

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 4, 2016

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

6:00 P.M.

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PUBLIC PARTICIPATION

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

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

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

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

G. FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

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H. COORDINATION OF CALENDARS

1. The next Town Council work session is scheduled for Thursday, August 11th.
2. The next regular Town Council meeting is scheduled for Monday, August 15th.

I. CONSENT AGENDA - Consent Items

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

1. **Minutes 7/18** - Consider approval of the minutes from a regular meeting of the Town Council held on July 18, 2016.
2. **Cancel 1/2/17** - Consider approval of canceling the January 2, 2017, regular meeting of the Town Council.
3. **Reschedule 1/16/17** - Consider approval of rescheduling the January 16, 2017, regular meeting of the Town Council to Tuesday, January 17, 2017.
4. **Denco Area 9-1-1 vote** - 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.
5. **River Walk PID** - 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.
6. **Certified Appraisal Roll** - Consider approval of an ordinance establishing the 2016 certified appraisal roll.
7. **Certified Collection Rate** - 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.
8. **Notice of an Effective Tax Rate** - 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.
9. **Proposed Maximum Tax Rate** - 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.

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10. **CDBG Action Plan** - 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.
11. **Budget, Crime Control** - 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.
12. **Budget, Fire Control** - 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.
13. **Interlocal Ad Valorem Tax** - 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.
14. **Warrant collection** - 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.
15. **Temporary Fire Station No.6** - 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.
16. **FM 2499 12-Inch Water Line** - 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.

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17. **TRA Easement** - 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.

J. REGULAR ITEMS

18. **Certificates of Obligation** - 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.

19. **Parkside at Woodlake, Phase 2 (MPA15-0013)** **Public Hearing**

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.)*

20. **Parkside at Woodlake, Phase 2 (ZPD15-0020)** **Public Hearing**

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.)*

21. **Parkside at Woodlake, Phase 2 (tree removal)** **Public Hearing**

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.)*

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22. **Charter amendments** - Discuss and consider Charter amendments as recommended by the Charter Review Commission on 7/21/16, or as otherwise directed, and to be presented as ballot items for Flower Mound voter consideration at the November 8, 2016 election.

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

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

L. **CLOSED MEETING**

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

- a. Smith Family Real Estate, Ltd. Property Acquisition.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, library, 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.

M. **RECONVENE TO REGULAR MEETING**

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

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 1, 2016, at 4:55 p.m. at least 72 hours prior to the scheduled time of said meeting.



Theresa Scott, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: August 4, 2016

FROM: Theresa Scott, Town Secretary

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

BACKGROUND INFORMATION: The Town Council held a regular meeting on July 18, 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 July 18, 2016.



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: January 2, 2017

FROM: Theresa Scott, Town Secretary

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

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Staff recommends canceling the January 2, 2017, meeting due to the New Years' holiday.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

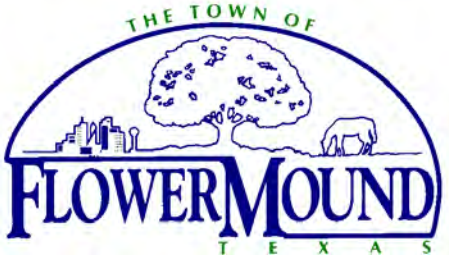
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft cancelation notice

RECOMMENDATION: Move to approve canceling the January 2, 2017, regular meeting of the Town Council.



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

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR MONDAY, JANUARY 2, 2017, HAS BEEN CANCELED.

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

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: August 4, 2016

FROM: Theresa Scott, Town Secretary

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

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Staff recommends rescheduling the January 16, 2017, meeting due to the observance of Martin Luther King, Jr. Day to January 17th as Town offices will be closed for this holiday.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

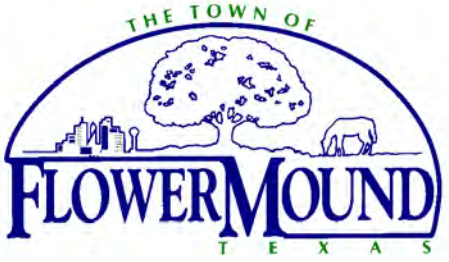
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft notice

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



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

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, SCHEDULED FOR MONDAY, JANUARY 16, 2017, HAS BEEN RESCHEDULED TO TUESDAY, JANUARY 17, 2017.

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

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4 CONSENT ITEM

DATE: August 4, 2016

FROM: Theresa Scott, Town Secretary

ITEM: 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.

BACKGROUND INFORMATION: Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district". Each year the term of one of the two members appointed by participating municipalities expires.

On May 16, 2016, the Town Council nominated Mr. Barth through a resolution presented to Denco Area 9-1-1 board managers for consideration by all participating municipalities. Now the Denco Area 9-1-1 District is requesting each participating municipality vote for one of the nominees, with a deadline of September 15, 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from Denco, nominees and qualifications
2. Draft resolution

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.



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058

Phone: 972-221-0911 • Fax: 972-420-0709

RECEIVED

TO: Denco Area 9-1-1 District Participating Jurisdictions

FROM: Mark Payne, Executive Director *MP*

DATE: June 16, 2016

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

JUN 21 2016

**Town of Flower Mound
Town Secretary's Office**

On March 15, 2016, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. The following nominations were received by the June 15, 2016 deadline:

Nominee
Jim Carter

Nominating Municipality

City of Carrollton
City of Corinth
City of Highland Village
City of Lake Dallas
City of Lewisville
City of Sanger
City of The Colony
Town of Argyle
Town of Bartonville
Town of Copper Canyon
Town of Double Oak
Town of Hickory Creek
Town of North Lake
Town of Shady Shores
Town of Trophy Club

Brandon Barth

Town of Flower Mound

Gary Johnson

City of Roanoke

Paul Young

City of Pilot Point

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection **by 5 p.m. on September 15, 2016**. Notification must come in the form of official council action. Enclosed is a sample resolution you may wish to use as well as bios or resumes of the nominees. Also enclosed for your reference, is a copy of the resolution outlining the board appointment process and a list of current board members.

Please send a copy of the resolution recording your council's action by mail to: Denco Area 9-1-1 District, P.O. Box 293058, Lewisville, TX 75029-3058 or fax it to 972-353-6363. You may also email your response to Andrea Zepeda, Executive Assistant at andrea.zepeda@denco.org.

Thank you for your assistance in this matter.

Enclosures

Council Resolution No. _____

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY / TOWN OF _____, TEXAS:

Section 1

The City / Town of _____ hereby

VOTES TO APPOINT _____ as a member of the Board of Managers of the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2016.

Mayor _____

City / Town of _____

ATTEST:

APPROVED AS TO FORM:

City / Town Secretary

City / Town Attorney

2016.03.10.AI.08

DENCO AREA 9-1-1 DISTRICT**RESOLUTION****DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING
MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS**

WHEREAS, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

WHEREAS, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

WHEREAS, each member serves a term of two years beginning on October 1st of the year member is appointed; and

WHEREAS, one member representing participating municipalities is appointed each year.

NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to March 15th of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until June 15th of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on June 15th of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 16th of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on September 15th. No votes will be accepted after that time.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.
4. **Tie Breaker:** if there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 10th day of March 2016.


Chairman of the Board


Secretary of the Board

Denco Area 9-1-1 District Board of Managers FY2016

Jack Miller, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2000
- Term expires September 2016
- Former mayor and council member of Denton
- Self-employed as a human resource manager

Bill Lawrence, Vice Chair

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2017
- Former Mayor of Highland Village
- Businessman, Highland Village

Chief Terry McGrath, Secretary

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2017
- Assistant Fire Chief, City of Lewisville

Jim Carter

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2016
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Sue Tejml

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2017
- Mayor, Town of Copper Canyon
- Attorney at Law

Rob McGee

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2012
- Serves until replaced by telephone company
- Manager, Region Network Reliability, Verizon

All voting members serve two-year terms and are eligible for re-appointment.

JIM CARTER

6101 Long Prairie Road, Suite 744-110 (817) 239-7791
 Flower Mound, Texas 75028 jcarter@halff.com

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Post Graduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Senior Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
President	Denton County Emergency Services District #1 Fire and Emergency Medical over 56 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Corral City and Northlake); Lantana Freshwater Supply Districts #6 and #7 and rural areas of Denton County
Texas State Board Member	SAFE-D – Trains Emergency Services District Commissioners
Board Member Denco 911	Emergency telecommunications system that assists its member jurisdictions in responding to police, fire and medical emergency calls.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President's Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee
American Heart Association	Board of Directors, Celebrity Waiter

BUSINESS ORGANIZATIONS

North Texas Council of Governments	Transportation Board
Fort Worth Chamber of Commerce	Chairman, North Area Chamber Annual Golf Tournament Economic Development Council Governmental Affairs Committee
Texas Alliance for Growth Greater Fort Worth Area	Legislative Committee
Northeast Leadership Forum	Board of Directors, Chairman Mayors Forum, Chairman Legislative Committee
Metroport Partnership	Founding Member and Chairman
Northwest Community Partners	Founding Member, Chairman Board of Directors
Industrial Developer Association	Developer Representative

Honors: Who's Who In the South and Southwest, Who's Who in U.S. Executives

Brandon Barth

PROFILE SUMMARY

Results-oriented, dependable self-starter who is knowledgeable of and experienced in media relations, customer service, safety, and hazardous materials work in a fast-paced, high-stress environment. Exhibits superior communication and multi-tasking skills with an acute attention to detail.

EDUCATION

Bachelor of Business Administration, International Business

Georgia College & State University, Milledgeville, GA, May 2007

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Town of Flower Mound, TX

March 2014-Present

Emergency Management Officer

- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Emergency Operations Plan. Plans the Town's response to disasters and ensures that all entities are able to respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Trains and coordinates activities in preparing for or responding to disaster situations with all Town departments, neighboring communities, schools, hospitals, and public and private agencies
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Responsible for ensuring operability of outdoor warning and other Town emergency communication systems.
- Serves as liaison with community, state and federal authorities concerned with disaster planning and response.
- Serves as one of the fire department's Fire Investigators
- Maintains certification as a State of Texas Firefighter and National Registry Emergency Medical Technician
- Coordinates the fire department's Citizen Fire Academy
- Serves as a Public Information Officer

Allied International Emergency, Fort Worth, TX

September 2013-March 2014

Operations Manager

- Managed the daily operations of the company's Fort Worth/Corporate branch.
- Oversaw multiple hazardous materials and environmental remediation projects daily (500+ annually) in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during an emergency response.

Brandon Barth

Allied International Emergency, Fort Worth, TX

May 2011-September 2013

Project Manager

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.
- Wrote policies for new hires to the company.

Baldwin County Fire Rescue, Milledgeville, GA

January 2007-March 2011

Full-time Firefighter/Public Information Officer

As the department's Public Information Officer, responsibilities include:

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those writing reports.
- Interacted with members of the community in both emergency and non-emergency settings; requiring a unique set of customer service skills.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted in the development of presentations to the County Commissioners as well as the County Manager on behalf of the Fire Chief.
- Provided public service announcements to the public through the use of various media platforms.
- Assisted with grant and compliance research on behalf of the executive staff.

Brandon Barth

As a Firefighter, responsibilities include:

- Worked 24 hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
 - Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
 - Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
 - Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1
 - Provided fire safety demonstrations and classes to children in the local school system.
 - Wrote detailed incident reports based on the National Fire Incident Reporting System format.
 - Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
 - Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Recognition: Awarded Firefighter of the Year for 2008-2009.

Baldwin County Fire Rescue, Milledgeville, GA

January 2005-January 2007

Part-time/Volunteer Firefighter

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in excess of 80% of emergency calls and training drills and responded to emergencies via notification by pager.

Gary D. Johnson

609 Dallas Drive

Roanoke, Texas 76262

Cell 817-832-5469

E-mail: gjohnson@roanokepolice.com

Executive Profile

A professional public safety administrator with more than 26 years of senior management experience in a modern public safety agency. Known as an innovative leader with a special talent for problem solving, and providing outstanding service to citizens and employees. Areas of strength include:

Strategic Planning

Policy Development

Operations Management

Written & Verbal Communications

Implementing Change

Budget Development & Control

Citizen & Business Relations

Training & Staff Development

Professional Experience**City of Roanoke****Assistant City Manager/Chief of Police (2015 – Present)**

An executive management position responsible for seventy-one full time personnel and all public safety operations. Oversee the creation and administration of five departmental budgets exceeding 9 million dollars, and provide leadership and guidance to five high level managers. Project manager for a new digital P25 public safety radio system including all new equipment in the 911 call center.

City of Roanoke Police Department**Chief of Police (2003 – Present)**

An executive management position responsible for thirty-nine full time personnel and all Police operations. Responsible for policy development and implementation within an ever changing judicial and legislative environment. Responsible for the creation and administration of an annual budget of 5 million dollars, and the allocation of all assigned resources.

Key Contributions

- Reorganized personnel and schedules that resulted in a significant increase in overall productivity.
- Created a positive and collaborative environment with internal and external stakeholders to identify problems and improve relationships.
- Initiated a two part National Night Out event that resulted in a national award.
- Created a Citizens Police Academy and Citizens on Patrol organization.

- Implemented Texas Police Chiefs Best Practices program by directing the complete re-write of policies and procedures, and meeting 165 strict standards that allowed the department to become “Recognized Agency” after passing a two day inspection by outside assessors.
- Using a regional approach help to create a multi-agency Swat Team that dramatically reduced the cost of this specialized service.

City of Watauga, Department of Public Safety

Deputy Director of Public Safety (1989 – 2003)

A senior management position responsible for a staff of fifty-two full time personnel and all public safety operations. Areas of responsibility include: police patrol and traffic enforcement, fire suppression, criminal investigations, community services, departmental records, training, fire inspections, 9-1-1 communications, animal control, contract administration, public information, professional standards, and policy development. The Deputy Director is also responsible for the creation and administration of the annual General Fund and Crime Control District budgets that exceed 3.5 million dollars.

Key Contributions

- Implemented scenario based policy training that significantly increased understanding and compliance with new policies.
- Developed and implemented a new departmental salary structure within budget constraints, thereby greatly reducing employee turnover.
- Created a survey card system that gathers citizen input and evaluates performance of all services rendered.
- Authored bid specifications, evaluated proposals, recommended final purchase, and supervised the training and installation of a public safety software and radio communications system.
- Developed a plan and budget proposal for the continuation of a Crime Control District. Worked closely with City Council to organize and schedule presentations made to several key citizen groups that resulted in the continuation of a one-half cent sales tax to fund the Crime Control District.
- Conducted an in-depth analytical analysis of the City’s contract ambulance service and options for change. Successfully implemented a City operated ambulance service within a mandated ninety-day time frame.

Patrol Captain, Police and Fire Services (1988-1989)

A command level position directly responsible for the day-to-day operations and delivery of first line police, fire, and emergency medical services to the community. Maintained staffing levels to ensure adequate personnel resources on a twenty-four hour a day basis. Responsible for the training and operation of the department’s Special Weapons and Tactics team and Reserve Police Officer’s Program.

Key Contributions

- Created a career development program for commissioned personnel.
- Initiated a new process for the testing and evaluation of candidates for the position of public safety officer.

- Developed and instituted a system that accommodated the needed shift rotation while allowing patrol personnel to attend college classes.

Patrol Sergeant, Police and Fire Services (1984-1988)

A first line supervisor position responsible for the activities of four public safety officers while directly delivering police, fire, and emergency medical services to the community. Served as the department's training officer.

Key Contributions

- Authored a grant application that resulted in the award of a five-year grant for a crime prevention officer, a new van, and related equipment.
- Co-leader of a dual city murder investigation that led to the arrest and conviction of the perpetrator.
- Instrumental in the formation of a Special Weapons and Tactics Team. Served as the team's commander for 5+ years.
- Successfully planned and executed over seventy high risk narcotic search warrants without an incident of serious injury to officers or suspects.

Police Officer/PSO, Police and Fire Services (1982-1984)

Delivered first line police, fire, and emergency medical services to the community. Conducted police patrols and traffic enforcement, investigated crimes, initiated arrests of suspected perpetrators, extinguished fires, and provided medical treatment to the sick and injured.

Town of Fairview, Strategic Planning Consultant (April – November, 2000)

Provided professional assistance to a committee of citizens and political leaders in the development of a five-year strategic plan for the Town's Public Safety Department. After a completed plan was in place assisted with the selection of a new Public Safety Director.

Education & Credentials

Master of Public Administration (2000)

University of North Texas, Denton, Texas

Member Pi Alpha Alpha National Honor Society

Bachelor of Applied Arts and Sciences (1997)

Interdisciplinary Studies, Criminal Justice/Management

Dallas Baptist University, Dallas, Texas

Specialized Training

F.B.I. National Academy (2001)
Federal Bureau of Investigation
Quantico, Virginia

School of Police Supervision (1987)
The Southwestern Law Enforcement Institute
Richardson, Texas

Certifications & Licenses

Texas Master Peace Officer License
Texas Peace Officer Instructor License
Texas Advanced Firefighter Certification
F.A.A. Private Pilot License

Professional & Civic Organizations

Texas Police Chief's Association (2nd Vice President)
North Texas Police Chief's Association (Past President)
International Association of Chiefs of Police
Denton County Police Chief's Association
F.B.I. Academy Associates Association
Roanoke Lions Club (Charter Member)

PAUL YOUNG

940-390-4685

670 W Walcott, Pilot Point, TX 76258

pyoung@cityofpilotpoint.org

Objective

Denco 911 Board

Education

- Weatherford College 2013 – AAS Fire Administration
- Weatherford College 2013 – AAS Fire Protection Technology
- Considered for Phi Theta Kappa
- Texas Commission on Fire Protection—Master Firefighter
- Texas Commission on Fire Protection Fire Instructor II
- Texas Commission on Fire Protection Field Examiner
- UT Southwestern EMT Basic 1988
- Metrocrest Medical School—Paramedic 1995
- National Fire Academy - Fire Service Supervision 2008
- Wildland Firefighter I Red Card 2009

Experience

May 2014 – Present

Pilot Point City Council – Place 1

October 1984 - March 1988 Volunteer Firefighter

Lewisville Volunteer Fire Department | Lewisville, TX

March 1988 – September 2014 Firefighter Paramedic

Lewisville FD: Served on the Strategy and goals committee for the Lewisville Fire Department
Trained new paramedics and assisted in continuing education for current paramedics as Field Training Officer from 2001-2006

Acted as a Second Driver Engineer from 1990 – present

Firefighter / Paramedic for the Lewisville Fire Department

Fire Dispatcher May 2014 –September 2014

2008-2010 Chief Officer

Pilot Point Fire Department

Division Chief of Operations, Assistant Chief and Interim Fire Chief

Directed day to day operations, commanded emergency operations, created budget

Oversaw final inspection and acceptance of new 2000 gallon water tender

Chaired the Brush Truck Spec committee for Pilot Point Fire Department

Wrote and awarded a grant for \$47,000 from the Assistance For Firefighters fund

2010 - 2013 Firefighter / Paramedic

Texas Motor Speedway

On - track Firefighter / Jump Medic

2005 - 2010 Pit Road Medic

Texas Motor Speedway

1997 - 2003 Firefighter / Paramedic

Highland Village Fire Department

Part time Firefighter / Paramedic

Responsible for training new paramedics and newly hired fire officers

Coordinated renovation and construction of the dormitory for the fire station

Assisted in the transition from an all-volunteer department to a combination department

Substituted for Captains on leave

1998 Paramedic

Pilot Point Ambulance Service

1994-1996 Volunteer Firefighter

Pilot Point Volunteer Fire Department

Firefighter, Assistant Chief, and Captain

Skills

- Computer literate, able to use Windows 10, MS Office 2010, mapping programs
- Working knowledge of dealing with underfunded and understaffed fire departments
- Familiarity in both rural, and suburban firefighting techniques
- Working knowledge of current dispatching systems used by Lewisville FD/PD

Professional References

Chief Joe Florentino

Little Elm Fire Department

Little Elm, Tx.

469-853-4229

Chief Ken Swindle

Krum Fire Department

Krum, TX

972-571-6330

Calvin Allison (ret)

Clear Water, Florida

903-815-1582

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

SECTION 1

The Town of Flower Mound hereby votes to appoint Brandon Barth as a member of the Board of Managers for the Denco Area 9-1-1 Emergency Communication District for a two-year term beginning October 1, 2016.

SECTION 2

This Resolution shall become effective immediately upon its passage and approval.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____ ON THIS 4th DAY OF AUGUST, 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. 5

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: This interlocal cooperation agreement allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the River Walk Public Improvement District No. 1. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The cost will be paid by the River Walk Public Improvement District No. 1.

The Texas Government Code, Title 7, Chapter 791 "Interagency Cooperation Act" authorizes the Town to contract with Denton County for this service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

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

ATTACHMENTS:

1. Interlocal Cooperation Agreement for River Walk Public Improvement District No. 1 Tax Collections

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.

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

_____ **PUBLIC IMPROVEMENT DISTRICT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created _____, hereinafter referred to as "**DISTRICT**," and has ~~levied special rate based~~ assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September of 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** rate based assessments for tax year 2016. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent assessment accounts in the month of February 2017 notifying that delinquent penalties will apply to all assessments which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2017. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2016 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2016 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the assessment rate levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2016, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed \$0.72 each. **The assessment rate is to be accompanied by the resolution passed by the governing body for the 2016 assessment year.** All assessments become due on receipt of the tax statement each year. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed \$0.72.

5. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected rate based assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected rate based assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed \$0.72 per corrected statement. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment rate is to be accompanied by the resolution passed by the governing body for the 2016 assessment year.**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2017, deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

\$ **0.72** x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2016 **end of year assessment roll for assessment year 2015**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts.

CITY/TOWN shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners’ Court. All entities are assessed the same per parcel collection rate.

IX.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

CITY/TOWN: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XIII.

CITY/TOWN hereby designates _____ to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this _____ day of _____ 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

Address: _____
City, State, Zip: _____

BY: _____
Name: Thomas E. Hayden
Title: Mayor

SIGN HERE

ATTEST:

BY: _____
Name Theresa Scott
Title Town Secretary

SIGN HERE

APPROVED AS TO FORM:

Denton County Assistant District Attorney



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

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

BACKGROUND INFORMATION: Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2016.

There are three main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) set the value of the property in our Town's limits each year. Second, the Appraisal Review Boards (ARB) settle any disagreements between the taxpayers and the DCAD or the TAD about the value of any property under protest. Third, the Town decides how much money it will need to spend to provide services to taxpayers. This determines the total amount of taxes that will need to be collected.

The preliminary appraisal was provided by the DCAD and the TAD in mid May and the certified appraisal roll was provided in late July. The Chief Appraisers certify the appraisal rolls that allows the Town to calculate and submit the effective and rollback tax rates.

The total taxable value on the 2016 appraisal roll including estimated values under protest is \$9,398,923,159. Once the tax rate is approved, the Town will be able to calculate its 2016 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately \$595,670,624 of the 2016 appraisal roll is the incremental difference between the 2005 and 2016 appraised value of properties in the TIRZ.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2016 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Flower Mound, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and TAD to calculate the tax rate and rollback tax rate applicable to taxable property in the Town; and

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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

SECTION 1

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

SECTION 2

The Town Council hereby approves the 2016 appraisal roll of the Town, in the amount of \$9,398,923,159 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

SECTION 3

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

ORDINANCE NO. _____

PAGE 2

SECTION 4

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL
OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____,
ON THIS 4th DAY OF AUGUST, 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. 7

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: Ad valorem tax collection revenue is divided between the General Fund (for operation and maintenance), the Debt Service Fund (for payment of principal and interest on debt obligations), and the Tax Increment Reinvestment Zone (TIRZ) Fund. The Town's current rate of collection of ad valorem taxes is expected to meet or exceed 100 percent.

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2016-2017 fiscal year, which is one of the steps required by state law to establish the 2016-2017 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws have two purposes: 1) to make taxpayers aware of tax rate proposals; and 2) to allow taxpayers, in certain cases, to roll back or limit a tax increase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their effective and rollback tax rates and the notice-and-hearing limit for the upcoming fiscal year. The effective tax rate allows the public to evaluate the relationship between taxes for the current fiscal year and the upcoming fiscal year. This rate will produce the same amount of tax revenue if applied to the same properties in both years. The rollback rate is the highest tax rate the Town can set before taxpayers can start rollback procedures.

All taxing units that levied property taxes in 2015 and intend to levy them in 2016 must calculate an effective tax rate and a rollback tax rate. Although the actual calculation is more detailed, the Town's effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

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.

State law also requires municipalities to publish the effective and rollback tax rates, and to hold two public hearings if the proposed tax rate exceeds the lower of the effective or rollback tax rate.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

RECOMMENDATION: Move 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.



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

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 Council must take a record vote on the maximum tax rate to be considered for the upcoming fiscal year. The adopted tax rate may not exceed this maximum rate.

The Town is required to hold two public hearings on the tax rate and publish a notice in the newspaper, 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).

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law. This public hearing is in addition to the tax rate public hearings required by the State Property Tax Code.

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, Assistant Town Manager/CFO

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

RECOMMENDATION: Move 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.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: August 4, 2016

FROM: Brittni Barnett, Grants and Financial Analyst

ITEM: Consider approval of a resolution authorizing the adoption of the Program Year 2016 Action Plan for Housing and Community Development Block Grant and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

BACKGROUND INFORMATION: This item is to consider approval of Flower Mound's Program Year 2016 Action Plan, which specifies that Community Development Block Grant (CDBG) funds will continue to be used for planning and administration, to subsidize Town-wide transit service for Town's elderly and severely disabled adults, and to continue funding the Residential Rehabilitation Program and the Minor Home Repair Program.

In February, HUD notified the Town that our jurisdiction's 2016 allocation is \$177,455. In order to receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used. Flower Mound's Program Year 2015-2019 Strategic Plan for Housing and Community Development was approved by the Town Council on July 3, 2015. Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them in order to achieve the identified strategic goals. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively.

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on June 1, 2016, to discuss the Action Plan. The Action Plan was also available for public comment for 30 business days on the Town website, the Library, and Town Hall. Staff did not receive any comments.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$177,455

Proposed Expenditure:	Account Number(s):
\$177,455	CDBG Grant Fund

Finance Review by: N/A

LEGAL REVIEW: Andrea D. Russell, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2016 Action Plan for Housing and Community Development as to form and legality.

ATTACHMENTS:

1. Draft Resolution
2. Proposed Program Year 2016 Annual Action Plan

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.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2016 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2016 Action Plan (the "Plan") must be adopted by the Town of Flower Mound (the "Town") in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart B. McKinney Act of 1987, as amended; and

WHEREAS, the Plan has been made available for public review and comment for a thirty (30) business day period; and

WHEREAS, the Flower Mound Community Development Block Grant Advisory Committee (the "Committee") held a public hearing to allow for public comments regarding the Plan; and

WHEREAS, the Committee received no public comments during either of the aforementioned opportunities for feedback; and

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Program Year 2016 Action Plan and to authorize the Mayor to execute the Plan on behalf of the Town and submit same to the U.S. Department of Housing and Urban Development.

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

SECTION 1

That all of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound's Program Year 2016 Action Plan for Housing and Community Development attached hereto as Exhibit "A" is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2016 Action Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

SECTION 4

RESOLUTION NO. _____

This Resolution shall become effective upon its adoption.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 4th DAY OF
AUGUST, 2016.**

APPROVED:

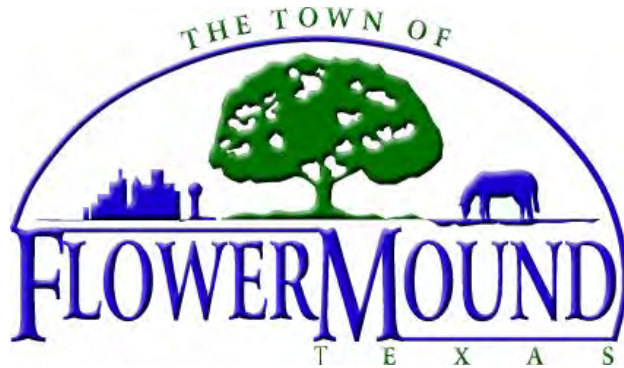
Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN OF FLOWER MOUND

PROGRAM YEAR 2016

ANNUAL ACTION PLAN

Prepared for the U. S. Dept. of Housing and Urban Development

EXECUTIVE SUMMARY

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires that the Town of Flower Mound submit an Annual Action Plan every year in order to receive federal grant funds, which provide services and activities that benefit primarily low-to-moderate income individuals and households. The Town's 2016 Annual Action Plan outlines the activities that the Town will pursue with federal funds to meet the goals laid out in its 2015-2019 Consolidated Plan.

The Town of Flower Mound has demonstrated a commitment to serving its residents with the greatest needs. In addition to carrying out its CDBG-funded projects, the Town reaffirms this commitment by executing numerous other activities that benefit the entire community, including Flower Mound's low- and moderate-income residents. These activities include, improving and maintaining public facilities, parks, recreational facilities, streets and sidewalks, planting trees, maintaining the residential homestead exemption for those with disabilities and individuals sixty-five years and older, and fostering a balanced tax base and increased local employment by working to increase the number of businesses located in Flower Mound.

Summarize the Objectives and Outcomes Identified in the Plan

Based on the level of CDBG funding expected this fiscal year and the goals put forth in the 2015-2019 Consolidated Plan, the Town has laid out objectives and outcomes to address the two following identified needs:

1. Continuous challenges in the Town's aging infrastructure. The Town believes it is imperative to maintain the Town's housing stock.
2. The absence of public transportation hurts the Town's elderly and disabled residents.

These outcomes and objectives can be found in the section titled "Annual Goals and Objectives" and include preserving the Town's existing housing stock by continuing the Residential Rehabilitation Program and Minor Home Repair Program and supporting a town-wide transportation service for the Town's elderly and residents with disabilities.

Evaluation of Past Performance

Progress toward Annual Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Report (CAPER). The 2014 CAPER reported the results achieved in the fifth and final year of the Town's 2010-2014 Consolidated Plan.

Currently, the Town has met or exceeded the majority of its housing and community development goals with the Residential Rehabilitation Program, the Town-wide Transportation Service and its new Minor Home Repair Program.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents. The Town's CDBG accomplishments include completing nine Residential Rehabilitation Program projects, completing one project as part of its new Minor Home Repair Program, and subsidizing the town-wide transportation service for the elderly and those with disabilities.

It is important to note that the Town expended 100 percent of its CDBG funds for activities that principally benefitted low-and-moderate-income residents.

Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager and Assistant Town Manager. In addition to oversight and input from the committee, the Town also hosts two public hearings each year and a 30-day public

comment period for the Annual Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall, the Library and information published on social media and the Town's website.

During years in which the Town develops a Consolidated Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on all of the Town's social media sites.

Summary of Public Comments

Public Comments are summarized in the citizen participation appendix.

Summary of comments or views not accepted and the reasons for not accepting them.

All public comments and views were accepted.

Summary

The Town of Flower Mound's 2016 Annual Action Plan sets forth objectives, strategies and goals for improving the quality of life of low-to-moderate-income residents of the Town during the planning year in accordance with the Town's 2015-2019 Consolidated Plan.

LEAD AND RESPONSIBLE AGENCIES

Narrative

Leadership responsibility for the success of this program ultimately rests with the Town of Flower Mound and, more specifically, with the Financial Services Division. Financial Services staff assists in coordinating the efforts of the entities involved, making periodic progress reports to federal, state and local governmental bodies and encouraging involvement from the business community.

Annual Action Plan Public Contact Information

Town of Flower Mound
c/o Brittnei Barnett
Grants and Financial Analyst
2121 Cross Timbers Rd.
Flower Mound, TX 75028
972-874-6040
Brittnei.Barnett@Flower-Mound.com

CONSULTATION

Introduction

The Town of Flower Mound's Financial Services Division is responsible for coordinating the consultation process for the Annual Action Plan. The Annual Action Plan is published on the Town's website and made available for review at Town Hall and the Flower Mound Public Library. The Citizen Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process, such as providing the Town with information on housing and community development needs as part of the preparation of the Annual Action Plan. Additionally, the Town conducts at least one public hearing during the development process before the Annual Action Plan is published and allows for a 30-day comment period to obtain residents' feedback and questions. Public hearings are held at Town Hall,

which is easily accessible to all residents. The Town also provides updates and information about the process as needed at meetings with local agencies such as the quarterly Agency Roundtable and the Denton County Homeless Coalition meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.

As needed, the Town's Financial Services Division provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized.

In preparing the Annual Action Plan, the Town consulted with and collected information from various Town departments and outside agencies that are responsible for administering programs covered or affected by the Annual Action Plan. Some of these outside agencies include the Denton Housing Authority and Denton County Homeless Coalition.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Town of Flower Mound is an active member of the Denton County Homeless Coalition, as well as the Denton County Homeless Coalition Steering Committee. Although there are no known homeless individuals in Flower Mound, staff participates in the meetings to ensure that services are available for those currently at risk of becoming homeless as well as those who are actually homeless, should the need arise.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town coordinates with the local COC through regular attendance, membership and participation in various committees within the Denton County Homeless Coalition. The Town also assists the Coalition with the annual Point in Time Count and coordinates with the COC and the Coalition in finalizing results and utilizing data for the planning of homeless services.

Identify any Agency Types not consulted and provide rationale for not consulting:

The Town made every effort to consult all relevant agency types and did not specifically or purposefully exclude any particular agency type.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

Lead Organization: Denton County Homeless Coalition

How do the goals of your Strategic Plan overlap with the goals of each plan: The Strategic Plan incorporates strategies and efforts implemented by the COC.

Narrative (Optional)

Please see above.

PARTICIPATION

Summarize citizen participation process and how it impacted goal-setting.

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager and Assistant Town Manager. In addition to oversight and input from the committee, the Town also hosts two public hearings each year and provides a 30-day public comment period for the Annual Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall and the Library. Information is also published on the Town's social media accounts and the Town website.

During years in which the Town develops a Consolidated Plan, the Town conducts an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on all of the Town's social media sites.

The Public Hearing for this year's Annual Action Plan was held at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices and the Town website noted that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library. Both of these buildings are accessible to those with limited mobility.

For the PY 2016 Annual Action Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, Denton County Homeless Coalition, the Community Outreach Committee, public service agencies and staff in various Town departments.

The goals and priorities for the Annual Action Plan were greatly impacted by feedback garnered from these various efforts as well as the Town's current Consolidated Plan.

EXPECTED RESOURCES

Introduction:

This section discusses the resources that will be used to meet the goals of the 2016 Annual Action Plan.

Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:

The Town's Financial Services Division is the lead agency for the implementation of the Community Development Plan. Internally, the Financial Services Division works in collaboration with all Town departments to deliver projects, services and other benefits to eligible clients. Externally, the Division works with clients and subrecipients of the program. The Financial Services Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, funding for the department comes from CDGB funds as well as the Town Council. The Town Council makes available an estimated \$200,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound. There are no matching requirements for CDBG funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

The Town does not intend to use publically owned land or property to fulfill the goals of the 2016 Annual Action Plan.

Discussion:

Please see above.

ANNUAL GOALS AND OBJECTIVES

Goals:

- 1. Preserve Existing Housing Stock:** Continue to fund the Town's Residential Rehabilitation Program and Minor Home Repair Program. These programs are designed to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units. Quantity: 4 (Homeowner Housing Rehabilitated)
- 2. Transportation Services:** Continue to fund the Town's town-wide transit service for the Town's elderly who are 65 years and older and adults with severe disabilities who are 21 years and older. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas. Quantity: 25 (Public service activities other than Low/Moderate Income Housing Benefit)
- 3. Planning and Administration:** Up to 20 percent of total CDBG grant expenditures will be used for planning and administration. Quantity: 1 (Other)

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b): 4

PROJECTS

Introduction:

This document serves as the Town of Flower Mound's 2016 Annual Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2016 program year to address Flower Mound's strategies stated in the 2015-2019 Consolidated Plan for Housing and Community Development. The following five-year goals were identified in the 2015-2019 Consolidated Plan:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program and Minor Home Repair Program.
- Planning and Administration
- Provide transportation services through a Town-wide program for adults who are 65 and older and adults with disabilities.

This section details the projects proposed for the 2016-2017 program year.

Projects:

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:

- \$118,385- Residential Rehabilitation Program
- \$26,615- Town-wide transit service
- \$2,455- Planning and Administration

- \$30,000- Minor Home Repair

The Town, under advisement from the Community Development Advisory Committee, has allocated funds to its various projects based on past performance and anticipated need. The largest obstacle the Town faces in addressing the underserved needs is a lack of sufficient resources.

GEOGRAPHIC DISTRIBUTION

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:

Because of the size of the Town's funding allocation, the Advisory Committee decided not to target a certain area of the Town for assistance. All of the activities are intended to have a town-wide benefit.

Geographic Distribution: Town of Flower Mound-100%

Rationale for the priorities for allocating investments geographically N/A

Discussion: Please see above.

AFFORDABLE HOUSING

Introduction:

This section summarizes the affordable housing goals for the 2016 Action Plan. The Town of Flower Mound is proposing to use about **84 percent** of its 2016 CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to-moderate income households through the Residential Rehabilitation Program and the Minor Home Repair Program. The majority of the households applying for funds have members who are elderly and/or have a disability.

One Year Goals for the Number of Households to be Supported: 4 (Non-Homeless)

One Year Goals for the Number of Households Supported Through: 4 (Rehab of Existing Unit)

Discussion

The Town of Flower Mound is proposing to use **84 percent** of its annual CDBG allocation to fund the rehabilitation of low-to-moderate income owner-occupied houses. It is anticipated that two households will be served through the Residential Rehabilitation Program and two households will be served through the Minor Home Repair Program.

PUBLIC HOUSING

Introduction:

This section is not applicable. Flower Mound currently has no public housing, and there are no plans for public housing in the Town of Flower Mound at this time.

Actions planned during the next year to address the needs to public housing: N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership: N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance: N/A

Discussion: Please see above.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

Introduction

This section describes the activities planned during the 2016-2017 program year to address the needs of people who are homeless and other non-homeless special needs. The Town will not allocate funds this plan year to directly address the needs of the homeless.

Instead, the Town's strategy to address the needs of the homeless and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2016, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. However, no homeless were identified in Flower Mound during the counts or through other resources.

Potential obstacles to completing these action steps include limited funding available to the Denton County Homeless Coalition, the Salvation Army and the Christian Community Action Agency, each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

-Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

Outreach to persons experiencing homelessness is carried out through the Town's partners, primarily Christian Community Action. Flower Mound allocates a portion of general funds each year to support Christian Community Action and its efforts to prevent homelessness and provide needed services to the homeless population. The needs of persons who are homeless are assessed routinely as part of program provision.

The Town also collaborates with the Denton County Homeless Coalition (DCHC). DCHC conducts general monthly meetings and is attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate.

-Addressing the emergency shelter and transitional housing needs of homeless persons.

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of becoming homeless in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

-Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families

experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

-Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families.

Discussion

Please see above.

BARRIERS TO AFFORDABLE HOUSING

Introduction

The Fair Housing Committee meets annually to update the Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis. However, the report did note that the Town will benefit from certain activities to help ensure that unanticipated barriers do not develop.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

The Fair Housing Committee discussed a few items that the Town should do to ensure that unanticipated barriers do not develop. To address the identified issues and ensure that unanticipated barriers do not develop in the future, the Town will benefit from:

- The SMARTGrowth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Department working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- The Financial Services Department continuing to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty

level. Services should be targeted to those areas where larger percentages of low- and moderate-income families reside.

- The Community Services Department ensuring that residents living in those Census Tracts with a high percentage of poverty level incomes are made aware of job training and job search workshop opportunities at the Town of Flower Mound Library.

Discussion

Please see above.

OTHER ACTIONS

Introduction

This section reports additional efforts the Town will undertake during the 2016-2017 program year to address residents' housing and community development needs.

Actions Planned to Address Obstacles to Meeting Underserved Needs

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town will allocate approximately \$200,000 in general fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions Planned To Foster and Maintain Affordable Housing

Housing priorities and objectives Flower Mound hopes to achieve during the next year include continuing the Residential Rehabilitation Program and Minor Home Repair Program, leveraging funds to supplement scarce resources, facilitating the availability of affordable housing for disabled and senior citizens and fostering a balanced tax base:

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The program is designed to assist low- and moderate- income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program will pay for the rehabilitation up to \$60,000.
- Minor Home Repair Program - Based on citizen input and direction from Town Council, Flower Mound started a Minor Home Repair Program in PY 2015. The program is designed to assist low- and moderate- income homeowners in Flower Mound with minor repairs of their single-family, owner-occupied houses. The program will pay for minor repairs up to \$15,000.
- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation and local lending agencies. This collaboration is dedicated to providing those services needed to increase the number of low-and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.
- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to \$100,000. For the most recent year, this increase will affect about 3,112 property accounts.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 76% residential to 22% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out

percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

Actions Planned to Reduce Lead-Based Paint Hazards

The Town of Flower Mound currently has two housing activities (The Residential Rehabilitation Program and the Minor Home Repair Program) that are carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant or Housing Opportunities for Persons with AIDS. In 2003, the Town formed a Lead-based Paint Task Force to determine what activities need to be undertaken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records and reports for any references to lead-based paint; (b) identified the locations of the 859 houses in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website. Based on Task Force recommendations, the Town's Environmental Services Division was identified as Flower Mound's point of contact for lead-based paint issues. This Division will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program and Minor Home Repair Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

Actions Planned to Reduce the Number of Poverty-Level Families

Flower Mound's actions to reduce the number of poverty level families during the next year include economic development, tax exemptions for senior citizens and those with disabilities, leveraging resources, and serving as a referral source:

- Economic development – 3.1% of Flower Mound families live below the poverty level (compared to 8.9% in Denton County and 17.7% in Texas) and the Town's unemployment rate of 4.3% is lower than Denton County's rate of 6.2% the State's 7.7% rate, and the Nation's rate of 9.2%, according to the American Community Survey 5-Year Estimates. Flower Mound's lower rate can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, within Town limits, only 22.42% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 76.34% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- Tax exemptions for senior citizens and those with disabilities - In 2015, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and

individuals 65 years of age or older at \$100,000. During the next year, our goal is to maintain the exemption. For the most recent year, this will affect about 3,112 property accounts.

- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

These actions will assist in reducing the poverty level of Flower Mound families by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities and providing a referral network for those families seeking rental and other assistance.

Actions Planned to Develop Institutional Structure

The Town will promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized. Additionally, the Town's continued involvement with the Denton County Homeless Coalition will help ensure open communication and networking opportunities between the Town and the various service providers in the area.

Actions planned to enhance coordination between public and private housing and social service agencies:

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders. Town staff will serve as a referral source to families with low- and moderate- incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health, and social service representatives throughout Denton County. The Coalition also applies for and receives grants to serve Denton County's homeless and near-homeless population. Flower Mound will also continue to expand its Community Outreach Committee, to identify needs where gaps exist and areas where services overlap. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Discussion

Please see above.

PROGRAM SPECIFIC REQUIREMENTS**Introduction**

The Town will receive no program income during PY 2016 and will expend an estimated **100 percent** of its PY 2016 funds on low- to-moderate income individuals. The Town will ensure that 100 percent of the housing rehabilitation and public service allocations will be for low-to-moderate-income individuals.

Discussion

Please see above.



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 15, 2016, public hearing on the Town of Flower Mound Crime Control and Prevention District (Crime District) budget and schedule the September 19, 2016, adoption of the FY 2016-2017 Crime District budget.

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 similar procedures and dates to the Town's annual budget.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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.



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 15, 2016, public hearing on the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) budget and schedule the September 19, 2016, adoption of the FY 2016-2017 Fire District budget.

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 similar procedures and dates to the Town's annual budget.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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.



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: Since 1994, the Town has maintained an interlocal cooperation agreement that allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the Town. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The estimated cost of \$22,500 is expected to be paid to Denton County for fiscal year 2016-2017 for these services.

This agreement is subject to renewal for an additional one-year term at the discretion of the Denton County Commissioner's Court and the Town Council of the Town of Flower Mound, unless terminated by written notice by either party.

The Texas Government Code, Title 7, Chapter 791 "Interagency Cooperation Act" authorizes the Town to contract with Denton County for this service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$22,500

Proposed Expenditure:	Account Number(s):
\$22,500	100-650-54200-5110

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

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

ATTACHMENTS:

1. Interlocal Cooperation Agreement – Tax Collections

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.

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND
CITY/ TOWN OF**

THIS AGREEMENT is made and entered into this 4th
day of August 2016, by and between **DENTON COUNTY**, a political
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the
City/Town of _____, Denton County, Texas, also a political
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to
the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation
Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY**
for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and
COUNTY has the authority to so act;

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in
consideration of the mutual promises, covenants, and agreements herein contained, do
agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

MUNICIPALITY agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2016, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent property accounts in the month of February notifying that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2017. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the 2016 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2016 tax rate by September 29, 2016. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2016 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2016, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed **\$0.72** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$0.72** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st, deduct from current collections of the **MUNICIPALITY** the “Total Cost” of providing all services described in paragraphs 1-5 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-5 above shall be the total of:

\$ 0.72 x the total number of parcels listed on MUNICIPALITY's September 30, 2016 end of year Tax Roll for tax year 2015.

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

MUNICIPALITY:

The City/Town of _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XII.

MUNICIPALITY hereby designates_____to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, 4th day of August 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

MUNICIPALITY

Town/City: _____
Address: _____
City, State, Zip: _____

BY: _____
Honorable Mary Horn
Denton County Judge

BY: _____
Name: _____
Title: _____

SIGN HERE

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

SIGN HERE

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Denton County Assistant
District Attorney



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: August 4, 2016

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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.

BACKGROUND INFORMATION: Staff was requested to conduct a review of the current collection services agreement and options for outstanding Class C misdemeanor capias warrants and delinquent municipal fines, utility bills and miscellaneous receivables.

A Request For Proposal (RFP) was completed with bids being received from Sawko & Burroughs, P.C. (Sawko), Linebarger, Goggan, Blair & Sampson, LLP (Linebarger), McCreary, Veselka, Bragg & Allen, P.C. (MVBA), Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue), and United Adjustment Corporation (United). The bid from United was disqualified as the proposal requirements were not achieved.

An evaluation committee (Committee) was formed which independently reviewed each proposal in accordance with the requirements of the RFP. The Committee recommends Sawko based on the evaluation criteria as displayed in the following matrix:

	Sawko	Perdue	MVBA	Linebarger
Qualifications as evidenced in Specifications – 20%	20	19	19	18
Approach to collection methods and processes – 20%	18	16	14	13
Experience with similar customers, references – 20%	20	17	17	15
Recovery Rate – 20%	18	18	16	13
Overall ability to meet or exceed Town's objectives, as evidenced in all submittal documents – 15%	15	10	10	9
Stability of Firm – 5%	5	5	4	3
	96	85	80	71

Sawko has over 30 years-experience with collection services and provides the Town's current collection services for these specific outstanding items. Staff has been very satisfied with the workflow, communication and relationship with Sawko. A designated collections representative is provided to staff, including Town Marshals, who they can communicate with directly at any time. Excellent customer service has always been provided to both Town staff and the Town's citizenry. Collections letters are provided in English and Spanish for the different types of outstanding items. Town staff ultimately has final approval of the letters. Sawko allows the Town to have discretion and flexibility on the method, frequency and volume of submitting items for collection. All other firm's main focus was on Municipal Court operations with very little mention of delinquent utility or miscellaneous accounts receivables.

Continuing the relationship with Sawko would allow for continuity in staff's work flow and processes. If a change was made to one of the other firms, there would be concerns over the amount of staff time that would be required to maintain the Town's obligation to Sawko, for the previous warrants and accounts submitted, while accommodating the needs and requirements of a new collection firm. This would result in duplicate reporting and invoicing processes being complete to meet each firm's commitments.

Switching to one of the other firms would also require custom software programming with down time of at least 30 days for the implementation and other details. In addition, the staff would have to be trained in the new procedures. Town staff may not be able to meet the submittal requirements for frequency and volume of warrants and delinquent utility billing accounts and the firm could ultimately terminate the contract leaving the Town without collection services.

Based on the evaluation of the collection processes, the services reviewed and the cost verses benefit of transitioning to a new firm, the Committee proposes a recommendation to retain collection services with Sawko.

ALTERNATIVES/OPTIONS: Council may approve or deny entering into the agreement. If denied, the submittal of outstanding items will be delayed while other suitable agencies are researched.

FISCAL IMPACT: A 30% fee will be assessed to the defendant in addition to outstanding fines and fees. All other receivables will be assessed a 20% fee to the amount outstanding. This fee will be payment to Sawko & Burroughs, P.C. for services provided.

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

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

ATTACHMENTS:

1. Proposed contract with Sawko & Burroughs, P.C.

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.

CONTRACT

This contract is made and entered into by and between Sawko & Burroughs, P.C., hereinafter called "Agency" and the Town of Flower Mound, a political subdivision of the State of Texas, hereinafter called "Town."

WHEREAS, Town has certain outstanding Class C misdemeanor capias warrants and delinquent municipal fines, primarily for traffic offenders, delinquent utility bills, in addition to, miscellaneous delinquent accounts receivable;

WHEREAS, Agency is engaged in the business of collecting unpaid receivables on behalf of local governmental entities; and

WHEREAS, Town is desirous of securing the services of Agency in order to assist Town in collecting said warrants, citations, utility bills and miscellaneous accounts receivable;

NOW THEREFORE, in consideration of the premises and covenants herein contained, Agency and Town hereby agree to the following:

1. Town agrees that Agency is retained to collect outstanding capias warrants, delinquent municipal fines, utility bills and other accounts receivable (hereinafter "accounts") and that Agency is authorized to research, communicate with and, subject to the provisions hereof, take legal action to enforce collection of accounts turned over to Agency by Town.
2. Town agrees to turn over for collection by Agency, in a form and content to be mutually agreed upon, unpaid accounts that Town in its sole discretion may, from time to time, elect to turn over to Agency for collections enforcement. Town shall thereafter provide all reasonably necessary account information to support Agency in its collections efforts on behalf of Town upon request.
3. Agency will use its reasonable best efforts to assure that all monies collected will be paid directly to and/or made payable to the order of the Town. Town will provide a monthly statement of amounts collected and shall further provide updates of the remaining unpaid balances of accounts turned over to Agency upon reasonable request of Agency.
4. Agency will prepare reports summarizing the status of collection enforcement activity on accounts turned over to Agency upon reasonable request of Town.
5. As its compensation Agency will assess a fee equal to thirty percent (30%) for outstanding capias warrants and delinquent municipal fines and twenty percent (20%) of the total amount due on each account for utility bill and miscellaneous receivable turned over to Agency, or reasonable attorney fees in an amount that Agency shall set and expressly provided to Town for, each account over and above amounts otherwise due Town as authorized by law. Said fee shall be in addition to the amount otherwise due to Town and due only upon collection by Town payable to Agency on a monthly basis.
6. Town may in its discretion provide for reasonable partial payments to be made toward clearance of accounts turned over to Agency. Partial payments shall be apportioned pro rata toward the balance due the Town and to Agency.
7. Agency shall consult with Town prior to filing lawsuit.
8. Agency shall promptly apprise Town of any errors, double assessments or other discrepancies discovered by Agency affecting accounts turned over to Agency. Town shall notify Agency of substantive changes in any account that may affect Agency's collections efforts regarding such account.

9. The parties hereto agree that Agency representing the Town in the collection of unpaid criminal fines, utility bills and other unpaid receivables and will indemnify and hold the Town, its officers and employees harmless from any and all claims, losses, liabilities, damages and expenses, including reasonable attorney fees and expenses arising from or alleged to rise from acts of Agency or its employees. Town shall give Agency written notice of any claim associated with the performance of this contract within ten (10) days after receipt by the Town of notice of any claims or complaints within ten (10) days after receipt by the Agency of notice of any claims or complaints.
10. This Contract shall be in effect and shall continue from date of adoption by Town until and unless either the Town or Agency shall provide the other party thirty (30) days prior written notice of termination of this Contract, with or without cause.
11. Notice shall be deemed given by either party to this Contract when personally delivered or five (5) days after deposit in the U.S. Mail postage prepaid, certified or registered, return receipt requested, addressed to other party at the address set for below:

If to Agency:

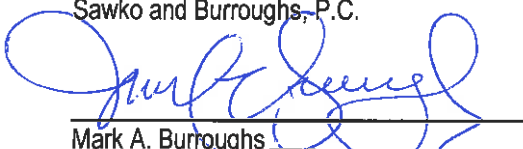
If to Town: Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

Such address may be changed at any time by notice as herein provided.

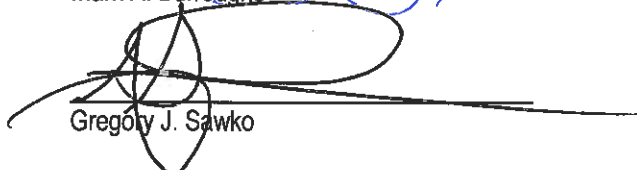
12. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas and venue shall be in Denton County, Texas. If any provision hereof shall be deemed unenforceable by a competent Court at law or by agreement of the parties hereto, all other provisions hereof shall continue in full force and effect.
13. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and shall not be amended or modified without the express written consent of both parties hereto.

EXECUTED THIS THE _____ DAY OF _____, 2016

Sawko and Burroughs, P.C.



Mark A. Burroughs



Gregory J. Sawko

Town of Flower Mound

Mayor Tom Hayden



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: August 4, 2016

FROM: David Bauer, Construction Manager

ITEM: 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.

BACKGROUND INFORMATION: On November 9, 2015, the Western Operations and Maintenance Facility (Temporary Fire Station No.6) was presented to the Planning and Zoning Commission under SP 15-0024, and to Town Council on November 16, 2015, with a front façade that was similar to the Western Pump Station Facility. During construction contract pricing, to aid in cost savings to the project, a split faced block was proposed as the primary masonry façade on the building in lieu of the brick associated with the original design, which provided for a \$66,734.70 cost savings to the project. The construction contract was approved on March 21, 2016 with this cost savings option. Upon reviewing this change with Development Services, it was determined that split faced masonry was not an approved primary product, and it was determined that brick was necessary to meet the requirement. The result of negotiations with the contractor in providing the brick façade at a reasonable price is the increase in cost proposed as Change Order No.1.

FISCAL IMPACT: \$35,526.32

Proposed Expenditure:	Account Number(s):
\$35,526.32	630-960-98130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No.1

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.

CHANGE ORDER

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

Owner: Town of Flower Mound

Contractor: BASIC IDIQ
26 Dorothy Lane
Hurst, TX 76053

Project: Western Operations and Maintenance Facility (Temporary FS #6)

CHANGE ORDER NO. 1

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

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

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
CO1-A	Split Faced Block	Deduct	1	LS	(\$98,000.00)	(\$98,000.00)
CO1-B	Acme Brick to match Western Pump Station	Add	1	LS	\$125,000.00	\$125,000.00
CO1-C	Contractor OH&P, Bonds and Insurance	Add	1	LS	\$8,526.32	\$8,526.32
SUBTOTAL						\$35,526.32
Original Contract Price						\$771,398.40
Change Order No. 1						\$35,526.32
Revised Contract Price						\$806,924.72

JUSTIFICATION

CO1-A Original proposed split faced block as a cost savings not suitable for primary masonry.
 CO1-B Proposed Acme brick that matches the Western Pump Station.
 CO1-C Contractor Overhead, profit, bond premiums and insurance.

Recommended for Approval David Bauer Date
Construction Manager

Contractor Date

Contractor Title

Approved Thomas E. Hayden Date
Mayor



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: August 4, 2016

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

ITEM: 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.

BACKGROUND INFORMATION: On July 18, 2016, the construction contract for the second section of the FM 2499 12-Inch Water Line Phase III project, in the amount of \$373,385.00, was awarded to Wildstone Construction, LLC. The Professional Services Agreement provides for materials testing associated with the installation with the project, which includes construction of approximately 3,900 linear feet of 12-inch water line along the east side of FM 2499 from FM 3040 to Spinks Road. The water line is included in the Town's Water Master Plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$19,689.00

Proposed Expenditure:	Account Number(s):
\$19,689.00	601-900-98840

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

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

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION: Move to approve the Professional Services Agreement with 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.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KLEINFELDER CENTRAL, INC.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **KLEINFELDER CENTRAL, INC.**, ("hereinafter referred to as "CONSULTANT") whose address is 7805 Mesquite Bend Drive, Suite 100, Irving, Texas 75063.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the FM 2499 12-Inch Water Line Phase III Section 2 project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide FM 2499 12-Inch Water Line Phase III Section 2 Materials Engineering and Testing specifically

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

III. **Payment for Services**

Total payment for services described herein shall be a sum not to exceed Nineteen Thousand Six Hundred Eighty Nine and No/100 Dollars (\$19,689.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed

Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

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

972-874-6302 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

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

IX.

Right to Inspect Records

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

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

X.**Successors and Assigns**

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

XI.**CONSULTANT's Liability**

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

XII.**Indemnification**

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

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

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.
Confidential Information

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

XIX.
Notice Information

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

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

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

Vince J. Elizarde, P.E.
Kleinfelder Central, Inc.
7805 Mesquite Bend Drive, Suite 100
Irving, TX 75063
972-868-5900 Telephone
972-409-0147 Facsimile

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

XX.
Applicable Law

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

XX.
Non-Discrimination

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

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

XXI.
Arbitration

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

XXII.
No Waiver of Governmental Immunity

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

XX.
Severability

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

XXI.
Remedies

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

XXII.
Entire Agreement

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

XXIII.
Non-Waiver

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

XXIV.
Headings

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

XXV.
Venue

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

XXVI.
No Third Party Beneficiary

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

[The remainder of this page left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

Approved:

Town Attorney

CONSULTANT:
KLEINFELDER CENTRAL, INC.

By: _____

Name: Vince J. Elizarde, P.E.

Title: Senior Project Engineer

Date Signed: _____

State of Texas §

County of _____ §

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

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

 Notary Public, State of Texas

My Commission Expires:



June 28, 2016
Project No.: MW170152.001P

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

Attention: Mr. Clayton Riggs, P.E. / C.F.M.
Senior Project Engineer

**Subject: Proposal - Construction Materials Engineering & Testing Services
FM 2499 12-Inch Water Line, Phase III
Flower Mound, Texas**

Dear Mr. Riggs:

Kleinfelder is pleased to submit this proposal for construction materials engineering, testing, and/or observation services for the FM 2499 12-Inch Water Line, Phase III project located in Flower Mound, Texas. The project consists of the construction of a new 12-inch force water line within the eastern easement of Long Prairie Road (FM 2499) from just north of Spinks Road to just south of Flower Mound Road (FM 3040).

PROJECT INFORMATION

Based on our understanding of the project plans, prepared by Kimley-Horn and Associates, Inc., dated May, 2016, we understand the project will generally consist of the following construction activities:

- Installation of approximately 4,000 lineal feet (LF) of 12-inch diameter water line.
- Removal and replacement of existing concrete pavement, sidewalks, and curb sections.

SCOPE OF SERVICES

The following scope of services is based, in part, on the provided project plans, and is limited to providing periodic testing and/or observations for the previously mentioned construction activities. We understand that Town of Flower Mound personnel will be scheduling our services, and the number of hours and level of effort that we based our proposal on should be considered approximate since it is not based on a published construction schedule. If a schedule becomes available, we can review this schedule against our assumptions and be more definitive in our scoping.

We agree to provide a technician(s) to provide the construction materials services as follows. *To most effectively serve the client and facilitate the construction process, our services should be scheduled 24-hours in advance. We understand that the construction process incorporates a large degree of variability and as such, we will do our best to accommodate scheduling calls made on the same day as our services are needed but we cannot guarantee that we can satisfy service requests made after hours or on the same day as the services are needed to be performed.*

Earthwork

Perform earthwork (soils) observation and testing services including:

- Obtain and perform laboratory moisture/density relations (standard proctor- ASTM D698 and TEX 113E if needed) and soil classification tests (liquid limit, plastic limit and percent finer than No. 200 sieve analysis) for each soil type.
- Determine optimum percentage of lime for proposed lime-treated subgrade soils, by Eades and Grimm test method, if required.
- Perform in-place sieve analysis (lime gradations) and thickness testing (depth checks) of the lime-treated subgrade soils, if required.
- Perform in-place moisture/density tests in accordance with NCTCOG specifications for pipe backfill materials, flexible base materials and lime-treated subgrade (if required). Assumed testing frequency of testing at 1 test per 200 LF for every two lifts of compacted backfill.

Reinforcing Steel

Perform reinforcing steel (“rebar”) observation services including:

- Observe number and size of rebar.
- Observe rebar clearance and the overall rebar spacing.
- Observe rebar ties and supporting chair system.

Cast-In-Place Concrete

Perform observation, testing, and sampling services during concrete placement events including:

- Field tests (measurements) for: ambient and concrete temperature, entrained air content, and concrete slump.
- Cast four inch by eight inch concrete test cylinders samples at the rate of 5 cylinders for every 50 cubic yards of concrete or fraction thereof placed per day, or as directed by the Town’s representative.
- Perform laboratory compressive strength tests on concrete samples as follows: one cylinder “early” (2 days for example, as requested by the Town’s representative), two cylinders at 7 days, and two cylinders at 28 days. There will not be any “hold” cylinders.

COMPENSATION, TERMS AND CONDITIONS AND BASIS OF CHARGES

At the time of this proposal, proposed construction schedule and contractor-determined quantities were not available for use in performing our fee estimate. We anticipate that our services will be scheduled on a call-out basis by a designated representative of the Town of Flower Mound, in accordance with the contractor’s sequencing of construction activities.

Our fees for performing the referenced services are presented in the attached fee schedule. We plan to execute our services in accordance with the Town of Flower Mound's Professional Services Agreement (PSA). The schedule of fees will be valid through December 31, 2016. An updated fee schedule may take effect thereafter. However, we will not change the unit fees once the project is started.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and the quality of the work, adherence to plans and specifications, and repair of defects.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

We appreciate the opportunity to provide you with this proposal, and look forward to working with you on this project. If you have any questions or wish to discuss, please contact us at 972.868.5900.

Sincerely,

KLEINFELDER, INC.

Texas Registered Engineering Firm F-5592



Vincent J. Elizarde, PE
Project Manager: Geo & Mat'l Engineering

cc: Tiffany Bruce, P.E. (Town of Flower Mound)

Attachment:
Fee Schedule



ATTACHMENT A

FM 2499 12-INCH WATER LINE, PHASE III - FLOWER MOUND, TX CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES PROJECT ESTIMATE & SCHEDULE OF FEES					
DESCRIPTION OF SERVICES	NOTES	QUANTITY	UNIT	RATE	TOTAL
A. Earthwork					
Field Technician		98	hours	\$53.00	\$5,194.00
Field Density Test		160	each	\$27.00	\$4,320.00
Sieve Analysis, -#200 Wash	ASTM D-1140	2	each	\$78.00	\$156.00
Moisture-Density Relationship (Standard Proctor)	ASTM D-698	6	each	\$242.00	\$1,452.00
Moisture Density Analysis	Tex 113E	1	each	\$242.00	\$242.00
Atterberg Limit Test (PI Test)	ASTM D-4318	4	each	\$79.00	\$316.00
Vehicle Charge		32	trips	\$52.00	\$1,664.00
				Subtotal:	\$13,344.00
B. Reinforcing Steel / Concrete					
Field Technician		22	hours	\$53.00	\$1,166.00
Concrete Cylinders - Compressive Strength	ASTM C-39	24	each	\$26.00	\$624.00
Vehicle Charge		9	trips	\$52.00	\$468.00
				Subtotal:	\$2,258.00
C. Project Management and Administration					
Senior Project Manager (Project QA/QC)		1	hours	\$171.00	\$171.00
Project Manager		16	hours	\$145.00	\$2,320.00
Senior Technician / Dispatcher		15	hours	\$76.00	\$1,140.00
Administration / Clerical		8	hours	\$57.00	\$456.00
				Subtotal:	\$4,087.00
Project Estimate Total:					\$19,689.00

- All vehicle charges account for a roundtrip originating at Kleinfelder's Irving, Texas office to the project site.
- This construction materials engineering and testing services estimate is based on estimated quantities of materials and typical and accepted construction procedures and schedule. At the time this estimate was prepared, neither a detailed construction schedule nor anticipated material quantities by the general contractor were available for our use.
- Additions or deletions to this work scope (estimated quantities) will be adjusted based on the established unit prices shown. This total estimate will not be exceeded without the prior approval of the client.



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: August 4, 2016

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

ITEM: 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.

BACKGROUND INFORMATION: The Trinity River Authority of Texas (TRA) provides a Denton Creek Regional Wastewater System, of which the Town of Flower Mound provides the Town's Denton Creek Area Wastewater flows to. Many of these TRA sanitary sewer system lines are located in easements throughout the Denton Creek Area. The Town's infrastructure, including sanitary sewer lines, storm drain lines, water lines and pavement are being constructed at locations that cross these TRA easements. This agreement provides for the terms and conditions for maintaining, operating, inspecting, repairing, replacing and patrolling infrastructure that crosses these easements.

FISCAL IMPACT: N/A

LEGAL REVIEW: George Staples, of Taylor, Olson, Adkins, Sralla and Elam, has reviewed the permit agreement as to form and legality.

ATTACHMENTS:

1. Permit to Operate and Maintain Facilities within TRA Easement

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.

**Denton Creek Regional Wastewater System
Wastewater Transportation System Project, Segment C-1
N. R. No. D160115
Permit No. 1078**

**PERMIT TO OPERATE AND MAINTAIN FACILITIES
WITHIN TRINITY RIVER AUTHORITY OF TEXAS EASEMENT**

THE STATE OF TEXAS

§

COUNTY OF DENTON

§ KNOW ALL MEN BY THESE PRESENTS:

THAT the **TRINITY RIVER AUTHORITY OF TEXAS (AUTHORITY)**, a conservation and reclamation district created by and functioning under its enabling legislation and general law, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018; for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to AUTHORITY in hand paid by **TOWN OF FLOWER MOUND, TEXAS (PERMITTEE)**, whose address is 2121 Cross Timbers Road, Flower Mound, Texas 76247, the receipt of which by AUTHORITY is hereby acknowledged, has given and does by these presents give PERMITTEE a permit subject to performance of the obligations herein to enter upon and to maintain, operate, inspect, repair, replace, patrol and remove Five (5) 4" PVC Sanitary Sewer Crossing, 18" RCP Storm Drain Crossing, 12" PVC Water Crossing, 20" DI Water Crossing, three (3) Paved Areas, 4.8' of Fill and five (5) Manhole Adjustments (Facilities), along the AUTHORITY'S Denton Creek Wastewater Transportation Project, Segment C-1, five (5) 4-inch PVC sanitary sewer crossing at approximate station 43+47.07, 44+25.79, 45+06.32, 45+81.74 and 46+59.52; 18-inch RCP storm drain crossing at station 48+11.45; 12-inch PVC water crossing at station 48+71.60; 20-inch DI water crossing at station 55+86.09; Pavement on Rust Falls Road from station ±42+60 to ±47+70, on Denton Creek Blvd., from station ±47+70 to ±48+70, on Leatherstem Drive from station ±56+04 to ±56+37; 4.8 foot of fill from station ±38+90 to ±42+60; manhole raised 0.13 foot at station 38+90.71, manhole lowered 3.65 foot at station 44+90.63, manhole lowered 0.93 foot at station 48+77.94, manhole lowered 2.21 foot at station 51+61.88, and manhole lowered 1.13 foot at station 56+43.26; with all necessary appurtenances thereto, over, across, under and through that certain land located in Denton County, Texas, as described and depicted in Exhibits A through F, attached hereto and made a part hereof. This Permit is limited to the AUTHORITY'S easement rights in the subject property and the AUTHORITY does not warrant title thereto.

1. The Facilities operated and maintained by the PERMITTEE pursuant to this Permit shall conform to construction plans entitled Canyon Falls-Village 5, Town of Flower Mound, Texas, as prepared by J. Volk Consulting and sealed by Thomas Dayton, P.E. No. 91751, and dated January 15, 2016. In the event that the above-referenced construction plans conflict with any statute or rule, then such statutes or rules shall be controlling.
2. PERMITTEE will exercise extreme diligence while working in the area of AUTHORITY'S pipeline, facilities and easements (all referenced herein as Property). In the event AUTHORITY'S Property becomes damaged, fractured, eroded or broken as a result of PERMITTEE'S activities, PERMITTEE shall coordinate expeditious repair with AUTHORITY immediately thereafter, at PERMITTEE'S sole cost.
3. Any erosion within AUTHORITY'S easement which is caused by PERMITTEE'S Facilities and operations shall be immediately repaired by PERMITTEE at the sole expense of PERMITTEE.

4. AUTHORITY retains all rights granted in the relevant conveyance to the AUTHORITY including, but not limited to, access, the right to perform inspection, maintenance and repair of AUTHORITY'S pipelines and/or facilities and the right to construct, operate and maintain future pipelines and/or facilities.
5. Any trenching activities across AUTHORITY'S pipeline shall be supervised by an individual qualified and knowledgeable in the areas of soil analysis, trenching procedures and all federal, state and local trenching regulations.
6. The AUTHORITY'S pipeline shall remain adequately supported at all times during PERMITTEE'S open trench activities.
7. Subsequent permanent facilities and/or structures shall not be permitted within the AUTHORITY'S existing permanent easement boundaries without AUTHORITY'S prior written consent.
8. PERMITTEE shall not plant trees and/or shrubs within the AUTHORITY'S existing permanent easement areas without first obtaining written authorization from the AUTHORITY. PERMITTEE further agrees that if future repair and/or maintenance to AUTHORITY'S facilities require the removal of said trees, PERMITTEE shall be solely responsible for all costs related to the removal, replacement and/or replanting of said trees.
9. Damage to, or a situation which might damage, the integrity of AUTHORITY'S Property caused by PERMITTEE'S operations and maintenance activities shall be immediately repaired or corrected at the sole expense of PERMITTEE.
10. PERMITTEE agrees that its facilities shall be maintained free of defects, in a reasonable and prudent manner so as not to cause or let exist conditions which might pose an unreasonable risk of damage or pollution to AUTHORITY or AUTHORITY'S Property.
11. PERMITTEE agrees that in the course of operation and maintenance of the Facilities, if it becomes necessary to replace or relocate the Facilities, AUTHORITY approval shall be required prior to said replacement or relocation of the Facilities.
12. Upon completion of installation of the Facilities and subsequent initiation of operation and maintenance responsibilities, PERMITTEE will notify AUTHORITY of the date the installation was completed. If the Facilities are not installed within two years from the date hereof, this Permit shall terminate and all rights of PERMITTEE granted herein shall be null and void. Additionally, if PERMITTEE ceases to use the Facilities for 12 consecutive months, then all rights of PERMITTEE hereunder shall terminate, and all rights of PERMITTEE granted herein shall be null and void.
13. In the event that the AUTHORITY, at its sole discretion, deems it necessary at any time in the future to repair, replace, remove and/or relocate its existing pipeline facilities and/or construct new additional pipeline facilities within AUTHORITY'S existing easement(s) located on the property, or it is deemed necessary by the AUTHORITY for any reason, PERMITTEE, PERMITTEE'S successors and assigns, shall remove PERMITTEE'S Facilities at PERMITTEE'S sole expense within 30 days after receiving a written notice from the AUTHORITY. If PERMITTEE does not remove PERMITTEE'S Facilities within said thirty days or if AUTHORITY must perform emergency repairs to its facilities, AUTHORITY shall have the right to immediately enter PERMITTEE'S property and remove PERMITTEE'S Facilities at any time, and PERMITTEE shall be solely responsible for all costs related to said removal and for all costs and efforts in replacing PERMITTEE'S Facilities.

14. It is mutually agreed by the parties to this Permit that insofar as the rights and work contemplated under this Permit are performed by a party to this Permit within the jurisdiction of another party to this Permit and to that extent only, the aforesaid parties hereby mutually agree that each party will be responsible for its own negligent acts or omissions which cause damage to property (real or personal) or persons arising directly or indirectly from the performance of the work and rights provided for under this Permit. This paragraph shall not be construed to waive a party's immunity under Texas law. This paragraph is for the sole benefit of the parties to this Permit, and shall not be construed as conferring rights or benefits, contractual or otherwise, upon other persons or entities.
15. PERMITTEE agrees to obtain and maintain any and all permits and licenses from the State of Texas, the United States of America, or an agency or instrumentality thereof, or from another governmental authority necessary or proper for the performance of PERMITTEE hereunder. Furthermore, PERMITTEE agrees to comply with all laws, federal, state and municipal, of every type and kind affecting the Facilities.
16. PERMITTEE'S use of the AUTHORITY'S easement shall not hinder, conflict or interfere with the exercise of AUTHORITY'S rights.
17. In the event that PERMITTEE'S operation and maintenance plans and activities conflict with the rules and regulations of either the Texas Department of Health or the Texas Commission on Environmental Quality, then said rules and regulations shall be controlling.
18. The rights and privileges herein granted shall be binding upon and inure to the benefit of AUTHORITY and PERMITTEE, respectively, and to their respective successors and assigns. PERMITTEE shall not assign its rights hereunder without obtaining the prior written consent of AUTHORITY to such assignments.
19. This Permit shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. In the event that any legal proceeding is brought to enforce this Permit, or for breach of this Permit, the same shall be brought in Tarrant County, Texas.
20. It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument.
21. PERMITTEE shall clean up and remove all trash and debris, repair and replace fences and repair other damages caused by said operation and maintenance.
22. AUTHORITY acknowledges that the consideration paid by PERMITTEE is full and final payment for all rights granted herein.
23. It is further understood and agreed that this Permit is offered and accepted without covenants or warranties of any kind by AUTHORITY, either express or implied, including warranty of title.
24. The representatives of AUTHORITY and PERMITTEE who have executed this Permit represent and warrant that they have full power and authority to execute and deliver this Permit and to bind the AUTHORITY and PERMITTEE to their respective obligations hereunder.

(Signatures Appear on the Following Page)

ACCEPTED, APPROVED AND EXECUTED IN DUPLICATE ORIGINAL this

_____ day of _____, 2016.

TOWN OF FLOWER MOUND, TEXAS

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

BY: _____
J. KEVIN WARD, General Manager

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared

_____,
(Name and Title)

of the **TOWN OF FLOWER MOUND, TEXAS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated therein and as the act and deed of said city.

Given under my hand and seal of office on this ____ day of _____, 2016.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared
J. KEVIN WARD, General Manager, TRINITY RIVER AUTHORITY OF TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said agency.

Given under my hand and seal of office on this ____ day of _____, 2016.

Notary Public, State of Texas



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: August 4, 2016

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

ITEM: 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.

BACKGROUND INFORMATION: The Financial Services staff and Hilltop Securities, the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the potential issuance of Certificates of Obligation, Series 2016, ("the Certificates").

In order to efficiently complete the sale, the attached ordinance establishes the following parameters, giving the Town Manager and Assistant Town Manager/CFO the authority to approve all necessary documents and finalize the sale.

Maximum Principal Amount	\$13,950,000
Maximum True Interest Cost	4.00%
Final Maturity Date	March 1, 2036

The Town Manager and Assistant Town Manager/CFO's authorization to complete the sale of the Certificates will expire 180 days after passage of the ordinance.

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 15-16 Five-Year Capital Improvement Program ("CIP") as listed on Attachment 1. On November 2, 2015, the Town Council approved a reimbursement resolution for an amount not to exceed \$19,275,000 to fund improvements in accordance with the FY 15-16 CIP. CIP Amendments during the fiscal year have modified funding sources and move project start dates to future years, thus reducing the proposed debt issuance from \$19,275,000 to \$13,760,000. The proposed principal amount of \$13,950,000 includes \$190,000 for estimated financial closing costs.

At the Town Council meeting on June 20, 2016, the Town Council authorized the publication of notice to issue Certificates of Obligation, Series 2016, (the "Certificates") in the principal amount not to exceed \$13,950,000.

The issuance will be conducted as a negotiated sale with the planned pricing to occur on August 16, 2016. The Certificates will begin accruing interest on September 1, 2016 (the Dated Date), which the Town will receive upon delivery of the funds on September 14, 2016. The Bank of New York Trust Company, N.A., will serve as the Paying Agent/Registrar for the Certificates. The preliminary official statement, which discloses details related to issuance of the Certificates and the Town, is available in the Financial Services Department for review.

FISCAL IMPACT: Approximate amount of \$13,950,000

Proposed Expenditure:	Account Number(s):
A maximum of \$13,950,000 in certificates.	Ad valorem taxes will fund the general capital project, while the utilities system will fund the waterworks and sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed ordinance of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposed ordinance as to form.

ATTACHMENTS:

1. Proposed Projects
2. Ordinance authorizing the issuance of Certificates of Obligation, Series 2016
3. Draft Paying Agent/Registrar Agreement

RECOMMENDATION: Move 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.

Attachment 1

Certificates of Obligation, Series 2016**General Capital Projects****Street Projects:**

ADA Transition Plan & Implementation	\$	150,000
FM 1171 at FM 2499 Eastbound Right Turn Lane		100,000
FM 2499 Roadway, Traffic Signal, and Drainage		1,200,000
Roadway Amenities		15,000
Stonecrest Road (500 ft North of Canyon Falls Dr. to Town Limit)		700,000
		<u>\$ 2,165,000</u>

Signal Projects:

Traffic Detection Rehabilitation	\$	125,000
		<u>\$ 125,000</u>

Park Project

Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	\$	2,050,000
		<u>\$ 2,050,000</u>

Total General \$ 4,340,000

Utility Capital Projects**Water**

Branchwood Water Line (Russwood Dr to FM407)	\$	50,000
Canyon Falls 20-Inch Water Line		1,050,000
FM 2499 12-Inch Water Line Phase III		345,000
Long Prairie 12-Inch Water Line		500,000
Oak Drive Water Main Replacement		1,600,000
Pintail Pump Station Capacity Improvements		300,000
Shady Point Acres Water Line Replacement		300,000
Stonehill Pump Station 10MG Ground Storage Tank Modification		50,000
Water System Leak Detection & Repair		50,000
		<u>\$ 4,245,000</u>

Wastewater

Inflow-Infiltration/Evaluation and Repair	\$	250,000
Lift Station Improvements and Decommissioning		325,000
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)		4,600,000
		<u>\$ 5,175,000</u>

Total Utility \$ 9,420,000

Estimated financing costs

\$ 190,000

Grand Total of Debt Issuance

\$ 13,950,000

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. __-16

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2016"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized Town official; and providing an effective date.

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed \$13,950,000 for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping municipal park facilities, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; and

WHEREAS, a "Notice of Intention to Issue Town of Flower Mound, Texas, Certificates of Obligation" was duly published in *The Denton Record-Chronicle*, a newspaper hereby found and determined to be of general circulation in the Town of Flower Mound, Texas, on June 30, 2016 and July 7, 2016, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage and adoption of this Ordinance; and

WHEREAS, no petition protesting the issuance of such certificates of obligation and bearing valid petition signatures of at least 5% of the qualified voters of the Town, has been presented to or filed with the Mayor, Town Secretary or any other official of the Town on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Town Council hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time in the amount and manner as hereinafter provided; and

WHEREAS, the Town Council by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof; and

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

SECTION 1: Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the Town shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title “TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2016” or such other designation as specified in the Pricing Certificate (hereinafter referred to as the “Certificates”), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping municipal park facilities, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended and Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the “Certificate Date”) and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on a date certain in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the per annum rates in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable in each year, on the dates and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Texas Government Code, Section 1371.053, as amended, the Town Manager or the Assistant Town Manager/CFO of the Town (either a “Pricing Officer”) is hereby authorized to act on behalf of the Town in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, including any modification of the continuing disclosure undertaking contained in Section 32 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates shall not exceed \$13,950,000;

(ii) the maximum true interest cost for the Certificates shall not exceed 4.00%; and

- (iii) the maximum maturity date of the Certificates shall not exceed March 1, 2036.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the Town to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the Town's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the Town by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached to the Pricing Certificate, and such reasonable rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the Town agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the record date specified in the Pricing Certificate) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Certificates Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance or, if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the Town, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall

register and deliver new Certificates, executed on behalf of, and furnished by the Town, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the registration and delivery thereof, the same shall be valid obligations of the Town, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 25 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the Town nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment and transfer/exchange of the Certificates, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the Town and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or in the event the Town decides to discontinue use of the system of

book entry transfers through DTC, the Town covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the Town by the Mayor or the Mayor Pro tem under its seal reproduced or impressed thereon and countersigned by the Town Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the Town on the Certificate Date shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided by Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the "Initial Certificate") and the Initial Certificate shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the

ORDINANCE NO. __-16

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Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with bond insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate, shall be typewritten, printed, lithographed, or photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2016

Certificate Date:
_____, 2016

Interest Rate:
_____ %

Stated Maturity:
_____, ____

CUSIP No.:

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing _____ 1, 20____, until maturity or prior redemption of this Certificate. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while the Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of

business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2016" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping municipal park facilities, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

[The Certificates having Stated Maturities on and after March 1, 20____ may be redeemed prior to their Stated Maturities, at the option of the Town, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on March 1, 20____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the Town shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of

such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the Town and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.]

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the Town's combined waterworks and sewer system (the "System"), such lien and pledge being limited to the amount of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Bonds" (identified and defined in the Ordinance) now outstanding and hereafter issued by the Town. In the Ordinance, the Town reserves and retains the right to issue Prior Lien Bonds while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly

endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the Town is duly organized and legally incorporated under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the Town have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Certificate to be duly executed under the official seal of the Town as of the Certificate Date.

TOWN OF FLOWER MOUND, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

Town Secretary

ORDINANCE NO. ____-16

PAGE 11

(TOWN SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on the Initial Certificate only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	(	
OF PUBLIC ACCOUNTS	(	
	(	REGISTER NO. _____
THE STATE OF TEXAS	(	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____ .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in East Syracuse, New York is the Designated Payment/Transfer Office for this Certificate.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:)

(Social Security or other identifying number: _____)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Certificate on the books kept
for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this
assignment must correspond with the
name of the registered owner as it
appears on the face of the within
Certificate in every particular.

(f) The Initial Certificate shall be in the form set forth in paragraph (b) of this
Section, except that the heading and first paragraph shall be modified as follows:

REGISTERED:
NO. T-1

REGISTERED:
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS,
CERTIFICATE OF OBLIGATION
SERIES 2016

Certificate Date: _____, 2016

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the above stated Principal Amount on March 1 in each of the years and in principal installments in accordance with the following schedule:

	PRINCIPAL	INTEREST
<u>YEAR</u>	<u>INSTALLMENTS</u>	<u>RATE</u>

(Information to be inserted from the Pricing Certificate).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from the _____) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing _____ 1, 20____, until maturity or prior redemption of this Certificate. Principal installments of this Certificate are payable at the year of maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the "Town of Flower Mound, Texas, Certificates of Obligation, Series 2016" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the Town become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month period ending on September 30 of each year.

(f) The term "Net Revenues" shall mean the gross revenues of the System, less the expense of operation and maintenance, including all salaries, labor, materials, interest, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Town Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the Town and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues".

(g) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the Town in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 hereof.

(h) The term "Prior Lien Bonds" shall mean all bonds including the outstanding "Town of Flower Mound, Texas, Waterworks and Sewer System Revenue Refunding Bonds, Series 2005", or other similar obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(i) The term "System" shall mean the Town's combined waterworks and sewer system, including all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained and vested in the Town for the supply, treatment and distribution of treated water for domestic commercial, industrial and other uses and the together with all future additions, extensions replacements and improvements thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated "SPECIAL 2016 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND," and all moneys deposited to the

credit of such account shall be kept and maintained in a banking fund maintained at the Town's depository. The Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Assistant Town Manager/CFO or Town Secretary, individually or collectively, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the Town, be invested in obligations identified in, and in accordance with the provisions of the Town's Investment Policy as the same may be amended from time to time and the "Public Funds Investment Act" relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said Town, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The Town Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the Town for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the Town Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Town Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the

payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The Town hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Bonds, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the Town shall pay all of such \$1,000, after which time the pledge shall cease. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the Town under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the Town under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: Revenue Fund. The Town hereby covenants and agrees that so long as the pledge of the Net Revenues is made to the payment of the Certificates all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the Town, and all such revenues shall be deposited as collected into the "Town of Flower Mound, Texas, Waterworks and Sewer System Revenue Fund" (heretofore created and established and hereinafter called the "Revenue Fund"). All moneys deposited to the credit of the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper operating and maintenance expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Bonds in accordance with the terms and provisions of any ordinance authorizing the issuance of Prior Lien Bonds.

Third: To the payment, equally and ratably, of the limited amounts required to be deposited in the special funds and accounts created and established for the payment of the debt service requirements of the Certificates (the Certificate Fund), the "Town of Flower Mound, Texas, Certificates of Obligation, Series 2015" dated April 15, 2015 and Additional Certificates.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Town purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the Town hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the Revenue Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The Town covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the Town for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The Town hereby further covenants as follows:

(1) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended.

(2) Other than for the payment of the Prior Lien Bonds and the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the Town or of the System.

SECTION 18: Issuance of Prior Lien Bonds and Additional Certificates. The Town hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law

or otherwise, and also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 19: Application of Prior Lien Bonds Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Bonds, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Bonds, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Bonds. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security for the Certificates.

SECTION 20: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Assistant Town Manager/CFO and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Assistant Town Manager/CFO, or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 21: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be

filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) **Definitions.** When used in this Section, the following terms have the following meanings:

“Closing Date” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time

prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Certificates with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States from the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager and Assistant Town Manager/CFO, either or any combination of them to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the Town (including all subordinate entities of the Town) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 24: Satisfaction of Obligations of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section ("Defeased Certificates") when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of

and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. At such time as Certificates shall be deemed to be Defeased Certificates hereunder, as aforesaid, such Certificates and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Certificates that is made in conjunction with the payment arrangements specified in (i) or (ii) above in this paragraph shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the Town: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the registered owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to the Town against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise modified by the Pricing Officer, the term "Government Securities" as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the Town are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and

substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 26: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains Outstanding except as permitted in this Section and Section 32 hereof. The Town, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Sale of the Certificates – Official Statement. The Certificates authorized by this Ordinance are to be sold by the Town to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Town, as the act and deed of this Council, and to make a determination as to whether the terms are in the Town’s best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;
2. The details of any public offering of the Certificates by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the Town's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Certificates, if any;
5. The representations and warranties of the Town to the Purchasers;
6. The details of the delivery of, and payment for, the Certificates;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the Town under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the Town;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and Town Secretary of the Town and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the Town copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 28: Proceeds of Sale. The proceeds of sale of the Certificates excluding accrued interest, if any, received from the Purchasers, and amounts to pay costs of issuance and any additional proceeds to be deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a fund maintained at a Town depository bank (the "Construction Fund"). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted by Texas Government Code, Section 2256.015, et seq., and the Town's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Town Council. Accrued interest, if any, received from the Purchasers as well as proceeds of sale, including investment earnings thereon, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 29: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the

State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Assistant Town Manager/CFO and Town Secretary individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Town and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the Town's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate to the initial purchasers.

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Town shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the Town of the general type included in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the Town within twelve months after the end of each fiscal year, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles

described in the Pricing Certificate, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Town will file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events.

The Town shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in

the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with Subsection (b) of this Section of this Ordinance by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the Town to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the Town does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the Town’s financial results, condition, or prospects; nor does the Town undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE

TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Town in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the Town if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Town's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 33: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 34: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 35: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 36: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the Town Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page intentionally left blank]

ORDINANCE NO. ____-16

PAGE A-1

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON AUGUST 4, 2016.

TOWN OF FLOWER MOUND, TEXAS

(Town Seal)

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM:

Bryn Meredith, TOWN ATTORNEY

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2016 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas, Certificates of Obligation, Series 2016 (the "Securities"), dated _____, 2016, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2016; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such

other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By:_____

Title:_____

Attest:

Address: 2001 Bryan Street, 11th Floor
Dallas, Texas 75201

Title: _____

[signature page to Paying Agent/Registrar Agreement – signatures continue on next page]

TOWN OF FLOWER MOUND, TEXAS

By: _____
Assistant Town Manager/CFO

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

[signature page to Paying Agent/Registrar Agreement]

ANNEX A



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: August 4, 2016

FROM: Doug Powell, Executive Director

ITEM: 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.)*

BACKGROUND INFORMATION: This request was considered by the Town Council on April 4, 2016, along with the companion planned development amendment (ZPD15-0020) and tree removal item. The motion to approve failed because it did not receive the requisite number of affirmative votes to achieve a supermajority (vote 3 to 2). Subsequent to the meeting Council Member Bryan Webb, as one of the dissenting votes, made a request in writing that this item be placed on an upcoming agenda for reconsideration.

Section 2-57(c) of the Town's Code of Ordinances states: "Past agenda items that were the subject of a final vote may be placed on a future agenda to be reconsidered by the council at the written request of a councilmember who voted on the prevailing side. The council's ability to reconsider an item shall be subject to procedures mandated by state law and this Code, which procedures shall prevail in the event of a conflict with this section."

The item has been re-noticed. No other changes have been made to the request.

ATTACHMENTS:

1. April 4, 2016, Town Council Agenda Item

DRAFT MOTION: Move to approve a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and adopt an ordinance providing for said amendment.



TOWN COUNCIL AGENDA ITEM NO. 11 REGULAR ITEM

DATE: April 4, 2016

FROM: Poornima Srinarasi, Senior Planner

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

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission report and backup for this item. Correspondence received after the P&Z meeting has been attached as Attachment 3.

ATTACHMENTS:

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

DRAFT MOTION: Move to approve a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: March 14, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA15-0013 – Parkside at Woodlake, Phase 2) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to High Density Residential on approximately 1.0 acre of land. The property is generally located south of Rembert Drive and west of Long Prairie Road.**

I. ITEM SUMMARY

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

The project has a companion Zoning Planned Development application (ZPD15-0020) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to change the land use designation on approximately one acre of land from Medium Density Residential to High Density Residential. The current land use category allows for development of Medium Density residential, which permits a minimum of 10,000-square-foot residential lots.

The proposed Master Plan Amendment allows the applicant to proceed with the companion zoning application to add approximately one acre of land to Planned Development District-132 (PD-132) for Parkside at Woodlake and to develop six lots under Single-Family District-5 (SF-5) district regulations.

According to the Master Plan, high density is defined as residential development with five dwelling units per net acre or greater, including single family detached residential development with 5,000 to 8,000-square-foot lots. The proposed development is bordered to the north and east by Parkside at Woodlake, Phase 1, to the west by medium density residential lots, and to the south by existing buildings within the Lakeside Business District.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Master Plan amendment requests. At the time this report was written, staff had received no correspondence regarding the project.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

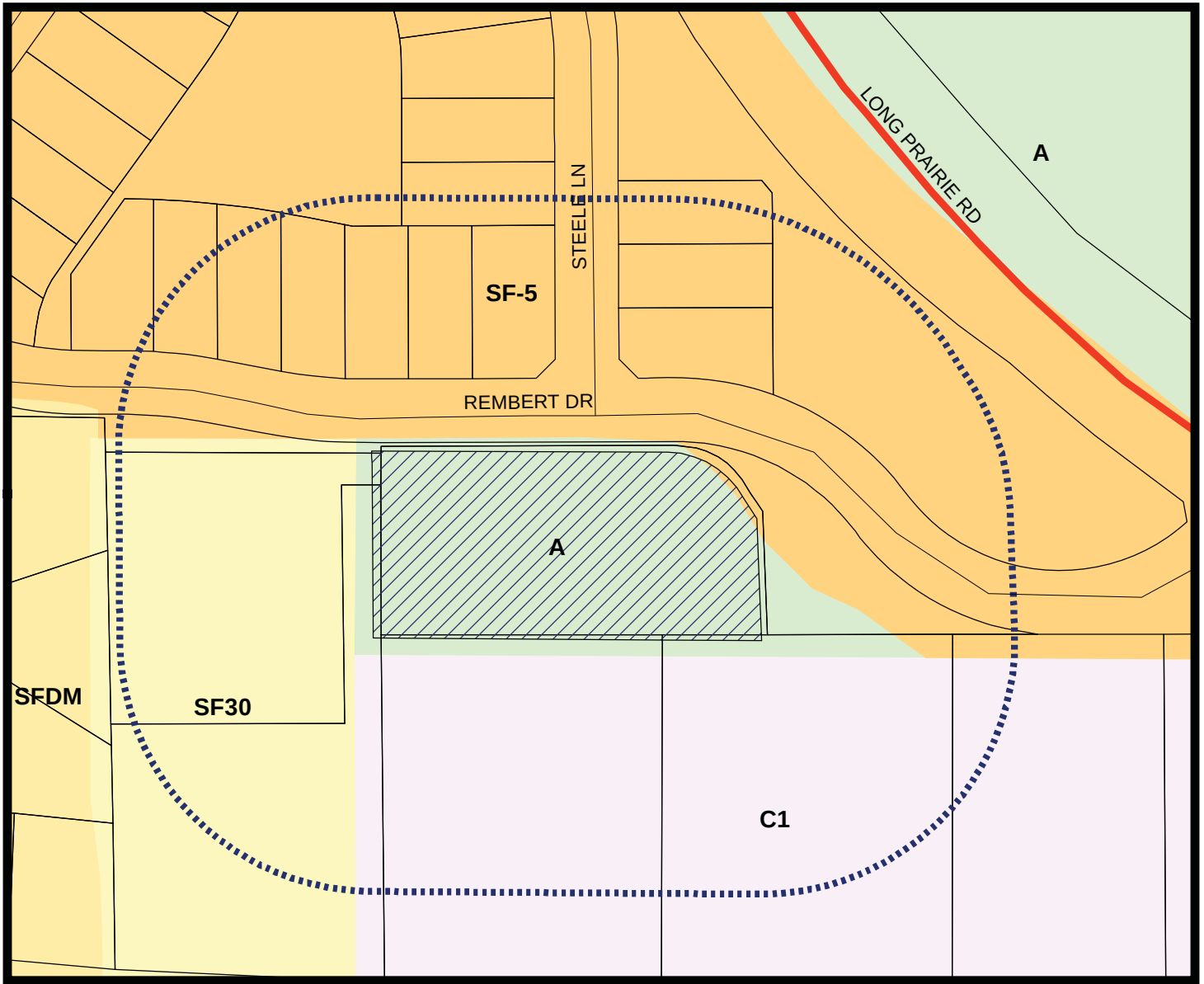
B. Application Details

1. Master Plan Exhibit

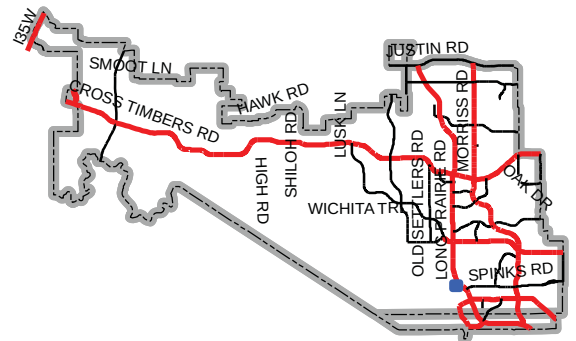
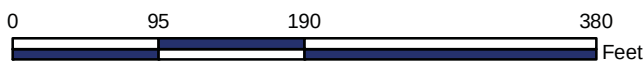
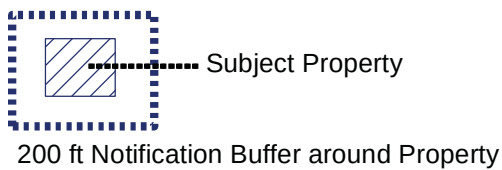
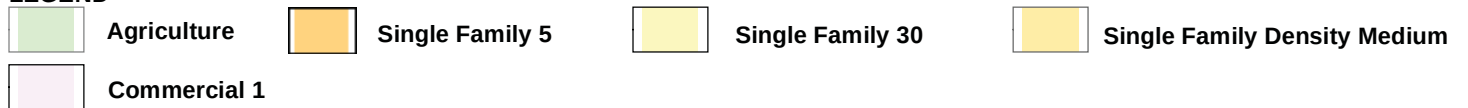


Vicinity Map

Reference Project: MPA15-0013 & ZPD15-0020



LEGEND



Map Location



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

January 4, 2016

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

RE: Parkside at Woodlake Phase 2 (Community)
Flower Mound, Texas

Dear Mr. Powell,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment, Zoning Planned Development, and Development Plan.

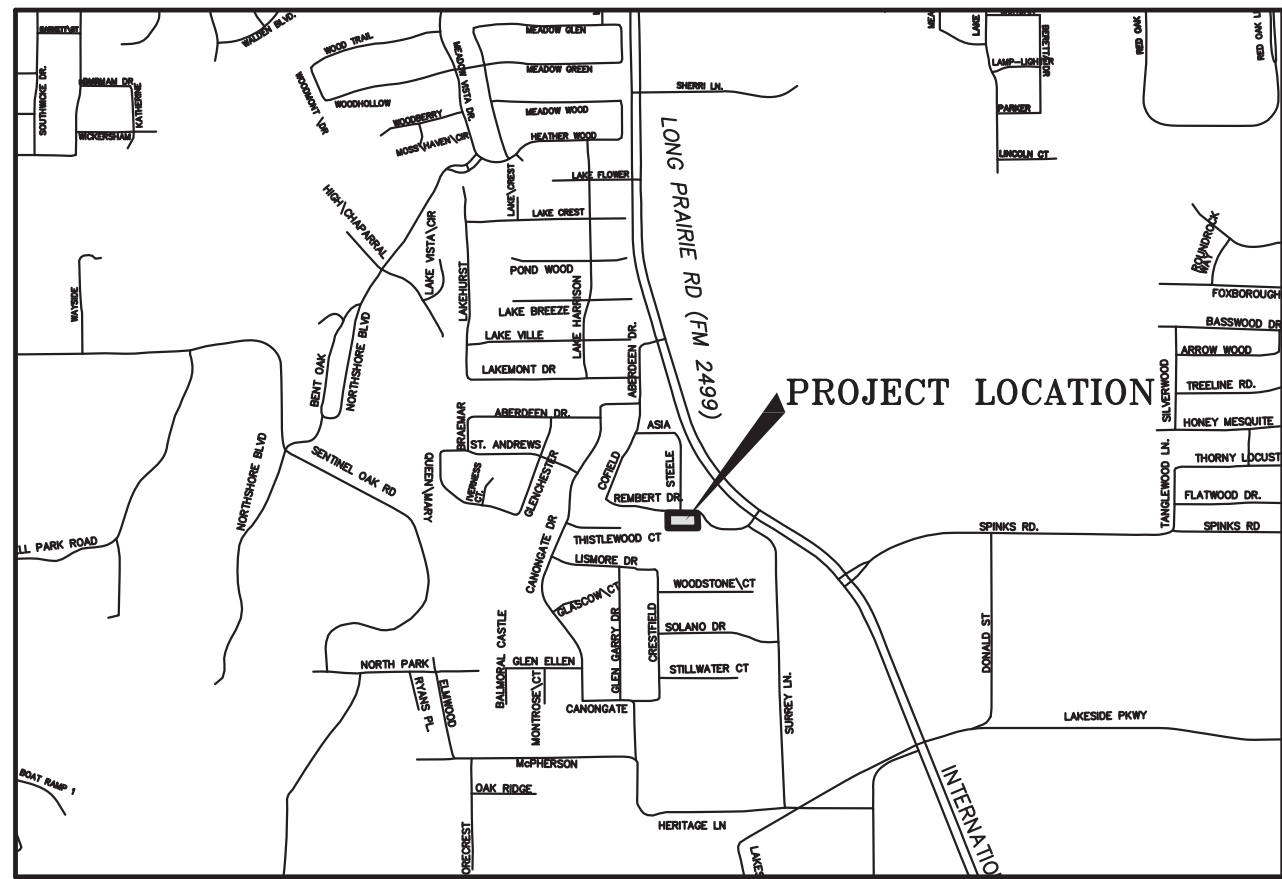
We began the process of planning this +/- 1.0 Acre tract of land near the Intersection of FM 2499 and Rembert Drive, we have had a DRC meeting. We have taken the input received from the aforementioned meetings and prepared a Master Plan Amendment, Zoning Planned Development Exhibit, proposed development regulations, Concept Plan, Tree Survey, and Development Plan Package. We are preserving 2 large canopy specimen trees.

The tracts are currently identified on the Town's Master Land Use Plan as Medium Density Residential District. The existing zoning is agricultural. The proposed zoning is for single-family residential which will consist of approximately 6 lots. We are proposing to change the Master Plan, Land Use Plan, and Zoning to add 6 additional lots to the Parkside at Woodlake community. Adequate public facilities are already in place to support the proposed development. Although we are asking for high density land use and a base zoning of Single Family-5 which has a minimum lot size of 5000 s.f., We are proposing a minimum lot size of 7559 s.f., with an average of 8289 s.f. with our largest lot being 10258 s.f.

Should you have any questions, please feel free to contact us.

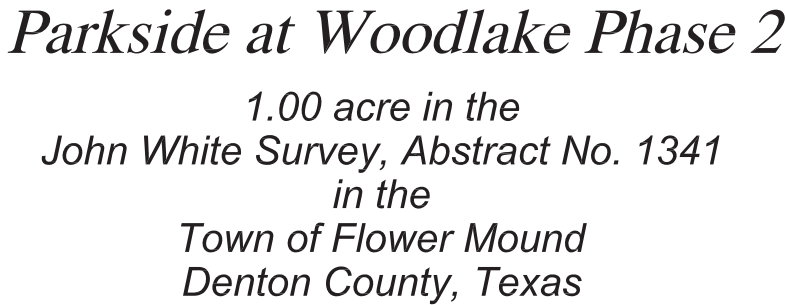
Sincerely,

Reginald Rembert



MASTER PLAN FEATURES	
Land Use Plan	Medium Density
Specific Plans	None
Urban Design Plan	Long Prairie District
Parks and Trails	N/A
Open Space Plan	
Thoroughfare Plan	Long Prairie Road – Major Arterial, ROW Width varies
Water Plan	Long Prairie Service Area, 8" line on N Side of Rembert Drive.
Wastewater Plan	Long Prairie Service Area – 4' dia. SSMH in Rembert Drive, and 8" SS line in Rembert Dr.

THENCE North 88 degrees 46 minutes 32 seconds West, with the north line of said Surrey Ranch Office Park, a distance of 303.17 feet to the **POINT OF BEGINNING**, and containing 1.000 acre of land, more or less, and being subject to any and all easements that may affect.



**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1369
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

FLOWER MOUND, TEXAS

Scale:	1" = 40'
Designed by:	LDR
Drawn by:	MAB
Checked by:	LDR
Date:	MARCH 9, 2001
Project No.	035-02

SHEET
1
OF 1

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL ON APPROXIMATELY ONE ACRE OF LAND SITUATED IN THE JOHN WHITE SURVEY, ABSTRACT NUMBER 1341; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as one acre of land in the John White Survey, Abstract Number 1341, has filed an application for a Master Plan Amendment to change the current land use designation from Medium Density Residential to High Density Residential; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 14, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2016, with respect to the Master Plan Amendment described herein; and,

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

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

SECTION 1

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

One acre of land in the John White Survey, Abstract Number 1341, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, Land Use Plan, of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Medium Density Residential to High Density Residential for the approximately one acre of the project

Ordinance No. _____

Page 2

area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

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

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Ordinance No. _____

Page 3

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

Exhibit "A"

Description of Property

Legal Description:

BEING all that certain lot, tract or parcel of land situated in the J. White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being that certain tract of land described by deed to Felipe Delgado and Belinda Rosas-Delgado, recorded under Document Number 2010-117950 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the southwest corner of said Delgado tract, being the north west corner of Lot 4, Block A, Surrey Ranch Office Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2011-22 of the Plat Records of Denton County, Texas, and being in the east line of Lot 1, Block A, Ivy Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 318 of the Plat Records of Denton County, Texas;

THENCE North 01 degrees 13 minutes 42 seconds East, with the east line of said Ivy Estates, a distance of 148.02 feet to a ½ inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner in the south line of Lot 13X, Block A, Parkside at Woodlake, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2015-265 of the Plat Records of Denton County, Texas;

THENCE South 88 degrees 54 minutes 10 seconds East, with the south line of said Lot 13X, a distance of 229.46 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a non-tangent curve to the right having a radius of 63.01 feet, with a delta angle of 67 degrees 29 minutes 09 seconds, whose chord bears South 57 degrees 26 minutes 15 seconds East, a distance of 70.00 feet;

THENCE continuing with the southwesterly line of said Lot 13X and with said curve, an arc length of 74.22 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 33 degrees 02 minutes 29 seconds East, with the southwesterly line of said Lot 13X, a distance of 18.65 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Lot 13X;

THENCE South 00 degrees 46 minutes 38 seconds East, with the west line of said Lot 13X, a distance of 96.77 feet to a ½ inch iron rod found for the most southeasterly southeast corner of said Lot 13X, and being in the north line of Lot 3, Block A of said Surrey Ranch Office Park;

THENCE North 88 degrees 46 minutes 32 seconds West, with the north line of said Surrey Ranch Office Park, a distance of 303.17 feet to the **POINT OF BEGINNING**, and containing 1.000 acre of land, more or less, and being subject to any and all easements that may affect.

From: Eric Swarva
Sent: Thursday, March 17, 2016 7:55 PM
To: Poornima Srinarasi
Subject: Rembert and Steele

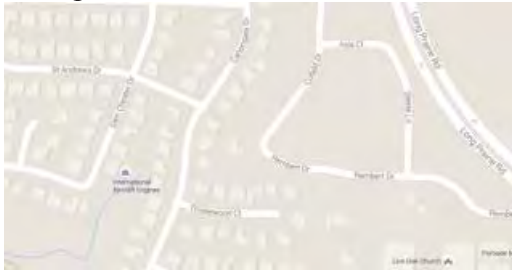
Hello,

I noticed a sign at a ranch property by Rembert and Steele for a request to zone change. Also neighbors today had a flier stuffed in their mailbox for a zone meeting on March 16th, a day after the meeting but was dated March 2nd, for a request for multi family housing. Can you please clarify on this?

Regards,

Eric Swarvar

A map is attached.



From: amylgamboa
Sent: Thursday, March 17, 2016 8:55 PM
To: Poornima Srinarasi
Subject: Opposition to high density apartments

Town senior planner:

I live in the Woodlake Estates in Flower Mound and we received notice today of a zoning change proposal to allow high density (apartments) to be built in the new estates at Aberdeen & Cofield. I personally am highly opposed to this. There will only be one entrance via Aberdeen. The additional traffic it will drive onto Aberdeen could be substantial making getting out at the Aberdeen/2499 a nightmare.

One of the appealing qualities of our neighborhood was the quiet, family oriented nature of our subdivision. Not only would allowing apartments significantly increase the traffic flow, but I feel that apartment complexes bring more crime to the surrounding neighborhoods and possibly decreased home values.

Regards,
Amy Gamboa
828 Glen Garry Dr
Flower Mound, TX 75022

From: Kimberly Brown
Sent: Thursday, March 17, 2016 9:55 PM
To: Poornima Srinarasi
Subject: Master Plan Amendment (MPA15-0013) - Parkside at Woodlake, Phase 2

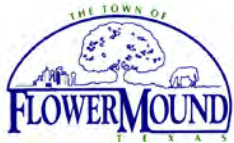
Dear Ms. Srinarasi,

I would have been very interested in attending the meeting on March 14th, 2016; however, the notice regarding this Master Plan Amendment just arrived in my mailbox - and that of each one of my neighbors here in Woodlake Estates - today, March 17, 2016. I feel that this was poor planning and makes me feel as if my opinion on this matter is not important to the Planning and Zoning Commission. I realize that there will be a public Town Council hearing on April 4th, but the entire process is important.

More importantly, my opinion is such: I live on Canongate Drive at the intersection with Lismore, where speeders are prevalent and dangerous to my three children and the other seven children who live at this intersection. This is important because people speed through this neighborhood to get to other neighborhoods including all of the new Lakeside developments and the Northshore area. We do not need yet another high density development, albeit small, near our neighborhood. This will also increase traffic at the stoplight at Aberdeen and FM2499, which is already so long (timed) and backed up with traffic in the mornings that my kids are frequently late for school. Furthermore, we already have all of the new apartments in the Lakeside development, with many more already planned to be built along Lakeside Parkway. Please, since we moved into our house on Canongate in May of 2001, the face of this entire area has already been shaped into something far different than what we fell in love with in the first place. Less trees, more houses, many apartments, more traffic, more kids with no park improvements and no plans for improvement in the near future, and more mischief in the neighborhood - does this sound like the Flower Mound you know?

I believe I speak for the majority of my neighbors when I ask you to please strongly consider denying the approval of this amendment.

Thank you for your time,
Kimberly Brown



TOWN COUNCIL AGENDA ITEM NO. 20 REGULAR ITEM

DATE: August 4, 2016

FROM: Doug Powell, Executive Director

ITEM: 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.)*

BACKGROUND INFORMATION: This request was considered by the Town Council on April 4, 2016, along with the companion Master Plan amendment (MPA15-0013) and tree removal item. The supermajority requirement applied to approval of this item due to the Planning and Zoning Commission action. The motion to approve at Town Council failed by a vote of 1 to 4 and, therefore, was denied. Subsequent to the meeting Council Member Bryan Webb, as one of the dissenting votes, made a request in writing that this item be placed on an upcoming agenda for reconsideration.

Section 2-57(c) of the Town's Code of Ordinances states: "Past agenda items that were the subject of a final vote may be placed on a future agenda to be reconsidered by the council at the written request of a councilmember who voted on the prevailing side. The council's ability to reconsider an item shall be subject to procedures mandated by state law and this Code, which procedures shall prevail in the event of a conflict with this section."

The item has been re-noticed. No other changes have been made to the request.

ATTACHMENTS:

1. April 4, 2016, Town Council Agenda Item

DRAFT MOTION: Move to approve a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment.



TOWN COUNCIL AGENDA ITEM NO.12 REGULAR ITEM

DATE: April 4, 2016

FROM: Poornima Srinarasi, Senior Planner

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

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Correspondence received after the P&Z meeting has been attached as Attachment 3.

ATTACHMENTS:

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

DRAFT MOTION: Move to approve a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

DATE: March 14, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD15-0020 – Parkside at Woodlake, Phase 2) to amend Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include additional land, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances. The property is generally located south of Rembert Drive and west of Long Prairie Road.

I. ITEM SUMMARY

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

This project has a companion Master Plan Amendment application (MPA15-0013) for consideration on the same agenda. Approval of this zoning request is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone and add approximately one acre of land to Planned Development District No. 132 (PD-132) to allow the development of six single-family homes as Phase 2 development of the Parkside at Woodlake subdivision. The lots will be developed under the requirements of the Single-Family District-5 (SF-5) zoning district which requires a minimum 5,000-square-foot lot size. The existing Agricultural (A) zoning requires a minimum single-family lot size of two acres.

The proposed lots will have direct access from Rembert Drive. The accompanying concept plan (Attachment B(1)) depicts six lots that occupy the subject property and a portion of an open space lot that is part of Phase 1 development. The minimum lot size within Phase 2 development is 7,559 square feet and the average size is 8,289 square feet. The applicant is requesting a modification to Section 98-272 to allow lot depth to exceed two and a half times the lot width for all lots.

On August 4, 2014, the Town Council approved a Master Plan Amendment (MPA 13-0011), rezoning (ZPD14-0002), and a development plan (DP14-0002) for Parkside at Woodlake, Phase 1.

On March 1, 2016, the Environmental Conservation Commission (ECC) reviewed a tree removal permit request for 2 specimen trees. The ECC recommended denial of the requested specimen trees. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the March 1, 2016, ECC meeting is:

<http://flowermoundtx.swagit.com/play/03012016-1013>

On February 24, 2016, the Parks, Arts and Library Services (PALS) Board voted to recommend acceptance of cash in lieu of land for the six-lot subdivision in the amount of \$15,120.00 in place of the otherwise required park land dedication, and park development fees in the amount of \$8,328.00. The item will be forwarded to the Town Council for consideration at the time of Development Plan application.

The link to the February 24, 2016, PALS meeting is:

<http://flowermoundtx.swagit.com/play/02242016-864>

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all zoning change requests. At the time this report was written, staff had received no correspondence regarding the project.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Ordinance No. 42-14

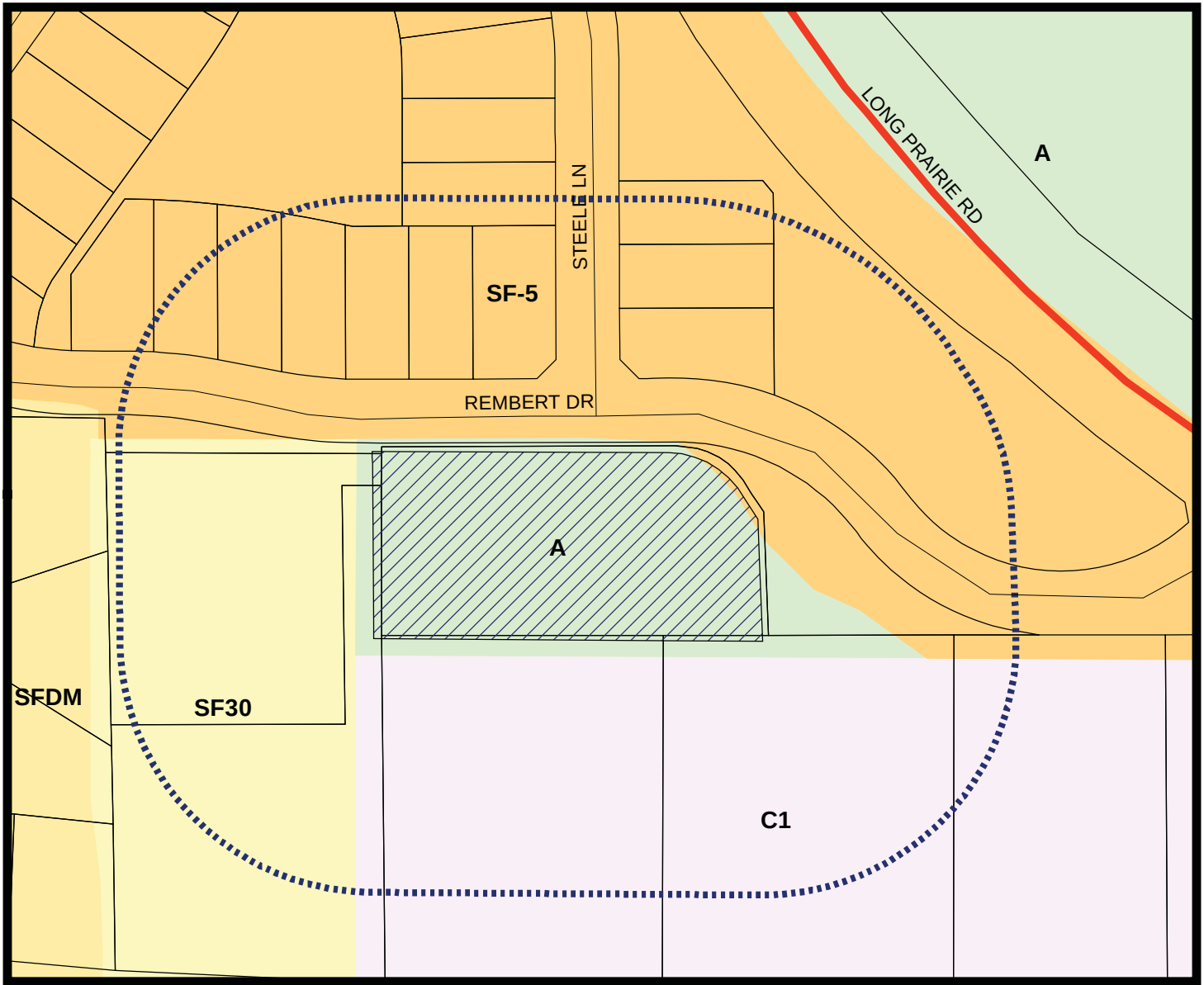
B. Application Details

1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

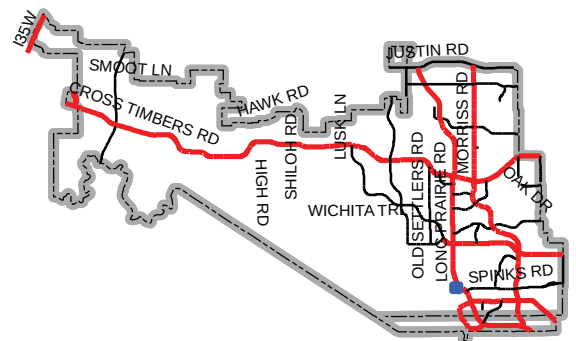
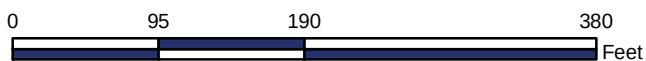
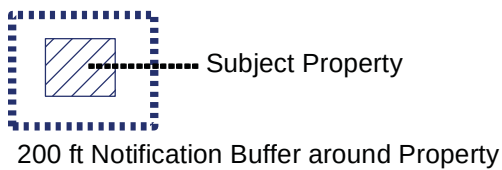
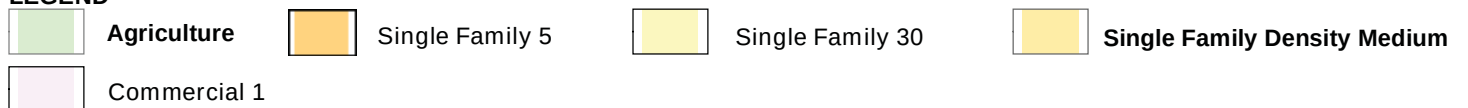


Vicinity Map

Reference Project: MPA15-0013 & ZPD15-0020



LEGEND



Map Location



Rembert Enterprises, Inc.

3625 Bonanza Lane Flower Mound, TX 75022

February 8, 2016

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

RE: Parkside at Woodlake Phase 2 (Community)
Flower Mound, Texas

Dear Mr. Powell,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment, Amendment to Zoning Planned Development PD-132, and Development Plan.

We began the process of planning this +/- 1.0 Acre tract of land near the Intersection of FM 2499 and Rembert Drive; we have had a DRC meeting. We have taken the input received from the aforementioned meetings and prepared a Master Plan Amendment, Zoning Planned Development Exhibit, proposed development regulations, Concept Plan, Tree Survey, and Development Plan Package. We are preserving 2 large canopy specimen trees.

The tracts are currently identified on the Town's Master Land Use Plan as Medium Density Residential District. The existing zoning is agricultural. The proposed zoning is for single-family residential which will consist of approximately 6 lots. We are proposing to change the Master Plan, Land Use Plan, and Zoning to add 6 additional lots to the Parkside at Woodlake community. Adequate public facilities are already in place to support the proposed development. Although we are asking for high density land use and a base zoning of Single Family-5 which has a minimum lot size of 5000 s.f., we are proposing a minimum lot size of 7559 s.f., with an average of 8289 s.f. with our largest lot being 10258 s.f.

We are requesting the following amendments to PD-132:

Miscellaneous Standards:

1. The maximum number of residential lots allowed in PD-132 shall be forty six (46) lots.
2. Exception to Section 90-272, Lot depth may exceed 2½ times the lot width by a maximum of 10 feet.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 42-14**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 14.316 ACRES OF LAND SITUATED IN THE JOHN WHITE SURVEY, ABSTRACT NUMBER 1341, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 132 (PD-132) WITH SINGLE-FAMILY DISTRICT-5 (SF-5) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 14.316 acres of land in the John White Survey, Abstract Number 1341, has filed an application for a Zoning Planned Development to change the zoning from Agricultural District (A) to Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on June 23, 2014, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on August 4, 2014, with respect to the Zoning Planned Development described herein; and,

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

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

14.316 acres of land in the John White Survey, Abstract Number 1341, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses.

SECTION 2

The zoning exhibit, concept plan, and development standards of the proposed Planned Development District No. 132 (PD-132), attached hereto as Exhibits "B," "C" and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the zoning exhibit, concept plan, and development standards for this Planned Development District No. 132 (PD-132).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 132 (PD-132), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C" and "D" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10

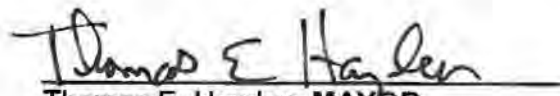
The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 11

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 4TH DAY OF
AUGUST, 2014.**

APPROVED:


Thomas E. Hayden, **MAYOR**

ATTEST:


Theresa Scott, **TOWN SECRETARY**

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, **TOWN ATTORNEY**

Exhibit "A"
Description of Property

14.316 ACRES

BEING all that certain lot, tract or parcel of land situated in the John White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being those certain tracts of land described by deeds to Lunow Investments, LTD., recorded in Volume 5274, Page 2552 (part of), Document Number 2010-108236 and Document Number 2012-23828 of the Real Property Records of Denton County, Texas, also being a part of that certain tract of land described by deed to Martha Gwenne Brooker, recorded under Instrument Number 2005-67163 of the Real Property Records of Denton County, Texas, and being that certain tract of land described by deed to James P. Murnan and wife, Kerrie Murnan, recorded under County Clerks File Number 94-R0027290 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with a yellow cap stamped "*ARTHUR SURVEYING COMPANY*" (*ASC*) set for the most northeast corner of said Lunow tract and being in the south line of Aberdeen Drive, a public roadway, and the westerly line of Long Prairie Road, also known as F. M. 2499, a public roadway;

THENCE in a southeasterly direction with the westerly line of said F.M. 2499, the following fourteen (14) calls and distances:

South 15 degrees 49 minutes 17 seconds East, a distance of 7.37 feet to a ½ inch iron rod with a yellow cap stamped "*ASC*" set for corner;

South 74 degrees 10 minutes 43 seconds West, a distance of 15.00 feet to a ½ inch iron rod found for corner;

South 15 degrees 49 minutes 17 seconds East, a distance of 125.00 to a ½ inch iron rod with a yellow cap stamped "*ASC*" set for corner;

South 74 degrees 10 minutes 43 seconds West, a distance of 3.00 feet to a ½ inch iron rod found for corner;

South 15 degrees 49 minutes 17 seconds East, a distance of 399.68 feet to a ½ inch iron rod with a yellow cap stamped "*ASC*" set for corner at the beginning of a curve to the left having a radius of 1510.39 feet;

Continuing with said curve, an arc length of 53.12 feet, having a delta angle of 02 degrees 00 minutes 54 seconds, whose chord bears South 16 degrees 49 minutes 44 seconds East, a distance of 53.11 feet to a ½ inch iron rod found for corner;

North 72 degrees 09 minutes 49 seconds East, a distance of 3.00 feet to a ½ inch iron rod found for corner at the beginning of a non-tangent curve to the left having a radius of 1507.39 feet;

Continuing with said curve, an arc length 131.34 feet, having a delta angle of 04 degrees 59 minutes 32 seconds, whose chord bears South 20 degrees 19 minutes 57 seconds East, a distance of 131.30 feet to a ½ inch iron rod found for corner;

North 67 degrees 10 minutes 17 seconds East, a distance of 15.00 feet to a ½ inch iron rod found for corner at the beginning of a non-tangent curve to the left having a radius of 1492.39 feet;

Continuing with said curve, an arc length of 30.31 feet, having a delta angle of 01 degrees 09 minutes 49 seconds, whose chord bears South 23 degrees 24 minutes 38 seconds East, a distance of 30.31 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner and being at the beginning of a non-compound curve to the left having a radius of 926.47 feet;

Continuing with said curve, an arc length of 597.29 feet, having a delta angle of 36 degrees 56 minutes 18 seconds, whose chord bears South 35 degrees 19 minutes 22 seconds East, a distance of 587.00 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

South 53 degrees 47 minutes 32 seconds East, a distance of 0.95 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner at the beginning of a non-tangent curve to the left having a radius of 1492.39 feet;

Continuing with said curve, an arc length of 174.40 feet, having a delta angle of 06 degrees 41 minutes 44 seconds, whose chord bears South 50 degrees 03 minutes 34 seconds East, a distance of 174.30 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

South 09 degrees 10 minutes 07 seconds East, a distance of 17.30 feet to a ½ inch iron rod found for the most easterly southeast corner of said Lunow tract and being in the northerly line of Spinks Road, a public roadway, said point being at the beginning of a non-tangent curve to the right having a radius of 125.00 feet;

THENCE with the northerly line of said Spinks Road and with said curve, an arc length of 68.33 feet, having a delta angle of 31 degrees 19 minutes 08 seconds, whose chord bears South 52 degrees 01 minutes 51 seconds East, a distance of 67.48 feet to a ½ inch iron rod found for corner thereof;

THENCE South 67 degrees 41 minutes 29 seconds West, continuing with the north line of said Spinks Road, a distance of 50.99 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner thereof;

THENCE South 00 degrees 07 minutes 01 seconds East, with the south line of said Lunow tract, a distance of 15.75 feet to a PK Nail set in asphalt for the most southerly southeast corner of said Lunow tract;

THENCE South 89 degrees 19 minutes 14 seconds West, continuing with the south line of said Lunow tract, a distance of 231.36 feet to a ½ inch iron rod found for the southeast corner of that certain tract of land described by deed to Felipe Delgado and Belinda Rosas-Delgado, recorded under Document Number 2010-117950 of the Real Property Records of Denton County, Texas, and being in the north line of Lot 3, Block A, Surrey Ranch Office Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2011-22 of the Plat Records of Denton County, Texas;

THENCE North 00 degrees 46 minutes 38 seconds West, with the east line of said Delgado tract, a distance of 96.77 feet to a PK Nail set in asphalt for the northeast corner of said Delgado tract and being near the approximate center line of Spinks Road;

THENCE North 33 degrees 02 minutes 29 seconds West, with the north line of said Delgado tract and the approximate center line of said Spinks Road, a distance of 18.65 feet to a PK Nail found for corner at the beginning of a non-tangent curve to the left having a radius of 63.01 feet;

THENCE continuing with the north line of said Delgado tract and the approximate center of Spinks Road, an arc length of 74.22 feet, having a delta angle of 67 degrees 29 minutes 09 seconds, whose chord bears North 57 degrees 26 minutes 15 seconds West, a distance of 70.00 feet to a PK Nail found in asphalt for corner thereof;

THENCE North 88 degrees 54 minutes 10 seconds West, continuing with the north line of said Delgado tract and the approximate center line of said Spinks Road, a distance of 229.46 feet to a PK Nail found in asphalt for the northwest corner of said Delgado tract;

THENCE South 01 degrees 13 minutes 42 seconds East, with the west line of said Delgado tract, a distance of 5.30 feet to a P.K. Nail set in asphalt for the northeast corner of a 25 foot wide Right-of-way Dedication, for Spinks Road, as shown in Ivy Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 318 of the Plat Records of Denton County, Texas;

THENCE North 88 degrees 28 minutes 04 seconds West, with the north line of said dedication, a distance of 216.21 feet to a ½ inch iron rod found for the northwest corner of said dedication and being in the east line of Lot 16, Block E, Woodlake Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet I, Page 74 of the Plat Records of Denton County, Texas;

THENCE North 00 degrees 03 minutes 44 seconds East, with the east line of said Lot 16, a distance of 26.67 feet to a ½ inch iron rod found for the northeast corner of said Lot 16 and being the southeast corner of said Brooker tract;

THENCE North 88 degrees 49 minutes 09 seconds West, with the north line of said Block E, passing a ½ inch iron rod found for the northwest corner of said Lot 16 and the northeast corner of Lot 15 of said Block E for a distance of 95.30 feet and continuing for a total distance of 369.80 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for the southwest corner of said Murnan tract and being in the north line of Lot 12 of said Block E and being the southeast corner of Lot 10 of said Block E;

THENCE in a northerly direction with the east line of said Block E the following six (6) calls and distances:

North 00 degrees 03 minutes 44 seconds East, a distance of 140.00 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for the northeast corner of Lot 9 and the southeast corner of Lot 8 of said Block E;

North 36 degrees 51 minutes 02 seconds East, passing a ½ inch iron rod found for a distance of 85.55 feet, passing a ½ inch iron rod found for a distance of 161.05 feet, passing a ½ inch iron rod found for a distance of 233.95 feet and continuing for a total distance of 291.77 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner in the easterly line of Lot 5 of said Block E;

South 88 degrees 49 minutes 09 seconds East, a distance of 22.68 feet to a ½ inch iron rod found for the northeast corner of said Lot 5 and the southeast corner of Lot 4 of said Block E;

North 00 degrees 03 minutes 44 seconds East, a distance of 30.76 feet to a ½ inch iron rod found for corner in the east line of said Lot 4;

North 36 degrees 51 minutes 02 seconds East, a distance of 87.42 feet to a ½ inch iron rod found for corner in the east line of Lot 3 of said Block E;

North 00 degrees 03 minutes 44 seconds East, passing a ½ inch iron rod found for a distance of 77.71 feet and continuing for a total distance of 160.71 feet to a ½ inch iron rod found for corner in the east line of Lot 1 of said Block E and being the southwest corner of Lot 1, Cameron Woods Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 380 of the Plat Records of Denton County, Texas;

THENCE North 88 degrees 25 minutes 58 seconds East, with the south line of said Cameron Woods Addition, a distance of 120.03 feet to a ½ inch iron rod found for the southeast corner thereof;

THENCE North 00 degrees 03 minutes 44 seconds East, with the east line of said Cameron Woods Addition, a distance of 114.65 feet to a ½ inch iron rod found for the northeast corner thereof and being in a south line of said Aberdeen Drive;

THENCE North 88 degrees 47 minutes 37 seconds East, with the south line of said Aberdeen Drive, a distance of 60.01 feet to a ½ inch iron rod found for corner in the east line of said Aberdeen Drive;

THENCE North 00 degrees 03 minutes 44 seconds East, with the east line of said Aberdeen Drive, a distance of 453.13 feet to a cut "X" found in concrete for the north northwest corner of said Lunow tract and being in a south line of said Aberdeen Drive;

THENCE North 87 degrees 13 minutes 17 seconds East, with the south line of said Aberdeen Drive, a distance of 92.58 feet to the **POINT OF BEGINNING**, and containing 14.316 acres of land, more or less, and being subject to any and all easements that may affect.

Ridinger Associates, Inc.
Civil Engineers - Planners

Development Standards

Planned Development District No. 132 (PD-132) with
Single-Family District-5 (SF-5) uses

VILLAS AT WOODLAKE

The Development on the property depicted in the Concept Plan attached to this ordinance as Exhibit "C" shall be in accordance with the Town of Flower Mound's Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

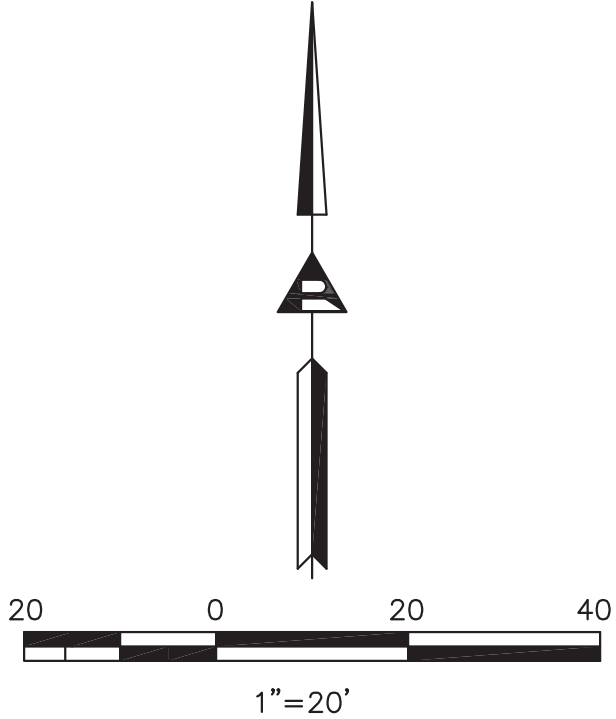
A. PD-132 with Single-Family District-5 (SF-5) uses. Development of PD-132 as designated on Exhibit "C," the Concept Plan for Villas at Woodlake, comprised of approximately 14.316 acres of land, shall be in compliance with all regulations applicable to Single-Family District-5 (SF-5) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **Minimum side yard.** The minimum side yard for residential uses in PD-132 shall be five (5) feet, subject to Section 98-1027, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum side yard of at least forty (40) feet from the major arterial roadway.
2. **Minimum rear yard.** The minimum rear yard for residential uses in PD-132 shall be twenty (20) feet, subject to Section 98-1028, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum rear yard of at least forty (40) feet from the major arterial roadway.

B. Miscellaneous Standards:

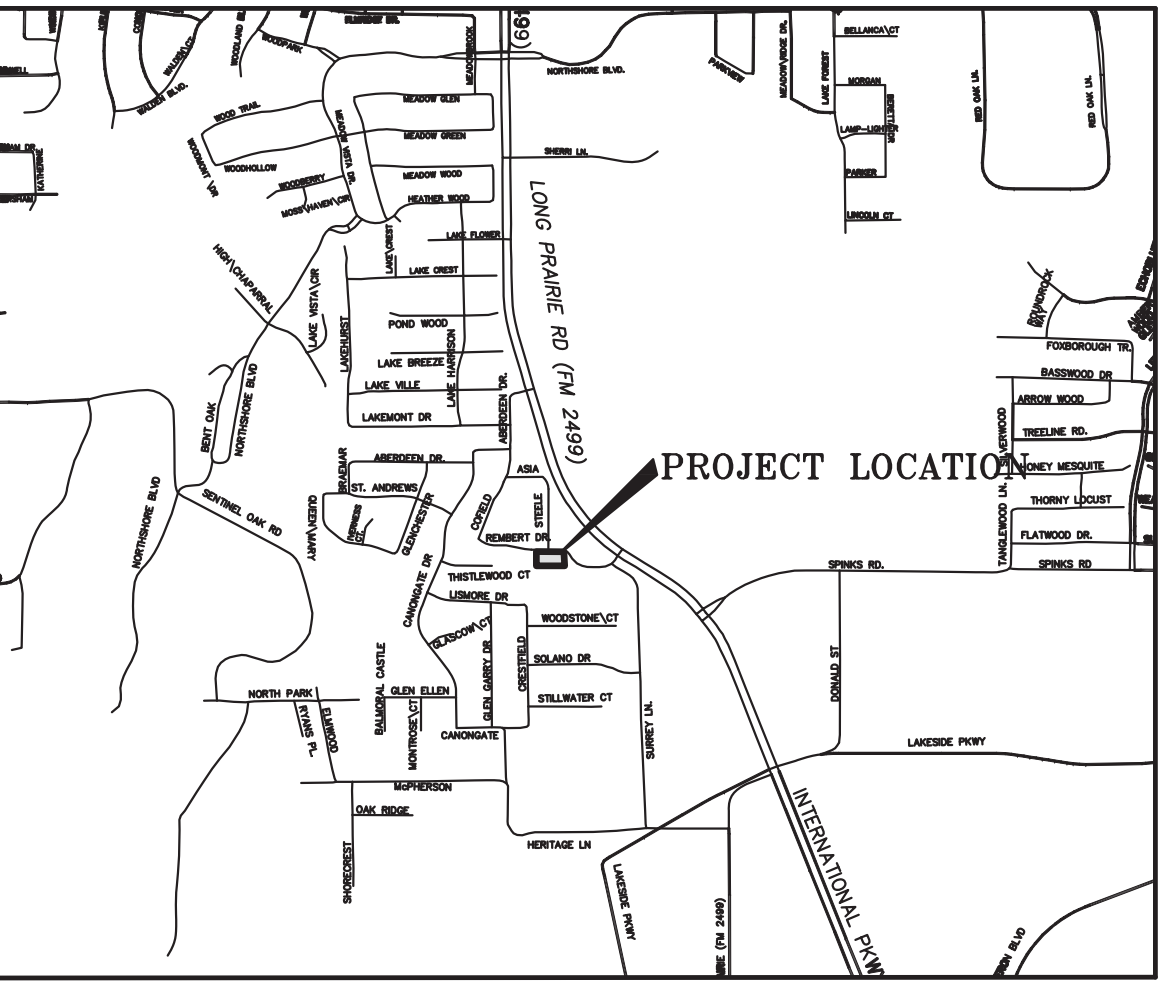
1. The maximum number of residential lots allowed in PD-132 shall be forty (40) lots.

DEVELOPMENT DATA	
PD-132 DEVELOPMENT STANDARDS SHALL APPLY TO THIS ADDITION (AMENDMENT) TO PD-132.	
SPECIFIC DEVELOPMENT DATA FOR THE 1.142 AC. ADDITION(AMENDMENT):	
PROPOSED USE:	PLANNED DEVELOPMENT (PD-132) SINGLE FAMILY RESIDENTIAL
LAND AREA:	±1.142 ACRES
MINIMUM LOT AREA:	7,559 S.F.
MAXIMUM LOT AREA:	10,258 S.F.
AVERAGE LOT SIZE:	8,289 S.F.
MINIMUM LOT WIDTH:	50'
MINIMUM FRONT SETBACK:	20'
MINIMUM REAR SETBACK:	20'
MINIMUM SIDE SETBACK:	5'



LEGEND

- LOT LINE
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- R.P.R.D.C.T. REPLAT RECORD DENTON COUNTY, TEXAS
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- PROPOSED R.O.W.
- PROPOSED BACK OF CURB



VICINITY MAP
N.T.S.

MASTER PLAN FEATURES	
Land Use Plan	Medium Density
Specific Plans	None
Urban Design Plan	Long Prairie
Parks and Trails	N/A
Open Space Plan	
Thoroughfare Plan	Long Prairie Road – Major Arterial, ROW Width varies
Water Plan	Long Prairie Service Area, N Side of Rembert Drive 8" WM
Wastewater Plan	Long Prairie Service Area – 8" line & 4' dia. SSMH S side of Rembert Drive Parkside at Woodlake subdivision

OWNER:

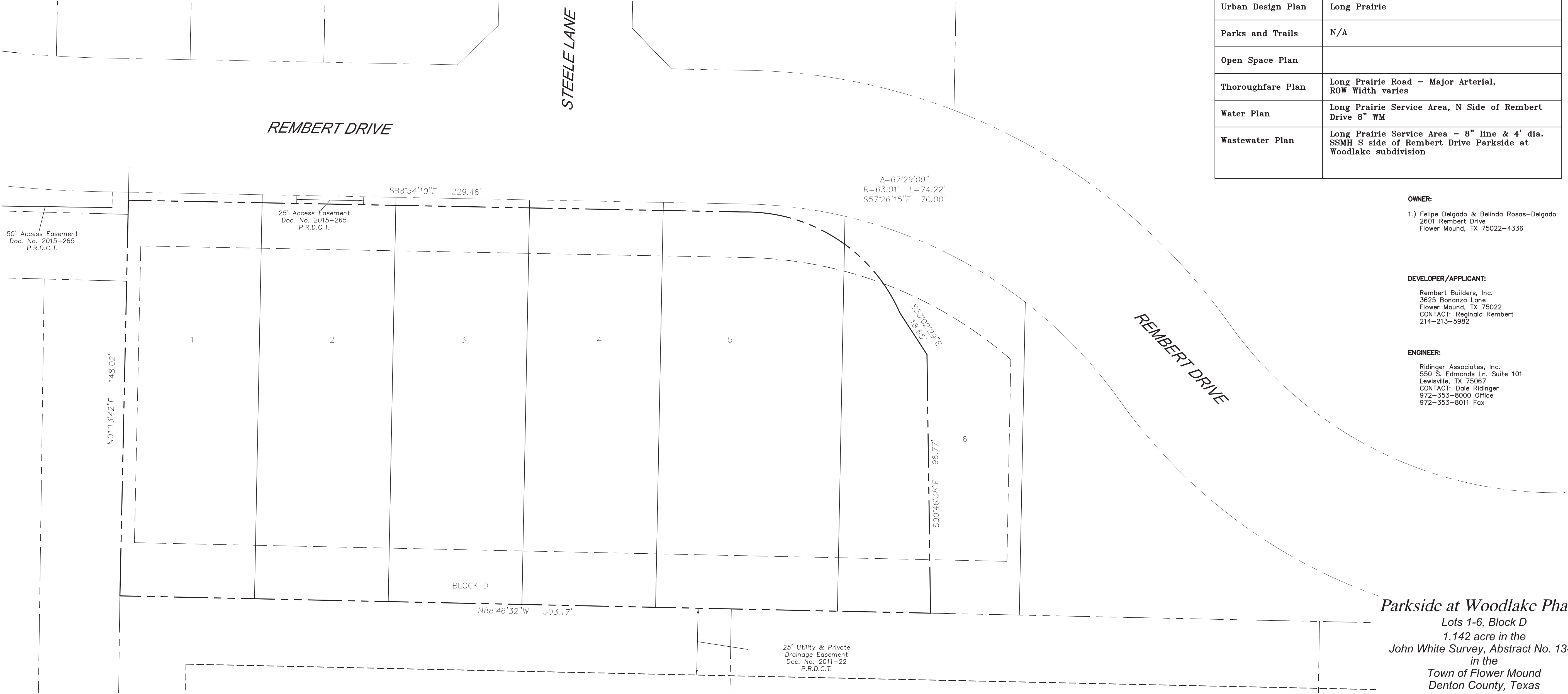
- 1.) Felipe Delgado & Belinda Rosas-Delgado
2601 Rembert Drive
Flower Mound, TX 75022-4336

DEVELOPER/APPLICANT:

Rembert Builders, Inc.
3625 Bonanza Lane
Flower Mound, TX 75022
CONTACT: Reginald Rembert
214-213-5982

ENGINEER:

Ridinger Associates, Inc.
550 S. Edmonds Ln. Suite 101
Lewisville, TX 75067
CONTACT: Dale Ridinger
972-353-8000 Office
972-353-8011 Fax



Parkside at Woodlake Phase 2
Lots 1-6, Block D
1.142 acre in the
John White Survey, Abstract No. 1341
in the
Town of Flower Mound
Denton County, Texas

No.	Date	Revisions	App.

Ridinger Associates, Inc.
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

**PARKSIDE AT WOODLAKE
PHASE 2**
FLOWER MOUND, TEXAS

CONCEPT PLAN

Scale: 1" = 20'
Designed by: LDR
Drawn by: MAB
Checked by: LDR
Date: MARCH 9, 2016
Project No. 035-021

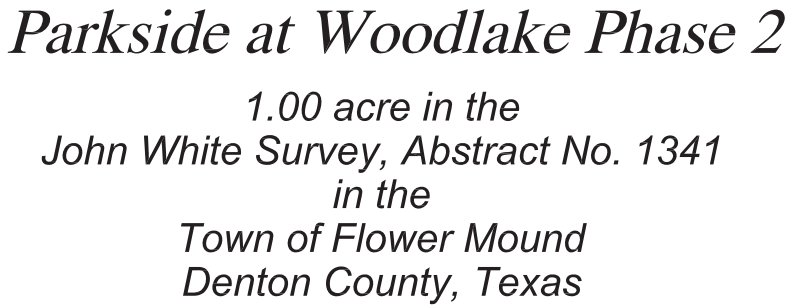
BEING all that certain lot, tract or parcel of land situated in the J. White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being that certain tract of land described by deed to Felipe Delgado and Belinda Rosas-Delgado, recorded under Document Number 2010-117950 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

THENCE North 01 degrees 13 minutes 42 seconds East, with the east line of said Ivy Estates, a distance of 148.02 feet to a ½ inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner in the south line of Lot 13X, Block A, Parkside at Woodlake, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2015-265 of the Plat Records of Denton County, Texas;

THENCE continuing with the southwesterly line of said Lot 13X and with said curve, an arc length of 74.22 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

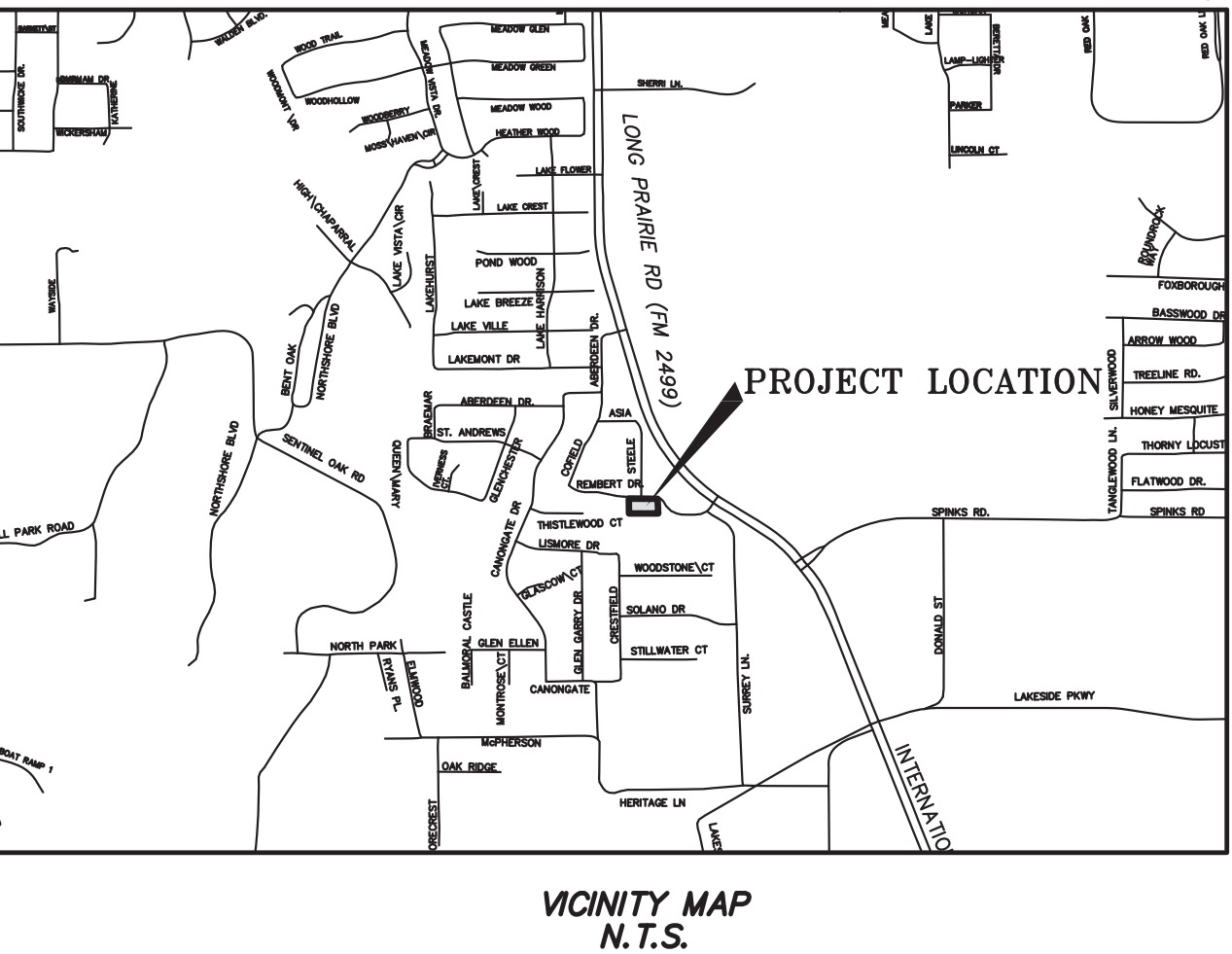
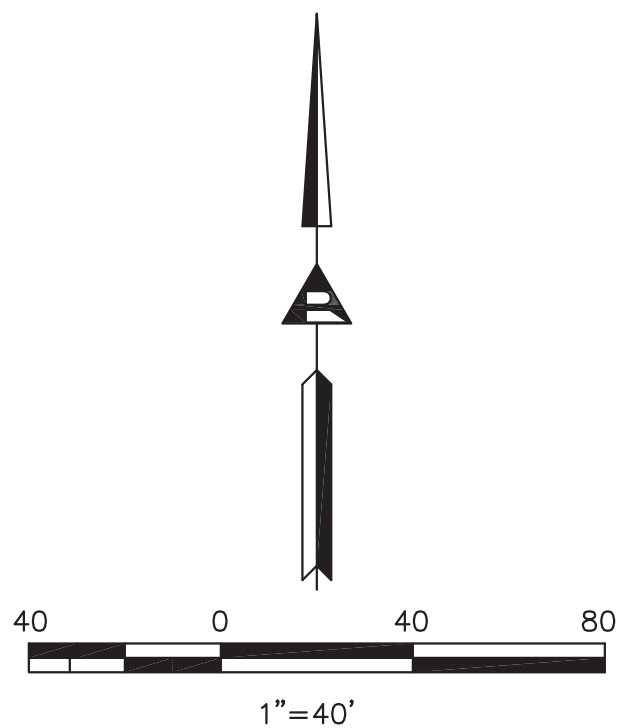
THENCE South 00 degrees 46 minutes 38 seconds East, with the west line of said Lot 13X, a distance of 96.77 feet to a ½ inch iron rod found for the most southeasterly southeast corner of said Lot 13X, and being in the north line of Lot 3, Block A of said Surrey Ranch Office Park;

THENCE North 88 degrees 46 minutes 32 seconds West, with the north line of said Surrey Ranch Office Park, a distance of 303.17 feet to the **POINT OF BEGINNING**, and containing 1.000 acre of land, more or less, and being subject to any and all easements that may affect.



Zoning Standard PD	Required
Min. Lot Area	6,000 sf.
Min. Lot Width	50 ft.
Min. Floor Area	1,800 sf.
Min. Front Yard	20 ft.
Min. Side Yard	5 ft.
Min. Rear Yard	20 ft.
Max. Lot Coverage	55 %
Max. Height (stories/ft.)	3/35 ft.

MASTER PLAN FEATURES	
Land Use Plan	Medium Density
Specific Plans	None
Urban Design Plan	Long Prairie District
Parks and Trails	N/A
Open Space Plan	
Thoroughfare Plan	Long Prairie Road – Major Arterial, ROW Width varies
Water Plan	Long Prairie Service Area, 6" line on N Side of Rembert Drive.
Wastewater Plan	Long Prairie Service Area – 4' dia. SSMH in Rembert Drive, and 8" SS line in Rembert Dr.



No.	Date	Revisions	App.

**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 73067

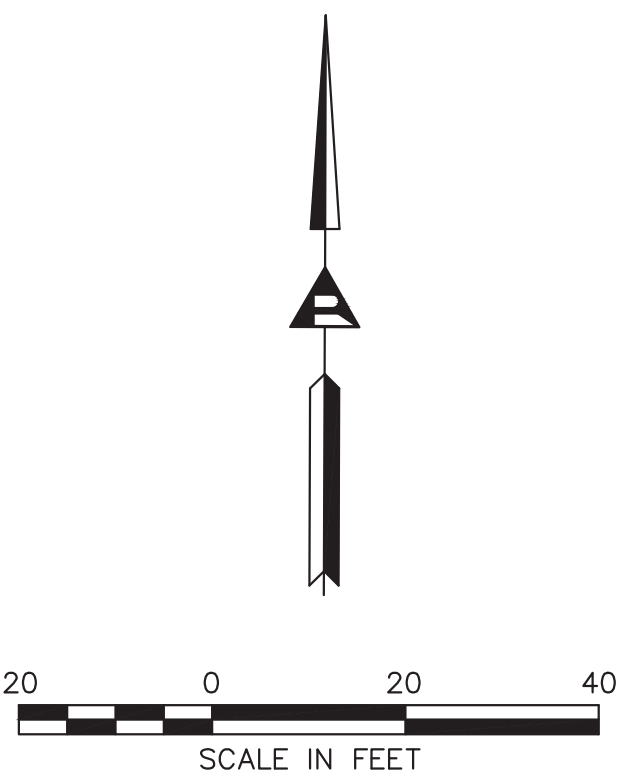
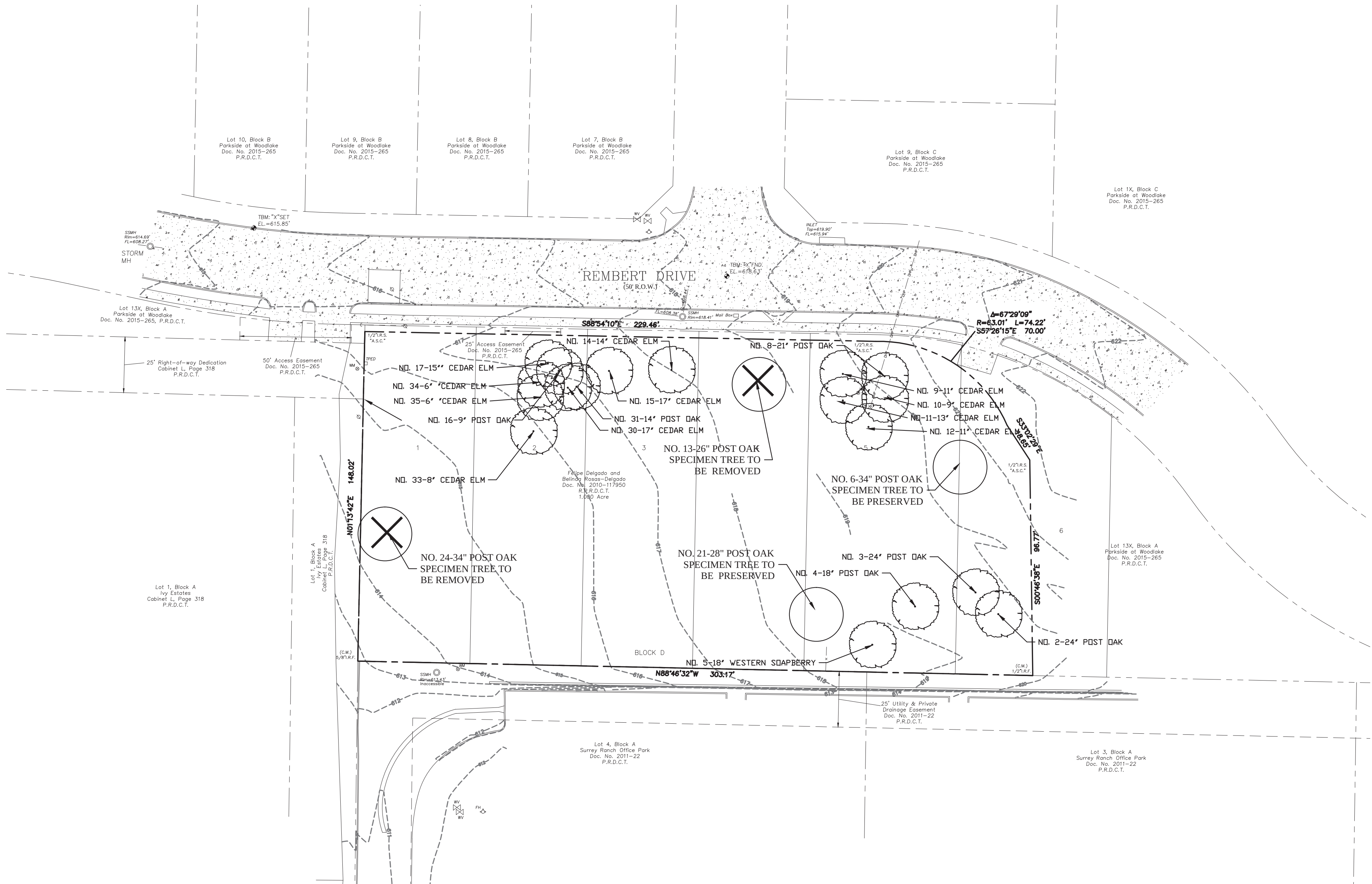
Tel. No. (972) 353-8000
Fax No. (972) 353-6011

*PARKSIDE AT WOODLAKE
PHASE 2*

PLANNED DEVELOPMENT ZONING EXHIBIT

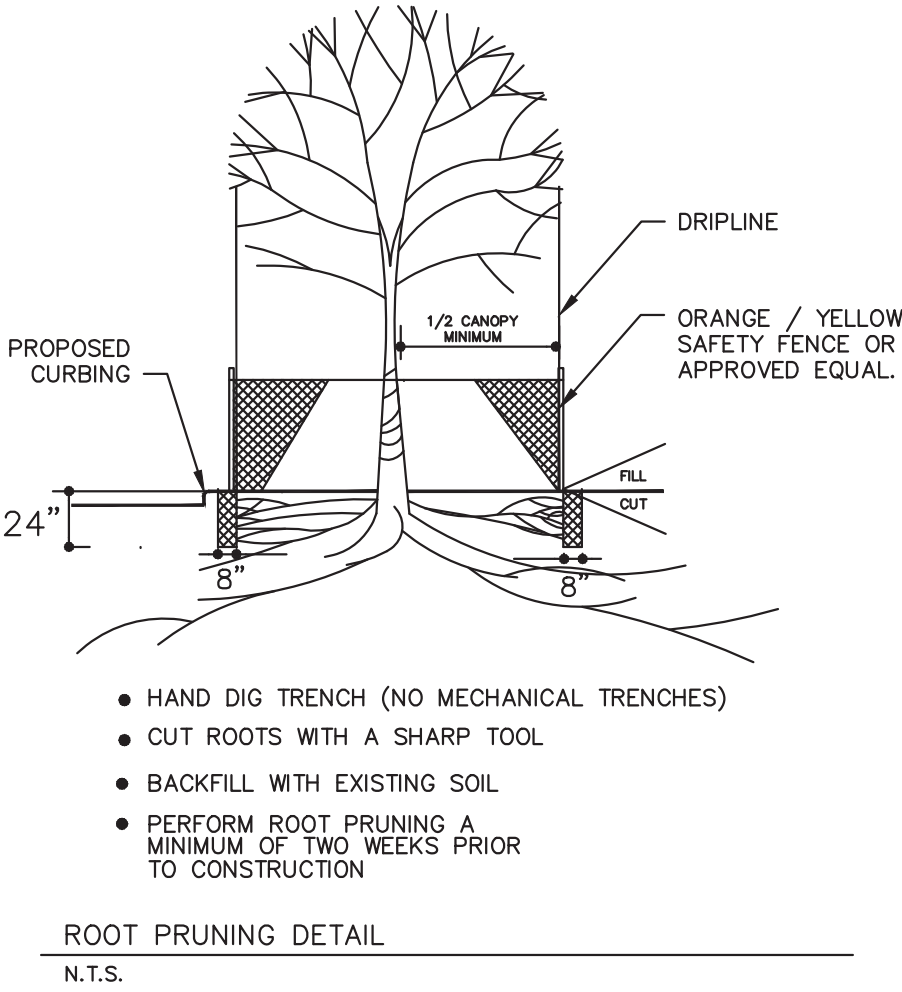
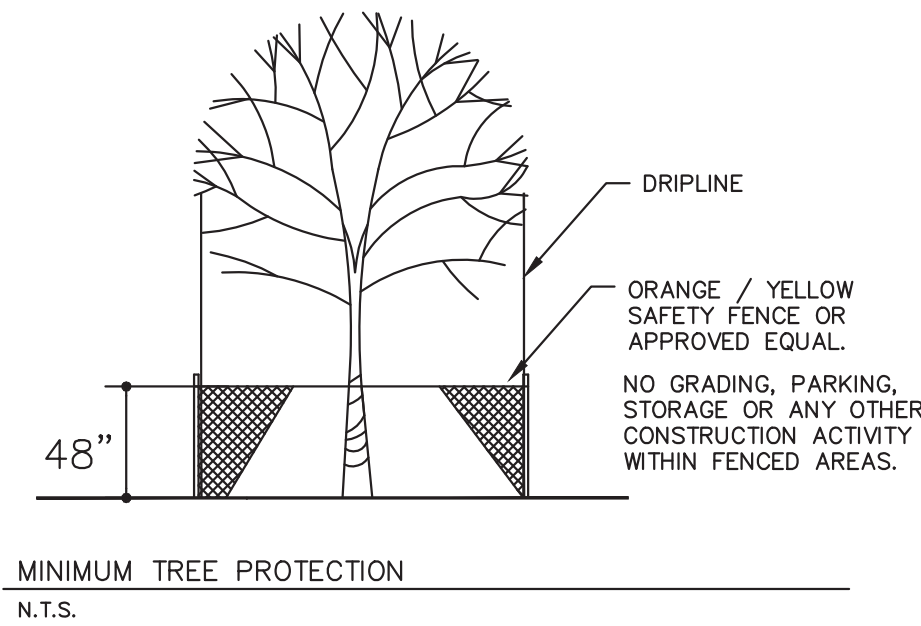
Scale:	1" = 40'
Designed by:	LDR
Drawn by:	MAB
Checked by:	LDR
Date:	MARCH 9, 2016
Project No.	035-021

SHEET
1



TREE NO.	DBH	COMMON NAME	BOTANICAL NAME	DESIGNATION	REMARKS
NO. 2	24"	Post Oak	Quercus stellata	Not Protected?	Damage at Trunk
NO. 3	24"	Post Oak	Quercus stellata	Protected	
NO. 4	18"	Post Oak	Quercus stellata	Protected	Encased in Concrete
NO. 5	18"	Western Soapberry	Sapindus drummondii	Protected	
NO. 6	34"	Post Oak	Quercus stellata	Protected	Specimen Tree-Preserve
NO. 8	21"	Post Oak	Quercus stellata	Protected	
NO. 9	11"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 10	9"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 11	13"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 12	11"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 13	26"	Post Oak	Quercus stellata	Protected	Specimen Tree-REMOVE
NO. 14	14"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 15	17"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 16	9"	Post Oak	Quercus stellata	Protected	
NO. 17	15"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 21	28"	Post Oak	Quercus stellata	Protected	Specimen Tree-Preserve
NO. 24	34"	Post Oak	Quercus stellata	Protected	Specimen Tree-REMOVE
NO. 30	17"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 31	14"	Post Oak	Quercus stellata	Protected	
NO. 33	8"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 34	6"	Cedar Elm	Ulmus crassifolia	Protected	
NO. 35	8"	Cedar Elm	Ulmus crassifolia	Protected	

- TREE PRESERVATION NOTES**
- CONTRACTOR AND DEVELOPER SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES:
1. PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
 2. THE DEVELOPER SHALL ERECT A PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILL WITHIN THE DRIP LINE.
 3. DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT CLEANING, PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE CANOPY AREA.
 4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
 5. NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (SIX (6) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - a. WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVED BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES AROUND A TREE OR GROUP OF TREES.
 - b. AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - c. ROOT PRUNING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
 - d. IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.



TREE MITIGATION

DEVELOPER WILL PAY ALL REQUIRED MITIGATION FEES AS REQUIRED BE THE TOWN OF FLOWER MOUND

TEXAS 60 CALIPER INCHES 60X2/3=40 MITIGATION TREES

40 MITIGATION TREES X \$375= \$15,000 PAYABLE TO THE TOWN OF FLOWER MOUND FOR TREE MITIGATION.

- LEGEND**
- SPECIMEN TREE TO BE REMOVED
 - SPECIMEN TREE TO BE PRESERVED

ST. CLAIR DESIGN GROUP, INC

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T. 214-394-3641

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDG
DATE: SEPTEMBER 4, 2015

TREE SURVEY

Parkside at Woodlake Phase 2

1.00 acres in the
John White Survey, Abstract No. 1341
in the
Town of Flower Mound
Denton County, Texas

Scale: 1" = 20'-0"

Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: DECEMBER 04, 2015
Project No. 035-021

SHEET
TS-1
OF
1

PARKSIDE AT WOODLAKE

PHASE 2

TREE SURVEY

Ridinger Associates, Inc.

Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

EXHIBIT "B"
DEVELOPMENT STANDARDS

Planned Development District No. 132 (PD-132) with
Single-Family District-5 (SF-5) uses

PARKSIDE AT WOODLAKE

The Development on the property depicted in the Concept Plan attached to Ordinance No. 42-14 as Exhibit "C" and to this ordinance as Exhibit "C-1" shall be in accordance with the Town of Flower Mound's Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

A. PD-132 with Single-Family District-5 (SF-5) uses. Development of PD-132 as designated on Exhibit "C," the Concept Plan for Villas at Woodlake (Parkside at Woodlake, Phase 1), comprised of approximately 14.316 acres of land, and as designated on Exhibit "C-1," the Concept Plan for Parkside at Woodlake, Phase 2, comprised of approximately 1 acre of land, shall be in compliance with all regulations applicable to Single-Family District-5 (SF-5) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in Ordinance No. 42-14 and this Ordinance.

1. **Minimum side yard.** The minimum side yard for residential uses in PD-132 shall be five (5) feet, subject to Section 98-1027, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum side yard of at least forty (40) feet from the major arterial roadway.
2. **Minimum rear yard.** The minimum rear yard for residential uses in PD-132 shall be twenty (20) feet, subject to Section 98-1028, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum rear yard of at least forty (40) feet from the major arterial roadway.

B. Miscellaneous Standards:

1. The maximum number of residential lots allowed in PD-132 shall be forty six (46) lots.

C. Exceptions:

1. An exception to Section 90-272 has been granted with this ordinance to allow the lot depth to exceed 2½ times the lot width. Maximum lot depth shall not exceed 155 feet.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, AND AMENDING ORDINANCE NO. 42-14, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 132 (PD-132), BY CHANGING THE ZONING ON APPROXIMATELY ONE ACRE OF LAND SITUATED IN THE JOHN WHITE SURVEY, ABSTRACT NUMBER 1341, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 132 (PD-132) WITH SINGLE-FAMILY DISTRICT-5 (SF-5) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as one acre of land in the John White Survey, Abstract Number 1341, has filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) to Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 14, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 4, 2016, with respect to the Zoning Planned Development amendment described herein; and,

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

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

ORDINANCE NO. _____

Page 2

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

One acre of land in the John White Survey, Abstract Number 1341, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses is hereby amended to add one acre of land, referred to as "Phase 2," as depicted on Exhibit "C," attached hereto and incorporated for all purposes.

Exhibit "D" to Ordinance No. 42-14 shall be replaced with Exhibit "B" attached to this Ordinance and incorporated herein.

SECTION 2

The amended development standards and Phase 2 concept plan for Planned Development District No. 132 (PD-132), attached hereto as Exhibits "B" and "C," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards and Phase 2 concept plan for Planned Development District No. 132 (PD-132).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the amended Planned Development District No. 132 (PD-132), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B" and "C" attached hereto, as well as the applicable regulations contained in PD-132, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town

ORDINANCE NO. _____

Page 3

Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10

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

SECTION 11

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

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

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

ORDINANCE NO. _____

Page 4

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. _____

Page 5

Exhibit "A"
Description of Property

Legal Description:

BEING all that certain lot, tract or parcel of land situated in the J. White Survey, Abstract Number 1341, Town of Flower Mound, Denton County, Texas, and being that certain tract of land described by deed to Felipe Delgado and Belinda Rosas-Delgado, recorded under Document Number 2010-117950 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the southwest corner of said Delgado tract, being the north west corner of Lot 4, Block A, Surrey Ranch Office Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2011-22 of the Plat Records of Denton County, Texas, and being in the east line of Lot 1, Block A, Ivy Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 318 of the Plat Records of Denton County, Texas;

THENCE North 01 degrees 13 minutes 42 seconds East, with the east line of said Ivy Estates, a distance of 148.02 feet to a ½ inch iron rod with a yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for corner in the south line of Lot 13X, Block A, Parkside at Woodlake, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2015-265 of the Plat Records of Denton County, Texas;

THENCE South 88 degrees 54 minutes 10 seconds East, with the south line of said Lot 13X, a distance of 229.46 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner, being at the beginning of a non-tangent curve to the right having a radius of 63.01 feet, with a delta angle of 67 degrees 29 minutes 09 seconds, whose chord bears South 57 degrees 26 minutes 15 seconds East, a distance of 70.00 feet;

THENCE continuing with the southwesterly line of said Lot 13X and with said curve, an arc length of 74.22 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner;

THENCE South 33 degrees 02 minutes 29 seconds East, with the southwesterly line of said Lot 13X, a distance of 18.65 feet to a ½ inch iron rod with a yellow cap stamped "ASC" set for corner in the west line of said Lot 13X;

THENCE South 00 degrees 46 minutes 38 seconds East, with the west line of said Lot 13X, a distance of 96.77 feet to a ½ inch iron rod found for the most southeasterly southeast corner of said Lot 13X, and being in the north line of Lot 3, Block A of said Surrey Ranch Office Park;

THENCE North 88 degrees 46 minutes 32 seconds West, with the north line of said Surrey Ranch Office Park, a distance of 303.17 feet to the **POINT OF BEGINNING**, and containing 1.000 acre of land, more or less, and being subject to any and all easements that may affect.

EXHIBIT "B"
DEVELOPMENT STANDARDS

Planned Development District No. 132 (PD-132) with
Single-Family District-5 (SF-5) uses

PARKSIDE AT WOODLAKE

The Development on the property depicted in the Concept Plan attached to Ordinance No. 42-14 as Exhibit "C" and to this ordinance as Exhibit "C-1" shall be in accordance with the Town of Flower Mound's Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

A. PD-132 with Single-Family District-5 (SF-5) uses. Development of PD-132 as designated on Exhibit "C," the Concept Plan for Villas at Woodlake (Parkside at Woodlake, Phase 1), comprised of approximately 14.316 acres of land, and as designated on Exhibit "C-1," the Concept Plan for Parkside at Woodlake, Phase 2, comprised of approximately 1 acre of land, shall be in compliance with all regulations applicable to Single-Family District-5 (SF-5) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in Ordinance No. 42-14 and this Ordinance.

1. **Minimum side yard.** The minimum side yard for residential uses in PD-132 shall be five (5) feet, subject to Section 98-1027, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum side yard of at least forty (40) feet from the major arterial roadway.
2. **Minimum rear yard.** The minimum rear yard for residential uses in PD-132 shall be twenty (20) feet, subject to Section 98-1028, except for lots adjacent to a major arterial (Long Prairie Road) shall have a minimum rear yard of at least forty (40) feet from the major arterial roadway.

B. Miscellaneous Standards:

1. The maximum number of residential lots allowed in PD-132 shall be forty six (46) lots.

C. Exception:

1. An exception to Section 90-272 has been granted with this ordinance for Phase 2 lots only to allow the lot depth to exceed 2½ times the lot width. Maximum lot depth shall not exceed 155 feet.

From: Eric Swarva
Sent: Thursday, March 17, 2016 7:55 PM
To: Poornima Srinarasi
Subject: Rembert and Steele

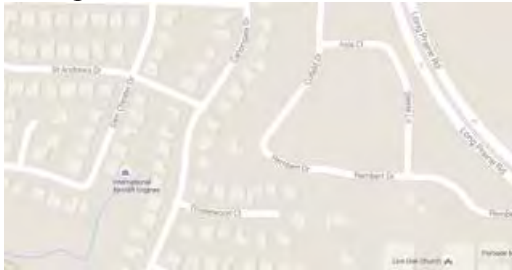
Hello,

I noticed a sign at a ranch property by Rembert and Steele for a request to zone change. Also neighbors today had a flier stuffed in their mailbox for a zone meeting on March 16th, a day after the meeting but was dated March 2nd, for a request for multi family housing. Can you please clarify on this?

Regards,

Eric Swarvar

A map is attached.



From: amylgamboa
Sent: Thursday, March 17, 2016 8:55 PM
To: Poornima Srinarasi
Subject: Opposition to high density apartments

Town senior planner:

I live in the Woodlake Estates in Flower Mound and we received notice today of a zoning change proposal to allow high density (apartments) to be built in the new estates at Aberdeen & Cofield. I personally am highly opposed to this. There will only be one entrance via Aberdeen. The additional traffic it will drive onto Aberdeen could be substantial making getting out at the Aberdeen/2499 a nightmare.

One of the appealing qualities of our neighborhood was the quiet, family oriented nature of our subdivision. Not only would allowing apartments significantly increase the traffic flow, but I feel that apartment complexes bring more crime to the surrounding neighborhoods and possibly decreased home values.

Regards,
Amy Gamboa
828 Glen Garry Dr
Flower Mound, TX 75022

From: Kimberly Brown

Sent: Thursday, March 17, 2016 9:55 PM

To: Poornima Srinarasi

Subject: Master Plan Amendment (MPA15-0013) - Parkside at Woodlake, Phase 2

Dear Ms. Srinarasi,

I would have been very interested in attending the meeting on March 14th, 2016; however, the notice regarding this Master Plan Amendment just arrived in my mailbox - and that of each one of my neighbors here in Woodlake Estates - today, March 17, 2016. I feel that this was poor planning and makes me feel as if my opinion on this matter is not important to the Planning and Zoning Commission. I realize that there will be a public Town Council hearing on April 4th, but the entire process is important.

More importantly, my opinion is such: I live on Canongate Drive at the intersection with Lismore, where speeders are prevalent and dangerous to my three children and the other seven children who live at this intersection. This is important because people speed through this neighborhood to get to other neighborhoods including all of the new Lakeside developments and the Northshore area. We do not need yet another high density development, albeit small, near our neighborhood. This will also increase traffic at the stoplight at Aberdeen and FM2499, which is already so long (timed) and backed up with traffic in the mornings that my kids are frequently late for school. Furthermore, we already have all of the new apartments in the Lakeside development, with many more already planned to be built along Lakeside Parkway. Please, since we moved into our house on Canongate in May of 2001, the face of this entire area has already been shaped into something far different than what we fell in love with in the first place. Less trees, more houses, many apartments, more traffic, more kids with no park improvements and no plans for improvement in the near future, and more mischief in the neighborhood - does this sound like the Flower Mound you know?

I believe I speak for the majority of my neighbors when I ask you to please strongly consider denying the approval of this amendment.

Thank you for your time,
Kimberly Brown



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: August 4, 2016

FROM: Matthew Woods, Director of Environmental Services

ITEM: 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.)*

BACKGROUND INFORMATION: This request was considered by the Town Council on April 4, 2016, along with the Master Plan amendment (MPA15-0013) and planned development amendment (ZPD 15-0020). The motion to deny the specimen tree removal request passed by a vote of 5 to 0. Council Member Bryan Webb requested in writing that the item be placed on an upcoming agenda for reconsideration.

Section 2-57(c) of the Town's Code of Ordinances states: "Past agenda items that were the subject of a final vote may be placed on a future agenda to be reconsidered by the council at the written request of a councilmember who voted on the prevailing side. The council's ability to reconsider an item shall be subject to procedures mandated by state law and this Code, which procedures shall prevail in the event of a conflict with this section."

The item has been re-noticed. The agenda item from the April 4, 2016, Town Council meeting is attached. No other changes have been made to the request.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its March 1, 2016, meeting. The ECC recommended denial of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of June 9, 2016, staff has not received feedback related to this item.

ATTACHMENTS:

1. April 4, 2016, Town Council Agenda Item



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: April 4, 2016

FROM: Matthew Woods, Director of Environmental Services

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

BACKGROUND INFORMATION: The Parkside at Woodlake, Phase 2 development is generally located south of Rembert Drive and west of Long Prairie Road. The site is approximately 1.000 acre in size. The site is currently master planned for Medium Density Residential and is zoned for Agricultural uses. The applicant is requesting a Master Plan Amendment to change the land use designation to High Density Residential and rezone the property by amending Planned Development District No. 132 (PD-132) with Single-Family District-5 (SF-5) uses to include this additional land. According to the tree survey for the project, the site contains a total of four (4) specimen trees. The applicant is requesting to remove two (2) of the specimen trees from the site in order to build a residential subdivision. The specimen trees proposed for removal are both in good condition and are located within the proposed buildable area.

The following specimen trees are being requested for removal: Tree #13 – 26” post oak; and Tree #24 – 34” post oak.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its March 1, 2016, meeting. The ECC recommended denial of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of March 22, 2016, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter of intent.
2. Specimen tree removal permit application.
3. Photograph of the specimen tree proposed for removal.
4. Project tree survey.

RECOMMENDATION: Move to deny the requested permit to remove two (2) specimen trees on property proposed for development as Parkside at Woodlake, Ph. 2. The property is generally located south of Rembert Drive and west of Long Prairie Road.



February 18, 2016

Mr. James Hoefert
Town Of Flower Mound
2121 Cross Timbers
Flower Mound, Texas 75028

**Re: 2601 Rembert Drive
Tree Removal Permit**

Dear Mr. Hoefert:

Ridinger Associates, Inc. has prepared a Concept Plan with the Zoning Planned Development application for the proposed Parkside at Woodlake Phase 2 development at 2601 Rembert Drive, Flower Mound TX.

There are four specimen trees that are within the limits of this project. The lots have been laid out to be able to preserve two of the four specimen trees. However, Specimen Tree Nos. 13 & 24 as shown on the Parkside at Woodlake Phase 2 Tree Survey fall within the proposed building pads of the development and a Tree Removal permit is requested for the removal of Specimen Tree Nos. 13 & 24.

This project cannot reasonably be developed without removal of the trees included with this permit application.

We appreciate your consideration of our project and look forward to your favorable approval. Please call if you have any questions or comments.

Thank You,

A handwritten signature in blue ink, appearing to read 'Tracy A. LaPiene', is written over a light blue horizontal line.

Mr. Tracy A. LaPiene, P.E.
Vice President

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name: John St.Clair

Address: P.O. BOX 12519-0519
 Dallas, TX 75225

Phone: 214-394-3641

Applicant's Legal Interest in the Property:
 Landscape Architect

2. Property Owner(s)

Name(s): Delgado, Felipe & Belinda Rosas-

Address: 2601 Rembert Drive,
 Flower Mound, TX 75022

3. Location and Legal Description of Property:

2601 Rembert Drive,

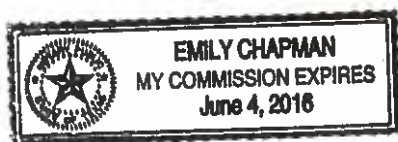
1.142 Acres in the John White Survey, Abstract No. 1341

Town of Flower Mound, Denton County, Texas

Page 2 of 3.

4. Owner's Authorization of Representation

I, Felipe Delgado, the owner of the above described real property, do hereby authorize John St. Clair to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.



Felipe Delgado
Signature of Owner

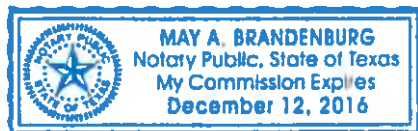
Given Under My Hand and Seal of Office
This the 26 Day of Feb, 2016
Emily Chapman
Notary Public
In and For Denton County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I John St. Clair, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

John St. Clair
Signature of Applicant

Landscape Architect License No. 2210
State of Licensure TEXAS
Or ISA Certified Arborist No. _____



701 267 5067-5

Given Under My Hand and Seal of Office
This the 13 Day of February, 2016
May A. Brandenburg
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 2/26/2016 by (initials) JRH.

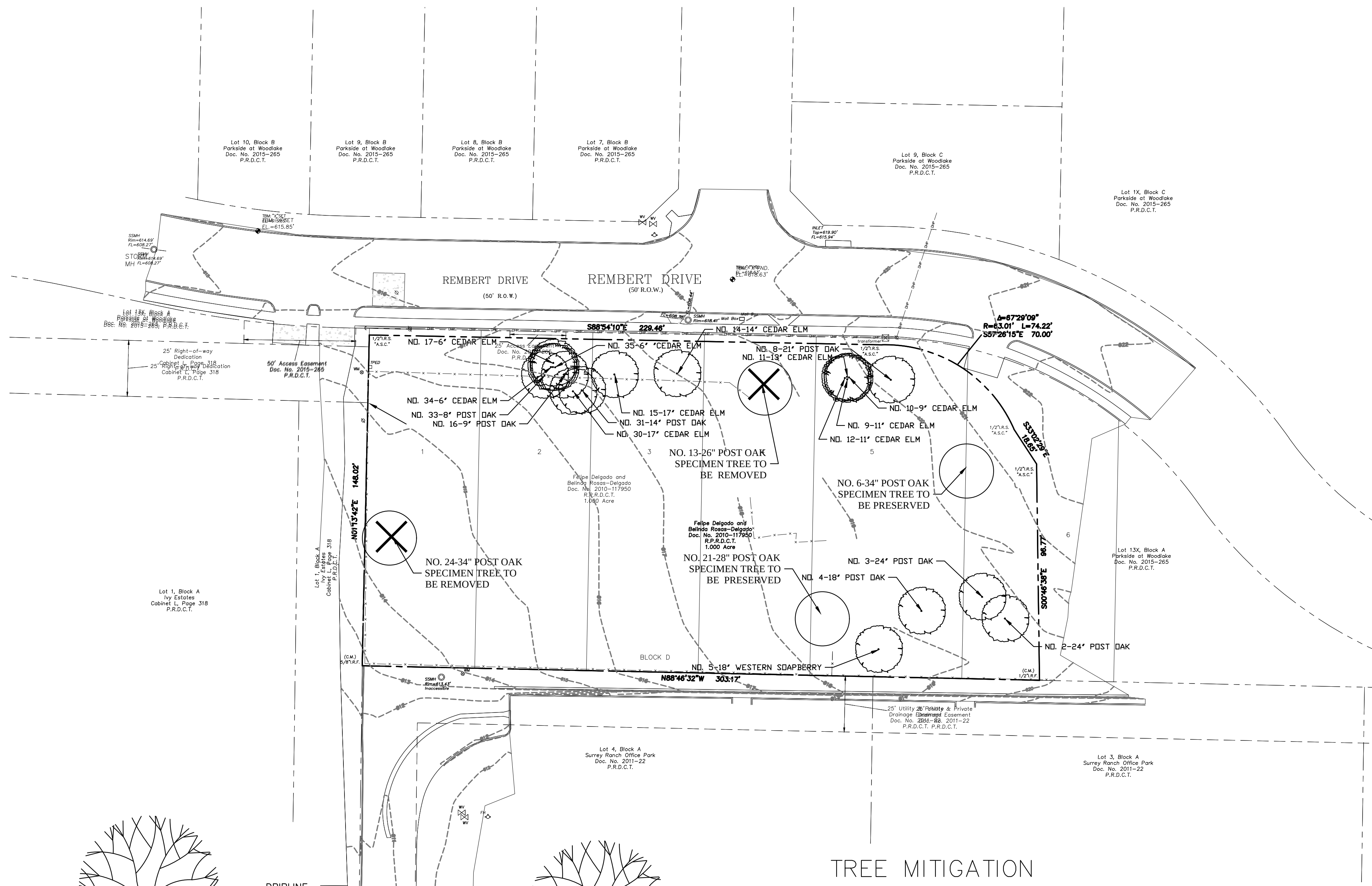
Parkside at Woodlake Estates, Ph. 2 – Specimen trees proposed for removal

Tree #13 – 26" post oak



Tree #24 – 34" post oak

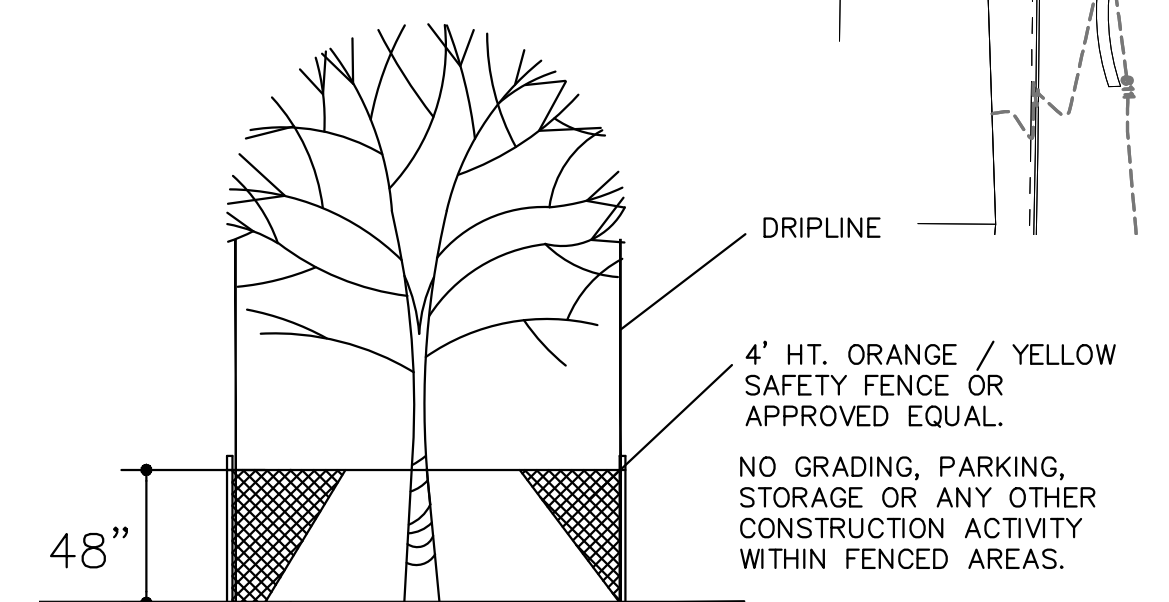




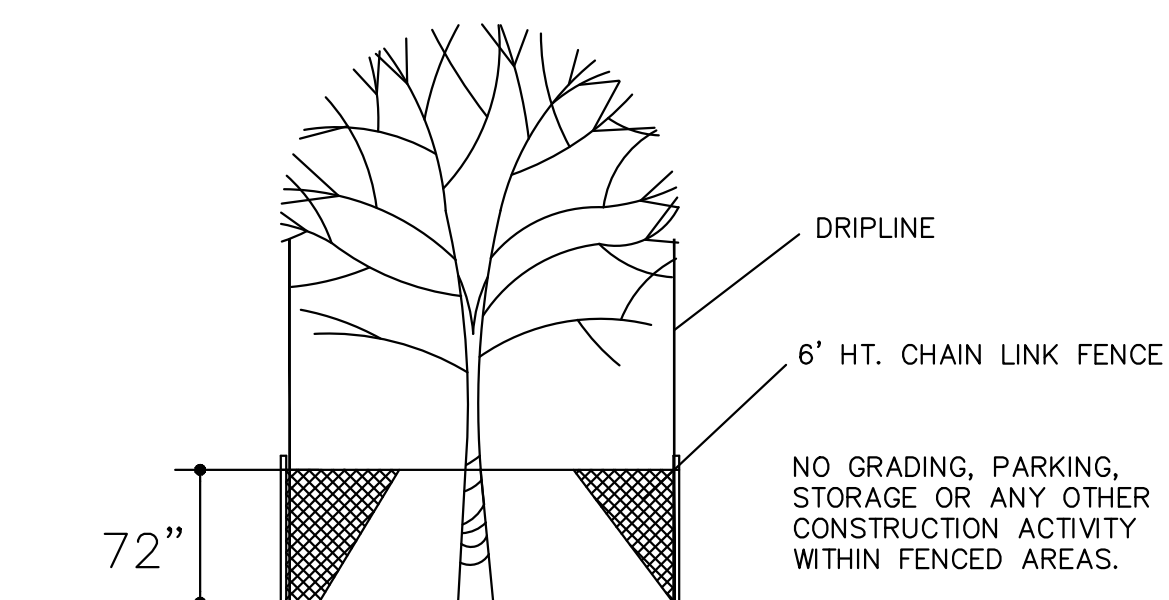
TREE NO.	DBH	COMMON NAME	BOTANICAL NAME	DESIGNATION	REMARKS	REMAIN / REMOVE
NO. 2	24"	Post Oak	Quercus stellata	Not Protected?	Damage at Trunk	
NO. 3	24"	Post Oak	Quercus stellata	Protected	Trunk Damaged	
NO. 4	18"	Post Oak	Quercus stellata	Protected	Encased in Concrete	
NO. 5	18"	Western Soapberry	Sapindus drummondii	Protected		
NO. 6	34"	Post Oak	Quercus stellata	Protected	Specimen Tree--Preserve	REMAIN
NO. 8	21"	Post Oak	Quercus stellata	Protected		
NO. 9	11"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 10	9"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 11	13"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 12	11"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 13	26"	Post Oak	Quercus stellata	Protected	Specimen Tree--REMOVE	REMOVE
NO. 14	14"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 15	17"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 16	9"	Post Oak	Quercus stellata	Protected		
NO. 17	6"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 21	28"	Post Oak	Quercus stellata	Protected	Specimen Tree--Preserve	REMAIN
NO. 24	34"	Post Oak	Quercus stellata	Protected	Specimen Tree--REMOVE	REMOVE
NO. 30	17"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 31	14"	Post Oak	Quercus stellata	Protected		
NO. 33	8"	Post Oak	Quercus stellata	Protected		
NO. 34	15"	Cedar Elm	Ulmus crassifolia	Protected		
NO. 35	6"	Cedar Elm	Ulmus crassifolia	Protected		

TREE PRESERVATION NOTES

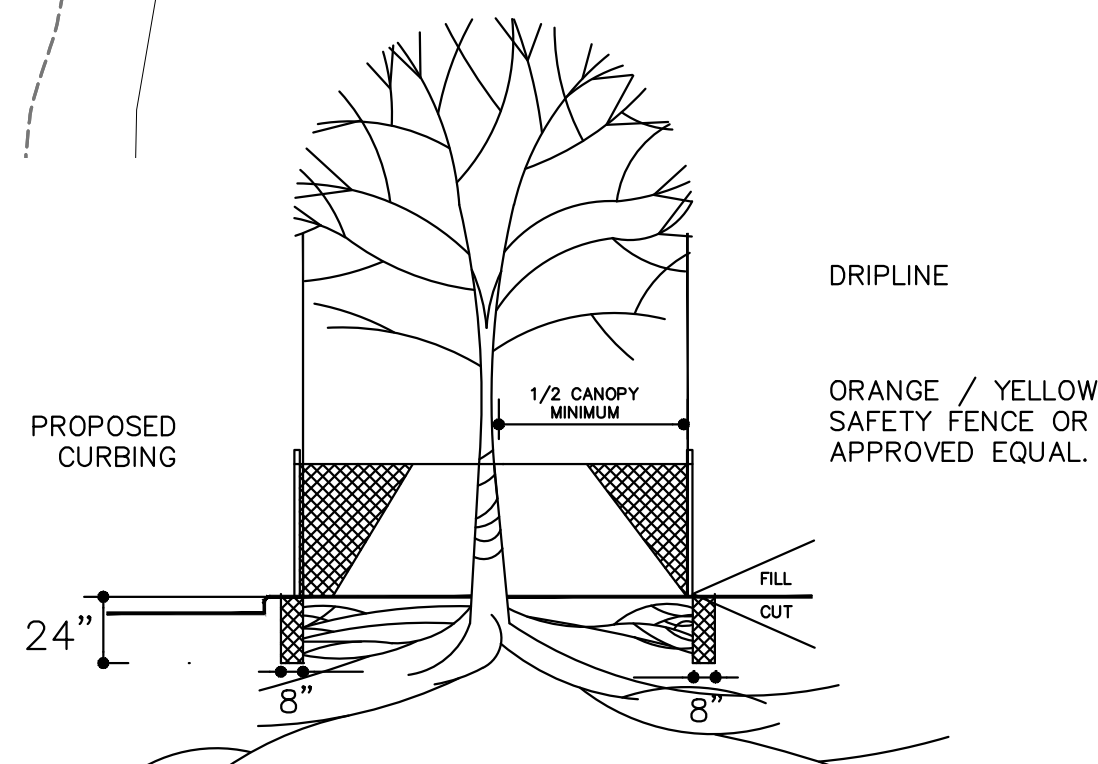
- CONTRACTOR AND DEVELOPER SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES:
- PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
 - THE DEVELOPER SHALL ERECT A PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILL WITHIN THE DRIP LINE.
 - DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT CLEANING, PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE CANOPY AREA.
 - NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
 - NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (SIX (6) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVED BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES AROUND A TREE OR GROUP OF TREES.
 - AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - ROOT PRUNING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
 - IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.



MINIMUM TREE PROTECTION- PROTECTED TREES
N.T.S.



MINIMUM TREE PROTECTION- SPECIMEN TREES
N.T.S.



- HAND DIG TRENCH (NO MECHANICAL TRENCHES)
- CUT ROOTS WITH A SHARP TOOL
- BACKFILL WITH EXISTING SOIL
- PERFORM ROOT PRUNING A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION

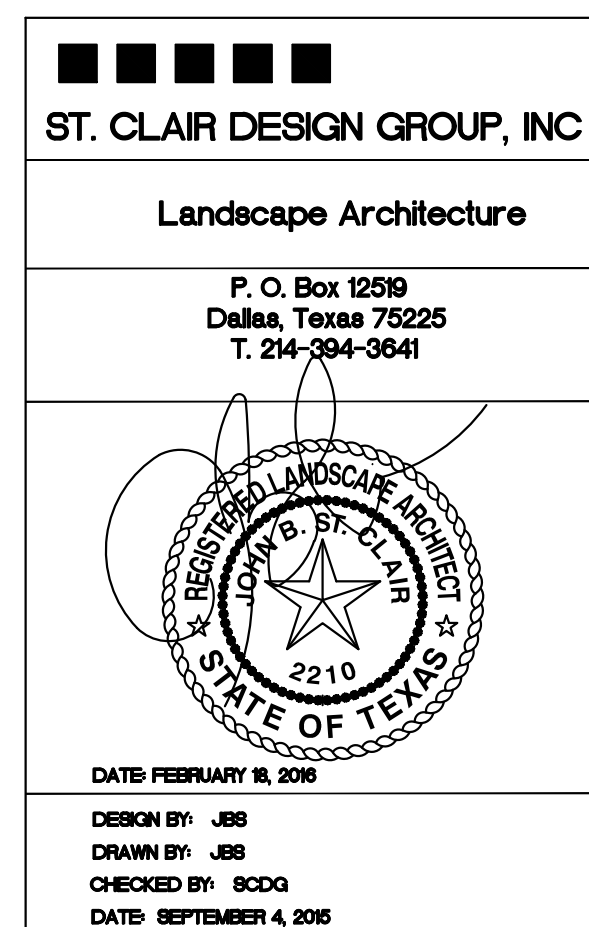
ROOT PRUNING DETAIL
N.T.S.

TREE MITIGATION

DEVELOPER WILL PAY ALL REQUIRED MITIGATION FEES AS REQUIRED BE THE TOWN OF FLOWER MOUND TEXAS 60 CALIPER INCHES 60X2/3=40 MITIGATION TREES 40 MITIGATION TREES X \$375= \$15,000 PAYABLE TO THE TOWN OF FLOWER MOUND FOR TREE MITIGATION.

LEGEND

- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE TO BE PRESERVED
- PROTECTED TREE



TREE SURVEY
Parkside at Woodlake Phase 2
1.142 acres in the
John White Survey, Abstract No. 1341
in the
Town of Flower Mound
Denton County, Texas

Scale: 1" = 20'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCOG
Date: DECEMBER 04, 2015
Project No. 035-021

SHEET
TS-1
OF
1

PARKSIDE AT WOODLAKE

PHASE 2

TREE SURVEY

FLOWER MOUND, TEXAS

Ridinger Associates, Inc.
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8007

App.

PER CITY COMMENTS

Revisions

Date

No.

No.1

2-18-16



TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: August 4, 2016

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider Charter amendments as recommended by the Charter Review Commission on 7/21/16, or as otherwise directed, and to be presented as ballot items for Flower Mound voter consideration at the November 8, 2016, election.

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.

There was Council consensus to bring forward all of the recommended items as presented; however, with some modifications as well as some new items presented by Council as follows:

- o Repeal the language as it relates to filing with the county given it's already covered under state statute (§ 9.10)
- o Addressing Charter violations:
 - Communicate ideas to Mr. Meredith relative to input so he can have a head start for the next meeting
 - See discussion points (page 10 of 7/18/16 minutes)
- o For the Parks Board:
 - Future consideration whether or not to amend or repeal in its entirety given there is not a requirement to have this board referenced in the Charter (§ 8.04)
- o For term limits/lengths:
 - Three year term lengths with an election held every year (two seats are up every three years) and a transition plan that gets Council from where they are today to that point, and have an open discussion at the next meeting regarding term limits and if the Council should consider putting forward to the voters two three year terms or three/three year terms, including an effective start date
 - Interest in continuing the discussion on term limits in the event a member of Council changes position to Mayor
- o Petition for Recall (§ 6.02)
 - Review the percentages or numbers needed to initiate a recall and identify if they are attainable, and whether or not a change is needed (and would be for recall petition or referendum)

Mayor Hayden suggested members of Council give some consideration to the recommendations and be prepared to offer those comments at the August 4th meeting

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: N/A

ATTACHMENTS:

1. Charter Review Commission presentation – final report

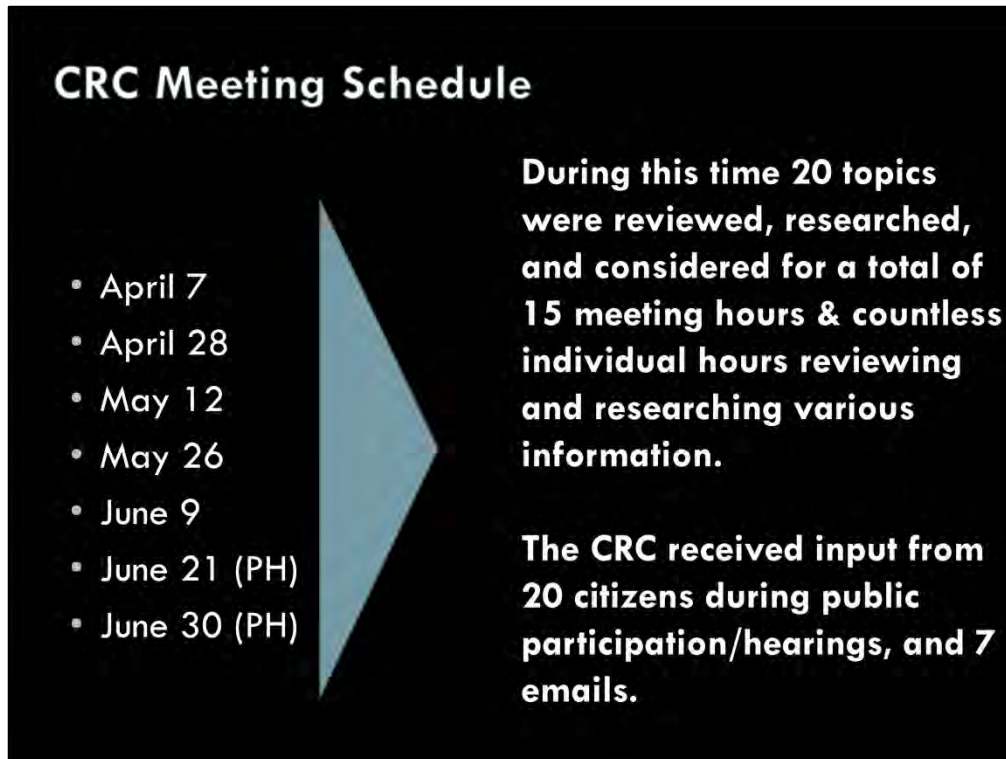
RECOMMENDATION: Staff is seeking direction relative to the recommendations as presented by the CRC or any other Charter amendment considerations.



Charter Review Commission (CRC) Presentation & Final Report

July 18, 2016





Most meetings took place at Town Hall, with other locations of central fire station and the library. Public hearings were held at Town Hall on June 21 & 30 and speakers were not time limited, and CRC members often asked questions from participants.

- 
- Town website and social media outlets
 - Charter@flower-mound.com
 - FMTV – Town Matters
 - All meetings televised
 - Postcards to HOA leaders, past elected officials, past CRC members, & past Charter meeting participants
 - Newspaper articles – The Leader & Cross Timbers Gazette
 - Meeting notice signs at Library, CAC, Senior Center, Dog Park, & Town Hall
 - Utility billing insert
 - Announcements made at Council meetings:
 - April 4, May 16, June 20
 - Fliers created & distributed at Town Hall & the Library
 - Electronic message boards at key locations promoting the public hearing dates



CRC REPORT (FINDINGS AND RECOMMENDATIONS)

-
- Council Original Charge Items (12)
 - Charter Review Commission Initiated Items (2)
 - Public Initiated Items (6)
-

Recommendations presented include either:
No recommendation, a Charter Amendment,
or a Policy Recommendation

COUNCIL INITIATED ITEMS

1. Review & discuss any provisions that conflict with state law or any of the Town's Ordinances

<u>CURRENT</u>	<u>CRC RECOMMENDATION:</u>
5.04. - Filing for Office. Each candidate for an elective office shall meet the qualifications set forth in <u>§ 3.02.1</u> 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.	5.04. - Filing for Office. Each candidate for an elective office shall meet the qualifications set forth in <u>§ 3.02.1</u> 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.

4/28/16: Vote 5-0

The following prohibition in the Charter was preempted by the Legislature in 2013:

§ 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.

(Amend. of 5-15-2004; Ord. No. 33-07, (Prop. 3, approved at referendum 5-12-2007), adopted 5-21-2007)

The 2013 legislation reads as follows:

SUBCHAPTER C. EMPLOYEES AS CANDIDATES FOR OFFICE

Sec. 150.041. PROHIBITED MUNICIPAL ACTIONS. (a) In this section, "candidate" has the meaning assigned by Section 251.001(1), Election Code.

(b) A municipality may not prohibit a municipal employee from becoming a candidate for public office.

(c) A municipality may not take disciplinary action against a municipal employee, including terminating the employment of the employee, solely because the employee becomes a candidate for public office. However, the employee is still expected to fulfill all the duties and responsibilities associated with their municipal employment.

Added by Acts 2013, 83rd Leg., R.S., Ch. 1104 (H.B. 3739), Sec. 2, eff. June 14, 2013.

COUNCIL INITIATED ITEMS

2(a). Review & discuss any provisions that conflict with state law or any of the Town's Ordinances

CURRENT

§ 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.

CRC RECOMMENDATION:

§ 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 hold no other public office except that of Notary Public or a member of the National Guard, military reserve or Coast Guard reserve, and **a newly elected Councilmember who is an employee of the town shall forfeit employment with the Town.**

4/28/16: Vote 5-0

§3.02.1 of the Town Charter may not be applied to prevent an employee from becoming a candidate for public office. As a result, the Council may wish to clarify §3.02.1 such that upon taking office, a newly elected Councilmember – who is an employee of the Town – shall forfeit employment with the Town.

COUNCIL INITIATED ITEMS

2(b). Review & discuss any provisions that conflict with state law or any of the Town's Ordinances

<u>CURRENT:</u>	<u>CRC RECOMMENDATION:</u>
§ 9.10. - 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...	§ 9.10. - 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 Clerks of Denton and Tarrant County, and the State Comptroller of Public Accounts at Austin....

6/30/16: Vote 5-0

There is currently not a legal requirement to submit a copy of the Town's budget to the state comptroller's office. This was confirmed with both the Town Attorney and a representative from the state comptroller's office. It is believed to simply be an old provision that was since rescinded.

Filing requirements for the budget are defined by Texas Local Government Code section 109.009(d) which stipulates that amendments be filed in the office of the county clerk of the county in which the municipality is located. For that reason "Tarrant County" was added to the text.

COUNCIL INITIATED ITEMS

3(a). Review & discuss any provisions that would improve efficiencies and/or result in a cost savings for the Town

<u>CURRENT:</u>	<u>CRC RECOMMENDATION:</u>
§ 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 to another department, and to re-estimate revenues and expenditures...	§ 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 department fund, and to re-estimate revenues and expenditures...

6/30/16: Vote 5-0

The change would eliminate budget amendments coming to Council for minor items if the Town Manager had the approval to transfer between departments instead of just at the division level (as presented by the Executive Director of Financial Services at the 6/9/16 CRC meeting)

COUNCIL INITIATED ITEMS

3(b). Review & discuss any provisions that would improve efficiencies and/or result in a cost savings for the Town

CURRENT:	CRC RECOMMENDATION:
§ 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: (w) To name and designate an Official Newspaper for the Town of Flower Mound, Texas and to cause only the caption of duly enacted ordinances to be published except as provided otherwise by law.	§ 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: (w) To name and designate an Official Newspaper for the Town of Flower Mound, Texas and to cause only the caption of duly enacted ordinances to be published except as provided otherwise by law.

6/30/16: Vote 5-0

Currently the Town Secretary's office submits the caption of enacted ordinances that contain a fine or penalty clause after every Council meeting to the Denton Record Chronical. By statute, given the Town is a Home Rule Municipality; there is not a legal requirement to publish these same captions in the newspaper of record.

Note, Section 4.03.1 (1) of the Town Charter requires the captions of enacted ordinances be recorded in the minutes. In addition, these same Ordinances are captured in their entirety on the Town's website via the electronic [MuniCode Book](#).

Removal of this text would not change the Town's responsibilities as it relates to other legally required publications.

Removing this text (requirement) would equate to an average savings of \$1,400 per year for the Town

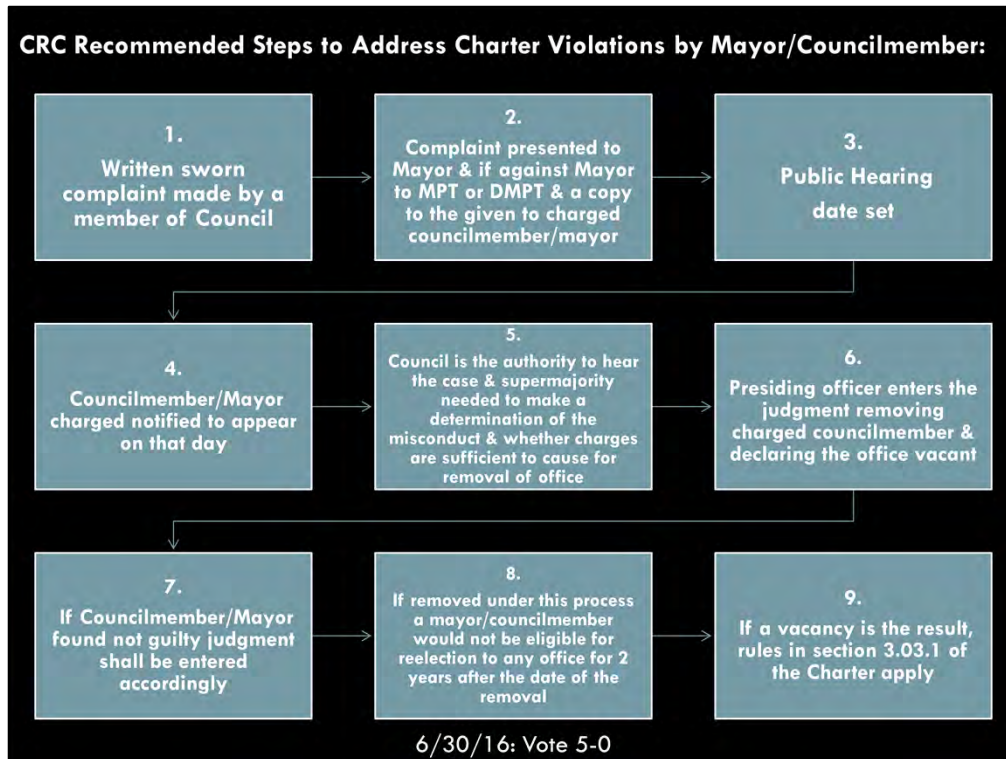
COUNCIL INITIATED ITEMS

4. Discuss options for processing charter violations

CRC RECOMMENDATION:

Recommend Council consider a Charter amendment to address Charter violations by the Mayor or a member of Council outlined as follows...





- 1) A written sworn complaint must be filed by a member of council and presented to the mayor; and if the complaint is made against the mayor, the complaint is presented to the Mayor Pro Tem or Deputy Mayor Pro Tem;
- 2) A copy of the complaint would be given to the charged councilmember/mayor;
- 3) A public hearing date would be set to hear the case & the mayor/councilmember charged would be notified to appear on that day;
- 4) A majority of the councilmembers is sufficient to hear the case; however an affirmative vote of at least three-fourths (supermajority) of all members of the Town Council would be required to find the charged councilmember/mayor guilty of the charges contained in the complaint and find that the charges are sufficient cause for removal from office;
- 5) The presiding officer of the Town Council shall enter a judgment removing charged councilmember and declaring the office vacant. If the councilmember is found not guilty, judgment shall be entered accordingly. Note, the Mayor Pro Tem or Deputy Mayor Pro Tem would serve as the presiding officer in the event the complaint is charged against the Mayor;
- 6) If removed under this process, a mayor/councilmember would not be eligible for reelection to any office for two years after the date of the removal;
- 7) In the event a vacancy occurs the rules in section 3.03.1 (Vacancies) of the Town Charter would apply.

There was in depth discussion by the Commission regarding each of the steps associated with the Carrollton model, which was modified as a result of discussions by the CRC. Much of the discussion and debate involved whether or not there should be a grace period for newly elected officials before a written complaint could be filed, public hearing versus public meeting, and potentially classifying the level of violation (minor vs. major).

There was a brief discussion about whether or not to introduce language relative to an independent investigation.

COUNCIL INITIATED ITEMS

5. Review & discuss provisions relating to term limits and consecutive terms for elected officials.

This item also included a discussion and vote on expanding the size of Council.

CRC RECOMMENDATION:

- a. Make no changes as it relates to either term limits or term lengths.
6/30/16: Vote 4:1
- b. Make no changes as it relates to expanding the size of Council.
6/30/16: Vote 5:0



There was discussion by the Commission regarding:

- A past CRC recommendation of three year terms
- Term lengths (i.e. three years) pros and cons
 - Comments summary:
 - 3 years get past the learning curve, offers a political break to make council more productive as they are not thinking about a reelection soon after that 1st yr.
 - Longer term beneficial to elected official
 - Residents decide term limits when they go to the polls
 - 3 years is a compromise considering some cities have 4 or more
 - 3 vs 2 year term could be a factor in getting people to come forward
 - Is 2 years an appropriate time to have influence in the community
 - There is a financial gain for the Town in not having an election one year
 - State law rules that apply to 3 yr terms (calling a special election)
- For the clock reset topic – there were concerns that a person would want to run for mayor solely for the purpose of extending their term (to 12 years) if there was a clock reset for that position
- Two year term limits pros and cons

COUNCIL INITIATED ITEMS

6. Review & discuss removal of the provisions relating to the Parks, Arts, and Library Services Board

CURRENT:

§ 8.04. - 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.

CRC RECOMMENDATION:

§ 8.04. - 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.

6/30/16: Vote 5:0

In 2014 there was Council action to shift the responsibilities of the arts and library services duties from the PALS Board to the Cultural Arts Commission (previously known as the Public Arts Committee). This change was primarily due to park items dominating the agenda because of the level of activity. There were typically minimal or no items on the agenda related to the art and library functions. This change allowed members of the PALS Board to shift to the CAC where their interests were more aligned, and also allowed library staff to utilize their time more efficiently. Currently there are two governing documents that have the arts and library functions defined (PALS Ordinance No. 106-07 and CAC Resolution No. 19-14). In order to change the PALS Ordinance to reflect what is actually happening now, there would need to be a name change and an update of the duties and responsibilities (parks functions only). Council has indicated a preference not to make any changes to the Ordinance given the current reference of the PALS Board in the Charter.

PUBLIC INITIATED ITEMS

CRC RECOMMENDATION:

7. Recommend Council consider a policy change to introduce an enhanced notification process as it relates to eminent domain that goes beyond the state law requirements for any impacted property owner(s).

6/30/16 Vote: 4:1



There was discussion by the Commission regarding:

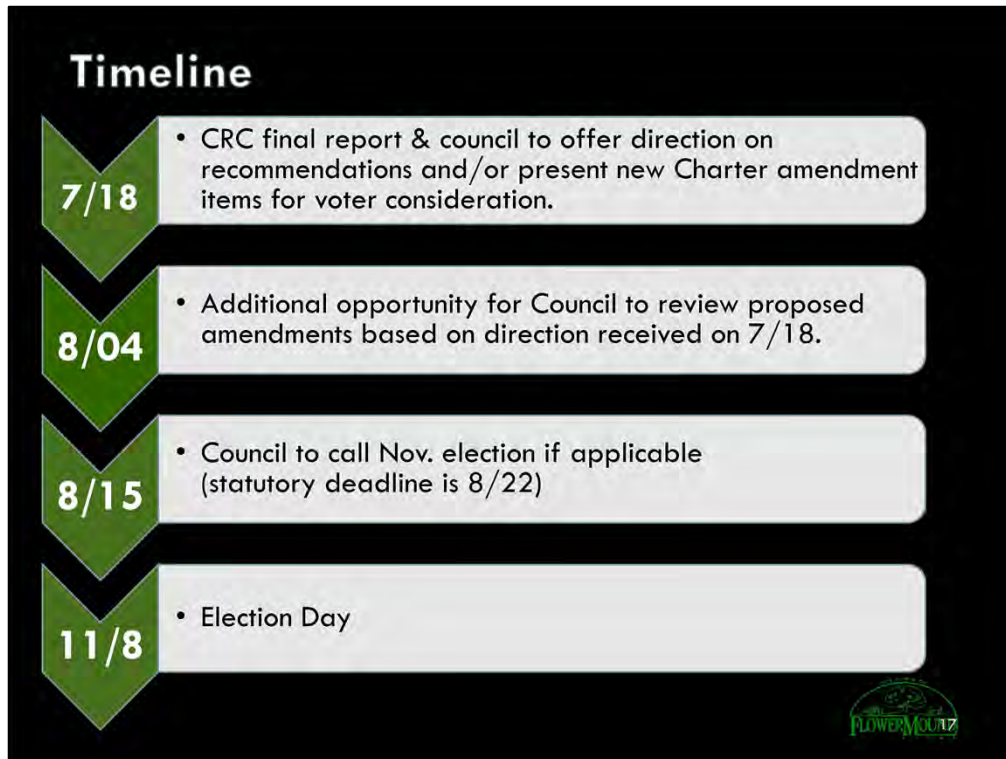
- State law relative to definitions and protection levels for property owners
- How the topic is heavily weighted on one issue
- Not necessarily a need to recommend a Charter amendment as the Charter already defines it must be for public use
- Interest in considering a policy change to provide an enhanced notification process to make sure the Town is going above and beyond the effort with the property owner being notified
- How the resident stated they were not aware of the condemnation proceedings until it was on the agenda

PUBLIC/CRC INITIATED ITEMS

The following topics were generated by either the CRC or public, and discussions or a vote by the CRC resulted in no proposed changes:

8. Single Member versus At-large Districts
9. Charter change to allow the mayor to vote
10. Charter item to put it to the voters whether taxpayer dollars should be used for charitable organizations
10. Consider an amendment to change the qualifications for Council -- same qualifications (other than agility) that is required of police and fire for screening, and that they have voted in every local Town election consistently for at least the past three years.

Two additional items were brought up by the public as it relates to qualifications and spending allocations; however, not included with this report because state law already addresses.





Town Council Future Agenda Items



SCHEDULED	8/11/2016	Work Session	Hold a discussion and provide direction regarding the FY 2016-2017 Proposed Budget, including Community Support funding.
	8/15/2016	Consent	Consider approval of the minutes from the strategic planning session of the Town Council held on July 22, 2016.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on August 4, 2016.
		Consent	Western O&M Facility (Temporary Fire Station No.6) Change Order No.1.
		Consent	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.
		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.
		Regular	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. (Planning & Zoning Commission recommended by a vote of to at its August 8, 2016, meeting.)
		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 No. 148 (PD-148) with Single-Family District-10 (SF-10) and Single-Family District-5 (SF-5) uses with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located south and west of the intersection of Rippy Road and Waketon Road. (Planning & Zoning Commission recommended by a vote of to at its August 8, 2016, meeting.)

SCHEDULED	8/15/2016	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. (Planning & Zoning Commission recommended by a vote of to at its August 8, 2016, meeting.)
		Regular	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. (Planning and Zoning Commission recommended by a vote of to at its August 8, 2016, meeting.)
		Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
		Regular	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.
		Regular	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.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
		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).
		Regular	Consider approval of Authorization for Grant Application for Canyon Falls Development with the Texas Parks and Wildlife Department
		Regular	Placeholder - Call Special Election for November (Charter Amendments) as applicable.
	9/6/2016	Consent	Consider approval of the minutes from a regular meeting of the Town Council held on August 11, 2016.

SCHEDULED	9/6/2016	Consent	Consider approval of the minutes from a work session of the Town Council held on August 15, 2016.
		Consent	Wastewater Treatment Plant Rehabilitation Phase IV - Solids Facility Improvements - Construction
		Consent	Forest Vista Reconstruction Change Order No. 2.
		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.
		Regular	Public Hearing to consider a tax rate of \$0.____ per \$100 assessed valuation.
	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
		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 Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017.
		Regular	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.

SCHEDULED	10/3/2016	Consent	Individual Park Improvements (Glenwick Park Bridge) Construction Award.
		Consent	2015 Street Reconstruction Construction Award.
		Consent	FM 1171 at FM 2499 Westbound Right Turn Lane Design Award.
		Consent	Firewheel Drive Reconstruction Design Award.
		Consent	Rippy Road Water Line Design Award.
		Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Construction.
	10/17/2016	Consent	Inflow/Infiltration Evaluation and Repair (2016 Manhole Rehabilitation) Testing Award.
		Consent	2015 Street Reconstruction Testing Award.
	11/7/2016	Consent	FM 2499 / Gerault Drainage and Intersection Construction Award.
		Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Regular	Public Hearing to consider approval of an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0002 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-22, entitled "Protected tree lists," Section 94-23, entitled "Tree survey; development projects," Section 94-32, entitled "Trees located in buildable area," Section 94-39, entitled "Mitigation requirements for authorized tree removal," Section 94-40, entitled "Incentives for preservation of protected, specimen, and historic trees," Section 94-51, entitled "Enumeration," Section 94-65, entitled "Residential lots," Section 94-66, entitled "Approved tree planting lists," Section 94-81, entitled "Exceptions," and deleting Section 94-67, entitled "Landscape credit for large trees," and to consider adopting an ordinance providing for said ordinance. (The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its May 23, 2016, meeting.)
		Regular	PLACEHOLDER Consider approval of Exotic Animal Ordinance