

AGENDA

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

SEPTEMBER 6, 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. Certificate of Recognition to Town employee Richard Hardy
2. Certificate of Recognition to Olivia Colliton, 2016 National American Miss Texas (Princess age group)
3. Certificate of Recognition to Austin Andrews and Miguel Gomez for Louisiana Flood Relief efforts
4. Special Olympics event presentation by athlete Colby Bannister, and Highland Village Police Chief Reim, and Flower Mound Police Chief Kancel.

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.

Town Council Meeting Agenda
September 6, 2016
Page 2

G. TOWN MANAGER'S REPORT

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Oxley Williams Tharp preliminary concept plan options for Town Hall.

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 scheduled for Thursday, September 15th.

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 8/11** - Consider approval of the minutes from a work session of the Town Council held on August 11, 2016.
2. **Minutes 8/15** - Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 15, 2016.
3. **Moviehouse agreement** - Consider approval of Amendment to Chapter 380 Incentive Agreement with M&E Texas Moviehouse, L.P. d/b/a Moviehouse & Eatery; and authorize Mayor to execute same on behalf of the Town.
4. **Financial advisory services** - Consider approval of an agreement with Hilltop Securities (formally Southwest Securities, Inc.) for financial advisory services, and authorize the Mayor to execute said agreement.
5. **Emergency Medical Service fees** - Consider approval of an ordinance of the Town Council of the Town of Flower Mound, Texas, amending Chapter 30, "Emergency Medical Service" and Appendix A, "Fee Schedule," of the Code of Ordinances to update the fees associated with Emergency Medical Service providing this ordinance shall be cumulative of all ordinances; providing for a severability clause; providing for publication, and providing an effective date.
6. **Fire Department fleet upgrade** - Consider approval of proposal from Siddons-Martin Emergency Group, LLC to upgrade Fire Department Special Ops 504 Fleet #6300-17 unit for a total amount of \$88,883.00, and authorization for the Mayor to execute same on behalf of the Town.

Town Council Meeting Agenda
September 6, 2016
Page 3

7. **AISD Interlocal** - Consider approval of an Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the temporary use of certain rooms by the Flower Mound Fire Department, and authorization the Mayor to execute same on behalf of the Town.
8. **Wastewater Treatment Plant** - Consider approval of the award of Bid No. 2016-72 to Red River Construction Co., for the construction of the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$3,837,000.00; and authorization for the Mayor to execute same on behalf of the Town.
9. **Sagebrush Drive Improvements** -. Consider approval of Change Order No. 3, for the Sagebrush Drive Improvements project, amending the contract with CD Builders, Inc., for an increase to the contract in the amount of \$81,309.31; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

10. **Tax rate** **Public Hearing**

Public Hearing to consider a tax rate of \$0.4390 per \$100 assessed valuation.

11. **Bradford Park (MPA16-0004)** **Public Hearing**

Public Hearing to consider a request for a Master Plan Amendment (MPA16-0004 – Bradford Park) to amend Section 1.0, Land Use Plan, and Section 3.0, Specific Plans, to change the land use designation from Low Density Residential and Village Retail to Medium Density Residential, High Density Residential, and Village Retail within Specific Plan Area 5 (SPA 5), and to amend certain development controls outlined within SPA 5 that apply to the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. *(The Planning & Zoning Commission recommended denial by a vote of 4 to 2 at its August 22, 2016, meeting.)*

12. **Bradford Park (ZPD16-0006)** **Public Hearing**

Public Hearing to consider a request for rezoning (ZPD16-0006 – Bradford Park) from Agricultural District (A) and Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses to Planned Development District No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$660,441.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$216,528.00. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. *(The Planning & Zoning Commission recommended denial by a vote of 4 to 2 at its August 22, 2016, meeting.)*

Town Council Meeting Agenda
September 6, 2016
Page 4

13. Bradford Park tree removal

Public Hearing

Public Hearing to consider an application for a tree removal permit for twenty-six (26) specimen trees on property proposed for development as Bradford Park. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 2, 2016, meeting).*

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

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

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

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: September 2, 2016, at 12:30 p.m. at least 72 hours prior to the scheduled time of said meeting.



Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: September 6, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a work session of the Town Council held on August 11, 2016.

BACKGROUND INFORMATION: The Town Council held a work session on August 11, 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 work session of the Town Council held on August 11, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 11, 2016 BOOK 44 PAGE 1

THE FLOWER MOUND TOWN COUNCIL WORK SESSION MEETING HELD ON THE 11TH DAY OF AUGUST, 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 work session with the following members present:

Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5 (arrived at 7:12 p.m.)

constituting a quorum with the following members absent:

Tom Hayden	Mayor
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and the following Town Staff participating:

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Ken Parr	Executive Director of Public Works
Kay Wilkinson	Budget and Grants Manager

A. CALL WORK SESSION TO ORDER

Mayor Pro Tem Bryant called the work session to order at 6:00 p.m.

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

Councilmember Jason Webb gave the invocation and Mayor Pro Tem Bryant led the pledges.

D. WORK SESSION ITEM

1. Receive presentations, hold a discussion, and provide direction regarding the Community Support funding for various organizations.

Mr. Stathatos provided background information relative to budget preparations.

Kim Hinkle with Journey to Dream (new applicant) gave a presentation identifying or noting history of the organization and services they provide.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 11, 2016 BOOK 44 PAGE 2**Staff Presentation (overall budget)**

Ms. Wilkinson or Ms. Wallace, gave a presentation identifying or noting:

- Financial Goals Update
- 2016 Debt Service and Tax Rates
- How Flower Mound Compares (with benchmark cities):
 - o 2015 tax rate
 - o 2016 population estimates
 - o Tax Base per capita
- Strategic goals
- Compensation/benefits
- Changes since proposed budget was originally filed on July 29th:
 - o Seniors bus (\$80,000)
 - o Tree Farm program at Green Acres (\$139,036)
 - o Updated for timing of Town Hall
 - o Capital projects budget updated for timing of Town Hall and added \$75,000 to the roadway amenities project (\$75,000)
- General fund (3 year estimates)
- Utility fund
- Water/Wastewater rates
- Storm water utility fund
- Special revenue funds overview
- Crime Control & Prevention District Budget
- Fire Control, Prevention, and Emergency Medical Services District Budget
- CIP Street projects
- Street reconstruction projects
- Signal projects
- Park projects
- Facilities projects
- Water projects
- Waste water projects
- Storm water projects
- Next steps

Mr. Stathatos updated Council that the Town has retained the AAA bond rating status with both Fitch and S & P.

Ms. Wallace or Ms. Wilkinson responded to questions from Council related to the budget as follows:

- Is the bus for the senior center the same size and are there added payroll requirements for driving the bus
- Timing as it relates to the tree farm (when work would start), and clarification on some of the financial calculations
- What is the plan for phasing in flashing left turn signals, such as at the location of Morriss and Forest Vista

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 11, 2016 BOOK 44 PAGE 3

- For the water projects, clarification that the High Road water line replacement is related to the one that keeps breaking
- For the storm water project fund, what is an example of other sources

There was Council discussion on the budget as follows:

- For the street projects, it was noted that for the turn lanes on FM 1171 and Waketon Road, the TIRZ Board added those road projects to their recommended project list
- Funding sources for park projects and how it is important to shop local

Staff Presentation for Community Support Funding(CSF)

Ms. Wallace or Ms. Wilkinson gave a presentation identifying or noting:

- Background information as to the process used for CSF last year
- The maximum that can be allocated to CSF is \$282,315
- Outlined what was funded last year and what is being requested this year for each organization

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

- What was the purpose for the high level of funding for some organizations such as the Flower Mound Community Orchestra
- Is there a bookkeeping process that looks at budget use and how it was allocated for the last year
- The policy that defines the amount of the budget used for CSF and how long that has been in place

There was Council discussion specific to the topic of community support funding as follows:

- Whether or not it is government's place to fund private organizations
- The process used in vetting the organizations in order for them to be eligible to receive CSF
- Many of the organizations fulfill a role that is necessary in the community and they do it more effectively than a municipality can, and by providing a financial resource to those organizations Council fulfills its duty as it relates to the health and welfare of the citizens of the Town
- The funding from the Town should be a small portion of their budget such as 5% or less
- There is a need for more background information on some organizations relative to the level of services to collate with the amount being requested, as well as clarification on other efforts to obtain outside funding
- It was suggested that for next year the Cultural Arts Commission take on the task of reviewing all applications for CSF as it relates to the arts, which would include vetting and prioritization of each for Council consideration; however, not necessarily allocating the funds
- Whether the numbers could be reworked to come out as a flat percentage (basically going back to last year's numbers)

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 11, 2016 BOOK 44 PAGE 4

- Option of allocating a small portion of dollars from the CSF budget toward a portal of some kind that the Town manages that would direct citizens to ways they can contribute financially or volunteer their time to these organizations that Town staff has vetted out
- Have a future work session to discuss whether or not to modify the current CSF policy because in doing so the organizations involved would have advance knowledge relative to any changes for budget forecasting purposes
- Each organization was reviewed and various funding adjustments were made, with priority consideration for increases based on organizations that were local and/or serve a significant amount of Flower Mound residents, with consensus by a majority of Council for the total of \$272,250, and identified as follows:

Organizations	2016-2017
Actors Conservatory Theatre	2,000
Boys and Girls Clubs of North Central Texas	1,500
Camp Summit	5,000
CASA of Denton County, Inc.	4,500
Children's Advocacy Center	29,000
Christian Community Action (CCA)	17,000
Communities in Schools of North Texas	13,000
Denton County Friends of the Family	17,500
Denton County MHMR	5,000
Flower Mound Community Orchestra	19,000*
Humane Tomorrow (formerly Humane Society of Flower Mound)	15,000
Journey to Dream (new for 2016/17)	5,000
Keep Flower Mound Beautiful	8,750
Lewisville Lake Symphony	3,000
PediPlace	25,000
RSVP	10,000
SPAN, Inc. (formerly Meals on Wheels)	5,000
Special Abilities of North Texas (formerly Day Stay)	10,000
Theatre FMPAT	12,000
Voices of Flower Mound	5,000
Winning the Fight	15,000
Youth and Family Counseling	45,000**
Total	272,250

*There was initially a desire to revisit the dollars allocated for FMCA before the budget is finalized to better understand the high amount being requested, as well as other efforts being made to obtain funding; however, it was later decided that the \$19,000 was acceptable with the understanding that in the future there is a desire to have the Cultural Arts Commission include them in the art organizations to be vetted and prioritized.

**Would like to see a presentation next year given they are in the middle of a search for a new executive director and to understand the transition

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 11, 2016 BOOK 44 PAGE 5

E. ADJOURN WORK SESSION

Mayor Pro Tem Bryant adjourned the work session at 7:41 p.m. on Thursday, August 11, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

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TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: September 6, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 15, 2016.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 15, 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; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 15, 2016.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 1**FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING**

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

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant to the Town Manager
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Kay Wilkinson	Budget & Grants Manager
Andy Kancel	Police Chief
Eric Greaser	Fire Chief

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Mark Sherrill gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

Proclamation for National Senior Center Month.

Jaime Jaco-Cooper accepted the proclamation.

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 <i>(as written on speaker form)</i>
1.	Michael Walker, 5121 Marshall Creek Dr	Youth & Family Counseling

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 2

2.	Eric Diaz, 105 Kathryn Dr, Lewisville, Tx	Youth & Family Counseling (funding)
3.	Susan Johnson, 5300 Singing Brook	Change to Master Plan along Rippy Rd

F. ANNOUNCEMENTS

Councilmember Jason Webb announced that school will start up next week and expressed well wishes to everyone for a great school year.

G. TOWN MANAGER'S REPORT**Update and discussion on:****1. Report related to capital improvement projects**

Mr. Parr provided an update on road construction projects located near schools:

- Three ongoing projects that will affect school once it starts next Monday (Sagebrush - FM 2499 to Old Settlers, Timber Creek – N of Kirkpatrick, and Vista Ridge – FM 2499 to Lakeshore)

Mr. Parr responded to questions from Council as follows:

- Update on the protected crosswalk on Heatfield
- Update on patch project on Forest vista
- Clarification that Sagebrush is on target for an October completion

2. Economic Development projects

Mr. Stathatos provided an update on the following ED Projects:

- Stryker expansion
- Upcoming trade shows

Mr. Curtis Shore, representing Parker Square, provided a leasing update on Parker Square, including an announcement of their future new tenant - Midwestern State University.

3. Update and discussion on new town hall and library expansion.

Mr. Stathatos provided an update on town hall and the library expansion, noting that there is a Professional Services Agreement for tonight's agenda and that the Tax Increment Reinvestment Zone (TIRZ) Board approved a recommendation for funds to be allocated for Town Hall, and to include the Library on the project list

Mr. Stathatos responded to questions from Council related to how the TIRZ district works.

Mayor Hayden also provided comments relative to the use of TIRZ funds and future projects.

H. FUTURE AGENDA ITEMS

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 3

No discussion.

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

Mayor Hayden confirmed that the next Town Council meeting is a scheduled for Tuesday, September 6, 2016.

J. CONSENT ITEMS

1. **TIRZ Project Plan** -Consider approval of a revised Tax Increment Reinvestment Zone #1 Project Plan. *(The TIRZ board recommended approval by a vote of 5 to 0 at its August 9, 2016, meeting.)*

RECOMMENDATION: Move to approve a revised Tax Increment Reinvestment Zone #1 Project Plan.

2. **Strategic Planning Session Summary/Minutes** - Consider adoption of the Town Council 2016 Strategic Planning Session Report, which will also be considered as approval of minutes from this session held on July 22, 2016.

RECOMMENDATION: Move to adopt the Town Council 2016 Strategic Planning Session Report, and minutes.

3. **SPAN Agreement** - Consider approval of a Service Agreement for Demand Response Transit Service with Special Programs for Aging Needs, Inc., in an amount not-to-exceed \$36,840.96, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Service Agreement for Demand Response Transit Service with Special Programs for Aging Needs, Inc., in an amount not-to-exceed \$36,840.96, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.

4. **Minutes 8/4/16** - Consider approval of the minutes from a regular meeting of the Town Council held on August 4, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on August 4, 2016.

Mayor Pro Tem Bryant moved to approve by consent Items 1 – 4. Councilmember McDaniel 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.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 4**VOTE ON MOTION:***Motion passed***AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE****K. REGULAR ITEMS**

Mayor Hayden opened items 5 and 10 at the same time.

5. **Reimburse Expenditures** - Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

Staff Presentation

Ms. Wallace gave a presentation for items 5 and 10 identifying or noting:

- Background information as to why the Resolution is needed
- Background information on the Professional Services Agreement, and associated funding

Ms. Wallace responded to questions from Council as follows:

- Clarification relative to how the Town manages its debt in a given year
- Clarification that additional expenditures would come back to Council for approval
- If terms have been settled

Deputy Mayor Pro Tem Webb reported on the discussion points from the recent TIRZ Board meeting that included the recommended allocation of \$10 million for Town Hall, as well as some other changes to the overall budget, including the addition of the library.

Mayor Hayden outlined the funding path that would be used for a new Town Hall and the process from a go forward perspective. He pointed out that once funds begin to be expended it's very difficult to go back.

Deputy Mayor Pro Tem B. Webb moved to approve a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorize the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and provide an effective date. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN****NAYS: NONE**

10. **PSA/Town Hall Design** - Consider approval of a Professional Services Agreement for the design of a Town Hall with Oxley Williams Tharp Architect PLLC., for \$862,500; authorization for the Mayor to execute the same on behalf of the Town; and authorization of the construction manager at risk contracting method for construction of the Flower Mound Town Hall.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 5

Deputy Mayor Pro Tem B. Webb moved to approve the Professional Services Agreement for the design of a Town Hall with Oxley Williams Tharp Architect PLLC., for \$862,500; and authorization for the Mayor to execute the same on behalf of the Town. Additionally, in conjunction with the motion to approve this architectural services agreement, further move to approve the construction manager at risk contracting method, as the alternative delivery method, for the construction of the Flower Mound Town Hall. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE.**

Mayor Hayden opened items 6 – 9 at the same time.

6. Tax Rate**Public Hearing**

Public Hearing to consider a tax rate of \$0.4390 per \$100 assessed valuation.

Ms. Wilkinson gave a presentation for items 6 - 9 identifying or noting:

- 2016 Debt Service and Tax Rates
- Required budget and tax rate adoption language
- How Flower Mound Compares – 2015 tax rate, population, (benchmark cities)
- Changes since the proposed budget was filed
- General Fund
- Utility Fund
- Utility fund
- Water/Wastewater rates
- Storm water utility fund
- Special revenue funds overview
- Crime Control & Prevention District Budget
- Fire Control, Prevention, and Emergency Medical Services District Budget
- CIP Summary
- Next steps

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

- Compensation package, including retirement, for police and fire to maintain the Town's competitive advantage
- Clarification that the Town seeks to be in the 65th percentile for compensation for Town employees

Fire Chief Greaser and Police Chief Kancel responded to questions from Council related to if compensation for police and fire was satisfactory based on the market.

There was Council discussion as follows:

- Importance of compensation for all Town employees because it leads to greater services for residents and allows for recruitment and retention of good employees
- Reduction of debt service level ratios
- Consecutive year to attain the AAA rating from both Fitch and S & P

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 6

- Community support funding and how Council has the discretion not to use all of the allocations

Mayor Hayden opened the public hearing at 6:59 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 6:59 p.m.

Mayor Pro Tem Bryant made the following required announcement:

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 19, 2016, at 6:00 p.m., at a regular Town Council meeting, to be held in the Town of Flower Mound Council Chambers, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028".

7. Budget – Crime Control **Public Hearing**

Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

Mayor Hayden opened the public hearing at 7:00 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 7:00 p.m.

No action is required by the Town Council on this item at this time.

8. Budget – Fire Control **Public Hearing**

Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

Mayor Hayden opened the public hearing at 7:01 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 7:01 p.m.

No action is required by the Town Council on this item at this time.

9. Budget **Public Hearing**

Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.

Mayor Hayden opened the public hearing at 7:01 p.m.

Laura Dillon, 6013 Rock Cove

Ms. Dillon offered her thoughts related to community support funding, and indicated being in agreement with several of the comments made at the work session. She also indicated being acceptable to funds being allocated to those organizations based on certain conditions, and proposed various other options that could be utilized during the application review process.

Mayor Hayden closed the public hearing at 7:05 p.m.

No action is required by the Town Council on this item at this time.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 7**11 Franklin Hills (Z16-0004)****Public Hearing**

Public Hearing to consider a request for rezoning (Z16-0004 - Franklin Hills, Lots 13, 14 and a portion of Lot 12, Block C) from Single-Family District-10 (SF-10) uses to Single-Family Estate(SF-E) uses, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Indian Trail and south of Rolling Hills. *(The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its August 8, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photographs of the subject site
- Existing condition exhibit
- Summary of P & Z discussion
- No comments have been received

Mr. Powell responded to questions from Council as follows:

- Have letters been sent to everyone within 300'
- Is there a reason why the zoning change and replat are not being submitted at the same time

Mayor Hayden opened the Public Hearing at 7:08 p.m. No one spoke in support or opposition. Mayor Hayden closed the Public Hearing at 7:08 p.m.

Councilmember Gelbman moved to approve a request for rezoning (Z16-0004 - Franklin Hills, Lots 13, 14 and a portion of Lot 12, Block C) from Single-Family District-10 (SF-10) uses to Single-Family Estate(SF-E) uses, and adopt an ordinance providing for said amendment. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN****NAYS: NONE****12. Parker Square/Farmers Market****Public Hearing**

Public Hearing to consider a request for rezoning (ZPD16-0010 - Parker Square Farmer's Market) to amend Planned Development District-24 (PD-24) to allow for a farmer's market, and to consider adopting an ordinance providing for said amendment. The property is located at 1500 Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its August 8, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning and how the current zoning doesn't allow a farmer's market as a use

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 8

- Map of the area within Parker's Square that the farmer's market would be located
- This is a two part process (zoning and later the license for the farmer's market)
- Communication made or received to date

Mr. Curtis Shore, representing Parker Square, responded to questions from Council as follows:

- Clarification as to why the location of the Farmer's Market will be in the back on the property
- Is the rezoning specific to a lot or for Parker Square as a whole

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

- Clarification that what is being reviewed now is the zoning to allow the use, and once the permit is approved it will be reviewed and finalized
- Is there a time frame on the permit
- Clarification that the determination of a permanent location for the farmer's market is ultimately up to the operator (and not the Town)
- The legality of the Town having the ability to revisit and remove the zoning at this location in the future (in the event the operator decides to relocate to the River Walk in the future)

Mayor Hayden opened the public hearing at 7:24 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 7:24 p.m.

Councilmember Gelbman moved to approve a request for rezoning (ZPD16-0010 - Parker Square Farmer's Market) to amend Planned Development District -24 (PD-24) to allow for a farmer's market, and adopt an ordinance providing for said amendment. Councilmember McDaniel seconded the motion.

There was Council discussion on the history relative to the location of Town Hall being the initial temporary site for the farmer's market and how it proved that there is a market in Flower Mound.

VOTE ON MOTION:

Motion passed

AYES: GELBMAN, B. WEBB, BRYANT, MCDANIEL, J. WEBB

NAYS: NONE

- 13 **Charter Amendments** - Discuss and consider proposed Charter Amendments and adopt an ordinance ordering a special election for November 8, 2016, to amend the Home Rule Charter of the Town of Flower Mound; designating the propositions and manner of holding such election; and providing for the posting and publication of notice.

Staff Presentation

Ms. Scott indicated there is not a formal presentation for this item; however, she and Town Attorney Bryn Meredith are available for any questions or clarification. She also pointed out the importance of early voting given the anticipated turnout and limited parking, particularly at the polling site of Fire Station #2 on Election Day.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 9

Mr. Meredith or Ms. Scot responded to questions from Council as follows:

- If a factual informational brochure can be put together
- Whether or not that same factual information could be available at the polling location

There was Council Discussion as follows:

- Clarification that there will be eight (8) measures independently voted on
- Clarification that Council action this evening is simply allowing the items to go forward on the November ballot

Deputy Mayor Pro Tem B. Webb moved to approve an ordinance ordering a special election for November 8, 2016, to amend the Home Rule Charter of the Town of Flower Mound; designating the propositions and manner of holding such election; and providing for the posting and publication of notice. Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB

NAYS: GELBMAN

K. BOARDS/COMMISSIONS (Executive Conference Room)

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

Mayor Hayden announced that the Meet & Greet interview dates for board and commission applicants are scheduled for Tuesday, 8/30 and Thursday, 9/8, both starting at 6:00 p.m.

L./M. CLOSED/OPEN MEETING

The Town Council did not convene into a closed meeting, therefore no action was taken on any of the following items:

- 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 and/or other municipal purposes and all matters incident and related thereto.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 15, 2016 BOOK 44 PAGE 10

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

N. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 7:31 p.m. on the 15th day of August 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. 3

CONSENT ITEM

DATE: September 6, 2016

FROM: Alora Wachholz, Economic Development Specialist

ITEM: Consider approval of Amendment to Chapter 380 Incentive Agreement with M&E Texas Moviehouse, L.P. d/b/a Moviehouse & Eatery; and authorize Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In February 2014 the Town entered into a Chapter 380 Agreement with M&E Texas Moviehouse, L.P. ("M&E"). The original Agreement covers the Lakeside DFW Moviehouse & Eatery, an approximate 44,000 square-foot dine-in movie theater located at 951 Long Prairie Road in Flower Mound, which was completed in June 2015.

Section 4, items (a) to (c) of the Agreement, entitled "Deceleration Lane Reimbursement," requires M&E to construct a deceleration lane located on southbound FM 2499 and north of Lakeside Parkway, for turning into the theater and the property. Upon completion of the deceleration lane and receipt of proof of costs, the Town agrees to reimburse M&E in an amount equal to the actual costs of construction, or \$80,000, whichever is the lesser amount.

After completion of a traffic impact analysis by the Town at the location whereby a deceleration lane was originally intended, it has been shown that the lane is not necessary. As such, the Amendment removes Section 4 from the original Agreement, including the obligation of M&E to construct the deceleration lane and the Town's agreement to reimburse for construction costs. All other major obligations of the original Agreement have been met as of current and will remain in full effect as stated.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Amendment as to form and legality.

ATTACHMENTS:

1. Amendment to Chapter 380 Incentive Agreement – M&E
2. Original Chapter 380 Agreement with M&E Texas Moviehouse, L.P.
3. Traffic Impact Analysis – Moviehouse & Eatery Lakeside DFW

RECOMMENDATION: Consider approval of Amendment to Chapter 380 Incentive Agreement with M&E Texas Moviehouse, L.P. d/b/a Moviehouse & Eatery; and authorize Mayor to execute same on behalf of the Town.

AMENDMENT TO
CHAPTER 380 INCENTIVE AGREEMENT

This Amendment to Chapter 380 Incentive Agreement ("Amendment") is made by and between the Town of Flower Mound, Texas ("Town") and M&E Texas Moviehouse, L.P. d/b/a Moviehouse & Eatery ("M&E").

WITNESSETH:

WHEREAS, on February 17, 2014, the Town and M&E entered into a Chapter 380 Incentive Agreement ("Agreement"), whereby the Town agreed to provide economic incentives to M&E in consideration of M&E's performance under the Agreement; and

WHEREAS, by the terms of the Agreement, M&E is required to construct a deceleration lane located on southbound FM 2499 and north of Lakeside Parkway; and

WHEREAS, a traffic impact assessment has shown that the deceleration lane is not necessary or appropriate for the location; and

WHEREAS, the parties desire to amend the Agreement and remove M&E's obligation to construct the deceleration lane and the Town's obligation to reimburse M&E for the same.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement is amended by removing paragraph No. 4 entitled "Deceleration Lane Reimbursement."
2. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

WITNESS the execution hereof this ____ day of _____, 2016.

TOWN OF FLOWER MOUND, TEXAS

By: _____
 Thomas E. Hayden, Mayor

M&E TEXAS MOVIEHOUSE, L.P.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2016, by Tom Hayden, Mayor, on behalf of the Town of Flower Mound.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____, _____ of M&E Texas Moviehouse, L.P. on behalf of said limited partnership.

Notary Public in and for the State of Texas

Town of Flower Mound
Town Secretary's Office
2121 Cross Timbers Road
Flower Mound, TX 75028

CHAPTER 380 INCENTIVE AGREEMENT

THIS CHAPTER 380 INCENTIVE AGREEMENT ("Agreement") is made and entered into this 17 day of FEBRUARY, 2014, by and between the Town of Flower Mound, Texas ("Town"), and M&E Texas Moviehouse, L.P. d/b/a Moviehouse & Eatery ("M&E").

WITNESSETH:

WHEREAS, M&E is in the process of acquiring property to open a Moviehouse & Eatery, an approximate 44,000-square-foot dine-in movie theater consistent in design, size, and operation with other Moviehouse & Eaterys located in the Cities of Austin and Keller, Texas (the "Theater"); and

WHEREAS, the Theater will be located in Lakeside DFW in Flower Mound, as generally described and depicted in attached Exhibit A, incorporated by reference (the "Property"); and

WHEREAS, M&E has requested certain economic development incentives from the Town for its Theater; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

WHEREAS, the Town has concluded and hereby finds that this Agreement clearly promotes economic development in the Town and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the Town and M&E.

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

1. Program Established. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Theater to Lakeside DFW in the Town. The terms of this Agreement shall implement the program.

2. Town Fee Waivers. The Town agrees that it shall waive any and all Town development and building permit fees incurred, or as may be incurred, solely by M&E on the Property. Further, if a building permit is not obtained by M&E on or before August 31, 2014, or a Town certificate of occupancy issued for the Theater on or before August 31, 2015, the foregoing provision shall be deemed null and void, and the Town shall have no obligation to provide such Town fee waivers to M&E after such dates.

Denton County Record
Number 2014-15287

3. Sales Tax Rebate. The Town agrees that it shall rebate to M&E its one percent (1%) Sales and Use Tax for sales consummated at the Theater location in the Town, as follows:

- (a) On or before the last day of the first calendar month after the month in which M&E makes its final payment of Sales and Use Tax to the State Comptroller for its first full or partial calendar quarter of sales at its location in the Town, and continuing on or before the last day of the second calendar month after each successive calendar quarter thereafter, M&E agrees to submit to the Town a "Sales Tax Rebate Submittal Request."
- (b) M&E's Sales Tax Rebate Submittal Request shall state the gross amount of the Town's one (1%) percent Sales and Use Tax paid by M&E for the applicable quarter and the amount due M&E (equal to one percent (1%) of the Town's Sales and Use Tax) by the Town for such quarter.
- (c) M&E shall certify any documentation it submits to the Town, and shall evidence the amount of Sales and Use Tax paid by M&E to the Comptroller for the applicable quarter.
- (d) M&E's documentation shall identify the taxable "sales and use tax-eligible" sales from its location in the Town for the preceding quarter.
- (e) Unless otherwise determined by the Texas Attorney General in writing, the submitted documentation shall be considered confidential financial information contained in a public document (or other reproduction media) not subject to release to the public. The Town shall seek a written opinion from the Texas Attorney General, raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act. The Parties agree, however, that this Agreement shall not be considered confidential.
- (f) If M&E shall fail to timely submit a Sales Tax Rebate Submittal Request for a particular quarter, then the Town may give M&E written notice of M&E's failure to timely submit such Sales Tax Rebate Submittal Request, and M&E shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Sales Tax Rebate Submittal Request. The Town's determination of the amount of the Sales Tax Rebate due M&E is final; provided, however, that M&E may appeal to the Town Council within thirty (30) days of payment, the Town Council shall hear the appeal within thirty (30) days and the Town Council's determination of the amount of the Sales Tax Rebate shall be final.
- (g) The term of the Sales Tax Rebate shall be three (3) years from the date of

the first sales tax-eligible purchase consummated at the Theater's location in the Town.

- (h) The parties acknowledge that no portion of any dedicated sales and use tax collected by the Town shall be rebated to M&E. For the purposes of this Agreement, "dedicated sales and use tax" are those sales and use taxes collected for the purposes of the Town Crime Control and Prevention District, the Town Fire Control, Prevention & Emergency Medical Services District, the Town Community Development Corporation, and for street maintenance.

4. Deceleration Lane Reimbursement. M&E agrees to construct a deceleration lane ("Decel Lane") located on southbound FM 2499 and north of Lakeside Parkway, for turning into the Theater and the Property, as follows:

- (a) M&E must construct the Decel Lane in compliance with all applicable federal, state, and local regulations, including all Town ordinances and requirements.
- (b) Once the Decel Lane is fully completed, M&E shall submit to Town sufficiently detailed evidence of costs incurred in constructing the Decel Lane.
- (c) Upon receipt of M&E's proof of costs, Town will reimburse M&E in an amount equal to the actual costs incurred by M&E to construct the Decel Lane, or \$80,000, whichever is less.

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

- (a) M&E ceases operations of the Theater at any time prior to the conclusion of the three-year sales tax rebate period referenced in Paragraph 3.
- (b) M&E fails to obtain a building permit from the Town on or before August 31, 2014, or a Town certificate of occupancy issued for the Theater on or before August 31, 2015, unless failure is a result of force majeure, in which case the specified time for performance shall be extended by the amount of the delay actually so caused. For the purpose of this section, force majeure includes fires, floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of M&E (financial inability excepted).
- (c) Any warranty, representation or statement made or furnished to the Town by or on behalf of M&E under this Agreement or any document(s) related

hereto is/are false or misleading in any material respect, either now or at the time made or furnished, and M&E fails to cure same within ninety (90) days after written notice from the Town describing the violation, or if such violation cannot be cured within such 90-day period in the exercise of all due diligence, then if M&E fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if M&E learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and M&E fails to provide written notice to the Town of the false and misleading nature of such warranty, representation or statement within ten (10) days after M&E learns of its false or misleading nature.

- (d) The dissolution or termination of M&E's existence as a going business, M&E's insolvency, appointment of receiver for M&E, any assignment of all or substantially all of the assets of M&E for the benefit of creditors of M&E, any type of creditor workout for M&E, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against M&E unless, in the case of involuntary proceedings, such proceedings are discharged within ninety (90) days after filing.
- (e) Failure of M&E to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents (including applicable Town ordinances), or failure of M&E to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between M&E and the Town, and M&E fails to cure such failure within ninety (90) days after written notice from the Town describing such failure, or if such failure cannot be cured within such 90-day period in the exercise of all due diligence, then if M&E fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such failure.

6. Effect of Default by M&E. If any Event of Default by M&E shall occur, and after M&E fails to cure same in accordance herewith, all economic development incentives described herein shall be due and owing to the Town subject to any and all lawful offsets, settlements, deductions or credits to which M&E and/or its successors may be entitled. If an Event of Default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

7. Right of Access. M&E further agrees that the Town, its agents and employees, shall have a reasonable right to access the Property and any improvements thereon to inspect same in order to ensure that the construction of the improvements is in accordance with this Agreement and/or all applicable federal, state and local laws, ordinances and regulations. After completion of the improvements, the Town and its agents and employees shall have the continuing right of inspection to ensure that such are

thereafter maintained and operated in accordance with this Agreement and/or all applicable federal, state and local laws.

8. Construction of Agreement; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

9. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town:	The Town of Flower Mound, Texas 2121 Cross Timbers Road Flower Mound, Texas 75028 Att'n: Town Manager's Office
-----------------	---

If to M&E:	M&E Texas Moviehouse, L.P. 8300 North FM 620, Building K Austin, Texas 78726 Att'n: Leslie Perry Sloan
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10. Attorney's Fees to Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

11. Entire Agreement; Binding Effect of Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. The parties hereto acknowledge that M&E is subject to a Tax Abatement Agreement between the Town and Lakeside DFW Land, Ltd., a Texas limited partnership, Élan Flower Mound Venture, LLC, a Delaware limited liability company, and Peter P. Stewart, approved by the foregoing parties on or about June 21, 2013, and filed as Document No. 86958 in the Real Property Records of Denton County, Texas.

12. Invalidation. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. Facsimile. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

14. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

15. Filing. This Agreement shall be filed in the deed records of Denton County, Texas. Upon any transfer or cessation of any tenant rights in the Property, M&E shall notify the Town in writing of such transfer or cessation within ten (10) business days thereof.

16. Authority to Execute Agreement. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. M&E warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind M&E to same.

17. Non-Binding Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. Compliance with Chapter 2264, Texas Government Code. M&E certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, M&E, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), M&E shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the Town notifies M&E of the violation.

19. Assignment. The rights and benefits hereunder are expressly assignable to any entity or lender in connection with the sale or transfer or mortgage of the Property. Such assignee shall enure to all benefits and rights hereunder and shall be subject to all terms hereof.

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



THE TOWN OF FLOWER MOUND, TEXAS

By: Thomas E Hayden

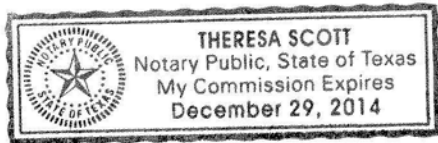
Name: Thomas E Hayden

Title: Mayor

STATE OF TEXAS)

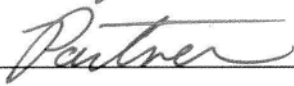
COUNTY OF DENTON)

This instrument was acknowledged before me on the 17 day of Feb., 2014, by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas.



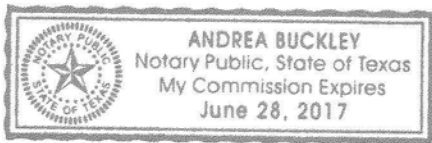
[Signature]
Notary Public, State of Texas

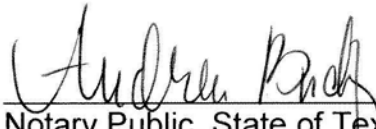
M&E TEXAS MOVIEHOUSE, L.P.

By: 
Rodney Speaks
Title: 

STATE OF TEXAS)
)
COUNTY OF Travis)

This instrument was acknowledged before me on the 13 day of February, 2014, by Rodney Speaks, the Partner of M&E, on behalf of such limited partnership.




Notary Public, State of Texas

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2014 00015287

Instrument Number: 2014-15287

Recorded On: February 24, 2014

As
Agreement

Parties: TOWN OF FLOWER MOUND

To

Billable Pages: 9

Number of Pages: 9

Comment: 3801 modishouse

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	58.00
Total Recording:	58.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 2014-15287
Receipt Number: 1135404
Recorded Date/Time: February 24, 2014 08:13:29A

User / Station: S Parr - Cash Station 3

Record and Return To:

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



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

C. Mitchell

County Clerk
Denton County, Texas



Kimley-Horn
and Associates, Inc.

TECHNICAL MEMORANDUM

To: Matthew Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound

From: Douglas Arnold, P.E.
Jeff Whitacre, P.E., AICP, PTP
Kimley-Horn and Associates, Inc. (Project #061000149)
Registered Firm #928



Date: February 27, 2014

Subject: Lakeside DFW Cinema Traffic Engineering Study
Flower Mound, Texas (Tarrant / Denton County)

Introduction

The study serves as the engineering analysis required by the Texas Department of Transportation for a driveway connection to the state highway system. In addition, it serves as the traffic study per the Town of Flower Mound requirements. The purpose of this study is to determine the safety, mobility, and operation impacts that the access connection will have on the state highway system. This study will include the following information:

- Intended property usage and size of the development.
- Trip generation and trip distribution at the proposed access point.
- Forecasted turning movements at the proposed access connection.
- Intersection sight distance.
- Analysis of proposed access drive to FM 2499.
- Analysis of proposed internal drive to Norwood.

The primary purpose of this study is to evaluate the need and (if applicable) design requirements for a southbound right-turn deceleration lane at the proposed site driveway on FM 2499.

The proposed Lakeside DFW mixed-use development is anticipated to consist of approximately 689,400 square feet of general retail, and approximately 2,200 residential units. The site is generally located on the west side of FM 2499 (International Parkway) between Lakeside Parkway (North) and Silveron Boulevard/Lakeside Parkway (South) in the town of Flower Mound, Texas. The traffic impact analysis for this development was approved in September 2012.

A cinema is planned to be constructed on the northwest corner of FM 2499 at Lakeside Parkway (North) as part of the Lakeside DFW development. The cinema is to be located in the MU-MR (1) subzone of the development.



Existing Conditions

The northwest and southwest corners of FM 2499 at Lakeside Parkway (North) are currently under construction with proposed residential and retail as part of subzone MU-MR (1) of the Lakeside DFW development. However, the development is not currently generating traffic, aside from construction vehicles. Therefore, the impact of any existing development was not considered in this analysis. A vicinity map can be seen in **Exhibit 1**.

Lakeside DFW Proposed Development and Background Volumes

Subzone MU-MR (1) of the Lakeside DFW development is approved for 42 residential dwelling units and 69,000 square feet of retail.

For the purposes of this analysis, the completion of the cinema is assumed to occur in line with the build-out of Phase 1 of Lakeside DFW. The Lakeside DFW Phase 1 traffic volumes are included as background volumes in this traffic study. Phase 1 of the Lakeside DFW TIA anticipated a portion of the subzone MU-MR (1) to be built. For this analysis, the cinema is assumed to be in addition to Phase 1 of Lakeside DFW and as a result is a conservative analysis of volumes.

Trip Generation and Distribution

To estimate the trips generated by the proposed development, trip generation rates from the 9th edition of the *ITE Trip Generation Manual* were used. **Table 1** shows the trip generation rates for the proposed land uses.

Typically, trip generation is calculated for the weekday peak hour of the adjacent street. This is the time period where the combination of existing traffic on the roadway and the site generated traffic are the highest. However, for a movie theatre, the site generated traffic is much lower during the weekday peak hour (typically one hour between 4:00 PM and 6:00 PM). Therefore, the trip generation was also calculated for the Friday peak hour of the generator. This analysis was included to determine a “worst case” scenario of turning movements into the proposed driveway. Both scenarios will be used to determine the need for a SB right-turn lane at the proposed site driveway.

Table 1. Estimated Hourly Trip Generation Rates				
Land Use Description	Weekday PM Peak (Adjacent Street)		Friday PM Peak (Generator)	
	Rate	In:Out Split (%)	Rate	In:Out Split (%)
Multiplex Cinema (ITE #445)	0.08 (X)	36:64	0.29 (X)	59:41
Numbers of Trips Generated = Trip Rate (Development Unit); X = # of seats				



Table 2 summarizes the total number of trips that are expected to be generated by the cinema during the weekday PM peak hour of adjacent street traffic and the Friday PM peak hour of the generator. The number of trips generated represents the number of vehicles entering and exiting the proposed development to and from the adjacent street system.

Table 2. Trip Generation Analysis								
Land Use	Intensity / Units	ITE Code	Weekday PM Peak (Adjacent Street)			Friday PM Peak (Generator)		
			In	Out	Total	In	Out	Total
Multiplex Cinema	934 seats	445	27	48	75	160	111	271
TOTAL DRIVEWAY TRIPS			27	48	75	160	111	271

The trip distribution assumed in the Lakeside DFW traffic impact analysis was applied to the anticipated trips generated by the cinema. **Exhibit 2** provides the project traffic distribution at the proposed site driveway, in addition to the intersection of FM 2499 at Lakeside Parkway.

The project trip distribution was applied to the project trip generation to determine the amount of project trips on the roadway network. **Exhibit 3** provides the weekday PM peak hour and Friday peak hour of generator project traffic assignment.

Access Connection Spacing Criteria

TxDOT's *Access Management Manual* sets forth criteria for connection spacing. Per Table 2.2 (Other State Highways Minimum Connection Spacing), the minimum connection spacing on a roadway with a speed greater than or equal to 50 mph road is 425 feet.

However, The Town of Flower Mound also provides access management guidance in their *Access Management Policy and Criteria* manual. This manual is used for access management purposes along FM 2499. For a major arterial (with an assumed operating speed of 45 mph), the minimum access spacing distance is 360 feet.

Based upon the conceptual site plan of the cinema, the proposed site driveway will meet the minimum spacing standard based on the Town of Flower Mound (see **Exhibit 1**) access management policy. The exhibit shows the location for acceptable spacing based on 360 feet.

Intersection Sight and Stopping Sight Distance

Based on field observations at the proposed site driveway, no potential sight distance problems were observed. Adequate intersection and stopping sight distances (greater than 570 feet – 60 mph design speed) are available at the



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proposed site entrance. A photolog illustrating the sight distance is provided in the **Appendix**.

Auxiliary Lanes

TxDOT's *Access Management Manual* sets forth criteria for auxiliary lanes. Per Table 2.3 (Auxiliary Lane Thresholds), a right-turn deceleration lane should be considered on roads with a posted speed greater than 45 mph if the projected right-turn volume into a driveway is projected to be 50 vehicles / hour or more.

The proposed driveway is anticipated to service only cinema traffic. The projected maximum SB right-turn volume at the proposed site driveway is projected to be 8 vehicles per hour during the typical weekday PM peak hour. The peaking of the movie theater traffic occurs during off-peak traffic times for FM 2499. During the Friday peak hour of the generator (worst case scenario), the maximum SB right-turn volume at the proposed site driveway is projected to be 48 vehicles per hour. Therefore, a SB right-turn lane is not warranted for either the weekday PM peak hour or Friday condition.

Intersection Capacity Analysis

A weekday PM peak hour capacity analysis was performed at the intersection of FM 2499 & Proposed Site Driveway using Synchro. To determine the appropriate volumes to use in the capacity analysis, the total Phase 1 Build-Out (2014) PM peak hour traffic volumes from the Lakeside DFW traffic impact analysis were combined with the anticipated cinema project traffic.

Exhibit 4 provides the PM peak hour volumes for Phase 1 Build-Out (2014) as approved in the Lakeside DFW traffic impact analysis. **Exhibit 5** provides the PM peak hour build-out volumes with the weekday PM peak hour cinema project traffic.

Based on the capacity analysis, the eastbound stop-controlled approach is anticipated to operate at LOS B with 11.4 seconds of delay per vehicle during the weekday PM peak hour. A copy of the Synchro report is provided as an attachment.

Review of Proposed Cinema Driveway on Northwood

Based on review of the current site plan there is some concern regarding the location of the proposed cinema driveway on Northwood Drive. The location is very close to the alley roadway serving the residential uses directly west of the cinema. Based on a review of the layout, our recommendation is to shift the proposed driveway location south to the edge of the cinema's property line.

Based on a field visit performed on February 18, 2014, Northwood is under construction. However, the driveway cut to the cinema has not been constructed.



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Conclusions and Recommendations

Based on our review of the proposed development, we offer the following conclusions and recommendations:

- The proposed site driveway meets TxDOT's and Town of Flower Mound's Access Spacing requirements.
- Adequate intersection and stopping sight distances is available at the proposed site driveway on FM 2499.
- The projected maximum SB right-turn volume at the proposed site driveway is 8 vehicles during the weekday PM peak hour and 48 vehicles during the Friday peak hour of generator. Therefore, a turn lane is not recommended.
- The EB stop-controlled approach of the proposed site driveway on FM 2499 is anticipated to operate at LOS B with 11.4 seconds of delay per vehicle during the weekday PM peak hour.
- The location of the proposed cinema driveway on Northwood should be relocated south to the cinema's property line.



PHOTOLOG

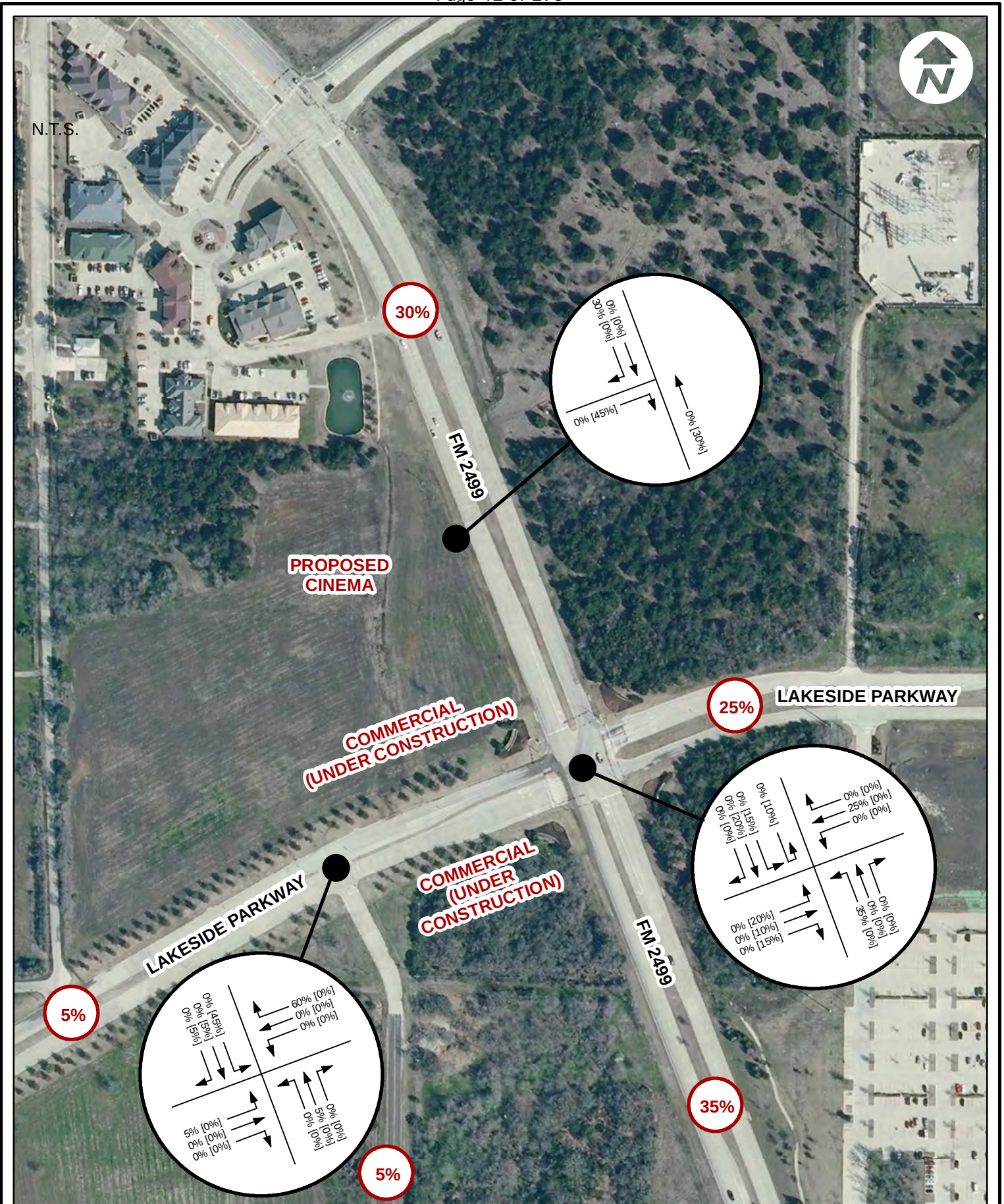
FM 2499 at Proposed Site Access – Looking South

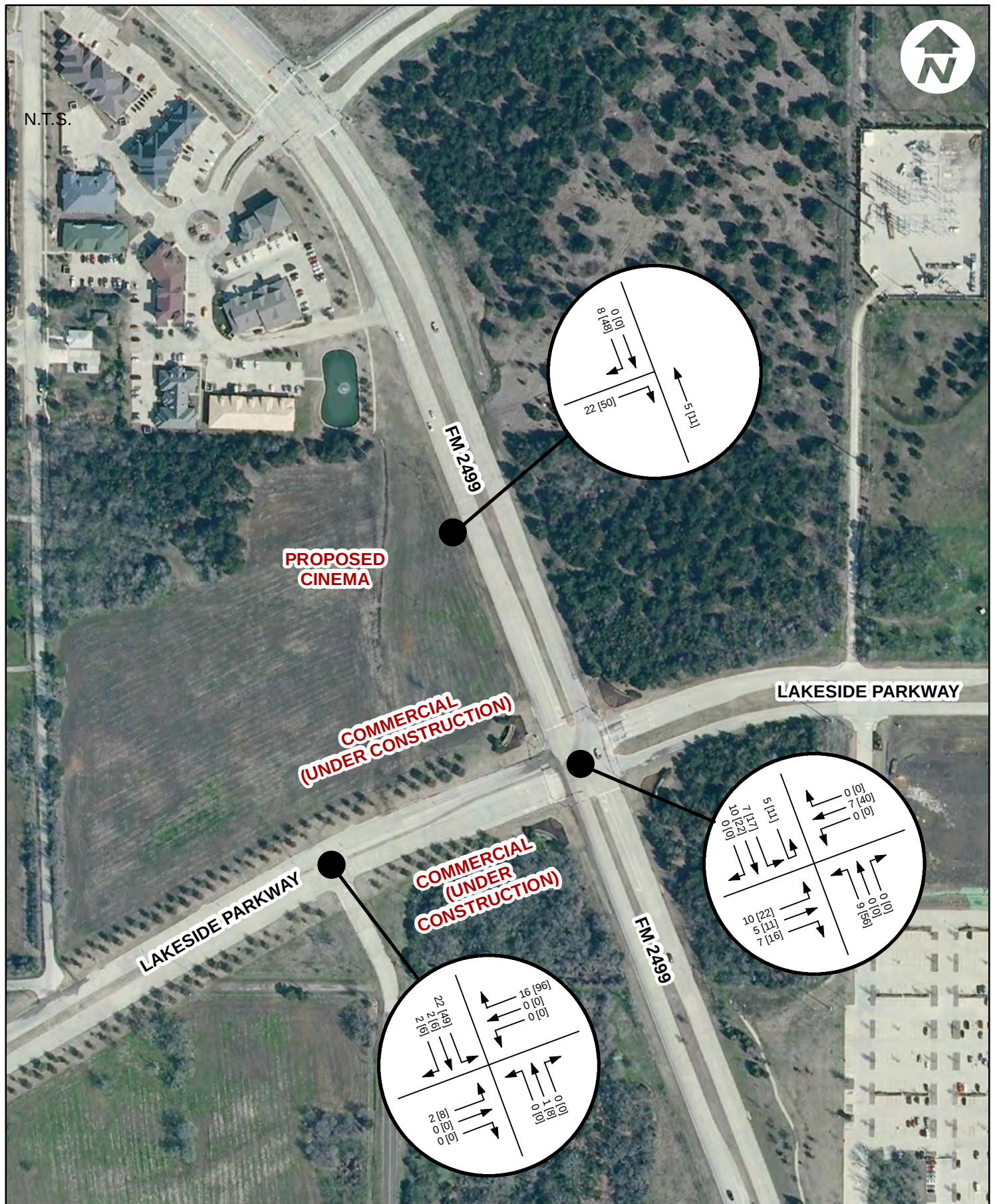


FM 2499 at Proposed Site Access – Looking North











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and Associates, Inc.

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www.kimley-horn.com

DATE:
February 2014

PROJECT NO:
061000149

**YEAR 2014 PM PEAK HOUR TOTAL TRAFFIC
LAKESIDE DFW CINEMA TRAFFIC ENGINEERING STUDY
FLOWER MOUND, TEXAS**

**EXHIBIT
4**



HCM Unsignalized Intersection Capacity Analysis

1: FM 2499 & Propsoed Cinema Driveway

Year 2014 Conditions

Weekday PM Peak Hour

							
Movement	EBL	EBR	NBL	NBT	SBT	SBR	
Lane Configurations				  	  		
Volume (veh/h)	0	22	0	3121	1140	8	
Sign Control	Stop			Free	Free		
Grade	0%			0%	0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)	0	24	0	3392	1239	9	
Pedestrians							
Lane Width (ft)							
Walking Speed (ft/s)							
Percent Blockage							
Right turn flare (veh)							
Median type				None	None		
Median storage veh							
Upstream signal (ft)							
pX, platoon unblocked							
vC, conflicting volume	2374	417	1248				
vC1, stage 1 conf vol							
vC2, stage 2 conf vol							
vCu, unblocked vol	2374	417	1248				
tC, single (s)	6.8	6.9	4.1				
tC, 2 stage (s)							
tF (s)	3.5	3.3	2.2				
p0 queue free %	100	96	100				
cM capacity (veh/h)	29	584	554				
Direction, Lane #	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	24	1131	1131	1131	496	496	257
Volume Left	0	0	0	0	0	0	0
Volume Right	24	0	0	0	0	0	9
cSH	584	1700	1700	1700	1700	1700	1700
Volume to Capacity	0.04	0.67	0.67	0.67	0.29	0.29	0.15
Queue Length 95th (ft)	3	0	0	0	0	0	0
Control Delay (s)	11.4	0.0	0.0	0.0	0.0	0.0	0.0
Lane LOS	B						
Approach Delay (s)	11.4	0.0			0.0		
Approach LOS	B						
Intersection Summary							
Average Delay			0.1				
Intersection Capacity Utilization			63.6%		ICU Level of Service		B
Analysis Period (min)			15				



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: September 6, 2016

FROM: Debra Wallace, Assistant Town Manager/CFO *DW*

ITEM: Consider approval of an agreement with Hilltop Securities (formally Southwest Securities, Inc.) for financial advisory services, and authorize the Mayor to execute said agreement.

BACKGROUND INFORMATION: The proposed agreement is for financial advisory services to provide the Town advice with respect to the structure, timing, terms or other similar matters concerning the issuance of governmental securities. Financial advisors perform a variety of tasks: analyze the financing needs of the community, construct an issue, help choose an underwriter or organize a competitive sale, communicate with the rating agencies, and advise on other matters of importance.

In December 2013, the Town Council approved an agreement with Southwest Securities, Inc. who is now doing business as Hilltop Securities as the result of a merger with First Southwest in January 2016. This agreement is needed to address the firm name change and regulatory requirements by the Municipal Advisor Rule that went into effect on June 23, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$52,000

Proposed Expenditure:	Account Number(s):
\$52,000 based on a \$20,000,000 issue	Bond proceeds will pay for the expenditure which will be a part of the issuance cost of debt obligations.

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

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

ATTACHMENTS:

1. Proposed Agreement

RECOMMENDATION: Move to approve an agreement with Hilltop Securities (formally Southwest Securities, Inc.) for financial advisory services, and authorize the Mayor to execute said agreement.

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between **Town of Flower Mound, Texas** (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer’s issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

A. Scope of Services and Discharge of Responsibilities.

1. *Scope of Services.*

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in Appendix A hereto (the “Municipal Advisory Services”). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the “Scope of Services” hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities (“Non-Municipal Advisor Services”), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for

any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities

reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. Services as Independent Registered Municipal Advisor.

1. *Designation as IRMA and Scope of Designation.*

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by

itself, cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services (“Joint Municipal Advisory Services”), whether engaged jointly with or separately from HilltopSecurities (a “Co-Municipal Advisor”), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor’s fiduciary or other duties as municipal advisor to the Issuer.

2. ***HilltopSecurities Not Responsible for Independence from Third Parties.*** Notwithstanding HilltopSecurities’ status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board (“MSRB”) rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. ***Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed

to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

C. Limitations on Scope of Engagement.

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or

municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. Change in Scope of Services. The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

E. Non-Municipal Advisory Activities Related to Scope of Services. The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

SECTION II TERM AND TERMINATION

A. **Term of this Engagement.** The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the “Original Termination Date”). Unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

B. **Termination of this Engagement.** This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION III COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS

A. **Compensation.** The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in **Appendix B** hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive.

B. **Expenses.** HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

C. **Third-Party Payments.** The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

D. **No Custody of Issuer Funds.** This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer’s funds unless otherwise provided in Appendix A hereto.

E. **Limitation on Liability.** In the absence of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or

omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

SECTION IV REQUIRED DISCLOSURES

A. Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.

The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as Appendix C, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the “Conflict Disclosures”), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.

B. Waiver of Disclosed Conflicts of Interest. By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.

C. Consent to Electronic Delivery of Disclosures. By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. Such electronic delivery of the Conflict Disclosures will include an acknowledgment of receipt by the Issuer. The Conflict Disclosures may be delivered by email to the Issuer at julie.taylor@flower-mound.com, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities and HilltopSecurities agrees to update Issuer contact information when received electronically.

SECTION V MISCELLANEOUS

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas and venue shall be in the state courts of Denton County, Texas or the United States District Court, Eastern District of Texas.

B. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

C. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

Signature page follows

HILLTOP SECURITIES INC.

TOWN OF FLOWER MOUND, TEXAS

By: _____
Hill A. Feinberg
Chairman and Chief Executive Officer

By: _____

Name: Thomas E. Hayden

By: _____
John L. Martin, Jr.

Title: Mayor

Title: Managing Director

Date: September 6, 2016

APPENDIX A MUNICIPAL ADVISORY SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an “issuance”) shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. **Market Information.** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. **Elections.** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

6. **Method of Sale.** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

- a. If the issuance is to be sold by a competitive sale:
 - (1) Supervising the sale of the municipal securities;
 - (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
 - (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - (5) Obtaining CUSIP numbers on behalf of the Issuer.
- b. If the issuance is to be sold by negotiated sale:
 - (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
 - (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;

- (4) Advising the Issuer on the fairness of the price offered by the underwriters;
 - (5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;
 - (6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and
 - (7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.
7. ***Offering Documents for Competitive Offerings.*** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.
8. ***Credit Ratings.*** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.
9. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.*** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.
10. ***Financial Publications.*** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.
11. ***Consultants.*** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.
12. ***Auditors.*** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. **Issuer Meetings.** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.
14. **Printing.** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.
15. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
16. **Changes in Laws.** Providing to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which HilltopSecurities becomes aware in the ordinary course of its business, it being understood that HilltopSecurities does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
17. **Delivery of the Municipal Securities.** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
18. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
19. **Continuing Disclosure.** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Exercising Calls.** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
2. **Refundings and Tender Offers.** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of

Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.

3. ***Continuing Disclosure.*** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. **Particularized Services on Outstanding Issuances of Municipal Securities.** HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.

2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by First Southwest Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. **Services as Independent Registered Municipal Advisor (“IRMA”).** At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. **Other Services Relating to Municipal Securities.** HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.

2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.
3. ***Refundings and Tender Offers.*** Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.
4. ***Continuing Disclosure Documents.*** Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer's continuing disclosure undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

<u>For Proceeds Received:</u>	<u>The Fee Shall Be:</u>
Up to \$1,000,000	\$20,000
From \$1,000,000 to \$5,000,000	\$20,000 plus \$3.00 per \$1,000 over \$1,000,000
From \$5,000,000 to \$10,000,000	\$32,000 plus \$2.00 per \$1,000 over \$5,000,000
Over \$10,000,000	\$42,000 plus \$1.00 per \$1,000 over \$10,000,000

The above charges shall be multiplied by 1.25 for an issuance of municipal securities for which HilltopSecurities participates in the completion of an application to a federal or state government agency.

For refundings, an additional computer structuring/analytics fee shall be charged the Issuer as follows:

<u>For Proceeds Received:</u>	<u>The Fee Shall Be:</u>
Up to \$4,999,999	\$2,500
From \$5,000,000 to \$10,000,000	\$4,500
From \$10,000,000 to \$20,000,000	\$7,500
Over \$20,000,000	\$9,500

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with Other Post-Sale Services described in Section III of Appendix A hereto, HilltopSecurities shall charge a fee based on an hourly rate for services rendered in accordance with the following schedule:

<u>Level of Personnel</u>	<u>Hourly Rate:</u>
Managing Director	\$500.00
Director	\$400.00
Vice President	\$300.00
Analyst	\$150.00
Administrative	\$100.00

In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall charge a fee based on an hourly rate for services rendered in accordance with the schedule included above in Section III of this Appendix.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services

are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

APPENDIX C

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. First Southwest Asset Management (FSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate First Southwest Advisory, provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management

and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers two government investment pools for Texas governments; the Short-Term Asset Reserve Fund (TexSTAR) and the Local Government Investment Cooperative (LOGIC). These programs offer Texas government entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. Furthermore, this potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regime as a member of multiple self-regulatory organizations in which compliance is verified by not only internal tests but annual external examinations.

II. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

III. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

IV. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities,

which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

V. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each

most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: September 6, 2016

FROM: John Glover, Assistant Fire Chief / EMS 

ITEM: Consider approval of an ordinance of the Town Council of the Town of Flower Mound, Texas, amending Chapter 30, "Emergency Medical Service" and Appendix A, "Fee Schedule," of the Code of Ordinances to update the fees associated with Emergency Medical Service providing this ordinance shall be cumulative of all ordinances; providing for a severability clause; providing for publication, and providing an effective date.

BACKGROUND INFORMATION: The Centers for Medicare and Medicaid Services (CMS) rates, which are the reimbursement rates for ambulance fees set by Medicare/Medicaid, were recently increased. Based on calculations derived from collection activity and billing forecasting, the Town's current ambulance fees are too low to recapture all reimbursement funds allowed by CMS and also fall below the average fees charged by the Town's benchmark cities. An increase in the Town's ambulance fees will allow the Town to receive full Medicare/Medicaid reimbursement. The Proposed Revenue of \$150,000 is a net increase because the second recommendation in the language of the proposed amendment is to charge-off the balance of any amount remaining for Town's citizens or cities contracted for service with the Town after payment by their insurance.

Changes to the ordinance include:

- Section 30-91 Definitions: add "Charged Off means to financially relieve the balance of an account based upon a set of conditions provided by the Town."
- Section 30-92 Emergency Medical Fees: add "Any resident of the Town, employee of the Town or member of a political subdivision that is contracted with the Town to receive emergency medical service, will have their bill for the expenses and services incurred submitted to their insurance(s). Any balance remaining will be charged off by the Town."
- Section 30-92 Emergency Medical Fees: add "The Fire and Emergency Services department of the Town shall transport the injured or sick to the nearest **appropriate** hospital providing emergency medical aid, in accordance with the injury and/or location."
- Appendix A "Fee Schedule": Table below shows current and proposed ambulance rates:

AMBULANCE FEE SCHEDULE	CURRENT	PROPOSED
BLS		
Resident	\$ 400.00	\$ 780.00
Non-Resident	\$ 500.00	\$ 850.00
Disposables	\$ 75.00	\$ 200.00
ALS I		
Resident	\$ 500.00	\$ 850.00
Non-Resident	\$ 600.00	\$ 950.00
Disposables	\$ 200.00	\$ 400.00
ALS II		
Resident	\$ 600.00	\$ 950.00
Non-Resident	\$ 700.00	\$ 1,050.00
Other		
Non-Transport	\$ 100.00	
Loaded Mile	\$ 10.00	\$ 15.00
Oxygen	\$ 50.00	\$ 150.00

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$150,000

Proposed Revenue:	Account Number(s):
\$150,000	100-4714 (Contractual Income–Ambulance)

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

LEGAL REVIEW: Andrea D. Russell of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed this Ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance
2. Ambulance Rates for Benchmark Cities

RECOMMENDATION: Move to approve an ordinance of the Town Council of the Town of Flower Mound, Texas, amending Chapter 30, "Emergency Medical Service" and Appendix A, "Fee Schedule," of the Code of Ordinances to update the fees associated with Emergency Medical Service providing this ordinance shall be cumulative of all ordinances; providing for a severability clause; providing for publication, and providing an effective date.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 30, "EMERGENCY MEDICAL SERVICE" AND APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES TO UPDATE THE FEES ASSOCIATED WITH EMERGENCY MEDICAL SERVICE PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION, 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 has previously adopted ordinance provisions and a Fee Schedule setting forth the fees for the provision of emergency medical services and

WHEREAS, the Town Council has determined that it is necessary to update these fees to reflect the current costs for the provision of Emergency Medical Services and associated supplies including, but not limited to, transportation, intravenous fluids, medications, bandages, and oxygen masks due to the continuing increase in the cost of such services and items.

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

SECTION 1

Section 30-91, "Definitions," of Chapter 30, "Emergency Medical Service," of the Code of Ordinances, Town of Flower Mound, Texas shall be amended by adding a definition for the term "Charged-Off" to read as follows:

Sec. 30-91. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Charged-Off mean to financially relieve the balance of an account based upon a set of conditions provided by the town.

* * *

SECTION 2

Section 30-92, "To be provided by fire department," of Chapter 30, "Emergency Medical Service," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by adding subsection (e) to read as follows:

- **Sec.30-92. - To be provided by fire department.**

* * *

- (e) Expenses for emergency medical services received by any resident of the town, employee of the town, or member of a political subdivision that has contracted with the town to receive emergency medical service, will be billed to the individual's health insurance company. Any balance remaining will be charged off by the town.

SECTION 3

Section 30-92, "Emergency ambulance service fees," of Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas shall be amended to read as follows:

- (a) A fee of \$750.00 for residents of the town and \$850.00 for nonresidents shall be charged per trip, per person for basic life support (BLS) treatment and transportation by emergency ambulance to a full service hospital facility in response to a request received by the fire department for emergency medical services.
- (b) A fee of \$850.00 for residents of the town and \$950.00 for nonresidents shall be charged per trip, per person for advanced life support I (ALSI) treatment and transportation by emergency ambulance to a full service hospital facility in response to a request received by the fire department for emergency medical services.
- (c) A fee of \$950.00 for residents of the town and \$1,050.00 for nonresidents shall be charged per trip, per person for advanced life support II (ALSII) treatment and transportation by emergency ambulance to a full service hospital facility in response to a request received by the fire department for emergency medical services.
- (d) An additional fee of \$15.00 shall be charged per loaded mile.
- (e) In addition to all other fees charged hereunder, a fee of \$200.00 shall be charged per trip, per person for single-usage disposable items for those persons provided basic life support (BLS) treatment.
- (f) In addition to all other fees charged hereunder, a fee of \$400.00 shall be charged per trip, per person for single-usage disposable items for those persons provided advanced life support (ALS) treatment.

- (g) In addition to all other fees charged hereunder, a fee of \$150.00 shall be charged per trip, per person for single-usage disposable items utilized in conjunction with the provision and use of oxygen.
- (h) The foregoing fees have been established based, in part at least, on the centers for Medicare and Medicaid services (CMS) rates, which rates are the reimbursement rates for ambulance fees set by Medicare. When the CMS rate for advanced life support, level 2 ambulance service ("ALS 2") is increased the town's fee for providing advanced life support II ("ALSII") treatment and transportation ambulance service shall be increased from the then current fee amount by a similar amount and rounded up to the next higher ten-dollar increment. All other fee amounts for ambulance services shall be similarly increased from the then current fee in an amount proportionate to the ALSII increase and rounded up to the next higher ten-dollar increment. Any such increase shall become effective on the first day of the next fiscal year (October 1) of the Town of Flower Mound, and the foregoing fee schedule revised accordingly.

SECTION 4

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 where 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 5

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 the Ordinance any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 6

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 7

This Ordinance shall be in full force and effect from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF
SEPTEMBER, 2016.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

_____, TOWN ATTORNEY

AMBULANCE RATES for BENCHMARK CITIES June 24, 2016

BENCHMARK CITY	BLS			ALSI			ALSH		NON-TRANSPORT	LOADED MILE	OXYGEN
	RESIDENT	NON-RESIDENT	DISPOSABLES	RESIDENT	NON-RESIDENT	DISPOSABLES	RESIDENT	NON-RESIDENT			
KELLER	\$1,700.00	\$1,700.00		\$1,700.00	\$1,700.00		\$ 1,700.00	\$ 1,700.00	if ALS up to 200	\$ 15.00	
ALLEN	\$855.00	\$855.00	\$52.50	\$855.00	\$855.00	\$52.50	\$ 855.00	\$ 855.00	\$ 175.00	\$ 15.00	\$ 119.00
SOUTHLAKE	\$855.00	\$855.00		\$855	\$855		\$ 855.00	\$ 855.00		\$ 15.00	
LEWISVILLE	\$846.75	\$1,129.00	cost +150%	\$846.75	\$1,129.00	cost +150%	\$ 846.75	\$ 1,129.00	0 w/exceptions	\$ 12.00	\$ 50.00
DENTON	\$787.00	\$787.00		\$855.00	\$855.00		\$ 900.00	\$ 900.00	\$100/\$200	\$ 15.00	\$ 119.00
GRAPEVINE	\$787.00	\$787.00		\$855.00	\$855.00		\$ 900.00	\$ 900.00		\$ 15.00	\$ 95.00
COPPELL	\$750.00	\$850.00	\$200.00	\$ 850.00	\$ 950.00	\$ 400.00	\$ 950.00	\$ 1,050.00		\$ 1,500.00	\$ 150.00
N. RICHLAND HILLS	\$719.00	\$935.00		\$719.00	\$935.00		\$ 719.00	\$ 935.00		\$ 12.00	\$ 25.00
FRISCO	\$690.00	\$790.00		\$745.00	\$845.00		\$ 765.00	\$ 865.00		\$ 15.00	\$ 50.00
CARROLLTON	\$650.00	\$725.00	\$150.00	\$650.00	\$725.00	\$150.00	\$ 800.00	\$ 875.00		\$ 15.00	\$ 95.00
HIGHLAND VILLAGE	\$562.00	\$700.00	\$312.00	\$ 562.00	\$ 700.00	\$ 312.00	\$ 562.00	\$ 700.00	\$281/\$350	\$ 6.50	\$ 96.75
MCKINNEY	\$550.00	\$625.00		\$650	\$725		\$ 750.00	\$ 825.00	0 w/exception	\$ 15.00	\$ 60.00
FLOWER MOUND	\$400.00	\$500.00	\$75.00	\$ 500.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 700.00	\$ 100.00	\$ 10.00	\$ 50.00

NOTES:

Frisco charges \$50 for any medication administration (including O2)

Denton's average bill for transports in 2014 was \$1281.46

Keller has a flat fee: for residents they accept whatever the insurance/medicare/medicaid pays and write off the rest. Non-residents are billed any balance.

Keller residents without insurance get billed the medicare rate on the date of service.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: September 6, 2016

FROM: Eric Greaser *EG*

ITEM: Consider approval of proposal from Siddons-Martin Emergency Group, LLC to upgrade Fire Department Special Ops 504 Fleet #6300-17 unit for a total amount of \$88,883.00, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In 2004, the Town purchased, through a Homeland Security Grant, a 2004 Pierce Contender Special Rescue vehicle (Fleet #6300-17) that was originally designed to provide lighting and a breathing air fill compressor station. This apparatus is still used as air support for the Town as well as other mutual aid cities. However, over time, the needs of this apparatus have changed. The vehicle was recently upgraded to be able to fill both low and high pressure air cylinders. In the fall of 2014, North Texas was faced with the threat of the Ebola virus and the apparatus took on another role. The vehicle was re-equipped with personal protective equipment to be able to respond not only in Flower Mound but anywhere in Denton or Tarrant Counties to support hazardous material teams for recon and assisting other agencies with donning and doffing of personal protective clothing to protect the patient and first responders. The apparatus is a vital part in both air support and now to hazardous/major health event responses.

The original cost of the apparatus was \$256,000, with no equipment included. Today, to replace this apparatus would cost more than \$550,000. The Fire Department is recommending upgrading the generator; creating additional storage space and shelving for Bio-Hazard response equipment, MVA extended cleanup, and roadway safety; adding equipment to enhance extrication capabilities; and salvage and safety equipment. This upgrade would make this special operations apparatus state of the art for a much discounted price compared to buying a new equally equipped version.

Due to the structural upgrades and changes to the apparatus chassis and, captive replacement parts or components for equipment, it is recommended that these changes are made by the apparatus manufacture, Pierce Manufacturing. To decrease downtime, the unit will remain in service in Flower Mound until Pierce is ready for the unit, approximately four months. Flower Mound will then transport the unit to Weyauwega, WI, for upgrades. Estimated down time is four months.

A pre-payment discount of \$2,666.00 is provided in the proposal. Funds were approved with the adoption of the FY 15-16 budget to cover the cost of this upgrade.

FISCAL IMPACT: \$88,883.00

Proposed Expenditure:	Account Number(s):
\$88,883.00	100-660-63000-4020

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

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

ATTACHMENTS:

1. Siddons-Martin Emergency Group, LLC Proposal for 15807 Rescue Truck Refurb
2. Modification list to One (1) Pierce Saber Encore, Truck 15807
3. Email correspondence from Deats Stewart, Fleet Manager concurring with proposal to refurb

RECOMMENDATION:

Move to approve proposal from Siddons-Martin Emergency Group, LLC to upgrade Fire Department Special Ops 504 Fleet #6300-17 unit for a total amount of \$88,883.00, and authorize the Mayor to execute same on behalf of the Town.



3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

July 13, 2016

Eric Greaser, Chief
Flower Mound Fire Department
3838 Forums Dr
Flower Mound TX 75028

Proposal for 15807 Rescue Truck Refurb

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Flower Mound Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Flower Mound Fire Department and training on operation and use of the apparatus.

Description	Amount
15807-Refurb Refurb/Upgrade of 15807 Rescue Pierce, Saber, Rescue, ENCORE Price guaranteed for 60 days. Delivery within 7-8 months of order date.	Vehicle Price \$ 91,549.00
Full Prepay Discount (\$ 2,666.00). Total amount due with order.	Prepay Discount (\$ 2,666.00)
	SUB TOTAL \$ 88,883.00
	TOTAL \$ 88,883.00

Additional. Time to completion is approximately 8 months. Truck will need to be delivered to Pierce approximately 4 months from the time of the purchase order. Refurbishment work will take an additional 120 days to complete. Delivery to and from is responsibility of the customer and is not priced in this proposal. Prepayment discount is calculated from time of PO (net 15 days) until work is complete.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

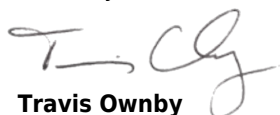
Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Travis Ownby
Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Flower Mound Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

FLOWERMOUND, TX

Modifications to: One (1) Pierce Saber® Encore, truck 15807

JULY 12, 2016

1. BUMPER

A one (1) piece bumper manufactured from .25" formed steel with a .38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will extend 22.00" from the face of the cab. The bumper will be 95.28" wide with 45 degree corners and side plates. The bumper will be metal finished and painted job color.

To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel.

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.

2. FRONT WINCH

A Warn Series 12, 12,000 lb electric winch will be added to the front bumper assembly and nest below the top aluminum treadplate surface. A 28.00" x 10.00" door for maintenance and access to the winch direction control lever and remote control plug will be provided. The cover will be provided with a a gas stay arm hold-open device.

Winch will be mounted on a surface that will not flex when the winch is in use, since it could bind working parts of the winch.

Winch will be braced by a three (3)-point mount, as recommended by the winch manufacturer.

Winch will have 125.00' of .375" galvalneal wire rope with hook, pre-spoiled on drum (14,400 lb rating).

Winch will have planetary gearing. Electric motor will have a thermal overload protection switch.

Wire cables to battery will be two (2)-gauge or larger. Speed and amperage draw of winch will be variable depending on winch load.

Winch will have a remote control cable 32.00' long.

A chrome four (4)-way roller fairlead will be supplied of sufficient strength to accommodate the winch capacity.

A label will be placed on or near the mount that states the maximum winch load rating and the maximum rope load rating that the mount can support.

3. MIRRORS

The existing mirrors will be removed and replaced with Ramco, Model 6001FFHR-750, polished aluminum 9.25" wide x 13.50" high mirrors with a full flat glass section will be mounted on each side of the front cab corner. A convex section will be bolted to the top of each mirror.

The flat glass in each mirror will be heated and adjustable with remote controls that are convenient to the driver.

The convex section in each mirror will be adjusted manually.

4. PAINT

The upper half of the cab will be repainted, with the roof of the cab to the rain drip painted red, and the area from the rain drip down to the side trim (standard break line) painted black. The lower section of the cab will remain red and not be painted.

The upper section of the cab will be stripped before paint. All removable items such as grille, windows, mirrors, brackets, doors, door hinges, and trim will be removed to ensure paint behind all mounted items.

5. COMPARTMENT MODIFICATIONS

P4 & D3: Install back wall that will allow the creation of a full depth compartment.

In an effort to create more storage space, the top of the compartment will be designed to go over the compartment roll up door drum. This will allow above door drum storage accessible from the other side.

Three (3) adjustable shelves will be provided in P4 & D3.

6. NON-SLIP SURFACE

Non-slip bright aluminum tread plate will be installed in the walking areas of P3 & D4.

7. COMPARTMENT LIGHTING

Two (2) white 12 volt DC LED compartment light strips will be installed in the nine (9) body compartments. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in compartments.

Two (2) Additional LED steps lights will be added to the ceiling of D4 & P3.

Opening the compartment door will automatically turn the compartment lighting on.

8. REAR RECEIVER

A trailer hitch receiver will be added to the rear of the vehicle. This installation will require a new rear substructure and will eliminate the rear drop down step.

The rear body substructure will be replaced. An access hole will be cut into the back wall of compartment D1 and P1 for access to the mounting bolts. The substructure will be dropped out from the bottom and the new substructure raised into place.
A panel will be provided over the access holes.

A 7-way trailer plug and 12V winch power supply to accommodate portable winch.

9. DOT/FVMSS LIGHTING

HEADLIGHTS

There will be four (4) JW Speaker, rectangular LED lights mounted in the front quad style, chrome trim housing on each side of the cab grille:

- The outside light on each side will contain a Model 8800-12V - DOT/ECE LB LED low beam module.
- The inside light on each side will contain a Model 8800 -12V - DOT/ECE HB LED high beam module.

DIRECTIONAL LIGHTS

There will be two (2) Whelen 600® series, LED directional lights in common bezel with the lower front warning lights.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be seven (7) Truck-Lite, Model 19036Y kit, amber LED lights with chrome mount provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.
- Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) Truck-Lite®, Model 33050R, LED lights used as identification lights recessed and located at the rear of the apparatus.

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed on the side of the apparatus as marker lights as close to the rear as practical per the following:

REAR FMVSS LIGHTING

The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/tail lights

- Two (2) Whelen, Model M6T, amber LED arrow turn lights
- There will be two (2) Whelen Model M6BUW, LED backup lights.

The lights will be mounted in a polished combination housing.

LICENSE PLATE BRACKET

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A polished stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

10. LIGHTBAR

The existing lightbar will be replaced with a 72.00" Whelen Model FN72VLED, LED lightbar.

This lightbar will include the following:

- One (1) red flashing LED module in the driver's side rear corner position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- One (1) red flashing LED module in the driver's side third front position.
- One (1) white flashing LED module in the driver's side fourth front position.
- One (1) 795 LED traffic light controller in the center positions set to national standard high priority.
- One (1) white flashing LED module in the passenger's side fourth front position.
- One (1) red flashing LED module in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side rear corner position.

The lenses will be clear.

There will be a switch in the cab on the switch panel to control the warning lights.

The traffic light controller will be controlled with the roof light switch.

There will be no momentary activation switch for the traffic light controller.

The white flashing LED modules and the traffic light controller will be disabled when the parking brake is applied.

The red flashing LED modules in the front positions may be load managed when the parking brake is applied.

11. SIDE 12 VOLT SCENE LIGHTING

There will be four (4) Fire Research Spectra, Model SPA260-Q15*, 12 volt LED surface mounted scene light installed two (2) each side of the body in place of the existing side scene lights. The light(s) will be controlled by the same means as the existing.

12. FRONT 12 VOLT SCENE LIGHTING

There will be one (1) Fire Research, Model SPA851-Q20-*, 12 volt LED floodlight(s) provided on the front visor, centered.

The light(s) will be controlled from a switch at the driver's and officer's side switch panel

13. ONAN 35KW SINGLE PHASE GENERATOR

The generator will be replaced with a larger PTO driven generator.

The new generator will be a single phase, four (4)-wire, Onan 35kW driven by a transmission "power takeoff" attached to the side of the transmission.

Generator performance will meet the American National Standards Institute (ANSI) C84.1-1982 voltage requirement as utilized from the receptacle.

Generator will have a built in automatic voltage control.

Generator will have a NEMA MG21 rating.

- Continuous Duty Rating: 35,000 watts
- Phase: Single
- Nominal Cycles: 60 hertz
- Nominal Amp Rating: 145 at 240-volts
- Engine Speed at Engagement: Idle
- Engine Speed Engaged: 1100/1400 rpm range
- Generator RPM: 1800 rpm

The output of the generator will be controlled by an electronic governor. The truck engine will be programmed so the generator's output is at 60 hertz.

The main chassis transmission PTO will power the generator. A stainless steel splash guard will be installed to reduce the amount of road spray on this frame-mounted generator.

The generator will be operable in the stationary mode with a shift control located inside the cab with an indicator light to note engagement. For safety, the automatic high idle will be activated through interlocks only after the chassis parking brake control is in the park position, the generator PTO transmission has made a complete shift and the truck transmission is in neutral.

An electric/hydraulic valve will supply hydraulic fluid to the clutch engagement unit provided on the chassis PTO drive.

INSTRUMENT PANEL

The instrument control panel will be reused. T

Individual breakers will be provided for all receptacles to isolate a tripped breaker from affecting any other on-line equipment.

GENERATOR LOCATION

The generator will be mounted under the body between the frame rails in place of the existing.

CIRCUIT BREAKER PANEL

The existing circuit breaker panel will be used.

END.

Donna Hill

From: Jacob Ventrca
Sent: Monday, August 08, 2016 10:42 AM
To: Donna Hill
Subject: Fwd: RE: Special Ops 504

Sent from my Verizon Wireless 4G LTE DROID

----- Forwarded message -----

From: Deats Stewart <deats.stewart@flower-mound.com>
Date: May 20, 2016 8:20 AM
Subject: RE: Special Ops 504
To: Sabrina Zadow <sabrina.zadow@flower-mound.com>
Cc: Jacob Ventrca <jacob.ventrca@flower-mound.com>

Sabrina,

I concur with Jacob's request that these types of repairs/upgrades will be better served by having the specialized vendor do the work. Regarding funding, I am not aware of the approved funding for this request since it did not come through Fleet originally, I will have to default to Purchasing to confirm funding and of course advise Jacob on the procurement procedures to move forward. I do not view this as a downed emergency so again I will default to you for procurement guidance.

Thanks,

Deats



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: September 6, 2016

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of an Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the temporary use of certain rooms by the Flower Mound Fire Department, and authorization the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town of Flower Mound is currently constructing a facility known as the Western O&M building at 6566 Stonecrest Road that is to be utilized by Flower Mound Fire and Emergency Services as a Temporary Fire Station. The scheduled opening of this facility was to occur in late August or early September of 2016. Due to construction delays on this facility and the reconstruction of Stonecrest Road from Canyon Falls Drive to the northern Town limits, the schedule has now been pushed back to late November.

Flower Mound Fire and Emergency Services have worked with the Argyle ISD to find an agreeable solution to this delay. The Argyle middle school opened its doors for students this August and serves a student population of over six hundred. The facility was constructed for future growth and contains a few classrooms as well as a "life skills apartment" that are not currently being utilized. This agreement provides access to this unused portion of the facility to be utilized as temporary quarters for FMFD Paramedic Engine 506.

The Town of Flower Mound agrees to pay a small fee for utilities in the amount of \$15.00 per day. This agreement is short term and will be utilized only until the Town's facility is completed and road conditions suitable for emergency response.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,800.00

Proposed Expenditure:	Account Number(s):
\$1,800.00	319-560-63000-5110

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

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

ATTACHMENTS:

1. Interlocal Agreement for Use of Facilities and Services with Argyle Independent School District

RECOMMENDATION: Move to approve an Interlocal Agreement for Use of Facilities and Services with the Argyle Independent School District for the temporary use of certain rooms by the Flower Mound Fire Department, and authorize the Mayor to execute same on behalf of the Town.

State of Texas §
County of Tarrant §

**INTERLOCAL AGREEMENT FOR
 USE OF FACILITIES AND SERVICES**

This Interlocal Agreement ("this Agreement") is made between the **Town of Flower Mound**, Texas (the "Town"), a home rule municipality, and the **Argyle Independent School District**, (the "District"), a political subdivision of the State of Texas.

WHEREAS, Chapter 791, Government Code, and Section 271.102, Local Government Code, authorize school districts and municipalities in the State of Texas to contract with one another for the providing of various governmental functions and services; and

WHEREAS, the District currently owns Argyle Middle School located at 6601 Canyon Falls Dr., Argyle, Texas 76226; and

WHEREAS, the District is currently not utilizing certain rooms located at Argyle Middle School; and

WHEREAS, the Town is in need of facilities to temporarily operate Flower Mound Fire Department ("FMFD") Engine 506 out of, while a more permanent fire station is now under construction at 6566 Stonecrest Rd., Argyle, Texas 76226; and

WHEREAS, the Town desires to use certain unused rooms located at Argyle Middle School for a temporary operation station for FMFD Engine 506, such use being more fully described herein; and

WHEREAS, the Town and the District agree to provide certain services to the other party, as more fully described herein; and

WHEREAS, a valid governmental purpose is served by use of such facilities and the services to be provided hereunder in order to maximize the benefits to the citizens of the Town and the District derived from each tax payer dollar; and

WHEREAS, the Town and the District agree to fund this use of the Facilities and services as set forth herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the District and the Town agree as follows:

A. Use of Facilities

1. The Town shall be entitled to use of the following rooms and equipment located at Argyle Middle School, 6601 Canyon Falls Dr., Argyle, Texas 76226. The rooms are the Life Apartment, Rm. No. 1021, including the restroom and shower; the Storage Closet, Rm. No. 1021C; the Office Room, Rm. No. 1021B; Rm. No. 1022; and the fixed or built in equipment, including but not limited to the washer, dryer, sink, microwave, cooktop, refrigerator,

shower, and restroom (hereinafter the "Facilities"), under the following conditions:

- a. The Town would be granted access to Argyle Middle School, the parking lot, and Facilities at all times during the term of this Agreement.
 - b. The Town would be allowed to move in certain furnishings to fulfill the FMFD's needs including but not limited to refrigerators, easy chairs, desks, desk chairs, beds, rolling gear racks, televisions, and radio equipment with antennas.
 - c. The District will supply the town with the necessary keys and/or access codes needed for the FMFD to access the Facilities at all times.
 - d. The Town will be allowed to secure the Facilities with locks or other devices to limit unauthorized access to the Facilities.
2. The Town will be allowed to utilize the parking lot for the parking of Engine 506 and the personal vehicles of the members of the FMFD that will be using the Facilities. The Engine and personal vehicles will be parked in agreed to spaces to minimize any disruption to normal school operations. If necessary, Engine 506 will be relocated or will vacate the school's property during student pick-up and drop-off times to avoid interference with those activities.
 3. The Town agrees that only uniformed personnel of the Town will be onsite at and around the Facilities. The FMFD will not have any riders or paramedic students at the or around the Facilities.
 4. The Town shall minimize the noise produced by the FMFD operations within and around the Facilities. This includes inside operations as well as use of the emergency siren on school property when possible.
 5. The Town will pay the District a sum of \$10.00 for the use of the Facilities for the entire term of this agreement. This payment will be made to the District by September 18, 2016.
 6. Nothing in this Agreement shall hinder the FMFD's duties to the safety and welfare of the general public.

B. Town Services

1. The Town agrees to pay \$15.00 per day the entire Term of this agreement to compensate the District for the utility costs associated with the FMFD use of the Facilities. The District shall send the Town at the end of each calendar. Town will have 30 days to pay the invoice.

2. The Town agrees to maintain and keep in good repair the interior and exterior Facilities. The Town is not responsible for any renovation costs to the Facilities and not responsible for repairs not attributed to the Town.
3. The Town agrees that upon termination of this agreement, the Facilities shall be returned to the conditions they were in prior to the Town taking possession of the Facilities.

C. District Services

District shall provide the Facilities with powered electrical outlets, running water, and air conditioning at all times.

D. Term and Termination

This Agreement shall be effective September 18, 2016, at which time the Town may occupy the Facility. This Agreement shall terminate on December 31, 2016, at which time the Town will return the Facility to its original condition and the District will have possession. Should the term of this agreement be extended, it must be done so in writing and signed by both parties.

E. Hold Harmless

Town and District waive all claims against each other and agree to release each other, and each other's officials, agents, officers and employees in both their public and private capacities, from any and all claims, suits demands, losses, damages, causes of action and liability of every kind including, but not limited to, court costs and attorney's fees which may arise due to any death or injury to any person, or the loss of, damage to or loss of use of any property arising out of or occurring as a consequence of the performance of this Agreement, whether such injuries, death or damages are caused by the sole negligence or joint negligence of Town, District, or their officials, agents, officers, or employees. Third party claims against Town or District shall be governed by the Texas Tort Claims Act or other appropriate statutes and laws of the State of Texas and the United States. It is expressly understood and agreed that in the execution of this Agreement, Town and District do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions.

F. Notices

Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

If to Town: Town of Flower Mound
 Attn: Town Manager
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

If to District: Argyle Independent School District
 Attn: Superintendent
 800 Eagle Drive
 Argyle, Texas 76226

G. Miscellaneous

1. By execution of this Agreement, each party represents to the other that:
 - a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
 - b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;
 - c. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
 - d. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.
2. This Agreement supersedes all prior agreements and representations concerning the matters contained herein, and constitutes the complete agreement between the parties.
3. The Town and District agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this Agreement.
4. No amendments to the Agreement shall be binding unless reduced to writing and signed by both parties.
5. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
6. This Agreement is fully performable in Denton County, Texas. Venue for any claim under this Agreement shall be in Denton County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the ____ day of _____, 2016.

ARGYLE INDEPENDENT SCHOOL DISTRICT

By: _____,
_____, President
Board of Trustees

ATTEST:

_____, Secretary
Board of Trustees

TOWN OF FLOWER MOUND

By: _____,
_____, Mayor

ATTEST:

Theresa Scott
Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: September 6, 2016

FROM: Ken Parr, Executive Director of Public Works

ITEM: Consider approval of the award of Bid No. 2016-72 to Red River Construction Co., for the construction of the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$3,837,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On August 4, 2016, bids were received and opened for the Wastewater Treatment Plant Rehabilitation Phase IV project, for rehabilitation of the Solids Facility. The project involves the replacement and rehabilitation of belt filter presses, pumping equipment, conveyor systems, and chemical application systems associated with the solids handling elements of the wastewater treatment plant. Of the four responding bidders, Red River Construction Co., submitted the lowest qualified bid, for a total bid price of \$3,837,000.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$3,837,000.00

Proposed Expenditure:	Account Number(s):
\$3,837,000.00	630-970-98471

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 this Construction Agreement document.

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

RECOMMENDATION: Move to approve the award of Bid No. 2016-72 to Red River Construction Co., for the construction of the Wastewater Treatment Plant Rehabilitation Phase IV project, in the amount of \$3,837,000.00; and authorize the Mayor to execute same on behalf of the Town.



**Town of Flower
Mound
Bid Tabulation**

Bid No: 2016-72 - Wastewater Treatment Plant Rehabilitation Phase

IV - Solids Facility Improvements Part I

Bid Opening: August 4, 2016 at 11:00am

Company	Total Bid
Red River Construction, Company	\$ 3,837,000.00
Archer Western Construction, LLC	\$ 4,020,435.00
Pepper Lawson Waterworks, LLC	\$ 4,209,100.00
BAR Constructors, Inc.	\$ 4,753,705.00

******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	8/5/2016
	Purchasing Manager	
	Town of Flower Mound, Texas	

TOWN OF FLOWER MOUND
WASTEWATER TREATMENT PLANT
REHABILITATION PHASE IV - SOLIDS
FACILITY IMPROVEMENTS PART 1

Bid # 2016-72

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 6th day of September, 2016, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Red River Construction Company, a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

WASTEWATER TREATMENT PLANT
REHABILITATION PHASE IV - SOLIDS
FACILITY IMPROVEMENTS PART 1,
Bid # 2016-72

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 **Three Million Eight Hundred Thirty Seven Thousand Dollars (\$3,837,000)** 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 Three Hundred Sixty (360) calendar days, and final completion of Three Hundred Ninety days (390) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall

supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

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

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

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

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment

to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

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

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

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

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

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

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall

retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

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

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

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

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

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

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

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. 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. 9

CONSENT ITEM

DATE: September 6, 2016

FROM: David Bauer, Construction Manager

ITEM: Consider approval of Change Order No. 3, for the Sagebrush Drive Improvements project, amending the contract with CD Builders, Inc., for an increase to the contract in the amount of \$81,309.31; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Change Order No. 3 provides for additional labor and materials to relocate 120-feet of 12-inch water main, not correctly identified on the original plans, and in the profile of the new roadway subgrade and drainage structure. This work requires after hours relocation minimizing impact to the area residents and businesses. It also provides for the addition of 8 pedestrian push button and sign assemblies not included in the contract and the removal, relocation, and construction of a new 7-foot x 4-foot box culvert, that connects all of Sagebrush Drive into the TxDOT drainage system at FM 2499, which was identified incorrectly on the TXDOT plans for a total increase to the project in the amount of \$81,309.31 and a revised contract amount of \$2,537,190.70. The change order also provides for 35 additional substantial and final completion days to complete the additional work provided for with this change order.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$81,309.31

Proposed Expenditure:	Account Number(s):
\$81,309.31	531-220-78053

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 3

RECOMMENDATION: Move to approve Change Order No. 3 for the Sagebrush Drive Improvements project, amending the contract with CD Builders, Inc., for an increase to the contract in the amount of \$81,309.31; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER

Effective Date: Effective on the date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: CD Builders, Inc.
9008 Trinity Blvd.
Hurst, TX 76053

Project: Sagebrush Drive Improvements

CHANGE ORDER NO. 3
The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
209	Remove and Relocate Barbed Wire Fence	Deduct	272	LF	\$7.89	(\$2,146.08)
407	7'X4' RCB (CL III)	Add	26	LF	\$404.49	\$10,516.74
303	40' Traffic signal pole and mast arm without luminaire	Deduct	1	EA	\$10,660.78	(\$10,660.78)
CO3-A	48' Traffic signal pole and mast arm without luminaire	Add	1	EA	\$12,828.75	\$12,828.75
310	Pedestrian push button and sign assemblies (APS compliant)	Add	8	EA	\$1,343.56	\$10,748.48
CO3-B	Equipment Rental for all work related to waterline lowering around box culvert and 60" storm line	Add	1	LS	\$25,809.88	\$25,809.88
CO3-C	12" Water Line Lowering including over time labor, bends, fittings, thrust blocking and restraints as required.	Add	1	LS	\$29,915.29	\$29,915.29
CO3-D	Flowable Fill for subgrade at box culvert	Add	1	LS	\$4,297.03	\$4,297.03
						\$81,309.31

Original Contract Price	\$2,439,999.99
Change Order No. 1	\$4,990.85
Change Order No. 2	\$10,890.55
Change Order No. 3	\$81,309.31
Revised Contract Price	\$2,537,190.70

Bid Item No.	JUSTIFICATION
209	Removes quantity in the contract which is no longer needed.
407	Provides for Installing an additional 26 feet of 7' X 4' Box Culvert Linear Feet per the Contract.
303	Removes the 40' traffic signal pole and mast arm replaced by the 48' assembly.
CO3-A	Provides for a 48" traffic signal pole and mast arm in lieu of the 40' assembly.
310	Provide 8 additional pedestrian push button and sign assemblies omitted in the contract.
CO4-B	Provides for all Equipment Rentals for all related work for the Water Lime Lowering (Night Work).
CO4-C	Provides for lowering 120 feet of 12" Water Main in conflict with Subgrade for the Pavement and Drainage Structure (Night Work).
CO4-D	Provides necessary subgrade support due to a high water table in the area of the 4 box culvert.

Original Substantial Completion Days	420
Change Order No. 1 Additional Days	4
Change Order No. 2 Additional Days	7
Change Order No. 3 Additional Days	35
Revised Substantial Completion Days	466

Original Final Completion Days	450
Change Order No. 1 Additional Days	4
Change Order No. 2 Additional Days	7
Change Order No. 3 Additional Days	35
Revised Final Completion Days	496

Recommended for Approval	David Bauer Construction Manager	Date	Contractor	Date
Approved	Thomas E. Hayden Mayor	Date	Contractor Title	



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: September 6, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Public Hearing to consider a tax rate of \$0.4390 per \$100 assessed valuation.

BACKGROUND INFORMATION: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to roll back or limit a tax increase. The Town is required by the Property Tax Code to hold two public hearings and publish a notice in the newspaper and on TV and web site before adopting a tax rate that exceeds \$0.415129 (the lower of the rollback rate or the effective tax rate). During the public hearing, taxpayers will be given the opportunity to express their views about the rate as it is proposed.

The effective tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The rollback rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The rollback rate calculation allows municipalities to raise 108 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate. The Town's rollback rate for FY 2016-2017 is \$0.439548.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$40,751,884

Proposed Revenue:	Account Number(s):
\$29,577,226	100-4105 Property Taxes
8,875,830	110-4105 Property Taxes
2,298,828	308-4105 Property Taxes

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

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

RECOMMENDATION: The Town Council does not have to take action on this item.

Note: The Mayor is required to make the following announcement:

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 19, 2016, at 6:00 p.m., at a regular Town Council meeting, to be held in the Town of Flower Mound Council Chambers, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028."



TOWN COUNCIL AGENDA ITEM NO. 11 REGULAR ITEM

DATE: September 6, 2016

FROM: Richard Brown, Senior Planner

ITEM: Public Hearing to consider a request for a Master Plan Amendment (MPA16-0004 – Bradford Park) to amend Section 1.0, Land Use Plan, and Section 3.0, Specific Plans, to change the land use designation from Low Density Residential and Village Retail to Medium Density Residential, High Density Residential, and Village Retail within Specific Plan Area 5 (SPA 5), and to amend certain development controls outlined within SPA 5 that apply to the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located south and west of the intersection of Waketon Road and Rippy Road. *(The Planning and Zoning Commission recommended denial by a vote of 4 to 2 at its August 22, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

DRAFT MOTION: Move to approve a request for a Master Plan Amendment (MPA16-0004 – Bradford Park) to amend Section 1.0, Land Use Plan, and Section 3.0, Specific Plans, to change the land use designation from Low Density Residential and Village Retail to Medium Density Residential, High Density Residential, and Village Retail within Specific Plan Area 5 (SPA 5), and to amend certain development controls outlined within SPA 5 that apply to the subject property, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: August 22, 2016

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA16-0004 – Bradford Park) to amend Section 1.0, Land Use Plan, and Section 3.0, Specific Plans, to change the land use designation from Low Density Residential and Village Retail to Medium Density Residential, High Density Residential, and Village Retail within Specific Plan Area 5 (SPA 5), and to amend certain development controls outlined within SPA 5 that apply to the subject property. The property is generally located south and west of the intersection of Waketon Road and Rippy Road.**

I. ITEM SUMMARY

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

The project has a companion Zoning Planned Development application (ZPD16-0006) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to amend Specific Plan Area 5 (SPA 5) of the Town's Master Plan to permit the applicant to proceed with the companion zoning application to develop a medium density and high density, single-family residential subdivision on the site. The current SPA 5 land use designation for the site is Low Density Residential. The subject property contains approximately 49.6 acres and is partially developed with single family dwellings and various accessory structures.

The Town's Master Plan establishes and defines the land use categories for the site as follows:

Low Density Residential-Residential development, typically being single family detached residential development with minimum 15,000 square foot lots or greater.

Medium Density Residential-Residential development, typically being single family detached residential development with minimum 10,000 square foot lots or greater.

High Density Residential-Residential development with five dwelling units per net acre or greater. Single family detached residential development with 5,000 to 8,000 square foot lots falls with this category, as do zero lot line houses, duplexes, townhouses, and

garden apartments.

Village Retail-Village Retail is a commercial development similar in design intent as neighborhood retail but with a more active and larger scale emphasis. The retail level of service is designed to attract a broader demographic and larger amount of population than just the local neighborhood customers. Land uses include retail, office, and professional office and will be organized around an open space amenity. The architecture will be uniform in style and should have double-sided access if appropriate. Building height may be more than one story.

The property is located along the frontages of Waketon Road (northernmost west-to-east and north-to-south alignments to Rippy Road, respectively) and the west line of Rippy Road. Surrounding land use designations (in a clockwise direction) include Village Retail uses to the north [PD-95 for Commercial District-2 (C-2) uses] and to the east [PD-89 for Retail-2 (R-2) uses] above Waketon Road's existing west-to-east alignment to its intersection with Long Prairie Road/FM 2499. Transitioning south of this section of Waketon Road and continuing east of the site is undeveloped property designated for Low Density Residential uses. A recent Master Plan Amendment (from Low Density Residential uses, Professional Office uses, and Neighborhood Retail uses to Medium Density and High Density Residential uses) provides for a mixture of medium density and high density residential uses being developed on property to the southeast (PD-137, Highland Court). Low Density Residential uses developed with single family detached dwellings (SF-15) abut the site's southern property line and wrap the site's western boundary to within approximately 1,100 feet of the south line of Waketon Road. The remaining adjacency is developed with Estate Residential uses and single family detached dwellings (SF-E).

The applicant has proposed the medium density component of the request to facilitate a transition from the adjacent residential to the high density component on the balance of the site. For illustrative purposes, the medium density land area within the development [see attachment B(1)] encompasses approximately 14.5 acres, which includes various open space areas. Within these areas, care has been given to establish physical boundaries that provide for the greatest opportunity to retain existing specimen trees while providing for a design that will lessen the impact of the proposed density at the site's western and southern perimeter. In summary, while the medium density allows for four dwelling units per acre, the actual density equates to approximately 1.93 dwelling units per acre. Furthermore, much of the site's open space is situated so as to provide for view corridors through the property as viewed from the site's perimeter, thereby creating a more relaxed built environment.

The development controls and associated exhibit for SPA 5 can be found in Attachment A(3). The specific elements of SPA 5 that are relevant to this site are listed below:

- Realignment of Waketon Road with large radius curves for vehicular safety in two locations as Waketon Road transitions from a north-south alignment to an east-west alignment to FM 2499. The intersection of Waketon Road and FM 2499 should be signalized at the time that it meets Manual on Uniform Traffic Control Devices (MUTCD) warrants, as should other major intersections of public streets.
- Low density residential is recommended along the west side of Rippy Road to

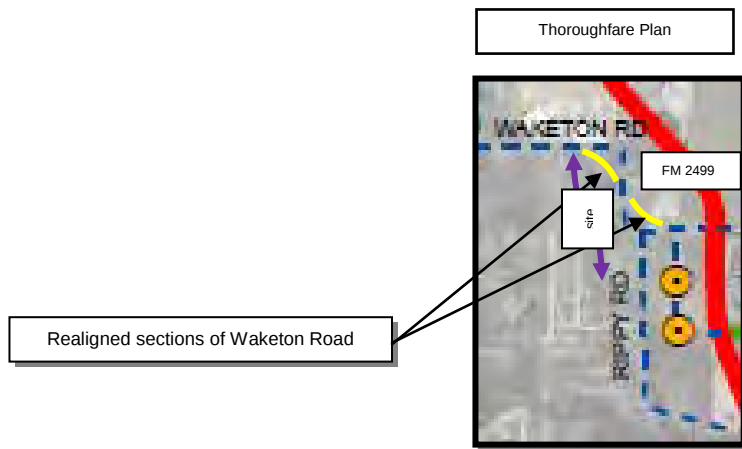
the limits of Specific Plan Area 5.

- Within the SPA 5 exhibit, notation is made in the northeast quadrant for the, 'Preservation of existing trees'.

It should be noted that the SPA 5 exhibit (as are the other respective SPA Exhibits) is conceptual in nature and provides general direction and addresses sensitivities. Specifically,

1. The images of buildings, parking, circulation, and open space are a conceptual diagram only. They are intended to provide an understanding of building relationships to each other and to the street, parking relationships, circulation points of entry and exit, and the role of public open space.
2. These drawings are not intended to be taken as a literal design, just a diagram to illustrate the design intent.

As noted in the companion application, ZPD16-0006, the Waketon Road and Rippy Road realignment is being accounted for in the applicant's design for the proposed residential subdivision (realignment shown for illustrative purposes only). The realignment will require the removal of existing trees to provide for adequate sight lines. Waketon Road and Rippy Road are designated as Urban Collectors, requiring a 60-foot right-of-way. The applicant will be dedicating (during future consideration of a record plat application) required additional right-of-way along each respective frontage.



It should be noted that the respective parcels required for the realignment will require a land use designation that mirrors where each 'lands' after the realignment is completed; see table, below.

LAND PARCEL LOCATION	LAND AREA (APPROXIMATE)	EXISTING LAND USE	REQUESTED LAND USE
WAKETON AT WAKETON, NEC OF SITE	1.53 ACRES	LOW DENSITY	VILLAGE RETAIL
WAKETON AT RIPPY	1.38 ACRES	VILLAGE RETAIL	HIGH DENSITY

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning change requests. At the time this report was written, staff had received two phone calls regarding the project and five letters in support and seven letters in opposition of the project. Additionally, a property owner spoke in opposition of the request at the August 15, 2016, Town Council meeting.

V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. SPA 5

B. Application Details

1. Master Plan Exhibit

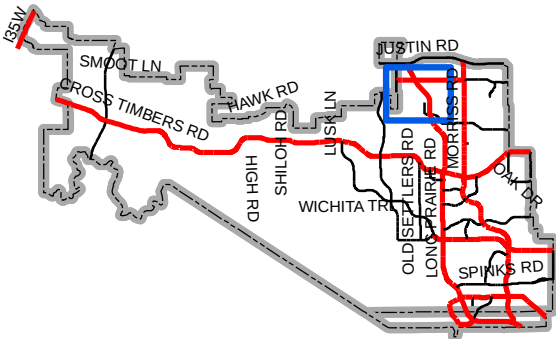
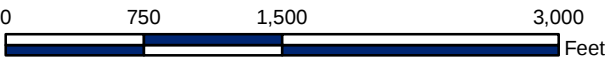
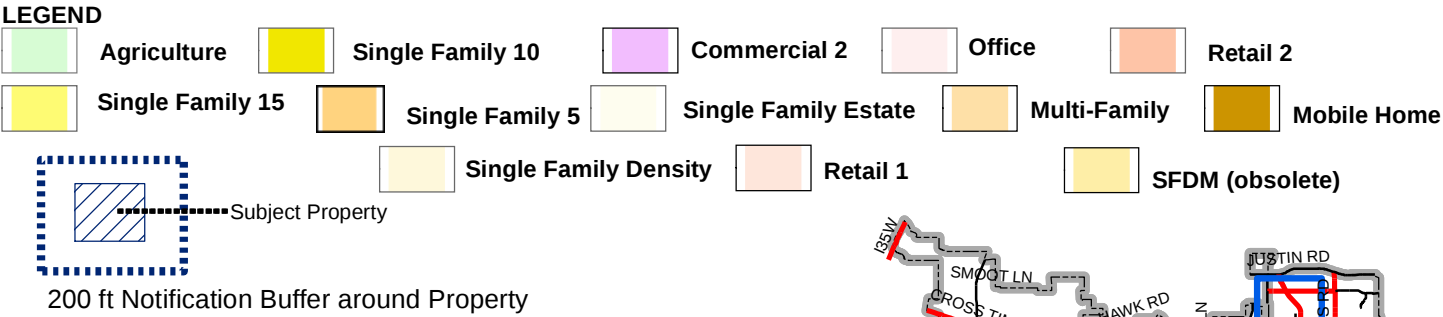
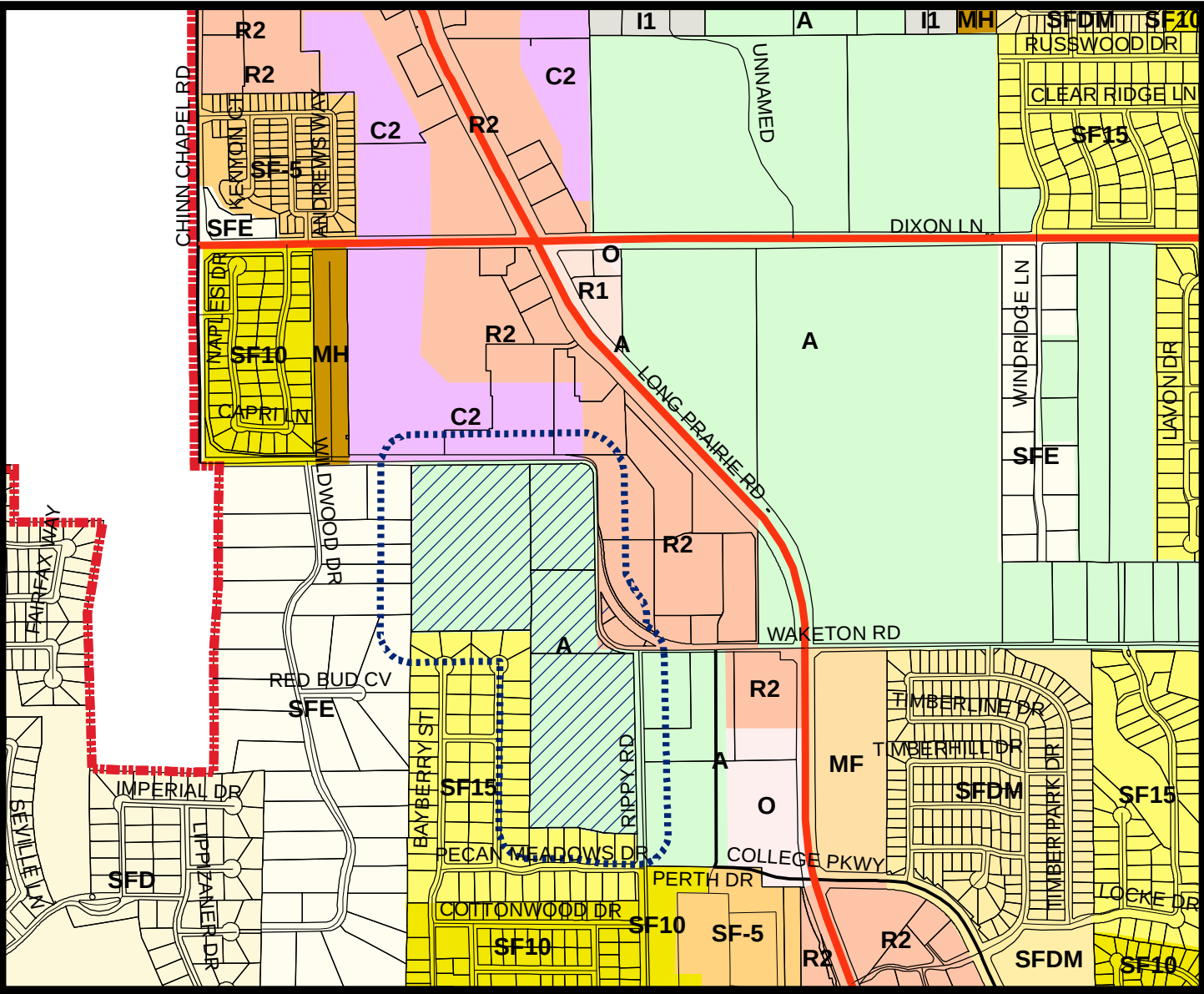
C. Correspondence

1. Correspondence in Support
2. Correspondence in Opposition



Vicinity Map

Reference Project: MPA16-0004 & ZPD16-0006



Map Location



July 18, 2016

Mr. Doug Powell
Executive Director of Planning Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75022

Dear Mr. Powell,

Applications have been submitted on behalf of my client, CalAtlantic Homes, for the proposed residential subdivision, Bradford Park. The applications include MPA 16-0004 and ZPD 16-0006. The subject property is approximately 50.5 acres and is generally located west of Rippy Road and south of Waketon Road.

The proposed Bradford Park residential development is bordered on the south and west by existing low density and estate density residential subdivisions. The proposed development is bordered on the north by a two lane urban collector, Waketon Road, and a major retail shopping center. The property is heavily treed, including 85 specimen trees and this creates unique value to both the community and the proposed development.

Flower Mound has consistently planned for single family residential development on the property. Gross density planned for the property has varied from 3.3 to 2 units per acre.

Request and Development Design Details

The request is to amend the Town's Master Plan from low density residential to medium density residential for the portion of the property that directly adjoins the existing subdivisions of Pecan Meadows and Wildwood Estates. The request for the majority of the remaining property is to amend the master plan to allow for high density, single family, detached residential. There is approximately 1 acre of property that after the future realignment of Waketon Road will be north of Waketon Road. The request for this 1 acre is to amend the master plan so that it is reclassified as SPA 5 (Commercial).

Bradford Park's design utilizes a clustering technique to provide orderly transitions from the existing residential and major retail developments and provide superior tree preservation. The

design includes over 12 acres of open space, specifically located to maximize tree preservation of the most significant specimen trees and is less impactful to the existing subdivisions than a design that would meet the requirements of low density residential.

To transition from the existing residences and preserve existing trees, open space buffers of 5.5 acres and lots that comply with Flower Mound's current medium density residential designation are proposed. To transition from the major retail and the urban collector and preserve protected and specimen trees, smaller lots and 6.7 acres of open space is proposed (total open space is 12.2 acres or almost 25% of the site). Gross density for the proposed subdivision is approximately 3.2 units per acre and equivalent to the average yield from Flower Mound's medium density residential designation.

Tree Preservation

As previously mentioned, portions of the property are heavily treed. There are approximately 85 specimen trees and hundreds more protected trees on the property. The proposed design of Bradford Park was developed to maximize the number of existing trees, especially specimen trees, preserved. This plan enables the preservation of 56 of those specimen trees. A previously prepared low density plan only preserved approximately 20.

Master Plan History

Significant changes to the Flower Mound's Master Plan have occurred on adjacent properties. In the 2001 Master Plan, the adjacent property to the north (current site of the major retail shopping center, Robertson Creek) was designated as neighborhood retail and low density residential. This was intended to provide a transition zone from the major retail located at FM2499 and FM407. The transition zone was eliminated in 2005 when the Master Plan was changed to allow Robertson Creek to be developed.

The 2006 Master Plan Update Committee recognized the land use for the remaining property in the area had been impacted and a Master Plan amendment would be required. Various proposals for increased density and retail were reviewed at the time. After lengthy discussion, the Committee, the Planning and Zoning Commission and the Town Council decided that the master plan amendments for the subject property were best made by evaluating specific applications made on behalf of the land owners.

The concerns raised in 2006 are still relevant today. CalAtlantic carefully planned Bradford Park to address those concerns to the greatest extent possible. The resulting design provides superior land use transitions and tree preservation.

Please let me know if there are additional questions I can answer.

Sincerely,

Kendra Stephenson

Kendra Stephenson,
Principal, Portmanteau Consulting

3.0 SPECIFIC PLANS

Specific Plan Area #5

Specific Plan Area #5 is bounded on its southern limit by Timber Creek and extends north to the intersection of FM 2499 and Dixon Road. Rippy Road, Waketon Road and Chinn Chapel Road form the western boundary of the plan area. The eastern element of the plan is a strip approximately five-hundred feet in depth that extends from Timber Creek to the south connecting to Dixon Road to the north.

The general land use concept for Specific Plan Area #5 is one that mixes low-density residential with neighborhood retail, village retail, and professional office. The locations for commercial were established from an analysis of the proposed transportation system and existing development patterns.

Within Specific Plan Area #5, College Parkway, Waketon Road and Dixon Road intersect with FM 2499. Possible development around these key intersections should serve to accommodate the Town's need for an expanded retail base.

In each of the neighborhood retail development areas emphasis is placed on orientation of buildings, creating public open space, landscape buffers and limited access to aid transportation and traffic flows.

On the west side of FM 2499 beyond the neighborhood retail and village retail land uses are segments of residential low density land use that extend to the limit of the plan area. Points of pedestrian access interconnect the neighborhood retail and residential developments.

A unique design element is the use of landscape screens that vary from 30' to 50' in width along both sides of FM 2499. Along the western and northern boundary abutting the roadways is the Town's pedestrian trail system extending through the plan area and linking with the trail system beyond.

Elements included in Specific Plan #5 are as follows:

- a. Neighborhood and village retail and/or professional office land uses are identified along the corridor with major retail at and about the southwest corner of Dixon Road and Long Prairie Road (FM 2499) (the "Robertson's Creek development"). The key concerns for planning these developments are as follows:
 - Development organized around public open space amenity.
 - Amenity can be a public square or other form.
 - Surface parking to be divided into units of 100 cars or less, and landscaped in accordance with the Town's Land Development Regulations, except for the Robertson's Creek development.
 - Only single double-sided bay of parking along FM 2499 frontage.
 - Limit curb cuts from major roads by coordinating curb cuts between adjoining properties.
 - Double-sided access to retail that faces public open space amenity element.
 - Uniform architectural design within contiguous areas.
- b. Realignment of Waketon Road with large radius curves for vehicular safety in two locations was Waketon Road transitions from a north-south alignment to an east-west alignment west of FM 2499. The intersection of Waketon and FM 2499 should be signalized at the time that it meets UMTCD warrants, as should other major intersections of public streets.
- c. Except as described below, low density residential is recommended along the east side of Rippy Road south of Waketon Road. The depth of this land use is recommended to be 550' from Rippy

3.0 SPECIFIC PLANS

Road, measured from the ROW line at Rippy Road and parallel to the Rippy Road ROW line. High density residential and medium density residential uses are recommended for the area north and east of Rippy Road and south of the future extension of College parkway as shown on the SPA 5 map. High density residential and medium density residential uses in this area shall only include single family detached residential uses.

- d. Low density residential also is recommended along the west side of Rippy Road to the limits of Specific Plan Area #5.
- e. Village retail is recommended along FM 2499, as indicated on the plan, to increase economic development opportunities and commercial land uses along FM 2499.
- f. Neighborhood retail is recommended along Dixon Road in the northern limits of this Specific Plan. The vehicular access to this retail should be coordinated with the access for the Major Retail north of Dixon Road in Specific Plan Area #6.
- g. FM 2499 should have a landscape treatment of long sweeping curves of plantings that vary between 20' and 35' from the maximum ROW line.
- h. Pedestrian linkages should be provided between neighborhood retail/professional office land uses and the adjacent residential uses. These pedestrian linkages are to be integrated into all site planning for development proposals in the identified areas.
- i. Dixon Road and Waketon Road, west of FM 2499 as indicated on the plan, are proposed to transition from a divided road section to an undivided section with a more rural character. This character should include no median and consideration of a swale drainage system instead of concrete curb and gutter. College Road will be designated and aligned west of Long Prairie Road as shown on the attached SPA 5 development controls exhibit.
- j. The existing trees along Dixon Road are to be integrated and preserved as Dixon Road is improved and/or widened, as much as is fiscally possible. If preservation of the trees is to occur, additional ROW will need to be acquired for roadway improvements.
- k. A Town-wide pedestrian trail system has been adopted as part of the Town's Parks and Trails Master Plan. Its location in this Specific Plan is indicated by the dots linking neighborhoods together. The system should follow creek alignments and existing tree stands as much as possible.
- l. A 30' wide living screen landscape buffer is recommended between commercial developments adjacent to all residential land uses. These buffers would also be required to include masonry walls between dissimilar land uses, as required by the Town's Land Development Regulations.
- m. Limited curb cuts will be allowed along FM 2499. Access drives should be coordinated so that they allow cross-vehicular movement for more than one property.
- n. Buildings should incorporate human-scale proportions at entries and front facades through the use of arcades, porte-cocheres, and other shade producing elements.
- o. Roofs of commercial buildings 15,000 SF and under are to be hip, gable or a combination of the two. The Town Council may approve, upon recommendation from the Planning and Zoning Commission, a waiver request to this requirement for buildings within this SPA 5 provided that: (1) any such building(s) being considered for a waiver shall be part of a large-scale multi-building development of 25 acres or larger; and, (2) possessing a meritorious Unified Design Theme; or

3.0 SPECIFIC PLANS

provided that: such building is located at the southwest corner of the intersection of Waketon Road and Long Prairie Road on certain property described as 1.495 acres of land in the Jesse Watkins Survey, Abstract Number 1324, Denton County, Texas. Structures larger than 15,000 SF should have no visible area of flat roof from any adjacent properties. A mansard parapet structure, in a combination of vertical and sloping sections, will be required along 100% of the roof perimeter.

- p. The black arrows connecting roadways with development areas identify primary curb cuts for vehicular access. The location of property access will be dependent on adjacent property circulation, final site plan design and projected traffic data as defined by a transportation planner.
- q. No development shall occur in the Timber Creek 100-year floodplain.

3.0 SPECIFIC PLANS

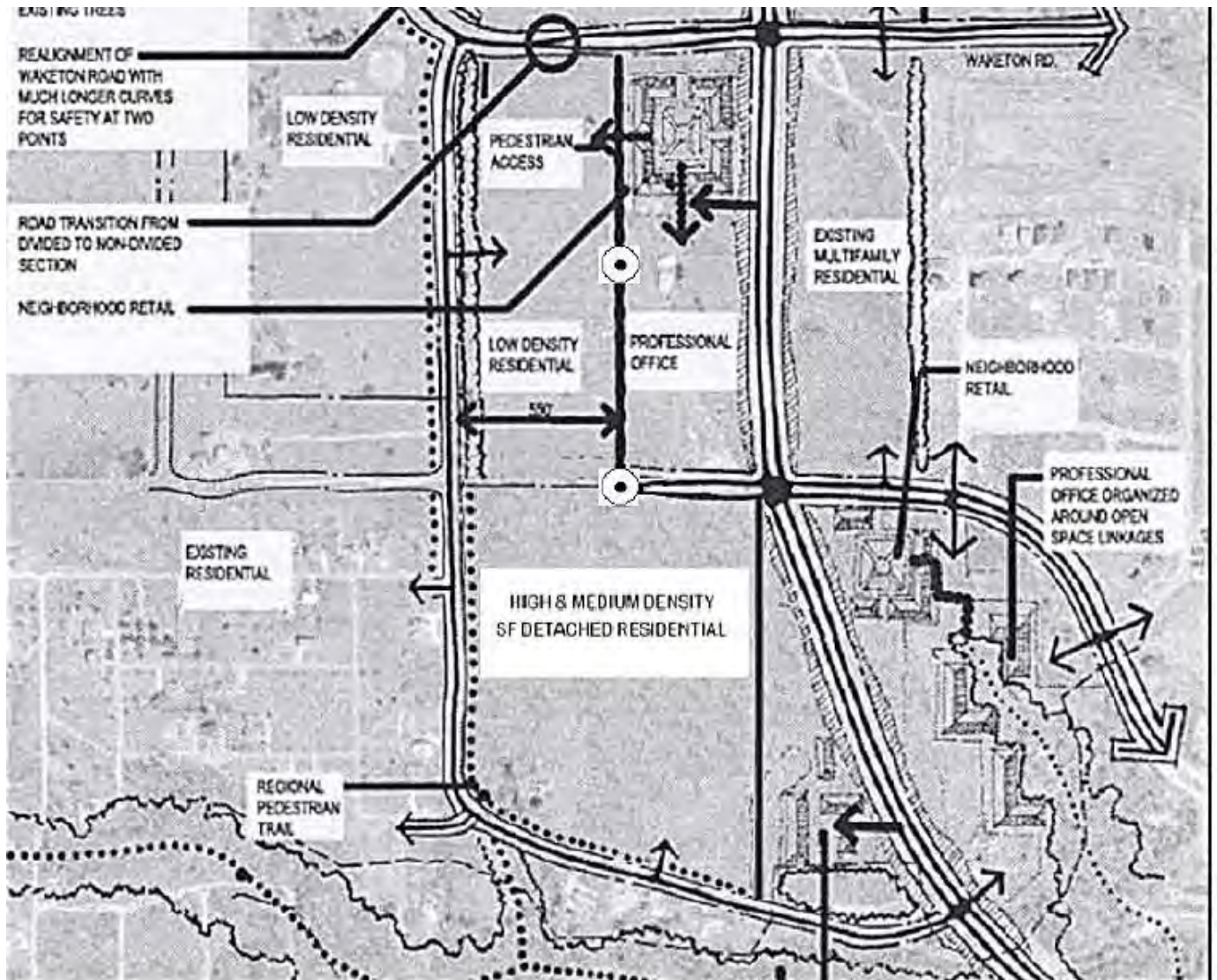
Amendments to Specific Plan Area #5 Development Controls Exhibit:

Ordinance No. 22-15

Adopted: April 20, 2015

Ordinance No. 27-15

Adopted: May 4, 2015



From: Brice Perkins
Sent: Monday, August 01, 2016 3:07 PM
To: Town Council
Cc: Richard Brown
Subject: Braford Park Development

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed Bradford Park development. This development has been designed to preserve the existing beauty of the property including the topography, protected and specimen trees and the privacy enjoyed by the existing neighbors to the greatest extent possible.

Saving existing trees is important to Flower Mound residents and this proposal does a superior job of that over 65% of the 85 specimen trees will be preserved. This is not common in a development of this size.

Lastly, this development address the issues related to the changes that allowed Robertson Creek to be built instead of single family residential. These issues have been recognized by council and other boards and committees since 2006. Essentially making Bradford Park a transitional area.

I urge you to vote in favor of the proposed Bradford Park development.

Thank you in advance!

Brice Perkins

1414 Stapleton Ln
Flower Mound TX 75028

From: Russell Webb
Sent: Monday, August 01, 2016 5:28 PM
To: Richard Brown
Subject: I am FOR Bradford Park Residential Waketon
Importance: High

Please vote FOR the Bradford Park residential subdivision off Waketon. I feel like we need single families in that area to go along with the retail growth.

Thank you,

Russell B. Webb
4112 Marbella Drive
Flower Mound, TX 75022

From: George Beach
Sent: Wednesday, August 03, 2016 12:20 PM
To: Richard Brown; Town Council
Cc: Linda Beach
Subject: Zoning for Bradford Parks Subdivision

My wife and I live at 4717 Youpon in the Pecan Meadows subdivision and we support the creation of the Bradford Parks Subdivision. Please approve the zoning request.
George & Linda Beach

From: Marc Tuckey
Sent: Tuesday, August 09, 2016 3:19 PM
To: Richard Brown
Subject: Bradford Park Development

Planning and Zoning Members,

I'm am in support of the proposed Bradford Park development. This development has been designed to preserve the existing beauty of the property including the topography, protected and specimen trees and the privacy enjoyed by the existing neighbors to the greatest extent possible. Saving existing trees is important to Flower Mound residents and this proposal does a superior job of that. Over 65% of the 85 specimen trees will be preserved and that is not common in a development of this size.

Lastly, this development address the issues related to the changes that allowed Robertson Creek to be built instead of single family residential. These issues have been recognized by council and other boards and committees since 2006. Essentially making Bradford Park a transitional area.

I urge you to vote in favor of the proposed Bradford Park development.

Thank you in advance!

Marc Tuckey
Resident
3940 Saturn St

From: Brenda Windham
Sent: Thursday, August 11, 2016 1:13 PM
To: Town Council; Richard Brown
Subject: Bradford Park Development

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed Bradford Park development. This development has been designed to preserve the existing beauty of the property including the topography, protected and specimen trees and the privacy enjoyed by the existing neighbors to the greatest extent possible.

Saving existing trees is important to Flower Mound residents and this proposal does a superior job of that over 65% of the 85 specimen trees will be preserved. This is not common in a development of this size.

Lastly, this development address the issues related to the changes that allowed Robertson Creek to be built instead of single family residential. These issues have been recognized by council and other boards and committees since 2006. Essentially making Bradford Park a transitional area.

I urge you to vote in favor of the proposed Bradford Park development.

Thank you,

Robert and Brenda Windham

-----Original Message-----

From: Norma Kline]

Sent: Thursday, July 28, 2016 3:14 PM

To: Richard Brown

Subject: CalAtlantic Site Plan Waketon and Rippy Road

Richard,

I wanted to express my opinion regarding the site plan that comes before the P & Z committee slated near or around August 8th and the Town Council on or around August 15th.

I do think that CalAtlantic did a very nice job respecting the concerns for the low density homes home sites along the neighboring Pecan Meadows homes both on Pecan Meadows Drive, Singing Brook Drive and Bayberry. They also did a very agreeable green scape entering the property. The transition to medium density and keeping the older oaks and solid wood trees and root systems is appreciated.

While we can all learn to live with the traffic, I must express my greatest concerns:

Those are:

High density plan along Rippy Road and drainage. If the builder would place at least half of the high density homes to medium density homes along Rippy Road we have more of a continuation of medium to low density homes along this corridor. I could live with that. This allows any development on the east side of Rippy Road to better conform to a transition of property size for future builds. It also transitions well aesthetically.

I live at 5104 Singing Brook and have had the city out twice in 18 years to review the dog leg corner of my property where we are not allowed to build anything because of right of way and drainage. This is something that was in place when we purchased the home. The city engineers brought out satellite photos to show me there wasn't an issue, but they came when we had had very little rain. There is an issue because of the build up of dirt from flowing waters and because the flow is not correct, the water sits in my yard for weeks following the final rains. A previous neighbor north of me blocked his drainage right of way with bricks and soil which has made an issue for those people down hill from him. The water doesn't dissipate correctly as designed. I don't know what is built east of me or what blocks any of the fencing. I was told that I would have to pay to have this corrected, as would all of the neighbors north of me.

Next, it looks like the overflow movement of the changed pond on the site will now flow into Pecan Meadows. Please let me know if I am wrong.

Our drainage on the streets has handled the excess drainage okay now in high rains, but am very concerned that they will now flood our streets from any drainage flowing south from the north on Singing Brook. Will all water flow be directed toward Waketon Road north of Pecan Meadows. Moving on how will the drainage pipe size being proposed help make sure that rain water flows openly and freely so that my back yard and those along Pecan Meadows drive aren't dealing with flooded back yards worse than they already are because it drains so slowly.

I do plan to be at the P & Z Meeting. Please make sure that all committee members are aware of both the likes and dislikes of the plan prior to the August 8th meeting. Please let the builder know of my concerns as well so that they can be shared with all involved.

Norma Kline
5104 Singing Brook Road
Flower Mound, Texas 75028

Patricia O'Toole
5560 Wildwood dr.
Flower Mound, TX 75028

June 20, 2016

RE: Rezoning Waketon and Rippy Road

Dear Zoning Board Commissioners,

I would like to comment on the Zoning of the property on Waketon Road and Rippy. My family moved to Flower Mound in 1994. We picked Flower Mound for the unique country atmosphere. We could have moved to an area in Flower Mound where the houses were close together, but we wanted to spread out and have land to breath, grow plants and enjoy. We like the fact that Flower Mound protects trees and has a master plan in place to keep from over building. Now our neighbors who borders us wants to rezone to high and medium density lots. They will move and we will live with the results.

- One of my concerns is drainage. I am afraid all the water which will not be able to drain in the ground, due to all the cement will end up in my back yard.
- Another concern is the traffic that 156 houses would bring to the neighborhood. Even if the S curve on Waketon was fixed there would be too many cars for the 2 lane country road which runs into Double Oak.
- There are old beautiful trees on the property that must be kept alive. Trees help keep our air fresh and helps alleviate the traffic noise.

Please help us keep the integrity of our country living, save our trees, wildlife and peace and keep the agricultural or very low density zoning. We want to keep Flower Mound an unique living area, not like overly populated areas like Frisco and Plano.

- ◆ Please vote no on the high and medium density lots on Waketon and Rippy Road.

Thank you for your time and keeping our town unique.

Patrica O'Toole



From: Judy Cortinas
Sent: Wednesday, August 03, 2016 8:40 PM
To: Richard Brown; planning; Town Council
Subject: Bradford

Richard,

We are writing to request that the requested Master Plan amendment on the Bradford Park development be denied.

We feel there should not be any high density residential lots/homes in in the project that backs up to existing Low Density and Estate residential neighborhoods.

We are looking for the protection of the Master Plan that recommends the Land be used for Low Density single family housing. When we moved into Pecan Meadows 17 years ago, we counted on the surrounding properties to reflect the continuity of our neighborhood. Pecan Meadows are all approximately 1/2 acre lots.

This is the same battle we fought with Highland Court. However, Highland Court did convert retail/commercial land into residential on FM2499. There was a little more reasoning to the need to build high density. The Bradford project is off of Waketon and behind Robertson Creek Shopping Center. There is no benefit to creating high density there. The small entry to the shopping center is very quiet, and poses nothing detrimental to homes being built. Once Waketon is improved that would pose nothing harmful for a neighborhood either.

We have no problem with the land use being Medium Density Residential single family homes. We were presented with a wonderful plan by David Weekly but evidently, due to the sales price of the land, that became obsolete. We do welcome a neighborhood there, just not a congested high density one as is proposed.

While I understand a landowner wanting to get the best price for his land, one must also consider the reasoning of it. The high density homes that will be built under this plan will start around \$550,000. That serves none of the needs of Flower Mound for reasonable affordable housing for young families or seniors.

You must also consider the effect it will have on the value of our homes. The homeowners surrounding the project, just like the land owners of Bradford Park, would like to get a fair value for our home, too. I know that a Pecan Meadows homeowner was able to get their Tax Value adjusted down \$50,000 this year, using the upcoming high density housing near us as the reason. So, for the benefit of a few land owners, it will not benefit the existing homeowners in Pecan Meadows adjacent/back up to the project.

Please deny the requested Master Plan change.

Thank you.

Rudy and Judy Cortinas
3301 Pecan Meadows Dr
Flower Mound

From: sjms4877 .
Sent: Thursday, August 04, 2016 1:37 PM
To: Richard Brown
Subject: Cal Atlantic Homes - Rippy Road Constrution

Dear Mr. Brown:

My name is John Irish, and I live at 3405 Pecan Meadows, Flower Mound TX 75028. I have lived in Flower Mound for over three years and plan to live in Flower Mound for many years to come.

I chose to live in Flower Mound, and specifically **Pecan Acres Addition/Pecan Meadows** because:

1. **Serenity:** The area is quiet with low density housing.
2. **Low Traffic:** Since the area consists of low density housing, the traffic is manageable.
3. **Lots of old trees:** There are a lot of trees that are decades old.
4. **Country feel:** There is a country side feel to this neighborhood.

I recently learned of a potential rezoning effort proposed by Cal Atlantic Homes, for the property located between Rippy Road and Waketon Rd. The rezoning would include a Master Plan amendment transitioning the land use from Neighborhood Low Density Residential, to High Density Residential.

I am **strongly opposed** to rezoning that would allow for High Density Residential land use. My main reasons for the opposition are:

1. **Increased Traffic:** A high density residential will increase the traffic on the existing roads by a large factor.
2. **Current Zoning:** One of the top reasons I moved to this area.
3. **Decreased Property value:** Our property value may decrease by rezoning the low density zone as a high density zone as no one would prefer to have a high density zone, right beside their neighborhood.
4. **Decreased Safety:** Our neighborhood may be less safer due to the rezoning, because, occupants of high density residential have very little stake and responsibility for their dwelling when compared to single family home dwellers, thereby, they might not care for the neighborhood they live in, as much as single family home owners do.
5. **Loss of trees:** Trees that have been growing for decades would be lost. We (the town) have already lost a huge number of trees due to the Riverwalk project and the Lakeside project. We need to preserve as many trees as we can.
6. **Other High Density areas:** There are already high density residential projects (in the form of Riverwalk and Lakeside) going on. The town doesn't need more high density residential projects.
7. **Additional Traffic Lights:** One or more traffic lights at Rippy Rd and College Parkway may need to be added onto FM 2499 in the future, creating even more stop-and-go traffic between 407 and 3040.
8. **Schools will be impacted.**

9. **There already is a shortage of single family homes.**

I am very concerned with how a High Density Residential development would affect not just my neighborhood, but the Town of Flower Mound. I kindly ask for your support in opposition to rezoning & any Master Plan amendments that would include High Density Residential development. Please uphold the current zoning which is low density residential. Thank you for your time.

Best regards,
John Irish

From: Cynthia Spilberg
Sent: Thursday, August 04, 2016 3:57 PM
To: Richard Brown
Subject: MPA16-0004 BRADFORD PARKS

Dear Planning & Zoning and Town Council,

Outside of our children, our home is our biggest investment. It is our sons' futures. It is our golden years. Yet the home we have invested so much in has stopped performing.

According to Denton Central Appraisal, this year our home did not increase in value. Why? Per the appraisal agent, "People that live on large lots do so for privacy. They pay a premium for that privacy." The agent further stated that "having a high density neighborhood built in your proximity makes your neighborhood and hence your home, less private. Therefore, buyers are less likely to pay the higher price tag."

Last year our neighborhood was promised by the developer and the Town of Flower Mound that having a high density development near us would improve our home values. That has not been the case.

Since Highland Court, our homes have been perceived as less private therefore, becoming less desirable and less sellable. Not a single residence sold this year. If this is the effect of a high density development southeast of us, one can only imagine the devastating property value loss that will occur to our homes if a high density development is approved next to us.

Please save our homes, our quality of life and our families' futures. Deny recommendation of another High Density development in SPA5. Deny MPA16-0004.

Regards,
 Cynthia Spilberg

Per Denton Central Appraisal website:

Year	Improvement(s)	Land	Market	Appraised	Assessed
2016	\$399,355	\$100,645	\$500,000	\$500,000	\$500,000
2015	\$413,054	\$86,946	\$500,000	\$500,000	\$500,000
2014	\$376,054	\$86,946	\$463,000	\$463,000	\$463,000

Highland Court was approved April 20, 2015 (after the 2015 assessments were mailed).

From: Paul Porter
Sent: Monday, August 08, 2016 12:09 PM
To: planning
Subject: Bradford Park Zoning Change: Waketon Rd at Rippy Rd

Planning and Zoning Committee,

I have been a Flower Mound resident since 1994, and have lived in the Pecan Meadows subdivision since 1998. I live at 5208 Singing Brook Road, which backs up to the Bradford's property. We have enjoy the pasture view and periodic birth of new calves that roam their property. I have participated in previous planning and zoning, as well as, town council meetings in the past. Unfortunately, I won't be able to attend the August 8th meeting.

I did want to let the committee know that I am against the recent proposal to by CalAtlantic Homes to dramatically increase the housing density of the the land generally to the west of Waketon Rd at Rippy Rd. I did see the previous plan submitted by David Weekley Homes, that I supported and believe was a reasonable compromise in changing from the current "all" Low Density zoning. I understand that the property owners declined the David Weekley plan because that wanted a higher price for the land. While I can appreciate their desire to maximize the sale price of their properties, I don't believe it is the responsibility of the town to accommodate their potentially inflated price at the expense of existing and future residents.

My specific concerns are similar to those of my neighbors:

1. High/medium density is not consistent with Pecan Meadows or the homes on Wildwood Dr.
2. Smaller lots and homes will bring down the value of our homes and property.
3. Traffic onto Rippy Rd will already rise due on the increased density from the Highland Court development. Adding higher density to Bradford Park will make this even worse.
4. Cutting down a large number of specimen trees due to the density of home on small lots.
5. Condition of Rippy Rd is deteriorating due to more traffic and construction already. Direct Development's plan "for Rippy Road to maintain its rural charm" was just a way for them to avoid sharing in the cost to improve the road. The portion of Rippy Rd frequented by the Highland Court construction has significantly impacted a portion of the road already. The same type of road issues can be seen on Waketon Road as well, just west of 2499.

I do believe this property can be developed in a way to preserve the stated values of Flower Mound, and without the need to clear cut trees, and increase roof tops to include high density. Highland Court used a nice model of having high density backed up to the retail along 2499 and transitioned to medium density closer to Pecan Acres and Pecan Meadows. It makes perfect sense for this development to continue that same transition from medium density along Rippy Rd to low density adjacent to Pecan Meadows homes.

Thank you for investing your time and your commitment to making Flower Mound a great place for all of us to live.

Best regards,
Paul

Paul Porter
5208 Singing Brook Road

-----Original Message-----

From: Lisa Malone

Sent: Thursday, August 18, 2016 11:02 AM

To: planning

Subject: Bradford Park Proposed Subdivision

Dear Planning and Zoning,

We are writing with our concerns for the Bradford Park Zoning request change from low density to 82% high density. Please keep the original zoning as the Master Plan called for "Low Density"; or at least compromise with "medium density".

Below are our concerns if this zoning request is approved.

- Proposed lot sizes are incompatible to our homes in Pecan Meadows. This change would mean that there is no transition from the Low density which is currently built.
- This would create significantly more traffic along Waketon and Rippy Roads. The traffic study was done during the summer hours. These are both very heavily traveled roads when school is in session (which is 10 months out of the year). The study needs to be taken during that time. The traffic is getting increasingly more difficult to get out on to 2499, and this does not even include the traffic from the developments already approved and in process i.e.: Riverwalk, Highland Court, and Hawks Hill development.
- This plan calls for the removal of the majority of the specimen trees on these properties. The prior plan that was rejected by the land owners from David Weekly was going to save 80% of those trees and had a much more comparable plan to our adjoining neighborhood with low to medium density housing.

We are not against development; however, we too made our biggest investment 15 years ago when we selected this neighborhood. We did our research and carefully studied the Master Plan for the undeveloped land around us which had a big impact on our decision to purchase our home here. We already compromised a lot when it came to the Highland Court development which was not left at low density; however the developer did work along with the neighbors to have the compromise. Again, we were supportive with the David Weekly plan which was going to be low to medium density.

Please consider the many residents that will be directly affected if this zoning request and tree removal is approved. We are the ones that will have to live with the aftermath while the developers and land owners move on. Please keep Flower Mound from becoming another Frisco or Plano.

The reason Flower Mound is voted the best place to raise a family is because while it continues to grow, we have plans in place like the Smart Growth plan and the Master Plan.

Please consider our concerns when making your decisions on the master plan zoning amendment and the tree removal for this property.

Thank you for spending your time and energy looking out for the best interest for the residents of Flower Mound while our town continues to grow.

Thank you,

Lisa and Mark Malone
5025 Bayberry St.
Flower Mound, Texas 75028

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, AND SECTION 3.0, SPECIFIC PLANS, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, TO CHANGE THE CURRENT LAND USE REFLECTED ON A PORTION OF SPECIFIC PLAN AREA NUMBER 5 (SPA 5) FROM LOW DENSITY RESIDENTIAL USES AND VILLAGE RETAIL USES TO MEDIUM DENSITY RESIDENTIAL USES, HIGH DENSITY RESIDENTIAL USES ON APPROXIMATELY 49.56 ACRES OF LAND, AND FROM LOW DENSITY RESIDENTIAL USES TO VILLAGE RETAIL USES ON APPROXIMATELY 1.39 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324, DENTON COUNTY, TEXAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 49.56 acres of land situated in the J. Watkins Survey, Abstract Number 1324, Denton County, Texas, have filed an application for a Master Plan Amendment to change the current land use reflected on a portion of Specific Plan Area Number 5 (SPA 5) from Low Density Residential uses and Village Retail uses to Medium Density Residential uses, High Density Residential uses, and Village Retail uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on August 22, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on September 6, 2016, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Master Plan Amendment on the property;

WHEREAS, the Town Council finds that amendment of the Master Plan as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended on the hereinafter described property and area as shown below:

49.56 acres of land and 1.39 acres of land situated in the J. Watkins Survey, Abstract Number 1324, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, Land Use Plan, and Section 3.0, Specific Plans, of the Master Plan are hereby amended to change the current land use reflected on a portion of the Specific Plan Area Number 5 (SPA 5) map from Low Density Residential uses and Village Retail uses to Medium Density Residential uses, High Density Residential uses, and Village Retail uses as depicted on Exhibit "B," attached hereto and incorporated for all purposes.

On page 3.23 of the Master Plan, Subparagraph (d) is amended to read as follows: Medium Density and High Density residential is recommended along the west line of Rippy Road, between Pecan Meadows Drive and the southern east-west alignment of Waketon Road, with a depth of approximately 725 feet from Rippy Road, measured from the ROW line at Rippy Road and parallel to the Rippy Road ROW line, and along the west line of the north-south line of Waketon Road, between the southern section of the east-west alignment of Waketon Road and the south line of the northern section of the east-west alignment of Waketon Road, with a depth ranging from 795 feet to 1,380 feet from the north-south alignment of Waketon Road, measured from the ROW line at the Waketon Road ROW line, as this section of Waketon Road will be realigned as detailed on page 3.22.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

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

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, **TOWN ATTORNEY**

Exhibit "A"
Description of Property

TRACT ONE
19.936 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being all of that tract of land described in Deed to Donald R. Parks and wife, Margaret M. Parks, as recorded in Volume 929, Page 508, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 2 inch iron pipe found in the west line of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas for the common southeast corner of said Donald R. Parks and wife, Margaret M. Parks tract and northeast corner of Lot 26, Block S of PECAN MEADOWS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 134, Plat Records, Denton County, Texas;

THENCE South 89 degrees 04 minutes 11 seconds West, leaving said west line and with the common south line of said Donald R. Parks and wife, Margaret M. Parks tract and north line of said Addition, a distance of 786.64 feet to a 2 inch iron pipe found for the common southwest corner of said Donald R. Parks and wife, Margaret M. Parks tract and northwest corner of Lot 15, Block S of said Addition;

THENCE North 00 degrees 29 minutes 15 seconds East, leaving said common line and with the west line of said Donald R. Parks and wife, Margaret M. Parks tract, passing at a distance of 727.73 feet a 3/4 inch iron rod found, and continuing in all for a total distance of 1,113.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the south line of Waketon Road, a 60 foot right-of-way, for the northwest corner of said Donald R. Parks and wife, Margaret M. Parks tract;

THENCE North 89 degrees 23 minutes 46 seconds East, with said south line, a distance of 772.61 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common northeast corner of said Donald R. Parks and wife, Margaret M. Parks tract and northwest corner of that tract of land described in Deed to Donald R. Parks and wife, Margaret Mary Parks, as recorded in Volume 1669, Page 292, Deed Records, Denton County, Texas;

THENCE South 00 degrees 33 minutes 39 seconds East, leaving said south line and with the east line of said Donald R. Parks and wife, Margaret M. Parks tract recorded in Volume 929, Page 508, a distance of 725.92 feet to a 1/2 inch iron rod found for the common southwest corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and northwest corner of the above mentioned Ricky Dale Cain and Lisa Renee Cain tract;

THENCE South 00 degrees 23 minutes 27 seconds West, continuing with said east line, a distance of 382.87 feet to the **POINT OF BEGINNING** and containing 19.936 acres of land, more or less.

TRACT TWO

6.957 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being all of that tract of land described in Deed to Donald R. Parks and wife, Margaret Mary Parks, as recorded in Volume 1669, Page 292, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the east line of that tract of land described in Deed to Donald R. Parks and wife, Margaret M. Parks, as recorded in Volume 929, Page 508, Deed Records, Denton County, Texas for the common southwest corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and northwest corner of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas;

THENCE North 00 degrees 33 minutes 39 seconds West, with the common west line of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and said east line, a distance of 725.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the south line of Waketon Road, a 60 foot right-of-way, for the common northwest corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and said Donald R. Parks and wife, Margaret M. Parks tract recorded in Volume 929, Page 508;

THENCE North 88 degrees 42 minutes 21 seconds East, leaving said common line and with said south line, a distance of 416.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the northeast corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292;

THENCE South 00 degrees 33 minutes 39 seconds East, a distance of 728.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the north line of the above mentioned Ricky Dale Cain and Lisa Renee Cain tract for the southeast corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292;

THENCE South 89 degrees 02 minutes 53 seconds West, with the common south line of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and said Ricky Dale Cain and Lisa Renee Cain tract, passing at a distance of 21.35 feet a 1/2 inch iron rod found, and continuing in all for a total distance of 416.76 feet to the **POINT OF BEGINNING** and containing 6.957 acres of land, more or less.

TRACT THREE
5.489 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being all of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas and being all of Lot 1, Block B of WAKETON RANCH, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 9, Plat Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the east line of that tract of land described in Deed to Donald R. Parks and wife, Margaret M. Parks, as recorded in Volume 929, Page 508, Deed Records, Denton County, Texas for the common northwest corner of said Ricky Dale Cain and Lisa Renee Cain tract and southwest corner of that tract of land described in Deed to Donald R. Parks and wife, Margaret Mary Parks, as recorded in Volume 1669, Page 292, Deed Records, Denton County, Texas;

THENCE North 89 degrees 02 minutes 53 seconds East, with the common north line of said Ricky Dale Cain and Lisa Renee Cain tract and south line of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292, passing at a distance of 395.41 feet a 1/2 inch iron rod found for the southeast corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292, and continuing in all for a total distance of 423.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the west line of Waketon Road, a variable width right-of-way, for the northeast corner of said Ricky Dale Cain and Lisa Renee Cain tract;

THENCE South 00 degrees 32 minutes 57 seconds East, with said west line, a distance of 71.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the north corner of the above mentioned Lot 1, said point being at the beginning of a non-tangent curve to the left having a central angle of 16 degrees 04 minutes 45 seconds, a radius of 670.00 feet and a chord bearing and distance of South 25 degrees 16 minutes 16 seconds East, 187.41 feet;

THENCE Southerly, continuing with said west line and with said curve to the left, an arc distance of 188.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the east corner of said Lot 1;

THENCE South 56 degrees 41 minutes 26 seconds West, leaving said west line, a distance of 93.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the east line of the above mentioned Ricky Dale Cain and Lisa Renee Cain tract for the south corner of said Lot 1;

THENCE South 00 degrees 32 minutes 57 seconds East, with said east line, passing at a distance of 219.55 feet a 1/2 inch iron rod with a yellow plastic cap stamped "WAI" found for the southwest corner of Lot 2, Block B of the above mentioned WAKETON RANCH Addition, and continuing in all for a total distance of 249.06 feet to a 1/2 inch iron rod found for the southeast corner of said Ricky Dale Cain and Lisa Renee Cain tract;

THENCE South 89 degrees 05 minutes 46 seconds West, a distance of 432.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the east line of PECAN MEADOWS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 134, Plat Records, Denton County, Texas, for the southwest corner of said Ricky Dale Cain and Lisa Renee Cain tract;

THENCE North 00 degrees 23 minutes 27 seconds East, with the common west line of said Ricky Dale Cain and Lisa Renee Cain tract and east line of said PECAN MEADOWS ADDITION, passing at a distance of 51.19 feet a 5/8 inch iron rod with a red plastic cap stamped "GONZALEZ" found, passing at a cumulative distance of 157.88 feet a 2 inch iron pipe found for the common northeast corner of said PECAN MEADOWS ADDITION and southeast corner of the above mentioned Donald R. Parks and wife, Margaret M. Parks tract recorded in Volume 929, Page 508, and continuing with the common west line of said Ricky Dale Cain and Lisa Renee Cain tract and east line of said Donald R. Parks and wife, Margaret M. Parks tract recorded in Volume 929, Page 508 in all for a total distance of 540.75 feet to the **POINT OF BEGINNING** and containing 5.489 acres of land, more or less.

TRACT FOUR
19.048 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being part of that tract of land described in Deed to W.E. Bradford and wife, Clair Bradford, as recorded in Volume 579, Page 261, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the common southwest corner of said W.E. Bradford and wife, Clair Bradford tract and an interior ell corner of PECAN MEADOWS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 134, Plat Records, Denton County, Texas;

THENCE North 00 degrees 31 minutes 52 seconds East, with the common west line of said W.E. Bradford and wife, Clair Bradford tract and east line of said Addition, a distance of 1,134.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the southwest corner of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas;

THENCE North 89 degrees 05 minutes 46 seconds East, leaving said common line, a distance of 432.48 feet to a 1/2 inch iron rod found for the southeast corner of said Ricky Dale Cain and Lisa Renee Cain tract;

THENCE North 00 degrees 32 minutes 57 seconds West, with the east line of said Ricky Dale Cain and Lisa Renee Cain tract, a distance of 29.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "WAI" found in the north line of the above mentioned W.E. Bradford and wife, Clair Bradford tract for the southwest corner of Lot 2, Block B of WAKETON RANCH, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 9, Plat Records, Denton County, Texas;

THENCE North 89 degrees 25 minutes 30 seconds East, with the common north line of said W.E. Bradford and wife, Clair Bradford tract and south line of said Lot 2, a distance of 263.42 feet to a PK nail set for the northeast corner of said W.E. Bradford and wife, Clair Bradford tract, said point being in the approximate centerline of Rippy Road, an asphalt road;

THENCE South 01 degrees 12 minutes 22 seconds East, with said approximate centerline, passing at a distance of 8.14 feet a PK nail found with shiner for the northwest corner of that tract of land described in Deed to Hawks Ramsey, LLC, as recorded in Document No. 2007-51767, Deed Records, Denton County, Texas, and continuing in all for a total distance of 1,208.59 feet to a 1/2 inch iron rod found for the common southeast corner of said W.E. Bradford and wife, Clair Bradford tract and an exterior ell corner of the above mentioned PECAN MEADOWS ADDITION;

THENCE Westerly, with the common south line of said W.E. Bradford and wife, Clair Bradford tract and north line of said PECAN MEADOWS ADDITION, the following three (3) courses and distances:

North 88 degrees 23 minutes 04 seconds West, leaving said approximate centerline, a distance of 244.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 79 degrees 12 minutes 28 seconds West, a distance of 176.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 89 degrees 09 minutes 18 seconds West, a distance of 313.92 feet to the **POINT OF BEGINNING** and containing 19.048 acres of land, more or less.

Proposed Use
Land Use Plan
Specific Plans
Urban Design Plan
Parks & Trails
Thoroughfare Plan

Water Plan
Wastewater Plan
Economic Impact

Master Plan Features
PD for Medium & High Density Single Family Residential
Long Prairie District
SPA 5
Long Prairie District
There is a trail along the north line of Waketon & east line of Rippy.
Waketon Rd. - Urban Collector 60' R.O.W.
Rippy Rd. - Urban Collector 60' R.O.W.
16" line on east side of Waketon Rd.
12" line along Waketon R.O.W.
N/A

Owner:
William E. Bradford
5301 Rippy Rd.
Flower Mound, TX 75028
972-539-8685
Contact: Bill Bradford

Owner:
Rick & Lisa Cain
5410 Waketon Rd
Flower Mound, TX 75028
214-212-4187
Contact: Rick Cain

Owner:
Donald Parks
3433 Waketon Rd.
Flower Mound, TX 75028
214-763-0903
Contact: Don Parks

Owner:
Hawks Ramsey, LLC
2648 F.M. 407 East, Suite 200
Argyle, TX 76226-7010
214-674-4013
Contact: Todd Weaver

Engineer / Surveyor:
J. Volk Consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972-201-3100
Contact: Jay Volk

Applicant:

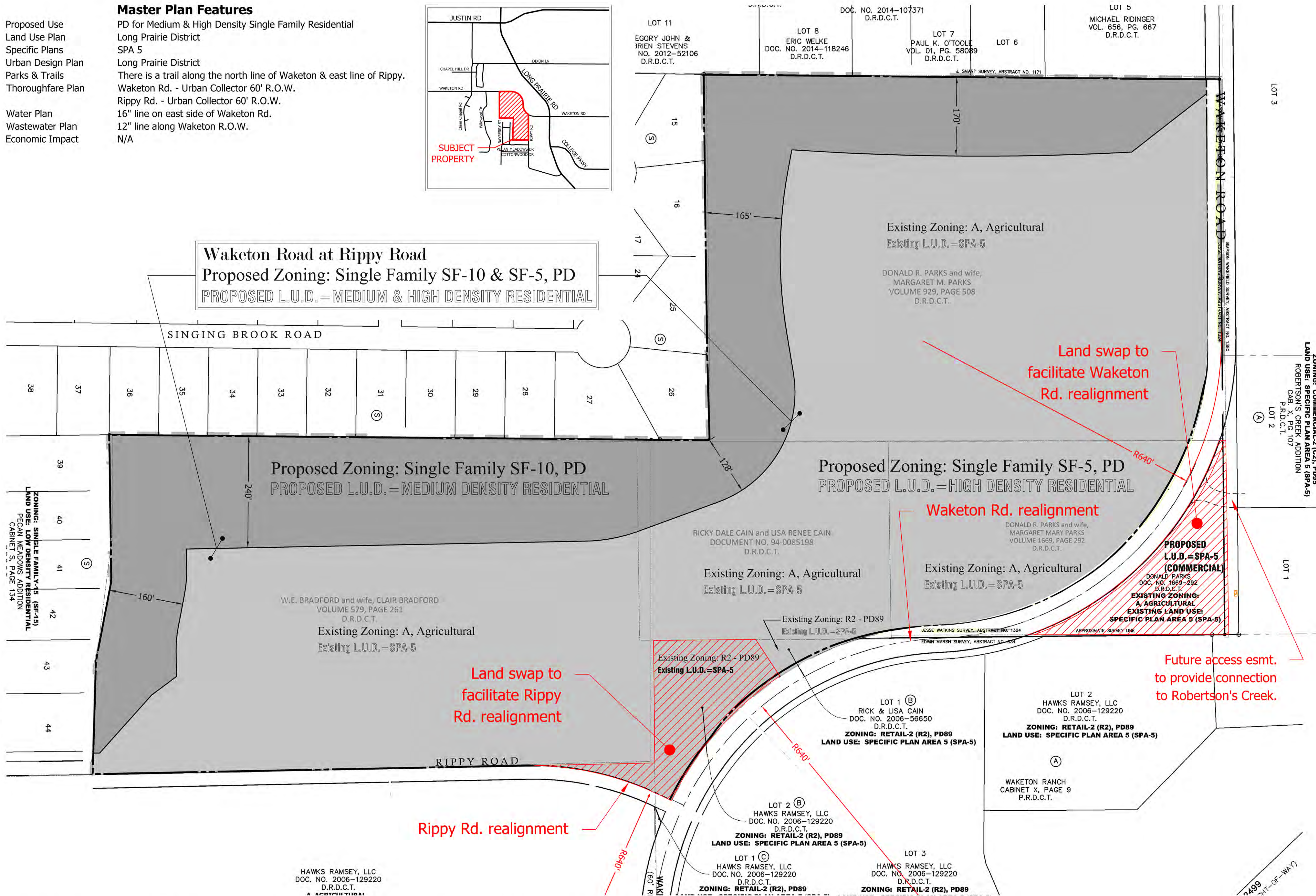


CalAtlantic Homes of Texas, Inc.
2600 Network Blvd., Suite 600
Frisco, TX 75034
469-731-3126

Planner:

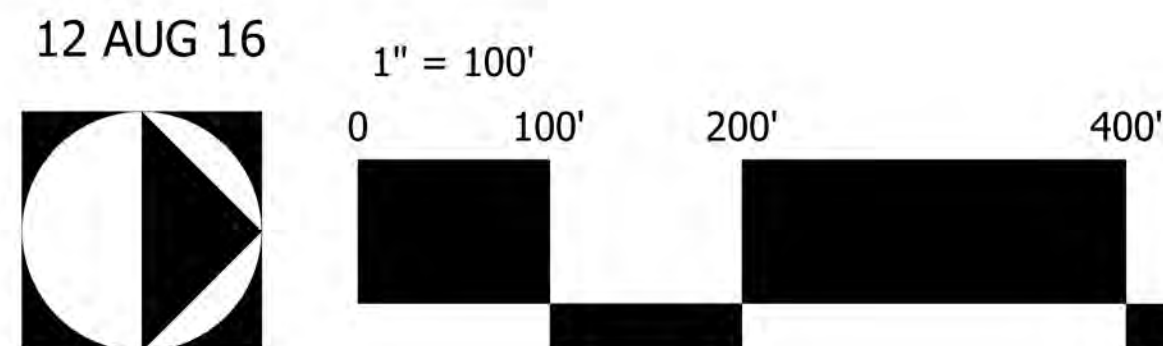


SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626



49.56 Acres - 156 Residential Lots, 9 Open Space X Lots (12.19 ac.)

Master Plan Exhibit



Bradford Park

Flower Mound, Denton County, Texas

From: Edgar Wynne
Sent: Thursday, August 18, 2016 1:08 PM
To: planning
Subject: bradford parks

Dear Planning , I for one want to say NO to Calatlantic homes Bradford parks sub-division.
We don't need this High density **7.26 houses per acre**.

We don't need to be adding 156 homes with at least 2 drivers per household means **312 more cars on Waketon**.
When there's already heavy traffic, and then commuters trying to access 2499 south will use Rippy. then of course there is the problem of speeding down Rippy already.

I do believe we were told when Highland Courts was approved that it would not lead to more High density ,

I understand the land owners wanting to get the most money out of their land
but we have to be concerned with what kind of impact this will have on the surrounding neighbors and the traffic

Thank you,
Eddie Wynne

From: Raleigh
Sent: Friday, August 19, 2016 12:39 PM
To: planning
Subject: Bradford Parks

Dear P&Z,

I am concerned about the proposed Bradford Parks plan. Although I do not oppose growth, I believe the current proposal of such densely located houses and the increased traffic on Waketon will devalue not only the properties in the area, but the entire quality of life we now enjoy. More and more, you are allowing Flower Mound to lose its unique, inviting atmosphere that has attracted so many people here. We're looking more like Plano every month - and that's not a compliment. Please decrease density levels in Bradford Parks.

Thank you,
Raleigh Campbell
3300 Cottonwood Drive

From: Jay Burger

Date: August 19, 2016 at 10:31:30 PM CDT

To: "chuck.russell@flower-mound.com" <chuck.russell@flower-mound.com>, "matthew.hotelling@flower-mound.com" <matthew.hotelling@flower-mound.com>, "Planning@flower-mound.com" <Planning@flower-mound.com>

Subject: Bradford Parks Development

Reply-To: Jay Burger

Dear Sirs,

I am writing to voice my concerns/objections to the Bradford Parks development as it is currently planned.

As a long-term resident of Flower Mound I have seen a lot of change both good and bad.

Recent changes in the towns activities, both P&Z and Town Council, are very concerning.

This town has made itself into a desirable place to live entirely by controlling growth, and fostering an atmosphere of a rural lifestyle close to the city.

This is NOT what has been happening recently. Highland Court and Lakeside being prime examples of an effort to create the new fad urban lifestyle. This lifestyle requires home/work/play to be within walking distance. This town is just not built for that. Flower Mound has been a bedroom community with lots of privacy. That fact has made it one of the most desirable places to live in the metroplex.

The residents surrounding the property in question are not opposed to development. However, we would like to see the town honor the Master Plan. Many of us made our home purchase counting on that plan to be upheld by the town. The Master Plan does not allow for this high density development in a set-back property in such close proximity to medium density developments.

I understand the builder and the property owners want to maximize their profits, and this is where you all come into play. Protecting the desires of the community who will have to suffer the

loss of beautiful trees, unmanagable traffic problems, loss of privacy, and lower property values.

You were elected to be our voice and protect our rights. Not sell out to the highest bidder.

We are already seeing similar homes that were built in the River Walk and not selling, but sitting empty for almost a year.

Please do not allow a development of this type in this area. The community would have no problem with a medium density development--just not this high density plan.

Thank you for your attention,

Edwin Burger

5109 Singing Brook
Flower Mound, Tx 75028

From: teresa donner
Sent: Friday, August 19, 2016 3:27 PM
To: planning
Cc: [REDACTED]; Sudheesh Thampi
Subject: proposed Bradford Parks plan

Planning Committee,

As a resident of Pecan Meadows, we strongly oppose CalAtlantic's high density development plan.

We specifically purchased our home here 16 years ago because of the privacy -- our back yard backs into the green space (currently home to a few cows). This privacy is valuable both in dollars and in regards to peaceful living. The high density development will take this away from us and our neighbors. This will decrease our home value and greatly decrease our living enjoyment.

Another aspect of the development property is all of the trees. These trees keep out the traffic noise, gives protection from the glaring summer sun and absorbs carbon dioxide -- all great benefits to our personal health. We have already lost so many trees from the development behind the 2499 businesses, which has allowed traffic noise in our back yard -- which we have not had in the past 16 years! It is horrible -- our peaceful oasis (which is much needed in today's stressful life) has already been compromised, to say the least.

Our peaceful backyard is being intruded upon by those seeking financial gain and not considering the overall picture for those who already live here. This financial gain is at our expense, the very people who live and work and contribute to this town.

We are planning to attend the P&Z meeting scheduled on 8/22, but wanted to let you know how this development will negatively impact our lives and greatly disturb our happiness and enjoyment of this home.

Sudheesh & Teresa Thampi
5204 Singing Brook Rd, Flower Mound

To Planning and Zoning Commissioners and Town Councilmembers,

I am writing you today to register my opposition to the master plan amendment for the proposed Bradford Park development along Rippy and Waketon Roads. Less than 2 years ago an application for a MPA for another development, Highland Court was filed with the town. Originally proposed with apartments, it was approved in May 2015 with a mix of high (6500 sq ft minimum lots) and medium density. The mix was about 2/3 high density and 1/3 medium density. That property was master planned as a mix of LOW density residential towards the eastern edge of Rippy Road and garden office commercial for the area close to 2499. During the approval process, there was widespread concern among the neighborhood including myself that that property would be the first domino to fall and the tracts to the north and northwest of Highland Court would also be proposed as high density. At the time of approval, a then current councilmember tried to alleviate our concerns when he stated that the reason that high density was approved was because of the tract's proximity to 2499 and that would be different for the west side of Rippy Road.

Much to my relief, I was contacted in the summer of 2015 by a local realtor requesting a meeting with Pecan Meadows residents to view a proposed medium density development for the Bradford, Cain and Parks property along Waketon and Rippy Roads. The development would be 106 homes on the roughly 50 acres. Special care had been taken by the developer to propose a development that would complement Pecan Meadows homes. The developer saved a majority of specimen trees. I have attached that proposed development as an attachment. Based on two meetings with the current residents, virtually all the neighbors approved of and supported the development, even though it required a master plan amendment to medium density. I for one actually thought that the developer was being overly generous with modifications to be accommodating to adjacent residents. Unfortunately, the project was shelved. After receiving this news, I contacted the developer's representative to see if there was any way to save the development. He said that it came down to costs and although it would make money, it didn't meet their company's ROI threshold. He explained that major factors were the cost of the land and the topography which required more than \$1M in grading. Additionally, because the town was requiring side out orientation to Rippy and Waketon rather than homes backing up to those roads, he had significant additional costs in retaining walls and pavement for three access roads onto Rippy Road.

Let's move forward to May 2016. I was contacted by a consultant for CalAtlantic who had just filed to develop the same 50 acres but this time with 156 homes, 128 (82%) of them being 6,000 sq ft lots with homes as small as 1800 square feet. According to the developer, the homes would sell for over \$450,000 to \$500,000. Setbacks were requested to be further reduced from town standards. Maximum lot coverage was requested to be increased all the way to 55%. Gone were the majestic trees along Waketon where it curves-they were to be torn down in favor of 50ft wide x 120ft deep lots to maximize profits. This development is

significantly denser than Highland Court despite it having open space within the development itself. That was something that we were assured would not happen for this parcel. It is also interesting that the town is no longer requiring this development to use side out orientation, thereby saving the developer significant costs but also allowing a tunnel down Rippy and Waketon Roads to be created. You have to wonder that had David Weekly been given this leeway last year, would the development have proceeded because of the increased profitability?

Despite having open space in the development, there is no proposed park for the 156 homes. There are 68 homes in Pecan Meadows and a similar number in Pecan Acres. Highland Court was approved last year for 97 homes. The only park that is available for any of those roughly 400 homes is a small, inadequate ½ acre park on the south side of the creek in Pecan Acres. That is more than a mile away for these homes. That is not even bringing up the lack of a public park for Wildwood, Estancia Estates or the trailer park to the northwest. This development needs to have a park for the area's residents.

Other considerations are the traffic and school impacts. Flower Mound Elementary is already full and that is before the 97 homes for Highland Court are developed. Adding 156 more homes will drive a significant problem for LISD. As for traffic, there was a TIA done but the assumptions in the report are flawed. The TIA analysis was performed on 7/6/2016, a holiday week and when school is not in session. As a backup they used some data from an October 2014 report for Highland Court and made assumptions of 2% annual growth. Supposedly they factored Hawk's Hill into the study as background data for the October 2014 report but that was way before the application for the QT was filed. Traffic volume for a general/garden office mixed use development would be significantly different than a high volume 20 pump gas station with a large convenience store. Additionally the TIA made the assumption that out of the 157 trips generated by the development during peak morning traffic, 40 would go southbound on Rippy Road which ends at 2499. The TIA showed that Rippy and 2499 is already a "F" either direction with an average wait time exceeding 73 seconds. The TIA projected that the new delay would be 100+ seconds with the additional traffic. Do you really think that given the 100+ second wait, drivers are going to go south on Rippy or are they more likely to go north on Rippy to Waketon and further add to the traffic at Waketon? Those additional 40 trips would cause Waketon LOS to move from "C" to a "D", thereby failing SMARTGrowth.

So do I hate everything about the development? No, there are aspects that I like and appreciate. Unfortunately the development is just too dense for this parcel and will be in sharp contrast to Pecan Meadows. For those of you that may be unaware, Pecan Meadows homes are between 2700 and 5000+ sq ft and sit on a minimum of 20k square foot lots. Some corner cul-de-sac lots are 35K+ sq ft lots. The proposed homes at a 1800 sq ft minimum will be between 2/3 and 1/3 of the homes in Pecan Meadows. Lots will be 70% smaller than the typical Pecan Meadows lots and as much as 86% smaller than some. That is not consistent.

The lack of consistent housing will negatively impact Pecan Meadows housing values. Neighbors have spoken to property appraisers that have told them that we could see a 10-15% impact to our homes. That may translate into \$50,000-60,000 for some current Pecan Meadows homeowners. I also have difficulty accepting the fact that Cal Atlantic Homes will be able to sell a 1800 sq ft home for \$450,000. Who is going to pay \$250/sq ft for that size home on a 6,000 sq ft lot. I believe that the actual selling prices will be significantly lower, further depressing values of existing Pecan Meadows homes.

Earlier this year during a Town Council Candidate Forum I was asked if I would support master plan amendments within Flower Mound. I responded yes, explaining that it was on the condition that the proposed developments brought something that was needed by the town and the benefits outweighed the impacts. I still hold the belief that master plan amendments should not be easy to receive and that the development should bring something unique that is needed by residents and/or businesses in the town. Is Bradford Park unique? No. It is basically a similar development to Highland Court which is located a quarter mile away down Rippy Road. The homes sound like they will be similar to already approved parcels in Riverwalk. BTW, half of the completed Riverwalk homes along Morriss remain vacant and unsold. To the north of this property, we have The Legends (restricted to 55+ residents but some of the same target market) is experiencing slow sales after nearly two years in the market. Earlier this year 400+ smaller townhouse and garden homes were approved for Southgate. We have one chance with this property. If the master plan amendment is approved as it is proposed, we cannot turn back. You can't force the water back up into the faucet. I am fearful that the flood of similar homes and developments will cause one of more of them to be unsuccessful, causing an ugly situation with half finished subdivisions and builders pulling out of active developments. This developments is just too dense and similar to other offerings in the town. We need it to be larger lots to have more of a transition from Pecan Meadows and provide for a medium density offering. Driving around town, it seems that medium density homes are selling as I am seeing houses under construction and current medium density developments being completed.

Reject this master plan amendment and have the developer redo it into medium density.

Jim Engel

5110 Bayberry St

Flower Mound, TX 75028

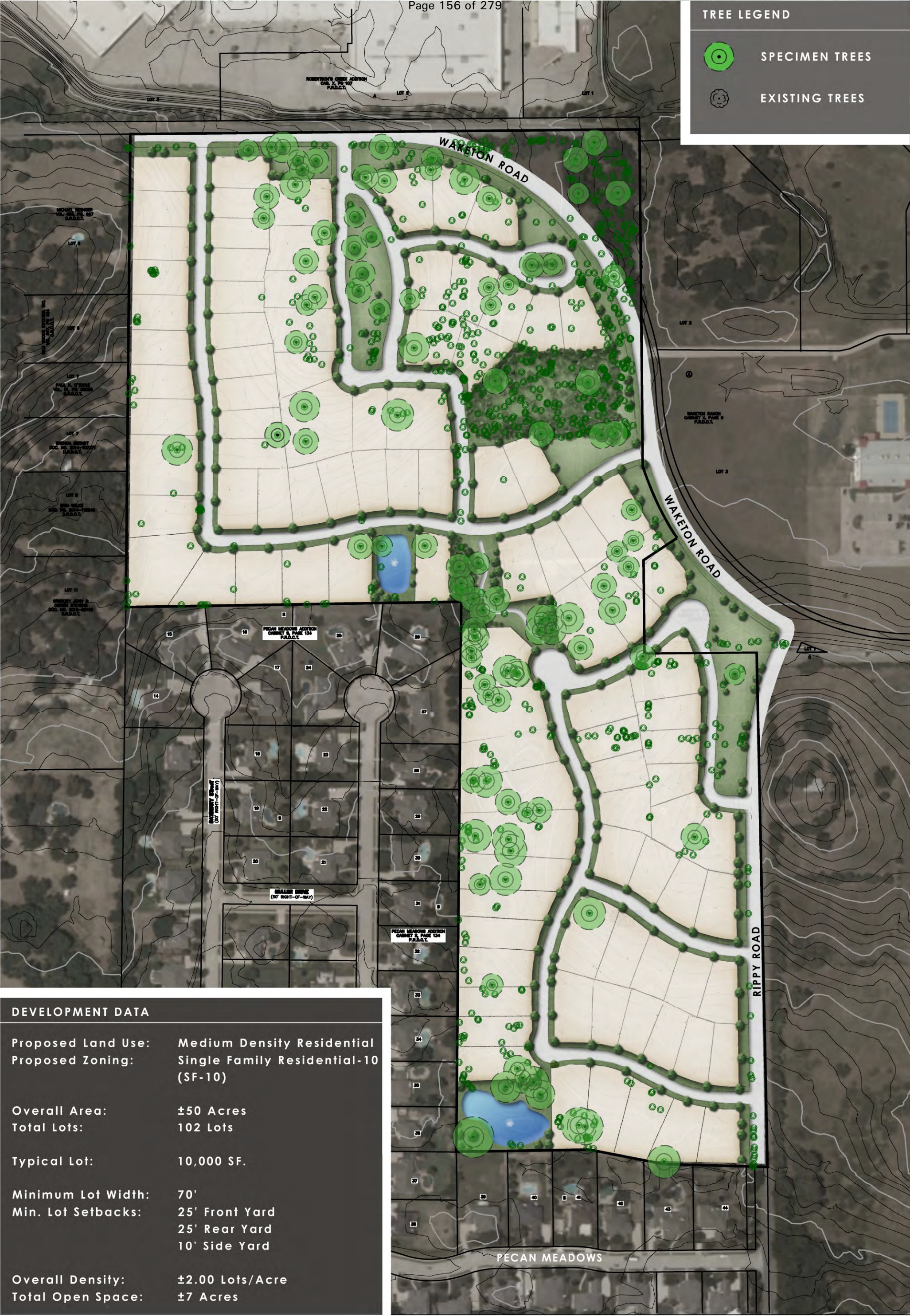
TREE LEGEND



SPECIMEN TREES



EXISTING TREES



DEVELOPMENT DATA

Proposed Land Use:	Medium Density Residential
Proposed Zoning:	Single Family Residential-10 (SF-10)
Overall Area:	±50 Acres
Total Lots:	102 Lots
Typical Lot:	10,000 SF.
Minimum Lot Width:	70'
Min. Lot Setbacks:	25' Front Yard 25' Rear Yard 10' Side Yard
Overall Density:	±2.00 Lots/Acre
Total Open Space:	±7 Acres



From: Missy Grant
Sent: Friday, August 19, 2016 2:43 PM
To: planning
Subject: Concerns with proposed Bradfor Parks development

Good afternoon, commissioners.

This note is to state my concerns regarding the Bradford Park development. My biggest concerns are the density and exceptions proposed and the negative impact on current homeowners.

Density

The square footage of these lots, while ranging up to include medium density are, in fact, primarily high density lots - many even smaller than the smallest lots in Highland Court. As you may remember, lot size was a primary point of concern with the Highland Court development. Those concerns over lot size and density are still valid and should still be honored today, especially since the Bradford Park development does not back up to any commercial property, as Highland Court does. The argument for fading density from medium to high as the property develops eastward is irrelevant without that commercial piece.

All the "large" lots are at the back of the property, so the actual spacing of the homes on those remaining lots are not at all congruent or complementary to the homes currently in Pecan Meadows. The developer will argue that the large amounts of green space makes the development look like it's quite spacious. That argument falls short once homes are put on the lots, especially if the requested exceptions are granted.

Exceptions

Granting exceptions to the front and side setbacks, as well as lot coverage, further erode the spaciousness that would be congruent with Pecan Meadows and Wildwood.

The smallest lot with the largest possible house works in developments that have adjoining neighborhoods with similar intentions.

If Flower Mound is to be intentional about its developments, we need to hold builders and developers to the standards that are in place rather than changing the standards just because someone wants to develop.

We are happy to welcome new additions to the Bradford property, and we look forward to housing that reflects the density and spaciousness of the neighborhoods along Rippy as designed and in place today.

Thank you for your consideration. Please include this in the record for Monday's meeting.

Kind regards,

Melissa Grant
3303 Sycamore Dr.
Flower Mound, TX 75028

From: JIM and JULIE GREENE

Sent: Sunday, August 21, 2016 11:22 AM

To: planning

Subject: Bradford Parks Plan

We have read through the proposed Bradford Parks development plan and we do **NOT** approve of the high density 6,000 square foot lots. Our preference would be for CalAtlantic to go back to the drawing board and propose more medium density and low density lots to be consistent with our Pecan Meadows neighborhood. These lots are proposed to be adjacent to our current neighborhood which are low density lots.

We are very concerned regarding the increased traffic along Rippy Road, FM 2499, and Waketon Road. Traffic along these roads have already seen an increase in traffic over the last several years and will see more of an increase once the 97 houses to the east of Rippy Road and west of FM2499 are built out.

We are also worried what the affect will be on our future property values. We love our large 1/2 acre lot which affords privacy and was a major reason we chose to live in this area.

Regards,

Jim & Julie Greene
3209 Pecan Meadows Drive
Flower Mound

From: Irene Hanson
Sent: Saturday, August 20, 2016 3:17 PM
To: planning
Subject: Bradford Parks Plan

When the master plan for Flower Mound was being developed, I wondered if would make any difference in the long run. Apparently spending money on creation of the master plan was just a method to create jobs and spend money. Since then, has there ever been an occasion that the plan was followed?

The area planned for Bradford Parks was originally specified as low density single home properties. Why must this be changed? Why do so many beautiful old trees have to be cut down to crowd in high density homes? Shouldn't you be considering the citizens of Flower Mound that live right here? What is your mission of the Planning & Zoning?

I live on Wildwood Drive, and I want you to keep the plan in place for **low-density single dwelling lots**.

Sincerely,

Irene Hanson

-----Original Message-----

From: Mariann Lopez

Sent: Monday, August 22, 2016 7:58 AM

To: planning

Subject: Density proposal off rippy road

The density plan off rippy road is NOT favorable for our neighborhood. Traffic is already terrible, the taking of the trees should be saved to keep flower mound beautiful, high density homes does not bring in correct clientele to keep flower mound the number one place to live, shop and be fit. School system are so very tight as it is. Keep flower mound beautiful and control growth and save nature.

Mariann and Michael Lopez

3400 sycamore drive

Flower mound Texas

Resident of 3 flower mound home locations since 1993

Sent from my iPhone

From: Jake Murphy
Sent: Friday, August 19, 2016 5:43 PM
To: planning
Subject: Against Bradford Parks Plan

Planning & Zoning,

My name is Jake Murphy and I am the homeowner of the residence at 3305 Cottonwood Drive. I want to inform the committee of my stance regarding the proposed Bradford Parks plan which is that I am against it. I do not want this put in so close to my neighborhood or home because of the increased traffic and privacy implications.

Sincerely, Jake Murphy

From: Judynez
Sent: Sunday, August 21, 2016 4:00 PM
To: planning
Subject: Bradford Parks

Go Green Flower Mound and stop the Madness! Why don't we stop cutting down all the trees and Go Green Flower Mound. If you look under About Flower Mound on the town website, you find this statement. It seems to be a lie. All we do is cut down tree after tree to build high-density houses. Why doesn't the building take place in fields without trees?
There are plenty of those in Flower Mound. Go west and get away from FM-2499. Please, stop the tree-cutting.

-----Original Message-----

From: Tammy O'Hearn

Sent: Monday, August 22, 2016 8:28 AM

To: planning

Cc: Greg O'Hearn

Subject: Zoning change

Dear committee members,

My name is Tammy O'Hearn and my husband Greg and I have lived in Flower Mound with our two daughters for 22 years; the last 16 of which we have resided in Pecan Meadows. We have seen a lot of growth in our town during this time, which for the most part has been a welcome change for us and our fellow citizens. I am writing this today in opposition to the proposed zoning change to high-density in the planned development known as Bradford Parks.

As you know, this development will be directly adjacent to ours and therefore whatever is built there will affect not only our home values but will create more traffic in an area that is already an issue for residents during the morning and evening hours. Residents from other neighborhoods also use Rippy as an alternative route to the light at Waketon and 2499, which gets very congested during those times, and it is creating more of a problem for those of us who live here.

When we moved here and chose this area for it's peaceful, rural atmosphere, we were fully aware that the land surrounding us would likely be developed at some point. We have always been mostly pro-growth, as long as the changes that are made improve the quality of life for us and our fellow residents without sacrificing the welcoming feel that brought us to this town and specifically our neighborhood many years ago. With high-density lots that have been built at the Riverwalk and have sat on the market for months now, along with the development that is currently underway along Rippy that includes high-density lots, there simply needs to be more efforts taken towards maintaining balance with the growth in this and similarly condensed properties in our town. Too much development too soon will likely result in reduced home prices that will devalue our properties in the near future if this is passed. We have spent years working hard and improving our homes and our yards not only because we love our homes and wish to stay here, but also as an investment in our future and those of our children.

Allowing a high-density development to be built on this land would not, in our opinions be in the best interests of the current residents and therefore we ask that you respect our concerns and those of our neighbors and do not allow the zoning request to pass. Our hope is that you the committee along with the town council will promote growth that is both responsible and sensible, while making every effort to protect and maintain the integrity of the community we love.

Thanks for your time and consideration.

Sincerely,
Tammy O'Hearn
5304 Bayberry Street

Sent from my iPhone

-----Original Message-----

From: Shirley Spradlin

Sent: Monday, August 22, 2016 6:11 AM

To: planning

Subject: Opposition to Bradford Parks Plan

I am writing to express my opposition to the density change associated with the Bradford Parks plan. I live at Wildwood Estates and do not consider the high density areas proposed to be good for our neighborhood.

Please consider voting against this plan.

Shirley Spradlin
5321 Wildwood Drive
Flower Mound

From: Harry Stearns

Sent: Monday, August 22, 2016 12:13 AM

To: planning

Subject: Zoning change and tree removal requests on Rippy Road

I am against the current density changes requested by the developer for the property along rippy road. The maximum density I would support would mirror the density that currently exists at pecan medows. Pecan Medows abuts the proposed development on two side of it.

I am also against the removal of trees on this property. Just drive by the other development on rippy rd and see what a baren waste land the developer turned it into when they were approved to remove all but a few trees (in the park area).

Regards,

Harry and Sandy Stearns
3311 Sycamore Dr.
Flowermound, TX. 75028

Sent from AOL Mobile Mail

From: Michelle Ward1

Sent: Thursday, August 18, 2016 5:29 PM

To: Richard Brown

Subject: Master Plan Ammendment -Zoned Planned Development (MPA16-0004 & ZPD16- 0006) - Bradford Park, PD148

Richard,

My husband and I were disappointed to receive a letter on July 30th stating that a change to the Master Plan was requested and that a meeting being held 8 days later; this is not enough time to do anything. We bought our house in Flower Mound and specifically at 3200 Pecan Meadows Dr because of the Master Plan zoning of Low Density; also due to the quiet and beautiful trees that line Rippy Road on both sides.

Over the last 6 months; they have cleared the South half east of Rippy Road and now it is congested and 2499 can be seen from my front yard; this is not only shocking; but has brought our house value down as well. The proposed builder came in and basically lied to us stating it was not high Density; but yet it is. They also have a street coming out to Rippy right by our street Pecan Meadows; that makes no sense. The Traffic is already a nightmare over on Rippy road as people are using it as a thorough fair to avoid the backed up traffic that backs up on Waketon as all the High School kids are going Waketon through 2499 to get to Marcus High school. The Original Master plan should not be changed and our neighborhood is beautiful Low Density and should not change. We are VERY much against this change; there is already medium density east of Rippy road. We also have a huge concern with putting a neighborhood along Waketon; which needs a major adjustment and gets very backup up due to school traffic; going both ways; people going to Downing Middle School and people coming the other way to go to Marcus High School; also many people enter into the shopping area by JC Penney; off of Waketon. It is already dangerous now; with the multiple curves on Waketon Road. Please do the traffic study in the Fall when school is in session; a Summer Traffic study is not relevant.

Flower Mound is well known for being a beautiful place to live; we invested a huge amount of money in our home and this area as it is quiet and beautiful; some of that has been taken away; please do not let this happen again...Thanks..

Brian & Michelle Ward
3200 Pecan Meadows Dr.
Flowe Mound, TX 75028

From: Todd Weaver

Date: August 20, 2016 at 12:35:46 PM CDT

To: Chuck Russell <chuck.russell@flower-mound.com>

Subject: Bradford Park

Planning and Zoning Commissioners and Town Council Members,

I have known Bradford's, the parks, and the canes for most of my life. I can't think of a better use for this land in the development plan that I have seen. Therefore I am in support of the proposed Bradford Park development. It is well designed and creates the needed transitions from the existing residential and retail in the area. Most importantly, it respects the rights of the three property owners.

Todd Weaver

Weaver Commercial Real Estate, Ltd.

3505 Yucca Drive, Suite 100

Flower Mound, Texas 75028

From: ej.burger
Sent: Sunday, August 28, 2016 8:29 AM
To: Town Council
Subject: Bradford Park Development

Dear Sirs,

I am writing to voice my concerns/objections to the Bradford Parks development as it is currently planned.

As a long-term resident of Flower Mound(30 yrs) I have seen a lot of change both good and bad.

Recent changes in the towns activities, both P&Z and Town Council, are very concerning. This town has made itself into a desirable place to live entirely by controlling growth, and fostering an atmosphere of a rural lifestyle close to the city.

This is NOT what has been happening recently. Highland Court and Lakeside being prime examples of an effort to create the new fad urban lifestyle. This lifestyle requires home/work/play to be within walking distance. This town is just not built for that. Flower Mound has been a bedroom community with lots of privacy. That fact has made it one of the most desirable places to live in the metroplex.

The residents surrounding the property in question are not opposed to development. However, we would like to see the town honor the Master Plan. Many of us made our home purchase decisions counting on that plan to be upheld by the town. The Master Plan does not allow for this high density development especially in a set-back property in such close proximity to medium/low density developments.

I understand the builder and the property owners want to maximize their profits, and this is where you all come into play. Protecting the desires of the community who will have to suffer the loss of beautiful trees, unmanagable traffic problems, loss of privacy, and lower property values. You were elected to be our voice and protect our rights. Not sell out to the highest bidder. We are already seeing similar homes that were built in the River Walk and not selling, but sitting empty for almost a year.

Please do not allow a development of this type in this area. The community would have no problem with a medium density development--just not this high density plan.

Thank you for your attention,

Edwin Burger

5109 Singing Brook
Flower Mound, Tx 75028

From: Harry R. Friedman
Sent: Monday, August 22, 2016 4:36 PM
To: planning
Subject: Bradford Parks

P&Z Committee:

Hopefully this note reaches you prior to your meeting on Monday evening, August 22.

I am a resident of Pecan Meadows just off of Rippy Road. I understand that there are plans to develop the property along Waketon and Rippy into a development with 128 High Density (6,000 sq ft) lots as well some number of medium density lots as well.

I am completely opposed to this type of development being brought to Flower Mound in general and to this neighborhood specifically.

I am not opposed to growth in Flower Mound. On the contrary, I am pro growth and all for more people and businesses to add to the tax base which supports our great services and the fine staff that serve the people of the town.

The impact of this type of development, however, on the traffic, the existing home values, and the general well being of this area of Flower Mound is not desired by the current residents and voting, tax paying citizens that live here now, and that have a voice that should be heard.

Thank you.

Harry R. Friedman
5020 Bayberry St.
Flower Mound, TX 75028

From: Norma Kline

Sent: Tuesday, August 23, 2016 2:21 PM

To: Mayor - Tom Hayden; planning; Place1 - Jason Webb; Place2 - Bryan Webb; Place3 - Kevin Bryant; Place4 - Don McDaniel; Place5 - Itamar Gelbman

Subject: Bradford Parks - September 6, 2016 Town Council Meeting

Dear Town Council-

When I moved my family from east Texas in 1998, the first home we purchased was in Timberview Estates West. Within a year we built a pool. Not long after an apartment complex was built. Within another year we moved out because of the creepy neighbor behind us always sitting in his upstairs den. My next door neighbor was overly friendly and I came home from work one day with a child chalking my driveway. The other next door neighbor had a dog that constantly barked. I went through the appropriate channels as talking to them, and finally reporting it numerous times to the Town of Flower Mound. She finally had the dogs voice box removed so it couldn't bark! And the apartments were built.

No privacy. The homes in that subdivision are high density. We could barely park our cars on the driveway because the front lot setbacks are so short. That meant everyone typically had one car in the garage and another parked on the street. It was just too cramped. People all along the neighborhood parked like this. Without the city making it so, most neighbors finally just used the roads like one way, one car roads, because you couldn't drive two on the roads at the same time.

I have been a Flower Mound resident since 1998, and have lived in the Pecan Meadows subdivision since 1999. I reside at 5104 Singing Brook Road. My home is near the Cal Pacific site plan's southwest corner adjacent to the southern pond. While my home does not back up directly to the Bradford property, we are diagonal to the corner. We have viewed numerous wildlife in the tree including twin red tailed hawks this spring, a squirrel family that daily terrorizes my dog, many possums through the years, cottontail rabbits and a hoot owl every Fall. Each spring and summer the cows bring their calves down to the southern pond for shade and for watering. We've even had several years of howling coyotes yipping at the moon.

My family certainly appreciates every opportunity to conserve the wildlife and the trees with casual recreation along the Pecan Meadows homes. Last year, when Highland Court worked through numerous meetings with our neighborhood and listed to feedback following their initial site plan offering, we believe that the Town Council acted professional and appropriately with sending them back to revise the site plan that was finally approved.

From the P & Z meeting on Bradford Parks on August 22nd, I wanted to clarify concerns regarding the Cal Pacific plan and followup comments that were made by both the builder representative and my neighborhood concerns. I trust that you will have the same concerns with this initial site plan.

1. I am against the recent proposal that holds a heavy high density along Rippy Road, not only backing up along the road, but also the inner lots. I believe that this tight of a plan would cause the same disappointed buyer that I had during my first year in Flower Mound. Absolutely no privacy. The roads are too narrow because there are too many homes packed into the site plan.

- Why can't the developer put all entrances and exits onto Waketon Road. The plan appears to have a potential for wrecks all along the Waketon Road. An entrance in a curve? Doesn't Tour 18 have one entrance?

- High Density is not consistent with Pecan Meadows and the Cal Pacific transition does not match the other neighborhoods or home owners along Rippy Road.
- Medium Density behind Wildwood Estates is a large jump in density from estate to medium and high density
- I also heard in the zoning a break in the road is a natural transition. One of the town engineer confirmed that to the zoning committee and the meeting participants.
 - Why can't the Cal Atlantic Plan compromise and bring a plan that has low or even medium density along Rippy as well.
 - The high density should be on the northern portion of the plan, but not along the Wildwood Estates

2. Cal Pacific said they would build a wooden fence that neighbors typically share the expenses for. And gave it a rise of 6 foot board on board. They didn't mention what specific type wood in their presentation. The whole argument of losing the natural setting and wildlife would be taken away from the neighbors currently living along Pecan Meadows. **This fence border should be iron. The fencing along Rippy Road should be stone to match or coordinate with the fencing being provided at Highland Court, if not the same.**

3. Traffic onto Rippy Rd will already increase due to the increased density from the Highland Court development. This road is an asphalt road. According to the town engineer it is not slated for concrete, drainage and curbing on the current improvement list. It doesn't even get mowed regularly. Adding higher density to Bradford Park will make this even worse, and the heavy construction trucks and haulers have already damaged the drainage, the roads on the southern end of Rippy and created flooding during their initial land grading. I understand that growing pains are expected. And I look forward to sound community decisions are made and decided on for this wonderful area of Flower Mound.

4. Cutting down a large number of specimen trees due to the density of home on small lots just doesn't make sense. They are not Post Oaks and can be built around. Cal Pacific has created a unique clustering plan, but it's current design is just wrong for this portion of town. And it is the wrong place for just a small piece of property. If I didn't know better I would think the setbacks and side distances are townhouse designs. I do not believe that Clustering is the best design for the property where they have high density lots.

5. The same type of road issues can be seen on Waketon Road as well, just west of 2499.

6. Cal Pacific has property being developed in Southlake that butts right up to commercial buildings that are low and medium density. They should revisit their plan for Bradford Park to meet the above concerns.

Please watch the Planning and Zoning Comments and votes, and the P & Z board questions to the Cal Pacific Representative from August 22, 2016. The only people speaking in favor of the plan were the current landowners, and the commercial developer's spokesperson for Ramsey.

Norma Kline
5104 Singing Brook Road
Flower Mound, Texas 75028

From: Lori Kline
Sent: Saturday, August 27, 2016 3:40 PM
To: Town Council
Subject: 5304 Singing Brook, Flower Mound 75028

Gentleman and Ladies,

My name is Lori Kline Pearson and I am one of the home owner that will be affected with the Bradford addition. We have lived here from day one (16 years) and with the other addition, the river walk and all office buildings around the traffic has been/will be unbearable and very undesirable. Not to mention our home values with a 85% high density 156 homes directly behind us would bring values down even more. PLEASE VOTE NO TO THE REQUEST SEPT 6TH with that many homes (and % of high density)

Thank you

Lori Kline

From: Patty O'Toole
Sent: Monday, August 22, 2016 3:28 PM
To: Richard Brown
Subject: Master Plan Amendment Bradford Park

Patricia & Paul O'Toole

5560 Wildwood Dr.

Flower Mound, TX 75028

August 22, 2016

RE: Rezoning Waketon and Rippy Road

Dear Zoning Board Commissioners,

Once again I would like to comment on the Zoning of the property on Waketon Road and Rippy. My family moved to Flower Mound in 1994. We picked Flower Mound for the unique country atmosphere. We could have moved to an area in Flower Mound where the houses were close together, but we wanted to spread out and have land to breath, grow plants and enjoy. We like the fact that Flower Mound protects trees and has a master plan in place to keep from over building. Now our neighbors who borders us wants to rezone to high and medium density lots. They will move and we will live with the results.

- One of my concerns is drainage. I am afraid all the water which will not be able to drain in the ground, due to all the cement, and will end up in my back yard.
- Another concern is the traffic that 156 houses would bring to the neighborhood. Even if the S curve on Waketon was fixed there would be too many cars for the 2 lane country road which runs into Double Oak.
- There are old beautiful trees on the property that must be kept alive. Trees help keep our air fresh and helps alleviate the traffic noise.
- Three houses would be in the back of my lot. I value our privacy and peace and the fact our crime rate is so low. Please protect our future and our neighborhood.

Please help us keep the integrity of our country living, save our trees, wildlife and peace and keep the agricultural or very low density zoning. We want to keep Flower Mound an unique living area, not like overly populated areas like Frisco and Plano.

Please vote no on the high and medium density lots on Waketon and Rippy Road.

Thank you for your time and keeping our town unique.

Patrica O'Toole

From: Scott Sprawls
Sent: Tuesday, August 23, 2016 5:28 AM
To: Richard Brown
Subject: Bradfordford Park

Hi Richard -

My wife and I live at 5200 Singing Brook Road and our home backs up to the proposed Bradford Park development.

We oppose the current proposal for two reasons:

1. Putting 150 plus homes onto that size of property will create too much traffic on both Waketon and Rippy road. In the mornings there is already a very big back up at Waketon and 2499, putting that many homes in without making a Waketon a 4 lane road is unsustainable.
2. Building another low density development into Flower Mound does not make sense with all of the high density going in at the RiverWalk development and then the other development with 6500 sq ft lots down the road on Rippy. I believe attempting to build more high density homes will result in unsold and/or partially developed land as the builder will stop building when they see homes aren't moving.

I do think the area would benefit from houses on that plot of land and all parties would benefit by ensuring those lots are medium or low density.

Regards,

Scott & Sara Sprawls

From: Russell Webb
Sent: Monday, August 22, 2016 5:20 PM
To: Richard Brown
Subject: Please vote YES for Bradford Park

Please vote in FAVOR of Bradford Park tonight at the P and Z meeting. It will be a transitional development that our Town needs to have.

Russ Webb, CCIM – Managing Partner
Silver Oak Commercial Realty
2805 Market Loop, Suite 100
Southlake, Texas 76092



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: September 6, 2016

FROM: Richard Brown, Senior Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD16-0006 – Bradford Park) from Agricultural District (A) and Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses to Planned Development District No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$660,441.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$216,528.00. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. *(The Planning and Zoning Commission recommended denial by a vote of 4 to 2 at its August 22, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

DRAFT MOTION: Move to approve a request for rezoning (ZPD16-0006 – Bradford Park) from Agricultural District (A) and Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses to Planned Development District No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses with certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$660,441.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$216,528.00.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: August 22, 2016

FROM: Richard Brown, Senior Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD16-0006 – Bradford Park) from Agricultural District (A) and Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses to Planned Development District No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses with certain exceptions and modifications to the Code of Ordinances. The property is generally located south and west of the intersection of Rippy Road and Waketon Road.

I. ITEM SUMMARY

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

The project has a companion application, Master Plan Amendment MPA16-0004, for consideration on the same agenda. Approval of this rezoning request is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 49.6 acres of land in order to develop residential lots in conformance with the proposed Master Plan designations of Medium Density (western and southern property boundary) and High Density (balance of the property to the Rippy Road and Waketon Road frontages, respectively).

The existing Agricultural zoning requires residential lots containing a minimum two acres in size, while the property zoned as Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses is undeveloped. It should be noted this small parcel (approximately 1.38 acres) currently within PD-89 is part of the land area assembled with this request so as to facilitate a section of the proposed realignment of Waketon Road as recommended in SPA 5 (see Waketon Road/Rippy Road Realignment, below). The entire 49.6 acres is largely undeveloped with the exception of scattered single family and accessory structures, all of which will be removed to provide for the applicant's development vision.

The property is located along the frontages of Waketon Road (northernmost west-to-east and north-to-south alignments to Rippy Road, respectively) and the west line of Rippy Road. The development will provide for three points of ingress/egress (two along

Waketon Road and one along Rippy Road).

The accompanying conceptual site plan [Attachment B(1)] provides for a two-phase residential development consisting of single-family, detached dwellings and approximately 12.19 acres of open space and common areas (24.6% of the site). The applicant is proposing a maximum of 156 single-family dwellings; 128 single-family dwellings each constructed on a minimum 6,000-square-foot lot and 28 single-family dwellings each constructed on a minimum 10,125-square-foot lot. A table showing the details for each type of lot is provided further in this material.

On December 16, 2013, the Town Council approved a Land Development Regulations amendment (LDR13-0004) to modify the development standards related to Planned Development (PD) Districts. This amendment allows flexibility and creativity to encourage a more creative, efficient, and aesthetically desirable design of developments within the Town. Provided in the table below are the requested modifications to the SF-10 and SF-5 zoning districts that will be incorporated into the proposed PD standards [see Attachment B(2)].

III. Requested Modifications

As a part of the proposed PD standards, the applicant is requesting the following modifications to the minimum and maximum dimensional regulations of the SF-10 and SF-5 zoning districts, respectively:

Single-Family District-10 (28 lots)

1. Increase the minimum lot area from 10,000 square feet to 10,125 square feet;
2. Increase the lot width at the front building line from 70 feet to 75 feet;
3. Increase the minimum floor area per dwelling unit from 1,800 square feet to 2,400 square feet;
4. Reduce the front yard setback from 25 feet to 20 feet;
5. Reduce the side yard setback from 10 feet to 7.5 feet;
6. Increase lot coverage from 40 percent to 55 percent; and,
7. Reduce number of stories and structure height from 3/35 feet to 2/35 feet.

Single-Family District-5 (128 lots)

1. Increase the minimum lot area from 5,000 square feet to 6,000 square feet;
2. Increase the minimum floor area per dwelling unit from 1,500 square feet to 2,000 square feet; and,
3. Reduce number of stories and structure height from 3/35 feet to 2/35 feet.

TOWN STANDARD	REQUIRED SF-5	PROPOSED SF-5 (PD-148)	REQUIRED SF-10	PROPOSED SF-10 (PD-148)
MINIMUM LOT AREA	5,000 SF	6,000 SF	10,000 SF	10,125 SF
MINIMUM LOT WIDTH	50 FEET	50 FEET	70 FEET	75 FEET
MINIMUM FLOOR AREA/DWELLING UNIT	1,500 SF	2,000 SF	1,800 SF	2,400 SF
MINIMUM FRONT YARD	20 FEET	20 FEET	25 FEET	20 FEET
MINIMUM SIDE YARD	5 FEET	5 FEET	10 FEET	7.5 FEET
MINIMUM REAR YARD	20 FEET	20 FEET	25 FEET	25 FEET
MAXIMUM LOT COVERAGE	55 PERCENT	55 PERCENT	40 PERCENT	55 PERCENT
MAXIMUM STORIES/ STRUCTURE HEIGHT	3 STORIES/35 FEET	2 STORIES/35 FEET	3 STORIES/35 FEET	2 STORIES/35 FEET
MISCELLANEOUS • PORCHES MAY ENCROACH INTO THE REQUIRED FRONT YARD A MAXIMUM OF EIGHT FEET • CORNER LOTS-SETBACKS MATCH FRONT YARD SETBACK FOR KEY LOTS; 15 FEET FOR NON-KEY LOTS • FENCES MAY NOT EXTEND INTO THE FRONT YARD BEYOND THE FRONT FAÇADE • ALTERNATE FENCING DESIGN FOR CERTAIN LOCATIONS OF OPEN SPACE (SEE NARRATIVE, BELOW)				

Lastly, the applicant is requesting a modification to screening requirements for open space for some of the lots that abut a particular open space area within the subdivision [see Attachment B(1), Conceptual Landscape Plan]. Town regulations require fences constructed adjacent and parallel to dedicated park, trail, or open space areas consist of wrought-iron or tubular steel. Such fences shall be a minimum of four feet in height and shall be of consistent color throughout a development. Vertical or horizontal spacing of members of wrought-iron or tubular steel fencing shall not allow passage of a four-inch sphere.

Generally, open space areas tend to be irregularly shaped parcels with varying depth so as to allow separation of improvements, provide for the retention of certain environmental assets, and create unimproved buffers when located at a site's perimeter.

The applicant has requested this modification be considered for two different applications within the subdivision:

1. With respect to the two strips of open space each located along the two ingress/egress points on Waketon Road, six-foot-tall solid screening is being proposed. Due to the narrowness of each respective section (approximately ten feet and 14 feet along the northern and eastern ingress/egress drives, respectively) as well as these respective areas abutting main access ways within the subdivision, staff is supportive of this modification.
2. Four areas are being proposed to utilize a design incorporating a two-foot-tall masonry base with a four-foot-tall wrought iron or decorative fence section affixed to the masonry base. This design will serve a dual purpose in that it provides for a sense of security for the respective homeowner while maintaining the openness to open space areas as required by Town regulations.

A. Exception to Access Management Policy and Criteria

The Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances require a minimum centerline radius of 275 feet for the Local Residential Urban designation (that which is required by this development). The applicant is requesting this exception in two locations so as to save 12 specimen trees, totaling 346 caliper inches. The Town's Engineering staff has worked with the applicant to address this exception and has no objections for the specific street sections as provided on the conceptual site plan [See attachment B(1)].

On August 2, 2016, the Environmental Conservation Commission (ECC) reviewed a tree removal permit request for 26 specimen trees. The ECC recommended approval for the removal of the requested specimen trees, which will be forwarded to the Town Council for consideration at the same time as the subject Zoning Planned Development amendment and companion Master Plan Amendment (MPA16-0004). The following link will provide additional detail related to the ECC public meeting:

<http://flowermoundtx.swagit.com/play/08022016-1127>

On August 3, 2016, the Parks, Arts and Library Services (PALS) Board voted to recommend acceptance of cash in lieu of land of \$660,441.60 in the place of otherwise required Park Land dedication and Park Development Fees in the amount of \$216,528, with the stipulation that they will include benches and meet with Town staff to discuss gazebos or any other amenities that may contribute to more of a park setting. After the Board action, the applicant provided the framework for these recommended improvements, which are found in Attachment B(2).

This recommendation will be forwarded to the Town Council for consideration at the same time as the subject Zoning Planned Development amendment and companion Master Plan Amendment (MPA16-0004). The following link will provide additional detail related to the PALS Board public meeting:

<http://flowermoundtx.swagit.com/play/08032016-838/#7>

Specific Plan Area 5 (SPA 5) identifies one of its elements as being the 'realignment of Waketon Road with large radius curves for vehicular safety in two locations as Waketon Road transitions from a north-south alignment to an east-west alignment west of FM 2499. The intersection of Waketon and FM 2499 should be signalized at the time that it meets UMTCD warrants, as should other major intersections of public streets.'

The two above referenced locations are situated at the northeast corner of the site and approximately midpoint where the existing north/south alignment of Waketon Road turns eastward towards Long Prairie Road, at a point where Rippy Road terminates into this roadway. In order to provide for the required land area to facilitate the above referenced realignment, both the applicant and adjacent property owner have agreed to enter into a 'land swap'. On a parallel track and as part of this process, the existing ingress/egress point into Robertson's Creek will be maintained (by recorded access easement) at the time these parties provide for the referenced land transaction.

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning change requests. At the time this report was written, staff had received two phone calls regarding the project and five letters in support and seven letters in opposition of the project. Additionally, a property owner spoke in opposition of the request at the August 15, 2016, Town Council meeting.

V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. TIA Executive Summary
4. Water and Wastewater Analysis

B. Application Details

1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

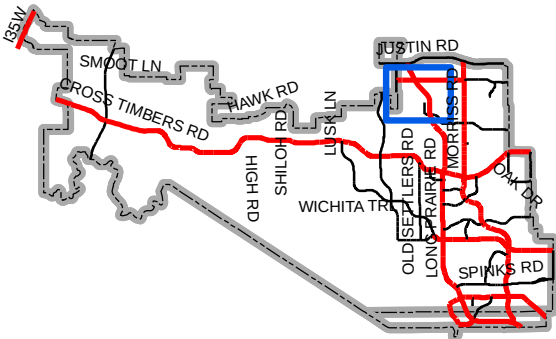
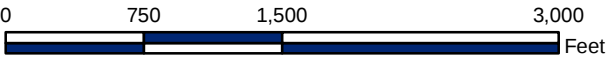
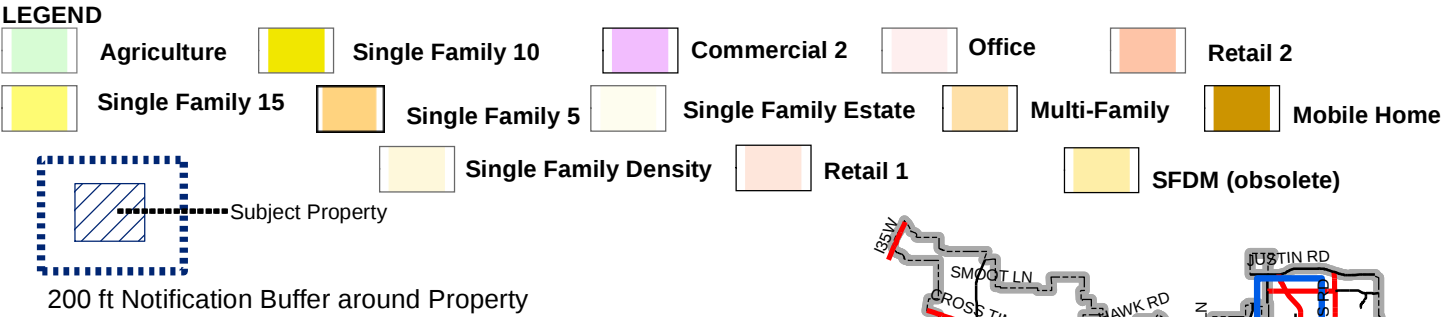
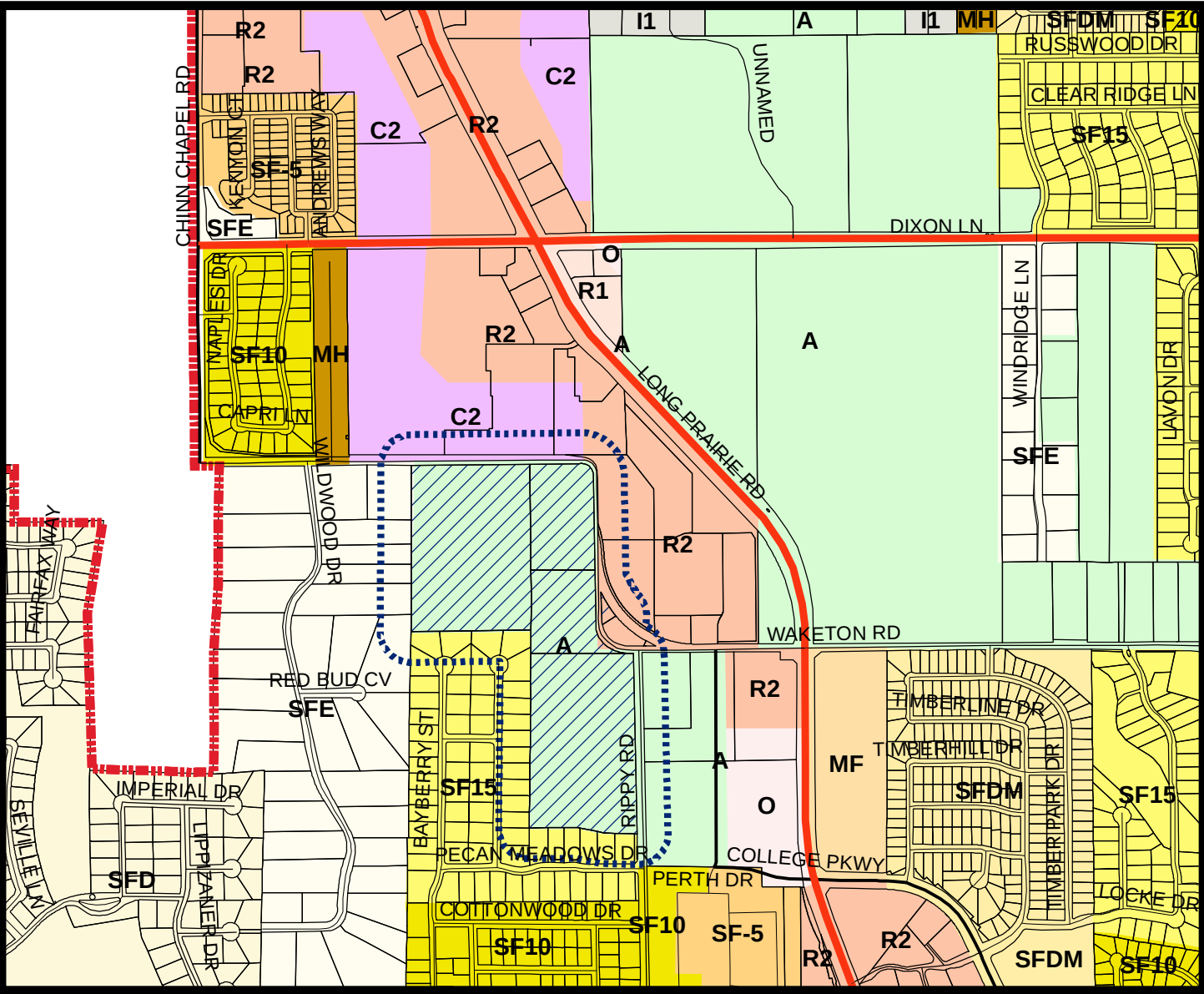
C. Correspondence

1. Correspondence in Support
2. Correspondence in Opposition



Vicinity Map

Reference Project: MPA16-0004 & ZPD16-0006



Map Location



July 18, 2016

Mr. Doug Powell
Executive Director of Planning Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75022

Dear Mr. Powell,

Applications have been submitted on behalf of my client, CalAtlantic Homes, for the proposed residential subdivision, Bradford Park. The applications include MPA 16-0004 and ZPD 16-0006. The subject property is approximately 50.5 acres and is generally located west of Rippy Road and south of Waketon Road.

The proposed Bradford Park residential development is bordered on the south and west by existing low density and estate density residential subdivisions. The proposed development is bordered on the north by a two lane urban collector, Waketon Road, and a major retail shopping center. The property is heavily treed, including 85 specimen trees and this creates unique value to both the community and the proposed development.

Flower Mound has consistently planned for single family residential development on the property. Gross density planned for the property has varied from 3.3 to 2 units per acre.

Request and Development Design Details

The request is to amend the Town's Master Plan from low density residential to medium density residential for the portion of the property that directly adjoins the existing subdivisions of Pecan Meadows and Wildwood Estates. The request for the majority of the remaining property is to amend the master plan to allow for high density, single family, detached residential. There is approximately 1 acre of property that after the future realignment of Waketon Road will be north of Waketon Road. The request for this 1 acre is to amend the master plan so that it is reclassified as SPA 5 (Commercial).

Bradford Park's design utilizes a clustering technique to provide orderly transitions from the existing residential and major retail developments and provide superior tree preservation. The

design includes over 12 acres of open space, specifically located to maximize tree preservation of the most significant specimen trees and is less impactful to the existing subdivisions than a design that would meet the requirements of low density residential.

To transition from the existing residences and preserve existing trees, open space buffers of 5.5 acres and lots that comply with Flower Mound's current medium density residential designation are proposed. To transition from the major retail and the urban collector and preserve protected and specimen trees, smaller lots and 6.7 acres of open space is proposed (total open space is 12.2 acres or almost 25% of the site). Gross density for the proposed subdivision is approximately 3.2 units per acre and equivalent to the average yield from Flower Mound's medium density residential designation.

Tree Preservation

As previously mentioned, portions of the property are heavily treed. There are approximately 85 specimen trees and hundreds more protected trees on the property. The proposed design of Bradford Park was developed to maximize the number of existing trees, especially specimen trees, preserved. This plan enables the preservation of 56 of those specimen trees. A previously prepared low density plan only preserved approximately 20.

Master Plan History

Significant changes to the Flower Mound's Master Plan have occurred on adjacent properties. In the 2001 Master Plan, the adjacent property to the north (current site of the major retail shopping center, Robertson Creek) was designated as neighborhood retail and low density residential. This was intended to provide a transition zone from the major retail located at FM2499 and FM407. The transition zone was eliminated in 2005 when the Master Plan was changed to allow Robertson Creek to be developed.

The 2006 Master Plan Update Committee recognized the land use for the remaining property in the area had been impacted and a Master Plan amendment would be required. Various proposals for increased density and retail were reviewed at the time. After lengthy discussion, the Committee, the Planning and Zoning Commission and the Town Council decided that the master plan amendments for the subject property were best made by evaluating specific applications made on behalf of the land owners.

The concerns raised in 2006 are still relevant today. CalAtlantic carefully planned Bradford Park to address those concerns to the greatest extent possible. The resulting design provides superior land use transitions and tree preservation.

Please let me know if there are additional questions I can answer.

Sincerely,

Kendra Stephenson

Kendra Stephenson,
Principal, Portmanteau Consulting

DeShazo Group, Inc.
August 12, 2016

EXECUTIVE SUMMARY

The services of **DeShazo Group, Inc.** (DeShazo) were retained by **Town of Flower Mound** to conduct a traffic impact analysis (TIA) for a proposed residential development known as the "Bradford Parks Development". The 49.49-acre, 156-lot single family site is located on the southwest side of Waketon Road and west side of Rippy Road in the northern part of the Town of Flower Mound, Texas. Completion of the project is expected to occur in 2018. There are two planned developments to the east of the subject project: "Hawks Hill Addition Development", an 18.578-acre, mixed-use development, and "Highland Court Development", a 32.2-acre, 97-lot single family residential development.

The purpose of this report is to summarize the projected site-related traffic impact of the proposed development on the public roadway network as determined by standardized engineering analyses. Parameters of this study are in accordance with directions obtained from the Town staff. For the purpose of this study, the projected traffic generated by the "Hawks Hill Addition Development" and the "Highland Court Development" were added to the 2018 background traffic to reflect the foreseeable future traffic condition. The TIA was prepared for submittal to the Town of Flower Mound for consideration as a requisite part of the zoning change request process.

This TIA compares the traffic operational conditions of the background traffic conditions without site-related traffic and that with the addition of site-related traffic at specified buildout conditions. Based upon the results of this analysis, the following findings and recommendations were derived.

- ❖ West of FM 2499/Long Prairie Road intersection, Waketon Road is currently constructed to the ultimate cross-section designated by the Town's Master Transportation Plan of 36 feet, within 60 feet of right-of-way, up to the WinKids driveway (future Jacob Lugo intersection). West of Jacob Lugo Drive and east of FM 2499, the roadway is currently a two-lane roadway that will ultimately be improved. Based upon the results of the analysis conducted herein, it is recommended that a dedicated right-turn lane be constructed on the eastbound approach of the FM 2499 intersection (adjacent to the subject site). It is also assumed that the east leg (westbound approach) of the intersection will also be improved (by others) to include dedicated left- and right-turn lanes. The remainder of the roadway should be widened to the ultimate cross-section as development occurs on adjacent properties or when public funds are available, whichever is sooner.
- ❖ No right-turn lanes are required on Rippy Road and Waketon Road at site street intersections pursuant to the Town's requirement for right-turn lanes.
- ❖ The projected 59 site-generated left-turn traffic on Waketon Road at Street 2 exceeds the threshold of 50 vph for requiring a northbound left-turn/deceleration lane. A northbound left-turn/deceleration lane will benefit the traffic operations on Waketon Road at the proposed street intersection.
- ❖ The proposed streets on Waketon Road and Rippy Road meet the Town's driveway spacing criteria.
- ❖ The proposed Bradford Parks single family development meets the Town's SMARTGrowth requirements.

A summary list of recommended intersection improvements is as follows.

- Construct a dedicated right-turn lane on the southbound approach of Waketon Road at the FM 2499 intersection. [The projected 2018 southbound, PM peak hour background right-turn volumes is 47 vph which is very close to the threshold of 50 vph requiring a right-turn lane. The need for a right-turn lane will be mostly due to the background traffic]
- Construct a dedicated right-turn lane on the eastbound approach of Waketon Road at the Rippy Road intersection.
- Construct a dedicated right-turn lane on the northbound approach of Rippy Road at the Waketon Road intersection.
- Improve the east leg (westbound approach) of Waketon Road to include dedicated left- and right-turn lanes at the FM 2499 intersection. [This will be done by someone else other than the Bradford Parks development]
- Construct a northbound, left-turn/deceleration lane at site Street 2 to improve the traffic operations on Waketon Road.

END



July 15, 2016

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

RE: Bradford Parks – Water and Wastewater Master Plan Amendment Analysis (KHA No. 061000098)

Dear Brent,

Kimley-Horn & Associates, Inc. (Kimley-Horn) has performed the hydraulic analysis associated with the proposed water and wastewater demands for the Bradford Parks development. A private developer is planning on developing a site located northwest of Waketon Road and Rippy Road. This property is planned to be developed as Medium Density Residential per the Town's adopted Land Use plan. The developer is requesting to increase the density for the entire development to a mix of Medium and High Density Residential. Per the Town's adopted master plan, this property is planned to tie into the Town's wastewater system at Manhole 1502.

The preliminary utility plan shows a portion of the property draining to Manhole 1507. The remainder of the property is planned to drain to an 8-inch line in the Pecan Meadows neighborhood south of the proposed development, eventually draining to Manhole 864. The proposed development of approximately 50 acres will contain 128 high density single family residential lots, 28 medium density single family residential lots, and 12 acres of open space. The Town has asked Kimley-Horn to evaluate both the water and wastewater systems to determine if the existing and build out infrastructure has sufficient capacity for the increased density and revised wastewater tie-in locations. The analysis was limited to evaluating the Town's water and wastewater transmission mains and interceptors and did not evaluate distribution lines and collectors within the proposed development.

DEMAND PROJECTION

SMARTGrowth specifies that the developer is responsible for providing projected peak hour wastewater flows for their proposed development, and the Town is responsible for verifying the proposed flows are adequate. Projected wastewater flows were not provided by the developer; therefore, Kimley-Horn developed flows utilizing an average wastewater flow of 75 gallons per capita per day with an estimated 3.2 persons/ living unit for the proposed single family homes. A peaking factor of 1.9 and an inflow and infiltration value of 970 gallons per acre per day were also applied in accordance with SMARTGrowth. Utilizing these flow assumptions resulted in a projected peak wastewater flow of approximately 83 gallons per minute (gpm).

Water demand projections were not provided by the developer so Kimley-Horn developed flow projections. A water demand factor of 500 gallons per capita per day was used for the proposed single family development in accordance with SMARTGrowth and the Town's Water Master Plan. A maximum day demand (MDD) peaking factor of 1.91 ($MDD = 1.91 \cdot ADD$) and a peak hour demand (PHD) peaking factor of 1.75 ($PHD = 1.75 \cdot MDD$) were also applied in accordance with

SMARTGrowth. Based on these factors, a peak hour water demand of approximately 181 gpm was developed and utilized. Furthermore, a fire flow demand of 1,500 gpm was used in this analysis. The developer will be responsible for confirming the required fire flow during design.

WASTEWATER ANALYSIS

A proposed utility plan was provided by the developer. The preliminary utility plan shows a portion of the property draining to Manhole 1507 and a portion of the property draining to an 8-inch line in the Pecan Meadows neighborhood, eventually draining to Manhole 864. Per the Town's adopted Master Plan, this property is planned to tie into the Town's wastewater system at Manhole 1502. Kimley-Horn analyzed the Town's wastewater system from Manholes 864 and 1507 to the Oak Street Lift Station in existing and build-out conditions, as well as the Town's wastewater line between the development and Manhole 864 which is not included in the hydraulic model (See **Exhibit A**). Oak Street Lift Station was not included as part of this analysis. Analysis of the gravity system indicates that the changes in density from the Bradford Parks development will not adversely affect the existing or build-out wastewater system.

WATER ANALYSIS

As part of the water analysis, Kimley-Horn evaluated two (2) hydraulic conditions in the Town's existing and built-out water system:

- Peak Hour Demand
- Maximum Day Demand plus Fire Flow

The Texas Commission on Environmental Quality (TCEQ) has set minimum pressure requirements for public water systems. For Peak Hour Demand, the minimum required pressure is thirty-five (35) pounds per square inch (psi). For Maximum Day Demand plus Fire Flow, the minimum required pressure is twenty (20) psi.

Analysis of the Peak Hour Demand scenario indicates that the proposed increase in density will not adversely affect the water transmission system in existing or build-out conditions. Similarly, the minimum pressure requirement is maintained for the Maximum Daily Demand plus Fire Flow scenario in existing and build-out conditions.

As stated previously, Kimley-Horn did not evaluate the water distribution or wastewater collection lines within the development, only the transmission mains and wastewater interceptor lines. The developer is responsible for sizing the internal water and wastewater lines to serve the development.

We appreciate the opportunity to work with the Town; if you have any questions, please give me a call.



Page 3

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

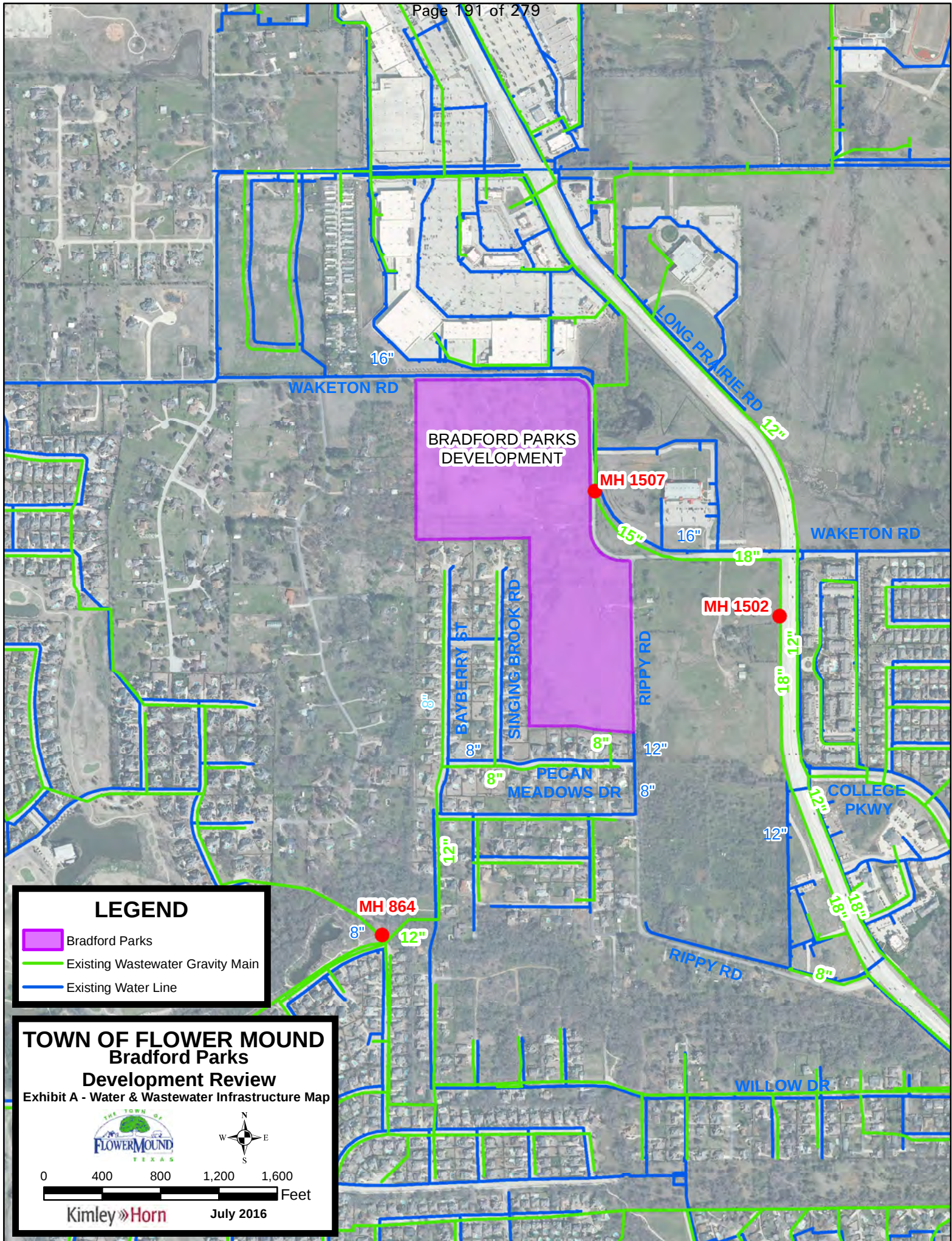
A handwritten signature in blue ink, appearing to read "Ashlyn Kelbly".

Ashlyn Kelbly, P.E.

AMK:LMB

Attachment: Exhibit A

K:\DAL_Municipal\061000098\Corr\Ltr\BradfordRevised_Water_Wastewater.doc



LEGEND

- Bradford Parks
- Existing Wastewater Gravity Main
- Existing Water Line

TOWN OF FLOWER MOUND Bradford Parks Development Review

Exhibit A - Water & Wastewater Infrastructure Map



0 400 800 1,200 1,600
Feet

Kimley Horn

July 2016



Water Plan
Wastewater Plan
Economic Impact

PD for Medium & High Density Single Family Residential
Long Prairie District
SPA 5
Long Prairie District
There is a trail along the north line of Waketon & east line of Rippy.
Waketon Rd. - Urban Collector 60' R.O.W.
Rippy Rd. - Urban Collector 60' R.O.W.
16" line on east side of Waketon Rd.
12" line along Waketon R.O.W.
N/A

Two detention ponds are located on Block A, Lot 32. The southernmost pond will be expanded/retained & the other pond will be new. The existing pond that is located on Block A, Lots 34 & 35 will be removed. See Drainage Plan.

Residential and open space.

Phasing:
The project will be built in two phases. See division line below.

- Median X Lots will be maintained by the H.O.A.
- Some internal centerline street radii (as noted on plan) are less than the normal minimum dimension of 275', to enable the preservation of additional Specimen & Protected Trees.

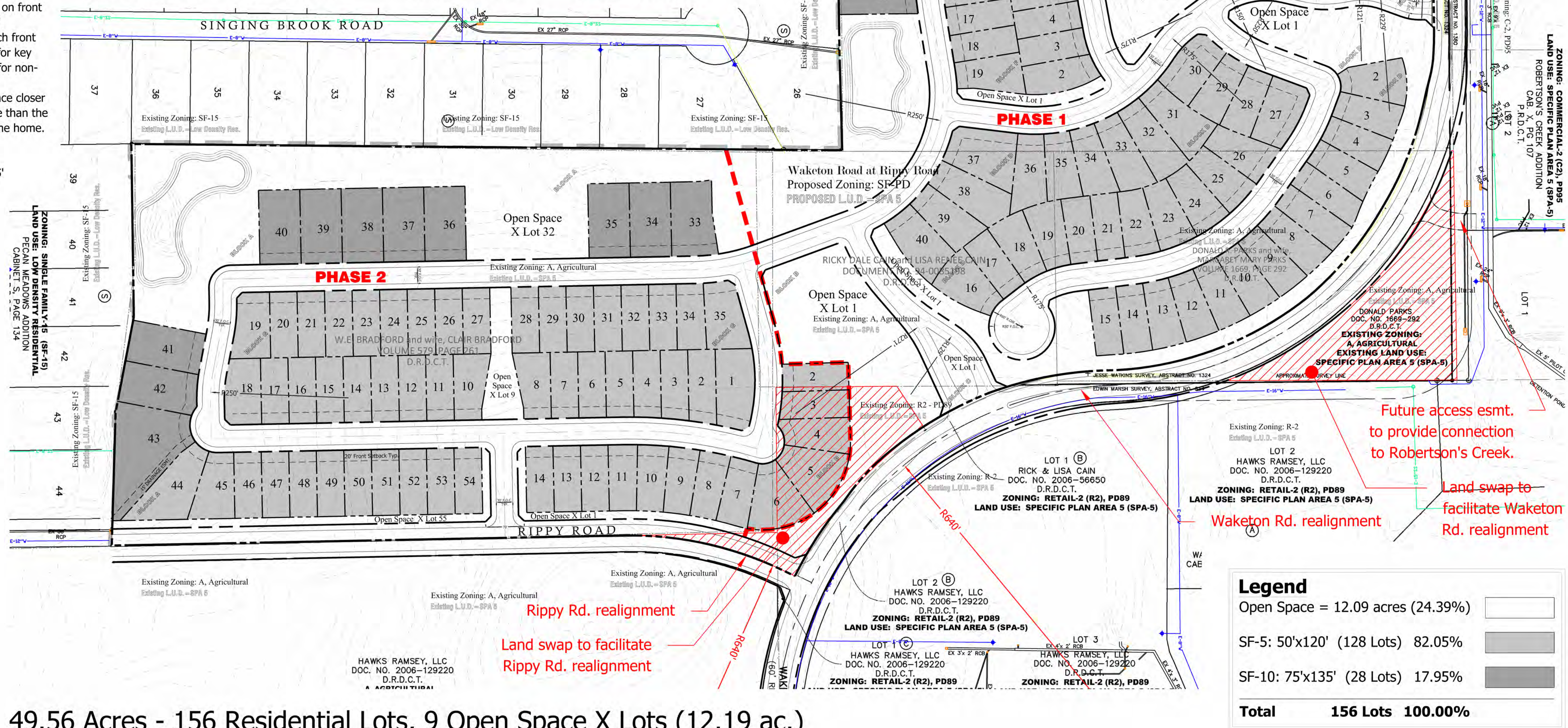
	SF-5	SF-10
Lot Type	50'x120' (min size)	75'x135' (min size)
Garage	Front loaded; 20' min. setback	Front loaded; 20' min. setback
Front Setback	20' min.	20' min.
Side Setback	5' min.	7.5' min.
Rear Setback	20' min.	25' min.
Porches	May encroach on front setback line 8'	May encroach on front setback line 8'
Corner Lots	Setbacks match front yard setback for key lots. 15' min. for non- key lots.	Setbacks match front yard setback for key lots. 15' min. for non- key lots.
Fences (front yard)	No privacy fence closer to setback line than the front wall of the home.	No privacy fence closer to setback line than the front wall of the home.
Min. Dwelling Unit Size	2,000 s.f	2,400 s.f
Max. Lot Coverage	55%	55%
Max. Building Height	2 stories or 35'	2 stories or 35'

William E. Bradford
5301 Rippy Rd.
Flower Mound, TX 75028
972-539-8685
Contact: Bill Bradford

Rick & Lisa Cain
5410 Waketon Rd
Flower Mound, TX 75028
214-212-4187
Contact: Rick Cain

Donald Parks
3433 Waketon Rd.
Flower Mound, TX 75028
214-763-0903
Contact: Don Parks

Hawks Ramsey, LLC
2648 F.M. 407 East, Suite 200
Argyle, TX 76226-7010
214-674-4013
Contact: Todd Weaver



J. Volk Consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972-201-3100
Contact: Jay Volk


CALATLANTIC
 HOMESSM

CalAtlantic Homes of Texas, Inc.
2600 Network Blvd., Suite 600
Frisco, TX 75034
469-731-3126

SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture

1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626

49.56 Acres - 156 Residential Lots, 9 Open Space X Lots (12.19 ac.)

Conceptual Site Plan

Bradford Park

Flower Mound, Denton County, Texas

1" = 100'

0 100' 200' 400'



Landscape Requirement Compliance Town of Flower Mound

STREET BUFFER LANDSCAPING

	Required Buffer Width	Provided Width
Rippy Road	15'	15'
Waketon Road	15'	25' min.

STREET BUFFER TREES

Standard	Street Frontage (linear feet)	Required	Provided
1 per 30 l.f.	Rippy Road = 1,205 l.f.	41 trees (3" cal.)	18 x 3 = 54 new ornamental trees instead of large trees due to overhead utilities.
1 per 30 l.f.	Waketon Road = 1,980 l.f.	66 trees (3" cal.)	34 new trees from the Flower Mound <i>Large Tree List</i> .
		107 trees required	
		-55 existing trees from the Flower Mound <i>Large Tree List</i> exist in the identified landscape buffer	
		52 trees required	

Legend

6' Decorative Metal Fence

6' Masonry Wall

6' Masonry Wall or 6' Decorative Metal or Combination

Decorative Metal Fence with optional 2' Masonry Base. 6' Maximum Height.

Retain Existing Fence, or Replace or install 6' Wood Fence

NOTE:
The credit received for existing trees within the landscape buffer is subject to change depending on the most recent revised tree survey.

Owner:

William E. Bradford
5301 Rippy Rd.
Flower Mound, TX 75028
972-539-8685
Contact: Bill Bradford

Owner:

Hawks Ramsey, LLC
2648 F.M. 407 East, Suite 200
Argyle, TX 76226-7010
214-674-4013
Contact: Todd Weaver

Engineer / Surveyor:

J. Volk Consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972-201-3100
Contact: Jay Volk

Applicant:

CALATLANTIC
HOMESSM

CalAtlantic Homes of Texas, Inc.
2600 Network Blvd., Suite 600
Frisco, TX 75034
469-731-3126

Planner:

SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture

1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626

6' Decorative Metal Fence

6' Masonry Wall

Decorative Metal Fence with optional 2' Masonry Base. 6' Maximum Height.

6' Wood Fence



Legend

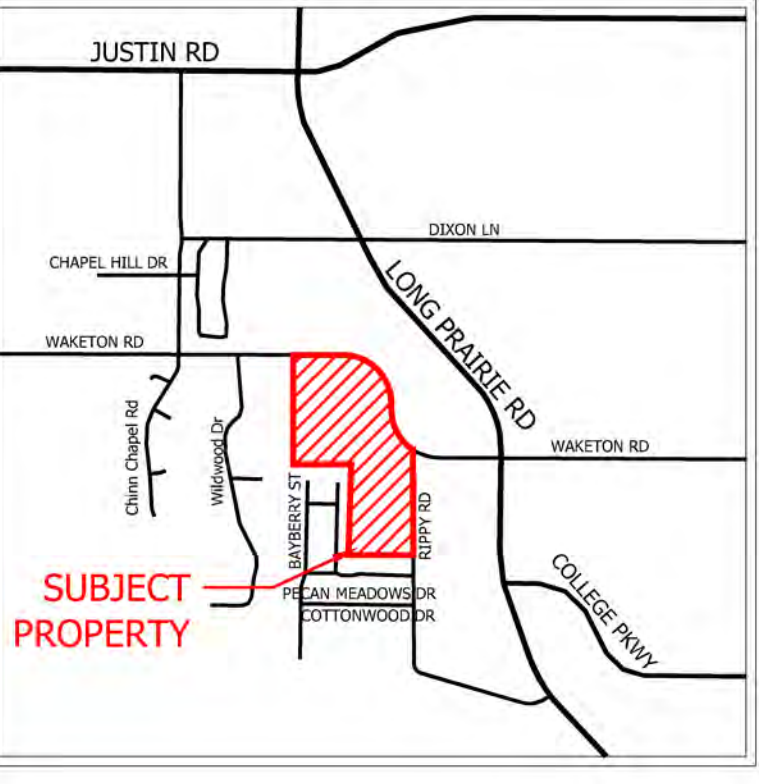
Specimen Tree to Remain

Non Specimen Tree to Remain

Proposed Tree (any large tree from the Flower Mound *Approved tree planting list*)

Proposed Tree (any tree from the Flower Mound *Approved overhead utility easement tree planting list*)

Waketon Road & Rippy Road Landscape Buffer



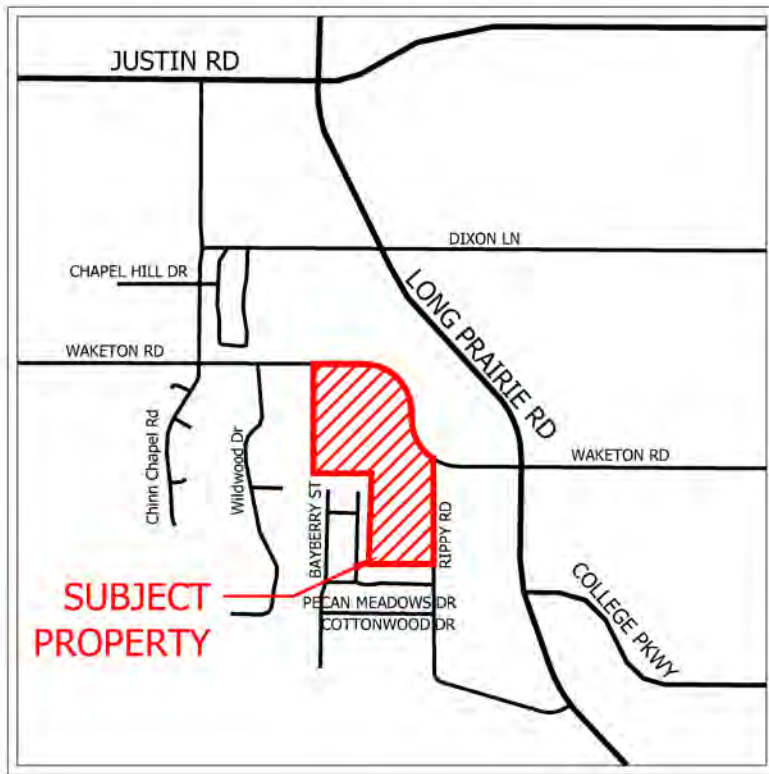
12 AUG 16

1" = 100'

49.56 Acres - 156 Residential Lots, 9 Open Space X Lots (12.19 ac.)

Conceptual Landscape Plan

Bradford Park



Legend

Specimen Tree to Remain

Specimen Tree to be Removed

Engineer / Surveyor:
J. Volk Consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972-201-3100
Contact: Jay Volk

Applicant:

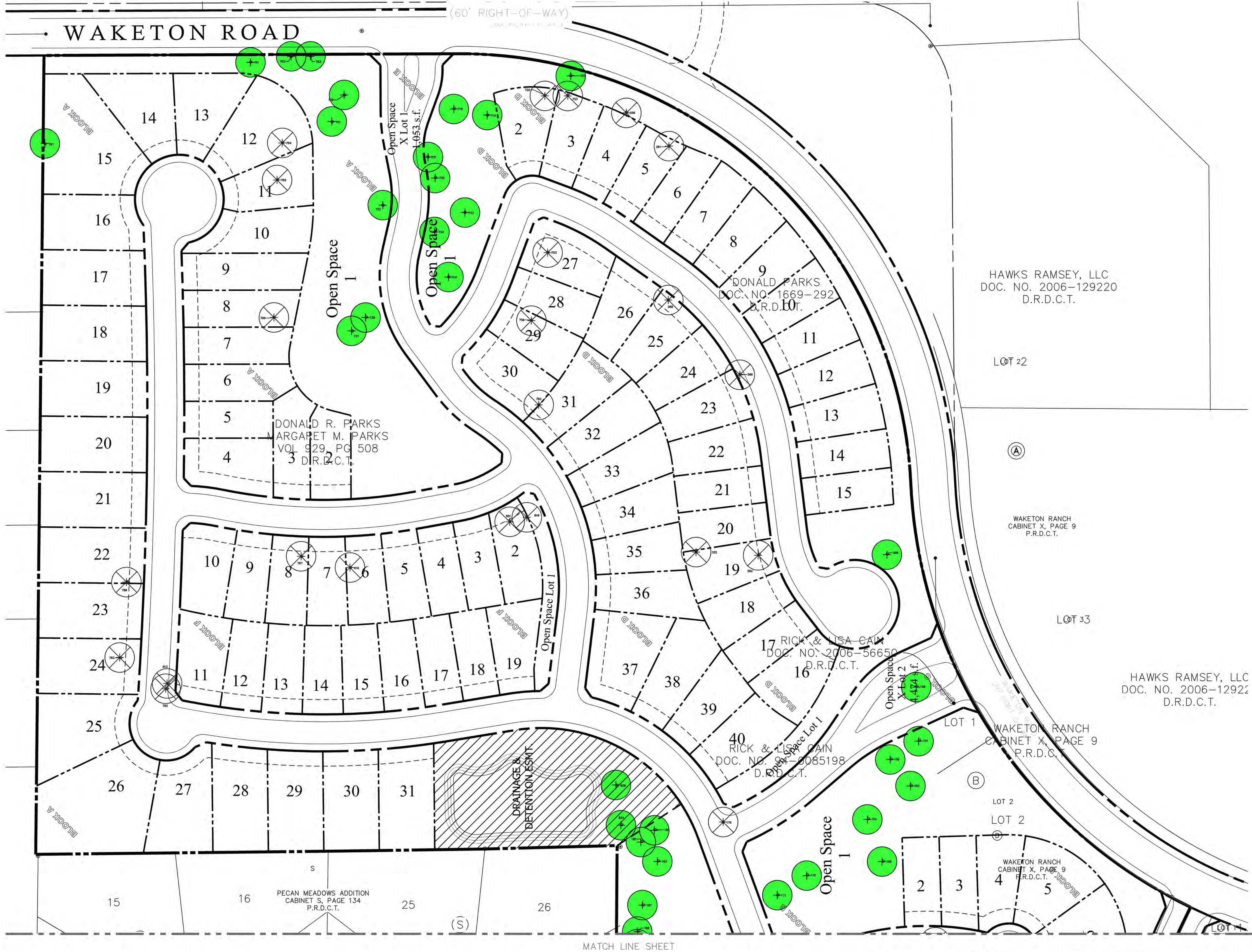
CALATLANTIC HOMESSM
CalAtlantic Homes of Texas, Inc.
909 Lake Carolyn Parkway, Suite 1700
Irving, TX 75039
972-590-2400

Planner: SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626

28 JULY 16

1" = 60'

0 60' 120' 240'



Tree Survey - Preliminary Reference Plan (1 of 2) Bradford Park



ORDINANCE NO. _____

Exhibit “B”

DEVELOPMENT STANDARDS

Planned Development District 148 (PD 148)

Bradford Park

The development on the property comprising approximately 49.6 acres of land within the corporate limits of the Town of Flower Mound (“Town”) and as described on Exhibit “A” to this Zoning Ordinance adopting PD-148 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES

Development of Bradford Park, comprising approximately 49.6 acres shall comply with all regulations applicable to Single Family Residential District-10 (SF-10) and Single Family Residential District-5 (SF-5) contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

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

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to section 98-972;
 - c. Garage Sale, subject to section 98-982;
 - d. Home occupation, subject to section 98-984;
 - e. Model home; and
 - f. Swimming pool, private.
2. Specific Uses. No specific uses requiring the issuance of a specific use permit shall be permitted in PD-148.
3. Temporary Uses. Only the following temporary uses may be permitted in areas designated on Exhibit “C” as Single-Family Residential District-10 (SF-10) and Single-Family Residential District-5 (SF-5) uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, “Temporary Use Permits”:
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974.

ORDINANCE NO. _____

- b. Field office, temporary.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. Single Family Residential District-10 (SF-10)

- a. Minimum lot area per dwelling. The minimum lot area shall be ten thousand one hundred twenty-five (10,125) square feet, subject to section 98-1023.
- b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be seventy-five feet (75').
- c. Minimum front yard.
 - i. Except as provided in this paragraph, the minimum front yard setback shall be twenty feet (20'), subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is fifteen feet (15').
 - ii. A front entry garage shall be set back twenty feet (20') from the front property line.
 - iii. Porches may encroach a maximum of eight feet (8') into the front yard.
 - iv. Fences may not extend into the front yard beyond the front façade of the residential dwelling.
- d. Minimum side yard. The minimum side yard shall be seven and one-half feet (7.5'), subject to section 98-1027.
- e. Minimum rear yard. The minimum rear yard shall be twenty-five feet (25'), subject to section 98-1027.
- f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,400 square feet.
- g. Maximum lot coverage. The maximum lot coverage shall be fifty-five percent (55%), subject to section 98-129.
- h. Maximum height. The maximum height of buildings and structures shall be two (2) stories or thirty-five feet (35'), subject to section 98-1031.

2. Single Family Residential District-5 (SF-5)

- a. Minimum lot area per dwelling. The minimum lot area shall be six thousand (6,000) square feet, subject to section 98-1023.

ORDINANCE NO. _____

- b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be fifty feet (50'), subject to section 98-1024.
- c. Minimum front yard.
 - i. Except as provided in this paragraph, the minimum front yard setback shall be twenty feet (20'), subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is fifteen feet (15').
 - ii. A front entry garage shall be set back twenty feet (20') from the front property line.
 - iii. Porches may encroach a maximum of eight feet (8') into the front yard.
 - iv. Fences may not extend into the front yard beyond the front façade of the residential dwelling.
- d. Minimum side yard. The minimum side yard shall be five feet (5'), subject to section 98-1027.
- e. Minimum rear yard. The minimum rear yard shall be twenty feet (20'), subject to section 98-1027.
- f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,000 square feet.
- g. Maximum lot coverage. The maximum lot coverage shall be fifty-five percent (55%), subject to section 98-129.
- h. Maximum height. The maximum height of buildings and structures shall be two (2) stories or thirty-five feet (35'), subject to section 98-1031.
- 3. THE DIMENSIONAL AND AREA REGULATIONS CONTAINED IN SUBPARAGRAPHS 1 AND 2 OF THIS PARAGRAPH B SHALL NOT APPLY TO COMMON AREAS OR LOTS OWNED BY THE HOMEOWNER'S ASSOCIATION FOR BRADFORD PARK ("HOA").

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within Bradford Park.

- 1. There shall be a maximum of 28 SF-10 residential lots and a maximum of 128 SF-5 residential lots.
- 2. SF-10 residential lots shall be located in the area abutting Pecan Acres and Pecan Meadows as designated on Exhibit C.
- 3. SF-5 residential lots shall be located as designated on Exhibit C.

ORDINANCE NO. _____

D. SUPPLEMENTAL STANDARDS

1. Required fencing where a residential lot abuts an open space area shall be installed in conformance with Exhibit D.
2. The minimum amount of open space for Bradford Park shall be twenty-four percent (24%) of the gross land area.
3. Improvements within open space areas should be provided with sensitivity to integrating in areas where specimen and protected trees exist. Examples of improvements generally can include such improvements as benches, seat walls, fountains, and shaded picnic areas. The development will include a minimum of 3 such areas that will be designated during consideration of the development plan.
4. All landscaping and open space shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.
5. Protected trees in the landscape buffer and/or open space areas indicated on "Exhibit D" that are preserved will be considered trees required for buffering in accordance with 82-241 and 82-242.
6. The development of Bradford Park is subject to the Phasing Plan as shown on Exhibit "C".
7. The first phase of development shall include all of the improvements as depicted on Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.

E. WAIVERS

The following waiver shall be granted with the approval of the Planned Development District:

1. An exception to the Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances requiring a minimum centerline radius of 275 feet for the Local Residential Urban classification, in the locations as shown on "Exhibit C".

From: Brice Perkins
Sent: Monday, August 01, 2016 3:07 PM
To: Town Council
Cc: Richard Brown
Subject: Braford Park Development

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed Bradford Park development. This development has been designed to preserve the existing beauty of the property including the topography, protected and specimen trees and the privacy enjoyed by the existing neighbors to the greatest extent possible.

Saving existing trees is important to Flower Mound residents and this proposal does a superior job of that over 65% of the 85 specimen trees will be preserved. This is not common in a development of this size.

Lastly, this development address the issues related to the changes that allowed Robertson Creek to be built instead of single family residential. These issues have been recognized by council and other boards and committees since 2006. Essentially making Bradford Park a transitional area.

I urge you to vote in favor of the proposed Bradford Park development.

Thank you in advance!

Brice Perkins

1414 Stapleton Ln
Flower Mound TX 75028

From: Russell Webb

Sent: Monday, August 01, 2016 5:28 PM

To: Richard Brown

Subject: I am FOR Bradford Park Residential Waketon

Importance: High

Please vote FOR the Bradford Park residential subdivision off Waketon. I feel like we need single families in that area to go along with the retail growth.

Thank you,

Russell B. Webb

4112 Marbella Drive

Flower Mound, TX 75022

From: George Beach
Sent: Wednesday, August 03, 2016 12:20 PM
To: Richard Brown; Town Council
Cc: Linda Beach
Subject: Zoning for Bradford Parks Subdivision

My wife and I live at 4717 Youpon in the Pecan Meadows subdivision and we support the creation of the Bradford Parks Subdivision. Please approve the zoning request.

George & Linda Beach

From: Marc Tuckey
Sent: Tuesday, August 09, 2016 3:19 PM
To: Richard Brown
Subject: Bradford Park Development

Planning and Zoning Members,

I'm am in support of the proposed Bradford Park development. This development has been designed to preserve the existing beauty of the property including the topography, protected and specimen trees and the privacy enjoyed by the existing neighbors to the greatest extent possible.

Saving existing trees is important to Flower Mound residents and this proposal does a superior job of that. Over 65% of the 85 specimen trees will be preserved and that is not common in a development of this size.

Lastly, this development address the issues related to the changes that allowed Robertson Creek to be built instead of single family residential. These issues have been recognized by council and other boards and committees since 2006. Essentially making Bradford Park a transitional area.

I urge you to vote in favor of the proposed Bradford Park development.

Thank you in advance!

Marc Tuckey
Resident
3940 Saturn St

From: Brenda Windham
Sent: Thursday, August 11, 2016 1:13 PM
To: Town Council; Richard Brown
Subject: Bradford Park Development

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed Bradford Park development. This development has been designed to preserve the existing beauty of the property including the topography, protected and specimen trees and the privacy enjoyed by the existing neighbors to the greatest extent possible.

Saving existing trees is important to Flower Mound residents and this proposal does a superior job of that over 65% of the 85 specimen trees will be preserved. This is not common in a development of this size.

Lastly, this development address the issues related to the changes that allowed Robertson Creek to be built instead of single family residential. These issues have been recognized by council and other boards and committees since 2006. Essentially making Bradford Park a transitional area.

I urge you to vote in favor of the proposed Bradford Park development.

Thank you,

Robert and Brenda Windham

-----Original Message-----

From: Norma Kline]

Sent: Thursday, July 28, 2016 3:14 PM

To: Richard Brown

Subject: CalAtlantic Site Plan Waketon and Rippy Road

Richard,

I wanted to express my opinion regarding the site plan that comes before the P & Z committee slated near or around August 8th and the Town Council on or around August 15th.

I do think that CalAtlantic did a very nice job respecting the concerns for the low density homes home sites along the neighboring Pecan Meadows homes both on Pecan Meadows Drive, Singing Brook Drive and Bayberry. They also did a very agreeable green scape entering the property. The transition to medium density and keeping the older oaks and solid wood trees and root systems is appreciated.

While we can all learn to live with the traffic, I must express my greatest concerns:

Those are:

High density plan along Rippy Road and drainage. If the builder would place at least half of the high density homes to medium density homes along Rippy Road we have more of a continuation of medium to low density homes along this corridor. I could live with that. This allows any development on the east side of Rippy Road to better conform to a transition of property size for future builds. It also transitions well aesthetically.

I live at 5104 Singing Brook and have had the city out twice in 18 years to review the dog leg corner of my property where we are not allowed to build anything because of right of way and drainage. This is something that was in place when we purchased the home. The city engineers brought out satellite photos to show me there wasn't an issue, but they came when we had had very little rain. There is an issue because of the build up of dirt from flowing waters and because the flow is not correct, the water sits in my yard for weeks following the final rains. A previous neighbor north of me blocked his drainage right of way with bricks and soil which has made an issue for those people down hill from him. The water doesn't dissipate correctly as designed. I don't know what is built east of me or what blocks any of the fencing. I was told that I would have to pay to have this corrected, as would all of the neighbors north of me.

Next, it looks like the overflow movement of the changed pond on the site will now flow into Pecan Meadows. Please let me know if I am wrong.

Our drainage on the streets has handled the excess drainage okay now in high rains, but am very concerned that they will now flood our streets from any drainage flowing south from the north on Singing Brook. Will all water flow be directed toward Waketon Road north of Pecan Meadows. Moving on how will the drainage pipe size being proposed help make sure that rain water flows openly and freely so that my back yard and those along Pecan Meadows drive aren't dealing with flooded back yards worse than they already are because it drains so slowly.

I do plan to be at the P & Z Meeting. Please make sure that all committee members are aware of both the likes and dislikes of the plan prior to the August 8th meeting. Please let the builder know of my concerns as well so that they can be shared with all involved.

Norma Kline
5104 Singing Brook Road
Flower Mound, Texas 75028

Patricia O'Toole
5560 Wildwood dr.
Flower Mound, TX 75028

June 20, 2016

RE: Rezoning Waketon and Rippy Road

Dear Zoning Board Commissioners,

I would like to comment on the Zoning of the property on Waketon Road and Rippy. My family moved to Flower Mound in 1994. We picked Flower Mound for the unique country atmosphere. We could have moved to an area in Flower Mound where the houses were close together, but we wanted to spread out and have land to breath, grow plants and enjoy. We like the fact that Flower Mound protects trees and has a master plan in place to keep from over building. Now our neighbors who borders us wants to rezone to high and medium density lots. They will move and we will live with the results.

- One of my concerns is drainage. I am afraid all the water which will not be able to drain in the ground, due to all the cement will end up in my back yard.
- Another concern is the traffic that 156 houses would bring to the neighborhood. Even if the S curve on Waketon was fixed there would be too many cars for the 2 lane country road which runs into Double Oak.
- There are old beautiful trees on the property that must be kept alive. Trees help keep our air fresh and helps alleviate the traffic noise.

Please help us keep the integrity of our country living, save our trees, wildlife and peace and keep the agricultural or very low density zoning. We want to keep Flower Mound an unique living area, not like overly populated areas like Frisco and Plano.

- ◆ Please vote no on the high and medium density lots on Waketon and Rippy Road.

Thank you for your time and keeping our town unique.

Patrica O'Toole



From: Judy Cortinas
Sent: Wednesday, August 03, 2016 8:40 PM
To: Richard Brown; planning; Town Council
Subject: Bradford

Richard,

We are writing to request that the requested Master Plan amendment on the Bradford Park development be denied.

We feel there should not be any high density residential lots/homes in in the project that backs up to existing Low Density and Estate residential neighborhoods.

We are looking for the protection of the Master Plan that recommends the Land be used for Low Density single family housing. When we moved into Pecan Meadows 17 years ago, we counted on the surrounding properties to reflect the continuity of our neighborhood. Pecan Meadows are all approximately 1/2 acre lots.

This is the same battle we fought with Highland Court. However, Highland Court did convert retail/commercial land into residential on FM2499. There was a little more reasoning to the need to build high density. The Bradford project is off of Waketon and behind Robertson Creek Shopping Center. There is no benefit to creating high density there. The small entry to the shopping center is very quiet, and poses nothing detrimental to homes being built. Once Waketon is improved that would pose nothing harmful for a neighborhood either.

We have no problem with the land use being Medium Density Residential single family homes. We were presented with a wonderful plan by David Weekly but evidently, due to the sales price of the land, that became obsolete. We do welcome a neighborhood there, just not a congested high density one as is proposed.

While I understand a landowner wanting to get the best price for his land, one must also consider the reasoning of it. The high density homes that will be built under this plan will start around \$550,000. That serves none of the needs of Flower Mound for reasonable affordable housing for young families or seniors.

You must also consider the effect it will have on the value of our homes. The homeowners surrounding the project, just like the land owners of Bradford Park, would like to get a fair value for our home, too. I know that a Pecan Meadows homeowner was able to get their Tax Value adjusted down \$50,000 this year, using the upcoming high density housing near us as the reason. So, for the benefit of a few land owners, it will not benefit the existing homeowners in Pecan Meadows adjacent/back up to the project.

Please deny the requested Master Plan change.

Thank you.

Rudy and Judy Cortinas
3301 Pecan Meadows Dr
Flower Mound

From: sjms4877 .
Sent: Thursday, August 04, 2016 1:37 PM
To: Richard Brown
Subject: Cal Atlantic Homes - Rippy Road Constrution

Dear Mr. Brown:

My name is John Irish, and I live at 3405 Pecan Meadows, Flower Mound TX 75028. I have lived in Flower Mound for over three years and plan to live in Flower Mound for many years to come.

I chose to live in Flower Mound, and specifically **Pecan Acres Addition/Pecan Meadows** because:

1. **Serenity:** The area is quiet with low density housing.
2. **Low Traffic:** Since the area consists of low density housing, the traffic is manageable.
3. **Lots of old trees:** There are a lot of trees that are decades old.
4. **Country feel:** There is a country side feel to this neighborhood.

I recently learned of a potential rezoning effort proposed by Cal Atlantic Homes, for the property located between Rippy Road and Waketon Rd. The rezoning would include a Master Plan amendment transitioning the land use from Neighborhood Low Density Residential, to High Density Residential.

I am **strongly opposed** to rezoning that would allow for High Density Residential land use. My main reasons for the opposition are:

1. **Increased Traffic:** A high density residential will increase the traffic on the existing roads by a large factor.
2. **Current Zoning:** One of the top reasons I moved to this area.
3. **Decreased Property value:** Our property value may decrease by rezoning the low density zone as a high density zone as no one would prefer to have a high density zone, right beside their neighborhood.
4. **Decreased Safety:** Our neighborhood may be less safer due to the rezoning, because, occupants of high density residential have very little stake and responsibility for their dwelling when compared to single family home dwellers, thereby, they might not care for the neighborhood they live in, as much as single family home owners do.
5. **Loss of trees:** Trees that have been growing for decades would be lost. We (the town) have already lost a huge number of trees due to the Riverwalk project and the Lakeside project. We need to preserve as many trees as we can.
6. **Other High Density areas:** There are already high density residential projects (in the form of Riverwalk and Lakeside) going on. The town doesn't need more high density residential projects.
7. **Additional Traffic Lights:** One or more traffic lights at Rippy Rd and College Parkway may need to be added onto FM 2499 in the future, creating even more stop-and-go traffic between 407 and 3040.
8. **Schools will be impacted.**

9. **There already is a shortage of single family homes.**

I am very concerned with how a High Density Residential development would affect not just my neighborhood, but the Town of Flower Mound. I kindly ask for your support in opposition to rezoning & any Master Plan amendments that would include High Density Residential development. Please uphold the current zoning which is low density residential. Thank you for your time.

Best regards,
John Irish

From: Cynthia Spilberg
Sent: Thursday, August 04, 2016 3:57 PM
To: Richard Brown
Subject: MPA16-0004 BRADFORD PARKS

Dear Planning & Zoning and Town Council,

Outside of our children, our home is our biggest investment. It is our sons' futures. It is our golden years. Yet the home we have invested so much in has stopped performing.

According to Denton Central Appraisal, this year our home did not increase in value. Why? Per the appraisal agent, "People that live on large lots do so for privacy. They pay a premium for that privacy." The agent further stated that "having a high density neighborhood built in your proximity makes your neighborhood and hence your home, less private. Therefore, buyers are less likely to pay the higher price tag."

Last year our neighborhood was promised by the developer and the Town of Flower Mound that having a high density development near us would improve our home values. That has not been the case.

Since Highland Court, our homes have been perceived as less private therefore, becoming less desirable and less sellable. Not a single residence sold this year. If this is the effect of a high density development southeast of us, one can only imagine the devastating property value loss that will occur to our homes if a high density development is approved next to us.

Please save our homes, our quality of life and our families' futures. Deny recommendation of another High Density development in SPA5. Deny MPA16-0004.

Regards,
 Cynthia Spilberg

Per Denton Central Appraisal website:

Year	Improvement(s)	Land	Market	Appraised	Assessed
2016	\$399,355	\$100,645	\$500,000	\$500,000	\$500,000
2015	\$413,054	\$86,946	\$500,000	\$500,000	\$500,000
2014	\$376,054	\$86,946	\$463,000	\$463,000	\$463,000

Highland Court was approved April 20, 2015 (after the 2015 assessments were mailed).

From: Paul Porter
Sent: Monday, August 08, 2016 12:09 PM
To: planning
Subject: Bradford Park Zoning Change: Waketon Rd at Rippy Rd

Planning and Zoning Committee,

I have been a Flower Mound resident since 1994, and have lived in the Pecan Meadows subdivision since 1998. I live at 5208 Singing Brook Road, which backs up to the Bradford's property. We have enjoy the pasture view and periodic birth of new calves that roam their property. I have participated in previous planning and zoning, as well as, town council meetings in the past. Unfortunately, I won't be able to attend the August 8th meeting.

I did want to let the committee know that I am against the recent proposal to by CalAtlantic Homes to dramatically increase the housing density of the the land generally to the west of Waketon Rd at Rippy Rd. I did see the previous plan submitted by David Weekley Homes, that I supported and believe was a reasonable compromise in changing from the current "all" Low Density zoning. I understand that the property owners declined the David Weekley plan because that wanted a higher price for the land. While I can appreciate their desire to maximize the sale price of their properties, I don't believe it is the responsibility of the town to accommodate their potentially inflated price at the expense of existing and future residents.

My specific concerns are similar to those of my neighbors:

1. High/medium density is not consistent with Pecan Meadows or the homes on Wildwood Dr.
2. Smaller lots and homes will bring down the value of our homes and property.
3. Traffic onto Rippy Rd will already rise due on the increased density from the Highland Court development. Adding higher density to Bradford Park will make this even worse.
4. Cutting down a large number of specimen trees due to the density of home on small lots.
5. Condition of Rippy Rd is deteriorating due to more traffic and construction already. Direct Development's plan "for Rippy Road to maintain its rural charm" was just a way for them to avoid sharing in the cost to improve the road. The portion of Rippy Rd frequented by the Highland Court construction has significantly impacted a portion of the road already. The same type of road issues can be seen on Waketon Road as well, just west of 2499.

I do believe this property can be developed in a way to preserve the stated values of Flower Mound, and without the need to clear cut trees, and increase roof tops to include high density. Highland Court used a nice model of having high density backed up to the retail along 2499 and transitioned to medium density closer to Pecan Acres and Pecan Meadows. It makes perfect sense for this development to continue that same transition from medium density along Rippy Rd to low density adjacent to Pecan Meadows homes.

Thank you for investing your time and your commitment to making Flower Mound a great place for all of us to live.

Best regards,
Paul

Paul Porter
5208 Singing Brook Road

-----Original Message-----

From: Lisa Malone

Sent: Thursday, August 18, 2016 11:02 AM

To: planning

Subject: Bradford Park Proposed Subdivision

Dear Planning and Zoning,

We are writing with our concerns for the Bradford Park Zoning request change from low density to 82% high density. Please keep the original zoning as the Master Plan called for "Low Density"; or at least compromise with "medium density".

Below are our concerns if this zoning request is approved.

- Proposed lot sizes are incompatible to our homes in Pecan Meadows. This change would mean that there is no transition from the Low density which is currently built.
- This would create significantly more traffic along Waketon and Rippey Roads. The traffic study was done during the summer hours. These are both very heavily traveled roads when school is in session (which is 10 months out of the year). The study needs to be taken during that time. The traffic is getting increasingly more difficult to get out on to 2499, and this does not even include the traffic from the developments already approved and in process i.e.: Riverwalk, Highland Court, and Hawks Hill development.
- This plan calls for the removal of the majority of the specimen trees on these properties. The prior plan that was rejected by the land owners from David Weekly was going to save 80% of those trees and had a much more comparable plan to our adjoining neighborhood with low to medium density housing.

We are not against development; however, we too made our biggest investment 15 years ago when we selected this neighborhood. We did our research and carefully studied the Master Plan for the undeveloped land around us which had a big impact on our decision to purchase our home here. We already compromised a lot when it came to the Highland Court development which was not left at low density; however the developer did work along with the neighbors to have the compromise. Again, we were supportive with the David Weekly plan which was going to be low to medium density.

Please consider the many residents that will be directly affected if this zoning request and tree removal is approved. We are the ones that will have to live with the aftermath while the developers and land owners move on. Please keep Flower Mound from becoming another Frisco or Plano.

The reason Flower Mound is voted the best place to raise a family is because while it continues to grow, we have plans in place like the Smart Growth plan and the Master Plan.

Please consider our concerns when making your decisions on the master plan zoning amendment and the tree removal for this property.

Thank you for spending your time and energy looking out for the best interest for the residents of Flower Mound while our town continues to grow.

Thank you,

Lisa and Mark Malone
5025 Bayberry St.
Flower Mound, Texas 75028

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 49.56 ACRES OF LAND SITUATED IN THE J. WATKINS SURVEY, ABSTRACT NUMBER 1324, DENTON COUNTY, TEXAS, FROM AGRICULTURAL DISTRICT (A) AND PLANNED DEVELOPMENT DISTRICT NO. 89 (PD-89) WITH RETAIL DISTRICT-2 (R-2) USES TO PLANNED DEVELOPMENT DISTRICT NO. 148 (PD-148) WITH SINGLE-FAMILY DISTRICT-10 (SF-10) AND SINGLE-FAMILY DISTRICT-5 (SF-5) 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 49.56 acres of land situated in the J. Watkins Survey, Abstract Number 1324, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) and Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses to Planned Development District No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 22, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on September 6, 2016, with respect to the proposed planned development district as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a planned development district on the property; and

WHEREAS, the Town Council finds that amendment of the Zoning map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

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:

49.56 acres of land situated in the J. Watkins Survey, Abstract Number 1324, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses.

SECTION 2

The development standards, conceptual site plan, and conceptual landscape plan of the proposed Planned Development District No. 148 (PD-148), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes, are hereby approved as the development standards, conceptual site plan, and conceptual landscape plan for this Planned Development District No. 148 (PD-148).

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. 148 (PD-148), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

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

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, **TOWN ATTORNEY**

Exhibit "A"
Legal Description

TRACT ONE
19.936 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being all of that tract of land described in Deed to Donald R. Parks and wife, Margaret M. Parks, as recorded in Volume 929, Page 508, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 2 inch iron pipe found in the west line of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas for the common southeast corner of said Donald R. Parks and wife, Margaret M. Parks tract and northeast corner of Lot 26, Block S of PECAN MEADOWS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 134, Plat Records, Denton County, Texas;

THENCE South 89 degrees 04 minutes 11 seconds West, leaving said west line and with the common south line of said Donald R. Parks and wife, Margaret M. Parks tract and north line of said Addition, a distance of 786.64 feet to a 2 inch iron pipe found for the common southwest corner of said Donald R. Parks and wife, Margaret M. Parks tract and northwest corner of Lot 15, Block S of said Addition;

THENCE North 00 degrees 29 minutes 15 seconds East, leaving said common line and with the west line of said Donald R. Parks and wife, Margaret M. Parks tract, passing at a distance of 727.73 feet a 3/4 inch iron rod found, and continuing in all for a total distance of 1,113.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the south line of Waketon Road, a 60 foot right-of-way, for the northwest corner of said Donald R. Parks and wife, Margaret M. Parks tract;

THENCE North 89 degrees 23 minutes 46 seconds East, with said south line, a distance of 772.61 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the common northeast corner of said Donald R. Parks and wife, Margaret M. Parks tract and northwest corner of that tract of land described in Deed to Donald R. Parks and wife, Margaret Mary Parks, as recorded in Volume 1669, Page 292, Deed Records, Denton County, Texas;

THENCE South 00 degrees 33 minutes 39 seconds East, leaving said south line and with the east line of said Donald R. Parks and wife, Margaret M. Parks tract recorded in Volume 929, Page 508, a distance of 725.92 feet to a 1/2 inch iron rod found for the common southwest corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and northwest corner of the above mentioned Ricky Dale Cain and Lisa Renee Cain tract;

THENCE South 00 degrees 23 minutes 27 seconds West, continuing with said east line, a distance of 382.87 feet to the **POINT OF BEGINNING** and containing 19.936 acres of land, more or less.

TRACT TWO

6.957 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being all of that tract of land described in Deed to Donald R. Parks and wife, Margaret Mary Parks, as recorded in Volume 1669, Page 292, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the east line of that tract of land described in Deed to Donald R. Parks and wife, Margaret M. Parks, as recorded in Volume 929, Page 508, Deed Records, Denton County, Texas for the common southwest corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and northwest corner of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas;

THENCE North 00 degrees 33 minutes 39 seconds West, with the common west line of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and said east line, a distance of 725.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the south line of Waketon Road, a 60 foot right-of-way, for the common northwest corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and said Donald R. Parks and wife, Margaret M. Parks tract recorded in Volume 929, Page 508;

THENCE North 88 degrees 42 minutes 21 seconds East, leaving said common line and with said south line, a distance of 416.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the northeast corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292;

THENCE South 00 degrees 33 minutes 39 seconds East, a distance of 728.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the north line of the above mentioned Ricky Dale Cain and Lisa Renee Cain tract for the southeast corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292;

THENCE South 89 degrees 02 minutes 53 seconds West, with the common south line of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292 and said Ricky Dale Cain and Lisa Renee Cain tract, passing at a distance of 21.35 feet a 1/2 inch iron rod found, and continuing in all for a total distance of 416.76 feet to the **POINT OF BEGINNING** and containing 6.957 acres of land, more or less.

TRACT THREE
5.489 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being all of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas and being all of Lot 1, Block B of WAKETON RANCH, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 9, Plat Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the east line of that tract of land described in Deed to Donald R. Parks and wife, Margaret M. Parks, as recorded in Volume 929, Page 508, Deed Records, Denton County, Texas for the common northwest corner of said Ricky Dale Cain and Lisa Renee Cain tract and southwest corner of that tract of land described in Deed to Donald R. Parks and wife, Margaret Mary Parks, as recorded in Volume 1669, Page 292, Deed Records, Denton County, Texas;

THENCE North 89 degrees 02 minutes 53 seconds East, with the common north line of said Ricky Dale Cain and Lisa Renee Cain tract and south line of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292, passing at a distance of 395.41 feet a 1/2 inch iron rod found for the southeast corner of said Donald R. Parks and wife, Margaret Mary Parks tract recorded in Volume 1669, Page 292, and continuing in all for a total distance of 423.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the west line of Waketon Road, a variable width right-of-way, for the northeast corner of said Ricky Dale Cain and Lisa Renee Cain tract;

THENCE South 00 degrees 32 minutes 57 seconds East, with said west line, a distance of 71.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the north corner of the above mentioned Lot 1, said point being at the beginning of a non-tangent curve to the left having a central angle of 16 degrees 04 minutes 45 seconds, a radius of 670.00 feet and a chord bearing and distance of South 25 degrees 16 minutes 16 seconds East, 187.41 feet;

THENCE Southerly, continuing with said west line and with said curve to the left, an arc distance of 188.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the east corner of said Lot 1;

THENCE South 56 degrees 41 minutes 26 seconds West, leaving said west line, a distance of 93.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the east line of the above mentioned Ricky Dale Cain and Lisa Renee Cain tract for the south corner of said Lot 1;

THENCE South 00 degrees 32 minutes 57 seconds East, with said east line, passing at a distance of 219.55 feet a 1/2 inch iron rod with a yellow plastic cap stamped "WAI" found for the southwest corner of Lot 2, Block B of the above mentioned WAKETON RANCH Addition, and continuing in all for a total distance of 249.06 feet to a 1/2 inch iron rod found for the southeast corner of said Ricky Dale Cain and Lisa Renee Cain tract;

THENCE South 89 degrees 05 minutes 46 seconds West, a distance of 432.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the east line of PECAN MEADOWS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 134, Plat Records, Denton County, Texas, for the southwest corner of said Ricky Dale Cain and Lisa Renee Cain tract;

THENCE North 00 degrees 23 minutes 27 seconds East, with the common west line of said Ricky Dale Cain and Lisa Renee Cain tract and east line of said PECAN MEADOWS ADDITION, passing at a distance of 51.19 feet a 5/8 inch iron rod with a red plastic cap stamped "GONZALEZ" found, passing at a cumulative distance of 157.88 feet a 2 inch iron pipe found for the common northeast corner of said PECAN MEADOWS ADDITION and southeast corner of the above mentioned Donald R. Parks and wife, Margaret M. Parks tract recorded in Volume 929, Page 508, and continuing with the common west line of said Ricky Dale Cain and Lisa Renee Cain tract and east line of said Donald R. Parks and wife, Margaret M. Parks tract recorded in Volume 929, Page 508 in all for a total distance of 540.75 feet to the **POINT OF BEGINNING** and containing 5.489 acres of land, more or less.

TRACT FOUR
19.048 ACRES

BEING a tract of land situated in the J. WATKINS SURVEY, ABSTRACT NO. 1324, Town of Flower Mound, Denton County, Texas and being part of that tract of land described in Deed to W.E. Bradford and wife, Clair Bradford, as recorded in Volume 579, Page 261, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found for the common southwest corner of said W.E. Bradford and wife, Clair Bradford tract and an interior ell corner of PECAN MEADOWS ADDITION, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 134, Plat Records, Denton County, Texas;

THENCE North 00 degrees 31 minutes 52 seconds East, with the common west line of said W.E. Bradford and wife, Clair Bradford tract and east line of said Addition, a distance of 1,134.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the southwest corner of that tract of land described in Deed to Ricky Dale Cain and Lisa Renee Cain, as recorded in Document No. 94-R0085198, Deed Records, Denton County, Texas;

ORDINANCE NO. _____

Page 8

THENCE North 89 degrees 05 minutes 46 seconds East, leaving said common line, a distance of 432.48 feet to a 1/2 inch iron rod found for the southeast corner of said Ricky Dale Cain and Lisa Renee Cain tract;

THENCE North 00 degrees 32 minutes 57 seconds West, with the east line of said Ricky Dale Cain and Lisa Renee Cain tract, a distance of 29.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "WAI" found in the north line of the above mentioned W.E. Bradford and wife, Clair Bradford tract for the southwest corner of Lot 2, Block B of WAKETON RANCH, an Addition to the Town of Flower Mound, Denton County, Texas according to the Plat thereof recorded in Cabinet X, Page 9, Plat Records, Denton County, Texas;

THENCE North 89 degrees 25 minutes 30 seconds East, with the common north line of said W.E. Bradford and wife, Clair Bradford tract and south line of said Lot 2, a distance of 263.42 feet to a PK nail set for the northeast corner of said W.E. Bradford and wife, Clair Bradford tract, said point being in the approximate centerline of Rippy Road, an asphalt road;

THENCE South 01 degrees 12 minutes 22 seconds East, with said approximate centerline, passing at a distance of 8.14 feet a PK nail found with shiner for the northwest corner of that tract of land described in Deed to Hawks Ramsey, LLC, as recorded in Document No. 2007-51767, Deed Records, Denton County, Texas, and continuing in all for a total distance of 1,208.59 feet to a 1/2 inch iron rod found for the common southeast corner of said W.E. Bradford and wife, Clair Bradford tract and an exterior ell corner of the above mentioned PECAN MEADOWS ADDITION;

THENCE Westerly, with the common south line of said W.E. Bradford and wife, Clair Bradford tract and north line of said PECAN MEADOWS ADDITION, the following three (3) courses and distances:

North 88 degrees 23 minutes 04 seconds West, leaving said approximate centerline, a distance of 244.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 79 degrees 12 minutes 28 seconds West, a distance of 176.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 89 degrees 09 minutes 18 seconds West, a distance of 313.92 feet to the **POINT OF BEGINNING** and containing 19.048 acres of land, more or less.

**Exhibit “B”
DEVELOPMENT STANDARDS**

**Planned Development District No. 148 (PD-148)
Bradford Park**

The development on the property comprising approximately 49.6 acres of land within the corporate limits of the Town of Flower Mound (“Town”) and as described on Exhibit “A” to this Zoning Ordinance adopting PD-148 shall be in accordance with the Town of Flower Mound Master Plan and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES

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

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended:

- a. Dwelling, single-family detached;
- b. Accessory use, general, subject to section 98-972;
- c. Garage Sale, subject to section 98-982;
- d. Home occupation, subject to section 98-984;
- e. Model home; and
- f. Swimming pool, private.

2. Specific Uses. No specific uses requiring the issuance of a specific use permit shall be permitted in PD-148.

3. Temporary Uses. Only the following temporary uses may be permitted in areas designated on Exhibit “C” as Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, “Temporary Use Permits”:

- a. Asphalt/concrete batch plant, temporary, subject to section 98-974.
- b. Field office, temporary.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. Single-Family District-10 (SF-10)

a. Minimum lot area per dwelling. The minimum lot area shall be ten thousand one hundred twenty-five (10,125) square feet, subject to section 98-1023.

b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be seventy-five feet (75').

c. Minimum front yard.

i. Except as provided in this paragraph, the minimum front yard setback shall be twenty feet (20'), subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is fifteen feet (15').

ii. A front entry garage shall be set back twenty feet (20') from the front property line.

iii. Porches may encroach a maximum of eight feet (8') into the front yard.

iv. Fences may not extend into the front yard beyond the front façade of the residential dwelling.

d. Minimum side yard. The minimum side yard shall be seven and one-half feet (7.5'), subject to section 98-1027.

e. Minimum rear yard. The minimum rear yard shall be twenty-five feet (25'), subject to section 98-1027.

f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,400 square feet.

g. Maximum lot coverage. The maximum lot coverage shall be fifty-five percent (55%), subject to section 98-129.

h. Maximum height. The maximum height of buildings and structures shall be two (2) stories or thirty-five feet (35'), subject to section 98-1031.

2. Single-Family District-5 (SF-5)

a. Minimum lot area per dwelling. The minimum lot area shall be six thousand (6,000) square feet, subject to section 98-1023.

b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be fifty feet (50'), subject to section 98-1024.

c. Minimum front yard.

i. Except as provided in this paragraph, the minimum front yard setback shall be twenty feet (20'), subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is fifteen feet (15').

ii. A front entry garage shall be set back twenty feet (20') from the front property line.

iii. Porches may encroach a maximum of eight feet (8') into the front yard.

iv. Fences may not extend into the front yard beyond the front façade of the residential dwelling.

d. Minimum side yard. The minimum side yard shall be five feet (5'), subject to section 98-1027.

e. Minimum rear yard. The minimum rear yard shall be twenty feet (20'), subject to section 98-1027.

f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,000 square feet.

g. Maximum lot coverage. The maximum lot coverage shall be fifty-five percent (55%), subject to section 98-129.

h. Maximum height. The maximum height of buildings and structures shall be two (2) stories or thirty-five feet (35'), subject to section 98-1031.

3. THE DIMENSIONAL AND AREA REGULATIONS CONTAINED IN SUBPARAGRAPHS 1 AND 2 OF THIS PARAGRAPH B SHALL NOT APPLY TO COMMON AREAS OR LOTS OWNED BY THE HOMEOWNER'S ASSOCIATION FOR BRADFORD PARK ("HOA").

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within Bradford Park.

1. There shall be a maximum of 28 SF-10 residential lots and a maximum of 128 SF-5 residential lots.

2. SF-10 residential lots shall be located in the area abutting Wildwood Estates and Pecan Meadows as designated on Exhibit "C."

3. SF-5 residential lots shall be located as designated on Exhibit "C."

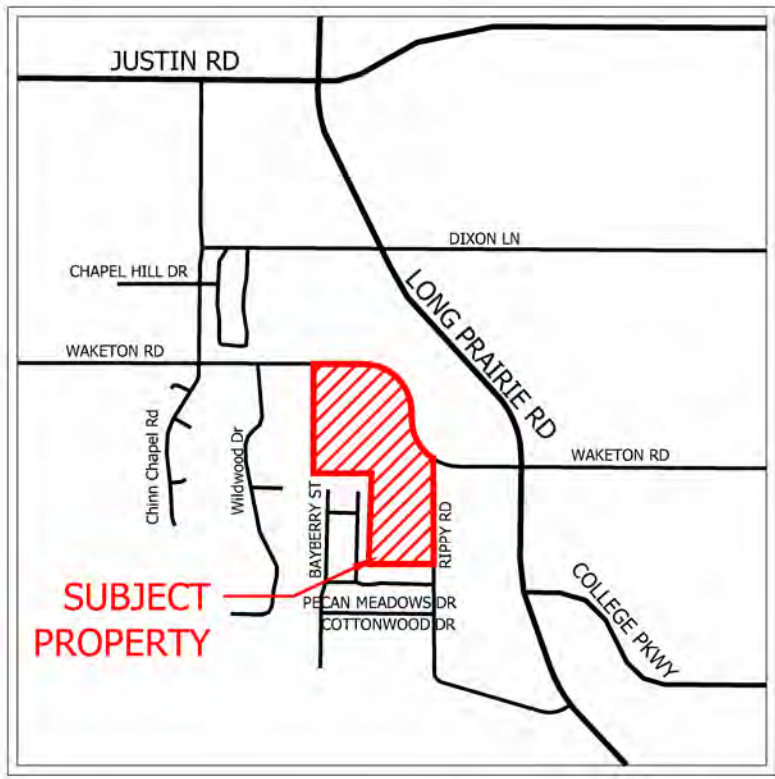
D. SUPPLEMENTAL STANDARDS

1. Required fencing where a residential lot abuts an open space area shall be installed in conformance with Exhibit "D."
2. The minimum amount of open space for Bradford Park shall be twenty-four percent (24%) of the gross land area.
3. Improvements within open space areas should be provided with sensitivity to integrating in areas where specimen and protected trees exist. Examples of improvements generally can include such improvements as benches, seat walls, fountains, and shaded picnic areas. The development will include a minimum of 3 such areas that will be designated during consideration of the development plan.
4. All landscaping and open space shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.
5. Protected trees in the landscape buffer and/or open space areas indicated on Exhibit "D" that are preserved will be considered trees required for buffering in accordance with 82-241 and 82-242.
6. The development of Bradford Park is subject to the Phasing Plan as shown on Exhibit "C".
7. The first phase of development shall include all of the improvements as depicted on Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.

E. WAIVERS

The following waiver shall be granted with the approval of the Planned Development District:

1. An exception to the Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances requiring a minimum centerline radius of 275 feet for the Local Residential Urban classification, in the locations as shown on Exhibit "C".



- Proposed Use
Land Use Plan
Specific Plans
Urban Design Plan
Parks & Trails
Thoroughfare Plan
- Water Plan
Wastewater Plan
Economic Impact

Lot Type	SF-5 50'x120' (min size)	SF-10 75'x135' (min size)
Garage	Front loaded; 20' min. setback	Front loaded; 20' min. setback
Front Setback	20' min.	20' min.
Side Setback	5' min.	7.5' min.
Rear Setback	20' min.	25' min.
Porch	May encroach on front setback line 8'	May encroach on front setback line 8'
Corner Lots	Setbacks match front yard setback for key lots. 15' min. for non- key lots.	Setbacks match front yard setback for key lots. 15' min. for non- key lots.
Fences (front yard)	No privacy fence closer to setback line than the front wall of the home.	No privacy fence closer to setback line than the front wall of the home.
Min. Dwelling Unit Size	2,000 s.f	2,400 s.f
Max. Lot Coverage	55%	55%
Max. Building Height	2 stories or 35'	2 stories or 35'

Engineer / Surveyor:

J. Volk Consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972-201-3100
Contact: Jay Volk

Applicant:



CalAtlantic Homes of Texas, Inc.
2600 Network Blvd., Suite 600
Frisco, TX 75034
469-731-3126

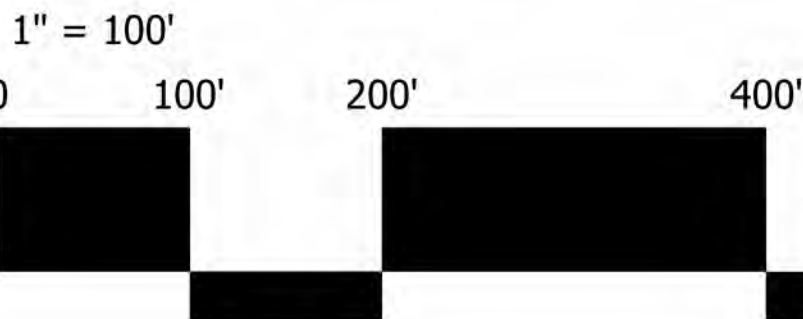
Planner:



SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture

1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626

12 AUG 16



Master Plan Features
PD for Medium & High Density Single Family Residential
Long Prairie District
SPA 5
Long Prairie District
There is a trail along the north line of Waketon & east line of Rippy.
Waketon Rd. - Urban Collector 60' R.O.W.
Rippy Rd. - Urban Collector 60' R.O.W.
16" line on east side of Waketon Rd.
12" line along Waketon R.O.W.
N/A

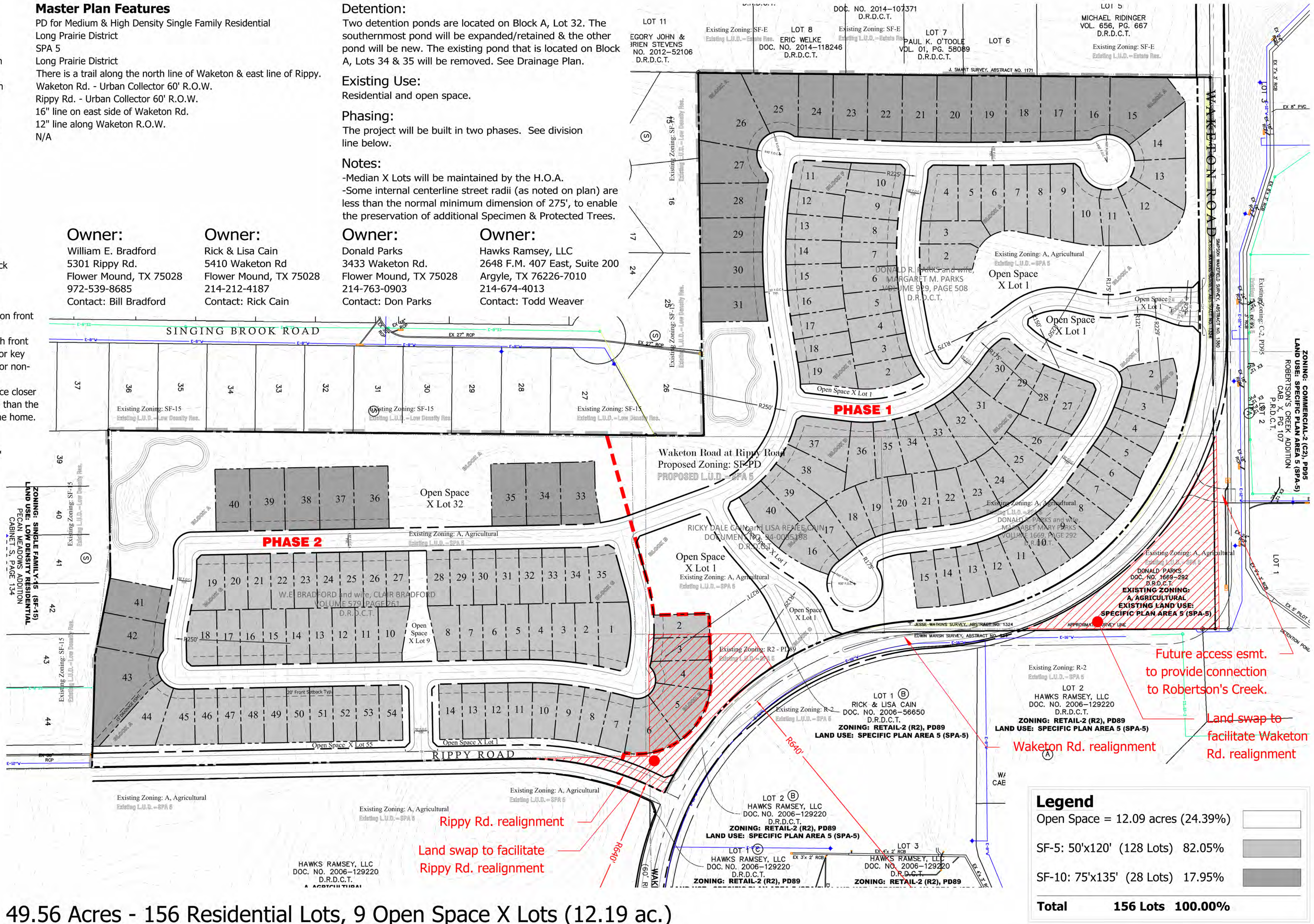
Detention:
Two detention ponds are located on Block A, Lot 32. The southernmost pond will be expanded/retained & the other pond will be new. The existing pond that is located on Block A, Lots 34 & 35 will be removed. See Drainage Plan.

Existing Use:
Residential and open space.

Phasing:
The project will be built in two phases. See division line below.

Notes:
-Median X Lots will be maintained by the H.O.A.
-Some internal centerline street radii (as noted on plan) are less than the normal minimum dimension of 275', to enable the preservation of additional Specimen & Protected Trees.

Owner: William E. Bradford 5301 Rippy Rd. Flower Mound, TX 75028 972-539-8685 Contact: Bill Bradford	Owner: Rick & Lisa Cain 5410 Waketon Rd Flower Mound, TX 75028 214-212-4187 Contact: Rick Cain	Owner: Donald Parks 3433 Waketon Rd. Flower Mound, TX 75028 214-763-0903 Contact: Don Parks	Owner: Hawks Ramsey, LLC 2648 F.M. 407 East, Suite 200 Argyle, TX 76226-7010 214-674-4013 Contact: Todd Weaver
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49.56 Acres - 156 Residential Lots, 9 Open Space X Lots (12.19 ac.)

Conceptual Site Plan

Bradford Park

Landscape Requirement Compliance Town of Flower Mound

STREET BUFFER LANDSCAPING

	Required Buffer Width	Provided Width
Rippy Road	15'	15'
Waketon Road	15'	25' min.

STREET BUFFER TREES

Standard	Street Frontage (linear feet)	Required	Provided
1 per 30 l.f.	Rippy Road = 1,205 l.f.	41 trees (3" cal.)	18 x 3 = 54 new ornamental trees instead of large trees due to overhead utilities.
1 per 30 l.f.	Waketon Road = 1,980 l.f.	66 trees (3" cal.)	34 new trees from the Flower Mound <i>Large Tree List</i> .
		107 trees required	
		-55 existing trees from the Flower Mound <i>Large Tree List</i> exist in the identified landscape buffer	
		52 trees required	

Legend

6' Decorative Metal Fence

6' Masonry Wall

6' Masonry Wall or 6' Decorative Metal or Combination

Decorative Metal Fence with optional 2' Masonry Base. 6' Maximum Height.

Retain Existing Fence, or Replace or install 6' Wood Fence

NOTE:
The credit received for existing trees within the landscape buffer is subject to change depending on the most recent revised tree survey.

Owner:

William E. Bradford
5301 Rippy Rd.
Flower Mound, TX 75028
972-539-8685
Contact: Bill Bradford

Owner:

Hawks Ramsey, LLC
2648 F.M. 407 East, Suite 200
Argyle, TX 76226-7010
214-674-4013
Contact: Todd Weaver

Owner:

Rick & Lisa Cain
5410 Waketon Rd
Flower Mound, TX 75028
214-212-4187
Contact: Rick Cain

Engineer / Surveyor:

J. Volk Consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972-201-3100
Contact: Jay Volk

Owner:

Donald Parks
3433 Waketon Rd.
Flower Mound, TX 75028
214-763-0903
Contact: Don Parks

Applicant:



CalAtlantic Homes of Texas, Inc.
2600 Network Blvd., Suite 600
Frisco, TX 75034
469-731-3126

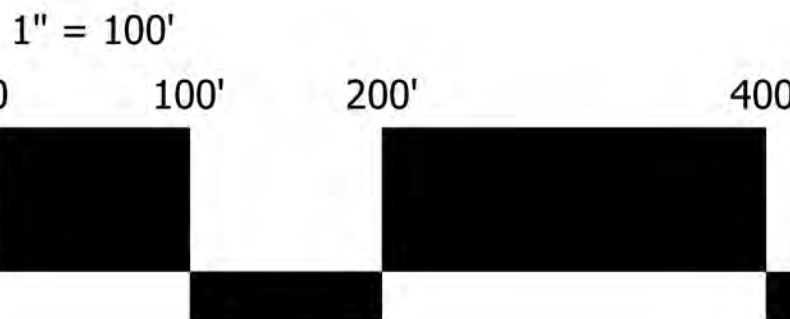
Planner:



SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture

1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626

12 AUG 16



49.56 Acres - 156 Residential Lots, 9 Open Space X Lots (12.19 ac.)

Conceptual Landscape Plan



Legend

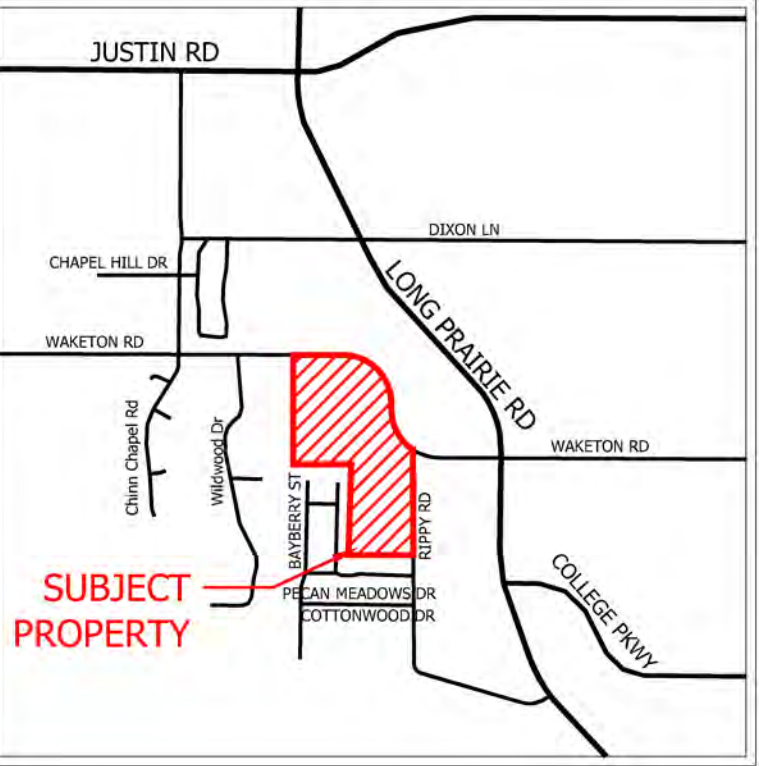
Specimen Tree to Remain

Non Specimen Tree to Remain

Proposed Tree (any large tree from the Flower Mound *Approved tree planting list*)

Proposed Tree (any tree from the Flower Mound *Approved overhead utility easement tree planting list*)

Waketon Road & Rippy Road Landscape Buffer



Bradford Park

Flower Mound, Denton County, Texas

From: Edgar Wynne
Sent: Thursday, August 18, 2016 1:08 PM
To: planning
Subject: bradford parks

Dear Planning , I for one want to say NO to Calatlantic homes Bradford parks sub-division.
We don't need this High density **7.26 houses per acre**.

We don't need to be adding 156 homes with at least 2 drivers per household means **312 more cars on Waketon**.
When there's already heavy traffic, and then commuters trying to access 2499 south will use Rippy. then of course there is the problem of speeding down Rippy already.

I do believe we were told when Highland Courts was approved that it would not lead to more High density ,

I understand the land owners wanting to get the most money out of their land
but we have to be concerned with what kind of impact this will have on the surrounding neighbors and the traffic

Thank you,
Eddie Wynne

From: Raleigh
Sent: Friday, August 19, 2016 12:39 PM
To: planning
Subject: Bradford Parks

Dear P&Z,

I am concerned about the proposed Bradford Parks plan. Although I do not oppose growth, I believe the current proposal of such densely located houses and the increased traffic on Waketon will devalue not only the properties in the area, but the entire quality of life we now enjoy. More and more, you are allowing Flower Mound to lose its unique, inviting atmosphere that has attracted so many people here. We're looking more like Plano every month - and that's not a compliment. Please decrease density levels in Bradford Parks.

Thank you,
Raleigh Campbell
3300 Cottonwood Drive

From: Jay Burger

Date: August 19, 2016 at 10:31:30 PM CDT

To: "chuck.russell@flower-mound.com" <chuck.russell@flower-mound.com>, "matthew.hotelling@flower-mound.com" <matthew.hotelling@flower-mound.com>, "Planning@flower-mound.com" <Planning@flower-mound.com>

Subject: Bradford Parks Development

Reply-To: Jay Burger

Dear Sirs,

I am writing to voice my concerns/objections to the Bradford Parks development as it is currently planned.

As a long-term resident of Flower Mound I have seen a lot of change both good and bad.

Recent changes in the towns activities, both P&Z and Town Council, are very concerning.

This town has made itself into a desirable place to live entirely by controlling growth, and fostering an atmosphere of a rural lifestyle close to the city.

This is NOT what has been happening recently. Highland Court and Lakeside being prime examples of an effort to create the new fad urban lifestyle. This lifestyle requires home/work/play to be within walking distance. This town is just not built for that. Flower Mound has been a bedroom community with lots of privacy. That fact has made it one of the most desirable places to live in the metroplex.

The residents surrounding the property in question are not opposed to development. However, we would like to see the town honor the Master Plan. Many of us made our home purchase counting on that plan to be upheld by the town. The Master Plan does not allow for this high density development in a set-back property in such close proximity to medium density developments.

I understand the builder and the property owners want to maximize their profits, and this is where you all come into play. Protecting the desires of the community who will have to suffer the

loss of beautiful trees, unmanagable traffic problems, loss of privacy, and lower property values.

You were elected to be our voice and protect our rights. Not sell out to the highest bidder.

We are already seeing similar homes that were built in the River Walk and not selling, but sitting empty for almost a year.

Please do not allow a development of this type in this area. The community would have no problem with a medium density development--just not this high density plan.

Thank you for your attention,

Edwin Burger

5109 Singing Brook
Flower Mound, Tx 75028

From: teresa donner
Sent: Friday, August 19, 2016 3:27 PM
To: planning
Cc: [REDACTED]; Sudheesh Thampi
Subject: proposed Bradford Parks plan

Planning Committee,

As a resident of Pecan Meadows, we strongly oppose CalAtlantic's high density development plan.

We specifically purchased our home here 16 years ago because of the privacy -- our back yard backs into the green space (currently home to a few cows). This privacy is valuable both in dollars and in regards to peaceful living. The high density development will take this away from us and our neighbors. This will decrease our home value and greatly decrease our living enjoyment.

Another aspect of the development property is all of the trees. These trees keep out the traffic noise, gives protection from the glaring summer sun and absorbs carbon dioxide -- all great benefits to our personal health. We have already lost so many trees from the development behind the 2499 businesses, which has allowed traffic noise in our back yard -- which we have not had in the past 16 years! It is horrible -- our peaceful oasis (which is much needed in today's stressful life) has already been compromised, to say the least.

Our peaceful backyard is being intruded upon by those seeking financial gain and not considering the overall picture for those who already live here. This financial gain is at our expense, the very people who live and work and contribute to this town.

We are planning to attend the P&Z meeting scheduled on 8/22, but wanted to let you know how this development will negatively impact our lives and greatly disturb our happiness and enjoyment of this home.

Sudheesh & Teresa Thampi
5204 Singing Brook Rd, Flower Mound

To Planning and Zoning Commissioners and Town Councilmembers,

I am writing you today to register my opposition to the master plan amendment for the proposed Bradford Park development along Rippy and Waketon Roads. Less than 2 years ago an application for a MPA for another development, Highland Court was filed with the town. Originally proposed with apartments, it was approved in May 2015 with a mix of high (6500 sq ft minimum lots) and medium density. The mix was about 2/3 high density and 1/3 medium density. That property was master planned as a mix of LOW density residential towards the eastern edge of Rippy Road and garden office commercial for the area close to 2499. During the approval process, there was widespread concern among the neighborhood including myself that that property would be the first domino to fall and the tracts to the north and northwest of Highland Court would also be proposed as high density. At the time of approval, a then current councilmember tried to alleviate our concerns when he stated that the reason that high density was approved was because of the tract's proximity to 2499 and that would be different for the west side of Rippy Road.

Much to my relief, I was contacted in the summer of 2015 by a local realtor requesting a meeting with Pecan Meadows residents to view a proposed medium density development for the Bradford, Cain and Parks property along Waketon and Rippy Roads. The development would be 106 homes on the roughly 50 acres. Special care had been taken by the developer to propose a development that would complement Pecan Meadows homes. The developer saved a majority of specimen trees. I have attached that proposed development as an attachment. Based on two meetings with the current residents, virtually all the neighbors approved of and supported the development, even though it required a master plan amendment to medium density. I for one actually thought that the developer was being overly generous with modifications to be accommodating to adjacent residents. Unfortunately, the project was shelved. After receiving this news, I contacted the developer's representative to see if there was any way to save the development. He said that it came down to costs and although it would make money, it didn't meet their company's ROI threshold. He explained that major factors were the cost of the land and the topography which required more than \$1M in grading. Additionally, because the town was requiring side out orientation to Rippy and Waketon rather than homes backing up to those roads, he had significant additional costs in retaining walls and pavement for three access roads onto Rippy Road.

Let's move forward to May 2016. I was contacted by a consultant for CalAtlantic who had just filed to develop the same 50 acres but this time with 156 homes, 128 (82%) of them being 6,000 sq ft lots with homes as small as 1800 square feet. According to the developer, the homes would sell for over \$450,000 to \$500,000. Setbacks were requested to be further reduced from town standards. Maximum lot coverage was requested to be increased all the way to 55%. Gone were the majestic trees along Waketon where it curves-they were to be torn down in favor of 50ft wide x 120ft deep lots to maximize profits. This development is

significantly denser than Highland Court despite it having open space within the development itself. That was something that we were assured would not happen for this parcel. It is also interesting that the town is no longer requiring this development to use side out orientation, thereby saving the developer significant costs but also allowing a tunnel down Rippy and Waketon Roads to be created. You have to wonder that had David Weekly been given this leeway last year, would the development have proceeded because of the increased profitability?

Despite having open space in the development, there is no proposed park for the 156 homes. There are 68 homes in Pecan Meadows and a similar number in Pecan Acres. Highland Court was approved last year for 97 homes. The only park that is available for any of those roughly 400 homes is a small, inadequate ½ acre park on the south side of the creek in Pecan Acres. That is more than a mile away for these homes. That is not even bringing up the lack of a public park for Wildwood, Estancia Estates or the trailer park to the northwest. This development needs to have a park for the area's residents.

Other considerations are the traffic and school impacts. Flower Mound Elementary is already full and that is before the 97 homes for Highland Court are developed. Adding 156 more homes will drive a significant problem for LISD. As for traffic, there was a TIA done but the assumptions in the report are flawed. The TIA analysis was performed on 7/6/2016, a holiday week and when school is not in session. As a backup they used some data from an October 2014 report for Highland Court and made assumptions of 2% annual growth. Supposedly they factored Hawk's Hill into the study as background data for the October 2014 report but that was way before the application for the QT was filed. Traffic volume for a general/garden office mixed use development would be significantly different than a high volume 20 pump gas station with a large convenience store. Additionally the TIA made the assumption that out of the 157 trips generated by the development during peak morning traffic, 40 would go southbound on Rippy Road which ends at 2499. The TIA showed that Rippy and 2499 is already a "F" either direction with an average wait time exceeding 73 seconds. The TIA projected that the new delay would be 100+ seconds with the additional traffic. Do you really think that given the 100+ second wait, drivers are going to go south on Rippy or are they more likely to go north on Rippy to Waketon and further add to the traffic at Waketon? Those additional 40 trips would cause Waketon LOS to move from "C" to a "D", thereby failing SMARTGrowth.

So do I hate everything about the development? No, there are aspects that I like and appreciate. Unfortunately the development is just too dense for this parcel and will be in sharp contrast to Pecan Meadows. For those of you that may be unaware, Pecan Meadows homes are between 2700 and 5000+ sq ft and sit on a minimum of 20k square foot lots. Some corner cul-de-sac lots are 35K+ sq ft lots. The proposed homes at a 1800 sq ft minimum will be between 2/3 and 1/3 of the homes in Pecan Meadows. Lots will be 70% smaller than the typical Pecan Meadows lots and as much as 86% smaller than some. That is not consistent.

The lack of consistent housing will negatively impact Pecan Meadows housing values. Neighbors have spoken to property appraisers that have told them that we could see a 10-15% impact to our homes. That may translate into \$50,000-60,000 for some current Pecan Meadows homeowners. I also have difficulty accepting the fact that Cal Atlantic Homes will be able to sell a 1800 sq ft home for \$450,000. Who is going to pay \$250/sq ft for that size home on a 6,000 sq ft lot. I believe that the actual selling prices will be significantly lower, further depressing values of existing Pecan Meadows homes.

Earlier this year during a Town Council Candidate Forum I was asked if I would support master plan amendments within Flower Mound. I responded yes, explaining that it was on the condition that the proposed developments brought something that was needed by the town and the benefits outweighed the impacts. I still hold the belief that master plan amendments should not be easy to receive and that the development should bring something unique that is needed by residents and/or businesses in the town. Is Bradford Park unique? No. It is basically a similar development to Highland Court which is located a quarter mile away down Rippy Road. The homes sound like they will be similar to already approved parcels in Riverwalk. BTW, half of the completed Riverwalk homes along Morriss remain vacant and unsold. To the north of this property, we have The Legends (restricted to 55+ residents but some of the same target market) is experiencing slow sales after nearly two years in the market. Earlier this year 400+ smaller townhouse and garden homes were approved for Southgate. We have one chance with this property. If the master plan amendment is approved as it is proposed, we cannot turn back. You can't force the water back up into the faucet. I am fearful that the flood of similar homes and developments will cause one of more of them to be unsuccessful, causing an ugly situation with half finished subdivisions and builders pulling out of active developments. This developments is just too dense and similar to other offerings in the town. We need it to be larger lots to have more of a transition from Pecan Meadows and provide for a medium density offering. Driving around town, it seems that medium density homes are selling as I am seeing houses under construction and current medium density developments being completed.

Reject this master plan amendment and have the developer redo it into medium density.

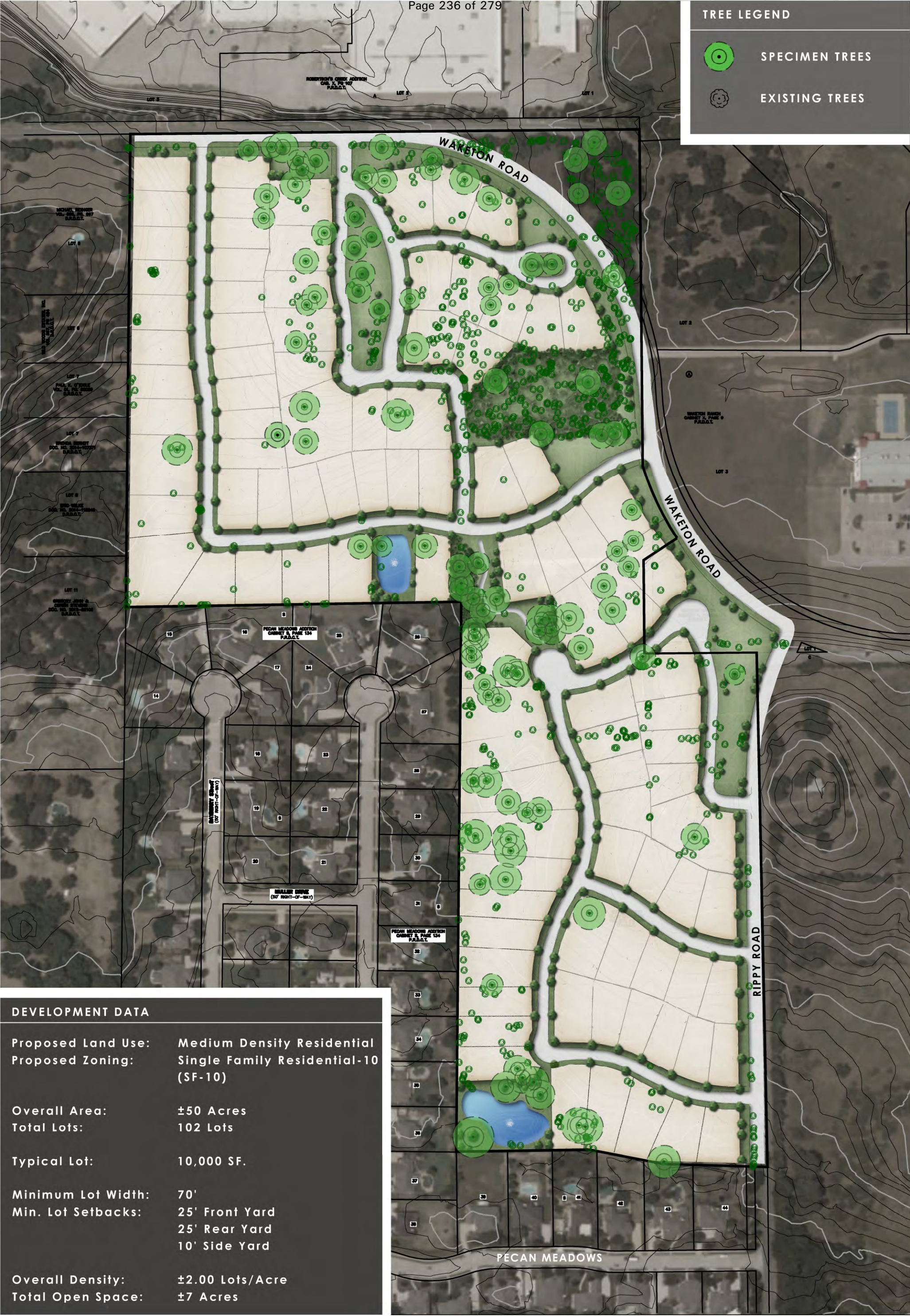
Jim Engel

5110 Bayberry St

Flower Mound, TX 75028

TREE LEGEND

-  SPECIMEN TREES
-  EXISTING TREES



DEVELOPMENT DATA

Proposed Land Use:	Medium Density Residential
Proposed Zoning:	Single Family Residential-10 (SF-10)
Overall Area:	±50 Acres
Total Lots:	102 Lots
Typical Lot:	10,000 SF.
Minimum Lot Width:	70'
Min. Lot Setbacks:	25' Front Yard 25' Rear Yard 10' Side Yard
Overall Density:	±2.00 Lots/Acre
Total Open Space:	±7 Acres



BRADFORD PARKS
FLOWER MOUND, TEXAS

14040 | 2015-08-26



From: Missy Grant
Sent: Friday, August 19, 2016 2:43 PM
To: planning
Subject: Concerns with proposed Bradfor Parks development

Good afternoon, commissioners.

This note is to state my concerns regarding the Bradford Park development. My biggest concerns are the density and exceptions proposed and the negative impact on current homeowners.

Density

The square footage of these lots, while ranging up to include medium density are, in fact, primarily high density lots - many even smaller than the smallest lots in Highland Court. As you may remember, lot size was a primary point of concern with the Highland Court development. Those concerns over lot size and density are still valid and should still be honored today, especially since the Bradford Park development does not back up to any commercial property, as Highland Court does. The argument for fading density from medium to high as the property develops eastward is irrelevant without that commercial piece.

All the "large" lots are at the back of the property, so the actual spacing of the homes on those remaining lots are not at all congruent or complementary to the homes currently in Pecan Meadows. The developer will argue that the large amounts of green space makes the development look like it's quite spacious. That argument falls short once homes are put on the lots, especially if the requested exceptions are granted.

Exceptions

Granting exceptions to the front and side setbacks, as well as lot coverage, further erode the spaciousness that would be congruent with Pecan Meadows and Wildwood.

The smallest lot with the largest possible house works in developments that have adjoining neighborhoods with similar intentions.

If Flower Mound is to be intentional about its developments, we need to hold builders and developers to the standards that are in place rather than changing the standards just because someone wants to develop.

We are happy to welcome new additions to the Bradford property, and we look forward to housing that reflects the density and spaciousness of the neighborhoods along Rippy as designed and in place today.

Thank you for your consideration. Please include this in the record for Monday's meeting.

Kind regards,

Melissa Grant
3303 Sycamore Dr.
Flower Mound, TX 75028

From: JIM and JULIE GREENE

Sent: Sunday, August 21, 2016 11:22 AM

To: planning

Subject: Bradford Parks Plan

We have read through the proposed Bradford Parks development plan and we do **NOT** approve of the high density 6,000 square foot lots. Our preference would be for CalAtlantic to go back to the drawing board and propose more medium density and low density lots to be consistent with our Pecan Meadows neighborhood. These lots are proposed to be adjacent to our current neighborhood which are low density lots.

We are very concerned regarding the increased traffic along Rippy Road, FM 2499, and Waketon Road. Traffic along these roads have already seen an increase in traffic over the last several years and will see more of an increase once the 97 houses to the east of Rippy Road and west of FM2499 are built out.

We are also worried what the affect will be on our future property values. We love our large 1/2 acre lot which affords privacy and was a major reason we chose to live in this area.

Regards,

Jim & Julie Greene
3209 Pecan Meadows Drive
Flower Mound

From: Irene Hanson
Sent: Saturday, August 20, 2016 3:17 PM
To: planning
Subject: Bradford Parks Plan

When the master plan for Flower Mound was being developed, I wondered if would make any difference in the long run. Apparently spending money on creation of the master plan was just a method to create jobs and spend money. Since then, has there ever been an occasion that the plan was followed?

The area planned for Bradford Parks was originally specified as low density single home properties. Why must this be changed? Why do so many beautiful old trees have to be cut down to crowd in high density homes? Shouldn't you be considering the citizens of Flower Mound that live right here? What is your mission of the Planning & Zoning?

I live on Wildwood Drive, and I want you to keep the plan in place for **low-density single dwelling lots**.

Sincerely,

Irene Hanson

-----Original Message-----

From: Mariann Lopez

Sent: Monday, August 22, 2016 7:58 AM

To: planning

Subject: Density proposal off rippy road

The density plan off rippy road is NOT favorable for our neighborhood. Traffic is already terrible, the taking of the trees should be saved to keep flower mound beautiful, high density homes does not bring in correct clientele to keep flower mound the number one place to live, shop and be fit. School system are so very tight as it is. Keep flower mound beautiful and control growth and save nature.

Mariann and Michael Lopez

3400 sycamore drive

Flower mound Texas

Resident of 3 flower mound home locations since 1993

Sent from my iPhone

From: Jake Murphy
Sent: Friday, August 19, 2016 5:43 PM
To: planning
Subject: Against Bradford Parks Plan

Planning & Zoning,

My name is Jake Murphy and I am the homeowner of the residence at 3305 Cottonwood Drive. I want to inform the committee of my stance regarding the proposed Bradford Parks plan which is that I am against it. I do not want this put in so close to my neighborhood or home because of the increased traffic and privacy implications.

Sincerely, Jake Murphy

From: Judynez
Sent: Sunday, August 21, 2016 4:00 PM
To: planning
Subject: Bradford Parks

Go Green Flower Mound and stop the Madness! Why don't we stop cutting down all the trees and Go Green Flower Mound. If you look under About Flower Mound on the town website, you find this statement. It seems to be a lie. All we do is cut down tree after tree to build high-density houses. Why doesn't the building take place in fields without trees?
There are plenty of those in Flower Mound. Go west and get away from FM-2499. Please, stop the tree-cutting.

-----Original Message-----

From: Tammy O'Hearn

Sent: Monday, August 22, 2016 8:28 AM

To: planning

Cc: Greg O'Hearn

Subject: Zoning change

Dear committee members,

My name is Tammy O'Hearn and my husband Greg and I have lived in Flower Mound with our two daughters for 22 years; the last 16 of which we have resided in Pecan Meadows. We have seen a lot of growth in our town during this time, which for the most part has been a welcome change for us and our fellow citizens. I am writing this today in opposition to the proposed zoning change to high-density in the planned development known as Bradford Parks.

As you know, this development will be directly adjacent to ours and therefore whatever is built there will affect not only our home values but will create more traffic in an area that is already an issue for residents during the morning and evening hours. Residents from other neighborhoods also use Rippy as an alternative route to the light at Waketon and 2499, which gets very congested during those times, and it is creating more of a problem for those of us who live here.

When we moved here and chose this area for it's peaceful, rural atmosphere, we were fully aware that the land surrounding us would likely be developed at some point. We have always been mostly pro-growth, as long as the changes that are made improve the quality of life for us and our fellow residents without sacrificing the welcoming feel that brought us to this town and specifically our neighborhood many years ago. With high-density lots that have been built at the Riverwalk and have sat on the market for months now, along with the development that is currently underway along Rippy that includes high-density lots, there simply needs to be more efforts taken towards maintaining balance with the growth in this and similarly condensed properties in our town. Too much development too soon will likely result in reduced home prices that will devalue our properties in the near future if this is passed. We have spent years working hard and improving our homes and our yards not only because we love our homes and wish to stay here, but also as an investment in our future and those of our children.

Allowing a high-density development to be built on this land would not, in our opinions be in the best interests of the current residents and therefore we ask that you respect our concerns and those of our neighbors and do not allow the zoning request to pass. Our hope is that you the committee along with the town council will promote growth that is both responsible and sensible, while making every effort to protect and maintain the integrity of the community we love.

Thanks for your time and consideration.

Sincerely,
Tammy O'Hearn
5304 Bayberry Street

Sent from my iPhone

-----Original Message-----

From: Shirley Spradlin

Sent: Monday, August 22, 2016 6:11 AM

To: planning

Subject: Opposition to Bradford Parks Plan

I am writing to express my opposition to the density change associated with the Bradford Parks plan. I live at Wildwood Estates and do not consider the high density areas proposed to be good for our neighborhood.

Please consider voting against this plan.

Shirley Spradlin
5321 Wildwood Drive
Flower Mound

From: Harry Stearns

Sent: Monday, August 22, 2016 12:13 AM

To: planning

Subject: Zoning change and tree removal requests on Rippy Road

I am against the current density changes requested by the developer for the property along rippy road. The maximum density I would support would mirror the density that currently exists at pecan medows. Pecan Medows abuts the proposed development on two side of it.

I am also against the removal of trees on this property. Just drive by the other development on rippy rd and see what a baren waste land the developer turned it into when they were approved to remove all but a few trees (in the park area).

Regards,

Harry and Sandy Stearns
3311 Sycamore Dr.
Flowermound, TX. 75028

Sent from AOL Mobile Mail

From: Michelle Ward1

Sent: Thursday, August 18, 2016 5:29 PM

To: Richard Brown

Subject: Master Plan Ammendment -Zoned Planned Development (MPA16-0004 & ZPD16- 0006) - Bradford Park, PD148

Richard,

My husband and I were disappointed to receive a letter on July 30th stating that a change to the Master Plan was requested and that a meeting being held 8 days later; this is not enough time to do anything. We bought our house in Flower Mound and specifically at 3200 Pecan Meadows Dr because of the Master Plan zoning of Low Density; also due to the quiet and beautiful trees that line Rippy Road on both sides.

Over the last 6 months; they have cleared the South half east of Rippy Road and now it is congested and 2499 can be seen from my front yard; this is not only shocking; but has brought our house value down as well. The proposed builder came in and basically lied to us stating it was not high Density; but yet it is. They also have a street coming out to Rippy right by our street Pecan Meadows; that makes no sense. The Traffic is already a nightmare over on Rippy road as people are using it as a thorough fair to avoid the backed up traffic that backs up on Waketon as all the High School kids are going Waketon through 2499 to get to Marcus High school. The Original Master plan should not be changed and our neighborhood is beautiful Low Density and should not change. We are VERY much against this change; there is already medium density east of Rippy road. We also have a huge concern with putting a neighborhood along Waketon; which needs a major adjustment and gets very backup up due to school traffic; going both ways; people going to Downing Middle School and people coming the other way to go to Marcus High School; also many people enter into the shopping area by JC Penney; off of Waketon. It is already dangerous now; with the multiple curves on Waketon Road. Please do the traffic study in the Fall when school is in session; a Summer Traffic study is not relevant.

Flower Mound is well known for being a beautiful place to live; we invested a huge amount of money in our home and this area as it is quiet and beautiful; some of that has been taken away; please do not let this happen again...Thanks..

Brian & Michelle Ward
3200 Pecan Meadows Dr.
Flowe Mound, TX 75028

From: Todd Weaver

Date: August 20, 2016 at 12:35:46 PM CDT

To: Chuck Russell <chuck.russell@flower-mound.com>

Subject: **Bradford Park**

Planning and Zoning Commissioners and Town Council Members,

I have known Bradford's, the parks, and the canes for most of my life. I can't think of a better use for this land in the development plan that I have seen. Therefore I am in support of the proposed Bradford Park development. It is well designed and creates the needed transitions from the existing residential and retail in the area. Most importantly, it respects the rights of the three property owners.

Todd Weaver

Weaver Commercial Real Estate, Ltd.

3505 Yucca Drive, Suite 100

Flower Mound, Texas 75028

From: ej.burger
Sent: Sunday, August 28, 2016 8:29 AM
To: Town Council
Subject: Bradford Park Development

Dear Sirs,

I am writing to voice my concerns/objections to the Bradford Parks development as it is currently planned.

As a long-term resident of Flower Mound(30 yrs) I have seen a lot of change both good and bad.

Recent changes in the towns activities, both P&Z and Town Council, are very concerning. This town has made itself into a desirable place to live entirely by controlling growth, and fostering an atmosphere of a rural lifestyle close to the city.

This is NOT what has been happening recently. Highland Court and Lakeside being prime examples of an effort to create the new fad urban lifestyle. This lifestyle requires home/work/play to be within walking distance. This town is just not built for that. Flower Mound has been a bedroom community with lots of privacy. That fact has made it one of the most desirable places to live in the metroplex.

The residents surrounding the property in question are not opposed to development. However, we would like to see the town honor the Master Plan. Many of us made our home purchase decisions counting on that plan to be upheld by the town. The Master Plan does not allow for this high density development especially in a set-back property in such close proximity to medium/low density developments.

I understand the builder and the property owners want to maximize their profits, and this is where you all come into play. Protecting the desires of the community who will have to suffer the loss of beautiful trees, unmanagable traffic problems, loss of privacy, and lower property values. You were elected to be our voice and protect our rights. Not sell out to the highest bidder. We are already seeing similar homes that were built in the River Walk and not selling, but sitting empty for almost a year.

Please do not allow a development of this type in this area. The community would have no problem with a medium density development--just not this high density plan.

Thank you for your attention,

Edwin Burger

5109 Singing Brook
Flower Mound, Tx 75028

From: Harry R. Friedman
Sent: Monday, August 22, 2016 4:36 PM
To: planning
Subject: Bradford Parks

P&Z Committee:

Hopefully this note reaches you prior to your meeting on Monday evening, August 22.

I am a resident of Pecan Meadows just off of Rippy Road. I understand that there are plans to develop the property along Waketon and Rippy into a development with 128 High Density (6,000 sq ft) lots as well some number of medium density lots as well.

I am completely opposed to this type of development being brought to Flower Mound in general and to this neighborhood specifically.

I am not opposed to growth in Flower Mound. On the contrary, I am pro growth and all for more people and businesses to add to the tax base which supports our great services and the fine staff that serve the people of the town.

The impact of this type of development, however, on the traffic, the existing home values, and the general well being of this area of Flower Mound is not desired by the current residents and voting, tax paying citizens that live here now, and that have a voice that should be heard.

Thank you.

Harry R. Friedman
5020 Bayberry St.
Flower Mound, TX 75028

From: Norma Kline

Sent: Tuesday, August 23, 2016 2:21 PM

To: Mayor - Tom Hayden; planning; Place1 - Jason Webb; Place2 - Bryan Webb; Place3 - Kevin Bryant; Place4 - Don McDaniel; Place5 - Itamar Gelbman

Subject: Bradford Parks - September 6, 2016 Town Council Meeting

Dear Town Council-

When I moved my family from east Texas in 1998, the first home we purchased was in Timberview Estates West. Within a year we built a pool. Not long after an apartment complex was built. Within another year we moved out because of the creepy neighbor behind us always sitting in his upstairs den. My next door neighbor was overly friendly and I came home from work one day with a child chalking my driveway. The other next door neighbor had a dog that constantly barked. I went through the appropriate channels as talking to them, and finally reporting it numerous times to the Town of Flower Mound. She finally had the dogs voice box removed so it couldn't bark! And the apartments were built.

No privacy. The homes in that subdivision are high density. We could barely park our cars on the driveway because the front lot setbacks are so short. That meant everyone typically had one car in the garage and another parked on the street. It was just too cramped. People all along the neighborhood parked like this. Without the city making it so, most neighbors finally just used the roads like one way, one car roads, because you couldn't drive two on the roads at the same time.

I have been a Flower Mound resident since 1998, and have lived in the Pecan Meadows subdivision since 1999. I reside at 5104 Singing Brook Road. My home is near the Cal Pacific site plan's southwest corner adjacent to the southern pond. While my home does not back up directly to the Bradford property, we are diagonal to the corner. We have viewed numerous wildlife in the tree including twin red tailed hawks this spring, a squirrel family that daily terrorizes my dog, many possums through the years, cottontail rabbits and a hoot owl every Fall. Each spring and summer the cows bring their calves down to the southern pond for shade and for watering. We've even had several years of howling coyotes yipping at the moon.

My family certainly appreciates every opportunity to conserve the wildlife and the trees with casual recreation along the Pecan Meadows homes. Last year, when Highland Court worked through numerous meetings with our neighborhood and listed to feedback following their initial site plan offering, we believe that the Town Council acted professional and appropriately with sending them back to revise the site plan that was finally approved.

From the P & Z meeting on Bradford Parks on August 22nd, I wanted to clarify concerns regarding the Cal Pacific plan and followup comments that were made by both the builder representative and my neighborhood concerns. I trust that you will have the same concerns with this initial site plan.

1. I am against the recent proposal that holds a heavy high density along Rippy Road, not only backing up along the road, but also the inner lots. I believe that this tight of a plan would cause the same disappointed buyer that I had during my first year in Flower Mound. Absolutely no privacy. The roads are too narrow because there are too many homes packed into the site plan.

- Why can't the developer put all entrances and exits onto Waketon Road. The plan appears to have a potential for wrecks all along the Waketon Road. An entrance in a curve? Doesn't Tour 18 have one entrance?

- High Density is not consistent with Pecan Meadows and the Cal Pacific transition does not match the other neighborhoods or home owners along Rippy Road.
- Medium Density behind Wildwood Estates is a large jump in density from estate to medium and high density
- I also heard in the zoning a break in the road is a natural transition. One of the town engineer confirmed that to the zoning committee and the meeting participants.
 - Why can't the Cal Atlantic Plan compromise and bring a plan that has low or even medium density along Rippy as well.
 - The high density should be on the northern portion of the plan, but not along the Wildwood Estates

2. Cal Pacific said they would build a wooden fence that neighbors typically share the expenses for. And gave it a rise of 6 foot board on board. They didn't mention what specific type wood in their presentation. The whole argument of losing the natural setting and wildlife would be taken away from the neighbors currently living along Pecan Meadows. **This fence border should be iron. The fencing along Rippy Road should be stone to match or coordinate with the fencing being provided at Highland Court, if not the same.**

3. Traffic onto Rippy Rd will already increase due to the increased density from the Highland Court development. This road is an asphalt road. According to the town engineer it is not slated for concrete, drainage and curbing on the current improvement list. It doesn't even get mowed regularly. Adding higher density to Bradford Park will make this even worse, and the heavy construction trucks and haulers have already damaged the drainage, the roads on the southern end of Rippy and created flooding during their initial land grading. I understand that growing pains are expected. And I look forward to sound community decisions are made and decided on for this wonderful area of Flower Mound.

4. Cutting down a large number of specimen trees due to the density of home on small lots just doesn't make sense. They are not Post Oaks and can be built around. Cal Pacific has created a unique clustering plan, but it's current design is just wrong for this portion of town. And it is the wrong place for just a small piece of property. If I didn't know better I would think the setbacks and side distances are townhouse designs. I do not believe that Clustering is the best design for the property where they have high density lots.

5. The same type of road issues can be seen on Waketon Road as well, just west of 2499.

6. Cal Pacific has property being developed in Southlake that butts right up to commercial buildings that are low and medium density. They should revisit their plan for Bradford Park to meet the above concerns.

Please watch the Planning and Zoning Comments and votes, and the P & Z board questions to the Cal Pacific Representative from August 22, 2016. The only people speaking in favor of the plan were the current landowners, and the commercial developer's spokesperson for Ramsey.

Norma Kline
5104 Singing Brook Road
Flower Mound, Texas 75028

From: Lori Kline
Sent: Saturday, August 27, 2016 3:40 PM
To: Town Council
Subject: 5304 Singing Brook, Flower Mound 75028

Gentleman and Ladies,

My name is Lori Kline Pearson and I am one of the home owner that will be affected with the Bradford addition. We have lived here from day one (16 years) and with the other addition, the river walk and all office buildings around the traffic has been/will be unbearable and very undesirable. Not to mention our home values with a 85% high density 156 homes directly behind us would bring values down even more. PLEASE VOTE NO TO THE REQUEST SEPT 6TH with that many homes (and % of high density)

Thank you

Lori Kline

From: Patty O'Toole
Sent: Monday, August 22, 2016 3:28 PM
To: Richard Brown
Subject: Master Plan Amendment Bradford Park

Patricia & Paul O'Toole

5560 Wildwood Dr.

Flower Mound, TX 75028

August 22, 2016

RE: Rezoning Waketon and Rippy Road

Dear Zoning Board Commissioners,

Once again I would like to comment on the Zoning of the property on Waketon Road and Rippy. My family moved to Flower Mound in 1994. We picked Flower Mound for the unique country atmosphere. We could have moved to an area in Flower Mound where the houses were close together, but we wanted to spread out and have land to breath, grow plants and enjoy. We like the fact that Flower Mound protects trees and has a master plan in place to keep from over building. Now our neighbors who borders us wants to rezone to high and medium density lots. They will move and we will live with the results.

- One of my concerns is drainage. I am afraid all the water which will not be able to drain in the ground, due to all the cement, and will end up in my back yard.
- Another concern is the traffic that 156 houses would bring to the neighborhood. Even if the S curve on Waketon was fixed there would be too many cars for the 2 lane country road which runs into Double Oak.
- There are old beautiful trees on the property that must be kept alive. Trees help keep our air fresh and helps alleviate the traffic noise.
- Three houses would be in the back of my lot. I value our privacy and peace and the fact our crime rate is so low. Please protect our future and our neighborhood.

Please help us keep the integrity of our country living, save our trees, wildlife and peace and keep the agricultural or very low density zoning. We want to keep Flower Mound an unique living area, not like overly populated areas like Frisco and Plano.

Please vote no on the high and medium density lots on Waketon and Rippy Road.

Thank you for your time and keeping our town unique.

Patrica O'Toole

From: Scott Sprawls
Sent: Tuesday, August 23, 2016 5:28 AM
To: Richard Brown
Subject: Bradfordford Park

Hi Richard -

My wife and I live at 5200 Singing Brook Road and our home backs up to the proposed Bradford Park development.

We oppose the current proposal for two reasons:

1. Putting 150 plus homes onto that size of property will create too much traffic on both Waketon and Rippy road. In the mornings there is already a very big back up at Waketon and 2499, putting that many homes in without making a Waketon a 4 lane road is unsustainable.
2. Building another low density development into Flower Mound does not make sense with all of the high density going in at the RiverWalk development and then the other development with 6500 sq ft lots down the road on Rippy. I believe attempting to build more high density homes will result in unsold and/or partially developed land as the builder will stop building when they see homes aren't moving.

I do think the area would benefit from houses on that plot of land and all parties would benefit by ensuring those lots are medium or low density.

Regards,

Scott & Sara Sprawls

From: Russell Webb
Sent: Monday, August 22, 2016 5:20 PM
To: Richard Brown
Subject: Please vote YES for Bradford Park

Please vote in FAVOR of Bradford Park tonight at the P and Z meeting. It will be a transitional development that our Town needs to have.

Russ Webb, CCIM – Managing Partner
Silver Oak Commercial Realty
2805 Market Loop, Suite 100
Southlake, Texas 76092



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: September 6, 2016

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for twenty-six (26) specimen trees on property proposed for development as Bradford Park. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 2, 2016, meeting).***

BACKGROUND INFORMATION: The Bradford Park development is generally located south and west of the intersection of Rippy Road and Waketon Road. The site is approximately 46.90 acres in size. The site is currently zoned for Agricultural District (A) and Planned Development District No. 89 (PD-89) with Retail District-2 (R-2) uses and is master planned for Low Density Residential and Village Retail. The applicant is requesting to change the land use designation to Medium Density Residential, High Density Residential, and Village Retail within Specific Plan Area 5 (SPA 5), and to rezone the property to Planned Development District No. 148 (PD-148). According to the tree survey for the project, the site contains a total of eighty (80) specimen trees. The applicant is requesting to remove twenty-six (26) of the specimen trees from the site in order to build a residential subdivision. The specimen trees proposed for removal are all in fair to good condition and are located within the proposed buildable area, street R.O.W., or outside the buildable area.

The following specimen trees are being requested for removal:

- Tree #149 (located in the street R.O.W.) – 26" blackjack oak
- Tree #176 (located in the street R.O.W.) – 31" post oak
- Tree #258 (located outside the buildable area) – 26" pecan
- Tree #261 (located in the buildable area) – 30" pecan
- Tree #268 (located in the buildable area) – 25" pecan
- Tree #332 (located in the buildable area) – 25" post oak
- Tree #350 (located in the buildable area) – 27" post oak
- Tree #589 (located in the street R.O.W.) – 29" pecan
- Tree #722 (located in the buildable area) – 22" blackjack oak
- Tree #723 (located in the buildable area) – 25" blackjack oak
- Tree #753 (located in the buildable area) – 23" blackjack oak
- Tree #756 (located in the buildable area) – 19" blackjack oak
- Tree #760 (located in the buildable area) – 35" American elm
- Tree #764 (located in the buildable area) – 30" post oak
- Tree #765 (located in the buildable area) – 26" post oak
- Tree #766 (located in the buildable area) – 28" post oak
- Tree #767 (located in the buildable area) – 30" blackjack oak
- Tree #782 (located in the street R.O.W.) – 25" American elm
- Tree #783 (located in the buildable area) – 28" pecan
- Tree #786 (located in the buildable area) – 30" pecan
- Tree #813 (located in the street R.O.W.) – 25" American elm
- Tree #818 (located in the buildable area) – 23" blackjack oak
- Tree #849 (located in the buildable area) – 21" blackjack oak
- Tree #851 (located in the buildable area) – 29" pecan

- Tree #994 (located in the buildable area) – 35" water oak
- Tree #1158 (located in the buildable area) – 30" post oak

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their sizes, 1,406" of replacement trees, equaling 469 three-inch caliper trees, will be required for the removal of the twenty-six (26) specimen trees on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. Protected tree mitigation / replacement will be determined with the record plat application – once final engineering has been completed for the project.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its August 2, 2016, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of August 24, 2016, staff has received one correspondence in regards to this specimen tree removal permit.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of intent
2. Specimen tree removal permit application
3. Correspondence received
4. Photograph of the specimen tree proposed for removal
5. Project tree survey

RECOMMENDATION: The ECC recommended approval of the requested permit for the removal of twenty-six (26) specimen trees on property proposed for development as Bradford Park. The property is generally located south and west of the intersection of Rippy Road and Waketon Road.



July 28, 2016
SP18-00

Mr. James Hoefert
Environmental Review Analyst
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75022

Dear Mr. Hoefert,

Applications have been submitted on behalf of our client, CalAtlantic Homes, for the proposed residential subdivision, Bradford Park. The applications include MPA 16-0004 and ZPD 16-0006. The subject property is approximately 50.5 acres and is generally located west of Rippey Road and south of Waketon Road.

We have designed the project to enable the preservation of the majority and most significant groupings of the specimen trees, and are utilizing those areas to enhance great project entries off Waketon Road, and provide a buffer to some of the adjacent existing homes to the southwest. Over 24% of the property has been reserved as open space- primarily with the intent to save the significant Specimen Trees.

Of course, not all of the trees can be saved, and although- of the 80 Specimen Trees identified on the property, our plans will save 54 of them- we respectfully request approval to remove the following Specimen Trees as a part of the development improvements we are planning:

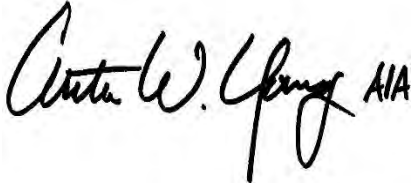
Original Tree Number/New Tree Number	Name	Size	Location	
			Northing	Easting
149	Blackjack Oak	26	7072060.8942	2403900.5038
176	Post Oak	31	7072222.7002	2403612.8080
258	Pecan	26	7073182.2794	2403482.0283
261	Pecan	30	7072281.8089	2403245.4743
268	Pecan	25	7072928.5473	2403538.6528
332	Post Oak	25	7072587.7609	2403576.1181
350	Post Oak	27	7072584.0483	2403661.4262
589	Pecan	29	7071984.0784	2403353.7221
722	Blackjack Oak	22	7073205.4048	2403371.7371
723	Blackjack Oak	25	7073205.0964	2403402.6327
753	Blackjack Oak	23	7072993.2155	2403375.8233
756	Blackjack Oak	19	7072901.2845	2403353.8256
760	American Elm	35	7072786.9635	2403363.7001
764	Post Oak	30	7073141.3344	2403017.1910
765	Post Oak	26	7073091.2577	2403010.2034

766	Post Oak	28	7072905.0003	2403005.5826
767	Blackjack Oak	30	7072581.7843	2403042.8327
782	American Elm	25	7072403.0474	2402860.3140
783	Pecan	28	7072444.7853	2402798.1731
786	Pecan	30	7072547.4688	2402806.8145
813	American Elm	25	7072409.6593	2402862.0164
818	Blackjack Oak	23	7072566.7404	2403109.0741
849	Blackjack Oak	21	7072634.7251	2403347.1382
851	Pecan	29	7072629.1269	2403324.5817
994	Water Oak	35	7071637.4537	2404022.4065
1158	Post Oak	30	7071458.5398	2403775.1239
TOTALS:		26 trees	703	

We are including in this submittal, as requested, the appropriate exhibits, photographs of each of the trees requested for removal (in PDF) and the installed Tree Removal Request signage, and a spreadsheet of all the data requested. This information has been updated to include new on-site tree survey data, for the areas you requested.

If there are any further questions, or you need any additional information, please contact me.

Thanks-
Sage Group, Inc.



Curtis W. Young AIA
Principal

CWY/db

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: Bryan Lyness

Address: 2810 Hollywood Drive
Arlington TX 76013

Phone: 214-649-8467

Applicant's Legal Interest in the Property:

NONE

2. Property Owner(s)

Name(s): RICK CHAIN

Address: 5401 WALKER RD
Flower Mound, TX 75028

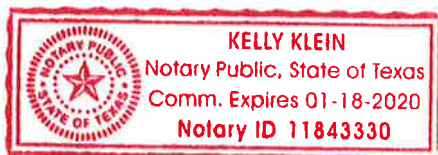
3. Location and Legal Description of Property:

Page 2 of 3.

4. Owner's Authorization of Representation

I, RICK CAN, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Rick Can
Signature of Owner



Given Under My Hand and Seal of Office

This the 19 Day of July, 2016

Kelly Klein
Notary Public

In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Bryan Lyness, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Bryan Lyness
Signature of Applicant

Landscape Architect License No. 2701

State of Licensure TEXAS

Or ISA Certified Arborist No. _____

Given Under My Hand and Seal of Office

This the 18 Day of July, 2016

Marcus Dunn
Notary Public

In and For Flower Mound County, Texas



6. Received by Town of Flower Mound on (Date) 7/15/2016 by (initials) JRH.

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: Bryan Lyness

Address: 2810 Hollywood Drive
Arlington TX 76013

Phone: 214-649-8467

Applicant's Legal Interest in the Property:

NONE

2. Property Owner(s)

Name(s): W.E. Bradford
Address: 5301 Rippy Rd.
Flower Mound, TX 75028

3. Location and Legal Description of Property:

Page 2 of 3.

4. Owner's Authorization of Representation

I, W. E. Bradford, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



W. E. Bradford
Signature of Owner

Given Under My Hand and Seal of Office
This the 19 Day of July, 2016
Terri Kofoed
Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Bryan Lyness, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.



Bryan Lyness
Signature of Applicant

Landscape Architect License No. 2701
State of Licensure TEXAS
Or ISA Certified Arborist No. _____

Given Under My Hand and Seal of Office
This the 18 Day of July, 2016
Marcus Dunn
Notary Public
In and For Tarrant County, Texas

6. Received by Town of Flower Mound on (Date) 7/15/2016 by (initials) JRH.

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: Bryan Lyness

Address: 2810 Hollywood Drive
Arlington TX 76013

Phone: 214 - 649 - 8467

Applicant's Legal Interest in the Property:

NONE

2. Property Owner(s)

Name(s): DONALD & MARGARET PARKS

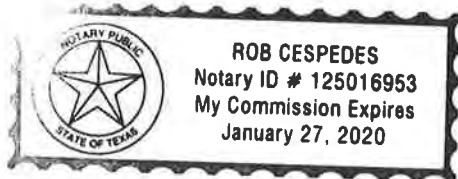
Address: 3433 Waketon Rd.
Flower Mound, TX 75028

3. Location and Legal Description of Property:

4. Owner's Authorization of Representation

I, Donald R. Parks and Margaret Mary Parks, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Donald R. Parks & Margaret Mary Parks
Signature of Owner



Given Under My Hand and Seal of Office

This the 19 Day of July, 2016

[Signature]
Notary Public

In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Bryan Lyness, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 2701

State of Licensure TEXAS

Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office

This the 18 Day of July, 2016

[Signature]
Notary Public

In and For Theriot County, Texas

6. Received by Town of Flower Mound on (Date) 7/15/2016 by (initials) JRH.

From: [REDACTED]
To: [Richard Brown](#); [James Hoefert](#)
Cc: [REDACTED]
Subject: ZPD16-0006 1st Submittal Comments
Date: Tuesday, June 14, 2016 10:07:51 PM

Hi Richard,

Thanks for forwarding the initial Staff comments on this project. I was glad to see that Environmental required a Tree Survey since a number of large canopy trees on their Conceptual Site Plan are not marked as a "Specimen Tree to Remain" on their Conceptual Landscape Site Plan. I conclude from this omission that those trees not marked are planned to be removed. Of particular concern is the specimen tree that looks to be removed from Lot 43. This tree is easily seen from Rippy Road. It is on our home's property line and part of its large canopy hangs over our yard. See photos below - note that our property line goes to the barbed wire fence beyond the iron fence.



Please keep up apprised of any submissions to ECC for the removal of specimen trees for this project. And also advise if there is any reason why the Town would require this particular tree be removed in order to allow for development.

Thanks,
Selina McUmbler

Bradford Park – Specimen Trees for Removal





Tree # 268 – 25” Pecan



Tree # 332 – 25” Post oak



Tree # 350 – 27” Post oak



Tree # 589 – 29” Pecan



Tree # 722 – 22" Blackjack oak



Tree # 723 – 25" Blackjack oak



Tree # 753 – 23" Blackjack oak



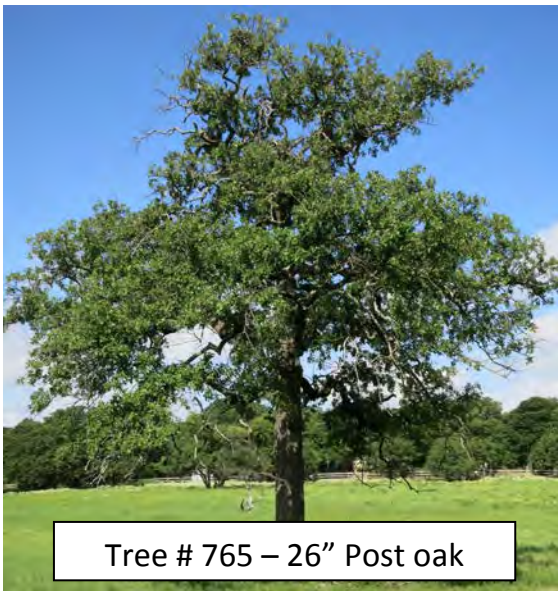
Tree # 756 – 19" Blackjack oak



Tree # 760 – 35" American elm



Tree # 764 – 30" Post oak



Tree # 765 – 26" Post oak



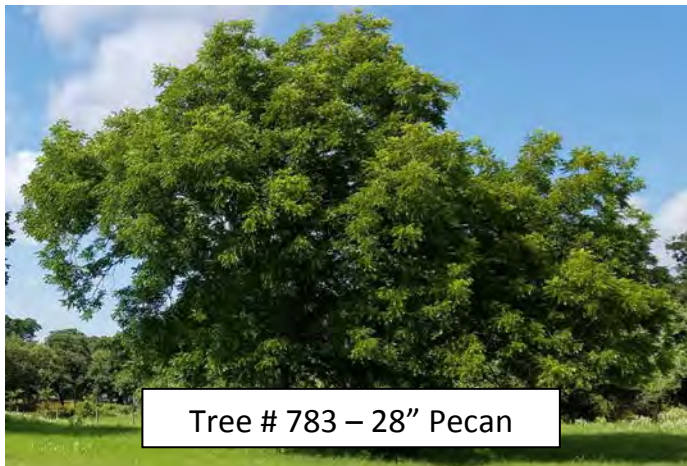
Tree # 766 – 28" Post oak



Tree # 767 – 30" Blackjack oak



Tree #s 782, 813 – 25" American elms



Tree # 783 – 28" Pecan



Tree # 786 – 30" Pecan



Tree # 818 – 23" Blackjack oak



Tree # 849 – 21" Blackjack oak

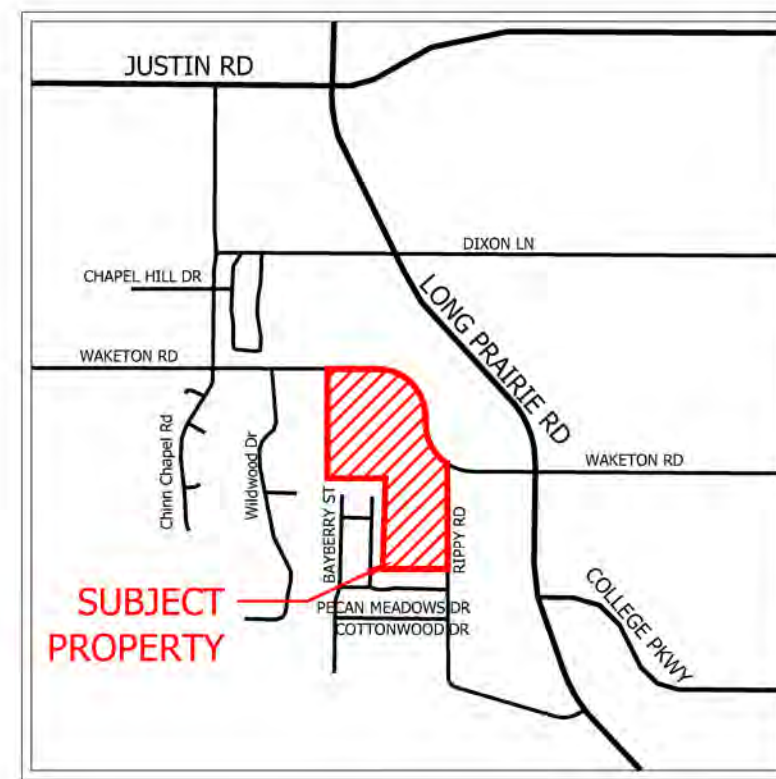


Tree # 851 – 29" Pecan



Tree # 994 – 35" Water oak





Legend

Specimen Tree to Remain

Specimen Tree to be Removed

Engineer / Surveyor:
 J. Volk Consulting
 830 Central Parkway East, Suite 300
 Plano, TX 75074
 972-201-3100
 Contact: Jay Volk

Applicant:



CalAtlantic Homes of Texas, Inc.
 909 Lake Carolyn Parkway, Suite 1700
 Irving, TX 75039
 972-590-2400



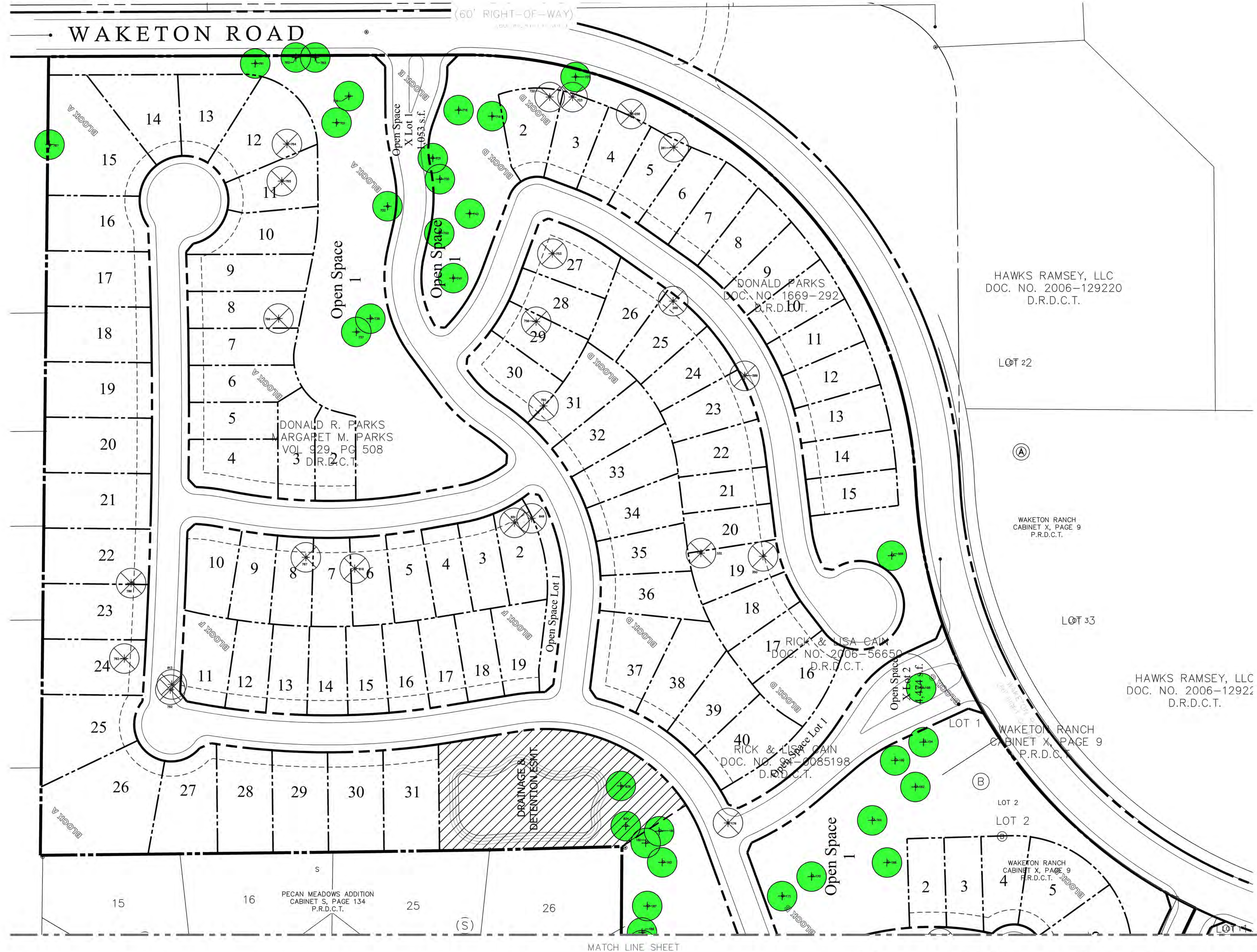
Planner:



SAGE GROUP, INC.
 Master Planning
 Urban Design
 Architecture
 Landscape Architecture
 1130 N. Carroll Ave., Ste. 200
 Southlake, Texas 76092
 TEL. 817-424-2626

28 JULY 16

1" = 60'
 0 60' 120' 240'



Tree Survey - Preliminary Reference Plan (1 of 2) Bradford Park

Legend

Specimen Tree to Remain

Specimen Tree to be Removed

5 PROTECTED TREES - TREE PROTECTION DETAIL
NOT TO SCALE

6 SPECIMEN TREE - TREE PROTECTION DETAIL
NOT TO SCALE

Engineer / Surveyor:
J. Volk Consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972-201-3100
Contact: Jay Volk

Applicant:

CALATLANTIC
HOMESSM

CalAtlantic Homes of Texas, Inc.
909 Lake Carolyn Parkway, Suite 1700
Irving, TX 75039
972-590-2400

Planner:

SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626

28 JULY 16

1" = 60'

0

60'

120'

240'

Updated: 7/28/2016

Original Tree No. / New Tree No.	Species	Diameter (caliper in.)	Town of Flower Mound Classification (Ord. No. 63.08, Sec. 3(94-5), 10-6-2008)	Remain/ Remove	Location of Specimen Trees	Caliper Inches Removed	Replacement Caliper Inches	Inches Preserved in Buildable Area	Tree Credit	Health Status
149	Blackjack Oak	26	Specimen	Remove	FUTURE DEDICATED R.O.W.					Healthy
154	Pecan	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
162	Pecan	27	Specimen	Remain	FUTURE DEDICATED R.O.W.					Healthy
164	Post Oak	26	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
166	Post Oak	26	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
170	Post Oak	32	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
171	Post Oak	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
176	Post Oak	31	Specimen	Remove	FUTURE DEDICATED R.O.W.	31	62			Healthy
180	Post Oak	31	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
182	Post Oak	26	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
183	Post Oak	28	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
187	Post Oak	27	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
189	Post Oak	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
190	Post Oak	34	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
191	Post Oak	28	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
198	Pecan	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Dead branches in the top
199	Pecan	29	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy, but weed trunk
258	Pecan	26	Specimen	Remove	OUTSIDE BUILDABLE AREA	26	52			Healthy w/ a few dead limbs
261	Pecan	30	Specimen	Remove	BUILDABLE AREA	30	60			Healthy
268	Pecan	25	Specimen	Remove	BUILDABLE AREA	25	50			Healthy, but some dead limbs
332	Post Oak	25	Specimen	Remove	BUILDABLE AREA	25	50			Healthy
350	Post Oak	27	Specimen	Remove	BUILDABLE AREA	27	54			Healthy
508	Post Oak	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
589	Pecan	29	Specimen	Remove	FUTURE DEDICATED R.O.W.	29	58			Healthy
701	Post Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
706	Post Oak	27	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
718	Post Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
719	Post Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy - some trunk down
722	Blackjack Oak	22	Specimen	Remove	BUILDABLE AREA	22	44			Healthy
723	Blackjack Oak	25	Specimen	Remove	BUILDABLE AREA	25	50			Healthy
725	Blackjack Oak	26	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
730	Post Oak	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
731	Blackjack Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					25% Dead branches
732	Post Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
737	Live Oak	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
738	Water Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
741	Post Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Under Stress
742	Post Oak	36	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
743	Post Oak	42	Specimen	Remain	OUTSIDE BUILDABLE AREA					In Decline
753	Blackjack Oak	23	Specimen	Remove	BUILDABLE AREA	23	46			Healthy
756	Blackjack Oak	19	Specimen	Remove	BUILDABLE AREA	19	38			Under Stress
760	American Elm	35	Specimen	Remove	BUILDABLE AREA	35	70			Healthy - trunk damage
761	Post Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
762	Post Oak	27	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
763	Post Oak	40	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy, but old trunk wound (healed)
764	Post Oak	30	Specimen	Remove	BUILDABLE AREA	30	60			Healthy
765	Post Oak	26	Specimen	Remove	BUILDABLE AREA	26	52			Moderate health
766	Post Oak	28	Specimen	Remove	BUILDABLE AREA	28	56			Healthy
767	Blackjack Oak	30	Specimen	Remove	BUILDABLE AREA	30	60			Healthy
782	American Elm	25	Specimen	Remove	FUTURE DEDICATED R.O.W.	25	50			Healthy
783	Pecan	28	Specimen	Remove	BUILDABLE AREA	28	56			Healthy
786	Pecan	30	Specimen	Remove	BUILDABLE AREA	30	60			Healthy
797	Blackjack Oak	31	Specimen	Remain	BUILDABLE AREA			31	6	Healthy
813	American Elm	25	Specimen	Remove	FUTURE DEDICATED R.O.W.	25	50			Healthy
818	Blackjack Oak	23	Specimen	Remove	BUILDABLE AREA	23	46			Healthy
834	Post Oak	30	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			30	5	Healthy
838	Elm	30	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			30	5	Stressed
849	Blackjack Oak	21	Specimen	Remove	BUILDABLE AREA	21	42			Healthy
851	Pecan	29	Specimen	Remove	BUILDABLE AREA	29	58			Healthy
894	Water Oak	35	Specimen	Remove	BUILDABLE AREA	35	70			Healthy
1028	Post Oak	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
1030	Post Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
1037	Post Oak	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
1049 / 217	Post Oak	30	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
1054 / 215	Post Oak	31	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
1057 / 232	Post Oak	45	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy w/ scrub
1069 / 211	Post Oak	29	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy w/ vines & scrub
1069 / 211	Post Oak	40	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy w/ vines & scrub
1081	Post Oak	28	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy w/ vines & scrub
1083 / 236	Post Oak	25	Specimen	Remain	OUTSIDE BUILDABLE AREA					Healthy
1118	Post Oak	38	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			38	6	Healthy
1122	Post Oak	31	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			31	6	Healthy
1132	Post Oak	33	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			33	6	Healthy w/ vines
1141	Post Oak	33	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			33	6	Healthy
1142	Post Oak	31	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			31	6	Healthy
1144	Post Oak	34	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			34	6	Healthy, but has old branch & trunk damage
1146	Post Oak	33	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			33	6	Healthy
1147	Post Oak	29	Specimen	Remain	BUILDABLE AREA / DRAINAGE ESMT.			29	5	Healthy
1158	Post Oak	30	Specimen	Remove	BUILDABLE AREA	30	60			Healthy
1166	Post Oak	38	Specimen	Remain	BUILDABLE AREA			38	6	Healthy
Total						703	1406	391	69	

Tree Survey Mitigation Tabulations

Total protected trees onsite: 688

Total specimen trees onsite: 80

Total specimen trees to be removed: 26

Less specimen tree preservation credits: 69 Trees at 3"

Specimen Tree Mitigation

Total specimen trees to be removed: 26 = 703 caliper inches

703 caliper inches removed x 2 = 1,406" 469 Trees at 3" (less credits)

Specimen Tree Preservation Credit

(specimen trees preserved in buildable area only)

25"-30" caliper trees preserved 3 trees x 5 = 15 tree credits

30" caliper plus trees preserved 9 trees x 6 = 54 tree credits

Total Tree Credits 69 tree credits

Total Mitigation Required 400 Trees at 3"

Tree Survey - Preliminary Reference Plan (2 of 2) Bradford Park

Town Council Future Agenda Items



SCHEDULED	9/15/2016	Work Session	Presentation and discussion involving Town development standards including the Urban Design Plan, sign standards, landscape standards, undergrounding of overhead utilities, detention and retention pond standards, and discussion of the Town's process and options for administrative approvals.
	9/19/2016	Presentation	Addiction Awareness Day Proclamation
		Presentation	Presentation by Mobilite, LLC regarding construction of utility poles in the Town owned right-of-way
		Presentation	PLACEHOLDER: 2016 Food Awards
		Consent	Consider approval of revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Chapter 2 Recruitment and Employment effective immediately.
		Consent	Consider acceptance of grant funds from the Texas State Library and Archives Commission (TSLAC) for the FY 2017 Special Projects Grant Program and execution of an agreement with the TSLAC; and authorization for the Mayor to execute said agreement on behalf of the Town.
		Consent	Consider approval of final acceptance of the Individual Parks Improvement (Shadow Ridge and Bluebonnet Parks) project; authorization for final payment to 2L Construction, LLC, in the amount of \$21,411.00; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Consider approval of the award of Bid No. 2016-81, to (company name), in the amount of (\$0.00).
		Consent	Consider approval of a plan to allow the Town to purchase personal rifles for officers and receive reimbursement from officers through a payroll deduction plan.
		Consent	Consider approval of an agreement with the Town of Double Oak to provide emergency medical services to the citizens of Double Oak, and authorize the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an agreement with the Denton County Emergency Services District No. 1 to provide fire and medical transport services to certain areas of Northlake and Denton County including Canyon Falls and the Northwest Regional Airport, and authorize the Mayor to execute same on behalf of the Town.

SCHEDULED	9/19/2016	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
		Regular	Public Hearing to consider a request for a Comprehensive Sign Package (CSP16-0004 - Explorations Preparatory School) for the Explorations Preparatory School. The property is generally located south of Flower Mound Road and west of Strait Lane. (Planning and Zoning Commission recommended by a vote of to at its September 12, 2016, meeting.)
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2016.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, and making appropriations for each fund and department.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
	10/3/2016	Presentation	Special Recognition for German exchange students (Marcus High School)
		Consent	2015 Street Reconstruction Construction Award.
		Consent	FM 1171 at FM 2499 Westbound Right Turn Lane Design Award.
		Consent	Firewheel Drive Reconstruction Design Award.
		Consent	Consider approval of the award of Bid No: 2016-52, to Wall Enterprises, for the construction of the Glenwick Park Bridge as a part if the Individual Park Improvements project, in the amount of \$89,495.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Rippy Road Water Line Design Award.
		Consent	Pintail Pump Station Capacity Improvements Change Order No. 1.
		Consent	TRA O&M Permit Agreement - Trailwood.
		Consent	Yucca & Woodbine Design Amendment No. 1.

SCHEDULED	10/3/2016	Consent	Forest Vista Reconstruction Change Order No. 2.
		Regular	Consider approval of the purchase of one 2017 Velocity PUC Pumper truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$583,305.00; and authorization for the Mayor to execute same on behalf of the Town.
	10/17/2016	Consent	2015 Street Reconstruction Testing Award.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0005 – Smith Tract) to amend Section 5.0, Parks and Trails Plan, by amending Figure 5.4, Trails Master Plan, to remove the Paved Multi-Use Trail, Equestrian Trail, Equestrian Trail Head, and Complete Streets-Bike Lanes within and adjacent to the Smith Tract, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0006 – Smith Tract) to amend Section 7.0, Thoroughfare Plan, by amending the Rural Collector cross-section for Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road adjacent to the Smith Tract to remove the bike lane designation, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA16-0007 – Smith Tract) to amend Section 9.0, Wastewater Plan, to add the Smith Tract to the Wastewater Service Area depicted in Figure 1A, and to consider adopting an ordinance providing for said amendment. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. (The Planning and Zoning Commission recommended by a vote of to at its October 10, 2016, meeting.)
	11/7/2016	Consent	Bakersfield Park Pedestrian Bridge Final Acceptance.
		Consent	Heritage Park Phase II Final Acceptance.
	11/21/2016	Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Construction.
	12/5/2016	Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Testing Award.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.

SCHEDULED	12/5/2016	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
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FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
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		Consent	PLACEHOLDER: Modern Geosciences PSA
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		Regular	Public Hearing to consider an application for a tree removal permit for nineteen (19) specimen trees on property proposed for development as The Lakes. The property is generally located west of Shiloh Road and north of Cross Timbers Road. (The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its June 7, 2016, meeting).
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		Regular	Public Hearing to consider approval of an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0002 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-22, entitled "Protected tree lists," Section 94-23, entitled "Tree survey; development projects," Section 94-32, entitled "Trees located in buildable area," Section 94-39, entitled "Mitigation requirements for authorized tree removal," Section 94-40, entitled "Incentives for preservation of protected, specimen, and historic trees," Section 94-51, entitled "Enumeration," Section 94-65, entitled "Residential lots," Section 94-66, entitled "Approved tree planting lists," Section 94-81, entitled "Exceptions," and deleting Section 94-67, entitled "Landscape credit for large trees," and to consider adopting an ordinance providing for said ordinance. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its May 23, 2016, meeting.)
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		Regular	PLACEHOLDER Consider approval of Exotic Animal Ordinance
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