

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

9/5/2017

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

6:00 P.M.

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

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

A. **CALL MEETING TO ORDER**

B. **INVOCATION**

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

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

D. **PRESENTATIONS**

1. Community volunteers to conduct a drawing and announce the raffle winners of a Harley Davidson motorcycle and Ford Mustang in coordination with the 'Rebuild Fruitvale Project'.

E. **PUBLIC PARTICIPATION**

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

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

F. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

G. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Town's response efforts related to Hurricane Harvey

**Town Council Meeting Agenda
September 5, 2017
Page 2**

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is a scheduled for Monday, September 18, 2017.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 8/17-** Consider approval of the minutes from a work session of the Town Council held on August 17, 2017.
2. **Minutes 8/21-** Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 21, 2017.
3. **Cancel 1/1/18 meeting-** Consider approval of canceling the January 1, 2018, regular meeting of the Town Council.
4. **Reschedule 1/15/18 meeting-** Consider approval of rescheduling the January 15, 2018, regular meeting of the Town Council to Thursday, January 18, 2018.
5. **Cancel 7/2/18 meeting-** Consider approval of canceling the July 2, 2018, regular meeting of the Town Council.
6. **Reschedule 9/3/18 meeting-** Consider approval of rescheduling the September 3, 2018, regular meeting of the Town Council to Tuesday, September 4, 2018.
7. **Ticket writer amendment-** Consider approval of an amendment with Tyler Technologies correcting payment terms and quoted hardware for their e-Citation/Accident Reporting Data Capture System with the Town of Flower Mound Police Department, and authorization for the Mayor to execute same on behalf of the town.
8. **Woodbine Street Testing Award-** Consider approval of the Professional Services Agreement with Professional Service industries, Inc., for the materials testing associated with the Woodbine Street Reconstruction project, in the amount of \$26,391.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

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

Town Council Meeting Agenda**September 5, 2017****Page 3**

10. **Site Plan- Hefner-Garden Ridge-** Consider a request for a Site Plan (SP17-0002 – Hefner-Garden Ridge) to develop a warehouse, with an exception to Section 98-147, “Topographical Slope Protection,” of the Code of Ordinances. The property is generally located south of Spinks Road and east of Garden Ridge Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 28, 2017, meeting.)
11. **Hefner Garden Ridge TRP-** Public Hearing to consider an application for a tree removal permit for three (3) specimen trees on property proposed for development as Hefner Garden Ridge. The property is generally located south of Spinks Road and east of Garden Ridge Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 1, 2017 meeting).
12. **Public Hearing-MPA-CTCDD amendment-** Public Hearing to consider a request for a Master Plan Amendment (MPA17-0007 – CTCDD Amendment) to amend Section 1.0, Land Use Plan, Section 2.0, Area Plans, and Section 9.0, Wastewater Plan, of the Master Plan to change the current land use designation from Cross Timbers Conservation Development District to Estate Residential and Institutional uses, and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its August 28, 2017, meeting.)
13. **Denco Area 9-1-1 resolution-** Consider approval of a resolution casting the Town of Flower Mound’s vote for 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, 2017.

L. BOARDS/COMMISSIONS

Applicant ‘Meet & Greet’ dates are set for Thursday, Sept. 21st, and Tuesday, Sept. 26th at 6pm; with a tentative interview date of Sept. 28th if needed.

M. CLOSED MEETING

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

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

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

N. RECONVENE TO REGULAR MEETING

**Town Council Meeting Agenda
September 5, 2017
Page 4**

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 also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: August 31, 2017, at 1:00 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: September 5, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a Town Council work session held on August 17, 2017.

BACKGROUND INFORMATION: The Town Council held a work session held on August 17, 2017.

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

DRAFT MOTION: Move to approve the minutes from a Town Council work session held on August 17, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 17, 2017**PAGE 515**

THE FLOWER MOUND TOWN COUNCIL WORK SESSION HELD ON THE 17th DAY OF AUGUST, 2017, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

Meeting Video Link: <http://flowermoundtx.swagit.com/play/08172017-863> (subject to change)

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

Don McDaniel	Mayor Pro Tem
Kevin Bryant	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Claudio Forest	Councilmember Place 5

With the following members absent:

Tom Hayden	Mayor
Bryan Webb	Councilmember Place 2

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

Anne Carnes	Administrative Assistant, Legislative Services
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Ken Parr	Executive Director of Public Works
Kay Wilkinson	Budget and Grants Manager

A. CALL WORK SESSION TO ORDER

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

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

Councilmember Jason Webb gave the invocation and led the pledges.

D. WORK SESSION ITEM

- 1 Hold a discussion and provide direction regarding the FY 2017-2018 Proposed Budget, including Community Support funding.

Staff Presentation

For the community support funding portion of the budget Ms. Wilkinson indicated that typically the presentations are reserved for new applicants so that Council can learn more about what they do; however, since there were no new applicants, and based on Council's feedback in the past, staff opted to have the top funded organizations come forward, which includes: PediPlace, Children's Advocacy Center, and Youth and Family Counseling.

Representatives from each of these organizations gave a presentation describing their services and associated funding needs.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 17, 2017

PAGE 516

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

- Financial Goals Update
- 2017 Debt Service and Tax Rates
- How Flower Mound Compares (benchmark cities) – 2016 Tax Rate; Proposed 2017 Tax Rate; 2017 Population
- Strategic Goals
- Compensation/Benefits
- Changes Since Proposed Budget
- General Fund

General Fund				
	FY 16-17 Estimates	FY 17-18 Proposed	FY 18-19 Projected	FY 19-20 Projected
Beginning Unassigned Fund Balance	\$ 15,156,366	\$ 13,666,373	\$ 13,507,833	\$ 14,631,572
Revenues (Ex P-Tax)	26,492,384	29,311,948	30,043,074	30,675,197
Property Tax	29,577,226	32,349,704	33,320,186	34,319,801
Total Revenues	58,069,610	61,661,652	63,363,269	64,995,998
Expenditures				
Salaries & Benefits	40,320,973	40,334,018	43,561,428	44,868,271
Other Expenditures	19,218,620	17,406,631	18,578,102	19,238,445
Street Maintenance	-	-	100,000	100,000
Non-Discretionary Packages	-	591,755	-	-
Decision Packages	-	3,507,788	-	-
Total Expenditures	59,539,593	61,840,192	62,239,530	64,206,716
Ending Fund Balance	\$ 13,666,373	\$ 13,507,833	\$ 14,631,572	\$ 15,420,854
Fund Reserve Level	22.99%	21.84%	23.51%	24.02%
Decision Packages: \$3,507,788				
• \$1,373,529 of this total is one-time cost (39.2%)				
• Refer to page 10 in Proposed Budget				

- Utility Fund:

Utility Fund			
	Actual 09/30/16	Estimated 09/30/17	Proposed 09/30/18
Beginning Working Capital	\$ 9,154,778	\$ 9,523,053	\$ 9,248,627
Revenues	39,716,164	41,615,273	43,601,978
Expenditures	39,347,889	41,889,699	43,366,769
Ending Working Capital	<u>\$ 9,523,053</u>	<u>\$ 9,248,627</u>	<u>\$ 9,483,836</u>
% of Total Expenditures	24.20%	22.08%	21.87%
Per financial policies, revenues collected in excess of a 90-day level (25%) will be used for capital expenditures in lieu of issuing debt.			
Decision Packages: \$291,801			
• \$88,458 of this total is one-time cost (30.3%)			
• Refer to page 11 in Proposed Budget			

- Water/Wastewater Rates:

Water/Wastewater Rates				
	<u>Current FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
Water				
Minimum Bill*	\$ 32.82	\$ 33.80	\$ 34.82	\$ 34.82
2,001-10,000	\$ 3.75	\$ 3.86	\$ 3.98	\$ 4.06
10,001-15,000	\$ 4.93	\$ 5.13	\$ 5.33	\$ 5.49
15,001-50,000	\$ 5.61	\$ 5.83	\$ 6.07	\$ 6.25
over 50,000	\$ 6.29	\$ 6.54	\$ 6.80	\$ 7.01
Wastewater				
Minimum Bill	\$ 19.44	\$ 19.44	\$ 20.02	\$ 20.02
2,000-10,000	\$ 3.95	\$ 3.95	\$ 4.07	\$ 4.07
* For residential 3/4 inch meter. All other minimum bills will increase in same proportion.				
	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
Average Bill				
Water: 15,000 gallons	\$ 87.47	\$ 90.33	\$ 93.31	\$ 94.75
Wastewater: 8,000 gallons	43.14	43.14	44.44	44.44
	\$ 130.61	\$ 133.47	\$ 137.75	\$ 139.19

- Stormwater Utility Fund:

Stormwater Utility Fund			
	<u>Actual 09/30/16</u>	<u>Estimated 09/30/17</u>	<u>Proposed 09/30/18</u>
Beginning Working Capital	\$ 226,730	\$ 368,966	\$ 456,990
Revenues	1,563,380	1,562,285	1,603,627
Expenditures	1,421,144	1,474,261	1,598,689
Ending Working Capital	\$ 368,966	\$ 456,990	\$ 461,928
% of Total Expenditures	25.96%	31.00%	28.89%
Per financial policies, revenues collected in excess of a 60-day level (16.7%) will be used for capital expenditures in lieu of issuing debt			
Decision Packages: \$19,270			
• Compensation Package			
• Refer to page 11 in Proposed Budget			

- Stormwater Utility System Rate
- SWUS Rates for 2017 – 2018
- Special Revenue Funds
- Crime Control & Prevention District Budget

Crime Control & Prevention District Budget			
	Actual 09/30/16	Estimated 09/30/17	Proposed 09/30/18
Beginning Fund Balance	\$ 1,376,713	\$ 455,265	\$ 827,644
Revenues	2,634,121	2,923,000	3,039,880
Expenditures	3,555,569	2,550,621	3,189,835
Ending Fund Balance	<u>\$ 455,265</u>	<u>\$ 827,644</u>	<u>\$ 677,689</u>
Decision Packages: \$560,788			
• \$304,045 of this total is one-time cost (54.2%)			
• Refer to page 11 in Proposed Budget			

- Fire Control, Prevention, & Emergency Medical Services

Fire Control, Prevention, & Emergency Medical Services District Budget			
	Actual 09/30/16	Estimated 09/30/17	Proposed 09/30/18
Beginning Fund Balance	\$ 990,443	\$ 171,573	\$ 487,509
Revenues	2,624,106	2,905,600	3,021,300
Expenditures	3,442,976	2,589,665	2,959,737
Ending Fund Balance	<u>\$ 171,573</u>	<u>\$ 487,509</u>	<u>\$ 549,072</u>
Decision Packages: \$376,375			
• \$217,500 of this total is one-time cost (57.8%)			
• Refer to page 11 in Proposed Budget			

- Capital Improvement Projects (CIP) and streets
- Signal Projects
- Street Reconstruction Projects
- Facilities Projects
- Parks Projects
- Water Projects
- Stormwater Projects
- Wastewater Projects
- Next Steps
- Community Support, including the Cultural Arts Commission recommendation as it relates to arts organizations

and she, Ms. Wallace or Mr. Stathatos responded to questions from Council as follows:

- Additional detail about the sick leave buyback program
- How does the water/wastewater scale change over the years and how does it compare to inflation
- Clarification regarding the phased locations for the Morriss Road street project
- For the Morriss Road project could the remaining advanced funding be used for panel replacement or does it have to be for new construction
- In what year is the funding for the Lakeside to 121 expansion project allocated

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 17, 2017**PAGE 519**

- Is the Morriss Road project to be voted on independently or as part of the entire budget
- Does Highland Village have any proportionate share on the signal project at FM 407/Browning intersection
- The option of having community support funding come forward as a line item in the budget for next fiscal year

There was Council discussion as follows:

- For the CIP and the Morriss Road project there needs to be additional time for Council discussion and to allow for citizen input; however, not to the extent of holding up the budget approval
- Appreciation for staff and the hard work in preparing and presenting the budget
- Clarification regarding the budget process and Council's involvement both during the meetings and behind the scenes
- For community support funding:
 - o How it is not government's place to decide how taxpayer money should be charitably given
 - o Suggestion that contributions be considered line items in the budget under the appropriate department so the beneficiary of these services (the people who can expertly qualify and quantify the return on the investment are making the decision on how much that investment should be) in the interest of making sure taxpayer dollars are being applied in the most efficient and effective way possible.
 - o How the total amount of the community support budget equates to \$3.24 per person in Flower Mound for these services, and a challenge for Flower Mound citizens pick one of the organizations and give them \$20 per person in your family. This would provide funding for their services instead of having to be dependent on government.

with Council consensus and direction in the areas of:

- Funding allocation changes for various community support organizations, which mostly entailed bringing the funding in line with last year's allocations
- Given these organizations provide a service to Flower Mound citizens that is currently not provided by the Town, for next year's community support funding, shift to a line item format where funding is allocated to community organizations on a department level within the budget.

E./F. CLOSED MEETING/RECONVENE WORK SESSION

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, 551.071 to discuss matters consultation with attorney, as follows:

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

Council did not convene into closed session. No action taken.

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.

G. ADJOURN WORK SESSION

Mayor Pro Tem McDaniel adjourned the work session at 7:24 p.m. on Thursday, August 17, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DON MCDANIEL, MAYOR PRO TEM

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: September 5, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 21, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting on August 21, 2017.

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

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 21, 2017.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 21, 2017**PAGE 521**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 21ST DAY OF AUGUST 2017, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

Meeting Video Link: <http://flowermoundtx.swagit.com/play/08212017-910> (subject to change)

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

Tom Hayden	Mayor (arrived at 6:03 p.m. and left at approximately 7:15 p.m.)
Kevin Bryant	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Bryan Webb	Councilmember Place 2
Claudio Forest	Councilmember Place 5

with the following member absent:

Don McDaniel	Mayor Pro Tem
--------------	---------------

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Tiffany Bruce	Engineering Manager
Kay Wilkinson	Budget and Grants Manager
Clayton Riggs	Floodplain Manager

A. CALL REGULAR MEETING TO ORDER

Deputy Mayor Pro Tem Bryant called the regular meeting to order at 6:00 p.m.

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

Chaplain Mike Liles gave the invocation and Deputy Mayor Pro Tem Bryant led the pledges.

D. PRESENTATIONS

1. Proclamation for National Senior Center Month

Mr. Chuck Jennings, Director of Parks and Recreation, and Jaime Cooper, Senior Programs Supervisor, accepted the proclamation.

E. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (as written on the form)
1.	Mary Kay Walker, 3229 Oak Meadow Dr	Seniors in Motion
2.	Cathereen King, 2519 Spring Meadow with the following individuals donating their time: • Name not indicated, 2608 Wisdom Creek Dr • Name not indicated, 3519 Spring Meadow • Name not indicated, 3420 Pheasant Ct	Tennis Center
3.	Adrian Watkins, 805 Surrey Ln	Item 9
4.	Albert Picardi, 1525 Lindby Dr	Hotels
5.	Tanner Wilson, 4925 Creekwood Dr	2026 FIFA World Cup Update
6.	Melissa Schilling, 3708 Dressage Lane	Youth and Family (Council support)

F. ANNOUNCEMENTS

Deputy Mayor Pro Tem Bryant had the following announcements:

- September is National Suicide Prevention Month and he announced that the Military Peer Network is offering a free suicide awareness and prevention event on August 25th at the Gateway Center at UNT
- Attendance at the eclipse sighting on the Mound
- At Mayor Pro Tem McDaniel's request, he announced that he is not at the meeting because he is moving his daughter in to college

Councilmember Jason Webb announced that school is soon to be back in session and encouraged everyone to exercise caution particularly when driving in school zones to protect our children.

Councilmember Forest announced the Steaks and Stetson event will take place on September 9th at 6pm benefitting Special Olympics.

Mayor Hayden offered his comments relative to the demonstrations in Charlottesville.

G. TOWN MANAGER'S REPORT

Mr. Stathatos announced that Town Secretary Theresa Scott recently earned her Master Municipal Clerk (MMC) designation from the International Institute of Municipal Clerks.

Mr. Stathatos gave an update on the following projects:

1. Capital improvement projects:
 - Rheudasil, Wilkerson, and Cortadera pond dredging
2. Economic Development projects:
 - Mi Dia grand opening
 - Target remodeling
 - Tsunami Sushi and Grill (just north of Texas Roadhouse on FM 2499)

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 21, 2017**PAGE 523**

- Home Taste Asian restaurant (in the same shopping center as Fish City)
- Flour Shop Bakery (currently in Highland Village and moving to Highlands Ranch)

3. Senior housing:

- History and update regarding senior housing projects

and he responded to questions from Council as follows:

- How many applications have been submitted to date
- Has there been any other pre-application meetings with potential applicants
- Has the previous applicant (Mo Mohanna) contacted staff

There was Council discussion regarding:

- If there are policy decisions that need to be made staff was directed to bring that discussion forward for Council consideration in the interest of getting those projects moving forward.

H. FUTURE AGENDA ITEMS

1. Councilmember Bryan Webb announced an opportunity to beautify green utility boxes with art based on what he witnessed in Southlake, and indicated interest in exploring doing similar in Flower Mound. He suggested that perhaps staff could work with the Cultural Arts Commission and come up with a program and a methodology for approval.

I. COORDINATION OF CALENDARS

1. Mayor Hayden announced that the next Town Council regular meeting is a scheduled for Tuesday, September 5, 2017.

J. CONSENT ITEMS

1. Consider approval of the mintues from the strategic planning session held on August, 4, 2017.

RECOMMENDATION: Move to approve the mintues from the strategic planning session held on August, 4, 2017.

2. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 7, 2017.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on August 7, 2017.

3. Consider adoption of the Town Council 2017 Strategic Planning Session Summary Report.

RECOMMENDATION: Move to adopt the Town Council 2017 Strategic Planning Session Summary Report.

4. This item was pulled from consent and moved to regular items.

5. Consider approval of a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 5, Leave effective immediately.

RECOMMENDATION: Move to approve a revision to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 5, Leave effective immediately.

6. Consider approval of a Service Agreement for Demand Response Transit Service with Special Programs for Aging Needs, Inc., in an amount not-to-exceed \$46,725.12, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve a Service Agreement for Demand Response Transit Service with Special Programs for Aging Needs, Inc., in an amount not-to-exceed \$46,725.12, 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.

7. Consider approval of an agreement with LexisNexis for the Desk Officer Reporting System in the amount of \$24,750.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve an agreement with LexisNexis for the Desk Officer Reporting System in the amount of \$24,750.00; and authorization for the Mayor to execute same on behalf of the Town.

8. Consider approval of Change Order No. 2 and final acceptance of the Pintail Pump Station Capacity Improvements project, amending the contract with Felix Construction Company, Corp., for an increase to the contract in the amount of \$5,995.10, and authorization of final payment to Felix Construction Company, Corp., in the amount of \$58,824.72; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve Change Order No. 2 and final acceptance of the Pintail Pump Station Capacity Improvements project, amending the contract with Felix Construction Company, Corp., for an increase to the contract in the amount of \$5,995.10, and authorization of final payment to Felix Construction Company, Corp., in the amount of \$58,824.72; and authorization for the Mayor to execute same on behalf of the Town.

9. Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on Surrey Lane between Solano Drive and Lakeside Parkway to 25 mph (The Transportation Commission recommended approval of the exception request for Surrey Lane by a vote of 7 to 0 at its July 11, 2017, meeting.)

RECOMMENDATION: Move to approve an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on Surrey Lane between Solano Drive and Lakeside Parkway to 25 mph (The Transportation Commission recommended approval of the exception request for Surrey Lane by a vote of 7 to 0 at its July 11, 2017, meeting.)

ORDINANCE NO. 29-17

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

10. Consider approval of purchase and sale agreement with Big Woods on the Trinity Mitigation Bank for the Rheudasil, Wilkerson & Cortadera Parks - Pond Dredging and Bank Stabilization project, for \$18,500.00; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve the purchase and sale agreement with Big Woods on the Trinity Mitigation Bank for the Rheudasil, Wilkerson & Cortadera Parks - Pond Dredging and Bank Stabilization project, for \$18,500.00; and authorization for the Mayor to execute same on behalf of the Town.

11. Consider approval of Change Order No. 2 and final acceptance for the Twin Coves Park Improvements project, through the Construction Manager at Risk (CMR) Agreement with Dean Electric, Inc., dba, Dean Construction, in the amount of not to exceed \$37,464.00 and final payment of \$224,302.49, for a total CMR contract value of \$3,357,193.95; and authorization for the Mayor to execute same on behalf of the Town.

RECOMMENDATION: Move to approve Change Order No. 2 and final acceptance for the Twin Coves Park Improvements project, through the Construction Manager at Risk (CMR) Agreement with Dean Electric, Inc., dba, Dean Construction, in the amount of not to exceed \$37,464.00 and final payment of \$224,302.49, for a total CMR contract value of \$3,357,193.95; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Jason Webb moved to approve by consent Items 1 – 3; 5 – 11. Councilmember Forest seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: FOREST, J. WEBB, BRYANT, B WEBB****NAYS: NONE****ABSENT: MCDANIEL****K. REGULAR ITEMS**

4. Consider an ordinance amending the Town's Code of Ordinances by adding a new Division regulating wireless network facilities within the public right-of-way.

Deputy Mayor Pro Tem Bryant indicated he wanted to pull this off of consent to point out that Council has been diligent in getting something done because of the issue with spotty coverage in some parts of Town. He pointed out how actions of recent Texas legislation impacted that progress.

Mr. Dalton and Mr. Meredith provided comments relative to the work that has been done in laying the foundation for permitting through the Town's right of way, as well as the associated impact.

Deputy Mayor Pro Tem Bryant moved to approve an ordinance amending the Town's Code of Ordinances by adding a new Division regulating wireless network facilities within the public right-of-way. Councilmember Bryan Webb seconded the motion.

ORDINANCE NO. 28-17

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE XII, "RIGHTS-OF-WAY CONSTRUCTION," OF CHAPTER 14 OF THE TOWN'S CODE OF ORDINANCES BY ADDING A NEW DIVISION REGULATING THE PHYSICAL USE, OCCUPANCY AND MAINTENANCE OF PUBLIC RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS; ADOPTING AND REQUIRING COMPLIANCE WITH THE "TOWN OF FLOWER MOUND SMALL WIRELESS FACILITY DESIGN MANUAL" FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES PURSUANT TO CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; REQUIRING A LICENSE AGREEMENT GOVERNING A NETWORK PROVIDER'S USE OF THE PUBLIC RIGHTS-OF-WAY FOR ANY PURPOSE AUTHORIZED BY CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

12. Public Hearing to consider a request for rezoning (ZPD17-0008 – Southgate-Northeast Tract) to amend Planned Development District No. 134 (PD-134) by modifying the development standard related to minimum side setbacks applicable only to detached residential structures within the SG-R1 subzone on the Northeast Tract, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Gerault Road and north of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 14, 2017, meeting.)

Staff Presentation

Mr. Powell gave a presentation identifying or noting:

- Site location
- Land use and zoning
- Regulating plan
- Southgate concept plan
- Photos of the site
- Development plan, noting the applicant's request is for a change to a zero lot line for one side of the development and he presented a setback exhibit to illustrate what the change does

and he responded to the following questions from Council:

- Under the existing zoning would there be a fence between the properties on that four foot and one foot line
- How are the drip lines managed
- How will drainage be affected
- Which lots will the change be applied to
- Will there be a change to the five feet between the houses
- Is there a certain amount of commercial that needs to come forward prior to residential per the agreement
- Clarification that currently there is 5 feet between every house and that this change keeps that 5 feet between every house
- Who is required to mow that one foot of grass

There was Council discussion as follows:

- How the development plan is not as anticipated when it was originally approved and various members of Council expressed their disappointment
- The original idea was to have a much better mix of housing product with commercial and what we have today is a mix of housing that isn't a mix, and there is no commercial
- In addition, it was noted that there was the belief that the project would complement what is being done in the Lakeside District and it does not

Applicant Presentation

The applicant did not have a presentation, however, was available for questions.

Mayor Hayden opened the Public Hearing at 6:55 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 6:55 p.m.

Councilmember Bryan Webb moved to approve a request for rezoning (ZPD17-0008 – Southgate-Northeast Tract) to amend Planned Development District No. 134 (PD-134) by modifying the development standard related to minimum side setbacks applicable only to detached residential structures within the SG-R1 subzone on the Northeast Tract, and to adopt an ordinance providing for said amendment. The property is generally located east of Gerault Road and north of Long Prairie Road. Councilmember Forest seconded the motion.

ORDINANCE NO. 30-17

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 25-15, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 134 (PD-134), THROUGH THE AMENDMENT OF EXHIBIT “B,” ENTITLED “DEVELOPMENT STANDARDS,” BY AMENDING THE STANDARD FOR MINIMUM SIDE SETBACKS APPLICABLE ONLY TO SINGLE FAMILY DETACHED RESIDENTIAL WITHIN THE SG-R1 SUBZONE LOCATED ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 17.101 ACRES OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NUMBER 692, AND THE J. TURNER SURVEY, ABSTRACT NUMBER 1251, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

ABSENT: MCDANIEL

Mayor Hayden opened all budget items (13, 14, 15, and 16) at the same time.

13. Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
14. 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, 2017, and ending on September 30, 2018.
15. 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, 2017, and ending on September 30, 2018.
16. Public Hearing to consider a tax rate of \$0.4390 per \$100 assessed valuation.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 21, 2017**PAGE 529**

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

- 2017 Debt service and tax rates
- Required budget and tax rate adoption language
- How Flower Mound Compares with benchmark cities – 2016 tax rate, proposed 2017 tax rate, 2017 population
- Changes since the proposed changes were first introduced, which includes projects as a result of the Council work session
- General Fund
- Utility Fund
- Water/Wastewater rates
- Stormwater utility fund
- Stormwater utility system rate
- SWUS Rates for 2017-2018
- Special revenue funds
- Capital Improvement Projects Summary
- Morriss capacity, paving panel and waterline replacement project (phases 1 - 4)
- Crime and Fire District budget summary
- Next steps

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

- Clarification regarding rollback versus effective tax rate
- How steady has the Flower Mound tax rate been historically
- What is the driver behind the rate increase for water
- Clarification regarding compensation and benefits

There was Council discussion regarding:

- Rollback versus effective rate
- The impact of the Texas legislative session relative to the tax rate
- How the Morriss improvements are included in the budget, with project items to be heard at a later day
- How an inquiry was made relative to the impact associated with calculations for the 57th percentile and the merit budgets, and depending on that information there may be a need for additional discussion at the next Council meeting.

Deputy Mayor Pro Tem Bryant opened the public hearing for items 13, 14, 15, and 16 at 7:23 p.m.

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

Question(s)/Comments Only
<u>Paul Stone, 4100 Broadway</u> Provided background information on Kirkpatrick Ln, Phase III, and expressed disappointment that this project is slated for 30 years out in the CIP

<u>Brit Stock, 3101 Acton</u> Spoke about the budget process in general and offered clarification regarding various posts that have been made on social media relative to the Town's strong financial standings
<u>Mary Kay Walker, 3229 Oak Meadow Dr</u> Spoke about the importance of funding for Youth and Family Counseling in the budget
<u>Patsy Mizeur, 1821 Castle Court</u> Expressed appreciation for town staff and the council for putting the budget together, and more specifically for Morriss Rd
<u>Jim Engel, 5110 Bayberry St</u> Inquired about the total budget value for proposed FY17-18 and what it was 5 or 6 years ago

Deputy Mayor Pro Tem Bryant closed the Public Hearing at 7:34 p.m.

At 7:36 p.m. Deputy Mayor Pro Tem Bryant made the following required announcement:

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 18, 2017, at 6:00 p.m., at a regular Town Council meeting, to be held in the Town of Flower Mound Council Chambers, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028."

17. Consider approval to award Bid No. 2017-88 to Tiseo Paving Company for the Woodbine Street Reconstruction project, in the amount of \$1,937,088.50; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Mr. Riggs gave a presentation identifying or noting:

- Location
- Overview and background information
- Bid process
- Public meeting
- Scope of work
- Photos of the current condition

And he responded to questions from Council as follows:

- Is there any explanation as to why the Town only received one quote
- Driveway standards
- Were there any concerns from the residents during the public meetings

Councilmember Jason Webb moved to award Bid No. 2017-88 to Tiseo Paving Company for the Woodbine Street Reconstruction project, in the amount of \$1,937,088.50; and authorize the Mayor to execute same on behalf of the Town. Councilmember Forest seconded the motion.

FLOWER MOUND TOWN COUNCIL MEETING OF AUGUST 21, 2017

PAGE 531

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

ABSENT: MCDANIEL

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 7:43 p.m. on August 21, 2017, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, and reconvened into an open meeting at 8:00 p.m. on August 21, 2017, to take action on the items as follows:

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

No action taken.

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

No action taken.

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

No action taken.

O. ADJOURN REGULAR MEETING

Deputy Mayor Pro Tem Bryant adjourned the meeting at 8:00 p.m. on Monday, August 21, 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: September 5, 2017
FROM: Theresa Scott, Town Secretary
ITEM: Consider approval of canceling the January 1, 2018, 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 1, 2018, 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):

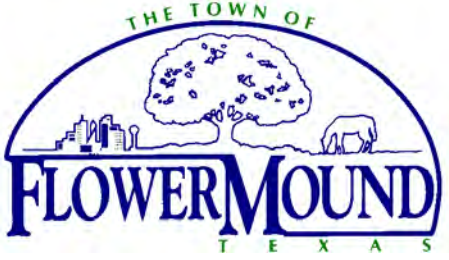
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft cancelation notice

DRAFT MOTION: Move to approve canceling the January 1, 2018, 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 1, 2018, 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 DECEMBER, 2017, AT ____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: September 5, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of rescheduling the January 15, 2018, regular meeting of the Town Council to Thursday, January 18, 2018.

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Staff recommends rescheduling the January 15, 2018, meeting due to the observance of Martin Luther King, Jr. Day to the regular work session date of Thursday, January 18th 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):

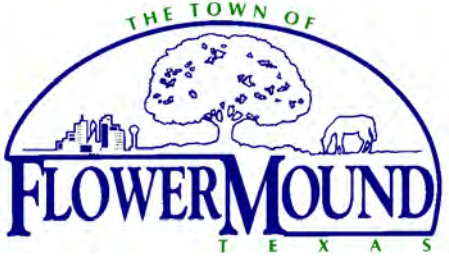
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft reschedule notice

DRAFT MOTION: Move to approve rescheduling of the January 15, 2018, regular meeting of the Town Council to January 18, 2018.



**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 15, 2018, HAS BEEN RESCHEDULED TO TUESDAY, JANUARY 18, 2018.

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 _____, 2017, AT ____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: September 5, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of canceling the July 2, 2018, regular meeting of the Town Council.

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Due to the Independence Day holiday, staff is proposing that the July 2, 2018, meeting be canceled.

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

DRAFT MOTION: Move to approve canceling the July 2, 2018, regular meeting of the Town Council.



**NOTICE OF MEETING CANCELATION
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, JULY 2, 2018, HAS BEEN CANCELED.

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING CANCELATION 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 ____, 2018, AT ____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: September 5, 2017
FROM: Theresa Scott, Town Secretary
ITEM: Consider approval of rescheduling the September 3, 2018, regular meeting of the Town Council to Tuesday, September 4, 2018.

BACKGROUND INFORMATION: The Town Council meets regularly on the first and third Mondays of each month. Due to the Labor Day holiday, staff is proposing that the September 3, 2018, meeting be rescheduled to Tuesday, September 4, 2018.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):

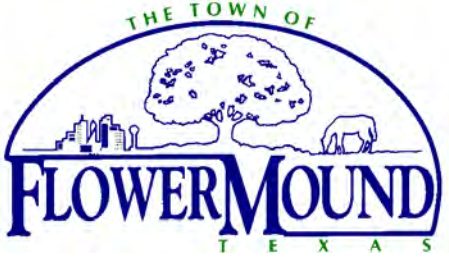
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft reschedule notice

DRAFT MOTION: Move to approve rescheduling the September 3, 2018, regular meeting of the Town Council to Tuesday, September 4, 2018.



**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, SEPTEMBER 3, 2018, HAS BEEN RESCHEDULED TO TUESDAY, SEPTEMBER 4, 2018.

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 AUGUST, 2018, AT _____ A.M./P.M.

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: September 5, 2017

FROM: Andy Kancel, Chief of Police

ITEM: Consider approval of an amendment with Tyler Technologies correcting payment terms and quoted hardware for their e-Citation/Accident Reporting Data Capture System with the Town of Flower Mound; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town of Flower Mound currently has an agreement in place with Tyler Technologies, formerly known as Brazos Technology, for their eCitation/Accident Reporting Data Capture System that is now in use by the Police Department. This agreement was approved by the Town Council on January 17, 2017, and executed thereafter. During the implementation phase of this system a correction in the quoted hardware was requested by the Police Department due to an unintentional error by our Tyler Technologies sales representative in the original quote, this resulted in a reduction of \$3,455 from the original quote. Our sales representative also noticed the omission of payment terms in the original agreement that required further clarification. Tyler Technologies provided a revised quote and an amendment clarifying the payment terms.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$75,969.00

Proposed Expenditure:	Account Number(s):
\$64,844.00	318-560-43500-6120
\$11,125.00	391-650-56000-6120

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

LEGAL REVIEW: Stacie White of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the amendment as to form and legality.

ATTACHMENTS:

1. Tyler Technologies Amendment and Exhibit A (revised quote from Tyler Technologies' e-Citation/Accident Reporting Data Capture System)

DRAFT MOTION: Move to approve the amendment with Tyler Technologies correcting payment terms and quoted hardware for their e-Citation/Accident Reporting Data Capture System with the Town of Flower Mound; and authorize the Mayor to execute same on behalf of the Town.



This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5101 Tennyson Parkway, Plano, TX 75024, and the Town of Flower Mound ("Client") with offices at 4150 Kirkpatrick Lane, Flower Mound, TX 75028.

WHEREAS, Tyler and Client are parties to an agreement effective January 17, 2017 ("Agreement"), under which Client acquired various items of hardware ("Hardware") and licenses to the software described therein ("Tyler Software") as well as related professional services, and maintenance and support; and

WHEREAS, Client desires to amend the Agreement to adjust various items of Hardware acquired, to add a new type of Hardware, to revise the payment terms relating to the Tyler Software and to remove an interface.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree to amend the Agreement as follows:

1. That the payment of License Fees shall be due upon the delivery of the Tyler Software.
2. That the original Investment Summary under the Agreement is deleted in its entirety and replaced with the revised Investment Summary, attached hereto as Amendment Exhibit A.

All terms and conditions of the Agreement not herein amended remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

Town of Flower Mound

By: _____

By: _____

Name: _____

Name: Thomas E. Hayden

Title: _____

Title: Mayor

Date: _____

Date: _____

Amendment Exhibit A

Quoted By: Kimberly Gerner
 Quote Expiration: 8/29/2017
 Quote Name: Flower Mound-Change Order for Contract Amendment- BZ
 Quote Number: QUO-08556-W7B5X1
 Quote Description: NJPA Contract 110515-TTI: REVISION to Original Quote: Change Order Quote for Contract Amendment

NOTE: See Comments Section Below

Sales Quotation For
 Flower Mound Police Department

Shipping Address
 4150 Kirkpatrick Ln

Flower Mound, TX 75028-1400

Billing Address
 4150 Kirkpatrick Ln

Flower Mound, TX 75028-1400

Software

Description	Quantity	License	Software Total	Annual Maintenance
SERVICE: Language Translation	1.0	\$500.00	\$500.00	\$0.00
INTERFACE: CMS - UDS	1.0	\$1,500.00	\$1,500.00	\$1,000.00
INTERFACE: RMS - ICS	1.0	\$1,500.00	\$1,500.00	\$1,000.00
LIC: Crash Report Software (w/Drawing Tool)	12.0	\$250.00	\$3,000.00	\$3,000.00
LIC: Real Time Query - Message Switch - MDC, TABLET or PDA	12.0	\$250.00	\$3,000.00	\$3,000.00
LIC: REF License - PDA	12.0	\$765.00	\$9,180.00	\$3,000.00
TASK: Driver Exchange Module	1.0	\$0.00	\$0.00	\$0.00
TASK: Tow Report (standard)	1.0	\$0.00	\$0.00	\$0.00
Total:			\$18,680.00	\$11,000.00

Professional Services

Description	Quantity	Cost	Services Total	Annual Services
SERVICE: Set Up & Configuration	1.0	\$9,000.00	\$9,000.00	
Training: Standard Train-The-Trainer	1.0	\$3,500.00	\$3,500.00	
Real Time Query - Message Switch - Setup & Configuration	1.0	\$5,000.00	\$5,000.00	
Training: Crash Reporting (Train the Trainer)	1.0	\$1,500.00	\$1,500.00	
MOD: Crash Report - set up and config	1.0	\$2,500.00	\$2,500.00	
Total:			\$21,500.00	\$0.00

Third-party Hardware and Software

Part Number	Description	Quantity	Price	Third-party Total
P1031365-059	Zebra, Acc-Printer, ZQ520, Battery	12.0	\$70.00	\$840.00
LD-R4KN5B	Zebra, Acc-Printer, ZQ520/RW420, Paper, 36 rolls per case	4.0	\$95.00	\$380.00
AC18177-5	Zebra, Acc-Printer, ZQ500/RW QUAD Battery Charger	3.0	\$345.00	\$1,035.00
ZQ52-AUE0000-00	Zebra, Printer, ZQ520	12.0	\$660.00	\$7,920.00
23844-00-00R	Zebra EVM, Acc-HH, TC7X, MC67, US AC Line Cord (23844-00-00R)	6.0	\$10.00	\$60.00
SG-TC7X-STYLUS-03	Zebra EVM, Acc-HH, TC70, Stylus-tethered (3 pack)	12.0	\$30.00	\$360.00
PWR-BGA12V50W0WW	Zebra EVM, Acc-HH, TC7X, Power Supply for Battery Charger (PWR-BGA12V50W0WW)	3.0	\$45.00	\$135.00
BTRY-TC7X-46MAH-01	Zebra EVM, Acc-HH, TC7X Battery	12.0	\$60.00	\$720.00
PWR-BGA12V108W0WW	Zebra EVM, Acc-HH, TC7X, Power Supply, Multi-Slot CRD (PWR-BGA12V108W0WW)	3.0	\$75.00	\$225.00
SAC-TC7X-4BTYP-01	Zebra EVM, Acc-HH, TC7X, 4 Slot Battery Charger	3.0	\$115.00	\$345.00
SSE-TC75XX-30	Zebra EVM, Warranty, TC75, 3 year	12.0	\$325.00	\$3,900.00
CRD-TC7X-SE5EU1-01	Zebra EVM, Acc-HH, TC7X, 5 Bay Ethernet Cradle	3.0	\$450.00	\$1,350.00
TC75AH-KA11ES-A1	Zebra EVM, HH, TC75	12.0	\$1,465.00	\$17,580.00
CBL-DC-382A1-01	Zebra EVM, Acc-HH, TC7X, MC67, US DC Line Cord, Multi-Slot CRD (CBL-DC-382A1-01)	3.0	\$33.00	\$99.00

CHG-TC7X-CLA1-01	Zebra EVM, Acc-HH, TC7X Auto Charger-Cigarette Adapter	12.0	\$70.00	\$840.00
Total:				\$35,789.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$18,680.00	\$11,000.00
Total Tyler Services	\$21,500.00	\$0.00
Total Hardware	\$35,789.00	
Total Taxes	\$0.00	
Contract Total	\$75,969.00	

Comments

Please NOTE: As per the manufacturer, some Part Numbers have changed on previously quoted and delivered equipment. The products are the same, only the manufacturer's part number has changed. These items are highlighted and the previous part number is referenced below:

New Part# -PWR-BGA12V50W0WW, Org. Part# -PWRS-14000-148R
 New Part# -BTRY-TC7X-46MAH-01, Org. Part# -BTRY-TC7X-46MA2-01
 New Part# -PWR-BGA12V108W0WW, Org. Part# -PWRS-14000-241R
 New Part# -CBL-DC-382A1-01, Org. Part# -50-16002-029R
 New Part# -SSE-TC75XX-30, Org. Part# -SSE-TC70XX-30
 New Part# -SAC-TC7X-4BTYP-01, Org. Part# -SAC-TC7X-4BTYC1-01



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: September 5, 2017

FROM: Clay Riggs, Senior Project Engineer

ITEM: Consider approval of the Professional Services Agreement with Professional Service Industries, Inc., for the materials testing associated with the Woodbine Street Reconstruction project, in the amount of \$26,391.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On August 21, 2017, the construction contract for the Woodbine Street Reconstruction project, in the amount of \$1,937,088.50, was awarded to Tiseo Paving. The project will include reconstruction of roadway pavement and replacement of sanitary sewer from Timber Creek Road to Blue Stem Street. The street was rated and prioritized based upon distress to receive reconstruction. The Professional Services Agreement provides for materials testing associated with the reconstruction of Woodbine Street.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$26,391.00

Proposed Expenditure:	Account Number(s):
\$26,391.00	316-560-78054

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

LEGAL REVIEW: The Town's standard contract 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

DRAFT MOTION: Move to approve the Professional Services Agreement with Professional Service Industries, Inc., for the materials testing associated with the Woodbine Street Reconstruction project, in the amount of \$26,391.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PROFESSIONAL SERVICE INDUSTRIES, 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 **Professional Service Industries, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 310 Regal Row, Suite 500, Dallas, Texas 75247

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Woodbine Street Reconstruction Project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Woodbine Street Reconstruction Construction 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 Twenty Six Thousand Three Hundred Ninety One and No/100 Dollars (\$26,391.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work 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
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
 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
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:

Ronnie Yeoman, CET
Profession Services Industries, Inc.
310 Regal Row, Suite 500
Dallas, TX 75247
214-330-9211 Telephone

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

XX.
Applicable Law

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

XXI.
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.

XXII.
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.

XXIII.
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.

XXIV.
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.

XXV.
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.

XXVI.
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.

XXVII.
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.

XXVIII.
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.

XXIX.
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.

XXX.**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

CONSULTANT:**Professional Services Industries, Inc.**

By: Ronnie Yeoman
 Name: Ronnie Yeoman, CET
 Title: Branch Manager
 Date Signed: 8-9-17

State of Texas §
 §
 County of Tarrant §

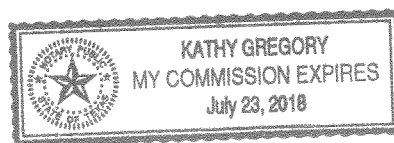
This instrument was acknowledged before me on the 9 day of August, 2017, by Ronnie Yeoman in his capacity as Branch mgr of Professional Svc. Ind., Inc., a — Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Branch mgr. of Pro. Svc. Ind., Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF August, 2017.

Kathy Gregory
 Notary Public, State of Texas

My Commission Expires:

7-23-18





July 26, 2017

Attachment A

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

Attn: Mr. Clay Riggs, P.E.
Email: clayton.riggs@flower-mound.com
Phone: 972-874-6302

Re: Construction Materials Testing and Observation Proposal
Woodbine Street Reconstruction, Bid #2017-88
Timbercreek Rd to Bluestem St
Flower Mound, Texas
PSI Proposal No.: 0337-218029

Dear Mr. Riggs;

Professional Service Industries, Inc. (PSI) is pleased to have been selected on the basis of qualifications in accordance with the Professional Services Procurement Act, Article 2254.004 of the Texas Government Code to provide Construction Materials Testing and Observation Services on the project referenced above. In accordance with that act, we are now submitting our proposed estimate and fee schedule as the second step of the negotiation phase of the contracting process.

PSI has the technical capabilities, personnel and equipment resources, and local expertise to provide you with superior testing and observation services. We are consistently ranked by Engineering News Record magazine as one of the nation's largest consulting engineering firms and PSI is considered the leading firm of our type in the engineering and construction industry. PSI has licensed, registered, and certified professionals, and offers the comfort of using one of America's largest and respected engineering companies.

PSI proposes to provide experienced, technical personnel to perform testing services as requested in general accordance with sections of the project specifications as referenced in our "Proposal Assumptions and Basis for Estimate" section of this proposal. In accordance with our assumptions, we have prepared a budget estimate. However, we propose to accomplish the work on a unit fee basis in accordance with the unit rates provided herein. PSI's fees will be determined by the actual amount of technical time expended on the project and the amount of laboratory testing performed. Services are for the typical Quality Control Services and do not include "Special Inspections". Special Inspection Services may be provided for the owner or the owner's representative. However, the Building Code specifically excludes the performance of Special Inspections as an agent for the contractor.

CONSULTANT shall perform such services as are necessary to provide the Heritage Park Phase III Construction 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.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a

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

Please note that the fees for our services are directly related to the contractor's schedule, the quantity of service requests, the quantity and frequency of failed tests / retests, construction delays and other issues outside the control of PSI. We will work with your firm in order to control the budget for our services; however invoices will be based on the actual services rendered.

Construction Hive™ is the primary report distribution platform used by PSI to provide a better experience to our clients. You will have 24-hour access to your reports on this website from any internet enabled device with a web browser. Construction Hive™ has powerful report viewing, retrieval and searching capabilities that allow you to find the information you are looking for faster and with greater ease. An hourly administrative fee may be assessed for other forms and methods of report delivery.

This proposal includes our services to observe, test and report on the construction activities listed below. Please note that our services will be performed on an intermittent, call-out, as requested basis. This proposal does not include full time (continuous) on-site observation services. Scheduling will be the responsibility of our client's designated representative. Requests for services must be coordinated prior to the close of the business day preceding the requested activity. A project manager fee may be assessed to accommodate requests without adequate notice.

We will commence work upon receipt of a fully executed copy of this proposal. Please be sure to fill out the attached Project Data Sheet for timely distribution of reports.

We look forward to providing our services during construction of the above referenced project. Please do not hesitate to contact our office with any questions or concerns.

Respectfully submitted,

Professional Service Industries, Inc.



Ronnie Yeoman, C.E.T.
Branch Manager
Construction Services



Bryan M. Sy, P.E.
Principal Consultant
Construction Services

Attachments: Anticipated Construction Materials Testing Services
 Proposal Assumptions and Basis for Estimate
 PSI General Notes
 Project Data Sheet
 PSI General Conditions

Proposal Acceptance	
Date:	Agreed to this _____ day of _____, 2017
Signature:	
Printed Name:	
Title:	
Firm:	

Attachment B**Anticipated Construction Materials Testing Services****Project: Woodbine Street Reconstruction, Bid #2017-88 - Flower Mound, Texas**

	Unit	Quantity	Unit Rate	Item Total
Earthwork Testing and Observation				
Utility Trench Backfill				
Soils Engineering Technician (In-place Density Testing)	Per Hour	52	\$45.00	\$2,340.00
Laboratory Moisture Density Relationship (Standard)	Each	3	\$165.00	\$495.00
Atterberg Limit Determination	Each	3	\$60.00	\$180.00
Percent Passing No. 200 Sieve	Each	3	\$48.00	\$144.00
Bulk Sample Preparation	Each	3	\$52.00	\$156.00
Soils Engineering Technician (Sample Pick-up)	Per Hour	4	\$45.00	\$180.00
Equipment Charge	Per Trip	8	\$50.00	\$400.00
Transportation Charge	Per Trip	8	\$50.00	\$400.00
Management Services for Supervision and Report Review	Per Hour	6.80	\$95.00	\$646.00
	Sub-Total			\$4,941.00
Paving Subgrade Preparation				
Soils Engineering Technician (In-place Density Testing)	Per Hour	32	\$45.00	\$1,440.00
Lime Stabilized Moisture Density Relationship (Standard)	Each	3	\$165.00	\$495.00
Atterberg Limit Determination	Each	3	\$60.00	\$180.00
Bulk Sample Preparation	Each	3	\$52.00	\$156.00
Equipment Charge	Per Trip	8	\$50.00	\$400.00
Transportation Charge	Per Trip	8	\$50.00	\$400.00
Management Services for Supervision and Report Review	Per Hour	4.80	\$95.00	\$456.00
	Sub-Total			\$3,527.00
Earthwork Testing and Observation Estimate				\$8,468.00
Concrete Testing and Observation				
Concrete Paving				
Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	68	\$42.00	\$2,856.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	115	\$16.00	\$1,840.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	40	\$42.00	\$1,680.00
Equipment Charge	Per Trip	13	\$50.00	\$650.00
Transportation Charge	Per Trip	23	\$50.00	\$1,150.00
Management Services for Supervision and Report Review	Per Hour	12.90	\$95.00	\$1,225.50
	Sub-Total			\$9,401.50
Utility/Miscellaneous Concrete				
Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	52	\$42.00	\$2,184.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	60	\$16.00	\$960.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	40	\$42.00	\$1,680.00
Equipment Charge	Per Trip	13	\$50.00	\$650.00
Transportation Charge	Per Trip	23	\$50.00	\$1,150.00
Management Services for Supervision and Report Review	Per Hour	10.50	\$95.00	\$997.50
	Sub-Total			\$7,621.50
Concrete Testing and Observation Estimate				\$17,023.00



Engineering & Technical Services**Professional Engineering Services**

Geotechnical Engineer (Site Visits and Consults)	Per Hour	4	\$160.00	\$640.00
Project Setup Fee	Each	1	\$260.00	\$260.00
Sub-Total				\$900.00

Engineering & Technical Services Estimate**\$900.00****Construction Materials Testing and Observation Estimated****Total****\$26,391.00**

Proposal Assumptions and Basis for Estimate	
Construction Documents	1. PSI did have a set of design drawings during preparation of this estimate. 2. PSI did have a set of project specifications during preparation of this estimate. 3. Documents provided to PSI: Project Specifications: dated 06/28/2017, Civil drawings dated 07/21/2017, Project Geotechnical Report dated 04/27/2017. 4. PSI did not have a detailed construction schedule during preparation of this estimate.
Earthwork	1. In-place moisture density gauge testing for utilities estimated at 1 test per 150 LF per 1 foot lift. 2. In-place moisture density gauge testing for paving areas estimated at 1 test per lift per 300 LF per direction of traffic.
Pier Observation	1. Not Included.
Post-Tensioned Slab	1. Not Included.
Concrete	1. Assumed concrete placement rate at 75 to 100 cubic yards per hour. 2. Assumed to cast 1 set of 5, 4 inch by 8 inch concrete test cylinders for every 100 cubic yards of pavement concrete or daily fraction thereof.
Masonry	1. Not Included.
Asphalt	1. Not Included.
Structural Steel	1. Not Included.
Fire Proofing	1. Not Included.
Roofing	1. Not Included.



Project Data Sheet
Construction Materials Testing and Observation Services

Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
<u>Contact Name</u>	<u>Email Address</u>		
Invoice Requirements			
Your Purchase Order No.:			
<u>Billing Address</u>	<u>Mailing Address (if different)</u>		
Attn:		Attn:	

Report Distribution:

PSI will deliver reports electronically to the client and others listed on the above distribution list. Reports will be posted on a password protected, secure website (Construction Hive) only available to those on the distribution list. An hourly administrative fee may be assessed for hardcopy mailing and other forms and methods of report delivery.





TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: September 5, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

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

BACKGROUND INFORMATION: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to roll back or limit a tax increase. The Town is required by the Property Tax Code to hold two public hearings and publish a notice in the newspaper and on TV and web site before adopting a tax rate that exceeds \$0.426847 (the lower of the rollback rate or the effective tax rate). During the public hearing, taxpayers will be given the opportunity to express their views about the rate as it is proposed.

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

The rollback rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The rollback rate calculation allows municipalities to raise 108 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate. The Town's rollback rate for FY 2017-2018 is \$0.448423.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$44,627,964

Proposed Revenue:	Account Number(s):
\$32,349,704	100-4105 Property Taxes
9,453,696	110-4105 Property Taxes
2,824,564	308-4105 Property Taxes

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

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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

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

"The Town of Flower Mound's tax rate is scheduled for adoption on Monday, September 18, 2017, at 6:00 p.m., at a regular Town Council meeting, to be held in the Town of Flower Mound Council Chambers, located at 2121 Cross Timbers Road, Flower Mound, Texas 75028."



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: September 5, 2017

FROM: Richard Brown, Senior Planner

ITEM: Consider a request for a Site Plan (SP17-0002 – Hefner-Garden Ridge) to develop a warehouse, with an exception to Section 98-147, “Topographical Slope Protection,” of the Code of Ordinances. The property is generally located south of Spinks Road and east of Garden Ridge Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its August 28, 2017, meeting.)*

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

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Site Plan (SP17-0002 – Hefner-Garden Ridge) to develop a warehouse, with an exception to Section 98-147, “Topographical Slope Protection,” of the Code of Ordinances.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: August 28, 2017

FROM: Richard Brown, Senior Planner

ITEM: Consider a request for a Site Plan (SP17-0002 – Hefner-Garden Ridge) to develop a warehouse, with an exception to Section 98-147, “Topographical Slope Protection,” of the Code of Ordinances. The property is generally located south of Spinks Road and east of Garden Ridge Road.

I. ITEM SUMMARY

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

Due to the exception request, this application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop the approximate 8.188-acre parcel with a warehouse, encompassing 50,695 square feet of floor area, surface parking areas, and an unloading/loading area, the latter of which will be screened from Garden Ridge Road by the building and from Spinks Road by a wing wall. Access to the lot will be from Garden Ridge Road. The easternmost portion of the lot will remain undeveloped and will provide for a variable width drainage easement (provided by separate instrument). In addition to this drainage easement, a detention pond will be provided along the southern property line, east of the proposed nonpermeable surface area that will serve the truck court for the warehouse. Finally, the site’s northern property line abuts an x-lot that serves as a detention area for the immediate area and that captures stormwater runoff that is generated from the site along its northern property line. With respect to vehicular movements along northbound Garden Ridge Road, a right-of-way dedication to provide for a dedicated right-turn lane onto eastbound Spinks Road will be provided by separate instrument.

The property is located on a parcel within Planned Development District-44 (PD-44) for Industrial District-2 (I-2) uses. The development standards for PD-44 specify the width of the landscape buffer (25 feet) along major roadways and prohibit parking within the first 25 feet as measured from the property line.

The property is located within the boundary of the Lakeside Business District Area Plan, designating the site for Campus Industrial development.

With respect to the proposed design of the building, it is important to note the site's midpoint is situated approximately 26 feet above the centerline of the intersection of Garden Ridge Road and Spinks Road. As such, the visual prominence of the development is critical to one of the gateways into the Lakeside Business District. The applicant has worked with staff to ensure the visual presence of the development reflects the Urban Design Plan's goal of creating development of 'enduring and exemplary quality and design.' Specifically, 'big box' and industrial/warehouse development should comply with, in part, the following architectural standards:

Roofline offsets should be provided in order to provide architectural interest and variety to the massing of the building and to break the roof into smaller scale components. Concentrating articulation for "big box" retail and large scale warehouse/industrial buildings at entry points and the corners of the building may be acceptable if other architectural details/accents and enhanced landscaping are used to mitigate the expansiveness of the wall.

Proposed landscaping is in compliance with applicable regulations, inclusive of required buffers and trail connectivity.

Exception to Sec. 98-147. - Topographical slope protection.

Section 98-147 "Topographical slope protection" allows for an applicant to request an exception to these standards as follows:

*Exception. An exception to this requirement may be approved by the town council by the affirmative vote of **at least three-fourths super majority vote** of all members of the town council, for any development that keeps the character of the natural topography, and integrates the development into and maintains the overall integrity of the natural topography.*

- 1. Detailed drawings that illustrate the impact of the proposed development on the natural topography and the manner by which the development is integrated into, reflects and maintains the overall integrity of the natural topography.*
- 2. The identification of those specific best management practices (BMPs) that will be used to maintain and responsibly integrate the development into the natural topography together with an explanation regarding their use within the plans for such development. The BMPs to be used shall include, but are not limited to, those BMPs found within the town's engineering design and construction standards.*
- 3. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four-foot or greater in height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet in height are discouraged.*

In considering an exception to this criterion, the town shall, in addition to the foregoing, consider the effects of granting an exception on other environmental

features such as trees, habitats, floodplains, scenic vistas, ridgelines, and other environmental features as well as adjacency to established developments and neighborhoods.

According to the Town Code, no development application or project shall be approved that proposes development on any existing topographical slopes of 12 percent or greater, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the footprint of the proposed structure or structures). The purpose of this criterion is to ensure that development is respectful of and appropriately integrated with the natural physical geography of the land in Flower Mound by requiring environmentally sensitive development techniques to eliminate "scrape and build."

The applicant's letter for the requested topographical slope exception details the measures being proposed that will minimize disturbance to the existing topographical slopes found on the property and the best management practices being implemented to respect the site topography. The following summarizes the respective areas of slope identified on the property being requested for this exception:

SLOPE AREA	SITE AREA 8.188 ACRES	LAND AREA IMPACTED
5-12%	2.83 acres	2.76 acres
12% and greater	3.37 acres	0.83 acres

On August 1, 2017, the Environmental Conservation Commission (ECC) reviewed a tree removal permit request for three specimen trees possessing an aggregate of 84 caliper inches. The ECC recommended approval for the removal of the requested specimen trees. It should be noted there is no tree mitigation required for the removal of any protected and/or specimen trees on the property. This is due to the fact the property is regulated by the old tree ordinance that provided for an exception for nonresidential development on property within the Lakeside Business District. The following link will provide additional detail related to the ECC public meeting:

<http://flowermoundtx.swagit.com/play/08012017-1205/5/>

The following easements and right-of-way dedication are being provided by separate instruments:

- Public access easement for Hike and Bike Trail along Garden Ridge Road
- Water line easement
- Drainage easement within the eastern half of the site
- Sewer easement
- Right-of-way dedication for right turn lane on northbound Garden Ridge Road to eastbound Spinks Road

It is common practice to have easements and right-of-way dedications noted on a recorded plat. As noted above, the applicant has requested the easements and ROW dedication be provided by separate instruments. As such, the Town is

accepting of this option, subject to the final recording of the respective easements being noted on an exhibit which will be attached to the site plan file and civil set. As such, there will be in place a means for staff to efficiently address current and future needs that apply to the property. Staff has requested that prior to submitting any building permit, the applicant provide an updated Easement and Right-of-Way Dedication Exhibit (Attachment B2) that provides for recording detail of the above referenced easements and right-of-way dedication. Additionally, staff will require the applicant to submit an amended site plan to update the recording placeholder noted on the site plan as currently provided in Attachment B(1).

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Exception to Topographical Slope Protection Letter
4. Environmental Protection Plan

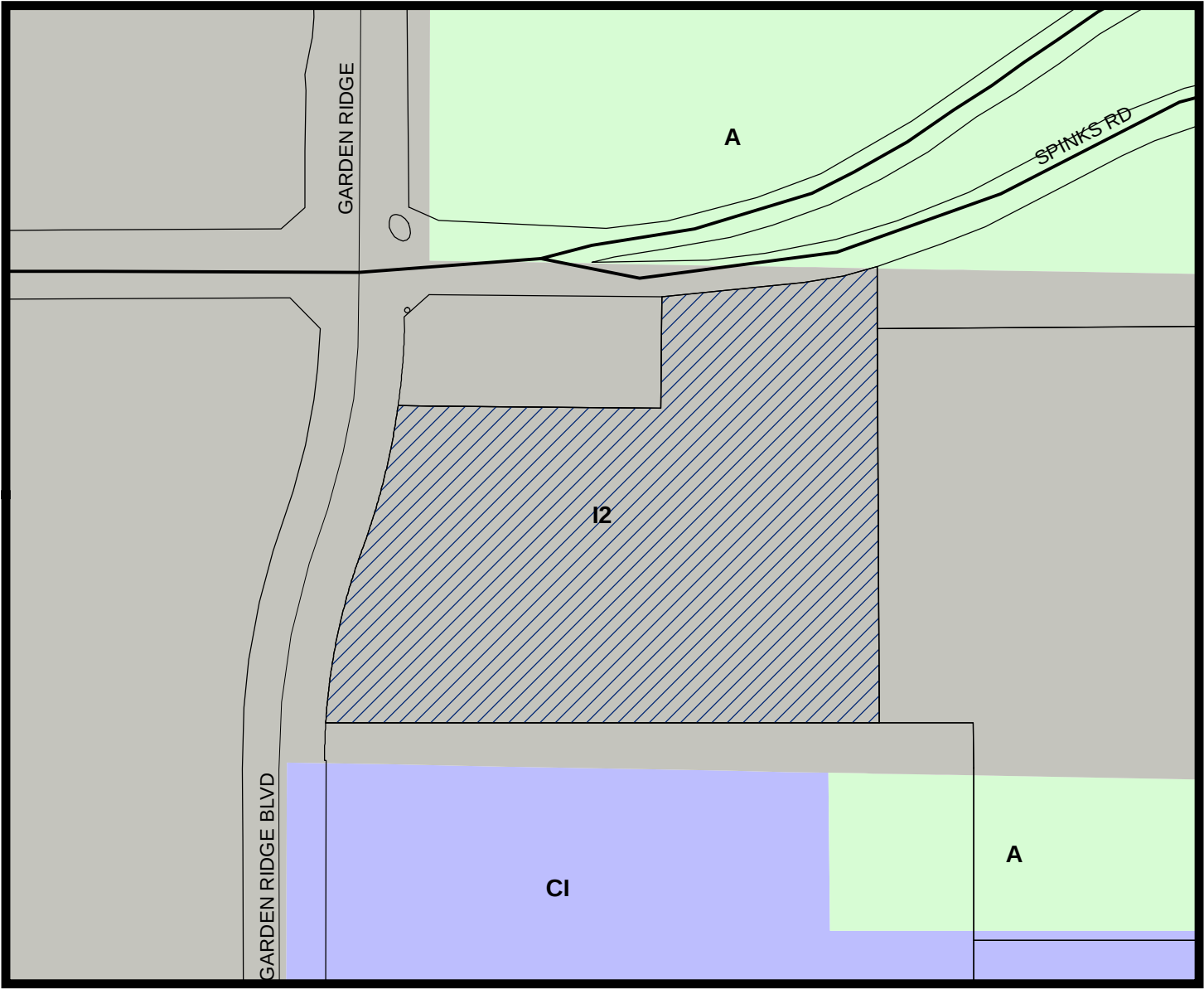
B. Application Details

1. Site Plan Package



Vicinity Map

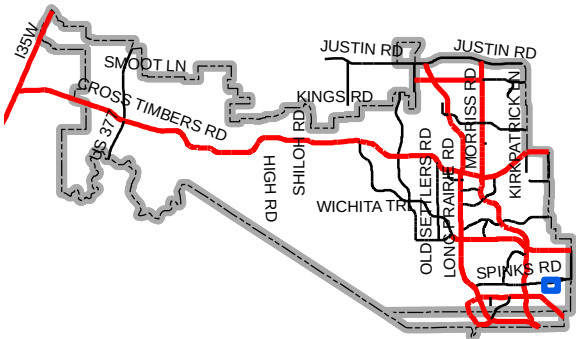
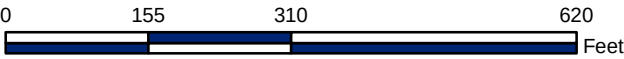
Reference Project: SP17-0002



LEGEND

-  Agriculture
-  Campus Industrial
-  Industrial 2

 Subject Property



Map Location



Town of Flower Mound
ATTN: Planning Services
1001 Cross Timbers Rd.
Suite 2330
Flower Mound, TX 75028

March 17, 2017

To Whom It May Concern:

As a Manager of HPFT Garden Ridge, LLC, I consent to the Site Plan Application being submitted for our property at 1000 Garden Ridge Blvd., Flower Mound, TX 75028.

In response to the first round comments received in the Site Plan Review, I have included information about the property and our intended use.

Current Zoning:	INDUSTRIAL 2
Current Use:	PD-44/TRACT 6-INDUSTRIAL 2
Proposed Use:	WAREHOUSE

Gross Site Area:	356,674 S.F. (8.188 AC.)
Net Site Area:	355,162 S.F. (8.153 AC.)
Total Building Area:	50,695 S.F.
Development Phases:	One, Single Phase
Special Considerations:	None requested

If you need any additional information, you can contact me at curt@hefnerinv.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James Hefner", written in a cursive style.

James Curtis Hefner
Manager
HPFT Garden Ridge, LLC



Town of Flower Mound
ATTN: Planning Services
1001 Cross Timbers Rd.
Suite 2330
Flower Mound, TX 75028

August 14, 2017

To Whom It May Concern:

As a Manager of HPFT Garden Ridge, LLC, I consent to the Site Plan Application being submitted for our property at 1000 Garden Ridge Blvd., Flower Mound, TX 75028.

I have included information about the property and our intended use below.

Current Zoning:	INDUSTRIAL 2
Current Use:	PD-44/TRACT 6-INDUSTRIAL 2
Proposed Use:	WAREHOUSE
Gross Site Area:	356,674 S.F. (8.188 AC.)
Net Site Area:	355,162 S.F. (8.153 AC.)
Total Building Area:	51,420 S.F.
Development Phases:	One, Single Phase
Special Considerations:	Topographical Slope Protection Variance

Topographical Slope Protection – Variance request:

A variance is requested from the restrictions set forth in the Town's Plan for Topographical Slope Protection. There are two locations where we are affecting existing 12% slopes on the proposed development. Those two locations are along the western edge of the property close to the right of way and along the eastern side of the detention pond. The 8.31-acre tract contains 2.83-acres with slopes between 5 to 12 percent and 3.37-acres with slopes greater than 12 percent. In order to accommodate the proposed development, approximately 0.86-acre (25%) of slopes greater than 12 percent and 2.76-acres (97%) of slopes between 5 and 12 percent will be graded.

The western area that will be affected is a small berm that is approximately 6 feet in height that runs parallel with the roadway. This is being affected because we are required to install a hike and bike trail per the city master plan and it is required to be placed right where this berm is located for the ease of use of the public. We are proposing to remove the berm to allow for the trail and to keep a safe slope around the trail.

The eastern edge that will be affected is along the eastern portion of the detention pond. The site plan has been contemplated to avoid the majority of the 12% slopes by using small curb wall retaining walls to avoid disturbing the 12% areas. The detention pond will facilitate the proper drainage flow and is an earthen facility that requires the northeastern portion to be built up to obtain the required volume needed by the Town of Flower Mound. With this small creation of a berm we are impacting approx. 7,000 sf of 12% slope. We are adjusting the slope by adding approx. 1 foot of fill over the area but we are going to provide grass to stabilize the slope as it currently exists.

If you need any additional information, you can contact me at curt@hefnerinv.com.

Sincerely,



James Curtis Hefner
Manager
HPFT Garden Ridge, LLC

Environmental Protection Plan

Cornerstone I Development
SE Corner of Spinks Road and Garden Ridge Boulevard
Town of Flower Mound, Denton County, Texas



Prepared for:
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road; Suite 1400
Dallas, Texas 75231



Prepared by:
Integrated Environmental Solutions, LLC
610 Elm Street; Suite 300
McKinney, Texas 75069



JULY 2017

INTRODUCTION

Integrated Environmental Solutions, LLC (IES) developed this Environmental Protection Plan (EPP) for the proposed Cornerstone I Development (Hefner Garden Ridge), which accounts for approximately 8 acres of land generally located at the southeast corner of Spinks Road and South Garden Ridge Boulevard in the Town of Flower Mound, Denton County, Texas (**Attachment A, Figure 1**). Currently, the proposed development is planned for one 300 foot by 175 foot warehouse facility and its associated infrastructure. A site reconnaissance survey was performed on 17 July 2017 by Mr. Shae Kipp and Mr. Ross Rogers of Integrated Environmental Solutions, LLC. Representative photographs of the project area are included in **Attachment B**.

In accordance with the Town of Flower Mound's SMARTGrowth Criteria Plan (The Plan), this EPP is aimed toward protecting the natural, scenic, and ecological resources of the community and to ensure that community character and quality of life objectives are maintained. As required by The Plan, this EPP identifies flora and fauna species present at the site; describes the overall ecological integrity of the site; and maps existing environmental elements. The Plan details the best management practices to minimize land disturbances and modification to natural land forms and to protect, conserve, and/or restore designated Environmentally Sensitive Areas (ESA). The Plan also outlines proposed measures to maintain contiguity of tree stands and other wildlife corridors.

The Town of Flower Mound completed an environmental survey on 28 February 2016 to determine the presence of Environmentally Sensitive Areas (ESA) on site (**Attachment C**). It was determined from The Town's survey that the following ESA criteria are present within the project area: topographical slope protection, riparian habitat, waters of the state, and undeveloped floodplain. The Town of Flower Mound determined that upland habitat, wetlands, and prairie habitat were not present on site. Descriptions of the ESA criteria are described below:

- **Topographical Slope Protection:** No development application or project shall be approved that proposes development on any existing topographical slopes of 12.0% or greater, or that proposes to alter any existing topographical slopes that are less than 12.0% but equal to or greater than five percent.
- **Riparian Habitat:** Areas designated within the Federal Emergency Management Agency (FEMA) 100-year floodplain or interconnected and adjacent to wetland, tree and understory vegetation, and including significant stands of predominately native water related habitat. These areas include wetlands.
- **Undeveloped Floodplain:** Areas within the FEMA 100-year floodplain, or other floodplain, that are undeveloped and in their natural state.
- **Waters of the State:** Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water courses and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the State.
- **Upland Habitat:** Areas, a minimum of ten (10) acres in size, equal to or exceeding 50 trees per acre, which contain a predominate matrix of tree species identified in the Town's Protected Tree List. Any tree species that makes up over thirty percent (30%) of the population within a complex is considered to be the predominate species.

- **Wetlands:** Jurisdictional wetlands as defined by the federal Clean Water Act and the standards and guidelines in use by the United States Army Corps of Engineers, including the Federal Manual for Identifying and Delineating Jurisdictional Wetlands.
- **Prairie Habitat:** Areas designated as containing on-site predominate distributions of climax or mid-successional native grass species underlain by intact (non-eroded) prairie and savannah soil types.
- **Water Impoundment Protection:** No development application or project shall be approved that proposes to eliminate, or to alter or discontinue recharge flows to, existing impoundments of water with a surface area capacity of one-half acre or more (regardless of whether such impoundments are naturally occurring or constructed).

LITERATURE REVIEW

Topography

The USGS topographic map (Grapevine 7.5' Quadrangle 1959) illustrates one water feature, Bakers Branch, within the project area. The project area lies along an upland ridge and hillslope, which drain to Bakers Branch along the eastern property boundary (see **Attachment A, Figure 2**). A secondary slope lies along the northern boundary of the project area where "U-" and "V-" shaped contours suggest the presence of confined flow and additional water features. The project area is shown with a maximum elevation of approximately 530 feet above mean sea level (amsl) and a minimum elevation illustrated along Bakers Branch of approximately 470 feet amsl. Along the northern, western, and southern limits of the project area, linear contours form slopes greater than 12 percent. These areas were graded in conjunction with the development of the surrounding infrastructure; and therefore are not part of the natural topography of the project area, which may require topographical slope protection.

Soils

A review of the *Soil Survey of Denton County* revealed that there were three soil map units located within the site boundaries. The soil map units included Birome-Rayex-Aubrey complex, 2 to 15 percent slopes; Navo clay loam, 1 to 3 percent slopes; and Gowen clay loam, occasionally flooded (see **Attachment A, Figure 3**). None of these soil map units are listed as hydric soils by the National Technical Committee on Hydric Soils for Denton County (*revision December 2015*). These soil series are generally characterized as deep, moderately well drained, very slowly to moderately permeable soils. They are commonly located on high stream terraces and gently sloping to moderately steep narrow ridges and low hills mainly in the East Cross Timbers and Blackland Prairie land resource areas of north-central Texas.

Floodplain

The FEMA FIRM (Map Panel 48113C0135K, revised 07 July 2014) illustrated the majority of the project area within Zone X (Areas determined to be outside the 0.2% annual chance floodplain); however, Zone AE (Special Flood Hazard Areas subject to inundation by the 1% annual chance flood; Base flood elevations determined) and Zone AE (Floodway areas in Zone AE) are also present along Bakers Branch (see **Attachment A, Figure 4**). The FEMA FIRM also illustrates one tributary, Bakers Branch, within the project area. This is the same tributary that is illustrated on the USGS topographic map and NRCS soil survey.

Major Land Resource Areas – Vegetation & Wildlife

According to the *Land Resource Regions and Major Land Resource Areas of the United States, the Caribbean, and the Pacific Basin – U.S. Department of Agriculture Handbook 296*, the project area is

located within the Texas Blackland Prairie, Northern Part ecoregion (86A) and within a half mile from the East Cross Timbers ecoregion (84C). The Texas Blackland Prairie largely supports mid and tall grass prairie ecosystems. Although many of the species commonly observed within the East Cross Timbers are similar to those found within the Texas Blackland Prairie, the East Cross Timbers is known to support oak savannas rather than prairies, as the density of woody species interspersed throughout the grassland communities occur at greater densities. Grass species commonly observed in these ecoregions include little bluestem (*Schizachyrium scoparium*), Indiangrass (*Sorghastrum nutans*), big bluestem (*Andropogon gerardi*), switchgrass (*Panicum virgatum*), tall dropseed (*Sporobolus compositus*), silver bluestem (*Bothriochloa saccharoides*), sideoats grama (*Bouteloua curtipendula*), and eastern gamagrass (*Tripsacum dactyloides*). Forbs are generally intermixed within grassland communities include western ragweed (*Ambrosia psilostachya*), Maximilian sunflower (*Helianthus maximiliani*), gayfeather (*Liatris punctata*), rattlesnake master (*Eryngium yuccifolium*), and Indian plantain (*Arnoglossum plantagineum*). Dominant woody species within the East Cross Timbers include post oak (*Quercus stellata*), blackjack oak (*Quercus marilandica*), cedar elm (*Ulmus crassifolia*), coralberry (*Symphoricarpos orbiculatus*), American beautyberry (*Callicarpa americana*), gum bumelia (*Sideroxylon lanuginosum*), and greenbrier (*Smilax bona-nox*). Additionally, areas along the major rivers and streams within these ecoregions support savanna vegetation including oaks, elms, sugar-hackberry (*Celtis laevigata*), cottonwood (*Populus deltoides*), and pecan (*Carya illinoensis*). Some of the major wildlife species in these areas are white-tailed deer (*Odocoileus virginianus*), coyote (*Canis latrans*), red fox (*Vulpes vulpes*), bobcat (*Lynx rufus*), raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), Virginia opossum (*Didelphis virginiana*), jackrabbit (*Lepus californicus*), eastern cottontail (*Sylvilagus floridanus*), turkey (*Meleagris gallopavo intermedia*), bobwhite quail (*Colinus virginianus*), scaled quail (*Callipepla squamata*), white-winged dove (*Zenaida asiatica*), and mourning dove (*Zenaida macroura*).

SITE SURVEY

IES performed a site evaluation on 17 July 2017 to identify and delineate the limits of the habitat types present and all features that meet a definition of a water of the United States. Select habitat types, in addition to waters of the United States, are considered ESA's under the Town of Flower Mound's SMARTGrowth Criteria Plan. The following sections describe each of the habitat types and water features observed within the project area as well as the methodology used to identify them.

Habitat Types

During the field evaluation, transects were surveyed throughout the 8-acre site in order to identify habitat types present and detail their species diversity and distribution across the sites topographic gradient. Two habitat types were observed within the project area: riparian and upland forest.

The riparian habitat was identified by areas dominated by hydrophytic and mesic tolerant species and lacking species which prefer arid conditions along watercourses. The sandy loam soils were observed supporting approximately 80 percent ground cover of herbaceous, scrub-shrub, and woody vegetation, with 20 percent bare ground. The riparian habitat was dominated by cedar elm and green ash (*Fraxinus pennsylvanica*), making up approximately 70 percent of the canopy cover. The remaining 30 percent of the canopy cover was comprised of Shumard's oak (*Quercus shumardii*), eastern red cedar (*Juniperus virginiana*), bur oak (*Quercus macrocarpa*), American elm (*Ulmus americana*), Osage orange (*Maclura pomifera*) and eastern cottonwood (*Populus deltoides*). The understory of the riparian corridor consisted of poison ivy (*Toxicodendron radicans*), mustang grape (*Vitis mustangensis*), green brier, northern sea oats (*Chasmanthium latifolium*), red mulberry (*Morus rubra*), rusty blackhaw (*Viburnum rufidulum*), black hickory (*Carya texana*), Virginia creeper (*Parthenocissus quinquefolia*), and sugar-hackberry.

The upland forest was identified up-slope of the riparian habitat, where a drastic increase of species that prefer drier conditions (e.g., Chinese privet and eastern red cedar) were observed. The upland forest was comprised of a 50 percent post oak dominant canopy, with a 20 percent cedar elm and 20 percent green ash codominant canopy. The upland forest understory consisted of 40 percent eastern red cedar and 40 percent Chinese privet (*Ligustrum sinense*), with coralberry, sideoats grama, King Ranch bluestem (*Bothriochloa ischaemum*), scribners panicum (*Dicanthelium oligosanthos scribnerianum*), netleaf hackberry (*Celtis reticulata*), and gum bumelia.

A portion of the upland forest had been disturbed by a utility line Right-of-Way (ROW) aligned in a southwest to northeast orientation. The vegetation observed within the utility line ROW had a similar species composition as the surrounding upland forest, but was observed with much younger trees in an earlier stage of succession. Species composition was predominantly cedar elm, eastern red cedar, and Chinese privet. Several areas were exposed to sunlight with limited to no canopy cover allowing grass to be the only vegetative cover in small areas. Vegetation observed in these areas included prickly pear (*Opuntia engelmannii* var. *lindheimeri*), silver bluestem, King Ranch bluestem, partridge pea (*Chamaecrista fasciculata*), beggar's lice (*Torilis arvensis*), and Maximilian sunflower.

Waters of the United States

Introduction

Agencies that regulate impacts to the nation's water resources within Texas include the U.S. Army Corps of Engineers (USACE), the U.S. Environmental Protection Agency (USEPA), the U.S. Fish and Wildlife Service (USFWS), and the Texas Commission on Environmental Quality (TCEQ). Jurisdictional waters of the United States are protected under guidelines outlined in Sections 401 and 404 of the Clean Water Act (CWA), in Executive Order 11990 (Protection of Wetlands), and by the review process of the TCEQ. The USACE has the primary regulatory authority for enforcing Section 404 requirements for waters of the United States, including wetlands.

The definition of waters of the United States, in 33 Code of Federal Regulations (CFR) 328.3, includes waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, wetlands, sloughs, wet meadows, or natural ponds and all impoundments of waters otherwise defined as waters of the United States. Also included are wetlands adjacent to waters (other than waters that are themselves wetlands). The term adjacent is defined as bordering, contiguous, or neighboring. Jurisdictional wetlands are a category of waters of the United States and have been defined by the USACE as areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Waters of the United States are defined in 33 CFR 328.3 (a) as:

1. All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
2. All interstate waters including interstate wetlands;
3. All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce including any such waters:
 - i. Which are or could be used by interstate or foreign travelers for recreational or other purposes; or

- ii. From which fish or shellfish are or could be taken and sold in interstate or foreign commerce;
or
- iii. Which are used or could be used for industrial purpose by industries in interstate commerce;
- 4. All impoundments of waters otherwise defined as waters of the United States under the definition;
- 5. Tributaries of waters identified in paragraphs (a)(1)-(4) of this section;
- 6. The territorial seas;
- 7. Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs 1-6 above.
- 8. Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA (other than cooling ponds as defined in 40 CFR 123.11(m) which also meet the criteria of this definition) are not waters of the United States.

On 05 June 2007, the USACE and the USEPA issued joint guidance on delineation of waters on the United States based on the U.S. Supreme Court decisions in *Rapanos* and *Carabell*. Under this guidance, potential waters of the United States have been classified as traditional navigable waters (TNW), relatively permanent waters (RPW) (i.e., having flow most of the year or at least seasonally), or non-RPWs. This guidance states that TNWs and RPWs and contiguous or adjacent wetlands to these water features are waters of the United States. Wetlands that are bordering, contiguous, or neighboring another water of the United States is considered adjacent. Additionally, wetlands that are within the 100-year floodplain of another water of the United States are also considered adjacent. Non-RPWs, wetlands contiguous or adjacent to non-RPWs, and isolated wetlands must undergo a “significant nexus” test on a case-by-case basis to determine the jurisdictional nature of these water features. Under the “significant nexus” test a water feature must have substantial connection to a TNW by direct flow, or by indirect biological, hydrologic, or chemical connection. Under the “significant nexus” test the USACE District Engineer must submit the jurisdictional determination (JD) to the regional USEPA office, which makes the decision whether to move the JD to Headquarters USACE to make the final determination.

The new guidance does not void the January 2001 decision of the U.S. Supreme Court in *Solid Waste Agency of Northern Cook County (SWANCC) v. USACE* which disallowed regulation of isolated wetlands under the CWA through the “Migratory Bird Rule.” Previously, the USACE assumed jurisdiction over isolated waters of the United States based on its 1986 preamble stating that migratory birds used these habitats. The “Migratory Bird Rule” provided the nexus to interstate commerce and thus protection under the CWA. However, the new guidance does require that the “significant nexus” test be performed in addition to an analysis of other potential interstate commerce uses for isolated waters.

Methodology

Wetland determinations and delineations were performed on location using the methodology outlined in the 1987 Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineer Wetland Delineation Manual: Great Plains Region (Version 2.0). The presence of a wetland is determined by the positive indication of three criteria (i.e., hydrophytic vegetation, hydrology, and hydric soils). Potential jurisdictional boundaries for other water resources (i.e., non-wetland) were delineated in the field at the ordinary high water mark (OHWM). The 33 Code of Federal Regulations (CFR) 328.3(e) defines OHWM as the line on the shore/bank established by flowing and/or standing water, marked by characteristics such as a clear, natural line impressed on the bank, erosion shelving, changes in the character of soil, destruction of terrestrial vegetation, presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Results

Bakers Branch is a tributary to Denton Creek, which extends through the northeastern corner of the project area in a north to south orientation. The tributary was delineated by an OHWM identified by the destruction of terrestrial vegetation, bed and bank, waterline, a natural line impressed in the bank, and sediment sorting. The average OHWM width was between twelve to twenty feet wide depending on the location along the length of the tributary, with the widest areas observed being approximately thirty feet wide. The tributary was incised into the landscape between four to eight feet. The channel substrate composition was largely comprised of fine sediments such as silt and clay, with gravel and cobble intermixed throughout, primarily due to the natural geomorphic composition of the region and the erodibility of the soils on the adjacent upland ridge and hillslopes. At the time of the field evaluation, the tributary was observed with flowing water throughout its length. Based on the amount of flowing water observed, channel condition present, and the tributary's relatively large watershed size, it is IES' professional opinion that Bakers Branch would be considered a perennial tributary and a RPW. As such, Bakers Branch meets a definition of a water of the United States and would be regulated under Section 404 of the CWA.

A secondary tributary, an **unnamed tributary to Bakers Branch**, was observed extending off the hillslope west of Bakers Branch. The tributary was located parallel to Bakers Branch, within its floodplain, before ultimately intersecting it within the project area. The tributary was delineated by an OHWM identified by the destruction of terrestrial vegetation, bed and bank, a natural line impressed in the bank, and sediment sorting. The average OHWM width was between two to four feet wide depending on the location along the length of the tributary. The tributary was incised into the landscape between one to three feet. The channel substrate composition was largely comprised of fine sediments such as silt and clay. At the time of the field evaluation, the tributary was observed with flowing and pooled water throughout its length. Based on the amount of flowing water observed, channel condition present, and the tributary's watershed size, it is IES' professional opinion that the unnamed tributary to Bakers Branch would be considered an intermittent tributary and a RPW. As such, the feature meets a definition of a water of the United States and would be regulated under Section 404 of the CWA.

Wildlife including State/Federally listed Protected Species

The combination of upland forest and riparian vegetative communities provide varied habitat for resident and migratory wildlife species. The tributaries provide a seasonal and perennial source of water, while the riparian areas provide potential food and cover, in various forms. The wildlife species observed during the survey include blue jay (*Cyanocitta cristata*), mockingbird (*Mimus polyglottos*), coyote (*Canis latrans*), squirrel (*Sciurus niger*), black vulture (*Coragyps atratus*), red-tailed hawk (*Buteo jamaicensis*), cardinal (*Cardinalis cardinalis*), meadow lark (*Sturnella sp.*), cottontail (*Sylvilagus sp.*), and chickadee (*Poecile atricapilla*). The project area contains ideal habitat for many species, especially within the riparian corridor along Bakers Branch. Riparian corridors provide vital connectivity between fragmented natural areas throughout urban centers like the Dallas-Fort Worth Metroplex. Although many species were observed during the field evaluation, **Table 1** provides additional species that potentially inhabit the project area, but were not observed during the survey.

Table 1. Wildlife Species Potentially Occurring in the Project Area.

Birds		Mammals	Reptiles
America Kestrel (<i>Falco sparverius</i>)	Painted Bunting (<i>Passerina ciris</i>)	Black-tailed Jackrabbit (<i>Lepus californicus</i>)	Eastern Box Turtle (<i>Terrapene carolina</i>)
Blue Jay (<i>Cyanocitta cristata</i>)	Red-bellied Woodpecker (<i>Melanerpes carolinus</i>)	Bobcat (<i>Lynx rufus</i>)	Green Anole (<i>Anolis carolinensis</i>)
Downy Woodpecker (<i>Picoides pubescens</i>)	Red-shouldered Hawk (<i>Buteo lineatus</i>)	Eastern Fox Squirrel (<i>Sciurus niger</i>)	Red-eared Slider (<i>Trachemys scripta elegans</i>)
Eastern Bluebird (<i>Sialia sialis</i>)	Rock Pigeon (<i>Columba livia</i>)	Nine-banded Armadillo (<i>Dasypus novemcinctus</i>)	Smooth Green Snake (<i>Liophorophis vernalis</i>)

Attachment 1: Planning and Zoning Commission Staff Report
Environmental Protection Plan
Proposed Cornerstone I Development
Flower Mound, Denton County, Texas

Northern Cardinal (<i>Cardinalis cardinalis</i>)	Ruby-throated Hummingbird (<i>Archilochus colubris</i>)	Striped Skunk (<i>Mephitis mephitis</i>)	Southern Copperhead (<i>Agkistrodon contortrix contortrix</i>)
Northern Harrier (<i>Circus cyaneus</i>)	Scissor-tailed Flycatcher (<i>Tyrannus forficatus</i>)	Virginia Opossum (<i>Didelphis virginiana</i>)	Western Cottonmouth (<i>Agkistrodon piscivorus leucostoma</i>)
Barred Owl (<i>Strix varia</i>)	Indigo Bunting (<i>Passerina cyanea</i>)	Raccoon (<i>Procyon lotor</i>)	Snapping Turtle (<i>Chelydra serpentina</i>)

The U.S. Fish and Wildlife Service (USFWS) lists four protected species, while the Texas Parks and Wildlife Department (TPWD) lists seven protected species as occurring, or potentially occurring, within Denton County. **Table 2** lists all the protected species that could potentially occur within Denton County. Though species specific surveys were not conducted during the reconnaissance survey, there were no signs of any protected species, or favorable habitat for any of these species, observed within the project area.

**Table 2. Federal and/or State Listed Protected Species
Occurring or Potentially Occurring in Denton County.**

Common Name (Scientific Name)	Federal Status	State Status	Habitat	Potential Habitat Occurring Within the Project Area?
BIRDS				
American peregrine falcon (<i>Falco peregrinus anatum</i>)	DL	T	year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	No
Bald eagle (<i>Haliaeetus leucocephalus</i>)	DL	T	found primarily near seacoasts, rivers, and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds	No
Least tern (<i>Sterna antillarum</i>)	E	NL	this subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish & crustaceans, when breeding forages within a few hundred feet of colony	No
Peregrine Falcon (<i>Falco peregrinus</i>)	DL	T	sub species (F p tundrius) potential migrant though most of the state, winters along the coast; subspecies (F p anatum) resident nest in west Texas	No
Piping plover (<i>Charadrius melodus</i>)	T	NL	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous	No
Red Knot (<i>Calidris canutus rufa</i>)	PE	NL	breeds in drier tundra areas, such as sparsely vegetated hillsides. Outside of breeding season, it is found primarily in intertidal, marine habitats, especially near coastal inlets, estuaries, and bays	No
White-faced ibis (<i>Plegadis chihi</i>)	NL	T	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats	No
Whooping crane (<i>Grus americana</i>)	E	E	potential migrant; winters in and around Aransas National Wildlife Refuge and migrates to Canada for breeding; only remaining natural breeding population of this species	No
Wood stork (<i>Mycteria americana</i>)	NL	T	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	No

MOLLUSKS				
Louisiana pigtoe (<i>Pleurobema riddellii</i>)	NL	T	streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins	No
Common Name (Scientific Name)	Federal Status	State Status	Habitat	Potential Habitat Occurring Within the Project Area?
Sandbank pocketbook (<i>Lampsilis satura</i>)	NL	T	small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Sulfur south through San Jacinto River basins; Neches River	No
Texas heelsplitter (<i>Potamilus amphichaenus</i>)	NL	T	quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins	No
Texas pigtoe (<i>Quadrula petrina</i>)	NL	T	rivers with mixed mud, sand, and fine gravel in protected areas associated with fallen trees or other structures; east Texas River basins, Sulphur River, Cypress Creek, Sabine through Trinity rivers as well as San Jacinto River	No
REPTILES				
Texas horned lizard (<i>Phrynosoma cornutum</i>)	NL	T	open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September	No
Timber rattlesnake (<i>Crotalus horridus</i>)	NL	T	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland, limestone bluffs; sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto	No

DL = delisted NL = not listed as occurring or potentially occurring within the county
E = endangered T = threatened
Source: TPWD 2017, USFWS 2017

ECOLOGICAL HEALTH ASSESSMENT

The overall ecological health of the project area appears to be reduced and is being maintained at a lower level of ecological stability due to the presence of invasive/exotic species, the lack of a natural disturbance regime, and the recent/past vegetation clearing activities that were conducted for a utility line ROW. The plant species, particularly those found in the understory, are predominantly early to mid-successional species and introduced species with interspersed native mid-successional and climax species throughout the project area. Reduced cover of Chinese privet and eastern red cedar as well as increased cover of perennial species or later (climax) successional species would be more indicative of a healthy ecological landscape. Evidence of a natural disturbance regime of area was not present (i.e., rotational grazing, prescribed fires, etc.). Although, the project area does not exhibit climax or mid-successional communities, it does primarily indicate stable cover throughout the majority of the project area, as observed through a high percent of vegetative cover. Implementing a natural disturbance regime would not fully restore the current vegetation communities to their mid-successional and climax states, due to the added presence of introduced and invasive species. A consistent natural disturbance regime may potentially suppress some of the introduced species and increase the ecological stability of the various habitats found in the area; however, given the urban nature of the surrounding sites any natural disturbance, such as fire, is and would likely be suppressed. Nevertheless, the stream, and riparian areas provide potential areas for many resident and migratory wildlife species particularly birds. In addition, habitat is available for both terrestrial and aquatic native species including amphibians, reptiles, and mammals that may frequent the area, thereby increasing the ecological function.

PROTECTION, CONSERVATION, AND RESTORATION OF ENVIRONMENTALLY SENSITIVE AREAS

Following the on-site field reconnaissance, it was determined that this approximate 8 acre site contains four of the eight ESA's defined within the Town of Flower Mound SMARTGrowth Ordinance. These areas, which meet the criteria for an ESA, were identified throughout the project area: (1) riparian habitat, (2) undeveloped floodplain, (3) waters of the United States and (4) topographical slope protection (see **Attachment A, Figure 5**). Overall, the proposed development is sensitive to the identified, ESAs. The following paragraphs describe proposed project as well as the protection, conservation and restoration measures proposed to ensure important ecological functions are not lost and impacts to the ESAs identified are minimized.

Riparian Habitat

The riparian habitat was identified by a change in species diversity and distribution along a single elevation contour along the hillslope, which leads down into the Bakers Branch floodplain. The riparian habitat encompasses the majority of the Bakers Branch floodplain and is dominated by hydrophytic and mesic species; mostly trees and shrubs. The extent of the riparian habitat identified within the Town of Flower Mound's ESA Survey, was slightly expanded upon following the IES reconnaissance survey. Functions of the riparian habitat include, but are not limited to, nutrient and sediment cycling, wildlife habitat, bank stabilization, and flood control. None of the riparian habitat will be impacted by the proposed project; thus ensuring the protection of the existing wildlife corridor and alluvial functions.

Undeveloped Floodplain & Waters of the United States

The undeveloped floodplain will remain in its existing state and will be protected under the proposed development plan to ensure that there is no incremental fill, or loss of function, associated with this important resource. Natural floodplains provide valuable services to both people and nature, including but not limited to, flood protection, improved water quality, recharged groundwater, and wildlife habitat. The two waters of the United States identified within the project area lie wholly within the undeveloped floodplain and therefore will receive equal protection. Protection of the tributaries will ensure that they maintain their current fluvial function and condition under the proposed Cornerstone I development plans. In conclusion, no permitting through the USACE or the FEMA floodplain administrator will be necessary in order to construct the proposed development.

Topographical Slope Protection

The Town of Flower Mound's ESA Survey identified portions of the project area that contained significant slope (> 5%). Per The Plan, one objective is to preserve topographic features and the topographic character of each site, and to avoid the "balancing" or flattening of sites. As such, a thorough analysis was completed utilizing topographic survey data to determine areas of 5 to 12 percent slopes and those greater than 12 percent. The analyses of the 8.31-acre project area concluded 2.83-acres contain slopes between 5 to 12 percent and 3.37-acres contain slopes greater than 12 percent. Along the northern, western, and southern limits of the project area, linear contours form 0.70-acre of slopes greater than 12 percent. These areas were likely graded in conjunction with the development of the surrounding infrastructure; and therefore are not part of the natural topography of the project area. In order to accommodate the proposed development, approximately 0.86-acre (25%) of slopes greater than 12 percent and 2.76-acres (97%) of slopes between 5 and 12 percent will be graded (see **Attachment A, Figure 6** and the **Attachment A, Grading Plan**). The majority of the grading work that must be conducted lies within the limits of the proposed structures; however along eastern edge of the development, 4:1 slopes must be graded in order to construct a stormwater detention facility and properly stabilize the hillslopes leading down to the undeveloped floodplain. These graded slopes will be revegetated appropriately and receive additional attention in the stormwater pollution prevention plan

(SWPPP). The majority of the 12 percent slopes will be protected thus minimizing land disturbance and impacts to the natural topography. By doing so, a minimum of a 100 foot upland forest buffer on the riparian habitat and undeveloped floodplain will be maintained. In conclusion, Hefner Properties is requesting a variance to the SMARTGrowth topographical slope protection ESA, which states, "No development application or project shall be approved that proposes development on any existing topographical slopes of twelve percent (12.0%) or greater, or that proposes to alter any existing topographical slopes that are less than twelve percent (12.0%) but equal to or greater than five percent (5.0%) (other than within five feet of the footprint of the proposed structure or structures).

BEST MANAGEMENT PRACTICES TO PRESERVE THE NATURAL COMMUNITIES

Stormwater Management Activities

Best management practices (BMPs) would be implemented to ensure primary filtration of stormwater runoff from impervious surfaces. All stormwater flow would be directed toward the proposed stormwater detention pond, which will serve as an integral component of filtration to capture sediments and nutrients, in addition to reducing run-off velocities. Also, during construction activities a SWPPP would be implemented to minimize soil erosion. The SWPPP would include BMPs to contain disturbed soils, such as, but not limited to, silt fencing, vegetation matting, and minimization of disturbed areas to the minimum necessary. These activities would minimize the erosion potential from unvegetated soils associated with the land disturbance, thereby minimizing sediment deposition downslope into the undeveloped floodplain and Bakers Branch.

ATTACHMENT A

Figures



**Figure 1.
General Location Map**

Cornerstone I
Town of Flower Mound
Denton County, Texas

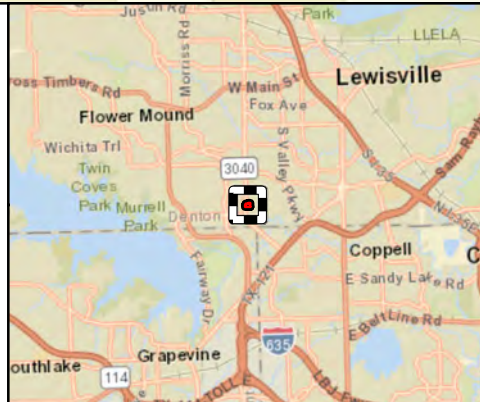
1 in = 0.1 miles
0 0.05 0.1
Miles



File Ref. 04.002.081
Date: 7/17/2017

Legend

 Project Area



Area of Detail
Scale: 1 inch equals 5 miles



**Figure 2.
Topographic Setting**

Cornerstone I
Town of Flower Mound
Denton County, Texas

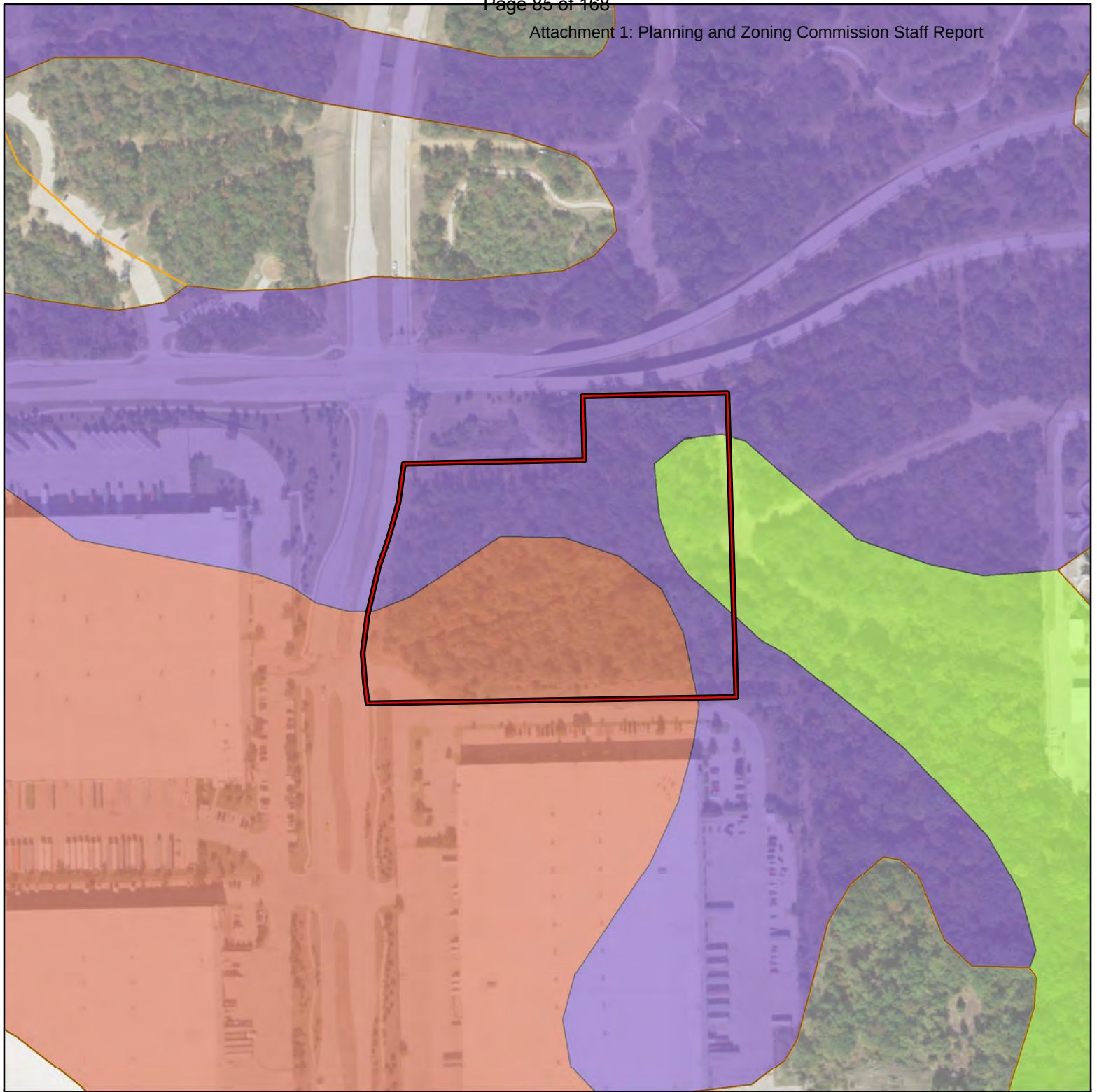
0 0.025 0.05
1 in = 0.05 miles
Miles



File Ref. 04.004.081
Date: 7/17/2017

Legend

-  Project Area
-  Existing Contours



**Figure 3.
Soils Map**

Cornerstone I
Town of Flower Mound
Denton County, Texas

1 in = 0.05 miles
0 0.025 0.05
Miles



File Ref. 04.004.081
Date: 7/17/2017

Legend

 Project Area

Soil Map Units

-  Birome-Rayex-Aubrey complex, 2 to 15 percent slopes
-  Gowen clay loam, occasionally flooded
-  Navo clay loam, 1 to 3 percent slopes
-  Other Soil Map Units

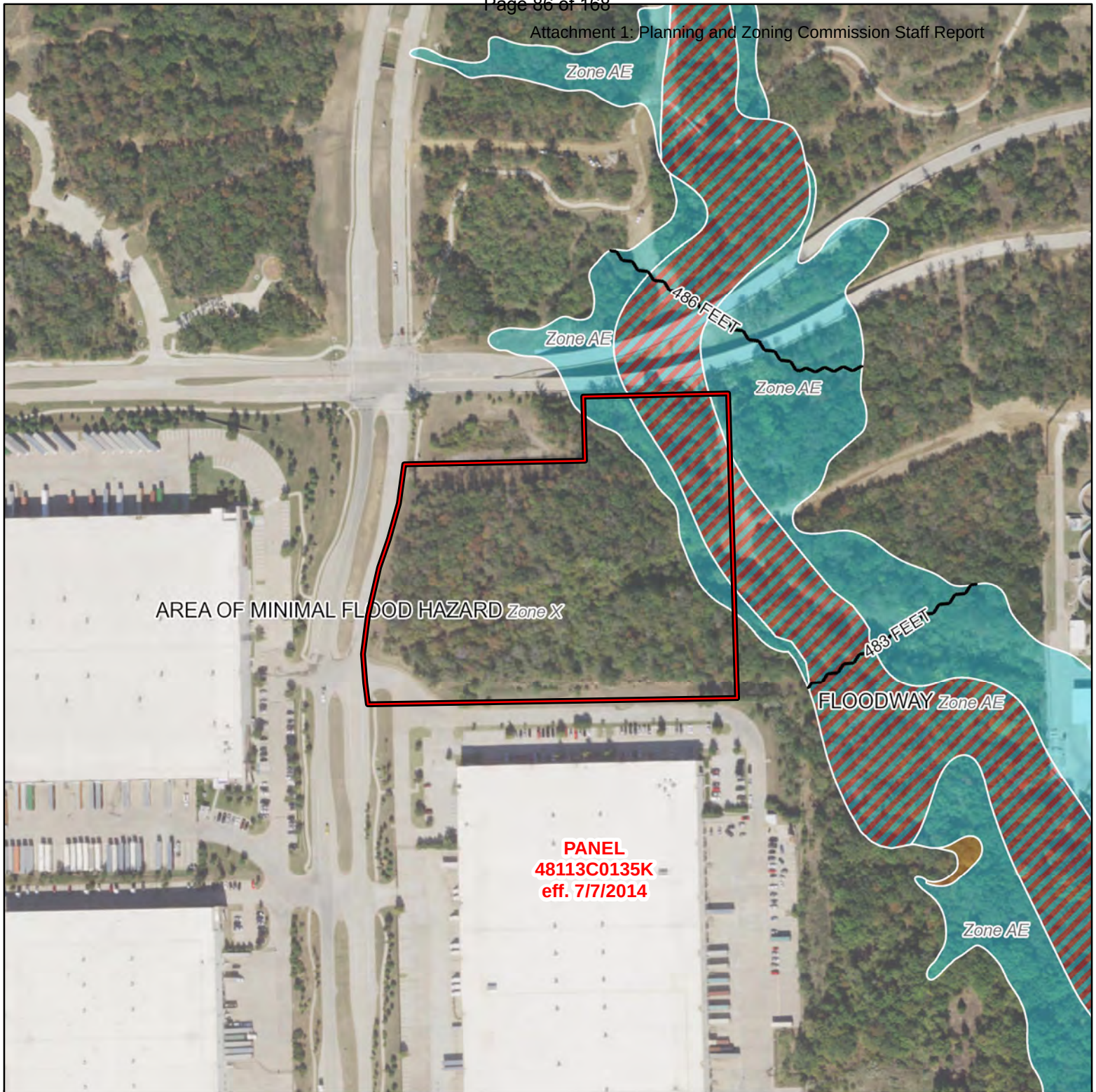


Figure 4.
Federal Emergency
Management Agency
Flood Insurance Rate Map

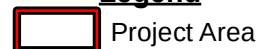
Cornerstone I
Town of Flower Mound
Denton County, Texas

1 in = 0.1 miles
0 0.025 0.05
Miles



File Ref. 04.002.081
Date: 7/17/2017

Legend



FEMA FIRM Zone Descriptions

-  Zone X - Areas determined to be outside the 0.2% annual chance floodplain
-  Zone X - Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood
-  Zone A - Special Flood Hazard Areas subject to inundation by the 1% annual chance flood; No base flood elevations determined
-  Zone AE - Special Flood Hazard Areas subject to inundation by the 1% annual chance flood; Base flood elevations determined
-  Zone AE - Floodway areas in Zone AE



**Figure 5.
Environmentally
Sensitive Areas**

Cornerstone I
Town of Flower Mound
Denton County, Texas

1 in = 0.025 miles
0 0.0125 0.025
Miles



File Ref. 04.002.081
Date: 7/18/2017

Legend



Project Area

Environmentally Sensitive Areas



>12 percent slope



5 to 12 percent slope



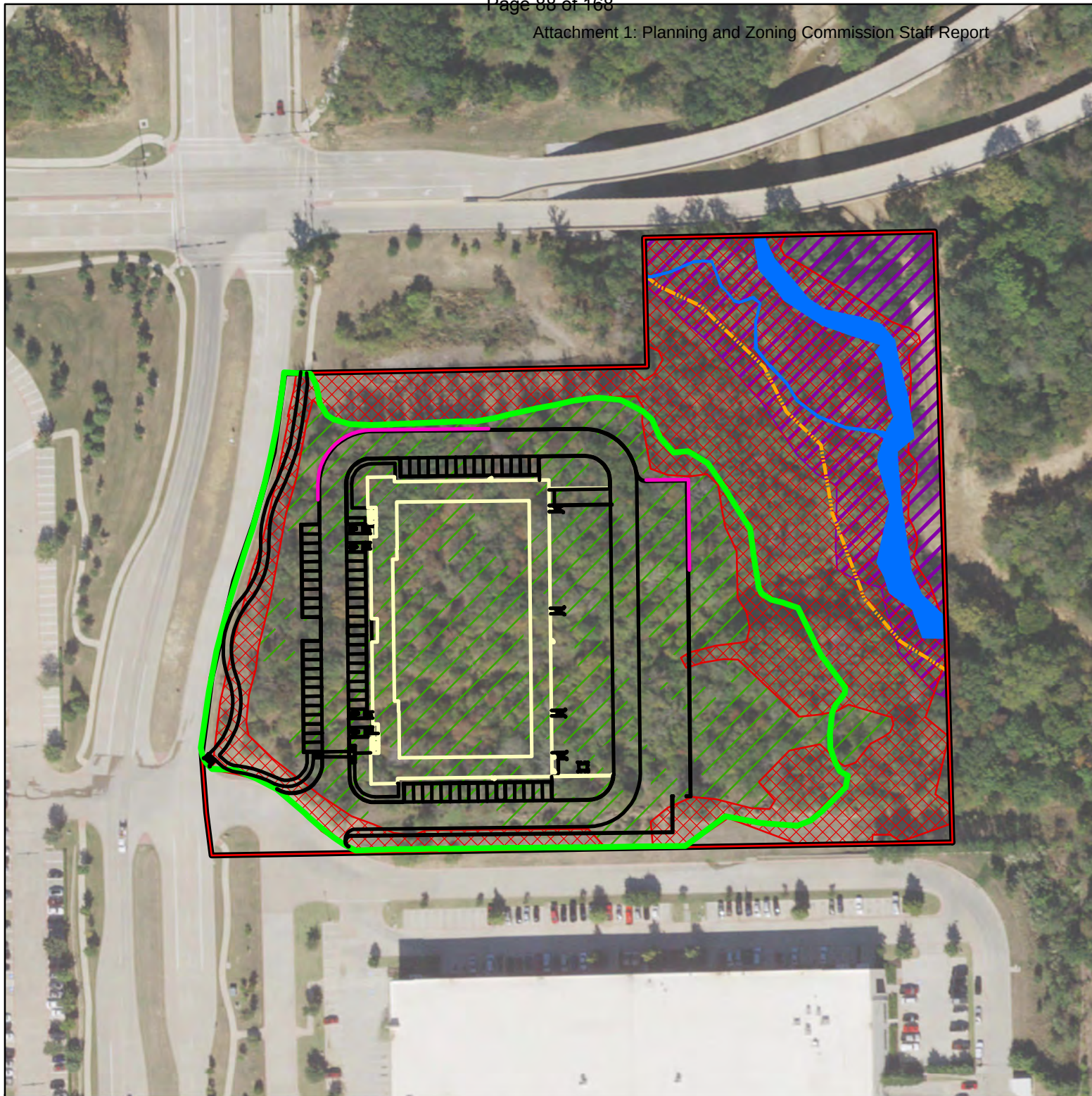
Riparian Habitat



Waters of the State



FEMA Floodplain Limits



**Figure 6.
Proposed Development**

Cornerstone I
Town of Flower Mound
Denton County, Texas

1 in = 0.025 miles
0 0.0125 0.025
Miles



File Ref. 04.002.081
Date: 7/18/2017

Legend

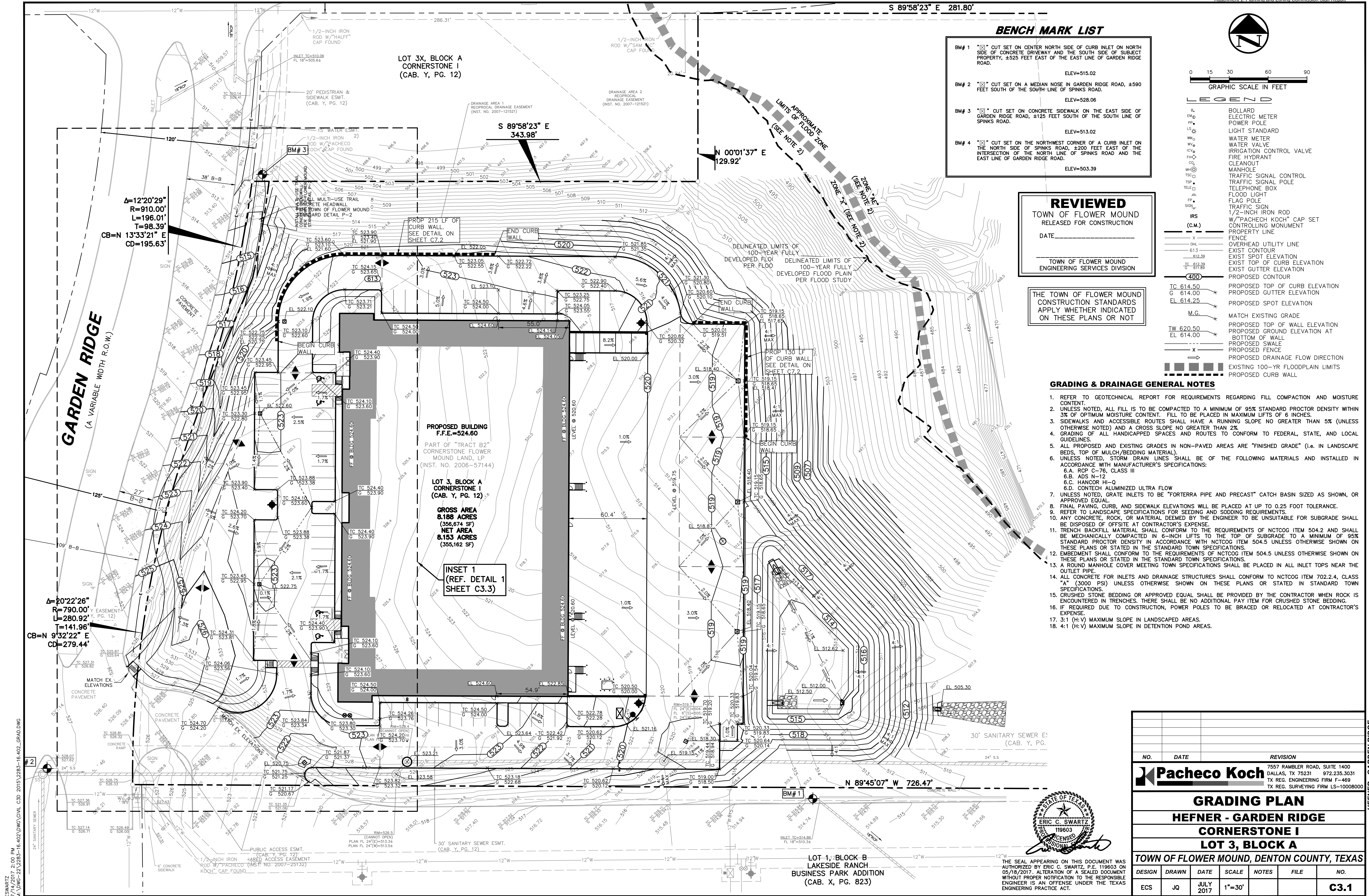
Project Area

Site Plan

- Retaining Walls
- Pavement
- Limits of Grading
- Boundary Building

Environmentally Sensitive Areas

- >12 percent slope
- 5 to 12 percent slope
- Riparian Habitat
- FEMA Floodplain Limits
- Waters of the State



ATTACHMENT B
Representative Photographs



Photograph Location Map

Cornerstone I
Town of Flower Mound
Denton County, Texas

0 0.0125 0.025
1 in = 0.025 miles
Miles



File Ref. 04.002.081
Date: 7/18/2017

Legend

- Project Area
- Photograph Locations



Photograph 1



Photograph 2



Photograph 3



Photograph 4



Photograph 5



Photograph 6



Photograph 7



Photograph 8



Photograph 9



Photograph 10



Photograph 11



Photograph 12



Photograph 13



Photograph 14



Photograph 15



Photograph 16



Photograph 17



Photograph 18



Photograph 19



Photograph 20



Photograph 21



Photograph 22



Photograph 23



Photograph 24



Photograph 25



Photograph 26



Photograph 27



Photograph 28



Photograph 29



Photograph 30



Photograph 31



Photograph 32



Photograph 33



Photograph 34



Photograph 35



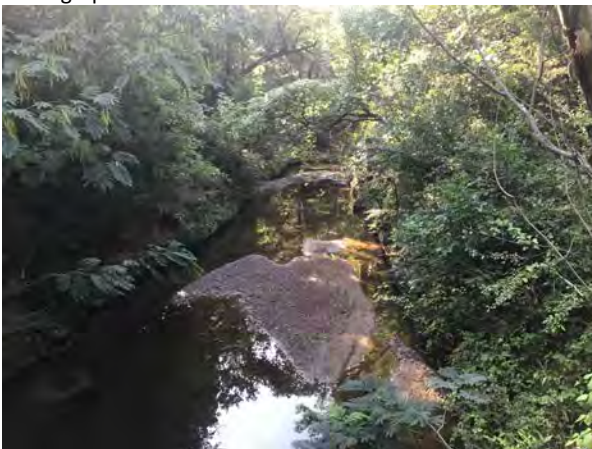
Photograph 36



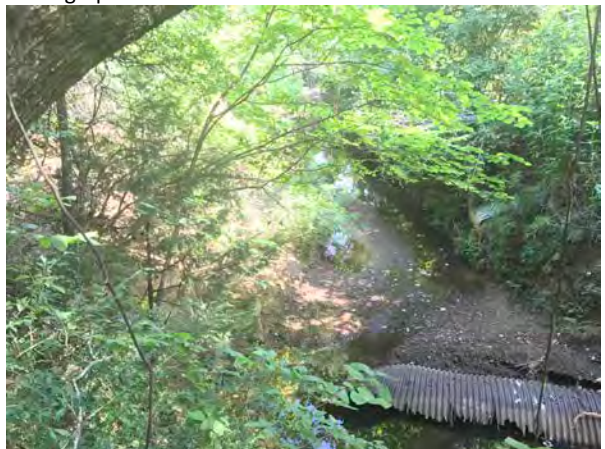
Photograph 37



Photograph 38



Photograph 39



Photograph 40

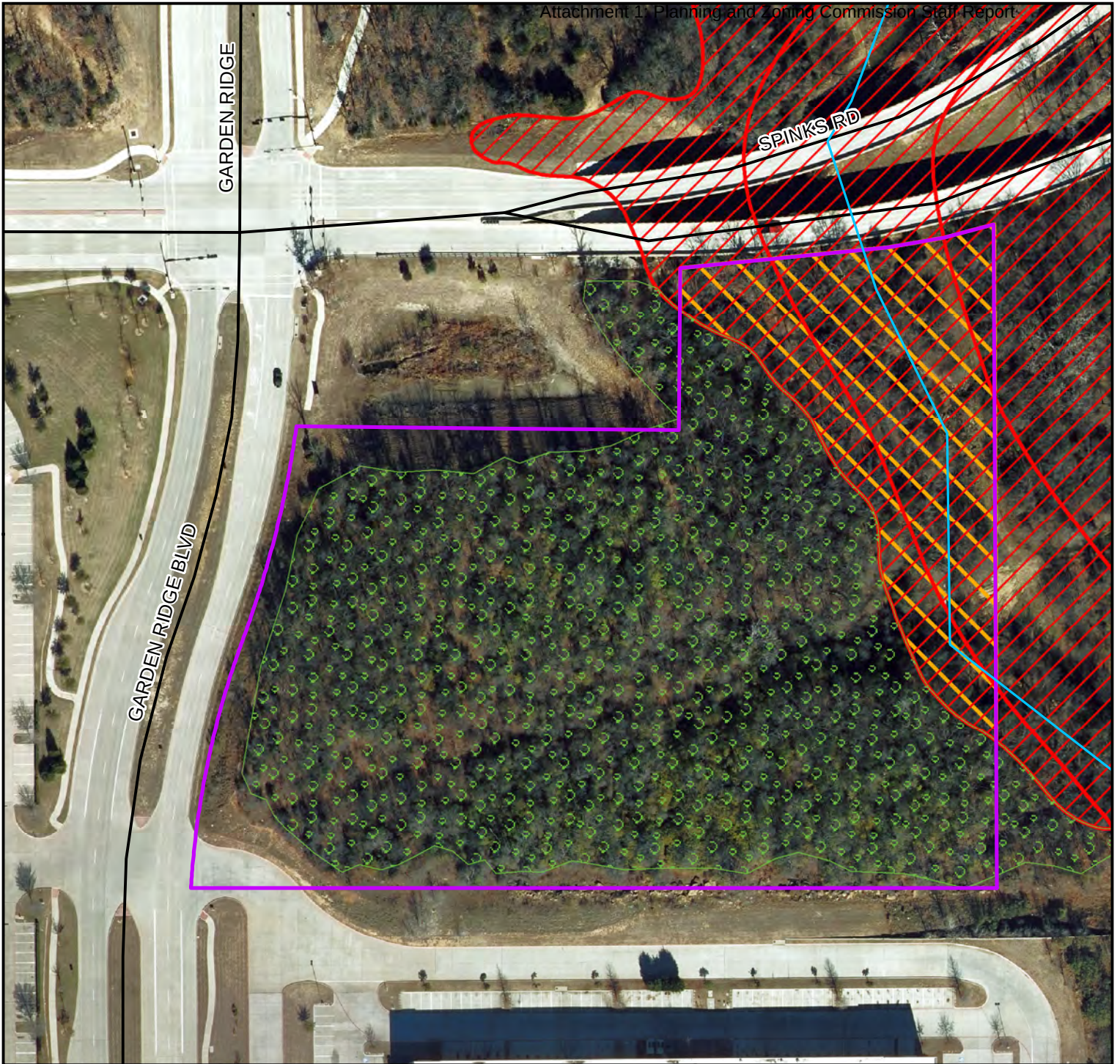
ATTACHMENT C
Flower Mound's ESA Survey



Environmentally Sensitive Area Survey

Property Name: Hefner Garden Ridge		Contact: Eric Schwartz, with Pacheco Koch
Property Address: Generally located south of Spinks Road and east of Garden Ridge Road		
Environmentally Sensitive Area Criteria	ESA Criteria Description & Notes	
<u>Upland Habitat</u> Criteria Present? ☐ Yes ☒ No	While the site is heavily forested with cedar elm, post oak and blackjack oak trees, there is not enough area (10+ contiguous acres) to meet the definition of Upland Habitat.	
<u>Riparian Habitat</u> Criteria Present? ☒ Yes ☐ No	The Riparian Habitat on this site is fully encompassed within the 100-year Floodplain along on the east side of the property.	
<u>Prairie Habitat</u> Criteria Present? ☐ Yes ☒ No	Indian Grass and Little Bluestem was observed on this site, but there were just a few bunches here and there, but nothing that meets the definition of Prairie Habit.	
<u>Waters of the State</u> Criteria Present? ☒ Yes ☐ No	Bakers Branch cuts through a portion of the east side of the property.	
<u>Floodplain</u> Criteria Present? ☒ Yes ☐ No	The FEMA floodplain is shown on the east side of this property, in association with Bakers Branch.	
<u>Wetlands</u> Criteria Present? ☐ Yes ☒ No	None	
<u>Water Impoundment Protection</u> Criteria Present? ☐ Yes ☒ No	None	
<u>Topographical Slope Protection</u> Criteria Present? ☒ Yes ☐ No	There are several areas on the site with significant slope ($\geq 5\%$). The estimated location of these areas is shown on the slope map provided. This map shows areas where these slope conditions could exist. This data is not exact and is meant to be used as a guide. Based on Town staff's review, there is a potential impact to slopes exceeding 12% on the north side of the property. The Town's SMARTGrowth Program allows modification of slopes between 5% and 12% - but only up to 5 feet outside the footprint of the structure or structures being built. The objective of this provision of SMARTGrowth is to preserve topographic features and the topographic character of each site, and to avoid the "balancing" or flattening of sites. A thorough analysis to identify all areas on the site with slopes greater than or equal to 5% will need to be completed by the applicant's consultant and forwarded to Town staff for review.	
Action Steps/Additional Notes		
An EPP will be required since multiple ESAs were identified on this site. As mentioned above, the applicant's consultant must provide Town staff a thorough analysis of all areas on the site with slopes greater than or equal to 5% and what measures will be taken to mitigate impacts to those areas based on the proposed development. The construction plans will need to show that the developer is working with existing slopes on the site. The applicant needs to demonstrate that the development complies with the topographic slope requirements found in the Town's SMARTGrowth Program – Environmental Quality Section.		
EPP Required? ☒ Yes ☐ No	<u>Attachments</u> ☒ Site Orthographic Aerial Photograph ☐ Other:	
EPP Consultant: N/A		
Submitted by: (print)		Signature & Date:

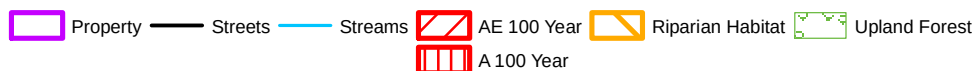
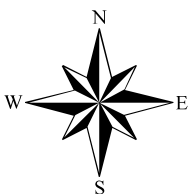
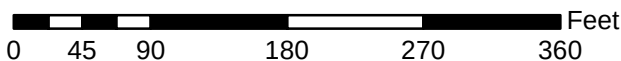
James Hoefert		James Hoefert	2/28/2016
Forwarded to EPP Consultant: N/A	Filed with Development Services & Environmental Services	Last Modified: 2/28/2016	



Environmentally Sensitive Area Survey Hefner Garden Ridge

Map Created: February 28, 2017
Environmental Services Department
Town of Flower Mound

1 inch = 127 feet



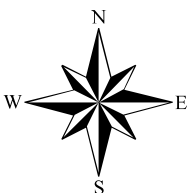


Hefner Garden Ridge - Slope Map

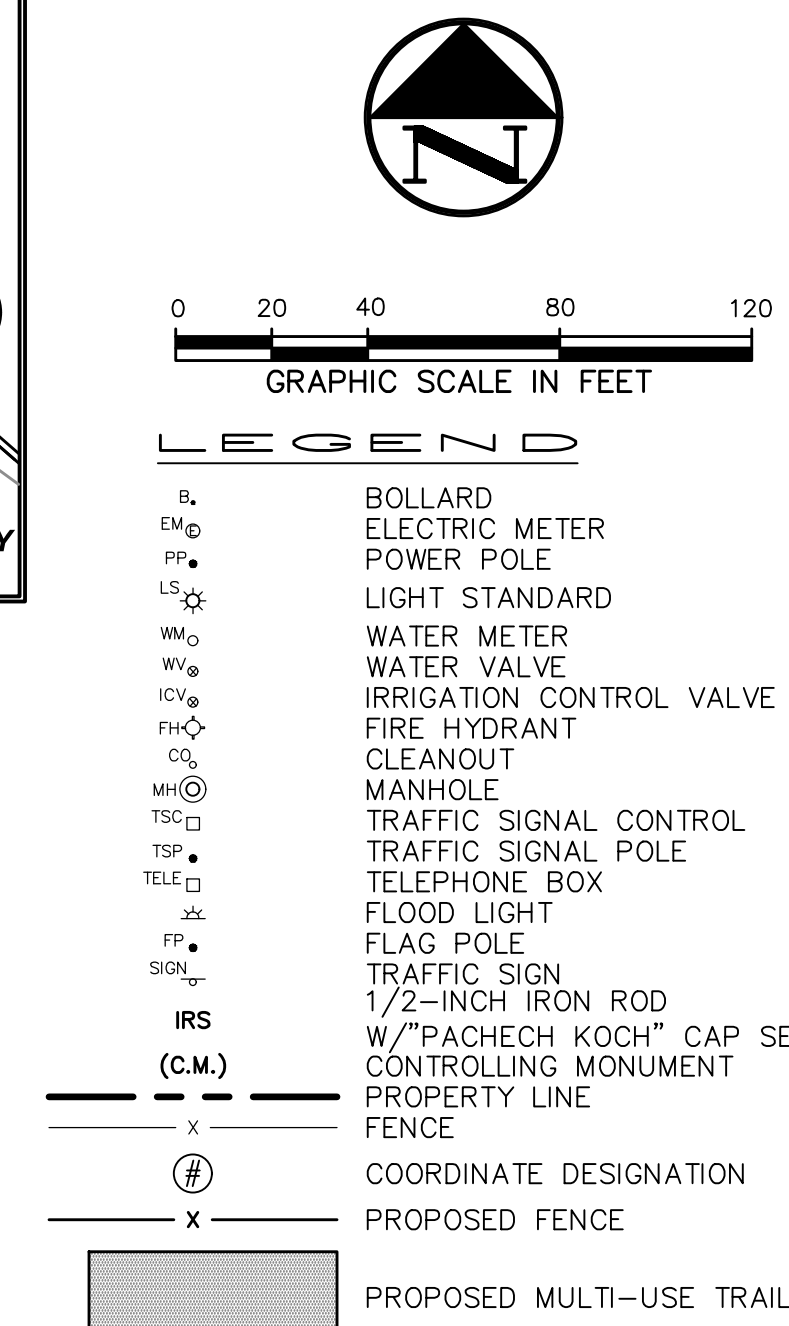
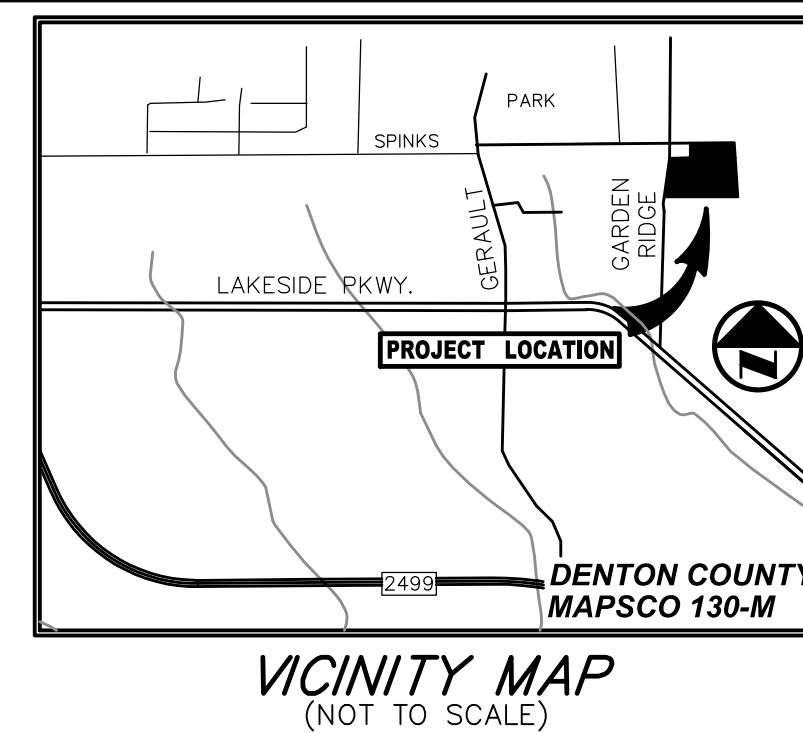
Map Created: February 28, 2017
Environmental Services Department
Town of Flower Mound

1 inch = 125 feet

0 45 90 180 270 360 Feet



 Property  Streets **Slope Percent**  < 5.0  > 5.0 - 12.0  > 12.0



<u>SITE DATA TABLE</u>		
PHYSICAL ADDRESS	SEC. GARDEN RIDGE AND SPINKS DRIVE	
GROSS SITE AREA	356,674 S.F. (8.188 AC.)	
NET SITE AREA	355,162 S.F. (8.153 AC.)	
ZONING		
CURRENT ZONING	PD-44/TRACT 6-INDUSTRIAL 2	
CURRENT USE	UNDEVELOPED	
PROPOSED USE	WAREHOUSE	
LAND USE INFORMATION	LAKESIDE BUSINESS DISTRICT	
LOT COVERAGE DATA (NET AREA)		
BUILDING COVERAGE	14.27% / 50,695 S.F.	
IMPERVIOUS AREA	39.86% / 141,560 S.F.	
PERVIOUS AREA	60.14% / 213,602 S.F.	
BUILDING	1 STORY--WAREHOUSE	
PEAK PARAPET HEIGHT	35'	
PEAK ROOF HEIGHT	30'-7"	
TOTAL BUILDING AREA	50,695 S.F.	
WAREHOUSE USE	76% / 38,535 S.F.	
OFFICE USE	24% / 12,160 S.F.	
PHASE	SINGLE PHASE	
PARKING SUMMARY	REQUIRED	PROVIDED
OFFICE (12,160 S.F.)	1: 300 = 41	
WAREHOUSE (38,535 S.F.)	1: 2000 = 19	
TOTAL PARKING	60	72
A.D.A. HANDICAP PARKING	51-75=3	4

SITE DATA NOTES

1. BUILDING USE PERCENTAGES SHOWN ABOVE FOR OFFICE AND INDUSTRIAL OCCUPANCY ARE ESTIMATED AND MAY NOT REPRESENT ULTIMATE CONDITIONS AT TIME OF OCCUPANCY. ULTIMATE CONDITIONS WILL BE DETERMINED ONCE BUILDINGS ARE LEASED BY TENANTS
2. THE DRAINAGE EASEMENT AS DELINEATED ON THIS SITE PLAN IS TO BE KEPT IN ITS NATURAL STATE AND MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

DETENTION FACILITY NOTES

1. UPKEEP AND MAINTENANCE OF THE PRIVATE DETENTION FACILITY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
2. UPKEEP AND MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
 - 2.1. GRASS AND GROUND COVER SHALL BE KEPT TO A HEIGHT RECOMMENDED BY TOWN ORDINANCE.
 - 2.2. THE DETENTION FACILITY SHALL BE KEPT FREE OF DEBRIS AND LITTER, WITH PARTICULAR ATTENTION GIVEN TO KEEPING THE OUTLET STRUCTURE CLEAR AT ALL TIMES.
 - 2.3. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE FACILITY AS REQUIRED TO ENSURE THAT THERE IS NO REDUCTION IN DETENTION OR RETENTION CAPACITY.
3. NO DUMPING OF ANY TYPE IS PERMITTED WITHIN THE DETENTION POND AREA.

NO.	DATE	REVISION



Pacheco Koch

7557 RAMBLER ROAD, SUITE 1400 -
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-460
TX REG. SURVEYING FIRM LS-100090

SITE PLAN
HEFNER - GARDEN RIDGE
CORNERSTONE I
LOT 3, BLOCK A

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXA						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
ECS	JQ	AUGUST 2017	1"=40'			C1.1

REVIEWED TOWN OF FLOWER MOUND RELEASED FOR CONSTRUCTION DATE _____ _____ TOWN OF FLOWER MOUND ENGINEERING SERVICES DIVISION

THE TOWN OF FLOWER MOUND
CONSTRUCTION STANDARDS
APPLY WHETHER INDICATED
ON THESE PLANS OR NOT

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY ERIC C. SWARTZ, P.E. 119603 ON
05/18/2017. ALTERATION OF A SEALED DOCUMENT
WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE
ENGINEER IS AN OFFENSE UNDER THE TEXAS
ENGINEERING PRACTICE ACT.

GENERAL FLOWER MOUND NOTES

1. ALL MATERIALS AND CONSTRUCTION WITHIN EASEMENTS AND R.O.W. SHALL CONFORM TO THE TOWN OF FLOWER MOUND'S DESIGN CRITERIA AND CONSTRUCTION STANDARDS AND CONSTRUCTION DETAILS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS. LATEST EDITION.
2. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.
3. EROSION CONTROLS SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRODUCING ANY REQUIRED TRENCH SAFETY PLAN OR TRAFFIC CONTROL PLAN.
6. CONTRACTOR SHALL SUBMIT RETAINING WALL PLANS DESIGNED AND SEALED BY A STRUCTURAL ENGINEER FOR PERMITTING PRIOR TO CONSTRUCTION OF ANY WALL OVER 4' IN HEIGHT, MEASURED FROM

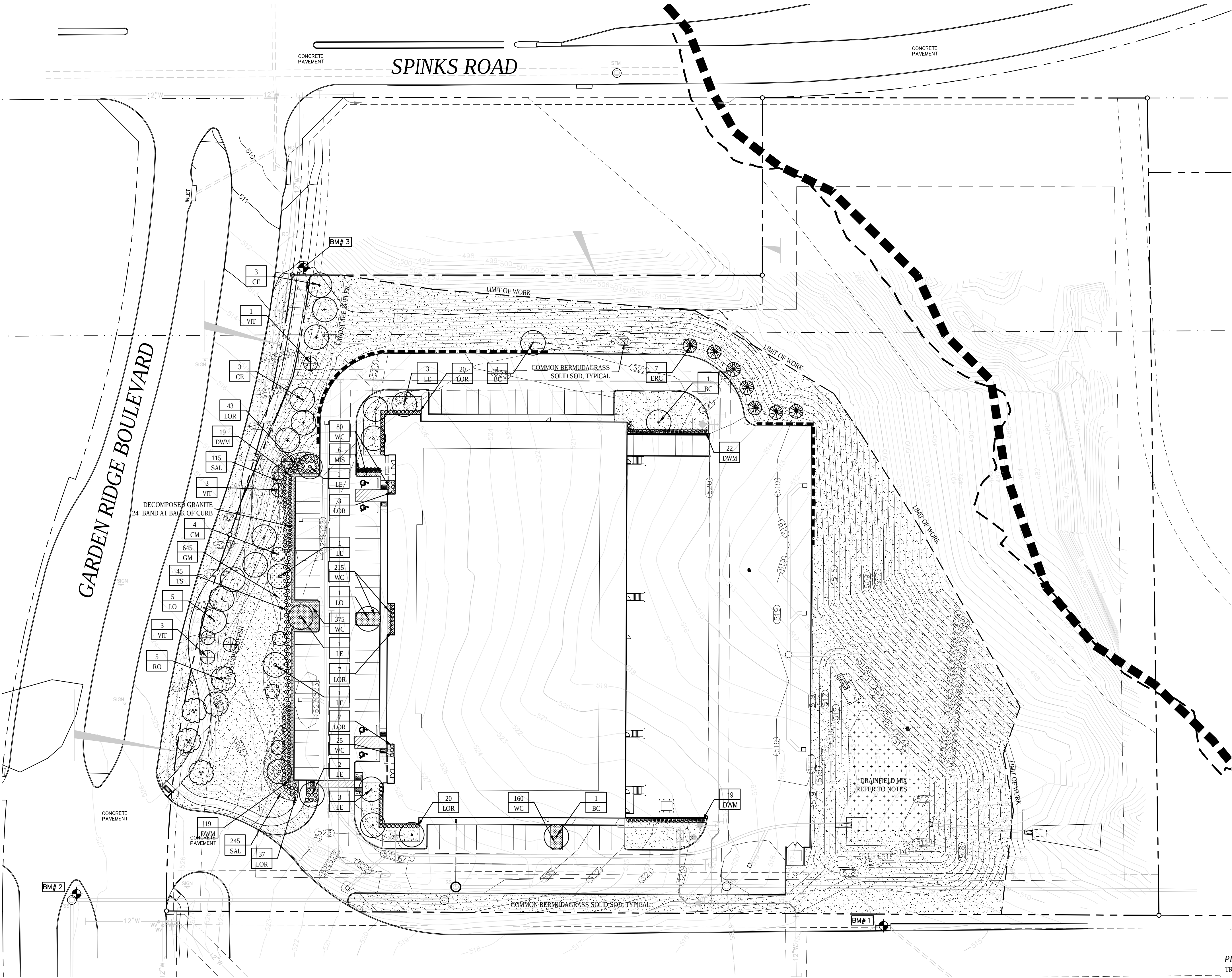
TOP OF WALL TO BOTTOM OF FOOTING.

7. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
8. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
9. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
10. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
11. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
12. SIGNAGE REPRESENTED ON THE PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND WILL REQUIRE A SEPARATE PERMIT.
13. ALL UTILITIES LOCATED OUTSIDE OF EASEMENTS AND R.O.W. REQUIRED FOR THE DEVELOPMENT OF THIS PROJECT ARE TO BE PRIVATELY MAINTAINED.
14. ADDITIONAL COMMENTS: THE LOCATION OF ANY SITE CONCRETE, INCLUDING PARKING LOTS, FIRE LANE, AND SITE SIDEWALKS NOT LOCATED IN THE RIGHT-OF-WAY A BUILDING PERMIT WHICH INCLUDES SITE PLUMBING, SITE ELECTRICAL, LIGHT POLE BASE DETAILS, LIGHT STANDARD HEIGHTS, AND PHOTOMETRIC DRAWING MUST BE ISSUED TO THE TOWN OF FLOWER MOUND BUILDING INSPECTION DIVISION.

OWNER/DEVELOPER
JAMES CURT HEFNER
HPFT GARDEN RIDGE, LLC
8333 DOUGLAS AVENUE,
SUITE 1350
DALLAS, TX. 75225
PH (214) 855-2953

ENGINEER
ERIC C. SWARTZ, P.E.
PACHECO KOCH
7557 RAMBLER ROAD
SUITE 1400
DALLAS, TX. 75231
PH (972) 235-3031

ESWARTZ
8/14/2017 10:44 AM
M:\DWG-22\2283-16.402\DWG\CIVIL C3D 2015\2283-16.402 SITE.DWG



NOTE 1:
Contact Joshua Brown, Parks Supervisor at (972) 874-6428,
or John Habern, Parks, Trails, and Landscape specialist,
at (972) 874-6346 prior to beginning any work in the town's R.O.W.

Contractor is responsible for identifying and protecting all town
irrigation systems and plant material.

Contractor is responsible for repairing any damage to existing town
irrigation systems.

Any existing irrigation (Raw water line / purple pipe) in public ROW
shall be restored to its original condition

Any new irrigation in the public R.O.W. shall be purple pipe and shall
have purple valves box lids, purple bobbles, purple drip tubing, and
purple caps on all irrigation heads. R.O.W irrigation shall be on
separate valves from the remainder of the system.

Irrigation plans are not approved at this time. A licensed irrigator must
apply for a permit through the building department. The plans will be
approved at the time the permit is pulled.

NOTE 2:
Smallest parking lot island with tree = 141 s.f.

LANDSCAPE TABULATIONS

Street Yard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Min. 20% of street yard	52,972.89	10,594.58	22,414.25
Street Yard Trees			
Standard	Total Street Yard (Square Feet)	Required	Provided
10,000 - 110,000 10 trees for first 10,000 Max (1) per 2,500 to excess of 10,000 s.f.	Garden Ridge Boulevard 52,972.89	27	27
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 per 30 L.F.	Garden Ridge Boulevard 489.90	16	16
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	105	788	2,400
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 per 10 spaces	105	11	11

DRAINFIELD MIX LAWN NOTES

- Insulation of Drainfield Mix to be performed by hydro-seeding.
- Final grades to be smooth and level free of debris, rocks over 1" and shall have no ruts or depressions, grading per civil plans.
- Install the following mix at the specified rate of 90 pounds acre or per manufacturers recommendations.
- Seed mix available from Native American Seed:
1 800 728 4993.

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

- Fine grade areas to achieve final contours indicated on civil plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation
- Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

SOLID SOD NOTES

- Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
- Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- Water sod thoroughly as sod operation progresses.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
- If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

PLANT LIST

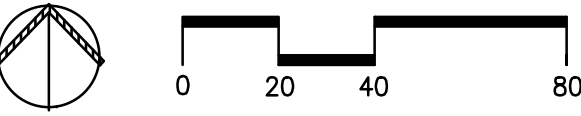
TREES					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
3	BC	Bald Cypress	<i>Taxodium distichum</i>	3' cal.	container, 12" ht., 4" spread min., 5' clear trunk
6	CE	Cedar Elm	<i>Ulmus crassifolia</i>	3' cal.	B&B, 12" ht., 4" spread min., 5' clear trunk
4	CM	Crape Myrtle	<i>Lagerstroemia indica</i>	8' ht.	container grown, 3-5 trunk, no cross canes, 4" spread, matching
7	ERC	Eastern Red Cedar	<i>Juniperus virginiana</i>	8' ht.	B&B, 8' ht., full to base
6	LE	Lacebark Elm	<i>Ulmus parvifolia</i>	3' cal.	container, 12" ht., 4" spread min., 5' clear trunk
6	LO	Live Oak	<i>Quercus virginiana</i>	3' cal.	container, 12" ht., 4" spread min., 5' clear trunk
5	RO	Red Oak	<i>Quercus shumardii</i>	3' cal.	container, 12" ht., 4" spread min., 5' clear trunk
7	VIT	Virex	<i>Viex agnus-castus</i>	8' ht.	container grown, 4" spread, 3 trunk min.
SHRUBS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
79	DWM	Dwarf Wax Myrtle	<i>Myrica pusilla</i>	5 gal.	container full, 36" o.c.
645	GM	Pink Gull Muhly	<i>Muhlenbergia capillaris</i>	5 gal.	container full, 24" o.c.
137	LOR	Loropetalum	<i>Loropetalum chinensis</i>	5 gal.	container full, 36" o.c.
6	MIS	Miscanthus	<i>Miscanthus sinensis 'Gracillimus'</i>	5 gal.	container full, 36" o.c.
360	SAL	Salvia	<i>Salvia greggii</i>	3 gal.	container full, 24" o.c.
45	TS	Compact Texas Sage	<i>Leucophyllum frutescens 'Compacta'</i>	5 gal.	container full, 36" o.c.
GROUNDCOVERS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
855	WC	Purple Wintercreeper Common Bermudagrass	<i>Enonymus fortunei</i> <i>Cynodon dactylon</i>	4" pots	container, 3-5 (12") runners min., 12" o.c. Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums.
All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

REVIEWED
TOWN OF FLOWER MOUND
RELEASED FOR CONSTRUCTION
DATE _____
TOWN OF FLOWER MOUND
ENGINEERING SERVICES DIVISION

THE TOWN OF FLOWER MOUND
CONSTRUCTION STANDARDS
APPLY WHETHER INDICATED
ON THESE PLANS OR NOT

01 LANDSCAPE SITE PLAN
SCALE: 1" = 40'-0"



smr
landscape architects, inc.
1708 N. Griffin Street Dallas, Texas 75202
Tel 214.871.0083 Fax 214.871.0545
Email smr@smr-la.com

HEFNER
GARDEN RIDGE
FLOWER MOUND, TEXAS



Issue For:

☐ Design Development
☐ Progress
☐ Bidding
☒ Permit
☐ Construction

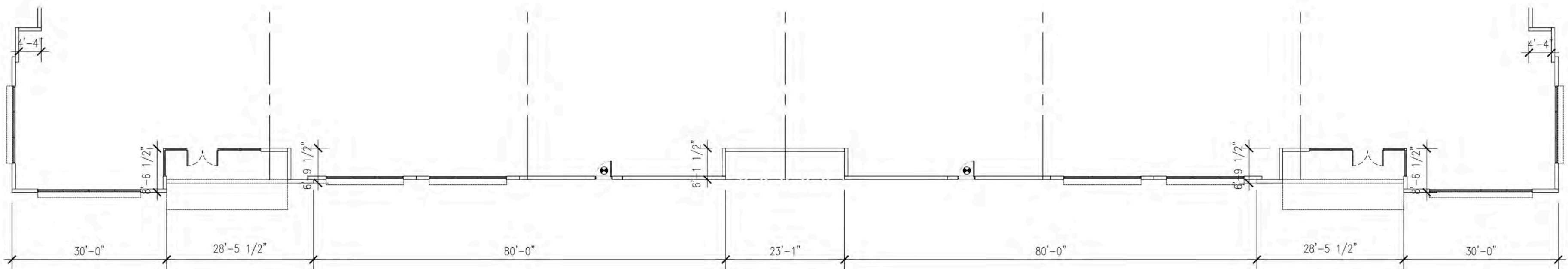
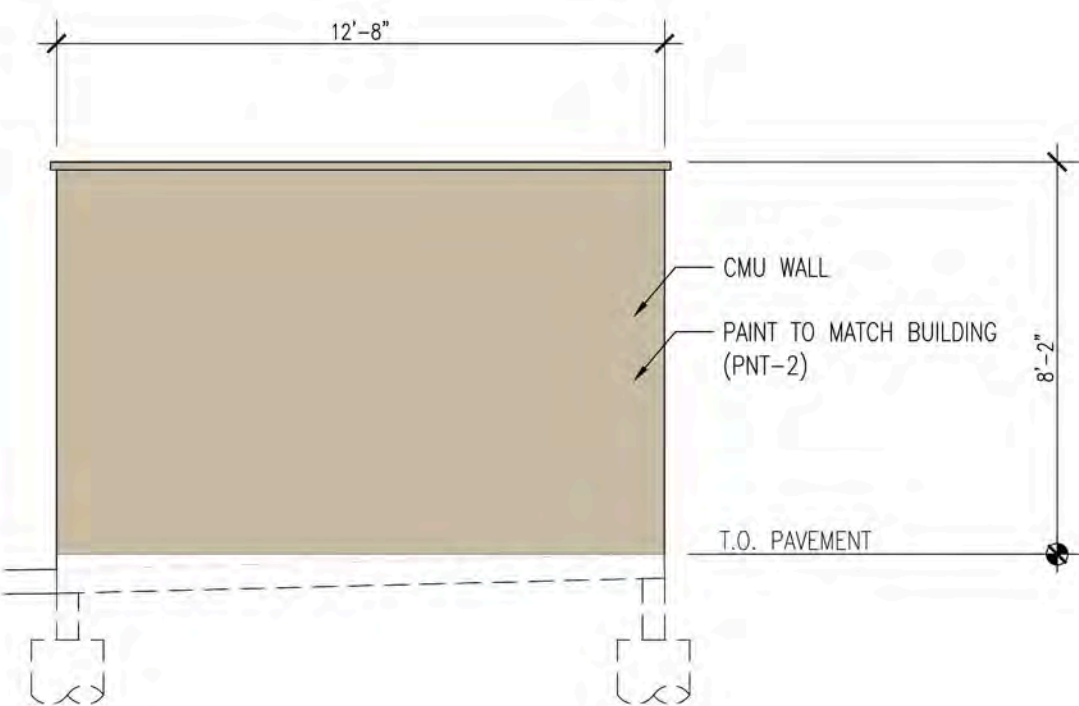
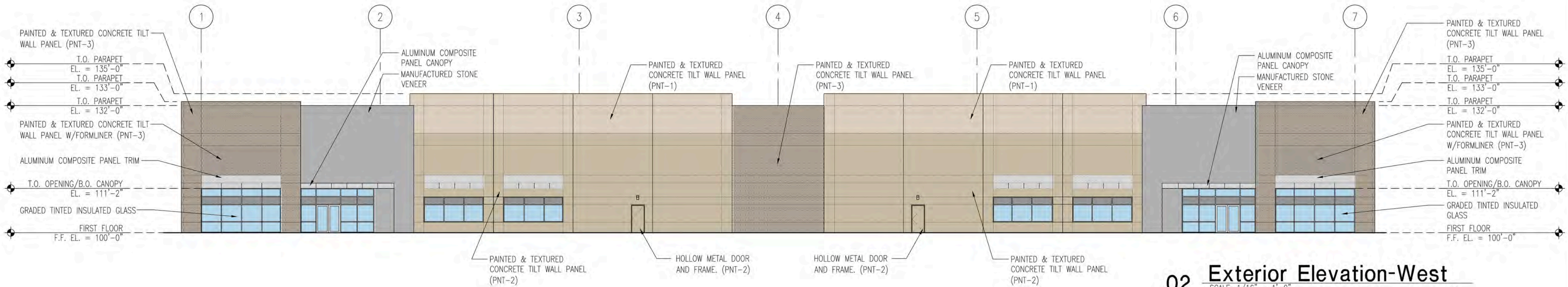
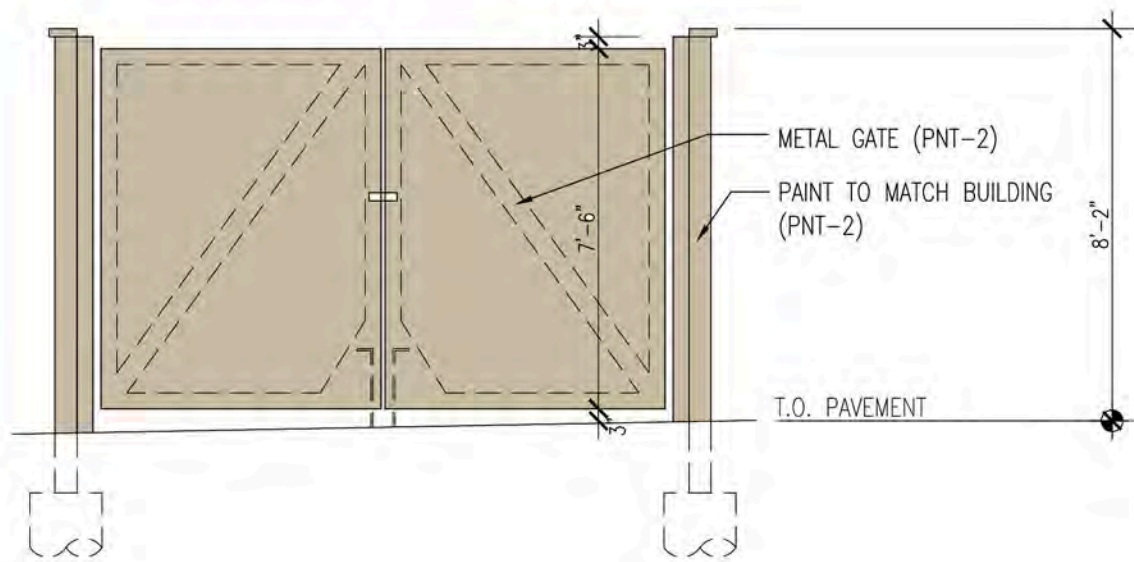
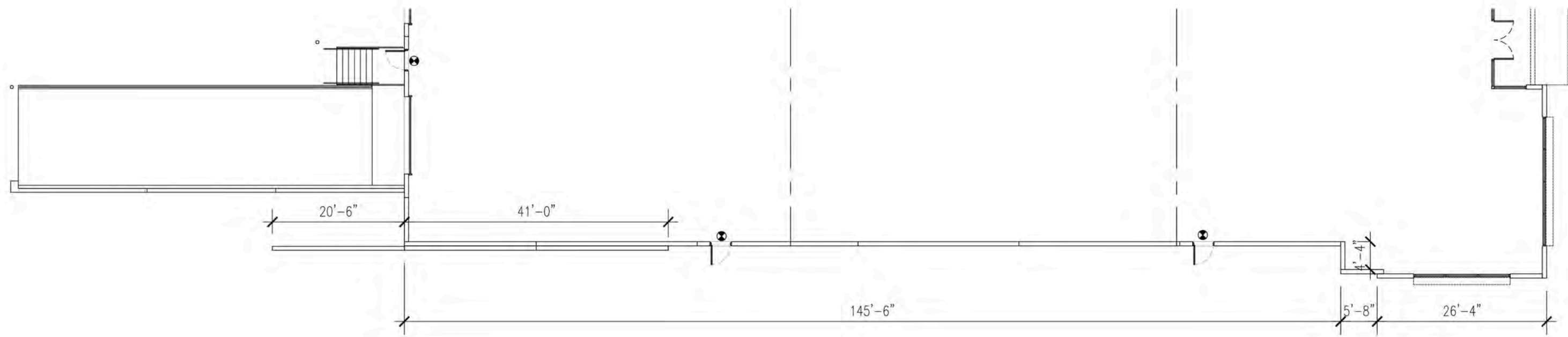
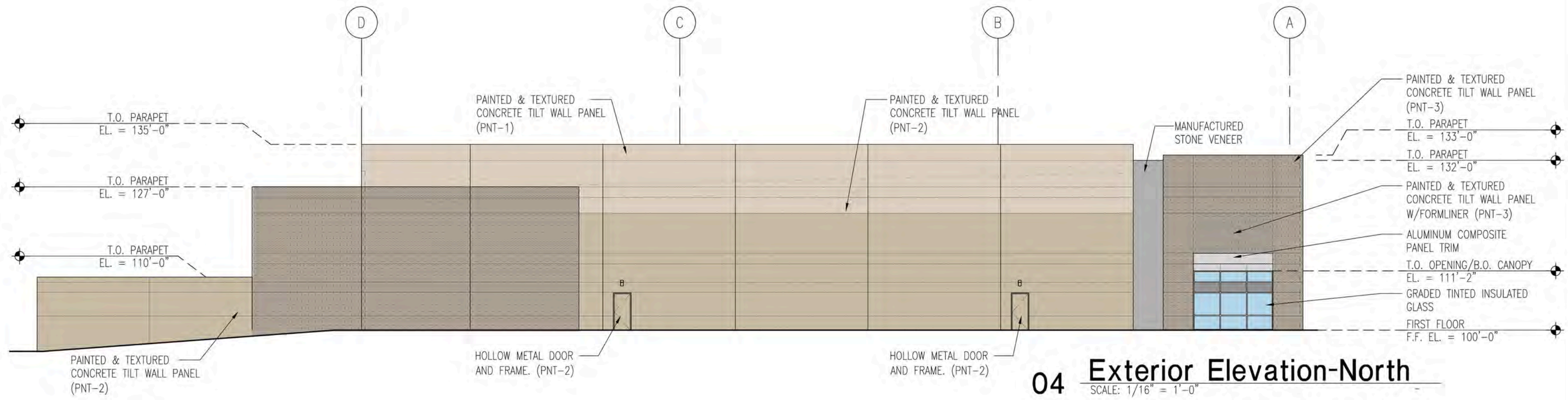
Original Issue Date:
01.31.2017

△
△
△
△

Sheet Description:
LANDSCAPE
SITE PLAN
L1.01

FINISH LEGEND	
	ALUMINUM COMPOSITE PANEL
	MANUFACTURED STONE VENEER
	FORMLINER

NATURAL MATERIAL CALCULATIONS					
No.		North	South	East	West
1.	Total Facade S.F.	8,196 SF	7,638 SF	9,872 SF	11,531 SF
2.	Facade S.F. (Exclusive of doors & Windows)	7,955 SF	5,280 SF	8,148 SF	10,246 SF
3.	Doors & Windows S.F.	214 SF	214 SF	1,724 SF	1,285 SF
4.	Primary Masonry Totals (Min. 80%)	7,955 SF	5,280 SF	8,148 SF	10,246 SF
	-Brick S.F. (As Applicable)	N/A	N/A	N/A	N/A
	-Stone S.F. (As Applicable)	204 SF	204 SF	0 SF	1,574 SF
	-Tilt Wall S.F. (As Applicable)	7,178 SF	7,178 SF	8,148 SF	8,275 SF
	-Stucco S.F. (As Applicable)	N/A	N/A	N/A	N/A
5.	Secondary Masonry Totals (Max. 20%)	50 SF	50 SF	0 SF	660 SF
	-EIFS S.F. (As Applicable)	0 SF	0 SF	0 SF	256 SF
	-Hardiplanks S.F. (As Applicable)	N/A	N/A	N/A	N/A
	-Detail Any Additional (A.C.M.)	50 SF	50 SF	0 SF	404 SF



Hefner-Garden Ridge
FLOWER MOUND, TEXAS
ADDITIONAL INFORMATION

Hefner
Properties
8333 Douglas Ave. Suite 1350
Dallas, Texas 75225
P: 214. 855. 2853

HEFNER
PROPERTIES

gsr andrade
ARCHITECTS
4121 Commerce St. Ste. 1
Dallas, Texas 75226
P 214.824.7040
F 214.887.0559

copyright 2008 gsr andrade architects, inc.

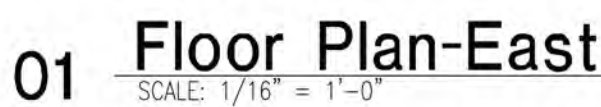
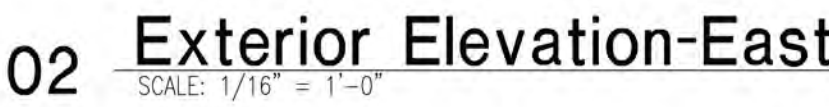
INTERIM REVIEW DOCUMENTS
This document is preliminary
and is not intended for
Regulatory Approval, Permit, or
Construction Purposes.
This document is issued under
the authority of Fernando
Andrade, 17868 on 07-12-2017

Revisions:	
01.20.17	DRC Submittal
03.10.17	DRC Comments
07.12.17	DRC Comments

Date: 01.20.17
Project No. 2567
Drawn By:
Checked By:
Sheet Title:

Drawing No.
A4.00

NATURAL MATERIAL CALCULATIONS					
No.		North	South	East	West
1.	Total Facade S.F.	8,196 SF	7,638 SF	9,872 SF	11,531 SF
2.	Facade S.F. (Exclusive of doors & Windows)	7,955 SF	5,280 SF	8,148 SF	10,246 SF
3.	Doors & Windows S.F.	214 SF	214 SF	1,724 SF	1,285 SF
4.	Primary Masonry Totals (Min. 80%)	7,955 SF 90%	5,280 SF 97%	8,148 SF 83%	10,246 SF 84%
	-Brick S.F. (As Applicable)	N/A	N/A	N/A	N/A
	-Stone S.F. (As Applicable)	204 SF 2%	204 SF 3%	0 SF 0%	1,574 SF 13%
	-Tilt Wall S.F. (As Applicable)	7,178 SF 88%	7,178 SF 94%	8,148 SF 83%	8,275 SF 71%
	-Stucco S.F. (As Applicable)	N/A	N/A	N/A	N/A
	5.	Secondary Masonry Totals (Max. 20%)	50 SF 1%	50 SF 1%	0 SF 0%
	-EIFS S.F. (As Applicable)	0 SF 0%	0 SF 0%	0 SF 0%	256 SF 2%
	-Hardiplanks S.F. (As Applicable)	N/A	N/A	N/A	N/A
	-Detail Any Additional (A.C.M.)	50 SF 1%	50 SF 1%	0 SF 0%	404 SF 4%



Hefner-Garden Ridge

**Hefner
Properties**
3333 Douglas Ave. Suite 1350
Dallas, Texas 75225
P: 214. 855. 2953

HEFNER
PROPERTIES

sr | andrade
ARCHITECTS

121 Commerce St. Ste. 1
Dallas, Texas 75226
P 214.824.7040
F 214.887.0559

copyright 2012 © gsr | andrade architects, inc.

INTERIM REVIEW DOCUMENTS
This document is preliminary
and is not intended for
Regulatory Approval, Permit, or
Construction Purposes.
This document is issued under
the authority of Fernando
Andrade, 17868 on 07-12-2017

Revisions:	
11.20.17	DRC Submittal
13.10.17	DRC Comments
17.12.17	DRC Comments

ate:
01.20.17

Project No. _____

Drawn By:

Checked By: _____

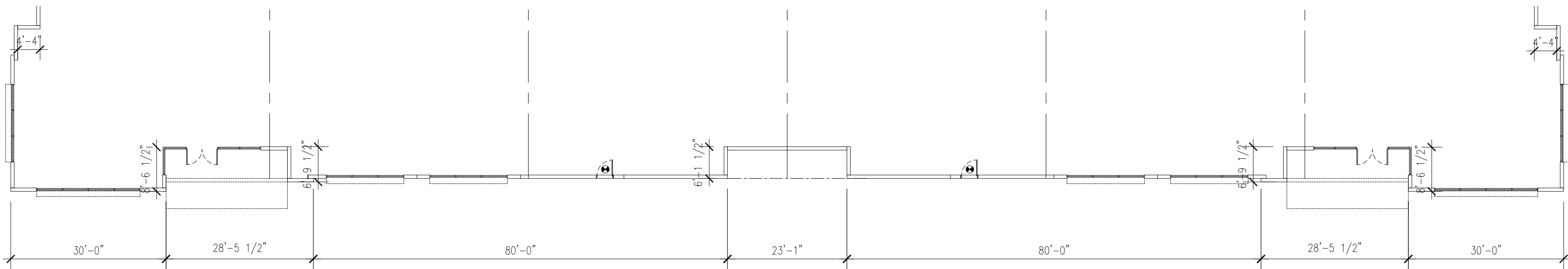
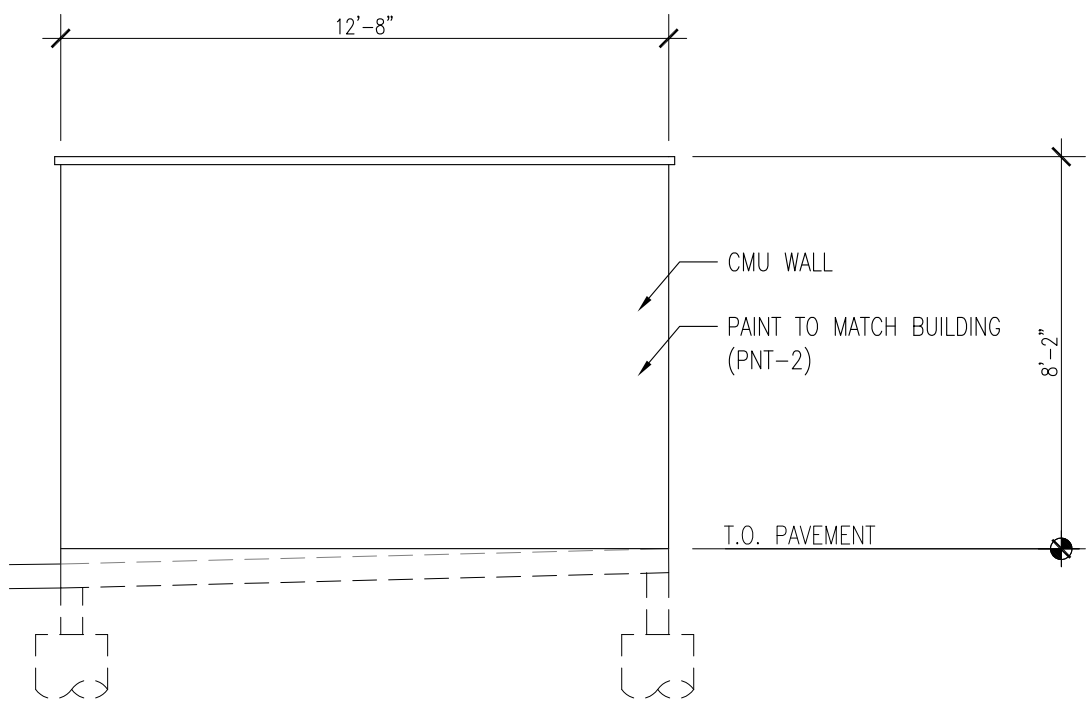
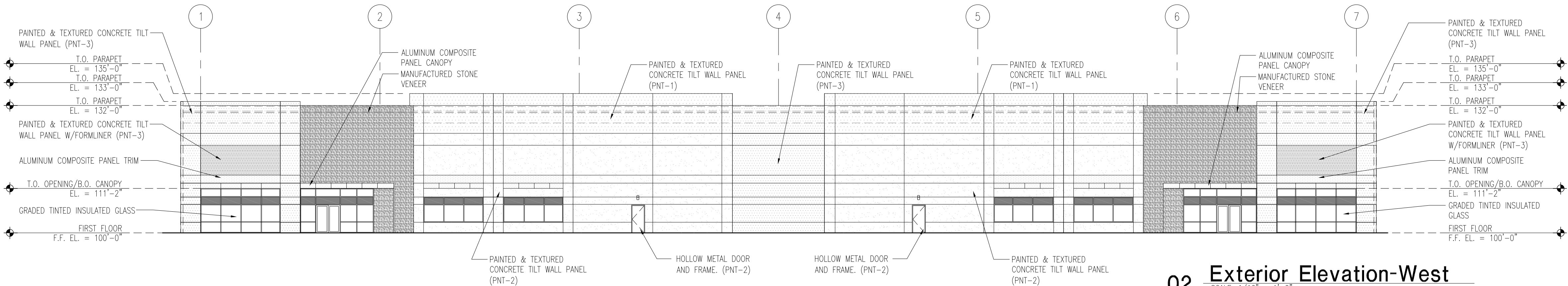
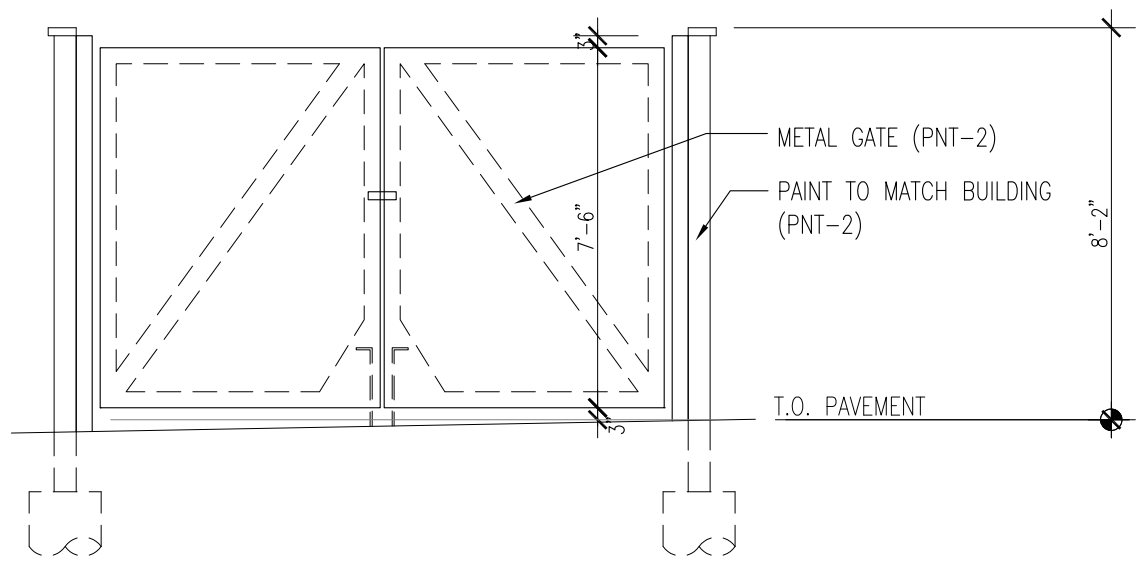
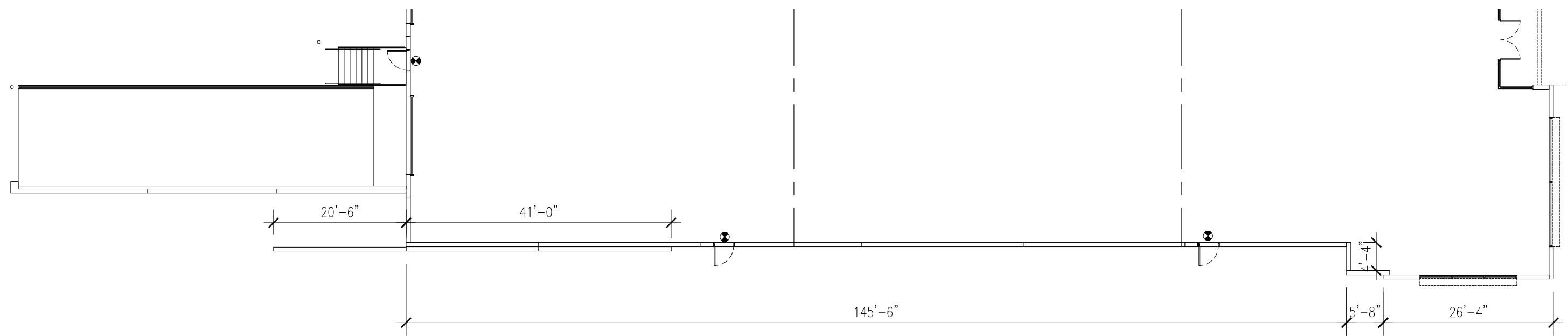
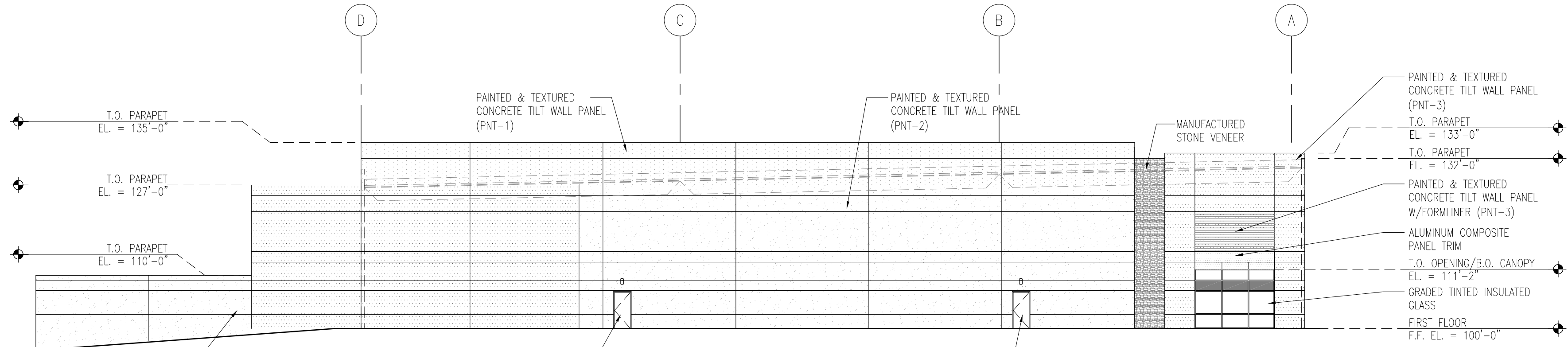
Sheet Title:

Drawing No:

A4.10

FINISH LEGEND			
	TILT-WALL PANELS, WITH ACRYLIC TEXTURED COATING - SW7531 CANVAS TAN PNT-1		ALUMINUM COMPOSITE PANEL
	TILT WALL PANELS, WITH ACRYLIC TEXTURED COATING - SW6149 RELAXED KHAKI PNT-2		MANUFACTURED STONE VENEER
	TILT WALL PANELS, WITH ACRYLIC TEXTURED COATING - SW7031 MEGA GREIGE PNT-3		FORMLINER

NATURAL MATERIAL CALCULATIONS					
No.		North	South	East	West
1.	Total Facade S.F.	8,196 SF	7,638 SF	9,872 SF	11,531 SF
2.	Facade S.F. (Exclusive of doors & Windows)	7,955 SF	5,280 SF	8,148 SF	10,246 SF
3.	Doors & Windows S.F.	214 SF	214 SF	1,724 SF	1,285 SF
4.	Primary Masonry Totals (Min. 80%)	7,955 SF	5,280 SF	8,148 SF	10,246 SF
	-Brick S.F. (As Applicable)	N/A	N/A	N/A	N/A
	-Stone S.F. (As Applicable)	204 SF	204 SF	0 SF	1,574 SF
	-Tilt Wall S.F. (As Applicable)	7,178 SF	7,178 SF	8,148 SF	8,275 SF
	-Stucco S.F. (As Applicable)	N/A	N/A	N/A	N/A
5.	Secondary Masonry Totals (Max. 20%)	50 SF	50 SF	0 SF	660 SF
	-EIFS S.F. (As Applicable)	0 SF	0 SF	0 SF	256 SF
	-Hardplanks S.F. (As Applicable)	N/A	N/A	N/A	N/A
	-Detail Any Additional (A.C.M.)	50 SF	50 SF	0 SF	404 SF
		1%	1%	0%	4%



Hefner-Garden Ridge
FLOWER MOUND, TEXAS
ADDITIONAL INFORMATION

Hefner
Properties
8333 Douglas Ave. Suite 1350
Dallas, Texas 75225
P: 214. 855. 2853

HEFNER
PROPERTIES

gsr | andrade
ARCHITECTS

4121 Commerce St. Ste. 1
Dallas, Texas 75226
P 214.824.7040
F 214.887.0559

copyright 2010 gsr | andrade architects, inc.

INTERIM REVIEW DOCUMENTS
This document is preliminary
and is not intended for
Regulatory Approval, Permit, or
Construction Purposes.
This document is issued under
the authority of Fernando
Andrade, 17868 on 07-12-2017

Revisions:	
01.20.17	DRC Submittal
03.10.17	DRC Comments
07.12.17	DRC Comments

Date:
01.20.17

Project No.
2567

Drawn By:

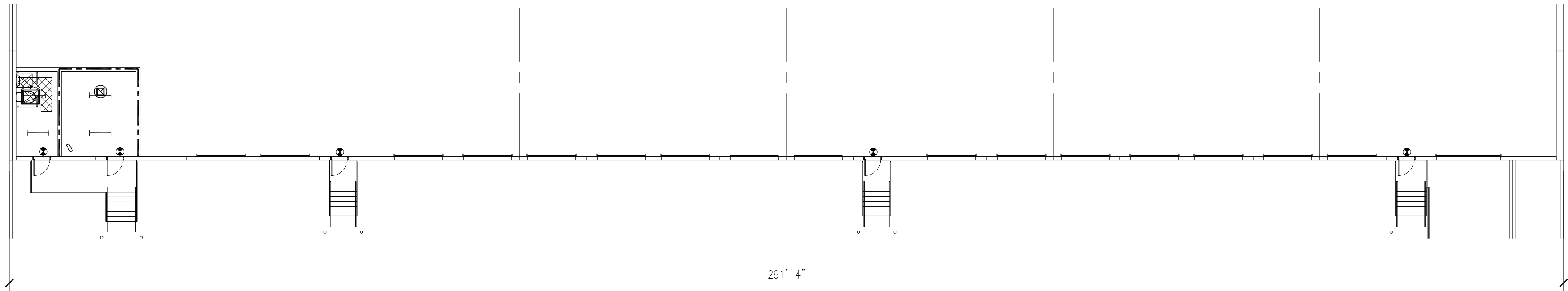
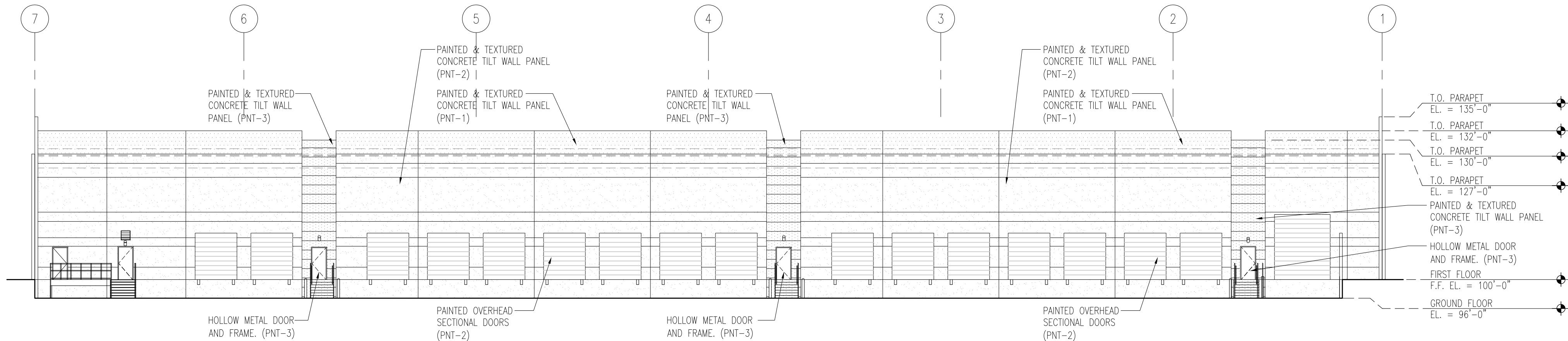
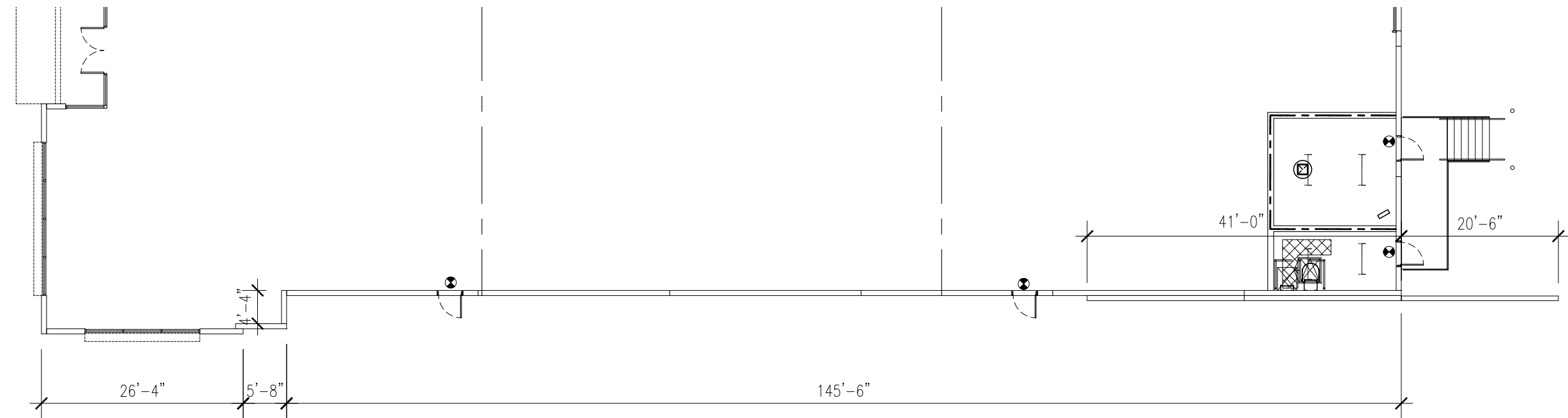
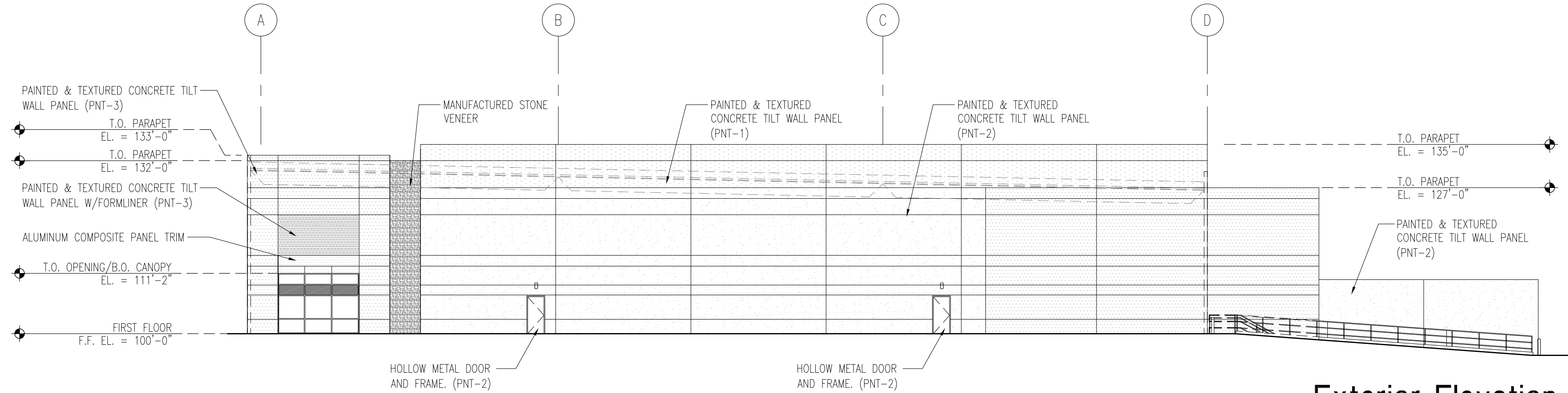
Checked By:

Sheet Title:

Drawing No:
A4.00

FINISH LEGEND			
	TILT-WALL PANELS, WITH ACRYLIC TEXTURED COATING - SW7531 CANVAS TAN PNT-1		ALUMINUM COMPOSITE PANEL
	TILT WALL PANELS, WITH ACRYLIC TEXTURED COATING - SW6149 RELAXED KHAKI PNT-2		MANUFACTURED STONE VENEER
	TILT WALL PANELS, WITH ACRYLIC TEXTURED COATING - SW7031 MEGA GREIGE PNT-3		FORMLINER

NATURAL MATERIAL CALCULATIONS					
No.		North	South	East	West
1.	Total Facade S.F.	8,196 SF	7,638 SF	9,872 SF	11,531 SF
2.	Facade S.F. (Exclusive of doors & Windows)	7,955 SF	5,280 SF	8,148 SF	10,246 SF
3.	Doors & Windows S.F.	214 SF	214 SF	1,724 SF	1,285 SF
4.	Primary Masonry Totals (Min. 80%)	7,955 SF	5,280 SF	8,148 SF	10,246 SF
	-Brick S.F. (As Applicable)	N/A	N/A	N/A	N/A
	-Stone S.F. (As Applicable)	204 SF	204 SF	0 SF	1,574 SF
	-Tilt Wall S.F. (As Applicable)	7,178 SF	7,178 SF	8,148 SF	8,275 SF
	-Stucco S.F. (As Applicable)	N/A	N/A	N/A	N/A
5.	Secondary Masonry Totals (Max. 20%)	50 SF	50 SF	0 SF	660 SF
	-EIFS S.F. (As Applicable)	0 SF	0 SF	0 SF	256 SF
	-Hardiplanks S.F. (As Applicable)	N/A	N/A	N/A	N/A
	-Detail Any Additional (A.C.M.)	50 SF	50 SF	0 SF	404 SF



Hefner-Garden Ridge
FLOWER MOUND, TEXAS
ADDITIONAL INFORMATION

Hefner Properties
8333 Douglas Ave. Suite 1350
Dallas, Texas 75225
P. 214. 855. 2953



gsr | andrade
ARCHITECTS

4121 Commerce St. Ste. 1
Dallas, Texas 75226
P 214.824.7040
F 214.887.0559

copyright 2012 gsr | andrade architects, inc.

INTERIM REVIEW DOCUMENTS
This document is preliminary
and is not intended for
Regulatory Approval, Permit, or
Construction Purposes.
This document is issued under
the authority of Fernando
Andrade, 17868 on 07-12-2017

Revisions:	
01.20.17	DRC Submittal
03.10.17	DRC Comments
07.12.17	DRC Comments

Date:
01.20.17

Project No.
2567

Drawn By:

Checked By:

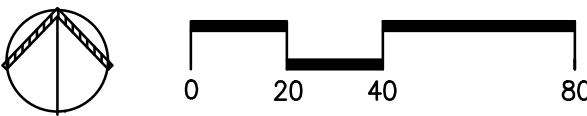
Sheet Title:

Drawing No:

A4.10



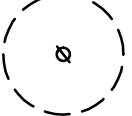
01 EXISTING TREE PLAN
SCALE: 1" = 40'-0"



smr
landscape architects, inc.
1708 N. Gaffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com

EXISTING TREE CHART					
POINT NO.	CALIPER	COMMON NAME	SCIENTIFIC NAME	NOTE	NOTE
329	30"	CEDAR ELM	<i>Ulmus crassifolia</i>	SPECIMEN	TO BE REMOVED
129	24"	CEDAR ELM (MULTI TRUNK)	<i>Ulmus crassifolia</i>	SPECIMEN	TO BE REMOVED
95	30"	CEDAR ELM	<i>Ulmus crassifolia</i>	SPECIMEN	TO BE REMOVED

EXISTING TREE LEGEND

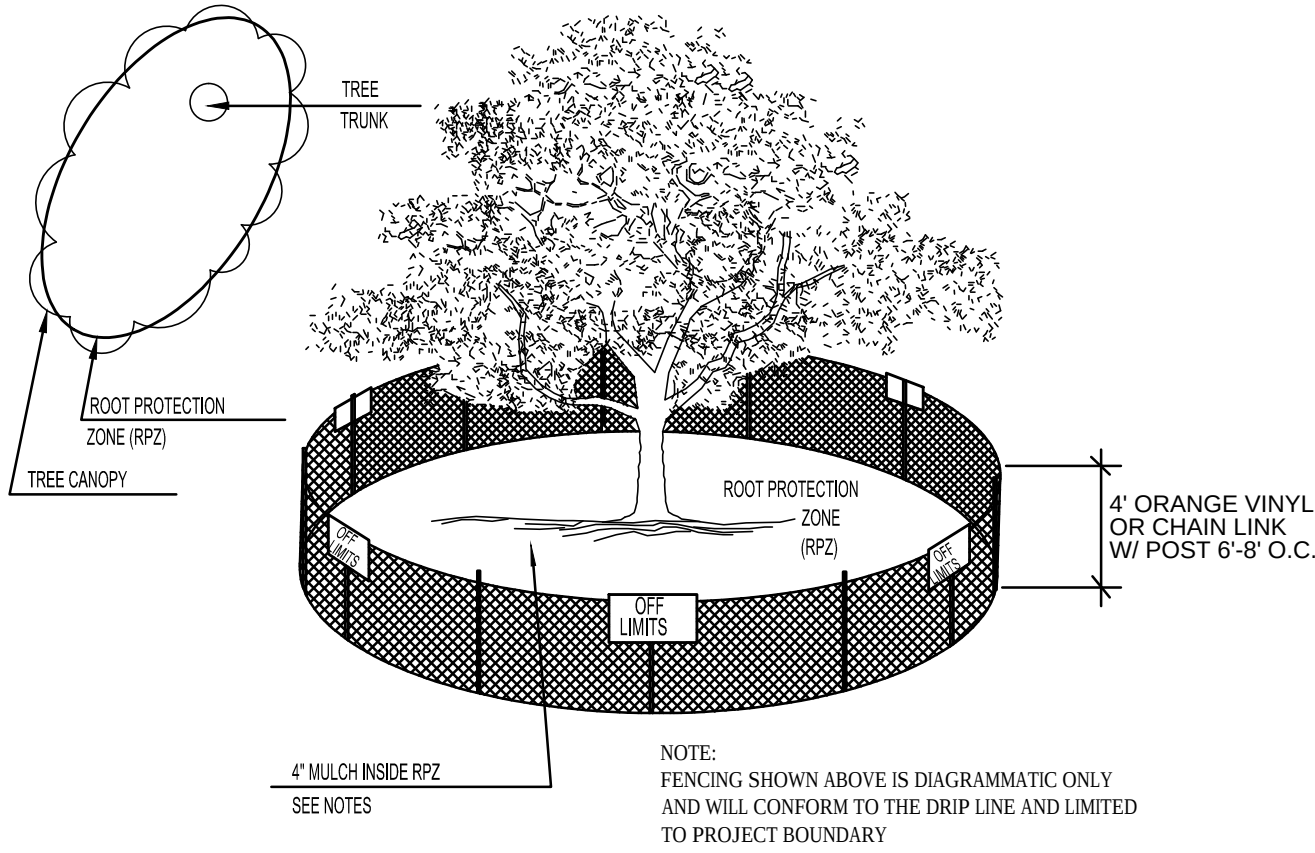


EXISTING SPECIMEN TREE
TO BE REMOVED

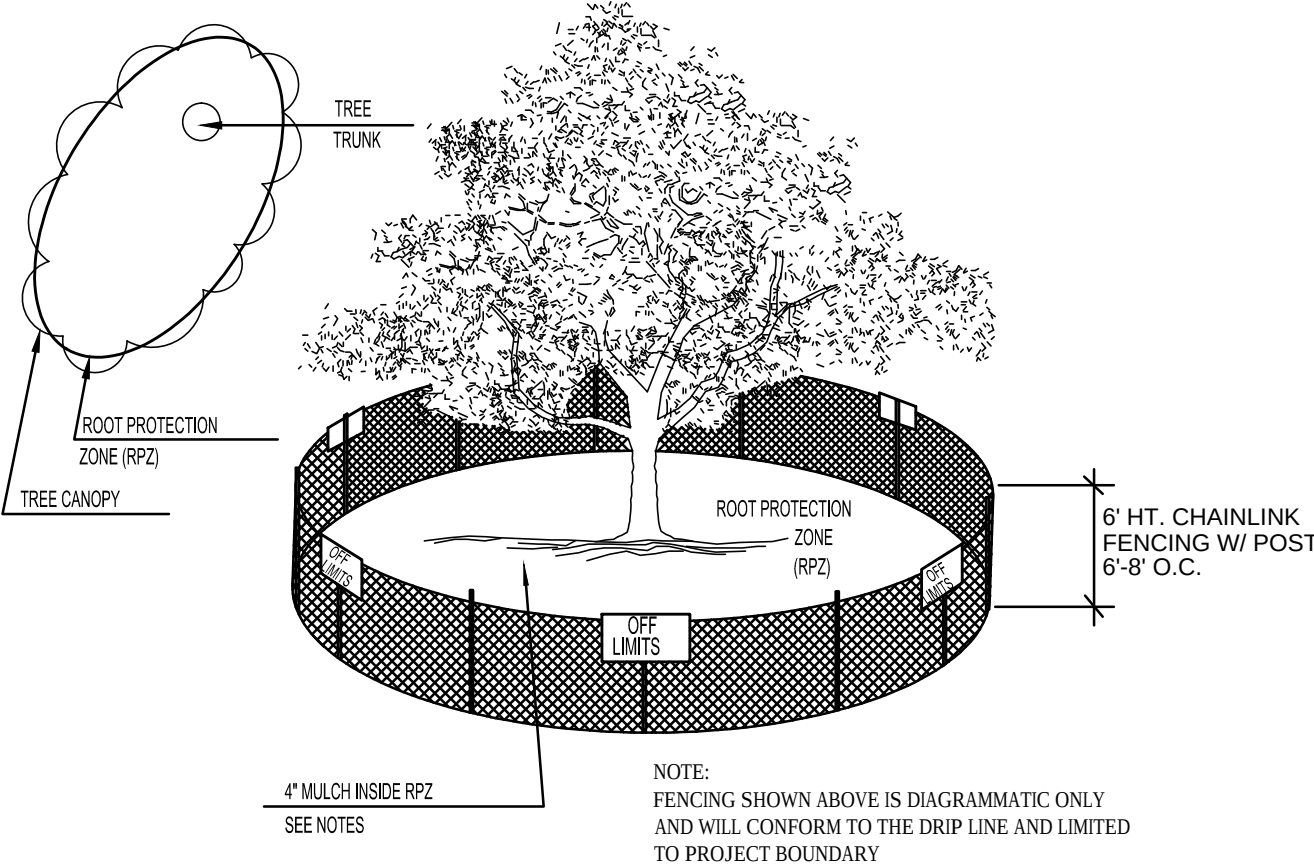
THE (3) SPECIMEN TREES SHOWN
ARE PROPOSED TO BE REMOVED

NO MITIGATION IS REQUIRED FOR THE REMOVAL OF
ANY PROTECTED OR SPECIMEN TREE ON THIS SITE

THIS PLAN IS FOR GRADING ONLY



01 TREE PROTECTION FENCE FOR PROTECTED TREES
NOT TO SCALE



02 TREE PROTECTION FENCE FOR SPECIMEN TREES
NOT TO SCALE

EXISTING TREE NOTES

- Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.
- If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.
- Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.
- Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.
- Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.
- Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.
- Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.
- Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.
- Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4) feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.
- Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's drip line. Orange vinyl construction fencing is acceptable for all protected trees, 6' ht. chain link fence is required for all specimen trees that are to remain. The protective fencing will be located as indicated on the Tree Protection Detail(s).
- Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.

smr
landscape architects, inc.
1708 N. Gaffin Street Dallas, Texas 75202
Tel 214.871.0083 Fax 214.871.0545
Email smr@smr-la.com

HEFNER
GARDEN RIDGE
FLOWER MOUND, TEXAS



Issue For:

- ☐ Design Development
- ☐ Progress
- ☐ Bidding
- ☒ Permit
- ☐ Construction

Original Issue Date:
01.31.2017

△	
△	
△	
△	

Sheet Description:

EXISTING
TREE PLAN

Drawn By: RMT

Checked By: RMT

Current Date:
05.12.2017

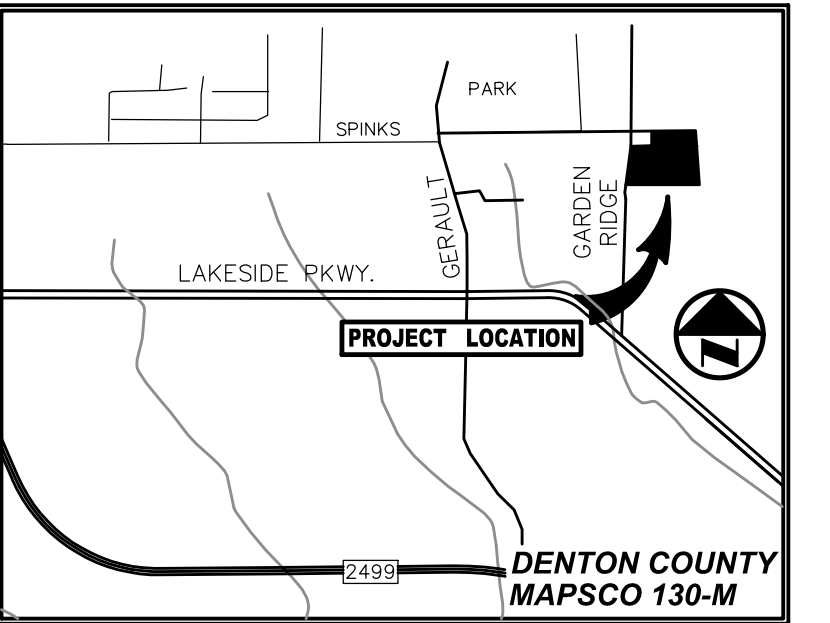
Drawing #

L1.00

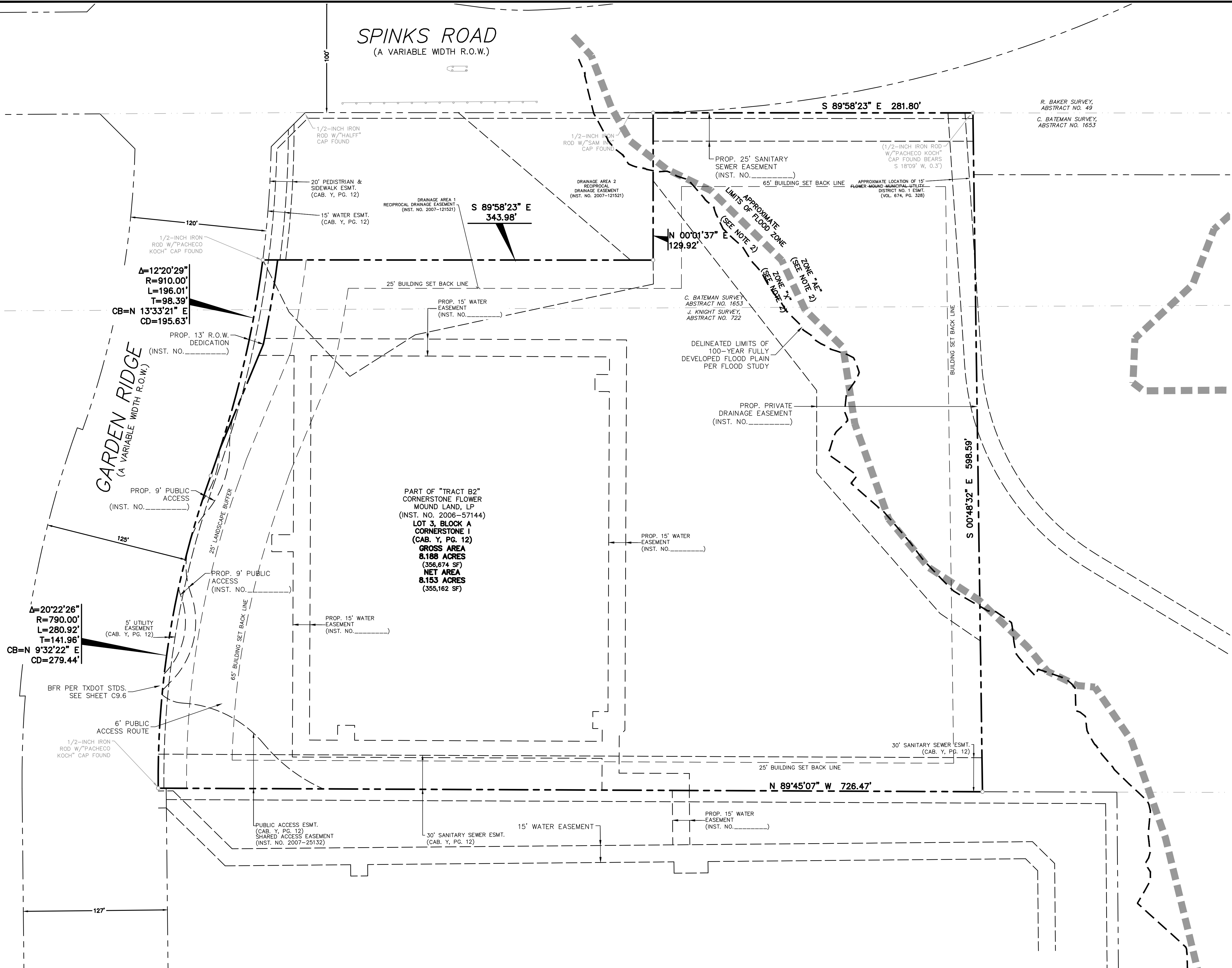
REVIEWED
TOWN OF FLOWER MOUND
RELEASED FOR CONSTRUCTION
DATE _____

TOWN OF FLOWER MOUND
ENGINEERING SERVICES DIVISION

THE TOWN OF FLOWER MOUND
CONSTRUCTION STANDARDS
APPLY WHETHER INDICATED
ON THESE PLANS OR NOT



VICINITY MAP
(NOT TO SCALE)



OWNER/DEVELOPER	ENGINEER
JAMES CURT HEFNER	ERIC C. SWARTZ, P.E.
HPFT GARDEN RIDGE, LLC	PACHECO KOCH
8333 DOUGLAS AVENUE,	7557 RAMBLER ROAD,
SUITE 1350	SUITE 1400
DALLAS, TX. 75225	DALLAS, TX. 75231
PH (214) 855-2953	PH (972) 235-3031

NO.	DATE	REVISION



EASEMENT & RIGHT-OF-WAY DEDICATION EXHIBIT

HEFNER - GARDEN RIDGE

CORNERSTONE I

LOT 3, BLOCK A

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
ECS	JQ	AUGUST 2017	1"=40'			EX-B



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: September 5, 2017

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for three (3) specimen trees on property proposed for development as Hefner Garden Ridge. The property is generally located south of Spinks Road and east of Garden Ridge Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 1, 2017, meeting).**

BACKGROUND INFORMATION: The Hefner Garden Ridge non-residential development is generally located south of Spinks Road and east of Garden Ridge Road. The site is approximately 8.188 acres in size. The site is currently master planned for the Lakeside Business District and is zoned for Industrial (I) uses within Planned Development District No. 44 (PD-44). According to the tree survey for the project, the site contains a total of three (3) specimen trees. The applicant is requesting the removal of all three (3) specimen trees from the site in order to build a warehouse. The three (3) specimen trees proposed for removal are in good condition and are all located within the proposed buildable area.

The following specimen trees are being requested for removal: Tree #95 – 24” cedar elm; Tree #129 – 30” cedar elm (multi-trunk) and Tree #329 – 30” cedar elm.

There is no tree mitigation required for the removal of any protected and/or specimen trees on this site, since it falls under the old tree ordinance standard that provided an exception for non-residential development within the Lakeside Business District.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its August 1, 2017, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at:

<https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of August 23, 2017, 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 from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photographs of the specimen trees proposed for removal.
4. Project Tree Survey.

DRAFT MOTION: Move to approve an application for a tree removal permit for three (3) specimen trees on property proposed for development as Hefner Garden Ridge. The property is generally located south of Spinks Road and east of Garden Ridge Road.

smr**Landscape Architects, Inc.**

Steven M. Rahn, RLA, Principal
Brian D. Adams, RLA, Principal
Allyson R. Rahn, President

July 21, 2017

MEMORANDUM

TO: James Hoefert
Environmental Review Analyst
Town of Flower Mound

FROM: Brian D. Adams, Principal
SMR Landscape Architects

RE: **Specimen Tree Removal Hefner Garden Ridge (SP17-0002)**

Mr. Hoefert,

Three Specimen Trees are proposed for removal as part of development of the property identified as 1000 Garden Ridge Boulevard, Cornerstone 1, Block 3, Lot A (referenced as SP17-0002). The trees include a 30 caliper inch Cedar Elm located within the proposed drive aisle / fire lane located approximately 72 feet East / Northeast of the Northeast corner of the proposed building (identified on sheet L100 'Existing Tree Plan' as tree # 329), a 24 caliper inch Cedar Elm located within the proposed building footprint approximately 52 feet South of the Northeast corner of the proposed building (identified on sheet L100 'Existing Tree Plan' as tree # 95), and a 30 caliper inch multi-trunk Cedar Elm located within the proposed building footprint approximately 40 feet Northwest of the Southeast corner of the proposed building (identified on sheet L100 'Existing Tree Plan' as tree # 129). Pictures of the trees in question are included for reference.

Sincerely,



Brian Adams, RLA, Principal
SMR Landscape Architects, Inc.



Tree # 329 - 30" Cedar Elm



Tree # 95 - 24" Cedar Elm



Tree # 129 - 30" Multi-Trunk Cedar Elm

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08- present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Majestic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

Brian D. Adams

Address:

1708 N. Griffin Street

Dallas, TX 75202

Phone:

214-871-0083

Applicant's Legal Interest in the Property:

None

2. Property Owner(s)

Name(s) James Curtis Hefner

Address: HPFT Garden Ridge, LLC

8333 Douglas Avenue, Suite 1350

Dallas, TX 75225

3. Location and Legal Description of Property:

1000 Garden Ridge Boulevard

Cornerstone 1

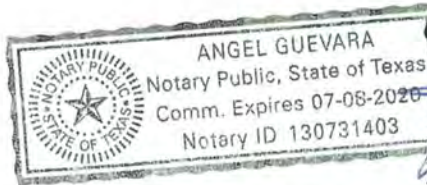
Block 3, Lot A

4. Owner's Authorization of Representation

James Curtis Hefner

I, JAMES CURTIS HEFNER, the owner of the above described real property, do hereby authorize Brian D. Adams 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 Code of the Town of Flower Mound, Texas.

[Signature]
Signature of Owner



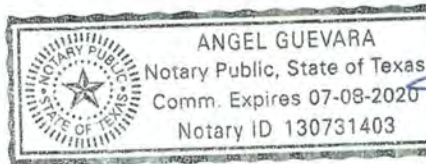
Given Under My Hand and Seal of Office
This the 14 Day of July, 2017
[Signature]
Notary Public
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in the Code of Ordinances of the Town of Flower Mound, Texas, I Brian D. Adams, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 1761
State of Licensure Texas
Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office
This the 14 Day of July, 2017
[Signature]
Notary Public
In and For Dallas County, Texas

6. Received by Town of Flower Mound on (Date) 7/14/17 by (initials) JRH.

Hefner Garden Ridge Specimen trees proposed for removal

Tree #95 – 24" Cedar elm



Tree #129 – 30" Cedar elm

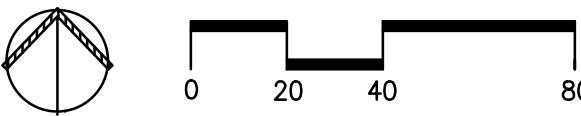


Tree #329 – 30" Cedar elm





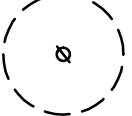
01 EXISTING TREE PLAN
SCALE: 1" = 40'-0"



smr
landscape architects, inc.
1708 N. Gaffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com

EXISTING TREE CHART					
POINT NO.	CALIPER	COMMON NAME	SCIENTIFIC NAME	NOTE	NOTE
329	30"	CEDAR ELM	Ulmus crassifolia	SPECIMEN	TO BE REMOVED
95	24"	CEDAR ELM	Ulmus crassifolia	SPECIMEN	TO BE REMOVED
129	30"	CEDAR ELM (MULTI TRUNK)	Ulmus crassifolia	SPECIMEN	TO BE REMOVED

EXISTING TREE LEGEND

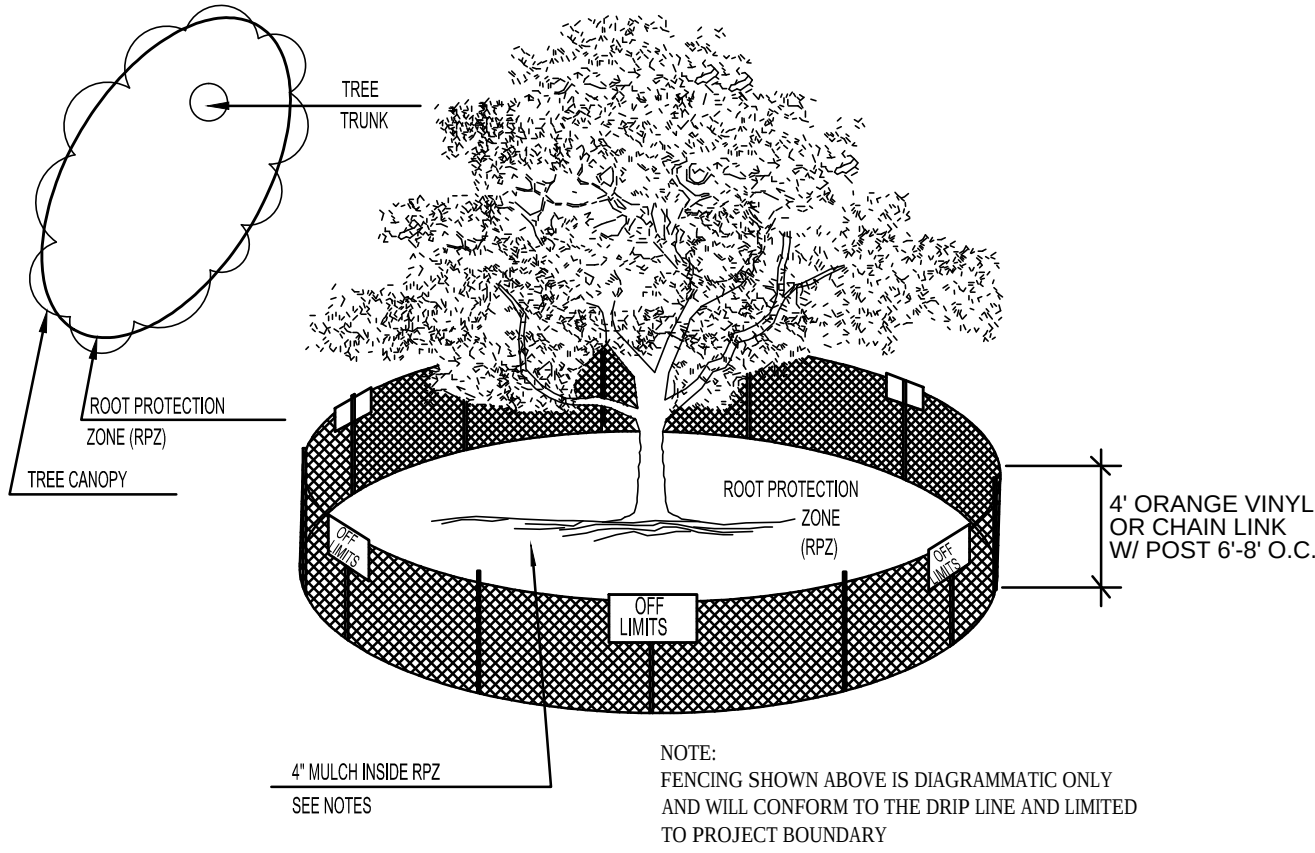


EXISTING SPECIMEN TREE
TO BE REMOVED

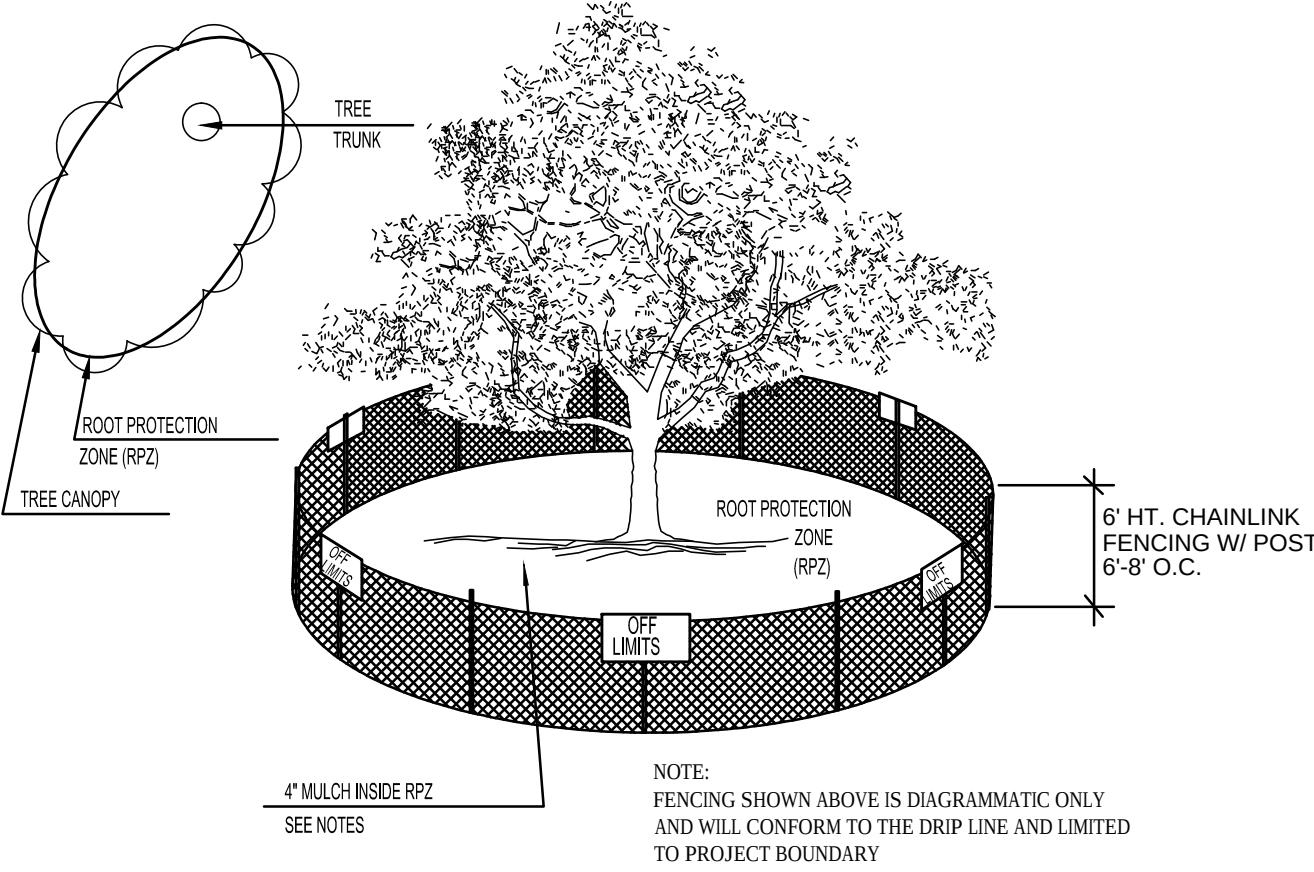
THE (3) SPECIMEN TREES SHOWN
ARE PROPOSED TO BE REMOVED

NO MITIGATION IS REQUIRED FOR THE REMOVAL OF
ANY PROTECTED OR SPECIMEN TREE ON THIS SITE

THIS PLAN IS FOR GRADING ONLY



01 TREE PROTECTION FENCE FOR PROTECTED TREES
NOT TO SCALE



02 TREE PROTECTION FENCE FOR SPECIMEN TREES
NOT TO SCALE

EXISTING TREE NOTES

- Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.
- If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.
- Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.
- Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.
- Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.
- Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.
- Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.
- Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.
- Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4) feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.
- Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's drip line. Orange vinyl construction fencing is acceptable for all protected trees, 6' ht. chain link fence is required for all specimen trees that are to remain. The protective fencing will be located as indicated on the Tree Protection Detail(s).
- Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.

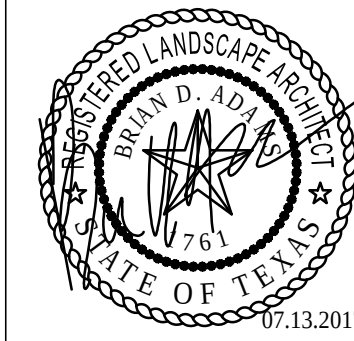
REVIEWED
TOWN OF FLOWER MOUND
RELEASED FOR CONSTRUCTION
DATE _____

TOWN OF FLOWER MOUND
ENGINEERING SERVICES DIVISION

THE TOWN OF FLOWER MOUND
CONSTRUCTION STANDARDS
APPLY WHETHER INDICATED
ON THESE PLANS OR NOT

smr
landscape architects, inc.
1708 N. Gaffin Street Dallas, Texas 75202
Tel 214.871.0083 Fax 214.871.0545
Email smr@smr-la.com

HEFNER
GARDEN RIDGE
FLOWER MOUND, TEXAS



Issue For:

- ☐ Design Development
- ☐ Progress
- ☐ Bidding
- ☒ Permit
- ☐ Construction

Original Issue Date:
01.31.2017

△	
△	
△	
△	

Sheet Description:

EXISTING
TREE PLAN

Drawn By: RMT

Checked By: RMT

Current Date: 05.12.2017

Drawing #

L1.00



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: September 5, 2017

FROM: Doug Powell, Executive Director of Development Services

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA17-0007 – CTCDD Amendment) to amend Section 1.0, Land Use Plan, Section 2.0, Area Plans, and Section 9.0, Wastewater Plan, of the Master Plan to change the current land use designation from Cross Timbers Conservation Development District to Estate Residential and Institutional uses, and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its August 28, 2017, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting. Additional correspondence received after the completion of the P&Z packet has been attached as Attachment 3.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Correspondence Received after P&Z Packet Completed

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

DRAFT MOTION: Move to approve a request for a Master Plan Amendment (MPA17-0007 – CTCDD Amendment) to amend Section 1.0, Land Use Plan, Section 2.0, Area Plans, and Section 9.0, Wastewater Plan, of the Master Plan to change the current land use designation from Cross Timbers Conservation Development District to Estate Residential and Institutional uses, and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: August 28, 2017

FROM: Doug Powell, Executive Director of Development Services

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA17-0007 – CTCDD Amendment) to amend Section 1.0, Land Use Plan, Section 2.0, Area Plans, and Section 9.0, Wastewater Plan, of the Master Plan to change the current land use designation from Cross Timbers Conservation Development District to Estate Residential and Institutional uses, and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property. The property is generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run 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.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

This application has been initiated by the Town Council and consists of two amendments to the Master Plan. The first is to change the land use designation of the subject tracts from the Cross Timbers Conservation Development District (CTCDD) to Estate Residential and Institutional uses. The second is to amend the boundary of the Long Prairie Wastewater Service District Map to allow for sewer service to the subject tracts.

The amendment in essence is to move the eastern boundary of the CTCDD and wastewater service area to coincide with Flower Mound Road. The total property under consideration is approximately 167.87 acres of land and contains six tracts of land that consist of vacant, church and school uses. This request is similar to the Bunn Gourley East amendment (MPA14-0005) that was initiated in 2014.

A. Proposed Amendments to the Land Use Plan and Area Plan

The purpose of this request is to remove the subject tracts from the CTCDD Area Plan, resulting in no properties east of Flower Mound Road remaining in the CTCDD. As land use within a master plan is typically based on geographic elements, not ownership, it is appropriate that all of the land east of Flower Mound Road, remaining in the CTCDD, be considered at the same time.

The tracts are described as follows (see Attachment B(1) for reference):

Tract 1

R19284 and R19272

Located at the southeast corner of Cross Timbers Road and Flower Mound Road and containing approximately 19.83 acres of land.

Undeveloped, but Site Plan for school approved August 7, 2017.

Proposed for Institutional uses.

Tract 2

R19282, R19286 and R19600

Located south of Tracts 1, 3 and 4 on the east side of Flower Mound Road and containing approximately 97.70 acres of land.

Undeveloped – gas well.

Proposed for Estate Residential uses.

Tract 3

R564634

Located on the south side of Cross Timbers Road and containing approximately 17.30 acres of land.

Developed as Rockpointe Church.

Proposed for Institutional uses.

Tract 4

R19289

Located east of Tract 3 on the south side of Cross Timbers Road and containing approximately 5.88 acres of land.

Undeveloped.

Proposed for Estate Residential uses.

Tract 5

R19613

Located south of Tract 4 on the north side of Quail Run Road and containing approximately 8.83 acres of land.

Developed as single-family residential.

Proposed for Estate Residential uses.

Tract 6

R244836

Located at the northeast corner of Quail Run Road and Flower Mound Road, north and west of Liberty Elementary, and containing approximately 18.33 acres of land.

Undeveloped and owned by LISD.

Proposed for Institutional uses.

The existing CTCDD Area Plan in the Master Plan is generally described as follows:

“Cross Timbers Conservation Development District

The Cross Timbers Conservation District preserves the integrity of the largely intact Cross Timbers ecological area in central Flower Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur.

Predominantly residential development, typically being single family residential development at net densities no greater than one unit per two acres. Moderate

increases in densities may be appropriate in combination with cluster developments, conservation easements and/or other conservation techniques that preserve the Cross Timbers ecosystem, other natural systems, and Scenic Corridors and Vistas. Commercial recreation uses, such as equestrian facilities, golf courses and other uses compatible with the conservation goals of the district are also suitable.”

The proposed Estate Residential and Institutional land use categories are generally described in the Master Plan as follows:

“Estate Density

Residential development, typically being single family detached residential development with minimum 1-acre lots (43,560 square feet) or greater.

Institutional

Town, County, State and other government uses, such as offices, courts, police stations, jails, libraries and fire stations; churches, synagogues and other institutional uses such as the YMCA, fraternal organizations, boys and girls clubs, and similar not-for-profit uses and public or private schools and day care centers. Institutional uses are appropriate within areas designated for residential land uses, with special site design consideration to minimize impacts on the surrounding neighborhoods.”

All six of the subject tracts are currently located within an Agricultural (A) zoning district. Approval of the proposed Master Plan Amendment would allow applicants to proceed with zoning amendment applications, if necessary for development. **No zoning amendment applications have been submitted to the Town for review at this time.**

The subject tracts are contiguous to both the Liberty Elementary School site and the Magnolia Park residential subdivision, which are not part of the CTCDD. The Liberty Elementary site was designated as Institutional use with the Master Plan 2001 update. Magnolia Park was removed from the CTCDD in 2015 and changed to Low Density residential land use.

The land to the north of the subject tracts across Cross Timbers Road is master-planned, zoned and either developed or being developed with Low Density and Estate Density residential uses (minimum lot sizes of 15,000 square feet and one acre respectively). The land east of the subject tracts is master-planned, zoned and developed with Retail and Estate Density residential uses. The land to the south of the subject tracts is master-planned, zoned and developed with Medium Density residential uses, a portion of which allowed for 6,000-square-foot lot sizes at the time it was developed.

The land to the west of the subject tracts across Flower Mound Road is master-planned as CTCDD and zoned Agricultural District, with a portion being developed as a residential cluster development with minimum ½-acre lots.

B. Proposed Amendment to the Wastewater Plan

The purpose of this request is to expand the boundary of the Long Prairie Wastewater Service District Map to Flower Mound Road to include the subject tracts. With the exception of Rockpointe Church, the tracts are currently not served by the Town’s wastewater infrastructure, which means any new development there would have to provide on-site septic systems.

In a 2014 study performed by the Town’s consultants and commissioned by the applicants of the Bunn Gourley East MPA request, it was determined that there would be

sufficient capacity in the Town's Upper Timber Creek sanitary sewer system to accommodate the proposed development in this area. The proposed development at that time was for a combination of Medium Density residential and Retail uses. The sanitary sewer system was to be installed by the developers, but operated and maintained by the Town following completion and acceptance.

The request was denied, with the exception of a 4.3-acre tract south of Quail Run Road. That property is now the Liberty Park subdivision, zoned and being developed as Medium Density residential (minimum lot sizes of 10,000 square feet). In 2015, another 13.58-acre tract was approved for removal from the CTCDD. That property is now the Magnolia Park subdivision, zoned and being developed as Low Density residential (minimum lot sizes of 15,000 square feet).

Considering the decrease in density proposed with this amendment, it has been determined that there would still be sufficient capacity to extend sewer to the remaining five undeveloped tracts in the area and move the district boundary to Flower Mound Road.

C. Enhanced Notification

Since the amendment to the Town's Master Plan in 2013, an "enhanced notification process" has been required for all cluster development proposed within the CTCDD. The intent of the process is to increase notice and encourage participation. Although this request is not related to a cluster development, the subject property is located within the CTCDD; therefore, the enhanced notification process has been utilized.

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 numerous phone calls and emails both in favor and opposition to the request (see Attachment C(1)).

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map

B. Application Details

1. Master Plan Exhibit

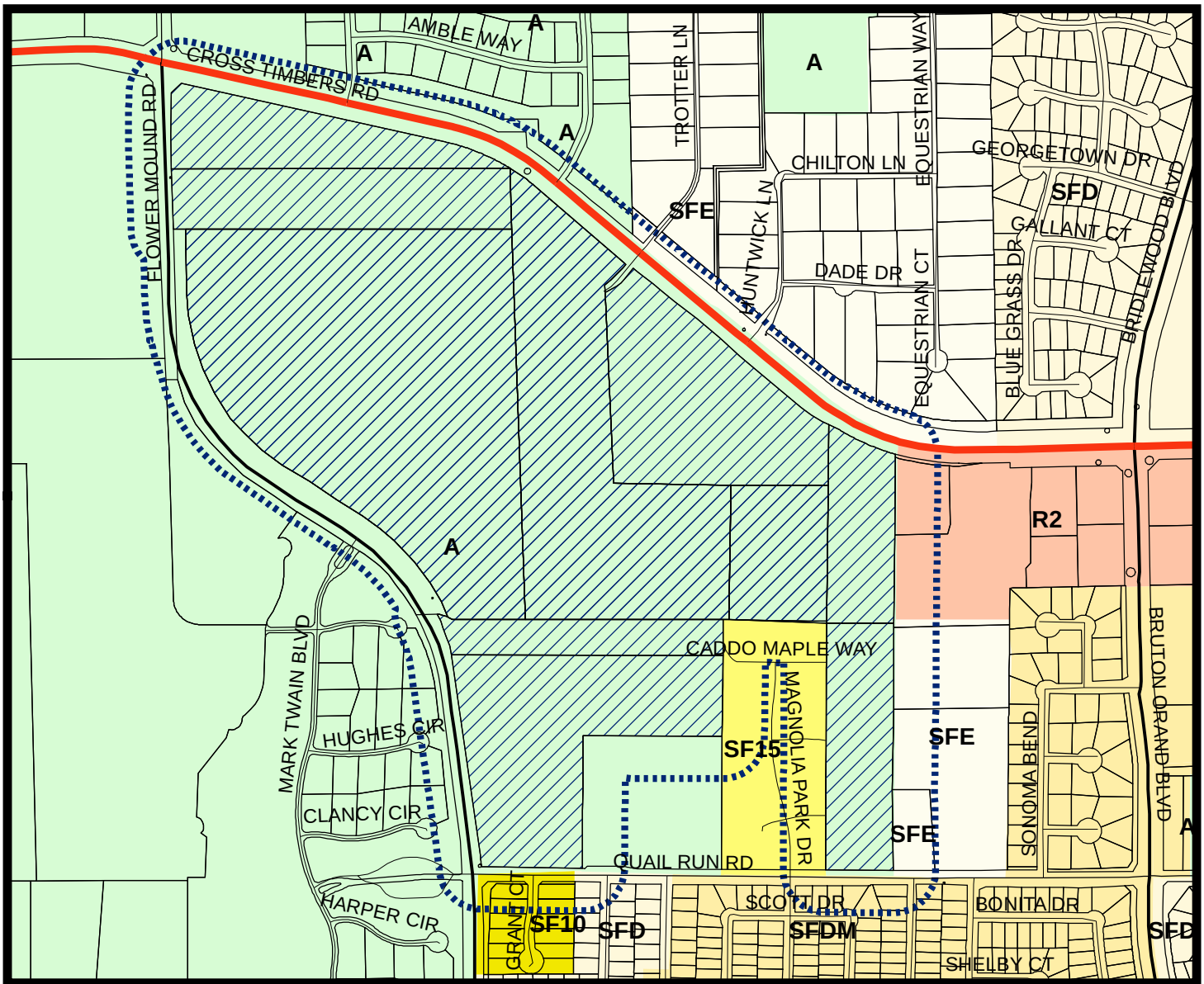
C. Correspondence

1. Correspondence

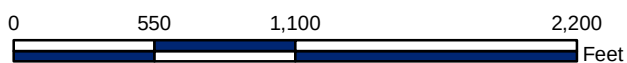
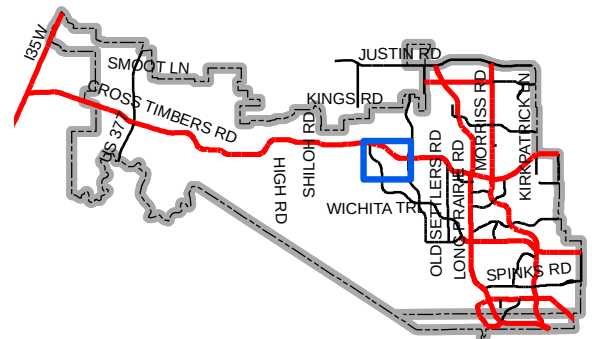
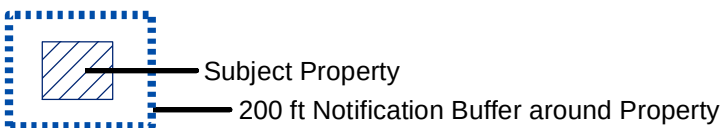
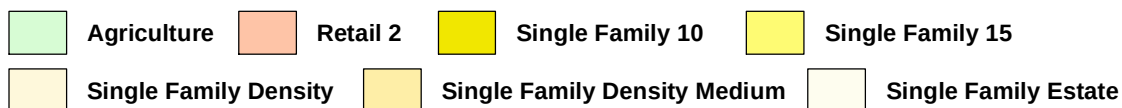


Vicinity Map

Reference Project: MPA17-0007



LEGEND



Map Location



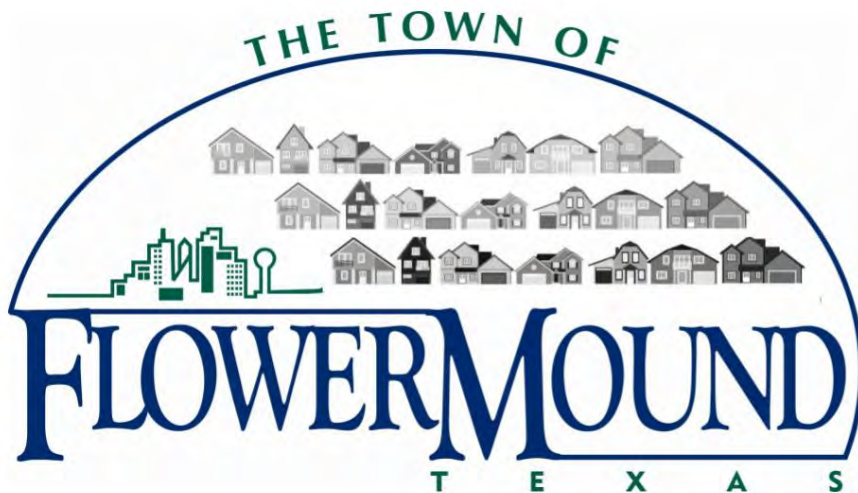
Cindi Price

From: Ciara Berry
Sent: Thursday, August 17, 2017 3:29 PM
To: planning
Subject: Please vote NO to the Master Plan Amendment of the CTCDD

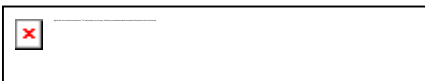
I am begging you, please vote NO to the latest request to remove property from the CTCDD and initiate sewer. Every chip away from the CTCDD is chipping away at what makes Flower Mound special. The development is getting ridiculous. It is a tragedy to see gorgeous, large trees being plowed down for a developer to make a buck. This is our town; the beauty and nature out here is why many people choose to live here in the first place. If this passes, this is the beginning of the death of Flower Mound. Our town logo is one of horses and trees. That is holding on by a thread; the conservation district is all we have left that represents that ideal. You take that away and we are nothing but strip malls and identical brick houses. What a disgrace that will be.

Thank you for reading,

Ciara Berry
3357 Rolling Hills



Ciara Berry
Consultant



Cindi Price

From: Erin
Sent: Monday, August 21, 2017 5:28 PM
To: planning; Town Council
Subject: MPA17-0007

To the Planning & Zoning Committee and Town Council of Flower Mound:

I am sending this email in support of MPA17-0007. Moving the boundary of the CTCDD west of the property would be a win-win for the Town of Flower Mound and for Founders School. This will alleviate the concerns of Councilman Don McDaniel, about sewer inside the CTCDD.

The Planning and Zoning Committee already voted to extend the sewer. This vote should reflect your previous support.

Please vote in favor of this MPA.

Sincerely,
Erin Bharadwaj
Flower Mound Resident

Cindi Price

From: Apiwan Born
Sent: Monday, August 21, 2017 4:13 PM
To: planning
Subject: Support the MPA17-0007

Dear the committee members

We are writing to support the MPA17-0007, which will allow the construction of the Founders Classical Academy (FCA) of Flower Mound. Our children (5th and 7th graders) have attended FCA since its inception in 2015. We love the school and its rigorous curriculum. At its current location in Parker Square, however; its space has been utilized at its maximum capacity. For example, cafeteria and after-school care will share the same space. Our children are both in the band, and they had to take their private music lesson in a very tiny room. We have no playground, and we lost count of how many times my son came home with allergy from poison oak/ivy that grows in the area where they had recess. Bottom line is that we need a new building with larger space. The proposed location for FCA of Flower Mound seems to be suitable for what we need.

We strongly urge you to support the MPA17-0007 so that my children can still attend the school that they love.

Sincerely yours,
Apiwan & Ken Born
1701 Dalton Dr.
Flower Mound, TX 75022

Cindi Price

From: Debbie Chester
Sent: Tuesday, August 22, 2017 7:06 PM
To: planning
Subject: Amending the CTCDD

Dear Planning and Zoning and Council Members,

As a resident of almost 25 years I **strongly oppose** the changes proposed to the CTCDD. My greatest concern is the need to run sewer to this area of town. I understand that the engineering of such a project is expensive and will most likely require constant maintenance which will affect my taxes for years to come. I have concern for the traffic issues this will create as well.

We have a Master Plan that the Town spent a great deal of time and money and research to develop. Why should we change a plan that is working well and sets us apart from other suburbs?

Please, vote No to this change in the Master Plan.

Respectfully,

Debbie Chester

6600 Stonehill Court



Cindi Price

From: James Cunningham
Sent: Tuesday, August 22, 2017 12:02 AM
To: planning
Subject: Master Plan Amendment (MPA17-0007 – CTCDD Amendment)

Dear Planning and Zoning Commission of Flower Mound,

I am writing you to express my concern over this proposed change to the town Master Plan. Flower Mound has a very unique identity that makes it, in my opinion, the most sought after place to live in the Metroplex. This is pretty evident by the average time it takes for a home to sell in the Town.

Having moved to north Texas a little over 6 years ago, my family had the choice of any town or city in the DFW area to call home. We lived in Plano for a year, and Lewisville for several months prior to moving to Flower Mound. While both Lewisville and Plano are very nice towns and have lots to offer including quality schools, plenty of shopping and activities for kids, They lack the personality and uniqueness of FloMo. The blend of city and country life that is Flower Mound, is one, if not its most endearing and sought after quality. It is this reason, along with great schools and family first attitude that motivated our decision to raise our children in this great Town.

I fear allowing additional sewer systems to be laid, will steer the Town towards the direction of every other suburb\town in the metroplex, an endless sea of housing developments and shopping centers. While I am sure there are economic benefits to having every possible piece of land developed, I fail to see how that will "preserve our unique country atmosphere, heritage and quality of life."

I could provide a highly detailed list of other negative affects of over development, I will instead leave you with a Chinese proverb; "The frog does not drink up the pond in which it lives."

I pray for each member to vote of **NO** to MPA17-0007 – CTCDD Amendment.

Sincere Regards,

James P. Cunningham III
2401 Branch Oaks Lane
Flower Mound, Texas 75028

Cindi Price

From: C Finley

Sent: Wednesday, August 23, 2017 1:07 PM

To: Place1 - Jason Webb <PLACE1@flower-mound.com>; Mayor - Tom Hayden <Mayor@flower-mound.com>; Place2 - Bryan Webb <PLACE2@flower-mound.com>; Place3 - Kevin Bryant <PLACE3@flower-mound.com>; Place4 - Don McDaniel <Place4@flower-mound.com>; Place5 - Claudio Forest <PLACE5@flower-mound.com>; planning <planning@flower-mound.com>

Cc: Chuck Russell <chuck.russell@flower-mound.com>

Subject: Master Plan Amendment (MPA17-0007 – CTCDD Amendment)

Dear Planning and Zoning, Honorable Council members and Mayor,

The Town has initiated a Master Plan Amendment (MPA17-0007 – CTCDD Amendment) for the property generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road. The proposal is to amend the Town's Master Plan in two areas:

1. Remove the property from the CTCDD area plan and change the land use to Estate Residential and Institutional.
2. Add the property to the wastewater service district map.

My husband and I are writing in response to the MPA described above which has been initiated by the Town Council. This property composed of several tracts was formerly known as the Bunn-Gourley East tract. The developers/owners have been trying to remove this property from the CTCDD for years and it appears now have the Town Council's blessing with an MPA proposed by the Council itself. And, hence, we start the slippery slope of seeing out beautiful Cross Timbers region developed no differently than any other area of the Metroplex. Ecologically, the Cross Timbers area serves as habitat for large populations of mammals and birds and is unique in its topography. The conservation district was created with the idea to preserve the ecosystem and other natural areas while allowing compatible development. Removing large tracts of land from the CTCDD undermines those goals and makes a mockery of what many treasured when they moved here. We ask that this proposal be denied.

Caroline & Marc Finley
2600 Bourne Lane
Flower Mound, TX 75022

Cindi Price

From: Audrey Gardsbane
Sent: Monday, August 21, 2017 2:50 PM
To: planning; town council@flower-mound.com.
Subject: MPA17-0007

I wanted to ask you to please vote in favor of MPA17-0007. My family and I are all in favor of this change and we are residents of Flower Mound.

Thank you,
Audrey Gardsbane

Cindi Price

From: Ron Huebner
Sent: Thursday, August 17, 2017 7:50 AM
To: planning
Subject: Ron Huebner Comment on MPA17-0007 – CTCDD Amendment

Please include my commentary as part of the official record and provide it for P&Z and Town Council consideration.

As a Flower Mound resident who is directly affected by this amendment I am definitely and strongly opposed to any changes to the Master Plan. To amend the plan is to basically say that we have no plan or commitment to a plan at all. Those who worked so hard to find a balance between growth and environmental preservation were dedicated to the future of our children and the quality of their life here. Developers do NOT have the same goals for our grandchildren and great grandchildren that I and many other like minded voting residents have.

The "Infinite Growth at all Cost" model that the Council seems to be following is unsustainable. The Cross Timbers Ecosystem is strained at the present time and most residents apparently believe we are masters of the system, not part "OF" the system. Time and science have proven the folly of this attitude and it will eventually erode the quality of life that brought me to Flower Mound in the first place.

Please be aware that your TAX revenue model also TAXES a sensitive environment that our city's Master Plan authors understood. Please do NOT assume that all growth is good for our city. It is NOT!

Please leave the master plan as it is and work within it's more than reasonable constraints to save a small important piece of nature for our future. You and most other residents would be astounded at the wildlife that uses the fragile Cross Timbers ecosystem as a vital lifeline and corridor to navigate and migrate on a seasonal and continual basis. Not to mention all the wildlife that lives within it's very limited boundaries.

The MPA17-0007 – CTCDD Amendment is only good for the current and future developers, who are only motivated by profit and a very misguided sense of progress. Please do not follow them down that very dangerous rabbit hole!

Cindi Price

From: Amy lasseigne
Sent: Thursday, August 17, 2017 4:37 PM
To: planning

Please stop amending the CTCDD area plan.

Please protect the Cross Timbers Conservation Development District.

Do not approve the property generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road for the latest request.

Thanks,

Amy

Cindi Price

From: Bob Lines
Sent: Monday, August 21, 2017 9:23 AM
To: LauriAnn Cash
Subject: MPA17-0007-CTCDD

I am writing this letter to both the Planning & Zoning Commission and to the Town Council.
I would like for my letter to be read at the public hearing as follows:

My name is Bob Lines. I live at 4904 Harbor Court, Flower Mound, Texas. I have resided at this address since November of 1992.

I attended my first Town Council Meeting in 1991, prior to purchasing my house in Flower Mound. I still have the Master Plan map that was presented at that meeting. At that meeting there were residents who voiced concern that this was the perfect Master Plan and it should never be changed. As I look back on that map and compare it to today's master plan - the 2 are totally different. Here we are today considering another change. We need to look at the long term growth of our city and what needs to be done to keep it healthy.

I am in favor of this proposed change for two reasons – keeping our infrastructure growing and keeping taxes from significant increases.

For us to be short sighted and not allow this property to be rezoned is not in our best long-term interest.

Respectfully,
Bob Lines

Cindi Price

From: Rick Lust
Sent: Monday, August 21, 2017 11:50 AM
To: planning
Subject: Sewer in CTCDD

Dear Planning and Zoning, and Honorable Council members,

I'm writing as a former mayor, and P and Z chairman who has worked extensively with our Town's master plan. I am asking that the Town resist the constant pressure to allow sewer in the CTCDD as it would undermine the core foundation of our master plan.

We, the tax payers, have paid hundreds of thousands of dollars to have our Town's future growth planned in a way that is balanced and considers all aspects of growth. Major amendments to the Master Plan simply destroy that balance.

One thing that sets Flower Mound apart from every other suburb of Dallas is that our master plan vision calls for a dichotomy of "the city-the country" as is represented by our Town's logo.

The formula is simple: density will always follow sewer.

The central portion of our Town is planned without sewer for several good reasons.

First, traffic circulation. The central portion of our Town has virtually no north/south ingress and egress due to the lake to the south and build out to the north. Lower density in this part of town is essential to help reduce the burden of traffic congestion that we already face.

Second, this area of our town is part of the "country" portion of the dichotomy that gives us our unique identity and separates us from every other suburb of Dallas/Ft.Worth.

Third, the Town does not have an inherent obligation to change it's master plan to assure economic viability for a Developer's plan or desires. The free market should, and will, determine that over time.

Fourth, and arguably the most important, is the CTCDD does not, for the most part, gravity feed to our treatment plant. This means that sewerage of this portion of town would require an extensive network of lift stations. Yes, the developers will normally assume the initial cost of sewer installation. But what no one mentions, is the Town will have to assume the responsibility for the costly maintenance of the lift stations and pump replacements forever! This will not help with taxes and the already high cost of water/sewer service in our town. Any honest sewer engineer will tell you designing a sewer system relying extensively on lift stations is not desirable.

For all of these reasons, I would ask that everyone involved in the decision process consider the Town's future carefully and **vote no** to amending the Master Plan to allow sewer in the CTCDD. I don't believe the citizens of Flower Mound want our town to lose it's unique identity and evolve into just another suburb of Dallas. We have something very special and unique in Flower Mound. Let's not destroy that.

Respectfully,
Rick Lust
Ridgecrest Dr.

(Please confirm receipt.)

Cindi Price

From: Kalpesh Patel
Sent: Monday, August 21, 2017 3:32 PM
To: planning
Subject: Views Regarding MPA17-0007 proposed amendment to CTCDD

Hello Mr. Douglas,

I received a letter that the property MPA17-0007-CTCDD is going to be converted to Residential property and I can express my views regarding this proposal.

My view is that the property should remain agriculture and green belt. My backyard faces this property and few of the reasons I had bought this house was "privacy" and the scenic beauty of the view, I could see horses, cows and the ranch and it's pleasant. If the property MPA17-0007-CTCDD is changed to Residential or Institutional then it will all be gone.

Regards

-Kalpesh

Property owner: 3632 timothy dr flowermound tx.

Cindi Price

From: Jim
Sent: Thursday, August 17, 2017 11:57 AM
To: planning
Subject: MPA17-0007 - CTCDD Amendment

Members,

The continued chipping away of the essence of Flower Mound, that “thing” that has drawn people to the area for the 35 years

my family has lived here, is ultimately going to destroy the heart of this community in the name of greed.

This community has always had a contentious few that want to see it morph into a Plano clone. It seems however that the existing government

has deemed it necessary to accelerate this process by removing a chunk of the CTCDD to appease developers who can't seem to get enough cash by working within the framework of the Master Plan. A plan I would point out that has been in place for several decades and for the most part served us well.

In 2000 the SMART Growth Management Plan was adopted. I would remind you of the goals....

- o *Mitigate the ill effects of rapid and intense urbanization. Flower Mound was the nation's tenth fastest growing community during the 1990s - growing by 226.54%, from 15,527 to 50,702 residents.*
- o *Ensure growth is served with adequate public infrastructure, services, and facilities.*
- o *Ensure growth contributes to the attainment of the community character and quality of life objectives established in the Town's Master Plan.*
- o *Preserve open lands, natural landscapes, farmland, sensitive ecological resources, and scenic vistas on the urban fringe.*
- o *Integrate the built and natural environments and contribute to a sense of place.*
- o ***Ensure growth does not occur at the expense of environmental quality, community character, or quality of life.***

Please note the phrases “community character”, “quality of life”, “natural landscapes”, “farmland”, “scenic vistas” and “open lands”.

I will not get in to a discussion of the negative impact to the environment.

I would submit that this ill-conceived amendment to the Master Plan is a complete undermining of the above goals. Further it sets a precedent that will be virtually impossible to negate.

Jim Pierson

3209 High Rd

Flower Mound 75022

Cindi Price

From: Becky San Juan
Sent: Wednesday, August 23, 2017 9:55 PM
To: planning; Town Council
Subject: MPA17-0007

To whom it may concern:

I would like to express my support to move the boundary of the CTCDD District as well as changing the zoning from Agricultural to Institutional. Thank you for your consideration!

Becky San Juan

Cindi Price

From: Emil Soleyman
Sent: Tuesday, August 15, 2017 3:50 PM
To: planning
Subject: Opposition against Master Plan Amendment

MPA17-0007-CTCDD

Property south of Cross Timbers Road, East of Flower Mound Road, and North of Quail Run Road

My wife and I noticed the signs around this property regarding the Master Plan Amendment request. We have noticed that the landowner(s) want to change the Master Plan on this property without ever filing a Development Plan. This is a very unusual approach and if approved could cause irreparable harm to the current Cross Timber Conservation Development District guidelines. It will open the door to other landowners to take a similar approach and thus compromising the integrity of the Cross Timbers District.

Notably, the landowner wants to:

- 1) Bring in municipal sewer (currently prohibited)
- 2) Change the land use to Estate Residential and Institutional

My wife and I are against this action as are our neighbors. We wholeheartedly disagree with this amendment request and advise the town to decline it.

Thanks,
Emil Soleyman-Zomalan
Paulin Soleyman

6601 Stonehill Ct
Flower Mound, TX 75022

Cindi Price

From: Emily Strittmatter
Sent: Tuesday, August 22, 2017 5:25 PM
To: planning; Town Council
Subject: Fwd: Sewer in CTCDD

Thank you for your time and service to our community.

I would like to voice my opposition to sewer extension and the proposed MPA which would extend sewer into the CTCDD.

Former Mayor Rick Lusk, along with other former council members, have voiced their concerns and opposition to this project and I, as a former PZ commissioner, join them in opposition. I received a copy of Mr. Lusk's opposition letter and I support his position. Please thoughtfully consider his concerns.

It's is my opinion that MPAs and other exceptions should only be granted when there is a valid and justifiable concern for the safety and welfare of affected parties and when no reasonable alternative is available. In this instance, the applicant has not shown this to be the case as septic is a viable option. The applicants preference is just that, a preference; not a necessity.

I am also opposed as I do not think it is fiscally responsible to extend the sewer. What burden will the taxpayers bear long term?

And finally, I think it is irresponsible to open the CTCDD up to future sewer extensions by other applicants who will expect similar exceptions once Pandora's box is opened, so to speak. It's is naive to think that future applicants won't want or expect similar exceptions.

Respectfully,

Emily Strittmatter

First, traffic circulation. The central portion of our Town has virtually no north/south ingress and egress due to the lake to the south and build out to the north. Lower density in this part of town is essential to help reduce the burden of traffic congestion that we already face.

Second, this area of our town is part of the "country" portion of the dichotomy that gives us our unique identity and separates us from every other suburb of Dallas/Ft.Worth.

Third, the Town does not have an inherent obligation to change it's master plan to assure economic viability for a Developer's plan or desires. The free market should, and will, determined that over time.

Fourth, and arguably the most important, is the CTCDD does not, for the most part, gravity feed to our treatment plant. This means that sewerage this portion of town would require an extensive network of lift stations. Yes, the developers will normally assume the initial cost of sewer installation. But what no one mentions, is the Town will have to assume the responsibility for the costly maintenance of the lift stations and pump replacements forever! This will not help with taxes and the already high cost of water/sewer service in our town. Any honest sewer engineer will tell you designing a sewer system relying extensively on lift stations is not desirable.

For all of these reasons, I would ask that everyone involved in the decision process consider the Town's future carefully and **vote no** to amending the Master Plan to allow sewer in the CTCDD. I don't believe the citizens of Flower Mound want our town to lose it's unique identity and evolve into just another suburb of Dallas. We have something very special and unique in Flower Mound. Let's not destroy that.

Respectfully,
Rick Lust
Ridgecrest Dr.

(Please confirm receipt.)

Cindi Price

From: Warner Watkins
Sent: Monday, August 21, 2017 2:05 PM
To: planning; Town Council
Subject: Support MPA17-0007

Dear Commissioners and Town Council,

I am writing to urge your support of MPA17-0007. My son attends Founders Classical Academy of Flower Mound and we desperately need the room to grow. The school is under contract (and hopefully the landowner has approved the extension) for the property at the corner of 1171/Flower Mound Rd.

Commissioners, you already showed your support for sewer and this specific project when you approved the previous MPA and site plan. Your vote next Monday should reflect this same level of support!

Councilmembers, and especially Councilman McDaniel, this is what you asked for and I think it is a win-win for all. Density issues to the south are alleviated and our school campus will not have to dump 17,000 gallons of waste water on the property.

V/r,

Warner Watkins

Sent from my iPhone

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, SECTION 2.0, AREA PLANS, AND SECTION 9.0, WASTEWATER 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 CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT TO ESTATE RESIDENTIAL AND INSTITUTIONAL USES ON APPROXIMATELY 167.87 ACRES OF LAND SITUATED WITHIN THE MEP&P SURVEY, ABSTRACT NO. 935, J. MALONE SURVEY, ABSTRACT NO. 857, W. MALONE SURVEY, ABSTRACT NO. 855, AND ROCKPOINTE CHURCH ADDITION, BLOCK A, LOT 1R; TO REMOVE THE PROPERTY FROM THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN MAP; AND TO ADD THE PROPERTY TO THE LONG PRAIRIE WASTEWATER SERVICE DISTRICT MAP IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 19, 2001, the Town Council of the Town of Flower Mound adopted all nineteen component plans, specifically including the Land Use Plan, Area Plans, and Wastewater Plan, together with all amendments thereto, by Ordinance No. 24-01 as components to the Flower Mound Master Plan; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on August 28, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on September 5, 2017, with respect to the Master Plan Amendment described herein; and,

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

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

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

SECTION 1

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

Ordinance No. _____

Page 2

Approximately 167.87 acres of land situated within the MEP&P Survey, Abstract No. 935, J. Malone Survey, Abstract No. 857, W. Malone Survey, Abstract No. 855, and RockPointe Church Addition, Block A, Lot 1R, Denton County, Texas, and more fully described in Exhibit "A" hereto, (the "Project Area").

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 of the Project Area from Cross Timbers Conservation Development District to Estate Residential and Institutional uses as depicted on Exhibit "B," attached hereto and incorporated for all purposes.

Section 2.0, Area Plans, of the Master Plan, is hereby amended and changed to remove the Project Area from the Cross Timbers Conservation Development District Area Plan.

Section 9.0, Wastewater Plan, of the Master Plan, is hereby amended and changed to expand the boundary of the Long Prairie Wastewater Service District Map to include the Project Area.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

Ordinance No. _____

Page 3

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF
_____, 2017.**

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Ordinance No. _____

Page 4**Exhibit "A"**

Description of Property

Tract 1

Parcel ID Nos. R19284 and R19272

J. Malone Survey, Abstract No. 857 and W. Malone Survey, Abstract No. 855

Located at the southeast corner of Cross Timbers Road and Flower Mound Road and containing approximately 19.83 acres of land.

Tract 2

Parcel ID Nos. R19282, R19286 and R19600

J. Malone Survey, Abstract No. 857 and MEP&P Survey, Abstract No. 935

Located south of Tracts 1, 3 and 4 on the east side of Flower Mound Road and containing approximately 97.70 acres of land.

Tract 3

Parcel ID No. R564634

RockPointe Church Addition Block A, Lot 1R

Located on the south side of Cross Timbers Road and containing approximately 17.30 acres of land.

Tract 4

Parcel ID No. R19289

J. Malone Survey, Abstract No. 857

Located east of Tract 3 on the south side of Cross Timbers Road and containing approximately 5.88 acres of land.

Tract 5

Parcel ID No. R19613

MEP&P Survey, Abstract No. 935

Located south of Tract 4 on the north side of Quail Run Road and containing approximately 8.83 acres of land.

Tract 6

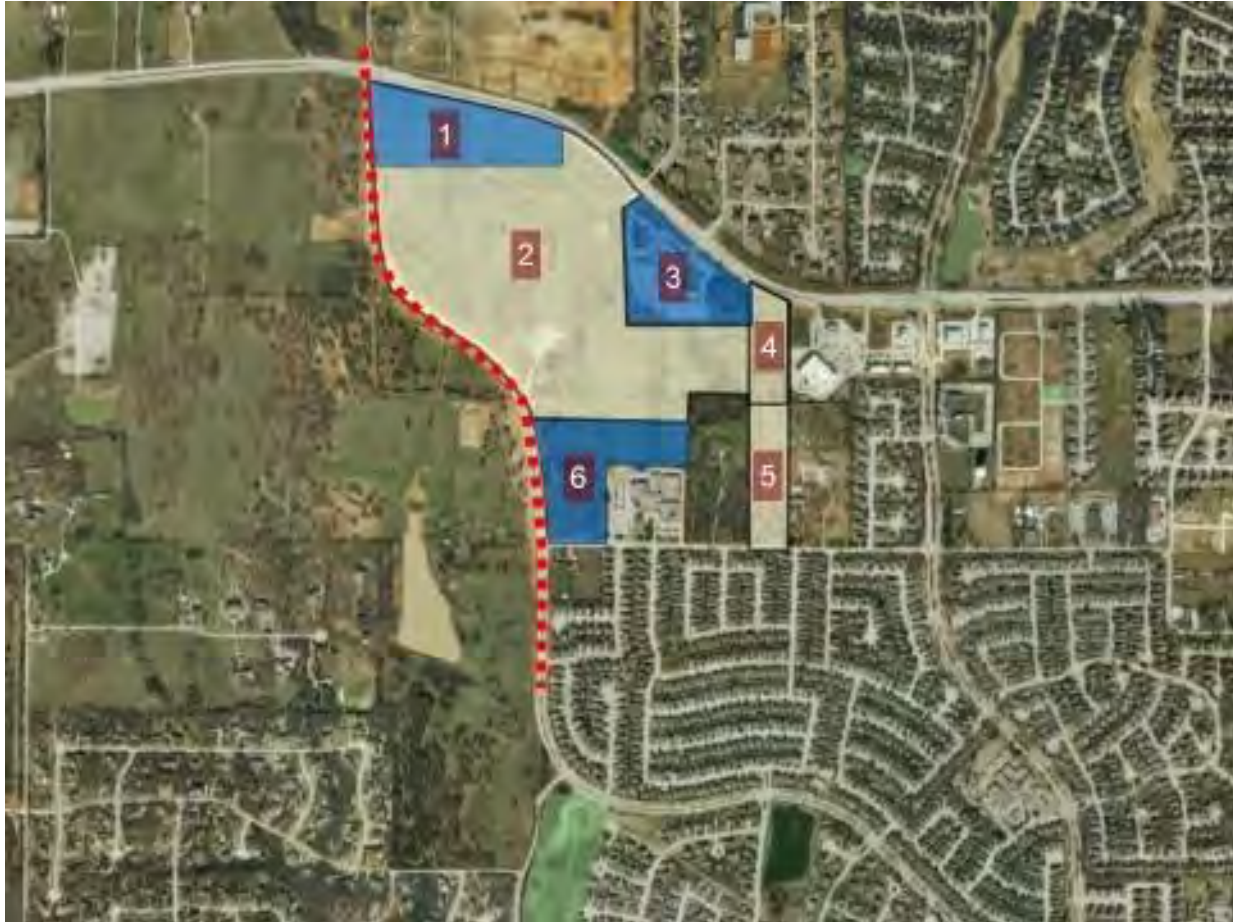
Parcel ID No. R244836

MEP&P Survey, Abstract No. 935

Located at the northeast corner of Quail Run Road and Flower Mound Road, north and west of Liberty Elementary, and containing approximately 18.33 acres of land.

Exhibit “B”

Depiction of Project Area



Cindi Price

From: Jennifer Christmas
Sent: Monday, August 28, 2017 4:27 PM
To: planning
Subject: P & Z /CTCDD

Hello,

As a Franklin hills resident I am concerned about the many acres I am hearing will be taken out of the conservation area. I understand that development is inevitable, however I am very concerned about the impact this much development and lack of protection for the conservation area will have on this quiet, wooded area of Flower mound. Please make sure this email gets routed to the appropriate parties. I understand the meeting is tonight-

Regards,
Jennifer Christmas

Sent from my iPhone

Cindi Price

From: Angela McCulley
Sent: Sunday, August 27, 2017 3:07 PM
To: planning
Subject: MPA 17-0007

Good afternoon,

I am writing to ask for your support and approval of MPA 17-0007. We are residents of Flower Mound, and our children attend Founders Classical Academy of Flower Mound. Our school community has already presented the reasoning for the school's need for expansion. I respectfully ask that you continue your support of our school as previously demonstrated by your prior vote of approval to extend sewer services to our proposed property.

One point of contention that I have read concerning this MPA proposal is that of increased housing density on the land immediately south of the proposed school site. The current land owner should be allowed to develop their land, but the MPA would not increase density to this area as some opponents have feared. It is my understanding that the 2 acre estate residential lot zoning is the least dense classification available in Flower Mound, negating the concern of increased housing density to this area.

Another point of contention is providing added sewer access to an area of the CTCCD. Sewer access has already been granted in very near proximity to the area in question under MPA 17-0007, and numerous studies have shown the sewer system in this area has the necessary capacity. Providing sewer service to this area is likely a more environmentally friendly method of wastewater treatment, and I believe the Planning and Zoning board has already agreed, as evidenced by your prior vote. Extending the boundary of the CTCCD to a more uniform boundary (using established Flower Mound Road as a line of demarcation) is a wise decision.

Once again, I thank you for your time and service to our town. I look forward to attending tomorrow night's meeting to watch our local government in action.

Sincerely,

Angela McCulley

Cindi Price

From: Tanja Oehlschlager
Sent: Monday, August 28, 2017 6:50 PM
To: planning
Subject: PZ Meeting - Cross Timbers Conservation

Dear P&Z Committee:

We just became aware of tonight's P&Z Meeting regarding the Amendment proposed for the Cross Timbers Conservation area. Since we are not able to attend the meeting tonight, we would like to express our opposition to this amendment in writing.

We moved to Flower Mound two years ago from Colleyville. What was most appealing to us about Flower Mound was the initiative to maintain nature and multiple-acre home and ranch sites. Flower Mound was designated one of the top family friendly towns in the U.S. and kids observing wildlife is an important component of experiencing life in Flower Mound and taking pride in their home town and country.

While living in Colleyville for fifteen years, we witnessed a beautiful town with horse pastures and small farms turn into a congested, high-density city without character. We were fortunate to buy a home in Flower Mound on 2 acres ... where we get to hear coyotes, and see bats, bobcats, roadrunners, foxes, deer and hogs. If the conservation area continues to be amended to allow for further developments, Flower Mound will no longer have the character that appeals to so many. Old and young will miss out on the connection with nature and the ability to escape the hustle and bustle of other suburbs.

The question arises as to why there would need to be a conservation area to begin with, when it can be "amended away" portion by portion? If the citizens of Flower Mound initially voted to establish a conservation area, then their vote should either stand or the conservation area in its entirety should be put up for voting again ... rather than slicing off parcels of land via amendments in hopes of silently defying the original purpose of conservation. There is little left of nature in "the metroplex" - let's preserve it!

Please vote to oppose this amendment and keep Flower Mound unique and beautiful by conserving its natural inheritance.

Thank you for serving the Citizens of Flower Mound!

Sincerely,

Aaron and Tanja Oehlschlager & Family

Cindi Price

From: Sandeep Sharma
Sent: Sunday, August 27, 2017 8:43 PM
To: Town Council; planning
Cc: TownSecretary
Subject: CTCDD Sewer related MP-Amendment - please vote NO

Dear Mayor, Town Council and P & Z Commissioners,

I am writing to you regarding the strategic direction of the CTCDD.

Please look at the big picture, the big vision that Town Councilmembers and Commissioners are expected to have.

One of the expectation that the Town has of its leaders is to make this Town a unique place; and not be yet another run-of-the-mill town.

What was the purpose and criteria for creating the boundaries of the CTCDD?
It definitely wasn't to follow the road lines, nor was it drawn for convenience.

http://flower-mound.com/AgendaCenter/ViewFile/Agenda/_08282017-2688

Let's take a step back and ask ourselves:
Why are we proposing this amendment?
What is the purpose of redrawing the lines?
Is it really necessary?

I am not in favor of this proposal, the request for a Master Plan Amendment (MPA17- 0007 – CTCDD Amendment) to amend Section 1.0, Land Use Plan, Section 2.0, Area Plans, and Section 9.0, Wastewater Plan, of the Master Plan to change the current land use designation from Cross Timbers Conservation Development District to Estate Residential and Institutional uses, and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property. The property is generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road.

The proposal write-up says that the land use within a master plan is typically based on geographic elements. Then it also says that "the Cross Timbers Conservation District preserves the integrity of the largely intact Cross Timbers ecological area"... "using conservation techniques that preserve the Cross Timbers ecosystem."

If so, then what is the rationale for this proposal?

We all understand that the north-south traffic movement in this area is a problem. We also know that the operation and maintenance cost of sewer in this particular geographical area would be high. Third thing that I do not understand is why we want to slowly destroy the natural beauty of this area.

My question is do we really need some of these developments so bad in CTCDD, that we are ready to compromise so much, for the only unique natural scenic conservation area that we have, not only in Flower Mound, but in the entire metro area?

The local government structure was setup where the Mayor set the agenda and the Town Council voted on it. Now we have a scenario, where this amendment has been proposed by the Town Council, and now will be voted too by the TC, if it gets recommended by the P & Z...seems kind of unfair.

Thanks
Sandeep Sharma

Cindi Price

From: lisassix
Sent: Monday, August 28, 2017 6:49 AM
To: planning
Subject: I m opposed to changes to the growth plan

OPPOSITION to MPA 17-0007 CTCDD Amendment

Lisa Six
26 year reident

3412 Shady Trail

Cindi Price

From: Cathy Strathmann
Sent: Monday, August 28, 2017 10:18 AM
To: planning
Subject: MPA17-0007

I am not in favor of this proposal, the request for a Master Plan Amendment (MPA17- 0007 – CTCDD Amendment) to amend Section 1.0, Land Use Plan, Section 2.0, Area Plans, and Section 9.0, Wastewater Plan, of the Master Plan to change the current land use designation from Cross Timbers Conservation Development District to Estate Residential and Institutional uses, and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property. The property is generally located south of Cross Timbers Road, east of Flower Mound Road, and north of Quail Run Road.

The CTCDD boundary is not drawn by us but by nature. It was created to preserve this land from over development thus destroying what we have fought so hard to protect. There is no reason to change it now. Changing boundaries or added just certain properties defeats the purpose. The costs down the road to all taxpayers to add sewer needs to be addressed also. I don't think for one minute this is the end but just the beginning.

Please vote no to any change in the CTCDD now and in the future.

Cathy Strathmann
2612 Belmont Court

Cindi Price

From: Neil
Sent: Monday, August 28, 2017 9:01 AM
To: planning
Subject: OPPOSITION to MPA 17-0007 CTCDD Amendment

I fully support the statements and principles described by KC Walsh. Support the Master Plan and the SMART Growth Management Plan. Do not change the CTCDD Area Plan and exclude 168 acres.

Neil Sutter

Cindi Price

From: kcwalsh
Sent: Sunday, August 27, 2017 9:34 PM
To: planning
Subject: OPPOSITION to MPA 17-0007 CTCDD Amendment

Please provide for record at both the P&Z meeting on August 28, 2017 and Town Council meeting September 5, 2017:

Dear Planning & Zoning and Town Council members,

I am writing in strict opposition to the MPA 17-0007 to change the CTCDD Area Plan and exclude 168 acres of property, changing the land use designations, and adding it to the wastewater service district.

This amendment to the Master Plan completely undermines to goals of the SMART Growth Management Plan adopted in 2000, which was implemented to ensure growth does not occur at the expense of environmental quality, community character or quality of life. It appears that the Town is simply changing the Master Plan to appease the wishes of developers, ultimately destroying the heart and balance of this community. Furthermore, it will establish a precedent that will be irreversible.

The National Citizen Survey report of 2017 which analyzed Flower Mound trends, noted five aspects decreased in ratings within the pillar of Governance, including aspects of Built Environment (land use, planning and zoning) as well as Community Engagement (overall direction, government acting in the best interest of Flower Mound and being honest). It is my sincerest belief that this continued degradation of the essence of Flower Mound through amendments (exemptions, variances, exceptions, etc.) is the largest contributing factor to this lack of faith in our local government.

KC Walsh
3525 High Road



TOWN COUNCIL AGENDA ITEM NO. 13 REGULAR ITEM

DATE: September 5, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution casting the Town of Flower Mound's vote for 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, 2017.

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 March 15, 2017, the Denco Area 9-1-1 requested participating municipalities nominate a representative for potential appointment to the district's board of managers. Three individuals were nominated. 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, 2017.

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

DRAFT MOTION: Move to approve a resolution casting the Town of Flower Mound's vote for _____ as a member of the Board of Managers of the Denco Area 9-1-1 Emergency Communications District.



Denco Area 9-1-1 District

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

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

RECEIVED

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

FROM: Mark Payne, Executive Director *MP*

DATE: June 16, 2017

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

JUN 19 2017

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

On March 15, 2017, 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, 2017 deadline:

Nominee
Sue Tejml

Nominating Municipality
City of Corinth
City of Highland Village
City of Lewisville
Town of Copper Canyon
Town of Hickory Creek
Town of North Lake
Town of Trophy Club

David Terre

City of The Colony

Chrystal Davis

City of Carrollton

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, 2017.** 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

Sue Rosson Tejml

March 2016

835 Orchid Hill Lane
Argyle-Copper Canyon, TX 76226-4526

Metro: 940-241-2216
[REDACTED]

PERSONAL: Native Texan; raised in Corpus Christi (Copper Canyon resident since 1991)
Married to husband Emil Tejml (engineer & attorney, retired Hoechst-Celanese VP)
(In case you wondered, his Czech name does rhyme – A mull TAY mull.)
Three adult children (all A&M grads), seven grandchildren (ages 4 to 28)
With corporate moves, we have lived in 4 states, 6 Texas cities & worked abroad
Stay-at-home mother, until I became an attorney at age 40.

EDUCATION: University of Texas at Austin (B.A. History)
University of Hawaii (all summer, literature & history of the Pacific)
Texas A&M University at Kingsville (M.A. History)
Rice University (full scholarship for PhD History, lack dissertation for degree)
New York University Law School (2 years) - U. of Houston Law School (LL.B.)

MAYOR: Town of Copper Canyon for 12 years; re-elected unopposed 7th term 2017-2019

2015 Copper Canyon ranked #6 in Ten Best Neighborhoods in DFW Metroplex by *Dallas Morning News*, ranked #4 in safety for residents

Leadership North Texas Graduate – North Texas Commission – 2015 Class 6

Denco 911 – Board of Managers 2013-2017; nominee for 3rd term 2017-2019

“What’s Happening in Copper Canyon”

For 12 years I have personally written this monthly Mayor’s column in *The Cross Timbers Gazette*, a local newspaper with 41,000 circulation. (Second in circulation in Denton County only to the *Dallas Morning News*.) This has been my attempt to keep residents informed of events in our Town and also of subjects of general interest in the area – roads, water, gas well drilling, etc.

Initiated Annual Denton County Mayors Crime Luncheon (2012-2017)

The goal was to coordinate information on area crime between the Mayors, their Police Chiefs, the Denton County Sheriff’s Office, the Commissioners Court, our Texas Legislature representatives, and our US Congressman.

Denton County Emergency Services District #1

Our small Town’s dilemma was inability to adequately fund emergency services. The Founding Committee’s task was to educate residents on the benefits of an ESD. The ESD would collectively provide fire and emergency medical services to the towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and FWSD #6 and #7 in Lantana. But a specific property tax would be needed to fund it. ESD#1 was created in 2006 by a 62% positive vote in a district-wide election.

Drafting Committee: "Best Practices for Municipalities and Gas Pipelines"

(Adopted 2010 by most cities and pipeline corporations with gas pipeline operations in Denton County.) This was a collaborative effort of Mayors, Denton County Commissioners, and the Texas Pipeline Association.

The goal was to **expedite safe pipeline construction**, but with a **minimal impact** on landowners, local businesses, and future development plans of each city.

Argyle Volunteer Fire District Board (Served 12 years, 2005 to present)**Neighborhood Watch and Crime Prevention**

Copper Canyon does not have a police department. Resident Block Captains were recruited for each street in town. The Town Council then contracted to pay for two Sheriff's Deputies dedicated to Copper Canyon for 80 hours per week. On every shift the Deputy patrols each street in Copper Canyon at least once and sometimes twice. The result has been a virtually crime free community for the past nine years. (It helps that the town is a stable community with neighbors personally knowing each other for years.)

LEGAL: Solo Attorney 15 years (General Civil Practice - municipal, family law, oil & gas)
Matagorda County Bar Association - President
State Bar of Texas: State CLE Committee
District 5 Admissions
Texas Bar Foundation - Life Member

FAMILY LAW: Board Certified Family Law (for 10 years)
Texas Supreme Court Committee on Child Support Guidelines
Texas Supreme Court Committee on Child Visitation Guidelines

MUNICIPAL: City Attorney of Bay City, Texas (for 6 years; population approx. 20,000)
Municipal Prosecutor
Legal Advisor to Police Department
Bay City Home Rule Charter Commission (elected public office, Co-Chairman)
Texas City Attorneys Association

VOLUNTEER: CASA of Denton County (2 years)
(Volunteer as a Court appointed Special Advocate for abused children)
HUG Romania – Volunteer in a Romanian orphanage for 3 weeks
CERT trained for Town of Copper Canyon's Emergency Response

INTERESTS: **Home Design:** Designed 5 of our family homes, including home in Copper Canyon
Misc.: Computer, cooking, dollhouse miniatures, hunting, organic gardening
Read: Biography, history, current global events, 1800's British romance novels

WORLD TRAVEL: **Eisenhower "People to People Ambassador"** – Texas guest of China's Department of Justice for one month with 50 American women attorneys & judges

Have visited for a week to a month each in: Alaska, Australia, Bermuda, Beirut, Canada, China, Czech Republic, England, France, Germany, Greece, Hawaii, Ireland, Italy, Japan, Mexico, Romania, Russia, Saudi Arabia, Scotland, Singapore, Switzerland, Tahiti, Turkey, Venezuela, & Wales.

Hope to visit: Africa, Argentina, Brazil, Egypt, India, Israel, New Zealand, Peru, & Tasmania.

2017 Travel: Two weeks in Far East in April – Korea and Japan (Hopefully, without military conflict)

NOTE: Way more than you wanted to know! But, if you have read this far – Thank you.

Being on Denco 911's Board for four years has been an enlightening experience for me. We take for granted that when we call 911, a qualified person will answer and immediately send help. Dallas's recent experience is sobering. Lives are at stake when an emergency call center is understaffed AND there are communication difficulties!

The Denton County Sheriff's Office kindly accommodated my request to "sit in" on a shift of 911 active dispatchers. WOW! The stress is so obvious, because minutes mean the difference in response to a heart attack or child not breathing or home fire or traffic accident. Training is critical! The Dispatcher has seconds to get accurate answers from a person who may be understandably hysterical in the midst of a personal emergency or even tragedy!

If you can, I would genuinely appreciate your support for another two years on Denco 911's Board. And, in return, I promise to keep learning how we can make our Denco 911 continue to be the best it can be for everyone in need of emergency response in Denton County.

Sue Tejml

David Terre
3941 Teal Cove
The Colony, Texas 75056
972 740-4526

EDUCATION

Moberly Community College (2 Years)

Drake University

Earned a BS Degree in Business Administration and a Minor in Economics

EMPLOYMENT HISTORY

Enjoyed a wonderful 46 year career working for Wilson Sporting Goods; rose through the ranks to become VP of Sales responsible for all domestic sales. Along the way, also managed European Sales Operations while living in Germany and playing professional basketball in Belgium. Worked in marketing coordinating successful new product introductions; and, also managed West Coast Distribution Operations.

THE COLONY PLANNING and ZONING COMMISSION

Served 3 years- 2008 thru 2011 as a member and Vice Chair of the board.

THE COLONY CITY COUNCIL

- Elected in 2011 and received the honor of being elected Mayor Pro Tem during my first term.
- In 2012 appointed to the Local Development Corporation Board of Directors to oversee Grandscape (Nebraska Furniture Mart) Development.
- In 2013 became the first Council Member from The Colony to ever be elected to Denton County Tax Appraisal District Board of Directors.
- Was reelected in 2014 to a second term on council, receiving 71% of the total vote in a three candidate race.

HONORS RECEIVED

1982 Drake University Basketball Hall of Fame

1994 Moberly Community College Basketball Hall of Fame

1995-2003 Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team

1999 Received Wilson Wall of Fame Honor

2007 Selected as Moberly Community College Outstanding Alumni of The Year

2013 Received Washington High School Hall of Honor Award

Chrystal Davis
1317 Oneida Drive, Carrollton, TX 75010
940-465-6860
Chrystal.Davis@cityofcarrollton.com

Summary:

An effective problem solver and relationship builder skilled in enlisting the support of team members in aligning with project and organizational goals. Executive Team member with over 12 years' experience in municipal government providing guidance and direction to various operational areas.

Experience:

City of Carrollton, Carrollton, TX

Assistant City Manager

Jan 2016 – present

- Provide direction and guidance to various departments, which include Parks and Recreation, Library, Fleet and Facilities, Human Resources and Administrative Services. Work with various departments in regards to our regional dispatch center, NTECC. Evaluate performance within assigned City departments, program categories and services to ensure prompt, efficient and effective service delivery.
- Responsible for assistance and support to the City Manager and City Council. Assists the City Council in responding to inquiries and/or requests for information from citizens.

City of Carrollton, Carrollton, TX

Workforce Services & Civil Service Director

July 2013–Jan 2016

- Responsible for daily operational HR functions, to include: Strategic planning, staffing, employee relations/investigations, HRIS administration, management development, performance management, benefit administration and civil service administration.
- Successfully took all employee benefits to market and transitioned to a new TPA and healthcare network.
- Worked closely with the Deferred Compensation Employee Advisory committee and The Hyas Group to consolidate deferred compensation providers.
- Worked with NTECC Executive Director and Board to establish new policies and HR procedures for the consolidated dispatch center.
- Transitioned to a robust Applicant Tracking system with Spanish application capabilities, a customizable screening tool and a manager self-service component.
- Transitioned working spouses off of the health plan which resulted in an approximate \$700,000 savings to the health fund.
- Eliminated performance evaluations and transitioned the organization to goal setting.
- Conducted a dependent audit which eliminated 12 dependents from the health plan and provided a \$60,000 savings to the health fund.
- Introduced lower cost healthcare solutions to the clinic to save employee & health fund dollars.
- Shared HR and clinic services with multiple governmental entities.

City of Carrollton, Carrollton, TX

Workforce Services Manager & Civil Service Administrator

May 2007–July 2013

- Responsible for HR functions, to include: Strategic planning, staffing, employee relations/investigations, management development, performance management and civil service administration. Lead a staff of 5 in support of 850+ employees in 20+ locations.
- Successfully competed with the open market and was declared Substantially Competitive maintaining all HR functions. Down-sized from a staff of 12 to 7.75.
- Eliminated department overtime for 5 consecutive years with a savings over \$50,000.
- Provided in-house recruitments for key positions to eliminate headhunter costs resulting in approximately \$100,000 savings.
- Hired Stimulus Workers and hosted a job fair in effort to fill 250 positions for 42 local businesses, including the City of Carrollton. Efforts recognized by the Wall Street Journal.
- Implemented first online application system and initiated the automation of hiring and exiting forms. Designed workflow for paperless personnel files.
- Implemented the Employee Health & Wellness Center.

City of Carrollton, Carrollton, TX

Staffing Coordinator & Civil Service Administrator

Mar 2005–May 2007

- Worked on the Lawson project to setup first online application system that would interface with the new HRIS.
- Screened paper applications and managed advertising contracts.
- Coordinated special recruitments and conducted pre-employment testing.
- Conducted FLSA audit various positions not previously audited.
- Updated job descriptions and created job descriptions for new positions.
- Maintained DOT drug testing software and handled all random drug testing.
- Administered all Civil Service exams and served as the liaison to the Civil Service Commission.

Financial Center Credit Union, Stockton, CA

Human Resources & Development Manager

Mar 2002–Mar 2005

- Responsible for all HR functions, including: Strategic planning, staffing, employee relations, ADP payroll, management development, benefits administration, compensation & classification and performance management.
- Supported 120 employees in 4 locations.
- Instituted first Classification and Compensation system to ensure market competitiveness.
- Handled all workers' compensation claims and unemployment hearings.
- Developed training curriculum for new loan software and transitioned organization to automated underwriting system.

Providian Financial, Sacramento, CA

Trainer/On-The-Job Training Coach/Collection Rep

Apr 2000-Mar 2002

- Trained new collection representatives.
- Monitored calls for quality assurance.
- Coached employees on the job for maximum performance & customer service.
- Trained and transitioned 400 sales employees to collections.

Education: California State University Stanislaus, Turlock, CA
Bachelor's Degree – Business Administration

Certification: Certified Public Manager (CPM), Arlington, TX – in progress
Texas State University – NCTCOG

Professional in Human Resources (PHR)

Human Resource Certification Institute

Society for Human Resource Management - Certified Professional (SHRM-CP)

Society for Human Resource Management

**Advisory
Roles:**

Carrollton Leadership Academy (CLA), Organizational Efficiency Task Force (OETF),
Compensation Committee, IT Technical Advisory Committee, Fiduciary Committee, IT Steering
Committee, Executive Team

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 _____ 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, 2017.

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 5th DAY OF SEPTEMBER, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Town Council Future Agenda Items



SCHEDULED	9/18/2017	Presentation	Proclamation for Blood Cancer Awareness Month
		Presentation	Recognition of the 2017 Food Service Award of Excellence winners and National Food Safety Month
		Presentation	Recognition of Atmos Energy for funding Carbon Monoxide monitors
		Consent	Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 5, 2017.
		Consent	Consider acceptance of grant funds from Atmos Energy Corporation to purchase carbon monoxide detectors for the Fire Department.
		Consent	Consider approval of the purchase of Firefighter uniforms from Red the Uniform Tailor through the City of Frisco Cooperative Bid No. 1405-067
		Consent	Consider approval of the purchase and installation of a Building Management Control System for the new Town Hall, from Schneider Electric Buildings America, INC., a sole source provider of this equipment for the Town, in the amount of \$335,014.00.
		Consent	Consider approval of application by the Town of Flower Mound to join the FEMA Community Rating System (CRS) Program; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Canyon Falls Park project, in the amount of \$146,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase and installation of shade structures for the Glenwick Park Playground project, from Playcraft Systems, through the Texas Local Government Purchasing Cooperative, in the amount of \$25,317.78.
		Consent	Consider approval of the Professional Services Agreement with Studio Outside Landscape Architecture for the design services associated with the Rheudasil Park Amenities project, in the amount of \$135,000.00; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	9/18/2017	Regular	consider approval of an ordinance amending Appendix A of the Code of Ordinances by revising the charges reconnection fees and for residential and nonresidential water and wastewater service; providing a severability clause; providing for publication; and providing an effective date.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.
		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, 2017, and ending on September 30, 2018.
		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, 2017, and ending on September 30, 2018.
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, 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, 2017.
	9/21/2017	Regular	Meeting date reserved for Town Council interviews with current board and commission members with upcoming term expiration dates, and new applicants.
	9/26/2017	Regular	Meeting date reserved for Town Council interviews with current board and commission members with upcoming term expiration dates, and new applicants.
	9/28/2017	Regular	Tentative date reserved for Town Council interviews with current board and commission members with upcoming term expiration dates, and new applicants.
	10/2/2017	Consent	Consider approval of an agreement with Denton County Emergency Services District No. 1 to provide fire suppression and emergency medical services to citizens located in designated areas of the Town of Northlake and other designated areas of Denton County, and authorization for the Mayor to execute same on behalf of the Town.
	10/16/2017	Presentation	Recognition of National Night Out Neighborhood Winner and Poster Contest Winners

SCHEDULED	10/16/2017	Presentation	Presentation of Lifesaving Award to Engineer Chris Blair, Engineer Tim Mackling, Firefighter Eric Frias, Firefighter Ryan Hughes and Firefighter Scott Walley.
		Consent	2013 Street Reconstruction - Sheffield Court and Colonial Drive Change Order No. 1 and Final Acceptance.
		Consent	FM 2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
		Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
		Consent	McKamy Creek Road Change Order 2 and Final Acceptance.
		Consent	Forest Vista Change Order 4 and Final Acceptance.
		Consent	Skillern Road Design
	11/6/2017	Consent	Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.
	11/20/2017	Consent	Fire Station #7 Design Award.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
	12/4/2017	Consent	Heritage Park Phase IV Construction Award.
	12/18/2017	Consent	Heritage Park Phase IV Testing Award.