

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/5/2018

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

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).

H. **COORDINATION OF CALENDARS**

1. Discuss canceling the Thursday, February 15 work session date.
2. A regular meeting is scheduled for Monday, February 19.

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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 1/18-** 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 January 18, 2018.
2. **Calling general election-** Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 5, 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. **Interlocal for ambulance services-** Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.
4. **Interlocal for fire services-** Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.
5. **Crossfire gun range agreement-** Consider approval of an agreement with Crossfire Defense Academy and Range, in the amount of \$19,200.00, for dynamic training and qualification purposes; and authorize the Mayor to execute same on behalf of the Town.
6. **Fire Station #6 Change Order-** Consider approval of Change Order No. 1 and Final Acceptance of the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, for the Landscaping & Fencing, increasing the contract amount by \$11,946.90, and authorization for final payment to Construction Rent-A-Fence, Inc., in the amount of \$36,323.25; and authorization for the Mayor to execute same on behalf of the Town.
7. **Fire Station #7 Design-** Consider approval of a Professional Services Agreement with Brown Reynolds Watford Architects, Inc., to provide design services and construction documents associated with the Fire Station No. 7 project, in the amount of \$399,600.00; and authorization for the Mayor to execute same on behalf of the Town.
8. **FM 2499 Water Line-** Consider approval of the Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 2499 12-Inch Water Line Phase 1 project, in the amount of \$151,500.00; and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEMS

9. **Public Hearing-ZPD-Canyon Falls-** Public Hearing to consider a request for rezoning (ZPD18-0001 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing front and side yard setbacks for certain lots located within Village 5 and eliminating the approved setback modifications for Village 4B, and to consider adopting an ordinance providing for said amendment. The property is generally located north of FM 1171 between Interstate 35W and US 377. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its January 22, 2018, meeting.)

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10. **DP-Southgate Northwest Tract-** Consider a request for a Development Plan (DP18-0001 - Southgate, Northwest Tract) to amend the grading detail for a portion of Phase Two residential. The property is generally located north of Long Prairie Road and west of Gerault Road. (The Planning and Zoning Commission recommended denial by a vote of 7 to 0 at its January 22, 2018, meeting.)
11. **Morriss-Gerault Improvements Project-** Public Hearing to approve direction as it relates to Morriss Road Phase II improvements and associated bid document options.

K. CLOSED MEETING

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

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

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

L. 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.

M. 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: February 2, 2018, at 2:15 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: February 5, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on January 18, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting on January 18, 2018.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on January 18, 2018.

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING HELD ON THE 18TH DAY OF JANUARY 2018, 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 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
Andrea Roy	Economic Development Director
Tiffany Bruce	Engineering Manager
James Hoefert	Environmental Review Analyst

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:02 p.m.

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

Resident Jay Marks gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Presentation from CoServ regarding Capital Credit allocation to the Town of Flower Mound.

Tracee Elrod, CoServ Area Manager, and other CoServ representatives presented a Capital Credit check in the amount of \$57,165.14.

E. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (as written on the form)
1.	Carol Kohankie, 4312 Lauren Way	Peter Stewart
2.	Paul Stone, 4100 Broadway #1111	Parks
3.	Shon Bjornberg, 4809 Pacer Way	CVS at 5100 Cross Timbers
4.	Don Shields, 3815 Cortadera Ct	Electioneering
5.	Steve Dixon, 4604 Wisdom Creek Ct	Election

F. ANNOUNCEMENTS

Mayor Pro Tem McDaniel had the following announcements:

- Intent to file to run for a second term (Place 4)
- Interest in preserving the Stewart family home as a tangible historic asset for the Town

Deputy Mayor Pro Tem Bryant had the following announcements:

- Welcomed the Flower Mound Citizens Academy participants that were in the audience
- Highlights from a recent MLK event he attended

Mayor Hayden provided an announcement about the Town's rating report (as noted in the packet – agenda item # 11) and the reduced amount that covers the Town's debt service.

G. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update on the following projects:

1. Capital improvement projects.
 - Traffic signal at FM 2499 and College Pkwy
2. Economic Development projects.
 - New businesses of Salt Rock, Mazzola's Italian Pizzeria, and Scratch Bakery
 - Retail and restaurant survey, including the top 5 most requested retailers and restaurants
 - Stryker job fair

Mr. Meredith provided a statement of fact regarding aspects of Governor Abbott's new property tax reform proposal that implicates local municipalities and other taxing entities.

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

- Clarification regarding the reason why Mellow Mushroom and Mod Market closed
- Did the Town recruit CVS for the FM 1171 location or did they reach out to the Town
- Update for traffic signal request at Gerault and Big Canyon

H. FUTURE AGENDA ITEMS

1. Deputy Mayor Pro Tem Bryant requested that for the Morriss Rd item on Feb. 5th, he would also like to have a discussion about the master thoroughfare designation on that same night for the purpose of discussing the long term plans for that road. Mayor Pro Tem McDaniel indicated he would like to add to that request by having a discussion relative to its place in SMARTGrowth. There was Council consensus to discuss, with the understanding that discussion would take place after consideration of the main item.

Mr. Stathatos clarified that the only action that can happen on Feb 5th is for Council to provide staff with direction to have a Town initiated thoroughfare plan amendment, given the various requirements such as P & Z input, public hearings, etc.

Councilmember Bryan Webb suggested rescheduling any items from the February 5th agenda if at all possible in anticipation of the 5th being a long meeting night.

I. COORDINATION OF CALENDARS

- 1., 2. A work session is scheduled for Thursday, January 25th; A regular meeting is scheduled for Monday, February 5th.

Mayor Hayden announced that the work session previously scheduled for January 25th has been canceled and the next meeting is February 5th.

J. CONSENT ITEMS

1. 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.

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on December 18, 2017.

2. Consider acceptance of grant funds for FDA Training, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.

DRAFT MOTION: Move to approve grant funds for FDA Training, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.

RESOLUTION NO. 01-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR FDA TRAINING FROM THE U.S. DEPARTMENT OF FOOD AND DRUG ADMINISTRATION FOR THE RETAIL STANDARDS GRANT PROGRAM, SPONSORED BY THE ASSOCIATION OF FOOD AND DRUG OFFICIALS; APPROVING THE USE OF GRANT FUNDS TO COVER THE COSTS OF AN EMPLOYEE TO ATTEND TRAINING RELATED TO FOOD INSPECTIONS;

PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE RETAIL STANDARDS GRANT PROGRAM.

3. Consider acceptance of grant funds for Standards Achievement, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.

DRAFT MOTION: Move to approve grant funds for Standards Achievement, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.

RESOLUTION NO. 02-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR STANDARDS ACHIEVEMENT, FROM THE U.S. DEPARTMENT OF FOOD AND DRUG ADMINISTRATION FOR THE RETAIL STANDARDS GRANT PROGRAM, SPONSORED BY THE ASSOCIATION OF FOOD AND DRUG OFFICIALS; APPROVING THE USE OF GRANT FUNDS TO COVER PERSONNEL COSTS RELATED TO DEVELOPING WRITTEN POLICIES AND PROCEDURES FOR THE DEPARTMENT; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE RETAIL STANDARDS GRANT PROGRAM.

4. Consider approval of Amendment No. 2 to the Fiscal Year 2017-2018 Capital Improvement Program.

DRAFT MOTION: Move to approve Amendment No. 2 to the Fiscal Year 2017-2018 Capital Improvement Program.

5. Consider approval of the award of Bid No. 2018-38-B, to Roadway Solutions Inc., for the construction of the FM 2499 at College Parkway– Traffic Signal Construction project, in the amount of \$176,430.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve award of Bid No. 2018-38-B, to Roadway Solutions Inc., for the construction of the FM 2499 at College Parkway– Traffic Signal Construction project, in the amount of \$176,430.00; and authorization for the Mayor to execute same on behalf of the Town.

6. Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide design services for the Pintail Pump Station (Auxiliary Power & Upgrades) project, in the amount of \$188,500.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide design services for the Pintail Pump Station (Auxiliary Power & Upgrades) project, in the amount of \$188,500.00; and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of the Professional Services Agreement with Pacheco Koch, LLC., to provide professional engineering services for the Kirkpatrick 12-Inch Water Line Phase 2 project, in the amount of \$106,921.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve the Professional Services Agreement with Pacheco Koch, LLC., to provide professional engineering services for the Kirkpatrick 12-Inch Water Line Phase 2 project, in the amount of \$106,921.00; and authorization for the Mayor to execute same on behalf of the Town.

8. 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.

Item 8 was removed from the agenda by Town staff for administrative purposes and will be rescheduled for a future date, therefore there was no action taken.

9. Consider approval of the removal of existing carpet, purchase, and installation of new carpet for the Police and Courts Facility Upgrades project, in the amount of \$97,749.30, to Mohawk Carpet Distribution, INC/AF Services.

DRAFT MOTION: Move to approve the removal of existing carpet, purchase, and installation of new carpet for the Police and Courts Facility Upgrades project, in the amount of \$97,749.30, to Mohawk Carpet Distribution, INC/AF Services.

10. Consider approval of the Amendment (AIA Document G802-2007) to the Professional Service Agreement (AIA Document B101-2007 dated April 11, 2016) from Oxley Williams Tharp Architects, to perform the Architectural and Engineering design services for the Storage Warehouse project, in the amount of \$64,700.00; and authorization for the Mayor to execute same on behalf of the Town.

DRAFT MOTION: Move to approve the Amendment (AIA Document G802-2007) to the Professional Service Agreement (AIA Document B101-2007 dated April 11, 2016) from Oxley Williams Tharp Architects, to perform the Architectural and Engineering design services for the Storage Warehouse project, in the amount of \$64,700.00; and authorization for the Mayor to execute same on behalf of the Town.

Councilmember Bryan Webb moved to approve by consent Items 1 – 7; 9 – 10. Councilmember Jason Webb 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: B WEBB, MCDANIEL, BRYANT, J WEBB, FOREST

NAYS: NONE

K. REGULAR ITEMS

11. Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2018, and resolving all matters incident and related thereto.

Staff Presentation

Ms. Wallace indicated the certificates of obligations are for the expansion and renovations of the library. Mr. John Martin, Hilltop Securities, provided a summary of the bond ratings report, bid summary, analysis of the transaction, notice of sale, and offering document. He also indicated the Town's AAA rating was affirmed. He responded to questions from Council as follows:

- Clarification regarding the true interest cost of the Town issuing debt

There was Council discussion as follows:

- How in reality the Town is saving money by issuing debt now, especially when you take into account the rate of inflation, and particularly in the construction industry
- Summary of a discussion Mayor Hayden had with Library Director Sue Ridnour and what the Town can do once the remodel gets done to encourage reading in the community
- How the Park Board will soon be considering what to do with the land adjacent to the Library and public input is encouraged as to how to activate that area

Deputy Mayor Pro Tem McDaniel moved to approve an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2018, and resolving all matters incident and related thereto. Councilmember Forest seconded the motion.

ORDINANCE NO. 01-18

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2018"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE TOWN AND A LIMITED PLEDGE OF THE NET REVENUES DERIVED FROM THE OPERATION OF THE TOWN'S WATERWORKS AND SEWER SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

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

NAYS: NONE

Motion passed

12. Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on the Glidewell Addition residential development. The specimen tree is located at 3551 Shady Trail. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its January 2, 2018, meeting).

Staff Presentation

Mr. Hoefert gave a presentation identifying or noting:

- Project location
- Project information
- Tree survey
- Photograph of the tree

and he responded to questions from Council as follows:

- What are the mitigation requirements for this request

Mayor Hayden opened the Public Hearing at 7:11 p.m. No one spoke in support, opposition, or had questions/comments. Mayor Hayden closed the Public Hearing at 7:11 p.m.

Councilmember Jason Webb moved to approve an application for a tree removal permit for one (1) specimen tree on the Glidewell Addition residential development. The specimen tree is located at 3551 Shady Trail. Councilmember Bryan Webb seconded the motion.

VOTE ON MOTION:

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

NAYS: NONE

Motion passed

13. Consider establishing rules for electioneering at polling locations.

Staff Presentation

Ms. Scott gave a presentation identifying or noting:

- Background information
- Definition of Electioneering
- Examples from other Texas cities and similarities summary
- Options for consideration at the Police/Courts and Library polling locations

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

- When is the drawing for positions on the ballot
- Who enforces the 100' buffer regulations and who would enforce the 150' buffer should that be adopted
- Have there been formal complaints from people not being able to find parking when they go to the courts facility or police department
- Was there designated parking in the past for candidates
- Interest in having a future agenda item as it relates to the Town's regulation that prohibits putting up a political sign within a 20' utility easement

There was Council discussion as follows:

- Interest in having some type of policy that dictates where to park so it doesn't impede parking at the polling locations for those needing to conduct business at those sites
- How there can be a series of elections in any given year and implications on having designated parking stalls for candidates and supporters in all of those elections
- Not in favor of having multiple sets of rules at different locations
- Anything that is done needs to be consistent across all locations
- Whether electioneering deters people from going to vote
- Possibility of drawing a line in the middle (having a north and south) to avoid being inundated with people coming up to talk to you when going to vote
- Preference for option 2 (150' buffer) as it gives a little more room in pushing back electioneering a little bit further from the building
- Concerns regarding limiting where someone can talk
- Understand the need to move the tents away from the edge of the 100' marker
- Allowance of walking and talking outside of the 100'; however, any set up with tents should be beyond the 150' marker
- Like the idea of preserving more parking spaces for Town business purposes so some expansion of the buffer would be prudent
- Concerns regarding dictating where the designated area would be because you don't know how many people will be participating in any given election
- If the purpose of this item is to get rid of the gauntlet effect (intimidation felt by the public when being approached by a candidate) it will fail because freedom of speech is still there and the gauntlet is created by the people
- Clarification regarding intentions
- Interest in whatever radius is decided it needs to be defined with some type of permanent striping
- Possibility of a hard rule of no RV or trailer parking
- Option of the soft approach in that while candidates are coming in for a place on the ballot staff could show them where they should park
- How any regulations applied would just be on Town owned property
- Possible use of signs to denote spots for Town business and/or voting
- What would be the policing aspects
- Past election turn out and lack of parking
- How pushing out the line to 150' is in reality a long way and a candidate would not have an opportunity to interface with the public
- Possibility of having an electioneering agreement that would include fair practices as it relates to electioneering

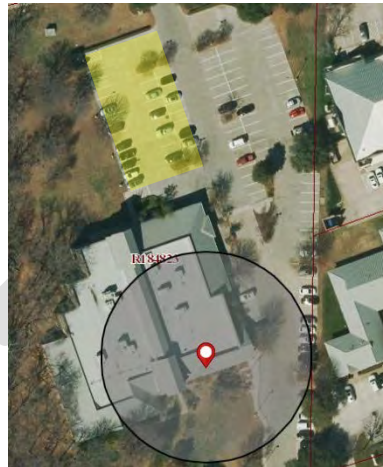
There was general Council consensus to administratively handle the aspects of electioneering at the polling locations of the courts/police during early voting and on election day at the library as follows:

- Maintain the 100' electioneering buffer as it exist today
- Designate specific areas (identified in the diagram below) at both the municipal court/police building and library for candidate and supporter parking, and to be clearly defined on the property such as with the use of a permanent painted line, and communicate that information to ISD candidates. This designated area excludes electioneering set up such as the use of tents and/or tables.

Courts/Police



Library



- no trailer or recreational vehicle (RVs) allowed
- one shade structure/tent per candidate and not to exceed the dimensions of a single standard parking space

and with the understanding that enforcement and penalties could be considered in the future should there not be voluntary compliance from the candidates and supporters.

14. Possible application of Tax Increment Financing or other tax incentive mechanisms for the Lakeside Business District area.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Discussed/potential projects (Lakeside Village and Lakeside Business District)
- What Tax Increment Reinvestment Zone (TIRZ) District funds can be used for
- Steps to create a TIRZ
- Overall concept of Lakeside Village
- Potential TIRZ contribution as it relates to Lakeside Village and additional considerations
- Lakeside Village proposed project costs

And she or Mr. Stathatos responded to questions from Council as follows or offered comments:

- participation impact from other taxing entities relative to interest and at what point is the Town committed to establishing the TIRZ and moving forward
- How staff would like to know if any member of Council is completely against the concept of a TIRZ because going forward there will be cost incurred

There was Council discussion as follows:

- How there are a lot of layers involved
- How a TIRZ District shouldn't be formed without the zoning
- Tax base overall and how this area would increase the Town's tax base by 10%
- How Lakeside Village is just one piece as there are areas in the Lakeside Business District that include both Denton and Tarrant County
- The possibility of making a large TIRZ with lower percentages
- What is the general match for the Town looking like
- What is the monies that Tarrant County might contribute if they would be interested in participation
- Why the Lakeside Village is primarily being considered
- How the TIRZ should be short term and defined
- How there are a lot of questions that need to be answered; however, that will all depend on the level of participation from the various taxing entities
- Concerns regarding timing
- How if a fine arts center was to come forward, there could be a secondary purpose that could offer some additional revenue for the Town by making it part of a hotel project, as they could lease that space in coordination with various events

There was Council consensus to move forward with the process associated with creating a Tax Increment Reinvestment Zone (TIRZ) District, with a primary focus on Lakeside Village; however, to also consider other options that may include a larger scope within the Lakeside Business District area. In addition, there was consensus to pursue the possible inclusion of a fine arts center and possible relocation of the Stewart home as part of the TIRZ exploration process.

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.

- a. Discuss and consider appointment of Chair to the TIRZ #1 board.

Councilmember Bryan Webb moved to appoint Paul Stone to serve as Chair of the Tax Increment Reinvestment Zone (TIRZ) No. 1 effective immediately. Councilmember Claudio Forest seconded the motion.

There was Council discussion as follows:

- Explanation of the process as it relates to term expirations for TIRZ Board members, as it's different than most boards with a December 31st term expiration date instead of September 30th. In addition, the Council holds the responsibility of appointing the chair for the TIRZ Board, which is also different from the other boards.

VOTE ON MOTION:

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

NAYS: NONE

Motion passed

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:52 p.m. on January 18, 2018, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, and 551.072 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney,, and reconvened into an open meeting at 9:29 p.m. on January 18, 2018, to take action on the items 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.

No action taken.

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

No action taken.

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

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 9:29 p.m. on Thursday, January 18, 2018, 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: February 5, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 5, 2018, for the offices of Mayor, Town Council Place 2, and Town Council Place 4.

BACKGROUND INFORMATION: The Town's General Election was previously held on the second Saturday in May. This date was changed to the first Saturday in May as a result of the 84th Texas Legislative Session (2015). Mayor, Council Member Place 2, and Council Member Place 4 shall be elected at the general election.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed resolution calls for the May 5, 2018, election, and establishes the procedures for the election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$8,200.00

Proposed Expenditure:	Account Number(s):
\$ 5,200 (Estimated Denton County Contract)	100-610-10300-5110
\$ 800 (Estimated language translation service – Spanish and Vietnamese)	
\$ 400 (Tarrant County Contract)	100-610-10300-5110
\$ 1,800 (required newspaper publications)	100-610-10300-5040

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

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

ATTACHMENTS:

1. Draft resolution

DRAFT MOTION: Move to approve a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 5, 2018, for the offices of Mayor, Council Member Place 2, and Council Member Place 4.

TOWN OF FLOWER MOUND**RESOLUTION NO. __-18**

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 5, 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.

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, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election of a Town may be held on such day; and,

WHEREAS, state law and the charter of the Town of Flower Mound require that a general election be held; and,

WHEREAS, by this Resolution, it is the intention of the Town Council to officially call the general election and establish the election procedures for that election.

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

SECTION 1

GENERAL ELECTION CALLED: A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 5, 2018, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

MAYOR – For a three year term ending May, 2021

COUNCIL MEMBER, PLACE 2 – For a two year term ending May, 2020

COUNCIL MEMBER, PLACE 4 – For a three year term ending May, 2021

The election precincts and voting places of said election shall be as set forth in *Exhibit A* of this Resolution.

SECTION 2

APPLICATION FOR A PLACE ON THE BALLOT: Any eligible and qualified person shall have their name printed upon the official ballot as a candidate for the offices herein set forth by filing their sworn application with the Town Secretary not earlier than January 17, 2018, and not later than 5:00 p.m. February 16, 2018. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

RESOLUTION NO. __-18

SECTION 3

AGREEMENT WITH DENTON AND TARRANT COUNTIES: Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and offer applicable statutes and laws.

SECTION 4

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES: Election judges for the general election shall be appointed by Denton County and Tarrant County respectively as authorized by Chapter 271, of the Texas Election Code.

SECTION 5

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

Early Voting by personal appearance shall be conducted beginning on April 23, 2018, and continuing through May 1, 2018, at the Flower Mound Municipal Court Building, 4150 Kirkpatrick Ln., Flower Mound, Texas or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A101, Denton, Texas on the following days and times:

Date	Time
April 23 – 27 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 28 (Saturday)	8:00 a.m. – 5:00 p.m.
April 30 – May 1 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

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

(b) Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on April 20, 2018. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

(c) **EARLY VOTING - TARRANT COUNTY:** The Acting Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

RESOLUTION NO. __-18

Early Voting by personal appearance shall be conducted beginning on April 23, 2018, and continuing through May 1, 2018, at the REC of Grapevine, 1175 Municipal Way, Grapevine, Texas or at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
April 23 – 27 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 28 (Saturday)	7:00 a.m. – 7:00 p.m.
April 29 (Sunday)	11:00 a.m. – 4:00 p.m.
April 30 – May 1 (Monday - Tuesday)	7:00 a.m. – 7:00 p.m.

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

(d) Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on April 20, 2018. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

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

SECTION 6**METHOD OF VOTING:****Denton County:**

Early voting in Denton County shall be conducted using Denton County's Hart Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

Tarrant County:

Early voting in Tarrant County by personal appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the

RESOLUTION NO. __-18

employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

SECTION 7

GOVERNING LAW AND QUALIFIED VOTERS: The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 8

PUBLICATION AND POSTING OF NOTICE OF ELECTION: Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

SECTION 9

RUN-OFF ELECTION: In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on Saturday, June 16, 2018.

SECTION 10

NECESSARY ACTIONS: The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 11

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 5th DAY OF FEBRUARY, 2018.

APPROVED:

ATTEST:

Thomas E. Hayden, MAYOR

Theresa Scott, TOWN SECRETARY

RESOLUTION NO. __-18

EXHIBIT A**Polling Places****Election Day - May 5, 2018:**

Polling Place	Precinct Number(s)
Flower Mound Police and Municipal Court Building (Community Room) 4150 Kirkpatrick Lane, Flower Mound	3024, 3026, 3027, 3028, 3029, 3030, 3031, 3033
Flower Mound Public Library (Community Room) 3030 Broadmoor Lane, Flower Mound	3025, 4023, 4024, 4025, 4026, 4027, 4028, 4029
REC of Grapevine, 1175 Municipal Way, Grapevine, 76051	3321 (Tarrant County voters)

Early Voting – Denton County

Precinct Number(s): 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3033, 4023, 4024, 4025, 4026, 4027, 4028, 4029

Polling Place: Flower Mound Municipal Court Building, 4150 Kirkpatrick Ln, Flower Mound

Date	Time
April 23 – 27 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 28 (Saturday)	8:00 a.m. – 5:00 p.m.
April 30 – May 1 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Other polling places in Denton County will be determined in accordance with the election contract.

Early Voting – Tarrant County

Precinct Number: 3321

The REC of Grapevine, 1175 Municipal Way, Grapevine

Date	Time
April 23 – 27 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 28 (Saturday)	7:00 a.m. – 7:00 p.m.
April 29 (Sunday)	11:00 a.m. – 4:00 p.m.
April 30 – May 1 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 5, 2018

FROM: Eric V. Greaser, Fire Chief 

ITEM: **Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: This item is to consider the approval of an Interlocal Cooperation Agreement between Denton County and the Town to provide emergency medical services to an unincorporated area of Denton County for the benefit of the citizens of Denton County. Since 1982, the Town has received annual funding for the provision of fire protection to a small area of unincorporated Denton County. The contract area consists of mainly low-density housing and tracts of undeveloped land with an estimated service population of less than 100 residents.

FISCAL IMPACT: \$34,790.00

Proposed Revenue Source:	Account Number(s):
Payment from Denton County of \$34,790.00 (rounded) which includes a fixed sum of \$34,138.05 based on population and \$137.65 based on rural mileage. In addition, a fee of \$257.13 per EMS call will be paid. The number of calls varies, but it is estimated to be two for FY 17-18.	100-4605

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

LEGAL REVIEW: No alteration to the legal content of this agreement, which was originally approved by Cara White, of Taylor, Olson, Adkins, Sralla, Elam, LLP, was made.

ATTACHMENTS:

1. Interlocal Cooperation Agreement for Ambulance Service

DRAFT MOTION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of ambulance services for the benefit of the citizens of Flower Mound and Denton County, and authorize the Mayor to execute same on behalf of the Town.

THE COUNTY OF DENTON

§
§
§
§TOWN OF FLOWER MOUND
AMBULANCE SERVICES

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2017, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the Town of Flower Mound, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the Town of Flower Mound; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2017, and ending on September 30, 2018.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
 - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 - 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of Town of Flower Mound in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.

PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.

COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$34,790.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4944 per capita; said sum computes to \$34,138.05.
2. A fixed sum of \$257.1269 per ambulance transport for an estimated maximum amount of \$514.25. Said sum is based upon 2 transports made by **AGENCY** in fiscal year 2017.
3. A fixed sum based on .20 rural miles in the agreed operating territory; said sum computes to \$137.65.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an "ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.

RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.

APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to

the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.

DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.

TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

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

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

AGENCY:

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

By _____
Mary Horn
Denton County Judge

By _____
Name _____
Title _____

Acting on behalf of and by the
authority of Denton County
Commissioners Court of
Denton County, Texas

Acting on behalf of and by the
authority of the Town of Flower Mound

DATED: _____

DATED: _____

ATTEST:

ATTEST:

BY: _____
Denton County Clerk

BY: _____
Town Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

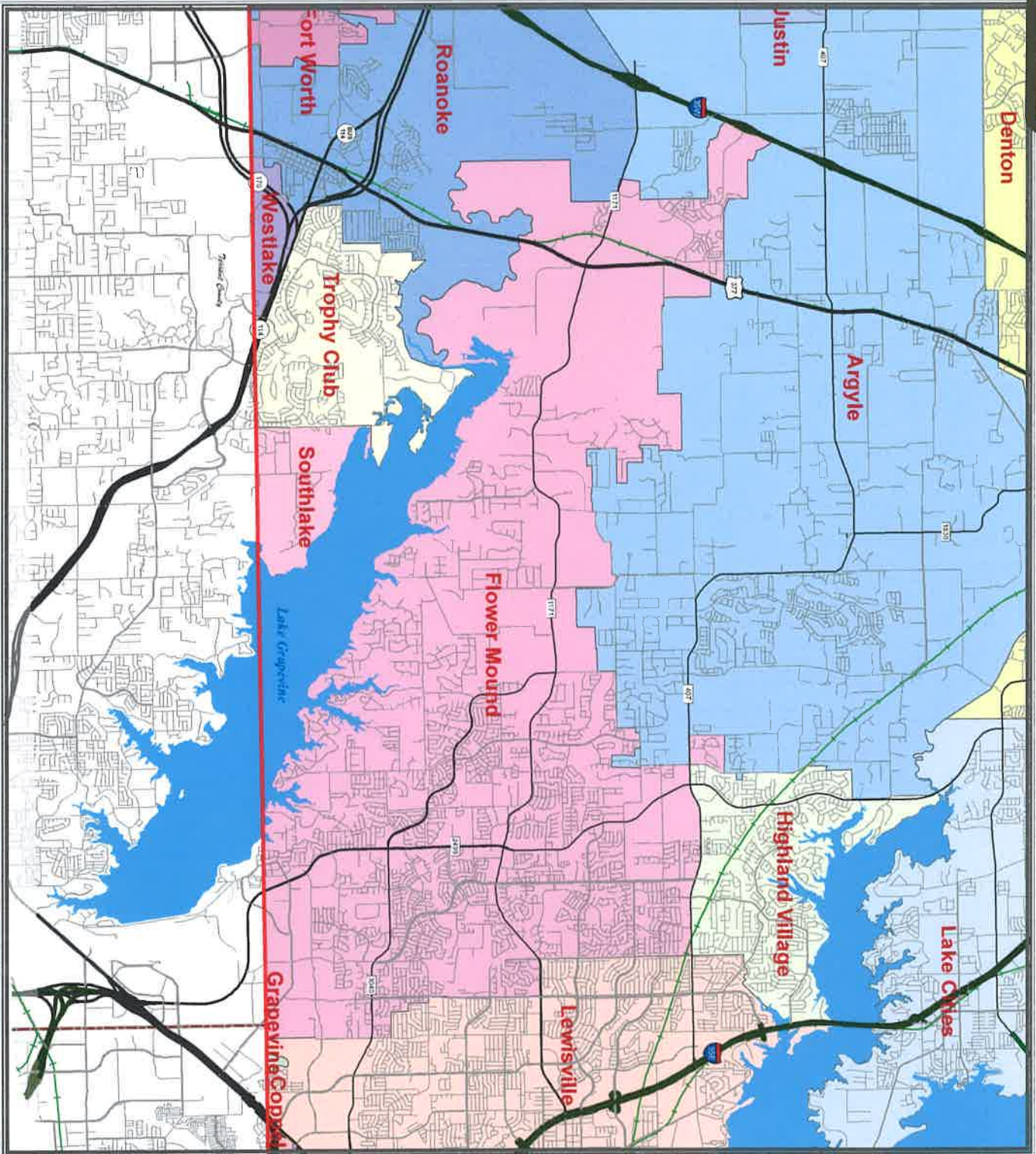
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Denton County under this Agreement.

James Wells, Denton County Auditor

Flower Mound EMS District

Flower Mound EMS District



INTERSTATE
U.S. HIGHWAY
STATE HIGHWAY
PAVED ROAD
UNPAVED ROAD
RAILROAD
CITY LIMITS
COUNTY LIMITS
LAKES & RIVERS



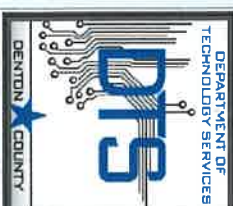
The product is a two dimensional program, and may contain both, installed or off the shelf, hardware and software. It may be suitable for both engineering and non-engineering personnel, and requires only the minimum of training to use. It is suitable for use on either desktop or laptop computers.

Denton County Council of America has the authority and security of any authority on the product and we do not require any intermediate throughs.

This product may be viewed at any time without any fee.

CONTACT INFORMATION

LAURENCE W. GALT, GALT ASSOCIATES, LLC
PHONE: 988.688.0000
FAX: 988.688.0000
WWW: www.galtassociates.com





TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 5, 2018

FROM: Eric V. Greaser, Fire Chief 

ITEM: Consider approval of an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item is to consider the approval of an Interlocal Cooperation Agreement between Denton County and the Town to provide Flower Mound fire protection services to an unincorporated area of Denton County for the benefit of the citizens of Denton County. Since 1982, the Town has received annual funding for the provision of fire protection to a small area of unincorporated Denton County. The contract area consists of mainly low-density housing and tracts of undeveloped land with an estimated service population of less than 100 residents.

FISCAL IMPACT: \$10,550.00

Proposed Revenue Source:	Account Number(s):
Payment from Denton County of \$10,000.00 up front annual flat fee, plus \$550.00 per fire call. The number of calls varies, but is estimated to be one.	100-4605

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

LEGAL REVIEW: No alteration to the legal content of this agreement, which was originally approved by Cara White, of Taylor, Olson, Adkins, Sralla, Elam, LLP, was made.

ATTACHMENTS:

1. Interlocal Cooperation Agreement for Fire Protection Services

DRAFT MOTION: Move to approve an Interlocal Cooperation Agreement with Denton County for the provision of fire protection services for the benefit of the citizens of Flower Mound and Denton County, and authorize the Mayor to execute same on behalf of the Town.

THE COUNTY OF DENTON§
§
§
§**TOWN OF FLOWER MOUND
FIRE DEPARTMENT****STATE OF TEXAS****INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES**

THIS AGREEMENT, which has an effective date of October 1, 2017, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the Town of Flower Mound Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the Town of Flower Mound; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2017, and ending September 30, 2018.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the Town of Flower

Mound in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*Flower Mound*" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 9060 Teasley Lane, Denton, Texas 76210-4010. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.

PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.

COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$550.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2017, to September 30, 2018. The **COUNTY** anticipates the **AGENCY** to run approximately 1 fire call for a total funding of **\$550.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$10,550.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

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

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

AGENCY

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

By _____
Mary Horn
Denton County Judge

By _____
Name _____
Title _____

Acting on behalf of and by the
authority of Denton County
Commissioners Court of
Denton County, Texas

Acting on behalf of and by the
authority of the Town of Flower Mound

DATED: _____

DATED: _____

ATTEST:

ATTEST:

BY: _____
Denton County Clerk

BY: _____
Town Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

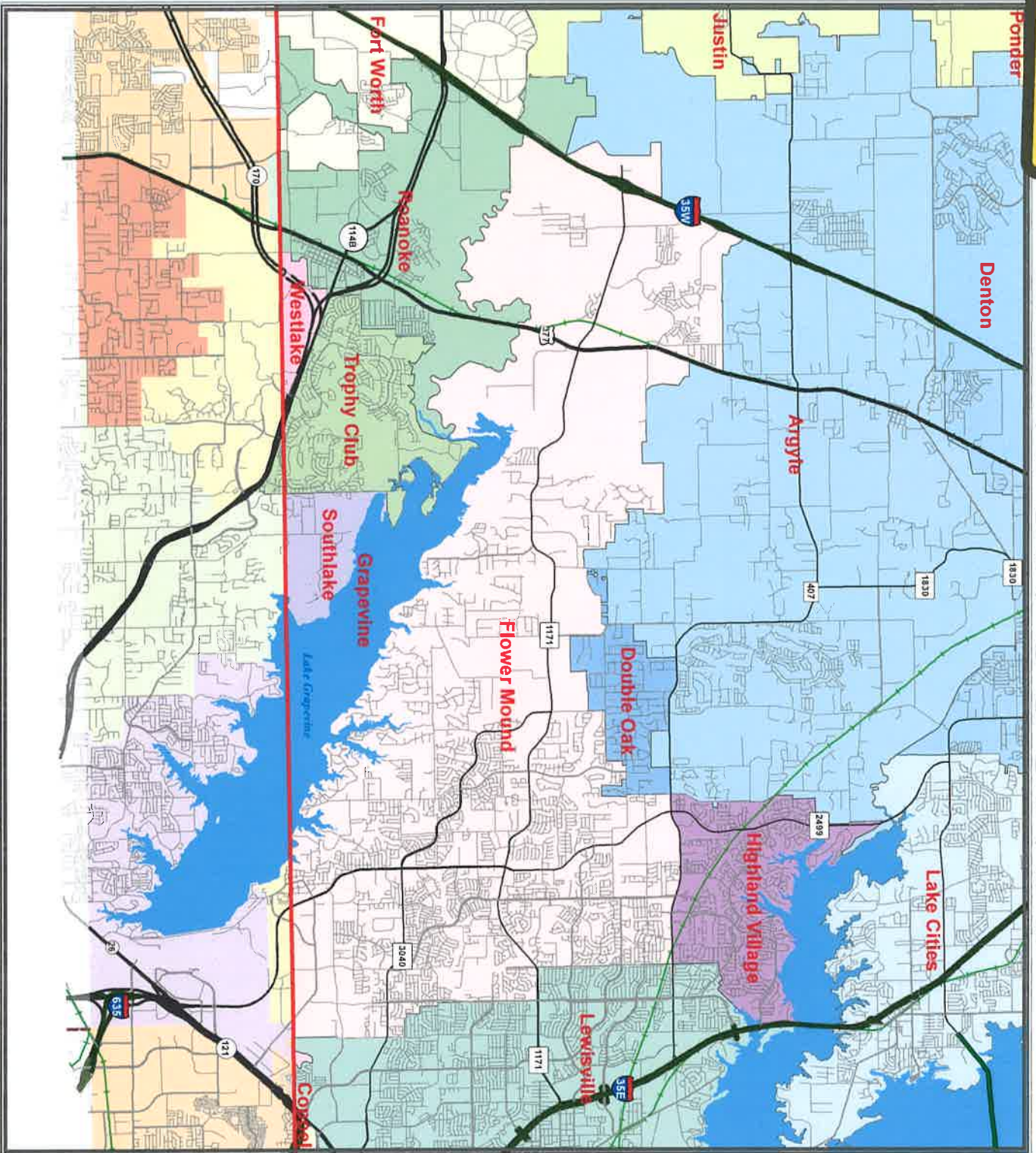
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to
accomplish and pay the obligation of Denton County under this Contract/Agreement.

James Wells, Denton County Auditor

DENTON COUNTY

Flower Mound Fire District



City Population

Denton: 180,000
 Lewisville: 100,000
 Flower Mound: 20,000
 Double Oak: 10,000
 Highland Village: 10,000

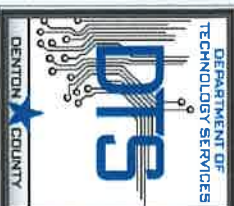
Legend:

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- TRAIL TO MARKET
- MAJOR THROUGHFARES
- MAJOR ROADS
- MAJOR DRAINAGE
- MAJOR CREEKS
- MAJOR RIVERS
- MAJOR LAKE
- MAJOR RAILROADS
- MAJOR AIRPORTS
- MAJOR STREETS
- MAJOR PONDS

Scale:

1 inch = 2.1 miles
 October 21, 2017

This project is for informational purposes only. It is not intended to be used for any other purpose. The project is subject to change without notice. The project is subject to change without notice. The project is subject to change without notice.





TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 5, 2018

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of an agreement with Crossfire Defense Academy and Range, in the amount of \$19,200.00, for dynamic training and qualification purposes; and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Flower Mound Police Department has explored options for several years to provide dynamic firearms training in a facility that is not impacted by weather or time of day. Dynamic firearms training is essential as it places officers in more realistic situations such as, shooting on the move, low light shooting, engaging multiple threats, shooting when physically fatigued, and other stress shooting exercises. The dynamic training options reviewed prior to the opportunity provided by Crossfire Defense Academy and Range have not been financially feasible or close enough proximity to the Town to consider. Currently, the Police Department has limited access to both Denton County and Grapevine outdoor ranges. These ranges are capable of meeting our minimum firearm training requirements for annual qualifications and some basic dynamic training. However, these ranges do not allow for the same level of training that can be achieved in an indoor range that is specifically designed for dynamic firearms training. The use of the Crossfire Defense Academy and Range would improve our department's training capability and increase our officer safety. The funds for this agreement were approved through the FY 17/18 budget, but had to be amended to reflect a prorated amount because of the delay associated with the opening of the business.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: There are no other known alternatives or options that are financially or logistically comparable.

FISCAL IMPACT: The full contract amount is \$19,200.00. The FY 2017-2018 amount will be \$12,800.00. The amount to be paid in FY 2018-2019 will be based on budget approval.

Proposed Expenditure:	Account Number(s):
\$12,800.00	100-640-43500-5110

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

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

ATTACHMENTS:

1. Facilities and Services Agreement

DRAFT MOTION: Move to approve an agreement with Crossfire Defense Academy and Range, in the amount of \$19,200.00, for training and qualification purposes; and authorization for the Mayor to execute same on behalf of the Town.

FACILITIES AND SERVICES AGREEMENT
TOWN OF FLOWER MOUND

THIS **FACILITIES AND SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **TOWN OF FLOWER MOUND** by and through its governing body, hereinafter called “Town” and **CROSSFIRE DEFENSE ACADEMY AND RANGE, LLC**, hereinafter called “Crossfire.”

RECITALS:

WHEREAS, Crossfire, a limited liability company organized and validly existing under the laws of the state of Texas, will operate a gun range in Flower Mound, Texas providing a range facility and additional services that benefit the Town’s Police Department; and

WHEREAS, Town, a municipality organized and validly existing under the laws of the state of Texas, desires to use the facilities of Crossfire and the services it provides as ongoing training for its Police Department; and

WHEREAS, Town and Crossfire desire to enter into this Agreement;

THEREFORE, the parties agree as follows:

SECTION ONE.
TERM

A. The term of this Agreement shall be in effect for a term beginning February 5, 2018, and ending on February 4, 2019.

B. Unless otherwise provided herein, either party may terminate this Agreement or any Scope of Work issued hereunder for convenience, without cause, at any time by providing at least ninety (90) days written notice of such termination to the other party. Upon any such termination, the Town shall pay Crossfire for all services performed prior to the date of termination in accordance with the terms herein.

C. In the event that neither party cancels this Agreement before the end of the sixtieth (60th) day preceding the last day of any one year term, this Agreement shall automatically renew for an additional one-year term.

**SECTION TWO.
SCOPE OF SERVICES AND RESPONSIBILITIES**

A. Crossfire's Responsibilities.

Provide, among other things, the following services:

1. Firearm training, including Texas Commission on Law Enforcement ("TCOLE) accredited hours (with certified instructors),
2. shooting lanes, shooting courses, interactive shooting drills,
3. firearm and self-defense instruction,
4. a fitness gym and gym training,
5. retail firearm and ammunition sales, and
6. Range Safety Officers.

B. Town's Responsibilities.

1. Subject to the hours and times set out in the Scope of Work attached hereto as Exhibit "A," as may be amended by agreement of the parties, Town shall provide a schedule to Crossfire listing the names of each officer authorized to use the facilities and services and his/her times of use.
2. Town shall provide payment to Crossfire in accordance with the terms set forth in the Scope of Work attached hereto as Exhibit "A".
3. Town shall ensure that each officer authorized to use the facilities and services shall do so in accordance with the Range Rules attached hereto as Exhibit "B."

C. Changes to Scope of Services.

Crossfire is expected to fulfill the terms of this Agreement within the parameters stated in this Agreement and the attached Scope of Work. However, if Town desires to expand the Scope of Work Town shall provide written notification to Crossfire (including a timeframe). Crossfire shall then provide to Town an updated service fee to include the expanded services requested by Town. If Town and Crossfire agree to the expanded Scope of Work and updated service fee, the Scope of Work shall be amended. Unless otherwise agreed to by the parties, no change in the Scope of Work shall serve to change any other terms of this Agreement.

D. Compliance with Laws.

Crossfire agrees to comply with all applicable federal, state and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.

E. Crossfire's Licenses and Permits.

Crossfire shall hold a current and valid business license issued by the Town of Flower Mound and all appropriate and necessary licenses to conduct its business which may be issued by any other local, state, or federal authorities, including, but not limited to, all required firearm display permits and authorizations. It is the responsibility of Crossfire to obtain all necessary licenses and permits and Town shall have no liability for Crossfire's failure to do so.

SECTION THREE. COMMENCEMENT

This Agreement shall come into effect when the authorized representatives of both parties executed and affixed their respective signatures to this Agreement in their duly authorized capacities. If the signatures are affixed on different dates, the date of the final signature shall be the date this Agreement comes into effect.

**SECTION FOUR.
COMPENSATION**

Town agrees to pay Crossfire for the services provided pursuant to this Agreement in accordance with the payment schedule set out on the attached Exhibit A.

**SECTION FIVE.
INDEMNIFICATION AND INSURANCE**

A. Crossfire shall indemnify and hold Town harmless from all loss sustained with respect to any suit, judgment, execution, claim or demand, including costs and attorneys' fees, which arise out of Crossfire's negligence in the performance of its obligations under this Agreement. Crossfire agrees to maintain and keep in full force and effect at all times during the term of this Agreement sufficient property damage, personal injury and public liability insurance coverage to protect Town and Crossfire against any such claims, suits, judgments, executions or demands.

B. To the extent permitted by law, Town shall indemnify and hold Crossfire harmless from all loss sustained with respect to any suit, judgment, execution, claim or demand, including costs and attorneys' fees, which arise out of Town's performance of its obligations under this Agreement or the negligence of each officer the Town authorizes to use the facilities and services. Town agrees to maintain and keep in full force and effect at all times during the term of this Agreement sufficient property damage, personal injury and public liability insurance coverage to protect Town and Crossfire against any such claims, suits, judgments, executions or demands.

C. All insurance policies and bonds as are required of Crossfire under this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Texas. Certificates of all coverage required under this Agreement shall be promptly filed by

Crossfire with Town in the office of the Town Clerk and shall be filed within 60 days of the effective date of this Agreement.

D. All insurance obtained by Crossfire shall be primary coverage for the risks insured and the insurance carried by Town shall be secondary coverage.

SECTION SIX RISKS

Town recognizes and acknowledges that participating in activities at the facilities involves intrinsic **RISKS, DANGERS AND HAZARDS, WHICH COULD INCLUDE DEATH**, stemming from the inherent risk associated with such activities, including the use of guns, the proximity to other shooters, the potential for falls, loading and unloading equipment and people, equipment failure, property damage, accidental shootings, the negligence of others, and any and all other risks generally associated with being a participant in such activities.

SECTION SEVEN. ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire agreement between the parties with respect to the provision of services by Crossfire and there are no other or further written or oral understandings or agreements with respect to such services. There shall be no variation or modification of this Agreement and no waiver of the provisions shall be valid unless in writing and signed by duly authorized representatives of Crossfire and Town. This Agreement supersedes all other agreements between the parties for the provision of services outlined in this Agreement.

**SECTION EIGHT.
INDEPENDENT CROSSFIRE RELATIONSHIP**

The parties agree that an independent Crossfire relationship is established under the terms and conditions of this Agreement. The parties further agree that employees of Crossfire shall not be deemed to be employees of Town and that employees of Town shall not be deemed to be employees of Crossfire.

**SECTION NINE.
ASSIGNMENT**

Neither Crossfire nor Town may assign or transfer this Agreement or any part of this Agreement without the express, written consent of the other party.

**SECTION TEN.
MISCELLANEOUS**

A. Any litigation arising from this Agreement shall be brought in a court of competent jurisdiction in Denton County, Texas and the laws of the State of Texas shall control any and all claims, disputes, litigation, and interpretation related to this Agreement.

B. At the conclusion of any litigation arising from this Agreement, the party found to be in breach shall be responsible to the other party for all costs (including but not limited to court costs, attorneys' fees, litigation expenses, witness fees and expenses, travel expenses and similar costs), prejudgment interest, post-judgment interest, fees, expenses and all damages incurred by the other party.

**SECTION ELEVEN
ENFORCEABILITY**

If any portion of this Agreement is deemed unenforceable due to operation of law or otherwise, all remaining provisions shall continue to operate in full force and the parties shall be bound thereby until the end of the Agreement term.

SECTION TWELVE.

This Agreement is executed on behalf of Town by the presiding officer of its governing body who is authorized to execute this instrument by action of the governing body, passed and duly recorded on the 5th day of February, 2018.

**CROSSFIRE DEFENSE ACADEMY
AND RANGE, LLC**

TOWN OF FLOWER MOUND

BY: _____
David Vaught, Managing Member

BY: _____
Thomas E. Hayden, Mayor

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF WORK

CROSSFIRE WILL PROVIDE:

Dynamic 10 lane access -

- 4 hours monthly in the morning from 0800-1200 - \$600/month
- 4 hours monthly in the evening from 1800-2200 - \$600/month
- 8 hours quarterly with 1 hour lunch break from 0800-1500 - \$1,200/quarter
- 1 RSO provided for safety brief/emergency protocols, to operate HVAC and dynamic range equipment target programming, and illumination.
- Scheduled as provided by Town and agreed to by Crossfire.

SERVICE FEES:

TOTAL: \$19,200/February 5, 2018 to February 4, 2019

PAYMENT TERMS:

Town shall pay to Crossfire, three installments of \$6,400. The first installment shall be due upon signing the Agreement. The second installment shall be due 90 days from the effective date. The final installment shall be due 270 days from the effective date.

This Scope of Work is subject to the FACILITIES AND SERVICES AGREEMENT between Crossfire and Town effective the 5th day of February, 2018. Facilities use or services not provided for herein will be subject to additional charges. Optional services and fees must be approved in writing.

EXHIBIT “B”**CROSSFIRE RANGE RULES**

Basic Firearm Safety is to be observed at all times:

- A.) ALWAYS treat all firearms as if they are loaded
- B.) NEVER point a firearm at anything other than a target supplied or approved by Crossfire
- C.) ALWAYS keep your finger off the trigger until you are ready to fire.
- D.) Always know what is behind your target.

AGE REQUIREMENTS

- 1. Shooters ages 8-18 years of age (minors) are ONLY allowed on the range with their parent or legal guardian who will sign a waiver and stay with them at all time
- 2. Federal law states you must be 21 to purchase, sell, rent or loan a handgun or ammunition. If you are between the ages of 18-21, you must furnish your own handgun and ammunition.

RANGE ETIQUETTE

- 1. All firearms that are not holstered should be cased in an unloaded position while going to or from the range.
- 2. Only authorized firearms and ammunition may be used.
- 3. All firearms and ammunition are subject to inspection by the Range Safety Officers (RSO).
- 4. Targets may be brought into the range ONLY if approved by a RSO.
- 5. Let the Range Counter Attendant know if you've never fired a gun before. We want to ensure that you have an enjoyable and safe visit and are honored you have chosen our facility.

6. Eye and ear protection is mandatory BEFORE entering the range. If you don't have your own, both are available in our retail store.

RANGE SAFETY RULES

1. Shooters are to obey the instructions of the RSO at all times.
2. Eye and ear protection is MANDATORY at all times unless a RSO has designated the range "cold" and has given verbal instruction on the contrary
3. Advise range personnel of any medical condition which could create a safety issue for you or others.
4. No firearm handling will be allowed outside the shooting stalls unless specifically instructed to do so by Crossfire staff.
5. If the "Cease Fire" command is given, all firearms are to be placed on the stall table or floor if table is not available and pointed down range. Shooters are then to make empty hands visible and back away from the firing line. Do not look around to see what the problem is, assume you are the problem.
6. Only one shooter in the shooting stall at a time, all other participants must be behind the safety line unless approved by RSO or assisting a minor.
7. All guns that are "benched" should be unloaded, action open, and magazine removed.
8. Do not load the firearm until ready to fire or given command to do so.
9. Shooters are to fire only one firearm at a time.
10. Under no circumstances may a firearm be passed to another person
11. Shooters should fire at their target only and only as rapidly as their ability permits.
Uncontrolled shooting resulting in damage to equipment is strictly prohibited. Violators will have range privileges revoked and will be held liable for damages.
12. Cross lane shooting is not permitted unless instructed to do so by Crossfire staff.

13. Under no circumstances may any implement or appendage cross forward of the firing line unless instructed to do so by RSO.
14. No food, drink, gum, tobacco or e-cigarettes are permitted inside the range.
15. RSO decisions or determinations are final and all commands are to be followed.
Complaints and disagreements can be handled with management outside of the shooting range area.
16. All federal, state, and local firearm laws MUST be obeyed.
17. Once you are done shooting, all firearms should be loaded back into your bag or case on the bench while still being pointed down range.
18. Pregnant women, or people subject to seizures, are not allowed on the range.
19. No one under the influence or suspected of being under the influence of alcohol or drugs will be allowed on the range.
20. If your firearm malfunctions, please lay it on the table pointing down range and ask for assistance. Do not remove the firearm from the shooting stall unless specifically instructed to do so by the RSO.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 5, 2018

FROM: Kari Biddix, Park Development Manager *KB*

ITEM: Consider approval of Change Order No. 1 and Final Acceptance of the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, for the Landscaping & Fencing, increasing the contract amount by \$11,946.90, and authorization for final payment to Construction Rent-A-Fence, Inc., in the amount of \$36,323.25; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Western Operations and Maintenance Facility (Temporary Fire Station No. 6) Landscaping & Fencing project is complete. This project included the perimeter fencing, decorative wall with logo, and masonry columns along Stonecrest Road, landscaping and irrigation. This item increases the original contract amount of \$236,921.00 by \$11,946.90 resulting in the contract amount of \$248,867.90. The \$36,323.25 final payment consists of \$12,716.90 for work completed, and \$23,606.35 of retainage.

FISCAL IMPACT: \$36,323.25

Proposed Expenditure:	Account Number(s):
\$36,323.25	630-960-98130

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

DRAFT MOTION: Move to approve Change Order No. 1, and Final Acceptance of the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, for the Landscaping & Fencing, increasing the contract amount by \$11,946.90, and authorize final payment to Construction Rent-A-Fence, Inc., in the amount of \$36,323.25; and authorize the Mayor to execute same on behalf of the Town.

CHANGE ORDER

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

Owner: Town of Flower Mound

Contractor: Construction Rent-A-Fence
21497 US Hwy 79
Taylor, TX. 76574

Project: Temporary Fire Station No. 6 Landscaping & Fencing

CHANGE ORDER NO. 1 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:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
5	5 GAL. PINK MUHLY GRASS	Deduct	14	EA	(\$55.00)	(\$770.00)
CO1-A	WEED BARRIER AT EAST OF BUILDING	Add	1	LS	\$150.00	\$150.00
CO1-B	GREAT PLAINS ROCK AT EAST OF BUILDING	Add	1.5	CY	\$186.33	\$279.50
CO1-C	RIVER ROCK AT EAST OF BUILDING	Add	4	CY	\$92.50	\$370.00
CO1-D	ENCLOSURE FOR RPZ	Add	1	LS	\$1,271.40	\$1,271.40
CO1-E	CONCRETE PAD AT RPZ	Add	1	LS	\$250.00	\$250.00
CO1-F	ADDITIONAL HARDWOOD MULCH	Add	13.5	CY	\$55.00	\$742.50
CO1-G	ADDITIONAL SOD	Add	28	SF	\$5.00	\$140.00
CO1-H	ADDITIONAL HYDROMULCH	Add	7843	EA	\$1.00	\$7,843.00
CO1-I	FITTINGS AND METER INSTALLATION	Add	1	LS	\$1,670.50	\$1,670.50
SUBTOTAL						\$11,946.90
Original Contract Price						\$236,921.00
Change Order No. 1						\$11,946.90
Revised Contract Price						\$248,867.90

Bid Item No. JUSTIFICATION

- 5 Only 34 plants of the 48 plants in the contract were planted.
- CO1-A Weed barrier was added to planting area east of the building.
- CO1-B Drainage rock was added to the planting area east of building.
- CO1-C A band of decorative river rock was added to the planting area east of building and around the patio to help to hold in place bark mulch & drainage rock.
- CO1-D The enclosure for the backflow preventor was not in the original project scope.
- CO1-E The concrete pad for the backflow enclosure was not in the original project scope.
- CO1-F Bark mulch was added to shrub beds that was not a part of the original scope.
- CO1-G Additional sod was used to cover areas specified on the plans.
- CO1-H The hydromulch amount on the original proposal was incorrect. This amount had to be added to the scope to cover all exposed disturbed soil.
- CO1-I The specification was not clear regarding the meter installation. Additional parts and labor were needed to complete the task.

Recommended
for ApprovalKarl Biddix
Park Development Manager

Date

Contractor

Date

Approved

Tom E. Hayden
Mayor, Town of Flower Mound

Date

Head of Operations
Contractor Title

Project: Temporary Fire Station No. 6 Landscaping & Fencing

Estimate No.: 3

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	6" Tall Tubular Steel Fence with 4 Bolt Base Plate bolted to top of headwall	LF	63.00	\$ 67.00	\$ 4,221.00	63.00	0.00	63.00	\$ 4,221.00	\$ -	\$ 4,221.00	100.00%
2	8" Tubular Steel Fence	LF	1,210.00	\$ 72.00	\$ 87,120.00	1210.00	0.00	1210.00	\$ 87,120.00	\$ -	\$ 87,120.00	100.00%
3	3" Caliper Chaste Tree, Container Grown	EA	5.00	\$ 1,000.00	\$ 5,000.00	5.00	0.00	5.00	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%
4	5 Gal, Southern Wax Myrtle, Container Grown	EA	10.00	\$ 55.00	\$ 550.00	10.00	0.00	10.00	\$ 550.00	\$ -	\$ 550.00	100.00%
5 CO1	5 Gal, Pink Muhly Grass	EA	34.00	\$ 55.00	\$ 1,870.00	34.00	0.00	34.00	\$ 1,870.00	\$ -	\$ 1,870.00	100.00%
6	3" Caliper Live Oak, Container Grown	EA	5.00	\$ 1,050.00	\$ 5,250.00	5.00	0.00	5.00	\$ 5,250.00	\$ -	\$ 5,250.00	100.00%
7	3" Caliper Cedar Elm, Container Grown	EA	9.00	\$ 1,050.00	\$ 9,450.00	9.00	0.00	9.00	\$ 9,450.00	\$ -	\$ 9,450.00	100.00%
8	3" Caliper Texas Redbud, Container Grown	EA	6.00	\$ 525.00	\$ 3,150.00	6.00	0.00	6.00	\$ 3,150.00	\$ -	\$ 3,150.00	100.00%
9	3" Caliper Yaupon Holly Tree, Container Grown	EA	10.00	\$ 900.00	\$ 9,000.00	10.00	0.00	10.00	\$ 9,000.00	\$ -	\$ 9,000.00	100.00%
10	Bermuda Sod	SF	732.00	\$ 5.00	\$ 3,660.00	732.00	0.00	732.00	\$ 3,660.00	\$ -	\$ 3,660.00	100.00%
11	Double Swing Gate	EA	1.00	\$ 4,500.00	\$ 4,500.00	1.00	0.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%
12	Motorized Gate with Card Reader	EA	1.00	\$ 18,500.00	\$ 18,500.00	1.00	0.00	1.00	\$ 18,500.00	\$ -	\$ 18,500.00	100.00%
13	Decorative Screen Wall, Columns, and Mow Strip	LS	1.00	\$ 63,179.25	\$ 63,179.25	1.00	0.00	1.00	\$ 63,179.25	\$ -	\$ 63,179.25	100.00%
14	12' x 12' Pavestone Picnic Pad	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100.00%
15	Irrigation System Installation	EA	1.00	\$ 16,500.75	\$ 16,500.75	1.00	0.00	1.00	\$ 16,500.75	\$ -	\$ 16,500.75	100.00%
16	Hydromulch	SF	1,700.00	\$ 1.00	\$ 1,700.00	1700.00	0.00	1700.00	\$ 1,700.00	\$ -	\$ 1,700.00	100.00%
CO1-A	Weed Barrier at East of Building	LS	1.00	\$ 150.00	\$ 150.00	0.00	1.00	1.00	\$ -	\$ 150.00	\$ 150.00	100.00%
CO1-B	Great Plains Rock at East of Building	CY	1.50	\$ 186.33	\$ 279.50	0.00	1.50	1.50	\$ -	\$ 279.50	\$ 279.50	100.00%
CO1-C	River Rock at East of Building	CY	4.00	\$ 92.50	\$ 370.00	0.00	4.00	4.00	\$ -	\$ 370.00	\$ 370.00	100.00%
CO1-D	Enclosure for RPZ	LS	1.00	\$ 1,271.40	\$ 1,271.40	0.00	1.00	1.00	\$ -	\$ 1,271.40	\$ 1,271.40	100.00%
CO1-E	Contrete Pad at RPZ	LS	1.00	\$ 250.00	\$ 250.00	0.00	1.00	1.00	\$ -	\$ 250.00	\$ 250.00	100.00%
CO1-F	Additional Hardwood Mulch	CY	13.50	\$ 55.00	\$ 742.50	0.00	13.50	13.50	\$ -	\$ 742.50	\$ 742.50	100.00%
CO1-G	Additional Sod	SF	28.00	\$ 5.00	\$ 140.00	0.00	28.00	28.00	\$ -	\$ 140.00	\$ 140.00	100.00%
CO1-H	Additional Hydromulch	EA	7,843.00	\$ 1.00	\$ 7,843.00	0.00	7843.00	7843.00	\$ -	\$ 7,843.00	\$ 7,843.00	100.00%
CO1-I	Fittings and Meter Installation	LS	1.00	\$ 1,670.50	\$ 1,670.50	0.00	1.00	1.00	\$ -	\$ 1,670.50	\$ 1,670.50	100.00%
TOTAL					248,867.90				236,151.00	12,716.90	248,867.90	100.00%

SURETEC INSURANCE COMPANY

9737 Great Hills Trail, Suite 320, Austin, Tx 78759

**CONSENT OF SURETY
TO FINAL PAYMENT**

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

BOND NO.: 4414443

TO OBLIGEE:*(Name and Address)*

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

CONTRACT FOR:

Landscaping and Fencing Bid 2017-77

PROJECT:*(Name and Address)*

Temporary Fire Station 6
Flower Mound, TX

CONTRACT DATED:

August 7, 2017

PRINCIPAL:

Construction Rent-A-Fence, Inc.

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759

, SURETY,

on bond of

(Insert name and address of Contractor) Construction Rent-A-Fence, Inc.

P.O. Box 65
Thrall, TX 76578

, CONTRACTOR,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to

(Insert name and address of Obligee) Town of Flower Mound, TX

2121 Cross Timbers Rd, Flower Mound, TX 75028

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 19, 2018

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

SureTec Insurance Company

(Surety)*(Signature of authorized representative)*

Katie Rogers

, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal): Alicia Crumbrides

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Tracy L. Miller, Gary B. McElroy, Alicia Grumbles, William Mitchell Jennings, Katie Rogers

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 12th day of May, A.D. 2017.

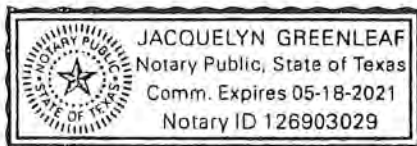
SURETEC INSURANCE COMPANY

By: John Knox Jr., President

State of Texas SS:
County of Harris



On this 12th day of May, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of January, 2018, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Contractor's Affidavit of Final Payment

THE STATE OF TEXAS)
)
 COUNTY OF DALLAS)

CONTRACTOR'S AFFIDAVIT OF
 FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared ("Affiant"), who, after being by me duly sworn, deposes and says that the Wendy Ford for Construction Rent-A-Fence, Inc. Corporation (corporation, partnership, trade name) of Williamson County, State of Texas (the "Contractor", which said Contractor was awarded the contract for Temporary Fire Station # 6 (the Work)), for a total consideration \$ 248,867.90 to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That The Town of Flower Mound (the "Owner") has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of \$ 248,867.90

as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

Construction Rent-A-Fence, Inc.
 By Wendy Ford (Affiant)
Wendy Ford (Print Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the 19 day of Jan., A. D. 2018



Aaron Armstrong
 Notary Public, in and for the State of Texas
Aaron Armstrong (Printed Name of Notary)

My commission expires 5/23/18



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 5, 2018

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Professional Services Agreement with Brown Reynolds Watford Architects, Inc., to provide design services and construction documents associated with the Fire Station No. 7 project, in the amount of \$399,600.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town issued Solicitation No. 2018-6-B Statement of Qualifications (SOQ) for the design of Fire Station No. 7, and fourteen firms responded. An Evaluation Committee comprised of the Acting Executive Director of Public Works, Fire Command staff, Facilities Director, and CIP Construction Manager, reviewed the submittals and scored each submittal based on the published evaluation criteria. The top four scored firms were interviewed by the Evaluation Committee. Brown Reynolds Watford Architects (BRW) was selected as the most qualified firm.

Town Council approved the preliminary plat of the River Oaks Estates Addition in 1985 which included the dedication of a one-acre site to the Town with frontage on Skillern Road for the construction of a fire substation near the intersection of Wichita Trail and Skillern Road. Following a June 2000 Insurance Services Office evaluation, the site on Skillern was confirmed as a preferred site for a future fire station. In 2017, an additional regrading of the Town's fire protection reconfirmed an ongoing gap in coverage and service delivery. The recognized response time standard is to be able to arrive on scene and begin operations 4-6 minutes from the time of the alarm. Flower Mound Fire and Emergency Services response time studies confirm that with the addition of Fire Station No. 7 at this location the standard will be met.

FISCAL IMPACT: \$399,600.00

Proposed Expenditure:	Account Number(s):
\$399,600.00	533-111-50082

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

LEGAL REVIEW: The professional services agreement was approved by Jeremy Page with Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve a Professional Services Agreement with Brown Reynolds Watford Architects, Inc., to provide design services, construction documents and construction administration associated with the Fire Station No. 7 project, in the amount of \$399,600.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
BROWN REYNOLDS WATFORD ARCHITECTS**

This contract is entered into on this 5 day of February, 2018, 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 **Brown Reynolds Watford Architects**, ("hereinafter referred to as "CONSULTANT") whose address is 3535 Travis Street, Suite 250, Dallas, TX 75204.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to Architectural, Engineering, Surveying, Design and providing construction documents for Fire Station # 7 project; and

WHEREAS, CONSULTANT is an Architectural 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 Fire Station #7 project specifically including, but not necessarily limited to, the tasks enumerated more fully in Exhibit "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 Exhibit "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 Three Hundred Ninety Nine Thousand Six Hundred and No/100 Dollars (\$399,600.00). 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 percentage complete basis in accordance with Exhibit "B"; provided however that this Contract shall control in the event of any conflict between the language in Exhibit "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, cancellation, nonrenewal, a notice thereof shall be given to TOWN by certified mail to:

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 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 cancellation, nonrenewal 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, 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, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE

PERFORMANCE OF THIS CONTRACT. 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:

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 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:

Gary DeVries, AIA
Principal
Brown Reynolds Watford Architects
3535 Travis Street
Suite 250
Dallas, TX 75204
214 528-8704 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**

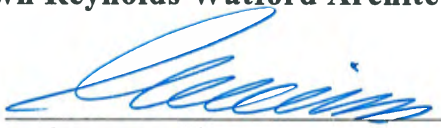
By: _____
The Honorable Thomas E Hayden
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Brown Reynolds Watford Architects

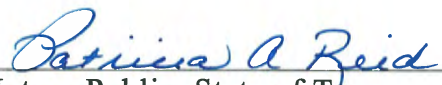
By: 
 Name: Gary DeVries, AIA
 Title: Principal

Date Signed: 1/10/18

State of Texas §
 §
 County of Dallas §

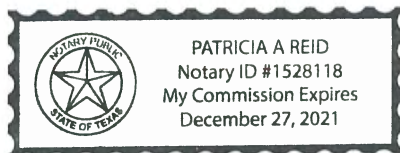
This instrument was acknowledged before me on the 10th day of January, 2018, by Gary DeVries, AIA in his capacity as Principal of Brown Reynolds Watford Architects, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Brown Reynolds Watford Architects

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10th DAY OF Jan 2018.


 Notary Public, State of Texas

My Commission Expires:

December 27, 2021



Contract Exhibit A – Scope of Services

January 10, 2018

David Bauer
Construction Manager
Town of Flower Mound
1001 Cross Timbers Rd.
Suite 2330
Flower Mound, TX 75028

PROFESSIONAL SERVICES PROPOSAL FOR THE TOWN OF FLOWER MOUND FIRE STATION NO. 7

Brown Reynolds Watford Architects are pleased to submit this professional services proposal for Fire Station No. 7. The project scope and budget, along with our proposed team, scope of services, project schedule, and compensation are described below.

PROJECT SCOPE AND BUDGET

We understand the project scope is a new approximately 10,000 SF fire station containing two (2) apparatus bays and associated living quarters. The project site is approximately one (1) acre located along Skillern Blvd., just north of the Coram Deo Academy. The project scope currently excludes the boat house.

The Owner's portion of the total project budget allocated for construction is \$4.0 million (construction cost limit - CCL).

The Architect will prepare one set of Contract Documents and the Owner will have one lump sum construction contract negotiated through a Competitive Sealed Proposals bid process.

PROJECT TEAM

- | | |
|------------------------------|-----------------------------------|
| • BRW Architects, Inc. | Architect and Landscape Architect |
| – Gary DeVries, AIA, LEED AP | Principal |
| – Stephen Hilt, AIA, LEED AP | Project Manager |

- | | |
|--|---|
| <ul style="list-style-type: none"> Click Engineering
325 North St. Paul Street #2850
Dallas, TX 75201
– Jacob Click, P.E. | <p>Civil, Survey and Structural Engineering</p> <p>Principal</p> |
| <ul style="list-style-type: none"> TLC Engineering for Architecture
4131 N Central Expy #200, Dallas, TX 75204
– Anthony Molinaro, P.E. | <p>Mechanical, Electrical, Plumbing,
IT, AV and Security Engineering</p> <p>Principal</p> |
| <ul style="list-style-type: none"> David McCaskill Design Group
250 Miron Drive.
Southlake, TX 76092
– David McCaskill, RLA | <p>Landscape Architects</p> <p>Principal</p> |
| <ul style="list-style-type: none"> CCM Construction Services
P.O. Box 120455
Arlington, TX 76012
– John Coakley, CPE, AVS | <p>Cost Estimating</p> <p>Estimator</p> |

SCOPE OF SERVICES

Basic Services

Basic Services shall include:

- Architectural and interior design, including two exterior architectural rendering.
- Structural engineering, including structural design criteria, foundation and structural steel framing design.
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and temperature controls, electrical power and lighting, plumbing domestic water, sanitary sewer, and natural gas. Fire sprinkler and fire alarm systems will be a performance specification. The Owner's vendor, Schneider Electric, will install an Energy Management system.
- Landscape design. The irrigation system will be a performance specification.
- Design of a building storm shelter as required by the 2015 International Building Code (IBC).
- Three (3) construction cost estimates at 50% Schematic Design, 100% Design Development, and 50% Construction Documents.
- Anticipated submittals and Owner review meetings by phase:
 - 50% Schematic Design
 - 100% Schematic Design
 - 100% Design Development
 - 50% Construction Documents
 - 95% Construction Documents
 - 100% Construction Documents (no Owner review meeting)

- Compliance with applicable codes and ordinances and coordination with the Development Review Committee (DRC).
- BRW will provide .pdf format electronic bid documents for distribution by the Owner.
- BRW will provide the Contractor with the Revit model (upon execution of BRW's waiver form) for their use in preparing shop drawing submittals. BRW will not prepare background drawings for the Contractor.
- TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees are a reimbursable expense.
- Construction site observation visits averaging once per month.
- One Town Council / Town Manager presentation.
- Up to two public meetings, such as with homeowners.

Additional Services

Additional Services shall include:

- Boundary and topographic survey of the approximate one (1) acre site, the adjacent rights-of-way, and an approximate 20' buffer strip along the perimeter of the property boundary. The boundary portion of the survey will consist of field locating the property corners based on Owner provided property information. The topographic survey will consist of field locating visually identified structures, utilities and improvements within and adjacent to the proposed property boundaries. These consist of building corners, foundations, paving, utility manholes, boxes, inlets and other visible utilities. Additionally, the topographic survey will consist of obtaining field measured spot elevations, sufficient to create contours at 1' increments. The tree portion of the survey will consist of locating and identifying the size and type of all trees with a caliper of 6" or greater.
- Civil engineering, including grading and drainage, paving, water supply, sanitary sewer, dimension control, and erosion control.
- Town-required site and landscape plan submittal.
- Site perimeter retaining walls along the rear and two side property lines (up to 10' high)

Supplemental Services

The Architect shall also not proceed with the following Supplemental Services until the Architect receives the Owner's written authorization:

- Services necessitated by a change in the Owner provided information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or procurement or delivery method.
- Services necessitated by the Owner increasing the Construction Cost Limit (CCL) greater than 10%. In such cases, the Architect shall receive Additional Services equal to the change in the CCL times the percentage calculated by dividing the Architect's original fee by the original CCL.

- Construction Administration services provided beyond thirty (30) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive Additional Services compensated with a monthly lump sum fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original Construction Contract.
- Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, regulations or official interpretations.
- Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Contractors.
- Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.
- Consultation concerning replacement of Work resulting from fire or other cause during construction.
- Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.
- Responding to an excessive number of Contractor's Requests for Information (RFIs) that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
- Evaluating an excessive number of Contractor claims for additional time or money.
- Evaluating substitutions proposed by the Owner or Contractor after the Construction Documents are complete and making subsequent revisions to Instruments of Service resulting there from.

Owner and Contractor Provided Services

The Owner shall retain consultants or vendors to furnish the below design services and building systems or authorize the Architect to furnish them as an Additional Services, when such services are required to complete the project.

- Laboratory construction materials testing and inspections, including code-required special inspections (during construction).
- Coordination with franchise utilities to provide electrical, natural gas, fiber and communications services to the site.
- 3rd-party energy inspections, storm shelter design review, and building commissioning as required by building codes.
- Geotechnical survey at each site consisting of four (4) deep borings for building foundation design recommendations, two (2) deep borings for the perimeter retaining wall design, and two (2) shallow borings for the paving design recommendations as coordinated with the structural engineer.
- The Owner's vendor, Crosspoint (formerly DFW) Communications, will install the fire radio system, antenna(s), alerting system with speakers and low-voltage LED night egress

lighting (the Architect will provide empty conduit and electrical power as directed by the Owner).

- The Owner's vendor, Schneider Electric, will install an Energy Management system, door access control card readers and video cameras and all related equipment.
- Voice, data, cable TV and audio-visual structured cabling design, along with selection of audio-visual equipment, telephone and computer hardware, including networking electronics such as switches, routers, wireless access points, hubs, etc. (Architect will provide empty conduit and electrical power as directed by the Owner).
- Door access control and video surveillance cabling design. The Owner's vendor, Schneider Electric, will install the card readers, video cameras and all related equipment. (Architect shall provide electric door hardware and power supplies, as applicable).
- Furniture, kitchen equipment, office equipment, fitness equipment, and fire equipment selection and procurement, such as extractors and SCBA equipment (the Architect will provide a generic furniture plan for use by the Owner and furniture vendors).
- Preparation of the bid advertisement, bid solicitation, bid form, distribution of bid documents, and construction contract / general conditions, along with insurance and bonding documents.
- Storm Water Pollution Prevention Plan (SWPPP) (Contractor's responsibility).

Exclusions from Architect's Services

The need for the below services are not anticipated at this time, however, the Architect could provide them as Additional Services, when authorized by the Owner, if required to complete the project.

- Property plat
- Property zoning modifications, including Planned Developments (PD) or Special Use Permits (SUP)
- Off-site utility engineering, including storm water utilities
- On-site storm water detention design
- Subsurface utility engineering (SUE)
- Traffic control / signal studies or implementation
- Environmental or hazardous materials issues
- Video surveillance systems
- Fueling systems and canopies
- Leadership in Energy and Environmental Design (LEED) certification
- Energy modeling and utility bill estimates
- Preparation of systems life cycle cost analysis (LCA)
- Electrical circuit breaker coordination study
- Acoustical consulting
- Professional models and renderings produced out-of-house
- Change in applicable code, resulting in redesign effort or expenses.
- Detailed project phasing, preparation of multiple phasing plans, or preparation of multiple construction document packages.

- Record drawings incorporating the Contractor's as-built field changes into the Construction Documents. The Contractor shall scan the red-lined field set of construction documents as the record drawings.

SCOPE OF ARCHITECT'S SERVICES BY PHASE

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

The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

Schematic Design Phase Services

Schematic Design shall include programming, preliminary site and floor planning, and scope to budget alignment. The Architect shall prepare a Space Program derived from discussions with the fire department regarding existing and projected operational needs.

Based on the Owner's approval of the Space Program, preliminary site plan and Cost of the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, preliminary building plans, sections and elevations, and perspective sketches. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

At the completion of Schematic Design, the Architect shall submit to the Owner and ask for approval of the Schematic Design Documents and estimate of the Cost of the Work.

Design Development Phase Services

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

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

Construction Document Phase Services

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

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

The Architect shall coordinate the design with the entities providing utility services to the Project. In designing the Project, the Architect shall not be responsible for the design of off-site utilities.

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

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

The Owner shall file documents required for permitting with governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner by coordinating the governmental authority design requirements into the Construction Documents regarding permitting. The General Contractor shall pick up the construction permits once approved.

Bidding Phase Services

The Architect shall assist the Owner in bidding the Project by:

1. attending and assisting with a pre-bid conference for prospective bidders;
2. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the proposal documents to all prospective bidders in the form of addenda
3. attending the opening of the proposals and evaluating the proposals.

The Architect shall consider requests for substitutions only during bidding period and 30 days after the construction contract award. The Architect shall prepare and distribute addenda that may include approved substitutions submitted by prospective bidders.

Construction Phase Services

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

Evaluation of the Work

The Architect shall make site observation visits averaging one time every two weeks to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect's representative shall observe the status of the work and report any discrepancies from the Construction Documents.

The Architect's consultants have included the below number of Basic Services site observation visits to become generally familiar with the progress and quality of the work completed.

- Civil engineer 2 times
- Structural engineer 2 times
- MEP engineer 3 times
- Landscape architect 3 times

However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

Certificates for Payment to Contractor

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections,

(3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

Submittals

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

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

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

The Architect shall review and respond to Requests for Information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be

made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

Changes in the Work

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

Project Completion

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

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

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

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

Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

The Architect's responsibility to provide Construction Phase Services commences with the Contract for Construction Notice-to-Proceed and shall terminate thirty (30) after the Substantial Completion date established in the original Contract for Construction. Services beyond this date shall be Additional Services compensated with a monthly lump sum fee equal to the Architect's construction phase services fee divided by the total number of months in the original Contract for Construction.

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

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

If the Architect's services have not been completed within twenty-four (24) months of the date of the Owner / Architect agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

OWNER'S RESPONSIBILITIES

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

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

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

The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such

services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

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

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

Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

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

COST OF THE WORK

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

Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment;

the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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

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

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

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

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

If the Owner chooses to proceed with revising the Project program, scope or quality to align with the budget, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility.

PROJECT SCHEDULE

We anticipate the following time periods for the project phases, excluding the Owner's review time.

- Schematic Design 6 weeks
- Design Development 6 weeks
- Construction Documents 12 weeks
- Bidding and Contract Award 2 -3 months
- Construction 12 months

BROWN REYNOLDS WATFORD
ARCHITECTS **BRW**

3535 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

Contract Exhibit B - Compensation

January 8, 2017

David Bauer
Construction Manager
Town of Flower Mound
1001 Cross Timbers Rd.
Suite 2330
Flower Mound, TX 75028

PROFESSIONAL SERVICES PROPOSAL FOR THE TOWN OF FLOWER MOUND FIRE STATION NO. 7

Based on the scope of services described in Contract Exhibit A – Scope of Services, Brown Reynolds Watford Architects proposes the lump sum fees, plus reimbursable expenses, as shown below.

Basic Services Fee	\$344,000
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Additional Services Fees

- | | |
|-------------------------------------|----------|
| • Boundary and topographic survey | \$6,600 |
| • Civil engineering | \$32,500 |
| • Site and landscape plan submittal | \$3,000 |
| • Site retaining wall design | \$3,500 |

Reimbursable Expenses Allowance	\$10,000
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Total Contract Amount	\$399,600
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Reimbursable expenses included in the Total Contract Amount shall be invoiced at the same cost billed to the Architect and include document reproduction company expenses, courier and overnight deliveries, and Texas Accessibility Standards (TAS) document review and site inspection fees.

Compensation shall be invoiced monthly based on the percent complete for each phase, but shall not exceed the percentages shown below.

• Schematic Design	20%
• Design Development	20%
• Construction Documents	35%
• Bidding	5%
• <u>Construction Administration</u>	<u>20%</u>
Total	100%

Additional Services beyond this proposal shall be authorized in writing by the Owner. Additional Services shall be compensated at the hourly rates listed below or for a negotiated lump sum fee. Additional Services fees for consultants and associated expenses shall be computed at 1.10 times the amount billed the Architect.

BRW Architects (BRW)

• Principal	\$240.00 per hour
• Project Director	\$200.00 per hour
• Project Manager	\$175.00 per hour
• Project Architect	\$140.00 per hour
• Architect	\$120.00 per hour
• Intern Architect I	\$90.00 per hour
• Intern Architect II	\$75.00 per hour
• Administration Staff	\$70.00 per hour

Click Engineering

• Principal	\$180.00 per hour
• Project Engineer	\$150.00 per hour
• Engineer (registered)	\$140.00 per hour
• Design Engineer (unregistered)	\$115.00 per hour
• Draftsman	\$105.00 per hour
• Junior Draftsman	\$90.00 per hour
• Administration	\$75.00 per hour

TLC Engineering for Architectural

• Director	\$205.00 per hour
• Senior Engineer, Manager	\$175.00 per hour
• Project Engineer, Manager	\$150.00 per hour
• Engineer, Specialist	\$120.00 per hour
• Graduate Engineer, Designer, and Administrative Secretary	\$95.00 per hour
• Technician, Secretary, Intern, Clerical	\$70.00 per hour

David McCaskill Design Group

- Principal \$160.00 per hour
- Senior Landscape Architect \$120.00 per hour
- Graduate Landscape Architect \$80.00 per hour
- Clerical \$60.00 per hour

CCM Construction Services

- Senior Estimator \$120.00 per hour
- Estimator \$100.00 per hour



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 5, 2018

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

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 2499 12-Inch Water Line Phase 1 project, in the amount of \$151,500.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The FM 2499 12-Inch Water Line Phase 1 project provides for approximately 6,800 linear feet of new 12-Inch Water Line along FM 2499 from south of the Robertson's Creek commercial development south to the Texas Presbyterian Hospital and 140 linear feet of water line along FM 2499, south of FM 1171. The water lines are identified on the 2009 Water Master Plan and will provide for improved reliability of the Town's water system by connecting existing gaps in the system. The scope of the professional services agreement includes the preparation of design plans, specifications, cost estimating, easement preparation, and contract documents for bidding.

FISCAL IMPACT: \$151,500.00

Proposed Expenditure:	Account Number(s):
\$151,500.00	601-900-98838

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 Kimley-Horn and Associates, Inc., to provide professional engineering services, for the FM 2499 12-Inch Water Line Phase 1 project, in the amount of \$151,500.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Kimley-Horn and Associates, Inc.**

This contract is entered into on this 5th day of February, 2018, 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”) whose address is 13455 Noel Road, Two Gallery Office Tower, Suite 700, Dallas, Texas 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design, easement preparation, and providing construction documents for the FM 2499 12-Inch Water Line Ph1 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 FM 2499 12-Inch Water Line Ph1 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 One Hundred Fifty One Thousand, Five Hundred and No/100 Dollars (\$151,500.00). 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:

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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:

Clay Riggs, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 Telephone

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

Kyle Sanderson, P.E.
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
972-770-3033 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.

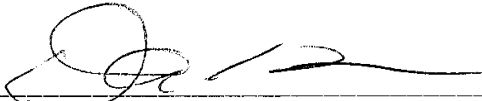
**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

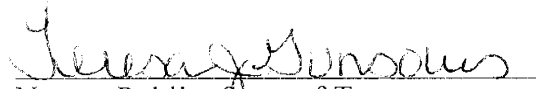
CONSULTANT:**Kimley-Horn and Associates, Inc.**By: Name: Dean HennemanTitle: Senior Vice PresidentDate Signed: 1/10/18

State of Texas §

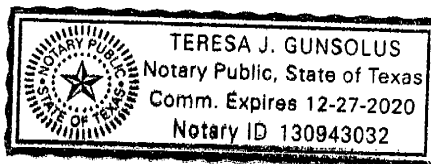
County of Dallas §

This instrument was acknowledged before me on the 10th day of January, 2018, by Dean Henneman in his capacity as Senior Vice President of Kimley-Horn & Associates, a North Carolina 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 Kimley-Horn & Associates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10th DAY OF Jan, 2018.


Notary Public, State of Texas

My Commission Expires:

12-27-2020

ATTACHMENT A
SCOPE OF SERVICES

PROJECT NAME: FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)

PROJECT UNDERSTANDING

This project includes design of approximately 6,800 linear feet of 12-inch water at various locations along FM 2499, between Sagebrush Drive and Dixon Lane. The proposed locations are intended to fill in existing gaps in the Town's existing distribution system. The approximate limits are shown in Attachment C. It is assumed that all water lines will be installed in easement adjacent to FM 2499.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: 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 greater than 6-inch
 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 as required

TASK 2: EASEMENTS

A. Summary

It is assumed that all water lines will be installed in easement adjacent to FM 2499. Additional analysis will be performed during design to determine if any sections are able to installed within TxDOT right-of-way.

- B. Prepare permanent and temporary easement instruments (narrative and graphic exhibits as required for proposed water improvements). Up to nine (9) instruments are anticipated. One (1) easement 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.

- C. 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

D. Deliverables

- 1. Three (3) paper copies of field notes and exhibits, and an electronic version of the exhibits (i.e. PDF) for easements.

TASK 3: WATER LINE DESIGN

A. Design

- 1. 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. Water Line Plan & Profile Sheets (9 sheets assumed)

- e. Construction Details
- f. Erosion Control Details

2. 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.
3. Coordinate horizontal alignment with TxDOT.
4. Submit to the Town 50% plan and OPCC for review and comments.
5. Conduct meeting with Town to review 50% plans. Meeting will occur as part of the monthly progress meetings. Make revisions based on the Town's review of the 50% plans.
6. Prepare auger boring details and specifications at various creek and roadway crossings.
7. Submit to the Town 95% complete Contract Documents (plans and specifications) and OPCC for review and comments.
8. Conduct meeting with Town to review 95% plans and specifications. Meeting will occur as part of the monthly progress meetings. Make revisions based on the Town's review of the 95% submittal.
9. Submit to the Town 100% complete Contract Documents (plans and specifications) and OPCC
10. Submit final plans to appropriate regulatory agencies (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 4: BIDDING PHASE SERVICES

- A. Print and issue 3 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.

B. Review Contractor questions and issue addenda as required.

C. Deliverables

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

TASK 5: 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.

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

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:

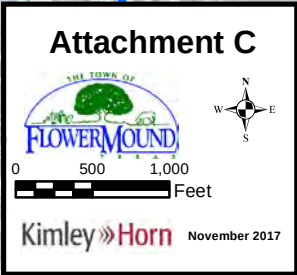
- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to 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**COMPENSATION**

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

TASK 1 - Survey	\$30,000
TASK 2 – Easements and Right-of-Way (If Necessary, \$1,650/EA)	\$14,850
TASK 3 – Water Line Design	\$98,150
TASK 4 – Bidding Phase Services	\$2,500
TASK 5 – Record Drawings	\$6,000
<u>TOTAL</u>	<u>\$151,500</u>

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





TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: February 5, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0001 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing front and side yard setbacks for certain lots located within Village 5 and eliminating the approved setback modifications for Village 4B, and to consider adopting an ordinance providing for said amendment. The property is generally located north of FM 1171 between Interstate 35W and US 377. *(The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its January 22, 2018, meeting.)***

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

ATTACHMENTS:

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

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

DRAFT MOTION: Move to approve a request for rezoning (ZPD18-0001 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing front and side yard setbacks for certain lots located within Village 5 and eliminating the approved setback modifications for Village 4B, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: January 22, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0001 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing front and side yard setbacks for certain lots located within Village 5 and eliminating the approved setback modifications for Village 4B. The property is generally located north of F.M. 1171 between Interstate 35W and U.S. 377.**

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

On February 18, 2008, the Town Council approved the ordinance establishing Planned Development District-98 (PD-98) for Canyon Falls. Canyon Falls is a master-planned development containing approximately 623 acres of land within the Town of Flower Mound. The zoning for Canyon Falls allows for the development of lots under Single-Family District-5 (SF-5) and Single-Family District-10 (SF-10) uses, parks, commercial, and school. The maximum residential density within Canyon Falls is limited to 972 dwelling units.

Approved Setback Modifications

On August 19, 2013, the Town Council approved an amendment to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing certain front, side, and rear yard setbacks within Villages 3, 4B, 10A, 10B, 12, 13, and 14, which constituted approximately 59% (263 lots) of all SF-10 lots within PD-98. No side and/or front setback modification was requested for the remaining SF-10 lots (approximately 179 lots) located within Villages 4A, 5, 15A and 15B. Approved color coordinated exhibit of villages with and without setback modification is included in the packet as Attachment A(3).

A. Requested Setback Modifications

The proposal is to eliminate the approved setback modifications for 24 lots within Village 4B and, alternatively, to request setback modifications for 25 lots within Village 5. The requested modifications for Village 5 are similar to the approved modifications for Village 4B, except for the condition that required minimum lot depth of 130 feet to claim the reduced side setback. Most lots within the modification approved Villages measure 70 feet wide by 143 feet deep (70' x 143') while the lots within Village 5 measure 80 feet wide by 125 feet deep (80' x 125'). A comparison of the required SF-10 standards, approved standards, and the applicant's proposal is depicted in the table below (please also refer to Attachment B(1)):

1. To reduce the front setback from 25 feet to 15 feet on lots that have a J-swing garage. A J-swing design is when the side of the garage faces the street.
2. To reduce the side setback from ten feet to seven feet, six inches.
3. To measure the setbacks from the primary lot line and not the corner clip line for lots that front and side to a street right-of-way.

Development Standard	Required SF-10 standards	Approved modifications for approx. 70' wide lots Villages 3, 4B, 10A, 10B, 12, 13, and 14	Proposed modifications for approx. 80' wide lots - 25 lots within Village 5
Min. Lot Size	10,000 sq.ft	10,000 sq. ft.	10,000 sq. ft.
Min. Lot Width	70 ft.	70 ft.	70 ft.
Min. Front Yard	25 ft.	15 ft. (only for lots with J-swing garages)	15 ft. (only for lots with J-swing garages)
Min. Side Yard	10 ft.	7.5 ft. (only if lot depth ≥ 130 ft)	7.5 ft.
Min. Rear Yard	25 ft.	25 ft.	25 ft.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Ordinance 35-13

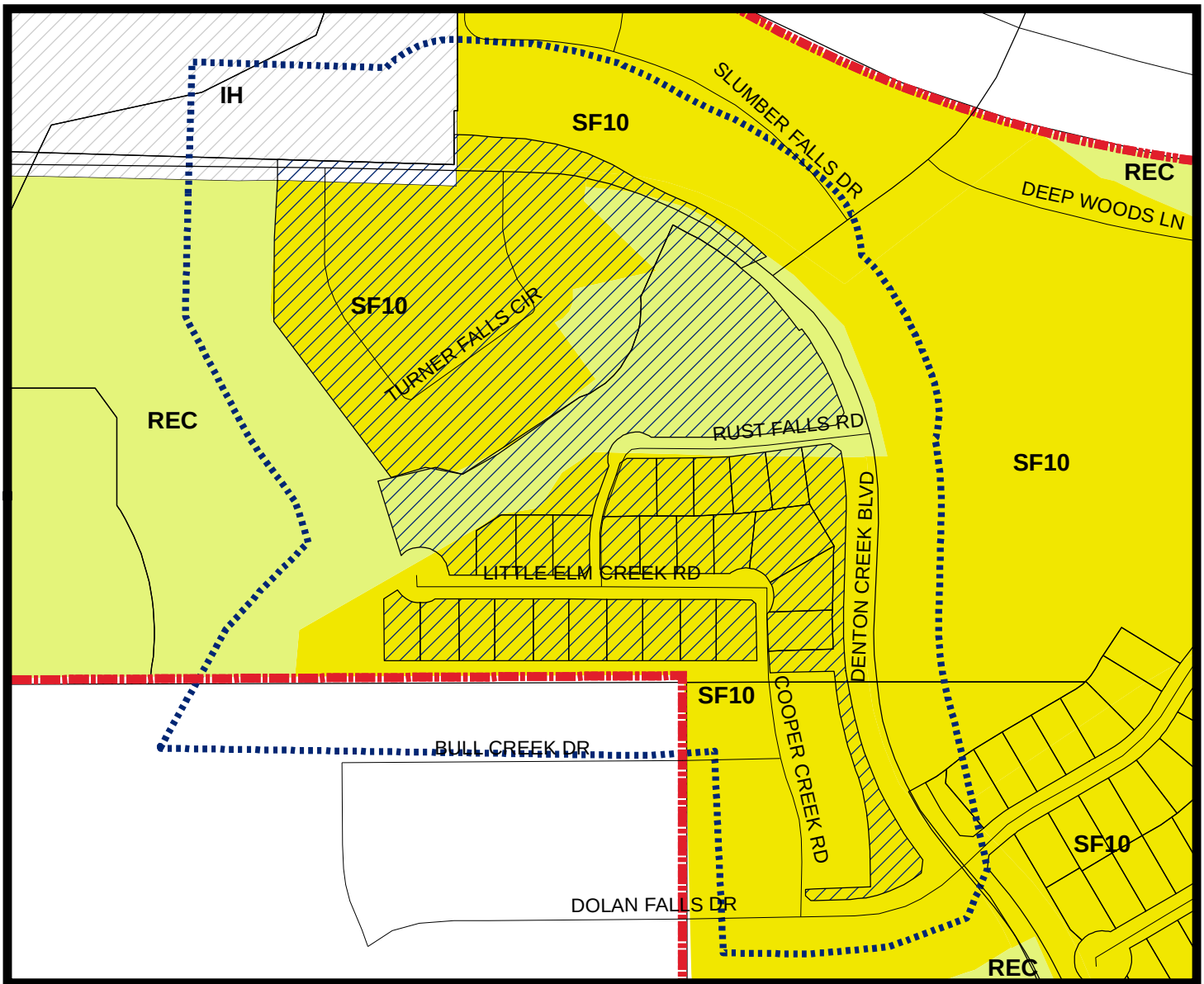
B. Application Details

1. Zoning Exhibit



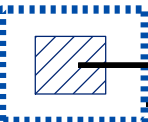
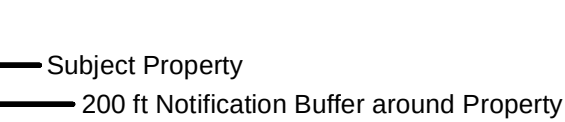
Vicinity Map

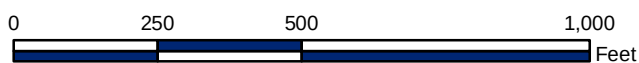
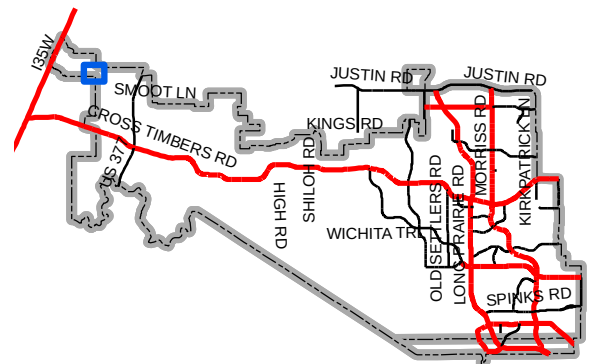
Reference Project: ZPD18-0001



LEGEND

-  Interim Holding
-  Recreation
-  Single Family 10

-  Subject Property
-  200 ft Notification Buffer around Property



Map Location



January 3, 2018

Ms. Poornima Kashyap
Planning Services
Town of Flower Mound
1001 Cross Timbers, Ste. 2330
Flower Mound, Texas 75028

RE: Canyon Falls Letter of Intent – Variance on Front Yard & Side Yard Setbacks for Villages 4B & 5

Dear Poornima,

This is a request for transferring the existing front yard & side yard variances of Village 4B to 25 of the lots in Village 5. This request would remove any of the entitlements that Village 4B currently has, so it would revert back to SF-10 zoning without any variances on setbacks. The 25 lots in Village 5 having an 80-foot lot width would have a reduced front yard setback of 15-feet where a “J-swing” is proposed by the builder. These 25 lots in Village 5 would also allow for a 7.5’ side yard setback. The 25 lots where this request is being made has a lot and block description provided below. The purpose of this request is so that builders can continue to build the same product that they have done previously within other Flower Mound villages in Canyon Falls.

Record Plat - Village 5 Site Data:

Existing Zoning District: Planned Development with SF-10

Record Plat – Village 5 Acreage: 29.008 Acres

Lot breakdown: 46 Single-Family Lots & 3 Open Space/HOA Lots

Description of Lots for this Varied Setback Request: Lots 7-18, Block XX; Lots 1-3, Block TT; Lots 4-13, Block V

We appreciate your assistance with this application and look forward to working with you and the Town of Flower Mound on the Canyon Falls development.

Sincerely,

J. VOLK CONSULTING, INC.

Tom Dayton, P.E.
Vice President

cc: Brian Cramer, Assistant Vice President, Newland Real Estate

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 35-13**

AN ORDINANCE OF THE TOWN COUNCIL 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 AND THROUGH THE AMENDMENT OF ORDINANCE NO. 19-08 AND ORDINANCE NO. 58-12, WHICH ORDINANCES AMENDED ZONING ON APPROXIMATELY 626 ACRES OF LAND IN THE M.E.P. & P. R.R. SURVEY, ABSTRACT NO. 922, F. THORNTON SURVEY, ABSTRACT NO. 1244, J. WILBURN SURVEY, ABSTRACT NO. 1416 AND THE W. LOVE SURVEY, ABSTRACT NO. 728, PRESENTLY ZONED PLANNED DEVELOPMENT DISTRICT NO. 98 (PD-98) WITH SINGLE-FAMILY DISTRICT-10 (SF-10) USES, SINGLE-FAMILY DISTRICT-5 (SF-5) USES, COMMERCIAL DISTRICT-1 (C-1) USES, CAMPUS COMMERCIAL DISTRICT (CC) USES, AND RECREATIONAL DISTRICT (REC) USES, BY MODIFYING THE MINIMUM FRONT, SIDE AND REAR YARD SETBACKS FOR THE LOTS WITHIN CERTAIN AREAS OF PLANNED DEVELOPMENT DISTRICT NO. 98 (PD-98) HAVING A BASE ZONING DISTRICT OF SINGLE-FAMILY DISTRICT-10 (SF-10) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING 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 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 amending Ordinance No. 19-08, Ordinance No. 58-12, and Planned Development District No. 98 (PD-98) by modifying the minimum front, side and rear yard setbacks for the lots situated within certain areas of Planned Development District No. 98 (PD-98) having a base zoning district of Single-Family District-10 (SF-10) uses; 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, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town, the zoning of the property described herein shall be changed and that the official zoning map, Exhibit "A" of Subpart B, Land

ORDINANCE NO. 35-13

PAGE 2

Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, shall be amended to reflect the rezoning of the property herein described.

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 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

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Land Development Regulations are not amended, but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

That certain tract of land being approximately 626 acres of land in the in the M.E.P. & P.R.R. Survey, Abstract No. 922, F. Thornton Survey, Abstract No. 1244, J. Wilburn Survey, Abstract Number 1416, and the W. Love Survey, Abstract No. 728, presently zoned Planned Development District No. 98 (PD-98) with Single-Family District-10 (SF-10) uses, Single-Family District-5 (SF-5) uses, Commercial District-1 (C-1) uses, Campus Commercial District (CC) uses, and Recreational District (REC) uses, is changed in part by modifying the minimum front, side and rear yard setbacks on those lots having a base zoning district of Single-Family District-10 (SF-10) uses within Villages 3, 4B, 10A, 10B, 12, 13, and 14 of the Canyon Falls subdivision, in accordance with specific requirements in the Town's Master Plan, and as set forth herein and reflected on Exhibit "A", attached hereto and incorporated herein by reference for all purposes allowed by law.

SECTION 3

From and after the effective date of this Ordinance, the minimum front yard setback for lots within Villages 3, 4B, 10A, 10B, 12, 13, and 14 of the Canyon Falls subdivision, which Villages are depicted on Exhibit "A," that have a base zoning district of Single-Family District-10 (SF-10) uses may be reduced from twenty-five feet (25') to fifteen feet (15') only on those lots on which a house with a "J-swing" garage is constructed.

ORDINANCE NO. 35-13

PAGE 3

SECTION 4

From and after the effective date of this Ordinance, the minimum side yard setback for lots within Villages 3, 4B, 10A, 10B, 12, 13, and 14 of the Canyon Falls subdivision, which Villages are depicted on Exhibit "A," that have a base zoning district of Single-Family District-10 (SF-10) uses may be reduced from ten feet (10') to seven and one-half feet (7.5') only on those lots having a lot depth of one hundred thirty feet or greater ($\geq 130'$).

SECTION 5

From and after the effective date of this Ordinance, the setback for lots that front and side to a street right-of-way within the Canyon Falls subdivision that also have a base zoning district of Single-Family District-10 (SF-10) uses shall be measured from the primary lot line and not the corner clip line.

SECTION 6

This Ordinance shall be cumulative of all provisions of the 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 7

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 and said remaining portions shall remain in full force and effect.

SECTION 8

Any person, firm, or corporation who violates any provision of this Ordinance or of the final site plan as adopted by the Planning and Zoning Commission 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.

ORDINANCE NO. 35-13

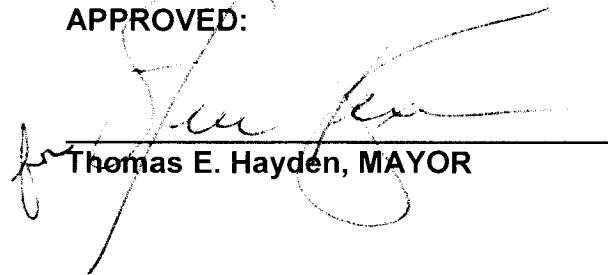
PAGE 4

SECTION 9

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 5 TO 0, ON THIS THE 19th DAY OF AUG-05, 2013.

APPROVED:


Thomas E. Hayden, MAYOR

ATTEST:


Theresa Scott, TOWN SECRETARY

APPROVED AS TO LEGALITY AND FORM:

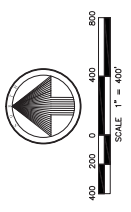

Terrence S. Welch, TOWN ATTORNEY

SF-10 PROPOSED SIDEYARD SETBACK
CANYON FALLS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

05 August 2013

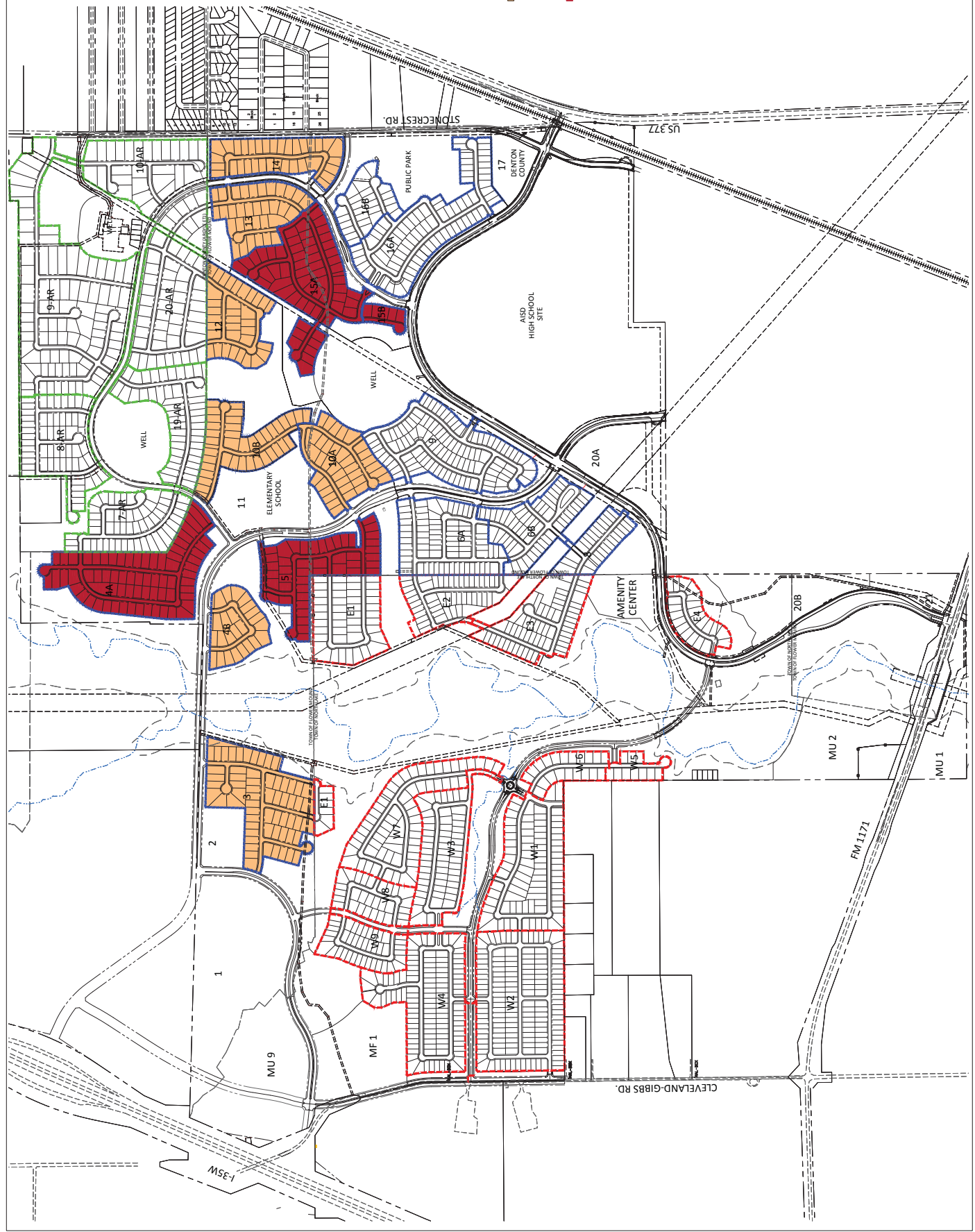
J. VOLK CONSULTING, INC.
800 East Campbell Road, Suite 130
Ft. Worth, Texas 76101
972.201.3100
Texas Registration No. F-11962

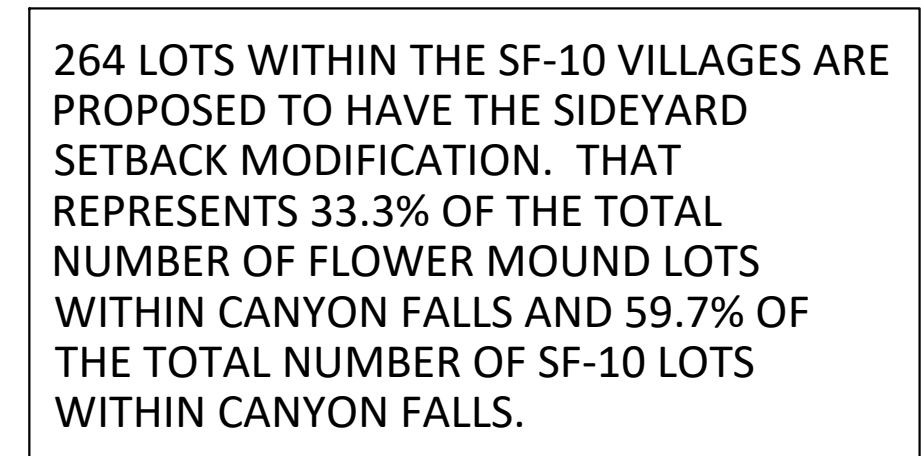
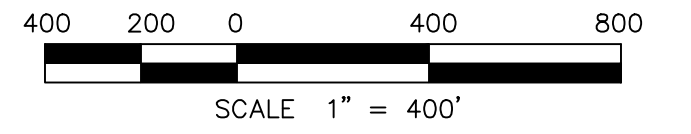


254 LOTS WITHIN THE SF-10 VILLAGES ARE PROPOSED TO HAVE THE SIDEYARD SETBACK MODIFICATION. THAT REPRESENTS 32.6% OF THE TOTAL NUMBER OF FLOWER MOUND LOTS WITHIN CANYON FALLS AND 59.3% OF THE TOTAL NUMBER OF SF-10 LOTS WITHIN CANYON FALLS.

SF-10 VILLAGES WHERE SIDEYARD SETBACK MODIFICATION IS BEING REQUESTED

SF-10 VILLAGES WHERE SIDEYARD SETBACK MODIFICATION IS NOT BEING REQUESTED





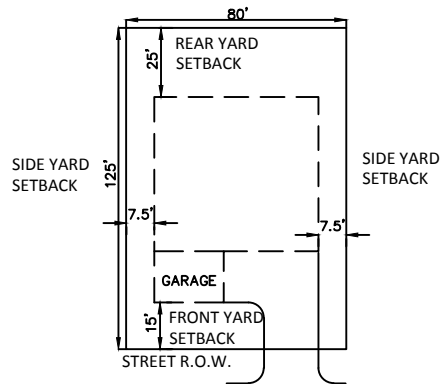
**SF-10 VILLAGES WHERE SIDEYARD
SETBACK MODIFICATION IS NOT
BEING REQUESTED**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

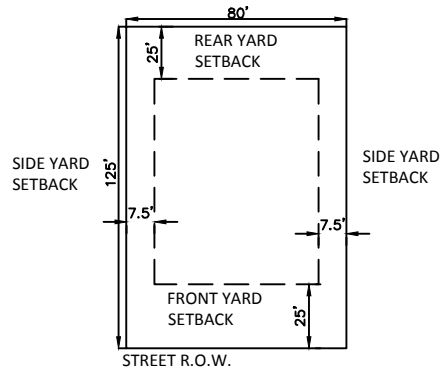


J. VOLKconsulting

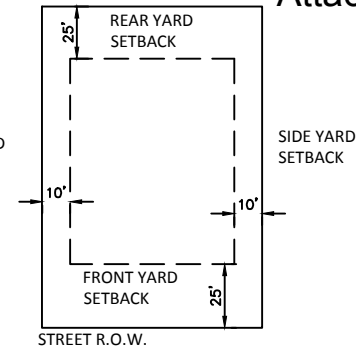
830 Central Parkway East, Suite 300 | Plano, Texas 75074
 972.201.3100 (office) | 972.201.3099 (fax)
 TBPE No. F-11962



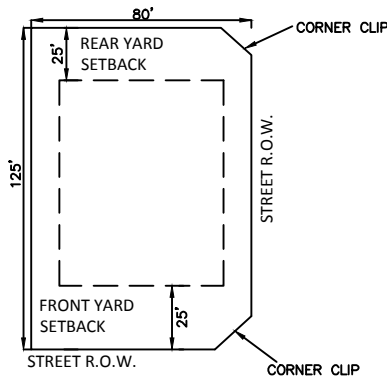
PROPOSED SF-10 LOT
SETBACK DETAIL
WITH J-SWING DRWY
(80' LOT WIDTH)



PROPOSED SF-10 LOT
SETBACK DETAIL
WITH FRONT FACING
GARAGE (80' LOT WIDTH)



TYPICAL SF-10 LOT
SETBACK DETAIL
PER TOWN ORDINANCE



PROPOSED SF-10 LOT
SETBACK DETAIL
WITH CORNER CLIPS

NOTES:

1. IF LOT DEPTH EQUALS OR EXCEEDS 130' THEN A 7.5' SIDE YARD SETBACK CAN BE USED. IN VILLAGE 5, 25 LOTS HAVING AN 80' WIDTH AND 125' DEPTH, CAN USE A 7.5' SIDE YARD SETBACK.
2. FRONT YARD SETBACK CAN GO TO 15' IF A J-SWING DRIVEWAY IS USED OTHERWISE THE STANDARD 25' FRONT YARD SETBACK WILL BE USED. ANY GARAGE FACING THE STREET WILL HAVE A 25' SETBACK.
3. EXAMPLE DIMENSIONS SHOW 70'x143' AND 80'x125' WHICH MEETS THE 10,000 SF MINIMUM LOT SIZE. ALL LOTS WILL HAVE A MINIMUM LOT WIDTH OF 70' MEASURED AT THE FRONT BUILDING SETBACK LINE.
4. FOR LOTS THAT FRONT AND SIDE TO STREET ROW, SETBACKS SHALL BE MEASURED FROM PRIMARY LOT LINE AND NOT FROM CORNER CLIP LINE.

SF-10 PROPOSED FRONT YARD & SIDE YARD
SETBACK DETAIL

CANYON FALLS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

09 January 2018

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 19-08, 58-12, 35-13, and 48-15, WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 98 (PD-98) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 626 ACRES OF LAND SITUATED IN THE M.E.P. & P. R.R. SURVEY, ABSTRACT NO. 922, F. THORNTON SURVEY, ABSTRACT NO. 1244, J. WILBURN SURVEY, ABSTRACT NO. 1416, AND W. LOVE SURVEY, ABSTRACT NO. 728; BY AMENDING THE STANDARDS FOR MINIMUM FRONT AND SIDE YARD SETBACKS FOR CERTAIN LOTS WITHIN VILLAGES 5 AND 4B HAVING A BASE ZONING DISTRICT OF SINGLE-FAMILY DISTRICT-10 (SF-10) USES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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 approximately 626 acres of land situated in the M.E.P. & P. R.R. Survey, Abstract No. 922, F. Thornton Survey, Abstract No. 1244, J. Wilburn Survey, Abstract No. 1416, and W. Love Survey, Abstract No. 728, have filed an application for a Zoning Planned Development amendment to amend Ordinance Nos. 19-08, 58-12, 35-13 and 48-15 for Planned Development District No. 98 (PD-98); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 22, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 5, 2018, with respect to the proposed Zoning Planned Development 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 a Zoning Planned Development amendment on the property;

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

ORDINANCE NO. _____

Page 2

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

626 acres of land situated in the M.E.P. & P. R.R. Survey, Abstract No. 922, F. Thornton Survey, Abstract No. 1244, J. Wilburn Survey, Abstract No. 1416, and W. Love Survey, Abstract No. 728, Denton County, Texas.

The standards for minimum front and side yard setbacks for certain lots within Village 5 of the Canyon Falls subdivision that have a base zoning district of Single-Family District-10 (SF-10) uses, as depicted on Exhibit "A," attached hereto and incorporated for all purposes, are hereby amended as follows:

- a) The minimum front yard setback may be reduced from twenty-five feet (25') to fifteen feet (15') only on those lots on which a house with a "J-swing" garage is constructed.
- b) The minimum side yard setback may be reduced from ten feet (10') to seven and one-half feet (7.5').
- c) The setbacks for lots that front and side to a street right-of-way shall be measured from the primary lot line and not the corner clip line.

The setback modifications for minimum front and side yard setbacks for certain lots within Village 4B of the Canyon Falls subdivision, previously approved as part of Ordinance No. 35-13, are hereby eliminated and revert back to the Town's base zoning district standards for Single-Family District-10 (SF-10).

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance Nos. 19-08, 58-12, 35-13, and 48-15 for Planned Development District No. 98 (PD-98), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance,

ORDINANCE NO. _____**Page 3**

since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

SECTION 8

This Ordinance shall 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 _____, 2018.

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



SCALE 1" = 400'

264 LOTS WITHIN THE SF-10 VILLAGES ARE PROPOSED TO HAVE THE SIDEYARD SETBACK MODIFICATION. THAT REPRESENTS 33.3% OF THE TOTAL NUMBER OF FLOWER MOUND LOTS WITHIN CANYON FALLS AND 59.7% OF THE TOTAL NUMBER OF SF-10 LOTS WITHIN CANYON FALLS.

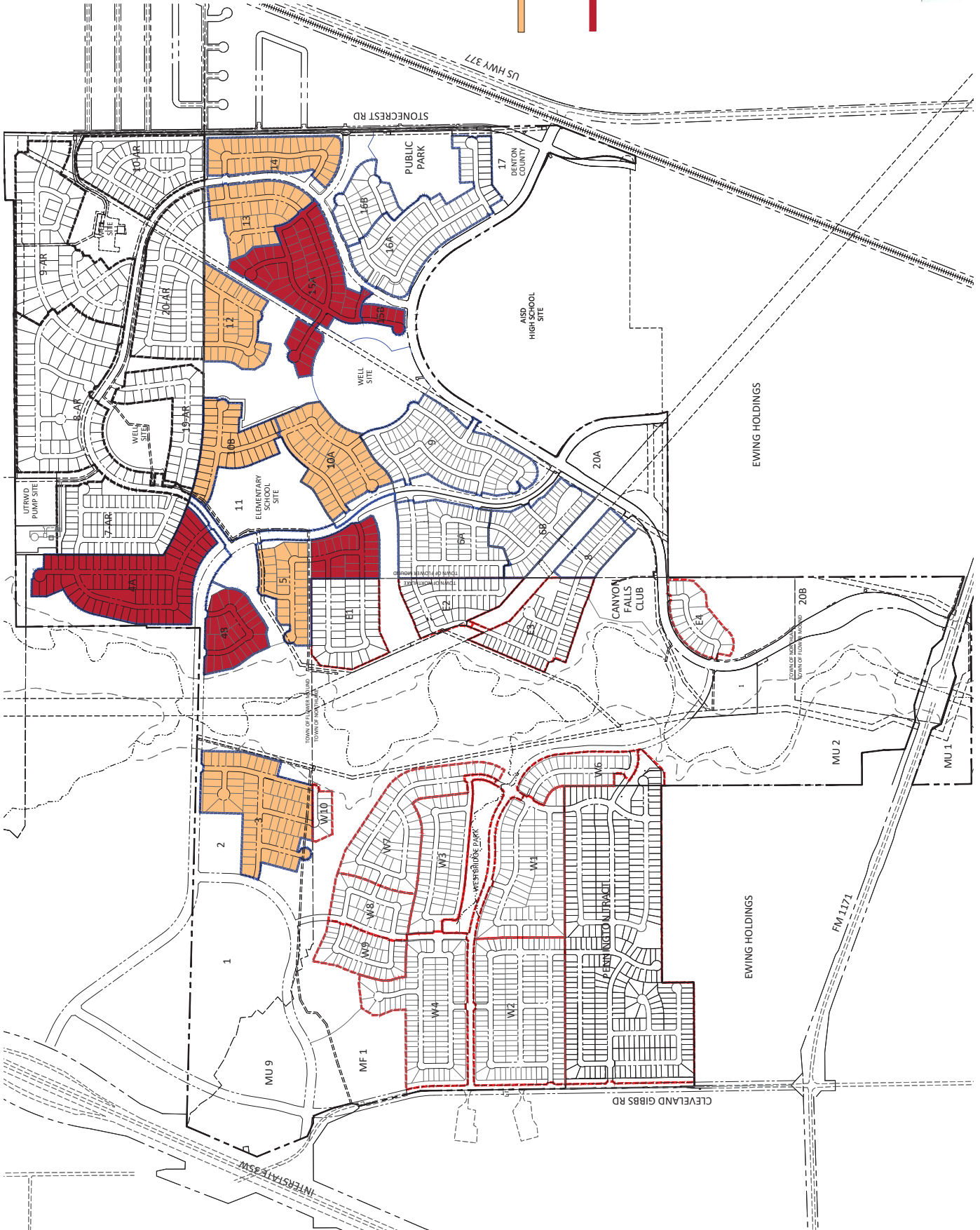
SF-10 VILLAGES WHERE SIDEYARD SETBACK MODIFICATION IS BEING REQUESTED

SF-10 VILLAGES WHERE SIDEYARD SETBACK MODIFICATION IS NOT BEING REQUESTED

SF-10 PROPOSED SIDEYARD SETBACK MODIFICATION
CANYON FALLS

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

January 18, 2018





TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: February 5, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Consider a request for a Development Plan (DP18-0001 - Southgate, Northwest Tract) to amend the grading detail for a portion of Phase Two residential. The property is generally located north of Long Prairie Road and west of Gerault Road. (*The Planning and Zoning Commission recommended denial by a vote of 7 to 0 at its January 22, 2018, meeting.*)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Also attached is correspondence handed out at the P&Z meeting: 1) a memo from staff amending the first paragraph of the "Item Summary" in the P&Z report and including an updated Letter of Intent (LOI) from the applicant; and 2) a letter from the applicant's attorney.

ATTACHMENTS:

1. Staff memo regarding first paragraph and updated LOI
2. Letter from the Applicant's Attorney
3. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to deny a request for a Development Plan (DP18-0001 - Southgate, Northwest Tract) to amend the grading detail for a portion of Phase Two residential.



**DEVELOPMENT SERVICES
PLANNING SERVICES DIVISION
Memorandum**

DATE: January 22, 2018
TO: Planning and Zoning Commission
FROM: Chuck Russell, Town Planner
SUBJECT: DP18-0001 Southgate

This memo is intended to provide the Commission with an update to the posted staff report and distribute a revised Letter of Intent (LOI).

Specifically, the first paragraph of the staff report under ITEM SUMMARY states:

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

This boilerplate language mistakenly, failed to clearly indicate the application's deficiency explained in great detail in section II of the staff report, titled "APPLICATION ANALYSIS." For clarification purposes and to correct any misunderstanding, the original section 1 "ITEM SUMMARY" is rejected/retracted in its entirety and hereby replaced with the following:

"I. ITEM SUMMARY

This application has been reviewed by DRC and found to be complete but deemed to not be in compliance with the zoning for the subject tract.

This application will require final action by the Town Council."

As the three page summary titled "Application Analysis" clearly articulates, staff finds and declares that the subject application is not in compliance with the zoning of the subject property.

This will be part of the presentation and the report will be revised as it goes forward to the Town Council.

Also, after the placket was posted, the applicant revised their LOI to reflect the accurate lot count. Please see attached.



**DOWDEY, ANDERSON
& ASSOCIATES, INC.**
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

January 18, 2018

Doug Powell
Executive Director of Development Services
Planning Division
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

**RE: Southgate (DAA No.:14032)
Flower Mound, Texas**

Dear Mr. Powell

On behalf of our client, Green Brick Partners, please accept this letter as our Letter of Intent to describe and explain the requested Development Plan.

Our updated Development Plan is specific to Southgate Phase Two, consisting of 113 attached lots and 8 detached lots on 14.717 acres. The intent of this updated Development Plan is to correctly reflect the Phasing of Phase 1 and 2 and to correctly reflect the lot configuration for the area directly west of Gerault Road. In regards to the area directly west of Gerault, the approved Development Plan shows a mix of 49 attached lots and 15 detached lots extending 387.4 feet off the southern right of way of Gerault Road. The updated Development Plan now shows 55 attached lots and 8 detached lots extending 366.4 feet off the southern right of way of Gerault Road. In summation the updated development plan (Phases 1-3) consists of 222 attached lots and 154 detached lots, while the previously approved development plan consisted of 348 attached lots and 74 detached lots.

Please feel free to contact me should you have any questions regarding our request. Thank you.

Sincerely,

Traci Shannon Kilmer, AICP
Senior Planner

Cc: Jed Dolson – Green Brick Partners; File;

 WINSTEAD

Austin | Charlotte | Dallas | Fort Worth | Houston | San Antonio | The Woodlands

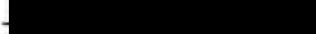
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

 OFFICE
 FAX
winstead.com

Arthur J. Anderson


January 22, 2018

VIA E-MAIL

Ms. Bryn Meredith - 
Ms. Ashley Dierker - 
Taylor Olson Adkins
6000 Western Place, #200
Fort Worth, TX 76107

Re: Development Plan DP18-0001 – Southgate – Flower Mound

Dear Bryn and Ashley:

As you know, our firm represents Green Brick Partners ("**Green Brick**") with respect to its development application to be considered at tonight's P&Z meeting. Green Brick submitted a development plan (DP18-001) (the "**Development Plan**") for the Phase Two residential portion of the Northwest Tract of the Southgate planned development district, generally located north of Long Prairie Road and west of Gerault Road (the "**Property**"). The Property is zoned PD-134. We anticipate that the planning and zoning commission ("**P&Z**") will approve the Development Plan at its meeting. However, out of an abundance of caution, we wish to point out several items for your consideration: (1) the Town's development regulations (the "**Town Code**") provide that approval of a development plan is a ministerial function; (2) the professional planning staff indicates that the Development Plan is "in conformance with all applicable Town regulations" (P&Z Staff Report, Item 4 – 01/22/18); and (3) Texas courts have held that approval of a development plan is ministerial, meaning that it must be approved so long as it meets the underlying development regulations.

According to Section 3 of the Development Agreement for the Property, development shall be in accordance with applicable Town Code, including PD-134. The Master Plan Amendment for the Property states that the amendment is "cumulative of all provisions of ordinances and of the Code of Ordinances of the Town." (Section 2, Ordinance No. 24-15). PD-134 states that development plans for property within the PD "shall comply with Section 90-33 of the Code of Ordinances" as well as "the applicable regulations contained in the Land

Ms. Bryn Meredith
Ms. Ashley Dierker
January 22, 2018
Page 2

Development Regulations." (Section 4, Exhibit B § 1.E.). Typically, the Town's professional planning and engineering staff are charged with determining compliance with these criteria.

The staff report for the Development Plan concludes that the application is "in conformance with all applicable Town regulations." (P&Z Staff Report, p.1). As the Staff Report points out, the Development Plan "does not intend to increase the density or number of lots" and complies with the concept plan (*Id.* at pp.2-3). The report indicates that the concept plan does not specify where the single-family residences are to be located on the Property nor how the park on the Property, defined as the "Preserve", is to be preserved. (*Id.* at p.2).

The Town's regulations regarding development plans are listed in the subdivision ordinance; hence, approval of a development plan is treated like plat approval. Section 212.005 of the Texas Local Government Code provides that the municipal authority responsible for approving plats "must approve" a plat that satisfies all applicable technical requirements. If the applicant complies with all existing valid requirements, the issuance or conditioning of a building, plat or development permit becomes a mere ministerial duty. *Rhodes v. Shapiro*, 494 S.W.2d 248 (Tex. Civ. App.—Waco 1973, no writ); 1 Yokley, *Municipal Corporations* 163-164 (1956); *See also Howeth Invs., Inc. v. City of Hedwig Vill.*, 259 S.W.3d 877, 895 (Tex. App.—Houston [1st Dist.] 2008, pet. denied) ("[I]n situations in which the plat applicant has done all that the statutes and law demands, the approval of the plat becomes a mere ministerial duty."). As stated above, the Staff Report indicates that the Development Plan is "in conformance with all applicable Town regulations."

Furthermore, the Preserve as shown on the Development Plan meets the requirements of the PD ordinance. Page 58 of the PD-134 which establishes the development standards for the park features including the Preserve is attached as Exhibit A. As you can see the approved standards require a minimum area of 20,000 st. ft. and a minimum width of 50 feet. The Preserve as shown on the Development Plan contains over 220,000 square feet (over ten times the minimum) and is 250 feet wide (five times the minimum). The Zoning Concept Plan shows a "green" area that scales 70'-105' wide and Green Brick is providing 250' of width of "green" south of the street crossing. The PD also requires 10% open space and the Development Plan provides 29.5%.

The size of the Preserve was triggered in part by the Town's request to provide full detention to accommodate the Town's upstream development and prevent more overflows of FM 2499. When the Town approved the drainage plans it did not express a concern regarding the location and nature of the Preserve area.

It should also be noted that there is 40'-45' of existing slope from Gerault to the creek within the development which was always going to have retaining walls. Even the current Approved Development Plan would have had walls along the east side of the creek. The retaining walls help preserve the trees. If no wall, then the developer must slope into the

Ms. Bryn Meredith
Ms. Ashley Dierker
January 22, 2018
Page 3

Preserve area which would be an additional 100' encroachment resulting in the removal of numerous trees.

Furthermore, in *Bartlett v. Cinemark USA, Inc.*, the Court opined that approval of a development plan was a ministerial function. 908 S.W.2d 229, 238 (Tex. App.—Dallas 1995, no pet.). In this case, like the development plan in *Cinemark*, the Town's Professional Staff has indicated that the Development Plan meets all of the underlying requirements of the Town Code. Green Brick does not seek variances of the underlying development regulations; rather, Green Brick is merely seeking approval of an amended development plan that meets the applicable zoning regulations, subdivision regulations, thoroughfare regulations, and design guidelines. Accordingly, approval of the Development Plan is a ministerial function, and the Town should therefore approve it.

Please feel free to share this correspondence with members of the Town staff and P&Z. If you have any questions, please let me know.

Respectfully submitted,



Arthur J. Anderson

AJA:vb

Enclosure

SOUTHGATE DEVELOPMENT CODE
Flower Mound, TX

SECTION 5

SUBSECTION 5.1: PARK & OPEN SPACE ADMINISTRATION

- A. This Section defines the park and open space requirements for the mixed use Southgate Planned Development which is subject to Section 98-905 of the Code of Ordinances.
- B. Any changes to quantity, collection, or disbursement of park or environmental impact fees shall be addressed in the Developer Agreement.
- C. Each zone has requirements for minimum parks and open space and must comply with the following standards.
- D. The majority of the parks and open spaces require turf and trees as the minimum standard unless specified otherwise. The minimum tree planting is specified in table 5.1. The tree species must be selected from the Town's approved list of tree species.
- E. Minimum Open Space requirements are listed in Table 3.2.
- F. Surplus open space in one zone may be applied to deficiencies in other zones.
- G. Furnishings and equipment shall meet or exceed Town standards.

TABLE 5.1 Park and Open Space Requirements

PARK TYPES	CENTRAL PARK	NEIGHBORHOOD PARK	POCKET PARK	LINEAR PARK	PRESERVE	PLAZA	BUFFER FRONT	BUFFER REAR	GENERAL OPEN SPACE
MINIMUM AREA in SF	40,000	20,000	10,000	5,000	20,000	200	NA	NA	NA
MINIMUM WIDTH	50	40	30	15	50	15	15	5	10
TRAIL CONNECTION	REQ	P	P	REQ ¹	P	P	P	P	P
OPEN TO PUBLIC	REQ	P	P	REQ ¹	P	REQ ¹	P		P
WATER FEATURE	P	P	P			P			
SHADE STRUCTURE	P	P	P		< 60 SF	P			
LIGHTING	P	P	P	P		REQ			P
BENCHES & TRASH	REQ	REQ	REQ	P	P	REQ			
TABLES & CHAIRS	P	P	P			REQ			P
PICNIC TABLE			P						P
DRINKING FOUNTAIN	REQ	REQ	P	P	P	P	P	P	P
PLAYGROUND			P						
TREES	15/ac	10/ac	8/ac	30' O.C.	NOTE 5	15/AC	1/40'	1/50'	5/ac
GROUND COVER	Mostly Turf	Mostly Turf	Turf or Mulch	Turf or Mulch	Natural, Wild	Paved, gravel, some turf	Turf & Ground Cover	Turf & Ground Cover	Turf or Mulch
SEASONAL COLOR	200 SF MIN	100 SF MIN	P	P		P	P	P	P

P = PERMITTED ; REQ = REQUIRED; NA = NOT APPLICABLE; SHADED = PROHIBITED

NOTE 1 The trail within a linear park may be independent of the Town's trail network

NOTE 2 Not used

NOTE 3 Parks & open space may be in the form of parks, preserves, buffers, plazas, including floodplain areas.

NOTE 4 Open Spaces shall be dedicated to a Property Owners' Association and shall open to the public.

NOTE 5 The Preserve is intended to maintain the existing trees and canopy, although additional planting may be permitted.





PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: January 22, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Consider a request for a Development Plan (DP18-0001 - Southgate, Northwest Tract) to amend the grading detail for a portion of Phase Two residential. The property is generally located north of Long Prairie Road and west of Gerault Road.**

I. ITEM SUMMARY

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

This application will require final action by the Town Council.

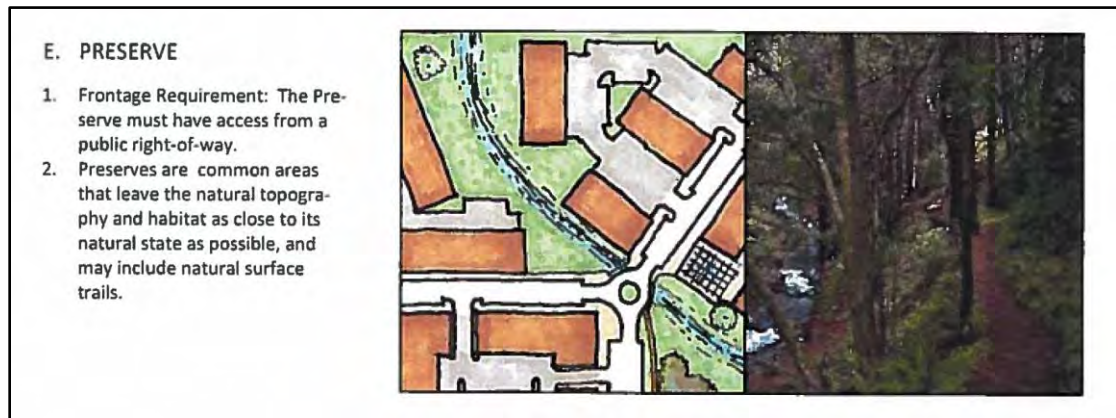
II. APPLICATION ANALYSIS

The Southgate development encompasses approximately 108.3 acres and is zoned Planned Development District-134 (PD-134) for both non-residential and residential uses. This development is bisected by two major arterials, Long Prairie Road and Gerault Road that essentially divide the development into three subareas – the Northeast Tract, the Northwest Tract, and the South Tract. The area of consideration for this development plan amendment application is the Phase Two residential portion of the Northwest Tract consisting of approximately 14.72 acres.

A development plan is an intermediate step between the zoning entitlements phase which requires conceptual level information and the record plat phase in which the engineering factor of dimensional precision is the predominant objective. A development plan is intended to show all the planning factors necessary to enable the proper Town approving authorities to determine whether the proposed plan for land development is satisfactory from the standpoint of public health, safety and welfare and is in accordance with the general guidance provided by the comprehensive master plan. The development plan and its review are intended to produce a subdivision design in which all planning factors have been recognized and reconciled.

On April 20, 2015, the Town Council approved a Master Plan Amendment (MPA14-0004) and zoning amendment (ZPD14-0006) to create PD-134 for Southgate to include a mixture of both residential and nonresidential uses, such as office, retail, restaurants, multifamily and single-family uses. This PD created distinctive zones within each Tract and provided development standards for each zone in terms of street and thoroughfare standards, open space and landscape standards, parking standards,

architectural standards, etc. One of the signature pieces of the property and the zoning is the Preserve area. This area in the Northwest Tract includes a waterway, steep slopes and mature trees. The area is defined as a major park area in the PD:



The PD, however, does not show the detail on how the area is supposed to be preserved. Also, the concept plan does not show the single-family residential that is being developed on this tract. The definitions within the open space and landscape section, particularly the Preserve, are generalized and provide no developmental control standards. The developer and Town staff agree to disagree regarding the interpretation of the Preserve area that diagonally bisects the Northwest Tract. Please find the link to the Planning and Zoning Commission and Town Council meeting presentations below. Per the discussions held during the meetings, the Preserve area is intended to preserve the natural topography and habitat as close to its natural state as possible.

December 8, 2014, P&Z meeting: Item D12
<http://flowermoundtx.swagit.com/play/12082014-998>

January 15, 2015, Town Council meeting: Items J25 and J26
<http://flowermoundtx.swagit.com/play/01152015-877>

April 6, 2015, Town Council meeting: Items J11 and J12
<http://flowermoundtx.swagit.com/play/04062015-825>

The Development Standards and Development Agreement for the Southgate development can be viewed on a dedicated web page: <http://www.flowermound.com/1386/Southgate-at-Flower-Mound>.

On April 18, 2016, the Town Council approved a development plan (DP15-0011) for both the Northeast and Northwest tracts, consisting of 422 buildable, single family attached and detached lots. On February 27, 2017, the Planning and Zoning Commission approved a record plat for Phase One located within the Northwest Tract consisting of 143 lots. On October 9, 2017, the Planning and Zoning Commission approved a record plat for Phase Three located within the Northeast Tract consisting of 112 lots. The combined number of lots in all phases (including the Phase Two plat that is under review by staff) will be 374.

The proposed development plan amendment does not intend to increase the density or number of lots. However, the purpose of this application is to provide an opportunity for the Town to revisit the placement of the lots within Phase Two that significantly impact the natural topography of the Preserve area. Detailed construction plan review during the record plat for this phase has revealed the need to construct an average of 20 feet tall by 360 feet wide retaining wall between the preserve area and the buildable area in order to realize eight lots. The grading required to construct this wall substantially alters the natural topography and affects riparian habitat and more upland habitat than envisioned with the Environmental Survey Analysis (ESA). The mitigation fee for impacting upland and riparian habitat needs to be reconciled before bringing Phase Two record plat for P&Z consideration. The image below shows the location and approximate height of the retaining wall. Lots 1 thru 8 are at a higher grade than the preserve area. Staff's recommendation to the developer was to eliminate the eight lots (with square boxes) and handle the grading change between the street level and the preserve area through the use of terraced and landscaped walls or similar to lower the physical and visual impact on the preserve area. The developer and staff were unable to reach agreement on addressing this issue which necessitated this amendment.



Upon compiling a final grading plan, the lot layout within Phase Two record plat has slightly changed from the approved development plan in order to accommodate the topography of the land. Approved Development Plan is included in this packet as Attachment A(3)).

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Approved Development Plan

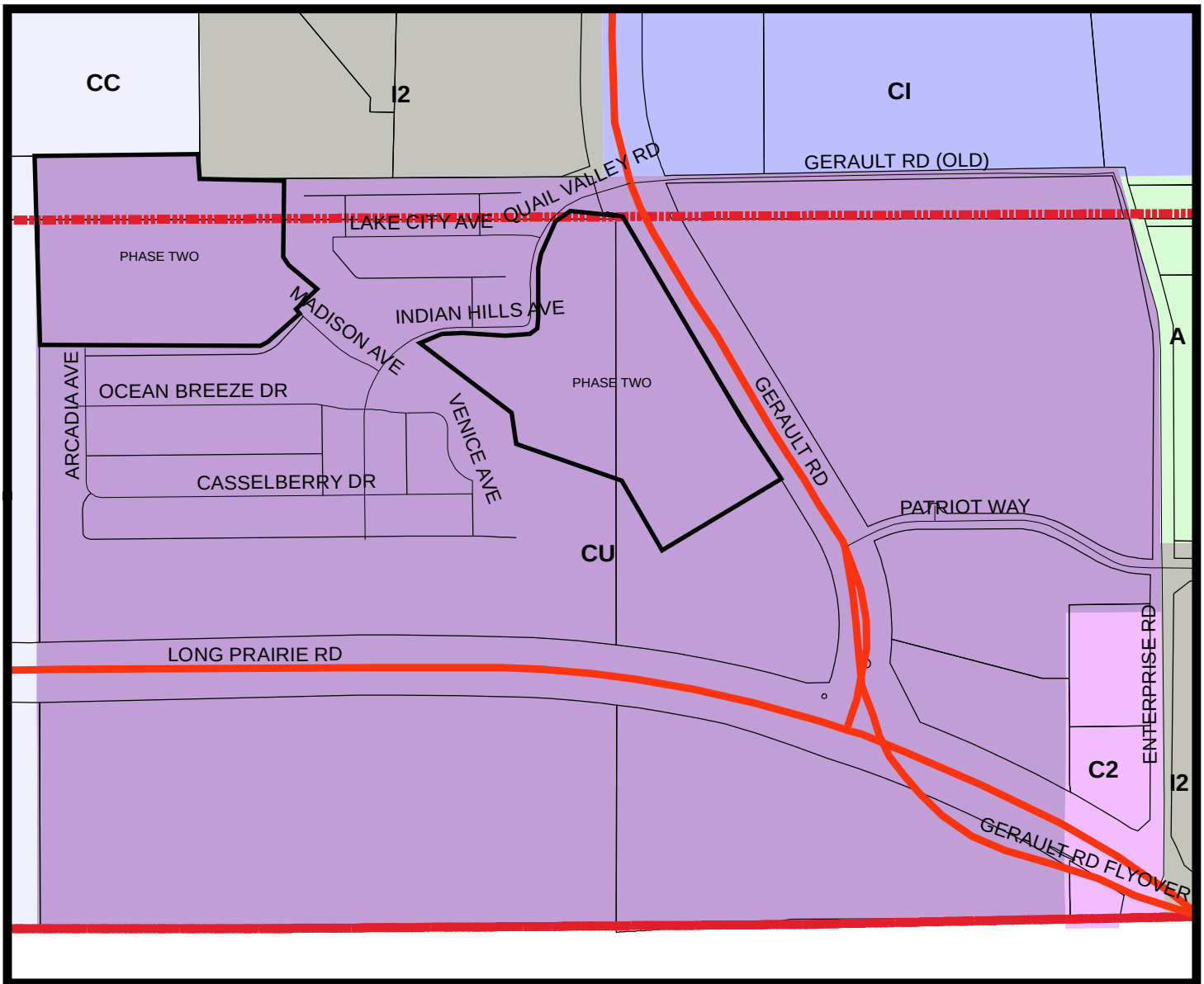
B. Application Details

1. Proposed Development Plan, Phase Two

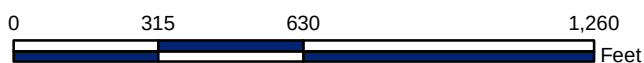
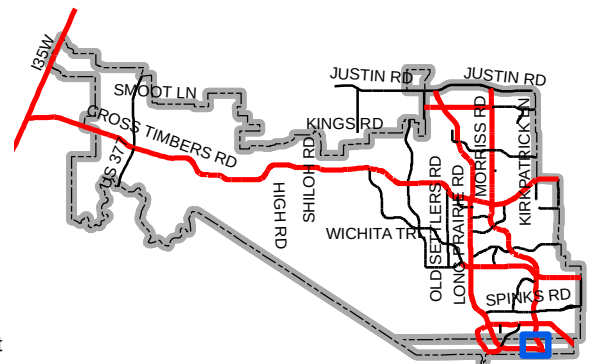
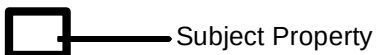


Vicinity Map

Reference Project: DP18-0001



LEGEND



Map Location



**DOWDEY, ANDERSON
& ASSOCIATES, INC.**
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

January 8, 2018

Doug Powell
Executive Director of Development Services
Planning Division
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Southgate (DAA No.:14032)
Flower Mound, Texas

Dear Mr. Powell

On behalf of our client, Green Brick Partners, please accept this letter as our Letter of Intent to describe and explain the requested Development Plan.

Our updated Development Plan is specific to Southgate Phase Two, consisting of 113 attached lots and 8 detached lots on 14.717 acres. The intent of this updated Development Plan is to correctly reflect the Phasing of Phase 1 and 2 and to correctly reflect the lot configuration for the area directly west of Gerault Road. In regards to the area directly west of Gerault, the approved Development Plan shows a mix of 56 attached lots and 8 detached lots extending 387.4 feet off the southern right of way of Gerault Road. The updated Development Plan now shows 55 attached lots and 8 detached lots extending 366.4 feet off the southern right of way of Gerault Road. In summation the updated development plan (Phases 1-3) consists of 334 attached lots and 42 detached lots, while the previously approved development plan consisted of 347 attached lots and 75 detached lots.

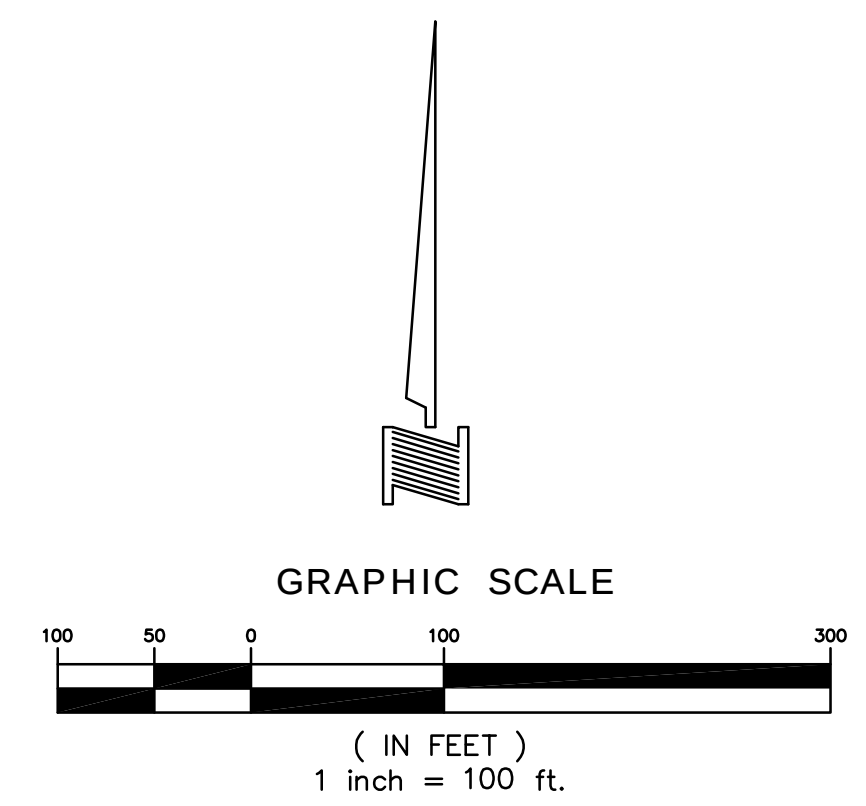
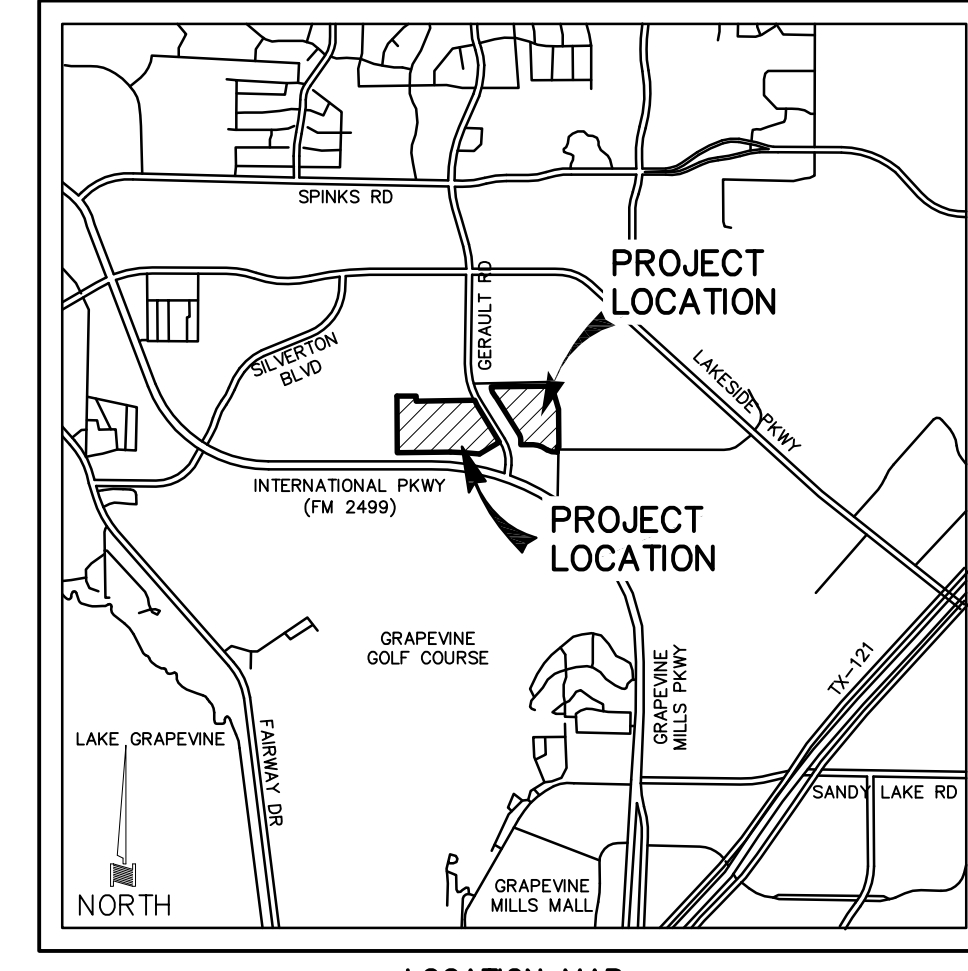
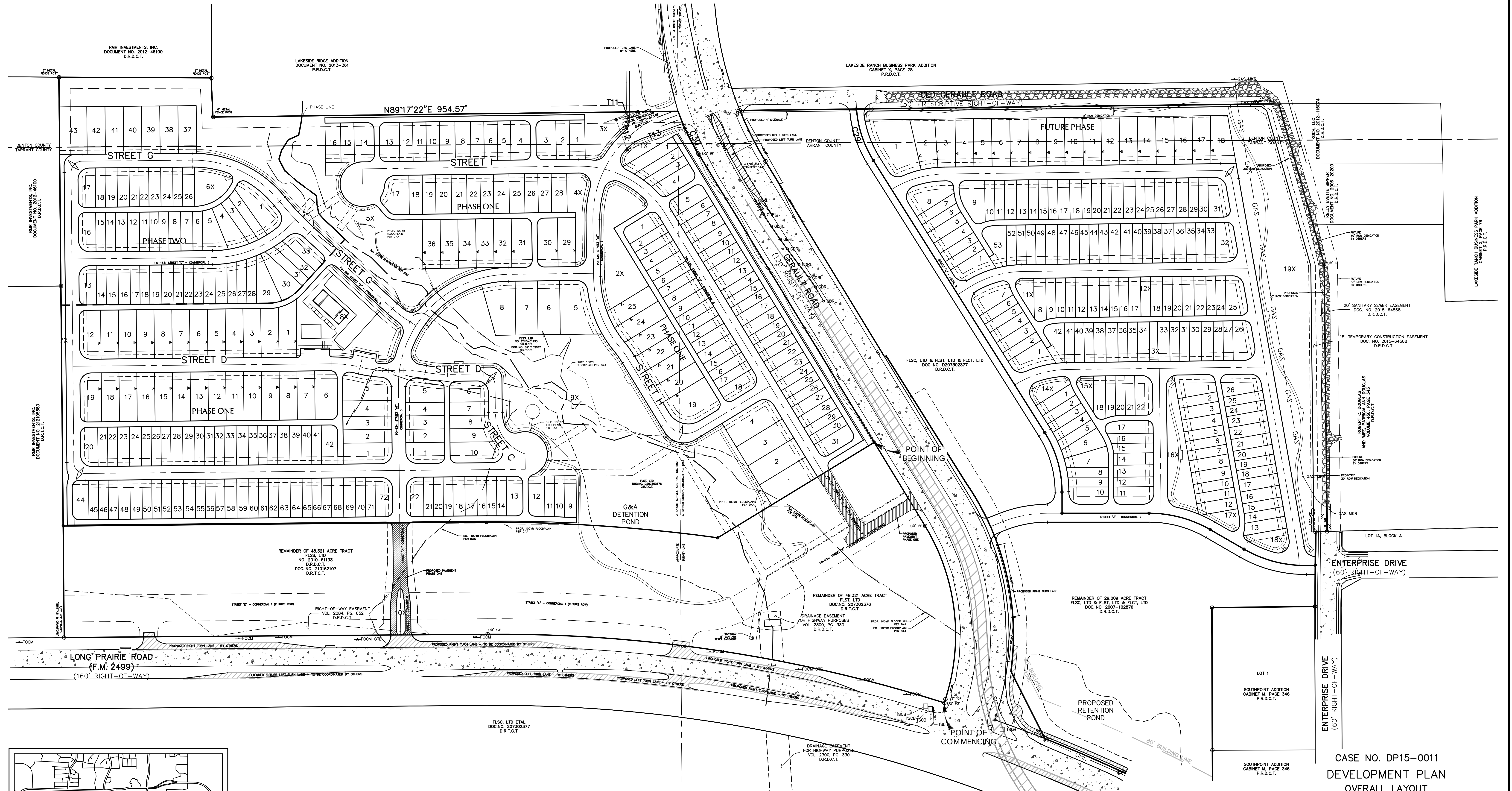
Please feel free to contact me should you have any questions regarding our request. Thank you.

Sincerely,

A handwritten signature in blue ink, reading "Traci Shannon Kilmer", is written over a light blue horizontal line.

Traci Shannon Kilmer, AICP
Senior Planner

Cc: Jed Dolson – Green Brick Partners; File;



MASTER PLAN FEATURES	
LAND USE PLAN	LAKEVIEW BUSINESS DISTRICT WITH CAMPUS COMMERCIAL USES
SPECIFIC PLANS	NOT IN A SPECIFIC PLAN AREA
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	AN 8-FT. MULTI-PURPOSE TRAIL IS SHOWN IN THE PLANNED DEVELOPMENT
OPEN SPACE PLAN	NOT APPLICABLE
THOROUGHFARE PLAN	LONG PRAIRIE (F.M. 2499) - MAJOR ARTERIAL / GERAULT - MAJOR ARTERIAL
WATER PLAN	EX. 16" IN GERAULT ROAD
WASTEWATER PLAN	EX. 12" IN GERAULT ROAD
ECONOMIC IMPACT	

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z APRIL 11, 2016
T C APRIL 18, 2016
SEE FILE FOR CONDITIONS DP15-0011

DEVELOPER
GREEN BRICK PARTNERS
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON

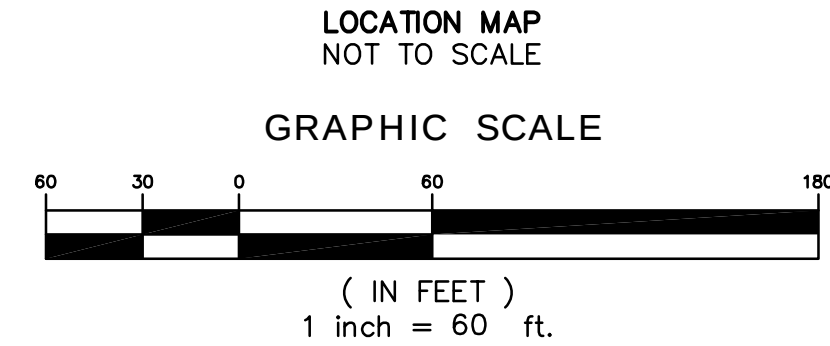
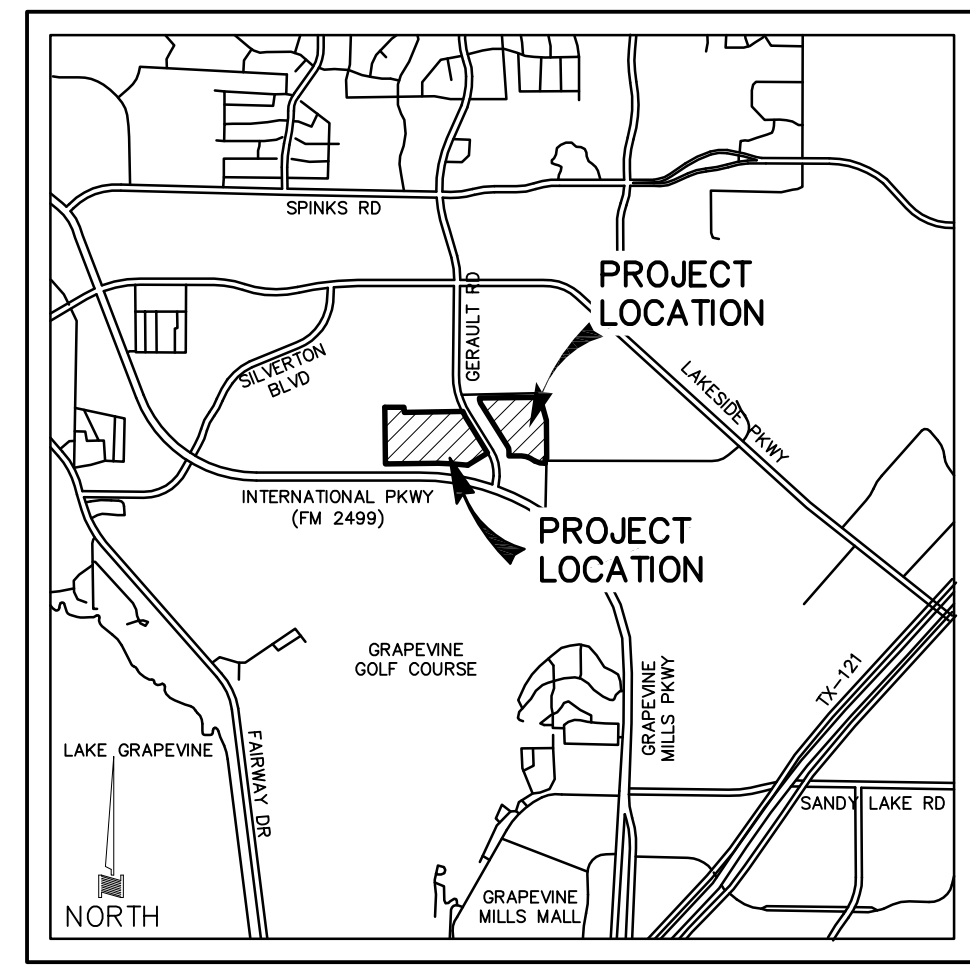
OWNER
JBGL CHATEAU LLC
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON

CASE NO. DP15-0011
DEVELOPMENT PLAN
OVERALL LAYOUT
SOUTHGATE
347 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
75 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
19 HOA OPEN SPACE LOTS
WEST TRACT: 34.964 ACRES
EAST TRACT: 17.101 ACRES
AN ADDITION TO THE TOWN OF FLOWER MOUND
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
IN THE
DENTON COUNTY, TEXAS
TARRANT COUNTY, TEXAS
SEPTEMBER 28, 2015
SCALE: 1"=100'
PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

RMR INVESTMENTS, INC.
DOCUMENT NO. 2012-46100
D.R.D.C.T.

LAKEVIEW RIDGE ADDITION
DOCUMENT NO. 2013-361
P.R.D.C.T.

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LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
- <CM> CONTROL MONUMENT
- FADUE FIRE ACCESS DRAINAGE EASEMENT
- DE DRAINAGE EASEMENT
- SSE SANITARY SEWER EASEMENT
- BL BUILD-TO-LINE (FRONT) OR SIDE CORNER SETBACK
- BSB BUILDING SETBACK LINE - PD-134, SEC 3 (D).3.3.2
- PAE PUBLIC ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT
- MAE MUTUAL ACCESS EASEMENT
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- D.R.T.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
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- GRIL GUARD RAIL
- GAS GAS LINE MARKER
- LP LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- STMH STORM MANHOLE
- OHE- OVERHEAD ELECTRIC LINE
- ASPHALT
- CONCRETE
- GRAVEL
- ◇ DENOTES STREET NAME CHANGE
- ▲ DENOTES THE ZERO LOT LINE

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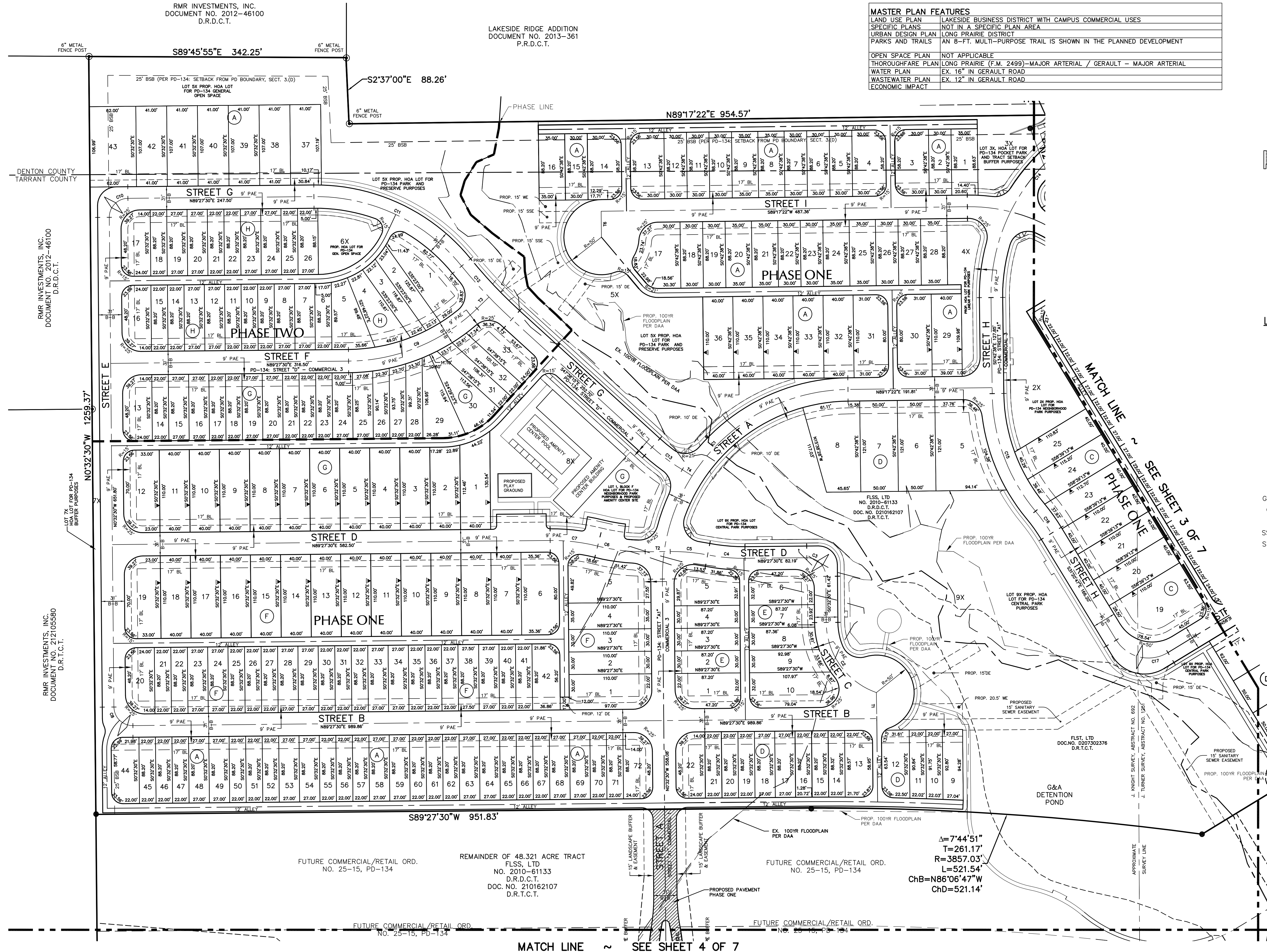
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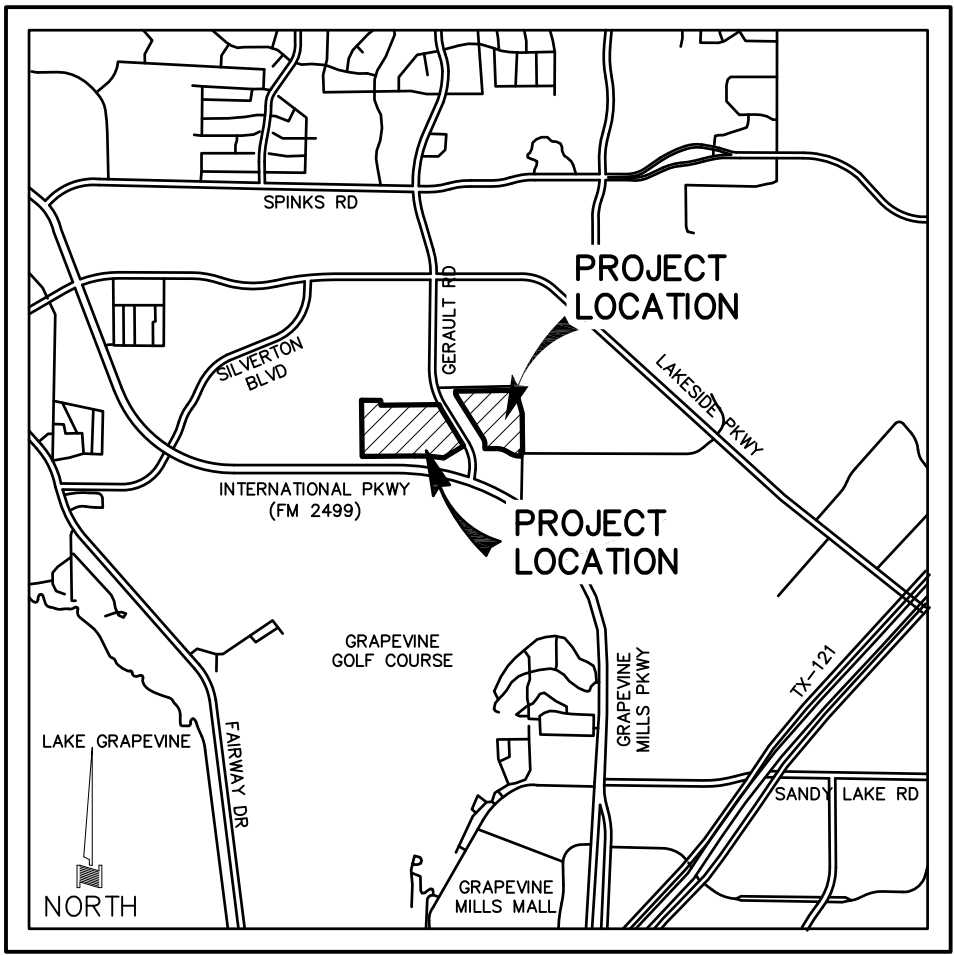
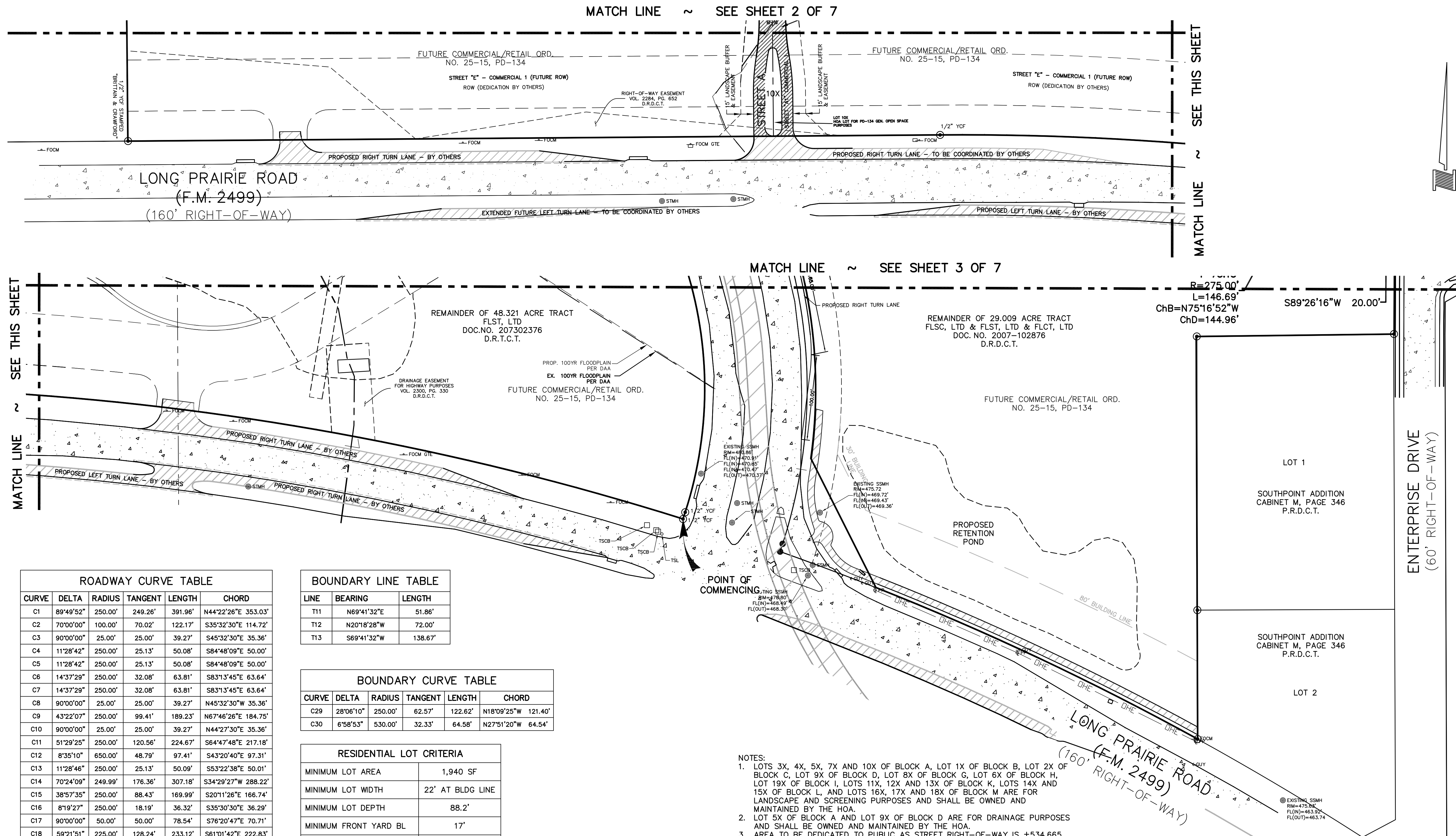
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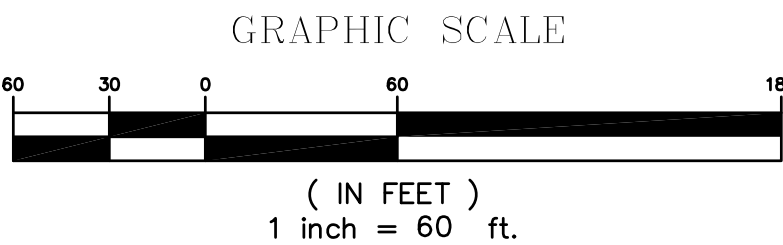


MATCH LINE ~ SEE SHEET 4 OF 7





LOCATION MAP
NOT TO SCALE



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- CONCRETE
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- DENOTES STREET NAME CHANGE
- DENOTES THE ZERO LOT LINE

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	89°49'52"	250.00'	249.26'	391.96'	N44°22'26"E 353.03'
C2	70°00'00"	100.00'	70.02'	122.17'	S35°32'30"E 114.72'
C3	90°00'00"	25.00'	25.00'	39.27'	S45°32'30"E 35.36'
C4	11°28'42"	250.00'	25.13'	50.08'	S84°48'09"E 50.00'
C5	11°28'42"	250.00'	25.13'	50.08'	S84°48'09"E 50.00'
C6	14°37'29"	250.00'	32.08'	63.81'	S83°13'45"E 63.64'
C7	14°37'29"	250.00'	32.08'	63.81'	S83°13'45"E 63.64'
C8	90°00'00"	25.00'	25.00'	39.27'	N45°32'30"W 35.36'
C9	43°22'07"	250.00'	99.41'	189.23'	N67°46'26"E 184.75'
C10	90°00'00"	25.00'	25.00'	39.27'	N44°27'30"E 35.36'
C11	51°29'25"	250.00'	120.56'	224.67'	S84°47'48"E 217.18'
C12	8°35'10"	650.00'	48.79'	97.41'	S43°20'40"E 97.31'
C13	11°28'46"	250.00'	25.13'	50.09'	S53°22'38"E 50.01'
C14	70°24'09"	249.99'	176.36'	307.18'	S34°29'27"W 288.22'
C15	38°57'35"	250.00'	88.43'	169.99'	S20°11'26"E 166.74'
C16	8°19'27"	250.00'	18.19'	36.32'	S35°30'30"E 36.29'
C17	90°00'00"	50.00'	50.00'	78.54'	S78°20'47"E 70.71'
C18	59°21'51"	225.00'	128.24'	233.12'	S61°01'42"E 222.83'
C19	31°29'39"	250.00'	70.49'	137.42'	S16°27'41"E 135.70'
C20	32°12'30"	250.00'	72.18'	140.54'	S16°06'15"E 138.69'

BOUNDARY LINE TABLE		
LINE	BEARING	LENGTH
T11	N69°41'32"E	51.86'
T12	N20°18'28"W	72.00'
T13	S69°41'32"W	138.67'

BOUNDARY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C29	28°08'10"	250.00'	62.57'	122.62'	N18°09'25"W 121.40'
C30	6°58'53"	530.00'	32.33'	64.58'	N27°51'20"W 64.54'

RESIDENTIAL LOT CRITERIA	
MINIMUM LOT AREA	1,940 SF
MINIMUM LOT WIDTH	22' AT BLDG LINE
MINIMUM LOT DEPTH	88.2'
MINIMUM FRONT YARD BL	17'
MINIMUM REAR YARD BL	8'
MINIMUM SIDE YARD BL	0'
MAXIMUM LOT COVERAGE	72%
MINIMUM FLOOR AREA	1800 SF
MAXIMUM BUILDING HEIGHT	3 STORIES OR 35'

LOT AND BLOCK SUMMARY		
SMALLEST	1,940 SF	0.04 AC
LARGEST	11,156 SF	0.26 AC
AVERAGE	2,992 SF	0.07 AC
TOTAL LOTS (INCLUDING X LOTS)	441 LOTS	
TOTAL BUILDABLE LOTS (EXCLUDING X LOTS)	422 RESIDENTIAL LOTS	

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WASTEWATER PLAN	EX. 12" IN GERAULT ROAD
ECONOMIC IMPACT	

- NOTES:
- LOTS 3X, 4X, 5X, 7X AND 10X OF BLOCK A, LOT 1X OF BLOCK B, LOT 2X OF BLOCK C, LOT 9X OF BLOCK D, LOT 8X OF BLOCK G, LOT 6X OF BLOCK H, LOT 19X OF BLOCK I, LOTS 11X, 12X AND 13X OF BLOCK K, LOTS 14X AND 15X OF BLOCK L, AND LOTS 16X, 17X AND 18X OF BLOCK M ARE FOR LANDSCAPE AND SCREENING PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
 - LOT 5X OF BLOCK A AND LOT 9X OF BLOCK D ARE FOR DRAINAGE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
 - AREA TO BE DEDICATED TO PUBLIC AS STREET RIGHT-OF-WAY IS ±534,665 SF.
 - THE ISSUANCE OF PERMITS AND CERTIFICATES OF OCCUPANCY FOR DEVELOPMENT OF THE PROPERTY SHOWN ON THE CONCEPT PLAN IS SUBJECT TO COMPLIANCE WITH AN APPROVED ENVIRONMENTAL PROTECTION PLAN.
 - PURSUANT TO THE ORDINANCE NO. 25-15, PD-134 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION, MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY IF DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PARTIAL OPERATION, MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAY.
 - ALL X-LOTS ARE UNBUILDABLE, SAVE AND EXCEPT LOT 8X BLOCK G SHALL REMAIN BUILDABLE FOR THE PROPOSED AMENITY CENTER LOCATION.
 - THE PROPOSED AMENITY CENTER FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HOA.
 - ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
 - RETAINING WALL MATERIALS SHALL CONSIST OF MATERIALS SIMILAR IN NATURE TO SCREENING WALLS.
 - A RESERVED CONCRETE PAD FOR TRASH PICK UP SHALL BE DESIGNATED FOR LOTS 1-3, 14-16, AND 29-30 BLOCK A, LOTS 1-4, BLOCK B, LOTS 9-12, BLOCK D, LOTS 1-2 BLOCK F, LOTS 1-3 BLOCK J AND LOTS 1-3, BLOCK K.
 - A PORTION OF LOT 9X, BLOCK D IS IDENTIFIED AS IS1 ON THE EPP AND SHALL BE PRESERVED IN ITS NATURAL STATE.
 - LOT 5X, BLOCK A SHALL BE IDENTIFIED AS THE PRESERVE AND IT IS INTENDED TO MAINTAIN THE EXISTING TREES AND CANOPY, ALTHOUGH ADDITIONAL PLANTING MAY BE PERMITTED PER PD-134.
 - SIDEWALKS SHALL BE 5'-0" IN WIDTH.
 - PROPOSED NEIGHBORHOOD PARK LOT 2X SHALL BE DEVELOPED WITH A WATER FOUNTAIN, BENCHES, AND TRASH RECEPTACLE. PROPOSED POCKET PARKS SHALL BE DEVELOPED WITH BENCHES AND TRASH RECEPTACLE.

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T1	N01°02'30"W	34.61'
T2	N89°27'30"E	33.33'
T3	N46°05'23"E	22.09'
T4	S57°20'30"E	15.50'
T5	S69°41'31"W	22.48'
T6	S00°42'38"E	34.50'
T7	S57°47'30"W	31.95'
T8	N89°26'16"E	19.70'
T9	N67°57'57"E	26.36'
T10	S00°00'00"E	47.58'

CASE NO. DP15-0011
DEVELOPMENT PLAN
SOUTHGATE
347 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
75 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
19 HOA OPEN SPACE LOTS
WEST TRACT: 34.964 ACRES
EAST TRACT: 17.101 ACRES

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
IN THE
DENTON COUNTY, TEXAS
TARRANT COUNTY, TEXAS
SEPTEMBER 28, 2015
SCALE: 1"=60'

DEVELOPER
GREEN BRICK PARTNERS
2805 NORTH DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75093
PH: (469) 573-6762
CONTACT: JED DOLSON

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

SG–R2 – (BLOCKS A–H)

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	A	3089	0.07	ATTACHED
2	A	2646	0.06	ATTACHED
3	A	3872	0.09	ATTACHED
4	A	3872	0.09	ATTACHED
5	A	2646	0.06	ATTACHED
6	A	2646	0.06	ATTACHED
7	A	2646	0.06	ATTACHED
8	A	3087	0.07	ATTACHED
9	A	3087	0.07	ATTACHED
10	A	2646	0.06	ATTACHED
11	A	2646	0.06	ATTACHED
12	A	2646	0.06	ATTACHED
13	A	3872	0.09	ATTACHED
14	A	3872	0.09	ATTACHED
15	A	2646	0.06	ATTACHED
16	A	3087	0.07	ATTACHED
17	A	4801	0.11	ATTACHED
18	A	2646	0.06	ATTACHED
19	A	2646	0.06	ATTACHED
20	A	3087	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	A	3087	0.07	ATTACHED
22	A	2646	0.06	ATTACHED
23	A	2646	0.06	ATTACHED
24	A	3087	0.07	ATTACHED
25	A	3087	0.07	ATTACHED
26	A	2646	0.06	ATTACHED
27	A	2646	0.06	ATTACHED
28	A	3087	0.07	ATTACHED
29	A	4400	0.10	DETACHED
30	A	4963	0.11	DETACHED
31	A	4963	0.11	DETACHED
32	A	4400	0.10	DETACHED
33	A	4400	0.10	DETACHED
34	A	4400	0.10	DETACHED
35	A	4400	0.10	DETACHED
36	A	4400	0.10	DETACHED
37	A	4388	0.10	DETACHED
38	A	4387	0.10	DETACHED
39	A	4387	0.10	DETACHED
40	A	4387	0.10	DETACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
41	A	4387	0.10	DETACHED
42	A	4387	0.10	DETACHED
43	A	6634	0.15	DETACHED
44	A	3166	0.07	ATTACHED
45	A	1940	0.04	ATTACHED
46	A	1940	0.04	ATTACHED
47	A	1940	0.04	ATTACHED
48	A	2381	0.05	ATTACHED
49	A	2381	0.05	ATTACHED
50	A	1940	0.04	ATTACHED
51	A	1940	0.04	ATTACHED
52	A	1940	0.04	ATTACHED
53	A	2381	0.05	ATTACHED
54	A	2381	0.05	ATTACHED
55	A	1940	0.04	ATTACHED
56	A	1940	0.04	ATTACHED
57	A	1940	0.04	ATTACHED
58	A	2381	0.05	ATTACHED
59	A	2381	0.05	ATTACHED
60	A	1940	0.04	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
61	A	1940	0.04	ATTACHED
62	A	1940	0.04	ATTACHED
63	A	2381	0.05	ATTACHED
64	A	2381	0.05	ATTACHED
65	A	1940	0.04	ATTACHED
66	A	1940	0.04	ATTACHED
67	A	1940	0.04	ATTACHED
68	A	2381	0.05	ATTACHED
69	A	2381	0.05	ATTACHED
70	A	1940	0.04	ATTACHED
71	A	1940	0.04	ATTACHED
72	A	3257	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	B	3360	0.08	ATTACHED
2	B	2452	0.06	ATTACHED
3	B	2251	0.05	ATTACHED
4	B	3398	0.08	ATTACHED
5	B	3168	0.07	ATTACHED
6	B	1940	0.04	ATTACHED
7	B	1940	0.04	ATTACHED
8	B	2381	0.05	ATTACHED
9	B	2381	0.05	ATTACHED
10	B	1940	0.04	ATTACHED
11	B	1940	0.04	ATTACHED
12	B	2381	0.05	ATTACHED
13	B	2381	0.05	ATTACHED
14	B	1940	0.04	ATTACHED
15	B	1940	0.04	ATTACHED
16	B	1940	0.04	ATTACHED
17	B	2381	0.05	ATTACHED
18	B	2381	0.05	ATTACHED
19	B	1940	0.04	ATTACHED
20	B	1940	0.04	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	B	1940	0.04	ATTACHED
22	B	2381	0.05	ATTACHED
23	B	2381	0.05	ATTACHED
24	B	1940	0.04	ATTACHED
25	B	1940	0.04	ATTACHED
26	B	1940	0.04	ATTACHED
27	B	2381	0.05	ATTACHED
28	B	2381	0.05	ATTACHED
29	B	1940	0.04	ATTACHED
30	B	1940	0.04	ATTACHED
31	B	3167	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	C	3165	0.07	ATTACHED
2	C	1940	0.04	ATTACHED
3	C	1940	0.04	ATTACHED
4	C	2381	0.05	ATTACHED
5	C	2381	0.05	ATTACHED
6	C	1940	0.04	ATTACHED
7	C	1940	0.04	ATTACHED
8	C	2381	0.05	ATTACHED
9	C	2381	0.05	ATTACHED
10	C	1940	0.04	ATTACHED
11	C	1940	0.04	ATTACHED
12	C	1940	0.04	ATTACHED
13	C	2381	0.05	ATTACHED
14	C	2381	0.05	ATTACHED
15	C	1940	0.04	ATTACHED
16	C	1940	0.04	ATTACHED
17	C	1940	0.04	ATTACHED
18	C	3257	0.07	ATTACHED
19	C	8050	0.18	DETACHED
20	C	4400	0.10	DETACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	C	4400	0.10	DETACHED
22	C	4400	0.10	DETACHED
23	C	4434	0.10	DETACHED
24	C	4581	0.11	DETACHED
25	C	4544	0.10	DETACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	E	3916	0.09	ATTACHED
2	E	2616	0.06	ATTACHED
3	E	2616	0.06	ATTACHED
4	E	2616	0.06	ATTACHED
5	E	4327	0.10	ATTACHED
6	E	3916	0.09	ATTACHED
7	E	2616	0.06	ATTACHED
8	E	2684	0.06	ATTACHED
9	E	2987	0.07	ATTACHED
10	E	5323	0.12	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	F	5240	0.12	ATTACHED
2	F	3300	0.08	ATTACHED
3	F	3300	0.08	ATTACHED
4	F	3850	0.09	ATTACHED
5	F	6160	0.14	DETACHED
6	F	5443	0.12	DETACHED
7	F	4400	0.10	DETACHED
8	F	4400	0.10	DETACHED
9	F	4400	0.10	DETACHED
10	F	4400	0.10	DETACHED
11	F	4400	0.10	DETACHED
12	F	4400	0.10	DETACHED
13	F	4400	0.10	DETACHED
14	F	4400	0.10	DETACHED
15	F	4400	0.10	DETACHED
16	F	4400	0.10	DETACHED
17	F	4400	0.10	DETACHED
18	F	4400	0.10	DETACHED
19	F	5098	0.12	DETACHED
20	F	3257	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	F	1940	0.04	ATTACHED
22	F	1940	0.04	ATTACHED
23	F	2381	0.05	ATTACHED
24	F	2381	0.05	ATTACHED
25	F	1940	0.04	ATTACHED
26	F	1940	0.04	ATTACHED
27	F	1940	0.04	ATTACHED
28	F	2381	0.05	ATTACHED
29	F	2381	0.05	ATTACHED
30	F	1940	0.04	ATTACHED
31	F	1940	0.04	ATTACHED
32	F	1940	0.04	ATTACHED
33	F	2381	0.05	ATTACHED
34	F	2381	0.05	ATTACHED
35	F	1940	0.04	ATTACHED
36	F	1940	0.04	ATTACHED
37	F	1940	0.04	ATTACHED
38	F	2426	0.06	ATTACHED
39	F	2381	0.05	ATTACHED
40	F	1940	0.04	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
41	F	1940	0.04	ATTACHED
42	F	3203	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	D	6359	0.15	DETACHED
2	D	6050	0.14	DETACHED
3	D	6050	0.14	DETACHED
4	D	7368	0.17	DETACHED
5	D	8648	0.20	DETACHED
6	D	6050	0.14	DETACHED
7	D	6050	0.14	DETACHED
8	D	7309	0.17	DETACHED
9	D	2525	0.06	ATTACHED
10	D	2030	0.05	ATTACHED
11	D	2008	0.05	ATTACHED
12	D	3273	0.08	ATTACHED
13	D	3190	0.07	ATTACHED
14	D	1945	0.04	ATTACHED
15	D	1941	0.04	ATTACHED
16	D	1940	0.04	ATTACHED
17	D	2381	0.05	ATTACHED
18	D	2381	0.05	ATTACHED
19	D	1940	0.04	ATTACHED
20	D	1940	0.04	ATTACHED
21	D	1940	0.04	ATTACHED
22	D	3257	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	G	4793	0.11	DETACHED
2	G	4419	0.10	DETACHED
3	G	4400	0.10	DETACHED
4	G	4400	0.10	DETACHED
5	G	4400	0.10	DETACHED
6	G	4400	0.10	DETACHED
7	G	4400	0.10	DETACHED
8	G	4400	0.10	DETACHED
9	G	4400	0.10	DETACHED
10	G	4400	0.10	DETACHED
11	G	4400	0.10	DETACHED
12	G	5098	0.12	DETACHED
13	G	3257	0.07	ATTACHED
14	G	1940	0.04	ATTACHED
15	G	2381	0.05	ATTACHED
16	G	2381	0.05	ATTACHED
17	G	1940	0.04	ATTACHED
18	G	1940	0.04	ATTACHED
19	G	2381	0.05	ATTACHED
20	G	2381	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	G	1940	0.04	ATTACHED
22	G	1940	0.04	ATTACHED
23	G	1940	0.04	ATTACHED
24	G	2381	0.05	ATTACHED
25	G	2402	0.06	ATTACHED
26	G	2019	0.05	ATTACHED
27	G	2120	0.05	ATTACHED
28	G	2265	0.05	ATTACHED
29	G	3746	0.09	ATTACHED
30	G	3965	0.09	ATTACHED
31	G	2415	0.06	ATTACHED
32	G	2278	0.05	ATTACHED
33	G	3681	0.08	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	H	5840	0.13	ATTACHED
2	H	2664	0.06	ATTACHED
3	H	2498	0.06	ATTACHED
4	H	3699	0.08	ATTACHED
5	H	3713	0.09	ATTACHED
6	H	1948	0.04	ATTACHED
7	H	2381	0.05	ATTACHED
8	H	2381	0.05	ATTACHED
9	H	1940	0.04	ATTACHED
10	H	1940	0.04	ATTACHED
11	H	1940	0.04	ATTACHED
12	H	2381	0.05	ATTACHED
13	H	2381	0.05	ATTACHED
14	H	1940	0.04	ATTACHED
15	H	1940	0.04	ATTACHED
16	H	3257	0.07	ATTACHED
17	H	3257	0.07	ATTACHED
18	H	1940	0.04	ATTACHED
19	H	2381	0.05	ATTACHED
20	H	2381	0.05	ATTACHED

SG-R1 – (BLOCKS I-M)

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	I	11156	0.26	DETACHED
2	I	5229	0.12	DETACHED
3	I	4640	0.11	DETACHED
4	I	4428	0.10	DETACHED
5	I	4428	0.10	DETACHED
6	I	4428	0.10	DETACHED
7	I	4428	0.10	DETACHED
8	I	4428	0.10	DETACHED
9	I	4428	0.10	DETACHED
10	I	4428	0.10	DETACHED
11	I	4428	0.10	DETACHED
12	I	4428	0.10	DETACHED
13	I	4428	0.10	DETACHED
14	I	4428	0.10	DETACHED
15	I	4428	0.10	DETACHED
16	I	4428	0.10	DETACHED
17	I	4428	0.10	DETACHED
18	I	5130	0.12	DETACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	J	3707	0.09	ATTACHED
2	J	1962	0.05	ATTACHED
3	J	1962	0.05	ATTACHED
4	J	2409	0.06	ATTACHED
5	J	2408	0.06	ATTACHED
6	J	1981	0.05	ATTACHED
7	J	2086	0.05	ATTACHED
8	J	5272	0.12	ATTACHED
9	J	4537	0.10	ATTACHED
10	J	2001	0.05	ATTACHED
11	J	1963	0.05	ATTACHED
12	J	2409	0.06	ATTACHED
13	J	2408	0.06	ATTACHED
14	J	1962	0.05	ATTACHED
15	J	1962	0.05	ATTACHED
16	J	1962	0.05	ATTACHED
17	J	2409	0.06	ATTACHED
18	J	2408	0.06	ATTACHED
19	J	1962	0.05	ATTACHED
20	J	1962	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	J	1962	0.05	ATTACHED
22	J	2409	0.06	ATTACHED
23	J	2408	0.06	ATTACHED
24	J	1962	0.05	ATTACHED
25	J	1962	0.05	ATTACHED
26	J	1962	0.05	ATTACHED
27	J	2409	0.06	ATTACHED
28	J	2408	0.06	ATTACHED
29	J	1962	0.05	ATTACHED
30	J	1962	0.05	ATTACHED
31	J	3822	0.09	ATTACHED
32	J	3902	0.09	ATTACHED
33	J	1962	0.05	ATTACHED
34	J	1962	0.05	ATTACHED
35	J	1962	0.05	ATTACHED
36	J	2408	0.06	ATTACHED
37	J	2409	0.06	ATTACHED
38	J	1962	0.05	ATTACHED
39	J	1962	0.05	ATTACHED
40	J	1962	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
41	J	2408	0.06	ATTACHED
42	J	2409	0.06	ATTACHED
43	J	1962	0.05	ATTACHED
44	J	1962	0.05	ATTACHED
45	J	1962	0.05	ATTACHED
46	J	1962	0.05	ATTACHED
47	J	2408	0.06	ATTACHED
48	J	2409	0.06	ATTACHED
49	J	1962	0.05	ATTACHED
50	J	1962	0.05	ATTACHED
51	J	1964	0.05	ATTACHED
52	J	1989	0.05	ATTACHED
53	J	3818	0.09	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	K	4090	0.09	ATTACHED
2	K	1962	0.05	ATTACHED
3	K	2408	0.06	ATTACHED
4	K	2408	0.06	ATTACHED
5	K	1962	0.05	ATTACHED
6	K	1963	0.05	ATTACHED
7	K	4222	0.10	ATTACHED
8	K	2584	0.06	ATTACHED
9	K	2005	0.05	ATTACHED
10	K	1963	0.05	ATTACHED
11	K	1962	0.05	ATTACHED
12	K	2409	0.06	ATTACHED
13	K	2408	0.06	ATTACHED
14	K	1962	0.05	ATTACHED
15	K	1962	0.05	ATTACHED
16	K	1962	0.05	ATTACHED
17	K	2408	0.06	ATTACHED
18	K	2408	0.06	ATTACHED
19	K	1962	0.05	ATTACHED
20	K	1962	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	K	2409	0.06	ATTACHED
22	K	2408	0.06	ATTACHED
23	K	1962	0.05	ATTACHED
24	K	1962	0.05	ATTACHED
25	K	3822	0.09	ATTACHED
26	K	3902	0.09	ATTACHED
27	K	1962	0.05	ATTACHED
28	K	1962	0.05	ATTACHED
29	K	2408	0.06	ATTACHED
30	K	2409	0.06	ATTACHED
31	K	1962	0.05	ATTACHED
32	K	1962	0.05	ATTACHED
33	K	2408	0.06	ATTACHED
34	K	2408	0.06	ATTACHED
35	K	1962	0.05	ATTACHED
36	K	1962	0.05	ATTACHED
37	K	2408	0.06	ATTACHED
38	K	2409	0.06	ATTACHED
39	K	1962	0.05	ATTACHED
40	K	1962	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
41	K	1962	0.05	ATTACHED
42	K	3230	0.07	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	L	2435	0.06	ATTACHED
2	L	1962	0.05	ATTACHED
3	L	1963	0.05	ATTACHED
4	L	1980	0.05	ATTACHED
5	L	2037	0.05	ATTACHED
6	L	3229	0.07	ATTACHED
7	L	3353	0.08	ATTACHED
8	L	2043	0.05	ATTACHED
9	L	1982	0.05	ATTACHED
10	L	3291	0.08	ATTACHED
11	L	3364	0.08	ATTACHED
12	L	1977	0.05	ATTACHED
13	L	2418	0.06	ATTACHED
14	L	2412	0.06	ATTACHED
15	L	2015	0.05	ATTACHED
16	L	2172	0.05	ATTACHED
17	L	2939	0.07	ATTACHED
18	L	2549	0.06	ATTACHED
19	L	2026	0.05	ATTACHED
20	L	1966	0.05	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
21	L	1962	0.05	ATTACHED
22	L	3386	0.08	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
1	M	4108	0.09	ATTACHED
2	M	1962	0.05	ATTACHED
3	M	2408	0.06	ATTACHED
4	M	2408	0.06	ATTACHED
5	M	1962	0.05	ATTACHED
6	M	1962	0.05	ATTACHED
7	M	1962	0.05	ATTACHED
8	M	2408	0.06	ATTACHED
9	M	2408	0.06	ATTACHED
10	M	1962	0.05	ATTACHED
11	M	1962	0.05	ATTACHED
12	M	2398	0.06	ATTACHED
13	M	2567	0.06	ATTACHED

LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	DESCRIPTION
14	M	1976	0.05	ATTACHED
15	M	1962	0.05	ATTACHED
16	M	2408	0.06	ATTACHED
17	M	2408	0.06	ATTACHED
18	M	1962	0.05	ATTACHED
19	M	1962	0.05	ATTACHED
20	M	1962	0.05	ATTACHED
21	M	2408	0.06	ATTACHED
22	M	2408	0.06	ATTACHED
23	M	2253	0.05	ATTACHED
24	M	1962	0.05	ATTACHED
25	M	1962	0.05	ATTACHED
26	M	3836	0.09	ATTACHED

SG-R1

HOA LOT AREA TABLE				
LOT	BLOCK	AREA (SF)	AREA (AC)	TYPE
11X	K	2281	0.05	GENERAL OPEN SPACE
12X	K	1963	0.05	GENERAL OPEN SPACE
13X	K	1662	0.04	GENERAL OPEN SPACE
14X	L	3343	0.08	GENERAL OPEN SPACE
15X	L	1916	0.04	GENERAL OPEN SPACE
16X	M	12342	0.28	POCKET PARK
17X	M	2433	0.06	GENERAL OPEN SPACE
18X	M	3654	0.08	GENERAL OPEN SPACE
19X	I	136350	3.13	NEIGHBORHOOD PARK AND BUFFER

CASE NO. DP15-0011
DEVELOPMENT PLAN
SOUTHGATE

347 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
75 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
19 HOA OPEN SPACE LOTS

WEST TRACT: 34.964 ACRES
EAST TRACT: 17.101 ACRES

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
IN THE
DENTON COUNTY, TEXAS
TARRANT COUNTY, TEXAS

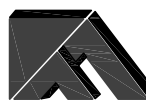
SEPTEMBER 28, 2015

SCALE: 1"=60'

DEVELOPER
GREEN BRICK PARTNERS
2805 NORTH DALLAS PARKWAY
SUITE 400
PLANO, TEXAS 75093
PH:(469) 573-6762
CONTACT: JED DOLSON

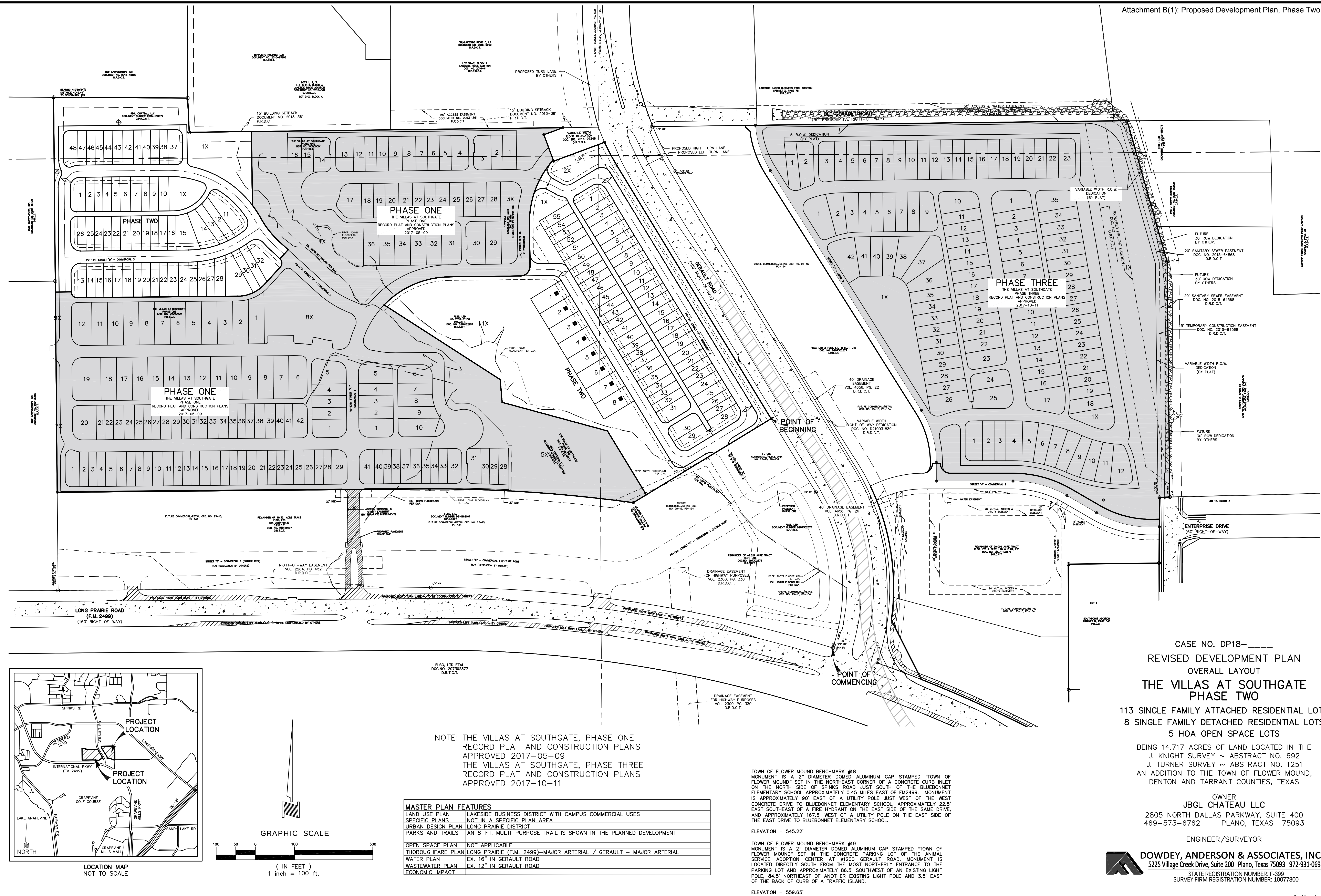
OWNER
JBGL CHATEAU LLC
2805 NORTH DALLAS PARKWAY
SUITE 400

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800



HOA LOT TOTALS:

SR-G2 TOTAL = ± 404,472 SF
SR-G2 TOTAL = ± 9.28 AC
SR-G1 TOTAL = ± 165,944 SF
SR-G1 TOTAL = ± 3.80 AC
OVERALL HOA OPEN SPACE = ±570,416 SF
OVERALL HOA OPEN SPACE = ±13.095 AC



RESIDENTIAL LOT CRITERIA (PER ZONING)	
MINIMUM LOT AREA (ATTACHED)	1,760 SF
MINIMUM LOT AREA (DETACHED)	2,400 SF
MINIMUM LOT WIDTH (ATTACHED)	30' AT BLDG LINE
MINIMUM LOT WIDTH (DETACHED)	30' AT BLDG LINE
MINIMUM LOT DEPTH (ATTACHED)	80'
MINIMUM LOT DEPTH (DETACHED)	80'
MINIMUM FRONT YARD BL	17'
MINIMUM REAR YARD BL	8'
MINIMUM SIDE YARD BL (ATTACHED)	4' LT / 1' RT
MINIMUM SIDE YARD BL (DETACHED)	5'
MAXIMUM LOT COVERAGE (ATTACHED)	100%
MAXIMUM LOT COVERAGE (DETACHED)	90%
MINIMUM FLOOR AREA	1800 SF
MAXIMUM BUILDING HEIGHT	3 STORIES OR 35'

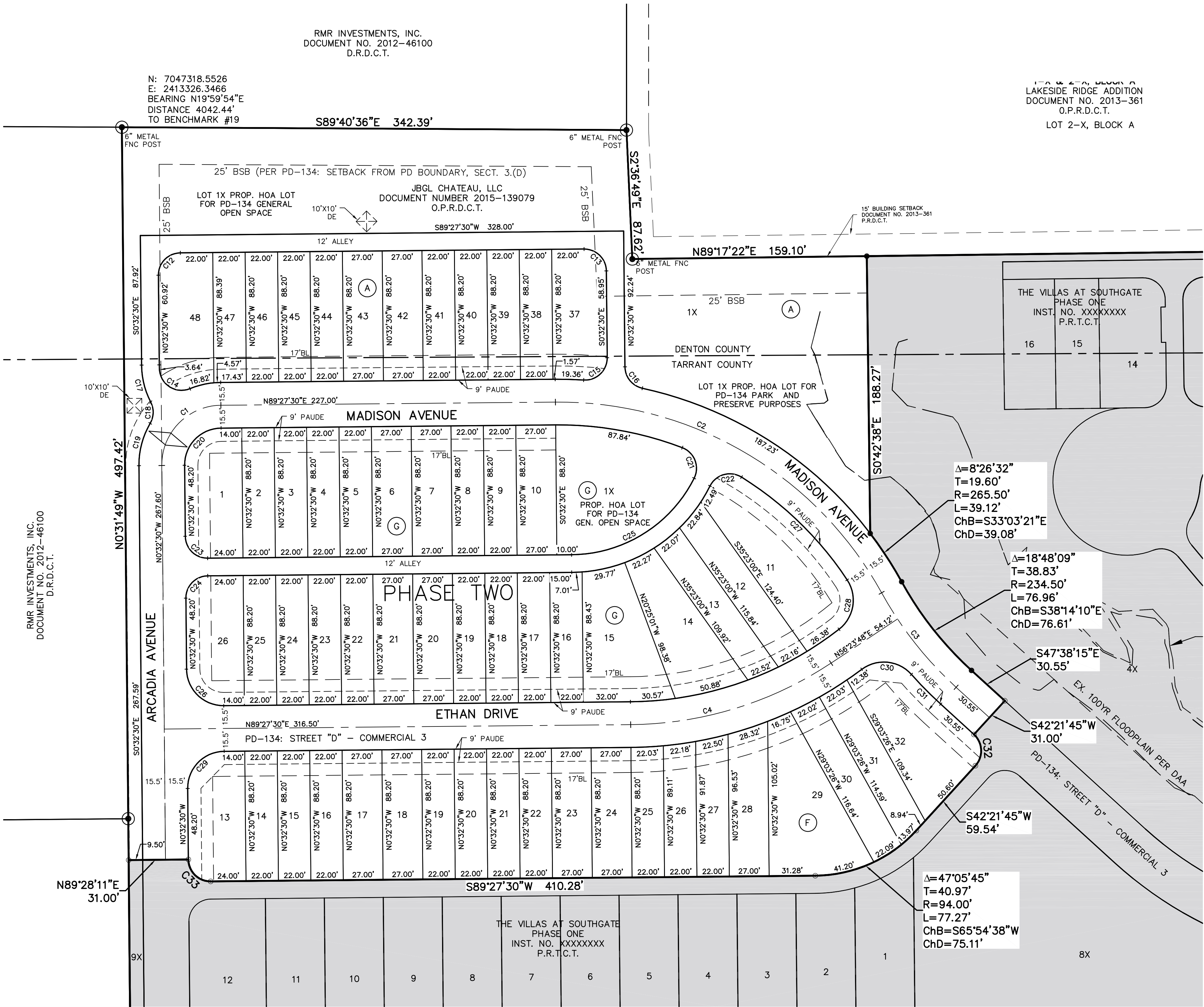
LOT AND BLOCK SUMMARY		
SMALLEST (ATTACHED)	1,940 SF	0.04 AC
SMALLEST (DETACHED)	4,095 SF	0.09 AC
LARGEST	5,710 SF	0.13 AC
AVERAGE	2,740 SF	0.06 AC
TOTAL LOTS (INCLUDING X LOTS)	126 LOTS	
TOTAL BUILDABLE LOTS (EXCLUDING X LOTS)	121 RESIDENTIAL LOTS	
FEMA MAPPED FLOODPLAIN	0 SF	

- NOTES:
1. BASIS OF BEARINGS DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202). DIRECTION FOR CONTROL ESTABLISHED THROUGH <CM1> AND <CM2> HAVING A BEARING AND DISTANCE OF N24°07'35"W, 1,352.22'.
 2. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINTS OF CURVATURE.
 3. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 1/2" INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
 4. ALL X LOTS TO PROVIDE PEDESTRIAN ACCESS AND TO BE OWNED AND MAINTAINED BY THE HOA.
 5. AREA TO BE DEDICATED TO PUBLIC AS STREET RIGHT-OF-WAY IS 122,558.36 SF.
 6. THE ISSUANCE OF PERMITS AND CERTIFICATES OF OCCUPANCY FOR DEVELOPMENT OF THE PROPERTY SHOWN ON THE RECORD PLAT IS SUBJECT TO COMPLIANCE WITH AN APPROVED ENVIRONMENTAL PROTECTION PLAN.
 7. THE DEVELOPMENT IS SUBJECT TO THE ACQUISITION OF ANY AND ALL APPROPRIATE PERMITS FROM THE UNITED STATES ARMY CORPS OF ENGINEERS ("CORPS"), PRIOR TO THE APPROVAL OF A RECORD PLAT FOR THE FIRST PHASE DEVELOPMENT. FURTHERMORE, NO PERMITS SHALL BE ISSUED FOR ANY CONSTRUCTION RELATED ACTIVITY WITHIN ANY JURISDICTIONAL WATERS, AS IDENTIFIED WITHIN THE ENVIRONMENTAL PROTECTION PLAN, UNTIL A PERMIT FROM THE CORPS HAS BEEN APPROVED.
 8. PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS, A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION, MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY IF DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PARTIAL OPERATION, MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAY.
 9. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
 10. THIS PROPERTY IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FEDERAL INSURANCE RATE MAPS NUMBER 48439C0110K DATED SEPTEMBER 25, 2009 AND NUMBER 48121C0685G DATED APRIL 18, 2011.

TOWN OF FLOWER MOUND BENCHMARK #18
MONUMENT IS A 2" DIAMETER DOME ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET IN THE NORTHEAST CORNER OF A CONCRETE CURB INLET ON THE NORTH SIDE OF SPINKS ROAD JUST SOUTH OF THE BLUEBONNET ELEMENTARY SCHOOL APPROXIMATELY 0.45 MILES EAST OF FM2499. MONUMENT IS APPROXIMATELY 90' EAST OF A UTILITY POLE JUST WEST OF THE WEST CONCRETE DRIVE TO BLUEBONNET ELEMENTARY SCHOOL, APPROXIMATELY 22.5' EAST SOUTHEAST OF A FIRE HYDRANT ON THE EAST SIDE OF THE SAME DRIVE, AND APPROXIMATELY 167.5' WEST OF A UTILITY POLE ON THE EAST SIDE OF THE EAST DRIVE TO BLUEBONNET ELEMENTARY SCHOOL.
ELEVATION = 545.22'

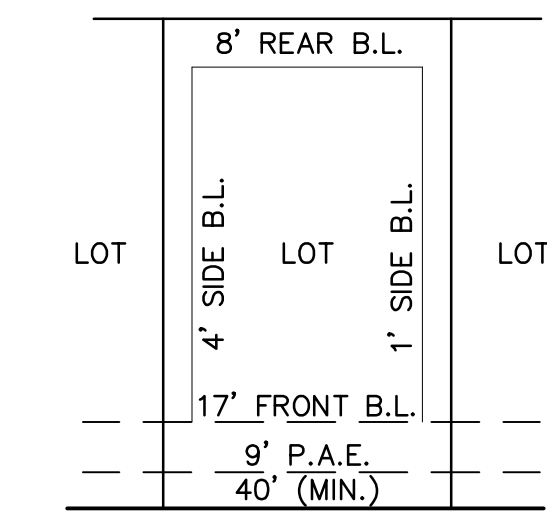
TOWN OF FLOWER MOUND BENCHMARK #19
MONUMENT IS A 2" DIAMETER DOME ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET IN THE CONCRETE PARKING LOT OF THE ANIMAL SERVICE ADOPTION CENTER AT #1200 GERAULT ROAD. MONUMENT IS LOCATED DIRECTLY SOUTH FROM THE MOST NORTHERLY ENTRANCE TO THE PARKING LOT AND APPROXIMATELY 86.5' SOUTHWEST OF AN EXISTING LIGHT POLE, 84.5' NORTHEAST OF ANOTHER EXISTING LIGHT POLE AND 3.5' EAST OF THE BACK OF CURB OF A TRAFFIC ISLAND.
ELEVATION = 559.65'

N: 7047318.5526
E: 2413326.3466
BEARING N19°59'54"E
DISTANCE 4042.44'
TO BENCHMARK #19

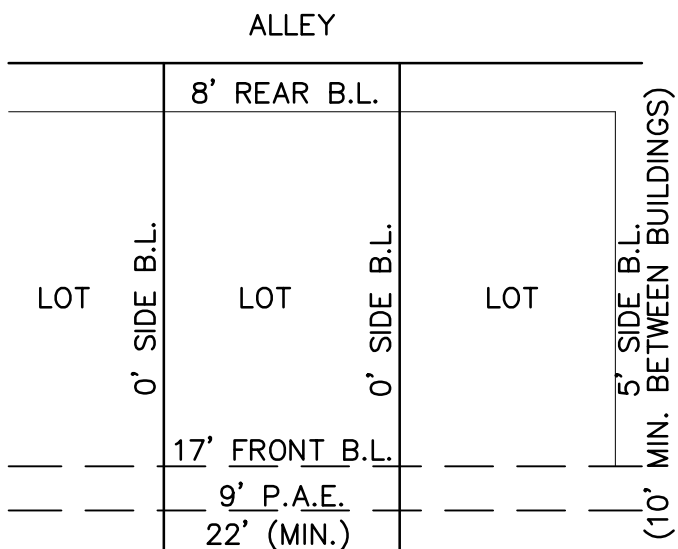


LEGEND

- D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
M.R.D.C.T. = MAP RECORDS, DENTON COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS, TARRANT COUNTY, TEXAS
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- WME = WALL & WALL MAINTENANCE EASEMENT
IRF = IRON ROD FOUND
BSB = BUILDING SETBACK LINE - PD-134, SEC 3 (D).3.3.2
BL = BUILDING LINE
DE = DRAINAGE EASEMENT
WE = WATER EASEMENT
SSE = SANITARY SEWER EASEMENT
WSSE = WATER SANITARY SEWER EASEMENT
PAUDE = PUBLIC ACCESS UTILITY & DRAINAGE EASEMENT
UE = UTILITY EASEMENT
<CM> = CONTROL MONUMENT
- = 5/8" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
● = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP
STAMPED "DAA" (UNLESS OTHERWISE NOTED)
- = SINGLE FAMILY DETACHED HOME
**NOTE: TOTAL OF 8 SINGLE FAMILY
DETACHED LOTS IN PHASE TWO**



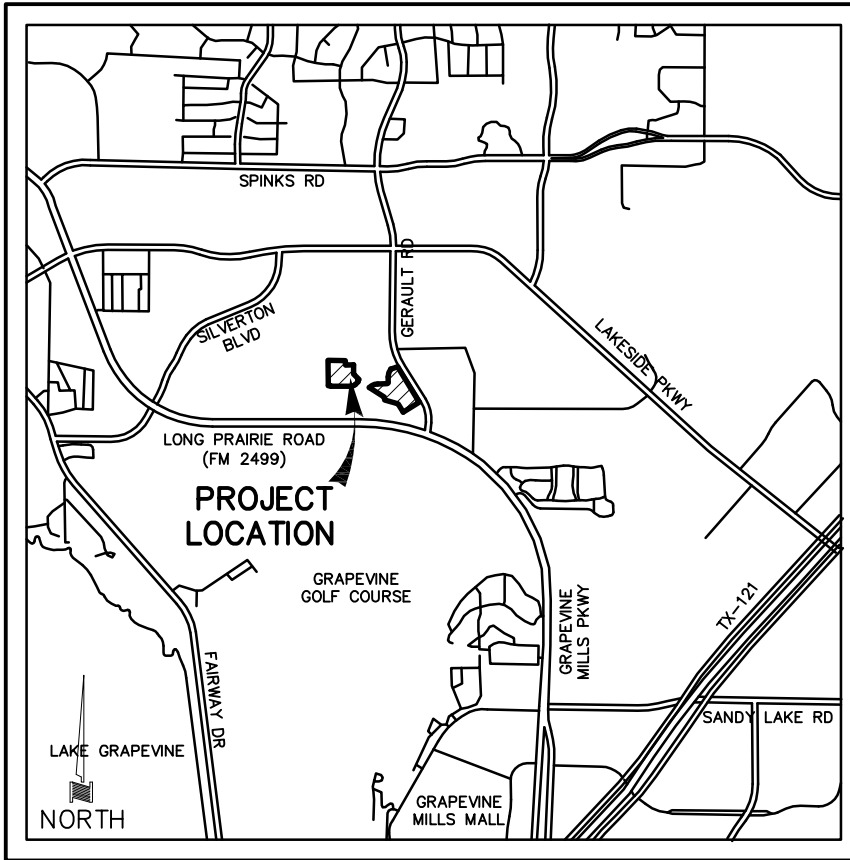
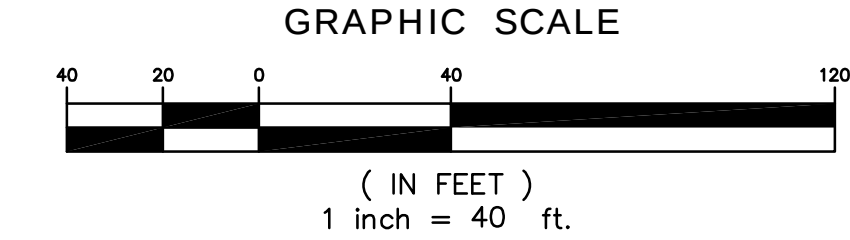
TYPICAL 45' RESIDENTIAL LOT DETAIL
SINGLE FAMILY DETACHED
NOT TO SCALE



TYPICAL 22' RESIDENTIAL LOT DETAIL
SINGLE FAMILY ATTACHED
NOT TO SCALE

AS MEASURED FROM THE PAVEMENT
BACK-OF-CURB. PD-134 IDENTIFIES A MIN.
8' FRONT BUILD-TO-LINE (BL) AS
MEASURED FROM THE PEDESTRIAN ACCESS
EASEMENT (P.A.E.)

Attachment B(1): Proposed Development Plan, Phase Two



NOTE: THE VILLAS AT SOUTHGATE, PHASE ONE
RECORD PLAT AND CONSTRUCTION PLANS
APPROVED 2017-05-09
THE VILLAS AT SOUTHGATE, PHASE THREE
RECORD PLAT AND CONSTRUCTION PLANS
APPROVED 2017-10-11

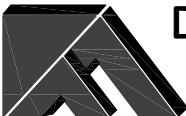
CASE NO. DP18-____
REVISED DEVELOPMENT PLAN
PHASE TWO LAYOUT
THE VILLAS AT SOUTHGATE
PHASE TWO

113 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
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5 HOA OPEN SPACE LOTS

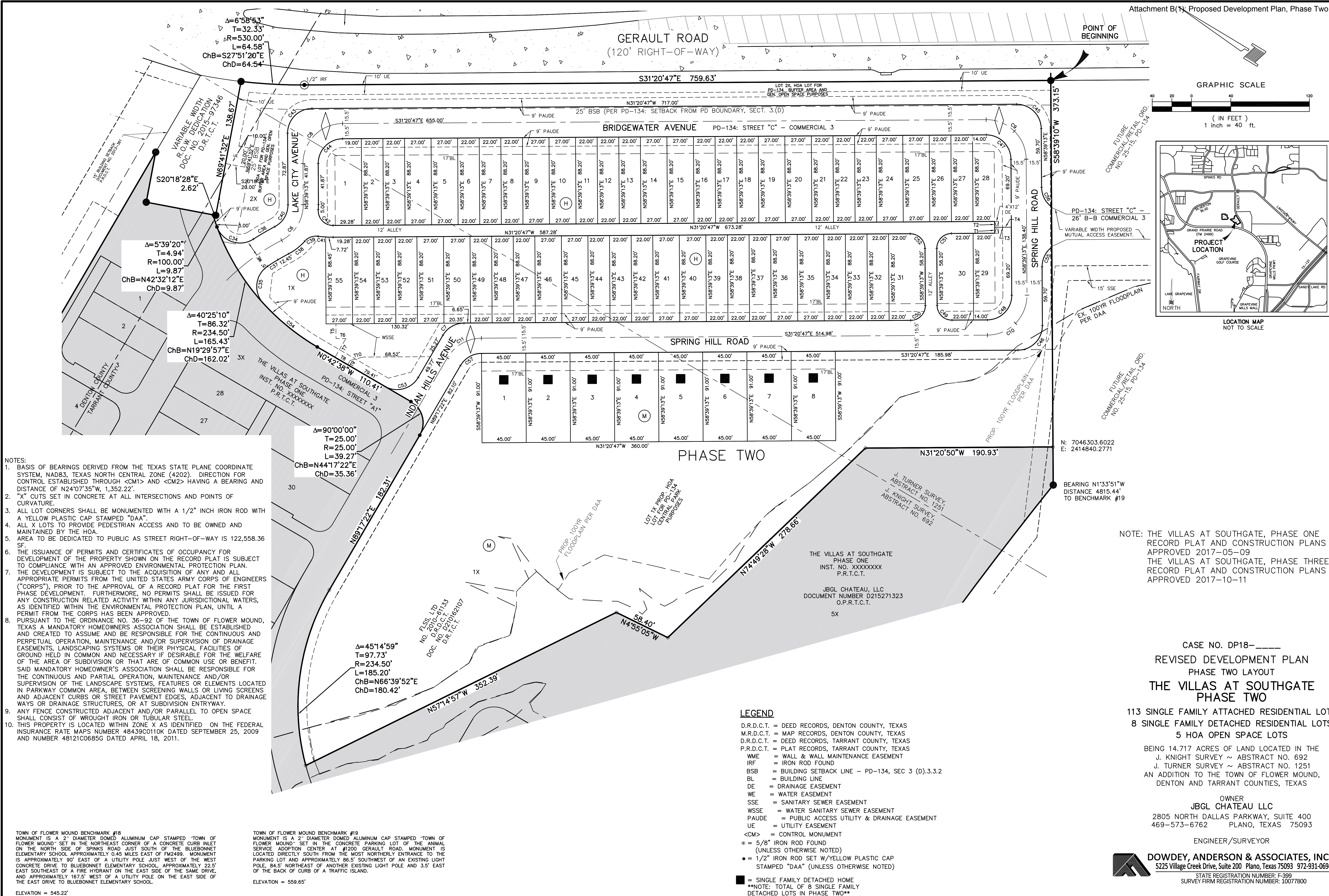
BEING 14.717 ACRES OF LAND LOCATED IN THE
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
AN ADDITION TO THE TOWN OF FLOWER MOUND,
DENTON AND TARRANT COUNTIES, TEXAS

OWNER
JBGL CHATEAU LLC
2805 NORTH DALLAS PARKWAY, SUITE 400
469-573-6762 PLANO, TEXAS 75093

ENGINEER/SURVEYOR



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800



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TOWN OF FLOWER MOUND BENCHMARK #19
MONUMENT IS A 2" DIAMETER DOMED ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET IN THE CONCRETE PARKING LOT OF THE ANNUAL SERVICE ADOPTION CENTER AT #1200, GERAULT ROAD. MONUMENT IS LOCATED DIRECTLY SOUTH FROM THE MOST NORTHERLY ENTRANCE TO THE PARKING LOT AND APPROXIMATELY 86.5' SOUTHWEST OF AN EXISTING LIGHT POLE, 84.5' NORTHEAST OF ANOTHER EXISTING LIGHT POLE AND 3.5' EAST OF THE BACK OF CURB OF A TRAFFIC ISLAND.

ELEVATION = 559.65'

ELEVATION = 545.22'

LEGEND

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M.R.D.C.T. = MAP RECORDS, DENTON COUNTY, TEXAS
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• = 1/2" IRON ROD SET W/YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
■ = SINGLE FAMILY DETACHED HOME
NOTE: TOTAL OF 8 SINGLE FAMILY DETACHED LOTS IN PHASE TWO

NOTE: THE VILLAS AT SOUTHGATE, PHASE ONE RECORD PLAT AND CONSTRUCTION PLANS APPROVED 2017-05-09
THE VILLAS AT SOUTHGATE, PHASE THREE RECORD PLAT AND CONSTRUCTION PLANS APPROVED 2017-10-11

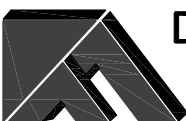
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PHASE TWO LAYOUT
THE VILLAS AT SOUTHGATE
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8 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
5 HOA OPEN SPACE LOTS

BEING 14.717 ACRES OF LAND LOCATED IN THE J. KNIGHT SURVEY ~ ABSTRACT NO. 692
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AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON AND TARRANT COUNTIES, TEXAS

OWNER
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2805 NORTH DALLAS PARKWAY, SUITE 400
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ENGINEER/SURVEYOR



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STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C7	59°21'51"	25.00'	14.25'	25.90'	N61°01'42"W 24.76'
C12	90°00'00"	15.00'	15.00'	23.56'	N44°27'30"E 21.21'
C13	90°00'00"	15.00'	15.00'	23.56'	S45°32'30"E 21.21'
C14	107°08'41"	15.00'	20.32'	28.05'	N58°51'31"W 24.14'
C15	94°10'37"	15.00'	16.14'	24.66'	S46°32'49"W 21.97'
C16	77°08'24"	15.00'	11.96'	20.20'	N39°06'42"W 18.70'
C17	26°43'18"	56.00'	13.30'	26.12'	S13°54'09"E 25.88'
C18	57°31'16"	15.00'	8.23'	15.06'	S1°29'50"W 14.43'
C19	30°47'57"	56.00'	15.42'	30.10'	S14°51'29"W 29.74'
C20	90°00'00"	25.00'	25.00'	39.27'	N44°27'30"E 35.36'
C21	95°39'50"	15.00'	16.56'	25.04'	S21°14'52"E 22.24'
C22	95°22'35"	15.00'	16.48'	24.97'	N74°12'43"E 22.18'
C23	90°00'00"	15.00'	15.00'	23.56'	N45°32'30"W 21.21'
C24	90°00'00"	15.00'	15.00'	23.56'	N44°27'30"E 21.21'
C25	62°52'27"	94.00'	57.46'	103.15'	S58°01'16"W 98.05'

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C26	90°00'00"	25.00'	25.00'	39.27'	N45°32'30"W 35.36'
C27	24°38'02"	234.50'	51.20'	100.82'	S45°46'59"E 100.05'
C28	85°39'35"	25.00'	23.17'	37.38'	S9°21'50"W 33.99'
C29	90°00'00"	25.00'	25.00'	39.27'	N44°27'30"E 35.36'
C30	85°18'50"	25.00'	23.03'	37.23'	S84°10'55"E 33.88'
C31	6°06'44"	265.50'	14.18'	28.32'	S44°34'53"E 28.31'
C34	103°08'08"	25.00'	31.51'	45.00'	N12°35'30"W 39.17'
C35	98°18'21"	25.00'	28.91'	42.89'	N65°49'04"E 37.82'
C36	5°56'33"	240.50'	12.48'	24.94'	N61°11'17"W 24.93'
C37	3°24'22"	209.50'	6.23'	12.45'	S63°19'34"E 12.45'
C38	21°32'16"	56.00'	10.65'	21.05'	S68°59'09"E 20.93'
C39	56°38'51"	15.00'	8.08'	14.83'	S51°31'25"E 14.23'
C40	63°07'47"	25.00'	15.36'	27.55'	N89°46'53"W 26.17'
C41	4°12'38"	106.18'	3.90'	7.80'	S25°18'31"E 7.80'
C42	95°07'06"	15.00'	16.40'	24.90'	N16°12'46"E 22.14'

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C43	90°00'00"	25.00'	25.00'	39.27'	N76°20'47"W 35.36'
C44	90°00'00"	25.00'	25.00'	39.27'	S76°20'47"E 35.36'
C45	90°00'00"	25.00'	25.00'	39.27'	N13°39'13"E 35.36'
C46	90°00'00"	25.00'	25.00'	39.27'	S76°20'47"E 35.36'
C47	90°00'00"	25.00'	25.00'	39.27'	S13°39'13"W 35.36'
C48	90°00'00"	25.00'	25.00'	39.27'	N76°20'47"W 35.36'
C49	90°00'00"	15.00'	15.00'	23.56'	N13°39'13"E 21.21'
C50	90°00'00"	15.00'	15.00'	23.56'	N76°20'47"W 21.21'
C51	90°00'00"	15.00'	15.00'	23.56'	S76°20'47"E 21.21'
C52	90°00'00"	15.00'	15.00'	23.56'	S13°39'13"W 21.21'
C53	90°00'00"	25.00'	25.00'	39.27'	N45°42'38"W 35.36'
C54	17°22'30"	234.50'	35.83'	71.11'	S7°58'37"W 70.84'
C54	17°22'30"	234.50'	35.83'	71.11'	S7°58'37"W 70.84'
C55	53°13'33"	25.00'	12.53'	23.22'	N85°16'00"E 22.40'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T1	N58°39'13"E	6.00'
T2	N58°39'13"E	6.00'
T3	N31°20'47"W	17.00'
T4	N31°20'47"W	17.00'
T5	S58°39'13"W	15.00'
T6	S31°20'47"E	10.06'
T7	S89°17'22"W	22.10'
T9	N89°17'22"E	4.98'
T10	S45°42'38"E	13.59'

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	90°00'00"	40.50'	40.50'	63.62'	N44°27'30"E 57.28'
C2	61°42'24"	250.00'	149.35'	269.25'	S59°41'18"E 256.42'
C3	18°48'09"	250.00'	41.39'	82.04'	S38°14'10"E 81.67'
C4	33°03'42"	250.00'	74.20'	144.26'	N72°55'39"E 142.27'
C6	63°07'47"	40.50'	24.88'	44.62'	S89°46'53"E 42.40'
C8	90°00'00"	40.50'	40.50'	63.62'	S76°20'47"E 57.28'
C9	90°00'00"	40.50'	40.50'	63.62'	S13°39'13"W 57.28'
C10	90°00'00"	40.50'	40.50'	63.62'	S76°20'47"E 57.28'
C11	59°21'51"	40.50'	23.08'	41.96'	S61°01'42"E 40.11'

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C56	53°13'26"	25.00'	12.53'	23.22'	S32°02'29"W 22.40'
C57	59°21'51"	25.00'	14.25'	25.90'	N61°01'42"W 24.76'

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
37	A	3183	0.07
38	A	1940	0.04
39	A	1940	0.04
40	A	1940	0.04
41	A	1940	0.04
42	A	2381	0.05
43	A	2381	0.05
44	A	1940	0.04
45	A	1940	0.04
46	A	1940	0.04
47	A	1940	0.04
48	A	3296	0.08

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	G	3257	0.07
2	G	1940	0.04
3	G	1940	0.04
4	G	1940	0.04
5	G	1940	0.04
6	G	2381	0.05
7	G	2381	0.05
8	G	1940	0.04
9	G	1940	0.04
10	G	2381	0.05
11	G	5710	0.13
12	G	2637	0.06
13	G	2478	0.06
14	G	3728	0.09
15	G	4229	0.10
16	G	1940	0.04
17	G	1940	0.04
18	G	1940	0.04
19	G	1940	0.04
20	G	2381	0.05

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	G	2381	0.05
22	G	1940	0.04
23	G	1940	0.04
24	G	1940	0.04
25	G	1940	0.04
26	G	3257	0.07

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
13	F	3257	0.07
14	F	1940	0.04
15	F	1940	0.04
16	F	1940	0.04
17	F	2381	0.05
18	F	2381	0.05
19	F	1940	0.04
20	F	1940	0.04
21	F	1940	0.04
22	F	1940	0.04
23	F	2381	0.05
24	F	2381	0.05
25	F	1947	0.04
26	F	1987	0.05
27	F	2068	0.05
28	F	2713	0.06
29	F	4907	0.11
30	F	2549	0.06
31	F	2466	0.06
32	F	4814	0.11

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	M	4095	0.09
2	M	4095	0.09
3	M	4095	0.09
4	M	4095	0.09
5	M	4095	0.09
6	M	4095	0.09
7	M	4095	0.09
8	M	4095	0.09

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	H	3703	0.09
2	H	1940	0.04
3	H	1940	0.04
4	H	2381	0.05
5	H	2381	0.05
6	H	1940	0.04
7	H	1940	0.04
8	H	1940	0.04
9	H	2381	0.05
10	H	2381	0.05
11	H	1940	0.04
12	H	1940	0.04
13	H	1940	0.04
14	H	2381	0.05
15	H	2381	0.05
16	H	1940	0.04
17	H	1940	0.04
18	H	1940	0.04
19	H	2381	0.05
20	H	2381	0.05

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	H	1940	0.04
22	H	1940	0.04
23	H	1940	0.04
24	H	2381	0.05
25	H	2381	0.05
26	H	1940	0.04
27	H	1940	0.04
28	H	3407	0.08
29	H	3407	0.08
30	H	3166	0.07
31	H	3166	0.07
32	H	1940	0.04
33	H	1940	0.04
34	H	1940	0.04
35	H	2381	0.05
36	H	2381	0.05
37	H	1940	0.04
38	H	1940	0.04
39	H	1940	0.04
40	H	2381	0.05

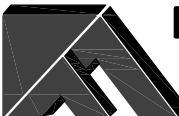
LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
41	H	2381	0.05
42	H	1940	0.04
43	H	1940	0.04
44	H	1940	0.04
45	H	2381	0.05
46	H	2381	0.05
47	H	1940	0.04
48	H	1940	0.04
49	H	1940	0.04
50	H	2381	0.05
51	H	2381	0.05
52	H	1940	0.04
53	H	1940	0.04
54	H	1940	0.04
55	H	2381	0.05

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1X	H	11277	0.26
1X	A	49178	1.13
1X	G	6446	0.15
1X	M	126177	2.90
2X	H	29432	0.68

CASE NO. DP18—_____
REVISED DEVELOPMENT PLAN
PHASE TWO LAYOUT
THE VILLAS AT SOUTHGATE
PHASE TWO
113 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS
8 SINGLE FAMILY DETACHED RESIDENTIAL LOTS
5 HOA OPEN SPACE LOTS
BEING 14.717 ACRES OF LAND LOCATED IN THE
J. KNIGHT SURVEY ~ ABSTRACT NO. 692
J. TURNER SURVEY ~ ABSTRACT NO. 1251
AN ADDITION TO THE TOWN OF FLOWER MOUND,
DENTON AND TARRANT COUNTIES, TEXAS

OWNER
JBGL CHATEAU LLC
2805 NORTH DALLAS PARKWAY, SUITE 400
469—573—6762 PLANO, TEXAS 75093

ENGINEER/SURVEYOR



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

OWNER’S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, JBGL CHATEAU LLC, a Texas limited liability corporation, is the owner of a tract of land located in the J. KNIGHT SURVEY, ABSTRACT NO. 692, and the J. TURNER SURVEY, ABSTRACT NO. 1251, Town of Flower Mound, Denton and Tarrant Counties, Texas, and being part of those tracts of land conveyed in Deeds to JBGL Chateau, LLC, according to the documents filed of record in Document Number D215271323, Official Public Records, Tarrant County, Texas, and Document Number 2015–139079, Official Records, Denton County, Texas, and being more particularly described as follows:

TRACT ONE

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for the northwest corner of said JBGL Chateau, LLC tract recorded in Document Number 2015–139079, same being common with an interior ell corner of that tract of land conveyed in Deed to RMR Investments, Inc., according to the document filed of record in Document Number 2012–46100, Official Records, Denton County, Texas, from which a 6 inch metal fence post found bears S 59° 35’ 53”W, 0.17 feet;

THENCE S 89° 40’ 36” E, with the north line of said JBGL Chateau, LLC tract, a distance of 342.39 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set in the west line of Lot 2–X, Block A of Lakeside Ridge Addition, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat filed of record in Document Number 2013–361, Official Records, Denton County, Texas, for the most northerly northeast corner of said JBGL Chateau, LLC tract, from which a 6 inch metal fence post found bears N 53° 52’ 44” W, 0.54 feet;

THENCE S 02° 36’ 49” E, with said west line, a distance of 87.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for an interior ell corner of said JBGL Chateau, LLC tract, same being common with the southwest corner of said Lot 2–X, from which a 6 inch metal fence post bears S 50° 15’ 23” E, 0.49 feet;

THENCE N 89° 17’ 22” E, with the south line of said Lot 2–X, a distance of 159.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

THENCE Leaving said south line, over and across the above mentioned JBGL Chateau, LLC tracts, the following eleven (11) courses and distances:

S 00° 42’ 38” E, a distance of 188.27 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning of a non–tangent curve to the right, having a central angle of 08° 26’ 32”, a radius of 265.50 feet and a chord bearing and distance of S 33° 03’ 21” E, 39.08 feet;

With said curve to the right, an arc distance of 39.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning reverse curve to the left, having a central angle of 18° 48’ 09”, a radius of 234.50 feet and a chord bearing and distance of S 38° 14’ 10” E, 76.61 feet;

With said curve to the left, an arc distance of 76.96 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

S 47° 38’ 15” E, a distance of 30.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

S 42° 21’ 45” W, a distance of 31.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning of a non–tangent curve to the right, having a central angle of 89° 59’ 59”, a radius of 15.00 feet and a chord bearing and distance of S 02° 38’ 15” E, 21.21 feet;

With said curve to the left, an arc distance of 23.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

S 42° 21’ 45” W, a distance of 59.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning of a curve to the right, having a central angle of 47° 05’ 45”, a radius of 94.00 feet and a chord bearing and distance of S 65° 54’ 38” W, 75.11 feet;

With said curve to the right, an arc distance of 77.27 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

S 89° 27’ 30” W, a distance of 410.28 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning of a curve to the right, having a central angle of 90° 00’ 00”, a radius of 15.00 feet and a chord bearing and distance of N 45° 32’ 30” W, 21.21 feet;

With said curve to the right, an arc distance of 23.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

S 89° 28’ 11” W, a distance of 40.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner in the west line of the above mentioned JBGL Chateau, LLC tract recorded in Document Number D215271323, same being common with the east line of that tract of land conveyed in Deed to RMR Investments, Inc., according to the document filed of record in Document Number 212105580, Official Records, Tarrant County, Texas;

THENCE N 00° 31’ 49” W, with said west line, a distance of 497.42 feet to the POINT OF BEGINNING, and containing 5.801 acres of land, more or less.

TRACT TWO

BEING a tract of land located in the J. KNIGHT SURVEY, ABSTRACT NO. 692, and the J. TURNER SURVEY, ABSTRACT NO. 1251, Town of Flower Mound, Denton and Tarrant Counties, Texas, and being part of those tracts of land conveyed in Deeds to JBGL Chateau, LLC, according to the documents filed of record in Document Number D215271323, Official Public Records, Tarrant County, Texas, and Document Number 2015–139079, Official Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap found for the intersection of the north line of International Parkway (FM 2499), a 160 foot right–of–way, and the west line of Gerault Road, a 120 foot right–of–way, same being the southeast corner of that tract of land conveyed in Deed to FLSS, LTD., according to the document filed of record in Document Number D207302376, Deed Records, Tarrant County, Texas;

THENCE With said west line, same being common with the east line of said FLSS, LTD. tract, the following three (3) courses and distances:

North 17° 58’ 07” East, a distance of 8.36 feet to a 1/2 inch iron rod with a yellow plastic cap found at the beginning of a curve to the left having a central angle of 49° 18’ 54”, a radius of 470.00 feet and a chord bearing and distance of North 06° 41’ 20” West, 392.16 feet;

With said curve to the left, an arc distance of 404.53 feet to a 1/2 inch iron rod found for corner;

North 31° 20’ 47” West, a distance of 220.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for the POINT OF BEGINNING of the tract of land herein described:

THENCE South 58° 39’ 10” West, leaving the above mentioned common line and with the south line of said JBGL Chateau, LLC tract, same being common with the north line of the above mentioned FLSS, LTD. tract, a distance of 373.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

THENCE Leaving said common line, over and across said JBGL Chateau, LLC tract, the following courses and distances:

N 31° 20’ 50” W, a distance of 190.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

N 74° 49’ 28” W, a distance of 278.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

N 04° 55’ 05” W, a distance of 58.40 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

N 57° 14’ 57” W, a distance of 352.39 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning of a non–tangent curve to the right, having a central angle of 45° 14’ 59”, a radius of 234.50 feet and a chord bearing and distance of N 66° 39’ 52” E, 180.42 feet;

With said curve to the right, an arc distance of 185.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

N 89° 17’ 22” E, a distance of 182.31 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning of a curve to the left, having a central angle of 90° 00’ 00”, a radius of 25.00 feet and a chord bearing and distance of N 44° 17’ 22” E, 35.36 feet;

With said curve to the left, an arc distance of 39.27 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner;

OWNER’S CERTIFICATE AND DEDICATION (CONTINUED)

STATE OF TEXAS §
COUNTY OF DENTON §

N 00° 42’ 38” W, a distance of 110.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning of a curve to the right, having a central angle of 40° 25’ 10”, a radius of 234.50 feet and a chord bearing and distance of N 19° 29’ 57” E, 162.02 feet;

With said curve to the right, an arc distance of 165.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner at the beginning of a compound curve to the right, having a central angle of 05° 39’ 20”, a radius of 100.00 feet and a chord bearing and distance of N 42° 32’ 12” E, 9.87 feet;

With said curve to the right, an arc distance of 9.87 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set in the west line of a Right–Of–Way Dedication Deed, according to the document filed of record in Document Number 2015–97346, Official Records, Denton County, Texas;

THENCE S 20° 18’ 28” E, with said west line, a distance of 2.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for an interior ell corner of the above mentioned JBGL Chateau, LLC tract recorded in Document Number D215271323, same being common with the southwest corner of said Right–Of–Way Dedication Deed;

THENCE N 69° 41’ 32” E, with the south line of said Right–Of–Way Dedication Deed, a distance of 138.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “DAA” set for corner in the above mentioned west line of Gerault Road, same being at the beginning of a non–tangent curve to the left, having a central angle of 06° 58’ 53”, a radius of 530.00 feet and a chord bearing and distance of S 27° 51’ 20” E, 64.54 feet;

THENCE With said curve to the left, and said west line, same being common with the east line of the above mentioned JBGL Chateau, LLC tract recorded in Document Number D215271323, an arc distance of 64.58 feet to a 1/2 inch iron rod found for corner;

THENCE S 31° 20’ 47” E, with said common line, a distance of 759.63 feet to the POINT OF BEGINNING, and containing 8.916 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, JBGL CHATEAU LLC, a Texas limited liability corporation, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as THE VILLAS AT SOUTHGATE PHASE ONE, an addition to the Town of Flower Mound, Denton County, Texas. The easements shown hereon are hereby reserved for the purposes as indicated. All streets and rights–of–way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and fire lane easements (streets and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown, said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

WITNESS my hand this the _____ day of _____, 2018.

JBGL CHATEAU LLC

By: _____

Name: Jed Dolson

Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Jed Dolson, President of JBGL CHATEAU LLC, a Texas limited liability corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and that he executed the same as the act of said limited liability corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

SURVEYOR’S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That I, John L. Melton, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my supervision.

John L. Melton
Registered Professional Land Surveyor
No. 4268

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally appeared John Melton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

AVIGATION EASEMENT AND RELEASE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, JBGL CHATEAU LLC, a Texas limited liability corporation, acting through the undersigned, their duly authorized agents hereinafter called “Owner(s)”, are the owners of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being more particularly described on the subdivision plat attached hereto and incorporated by reference herein, as the case may be;

NOW THEREFORE, in consideration of the sum of ONE and 00/(\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas–Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assign, hereafter collectively called “Cities,” for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft (“aircraft” being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space over Owner’s property above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above the said 150 feet from the average ground level of said property as same presently exists, or the causing in all air space above the surface of Owner’s property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Dallas–Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating on/or maintenance of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas–Fort Worth Regional Airport. This instrument does not release the owner or operators of aircraft from the liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles.

It is agreed that this Release shall be binding upon Owner’s heirs and assigns, and successors in interest to said property described on the subdivision plat attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Denton County, Texas.

EXECUTED at _____, _____, this _____ day of _____, A.D., 2018.

OWNER: JBGL CHATEAU LLC

By: _____

Name: Jed Dolson

Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Jed Dolson, President of JBGL CHATEAU LLC, a Texas limited liability corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and that he executed the same as the act of said limited liability corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

Approved:

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Perfecto Solis, Chairman
Planning and Zoning Commission

Doug Powell, Executive Director
of Development Services

_____, 2018
Date

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound

Attachment B(1): Proposed Development Plan, Phase Two

CASE NO. DP18–_____

REVISED DEVELOPMENT PLAN

PHASE TWO LAYOUT

THE VILLAS AT SOUTHGATE

PHASE TWO

113 SINGLE FAMILY ATTACHED RESIDENTIAL LOTS

8 SINGLE FAMILY DETACHED RESIDENTIAL LOTS

5 HOA OPEN SPACE LOTS

BEING 14.717 ACRES OF LAND LOCATED IN THE

J. KNIGHT SURVEY ~ ABSTRACT NO. 692

J. TURNER SURVEY ~ ABSTRACT NO. 1251

AN ADDITION TO THE TOWN OF FLOWER MOUND,

DENTON AND TARRANT COUNTIES, TEXAS

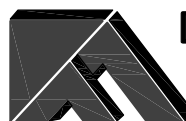
OWNER

JBGL CHATEAU LLC

2805 NORTH DALLAS PARKWAY, SUITE 400

469–573–6762 PLANO, TEXAS 75093

ENGINEER/SURVEYOR



DOWDEY, ANDERSON & ASSOCIATES, INC.

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STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: February 5, 2018

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

ITEM: **Public Hearing to approve direction as it relates to Morriss Road Phase II improvements and associated bid document options.**

BACKGROUND INFORMATION: In June of 2009 the Morriss/Gerault Capacity Improvements project was recommended by the Transportation Commission, which included the addition of two inside lanes, one northbound and one southbound from FM 2499 to FM 407, and intersection safety improvements. After significant public input, the project was split in to two phases. Phase 1 was awarded for construction by Town Council in March 2010 and completed in December 2012 and included the flyover at FM 2499, capacity improvements from FM 2499 to FM 3040, intersection and safety improvements, sidewalks, and new fencing. Town Council also adopted a resolution for the Phase 2 timeline which included adding lanes from FM 3040 to FM 407.

In 2017, Phase 2 was further divided into Phases 2, 3 & 4. The updated Phase 2 is proposed to include capacity improvements (additional lanes within the existing median), waterline replacement, and concrete panel replacement from FM 3040 to Garden Road. In November 2017, Town Council awarded a design contract for the updated Phase 2 plans and requested staff bring the Morriss/Gerault Phase II project back to council for further discussion and approval prior to releasing the project for bid.

ALTERNATIVES/OPTIONS:

Option A – Bid Morriss Road Phase II including capacity improvements, concrete panel replacement, and waterline replacement

Option B – Bid Morriss Road Phase II including only concrete panel replacement and waterline replacement

Option C – Bid Morriss Road Phase II including only concrete panel replacement, waterline replacement, and/or Fuqua and/or 3040 intersection improvements

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Move to approve direction as it relates to Morriss Road Phase II improvements and associated bid document option ____.

Town Council Future Agenda Items



SCHEDULED 2/15/2018 Work Session TBA

2/19/2018 Presentation Proclamation for Parent Teacher Association (PTA) Founders Day.

Consent Consider approval of a resolution confirming a relationship with JPMorgan Chase Bank; designating and appointing authorized agents; authorizing the Mayor to sign all accompanying agreements; providing for the operation of the Town's accounts with said Bank; and declaring an effective date.

Consent Consider approval of a Senior Center Banquet room rental policy

Consent Consider approval of the purchase of an ARRI-ALEXA mini body camera and accessories from Innocinema in the amount of \$56,137.00; and authorization for the Mayor to approve same on behalf of the Town.

Consent Consider approval of a resolution to enter into an Interlocal Agreement with the Texas Department of Motor Vehicles (TxDMV) for the continuation of the Scofflaw program, and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of the award of Request for Proposal 2018-16 for the Annual Fireworks Display to Pyrotecnico, in the annual amount of \$27,500.

Consent Consider approval of the minutes from a regular meeting of the Town Council held on February 5, 2018.

Regular Consider approval of a request (MISC17-0008) for a waiver to the one-year waiting period required after denial of a rezoning request by the Town Council in order to allow acceptance of a new zoning application for the same property, as outlined in Section 78-154, "Action by town council," of the Code of Ordinances. The property is generally located south of FM 1171 and west of High Road. (The Planning and Zoning Commission denied the request by a vote of 6 to 0 at its January 8, 2018, meeting.)

Regular Public Hearing to consider a request for rezoning (ZPD17-0019-Lakeside Crossing) to amend Planned Development District No. 153 (PD153) by modifying the minimum building setback for the Hotel and by adding conceptual elevations and development standards for the townhomes, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (Planning and Zoning Commission recommended by a vote of to at its February 12, 2018, meeting.)

3/5/2018 Consent 2013 Street Reconstruction - Sheffield Court and Colonial Drive Change Order No. 1 and Final Acceptance.

SCHEDULED	3/5/2018	Consent	WWTP Rehabilitation Phase IV Solids Facility Part 2 Design Amendment No. 1
		Consent	2015 Street Reconstruction (Canterbury Lane & Superior Place) Change Order No.1 & Final Acceptance
		Consent	FM 2499 @ Lakeside North Right Turn Lane Design Award.
		Consent	Lift Station Improvements and Decommissioning Phase I - Construction Award.
		Consent	Silveron Thoroughfare Amendment.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	Heritage Park Phase IV Construction Award.
		Consent	Denton Creek Bridge and Water Line Design Award.
		Consent	Fire Station #7 Geotechnical Study.
		Consent	CAC - Outdoor Pool Deck Resurfacing
		Consent	ADA - Changes to Chapters 2, 14, & 58
		Consent	Floodplain Admin Change
	3/19/2018	Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017
		Consent	Bruton Elevated Storage Tank Change Order No. 1 and Final Acceptance
		Consent	Consider approval of a Development Agreement with Jerry's Carwash II, Ltd. for the construction of Town infrastructure associated with the Jerry's Carwash commercial development; and authorization for the Mayor to execute same on behalf of the Town
		Consent	Heritage Park Phase IV Testing Award.
	4/2/2018	Consent	Consider approval of the 2018 US Army Corps of Engineer (USACe) Solicitation No. XXXX for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorization for the mayor to execute same on behalf of the Town.
	4/16/2018	Consent	Lake Forest Boulevard Water Line Testing Award.
		Consent	Lake Forest Boulevard Roadway Improvements and 12-Inch Water Line Construction Award.

SCHEDULED	5/8/2018	Consent	Heritage Park Phase III Change Order No.1 and Final Acceptance.
		Regular	Consider approval of an ordinance canvassing and declaring the results of a general election held May 5, 2018, for the purpose of electing the offices of Mayor, Town Council Place 2, and Town Council Place 4; establishing procedures for those elections; and providing an effective date.