

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

AUGUST 15, 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. Proclamation for National Senior Center Month

E. **PUBLIC PARTICIPATION**

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

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

F. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

G. **TOWN MANAGER'S REPORT**

1. Update and status report related to capital improvement projects.
2. Update and discussion on Economic Development projects.
3. Update and discussion on new town hall and library expansion.

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 Tuesday, September 6, 2016.

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

K. REGULAR ITEMS

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

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.

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.

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.)*

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.)*

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.

L. BOARDS/COMMISSIONS

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

M. CLOSED MEETING

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

- a. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.

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

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: August 12, 2016, at 12:01 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 01

CONSENT ITEM

DATE: August 15, 2016

FROM: Mark Wood, Director of Economic Development

ITEM: Consider approval of a revised Tax Increment Reinvestment Zone #1 Project Plan.

BACKGROUND INFORMATION: This item is for approval of a revised Tax Increment Reinvestment Zone #1 Project Plan. The revised Project Plan total budget remains unchanged.

BOARD REVIEW/CITIZEN FEEDBACK: The Tax Increment Reinvestment Zone #1 Board of Directors recommended approval of the revised Project Plan at its August 9, 2016, meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by:

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Revised Project Plan

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

Project	Original Budget	Current Budget	Recommended Revised Budget	Expended Costs to Date	Remaining Balance
STREETS					
Dixon Lane (Chinn Chapel to Crestside)	\$ 3,500,000	\$ 2,685,267	\$ 2,685,267	\$ 2,685,267	\$ -
Chinn Chapel (FM 407 to Dixon)	425,000	1,387,500	1,387,500	1,387,500	-
Chinn Chapel (Dixon to Waketon)	750,000	941,305	941,305	941,305	-
Waketon Road (Rippy to Chinn Chapel)	400,000	400,000	5,270,000	-	5,270,000
College Parkway (FM 2499 to Rippy)	800,000	800,000	-	-	-
Rippy Road (FM 2499 to Waketon)	2,115,000	2,115,000	2,115,000	-	2,115,000
Churchill (East end to Yucca)	560,000	560,000	400,000	-	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	-	-	998,000	-	998,000
FM 1171 at FM 2499 Eastbound Right Turn Lane	-	-	785,000	-	785,000
Local Commercial ring road (FM 407 to Dixon)	1,620,000	-	-	-	-
Subtotal	\$ 10,170,000	\$ 8,889,072	\$ 14,582,072	\$ 5,014,072	\$ 9,568,000
SIGNALS					
College Parkway at FM 2499	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	\$ 150,000
Windsor at FM 2499	150,000	-	-	-	-
Local Commercial ring road at FM 407	85,000	-	-	-	-
Subtotal	\$ 385,000	\$ 150,000	\$ 150,000	\$ -	\$ 150,000
WATER					
FM 2499 west side from FM 1171 to Dixon	\$ 1,175,000	\$ 1,175,000	\$ 1,700,000	\$ -	\$ 1,700,000
FM 407 from FM 2499 to Country Meadows Addition	465,000	438,039	438,039	438,039	-
FM 2499 east side from Waketon to Valley Creek Church	145,000	145,000	-	-	-
Subtotal	\$ 1,785,000	\$ 1,758,039	\$ 2,138,039	\$ 438,039	\$ 1,700,000
WASTEWATER					
FM 2499 east side from Valley Creek Church to Dixon	\$ 305,000	\$ -	\$ -	\$ -	\$ -
FM 407 from FM 2499 to County Meadows Addition	455,000	-	-	-	-
Subtotal	\$ 760,000	\$ -	\$ -	\$ -	\$ -
FACILITIES					
Town Hall	\$ 12,000,000	\$ 12,000,000	\$ 10,000,000	\$ -	\$ 10,000,000
Senior Citizen Activity Center	8,000,000	4,900,000	4,900,000	4,850,720	49,280
Performing Arts Auditorium	10,000,000	10,000,000	-	-	-
Library renovation/expansion	-	-	10,900,000	-	10,900,000
Subtotal	\$ 30,000,000	\$ 26,900,000	\$ 25,800,000	\$ 4,850,720	\$ 20,949,280
PARKS					
Timber Trails Park	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -
Hike and Bike Trails	400,000	400,000	400,000	-	400,000
Subtotal	\$ 600,000	\$ 600,000	\$ 400,000	\$ -	\$ 400,000
Improvements in Forum (Riverwalk) area					
Parking Structure	\$ 5,000,000	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000
	-	1,000,000	1,000,000	-	1,000,000
Subtotal	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ -	\$ 5,000,000
Other Projects					
	\$ -	\$ 5,172,204	\$ 399,204	\$ -	\$ 399,204
Town Center Master Plan	-	50,685	50,685	50,685	-
Retail Developments Shared Drive at FM 407 and Chinn Chapel	-	180,000	180,000	180,000	-
	\$ -	\$ 5,402,889	\$ 629,889	\$ 230,685	\$ 399,204
TOTAL	\$ 48,700,000	\$ 48,700,000	\$ 48,700,000	\$ 10,533,516	\$ 38,166,484



TOWN COUNCIL AGENDA ITEM NO. 02

CONSENT ITEM

DATE: August 15, 2016

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Consider adoption of the Town Council 2016 Strategic Planning Session Report, which will also be considered approval of minutes from this session held on July 22, 2016

BACKGROUND INFORMATION: The Town of Flower Mound is guided by its vision statement: “The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.” This vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town’s strategic planning and daily operations. The Town’s strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has been conducting strategic planning since 1997 when it first adopted its vision statement.

Upon adoption of the report, staff will update the Town Council Strategic Plan and begin preparation for adoption following Fiscal Year 2016-2017 Budget approval. Adoption of the report ensures that the Town Council and staff are in alignment with the direction.

The Town Council met on July 22, 2016 to discuss the following topics during their Strategic Planning Session ([packet](#)). The attached report provides responsibility, scope of discussion, considerations, provided direction, timing and next steps for each topic below.

1. Transportation	2. Streets	3. Water	4. Wastewater
5. Sidewalks	6. Town Hall	7. Library	8. Fire Stations
9. Parks Master Plan	10. Sustainability Plan	11. Tree Farm	12. Density
13. Infill Development	14. Senior Housing	15. Specific Plan Areas	16. Interim Holding Zoning
17. Tree Ordinance	18. Park Fees	19. Hands-free Ordinance	

BOARD REVIEW/CITIZEN FEEDBACK: At the beginning of each year, staff solicits topics for discussion from various boards and commissions. This year, the Transportation Commission, Planning and Zoning Commission, and Animal Services Board elected to provide input. The Parks, Arts, and Library Services Board is currently updating the Town’s Parks and Trails Master Plan. The Environmental Conservation Commission continues work on the Town’s Sustainability Plan, and was engaged in a review of the Town’s tree ordinance. No other boards opted to provide input to the Town Council.

ATTACHMENTS:

1. July 22, 2016 Town Council Strategic Planning Session Report/Draft Minutes

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

THE FLOWER MOUND TOWN COUNCIL STRATEGIC PLANNING SESSION HELD ON THE 22ND DAY OF JULY, 2016, AT THE FLOWER MOUND OPERATIONS AND MAINTENANCE FACILITY LOCATED AT 201 SPINKS ROAD, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 5:00 P.M.

The Town Council met in a strategic planning session with the following members present:

Tom Hayden	Mayor (arrived at 5:15 p.m.)
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 (absent 8:45 p.m. – 12:17 a.m. 7/23/16)

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

Ginger Choate	Deputy Town Secretary
Jimmy Stathatos	Town Manager
Debra Wallace	Assistant Town Manager/CFO
Gary Sims	Executive Director of Community Services
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Matt Woods	Director of Environmental Services
Doug Stevens	Assistant Director of Public Works
Mark Wood	Director of Economic Development
Andy Kancel	Chief of Police
Wendell Mitchell	Assistant Chief of Police
Eric Greaser	Fire Chief

A. CALL STRATEGIC PLANNING SESSION TO ORDER

Mayor Pro Tem Kevin Bryant called the strategic planning session to order at 5:00 p.m.

B. AGENDA ITEMS

Presentation and discussion of the Town's Strategic Plan including discussion of objectives, action items, targets, and performance for the goals of:

See Strategic Planning Session Summary Report.

C. ADJOURN PLANNING SESSION

Mayor Hayden adjourned the strategic planning session at 12:17 a.m. on Saturday, July 23, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

July 22, 2016 Town Council Strategic Planning Session Summary

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
1.	Transportation (DCTA)	PW	Overview of potential DCTA transit services.	The Town may perform a needs assessment jointly with DCTA through a NCTCOG funding request.	The Council requested follow-up information and that a joint work session be held with the Transportation Commission (TRC) in the near future.	Request funding from NCTCOG for needs assessment in August, or in Sept./Oct. with the UPWP amendment process. Hold joint work session in November.	1. Provide follow-up to Council 2. DCTA requests planning funds from NCTCOG to conduct needs assessment for service area cities 3. Nov. 17: Joint WS TC/TRC 4. Complete needs assessment (if directed to move forward)
2.	Streets	PW	Overview of street maintenance, and presentation of the Town’s pavement analysis by IMS.	None	- Continue to finalize data analysis and work through the TRC. Present finding to the council after TRC review. - Provide follow-up information on status of Morriss Road, Kirkpatrick gap, Lake Forest, and others that have been delayed	- Street rating presentation to the Council after TRC review - Provide follow-up information as soon as it’s ready	1. Hold TRC meeting/work session on pavement analysis 2. Present analysis at regular TC meeting
3.	Water	PW	Overview of the Town’s water use, outlook, and reuse options.	The more reuse water used, the less potable water will need to be purchased. Current water master plan is projecting that the Town will need to consider additional water purchases beginning in 2025.	Begin evaluating reuse options for residential and non-residential landscape applications. Start in Denton Creek District and SPA 8 areas. Evaluate feasibility and costs for Town-wide expansion.	Begin evaluation in January 2017.	1. Schedule meetings with commercial and residential developers to determine interest and impact 2. Meet with impacted property owners 3. Update master plan to include infrastructure expansion and costs 4. Determine feasibility for town-wide expansion 5. Review code for necessary updates
4.	Wastewater	PW	Overview of the Town’s wastewater service.	None	None	None	None
5.	Sidewalks (connectivity)	PW	Overview of the Town’s sidewalk links project.	None	None	None	None
6.	Town Hall	ATM/CFO	Preparing for TIRZ consideration	Evaluate alternative plans if not partially funded by TIRZ	Move forward with TIRZ consideration	August TIRZ Board meeting	1. Consideration by TIRZ Board 2. Council authorization 3. Design 4. Construction
7.	Library	ATM/CFO	Overview of History and 2012 Library Master Plan	Still evaluating construction numbers and logistics	Review 2012 Master Plan space needs/logistics	Move forward in the immediate future	1. Finalize space needs and preliminary costs 2. November TIRZ board meeting for funding consideration 3. PSA prep
8.	Fire Stations	ATM/CFO	Overview of progress with Stations 6 and 7	Temporary station 6 will provide “fire suppression and paramedic engine coverage” in western Flower Mound (US 377 / FM 1171 area), the focus is to expedite operation of station 7 (Wichita Trail / Skillern area)	Expedite design and construction of FS 7	Station 7: - Design: FY 2017-2018 - Construction: FY 2018-2019 Station 6: - Design: FY 2018-2019 - Construction: FY 2019-2020	1. Ongoing land acquisition and preparation
9.	Parks and Trails Master Plan	CS/CIP	Status update on current update	Majority of community engagement is complete	Continue with process	As provided by consultant	1. Aug. – Sep.: complete outstanding tasks 2. Oct.: Present draft report 3. Nov. 3: PALS Work session 4. Nov. 14: P&Z Work session

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
							5. Dec. 5: Council Work Session 6. Jan. 5: PALS regular meeting 7. Jan. 9: P&Z regular meeting 8. Feb. 6: Council regular meeting
10.	Sustainability Plan	ES	Status update on current initiatives	Current plan focuses on Town projects	Evaluate codes/development standards that prevent private development from implementing LEED and green construction initiatives	Discuss during September work session	1. Sep. 15: TC work session 2. Identify standards 3. Amend Town codes/Urban Design Plan as directed
11.	Tree Farm	CS	Establishing a new 1 – 2 acre tree farm at Green Acres Farm	Current location of approximate 11,000 sq. ft. farm at wastewater treatment plant	May be better discussed concurrently with the tree ordinance amendments. Continue to discuss and evaluate as part of an overall Tree Restoration Initiative.	Added to FY 2016-2017 budget for consideration	1. Budget consideration
12.	Density	DS	Recap of Density gap discussion from earlier this year	Related to infill, SPAs, and senior housing			
13.	Infill development	DS	Discussed infill areas that were tied to past density discussion and the recommendations of the 2006 Master Plan Steering Committee	Related to density, SPAs, and senior housing	Take discussion to P&Z, and bring forward as a joint work session with P&Z and Town Council	Staff evaluate and bring forward recommendations following work session, based on direction received.	1. Oct. 10: P&Z Work Session 2. Oct. 20: Joint WS TC/P&Z
14.	Senior Housing	DS	Discussed attracting affordable senior housing	Related to density, SPAs, and infill			
15.	Specific Plan Areas	DS	Discussed the developed status of SPAs	Related to density, infill, and senior housing			
16.	Interim Holding zoning district	DS	Discussed the use of Interim Holding in the 199 annexation area	Property was designated as Interim Holding in 1999	Move forward, not a high priority	As time is available	Generally, P&Z work session followed by P&Z consideration, then TC consideration
17.	Tree Ordinance	ES	Discussed current status of the tree ordinance	Reviewed by ECC and P&Z. P&Z approved with caveat that further analysis be done on impact	P&Z should reconsider with most recent analysis conducted by staff.	October	1. Oct. 10: P&Z reconsideration 2. Oct. 17: TC consideration
18.	Parkland dedication / development fees	ATM/CFO	Discussed evaluation of the Town’s parkland dedication ord.	- Comparisons with benchmark cities - Cost to develop a five-acre park - Impact on development - No standard for determining dedication value - Ord. must meet rough proportionality requirements	- Bring forward and look more specifically at park cost and fees - May be tied to Park Master Plan update and can considered concurrently, if feasible	Concurrent with Parks Master Plan Update and/or development standards review	1. Sep. 1: PALS Review 2. Sep. 15: Joint WS TC/P&Z 3. Sep. 26: P&Z consideration 4. Oct. 3: TC consideration
19.	Hands-free ordinance	PD	Discussed impacts of distracted driving, and the attempts for a state-wide bill by the Texas Legislature.	Difficulty to enforce, lack of adequate solutions	Continue to monitor area ordinances and State bills. Bring forward once better solutions are available	Ongoing	Ongoing



TOWN COUNCIL AGENDA ITEM NO. 03

CONSENT ITEM

DATE: August 15, 2016

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: 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.

BACKGROUND INFORMATION: This item is to enter into a Service Agreement for Demand Response Transit Service with SPAN, Inc., (SPAN) to provide transportation for Town citizens who are age 65 or older and/or Town citizens with verifiable disabilities that prevent them from driving. Eligible riders will be taken anywhere in the service area (Flower Mound, Lewisville, and Highland Village) at a cost to the Eligible Riders of \$5.00 per one-way ride for the limited purposes of medical treatments, doctor and dentist appointments, shopping for necessities, travel to and from places of employment, and participation in the Town's Seniors In Motion senior citizen program.

Town representatives met with Max Calder, Mobility Manager and Nic Gray, Transportation Manager of SPAN to discuss the upcoming contract renewal period. Mr. Gray and Mr. Calder presented staff with the new one-way rate for fiscal year 2016-2017.

The breakdown of the new rate is as follows:

Overall Rate: \$29.96 (based on passenger per hour efficiency difference between the Flower Mound efficiency (1.68) and the overall SPAN efficiency (2.07))

Operations Rate: \$22.38

Maintenance Rate: \$ 3.37 per one way trip

Administrative Rate: \$ 4.21 per one way trip

Ridership has increased over the previous contract period and has averaged 112 one-way trips per month through this fiscal year. Through June 2016, SPAN has provided 1,011 one-way rides to 21 different residents. If the Town averaged 112 one-way trips per month this would equal 1,344 annual trips. Utilizing the new rate of \$24.96 (Town portion) the annual cost would equal \$33,546.24 which would be under the \$36,840.96 not-to-exceed amount. This would leave extra funds to provide 11 additional one-way trips per month.

To help keep an available cushion to accommodate additional growth, the Town will also utilize any leftover Community Development Block Grant funding from FY2015-16 to pay for one-way rides until depleted. Based on average ridership, staff estimates that approximately \$1,300.00 will be left to fund one-way rides in FY2016-17. After evaluating ridership over the past several years, grant funding, and feedback from the users, the CDBG committee recommended lowering the rider's one-way cost from \$6.50 to \$5.00 in FY2015-16. The committee recommends keeping the one-way fare at \$5.00 for the rider which will require the Town to pay \$24.96 per one-way ride.

BOARD REVIEW/CITIZEN FEEDBACK: Since October 2015, the Town has not received any complaints related to the service limitations or the current one-way rate of \$5.00 per eligible ride. SPAN does inform riders that their trips to the doctor or dentist's office, hospital, drug store, or other

locations may qualify as a Medicaid eligible trip. Medicaid eligible trips are fully reimbursed by the federal government and are not charged to the rider or the Town.

ALTERNATIVES/OPTIONS: At this time there are no other transportation options available to the Town. The proposed SPAN contract does have a 30-day termination clause that could be used if a more viable option becomes available during the contract period.

FISCAL IMPACT: \$36,840.96

Proposed Expenditure:	Account Number(s):
\$26,615.00	361-716-97820-5110
\$10,225.96	100-630-34300-5110

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

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

ATTACHMENTS:

1. Service Agreement for Demand Response Transit Service
2. Independent Audit of SPAN's Financial Report for FY 2015
3. SPAN budget report
4. Fiscal Year 2016 SPAN Transportation Proposal for the Town of Flower Mound

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.

STATE OF TEXAS §

COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

THIS SERVICE AGREEMENT (“Agreement”) is entered into by and between the Town of Flower Mound, Texas, located in Denton County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as “TOWN”) and SPAN, Inc., (hereinafter referred to as “SPAN”), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)3 of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to the general public, persons with special needs, and as defined by agreements into which SPAN may enter from time to time; and

WHEREAS, The TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide Demand Response Transit Service for TOWN citizens who are age sixty-five (65) or older and/or TOWN citizens with verifiable disabilities that prevent them from driving (hereafter referred to collectively as “Eligible Riders”); and

WHEREAS, Eligible Riders in TOWN are taken anywhere in the Demand Response Transit Service area (cities include: TOWN, City of Lewisville, and City of Highland Village) at a cost to the Eligible Riders of \$5.00 per one-way ride for the limited purposes of medical treatments, doctor’s and dentist’s appointments, shopping for necessities, travel to and from places of employment, and participation in the TOWN’S Seniors In Motion senior citizen program; and

WHEREAS, Eligible Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set-up appointments for pick-up and drop off by calling SPAN’S Transportation Office weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, Demand Response Transit Service is available between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, and such services may also be available on certain holidays depending upon SPAN’s demand and staffing availability.

NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. Scope of Services

SPAN shall provide door-to-door Demand Response Transit Services to TOWN citizens who are Eligible Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

3. SPAN Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a Demand Response Transit Service for the TOWN's Eligible Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Eligible Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Eligible Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Eligible Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the Executive Director of Community Services or his/her designee specifically identifying the number of Eligible Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. SPAN will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

4. Payment

- a. TOWN agrees to pay a reasonable fee for Demand Response Transit Service provided to Eligible Riders. Such fee for fiscal year October 1, 2016, through September 30, 2017, will be a cumulative amount not to exceed Thirty-Six Thousand Eight Hundred Forty Dollars and Ninety-Six Cents (\$36,840.96) for up to a total of one thousand fourteen hundred seventy-six (1,476) one-way trips for Eligible Riders, invoiced to TOWN on a monthly basis at a price per one-way trip of Twenty-Four Dollars and Ninety-Six Cents (\$24.96). Eligible Riders shall pay SPAN a price per one-way trip of Five Dollars (\$5.00) to be collected by SPAN at the time of such trip.
- b. The number of one-way trips shall be limited to a maximum of one hundred and twenty-three (123) one-way trips per month at a price of Twenty-Four Dollars and Ninety-Six Cents (\$24.96) per one-way trip payable by the Town.
- c. EXCEPTION: If the full allotment of one hundred and twenty-three (123) one-way trips has been exhausted for a particular month and additional one-way trips remain available under this Agreement SPAN may provide transportation service to an Eligible Rider needing transportation for dialysis, chemotherapy or other medically necessary treatment or therapy upon provision by the Eligible Rider to SPAN of a doctor's order documenting the need for treatment or therapy on the date such service is requested by said Eligible Rider (an "Excess One-Way Trip"). Town will pay SPAN for such Excess One-Way Trip upon submission of documentation supporting the Excess One-Way Trip provided that funds remain available under the maximum amount of this Agreement for such purpose.
- d. Excess One-Way Trips shall be deducted from the immediately following month's allotment of one hundred and twenty-three (123) one-way trips.
- e. If fewer than one hundred and twenty-three (123) one-way trips are used in any given month the unused one-way trips from that month will accrue and be available for use during the immediately following month. If unused during the immediately following month, the accrued trips shall continue to roll forward on a monthly basis until the conclusion of the Term of this Agreement.
- f. It is expressly understood and agreed that in no event under the terms of this Agreement will the total compensation to be paid hereunder exceed Thirty-Six Thousand Eight Hundred Forty Dollars and Ninety-Six Cents (\$36,840.96) for all services rendered.
- g. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance or provider.
- h. If an otherwise Eligible Rider contacts SPAN for service and the Eligible Rider's trip does not qualify for payment by the Town under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to an otherwise Eligible Rider at the total cost of Twenty-Nine Dollars and Ninety-Six Cents

(\$29.96) per one-way trip within the Demand Response Transit Service area to be collected by SPAN at the time of such trip.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to TOWN on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:
 - 1) Name the TOWN, and its officials, officers and employees, as additional insureds; and,
 - 2) Provide thirty (30) days written notice to TOWN of any material change to or cancellation of the insurance.

7. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

8. Severability

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

9. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

10. Term of Agreement

The term of this Agreement shall be from October 1, 2016 through September 30, 2017. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the Town terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination. This Agreement shall automatically terminate upon the exhaustion of the one thousand fourteen hundred seventy-six (1,476) one-way trips provided for by this Agreement or the payment of Thirty-Six Thousand Eight Hundred Forty Dollars and Ninety-Six Cents (\$36,840.96) by Town to SPAN.

11. U.S. Department Of Housing And Urban Development Community Development Block Grant Funds

The services provided under this Agreement may be, in part, eligible for reimbursement from the Community Development Block Grant (CDBG) program. SPAN shall comply with all necessary requirements of the CDBG program as set forth in Exhibit "B" and incorporated herein by reference as though it were set out in its entirety. The TOWN shall assume all responsibility for CDBG submittals and required reporting, unless otherwise requested in writing to SPAN. SPAN shall provide all information necessary for TOWN to comply with CDBG requirements.

12. Applicable Law/Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

13. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

IN WITNESS WHEREOF the Town of Flower Mound and Special Programs for Aging Needs, Inc. have executed this Agreement on this the _____ day of _____, 2016.

SPAN, INC:

Deborah Robertson, Executive Director

ATTEST:

TOWN OF FLOWER MOUND:

Town Secretary

Thomas E. Hayden, Mayor

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

SPAN Transit is the contracted service provider for the Town of Flower Mound. The service is reserved for individuals 65 years or older and/or with a professionally verified disability. It is the policy of SPAN that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by SPAN.

Information in these policies and procedures includes the following:

- I. Description of SPAN Transit Services
- II. Application Process
- III. Disability Certification
- IV. How to Schedule a Trip
- V. SPAN Transit Fares
- VI. Aides, Companions and Animals
- VII. Wait Time, No Shows and Trip Cancellations
- VIII. Mobility Devices
- IX. Seatbelts and Restraints
- X. Passenger Behavior
- XI. Termination of Services
- XII. Grievance and Appeal Procedures
- XIII. Title VI Complaints
- XIV. Definitions
- XV. Frequently Asked Questions

For additional information, please call 940-382-1900.

I. Description of SPAN Transit Services in Flower Mound

Service is provided **to individuals residing in the Town of Flower Mound** to locations in Flower Mound, Lewisville, and Highland Village.

SPAN transportation service is provided by lift equipped vehicles. Operators are available to provide some assistance **upon request**. Operators are not trained to provide medical assistance.

Assistance includes:

- The operator will assist passenger from the door of a residence or pick-up location to the vehicle if needed.
- The operator will attempt to notify passengers of arrival.
- The operator will assist passengers in boarding and exiting the vehicle.
- The operator will deliver the passenger to the door of his/her destination.

Assistance DOES NOT include:

- Assistance getting in or out of a wheelchair.
- Assistance in getting ready for the trip.
- Administering medication or oxygen.
- Assisting passengers in wheelchairs up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY MEDICAL TRANSPORTATION SERVICE.

PLEASE NOTE THAT SPAN INC. POLICY DOES NOT ALLOW AN OPERATOR TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

Service Hours

Trips can be scheduled for pick-up as early as 6:00 a.m. and drop off as late as 6:00 p.m., Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except for the following observed holidays:

- | | |
|--------------------------|--------------------------|
| • New Year's Day | • Labor Day |
| • Martin Luther King Day | • Thanksgiving Day |
| • Memorial Day | • Day after Thanksgiving |
| • Independence Day | • Christmas Eve |
| | • Christmas Day |

II. APPLICATION

In order to use SPAN Transit, passengers must complete and submit an application. Applications can be obtained by calling the SPAN Dispatch Office at (940) 382-1900. Upon receipt of completed applications, please allow a maximum of 21 days to process applications. SPAN will begin processing properly completed applications immediately upon receipt. Only completed, signed applications will be considered for review. Once the application is fully completed, the signed original should be dropped off, mailed or faxed to:

SPAN
1800 Malone
Denton, TX 76201 940-383-8433 (fax)

Upon completion of review, Applicants will receive written notice via U.S. mail and may begin scheduling trips.

Reapplication Process

Passengers will need to reapply every three years from the date they are initially approved. Reapplication ensures that SPAN's files are accurate and contain up-to-date information. SPAN will notify passengers when they are due for reapplication.

III. DISABILITY CERTIFICATION

People with disabilities that meet regulatory criteria are entitled to reduced fares. In addition to the regular application, applicants must submit a properly completed Certification Form. Both documents must be received and reviewed to begin the application process to qualify for reduced-fare trips due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional limitations if applying for reduced-fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time in order to prevent delay of the application review. Examples of licensed or certified human service professionals include: Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Nurse Practitioner, Registered Nurse.

Once all documentation is received, SPAN personnel will evaluate it and request, if necessary, any additional relevant information about the applicant's functional limitations related to transportation. The applicant will be notified in writing of eligibility upon determination.

Notice of Eligibility Determination

An applicant that is determined to be eligible for reduced-fare service due to disability will be mailed (to the address printed on the application) documentation of eligibility. The document will include the name of the eligible individual, the phone number of the SPAN dispatch office, an expiration date for eligibility, and any conditions or limitation on the individual's eligibility including the use of a personal care attendant. If the determination is that the person is not eligible, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*). SPAN employees and SPAN Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests when possible and will document any and all attempts at reasonable accommodations.

Recertification Process

Passengers with disabilities will need to recertify their eligibility every three years from the date they are initially approved. Re-certification is done to ensure that circumstances have not changed which would invalidate a passenger's eligibility. Recertification also ensures that SPAN's files are accurate and contain up-to-date information. SPAN reserves the right to re-certify eligibility at any time. SPAN will notify passengers when they are due for recertification.

IV. HOW TO SCHEDULE A TRIP

Trip Requests

1. Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday by calling (940)-382-1900.
2. At the time of scheduling your reservation you will need to provide SPAN with your name, addresses of the pick-up/drop off points and the pick-up/drop off times. Please note that all schedule requests can be made as early as 14 days prior or as late as 1 day prior to the day of service.
3. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not able to make unscheduled stops while in-route.

Scheduling

1. SPAN Transit is a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible. Once our schedule is completed the day before your trip, **you must call us between 5:00 p.m. and 5:30 p.m. the day before your trip to obtain your scheduled pick-up time.** If the scheduled time is not acceptable to you, you may cancel your trip. (The trip must be cancelled by the day before in order to avoid a "late cancellation" or "no show" penalty. See *Failure to Meet the Bus*)
2. Because of traffic and other issues beyond our control, please note the vehicle may arrive **up to 15 minutes before or after** your scheduled pick-up time ("30-minute ready time window"). Once the bus has arrived, the driver **will not wait more than 5 minutes** for the scheduled passenger to board the bus.
3. Whenever possible, SPAN Transit will attempt to notify all passengers that the vehicle will be early or late (beyond the 30-minute window). This will allow the passenger time to make arrangements if the vehicle is unavoidably detained. If SPAN Transit does not have a telephone on record or if the number has been changed, we will not be able to notify the passenger of the change in pick-up time. It is the responsibility of the passenger to provide accurate and up-to-date contact information to SPAN. Please make sure that we have a current telephone number and address on file.
4. Only trips with scheduled pick-up times will be entered on the daily schedules.
5. Subscription service is available to a limited number of passengers that travel to the same place at the same time every week. If a passenger is afforded a subscription slot, the passenger will automatically be placed on the schedule for those trips. The passenger will not be required to schedule each trip separately; however subscription passengers are still required to call the day before (between 5 p.m. and 5:30 p.m.) to get their scheduled pick-up time for the following day, and must cancel subscription trips to avoid penalties.

V. SPAN TRANSIT FARES

Fare for SPAN Transit is established by Flower Mound and approved the SPAN Board of Directors. The current fare for Flower Mound is as follows:

- Flower Mound Trip Fare - \$5.00 per one way trip

Without exception, SPAN passengers must pay the bus driver promptly for that leg of the trip PRIOR to the vehicle's departure. Passengers shall pay the fare in exact change or with a pass. Bus drivers will not make change. Drivers may not take payment for a subsequent leg of your trip if that bus will not be providing the trip. A one way trip ("trip leg") is each boarding of the passenger onto the bus. Please note that if you purchase and use the passes identified below, you will need to use two (2) passes for each one way trip to pay the \$5.00 fare.

Passes

Passes may be purchased in books of 10 (for \$25.00) or 20 (for \$50.00) by submitting requests by mail or in person at the following location:

SPAN Administrative Office
1800 Malone
Denton, TX 76201

Requests submitted by mail should include the address to which the passes should be mailed along with appropriate payment in the form of a check or money order. Please do not mail cash.

VI. AIDES, COMPANIONS AND ANIMALS

Aides

An aide is a social services attendant or personal care assistant required to travel with a passenger. Aides ride for free; the aide must be picked up and dropped off at the same address as the passenger. Aides will need to be placed onto the schedule and the need for an aide must be indicated on the certification form in order for the aide to ride for free.

SPAN may require a passenger to supply their own aide. SPAN does not provide aides. Generally the following conditions warrant an aide:

- Incapable of self-mobility
- Unable to communicate
- Unable to handle common activities
- Unable to control his/her own actions
- Unable to remain seated and belted
- Unable to independently transfer from wheelchair
- Children under 15 years of age
- Others as reasonably determined by SPAN's Transportation Manager

Companions

A companion is anyone *other than an aide* who travels with a disability-certified passenger. Companions may accompany such passengers on a trip. A companion will be charged a fare comparable to the passenger. A companion must be picked up and dropped off at the same address as the passenger. An aide does not count as the one companion. Additional companions may accompany a passenger if space on the vehicle permits. Companions must be scheduled at the same time you call in to schedule your trip.

Animals

Guide dogs and other service animals are permitted on SPAN vehicles and allowed to accompany passengers if this need is indicated in the passenger's SPAN file. Other small animals are also allowed, but must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger.

VII. WAIT TIME, NO SHOWS AND TRIP CANCELLATION

Bus drivers will utilize the following guidelines concerning a person's failure to meet the SPAN vehicle.

Wait Time

SPAN bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within five minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transportation of all SPAN passengers.

No Show

Failure to meet the vehicle within five minutes from the time of arrival will constitute a no-show. Also if a passenger fails to cancel their trip within 3 hours before the pick-up time it will also be considered a no-show. A passenger is allowed 2 no-shows per calendar month without penalty.

Late Cancellation

If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation. A passenger is allowed 4 late cancellations per calendar month without penalty.

Penalties

- Three (3) no-shows in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- Five (5) Late Cancellations in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- In addition, SPAN may impose reasonable penalties for any passenger that develops a pattern or practice of missing scheduled trips

- Subscription riders that face penalties may lose their subscription slot.

VIII. MOBILITY DEVICES

SPAN vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. SPAN vehicles are not designed to accommodate wheelchairs weighing 600 pounds or more when occupied by the passenger. Mobility devices that do not meet these criteria are unable to be carried on SPAN vehicles.

SPAN reserves the right to deny service if carrying the passenger would be inconsistent with legitimate safety requirements.

IX. SEATBELTS AND RESTRAINTS

SPAN provides seatbelts for all passengers. Agency policy requires that all passengers utilize them at all times for their own safety as well as the safety of other passengers. All carry-on items must be safely restrained during transport. All wheeled mobility devices must be properly secured at all times the SPAN vehicle is in operation.

X. PASSENGER BEHAVIOR

To assure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles and persons who engage in these activities may be refused service:

- Smoking
- Eating or drinking
- Playing personal radios unless headphones are used at a volume unable to be heard by surrounding passengers
- Consuming alcoholic beverages
- Using illegal drugs
- Using obscene or abusive language
- Violent, disruptive or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Causing actual or potential damage to the vehicle

SPAN reserves the right to deny service (including removing the passenger from the bus) if the situation is determined to be unsafe for the passenger, other passengers, the driver or the public.

XI. TERMINATION OF SERVICES

If a passenger does not follow guidelines and procedures involving the use of SPAN Transit, services will be terminated as follows:

- If feasible a verbal warning will be given.
- If compliance is not achieved after the verbal warning, the passenger will receive a written warning in detail concerning the area of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that his/her use of all or a portion of SPAN services is terminated, with a statement of reasons for termination.

SPAN reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person.

XII. GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination or rate eligibility determination. Appeals must be presented in writing within 60 days. SPAN's Executive Director will first hear appeals. If the Executive Director upholds the determination, the individual may request that the matter be reviewed by a panel of SPAN board members designated by the SPAN Board Chair.
2. Once an individual requests an appeal, the SPAN board member panel will review all material submitted. SPAN service will not be suspended while the SPAN board panel is considering an appeal unless suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. SPAN will notify the individual, in writing, of the Executive Director's or the board panel's ruling on all appeals. This notification will outline the ruling and the reasons for it.
4. Once the individual has been informed of the board's ruling, the determination will either be dismissed or imposed on the next day of service.
5. SPAN requires that all appeals must be made within 60 days of notification of sanctions or eligibility determination.
6. All decisions made by the SPAN board panel are considered final.

SPAN Employees and SPAN Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible and will document any and all attempts at reasonable accommodations.

XIII. TITLE VI COMPLAINTS

A Title VI Complaint may be filed by any individual or individuals who allege they have been subjected to discrimination or adverse impact under any SPAN program or activity based on race, religion, color, national origin, sex, age or disability.

SPAN follows the Texas Department of Transportation's Title VI complaint process. Complaint forms and informational flyers are available from SPAN's Title VI Officer (Executive Director) at SPAN's office (940-382-2224) or from TxDOT (www.TxDOT.gov, 1-866-480-2518). Complaints may be mailed to SPAN's office in Denton or directly to TxDOT's Office of Civil Rights, 125 E. 11th Street, Austin, TX 78701.

XIV. DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant who accompanies a passenger to assist the passenger in utilizing SPAN's transportation service.

Companion – A companion is anyone *other than an aide* who travels with a disability-certified passenger.

Demand Response Service – Non-fixed-route shared transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the system's service area.

Disability -- The Americans with Disabilities Act utilizes a three-pronged definition of disability. An individual with a disability is any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities,
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition in order to be considered an individual with a disability.

Mobility Device – A mechanism such as a wheelchair, a walker or a scooter, designed to aid passengers with mobility impairments. They can be either manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation.

No Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time or board the SPAN vehicle within 5 minutes after it arrives within the 30-minute ready-time window.

Ready Time Window – A 30 minute window from 15 minutes before to 15 minutes after the scheduled pick-up time, during which a passenger should be ready for pick-up.

Service Animals – Animals that are individually trained to perform tasks for people with disabilities, such as guiding people who are blind or who have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure or performing other special tasks. Service animals are working animals, not pets.

Service Area – Service is provided **to individuals residing in the Town of Flower Mound** to locations in Flower Mound, Lewisville, and Highland Village.

Subscription Service – An ongoing standing order is entered in SPAN's schedule for a passenger travelling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. They may be either operated manually or powered.

XV. FREQUENTLY ASKED QUESTIONS

Question: What if I run late at my appointment?

Answer: It is suggested that riders over-estimate rather than under-estimate the travel and appointment times.

Question: Do I have to call each day to schedule a trip if the times and days that I travel are the same week to week?

Answer: No, subscription service is available when travel is at the same time and day each week. However, the passenger must call the evening before each trip to get the pick-up time, and when necessary, the passenger must remember to cancel a subscription ride to avoid a no-show being recorded. Three (3) cancellations within a 1-month period shall invalidate the subscription.

Question: Will I be taken directly to and from my destination?

Answer: Not necessarily. SPAN is public transportation and usually passengers share rides. Other passengers may be picked up and/or dropped off during your trip.

Question: What is the service area?

Answer: Service is provided **to individuals residing in the Town of Flower Mound** to locations in Flower Mound, Lewisville, and Highland Village.

Question: How many grocery bags are allowed on the bus? (Cases of drinks and large bags of pet food are not allowed)

Answer: SPAN allows each passenger to carry a maximum of 2 standard size paper grocery bags (or equivalent volume thereof in plastic bags) while riding the bus. Passengers must be able to carry groceries on and off the bus in one trip.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

1. Statement of Work

During the period October 1, 2016 through September 30, 2017, the Town of Flower Mound may use Community Development Block Grant (CDBG) funds to reimburse SPAN for providing "Demand Response" transit service to the following citizens of the Town of Flower Mound (TOWN):

- Elderly who are 65 years and older
- Severely disabled adults who are 21 years and older and
 - o Use a wheel-chair or another special aid for six months or longer; or
 - o Are unable to perform one or more "functional activities" (i.e., seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs, or walking); or
 - o Need assistance with an "ADL" (i.e., an activity of daily living including getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting); or
 - o Need assistance with an "IADL" (i.e., going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone); or
 - o Are prevented from working at a job or doing housework; or
 - o Have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation; or
 - o Are less than 65 years and covered by Medicare or receive Supplemental Social Security Income.

It is expressly agreed and understood that the total amount of CDBG funds to be paid by the TOWN under this Agreement shall not exceed Twenty Six Thousand Six Hundred Fifteen Dollars (\$26,615.00). Costs exceeding Twenty Six Thousand Six Hundred Fifteen Dollars (\$26,615.00) for providing Demand Response transit service to the above citizens will be paid with TOWN funds in accordance with Agreement.

The TOWN's obligations under this Agreement are contingent upon the actual receipt of adequate CDBG funds to meet SPAN's liabilities under this agreement. If adequate CDBG funds are not available to make payments under this Agreement, the TOWN will notify SPAN in writing within a reasonable time after such fact has been determined, so that SPAN can modify its services. The TOWN may, at its option, either reduce the amount of its liability, or terminate the Agreement. It is expressly understood that this Agreement in no way obligates the TOWN's General Fund or any other monies or credits of the TOWN for payment of the CDBG funds.

CDBG grant funds will not be used for any cost or portion thereof which:

- Has been paid, reimbursed or is subject to payment or reimbursement from any other source;
- Was incurred prior to the beginning date, or after the ending date specified in this Agreement;
- Is not in strict accordance with the terms of this Agreement; or,
- Has not been billed to TOWN within 30 calendar days following termination of the Agreement.

CDBG grant funds reimbursed under this Agreement will not be paid to any party other than SPAN. Upon termination of this Agreement, should any expense for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by the TOWN, the Department of Housing and Urban Development, or any other federal agency, SPAN will refund such amount to the TOWN within ten working days of a written notice to SPAN, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through the TOWN.

2. Records and Reports

SPAN agrees to maintain records that provide accurate, current, separate, and complete disclosure of the status of the CDBG funds received under this Agreement. SPAN shall retain all records pertinent to expenditures incurred under this Agreement for five years from the date of termination of the Agreement. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs first.

SPAN agrees to grant access by the TOWN, the U. S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of SPAN which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

At the time SPAN submits a request to TOWN for reimbursement, SPAN shall provide a report to TOWN identifying the costs by line item and the actual rider ship provided, including name, address, age, disability, and race. SPAN will provide TOWN staff access to records necessary to obtain documentation to support CDBG eligibility requirements.

3. Program Income

No program income will be generated under this Agreement.

4. Uniform Administrative Requirements

In regard to CDBG funds provided under this Agreement, SPAN agrees to comply with the requirements of Title 24: Housing and Urban Development of the Code of Federal Regulations (CFR) Part 570.502 concerning Community Development Block Grants (CDBG). The TOWN has a copy available for review or reproduction. SPAN also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the CDBG funds provided under this Agreement.

5. Other Program Requirements

SPAN further agrees to utilize CDBG funds available under this Agreement to supplement rather than supplant funds otherwise available. For example, if an eligible rider's fee is partially paid by other funds, CDBG funds will be used to pay only the difference in cost for the ride. CDBG grant funds will not be used to fund any claims, actions, suits, charges or judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement. SPAN shall:

- Hold harmless, defend, and indemnify TOWN from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SPAN's performance or nonperformance of the services or subject matter called for in the Agreement;
- Comply with the bonding and insurance requirements of OMB Circular A-110 (Flower Mound has a copy available for review or reproduction). Actual losses not covered by insurance as required by this Agreement are not allowable costs under this Agreement and remain the sole responsibility of SPAN;
- Comply with all applicable equal employment opportunity and affirmative action laws or regulations;
- Provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement;
- Maintain adequate and continuous liability insurance on all vehicles owned, leased or operated that are used to provide services under this Agreement; and,
- Ensure that all drivers possess a valid Texas driver's license.

6. Conditions for Religious Organizations

SPAN shall provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction or any other religious preference, influence or discrimination in connection with providing these services.

7. Reversion of Assets

Payment for allowable costs under the terms of the Agreement is on a reimbursement basis. Expenditures will not be reimbursed to SPAN for the purchase of real property or equipment. These are not allowable costs under this Agreement.

SPAN, INCORPORATED

ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2015

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SPAN, Incorporated as of September 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2016, on our consideration of SPAN, Incorporated's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SPAN, Incorporated's internal control over financial reporting and compliance.

Hankins, Eastup, Deaton, Tonn & Seay

Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 27, 2016

FINANCIAL SECTION

Page 3 of 150
SPAN, INCORPORATED

STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2015

ASSETS

Current Assets:		
Cash	\$ 494,142	
Accounts receivable	291,592	
Prepaid expenses	<u>2,763</u>	
Total Current Assets		\$ 788,497
Property and equipment:		
Land	181,100	
Building	570,607	
Transportation equipment	2,341,753	
Office/Shop furniture and equipment	<u>274,427</u>	
	3,367,887	
Less accumulated depreciation	<u>(1,816,334)</u>	
Net Property and Equipment		<u>1,551,553</u>
Total Assets		<u>\$2,340,050</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	\$ 44,606	
Total Current Liabilities		\$ 44,606
Net Assets:		
Unrestricted	2,294,597	
Temporarily restricted	<u>847</u>	
Total Net Assets		<u>2,295,444</u>
Total Liabilities and Net Assets		<u>\$2,340,050</u>

The accompanying notes are an integral part of these financial statements.

Page 35 of 170
SPAN, INCORPORATED

STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support and Revenue:			
Support			
Contributions	\$ 138,043		\$ 138,043
Support from local governments	139,851		139,851
United Way	<u>59,646</u>	<u> </u>	<u>59,646</u>
Total Support	<u>337,540</u>	<u> </u>	<u>337,540</u>
Revenue:			
Transportation grants	1,513,839		1,513,839
Transportation contracts	348,027		348,027
Aging grants	431,551		431,551
Aging contracts	82,062		82,062
Transportation program income	144,716		144,716
Meals program income	29,209		29,209
Fundraising income	2,665		2,665
Miscellaneous	861		861
Interest income	100		100
Loss on disposition of property and equipment	<u>(66,858)</u>	<u> </u>	<u>(66,858)</u>
Total Revenue	<u>2,486,172</u>	<u> </u>	<u>2,486,172</u>
Net assets released from restrictions:			
Satisfaction of usage restrictions	<u>665</u>	<u>\$ (665)</u>	<u> </u>
Total Support and Revenue	<u>2,824,377</u>	<u>(665)</u>	<u>2,823,712</u>
Expenses:			
Functional Expenses:			
Transportation program	1,955,403		1,955,403
Senior citizen meals and other services	699,411		699,411
Management and general	88,762		88,762
Fundraising	<u>29,555</u>	<u> </u>	<u>29,555</u>
Total Expenses	<u>2,773,131</u>	<u> </u>	<u>2,773,131</u>
Change in net assets	51,246	(665)	50,581
Net Assets, Beginning of Year	<u>2,243,351</u>	<u>1,512</u>	<u>2,244,863</u>
Net Assets, End of Year	<u>\$ 2,294,597</u>	<u>\$ 847</u>	<u>\$ 2,295,444</u>

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATED

STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2015

Cash Flows From Operating Activities:

Change in net assets	\$ 50,581	
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	364,020	
Decrease in accounts receivable	28,106	
Increase in prepaid expenses	(46)	
Decrease in accounts payable	(43,627)	
Decrease in deferred revenue	(52,565)	
Loss on disposition of property and equipment	<u>66,858</u>	
Net Cash Provided By Operating Activities		\$ 413,327

Cash Flows From Investing Activities:

Purchase of property and equipment	(455,080)	
Proceeds from sale of property and equipment	<u>6,480</u>	
Net Cash Used by Investing Activities		<u>(448,600)</u>

Net decrease in cash and cash equivalents	(35,273)
Cash and cash equivalents - September 30, 2014	<u>529,415</u>
Cash and cash equivalents - September 30, 2015	<u>\$ 494,142</u>

Supplemental disclosure:

Interest paid during the year	\$ -
Income taxes paid during the year	\$ -

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATED

**STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2015**

	<u>Program Services</u>		<u>Support Services</u>		
		Senior Citizen Meals and Other Services	Management and General		
	<u>Transportation</u>		<u>General</u>	<u>Fundraising</u>	<u>Total</u>
Salaries and wages	\$ 922,542	\$ 207,039	\$ 63,767	\$ 21,256	\$1,214,604
Payroll taxes	75,024	17,090	5,200	1,733	99,047
Workers compensation insurance	23,506	9,718	1,876	625	35,725
Health insurance	95,534	42,631	7,800	2,600	148,565
Retirement	8,450	7,310	890	296	16,946
Travel	408	2,941			3,349
Occupancy	17,584	7,269	982	327	26,162
Insurance	40,977	3,835	599	200	45,611
Telephone	17,508	6,543	950	316	25,317
Office expense	6,966	4,028	620	207	11,821
Conferences and meetings	4,275	1,937	518	172	6,902
Advertising	6,767	1,304			8,071
Professional fees	7,004	2,895	826	275	11,000
Consultants	6,681	2,280	674		9,635
Computer and equipment expenses	16,322	2,837	756	252	20,167
Fundraising expenses				1,038	1,038
Fuel and oil	205,349				205,349
Licensing	6,911				6,911
Vehicle repairs and maintenance	121,478				121,478
Tolls	11,645				11,645
Health testing	1,678				1,678
Uniforms	1,555				1,555
Miscellaneous	7,644	2,475	2,530		12,649
Cost of meals		359,377			359,377
Equipment maintenance/fees		4,509			4,509
 Total Expenses Before Depreciation	 1,605,808	 686,018	 87,988	 29,297	 2,409,111
 Depreciation of Property and Equipment	 <u>349,595</u>	 <u>13,393</u>	 <u>774</u>	 <u>258</u>	 <u>364,020</u>
 Total Expenses	 <u>\$1,955,403</u>	 <u>\$ 699,411</u>	 <u>\$ 88,762</u>	 <u>\$ 29,555</u>	 <u>\$2,773,131</u>

The accompanying notes are an integral part of these financial statements.

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

SPAN, Incorporated (SPAN) is a not-for-profit agency established to provide transportation, meals and other services to senior citizens and others within the community.

B. Financial Statement Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

C. Description of Programs

Transportation - SPAN provides transportation programs for citizens throughout Denton County. Programs include demand response transportation in Denton County for senior citizens, persons with disabilities, and the general public. Funding for these programs is provided through Federal and State transportation grants and contracts; fares and donations received from riders; and local public and private support.

Senior Citizen Meals and Other Services - Daily (Monday through Friday) hot meals are served to senior citizens at ten sites throughout Denton County. The program also includes home delivered meals to qualifying home-bound senior citizens. Funding for the meal programs is provided by Federal and State aging grants, donations from meal recipients and local public and private support. SPAN also provides a variety of programs for senior citizens including information and referral and recreational activities at senior centers.

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

E. Property and Equipment

Expenditures for property and equipment are stated at cost. Donated property and equipment is recorded at its estimated fair market value at the date of donation.

Depreciation of property and equipment is calculated on the straight-line method over the following estimated useful lives:

Buildings	31.5 years
Vehicles	4-10 years
Equipment	4-8 years
Furniture and fixtures	7-10 years

F. Contributed Services and Materials

SPAN receives donated services from a variety of unpaid volunteers assisting SPAN in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under SFAS No. 116 have not been satisfied.

G. Income Taxes

SPAN is exempt from Federal income taxes under Internal Revenue Code Section 501(c)(3) and therefore has made no provision for Federal income taxes. In addition, SPAN has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Internal Revenue Code. There was no unrelated business income.

H. Functional Allocation of Expenses

The costs of providing SPAN's various programs and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Cash Equivalents

For purposes of the statement of cash flows, SPAN considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

J. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 – LINE OF CREDIT

SPAN has entered into a line of credit financing agreement with Wells Fargo Bank. The agreement allows for borrowings of up to \$175,000. Interest payments are due monthly at the prime rate plus 1.50% (4.75% at September 30, 2015) with a minimum interest rate of 5.0%. During the year ended September 30, 2015, there were no borrowings outstanding under the line of credit. The financing agreement expires October 2, 2015 at which time any amounts of principal and interest are due.

NOTE 3 – CONCENTRATIONS OF RISK

SPAN maintains several bank accounts at three banks. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash held at Wells Fargo Bank exceeded Federally insured limits at certain times during the year. At September 30, 2015, cash balances at Wells Fargo Bank were \$273,148.

SPAN receives a significant portion of its revenues under transportation grants from Texas Department of Transportation (TXDOT) and North Central Texas Council of Governments (NCTCOG). Revenue from these grants were \$658,956 from TXDOT and \$800,094 from NCTCOG during the year ended September 30, 2015.

SPAN also received \$454,493 in aging and transportation grants from the Area Agency on Aging.

NOTE 4 – RETIREMENT PLAN

SPAN sponsors a retirement plan for its employees. The plan is a salary reduction retirement plan under Internal Revenue Code Section 403(b). Under the plan, employees can elect to contribute to the plan, up to Internal Revenue Code limits. SPAN matches eligible employee's contributions up to three percent of the employee's compensation. During the fiscal year ended September 30, 2015, SPAN contributed \$16,946 in matching contributions to the plan.

SPAN, INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2015

NOTE 5 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash, accounts receivable, accounts payable, and deferred revenue reported in the statement of financial position approximate fair values because of the short maturities of those instruments.

NOTE 6 – SUBSEQUENT EVENTS

Management has reviewed events subsequent to September 30, 2015 through January 27, 2016, which is the date the financial statements were available to be issued. No subsequent events were identified that were required to be recorded or disclosed in the financial statements.

FEDERAL AWARDS SECTION

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
SPAN, Incorporated
Denton, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of SPAN, Incorporated (a nonprofit organization), which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 27, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered SPAN, Incorporated's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of SPAN, Incorporated's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether SPAN, Incorporated's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of the audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hankins, Eastup, Deaton, Tonn & Seay

Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 27, 2016

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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors
SPAN, Incorporated
Denton, Texas

Report on Compliance for Each Major Federal Program

We have audited SPAN, Incorporated's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of SPAN, Incorporated's major federal programs for the year ended September 30, 2015. SPAN, Incorporated's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of finding and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of SPAN, Incorporated's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about SPAN, Incorporated's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of SPAN, Incorporated's compliance.

Opinion on Each Major Federal Program

In our opinion, SPAN, Incorporated complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2015.

Report on Internal Control Over Compliance

Management of SPAN, Incorporated is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered SPAN, Incorporated's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of SPAN, Incorporated's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

January 27, 2016

SPAN, INCORPORATED

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2015**

I. Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported.
Type of auditors' report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 501(a) of OMB Circular A-133?	None
Identification of major programs:	
Name of Federal Program or Cluster	CFDA Numbers
U.S. Department of Transportation:	
Federal Transit Cluster:	
Federal Transit - Formula Grants	
(Urbanized Area Formula Program)	20.507
Federal Transit - Bus and Bus Facilities Formula Program	20.526
Dollar threshold used for distinguishing between Type A and Type B federal programs?	\$300,000
Auditee qualified as low-risk auditee?	Yes

SPAN, INCORPORATED

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2015

II. Financial Statement Findings

None

III. Federal Awards Findings and Questioned Costs

None

SPAN, INCORPORATED

SCHEDULE OF STATUS OF PRIOR FINDINGS
YEAR ENDED SEPTEMBER 30, 2015

PROGRAM

DESCRIPTION

No findings were noted in the prior year.

SPAN, INCORPORATED

CORRECTIVE ACTION PLAN
YEAR ENDED SEPTEMBER 30, 2015

PROGRAM

DESCRIPTION

None required.

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2015

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Agency or Pass-Through Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Health and Human Services</u>			
Pass-through Texas Department on Aging: Contracted through the North Central Texas Council of Governments Area Agency on Aging:			
Aging Cluster:			
Title III, Part B – Supporting Services and Senior Centers *	93.044	N/A	\$ 39,233
Title III, Part C – Nutrition Services *	93.045	N/A	312,370
Nutrition Services Incentive Program *	93.053	N/A	<u>65,489</u>
Subtotal – Aging Cluster			<u>417,092</u>
State Health Insurance Assistance Program	93.324	N/A	<u>3,870</u>
Total U.S. Department of Health and Human Services			<u>420,962</u>
<u>U.S. Department of Transportation</u>			
Pass-through Texas Department of Transportation:			
Public Transportation for Nonurbanized Areas	20.509	RPT-1401(18)38/51418F7201	276,492
Public Transportation for Nonurbanized Areas	20.509	RPT-1502(18)39/51518F7113	<u>99,176</u>
Total CFDA 20.509			<u>375,668</u>
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	ED-1501(18)15/51518F7113	<u>30,000</u>
Bus and Bus Facilities Formula Program **	20.526	VCR-1401(18)03/51418F7249	<u>8,217</u>
Subtotal			<u>413,885</u>

SPAN, INCORPORATED

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2015

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Agency or Pass-Through Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Transportation (continued)</u>			
Pass-through North Central Texas Council of Governments: Federal Transit – Formula Grants (Urbanized Area Formula Program) **	20.507	N/A	<u>800,094</u>
Subtotal			<u>800,094</u>
Total U.S. Department of Transportation			<u>1,213,979</u>
Total Expenditures of Federal Awards			<u>\$1,634,941</u>

* Clustered Programs – Aging Cluster

** Clustered Programs – Federal Transit Cluster

SPAN, INCORPORATED

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2015

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of SPAN, Incorporated ("SPAN") under programs of the federal government for the year ended September 30, 2015. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of SPAN, it is not intended to and does not present the financial position, changes in net assets or cash flows of SPAN.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

SPAN accounts for all awards under federal programs using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. This basis of accounting recognizes revenue in the accounting period in which they are earned, and expenses in the accounting period in which the liability is incurred. Expenses are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenses are not allowable.

		<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>YTD</i>			58.33%
		<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>%</i>
	Allocated Revenue and Expense											
	Revenue											
5010	CITY OF DENTON CONTRIBUTIONS	\$2,026.30	\$2,026.30	\$2,026.30	\$2,026.30	\$2,026.30	\$2,026.30	\$2,026.30	\$14,184.10	\$20,263.00	(\$6,078.90)	70.00%
5020	LEWISVILLE CONTRIBUTIONS	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	16,800.00	24,000.00	(7,200.00)	70.00%
5030	PILOT POINT CONTRIBUTIONS									2,500.00	(2,500.00)	
5035	CITY OF JUSTIN									3,000.00	(3,000.00)	
5040	SANGER CONTRIBUTIONS					5,000.00			5,000.00	5,000.00		100.00%
5045	ARGYLE CONTRIBUTIONS									500.00	(500.00)	
5050	THE COLONY CONTRIBUTIONS									8,000.00	(8,000.00)	
5055	LAKE DALLAS CONTRIBUTIONS									1,300.00	(1,300.00)	
5085	FLOWER MOUND CONTRIBUTIONS	5,000.00							5,000.00	5,000.00		100.00%
5065	TITLE IIIB - ICC	465.00	260.00	190.00	305.00	390.00	420.00	320.00	2,350.00	4,000.00	(1,650.00)	58.75%
5070	DENTON COUNTY CONTRIBUTION	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	49,583.33	85,000.00	(35,416.69)	58.33%
5090	UNITED WAY-DENTON, CONTRIBUTION	5,528.72	4,250.00	4,898.42	4,250.00	5,514.73	4,250.00	4,250.00	32,941.87	53,000.00	(20,058.13)	62.15%
5100	UNITED WAY-NATIONAL						102.19		102.19		102.19	
5111	UNITED WAY-LEWISV. DESIGNATION						59.80		59.80		59.80	
5170	INTEREST INCOME	8.16	8.34	8.39	7.93	8.30	8.72	10.35	60.19		60.19	
5175	FUNDRAISER REVENUE									5,000.00	(5,000.00)	
5177	BOARD AND COUNCIL GIVING	900.00		1,000.00	300.00			100.00	2,300.00	7,500.00	(5,200.00)	30.67%
5178	FUND DEVELOPMENT	6,378.67		550.65	26,875.00		1,557.49		35,361.81	70,000.00	(34,638.19)	50.52%
5180	MISCELLANEOUS	350.97	273.13	39.38		135.00	39.60		838.08	1,000.00	(161.92)	83.81%
5181	PET MEALS	110.00		2,787.49	195.00	475.00	23.50	61.00	3,651.99	6,500.00	(2,848.01)	56.18%
5187	EBAY SALES REVENUE		5,715.00	2,745.00	3,555.00				12,015.00	10,000.00	2,015.00	120.15%
5190	GENERAL DONATIONS, UNALLOCATED	3,131.00	6,664.41	9,138.27	4,371.95	2,251.50	2,220.84	3,257.56	31,035.53	60,000.00	(28,964.47)	51.73%
5335	E&D 5310									30,000.00	(30,000.00)	
5340	COUNTY TRANS. 5311	129,567.51	63,602.65	56,877.12	69,555.27	67,255.21	68,399.44	97,609.22	552,866.42	650,000.00	(97,133.58)	85.06%
5350	MEDICAID CONTRACT	32,276.56	30,747.70	24,025.24	30,705.07	35,007.37	33,884.74	32,467.41	219,114.09	300,000.00	(80,885.91)	73.04%
5357	TX VETERANS COMM	1,349.20	1,165.91	1,484.48	3,479.72	(551.64)	1,568.51	1,761.94	10,258.12	15,000.00	(4,741.88)	68.39%
5360	TITLE IIIB - TRANSPORTATION	2,015.00	2,015.00	2,015.00	2,016.00	2,015.00	2,015.00	2,015.00	14,106.00	32,850.00	(18,744.00)	42.94%
5361	5307 DISCRETIONARY FUNDS	47,839.00	29,087.57	35,335.25	31,608.74	32,999.77	37,890.08	44,913.38	259,673.79	425,000.00	(165,326.21)	61.10%
5370	FARES - COUNTY 5311	5,717.74	5,861.40	5,000.24	6,365.46	7,865.80	6,302.89	6,586.86	43,700.39	75,000.00	(31,299.61)	58.27%
5375	OTHER TRANSPORTATION SERVICES	26,185.66	23,174.64	20,896.52	16,558.20	16,896.94	19,285.66	17,233.20	140,230.82	229,448.00	(89,217.18)	61.12%
5380	BUS SIGN ADVERTISING REVENUE			200.00		200.00	1,100.00	600.00	2,100.00		2,100.00	
5410	TITLE IIIC1- CONGREGATE MEALS	18,854.00	15,271.00	13,427.00	14,239.00	15,772.00	17,009.00	15,582.00	110,154.00	150,000.00	(39,846.00)	73.44%
5440	MEAL DONATIONS -TITLE C1	1,449.63	1,223.48	1,219.05	1,343.41	1,485.10	1,455.50	1,281.15	9,457.32	17,000.00	(7,542.68)	55.63%
5450	TITLE III-C2 HOME DELIVERY	20,231.00	20,132.00	23,081.00	20,726.00	20,503.00	25,324.00	22,953.00	152,950.00	280,000.00	(127,050.00)	54.63%
5470	USDA ALLOWANCE - HOME DEL.					3,686.03			3,686.03	8,000.00	(4,313.97)	46.08%
5480	MEAL DONATIONS -TITLE C2	932.00	1,140.00	1,175.00	1,128.00	1,288.00	1,102.75	1,203.00	7,968.75	13,000.00	(5,031.25)	61.30%
5490	PURCHASED MEALS	55.00	5.00	5.00	5.00	15.00	70.00	60.00	215.00	500.00	(285.00)	43.00%
5520	DADS CBA/CCAD HD MEALS	7,605.72	7,180.11	7,254.61	7,873.11	6,380.46	7,364.94	7,737.03	51,395.98	70,500.00	(19,104.02)	72.90%
5720	LIFELINE FEES REVENUES	35.00	35.00	35.00					105.00	420.00	(315.00)	25.00%
	Total Revenue	327,495.17	229,321.97	224,897.74	256,972.49	236,102.20	242,964.28	271,511.73	1,789,265.58	2,668,281.00	879,015.42	67.06%
	General Expenses											
6005	DUES AND MEMBERSHIPS			100.00				200.00	300.00	2,000.00	1,700.00	15.00%
6010	MILEAGE	373.14	429.53	246.15	364.05	404.10	379.98	715.93	2,912.88	3,500.00	587.12	83.23%
6015	JANITORIAL SERVICES	200.00	200.00	200.00	200.00	200.00	833.00	200.00	2,033.00	2,400.00	367.00	84.71%
6020	TELEPHONE - GENERAL	2,537.19	2,272.79	2,296.48	2,198.75	1,411.65	3,778.47	2,371.22	16,866.55	26,500.00	9,633.45	63.65%
6025	UTILITIES	1,396.90	1,272.67	1,012.29	1,024.91	1,102.65	952.44	1,005.55	7,767.41	14,000.00	6,232.59	55.48%
6030	BUILDING MAINTENANCE	611.36	706.81	171.81	324.81	190.31	571.81	613.21	3,190.12	4,000.00	809.88	79.75%
6035	GROUNDS MAINTENANCE	400.00	400.00	400.00	400.00	400.00	400.00	400.00	2,800.00	6,000.00	3,200.00	46.67%
6040	FEES & PERMITS	5.00	56.50					30.00	91.50	200.00	108.50	45.75%
6045	LIABILITY INSURANCE	10,310.00				6,221.00			16,531.00	16,500.00	(31.00)	100.19%
6050	MEETINGS/CONFERENCES	1,209.54	72.21	481.38		256.33	200.00	685.21	2,904.67	2,500.00	(404.67)	116.19%
6052	TRAINING	177.00	116.82		60.00	90.00	765.00	210.00	1,418.82	3,000.00	1,581.18	47.29%
6055	POSTAGE	120.27	547.01	43.32	191.05	617.81	60.93	90.90	1,671.29	2,500.00	828.71	66.85%
6060	OFFICE SUPPLIES	687.25	680.02	112.13	944.58	720.59	990.46	699.95	4,834.98	8,000.00	3,165.02	60.44%
6065	OFFICE EQUIPMENT				649.98	235.34	493.97		1,379.29	1,000.00	(379.29)	137.93%
6070	PRINTING	412.00					249.00		661.00	1,500.00	839.00	44.07%
6075	OFFICE EQUIPMENT REPAIRS				592.49				592.49	500.00	(92.49)	118.50%
6080	COMPUTER CONSULTANTS									2,000.00	2,000.00	
6085	ADVERTISING & PROMOTION	533.95	790.90		549.00	586.00	586.00	775.00	3,820.85	7,000.00	3,179.15	54.58%
6090	LEGAL & ACCOUNTING				10,500.00	2,000.00			12,500.00	12,000.00	(500.00)	104.17%

		<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>YTD</i>			58.33%
		<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>%</i>
6095	EQUIPMENT LEASING			556.78			781.11		1,337.89	1,500.00	162.11	89.19%
6105	COMPUTER EQUIPMENT									500.00	500.00	
6110	COMPUTER SOFTWARE	11,716.23	16.23	16.23	16.23	16.23	16.23	236.23	12,033.61	15,000.00	2,966.39	80.22%
6115	BANK SERVICE FEES	30.00	47.90	128.63	96.36	33.62	80.19	30.00	446.70	1,000.00	553.30	44.67%
6150	GROUP MEDICAL	11,835.66	12,701.27	12,774.18	13,817.98	13,098.17	13,099.88	13,024.88	90,352.02	175,000.00	84,647.98	51.63%
6155	EMPLOYER SHARE OF RETIREMENT	2,051.69	1,475.88	1,454.31	1,364.26	1,386.43	1,389.48	2,000.63	11,122.68	18,000.00	6,877.32	61.79%
6190	FUNDRAISER EXPENSE		242.57	147.00					389.57	1,000.00	610.43	38.96%
6192	FUND DEVELOPMENT									1,000.00	1,000.00	
6195	MISC. (OTHER)	1,183.94	1,883.35	6,044.07	1,322.39	2,848.68	1,166.64	1,399.47	15,848.54	25,000.00	9,151.46	63.39%
	Total General Expense	45,791.12	23,912.46	26,184.76	34,616.84	31,818.91	26,794.59	24,688.18	213,806.86	353,100.00	139,293.14	60.55%
	Program Expenses											
6405	UNIFORMS	168.63	140.60	168.63	284.59	3,140.60	277.11	251.45	4,431.61	4,500.00	68.39	98.48%
6410	FUEL	13,893.49	13,919.85	9,718.21	10,696.12	9,817.09	14,119.69	15,335.72	87,500.17	210,000.00	122,499.83	41.67%
6415	PARTS	3,220.39	896.64	4,064.94	2,339.95	1,411.79	2,512.32	1,253.55	15,699.58	45,000.00	29,300.42	34.89%
6420	TIRES	1,601.27	1,537.55	3,364.52	3,537.06	3,955.06	2,916.08	3,753.02	20,664.56	25,000.00	4,335.44	82.66%
6425	OFF SITE REPAIRS	4,109.92	1,949.26	3,406.90	2,020.77	4,575.09	6,971.11	6,136.60	29,169.65	60,000.00	30,830.35	48.62%
6440	LICENSING	36.00	953.50	36.00	311.25	1,458.50	1,209.00	61.50	4,065.75	6,000.00	1,934.25	67.76%
6445	INSURANCE - VEHICLE	10,149.00			10,214.00			10,233.25	30,596.25	41,717.00	11,120.75	73.34%
6470	DRIVER DRUG SCREENING	238.50	278.00	99.00	278.50	99.00	49.50	198.00	1,240.50	2,000.00	759.50	62.03%
	INSURANCE CLAIMS EXPENSE NON-BUDGET	(18,404.76)		19,404.76			(3,955.45)	6,955.45	4,000.00		(4,000.00)	
6475	BUS SIGN ADVERTISING EXPENSE					500.00			500.00		(500.00)	
6510	CATERED AND PURCHASED MEALS	24,953.00	29,894.82	36,519.89	27,002.35	29,965.66	39,289.55	31,692.66	219,317.93	387,852.00	168,534.07	56.55%
6545	FUEL-OIL-PARTS	247.54		405.39	494.79	89.13	110.27	335.62	1,682.74	2,500.00	817.26	67.31%
6550	PET MEALS		38.20	56.05			381.09	37.25	512.59	2,500.00	1,987.41	20.50%
6615	LIFELINE MONITORING FEES	30.00	30.00	30.00					90.00	360.00	270.00	25.00%
	Total Program Expenses	40,242.98	49,638.42	77,274.29	57,179.38	55,011.92	63,880.27	76,244.07	419,471.33	787,429.00	367,957.67	53.27%
	Payroll Expense											
8000	GENERAL ADMINISTRATION	21,732.32	16,307.62	16,124.02	15,773.32	14,254.98	15,116.84	21,786.43	121,095.53	212,084.00	90,988.47	57.10%
8001	GENERAL ADMIN BENEFITS	1,667.40	1,251.86	1,235.80	1,282.19	1,149.00	1,175.57	1,696.60	9,458.42	17,500.00	8,041.58	54.05%
8200	TRANSPORTATION ADMIN	29,416.92	19,835.64	20,008.92	20,003.19	20,169.06	19,851.11	28,875.05	158,159.89	260,218.00	102,058.11	60.78%
8201	TRANSPORTATION BENEFITS	2,250.40	1,517.40	1,530.70	1,636.18	1,634.29	1,567.43	2,253.56	12,389.96	20,700.00	8,310.04	59.85%
8210	DRIVERS	69,637.79	50,724.87	47,333.16	42,364.42	52,631.11	52,126.75	73,106.57	387,924.67	642,000.00	254,075.33	60.42%
8211	DRIVER BENEFITS	5,451.93	3,968.74	3,699.27	3,464.64	4,305.03	4,263.55	5,966.28	31,119.44	52,000.00	20,880.56	59.85%
8220	SHOP ADMINISTRATION	5,050.03	3,388.84	3,388.84	3,388.84	3,388.84	3,388.84	5,083.26	27,077.49	44,056.00	16,978.51	61.46%
8221	SHOP ADMINISTRATION BENEFITS	386.32	259.25	259.25	277.55	277.55	271.23	388.88	2,120.03	3,700.00	1,579.97	57.30%
8230	MECHANICS	5,448.84	3,687.20	3,729.64	4,140.12	3,901.57	3,644.76	5,491.54	30,043.67	47,927.00	17,883.33	62.69%
8231	MECHANICS BENEFITS	419.54	283.96	287.28	333.77	315.46	295.03	423.00	2,358.04	4,000.00	1,641.96	58.95%
8400	SENIOR SERVICES ADMINISTRATION	5,261.53	3,530.76	3,530.76	3,530.76	3,530.76	3,530.76	5,296.14	28,211.47	45,900.00	17,688.53	61.46%
8401	SENIOR SERVICES BENEFITS	402.50	270.11	270.10	289.19	289.15	280.57	405.15	2,206.77	3,900.00	1,693.23	56.58%
8415	VOLUNTEER COORDINATOR	3,948.80	2,649.60	2,649.60	2,649.60	2,649.60	2,649.60	3,974.40	21,171.20	34,455.00	13,283.80	61.45%
8416	VOLUNTEER COORDINATOR BENEFITS	302.08	202.70	202.69	215.92	215.25	215.92	312.96	1,667.52	2,900.00	1,232.48	57.50%
8430	SR CTR MGRS	9,873.93	6,869.70	6,961.69	6,561.38	7,006.95	6,667.08	9,825.69	53,766.42	87,572.00	33,805.58	61.40%
8431	SR CENTER BENEFITS	851.90	579.94	588.84	537.34	574.57	546.06	804.69	4,483.34	7,225.00	2,741.66	62.05%
6125	WORKERS COMP INSURANCE	7,284.00	3,121.00	3,121.00	3,121.00	3,121.00	3,121.00	3,121.00	26,010.00	41,615.00	15,605.00	62.50%
	Total Payroll Expense	169,386.23	118,449.19	114,921.56	109,569.41	119,414.17	118,712.10	168,811.20	919,263.86	1,527,752.00	608,488.14	60.17%
	Total Program Expenses	40,242.98	49,638.42	77,274.29	57,179.38	55,011.92	63,880.27	76,244.07	419,471.33	787,429.00	367,957.67	53.27%
	Total General Expenses	45,791.12	23,912.46	26,184.76	34,616.84	31,818.91	26,794.59	24,688.18	213,806.86	353,100.00	139,293.14	60.55%
	Total Expenses	255,420.33	192,000.07	218,380.61	201,365.63	206,245.00	209,386.96	269,743.45	1,552,542.05	2,668,281.00	1,115,738.95	58.19%
	Total Revenue	327,495.17	229,321.97	224,897.74	256,972.49	236,102.20	242,964.28	271,511.73	1,789,265.58	2,668,281.00	879,015.42	67.06%
	Subtotal Net Contribution	72,074.84	37,321.90	6,517.13	55,606.86	29,857.20	33,577.32	1,768.28	236,723.53		(236,723.53)	
	Capital Purchases: Fence, Fare Boxes, Chair	30,093.00	0	0	0	0	349.99	0	30,442.99	0	(30,442.99)	
	Net contribution	41,981.84	37,321.90	6,517.13	55,606.86	29,857.20	33,227.33	1,768.28	206,280.54	0.00	(206,280.54)	



June 14, 2016

Mr. Chuck Jennings
Recreation Superintendent
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028

Dear Mr. Jennings:

We are pleased to submit a proposal for fiscal year 2017 to again provide transportation service for Town of Flower Mound citizens who are elderly persons and Town citizens with verifiable disabilities that prevent them from driving. Eligible riders would be taken anywhere in the service area (Flower Mound, Lewisville and Highland Village) for the limited purposes of medical treatments, doctor and dentist appointments, employment, shopping for necessities, and participation in the Town's Seniors In Motion senior citizen program.

The new rate proposed by SPAN is \$29.96 per one-way trip for fiscal year 2017. This is our projected cost based on Span's per-trip cost for last year as reported to TxDOT and year-to-date efficiency data for Flower Mound trips for the current fiscal year. After deducting the \$5.00 fare that passengers pay, the Town of Flower Mound would subsidize \$24.96 for each ride. Furthermore, Span understands the program budget is \$33,072 for Fiscal Year 2017, which averages about 110.5 trips per month and we will notify Town staff if service levels begin trending over budget. The \$33,072 budget includes \$1,322.88 from the current year carry-over/reserve of around \$4,396 and \$31,749.12 in FY 2017 CDBG funds.

Please let me know if you have any questions regarding this proposal or require additional information. We will be happy to appear at the Town Council meeting when scheduled to answer questions or address any issues the Council or public may have.

Thanks again for the opportunity to continue to serve Flower Mound through our transportation services.

Best regards,

A handwritten signature in blue ink, appearing to read 'Deborah Robertson'.

Deborah Robertson
Executive Director



TOWN COUNCIL AGENDA ITEM NO. 04

CONSENT ITEM

DATE: August 15, 2016

FROM: Theresa Scott, Town Secretary

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 4TH 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 regular meeting with the following members present:

Tom Hayden	Mayor (absent from 8:45 p.m. to 9:43 p.m.)
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
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Tommy Dalton	Assistant Town Manager
James Hoefert	Environmental Review Analysis

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 Mike Liles gave the invocation Mayor Hayden led the pledges.

D. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (as written on the form)
1.	Shyron Shenko, 5001 Rippy Rd	Charter
2.	Jim Engel, 5110 Bayberry St	Consent items 8 & 9
3.	Susan Kirschner, Morriss Rd	Racism and bullying concerns in an area school

E. ANNOUNCEMENTS

Councilmember J. Webb commented briefly about what he learned at the Texas Municipal League (TML) regional meeting, as well as TMLs newly elected officials conference.

Councilmember McDaniel also shared brief comments from what he learned at the TML region meeting and pointed out that cities and towns need to be aware of with respect to the upcoming legislative session.

Mayor Pro Tem Bryant shared brief comments from what he learned at the TML region meeting relative to what is expected in the upcoming legislation session.

Mayor Hayden also offered brief comments relative to the upcoming legislative session.

Deputy Mayor Pro Tem Webb suggested that around mid – late September the Town bring together neighboring communities consisting of elected officials (mayor and two elected officials, as well as city management), to discuss the upcoming legislative session, and to seek areas where common ground can be found for the purpose of presenting a unified strategy.

F. TOWN MANAGER'S REPORT

Update and discussion on:

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

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

- FM 1171 to I-35W anticipated to be open with substantial completion by Sept. 2016
- Twin Coves

2. Update and discussion on Economic Development projects.

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

- Announcement of new restaurants coming to Lakeside DFW, The Pines, and Parker Square
- Innovate Flower Mound entrepreneurial center update

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

Mr. Stathatos gave an update on town hall and the library as follows:

- TIRZ Board meeting scheduled for August 9
- Mr. Stathatos, Mr. Parr, Mr. Wood, Mr. Meredith, or Ms. Scott responded to the following questions from Council:
- Request for an update on the Forest Vista reconstruction
- Request for an update on moving the Farmer's Market to Parker Square
- What does it take to have a wet/dry election for the sale of alcohol in the Town

G. FUTURE AGENDA ITEMS

Deputy Mayor Pro Tem asked that staff look at the Town's ordinances to see if they would recommend any changes prior to a wet/dry election or petition. There was Council consensus to do so in anticipation of a wet/dry election.

Mr. Meredith provided a statement of fact as it relates to the approach in regulating businesses that may sell alcoholic beverages.

Mayor Hayden suggested staff hold off in doing the work now given the 5,000+ signatures required, and to wait until an actual valid petition is brought forward.

Councilmember J. Webb requested a future agenda item to discuss a new bus for

the seniors, and there was Council consensus to do so as part of the upcoming budget discussions.

H. COORDINATION OF CALENDARS

1. Mayor Hayden announced that the next Town Council work session is scheduled for Thursday, August 11th and the next regular meeting is scheduled for Monday, August 15th.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on July 18, 2016.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on July 18, 2016.

2. Consider approval of canceling the January 2, 2017, regular meeting of the Town Council.

RECOMMENDATION: Move to approve cancelling the January 2, 2019, regular meeting of the Town Council.

3. Consider approval of rescheduling the January 16, 2017, regular meeting of the Town Council to Tuesday, January 17, 2017.

RECOMMENDATION: Move to approve rescheduling of the January 16, 2017, regular meeting of the Town Council to January 17, 2017.

4. Consider approval of a resolution casting the Town of Flower Mound's vote for Brandon Barth as a member of the Board of Managers of the Denco Area 9-1-1 Emergency Communications District for a two-year term beginning October 1, 2016.

RECOMMENDATION: Move to approve a resolution casting the Town of Flower Mound's vote for Brandon Barth as a member of the Board of Managers of the Denco Area 9-1-1 Emergency Communications District for a two-year term beginning October 1, 2016.

5. Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2016, and ending September 30, 2017, subject to renewal for an additional one-year term; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2016, and ending September 30, 2017, subject to renewal for an additional one-year term; and authorize the Mayor to execute same on behalf of the Town.

6. Consider approval of an ordinance establishing the 2016 certified appraisal roll.

RECOMMENDATION: Move to approve an ordinance establishing the 2016 certified appraisal roll.

7. Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2016, and ending September 30, 2017.
RECOMMENDATION: Move to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2016, and ending September 30, 2017.
- 8.-9. *Items 8 and 9 were moved from consent to regular items at the request of Councilmember McDaniel.*
10. Consider approval of a resolution authorizing the adoption of the Program Year 2016 Action Plan for Housing and Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
RECOMMENDATION: Move to approve a resolution authorizing the adoption of the Program Year 2016 Action Plan for Housing and Community Development, which is required under Flower Mound's Community Development Block Grant; and authorize the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
11. Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 15, 2016, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 19, 2016, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
RECOMMENDATION: Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District move to schedule a public hearing for August 15, 2016, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget, and schedule a meeting for September 19, 2016, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
12. Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 15, 2016, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 19, 2016, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
RECOMMENDATION: Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District move to schedule a public hearing for August 15, 2016, on the Flower Mound Crime Control and Prevention District budget, and schedule a meeting for September 19, 2016, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
13. Consider approval of an Interlocal Cooperation Agreement with Denton County for

the assessment and collection of ad valorem taxes for the period beginning October 1, 2016 and ending September 30, 2017, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2016, and ending September 30, 2017, subject to renewal for an additional one-year term; and authorize the Mayor to execute same on behalf of the Town.

14. Consider approval of a professional services agreement with Sawko & Burroughs, P.C. for the collection of outstanding Class C misdemeanor capias warrants and delinquent municipal fines, utility bills and miscellaneous receivables, and authorization of Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a professional services agreement with Sawko & Burroughs, P.C. for the collection of outstanding Class C misdemeanor capias warrants and delinquent municipal fines, utility bills and miscellaneous receivables, and authorization of Mayor to execute same on behalf of the Town.

15. Consider approval of Change Order No.1 with Basic IDIQ Inc., for the Western Operations and Maintenance Facility (Temporary Fire Station No.6), in the amount of \$35,526.32; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve Change Order No.1 with Basic IDIQ Inc., for the Western Operations and Maintenance Facility (Temporary Fire Station No.6), in the amount of \$35,526.32; and authorize the Mayor to execute same on behalf of the Town.

16. Consider approval of the Professional Services Agreement with Kleinfelder Central, Inc., for the materials testing associated with the second section of the FM 2499 12-Inch Water Line Phase III project, in the amount of \$19,689.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the Professional Services Agreement with Kleinfelder Central, Inc., for the construction materials testing associated with the second section of the FM 2499 12-Inch Water Line Phase III project, in the amount of \$19,689.00; and authorize the Mayor to execute same on behalf of the Town.

17. Consider approval of a Permit to Operate and Maintain Facilities within Trinity River Authority of Texas (TRA) Easement, and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the Permit to Operate and Maintain Facilities within Trinity River Authority of Texas (TRA) Easement, and authorize the Mayor to execute same on behalf of the Town.

Mayor Pro Tem Bryant moved to approve by consent Items 1 – 7; 10 - 17. Councilmember Jason Webb seconded the motion. Each item, as approved by consent, is restated above

along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

J. REGULAR ITEMS

Mayor Hayden opened items 8 and 9 at the same time.

8. Consider accepting the submission of the notice of an effective tax rate of \$0.415129 per \$100 assessed valuation and a rollback tax rate of \$0.439548 per \$100 assessed valuation for the fiscal year beginning October 1, 2016, and ending September 30, 2017.

Councilmember McDaniel indicated he requested items 8 and 9 be pulled simply to bring it forward so the citizens would be informed of these upcoming items.

Ms. Wallace responded to questions from Council as follows:

- Is this consistent with the rate from the previous year

Councilmember McDaniel moved to accept the submission of the notice of an effective tax rate of \$0.415129 per \$100 assessed valuation and a rollback tax rate of \$0.439548 per \$100 assessed valuation for the fiscal year beginning October 1, 2016, and ending September 30, 2017. Deputy Mayor Pro Tem Bryan Webb seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

9. Consider proposing a maximum tax rate of \$0.4390 per \$100 valuation for the fiscal year beginning October 1, 2016, and ending September 30, 2017; scheduling the August 15, 2016, public hearings on the budget and tax rate, September 6, 2016, public hearing on the tax rate, and scheduling the September 19, 2016, adoption of said budget and tax rate; with each meeting to be held at 6:00 p.m., at Town Hall, located at 2121 Cross Timbers Road.

Councilmember McDaniel moved to propose a maximum tax rate of \$0.4390 per \$100 valuation for the fiscal year beginning October 1, 2016, and ending September 30, 2017; scheduling the August 15, 2016, public hearings on the budget and tax rate, September 6, 2016, public hearing on the tax rate, and scheduling the September 19, 2016, adoption of said budget and tax rate; with each meeting to be held at 6:00 p.m., at Town Hall, located at 2121 Cross Timbers Road. Mayor Pro Tem Bryan Webb seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

18. Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2016, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Consultant Presentation

John Martin, Hilltop Securities

Mr. Martin summarized the projects and process for issuing the bonds.

Deputy Mayor Pro Tem Webb moved to approve an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2016, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

Mayor Hayden opened items 19, 20, and 21 at the same time.

19. Public Hearing to reconsider a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. *(The Planning and Zoning Commission recommended denial by a vote of 3 to 2 at its March 14, 2016, meeting.) (This item was denied by the Town Council at its April 4, 2016, meeting.)*

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- The items were re-noticed
- Detailed location
- Land use and zoning
- Photos of the existing site
- Concept plan

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

- Background information as to why the items are coming back before Council for consideration
- Was one of the trees partially topped due to power lines
- Clarification regarding property owners rights as it relates to removing trees

- What are the consequences or penalties if the trees don't survive
- Is the nearby neighborhood of Woodlake Estates medium or high density
- Clarification regarding the land use definition of medium and high density
- Options as it relates to the trees after development

There was Council discussion as follows:

- Deputy Mayor Pro Tem Webb provided an explanation as to why he requested the item come back
- Concerns regarding the number of lots
- Various compromise options that would allow the trees to be saved, including mitigation
- Objectivity versus subjectivity in making decisions
- How saying no allows the property owner to do as they wish with the trees
- How the rights of the property owner as it relates to the trees was not fully understood at the time this item was originally heard
- How the choice is between an additional lot or saving trees
- Tree mitigation allows the Town to hold the developer accountable
- Compromise is a factor in working toward a fair and reasonable solution
- How the greater good is one extra house and preserving the trees

Reginald Rembert, Rembert Custom Builders

Mr. Rembert responded to questions from Council or offered comments as follows:

- Could the trees be saved under the current master plan? If not, why
- What are the average lots sizes
- Concerns about the claw back on the x lot
- Would the trees be preserved in a 5-lot plan (if that was acceptable)
- How many lots would it be if stayed at medium density
- What would a 5 lot option versus a 4 lot option look like
- They have no intentions of circumventing the system
- Efforts being made to save the trees

Property owners Felipe and Belinda Delgado, 2601 Rembert Dr, were present for any questions.

Mayor Hayden opened the Public Hearing for items 19, 20, and 21 at 7:40 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
	Christopher Cleveland, 2607 Spinks Rd.	
	Janvier Scott, 2829 Bob White Ln	

Mayor Hayden closed the Public Hearing for items 19, 20, and 21 at 7:45 p.m.

Deputy Mayor Pro Tem Bryan Webb moved to approve a request for a Master Plan Amendment (MPA15-0013 –Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and adopt an ordinance providing for said amendment. Mayor Pro Tem Bryant seconded the motion.

There was Council Discussion as follows:

- If approved, could the developer come back and say they are going to do 5,000 sf lots
- Future zoning change approval requirements (majority versus supermajority of votes)
- Clarification regarding the language of the 5 lot limitation

VOTE ON MOTION:

Motion passed

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

NAYS: GELBMAN

20. Public Hearing to reconsider a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rembert Drive and west of Long Prairie Road. *(The Planning and Zoning Commission recommended denial of the companion Master Plan Amendment (MPA15-0013) by a vote of 3 to 2 at its March 14, 2016, meeting; therefore, its recommendation for the subject zoning amendment was also denial.) (This item was denied by the Town Council at its April 4, 2016, meeting.)*

Deputy Mayor Pro Tem Bryan Webb moved to approve a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and subject to the 5 lot layout plan as presented on August 4, 2016, and adopt an ordinance providing for said amendment. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: GELBMAN

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

Deputy Mayor Pro Tem Bryan Webb moved to approve the requested permit to remove two (2) specimen trees on property proposed for development as Parkside at Woodlake, Ph. 2.

The property is generally located south of Rembert Drive and west of Long Prairie Road. Mayor Pro Tem Bryant seconded the motion.

There was Council Discussion as follows:

- This is being done because the alternative is that the Town will lose at least 3, if not 4, of those specimen trees
- By going this route the Town will have mitigation as opposed to none with no replacement of the trees

VOTE ON MOTION:

Motion passed

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

NAYS: GELBMAN

22. Discuss and consider Charter amendments as recommended by the Charter Review Commission on July 21, 2016, or as otherwise directed, and to be presented as ballot items for Flower Mound voter consideration at the November 8, 2016, election.

Staff Presentation

Ms. Scott gave a presentation identifying or noting:

- Overview of the four proposed Charter amendment items staff is still needing direction on

Administrative Note: Direction was provided on other proposed Charter items at the July 21, 2016 Council meeting.

There was Council discussion on the four proposed Charter amendments, with an in depth discussion on the pros and cons of each, including responses and comments from Ms. Scott or Mr. Meredith on the following items:

1. Steps in processing charter violations
2. Three year terms lengths and the associated transition plan
3. Term limits
4. Percentage requirements for recall, referendum, initiative

There was general Council consensus with direction offered on the following proposed Charter amendment items:

- Clean up the Charter and repeal the PALS Board language
- For the steps in processing Charter violations, proceed as presented; however, remove the text about the accused member not having the option to vote, and for step two, make it clear that the complaint is brought forward at the next "regular" Council meeting
- Present Three-year term lengths, with a drawing to take place for Places 1, 3, and 5 to decide who gets the 2 two year terms, and who gets the 3rd year term
- Keep the term limits at two full terms of 6 years, with a term limit reset to two additional full terms of 6 years should a member of Council run for Mayor
- For petition percentage requirements for a recall, a change from needing

signatures from 15% of the registered voters on the date of the last regular election to 50%+1 of total votes cast for that councilmember and all of his/her opponents in the last election he/she was a candidate; which would also apply to someone who was appointed during the transition period

- For petition percentage requirements for a referendum and initiative, a change from needing signatures from 15% of the registered voters on the date of the last regular election to 5% of the registered voters on the date of the last regular election, and shall be submitted by the governing body of the Town to a vote of the people at the next general municipal election

K. BOARDS/COMMISSIONS (Executive Conference Room)

Discuss and consider interview and application process, including whether or not to schedule interviews with existing members.

Ms. Scott summarized the process used in the past and sought input from Council relative to interest in continuing that process.

After some discussion on this subject, there was general Council consensus to continue with the meet and greet process and to invite existing members with term expirations, or if they have interest in serving on another board, with the understanding Council reserves the right to have additional one-on-one interviews if needed at a later time.

L./M. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 9:32 p.m. on Thursday, August 4, 2016, 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, and reconvened into an open meeting at 9:41 p.m. on Thursday, August 4, 2016, to take action on the items as follows:

- a. Smith Family Real Estate, Ltd. Property Acquisition.

Deputy Mayor Pro Tem Bryan Webb moved to approve a Contract of Sale for the purchase of approximately 1.00 acre of property from the Smith Family Real Estate, Ltd for a purchase price of \$240,000.00 plus closing costs and authorize the Mayor to execute the Contract of Sale on behalf of the Town. Authorize the Town Manager, or his designee, to pay all costs and execute all necessary documents associated with the purchase of the property. Councilmember Jason Webb seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

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

No action taken.

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

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Pro Tem Bryant adjourned the meeting at 9:43 p.m. on Thursday, August 4, 2016, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 05

CONSENT ITEM

DATE: August 15, 2016

FROM: Julie Taylor, Director of Treasury Operations *Jat*

ITEM: 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.

BACKGROUND INFORMATION: The procurement process requires that 100% of funding be available before funds can be encumbered for the award of contracts. This reimbursement resolution will allow staff to satisfy the funding requirements prior to the issuance of debt under federal tax law.

The Town plans to issue debt during fiscal year 2016-2017 to fund architectural, engineering and other preliminary costs related to the construction of approximately 42,000 sq. foot Town Hall. In order to begin this project prior to the issuance of debt, it is necessary to pass this resolution declaring intent to reimburse expenditures. The proposed reimbursement resolution provides the funding source to satisfy the procurement requirements for the projects as included on the fiscal year 2015-2016 Five-Year Capital Improvement Program ("CIP").

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,700,000

Proposed Expenditure:	Account Number(s):
\$1,700,000	To satisfy the funding requirements and begin the capital project prior to the issuance of debt under federal tax law.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed resolution. This standard reimbursement resolution was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Resolution

RECOMMENDATION: Move 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.

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

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, 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.

WHEREAS, the Town of Flower Mound, Texas, (the "Town") intends to issue debt to fund architectural, engineering and other preliminary costs related to the construction of an approximately 42,000 square foot Town Hall (the "Project"); and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Town must declare its expectation to make such reimbursement; and

WHEREAS, the Town desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

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

SECTION 1

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

SECTION 2

The Town reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Town, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$1,700,000.

SECTION 3

Hilltop Securities Inc. is hereby authorized and directed to prepare, or cause to be prepared, any and all documents including, but not limited to, an Official Statement associated with the issuance, sale and delivery of the obligations, the proceeds of which will provide financing of the Project.

SECTION 4

This Resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS 15TH DAY OF AUGUST, 2016.**

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 06

REGULAR ITEM

DATE: August 15, 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: Debra Wallace, Deputy Town Manager/CFO *DW*

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. 07

REGULAR ITEM

DATE: August 15, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

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

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

The Fiscal Year 2016-2017 Crime District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 29, 2016. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 11, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 08

REGULAR ITEM

DATE: August 15, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

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

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

The Fiscal Year 2016-2017 Fire District Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 29, 2016. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 11, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 09

REGULAR ITEM

DATE: August 15, 2016

FROM: Kay Wilkinson, Budget and Grants Manager

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

BACKGROUND INFORMATION: The Town is required by Section 102.006 of the Texas Local Government Code and Section 9.07 of the Town Charter to hold a public hearing on the proposed budget. During the public hearing on the proposed budget, all interested persons shall be given an opportunity to be heard for or against any item, or the amount of any item, therein contained.

The Fiscal Year 2016-2017 Proposed Budget was filed with the Town Secretary and distributed to the Town Council on July 29, 2016. The proposed budget is on file for review at Town Hall, the Library, and the Town's internet website. Town Council received a presentation of the proposed budget during the Town Council Work Session on August 11, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: August 15, 2016

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

ITEM: 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.

BACKGROUND INFORMATION: The TIRZ #1 board approved the use of TIRZ funds for the Town Hall at their August 9, 2016 board meeting.

This item is to consider approval of a Professional Services Agreement with Oxley Williams Tharp Architect PLLC., for the design of the Town Hall. This project consists of an approximately 42,000 sq. foot Town Hall and associated site improvements located at the intersection of 1171 and Morriss (same location as existing Town Hall). The project will utilize the Construction Manager at Risk (CMR) delivery method. The Town's desire is to have design complete and construction began by April 2017. Oxley Williams Tharp Architect PLLC. Is the same architect who designed the Senior Center.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$862,500

Proposed Expenditure:	Account Number(s):
\$862,500	505-111-9xxx-5110

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

LEGAL REVIEW: The Town's standard AIA documents, approved 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 document.

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move 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.



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifth day of August in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

and the Architect:
(Name, legal status, address and other information)

Oxley Williams Tharp Architects PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

for the following Project:
(Name, location and detailed description)

Flower Mound Town Hall

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The project consists of an approximately 42,000 square foot Town Hall facility and associated site improvements of approximately 2.5+ acres located generally at the intersection of Cross Timbers Rd. (FM1171) and Morriss Rd.. It is understood that the Owner will utilize the Construction Manager at Risk project delivery method. The initial budget for construction Cost of the Work is estimated at approximately \$11,500,000.00.

The structure will likely be two story and of conventional steel and/or masonry construction. Various options for heating and air conditioning systems will be considered. The program for the building may include a Council Chambers, administrative areas, restrooms, kitchen, meeting rooms, storage and expansion spaces. The Architect will further develop the program with the Owner. It is understood that the Owner prefers the building to be of a design style similar to, and compatible with, other Town of Flower Mound municipal buildings.

The Architect shall assist the Owner with selection of furnishings, fixtures and equipment.

The Architect will prepare three dimensional renderings and other presentation drawings as necessary for approval of the design.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

Init.

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User Notes:

(1735929953)

.1 Commencement of construction date:

The Owner desires to begin construction prior to April 2017. The schedule will be as mutually agreed upon by Owner and Architect.

.2 Substantial Completion date:

As agreed upon by Owner and Construction Manager

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect may adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 per occurrence, \$2,000,000 aggregate.

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$1,000,000 each claim, \$2,000,000 aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information

Init.

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User Notes:

(1735929953)

furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not be exceeded by the Architect or Owner. With the Owner's approval, the Architect may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval, which approval shall not be unreasonably withheld.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6

Init.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals from prospective Construction Managers at Risk; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1

(Paragraphs deleted)

Attending and participating in a pre-bid conference for prospective bidders;

- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .3 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor,

Init.

Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor

that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. Said meeting shall occur at the facility during the eleventh (11th) month after the date of Substantial Completion.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.1 Programming: Architect shall further develop the building program with the Owner

4.1.7 Civil Engineering: Architect shall retain a qualified Civil Engineer to prepare necessary design and construction documents appropriate for the execution of the project to include: Grading Plan, Paving Plan, SWPPP, Drainage Area Map, Water and Sewer Plan, Erosion Control Plan, Miscellaneous Details

4.1.8 Landscape Design: Architect shall retain a qualified Landscape Architect for landscape design for the limits of construction within the site.

4.1.9 Architectural Interior Design: Architect shall prepare the interior layout of the building and select finishes appropriate to the proposed use. The Architect shall present material and color selections to the Owner for approval.

4.1.19 Coordination of Owner's Consultants: Architect shall coordinate with the Owner's audio/visual, telecommunications, data and security consultant.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or the Owner's Construction Manager;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other casualty during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Contractor, or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty Eight (28) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 Unless otherwise indicated in Article 4, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the

Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

(Paragraph deleted)

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

(Paragraph deleted)

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

(Paragraphs deleted)

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect may be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Denton County, Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Eight-Hundred Sixty-Two Thousand Five-Hundred Dollars (\$862,500.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Additional services identified as "Architect provided" in 4.1 have been included in the base compensation identified in 11.1. Compensation for other additional services shall be negotiated at the time of request for additional service.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| To be negotiated at the time of request for additional service.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Thirty	percent (	30	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal	\$145
Project Manager	\$125
Project Architect	\$90
Architectural Technician	\$65

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner beyond the conceptual design renderings prepared for approvals;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

Init.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

The licensing fee shall be calculated by adding 25% of the total fee for the current design phase to the amount due for the percentage complete of that design phase at the time of termination less the initial payment indicated in section 11.10.1. Phases are outlined in section 11.5 and the schedule prepared by the Architect and submitted to the Owner as set forth in section 3.1.3. Any outstanding payments and balances due to the Architect shall be paid prior to the Architect releasing the Instruments of Service.

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

There are no special terms and conditions.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT

(Signature)

Andrew Oxley, Principal

(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:14:52 on 08/02/2016.

PAGE 1

AGREEMENT made as of the Fifth day of August in the year 2016

...

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

...

Oxley Williams Tharp Architects PLLC
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

...

Flower Mound Town Hall

PAGE 2

The project consists of an approximately 42,000 square foot Town Hall facility and associated site improvements of approximately 2.5+ acres located generally at the intersection of Cross Timbers Rd. (FM1171) and Morriss Rd.. It is understood that the Owner will utilize the Construction Manager at Risk project delivery method. The initial budget for construction Cost of the Work is estimated at approximately \$11,500,000.00.

The structure will likely be two story and of conventional steel and/or masonry construction. Various options for heating and air conditioning systems will be considered. The program for the building may include a Council Chambers, administrative areas, restrooms, kitchen, meeting rooms, storage and expansion spaces. The Architect will further develop the program with the Owner. It is understood that the Owner prefers the building to be of a design style similar to, and compatible with, other Town of Flower Mound municipal buildings.

The Architect shall assist the Owner with selection of furnishings, fixtures and equipment.

The Architect will prepare three dimensional renderings and other presentation drawings as necessary for approval of the design.

PAGE 3

The Owner desires to begin construction prior to April 2017. The schedule will be as mutually agreed upon by Owner and Architect.

...

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User Notes:

(1735929953)

As agreed upon by Owner and Construction Manager

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~shall appropriately~~ may adjust the schedule, the Architect's services and the Architect's compensation.

...

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would ~~reasonably appear to~~ compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~

...

\$1,000,000 per occurrence, \$2,000,000 aggregate.

...

\$1,000,000

...

\$1,000,000

...

\$1,000,000 each claim, \$2,000,000 aggregate.

PAGE 4

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall ~~not, except for reasonable cause, not~~ be exceeded by the Architect or Owner. With the Owner's approval, the Architect ~~shall~~ may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's ~~approval~~ approval, which approval shall not be unreasonably withheld.

...

§ 3.2.6 ~~The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

PAGE 5

§ 3.3.2 ~~The Architect shall update the estimate of the Cost of the Work.~~

...

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work.~~

...

~~The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; proposals from prospective Construction Managers at Risk; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

...

- ~~1~~ 1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- ~~2~~ 2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- ~~3~~ 3 organizing and conducting a Attending and participating in a pre-bid conference for prospective bidders;
- ~~4~~ 2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- ~~5~~ 3 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

PAGE 6

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's ~~negligent~~ acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the ~~Owner reasonably~~ Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

PAGE 8

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. Said meeting shall occur at the facility during the eleventh (11th) month after the date of Substantial Completion.

PAGE 9

§ 4.1.1	Programming (B202™–2009)	<u>Architect</u>	
§ 4.1.2	Multiple preliminary designs	<u>Not Provided</u>	
§ 4.1.3	Measured drawings	<u>Not Provided</u>	
§ 4.1.4	Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	<u>Not Provided</u>	
§ 4.1.6	Building Information Modeling (E202™–2008)	<u>Architect</u>	
§ 4.1.7	Civil engineering	<u>Architect</u>	
§ 4.1.8	Landscape design	<u>Architect</u>	
§ 4.1.9	Architectural Interior Design (B252™–2007)	<u>Architect</u>	
§ 4.1.10	Value Analysis (B204™–2007)	<u>Not Provided</u>	
§ 4.1.11	Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12	On-site Project Representation (B207™–2008)	<u>Not Provided</u>	
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	
§ 4.1.14	As-Designed Record drawings	<u>Not Provided</u>	
§ 4.1.15	As-Constructed Record drawings	<u>Not Provided</u>	
§ 4.1.16	Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17	Facility Support Services (B210™–2007)	<u>Not Provided</u>	
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	
§ 4.1.19	Coordination of Owner's consultants	<u>Architect</u>	
§ 4.1.20	Telecommunications/data design	<u>Not Provided</u>	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™–2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24	LEED® Certification (B214™–2012)	<u>Not Provided</u>	
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	
§ 4.1.26	Historic Preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	<u>Owner</u>	

...

4.1.1 Programming: Architect shall further develop the building program with the Owner

4.1.7 Civil Engineering: Architect shall retain a qualified Civil Engineer to prepare necessary design and construction documents appropriate for the execution of the project to include: Grading Plan, Paving Plan, SWPPP, Drainage Area Map, Water and Sewer Plan, Erosion Control Plan, Miscellaneous Details

4.1.8 Landscape Design: Architect shall retain a qualified Landscape Architect for landscape design for the limits of construction within the site.

4.1.9 Architectural Interior Design: Architect shall prepare the interior layout of the building and select finishes appropriate to the proposed use. The Architect shall present material and color selections to the Owner for approval.

4.1.19 Coordination of Owner's Consultants: Architect shall coordinate with the Owner's audio/visual, telecommunications, data and security consultant.

PAGE 10

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner~~ Owner or the Owner's Construction Manager.

...

- .10 Consultation concerning replacement of Work resulting from fire or other ~~cause~~ casualty during construction; or

...

- .5 Evaluating substitutions proposed by the ~~Owner or Contractor~~ Owner, Contractor, or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
 .2 Twenty Eight (28) visits to the site by the Architect over the duration of the Project during construction
 .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time ~~shall~~ may be compensated as Additional Services.

PAGE 11

§ 5.6 ~~The~~ Unless otherwise indicated in Article 4, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

PAGE 12

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, ~~the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect,~~ represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

~~§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.~~

~~§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

PAGE 13

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding.~~

PAGE 14

☒ Litigation in a court of competent jurisdiction

...

§ 8.3 ARBITRATION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect ~~shall~~ may be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules ~~shall~~ may be equitably adjusted.~~

...

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7: termination.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Denton County, Texas.~~

PAGE 15

Eight-Hundred Sixty-Two Thousand Five-Hundred Dollars (\$862,500.00)

...

Additional services identified as "Architect provided" in 4.1 have been included in the base compensation identified in 11.1. Compensation for other additional services shall be negotiated at the time of request for additional service.

...

To be negotiated at the time of request for additional service.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

PAGE 16

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

...

<u>Principal</u>	<u>\$145</u>
<u>Project Manager</u>	<u>\$125</u>
<u>Project Architect</u>	<u>\$90</u>
<u>Architectural Technician</u>	<u>\$65</u>

...

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the ~~Owner~~ Owner beyond the conceptual design renderings prepared for approvals;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

PAGE 17

The licensing fee shall be calculated by adding 25% of the total fee for the current design phase to the amount due for the percentage complete of that design phase at the time of termination less the initial payment indicated in section 11.10.1. Phases are outlined in section 11.5 and the schedule prepared by the Architect and submitted to the Owner as set forth in section 3.1.3. Any outstanding payments and balances due to the Architect shall be paid prior to the Architect releasing the Instruments of Service.

...

~~§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

10 % per anum

...

There are no special terms and conditions.

PAGE 18

Andrew Oxley, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Andrew Oxley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:14:52 on 08/02/2016 under Order No. 7790424924_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)



DATE: August 15, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: 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 and Zoning Commission recommended approval by a vote of 5 to 0 at its August 8, 2016, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. A letter of acknowledgement from the adjacent property owner to the north, 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. Letter of Acknowledgement

DRAFT MOTION: Move 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.

PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: August 8, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **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. The property is generally located west of Indian Trail and south of Rolling Hills.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the request is to rezone the subject property consisting of Lot 14, Lot 13, and a portion of Lot 12 from Single-Family District-10 (SF-10) to Single-Family Estate (SF-E) uses to allow construction of an approximately 1,000-square-foot accessory building that is permitted under the SF-E zoning district. Under the current SF-10 zoning, the maximum square footage allowed for an accessory building is 750 square feet. The requested SF-E zoning allows a maximum of 1,500 square feet for accessory buildings. Other than reducing the square footage of the accessory building to comply with SF-10 regulations, the only option for the property owner to construct a 1,000-square-foot accessory building is to rezone the property to a zoning district that allows the larger accessory building.

The combined acreage of all three lots is 1.51 acres and is over the minimum one acre required under the SF-E zoning. The property owner also owns approximately one acre of land zoned Water Recreation (WR) that is located to the west of Lots 13 and 14. If this rezoning request receives approval from the Town Council, a replat application to consolidate all the lots under common ownership will be brought forward for Planning and Zoning Commission consideration. The combined acreage after the replat will be approximately 2.5 acres which will be in conformance with the Master Plan.

The record plat for Franklin Hills was originally approved in 1959 by the Denton County Commissioner Court. The property located to the north of the subject

property and the lot located to the east of Indian Trail is a part of the Franklin Hills subdivision and zoned for SF-10 uses. The property located to the south of the subject property is a large tract of land zoned for Agricultural uses.

Due to unavailability of Town sewer service in the western part of the Town and State Law requirements to allow On-Site Sewage Facilities (OSSF) on existing lots less than two acres in size, residential lots in older subdivisions like Roanoke Hills and Franklin Hills are served by OSSF. Upon approval of the rezone and replat requests, the zoning cannot be reversed or the property be further subdivided as it would violate the Town's OSSF requirements.

III. CORRESPONDENCE

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

IV. ATTACHMENTS

A. Background Information

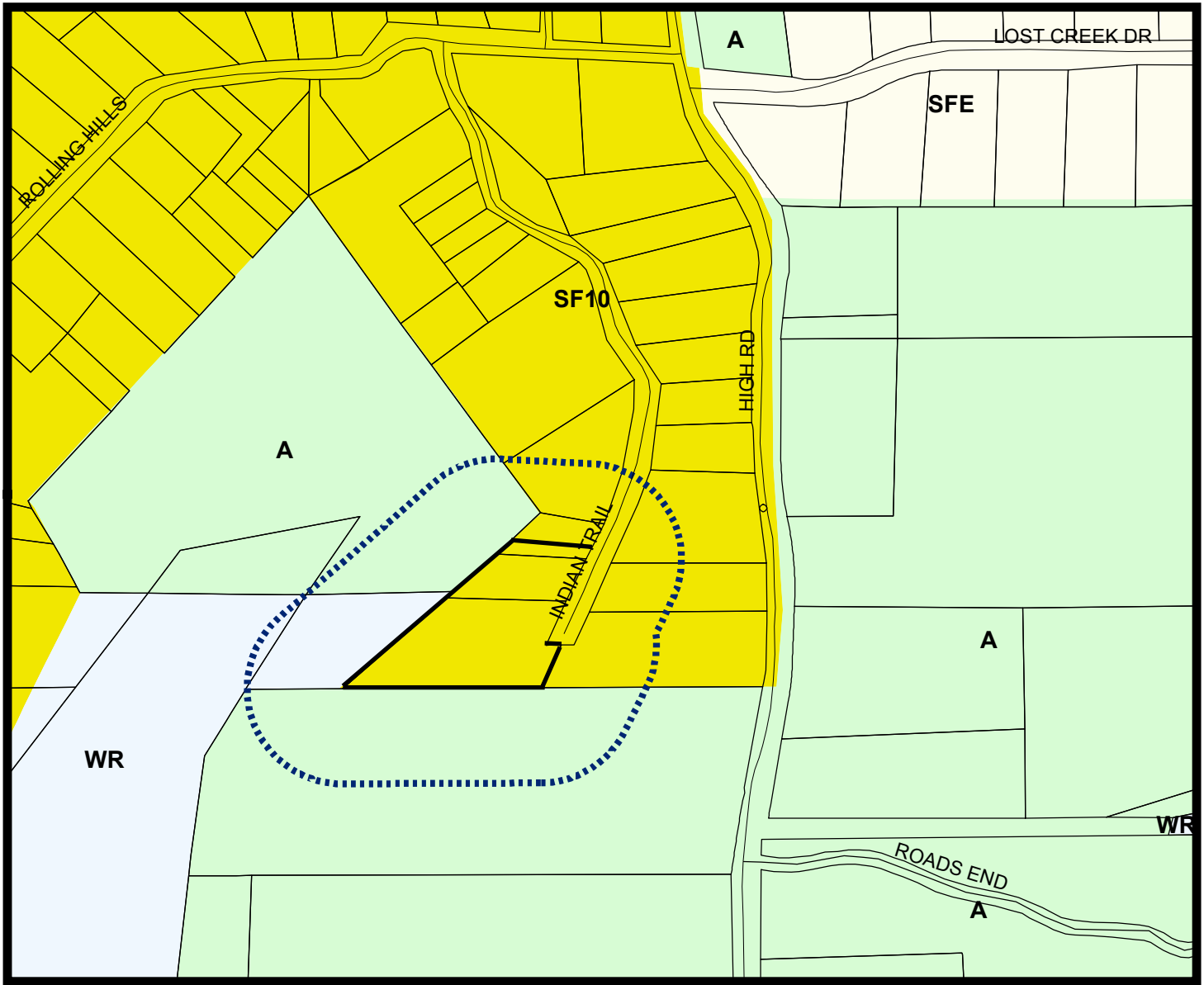
1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Zoning Exhibit

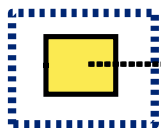
Vicinity Map

Reference Project: Z16-0004

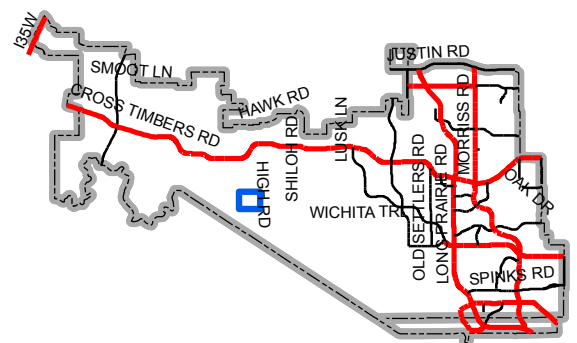
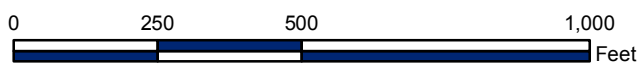


LEGEND

	Agriculture		Single Family 10		Single Family Estate		Water Recreation
--	-------------	--	------------------	--	----------------------	--	------------------



200 ft Notification Buffer around Property



Map Location



Arthur Surveying Co., Inc.
Professional Land Surveyors

P.O. Box 54 ~ Lewisville, Texas 75067
Office: (972) 221-9439 ~ Fax: (972) 221-4675

7/18/2016

RE: Rezoning Application for 3205 Indian Trail

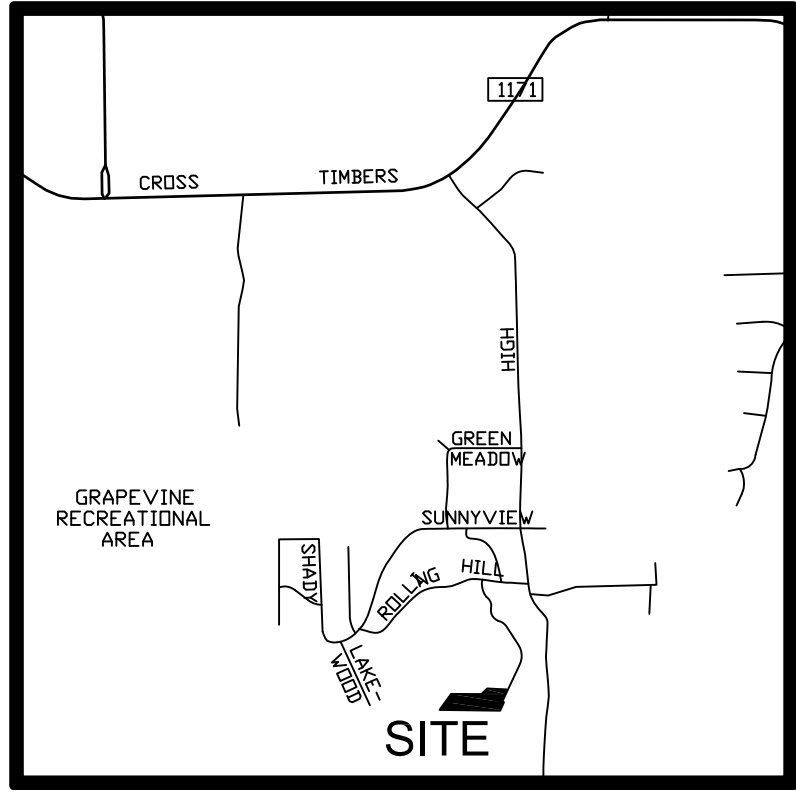
Please accept this letter, on behalf of our clients, as an explanation of the Rezoning application attached hereto. We are submitting for approval a Rezoning application of Lots 13, 14, and a portion of Lot 12, Block C, Franklin Hills Addition, an addition to the Town of Flower Mound, Denton County, Texas.

The subject property is currently zoned SF-10. Total acreage for the current site is 1.513 acres. The proposed zoning is SF-E. The purpose of the zoning change is to allow construction of an accessory building as permitted by SF-E standards.

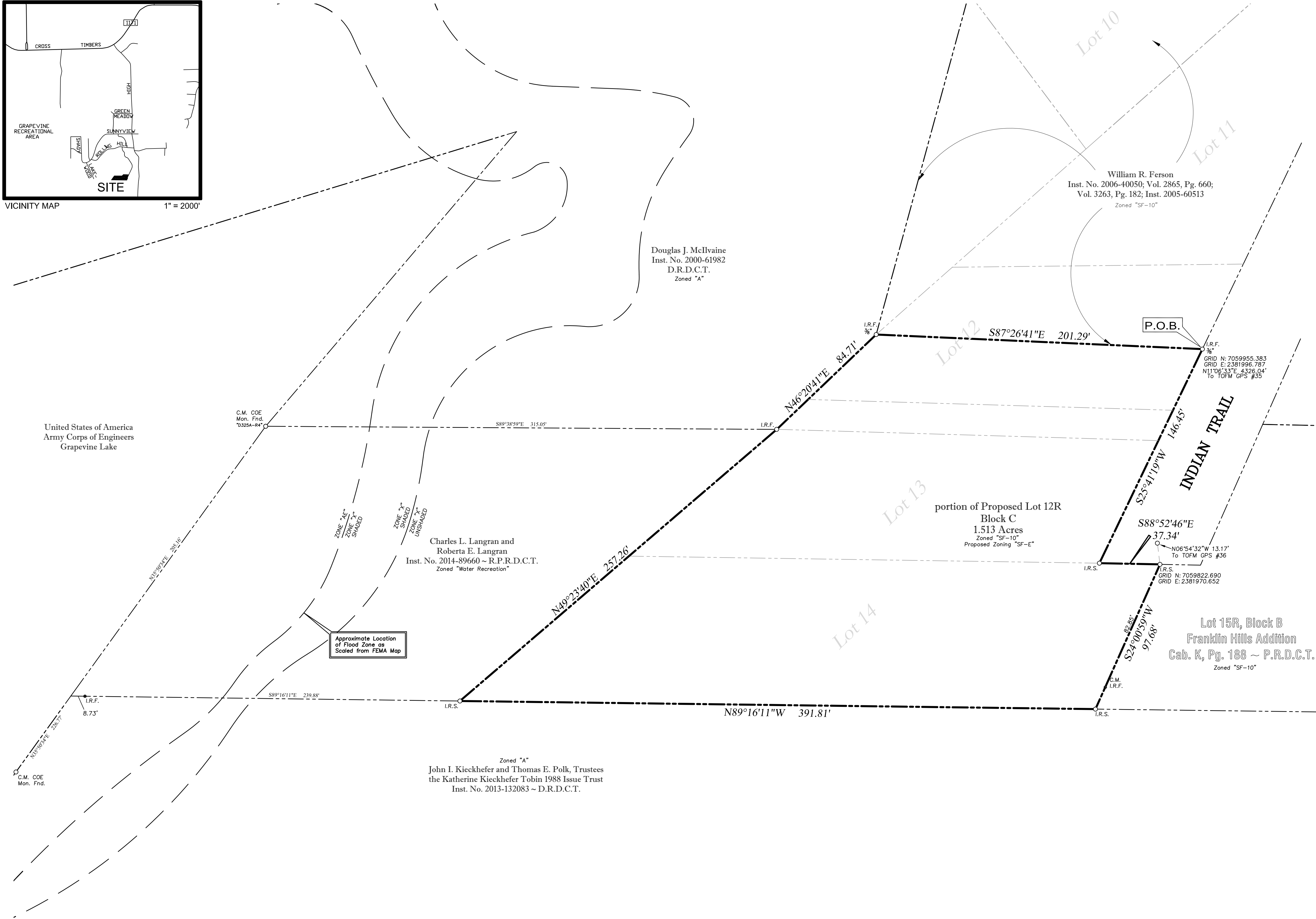
If you have any other questions or concerns regarding this application please feel free to contact me.

Respectfully,


Jack Barton, S.I.T.
Arthur Surveying Company



VICINITY MAP 1" = 2000'



State of Texas §
County of Denton § Owner's Certificate and Dedication
§

WHEREAS Charles and Roberta Langran are the owners of a 1.513 acre tract of land situated in the J. Phillips Survey, Abstract Number 10019, Town of Flower Mound, Denton County, Texas, being a portion of Block C (including all of Lots 13 and 14, and a portion of Lot 12), of Franklin Hills, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof, as recorded in Volume 2, Page 114, of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found for the most northerly northeast corner of the herein described tract in the east line of said Lot 12, same being the southeast corner of a tract of land described by deed to William R. Ferson, as recorded under Instrument Number 2006-40050, D.R.D.C.T., also being in the northwest line of Indian Trail;

THENCE South 25 degrees 41 minutes 19 seconds West, with the northwest line of said Indian Trail and partially with the east line of said Lot 12, passing the southeast corner thereof, continuing on said course for a total distance of 146.45 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner, same being the southeast corner of said Lot 13, also being in the north line of said Lot 14;

THENCE South 88 degrees 52 minutes 46 seconds East, with the north line of said Lot 14 and the south line of said Indian Trail, a distance of 37.34 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner, same being the northeast corner of said Lot 14, also being the most westerly northwest corner of Lot 15R, in Block B, of Franklin Hills Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof, as recorded in Cabinet K, Page 188, P.R.D.C.T.;

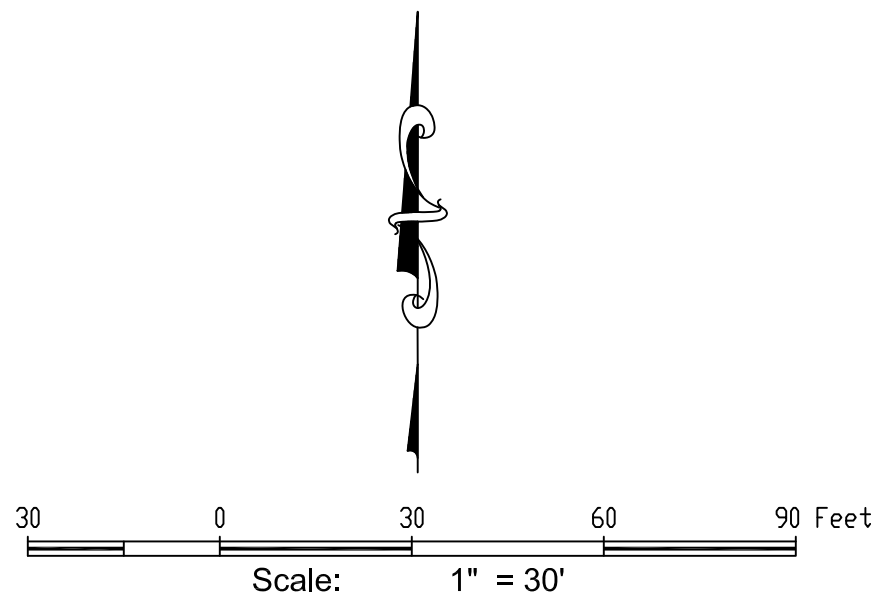
THENCE South 24 degrees 00 minutes 59 seconds West, with the east line of said Lot 14 and the west line of said Lot 15R, passing at a distance of 82.85 feet to a 1/2 inch iron rod found, continuing on said course for a total distance of 97.68 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner in the north line of a tract of land described by deed to John I. Kieckhefer and Thomas E. Polk, Trustees of the Katherine Kieckhefer Tobin 1988 Issue Trust, as recorded under Instrument Number 2013-132083, D.R.D.C.T., same being the common southerly corner of said Lots 14 and 15R;

THENCE North 89 degrees 16 minutes 11 seconds West, with the north line of said Kieckhefer tract and with the south line of said Lot 14, a distance of 391.81 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner, same being the southwest corner of said Lot 14;

THENCE North 49 degrees 23 minutes 40 seconds East, with the west line of said Block C, a distance of 257.26 feet to a 1/2 inch iron rod found for corner, same being the northwest corner of said Lot 13, also being the southeast corner of a tract of land described by deed to Douglas J. McIlvane, as recorded under Instrument Number 2000-61982, D.R.D.C.T.;

THENCE North 46 degrees 20 minutes 41 seconds East, with the east line of said McIlvane tract and the west line of said Block C, a distance of 84.71 feet to a 3/8 inch iron rod found for corner in the west line of said Block 12, same being the southwest corner of said Ferson tract;

THENCE South 87 degrees 26 minutes 41 seconds East, with the south line of said Ferson tract, a distance of 201.29 feet to the **POINT OF BEGINNING** and containing 1.513 acres of land, more or less.



MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conserv. Dev. District
Specific Plans	None
Urban Design Plan	N/A
Parks and Trails	No required trail in proposed zoning area
Thoroughfare Plan	Cross Timbers Rd. (FM 1171 – Major Arterial) High Rd. (Rural Collector)
Water Plan	8" within High Rd.
Wastewater	Unsewered Area

RESIDENTIAL LOT CRITERIA		
	EXISTING (SF-10)	SF-E
Min. Lot Area	10,000 sq. ft.	43,560 sq. ft.
Min. Lot Width	70'	150'
Min. Front Yard BL	25'	40'
Min. Rear Yard BL	25'	20'
Min. Side Yard BL	10'	20'
Max. Lot Coverage	40%	25%
Min. Floor Area	1,800 sq. ft.	2,400 sq. ft.
Max. Building Height	3 Stories or 35'	3 Stories or 35'

NOTES

- No portion of subject property appears to lie within a Special Flood Hazard Area according to the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 480777 0520 G, present effective date of map April 18, 2011, herein property is situated within Zone "AE", Zone "X" (Shaded), and Zone "X" (Unshaded).
- All iron rods found are 1/2 inch unless otherwise noted. All iron rods set are 1/2 inch with a yellow cap stamped "Arthur Surveying Company".
- Bearings shown hereon are based on Texas State Plane Coordinate System, North Central Zone, NAD83 (US Feet) with a combined scale factor of 1.00015063.

OWNER
Charles and Roberta Langran
3205 Indian Trail
Flower Mound Texas, 75022

Arthur Surveying Co., Inc.
Professional Land Surveyors
(972) 221-9439 ~ Fax (972) 221-4675
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75057 ~ TFRN No: 10063800
Established 1986
www.arthursurveying.com

ZONING EXHIBIT
3205 Indian Trail
Being Lots 13, 14, and a portion of
Lot 12, Block C, Franklin Hills, an addition to the
Town of Flower Mound, Denton County, Texas
as recorded in Vol. 2, Pg. 114, P.R.D.C.T.

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 1.513 ACRES BEING A PORTION OF LOT 12 AND ALL OF LOTS 13 AND 14, BLOCK C, OF THE FRANKLIN HILLS ADDITION FROM SINGLE-FAMILY DISTRICT-10 (SF-10) TO SINGLE-FAMILY ESTATE DISTRICT (SF-E) IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 1.513 acres being a portion of Lot 12 and all of Lots 13 and 14, Block C, of the Franklin Hills Addition, has filed an application for a Zoning amendment to change the zoning from Single-Family District-10 (SF-10) to Single-Family Estate District (SF-E) for said property; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 8, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 15, 2016, with respect to the Zoning amendment described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning amendment 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 as shown below:

1.513 acres being a portion of Lot 12 and all of Lots 13 and 14, Block C, of the Franklin Hills Addition, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Single-Family Estate District (SF-E) as depicted in the zoning exhibit attached as Exhibit "B" hereto.

SECTION 2

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 zoning, as set forth above.

SECTION 3

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 4

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 5

Any person, firm or corporation who violates any provision of this Ordinance or of the concept plan 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 6

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 7

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 8

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

WHEREAS Charles and Roberta Langran are the owners of a 1.513 acre tract of land situated in the J. Phillips Survey, Abstract Number 1019, Town of Flower Mound, Denton County, Texas, being a portion of Block C (including all of Lots 13 and 14, and a portion of Lot 12), of Franklin Hills, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof, as recorded in Volume 2, Page 114, of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found for the most northerly northeast corner of the herein described tract in the east line of said Lot 12, same being the southeast corner of a tract of land described by deed to William R. Ferson, as recorded under Instrument Number 2006-40050, D.R.D.C.T., also being in the northwest line of Indian Trail;

THENCE South 25 degrees 41 minutes 19 seconds West, with the northwest line of said Indian Trail and partially with the east line of said Lot 12, passing the southeast corner thereof, continuing on said course for a total distance of 146.45 feet to a ½ inch iron rod with yellow cap stamped “Arthur Surveying Company” set for corner, same being the southeast corner of said Lot 13, also being in the north line of said Lot 14;

THENCE South 88 degrees 52 minutes 46 seconds East, with the north line of said Lot 14 and the south line of said Indian Trail, a distance of 37.34 feet to a ½ inch iron rod with yellow cap stamped “Arthur Surveying Company” set for corner, same being the northeast corner of said Lot 14, also being the most westerly northwest corner of Lot 15R, in Block B, of Franklin Hills Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof, as recorded in Cabinet K, Page 188, P.R.D.C.T.;

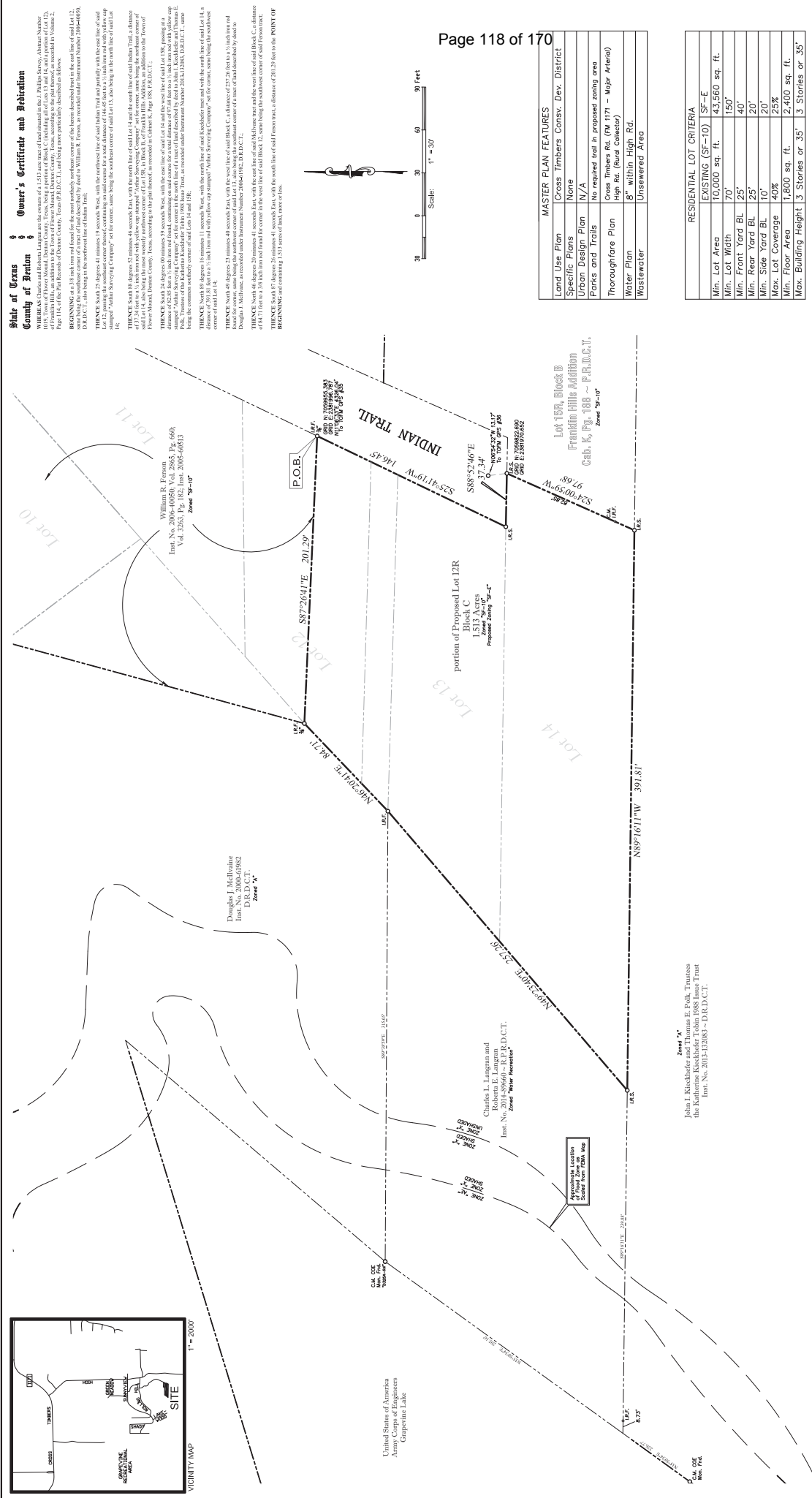
THENCE South 24 degrees 00 minutes 59 seconds West, with the east line of said Lot 14 and the west line of said Lot 15R, passing at a distance of 82.85 feet a ½ inch iron rod found, continuing on said course for a total distance of 97.68 feet to a ½ inch iron rod with yellow cap stamped “Arthur Surveying Company” set for corner in the north line of a tract of land described by deed to John I. Kieckhefer and Thomas E. Polk, Trustees of the Katherine Kieckhefer Tobin 1988 Issue Trust, as recorded under Instrument Number 2013-132083, D.R.D.C.T., same being the common southerly corner of said Lots 14 and 15R;

THENCE North 89 degrees 16 minutes 11 seconds West, with the north line of said Kieckhefer tract and with the south line of said Lot 14, a distance of 391.81 feet to a ½ inch iron rod with yellow cap stamped “Arthur Surveying Company” set for corner, same being the southwest corner of said Lot 14;

THENCE North 49 degrees 23 minutes 40 seconds East, with the west line of said Block C, a distance of 257.26 feet to a ½ inch iron rod found for corner, same being the northwest corner of said Lot 13, also being the southeast corner of a tract of land described by deed to Douglas J. McIlvane, as recorded under Instrument Number 2000-61982, D.R.D.C.T.;

THENCE North 46 degrees 20 minutes 41 seconds East, with the east line of said McIlvane tract and the west line of said Block C, a distance of 84.71 feet to a 3/8 inch iron rod found for corner in the west line of said Block 12, same being the southwest corner of said Ferson tract;

THENCE South 87 degrees 26 minutes 41 seconds East, with the south line of said Ferson tract, a distance of 201.29 feet to the **POINT OF BEGINNING** and containing 1.513 acres of land, more or less.



MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conserv. Dev. District
Specific Plans Plan	None
Urban Design Plan	N/A
Parks and Trails	No required trail in proposed zoning area
Thoroughfare Plan	Cross Timbers Rd. (FM 171 - Major Arterial)
Water Plan	High Rd. (Burd Collector)
Wastewater	8" within High Rd.
	Unsewered Area

RESIDENTIAL LOT CRITERIA	
Min. Lot Area	EXISTING (SF=10) SF=E
Min. Lot Width	10,000 sq. ft. 43,560 sq. ft.
Min. Front Yard BL	70' 150'
Min. Rear Yard BL	25' 40'
Min. Side Yard BL	10' 20'
Max. Lot Coverage	40% 25%
Min. Floor Area	1,800 sq. ft. 2,400 sq. ft.
Max. Building Height	3 Stories or 35' 3 Stories or 35'

Charles Lee Williams, Jr.
3205 Indian Trail
Flower Mound, Texas 75022

Arthur Surveying Co., Inc.
Professional Land Surveyors
1001 W. Street, Suite 200
Flower Mound, Texas 75022
Lic. No. 1001000000

Charles Lee Williams, Jr.
3205 Indian Trail
Flower Mound, Texas 75022

Arthur Surveying Co., Inc.
Professional Land Surveyors
1001 W. Street, Suite 200
Flower Mound, Texas 75022
Lic. No. 1001000000

ZONING EXHIBIT

3205 Indian Trail
Being Lots 13, 14, and a portion of
Lot 12, Block C, Franklin Hills, an addition to the
Town of Flower Mound, Denton County, Texas
as recorded in Vol. 2, Pg. 114, P.R.D.C.T.

NOTES

1. No portion of subject property appears to lie within a Special Flood Hazard Area according to the Federal Emergency Management Agency's Flood Insurance Rate Study (FIRI) for Denton County, Texas, dated April 18, 2011, herein referred to as "FIRI".
2. All areas with flood are 1/2 inch unless otherwise noted. All areas with flood are 1/2 inch with a yellow cap stamped with a combined scale factor of 1:600,000.
3. Boundary surveying company.
4. Surveyed and recorded in Texas State Public Records System, North Central Zone, NAD83 (US Foot) with a combined scale factor of 1:600,000.

2025-01-01 10:00:00 AM Page 118 of 170



Arthur Surveying Co., Inc.
Professional Land Surveyors

P.O. Box 54 ~ Lewisville, Texas 75067
Office: (972) 221-9439 ~ Fax: (972) 221-4675

August 3, 2016

RE: Replat – Lot 12R and 13R, Block F-2, Franklin Hills

I, William R. Ferson, am the owner of the north portion of Lot 12, Block C of Franklin Hills located at 3213 Indian Trail, Flower Mound, TX, 75022.

I am aware of the replatting and rezoning that is in process with south portion of Lot 12 and all of Lot 13, Block C of Franklin Hills. This letter is to inform the Town of Flower Mound that I will not be participating in the replat or rezoning for Town project numbers Z16-0004 and RP16-0013.

Respectfully,

William R. Ferson

William R. Ferson
Owner



DATE: August 15, 2016

FROM: Doug Powell, Executive Director of Development Services

ITEM: 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.)*

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

ATTACHMENTS:

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

DRAFT MOTION: Move to approve a request for rezoning (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.

PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: August 8, 2016

FROM: Doug Powell, Executive Director of Development Services

ITEM: **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. The property is located at 1500 Cross Timbers Road.**

I. ITEM SUMMARY

There are no outstanding issues associated with this request.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to amend the Planned Development (PD) standards for Parker Square to allow for a farmer's market. Earlier this year, the Town of Flower Mound amended the Land Development Regulations in order to allow a farmer's market to operate on any Town-owned property and to amend the definition to match state regulations. The Town Council directed staff to proceed with this amendment to allow for establishing a farmer's market at the Town Hall site. This market was intended to only be temporary until the planned farmer's market site at The River Walk at Central Park was opened.

The overwhelming success of the Town Hall farmer's market has led to efforts to find a bigger site with adequate parking. The majority owners of the Parker Square development have offered a location (attached) to enable the existing use to move. Currently, the PD for Parker Square does not allow the use of a farmer's market on site. This request will amend the zoning of the development to allow for a farmer's market in keeping with the provisions of Section 98-980 of the Code of Ordinances.

Finally, a farmer's market located at Parker Square is intended to be temporary in nature, and the use will have to be appropriately licensed by the Town staff.

III. CORRESPONDENCE

The Town Code requires 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 amendments. At the time this report was written, staff had received no correspondence regarding the request.

IV. ATTACHMENTS

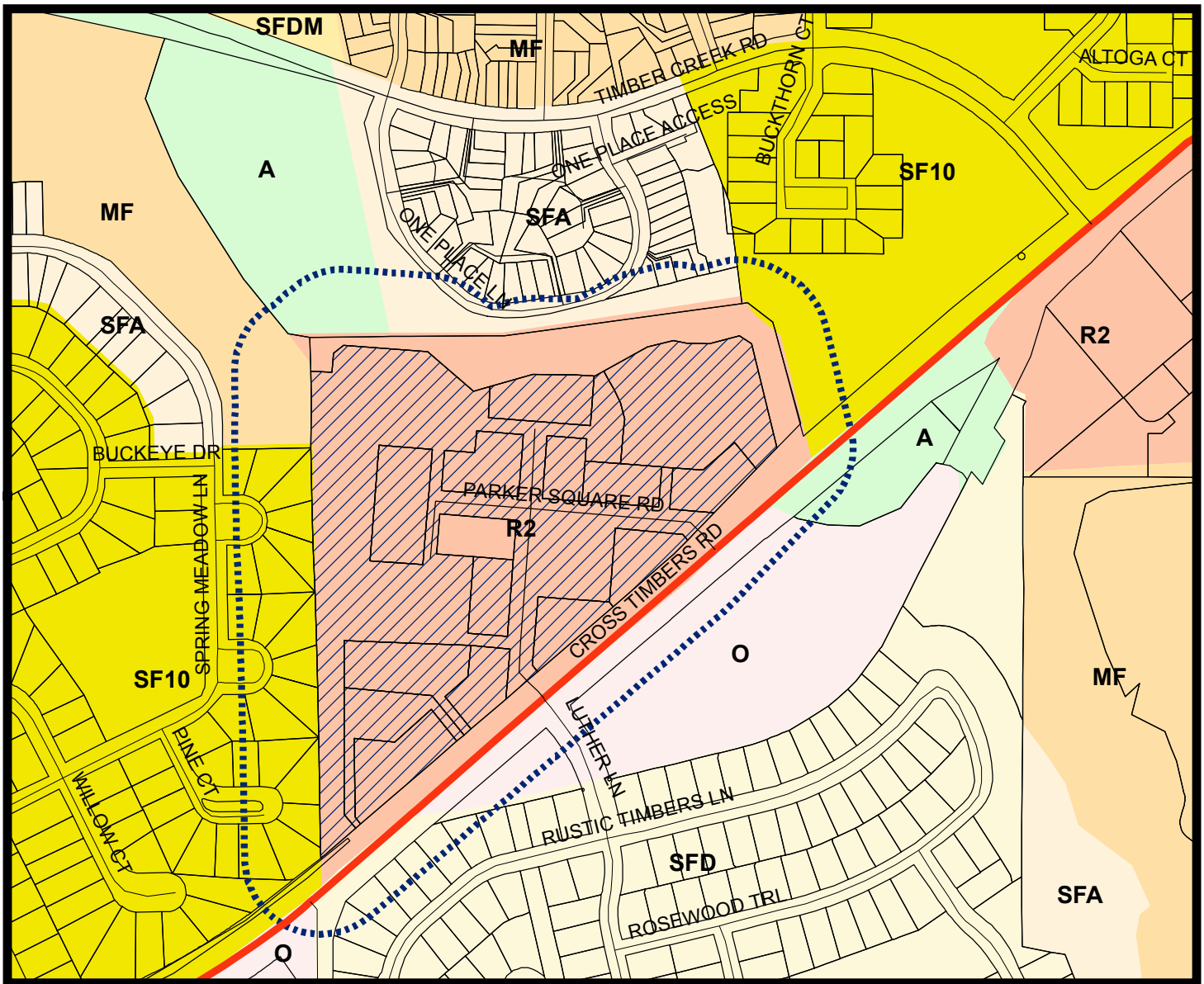
A. Background Information

1. Vicinity Map
2. Letter of Intent



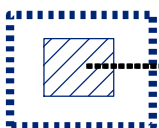
Vicinity Map

Reference Project: ZPD16-0010



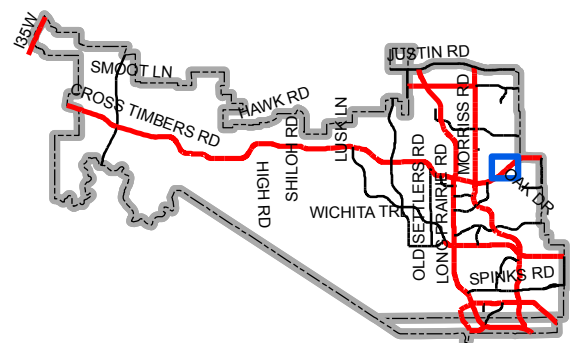
LEGEND

	Agriculture		Retail 2		Single Family 10		Office		Multi-Family
	Mixed Use		Single Family Attached		Single Family Density Medium		Single Family Density		

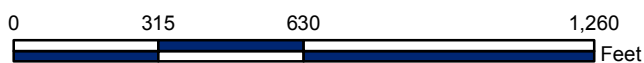


Subject Property

200 ft Notification Buffer around Property



Map Location



PARKER ASSETS I, LLC

*2050 Hall Johnson Road, Suite 210
Grapevine, Texas 76051
Phone (817)442-5039*

July 23, 2016

Town of Flower Mound
Planning Services
1001 Cross Timbers Road, Suite 2330
Flower Mound, TX 75028

RE: Farmers Market at Parker Square - Buildings 300, 400, 600, 800, and 900 Consent Letter

To Whom It May Concern:

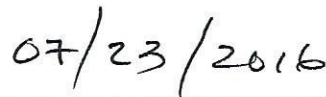
Parker Assets I, LLC, property owner of buildings 300, 400, 600, 800, and 900 and of future building site 100 and eastern parking site at Parker Square in Flower Mound, Texas, is requesting an amendment to the existing planned development zoning to include the ability to host a temporary, weekly farmers market on the Parker Square property. The site is presently zoned PD24 and is approximately 3 acres in total. The market will not come in phases. An attached tentative site layout plan is included in this letter of intent.

A third-party will be responsible for the management of the event; however, the property owner, Parker Assets I, LLC, has done and will continue to do due diligence in seeking support and consensus with tenants operating on the property and acknowledges to subscribe to the ordinances and regulations of the Town of Flower Mound in its operation.

Parker Assets I, LLC
2050 Hall Johnson Road, Suite 210
Grapevine, TX 76051

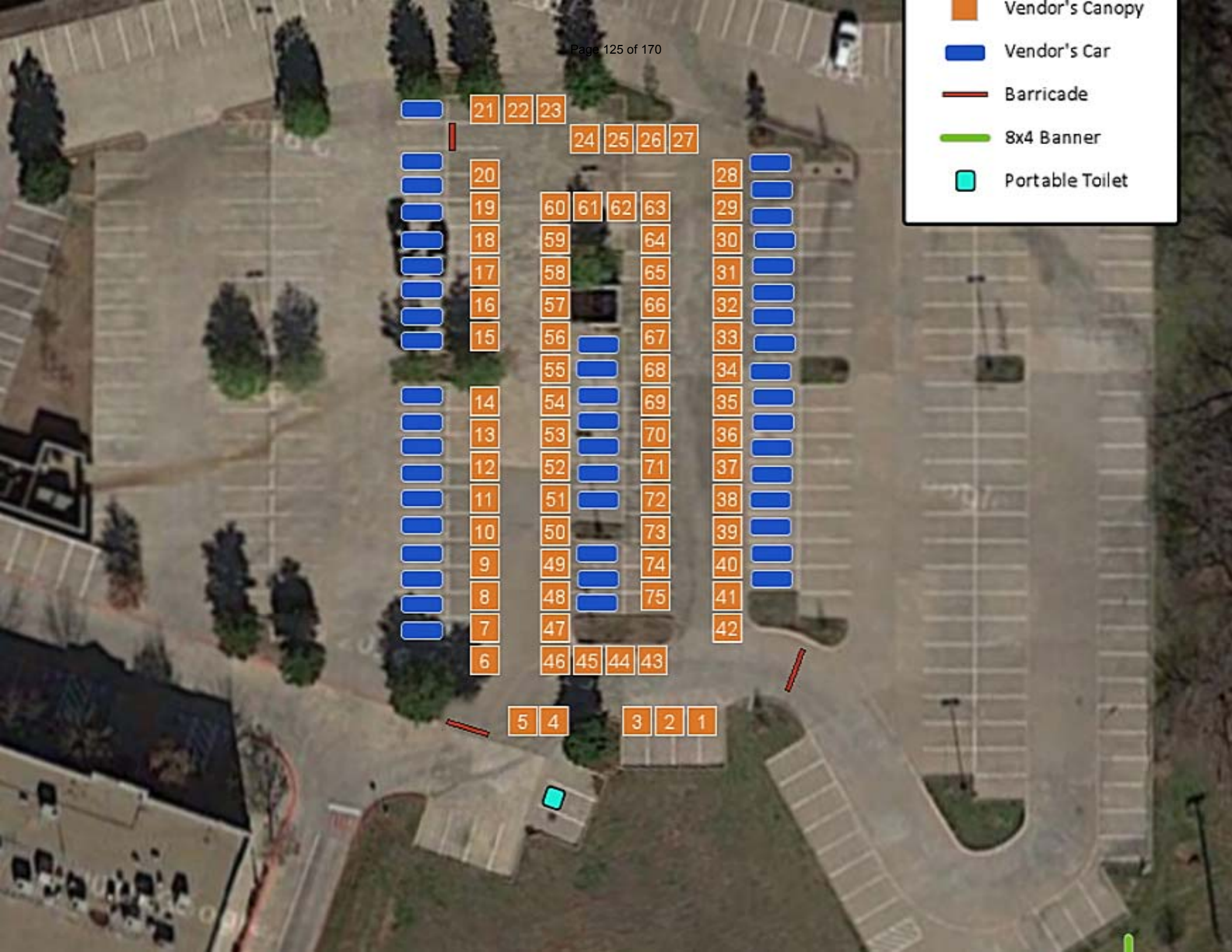


By: Curtis H. Shore, Manager/Partner



Date

-  Vendor's Canopy
-  Vendor's Car
-  Barricade
-  8x4 Banner
-  Portable Toilet



TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING EXHIBIT "B," ENTITLED "DEVELOPMENT STANDARDS PARKER SQUARE," OF PLANNED DEVELOPMENT DISTRICT NO. 24 (PD-24) TO ADD "FARMER'S MARKET" AS A PERMITTED USE ON APPROXIMATELY 24.56 ACRES OF LAND BEING ALL OF THE PARKER SQUARE ADDITION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, an application for a Zoning Planned Development amendment to amend Planned Development District No. 24 (PD-24) to add "Farmer's Market" as a permitted use has been filed for the property described as the Parker Square Addition; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on August 8, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 15, 2016, with respect to the Zoning Planned Development amendment described herein; and

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property.

WHEREAS, the Town Council finds that the amendment 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 as shown below:

24.56 acres of land being all of the Parker Square Addition, Denton County, Texas.

Exhibit "B," entitled "Development Standards Parker Square," for Planned Development District No. 24, (PD-24), as amended, is hereby amended in part to add "Farmer's Market" as a permitted use.

SECTION 2

The use of the property described above shall be subject to all applicable regulations contained in PD-24, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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 4

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 5

Any person, firm or corporation who violates any provision of this Ordinance or of the concept plan 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 6

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 7

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 8

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



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: August 15, 2016

FROM: Theresa Scott, Town Secretary

ITEM: 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.

BACKGROUND INFORMATION: The Charter Review Commission (CRC) was appointed by Council on March 21, 2016. The CRC had 7 meetings, with most of them taking place at Town Hall. All meetings were open to the public and televised. The CRC began with items as charged by Council, and was open to hearing suggested item from the public, as well as coming up with some of their own.

The CRC Chair, Jody Smith, presented their final report to Council at the July 18th meeting. Council direction was provided on recommended items, as well as some Council initiated items, on July 18, 2016 and August 4, 2016.

The Town Charter was adopted on November 3, 1981, and has been amended five times (1985, 1989, 2004, 2007, and 2012).

In total, there are eight (8) ballot measures to propose to the voters for the November 8, 2016 election, as follows:

1. Three year Council terms, term limits, and filling vacancies. (§3.01, §3.02, §3.03.1)
2. Qualifications of office relating to employees and removal of preempted language regarding forfeiture of Town employment for running for office. (§3.02.1, §5.04)
3. Adopting a procedure for forfeiture from office and expulsion from office, and revisions to voting threshold for expulsion from office for interfering with Town staff. (§3.02.3, §3.09)
4. Publication of Ordinances. (§3.07)
5. Procedure for removal of judge. (§4.04.1)
6. Recall, initiative and referendum. (§6.02, §7.04, §7.05, § 7.15)
7. Delete PALS reference. (§8.04)
8. Filing of budget and inter-department fund transfers. (§9.10, §9.14)

FISCAL IMPACT: The cost for conducting a November election, which includes contracting with Denton and Tarrant County, required publications, and language translation services, is estimated at \$8,164.

Finance Review by: N/A

LEGAL REVIEW: Bryn Meredith, Town Attorney, prepared the draft ordinance.

ATTACHMENTS:

1. Draft Ordinance

RECOMMENDATION: If an election is desired, the recommended motion would be:

Move 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.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VOTERS; PROVIDING AN ESTIMATE OF ANTICIPATED FISCAL IMPACT; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 9.004 of the Local Government Code allows for Charter Amendments to be submitted to the qualified voters of a home rule municipality; and,

WHEREAS, it is the desire of the Town Council to call a special election to submit proposed amendments to the Town Charter to the voters in accordance with Section 9.004 of the Local Government Code; and,

WHEREAS, Section 9.004(b) of the Local Government Code requires the election to be held on a uniform election date; and,

WHEREAS, Section 41.001 of the Election Code establishes the second Tuesday in November as a uniform election date, and the Town Council has determined that date sufficient in time to comply with the requirements of the law;

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

**SECTION 1
CHARTER AMENDMENT ELECTION CALLED**

The Town Council does hereby, on its own motion, order a special election to submit to the voters of the Town of Flower Mound proposed amendments to the Town Charter. The proposed amendments to the Town Charter are set forth in Exhibit "A" attached to this ordinance and incorporated herein for all purposes and are hereby approved by the Town Council for submission to the voters. The election shall be conducted according to the laws of the State of Texas, and shall be held on Tuesday, November 8, 2016, from 7:00 a.m. to 7:00 p.m.

**SECTION 2
BALLOT**

The official ballots for the election shall be prepared in accordance with the Election Code so as to permit the electors to vote "Yes" or "No" on the propositions, with the

ballots to contain such provisions, markings, and language as required by law, and with the propositions to be expressed substantially as set forth in Exhibit "B" attached to this ordinance and incorporated herein for all purposes."

SECTION 3 POLLING PLACES

Voting shall be conducted on Election Day between the hours of 7:00 a.m. and 7:00 p.m. at the following voting places:

Election Day Polling Locations

Denton County	Flower Mound Municipal Court and Police Building 4150 Kirkpatrick Lane Flower Mound, TX 75028
	Flower Mound Fire Station No. 2 4401 Shiloh Rd Flower Mound, TX 75022
	Flower Mound Public Library 3030 Broadmoor Lane Flower Mound, TX 75022
Tarrant County	St. Francis Catholic Church 861 Wildwood Lane Grapevine, TX 76051

Additional Election Day locations will be determined per the Joint Election Agreement and Contract for Election Services with the Denton and Tarrant County Elections Administrators.

SECTION 4 AGREEMENT WITH TARRANT AND DENTON COUNTIES

Prior to the election, the Town anticipates that it will enter into contract agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute contract agreements (the "Agreements") with Denton and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and offer applicable statutes and laws. In the event of a conflict with this Ordinance and the Agreements, the Agreements shall control.

SECTION 5 APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES

Election judges for the election shall be appointed by Denton County and Tarrant County respectively as authorized by Chapter 271, of the Texas Election Code.

SECTION 6 ELECTION OFFICERS

Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The presiding judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The election judge, or the alternative election judge, in the absence of the election judge, and the election clerks shall constitute the early voting ballot board to process early voting results from the election. The election judge, and alternate election judge, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 7 EARLY VOTING

- (a) **EARLY VOTING - DENTON COUNTY:** Lannie Noble is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

Early Voting by personal appearance shall be conducted beginning on October 24, 2016 through November 4, 2016 at the Flower Mound Municipal Court Building, 4150 Kirkpatrick Ln., Flower Mound, Texas or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A101, Denton, Texas on the following days and times:

Date	Time
Oct 24 – Oct 28 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
Oct 29 (Saturday)	7:00 a.m. – 7:00 p.m.
Oct 30 (Sunday)	1:00 p.m. – 6:00 p.m.
Oct 31 – Nov 4 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Additional early voting will be conducted at locations throughout Denton County as established by the Denton County Joint Election Agreement. If there is any discrepancy between this Ordinance and the Agreement as to early voting locations or times, the Agreement shall control.

- (b) **EARLY VOTING - TARRANT COUNTY:** Frank Phillips is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

Early Voting by personal appearance shall be conducted beginning on October 24, 2016, and continuing through November 4, 2016, at the REC of Grapevine, 1175 Municipal Way, Grapevine, Texas or at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
Oct 24 – Oct 28 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
Oct 29 (Saturday)	7:00 a.m. – 7:00 p.m.
Oct 30 (Sunday)	11:00 a.m. – 4:00 p.m.
Oct 31 (Monday)	7:00 a.m. – 7:00 p.m.
Nov 1 – 4 (Tuesday – Friday)	7:00 a.m. – 7:00 p.m.

Additional early voting will be conducted at locations throughout Tarrant County as established by the Tarrant County Joint Election Agreement. If there is any discrepancy between this Ordinance and the Agreement as to early voting locations or times, the Agreement shall control.

- (c) **VOTING BY MAIL – DENTON AND TARRANT COUNTY:** Applications for early voting by mail may be delivered to:

Denton County	Tarrant County
Lannie Noble, Early Voting Clerk P.O. Box 1720 Denton Texas 76202	Frank Phillips Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011

not later than 12 noon or the close of business, whichever is later, on October 28, 2016.

Applications for voting by mail for Denton County can be emailed to elections@dentoncounty.com

Applications for voting by mail for Tarrant County can be emailed to votebymail@tarrantcounty.com

The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

SECTION 8 METHOD OF VOTING

Early voting in Denton and Tarrant County shall be conducted using the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1). All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

SECTION 9 FISCAL IMPACT

If the charter amendments in this ordinance are approved at the election, it is estimated that there will be a fiscal savings impact of \$1400 annually for the Town.

**SECTION 10
SEVERABILITY CLAUSE**

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

**SECTION 11
NOTICE**

(a) Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

(b) Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice of the election shall be published in a newspaper of general circulation in Flower Mound on the same day, in each of two consecutive weeks, with the first publication occurring before the 14th day before the election day. The notice shall contain a substantial copy of the proposed amendments and shall include an estimate of the anticipated fiscal impact to the Town if the amendments are approved.

**SECTION 12
EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after approval.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15th DAY OF
AUGUST, 2016.**

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

EXHIBIT "A"

PROPOSED FLOWER MOUND CHARTER AMENDMENTS

ARTICLE I. FORM OF GOVERNMENT AND BOUNDARIES

§ 1.01. Corporate Name.

The inhabitants of the Town of Flower Mound, County of Denton, Texas, within the corporate limits hereafter set forth, will continue to be incorporated under the name "Town of Flower Mound."

§ 1.02. Form of Government.

The municipal government provided by this Charter shall be known as the "council-manager government." Pursuant to its provisions and subject only to the limitations imposed by the Texas Constitution, the laws of the State of Texas and by this Charter, all powers of the Town shall be vested in an elective council, hereinafter referred to as "the Council," which shall enact local legislation, adopt budgets, determine policies, and appoint the Town Manager, who shall execute the laws and administer the government of the Town. All powers of the Town shall be exercised in the manner prescribed by this Charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance.

§ 1.03. Boundaries.

The boundaries of the Town shall be as they have been established previously and now exist; and which are on file with the Town Secretary.

§ 1.04. Extension of Boundaries.

The boundaries of the Town of Flower Mound may be enlarged and extended by the annexation of additional territory by the manner herein set forth:

(a) The Council shall have the power by ordinance to set the boundary limits of the Town of Flower Mound, Texas, to provide for the alteration and extension of the boundary limits, and to annex additional territory lying adjacent to it whether said territory be inhabited or uninhabited. Should the territory be inhabited, the Council may also, upon a petition signed by a majority of the registered voters in such territory, consider such petition for annexation. The Council shall not consider any petition or act to annex any inhabited territory unless, in the opinion of the Council, the Town of Flower Mound can provide fire and police protection to the territory at the time of annexation. Services not mentioned therein shall be provided at such time as designated by the Town Council.

(b) No annexation ordinance shall be passed unless a public hearing has been held.

(c) The Council of the Town of Flower Mound, Texas, shall provide for such notices and publication of such notices as is required by the laws of the State of Texas.

(d) When any additional territory has been annexed, it shall be a part of the Town of Flower Mound, Texas. The property within the annexed area shall bear its pro rata part of the taxes levied by the Town. The inhabitants thereof shall be entitled to all rights and privileges of other citizens of said Town and shall be bound by the acts, ordinances, resolutions and regulations of the Town.

(e) All powers of annexation of the Town Council are subject to the provisions of the Municipal Annexation Act of the State of Texas, as it may be amended.

§ 1.05. Contraction of Boundaries.

(a) Whenever in the opinion of the Town Council, there exists within the corporate limits of the Town of Flower Mound any territory, either inhabited or uninhabited, not suitable or necessary for Town purposes, or upon a petition signed by a majority of the qualified voters residing in said inhabited territory, the Town Council may, upon a public hearing and by ordinance duly passed, discontinue said territory as part of the Town of Flower Mound.

(b) Any petition and/or ordinance as described above shall specify accurately the metes and bounds of the territory sought to be eliminated from the Town and shall contain a plat designating such territory so that it may be definitely ascertained. When said ordinance has been duly passed, it shall be entered upon the minutes and records of the Town of Flower Mound and from and after the entry of the ordinance, the territory shall cease to be a part of the Town. However, the territory shall still be liable for its pro rata share of any debts incurred while the area was a part of the Town and the Town shall continue to levy, assess and collect taxes on the property within the territory to pay the indebtedness incurred while the area was a part of the Town as though the area had not been excluded from the boundaries of the Town.

ARTICLE II. POWERS OF THE TOWN

§ 2.01. Enumerated Powers Not Exclusive.

The Town shall have the powers which are herein expressly provided as well as all powers that are now or which hereafter may be granted to municipalities by the Constitution or laws of the State of Texas, together with all the implied powers necessary to execute such granted powers.

§ 2.02. General Powers Adopted.

The enumeration of the particular powers of this Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated.

§ 2.03. Eminent Domain.

The Town shall have full right, power and authority to exercise the power of eminent domain when necessary or desirable to carry out any of the powers conferred upon it by this Charter, or by the Constitution or laws of the State of Texas. The power of eminent domain hereby conferred shall include the right of the Town to take the fee and easement in the lands so condemned, and such power and authority shall include the right to condemn public and private property for such purposes. The Town shall have and possess this power of condemnation of property within or without the corporate limits for any municipal or public purposes, even though not specifically enumerated herein or in this Charter.

§ 2.04. Power to Acquire Property for Public Purposes.

The Town of Flower Mound shall have the power to acquire by condemnation either private or public property located inside or outside the corporate limits for public purposes; for the extension, improvement and enlargement of its water system, including riparian rights, water supply reservoirs, standpipes, water sheds, dams, the laying, building, maintenance and construction of water mains and any necessary appurtenances or facilities which will furnish to the inhabitants of the Town an abundant supply of wholesome water; for sewerage plants and systems; rights-of-way for water and sewer lines; parks, playgrounds and schools, hospitals, fire stations, police stations, burial grounds and cemeteries, incinerators or other garbage disposal plants; streets, boulevards and alleys or other public ways; town jails, town halls and other municipal buildings; any right-of-way needed in connection with any property used for any purpose hereinabove named; for the straightening or improving of the channel of any stream, branch or drain and for any other municipal purpose. The procedure to be followed in any condemnation proceeding authorized herein shall be in accordance with the provision of the State law with reference to eminent domain. The provisions of V.T.C.A. Property Code, Chapter 21, shall apply to such proceedings, or such proceeding may be under any

other State law now in existence or that hereafter may be passed governing or relating to the condemnation of land for public purposes by the Town.

ARTICLE III. THE TOWN COUNCIL

§ 3.01. Number, Selection, Term.

The Council shall consist of six members, a Mayor and five (5) Councilpersons, elected from the Town at large, by place or position, in the manner provided in Article V, for a term ~~of two years established below~~ or until their successors have been elected and take office as provided in Article V.

Upon expiration of the terms of the current Mayor and Councilpersons, their successors shall be elected for terms as follows:

The Mayor and Place 4 shall be elected for a term of three (3) years at the 2018 general election and for three (3) year terms thereafter. Place 2 shall be elected for a term of two (2) years at the 2018 general election and for three (3) year terms thereafter.

Place 5 shall be elected for a term of three (3) years at the 2017 general election, and for three (3) year terms thereafter. Place 1 and Place 3 shall be elected for a term of two (2) years at the 2017 general election, and for three (3) year terms thereafter.

§ 3.02. Term Limits.

(a) Except as provided in § 3.02(b) of this Charter, Bbeginning with the Town Council election to be conducted on the second Saturday in May, 2013, neither the Mayor nor any member of the Town Council elected from and after said date shall be elected for more than ~~three-two (32)~~ full consecutive terms ~~of two (2) years each~~ for any place or position on the Town Council.

(b) A person who has served two (2) full consecutive terms as a Councilperson shall be eligible to be elected to the office of Mayor for two (2) full consecutive terms.

§ 3.02.1. Qualifications.

Each member of the Council shall be a qualified voter of the Town, shall be twenty-one (21) years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable, have been a resident of the Town for at least one (1) year prior to election date, shall not be employed by the Town, and shall hold no other public office except that of Notary Public or a member of the National Guard, military reserve or Coast Guard reserve. An employee of the Town who is elected to a place on Town Council shall immediately forfeit employment with the Town upon taking office in accordance with Article V of this Charter.

§ 3.02.2. Forfeiture of Office.

A councilperson shall forfeit his office if he:

(1) Lacks at any time during his term of office any qualifications for the office prescribed by this Charter or by Texas law; or

(2) Is convicted in any court of (1) a felony, or (2) a Class A or Class B misdemeanor, or (3) a crime involving moral turpitude, or

(3) Fails to attend three (3) consecutive regular meetings of the Council without first being excused by the Council; or

- (4) Willfully violates any express prohibition of this Charter.

§ 3.02.3. Procedure for Expulsion or Forfeiture of Office.

The Town Council shall employ the following procedure when there is an allegation that a member of Council has forfeited his or her office or is subject to expulsion from office pursuant to the terms of this Charter. The procedure set forth herein shall not be required when a member of Council is convicted in any court of (1) a felony, or (2) a Class A or Class B misdemeanor. The procedure shall be as follows:

(1) A written sworn complaint must be filed by a member of Council and presented to the Mayor. If the complaint is made against the Mayor, the complaint shall be submitted to the Mayor Pro Tem or Deputy Mayor Pro Tem. A copy of the complaint shall be presented to the charged member of Council.

(2) The complaint shall be brought forward at the next regular Council meeting so that the Council may decide if the complaint should be placed on a future agenda in accordance with Council rules of procedure. The Mayor Pro Tem or Deputy Mayor Pro Tem shall serve as the presiding officer if the Mayor is charged by complaint.

(3) With the support of a majority of the members of the Council, the complaint shall be placed on a future agenda and the Council shall hold a public hearing related to the complaint. The individual charged by complaint shall be notified of the date set for public hearing related to the complaint.

(4) After closing the public hearing, an affirmative vote of at least three-fourths (3/4) of all members of the Town Council shall be required to find the charged Councilperson or Mayor guilty of the allegations as charged in the complaint and to find that the Councilperson or Mayor has forfeited his or her office or is expelled from his or her office in accordance with the terms of this Charter.

(5) If the charged Councilperson or Mayor is found not guilty, the presiding officer shall enter judgment accordingly.

(6) If a Councilperson or Mayor forfeits his or her office or is expelled from his or her office, the Councilperson or Mayor shall not be eligible for reelection to any Town office for two (2) years after the date of forfeiture or expulsion.

§ 3.03. Council to be Judge of Election, Qualifications.

The Town Council shall be judge of the election and qualification of its own members and other elected officials of the Town.

§ 3.03.1. Vacancies.

(a) In the event a vacancy occurs in the office of Mayor or Councilperson, the vacancy shall be filled in accordance with this section.

(b) Except as provided herein, a vacancy on the Town Council for an office with a three-year term must be filled by a special election held in accordance with the requirements of the Texas Constitution. In the event a vacancy occurs on the Council for an unexpired term of twelve (12) months or less the Council may call a special election to fill the vacancy, or by majority vote of the Council, appoint a replacement to fill the vacancy.

(c) The office of Mayor or Councilperson shall become vacant upon death, resignation or removal from office in any manner authorized by law or by this Charter.

(d) The following shall apply to Town Council offices with two-year terms:

(1a) If a member of the Council shall announce candidacy or become a candidate for election to any public office other than the specific office then held when the unexpired term of the office then held exceeds one (1) year, he shall forfeit his office or place on the Council as of the date of the next regular municipal election.

~~(2b) The office of Mayor or Councilperson shall become vacant upon death, resignation or removal from office in any manner authorized by law or by this Charter.~~

(2e) A single vacancy in the Council shall be filled within thirty (30) days of the occurrence of the vacancy by a majority vote of the remaining members of the Council by selection of a person qualified for the position as described in this Charter. This appointee shall serve until the position can be filled at the next regular Town election.

(3d) When more than one vacancy shall develop at any one time, a special election shall be called by the Council for the next date available under the Texas Election Code to fill the vacancies in the same manner as described herein for regular elections. However, if the vacancies occur within ninety (90) days of a regular election, then no special election shall be called and remaining Councilpersons shall appoint qualified persons to fill the vacancies until the regular election.

(4e) Notwithstanding any other provision of this Charter to the contrary, if at any time the membership of the Council is reduced to less than four (4), the remaining members may by majority action appoint additional members to raise the membership to four (4). These appointees shall serve until the positions can be filled at the next regular or special Town election.

§ 3.04. Compensation.

The Mayor and members of the Town Council of Flower Mound shall serve without pay or compensation; provided, however, that they shall be entitled to reimbursement of any necessary expenses incurred in the performance of their official duties, when approved by the Council.

§ 3.05. Mayor.

The Mayor shall preside over the meetings of the Council and perform such other duties consistent with the office as may be imposed by this Charter and by ordinances and resolutions passed in pursuance thereof. The Mayor may participate in the discussion of all matters coming before the Council and shall have a casting vote in case of a tie vote. The Mayor shall sign, after authorization by the Council, all contracts, conveyances made or entered into by the Town and all bonds, warrants and any other obligations issued under the provisions of this Charter, in the manner prescribed in the ordinance authorizing the signing of any such obligation. The Mayor may delegate to the Town Manager the authority to sign all contracts not to exceed Fifteen Thousand Dollars (\$15,000.00), or any such lesser amount as may be approved by the Town Council. The Mayor shall be recognized as the official head of the Town by the courts for the purpose of serving civil process, by the Governor for the purpose of enforcing military law, and for all ceremonial purposes.

§ 3.06. Mayor Pro Tem.

The Town Council, at its first meeting after election of Councilpersons, shall elect one of its members as Mayor Pro Tem, and this person shall perform all the duties of the Mayor in the absence or disability of the Mayor. The Council shall also elect one of its members as Deputy Mayor Pro Tem, and this person shall perform all the duties of the Mayor in the absences or disabilities of the Mayor and Mayor Pro Tem.

§ 3.07. Powers of the Council.

All powers of the Town and the determination of all matters of policy shall be vested in the Town Council. Without limitation of the foregoing and among the other powers that may be exercised by the Town Council, the following are hereby enumerated for greater certainty:

- (a) Appoint and remove a Town Manager as hereinafter provided;
- (b) Establish, create, consolidate, or abolish administrative departments and distribute the work of divisions;
- (c) Adopt the budget of the Town;
- (d) Authorize the issuance and sale of bonds by a bond ordinance;
- (e) Inquire into the conduct of any office, department or agency of the Town and make investigations as to municipal affairs;
- (f) Provide for such additional boards and commissions, not otherwise provided for in this Charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by Town ordinance, or by State law;
- (g) Adopt and modify the zoning plan, and a building code, including electrical and plumbing codes, of and for the Town; and to require building permits;
- (h) Adopt and modify the official map of the Town. (The official map is and shall be maintained by the Town Secretary, in the Town Hall in the Town of Flower Mound, Texas);
- (i) Adopt, modify and carry out plans proposed by the Town Planning and Zoning Commission for the clearance of slum districts and rehabilitation of blighted areas;
- (j) Adopt, modify and carry out plans proposed by the Town Planning and Zoning Commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster;
- (k) Regulate, license and set the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the Town;
- (l) Provide for the establishment and designation of fire limits, and prescribe the kind and character of buildings or structures or improvements to be erected therein; and provide for the erection of fireproof buildings within said limits; and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard, and prescribe the manner of their removal or destruction, within said limits;
- (m) Determine the salaries and compensation of the Town officers and employees and set up qualifications, rules and standards of and for employees for the Town;
- (n) Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system and provide the penalties for failure to make sanitary sewer

connections;

(o) Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges. To define nuisances and to prohibit same, and provide penalties for violations;

(p) Provide for all necessary public utilities and set fees and charges therefor and provide penalties for misuses of same;

(q) Exercise exclusive dominion, control and jurisdiction (including the right to close and abandon streets and alleys) in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the Town; and provide for the improvement of same as provided in V.T.C.A. Transportation Code, Chapter 313, as now or hereafter amended;

(r) Address and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the Town of Flower Mound;

(s) To require bonds, both special and general, of all contractors and others constructing or building for the Town, and set up standards, rules and regulations therefor;

(t) To pass ordinances defining and prohibiting misdemeanors and vagrancy and provide penalties for violations;

(u) To provide and/or arrange for any and all civil defense measures and public shelter measures for the Town of Flower Mound, Texas, and for the citizens thereof, deemed necessary for the public welfare;

(v) To exercise, or delegate to the Mayor, extraordinary and total executive powers on a temporary basis during the existence and duration of any major public disaster, for the public welfare;

(w) To name and designate an Official Newspaper for the Town of Flower Mound, Texas and to publish ordinances where required by law~~cause only the caption of duly enacted ordinances to be published except as provided otherwise by law.~~

§ 3.08. Meetings of the Council.

The Council shall hold at least two (2) regular meetings a month for at least seven (7) months and a minimum of one meeting during each of the other five (5) months at a time to be set by it for such regular meetings and may hold as many other meetings as may be necessary for the transaction of the business of the Town. All regular meetings shall be held at the Town Hall or at such other places within town limits as will permit the attendance of the general public. All meetings will be held in accordance with the Open Meetings Act of the State of Texas.

§ 3.08.1. Special Meetings.

The Mayor or any three (3) members of the Council may call special meetings by giving notice to the Town Secretary who shall notify each member of the Council of the time of such meeting and purpose thereof. Only matters mentioned in the call shall be considered.

§ 3.08.2. Rules of the Council.

The Council shall determine its own rules of procedure. It shall cause and require the Town Secretary to keep a permanent record or journal of the minutes of these meetings.

§ 3.08.3. Quorum.

A majority of the Council, not including the Mayor, shall constitute a quorum to do business. A number less than a quorum may adjourn from time to time and compel the attendance of absent members. If the Council is reduced to less than three (3) members on account of vacancies, the remaining members shall constitute a quorum for the sole purpose of calling an election. The vote upon the passage of all ordinances and resolutions shall be taken by "Ayes" and "Nays" and entered upon the minutes. Every ordinance and resolution upon its final passage shall be authenticated by the signature of the presiding officer and the Town Secretary.

§ 3.08.4. Nepotism.

No person related within the second degree by affinity or third degree by consanguinity to the Mayor or any member of the Council or the Town Manager shall be appointed to any paid office, position, clerkship or other service of the Town.

§ 3.09. Council Not to Interfere in Town Manager Appointments and Removals.

Neither the Town Council nor any of its members shall direct or request the appointment or removal of any person from office by the Town Manager or by any of his subordinates. However, the Council may consult and advise with the Town Manager, make inquiry regarding the appointments or removals, and may express their opinion in regard thereto. In regard to administrative and executive duties under the Town Manager, the Council and its members shall deal solely through the Town Manager, either publicly or privately. Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute misconduct and shall authorize the Council ~~by a vote of the majority of its membership~~ to expel such offending member of the Council in accordance with the procedure set forth in §3.02.3. of this Charter~~if found guilty after public hearing~~, and thereby create a vacancy in the place held by such member.

§ 3.10. Rules of Procedure.

The Council shall by ordinance determine its own rules and order of business. The rules shall provide that citizens of the Town shall have a reasonable opportunity to be heard at any meeting. The Council shall provide for the minutes to be taken and a record made of all meetings by the Town Secretary. Such minutes shall be a public record. Three (3) Councilmembers shall constitute a quorum for the purpose of transaction of business and no action of the Council shall be valid or binding unless adopted by the affirmative vote of three (3) or more members of the Council.

§ 3.10.1. Effect on Ordinances, Resolutions.

All ordinances and resolutions of the Town now in existence and not inconsistent with the provisions of the Charter shall remain in full force and effect until altered, amended or repealed.

§ 3.11. Bonds for Employees.

The Town Manager and the Town Secretary and such other Town officers and employees as the Town Council may require shall, before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the Town Council payable to the Town of Flower Mound. The fidelity bond shall be conditioned upon the faithful discharge of the duties of such persons and upon the faithful accounting for all monies, credits and things of value coming into the hands of such persons and such bonds shall be signed as surety by a company authorized to do business under the laws of the State of Texas. The premium of such bonds shall be paid by the Town of Flower Mound and such bonds must be acceptable to the Town Council.

§ 3.12. Investigative Powers of the Council.

The Council shall have the power to inquire into or investigate the official conduct of any department, agency, officer or employee of the Town and for that purpose shall have the power to, subpoena

witnesses, compel the production of books, papers, records or other evidence, and as it shall provide by ordinance, to punish and set penalties for contempt for failure or refusal to obey any such subpoena or to produce any such books, papers, records or other evidence.

§ 3.13. Audit and Examination of Town Books and Accounts.

The Town Council shall cause an independent annual audit to be made of the books and accounts of each and every department of the Town and may provide for more frequent audits as it deems necessary. Such audit shall be made by a Certified Public Accountant or firm of accountants, who shall be selected by the Town Council and who shall have no interest, direct or indirect, in the financial affairs of the Town government or in any of its officers. The accountant shall not maintain or keep any of the Town's accounts or records. The Council may designate such accountant or firm annually or for a period not exceeding two (2) years, provided that the designation for any particular year shall be made at least ninety (90) days prior to the end of such fiscal year. Nothing herein shall prevent the Town Council from redesignating the same accountant or firm which has previously been designated to prepare an audit. If the State of Texas makes such an audit, the Council may accept it in satisfaction of the requirement of this section. Such audit shall include a recapitulation of all internal audits made during the course of each fiscal year. All audit reports shall be filed with the Town Council, shall be available for public inspection and shall be made a part of the archives of the Town.

ARTICLE IV. ADMINISTRATIVE SERVICES

§ 4.01. Administrative Departments.

There shall be such administrative departments as are established by this Charter and may be established by ordinance and, except as otherwise provided in this Charter, these administrative departments shall be under the direction of the Town Manager.

The Council shall have the power by ordinance to establish administrative departments or offices not provided by this Charter. The Council may discontinue, redesignate, or combine any of the departments and/or administrative offices.

The head of each department shall be a director or superintendent who shall be appointed by the Town Manager and such director or superintendent shall have supervision and control over his department. Excluding the Fire Department and Police Department, two (2) or more departments may be headed by the same individual and the Town Manager may head one (1) or more departments.

§ 4.02. Town Manager—Appointment and Qualifications.

The Council by majority vote shall appoint a Town Manager. The method of selection shall be left to the discretion of the Council so long as the method ensures orderly, nonpartisan action toward securing a competent and qualified person to fill the position. The Town Manager shall be chosen solely upon the basis of the person's executive and administrative training, experience and ability. The Town Manager need not be a resident of Flower Mound when appointed, but within a reasonable time after such appointment, not to exceed six (6) months, reside within Flower Mound during the balance of the tenure of his or her appointment.

§ 4.02.1. Compensation of Town Manager.

The Town Manager shall receive compensation as may be determined by the Council according to the person's experience, education and training. The compensation should be agreed upon before appointment with the understanding that the Council may change the compensation at its discretion.

§ 4.02.2. Term and Removal.

The Town Manager shall not be appointed for a definite term but may be removed at the discretion of the Council, by vote of the majority of the Council. The action of the Council in suspending or

removing the Town Manager shall be final. It is the intention of this Charter to vest all authority and place all responsibilities of such suspension or removal with the Council.

§ 4.02.3. Powers and Duties.

The Town Manager shall be responsible to the Council for the proper administration of all the affairs of the Town and to that end shall have the power and be required to:

- (1) See that all State laws and Town ordinances are effectively enforced;
- (2) Appoint, suspend and/or remove all or any one of the directors of departments;
- (3) Attend all meetings of the Council except when excused by the Council;
- (4) Prepare a proposed budget annually and submit it to the Council on or before July 31st of each year and be responsible for its administration after its adoption;
- (5) Prepare and submit to the Council at the end of the fiscal year a complete report on the finances and administrative activities of the Town for the preceding year;
- (6) Keep the Council advised of the financial condition and future needs of the Town and make such recommendations as may seem advisable;
- (7) Prepare personnel rules subject to the approval of the Council;
- (8) Perform such other duties as may be prescribed by this Charter or required by the Council, as consistent with this Charter.

§ 4.02.4. Acting Town Manager.

The Town Manager, within thirty (30) days after taking office, shall designate by letter filed with the Town Secretary, a qualified administrative officer of the Town to perform the duties of the Town Manager in his absence or disability. No member of the Council shall serve as Acting Town Manager.

§ 4.03. Town Secretary.

The Council shall appoint a Town Secretary who shall act as the Secretary to the Council and shall hold office at the pleasure of the Council.

§ 4.03.1. Duties of the Town Secretary.

The duties of the Town Secretary shall be as follows:

- (1) Record the minutes of all official meetings of the Council; provided, however, only the captions of duly enacted ordinances and resolutions shall be recorded in the minutes;
- (2) Be the custodian of all municipal records and provide for the safety and security thereof; and maintain the Town seal and affix to all instruments requiring the seal.

§ 4.03.2. Compensation of Town Secretary.

The Council shall set the compensation of the Town Secretary according to the person's experience, education, and training.

§ 4.04. Municipal Court of Record.

There shall be established and maintained a court designated as the Municipal Court of Record for

the trial of misdemeanor offenses, with all such powers and duties as are now or may hereafter be prescribed by laws of the State of Texas relative to municipal courts of record.

§ 4.04.1. Judge of Court.

The Judge of the municipal court shall be appointed by the Town Council, ~~and~~ and shall serve at the discretion of the Council and may be removed after notice and an opportunity to be heard at a public hearing. The Judge shall be an attorney currently licensed to practice in the State of Texas, and shall receive such salary as may be determined by the Council.

§ 4.04.2. Court Administrator.

There shall be a clerk of the municipal court appointed by the Town Manager to be designated as the Court Administrator. The Court Administrator and any deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and generally do and perform any and all acts usual and necessary performed by clerks and deputies of courts. The Council shall require the Court Administrator before entering upon the duties of the office, to execute a good and sufficient surety company bond, in such amount as the Council may demand, payable to the Town and conditioned for the faithful performance of the duties of the office. The premium of the bond shall be paid by the Town.

§ 4.04.3. Absence of Judge.

In case of the disability or absence of the Judge of the Municipal Court, the Council shall appoint a qualified person as provided in § 4.04.1 above to act in his place.

§ 4.04.4. Fines.

All costs and fines imposed by the Municipal Court shall be paid to the Town treasury for the use and benefit of the Town.

§ 4.05. Town Attorney.

The Town Council shall appoint a competent, duly qualified and licensed attorney practicing law in the State of Texas to be an attorney for the Town, hereinafter referred to as the "Town Attorney." The Town Attorney shall serve at the discretion of the Council and shall receive the compensation as may be determined by the Town Council. The Town Attorney shall be the legal adviser and attorney for all of the offices and departments of the Town, and shall represent the Town in all litigation and legal proceedings; provided, that the Council may retain special counsel at any time they deem same appropriate and necessary. The Town Attorney shall review and concur or dissent upon all documents, contracts and legal instruments in which the Town may have an interest. The Town Attorney shall perform other duties prescribed by this Charter, by ordinance or as directed by the Council.

§ 4.06. Police Department.

There shall be established and maintained a Police Department, to preserve order within the Town, and to secure the residents of said Town from violence, and the property therein, from injury or loss.

§ 4.06.1. Police Chief.

The Police Chief shall be the chief administrative officer of the Police Department. The Chief shall, with the approval of the Town Manager, appoint and remove the employees of the department and shall perform such duties as may be required by the Town Manager. The Police Chief shall be appointed by the Town Manager for an indefinite term. The Police Chief shall be fully responsible to the Town Manager for the administration of the department, and for the carrying out and enforcement of the resolutions and ordinances of the Town. The Police Chief may be removed from office by the

Town Manager.

§ 4.06.2. Special Police.

No person, except as authorized by general law, by this Charter, or by the ordinances passed pursuant hereto, shall act as special police or special detective.

§ 4.07. Fire Department.

There shall be established and maintained a Fire Department to provide means for protection against fires.

§ 4.07.1. Fire Chief.

The Fire Chief shall be the chief administrative officer of the Fire Department. The Fire Chief shall, with the approval of the Town Manager, appoint and remove the employees of the department and shall perform such duties as may be required by the Town Manager. The Fire Chief shall be fully responsible to the Town Manager for the administration of the department, and for the carrying out and enforcement of the resolutions and ordinances of the Town. The Fire Chief may be removed from office by the Town Manager.

ARTICLE V. NOMINATIONS AND ELECTIONS

§ 5.01. Elections.

The regular Town election shall be held annually on a date in accordance with the laws of the State of Texas.

§ 5.02. Regulation of Elections.

All general and special elections shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the Council for the conduct of elections. The Council shall appoint the election judges and other election officials and shall provide for the compensation of all election officials in the Town elections and for all other expenses in holding said elections.

§ 5.03. Special Elections.

The Council, by ordinance or resolution, may call such special elections as are authorized by the State of Texas law or this Charter, set the time and place of holding same and provide all means for holding such special elections, provided that every special election shall be called and held as nearly as practical, according to the provisions governing regular elections.

§ 5.04. Filing for Office.

Each candidate for an elective office shall meet the qualifications set forth in § 3.02.1 of this Charter. If a member of any board appointed by the Council shall announce candidacy or becomes a candidate for election to any Town elected office, he may continue to serve on that board until elected. ~~If a Town employee shall announce candidacy or becomes a candidate for election to any public office, he shall immediately forfeit employment held under the Town.~~

§ 5.05. The Official Ballot.

The names of all candidates for office, except such as may withdraw, die or become ineligible, shall be printed on the official ballots without party designations, in the order determined in a drawing of lots, conducted by the Town Secretary. All official ballots shall be printed prior to the beginning of Early Voting. Early voting shall be governed by the Texas Election Code.

§ 5.06. Election by Majority.

At any regular or special election, the candidates in each place or office who shall have received the majority of votes cast in such election shall be declared elected. Should any candidate fail to receive

the majority of votes for the office or place for which he is a candidate, the Council shall immediately order a runoff election to be held on a date in accordance with the laws of the State of Texas and as set by ordinance of the Town. At this special election, only the names of the two (2) candidates receiving the highest number of votes at the regular election, for the office or place for which they are candidates, shall be printed on the ballot and submitted to the qualified voters for election. The candidate receiving the majority of votes in the special election for the place or office for which he was a candidate shall be declared duly elected.

§ 5.07. Conducting and Canvassing Elections.

Returns of every municipal election shall be delivered forthwith by the election judges to the proper authority in compliance with the laws of the State of Texas. The Town Council shall canvass the returns, and declare the official results of the election in accordance with the laws of the State of Texas. The returns of every municipal election shall be recorded in the minutes of the Council. The qualified person receiving the majority of votes cast for any office shall thereupon be declared elected by the Council.

§ 5.08. Oath of Office.

(a) All elected or appointed officers, before taking the Oath or Affirmation of office as prescribed by the Constitution and entering the duties of office, shall subscribe to the following statement:

"I solemnly swear (or affirm), that I have not directly or indirectly paid, offered, or promised to pay, contributed, nor promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, or if the office is one of appointment, to secure my appointment, So help me God."

(b) All elected or appointed officers, before they enter upon the duties of the office, shall take the following oath or affirmation or such other oath or affirmation as shall be required by the Texas Constitution:

"I, _____ / _____ / _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ / _____ / _____, of the Town of Flower Mound, Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State and the Charter and Ordinances of this Town."

ARTICLE VI. RECALL

§ 6.01. Scope of Recall.

Any elected Town official, whether elected to office by the qualified voters of the Town or appointed by the Council to fill a vacancy, shall be subject to recall and removal from office by the qualified voters of the Town on grounds of incompetence, misconduct, malfeasance in office or who willfully violates any provision of the Charter.

§ 6.02. Petition for Recall.

Before the question of recall of such officer shall be submitted to the qualified voters of the Town, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of the Town Secretary; which said petition shall be signed by a number equal to at least ~~fifteen~~ fifty percent (50%) plus one (1) of the number of the total votes cast for that member of Council and all of his or her opponents in the last preceding contested general municipal election in which he or she was a candidate, those who were qualified voters on the date of the last regular municipal election as determined from ~~the list of qualified voters~~ the official records maintained by the Voter Registrar of Denton and Tarrant County. In the event that the question of recall of an officer that was

appointed to an office should arise, a petition shall be signed by a number equal to at least fifty percent (50%) plus one (1) of the number of the votes cast for all candidates seeking that officer's seat in the last preceding contested general municipal election in which that officer's seat was elected, as determined from the official records maintained by the Voter Registrar of Denton and Tarrant County. The name of each signer of the recall petition shall be legibly printed and each signer shall personally sign his name thereto in ink or indelible pencil. The signer's information shall include after his name, his place of residence, giving the name of the street and number, the signer's voter registration certificate number or date of birth, and shall also include the day, the month and the year his signature was affixed.

§ 6.03. Form of Recall and Oath.

The recall petition mentioned above must be addressed to the Council of the Town of Flower Mound, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one ground, such as for incompetence, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with which he is charged. The signature shall be verified by oath in the following form:

STATE OF TEXAS)(
 COUNTY OF DENTON)(

I, _____/_____/_____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person whose name it purports to be.

Subscribed and sworn to before me this _____ day of _____/_____/_____, 20____.

Notary Public, Denton County, Texas

§ 6.04. Certification of Petition.

Within ten (10) days after the filing of such petition, the Town Secretary shall examine the petition and from the list of qualified voters ascertain whether or not the petition is signed by the requisite number of qualified voters. If necessary, the Council shall allow the Town Secretary extra help for that purpose and she shall attach to the petition a certification showing the result of each examination. No signature to such petition shall be valid if dated more than forty-five (45) days prior to submittal to the Town Secretary for certification. The petition shall become the property of the Town upon filing and one amendment to the petition shall be allowed once the petition has been filed.

§ 6.05. Petition Found Sufficient.

If the petition is found sufficient, the Town Secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice to his mailing address. The Town Secretary shall submit the petition to the Council without delay. In the event the Councilperson fails to resign, the

Council shall order and set a date for holding the recall election, provided that if an election is to be held within the Town for any other purpose within sixty (60) days from the date of the notification, then the recall election shall be held on the same day. If the Councilperson in question resigns, no election shall be necessary and the vacancy shall be filled by the Council as in other cases or vacancies.

§ 6.06. Public Notice.

The Council shall make or cause to be made publication or notice and provide for holding a recall election for the successor Councilperson. The election shall be conducted and the result thereof declared in all respects as other Town elections.

§ 6.07. Official Ballot.

Any officer so elected shall hold office only during the unexpired term of his predecessor. Any person sought to be removed may be a candidate to succeed himself and, unless he requests otherwise in writing, the Town Secretary shall place his name on the official ballot without nomination. The names of other candidates for such position shall be placed on the official ballot in the same manner as provided in Article V of this Charter. At such election, the candidate receiving a majority of all votes cast for such office, according to the rules regulating the election of Councilpersons as set forth in this Charter, shall be declared elected. At such election, if some other person than the incumbent receives a majority of all votes cast for such office, the incumbent shall thereupon be deemed removed from the office upon the qualification of his successor. In case the party who receives a majority of all votes cast at said election should fail to qualify within the [ten] (10) days after receiving notification of his election, the office shall then become vacant. If the incumbent receives a majority of all votes cast at such election, he shall continue in office and shall not be subject to any other recall for any grounds existing prior to said election. In the event that a runoff election is required, the procedure set forth shall be followed.

§ 6.08. Recall Petition Prohibited.

No recall petition shall be filed against any officer of the Town of Flower Mound within three (3) months after his election, nor within three (3) months after an election for such officer's recall.

§ 6.09. Refusal of Recall Petition.

In case all of the requirements of this Charter shall have been met and the Town Council shall fail or refuse to receive the recall petition, or order such recall election, or discharge any other duties imposed upon said Town Council by the provisions of this Charter with reference to such recall, then the Council may be mandamusd to act by a court of law.

ARTICLE VII. LEGISLATION BY THE PEOPLE, INITIATIVE AND REFERENDUM

§ 7.01. General Powers.

The qualified voters of the Town of Flower Mound, in addition to the method of legislation hereinbefore provided, shall have the power to direct legislation by initiative and referendum. In exercising such power, legislation may not be proposed for:

- (1) Ordinances appropriating money or levying taxes;
- (2) Ordinances repealing ordinances appropriating money or levying taxes;
- (3) Ordinances granting franchises;
- (4) Ordinances determining salaries;

(5) Ordinances that would be inconsistent with this Charter or law.

§ 7.02. Petition Requesting Submission for Ordinance by Initiative.

Any proposed ordinance may be submitted to the governing body of the Town of Flower Mound by a petition signed by the qualified voters of the Town equal in number to the percentage hereinafter required. The signatures to the petition need not all be appended to one paper, but the name of each signer of the petition shall be legibly printed and each signer shall personally sign his name in ink or indelible pencil. The signer's information shall include after his name, his place of residence, giving the name of the street and number, the signer's voter registration certificate number or date of birth, and shall also include thereon the day, month and the year his signature was affixed to the petition. The initiative petition must be addressed to the Council of the Town of Flower Mound. The signatures shall be verified by oath in the following form:

STATE OF TEXAS)(
COUNTY OF DENTON)(

I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the name is the genuine signature of the person whose name it purports to be.

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public, Denton County, Texas

§ 7.03. Town Secretary to Examine Petition.

Within ten (10) days after the filing of a petition, the Town Secretary shall examine the petition and from the list of qualified voters ascertain whether or not the petition is signed by the requisite number of qualified voters. If necessary, the Council shall allow the Town Secretary extra help for that purpose and she shall attach to the petition a certification showing the result of each examination. No signature to such petition shall be valid if dated more than forty-five (45) days prior to submittal to the Town Secretary for certification. The petition shall become the property of the Town upon filing and one amendment to the petition shall be allowed once the petition has been filed. If the petition is found sufficient, the Town Secretary shall immediately (not later than seven (7) working days) submit the petition to the Town Council.

§ 7.04. Council Either to Pass Ordinance or Call Election.

If the petition accompanying the proposed ordinance is signed by qualified voters equal in number to ~~fifteen-five~~ percent (~~15~~%) of the qualified voters of the Town or three hundred (300) of the qualified voters of the Town, whichever is greater, ~~and contains a request that the ordinance be submitted forthwith to a vote of the people at a special election,~~ the governing body of the Town shall either:

(1) Pass said ordinance without alteration within forty-five (45) days after the attachment of the Town Secretary's certificate of sufficiency to the accompanying petition (subject to referendum vote under the provisions of this Charter); or

(2) The governing body of the Town shall submit the ordinance to a vote of the people at the next uniform election date that allows for sufficient time to comply with the law regarding the calling of an election. ~~proceed to call a special election at which the ordinance, without alteration, shall be submitted to a vote of the people.~~

§ 7.05. Reserved. Submitted at General Election When Only 5% Sign.

~~If the petition is signed by electors equal in number to at least five percent (5%), but less than fifteen percent (15%) or three hundred (300) of the qualified voters of the Town of Flower Mound, as required by Sec. 7.04 of this Charter, then such ordinance, without alteration, shall be submitted by the governing body of the Town to a vote of the people at the next general municipal election on a uniform election date that shall occur at any time after thirty (30) days from the date of the Town Secretary's certificate of sufficiency attached to the petition accompanying such ordinance.~~

§ 7.06. Form of Ballot; Provision for Repeal.

The ballots used when voting upon the ordinance shall contain the words "For" and "Against" (stating the nature of the proposed ordinance). If a majority of the qualified electors voting on said proposed ordinance shall vote in favor thereof, such ordinance shall thereupon become a valid and binding ordinance of the Town.

§ 7.07. Voluntary Submission or Legislation by the Council.

The Town Council may upon its own motion and by a majority vote of its members, submit to popular vote at any election, for adoption or rejection, any proposed ordinance, resolution or measure, or may submit for repeal any existing ordinance, resolution or measure, in the same manner and with the same force and effect as provided in this Article for "submission on petition," and may at its discretion call a special election for this purpose, in accordance with the Texas Election Code.

§ 7.08. Publication of Proposed and Referred Ordinances.

The Town Secretary shall publish at least once in the official newspaper of the Town the proposed or referred ordinance or resolution within fifteen (15) days before the date of the election, and shall give such other notices and do such other things relative to such election as required in general municipal elections or by the ordinance or resolution calling the election.

§ 7.09. Adoption of Ordinances.

If a majority of the qualified voters vote in favor of any proposed ordinance, resolution or measure, it shall thereupon, or at any time stated therein, become effective as a law or as a mandatory order of the Town Council.

§ 7.10. Inconsistent Ordinances.

If the provisions of two (2) or more proposed ordinances or resolutions approved at the same election are inconsistent, the ordinance or resolution receiving the highest number of votes shall prevail.

§ 7.11. Ordinances Passed by Petition, Popular Vote; Repeal or Amendment.

Any ordinances or resolutions which may have been passed by the Town Council upon a petition or adopted by popular vote under the provisions of this Article shall be repealed or amended only by the Town Council, in response to a referendum petition, or by submission, as provided herein.

§ 7.12. Further Regulations by Town Council.

The Town Council may pass ordinances or resolutions providing other and further regulations for carrying out the provisions of this Article, consistent with this Charter.

§ 7.13. Franchise Ordinances.

Nothing contained in the Article shall be construed to be in conflict with any of the provisions of Article X of this Charter pertaining to ordinances granting franchises, when valuable rights shall be actually accrued thereunder.

§ 7.14. Petition for Referendum Not Allowed.

No petition for referendum shall be submitted for:

- (a) Ordinances required by the general laws of the State of Texas or by the provisions of this Charter;
- (b) Ordinances passed for the immediate preservation of the public peace, health, or safety under emergency conditions as specified in this Charter;
- (c) Ordinances prohibited from initiative process by § 7.01 of this Charter.

§ 7.15. Referendum Petition Requirements.

A petition for referendum may be submitted to the governing body of the Town when signed by ~~fifteen~~ **five** percent (~~15~~%) of the qualified voters of the Town or by three hundred (300) of the qualified voters of the Town, whichever is greater. The procedures for submission, examination and amendments of the petition shall be in accordance with § 7.02 and § 7.03 of this Charter.

§ 7.16. Election Required for Municipal Utility or Public Improvement Districts.

Should any person, persons or corporation request that the Town Council approve the implementation of a Municipal Utility District or a Public Improvement District, the following shall be accomplished before the Municipal Utility District or Public Improvement District may be authorized to operate within the corporate limits of the Town of Flower Mound:

- (a) The request shall be made to the Town Council at a regular meeting. The Town Council, following discussion and debate of the issue, may approve the implementation of a Municipal Utility District or a Public Improvement District by vote of the Council members;
- (b) Following vote of the Council to approve such Municipal Utility or Public Improvement District, the Council shall call a special election to allow the qualified voters of the Town to consider the question of allowing the District to be placed in the Town of Flower Mound;
- (c) The election shall be held on the next uniform election date allowed by the laws of the State of Texas which provides sufficient time to prepare for such election in compliance with the laws of the State of Texas;
- (d) The ballot used when voting upon said question shall contain the words "For", and "Against" (stating the nature of the district). If a majority of the qualified voters voting on the proposed district shall vote in favor thereof, such district shall thereupon become permitted within the Town of Flower Mound.

§ 7.17. Election Required for Certain Public-Private Partnerships.

Prior to the commitment of any Town funds in a public-private partnership for an economic development project, other than for the construction or maintenance of public improvements, in which the Town has either a joint ownership interest or enters into a lease of Town property in excess of one (1) year, and which public-private partnership provides an economic benefit to a private party, the Town Council, following debate and discussion of the public-private partnership, may approve said partnership. Following vote of the Town Council to approve said partnership, the Town Council shall call a special election to allow the qualified voters of the Town to approve or reject said commitment of Town funds. The ballot used when voting upon said partnership shall contain the words "For" and "Against" (stating the nature of the public-private partnership). If a majority of the qualified voters voting on the proposed partnership shall vote in favor thereof, such public-private partnership shall be

approved

ARTICLE VIII. MUNICIPAL PLANNING AND ZONING

§ 8.01. Platting of Property.

(a) Hereafter, every owner of any tract of land situated within the corporate limits of the Town of Flower Mound, Texas, who may divide the same in two or more parts for the purpose of laying out any subdivision or any addition to the Town, shall comply with the provisions of the Subdivision Regulations or ordinances of the Town, and V.T.C.A. Local Government Code, Chapter 212, as is now existing and may be hereafter amended is adopted and incorporated herein for all purposes.

(b) The provisions of § 8.01(a) above shall apply similarly to the owner of any tract of land situated within the extraterritorial jurisdiction of the Town of Flower Mound, if not in an incorporated city or town.

§ 8.02. Development of Property.

The Town Council shall cooperate with persons interested in the development of property within or beyond the town limits. No expenditure of public funds, however, shall be authorized for the development of privately owned subdivisions, situated within or beyond the corporate limits of the Town.

§ 8.03. Planning and Zoning Commission.

The Town Council shall have the power and authority to appoint a Town Planning and Zoning Commission in accordance with the General Laws of the State of Texas, as provided for in V.T.C.A., Local Government Code § 211.001 et seq., as now or hereafter amended. The Town Council of the Town of Flower Mound shall have all of the rights, privileges, powers and authority; given, permitted and granted under the laws of the State of Texas relative to planning and zoning in, for and of municipalities and their environs.

§ 8.04. ~~Reserved Parks, Arts, and Library Services Board.~~

~~The Town Council shall at its discretion appoint seven (7) citizens and qualified voters of the Town of Flower Mound, who shall constitute its Parks, Arts, and Library Services Board, and who shall serve at the pleasure of the Town Council for such term as may be established by ordinance. The Parks, Arts, and Library Services Board shall perform such duties as the Town Council may direct.~~

§ 8.05. Amendments to the Master Plan and SMARTGrowth Program.

Any amendment to the Master Plan of the Town of Flower Mound or any amendment of the SMARTGrowth Program requires the approval of three-fourths ($\frac{3}{4}$) of the membership of the Council.

§ 8.06. Amendments to Oil and Natural Gas Well Drilling and Operations Ordinance.

Any amendment to the Oil and Natural Gas Well Drilling and Operations Ordinance, contained in Article VII of Chapter 34 of the Town's Code of Ordinances, as amended, requires a public hearing and the approval of three-fourths ($\frac{3}{4}$) of the membership of the Town Council.

ARTICLE IX. MUNICIPAL FINANCE

§ 9.01. Fiscal Year.

The fiscal year of the Town of Flower Mound shall begin on the first (1st) day of October and end on the last day of September of each calendar year. Such fiscal year shall also constitute the budget and accounting year.

§ 9.02. Preparation and Submission of Budget.

The Town Manager shall submit a proposed budget to the Council between sixty (60) and ninety (90)

days prior to the beginning of each fiscal year. The budget shall provide a complete financial plan for the fiscal year and shall contain, but not be limited to the following:

- (a) A budget message that shall consist of an outline explaining the proposed financial policies of the Town for the upcoming fiscal year, and that shall set forth the reasons for changes from the previous year in expenditures and revenue items, and that shall explain any major changes in financial policy.
- (b) A consolidated statement of anticipated receipts and proposed expenditures of all funds.
- (c) An analysis of property valuations.
- (d) An analysis of the tax rate.
- (e) Tax levies and tax collections by years for at least five (5) years.
- (f) General fund resources in detail.
- (g) Special revenue fund resources in detail.
- (h) Summary of proposed expenditures by function, department and activity.
- (i) Detailed estimates of expenditures shown separately for each activity to support the summary in (h) above.
- (j) A revenue and expense statement for all service funds.
- (k) A description of all bond issues outstanding, showing rate of interest, date of issue, maturity date, amount authorized, amount issued and amount outstanding.
- (l) A schedule of requirements for the principal and interest of each issue of bonds.
- (m) The appropriation ordinance.
- (n) The tax levying ordinance.
- (o) A comparative schedule showing the amount of bonded debt at the beginning of the fiscal year and projected at the end of the fiscal year based on the approved capital budget.

§ 9.03. Anticipated Revenues Compared with Other Years in Budget.

The Town Manager in the preparation of the budget shall place in parallel columns opposite the various items of revenue: the actual amount of each item of revenue for the last completed fiscal year; the estimated amount for the current fiscal year; and the proposed amount for the ensuing fiscal year.

§ 9.04. Proposed Expenditures Compared with Other Years.

The Town Manager in the preparation of the budget shall place in parallel columns opposite the various items of expenditures: the actual amount of each expenditure for the last completed fiscal year; the estimated amount for the current fiscal year; and the proposed amount for the ensuing fiscal year.

§ 9.05. Budget a Public Record.

The budget and all supporting schedules shall be filed with the Town Secretary, submitted to the Town Council and shall be a public record. A copy of the budget shall be made available to any person upon request.

§ 9.06. Notice of Public Hearing on Budget.

At the meeting of the Town Council at which the budget is submitted, the Town Council shall determine the time and place of a public hearing on the budget. The Council shall cause a notice of the hearing, setting forth the time, place and date, to be published in the official newspaper of the Town of Flower Mound as required by law.

§ 9.07. Public Hearing on Budget.

At the time and place set forth in the notice required by § 9.06, or at any time and place to which such public hearing shall from time to time be adjourned, the Town Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.

§ 9.08. Vote Required for Adoption.

The budget shall be adopted by the favorable vote of three (3) of the members of the Town Council.

§ 9.09. Failure to Adopt.

If the Town Council fails to adopt the budget by the thirtieth (30th) day of September, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis with all items in it prorated accordingly until such time as the Council adopts a budget for the ensuing fiscal year. The levy of property tax will be set in accordance with the laws and Constitution of the State of Texas.

§ 9.10. ~~Reserved. Effective Date of Budget; Certification of Copies; Copies Made Available.~~

~~Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget, as finally adopted, shall be filed with the Town Secretary, the County Clerk of Denton County, and the State Comptroller of Public Accounts at Austin. The final budget shall be printed or otherwise reproduced and copies shall be made available for the use of all offices, departments and agencies and for the use of interested persons and organizations.~~

§ 9.11. Budget Establishes Appropriations.

From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be appropriated to the purposes therein named.

§ 9.12. Budget Establishes Amount to be Raised by Property Tax.

From the effective date of the budget, the amount stated therein as the amount to be raised by property tax shall constitute the amount of the levy necessary for the purposes of the Town in the corresponding tax year; provided, however, that in no event shall such levy exceed the legal limit provided by the laws and Constitution of the State of Texas.

§ 9.13. Reserve.

Provision shall be made in the annual budget and in the appropriation ordinance for a reserve in an amount not less than ten percent (10%) of the budgeted amount in the General Fund and Utility Fund, to be used in case of unforeseen items of expenditure. Such reserve shall be under the control of the Town Manager and distributed by him after approval of the Town Council.

§ 9.14. Transfer of Appropriations.

During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department-fund to another departmentfund, and to re-estimate revenues and expenditures. If the Town Council determines it is in the best interest of the Town to apply for and accept a private, county, state or federal grant of funds for a particular purpose, the Council's action in accepting the award of said grant and any corresponding expenditures shall constitute a budget appropriation in the amount of said grant funds.

§ 9.15. Power to Tax.

The Town Council shall have the power under the provisions of the State law to levy, assess and collect an annual tax upon real and personal property within the Town to the maximum amount provided by the Constitution and general laws of the State of Texas.

§ 9.16. Property Subject to Tax.

All real and personal property within the Town of Flower Mound on the first day of January, shall be subject to ad valorem taxation unless otherwise expressly exempted by law.

§ 9.17. Board of Directors of Appraisal District.

Participation in the selection of members to serve on the Board of Directors of the Denton Central Appraisal District shall be in accordance with the Texas Property Tax Code.

§ 9.17.1. Appraisal of Property.

All taxable property located or situated within the corporate limits of the Town shall be appraised in accordance with the Texas Property Tax Code.

§ 9.17.2. Certifications and Adoption.

The Board shall be required to keep an accurate record of all its proceedings which shall be available for public inspection. Immediately upon completion of its work, the Board shall certify its approval of the assessment rolls which shall be returned to the Town Council. The Council shall in turn approve the rolls as returned to it and shall thereupon certify and adopt the same as the assessment rolls to be used for the collection of taxes for the current year. The Town shall thereafter cause tax statements to be mailed to each person, firm or corporation named upon the tax rolls. Compliance with this section shall be in accordance with the Texas Property Tax Code.

§ 9.18. Taxes, When Due and Payable.

(a) All taxes due the Town shall be payable at the office of the Town or any office designated by the Town to for the collection and payment of taxes and may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st of each year succeeding the year for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as the Town Council may provide by ordinance. Failure to levy and assess taxes through omission in preparation of the approved tax roll shall not relieve the person, firm or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in question, unless otherwise provided by law.

(b) Except as otherwise provided by law or this Charter, the Town Council shall have the power to provide by ordinance such rules, regulations and mode of procedure to enforce the collection by and payment to the Town of all taxes due the Town as it may deem expedient, and may provide such penalties for the failure to pay such taxes as it may deem expedient.

§ 9.19. Tax Liens.

A lien is hereby created on all property, personal and real, in favor of the Town of Flower Mound, for all taxes, ad valorem, or otherwise. Said lien shall exist from January 1st in each year until the taxes are paid. A tax lien shall be prior to all other claims; and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can ever defeat such lien; but the Town may pursue such property, and whenever found out, may seize and sell enough thereof to satisfy such taxes. All persons or corporations owning or holding personal property or real estate in the Town of Flower Mound on the first (1st) day of January of each year shall be liable for all municipal taxes levied thereon for such year.

§ 9.20. Issuance of Bonds.

In keeping with the Constitution of the State of Texas and not contrary thereto, the Town of Flower Mound shall have the right, authority and power to borrow money on the credit of the Town for any public purpose not now or hereafter prohibited by the Constitution and laws of the State of Texas. The Town shall have the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidences of indebtedness as now authorized, or as may hereafter be authorized, to be issued by cities and towns by the laws of the State of Texas.

§ 9.21. Chief Financial Officer.

The Town Manager shall appoint a competent person as Chief Financial Officer and such assistants as the Town Council shall deem advisable. The Chief Financial Officer shall perform the duties delegated to him by the Town Manager and those which may be imposed upon him by the laws of the State of Texas.

ARTICLE X. FRANCHISES AND PUBLIC UTILITIES**§ 10.01. Powers of the Town.**

In addition to the Town's power, right and authority, to buy, construct, lease, maintain, operate and regulate public utilities, and to manufacture, distribute and sell the output of such utilities' operations, the Town shall have all further rights, authorities, and powers as may now, or hereafter, be granted under the Constitution and laws of the State of Texas.

§ 10.02. Franchise: Powers of Town Council.

The Town Council shall have power by ordinance to grant, amend, renew and extend all franchises of all public utilities of every character operating within the Town of Flower Mound. All ordinances granting, amending, renewing, or extending franchises for public utilities shall be read at two (2) separate regular meetings of the Town Council and shall not be effective until thirty (30) days after its passage; and pending such time, the full text of such ordinance shall be published once each week for two (2) consecutive weeks in the official newspaper of the Town of Flower Mound, and the expense of such publication shall be borne by the proponent of the franchise. No public utility franchise shall be granted for a term of more than 20 years; nor shall same be transferable, except with the approval of the Town Council expressed by ordinance.

§ 10.03. Franchise Value Not to be Allowed.

In setting reasonable rates and charges for utility service within the Town and in determining the just compensation to be paid by the Town for the public utility property which the Town may acquire by condemnation or otherwise, nothing shall be included as the value of any franchise granted by the Town under this Charter.

§ 10.04. Right of Regulation.

All grants, removals, extensions, or amendments of public utility franchises, whether it be so provided

in the ordinance or not, shall be subject to right and power of the Town Council of the Town of Flower Mound:

- (a) To repeal the franchise ordinance at any time upon the failure of the grantee to comply with any provision of the franchise ordinance, the Charter of the Town of Flower Mound, an applicable statute of the State of Texas, or the rules of any applicable governing body;
- (b) To require proper and adequate extension of plant and service, and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency;
- (c) To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;
- (d) At any time, to examine and audit the accounts and other records of any such utility, and to require annual, and other reports, including reports on operations within the Town of Flower Mound;
- (e) To impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare and accommodation of the public;
- (f) To require such compensation and rental as may be permitted by the laws of the State of Texas.

§ 10.05. Grant Not to be Exclusive.

Any grant, contract, or franchise, to construct, maintain, or operate a public utility, for or in Flower Mound, Texas, and any renewal or extension of such grant, contract, or franchise, shall not be exclusive.

§ 10.06. Consent of Property Owners.

The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility. However, nothing in this Charter or in any franchise granted hereunder shall ever be construed to deprive any such property owner of any right of action for damage or injury to his property as now or hereafter provided by law.

§ 10.07. Extensions.

All extensions of public utilities within the town limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this Charter and in any franchise grant made to such public utility. The right to use and maintain any extensions shall terminate with the termination of the original franchise grant, and shall be terminable as provided in § 10.04 of this Charter. In case of an extension of a public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

§ 10.08. Other Conditions.

All franchises heretofore granted are recognized as contracts between the Town of Flower Mound and the grantee. The contractual rights as contained in any such franchise shall not be impaired by the provisions of this Charter, except that the power of the Town of Flower Mound to exercise the right of eminent domain in the acquisition of utility property is in all things reserved, and except the general power of the Town to regulate the rates and services of a grantee, which shall include the right to require proper and adequate extension of plant and service and the maintenance of the franchise hereafter granted shall be held subject to all the terms and conditions contained in the

various sections of this article whether or not such terms are specifically mentioned in the franchise. Nothing in this Charter shall operate to limit in any way, as specifically stated, the discretion of the Town Council in imposing terms and conditions as may be reasonable in connection with any franchise granted.

§ 10.09. Accounts of Municipally Owned Utilities.

Accounts shall be kept for each public utility owned or operated by the Town, in such manner as to show the true and complete financial results of such ownership and operation, including all assets and all liabilities, appropriately subdivided by classes, depreciation reserve, other reserves and surplus; also revenues, operating expenses including depreciation interest payments, rental and other disposition of annual income. The accounts shall show actual capital cost to the Town of each public utility owned, also the cost of all extensions, additions and improvements and the source of funds expended for such capital purposes. They shall show as nearly as possible the cost of any service to or rendered by any such utility to any Town department. The Town Council shall cause an annual report to be made by a Certified Public Accountant and shall publish such report, showing the financial results of such Town ownership and operation, giving the information specified in this section and such other data as the Town Council shall deem expedient.

§ 10.10. Sales of Electricity, Water and Sewer Service.

(a) The Town Council shall have the right, power and authority to sell and distribute electricity and water, and to sell and provide for sewer services, and any other utilities, to any person, firm or corporation outside the limits of the Town of Flower Mound, and to permit them to connect with said system under contract with the Town, under such terms and conditions as may appear to be for the best interest of the Town.

(b) The Town Council shall have the right, power and authority to prescribe the kind of materials used within or beyond the limits of the Town of Flower Mound in the construction of electric, water and sewer utilities, where it furnishes the service, and to inspect the same and require them to keep in good order and condition at all times and to make such rules and regulations as shall be necessary and proper, and prescribe penalties for noncompliance with same.

§ 10.11. Regulation of Rates and Service.

The Town Council shall have the absolute right, authority and power after due notice and hearing to regulate by ordinance, the rates and services of every public utility operating in the Town of Flower Mound; and shall have the power to employ, at the expense of the grantee, expert assistance and advice in determining a reasonable rate and equitable profit to the grantee. The Town Council shall also have the right, authority, and power to require at any time or times, detailed reports and financial statements on the operations of any such public utility, which reports and statements shall be in such form, and contain such information, as the Council shall prescribe.

ARTICLE XI. GENERAL PROVISIONS

§ 11.01. Construction of Charter.

Any word or phrase in the Charter which would appear to be gender specific, including, but not limited to, words such as "he," "his," "him," "she," and "her," shall be read and construed as gender-neutral terms. Each Charter provision using such a term shall be equally applicable to both males and females.

§ 11.02. Publicity of Records.

All records and accounts of every office, department or agency of the Town shall be open to inspection by any citizen or by any representative of the press at all reasonable times and under such reasonable regulations as may be established by the Public Information Act, the Town Council or the

Mayor, other than those records and documents excepted from public disclosure by law.

§ 11.03. Personal Interest.

No officer or employee of the Town of Flower Mound shall have a financial interest, direct or indirect, in any contract with the Town, or be financially interested, directly or indirectly, in the sale to the Town of any land, material, supplies or services, except on behalf of the Town as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position.

§ 11.04. Provisions Relating to Assignment, Execution and Garnishments.

The real and personal property belonging to the Town shall not be liable to be sold or appropriated under any writ of execution or cost bill. The funds belonging to the Town in the hands of any person, firm or corporation shall not be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the Town nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever. The Town shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.

§ 11.05. Town Not Required to Give Security or Execute Bond.

It shall not be necessary in any action, suit or proceeding in which the Town of Flower Mound is a party, for any bond, undertaking or security to be demanded or executed by or on behalf of the Town in any of the State courts, but all such actions, suits, appeals or proceedings, shall be conducted in the same manner as if such bond, undertaking or security had been given as required by law.

§ 11.06. Special Provisions Covering Damage Suits, Etc.

(a) The Town of Flower Mound, Texas shall never be liable for any personal injury, whether resulting in death or not, unless the person injured, or someone in his behalf, or, in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall file a notice in writing with Town Manager or the Town Secretary within six months after the occurrence of such injury. The notice shall state specifically when, where and how the exact injury occurred and the full extent thereof, together with the amount of damage claimed or asserted. The Town of Flower Mound shall never be liable for any claim for damage or injury to personal property unless the person whose personal property has been injured or damaged, or someone in his behalf, shall file a claim in writing with the Town Manager or the Town Secretary within six months after said damage or injury has occurred, stating specifically when, where and how the injury or damage occurred and the full extent thereof, and the amount of damage sustained.

(b) The Town of Flower Mound, Texas, shall never be liable for any claim for damage or injury to real property caused by the negligent act or omission of its officers, servants, agents or employees, unless the person whose real property has been injured or damaged, or someone in his behalf, shall file a claim in writing with the Town Manager or the Town Secretary within six months after said damage or injury has occurred, stating specifically when, where and how the injury or damage occurred, and the amount of damage claimed. The Town of Flower Mound shall never be liable on account of any damage or injury to a person or to personal property arising from or occasioned by any defect in any public street, highway, alley, grounds or public work of the Town of Flower Mound, unless the specific defect causing the damage or injury shall have been actually known to the Town Manager at least twenty-four (24) hours prior to the occurrence of the injury or damage, or unless the attention of the Town Manager or the Town Secretary shall have been called thereto by a notice thereof in writing at least twenty-four (24) hours prior to the occurrence of the injury or damage, and proper diligence has not been exercised to rectify the defect. The notice herein required to be given to the Town Manager or the Town Secretary of the specific defect causing the damage or injury shall

apply where the defect arose from any omission of the Town itself, through its agents, servants, or employees, or acts or third parties.

(c) No provision of this section shall ever be so construed as to expand the ordinary liability of the Town; and it is expressly provided that nothing herein contained shall be construed to mean that the Town of Flower Mound, Texas, waives any rights, privileges, defenses or immunities in tort actions which are provided under the common law, the Constitution, and general laws of the State of Texas.

§ 11.07. Rearrangement and Renumbering.

The Town Council shall have the power by ordinance to renumber and rearrange all articles, sections and paragraphs of this Charter, or any amendments thereto, as it shall deem appropriate, without changing the meaning or effect of any part hereof. Upon the passage of any such ordinance, a copy, certified by the Town Secretary, shall be forwarded to the Secretary of State of the State of Texas for filing.

§ 11.08. Judicial Notice.

This Charter shall be deemed a public act and shall have the force and effect of a general law. It may be read in evidence without pleading or proof, and judicial notice shall be taken thereof in all courts and places, without further proof.

§ 11.09. Construction of Charter.

This Charter shall not be construed as a mere grant of enumerated powers, but shall be construed as a general grant of power, and as a limitation of power on the government of the Town of Flower Mound, in the same manner as the Constitution of Texas is construed as limitation of the powers of the Legislature. Except where expressly prohibited by this Charter, each and every power under Article XI, Section 5, of the Constitution of Texas, which it would be competent for the people of the Town of Flower Mound to grant expressly to the Town, shall be construed to be granted to the Town by this Charter.

§ 11.10. Accepting Gifts, Favors or Privileges.

No officer or employee of the Town of Flower Mound shall ever accept, directly or indirectly, any gift, favor or privilege, from any public utility corporation, or other corporation, person or persons, enjoying a grant, contract, franchise, privilege or easement from or with said Town, during the term of office of such officer, or during such employment of such employee; except as may be authorized by law, resolution or ordinance. Any officer or employee of the Town who shall violate the provisions of this section shall be guilty of a misdemeanor, and may be punished by any fine that may be prescribed by ordinance for this offense; and shall forthwith, be removed from office.

§ 11.11. Powers to Remit Penalties.

The governing body shall have the right to remit, in whole or in part, any fine or penalty belonging to the Town which may be imposed under any ordinance or resolution passed pursuant to this Charter.

§ 11.12. Property Not Exempt from Special Assessments.

No property of any kind, by whomsoever owned or held or by whatsoever institution, agency, political subdivision or organization, owned or held, whether in trust or by nonprofit organization, or corporation, or by "foundation," or otherwise, (except property of the Town of Flower Mound, Texas), shall be exempt in any way from any of the special taxes, charges, levies and assessments, authorized or permitted by this Charter for local improvement for the public welfare.

§ 11.13. No Lien on Public Property; Contractors, Etc.

No lien of any kind or character may be created, and none shall ever exist or be established on or

against the public buildings, property, public halls, parks, or public works of the Town of Flower Mound, Texas. All subcontractors, materialmen, mechanics, artisans, and laborers upon any public works or projects of the Town of Flower Mound are hereby required to notify the Town in writing of all claims against it that they may have on account of such work. When such notice has been timely, duly and properly given, the Town shall retain an amount from any funds due the Contractor sufficient to satisfy all claims; provided that such notice may be given at any time after such indebtedness becomes due and before final settlement; and provided further, that no contractor or subcontractor shall issue any "time checks" on or on account of any public works of said Town.

§ 11.14. Severability Clause.

If any section or part of this Charter shall be held invalid by a Court of competent jurisdiction, such holding shall not affect the remainder of this Charter, nor the context in which such section or part of section so held invalid may appear, except to the extent that any entire section, or part of section, may be inseparably connected in meaning and effect, with the section or part of the section to which such holding shall directly apply.

§ 11.15. Retirement System and Social Security; Group Insurance.

The Town Council shall have the power to provide for coverage of its appointed officers and employees under the Worker's Compensation, Retirement and Social Security systems provided or permitted by laws of the State of Texas for such officers and employees of the Town; and for "group insurance coverage" of such officers and employees; the Town Council having the power to provide for the payment of all or any part of the cost thereof.

§ 11.16. Special Powers Under Local Government Code.

The Town Council and the Town of Flower Mound shall specially have all rights, powers and authority given and granted by and under V.T.C.A. Local Government Code and all amendments thereof and thereto. The Town shall have all authority under Local Government Code Sec. 217.042, as it may be amended, relative to nuisances within and outside of the town limits and the prohibition thereof.

§ 11.17. Town Depository.

The provisions of the general laws of the State of Texas governing the selection and designation of a Town depository are hereby adopted as the law governing the selection and designation of a depository of and for the Town of Flower Mound.

§ 11.18. Amending the Charter.

Amendments to this Charter may be framed and submitted to the voters of the Town in the manner provided by V.T.C.A. Local Government Code Chapter 9 as now or hereafter amended; but not more often than once every two (2) years, as provided by the laws of the State of Texas.

§ 11.19. Charter Review Commission.

The Town Council may appoint a Charter Review Commission, composed of at least five qualified voters of the Town of Flower Mound, Texas.

§ 11.20. Review of the Charter.

A regular review of this Charter shall be held at least every five years, beginning in 2011.

EXHIBIT "B"

BALLOT LANGUAGE

Proposition No. 1 – Town Council

Shall Section 3.01 of the Flower Mound Home Rule Charter be amended to provide that an individual elected to serve on Town Council shall serve a three year term and to provide for a transition plan for implementing three year terms; and shall Section 3.02 be amended to provide term limits of no more than two full consecutive terms and allow an additional two terms if a councilmember becomes mayor; and shall Section 3.03.1 be amended to comply with the Texas Constitution regarding vacancies on Town Council?

Proposition No. 2 - Candidacy

Shall Sections 3.02.1 and 5.04 of the Flower Mound Home Rule Charter be amended to comply with state law to permit a Town employee to announce candidacy for elective office without forfeiting his employment with the Town and to clarify that employment with the Town will be forfeited only if the candidate is elected to office?

Proposition No. 3 – Procedure for Determining Forfeiture

Shall Section 3.02.3 be added to the Flower Mound Home Rule Charter and section 3.09 be revised to provide for a procedure for the Town Council to follow to determine whether a sitting councilmember has forfeited his office and to determine whether a sitting councilmember should be expelled from office?

Proposition No. 4 – Publication of Ordinances

Shall Section 3.07 of the Flower Mound Home Rule Charter be amended to remove the requirement that all ordinances adopted by the Town be published except those ordinances required to be published by law?

Proposition No. 5 – Procedure for Removal of Municipal Judge

Shall Section 4.04.1 of the Flower Mound Home Rule Charter be amended by providing that the Town Council has the discretion to remove a duly appointed municipal judge after notice and an opportunity to be heard at a public hearing?

Proposition No. 6 – Petition Requirements

Shall Sections 6.02, 7.04, 7.05, and 7.15 of the Flower Mound Home Rule Charter be amended to modify the petition requirements related to signatures needed for recall, initiative, and referendum?

Proposition No. 7 – Parks, Arts, and Library Board

Shall Section 8.04 of the Flower Mound Home Rule Charter be deleted in its entirety to remove the discussion of the Parks, Arts, and Library Services Board from the Charter to allow provisions governing such boards to be governed by Town Ordinance exclusively?

Proposition No. 8 – Budget and Finance

Shall Section 9.10 of the Flower Mound Home Rule Charter be deleted in its entirety to remove the requirement that the Town budget be filed with various county and state agencies; and shall Section 9.14 of the Flower Mound Home Rule Charter be amended to allow transfer of funds between departments without the requirement of a budget amendment?



SCHEDULED	9/6/2016	Presentation	Special Olympics event presentation by athlete Colby Bannister, and Highland Village Police Chief Reim, and Flower Mound Police Chief Kancel.
		Presentation	Special Recognition of Town employee
		Consent	Consider approval of an ordinance amending the Code of Ordinances of the Town of Flower Mound through the amendment of Section 30-91 – Definitions; Section 30-92 Emergency Medical Fees; and Appendix A “Fee Schedule” of the Code of Ordinances.
		Consent	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.
		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 the minutes from a regular meeting of the Town Council held on August 11, 2016.
		Consent	Consider approval of the minutes from a work session of the Town Council held on August 15, 2016.
		Consent	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.
		Consent	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.
		Consent	Consider approval of an agreement with Hilltop Securities (formally Southwest Securities, Inc.) for financial advisory services, and authorize the Mayor to execute said agreement.
		Consent	Consider approval of Authorization for Grant Application for Canyon Falls Development with the Texas Parks and Wildlife Department

SCHEDULED	9/6/2016	Regular	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 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 of Ordinances, 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 tabled this item to the August 22, 2016, meeting by a vote of to at their August 8, 2016, meeting.)
		Regular	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 tabled this item to the August 22, 2016, meeting by a vote of to at their August 8, 2016, meeting.)
		Regular	PLACEHOLDER: Bradford Park Tree Removal Permit
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		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).
	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 for Conditional Letters of Map Revisions (CLOMR), and administrative approvals.
	9/19/2016	Presentation	PLACEHOLDER: 2016 Food Awards
		Presentation	Presentation by Mobilite, LLC regarding construction of utility poles in the Town owned right-of-way
		Consent	Forest Vista Reconstruction Change Order No. 2.
		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.

SCHEDULED	9/19/2016	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	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	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	Individual Park Improvements (Glenwick Park Bridge) Construction Award.
		Consent	2015 Street Reconstruction Construction Award.
		Consent	Rippy Road Water Line Design Award.
		Consent	Yucca & Woodbine Design Amendment No. 1.
		Consent	FM 1171 at FM 2499 Westbound Right Turn Lane Design Award.
		Consent	Firewheel Drive Reconstruction Design Award.
	10/17/2016	Consent	2015 Street Reconstruction Testing Award.
		Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Construction.
	11/7/2016	Consent	Heritage Park Phase II Fina; Acceptance.
		Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Testing Award.
		Consent	Bakersfield Park Pedestrian Bridge Final Acceptance.
	12/5/2016	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
		Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.

FUTURE

Presentation Public Information Act and Open Records Request review and discussion.

Consent PLACEHOLDER: Modern Geosciences PSA

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 "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.)

Regular PLACEHOLDER Consider approval of Exotic Animal Ordinance