

AGENDA

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

12/18/2017

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. **PUBLIC PARTICIPATION**

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

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

E. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

F. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Parks Board oversight
4. Possible application of Tax Increment Financing or other tax incentive mechanisms for the Lakeside Business District area

G. **FUTURE AGENDA ITEMS**

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

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H. COORDINATION OF CALENDARS

1. The first regular meeting of 2018 is scheduled for Thursday, January 18th.
2. Propose moving Monday, May 7, 2018, regular meeting to Tuesday, May 8, 2018, for the purpose of canvassing the general election.

I. CONSENT AGENDA - Consent Items

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

1. **Minutes 12/4-** Consider approval of the minutes from a regular meeting of the Town Council held on December 4, 2017.
2. **Town Hall A/V system-** Consider approval of the design, purchase, and installation of goods and services for the audio visual systems equipment for the new Town Hall to Intent Digital in the amount of \$564,000.
3. **Reinsurance contract-** Consider approval of a contract with Blue Cross Blue Shield of Texas in the amount of \$441,241 for reinsurance coverage for the Town's Group Health Plan; and authorization for the Mayor to execute same on behalf of the Town.
4. **Youth Programs Standards of Care-** Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
5. **Senior Center Special Event-** Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition.
6. **Independence Fest-** Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2018 Independence Fest.
7. **FY 16-17 Final Budget Amendment-** Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016, and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, 02-17, 10-17, 17-17, and 22-17 for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund, Parks and Recreation Special Activities Fund and the Technology Replacement Fund.
8. **FY 17-18 1st Budget Amendment-** Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 for adjustments to the General Fund, Utility Fund, IRS Equitable Sharing Fund, Chapter 59 Seizure Fund, and Vehicle and Equipment Replacement Fund.
9. **FY 17-18 1st Fire District Budget Amendment-** 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 amending 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, as adopted by Resolution No. 15-17.

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10. **Heart monitor maintenance contract-** Consider approval of an Extended Five Year Warranty and Preventative Maintenance Contract with Zoll Medical Corporation for the Fire Department's heart monitors in the amount of \$80,430.00 due in five equal annual payments; and authorization for the Mayor to execute same on behalf of the Town.
11. **Skilern Road design-** Consider approval of the Professional Services Agreement with Wade Trim, to provide professional engineering services, for the Skilern Road project in the amount of \$59,999.00; and authorization for the Mayor to execute same on behalf of the Town.
12. **Oak St Lift Station - final acceptance-** Consider approval of Change Order No. 3 and final acceptance of the Oak Street Phase III Lift Station and Force Main project, amending the contract with S.J. Louis Construction of Texas, Ltd., for an increase to the contract in the amount of \$27,065.00, and authorizing final payment to S.J. Louis Construction of Texas, Ltd., in the amount of \$326,821.20; and authorization for the Mayor to execute same on behalf of the Town.
13. **Upper Timber Creek Interceptor-** Consider approval of Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide additional design services, for the Upper Timber Creek Interceptor Phase IV project, in the amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town.
14. **SOQ Selections for Appraisers-** Consider approval of two real property appraisal groups to provide professional real property appraisal services for the Town for a two-year term ending December 18, 2019.
15. **Manhole Repair - final acceptance-** Consider approval of Change Order No. 1 and final acceptance of the Inflow-Infiltration Evaluation & Repair (2016 Manhole Rehab) project, amending the contract with Fuquay, Inc., for a decrease to the contract in the amount of \$97,842.55, and authorizing final payment to Fuquay, Inc., in the amount of \$19,635.88; and authorization for the Mayor to execute same on behalf of the Town.
16. **TIRZ Annual Report 2017-** Consider approval of the 2017 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

J. REGULAR ITEMS

17. **Public Hearing - Oakbridge, Ph. 2-** Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on the property proposed for development as Oakbridge at Flower Mound, Phase 2. The property is generally located south of Flower Mound Road and west of Lake Forest Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its December 5, 2017, meeting).
18. **Public Hearing-ZPD-The Point-** Public Hearing to consider a request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and Pro-rata Agreement for wastewater improvements, and authorization for Mayor to execute same on behalf of the Town, and acceptance of

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cash in lieu of land in the amount of \$7,289,587.20 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$800,876.00. The property is generally located east of Long Prairie Road and north of Silveron Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its December 11, 2017, meeting.)

19. **Parker Square Lease Agreement-** Consider approval of the 650 Parker Square Lease Termination Agreement.
20. **Electioneering-** Consider establishing rules for electioneering at polling locations.

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

Executive Conference Room

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

L. CLOSED MEETING

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

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.
- d. Consultation with Attorney as follows:
 1. River Walk water line repair claim
 2. A residents complaint

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

M. RECONVENE TO REGULAR MEETING

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

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N. 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: December 14, 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: December 18, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on December 4, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting on December 4, 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 held on December 4, 2017.

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 4TH DAY OF DECEMBER 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.

[Click here](#) for the Meeting Video Link (subject to change)

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

Tom Hayden	Mayor
Don McDaniel	Mayor Pro Tem
Kevin Bryant	Deputy Mayor Pro Tem
Jason Webb	Councilmember Place 1
Bryan Webb	Councilmember Place 2
Claudio Forest	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Tiffany Bruce	Engineering Manager
Chuck Jennings	Director of Parks and Recreation
Andrea Roy	Director of Economic Development
Gary Sims	Executive Director of Community Services
Molly Fox	Director of Communications

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Mike Liles gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Announcement and Presentation of 2017 Outstanding Citizenship Award(s)

Mayor Hayden provided background information about the recognition program.

Kathy O'Keefe, Chair of the 2017 Outstanding Citizenship Award Committee, gave a presentation identifying or noting:

- Background information about the program, including:
 - o Purpose
 - o Criteria
 - o Committee members

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- o Nominations summary
- o A summary of what the winning recipients get
- Committee feedback
 - o Clarification regarding if the works of the nominee should be focused on what they have done in Flower Mound or simply if they were from Flower Mound:
 - There was Council consensus that the focus should be about the work they have done in Flower Mound.
 - o Clarification regarding if a current member of Council should be eligible to win:
 - There was Council consensus that a current member of Council should not be eligible to win
- With the announcement of the 2017 recipients:
 - o Marilyn Lawson (Individual)
 - o Flower Mound Garden Club (Group)

Mayor Hayden recited and presented a Proclamation for each recipient.

2. Town of Flower Mound Communications Department Awards Presentation

Molly Fox, Director of Communications, provided a summary of the state and national awards the Communications team received over the last five years.

3. Bands of America Grand National Championship recognition for Marcus High School and Flower Mound High School bands

Band Directors Amanda Drinkwater (Marcus High School) and Brent Biskup (Flower Mound High School) accepted the certificates of recognition for their respective schools. Various student band members from each school also attended.

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.

Police Chief Kancel and Officer Buck reported on the Santa Cops program and collected donated toys from the Town Council.

	Speaker names and address	Subject (as written on the form)
1.	Karen Rawson, 1409 Basil Dr	Lighting at The Hound Mound, Memorial to Andrew Rawson
2.	Cale Balusek, 3705 Hillsdale Dr With donated time from: Steven Balusek, 3705 Hillsdale Dr	Tennis Tournament Update/Fundraiser
3.	Doug Brown, 1721 Ingleside Dr	Veterans
4.	Paul Stone, 4100 Broadway	Christmas Parade

F. ANNOUNCEMENTS

Councilmember Forest announced that the Summit Club will be collecting canned goods at the parade on December 9th.

Councilmember Jason Webb had the following announcements:

1. appreciation for the bands and their accomplishments, including the life lessons that are being taught that go beyond just playing an instrument
2. how it's a great time of year to give back to the non-profits in our community

Deputy Mayor Pro Tem Bryant stressed the importance of driving safely throughout the community, and to slow down and follow the speed limit.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update and discussion on the following projects:

1. Capital improvement projects
 - College and FM 2499
 - Traffic signal at US 377 and Canyon Falls
 - Cortadera Pond
 - Rheudasil Pond
 - FM 2499 drainage improvements
 - Small cell node applications
2. Economic Development projects
 - Retail and restaurant survey
 - Crossfire Defense Academy now open
 - Niagara Conservation business update
3. Tennis Center options

Mayor Hayden provided background information regarding efforts that have been made with LISD officials as it relates to either purchasing land from LISD or using their existing tennis courts.

Mr. Jennings gave a presentation identifying or noting:

- Minimum site requirements needed for a tennis center
- Possible locations for a tennis center and the pros and cons of each site option:
 - o Leonard Johns Park/LISD Administration Campus
 - o Gerault Park/Community Activity Center
 - o LISD Property near Liberty Elementary
 - o Dunham Ranch Recreational Area

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

- When looking at land, was privately owned land considered
- Have future large projects been identified as a way to get park land that is needed
- Funding sources
- Is there any other park land out there that is large enough to be converted to this additional use

and there was Council discussion regarding:

- Possibility of having a ballot item with the May election for the voters to decide if they are interested in funding a tennis center

and there was direction provided from a consensus of Council to:

- Have staff look into additional options, including possible private property locations

4. Lighting at The Hound Mound dog park

Mr. Jennings gave a presentation identifying or noting:

- Memorial donation for safety lighting
- Considerations
- The purpose of the lights is solely to allow people to exit safely at closing time (particularly during the winter months when it gets dark sooner), and not meant to extend the hours of the park
- Recommended locations for lighting within the park
- Example of the proposed solar powered light, and it's designed to illuminate a 30 foot radius

and he responded to questions from Council as follows:

- What is the cost per light
- What are the current hours at the dog park

and there was Council discussion regarding:

- Ms. Rawson's feedback on how the Town proceeds needs to be taken into account
- Appreciation for the \$10,000 to \$11,000 to be donated by the Rawson family toward the purchase of the lights
- Interest in enhancing what is proposed by adding 3 or 4 more additional lights than what is proposed to better light the parking lot and entrances
- Consider a higher power solar light (something better than 300 lumens)
- How the additional lighting is great from a safety perspective; however, caution needs to be given with respect to unintended consequences of extending the hours of the park as well as light pollution out of respect for the neighbors and the natural environment

Other questions for the Town Manager:

Deputy Mayor Pro Tem Bryant requested an update on what will happen to the turtles at Wilkerson and Rheudasil Park pond, and Mr. Simms responded that the pond will be restocked and they will bring back the turtles.

H. FUTURE AGENDA ITEMS

1. Mayor Hayden indicated that the owner of the new business Crossfire has offered the Town to use their property for holiday lighting or an entrance sign.

I. COORDINATION OF CALENDARS

1. A special work session date is scheduled for Thursday, December 14th.

Mayor Hayden announced the special work session date of December 14th and confirmed there will be a consensus of Council in attendance.

2. A regular meeting is a scheduled for Monday, December 18th.

Mayor Hayden announced the regular meeting date of December 18th and confirmed there will be a consensus of Council in attendance.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on November 20, 2017.

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on November 20, 2017.

2. Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$141,600.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$141,600.00; and authorization for the Mayor to execute same on behalf of the Town.

3. Consider approval of a resolution authorizing the adoption of the Program Year 2016 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

DRAFT MOTION: Move to approve a resolution authorizing the adoption of the Program Year 2016 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. 26-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2016 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

4. Consider approval for the final acceptance of the Forest Vista Drive Reconstruction project, and authorization of final payment to Tiseo Paving Company, in the amount of \$150,790.04.

DRAFT MOTION: Move to approve the final acceptance of the Forest Vista Drive Reconstruction project, and authorization of final payment to Tiseo Paving Company, in the amount of \$150,790.04.

5. Consider approval for the final acceptance of the McKamy Creek Road Reconstruction project, and authorization of final payment to Tiseo Paving Company, in the amount of \$63,322.00.

DRAFT MOTION: Move to approve the final acceptance of the McKamy Creek Road Reconstruction project, and authorization of final payment to Tiseo Paving Company, in the amount of \$63,322.00.

6. Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at River Walk Drive Intersection Improvements project in the amount of \$87,500.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 1171 at River Walk Drive Intersection Improvements project in the amount of \$87,500.00; and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of Change Order No. 1 and final acceptance of the FM 2499 12-Inch Water Line Phase III Section 2 project, amending the contract with Wildstone Construction, LLC, for a decrease to the contract in the amount of \$11,410.80, and authorizing final payment to Wildstone Construction, LLC, in the amount of \$36,462.12; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve Change Order No. 1 and final acceptance of the FM 2499 12-Inch Water Line Phase III Section 2 project, amending the contract with Wildstone Construction, LLC, for a decrease to the contract in the amount of \$11,410.80, and authorizing final payment to Wildstone Construction, LLC, in the amount of \$36,462.12; and authorization for the Mayor to execute same on behalf of the Town.

8. Consider approval of the Professional Services Agreement with Criado and Associates, Inc., to provide professional engineering services, for the Churchill Drive project in the amount of \$66,706.00; and authorization for the Mayor to execute same on behalf of the Town .

DRAFT MOTION: Move to approve the Professional Services Agreement with Criado and Associates, Inc., to provide professional engineering services, for the Churchill Drive project in the amount of \$66,706.00; and authorization for the Mayor to execute same on behalf of the Town

9. Consider approval of the award of Request for Bid Number 2018-9-A to the lowest responsive, responsible bidder, Professional Pavement Products, Inc., for an estimated annual expenditure of \$170,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with three one-year renewal options. Renewal options will be used for maintenance purposes after year one.

DRAFT MOTION: Move to approve the award of Request for Bid Number 2018-9-A to the lowest responsive, responsible bidder, Professional Pavement Products, Inc., for an estimated annual expenditure of \$170,000; and authorization for the Mayor to execute same on behalf of the Town. The contract is for one-year with three one-year renewal options. Renewal options will be used for maintenance purposes after year one.

10. This item was pulled from consent.

11. Consider approval of the purchase of a Self-Contained Breathing Apparatus (SCBA) package including spare SCBA bottles, Rapid Intervention Team (RIT) packs and 5500 psi air packs with cylinders, through BuyBoard Purchasing Contract No. 524-17 in the total amount of \$105,300.00; and authorization for the Mayor to approve same on behalf of the Town.

DRAFT MOTION: Move to approve the purchase of a Self-Contained Breathing Apparatus (SCBA) package including spare SCBA bottles, Rapid Intervention Team (RIT) packs and 5500 psi air packs with cylinders, through BuyBoard Purchasing Contract No. 524-17 in the total amount of \$105,300.00; and authorization for the Mayor to approve same on behalf of the Town.

12. Consider approval of an Annual Preventative Maintenance Agreement with Gifford Electric, Inc. for the Town's Outdoor Warning Siren System in the amount of \$15,660.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve an Annual Preventative Maintenance Agreement with Gifford Electric, Inc. for the Town's Outdoor Warning Siren System in the amount of \$15,660.00; and authorization for the Mayor to execute same on behalf of the Town.

13. Consider approval of an Interlocal Agreement with the Denton County Tax Assessor-Collector (Denton County) for the continuation of the Scofflaw program, and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve an Interlocal Agreement with the Denton County Tax Assessor-Collector (Denton County) for the continuation of the Scofflaw program, and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Bryan Webb moved to approve by consent Items 1 - 9, 11 - 13. Mayor Pro Tem McDaniel seconded the motion. Each item, as approved by consent, is restated above along with the approved draft motion, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

K. REGULAR ITEMS

10. Consider approval of the Atrium at F.M. Lease Extension and Termination Agreement.

Mayor Pro Tem McDaniel indicated he had the item pulled because he wanted to make sure there is a transition plan so there is not a huge vacancy when the Town leaves as a tenant.

Mr. Stathatos pointed out the Town's role in assisting the property owner in filling the space.

Mayor Pro Tem McDaniel moved to approve to the Atrium at F.M. Lease Extension and Termination Agreement. Councilmember Bryant seconded the motion.

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

14. Public Hearing to consider approval of a Chapter 3809 Agreement between the Town of Flower Mound and Mannatech, Inc.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Site location
- Mannatech relocation
- Proposed incentive
- Cost benefit analysis

Mayor Hayden opened the Public Hearing at 8:06 p.m. No one spoke in support or opposition. Mayor Hayden closed the Public Hearing at 8:06 p.m.

Mayor Pro Tem McDaniel moved to approve to the Chapter 380 Agreement between the Town of Flower Mound and Mannatech, Inc., and authorize the Mayor to execute same on behalf of the Town. Councilmember Bryant seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: FOREST, J WEBB, BRYANT, MCDANIEL****NAYS: B WEBB**

15. Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2018, in the principal amount not to exceed \$10,900,000.

Staff Presentation

Ms. Wallace provided background information about the item.

Mayor Pro Tem McDaniel moved to approve a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2018, in the principal amount not to exceed \$10,900,000. Councilmember Bryan Webb seconded the motion.

RESOLUTION NO. 25-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

16. Consider approval of a Professional Services Agreement for design services for the renovation and expansion of the Flower Mound Library with Komatsu Architecture., for \$794,963; authorization for the Mayor to execute the same on behalf of the Town; and authorization of the construction manager at risk contracting method for renovation and expansion of the Flower Mound Library.

Staff Presentation

Ms. Wallace gave a presentation identifying or noting:

- History and background information
- Design process and anticipated construction beginning September 2018
- Conceptual plan

And there was Council discussion as follows:

- Interest in having the western exposure incorporate outdoor open space that is connected to the library
- Interest in listening to the land and include a flow from one to the other with things like patios and windows
- Interest in integrating the adjacent park with the Library
- Interest in having an additional entrance from the park side of the building, or even just a path to the Library entrance
- Appreciation for the library staff for their perseverance over the years as other projects were moved ahead

And she responded to questions from Council as follows:

- Would Council have another opportunity to provide input on the conceptual design
- Clarification regarding the scope of work for the renovation portion of the library
- Concerns regarding early closing hours at the library, particularly on Thursdays

Dana Compton, Komatsu Architecture

Ms. Compton pointed out the process in the building design and indicated there would be an additional opportunity for feedback.

Mayor Pro Tem McDaniel moved to approve a Professional Services Agreement for design services for the renovation and expansion of the Flower Mound Library with Komatsu Architecture, for \$794,963; authorization for the Mayor to execute the same on behalf of the

Town; and authorization of the construction manager at risk contracting method for renovation and expansion of the Flower Mound Library. Councilmember Forest seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:28 p.m. on December 4, 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 8:46 p.m. on December 4, 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.

- d. Consultation with Attorney as follows:

1. Professional Services and Management Agreement between the Town of Flower Mound and DayOne Consulting, LLC. and 650 Parker Square Lease Agreement.

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 8:46 p.m. on December 4, 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. 2

CONSENT ITEM

DATE: December 18, 2017

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of the design, purchase, and installation of goods and services for the audio visual systems equipment for the new Town Hall to Intent Digital in the amount of \$564,000.

BACKGROUND INFORMATION: The Town of Flower Mound has received a quote for the final design, purchase, installation, and project oversight from Intent Digital for goods and services for the audio visual systems equipment for the new Town Hall currently under construction at 2121 Cross Timbers Road.

Intent Digital installed components (audio mixer and control system) and software (Energize Dynamic Control System) in the existing Town Hall, and many of these components and software will be re-utilized in the new Town Hall. Intent Digital is a sole source provider of the current Energize Dynamic Control System. Intent Digital has previously performed the engineering required to allow this software to interface with various existing components used during live broadcasts from the existing Town Hall. The Communications Department is trained on this system and familiar with the operation and basic configuration of the software and components. Intent Digital shall remove the components to be reutilized from the existing Town Hall building and reinstall them into the Town Hall building under construction.

Intent Digital was hired by the Town, via Manager Communication, to provide preliminary coordination of the A/V systems, lighting system, sound system, with the Architect and Engineers during the design development and construction document phases of the new Town Hall.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$564,000

Proposed Expenditure:	Account Number(s):
\$564,000	533-111-62017

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Quote – Intent Digital

DRAFT MOTION: Move to approve the design, purchase, and installation of goods and services for the audio visual systems equipment for the new Town Hall to Intent Digital in the amount of \$564,000.



3104 E. Camelback Road
Suite 445
Phoenix, AZ 85016
Voice: 602-404-0100
Fax: 602-324-4629

Jeff Garner
Town of Flower Mound, TX
AV System for New Town Hall

BUDGETARY QUOTATION

DATE: November 11, 2017
PAGE: 1 of 1
REFERENCE: Flower Mound
QUOTE # BG11111701

ITEM	DESCRIPTION	ESTIMATED PRICING
1	Council Chamber Equipment	\$289,270.00
2	AV Control & Equipment Room Equipment	\$54,810.00
3	Lobby Equipment	\$9,515.00
4	TV Studio Lighting System	\$40,000.00
5	System Engineering & Integration	\$124,600.00
6	Parts & Materials	\$10,885.00
7	Estimated Shipping	\$9,310.00
8	Contingency	\$25,000.00
Estimated Project Total		\$563,390.00

Notes:

- 1) All pricing numbers are preliminary estimates pending actual design.
- 2) No sales tax is included; Intent Digital does not collect TX sales tax.

SUBJECT TO LOCAL AND STATE TAXES WHERE APPLICABLE

TERMS	F.O.B.	DELIVERY	Quote Valid Until
Net 30 terms	MFG.	BEST WAY SURFACE	10-Jan-18

RESPECTFULLY

SUBMITTED BY: Bob Ginger

ACCEPTED BY: _____

DATE: _____

COMPANY: _____



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: December 18, 2017

FROM: Davina Tomlinson, Human Resources Manager

ITEM: Consider approval of a contract with Blue Cross Blue Shield of Texas in the amount of \$441,241 for reinsurance coverage for the Town's Group Health Plan; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town is self-insured for health, dental and vision benefits for Town employees and dependents covered on the Town's group health insurance plan. The Town purchases reinsurance to limit the liability from any single participants to \$125,000 per year. The reinsurance also limits the total aggregate insurance claims during any calendar year.

The Human Resources Division, in conjunction with McGriff, Seibels & Williams of Texas, Inc., requested and received two proposals for reinsurance for calendar year 2018. A marketing analysis of the proposals is attached as compared to the current coverage.

Historically, the Town has paid a specific deductible amount of \$125,000 per participant. Blue Cross and Blue Shield of Texas' proposal includes an increase to the specific deductible to \$150,000 for each participant. This would require the Town to pay the first \$150,000 in claims. In the past five (5) years including this current year, the Town has had three claimants go over the \$125,000 specific deductible amount. There are currently three claimants over the \$125,000 specific deductible amount for Plan Year 2017. This is an average of .6 claimants per year. Should this trend continue, increasing the specific deductible would result in an increased risk of an estimated \$25,000.

However, increasing the specific deductible would result in a savings of approximately \$29,600 in annual premiums. Comparing the increased risk to the decreased annual premium will benefit the Town approximately \$4,660 for Plan Year 2018.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$441,241

Proposed Expenditure:	Account Number(s):
\$441,241	840-710-17600-5110

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

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

ATTACHMENTS:

1. 2018 Stop Loss Marketing Analysis
2. Application for Stop Loss Coverage

DRAFT MOTION: Move to approve a contract with Blue Cross Blue Shield of Texas in the amount of \$441,241 for reinsurance coverage for the Town's Group Health Plan; and authorization for the Mayor to execute same on behalf of the Town.

Town of Flower Mound Stop Loss Renewal Analysis Effective Date: 1/1/2018

Stop Loss Carrier	HIIG - Current	HIIG - Renewal	HIIG - Renewal	BCBS TX	BCBS TX
TPA / Network	BCBS TX	BCBS TX	BCBS TX	BCBS TX	BCBS TX
\$	\$125,000	\$125,000	\$150,000	\$125,000	\$150,000
Aggregating Specific Contract	N/A	N/A	N/A	N/A	N/A
Coverages	24/12	24/12	24/12	24/12	24/12
Lifetime Maximum Reimbursement	Medical + Rx Unlimited	Medical + Rx Unlimited	Medical + Rx Unlimited	Medical + Rx Unlimited	Medical + Rx Unlimited
Specific Rates					
Single 516	\$73.05	\$80.01	\$63.29	\$79.59	\$68.36
Family					
Composite 516	\$73.05	\$80.01	\$63.29	\$79.59	\$68.36
Specific Monthly Premium	\$37,694	\$41,285	\$32,658	\$41,068	\$35,274
Specific Annual Premium	\$452,326	\$495,422	\$391,892	\$492,821	\$423,285
Aggregate Rate					
Composite	\$3.00	\$4.55	\$4.60	\$2.21	\$2.90
Monthly Accomodation	N/A	N/A	N/A	N/A	N/A
Aggregate Monthly Premium	\$1,548	\$2,348	\$2,374	\$1,140	\$1,496
Aggregate Annual Premium	\$18,576	\$28,174	\$28,483	\$13,684	\$17,957
AGGREGATE RETENTION					
Contract	24/12	24/12	24/12	24/12	24/12
Coverages	Medical + Rx	Medical + Rx	Medical + Rx	Medical + Rx	Medical + Rx
Run-In Limit	\$0	\$0	\$0	\$0	\$0
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%
Aggregate Factors					
Single 516	\$1,469.75	\$1,627.65	\$1,643.33	\$1,623.65	\$1,646.24
Family					
Composite 516	\$1,469.75	\$1,627.65	\$1,643.33	\$1,623.65	\$1,646.24
Monthly Attachment Factor	\$758,391	\$839,867	\$847,958	\$837,803	\$849,460
Annual Attachment Factor	\$9,100,692	\$10,078,409	\$10,175,499	\$10,053,640.80	\$10,193,518.08
Annual Difference	-	\$977,716.80	\$1,074,807.36	\$952,948.80	\$1,092,826.08
%	-	10.74%	11.81%	10.47%	12.01%

TOTAL FIXED COSTS

Total Monthly Premium	\$39,242	\$43,633	\$35,031	\$42,208.80	\$36,770.16
Total Annual Premium	\$470,902	\$523,596	\$420,375	\$506,505.60	\$441,241.92
Annual Difference	-	\$52,694	-\$50,527	\$35,604.00	-\$29,659.68
Percent Difference	-	11.19%	-10.73%	7.56%	-6.30%

500K, Conditional 1 M

- \$270K

- Conditional 250K

500K, Conditional 1 M

- \$270K

- Conditional 250K

No lasers

Rates Firm

No lasers

Rates Firm





BlueCross BlueShield
of Texas

APPLICATION FOR STOP LOSS COVERAGE

Employer Group Name: Town of Flower Mound
Employer Group Address: 2121 Cross Timbers Road
City: Flower Mound **State of Situs:** Texas **Zip Code:** 75028
Account Number: 031462
Employer Group Number(s): 031462, 099925, 037207
Current Effective Date of Policy 01/01/2018
Current Policy Period: These specifications are for the Policy Period commencing on 01/01/2018 and ending on 12/31/2018

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Aggregate Stop Loss Coverage: ☒ Yes ☐ No
 If yes, complete items 1 through 9 below.

1. ☒ New Coverage ☐ Renewal of Existing Coverage
 2. Stop Loss Coverage during the current Policy Period:

☒ New Coverage (Select one from below):

- ☐ Incurred and paid during the Policy Period: Claims incurred and paid from ____ to ____
☐ Incurred with Run-Out: Claims incurred from ____ to 12/31/18
 and Claims paid from ____ to ____
☒ Run-in coverage: Claims incurred from 1/1/17 to 12/31/18
 and Claims paid from 1/1/18 to 12/31/18

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☐ Renewal of Existing Coverage:

- ☐ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.
☐ Incurred with Run-Out: Claims incurred from ____ to ____
 and Claims paid from ____ to ____

3. Aggregate Stop Loss Coverage shall apply to:

- ☒ Medical Claims
- ☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- ☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____
- ☐ Dental Claims
- ☐ Other (please specify): _____

4. Average Claim Value: \$1,316.99 (per Employee per Month)Attachment Factor: 125% of the Average Claim Value

5. Aggregate Claim Liability and Run-Off Claim Liability Factors

- a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Individual and Family Coverage Units for each Month by the following factors:

\$1,646.24 for each Coverage Unit\$1,646.24 for each Family Coverage Unit*Please use the continuous text field directly below for any other structure (leaving the fields above blank).**Note: you can use the "return" key to create additional rows, if needed:*

- b. Employer's Run-Off Claim Liability shall be calculated by multiplying the sum average of the total of all Coverage Units during each of the three calendar Months immediately preceding termination by the factors shown below. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

\$470.48 for each Coverage Unit\$470.78 for each Family Coverage Unit*Please use the continuous text field directly below for any other structure (leaving the fields above blank).**Note: you can use the "return" key to create additional rows, if needed:*

6. CAP Arrangement ☐ Yes ☒ No

7. Aggregate Stop Loss Claims

- a. The amount of Paid Claims during the current Policy Period, less:

i. Individual (Specific) Stop Loss Claims

ii. Any claims in excess of the Individual (Specific) Stop Loss Claims per Covered Person per Lifetime Maximum

iii. Any claims in excess of the Individual (Specific) Stop Loss Claims maximum Point of Attachment

that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5.a. above for the current Policy Period.

- b. In the event of termination at the end of a Policy Period, the Final Settlement Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in item A.5.b. above. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be
- \$9,174,152
- .

8. Stop Loss Premium (Select one):

☐ Annual Premium (Due on the first day of the current Policy Period): \$_____.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$2.90 for each Coverage Unit

\$2.90 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

9. The premium is based upon a current membership of 154 Individual Coverage Units and 362 Family Coverage Units.

B. Individual (Specific) Stop Loss Coverage: ☒ Yes ☐ No
If yes, complete items 1 through 6 below.

1. ☒ New Coverage ☐ Renewal of Existing Coverage

2. Stop Loss Coverage Period:

☒ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period:

Claims incurred and paid from _____ to _____

☐ Incurred with Run-Out:

Claims incurred from _____ to _____
and Claims paid from _____ to _____

☒ Run-in coverage:

Claims incurred from 1/1/17 to 12/31/18
and Claims paid from 1/1/18 to 12/31/18

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☐ Renewal of Existing Coverage:

☐ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

☐ Incurred with Run-Out:

Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Individual (Specific) Stop Loss Coverage shall apply to:

☒ Medical Claims

☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager

☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____

☐ Dental Claims

☐ Vision Claims

☐ Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

a. For N/A who is identified by the health identification (ID) number N/A, the amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$UNLIMITED. Such amount shall apply for the current Policy Period.

b. For each other Covered Person:

The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$N/A per Covered Person but not to exceed a maximum Point of Attachment of \$ UNLIMITED per Policy Period. Paid Claims in excess of the maximum point of attachment shall not be eligible to satisfy the Aggregate Point of Attachment. Such amount shall apply for the current Policy Period.

c. Covered Person per Lifetime Maximum:

The Individual (Specific) Stop Loss Claims shall not exceed UNLIMITED per Covered Person per Lifetime. Paid Claims in excess of the Covered Person per Lifetime Maximum shall not be eligible to satisfy the Aggregate Point of Attachment.

Point of Attachment ☒ Includes Claim Administrator's Provider Access Fee
☐ Excludes Claim Administrator's Provider Access Fee

5. Stop Loss Premium (select one):

☐ Annual Premium (Due on the first day of the current Policy Period): \$_____.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$68.36 for each Coverage Unit

\$68.36 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

6. The premium is based upon a current membership of 154 Individual Coverage Units and 362 Family Coverage Units.

Additional Provisions:

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in Application the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Amy Westendorf
Sales Representative

Tayyaba Tariq
Name of Underwriter

Signature of Underwriter

Signature of Authorized Purchaser

Title of Authorized Purchaser

Date

INTERNAL USE ONLY	Date Application approved by Underwriting:
-------------------	--



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: December 18, 2017

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an Ordinance providing for said Standards.**

BACKGROUND INFORMATION: The State of Texas Department of Family and Protective Services administer state regulations and general licensing procedures for all child-care facilities. Municipalities are exempted from the licensing requirement for programs provided for elementary age youth provided the Town Council annually adopts standards of care by ordinance after a public hearing. The required public hearing took place at the November 2, 2017, Parks Board meeting and the Board unanimously approved recommending the proposed ordinance for Town Council consideration. Additionally, the following criteria must be met in order to receive the exemption:

- Standards of care are provided to the parents of each program participant.
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.
- Parents are informed that the program is not operated or advertised as a licensed day care.

The request for the exemption is necessary as the Town currently offers different day camps and programs throughout the year to youth 5 – 14 years of age. The Town received its exempt status from the State in 2011. On December 19, 2016, the Town Council enacted Ordinance No. 68-16, which adopted Standards of Care for the Town's Parks and Recreation youth recreation programs.

Staff is recommending that no changes be made to the proposed Standards of Care in accordance with Section 42.041(b)(14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval of the Standards of Care by a vote of 6 to 0 at its November 2, 2017 meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Proposed Ordinance (Standards of Care – Exhibit "A")
2. Draft minutes excerpt from the November 2, 2017, Parks Board meeting

DRAFT MOTION: Move to approve Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an Ordinance providing for said Standards.

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter, adopted November 3, 1981; and

WHEREAS, the Town operates a recreation program for elementary age children as a service to residents of the Town, and surrounding communities; and

WHEREAS, the State of Texas has adopted licensing requirements and regulations under Chapter 42 of the Texas Human Resources Code for facilities providing care to children, with which all facilities must comply, unless an exemption under Section 42.041(b) applies; and

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exemption from the requirements of Chapter 42 to a municipality operating a recreation program for elementary age children (5-13 years); and

WHEREAS, on February 11, 2011, the Town received an exemption from the requirements of Chapter 42 of the Texas Human Resources Code from the Texas Department of Family and Protective Services ("TDFPS"); and

WHEREAS, the TDFPS will not monitor the Town's Parks and Recreation's youth recreation programs because the exempt status has been granted, and the TDFPS will not be responsible for investigating complaints regarding the Town's Parks and Recreation's youth recreation programs, so that any complaints shall be made to the Town Parks and Recreation Division; and

WHEREAS, the Town adopted Ordinance No. 68-16 on December 19, 2016 setting forth the standards of care for the Town Parks and Recreation's youth recreation programs; and

WHEREAS, the Town's standards of care for the Town Parks and Recreation's youth recreation programs must be adopted annually by the Town of Flower Mound Town Council, after public hearing, in order to maintain the exemption under Section 42.041(b)(14) of the Texas Human Resources Code; and

WHEREAS, the Director of the Town Parks and Recreation Division has recommended no changes be made to the standards of care adopted on December 19, 2016, in accordance with Section 42.041(b)(14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas; and

WHEREAS, a public hearing was held on November 2, 2017, by the Parks Board regarding the revised standards of care, and the adoption of such revised standards of care by

Ordinance No. _____

Page 2

the Town Council of the Town of Flower Mound ("Town Council") has been recommended by the Parks Board; and

WHEREAS, the Town Council finds that it 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 to adopt the revised standards of care as recommended by the Parks Board.

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

SECTION 1

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

SECTION 2

The Town Council hereby adopts local standards of care for the Parks and Recreation Division ("Division") youth recreation programs in compliance with the requirements of Texas Human Resources Code Section 42.041(b)(14) and pursuant to Section 54-206 of the Code of Ordinances of the Town of Flower Mound. The standards of care adopted by this Ordinance are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Division office.

SECTION 3

That Section 54-202, "Adoption," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 54-202. Adoption.

The local standards of care ("Standards of Care"), as set forth in Exhibit "A" which is attached to the ordinance adopting the Standards of Care are incorporated by reference for all purposes as if written word for word herein, and are hereby adopted by the Town Council as the Standards of Care for the Parks and Recreation Division of the Town of Flower Mound. The Standards of Care are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Division office."

SECTION 4

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause,

Ordinance No. _____

Page 3

sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 6

This Ordinance shall take effect and be in full force on and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 18TH DAY OF DECEMBER, 2017.

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"

Parks & Recreation Division



Standards of Care For Youth Programs

Parks and Recreation Division
1200 Gerault Road
Flower Mound, TX 75028
972.874.6300
www.flower-mound.com

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FLOWER MOUND YOUTH PROGRAMS

STANDARDS OF CARE

The following Standards of Care have been adopted by the Town Council of the Town of Flower Mound, Texas, to comply with Chapter 42 of the Texas Human Resources Code, specifically Section 42.014(b)(14) regarding an exemption for the Town of Flower Mound's Youth Programs, as defined herein. These Standards of Care are intended to be minimum standards by which the Town of Flower Mound Parks and Recreation Division will operate the Town's youth programs. The Youth Programs are recreational in nature and are not child-care facilities or day care programs.

General Administration

1. Organization

- A. The governing body of the Town of Flower Mound youth programs is the Town of Flower Mound Town Council.
- B. Implementation of the Youth Programs Standards of Care ("Standards of Care") is the responsibility of the Director of Parks and Recreation and divisional employees.
- C. These Standards of Care apply to all Youth Programs operated by the Division, including but not limited to: the Summer Day Camp Program, Holiday Day Camp Program, and Spring Break Day Camp Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants may obtain a copy of the Standards of Care from the Town during the registration process or the Standards of Care can be accessed on the Town's website at: www.flower-mound.com/cac.
- F. Criminal background checks are conducted on all prospective Program Employees. If the results of a criminal background check indicate that a prospective Program Employee has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person or family member.
 - (2) A felony or misdemeanor classified as public indecency.
 - (3) Any offense involving moral turpitude.
 - (4) Any offense that, in the Director's sole opinion, would place the participants of the Youth Programs at risk.

2. Definitions

- A. Camp Director: A temporary Division employee who is assigned responsibility to implement and direct a Youth Program, and oversee the Program Employees that are assigned to the corresponding Youth Program.

- B. Community Activity Center or CAC: Town of Flower Mound Community Activity Center located at 1200 Gerault Road, Flower Mound, TX, 75028, 972.874.7275.
- C. Division: Parks and Recreation Division of the Town of Flower Mound.
- D. Employee(s): Term used to describe people who have been hired to work for the Town of Flower Mound and have been assigned responsibility for managing, administering, or implementing some portions of the Youth Programs.
- E. Parent(s): This term will be used to represent one or both parent(s) or legal guardian(s) who have legal custody and authority to enroll their child(ren) in the Youth Programs.
- F. Participant: A Youth whose parent(s) or legal guardian(s) have completed all required registration procedures and determined to be eligible for the Youth Programs.
- G. Program Coordinator or Coordinator: A full-time Division employee who has been assigned administrative responsibility for the Youth Programs and oversees the Camp Directors.
- H. Program Employee: A temporary Division employee who is assigned to work with participants of a Youth Program at a Program Site.
- I. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Youth Programs.
- J. Program Site: The facilities and surrounding property where Youth Programs are held, consisting of, but not limited to, the Community Activity Center.
- K. Program Supervisor: A full-time Division employee who oversees the Program Coordinator and operations of all Youth Programs.
- L. Director: Town of Flower Mound Parks and Recreation Director, or his or her designee.
- M. Town: Town of Flower Mound.
- N. Town Council: Town Council of the Town of Flower Mound.
- O. Youth: A school aged person between the ages of 5 and 13 as of the enrollment date of the Youth Program.
- P. Youth Programs: The Town of Flower Mound youth programs consisting of the Summer Day Camp Programs, Holiday Day Camp Programs, and Spring Break Day Camp Program. A single camp may be referred to as a Youth Program.

3. Objectives of Youth Programs

- A. To provide Youth with the opportunity of recreational activities which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, tournaments, etc.
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend their leisure time wisely in an effort to meet the emotional, physical and social needs of the Youth.

4. Inspections/Monitoring/Enforcement

- A. The Town has established these Standards of Care in order to obtain an exemption from the State regarding the Youth Programs. Once the exemption is established, the State will not monitor the Youth Programs. These Standards of Care will be reviewed annually and brought before the Town Council for consideration, regarding any amendments recommended by the Director, and approval after a public hearing regarding the Standards of Care is held, pursuant to Texas Human Resources Code § 42.041(b)(14).
- B. A monthly inspection report will be prepared and submitted to the Program Supervisor by the Coordinator to confirm the Standards of Care are being adhered to.
 - (1) Monthly inspection reports will be sent to the Director for review and maintained by the Town in accordance with applicable record retention policies.
 - (2) The Director will review the monthly inspection report and shall establish deadlines and criteria for compliance with the Standards of Care where failure to comply is noted.
- C. The Director will make visual inspections of the Youth Programs based on the following schedule.
 - 1. Youth Programs operating during the summer will be inspected no less than twice during the Youth Program's summer schedule.
 - 2. Youth Programs which operate during the regular Lewisville Independent School District school year, for two (2) weeks or less, will be inspected at least once during the Youth Program's schedule.
- D. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address the complaint and resolve the problem, if any. Complaints regarding

enforcement of the Standards of Care and resolution of complaints arising under the Standards of Care will be recorded by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is noted will be forwarded to the Director with the complaint and the resolution noted.

5. Enrollment

Before a child may be enrolled in a Youth Program, the parents must sign registration forms that contain the following information about the child:

- (1) Name, home address, home telephone number;
- (2) Name and address of parent(s) and contact telephone number(s) during Youth Program hours;
- (3) The names and telephone numbers of people to whom the child can be released;
- (4) If requested, a statement of the child's physical health, including a physician's signed statement detailing any special needs the child may have;
- (5) Emergency medical authorization, current shot records, and valid insurance information;
- (6) Proof of CAC Membership or Non-Membership, when appropriate; and
- (7) A signed liability waiver.

6. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered to be child abuse, the incident shall be immediately reported to the Program Supervisor. The Program Supervisor will immediately notify the Police Department and any other agency, as may be appropriate.

Texas State law requires the Employees of the Youth Programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1000 and/or confinement up to one hundred eighty (180) days. Confidential reports may be made by calling 1.800.252.5400.

A complete copy of the Texas Family Code regulations regarding child abuse can be found at www.statutes.legis.state.tx.us/docs/FA/htm/FA.261.htm.

Staffing - Responsibilities and Training

1. Camp Director

A. Qualifications. A Camp Director must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth and other Town employees.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Communicate effectively with the public.
- (7) Possess a valid Texas driver's license.
- (8) Have previous experience in supervising Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (9) Complete Town-mandated training.
- (10) Be at least eighteen (18) years of age.

B. Job Functions. A Camp Director shall endeavor to:

- (1) Direct and supervise Program Employees. Hiring and training of staff shall be the responsibility of the Coordinator with assistance from the Camp Director.
- (2) Complete and submit proper records, including Youth Program schedules, Program Employee schedules, accident/incident reports, and participant attendance.
- (3) Schedule appropriate activities in accordance with the philosophy of the Youth Program and coordinate with Coordinator to ensure appropriate reservations and transportation are secured in order to complete activities.
- (4) Maintain an orderly, clean and safe environment for the Youth while promoting a non-competitive program directed toward accentuating positive behaviors, physical development, and emotional growth.
- (5) Maintain supplies, equipment and all necessary documentation for the operation of the Youth Program.
- (6) Communicate with Parent(s) as necessary.

- (7) Conduct on-going evaluations regarding the Youth Program and implement approved recommendations as needed.
- (8) Provide reports to Coordinator on a weekly basis regarding Youth Program activities.
- (9) Know and follow all Town, Division, and Program Manual standards, policies, and procedures that apply to Youth Programs.
- (10) Ensure that participants are released only to a Parent or an adult designated by the Parent. All Program Sites will have a copy of the Division approved plan to verify the identity of a person authorized to pick-up a participant if that person is not known to the Camp Director.

2. Program Employees

A. Qualifications. A Program Employee must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Possess a valid Texas driver's license.
- (7) Have previous experience in working with Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (8) Complete Town-mandated training.
- (9) Be at least sixteen (16) years of age.

B. Essential Job Functions. A Program Employee shall endeavor to:

- (1) Promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
- (2) Directly lead activities using a method that will provide opportunities for the involvement of all participants on an equal basis.

- (3) Exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
- (4) Follow procedures for Youth Programs drop off and pick-up and preparation of accident/incident reports.
- (5) Follow guidelines for safety and storage of equipment and notify Camp Director regarding supply inventories.
- (6) Ensure safety of Youth at Program Site and on field trips.
- (7) Provide and adhere to Standards of Care.

3. Personnel Restriction

A person will not be employed as an Employee in a Youth Program if:

- (1) The person would be permanently barred from being present at a child care operation while children are in care under the Texas Administrative Code Title 40, Part 19, Chapter 745 (Licensing); or
- (2) The Director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of participants.

4. Training/Orientation

- A. The Division is responsible to provide training and orientation to all Youth Programs employees who work with children regarding their specific job responsibilities. Coordinators will provide each Camp Director with a staff program manual specific to each Youth Program.
- B. Employees must be familiar with these Standards of Care for Youth Programs.
- C. Employees will be trained in appropriate procedures to handle emergencies.
- D. Employees will be trained in Town, Division, and Program Manual policies and procedures applicable to Youth Programs.
- E. Employees will be required to sign an acknowledgment that they received the required training.

Service Standards

1. Appearance

- A. Youth Programs shirts and name badges will be worn and clearly visible.
- B. The Town's dress code policy shall be adhered to at all times. Failure to comply with the dress code will result in an Employee being sent home.

2. Interaction with Parents and Participants

- A. Participants and Parents will be treated with respect at all times.
- B. Program Employees and Camp Directors will keep Parents continuously informed of activities and schedules. A weekly schedule will be distributed and copies will be kept with the daily sign in sheets.
- C. Staff will note details of behavior of participants (accomplishments, discipline problems, general activities, etc.) and update Parents as much as possible.
- D. The Camp Director will listen to complaints and forward to Coordinator as appropriate. All complaints will be followed up on within 24 hours, if they are not resolved on site. All complaints must be recorded, including resolution, and forwarded to Coordinator.

3. Additional Staff Responsibilities

- A. Program Employees will monitor the sign in/out log at all times.
- B. Program Employees will spend 100% of their time actively involved with Participants and/or Parents.
- C. Program Employees will pick-up the area used by their group after each activity.
- D. Prior to beginning work each day all staff will check in at the appointed location for any messages, instructions, or information.

Operations

1. Staff/Participant Ratio

- A. Pursuant to Texas mandated standards, the maximum ratio of Participants to Program Employees will be 12 to 1. In the event an employee is unable to report to the Program Site, a replacement will be assigned.
- B. Each Participant shall have a Program Employee who is responsible for him or her and who is aware of the Participant's habits, interests, and any special needs, as identified by the Participant's parent(s) during the registration process.

2. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of the program participants.
- B. There must be no cruel, harsh or corporal punishment used as a method of discipline.
- C. Program Employees may use brief, supervised separation from the group if necessary. Participants will be informed of Youth Program rules.

- D. As necessary, Program Employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a Participant being suspended or removed from the Youth Programs. Parents will be contacted to pick up their Youth immediately.
- F. In instances where there is a danger to Participants or Employees, offending Participants will be removed from the Program Site immediately.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

3. Programming

- A. Program Employees will attempt to provide activities for each group according to the Participant's age, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program Employees will attempt to provide indoor and outdoor time periods, weather permitting, that include:
 - (1) Alternating active and passive activities; and
 - (2) Opportunity for individual and group activities.
- C. Program Employees will be attentive and considerate of the Participants' safety on field trips and during any transportation provided by the Youth Programs. Participants must be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.
 - (1) During trips, Program Employees supervising Participants must have immediate access to Participant forms and emergency contact information for each Participant;
 - (2) Program Employees must have a written list of the Participants in the group and must check the attendance frequently; and
 - (3) Program Employees must have First Aid supplies, a guide to First Aid and emergency care available on field trips.

4. Communication

The Program Site will have a telephone to allow the Program Employees to be contacted by Parks and Recreation personnel or for making emergency calls.

5. Transportation

- A. First Aid supplies and a First Aid and emergency care guide will be available in all Youth Program vehicles that transport Youth.
- B. All Program vehicles used for transporting Participants must have available a 6-BC portable fire extinguisher in the vehicle which must be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program Employees will inspect the Program Site daily to detect sanitation and safety concerns that might affect the health and safety of the Participants. A daily inspection report will be completed by Camp Director and kept on file by the Program Coordinator.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for Participants use.
- D. Program Employees must have First Aid supplies available at the Program Site, during transportation, and for the duration of any off-site activity.
- E. Program Employees must have First Aid supplies and a guide to First Aid and emergency care readily available in a designated location.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program Employee's first priority is to evacuate the Participants to a designated safe area. Emergency evacuation and relocation plans will be posted within the Program Site.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance.
- C. Each Program Site must have at least one (1) fire extinguisher approved by the Fire Marshal readily available to all Program Employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the Program Supervisor who will keep the report on file for a minimum of two (2) years. All Employees will be trained in the proper use of a fire extinguisher.
- D. Fire drills shall be conducted monthly.

3. Health

A. Illness or Injury

- (1) Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees. Parents will be notified in cases of illness or injury. Paramedics will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed for all injuries and forwarded to the Camp Director.
- (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.
- (4) Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. Program Employees will administer medication only if:

- (1) Parent(s) complete and sign a Medicine Dispensation Form that provides authorization for Employees to dispense medication with details as to time(s) and dosage(s).
- (2) Prescription medications are in original containers labeled with the Youth's name, a date, directions, and the prescribing physician's name. Employees will administer the medication only as stated on the label. Employees will not administer medication after the expiration date.
- (3) Non-prescription medications are labeled with the Youth's name and the date the medication was brought to the Youth Program. Non-prescription medication must be in the original container. The Employees will administer non-prescription medications only according to label direction.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program Employees.
- (5) Program Employees must ensure medications are inaccessible to Participants.

C. Toilet Facilities

- (1) The Program Site will have adequate indoor toilets and lavatories located and equipped so Youth can use them independently and Program Employees can supervise as needed.

- (2) There must be one (1) flush toilet for every thirty (30) participants. Urinals may be counted in the ratio of toilets to participants, but must not exceed fifty percent (50%) of the total number of toilets.

D. Sanitation

- (1) The Program Site must have adequate light, ventilation, and heat.
- (2) The Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a safe and sanitary manner.
- (3) Program Employees must see that garbage is removed from buildings daily.

Participants

1. General

- A. All Participants must wear tennis shoes daily. Sandals or thongs are not permitted unless approved by Program Employees on certain occasions.
- B. Shoes must be worn at all times, unless the Youth is in the swimming pool or participating in an activity that requires shoes to not be worn.
- C. Youth must respect the Employees, the Program Site, Program Rules, and each other.
- D. Youth may not use the Youth Programs telephone unless it is an emergency with the permission of a Program Employee.

Parks Board Regular Meeting Minutes
November 2, 2017

Draft

THE TOWN OF FLOWER MOUND PARKS BOARD REGULAR MEETING HELD ON THE 2nd DAY OF NOVEMBER 2017, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:30 P.M.

The Parks Board met in a regular session with the following members present:

Gloria Jones	Place 1 – Chair
Michael Kelly	Place 2
Rick Kenyon	Place 4
Jodi Seay	Place 5
Ann Handren	Place 6
Mark Mayer	Place 9 – Alternate
Firoz Vohra	Place 10 – Alternate

The following Board member was not in attendance:

Teresa Thomason	Place 3 – Vice Chair
Ike Winfield	Place 7

The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Clayton Litton	Parks Superintendent
Kari Biddix	Park Development Manager
John Habern	Park, Trails and Landscape Specialist
Mark Long	Twin Coves Park Manager
Michael Davenport	CAC Manager
Jade Olson	Administrative Secretary

- A. CALL REGULAR MEETING TO ORDER – 6:30 P.M.**
- B. INVOCATION – Mike Liles**
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG**
- D. PUBLIC PARTICIPATION**

Caroline Finley, 2600 Borne Ln – stated she hopes to have parks that will build along the Corp of Engineers land that goes around the lake. She wants the nature and wildlife to be preserved.

E. DIRECTOR’S REPORT

Chuck Jennings, Director of Parks and Recreation reported the following:

- The Flower Mound Environmental Services Arbor Day celebration will be tomorrow from 3 to 6 p.m. at Green Acres Farm Memorial Park. There will be tree giveaways, an “Ask the Arborist” Q&A session, along with a tree planting and mulch demonstration at 5 p.m. In honor of America Recycles Day, Keep

- The general contractor will be replacing all the dead trees (under warranty) in Twin Coves Park in November.
- Twin Coves Park hosted two corporate outings in October and will have one additional event in November.
- 50 ft. of wood railing along the North Shore trail will be replaced in November by an Eagle Scout candidate.
- The Parks and Recreation Division will have several employees attend the annual Texas Parks and Recreation Society North Region annual conference in Denton tomorrow. The Town will be receiving an award at the conference for Excellence in Recreational Facility design for the new senior center.

Kari Biddix, Park Development Manager reported the following:

- The Rheudasil, Wilkerson, and Cortadera Park Pond Dredging and Bank Stabilization project has started. Cortadera Park will be complete once the pond is filled up. The wall is Rheudasil Park is getting prepared to place stonework. The Wilkerson ponds have been dredged.
- Heritage Park splash pad plans have been submitted for review. The erosion control swale has been poured. The restrooms will be delivered and installed the week of November 13. Next week the plumber will install the lift station for the recirculatory and purification system for the splash pad. The pavilion and trellis for the splash pad are scheduled to arrive the last week of December.
- Glenwick Park playground is complete.
- Spring Meadow Park playground is in progress. The playground theme is the Wild West.
- The next playground upgrades will be Oak Park and Bluebonnet Park.

F. CONSENT AGENDA

- 1. Consider approval of minutes from a regular meeting of the Parks Board held on October 5, 2017.**

Board Deliberation

Board member Kenyon moved to approve the minutes of a regular meeting of the Parks Board held on October 5 2017. Board member Handren seconded the motion.

VOTE ON THE MOTION

AYES: Vohra, Kenyon, Seay, Handren, Mayer
NAYS: None
ABSTAINS: Kelly

G. REGULAR ITEMS

- 2. Public Hearing to consider recommending for Town Council consideration, Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code – Section 42.041 and to adopt an Ordinance provided for said Standards**

Staff Presentation

Michael Davenport – CAC Manager

Board Deliberation

Board member Kelly moved to approve for Town Council consideration, Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code – Section 42.041 and to adopt said Standards. Board member Kenyon seconded the motion.

VOTE ON THE MOTION

AYES: Mayer, Handren, Seay, Kenyon, Vohra, Kelly

NAYS: None

3. Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park during the 2018 Independence Fest.

Staff Presentation

Chuck Jennings – Director of Parks and Recreation

Board Deliberation

Board member Handren moved to approve for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine at Bakersfield Park during the 2018 Independence Fest. Board Member Seay seconded the motion.

VOTE ON THE MOTION

AYES: Kelly, Vohra, Kenyon, Seay, Handren, Mayer

NAYS: None

4. Consider recommending to Planning and Zoning Commission and Town Council Park Land Dedication and Park Development Fee requirements for the Serenity residential development generally located west of High Rd. and south of Hickory Springs Rd.

Staff Presentation

John Habern – Parks, Trails & Landscape Specialist

Board Deliberation

Board member Handren moved to recommend approval to Planning and Zoning Commission and Town Council cash, in the amount of \$17,976.00, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$22,208.00 for Serenity residential development generally located west of High Rd. and south of Hickory Springs Rd. Board member Kenyon seconded the motion.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: December 18, 2017

FROM: Jaime Jaco-Cooper, Senior Center Manager

ITEM: **Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.**

BACKGROUND INFORMATION: Mary Kay Walker with the SIM Auxiliary, Inc. is requesting approval from the Town Council to serve wine at their Elite Chef Competition fundraiser on Thursday, January 25, 2018, from 6:00 – 8:00 p.m. at the Flower Mound Senior Center.

The SIM Auxiliary (SIMA) was formed in 2009 as a 501(c)3 to support Flower Mound seniors and the Town's Seniors In Motion Program. SIMA has raised and contributed over \$100,000, which has been used to purchase equipment, furniture, and help offset the cost of the new accessible bus for the Town's senior program.

The Elite Chef Competition is an exciting event for SIM members and is also open to the general public. For this event, SIMA partners with four local businesses who each donate a chef and tasting-servings for 200 people. During the event, four chefs will do cooking demonstrations and prepare small plates for each guest to sample. Guests will get to sample each dish while the chefs are performing their demonstrations. Each guest will vote for their favorite dish, and the winning chef will receive the Elite Chef Trophy. Guests will purchase a ticket for \$20 which will include appetizers, wine, and beverages. SIMA previously held this event at the Flower Mound Senior Center in July 2015 and January 2017. The previous Elite Chef Competition fundraisers brought in \$5,400 for the Flower Mound Seniors In Motion Program.

During the fundraiser, a TABC licensed server will be onsite to serve wine, as well as monitor participant consumption to ensure that no one is overserved. There will be enough wine for two servings per person registered for the event. SIMA will take on the risk and liability of providing the alcohol at the event. The Town will be named as an additional insured on their liability insurance. No one under 21 will be admitted access to the event.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council can deny the request and the SIM Auxiliary can work with Town staff to host their event without offering alcoholic beverages.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENT:

1. SIMA Elite Chef Flyer

DRAFT MOTION: Move to approve the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.



ELITE CHEF COMPETITION

Thursday, Jan. 25 at 6 p.m.

\$20 per person

SIMA and Seniors In Motion invites you to this unique culinary experience! Four local, professional chefs will compete by demonstrating and preparing their best dishes. Audience members will sample each dish and vote for their favorite. The chef with the most votes will be crowned the Elite Chef. Ticket price includes appetizers, four tasting dishes, and beverages. All proceeds will benefit the SIM program.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: December 18, 2017

FROM: Chuck Jennings, Parks and Recreation Director

ITEM: **Consider approval of the sale and consumption of alcoholic beverages at Bakersfield Park, during the 2018 Independence Fest.**

BACKGROUND INFORMATION: The Town has started planning the 2018 Independence Fest that will be held on Tuesday, July 4 at Bakersfield Park. Staff is requesting approval of the sale of alcoholic beverages for the festival. On December 17, 2016, the Town Council unanimously approved alcohol sales for the festival that was held on July 4, 2017. The Town has allowed the sale of alcoholic beverages for the Wild About Flower Mound Festival and the Independence Fest since 2009. There have been no issues or concerns related to the sale of alcoholic beverages during any of the previous events.

The sale of alcoholic beverages on park property requires Parks Board consideration and the Town Council's approval since the event will be held at Bakersfield Park, as stipulated in [Sec. 54-31\(b\)\(2\)](#) of the Town's Code of Ordinances.

Similar to what was planned for last year's event, Promoter Line, Inc., will secure a third party retailer to handle the sale of alcoholic beverages. The retailer will take on the risk and liability of selling alcohol at the festival. Additionally, the retailer will acquire all appropriate licenses and permits from the Texas Alcoholic Beverage Commission and name the Town as an additional insured on their liability insurance. The Town will be paid a 25% commission of the total beverage sales.

Alcohol consumption at city festivals and Independence Day celebrations is not uncommon in the Dallas-Fort Worth area (i.e. Lewisville's Western Day Festival, Grapevine's Grapefest and Main Street Days, Addison's Kaboom Town, Celebrate Highland Village Festival, and Southlake's Oktoberfest).

If approved for the event, alcohol would be prohibited from being taken out of the fenced in festival area. Similar to last year, this would be controlled by fencing, signage, police officers, and festival staff. With the festival taking place on Independence Day, the Town has instructed the Flower Mound Youth Sports Association to not schedule their AAYBA baseball tournament the week of July 4th.

If the sale of alcohol is not approved for the event, the Town could lose significant sponsorship opportunities and the revenue stream created by the sale of alcoholic beverages. For the 2017 festival, Budweiser sponsored the festival by contributing \$3,000, donating the backdrops for the stage, and produced event signage. In addition, the Town received \$4,968.45 in commissions from the sale of beverages.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its November 2, 2017, meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENT:

1. Draft minutes excerpt from the November 2, 2017, Parks Board meeting

DRAFT MOTION: Move to approve the sale and consumption of alcoholic beverages at Bakersfield Park, during the 2018 Independence Fest.

Parks Board Regular Meeting Minutes
November 2, 2017

Draft

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- D. PUBLIC PARTICIPATION**

Caroline Finley, 2600 Borne Ln – stated she hopes to have parks that will build along the Corp of Engineers land that goes around the lake. She wants the nature and wildlife to be preserved.

E. DIRECTOR’S REPORT

Chuck Jennings, Director of Parks and Recreation reported the following:

- The Flower Mound Environmental Services Arbor Day celebration will be tomorrow from 3 to 6 p.m. at Green Acres Farm Memorial Park. There will be tree giveaways, an “Ask the Arborist” Q&A session, along with a tree planting and mulch demonstration at 5 p.m. In honor of America Recycles Day, Keep

Staff Presentation

Michael Davenport – CAC Manager

Board Deliberation

Board member Kelly moved to approve for Town Council consideration, Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code – Section 42.041 and to adopt said Standards. Board member Kenyon seconded the motion.

VOTE ON THE MOTION

AYES: Mayer, Handren, Seay, Kenyon, Vohra, Kelly

NAYS: None

3. Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park during the 2018 Independence Fest.

Staff Presentation

Chuck Jennings – Director of Parks and Recreation

Board Deliberation

Board member Handren moved to approve for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine at Bakersfield Park during the 2018 Independence Fest. Board Member Seay seconded the motion.

VOTE ON THE MOTION

AYES: Kelly, Vohra, Kenyon, Seay, Handren, Mayer

NAYS: None

4. Consider recommending to Planning and Zoning Commission and Town Council Park Land Dedication and Park Development Fee requirements for the Serenity residential development generally located west of High Rd. and south of Hickory Springs Rd.

Staff Presentation

John Habern – Parks, Trails & Landscape Specialist

Board Deliberation

Board member Handren moved to recommend approval to Planning and Zoning Commission and Town Council cash, in the amount of \$17,976.00, be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$22,208.00 for Serenity residential development generally located west of High Rd. and south of Hickory Springs Rd. Board member Kenyon seconded the motion.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: December 18, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016, and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, 02-17, 10-17, 17-17, and 22-17 for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund, Parks and Recreation Special Activities Fund and the Technology Replacement Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the sixth proposed adjustment of the FY 2016-2017 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

The year-end budget amendment request allows staff to adjust the financial reports to ensure that expenses do not exceed the approved budget at the departmental level. A discussion of the adjustments being requested in this budget amendment is provided below.

General Fund

Total General Fund expenditures are currently \$1,969,887 below the FY 2016-2017 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

The following department budgets will increase or decrease by the amounts listed.

Town Manager's Office	\$ -
Legislative Services	40,000
Development Services	-
Community Services	(400,000)
Police Services	(500,000)
Financial Services	-
Administrative Services	(40,000)
Fire & Emergency Services	900,000
Communications	-
Non-Departmental	-
Public Works	-
Environmental Services	-
	\$ -

General Debt Service Fund

In the General Debt Service Fund, revenues will increase by \$185,000, from \$9,198,580 to \$9,383,580 and expenditures will increase by \$185,000, from \$9,148,190 to \$9,333,190. An \$118,000 increase is due to the Town issuing certificates of obligation bonds for the new Town Hall funding in March 2017 from the TIRZ Fund. The first payment was due in September 2017. The increase in revenue is due to the transfer from the TIRZ Fund for this payment. The additional increase of approximately \$67,000 is due to the timing of the budget adoption and the 2016 certificate of obligation bond sale.

Utility Fund

In the Utility Fund, three departments require budget adjustments. Total Utility Fund expenditures are currently \$1,234,671 below the FY 2016-2017 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

Development Services	\$ -
Financial Services	65,000
Non-Departmental Services	(25,000)
Public Works	(40,000)
	<u>\$ -</u>

Stormwater Utility Fund

In the Stormwater Utility Fund, two departments require budget adjustments. Total Stormwater Utility Fund expenditures are currently \$2,747 below the FY 2016-2017 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

Development Services	\$ -
Public Works	13,500
Environmental Services	(13,500)
	<u>\$ -</u>

Parks and Recreation Special Activities Fund

In the Parks and Recreation Special Activities Fund, expenditures will increase by \$22,000, from \$133,300 to \$155,300 for Seniors in Motion activities.

Technology Replacement Fund

In the Technology Replacement Fund, expenditures will increase by \$90,000, from \$269,960 to \$359,960 for Town backup servers.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:**Proposed Revenue:**

General Debt Service Fund	\$ 185,000
	<u>\$ 185,000</u>

Proposed Expenditure:

General Debt Service Fund	\$ 185,000
Parks & Recreation Special Activities Fund	22,000
Technology Replacement Fund	90,000
	<u>\$ 297,000</u>

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

LEGAL REVIEW: No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Proposed Ordinance

DRAFT MOTION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, as adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, 02-17, 10-17, 17-17, and 22-17 for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund, Parks and Recreation Special Activities Fund and the Technology Replacement Fund.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND ENDING ON SEPTEMBER 30, 2017, AS ADOPTED BY ORDINANCE NO. 52-16 AND AMENDED BY ORDINANCE NO. 70-16, 02-17, 10-17, 17-17 and 22-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, GENERAL DEBT SERVICE FUND, UTILITY FUND, STORMWATER UTILITY FUND, PARKS AND RECREATION SPECIAL ACTIVITIES FUND AND THE TECHNOLOGY REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 52-16 on September 19, 2016; and,

WHEREAS, said Annual Budget was amended by Ordinance No. 70-16 on December 19, 2016 and by Ordinance No. 02-17 on February 20, 2017 and by Ordinance No. 10-17 on April 3, 2017 and by Ordinance No. 17-17 on June 5, 2017 and by Ordinance No. 22-17 on July 17, 2017; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2016, and ending on September 30, 2017, as heretofore adopted by Ordinance No. 52-16 and amended by Ordinance No. 70-16, 02-17, 10-17, 17-17 and 22-17, is hereby amended to provide for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund, Parks and Recreation Special Activities Fund and the Technology Replacement Fund, as shown in Exhibit "A," attached hereto and

ORDINANCE NO. _____

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incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

ORDINANCE NO. _____

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DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 18th DAY OF
DECEMBER, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

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EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2016-2017**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, five departments require budget adjustments. Total General Fund expenditures are currently \$1,969,887 below the FY 2016-2017 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 1,296,014	\$ 1,693,914	\$ 1,693,914	\$ -
Legislative Services	453,170	453,170	493,170	40,000
Development Services	2,255,052	2,255,052	2,255,052	-
Community Services	9,292,408	9,503,345	9,103,345	(400,000)
Police Services	12,783,200	12,886,915	12,386,915	(500,000)
Financial Services	3,489,625	3,497,725	3,497,725	-
Administrative Services	5,404,559	5,779,059	5,739,059	(40,000)
Fire and Emergency Services	12,870,161	13,465,714	14,365,714	900,000
Communications	824,374	824,374	824,374	-
Non-Departmental Services	4,079,257	4,079,257	4,079,257	-
Public Works	4,719,115	4,719,115	4,719,115	-
Environmental Services	1,494,476	1,494,476	1,494,476	-
Total	\$58,961,411	\$60,652,116	\$60,652,116	\$ -

REASON FOR ADJUSTING THE GENERAL DEBT SERVICE FUND APPROPRIATION:

In the General Debt Service Fund, revenues will increase by \$185,000, from \$9,198,580 to \$9,383,580 and expenditures will increase by \$185,000, from \$9,148,190 to \$9,333,190. An \$118,000 increase is due to the Town issuing certificates of obligation bonds for the new Town Hall funding in March 2017 from the TIRZ Fund. The first payment was due in September 2017. The increase in revenue is due to the transfer from the TIRZ Fund for this payment. The additional increase of approximately \$67,000 is due to the timing of the budget adoption and the 2016 certificate of obligation bond sale.

General Debt Service Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
General Debt Service	\$ 9,198,580	\$ 9,198,580	\$ 9,383,580	\$ 185,000
Total	\$ 9,198,580	\$ 9,198,580	\$ 9,383,580	\$ 185,000
Expenditures:				
General Debt Service	\$ 9,148,190	\$ 9,148,190	\$ 9,333,190	\$ 185,000
Total	\$ 9,148,190	\$ 9,148,190	\$ 9,333,190	\$ 185,000

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REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, three departments require budget adjustments. Total Utility Fund expenditures are currently \$1,234,671 below the FY 2016-2017 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

<u>Utility Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Development Services	\$ 468,116	\$ 468,116	\$ 468,116	\$ -
Financial Services	1,642,003	1,642,003	1,707,003	65,000
Non-Departmental Services	11,746,437	11,746,437	11,721,437	(25,000)
Public Works	27,162,370	28,601,870	28,561,870	(40,000)
Total	\$41,018,926	\$42,458,426	\$42,458,426	\$ -

REASON FOR ADJUSTING THE STORMWATER UTILITY FUND APPROPRIATION:

In the Stormwater Utility Fund, two departments require budget adjustments. Total Stormwater Utility Fund expenditures are currently \$2,747 below the FY 2016-2017 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

<u>Stormwater Utility Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Development Services	\$ 134,618	\$ 134,618	\$ 134,618	\$ -
Public Works	1,325,517	1,343,010	1,356,510	13,500
Environmental Services	79,806	79,806	66,306	(13,500)
Total	\$ 1,539,941	\$ 1,557,434	\$ 1,557,434	\$ -

REASON FOR ADJUSTING THE PARKS AND RECREATION SPECIAL ACTIVITIES FUND APPROPRIATION:

In the Parks and Recreation Special Activities Fund, expenditures will increase by \$22,000, from \$133,300 to \$155,300 for Seniors in Motion activities.

<u>Parks & Recreation Special Activities Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Community Services	\$ 133,300	\$ 133,300	\$ 155,300	\$ 22,000
Total	\$ 133,300	\$ 133,300	\$ 155,300	\$ 22,000

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**REASON FOR ADJUSTING THE TECHNOLOGY REPLACEMENT FUND
APPROPRIATION:**

In the Technology Replacement Fund, expenditures will increase by \$90,000, from \$269,960 to \$359,960 for Town backup servers.

<u>Technology Replacement Fund</u>		<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:					
Administrative Services		\$ 269,960	\$ 269,960	\$ 359,960	\$ 90,000
Total		\$ 269,960	\$ 269,960	\$ 359,960	\$ 90,000



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: December 18, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 for adjustments to the General Fund, Utility Fund, IRS Equitable Sharing Fund, Chapter 59 Seizure Fund, and Vehicle and Equipment Replacement Fund.**

BACKGROUND INFORMATION: The attached budget amendment represents the first proposed adjustment of the FY 2017-2018 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services ordered but not received by September 30, 2017.

Also included in this amendment is \$265,900 in the General Fund for economic development. This is the budget balance remaining for economic development funding, which is utilized to incentivize desirable projects to choose Flower Mound. All economic development incentives must be approved by the Town Council after a public hearing. Maintaining the funds in this manner will allow the Town to better compete with surrounding municipalities that have sales tax dedicated for economic development or other funding mechanisms that the Town does not have.

Several Facilities Management projects budgeted in FY 16-17 were unable to be completed during the fiscal year. Included in this amendment is \$194,900 for electronic locks on park restrooms, improve drainage system for the operations and maintenance building, and improvements to the fire stations for HVAC systems and fuel systems.

Library Services budget will increase by \$40,000 for the cultural arts master plan that was originally budgeted for in FY 16-17.

Financial Services budget will increase by \$50,000 for the home improvement incentive program that was originally budgeted for in FY 16-17. FY 17-18 will be the first year payments are made for the program.

Police Services budget will increase by \$106,100 for the school crossing guard contract. The amount was originally adjusted for a partial year in the budget.

Public Works budget will increase by \$126,000 for fuel and median nose alerts related to the Road Safety Enhancement Program.

Town Manager's Office budget will increase by \$62,455 to reorganize the Town Manager's office reauthorizing the Assistant to the Town Manager position. This was a previous position with the Town. The position will provide support and assistance to the Town Manager's Office as well as work with multiple departments on assignments related to the Town Council strategic plan and initiatives, performance management, research and studies, as well as special projects.

Fire and Emergency Services budget will increase by \$641,600 to increase overtime to maintain minimum staffing requirements; due to vacancies, training and vacation/sick leave.

Community Support funding is being re-allocated for the organizations that provide a direct benefit to a department. It was determined \$149,276 of the \$269,276 should be allocated to departments.

Financial Services	\$(149,276)
Police Services	126,276
Animal Services	15,000
Environmental Services	8,000
	<u>\$ -</u>

Contractual revenue is expected to increase \$100,000 for fire department agreements with other municipalities and Denton County.

This budget amendment also re-appropriates \$29,873 in the Utility Fund and \$1,273,734 in the Vehicle and Equipment Replacement Fund for the timing of equipment purchases. The equipment was purchased in FY 2016-2017 but was not received by the end of the fiscal year. According to government accounting rules vehicles have to be expensed in the same year they are received.

In the IRS Equitable Sharing Fund, \$260,000 of fund balance will be used for police programs, vehicles, technology and other equipment for the police department. The revenue collected in this fund is restricted for use by the Police Department.

In the Chapter 59 Seizure Fund, \$50,000 of fund balance will be used for supplies, equipment, and a referral bonus program. The revenue collected in this fund is restricted for use by the Police Department.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$3,633,037

Proposed Revenue:	Account Number(s):
<u>\$100,000</u>	100-4714 Contractual Income Ambulance
\$100,000	
Proposed Expenditure:	Account Number(s):
\$ 1,603,869	Fund 100 General Fund
29,873	Fund 200 Utility Fund
260,000	Fund 331 IRS Equitable Sharing Fund
50,000	Fund 333 Chapter 59 Seizure Fund
<u>1,789,295</u>	Fund 565 Vehicle Replacement Fund
\$ 3,733,037	

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

LEGAL REVIEW: No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Proposed Ordinance

DRAFT MOTION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 for adjustments to the General Fund, Utility Fund, IRS Equitable Sharing Fund, Chapter 59 Seizure Fund, and Vehicle and Equipment Replacement Fund.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2017, AND ENDING ON SEPTEMBER 30, 2018, AS ADOPTED BY ORDINANCE NO. 33-17, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, IRS EQUITABLE SHARING FUND, CHAPTER 59 SEIZURE FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 33-17 on September 18, 2017; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as heretofore adopted by Ordinance No. 33-17, is hereby amended to provide for adjustments to the General Fund, Utility Fund, IRS Equitable Sharing Fund, Chapter 59 Seizure Fund, and Vehicle and Equipment Replacement Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

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SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 18th DAY OF DECEMBER, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ORDINANCE NO. _____

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ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

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EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2017-2018**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, revenues will increase by \$100,000 from \$61,667,652 to 61,767,652 and expenditures will increase by \$1,603,869, from \$61,670,663 to \$63,274,532; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2017. Included in the General Fund is \$265,900 for economic development, \$40,000 for the cultural arts master plan, \$50,000 for the home improvement incentive program, \$106,100 for the school crossing guard contract, \$126,000 for fuel and median nose alerts, \$62,455 to add an Assistant to the Town Manager position, \$641,600 for fire overtime and \$194,900 for Facilities Management projects that were unable to be completed during the 2016-2017 fiscal year.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 50,729,104	\$ 50,729,104	\$ 50,729,104	\$ -
Charges for services	3,328,305	3,328,305	3,328,305	-
Licenses and permits	2,287,100	2,287,100	2,287,100	-
Fines and forfeits	892,170	892,170	892,170	-
Investment earnings	120,000	120,000	120,000	-
Intergovernmental Revenue	648,930	648,930	648,930	-
Other revenue	3,662,043	3,662,043	3,762,043	100,000
Total	\$ 61,667,652	\$ 61,667,652	\$ 61,767,652	\$ 100,000
Expenditures:				
Town Manager's Office	\$ 1,355,499	\$ 1,355,499	\$ 1,683,854	\$ 328,355
Legislative Services	465,385	465,385	465,385	-
Development Services	2,290,850	2,290,850	2,290,850	-
Community Services	9,629,261	9,629,261	9,786,175	156,914
Police Services	13,465,283	13,465,283	13,712,659	247,376
Financial Services	3,610,354	3,610,354	3,511,078	(99,276)
Administrative Services	5,686,005	5,686,005	5,880,905	194,900
Fire and Emergency Services	13,188,451	13,188,451	13,830,051	641,600
Community Relations	698,229	698,229	698,229	-
Non-Departmental Services	4,959,500	4,959,500	4,959,500	-
Public Works	4,776,599	4,776,599	4,902,599	126,000
Environmental Services	1,545,247	1,545,247	1,553,247	8,000
Total	\$ 61,670,663	\$ 61,670,663	\$ 63,274,532	\$ 1,603,869

ORDINANCE NO. _____

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EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2017-2018**

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, expenditures will increase by \$29,873, from \$43,366,769 to \$43,396,642; for the timing of equipment purchases. The equipment was purchased in FY 2016-2017 but was not received by the end of the fiscal year. According to government accounting rules vehicles have to be expensed in the same year they are received.

<u>Utility Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Development Services	\$ 473,963	\$ 473,963	\$ 473,963	\$ -
Financial Services	1,630,713	1,630,713	1,630,713	-
Non-Departmental Services	11,617,299	11,617,299	11,617,299	-
Public Works	29,644,794	29,644,794	29,674,667	29,873
Total	\$ 43,366,769	\$ 43,366,769	\$ 43,396,642	\$ 29,873

REASON FOR ADJUSTING THE IRS EQUITABLE SHARING FUND APPROPRIATION:

In the IRS Equitable Sharing Fund, expenditures will increase by \$260,000, from \$371,325 to \$631,325; for police programs, vehicles, technology and other equipment for the police department.

<u>IRS Equitable Sharing Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Police Services	\$ 371,325	\$ 371,325	\$ 631,325	\$ 260,000
Total	\$ 371,325	\$ 371,325	\$ 631,325	\$ 260,000

ORDINANCE NO. _____

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EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2017-2018**

REASON FOR ADJUSTING THE CHAPTER 59 SEIZURE FUND APPROPRIATION:

In the Chapter 59 Seizure Fund, expenditures will increase by \$50,000, from \$987 to \$50,987; for supplies, equipment, and a referral bonus program for the police department.

<u>Chapter 59 Seizure Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Police Services	\$ 987	\$ 987	\$ 50,987	\$ 50,000
Total	\$ 987	\$ 987	\$ 50,987	\$ 50,000

REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND APPROPRIATION:

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$136,842, from \$2,959,737 to \$3,096,579, to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2017 and for the timing of equipment purchases. Equipment was purchased in FY 2016-2017 but was not received by the end of the fiscal year. According to government accounting rules vehicles have to be expensed in the same year they are received.

<u>Fire District Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Fire & Emergency Services	\$ 2,959,737	\$ 2,959,737	\$ 3,096,579	\$ 136,842
Total	\$ 2,959,737	\$ 2,959,737	\$ 3,096,579	\$ 136,842



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: December 18, 2017

FROM: Kay Wilkinson, Budget Officer

ITEM: 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 amending 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, as adopted by Resolution No. 15-17.

BACKGROUND INFORMATION: At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow similar procedures and dates to the Town's annual budget.

The attached budget amendment represents an adjustment of the FY 2017-2018 Fire District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

This budget amendment is to increase overtime to maintain minimum staffing requirements; due to vacancies, training and vacation/sick leave.

In the Fire District Fund, expenditures will increase by \$136,842.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$136,842

Proposed Expenditure:	Account Number(s):
\$ 136,842	Fund 319 Fire District Fund
\$ 136,842	

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

LEGAL REVIEW: No alteration to the legal content of this resolution, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Proposed Resolution

DRAFT MOTION: The Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District move to approve a resolution amending 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, as adopted by Resolution No. 15-17.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: December 18, 2017

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of an Extended Five Year Warranty and Preventative Maintenance Contract with Zoll Medical Corporation for the Fire Department's heart monitors in the amount of \$80,430.00 due in five equal annual payments; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This five year extended warranty and maintenance agreement will cover the fifteen cardiac monitors approved with the FY 16-17 budget. The Zoll cardiac monitoring equipment is required to be calibrated and all systems checked at least annually. The preventive maintenance agreement allows for the annual review of the monitors without incurring the expense of a technician and the repairs found during this check. The amount of time it takes to review the monitors and the work required to update and calibrate the monitors is covered under this Agreement.

The extended warranty is added to cover the EKGs after the one year warranty, which will lapse in February, 2018. The extended warranty provides coverage for equipment that is damaged as the result of water, rain or deployed at a fire, damage from being dropped or impacted, damage from the exposure to the compartments of the fire equipment and just the wear and tear of daily use. The extended warranty is critical to keeping the equipment operating properly when something is damaged.

Funds of \$80,430.00 for the extended warranty and preventive maintenance contract were approved with the FY 16-17 budget. Five equal payments of \$16,086.00 will be invoiced by Zoll annually for the contract.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$80,430.00 over five year period

Proposed Expenditure:	Account Number(s):
\$16,086.00	100-660-61000-4060

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

LEGAL REVIEW: Jeremy Page of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Zoll Extended Warranty and Preventative Maintenance Contract

DRAFT MOTION: Move to approve an Extended Five Year Warranty and Preventative Maintenance Contract with Zoll Medical Corporation for the Fire Department's heart monitors in the amount of \$80,430.00 due in five equal annual payments; and authorize the Mayor to execute same on behalf of the Town.



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Flower Mound Fire Department (Customer # 6067)

ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0022 Fax

Attn: Tim Mackling (972) 874-6270 / timothy.mackling@flower-mound.com

Bill To: Flower Mound Fire Department
 3911 S. Broadway
 Flower Mound, TX 75028

Ship To: Flower Mound Fire Department
 3911 S. Broadway
 Flower Mound, TX 75028

From: Tammy Digan
 Service Contracts Representative
 (978) 421-9357 / tdigan@zoll.com

QUOTATION: 00022948
 Quote Date: November 9, 2017
 Quote Pricing: Valid for 60 Days

PM Contact: -

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-5000	5 Year Extended Warranty - ZOLL X Series Includes: Discounts of 20% on new cables, 25% on lithium SurePower Batteries, 50% on Sealed Lead Acid Batteries. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR16I021636, AR16J021821, AR16J021823, AR16J021826, AR16J021828, AR16K022312, AR16K022314, AR16K022317, AR16K022320, AR16K022322, AR16K022323, AR16K022324, AR16K022325, AR16K022328 & AR16K022329	01/01/2018 to 12/31/2022	15	\$4,680.00	\$4,212.00	\$63,180.00
8889-5991	5 Year, 1 Preventive Maintenance Per X Series PM pricing is based on purchase of the extended warranty. It is the customers responsibility to ensure covered equipment is available for service at scheduled times within the term. Serial Number(s): AR16I021636, AR16J021821, AR16J021823, AR16J021826, AR16J021828, AR16K022312, AR16K022314, AR16K022317, AR16K022320, AR16K022322, AR16K022323, AR16K022324, AR16K022325, AR16K022328 & AR16K022329	01/01/2018 to 12/31/2022	15	\$1,150.00	\$1,150.00	\$17,250.00

TOTAL: \$80,430.00

COMMENTS: Annual Payment Terms

Five equal payments will be invoiced annually each year of the contract with terms of Net 30 Days. First payment will be invoiced upon receipt of signed contract, remaining invoice dates will be January 2019, January 2020, January 2021 and January 2022.

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. 10% Multi-Unit Discount.

ZOLL Medical Corporation

Signature:

Name: Tammy DiganTitle: Service Contracts RepresentativeDate: 11/28/17

Flower Mound Fire Department

Authorized Signature:

Print Name: THOMAS E. HAYDENTitle: MAYOR

Date: _____

ZOLL Medical Corporation

Quote No: 00022948

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Flower Mound Fire Department**Preventive Maintenance Terms and Conditions**

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Flower Mound Fire Department

Quote No:00022948

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: December 18, 2017

FROM: Brian Waltenburg, Sr. Project Engineer

ITEM: Consider approval of the Professional Services Agreement with Wade Trim, to provide professional engineering services, for the Skillern Road project in the amount of \$59,999.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Skillern Road project will improve Skillern Road, between Flower Mound Road and Riverhill Drive, from a two lane asphalt section to the Town's two lane concrete rural collector section. The project also includes an eastbound right turn lane on Flower Mound Road and a pedestrian flasher beacon crossing installed at Skillern Road and Post Oak Road. The scope of the professional services agreement includes the preparation of design plans, cost estimating, and contract documents.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$59,999.00

Proposed Expenditure:	Account Number(s):
\$59,999.00	531-220-70100

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

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

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve a Professional Services Agreement with Wade Trim, to provide professional engineering services, for the Skillern Road project in the amount of \$59,999.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
WADE TRIM, INC.**

This contract is entered into on this 18th day of December, 2017, 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 **Wade Trim, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 3575 Lone Star Cir Suite 410, Fort Worth, TX 76177.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Skillern Road project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Fifty-Nine Thousand Nine Hundred Ninety-Nine and No/100 Dollars (\$59,999.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.
Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor

facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED

BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV.

Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has

not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.
Confidential Information

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

XIX.
Notice Information

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

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

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:

David Speicher, P.E.
Vice President
Wade Trim, Inc.
3575 Lone Star Cir Suite 410,
Fort Worth, TX 76177
682-237-7718 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.

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

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and

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

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 is 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:**Wade Trim, Inc.**By: 

Name: David Speicher

Title: Vice President

Date Signed: 11/20/17

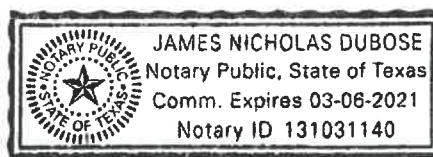
State of Texas §
 §
 County of Denton §

This instrument was acknowledged before me on the 20th day of November, 2017, by David Speicher in his capacity as Vice President of Wade Trim, Inc., a C 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 Vice President, Wade Trim, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th
 DAY OF Nov, 20 17.


 Notary Public, State of Texas

My Commission Expires:

3/6/21



WADETRIM

December 3, 2017

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

Attention: Mr. Brian Waltenburg, PE
Senior Project Engineer

Re: Skillern Road Reconstruction Project
Proposal for Professional Engineering Services

Dear Mr. Waltenburg:

We appreciate this additional opportunity to perform engineering services for the Town of Flower Mound's Skillern Road Reconstruction Project. The Town is requesting engineering consulting services for the design of approximately 880 feet, with right-turn lanes on Flower Mound and Skillern Roads.

At your request, we have prepared this Proposal for professional services associated with the design of Skillern Road. These services will include Survey, Subsurface Utility Engineering, Construction Plans/Specifications/Estimates Package (PS&E Package), Bid Phase Services and As-Constructed Drawings.

We propose to perform these services for a lump sum fee in the amount of \$59,999.00. We can begin work immediately upon receiving authorization to proceed and have the project ready to bid within six months after receiving authorization to proceed.

Please contact our office if you have any questions regarding this Proposal. We appreciate the opportunity to provide these services to the Town of Flower Mound.

Very truly yours,

Wade Trim, Inc.

David T. Speicher, PE
Vice President

Wade Trim, Inc.
105 Denton Drive
Roanoke, TX 76262

682.237.7718 Direct
877.533.9873 Toll Free
682.237.7719 Fax
www.wadetrim.com

Town of Flower Mound
December 3, 2017
Page 2

Attachment A

Scope of Design Engineering Services

With the above understanding, we propose to provide Project Management functions including conducting meetings with staff. Our Project Manager, Nick DuBose, will conduct the meeting at 30% and 100% completion, or as requested by the City, and provide the following design engineering services:

1. Topographic Alignment Survey and Right-of-Way Determination: The scope of this proposal will include an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. The limits of the topographic survey shall be from right-of-way to right-of-way, plus 25 feet on each side. We will survey the existing trees within the right-of-way, plus 10 feet on each side.
2. Subsurface Utility Engineering: We propose to provide an existing utility layout of the project area for utility identification in advance of reconstruction of the existing roadway.

Services include:

- Quality Level-D (QL-D) - Existing utilities are plotted from review of available existing records.
 - Quality Level-C (QL-C) - Surface Visible Feature Survey correlating QL-D information and existing surface features.
 - Quality Level-B (QL-B) – Not provided
 - Quality Level-A (QL-A) - Not provided
3. Construction Plans: Prepare the Plans for the design of the reconstruction of the Skillern Road including a pedestrian signal at River Hill Drive with assistants from the City. Coordinate with franchise utilities serving the area to minimize conflict during design and construction; this includes assisting in any utility coordination meetings. We will try to minimize the impact to utility companies. It is estimated the design plans will be approximately 23 pages and include: Deliverables will include three half size plans and an electronic copy in PDF format for the 50%, 75% and 100% submittals.
 - Cover Sheet
 - Quantity Summary Sheet
 - Construction Notes
 - Demolitions Sheets
 - Paving Plan and Profile Sheets

Town of Flower Mound
December 3, 2017
Page 3

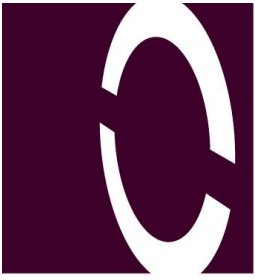
- Drainage Structure Plan Sheets
 - Construction Details
 - Survey Control Sheet
 - Subsurface Utility Engineering Sheets
 - Traffic Control Sheets
 - Soil Erosion and Sedimentation Control Sheets
4. Specifications: Prepare written specifications and contract documents for all work proposed.
 5. Bid Phase Services: Prepare a complete set of bid documents, including the contract documents and technical specifications and provide conforming sets as needed in the event of changes or addendums, for the Town's use in bidding the Project. Assist the Town in the bidding of the project. Included are preparing the bid documents and addendums, as required. Not included are tabulating the bids and making a recommendation of award, and developing notice of award and notice to proceed documents.
 6. As-Constructed Drawings: Wade Trim proposes to provide the Town with As-Constructed Engineering Documents. Construction Administration and Project Management are not included.

Town of Flower Mound
December 3, 2017
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Attachment B

Compensation

Topographic Alignment Survey and Right-of-Way Determination	\$ 10,950
Subsurface Utility Engineering (Included w/Survey)	\$ 0.00
Construction Plans	\$34,749.00
Specifications	\$ 9,600.00
Bid Phase Services	\$ 3,200.00
As-Constructed Drawings	<u>\$ 1,500.00</u>
Total	\$59,999.00



WADE TRIM



Wade Trim, Inc.
105 Denton Drive
Roanoke, TX 76262

682.237.7718 Direct
877.533.9873 Toll Free
682.237.7719 Fax
www.wadetrim.com

Wade Trim, Inc.

ENGINEER'S PRE-DESIGN OPINION OF CONSTRUCTION COST CONCRETE ROAD W/BIKE LANES AND DITCHES

PROJECT NAME: Town of Flower Mound, Texas
Skillern Road Reconstruction
(Flower Mound Rd. to River Hill Dr.)

Date: December 3, 2017

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Paving Improvements:					
1P	Mobilization	LS	1	\$ -	\$ -
2P	Right-of-Way Preparation	LS	1	10,000.00	10,000.00
3P	Project Signage	LS	1	1,500.00	1,500.00
4P	Traffic Control	LS	1	8,000.00	8,000.00
5P	SW3P Implementation & Maintenance	LS	1	2,000.00	2,000.00
6P	Unclassified Street Excavation	CY	1,000	30.00	30,000.00
7P	Remove Existing Pavement	SY	21,840	10.00	218,400.00
8P	8" Thick Lime Stabilized Subgrade	SY	4,593	10.00	45,927.78
9P	Lime for Subgrade Stabilization	TONS	80	190.00	15,267.29
10P	8" Thick Reinforced Concrete Paving	SY	4,306	60.00	258,333.33
11P	Asphalt Emulsion 0.2 Gal per SY	GAL	4,593	8.00	36,742.22
12P	Flexible Base	SY	520	30.00	15,600.00
13P	Barrier Free Ramp	EACH	2	150.00	300.00
14P	6-inch Attached Curb and Gutter	LF	600	15.00	9,000.00
15P	Sodding	SY	2,000	5.00	10,000.00
16P	5' Wide Sidewalk 4-inch Thick	SY	120	50.00	6,000.00
17P	Remove, Salvage and Replace Curve Ahead Sign	EACH	1	250.00	250.00
18P	Remove, Salvage and Replace Speed Limit Sign	EACH	1	250.00	250.00
19P	Remove, Salvage and Replace Stop Sign w/Name Plates	EACH	1	250.00	250.00
20P	Remove, Salvage and Replace Directional Arrow Sign	EACH	1	250.00	250.00
21P	Remove and Salvage and Replace Adopt a Spot Sign	EACH	1	250.00	250.00
22P	Remove, Salvage and Replace Directional Sign	EACH	1	250.00	250.00
23P	Remove, Salvage and Replace Pedestrian Crossing Sign	EACH	2	250.00	500.00
24P	Remove, Salvage and Replace Bollard	EACH	1	250.00	250.00
25P	Pavement markings (Yellow 4")	LF	1,760	2.00	3,520.00
26P	Pavement markings (White 4")	LF	4,100	2.00	8,200.00
27P	Pavement markings (White 8")	LF	100	3.00	300.00
28P	Pavement markings (White 24" Stop Bar)	LF	24	5.00	120.00
29P	Pavement markings (White "ONLY")	EACH	2	100.00	200.00
30P	Pavement markings (White Right Turn Symbol)	EACH	2	100.00	200.00
31P	Pedestrian Signal	EACH	1	60,000.00	60,000.00
	Paving Subtotal				\$ 741,860.63
	Contingencies (15%)				\$ 111,279.09
	Paving Total				\$ 853,100.00
Drainage Improvements:					
1D	10' Curb Inlet	EA	1	4,200.00	4,200.00
2D	Remove Inlet	EA	1	2,500.00	2,500.00
3D	Remove 24" Reinforced Concrete Pipe	LF	16	10.00	160.00
4D	24" Reinforced Concrete Pipe	LF	100	80.00	8,000.00
5D	Drop Inlet 4'x4'	EA	2	4,000.00	8,000.00
	Drainage Subtotal				\$ 22,860.00
	Contingencies (15%)				\$ 3,429.00
	Drainage Total				\$ 26,300.00
	TOTAL PAVING & DRAINAGE IMPROVEMENTS				\$ 879,400.00



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: December 18, 2017

FROM: Tiffany Bruce, P.E., Acting Executive Director of Public Works

ITEM: Consider approval of Change Order No. 3 and final acceptance of the Oak Street Phase III Lift Station and Force Main project, amending the contract with S.J. Louis Construction of Texas, Ltd., for an increase to the contract in the amount of \$27,065.00, and authorizing final payment to S.J. Louis Construction of Texas, Ltd., in the amount of \$326,821.20; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Change Order No. 3 provides for the line item adjustments to match in-place quantities. Final payment consists of \$264,276.20 of retainage, \$62,545.00 of work completed, for a final payment of \$326,821.20, for a final contract amount of \$5,355,574.48, less \$112,000.00 in reduction of payments for liquidated damages.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$326,821.20

Proposed Expenditure:	Account Number(s):
\$326,821.20	630-970-90385

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 3
2. Contractors Estimate for Payment
3. Consent of Surety
4. Affidavit of Bills Paid

DRAFT MOTION: Move to approve Change Order No. 3 and final acceptance of the Oak Street Phase III Lift Station and Force Main project, amending the contract with S.J. Louis Construction of Texas, Ltd., for an increase to the contract in the amount of \$27,065.00, and authorize final payment to S.J. Louis Construction of Texas, Ltd., in the amount of \$326,821.20; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER 3 AND FINAL

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound
 Contractor: SJ Louis Construction
 520 South 6th Ave, P.O. Box 834
 Mansfield, TX 76063

Project: Oak Street Phase III Lift Station and Forcemain Project

CHANGE ORDER NO. 3 and FINAL

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

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

Item No.	Description	Unit	Add/ Deduct	Quan	Unit Price	Extended Amount
36	REMOVE AND REPLACE MEDIAN NOSE	EA	Deduct	4.00	\$2,000.00	(8,000.00)
39	REMOVE AND REPLACE 18" CLASS III RCP STORM	LF	Deduct	184.00	\$60.00	(11,040.00)
40	REMOVE AND REPLACE 24" CLASS III RCP STORM	LF	Deduct	16.00	\$70.00	(1,120.00)
41	REMOVE AND REPLACE 27" CLASS III RCP STORM	LF	Deduct	24.00	\$80.00	(1,920.00)
42	REMOVE AND REPLACE 42" CLASS III RCP STORM	LF	Deduct	24.00	\$100.00	(2,400.00)
43	REMOVE AND DISPOSE OF SHED ON RIM PROPERTY	LS	Deduct	1.00	\$1,000.00	(1,000.00)
CO3A	Additional Fencing, Approx 225 LF	LS	Add	1.00	\$4,500.00	4,500.00
CO3B	Additional Flex Base, Approx 575 SY	LS	Add	1.00	\$6,327.00	6,327.00
CO3C	Additional 45 degree bends installation at the wastewater treatment plant, includes bends, megalugs, bolt kits)	LS	Add	1.00	\$33,619.00	33,619.00
CO3D	Filler Flange assembly for ARV	LS	Add	1.00	\$650.00	650.00
CO3E	Upgraded Irrigation Box	LS	Add	1.00	\$2,948.00	2,948.00
CO3F	Additional Tree Removal	LS	Add	1.00	\$4,000.00	4,000.00
CO3G	Special Floodplain Seed Mix	LS	Add	1.00	\$500.00	500.00
Subtotal						27,065.00

Original Contract Amount
 Change Order No. 1
 Change Order No. 2
 Change Order No. 3
 Revised Contract Price

5,442,771.57
2,100.00
(116,362.09)
27,065.00
5,355,574.48

Justification:

Item CO3A provides for additional chain link fencing at the lift station site at the request of the Town.
 Item CO3B provides for additional flex base placement at the lift station site at the request of the Town.
 Item CO3C provides for two additional 30" 45 degree bends at the connection to the wastewater treatment plant required due to conflicting electric line that was found. The bends allowed us to lower the forcemain prior to connection.
 Item CO3D provides for a filler flange assembly for the air release valve on the lift station site that was necessary due to the pipe slope coming in to the assembly. The filler flange alleviated the issue.
 Item CO3E provides for an upgraded irrigation box at the request of the Town.
 Item CO3F provides additional tree removal of three trees on the adjacent property to the lift station at the request of the Town.
 Item CO3G provides for purchase and placement of a special floodplain seed mix at the request of the Town that was placed in the floodplain areas on the southeast side of the lift station adjacent to the creek.

Recommended
for Approval

Tiffany Bruce, P.E.
 CIP Engineering Manager

10/27/17
Date

10/27/17
 Date
 SJ Louis Construction of Texas Ltd.
 Contractor

Approved

Thomas E. Hayden
 Mayor

Date

Project: Oak Street Lift Station & Force Main Phase III Estimate No.: 16 & FINAL

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
1	MOBILIZATION	LS	1.00	\$ 200,000.00	\$ 200,000.00	0.95	0.05	1.00	\$ 190,000.00	\$ 10,000.00	\$ 200,000.00	100.00%
2	TREE REMOVAL AND PROTECTION	LS	1.00	\$ 40,000.00	\$ 40,000.00	1.00	0.00	1.00	40,000.00	-	40,000.00	100.00%
3	INSTALL PROPOSED TREES	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	0.00	1.00	30,000.00	-	30,000.00	100.00%
4	24-INCH CLSS 150 DUCTILE IRON FORCE MAIN BY OPEN CUT	LF	32.00	\$ 235.00	\$ 7,520.00	32.00	0.00	32.00	7,520.00	-	7,520.00	100.00%
5	30-INCH CLASS 150 DUCTILE IRON FOREC MAIN BY OPEN CUT	LF	11,870.00	\$ 240.00	\$ 2,848,800.00	11870.00	0.00	11870.00	2,848,800.00	-	2,848,800.00	100.00%
6	30-INCH CLASS 150 DUCTILE IRON RESTRAINED JOINT FORCE MAIN WITH CASING SPACERS	LF	510.00	\$ 296.00	\$ 150,960.00	510.00	0.00	510.00	150,960.00	-	150,960.00	100.00%
7	BORE WITH 42-INCH I.D. (MIN) STEEL CASING	LF	510.00	\$ 822.00	\$ 419,220.00	510.00	0.00	510.00	419,220.00	-	419,220.00	100.00%
8	CONNECT TO EXISTING WWTP PRELIMINARY TREATMENT AREA	EA	1.00	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	5,000.00	-	5,000.00	100.00%
9	CONNECT TO EXISTING OAK STREET LIFT STATION WET WELL	EA	1.00	\$ 15,000.00	\$ 15,000.00	1.00	0.00	1.00	15,000.00	-	15,000.00	100.00%
10	30-INCH MOTOR OPERATED PLUG VALVE AND VAULT	EA	1.00	\$ 83,300.00	\$ 83,300.00	1.00	0.00	1.00	83,300.00	-	83,300.00	100.00%
11	30-INCH MAGNETIC FLOW METER AND VAULT	EA	1.00	\$ 55,400.00	\$ 55,400.00	1.00	0.00	1.00	55,400.00	-	55,400.00	100.00%
12	4-INCH ARV WITH VAULT AND ODOR CONTROL (REMOVE AND REPLACE EXISTING ARV - STA 92+50, 98+42, 102+93, 106+72)	EA	4.00	\$ 58,300.00	\$ 233,200.00	4.00	0.00	4.00	233,200.00	-	233,200.00	100.00%
13	4-INCH ARV , ODOR CONTROL, AND LANDSCAPING (REMOVE AND REPLACE EXISTING ARV - FOREST VISTA DRIVE)	LS	1.00	\$ 36,500.00	\$ 36,500.00	1.00	0.00	1.00	36,500.00	-	36,500.00	100.00%
14	4-INCH ARV AND ODOR CONTROL (REMOVE AND REPLACE EXISTING - STA 82+90)	LS	1.00	\$ 33,100.00	\$ 33,100.00	1.00	0.00	1.00	33,100.00	-	33,100.00	100.00%
15	6-INCH ARV WITH VAULT AND ODOR CONTROL (STA 1+50, 23+85, 99+04)	EA	3.00	\$ 42,600.00	\$ 127,800.00	3.00	0.00	3.00	127,800.00	-	127,800.00	100.00%
16	6-INCH ARV WITH VAULTS WITH ODOR CONTROL (STA 35+83, 52+08)	EA	2.00	\$ 90,500.00	\$ 181,000.00	2.00	0.00	2.00	181,000.00	-	181,000.00	100.00%
17	6-INCH ARV (REMOVE AND REPLACE EXISTING - STA 51+57 \$ 36+27)	EA	2.00	\$ 68,400.00	\$ 136,800.00	2.00	0.00	2.00	136,800.00	-	136,800.00	100.00%
18	REMOVE EXISTING 24-INCH PLUG VALVE AND ACTUATOR AT LIFT STATION	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	1,000.00	-	1,000.00	100.00%
19	REMOVE EXISTING 6-FT CHAIN LINK FENCE	LF	160.00	\$ 1.00	\$ 160.00	160.00	0.00	160.00	160.00	-	160.00	100.00%
20	INSTALL 6-FT CHAIN LINK FENCE WITH BARBED WIRE	LF	366.00	\$ 20.00	\$ 7,320.00	366.00	0.00	366.00	7,320.00	-	7,320.00	100.00%
21	REMOVE AND REPLACE CHAIN LINK FENCE WITH BARBED WIRE	LF	60.00	\$ 21.00	\$ 1,260.00	60.00	0.00	60.00	1,260.00	-	1,260.00	100.00%
22	24-FT CHAIN LINK DOUBLE DOOR GATE	EA	2.00	\$ 1,600.00	\$ 3,200.00	2.00	0.00	2.00	3,200.00	-	3,200.00	100.00%
23	SEEDING, FERTILIZER AND EROSION CONTROL	LF	10,255.00	\$ 0.01	\$ 102.55	10255.00	0.00	10255.00	102.55	-	102.55	100.00%
24 CO2	CONCRETE PAVEMENT REPAIR	SY	2,421.30	\$ 55.00	\$ 133,171.50	2421.30	0.00	2421.30	133,171.50	-	133,171.50	100.00%
25	CONCRETE TRAIL REPAIR	SY	130.00	\$ 40.00	\$ 5,200.00	130.00	0.00	130.00	5,200.00	-	5,200.00	100.00%
26	FLEX BASE PARKING LOT REPAIR AT WASTEWATER TREATMENT PLANT	SY	1,030.00	\$ 9.00	\$ 9,270.00	1030.00	0.00	1030.00	9,270.00	-	9,270.00	100.00%
27	REMOVE AND INSTALL FLEX BASE ROAD AT LIFT STATION	SY	460.00	\$ 11.00	\$ 5,060.00	460.00	0.00	460.00	5,060.00	-	5,060.00	100.00%
28	TRENCH SAFETY	LF	11,902.00	\$ 0.01	\$ 119.02	11902.00	0.00	11902.00	119.02	-	119.02	100.00%
29	ELECTRICAL AND SCADA IMPROVEMENTS	LS	1.00	\$ 188,000.00	\$ 188,000.00	1.00	0.00	1.00	188,000.00	-	188,000.00	100.00%
30	CATHODIC PROTECTION	LS	1.00	\$ 40,000.00	\$ 40,000.00	1.00	0.00	1.00	40,000.00	-	40,000.00	100.00%
31	ODOR CONTROL AT LIFT STATION (BIOFILTERS, DUCTWORK, FANS, IRRIGATION, OCNDENSATE MANHOLES)	LS	1.00	\$ 180,000.00	\$ 180,000.00	1.00	0.00	1.00	180,000.00	-	180,000.00	100.00%
32	GRASS PAVERS	SF	1,250.00	\$ 10.00	\$ 12,500.00	1250.00	0.00	1250.00	12,500.00	-	12,500.00	100.00%
33	BUBBLER IRRIGATION SYSTEM	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	0.00	1.00	25,000.00	-	25,000.00	100.00%
34	PROJECT SIGN	EA	2.00	\$ 400.00	\$ 800.00	2.00	0.00	2.00	800.00	-	800.00	100.00%
35	TEMPORARY REMOVAL AND REPLACEMENT OF EXISTING TRAFFIC SIGNS	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	5,000.00	-	5,000.00	100.00%
36 CO3	REMOVE AND REPLACE MEDIAN NOSE	EA	0.00	\$ 2,000.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
37	TRAFFIC CONTROL PLAN	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	0.00	1.00	9,000.00	-	9,000.00	100.00%
38	EXPLORATORY EXCAVATION	EA	6.00	\$ 700.00	\$ 4,200.00	6.00	0.00	6.00	4,200.00	-	4,200.00	100.00%
39 CO3	REMOVE AND REPLACE 18" CLASS III RCP STORM	LF	0.00	\$ 60.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
40 CO3	REMOVE AND REPLACE 24" CLASS III ECP STORM	LF	0.00	\$ 70.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!

Project: Oak Street Lift Station & Force Main Phase III

Estimate No.: 16 & FINAL

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
41 CO3	REMOVE AND REPLACE 27" CLASS III RCP STORM	LF	0.00	\$ 80.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
42 CO3	REMOVE AND REPLACE 42" CLASS III RCP STORM	LF	0.00	\$ 100.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
43 CO3	REMOVE AND DISPOSE OF SHED ON KIM PROPERTY	LS	0.00	\$ 1,000.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
44	REMOVE CONCRETE PAD AT SOUTHWEST CORNER OF OPERATIONS AND MAINTENANCE BUILDING AT WASTEWATER TREATMENT PLANT	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	1,000.00	-	1,000.00	100.00%
45 CO2	PIERS AND LAGGING AT OAK STREET LIFT STATION CONNECTION	LS	0.00	\$ 5,000.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
46	ABANDON 18" FORCE MAIN	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	0.00	1.00	30,000.00	-	30,000.00	100.00%
CO1A	REMOVAL AND REPLACEMENT OF PEDESTRIAN FLASHING BEACON FOUNDATION	LS	1.00	\$ 2,100.00	\$ 2,100.00	1.00	0.00	1.00	2,100.00	-	2,100.00	100.00%
CO2A	Concrete Pavement Repair (Adjusted Price)	SY	191.30	\$ 57.75	\$ 11,047.58	191.30	0.00	191.30	11,047.58	-	11,047.58	100.00%
CO2B	Concrete Pavement Repair Additional Price Compensation	SY	2,421.30	\$ 2.75	\$ 6,658.58	2421.30	0.00	2421.30	6,658.58	-	6,658.58	100.00%
CO2C	Special Excavation at Oak Street Lift Station Connection	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	2,500.00	-	2,500.00	100.00%
CO2D	24" Forcemain at Sta. 68+57 Conflict	LS	1.00	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	5,000.00	-	5,000.00	100.00%
CO2E	33" Sewer at Sta. 92+50 Conflict	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	1,200.00	-	1,200.00	100.00%
CO2F	8" Sanitary sewer at Sta. 87+40 Conflict	LS	1.00	\$ 6,250.00	\$ 6,250.00	1.00	0.00	1.00	6,250.00	-	6,250.00	100.00%
CO2G	Backcharge to the Town for repair work associated with existing forcemain damage	LS	1.00	\$ (3,288.55)	\$ (3,288.55)	1.00	0.00	1.00	(3,288.55)	-	(3,288.55)	100.00%
CO2H	Additional landscaping and irrigation in the median where additional tree removal was necessary	LS	1.00	\$ 2,933.00	\$ 2,933.00	1.00	0.00	1.00	2,933.00	-	2,933.00	100.00%
CO2I	65 LF of 5 strand barbed wire with 1- 12' gate, 4 H-braces	LS	1.00	\$ 2,865.80	\$ 2,865.80	1.00	0.00	1.00	2,865.80	-	2,865.80	100.00%
CO2J	2" Water Line for future offsite project	LS	1.00	\$ 800.00	\$ 800.00	1.00	0.00	1.00	800.00	-	800.00	100.00%
CO3A	Additional Fencing, Approx 225 LF	LS	1.00	\$ 4,500.00	\$ 4,500.00	0.00	1.00	1.00	-	4,500.00	4,500.00	100.00%
CO3B	Additional Flex Base, Approx 575 SY	LS	1.00	\$ 6,327.00	\$ 6,327.00	0.00	1.00	1.00	-	6,327.00	6,327.00	100.00%
CO3C	Additional 45 Degree Bends (Installation at WWTP - Include Bends, Megalugs, Bolt Kits)	LS	1.00	\$ 33,619.00	\$ 33,619.00	0.00	1.00	1.00	-	33,619.00	33,619.00	100.00%
CO3D	Filler Flange Assembly for ARV	LS	1.00	\$ 650.00	\$ 650.00	0.00	1.00	1.00	-	650.00	650.00	100.00%
CO3E	Upgraded Irrigation Box	LS	1.00	\$ 2,949.00	\$ 2,949.00	0.00	1.00	1.00	-	2,949.00	2,949.00	100.00%
CO3F	Additional Tree Removal	LS	1.00	\$ 4,000.00	\$ 4,000.00	0.00	1.00	1.00	-	4,000.00	4,000.00	100.00%
CO3G	Special Floodplain Seed Mix	LS	1.00	\$ 500.00	\$ 500.00	0.00	1.00	1.00	-	500.00	500.00	100.00%
TOTAL					5,355,574.48				5,293,029.47	62,545.00	5,355,574.47	100.00%



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

CONSENT OF SURETY TO FINAL PAYMENT

TO: Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Consent to Final Payment

Principal: S. J. Louis Construction of Texas, Ltd.

Obligee: Town of Flower Mound

Contract Number: _____ Contract Date: February 2015

Contract/Project Description:

BID #2015 33, Oak Street Phase III Lift Station and Force Main

In accordance with the provisions of the contract between the Obligee and the Principal described above, LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as Surety (the "Surety"), on the Principal's bond number 190032679 (the "Bond") hereby consents to the final payment to the Principal by the Obligee and agrees that final payment to the Principal shall not relieve the Surety of any of its obligations to Obligee as set forth in the Bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand and seal this 16th day of November, 2017.

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By:

 (Seal)
V. DeLene Marshall, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7877049

Liberty Mutual Insurance Company
 The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Don E. Cornell; Kelly A. Westbrook; Ricardo J. Reyna; Robbi Morales; Sophinie Hunter; Tina McEwan; V. DeLene Marshall

all of the city of Dallas, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of August, 2017.



The Ohio Casualty Insurance Company
 Liberty Mutual Insurance Company
 West American Insurance Company

By: David M. Carey
 David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
 COUNTY OF MONTGOMERY

On this 25th day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Teresa Pastella, Notary Public
 Upper Merion Twp., Montgomery County
 My Commission Expires March 28, 2021
 Member, Pennsylvania Association of Notaries

By: Teresa Pastella
 Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 2017.



By: Renee C. Llewellyn
 Renee C. Llewellyn, Assistant Secretary



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

City of Flower Mound, TX

PROJECT:	Oak Street Phase III Lift Station and Force Main	PROJECT NUMBER:	
OWNER:	City of Flower Mound, TX		2015-33
CONTRACTOR:	S.J. Louis Construction of Texas, Ltd.		21503-10
ENGINEER:	Kimley-Horn and Associates		N/A

The Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond, acceptable to the Owner, for each exception.)

CONTRACTOR S.J. Louis Construction of Texas, Ltd.

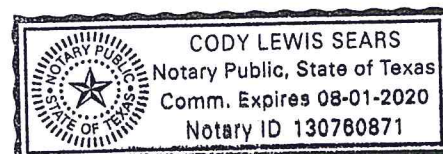
BY Adam Lunsford

TITLE Vice President

Subscribed and sworn to before me this 17th day of November, 20 17.

Notary Public: Cody Lewis Sears

My Commission Expires: 08/01/2020





TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: December 18, 2017

FROM: Brian Waltenburg, Sr. Project Engineer

ITEM: Consider approval of Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide additional design services, for the Upper Timber Creek Interceptor Phase IV project, in the amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Upper Timber Creek Interceptor Phase IV project includes the preparation of design plans, specifications, cost estimates, contract documents for construction of the wastewater interceptor. This amendment provides for additional design services required for wet well improvements at the Oak Street Lift Station. The repair work was identified in an observation report prepared on 7/9/2013. The work is necessary to ensure long term operation of the lift station. Amendment No. 1 will increase the current contract value of \$230,000.00 by \$35,000.00, for a new contract value of \$265,000.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$\$35,000.00

Proposed Expenditure:	Account Number(s):
\$35,000.00	630-970-98732

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

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

ATTACHMENTS:

1. Professional Services Agreement Amendment No. 1

DRAFT MOTION: Move to approve Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide additional design services, for the Upper Timber Creek Interceptor Phase IV project, in the amount of \$35,000.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC.**

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into on this 18th day of December, 2017, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “Town”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “Consultant”) regarding the following project:

UPPER TIMBER CREEK INTERCEPTOR PHASE IV

I. RECITALS

WHEREAS, Town entered into a professional engineering design and related construction services from Consultant for the Upper Timber Creek Interceptor Phase IV project (“Services”) on or about the 17th day of January, 2017 (the “Contract”); and

WHEREAS, Town and Consultant both desire to amend the Contract and Consultant is willing to undertake the performance of such additional services and agrees to the increased cost for such services as expressed herein;

II. TERMS OF AMENDMENT

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:

A.

Recitals Incorporated

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

B.

Amendment of Paragraph No. II

From and after the approval of this First Amendment, Section II of the Contract, entitled “Scope of Services” is hereby deleted in its entirety and replaced with a new Paragraph No. II to read as follows:

“CONSULTANT shall perform such professional engineering services, not necessarily limited to, the tasks

enumerated more fully in Attachment “A-1” entitled “Scope of Services”, as are necessary to complete the Upper Timber Creek Interceptor Phase IV project (hereafter referred to collectively as the “Project”). Attachment “A-1” 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-1” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.”

C.

Amendment of Paragraph No. III

From and after the approval of this First Amendment, Section III of the Contract entitled “Payment for Services” is amended in part by deleting the first paragraph of said Section III and replacing it with a new paragraph reading as follows and leaving all other provisions of Section III intact and unchanged:

“Total payment for services described herein for the Services for the Project shall be a sum not to exceed Two Hundred Sixty-Five Thousand Dollars and 00/100 (\$265,000) as specified in Attachment “B-1”.”

D.

Revisions of the Scope of Services

From and after the approval of this First Amendment, Attachment “A”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “A-1” to the Contract. In case of conflict in the language of Attachment “A-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and shall be final and binding upon both parties hereto.

From and after the approval of this First Amendment, Attachment “B”, is replaced by the document attached hereto and incorporated herein by reference as Attachment “B-1” to the Contract. In case of conflict in the language of Attachment “B-1” and any other provision of the Contract, as amended by this First Amendment, the terms and conditions of the Contract, as amended by the First Amendment, shall control, and be final and binding upon both parties hereto.

E.

Contract Controls

All other provisions of the Contract remain in full force and effect. In the event of a conflict or an inconsistency between the Contract and/or the First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

KIMLEY-HORN AND ASSOCIATES, INC.By: 

Name

Title

Dean HenigsmenSr. Vice PresidentDate Signed: 11/20/17

State of Texas

§

County of ~~Denton~~

§

Dallas

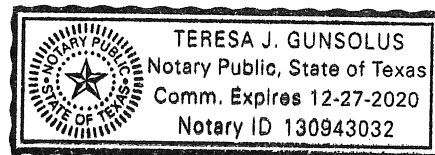
§

This instrument was acknowledged before me on the 20th day of November, 2017, by Dean Henigsmen, in his capacity as Sr. Vice President of **Kimley-Horn and Associates, Inc.**, 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 **Kimley-Horn and Associates, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF November, 2017.


Notary Public, State of Texas

My Commission Expires:

12-27-2020

ATTACHMENT A-1**SCOPE OF SERVICES**

PROJECT NAME: Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)

PROJECT UNDERSTANDING

This project includes replacing an existing 27-inch/30-inch gravity wastewater line which currently parallels Timber Creek. The limits of this project begin near Blairwood Drive and proceed approximately 4,300 feet south to the Oak Street Lift Station. The existing line is located on both sides of Timber Creek; however, the proposed line will be located entirely on the west side of the creek to minimize the number of creek crossings. The proposed wastewater line is anticipated to be 36-inch in diameter. This project also includes coating and structural improvements to the existing Oak Street Lift Station wet well.

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

- Approximately 4,300 LF of 36-inch wastewater interceptor
- Approximately 700 LF of 8-inch wastewater collector
- Nationwide 12 Permit for construction activities near the creek
- Abandonment of three (3) aerial crossings
- Bores/Tunnels under Timber Creek and its tributaries
- Double barrel (18-inch/24-inch) inverted siphon
- Relocation of one wastewater meter station with associated electrical and Telog controls.
- Coating and structural improvements to the existing Oak Street Lift Station wet well.

SCOPE OF PROFESSIONAL SERVICES**TASK 1: ROUTE EVALUATION****A. Description**

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

B. Data Collection

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

C. Hydraulic Analysis

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

D. Routing Evaluation

1. The existing wastewater line is currently located on both the east and west side of the creek. Additionally, near the Oak Street Lift Station, the existing line crosses through private property. It is assumed that most of the proposed alignment will parallel the existing line; however, this task will evaluate alternative routes near the private residence to minimize disruption to Town residents. This task will also evaluate alternative alignments at the creek crossings to maintain the alignment entirely on the west side of the creek. Up to two (2) alignment alternatives will be evaluated.
2. Kimley-Horn will evaluate how to collect the existing 8-inch collection lines on the east side of the creek and connect them to the proposed wastewater interceptor on the west side of the creek. This evaluation will take into account the quantity and location of potential aerial crossings. Kimley-Horn will prepare up to (2) alternatives.
3. Walk alignment alternatives with the Town.
4. Prepare preliminary opinion of probable construction cost (OPCC) for each alternative.

E. Meetings

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

TASK 2: SURVEY**A. Perform field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:**

1. Property pins
2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
3. Lane striping
4. Driveways
5. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
6. Culverts and bridges
7. Guardrail
8. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
9. Traffic signal poles, cabinets, and other signal equipment
10. Signs (excluding temporary signs)

11. Buildings
 12. Retaining walls
 13. Fence limits and material types
 14. Trees 8-inch and greater
 15. Other applicable physical features that could impact design
- B. Review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered additional services.
- C. Prepare right of entry letters

TASK 3: EASEMENTS

- A. Prepare permanent and temporary easement instruments (narrative and graphic exhibits as required for proposed water improvements). Up to four (4) instruments are anticipated. One (1) instrument shall consist of a permanent and temporary easement.
1. Easement preparation will begin after the alignment through each property has been approved by the Town. Easement preparation is anticipated to take 21 days.
- B. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor, shall conform to standard format provided by the Owner and shall contain the following at a minimum:
1. Parcel number
 2. Area required
 3. Area remaining
 4. Legal description
 5. Current owner
 6. Any existing platted easements
 7. All physical features
- C. Deliverables
1. Three (3) paper copies of field notes and exhibits, and an electronic version of the exhibits (i.e. PDF) for permanent and temporary construction easements

TASK 4: DESIGN

- A. Design
1. Conduct kick-off meeting with the Town during monthly progress meetings

2. This task assumes the Upper Timber Phase 3 and Phase 4 projects will be bid as one project.
3. Prepare plan and profile sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1"=40' horizontal. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Interceptor Plan and Profile (5 sheets assumed)
 - e. Collector Plan and Profile (1 sheet assumed)
 - f. Bypass Pumping Plan
 - g. Construction Details
 - h. Inverted Siphon Details
 - i. Oak Street Lift Station Connection Details
 - j. Meter Station Relocation Details
4. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
5. Design double barrel inverted siphon including hydraulic evaluation, evaluating pipe materials, junction structure structural design, and details. One (1) inverted siphon is anticipated.
6. Prepare a bypass pumping plan, as required.
7. Prepare exhibits showing anticipated tree removal
8. Prepare tunneling/boring details and specifications at various creek crossings.
9. Prepare schematic easement exhibits to facilitate easement acquisition
10. Submit to the Town 50% plan view only plans and OPCC for review and comments.
11. Conduct meeting with Town to review 50% plans during monthly progress meetings. Make revisions based on the Town's review of the 50% plans.
12. Evaluate construction sequencing.
13. Prepare details and specifications associated with relocating the existing flow meter. This scope assumes that the meter technology (FloDar) and communication technology (Telog) will not be changed.
14. Submit to the Town 95% complete Contract Documents (plans and specifications) and OPCC for review and comments.
15. Conduct meeting with Town to review 95% plans during monthly progress meetings. Make revisions based on the Town's review of the 95% submittal.
16. Submit to the Town 100% complete Contract Documents (plans and specifications) and OPCC
17. Submit final plans to appropriate regulatory agencies (TxDOT and TCEQ) for review and comments.

B. Design Deliverables

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

C. Services provided by the Town

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

TASK 5: ENVIRONMENTAL**A. Description**

1. This task involves preparing a Nationwide Permit (NWP) 12 for submittal to the USACOE for construction activities near the creek. The scope provided assumes that this project will not trigger preconstruction notification and that a NWP 12 with no notification will be sufficient. If preconstruction notification is required then additional services will be required.
2. This scope assumes only one NWP 12 will be prepared for Upper Timber Phases 3 and 4 combined.

B. Nationwide 12 Permit

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

- f. Cultural Resources information from readily available databases;
 - g. Threatened and Endangered Species information from readily available databases.
4. One site visit by a qualified professional wetland scientist is included in this task to gather information useful for the memo

TASK 6: GEOTECHNICAL

A. Description

- 1. Included in this task is performing one (1) bore in addition to the five (5) bores identified in the scope of work for Phase 3. The bores will be used to determine the general soil stratum as well as provide data for structural design of the cast-in-place junction structures. The borings will be to a depth of approximately thirty (30) feet.
- 2. This task assumes the geotechnical work for Upper Timber Phase 3 will be done in conjunction with the geotechnical work for Upper Timber Phase 4.

B. Deliverables

- 1. Two (2) copies of the Geotechnical Report

TASK 7: BIDDING PHASE SERVICES

- A. Print and issue 5 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents. It is assumed that Upper Timber Phase 3 will be bid in conjunction with Upper Timber Phase 4 as one bid package.

- B. Review Contractor questions and issue addenda as required.

C. Deliverables

- 1. Addenda as required
- 2. Print and deliver to the Town up to 5 sets of bid documents
- 3. CD with PDFs of bid documents

TASK 8: RECORD DRAWINGS

- A. Prepare record drawings from Contractor's marks showing changes made during construction. Transfer Contractor's marks to digital format. Kimley-Horn will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy. It is assumed that Upper Timber Phase 3 and Phase 4 will be combined into a single set of record drawings.

B. Deliverables

1. One (1) compact disc containing Record Drawing in digital format (PDF, TIFF, CAD)

C. Services Provided by the Town

1. Review of Contractor's marks for completeness and accuracy

TASK 9: OAK STREET LIFT STATION WET WELL IMPROVEMENTS

A. Description

1. This task includes coating and structural improvements to the existing wet well in accordance with the recommendations provided by JQ Infrastructure in an Observation Report dated 7/9/13. This task also includes making provisions for improvements to the Wellington Interceptor. It is assumed this work will be incorporated into the Contract Documents for Upper Timber Phases 3 and 4.

B. Design

1. Conduct site visit to evaluate condition of existing wet well
2. Perform structural design for future 27" Wellington Interceptor penetration.
3. Evaluate structural roof and provide structural details for repair. This scope assumes only spall repair is necessary and no structural load deficiencies are present.
4. Evaluate structural wall and provide structural details for repair. This scope assumes only spall repair is necessary and no structural load deficiencies are present.
5. Evaluate coating systems and provide technical specification for recommended system.
6. Evaluate sequencing and/or bypass pumping required to install improvements at the wet well. Prepare plan to incorporate into the Contract Documents.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Attending additional public meetings during the project.
- Providing professional services associated with the construction phase of the project.
- Attending a Pre Bid Meeting
- Preparing a Bid Tabulation or Recommendation Letter
- Reviewing Contractor's References
- Any services not listed in the Scope of Services.

ATTACHMENT B-1**COMPENSATION**

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

TASK 1 – Route Evaluation	\$17,000
TASK 2 - Survey	\$36,000
TASK 3 – Easements	\$8,800
• \$1,650/EA for McFarling and Kim tracts	
• \$2,750/EA for Loftyblooms and Shriner tracts	
TASK 4 – Design	\$152,700
TASK 5 – Environmental	\$5,600
TASK 6 – Geotechnical	\$2,400
TASK 7 – Bidding Phase Services	\$2,500
TASK 8 – Record Drawings	\$5,000
TASK 9 – Oak Street Lift Station Wet Well Improvements	\$35,000
<u>TOTAL</u>	<u>\$265,000</u>

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



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: December 18, 2017

FROM: Tiffany Bruce, P.E., Acting Executive Director of Public Works

ITEM: **Consider approval of two real property appraisal groups to provide professional real property appraisal services for the Town for a two-year term ending December 18, 2019.**

BACKGROUND INFORMATION: A request for Statement of Qualifications from prospective groups was advertised in the Denton Record Chronicle on September 24, 2017, and October 1, 2017. Each firm was requested to submit their qualifications and relevant experience. The selection team reviewed each submittal based upon qualifications, experience, office location, and previous experience with the Town.

Two groups responded to the request for Statement of Qualifications for Professional Real Property Appraisal Services for Various Projects (No. 2018-3B). Both firms were selected and are as follows:

- Pyles Whatley Corporation
- JLL Valuation & Advisory

Upon approval by the Town Council, staff will have the authority to initiate negotiations with either of these groups to perform real property appraisal services for individual Town projects. Each time staff negotiates with one of the selected groups, the professional services agreement will be submitted to the Town Council or the Town Manager for approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve two real property appraisal groups to provide professional real property appraisal services for the Town for a two-year term ending December 18, 2019.



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: December 18, 2017

FROM: Brian Waltenburg, Sr. Project Engineer

ITEM: Consider approval of Change Order No. 1 and final acceptance of the Inflow-Infiltration Evaluation & Repair (2016 Manhole Rehab) project, amending the contract with Fuquay, Inc., for a decrease to the contract in the amount of \$97,842.55, and authorizing final payment to Fuquay, Inc., in the amount of \$19,635.88; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Final Payment consists of \$19,271.88 of retainage and \$364.00 for work completed, for a total payment of \$19,635.88; and a final contract amount of \$385,801.45.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$19,635.88

Proposed Expenditure:	Account Number(s):
\$19,635.88	630-970-98030

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1
2. Final Pay Application
3. Consent of Surety
4. Affidavit of All-Bills Paid

DRAFT MOTION: Move to approve Change Order No. 1 and final acceptance of the Inflow-Infiltration Evaluation & Repair (2016 Manhole Rehab) project, amending the contract with Fuquay, Inc., for a decrease to the contract in the amount of \$97,842.55, and authorize final payment to Fuquay, Inc., in the amount of \$19,635.88; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Fuquay, Inc.

Project: Inflow-Infiltration/Evaluation & Repair - 2016 Manhole Rehabilitation

CHANGE ORDER NO. 1

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
17104	Inflow & Infiltration Repair - Injection of Chemical Grout Material	Gal	Deduct	37.5	245.00	\$ (9,187.50)
17105	Inflow & Infiltration Repair - Injection of Chemical Grout Material - Labor & Equipment	Hr	Deduct	37.5	189.00	\$ (7,087.50)
17111	All Sizes Installation of Manhole Chimney Seal	Ea	Deduct	19.88	522.00	\$ (10,377.36)
17112	New Manhole Frame & Cover	Ea	Deduct	10	1,335.00	\$ (13,350.00)
17114	Adjust Manhole Frame & Cover	Ea	Deduct	0.87	795.00	\$ (691.65)
17115	Manhole Rehabilitation - Cementitious (CRM) Only - 1/2 Inch Thickness	Sq Ft	Deduct	482.96	16.40	\$ (7,920.54)
17127	Install Ring Encasement	Ea	Deduct	10	745.00	\$ (7,450.00)
29383-A	Traffic Control - Collector Streets	Day	Deduct	32.4	540.00	\$ (17,496.00)
29383-B	Traffic Control - Residential Streets	Day	Deduct	255.6	95.00	\$ (24,282.00)

SUBTOTAL**\$ (97,842.55)****JUSTIFICATION**

Change Order No. 1 provides for the following.

Items, 17104, 17105, 17111, 17112, 17114, 17115, 17127, 29383-A, 29383-B allow for the deduction of item quantities to reflect the actual installed quantities.

Original Contract

\$ 483,644.00

Change Order No. 1

\$ (97,842.55)

Revised Contract Price**\$ 385,801.45**Recommended
for Approval

 Brian Waltenburg, P.E.
 Sr. Project Engineer

11/17/17

Date


 Contractor
 VP
11/17/17
Date

Contractor Title

Approved

 Thomas E. Hayden
 Mayor

Date

CONTRACT ESTIMATE FOR PAYMENT

Project:

Inflow-Infiltration/Evaluation & Repair - 2016
Manhole Rehabilitation

Estimate No.: 5- CO1 & Final

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
17101	Condition Standards and Repair Methods - Condition 1	Sq Ft	226.08	\$ 14.00	\$ 3,165.12	226.08	0.00	226.08	\$ 3,165.12	\$ -	\$ 3,165.12	100.00%
17104 CO1	Inflow & Infiltration Repair - Injection of Chemical Grout Material	Gal	2.50	\$ 245.00	\$ 612.50	2.50	0.00	2.50	\$ 612.50	\$ -	\$ 612.50	100.00%
17105 CO1	Inflow & Infiltration Repair - Injection of Chemical Grout Material - Labor & Equipment	Hr	2.50	\$ 189.00	\$ 472.50	2.50	0.00	2.50	\$ 472.50	\$ -	\$ 472.50	100.00%
17106	Manhole Bench and Invert Repair 4' Diameter Base	Ea	9.00	\$ 620.00	\$ 5,580.00	9.00	0.00	9.00	\$ 5,580.00	\$ -	\$ 5,580.00	100.00%
17111 CO1	All Sizes Installation of Manhole Chimney Seal	Ea	270.12	\$ 522.00	\$ 141,002.64	270.12	0.00	270.12	\$ 141,002.64	\$ -	\$ 141,002.64	100.00%
17112 CO1	New Manhole Frame & Cover	Ea	38.00	\$ 1,335.00	\$ 50,730.00	38.00	0.00	38.00	\$ 50,730.00	\$ -	\$ 50,730.00	100.00%
17114 CO1	Adjust Manhole Frame & Cover	Ea	4.13	\$ 795.00	\$ 3,283.35	4.13	0.00	4.13	\$ 3,283.35	\$ -	\$ 3,283.35	100.00%
17115 CO1	Manhole Rehabilitation - Cementitious (CRM) Only - 1/2 Inch Thickness	Sq Ft	3,724.75	\$ 16.40	\$ 61,085.90	3724.75	0.00	3724.75	\$ 61,085.90	\$ -	\$ 61,085.90	100.00%
17116	Manhole Rehabilitation - Cementitious (CRM) Only - 1 Inch Thickness	Sq Ft	1,544.88	\$ 22.00	\$ 33,987.36	1544.88	0.00	1544.88	\$ 33,987.36	\$ -	\$ 33,987.36	100.00%
17117	Manhole Rehabilitation - Polyurethane (PCM) Only - 250 mils Thickness	Sq Ft	1,356.48	\$ 25.00	\$ 33,912.00	1356.48	0.00	1356.48	\$ 33,912.00	\$ -	\$ 33,912.00	100.00%
17120	Provide and Install Internal Drop Assembly, up to 12"	Ea	1.00	\$ 1,438.08	\$ 1,438.08	1.00	0.00	1.00	\$ 1,438.08	\$ -	\$ 1,438.08	100.00%
17127 CO1	Install Ring Encasement	Ea	38.00	\$ 745.00	\$ 28,310.00	38.00	0.00	38.00	\$ 28,310.00	\$ -	\$ 28,310.00	100.00%
17128	Travel and Mobilization - Manhole Rehab Crew from New Braunfels, Texas	Mile	280.00	\$ 11.00	\$ 3,080.00	280.00	0.00	280.00	\$ 3,080.00	\$ -	\$ 3,080.00	100.00%
29383-A CO1	Traffic Control - Collector Streets	Day	3.60	\$ 540.00	\$ 1,944.00	3.60	0.00	3.60	\$ 1,944.00	\$ -	\$ 1,944.00	100.00%
29383-B CO1	Traffic Control - Residential Streets	Day	28.40	\$ 95.00	\$ 2,698.00	28.40	0.00	28.40	\$ 2,698.00	\$ -	\$ 2,698.00	100.00%
	Bonds		1.00	\$ 14,500.00	\$ 14,500.00	1.00	0.00	1.00	\$ 14,500.00	\$ -	\$ 14,500.00	100.00%
TOTAL					385,801.45				385,801.45	-	385,801.45	100.00%

AIA® Document G707™ – 1994
Consent Of Surety to Final Payment

Bond # 106656962

PROJECT: *(Name and address)*
Inflow - Infiltration/Evaluation & Repair
(2016 Manhole Rehabilitation)
Buy Board #462-14

ARCHITECT'S PROJECT NUMBER:**OWNER:****CONTRACT FOR:** General Construction**ARCHITECT:**

TO OWNER: *(Name and address)*
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

CONTRACT DATED: December 19, 2016**CONTRACTOR:****SURETY:****OTHER:**

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

on bond of

(Insert name and address of Contractor)

Fuquay, Inc.
4861 Old Hwy 81
New Braunfels, TX 78132

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to

(Insert name and address of Owner)

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

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 14, 2017

(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America

*(Surety)**(Signature of authorized representative)*

Attest:

(Seal):

Stephen Smith, Attorney-in-Fact

(Printed name and title)



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

231513

Certificate No. 007327816

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas X. Brewka, Douglas X. Brewka, Stephen Smith, and Janis A. Winkler

of the City of San Antonio, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 9th day of August, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**AFFIDAVIT OF BILLS PAID
AND WAIVER OF ALL CLAIMS**

STATE OF TEXAS

COUNTY OF COMAL

BEFORE ME, the undersigned authority, on this day personally appeared Fuquay, Inc. **CONTRACTOR** to that certain Contract entered into between **TOWN OF FLOWER MOUND** and **CONTRACTOR** for the demolition, erection, construction, and/or completion of certain improvements and/or additions upon TOWN OF FLOWER MOUND owned property identified in the **CONTRACT** as:

Inflow – Infiltration/Evaluation & Repair (2016 Manhole Rehabilitation)

The **CONTRACTOR** being by me duly sworn states upon oath that the said improvements have been erected and functionally completed in full compliance with the above referenced **CONTRACT**.

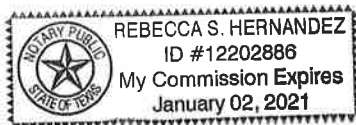
The **CONTRACTOR** further states that he or she has paid all bills and claims for materials furnished and labor performed on said **CONTRACT** by all subcontractors, suppliers, employees or others and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the **CONTRACTOR** realizing that it is in reliance upon the truthfulness of the statements contained herein that final and full payment of the balance of \$19,635.88 due on said Contract is being made, and in

consideration of the disbursement of funds by Town of Flower Mound the **CONTRACTOR** expressly waives and releases all liens, claims, and rights to assert a lien on Town of Flower Mound owned property and agrees to indemnify and hold the Town of Flower Mound safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees, and attorney fees, arising out of or in any way relating to claims known or unknown for unpaid labor or material used or associated with construction of improvements on Town of Flower Mound owned property.

CONTRACTOR:Fuquay, Inc.BY: David M. KallfelzPrinted Name: DAVID M. KALLFELZTitle: VICE-PRESIDENT

Subscribed and sworn to before me, the undersigned authority on this the

15th day of NOVEMBER, 2017, by DAVID M. KALLFELZ
on behalf of Fuquay, Inc.Rebecca S. Hernandez

Notary Public in and for Comal County, Texas

Rebecca S. Hernandez

Print Name

1/2/21

Commission Expires



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: December 18, 2017

FROM: Andrea Roy, Director of Economic Development

ITEM: **Consider approval of the 2017 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.**

BACKGROUND INFORMATION: On September 19, 2005, the Flower Mound Town Council established the TIRZ #1 by creating the zone, a Board of Directors, and a TIRZ fund. At the December 4, 2017 TIRZ #1 Board meeting, the Board voted unanimously to approve the 2017 Annual Report. The Annual Report provides a summary of the action steps taken by the Board of Directors and the Town Council for fiscal year 2016-2017. It also outlines the net taxable value and captured appraised value within the zone as well as the increment for fiscal year 2016-2017, which is \$4,027,145.52. The Annual Report is required by law to be filed annually with Denton County and the Comptroller of Public Accounts in Austin before the 90th day following the end of the fiscal year, which would be on or before December 31, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: The TIRZ #1 Board of Directors unanimously approved the 2017 Annual Report at its December 4, 2017 Board meeting.

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. 2017 Annual Report

DRAFT MOTION: Move to approve the 2017 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.



Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1 (TIRZ #1)

ANNUAL REPORT

2017

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1
As of September 30, 2017

INDEX

- 1) Cover**
- 2) Index**
- 3) Year End Summary of Meetings/Town Council/Board Actions**
- 4) Public Infrastructure/Building Projects**
- 5) Capital Improvement Plan Budget**
- 6) Budget vs. Expenditures**
- 7) TIRZ Fund**
- 8) Annual Report**

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2017

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

During the period from October 1, 2016, through September 30, 2017, the Town of Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) Board of Directors met twice. The first meeting was held on December 5, 2016, to approve the 2016 Annual Report and minutes from the August 9, 2016 TIRZ board meeting. The second meeting was held June 19, 2017, and included three regular items: review and approval of the meeting minutes from the December 5, 2016 TIRZ board meeting, review of the TIRZ #1 Project Plan and consideration to recommend funding of the Rippy Road project from FM 2499 to Waketon Road, and consideration to recommend the use of TIRZ #1 funds to pay the annual debt service on the issuance of \$10.9 million for the Town of Flower Mound Public Library project to the Town Council.

Prior to the regular items discussed at the June 19, 2017 meeting, an election was held to nominate and elect a Vice Chair for the TIRZ #1 Board, per the bylaws Article III, Section 3. This request was made for coverage in signatory duties due to the changing Chairman position previously held by Jeff Tasker and then Albert Picardi at the time of the June meeting. The Board voted unanimously to nominate and elect Board member Bill Collins to the position of Vice Chair for the TIRZ #1 Board. Two presentations were made at the June 19, 2017 meeting; the first one being an introduction to the new Town of Flower Mound Economic Development Director, Andrea Roy, and the second an overview and discussion on the status of the Town Hall construction project previously authorized to be financed with TIRZ #1 funds.

Board members appointed and serving at the time of the June 19, 2017 meeting: Town—Albert Picardi, Bill Collins, Bryan Webb and County—Larry Lipscomb and Lori Fickling. Ex-Officio members are Mayor Tom Hayden and Town Manager Jimmy Stathatos.

During the period from October 1, 2016, through September 30, 2017, the Flower Mound Town Council took the following action:

- At a meeting on December 19, 2016, the Town Council approved the 2016 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) in accordance with Chapter 311 of the Texas Tax Code.
- At a meeting on September 18, 2017, the Town Council voted to approve the Fiscal Year 2017-18 budget including a continued tax rate of \$0.4390 per \$100 valuation.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2017

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

2017-2018

On October 20, 2014, a Chapter 380 Partnership Agreement was authorized by the Town of Flower Mound and RMI River Walk Investors, LP, which included the use of TIRZ funding for up to \$1 million for a public parking structure on the site of a nationally-branded hotel; later named a Courtyard by Marriott. The structure is required to include no fewer than 300 vehicle spaces and must comply with the development regulations approved by Town Council. Section 7 of the Agreement specifies that this financial assistance provided by the TIRZ may not exceed \$1 million and will be paid as a reimbursement for infrastructure costs following the issuance of a Certificate of Occupancy for the parking structure. A First Amendment to the Chapter 380 Agreement was approved by Town Council on May 4, 2015 and placed additional requirements on the acceptance of these TIRZ funds. Section 5.C of the original Agreement was amended to include that the parking structure must be fully constructed and accessible to the public no later than the Opening Date of the hotel, and that the Town will not issue a Certificate of Occupancy for the Hotel until a Certificate of Occupancy has been issued for the parking structure. The building permit deadline was also extended to September 30, 2015. On September 18, 2017, the Town Council approved a Second Amendment to the Chapter 380 Agreement which again alters Section 5.C, Subsection (5) to include a substantial completion date for the parking structure of March 15, 2018, an outline of what constitutes “substantial completion” for use in this Agreement, and a clause distinguishing that the Town will hold all payments otherwise due under the original Chapter 380 Agreement until which time as substantial completion is achieved. The Second Amendment also created Section 5.C(6), which states that if the parking structure is not completed by March 15, 2018, then the Town, in its sole discretion, may unilaterally terminate the Agreement.

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2017

CAPITAL IMPROVEMENT PLAN BUDGET

Project	Estimated Cost
STREETS	
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267
Chinn Chapel (FM 407 to Dixon)	1,387,500
Chinn Chapel (Dixon to Waketon)	941,305
Waketon Road (Rippy to Chinn Chapel)	5,270,000
Rippy Road (FM 2499 to Waketon)	2,115,000
Churchill (East end to Yucca)	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	998,000
FM 1171 at FM 2499 Eastbound Right Turn Lane	785,000
Subtotal	\$14,582,072
SIGNALS	
College Parkway at FM 2499	\$150,000
Subtotal	\$150,000
WATER	
FM 2499 west side from FM 1171 to Dixon	\$1,700,000
FM 407 from FM 2499 to Country Meadows Addition	438,039
Subtotal	\$2,138,039
FACILITIES	
Town Hall	\$10,000,000
Senior Citizen Activity Center	4,869,638
Library renovation/expansion	10,900,000
Subtotal	\$25,769,638
PARKS	
Timber Trails Park	\$400,000
Subtotal	\$400,000
Improvements in Forum (Riverwalk) Area	\$4,000,000
Parking Structure	1,000,000
Subtotal	\$5,000,000
Other Projects	\$429,566
Town Center Master Plan	50,685
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	180,000
Subtotal	\$660,251
TOTAL	\$48,700,000

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2017

BUDGET VS EXPENDITURES

Project	Current Budget	Expended Costs to Date	Remaining Balance
STREETS			
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267	\$2,685,267	\$0
Chinn Chapel (FM 407 to Dixon)	1,387,500	1,387,500	0
Chinn Chapel (Dixon to Waketon)	941,305	941,305	0
Waketon Road (Rippy to Chinn Chapel)	5,270,000	172,648	5,097,352
Rippy Road (FM 2499 to Waketon)	2,115,000	0	2,115,000
Churchill (East end to Yucca)	400,000	0	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	998,000	43,870	945,130
FM 1171 at FM 2499 Eastbound Right Turn Lane	785,000	0	785,000
Subtotal	\$14,582,072	\$5,230,590	\$9,351,482
SIGNALS			
College Parkway at FM 2499	\$150,000	\$0	\$150,000
Subtotal	\$150,000	\$0	\$150,000
WATER			
FM 2499 west side from FM 1171 to Dixon	\$1,700,000	\$0	\$1,700,000
FM 407 from FM 2499 to Country Meadows Addition	438,039	438,039	0
Subtotal	\$2,138,039	\$438,039	\$1,700,000
WASTEWATER			
FM 2499 east side from Valley Creek Church to Dixon	\$0	\$0	\$0
FM 407 from FM 2499 to County Meadows Addition	0	0	0
Subtotal	\$0	\$0	\$0
FACILITIES			
Town Hall	\$10,000,000	\$0	\$10,000,000
Senior Citizen Activity Center	4,869,638	4,869,638	0
Library renovation/expansion	10,900,000	0	10,900,000
Subtotal	\$25,769,638	\$4,869,638	\$20,900,000
PARKS			
Timber Trails Park	\$400,000	\$0	\$400,000
Subtotal	\$400,000	\$0	\$400,000
Improvements in Forum (Riverwalk) area			
Parking Structure	\$4,000,000	\$0	\$4,000,000
	1,000,000	0	1,000,000
Subtotal	\$5,000,000	\$0	\$5,000,000
Other Projects			
	\$429,566	\$0	\$429,566
Town Center Master Plan	50,685	50,685	0
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	180,000	180,000	0
Subtotal	\$660,251	\$230,685	\$429,566
TOTAL	\$48,700,000	\$10,768,952	\$37,931,048

Town of Flower Mound, Texas
Tax Increment Reinvestment Zone #1

As of September 30, 2017

TIRZ FUND *

	CAPITAL PROJECTS	DEBT SERVICE	TOTAL
Beginning Balance:			
<i>October 1, 2016</i>	\$7,574,159	\$0	\$7,574,159
Revenues:			
Property Tax	\$4,027,145	\$0	\$4,027,145
Interest	<u>\$63,395</u>	<u>\$0</u>	<u>\$63,395</u>
TOTAL REVENUES	\$4,090,540	\$0	\$4,090,540
Expenditures:			
Land Purchases	\$0	\$0	\$0
Professional Services	\$194,789	\$0	\$194,789
Construction/Improvements	<u>\$45,850</u>	<u>\$118,056</u>	<u>\$163,906</u>
TOTAL EXPENDITURES	\$240,639	\$118,056	\$358,695
Ending Balance:			
<i>September 30, 2017*</i>	\$11,424,060	(\$118,056)	\$11,306,004

* Unaudited, subject to change.

Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1

As of September 30, 2017

ANNUAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the attached financial statements.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$4,090,540 Total Revenue

2. Amount and purpose of expenditures from the fund:

\$240,639 Total Expenditures

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

\$118,056 Total Principal and Interest

- I. Contributions /Advances from developers— none.
- II. Bonds issued and payment schedule to retire bonds—

2017COTIRZ:	Fiscal Year	Principal	Interest	Total
	2018	980,000	256,025	1,236,025
	2019	1,000,000	236,425	1,236,425
	2020	1,020,000	216,425	1,236,425
	2021	1,045,000	196,025	1,241,025
	2022	1,065,000	175,125	1,240,125
	2023	1,085,000	153,825	1,238,825
	2024	1,110,000	126,700	1,236,700
	2025	1,145,000	93,400	1,238,400
	2026	1,190,000	47,600	1,237,600
		<u>\$ 9,640,000</u>	<u>\$ 1,501,550</u>	<u>\$ 11,141,550</u>

4. Tax Increment base and current captured appraised value retained by the zone:

Taxing Jurisdiction	Net Taxable Fiscal Year Value 2016 - 2017	Base Year* Value Jan 1, 2005	Captured App. Value Fiscal Year 2016 - 2017
Town of Flower Mound	\$835,280,227	\$228,290,889	\$606,989,338
Denton County	\$874,647,918	\$229,382,705	\$645,265,213

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2016-2017:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of 2016-2017 Increment
Town of Flower Mound (100%)	\$0.439000	\$2,664,683.19
Denton County (90%)	\$0.211150	\$1,362,462.33
Total	\$0.650150	\$4,027,145.52

- B. Amount of tax increment received in 2017 from the municipality and the other taxing jurisdictions based on 2016 valuations: \$4,027,145.52

- C. Other information: None

* Base Year Value as of January 1, 2005 is for Fiscal Year 2005-2006.



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: December 18, 2017

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on the property proposed for development as Oakbridge at Flower Mound, Phase 2. The property is generally located south of Flower Mound Road and west of Lake Forest Boulevard. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its December 5, 2017, meeting).***

BACKGROUND INFORMATION: The Oakbridge at Flower Mound, Phase 2 development is generally located south of Flower Mound Road and west of Lake Forest Boulevard. The second phase of the development is approximately 19.441 acres in size. The site is zoned for Single-Family District-10 (SF-10) uses and is master planned for medium density residential uses. At the January 16, 2014, Town Council meeting, approval was granted to remove three (3) specimen trees from the site in order to construct the residential development. Now that full civil plans have been submitted to the Town with the Record Plat phase, the applicant is proposing to removal five (5) new specimen trees. The five (5) additional specimen trees proposed for removal are in good to fair condition.

The following specimen trees are being requested for removal: Tree #1395 (fair condition) – 28” post oak; Tree #1897 (fair condition) – 26.8” pecan; Tree #1902 (good condition) – 29.6” pecan; Tree #1903 (good condition) – 38” pecan; and Tree #1909 (good condition) – 26.5” pecan.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its December 5, 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>

CITIZEN FEEDBACK: As of December 6, 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.
5. Project Landscape Plan

DRAFT MOTION: Move to approve the requested permit for the removal of five (5) specimen trees on the property proposed for development as Oakbridge at Flower Mound, Phase 2. The property is generally located south of Flower Mound Road and west of Lake Forest Boulevard.

November 17, 2017

James Hoefert
Environmental Review Analyst
1001 Cross Timbers Road
Flower Mound, Texas 75028



LANDSCAPE ARCHITECTURE
SITE PLANNING
TREE MITIGATION

Re: Oakbridge at Flower Mound, Ph. 2 : Tree Removal Application

Mr. Hoefert,

As required, we are submitting this document explaining the reasons for the tree removal at Oakbridge at Flower Mound, Ph. 2. The purpose of the removal of (5) five Specimen Trees is for single family development.

Tree 1395 – 28” Post Oak: Tree is proposed to be removed due to the location of the critical root zone being next to and affected by adjacent right-of-way, utilities & utility easement, substantial grading changes, and adjacent building pad (lot 6, Block B).

Tree 1897 – 26.8” Pecan: Tree is proposed to be removed due to it’s close proximity to propped building pad, retaining wall, and grade changes.

Tree 1902 – 29.6” Pecan & 1903 – 38” Pecan: Trees are proposed to be removed due to it’s close proximity to existing house and house foundation and adjacent grading changes. Significant construction measures will be taking place inside the canopy cover and critical root zones of both trees.

Tree 1909 – 26.5” Pecan: Tree is proposed to be removed due to the location of the critical root zone being next to and affected by adjacent right-of-way, utilities & utility easement, and minimal grade changes.

If you should have any questions, please do not hesitate to call.

Sincerely,

Leonard Reeves, RLA, ASLA, PLA
Studio 13 Design Group
386. West Main Street
Lewisville, TX 75057

Studio 13 Design Group
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
www.studio13.bz

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

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

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

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

Name:

LEONARD REEVES

Address:

386. WEST MAIN STREET
LEWISVILLE, TEXAS 75057

Phone:

469.635.1900

Applicant's Legal Interest in the Property:

CONSULTANT FOR OWNER OF PROPERTY

2. Property Owner(s)

Name(s): TOLL DALLAS TX, LLC

Address: 2557 S.W. GRAPEVINE PARKWAY, SUITE 100
GRAPEVINE, TEXAS 76051

3. Location and Legal Description of Property:

39.770 ACRES IN THE ROSANNAH BAKER SURVEY, ABSTRACT
NO. 49 - AN ADDITION IN THE TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS.

Page 2 of 3.

4. Owner's Authorization of Representation

I, Robert G Paul, the owner of the above described real property, do hereby authorize Leonard Reeves to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

[Signature]
Signature of Owner



Given Under My Hand and Seal of Office

This the 3 Day of November, 2017

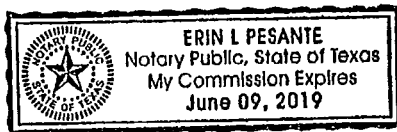
Meghan Lee Metcalf
Notary Public

In and For Tarrant County, Texas.

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

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I LEONARD REEVES, 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. 1977

State of Licensure TEXAS

Or ISA Certified Arborist No. —

Given Under My Hand and Seal of Office

This the 27 Day of October, 2017

Erin L Pesante
Notary Public

In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 11/17/2017 by (initials) JRH.

Oakbridge at Flower Mound, Ph. 2

Specimen trees proposed for removal

Tree #1395 – 28" post oak



Tree #1897 – 26.8" pecan



Tree #1902 – 29.6" pecan

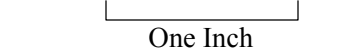


Tree #1903 – 38" pecan



Tree #1909 – 26.5" pecan





Town of Flower Mound, Denton County, Texas

Overall TR-1

[illegible]

	SPECIMEN TREE TO REMAIN
1008	
	SPECIMEN TREE TO REMOVE
1023	
	PROTECTED TREE TO REMAIN
1623	
+	
1149	PROTECTED TREE TO REMOVE
	SPECIMEN TREE CANOPY OUTLINE TO REMAIN
	SPECIMEN TREE CANOPY OUTLINE TO BE REMOVED

Total Required Tree Mitigation (cal. in.):	572.0
Amount of 3" Mitigation Trees:	191
Cash in-lieu of planting:	\$71,625.00



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: December 18, 2017

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and Pro-rata Agreement for wastewater improvements, and authorization for Mayor to execute same on behalf of the Town, and acceptance of cash in lieu of land in the amount of \$7,289,587.20 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$800,876.00. The property is generally located east of Long Prairie Road and north of Silveron Boulevard. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its December 11, 2017, meeting.)***

BACKGROUND INFORMATION: The Planning and Zoning Commission (P&Z) report and backup for this item is provided as Attachment 3. Additional correspondence received by the Planning Services Division after the posting of the December 11 P&Z agenda packet and before submission for the December 18 Town Council agenda packet is included as Attachment 2.

During the P&Z public hearing, Town staff provided the commissioners with revised elevations for the hotel, reflecting a more enhanced front entry design, and street details inadvertently left out of the packet. These items are attached as exhibits to the draft ordinance, included as Attachment 4. All other plans and standards remain the same.

At the [December 7, 2017](#), Parks Board meeting, there was discussion about the applicability of the park regulations in regard to a project of this type, with a mixture of multifamily residential and commercial uses and with pedestrian, park and open spaces being inherent to the design. The applicant presented options for consideration. The Parks Board voted to follow standard practice and recommend acceptance of cash in lieu of land in the amount of \$7,289,587.20 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$800,876.00. A letter from the applicant appealing the Parks Board recommendation is included as Attachment 1.

The request is also subject to a development agreement and pro-rata agreement, included as Attachment 5.

ATTACHMENTS:

1. Letter from Applicant
2. Additional Correspondence
3. Planning and Zoning Commission Staff Report
4. Draft Ordinance
5. Draft Development Agreement

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

DRAFT MOTION: Move to approve a request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and Pro-rata Agreement for wastewater improvements, and authorize the Mayor to execute same on behalf of the Town, and accept cash in lieu of land in the amount of \$7,289,587.20 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$800,876.00.



Doug Powell
Executive Director of Planning
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028

December 13, 2017

Mr. Powell,

On behalf of Direct Development, I am appealing the recommendation of the Parks Board made on December 7, 2017 related to park fees for The Point (PD 156). Our request is to have the following be considered by the Town Council in addition to the motion for approval.

The use of the parks and open space standards contained in 98-905(b) with the addition of park fees per residential dwelling unit of \$575 for The Point development (PD 156).

Please let me know if you have any questions.

Sincerely,

Kendra Stephenson

Kendra Stephenson,
Portmanteau Consulting

Correspondence in Support

Support "The Point" Development

Mark Walker
3310 Juniper Street
Flower Mound, TX 75028

December 11, 2017

Richard Brown
1001 Cross Timbers Rd.
Suite 2330
Flower Mound, TX 75028

Dear Mr. Brown:

I am writing in regards to my full support of The Point development (ZPD17-0007) proposed east of Long Prairie Road just north of Silveron Boulevard. Over the last 16 years, I have spent hundreds of hours actively participating in city government when it comes to zoning and zoning changes. My time has been specifically spent around zoning change near my neighborhood off of Rippy Road. However, being involved in that all these years, I heard a lot and have been fairly educated of development around the entire town. It seems that almost since I moved to Flower Mound in 2003, there has been discussions on how to get the Lakeside Business District developed. That is where the tax revenues would be generated so the rest of Flower Mound could maintain its look and feel. The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment. The Campus Commercial development as defined in the Master Plan is one of the ways that has been repeatedly outlined to attract millennials to the area which would then in turn help attract companies and commercial developments to fill out the Lakeside Business District. The Point helps fill that exact need. The connectivity to Lakeside and the rest of the area will be instrumental to develop Lakeside as has been intended all these years.

In some of my arguments against mixed use and high density developments around my area, I specifically mentioned that they belonged in Lakeside where specific and unique zoning allowances for these types of development have been made to help develop that area. Most recently, I made this argument in the development of Highland Court which initially was proposed for apartments. Ultimately with a lot of time and effort by both my neighbors and the developer, Direct Development, an amazing high quality development is now being built along Rippy Road. What I learned from that experience is Direct Development honors their word and will create an extremely high quality product. Direct Development has had a long history developing high quality retail developments in Flower Mound. Knowing that history and what they have developed amplifies my support for this project.

Please include my letter in the packet to the Planning and Zoning and Town Council for my support of The Point development. I thank you for our time and for your service to our community.

Mark Walker

Correspondence in Support

CBRE

2100 McKinney Avenue
Suite 700
Dallas, Texas 75201

Joshua D. White
Executive Vice President

CBRE, Inc.

December 8, 2017

Mr. Richard Brown
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028
Email: richard.brown@flower-mound.com

Re: The Point in Flower Mound

Dear Mr. Brown,

I am writing this letter in support of The Point in Flower Mound. I have been aware of this project since its inception, and would like to commend you and the Town of Flower Mound on the plan's conception. The mixture of multi-family, hotel, retail, office, and open space creates a highly desirable environment for the type office users that I represent. It is a great step in the right direction for the Lakeside Business District and provides a "Live, Work, and Play" environment that is so attractive to corporate office users today as they search for a location to retain and attract employees.

The opportunity to have quality developers like Trammell Crow Residential, Hilton Hotels, and Direct Development is a great asset to the Lakeside Business District and the Town, and will forge new paths for future developments.

Sincerely,

CBRE, Inc.


Josh White
Executive Vice President

Correspondence in Support



8343 Douglas Avenue
Dallas, Texas 75225

December 8, 2017

Richard Brown (Richard.brown@Flower-Mound.com)

Via Email

Town of Flower Mound
1001 Cross Timbers Rd.
Suite 2330
Flower Mound, TX 75028

RE: The Point

Dear Mr. Brown,

Congratulations on developing what looks to be a very compelling mixed use plan in southern Flower Mound. Clearly, a great deal of thought and effort from the Town staff has come to life in the drawings and elevations. I particularly appreciate the thought and clear commitment surrounding the common green and open spaces throughout the design.

As you probably are aware, the attraction of young professional talent is "top of mind" for almost every employer small or large as they consider their office space needs. It is my understanding that Trammell Crow Residential is proposing approximately 500 Class A multi-family homes. Please know that we have a great deal of respect for TCR and the quality of their product. It has been our experience that this first class multi-family housing is very attractive to the gainfully employed young professional.

As you may know, our company is a leader in representing Class A office tenants and Class A office buildings. The Town of Flower Mound should be very proud to take this step towards creating a more attractive atmosphere for professionals and first class office users.

Again, congratulations on the plan! Good luck through the entitlement process.

We will be watching!

Sincerely,

JLL

A handwritten signature in black ink, appearing to read "Brad Selner", with a stylized flourish at the end.

Brad Selner
Managing Director

Correspondence in Support

JBGL CHATEAU, LLC

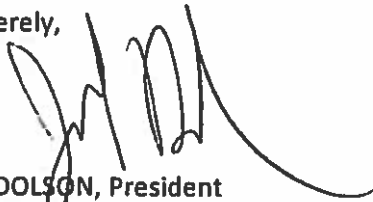
Mr. Richard Brown,
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028

Via email Richard.Brown@flower-mound.com

Dear Mr. Richard Brown,

I am writing in support of The Point, a mixed use development that is to go before the Planning & Zoning Commission on December 11, 2017. Flower Mound has had this property planned for corporate office for years, with no results. As you know, we are developing Southgate to the east of this project, and we feel this development will be a great asset to our development. The Point is going to be a great mixed use development that the Town needs. This team of developers will bring a high-quality project, and the combination of residential, office, retail, and hotel is the best use of this property.

Sincerely,



JED DOLSON, President
JBGL Chateau, LLC

Correspondence in Support

Mr. Richard Brown,
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028

Via email Richard.Brown@flower-mound.com

Dear Mr. Richard Brown,

I am writing in support of The Point, a mixed-use development that is to go before the Planning & Zoning Commission on December 11, 2017. Flower Mound has had this property sitting vacant for years. As you know, other cities like Plano, Frisco, and Grapevine have several successful mixed-use projects; largely due to the desire of young professionals for work, live, and play communities. Without these developments, Flower Mound will not attract business tenants. We need to compete with other cities, or we will be left behind. We need to focus on bringing jobs to the city, and the Point is going to be a great mixed-use development that the Town needs. This team of developers will bring a high-quality project, and the combination of residential, office, retail, and hotel is the best use of this property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan McGowan', with a long, sweeping horizontal line extending to the right.

Bryan McGowan

Correspondence in Support

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

From: Patsy Mizeur

Sent: Monday, December 11, 2017 3:48 PM

To: Richard Brown <richard.brown@flower-mound.com>

Subject: The Point

Mayor and Council Members

Please vote in favor of The Point.

Thank you,

Bryan and Patsy Mizeur

Sent from my iPhone

Correspondence in Opposition

From: Tom Goss
Sent: Saturday, December 09, 2017 10:26 AM
To: planning
Subject: P&Z Item 12/11- The Point

I strongly support the recommendation of the Parks Commission to accept the \$7 million from this development and to reject their request of treatment as a mixed-use development.

This cash can be used for the new tennis center that is being discussed or put to new parks for the Town. Allowing for a small land dedication within this commercial and high density development will not benefit the citizens overall.

Respectfully,

Tom Goss

6909 Wind Swept Ct.

Flower Mound

Correspondence in Opposition

From: Sandeep Sharma
Sent: Sunday, December 10, 2017 8:33 PM
To: Town Council; planning
Cc: TownSecretary
Subject: The Point - Apartment & Hotel proposal

Dear Mayor, Town Council and P & Z Commissioners,

I am writing to you regarding The Point development proposal.

http://flower-mound.com/AgendaCenter/ViewFile/Agenda/_12112017-2791

I am against it.

Every City or Town can't be everything for everyone. So lets not try to look at this project like a kid looking at a candy.

Kids are not able to distinguish between candies. They want the same candy that the kid next to them is eating. They always listen to others/outside; but not to their family who really want the best for them.

Those who make and sell the candy will tell you that there is market for it and that the kids want it. But is the candy really good for the kids?

We have heard over and over again from Flower Mound residents that they DO NOT WANT APARTMENTS.

As per one of the Polls on Facebook, 92% residents said NO to Apartments in Flower Mound.

In another Poll on Facebook, 85% said NO to Apartments in Flower Mound.

If you approve yet another apartment, there are more developers lined-up who will have proposals for more apartments.

Regarding the hotel, you may hear that the hotel being proposed is a upscale new hotel concept.

The Gaylord Texan in Grapevine is today listed a room for \$259/night.

So, you can imagine what this hotel's rates will be. If they are telling us that this hotel's rooms rates will be \$120/night, you can guarantee that the actual rates on travel sites will list it for \$60/night. So you can imagine what kind of travelers this will attract.

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.

I am not in favor of this proposal, the request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and north of Silveron Boulevard.

Thanks
Sandeep Sharma

Correspondence in Opposition

From: Barbara Nysetvold

Sent: Monday, December 11, 2017 3:40 PM

To: planning

Subject: No more apartments in Flower Mound please! Vote NO to The Point

Our family recently moved to Flower Mound, and a large part of the appeal for us here is the lower population density. We really appreciate less traffic and more space. We do NOT wish to have more multi-family units developed, as this would increase the population density, jam up traffic, and overcrowd our schools.

Thank you,

Barbara Nysetvold

Correspondence in Opposition

A Z U R E
PARTNERS LLC

Arthur Rosenberg
CEO

December 11, 2017

Attention: Town of Flower Mound Planning and Zoning Commission

Dear Members of the Commission:

Our firm, Azure Lakeside, LP owns the 425 multi-family mixed-use community called Nexus Lakeside in the Lakeside DFW development located at 2501 Lakeside Parkway. We made a significant investment in this community last year when we purchased the property for several reasons:

Most notably, we view an investment into Flower Mound as an investment in an exclusive community known for a distinctive and selective master plan and a low-density environment. We believe that the approval of several hundred more apartments would alter this area to the point of it becoming an "apartment row" and greatly diminish the perception of the neighborhood and the town as a whole.

Lakeside offers tremendous quality of life for our residents with restaurants, a movie theater, shops, services, and public amenities, such as the Lakeside Music Series and Sunset Point, all within walking distance of our residences. Most importantly, the school district to which residents in our community send their children to is exceptional. Allowing additional construction and flooding the school district with further apartment development will diminish the quality and reputation of Flower Mound.

Second, it was clear to us with everything planned for the full development of Lakeside that, in addition to their ownership interest in the retail and restaurant components at the entrance to the project, Realty Capital was invested in Lakeside for the long-term and it wasn't a simple plan, build, and flip project for them. Every decision being made in Lakeside was being made for the long-term viability of the project and not for a quick profit.

Third, the Mayor of Flower Mound announced in several publications that we researched when underwriting the acquisition of Nexus Lakeside, that the Town would not approve

900 THIRD AVE, 22ND FLOOR NEW YORK, NY 10022 (P) 646-737-1760

A Z U R E

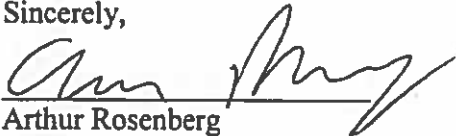
PARTNERS LLC

any new multi-family projects. We assumed this message was the overarching planning strategy of Flower Mound and was a major influence on our decision to invest in Flower Mound.

We recently became aware of The Point project being proposed tonight at the Planning & Zoning Commission meeting. In reviewing the application, it is obvious to us that The Point project offers no amenities to its residents will clearly burden the Flower Mound School District.

If projects like The Point are approved, we (and other prospective investors) will be very hesitant to invest funds in Flower Mound as the Township will come to be seen as apartment row where more and more apartments are constructed and with a school district unable to absorb so many new residents in a short period of time. Education quality will diminish and the exclusivity and premium reputation that Flower Mound currently enjoys, will erode. We strongly recommend denial of The Point project as proposed. Thank you for your consideration of our thoughts.

Sincerely,



Arthur Rosenberg
CEO

Azure Lakeside LP
900 Third Ave.
22nd Floor, Suite 2200
New York, NY 10022

Correspondence in Opposition

From: Dale Hoskisson

Date: December 11, 2017 at 5:07:41 PM CST

To: Stathatos Jimmy <jimmy.stathatos@flower-mound.com>

Subject: The Pointe

Jimmy, - I wanted to express my opinion on The Pointe development that is going before the p&z tonight. I think the main question is: do you believe the Town needs to allow 585 residential/MF units on this 34 acre site to make it palatable for the developer to build here? The Town does not have to approve (i.e. – developer is asking for changes to zoning). I've always felt that our #1 asset in this town (or liability) is access – namely, 2499. I would prefer to see more traditional campus commercial uses in this section of town versus residential to preserve the access and feel of the area. Over the last several years, we approved a lot of residential in Lakeside and at Southgate. I'm not sure more is needed here at this time. I am against the current form of this development.

I also note **Unresolved items** on page 9/page59 of the PZ agenda packet. The key sentence is “however, staff and the applicant have been unable to agree on a “minimum” amount of commercial development, nor the timing of delivery of the nonresidential component”. Not sure how this could be approved without this resolved.

Thanks,

Dale Hoskisson

Correspondence in Opposition

From: Jessica Mangelson
Sent: Monday, December 11, 2017 12:14 PM
To: Mayor - Tom Hayden
Subject: NO to The Point Development Proposal!

Dear Mayor, Town Council and P & Z Commissioners,

I am writing to you regarding The Point development proposal.
http://flower-mound.com/AgendaCenter/ViewFile/Agenda/_12112017-2791

I am against it.

The Flower Mound community has raised their collective voice overwhelming (85%-92% in recent polls) against adding more apartments to our town. I would like to see the council act in response to the people of Flower Mound, rather than developer money, and say NO to this project. In addition, there is already too much traffic in that area causing major slowdowns during peak commuting hours. This project is a bad idea for Flower Mound.

I am NOT in favor of this proposal, the request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No. 156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances.

Thank you,

Jessica Mangelson

Flower Mound Resident

From: Amy Marshall
Sent: Tuesday, December 12, 2017 6:12 AM
To: planning <planning@flower-mound.com>
Subject: Apartment and hotel concerns

Good afternoon

I'm sending an email to express concern over the new proposed apartments and heaven forbid HOTEL in flower mound. The purpose of people living here is to have a safe and closed as possible community. Standards cannot be maintained with apartments in such numbers and it diminishes the quality of life that we have enjoyed thus far in flower mound.

Is it ever possible for money not to be the driving force in decision making?
There are far more valuable things than money in the world- a safe place to raise children for the top of the list.

The traffic now that 2499 is open is horrendous and unsafe. More apartments would exacerbate this. Hopefully the tax payers will have a say in this vote since we are the ones who support the city.

I'm thinking that some developer is trying to slide something under the table and I'm hopeful that you will be a voice of opposition for those who live and work here and defend our values and safety.

Is this open for discussion with the public?

Dr. Amy Marshall
Family Nurse Practitioner
DNP, FNP-C, APRN

Correspondence in Opposition

From: Susan Christensen

Sent: Tuesday, December 12, 2017 7:44 AM

To: Place4 - Don McDaniel; Mayor - Tom Hayden; Place2 - Bryan Webb; Place3 - Kevin Bryant; Place5 - Claudio Forest

Subject: Proposed zoning changes/585 multifamily units

Town Leaders,

I've recently learned about the Flower Mound town council vote to approve a 585 multifamily units on FM 2499 as people come into the town. I'd like to voice my opinion that I think this is NOT a good move for Flower Mound. The town already has lots of apartments near the Post office off of Cross Timbers and new homes in Lakeside and at Southgate. I have a close friend that lives in Arlington. She told me that 20 years ago a beautiful apartment complex was built in her town. The rental price was the same as a starter home. Over time, this apartment complex is now a negative to the town. It has hurt the price of homes in the area.

I'm also concerned about the fact that the multifamily have children that will go to our high school that is getting overcrowded and that the renters won't pay school taxes I believe. We have lived in Flower Mound for 14 years and have seen a lot of growth in the town. **I want to see the town stay a place that families want to live.** I strongly believe that this new proposed change in zoning and the proposed apartment development needs to be more publicized to the town residents.

We deserve to have a voice in drastic changes to our town culture. I'd suggest postponing any action by the town council and putting the information clearly explained on the Flower Mound website and in the town newspapers.

I do not believe that the Town of Flower Mound needs to allow 585 multifamily units in order to entice the developer to build commercial properties.

Thank you for listening to a long time resident of Flower Mound,

Susan and Perry Christensen

From: Linda Bird
Sent: Tuesday, December 12, 2017 8:32 AM
To: planning <planning@flower-mound.com>
Subject: 585 more residents

To the Planning committee:

Please do not pass the additional 585 residential property in flower mound.

With the building that is already occurring and the increased number of residents I feel that this will negatively impact Flower Mound as we know it. It will also add to the traffic nightmare that is already occurring when trying to get in and out of this community. Part of the attraction moving here was not the over crowding and building so many commercial properties but a community that is not so large that we don't know our neighbors.

Thank you for considering.

Linda Bird

From: sophiaj
Sent: Monday, December 11, 2017 10:23 PM
To: planning <planning@flower-mound.com>
Subject: Proposed new development "The Point"

I am not in favor of the proposed new development, The Point. I would prefer to see more commercial uses in this section of town versus residential to preserve our access. And not low end hotels as proposed. We just approved a lot of residential in Lakeside and at Southgate. I'm not sure more is needed here at this time. We do not want to become another Lewisville. I will certainly pass this along to my HOA and my many contacts in PTA's, church and volunteer organizations. Thank you. I hope you will please listen to Flower Mound residents and not developers. There have been too many bait and switches from them.

Sophia

From: Amy Marshall
Sent: Tuesday, December 12, 2017 6:12 AM
To: planning <planning@flower-mound.com>
Subject: Apartment and hotel concerns

Good afternoon

I'm sending an email to express concern over the new proposed apartments and heaven forbid HOTEL in flower mound. The purpose of people living here is to have a safe and closed as possible community. Standards cannot be maintained with apartments in such numbers and it diminishes the quality of life that we have enjoyed thus far in flower mound.

Is it ever possible for money not to be the driving force in decision making?
There are far more valuable things than money in the world- a safe place to raise children for the top of the list.

The traffic now that 2499 is open is horrendous and unsafe. More apartments would exacerbate this. Hopefully the tax payers will have a say in this vote since we are the ones who support the city.

I'm thinking that some developer is trying to slide something under the table and I'm hopeful that you will be a voice of opposition for those who live and work here and defend our values and safety.

Is this open for discussion with the public?

Dr. Amy Marshall
Family Nurse Practitioner
DNP, FNP-C, APRN

From: On Behalf Of Trevor Nysetvold
Sent: Monday, December 11, 2017 3:43 PM
To: Town Council
Subject: Opposed to 'The Point' high density residential zoning

Mayor and Council,

I recently relocated to Flower Mound, in large part due to the suburban nature of our community.

I object to the proposed residential zoning density within the captioned proposed development.

Please do not approve zoning or development that would add more high density residential development to our town and change our suburban environment.

Trevor Nysetvold
3804 Steamboat Drive
Flower Mound



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: December 11, 2017

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0007 - The Point) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.156 (PD-156) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with certain exceptions and modifications to the Code of Ordinances. The property is generally located east of Long Prairie Road and north of Silveron Boulevard.**

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested exceptions and modifications, 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

The purpose of this request is to rezone approximately 34.5 acres of land in order to create a planned development district which includes a mixture of both non-residential and residential uses, in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan.

Section 2, Area Plans, of the Master Plan defines Campus Commercial as follows:

“Campus Commercial – Campus Commercial means a mixture of uses which includes corporate offices, office parks, hotels, commercial, similar uses, and may include limited residential development. The intent is to create a vibrant area that encourages dynamic economic development focused around live, work, and play opportunities. A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

Development in the district must demonstrate the following:

1. Compliance with the three elements of the District’s Vision:
 - a. Create high quality, regional commercial development;

- b. Competes in the economic development arena; and
 - c. Develops a balanced tax base to reduce the residential tax burden.
2. Exemplary and enduring quality and design shall be achieved by establishing a high level of development standards;
 3. Market factors should ensure a robust mix of uses that are economically viable, support a high quality of life, and provide sustainable fiscal health for the Town;
 4. No one single use should be allowed to predominate in the District at build-out;
 5. Uses and design shall be in context with the existing environment and adjacent developments; and,
 6. Residential development should provide a range of residential options that reflect changing lifestyles and demographics, and should be facilitated through the balancing of market demand and community preferences.”

The requested underlying zoning in the PD will be based on certain uses and standards in the Campus Commercial (CC) district. The Town’s Land Development Regulations defines this district as follows:

‘The CC campus commercial district is designed primarily to accommodate a variety of large scale campus commercial developments such as corporate offices, office parks, hotels, resorts and similar uses in a planned campus setting. Retail, restaurant, hotel and similar uses serving the campus commercial uses could be appropriate if they are planned as integral elements of the developments. In addition to the use and area regulations of this division, development in the CC campus commercial district shall be in compliance with all other applicable provisions of this chapter.’

With respect to permitted uses, the applicant has prohibited certain nonresidential uses while requesting that three additional uses not permitted in the CC Campus Commercial District be allowed in this planned development:

- Multifamily
- Carriage house
- Commercial ready unit

The undeveloped 34.5 acre site possesses frontage along both Long Prairie Road and Silveron Boulevard. The site possesses significant slopes (80 feet of fall) across the property. Access to the development will consist of two ingress/egress points along Long Prairie Road; three along Silveron Boulevard; and two along the northern property line. The accompanying conceptual site plan [Attachment B(1)] provides for a mixture of uses as well as designated public and private open space areas. The specific components of the applicant’s development vision along with narrative related to the requested exceptions and modifications and comprehensive sign package will be addressed in the following sections.

General Overview

The applicant is proposing a mixture of residential and nonresidential uses, along with various public and private open space areas, specific street profiles to serve vehicular

and pedestrian movements, design-specific crosswalks (both mid-block and at intersections), alternative street buffer planting along Long Prairie Road and enhanced tree planting (soil amendments) requirements, and a comprehensive sign package to address signage for the hotel, commercial tenant signage, and various monument (ground signs) signage oriented at points of ingress/egress and at the corner of Long Prairie Road and Silveron Boulevard.

It should be noted that the applicant and staff have worked to ensure various development standards will be provided thereby complying with the following component of the Master Plan's land use designation:

A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

Non-residential component

The conceptual site plan provides for various nonresidential uses oriented along the Long Prairie Road frontage:

- o 57,500 square foot four-story hotel with 100 guest rooms and typical common area improvements (Building 9)
- o 40,000 square foot two-story Office and Retail (Building 5)
- o 47,300 square foot three-story Office (Building 1)
- o Surface parking areas abutting each building

Building numbers 1 and 5 abut two (of three) public open spaces and will provide for patios/gathering areas that have direct access to their respective open space adjacency.

Residential component

The applicant is requesting a maximum of 585 dwelling units to be constructed within two distinct building styles:

- o Three story multifamily buildings
- o Carriage house (minimum of two and maximum of three stories)

The three story multifamily buildings will be required to provide various private common area amenities located within close proximity to the various residential structures. All ground level units will be required to access the street while all other dwelling units shall be accessed from an internal corridor. The absence of external stairwells will enhance more visually pleasing elevations as depicted in Attachment B(1).

The carriage house (Buildings 2, 7, 8, 10, 14, and 15) is considered a multifamily product, is constructed on a smaller scale (two to five dwelling units each) than typical multifamily buildings. Unlike typical multifamily units that have one unit above another, the carriage house is a single dwelling unit designed to be occupied by a family unit. These units are placed throughout the Planned Development and provide for elevations that differ from typical multifamily buildings.

Mixed Use Buildings

Other than Building 5 (office with ground level retail), the applicant has identified various multifamily buildings (Buildings 3, 6, and 17) that will provide commercial ready construction of some of the ground level units that can accommodate retail, office, and live/work units. These units will be oriented towards The Green and the Silveron Boulevard frontage. Design standards will require a greater floor-to-ceiling height (as compared to typical multifamily dwelling units) and an expanded use of glass across the façade.

Public and Private Open Space and Pedestrian Connectivity

The Planned Development will require various components of public open space to be provided so as to engage tenants, employees, and residents within the Planned Development as well as providing access from visitors outside of the development:

- o The Green (approx. 1.1 acres) - This area will provide connectivity to the Town's trail system on Long Prairie Road and will connect through the development to Point Park. The sidewalk will link the Town trail across this area, transitioning to enhanced pavement and passing through a carriage way within Building 16, connecting to Point Park.
- o Point Park (approx. 3.18 acres) - Located in the northeast corner of the site, significant topography exists and will be maintained. Improvements will be limited so as to maintain the existing topography. Access options will be provided as noted above as well as from Silveron Boulevard.
- o Long Prairie Road and Silveron Boulevard Retention Pond (0.6 acres) - This area will provide direct access to the abutting office building as well as Long Prairie Road and Silveron Boulevard. Outside seating areas, landscaping, and specific signage will be required along with specific signage being proposed at the intersection.
- o At grade connectivity - The development will be linked by internal sidewalks that require minimum unobstructed widths. Additionally, all mid-block crossings and those located at street intersections shall be constructed with patterned or stamped concrete or pavers. It is anticipated the sidewalks will allow for inclusion of non-permanent amenities to add to the pedestrian experience.
- o Off-Site connectivity – As noted on the conceptual site plan, the applicant has provided for a pedestrian connection point (to Point Park) along the site's northern property line, east of the easternmost ingress/egress point. It is anticipated this sidewalk will ultimately connect to the Town's trail system along Long Prairie Road as well as providing access to existing and future developments north of the site. It should be noted these off-site improvements will require adjacent property owners to complete the connection. It is staff's understanding the applicant has had a preliminary discussion with the abutting property owner along the east line of Lake Forest Boulevard, south of Lakeside Parkway regarding this subject.

- o Street Segments – As noted below, the Town Council approved an amendment to the Thoroughfare Plan for removal of the section of Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard. As a result of this action, the applicant proposes to provide internal street sections that encourage traffic calming components (i.e., roundabout and parking) that enhance the above referenced at grade connectivity and improve safety for pedestrians.

Environmental

According to the Environmental Protection Plan (EPP) submitted by the applicant, the subject property contains a variety of environmental features including Upland Habitat, a perennial stream that runs along the northeastern edge of the property, slopes of 12 percent or greater within the northeast corner of the property, and a Wetlands Mitigation Area within this same area. The tree survey submitted with the application identifies four specimen trees. They are physically located within the area designated as Point Park and will be retained as part of this designated publicly accessible open space. With the exception of a portion of the Upland Habitat (see below), all of these environmentally sensitive components will remain undisturbed, as they will reside within the area designated as Point Park.

With respect to Upland Habitat, the required Environmental Protection Plan identifies approximately 4.1 acres within the northeast quadrant of the site. Approximately 2.7 acres will be impacted and as such will require mitigation. The fee, net of preservation credits for the remaining undisturbed area, will be required to be paid on or before the first preconstruction meeting.

Off-Street Parking

The submitted conceptual site plan provides for a mixture of uses with an aggregate off-street parking requirement of 1,264 spaces. This aggregate parking count is based in part on an alternative parking requirement for the residential units (1.5 spaces per unit in lieu of 2 per unit). Town Code defines a large development as one that is required to provide over 250 spaces per established parking ratios. For a large development, the Town's parking regulations require a minimum reduction of 20 percent of the aggregate parking requirement along with a parking study.

The applicant's parking study addresses the development's parking needs as well as the requested alternative off-street parking ratios for the multifamily, carriage house, and commercial ready uses. As noted in the proposed development standards, the development will be subject to an overall reciprocal easement agreement granting cross-access and cross-parking for the entire development.

Requested Modifications

The applicant has requested the proposed Planned Development be based, in part, on the uses and development standards in the Campus Commercial district (CC) uses, with certain modifications to the dimensional regulations for this district. As the property is currently zoned PD-31 for Campus Commercial District uses, a comparison of the respective development standards where different is noted in the following table:

Development Standard	Existing (PD-31)	Proposed (PD-156)
Minimum Front Yard	Long Prairie Road and Silveron Boulevard- 65 feet with first 25 feet as a street buffer. Parking prohibited within the first 45 feet	Long Prairie Road- 60 feet with 25 feet as a street buffer and parking prohibited within the first 25 feet Silveron Boulevard- Minimum build-to-line of 25 feet from the existing right-of-way with 15 feet as a street buffer. Parking prohibited between the building and the property line Internal street system- Minimum build-to-lines of 10 feet and 13 feet, depending street section
Minimum Rear Yard	15 feet	15 feet
Maximum Lot Coverage	50 percent	60 percent
Maximum Floor Area Ratio	1:1	1:1
Height and Stories	120 feet and 10 stories	120 feet with varying number of stories per use
Minimum Street Yard Landscape	50 percent of all undeveloped areas	20 percent of all undeveloped areas
Minimum Street Buffer	25 feet (Long Prairie Road and Silveron Boulevard)	25 feet (Long Prairie Road and 15 feet Silveron Boulevard)
Street Buffer Trees	One tree (existing or preserved) per 500 square feet of the buffer	One tree (existing or preserved) per 30 linear feet of the buffer
Tree Planting Requirements	Town Code	Enhanced planting techniques including augmented soil amendments and sensitivity to planting areas in close proximity to underground detention

Comprehensive Sign Package

The Town's Sign Code states that the purpose of a Comprehensive Sign Package is to "allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration."

A Comprehensive Sign Package is being proposed for consideration of the following:

- Ground signs
- Wall signs (Hotel only)
- Tenant Blade signs

The hotel is to be developed at the northwest corner of the property. Designed to be constructed as a four story building and located on one of the highest elevations on the property, the applicant is requesting a larger wall sign to maximize its visibility of fronting on Long Prairie Road. Per the Town's sign code, the proposed wall sign on the east façade must also be included for consideration.

Various ground signs will serve as signature markers for the development and situated at the ingress/egress points to the development. It should be noted the ground sign along the northern property line will be located closer to the property line so as to serve a dual purpose of identifying the development while alerting drivers of a need to transition from a section of the roadway void of heavy pedestrian traffic.

With respect to the wall signs, the basis of the applicant's request for flexibility is to address anticipated ground level retail/restaurant signage that will allow visual interest for these areas within the Planned Development. At this time, the developer anticipates complying with the Town's sign standards for all other signage.

The following table summarizes the requested comprehensive sign package to existing sign regulations:

Sign Type	Existing Town Sign Code	Proposed (PD-156) See attachment B(1) for specific sign locations, where referenced
Ground Sign	Maximum of 10 feet x10 feet; maximum sign area of 60 sf; minimum setback of 15 feet from public right-of- way; minimum of 120 feet b/t ground signs; minimum setback from abutting property line of 60 feet; double faced sign faces shall be parallel; requires masonry border	<u>Main entry-Long Prairie Road (Sign 1)</u> 38 feet tall; 450 sf; no masonry border; double faced sign faces are not parallel <u>Long Prairie Road and Silveron Boulevard (Sign 2)</u> 51' wide; 360 sf; no masonry border; double faced sign faces are not parallel <u>Southern property line (Sign 3)</u> 15' wide; 15' setback for abutting property line; no masonry border <u>Northern property line (Sign 4)</u> 15' wide; 15' setback for abutting property line; no masonry border <u>Trailhead (Sign 5)</u> no masonry border <u>Hotel (Sign 7)</u> no masonry border
Wall Sign (Hotel only)	Maximum sign area of 300 sf. Maximum of one primary and two secondary signs per tenant with 60' or more lineal frontage of building wall, with maximum sign area of 300 sf for all primary and secondary signs; for 60 feet or more of lineal building wall frontage, maximum sign with of 55% of lineal frontage and maximum height of 72 inches; maximum of 12" depth	<u>Hotel (Signs 6A and 6B)</u> -480 square feet (460 sf-west façade and 20 sf (east façade); 32'-10" x 16'-5" (west façade sign); 18" depth (east façade)
Tenant Blade Sign	For nonresidential multitenant buildings, maximum of one sign for each tenant, with maximum width and height based on lineal frontage of the storefront (example, less than 20 feet of frontage permits sign width of 80% of frontage and 36 inches of sign height)	Maximum of one per tenant; maximum of 3 feet x 5 feet; maximum sign area of 15 sf; may encroach into sidewalk subject to minimum 8 foot clearance above a sidewalk; may be internally or externally illuminated
Sandwich Board Sign	No permit required	Maximum of one per tenant; maximum height of 4 feet; maximum sign area of 12 sf, per side; may encroach into sidewalk area subject to maintaining minimum unobstructed sidewalk width of 4 feet; no permit required

Thoroughfare Plan Amendment-Lake Forest Boulevard

This application is the impetus for the amendment to the Town's Thoroughfare Plan for the section of Lake Forest Boulevard between Lakeside Parkway and Silveron Boulevard. The previous designation as an Urban Minor Arterial required a 90 foot right-of-way providing for a four lane divided roadway, but did not allow on-street parking. As this proposed development will encourage significant on-street pedestrian activity, the applicant will introduce certain design standards to reduce vehicular speeds and enhance overall safety on and near the roadway.

Following public hearings before the Transportation Commission (September 12, 2017) and the Planning and Zoning Commission (November 13, 2017), the Town Council voted to approve the removal of this section of the roadway from the Thoroughfare Plan at its [November 20, 2017](#) public hearing.

Parks Board

The Parks Board will conduct a hearing to formulate a recommendation related to the residential component of this application at its December 7, 2017, hearing. As the Planning and Zoning Commission packet was posted prior to this hearing date, staff will update the Commission during the December 11, 2017, public hearing. Note the Parks Board meeting may be viewed live or following the meeting (see archived section) at the [Town's website](#).

With respect to park land dedication and park development fees, the applicant has requested the proposed Planned Development incorporate those respective standards as required by the Mixed Use District as provided for in the Town's Land Development Regulations. Specifically, a minimum of 200 square feet per dwelling unit (multifamily, carriage house, commercial ready unit) shall be provided as private common open space. Examples of this designated component includes roof-top areas, pools, activity areas (inside or outside), and courtyards that are accessible to all residents within the development. Furthermore, a maximum of 50 percent of this requirement may be configured as private personal open space. Examples of this designated component include balconies, patios, or other spaces exclusive to individual tenants.

III. UNRESOLVED ITEMS

This application was submitted to the Town on July 3, 2017. During this time, there has been a significant amount of effort expended by Town staff and the applicant's development team to ensure the application complies with all relevant components of the Master Plan. Additionally, direction for developments within the Lakeside Business District has been provided as a result of Town Council workshops and a joint work session with the Planning and Zoning Commission on [September 25, 2017](#). Lastly, the applicant obtained valuable feedback during the P&Z Work Session on [October 23, 2017](#).

As this report has addressed all aspects of the applicant's development vision, there do remain various items where staff retains some concern as to a favorable outcome not being established:

1) Vertical Commercial Development

With respect to the above referenced joint work session, certain components of development were identified in context with projects that will be presented to the Town through a typical development application process. A summary of the Campus Commercial Design Intent Joint Work Session is attached for background, however the following excerpt merits a focus on this specific unresolved item:

- *Focus on high quality office development*
- *Provide for high quality office and focused commercial uses along FM 2499*
- *Limit large parking fields along FM 2499*
- *Provide a design that incorporates all uses into a walkable site including open spaces, gathering spots and linked to environmental amenities*

In consideration of office and focused commercial development, the Town may allow a limited number of residential units as an incentive for development that incorporates the elements of the district. Any planned residential areas shall be away from, and off of, FM 2499.

At this time, the development standards generally address 'maximums' (floor area ratio, stories/height), however, staff and the applicant have been unable to agree on a 'minimum' amount for commercial development, nor the timing of delivery of the nonresidential component.

2) Silveron Boulevard-Revised Street Profile

The Town Council has expressed a desire to see Silveron Boulevard become more pedestrian friendly, thereby attracting street level activity for existing and proposed developments in the immediate area. As such, a future Thoroughfare Plan amendment will be brought forward by Town staff to consider on-street parking along both sides of Silveron Boulevard, between the bridge crossing the perennial stream abutting this site, westward to the street's intersection with Long Prairie Road. Part of the public discussion will be what design of on-street parking (parallel, angled) should be provided and what impact this may have on abutting properties. The applicant is aware of this pending Thoroughfare Plan amendment. As there remains uncertainty as to timing for this item to be considered (public hearings for the Transportation Commission, Planning and Zoning Commission, and Town Council) as well as the final street profile, staff has proposed language in the development standards that will allow the Staff flexibility with implementing required build-to-lines, street buffers, and location of other required infrastructure along the site's street frontage.

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, staff had received no correspondence in support and six letters in opposition to the project.

V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Parking Study
4. Existing PD-31 Ordinance
5. Campus Commercial Design Intent

B. Application Details

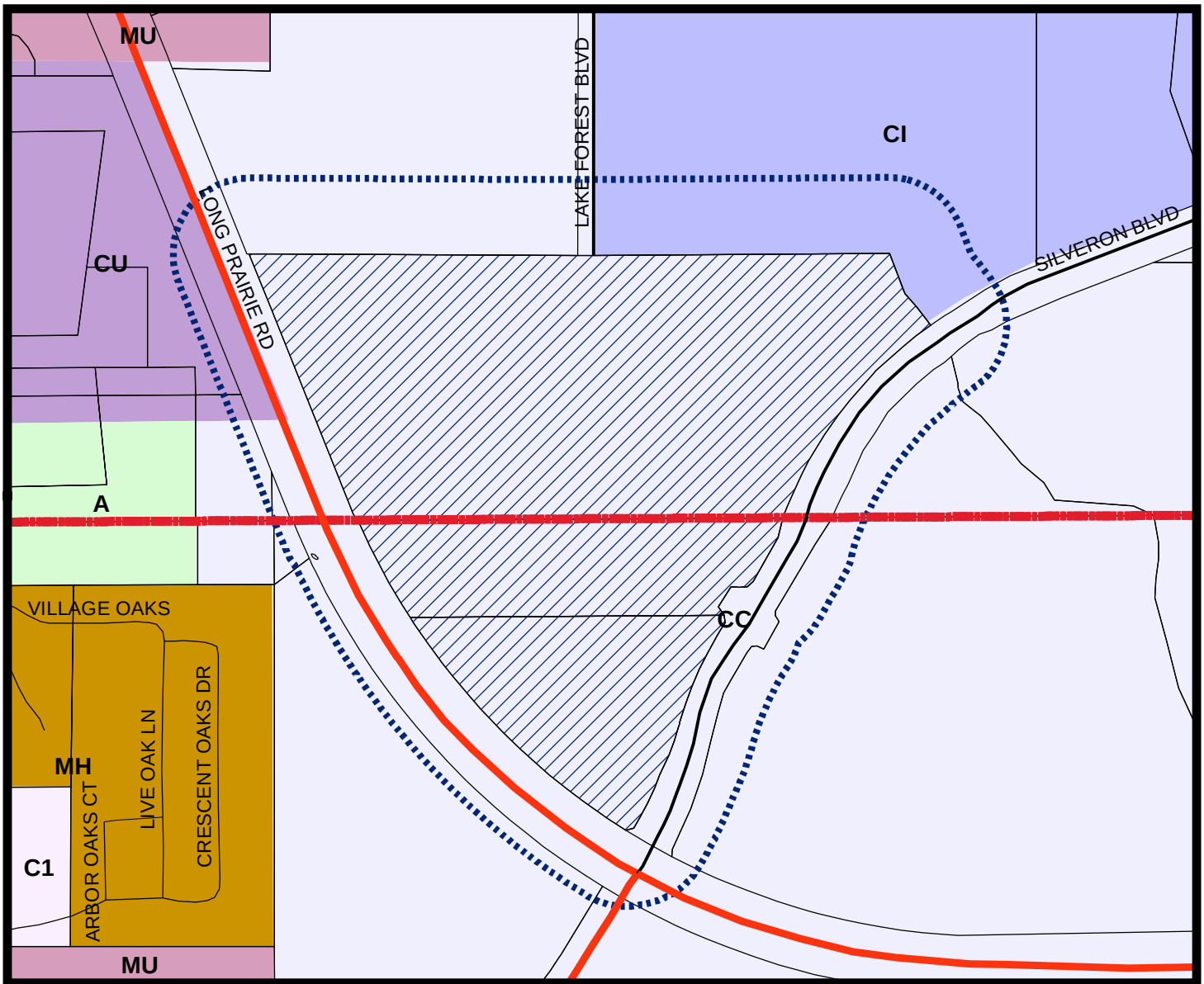
1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

C. Correspondence

1. Correspondence in Opposition

Vicinity Map

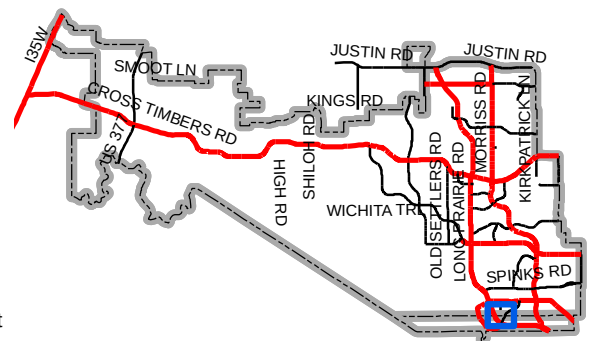
Reference Project: ZPD17-0007



LEGEND

	Agriculture		Campus Commercial		Campus Industrial		*Combined Uses-See Ordinance
	Commercial 1		Mixed Use		Mobile Home		

Subject Property



Map Location



Doug Powell
Executive Director of Planning
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028

December 7, 2017

Mr. Powell,

Portmanteau Consulting has submitted an application on behalf of Direct Development for a Zoning Planned Development-PD 156. The application is for approximately 35 acres of land located at FM2499 and Silveron Parkway. The property is within the Lakeside Business District Area Plan. The property is currently zoned under PD 31 as Campus Commercial. The property is bordered on the north by Home Depot and undeveloped property that is zoned Campus Industrial (a recent application for a warehouse site plan has been submitted). On the east, it is bordered by the Campus Industrial development currently occupied by Stryker. It is bordered on the south by Silveron Parkway and undeveloped land also zoned under PD 31 as Campus Commercial. To the west of FM2499, the majority of the property is also zoned and/or Master Planned for Campus Commercial.

The property has significant slope. There is approximately 40' of fall from north to south and over 70' of fall from east to west. The eastern edge of the property contains an environmentally sensitive area of over 4 acres.

Current Land Use and Likely Outcomes

The property is currently zoned for Campus Commercial uses under PD31. PD31 was initially established in 1985 and updated in 2000. The subject property was zoned as Campus Commercial with a specific goal of obtaining corporate or Class A office. Achieving this goal has been challenging for the property owner.

The property has been marketed for Class A office by the current owner since 2008. There have been no buyers.

Based on our review, it is our belief the existing zoning for the property will likely continue to slow or prevent development of Class A office. The most likely scenario is the property will, at least partially, develop in the near future. The most probable uses will be the assorted accessory uses (hotel, motel, strip retail etc.) provided for in the Campus Commercial zoning category.

It should also be noted that as PD 31 was established in 1985, development occurring under PD 31 is likely to fall far short of Flower Mound's current standards. Requirements such as the current Urban Design Standards, key provisions of SMARTGrowth and other such ordinances were adopted after the PD was established and would not apply.

Direct Development's proposed rezoning of the property under PD 156 will insure that the property develops in accordance with all current ordinances including Urban Design Standards and SMARTGrowth.

Current Market Conditions

While DFW is currently the number one office market and the number two suburban office market in the US, Flower Mound's participation has been limited to flex office attached to industrial warehouse.

Discussions with the leading DFW real estate professionals (JLL, CBRE and Transwestern) who assist corporate office tenants in procuring Class A office space indicate the central obstacle to development of Class A office on the property is lack of a walkable mixed use environment.

The Area Plan for Lakeside Business District allows for the development of the required mixed use development needed to support Class A office. In recent months, Flower Mound's Town Council has also given extensive direction/input on the development of property within Lakeside Business District. This direction was given to all Lakeside Business District property owners and their representatives by senior town staff in August. Further clarification was also provided during a joint Council and P&Z work session on September 25, 2017. It is our understanding this direction includes:

- Insuring a cohesive design by evaluating all proposed projects in context of the total Lakeside Business District. (9/17)
- Office and supporting commercial line FM2499
- Limit parking fields on FM2499
- Residential components should be thoughtfully designed and varied
- Support overall vision
- Residential not allowed along 2499
- Silveron Parkway should be pedestrian oriented
- Leverage existing development including providing appropriate transitions
- Preserve and utilize the natural beauty and environment to the greatest extent possible
- Create superior walkability

Proposed Land Use and Development

The Point is designed to begin establishing the walkable, mixed use environment needed to support the Class A office development desired in Lakeside Business District east of FM2499. Direct Development has assembled a team of leading experts, who have designed and developed successful mixed-use projects that provide vibrant environments for DFW's leading employers. The team includes Trammell Crow Residential, JHP Architects, LandDesign and Cates-Clark & Associates. JLL has been retained as the marketing team for the proposed Class A office sites.

Direct Development is proposing to rezone the property to add a residential component as allowed by the current Master Plan land use designation and area plan. Additionally, Direct Development is proposing to eliminate PD31 as it pertains to this property. A new PD, PD 156, will incorporate all current Flower Mound ordinances.

This will enable Direct Development to build a unique, walkable, mixed use environment that fully showcases the properties natural setting and creates a desirable environment for Class A office tenants.

Walkability and Park/Recreation Requirements

In designing the proposed development, the priority was to establish a unique, walkable place. This is accomplished by first establishing three main open space areas: The Corner, The Green and Point Park. These areas total approximately 5.5 acres or 15% of the total property. These open space areas are connected by an extensive pedestrian system that will create a superior walking environment for current and future residents, office tenants and business travelers staying at the proposed Hilton branded hotel.

Point Park preserves over 3 acres of environmentally sensitive area and establishes a natural surface path. This path can be extended on adjacent undeveloped properties north to Lakeside Parkway and south along the stream and pond. The adjacent property owner to the south has expressed interest. The recent site plan submitted for the property to the north incorporates the path.

The Point is requesting the adoption of the park standards adopted in 2012 for mixed use projects. At that time, Flower Mound recognized that its park standards were developed to support traditional suburban development and were not suited for development that contained a mixture of uses and was more urban in nature (see attached 10/1/12 Staff Report) These standards were applied successfully to Lakeside DFW and were later incorporated into the PD that created Southgate.

The mixed use standards first require minimum open space of 5% of total land area. The Point's open space is approximately 15% of total land area.

Next, the mixed-use park standards require each multifamily unit have a minimum of 200 square feet of private open and private space per unit. Private open space includes outdoor amenities such as pools, volleyball courts and other amenities reserved for resident use only. The Point meets this requirement.

The mixed use standards do not require multifamily pay any other park related fees. However, in recognition of The Point's proximity and connectivity to Heritage Park, park fees of \$575 per unit are also being proposed.

Tru by Hilton

As previously mentioned, a Hilton branded hotel, Tru, is proposed for the property. Tru is identified in the industry and by Hilton as a mid-scale brand (The hotel market is generally segmented into economy, mid-scale, upper mid-scale and luxury). In some markets, the brand performance is consistent as an upper midscale brand. The hotel will target junior to mid-level business travelers who are currently travelling to Flower Mound for short trips but use hotels in Grapevine and Lewisville.

Tru was launched in 2016 and is widely recognized as being the most successful launch in hotel industry history. Currently there are over 425 Tru hotels in Hilton's development pipeline. Hilton has worked diligently with our development team and Town staff to modify and enhance the standard Tru architecture. As a result, a hotel that is unique in the Tru portfolio and conforms with Flower Mound's Urban Design Standards is being proposed.

Class A Office, Retail and Other Commercial

Two Class A office building sites are also planned. Estimated square footage of office space is up to 200,000 square feet depending on the tenants acquired. Parking for the buildings will be provided through a combination of surface parking and podium parking as if needed.

In addition to Class A office, approximately 24 commercial ready units are also planned. This represents approximately 18,000 square feet of commercial space suited for small office or small scale retail. This space is located adjacent to The Green and Silveron Parkway. This space is key to encouraging walkability within the development.

Class A Multifamily

The balance of the property is planned for Class A for lease residential which will be constructed by Trammell Crow Residential. Trammell Crow Residential is the

premier residential builder for mixed use developments in DFW and throughout the country.

A variety of residence types are being proposed including:

- Thirty-two carriage houses - These residences are similar to townhomes. Their placement eases the transitions from the adjacent warehouse and Home Depot and they provide a variety of scale to the development.
- Twenty four commercial ready units along The Green and Silveron Parkway. As previously stated this is equivalent to approximately 18,000 square feet of commercial space. These units are constructed to commercial standards with store front facades. These units can be used as residential, live/work, or neighborhood retail including restaurant or small office. Commercial ready units are constructed with no interior load bearing walls to allow easy reconfiguration to fit the end user. As The Point and LBD are built out, it is anticipated this space will be utilized for commercial purposes. To encourage this, Direct Development and Trammell Crow have committed, as part of the development agreement with Flower Mound, to market these units on CoStar for lease as commercial space.
- The balance of the residences will be urban multifamily. The residences are finished in the same manner that is expected of new homes in Flower Mound. Additionally, the amenities in the private common space include luxury resort pools and fitness centers, a private dog park, club house, and private grill and picnic areas. These amenities are in addition to the public open space previously mentioned.

Residential construction costs are estimated to be approximately \$200 per square foot. This compares favorably with the average sale price per square foot for new homes in Flower Mound.

Comprehensive Sign Package

The Point is requesting a comprehensive sign package (see attached summary of requested signs).

The principal reason for this request is to allow for monument signs that establish The Point's brand at the corner of Silveron and FM 2499 as well as the main entrance on FM 2499. Additional monument signs are located at the north and south ends of Lake Forest Blvd.

Signage for the Tru Hotel is also part of the requested package. Lastly, wayfinding signs for Point Park and the pedestrian system is also included.

Preliminary Marketing Response and Feedback

Preliminary marketing of the project to DFW real estate professionals has resulted in a high level of interest in the proposed Class A office sites. Direct Development is currently in active discussions that could provide for construction of at least one of the planned office buildings within two years. JLL has been retained as the primary marketing and leasing team for the commercial portions of the development.

Our preliminary marketing indicates The Point is attractive to the Class A Office market because of its thoughtful, walkable design and the vibrant synergy provided by TCR's Class A product and the Tru hotel. Just as important, The Point is attractive to TCR because of its thoughtful, walkable design and the planned Class A office. Altering or removing any component will result in a suboptimal project that is likely to be unattractive to the Class A office market and/or TCR.

Please let me know if you have any questions or need any further information.

Thank you for your consideration,

Sincerely,

Kendra Stephenson

Kendra Stephenson,
Portmanteau Consulting



**TOWN COUNCIL MEETING
AGENDA ITEM NO: 15
OCTOBER 1, 2012**

I | CONSENT ITEM I | REGULAR ITEM I | WORK SESSION ITEM

FROM: Doug Powell, Executive Director of Development Services

THROUGH: Chuck Springer, Interim Town Manager *CS*
Kent Collins, P.E., Assistant Town Manager *CC*

PRESENTER: Doug Powell, Executive Director of Development Services

ITEM: Public Hearing to consider a request to amend the Land Development Regulations (LDR 05-12) through the amendment of Chapter 98, "Zoning," by the amendment of Division 25, "Mixed Use District", by amending Section 98-905, entitled "Modifications," of the Code of Ordinances to allow the Town Council to (1) modify the requirements of the park land dedication ordinances; (2) modify the park development fees ordinances; and (3) modify the tree preservation ordinances for those Mixed Use Development projects that meet certain specified criteria identified in such amendments, and to consider adopting an ordinance providing for said amendment. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its September 24, 2012 meeting.)*

I. APPLICATION CONTACT INFORMATION

Applicant	Town of Flower Mound
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II. ITEM SUMMARY

A. Outstanding Issues

There are no outstanding issues associated with this request.

B. Planning and Zoning Commission Recommendation

Move to recommend denial of a request to amend the Land Development Regulations (LDR 05-12).

C. Draft Motions

1. Move to approve a request to amend the Land Development Regulations (LDR 05-12) through the amendment of Chapter 98, "Zoning," by the amendment of Division 25, "Mixed Use District", by amending Section 98-905, entitled "Modifications," of the Code of Ordinances to allow the Town Council to (1) modify the requirements of the park land dedication

ordinances; (2) modify the park development fees ordinances; and (3) modify the tree preservation ordinances for those Mixed Use Development projects that meet certain specified criteria identified in such amendments, and adopt an ordinance providing for said amendment.

2. Move to deny a request to amend the Land Development Regulations (LDR 05-12).

III. BACKGROUND INFORMATION

On October 6, 2008, the Town Council adopted amendments to the Master Plan and Land Development Regulations that encompassed the Town's Mixed-Use Regulations. The Mixed-Use Regulations were the result of a series of meetings and discussions of the Lakeside Stakeholders Committee who were charged with developing new regulations for mixed-use projects. The Committee was supported by Gateway Planning, who was hired by the Town to provide technical expertise. Although the effort led to the adoption of regulations that allowed for the creation of mixed-use developments within the Town, the Committee finished their work without addressing two policy issues related to the current park and tree regulations.

Specifically, the nature of mixed-use regulations allow for a development pattern that, by its very nature, is not suburban in form or function. The Town's development regulations are designed for suburban development and have served the Town well to create a place that is known for its high quality of life. However, most of these suburban development standards are not conducive to the creation of pedestrian-oriented, mixed-use developments. The review of the first development to apply under the mixed-use regulations has shown that amendments to the regulations are appropriate to address the issue of suburban regulations being applied to mixed-use developments.

IV. PLANNING ANALYSIS

The Town's mixed-use regulations require a mixture of uses to be proposed for any development application. Also, a minimum of 5% open space is required for the development. This open space can perform as a park, but the intent is to require traditional open spaces found in urban areas such as plazas, squares, and pocket parks that fit within the urban context. These open space areas are to be developed and maintained by the developer, but would be open to the public. Again, the nature of urban development requires all aspects of the development standards to be reviewed for appropriateness.

The proposal is to amend the mixed-use regulations, specifically the Mixed-Use Zoning District, to allow the Town Council to approve modifications to the Town's park land dedication, park development fees, and tree preservation regulations. The proposal to allow for these modifications includes criteria that specify additional standards if these modifications are granted.

The intent of the criteria is to provide for parks and tree preservation requirements based on the type of residential: single-family detached versus all other residential. The type of residential is used as a basis as it differentiates between what can be considered urban versus suburban in nature. The single-family detached areas will resemble other residential areas in the Town; while the other residential areas will be designed to be the pedestrian-oriented, mixed-use areas envisioned as the core areas of the mixed-use developments.

The specifics of the criteria for the two areas of amendments are as follows:

Parks

The Town's current regulations require that residential developments provide 3.36 acres per 100 units for park development and \$1,388 per unit for park development purposes. No park fees are imposed on non-residential development. The proposed amendment calls for allowing a 50% reduction in the park dedication fees when an additional 5% open space is provided based on the amount of area dedicated to single-family-detached development. Further, the design must provide at least two parks within a quarter-mile radius of each single-family block; one of the parks may be a public park outside the development. Also, the non-single-family residential development would need to provide 200 square feet of open space per unit.

The park development fees could be used by the developer for the on-site parks and open spaces within the development.

Trees

The Town's current regulations require that residential developments mitigate tree removal and require a Tree Removal Permit for specimen trees planned to be removed. Further, the current regulations exempt non-residential development within the Lakeside Business District, Denton Creek Business District and all Specific Plan Areas (SPAs). The proposed criteria would allow for any trees to be removed; the mitigation for any removal within the single-family-detached residential areas would be by the planting of new trees within the balance of the mixed-use development or payment of a mitigation fee. The non-single-family-detached areas would be exempted as all non-residential development currently is.

V CORRESPONDENCE

At the time this staff report was written, no correspondence had been received in support of, or opposition to, this request.

VI. ATTACHMENTS

- A. Background Information**
 - 1. DRAFT Ordinance Language
- B. Notices and Correspondence**
 - 1. Newspaper Notification

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SUBPART B, CHAPTER 98 OF THE CODE OF ORDINANCES, ENTITLED "ZONING," THROUGH THE AMENDMENT OF ARTICLE III, ENTITLED "DISTRICT REGULATIONS," THROUGH THE AMENDMENT OF DIVISION 25, "MU MIXED USE DISTRICT," BY DELETING EXISTING SECTION 98-905, "MODIFICATIONS," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 98-905 ALSO ENTITLED "MODIFICATIONS"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas has recommended denial of the amendment of Chapter 98 of the Code of Ordinances, entitled "Zoning," by and through the amendment of Division 25, "MU Mixed Use District," by deleting Section 98-905, "Modifications," in its entirety and replacing said section with a new Section 98-905, also entitled "Modifications" and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the Town Council of the Town of Flower Mound, and

WHEREAS, the Town Council of the Town of Flower Mound, after public notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the Town of Flower Mound and of all testimony and information submitted during said public hearings, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town, to amend the Town Code of Ordinances as set forth herein

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing Section 98-905, entitled "Modifications," is hereby deleted in its entirety and replaced with a new Section 98-905, also entitled "Modifications," to read as follows.

98-905. – Modifications

- (a) *Mixed use standards.* The town council may approve modifications to any of the standards in the MU after a recommendation by the planning and zoning commission based on unique site conditions and development context at the time of the application. In granting a modification, the town council may impose any conditions that it deems necessary or desirable to protect the public interest and implement the goals of the town's master plan with respect to mixed use. However, an applicant may submit to the zoning board of adjustment a request for a variance and the board may grant variances to any specifically established standards approved by the town council in the ordinance establishing the particular MU. All such requests will be subject to the standards imposed upon the zoning board of adjustment in section 78-85.
- (b) *Park land dedication and park development fees requirements.*
 - (1) *General.* In Mixed Use development projects, park land dedication (including the payment of cash in lieu of dedication) requirements and park development fee requirements shall be evaluated in regard to the following standards:
 - (2) The development plan, in addition to meeting the standards for public civic/open space above, shall be analyzed based on the following standards:
 - a. Provision of Private Common and Private Personal Space for all non-single-family detached residential units proposed in the development shall meet the following standards:

- i. A minimum of 200 sq.ft. per unit shall be provided as courtyards, forecourts, roof-top terraces, recreational amenities such as pools, play courts, etc., or any other private common open space that is accessible to all residents of the building or development
 - ii. Approximately 50% of the required Private Common Open space may be provided as private personal open space that includes balconies, patios, and similar spaces that are located within individual units
 - b. All single-family detached residential units may be eligible for up to a 50% reduction of the Town's park land dedication (including the payment of cash in lieu of dedication) requirements and park development fee requirements by meeting the following standards:
 - i. An additional 5% of open space is provided (measured as a percentage of the gross area dedicated to attached and detached single-family residential uses in all character zones)
 - ii. The additional open space provided meets the criteria under 98-903(g)(3) above; and
 - iii. The additional open space provides access to at least two types of public open space (pocket park, playground, green, linear green, etc.) within a ¼-mile radius of each single-family residential (attached and detached) block. If convenient public access is provided within a ¼-mile radius of an existing significant adjacent public open space for the majority of those residential blocks, only one public open space will be required.
- (3) For the purposes of this section, the following definitions shall be used:
- a. "Private common open space" means a privately-owned outdoor or unenclosed area, located on the

ground or on a roof, balcony, deck, porch, or terrace, which is designed and accessible for outdoor living, recreation, pedestrian access, or landscaping, and intended for use by the residents, employees, and/or visitors to a development.

- b. "Private personal open space" means a privately-owned outdoor or unenclosed area, located on the ground or on a roof, balcony, deck, porch, or terrace, which is designed and accessible for outdoor living, recreation, pedestrian access, or landscaping, and intended for use solely by the individual residents of a condominium or multi-family dwelling unit.

(c) *Tree preservation.*

- (1) *General.* In Mixed Use development projects, tree mitigation shall be evaluated in regard to the district as a whole based on the tree survey. Tree survey and planting requirements shall comply with Chapter 94 "Trees." Compliance with the requirements regarding tree removal and mitigation within the Mixed Use development shall comply with the following standards.

(2) *Tree removal.*

- a. *Undergrowth and unprotected trees.* A property-owner/developer may, in its discretion, remove understory growth, including but not limited to vines, shrubs, briars and bushes, and trees that are 3 caliper inches or less in diameter, however neither protected nor specimen trees as shown on the tree survey shall be removed without the submittal and approval by the Town of a tree removal permit.
- b. *Removal of protected or specimen trees.* The removal of specimen or protected trees located within a lot or site do not require a tree removal permit, however, such trees shall not be removed from a lot or site prior to all of the

conditions listed in this subsection being met. No protected or specimen trees may be removed from a lot or site prior to the approval of a development plan, Site Plan, plat or replat. In addition, a pre-construction meeting with appropriate Town staff shall occur prior to the removal of any protected or specimen tree and/or the authorization of grading and construction activities to begin on the lot or site.

- (3) *Mitigation requirements for authorized tree removal.* Tree mitigation requirements for Mixed Use districts shall not apply to non-residential uses within the Mixed Use project. Mitigation requirements for residential uses for Mixed Use districts shall comply with the following provisions.

- a. *Protected trees on-site.* It shall be the responsibility of any person removing a protected tree from a lot or site to replace each protected tree so removed with one (1) tree having a caliper of 2½ - 3 inches, measured in accordance with the terms of Chapter 94 "Trees."
- b. *Specimen trees on-site.* It shall be the responsibility of any person removing a specimen tree from a lot or site to replace each specimen tree removed with one (1) or more trees that total twice the caliper inches of the specimen tree(s) removed as measured in accordance with the terms of Chapter 94 "Trees." For example, if a thirty-inch (30") specimen tree is removed, it would be replaced with sixty (60) caliper inches comprised of twenty (20) three-inch (3") caliper trees, five (5) twelve-inch (12") caliper trees or some other combination of trees the caliper measurement of which equates to sixty (60) caliper inches.
- c. *Mitigation payments.* Mitigation payments in lieu of planting replacement trees shall be calculated and submitted to the Town for approval. Fees in lieu of planting shall be paid to the Town's Tree Preservation Fund.

- d. *Mitigation credits and incentives for preservation of protected and specimen trees.* If any protected or specimen tree is preserved on a lot or site, credits for said preservation shall be given that will count toward the replacement or mitigation requirements within the lot or site. Credits will accrue only for those trees whose measured drip lines are left predominantly in their natural state. Minimal cutting, filling or other construction-related activities are allowed within the drip line of trees eligible for credits to the extent only that such trees are not damaged or killed by such activity within their drip line. Said credits will accrue as follows:
- i. For each protected tree preserved or transplanted within a lot or site or transplanted elsewhere in the site, one (1) tree credit shall be given.
 - ii. For each specimen tree preserved or transplanted within a lot or site or transplanted elsewhere within the site, credit for caliper width equivalent to the caliper width of the tree preserved or transplanted shall be given. *For example, preserving or transplanting a specimen tree having a thirty-inch (30") caliper width would result in thirty (30) caliper inches of credit, or ten (10) three-inch (3") caliper trees.*
 - iii. For purposes of this section, one (1) credit shall be given for landscaping trees planted in compliance with the Mixed Use district landscaping standards.

SECTION 3

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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 _____, 2012.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Tarrence S. Welch, TOWN ATTORNEY

PUBLIC HEARING

Notice is hereby given that the Town Council of the Town of Flower Mound, Texas, will hold a Public Hearing on October 1, 2012, at 6:00 p.m. in the Flower Mound Town Hall, 2121 Cross Timbers Road. The purpose of the hearing is to consider a request to amend the Land Development Regulations (LDR 05-12) through the amendment of Chapter 98, "Zoning," by the amendment of Division 25, "Mixed Use District", by amending Section 98-905, entitled "Modifications," of the Code of Ordinances to allow the Town Council to (1) modify the requirements of the park land dedication ordinances; (2) modify the park development fees ordinances; and (3) modify the tree preservation ordinances for those Mixed Use Development projects that meet certain specified criteria identified in such amendments.

To Run in Denton Record-Chronicle: Wednesday, September 12, 2012

To Run in LV/FM/HV Neighborhood News: Friday, September 14, 2012

Denton Record-Chronicle:

FAX: 1-940-566-6818

ATTN: Melissa / Sherry / Natalie

Email: classifieds@dentonrc.com

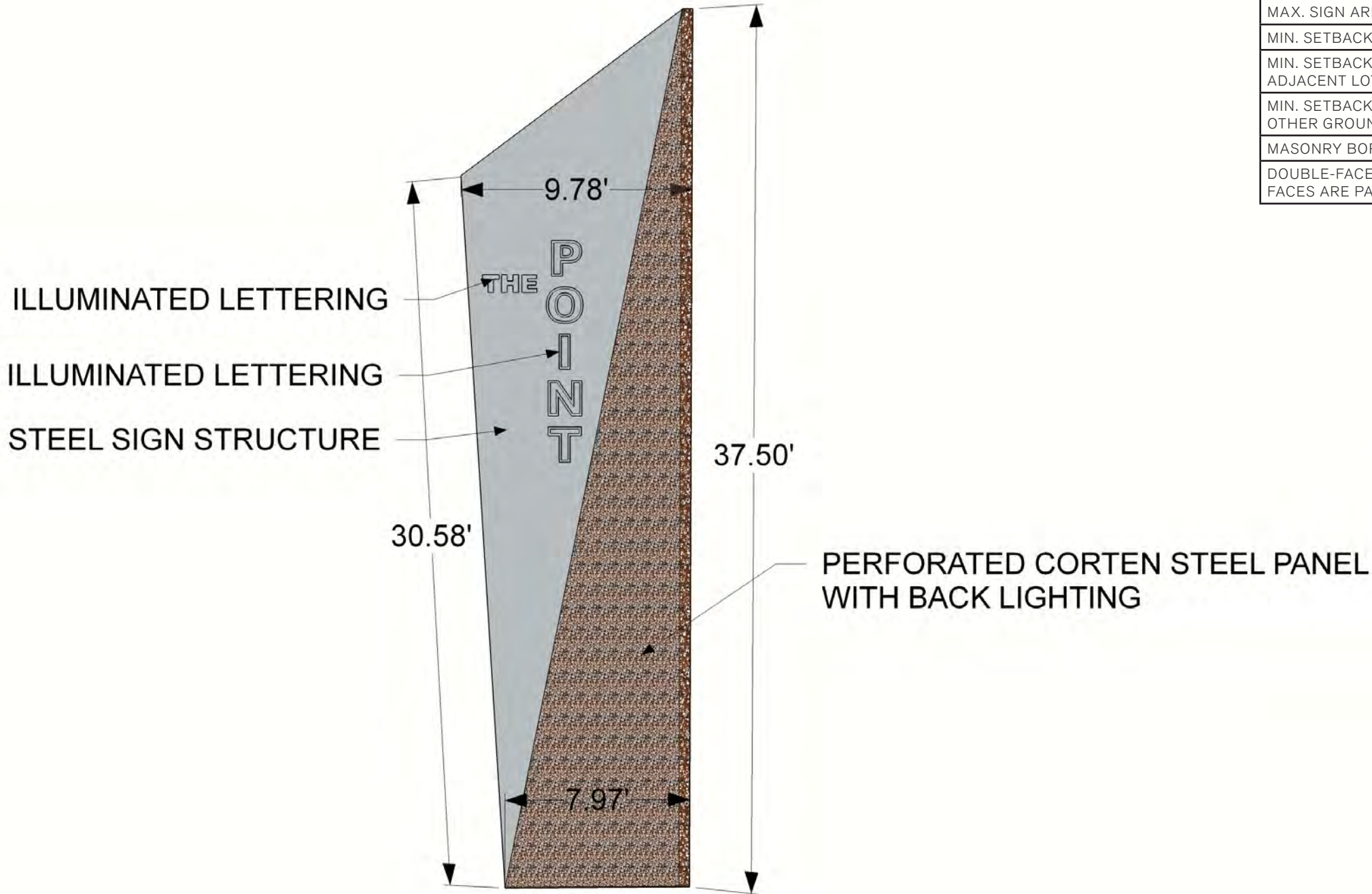
ANY QUESTIONS OR PROBLEMS PLEASE CALL JAMES HOEFERT AT 972-874-6380

Town of Flower Mound Account # 100041137



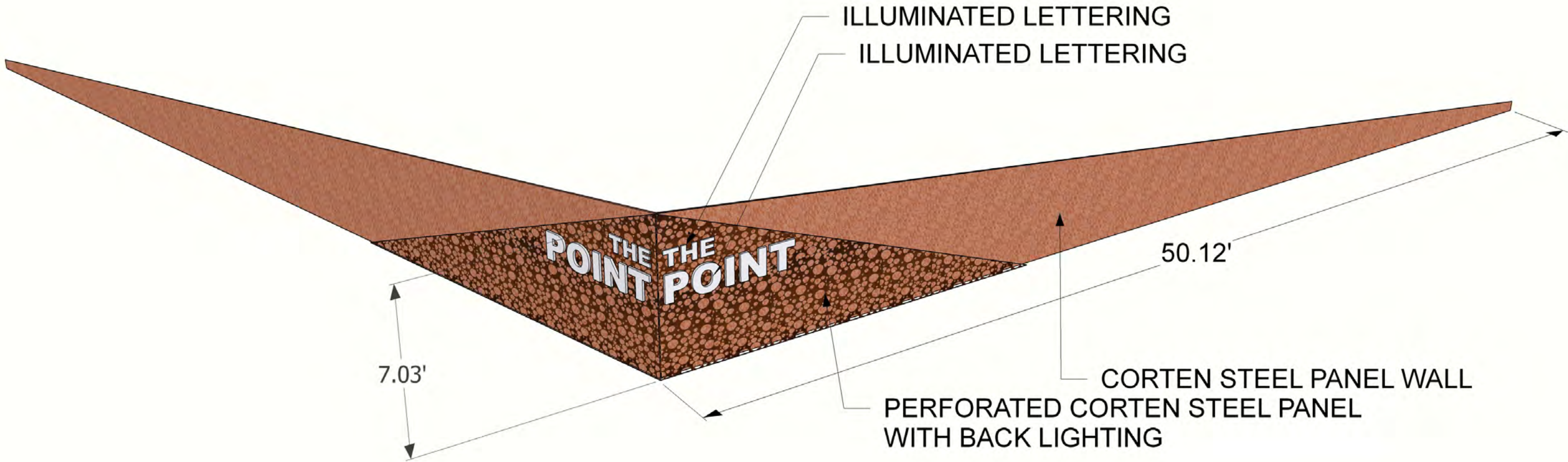
- ① The Point Sign 1 (ground sign)
- ② The Point Sign 2 (ground sign)
- ③ The Point Sign 3 (ground sign)
- ④ The Point Sign 4 (ground sign)
- ⑤ Trailhead Sign 5 (ground sign)
- ⑥ A Tru Hotel West Facade Sign 6A (wall sign)
- ⑥ B Tru Hotel East Facade Sign 6B (wall sign)
- ⑦ Tru Hotel Monument Sign 7 (ground sign)

GROUND SIGN REQUIREMENTS - SIGN 1			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	38'
MAX. WIDTH	Sec. 86-67 (2)	10'	10'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	VARIES PER SIDE, 450 SF MAX
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO



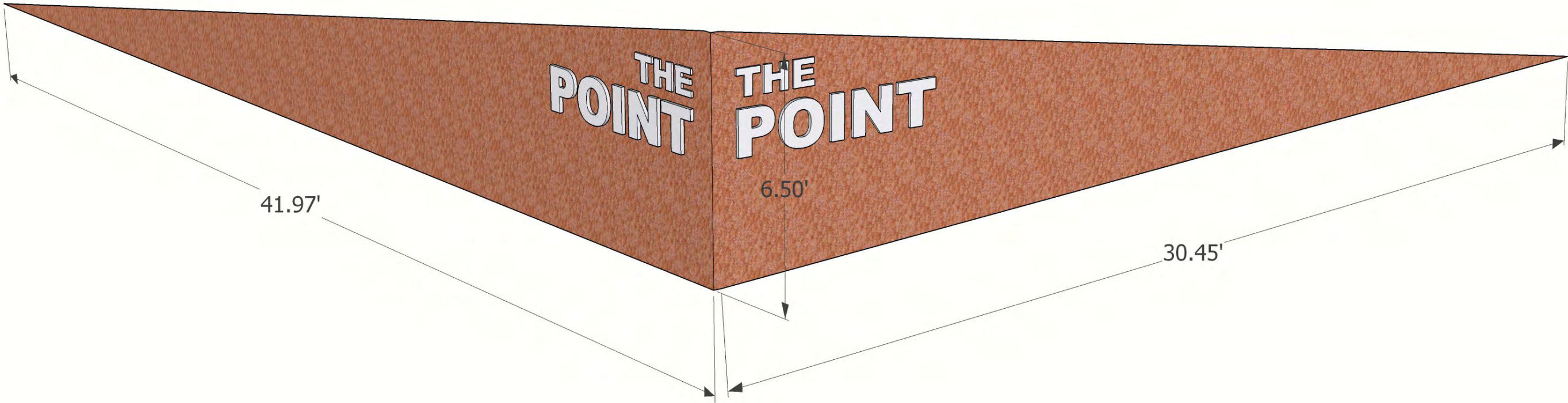
SIGN 1

GROUND SIGN REQUIREMENTS - SIGN 2			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	8'
MAX. WIDTH	Sec. 86-67 (2)	10'	51'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	360 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO



SIGN 2

GROUND SIGN REQUIREMENTS - SIGN 3			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	6.5'
MAX. WIDTH	Sec. 86-67 (2)	10'	42'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	275 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO

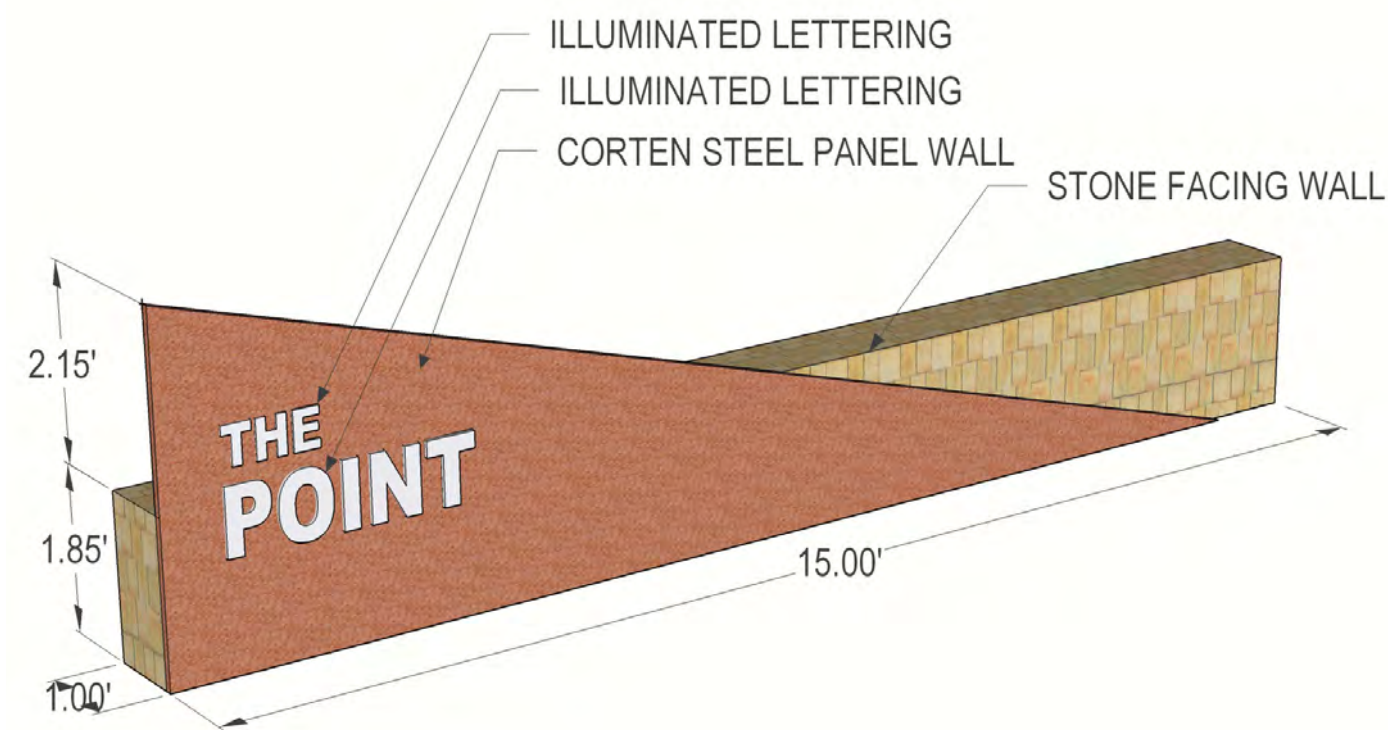


SIGN 3

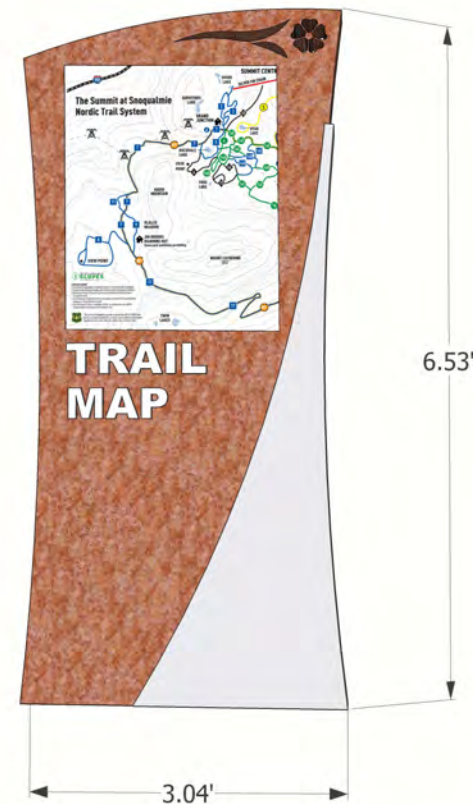
THE POINT FLOWER MOUND, TEXAS ▪ ARCHITECTURAL IMAGERY PACKAGE

PN 8517023 | 11.30.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL





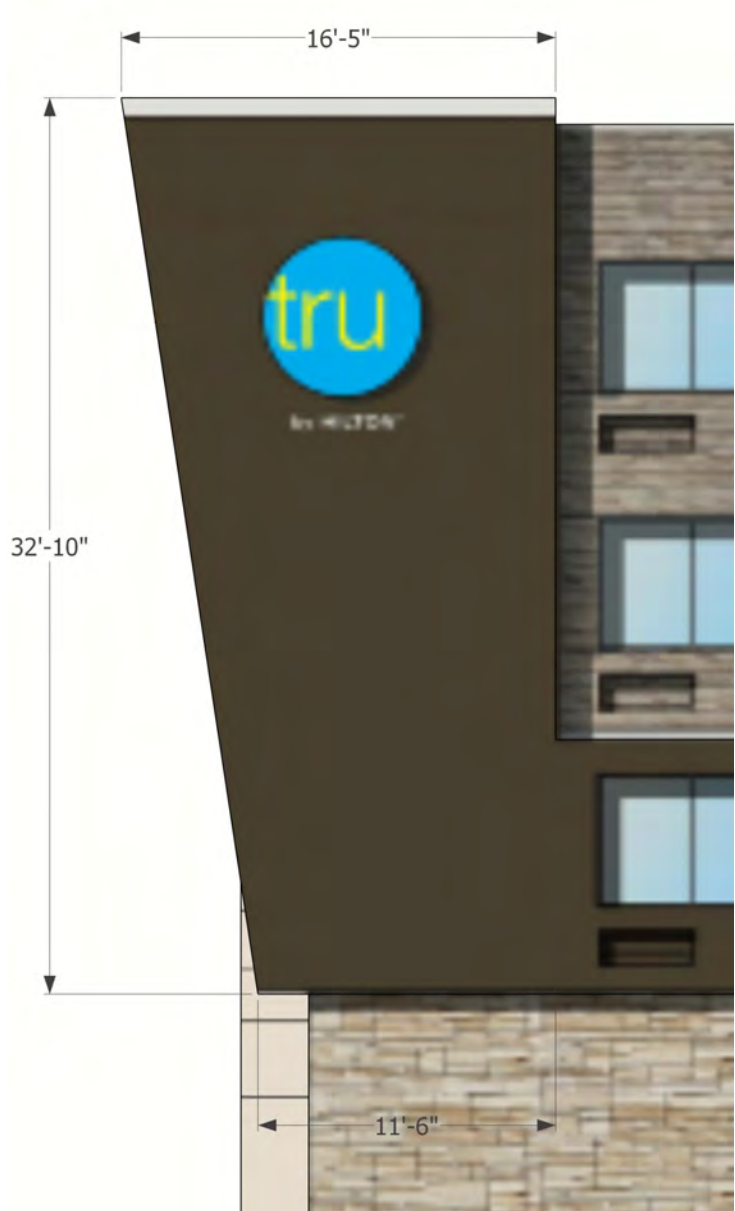
SIGN 4



TRAILHEAD SIGN 5

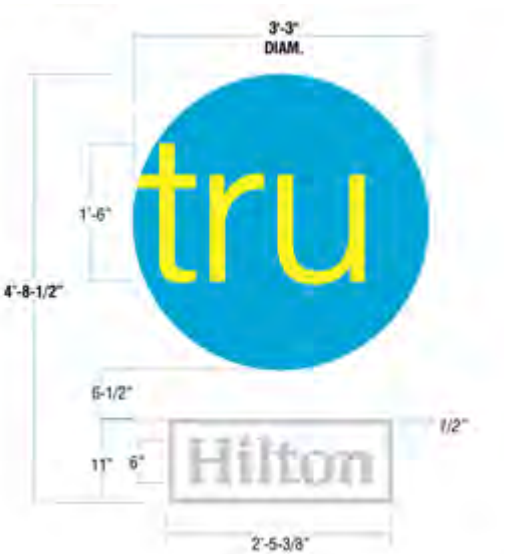
GROUND SIGN REQUIREMENTS - SIGN 4			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	4'
MAX. WIDTH	Sec. 86-67 (2)	10'	15'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	60 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	15'
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NOT APPLICABLE, SINGLE FACED

GROUND SIGN REQUIREMENTS - TRAILHEAD SIGN 5			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	7'
MAX. WIDTH	Sec. 86-67 (2)	10'	4'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	28 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	YES



WALL SIGN REQUIREMENTS - TRU HOTEL WEST FACADE SIGN 6A			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	32'-10"
MAX. WIDTH	Sec. 86-67 (2)	10'	16'-5"
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	460 SF

TRU HOTEL WEST FACADE
SIGN 6A



TRU HOTEL EAST FACADE
SIGN 6B



TRU HOTEL GROUND
SIGN 7

WALL SIGN REQUIREMENTS - TRU HOTEL EAST FACADE SIGN 6B			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-68 (a)(6)	6'	5'
MAX. WIDTH	Sec. 86-68 (a)(6)	105' (55% of 192')	4'
MAX. SIGN AREA	Sec. 86-68 (a)(4)	300 SF	20 SF
MAX. DEPTH	Sec. 86-68 (a)(3)	1'	1.5'

GROUND SIGN REQUIREMENTS - TRU HOTEL GROUND SIGN 7			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	8'
MAX. WIDTH	Sec. 86-67 (2)	10'	5'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	40 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	YES



MEMORANDUM

To: Robert L. Pruett Jr, P.E.
Cates-Clark & Associates, LLP

From: Jeffrey Whitacre, P.E., AICP, PTP
Kimley-Horn and Associates, Inc.
TPBE Registered Firm Number F-928

Date: November 30, 2017

Re: The Point Parking Study
Flower Mound, Texas

PURPOSE

Kimley-Horn and Associates, Inc. was retained by Cates-Clark & Associates, LLP to conduct a parking study for the proposed development, The Point, located on the northeast corner of FM 2499 & Silveron Boulevard in the Town of Flower Mound, Texas. This memorandum summarizes the results of the parking study required in Section 82-73 of the Town's Code of Ordinances.

According to the conceptual site plan (see **Appendix**), the 34.5-acre site is planned to have 18 buildings and include the following:

- **Office Land Use:** 67,300 ft²
- **Restaurant Land Use:** 10,000 ft²
- **Retail Land Use:** 10,000 ft²
- **Multi-Family Land Use:** 577 Dwelling Units
- **Hotel Land Use:** 100 Keys

This study is intended to determine the number of parking spaces needed on site in order to adequately serve The Point development and meet requirements outlined by the Town of Flower Mound, the Institute of Transportation Engineers (ITE), and the Urban Land Institute (ULI).

METHODOLOGY

Three (3) analyses were performed for this study:

- **Flower Mound Code of Ordinances**
Utilized off-street parking requirements outlined in Section 82-74.
- **ITE Parking Generation**
Utilized the average peak period parking demand rates.
- **ULI Shared Parking Generation**
Utilized base rates as well as time distribution of parking demand.



PROPOSED SUPPLY

Based on the conceptual site plan for The Point, 1,305 spaces are planned to be provided on site.

Table 1 outlines the total number of spaces currently planned to be provided for each land use.

Table 1 -The Point Planned Parking		
Land Use	Intensity/Units	Provided Parking
Multifamily/Carriage House	577	896 *
Restaurant	10,000	49
Retail	10,000	48
Hotel	100	108
Office	67,300	204
Total		1,305

*The Point proposes a parking ratio for residential dwellings (multifamily and carriage house) of 1.5 spaces per dwelling unit. This "per dwelling unit" parking requirement is based on one space per bedroom, with a mix of one, two, and three bedroom units being developed. For a commercial ready unit, one space for each 500 square feet of floor area is proposed. Commercial ready units may be used as "dwelling units".

PARKING ANALYSIS

Flower Mound Code of Ordinances

As stated in Section 82-73 of the Town's Code of Ordinances, the required number of parking spaces for a proposed development is to be based on the requirements listed in section 82-74. These sections of the Town's Code of Ordinances are provided in the **Appendix**.

Based on the site plan provided, office, retail, multifamily, and hotel land uses are all proposed on site. The retail planned on site was assumed to be a 50/50 split between restaurant and general retail. When developments are considered "large," requiring over 250 parking spaces, a minimum reduction of 20% from the sum of the specific parking required for each use is required.

Table 2 summarizes the specified land uses, the corresponding parking unit, and the parking required based on the Town's Code of Ordinances. Using base ratios outlined in the Town's Code of Ordinances, 1,651 spaces are required for The Point site. Considering the site as a large development and reducing the parking by the required 20% results in 1,320 required spaces.

Table 2 - Town Parking Requirements				
Land Use	Intensity/Units	Parking Requirement	Parking	Reduced Parking
Multifamily	577	2 spaces per dwelling unit	1,154	923
Restaurant	10,000	1 space per 75 square feet	133	106
Retail	10,000	1 space per 250 square feet	40	32
Hotel	100	1 space per guest suite	100	80
Office	67,300	1 space per 300 square feet	224	179
Total			1,651	1,320



ITE Parking Generation

The *ITE Parking Generation Manual* summarizes collected parking demand data which is compiled into statistics. Average peak period demand rates were used for each specified land use to obtain an anticipated parking demand for The Point site.

During the late evening/early morning, both multifamily and hotel land uses experience their peak demand. Other hotel peak demand times occur around noon and during the late evening. Similarly, office land use has multiple peak demand times. Office land use experiences its peak demand from morning-noon and during the late afternoon/early evening. Around noon, restaurant land uses experience their peak demand. Retail land uses have a very specific peak demand time, occurring during December from 11:00 AM to 9:00 PM.

Table 3 summarizes the analysis carried out using the *Parking Generation Manual*. Based on the peak period demand and The Point site, the anticipated parking demand is 1,113 spaces.

Table 3 - ITE Parking Generation			
Land Use	Intensity/Units	Parking Requirement	Parking
Multifamily	577	1.20 vehicles per dwelling unit	692
Restaurant	10,000	10.1 vehicles per 1,000 square feet	101
Retail	10,000	3.76 vehicles per 1,000 square feet	38
Hotel	100	0.91 vehicles per room	91
Office	67,300	2.84 vehicles per 1,000 square feet	191
Total			1,113

ULI Parking Generation

ULI's *Shared Parking* collects parking usage data and calculates peak parking demands for various land uses. ULI provides a rate for both visitors and employees for each land use. Using the ULI base parking ratios, peak parking supply can be calculated.

In addition to peak rates, ULI *Shared Parking* identifies time distributions of parking demand through an average day. By factoring the peak parking demand of each land use, the actual parking demand for each hour of the day can be modeled, taking into account that the same space can be used by different land uses throughout the day. Using the ULI base parking supply as a starting point, time factors can be applied to yield the hourly peak parking demand.

Table 4 shows the ULI recommended parking using base parking ratios as well as anticipated parking during the weekday peak period which is anticipated to occur from 8:00 to 9:00 PM. The time of day adjusted shared parking numbers reduced anticipated demand from 1,563 spaces to 1,263 spaces.



Table 4 - ULI Parking Generation					
Land Use	Intensity/Units	Parking Ratio	Base Parking	Time of Day Factor for Weekdays	ULI Shared Parking
Visitor					
Multifamily	577	0.15 spaces per unit	87	100%	87
Restaurant	10,000	9.0 spaces per 1,000 square feet	90	80%	72
Retail	10,000	2.9 spaces per 1,000 square feet	29	80%	23
Hotel	100	1.0 spaces per room	100	80%	80
Office	67,300	0.25 spaces per 1,000 square feet	17	1%	0
Employee					
Multifamily	577	0.15 spaces per unit	981	98%	961
Restaurant	10,000	9.0 spaces per 1,000 square feet	15	95%	14
Retail	10,000	2.9 spaces per 1,000 square feet	7	90%	6
Hotel	100	1.0 spaces per room	25	20%	5
Office	67,300	0.25 spaces per 1,000 square feet	212	7%	15
Total			1,563		1,263

PARKING ANALYSIS SUMMARY

According to the three analyses carried out, the current conceptual site plan exceeds the number of spaces considering guidance provided by both ITE and ULI. However, using requirements set forth in the Town's Code of Ordinances, the site plan is under parked by 15 spaces. **Table 5** summarizes the anticipated parking supply for The Point and the parking projections based on the three analyses.

Table 5 - Parking Analysis Summary						
Land Use	Provided Parking	City Required Parking	Large Development City Required Parking	ITE Parking	ULI Base Parking	ULI Shared Parking
Multifamily	896	1,154	923	692	1,068	1,048
Restaurant	49	133	106	101	105	86
Retail	48	40	32	38	36	29
Hotel	108	100	80	91	125	85
Office	204	224	179	191	229	15
Total	1,305	1,651	1,320	1,113	1,563	1,263

LOT UTILIZATION ANALYSIS

Typical practice for parking lot design attempts to achieve a lot utilization of around 80% to 90% during peak periods. Drivers entering a parking lot with a utilization in this range get perceive that the lot still has openings. As this utilization approaches 100%, driver's perception of the lot capacity changes to thinking it is full. This can lead to an increase in illegal parking.

The ITE peak parking demand analysis projects a peak parking demand of 1,113 parking spaces. **Table 6** shows the range of spaces needed to have a 100%, 90%, and 80% parking space utilization based on the anticipated peak parking demand.



Table 6 - Lot Utilization Analysis		
100 % Parked (Peak ITE Demand)	90% Parked (10% Open)	80% Parked (20% Open)
1,113	1,237	1,391

When attempting to provide for 80% to 90% utilization, it is estimated that The Point site parking lot would need a supply of 1,237 to 1,391 spaces. Based on the current site plan, The Point site is planned to provide 1,305 spaces which is within this range. The proposed parking planned on site results in a lot utilization of about 85%.

CONCLUSIONS

The current conceptual site plan for The Point provides 1,305 spaces. Based on the analyses carried out, a supply ranging from 1,113 to 1,320 spaces is projected to be needed for The Point site. Both ITE and ULI analyses conducted yielded less spaces than requirements provided by the Town. Furthermore, when considering “large” developments the Town’s Code of Ordinances states a **minimum** reduction of 20% is to be applied. If this were to be increased to 22% for The Point site, adequate parking would be provided based on requirements set forth by the Town and the site plan.

Using ITE parking demand projections, the anticipated 1,305 spaces provided on site of The Point is anticipated to provide a parking utilization of 85%. Parking lot design typically aims to provide 80% to 90% utilization. The planned 1,305 spaces are within this range of utilization.

The proposed parking of 1,305 spaces nearly meets the base required 20% reduced parking requirement outlined in the Town’s Code of Ordinance and falls within the target parking lot utilization of 80% to 90% based on demand projections. Based on this, it is anticipated that the proposed parking for The Point site will provide adequate and safe parking for drivers.

If you have any questions, please contact me at jeff.whitacre@kimley-horn.com or by phone at 817-339-2254.



Appendix

Conceptual Site Plan

Town of Flower Mound Code of Ordinances Sections 82-73 & 82-74



Conceptual Site Plan

The conceptual elevations attached to Planned Development District -156 (PD-156) denote building numbers that correspond with the anticipated respective location(s) for a use or mix of uses provided on this conceptual site plan. The reference to building numbers shall ensure that, for example, a multifamily building shall comply with the corresponding conceptual elevation (i.e., Typical Multifamily Building). As such, if a site plan application is submitted for a use (or uses) in a different location than that shown on this conceptual site plan, then the corresponding elevation shall apply.



MASTER PLAN FEATURES	
Land Use Plan	Lakeside Business District
Specific Plans	N/A
Urban Design Plan	Lakeside Business District
Parks and Trails	Required Multi use trail along FM2499
Thoroughfare Plan	FM 2499 (Major Arterial), Silveron Blvd (Urban Minor Arterial), Lake Forest Blvd, Lake Forest Blvd, is a pending thoroughfare plan amendment and is subject to becoming a mutual access easement (Urban Minor Arterial)
Water Plan	Lakeside Service Area - 12" Water along FM 2499, 12" Water along Silveron Blvd, 12" Water stub at Lake Forest Blvd
Wastewater Plan	8" gravity main flowing south along FM 2499, 8" gravity main along Silveron Blvd flowing southwest from intersection with future Lake Forest
Economic Impact	\$100 million ad valorem, HOT and additional revenue streams TBD

According to the federal emergency management agency (FEMA) - national flood insurance program (NFIP) - flood insurance rate map (FIRM) - for the Tarrant county, Texas and incorporated areas - map no 48439c0110k, map revised, September 25, 2009

Drainage from the site will be conveyed in underground storm sewer systems and underground detention systems to the existing drainage system in FM 2499/Silveron Blvd that drains to the south and the existing drainage system in Silveron Blvd that drains to the east; from the planned old intersection with Lake Forest Blvd, the green space on the northeast end of the site will drain to the existing creek which flows to Denton Creek. Detention will be sized to contain the difference between existing conditions and proposed conditions

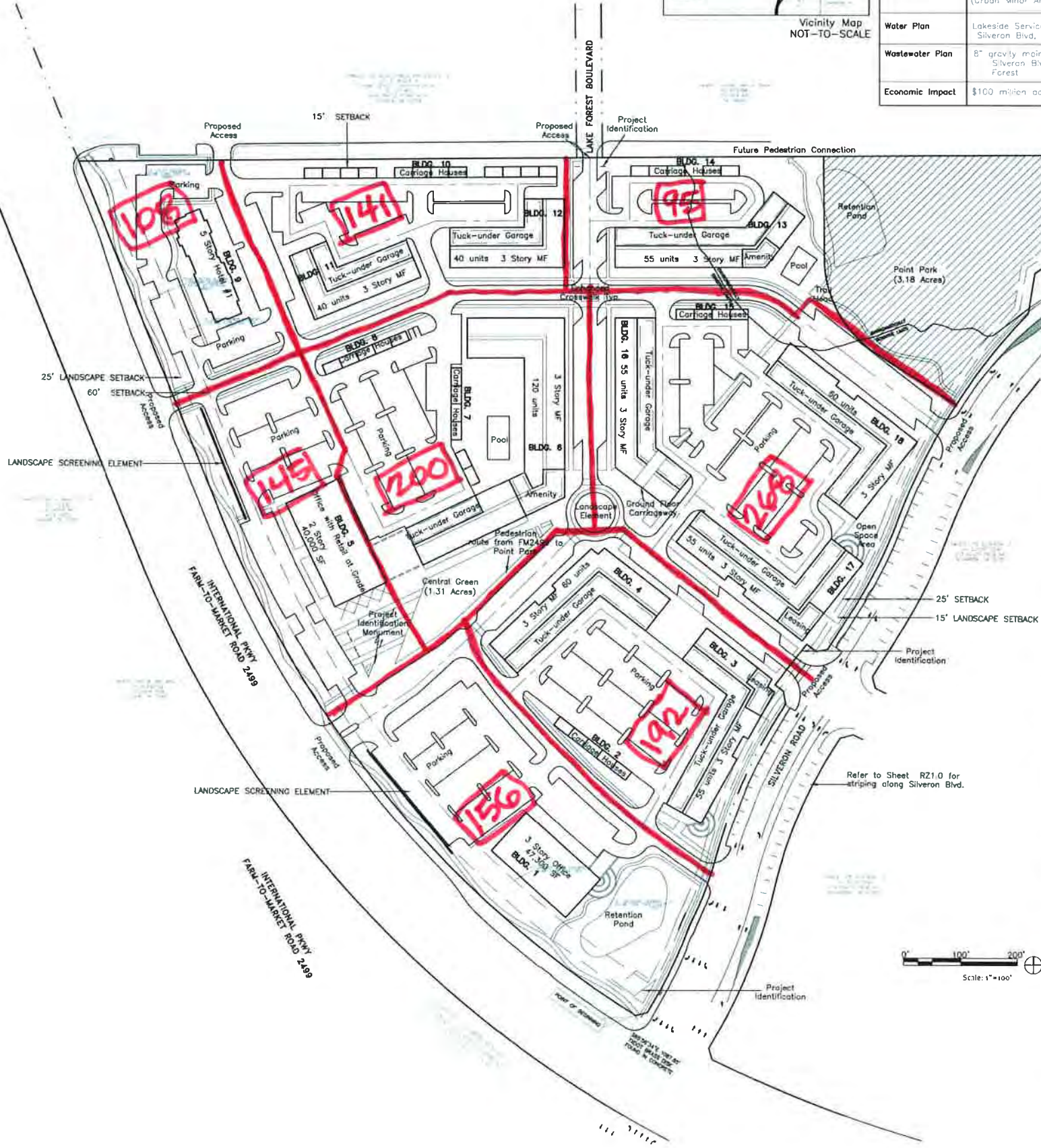
All Drive Approaches to be 24 feet with 20 feet turning Radius
All Fire Lanes to be 26 feet, with 25 feet turning Radius

JHP

JHP Architecture / Urban Design
8340 Meadow Road Suite 150
Dallas, Texas 75231
Telephone: 214-363-5687
Fax: 214-363-9563

Michael L. Arbour
Registered Architect of the State of TEXAS
Registration Number: 11958

- Notes:
1. All retaining/detention walls, turn-down curbs, tree retaining walls shall be clad in a material to complement the materials and colors within this development
 2. 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
 3. All roof-mounted mechanical units and/or equipment shall be screened from view
 4. Dumpster screening wall shall be clad in a material to match the material on the main building
 5. Dumpster screening wall requires a separate building permit
 6. Signs require a separate building permit. Any signs depicted on the subject site plan/elevations are not approved as a part of this review and must comply with all applicable town regulations
 7. Retaining walls 4 feet in height or taller, including footings, will require a separate building permit through the building department
 8. Locations of all outdoor seating areas, gathering areas, dining areas, and permeable open space areas may be revised during site plan review for each building.



Building Summary										
Bldg	No. of Stories	Gross Square Feet	Use	Number of Dwelling Units	Commercial ** Ready Units	Total Number Dwelling Units, Carriage House & Commercial Ready Units	* Required Parking Ratio	Required Parking	Total Required Parking	Provided Parking
1	3	49,500	Office				1 / 500 sf	495	495	158
2	2-3	5,700	Carriage House	8			1.5 per Unit	8		
3	3	71,500	Multifamily, Commercial Ready Units	38	5	120	1.5 per Unit	83	158	192
4	3	71,500	Multifamily & Commercial Ready Units	39	5		1.5 per Unit	90		
5	2	Retail 20,000 Office 20,000	Retail Office				1 / 250 sf 1 / 300 sf	80 66	140	145
6	3	135,360	Multifamily & Commercial Ready Units	115	5		1.5 per Unit	180		
7	2-3	8,600	Carriage House	8		131	1.5 per Unit	8	187	200
8	2-3	5,400	Carriage House	8			1.5 per Unit	8		
9	5	57,500	Hotel	100		100	1 per Room	100	100	108
10	2-3	13,500	Carriage House	12			1.5 per Unit	18		
11	3	52,500	Multifamily	40		92	1.5 per Unit	80	118	121
12	3	52,500	Multifamily	40			1.5 per Unit	80		
13	3	71,500	Multifamily	35		60	1.5 per Unit	83	81	90
14	2-3	5,700	Carriage House	8			1.5 per Unit	8		
15	2-3	4,500	Carriage House	8			1.5 per Unit	8		
16	3	71,500	Multifamily	35		74	1.5 per Unit	83	260	268
17	3	78,900	Multifamily & Commercial Ready Units	45	10		1.5 per Unit	88		
18	3	75,900	Multifamily	60			1.5 per Unit	90		
Total		902,800		553 Dwelling Units 24 Commercial Ready Units 100 Hotel Rooms					1,224 1,872 1,872	1,804

*Commercial ready units may be subject to a maximum of 100% occupancy based on a dwelling unit
**A parking space can be shared with multiple units, commercial spaces or a dwelling unit
A parking space required for every 500 sq ft of floor area for a commercial ready unit
Required parking will be confirmed with each respective site plan application

Project Name: The Point
Street Address: Unplatted, Not Assigned
Site Area: 34.551 Acres
Existing Zoning: PD-31, Trail 1- Campus Commercial
Existing Land Use: Undeveloped

Owner Information:
Grand Saville, LP
3701 Saville Court
Plano, TX 75093

Surveyor Information:
J. Knight Survey, Abstract No. 692
J. Tarrant Survey, Abstract No. 1252

Engineer Information:
Cores-Care & Associates, LLP
14200 Quorum Drive, Suite 200
Dallas, Texas 75254
972.335.2272 x102

THE POINT
Flower Mound, Denton County, TX

Conceptual Site Plan

Project Number: 2017031
Drawn By: GP
Issue For: Master Plan Amendment
Date: 11/22/2017

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Revision Date

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Town of Flower Mound Code of Ordinances Sections 82-73 & 82-74

Sec. 82-73. - Computing parking and loading requirements.

The number of parking spaces required for a specific development proposal shall be based on the requirements listed in section 82-74, Off-street parking and loading space requirements, and the following provisions:

- (1) *Deviation of required spaces.* The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.
- (2) *Unlisted uses.* Where questions arise concerning the minimum off-street parking and loading requirements for any use not specifically listed, the requirements may be interpreted by the town as those of a similar use.
- (3) *Large developments.* A large development is defined as any development that is required to provide over 250 parking spaces based on the parking ratios listed in section 82-74. All large developments are required to provide a parking study as defined in this section and should provide a minimum reduction of 20 percent from the sum of the specific parking required for each use.
- (4) *Parking study.* A parking study required by this article shall be reviewed by the town along with any traffic engineering and planning data that are appropriate to the establishment of a parking requirement for the use proposed. A parking study, when required by this article, shall include, but not be limited to, estimates of parking requirements based on recommendations in studies such as those from the Urban Land Institute, the Institute of Traffic Engineers, or the Traffic Institute, and based on data collected from uses or combinations of uses that are the same or comparable to the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity and location. The analysis must include a shared parking analysis based on the mixture of uses and corresponding peak demand. Specifically, the parking required for restaurants should be included in the study and be determined by the number, location, and type of restaurants proposed. The study shall document the source of data used to develop recommendations.
- (5) *Location.* All required parking shall be located and arranged on the site to insure optimal access and use.

- (6) *Fractions.* When measurements determining the number of required parking and loading spaces result in fractions, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall be rounded upward to the next highest full number.
- (7) *Seating capacity.* Where parking ratios are specified in terms of the number of seats, this shall be interpreted to mean maximum seating capacity as determined using the standards of the uniform building code.
- (8) *Floor area.* Floor area of structures devoted to off-street parking of vehicles shall be excluded in computing the off-street parking and loading requirements of any use.

(Code 1989, ch. 12, § 5.02(c); Ord. No. 62-04, § 4, 7-19-2004)

Sec. 82-74. - Off-street parking and loading space requirements.

The following are the off-street parking and loading space requirements:

SCHEDULE OF PARKING AND LOADING REQUIREMENTS

Use Type	Parking
<i>Residential Uses</i>	
All residential uses	2 spaces per dwelling unit
<i>Educational, institutional and special uses</i>	
Church or rectory	1 space per 3 seats in main sanctuary
College or university	A space per classroom/instruction area plus 1 space per 3 students accommodated
Day care center	1 space per 4 persons accommodated

Fraternal club or lodge	1 space per 4 persons accommodated
Hospital	2 spaces per 3 beds
Institution, drug or psychiatric treatment	2 spaces per 3 beds
Medical office	1 space per 250 square feet
Museum, library or art gallery (public)	10 plus 1 space per 500 square feet
Nursing or congregate care facility	2 spaces per 3 beds
School, elementary or secondary	Elem. or Jr. High, 1 space per classroom plus 1 space per 3 seats in gym or assembly; high school (see college)
<i>Utility and public service uses</i>	
All utility and public service uses	To be determined by town engineer
<i>Transportation-related uses</i>	
All Transportation-related uses	To be determined by town engineer
<i>Retail uses</i>	
Restaurant	1 space per 75 square feet
All other retail uses	1 space per 250 square feet
<i>Personal service uses</i>	

Hotel or motel	1 space per guest suite plus specified requirements for restaurant and other associated uses
Laboratory, medical and dental	1 space per 300 square feet
Office, general business and professional	1 space per 300 square feet
Studio, television or radio	1 space per 300 square feet
All other personal service uses	1 space per 250 square feet
<i>Recreational and entertainment uses</i>	
Amusement and recreation (indoors)	10 spaces, plus 1 space per 200 square feet over 2,000 square feet; bowling alleys: 6 per bowling lane
Health club or athletic club	1 space per 250 square feet
Stable, commercial boarding or rental	1 space per 2 stalls
Theater	1 space per 3 seats
<i>Automobile and related service uses</i>	
Car wash, self-service	2 spaces plus 1 space per bay for drying area
Motor vehicle fuel service station	6 spaces
All other automobile and related service uses	1 space per 250 square feet

<i>Heavy commercial uses</i>	
Building material sales and storage (indoors)	1 space per 250 square feet
Building material sales or storage (outdoors)	1 space per 250 square feet
Cabinet and upholstery shop	1 space per 750 square feet
Cleaning, dyeing or laundry plant	1 space per 750 square feet
Laboratory, manufacturing	1 space per 750 square feet
Laboratory, scientific and research	1 space per 750 square feet
Lithographic or print shop	1 space per 250 square feet
Maintenance service	1 space per 750 square feet
Miniwarehouse	1 space per 75 storage bays with minimum of 3 spaces
Office-showroom/warehouse	Retail — 1 space per 250 square feet; Office — 1 space per 300 square feet; Showroom/warehouse — 1 space per 2,000 square feet
Repair services, general	1 space per 250 square feet
Warehousing and wholesale, general	1 space per 2,000 square feet
Vehicle and equipment sales or rental	1 space per 250 square feet

Welding or machine shop	1 space per 250 square feet
<i>Industrial uses</i>	
All industrial uses	1 space per 750 square feet
<i>Agriculture and extractive uses</i>	
Feed store	1 space per 250 square feet
Greenhouse, wholesale	1 space per 500 square feet

(Code 1989, ch. 12, § 5.02(d); Ord. No. 75-99, § 4, 12-6-1999; Ord. No. 14-00, § 10, 2-17-2000; Ord. No. 40-00, § 2, 6-5-2000; Ord. No. 48-03, § 2, 8-18-2003; Ord. No. 62-04, § 5, 7-19-2004; Ord. No. 06-12, § 7, 2-20-2012)

Sec. 82-75. - Off-site parking.

Required off-street parking spaces shall be on the same lot as the principal use, provided that all or a portion of the required parking spaces may be located on a separate lot from the lot on which the principal use is located, based on the following provisions:

- (1) *Contiguous.* The off-site parking shall be located on a lot that is immediately adjacent to, and contiguous with the lot containing the principal use.
- (2) *Ownership.* If a proposed off-site parking area is not under the same ownership as the principal use to which it is accessory, all necessary legal instruments shall be executed to ensure that the required number of spaces shall remain available throughout the life of the principal use.
- (3) *Zoning.* An off-site parking area shall be located on a lot zoned to permit the principal use as a permitted or specific use. If the principal use is authorized as a specific use in the district in which the proposed off-site parking area is to be located, a specific use permit shall be required for the off-site parking area.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 33-00

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES (LAND DEVELOPMENT CODE) AND REPEALING ORDINANCE NUMBER 69-85 OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 281.443 ACRES OF LAND IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NUMBER 692 AND THE J.N. TANNEHILL SURVEY, ABSTRACT NUMBER 1252, BY AMENDING THE ZONING EXHIBIT WITHIN PLANNED DEVELOPMENT NUMBER 31 (PD-31), WHICH ALLOWS FOR COMMERCIAL DISTRICT-2 (C-2) AND INDUSTRIAL DISTRICT-1 (I-1) USES TO PLANNED DEVELOPMENT NUMBER 31 (PD-31) FOR CAMPUS COMMERCIAL DISTRICT (CC) AND CAMPUS INDUSTRIAL DISTRICT (CI), AND BY CHANGING THE ZONING ON APPROXIMATELY 128.31 ACRES OF LAND IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NUMBER 692 FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT NUMBER 31 (PD-31) FOR CAMPUS COMMERCIAL DISTRICT (CC) AND CAMPUS INDUSTRIAL DISTRICT (CI) REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended the amendment Chapter 12 of the Code of Ordinances (Land Development Code) and repealing Ordinance Number 69-85 of the Town of Flower Mound, Texas, by changing the zoning on approximately 281.443 acres of land in the Joseph Knight Survey, Abstract Number 692 and the J.N. Tannehill Survey, Abstract Number 1252, by amending the zoning exhibit within Planned Development Number 31 (PD-31), which allows for Commercial District-2 (C-2) and Industrial District-1 (I-1) uses to Planned Development Number 31 (PD-31) for Campus Commercial District (CC) and Campus Industrial District (CI), and by changing the zoning on approximately 128.31 acres in the Joseph Knight Survey, Abstract Number 692 from Agricultural District (A) to Planned Development Number 31 (PD-31) for Campus Commercial District (CC) and Campus Industrial District (CI); and,

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Flower Mound, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town that the zoning on approximately 281.443 acres of land in the Joseph Knight Survey, Abstract Number 692 and the J.N. Tannehill Survey, Abstract Number 1252 and the zoning of an additional 128.31 acres land in the Joseph Knight Survey, Abstract Number 692 be amended as described below;

ORDINANCE NO. 33-00

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

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, the official zoning map, Exhibit "A" to Chapter 12 of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended and changed in the following particulars, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Land Development Code are not amended, but shall remain intact and are hereby ratified, verified, and affirmed:

- "A. The uses allowed on a certain tract of land being approximately 281.443 acres of land in the Joseph Knight Survey, Abstract Number 692 and the J.N. Tannehill Survey, Abstract Number 1252, Flower Mound, Denton County, Texas, and more fully described in Exhibit "A," attached hereto and incorporated herein, presently zoned as Planned Development Number 31 (PD-31) with Commercial District-2 (C-2) and Industrial District-1 (I-1) uses and a certain tract of land being approximately 128.31 acres of land in the Joseph Knight Survey, Abstract Number 692, Flower Mound, Denton County, Texas, and more fully described in Exhibit "A," attached hereto and incorporated herein, presently zoned Agricultural District (A) are changed to Planned Development Number 31 (PD-31) with Campus Commercial District (CC) and Campus Industrial District (CI) uses in accordance with Exhibit "B," attached hereto and incorporated herein."

SECTION 3

A general development plan, depicting the general tract sizes and zoning classifications thereof, is attached hereto as Exhibit "C" and incorporated herein.

SECTION 4

All ordinances, orders, or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

SECTION 5

If any section, subsection, clause, phrase, or provision of this Ordinance is for any reason held unconstitutional or void by a court of competent jurisdiction, the

ORDINANCE NO. 33-00

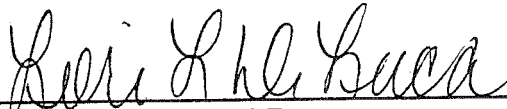
remainder of the ordinance shall continue in effect as if the invalid portion had never been included.

SECTION 6

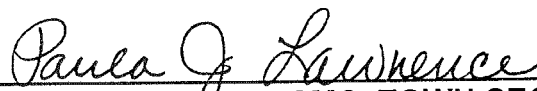
This Ordinance shall take effect and be in full force from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN
OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE
17TH DAY OF APRIL, 2000.

APPROVED:


Lori DeLuca, MAYOR

ATTEST:


Paula J. Lawrence, CMC, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

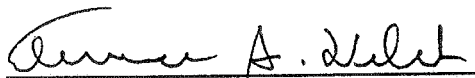

Terrence S. Welch, TOWN ATTORNEY

EXHIBIT "A-1"

Legal Descriptions

TRACT I: BEING 288.497 acres of land located in the JOSEPH KNIGHT SURVEY, Abstract No. 692, and the J.N. TANNEHILL SURVEY, Abstract No. 1252, Denton County, Texas, and being a portion of the 284.535 acre tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust, by the deed recorded in Volume 1360, Page 433 of the Real Property Records of Denton County, Texas, and all of the 4.003 acre tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust, by the deed recorded in Volume 1470, Page 279 of the Real Property Records of Denton County, Texas, and all of the tracts of land conveyed to Trustees, E-Systems, Inc., Pool Trust by the deeds recorded in Denton County Clerk's Files No. 96R-0075624, No. 96R-0085598 and No. 96-0091514. Said 208.496 acres of land being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod at the intersection of the East boundary line of said 284.535 acre tract with the North right-of-way line of Farm-to-Market Road No. 2499 (a 160 foot wide right-of-way). Said Point of Beginning also being located at a point S 89° 52' 42" E 3690.83 feet, and THENCE N 00° 20' 16" W 767.37 feet from the Southwest corner of said JOSEPH KNIGHT SURVEY;

THENCE Along the North right-of-way line of said Farm-to-Market Road No. 2499, as follows:

1. S 89° 46' 02" W 1790.47 feet, to a concrete Texas Highway Department Right-of-way Monument found, at the beginning of a curve to the Right;
2. NORTHWESTERLY 2189.77 feet, along said curve to the Right, having a radius of 1829.86 feet, a central angle of 68° 33' 54" and a chord bearing N 55° 57' 01" W 2061.41 feet to a concrete Texas Highway Department Right-of-way Monument found, at the end of said curve;
3. N 21° 40' 04" W 1224.17 feet, to a 1/2" iron rod set, at the intersection of the centerline of Old Donald Road, being the North boundary line of aforesaid 284.535 acre tract;

THENCE S 88° 39' 39" E 257.70 feet, along the centerline of said Old Donald Road to a 1/2" iron rod set, at the intersection of the common boundary between the aforesaid KNIGHT and TANNEHILL SURVEYS;

THENCE SOUTH along the common line between said surveys, generally following a fence at 25.0 feet passing a 1/2" iron rod in the former South right-of-way line of said Old Donald Road, and in all 499.95 feet along the West boundary line of the tract of land conveyed to Mae Powell, by the deed recorded in Volume 373, Page 467 of the Deed Records of Denton County, Texas, to a 1/2" iron rod set, at the Southwest corner of said Powell Tract;

THENCE N 89° 52' 08" E 857.83 feet, along a fence in the South boundary line of said Mae Powell Tract to a 1/2" iron rod set, at the Southeast corner of said Powell Tract;

THENCE N 00° 15' 17" W 2557.72 feet, along the East boundary line of said Powell Tract to a 1/2" iron rod set, in the South right-of-way line of Spinks Road;

THENCE S 89° 10' 58" E 742.23 feet, along the South right-of-way line of said Spinks Road to a 1/2" iron rod set, at the Northwest corner of the Tract of land conveyed to Thomas W. Harris and wife Mary Anne Harris by Denton County Clerk's File No. 96R-0075623;

THENCE S 00° 15' 17" E 1457.48 feet, departing said Spinks Road and running along the West boundary line of said Harris Tract to a 1/2" iron rod set, at the Southwest corner of said Harris Tract;

1. S 01° 40' 34" E 284.72 feet, to a 1/2" iron rod set at the beginning of a curve to the left;
2. SOUTHEASTERLY 145.72 feet, along said curve to the left having a radius of 1000.00 feet, a central angle of 08° 20' 57" and a chord bearing S 85° 57' 00" E 145.59 feet to a 1/2" iron rod set at the end of said curve;
3. N 89° 52' 32" E 177.01 feet, to a 1/2" iron rod set at the Southeast corner of said Harris Tract, lying at the most Westerly Northwest corner of the Tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust according to Denton County Clerk's File No. 96R-0075624;

THENCE N 89° 52' 32" E 272.92 feet, along the most Southerly North boundary line of said E-Systems Tract to a 1/2" iron rod set;

THENCE N 04° 03' 59" W 1500.05 feet, along the West boundary line of said E-Systems Tract to a 1/2" iron rod set, at the most Northerly Northwest corner of said E-Systems Tract, lying in the South right-of-way line of aforesaid Spinks Road;

THENCE Along the South right-of-way line of said Spinks Road as follows:

1. S 89° 08' 14" E 200.63 feet to a 5/8" iron rod found, at the Northeast corner of the aforesaid E-Systems Tract, being the Northwest corner of the Tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust according to Denton County Clerk's File No. 96R-0065598;
2. S 89° 20' 53" E 470.78 feet along the North boundary line of said E-Systems Tract to a 1/2" iron rod set, at the Northeast corner thereof, being the Northwest corner of the Tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust according to Denton County Clerk's File No. 96-0091514;
3. S 89° 23' 28" E 560.49 feet to a 1/2" iron rod found, at the most Northerly Northeast corner of said E-Systems Tract;

THENCE S 00° 26' 21" E 484.96 feet departing said right-of-way line and running along the most Westerly East boundary line of said E-Systems Tract to a 1/2" iron rod found;

THENCE N 89° 33' 41" E 360.08 feet along the most Southerly North boundary line of said E-Systems Tract to a 1/2" iron rod found, at the most Easterly Northeast corner of said E-Systems Tract, lying in the West boundary line of the Tract of land conveyed to United States of America by the deed recorded in Volume 2014, Page 746 of the Deed Records of Denton County, Texas;

THENCE Along the East boundary line of said E-Systems Tract and the west boundary line of said United State of America Tract as follows:

1. S 00° 25' 16" E 729.74 feet to a 1/2" iron rod set;
2. S 89° 22' 53" W 90.00 feet to a 5/8" iron rod found;
3. S 00° 37' 07" E 100.56 feet to a 5/8" iron rod found, at the Southwest corner of said United States of America Tract;
4. N 89° 18' 55" E 130.17 feet to a 5/8" iron rod found, at the Southeast corner of said United States of America Tract, lying in the West boundary line of the Tract of land conveyed to Suzann Ruff by the deed recorded in Volume 2162, Page 247 of the Deed Records of Denton County, Texas;

THENCE Along the East boundary line of said E-Systems Tract and the West boundary line of said Ruff Tract, also being the same line defined by the boundary line agreement recorded in Denton County Clerk's File No. 96-R0025321, as follows:

1. S 00° 03' 24" E 421.68 feet to a 60d nail found;

03-14-00 17:11

From-

Attachment 3: Planning and Zoning Commission Staff Report

3. S 00° 47' 23" E 902.24 feet to a 6" steel fence post found at the Southeast corner of said E-Systems Tract;

THENCE N 69° 32' 38" W 341.96 feet along the South boundary line of said E-Systems Tract to a 6" steel fence post found, at the most Easterly Northeast corner of the Tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust by the deed recorded in Volume 1360, Page 433 of the Deed Records of Denton County, Texas;

THENCE S 00° 20' 16" E 1259.09 feet along the East boundary line of said E-Systems Tract to THE PLACE OF BEGINNING, containing 288.497 acres of land.

EXHIBIT "A-2"

Legal Descriptions

TRACT I:

B.

BEING 72.948 acres of land located in the JOSEPH KNIGHT SURVEY, Abstract No. 692, and the J.N. TANNEHILL SURVEY, Abstract No. 1252, Denton County, Texas, and being a portion of the 284.535 acre tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust, by the deed recorded in Volume 1360, Page 433 of the Real Property Records of Denton County, Texas. Said 72.948 acres of land being more particularly described by metes and bounds, as follows:

BEGINNING at a 3/4" iron pipe found, at a fence corner marking the Southwest of said JOSEPH KNIGHT SURVEY and the Southeast corner of said J.N. TANNEHILL SURVEY, and lying in the boundary line between Denton and Tarrant Counties;

THENCE N 00° 20' 37" W 1663.16 feet along the common line between said KNIGHT and TANNEHILL SURVEYS to a fence post at the Northeast corner of the tract of land conveyed to M.E. S.Z. & S.J. Colville, by the deed recorded in Volume 82, Page 213 of the Deed Records of Denton County, Texas;

THENCE N 87° 58' 47" W 209.85 feet along a fence and the North boundary line of said Colville Tract to a 1/2" iron rod found, at the Southeast corner of the tract of land conveyed to Austin Allen Roach, et ux., Elizabeth M. Roach, by the deed recorded in Volume 811, Page 519 of the Deed Records of Denton County, Texas;

THENCE N 00° 09' 36" W 573.63 feet to a 1/2" iron rod found, at the Northeast corner of said Roach Tract;

THENCE S 89° 23' 57" W 64.15 feet along the North boundary line of said Roach Tract to a fence post at the Southeast corner of the tract of land conveyed to Sadie S. Allen, by the deed recorded in Volume 865, Page 760 of the Deed Records of Denton County, Texas;

THENCE along the East and North boundary line of said Allen Tract, also being the West boundary line of aforesaid 284.535 acre tract, as follows:

1. N 00° 49' 28" W 273.48 feet to a 1/2" iron rod found;
2. N 85° 13' 07" W 129.73 feet to a 1/2" iron rod found;
3. N 07° 24' 36" E 321.52 feet to a 1/2" iron rod found, at the most Northerly Northeast corner of said Allen Tract;
4. S 89° 24' 24" W 483.82 feet along the North boundary line of said Allen Tract to a 1/2" iron rod set, at the Northwest corner thereof, lying in the East right-of-way line of Old Farm-to-Market Road No. 2499;

THENCE N 00° 07' 00" W along the East right-of-way line of said Old Farm-to-Market Road No. 2499, at 193.76 feet passing a 1/2" iron rod in the South right-of-way line of Old Donald Road, and in all 218.76 feet, to a 1/2" iron rod set, in the centerline of said Old Donald Road;

THENCE S 88° 39' 39" E 423.79 feet along the centerline of said Old Donald Road to a 1/2" iron rod set, at the intersection of the West right-of-way line of New Farm-to-Market Road No. 2499;

THENCE along the West and South right-of-way line of said New Farm-to-Market Road No. 2499, as follows:

1. S 21° 40' 04" E 1292.11 feet to a concrete Texas Highway Department Right-of-way Monument found, at the beginning of a curve to the Left;
2. SOUTHEASTERLY 2381.23 feet along said curve to the Left, having a radius of 1989.86 feet, a central angle of 68° 33' 54" and a chord bearing S 55° 57' 01" E 2241.67 feet to a concrete Texas Highway Department Right-of-way Monument found, at the end of said curve;
3. N 89° 48' 02" E 1790.76 feet to a 1/2" iron rod set, at the intersection of the East boundary line of aforesaid 284.535 acre tract;

THENCE S 00° 20' 16" E 607.35 feet along the East boundary line of said 284.535 acre tract to a 1/2" iron rod set, at the Southeast corner thereof, also being in the South boundary line of said JOSEPH KNIGHT SURVEY;

THENCE N 89° 52' 42" W 3890.83 feet along the South boundary line of said JOSEPH KNIGHT SURVEY, being the South boundary line of aforesaid 284.535 acre tract, to THE PLACE OF BEGINNING, containing 72.948 acres of land.

THENCE S 88° 39' 39" E 423.79 feet along the centerline of said Old Donald Road to a 1/2" iron rod set, at the intersection of the West right-of-way line of New Farm-to-Market Road No. 2499;

THENCE along the West and South right-of-way line of said New Farm-to-Market Road No. 2499, as follows:

1. S 21° 40' 04" E 1292.11 feet to a concrete Texas Highway Department Right-of-way Monument found, at the beginning of a curve to the Left;
2. SOUTHEASTERLY 2381.23 feet along said curve to the Left, having a radius of 1989.86 feet, a central angle of 68° 33' 54" and a chord bearing S 55° 57' 01" E 2241.67 feet to a concrete Texas Highway Department Right-of-way Monument found, at the end of said curve;
3. N 89° 48' 02" E 1790.76 feet to a 1/2" iron rod set, at the intersection of the East boundary line of aforesaid 284.535 acre tract;

THENCE S 00° 20' 16" E 607.35 feet along the East boundary line of said 284.535 acre tract to a 1/2" iron rod set, at the Southeast corner thereof, also being in the South boundary line of said JOSEPH KNIGHT SURVEY;

THENCE N 89° 52' 42" W 3890.83 feet along the South boundary line of said JOSEPH KNIGHT SURVEY, being the South boundary line of aforesaid 284.535 acre tract, to THE PLACE OF BEGINNING, containing 72.948 acres of land.

EXHIBIT "A-3"
Legal Descriptions

TRACT II:

BEING 20.551 acres of land located in the JOSEPH KNIGHT SURVEY, Abstract No. 632, Denton County, Texas, and being a portion of the tract of land conveyed to Trustees, E-Systems, Inc. Pool Trust by the deed recorded in Volume 1360, Page 433 of the Deed Records of Denton County, Texas. Said 20.551 acres being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod found at the most Northerly Northeast corner of said E-Systems Tract, lying in the South right-of-way line of Spinks Road. Said point of beginning also being the Northwest corner of the Tract of land conveyed to Thomas W. Harris and wife Mary Anne Harris by the deed recorded in Volume 2962, Page 782 of the Deed Records of Denton County, Texas;

THENCE S 00° 27' 06" E 1499.60 feet generally following a fence along the common boundary line between said E-Systems and Harris Tracts to a 1/2" iron rod set;

THENCE S 89° 52' 32" W 177.01 feet severing said E-Systems Tract to a 1/2" iron rod set at the beginning of a curve to the right;

THENCE NORTHWESTERLY 145.72 feet along said curve to the right having a radius of 1,000.00 feet a central angle of 08° 20' 57" and a chord bearing N 85° 57' 00" W 145.59 feet to a 1/2" iron rod set at the end of said curve;

THENCE N 81° 46' 32" W 284.72 feet to a 1/2" iron rod set;

THENCE N 00° 15' 17" W 1457.48 feet to a 1/2" iron rod set in the North boundary line of aforesaid E-Systems Tract and the South right-of-way line of said Spinks Road;

THENCE S 89° 10' 58" E 598.75 feet along the North boundary line of said E-Systems Tract and the South boundary line of said Spinks Road to THE PLACE OF BEGINNING, containing 20.551 acres (895,204 square feet) of land.

EXHIBIT "A-4"

Legal Descriptions

TRACT II:

B.

BEING 7.757 acres of land located in the JOSEPH KNIGHT SURVEY, Abstract No. 692, Denton County, Texas, and being a portion of the tract of land conveyed to Thomas W. Harris and wife Mary Anne Harris by the deed recorded in Volume 2962, Page 782 of the Deed Records of Denton County, Texas. Said 7.757 acres being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod found at the most Northerly Northwest corner of said Harris Tract, lying in the South right-of-way line of Spinks Road:

THENCE S 69° 05' 14" E 178.38 feet along the North boundary line of said Harris Tract and the South right-of-way line of said Spinks Road to a 1/2" iron rod set;

THENCE S 04° 03' 59" E 1500.06 feet severing said Harris Tract to a 1/2" iron rod set;

THENCE S 89° 52' 32" W 272.92 feet to a 1/2" iron rod set in a fence in the West boundary line of said Harris Tract being the East boundary line of the Tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust by the deed recorded in Volume 1360, Page 433 of the Deed Records of Denton County, Texas;

THENCE N 00° 27' 06" W 1499.60 feet, generally following a fence along the common boundary line between said Harris and E-Systems Tracts to THE PLACE OF BEGINNING, containing 7.757 acres (337,923 square feet) of land.

EXHIBIT "A-5"

PROPERTY DESCRIPTION

BEING a 7.0969 acre tract of land situated in the JOSEPH KNIGHT SURVEY, Abstract Number 692 and the J.N. TANNEHILL SURVEY, Abstract Number 1252, Denton County, Texas and being part of the same tracts of land as conveyed to Trustees, E-Systems, Inc. Pool Trust by the deeds recorded in the County Clerk's Files 96R-0075624, 96R-0065598 and 96R-009151 of the Real Property Records of Denton County, Texas; said 7.0969 acres being more particularly described as follows:

COMMENCING at a ¾" iron pipe at the southwest corner of said Knight Survey, being the southeast corner of said Tannehill Survey, lying in the Denton and Tarrant County line; thence N00°20'37"W along the line between said Knight and Tannehill Surveys a distance of 1663.16 feet to a fence post for the POINT OF BEGINNING, said fence post being the northeast corner of the Colville tract recorded in Volume 882, Page 213, Deed Records, Denton County, Texas;

THENCE N87°58'47"W along the north line of said Colville tract a distance of 209.85 feet to a ½" iron rod at the southeast corner of the Roach tract recorded in Volume 811, Page 519, Deed Records, Denton County, Texas;

THENCE N00°09'36"W along the east line of said Roach tract a distance of 573.63 feet to a 3/8" iron rod at the northeast corner thereof;

THENCE S89°23'57"W along the north line of said Roach tract a distance of 64.15 feet to a fence post at the southeast corner of the Allen tract recorded in Volume 865, Page 760, Deed Records, Denton County, Texas;

THENCE N00°49'28"W along the east line of said Allen tract a distance of 273.48 feet to a ½" iron rod for angle point;

THENCE N86°13'07"W continuing with said east line a distance of 129.73 feet to a ½" iron rod for angle point;

THENCE N07°24'36"E continuing with said east line a distance of 321.52 feet to a ½" iron rod for the northeast corner thereof;

THENCE S33°13'50"W a distance of 1189.37 feet;

THENCE S56°46'10"W a distance of 340.00 feet to the POINT OF BEGINNING and containing 7.0969 acres of land, more or less.

EXHIBIT "B"**DEVELOPMENT STANDARDS**

- I. The development on approximately 280.3 acres depicted on Exhibit "C" shall be for Campus Commercial District (CC) uses in accordance with the Town's Land Development Code, as amended, and shall be subject to the following conditions and requirements:
 - A. The Tracts designated on Exhibit "C" as Tract One, consisting of approximately 24.6 acres; Tract Two, consisting of approximately 29.3 acres; Tract Three, consisting of approximately 41.3 acres; and Tract Four, consisting of approximately 185.1 acres shall be developed for Campus Commercial District (CC) uses allowed under the Town's Land Development Code, as amended.
 - B. A minimum 65 foot front building setback shall be provided on all major streets. The first 25 feet shall be landscaped and irrigated with an automatic sprinkler system installed in a manner approved by the Planning and Zoning Commission. No parking shall be allowed in the first 45 feet measured from the property line.
- II. The development on approximately 93.1 acres depicted on Exhibit "C" shall be for Campus Industrial District (CI) uses in accordance with the Town's Land Development Code, as amended and shall be subject to the following conditions and requirements:
 - A. The Tracts designated on Exhibit "C" as Tract Five, consisting of 21.4 acres; Tract Six, consisting of 28.2 acres; and Tract Seven, consisting of 43.5 acres shall be developed for Campus Industrial District (CI) uses as allowed under the Town's Land Development Code, as amended.
 - B. A minimum 65 foot front building setback shall be provided on all major streets. The first 25 feet shall be landscaped and irrigated with an automatic sprinkler system installed in a manner approved by the Planning and Zoning Commission. No parking shall be allowed in the first 45 feet measured from the property line.
- III. General requirements for Planned Development Number 31 (PD-31) shall be as follows:
 - A. A comprehensive site plan for each proposed development shall be submitted for approval to the Planning and Zoning Commission. Each comprehensive site plan shall be in general conformity to the requirements of the general development plan attached hereto as Exhibit "C" and all other applicable provisions of the Town's Comprehensive Plan and Land Development Code.

- B. Access points of ingress/egress from any major street or thoroughfare into any of the tracts shown on Exhibit "C" shall be determined at the time the comprehensive site plan for the respective Tract is submitted for approval by the Planning and Zoning Commission.
- C. Prior to the issuance of a Certificate of Occupancy, that portion of the north/south road as shown in Exhibit "C" and directly adjacent to any platted lot for which the application for a Certificate of Occupancy has been filed shall be completed and accepted in accordance with the required standards of the Town.
- D. Developer and owner agree that all ingress and egress from any major street or thoroughfare shall be limited in a manner approved by the Planning and Zoning Commission to allow and maintain such streets as free flowing arterials to the greatest extent possible.
- E. All development must be in compliance with all components outlined in the Lakeside Business District Area Plan of the Comprehensive Plan.

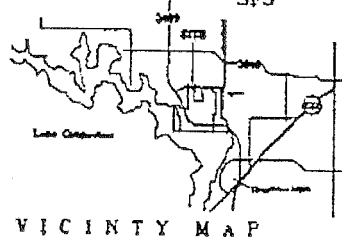
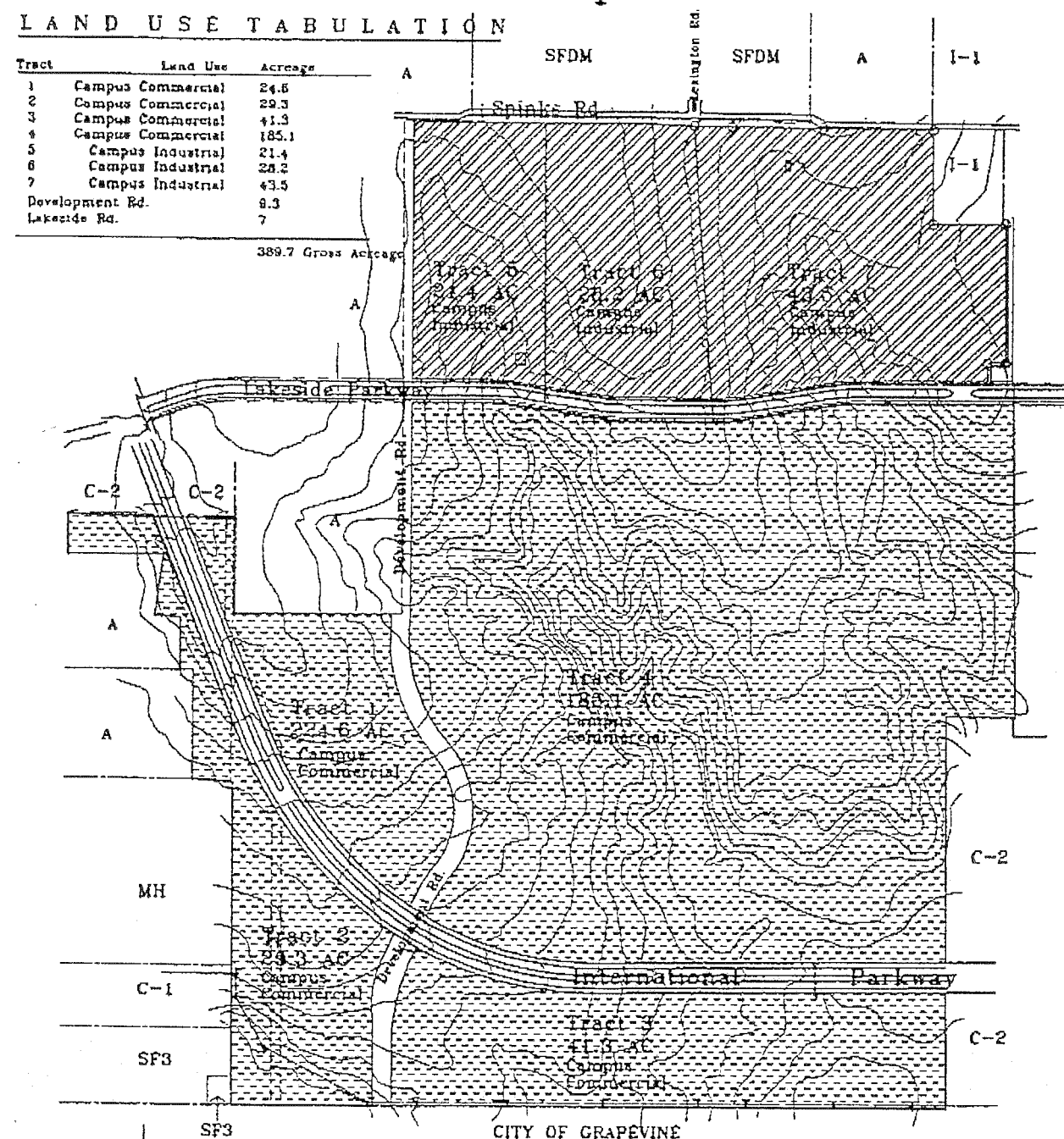
Exhibit "C"

General Development Plan

LAND USE TABULATION

Tract	Land Use	Acreage
1	Campus Commercial	24.6
2	Campus Commercial	29.3
3	Campus Commercial	41.3
4	Campus Commercial	185.1
5	Campus Industrial	21.4
6	Campus Industrial	28.2
7	Campus Industrial	43.5
Development Rd.		8.3
Lakeside Rd.		7

389.7 Gross Acreage



389.7 ACRE TRACT
Planned Development 31
Flower Mound, Texas

02/28/00

TBC
PARTNERS

BROCKETTE DAVIS DRAKE, inc.
consulting engineers

CROFT COMPTON CO.
ARCHITECTURE & ENGINEERING

CURRENT LAKESIDE BUSINESS DISTRICT MASTER PLAN POLICY LANGUAGE:

Lakeside Business District

Large scale commercial and/or light industrial developments such as corporate offices, office parks, industrial parks, clean manufacturing, hotels, commercial, similar uses, and may include limited residential development. The intent is to create a vibrant area that encourages dynamic economic development focused around live, work, and play opportunities. A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

Campus Commercial – Campus Commercial means a mixture of uses which includes corporate offices, office parks, hotels, commercial, similar uses, and may include limited residential development. The intent is to create a vibrant area that encourages dynamic economic development focused around live, work, and play opportunities. A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

Development in the district must demonstrate the following:

1. Compliance with the three elements of the District's Vision:
 - a. Create high quality, regional commercial development;
 - b. Competes in the economic development arena; and
 - c. Develops a balanced tax base to reduce the residential tax burden;
2. Exemplary and enduring quality and design shall be achieved by establishing a high level of development standards;
3. Market factors should ensure a robust mix of uses that are economically viable, support a high quality of life, and provide sustainable fiscal health for the Town;
4. No one single use should be allowed to predominate in the District at build-out;
5. Uses and design shall be in context with the existing environment and adjacent developments; and
6. Residential development should provide a range of residential options that reflect changing lifestyles and demographics, and should be facilitated through the balancing of market demand and community preferences.

DESIGN AND USE INTENT:

In implementing the standards for the Campus Commercial areas, it is the intent that proposed developments focus on job creation and developing a non-residential tax base by planning and designing office and commercial uses. Continuing with the elements of the District's vision, development must:

1. Focus on exemplary and enduring building and site design
2. Focus on high quality development standards
3. Focus on place making, and creating engaging and inspiring places
4. Focus on protecting, respecting, and incorporating open and natural areas through preservation and creating unique outdoor experiences
5. Focus on connectivity to adjacent developments and amenities

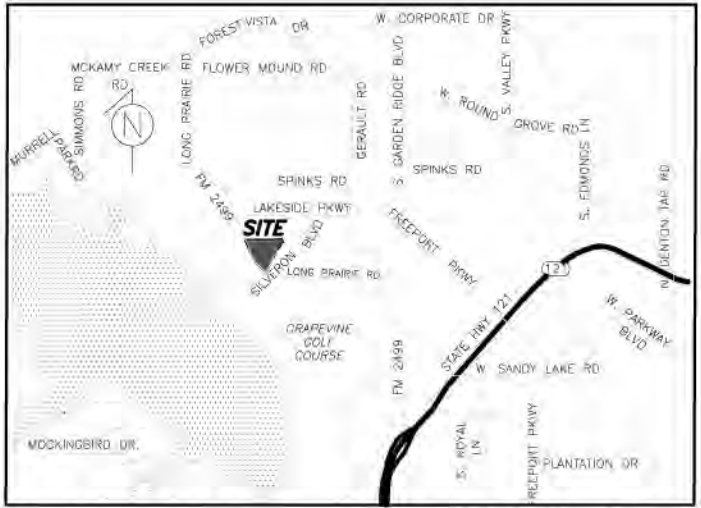
In that context development shall:

1. Focus on high quality office development
2. Provide for high quality office and focused commercial uses along FM 2499
3. Limit large parking fields along FM 2499
4. Provide a design that incorporates all uses into a walkable site including open spaces, gathering spots and linked to environmental amenities

In consideration of office and focused commercial development, the Town may allow a limited number of residential units as an incentive for development that incorporates the elements of the district. Any planned residential areas shall be away from, and off of, FM 2499.

The Town will initiate an amendment to change the cross section of Silveron to make it pedestrian oriented.

The conceptual elevations attached to Planned Development District -156 (PD-156) denote building numbers that correspond with the anticipated respective location(s) for a use or mix of uses provided on this conceptual site plan. The reference to building numbers shall ensure that, for example, a multifamily building shall comply with the corresponding conceptual elevation (i.e., Typical Multifamily Building). As such, if a site plan application is submitted for a use (or uses) in a different location than that shown on this conceptual site plan, then the corresponding elevation shall apply.



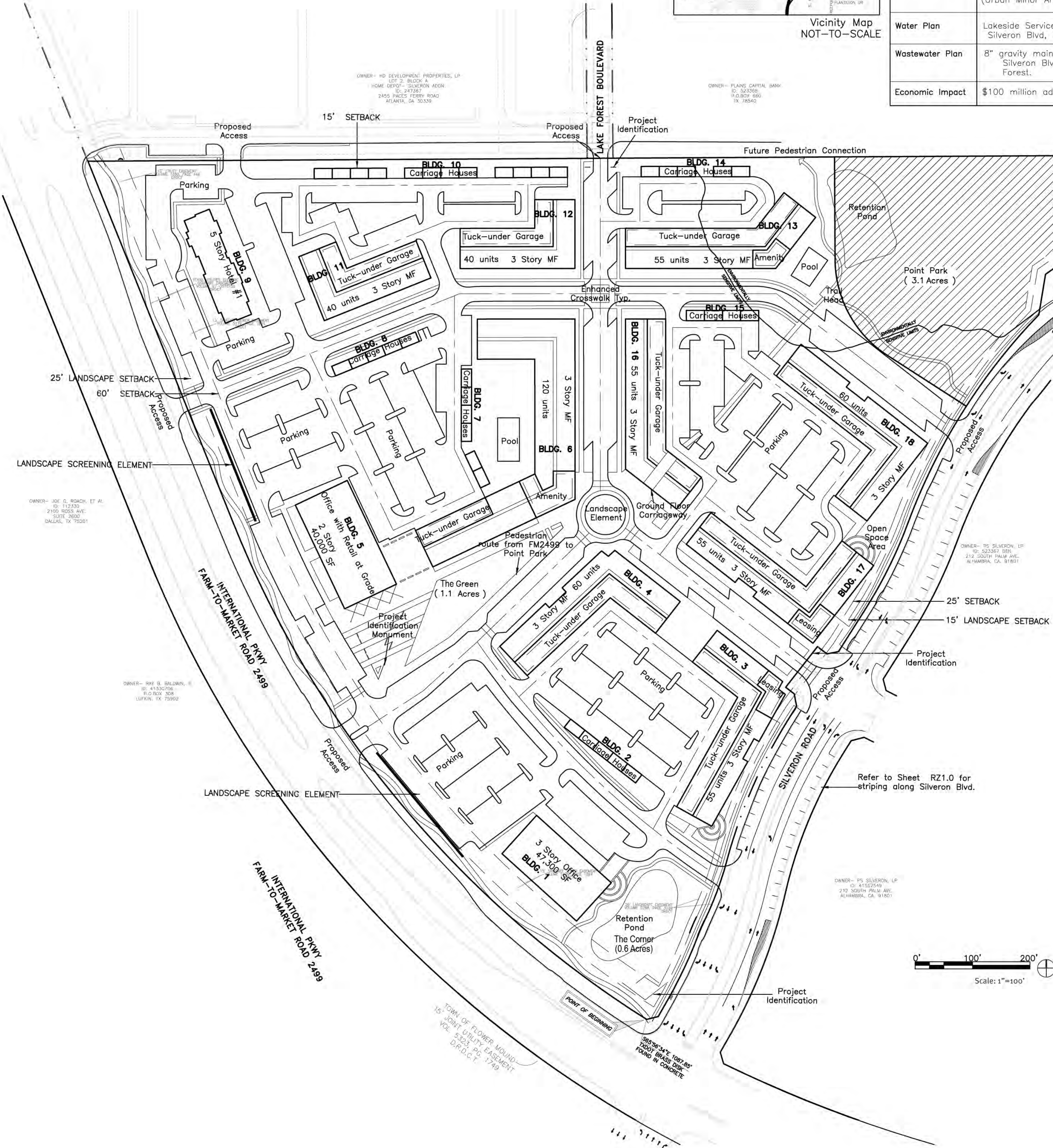
MASTER PLAN FEATURES	
Land Use Plan	Lakeside Business District
Specific Plans	N/A
Urban Design Plan	Lakeside Business District
Parks and Trails	Required Multi use trail along FM2499
Thoroughfare Plan	FM 2499 (Major Arterial), Silveron Blvd (Urban Minor Arterial), Lake Forest Blvd. Lake Forest Blvd. is a pending thoroughfare plan amendment and is subject to becoming a mutual access easement. (Urban Minor Arterial)
Water Plan	Lakeside Service Area – 12" Water along FM 2499, 12" Water along Silveron Blvd, 12" Water stub at Lake Forest Blvd.
Wastewater Plan	8" gravity main flowing south along FM 2499, 8" gravity main along Silveron Blvd flowing southwest from intersection with future Lake Forest.
Economic Impact	\$100 million ad valorem; HOT and additional revenue streams TBD.

According to the federal emergency management agency (FEMA) – national flood insurance program (NFIP) – flood insurance rate map (FIRM) – for the Tarrant county, Texas and incorporated areas – map no. 48439c0110k, map revised, September 25, 2009.

Drainage from the site will be conveyed in underground storm sewer systems and underground detention systems to the existing drainage system in FM 2499/Silveron Blvd that drains to the south and the existing drainage system in Silveron Blvd that drains to the east from the planned old intersection with Lake Forest Blvd. The green space on the northeast end of the site will drain to the existing creek which flows to Denton Creek. Detention will be sized to contain the difference between existing conditions and proposed conditions.

All Drive Approaches to be 24 feet with 20 feet turning Radius;
All Fire Lanes to be 26 feet, with 25 feet turning Radius.

- Notes:
1. All retaining/detaining walls, turn-down curbs, tree retaining walls shall be clad in a material to complement the materials and colors within this development.
 2. 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.
 3. All roof-mounted mechanical units and/or equipment shall be screened from view.
 4. Dumpster screening wall shall be clad in a material to match the material on the main building.
 5. Dumpster screening wall requires a separate building permit.
 6. Signs require a separate building permit. Any signs depicted on the subject site plan/elevations are not approved as a part of this review and must comply with all applicable town regulations.
 7. Retaining walls 4 feet in height or taller, including footings, will require a separate building permit through the building department.
 8. Locations of all outdoor seating areas, gathering areas, dining areas, and permeable open space areas may be revised during site plan review for each building.



Building Summary										
Bldg.	No. of Stories	Gross Square Feet	Use	Number of Dwelling Units	Commercial ** Ready Units	Total Number Dwelling Units, Carriage House & Commercial Ready Units	* Required Parking Ratio	Required Parking	Total Required Parking	Provided Parking
1	3	47,300	Office				1 / 300 sf	155	155	156
2	2-3	5,700	Carriage House	5			1.5 per Unit	8		
3	3	77,500	Multifamily, Commercial Ready Units	51	4	120	1.5 per Unit	83	181	192
4	3	77,500	Multifamily & Commercial Ready Units	55	5		1.5 per Unit	90		
5	2	Retail: 20,000 Office: 20,000	Retail Office				1 / 250 sf 1 / 300 sf	80 66	140	145
6	3	135,300	Multifamily & Commercial Ready Units	115	5		1.5 per Unit	180		
7	2-3	6,800	Carriage House	6		131	1.5 per Unit	9	197	200
8	2-3	5,700	Carriage House	5			1.5 per Unit	8		
9	5	57,500	Hotel	100		100	1 per Room	100	100	108
10	2-3	13,500	Carriage House	12			1.5 per Unit	18		
11	3	52,500	Multifamily	40		92	1.5 per Unit	60	138	141
12	3	52,500	Multifamily	40			1.5 per Unit	60		
13	3	71,500	Multifamily	55		60	1.5 per Unit	83	91	95
14	2-3	5,700	Carriage House	5			1.5 per Unit	8		
15	2-3	4,500	Carriage House	4			1.5 per Unit	6		
16	3	71,500	Multifamily	55		174	1.5 per Unit	83	262	268
17	3	78,900	Multifamily & Commercial Ready Units	45	10		1.5 per Unit	83		
18	3	78,900	Multifamily	60			1.5 per Unit	90		
Total		902,800		553 Dwelling Units 24 Commercial Ready Units 100 Hotel Rooms					1,264 20% reduction 1,012	1,304

*Commercial ready units may be utilized as a live/work unit, commercial space or a dwelling unit.

**1.5 Parking spaces per dwelling unit based upon 1 space per bedroom.
1.0 parking space required for every 500 s.f. of floor area for a commercial ready unit.

Required parking will be confirmed with each respective site plan application.

Project Name: The Point
Street Address: Unplatted, Not Assigned
Site Area: 34.553 Acres
Existing Zoning: PD-31, Tract 1- Campus Commercial
Existing Land Use: Undeveloped

Owner Information:
Grand Seville, LP
5701 Seville Court
Plano, TX 75093

Surveyor information:
J. Knight Survey, Abstract No. 692
J. Tannahill Survey, Abstract No. 1252

Engineer information:
Cates-Clark & Associates, LLP
14800 Quorum Drive, Suite 200
Dallas, Texas 75254
972.385.2272 x102



JHP Architecture / Urban Design
8340 Meadow Road Suite 150
Dallas, Texas 75231
Telephone: 214-363-5687
Fax: 214-363-9563

Michael L. Arbour

Registered Architect of the State of TEXAS
Registration Number: 11958

THE POINT

Flower Mound, Denton County, TX

Conceptual Site Plan

Project Number: 2017031
Drawn By: gp
Issue For: Master Plan Amendment
Date: 12.05.2017

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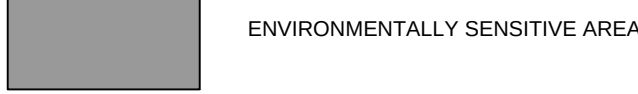
Revision Date



Sheet:



LEGEND



PLANTING NOTES:

- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES FOR THE TOWN OF FLOWER MOUND.
- REFER TO R24.0 FOR ADDITIONAL NOTES AND INFORMATION PERTAINING TO TREE SURVEY AND MITIGATION.
- REFER TO R22.0 FOR CONCEPTUAL OPEN SPACE AND PEDESTRIAN CIRCULATION.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN.
- THE PROPERTY OWNER AND/OR LESSEE SHALL MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPE AREAS IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL AND REPLACEMENT OF DEAD OR DISEASED TREES AND SHRUBS. MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS IN ORDER TO MAINTAIN PLANT VIGOR AND STABILITY AND TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.
- FINAL TREE LOCATIONS TO BE DETERMINED DURING FINAL PLAT.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.

LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND, TEXAS

STREET YARD LANDSCAPING			
STANDARD	STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
min. 20% of street yard	FM 2499 = 198,630	39,726 sf	39,726 sf
min. 20% of street yard	Silveron Blvd = 47,550	9,510 sf	9,510 sf

STREET YARD TREES			
STANDARD	AREA (square feet)	REQUIRED	PROVIDED
110,000sf + = 50 trees plus 1 tree / 5,000sf over 110,000sf	FM 2499 = 198,630	68 trees (3" cal.)	68 trees (3" cal.)
10,000sf to 110,000sf = 10 trees plus 1 tree / 2,500sf over 10,000sf	Silveron Blvd = 47,550	25 trees (3" cal.)	25 trees (3" cal.)

existing trees, buffer trees, and parking lots trees within street yard to help fulfill street yard tree requirements

STREET BUFFER WIDTH			
	REQUIRED WIDTH	PROVIDED WIDTH	
FM 2499	25ft buffer width	25ft buffer width	
Silveron Blvd	15ft buffer width	15ft buffer width	

STREET BUFFER TREES			
STANDARD	STREET FRONTAGE	REQUIRED	PROVIDED
1 per 30ft	FM 2499 = 1,823 lf	61 trees (3" cal.)	61 trees (3" cal.)
1 per 30ft	Silveron Blvd = 1,469 lf	49 trees (3" cal.)	49 trees (3" cal.)

existing trees within street buffer, and r/w to help fulfill street buffer tree requirements

PARKING AREA LANDSCAPE			
STANDARD	# OF SPACES	REQUIRED	PROVIDED
90sf per 12 spaces	+/- 1,304 spaces	9,780 sf	9,780 sf

PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 tree per 10 parking spaces	+/- 1,304 parking spaces	131 trees (3" cal.)	131 trees (3" cal.)

all parking spaces are located within 50ft of a tree

OPEN SPACE AREA			
STANDARD	# OF UNITS	REQUIRED	PROVIDED
multifamily open space = 200sf per unit	580 units	116,000 sf	92,800 sf private common open space 23,200 sf private personal open space
STANDARD	AREA		
primary open space = 5%	34,553 acres	1.73 acres	4.80 acres

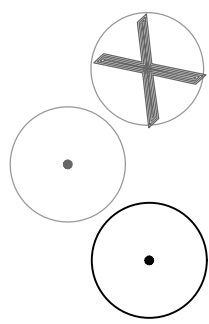
STREET BUFFER MITIGATION TREE CREDITS			
STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 preserved protected/specimen tree = 1 tree credit	FM 2499	tbd	tbd
	Silveron Blvd	tbd	tbd

BUILDABLE AREA TREE PRESERVATION CREDITS			
STANDARD	LOCATION	PRESERVED TREES	TREE CREDITS
each protected tree = 1 tree credit	tbd	tbd	xx credits

UPLAND HABITAT / RIPARIAN HABITAT PRESERVATION CREDITS			
STANDARD	ACRES		TREE CREDITS
xx tree credits per acre of preserved protected/specimen trees	x acres		xx credits

PLANT SCHEDULE

TREES



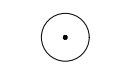
BOTANICAL NAME / COMMON NAME

Existing Tree to be Removed
PENDING TREE SURVEY

Existing Tree to Remain
PENDING TREE SURVEY

Proposed Tree

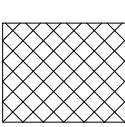
SHRUBS



BOTANICAL NAME / COMMON NAME

Parking Lot Screening

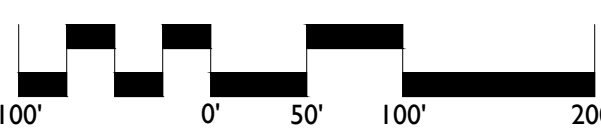
ENHANCED LANDSCAPE AREA



BOTANICAL NAME / COMMON NAME

LANDSCAPE / ENHANCED LANDSCAPE AREA

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.



DATE: 12/06/2017
DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI
SCALE: 1"=100'-0"
PROJECT #: 8517023
SHEET #:

RZ1.0

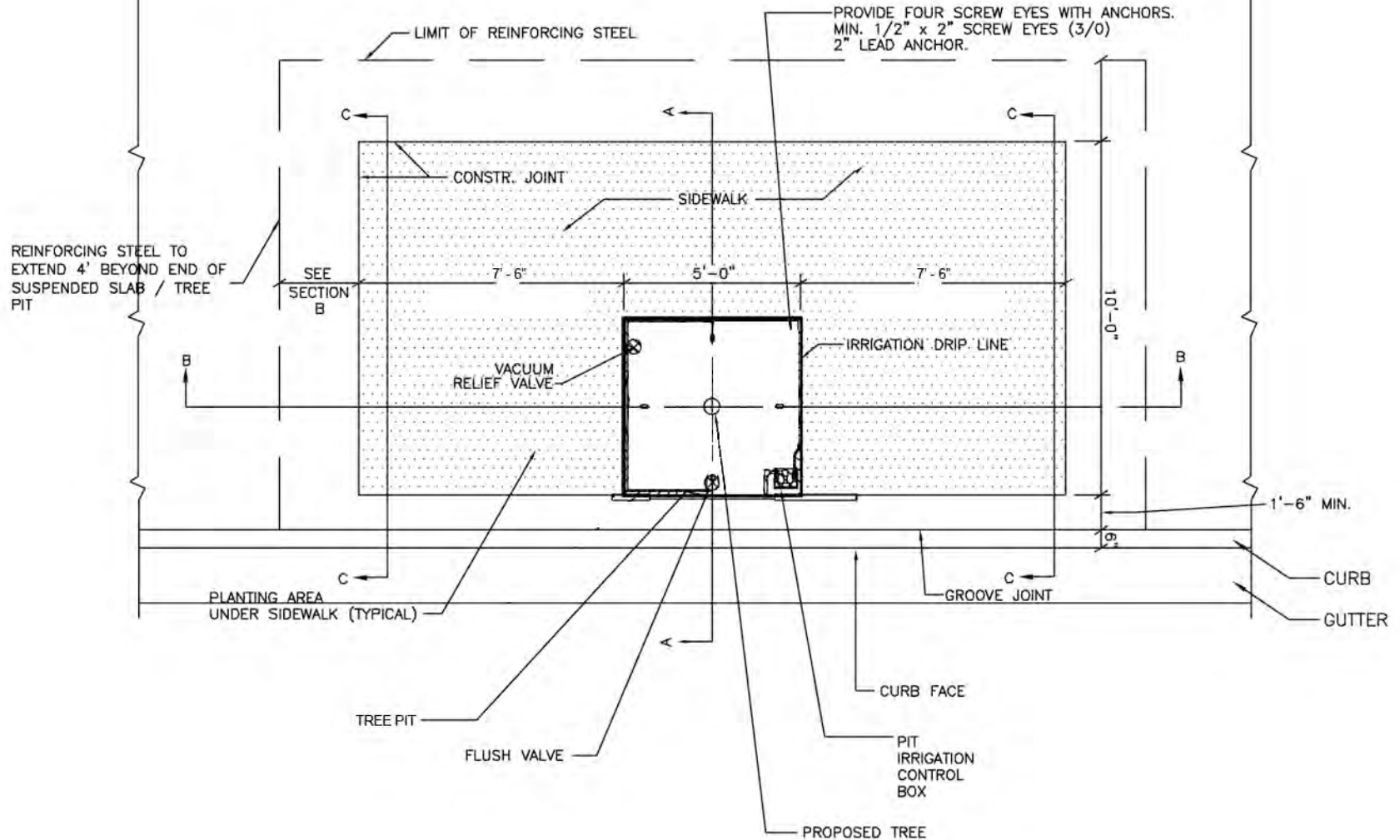
THE POINT
PLANNED DEVELOPMENT - REZONING
DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL | FLOWER MOUND, TEXAS

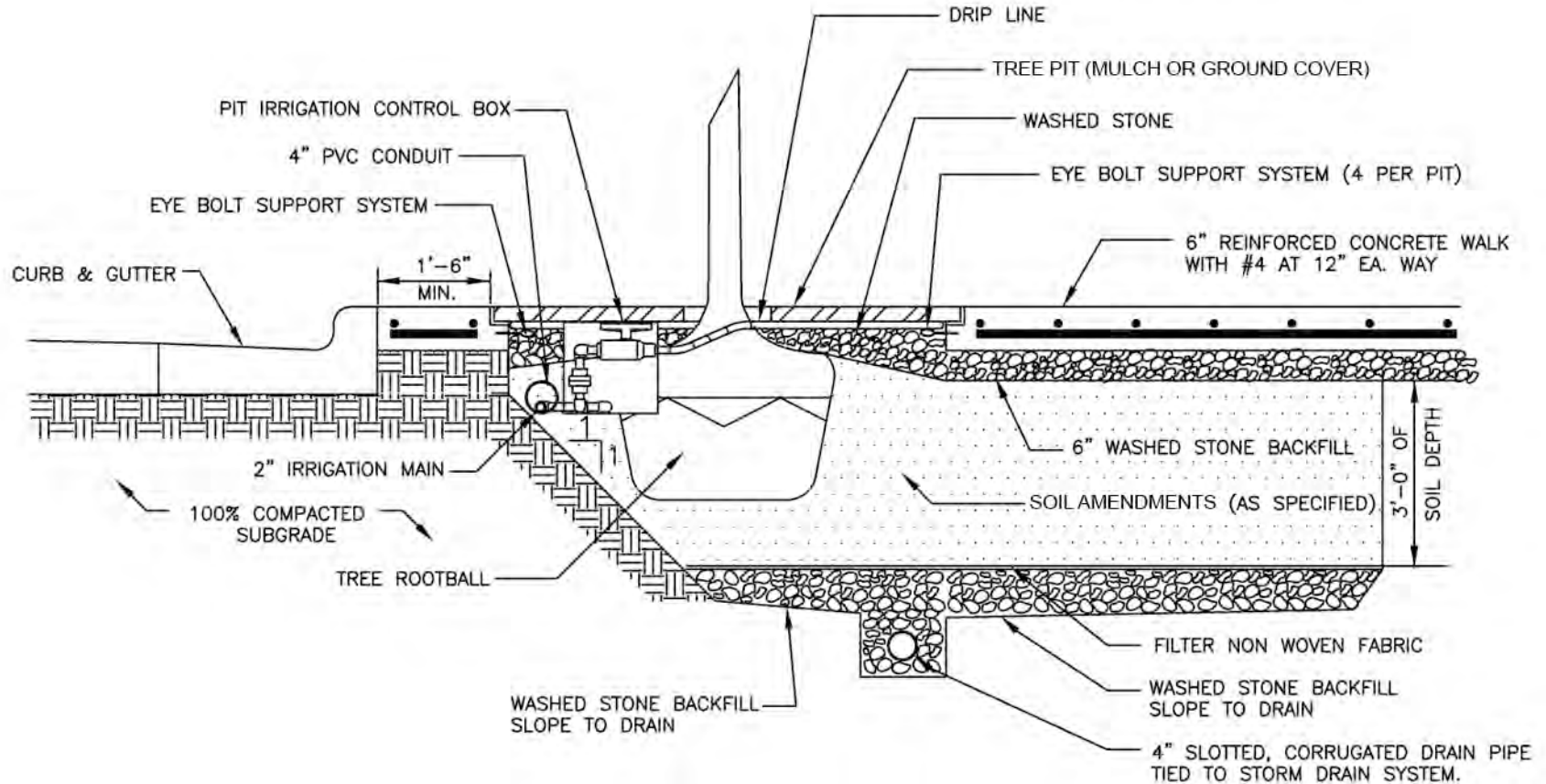
CONCEPTUAL LANDSCAPE PLAN

REVISIONS:

LandDesign.
5301 Alpha Road, Suite 24
Dallas, Texas 75240
214 | 785 6009 (O)
www.LandDesign.com
TBE: F-14754 / TBAE: BR-1927

PRELIMINARY
FOR PLANNING PURPOSES ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.
Matthew S. Vinten
Registered Landscape Architect of the
State of TEXAS
Registration Number: 2946

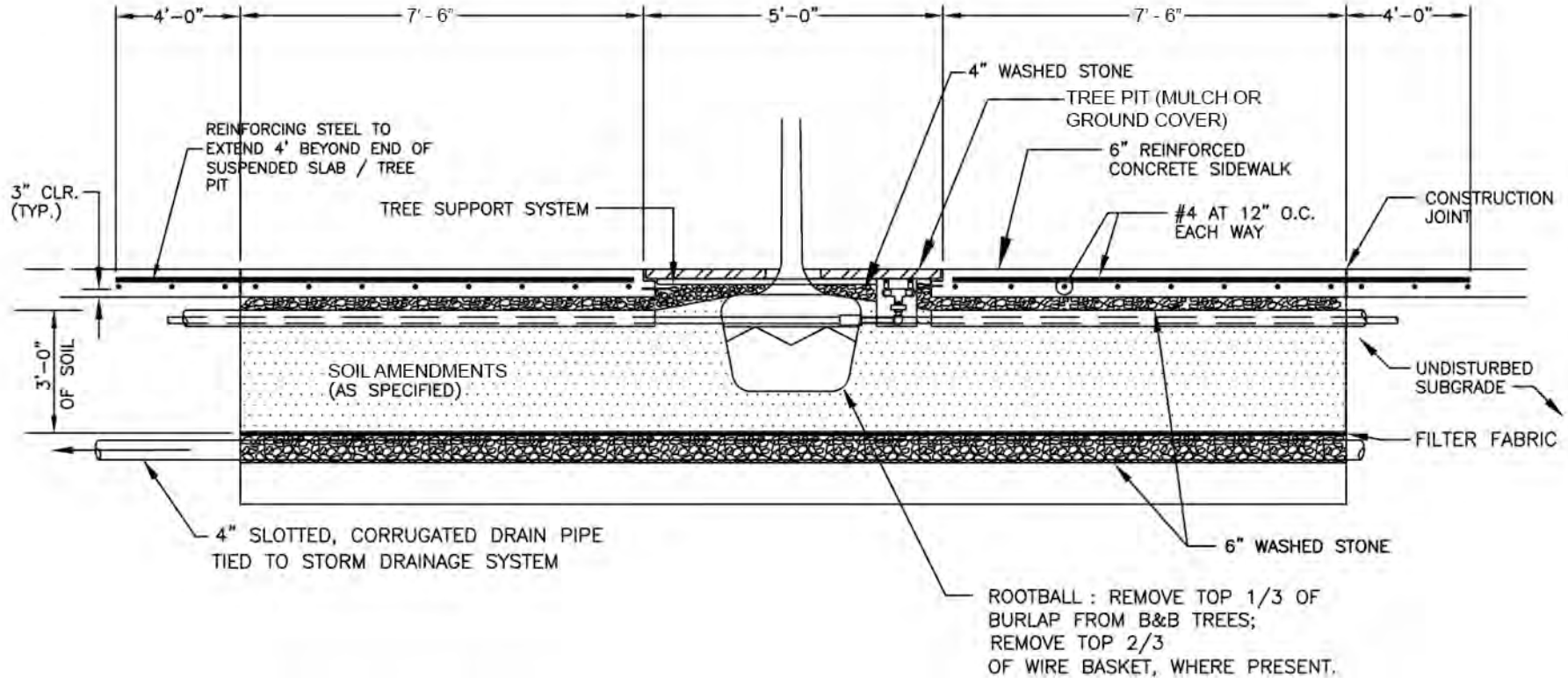




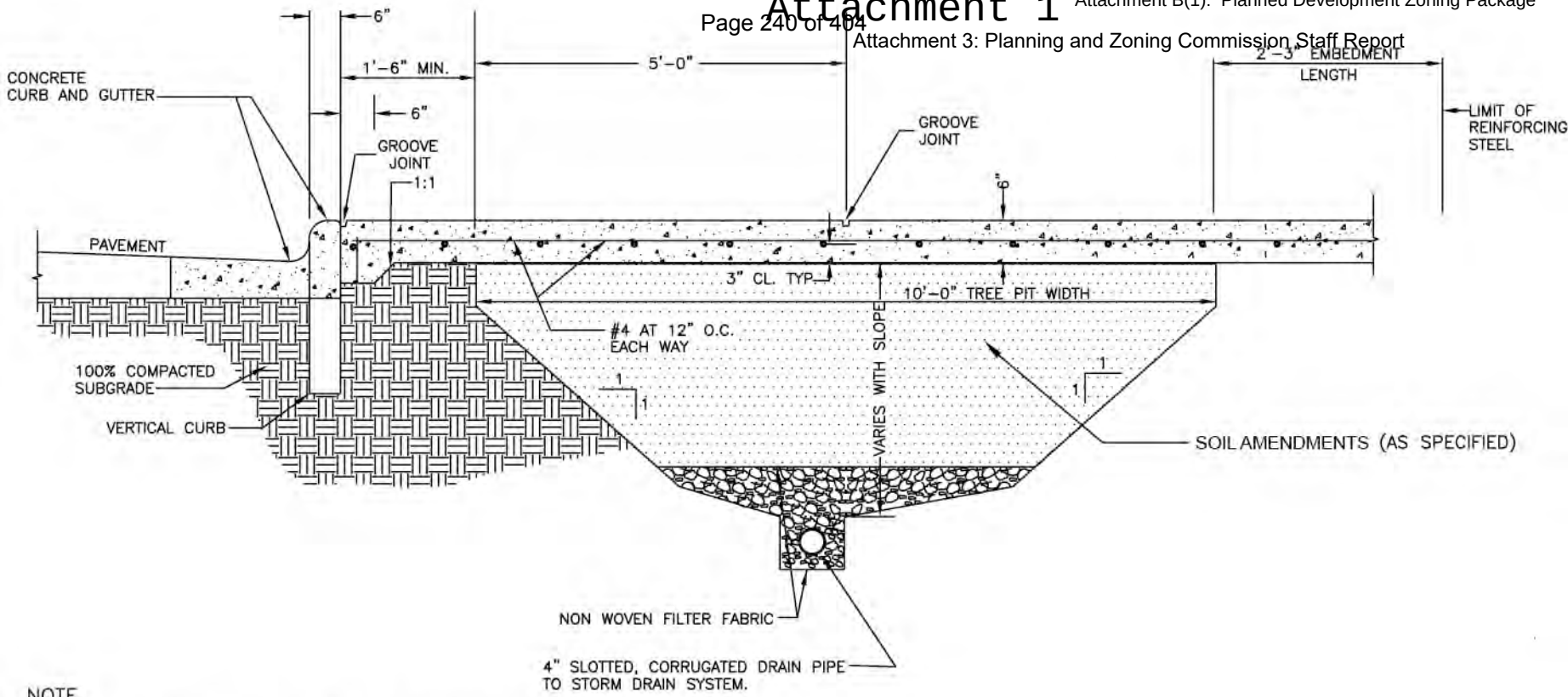
SECTION A

Attachment 1

Attachment B(1) - Planned Development Zoning Package
Attachment 3: Planning and Zoning Commission Staff Report



SECTION B



NOTE

A DRAINAGE SYSTEM IS REQUIRED AS SHOWN FOR ALL IRRIGATED PLANTING AREAS LOCATED ADJACENT TO STREET.

SECTION C

MATERIALS

A. TOPSOIL

1. TOPSOIL SHALL HAVE A PH VALUE FROM 5.6 - 7.6 AND SHALL BE NATURAL FERTILE, (AGRICULTURAL SOIL, BROWN IN COLOR) UNIFORM FRIABLE LOAM WITHOUT ADMIXTURE OF SUBSOIL CONTAINING ORGANIC MATTER OF 5 PERCENT OR GREATER AND SHALL BE CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH.
2. ALL TOPSOIL SHALL PASS A 1 INCH SCREEN AND 40 PERCENT SHALL PASS THE 100 MESH SCREEN. IT SHALL BE FREE OF ANY ADD-MIXTURE OF SUBSOIL, AND CONTAIN NO STONES, LUMPS, CLODS OF HARD EARTH, SLAG, CIDERS, STICKS, PLANTS OR THEIR ROOTS, TRASH OR OTHER EXTRANEEOUS MATERIALS.
3. TOPSOIL MUST ALSO BE FREE OF PLANT PARTS OF BERMUDA GRASS, QUACKGRASS, JOHNSONGRASS, NUTSEGE, POISON IVY, CANADA THISTLE, OR ANY NOXIOUS WEEDS AND SHALL NOT BE CONTAMINATED WITH ANY SUBSTANCE KNOWN HARMFUL TO THE GROWTH OF PLANTS OR HUMANS.
4. TOPSOIL SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITION.
5. TOPSOIL SOURCES SHALL BE TESTED BY A RECOGNIZED LABORATORY AT THE EXPENSE OF THE CONTRACTOR FOR PH, SOIL TEXTURE AND SOLUBLE SALTS. SALINITY SHALL NOT EXCEED 3 MILS PER CENTIMETER AT 25 DEGREES C AS DETERMINED BY SATURATED SOIL PASTE METHOD AS DESCRIBED IN USDA CIRCULAR #982. TEST RESULTS MUST BE PRESENTED IN WRITING TO THE LANDSCAPE ARCHITECT OR OWNER PRIOR TO PLACEMENT OF TOPSOIL ON SITE.
6. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR CONTROL OF NOXIOUS OR INVASIVE SPECIES INTRODUCED BY CONTAMINATED TOPSOIL.
7. TOPSOIL THAT HAS BEEN STOCKPILED FOR A LONG PERIODS SHALL BE INOCULATED TO REESTABLISH ITS MICROBIAL ACTIVITY.

B. MULCH

SHALL BE FREE OF DEBRIS AND WOOD CHIPS. IT SHALL CONSIST OF AGED DOUBLE-SHREDDED HARDWOOD, FREE OF EXCESS TANNIC ACID OR OTHER MULCH AS SPECIFIED ON THE PLANS. A SAMPLE OF MULCH SHALL BE PROVIDED FOR THE GROUNDS SUPERINTENDENT'S APPROVAL PRIOR TO DELIVERING THE MULCH. THE OWNER RESERVES THE RIGHT TO REJECT ANY MULCH WHICH IS CONSIDERED TO BE UNSUITABLE. ALL MULCHES SHALL BE FREE OF ANY FOREIGN MATERIALS, PIECES LARGER THAN 3 INCHES, AND/OR GREEN WOOD.

C. DOLOMITE LIME

SHALL BE FINELY GROUND OR PULVERIZED RAW, COMMERCIAL GRADE LIMESTONE MEETING ASTM C51 AND CONTAINING NOT LESS THAN 85 PERCENT TOTAL OF CALCIUM MAGNESIUM CARBONATE, FREE OF IMPURITIES, ALL OF WHICH SHALL PASS THROUGH A NUMBER 10 SIEVE AND ATLEAST 50 PERCENT SHALL PASS THROUGH A NUMBER 100 SIEVE.

D. SAND

SHALL BE CLEAN, WASHED, COARSE, MASONRY SAND, RIVER SAND, OR NUMBER 2 BUILDERS SAND MEETING ASTM C 33. A QUART SAMPLE OF THE PROPOSED SAND SHALL BE SUBMITTED FOR THE OWNER'S APPROVAL

E. SULFUR

SULFUR SHALL BE A COMMERCIALLY PRODUCED, GRANULAR PRODUCT OF PURE SULFUR

F. GYPSUM

GYPSUM SHALL BE GROUND TO THE SIZE SPECIFIED ON THE PLANS

G. TRACE ELEMENTS

SHALL BE ADDED AS REQUIRED BY SOILS TEST .

H. LEAF MOLD SHALL BE COMPOSTED LEAF MATERIAL, FREE OF NOXIOUS WEEDS AND DETRIMENTAL INSECTS.

I. COMMERCIAL FERTILIZER

TO MEET FED. SPECIFICATION O-F-241 TYPE 1 GRADE NOTED, LEVEL B. THE FERTILIZER SHALL BE GRANULAR UNLESS PACKETS, TABLETS, OR STAKES TO BE USED WITH MINIMUM OF 50 PERCENT OF TOTAL NITROGEN IN ORGANIC FORM WITH NO CYANAMID COMPOUNDS OR HYDRATED LIME MIXES TO BE ADDED OR FOUND IN THE FERTILIZER.

J. OTHER ACCEPTABLE FERTILIZER FORMS:

1. FOR TREES
ANUTRI-PAK
JRP INTN=L. INC.
17 FOREST AVENUE
FOND DU LAC, WISCONSIN 54935
2. AJOBES, PLANT SPIKES - FOR TREES AND SHRUBS.
3. ALAWN PRO OR SIMILAR APPROVED SLOW RELEASE FERTILIZER FOR LAWNS WITH THE FOLLOWING RATIO:
3 NITROGEN
1 PHOSPHORIC ACID
2 POTASH
4. AHOLLY-TONE OR SIMILAR APPROVED WITH CHELATED IRON FOR EVERGREEN PLANTS.

K. PEAT

1. SHALL CONFORM TO FEDERAL SPECIFICATION Q-P-166C, PEAT MOSS; PEAT HUMUS; AND PEAT, REED-SEGE.
2. SHALL BE LOW IN WOODY MATERIAL AND FREE OF MINERAL OR OTHER MATERIAL HARMFUL TO PLANT LIFE.
3. THE MIN. ORGANIC CONTENT TO BE APPROX. 90% WITH ACID REACTION FROM 4-5 PH, AND MOISTURE ABSORPTIVE CAPACITY NOT LESS THAN 450 PERCENT.
4. HUMUS TO BE SHREDDED, DRIED AND STERILIZED TO PASS 1/4 INCH SCREEN.
5. MOSS SHALL BE PULVERIZED AND HORTICULTURAL GRADE SPHAGNUM MOSS FREE OF EXTRANEEOUS OR HARMFUL MATERIAL.
6. TO BE FINELY MILLED BLACK MICHIGAN PEAT OR OTHER SIMILAR APPROVED.

L. MANURE

1. SHALL BE WELL-ROTTED HORSE OR COW (OR COMBINATION THEREOF) MANURE. NOT TO CONTAIN OVER 25% STRAW OR LITTER. IT SHALL BE FREE OF FRESH MANURE, SAWDUST, WOOD CHIPS, LEATHER CHIPS, TAN BARK, LONG STRAW, SOFT HAY, STONES, FOREIGN INJURIOUS SUBSTANCES OR CHEMICALS USED TO HASTEN DECOMPOSITION.
2. TO BE TWO YEARS OLD MAXIMUM, NINE MONTHS MINIMUM WITH MINIMUM OF THREE TURNINGS WITHIN THIS TIME PERIOD.
3. NO BURNED OR FIRE-FANGED MANURE WILL BE ACCEPTABLE.

M. SOIL AMENDMENTS

DIATOMACEOUS EARTH SOIL AMENDMENT CONSISTING OF SILICA, ALUMINA, IRON OXIDE AND SHALL HAVE 0.1 TO 1 MICRON PORE SIZE, WITH A MINIMUM OF 113 PERCENT WATER ABSORPTION, MAXIMUM 19 PERCENT LOSS SULPHATE SOUNDNESS, 80 PERCENT TOTAL POROSITY. A TOTAL OF 54 PERCENT TO PASS 10 MESH SCREEN, 98 PERCENT TO PASS 80 MESH SCREEN.

SOIL AMENDMENTS

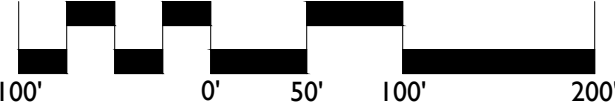
Attachment 3

1. Tree Planting Requirements.
 - a. For all street trees, as well as any tree that is bound on all sides by concrete or other nonpermeable surface, planting techniques shall be required as provided on Attachment 1.
 - b. Each street tree shall have a soil volume of 600 cubic feet.
 - c. For large maturing street trees, the tree well size shall range from 5ft x 9ft (45sqft) to 6ft x 8ft (48sqft).
 - d. For medium/small maturing street trees, the tree well size shall be a minimum of 5ft x 5ft (25sqft).
 - e. Each parking lot tree shall have a landscape area of a minimum of 250 sf for large maturing trees and 150sf for medium/small maturing trees.
2. Amended Soils
 - a. The Amended Soils requirement may be met in one of the following ways:
 - i. Preparing the existing soil as follows:
 1. Tree planting areas by tilling to a depth of 18", and adding amended soils.
 2. Shrub planting areas by tilling to a depth of 12", and adding amended soils.
 3. Seed/sod areas by tilling to a depth of 6", and adding amended soils.
 4. The options listed above may also require the removal of some existing soil along with other mitigation work and soil amendments to improve soil structure.
 - ii. Removing all existing soil from a required planting area and replacing it with new soil and other soil amendments.
 - b. Amended Soils requirements may be waived by the Parks, Trails and Landscape Specialist, the Environmental Review Analyst, and other designees of the Town's Environmental Services division.
3. Determination of Amended Soils requirements will be based on soil testing to verify the quality of existing soil, Amended Soil and other soil amendments. Staff will inspect soil at the time of planting bed preparation and make recommendations based on soil test results to determine required soil amendments.
 - a. Soil composition shall be consistent with sandy loam to loam soil properties.
 - b. Amended soil shall have an acidity range of pH 5.5 to 7.0.
 - c. To achieve the sandy loam to loam properties, soil amendments as described in Attachment 2 may be used.
4. Amended Soil requirements shall have uniform composition throughout, with a mixture of subsoil. It shall be free of stones, lumps, live plants and their roots, sticks, and other extraneous matter. It shall contain no man-made materials unless otherwise specified. Amended soil shall not be used while in a frozen or muddy condition.



- LEGEND:
- PRIMARY OPEN SPACE
 - PRIVATE COMMON/PERSONAL OPEN SPACE
 - PROPOSED TOWN 8FT MULTI-USE TRAIL
 - INTERNAL PEDESTRIAN PATHWAYS
 - EXISTING SIDEWALK

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.



DATE: 12/06/2017
DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI
SCALE: 1"=100'-0"
PROJECT #: 8517023
SHEET #:

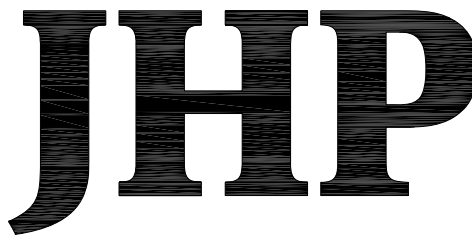
RZ2.0

REVISIONS:

THE POINT
PLANNED DEVELOPMENT - REZONING
DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL | FLOWER MOUND, TEXAS
CONCEPTUAL OPEN SPACE AND PEDESTRIAN CIRCULATION

PRELIMINARY
THIS PLAN IS FOR INFORMATION ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.
Matthew S. Vinten
Registered Landscape Architect of the
State of TEXAS
Registration Number: 2946

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Michael L. Arbour
Registered Architect of the State of TEXAS
Registration Number: 11958

THE POINT
Flower Mound, Denton County, TX



01 Typical Multi Family Building - Front Elevation (West)

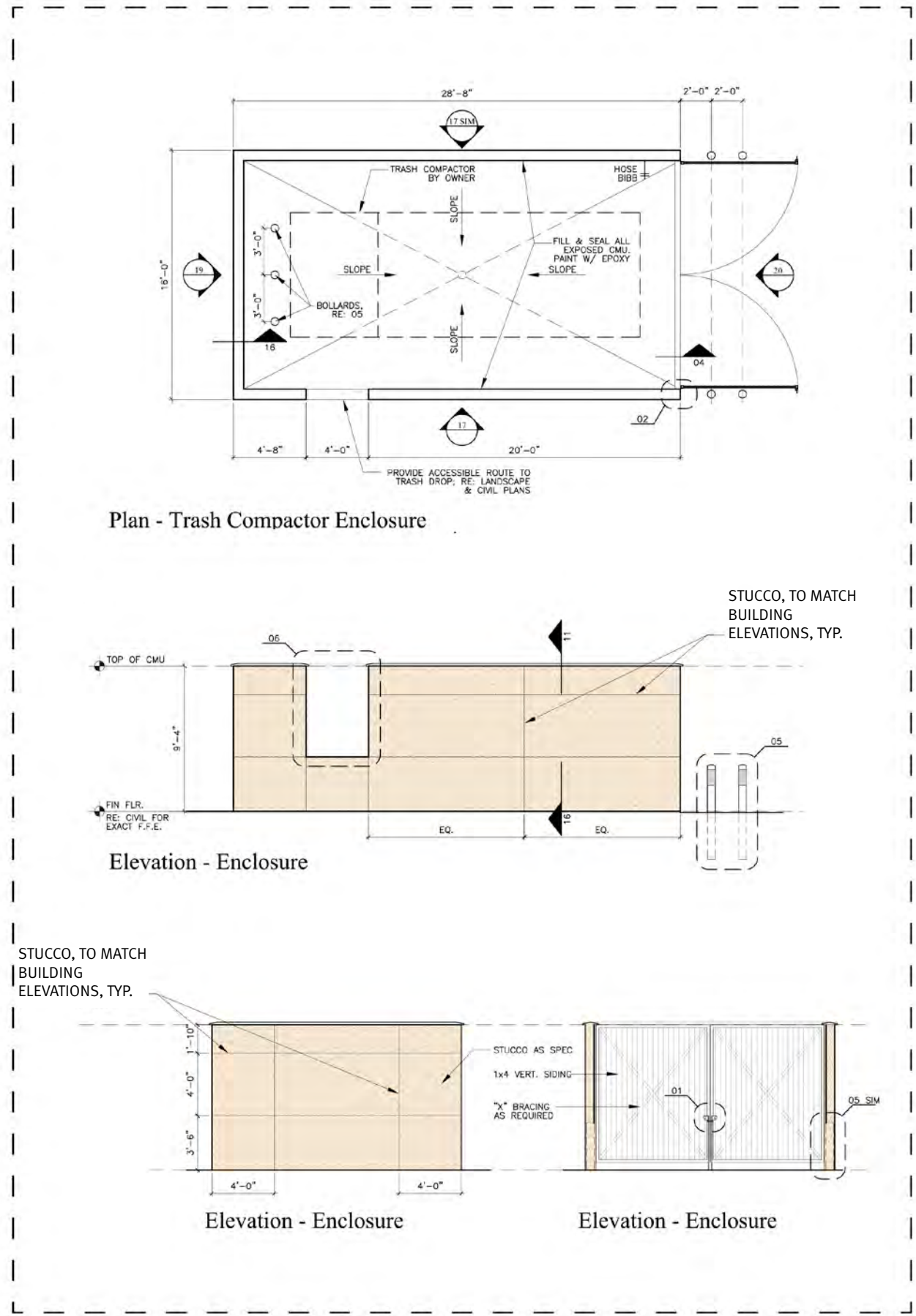


02 Typical Multi Family Building - Typical Side Elevation (North and South)



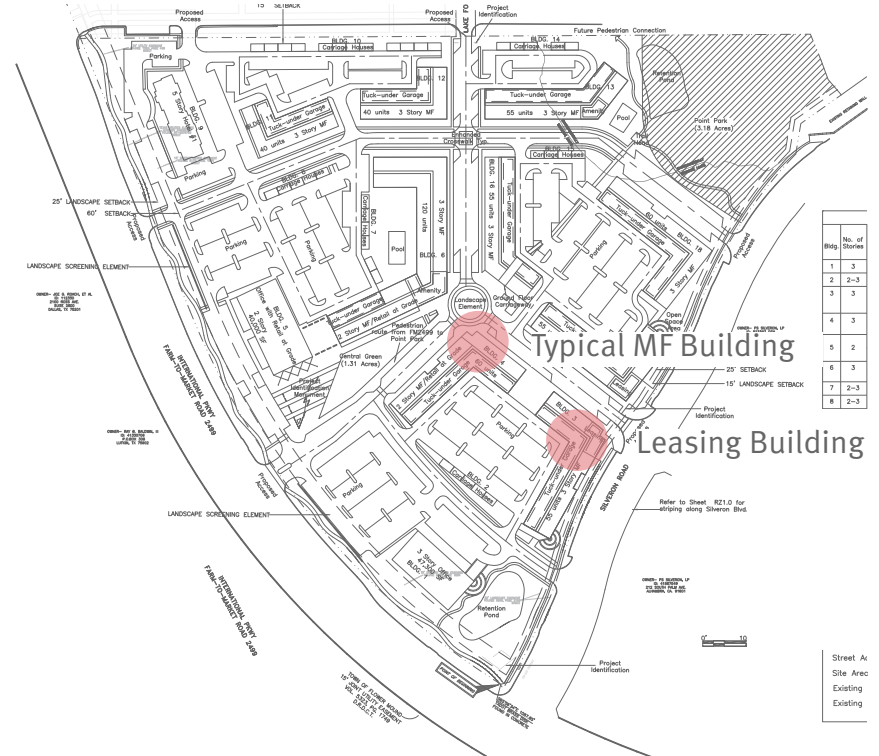
03 Typical Multi Family Building - Rear Parking Courtyard Elevation (East)

Typical Multi Family Building	Front Elevation	Rear Parking Courtyard Elevation	Typical Side Elevation
Total Facade	11,000 s.f.	11,400 s.f.	7,100 s.f.
Facade exclusive of Doors and Windows	7,200 s.f.	7,400 s.f.	4,900 s.f.
Doors and Windows	3,800 s.f.	4,000 s.f.	2,200 s.f.
Primary Material totals	3,270 s.f. - 46%	4,720 s.f. - 64%	2,250 s.f. - 46%
Brick	1,290 s.f. - 18%	2,060 s.f. - 28%	600 s.f. - 12%
Stone	0	0	0
Stucco	1,390 s.f. - 19%	2,310 s.f. - 31%	1,270 s.f. - 26%
Cementitious Panel	590 s.f. - 9%	350 s.f. - 5%	380 s.f. - 8%
Secondary Material totals	3,930 s.f. - 54%	2,680 s.f. - 36%	2,650 s.f. - 54%
Siding (Not EFIS)	2,900 s.f. - 40%	2,300 s.f. - 31%	2,010 s.f. - 41%
Metal	1,030 s.f. - 14%	380 s.f. - 5%	640 s.f. - 13%



Note:

- Roof-mounted mechanical units and/or equipment shall be screened from view by parapet walls, mansard roofs or other architectural elements.
- Parapet wall, mansard roofs or other architectural elements shall be constructed to a height not less than one foot above the horizontal plane of the highest roof-mounted mechanical units and/or piece of equipment.
- Parapet walls, mansard roofs and architectural elements shall be constructed of materials compatible to those used in the development.
- If parapet walls or mansard roofs are used to meet the screening requirements of this section, they will be constructed in a continuous, unbroken method along any wall plane.
- The height of required screening elements shall not contribute to the calculation of building height.



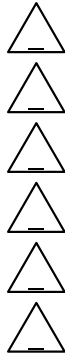
Elevation Key Plan
Scale: 1" = 15'-0"

Typical Multi Family Building Elevations
(Building 11,12,13,16,18)

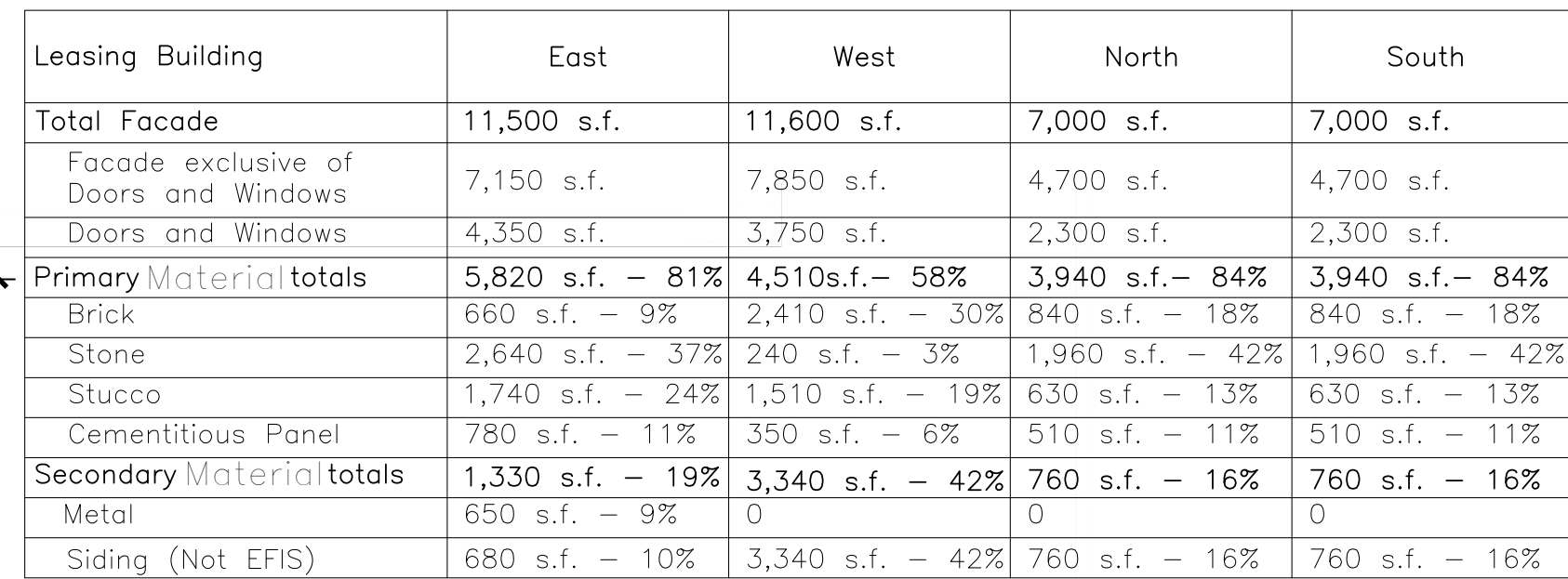
Project Number: 2017031
Drawn By: gp
Issue For: Master Plan Amendment
Date: 11.27.2017

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Revision Date



Sheet:



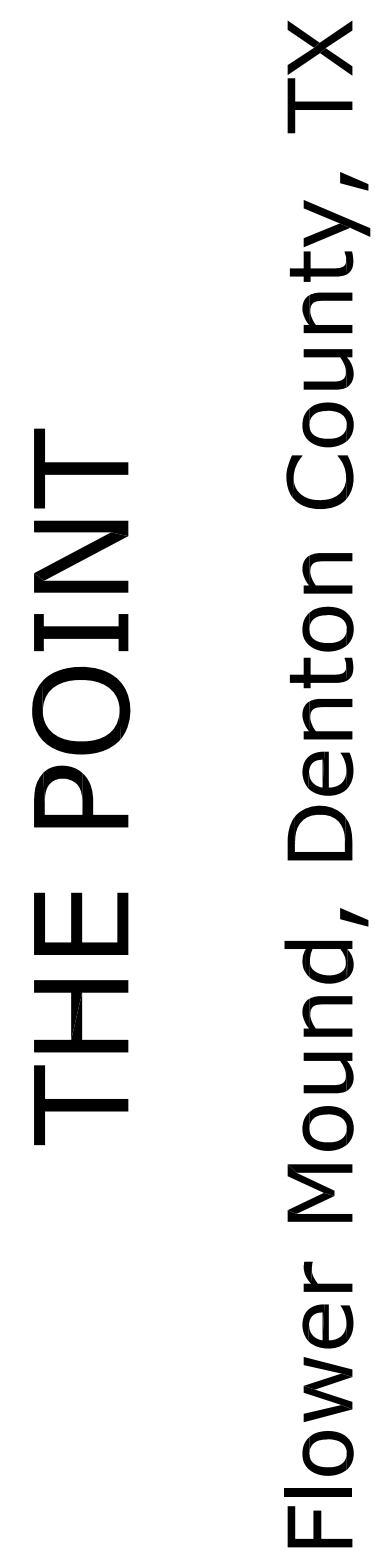
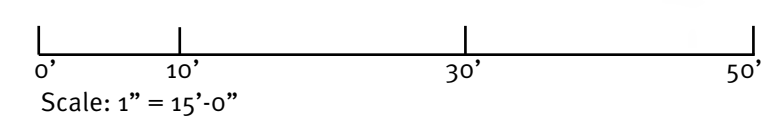
JHP Architecture / Urban Design
8340 Meadow Road Suite 150
Dallas, Texas 75231
Telephone: 214-363-5687
Fax: 214-363-9563

Registered Architect of the State of TEXAS
Registration Number: 11958

Key	D- Door entrance in to building or unit
Note:	① Roof- mounted mechanical units and/or equipment shall be screened from view by parapet walls, mansard roofs or other architectural elements. ② Parapet wall, mansard roofs or other architectural elements shall be constructed to a height not less than one foot above the horizontal plane of the highest roof-mounted mechanical units and/or piece of equipment. ③ Parapet walls, mansard roofs and architectural elements shall be constructed of materials compatible to those used in the development. ④ If parapet walls or mansard roofs are used to meet the screening requirements of this section, they will be constructed in a continuous, unbroken method along any wall plane. ⑤ The height of required screening elements shall not contribute to the calculation of building height.



Carriage House Material	Tabulation	Chart	
	Front	Rear	Side
Doors and Windows	35%	31%	35%
Wood	9%	11%	11%
Brick	5%	20%	6%
Stucco	5%	0%	5%
Cementitious Panel	11%	9%	25%
Siding (Net EPS)	0%	29%	0%
Stone	30%	0%	10%
Metal	5%	0%	8%



Multifamily Units with Leasing
Office, Commercial Ready Units
Elevations (Building 3,4,6,17)
and
Carriage House Elevations
(Building 2,7,8,10,14,15)

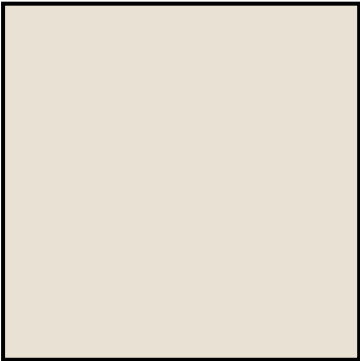
Project Number: 201703
 Drawn By: gp
 Issue For: Master Plan Amendment
 Date: 11.29.2017

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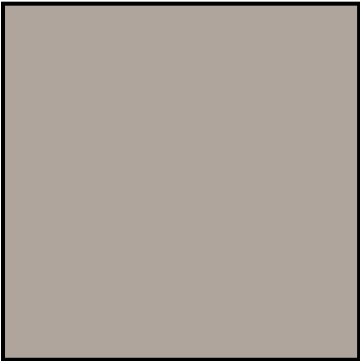
Revision	Date
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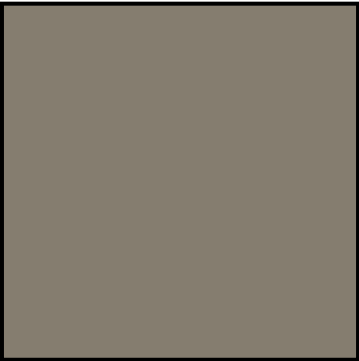
Building Colors



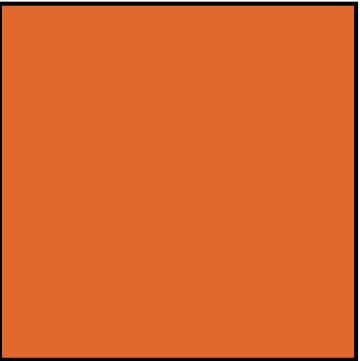
Shoji White
Sherwin Williams
7042



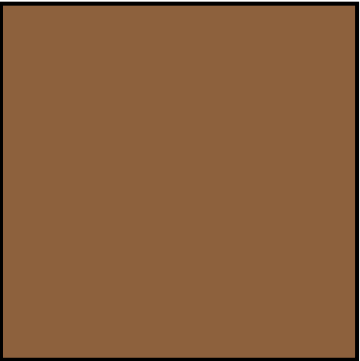
Functional Gray
Sherwin Williams
7024



Anonymous
Sherwin Williams
7046

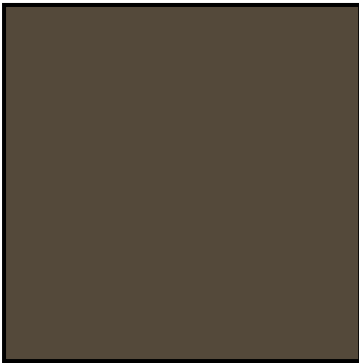


Determined Orange
Sherwin Williams
6635



Jute Brown
Sherwin Williams
6096

Building Materials



SBR Bronze
(Metal Panels)
Alpolic: 3mm4SBR3.5



8” Classic Jerusalem-
Cayenne(Coronado Stone)



Mushroom Brown
Acme Brick
(Brick)



Brookshire
Acme Brick
(Brick)



	WEST			NORTH			SOUTH			EAST		
	SF	%		SF	%		SF	%		SF	%	
TOTAL	9409			5201			5201			9341		
WINDOWS & DOORS	3812			2182			2182			4246		
TOTAL LESS WINDOWS & DOORS	5597			3039			3039			5095		
PRIMARY MASONRY	BRICK	3324	59.39	564	18.56	564	18.56	2810	55.15			
	STONE	1462	26.12	1845	60.71	1845	60.71	1344	26.38			
	CAST STONE	20	0.36	101	3.32	101	3.32	20	0.39			
SECONDARY	CEMENTITIOUS PANEL	352	6.29	0	0.00	0	0.00	0	0.00			
	EIFS	334	5.97	196	6.45	196	6.45	298	5.85			
OTHER ALUMINUM COMPOSITE CLADDING	ALUCOBOND /											
	CLADDING	105	1.88	333	10.96	333	10.96	623	12.23			
TOTAL	5597	100	3039	100	3039	100	5095	100				



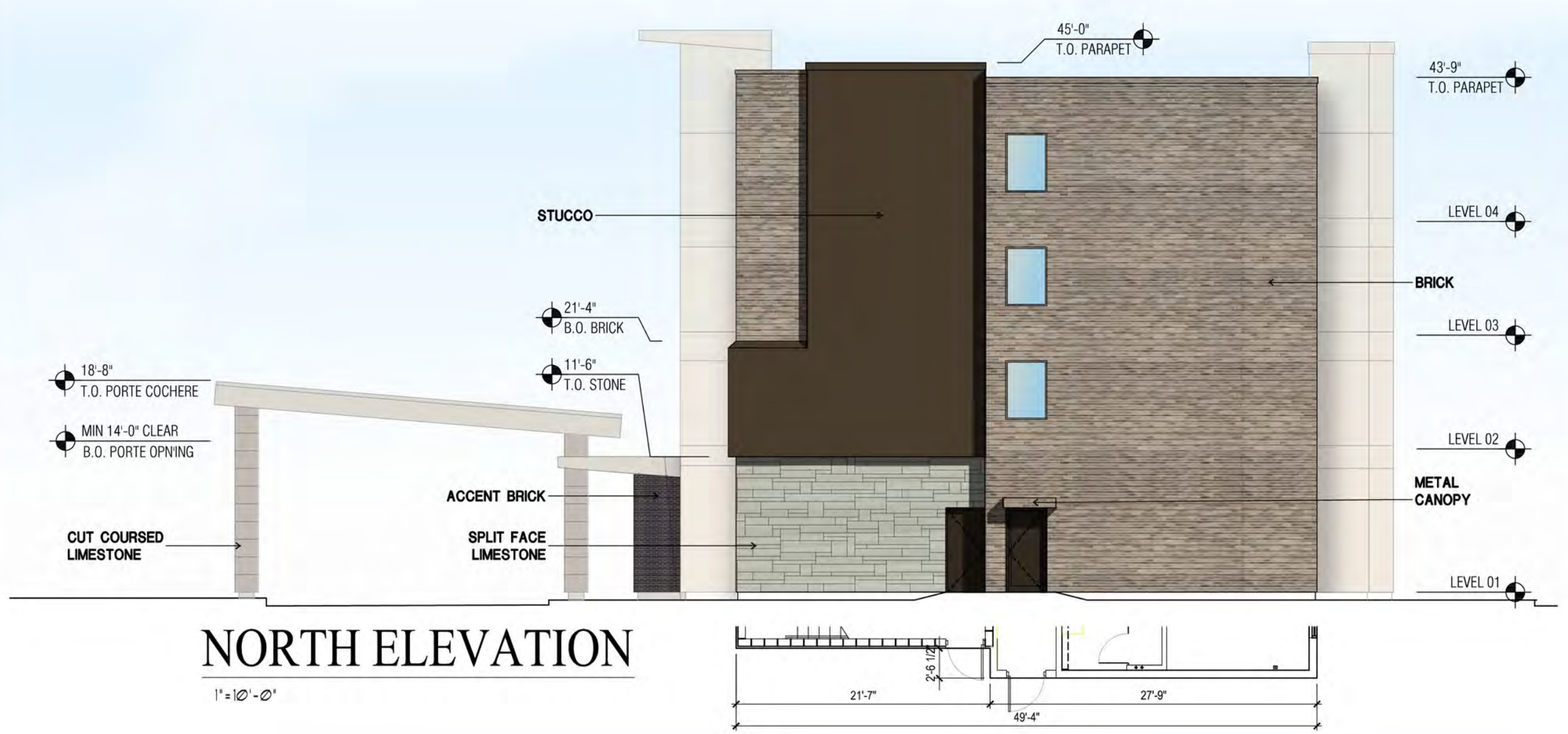
EAST ELEVATION

1" = 10' - 0"



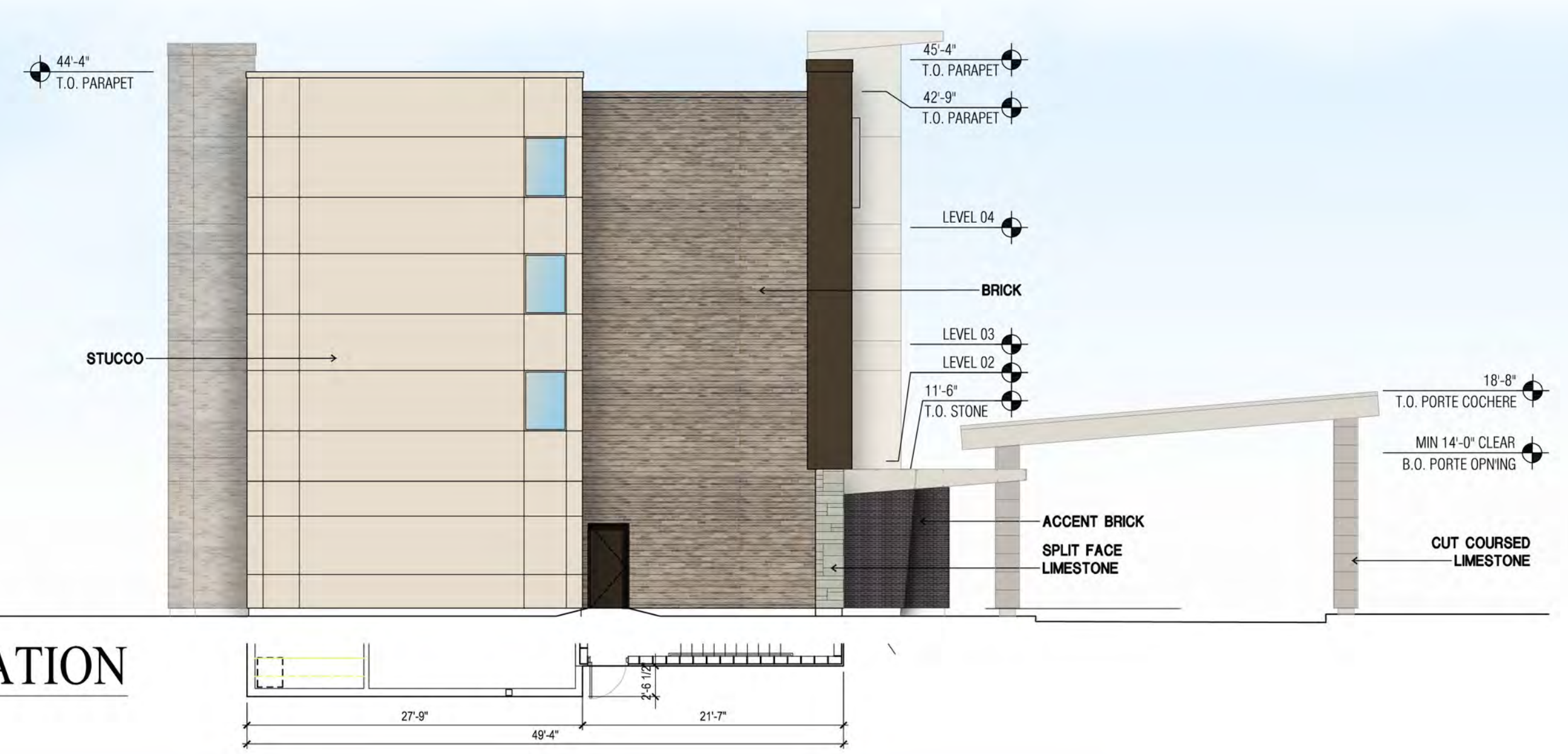
NORTH ELEVATION

1" = 10' - 0"



SOUTH ELEVATION

1" = 10' - 0"



WEST ELEVATION

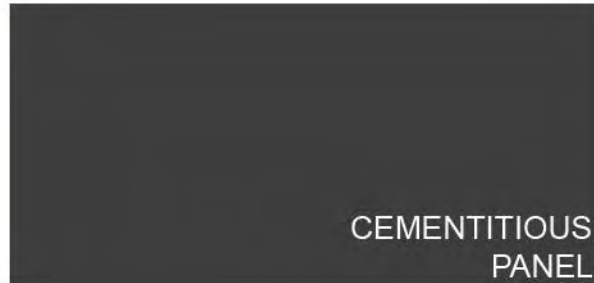
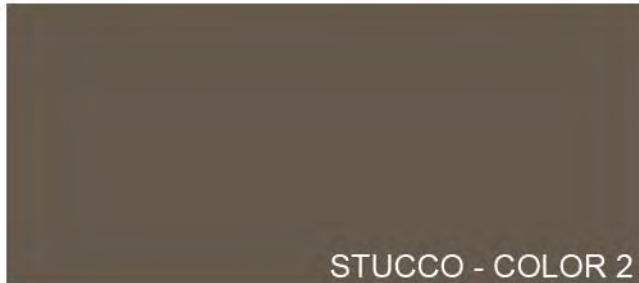
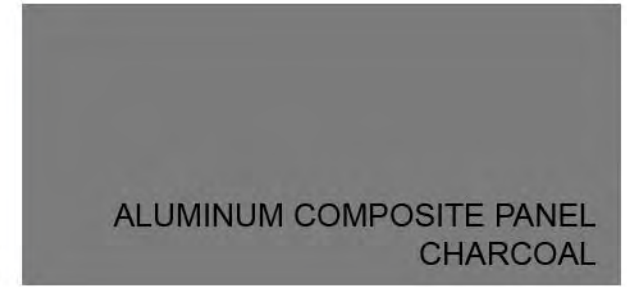
1" = 10' - 0"



	EAST		NORTH		SOUTH		WEST	
	SF	%	SF	%	SF	%	SF	%
TOTAL	9172		2187		2184		9210	
WINDOWS & DOORS	2210		101		76		2251	
TOTAL LESS WINDOWS & DOORS	6962		2086		2108		6959	
PRIMARY MASONRY								
BRICK	2946	42.32	1274	61.07	789	36.48	1968	28.25
STONE	219	3.14	1030	27	128	6.06	825	11.86
STUCCO	3866	55.53	563	26.99	1285	60.96	3150	45.27
SECONDARY								
CEMENTITIOUS PANEL							673	9.67
EFS	150	2.15	26	1.25	27	1.28	177	2.54
ALUCOBOND / OTHER ALUMINUM COMPOSITE CLADDING			4	0.19			168	2.41
TOTAL	6962	100	2086	100	2108	100	6959	100

THE POINT - TRU by HILTON
BUILDING 9

FLOWER MOUND, TEXAS
DIRECT DEVELOPMENT



SPLIT FACE LIMESTONE



CUT COURSED LIMESTONE



ACCENT BRICK

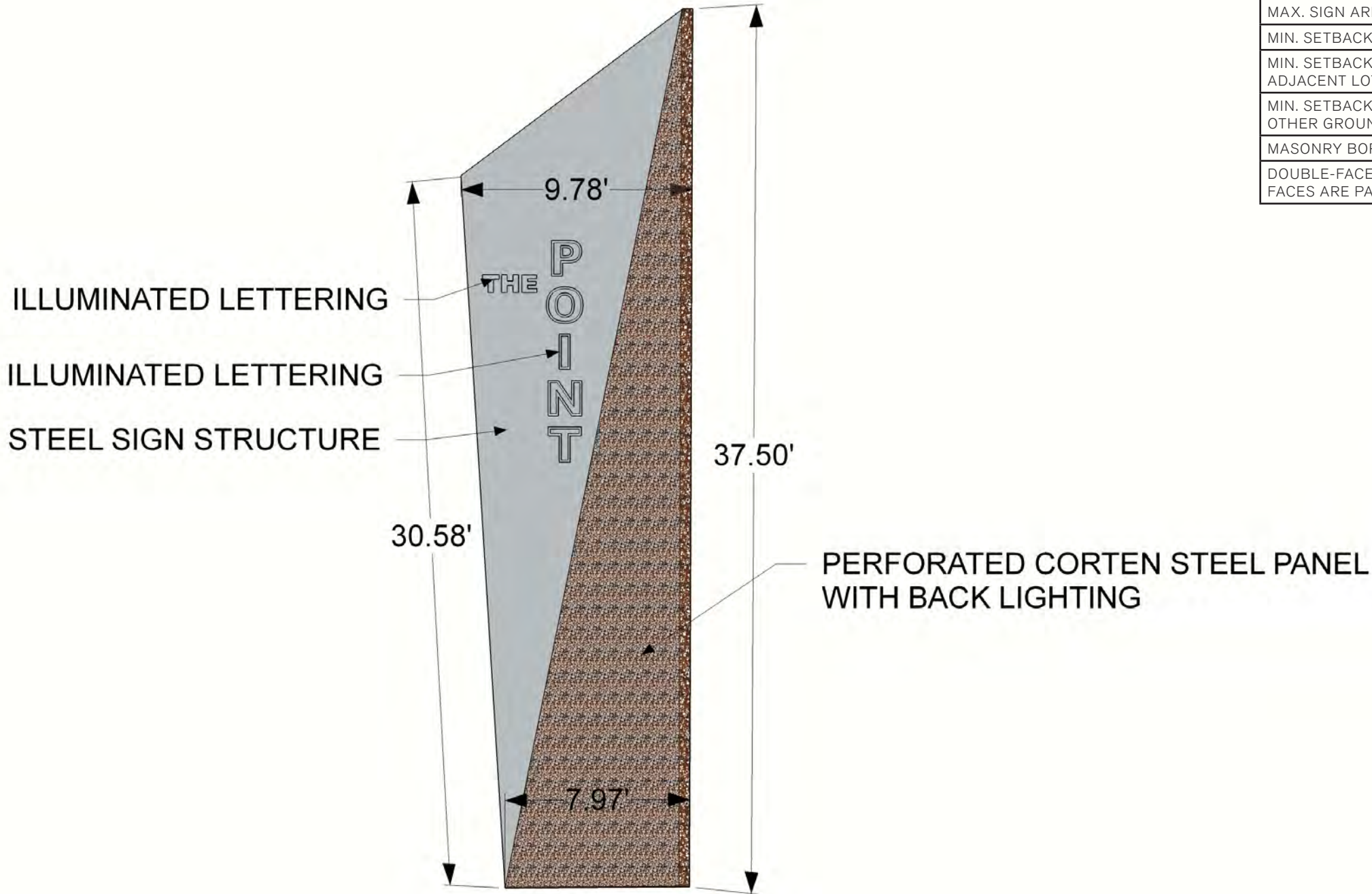


BRICK



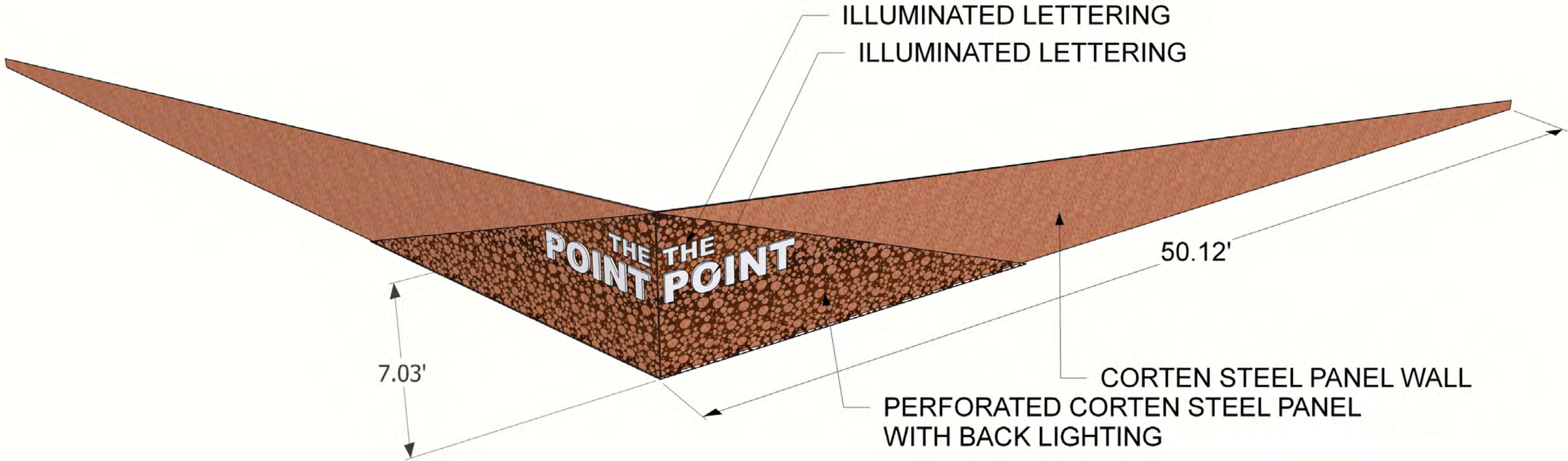
- 1 The Point Sign 1 (ground sign)
- 2 The Point Sign 2 (ground sign)
- 3 The Point Sign 3 (ground sign)
- 4 The Point Sign 4 (ground sign)
- 5 Trailhead Sign 5 (ground sign)
- 6 A Tru Hotel West Facade Sign 6A (wall sign)
- 6 B Tru Hotel East Facade Sign 6B (wall sign)
- 7 Tru Hotel Monument Sign 7 (ground sign)

GROUND SIGN REQUIREMENTS - SIGN 1			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	38'
MAX. WIDTH	Sec. 86-67 (2)	10'	10'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	VARIES PER SIDE, 450 SF MAX
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO



SIGN 1

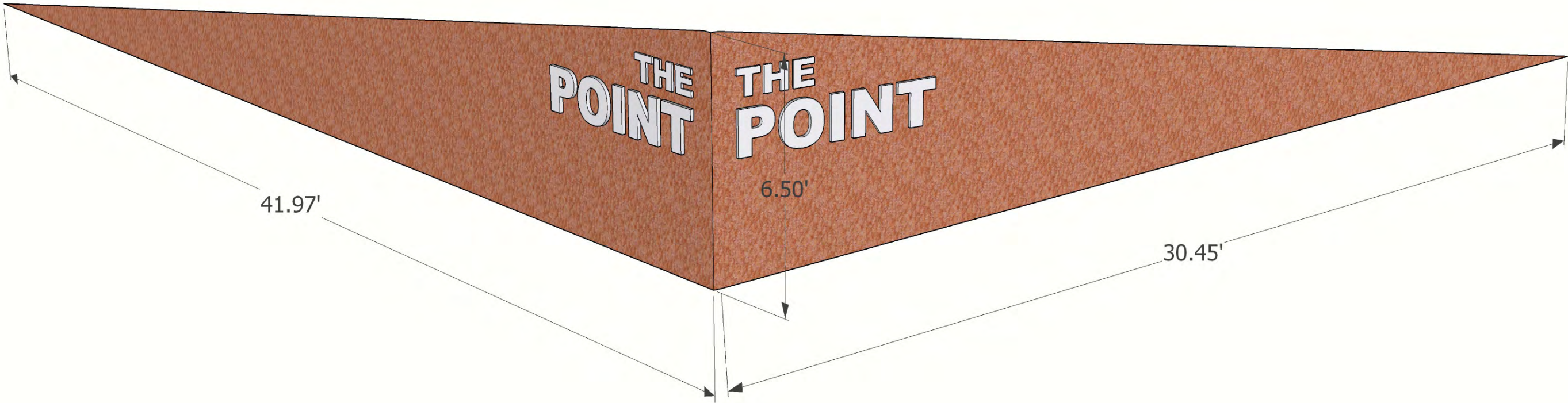
GROUND SIGN REQUIREMENTS - SIGN 2			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	8'
MAX. WIDTH	Sec. 86-67 (2)	10'	51'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	360 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO



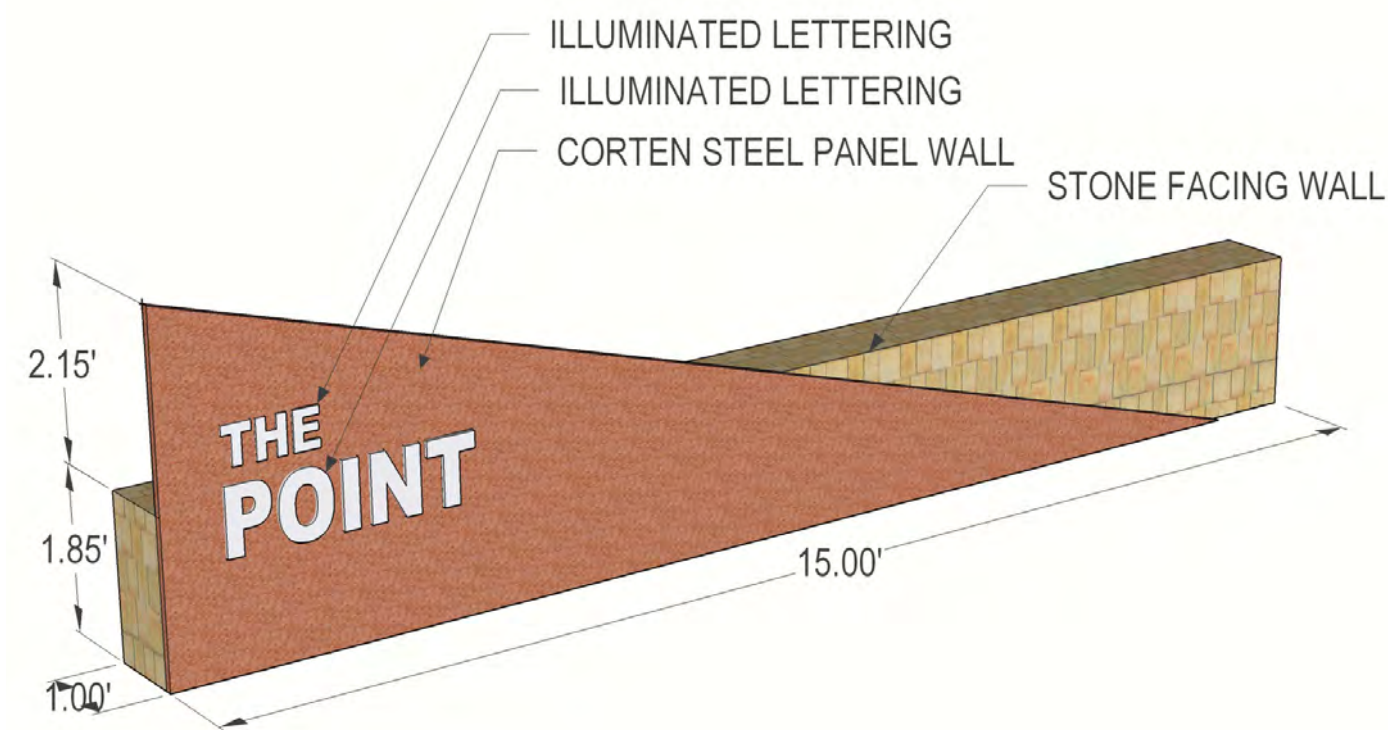
SIGN 2

THE POINT FLOWER MOUND, TEXAS ▪ ARCHITECTURAL IMAGERY PACKAGE

GROUND SIGN REQUIREMENTS - SIGN 3			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	6.5'
MAX. WIDTH	Sec. 86-67 (2)	10'	42'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	275 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO

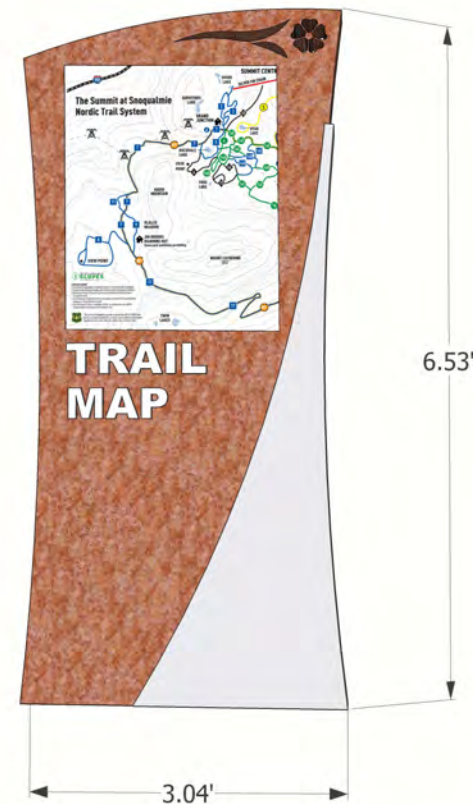


SIGN 3



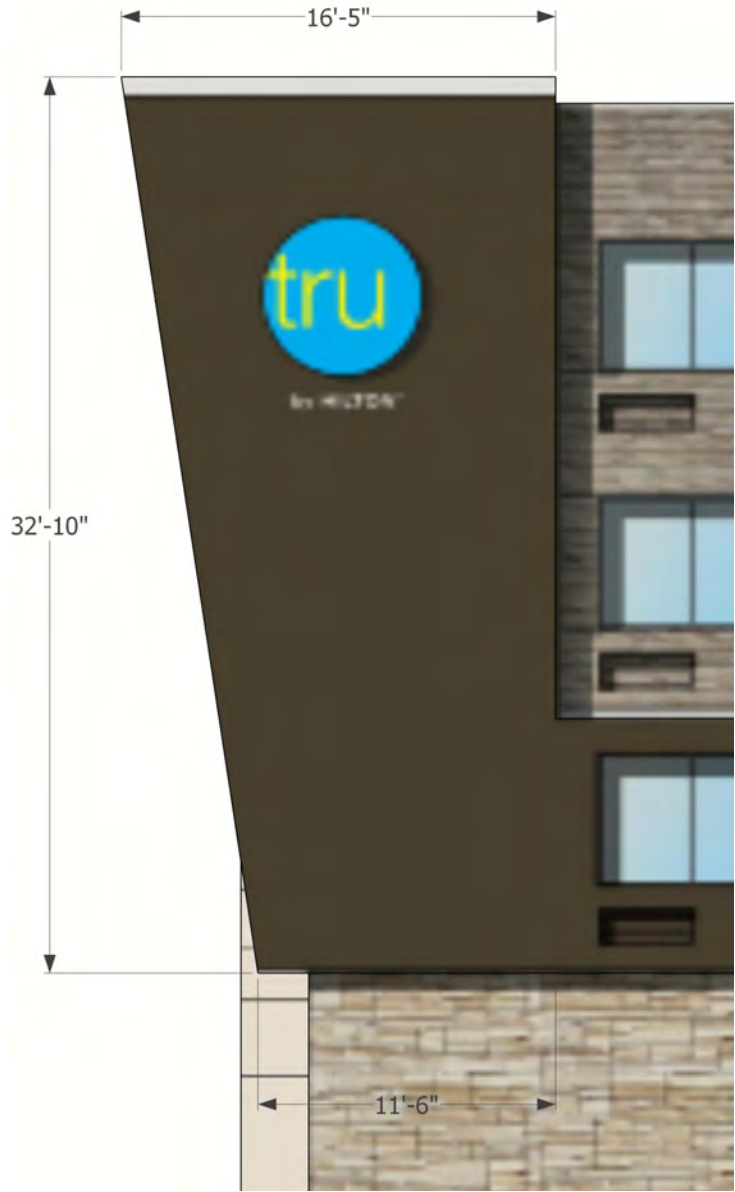
SIGN 4

GROUND SIGN REQUIREMENTS - SIGN 4			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	4'
MAX. WIDTH	Sec. 86-67 (2)	10'	15'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	60 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	15'
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NOT APPLICABLE, SINGLE FACED



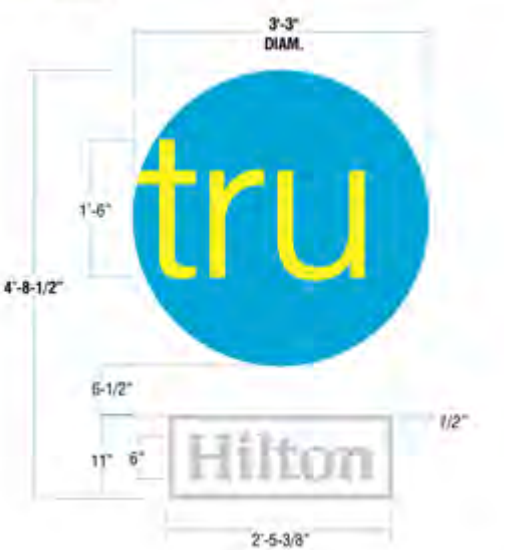
TRAILHEAD SIGN 5

GROUND SIGN REQUIREMENTS - TRAILHEAD SIGN 5			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	7'
MAX. WIDTH	Sec. 86-67 (2)	10'	4'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	28 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	YES



WALL SIGN REQUIREMENTS - TRU HOTEL WEST FACADE SIGN 6A			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	32'-10"
MAX. WIDTH	Sec. 86-67 (2)	10'	16'-5"
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	460 SF

TRU HOTEL WEST FACADE
SIGN 6A



TRU HOTEL EAST FACADE
SIGN 6B

WALL SIGN REQUIREMENTS - TRU HOTEL EAST FACADE SIGN 6B			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-68 (a)(6)	6'	5'
MAX. WIDTH	Sec. 86-68 (a)(6)	105' (55% of 192')	4'
MAX. SIGN AREA	Sec. 86-68 (a)(4)	300 SF	20 SF
MAX. DEPTH	Sec. 86-68 (a)(3)	1'	1.5'



TRU HOTEL GROUND
SIGN 7

GROUND SIGN REQUIREMENTS - TRU HOTEL GROUND SIGN 7			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	8'
MAX. WIDTH	Sec. 86-67 (2)	10'	5'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	40 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	YES



THE CENTRAL GREEN

THE POINT FLOWER MOUND, TEXAS ▪ CONCEPTUAL RENDERINGS

PN 8517023 | 10.27.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

ILLUSTRATIONS ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



LandDesign®



CORNER MONUMENT

THE POINT FLOWER MOUND, TEXAS ▪ CONCEPTUAL RENDERINGS

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LandDesign

TRAIL HEAD



TRAIL HEAD & MULTIFAMILY AMENITY

LEASING ENTRANCE & RETAIL READY / LIVE WORK



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OFFICE PERSPECTIVE



OFFICE PLAZA



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HOTEL ENTRANCE



HOTEL AERIAL PERSPECTIVE



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THE POINT FLOWER MOUND, TEXAS ▪ CONCEPTUAL RENDERINGS

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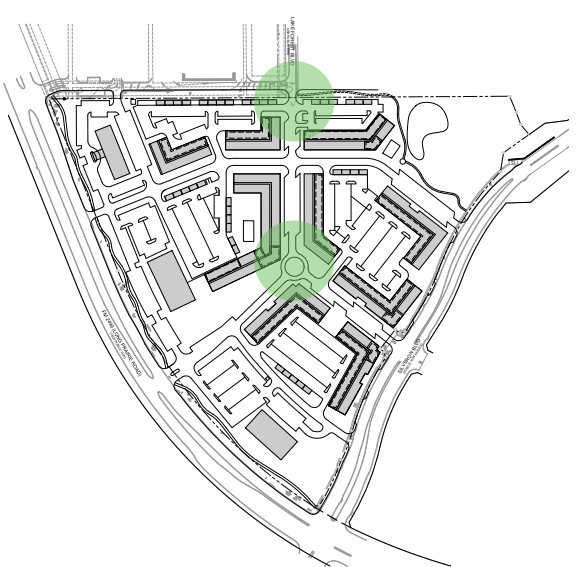
ROUND-ABOUT



ROUND-ABOUT



LAKE FOREST ENTRANCE



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THE POINT FLOWER MOUND, TEXAS • CONCEPTUAL RENDERINGS

PN 8517023 | 10.27.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

LandDesign®

2499 SOUTHBOUND



2499 NORTHBOUND



PARKING LOT LANDSCAPE BERM

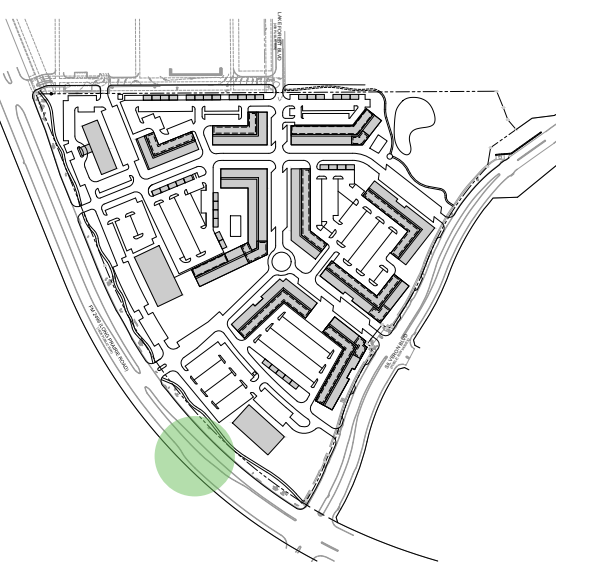


FM 2499 NORTHBOUND

THE POINT FLOWER MOUND, TEXAS ▪ CONCEPTUAL RENDERINGS

PN 8517023 | 10.27.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

ILLUSTRATIONS ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



LandDesign



SPECIMEN TREE COMPLIANCE - TOWN OF FLOWER MOUND									
TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	STEM	LOCATION 1	LOCATION 2	STATUS	REMARKS
1	23	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	UPLAND HABITAT	PRESERVED	SPECIMEN
2	22	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	UPLAND HABITAT	PRESERVED	SPECIMEN
3	23	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	UPLAND HABITAT	PRESERVED	SPECIMEN
4	22	POST OAK	QUERCUS STELLATA	HEALTHY	SINGLE	BUILDABLE AREA	UPLAND HABITAT	PRESERVED	SPECIMEN

TREE SURVEY MITIGATION TABULATIONS:

TOTAL NUMBER OF SPECIMEN TREES:	4 TREES
TOTAL SPECIMEN TREES ON-SITE IN "GOOD" CONDITION:	4 TREES
TOTAL SPECIMEN TREES TO BE REMOVED IN "GOOD" CONDITION:	0 TREES
TOTAL SPECIMEN TREES ON SITE:	90.0" CAL. INCHES (4 TREES)
TOTAL SPECIMEN TREES TO BE REMOVED:	0.0" CAL. INCHES (0 TREES)
TOTAL PROTECTED TREES REMOVED:	TBD
LESS SPECIMEN TREE PRESERVATION CREDITS:	(XX) TREES
LESS PROTECTED TREE PRESERVATION CREDITS:	(XX) TREES (REFER TO SHEET RZ1.0)
TOTAL PROTECTED TREE REPLACEMENTS REQUIRED:	XX TREES
PROTECTED TREE MITIGATION:	
TOTAL PROTECTED TREE REPLACEMENT:	TBD
CASH-IN-LIEU FEE:	\$375 / TREE
PROTECTED TREE CASH-IN-LIEU FEE:	\$0.00

SPECIMEN TREE MITIGATION
TOTAL PROTECTED SPECIMEN TREES TO BE REMOVED: 0.0" CAL. INCHES
0.0" CAL. INCHES X 2 = 0.0" CAL. INCHES MITIGATION REQUIRED (2.5" - 3" CAL. TREES)
(0) 3" CALIPER TREES ARE INDICATED ON THE LANDSCAPE PLAN FOR MITIGATION OF THE SPECIMEN TREE. TREES ARE IDENTIFIED WITH AN "M"

TREE SURVEY LEGEND:

	TAG#
	SPECIMEN TREE TO BE PRESERVED
	UPLAND HABITAT / ENVIRONMENTALLY SENSITIVE AREA

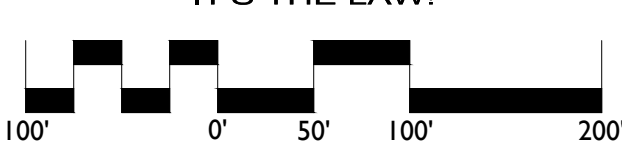
GENERAL NOTES:

1. ORIGINAL TREE SURVEY INFORMATION AND ON-SITE DOCUMENTATION PROVIDED BY CATES-CLARK DATED 05/21/2017. REFER TO TREE SURVEY AND ALL ASSOCIATED DOCUMENTATION FOR ADDITIONAL INFORMATION.
2. SHEETS RZ1.0 - RZ1.4 PRODUCED BY LANDDESIGN ARE FOR CONVEYING TREE ORDINANCE REQUIREMENTS ONLY. BASED ON THE TREE SURVEY INFORMATION PROVIDED BY CATES-CLARK AND CURRENT CONCEPTUAL SITE PLAN SHOWN.
3. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON FINAL SITE PLAN AND GRADING PLANS.
4. ADDITIONAL PROTECTED TREES TO BE PRESERVED ON SITE AS FINAL GRADING ALLOWS AND FINALIZED DURING THE DEVELOPMENT/PERMITTING PROCESS.
5. REFER TO SHEET RZ1.0 FOR ADDITIONAL SPECIMEN/PROTECTED TREE MITIGATION CREDITS AND INFORMATION.
6. TREE TAG NUMBERS ARE TEMPORARY, AND WILL BE UPDATED ONCE A TREE SURVEY HAS BEEN COMPLETED.

TREE PROTECTION NOTES:

- THE DEVELOPER AND CONTRACTOR SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES PER TOWN OF FLOWER MOUND ORDINANCE.
1. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL FOUR-FOOT-HIGH PLASTIC (OR EQUIVALENT) SAFETY FENCING AROUND THE DRIP LINE OF PROTECTED TREES AND SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF SPECIMEN AND HISTORIC TREES.
 2. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER/PROPERTY OWNER/CONTRACTOR SHALL INSTALL A FOUR-FOOT-HIGH PLASTIC (OR EQUIVALENT) SAFETY FENCING ALONG THE PERIMETER OF THE UPLAND HABITAT AREA TO BE SAVED ADJACENT TO WHERE CONSTRUCTION ACTIVITIES WILL OCCUR.
 3. PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS. DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, ON OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY. WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE, THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.
 4. DURING CONSTRUCTION, THE DEVELOPER OR PROPERTY OWNER SHALL PROHIBIT THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF ANY PROTECTED, SPECIMEN, OR GROUP OF SUCH TREES.
 5. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY PROTECTED TREE(S).
 6. WITH MAJOR GRADE CHANGES OF SIX INCHES OR GREATER, A RETAINING WALL OR TREE WELL OF ROCK, BRICK, LANDSCAPE TIMBERS OR OTHER APPROVED MATERIALS SHALL BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN THE DRIP LINE OF THE TREE. THE TOP OF THE RETAINING WALL OR TREE WELL SHALL BE CONSTRUCTED AT THE NEW GRADE.
 7. UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF ANY PROTECTED, SPECIMEN, OR HISTORIC TREE OR GROUP OF SUCH TREES.
 8. ANY TREE(S) REMOVED DURING LAND DEVELOPMENT, CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITIES SHALL BE CHIPPED OR HAULED OFF-SITE. BURNING OF REMOVED TREES IS PROHIBITED UNLESS PRIOR APPROVAL IS GIVEN BY THE TOWN'S FIRE MARSHAL.
 9. THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE MAY REQUIRE ADDITIONAL PROTECTION MEASURES OR BEST MANAGEMENT PRACTICES AS NEEDED ON A CASE BY CASE BASIS TO ADEQUATELY PROTECT PROTECTED, SPECIMEN, OR HISTORIC TREES.

THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. PLAN WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON SITE PLAN AND GRADING PLAN APPROVAL.

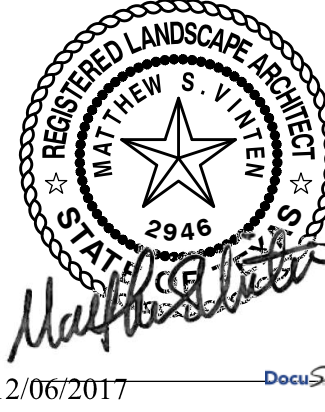


REVISIONS:

DATE: 12/06/2017
DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI
SCALE: 1"=100'-0"
PROJECT #: 8517023
SHEET #:

RZ4.0

THE POINT
PLANNED DEVELOPMENT - REZONING
DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL | FLOWER MOUND, TEXAS
TREE SURVEY REFERENCE PLAN



LandDesign.
5301 Alpha Road, Suite 24
Dallas, Texas 75240
214 | 785 6009 (O)
www.LandDesign.com
TBPE: F-14754 / TBAE: BR-1927

**Exhibit “B”
Development Standards**

**Planned Development District - 156 (PD-156)
The Point**

The development on the property comprising approximately 34.553 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

Development of the Campus Commercial District area designated on Exhibit “C”, comprising of approximately 34.553 acres, shall be in compliance with all regulations applicable to the Campus Commercial District (CC) uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

A. DEFINITIONS.

1. *CARRIAGE HOUSE* means a single dwelling unit that is designed, built, rented, or leased to be occupied by a family unit and must contain a minimum of 2 stories.
2. *COMMERCIAL READY UNIT* means ground level floor area that may be utilized as a live/work unit, commercial space, or a dwelling unit. On street parking spaces will be utilized to meet this parking requirement.
3. *LIVE/WORK UNIT* means a dwelling unit that is also used for work purposes, provided that the 'work' component is restricted to the uses of professional office, artist's workshop, studio, or other similar uses and is located on the street level. The 'live' component may be located on the street level (behind the work component) or any other level of the building.
4. *PRIMARY PUBLIC OPEN SPACE* means a designated area within the Planned Development that is accessible to the public, has a physical location with a direct connection to the Town’s trail system along Long Prairie Road, and may contain improvements that serve as a sense of place for gathering, allow for passive recreation and exercise or relaxation, and may preserve natural environment. For the purpose of this definition, The Green, Point Park, and the retention pond area at the corner of FM 2499 and Silveron Boulevard located as shown on Exhibit “E” are primary public open space.
5. *PRIVATE COMMON OPEN SPACE* means a privately-owned outdoor or unenclosed area, located on the ground or on a roof, balcony, deck, porch, or terrace, which is designed and accessible for outdoor living, recreation, pedestrian access, or landscaping, and intended for use by the residents, employees, and/or visitors to a development.
6. *PRIVATE PERSONAL OPEN SPACE* means a privately-owned outdoor or unenclosed area, located on the ground or on a roof, balcony, deck, porch, or terrace, which is designed and accessible for outdoor living, recreation, pedestrian access, or landscaping, and intended for use solely by the individual residents of a condominium or multifamily dwelling unit.

B. USE STANDARDS.

1. PERMITTED USES. Except as provided in this section, uses listed as Permitted Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development.
 - a. The following additional uses are permitted in this Planned Development.
 - Multifamily.
 - Carriage house.
 - Commercial ready unit.
 - b. The following uses are prohibited in this Planned Development:
 - Amusement and recreation (indoors).
 - Laboratory, medical or dental.
 - Laboratory, scientific and research.
 - Off-street parking, accessory.
 - Parking lot, commercial.
 - Parking structure, commercial.
 - Swimming pool, commercial.
2. SPECIFIC USES. Except as provided in this section, the uses listed as Specific Uses in Campus Commercial District (CC) in the Town's Zoning Ordinance, may be permitted in this Planned Development with a Specific Use Permit (SUP) approved by the Town Council.
 - a. The following specific uses are prohibited in this Planned Development:
 - Amusement and recreation (outdoors).
 - Car wash, automatic.
 - Car wash, full service.
 - Convenience store with gasoline sales.
 - Institution, drug, or psychiatric treatment.
 - Office-showroom/warehouse.
 - Retail, single tenant (25,000 sf, but less than 50,000 sf).
 - Retail, single tenant (50,000 sf, but less than 75,000 sf).
 - Retail, single tenant (75,000 sf, but less than 100,000 sf).
 - Retail, single tenant (100,000 sf or more).
3. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

C. OPEN SPACE STANDARDS.

1. Public open space and Private open space shall generally be located in the locations as shown on Exhibit "E".

2. PRIMARY OPEN SPACE & TRAIL REQUIREMENTS.

- a. Point Park. There shall be a minimum of 3.1 acres of land area and generally located as shown on Exhibit “E” and shall include a minimum of the following:
 - Gathering area at the trailhead of patterned or stamped concrete.
 - Seating areas (benches, tables and chairs, seat walls).
 - Shade structures, tree plantings to provide a shade canopy, or other elements.
 - Trash receptacles.
 - Drinking fountain.
 - Trail signage.
 - Pedestrian scale lighting.
 - Five-foot-wide walking path designed to connect to adjacent properties, with final material to be determined at platting.
- b. The Green. There shall be a minimum of 1.1 acres of land area and generally located as shown on Exhibit “E” and shall include a minimum of the following:
 - Use of natural and hardscape elements to create active urban plaza.
 - Seating areas (benches, tables and chairs, seat walls) (2).
 - Shade structures, tree plantings to provide a shade canopy, or other elements (2).
 - Trash receptacles (2).
 - Drinking fountain (2).
 - Bicycle rack (2).
 - Trail signage (2).
 - Pedestrian scale lighting.
- c. The Corner. There shall be a minimum of 0.6 acres of land area and generally located as shown on Exhibit “E” and shall include a minimum of the following:
 - Use of natural and hardscape elements to create a pleasant overlook area to the retention pond.
 - Seating areas (benches, tables and chairs, seat walls).
 - Shade structures, tree plantings to provide a shade canopy, or other elements.
 - Trash receptacles.
 - Pedestrian scale lighting.
 - Four-foot-wide pedestrian pathways shall be provided to Building Number 1, from Long Prairie Road, and Silveron Boulevard.
- d. FM 2499 Trail. There shall be a minimum eight-foot-wide multi-purpose trail along the FM 2499 frontage as required by the *Parks & Trails Master Plan*.
- e. Middle Path. There shall be a pedestrian connectivity path between The Green and Point Park consisting of not less than six-foot-wide and not more than eight-foot-wide of unobstructed sidewalk width. Patterned or stamped concrete shall be used across vehicle travel areas.

- f. Silveron Boulevard Sidewalks. Four-foot-wide minimum sidewalks shall be provided along Silveron Boulevard. Additional width is required adjacent to buildings fronting on Silveron Boulevard.

3. SECONDARY OPEN SPACE REQUIREMENTS.

- a. Areas between buildings should incorporate the following improvements:
 - Use of natural and hardscape elements to create interesting, intimate gathering areas.
 - Seating areas (benches, tables and chairs, seat walls).
 - Shade structures, elements.
 - Trash receptacles.
 - Pedestrian scale lighting.
- b. Pedestrian Pathways. Each site plan submitted within the development shall include details of creating a network of pedestrian pathways throughout the development. The system must link all building and activity areas. These pathways shall be a minimum of four-foot-wide and use patterned or stamped concrete or pavers across vehicle travel areas.

4. PRIVATE OPEN SPACE FOR DWELLING UNITS. The private open space standards in this subparagraph are based on the requirements of Section 98-905(b) of the Town Code but modified by the December 18, 2017 Town Council approval of an alternative park land dedication and park development fee set of standards.

Private common open space and private personal open space for all multifamily, carriage house, and commercial ready units developed in the district shall meet the following standards:

- a. A minimum of 200 square feet per dwelling unit shall be provided as courtyards, forecourts, roof-top terraces, recreational amenities such as pools, play courts, etc., or any other private common open space that is accessible to all residents in the district.
- b. No more than 50 percent of the required private common open space may be provided as private personal open space that includes balconies, patios, and similar spaces that are located within individual units.
- c. Secondary Open Space can be counted towards private common and private personal open spaces.
- d. To track compliance With Private Open Space Areas each site plan submitted within the development shall include the following table that quantifies the required open space areas within the Planned Development:

Open Space Category and Land Area Required per Ordinance	This Site Plan	Existing (prior to this site plan)	Cumulative (including this site plan)	Remaining Requirement (based on 580 dwelling units)
Private Common Open Space (200 Square Feet/Dwelling Unit)	No. of du's- _____			
Private Personal Open Space (≤ 50 % of required private common open space/Dwelling Unit)	No. of du's- _____			

D. BUILDING STANDARDS.

1. SETBACKS.

a. Long Prairie Road.

- i. Minimum building setback of 60 feet for all structures.
- ii. Off-street parking is prohibited within the first 25 feet of the property line.

b. Buildings fronting a private street.

- i. There shall be a maximum build-to-line of 10 feet for Type A Street and Type A.2 Street as shown on Exhibit "G".
- ii. There shall be a maximum build-to-line of 13 feet for Type A.1 Street as shown on Exhibit "G".
- iii. Stoops, steps, patios, planters, retaining walls, transformers and other utility equipment, benches, pots, raised planters, sculptures, cabanas and other decorative landscape items may be located within the required setback with no projection limitation, subject to maintaining a minimum unobstructed sidewalk width of four feet.
- iv. Balconies, bay windows, awnings, signs, and entryways affixed to the building or part of the foundation may project up to five feet into required setback with a minimum of eight feet of clearance above the sidewalk.

c. Silveron Boulevard.

- i. Except as provided in this section, there shall be a maximum build-to-line of 25 feet from the existing right-of-way.
- ii. Upon Town Council approval of a Thoroughfare Plan Amendment to revise the street profile for Silveron Boulevard providing for on-street parking, the

Director of Development Services shall have the authority to consider a revised build-to-line during site plan application for any building fronting the street.

- iii. Off-street parking shall be located behind the building.
- d. North Property Line.
 - i. There shall be a minimum building setback of 15 feet.
 - ii. Off-street parking is permitted within the building setback.
- 2. Lot Coverage. Maximum lot coverage is 60 percent.
- 3. Height.
 - a. Except as provided in this paragraph, maximum number of stories is ten.
 - b. Carriage house. Minimum number of stories is two and the maximum number of stories is three.
 - c. Multifamily. Maximum number of stories is four.
- 4. Multifamily and Commercial Ready Ground Floor Design.
 - a. Commercial Ready Unit.
 - i. Each unit shall be constructed to commercial standards.
 - ii. Each unit shall have a floor-to-floor height of 12 feet.
 - iii. Any ground level façade windows that face a public or private street shall incorporate the following design standards.
 - AA. be clear, unpainted, or made of similarly treated glass allowing visibility into street level uses;
 - BB. cover 50 percent or more of street level frontage;
 - CC. not have a bottom edge higher than three feet above the sidewalk;
 - b. Multifamily Unit. Except as provided below, all ground floor dwelling units shall have individual entries to the private street or mutual access drive.
 - i. Except for carriage houses access shall be on the street sidewalk and shall provide at least one of the following design components. Other components may be used that further identifies the entrance.
 - Stoop
 - Step(s)
 - Landing
 - Patio (may be enclosed but shall be at least 35 percent open)

- Awning, canopy, or marquee
 - Planter
- ii. If during site plan application it is determined that existing or proposed utility placement, easements, or other engineering constraints prevent compliance with 3(b) for any unit(s), the director will make a determination in recommending one of the following options for alternative compliance with this subparagraph:
- AA. Exempt the identified dwelling unit(s) to be included in the site plan package presented to the Planning and Zoning Commission.
- BB. A minimum of two ground floor dwelling units that otherwise individually cannot comply with 3(b) may each share one common ground level access way and shall include a minimum of 30 square feet of private personal open space that is visible from the street and shall contain some or all of the following amenities:
- Stoop
 - Step(s)
 - Landing
 - Patio (may be enclosed but shall be at least 35 percent open)
 - Awning, canopy, or marquee

E. LANDSCAPE, HARDSCAPE, & SCREENING STANDARDS.

1. Street Setbacks. Except as provided in this section, there shall be a minimum landscape buffer of 25 feet along Long Prairie Road. There shall be a minimum landscape buffer of 15 feet along Silveron Boulevard as measured from the existing right-of-way.
2. Upon Town Council approval of a Thoroughfare Plan Amendment to revise the street profile for Silveron Boulevard providing for on-street parking, the Director of Development Services shall have the authority to consider a revised landscape buffer width during site plan application for any building fronting the street.
3. Street Buffer Landscaping. Tree plantings shall be provided at a ratio of one tree for each 30 linear feet of the buffer.
4. Street Yard Landscaping. All undeveloped areas of the street yard shall be landscaped at a minimum of 20 percent of the street yard.
5. Perimeter buffers and other landscape areas are generally located as provided on Exhibit "D" and shall require final detail with each site plan application.
6. Tree Planting Requirements.
 - a. For all street trees as well as any tree that is bound on all sides by concrete or other nonpermeable surface, planting techniques shall be required as provided on Exhibit "D", Attachment 1 and Attachment 3.

- b. Amended soils to be utilized for each tree shall be required as provided on Exhibit “D”, Attachment 2 and Attachment 3.
7. Parking Lot Trees. Parking area trees that are required to be located within 50 feet of a parking space and are located within the limits of underground detention shall be located elsewhere within the same parking lot area. The final location of any relocated tree shall be determined during site plan approval.

F. ACCESS, PARKING, AND LOADING STANDARDS.

1. PARKING. Except as provided in this section, off-street parking shall be provided as outlined in the Town of Flower Mound Land Development Regulations. Parking for this development shall use the following standards:
 - a. Commercial ready unit. One space for each 500 square feet of floor area.
 - b. Multifamily and Carriage House.
 - i. Except as provided in this subparagraph, an average of one and one-half spaces must be provided for each dwelling unit based on the minimum parking requirement per the following unit breakdown.
 - ii. A minimum of one space for each one bedroom unit.
 - iii. A minimum of two spaces for each two bedroom unit
 - iv. A minimum of three spaces for each three bedroom unit.
 - v. To track compliance with required multifamily and carriage house parking requirements, each site plan submitted within the development shall include the following table:

Use Category with total number of dwelling units	Number of dwelling units per bedroom count			Required Parking	Provided Parking
	1	2	3		
Multifamily _ units					
Carriage House _ units					

c. Office.

- i. While Town Code requires one space for each 300 square feet of floor area, the real estate industry has seen a change in parking demand that differs from this requirement. If during site plan application, an office parking ratio other than one space for each 300 square feet of floor area is proposed, the following must be included with those established requirements for a site plan:

AA. An updated parking study to this Planned Development that assesses an alternate parking ratio, aggregate existing and required parking within the Planned Development and construction of new development's required and provided parking at the time of the study.

BB. If structured parking or podium parking is proposed that removes existing surface parking, authorization of the property owner(s) for this change and detail of how the displaced surface parking is being replaced.

- ii. Upon approval of the parking study by Town staff, the Director of Development Services shall have the authority to consider a revised parking ratio for the proposed office that is being considered for site plan approval.

- d. The development will be subject to an overall reciprocal easement agreement granting cross-access and cross-parking for the entire development. For purposes of this subparagraph, cross-parking shall include structured parking and podium parking. A copy of said agreement will be provided to the Town of Flower Mound with the Record Plat for the development.

- e. On-street parking within the boundary of the Planned Development is permitted in the locations shown on Exhibit "C" and may be considered in required off-street parking calculations.

- f. Structured or Podium Parking. Except as provided in this paragraph, all structured or podium parking shall comply with the Urban Design Plan.

- i. Structured Parking.

AA. Design of the structure shall incorporate materials, fenestrations, and other architectural features that are consistent with the building(s) in which the parking serves, and shall include vertical elements such as reveals, projecting ribs, and offsets.

BB. An exterior horizontal line shall be maintained on any exterior façade.

CC. Except for point(s) of ingress/egress, openings in the parking structure facade shall not exceed 60 percent of the total facade

area for each level of parking and shall be designed in such a manner to screen headlights.

DD. The upper level of any parking structure shall be covered.

EE. Any elevator and stair shaft shall be topped with a gabled roof or other architectural accent. Exterior stairs are prohibited.

ii. Podium Parking.

AA. Except for point(s) of ingress/egress, openings in a street level facade shall not exceed 60 percent of the total facade area for this parking level and shall be designed in such a manner to screen headlights.

BB. Any level of parking above street level shall comply with Section F(1)(e)(i) of this ordinance.

iii. Any ingress/egress to a parking structure or podium parking area shall not be visible from Long Prairie Road.

g. All parking space striping located on the property shall be maintained by the Property Owners' Association.

2. LOADING AND WASTE AREAS.

a. All loading areas must be designed so as to not be visible from Long Prairie Road and Silveron Boulevard.

b. Enclosed dumpster areas must be located as to not be visible from Long Prairie Road and Silveron Boulevard.

G. STREET, SIDEWALK, & CROSSWALK STANDARDS.

1. Pedestrian sidewalks, pathways, and crossing areas shall generally be provided in the locations as shown on Exhibit "E".

2. STREET SEGMENTS. The emphasis of street level pedestrian activity provided throughout this Planned Development requires a focus on connectivity that is efficient, safe, and allows for various amenities and other development components to be located in the area between the back-of-curb and the building line. Implementation of these street segments will facilitate activity and public accessibility in developing active ground floors along all street facades and efficient connectivity with public and private open spaces where a street frontage exists.

The following Street Types shall be required within the various street sections shown on Exhibit "G":

a. Street Type A.

b. Street Type A-1.

c. Street Type A-2.

3. WALKABLE SIDEWALKS. Install sidewalks along all street-facing façades and ensure continuity of sidewalks along each street.

- a. Construct sidewalks with a sufficient width to allow for pedestrian and street activity. Typically a minimum of four feet of clear, unobstructed walking area is required in addition to the edge and furnishing zones at the back of the curb.
- b. Encourage activation of the sidewalk by allowing plants, signage and merchandise display. Amenities should not be permanent and should not interfere with loading at the curb, obstruct pedestrian circulation, or make the streetscape appear cluttered.
- c. The use of patterned or stamped concrete or pavers shall be required to create visual interest and demarcation of specific areas within the Planned Development.
- d. Generally it is recommended that street trees be planted every 30 feet on center 2-3 feet from the back of the curb.
- e. Locate benches and seating near building entrances and in public open space away from the street.
- f. Provide trash receptacles near the street.
- g. Install kiosks and wayfinding where necessary to aid navigation.
- h. Consider adding public art or other special features.

4. PEDESTRIAN CROSSINGS. Enhanced pavement, such as patterned or stamped concrete or pavers shall be used at all pedestrian crossings and at all of the following ingress/egress points to the property:

- a. North property line;
- b. Silveron Boulevard;
- c. Northern ingress/egress point on Long Prairie Road; and,
- d. Southern ingress/egress point on Long Prairie Road, to be located no closer than 295 feet from the western property line.

H. MISCELLANEOUS STANDARDS.

- 1. **RENDERINGS.** All site plan applications submitted for approval shall comply with the depiction of buildings, landscaping, open space areas (public and private), sidewalk and crosswalk detail, and elevations as shown on Exhibit "I".
- 2. **ELEVATIONS.** The conceptual elevations attached to this ordinance denote building numbers that correspond with the anticipated respective location(s) for a use or mix of

- uses provided on the conceptual site plan. The reference to building numbers shall ensure that, for example, a multifamily building shall comply with the corresponding conceptual elevation (i.e., Typical Multifamily Building). As such, if a site plan application is submitted for a use (or uses) in a different location than that shown on the conceptual site plan, then the corresponding elevation shall apply.
3. DENSITY. Maximum number of residential dwelling units is 585, combined.
 4. MULTIFAMILY. Except for ground level units that provide direct access to the sidewalk, all other dwelling units shall be accessed from an internal corridor.
 5. HOTEL OR MOTEL.
 - a. All rooms shall be accessed from an internal corridor.
 - b. Building 9-Hotel.
 - i. A minimum of 600 square feet of floor area for meeting room space shall be provided.
 - ii. A minimum of 800 square feet of land area shall be improved with a pool and associated improvements for use by hotel guests.
 - iii. Any pool shall be limited in location to the east façade of the building.
 - iv. Landscaping shall be provided around the pool to screen the pool area from adjacent uses in the development.
 6. SIGNAGE. Except as provided in this paragraph, all signage shall meet the Town's Sign Ordinance. Where noted, reference is made to the respective sign's location within the Planned Development which is depicted on the location map attached to the Architectural Imagery Package, Exhibit "H".

The following identifies those provisions that may deviate from Chapter 86 of the Land Development Regulations. Certain proposed wall signs for the hotel, buildings that permit commercial uses, and various ground signs shall be permitted as shown on the Architectural Imagery Package, Exhibit "H", and shall be subject to the following:

- a. Ground Sign 1.
 - i. The height shall not exceed 38 feet.
 - ii. The sign area shall not exceed 450 square feet.
 - iii. A masonry border is not required.
 - iv. Double faced sign faces are not required to be parallel.
- b. Ground Sign 2.
 - i. The width shall not exceed 51 feet.
 - ii. The sign area shall not exceed 360 square feet.
 - iii. A masonry border is not required.
 - iv. Double faced sign faces are not required to be parallel.
- c. Ground Sign 3.

- i. The width shall not exceed 42 feet.
 - ii. The sign area shall not exceed 275 square feet.
 - iii. A masonry border is not required.
 - iv. Double faced sign faces are not required to be parallel.
- d. Ground Sign 4.
 - i. The width shall not exceed 15 feet.
 - ii. The setback from the abutting property shall not be less than 15 feet.
 - iii. A masonry border is not required.
- e. Ground Sign 5.
 - i. A masonry border is not required.
- f. Wall Signs 6A and 6B.
 - i. The sign area for 6A shall not exceed 460 square feet.
 - ii. The height for the 6A shall not exceed 32 feet-10 inches.
 - iii. The width for 6A shall not exceed 16 feet-5 inches.
 - iv. The sign area for 6B shall not exceed 20 square feet.
 - v. The depth of the letters for 6B shall not exceed 18 inches.
- g. Ground Sign 7.
 - i. A masonry border is not required.
- h. Sandwich Board Signs
 - i. Maximum of one sign per tenant.
 - ii. The height shall not exceed four feet.
 - iii. The sign area shall not exceed 12 square feet.
 - iv. The sign may encroach into the sidewalk area subject to maintaining a minimum unobstructed sidewalk width of four feet.
 - v. No sign permit is required.
- i. Tenant Blade Signs
 - i. Permitted only for office, retail or restaurant uses.
 - ii. Maximum of one per tenant.
 - iii. The height shall not exceed three feet.
 - iv. The width shall not exceed five feet.
 - v. The sign area shall not exceed 15 square feet (per side if a double-faced sign).
 - vi. The sign may encroach into the sidewalk area subject to maintaining a minimum clearance of eight feet above the sidewalk
 - vii. The sign may be internally or externally illuminated and must not create a glare onto a building or the sidewalk.

7. PHASING:

- a. Issuance of a building permit for the first phase of multifamily development shall include the following:
 - i. Extension of the pedestrian path along Center Boulevard to the roundabout.
 - ii. Temporary connection between the Center Boulevard pedestrian path and the Point Park trailhead.
 - iii. The Point's pedestrian path an open space improvements.
 - iv. The Green (open space entrance area).
 - v. The open space at the corner of Long Prairie Road and Silveron Boulevard.
- b. Construction of all components in Phase 1 may be started simultaneously.

8. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to an approved Environmental Protection Plan.

9. TREE PROTECTION PLAN. This Planned Development is subject to an approved Protection Plan.

I. ADMINISTRATION.

There shall be established (The Point) Property Owners' Association (POA). Said association shall file Covenants, Conditions, and Restrictions (CC&Rs) in the Denton County Real Property Records and in the Tarrant County Real Estate Records with the first record plat application and said POA shall be responsible for the maintenance of the following:

1. Landscape buffers along Long Prairie Road and Silveron Boulevard.
2. Publicly accessible open space areas.
3. Striping of parking spaces and pedestrian crosswalks.
4. Cross-access and cross-parking agreements.
5. Other items as listed in the CC&Rs.

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

From: Lisa H. Heichelheim

Sent: Saturday, November 25, 2017 4:13 PM

To: Town Council

Subject: The Point apartments

Dear town council,

I have great reservations for anymore housing going in at the Point. Please consider the future. We want families to stay close now. You have added senior living. Now you need affordable houses for our millennial generation to move closer to the parents to raise their children. FYI.. they don't want apartments! They want what their parents have. I can start a petition if you want to get a better voice of people in Flower Mound.

Sent from my iPhone



November 17, 2017

Mr. Jimmy Stathatos
Town Manager
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: **Opposition to ZPD17-0007-The Point PD-156 development**

Dear Mr. Stathatos,

Please accept this letter lodging our opposition to ZPD17-0007-The Point PD-156 development which adjoins our Lakeside Crossing property. As residents, property owners and developers we welcome additional commercial, residential and hotel developments that are in concert with the “quality of life” our Civic and TOFM leadership have worked long and hard to provide and protect.

With that said we have concerns relating to the compatibility and quality of products offered by the developers of the "Point" and we plan to present our objections and concerns as the Town of Flower Mound Planning and Zoning and Town Council meetings are scheduled.

If you would be so kind please share this letter with members of the TOFM Council, Planning and Zoning Committee and staff.

Sincerely,

Seed Parameter

Scott Tarwater
Principal

From: Reazul Shawon Huq
Sent: Sunday, November 05, 2017 1:34 PM
To: Town Council
Subject: 'The Point' project opposition

Dear Council Members,

My name is Shawon Huq and I live in Lakeside DFW, 2612 Bel Air In , Flower Mound. I would like to oppose 'The Point' proposal. We don't need anymore apartments in South Flower Mound. We have plenty in Lakeside and further south in 2499 at Grapevine. Also hotel that is being proposed is also pretty average.

I hope you guys will oppose this.

Thanks,
Shawon

forwarded message

From: Joe G Roach
Date: November 15, 2017 at 7:58:52 PM CST
To: Flower Mound Council <Towncouncil@flower-mound.com>
Cc: Jimmy Stathatos <jimmy.stathatos@flower-mound.com>
Subject: The Point-proposed development
Reply-To: Joe G Roach

Dear Members of the Council,

With great respect I write to you in opposition to the development coming before the P&Z Commission and then before the Council. I write as an owner of undeveloped property that adjoins the property being proposed for this development.

My opposition is not to the general idea of further development in South Flower Mound, nor am I objecting to residential components in such future developments or the additional traffic such new residents will bring to our town. I welcome additional residents to town and competition from other nearby development as we further plans to develop our own land.

What I do beseech the Commission and the Council to keep in the forefront of your mind as you evaluate all such proposed developments is the high quality of life that Flower Mound represents. Multi-use developments should combine the various elements in ways that compliment each other and create an attractive quality of life for the residents in the development and for the visitors to the commercial elements. In looking at the concept plan that I have seen, The Point does not do that but is just a lot of low to mid range apartments of dull architecture, huge expanses of concrete parking, unattractive carports, a low market hotel plus a couple of minor office buildings dropped in somewhere. This developer has the capability and reputation to build something really special and continue to develop in the much more upscale feel and higher quality of life producing execution of multi-use concepts, such as Lakeside DFW has underway and like the multi-use development recently approved called Lakeside Crossing.

There is nothing to be gained by going down market as the land south of town is developed. I do not plan to do so as I want the Town to be proud of what comes next in the growth of Flower Mound.

Please challenge this developer to bring a much better concept plan before any approval is considered. They should be raising the bar for those that come after them.

Sincerely,

Joe G. Roach

P.S. I ask the staff to please forward this email to each member of the Planning & Zoning Commission

From: Andy Patel
Sent: Sunday, November 05, 2017 10:56 AM
To: Town Council
Subject: The Point Development

Dear Town Council,

I am writing today as a concerned resident of Flower Mound (Lakeside DFW), and in objection to The Point development. I am also a real estate owner/developer (mainly hotels), so I feel I offer a unique perspective. I object for the following reasons:

1. Multi-family may bring in tax revenue, but it does not benefit current residents in any way if there is no retail or restaurant component to it, similar to Lakeside DFW.
2. Adding this large a number of apartment units will add to the extremely congested traffic on 2499. Traffic is already a daily nightmare and Flower Mound simply does not have enough road to handle this development, in addition to what is already planned in the Lakeside DFW expansion as well as Southgate.
3. In my experience living in Lakeside DFW, I have found that apartment residents do not care about the Town as much as home owners do. Perhaps more villa style homes or town homes is a better way to achieve dense walkability rather than rented apartments.
4. I get that walkability is a compelling argument they make in their presentation to attract office tenants, but their plan only includes a couple of small office buildings. Why don't they have more office buildings INSIDE their development, if their whole argument is about how their development will attract office tenants? How is the walkability of this development supposed to attract class A office space in other parts of LBD? They're using the office space to argue for more apartments, but they're not putting their money where their mouth is really.
5. The Tru Hotel is NOT a hotel for Flower Mound. It is a budget hotel, basically Hilton's version of Motel 6.
6. Would the Town ever allow a Motel 6? The Courtyard and the Unscripted Hotel both add tons of value with their conference space and restaurants, but Tru has neither. They have small, bare-boned rooms with no restaurant or meeting space. As a hotel developer, this would be the most qualified argument I could make. The Town needs to hold out for a better hotel if this project does happen.

I can confidently express the desires of most Flower Mound residents by saying that noboy wants more apartments. I would suggest the best uses for this site would be:

1. Grocery store/retail development (no grocery store on this side of town)
2. Straight retail/restaurant development
3. Office development

We can still create a lovely walkable environment with just these elements and no apartments. I don't think a hotel really fits there at all, but if the Town does want one, I would suggest a MUCH better one. Other residents may not specifically object to the hotel, but I will because I know the kind of low end product this is. It's also a new, unproven product.

I hope you will seriously consider my comments, as well as all residents of Flower Mound

From: Anil Kumar Agrawal
Sent: Sunday, November 12, 2017 11:32 AM
To: Town Council <towncouncil@flower-mound.com>; planning <planning@flower-mound.com>
Cc: TownSecretary <townsecretary@flower-mound.com>
Subject: The "Point" project - Concrens

Hello everyone,

I live in flower mound in the lakeside community. I saw the "The point" project (south of home depot) which is under discussion to vote. I do have concern about this project and how it affects flower mound.

Some points:

- South FM 2499 wasn't planned and zoned to have apartments. This is the first impression of flower mound for people coming from the south and we really do not want to start with apartments
- The Lakeside area already has more apartments that keep growing every time you blink an eye. Now more residential is being added with Lakeside Village (six residential towers/apartments/condos) and Lakeside Crossing.
- Lakeside residents were not told that we will have so many apartment already, we do not need anymore in the vicinity of it.
- The entire Flower Mound traffic will get bottle-necked here.
- With so much high density in this part of the Town, the school overcrowding will become a problem.
- The quality of schools will go down in Flower Mound and put huge burden on the existing Bluebonnet and Shadow ridge schools.

So, I really so not support this project. I hope you will take our opinion into consideration as well.

Thanks,

Anil

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 34.553 ACRES OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NUMBER 692, AND J. TANNEHILL SURVEY, ABSTRACT NUMBER 1252, FROM PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) TO PLANNED DEVELOPMENT DISTRICT NO. 156 (PD-156) WITH BOTH NON-RESIDENTIAL AND RESIDENTIAL USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 34.553 acres of land situated in the J. Knight Survey, Abstract Number 692, and J. Tannehill Survey, Abstract No. 1252, have filed an application for a Zoning amendment to change the zoning from Planned Development District No. 31 (PD-31) to Planned Development District No. 156 (PD-156) with both non-residential and residential uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on December 11, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 18, 2017, with respect to the proposed amendment as described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of the zoning amendment related to the property;

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

ORDINANCE NO. _____**Page 2**

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a planned development district as shown below:

34.553 acres of land situated in the J. Knight Survey, Abstract Number 692, and J. Tannehill Survey, Abstract Number 1252, Denton County and Tarrant County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 156 (PD-156) with both non-residential and residential uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, conceptual open space and pedestrian circulation plan, conceptual elevations, street type sections, architectural imagery package, and renderings of the proposed Planned Development District No. 156 (PD-156), attached hereto as Exhibits "B," "C," "D," "E," "F," "G," "H," and "I," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, conceptual open space and pedestrian circulation plan, conceptual elevations, street type sections, architectural imagery package, and renderings for this Planned Development District No. 156 (PD-156).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 156 (PD-156), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D," "E," "F," "G," "H," and "I," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

ORDINANCE NO. _____**Page 3**

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

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

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

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit "A"

BEING 34.553 ACRE TRACT OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NO. 692 AND J. TANNAHILL SURVEY, ABSTRACT NO. 1252, TOWN OF FLOWER MOUND, DENTON AND TARRANT COUNTIES AND BEING ALL OF A CALLED 28.553 ACRE TRACT OF LAND DESCRIBED IN DEED TO GRAND SEVILLE, L.P. AND RECORDED IN DOCUMENT NO. 207302381 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS AND RECORDED IN DOCUMENT NO. 2007-102880 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS BEING ALL OF A CALLED 6.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO GRAND SEVILLE, L.P. AND RECORDED IN DOCUMENT NO. D207139730 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS, SAID 34.553 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH YELLOW CAP STAMPED "DAA" SET FOR THE MOST SOUTHERLY CORNER OF SAID 6.000 AC.- GRAND SEVILLE, L.P. TRACT AND AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SILVERON BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY (FARM-TO-MARKET ROAD NO. 2499) (160' RIGHT-OF-WAY), SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1829.86 FEET, A CENTRAL ANGLE OF 35° 48' 33", A CHORD BEARING NORTH 39° 46' 26" WEST AT A DISTANCE OF 1125.12 FEET;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL PARKWAY (FARM-TO-MARKET ROAD NO. 2499) FOR AN ARC DISTANCE OF 1143.64 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE NORTH 21° 52' 10" WEST AND CONTINUING ALONG NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL PARKWAY (FARM-TO-MARKET ROAD NO. 2499) FOR A DISTANCE OF 679.44 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF AFORESAID 28.553 AC.-GRAND SEVILLE TRACT;

THENCE NORTH 89° 40' 24" EAST AND DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL PARKWAY (FARM-TO-MARKET ROAD NO. 2499) AND ALONG THE NORTH LINE OF SAID 28.553 AC.-GRAND SEVILLE TRACT FOR A DISTANCE OF 1689.67 FEET TO A POINT FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID 28.553 AC.-GRAND SEVILLE TRACT;

THENCE SOUTH 22° 12' 20" EAST FOR A DISTANCE OF 64.76 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE SOUTH 20° 17' 29" EAST FOR A DISTANCE OF 47.82 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE SOUTH 40° 36' 07" EAST FOR A DISTANCE OF 46.71 FEET TO A 5/8" IRON ROD SET FOR CORNER
IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SILVERON BOULEVARD;

THENCE SOUTHERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SILVERON BOULEVARD
THE FOLLOWING COURSES AND DISTANCES NUMBERED (1) THROUGH (17);

(1) SOUTH 54° 39' 29" WEST FOR A DISTANCE OF 114.82 FEET TO A 5/8" IRON ROD SET FOR CORNER;

(2) SOUTH 09° 24' 37" WEST FOR A DISTANCE OF 71.45 FEET TO A 5/8" IRON ROD SET FOR CORNER,
SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1045.00 FEET, A
CENTRAL ANGLE OF 23° 38' 31", A CHORD BEARING SOUTH 32° 07' 50" WEST AT A DISTANCE OF 428.14
FEET;

(3) SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE
OF SAID SILVERON BOULEVARD FOR AN ARC DISTANCE OF 431.20 FEET TO A 5/8" IRON ROD SET FOR
CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 804.99
FEET, A CENTRAL ANGLE OF 11° 56' 34", A CHORD BEARING AT A DISTANCE SOUTH 26° 16' 52" WEST AT
A DISTANCE OF 167.49 FEET;

(4) SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT AND THE NORTHWESTERLY RIGHT-OF-WAY
LINE OF SAID SILVERON BOULEVARD FOR AN ARC DISTANCE OF 167.79 FEET TO A 5/8" IRON ROD SET
FOR CORNER;

(5) SOUTH 32° 15' 09" WEST FOR A DISTANCE OF 87.68 FEET TO A 5/8" IRON ROD SET FOR CORNER;

(6) SOUTH 79° 07' 18" WEST FOR A DISTANCE OF 20.51 FEET TO A 5/8" IRON ROD SET FOR CORNER;

(7) NORTH 52° 44' 07" WEST FOR A DISTANCE OF 20.83 FEET TO A 5/8" IRON ROD SET FOR CORNER;

(8) SOUTH 38° 00' 21" WEST FOR A DISTANCE OF 90.00 FEET TO A 5/8" IRON ROD SET FOR CORNER;

(9) SOUTH 52° 36' 07" EAST FOR A DISTANCE OF 18.86 FEET TO A 5/8" IRON ROD SET FOR CORNER;

(10) SOUTH 10° 42' 50" EAST FOR A DISTANCE OF 21.95 FEET TO A 5/8" IRON ROD SET FOR CORNER;

(11) SOUTH 32° 15' 09" WEST FOR A DISTANCE OF 23.28 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 906.00 FEET, A CENTRAL ANGLE OF 17° 15' 52", A CHORD BEARING SOUTH 23° 37' 13" WEST AT A DISTANCE OF 271.97 FEET;

(12) SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID SILVERON BOULEVARD FOR AN ARC DISTANCE OF 273.00 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 589.00 FEET, A CENTRAL ANGLE OF 10° 56' 19", A CHORD BEARING SOUTH 20° 27' 26" WEST AT A DISTANCE OF 112.28 FEET;

(13) SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SILVERON BOULEVARD FOR AN ARC DISTANCE OF 112.45 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 05° 12' 18", A CHORD BEARING SOUTH 23° 19' 27" WEST AT A DISTANCE OF 28.24 FEET;

(14) SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AFORESAID SILVERON BOULEVARD FOR AN ARC DISTANCE OF 28.25 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 782.00 FEET, A CENTRAL ANGLE OF 09° 00' 02", A CHORD BEARING SOUTH 25° 13' 19" WEST AT A DISTANCE OF 122.72 FEET;

(15) SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SILVERON BOULEVARD FOR AN ARC DISTANCE OF 122.84 FEET TO A 5/8" IRON ROD SET FOR CORNER,

(16) SOUTH 29° 43' 20" WEST FOR A DISTANCE OF 34.04 FEET TO A 5/8" IRON ROD SET FOR CORNER;

(17) SOUTH 75° 54' 16" WEST FOR A DISTANCE OF 20.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.5529 ACRES OF LAND, MORE OR LESS.

Exhibit "B"
Development Standards

Planned Development District - 156 (PD-156)
The Point

The development on the property comprising approximately 34.553 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

Development of the Campus Commercial District area designated on Exhibit "C", comprising of approximately 34.553 acres, shall be in compliance with all regulations applicable to the Campus Commercial District (CC) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

A. DEFINITIONS.

1. *CARRIAGE HOUSE* means a single dwelling unit that is designed, built, rented, or leased to be occupied by a family unit and must contain a minimum of 2 stories.
 2. *COMMERCIAL READY UNIT* means ground level floor area that may be utilized as a live/work unit, commercial space, or a dwelling unit. On street parking spaces will be utilized to meet this parking requirement.
 3. *LIVE/WORK UNIT* means a dwelling unit that is also used for work purposes, provided that the 'work' component is restricted to the uses of professional office, artist's workshop, studio, or other similar uses and is located on the street level. The 'live' component may be located on the street level (behind the work component) or any other level of the building.
 4. *PRIMARY PUBLIC OPEN SPACE* means a designated area within the Planned Development that is accessible to the public, has a physical location with a direct connection to the Town's trail system along Long Prairie Road, and may contain improvements that serve as a sense of place for gathering, allow for passive recreation and exercise or relaxation, and may preserve natural environment. For the purpose of this definition, The Green, Point Park, and the retention pond area at the corner of FM 2499 and Silveron Boulevard located as shown on Exhibit "E" are primary public open space.
 5. *PRIVATE COMMON OPEN SPACE* means a privately-owned outdoor or unenclosed area, located on the ground or on a roof, balcony, deck, porch, or terrace, which is designed and accessible for outdoor living, recreation, pedestrian access, or landscaping, and intended for use by the residents, employees, and/or visitors to a development.
 6. *PRIVATE PERSONAL OPEN SPACE* means a privately-owned outdoor or unenclosed area, located on the ground or on a roof, balcony, deck, porch, or terrace, which is designed and accessible for outdoor living, recreation, pedestrian access, or landscaping, and intended for use solely by the individual residents of a condominium or multifamily dwelling unit.
-

B. USE STANDARDS.

1. PERMITTED USES. Except as provided in this section, uses listed as Permitted Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development.
 - a. The following additional uses are permitted in this Planned Development.
 - Multifamily.
 - Carriage house.
 - Commercial ready unit.
 - b. The following uses are prohibited in this Planned Development:
 - Amusement and recreation (indoors).
 - Laboratory, medical or dental.
 - Laboratory, scientific and research.
 - Off-street parking, accessory.
 - Parking lot, commercial.
 - Parking structure, commercial.
 - Swimming pool, commercial.
2. SPECIFIC USES. Except as provided in this section, the uses listed as Specific Uses in Campus Commercial District (CC) in the Town's Zoning Ordinance, may be permitted in this Planned Development with a Specific Use Permit (SUP) approved by the Town Council.
 - a. The following specific uses are prohibited in this Planned Development:
 - Amusement and recreation (outdoors).
 - Car wash, automatic.
 - Car wash, full service.
 - Convenience store with gasoline sales.
 - Institution, drug, or psychiatric treatment.
 - Office-showroom/warehouse.
 - Retail, single tenant (25,000 sf, but less than 50,000 sf).
 - Retail, single tenant (50,000 sf, but less than 75,000 sf).
 - Retail, single tenant (75,000 sf, but less than 100,000 sf).
 - Retail, single tenant (100,000 sf or more).
3. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Commercial District (CC) in the Town's Zoning Ordinance may be permitted in this Planned Development only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

C. OPEN SPACE STANDARDS.

1. Public open space and Private open space shall generally be located in the locations as shown on Exhibit "E".
-

2. PRIMARY OPEN SPACE & TRAIL REQUIREMENTS.

- a. Point Park. There shall be a minimum of 3.1 acres of land area and generally located as shown on Exhibit "E" and shall include a minimum of the following:
 - Gathering area at the trailhead of patterned or stamped concrete.
 - Seating areas (benches, tables and chairs, seat walls).
 - Shade structures, tree plantings to provide a shade canopy, or other elements.
 - Trash receptacles.
 - Drinking fountain.
 - Trail signage.
 - Pedestrian scale lighting.
 - Five-foot-wide walking path designed to connect to adjacent properties, with final material to be determined at platting.
 - b. The Green. There shall be a minimum of 1.1 acres of land area and generally located as shown on Exhibit "E" and shall include a minimum of the following:
 - Use of natural and hardscape elements to create active urban plaza.
 - Seating areas (benches, tables and chairs, seat walls) (2).
 - Shade structures, tree plantings to provide a shade canopy, or other elements (2).
 - Trash receptacles (2).
 - Drinking fountain (2).
 - Bicycle rack (2).
 - Trail signage (2).
 - Pedestrian scale lighting.
 - c. The Corner. There shall be a minimum of 0.6 acres of land area and generally located as shown on Exhibit "E" and shall include a minimum of the following:
 - Use of natural and hardscape elements to create a pleasant overlook area to the retention pond.
 - Seating areas (benches, tables and chairs, seat walls).
 - Shade structures, tree plantings to provide a shade canopy, or other elements.
 - Trash receptacles.
 - Pedestrian scale lighting.
 - Four-foot-wide pedestrian pathways shall be provided to Building Number 1, from Long Prairie Road, and Silveron Boulevard.
 - d. FM 2499 Trail. There shall be a minimum eight-foot-wide multi-purpose trail along the FM 2499 frontage as required by the *Parks & Trails Master Plan*.
 - e. Middle Path. There shall be a pedestrian connectivity path between The Green and Point Park consisting of not less than six-foot-wide and not more than eight-foot-wide of unobstructed sidewalk width. Patterned or stamped concrete shall be used across vehicle travel areas.
-

- f. Silveron Boulevard Sidewalks. Four-foot-wide minimum sidewalks shall be provided along Silveron Boulevard. Additional width is required adjacent to buildings fronting on Silveron Boulevard.

3. SECONDARY OPEN SPACE REQUIREMENTS.

- a. Areas between buildings should incorporate the following improvements:
 - Use of natural and hardscape elements to create interesting, intimate gathering areas.
 - Seating areas (benches, tables and chairs, seat walls).
 - Shade structures, elements.
 - Trash receptacles.
 - Pedestrian scale lighting.
- b. Pedestrian Pathways. Each site plan submitted within the development shall include details of creating a network of pedestrian pathways throughout the development. The system must link all building and activity areas. These pathways shall be a minimum of four-foot-wide and use patterned or stamped concrete or pavers across vehicle travel areas.

4. PRIVATE OPEN SPACE FOR DWELLING UNITS. The private open space standards in this subparagraph are based on the requirements of Section 98-905(b) of the Town Code but modified by the December 18, 2017 Town Council approval of an alternative park land dedication and park development fee set of standards.

Private common open space and private personal open space for all multifamily, carriage house, and commercial ready units developed in the district shall meet the following standards:

- a. A minimum of 200 square feet per dwelling unit shall be provided as courtyards, forecourts, roof-top terraces, recreational amenities such as pools, play courts, etc., or any other private common open space that is accessible to all residents in the district.
 - b. No more than 50 percent of the required private common open space may be provided as private personal open space that includes balconies, patios, and similar spaces that are located within individual units.
 - c. Secondary Open Space can be counted towards private common and private personal open spaces.
 - d. To track compliance With Private Open Space Areas each site plan submitted within the development shall include the following table that quantifies the required open space areas within the Planned Development:
-

Open Space Category and Land Area Required per Ordinance	This Site Plan	Existing (prior to this site plan)	Cumulative (including this site plan)	Remaining Requirement (based on 580 dwelling units)
Private Common Open Space (200 Square Feet/Dwelling Unit)	No. of du's- _____			
Private Personal Open Space (≤ 50 % of required private common open space/Dwelling Unit)	No. of du's- _____			

D. BUILDING STANDARDS.**1. SETBACKS.****a. Long Prairie Road.**

- i. Minimum building setback of 60 feet for all structures.
- ii. Off-street parking is prohibited within the first 25 feet of the property line.

b. Buildings fronting a private street.

- i. There shall be a maximum build-to-line of 10 feet for Type A Street and Type A.2 Street as shown on Exhibit "G".
- ii. There shall be a maximum build-to-line of 13 feet for Type A.1 Street as shown on Exhibit "G".
- iii. Stoops, steps, patios, planters, retaining walls, transformers and other utility equipment, benches, pots, raised planters, sculptures, cabanas and other decorative landscape items may be located within the required setback with no projection limitation, subject to maintaining a minimum unobstructed sidewalk width of four feet.
- iv. Balconies, bay windows, awnings, signs, and entryways affixed to the building or part of the foundation may project up to five feet into required setback with a minimum of eight feet of clearance above the sidewalk.

c. Silveron Boulevard.

- i. Except as provided in this section, there shall be a maximum build-to-line of 25 feet from the existing right-of-way.
- ii. Upon Town Council approval of a Thoroughfare Plan Amendment to revise the street profile for Silveron Boulevard providing for on-street parking, the

Director of Development Services shall have the authority to consider a revised build-to-line during site plan application for any building fronting the street.

- iii. Off-street parking shall be located behind the building.
 - d. North Property Line.
 - i. There shall be a minimum building setback of 15 feet.
 - ii. Off-street parking is permitted within the building setback.
 - 2. Lot Coverage. Maximum lot coverage is 60 percent.
 - 3. Height.
 - a. Except as provided in this paragraph, maximum number of stories is ten.
 - b. Carriage house. Minimum number of stories is two and the maximum number of stories is three.
 - c. Multifamily. Maximum number of stories is four.
 - 4. Multifamily and Commercial Ready Ground Floor Design.
 - a. Commercial Ready Unit.
 - i. Each unit shall be constructed to commercial standards.
 - ii. Each unit shall have a floor-to-floor height of 12 feet.
 - iii. Any ground level façade windows that face a public or private street shall incorporate the following design standards.
 - AA. be clear, unpainted, or made of similarly treated glass allowing visibility into street level uses;
 - BB. cover 50 percent or more of street level frontage;
 - CC. not have a bottom edge higher than three feet above the sidewalk;
 - b. Multifamily Unit. Except as provided below, all ground floor dwelling units shall have individual entries to the private street or mutual access drive.
 - i. Except for carriage houses access shall be on the street sidewalk and shall provide at least one of the following design components. Other components may be used that further identifies the entrance.
 - Stoop
 - Step(s)
 - Landing
 - Patio (may be enclosed but shall be at least 35 percent open)
-

- Awning, canopy, or marquee
 - Planter
- ii. If during site plan application it is determined that existing or proposed utility placement, easements, or other engineering constraints prevent compliance with 3(b) for any unit(s), the director will make a determination in recommending one of the following options for alternative compliance with this subparagraph:
- AA. Exempt the identified dwelling unit(s) to be included in the site plan package presented to the Planning and Zoning Commission.
- BB. A minimum of two ground floor dwelling units that otherwise individually cannot comply with 3(b) may each share one common ground level access way and shall include a minimum of 30 square feet of private personal open space that is visible from the street and shall contain some or all of the following amenities:
- Stoop
 - Step(s)
 - Landing
 - Patio (may be enclosed but shall be at least 35 percent open)
 - Awning, canopy, or marquee

E. LANDSCAPE, HARDSCAPE, & SCREENING STANDARDS.

1. Street Setbacks. Except as provided in this section, there shall be a minimum landscape buffer of 25 feet along Long Prairie Road. There shall be a minimum landscape buffer of 15 feet along Silveron Boulevard as measured from the existing right-of-way.
 2. Upon Town Council approval of a Thoroughfare Plan Amendment to revise the street profile for Silveron Boulevard providing for on-street parking, the Director of Development Services shall have the authority to consider a revised landscape buffer width during site plan application for any building fronting the street.
 3. Street Buffer Landscaping. Tree plantings shall be provided at a ratio of one tree for each 30 linear feet of the buffer.
 4. Street Yard Landscaping. All undeveloped areas of the street yard shall be landscaped at a minimum of 20 percent of the street yard.
 5. Perimeter buffers and other landscape areas are generally located as provided on Exhibit "D" and shall require final detail with each site plan application.
 6. Tree Planting Requirements.
 - a. For all street trees as well as any tree that is bound on all sides by concrete or other nonpermeable surface, planting techniques shall be required as provided on Exhibit "D", Attachment 1 and Attachment 3.
-

- b. Amended soils to be utilized for each tree shall be required as provided on Exhibit “D”, Attachment 2 and Attachment 3.
- 7. Parking Lot Trees. Parking area trees that are required to be located within 50 feet of a parking space and are located within the limits of underground detention shall be located elsewhere within the same parking lot area. The final location of any relocated tree shall be determined during site plan approval.

F. ACCESS, PARKING, AND LOADING STANDARDS.

- 1. PARKING. Except as provided in this section, off-street parking shall be provided as outlined in the Town of Flower Mound Land Development Regulations. Parking for this development shall use the following standards:
 - a. Commercial ready unit. One space for each 500 square feet of floor area.
 - b. Multifamily and Carriage House.
 - i. Except as provided in this subparagraph, an average of one and one-half spaces must be provided for each dwelling unit based on the minimum parking requirement per the following unit breakdown.
 - ii. A minimum of one space for each one bedroom unit.
 - iii. A minimum of two spaces for each two bedroom unit
 - iv. A minimum of three spaces for each three bedroom unit.
 - v. To track compliance with required multifamily and carriage house parking requirements, each site plan submitted within the development shall include the following table:

Use Category with total number of dwelling units	Number of dwelling units per bedroom count			Required Parking	Provided Parking
	1	2	3		
Multifamily _ units					
Carriage House _ units					

c. Office.

- i. While Town Code requires one space for each 300 square feet of floor area, the real estate industry has seen a change in parking demand that differs from this requirement. If during site plan application, an office parking ratio other than one space for each 300 square feet of floor area is proposed, the following must be included with those established requirements for a site plan:

AA. An updated parking study to this Planned Development that assesses an alternate parking ratio, aggregate existing and required parking within the Planned Development and construction of new development's required and provided parking at the time of the study.

BB. If structured parking or podium parking is proposed that removes existing surface parking, authorization of the property owner(s) for this change and detail of how the displaced surface parking is being replaced.

- ii. Upon approval of the parking study by Town staff, the Director of Development Services shall have the authority to consider a revised parking ratio for the proposed office that is being considered for site plan approval.

- d. The development will be subject to an overall reciprocal easement agreement granting cross-access and cross-parking for the entire development. For purposes of this subparagraph, cross-parking shall include structured parking and podium parking. A copy of said agreement will be provided to the Town of Flower Mound with the Record Plat for the development.

- e. On-street parking within the boundary of the Planned Development is permitted in the locations shown on Exhibit "C" and may be considered in required off-street parking calculations.

- f. Structured or Podium Parking. Except as provided in this paragraph, all structured or podium parking shall comply with the Urban Design Plan.

- i. Structured Parking.

AA. Design of the structure shall incorporate materials, fenestrations, and other architectural features that are consistent with the building(s) in which the parking serves, and shall include vertical elements such as reveals, projecting ribs, and offsets.

BB. An exterior horizontal line shall be maintained on any exterior façade.

CC. Except for point(s) of ingress/egress, openings in the parking structure facade shall not exceed 60 percent of the total facade

area for each level of parking and shall be designed in such a manner to screen headlights.

DD. The upper level of any parking structure shall be covered.

EE. Any elevator and stair shaft shall be topped with a gabled roof or other architectural accent. Exterior stairs are prohibited.

ii. Podium Parking.

AA. Except for point(s) of ingress/egress, openings in a street level facade shall not exceed 60 percent of the total facade area for this parking level and shall be designed in such a manner to screen headlights.

BB. Any level of parking above street level shall comply with Section F(1)(e)(i) of this ordinance.

iii. Any ingress/egress to a parking structure or podium parking area shall not be visible from Long Prairie Road.

g. All parking space striping located on the property shall be maintained by the Property Owners' Association.

2. LOADING AND WASTE AREAS.

a. All loading areas must be designed so as to not be visible from Long Prairie Road and Silveron Boulevard.

b. Enclosed dumpster areas must be located as to not be visible from Long Prairie Road and Silveron Boulevard.

G. STREET, SIDEWALK, & CROSSWALK STANDARDS.

1. Pedestrian sidewalks, pathways, and crossing areas shall generally be provided in the locations as shown on Exhibit "E".

2. STREET SEGMENTS. The emphasis of street level pedestrian activity provided throughout this Planned Development requires a focus on connectivity that is efficient, safe, and allows for various amenities and other development components to be located in the area between the back-of-curb and the building line. Implementation of these street segments will facilitate activity and public accessibility in developing active ground floors along all street facades and efficient connectivity with public and private open spaces where a street frontage exists.

The following Street Types shall be required within the various street sections shown on Exhibit "G":

a. Street Type A.

b. Street Type A-1.

c. Street Type A-2.

3. WALKABLE SIDEWALKS. Install sidewalks along all street-facing façades and ensure continuity of sidewalks along each street.

- a. Construct sidewalks with a sufficient width to allow for pedestrian and street activity. Typically a minimum of four feet of clear, unobstructed walking area is required in addition to the edge and furnishing zones at the back of the curb.
- b. Encourage activation of the sidewalk by allowing plants, signage and merchandise display. Amenities should not be permanent and should not interfere with loading at the curb, obstruct pedestrian circulation, or make the streetscape appear cluttered.
- c. The use of patterned or stamped concrete or pavers shall be required to create visual interest and demarcation of specific areas within the Planned Development.
- d. Generally it is recommended that street trees be planted every 30 feet on center 2-3 feet from the back of the curb.
- e. Locate benches and seating near building entrances and in public open space away from the street.
- f. Provide trash receptacles near the street.
- g. Install kiosks and wayfinding where necessary to aid navigation.
- h. Consider adding public art or other special features.

4. PEDESTRIAN CROSSINGS. Enhanced pavement, such as patterned or stamped concrete or pavers shall be used at all pedestrian crossings and at all of the following ingress/egress points to the property:

- a. North property line;
- b. Silveron Boulevard;
- c. Northern ingress/egress point on Long Prairie Road; and,
- d. Southern ingress/egress point on Long Prairie Road, to be located no closer than 295 feet from the western property line.

H. MISCELLANEOUS STANDARDS.

1. **RENDERINGS.** All site plan applications submitted for approval shall comply with the depiction of buildings, landscaping, open space areas (public and private), sidewalk and crosswalk detail, and elevations as shown on Exhibit "I".
 2. **ELEVATIONS.** The conceptual elevations attached to this ordinance denote building numbers that correspond with the anticipated respective location(s) for a use or mix of
-

- uses provided on the conceptual site plan. The reference to building numbers shall ensure that, for example, a multifamily building shall comply with the corresponding conceptual elevation (i.e., Typical Multifamily Building). As such, if a site plan application is submitted for a use (or uses) in a different location than that shown on the conceptual site plan, then the corresponding elevation shall apply.
3. DENSITY. Maximum number of residential dwelling units is 585, combined.
 4. MULTIFAMILY. Except for ground level units that provide direct access to the sidewalk, all other dwelling units shall be accessed from an internal corridor.
 5. HOTEL OR MOTEL.
 - a. All rooms shall be accessed from an internal corridor.
 - b. Building 9-Hotel.
 - i. A minimum of 600 square feet of floor area for meeting room space shall be provided.
 - ii. A minimum of 800 square feet of land area shall be improved with a pool and associated improvements for use by hotel guests.
 - iii. Any pool shall be limited in location to the east façade of the building.
 - iv. Landscaping shall be provided around the pool to screen the pool area from adjacent uses in the development.
 6. SIGNAGE. Except as provided in this paragraph, all signage shall meet the Town's Sign Ordinance. Where noted, reference is made to the respective sign's location within the Planned Development which is depicted on the location map attached to the Architectural Imagery Package, Exhibit "H".

The following identifies those provisions that may deviate from Chapter 86 of the Land Development Regulations. Certain proposed wall signs for the hotel, buildings that permit commercial uses, and various ground signs shall be permitted as shown on the Architectural Imagery Package, Exhibit "H", and shall be subject to the following:

- a. Ground Sign 1.
 - i. The height shall not exceed 38 feet.
 - ii. The sign area shall not exceed 450 square feet.
 - iii. A masonry border is not required.
 - iv. Double faced sign faces are not required to be parallel.
 - b. Ground Sign 2.
 - i. The width shall not exceed 51 feet.
 - ii. The sign area shall not exceed 360 square feet.
 - iii. A masonry border is not required.
 - iv. Double faced sign faces are not required to be parallel.
 - c. Ground Sign 3.
-

- i. The width shall not exceed 42 feet.
 - ii. The sign area shall not exceed 275 square feet.
 - iii. A masonry border is not required.
 - iv. Double faced sign faces are not required to be parallel.
 - d. Ground Sign 4.
 - i. The width shall not exceed 15 feet.
 - ii. The setback from the abutting property shall not be less than 15 feet.
 - iii. A masonry border is not required.
 - e. Ground Sign 5.
 - i. A masonry border is not required.
 - f. Wall Signs 6A and 6B.
 - i. The sign area for 6A shall not exceed 460 square feet.
 - ii. The height for the 6A shall not exceed 32 feet-10 inches.
 - iii. The width for 6A shall not exceed 16 feet-5 inches.
 - iv. The sign area for 6B shall not exceed 20 square feet.
 - v. The depth of the letters for 6B shall not exceed 18 inches.
 - g. Ground Sign 7.
 - i. A masonry border is not required.
 - h. Sandwich Board Signs
 - i. Maximum of one sign per tenant.
 - ii. The height shall not exceed four feet.
 - iii. The sign area shall not exceed 12 square feet.
 - iv. The sign may encroach into the sidewalk area subject to maintaining a minimum unobstructed sidewalk width of four feet.
 - v. No sign permit is required.
 - i. Tenant Blade Signs
 - i. Permitted only for office, retail or restaurant uses.
 - ii. Maximum of one per tenant.
 - iii. The height shall not exceed three feet.
 - iv. The width shall not exceed five feet.
 - v. The sign area shall not exceed 15 square feet (per side if a double-faced sign).
 - vi. The sign may encroach into the sidewalk area subject to maintaining a minimum clearance of eight feet above the sidewalk
 - vii. The sign may be internally or externally illuminated and must not create a glare onto a building or the sidewalk.
-

7. PHASING:

- a. Issuance of a building permit for the first phase of multifamily development shall include the following:
 - i. Extension of the pedestrian path along Center Boulevard to the roundabout.
 - ii. Temporary connection between the Center Boulevard pedestrian path and the Point Park trailhead.
 - iii. The Point's pedestrian path an open space improvements.
 - iv. The Green (open space entrance area).
 - v. The open space at the corner of Long Prairie Road and Silveron Boulevard.
- b. Construction of all components in Phase 1 may be started simultaneously.

8. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to an approved Environmental Protection Plan.

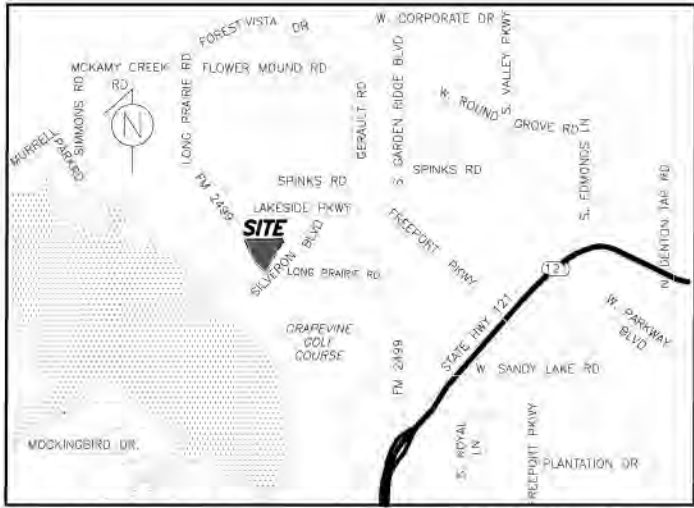
9. TREE PROTECTION PLAN. This Planned Development is subject to an approved Protection Plan.

I. ADMINISTRATION.

There shall be established (The Point) Property Owners' Association (POA). Said association shall file Covenants, Conditions, and Restrictions (CC&Rs) in the Denton County Real Property Records and in the Tarrant County Real Estate Records with the first record plat application and said POA shall be responsible for the maintenance of the following:

1. Landscape buffers along Long Prairie Road and Silveron Boulevard.
 2. Publicly accessible open space areas.
 3. Striping of parking spaces and pedestrian crosswalks.
 4. Cross-access and cross-parking agreements.
 5. Other items as listed in the CC&Rs.
-

The conceptual elevations attached to Planned Development District -156 (PD-156) denote building numbers that correspond with the anticipated respective location(s) for a use or mix of uses provided on this conceptual site plan. The reference to building numbers shall ensure that, for example, a multifamily building shall comply with the corresponding conceptual elevation (i.e., Typical Multifamily Building). As such, if a site plan application is submitted for a use (or uses) in a different location than that shown on this conceptual site plan, then the corresponding elevation shall apply.



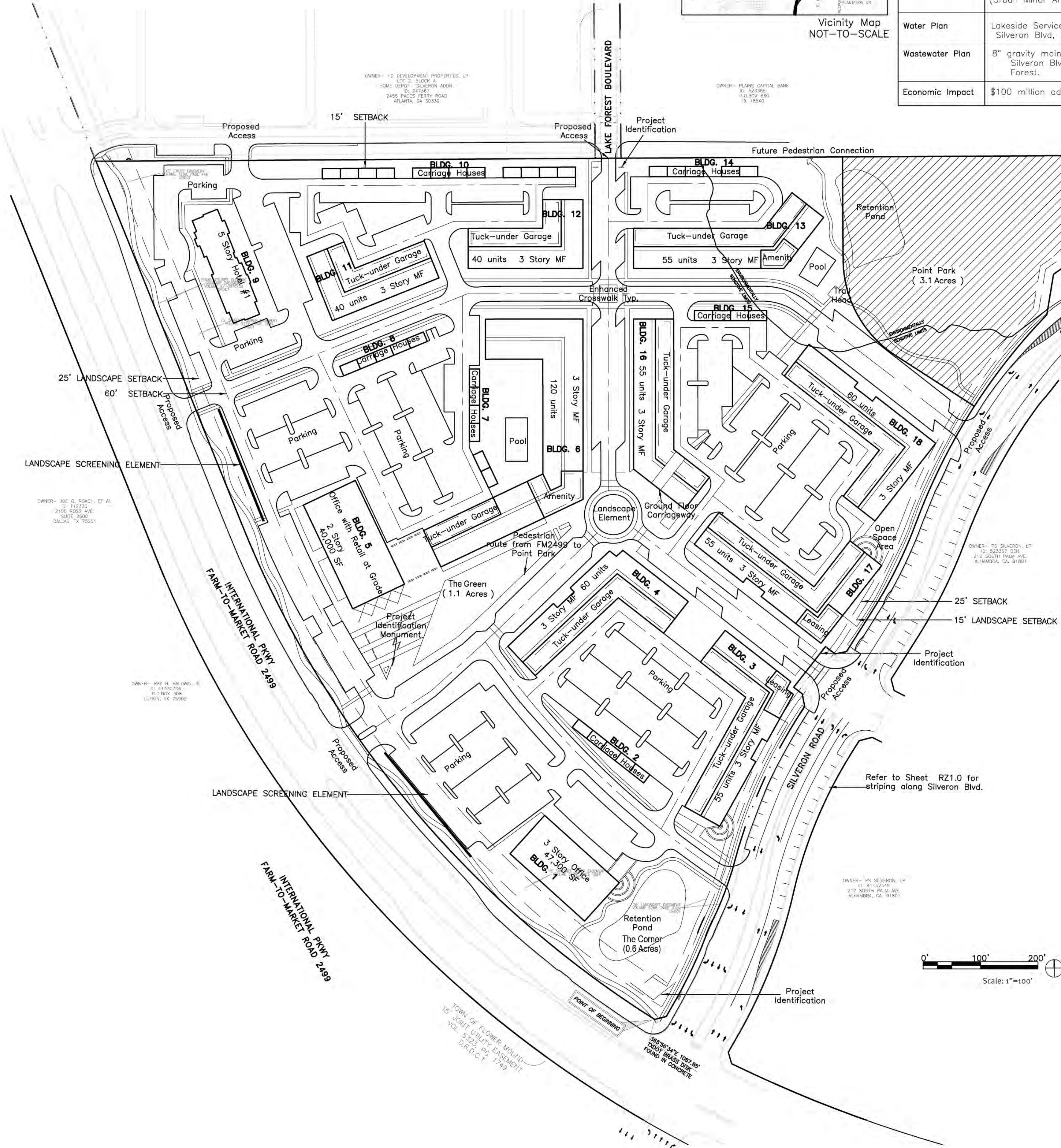
MASTER PLAN FEATURES	
Land Use Plan	Lakeside Business District
Specific Plans	N/A
Urban Design Plan	Lakeside Business District
Parks and Trails	Required Multi use trail along FM2499
Thoroughfare Plan	FM 2499 (Major Arterial), Silveron Blvd (Urban Minor Arterial), Lake Forest Blvd. Lake Forest Blvd. is a pending thoroughfare plan amendment and is subject to becoming a mutual access easement. (Urban Minor Arterial)
Water Plan	Lakeside Service Area – 12" Water along FM 2499, 12" Water along Silveron Blvd, 12" Water stub at Lake Forest Blvd.
Wastewater Plan	8" gravity main flowing south along FM 2499, 8" gravity main along Silveron Blvd flowing southwest from intersection with future Lake Forest.
Economic Impact	\$100 million ad valorem; HOT and additional revenue streams TBD.

According to the federal emergency management agency (FEMA) – national flood insurance program (NFIP) – flood insurance rate map (FIRM) – for the Tarrant county, Texas and incorporated areas – map no. 48439c0110k, map revised, September 25, 2009.

Drainage from the site will be conveyed in underground storm sewer systems and underground detention systems to the existing drainage system in FM 2499/Silveron Blvd that drains to the south and the existing drainage system in Silveron Blvd that drains to the east from the planned old intersection with Lake Forest Blvd. The green space on the northeast end of the site will drain to the existing creek which flows to Denton Creek. Detention will be sized to contain the difference between existing conditions and proposed conditions.

All Drive Approaches to be 24 feet with 20 feet turning Radius;
All Fire Lanes to be 26 feet, with 25 feet turning Radius.

- Notes:
1. All retaining/detaining walls, turn-down curbs, tree retaining walls shall be clad in a material to complement the materials and colors within this development.
 2. 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.
 3. All roof-mounted mechanical units and/or equipment shall be screened from view.
 4. Dumpster screening wall shall be clad in a material to match the material on the main building.
 5. Dumpster screening wall requires a separate building permit.
 6. Signs require a separate building permit. Any signs depicted on the subject site plan/elevations are not approved as a part of this review and must comply with all applicable town regulations.
 7. Retaining walls 4 feet in height or taller, including footings, will require a separate building permit through the building department.
 8. Locations of all outdoor seating areas, gathering areas, dining areas, and permeable open space areas may be revised during site plan review for each building.



Building Summary										
Bldg.	No. of Stories	Gross Square Feet	Use	Number of Dwelling Units	Commercial ** Ready Units	Total Number Dwelling Units, Carriage House & Commercial Ready Units	* Required Parking Ratio	Required Parking	Total Required Parking	Provided Parking
1	3	47,300	Office				1 / 300 sf	155	155	156
2	2-3	5,700	Carriage House	5			1.5 per Unit	8		
3	3	77,500	Multifamily, Commercial Ready Units	51	4	120	1.5 per Unit	83	181	192
4	3	77,500	Multifamily & Commercial Ready Units	55	5		1.5 per Unit	90		
5	2	Retail: 20,000 Office: 20,000	Retail Office				1 / 250 sf 1 / 300 sf	80 66	140	145
6	3	135,300	Multifamily & Commercial Ready Units	115	5		1.5 per Unit	180		
7	2-3	6,800	Carriage House	6		131	1.5 per Unit	9	197	200
8	2-3	5,700	Carriage House	5			1.5 per Unit	8		
9	5	57,500	Hotel	100		100	1 per Room	100	100	108
10	2-3	13,500	Carriage House	12			1.5 per Unit	18		
11	3	52,500	Multifamily	40		92	1.5 per Unit	60	138	141
12	3	52,500	Multifamily	40			1.5 per Unit	60		
13	3	71,500	Multifamily	55		60	1.5 per Unit	83	91	95
14	2-3	5,700	Carriage House	5			1.5 per Unit	8		
15	2-3	4,500	Carriage House	4			1.5 per Unit	6		
16	3	71,500	Multifamily	55		174	1.5 per Unit	83	262	268
17	3	78,900	Multifamily & Commercial Ready Units	45	10		1.5 per Unit	83		
18	3	78,900	Multifamily	60			1.5 per Unit	90		
Total		902,800		553 Dwelling Units 24 Commercial Ready Units 100 Hotel Rooms					1,264 20% reduction 1,012	1,304

*Commercial ready units may be utilized as a live/work unit, commercial space or a dwelling unit.

**1.5 Parking spaces per dwelling unit based upon 1 space per bedroom.
1.0 parking space required for every 500 s.f. of floor area for a commercial ready unit.

Required parking will be confirmed with each respective site plan application.

Project Name: The Point
Street Address: Unplatted, Not Assigned
Site Area: 34.553 Acres
Existing Zoning: PD-31, Tract 1- Campus Commercial
Existing Land Use: Undeveloped

Owner Information:
Grand Seville, LP
5701 Seville Court
Plano, TX 75093

Surveyor information:
J. Knight Survey, Abstract No. 692
J. Tannahill Survey, Abstract No. 1252

Engineer information:
Cates-Clark & Associates, LLP
14800 Quorum Drive, Suite 200
Dallas, Texas 75254
972.385.2272 x102



JHP Architecture / Urban Design
8340 Meadow Road Suite 150
Dallas, Texas 75231
Telephone: 214-363-5687
Fax: 214-363-9563

Michael L. Arbour

Registered Architect of the State of TEXAS
Registration Number: 11958

THE POINT

Flower Mound, Denton County, TX

Conceptual Site Plan

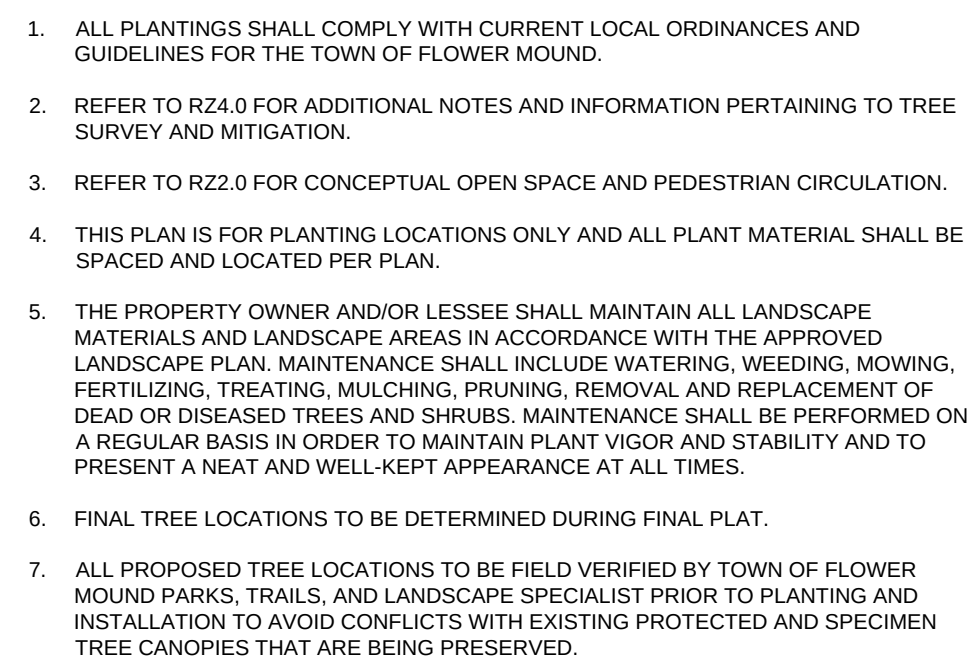
Project Number: 2017031
Drawn By: gp
Issue For: Master Plan Amendment
Date: 12.05.2017

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Revision _____ Date _____

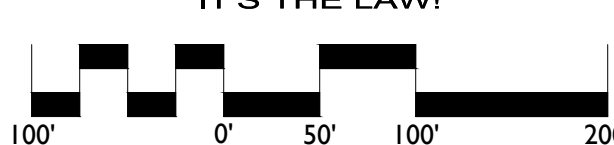


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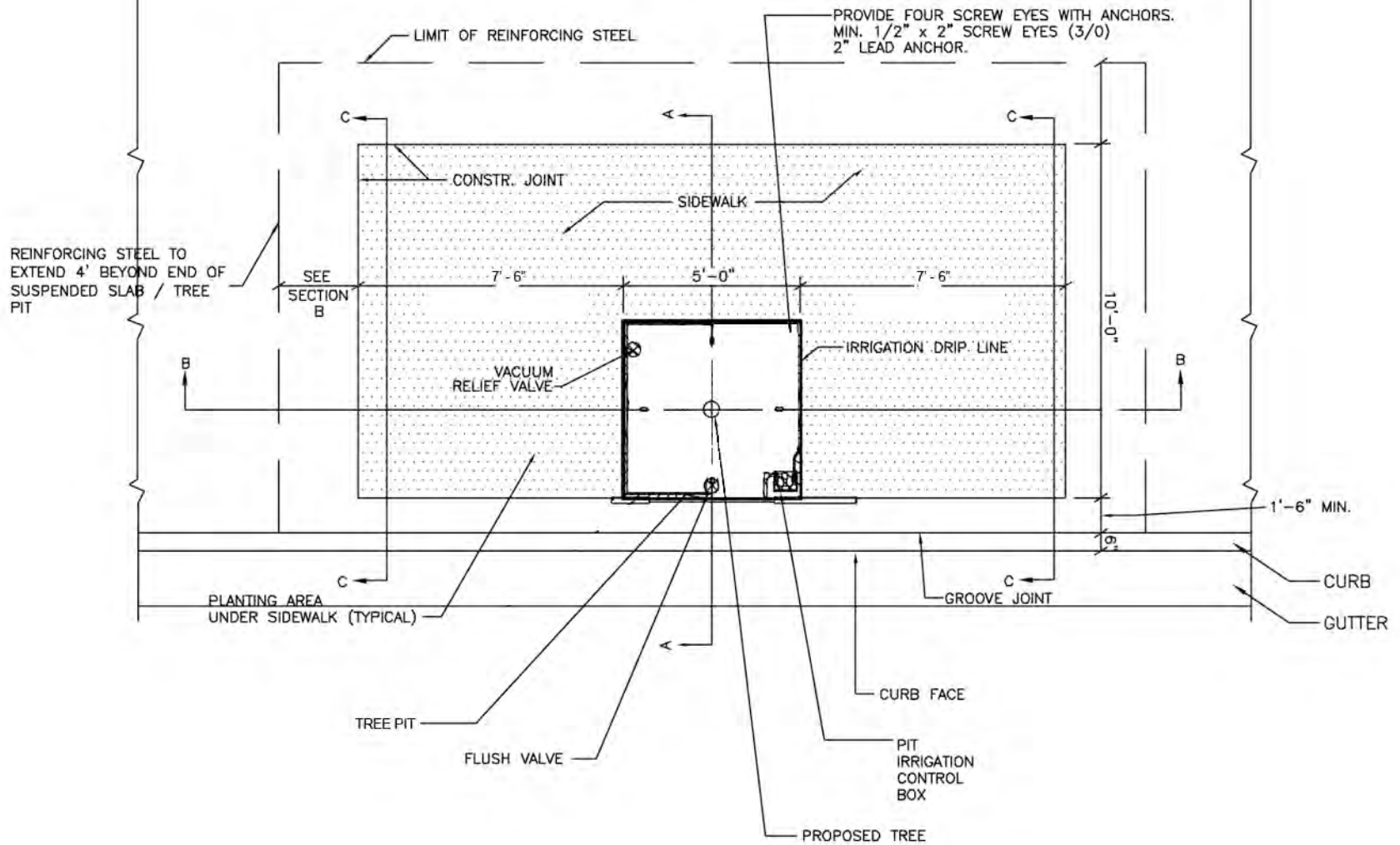


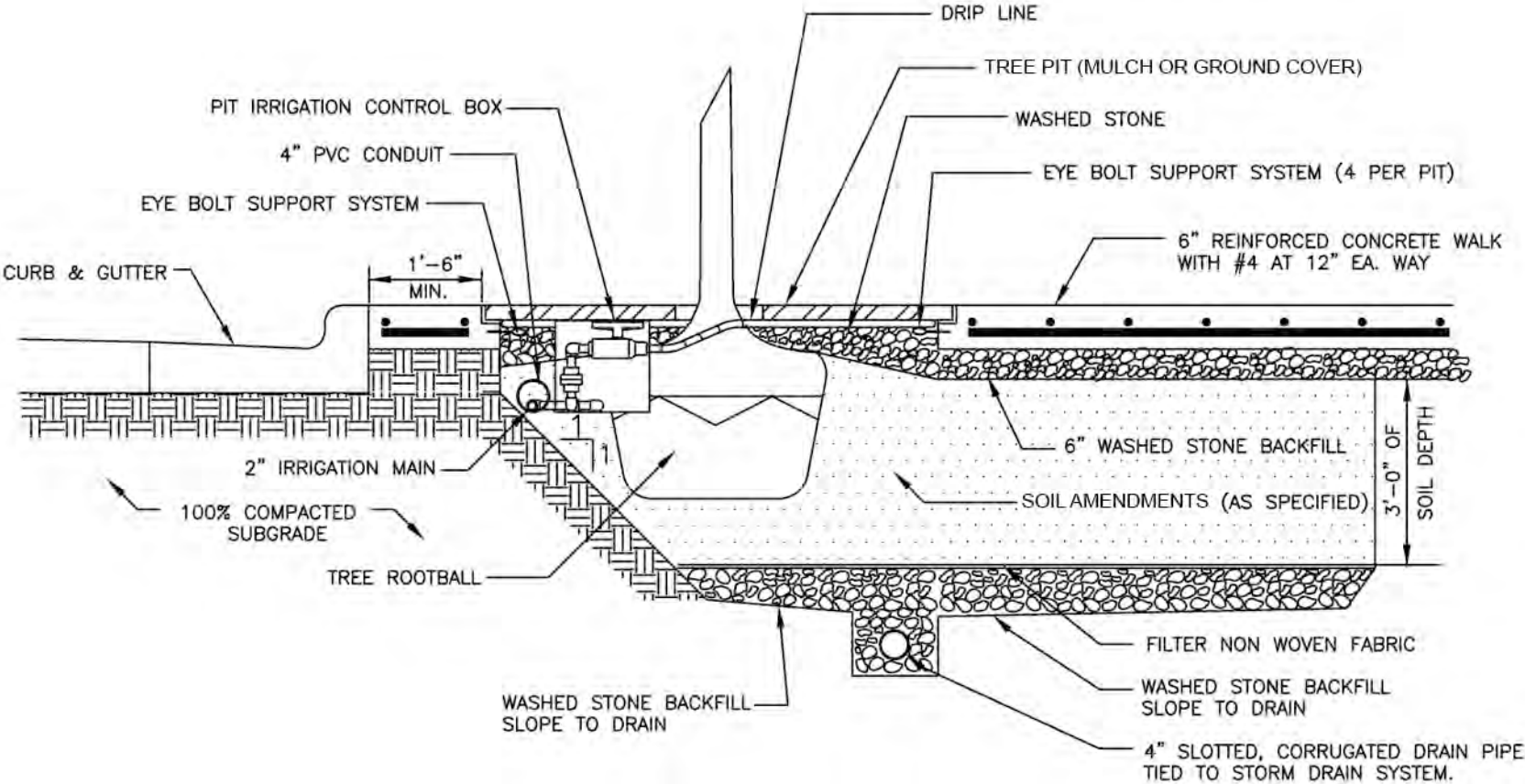
UPLAND HABITAT / RIPARIAN HABITAT PRESERVATION CREDITS			
STANDARD	ACRES		TREE CREDITS
xx tree credits per acre of preserved/protected/specimen trees	x acres		xx credits

LANDSCAPE / ENHANCED LANDSCAPE AREA

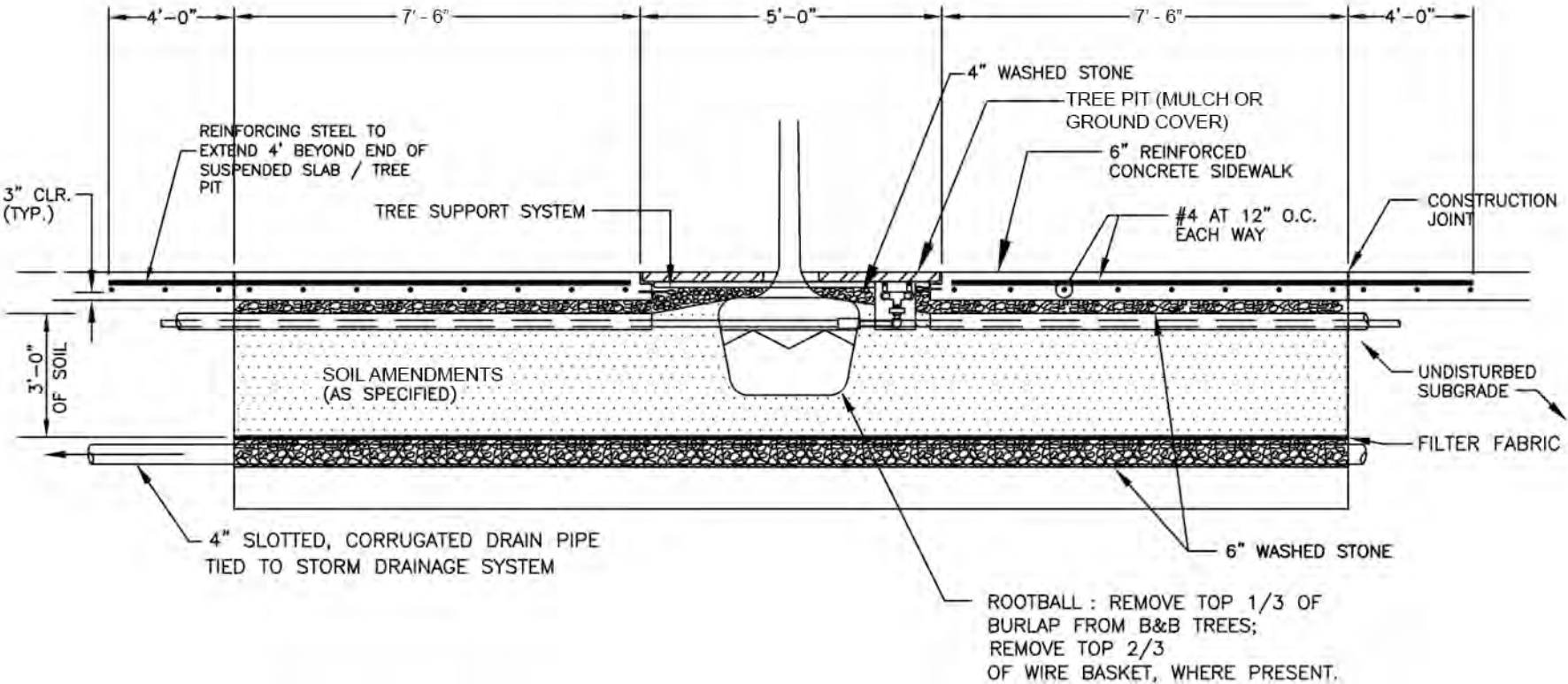


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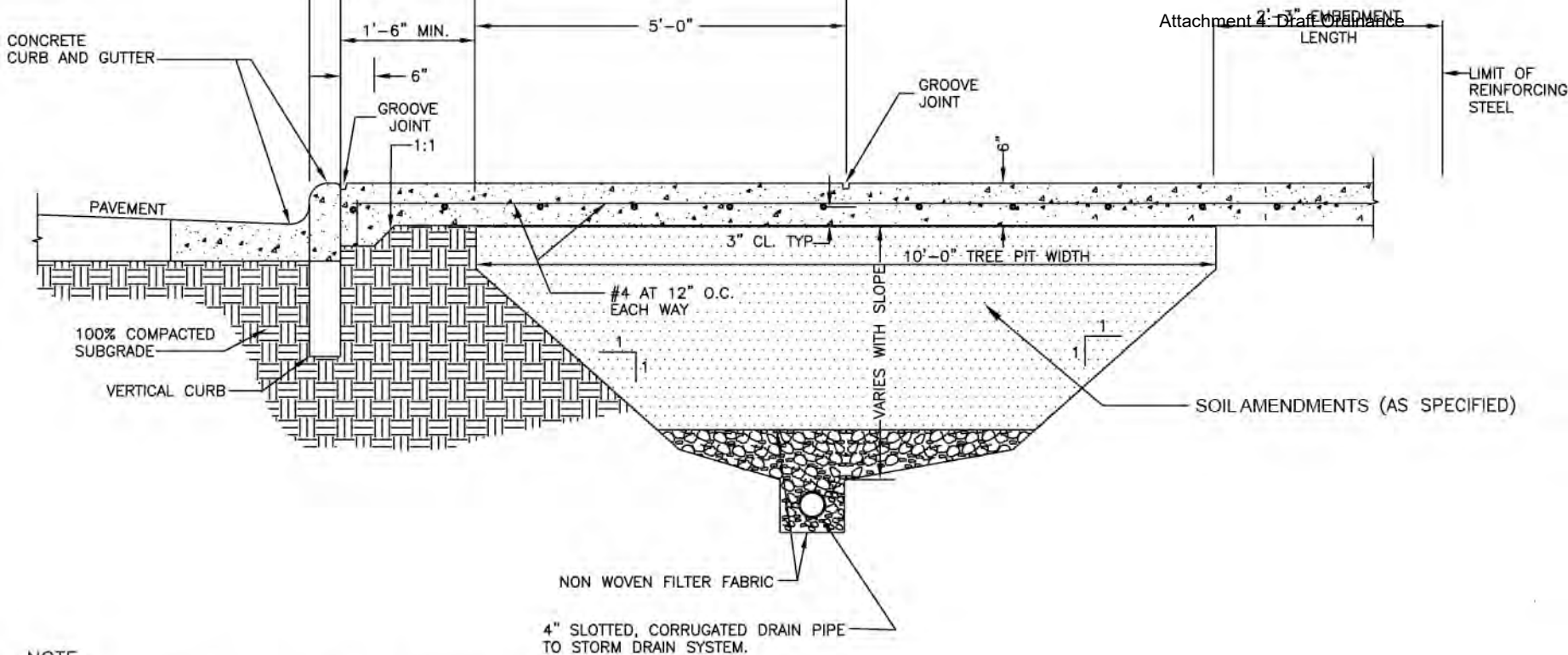




SECTION A



SECTION B

**NOTE**

A DRAINAGE SYSTEM IS REQUIRED AS SHOWN FOR ALL IRRIGATED PLANTING AREAS LOCATED ADJACENT TO STREET.

SECTION C

MATERIALS

A. TOPSOIL

1. TOPSOIL SHALL HAVE A PH VALUE FROM 5.6 - 7.6 AND SHALL BE NATURAL FERTILE, (AGRICULTURAL SOIL, BROWN IN COLOR) UNIFORM FRIABLE LOAM WITHOUT ADMIXTURE OF SUBSOIL CONTAINING ORGANIC MATTER OF 5 PERCENT OR GREATER AND SHALL BE CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH.
2. ALL TOPSOIL SHALL PASS A 1 INCH SCREEN AND 40 PERCENT SHALL PASS THE 100 MESH SCREEN. IT SHALL BE FREE OF ANY ADD-MIXTURE OF SUBSOIL, AND CONTAIN NO STONES, LUMPS, CLODS OF HARD EARTH, SLAG, CIDERS, STICKS, PLANTS OR THEIR ROOTS, TRASH OR OTHER EXTRANEIOUS MATERIALS.
3. TOPSOIL MUST ALSO BE FREE OF PLANT PARTS OF BERMUDA GRASS, QUACKGRASS, JOHNSONGRASS, NUTSEdge, POISON IVY, CANADA THISTLE, OR ANY NOXIOUS WEEDS AND SHALL NOT BE CONTAMINATED WITH ANY SUBSTANCE KNOWN HARMFUL TO THE GROWTH OF PLANTS OR HUMANS.
4. TOPSOIL SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITION.
5. TOPSOIL SOURCES SHALL BE TESTED BY A RECOGNIZED LABORATORY AT THE EXPENSE OF THE CONTRACTOR FOR PH, SOIL TEXTURE AND SOLUBLE SALTS. SALINITY SHALL NOT EXCEED 3 MILS PER CENTIMETER AT 25 DEGREES C AS DETERMINED BY SATURATED SOIL PASTE METHOD AS DESCRIBED IN USDA CIRCULAR #982. TEST RESULTS MUST BE PRESENTED IN WRITING TO THE LANDSCAPE ARCHITECT OR OWNER PRIOR TO PLACEMENT OF TOPSOIL ON SITE.
6. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR CONTROL OF NOXIOUS OR INVASIVE SPECIES INTRODUCED BY CONTAMINATED TOPSOIL.
7. TOPSOIL THAT HAS BEEN STOCKPILED FOR A LONG PERIODS SHALL BE INOCULATED TO REESTABLISH ITS MICROBIAL ACTIVITY.

B. MULCH

SHALL BE FREE OF DEBRIS AND WOOD CHIPS. IT SHALL CONSIST OF AGED DOUBLE-SHREDDED HARDWOOD, FREE OF EXCESS TANNIC ACID OR OTHER MULCH AS SPECIFIED ON THE PLANS. A SAMPLE OF MULCH SHALL BE PROVIDED FOR THE GROUNDS SUPERINTENDENT'S APPROVAL PRIOR TO DELIVERING THE MULCH. THE OWNER RESERVES THE RIGHT TO REJECT ANY MULCH WHICH IS CONSIDERED TO BE UNSUITABLE. ALL MULCHES SHALL BE FREE OF ANY FOREIGN MATERIALS, PIECES LARGER THAN 3 INCHES, AND/OR GREEN WOOD.

C. DOLOMITE LIME

SHALL BE FINELY GROUND OR PULVERIZED RAW, COMMERCIAL GRADE LIMESTONE MEETING ASTM C51 AND CONTAINING NOT LESS THAN 85 PERCENT TOTAL OF CALCIUM MAGNESIUM CARBONATE, FREE OF IMPURITIES, ALL OF WHICH SHALL PASS THROUGH A NUMBER 10 SIEVE AND ATLEAST 50 PERCENT SHALL PASS THROUGH A NUMBER 100 SIEVE.

D. SAND

SHALL BE CLEAN, WASHED, COARSE, MASONRY SAND, RIVER SAND, OR NUMBER 2 BUILDERS SAND MEETING ASTM C 33. A QUART SAMPLE OF THE PROPOSED SAND SHALL BE SUBMITTED FOR THE OWNER'S APPROVAL

E. SULFUR

SULFUR SHALL BE A COMMERCIALLY PRODUCED, GRANULAR PRODUCT OF PURE SULFUR

F. GYPSUM

GYPSUM SHALL BE GROUND TO THE SIZE SPECIFIED ON THE PLANS

G. TRACE ELEMENTS

SHALL BE ADDED AS REQUIRED BY SOILS TEST .

H. LEAF MOLD SHALL BE COMPOSTED LEAF MATERIAL, FREE OF NOXIOUS WEEDS AND DETRIMENTAL INSECTS.

I. COMMERCIAL FERTILIZER

TO MEET FED. SPECIFICATION O-F-241 TYPE 1 GRADE NOTED, LEVEL B. THE FERTILIZER SHALL BE GRANULAR UNLESS PACKETS, TABLETS, OR STAKES TO BE USED WITH MINIMUM OF 50 PERCENT OF TOTAL NITROGEN IN ORGANIC FORM WITH NO CYANAMID COMPOUNDS OR HYDRATED LIME MIXES TO BE ADDED OR FOUND IN THE FERTILIZER.

J. OTHER ACCEPTABLE FERTILIZER FORMS:

1. FOR TREES
ANUTRI-PAK
JRP INTN=L. INC.
17 FOREST AVENUE
FOND DU LAC, WISCONSIN 54935
2. AJOBES, PLANT SPIKES - FOR TREES AND SHRUBS.
3. ALAWN PRO OR SIMILAR APPROVED SLOW RELEASE FERTILIZER FOR LAWNS WITH THE FOLLOWING RATIO:
3 NITROGEN
1 PHOSPHORIC ACID
2 POTASH
4. AHOLLY-TONE OR SIMILAR APPROVED WITH CHELATED IRON FOR EVERGREEN PLANTS.

K. PEAT

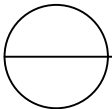
1. SHALL CONFORM TO FEDERAL SPECIFICATION Q-P-166C, PEAT MOSS; PEAT HUMUS; AND PEAT, REED-SEdge.
2. SHALL BE LOW IN WOODY MATERIAL AND FREE OF MINERAL OR OTHER MATERIAL HARMFUL TO PLANT LIFE.
3. THE MIN. ORGANIC CONTENT TO BE APPROX. 90% WITH ACID REACTION FROM 4-5 PH, AND MOISTURE ABSORPTIVE CAPACITY NOT LESS THAN 450 PERCENT.
4. HUMUS TO BE SHREDDED, DRIED AND STERILIZED TO PASS 1/4 INCH SCREEN.
5. MOSS SHALL BE PULVERIZED AND HORTICULTURAL GRADE SPHAGNUM MOSS FREE OF EXTRANEIOUS OR HARMFUL MATERIAL.
6. TO BE FINELY MILLED BLACK MICHIGAN PEAT OR OTHER SIMILAR APPROVED.

L. MANURE

1. SHALL BE WELL-ROTTED HORSE OR COW (OR COMBINATION THEREOF) MANURE. NOT TO CONTAIN OVER 25% STRAW OR LITTER. IT SHALL BE FREE OF FRESH MANURE, SAWDUST, WOOD CHIPS, LEATHER CHIPS, TAN BARK, LONG STRAW, SOFT HAY, STONES, FOREIGN INJURIOUS SUBSTANCES OR CHEMICALS USED TO HASTEN DECOMPOSITION.
2. TO BE TWO YEARS OLD MAXIMUM, NINE MONTHS MINIMUM WITH MINIMUM OF THREE TURNINGS WITHIN THIS TIME PERIOD.
3. NO BURNED OR FIRE-FANGED MANURE WILL BE ACCEPTABLE.

M. SOIL AMENDMENTS

DIATOMACEOUS EARTH SOIL AMENDMENT CONSISTING OF SILICA, ALUMINA, IRON OXIDE AND SHALL HAVE 0.1 TO 1 MICRON PORE SIZE, WITH A MINIMUM OF 113 PERCENT WATER ABSORPTION, MAXIMUM 19 PERCENT LOSS SULPHATE SOUNDNESS, 80 PERCENT TOTAL POROSITY. A TOTAL OF 54 PERCENT TO PASS 10 MESH SCREEN, 98 PERCENT TO PASS 80 MESH SCREEN.



SOIL AMENDMENTS

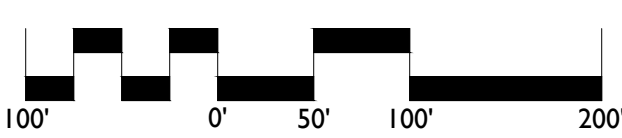
Attachment 3

1. Tree Planting Requirements.
 - a. For all street trees, as well as any tree that is bound on all sides by concrete or other nonpermeable surface, planting techniques shall be required as provided on Attachment 1.
 - b. Each street tree shall have a soil volume of 600 cubic feet.
 - c. For large maturing street trees, the tree well size shall range from 5ft x 9ft (45sqft) to 6ft x 8ft (48sqft).
 - d. For medium/small maturing street trees, the tree well size shall be a minimum of 5ft x 5ft (25sqft).
 - e. Each parking lot tree shall have a landscape area of a minimum of 250 sf for large maturing trees and 150sf for medium/small maturing trees.
2. Amended Soils
 - a. The Amended Soils requirement may be met in one of the following ways:
 - i. Preparing the existing soil as follows:
 1. Tree planting areas by tilling to a depth of 18", and adding amended soils.
 2. Shrub planting areas by tilling to a depth of 12", and adding amended soils.
 3. Seed/sod areas by tilling to a depth of 6", and adding amended soils.
 4. The options listed above may also require the removal of some existing soil along with other mitigation work and soil amendments to improve soil structure.
 - ii. Removing all existing soil from a required planting area and replacing it with new soil and other soil amendments.
 - b. Amended Soils requirements may be waived by the Parks, Trails and Landscape Specialist, the Environmental Review Analyst, and other designees of the Town's Environmental Services division.
3. Determination of Amended Soils requirements will be based on soil testing to verify the quality of existing soil, Amended Soil and other soil amendments. Staff will inspect soil at the time of planting bed preparation and make recommendations based on soil test results to determine required soil amendments.
 - a. Soil composition shall be consistent with sandy loam to loam soil properties.
 - b. Amended soil shall have an acidity range of pH 5.5 to 7.0.
 - c. To achieve the sandy loam to loam properties, soil amendments as described in Attachment 2 may be used.
4. Amended Soil requirements shall have uniform composition throughout, with a mixture of subsoil. It shall be free of stones, lumps, live plants and their roots, sticks, and other extraneous matter. It shall contain no man-made materials unless otherwise specified. Amended soil shall not be used while in a frozen or muddy condition.



- LEGEND:
- PRIMARY OPEN SPACE
 - PRIVATE COMMON/PERSONAL OPEN SPACE
 - PROPOSED TOWN 8FT MULTI-USE TRAIL
 - INTERNAL PEDESTRIAN PATHWAYS
 - EXISTING SIDEWALK

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.



DATE: 12/06/2017
DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI
SCALE: 1"=100'-0"
PROJECT #: 8517023
SHEET #:

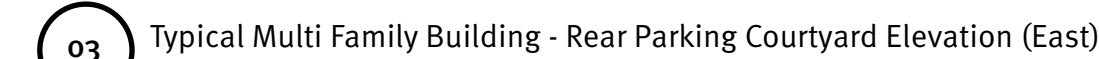
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REVISIONS:

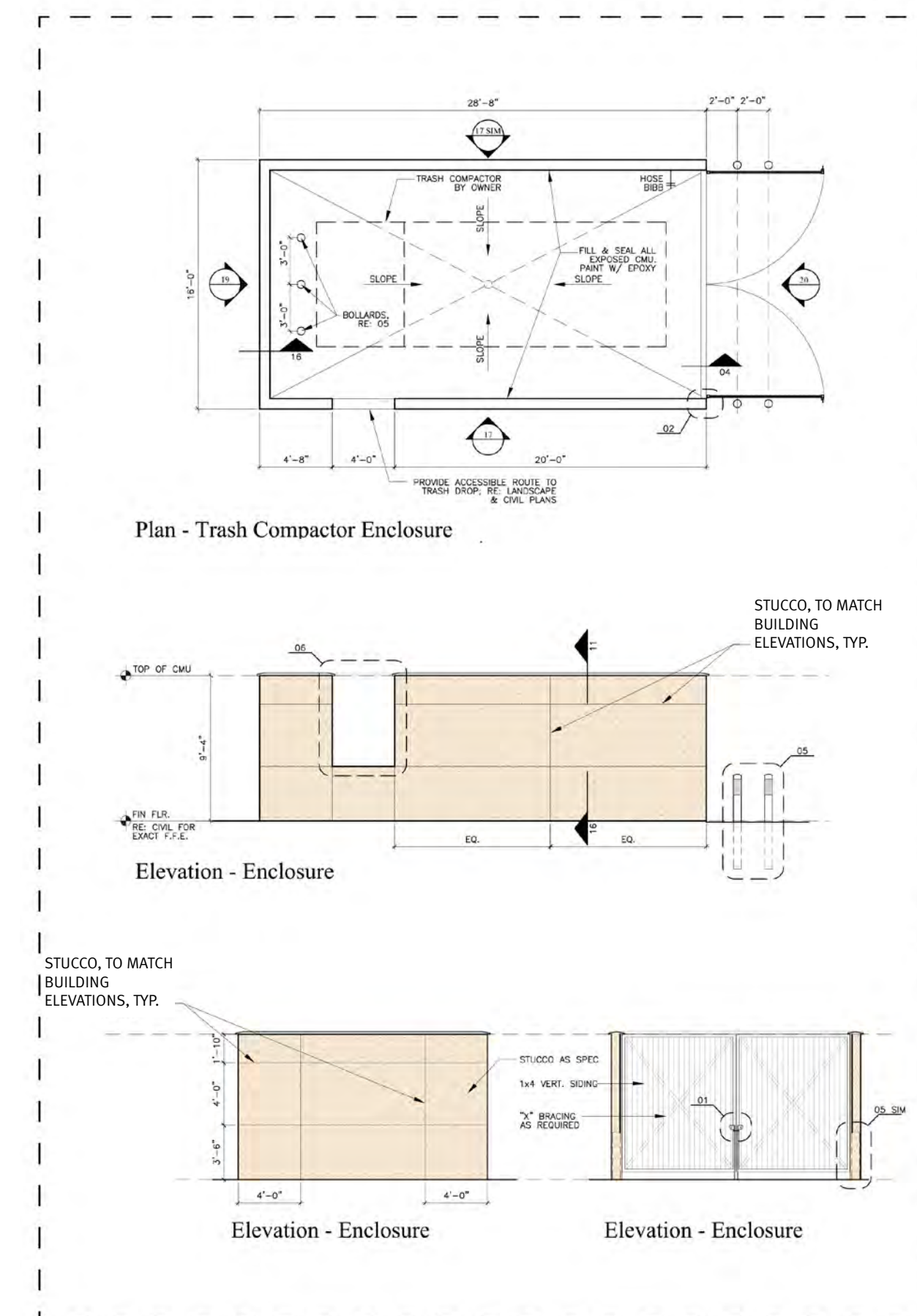
THE POINT
PLANNED DEVELOPMENT - REZONING
DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL | FLOWER MOUND, TEXAS
CONCEPTUAL OPEN SPACE AND PEDESTRIAN CIRCULATION

PRELIMINARY
THIS PLAN IS FOR INFORMATION ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.
Matthew S. Vinten
Registered Landscape Architect of the
State of TEXAS
Registration Number: 2946

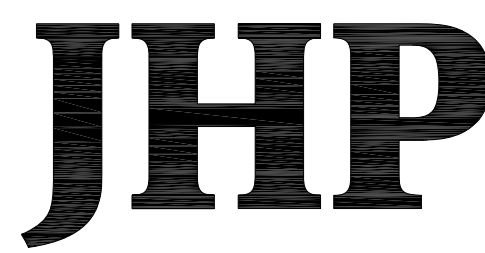
LandDesign.
5301 Alpha Road, Suite 24
Dallas, Texas 75240
214 | 785 6009 (O)
www.LandDesign.com
TBPE: F-14754 / TBAE: BR-1927



Typical Multi Family Building	Front Elevation	Rear Parking Courtyard Elevation	Typical Side Elevation
Total Facade	11,000 s.f.	11,400 s.f.	7,100 s.f.
Facade exclusive of Doors and Windows	7,200 s.f.	7,400 s.f.	4,900 s.f.
Doors and Windows	3,800 s.f.	4,000 s.f.	2,200 s.f.
Primary Material totals	3,270 s.f. – 46%	4,720 s.f. – 64%	2,250 s.f. – 46%
Brick	1,290 s.f. – 18%	2,060 s.f. – 28%	600 s.f. – 12%
Stone	0	0	0
Stucco	1,390 s.f. – 19%	2,310 s.f. – 31%	1,270 s.f. – 26%
Cementitious Panel	590 s.f. – 9%	350 s.f. – 5%	380 s.f. – 8%
Secondary Material totals	3,930 s.f. – 54%	2,680 s.f. – 36%	2,650 s.f. – 54%
Siding (Not EFIS)	2,900 s.f. – 40%	2,300 s.f. – 31%	2,010 s.f. – 41%
Metal	1,030 s.f. – 14%	380 s.f. – 5%	640 s.f. – 13%



1. Roof-mounted mechanical units and/or equipment shall be screened from view by parapet walls, mansard roofs or other architectural elements.
2. Parapet wall, mansard roofs or other architectural elements shall be constructed to a height not less than one foot above the horizontal plane of the highest roof-mounted mechanical units and/or piece of equipment.
3. Parapet walls, mansard roofs and architectural elements shall be constructed of materials compatible to those used in the development.
4. If parapet walls or mansard roofs are used to meet the screening requirements of this section, they will be constructed in a continuous, unbroken method along any wall plane.
5. The height of required screening elements shall not contribute to the calculation of building height.



JHP Architecture / Urban Design
8340 Meadow Road Suite 150
Dallas, Texas 75231
Telephone: 214-363-5687
Fax: 214-363-9563

Michael L. Arbour

Registered Architect of the State of TEXAS
Registration Number: 11958

THE POINT

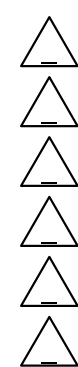
Flower Mound, Denton County, TX

Typical Multi Family Building
Elevations
(Building 11,12,13,16,18)

Project Number: 2017031
 Drawn By: gp
 Issue For: Master Plan Amendment
 Date: 11.27.2017

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Revision	Date
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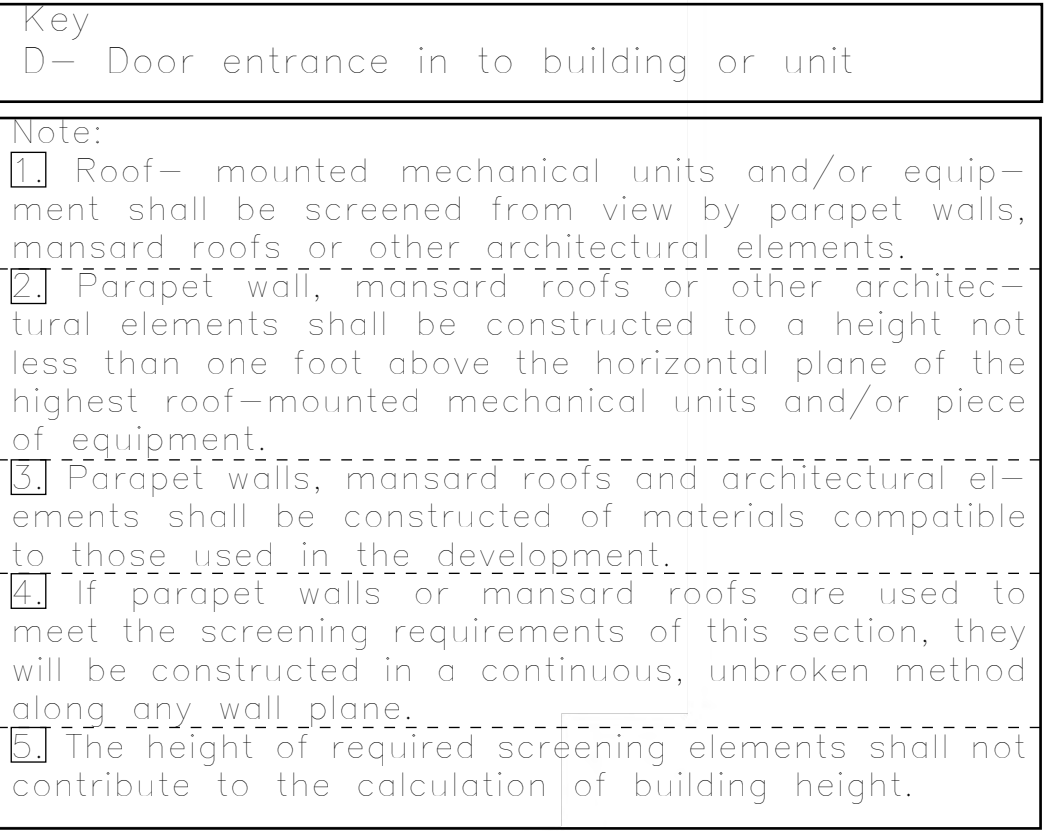
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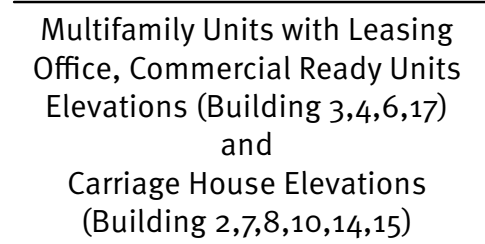
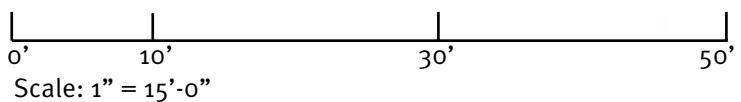
JHP Architecture / Urban Design
8340 Meadow Road Suite 150
Dallas, Texas 75231
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Fax: 214-363-9563

Registered Architect of the State of TEXAS
Registration Number: 11958

Flower Mound, Denton County, TX



	Front	Rear	Side
Doors and Windows	35%	31%	35%
Wood	9%	11%	11%
Brick	5%	20%	6%
Stucco	5%	0%	5%
Cementitious Panel	11%	9%	25%
Siding (Not EFIS)	0%	29%	0%
Stone	30%	0%	10%
Metal	5%	0%	8%



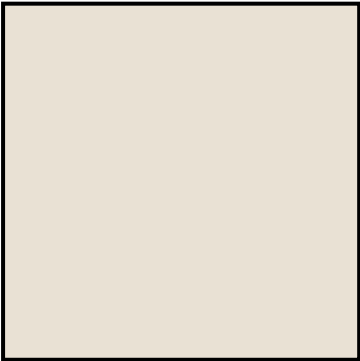
Project Number: 2017031
 Drawn By: gp
 Issue For: Master Plan Amendment
 Date: 11.29.2017

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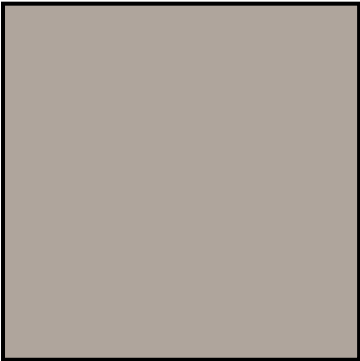
Revision	Date
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Sheet:

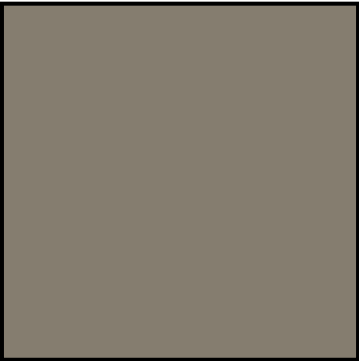
Building Colors



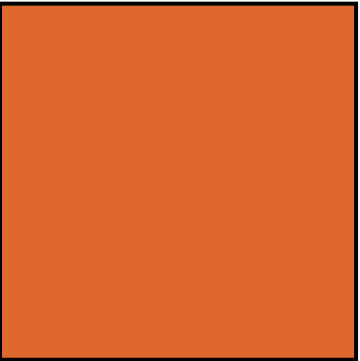
Shoji White
Sherwin Williams
7042



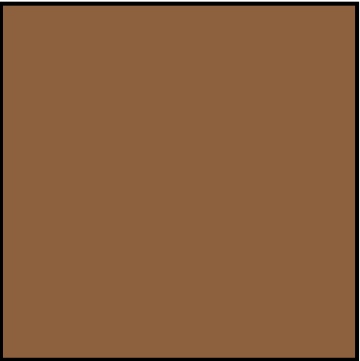
Functional Gray
Sherwin Williams
7024



Anonymous
Sherwin Williams
7046

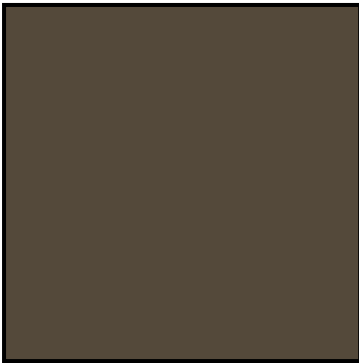


Determined Orange
Sherwin Williams
6635



Jute Brown
Sherwin Williams
6096

Building Materials



SBR Bronze
(Metal Panels)
Alpolic: 3mm4SBR3.5



8” Classic Jerusalem-
Cayenne(Coronado Stone)



Mushroom Brown
Acme Brick
(Brick)



Brookshire
Acme Brick
(Brick)



	WEST			NORTH			SOUTH			EAST		
	SF	%		SF	%		SF	%		SF	%	
TOTAL	9409			5201			5201			9341		
WINDOWS & DOORS	3812			2182			2182			4246		
TOTAL LESS WINDOWS & DOORS	5597			3039			3039			5095		
PRIMARY MASONRY	BRICK	3324	59.39	564	18.56	564	18.56	2810	55.15			
	STONE	1462	26.12	1845	60.71	1845	60.71	1344	26.38			
	CAST STONE	20	0.36	101	3.32	101	3.32	20	0.39			
SECONDARY	CEMENTITIOUS PANEL	352	6.29	0	0.00	0	0.00	0	0.00			
	EIFS	334	5.97	196	6.45	196	6.45	298	5.85			
OTHER	ALUCOBOND / ALUMINUM COMPOSITE CLADDING	105	1.88	333	10.96	333	10.96	623	12.23			
	TOTAL	5597	100	3039	100	3039	100	5095	100			



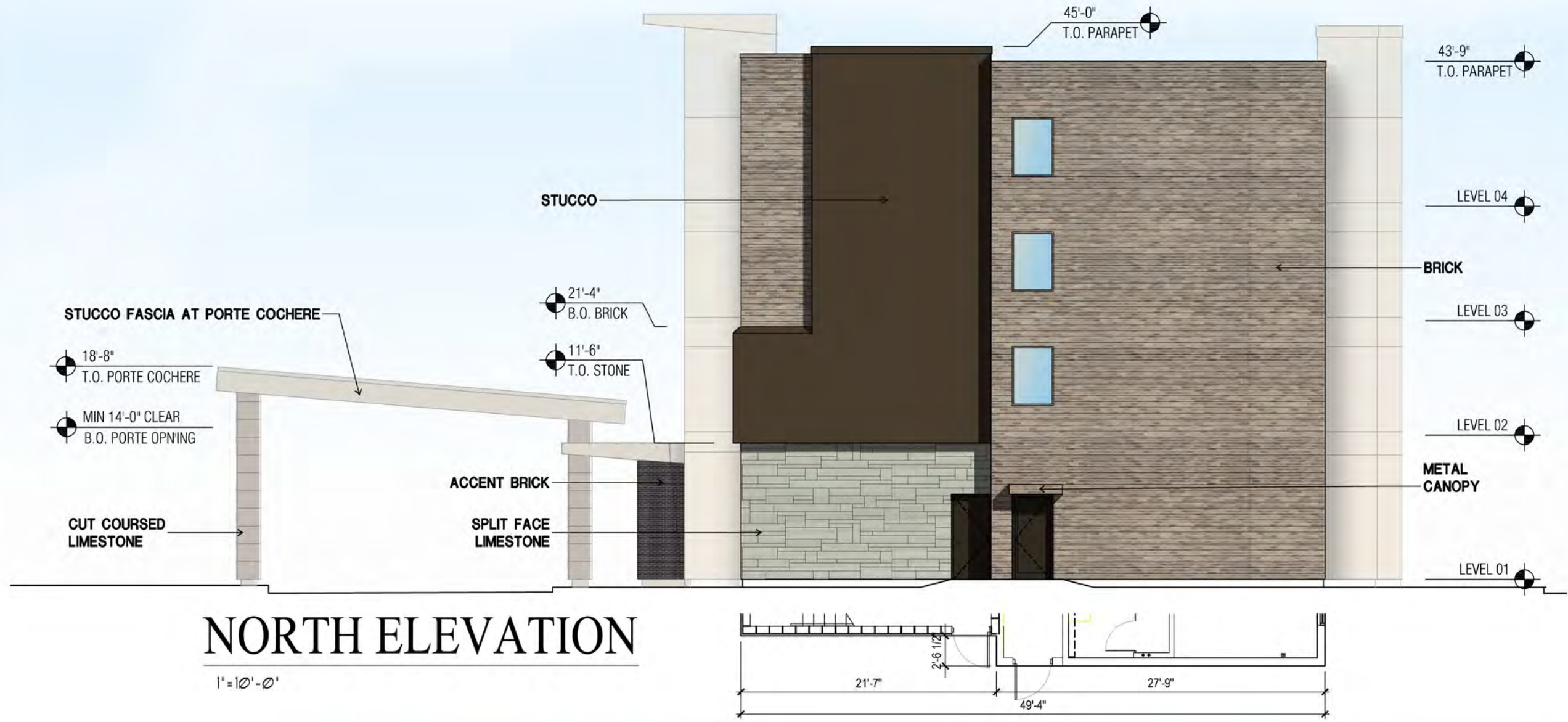
EAST ELEVATION

1" = 10' - 0"



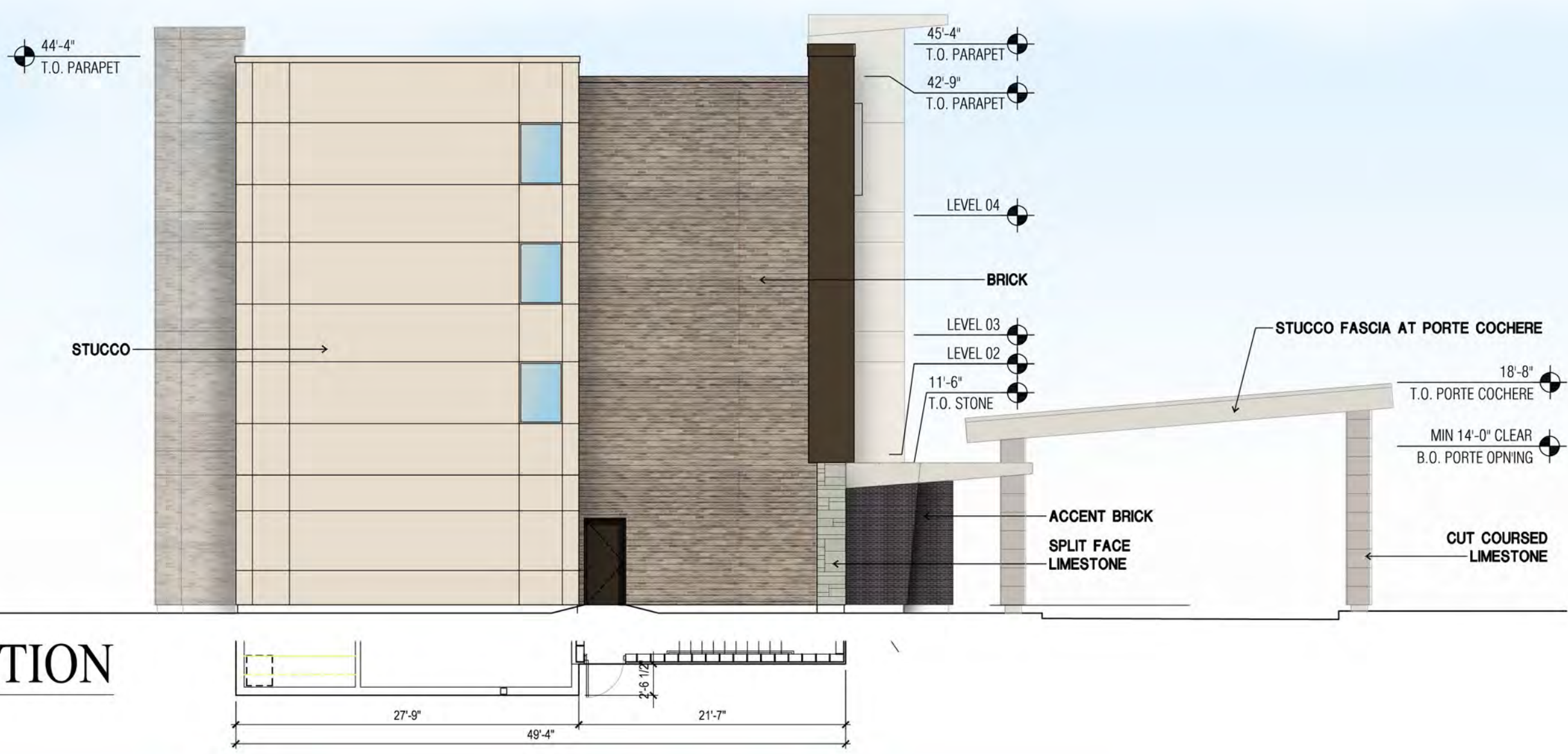
NORTH ELEVATION

1" = 10' - 0"



SOUTH ELEVATION

1" = 10' - 0"



WEST ELEVATION

1" = 10' - 0"



		EAST		NORTH		SOUTH		WEST	
		SF	%	SF	%	SF	%	SF	%
TOTAL		9172		2187		2184		9210	
WINDOWS & DOORS		2210		101		76		2251	
TOTAL LESS WINDOWS & DOORS		6962		2086		2108		6959	
PRIMARY MASONRY	BRICK	2946	42.32	1274	61.07	769	36.48	1966	28.25
	STONE			219	10.50	27	1.28	825	11.86
	STUCCO	3866	55.53	563	26.99	1285	60.96	3150	45.27
SECONDARY	CEMENTITIOUS PANEL							673	9.67
	EFS	150	2.15	26	1.25	27	1.28	177	2.54
OTHER: ALUCOBOND / ALUMINUM COMPOSITE CLADDING				4	0.19			168	2.41
TOTAL		6962	100	2086	100	2108	100	6959	100

ZPD17-0007

THE POINT - TRU by HILTON
BUILDING 9

FLOWER MOUND, TEXAS
DIRECT DEVELOPMENT

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

EL10

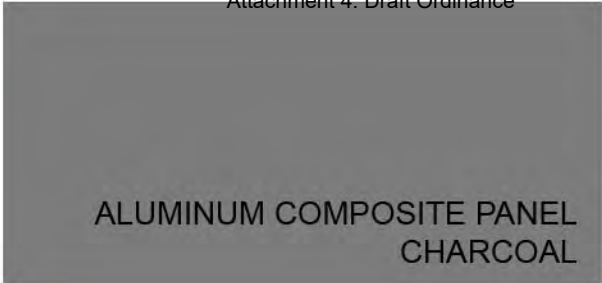
JOB NO: ----
ISSUE DATE: 12/12/17
SCALE: AS NOTED



STUCCO - COLOR 1



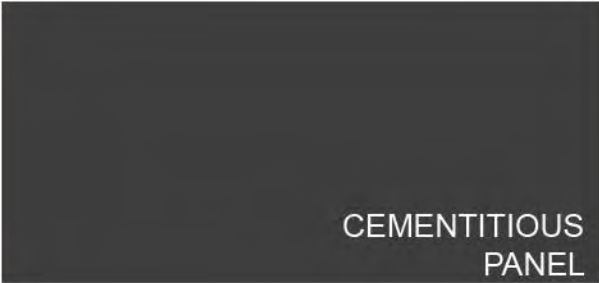
EIFS



ALUMINUM COMPOSITE PANEL
CHARCOAL



STUCCO - COLOR 2



CEMENTITIOUS
PANEL



ALUMINUM COMPOSITE PANEL
CHAMPAGNE



SPLIT FACE LIMESTONE



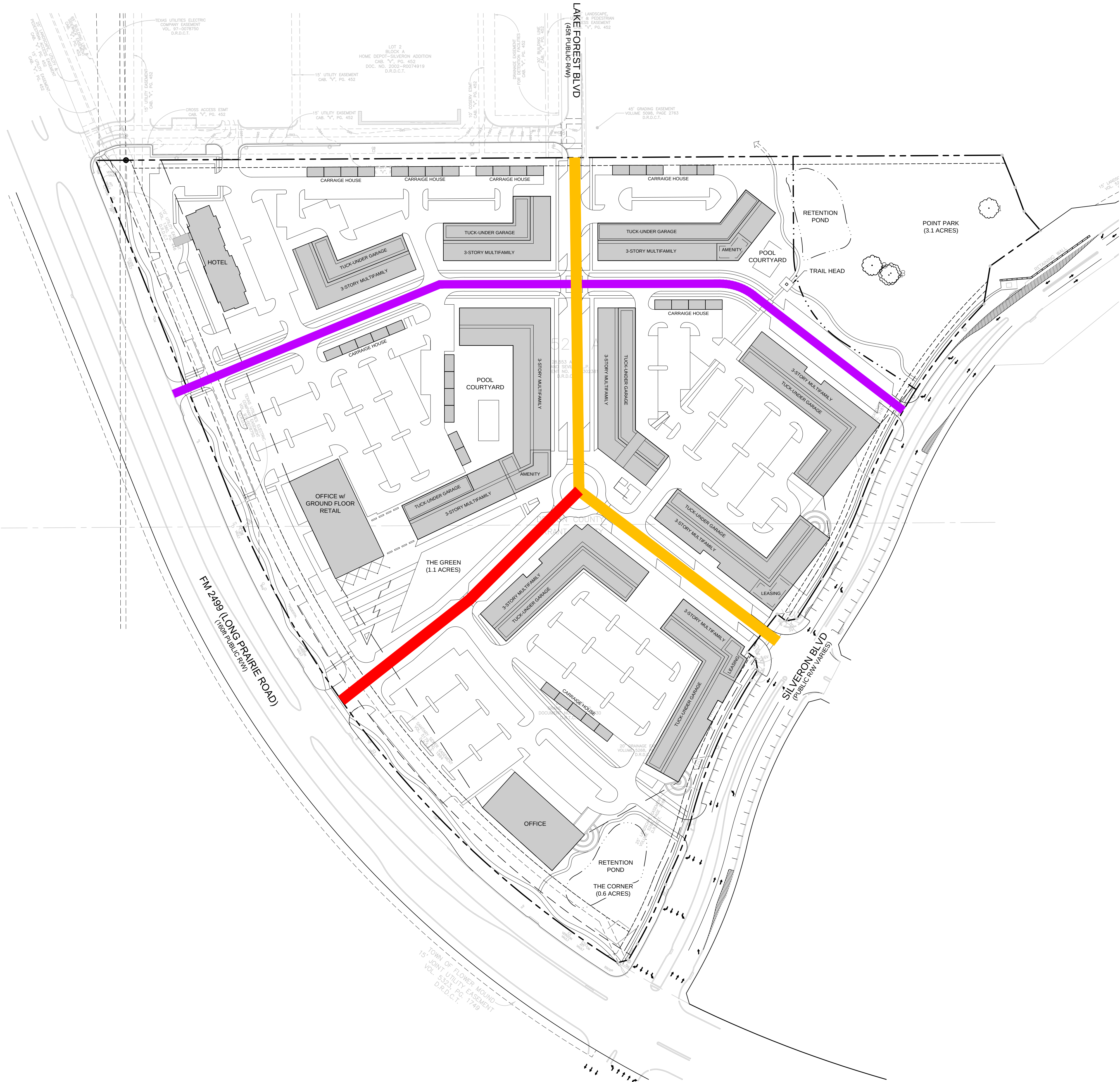
CUT COURSED LIMESTONE



ACCENT BRICK



BRICK



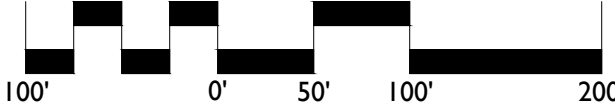
LEGEND:

- PRIVATE STREET - TYPE A
- PRIVATE STREET - TYPE A.1
- PRIVATE STREET - TYPE A.2

NOTE:

1. REFER TO CONCEPTUAL UTILITY PLAN FOR PRIVATE STREET SECTIONS.

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

DATE: 12/06/2017
DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI
SCALE: 1"=100'-0"
PROJECT #: 8517023
SHEET #:

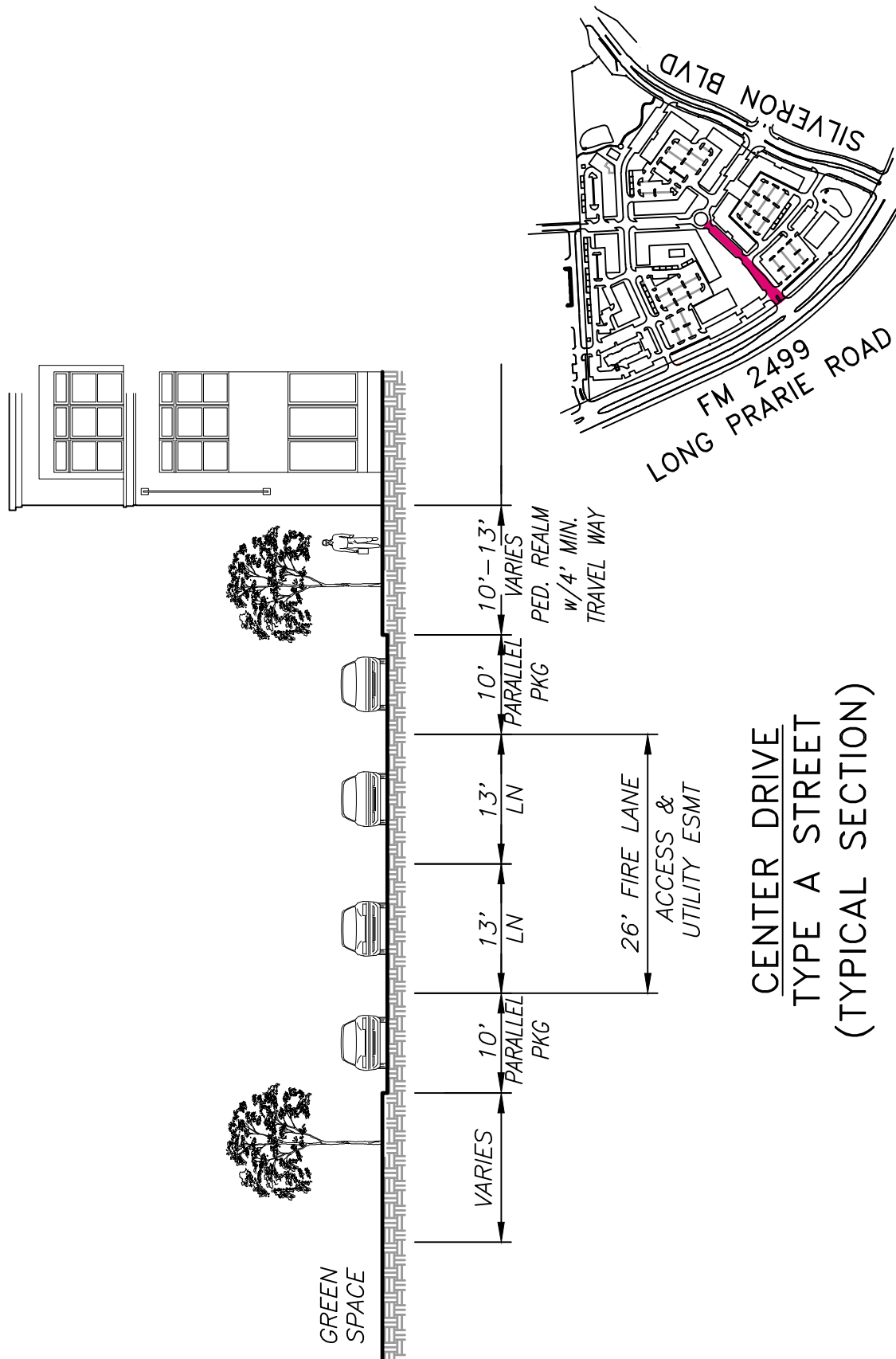
RZ.2.1

REVISIONS:

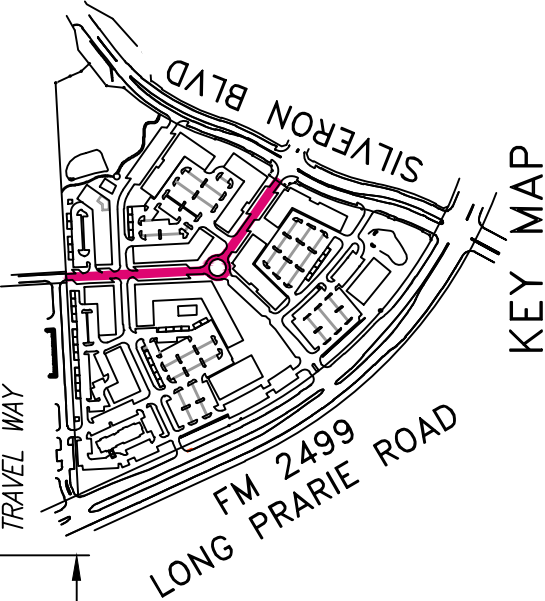
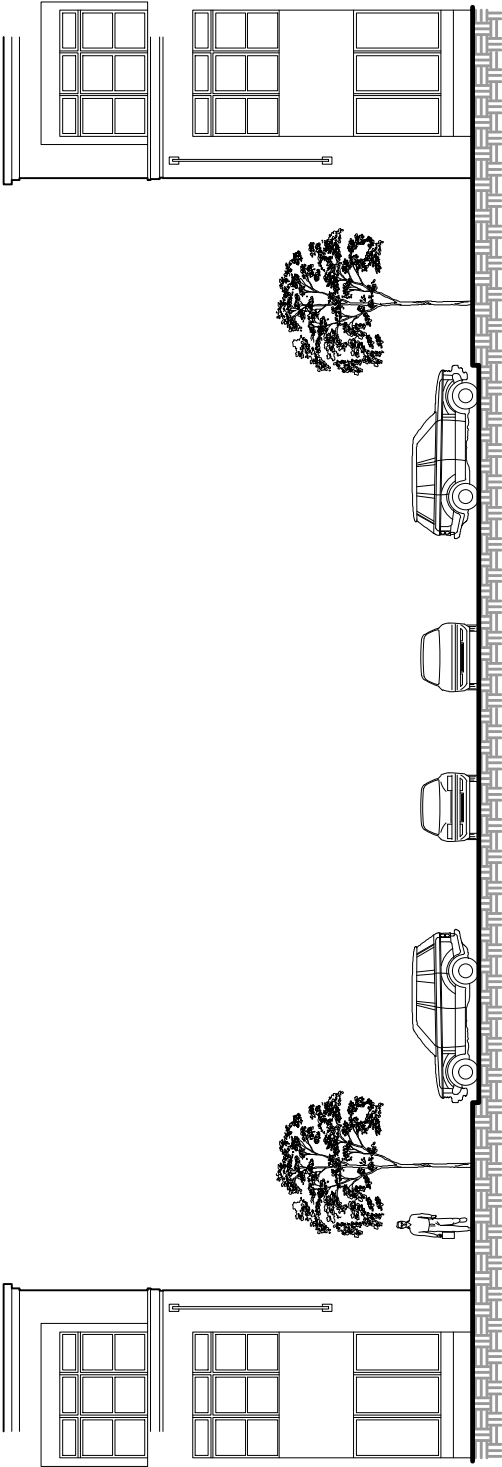
THE POINT
PLANNED DEVELOPMENT - REZONING
DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL | FLOWER MOUND, TEXAS
CONCEPTUAL PRIVATE STREET CLASIFICATION

PRELIMINARY
THIS PLAN IS FOR INFORMATION ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.
Matthew S. Vinten
Registered Landscape Architect of the
State of TEXAS
Registration Number: 2946

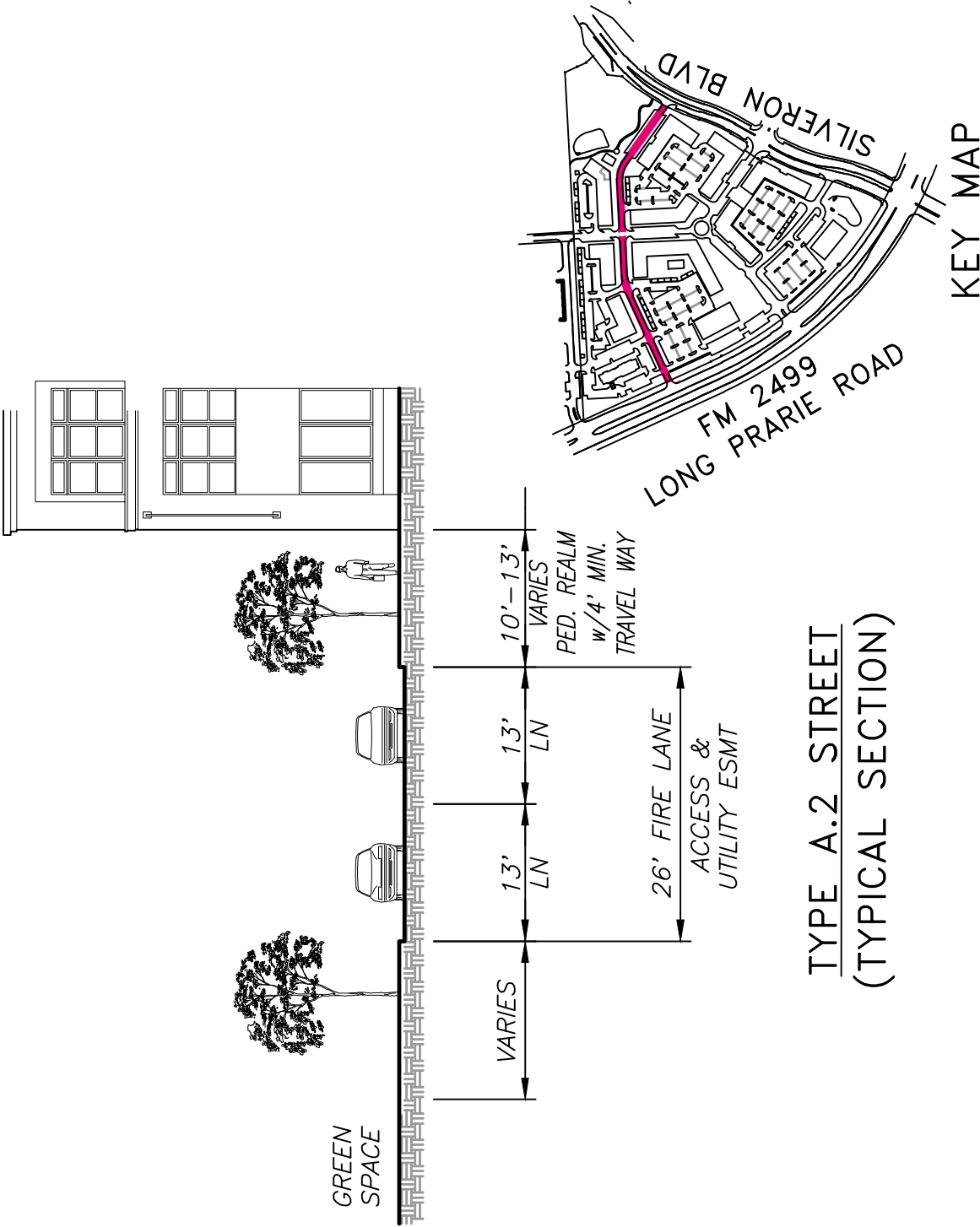
LandDesign.
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214 | 785 6009 (O)
www.LandDesign.com
TBPE: F-14754 / TBAE: BR-1927



CENTER DRIVE
TYPE A STREET
(TYPICAL SECTION)



LAKE FOREST
TYPE A.1 STREET
(TYPICAL SECTION)



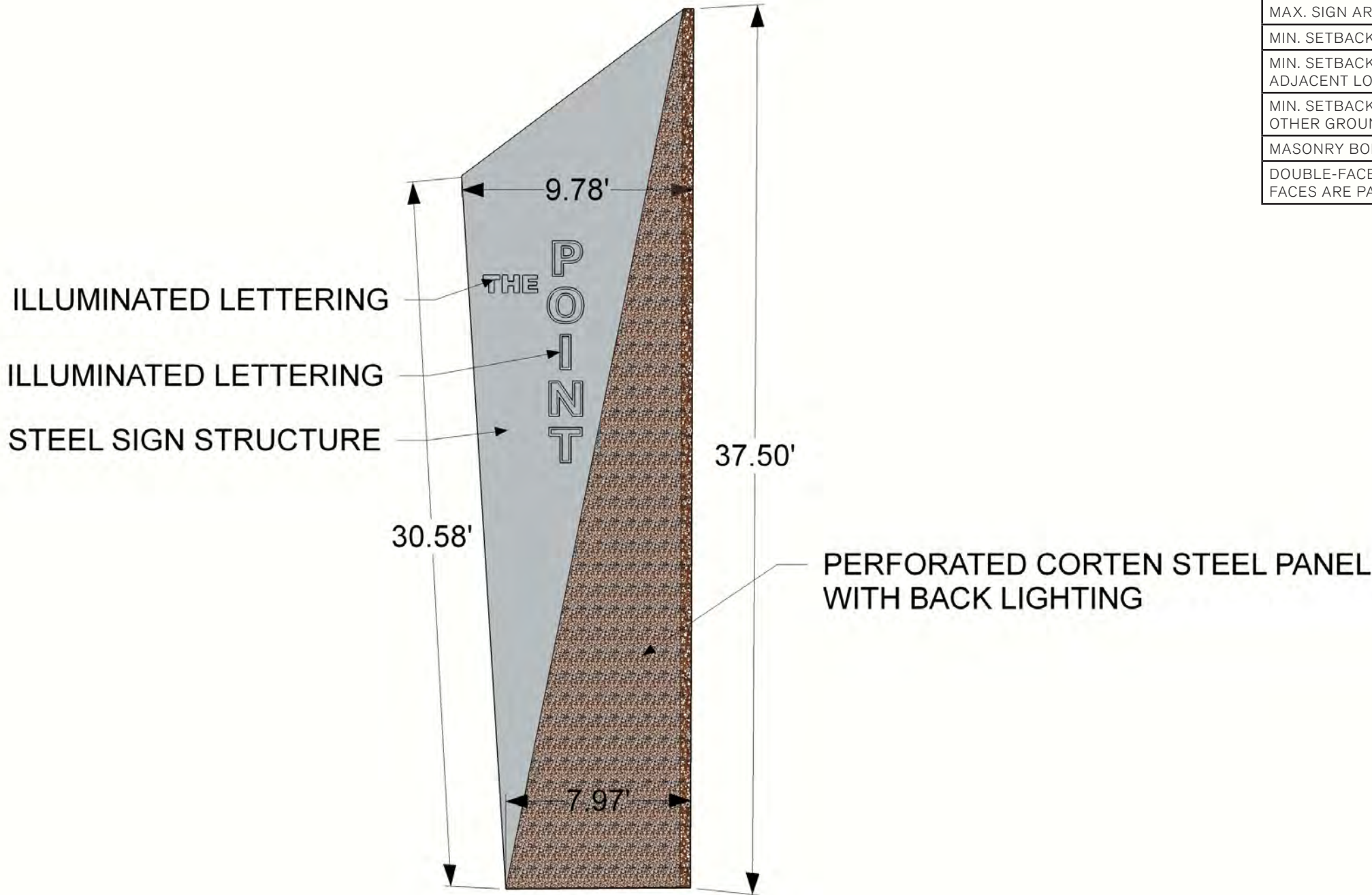


- 1 The Point Sign 1 (ground sign)
- 2 The Point Sign 2 (ground sign)
- 3 The Point Sign 3 (ground sign)
- 4 The Point Sign 4 (ground sign)
- 5 Trailhead Sign 5 (ground sign)
- 6 A Tru Hotel West Facade Sign 6A (wall sign)
- 6 B Tru Hotel East Facade Sign 6B (wall sign)
- 7 Tru Hotel Monument Sign 7 (ground sign)

THE POINT FLOWER MOUND, TEXAS ■ ARCHITECTURAL IMAGERY PACKAGE

PN 8517023 | 11.30.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

GROUND SIGN REQUIREMENTS - SIGN 1			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	38'
MAX. WIDTH	Sec. 86-67 (2)	10'	10'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	VARIES PER SIDE, 450 SF MAX
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO

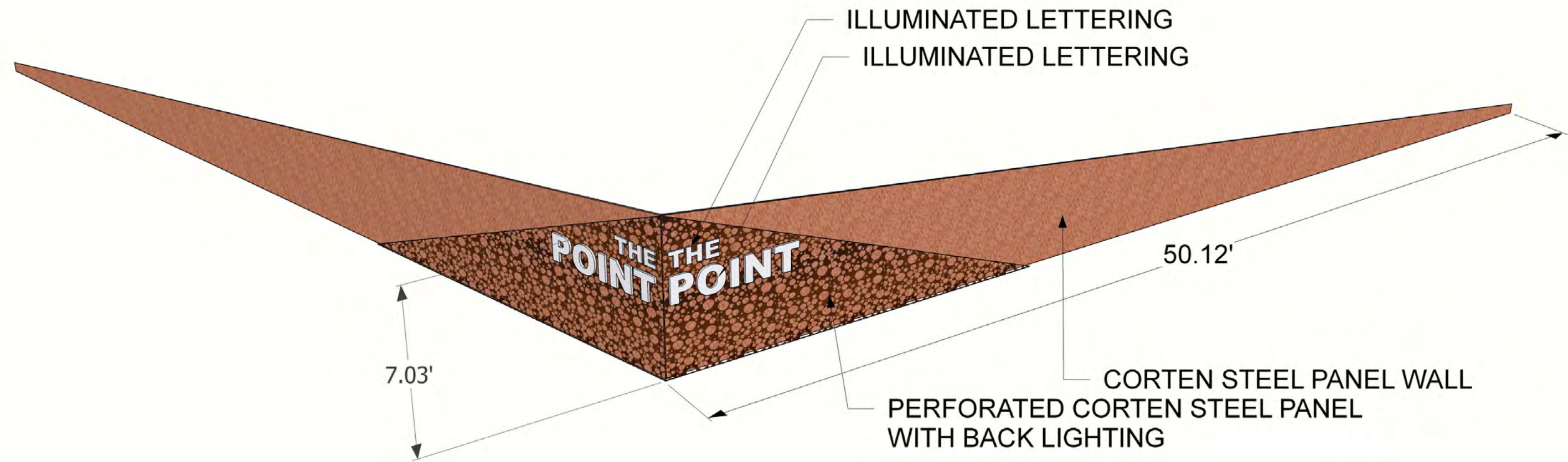


SIGN 1

THE POINT FLOWER MOUND, TEXAS ▪ ARCHITECTURAL IMAGERY PACKAGE

PN 8517023 | 11.30.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

GROUND SIGN REQUIREMENTS - SIGN 2			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	8'
MAX. WIDTH	Sec. 86-67 (2)	10'	51'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	360 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO

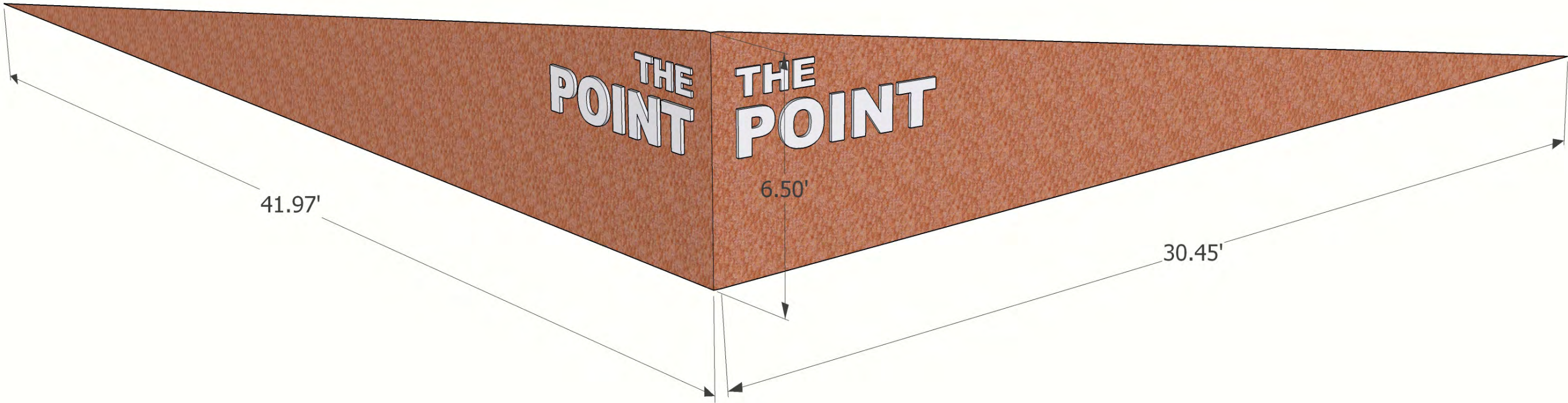


SIGN 2

THE POINT FLOWER MOUND, TEXAS ▪ ARCHITECTURAL IMAGERY PACKAGE

PN 8517023 | 11.30.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

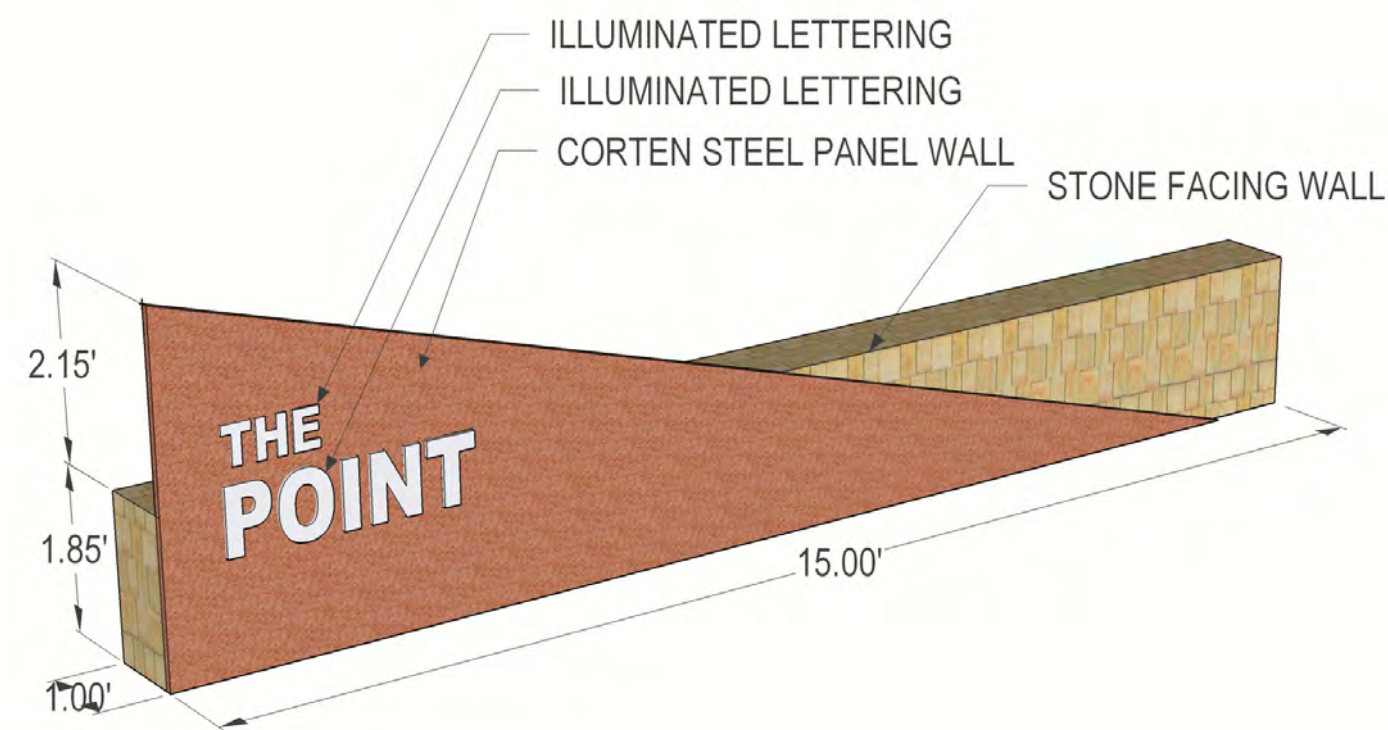
GROUND SIGN REQUIREMENTS - SIGN 3			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	6.5'
MAX. WIDTH	Sec. 86-67 (2)	10'	42'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	275 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NO



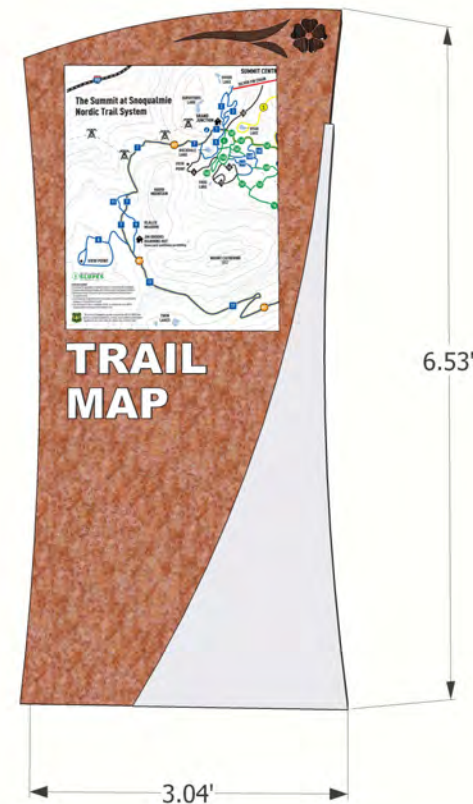
SIGN 3

THE POINT FLOWER MOUND, TEXAS ▪ ARCHITECTURAL IMAGERY PACKAGE

PN 8517023 | 11.30.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL



SIGN 4



TRAILHEAD SIGN 5

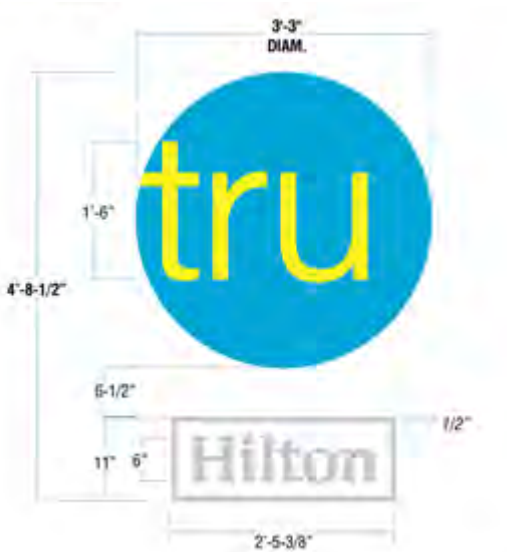
GROUND SIGN REQUIREMENTS - SIGN 4			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	4'
MAX. WIDTH	Sec. 86-67 (2)	10'	15'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	60 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	15'
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	NOT APPLICABLE, SINGLE FACED

GROUND SIGN REQUIREMENTS - TRAILHEAD SIGN 5			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	7'
MAX. WIDTH	Sec. 86-67 (2)	10'	4'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	28 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	YES

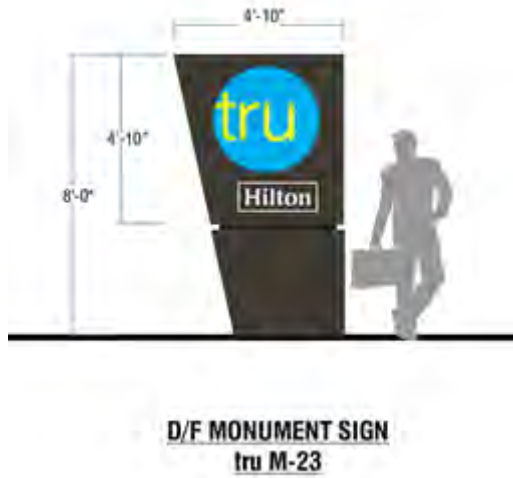


WALL SIGN REQUIREMENTS - TRU HOTEL WEST FACADE SIGN 6A			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	32'-10"
MAX. WIDTH	Sec. 86-67 (2)	10'	16'-5"
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	460 SF

TRU HOTEL WEST FACADE
SIGN 6A



TRU HOTEL EAST FACADE
SIGN 6B



TRU HOTEL GROUND
SIGN 7

WALL SIGN REQUIREMENTS - TRU HOTEL EAST FACADE SIGN 6B			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-68 (a)(6)	6'	5'
MAX. WIDTH	Sec. 86-68 (a)(6)	105' (55% of 192')	4'
MAX. SIGN AREA	Sec. 86-68 (a)(4)	300 SF	20 SF
MAX. DEPTH	Sec. 86-68 (a)(3)	1'	1.5'

GROUND SIGN REQUIREMENTS - TRU HOTEL GROUND SIGN 7			
ITEM	REFERENCE	REQUIRED	SHOWN ON PLANS
MAX. HEIGHT	Sec. 86-67 (1)	10'	8'
MAX. WIDTH	Sec. 86-67 (2)	10'	5'
MAX. SIGN AREA	Sec. 86-67 (3)	60 SF (PER SIDE)	40 SF
MIN. SETBACK FROM ROW	Sec. 86-67 (6)	15'	15'+
MIN. SETBACK FROM ADJACENT LOTS	Sec. 86-67 (8)	60'	60'+
MIN. SETBACK FROM OTHER GROUND SIGNS	Sec. 86-67 (8)	120'	120'+
MASONRY BORDER	Sec. 86-67 (7)	YES	NO
DOUBLE-FACED SIGN FACES ARE PARALLEL	Sec. 86-2 & Sec. 86-4 (10)	YES	YES



THE CENTRAL GREEN

THE POINT FLOWER MOUND, TEXAS ▪ CONCEPTUAL RENDERINGS

PN 8517023 | 11.06.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

ILLUSTRATIONS ARE CONCEPTUAL IN
NATURE AND SUBJECT TO CHANGE.



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CORNER MONUMENT

THE POINT FLOWER MOUND, TEXAS ▪ CONCEPTUAL RENDERINGS

PN 8517023 | 11.06.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

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TRAIL HEAD



TRAIL HEAD & MULTIFAMILY AMENITY

LEASING ENTRANCE & RETAIL READY / LIVE WORK



ILLUSTRATIONS ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

OFFICE PERSPECTIVE



OFFICE PLAZA



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THE POINT FLOWER MOUND, TEXAS • CONCEPTUAL RENDERINGS

PN 8517023 | 11.06.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

LandDesign®

HOTEL ENTRANCE



HOTEL AERIAL PERSPECTIVE



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ROUND-ABOUT



ROUND-ABOUT



LAKE FOREST ENTRANCE



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THE POINT FLOWER MOUND, TEXAS • CONCEPTUAL RENDERINGS

PN 8517023 | 11.06.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

LandDesign®

2499 SOUTHBOUND



2499 NORTHBOUND



PARKING LOT LANDSCAPE BERM



Ordinance No. __

Exhibit T Page

FM 2499 NORTHBOUND

THE POINT FLOWER MOUND, TEXAS ▪ CONCEPTUAL RENDERINGS

PN 8517023 | 11.06.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL

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LandDesign

CARRIAGE HOUSES



VIEW ACROSS 2499 (WITH TOPOGRAPHY)



FM 2499 NORTHBOUND

THE POINT FLOWER MOUND, TEXAS ▪ CONCEPTUAL RENDERINGS

PN 8517023 | 11.06.2017 | DIRECT DEVELOPMENT - TRAMMELL CROW RESIDENTIAL



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DEVELOPMENT AGREEMENT FOR The Point

THIS DEVELOPMENT AGREEMENT FOR The Point ("Agreement") is made and entered into this ____ day of December 2017, by and between the Town of Flower Mound, Texas (the "Town"), and Direct Holdings, LLC as Agent, a Texas limited liability corporation ("Developer").

WITNESSETH:

WHEREAS, The Point Project ("Project") is a unique development encompassing approximately 35 acres in Flower Mound and described by metes and bounds on Exhibit "1" ("TP"); and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the payment of certain fees and construction of certain infrastructure, among other matters; and

WHEREAS, the Town's SMARTGrowth Program requires that certain levels of key public services and infrastructure necessary to serve a new development project be in place before amendments to the Town's zoning ordinances, and approval of any development plan, record plat or site plan may be granted; and

WHEREAS, the Project is zoned "PD 156"; and

WHEREAS, the Town and Developer desire to address (1) infrastructure and related concerns associated with the Project due to its location, (2) project phasing, (3) the anticipated roadway and related improvements to be constructed at and near the Project necessitated by the development of the Project, and (4) the concern for the public health, safety and welfare due to the foregoing; and

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

1. **Project Subject to Town Ordinances**. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town. The PD 156 Concept Plan is attached as Exhibit 2.
2. **Aerial Crossing – Sanitary Sewer Infrastructure Improvement (21-Inch Aerial Crossing)**. The wastewater study performed for The Point development indicated that an existing aerial waste water crossing will require upgrading prior to the completion of the proposed residential units (Phase I or Build Out) by the Developer. The Town acknowledges that the improvement of the aerial crossing benefits the development of additional properties in the Lakeside Business District beyond that owned by the Developer and therefore the Town agrees to enter into the pro-rata agreement attached hereto as "Exhibit 3".

3. **Silveron Boulevard Reconstruction** – The Town Council desires to consider an amendment to the Town’s Thoroughfare Plan in order to create a pedestrian friendly street. The Developer supports such an amendment and agrees to work with the Town to design the required facilities. The Town agrees to prepare the required Thoroughfare Plan amendment(s) and present the same to the appropriate boards, commissions and Town Council for consideration. Developer further agrees to complete the subsequent design of Silveron Boulevard at its sole cost, subject to the following conditions:
 - a. The Town agrees to present the required amendments to the Thoroughfare Plan to the Town’s Transportation Commission no later than March of 2018.
 - b. If the throughfare plan amendment is approved by Town Council, the amended and Town approved design for Silveron Boulevard shall contain the number of on-street parking spaces shown on The Point’s concept plan, or contain the number of parking spaces determined to be sufficient based on mutual agreement between the Developer and the Town.
 - c. **Silveron Boulevard Reconstruction Reimbursement**. If the conditions of Section 3 above are met, the Developer has the option to reconfigure, or reconstruct Silveron Boulevard to conform with the Town’s approved design. A separate cost reimbursement agreement shall be entered into between the Town and the Developer.
4. **Construction Phasing** – The development consists of residential and commercial components consistent with the approved Conceptual Site Plan, attached hereto as “Exhibit 2”. These components will be constructed in two phases.
 - a) Phase 1 shall begin upon approval of a record plat by the Town and shall include the Primary Open Space and Trail Requirements as defined and outlined within PD 156, and;
 - i. Commence construction on a minimum of 57,500 square feet of commercial space. “Commence construction” means that: (i) the construction plans for the commercial space have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits permitting construction of the commercial space have been issued by all applicable governmental authorities; and (iii) mobilization and grading or excavation of the property identified for commercial construction has begun.
 - ii. If there is a cessation in construction for the uses described in Section 5(a)(i), the Town shall not issue any permits for residential uses in Phase 1. “Cessation in Construction” means at least 180 days has elapsed between two Town-required inspections that have resulted in approval by the Town.
 - iii. No more than 360 residential units are permitted.
 - iv. Commercial ready units will be listed on Costar or other recognized listing sites for commercial real estate as commercial space for lease

in an effort to encourage the acquisition of commercial tenants. This does not prohibit the commercial ready space being leased for residential or live/work uses.

b) Phase 2 may include the construction of additional residential units, which when combined with the residential units constructed in Phase 1, shall not exceed the total number permitted by PD 156. Phase 2 may begin when the following conditions are met:

- i. Completion of a minimum of 57,500 square feet of commercial space referenced in Section 5(a)(i). For the purposes of this section, "completion" shall mean a certificate of occupancy has been issued by the Town. Any commercial space constructed in excess of 57,500 square feet shall count toward the commercial space requirements in b(iii).
- ii. Tracts that are designated for office on the PD 156 conceptual site plan have been marketed using agreed to methods outlined below by the Developer for uses in accordance within PD 156 for a period of 18 months from the date of zoning approval. Agreed to marketing methods include, but are not limited to: Hiring of a professional listing agent, personal solicitation, direct and/or electronic mail, brochure and advertisements. Documentation of these methods shall be provided to the Town's Economic Development Director upon request.
- iii. Commence construction of a minimum 47,500 square feet of commercial space within 18 months after the date of zoning approval. "Commence construction" means that: (i) the construction plans for the commercial space has been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits permitting construction of the commercial space have been issued by all applicable governmental authorities; and (iii) mobilization and grading or excavation of the property identified for has begun. It is anticipated that the office component of the commercial space construction will necessitate approval of an economic incentive agreement by the Town Council. The formula for an economic incentive agreement is attached as Exhibit 4. Developer agrees to use best efforts to attract quality office tenants to the development which will be acceptable to the Town. If the Town does not approve a mutually acceptable economic incentive agreement and/or construction of an office building has not commenced within 18 months after zoning approval, then this paragraph 5(b)(iii) will be deemed automatically null and void without further action by either party except for the requirement to build commercial ready space, should the developer choose to construct the buildings with commercial ready spaces identified in PD-156.

5. **Upland Habitat Mitigation** – Developer agrees to pay upland habitat mitigation in accordance with ordinance 94-39(b). The current estimate of those fees net of habitat preservation credits is \$19,500. These fees will be due at the time of the first preconstruction meeting.

6. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.
7. **Covenant Running with the Land.** This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future, and it is the intent of this Agreement, and the parties so acknowledge, that all phases of the Project shall be subject to this Section of this Agreement.
8. **Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.
9. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

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

If to Developer: Direct Holdings, LLC
5310 Harvest Hill Road #250
Dallas, TX 75230
Attention: David Watson

10. **Attorneys' Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney' s fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the Parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.
11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.
12. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

13. **Filing in Denton County Deed Records; Covenant Running with the Land.** This Agreement or a memorandum thereof shall be filed in the deed records of Denton, Texas. Upon any sale or other transfer of any ownership rights in The Point, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed (a "Fully Improved Lot").
14. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in The Point now or in the future with the exception of the purchaser of a Fully Improved Lot.
15. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
16. **Default.** No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given).
17. **Roughly Proportionate Determination under Texas Law.** Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the specific exactions required by the Town and agreed to by Developer in this Agreement are roughly proportionate to the anticipated impact of the development of The Point in accordance with applicable Town ordinances. Developer hereby waives and releases the Town from any and all liability under §212.904 of the Texas Local Government Code, as amended, with respect to Developer's construction and payment obligations under this Agreement.
18. **Rough Proportionality Determination under Federal Law.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and chapter 395 of the Texas Local Government Code in regard to its construction and payment obligations under this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements, if

any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of such agreements. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.

19. **Release; Estoppel Certificates.** From time to time upon written request of Developer to the Town Manager, the Town Manager may execute, in recordable form, a release of any provision of this Agreement if the Town Manager and Town Attorney determine Developer has fully satisfied the provision to be released. From time to time upon written request of Developer to the Town Manager, the Town Manager may execute a written estoppel certificate identifying any obligations of Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Developer is in compliance with its duties and obligations under such agreements.
20. **Exhibits.** The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit 1	Metes and Bounds Description of The Point Property in the Town of Flower Mound
Exhibit 2	PD 156 Concept Plan
Exhibit 3	Pro-rata Agreement

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: _____
 Name: Thomas E. Hayden
 Mayor, Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

 Notary Public, State of Texas

DEVELOPER:

DIRECT HOLDINGS, LLC

a Texas limited partnership

By: _____

Name: _____
Authorized Signatory

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, Authorized Signatory of Direct Holdings, LLC, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: December 18, 2017

FROM: Andrea Roy, Economic Development Director

ITEM: Consider approval of the 650 Parker Square Lease Termination Agreement.

BACKGROUND INFORMATION:

The Town of Flower Mound entered into a three-year lease agreement with Parker Assets I, LLC on October 5, 2015, to accommodate the establishment of a new entrepreneur center at 650 Parker Square Road. The Town desired to participate in the creation of an environment which fosters small business growth in the community, providing a support center through the presence of the physical space, mentoring opportunities, and various programs and events. Since that time, Innovate Flower Mound has operated in this space. Due to differing goals regarding the Center's operations, the Town wishes to discontinue its support of, and involvement in, the Center.

Upon final execution of the lease termination, the Town will notify DayOne Consulting (Per Section 8 of the Professional Services & Management Agreement entered into by the Town on October 5, 2015) of such termination, causing the dissolution of the Professional Services & Management Agreement between DayOne Consulting and the Town, and releasing each party of any future responsibilities outlined in the agreement.

The attached agreement terminates the lease effective immediately, and in consideration for the execution of the agreement, the Town will pay the landlord the current year's lease payment of \$103,400 (operating expenses and annual payment equal to the ad valorem taxes), as well as the pre-payment of next year's lease payment of \$82,500.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: One-time payment of \$185,900

Proposed Expenditure:	Account Number(s):
\$132,000	100-600-57000-5320
\$53,900	100-680-81000-5320

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

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

ATTACHMENTS:

1. 650 Parker Square Lease Termination Agreement

DRAFT MOTION: Move to approve to the 650 Parker Square Lease Termination Agreement, and authorize the Mayor to execute same on behalf of the Town.

**LEASE TERMINATION AGREEMENT
BETWEEN
THE TOWN OF FLOWER MOUND
AND
PARKER ASSETS I, LLC**

This Lease Termination Agreement (**Agreement**) is entered into as of December 18, 2017 (**Effective Date**) by and between PARKER ASSETS I, LLC, a Texas limited liability company (**Landlord**) and the TOWN OF FLOWER MOUND, TEXAS, a Texas home-rule municipal government organized under its charter and Chapter 9 of the Texas Local Government Code (**Tenant**).

AGREEMENT

In consideration of the conditions and the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Definitions. In this Agreement:

“Building” means the building commonly known as 600 Parker Square, Flower Mound, Texas 75028.

“Lease” means the 650 Parker Square Lease Agreement between Landlord and Tenant, dated October 5, 2015.

“Premises” means 4,600 square feet of retail space located at 650 Parker Square, Flower Mound, Texas 75028.

2. Termination of the Lease. Landlord and Tenant hereby agree that the Lease shall terminate and be of no further force or effect after December 22, 2017 (**Termination Date**). After the Termination Date, Tenant shall have no active lease concerning the Premises or any part of the Premises.

3. Consideration to Landlord. In consideration for Landlord’s execution of this Agreement, Tenant will, within 30 days of the Effective Date of this Agreement, pay to Landlord one lump sum in the amount of \$185,900.00. Any wire transfer shall be made to the account provided by Landlord to Tenant upon execution of this Agreement. If Landlord does not provide an account for a wire transfer, payment shall be made to Landlord at its address set forth in Section 1.F. of the Lease unless Landlord notifies Tenant in writing of another place of payment.

4. Condition of Premises on and after Surrender. Notwithstanding any provisions in the Lease to the contrary:

(a) Tenant, on or before the Termination Date, shall vacate the Premises, return all keys in its possession to Landlord, remove all of its furniture, fixtures, equipment, and

other personal property (collectively, the **Personal Property**) from the Premises and deliver the Premises to Landlord in an AS IS condition WITH ALL FAULTS;

(b) Any Personal Property of Tenant remaining in the Premises after the Termination Date may be removed by Landlord at Landlord's expense and shall be considered abandoned in favor of Landlord. Tenant shall not be liable for any costs of removal of any Personal Property after the Termination Date.

(c) Within 30 days of the Effective Date of this Agreement, Landlord will remove all existing signage located on the Building or within the Premises which advertises "Innovate at Parker Square," "Innovate Flower Mound," "Flower Mound Entrepreneur Center," or any variation thereof; and

(d) After the Termination Date and continuing through October 4, 2018 (the "Post Termination Period"), Landlord will not, without the prior written approval of Tenant, lease or otherwise permit any person or entity to occupy or use the Premises for any of the uses described in the agreement attached hereto as Exhibit "A," or any other use that promotes or represents an affiliation, direct or implied, with Tenant. Additionally, during the Post Termination Period the Premises shall not be leased to DayOne Consulting, LLC, or any of its principals, for any purpose, without the prior written consent of the Town.

5. Release of Liability. Except as to the obligations provided in Sections 2 and 4 of this Agreement, and conditioned on the performance by the parties of the provisions of this Agreement:

(a) Landlord, and Tenant to the extent permitted by law, do hereby release and discharge each other, including their respective officers, board members, agents, successors, assigns, servants, and employees, in both their official and individual capacities, from any and all claims or causes of action of any kind whatsoever, whether currently known or unknown relating in any way to the Premises or the Lease.

(b) This Agreement shall fully and finally settle all demands, charges, claims, accounts or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that may arise out of or in connection with the obligations of the parties under the Lease before or after the Termination Date.

6. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Texas, without regard to choice of law rules. This Agreement is to be performed entirely in Denton County, Texas, and in the event of any dispute, exclusive venue shall be in the states courts located in Denton County, Texas.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

8. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

9. Time of the Essence. Time is of the essence of this Agreement and the provisions contained herein.

10. Voluntary Agreement. The parties have read this Agreement and mutual release as contained herein, and on the advice of counsel they have freely and voluntarily entered into this Agreement.

11. Attorneys Fees. In the event either party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

12. Default. A party will be in default of this Agreement in the event it breaches any of the terms or conditions of this Agreement and such breach is not cured within 30 days after written notice thereof. If a party is in default, the non-defaulting party is entitled to any remedy available at law or in equity, including specific performance.

Landlord and Tenant have executed this Agreement as of the day and year first above written.

LANDLORD:

Parker Assets I, LLC

By: _____
Name: Curtis Shore
Its: Manager

TENANT:

The Town of Flower Mound, Texas

By: _____
Name: Thomas E. Hayden
Its: Mayor

EXHIBIT A

PROFESSIONAL SERVICES AND MANAGEMENT AGREEMENT

This Professional Services and Management Agreement ("Agreement") is made and entered into as of October 5, 2015 ("Effective Date"), by and between the TOWN OF FLOWER MOUND, a Texas municipal corporation ("Town"), and DAYONE CONSULTING, LLC, a Texas limited liability company ("DayOne"). The Town and DayOne may sometimes hereafter be referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, the Town desires to have a non-profit entrepreneur center ("Center") located and operating in the Town of Flower Mound for the benefit of its residents and the local economy; and

WHEREAS, the Town desires to create a partnership through a consulting, professional, and management services agreement with DayOne, which has previously implemented, established, and managed a successful local entrepreneur center in partnership with a municipality; and

WHEREAS, the Town shall be the lessee of the space where the Center will be located, as set forth in the attached Exhibit A ("Lease Space"); and

WHEREAS, the Town desires to engage DayOne to manage the Lease Space in conjunction with the operations and purposes of the Center; and

WHEREAS, the Town desires to engage DayOne to provide professional services that causes the formation and establishment of the Center; and

WHEREAS, the Town desires to engage DayOne to provide consulting services to the Town for the purposes related to the Town's role in implementing, establishing and supporting the Center; and

WHEREAS, the Town and DayOne mutually desire to work together to establish and operate the Center which will provide benefits to residents, stimulate the local economy, and add to the quality of life of the Town.

NOW THEREFORE, the parties mutually agree as follows:

AGREEMENT

1. **Scope of Services.** Throughout the Term of this Agreement, DayOne will perform the following services:

(a) **Consulting Services.** DayOne agrees to provide: (i) consulting services to the Town for the purposes related to the Town's role in implementing, establishing, and supporting the Center; (ii) consulting services to the Town for

the purposes related to supporting operations of the Center; and (iii) consultation and direction to the Town's Economic Development Director ("Town Representative") in creating the Town directives DayOne will execute.

(b) Professional Services. DayOne agrees to: (i) form the Center with the purpose and mission to provide entrepreneurial resources; (ii) establish the Center's 501(c)(3) federal tax exempt status; (iii) establish all operations and implement all activities that are required for the Center to become fully operational; and (iv) provide professional services to the Town for the purposes related to supporting operations of the Center.

(c) Management Services. DayOne agrees to: (i) manage the Lease Space in conjunction with the operations and purposes of the Center; (ii) provide management services to the Town for the purposes related to supporting operations of the Center; and (iii) manage and execute on all funding provided by the Town in accordance to the funding purpose and requirements set forth in this Agreement.

(d) Management of Lease Space. DayOne will work in accordance with the Town Representative's directives to ensure that the Lease Space and Center are utilized for the purpose of an entrepreneur center and to manage and execute any activities necessary for the Center to be in compliance with: (i) the Town's lease agreement for the Lease Space; and (ii) all state, federal, and local laws.

(e) Limitations. DayOne will not exceed 40 hours per week in performing its services under this Agreement. The scope of DayOne's services can only change by the written directives issued by the Town Representative.

2. Term of Agreement. The term of this Agreement ("Term") shall be for a period commencing on the Effective Date and continuing thereafter for three (3) years ("Initial Term"), unless sooner terminated as provided herein. After the expiration of the Initial Term, the term of this Agreement may be extended for additional one (1) year renewal terms upon the mutual consent of both parties.

3. Center Improvements Funding. The Town will provide limited and defined funding to DayOne for expenditures related to establishing the Center and its operations, in accordance with the following:

(a) Lease Space Improvements. The Town will provide funding to DayOne in an amount not to exceed \$96,600 for the purpose of making Lease Space Improvements. "Lease Space Improvements" are defined as services and improvements which alter the Lease Space for the purpose of operating the Center. Examples of Lease Space Improvements include portable walls for separation and electrical engineering services for planning electric requirements.

(b) Initial FF&E. The Town will provide funding to DayOne in an amount not to exceed \$15,000 for the purpose of purchasing Initial FF&E. “Initial FF&E” is defined as movable furniture, fixtures, or other equipment that will be in the Lease Space that are necessary for the operations of the Center. Examples of Initial FF&E include computers, desks, and monitors.

(c) Initial Web Development. The Town will provide funding to DayOne in an amount not to exceed \$5,000 for the purpose of the Initial Web Development. “Initial Web Development” is defined as the work required to establish a digital web presence and web based software necessary for the initial start-up operations of the Center.

(d) Budgetary Control. The Town will have sole budgetary control over the funding provided by the Town under this Agreement. DayOne will submit for approval a funding budget to the Town Representative prior to executing any purchases or services under this Agreement. DayOne may only make purchases that have been approved in writing in advance by the Town Representative.

(e) Competitive Bidding. The parties acknowledge that the Town is a political subdivision of the State of Texas and expenditures made by DayOne or the Town under this Agreement must be made in compliance with all state and local competitive bidding and procurement laws, including Chapter 252 of the Texas Local Government Code. Accordingly, the parties agree to work together to satisfy all bidding requirements in making expenditures under this Agreement.

4. DayOne Compensation. In consideration for DayOne’s services provided under this Agreement, the Town agrees to make payment to DayOne in accordance with the following provisions:

(a) Determination of Payments. The Town Representative and DayOne will review the Center’s operational costs, revenue, and forecasted budget prior to every calendar quarter to determine the funding to DayOne for that quarter. The Town Representative, with consideration of DayOne’s consultation, will determine the Town’s payment obligation to DayOne for each quarter. Each quarterly payment must not exceed \$33,000.

(b) Quarterly Payment. Upon prior review and approval of funding expenditures, Town will make payment to DayOne on a quarterly basis, with payment due the first business day of each calendar quarter.

(c) Cost Management. DayOne will be responsible for managing operation costs of the Center to ensure that Town’s maximum funding to DayOne does not exceed \$33,000 per calendar quarter. Additionally, DayOne will be responsible for managing revenue of the Center in efforts to reduce the Town’s quarterly \$33,000 funding.

(d) Out-of-Pocket Costs. DayOne will not be responsible for making out-of-pocket expenditures under this Agreement without prior Town funding.

(e) Initial funding payment. In addition to the quarterly payments described in this section, the Town will make an initial one-time payment of \$33,000 ("Initial Payment") to DayOne upon execution of this Agreement to assist in initial operational start-up costs of the Center. In the event DayOne is unable to achieve a 501(c)(3) status for the Center, DayOne will promptly return to Town any unused remaining amounts of the Initial Payment. Also, in the event any portion of the Initial Payment is unused by DayOne at the start of the first full calendar quarter funding period that begins on Jan. 1, 2016, such unused portion will be applied to such first quarter.

(f) Excess Funds. DayOne will hold any funds not spent during a quarter and said funds will be carried over and applied to the Town's funding for the next following quarter. In the event there are excess unused funds in the last quarter of the Term of this Agreement, DayOne will, within ten (10) business days of the expiration of this Agreement, repay to Town all unused funds.

5. Town Oversight.

(a) Board of Directors. DayOne will appoint the Town Representative to the Board of Directors of the Center.

(b) Town's Control. DayOne will work closely with the Town Representative in the execution and performance of all activities and responsibilities related to this Agreement. Further, the Town Representative will have oversight and control of all activities and responsibilities being executing by DayOne related to the performance of this Agreement.

(c) Access to Information. DayOne agrees to provide the Town Representative, upon reasonable notice, access to information related to the Center or DayOne necessary to confirm the DayOne's compliance with the terms of this Agreement.

6. Third Party Agreements. DayOne has the right to enter into third party agreements with the prior approval of the Town Representative. DayOne will be responsible for the engagement, agreements, and management of all third parties.

7. Solicitation of Private and Public Funding. DayOne shall use its best efforts to actively solicit private and public support for the Center and actively solicit federal, state, or local grants or other funds to support the operation and purposes of the Center and activities related to the Center. The Town hereby agrees to use its reasonable efforts to assist DayOne in the solicitation of federal, state, and county grants or other sources of public funding to support the operation of the Center.

8. Default; Termination of Agreement; Remedies.

(a) Termination by the Town. Town may terminate this Agreement upon failure of DayOne to perform or comply with any term or obligation of this Agreement, or failure of any representation or warranty made by DayOne in this Agreement to have been or to continue to be true and correct, provided DayOne shall have a period of sixty (60) days from the date of written notice from the Town within which to cure such default, or, if such default is not legally capable of cure within such 60-day period, DayOne shall have a reasonable period to complete such cure provided DayOne promptly undertakes action to cure such default within such 60-day period and thereafter diligently prosecutes the same to completion.

(b) Termination by DayOne. DayOne may terminate this Agreement upon failure of Town to perform or comply with any term or obligation under this Agreement, or failure of any representation or warranty made by Town in this Agreement to have been or to continue to be true and correct, provided Town shall have a period of sixty (60) days from the date of written notice from the DayOne within which to cure such default, or, if such default is not legally capable of cure within such 60-day period, Town shall have a reasonable period to complete such cure provided Town promptly undertakes action to cure such default within such 60-day period and thereafter diligently prosecutes the same to completion.

(c) Termination of Lease. If the Town's lease agreement for the Lease Space terminates for any reason, this Agreement will terminate effective upon DayOne's receipt of the Town's written notice.

(d) Reimbursement. In the event this Agreement is terminated for any reason, DayOne will not be entitled to any future payments from Town. Additionally, within ten (10) business days of termination, DayOne will reimburse Town for all unused funding previously paid by Town in accordance with Sections 4 and 5 of this Agreement.

9. Representations and Warranties. DayOne hereby represents and warrants to the Town and covenants as follows:

(a) Experience. DayOne is experienced in aspects related to the formation, implementation, management and operation of entrepreneur centers and hereby agrees to apply its best efforts in establishing, managing, and operating the Center.

(b) Formation. DayOne is a Texas limited liability corporation existing and in good standing under the laws of the State of Texas.

(c) **Authority.** DayOne has full power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of DayOne and no other action on the part of DayOne is necessary to authorize the execution and delivery of this Agreement. The individual executing this Agreement for DayOne has full authority to do so and thereby to bind DayOne to its terms.

10. **Indemnities.** DayOne hereby agrees to indemnify, save harmless and defend the Town and its agents, representatives, officials, volunteers, officers, and employees, in both their official and individual capacities, from any and all losses, claims, actions or damages suffered by any person or entity by reason of or resulting from any act or omission of DayOne or any of its officers, agents, employees, contractors, or sub-contractors in connection with its performance of this Agreement, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligence of DayOne, its authorized officers, agents, employees, contractors, or sub-contractors.

11. **Collaboration or Mutual Intent for Achievement.** Town and DayOne may from time to time reach decision points that have not been defined by this Agreement. Town and DayOne shall work together to arrive at a solution that is permitted under this Agreement and adheres to the spirit, intent, and goal of the Agreement.

12. **DayOne Not Agent.** Except as authorized under this Agreement, DayOne shall have no authority, expressed or implied to act on behalf of Town in any capacity whatsoever as an agent. DayOne shall have no authority, express or implied, under this Agreement, to bind Town to any obligation whatsoever.

13. **Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

14. **Notices.** All notices or communications required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail postage prepaid, addressed to:

If to Town:
Town of Flower Mound
Attn: Mark Wood
2121 Cross Timbers Rd.
Flower Mound, TX 75028

If to DayOne:
Jason Adams
P.O. Box 70427
Flower Mound, TX 75027

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

15. Integration Clause. This Agreement, including all exhibits, contains the entire agreement between the parties and supersedes any oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

16. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

17. Governing Law; Venue. This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Texas. This Agreement is fully performable in Denton County, Texas and if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

18. Waiver. Waiver or forbearance by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

19. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

20. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

21. Non-appropriation. Notwithstanding anything in this Agreement to the contrary, the obligations of Town to make payments to DayOne pursuant to this Agreement are subject to appropriation by Town of funds that are lawfully available to be applied for such purpose. If Town fails to make an appropriation for payments prior to the beginning of a fiscal period of Town, Town may terminate this Agreement.

TOWN OF FLOWER MOUND, TEXAS

By: Thomas E Hayden

Name: Thomas E Hayden

Title: MAYOR

Date: 10-5-15

**DAYONE CONSULTING, LLC,
a Texas limited liability corporation**

By: [Signature]

Name: Jason Adams

Title: MANAGING PARTNER

Date: 10.5.15

EXHIBIT A

Lease Space

The location of the Leased Space is:

650 Parker Square
Flower Mound, TX 75028



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: December 18, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider establishing rules for electioneering at polling locations.

BACKGROUND INFORMATION:

At the September 18, 2017, Town Council meeting staff was given direction to bring forward an agenda item to discuss the following two items as it relates to local elections:

1. Whether or not the Town should create rules as it relates to electioneering at polling places.
2. If the Town would be able to set times as to when signs can be put out (community wide), such as later than the first day of the candidate filing period.

At the November 6, 2017, Council meeting staff was asked to focus on the electioneering aspect and to provide examples as to what other cities have done in this area. Out of the Town's 14 benchmark cities surveyed six have designated electioneering locations in place, six do not and two did not respond. In addition, a survey was conducted via the Texas Municipal Clerk's Association, where a few additional cities were identified as having established rules as it relates to electioneering.

The following attachments include examples from cities that have established regulations concerning the time, place, and manner of electioneering conducted outside of the 100-foot marker. In addition, in most cases a map that defines the designated electioneering location is typically included in the candidate election packet.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Finance Review by: N/A

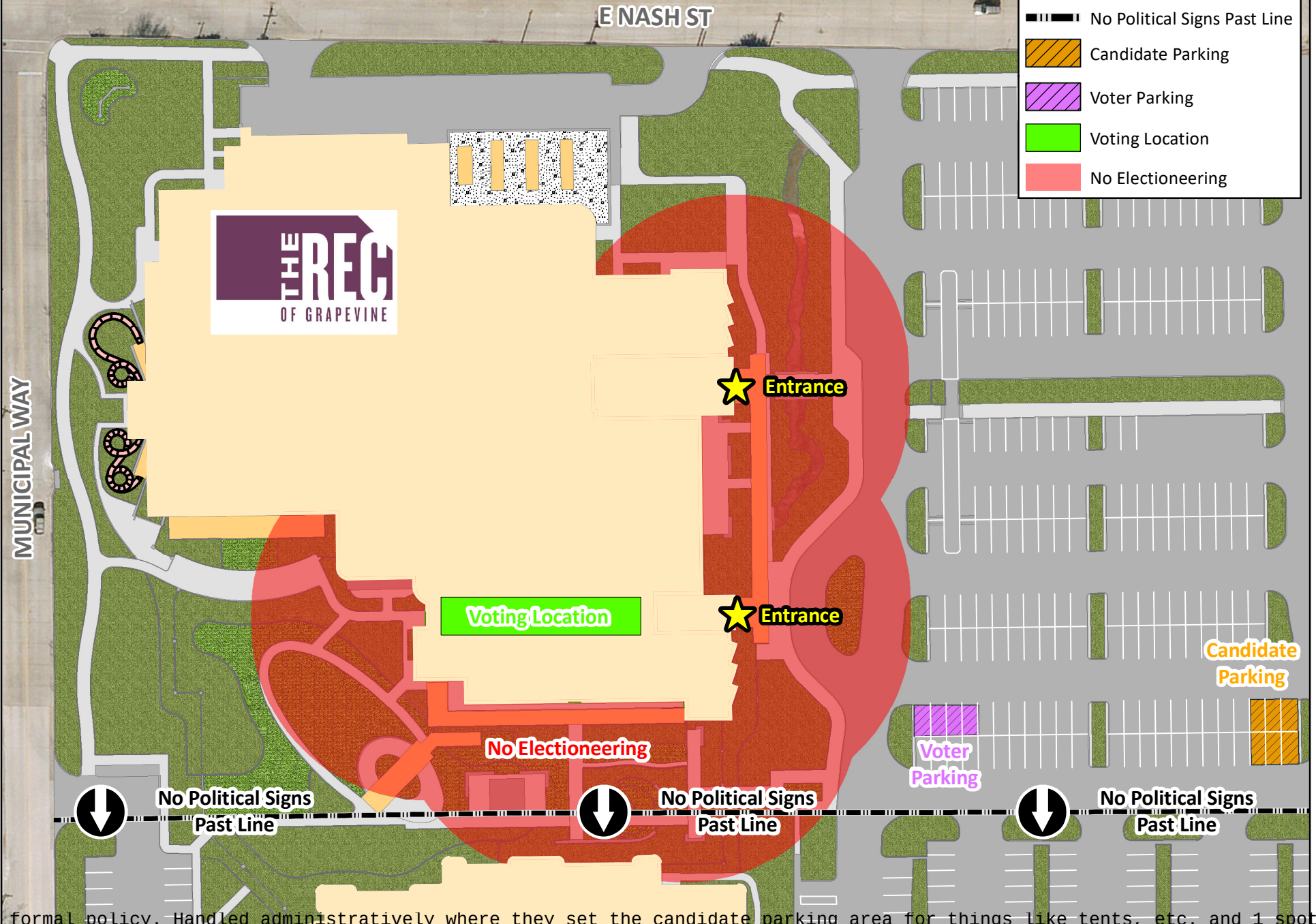
LEGAL REVIEW: Fritz Quast of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed has provided legal advice on this topic.

ATTACHMENTS:

1. Examples from the Texas cities of:
 - a. Grapevine
 - b. Highland Village
 - c. McKinney
 - d. Nacogdoches
 - e. Richardson
 - f. Allen
 - g. Frisco
2. Electioneering Free Zone Options (Courts/Library)

DRAFT MOTION: Provide staff direction regarding interest in establishing specific rules as it relates to electioneering at polling places.

ELECTION LOCATION INFORMATION



No formal policy. Handled administratively where they set the candidate parking area for things like tents, etc. and 1 spot per candidate & include the map with the candidate packet. Voter parking signs are put put by the public works dept. candidate.

ORDINANCE NO. 2014-1157

AN ORDINANCE OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 14 "PUBLIC WAYS AND PUBLIC PLACES" BY ADDING ARTICLE 14.06 "REGULATING ELECTIONEERING AT POLLING LOCATIONS ON CITY PROPERTY"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 14, 2013, Texas Election Code §61.003 and §85.036 were amended to require a public entity that controls or owns a building used as a polling place, to allow electioneering on the premises subject to reasonable regulations while polls are open; and

WHEREAS, according to this new law, "electioneering" includes the posting, use, or distribution of political signs or literature; and

WHEREAS, City owned or controlled buildings used as election polling places are simultaneously used for various other purposes for which adequate and safe parking and access thereto must be maintained in order for those facilities to operate in a safe and effective manner; and

WHEREAS, in order to further the general health, safety and welfare of the community, electioneering signs and literature should not be present outside of the time for voting except for a limited period to erect and remove the signs, and not be attached to City improvements and landscaping; and

WHEREAS, the City Council further finds that the size of electioneering signs shall be limited and they should be set back from the public roadway in order to further traffic safety and remove visual clutter; and

WHEREAS, current City of Highland Village regulations prohibit signs, including political signs, on public property, therefore, those regulations must be amended to comply with the new law; and

WHEREAS, the City Council deems it is in the best interest of the citizens of the City of Highland Village that the current sign regulations be amended and additional regulations be adopted to address concerns that may result from electioneering on public property used for election polling places, including damage to property, traffic safety concerns, and blight; and

WHEREAS, the City Council finds that the adoption of regulations is needed and that they further the public health, safety and welfare of the community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The Code of Ordinances of the City of Highland Village, Texas, be, and the same is hereby amended by adding new Article 14.06 "Electioneering at Polling Locations on City Property" to Chapter 14 "Public Places and Public Ways", to read as follows:

"ARTICLE 14.06. ELECTIONEERING AT POLLING LOCATIONS ON CITY PROPERTY

Sec. 14.06.001. Purpose.

The purpose of this Article is to provide reasonable time, place, and manner regulations for electioneering on City owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

Sec. 14.06.002. Definitions.

The following words and phrases as used in this article shall have the meanings as set forth in this section:

City-owned polling place means a building owned or controlled by the City, inclusive of the tract of land on which said building is located, in which as polling place designated pursuant to Chapter 43 of the Texas Election Code is located.

Electioneering shall mean the posting, use, or distribution of political signs or literature.

Electioneering locations(s) means one or more locations on the premises of a City-owned polling place designated by resolution of the City Council as authorized locations where electioneering, other than the placement of electioneering signs may occur, a copy of which resolution shall be available in the office of the City Secretary and incorporated herein by reference.

Political sign means a sign promoting the election of a candidate or political party, or approval or rejection of a measure.

Electioneering sign location(s) means one or more locations on the premises of a City-owned polling place designated by resolution of the City Council as authorized locations for the placement of political signs, a copy of which resolution shall be available in the office of the City Secretary and incorporated herein by reference.

Voting period shall mean:

(a) with respect to early voting by personal appearance, the hour the polls are open for voting on the first day of the early voting period and ending when the polls close or the last voter has voted, whichever is later, on the last day of the early voting period; and

(b) with respect to election day, the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later .

Sec. 14.06.003. Regulations and exceptions.

(a) It is an offense for any person to engage in electioneering on the premises of a City-owned polling place. It is defense to an offense described in this subsection (a) that:

(1) during the early voting period, the electioneering occurred within an electioneering location during a period not earlier than one hour prior to the commencement of the voting period and not later than one hour after the end of the

voting period; or

(2) on election day, the electioneering occurred within an electioneering location during a period beginning at 12:01 a.m. prior to the commencement of the voting period and not later than Noon on the day after the end of the voting period; and

(3) the act constituting electioneering was the attachment of a political sign to a vehicle that was lawfully parked on the premises of the City-owned polling place or (ii) placed in an electioneering sign location during the voting period.

(b) It is an offense for any person to attach, place or otherwise affix or erect any political sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement of a City-owned polling place.

(c) It is an offense for any person to place any political sign or literature within ten (10) feet of the public road way adjacent to a City-owned polling place.

(d) It is an offense for any person to place or affix a political sign on the premises of a City-owned polling place except as follows:

(1) Political signs may be placed or affixed only in an electioneering sign location:

(i) during the early voting period, the political sign was placed within an electioneering sign location during a period not earlier than one hour prior to the commencement of the voting period and not later than one hour after the end of the voting period; or

(ii) on election day, the political sign was placed within an electioneering sign location during a period beginning at 12:01 a.m. prior to the commencement of the voting period and not later than Noon on the day after the end of the voting period.

(2) Political signs for each candidate, political party, or measure shall have a sign face no larger than thirty-six square feet on each side of the sign and be no taller than eight feet in height from ground level.

(3) Political signs placed in an electioneering sign location shall have no more than two (2) sign faces per sign.

(4) The political sign must be placed or affixed in a manner that does not violate subsection (b) of this section.

It is defense to an offense described in this subsection (d) that the person was holding the political sign in an electioneering location that is not an electioneering sign location in such a manner that the sign does not physically touch any part of the premises.

(e) In addition to imposing any criminal penalty, political sign(s) located in violation of this article may be removed and disposed of by the City.

Sec. 14.06.004. Compliance with Election Code.

Nothing in this article shall be construed as authorizing electioneering within any area of the premises of a City-owned polling place in violation of any provision of the Texas Election Code.”

SECTION 2. All provisions of the ordinances of the City of Highland Village in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Highland Village not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Highland Village as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON FIRST READING ON THIS THE 28th DAY OF JANUARY, 2014.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON SECOND READING ON THIS THE 11th DAY OF FEBRUARY, 2014.

APPROVED:

Patrick L. Davis, Mayor

ATTEST:

Diane A. Callahan, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:1/29/14:64365)

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2014-2480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS DESIGNATING ELECTIONEERING LOCATIONS AND ELECTIONEERING SIGN LOCATIONS AT THE HIGHLAND VILLAGE MUNICIPAL COMPLEX; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article 14.06 of the Code of Ordinances authorizes the City Council to establish by resolution Electioneering Locations and Electioneering Sign Locations on City-owned or controlled property used for polling locations for national, state, and local elections; and

WHEREAS, the City of Highland Village Municipal Complex is regularly used as a polling location for a variety of elections; and

WHEREAS, the City Council of the City of Highland Village finds it to be in the public interest to establish Electioneering Locations and Electioneering Sign Locations for the City of Highland Village Municipal Complex;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. On those days of the voting period during which early voting by personal appearance is occurring, the Electioneering Locations and Electioneering Sign Locations, as defined in Article 14.06 of the Code of Ordinances, designated for the City of Highland Village Municipal Complex shall be as set forth in Exhibit "A", attached hereto and incorporated by reference.

SECTION 2. On Election Day, the Electioneering Locations and Electioneering Sign Locations, as defined in Article 14.06 of the Code of Ordinances, designated for the City of Highland Village Municipal Complex shall be as set forth in Exhibit "B", attached hereto and incorporated by reference.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 11th day of February, 2014.

APPROVED:



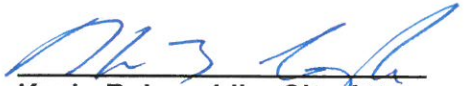
Patrick L. Davis, Mayor

ATTEST:


Diane A. Callahan, City Secretary

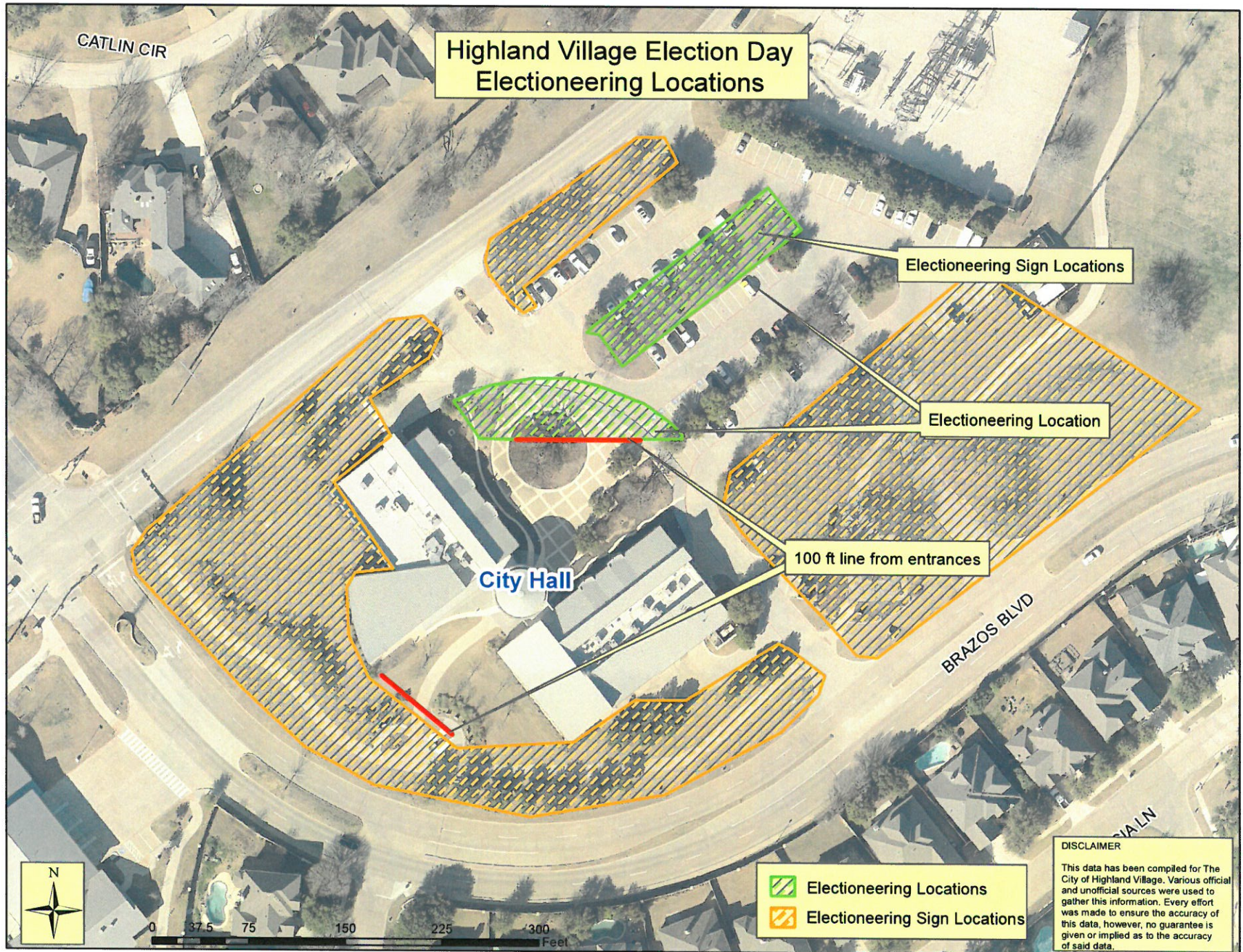


APPROVED AS TO FORM AND LEGALITY:



Kevin B. Laughlin, City Attorney
(kbl: 2/4/14:64633)





ORDINANCE NO. 2017-10-095

AN ORDINANCE AMENDING CHAPTER 38, "ELECTIONS," OF THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY, TEXAS, ARTICLE IV, "ELECTIONEERING," BY REPEALING IN ITS ENTIRETY SECTIONS 38-70 THROUGH 38-74, AND REPLACING THOSE SECTIONS WITH NEW SECTIONS 38-70 THROUGH 38-74; ESTABLISHING RULES AND REGULATIONS REGARDING ELECTIONEERING WITHIN THE CITY; PROVIDING DEFINITIONS; CREATING OFFENSES FOR INDIVIDUALS VIOLATING RULES AND REGULATIONS; PROVIDING ENFORCEMENT BY DESIGNATED OFFICIALS AND OFFICERS; PROVIDING A SAVINGS CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING PENALTIES FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of McKinney, Texas ("City") is a Home Rule City possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, and its Home Rule Charter; and

WHEREAS, the City Council of the City of McKinney, Texas ("City Council"), has authority, pursuant to Section 61.003 and Section 85.036 of the Texas Election Code, to enact reasonable regulations concerning the time, place, and manner of electioneering within the City limits; and

WHEREAS, the City Council now desires to amend the City's Code of Ordinances and establish certain rules and regulations that will govern the time, place, and manner of electioneering within the City; and

WHEREAS, the City Council finds that the adoption of this Ordinance is in the best interests of its citizens and serves a public purpose, and protects the health, safety, and welfare of the citizens of the City of McKinney.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. From and after the effective date of this Ordinance, Chapter 38 of the Code of Ordinances of the City of McKinney, Texas, entitled "Elections," Article IV, "Electioneering," is hereby amended by repealing Sections 38-70 through 38-74, and replacing those sections with new Sections 38-70 through 38-74, to read as follows:

"Sec. 38-70. Definitions.

- (a) *Designated Area for Electioneering* means those areas shown on Exhibit A and Identified as areas outside of the Prohibited Area where electioneering may occur.
- (b) *Early voting period* means:
 - (1) The period for early voting by personal appearance as prescribed by the Texas Election Code or by other applicable state law.
 - (2) If because of the date for which an election is ordered it is not possible to begin early voting by personal appearance on the

prescribed date, the early voting period shall begin on the earliest date practicable after the prescribed date as set by the authority ordering the election.

- (c) *Electioneering* means the posting, use, or distribution of political signs, literature, or material.
- (d) *Post* or *Posting* means to display a political sign, including attaching or affixing it to a surface, holding it by hand, or staking it into the ground. T-posts are not allowed on any City-owned or -controlled property.
- (e) *Posting period* means:
 - (1) The period during which political signs may be placed at any City-owned or -controlled polling location, i.e., placement beginning twenty-four (24) hours before an early voting period begins and removal no later than twenty-four (24) hours after an early voting period closes.
 - (2) The period during which political signs may be placed at any City-owned or -controlled polling location, i.e., placement beginning twenty-four (24) hours before election day voting begins and removal no later than twenty-four (24) hours after election day voting closes.
- (f) *Prohibited area* means the area within which Texas Election Code § 85.036(a), as amended, prohibits electioneering during the time an early voting place or election day voting place is open for the conduct of early voting or election day voting, respectively.
- (g) *Voting period* means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later, on election day and any day in an early voting period. The period for a run-off election shall be considered to be a separate voting period.

Sec. 38-71. Purpose and Scope.

- (a) It is the purpose of this article:
 - (1) To provide reasonable regulations for electioneering on City-owned or -controlled public property when such property is used as a polling place location during a voting period.
 - (2) To establish an electioneering-free zone, within one hundred feet (100') of any outside door through which a voter may enter a city building containing a polling place during any voting period, against persons electioneering for or against any candidate, measure, or political party.
 - (3) To prevent damage to public property and to ensure that a polling place location is sufficiently available during a voting period for those who use the facilities other than for election purposes.
 - (4) To protect the public health, safety, and welfare of the City.
 - (5) To protect the voter and the integrity of the election process.
- (b) The provisions of this article shall not be construed in violation of any city ordinance, state or federal statute, or other applicable law.

Sec. 38-72. Administration.

The provisions of this article shall be administered and enforced by the city secretary, a designated election officer, a code enforcement official, or any law enforcement official.

Sec. 38-73. Prohibited Area, Activities, and Conduct.

- (a) It shall be unlawful for any person to post, leave or place a political sign on City-owned or -controlled property, including within the Designated Area for Electioneering that is used as a polling place location other than during the period beginning twenty-four (24) hours before a voting period begins and ending twenty-four (24) hours after a voting period ends.
- (b) It shall be unlawful for any person to engage in electioneering, for or against any candidate, measure, or political party, during any voting period, within the Prohibited Area, i.e., within one hundred feet (100') of an outside door through which a voter may enter a City-owned or -controlled property in which a polling place is located, as more fully depicted in the attached Exhibit A.
- (c) It shall be unlawful for any person to park or leave a motor vehicle or other vehicle or device customarily used for transportation, with or without an occupant, which displays a political sign during any voting period,
 - (1) Within the Prohibited Area, i.e., within one hundred feet (100') of an outside door through which a voter may enter a City-owned or -controlled property in which a polling place is located, as more fully depicted in the attached Exhibit A; or
 - (2) Within, on or at a polling place location that is City-owned or -controlled.
- (d) Within the Designated Area for Electioneering only, political signs shall be limited to no more than four (4) two-foot by two-foot (2' x 2') signs per candidate or measure at each City-owned or -controlled polling place location during the posting period for any voting period. The limit on the number of political signs is applicable irrespective of whether the signs are from a candidate's campaign, a political action committee, or any other interest group.
- (e) Tents, awnings, shelters, booths, and tables are not permitted on any City-owned or -controlled property, including within the Designated Area for Electioneering, that is used as a polling place location during any voting period unless otherwise authorized by the City Manager.
- (f) Megaphones shall not be permitted within 1,000 feet of any City-owned or -controlled polling place location during any voting period.
- (g) All electioneering shall be limited to the Designated Areas for Electioneering and comply with applicable local, state, and federal election laws.
- (h) The following regulations, adopted for the health, safety, and welfare of the City's residents, shall apply to any person who engages in electioneering outside of the Prohibited Area during any voting period:
 - (1) It shall be unlawful to damage, cut, carve, mark, remove, transplant, break, pick, or in any way injure, damage, destroy,

or deface any real property improvements, personal property, equipment, irrigation systems, plants, planters, or turf within or upon any City property in which a polling place is located. For the purpose of this section, plants shall be defined to include any vegetation, shrubs, bushes, trees, vines, hedges, grasses, or flowers.

- (2) It shall be unlawful to post or place a political sign within 15 feet from the curb of any City fire station driveway so that it obstructs sight lines as trucks and other vehicles pull in and out of the station. The Fire Chief or his/her designee may require that a political sign be relocated if it is determined that such sign hinders normal Fire Department operations.
- (3) It shall be unlawful for any person to engage in electioneering on a voting day on any driveway of a City-owned or -controlled polling place location or in any area that the Fire Chief or his/her designee determines is unsafe for electioneering or interferes with patrons or City employees and staff who use the areas other than for election purposes.
- (4) It shall be unlawful for any person to post or place a political sign on or to any building, tree, shrub, pole, or other improvement on City-owned or -controlled property.
- (5) It shall be unlawful to obstruct firefighting or police activities on City-owned or -controlled property.
- (6) It shall be unlawful to overload the public's capacity to receive information or to increase the probability of traffic congestion and accidents by distracting attention or obstructing vision due to the posting of political signs.
- (7) It shall be unlawful to create a nuisance to persons on City-owned or -controlled property in which a polling place is located or to persons using adjacent public rights-of-way.
- (8) It shall be unlawful to place or post political signs in public easements or rights-of-way.
- (9) The regulations set forth in this section shall not apply to any City-authorized signs, literature, materials, or other messages on City-owned or -controlled property.

Sec. 38-74. Penalty.

- (a) Any person who violates any provision or term of this article shall be deemed guilty of a Class C misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of \$500.00 for each offense, and each and every day such violation occurs or continues shall be deemed to constitute a separate offense. Allegation and evidence of a culpable mental state is not required for proof of any offense defined by this article.
- (b) In addition to the imposition of any criminal penalty, the City, without prior notification, may remove or dispose of any political sign, in its entirety, which is located or placed in violation of this Ordinance."

Section 3. The Code of Ordinances of the City of McKinney, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

- Section 4. Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.
- Section 5. It is the intention of the City Council that each phrase, clause, sentence, paragraph and section of this Ordinance is severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or void by any court of competent jurisdiction, such determination shall not affect any remaining phrase, clause, sentence, paragraph or section, since the same would have been enacted by the City Council without incorporating into this Ordinance such unconstitutional or void phrase, clause, sentence, paragraph or section.
- Section 6. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of McKinney following the City Council's adoption hereof as provided by law.
- Section 7. This Ordinance shall become effective immediately from and after the date of its final passage and publication as provided by law, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
McKINNEY, TEXAS, ON THE 17th DAY OF OCTOBER, 2017.**

CITY OF McKINNEY, TEXAS



GEORGE C. FULLER
Mayor

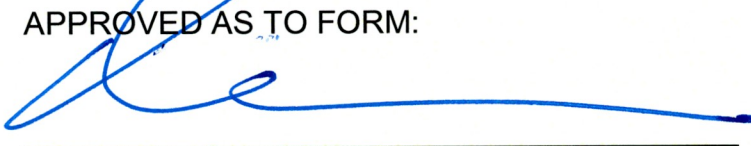
CORRECTLY ENROLLED:



SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

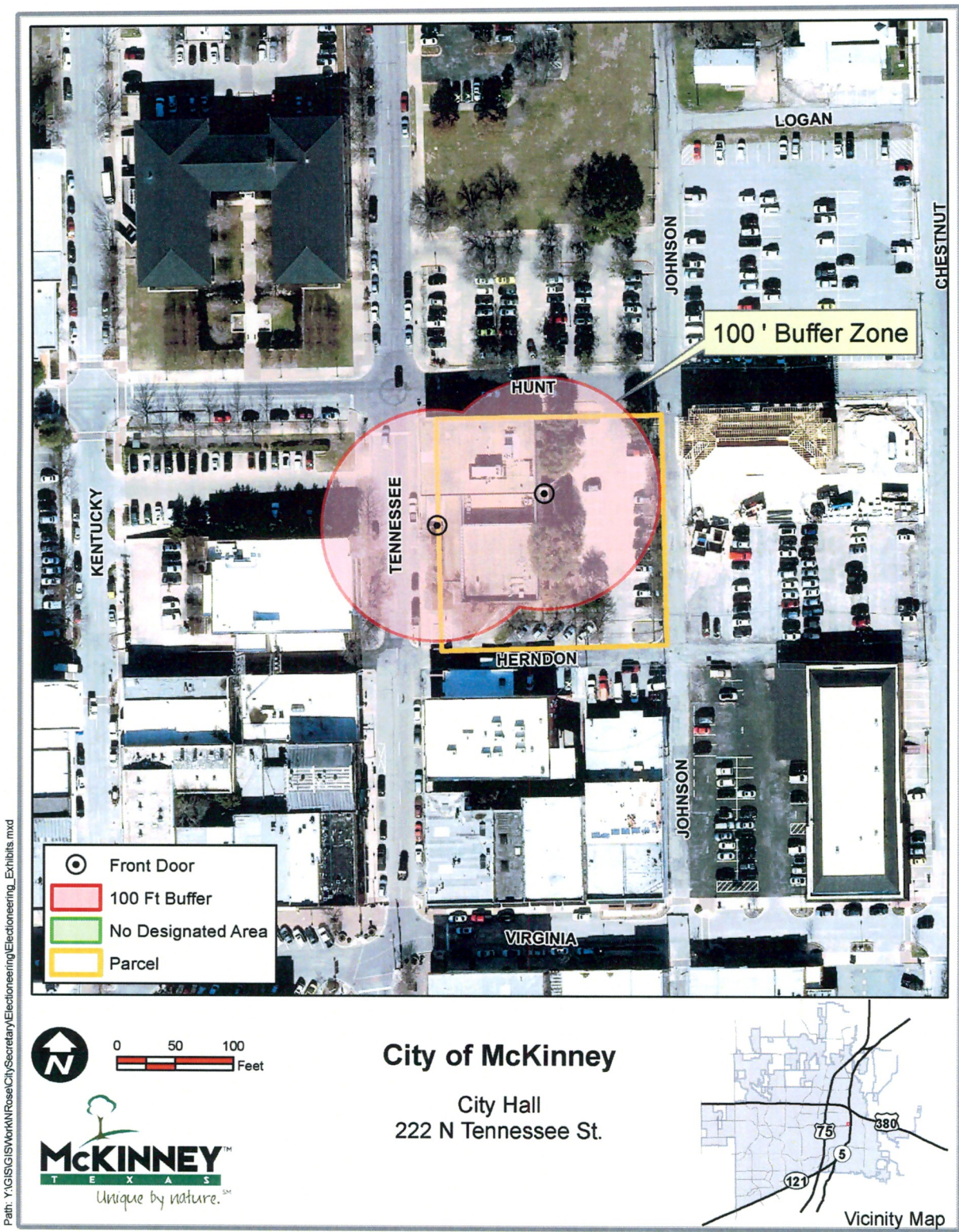
DATE: October 17, 2017

APPROVED AS TO FORM:

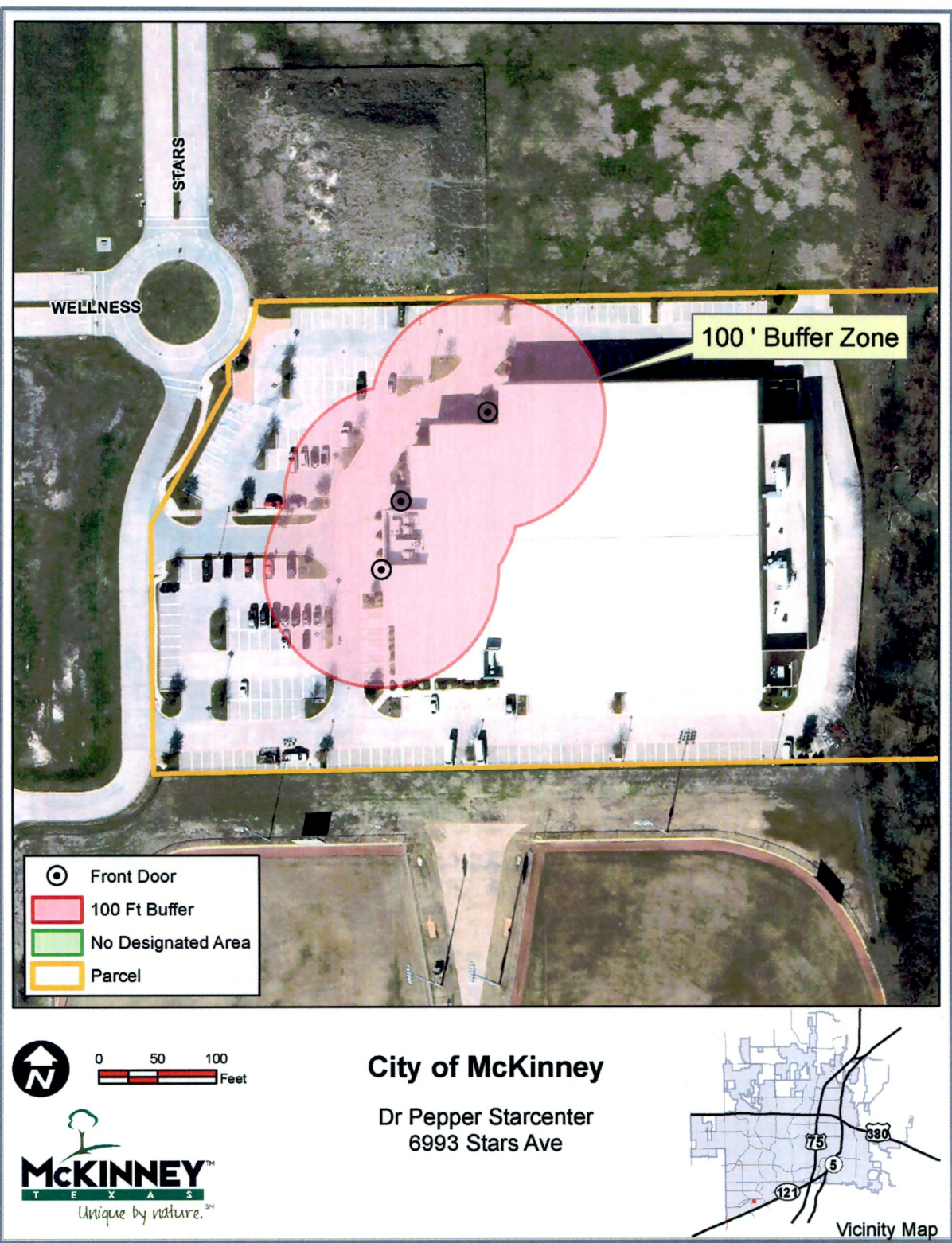


MARK S. HOUSER
City Attorney

EXHIBIT A

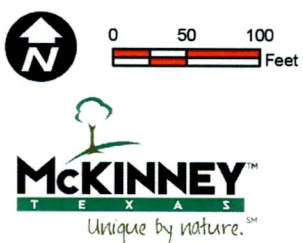
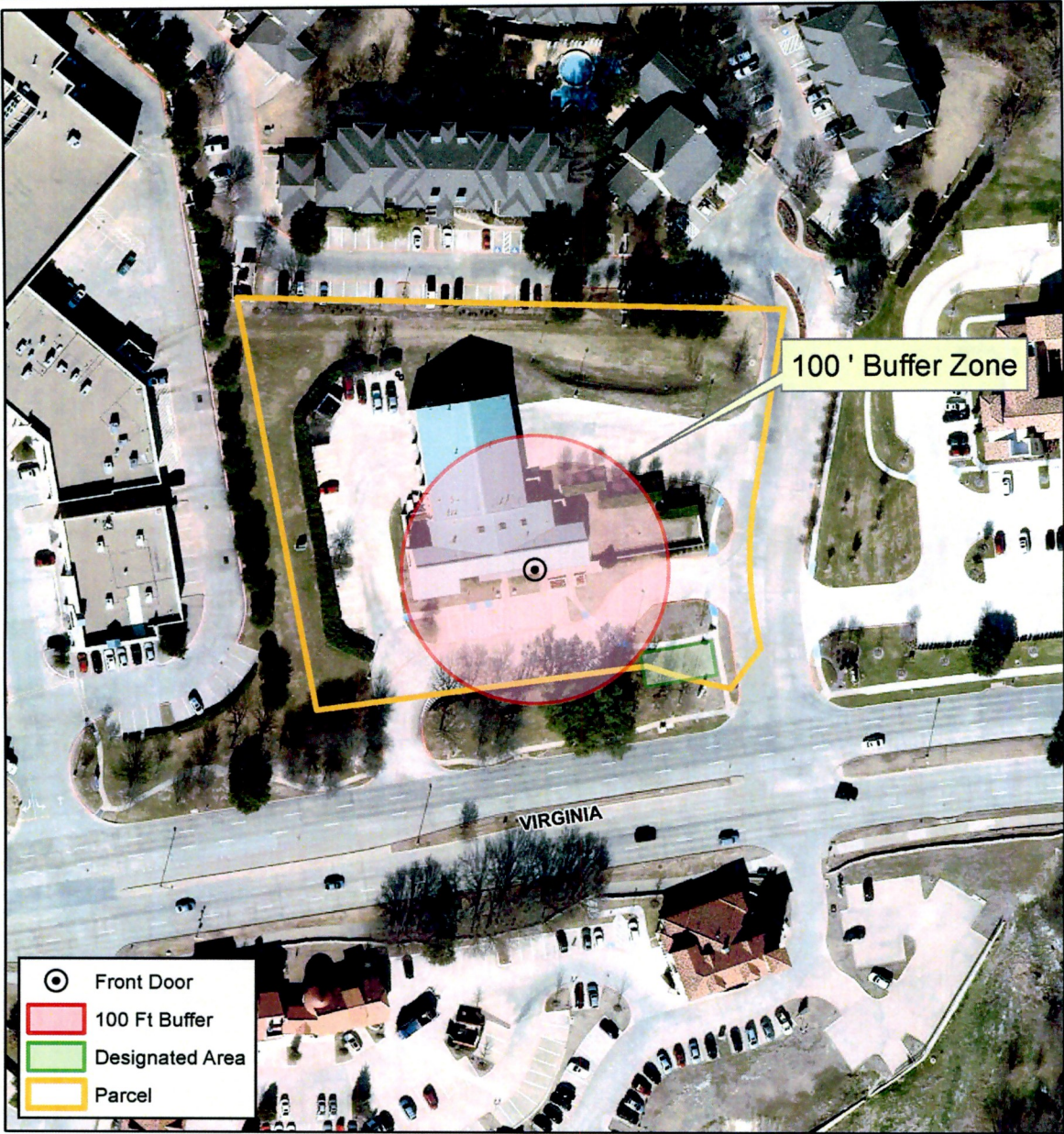


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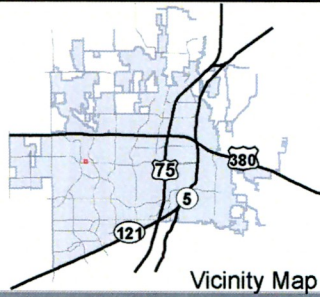


DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

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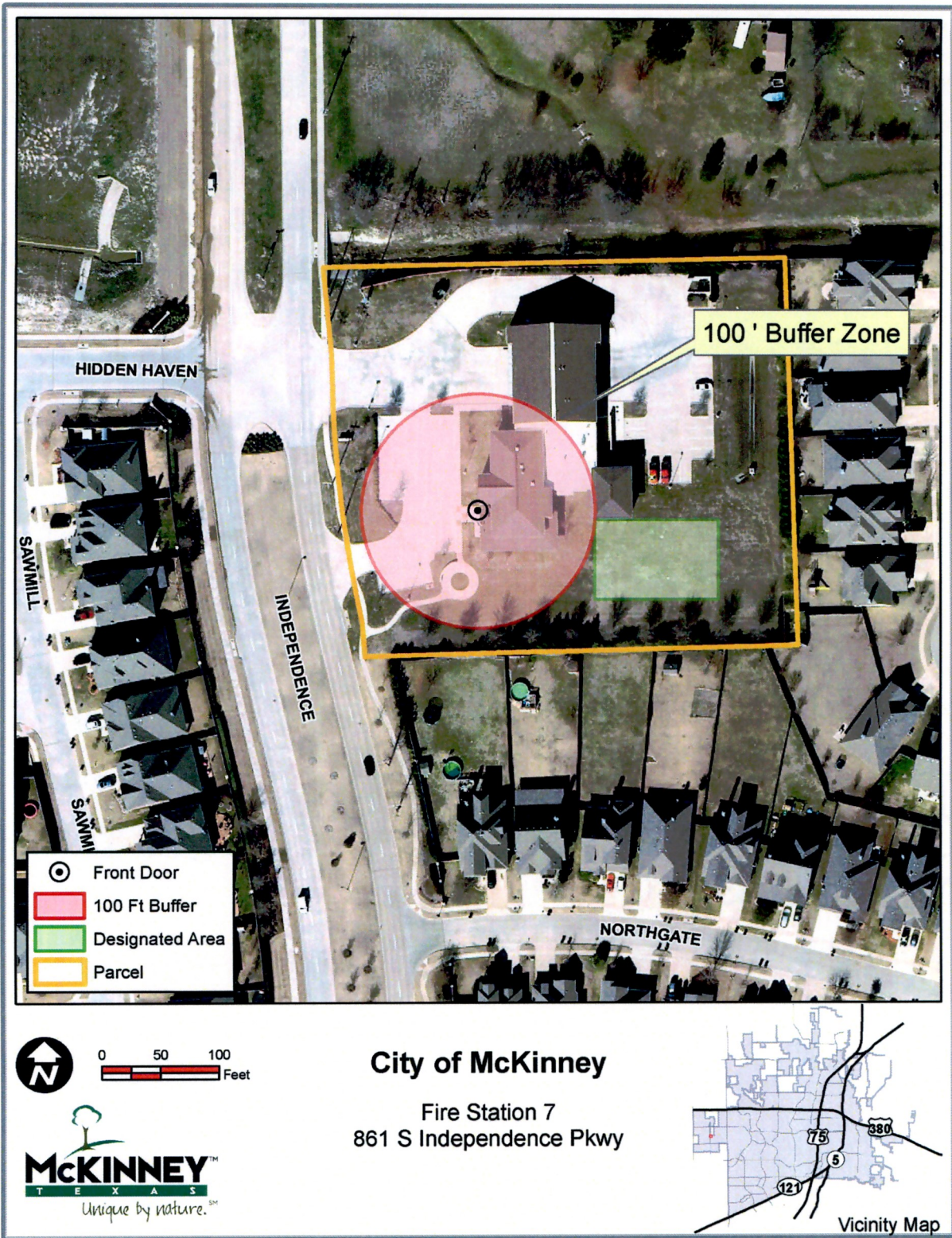


City of McKinney
Fire Station 5
6600 Virginia Pkwy

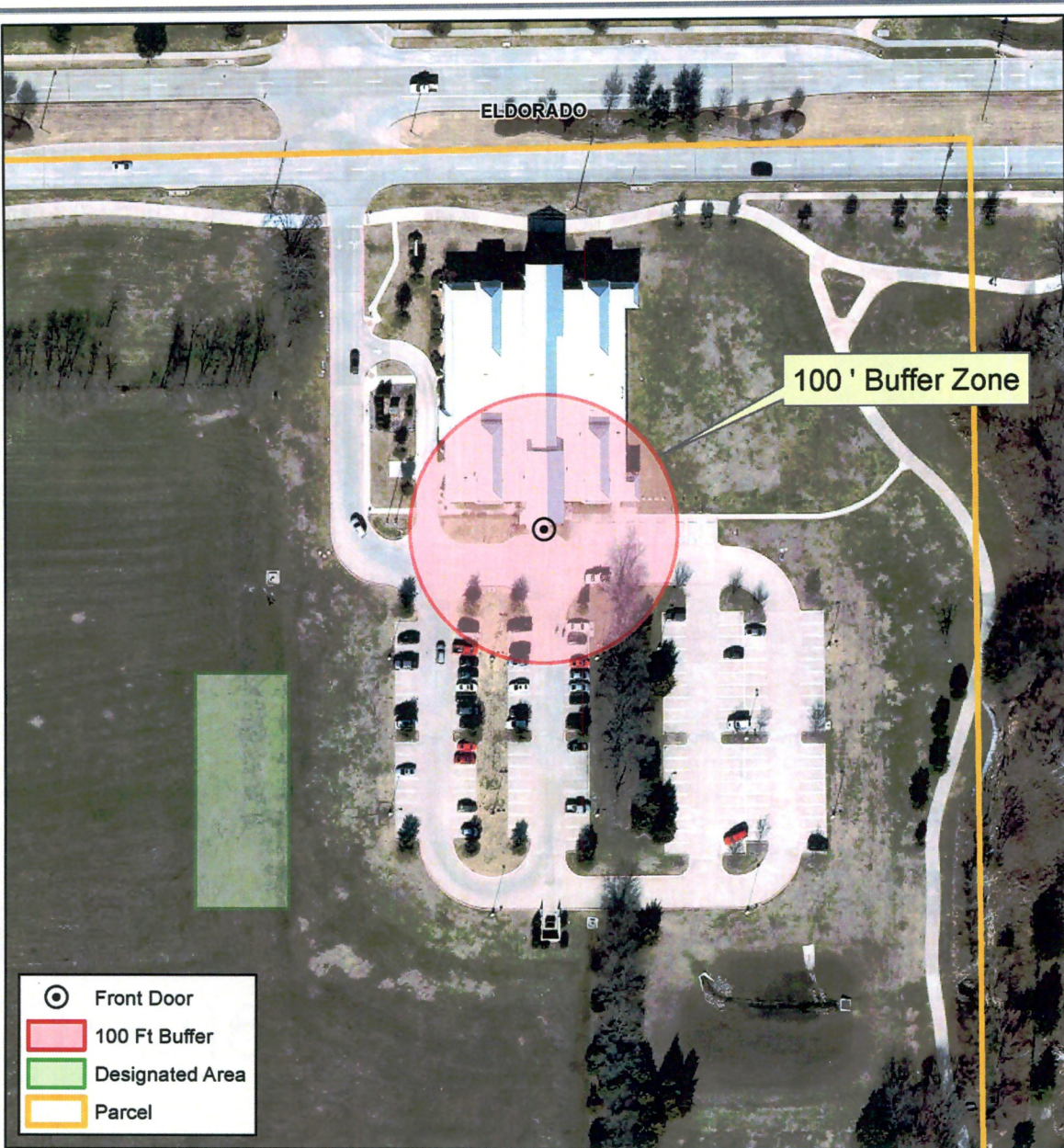


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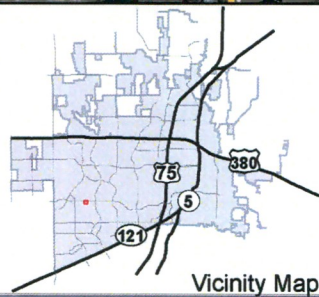


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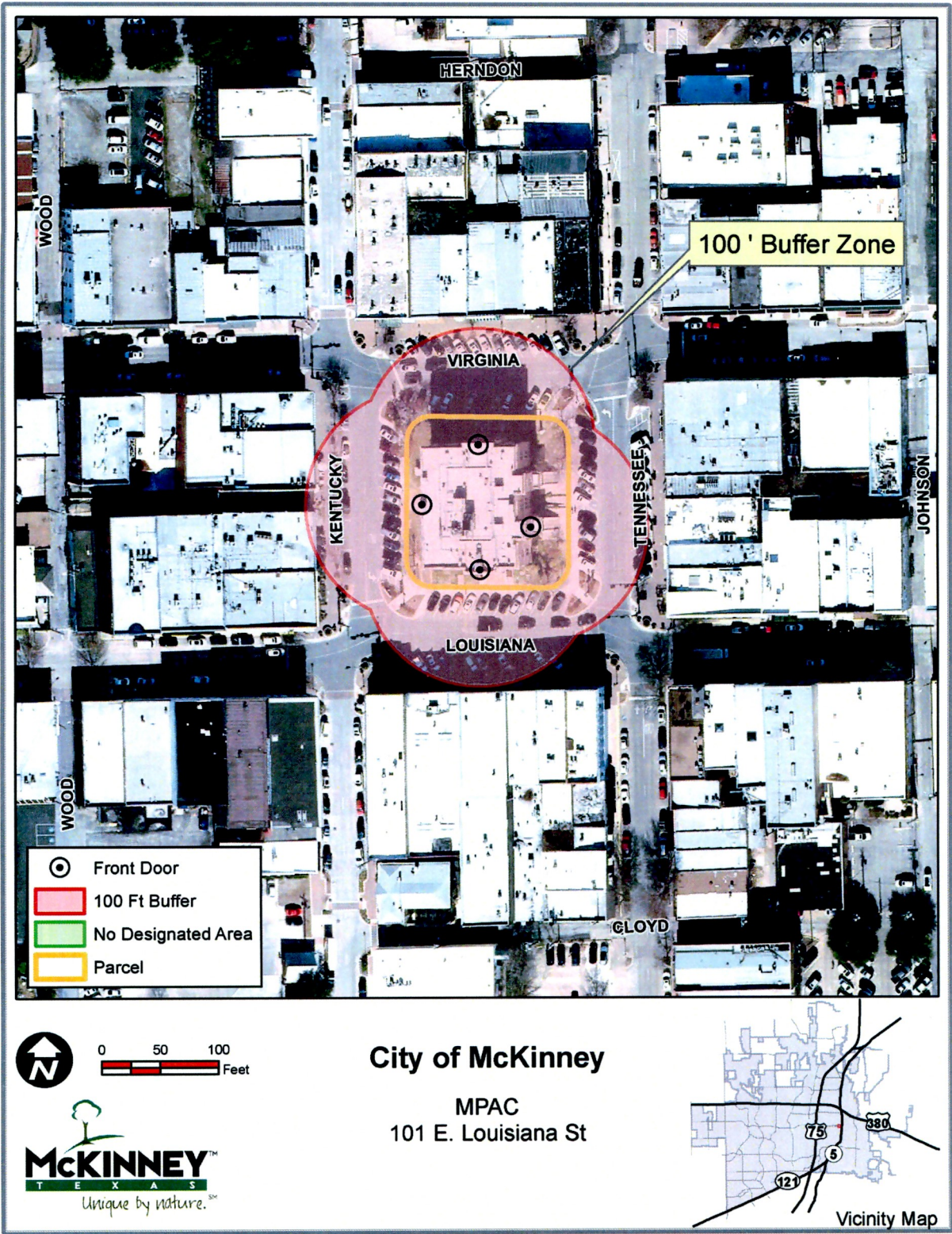
City of McKinney

John & Judy Gay Library
6861 W. Eldorado Pkwy



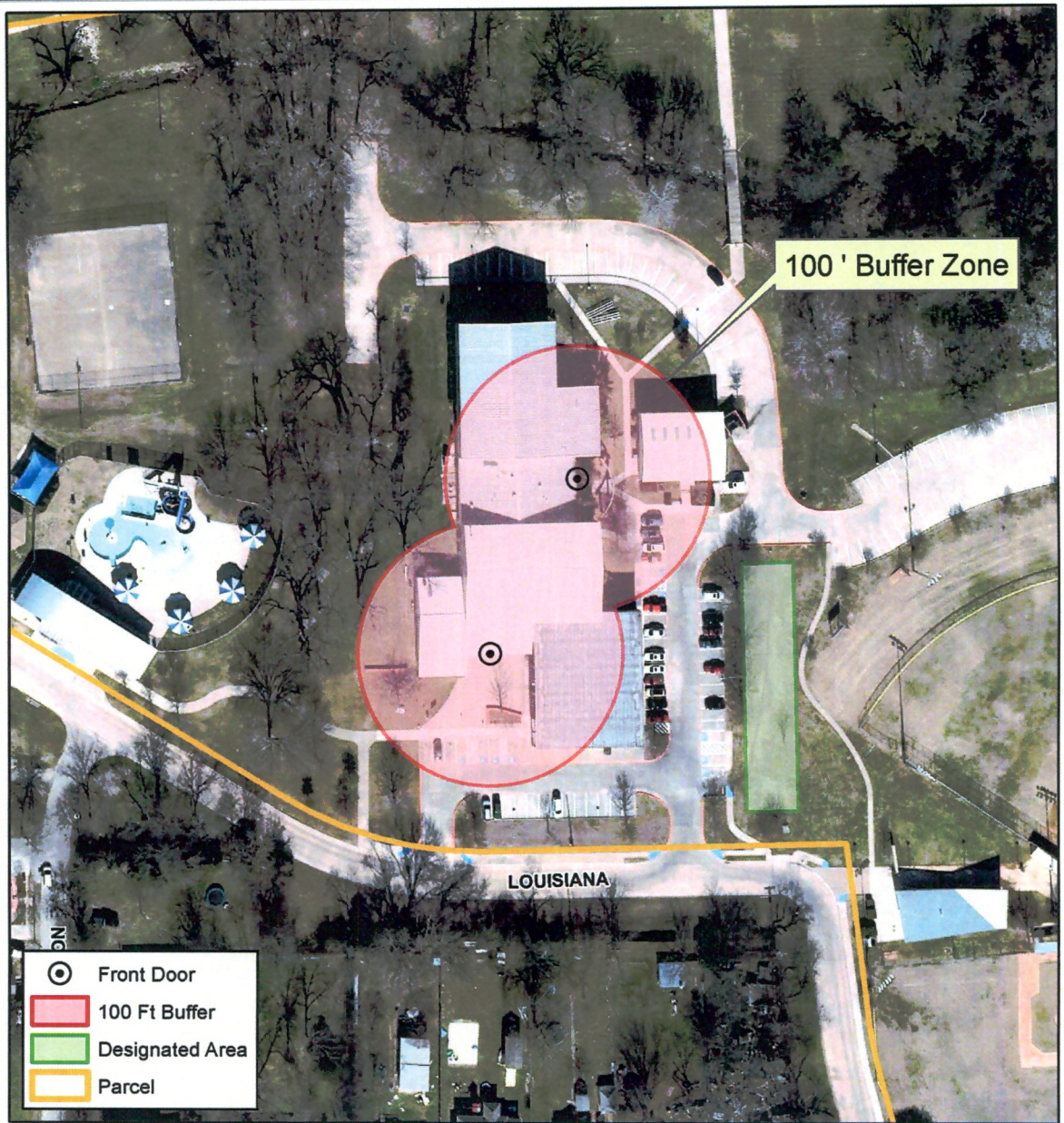
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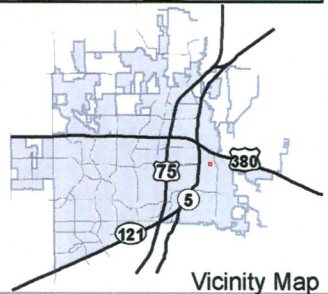


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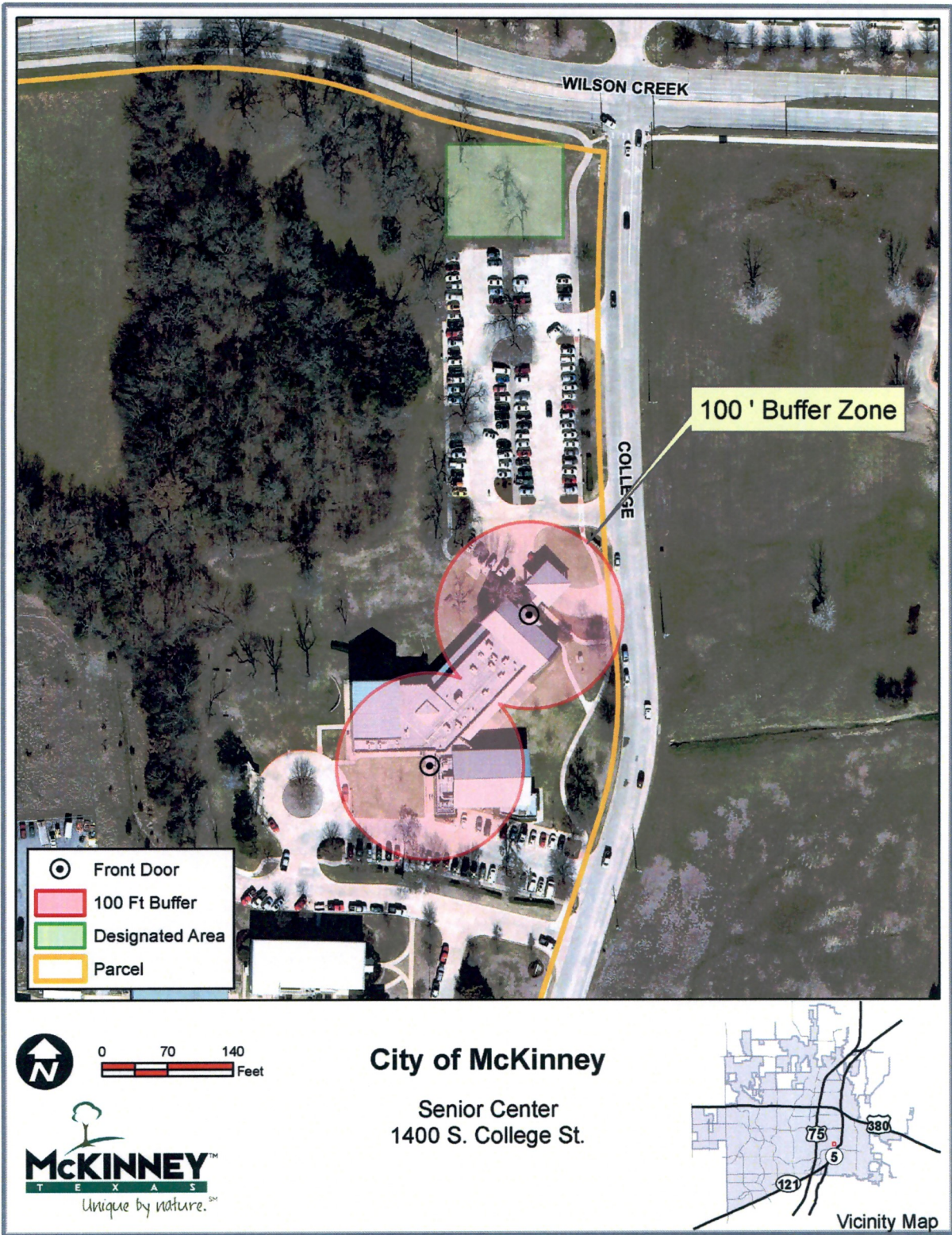
City of McKinney

Old Settler's Recreation Center
2101 E. Louisiana St

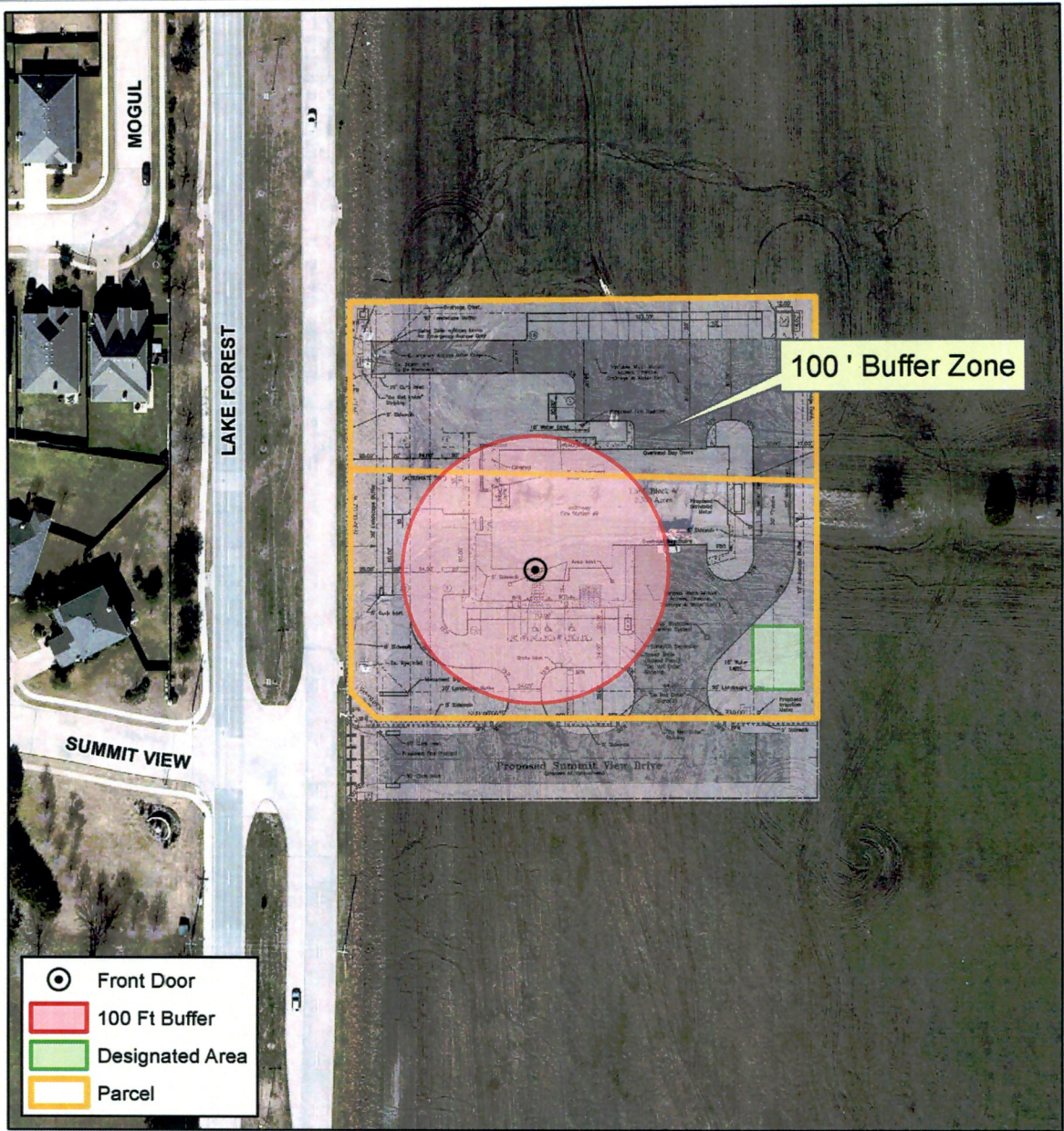


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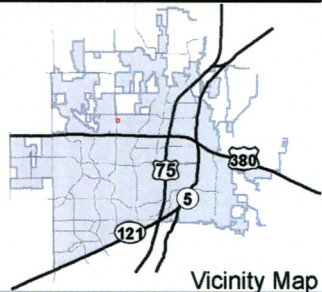


0 50 100 Feet



City of McKinney

Fire Station 9
4900 Summit View



Vicinity Map

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ORDINANCE NO. 1662-3-14

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 78 *SIGNS*, OF THE CODE OF ORDINANCES, CITY OF NACOGDOCHES, BY PROVIDING THAT CERTAIN POLITICAL SIGNS USED FOR ELECTIONEERING SHALL BE GOVERNED BY THE CODE OF ORDINANCES, CITY OF NACOGDOCHES, BY ADDING DEFINITIONS TO SECTION 78-1 DEFINITIONS, BY ADOPTING REGULATIONS CONCERNING THE TIME, PLACE AND MANNER OF ELECTIONEERING ON CITY-OWNED PROPERTY USED AS A POLLING PLACE; AMENDING CHAPTER 78, SECTION 78-77 "SIGNS NOT REQUIRING PERMITS" OF THE CODE OF ORDINANCES AND AMENDING CHAPTER 34, "ENVIRONMENT", ARTICLE V., NOISE AND VIBRATIONS, SECTION 34-152(3), CITY OF NACOGDOCHES, SETTING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Nacogdoches, Texas, deems it in the best interest of the health, safety, and welfare of the citizens of the City to regulate signs, including signs that may be placed on City-owned property; and

WHEREAS, the Texas Legislature recently enacted House Bill 259 which provides that a public entity that owns or controls a City-owned building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises, outside of the 100 foot prohibited electioneering area prescribed by sections 61.003 and 85.036 of the Texas Election Code; and

WHEREAS, the new law does permit the City to enact reasonable regulations concerning the time, place, and manner of electioneering on the City-owned building's premises, outside of the 100 foot prohibited electioneering area prescribed by sections 61.003 and 85.036 of the Texas Election Code; and

WHEREAS, the City has reviewed the new law and its existing sign regulations and has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to adopt reasonable regulations to continue to regulate electioneering and/or political signs that may be placed on certain areas of particular City-owned property used as a polling place; and

WHEREAS, the City finds that the amendments to the Code of Ordinances herein are necessary to regulate signs and/or electioneering on City-owned property, including the regulation of signs that may be placed on City-owned property, and the following regulations are reasonable as to time, manner, and place; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Chapter 78, *Signs*, of the Code of Ordinances of the City of Nacogdoches, Texas, is amended to read as follows:

Chapter 78 – SIGNS

ARTICLE 1. IN GENERAL

Sec. 78-1- Definitions.

Electioneering as defined in Section 85.036 of the Texas Election Code.

City-owned property means property owned or controlled by the City of Nacogdoches, Texas.

Early voting period as defined in Section 85.001 of the Texas Election Code.

Prohibited Area is the area within which Texas Election Code Section 85.036(a) prohibits electioneering during the time an early voting or voting place is open for the conduct of early voting or voting.

Sec. 78-4 – Signs Prohibited

(8) Signs in public Rights of Way

(c) Signs permitted under Section 78-77 (23) are not prohibited by this Section.

ARTICLE IV. PERMITS

Sec. 78-77 Signs not requiring permits

(a) No permit shall be required under this chapter for on-premises signs with the following descriptions; any sign listed in this section shall be erected and maintained in a safe condition in conformance with all other requirements of this chapter and the building code and electrical code in Chapter 14.

(23)(a) During the early voting period through the end of the following election day, a maximum of two (2) temporary political signs for each candidate, measure, or political party may be placed within the designated electioneering area of the early voting or voting polling place building's premises which is also outside the prohibited area. The designated electioneering area is the portion of the center

grassy strip west of the C. L. Simon Recreation Center and the Judy B. McDonald Public Library containing the flag poles and monument and located outside the prohibited area. Such two (2) signs shall each have a maximum area of four square feet but may contain the same message on both sides. Such signs must be placed in the designated electioneering area in a manner so as not to block or obscure other political signs. Such signs shall only be allowed from 7:00 A.M. on the beginning of the early voting period until 7:00 P.M. on Election Day at which time the signs shall be removed by the person or organization placing them. If early voting is not held at this location, such signs shall only be allowed from 7:00 AM to 7:00 PM on Election Day.

- (b) Any unauthorized persons removing political signs otherwise permitted by this section shall be guilty of a misdemeanor and subject to a fine as provided in Section 1-14 of this code.
 - (c) Failure to remove permitted signs in accordance with the section is a violation of this ordinance subject to a fine as provided in Section 1-14 of this code.
 - (e) No tent, canopy, structure, or similar item encumbering or encroaching on City-owned property including the designated electioneering area is allowed.
 - (f) Any signs on City-owned property not permitted may be removed by the City. Any political signs installed prior to the authorized time, placed in a location other than the designated location delineated, or not removed within the time prescribed herein, may be removed by city personnel and discarded or destroyed.
 - (g) The provisions of this subsection shall not apply to notices posted by order of the court or notices to the public as required by law to be posted in a public place.
 - (h) Motor vehicles or trailers displaying any political signs or literature is strictly prohibited on City-owned property within the prohibited area as defined by this ordinance; and no person is authorized to park a motor vehicle or trailer displaying any political signs or literature on City-owned property outside of the prohibited area for longer than 30 minutes.
 - (i) 78-96(4) Signs permitted in all districts.
- (4) Signs containing primarily a political message may be placed on private property only with the permission of the property owner, and outside of the public right-of-way. Such signs may not:
- (a) have an effective area greater than 36 square feet;
 - (b) be more than eight feet high;
 - (c) be illuminated; or
 - (d) have any moving elements.

Section 3: AND FURTHER that Chapter 34 "Environment", Article V. Noise and Vibrations Section 34-152(3) be amended as follows regarding use of loudspeakers:

Article V. Noise and Vibrations

Section 34-152. Violations.

Section 34-152(3). – *Loudspeakers, amplifiers for advertising, use as political advertising.* The use, operation or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for commercial or political purposes or on city-owned property used as a polling place if used for the purpose of making a political speech or electioneering for or against any candidate, measure or political party. A person operates a vehicle with a loudspeaker if the person drives the vehicle, uses the loudspeaker, or operates sound equipment in connection with the loud speaker, as described in Texas Election Code Section 61.004.

Section 3. Penalty. Any person who shall willfully, intentionally, or with criminal negligence violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

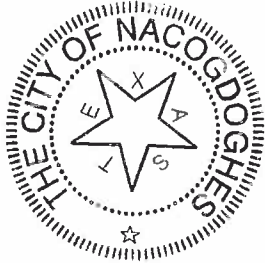
Section 4. Severability: If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date: This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

Section 6. Proper Notice & Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 7. Official Public Records: The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches

PASSED AND APPROVED, this the 4th day of March, 2014, by a vote of 4 (ayes) to 0 (nays) of the City Council of the City of Nacogdoches.



ATTEST:

Lila Fuller
Lila Fuller, City Secretary

CITY OF NACOGDOCHES

By: Roger Van Horn
Roger Van Horn, Mayor

APPROVED AS TO CONTENT:

Rob Atherton
Rob Atherton, City Attorney

Larissa Philpot
Larissa Philpot, City Planner

Electioneering Location
November 13, 2013 Election
Nacogdoches, Texas

**C.L. Simon
Recreation Center**
1112 North St.

100

Legend

-  Signage Permitted
 Signage Prohibited
 Buildings
 Pavement

1 inch = 50 feet

0 25 50 100 Feet

Nacogdoches
the place from the Texas
Engineering Department
GES Division

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ARTICLE XIII. - ELECTIONEERING AT POLLING LOCATIONS

Sec. 13-190. - Purpose.

The purpose of this article is to provide reasonable regulations for electioneering on city-owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

(Ord. No. 4036, § 4, 12-9-13)

Sec. 13-191. - Definitions.

The following words and phrases as used in this article shall have the meanings as set forth in this section:

Electioneering shall mean the posting, use, or distribution of political signs or literature.

Voting period shall mean the period each day beginning the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later on election day and early voting days.

(Ord. No. 4036, § 4, 12-9-13)

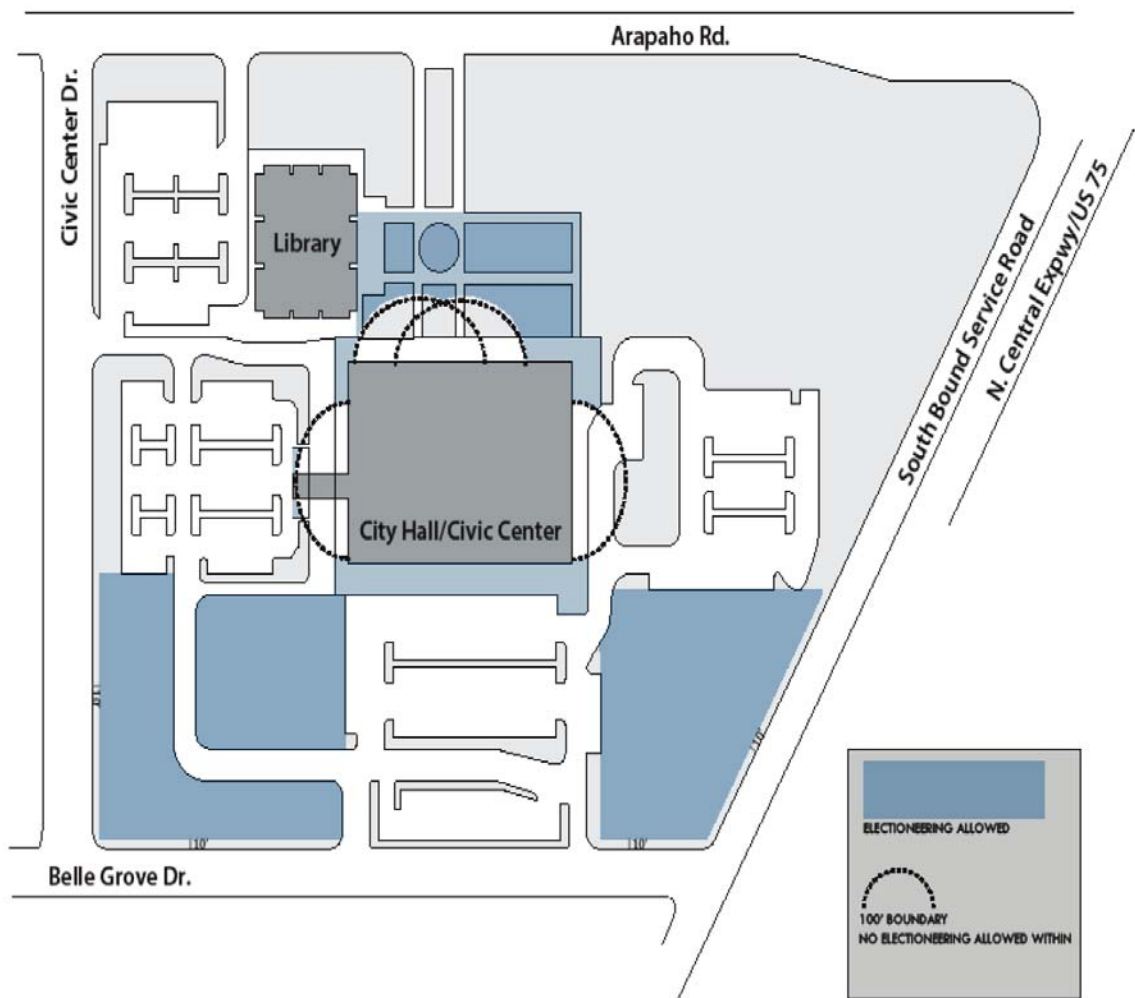
Sec. 13-192. - Regulations and exceptions.

(a) The following regulations apply to electioneering on the premises of public property during the voting period:

- (1) It is an offense for any person to leave any electioneering sign or literature on public property that is used as a polling place other than during the voting period and for 30 minutes before and after the voting period.
- (2) It is an offense for any person to engage in electioneering on driveways, parking areas, on medians within parking areas, or driveways on the premises of a polling location. This restriction shall not apply to electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location.
- (3)

It is an offense for any person to attach, place or otherwise affix or erect any electioneering sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement on public property used as a polling location.

- (4) It is an offense for any person to place any electioneering sign or literature within ten feet of the public roadway adjacent to the public property where a polling location is located.
- (5) It is an offense for any person to place an electioneering sign on the premises that exceeds 36 square feet and is more than eight feet in height, including any supporting poles, or to utilize any stake more than ten inches long or one foot in diameter.
- (6) It is an offense for any person to post, use or distribute political signs or literature in any area of the premises of the City Hall/Civic Center except those areas in which electioneering is allowed in the diagram below.



- (7) In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this section may be removed and disposed of by the entity in control of the public property.
 - (8) The authority to conduct electioneering on public property under this article is limited to the property on the premises where the voting is conducted and only for the voting period.
- (b) The regulations set forth in subsection (a) above, shall not apply to any City of Richardson authorized signs, materials or other messages on its property.

(Ord. No. 4036, § 4, 12-9-13)

Secs. 13-193—13-215. - Reserved.



MEMO

TO: Candidates for 2017 City of Allen General Election

FROM: Shelley B. George, City Secretary 

SUBJECT: Electioneering at the City of Allen Municipal Court and Parks and Recreation Building

DATE: January 6, 2017

The Allen City Council adopted Ordinance No. 3198-1-14 to provide reasonable regulations for electioneering on City owned or controlled public property when such property is used as an election polling place. Electioneering is defined as the posting, use, or distribution of political signs or literature.

This year, the Allen Municipal Court and Parks and Recreation Building (MCPAR) located at 301 Century Parkway, Allen, Texas, will be used for Early Voting and Election Day. While the complete ordinance is attached for your reference, please note the following:

- Political signage may be placed at MCPAR beginning seventy-two (72) hours before Early Voting begins and must be removed no later than seventy-two (72) hours after voting closes on Election Day.
- Political signage is allowed in the grass but is prohibited in the landscaped areas including areas with woodchips.
- Political signage or the distribution of literature is prohibited within ten (10) feet of Century Parkway and McDermott adjacent to MCPAR.
- Any political signs placed in violation of the ordinance will be removed.
- Electioneering on public property is limited to the property on the premises where the voting is conducted and only for the voting period.

Attachment: Ordinance No. 3198-1-14

ORDINANCE NO. 3198-1-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, TO ADD ARTICLE V, ELECTIONEERING AT POLLING LOCATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 14, 2013, the Texas Legislature passed House Bill 259, amending the Texas Election Code to require a public entity that controls or owns a building used as a polling place, to allow electioneering on the premises subject to reasonable regulations; and

WHEREAS, according to this new law, "electioneering" includes the posting, use, or distribution of political signs or literature; and

WHEREAS, the polling places in the City include facilities that are simultaneously used for various other purposes and for which adequate and safe parking and access thereto must be maintained in order for those facilities to operate in a safe and effective manner; and

WHEREAS, electioneering includes posting of signs and, in order to further the general health, safety and welfare of the community, electioneering signs and literature should not be present outside of the time for voting except for a limited period to erect and remove the signs, and not be attached to improvements and landscaping; and

WHEREAS, the City Council further finds that the size of electioneering signs shall be limited and they should be set back from the public roadway in order to further traffic safety and remove visual clutter; and

WHEREAS, current City of Allen regulations prohibit signs, including political signs, on public property, therefore, those regulations must be amended to comply with the new law; and

WHEREAS, the City Council deems it is in the best interest of the citizens of the City of Allen that additional regulations be adopted to address concerns that may result from electioneering on public property, including damage to property, traffic safety concerns, and blight; and

WHEREAS, the City Council finds that the adoption of regulations is needed and that they further the public health, safety and welfare of the community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Code of Ordinances of the City of Allen, Texas, be, and the same is hereby amended by adding new Article V, Electioneering at Polling Locations, to Chapter 10, Offenses - Miscellaneous, to read as follows:

“ARTICLE V. ELECTIONEERING AT POLLING LOCATIONS

Sec. 10-50. Purpose.

The purpose of this Article is to provide reasonable regulations for electioneering on City owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

Sec. 10-51. Definitions.

The following words and phrases as used in this article shall have the meanings as set forth in this section:

Electioneering shall mean the posting, use, or distribution of political signs or literature.

Voting period shall mean the period each day beginning the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later on election day and early voting days. The period for a runoff election shall be considered to be a separate voting period.

Sec. 10-52. Regulations and exceptions.

- (a) Notwithstanding the provisions of the Allen Land Development Code, the following regulations apply to electioneering on the premises of public property during the voting period.
 - (1) It is an offense for any person to leave any electioneering sign or literature on public property that is used as a polling place other than during the voting period and for seventy-two (72) hours before and after the voting period.
 - (2) It is an offense for any person to engage in electioneering on driveways, parking areas, on medians within parking areas, or driveways on the premises of a polling location. This restriction shall not apply to electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location.
 - (3) It is an offense for any person to attach, place or otherwise affix or erect any electioneering sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement on public property used as a polling location.
 - (4) It is an offense for any person to place any electioneering sign or literature within ten (10) feet of the public road way adjacent to the public property where a polling location is located.

- (5) It is an offense for any person to place an electioneering sign on the premises of a polling location that exceeds thirty-six square feet and is more than eight feet in height.
 - (6) In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this section may be removed and disposed of by the entity in control of the public property.
 - (7) The authority to conduct electioneering on public property under this Article is limited to the property on the premises where the voting is conducted and only for the voting period.
- (b) The regulations set forth in (a) above shall not apply to any City of Allen authorized signs, materials or other messages on its property."

SECTION 2. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance, as amended hereby, which shall remain in full force and effect.

SECTION 3. All ordinances of the City of Allen, Collin County, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 5. This Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide and it is, accordingly, so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF JANUARY, 2014.

APPROVED:



Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:



Peter G. Smith, CITY ATTORNEY
(PGS:1-7-14-TM 63848)



Shelley B. George, TRMC, CITY SECRETARY

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING SECTION 70-26 (SIGN SPECIFICATIONS, DESIGN AND OTHER REQUIREMENTS) OF CHAPTER 70 (SIGNS) OF PART II OF THE FRISCO CODE OF ORDINANCES AND ADOPTING A NEW ARTICLE IX (ELECTIONEERING AT POLLING LOCATIONS) OF CHAPTER 54 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF PART II OF THE FRISCO CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, Section 85.036 of the Texas Election Code provides that an entity that owns or controls a public building being used as a polling place may enact reasonable regulations concerning the time, place and manner of electioneering; and

WHEREAS, Section 85.036(f)(2) of the Texas Election Code defines “electioneering” to include the posting, use, or distribution of political signs or literature; and

WHEREAS, polling places owned or controlled by the City of Frisco, Texas (“Frisco”) include public facilities that are simultaneously used for various other purposes and for which adequate and safe parking and access thereto must be maintained for those facilities to operate in a safe and effective manner; and

WHEREAS, the Frisco City Council (“City Council”) has investigated and determined that in order to further the general health, safety and welfare of the community, electioneering signs and literature should not be present outside of the time for voting except for a limited period to erect and remove the signs and should not be attached to improvements and landscaping; and

WHEREAS, the City Council further finds that the size of electioneering signs should be limited and set back from the public roadways in order to further traffic safety and remove visual clutter; and

WHEREAS, current Frisco regulations prohibit signs, including political signs, on or over public property, so those regulations must be amended to comply with Section 85.036 of the Texas Election Code; and

WHEREAS, the City Council deems it is in the best interest of the citizens of Frisco that the current sign regulations be amended and additional regulations be adopted to address public health, safety and welfare concerns that may result from electioneering on public property, including damage to property, traffic safety, and blight; and

WHEREAS, the City Council finds that in order to most effectively make the necessary additions, deletions and amendments, it is in the best interest of the citizens of Frisco to amend Section 70-26 (Sign Specifications, Design and Other Requirements) of Chapter 70 (Signs) of

Part II of the Frisco Code of Ordinances, and to adopt a new Article IX (Electioneering at Polling Locations) of Chapter 54 (Offenses and Miscellaneous Provisions) of Part II of the Code of Ordinances, as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Section 70-26 (Sign Specifications, Design and Other Requirements) of Chapter 70 (Signs) of Part II of the Code of Ordinances. Section 70-26 (Sign Specifications, Design and Other Requirements) of Chapter 70 (Signs) of Part II of the Code of Ordinances is hereby amended as follows:

“Sec. 70-26. Sign Specifications, Design and Other Requirements.

...

(c) *Signs posted in specified areas.* Unless otherwise permitted within this chapter, no person shall post or cause to be posted, attach or maintain any sign upon:

(1) Any city-owned property or right-of-way without written permission of the city manager or his/her designated representative, except as allowed by Chapter 54, Article IX.

...”

SECTION 3: Adoption of new Article IX (Electioneering at Polling Locations) of Chapter 54 (Offenses and Miscellaneous Provisions) of Part II of the Code of Ordinances. Article IX (Electioneering at Polling Locations) of Chapter 54 (Offenses and Miscellaneous Provisions) of Part II of the Code of Ordinances is hereby adopted as follows:

“ARTICLE IX. ELECTIONEERING AT POLLING LOCATIONS

Sec. 54-202. Purpose.

The purpose of this article is to provide reasonable regulations for electioneering on City-owned or -controlled property when such property is used as an election polling place. The regulations contained herein are intended to mitigate safety risks, prevent damage to public property and ensure that the public property is sufficiently available for its patrons and City employees and staff who use the facilities other than for election purposes.

Sec. 54-203. Definitions.

The following words and phrases used in this Article shall have the meanings as set forth in this section:

Electioneering shall mean the posting, use, or distribution of political signs or literature, including the use of tents, chairs, booths, tables or other furniture or devices to post, use or distribute political signs or literature.

Voting period shall mean the period beginning the hour the polls open for early voting and ending when the polls close or the last voter has voted on election day, whichever is later.

Sec. 54-204. Regulations and Exceptions.

- (a) The following regulations apply to electioneering on the premises of City-owned or -controlled property during the voting period.
- (1) It is an offense for any person to leave any electioneering sign or literature on City-owned or -controlled property that is used as a polling place other than during the period beginning on 6:00 p.m. before the voting period begins and ending twenty-four (24) hours after the voting period ends.
 - (2) It is an offense for any person to engage in electioneering on driveways on the premises of a polling location or in such areas that the Fire Chief or his/her designee determines to be unsafe for electioneering or determines will interfere with patrons or City employees and staff who use the areas other than for election purposes.
 - (3) It is an offense for any person to attach, place or otherwise affix any electioneering sign, literature or material to any building, tree, shrub, pole or other improvement on City-owned or -controlled property used as a polling location.
 - (4) It is an offense for any person to place any electioneering sign on the premises that exceeds four (4) square feet and is more than four (4) feet in height, including any supporting poles.
 - (5) In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this section may be removed and disposed of by the City.
 - (6) The authority to conduct electioneering on City-owned or -controlled property under this Article X is limited to the property on the premises where the voting is conducted and only for the voting period.

- (b) The regulations set forth in subsection (a) above shall not apply to any City of Frisco-authorized signs, materials or other messages on City-owned or -controlled property.

Sec. 54-205 - 53-210 Reserved.”

SECTION 4: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

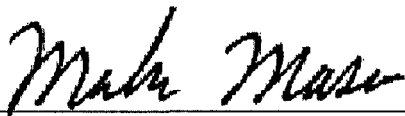
SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Penalty. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Five Hundred and 00/100 Dollars (\$500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
FRISCO, TEXAS, on this 17th day of March, 2015.**

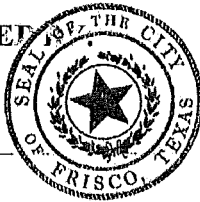


Maher Maso, Mayor

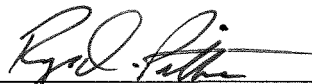
**ATTESTED TO AND
CORRECTLY RECORDED**



Jenny Page, City Secretary



APPROVED AS TO FORM:



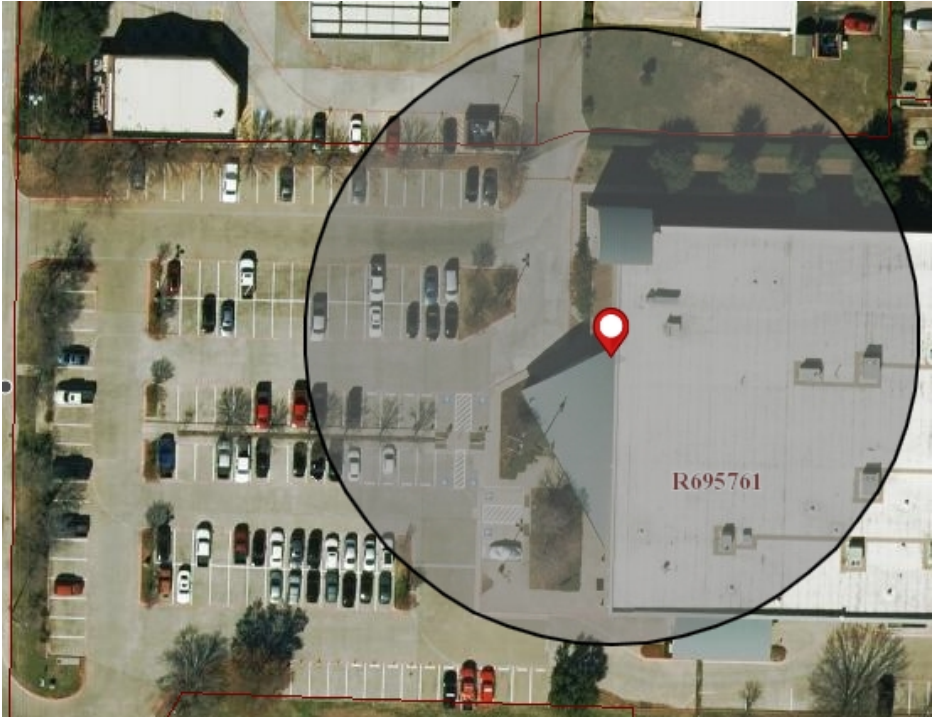
Abernathy Roeder Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

Dates of Publication: March 20 & 27, 2015, *Frisco Enterprise*

**ELECTIONEERING FREE ZONE OPTIONS (100', 150', 200')
FOR THE TOWN OF FLOWER MOUND POLICE/COURTS FACILITY
LOCATED AT 4150 KIRKPATRICK**



**100 FT BUFFER
(REQUIRED BY STATE LAW)**



150 FT BUFFER

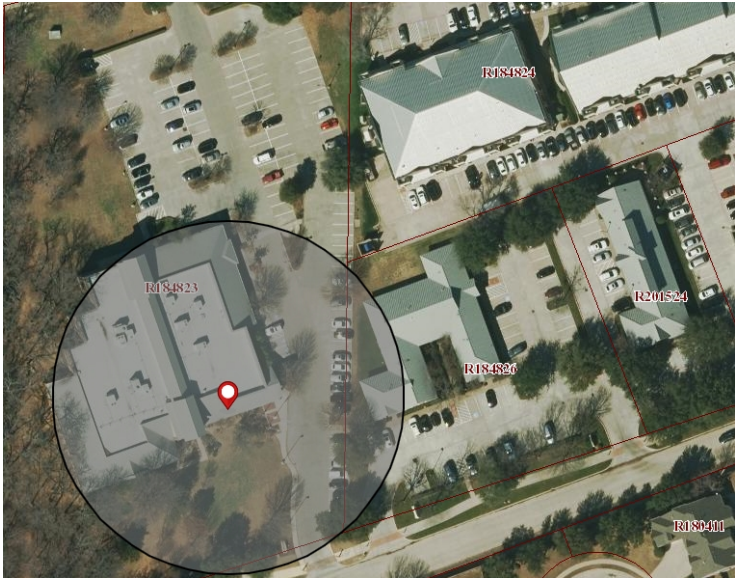


200 FT BUFFER

**ELECTIONEERING FREE ZONE OPTIONS (100', 150', 200')
FOR THE TOWN OF FLOWER MOUND LIBRARY FACILITY
LOCATED AT 3030 BROADMOOR LN**



**100 FT BUFFER
(REQUIRED BY STATE LAW)**



150 FT BUFFER



200 FT BUFFER

Town Council Future Agenda Items



SCHEDULED	1/18/2018	Consent	Kirkpatrick Water Line Phase II Design Award.
		Consent	Bruton Elevated Storage Tank Change Order No. 1 and Final Acceptance
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	FM 2499 Waterline Phase I Design Award.
		Consent	Pintail Pump Station (Auxiliary Power & Upgrades) Design Award.
		Consent	FM 2499 @ Ladeside North Right Turn Lane Design Award.
		Consent	Fire Station #7 Design Award.
		Consent	2013 Street Reconstruction - Sheffield Court and Colonial Drive Change Order No. 1 and Final Acceptance.
		Consent	Consider approval of an ordinance amending the Town's Code of Ordinances by adding a Chapter 91 entitled Flood Damage Prevention and repealing Paragraph D2 of Paragraph IV of Volume 1 of the Flower Mound Design Standards.
		Consent	WWTP Rehabilitation Phase IV Solids Facility Part 2 Design Amendment No. 1
		Consent	Temporary Fire Station No.6 Fencing and Landscaping Change Order 1 and Final Acceptance.
		Consent	FM 2499 @ College Traffic Signal Construction Award.
		Regular	Discuss and consider appointment of Chair to the Tax Increment Reinvestment Zone (TIRZ)
	1/25/2018	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 held on December 18, 2017.
	2/5/2018	Consent	2015 Street Reconstruction (Canterbury Lane & Superior Place) Change Order No.1 & Final Acceptance
		Consent	Fire Station #7 Geotechnical Study.

SCHEDULED	2/6/2018	Consent	Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 8, 2018, for the offices of Mayor, Town Council Place 2, and Town Council Place 4; establishing procedures for those elections; and providing an effective date.
	3/5/2018	Consent	Denton Creek Bridge and Water Line Design Award.
		Consent	Lift Station Improvements and Decommissioning Phase I - Construction Award.
		Consent	Lift Station Improvements and Decommissioning Phase I - Testing Award
	4/16/2018	Consent	Lake Forest Boulevard Water Line Testing Award.
		Consent	Heritage Park Phase III Change Order No.1 and Final Acceptance.
		Consent	Lake Forest Boulevard Water Line Construction Award.