

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

5/21/2018

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. **PRESENTATIONS**

1. National Public Works Week Proclamation
2. Presentation and introduction from Denton County Friends of the Family
3. Proclamation for Children's Mental Health Awareness Day

E. **PUBLIC PARTICIPATION**

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

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

F. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

G. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

H. **FUTURE AGENDA ITEMS**

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

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I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, June 4.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 5/15-** Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2018.
2. **SPAN Transportation-** Consider approval of the First Amendment to the Services Agreement with SPAN, Inc., providing Demand Response Transit Service for Town citizens who are age sixty-five (65) or older and/or Town citizens with verifiable disabilities that prevent them from driving, for the addition of a new trip purpose and to increase the maximum one-way rides per month; and authorization for the Mayor to execute same on behalf of the Town.
3. **Twin Coves Park Housekeeping-** Consider approval of a Contract for Services Agreement with Festac Building Construction, Inc. to provide housekeeping services for Twin Coves Park, at the unit prices bid and to establish an annual bid price contract for routine housekeeping services to clean the rented cabins in an annual estimated amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town. This is the award of Bid No 2018-75-A and the contract is for one-year with four one-year renewal options.
4. **Agreement Renewal - ACMS-** Consider approval of an agreement renewal with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.
5. **Agreement - Priority Dispatch-** Consider approval of an agreement with Public Safety Priority Dispatch System for an emergency medical and police incident call response system, and authorization for the Mayor to execute same on behalf of the Town.
6. **ADA Changes-** Consider approval of an ordinance amending Chapters 2, 14, and 58 of the Code of Ordinances of the Town of Flower Mound relating to Americans with Disability Act (ADA) language in the respective chapters in accordance with the recommendations of the Town's ADA Transition Plan.
7. **CoServ - WWTP-** Consider approval of the Wastewater Treatment Plant Auxiliary Power final acceptance, and authorize the final payment of \$504,654.09, to CoServ Electric.
8. **Shady Point Acres-** Consider approval of Change Order No. 2 and Final Acceptance of the Shady Point Acres Water Line Replacement project, amending the contract with Wildstone Construction LLC, for a decrease to the contract in the amount of \$82,987.50, and authorization of final payment to Wildstone Construction LLC, in the amount of \$59,264.34; and authorization for the Mayor to execute same on behalf of the Town.
9. **CDAR Holdings, Water line-** Consider approval of a Development Agreement with CDAR Holdings, LLC for the construction of Town infrastructure associated with the Southgate, Phase 1 non-residential development; and authorization for the Mayor to execute same on behalf of the Town.

**Town Council Meeting Agenda
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10. **Town Hall Data Wiring-** Consider approval to fund the data and TV cabling project for the new Town Hall, through a Texas Department of Information Resources (DIR) Contract, with BlackBox Services, in the amount of \$119,999.00.

K. REGULAR ITEMS

11. **Public Hearing-MPA-Morriss Rd-** Public Hearing to consider a request for a Master Plan Amendment (MPA18-0002 – Morriss Road Thoroughfare Plan Amendment) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Morriss Road from a Major Arterial to a specified Urban Minor Arterial between Justin Road (FM 407) and Flower Mound Road (FM 3040) and by amending text related to Morriss Road being six lanes, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 23, 2018, meeting.)
12. **Morriss Rd Improvement Options-** Consider Improvement Plan Options to be included in the Morriss Road Improvements Project.
13. **Tree Removal- Church of Christ-** Public Hearing to consider an application for a tree removal permit for six (6) specimen trees on property proposed for development as Flower Mound Church of Christ. The property is generally located south of Karnes Road and east of Old Settlers Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 6, 2018, meeting).
14. **Public Hearing-SP-Church of Christ-** Public Hearing to consider a request for a Site Plan (SP17-0022 – Flower Mound Church of Christ) to develop a church building, with exceptions to Section 90-423,"Underground utilities," and Section 82-242, "Street buffer landscaping," of the Code of Ordinances. The property is generally located south of Karnes Road and east of Old Settlers Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 23, 2018, meeting).
15. **Tree Removal- Lakeside Crossing-** Public Hearing to consider an application for a tree removal permit for three (3) specimen trees on property proposed for development as Lakeside Crossing. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Environmental Conservation Commission recommended approval for Tree #83 by a vote of 6-0-0 at its April 3, 2018, meeting and recommended approval for Tree #'s 4804 and 4805 by a vote of 6-0-0 at its May 1, 2018, meeting).
16. **SP-Service First-** Consider a request for a Site Plan (SP18-0004 - Service First) to develop an auto repair garage, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 2018, meeting.)
17. **SP-Lake Forest Plaza, Lot 10-** Consider a request for a Site Plan (SP18-0003 - Lake Forest Plaza, Lot 10) to develop an office/retail building, with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located north of Flower Mound Road and west of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 2018, meeting.)

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18. **Public Hearing-ZPD-Pepper Creek-** Public Hearing to consider a request for rezoning (ZPD18-0002 – Pepper Creek Ranch) from Agricultural District (A) and Interim Holding District (IH) to Planned Development District No. 162 (PD-162) for a cluster development with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$55,020.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$69,400.00. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 2018, meeting.)
19. **DP-Pepper Creek-** Consider a request for a Development Plan (DP18-0002 - Pepper Creek Ranch) to develop a residential subdivision. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 2018, meeting.)

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

Executive Conference Room

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

M. CLOSED MEETING

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

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Board of Adjustment/Oil & Gas Board of Appeals**, Community Development Corporation, and Planning and Zoning Commission.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.
- d. Consultation with Attorney as follows:
 1. Limited engagement of outside counsel to represent the Town's Gas Board of Appeals and Zoning Board of Adjustment.
 2. EagleRidge Operating application for variance, appeal of administrative interpretation of the gas well regulations and preemption determination appeal.

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

N. RECONVENE TO REGULAR MEETING

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

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 18, 2018, at 12:55 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: May 21, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on May 15, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on May 15, 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 held on May 15, 2018.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 15, 2018

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THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 15TH DAY OF MAY, 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
Ashley Dierker	Town Attorney
Jimmy Stathatos	Town Manager
Tiffany Bruce	Engineering Manager

A. CALL 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

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

D. REGULAR ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on May 7, 2018.

Mayor Pro Tem McDaniel moved to approve the minutes from a regular meeting of the Town Council held on May 7, 2018. Deputy Mayor Pro Tem Bryant seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

2. Consider approval of an ordinance canvassing returns and declaring results of a general election held May 5, 2018, for the purpose of electing a Mayor and Council Members Places 2, and 4, and providing an effective date.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 15, 2018

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Ms. Scott gave a presentation identifying or noting:

- Update regarding the new electioneering rules
- Voter turnout
- Unofficial results
- Runoff election information

ORDINANCE NO. 16 -18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 5, 2018, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBER PLACES 2, AND 4, OF THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem McDaniel moved to approve an ordinance canvassing returns and declaring results of a general election held May 5, 2018, for the purpose of electing a Mayor and Council Members Places 2, and 4, and providing an effective date. Councilmember Bryan Webb seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

3. Consider approval of a resolution of the Town of Flower Mound, Texas calling for a runoff election to be held on June 16, 2018, for the office of Mayor; establishing procedures for conduct of the election.

RESOLUTION NO. 11-18

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING FOR A RUN-OFF ELECTION TO BE HELD ON JUNE 16, 2018, FOR THE OFFICE OF MAYOR; ESTABLISHING PROCEDURES FOR CONDUCT OF THE ELECTION.

Councilmember Bryan Webb moved to approve a resolution of the Town of Flower Mound, Texas calling for a runoff election to be held on June 16, 2018, for the office of Mayor; establishing procedures for conduct of the election. Mayor Pro Tem McDaniel seconded the motion.

VOTE ON MOTION:

Motion passed

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

NAYS: NONE

E. RECOGNITION OF AND ANNOUNCEMENT FROM OUTGOING COUNCILMEMBER

Councilmember Bryan Webb and Mayor Pro Tem McDaniel offered comments relative to their service on Town Council and each were presented parting gifts in appreciation for their service.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 15, 2018

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F. ADMINISTER OATHS OF OFFICE AND ISSUE CERTIFICATES OF ELECTION

Ms. Scott administered Oaths of Office to newly elected Councilmembers Sandeep Sharma and Jim Engel, and Mayor Hayden issued Certificates of Election to each in accordance with state law.

Ms. Scott also announced that each newly elected official completed their Statement of Elected office in accordance with state law.

G. RECOGNITION OF AND ANNOUNCEMENTS FROM NEWLY ELECTED COUNCILMEMBERS

Councilmembers Sharma and Engel offered their comments relative to being elected to the Town Council.

H. 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 or stated)
1.	Kent Johnson, 3808 Regency Park Ct	Superb police and fire support
2.	Jody Smith, 3705 Sarah Springs Trl	Elections and congratulations

I. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events

Councilmember Bryant announced various Memorial Day and Veterans events.

Mayor Pro Tem Webb recognized the Town Council candidates that were in the audience.

J. TOWN MANAGER REPORT

Mr. Stathatos gave an update on the following projects:

1. Capital improvement projects:
 - No report
2. Economic Development projects:
 - No report
3. Cultural Arts survey underway

K. FUTURE AGENDA ITEMS

1. No future agenda item request.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 15, 2018

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L. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

1. The next Town Council regular meeting will be held on May 21, 2018.

Mayor Pro Tem Webb announced that the next regular meeting will be May 21, 2018.

2. June 26, 2018, special meeting for the purpose of canvassing the runoff election.

Ms. Scott sought confirmation of a quorum for a special meeting on June 26th for the purpose of canvassing the runoff election.

Several members of Council indicated with a head nod that they would be there.

M. CLOSED MEETING

At 6:44 p.m. Mayor Hayden announced that the Town Council is convening into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, to discuss matters relating to personnel as follows:

- a. Discuss and consider election of Mayor Pro Tem and Deputy Mayor Pro Tem.

The Town Council reconvened into open session at 7:03 p.m. and took the following action:

Councilmember Sharma moved to appoint Jason Webb as Mayor Pro Tem. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA

NAYS: NONE

Councilmember Engel moved to appoint Claudio Forest as Deputy Mayor Pro Tem. Councilmember Bryant seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST

NAYS: NONE

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

No action taken.

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

No action taken.

- d. Consultation with Town Attorney.

No action taken.

FLOWER MOUND TOWN COUNCIL MEETING OF MAY 15, 2018

N. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 7:05 p.m. on May 15, 2018.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: May 21, 2018

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: **Consider approval of the First Amendment to the Services Agreement with SPAN, Inc., providing Demand Response Transit Service for Town citizens who are age sixty-five (65) or older and/or Town citizens with verifiable disabilities that prevent them from driving, for the addition of a new trip purpose and to increase the maximum one-way rides per month; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On August 21, 2017, Town Council approved an agreement with SPAN, Inc. (SPAN) to provide transportation for Town citizens who are age 65 or older and/or Town citizens with verifiable disabilities that prevent them from driving. Eligible riders can be taken anywhere in the service area (Flower Mound, Lewisville, and Highland Village) at a cost to the Eligible Riders of \$5.00 per one-way ride for the limited purposes of medical treatments, doctor and dentist appointments, shopping for necessities, travel to and from places of employment, and participation in the Town's Seniors In Motion senior citizen program.

SPAN submitted a grant application on behalf of the Town for funding through the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Program. SPAN was awarded the grant which is good for three years and will provide total funding in the amount of \$159,398.00. Because SPAN is the grantee, the Town does not need to formally accept the grant, but will need to amend its current agreement with SPAN. SPAN will provide the additional rides and pull funding directly from the grant program. The grant funding will enable the Town to increase the maximum number of one-way rides from 156 to 329 per month.

An amendment to the agreement is needed to increase the number of rides per month and to add a new trip purpose. The new trip purpose, which has been highly requested, will provide special need residents the opportunity to be transported to and from support programs in the Flower Mound, Lewisville, and Highland Village area. Examples of a support program include Special Abilities of North Texas and the Academy of Learning for Life. Riders using the transportation service for this trip purpose will be capped to a maximum of four one-way rides per week. Staff will evaluate usage and adjust accordingly when the FY 2018-19 SPAN Agreement is brought forward for consideration.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Amendment to Agreement
2. Executed Agreement

DRAFT MOTION: Move to approve the First Amendment to the Services Agreement with SPAN, Inc., providing Demand Response Transit Service for Town citizens who are age sixty-five (65) or older and/or Town citizens with verifiable disabilities that prevent them from driving, for the addition of a new trip purpose and to increase the maximum one-way rides per month; and authorization for the Mayor to execute same on behalf of the Town.

FIRST AMENDED SERVICE AGREEMENT

THIS FIRST AMENDED SERVICE AGREEMENT ("Agreement") is entered into by and between the TOWN OF FLOWER MOUND, TEXAS, located in Denton County, Texas acting by and through its duly authorized Mayor (hereinafter referred to as "TOWN"), and SPAN, INC., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)3 of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

RECITALS

WHEREAS, TOWN and SPAN entered into a Service Agreement on August 21, 2017 ("Agreement") whereby SPAN provides Demand Response Transit Service for TOWN citizens who are age sixty-five (65) or older and/or TOWN citizens with verifiable disabilities that prevent them from driving (hereafter referred to collectively as "Eligible Riders"); and

WHEREAS, SPAN has been awarded a grant from the Federal Transit Administration Enhanced Mobility for Seniors and People with Disabilities (§5310) to increase the maximum allowed one way trips from one hundred and fifty-six (156) to three hundred twenty-nine (329) one way trips per month.

WHEREAS, the parties wish to amend the Agreement to provide an additional trip purpose to allow Eligible Riders transportation to support programs for adults with special needs at a cost of \$5.00 per one-way ride. Eligible Riders with special needs will be capped at a maximum of four one-way rides per week for this trip purpose.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

I.

Subsection "a" of Section 4 "Payment" is hereby amended and a new subsection "i" is hereby added to read as follows:

- a. TOWN agrees to pay a reasonable fee for Demand Response Transit Service provided to Eligible Riders, together with Federal grant funds under the §5310 Enhanced Mobility for Seniors and People with Disabilities Program. Such fee to Town for fiscal year October 1, 2017, through September 30, 2018, will be a cumulative amount not to exceed Forty-Six Thousand Seven Hundred Twenty-Five Dollars and Twelve Cents (\$46,725.12) for up to a total of one thousand eight hundred seventy-two (1,872) one-way trips for Eligible Riders, invoiced to TOWN on a monthly basis at a price per one-way trip of Twenty-Four Dollars and Ninety-Six Cents (\$24.96). Eligible Riders shall pay SPAN a price per one-way trip of Five Dollars (\$5.00) to be collected by SPAN at the time of such trip.
- i. Upon notification of the availability of §5310 grant funds, SPAN shall provide up to one hundred seventy-three (173) one-way trips per month to Eligible Riders using such funds. If

fewer than one hundred seventy- three trips are used in any given month the unused one-way trips from that month will accrue and be available for use during subsequent months of this Agreement.

II.

Section 10 "Term of Agreement" is hereby amended in its entirety to read as follows:

The term of this Agreement shall be from October 1, 2017 through September 30, 2018. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the Town terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination. This Agreement shall automatically terminate upon the exhaustion of the three thousand nine hundred forty-eight (3,948) one-way trips provided for by this Agreement or the payment of Forty-Six Thousand Seven Hundred Twenty-Five Dollars and Twelve Cents (\$46,725.12) by Town to SPAN and the provision of all trips funded by the \$5310 grant.

III.

Section 14 "Federal Transit Administration Enhanced Mobility for Seniors and People with Disabilities (§5310) grant" is added to the Agreement to read as follows:

As outlined above, the services provided under this Agreement may be, in part, eligible for funding through the Enhanced Mobility for Seniors and People with Disabilities (§5310) grant program. SPAN shall comply with all necessary requirements of the grant program as set forth in "Exhibit "C" and incorporated herein by reference as though it were set out in its entirety. SPAN shall assume all responsibility for invoices, submittals and required reporting, unless otherwise requested in writing to TOWN.

IV.

All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

TOWN OF FLOWER MOUND, TEXAS

By: _____
Thomas E. Hayden, Mayor

ATTEST:

SPAN, INC.

By: _____
Theresa Scott, Town Secretary

By: _____
Deborah Robertson, Executive Director
SPAN, INC.

Project Life Cycle Management Plan

Implementing Agency: Span, Inc.

Project Name: Flower Mound Service for Seniors and People with Disabilities

Funding Program(s): Enhanced Mobility of Seniors and People with Disabilities

Sources of Funding: Federal & TDCs

Project Start Date: date of execution

Project Completion Date: 3 years from date of execution

One-Sentence Project Description: The project will provide transportation to seniors and those with disabilities that reside in the City of Flower Mound.

Service Area: Denton County

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✦ Update as needed

◆ Update quarterly

Project Life Cycle Management Plan Revisions

Indicate all changes made. Exclude updates to the NCTCOG Project Administration section.

Revised Version	Date Modified	Summary of Changes	Modified By (Initials)
	Click here to enter a date.		
	Click here to enter a date.		
	Click here to enter a date.		
	Click here to enter a date.		

Progress Meetings

<i>Date</i>	<i>Significant Discussion Points</i>
Click here to enter a date.	Location and Attendees: Discussion Points:
Click here to enter a date.	Location and Attendees: Discussion Points:
Click here to enter a date.	Location and Attendees: Discussion Points:
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Click here to enter a date.	Location and Attendees: Discussion Points:

Site Visits

<i>Date</i>	<i>Findings</i>
Click here to enter a date.	
Click here to enter a date.	
Click here to enter a date.	

Project Information

Project Description

Provide a narrative description of the project.

Span, Inc. will provide a demand-response transportation service for seniors and people with disabilities residing in the Town of Flower Mound.

Project Background

Describe the project status at startup of this agreement between NCTCOG and the implementing agency. If this project is an expansion of an existing service or program or if the project is already underway, describe the project's accomplishments prior to startup of this agreement between NCTCOG and the implementing agency.

Span is currently operating a similar service as above in Flower Mound. Span currently provides 145 trips per month, and with this project plans to increase that number to 165 trips per month.

Project Points of Contact

List the principal individuals who may be contacted for information regarding the project.

Project Administrator: Person authorized to enter into agreements

Project Manager: Point of contact for project implementation

Project Team Member: Additional points of contact (identified as needed)

Position	Organization/ Name and Title	Phone	E-mail
Project Administrator	NCTCOG Michael Eastland Executive Director	817-695-9101	meastland@nctcog.org
Project Manager	NCTCOG Wesley Shimek Transportation Planner I	817-695-9145	wshimek@nctcog.org
Project Team Member – alternate contact	NCTCOG Gypsy Gavia Transportation Planner II	817-695-9134	ggavia@nctcog.org
Project Team Member – support for major issues	NCTCOG Karina Maldonado Senior Transportation Planner	817-704-5641	kmaldonado@nctcog.org
Project Administrator	Span Deborah Robertson Executive Director	940-382-2224	drobertson@span-transit.org
Project Manager	Span Roger Muckel Mobility Manager	940-382-1900	rogerm@span-transit.org
Grants Manager	NCTCOG TBD		

Communication Plan

Required Ongoing Communication

The following checked communication activities are required at a minimum between the implementing agency and NCTCOG. As needed, use additional rows to describe other communication activities the implementing agency will maintain with NCTCOG and the method of delivery.

	Activity	Description	Frequency	Responsibility	Deliverable
☒	Quarterly Status Report	Report project activities occurred during previous quarter and planned for next quarter	Quarterly	Implementing Agency	Quarterly Status Report DUE: no later than the 10 th day after each quarter ends Email report
☒	Progress Meetings	Implementing agency and NCTCOG meet to discuss project progress	Quarterly ▪ January ▪ April ▪ July ▪ October	NCTCOG	Submit any requests for revisions to Project Life Cycle Management Plan within 5 days. Email changes
☒	Project Status Changes	Significant changes in project implementation, timeline, equipment, funding, personnel, etc	Per Occurrence	Implementing Agency	Report on significant project status changes Email updates
☒	Closeout Report	Document final project implementation and cost including final data for performance measures	Once	Implementing Agency	Closeout Report DUE: Within 60 days of project completion Email report
☐	Lease versus Buy Consideration	Conduct and submit a cost comparison of leasing or purchasing any capital asset	Prior to entering into a lease agreement	Implementing Agency	Cost Comparison Email cost comparison

	Activity	Description	Frequency	Responsibility	Deliverable
☐	Equipment and Property Management	Request written authorization from NCTCOG for lease, use, non-use, sale, or other disposition of any equipment or property provided through the project for any purpose other than the implementation of the project	As Needed (during and/or after contract termination)	Implementing Agency	Request for Written Authorization Email request
☐	Vehicle Status	Report when a vehicle is in an accident, stolen, or if there is other property damage	Per Occurrence	Implementing Agency	Supporting Documentation of vehicle status change Email report
☐	Vehicle Disposition	Request written authorization to release and convey the title when vehicle is ready to be sold or past its useful life	Per Occurrence	Implementing Agency	Request for Vehicle Disposition Email request
☒	Audits	Provide information of any audit related to or which may impact implementation of the project or expenditure of funds	Per Occurrence	Implementing Agency	Copy of applicable audits and related reports DUE: Within 30 days of receipt Email related materials
☒	Civil Rights Complaints	Complaints regarding civil rights activities or actions	Per Occurrence	Implementing Agency	Copy of written complaints and summaries of verbal complains DUE: Within 5 days of receipt Email complaints

	Activity	Description	Frequency	Responsibility	Deliverable
☒	Federal Fiscal Year FTA Certifications and Assurances	Document indicating Implementing Agency's agreement to comply with all Federal statutes and regulations, and follow all applicable Federal directives	Every fiscal year	Implementing Agency	Copy of Certifications and Assurances form Due: no more than 90 days after the date the Certifications and Assurances are published in the Federal Register Mail to NCTCOG
☐	Vehicle Registration	State vehicle title must be purchased under NCTCOG's name through registration and annual registration renewals for all vehicles	At project start up and annually thereafter	Implementing Agency	State vehicle title Due: (annual) within 30 days of annual registration renewal Email copy
☐	Certificate of Insurance	Implementing agency must obtain adequate Comprehensive Automobile Insurance for the operation of vehicles used for implementation of this Project	At project start up and annually thereafter	Implementing Agency	Copy of Insurance Due: (start up)at least 20 days prior to commencement of service; (annual)within 30 days of annual renewal Email copy
☐			Weekly	Implementing Ag	
☐			Weekly	Implementing Ag	
☐			Weekly	Implementing Ag	

Required Documentation

NCTCOG reserves the right to review and inspect the following required documentation during the project life. Please reference your contract for more information.

Maintenance

Maintain a file for each vehicle that contains, at a minimum: monthly mileage reports, maintenance repair records, and inspection log. Annual safety inspection must be conducted at the expense of the Implementing Agency. Upon request, NCTCOG must be provided applicable documentation confirming compliance.

Construction Management and Oversight

Implementing agency shall ensure that construction activities comply with prevailing wage requirements of the Davis-Bacon Act. Upon request, NCTCOG must be provided applicable documentation confirming compliance.

Environmental Protections

Implementing agency shall ensure all activities associated with implementation of the project comply with applicable environmental regulations. Upon request, NCTCOG must be provided applicable documentation confirming compliance.

Clean Air Act

Implementing agency shall provide necessary data or other information to NCTCOG to enable calculation of applicable air quality emissions information. Upon request, NCTCOG must be provided applicable documentation confirming compliance with the transportation conformity process.

Civil Rights

Implementing agency shall ensure compliance of civil rights statutes by any contractors and consultants receiving funding through this project. Upon request, NCTCOG must be provided applicable documentation confirming compliance.

Retention and Access of Records

Implementing agency shall retain all financial and programmatic records, supporting documents, statistical records, and other records related to the project for a period of at least three years from the starting date of the project.

Major Capital Projects

A written Project Management Plan (PMP) is required for all major capital projects. The plan should cover the implementing agency's detailed project management strategy to control the project scope, budget, schedule and quality.

Safety and Security

Implementing Agency shall develop and document policies and procedures for safety, security, and emergency preparedness. Upon request, NCTCOG must be permitted access to staff, property, and records to conduct investigations related to safety and security.

Performance Plan

Provide at least four objectives for this project. Please report progress toward meeting the performance goal in your Monthly Status Reports.

Project Objective *(Identify the desired result produced by the project)*

Performance Measure *(Describe how the performance goal is to be measured)*

Schedule *(Describe when to measure)*

Deliverable *(List and describe Project Deliverable associated with the Project Objective identified)*

Completion Date *(List the date that NCTCOG can expect to receive the deliverable)*

Project Objective #1 Provide one-way trips to seniors and individuals with disabilities

Performance Measure 1,800 trips annually

Schedule Quarterly, annually

Deliverable Number of one-way trips

Completion Date end of project

Project Objective #2 Provide rides to seniors and individuals with disabilities

Performance Measure Serve 100 unique riders annually

Schedule Quarterly, Annually

Deliverable Number of persons served

Completion Date end of project

Project Objective #3 Develop a sustainability plan

Performance Measure Written document outlining Span's plan to pursue alternative funding sources to ensure service continuity

Schedule 6 months prior to full funds expenditure, Span should provide NCTCOG with a draft Sustainability Plan. The final sustainability plan should be included with project closeout documents.

Deliverable Plan including specific, measureable, attainable, relevant, and time sensitive goals. Plan should cover how to maintain all aspects of the project, including but not limited to asset management, operations, funding sources, and service review

Completion Date November 2020, project closeout report

Project Objective #4

Performance Measure

Schedule

Deliverable

Completion Date [Click here to enter a date.](#)

Project Execution

Implementation Schedule and Key Milestones

Outline the scope of work to be performed. Describe key milestones or the steps that will be taken to implement this project. Include a target date for each milestone or step.

Service Agreement established with City of Flower Mound **April 2018**

Project implementation plan finalized **May 2018**

Begin service in Flower Mound **June 2018**

Develop long term sustainability plan **Winter 2020**

Submit closeout report no more than 60 days after last invoice **Fall 2021**

Risk Assessment

Provide a list of the five (5) highest risks to the project's success, including the probability of their occurrence, level of impact anticipated, and a brief description of the mitigation strategy for each.

#	Description	Probability %	Impact 1= low 5=high	Mitigation Strategy
1	Rate of expenditure too fast or too slow	30%	4	NCTCOG will meet with project staff on a quarterly basis to identify and address issues/solutions. NCTCOG will provide project staff with frequent updates regarding funding balances.
2	Low ridership demand	20%	5	NCTCOG will review marketing and outreach periodically to ensure advertising is reaching the correct audience
3	Staff turnover	10%	3	NCTCOG will provide technical assistance to project staff as needed or upon request
4				
5				

Project Investment

Budget

Total project budget: \$154,883

Funding awarded through agreement with NCTCOG not to exceed: \$159,398

Eligible Expenses: Purchase of Service

Year 1:

Total Budget: \$53,132

Itemized Budget (*amount and expense item*): Purchase of Service (\$53,132 Federal, 10,627 TDCs)

Local Match Sources: TDCs

Year 2:

Total Budget: \$53,132

Itemized Budget (*amount and expense item*): Purchase of Service (\$53,132 Federal, 10,627 TDCs)

Local Match Sources: TDCs

Year 3:

Total Budget: \$53,132

Itemized Budget (*amount and expense item*): Purchase of Service (\$53,132 Federal, 10,627 TDCs)

Local Match Sources: TDCs

Procurement Plan

Summarize all major items, products, goods, or services that must be procured during the course of the project. Include the responsible agency and projected dates for procurement.

Procurement No procurements planned

Responsibility n/a

Projected Date n/a

Equipment and Other Assets Management

Report any equipment or other assets received through this project or associated with the project and the status of its condition periodically. NCTCOG reserves the right to investigate procedures, inventory records, equipment, and other assets as necessary.

NCTCOG Project Administration

Project Closeout

List all Project Deliverables and the date each was accepted by NCTCOG. Identify any contingencies or conditions related to the acceptance.

<i>Deliverable</i>	<i>Date Accepted</i>	<i>Contingencies or Conditions</i>
	Click here to enter a date.	
	Click here to enter a date.	
	Click here to enter a date.	
	Click here to enter a date.	

Document how the project performed against each Performance Goal established in the Performance Plan.

<i>Project Objective</i>	<i>Performance Goal</i>	<i>Results</i>

Document lessons learned.

<i>Statement of Problem</i>	<i>Discussion</i>	<i>Corrective Actions</i>

NCTCOG Project Manager will save a copy of communication (email or letter) with implementing agency indicating that the project is ending/has been closed out in the project file.

STATE OF TEXAS §

COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

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

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

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

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

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

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

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

1. Recitals

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

2. Scope of Services

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

3. SPAN Operations

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

4. Payment

- a. TOWN agrees to pay a reasonable fee for Demand Response Transit Service provided to Eligible Riders. Such fee for fiscal year October 1, 2017, through September 30, 2018, will be a cumulative amount not to exceed Forty-Six Thousand Seven Hundred Twenty-Five Dollars and Twelve Cents (\$46,725.12) for up to a total of one thousand eight hundred seventy-two (1,872) one-way trips for Eligible Riders, invoiced to TOWN on a monthly basis at a price per one-way trip of Twenty-Four Dollars and Ninety-Six Cents (\$24.96). Eligible Riders shall pay SPAN a price per one-way trip of Five Dollars (\$5.00) to be collected by SPAN at the time of such trip.
- b. The number of one-way trips shall be limited to a maximum of one hundred and fifty-six (156) one-way trips per month at a price of Twenty-Four Dollars and Ninety-Six Cents (\$24.96) per one-way trip payable by the Town.
- c. EXCEPTION: If the full allotment of one hundred and fifty-six (156) one-way trips has been exhausted for a particular month and additional one-way trips remain available under this Agreement SPAN may provide transportation service to an Eligible Rider needing transportation for dialysis, chemotherapy or other medically necessary treatment or therapy upon provision by the Eligible Rider to SPAN of a doctor's order documenting the need for treatment or therapy on the date such service is requested by said Eligible Rider (an "Excess One-Way Trip"). Town will pay SPAN for such Excess One-Way Trip upon submission of documentation supporting the Excess One-Way Trip provided that funds remain available under the maximum amount of this Agreement for such purpose.
- d. Excess One-Way Trips shall be deducted from the immediately following month's allotment of one hundred and fifty-six (156) one-way trips.
- e. If fewer than one hundred and fifty-six (156) one-way trips are used in any given month the unused one-way trips from that month will accrue and be available for use during the immediately following month. If unused during the immediately following month, the accrued trips shall continue to roll forward on a monthly basis until the conclusion of the Term of this Agreement.
- f. It is expressly understood and agreed that in no event under the terms of this Agreement will the total compensation to be paid hereunder exceed Forty-Six Thousand Seven Hundred Twenty-Five Dollars and Twelve Cents (\$46,725.12) for all services rendered.
- g. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance or provider.
- h. If an otherwise Eligible Rider contacts SPAN for service and the Eligible Rider's trip does not qualify for payment by the Town under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to an otherwise Eligible Rider at the total cost of Twenty-Nine Dollars and Ninety-Six Cents

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

5. Indemnification

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

6. Insurance

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

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

7. Assignment and Delegation

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

8. Severability

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

9. Mediation

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

10. Term of Agreement

The term of this Agreement shall be from October 1, 2017 through September 30, 2018. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the Town terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination. This Agreement shall automatically terminate upon the exhaustion of the one thousand eight hundred seventy-two (1,872) one-way trips provided for by this Agreement or the payment of Forty-Six Thousand Seven Hundred Twenty-Five Dollars and Twelve Cents (\$46,725.12) by Town to SPAN.

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

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

12. Applicable Law/Venue

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

13. Attorney's Fees and Costs

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

IN WITNESS WHEREOF the Town of Flower Mound and Special Programs for Aging Needs, Inc. have executed this Agreement on this the 21st day of August, 2017.

SPAN, INC:

Deborah Robertson

Deborah Robertson (Aug 24, 2017)

Deborah Robertson, Executive Director

ATTEST:

Laura Scott

Town Secretary

TOWN OF FLOWER MOUND:

Thomas E Hayden

Thomas E. Hayden, Mayor

FLOWER MOUND TRANSPORTATION POLICY AND PROCEDURES

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

Information in these policies and procedures includes the following:

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

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

I. Description of SPAN Transit Services in Flower Mound

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

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

Assistance includes:

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

Assistance DOES NOT include:

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

SPAN IS NOT AN EMERGENCY MEDICAL TRANSPORTATION SERVICE.

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

Service Hours

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

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

II. APPLICATION

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

SPAN

1800 Malone

Denton, TX 76201 940-383-8433 (fax)

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

Reapplication Process

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

III. DISABILITY CERTIFICATION

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

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

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

Notice of Eligibility Determination

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

Recertification Process

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

IV. HOW TO SCHEDULE A TRIP

Trip Requests

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

Scheduling

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

V. SPAN TRANSIT FARES

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

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

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

Passes

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

SPAN Administrative Office
1800 Malone
Denton, TX 76201

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

VI. AIDES, COMPANIONS AND ANIMALS

Aides

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

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

- Incapable of self-mobility
- Unable to communicate
- Unable to handle common activities
- Unable to control his/her own actions
- Unable to remain seated and belted
- Unable to independently transfer from wheelchair
- Children under 15 years of age

- Others as reasonably determined by SPAN's Transportation Manager

Companions

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

Animals

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

VII. WAIT TIME, NO SHOWS AND TRIP CANCELLATION

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

Wait Time

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

No Show

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

Late Cancellation

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

Penalties

- Three (3) no-shows in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- Five (5) Late Cancellations in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.

- In addition, SPAN may impose reasonable penalties for any passenger that develops a pattern or practice of missing scheduled trips
- Subscription riders that face penalties may lose their subscription slot.

VIII. MOBILITY DEVICES

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

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

IX. SEATBELTS AND RESTRAINTS

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

X. PASSENGER BEHAVIOR

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

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

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

XI. TERMINATION OF SERVICES

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

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

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

XII. GRIEVANCE AND APPEAL PROCEDURES

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

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

XIII. TITLE VI COMPLAINTS

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

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

XIV. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XV. FREQUENTLY ASKED QUESTIONS

Question: What if I run late at my appointment?

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

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

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

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

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

Question: What is the service area?

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

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

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

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

1. Statement of Work

During the period October 1, 2017 through September 30, 2018, the Town of Flower Mound may use Community Development Block Grant (CDBG) funds to reimburse SPAN for providing "Demand Response" transit service to the following citizens of the Town of Flower Mound (TOWN):

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

It is expressly agreed and understood that the total amount of CDBG funds to be paid by the TOWN under this Agreement shall not exceed Twenty Six Thousand Four Hundred Twenty Five Dollars (\$26,974.00). Costs exceeding Twenty Five Thousand Dollars (\$26,974.00) for providing Demand Response transit service to the above citizens will be paid with TOWN funds in accordance with the Agreement.

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

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

- Has been paid, reimbursed or is subject to payment or reimbursement from any other source;
- Was incurred prior to the beginning date, or after the ending date specified in this Agreement;

- Is not in strict accordance with the terms of this Agreement; or,
- Has not been billed to TOWN within 30 calendar days following termination of the Agreement.

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

2. Records and Reports

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

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

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

3. Program Income

No program income will be generated under this Agreement.

4. Uniform Administrative Requirements

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

5. Other Program Requirements

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

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

6. Conditions for Religious Organizations

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

7. Reversion of Assets

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

- ✓ Signed document emailed to chuck.jennings@flower-mound.com, Anne Carnes (TownSecretary@flower-mound.com), Deborah Robertson (drobertson@span-transit.org), brittni.barnett@flower-mound.com, and 4 more
08/24/2017 - 11:04:18 AM CDT





TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: May 21, 2018

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of a Contract for Services Agreement with Festac Building Construction, Inc. to provide housekeeping services for Twin Coves Park, at the unit prices bid and to establish an annual bid price contract for routine housekeeping services to clean the rented cabins in an annual estimated amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town. This is the award of Bid No 2018-75-A and the contract is for one-year with four one-year renewal options.

BACKGROUND INFORMATION: The Town of Flower Mound solicited bids for housekeeping services to be performed at 19 cabins in Twin Coves Park. Cabins will be required to be cleaned on the day of check-out ensuring that they are available for rent the same day. Services to be performed include: sweeping, mopping, vacuuming, cleaning windows, changing linens, disinfecting bathrooms and kitchen areas, dusting, general cleaning, etc.

A scope of services was developed and the proposal was distributed to potential vendors for this service. Staff held a pre-bid meeting and site visit with seven (7) prospective vendors. Four (4) proposals were received by the due date and time. Bids were evaluated by representatives from the Parks and Recreation Division based on the following evaluation criteria:

1. Purchase price
2. Reputation of the respondent and of the respondent's goods or services
3. Quality of the respondent's goods or services
4. Extent to which the goods or services meet the Town's needs
5. Respondent's past relationship with the Town
6. Total long-term cost to the Town to acquire the respondent's goods or services
7. Any relevant criteria specifically listed herein or in the contract documents.

Staff recommends award of bid to Festac Building Construction, Inc. the lowest responsible, responsive bidder. Based on unit prices bid, the Parks and Recreation Division estimates an annual expenditure of \$35,000 for routine cleaning upon guest check-out and additional services to be provided on an as-needed basis. These additional services include carpet cleaning and power washing.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Estimated Annual Expenditure \$35,000

Proposed Expenditure:	Account Number(s):
\$35,000.00	100-630-33100-5110

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

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

ATTACHMENTS:

1. Proposed Contract
2. Insurance

DRAFT MOTION: Move to approve the award of Contract for Services Agreement with Festac Building Construction, Inc. to provide housekeeping services for Twin Coves Park, at the unit prices bid and to establish an annual bid price contract for routine housekeeping services to clean the rented cabins in an annual estimated amount of \$35,000.00; and authorization for the Mayor to execute same on behalf of the Town.

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
BID NO 2018-75-A**

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and Festac Building Construction, Inc ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Miscellaneous Concrete Replacement Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to an additional four (4) twelve (12) month periods at the Town's sole option, if written notice of the intent to renew is provided to the Contractor not less than sixty (60) days prior to the termination date of the initial contract period or then current extension.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town.

Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A, Insurance Requirements. Failure to maintain the required insurance may result in immediate termination of the Contract.
11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all

solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this contract upon sixty (60) days written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
22. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS.** The Contractor shall procure and pay for a good and sufficient performance bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$100,000.00, guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents,

including any extensions thereof, for the protection of the Town. The bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship within a period of one (1) year from the date of acceptance of the improvement by the Town of Flower Mound. The Contractor shall also procure and pay for a maintenance bond in an amount not less than 100 percent (100%) of the total amount of the completed purchase order, guaranteeing the work completed for a period of 1-year after its acceptance by the Town of Flower Mound. The Contractor shall also procure and pay for a good and sufficient payment bond in an amount not less than 100 percent (100%) of the total amount of the purchase order for all orders in excess of \$25,000.00, guaranteeing the full and proper protection of all claimants supplying labor and materials in prosecution of the work provided for in said contract and for the use of each claimant.

23. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
24. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Name: _____
Title: _____
Company Name: _____
Address: _____
City, State, Zip: _____

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the

addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
26. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
27. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
28. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

Festac Building Construction, INC

TOWN OF FLOWER MOUND, TEXAS

By:_____

By:_____

Name:_____

Title:_____

Honorable Mayor

Date:_____

Date:_____

**Town of Flower Mound
Twin Coves Park Housekeeping Services
Price Quote Sheet 2018-75-A**

Price per cabin: \$ 40.00

Price per cabin with multi-cabin cleaning discount: \$ 37 2-5 Cabins
 \$ 35.50 6-10 Cabins
 \$ 35.00 11-15 Cabins
 \$ 37.50 16-19 Cabins

Additional Fees Total: \$ 50.00 per

Please explain and itemize additional fees:

\$50 will be charged beyond excessive cleaning
which are "The Quarterly deep clean that should
consist of corners dusting, under and over railings,
flipping of all mattresses and removal of
wasps and hornet in all corners of the patio.

**Town of Flower Mound, Texas
Bid No. 2018-75-A
Certification Form**

Company Information

The following information must be provided in its entirety for your submission to be considered:

Company Name: Festac Building Constructors, Inc.

Principal Place of Business Address: 2828 Forest Lane Ste #1011

Principal Place of Business City, State, Zip: Dallas, Texas 75234

Principal Place of Business Phone Number: 972) 484-2626

Principal Place of Business Fax Number: 972) 853-7410

Remittance Address (if different from above): SAME AS ABOVE

Remittance City, State, Zip: _____

Tax Identification No: 75-2813564

Addendums

If an addendum to this RFQ is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 ✓ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the scope of work, has read the document in its entirety and that the information submitted has been carefully reviewed and is submitted as correct and final. Provider further certifies and agrees to furnish any or all services in accordance with the terms and conditions contained herein. Provider agrees that acceptance of submission by the Town of Flower Mound, Texas, within the time frame indicated in this RFB constitutes a contract.

The individual signing this RFB certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the supporting documentation provided.

Authorized Representative:

Signature

Date

Printed Name

Title

Email Address

Isaac Prince 04-21-2018
Isaac Prince
Chief Estimator
Festac-Inc@msn.com

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 86th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code. A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity. Festac Building Constructors, LLC		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. NONE Name of Officer This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No D. Describe each employment or business relationship with the local government officer named in this section.		
4 [Signature] Signature of person doing business with the governmental entity 04/21/2018 Date		

**TOWN OF FLOWER MOUND
CABIN HOUSEKEEPER SERVICES
Bid No: 2018-75-A**

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Note: Demonstrate a minimum of three years of experience. Please list at least three references who we can contact to obtain information about your services.

TOTAL NUMBER OF EMPLOYEES: 21

SERVICES PROVIDED: cleaning multiple locations in 3 different city

CLIENT: North Texas Tollway Authority NTIA

POINT OF CONTACT: Mr. Doyle Graham PHONE: 214-224-2295

DESCRIPTION: Cleaning/Paper Products supplier 5 Location of more than 6000 Employees

CHALLENGES/ADDITIONAL INFO:

Has never had an issues in 2yrs. Renew Last week for another sixteen month.

SERVICES PROVIDED: cleaning WWTP Located 10011 Log Cabin

CLIENT: CITY OF Dallas (Emergency Scrubber System)

POINT OF CONTACT: Nosa Irenum PHONE: 214) 549-8160

DESCRIPTION: Cleaning/Emergency Scrubber System #1.1mill

CHALLENGES/ADDITIONAL INFO:

Festac was the lowest bidder and have saved the city more than \$900,000. Been awarded twice

SERVICES PROVIDED: Cleaning AND Paper Products Supplier

CLIENT: Texas File (Highly classified Information)

POINT OF CONTACT: Cindy Hopper PHONE: 214-705-6400

DESCRIPTION: Cleaning

CHALLENGES/ADDITIONAL INFO:

CAN only clean while office is session.

Highly classified information. Has been in contract for five years.

EXHIBIT A

**INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES**

Services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

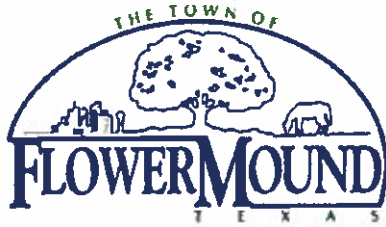
Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.



Purchasing & General Services

Addendum No. 1

Issued April 17, 2018

Bid No:	2018-75-A
SOQ Title:	Cabin Housekeeper Services at Twin Coves Park
Bid Due:	04/24/2018 @ 11:00 AM (CT)

Addendum #1 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the bid documents for this project. Please acknowledge receipt of this addendum on your bid certification form that is in the original bid packet.

GENERAL QUESTIONS AND CLARIFICATIONS

Q: What you would say is the ratio from stayover to full check out?

A: I don't think you can look at this in terms of a "ratio" as you are almost assured that there will be check-outs and stay-overs potentially every day of the week. It's inevitable that reservations will overlap. The company should be prepared to clean the number of cabins scheduled to check out on a given day, which could be between 1 and 19 cabins. We have noticed that the majority of stays take place on Friday and Saturday nights, with the occasional weekday stay (Monday-Thursday). Trends have shown that the majority of the Friday/Saturday stays checkout on Sunday with a very small percentage of cabins staying through Monday or later. We do expect that our summer check-in/check-outs will be very busy from a housekeeping perspective, and we expect longer stays and more sporadic check-ins/checkouts throughout the week and on weekends.

Q: Would you like to have a once per quarter deep cleaning price per cabin? Why I suggested that is, there are occasion when a room is deemed "beyond excessive" for cleaning purposes. The quarterly deep clean should consist of corner dustings, under and over railings, flipping of mattress (depends) etc.

A: A separate quarterly deep cleaning price is something that each company may want to consider based on their own business model and price structure. The Town is requesting as part of Bid No. 2018-75-A a quarterly "deep cleaning".

If you are comparing a scheduled quarterly "deep cleaning" to a "beyond excessive" cleaning I would say these are two separate items. The expectations of a quarterly cleaning will be clearly stated in the agreement and should be priced according to each company's business model and price structure. "Beyond excessive" is subjective, therefore, if a company chooses to include a price for "excessive cleaning" then specific guidelines and easily identifiable parameters will need to be incorporated into the agreement to insure both the Town and selected company understand what constitutes excessive, and when/if it applies.

Q: Will a call to clean just one cabin be regarded as emergency call? Such calls will be based on drive time plus amount of time spent cleaning.

A: Each company will need to take into account their fixed cost of cleaning a single cabin (drive time and amount of time spent cleaning, etc.) and price according to their own business model and price structure.

An emergency constitutes an unexpected or last minute cabin cleaning. This rarely happens (but can) as the majority of check-outs are identified through the scheduling system 3-5 (or more) days in advance. I would not classify a single cabin cleaning identified several days in advance as an "emergency". Every attempt will be made to give as much advanced notice, but there will be times that a reservation is made at the last minute, and the departure date will make the specific cabin a single cleaning, and possibly a quick turn-around (check-out/check-in on the same day). It is our hope that we will have multiple cabins to clean on a given day, but in reality there will be days that we have only one cabin checking out that needs to be cleaned.

Q: During the term of the contract, will the contractor get a discount rate for using the facility?

A: There will be no discounted rates for use of Twin Coves Park or any other Town facility specifically associated with the contract. This is a Town managed park and all prices associated with the park (cabins/RV/primitive rentals, annual passes and day use entry) have been set by the Town Council and incorporated into a Town Ordinance. If the contractor or employee of contractor is a Flower Mound resident, a senior citizen (65 or older), or Active Military, a 10% discount will apply to cabin and RV overnight stays.

For questions regarding this addendum contact:

Sabrina Zadow
Purchasing Manager
(972) 874-6007
Sabrina.Zadow@flower-mound.com



Purchasing Services
Cabin Housekeeper Services at Twin Coves Park

Statement of Qualifications No:	2018-75-A
	Annual Contract for Cabin Housekeeper Services at Twin Coves Park
Mandatory Overview/Tour:	04/12/2018 @ 9:00am (CT)
Questions Deadline:	04/17/2018 @ 11:00am (CT)
Bids Due:	04/24/2018 @ 11:00am (CT)

Sealed bids for the materials or services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) original bid and one (1) copy of bid in hard copy only, in a sealed envelope to the address listed below.

Delivery and Mailing Address:

Town of Flower Mound
Attn.: Purchasing Division
2121 Cross Timbers Road
Flower Mound, Texas 75028

Your bid will not be considered unless you attend the mandatory overview/site tour. Late submissions will not be considered. Responses must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Please include a copy of the completed Vendor Information Form and Conflict of Interest Questionnaire with your bid submittal. Additional instructions for preparing a response are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:

Sabrina R. Zadow
Purchasing Manager
(972) 874-6007
sabrina.zadow@flower-mound.com

The Town of Flower Mound appreciates your time and effort in preparing a response. **Please note that all responses must be received at the designated location by the deadline shown.** Responses received after the deadline will not be considered for the award of the contract and will be returned unopened. Only the names of the firms submitting responses will be published on the Bid Summary. No other information will be released by the Town during the evaluation process or prior to contract award. All bids must be submitted in hard copy format only. The Town will not accept emailed or on-line submittals.

**Town of Flower Mound, Texas
Bid No. 2018-75-A
Certification Form**

Company Information

The following information must be provided in its entirety for your submission to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: _____

Addendums

If an addendum to this RFQ is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the scope of work, has read the document in its entirety and that the information submitted has been carefully reviewed and is submitted as correct and final. Provider further certifies and agrees to furnish any or all services in accordance with the terms and conditions contained herein. Provider agrees that acceptance of submission by the Town of Flower Mound, Texas, within the time frame indicated in this RFB constitutes a contract.

The individual signing this RFB certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the supporting documentation provided.

Authorized Representative:

Signature _____ Date _____

Printed Name _____

Title _____

Email Address _____

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY 	
1 Name of person who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4		
Signature of person doing business with the governmental entity		Date

TOWN OF FLOWER MOUND STANDARD TERMS & CONDITIONS FOR PROCUREMENTS

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, [www.IonWave Technologies, Inc. com](http://www.IonWaveTechnologies.com) and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the respondent shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/respondent to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes IonWave Technologies, Inc. to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through IonWave Technologies, Inc. shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to IonWave Technologies, Inc. in order to eliminate all costs for vendors to utilize the system for standard bids and proposals solicited by the Town. For **Cooperative Procurements and Reverse Auctions ONLY**, respondent agrees to pay to IonWave Technologies, Inc. a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the bid/proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.IonWave Technologies, Inc..com](http://www.IonWaveTechnologies.com) for further information.
7. **PAPER SUBMISSIONS** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered cannot be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting minor errors in bid price after bid opening. However, a bidder may be able to withdraw a bid only if it contains a substantial mistake that would, in the sole opinion of the Town, cause a great hardship if enforced against the bidder.

11. **TAXES:** The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. **Tax shall not be included in prices offered.** A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006. In no event is it the Town's responsibility to provide a tax exempt form without a request for the same.
12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.
13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Flower Mound will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town of Flower Mound's discretion, testing may be required prior to award of bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town of Flower Mound's discretion, samples may be required prior to award of bid/proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is descriptive and not restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **BID/PROPOSAL OPENINGS:** All offers will be read aloud at the Town of Flower Mound's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive.

The Town of Flower Mound will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the Town of Flower Mound's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The Town will notify the successful respondent upon award of the contract; and, if required by State law, all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

19. **SUMMARY SHEET:** Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Bid/Proposal summary results will be available for public viewing at www.flower-mound.com and [www.IonWave Technologies, Inc.com](http://www.IonWaveTechnologies.com). Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**
20. **ANTI-COLLUSION:** In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the state laws including chapter 176 of the Local Government Code, the Town Charter, and the Town Code of Ethics regarding conflicts of interest and agrees to comply with each. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252 Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas

resident by the amount a Texas resident would be required to underbid the non-resident bidder on a bid/proposal for goods and services in the non-resident bidder's state, or the amount by which a resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which a majority of the manufacturing related to the contract will be performed.

23. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
25. **AWARD OF CONTRACT:** The Town of Flower Mound reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.

The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the Town. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
 - B. The reputation of the respondent and of the respondent's goods or services;
 - C. The quality of the respondent's goods or services;
 - D. The extent to which the goods or services meet the Town's needs;
 - E. The respondent's past relationship with the Town;
 - F. The total long-term cost to the Town to acquire the respondent's goods or services;
 - G. Any relevant criteria specifically listed herein or in the contract documents.
26. **ACCEPTANCE:** Respondent agrees that acceptance of any or all items by the Town of Flower Mound, Texas within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for the bid/proposal will be for one (1) year upon Town approval, with four (4) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
28. **FUNDING:** The Town of Flower Mound is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
29. **ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
30. **INTERLOCAL AGREEMENT:** The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.
31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in

written form by the Town of Flower Mound and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Division only.**

32. **DELIVERY PROMISE – PENALTIES:** Where indicated, respondents must provide number of calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). **Do not quote shipping dates.** When delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Flower Mound location(s).
34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the Town of Flower Mound's satisfaction.
34. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accounts payable@flower-mound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.
37. **AUDIT:** The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. **INSURANCE:** The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. **INDEMNITY:** The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
41. **PATENT RIGHTS:** Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

44. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
45. **TERMINATION FOR TOWN CONVENIENCE:** Whenever the Town, in its discretion, deems it to be in the Town's best interests, it may terminate this contract for the Town's convenience. Such termination shall be effective thirty (30) days after Town delivers written notice of such termination for convenience to the contracted vendor. Upon receipt of such notice from the Town, Vendor shall not thereafter incur, and Town shall have no liability for, any costs under this contract that are not necessary for actual performance of the contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Town shall have no liability to Vendor for lost or anticipated profit resulting therefrom.
46. **REMEDIES:** The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
47. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.
48. **DETERMINATION OF NON-RESPONSIBLE BIDDER:** The Town may disqualify a vendor as non-responsible and its bid shall not be considered for reasons including, but not limited to, the following:
 - A. Reason for believing collusion exists among vendors.
 - B. Where the vendor, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Town, or where such litigation is contemplated or imminent, in the sole opinion of the town.
 - C. The vendor being in arrears on any existing contract or having defaulted on a previous contract.
 - D. Lack of competency, in the judgment of the Town, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
 - E. Uncompleted work that, in the judgment of the Town, will prevent or hinder the prompt completion of additional work if awarded.
 - F. Where the vendor, or subcontractor thereof, in the judgment of the Town, has failed to perform in a satisfactory manner on a previous contract.
 - G. Where a vendor or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance with the Town's Code of Business Ethics.
 - H. Where a vendor, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.
49. **DETERMINATION OF NON-RESPONSIVE BID:** The Town may disqualify a bid as non-responsive and it shall not be considered for reasons including, but not limited to, the following:
 - A. The bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Town.
 - B. Bid received after the time limit for receiving bids.
 - C. Bid was not signed.
 - D. Unbalanced value of any items.
 - E. Improper or insufficient bid guaranty, if required.
 - F. Bid did not meet specifications.
 - G. Bid did not contain all requested/required documents, submittals and/or samples.

**TOWN OF FLOWER MOUND, TEXAS
CABIN HOUSEKEEPER SERVICES
Bid No: 2018-75-A**

Background Information: Twin Coves Park is located on a 243-acre site on the north shore of Grapevine Lake, 5001 Wichita Trail in Flower Mound, Texas. Twin Coves Park has 19 cabins that can be viewed on the following website link:

<http://www.flower-mound.com/1694/Cabin-Rates-and-Amenities>

PRE-BID CONFERENCE AND/SITE VISIT

A. Pre-Bid Conference - Mandatory

A pre-bid conference will be conducted on April 12, 2018 at 9:00am at the following location:

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

Attendance at the pre-bid conference is mandatory.

B. Site Visit - Mandatory

A site visit will be conducted immediately following the pre-bid conference. **A site visit is mandatory.** Vendors who plan to attend this site visit should contact Sabrina Zadow, Purchasing Manager, via email address sabrina.zadow@flower-mound.com. This will be the only opportunity to tour the site. Absolutely **NO** walk-ins will be accommodated. Site visit will begin from Town Hall at the above address. Town will provide shuttle van for attendees to attend and view each cabin for inspection. Location tour will take an estimate of 1-2 hours. **All vendors attending a site visit will be required to sign-in upon arrival. Failure to sign in will result in your bid being considered non-responsive.**

QUESTIONS DEADLINE

The Town of Flower Mound requires all questions relating to this bid directed via email to Sabrina Zadow, Purchasing Manager, at sabrina.zadow@flower-mound.com by 11:00 AM on April 17, 2018. **No questions will be answered over the phone. Questions in regards to the specifications will only be accepted until the stated deadline.**

SPECIFICATIONS FOR CABIN HOUSEKEEPER SERVICES

I. PERFORMANCE EVALUATION:

1. A monthly "walk" of all units will be conducted with the contractor and the Twin Coves Park Manager. This will be documented in writing as to the status of the performance. If the Twin Coves Park Manager deems necessary the meeting may occur monthly, weekly, or as often as determined necessary to discuss performance.
2. A meeting shall be held not later than one normal workday after a contract deficiency is noticed. Mutual effort will be made to resolve any and all problems identified.
3. Any cabin that is not cleaned to the satisfaction of Town will be required to be re-cleaned by contractor with no additional cost incurred by the Town. The cost of any cabin that needs to be re-cleaned, partially or in whole, by Town personnel due to unsatisfactory performance by contractor will be deducted at full price from the monthly invoice in which the unsatisfactory cleaning is billed.

II. SAFETY:

1. Any hazardous condition or any damage to Town property is to be immediately reported to the Twin Coves Park Manager or his/her designee.

III. LAWS AND REGULATIONS

1. Contractor shall comply with all applicable laws and regulations of federal, state, and local governments. Failure to comply with all applicable laws and regulations may result in termination of the contract.

IV. Cabin Checkout Cleaning

1. General

- a. All cabin checkout cleanings must be completed on the day of departure and between the hours of 11:30am (checkout) and 3pm (check-in). More time may be given if a specific cabin is not a "turn-around", but cleaning must still be completed on the day of check-out. Successful bidder must provide adequate staffing to insure all cabin cleanings are completed in a timely manner and on the day of departure.
- b. Cleanings are year-round and potentially 7-days a week, though seasonal demand will increase averages during certain months.

2. Specifications

- a. Check all light fixtures (interior and exterior) for burned out light bulbs and replace as needed. Replacement bulbs will be provided by Town and kept in the storage unit.
- b. Remove liners from all wastebaskets in unit(s), replace with new appropriate liners, and dispose in dumpsters/poly carts provided.
- c. Dust and wipe down all furnishings throughout unit(s).
- d. Sweep, vacuum, and mop all floors as appropriate, paying special attention to corners. Note: Disinfectant disposable pad type mops (Swiffer style) are not an acceptable alternative to mopping with sponge/string mops. Mopping should be done with a sponge/string mop using warm water and a floor disinfectant.
- e. Move furniture as needed to ensure all floor surfaces have been cleaned, paying special attention to area under beds, sofa's and kitchen islands. Return furniture to its designated position before leaving the unit(s).
- f. Clean/wipe the inside of all windows with cleaning agent specific to windows. Dust all blinds as applicable.
- g. Check Thermostat to make sure it is at an appropriate setting. The appropriate setting in warmer months will be 76 degrees in the A/C mode, and 65 degrees in heat mode in colder months.
- h. Leave all blinds in the down and closed position.
- i. Make sure the outside doors are locked when leaving.
- j. Sweep/clear walkways in front of unit.
- k. All paper products (toilet paper, paper towels, facial tissue), trash liners, toiletries (soaps, lotions, shampoos, conditioners), and linens (comforters, bed sheets, pillows, pillowcases, blankets, bedspreads, towels, washcloths, bathroom floor mats) will be provided by Town in the park storage unit.
- l. All dirty linens shall be returned to prearranged location for pick up by laundry service after each cabin cleaning. Laundry is picked-up/dropped-off on Monday and Thursday each week.
- m. Anything of value left in the room by the prior guest after check-out shall be turned in to park office by contractor before leaving Twin Coves Park.
- n. The successful bidder shall furnish all appropriate, mops, brooms, squeegees, brushes, vacuums, and any other equipment needed to complete the cleaning in a satisfactory manner. Town will provide all necessary chemicals to contractor. Chemicals will be stored on site and made available to contractor.
- o. Contractor shall report completion of unit(s) cleaned to Twin Coves Park Manager or his/her designee upon completion. Reporting shall include the total number of cabins cleaned, associated numerical number, and date of

cleaning.

3. Entry Area

- a. Door mats swept/vacuumed/hosed down as needed and porch area cleaned. Cleaning should include removing cobwebs from light fixtures and exterior ceiling fan. Porch furniture shall be arranged in a manner that shows a neat and orderly area. All dust and/or foreign items must be wiped from porch furniture surfaces.
- b. Wipe down exterior door (inside and out) with disinfectant cleaner, paying close attention to the door handle area where dirt and grime smudges appear.
- c. Wipe down door threshold.

4. Bedroom(s)

- a. Change out all used bed linens (fitted sheet, flat sheet, pillow cases, and thermal blankets) with clean linens after each stay. Comforter and decorative pillow shams shall be replaced bi-monthly. A visual inspection for cleanliness of each comforter and pillow sham shall take place during each cabin cleaning, and replaced if needed.
- b. Report any issues with laundry services, including linen cleanliness and available stock to the Twin Coves Park Manager, or his/her designee.
- c. Place new linens for sofa bed (pillows, sheets and blankets) on top shelf in master bedroom closet.
- d. Visually inspect mattress and pillow covers during each cleaning and replace if needed.
- e. Re-make the bed evenly, everything tucked and tight, pillows fluffed and in place against the headboard.
- f. Wipe bedside table(s) and nook surface with disinfectant cleaner.
- g. Wipe around the interior air conditioning unit with disinfectant cleaner.
- h. Sweep/vacuum and mop floors, including under bed and inside closets.
- i. Clean window seals.
- j. Wipe down and return air conditioning remote to designated location (on bedside table).
- k. Clean TV screen and remote. Return remote to designated location (on bedside table).
- l. Vacuum loft carpet and stairs.
- m. Wipe down railings and bedside tables in loft
- n. Inventory all bedroom items (comforters, thermal blankets, sheets and pillows). Immediately notify Park Manager or his/her designee of any missing items.

5. Bathroom(s)

- a. Sweep/vacuum, and mop bathroom floor, paying close attention to the area around and behind the base of the toilet.
- b. Clean showers, bathroom sinks, fixtures, mirrors, and bath counters with disinfectant cleaner. Remove all visible signs of hair, soap build-up and foreign particles from shower drain/floor, shower walls, and sink area.
- c. Clean and/or wipe down shower curtains/liners/doors with disinfectant cleaner.
- d. Clean toilet bowl, toilet seats, and area around toilet base with disinfectant cleaner. Remove all visible signs of hair and foreign particles from toilet bowl, toilet seat and area around toilet.
- e. Replace bath mat with a clean one.
- f. Clean window seal.
- g. Clean interior/exterior of cabinets.
- h. Change out all bath linens with clean linens. Town will provide the number of towels needed in each cabin.
- i. Restock body soaps, shampoo, conditioner, hand and body lotion, facial tissue and toilet paper rolls.
- j. Inventory all bathroom items (towels, hand towels, washcloths and bath mat). Immediately notify Park Manager or his/her designee of any missing items.

6. Kitchen

- a. Guests are asked to place all dirty dishes, cups, pots/pans and utensils into the dishwasher and run one cycle prior to checkout. Place clean dishes, cups, pots/pan and utensils from the dishwasher into proper location in drawers and cabinets. Dishwashers are compact and limited on space. Place any additional dirty dishes, cups, pots/pans and utensils in dishwasher and run a cycle with detergent provided.
- b. Refill or replace soap dispenser(s) as needed. Town will provide soap and dispensers.
- c. Clean sink and fixtures with disinfectant cleaner.
- d. Thoroughly clean drains and drain stops, removing all signs of food particles.
- e. Empty coffee maker. Clean coffee pot, filter holder and in and around the surface area of coffee maker. Pay close attention to cleaning the filter area as excess coffee grounds and drip stains build-up and form.
- f. Clean counter tops with disinfectant cleaner.
- g. Clean toaster and can-opener with disinfectant cleaner.
- h. Clean interior and exterior of microwave with disinfectant cleaner.
- i. Clean interior and exterior of stove/oven, and stove-top in

ADA units (#3 &13). Town will provide cleaner specific to cleaning stove-tops.

- j. Clean stove-top in all other units. Town will provide cleaner specific to cleaning stove-top.
- k. Clean interior and exterior of refrigerator and freezer. Remove and throw out any items left in the refrigerator/freezer.
- l. Check all cabinets in the kitchen area for items of non-value left that do not belong and dispose of those items.
- m. Wipe down interior and exterior of cabinets.
- n. Replace paper towel roll as needed.

7. Living Room

- a. Vacuum exterior of furnishings such as sofa/loveseats cushions, etc.
- b. Sweep/vacuum and mop living room floor, paying close attention to area under sofa and coffee table.
- c. Pull out sleeper sofa bed and vacuum on, in and around mattress.
- d. Clean window seals.
- e. Clean TV screen and remote. Return remote to its designated location on entertainment center.
- f. Clean and return air conditioning remote to its designated location on entertainment center.
- g. Clean on and around interior air conditioning unit with disinfectant cleaner.
- h. Clean coffee tables with disinfectant cleaner.
- i. Clean dining table and chairs with disinfectant cleaner.
- j. Clean entertainment hutch with disinfectant cleaner.
- k. Clean islands and bar stools with disinfectant cleaner, paying close attention to the area under the island.

8. Excessive Cleaning Issues/Damage Reporting

- a. If the cabin requires excessive cleaning due to guest disregard for signed policy and procedures it should be reported to the Twin Coves Park Manager or his/her designee. Damage to walls, cabinets, counter tops, furniture and/or other items provided by Town shall also be reported to management.

V. Biweekly

- 1. Dust ceiling fans to include fans inside and outside (porch area) of unit.

VI. Monthly Cleaning

- 1. Inventory all supplies (i.e. kitchen furnishings, bathroom furnishings, bedroom furnishings, living room furnishings,

television/DVD systems). Report any/all items missing to the Twin Coves Park Manager immediately.

VII. Quarterly Cleaning (includes all cabins, not select number)

1. Perform "Deep Cleaning" of unit including floors, ceilings, and kitchen furnishings, under bed, couch, island and porch areas. .
2. Sanitize outside/patio furniture.
3. Check and replace as needed shower curtains in cabins #3 and #13 (ADA units). Shower curtains will be provided by Town.
4. Clean exterior windows with cleaner designated for windows.
5. Change mattress and pillow case covers.

**Town of Flower Mound
Twin Coves Park Housekeeping Services
Price Quote Sheet 2018-75-A**

Total Cabins: 19

Tumbleweed-Loft Unit (Cabins 2, 7, 8, 10, 11, 14, 16, 18):

- Approx. 390 square feet
- Maximum of 6 occupants
- Living Area: includes full size fold-out sleeper sofa (queen), coffee table, wall-mounted TV, and entertainment center.
- Kitchen: includes island, three (3) bar stools, sink, stovetop, full size refrigerator, dishwasher, and stainless steel convection microwave oven.
- Master Bedroom: includes two (2) closet areas, queen size bed, two (2) side tables and wall mounted TV.
- Bathroom: includes sink, toilet and step-in shower with sliding door.
- Loft bedroom: includes queen size bed and two (2) side tables
- Stairs

Note. Floor material on main floor is vinyl throughout. Upstairs (loft) floor and stair material is carpet. Kitchen sink is stainless steel; counters in kitchen, bathroom and bedrooms are Formica® laminate; kitchen and bathroom backsplash are slate.

Hill Country-Bunk Bed Unit (Cabins 1, 4, 6, 9, 12, 15, 17, 19):

- Approx. 371 square feet
- Maximum of 5 occupants
- Living Area: includes love seat fold-out sleeper sofa (twin), coffee table, wall-mounted TV and entertainment center.
- Kitchen: includes island, kitchen table with two (2) chairs, three (3) bar stools, sink, stovetop, full size refrigerator, dishwasher, and stainless steel convection microwave oven.
- Master Bedroom: includes two (2) closet areas, queen size bed, two (2) side tables and TV.
- Bathroom: includes sink, toilet and step-in shower with sliding door.
- Pass through hallway includes bunk bed bump-out.

Note. Floor material is vinyl throughout. Kitchen sink is stainless steel; counters in kitchen, bathroom and bedrooms are Formica® laminate; kitchen and bathroom backsplash are slate.

Stillwater (Cabin 5)

- Approx. 365 square feet
- Maximum of 3 occupants
- Living Area: includes love seat fold-out sleeper sofa (twin), coffee table, wall-mounted TV, and entertainment center.
- Kitchen: includes kitchen table with two (2) chairs, two (2) bar stools, farm sink, stovetop, full size stainless steel refrigerator, stainless steel dishwasher, and stainless steel convection microwave oven.
- Master Bedroom: includes two (2) closet areas, queen size bed, two (2) side tables and TV.
- Bathroom: includes sink, toilet and step-in shower with sliding door.

Note. Floor material is vinyl throughout. Kitchen sink is fiberglass; counters in kitchen, bathroom and bedrooms are Formica® laminate; kitchen and bathroom backsplash are subway tile.

Honey Suckle (Cabins 3 & 13. ADA Unit)

- Approx. 395 square feet
- Maximum of 3 occupants
- Living Area: includes love seat fold-out sleeper sofa (twin), coffee table, wall-mounted TV, and sofa table.
- Kitchen: includes full size stainless steel sink, stove top with oven, full size refrigerator, dishwasher, and stainless steel convection microwave oven.
- Master Bedroom: includes queen size bed, wall table, stand-up closet, two (2) bed side tables and wall mounted TV.
- Bathroom: includes sink, toilet and ADA walk-in shower.

**Town of Flower Mound
Twin Coves Park Housekeeping Services
Price Quote Sheet 2018-75-A**

Price per cabin: \$ _____

Price per cabin with multi-cabin cleaning discount: \$ _____ 2 -5 Cabins

\$ _____ 6-10 Cabins

\$ _____ 11-15 Cabins

\$ _____ 16-19 Cabins

Additional Fees Total: \$ _____

Please explain and itemize additional fees:

**TOWN OF FLOWER MOUND
CABIN HOUSEKEEPER SERVICES
Bid No: 2018-75-A**

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Note: Demonstrate a minimum of three years of experience. Please list at least three references who we can contact to obtain information about your services.

TOTAL NUMBER OF EMPLOYEES: _____

SERVICES PROVIDED: _____

CLIENT: _____

POINT OF CONTACT: _____ PHONE: _____

DESCRIPTION: _____

CHALLENGES/ADDITIONAL INFO:

SERVICES PROVIDED: _____

CLIENT: _____

POINT OF CONTACT: _____ PHONE: _____

DESCRIPTION: _____

CHALLENGES/ADDITIONAL INFO:

SERVICES PROVIDED: _____

CLIENT: _____

POINT OF CONTACT: _____ PHONE: _____

DESCRIPTION: _____

CHALLENGES/ADDITIONAL INFO:

EXHIBIT A

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES

Services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LYONS INSURANCE PO Box 740683 Dallas, TX 75374-0683	CONTACT NAME: PHONE (A/C, No, Ext): (214)363-0075 FAX (A/C, No): (214)363-0077 E-MAIL: lyonsinsurance@liatexas.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED FESTAC BUILDING CONSTRUCTORS, INC. 2828 FOREST LANE DALLAS, TX 75234	INSURER A: Evanston Insurance INSURER B: Evanston Insurance INSURER C: Service Lloyds Insurance INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		3AA163977	3/2/2018	3/2/2019	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		EZXS1017690	3/2/2018	3/2/2019	EACH OCCURRENCE \$ 1,000,000
		AGGREGATE \$ 1,000,000				
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC0096787-2018A	3/7/2018	3/7/2019	PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

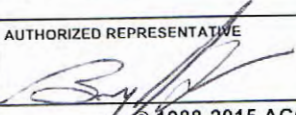
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 

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POLICY NUMBER: 3AA163977

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Town of Flower Mound 2121 Cross Timbers Flower Mound, TX 75028	All locations on file with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 3AA163977

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:	Town of Flower Mound 2121 Cross Timbers Flower Mound, TX 75028
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products- completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 B

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization:
Texas Operations

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2 Operations:

3. Premium:

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

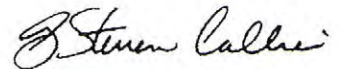
Endorsement Effective 3/29/2018 12:01 AM
Insured Festac Building Constructors

Policy No. WC0096787-2018A

Endorsement No. 2

Insurance Company
Service Lloyds Insurance Company

Countersigned by



Attn: Sabrina R Zadow

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 05/02/2018
PRODUCER YOUNG INSURANCE AGENCY P.O. BOX 381420 DUNCANVILLE, TX 75138	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED ISAAC PRINCE FESTAC 2828 FOREST LANE #1011 DALLAS, TEXAS 75234	INSURER A: KEMPER SPECIALTY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC				
X	AUTOMOBILE LIABILITY	4426261	5/01/2018	5/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	X HIRED AUTOS				
	X NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTHER ☐
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The certificate holder shown below is listed as an Additional Insured on the policy shown above.

CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: A CANCELLATIONTOWN OF FLOWER MOUND
2121 CROSS TIMBERS RD.
FLOWER MOUND, TX 75028

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: May 21, 2018

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of an agreement renewal with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: We propose Flower Mound should renew the agreement with All Cities Management Services (ACMS) to facilitate the continued operations of the school crossing guard program because ACMS fulfilled their contractual obligations and the goal of reducing police officer coverage in crosswalks was successful.

As illustrated below, the projected annual expenditure of the crossing guard program is based on 67 sites and covers a 175-day school calendar. As with the current contract, this service will remain being covered through the 51 established positions. The newly proposed contract price is based on a 4% increase to the previous year's contracted price. This rate increase is to cover a 3% wage increase for returning crossing guards and supervisors, as well as the associated overhead cost increase in employer payroll taxes, workers compensation, and payroll processing fees. The previous contracted hourly rate was \$20.37, and the new rate with a 4% increase would be \$21.18. Based on the previous year expenditures, along with the 4% increase, the projected end of year fiscal cost is estimated to be \$561,535.

Sites	Hrs. per day	Hrs. /day	Days/yr.	Hourly Billing Rate	Totals:
57	2.0	114	175	\$21.18	\$422,541.00
7	4.5	31.5	175	\$21.18	\$116,754.75
2	1.0	2	175	\$21.18	\$7,413.00
1	4.0	4	175	\$21.18	\$14,826.00
Total Projected Hours:			26,512.5	Total Annual Projected Cost: \$561,534.75	

FISCAL IMPACT: For this fiscal year we would contractually pay ACMS for 175 school days (July 1, 2018, thru June 30, 2019) at a rate of \$21.18 per hour / per guard. The sum of the projected cost is based on the 26,512.50 hours of service they will provide to cover the 67 site locations and will not exceed \$561,535.00.

Proposed Expenditure:	Account Number(s):
\$561,535.00	100-640-43500-5110

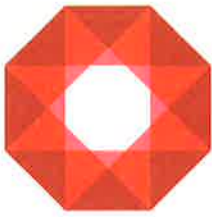
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

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

ATTACHMENTS:

1. All City Management Services Amendment to Agreement
2. Client Worksheet 2018 - 2019

DRAFT MOTION: Move to approve an agreement renewal with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.



ALL CITY MANAGEMENT SERVICES

Amendment to Agreement between All City Management Services, Inc. and the Town of Flower Mound for providing School Crossing Guard Services

The **Town of Flower Mound** hereinafter referred to as the "Town", and **All City Management Services, Inc.**, located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement entered into on August 28, 2017 as follows:

The Town and the Contractor agree to extend the term of this Agreement for the 2018 - 2019 fiscal year beginning July 1, 2018 thru June 30, 2019.

The Town agrees to pay Contractor for services rendered pursuant to the Agreement the sum of Twenty-One Dollars and Eighteen Cents (\$21.18) per hour of guard service provided. It is understood that the cost of providing Twenty-Six Thousand, Five Hundred and Twelve and a Half (26,512.50) hours of service shall not exceed Five Hundred Sixty-One Thousand, Five Hundred and Thirty-Five Dollars (\$561,535.00).

Except as provided above, all other terms and conditions of the original Agreement and Amendments thereto between the Town and the Contractor remain in effect.

Town of Flower Mound

By _____
Signature

Thomas E. Hayden, Mayor

Date _____

All City Management Services, Inc.

By 
Demetra Farwell, Corporate Secretary

Date May 8, 2018

All City Management Services Inc.**Client Worksheet 2018 - 2019****Department: 301001 / 301002 / 301004****Billing Rate for 2018/2019: \$21.18**

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

KEY:**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		114		175		\$21.18	=	\$422,541.00
57	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		31.5		175		\$21.18	=	\$116,754.75
7	Sites at 4.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		2		175		\$21.18	=	\$7,413.00
2	Sites at 1.0 hr per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

		4		175		\$21.18	=	\$14,826.00
1	Site at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS**26512.5****TOTAL ANNUAL PROJECTED COST****\$561,534.75**



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: May 21, 2018

FROM: Andy Kancel, Chief of Police *AK*

ITEM: **Consider approval of an agreement with Public Safety Priority Dispatch System for an emergency medical and police incident call response system, and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Public Safety Priority Dispatch System software has been utilized for providing a more effective response to emergency medical calls. The current software is a version that is no longer supported. The Flower Mound Police Department is dedicated to maintaining and enhancing our ability to provide the most effective emergency services to the community. This agreement with Public Safety Priority Dispatch System will provide software that will enhance our emergency medical response to calls in the communications center, and also promote a more efficient interaction between our communications officers and citizens who need emergency services help. Additionally, the system allows the department to review calls for service through a function called ProQA. This function provides a key training component regarding the training and development of communications officers, positively impacting the training of new communications officers and increasing employee retention in this difficult to staff area.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$72,455.00 (FY 18-19 approved decision package)

Proposed Expenditure:	Account Number(s):
\$72,455.00	318-560-43500-6090

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

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

ATTACHMENTS:

1. Software License Agreement
2. Quote
3. Sole Source Justification

DRAFT MOTION: Move to approve an agreement with Public Safety Priority Dispatch System an emergency medical and police incident call response system, and authorize the Mayor to execute same on behalf of the Town.

PUBLIC SAFETY PRIORITY DISPATCH SYSTEM (“PDS”)

Client License and Service Agreement for Priority Dispatch Systems

Welcome to Priority Dispatch! This PDS Card and Software License and Service Agreement (the “Agreement”) details provisions agreed-upon for licensed client use of the specified Licensed Product(s) between Medical Priority Consultants, Inc. (“MPC”), d.b.a. Priority Dispatch Corp. (“PDC”), as Licensor, and you, the specified Client, as Licensee. Integral to this Agreement are its Basic and Extended Service Plans (all together, the “CLA/BSP”). The Licensed Product(s) are as specified in Client’s License Fee Invoice from PDC and elsewhere in the documentation of the CLA/BSP. In order for you to use the Licensed Product(s), and to receive product service and customer support (“S&S”) thereon, it is necessary for you to enter into this Agreement and to register with PDC using the Client Registration Form at the end of this Agreement. Thank you for purchasing this user’s license, and for taking time to read the Agreement and register. Please contact your Client Representative at PDC for additional information and for any help required with your implementation and use of the Licensed Product(s), service and support.

Electronic-Acceptance Software License & Service Agreement

BEFORE PROCEEDING TO INSTALL THE SOFTWARE PROVIDED WITH (AND WHICH IS SUBJECT TO) THIS AGREEMENT, PLEASE CAREFULLY READ THE ACCOMPANYING TERMS AND CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT

INSTALLING OR USING ANY OF THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF, FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents that s/he is duly authorized to do so for and on behalf of the Client, and that the Client understands and agrees to be bound by the terms and conditions of this Agreement.

Terms and Conditions of Agreement

1. Software means the Priority Dispatch System (“PDS”) software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. **Documentation** means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to “Software” shall also apply to the PDS and to the Documentation, which together comprise the **Licensed Product**. Except as provided below, in the section entitled “Limited Software Warranty,” any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software and any and all copies thereof and derivatives therefrom are owned by PDC. You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the

Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled “Termination”).

3. Stations, Licensed Stations, Number of Licensed Stations. “Stations” are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and control. “Licensed Stations” are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The “Number of Licensed Stations” is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. “Training Stations” are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. “Backup Stations” are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and cannot run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to you a nonexclusive, non-transferable limited license (the “License”) to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC’s express, prior written permission, you may not: (a) *decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Basic Service Plan. This Agreement includes and incorporates the accompanying Basic Service Plan (“BSP”). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC’s then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current “Extended Maintenance Fee” for the Extended Service Plan (“ESP”). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC’s obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person’s title and e.mail address. Failure on your part to so register not only affects the availability of services under the BSP, but also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your

Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled ~~Use of Software; Updates,~~ below.

9. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased (~~grossed up~~) so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, ~~Updates~~ in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, BSP Section titled ~~Unsafe Practices~~). Updates to the Software received by you from PDC shall be covered as ~~Software~~ under this Agreement, as provided above, in the section of this Agreement entitled ~~Software.~~ An exception to this general rule is provided immediately below with respect to refunds, in the section entitled ~~Limited Software Warranty.~~

11. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software ~~as-is.~~ If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

12. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. See also, BSP section titled ~~Unsafe Practices.~~

13. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED ~~AS IS~~ WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

14. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE

SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS.

15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING ~~“RESPONSIBILITY,”~~ AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Termination. Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

18. Disputes. This Agreement shall be governed in all respects by the laws of the United States and of the State of Utah. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.

19. Export Controls. You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

20. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

21. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

22. Government End Users. A “U.S. Government End User” shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a ~~“commercial item,”~~ as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of ~~“commercial computer software”~~ and ~~“commercial computer software documentation,”~~ as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

23. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

24. Entire Agreement. This Agreement, including the Basic and Extended Service Plan on the following pages: *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) may only be amended, cancelled or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and

promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective.

25. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

26. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party must be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Client Service & Product Support for Registered, Licensed Software Users

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

1. Basic Service Plan/Extended Service Plan.

- a. BSP: Basic Product Service and Client Support (~~–S&S~~) are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled ~~–Basic Service Plan~~.
- b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
- c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.
- e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled ~~–Updates & New Versions~~).

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch (~~–INAED~~); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at http://www.prioritydispatch.net/support/int_notification.php. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. **Updates** (see also, defined term ~~–Update~~ in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software Notification registration and BSP/ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled ~~–Use and Protection of the Licensed Product(s) and PDS~~.
- b. **New Versions** (see also, defined term ~~–Version~~ in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software (~~–New Version~~). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is

licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the INAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

5. Expert System Disclosure. This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of ~~overriding~~ a system-recommended choice for enhanced patient safety and that they will choose the ~~most appropriate~~ telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to ~~reconfigure~~ response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these ~~special choice~~ situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-I/NAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the I/NAED (see sections titled ~~Changing the PDS~~ and ~~Accepted Process for PDS Modification~~ in this BSP). Implementation of Updates, as provided in the section of this BSP titled ~~Updates & New Versions~~, qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank ~~Response~~ section (bottom right) of all protocols. The responses to be inserted in said ~~Response~~ section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled ~~Accepted Process for PDS Modification~~. This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it ~~as is~~ at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:

- i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the ~~front line~~ level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally ~~dispatch literate~~. The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.
- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S)**: One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
- iii. **CERTIFICATION**: It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION ("CDE")**: All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE**: It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy's Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED's compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.
- vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

10. Accepted Process for PDS Modification. In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: ~~To~~ conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled ~~Research Data Sharing~~ in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) — i.e., a use not specifically authorized in this written Agreement — must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a ~~no-send~~ or ~~referral~~ option is not authorized by this License. Such practices may only be authorized under a special ~~Omega~~ Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

12. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is

a part. As provided above, in the section of this BSP titled “Customization of Responses,” however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses ~~attached~~ in parallel to these codes.

13. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC’s Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled ~~Basic Service Plan/Extended Service Plan~~ and ~~Updates & New versions~~ of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC’s professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC’s then-current fee schedule for such licensed client services.

15. Appendix. The following Appendix, entitled “A More Detailed Definition of Certain Key Terms Used in This Agreement,” is made part of this BSP for additional information and clarification:

A More Detailed Definition of Certain Key Terms Used in This Agreement

“Academies” and/or “Academy” and/or “I/NAED”

The National Academies of Emergency Dispatch (~~NAED~~). Also known as the International Academies of Emergency Dispatch (~~IAED~~).

“Agreement,” “Client License Agreement,” “CLA”

The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

“BSP” The Basic Service Plan:

This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled “Basic Service Plan,” the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

“Cards”

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder’s Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term ~~Cards~~, but is further subject to the specific use limitations imposed therein. The defined term ~~Cards~~ shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

~~certification~~” and ~~recertification~~”

When used in this agreement, certification and recertification mean specifically by the I/NAED.

“Client,” “Agency,” “Licensee” and “You” or “you”

The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

“ED”, Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters ~~P~~, ~~F~~ and/or ~~M~~, respectively; as in ~~EPD~~, ~~EFD~~ and/or ~~EMD~~, respectively.

“ESP” The Extended Service Plan:

A BSP that has been extended pursuant to that part of the Agreement entitled ~~Extended Service Plan~~ becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

“PDS”, Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters ~~P~~, ~~F~~ and/or ~~M~~, respectively; as in ~~PPDS~~, ~~FPDS~~ and/or ~~MPDS~~, respectively.

"Release"

A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

"Service" and/or "Support" and/or "S&S"

Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.

"Software"

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term –Software," but is further subject to the specific use limitations imposed therein. The defined term –Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Update"

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would be an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

[Please complete and return the Registration Form on the next page]



Priority Dispatch System™

CLIENT REGISTRATION FORM

Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.

Agency Name: Town of Flower Mound

Contact Person: Nancy Maxson, Communications Manager

Name of Center where Licensed Product is used: Flower Mound Police Department

Address where Licensed Product is used: 4150 Kirkpatrick Lane

City: Flower Mound State/Province: Texas

Zip: 75028 Country: United States of America

Signed by: _____ Date: May 21, 2018
Tom Hayden, Mayor of the Town of Flower Mound

Please provide the following data about your geographic area and Emergency Dispatch Center:

1. Geographic area (city, county, etc.): Flower Mound, Denton County, Texas
2. Base population within geographic area: 72,000
3. Number of Emergency Dispatch call taking stations in center: Four
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: 15

For Office Use Only

License Number: _____

License Date: _____

Initial License Fee: _____

Version Number: _____

PDS Edition: _____

Number of Licensed Stations: _____
(Active _____ Supervisory/Standby _____)



QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Chris Murdock
Phone: (800) 363-9127
Email: chris.murdock@prioritydispatch.net

Agency: Flower Mound Police Department
Agency ID#: 1087
Quote #: Q-00808
Date: 5/7/2018
Offer Valid Through: 7/31/2018
Payment Terms: Net 30
Currency: USD

Bill To:
Flower Mound Police Department
4150 Kirkpatrick Lane
Flower Mound, Texas 75028
United States

Ship To:
Flower Mound Police Department
4150 Kirkpatrick Lane
Flower Mound, Texas 75028
United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA Police Software Licenses Automated calltaking software	4	3,750.00	15,000.00
2	AQUA Case Review Software for EPD Quality Assurance (case review) software base engine and discipline module	1	1,500.00	1,500.00
3	PPDS Backup Cardset License Licensed manual protocol set for backup	4	495.00	1,980.00
4	PPDS Quality Assurance Guide Quality Assurance Guide for training and case review only	1	45.00	45.00
5	Protocol Training and Certification for EPD (Host) Materials, tuition and certification	7	340.00	2,380.00
6	ProQA Software Training for EPD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	2	2,000.00	4,000.00
7	Mobile Software Training Lab (Daily Rate) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLERATOR software programs (short-term use)	3	1,500.00	4,500.00
8	AQUA Software Training 8-hour course	1	2,000.00	2,000.00
9	ProQA and AQUA Reports Training Training (4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions	1	2,000.00	2,000.00
10	Implementation Support Package for EPD Implementation support and quality management program development	1	30,000.00	30,000.00
11	IAED Accreditation Application Fee EPD IAED fee for accreditation	1	2,250.00	2,250.00
12	Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support	1	1,200.00	4,800.00
13	System Administration Training On-site training (6 hours) for center management detailing program configuration and customization options	1	2,000.00	2,000.00

"To lead the creation of meaningful change in public safety and health."



QUOTE

Line	Product Name	Qty	Unit Price	Amount
14		1	0.00	0.00

Subtotal	USD 72,455.00
Estimated Tax	
Total	USD 72,455.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>

"To lead the creation of meaningful change in public safety and health."



SOURCING JUSTIFICATION FORM

FOR SPECIAL SOURCING REQUESTS GREATER THAN \$3,000

Requests for special sourcing must be justified in writing by the requestor and approved by the appropriate authorities. Every effort should be made to avoid special sourcing purchases as they limit competition and place the Town at risk of paying a premium for a product or service. To submit a request for a sole source or emergency purchase, please check the appropriate category and circumstance boxes below, complete the Sourcing Request Documentation Form, and forward all pages (including attachments) to the Purchasing Department for approval. Purchasing will request additional information if required.

☒ **SOLE SOURCE**

A sole source purchase is applicable **when the product or service required can only be obtained from one supplier** and there is adequate justification that no other product or service exists that will meet the Town needs. Allowable circumstances are limited by law to:

- ☒ Patents, copyrights, secret processes, or natural monopolies
- ☐ Films, manuscripts, or books
- ☐ Gas, water, and other utility services
- ☐ Captive replacement parts or components for equipment

☐ **EMERGENCY PURCHASE**

An emergency purchase may be made in extraordinary circumstances where a delay in the purchase until after a competitive bid process and Board action would have severe operational or cost impacts to the Town or cause harm to the public. **Lack of planning is not an allowable circumstance.** Allowable circumstances are limited to:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to preserve Town property
- ☐ A procurement necessary to preserve or protect the public health or safety
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment or other property

SOURCING REQUEST DOCUMENTATIONRequesting Department: Police CommunicationsRequest Submitted By: Communications Manager Nancy MaxsonRequested Supplier: Priority DispatchProduct or Service: Public Safety Priority Police Dispatch System

Requisition # _____

Is this a one-time or a recurring requirement? ☒ One-Time ☐ Recurring**To Be Completed by the Requesting Department:**

1. FOR SOLE SOURCE REQUESTS: The scope of work or specifications for the requested product(s) or service(s) must be attached.

☐ Scope of Work Attached (for services) ☒ Specifications Attached (for products)

a. Who was the source of the scope of work or specifications? Chris Murdock with Priority Dispatch and Communications Supervisor Ben Sasser

b. Attach the supplier's proposal, including detailed/itemized pricing.

2. FOR SOLE SOURCE REQUESTS: To the best of your knowledge, is the above referenced supplier the **only** provider of this product or service?

Yes, Priority Dispatch is the only provider of the Emergency Police Dispatch (EPD) software with the exact functions we are requesting.

3. FOR SOLE SOURCE REQUESTS: Have other product or service options been explored? If yes, explain in detail.

Yes, PowerPhone was contacted in reference to the Computer Aided Call Handling (CACH) program they offer. With the CACH program, the agency would use the Protocol User Tool to create the appropriate protocols for the agency's needs. This program would allow the call taker to deviate from the developed questions the agency has implemented and deviating from these questions would create inconsistencies from call taker to call taker. This could open opportunities for call takers and supervisor to stray from our policies and procedures, making the department liable. Furthermore, the CACH program does not require users to receive and maintain a certification through PowerPhone to utilize their program. Requiring a certification forces the supervisors to perform Quality Assurance for compliance which is highly recommended.

4. FOR SOLE SOURCE REQUESTS: What are the characteristics of this product or service that makes it unique and why are these characteristics vital to Town operations? What market research was performed by your department to arrive at the recommended supplier?

Priority Dispatch's Emergency Police Dispatch (EPD) program is unique because it has 40 different protocols previously generated along with case entry/exit cards. Having set protocols will allow the call taker to feel more at ease, in addition to giving them confidence

to handle emergency phone calls. EPD is designed with the ability to collect detailed descriptions of suspects, vehicles, weapons, victims and witnesses. Once the information has been gathered from the caller, EPD will alert the call taker of specific instructions to give to the caller if they are in imminent danger. These benefits could be overlooked in the CACH program because it requires the agency to create their own protocols. The EPD program is very similar to the Emergency Medical Dispatch Pro-QA (EMD) program from Priority Dispatch which our Communications Center has utilized for roughly 15 years. The EMD program; Pro-QA is currently used by every agency in Denton County and the call takers are trained and certified at the Denco 911 training center. Even though EPD and EMD are two different programs offered by the same company, the call takers are very familiar with how to maneuver through the program and its functions. In addition, the Fire Department is also discussing the possibility of utilizing Priority Dispatch's Emergency Fire Dispatch (EFD) program in the near future.

The EPD program is vital to Town operations, because it provides constant flow of on-scene information to the responding units and helps ensure that each caller receives comparable levels of service regardless of what they are reporting. Also, there is a reduction in liability because the call takers work from a recognized standard of best practices, certified call takers along with a Quality Assurance (QA) program. Priority Dispatch requires all users to receive and maintain certification to utilize their EMD protocols.

The market research was completed by a live demo provided by Priority Dispatch at the Police Department. Present in the demo was a Trainee who was struggling in the call taker phase, three Communications Supervisors, Communications Manager, Support Service Director, a Patrol Lieutenant and Police Assistant Chief. Each person was given the opportunity to ask question about how the program would assist them best, and they were given the opportunity use the program in live mode with mock phone calls. In addition to the live demo, a questioner email was sent to 18 different agencies throughout the US who are currently using the EPD program. The department received 8 responses with all but 1 praising and recommending the program.

5. **FOR SOLE SOURCE REQUESTS:** How would job accomplishment and/or cost to the Town be impacted if another supplier's product or service with similar capabilities was substituted?

The Priority Dispatch EPD program we are requesting to purchase is compatible with the current RMS Computed Aided Dispatching (CAD) software we are utilizing. Therefore, the Town of Flower Mound would save cost on interfacing alone. The product offered by PowerPhone is not compatible and there would be additional cost incurred for set up and installation.

6. **FOR EMERGENCY PURCHASE REQUESTS:** Fully describe the emergency circumstances and the immediate risk that justifies exemption to a competitive solicitation process.
7. **FOR EMERGENCY PURCHASE REQUESTS:** How would job accomplishment be impacted if the competitive bid procurement process was followed?

Approved:

Department Head

Date

To Be Completed by Purchasing Department:

Sourcing research performed by:

Name

Purchasing Manager position regarding this request:



Concurs



Rejects

Justification for position (include attachments if applicable).

Check if attachment(s) added ☐



MEMORANDUM OF SOLE SOURCE

Emergency Medical, Police, and Fire Priority Dispatch Systems

10 July 2017

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.0, Police Priority Dispatch System version 6.0, and Fire Priority Dispatch System version 6.1
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.0 OMEGA
- 7) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6th Edition
- 8) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 9) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 10) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 11) Only contracted National Q comprehensive quality assurance program
- 12) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 13) Only Priority Dispatch CD-ROM-based continuing education (CDE) program provider
- 14) Only contracted provider of IAED-approved Priority Dispatch standards and versions update materials
- 15) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)

Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Cawson, M.D.
CEO & Medical Director
Director, Division of Research & Standards

Cc: Office of the President
Contracts Division
Director of Sales and Service
Director of Consulting
Director of Technical Support
Director of Software Development Group
Director of International Services
Manager of Research
Manager of Standards and Translation
Manager of Quality Assurance





TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: May 21, 2018

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: Consider approval of an ordinance amending Chapters 2, 14, and 58 of the Code of Ordinances of the Town of Flower Mound relating to Americans with Disability Act (ADA) language in the respective chapters in accordance with the recommendations of the Town's ADA Transition Plan.

BACKGROUND INFORMATION: In the Town's Americans with Disability Act (ADA) Self-Evaluation and Transition Plan (Transition Plan) document from November of 2015, one of the items that resulted from that document was a review of the Town's Code of Ordinances. This was done to ensure there is no discriminatory language and to ensure there are no ordinances that could be interpreted to be discriminatory. This update to the Code of Ordinances covers Chapter 2, Article X – Fair Housing, Chapter 14 – Buildings and Building Regulations and Chapter 58 – Streets, Sidewalks and Other Public Places.

In general, there were not any major findings with the existing ordinances. However, Chapter 2 does cover boards and commissions which does not indicate the responsibility of the Town to make reasonable accommodations for board members who are disabled. This is proposed to be accomplished by adding a new section (2-91) in Article III titled "Reasonable Accommodations" that will indicate that the Town shall make reasonable accommodations to ensure that any individual with a disability will have equal opportunity to participate on a Board, Commission or Committee.

Also in Chapter 2 in Section 604, of Article X – Discrimination Prohibited it does not specifically refer to the requirements for accessible design or disability discrimination. The new language for this portion of Chapter 2 would be a new subsection (d) under Section 604 that would simply read that "It is unlawful for any person or entity to build multi-family projects that do not comply with the accessible design, and other standards and guidelines promulgated under the Fair Housing Act."

The provision called out by the Transition Plan regarding Chapter 14, Article II, Section 14-32 subsection (kkk) was identified in the Plan as needing to be revised because neither the State of Texas nor the State approved Registered Accessibility Specialist (RAS) are authorized to "approve" International Building Code (IBC) or American National Standards Institute (ANSI) requirements. The new exception for this subsection, is proposed to read "Exception: Projects approved through the Texas Architectural Barriers Division or the Texas Department of Licensing and Regulations process, either directly by the state or one of their authorized 'Registered Accessibility Specialists' shall be deemed to be in compliance with the requirements of this Chapter." Since the time of the adoption of the ADA Transition Plan this subsection has changed from Section 14-32 (kkk) to Section 14-32 (mmm).

For Chapter 58 – Streets, Sidewalks, and Other Public Places, the Transition Plan recommendations are to bring this chapter into compliance with the following changes. The changes are needed to address homeowners who repair or reconstruct defective, unsafe or hazardous sidewalks and to ensure that they are built to the most recent ADA standards. This chapter is being amended to add language that there is a requirement for providing an alternative accessible route during construction. The remaining changes in Chapter 58 deal with the condition, slope, ponding of water or displacement of the sidewalk. These changes will bring this portion of the code into compliance with the ADA.

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

ATTACHMENTS:

1. Draft Ordinance
2. Excerpt from the 2015 ADA Transition Plan

DRAFT MOTION: Move to approve an ordinance amending Chapters 2, 14, and 58 of the Code of Ordinances of the Town of Flower Mound relating to Americans with Disability Act (ADA) language in the respective chapters in accordance with the recommendations of the Town's ADA Transition Plan.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING DIVISION I, "GENERALLY" OF ARTICLE III, "BOARDS, COMMITTEES, COMMISSIONS, OF CHAPTER 2, "ADMINISTRATION" OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS BY ADDING SECTION 2-91 "REASONABLE ACCOMMODATIONS" REQUIRING THE TOWN TO PROVIDE CERTAIN REASONABLE ACCOMMODATIONS; AMENDING SECTION 2-604 "DISCRIMINATION PROHIBITED" OF CHAPTER 2, "ADMINISTRATION," ARTICLE X, "FAIR HOUSING," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS TO REQUIRE MULTI-FAMILY PROJECTS BE CONSTRUCTED IN ACCORDANCE WITH FAIR HOUSING GUIDELINES; AMENDING SUBSECTION (MMM) OF SECTION 14-32 "LOCAL AMENDMENTS TO INTERNATIONAL CODE," OF ARTICLE II "BUILDING CODE" OF CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS TO AMEND A LOCAL EXCEPTION ALLOWING FOR ACCESSIBLE DESIGN; AMENDING SECTION 58-33 "PERMIT REQUIRED FOR CERTAIN ALTERATIONS; CONSTRUCTION SPECIFICATIONS" OF ARTICLE II, "SIDEWALKS" OF CHAPTER 58, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS TO REQUIRE THAT SIDEWALK MODIFICATIONS ARE CONSTRUCTED IN COMPLIANCE WITH ACCESSIBILITY STANDARDS; AMENDING SECTION 58-34 "RESPONSIBILITY FOR CONSTRUCTION AND REPAIR; REPAIR PROGRAM OF DEFECTIVE SIDEWALKS" OF ARTICLE II, "SIDEWALKS" OF CHAPTER 58, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS TO PROVIDE STANDARDS FOR SIDEWALK CONSTRUCTION AND ALTERNATIVE ROUTES DURING CONSTRUCTION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the American with Disabilities Act was enacted on July 26, 1990 with Title II of the Act becoming effective on January 26, 1992; and

WHEREAS, on November, 2, 2015, the Town Council of the Town of Flower Mound adopted the Town of Flower Mound's Americans with Disabilities Act (ADA) Title II Comprehensive Evaluation and Transition Plan (the "Plan") for the Town's Public Facilities, Services, Activities and Programs; and

WHEREAS, the Town Council desires to update the Town's Code of Ordinances to provide and maintain reasonable accommodations to the citizens of the Town of Flower Mound and the general public in accordance with the Plan; and

WHEREAS, the Town Council finds and determines that the regulations proposed are in the best interest of and are necessary to protect the health, safety, and general welfare of the citizens of the Town and the general public.

SECTION 1.

That Division I "Generally" of Article III, "Boards, Committees, Commissions," of Chapter 2 "Administration" of the Code of Ordinances, Town of Flower Mound, Texas is amended to add Section 2-91, "Reasonable Accommodations" to read as follows:

Section 2-91. Reasonable Accommodations.

The Town shall make reasonable accommodations to ensure that any individual with a disability will have equal opportunity to participate on a Board, Commission, or Committee.

SECTION 2

That subsection (d) be added to Section 2-604, "Discrimination prohibited" of Article X, "Fair Housing," of Chapter 2, "Administration" of the Code of Ordinances, Town of Flower Mound, Texas to read as follows:

Section 2-604. Discrimination prohibited.

- (d) It shall be unlawful for any person or entity to build multi-family projects that do not comply with the accessible design, and other standards and guidelines promulgated under the Fair Housing Act.

SECTION 3

That subsection (mmm) of Section 14-32, "Local Amendments to International Code," of Article II, "Building Code" of Chapter 14, "Buildings and Building Regulations" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

Section 14-32. Local Amendments to International Building Code.

(mmm)Section 1101.2. of the International Building Code, 2015 edition, is hereby amended by adding a new exception to read as follows:

Section 1101.2. Design.

Exception: Projects approved through the Texas Architectural Barriers program, either

directly by the state or a licensed Registered Accessibility Specialist shall be deemed in compliance with the requirements of this Chapter.”

SECTION 4

That Section 58-33 “Permit required for certain alterations; construction specifications” of Article II, “Sidewalks” of Chapter 58, “Streets, Sidewalks and Other Public Places,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to amend subsection (b) to read as follows:

Section 58-33. Permit required for certain alterations; construction specifications.

- (b) All sidewalks constructed, reconstructed, or repaired shall conform with all sidewalk specifications in the Flower Mound Engineering Standards Manual, as amended, and all accessibility standards.

SECTION 5

That Section 58-34 “Responsibility for construction and repair; repair program of defective sidewalks” of Article II, “Sidewalks” of Chapter 58, “Streets, Sidewalks and Other Public Places,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to amend subsection (b) and add subsection (g) to read as follows:

Section 58-34. Responsibility for Construction and Repair; Repair Program of Defective Sidewalks.

- (b) And defective sidewalk or portions thereof shall be reconstructed or replaced:
 1. Where any vertical displacement of the adjoining sidewalk section exceeds one-half inch;
 2. Where any lateral separation of adjoining sidewalk exceeds one-half inch;
 3. Where the surface condition of the sidewalk has deteriorated, cracked, settled, chipped, and/or is spalling, so as to create or constitute a hazard or unsafe condition to the public; or
 4. Where the transverse slope of the sidewalk exceeds three percent or in which the combination of transverse or longitudinal slope is insufficient for adequate drainage of the sidewalk. Inadequate drainage would include the ponding of more than one-quarter inch of water in small areas for a period of time after the end of a rain event.

- (g) When a sidewalk is under repair or reconstruction, an alternative accessible route around the sidewalk being repaired or reconstructed shall be provided.

SECTION 6

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 7

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

SECTION 8

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 9

This Ordinance shall be in full force and effect from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 21st DAY OF MAY, 2018.

APPROVED:

HONORABLE MAYOR, Town of Flower Mound

ATTEST:

Theresa Scott, TOWN SECRETARY

Self-Evaluation Findings

The Personnel and Administrative Regulations Manual does not reference an ADA Coordinator or any process regarding complaints specifically involving discrimination relating to a disability. The person responding to the HR survey commented on never hearing about the ADA Coordinator position.

Recommended Actions:

The Personnel and Administrative Regulations Manual must include reference to the developed ADA Grievance Procedure, ADA Grievance Form, and ADA Coordinator. Referencing the ADA Grievance Procedure and ADA Grievance Form, as opposed to including these documents in the PARM, is acceptable.

3.1.7 TOWN ORDINANCE REVIEW

Town Ordinances were reviewed to ensure there is no discriminatory language and to ensure there are no ordinances that could be interpreted to be discriminatory. The following chapters of the Town's municipal code were evaluated during this process:

- Chapter 2, Article X – Fair Housing
- Chapter 6 – Animals
- Chapter 14 – Buildings and Building Regulations
- Chapter 22 – Civil Emergencies
- Chapter 26 – Court
- Chapter 30 – Emergency Services
- Chapter 32 – Engineering Design Criteria and Construction Standards
- Chapter 38 – Fire Protection and Prevention
- Chapter 46 – Library
- Chapter 54 – Parks and Recreation
- Chapter 58 – Streets, Sidewalks and Other Public Places.
- Subpart B – Land Development Regulations

Self-Evaluation Findings

Generally there were not any major concerns with the existing ordinances. However, Chapter 2, which covers commissions, committees, boards, and agencies, does not indicate the responsibility of the Town to make reasonable accommodations for board members who are disabled. Chapter 2 also has a section for "Fair Housing" but doesn't specifically refer to the requirements for accessible design or disability discrimination.

Chapter 14, Section 14-32(kkk) has an amendment to Chapter 11 (Accessibility) that reads:

"Section 1101.2, Design. Exception: Projects registered with the Architectural Barriers Division of the Texas Department of Licensing and Regulations shall be deemed to be in compliance with the requirements of this Chapter."

The referenced Section of the IBC reads:

1101.2 Design. Buildings and facilities shall be designated and constructed to be accessible in accordance with this code and ICC A117.1.

Chapter 58 deals with the responsibility of the abutting property owner to repair or reconstruct defective, unsafe or hazardous sidewalks. This chapter does not address the possibility that a property owner would not be able to reconstruct the sidewalk in full compliance with the accessibility codes due to the adjoining sidewalks that are the responsibility of another property owner. The ADA would prohibit anyone from constructing sidewalks that do not meet the requirements unless it is structurally impracticable.

Chapter 58, Section 58 does not mention of the requirement to provide an alternative accessible route when a sidewalk is being blocked due to construction.

Chapter 58, Section 58-34(b) lists criteria for defective sidewalks that are not consistent with the current ADA standards.

Recommended Actions:

The following actions are recommended:

- Chapter 2 should include language indicating the responsibility of the Town to make reasonable accommodations for disabled board members.
- Chapter 2, Article X should also have verbiage indicating the requirement to build multifamily housing projects in accordance with the Fair Housing guidelines.
- Chapter 14, Article, Section 14-32(kkk) should not include the amendment because neither the State of Texas nor the State approved Registered Accessibility Specialists (RAS) are authorized to “approve” IBC or ANSI requirements. If the Town adopts Texas Accessibility Standards (TAS) as the required access standard, the wording of the Exception should be:

“Exception: Projects approved through the Texas Architectural Barriers Division or the Texas Department of Licensing and Regulations process, either directly by the state or one of their authorized ‘Registered Accessibility Specialists’ shall be deemed to be in compliance with the requirements of this Chapter.”

- Chapter 58 needs to require that any sidewalk modifications must be done so in compliance with the most recent accessibility codes.
- A subsection should be added to Chapter 58, Section 58 that mentions the requirement to provide an alternative accessible route when a sidewalk is being blocked due to construction.
- Chapter 58, Section 58-34(b) should be reworded to read:

“(b) Any defective sidewalk or portions thereof shall be reconstructed or replaced:

1. Where any vertical displacement of the adjoining sidewalk section exceeds one-half inch;
2. Where any lateral separation of adjoining sidewalk exceeds one-half inch;
3. Where the surface condition of the sidewalk has deteriorated, cracked, settled, chipped, and/or is spalling, so as to create or constitute a hazard or unsafe condition to the public; or
4. Where the transverse slope of the sidewalk exceeds three percent or in which the combination of transverse or longitudinal slope is insufficient for adequate drainage of the sidewalk. Inadequate drainage would include the ponding of more than one-quarter inch of water in small areas for a period of time after the end of a rain event.”



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: May 21, 2018

FROM: Tiffany Bruce, Executive Director of Public Works

ITEM: **Consider approval of the Wastewater Treatment Plant Auxiliary Power final acceptance, and authorize the final payment of \$504,654.09, to CoServ Electric.**

BACKGROUND INFORMATION: Texas Commission on Environmental Quality (TCEQ) requires that all Wastewater Treatment Plants have a backup electric power source in case the primary source of the electric power from the electric provider fails. This backup source can either be on-site diesel powered generators or secondary electric delivery source from the primary electric provider.

In 1987 the Town entered into an agreement with CoServ to provide a backup secondary source of electric power service to the Wastewater Water Treatment Plant (WWTP) and the Town paid for the installation of the line to provide that service. The backup source of electricity was being furnished from a different sub-station than primary source of electric service. The Town was informed that backup secondary source of electric service will no longer be available due to lack of reserve capacity at the sub-station.

The Town entered into an agreement with CoServ on April 4, 2016 for a new backup secondary source of electric power to the WWTP from another substation that has the reserve capacity to provide the required electrical power, if needed. This agreement provided for the installation of a new electric line from the Gerault/Spinks intersection to the WWTP at an estimated cost of \$416,062.15. As with the 1987 Agreement, the Town would be responsible for the cost of the installation of the new line.

Staff did look at the option of providing on-site backup diesel powered generation. The secondary electric line option was chosen since the estimated cost of providing backup on-site diesel generation was over \$4,000,000.

Due to unanticipated CoServ cost overruns during the construction of the project, including engineering cost for the design of the project and preparation of as-built plans, which had not been included in the original estimate, the final cost of the new electric line installation was \$504,654.09.

FISCAL IMPACT: \$504,654.09

Proposed Expenditure:	Account Number(s):
\$504,654.09	630-970-98421

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. CoServ Electric Invoice

DRAFT MOTION: Move to approve the Wastewater Treatment Plant Auxiliary Power final acceptance, and authorize the final payment of \$504,654.09, to CoServ Electric.



April 4, 2018

INVOICE

INVOICE TO: City of Flower Mound
Attn: Ken Parr
201 Spinks Road
Flower Mound, Texas 75028

INVOICE FROM: Denton County Electric Cooperative
DBA CoServ Electric
7701 South Stemmons
Corinth, TX 76210
or 940-321-7800 ext. 7581

DESCRIPTION: Waste Water Treatment Plant Auxiliary Power

WORK ORDER: 201202035-4/1000027

LOCATION: Spinks Road-Flower Mound

TOTAL DUE: \$504,654.09

DESIGN ENGINEER: Jody Padron



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: May 21, 2018

FROM: Brian Waltenburg, Senior Project Engineer

ITEM: Consider approval of Change Order No. 2 and Final Acceptance of the Shady Point Acres Water Line Replacement project, amending the contract with Wildstone Construction LLC, for a decrease to the contract in the amount of \$82,987.50, and authorization of final payment to Wildstone Construction LLC, in the amount of \$59,264.34; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Change Order No. 2 for Shady Point Acres Water Line Replacement project provides for line item adjustments to match in-place quantities. Final payment consists of \$41,506.84 of retainage, \$17,757.50 of work completed, for a final contract amount of \$59,264.34.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$59,264.34

Proposed Expenditure:	Account Number(s):
\$59,264.34	630-960-98843

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

DRAFT MOTION: Move to approve Change Order No. 2 and Final Acceptance of the Shady Point Acres Water Line Replacement project, amending the contract with Wildstone Construction LLC, for a decrease to the contract in the amount of \$82,987.50, and authorize final payment to Wildstone Construction LLC, in the amount of \$59,264.34; and authorize the Mayor to execute same on behalf of the Town

CHANGE ORDER No. 2

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Wildstone Construction

Project: Shady Point Acres Water Main

CHANGE ORDER NO. 2 AND FINAL

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

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

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
7P	FLEXIBLE BASE FOR MISCELLANEOUS GRAVEL	SY	Deduct	215	\$ 45.00	\$ (9,675.00)
13P	REMOVE & REINSTALL FENCE	LF	Deduct	70	\$ 35.00	\$ (2,450.00)
14P	REMOVE & REINSTALL LANDSCAPE WALL	LF	Deduct	15	\$ 210.00	\$ (3,150.00)
15P	REMOVE TREE	EA	Deduct	4	\$ 1,800.00	\$ (7,200.00)
16P	12" CORRUGATED METAL PIPE	LF	Deduct	10	\$ 42.00	\$ (420.00)
17P	18" CORRUGATED METAL PIPE	LF	Deduct	50	\$ 51.00	\$ (2,550.00)
18P	24" REINFORCED CONCRETE PIPE	LF	Deduct	5	\$ 73.00	\$ (365.00)
19P	BOLLARDS	EA	Deduct	22	\$ 1,900.00	\$ (41,800.00)
7W	1" TYPE "K" WATER SERVICE, SHORT	EA	Add	1	\$ 1,250.00	\$ 1,250.00
8W	1" TYPE "K" WATER SERVICE, LONG	EA	Add	1	\$ 1,350.00	\$ 1,350.00
12W	ABANDON EXISTING 4" WATER MAIN IN PLACE	LF	Deduct	1490	\$ 8.00	\$ (11,920.00)
13W	ABANDON EXISTING 2" WATER MAIN IN PLACE	LF	Deduct	1791	\$ 5.00	\$ (8,955.00)
14W	ABANDON EXISTING 1.25" WATER MAIN IN PLACE	LF	Deduct	385	\$ 5.00	\$ (1,925.00)
16W	16" STEEL CASING PIPE	LF	Deduct	34	\$ 110.00	\$ (3,740.00)
CO2-A	ADDITIONAL SOD	LS	Add	1	\$ 8,362.50	\$ 8,362.50
CO2-B	PRESSURE WASHING	LS	Add	1	\$ 200.00	\$ 200.00
SUBTOTAL						\$ (82,987.50)

JUSTIFICATION

Change Order No. 2 provides for the following:

Item CO2-A provides payment for installation of additional sod, at the request of the Town, to restore the parkway.

Item CO2-B provides payment for pressure washing areas, at the request of the Town, to address resident concerns.

Items 7W & 8W provides payment for two additional water services not included in the original plan quantities. These quantities were installed at the request of the Town to provide continued water service to residents.

Items 7P, 13P, 14P, 15P, 16P, 17P, 18P, 19P, 12W, 13W, 14W, & 16W are quantity adjustments to reconcile item quantities with actual quantities installed.

Original Contract

Change Order #1

Change Order #2

Revised Contract Price

\$ 916,507.00

\$ 14,654.76

\$ (82,987.50)

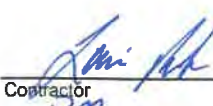
\$ 848,174.26

Recommended
for Approval

 Brian Wallenburg, P.E.
 Sr. Project Engineer

5/1/2018

Date


 Contractor

5/1/18

Date

Contractor Title

Approved

Honorable Mayor

Date

CONTRACT ESTIMATE FOR PAYMENT

Project: Shady Point Acres Water Line Replacement Estimate No.: 6 & Final

Item No.	Description of Item	Unit of Measure	Contract Quantities	Unit Price	Contract Amount	Quantities Completed Previous	Quantities Completed This Month	Quantities Completed To Date	Dollar Amount Previous	Dollar Amount This Month	Amount Completed To date	% of Quantity Complete
1P	MOBILIZATION	LS	1	\$ 16,500.00	\$ 16,500.00	0.95	0.05	1.00	\$ 15,675.00	\$ 825.00	\$ 16,500.00	100.00%
2P	RIGHT-OF-WAY PREPARATION	LS	1	\$ 8,500.00	\$ 8,500.00	0.95	0.05	1.00	\$ 8,075.00	\$ 425.00	\$ 8,500.00	100.00%
3P	PROJECT SIGNAGE	EA	1	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%
4P	TRAFFIC CONTROL	LS	1	\$ 17,500.00	\$ 17,500.00	1.00	0.00	1.00	\$ 17,500.00	\$ -	\$ 17,500.00	100.00%
5P	SW3P IMPLEMENTATION & MAINTENANCE	LS	1	\$ 17,000.00	\$ 17,000.00	0.95	0.05	1.00	\$ 16,150.00	\$ 850.00	\$ 17,000.00	100.00%
6P	SODDING	SY	150	\$ 15.00	\$ 2,250.00	150.00	0.00	150.00	\$ 2,250.00	\$ -	\$ 2,250.00	100.00%
7P CO 2	FLEXIBLE BASE FOR MISCELLANEOUS GRAVEL	SY	65.00	\$ 45.00	\$ 2,925.00	65.00	0.00	65.00	\$ 2,925.00	\$ -	\$ 2,925.00	100.00%
8P CO1	REMOVE & REPLACE ASPHALT PAVEMENT	SY	2,009.00	\$ 75.00	\$ 150,675.00	2009.00	0.00	2009.00	\$ 150,675.00	\$ -	\$ 150,675.00	100.00%
9P	FLOWABLE BACKFILL	LF	4154	\$ 28.00	\$ 116,312.00	4154.00	0.00	4154.00	\$ 116,312.00	\$ -	\$ 116,312.00	100.00%
10P CO1	6" REINFORCED CONCRETE PAVEMENT	SY	124.00	\$ 137.00	\$ 16,988.00	124.00	0.00	124.00	\$ 16,988.00	\$ -	\$ 16,988.00	100.00%
11P CO1	CONCRETE SIDEWALK	SF	84.00	\$ 6.00	\$ 504.00	84.00	0.00	84.00	\$ 504.00	\$ -	\$ 504.00	100.00%
12P	BARRIER FREE RAMP	EA	1	\$ 4,200.00	\$ 4,200.00	1.00	0.00	1.00	\$ 4,200.00	\$ -	\$ 4,200.00	100.00%
13P CO2	REMOVE & REINSTALL FENCE	LF	0.00	\$ 35.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
14P CO2	REMOVE & REINSTALL LANDSCAPE WALL	LF	5.00	\$ 210.00	\$ 1,050.00	5.00	0.00	5.00	\$ 1,050.00	\$ -	\$ 1,050.00	100.00%
15P CO2	REMOVE TREE	EA	1.00	\$ 1,800.00	\$ 1,800.00	1.00	0.00	1.00	\$ 1,800.00	\$ -	\$ 1,800.00	100.00%
16P CO2	12" CORRUGATED METAL PIPE	LF	0.00	\$ 42.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
17P CO2	18" CORRUGATED METAL PIPE	LF	0.00	\$ 51.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	#DIV/0!
18P CO2	24" REINFORCED CONCRETE PIPE	LF	15.00	\$ 73.00	\$ 1,095.00	0.00	15.00	15.00	\$ -	\$ 1,095.00	\$ 1,095.00	100.00%
19P CO2	BOLLARDS	EA	6.00	\$ 1,900.00	\$ 11,400.00	6.00	0.00	6.00	\$ 11,400.00	\$ -	\$ 11,400.00	100.00%
1W CO1	8" PVC C-900, DR-18 WATER MAIN PIPE	LF	4,211.00	\$ 53.00	\$ 223,183.00	4211.00	0.00	4211.00	\$ 223,183.00	\$ -	\$ 223,183.00	100.00%
2W	8" PVC C-900, DR-18 WATER MAIN PIPE, BORE	LF	140	\$ 246.00	\$ 34,440.00	140.00	0.00	140.00	\$ 34,440.00	\$ -	\$ 34,440.00	100.00%
3W	FIRE HYDRANT ASSEMBLY	EA	13	\$ 3,100.00	\$ 40,300.00	13.00	0.00	13.00	\$ 40,300.00	\$ -	\$ 40,300.00	100.00%
4W	AUTOMATIC FLUSHING DEVICE	EA	2	\$ 8,500.00	\$ 17,000.00	2.00	0.00	2.00	\$ 17,000.00	\$ -	\$ 17,000.00	100.00%
5W	SAMPLING STATION	EA	1	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	100.00%
6W	8" GATE VALVE AND BOX	EA	12	\$ 1,750.00	\$ 21,000.00	12.00	0.00	12.00	\$ 21,000.00	\$ -	\$ 21,000.00	100.00%
7W CO2	1" TYPE "K" WATER SERVICE, SHORT	EA	21.00	\$ 1,250.00	\$ 26,250.00	20.00	1.00	21.00	\$ 25,000.00	\$ 1,250.00	\$ 26,250.00	100.00%
8W CO2	1" TYPE "K" WATER SERVICE, LONG	EA	27.00	\$ 1,350.00	\$ 36,450.00	26.00	1.00	27.00	\$ 35,100.00	\$ 1,350.00	\$ 36,450.00	100.00%
9W	2" POLYETHYLENE WATER SERVICE, LONG	LF	1	\$ 5,500.00	\$ 5,500.00	1.00	0.00	1.00	\$ 5,500.00	\$ -	\$ 5,500.00	100.00%
10W	CLASS "A" METER BOX	EA	47	\$ 400.00	\$ 18,800.00	46.00	1.00	47.00	\$ 18,400.00	\$ 400.00	\$ 18,800.00	100.00%
11W	CONNECTION TO EXISTING WATER MAIN	EA	2	\$ 3,000.00	\$ 6,000.00	1.00	1.00	2.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	100.00%
12W CO2	ABANDON EXISTING 4" WATER MAIN IN PLACE	LF	50.00	\$ 8.00	\$ 400.00	50.00	0.00	50.00	\$ 400.00	\$ -	\$ 400.00	100.00%
13W CO2	ABANDON EXISTING 2" WATER MAIN IN PLACE	LF	50.00	\$ 5.00	\$ 250.00	50.00	0.00	50.00	\$ 250.00	\$ -	\$ 250.00	100.00%
14W CO2	ABANDON EXISTING 1.25" WATER MAIN IN PLACE	LF	25.00	\$ 5.00	\$ 125.00	25.00	0.00	25.00	\$ 125.00	\$ -	\$ 125.00	100.00%
15W	TRENCH SAFETY SYSTEM FOR WATER MAIN	LF	4154	\$ 2.00	\$ 8,308.00	4154.00	0.00	4154.00	\$ 8,308.00	\$ -	\$ 8,308.00	100.00%
16W CO2	16" STEEL CASING PIPE	LF	140.00	\$ 110.00	\$ 15,400.00	140.00	0.00	140.00	\$ 15,400.00	\$ -	\$ 15,400.00	100.00%
CO1-A	WATER MAIN PIPE MATERIAL	LS	1.00	\$ 9,506.76	\$ 9,506.76	1.00	0.00	1.00	\$ 9,506.76	\$ -	\$ 9,506.76	100.00%
CO2-A	ADDITIONAL SOD	LS	1.00	\$ 8,362.50	\$ 8,362.50	0.00	1.00	1.00	\$ -	\$ 8,362.50	\$ 8,362.50	100.00%
CO2-B	PRESSURE WASHING	LS	1.00	\$ 200.00	\$ 200.00	0.00	1.00	1.00	\$ -	\$ 200.00	\$ 200.00	100.00%
TOTAL					848,174.26				830,416.76	17,757.50	848,174.26	100.00%

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Bond #8245-34-68

Project: Shady Point Acres Water Main Replacement Bid #2017-72

To (Owner):

**Town of Flower Mound, Texas
2121 Cross Timbers Rd
Flower Mound, TX 75028**

Contract For: See above

Contract Date: August 7, 2017

Contractor:

Wildstone Construction, LLC

In accordance with the provision of the Contract between the Owner and the Contractor as defined above, the **Federal Insurance Company**

202B Hall's Mill Road
Whitehouse Station, NJ 08889

,Surety Company,

on bond of **Wildstone Construction, LLC**
12850 Hwy 287
Ft Worth, TX 76052

,Contractor

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

**Town of Flower Mound, Texas
2121 Cross Timbers Rd
Flower Mound, TX 75028**

,Owner

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this **20th** day of **April**, 2018.

Witness:



Federal Insurance Company


Tracy Tucker, Attorney-in-Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint W. Lawrence Brown, Roberta H. Erb, Steven M. Tucker and Tracy Tucker of Fort Worth, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 28th day of February, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 28th day of February, 2018 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318265
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

20th day of April, 2018.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

AFFIDAVIT

STATE OF Texas

COUNTY OF Tarrant

Before me, the undersigned authority, a notary public in the state and county aforesaid, on this day personally appeared John Kolb, President of Wildstone Construction, LLC, known to me to be a credible person, who being by me duly sworn, upon his oath deposed and said;

That all persons, firms, associations, corporations, or other organizations furnishing labor and/or materials have been paid in full;

That the wage scale established by the City Council in the Town of Flower Mound has been paid in full;

That there are no claims pending for personal injury and/or property damages;

On Contract described as:

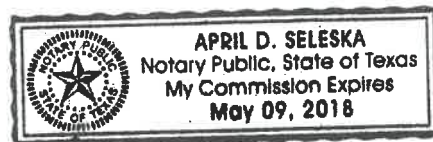
Shady Point Acres Water Main Replacement

BY _____

John Kolb/President

Subscribed and sworn before me on this date 13 of April, 2018.

Notary Public
Tarrant, Texas





TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: May 21, 2018

FROM: Brent Anderson, Senior Project Engineer

ITEM: Consider approval of a Development Agreement with CDAR Holdings, LLC, for the construction of Town infrastructure associated with the Southgate, Phase 1 non-residential development; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Southgate, Phase 1 is a non-residential development in Flower Mound. As part of the overall development, the developer agrees to construct a 12 inch water line along the north right-of-way line of Patriot Way from Gerault Road to Enterprise Drive. The water line is to be oversized from the minimum required 8 inch water line to the master planned 12 inch water line size. This agreement allows for the Town to reimburse CDAR Holdings, LLC, for the difference in construction costs associated with increasing the water line size from 8 inches to 12 inches. Developer reimbursement will be reflected in a CIP amendment on a future agenda.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$20,625.00

Proposed Expenditure:	Account Number(s):
\$20,625.00	630-910-99990-6070

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

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

ATTACHMENTS:

1. Development Agreement

DRAFT MOTION: Move to approve a Development Agreement with CDAR Holdings, LLC, for the construction of Town infrastructure associated with the Southgate, Phase 1 development; and authorize the Mayor to execute same on behalf of the Town.

DEVELOPMENT AGREEMENT FOR SOUTHGATE, PHASE I

THIS DEVELOPMENT AGREEMENT FOR SOUTHGATE, PHASE I ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the Town of Flower Mound, Texas (the "Town"), and CDAR Holdings, LLC ("Crossfire" or "Developer").

WITNESSETH:

WHEREAS, the Southgate Project is a unique development encompassing approximately 108 acres in Flower Mound ("Southgate"); and

WHEREAS, the Southgate, Phase I Project ("Project") is the first phase of Southgate and encompasses approximately 6.864 acres in Flower Mound (the "Property") as described by metes and bounds on Exhibit "1" attached hereto and incorporated herein for all purposes; and

WHEREAS, on May 6, 2015, the Town entered into a Development Agreement ("the 2015 Agreement") with FLSS, Ltd., a Texas limited partnership ("FLSS") to complete construction of certain aspects of Southgate and governing the development of the Property; and

WHEREAS, CDAR Holdings, LLC is the successor in interest to FLSS and the owner of the Property; and

WHEREAS, the Town and Developer wish to address development issues related to the Project and to provide for the construction of water lines within the Project; and

WHEREAS, the Town's SMARTGrowth Program requires that certain levels of key public services and infrastructure necessary to serve a new development project be in place before construction begins; and

WHEREAS, the Town desires that certain water lines be constructed at a size that is larger than is needed to serve the Project; and

WHEREAS, the Developer has agreed to construct a certain oversized water line as detailed and shown on Exhibit "2", attached hereto and incorporated for all purposes, and has agreed to receive reimbursement from the Town for the costs associated with construction and installation of said oversized infrastructure; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through development agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Project Subject to Town Ordinances.** The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. **Separate Agreement.** The Town and CDAR Holdings, LLC agree that the provisions and terms contained in the 2015 Agreement, as amended, remain in full force and effect and shall continue to be applicable to the development of Southgate. CDAR Holdings, LLC obligations under the 2015 Agreement, as amended, if any, are specifically limited to the work that pertains to its owned portion of Southgate, i.e. the Property. The Town and CDAR Holdings, LLC further agree that this Agreement does not modify or conflict with the 2015 Agreement, as amended.

3. **Installation of Oversized Water Line.**

A. The Town and Developer have agreed that the public health, safety and welfare would be benefitted by the installation of a certain oversized water line during the construction phases of the Project. Developer agrees to construct a twelve (12) inch water line ("Water Line") along the north right-of-way line of Patriot Way from Gerault Road to Enterprise Drive as more particularly shown on Exhibit "2." The Water Line is to be oversized from an 8 inch to 12 inch line. Town agrees to reimburse the Developer for the cost to oversize the Water Line, which is the cost to install twelve (12) inch lines minus the cost to install eight (8) inch lines. The Town agrees to submit payment to the Developer within thirty (30) days of the Water Line being installed, tested, and operational, and receipt of the notice of completion and request for reimbursement from the Developer at a cost not to exceed \$20,625.00.

B. Prior to commencing construction, Developer shall submit construction plans for the Water Line to the Town for review and approval. Upon approval of the plans, the Town will issue Developer a notice to proceed. Developer shall secure a maintenance bond in a form acceptable to the Town for a period of at least two (2) years from the date of the Town's acceptance of the Water Line.

4. **Captions and Headings.** The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

5. **Covenant Running with the Land.** This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of the Developer and all others holding any interest now or in the future, and it is the intent of this Agreement, and the parties so acknowledge, that all phases of the Project shall be subject to this Section of this Agreement.

6. **Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. Venue for any action arising under this Agreement shall lie in Tarrant County, Texas.

7. **Notices.** Any notices required or permitted to be given hereunder shall be given by hand delivery or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

If to Developer: CDAR Holdings, LLC
801 Patriot Way
Flower Mound, TX 75022
Attn: David Vaught

8. **Attorneys' Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

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

11. **Filing in Tarrant County Deed Records; Covenant Running with the Land.** This Agreement or a memorandum thereof shall be filed in the deed records of Tarrant County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exceptions of the purchaser of a

lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed and common areas owned by a property owners' association (a "Fully Improved Lot").

12. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

13. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

14. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given).

15. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions (both construction and payment obligations) mandated by the Town associated with the Project and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order to ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions associated with the Project are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the Project that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

16. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

- Exhibit 1 Metes and Bounds Description of the Project in the Town of Flower Mound;
- Exhibit 2 Map depicting construction of the twelve inch (12") Water Line.

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: Thomas E. Hayden
Mayor, Town of Flower Mound

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

DEVELOPER:

CDAR Holdings, LLC

By: _____

Name: _____
Authorized Signatory**STATE OF TEXAS** §

§

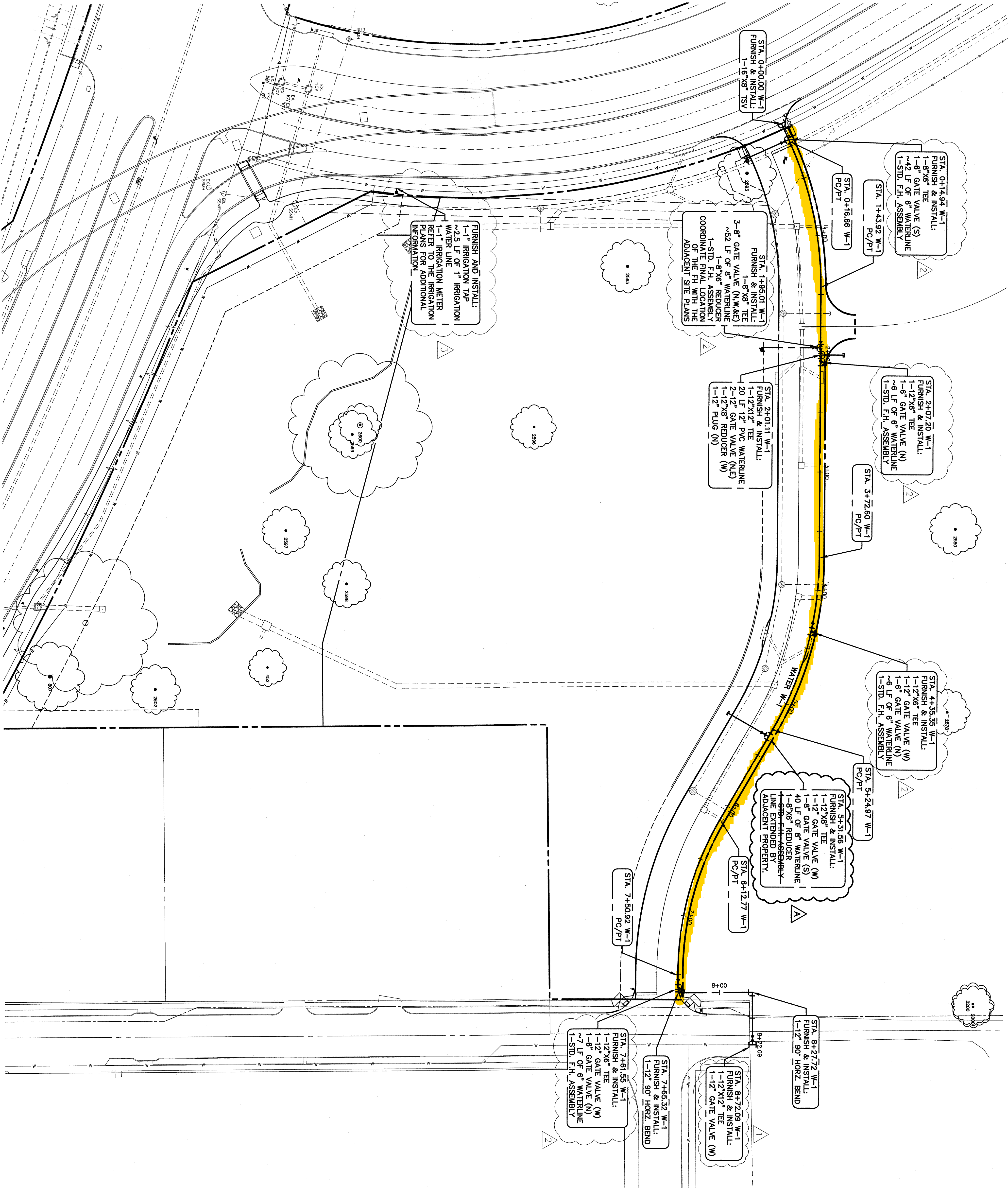
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by _____, Authorized Signatory of CDAR Holdings, LLC, on behalf of said company.

Notary Public, State of Texas

File: Z:\15103\15103\Drawings\FP & Const Plans\Sheet Set\15103.WAT
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EXHIBIT 2 (PAGE 1 OF 1)





TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: May 21, 2018

FROM: Gary Bertagnolli, IT Director

ITEM: Consider approval to fund the data and TV cabling project for the new Town Hall, through a Texas Department of Information Resources (DIR) Contract, with BlackBox Services, in the amount of \$119,999.00.

BACKGROUND INFORMATION: The analysis of requirements of the data and TV cabling needed for the new Town Hall are complete.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$119,999.00

Proposed Expenditure:	Account Number(s):
\$119,999.00	505-111-62017-6010

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

ATTACHMENTS:

1. Black Box Services Quote

DRAFT MOTION: Move to fund the data and TV cabling project for the new Town Hall, through a Texas Department of Information Resources (DIR) Contract, with BlackBox Services, in the amount of \$119,999.00.



New City Hall Cabling Town of Flower Mound

Statement of Work
May 17, 2018

Integrated Communications— Delivered.

Innovative solutions
& advanced technologies
for today's complex
communications challenges.



UNIFIED COMMUNICATIONS & COLLABORATION
VOIP | TELEPHONY



STRUCTURED CABLING | INFRASTRUCTURE
MAINTENANCE



DATA CENTERS | IT NETWORKING
CYBER SECURITY

Prepared for...

Customer Name: Town of Flower Mound

Site Address: 2121 Cross Timbers Rd., Flower Mound, TX

Presented by...

Account Manager: Jeff Kelley

Bid Engineer: TJ Ralston

Proposal #: 62124

DIR Contract No. DIR-TSO-2658



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2 Executive Summary

Thank you for the opportunity to provide a Statement of Work proposal for the implementation of your New City Hall project. This estimate is based on utilizing On-Site Black Box Network Services (BBNS) managed technicians to perform the scope as listed in this document.

Our objective is to ensure that the proposed BBNS solution aligns with your primary business goals and objectives. BBNS is able to couple intimate knowledge of the customer site with the latest installation techniques and standards. All work performed under this scope will strictly adhere to the latest Infrastructure or technology standards.

Please contact me with any questions or clarifications.

Thank you,

Jeff Kelley

3 Solution Scope

Black Box Network Services, (BBNS), will complete the scope outlined below.

3.1 Horizontal cabling

- 3.1.1 Provide and install **(2)** 4-pair, Commscope Category 6, plenum cables for data from the 2nd Floor IDF (Room #239) to each of **(168)** Sheetrock locations on the 2nd Floor
- 3.1.2 Provide and install **(2)** 4-pair, Commscope Category 6, plenum cables for data from the 2nd Floor IDF (Room #239) to each of **(234)** Sheetrock locations on the 1st Floor
- 3.1.3 All Work Area Outlet (WAO) location cables will terminate on a Category 6 jack insert placed within a multi-port faceplate or surface box.
- 3.1.4 All Work Area Outlet (WAO) location cables will terminate on a populated 48-port panel.
- 3.1.5 Provide and install patch cords as indicated in the BOM at the end of this document in Section 11 for all primary data outlets. (Color and length to be finalized before material ordering)
- 3.1.6 Secondary outlet patching is not included in this proposal. BBNS will provide a quote upon request.

3.2 Copper Backbone

- 3.2.1 None. Provided and installed by others.

3.3 Fiber Backbone

- 3.3.1 None. Provided and installed by others.

3.4 IDF Build-out

- 3.4.1 None. Provided and installed by others.
- 3.4.2 Provide and install patch cords as indicated in the BOM at the end of this document in Section 11 for all primary data outlets. (Color and length to be finalized before material ordering)

3.5 Grounding

- 3.5.1. BBNS assumes all grounding and bonding is in place



3.6 Structure Cable System Routing

- 3.6.1 Install the network cables from the designated MDF / IDF to the appropriate Workstation. All station cables and backbone cables will route through the BBNS provided and installed J-hook system

3.7 Labeling

- 3.7.1 Labeling provided by BBNS will be typed or computer printed. The labeling convention will be as per the drawings and specifications provided by Client unless otherwise requested before construction. At such time, a jointly agreed upon labeling convention will be incorporated into BBNS pre-construction plan
- 3.7.2 Items that will be labeled include:
- 3.7.2.1 Work area telecommunications outlets
 - 3.7.2.2 IDF connecting hardware (i.e., terminal blocks, patch panels)
 - 3.7.2.3 Telecommunications cable (i.e., horizontal & backbone) approx. 1 -2 ft. from termination

3.8 Testing

- 3.8.1 Copper Cable Testing:
- 3.8.1.1 Cables will be tested for continuity including shorts, opens, crosses, splits, and wire mapping and for cable length with the industry standard Level 3 cable analyzer equipped with the latest Category 6 software
 - 3.8.1.2 The tester will measure the electrical characteristics of the cable using a true frequency sweep method and each test will be conducted from the Horizontal Cross-connect to the workstation outlet
 - 3.8.1.3 Final test results for each Category 6, 4-pair cable will be submitted as part of BBNS "as-built" project performance acceptance records. In addition to the above information, the documentation will also include a pass indication for the specified cable, the test date, and the serial number and software version of the scanner

3.9 Documentation

- 3.9.1 We will provide floor plan "as-built" and test results in digital format

4 Project Organization

- 4.1.1 BBNS provides project management and technical direction for all Projects regardless of size. For Projects such as this one the Project Manager may provide the following support remotely
- 4.1.1.1 Schedule and coordinate the necessary resources to support the Project
 - 4.1.1.2 Manage tasks, timelines and overall schedule for the Project
 - 4.1.1.3 Coordinate and deliver regular updates on performance and issues
 - 4.1.1.4 Identify, escalate, and document issues as necessary
 - 4.1.1.5 Complete change request documentation as required using a Project Change Request
 - 4.1.1.6 A weekly status report will be provided by the project manager

5 Milestone / Project Schedule Requirements

- 5.1.1 BBNS Project Support Team will work with the Customer to mutually establish and agree to Project Start and End Dates. The Project Start dates must be scheduled a minimum of fifteen (15) business days prior to beginning of any services unless otherwise agreed to in writing by the BBNS Project Manager
- 5.1.2 Any changes to the Project Start and End Dates may result in additional change order charges the Customer



- 5.1.3 Customer delays that impact the implementation schedule, directly or indirectly shall be billed hourly per resource which includes expenses. Delays could result in change order charges the Customer
- 5.1.4 Delay charges shall start after 30-minutes of non-productive activity and shall be recorded in 15-minute increments
- 5.1.5 A delay is defined as any reason or issue caused directly, indirectly, or inadvertently by the Customer that prevents a BBNS resource from completing the agreed SOW in a timely and immediate manner
- 5.1.6 BBNS resources shall attempt to mitigate delay time by re-directing efforts in events of work blockages or preventions; however the technician is not responsible for preventing delays caused by the Customer

6 Change Management

- 6.1.1 Should this Statement of Work change due to Customer requirements or unforeseen field conditions, deletions and/or additions, or other changes outside the Statement of Work, the modifications will be discussed between the Customer PM and the BBNS PM regarding additional labor cost, implementation delays, material cost, cost adjustments, etc.
 - 6.1.1.1 The work will be scheduled and completed after a Project Change Request (PCR) has been approved and a Customer PO for the approved amount has been received by BBNS. Work requested outside the Statement of Work will not be scheduled and performed by BBNS without a Customer PO. Additional charges to reschedule or dispatch BBNS resources due to changes in the Statement of Work will be included in the PCR labor request.

7 Project Responsibilities

7.1 Project Assumptions

- 7.1.1 All standard BBNS Definitions, Assumptions, Customer Responsibilities, Caveats, Terms and Exclusions apply
- 7.1.2 Scheduling of Services can only be performed upon BBNS's receipt and acceptance of Customer's order, which consists of a Purchase Order and a fully executed Statement of Work
- 7.1.3 All equipment mounting locations must use the standard mounting hardware provided by the OEM with no special adaptations or drilling
- 7.1.4 Only the hardware, software, licenses and materials listed on the Bill of Material will be installed
- 7.1.5 Unless otherwise specified in the Solutions section, all activities and services will be performed during Normal Business Hours (NBH) as defined below
- 7.1.6 Unless otherwise specified in the Solutions section, Times of Day are defined as follows:
 - 7.1.6.1 Normal business hours is defined as Monday through Friday 8am to 5pm site local time
 - 7.1.6.2 Overtime hours is defined as Monday through Thursday, after 5pm and prior to Next Business Day 8am
 - 7.1.6.3 Weekend is defined as Friday 5pm through Monday 8am
 - 7.1.6.4 Holiday is defined as they are recognized by local countries, Customer, BBNS or as otherwise negotiated
- 7.1.7 Free parking is available for BBNS personnel
- 7.1.8 BBNS resources are not eligible for hire by Customer during the term of this Project
- 7.1.9 It is assumed that all conduits are properly sized and that any new conduits, raceways, cable support structure, pathways, power poles, core holes, sleeves, floor or wall penetrations, will be provided by 3rd parties and will be ready prior to cable installation
- 7.1.10 All materials supplied must conform to National Fire Protection Agency (NFPA) and National Electrical Code (NEC) and Local Electrical Code laws and guidelines
- 7.1.11 All power and grounding must be accessible, of adequate sizing, and locally available
- 7.1.12 Cabling pathways will have at least 12" clearance from electrical lines and 6" from florescent fixtures



- 7.1.13 Unless otherwise specified in this SOW and defined and priced, the following infrastructure assumptions apply:
 - 7.1.13.1 All cables must originate at a single point (patch panel, wall mount box, rack, etc.) and terminate at a single point
 - 7.1.13.2 No obstructions exist
 - 7.1.13.3 No penetrations are required
 - 7.1.13.4 No fire stopping is required
 - 7.1.13.5 An existing and/or clear path must be present
 - 7.1.13.6 No lift is required
 - 7.1.13.7 All backboard and conduit is in place and space is adequate for new cabling
 - 7.1.13.8 All material OEMs are determined by BBNS cable
 - 7.1.13.9 If required, BBNS will provide and use ladders with a maximum ladder height of 10 feet.
 - 7.1.13.10 All equipment installed by BBNS will not be installed at a height greater than 10 feet, unless the Customer has a permanent stairway or ladder installed to access equipment or a lift is approved and paid for by the Customer
- 7.1.14 All work areas are assumed to be free of any hazardous materials or environments. Work in any hazardous environment is excluded
- 7.1.15 Unless otherwise specified in the Solutions section, this SOW does not include any electrical work or cut, patch, or paint of any surface
- 7.1.16 Unless otherwise specified in the Solutions section, this SOW does not include cable removal

7.2 Customer Responsibilities

- 7.2.1 Provide a local management representative with decision making authority for this project
- 7.2.2 Customer must request all BBNS services, scheduled through the BBNS Project Manager
- 7.2.3 Communicate any issues or changes to the assigned Services to the BBNS Project Manager in an expedited manner
- 7.2.4 Documentation and information provided to BBNS by Customer must be accurate, complete and up-to-date
- 7.2.5 The customer must provide specific instructions for all phases of the project for all activities and services
- 7.2.6 Subject to reviewing the instructions, BBNS reserves the right to change the quoted price, either by site or for the total project
- 7.2.7 Customer will identify knowledgeable staff among Customer system administrators and managers and make them available to BBNS promptly upon a request via pager, phone, or cell phone. These contacts are to provide background information and clarification of information required to perform the services outlined in this SOW for its duration
- 7.2.8 Provide notification in advance of any unique requirements, hazardous locations, clean access areas, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the Project and provide at Customer expense any training, clothing, equipment or transportation required for BBNS personnel:
 - 7.2.8.1 This includes but is not limited to any clean room, special access, health, safety, security or environmental requirements, rules or regulations that BBNS must follow in order to operate during their time on site
- 7.2.9 Provide a clear and accessible working space for installation of all equipment, free from any hazardous materials with telephone and Internet access, where such Internet access is already available at such Customer sites
- 7.2.10 Provide all BBNS personnel free and clear access to all areas of the Customer facility necessary to complete the project and provide Customer escorts to BBNS personnel at each Customer site for the entire time period required for the quoted services if required by the Customer
- 7.2.11 If any hardware, software, licenses or material is provided by 3rd parties, all material shall be delivered to the job site not less than twenty-four hours prior to installation of such material



7.3 Black Box Network Services Responsibilities

- 7.3.1 BBNS will keep the work area as clean as possible
- 7.3.2 All empty boxes, scrap cable and debris caused by BBNS shall be disposed of properly
- 7.3.3 Unless otherwise specified in the Solutions section, all equipment and material collected as a part of decommissioning, de-installation or infrastructure removal shall become the property of BBNS, removed from site and will be properly recycled per LEED guidelines and Green Initiatives

8 Delivery Acknowledgement / Acceptance

- 8.1.1 A Work Approval Form is used to record Customer's acceptance of the Services and Deliverables performed and provided as a part of this Project
- 8.1.2 This form will be used to obtain Customer's approval for any portion of the Services and Deliverables, including but not limited to Project milestones, deliverables, and final task or Project completion
- 8.1.3 Customer shall indicate its acceptance of the Services and Deliverables by signing the Work Approval Form within the acceptance period of five (5) business days of the BBNS presentation of the completed Services and Deliverables and the Work Approval Form
- 8.1.4 If the Services and Deliverables do not conform to the specifications mutually agreed to during mobilization or subsequently changed by a Project Change Request, Customer shall provide written notice to BBNS within the stated acceptance period of five (5) business day
- 8.1.5 If the Customer fails to respond within the stated acceptance period of five (5) business days by either accepting or rejecting the Work Approval Form or any Services or Deliverables, the Work Acceptance Form, Services and Deliverables shall be deemed accepted by the Customer and approved for billing

9 Post Engagement Support Service

- 9.1.1 As a Commscope Systimax Partner, BBNS is able to pass through to Customer the Manufacturer warranty on all installed cabling and connectivity hardware
- 9.1.2 All manufacturers' end user warranties for Equipment and Software provided hereunder are passed through to Customer. BBNS will provide reasonable assistance to Customer in presenting any such Equipment and/or Software claims to the manufacturer
- 9.1.3 The Customer's sole and exclusive remedy for any breach of a manufacturer's warranty shall be limited to the remedies set forth in the manufacturer's end use warranties for Equipment and/or Software
- 9.1.4 Customer agrees that installation, repair, or modification of a System by non-manufacturer certified technicians may void the manufacturer's warranty and may result in a denial of Software support services
- 9.1.5 Warranty information is found under General Web Terms & Conditions at the following link:
<https://www.blackbox.com/us/about-us/terms-conditions-of-sale>



10 Investment / Pricing

10.1 Proposal Price

Material:	\$	61,567.21
Labor:	\$	58,431.79
Sub-total:	\$	119,999.00

- BBNS can provide a General Cable, Panduit NetKey solution upon request. Deduct \$1,000.00.

This pricing is in US Dollars and is exclusive of taxes.

11 Authorization & Confidentiality

To initiate this request Black Box Network Services requires a signed Statement of Work to be followed up with an authorized Purchase Order.

Please include the following business entity and address information on the Purchase Order:

Norstan Communications, Inc. d/b/a Black Box Network Services

Address: 10050 Crosstown Circle, Suite 600, Eden Prairie, MN 55344

Terms and Conditions: You hereby consent to the incorporation of the applicable terms and conditions, applicable software licenses and service plan(s) posted at <https://www.blackbox.com/us/about-us/terms-conditions-of-sale>.

The above prices, specifications and conditions are satisfactory and are hereby accepted. Black Box Network Services is authorized to do the work as specified. Payment will be made as outlined above.



Town of Flower Mound

Authorized Signature

Authorized Signature

Name Printed

Name Printed

Title

Title

Date

Date

Note: I confirm in signing this document that I have the authority to represent the organization in this matter.



12 Appendix A: Bill of Materials

Material Description	Manufacturer	Part Number	Total Quantity	U
HORIZONTAL INSTALL / TERMINATION				
4-Pair, Category 6, Plenum Cable (Color)	Commscope	CS34P-xx	140,000	ft
Category 6, RJ45 Insert Data	Uniprise	UNJ600-xx	804	ea
2-Port Flush-mount (White) Faceplate	Uniprise	M12L-262	402	ea
HORIZONTAL CLOSET TERMINATION				
48 Port, Category 6 Patch Panel (Angled)	Uniprise	UNPA-U-610-2U-48	18	ea
HORIZONTAL PATCH CABLE				
5' Category 6 Patch Cable (Color)	Uniprise	UC1BBB2-0xF005	402	ea
10' Category 6 Patch Cable (Color)	Uniprise	UC1BBB2-0xF010	402	ea
MISCELLANEOUS CONSUMABLES				
J-Hooks	Caddy	JHOOKS	900	ea
Material Handling	BBNS	LABOR1	1	ea
Travel	BBNS	TRVL	40	ea
Field Documentation	BBNS	LABOR2	1	ea
Project Deliverables	BBNS	BBOXCLST	1	lot
Misc. Material	MISC	BBOX-MISC	1	lot
Project Management	PM	PM Labor	1	lot
Shipping & Handling	BBOX	S&H	1	lot

13 Appendix B: Site Drawings







TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: May 21, 2018

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA18-0002 – Morriss Road) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Morriss Road from a Major Arterial to a specified Urban Minor Arterial between Justin Road (FM 407) and Flower Mound Road (FM 3040) and by amending text related to Morriss Road being six lanes. *(The Transportation Commission recommended approval by a vote of 4 to 2 at its April 20, 2018, meeting.) (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 23, 2018, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report which includes the Transportation Commission report as backup for this item. Video from the April 23rd Planning and Zoning Commission meeting Item D8 can be found at the following link: <https://flowermoundtx.swagit.com/play/04232018-1439>

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 a Master Plan Amendment (MPA18-0002 – Morriss Road) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Morriss Road from a Major Arterial to a specified Urban Minor Arterial between Justin Road (FM 407) and Flower Mound Road (FM 3040) and by amending text related to Morriss Road being six lanes., and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 8

DATE: April 23, 2018

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA18-0002 – Morriss Road) to amend Section 7.0, Thoroughfare Plan, by changing the designation of Morriss Road from a Major Arterial to a specified Urban Minor Arterial between Justin Road (FM 407) and Flower Mound Road (FM 3040) and by amending text related to Morriss Road being six lanes. *(The Transportation Commission recommended approval by a vote of 4 to 2 at its April 20, 2018, meeting.)***

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations. The Transportation Commission packet for this case and associated attachments are included with this item (Attachment A.1).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

This application was presented to the Transportation Commission (TRC) on April 10, 2018 (see Attachment A.1 for details). The video of the meeting can be viewed at: <https://flowermoundtx.swagit.com/play/04102018-2040> Item F2.

A. Thoroughfare Plan Amendment

Beyond the change to the Thoroughfare Plan, there are references in Section 7.0 regarding Morriss Road. Under Analysis of Future Conditions, numbered Paragraph 1 lists various roadways which include Morriss Road that are projected to carry the most traffic. This paragraph would be changed to exclude Morriss Road being listed as a Major Arterial. It would remain being listed as a road that is projected to carry the most traffic.

Under Analysis of Future Conditions, numbered Paragraph 6 identifies the need to widen Morriss Road to six lanes. The paragraph would be modified by removing the wording after the word Morriss.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Master Plan amendment requests. To date, seven correspondence have been received (Attachment A.2). Additional correspondence

received after the packet posting will be handed out at the Planning and Zoning Commission meeting.

IV. ATTACHMENTS

A. Background Information

1. Transportation Commission Agenda Item F, April 10, 2018
2. Correspondence

**TRANSPORTATION COMMISSION AGENDA ITEM NO. 2****REGULAR ITEM**

DATE: April 10, 2018

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Consider a recommendation regarding a Thoroughfare Plan Amendment for Morriss Road from Flower Mound Road (FM 3040) to Justin Road (FM 407) to the Town Council.**

BACKGROUND INFORMATION: This item is to consider changes to the Master Transportation Plan, more specifically the Thoroughfare Plan regarding Morriss Road between Flower Mound Road (FM 3040) and Justin Road (FM 407). A copy of the existing Thoroughfare Plan is included as Attachment 1. Morriss Road as it is currently built resembles a Greenway Urban Arterial and is designated as a Major Arterial on the current Thoroughfare Plan.

At the February 5, 2018, Town Council meeting, the direction from the Council was for the Transportation Commission to study the need for Morriss from FM 3040 to FM 407 to be a Major Arterial street. The agenda packet and video from this meeting can be found at the following links:

- Agenda Item, <http://www.flower-mound.com/ArchiveCenter/ViewFile/Item/4005>
- Video, <http://flowermoundtx.swagit.com/play/02052018-1085>

Results of the Town Council meeting were unanimous that the Council was not interested in building Morriss Road to its current Thoroughfare Plan cross section (6 lane divided arterial). The Town Council voted to keep Morriss Road as a 4 lane divided roadway. Discussion amongst the Council was to change it to one of the 4 lane arterial cross sections and asked the Transportation Commission to study Morriss Road and to give their recommendation.

At the March 27, 2017, Joint Work Session between the Town Council and the Transportation Commission, Town Council provided direction to the Transportation Commission regarding Morriss Road. The video from this Joint Work Session can be found at the following link.

- Video, <http://flowermoundtx.swagit.com/play/03272018-1379>

The purpose of this item is to discuss the appropriate Thoroughfare Cross Section for Morriss Road.

ALTERNATIVES/OPTIONS: Leave Morriss Road as is, change to a Greenway Urban Arterial or as one of the Urban Minor Arterials.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

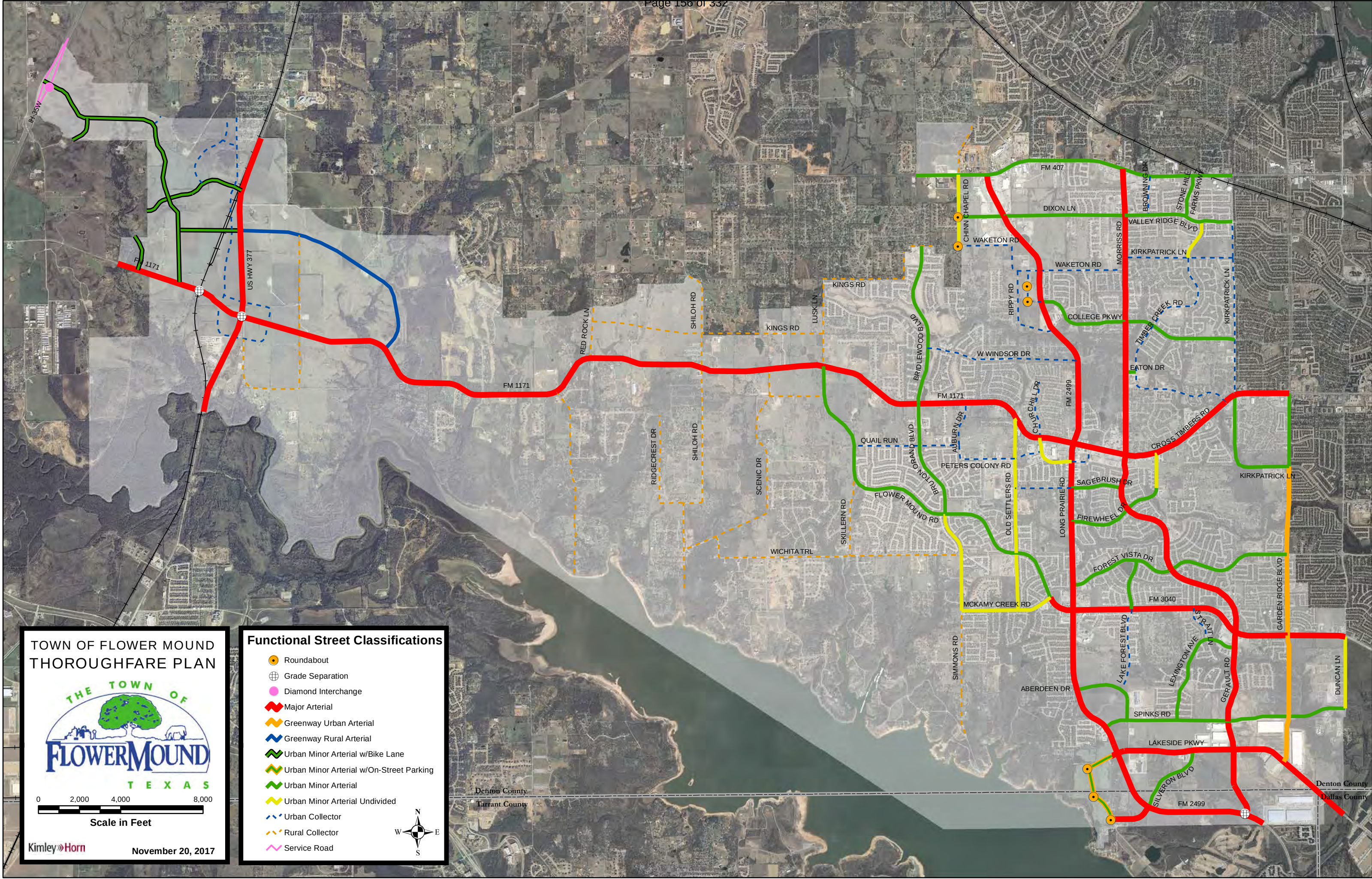
ATTACHMENTS:

1. Existing Thoroughfare Plan

DRAFT RECOMMENDATIONS: Move to recommend that Morriss Road from Flower Mound Road (FM 3040) to Justin Road (FM 407) be changed to an Urban Minor Arterial (*specify type*) on the Thoroughfare Plan to the Town Council.

Move to recommend that Morriss Road from Flower Mound Road (FM 3040) to Justin Road (FM 407) remain as currently shown on the Thoroughfare Plan to the Town Council.

Move to recommend that Morriss Road from Flower Mound Road (FM 3040) to Justin Road (FM 407) be changed to a Greenway Urban Arterial on the Thoroughfare Plan to the Town Council.



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, TO AMEND SECTION 7.0, THOROUGHFARE PLAN, BY CHANGING THE DESIGNATION OF MORRISS ROAD TO AN URBAN MINOR ARTERIAL - DIVIDED ON THE THOROUGHFARE PLAN MAP; AND AMENDING TEXT IN SECTION 7.0, THOROUGHFARE PLAN, RELATED TO THE CLASSIFICATION OF MORRISS ROAD, REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, The Town of Flower Mound Master Plan 2001, which document has been updated and amended from time to time and is now known and referred to simply as the Master Plan, establishes and articulates a community based vision to: preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community; mitigate the ill effects of rapid and intense urbanization; create a balanced tax base to ensure the Town's long-term economic health and prosperity; and ensure all development is of enduring and exemplary quality; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on April 23, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 21, 2018, with respect to the Master Plan Amendment described herein; and,

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

WHEREAS, 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 and of all testimony and information submitted during said public hearings, the Town Council of the Town of Flower Mound, Texas, has determined that it is in the

ORDINANCE NO. _____**PAGE 2**

public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town of Flower Mound that Section 7.0 Thoroughfare Plan of the Master Plan of the Town of Flower Mound, Texas, be amended as more particularly set forth herein.

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

SECTION 1

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

SECTION 2

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended as described below:

a) Section 7.0, Thoroughfare Plan, is hereby amended, in part, as follows:

- A revised Thoroughfare Plan Map, as depicted in Exhibit "A," attached hereto and incorporated for all purposes, is hereby adopted which changes Morriss Road from a Major Arterial to an Urban Minor Arterial - Undivided on the Thoroughfare Plan.

- Paragraph 1 of the "Analysis of Future Conditions" section shall read in its entirety as follows:

"The roadways projected to carry the most traffic within Flower Mound are FM 1171, FM 3040, Morriss Road, FM 2499, Gerault Road, and US 377. Defined as Major Arterials, except Morriss Road, these roadways should be planned to carry significant traffic in the year 2020, and efforts to coordinate with TxDOT to obtain funding and construct improvements continue."

- Paragraph 6 of the "Analysis of Future Conditions" section shall read in its entirety as follows:

"The projected volume of Morriss Road is expected to be over 25,000 vehicles per day. Gerault Road has been improved to a six-lane section to provide a direct connection from Morriss Road to SH 121."

ORDINANCE NO. _____**PAGE 3****SECTION 3**

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

SECTION 4

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by 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 5

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 6

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 21 ST DAY OF MAY, 2018.

APPROVED:

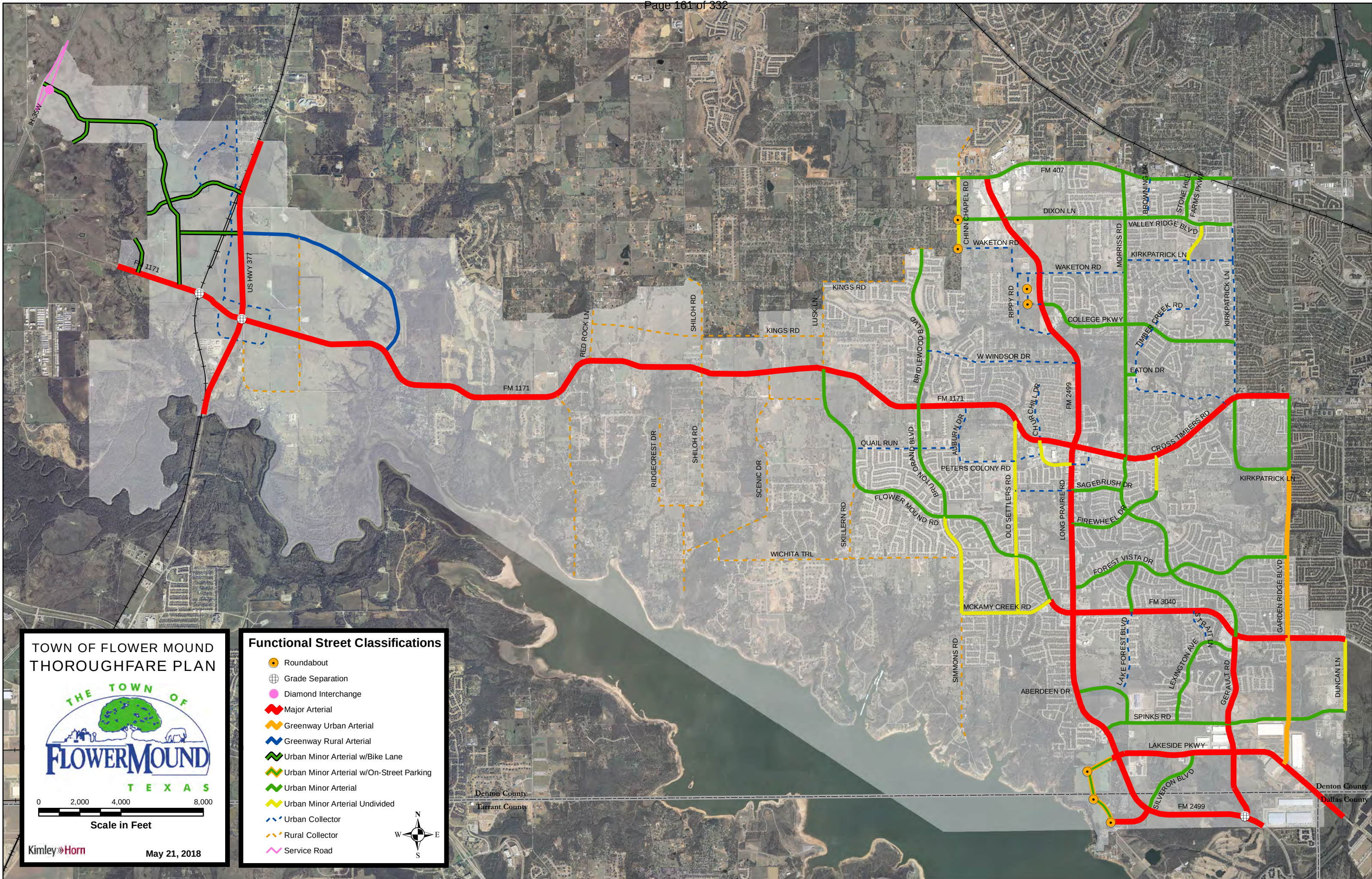
Thomas E. Hayden, MAYOR

ORDINANCE NO. _____

PAGE 4

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN OF FLOWER MOUND
THOROUGHFARE PLAN

0 2,000 4,000 8,000
Scale in Feet

KimleyHorn May 21, 2018

Functional Street Classifications

- Roundabout
- Grade Separation
- Diamond Interchange
- Major Arterial
- Greenway Urban Arterial
- Greenway Rural Arterial
- Urban Minor Arterial w/Bike Lane
- Urban Minor Arterial w/On-Street Parking
- Urban Minor Arterial
- Urban Minor Arterial Undivided
- Urban Collector
- Rural Collector
- Service Road



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: May 21, 2018
FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer
ITEM: Consider Improvement Plan Options to be included in the Morriss Road Improvements Project.

BACKGROUND INFORMATION: Attached is the Transportation Commission (TRC) report regarding the Morriss Road Improvement Plan Options as backup for this item, Attachment 1. Video from the April 10th TRC meeting Item F3 can be found at the following link: <https://flowermoundtx.swagit.com/play/04102018-2040>

BOARD REVIEW/CITIZEN FEEDBACK: The TRC reviewed the various items that were presented at the April 10th meeting. The TRC voted to recommend the various options under priorities. The items within the various priorities are not in any specific order within those categories. The priorities that the TRC recommended are located within the draft minutes of the April 10, 2018, meeting, Attachment 2. An additional Roadway Option was added regarding changing the outside westbound turn lane of Forest Vista Drive at Morriss Road to an exclusive right turn lane.

ALTERNATIVES/OPTIONS: Accept or reject any of the options presented.

FISCAL IMPACT: Fiscal Impact is dependent on options selected

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Transportation Commission Agenda Item
2. Excerpt of Draft Minutes from April 10, 2018, Transportation Commission meeting
3. Proposed Project Phasing
4. Other Project Considerations

DRAFT MOTION: Move to approve that the following items: _____ be included in the Morriss Road Improvements Project.

**TRANSPORTATION COMMISSION AGENDA ITEM NO. 3****REGULAR ITEM**

DATE: April 10, 2018

FROM: Matthew J. Hotelling, P.E., PTOE, Traffic Engineer

ITEM: **Consider a recommendation regarding roadway improvement options for Morriss Road Improvement Project, primarily between Flower Mound Road (FM 3040) to Cross Timbers Road (FM 1171), to the Town Council.**

BACKGROUND INFORMATION: This item is to consider various roadway options regarding improvements to Morriss Road, primarily between Flower Mound Road (FM 3040) and Cross Timbers Road (FM 1171).

At the March 27, 2017, Joint Work Session between the Town Council and the Transportation Commission, additional roadway improvements were brought forward by the citizen task force, Town Council and staff. At the request of the citizen task force, their presentation regarding Morriss Road was forwarded to the Transportation Commission for review. Video of the items discussed by all parties at the Joint Work Session can be found at the following link.

- Video, <http://flowermoundtx.swagit.com/play/03272018-1379>

The Morriss Road Improvement project has been broken down into a base project and possible added optional improvements. The list of added optional improvements presented by staff at the Joint Work Session is included as Attachment 1.

The base project for the Morriss Improvement Project is as follows:

- Panel Replacement
 - o Flower Mound Road (FM 3040) to Garden Road
 - o Garden Road to Firewheel Drive
- Water Line Replacement
 - o Forest Vista Drive to Garden Road
- Americans with Disability Act (ADA) Improvements
 - o Flower Mound Road (FM 3040) to Garden Road
 - o Garden Road to Firewheel Drive

The limits of the Panel Replacement portion of the project are dependent on the amount of funds available in the Dedicated Sales Tax Street Reconstruction funds. If all funds are expended on Morriss Road, it will limit what can be done in other areas of town. It is estimated that approximately 50% of the panels are in need of replacement and are not necessarily contiguous to each other.

The water line replacement portion of the project provides for replacement of the existing deteriorating water line from Forest Vista Drive to Garden Road.

The ADA improvements are taken from the Town's ADA Transition Plan as locations identified during the self-evaluation process. These corrections are required to bring the Town into compliance with the ADA. These improvements include existing slope issues, obstructions and other ADA related items.

ALTERNATIVES/OPTIONS: Proceed only with base project or recommend additional options to the base project to be included as part of the improvement project.

FISCAL IMPACT: Decisions made will affect the Capital Improvement Program and amount of potential future debt needed to cover costs.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. List of Additional Optional Improvements

DRAFT RECOMMENDATIONS: Move to recommend the following list of options (*specify list*) be added to the base project of the Morriss Road Improvement Project to the Town Council.

List of possible Project Options

A, B and C are the base project items.

Project Option	Morriss Roadway Improvement Project Additional Options
D	12-ft Lanes - FM 3040 to FM 1171
E	12-ft Lanes with Bike Lane - FM 3040 to FM 1171
F	Fuqua and FMS Right Turn Lane
G	FM 3040 Intersection Improvements
H	Crosswalk - New Striping Pattern
I	Crosswalk - Upgraded Material
J	Crosswalk - Stamped Concrete
K	Crosswalk - Flashing
L	Forestwood Middle School Crosswalk at Garden
M	Garden Intersection
N	Garden @ Firewheel - 3-Way Stop
O	Extended School Zones
P	Extend SB Left Turn Lane at Forest Vista
Q	Extend SB Left Turn Lane at Garden
R	Restripe FM 3040 to FM 407
S	Warning Signs at Curves
T	Dynamic Speed Limit Signs
U	North of 1171 - Kirkpatrick Crosswalk
V	North of 1171 - Eaton Crosswalk
W	North of 1171 - Valley Ridge Intersection

FLOWER MOUND TRANSPORTATION COMMISSION MEETING OF APRIL 10, 2018

3 of 5

3. Consider a recommendation regarding roadway improvement options for Morriss Road Improvement Project, primarily between Flower Mound Road (FM 3040) to Cross Timbers Road (FM 1171), to the Town Council.

Presenter

Matt Hotelling, Traffic Engineer

Public Participation –

Bjorn Vandug, 2016 Barton Creek Land, Flower Mound – In favor of the following improvements: Garden Intersection, Garden at Firewheel - 3-Way Stop, Extended School Zones, Extend SB Left Turn Lane at Forest Vista, Warning Signs at Curves, Dynamic Speed Limit Signs, North of 1171 - Eaton Crosswalk, and North of 1171 - Valley Ridge Intersection.

Mary Strickland, 3204 Springwood Road, Flower Mound – In favor of the following improvements: Garden Intersection, Garden at Firewheel - 3-Way Stop, Extended School Zones, Extend SB Left Turn Lane at Forest Vista, Warning Signs at Curves, Dynamic Speed Limit Signs, North of 1171 - Eaton Crosswalk, and North of 1171 - Valley Ridge Intersection.

Jim Engel, 6110 Bayberry Street, Flower Mound – In favor of the following improvements: Garden Intersection, Garden at Firewheel - 3-Way Stop and Warning Signs at Curves.

Tony Lawrence, 1121 Coker Drive, Flower Mound – Suggested the possibility of a roundabout at the Garden Intersection being a proposed option for the Morriss Road Improvement Project and the need for better drainage for the subterranean pedestrian walkway.

Commission Deliberation

Commissioner Larson made a motion to recommend a proposed list of options be added to the base project of the Morriss Road Improvement Project to the Town Council. Vice Chair Reed seconded the motion. The proposed list is as follows:

Priority #1 (in random order):

- Fuqua and FMS Right Turn Lane
- FM 3040 Intersection Improvements
- Garden Intersection
- Garden at Firewheel - 3-Way Stop
- Extended School Zones

Priority #2:

- North of 1171 - Valley Ridge Intersection

Priority #3 (in random order):

- Extend Southbound Left Turn Lane at Forest Vista
- Extend Southbound Left Turn Lane at Garden

FLOWER MOUND TRANSPORTATION COMMISSION MEETING OF APRIL 10, 2018

4 of 5

Priority #4 (in random order):

- North of 1171 - Kirkpatrick Crosswalk
- North of 1171 - Eaton Crosswalk

Postpone:

- Dynamic Speed Limit Signs

Defer until more information is available:

- Exclusive Westbound Right Turn Lane at Forest Vista and Morriss

VOTE ON THE MOTION

Motion passed

AYES: Gilmore, Hogue, Larson, Reed, Horne, Caput

NAYS: None

ABSTAIN: None

ABSENT: Gunter, Smiley

4. Consider a recommendation to staff for a proposed list of Proposed Sidewalk Links locations for inclusion in the FY2018-2019 Sidewalk Links Construction Project, through the Annual Budget process.

Presenter

Matt Hotelling, Traffic Engineer

Commission Deliberation

Commissioner Gilmore made a motion to recommend to staff a proposed list of Proposed Sidewalk Links locations for inclusion in the FY2018-2019 Sidewalk Links Construction Project, through the Annual Budget process. Commissioner Caput seconded the motion. The proposed list is as follows:

- **FM407** (South side – from east of Morriss Road to Browning Drive)

VOTE ON THE MOTION

Motion passed

AYES: Caput, Horne, Reed, Larson, Hogue, Gilmore

NAYS: None

ABSTAIN: None

ABSENT: Gunter, Smiley

5. Consider a recommendation on a revision to the current FY2017-2018 Streetlight Installation project location list and to provide a list of proposed streetlight locations for installation through a FY2018-2019 Streetlight Installation Project to be added through the Annual Budget process to the Town Council.

PROPOSED PROJECT PHASING

OPTION	AMOUNT	PHASE	TRANSPORTATION COMMISSION PRIORITY
Panel Replacement (3040 to Garden)	\$ 6M	I	
ADA (3040 to Garden)	\$760,000	I	
Water Line Replacement (Forest Vista to Garden)	\$1M	I	
FM 3040 Intersection Improvements	\$500,000	I	1
Fuqua and FMS Right Turn Lane	\$380,000	I	1
Panel Replacement (Garden to Firewheel)	\$300,000	II	
ADA (Garden to Firewheel)	\$147,000	II	

OTHER PROJECT CONSIDERATIONS

OPTION	AMOUNT	PHASE	TRANSPORTATION COMMISSION PRIORITY
Garden Intersection	\$15,000	I	1
Garden at Firewheel - 3-Way Stop	\$1,000	STAFF	1
Extended School Zones	\$5,000	STAFF	1
North of 1171 - Valley Ridge Intersection	\$130,000	I/II	2
Extend SB Left Turn Lane Forest Vista	\$50,000	I	3
Extend SB Left Turn Lane Garden	\$50,000	I	3



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: May 21, 2018

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for six (6) specimen trees on property proposed for development as Flower Mound Church of Christ. The property is generally located south of Karnes Road and east of Old Settlers Road. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 6, 2018, meeting).***

BACKGROUND INFORMATION: The Flower Mound Church of Christ development is generally located south of Karnes Road and east of Old Settlers Road. The site is approximately 2.026 acres in size. The site is currently master planned for Office and is zoned for Agriculture (A) uses. According to the tree survey for the project, the site contains fifteen (15) specimen trees. The applicant is requesting to remove six (6) specimen trees from the site in order to build a church. The six (6) specimen trees proposed for removal are all in good to fair condition and located within the proposed buildable area.

The following is a list of the six (6) specimen trees requested for removal: Tree #553 – 23.5" post oak; Tree #555 – 27" post oak (fair condition because of overhead utility line clearing on the tree's west side); Tree #570 – 25.5" post oak; Tree #571 – 26" post oak; Tree #572 – 23" post oak, and Tree #612 – 24" post oak

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Mitigation for the six (6) specimen trees would be in the form of 297" of replacement trees, equaling 99 three-inch caliper trees. However, the developer is proposing to preserve a significant amount of protected and specimen trees on the site; therefore, there will be no tree mitigation based on the new tree credit schedule under the Town's tree ordinance.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its March 6, 2018, meeting. The ECC recommended approval of the requested permit to remove the specimen trees. A link to the ECC meetings can be found at:

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

CITIZEN FEEDBACK: As of May 18, 2018, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photographs of the specimen trees proposed for removal.
4. Project Tree Survey.

DRAFT MOTION: Move to approve the requested permit for the removal of six (6) specimen trees on property proposed for development as Flower Mound Church of Christ. The property is generally located south of Karnes Road and east of Old Settlers Road.



March 13, 2018

Jimmy Hoefert, Environmental Review Analyst
 Town of Flower Mound
 1001 Cross Timbers Road, Suite 2330
 Flower Mound, TX 75028

Reference: Tree Removal Permit Application
 Lot 1, Block A
 2.026 Acres J. Stewart Survey, Abstract No. 1161
 3800 Old Settlers Road
 Town of Flower Mound
 Denton County, Texas

Dear Mr. Hoefert:

On behalf of the owner/developer on the aforementioned property, we are requesting that (6) specimen trees (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The trees are being requested to be removed due to site and design conditions which thereby mean the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the trees included in the permit application.

TREE TABULATIONS FROM THE SPECIMEN TREE SURVEY

Total specimen trees	15 Trees
Total specimen trees removed	6 Trees

Several plans were generated with various renditions of each based on saving the specimen tree as per the owner. Due to preexisting conditions, grading, Town of Flower Mound Engineering Standards, and site conditions, the specimen tree is not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

The following are the specimen trees we are requesting to be removed:

- | | |
|--------------|------------------------|
| 1. Tree #553 | 23.5" caliper Post Oak |
| 2. Tree #555 | 27" caliper Post Oak |
| 3. Tree #570 | 25.5" caliper Post Oak |
| 4. Tree #571 | 26" caliper Post Oak |
| 5. Tree #572 | 23" caliper Post Oak |
| 6. Tree #612 | 24" caliper Post Oak |

These trees are being removed due to existing conditions and site constraints.

Tree Removal Permit Letter of Intent
Flower Mound Church of Christ
Page 2

Based on the above data, I respectfully ask that the trees enumerated above be allowed to be removed from the site.

Thank you for your consideration.

Respectfully Submitted,

A handwritten signature in green ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Ron Stewart, ASLA
Landscape Architect, TX #791

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 2/17/00- present)

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

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

Name:

Ron Stewart

Address:

111 Hillside Dr.
Lewisville, TX 75057

Phone:

972-436-9212

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s) Flower Mound Church of Christ

Address: 4900 Wichita Trail

Flower Mound, TX 75022

3. Location and Legal Description of Property:

Lot 1, Block A

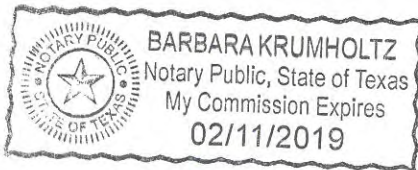
2.026 Acres J. STEWART SURVEY, ABSTRACT NO. 1161

Town of Flower Mound, ~~Farrant~~ Denton County, Texas

page 2 of 3.

4. Owner's Authorization of Representation

I, Donny Stanton, the owner of the above described real property, do hereby authorize Ron Stewart to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Vegetation), of the Land Development Code of the Town of Flower Mound, Texas.



Donny Stanton
Signature of Owner

Given Under My Hand and Seal of Office
This the 15 Day of February, 2018

Barbara Krumholtz
Notary Public

In and For Dallas County, Texas.

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

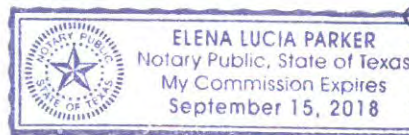
Subject to criminal penalties contained in Chapter 12, Land Development Code of the Town of Flower Mound, Texas, I Ron Stewart, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 791

State of Licensure TX

Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office
This the 14 Day of FEB, 2018

Elena Lucia Parker
Notary Public

In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 2/16/2018 by (initials) JRH.

Flower Mound Church of Christ -
Specimen trees proposed for removal

Tree #553 – 23.5" post oak



Tree #555 – 27" post oak



Tree #570 – 25.5" post oak

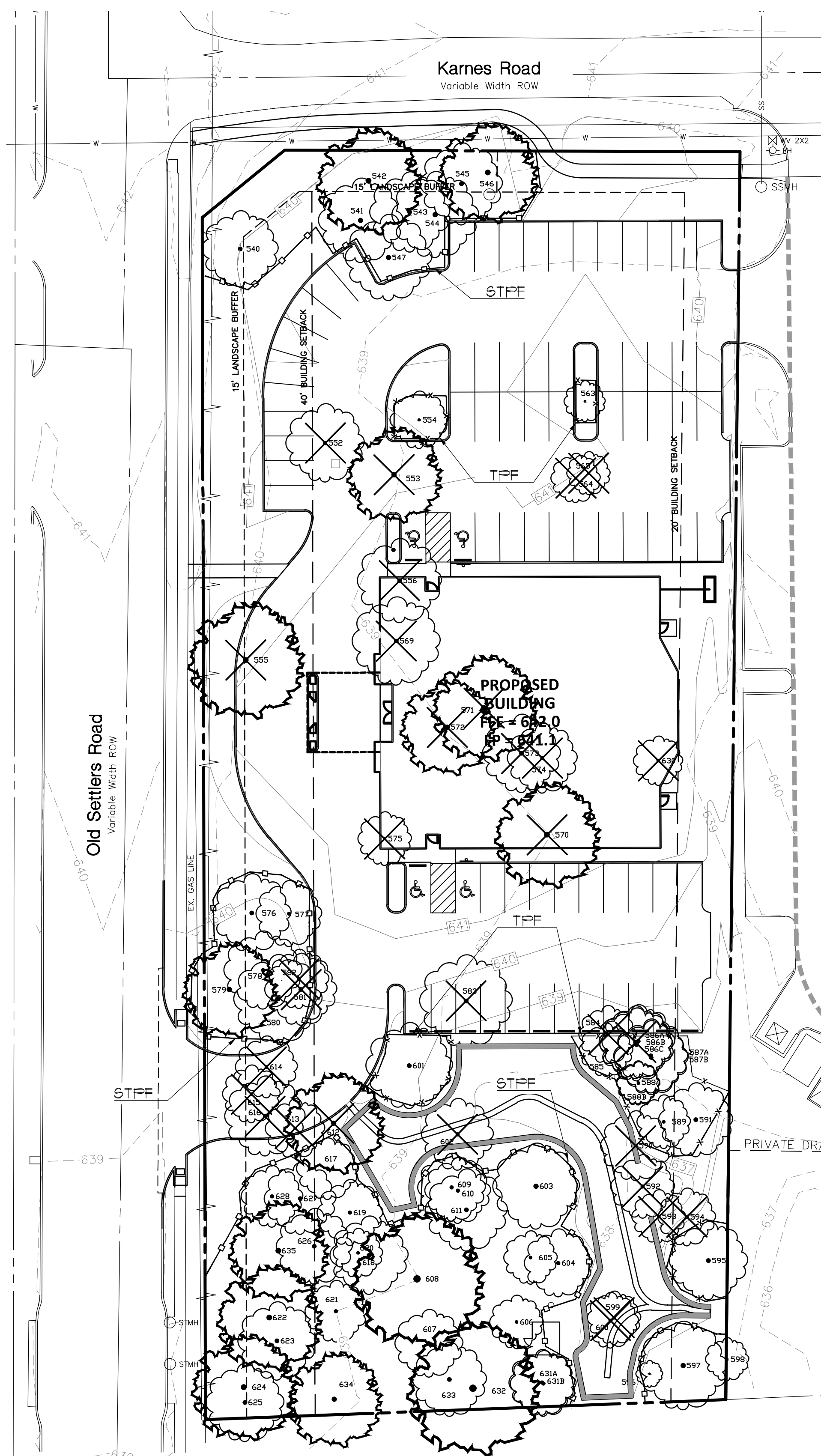


Tree #571 – 26" post oak





File: J:\2017\17335\Drawings\17335_6_Cover_Sheet.dwg Date: 3/13/2018 3:56 PM by: Brad Wright, Owner
Printed: 3/13/2018 3:56 PM by: Brad Wright, Owner 3/13/2018 3:56 PM, 11 x 17 in



LEGEND

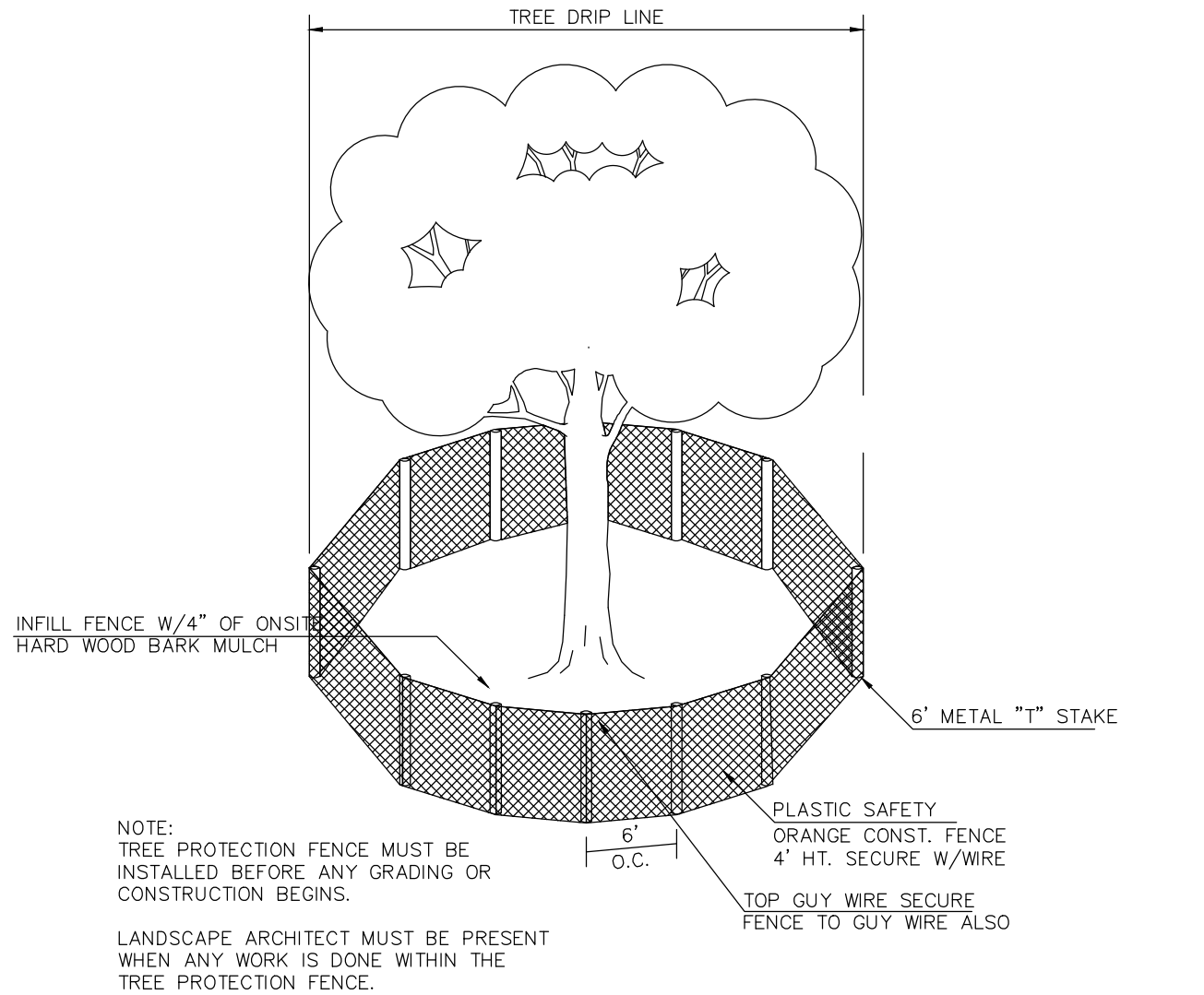
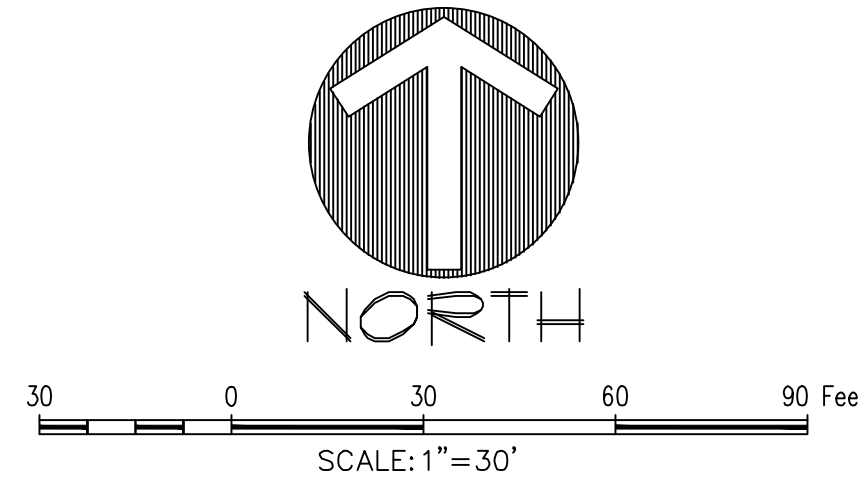
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- PROTECTED TREE TO REMAIN
- PROTECTED TREE TO BE REMOVED
- SPECIMEN TREE PROTECTION FENCING (STPF)
- TREE PROTECTION FENCING (TPF)

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

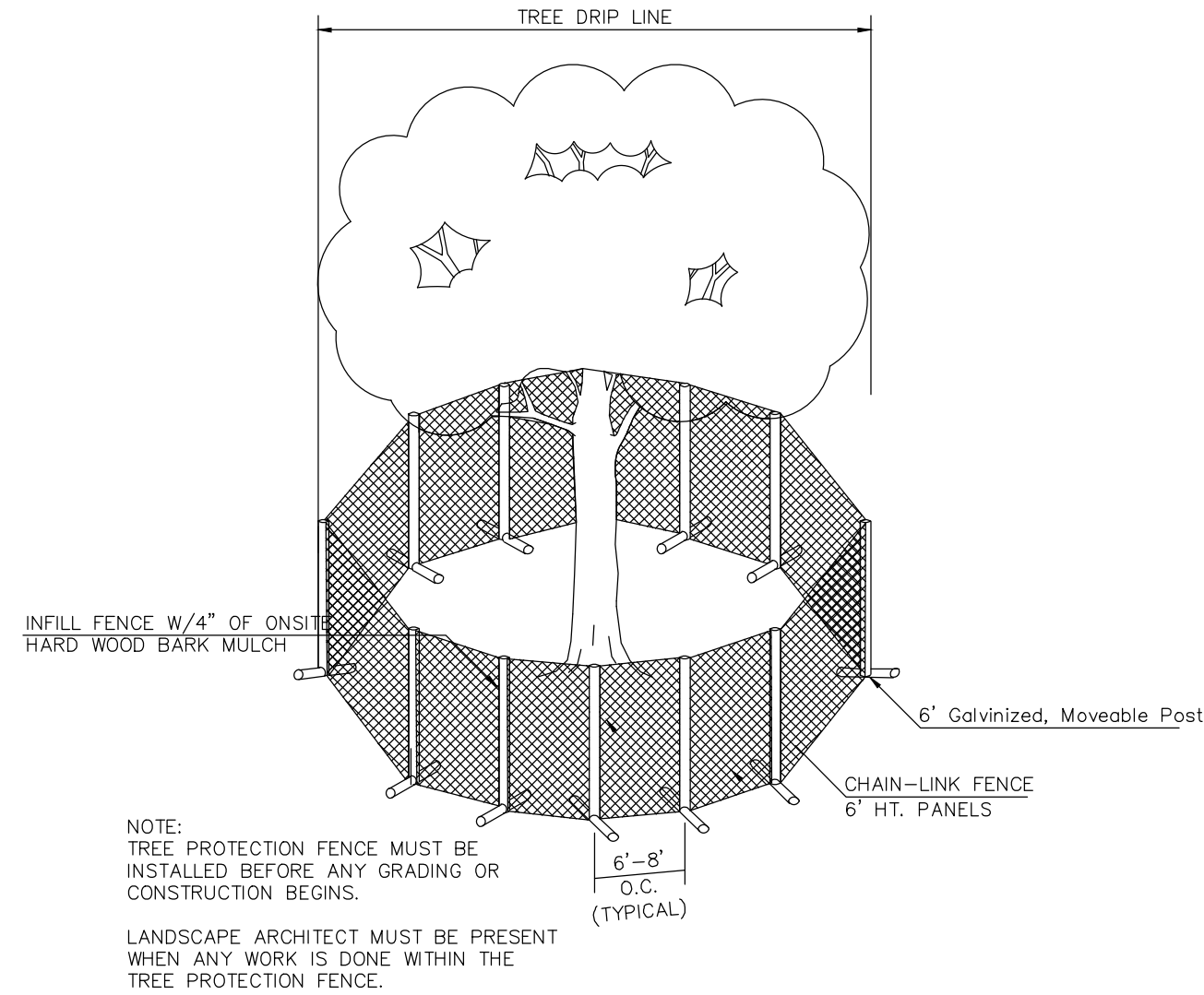
- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The area of undisturbed natural soil around a tree defined by a concentric circle with a radius in feet equal to the number of inches of trunk diameter.
 - 2) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the CRZ or as shown on approved plans.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standards and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning.
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Tree preservation requires a commitment to preserving and maintaining retained trees, as well as any removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group of trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material.
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drains or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

TREE CHART

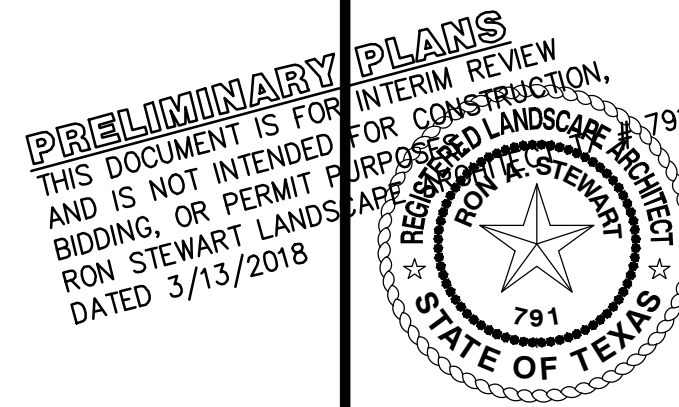
TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMARKS	REMOVED	MITIGATION	CREDITS
540	18.5	Post Oak	Quercus stellata	Yes	Oba			
541	20.5	Post Oak	Quercus stellata	Yes	BA			4
542	25	Post Oak	Quercus stellata	Yes	Specimen, OBA			
543	19.5	Post Oak	Quercus stellata	Yes	BA			4
544	21	Post Oak	Quercus stellata	Yes	BA	Yes	3	
545	20	Post Oak	Quercus stellata	Yes	Oba			
546	24.5	Post Oak	Quercus stellata	Yes	Specimen, OBA			
547	21	Post Oak	Quercus stellata	Yes	BA	Yes	3	
552	19	Post Oak	Quercus stellata	Yes	BA	Yes	3	
553	23.5	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	47	
554	14	Post Oak	Quercus stellata	Yes	BA			4
555	27	Post Oak	Quercus stellata	Yes	Specimen, BA			
556	20.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
563	10	Pecan	Carya illinoensis	Yes	BA			1
564	12	Pecan	Carya illinoensis	Yes	BA	Yes	3	
565	10.5	Pecan	Carya illinoensis	Yes	BA	Yes	3	
569	21.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
570	25.5	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	51	
571	26	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	52	
572	23	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	46	
573	19	Post Oak	Quercus stellata	Yes	BA	Yes	3	
574	17	Post Oak	Quercus stellata	Yes	BA	Yes	3	
575	13	Post Oak	Quercus stellata	Yes	BA	Yes	3	
576	19	Post Oak	Quercus stellata	Yes	BA			4
577	16	Post Oak	Quercus stellata	Yes	BA			4
578	19	Post Oak	Quercus stellata	Yes	BA			4
579	22	Post Oak	Quercus stellata	Yes	Specimen, OBA			
580	21.5	Post Oak	Quercus stellata	Yes	BA			4
581	17.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
582	14.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
583	21	Post Oak	Quercus stellata	Yes	BA	Yes	3	
584	14	Post Oak	Quercus stellata	Yes	BA	Yes	3	
585	13	Post Oak	Quercus stellata	Yes	BA			4
589	13	Post Oak	Quercus stellata	Yes	BA			4
590	17	Post Oak	Quercus stellata	Yes	BA	Yes	3	
591	18	Post Oak	Quercus stellata	Yes	BA			4
592	15.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
593	13	Post Oak	Quercus stellata	Yes	BA	Yes	3	
594	14	Post Oak	Quercus stellata	Yes	BA	Yes	3	
595	19	Post Oak	Quercus stellata	Yes	BA			4
596	6.5	Black Walnut	Juglans nigra	Yes	BA			1
597	21.5	Post Oak	Quercus stellata	Yes	BA			4
598	10.5	American Elm	Ulmus americana	Yes	BA			1
599	13	Post Oak	Quercus stellata	Yes	BA	Yes	3	
600	13.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
601	21	Post Oak	Quercus stellata	Yes	BA			4
602	17.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
603	21	Post Oak	Quercus stellata	Yes	BA			4
604	16.5	Post Oak	Quercus stellata	Yes	BA			4
605	13	Post Oak	Quercus stellata	Yes	BA			4
606	13	Post Oak	Quercus stellata	Yes	BA			4
607	16.5	Post Oak	Quercus stellata	Yes	BA			4
608	32.5	Post Oak	Quercus stellata	Yes	Specimen, BA			6
609	16.5	Post Oak	Quercus stellata	Yes	BA			4
610	16	Post Oak	Quercus stellata	Yes	BA			4
611	20	Post Oak	Quercus stellata	Yes	BA			4
612	24	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	48	
613	14.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
614	15	Post Oak	Quercus stellata	Yes	BA	Yes	3	
615	14	Post Oak	Quercus stellata	Yes	BA	Yes	3	
616	19.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
617	15	Post Oak	Quercus stellata	Yes	BA			4
618	19	Post Oak	Quercus stellata	Yes	BA			4
619	16	Post Oak	Quercus stellata	Yes	BA			4
620	12	Post Oak	Quercus stellata	Yes	BA			2
621	15	Post Oak	Quercus stellata	Yes	BA			4
622	25	Post Oak	Quercus stellata	Yes	Specimen, BA			6
623	19	Post Oak	Quercus stellata	Yes	BA			4
624	26	Post Oak	Quercus stellata	Yes	Specimen, OBA			
625	19	Post Oak	Quercus stellata	Yes	Oba			
626	17.5	Post Oak	Quercus stellata	Yes	BA			4
627	17.5	Post Oak	Quercus stellata	Yes	BA			4
628	15	Post Oak	Quercus stellata	Yes	BA			4
630	12	Slippery Elm	Ulmus rubra	Yes	BA	Yes	3	
632	33	Post Oak	Quercus stellata	Yes	Specimen, BA			6
633	18	Post Oak	Quercus stellata	Yes	BA			4
634	22.5	Post Oak	Quercus stellata	Yes	Specimen, BA			6
635	24	Post Oak	Quercus stellata	Yes	Specimen, BA			6
586A	18	Post Oak	Quercus stellata	Yes	BA	Yes	3	
586B	18	Post Oak	Quercus stellata	Yes	BA	Yes	3	
586C	18	Post Oak	Quercus stellata	Yes	BA	Yes	3	
587A	18	Post Oak	Quercus stellata	Yes	BA			4
587B	18	Post Oak	Quercus stellata	Yes	BA			4
588A	10.5	Post Oak	Quercus stellata	Yes	BA			2
588B	13	Post Oak	Quercus stellata	Yes	BA			4
631A	16	Post Oak	Quercus stellata	Yes	BA			4
631B	16	Post Oak	Quercus stellata	Yes	BA			4
TOTALS								177
TOTAL MITIGATION INCHES								385
MITIGATION TREES								129
CREDITS								177
FINAL MITIGATION TREE REQUIREMENTS								48
TOTAL PROTECTED TREES ON SITE								74
TOTAL SPECIMEN TREES ON SITE								15
TOTAL PROTECTED TREES REMOVED								30
TOTAL SPECIMENS REMOVED								6
TOTAL INCHES REMOVED								623



TREE PROTECTION (PROTECTED)



TREE PROTECTION (Specimen)



Drawn By: VC
Date: 12/18/2017
Scale: 1"=30'
Revisions:
02/01/2018
02/15/2018

OWNER/DEVELOPER
FLOWER MOUND CHURCH OF CHRIST
4800 WITCHITA TRAIL
FLOWER MOUND, TX
Ph. 972-698-7240
Contact: BRAD WRIGHT

17335

T1.0

FLOWER MOUND CHURCH OF CHRIST

TREE SURVEY

Lot 1, Block A
in the
2026 Acres
J. STEWART SURVEY, ABSTRACT NO. 1161
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057
P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226
P: 940.240.1012 • F: 940.240.1028
TBPES Firm No. 1798 TBPES Firm No. 10047700

FLOWER MOUND CHURCH OF CHRIST



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: May 21, 2018

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for a Site Plan (SP17-0022 – Flower Mound Church of Christ) to develop a church building, with exceptions to Section 90-423, “Underground utilities,” and Section 82-242, “Street buffer landscaping,” of the Code of Ordinances. The property is generally located south of Karnes Road and east of Old Settlers Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 23, 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

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Site Plan (SP17-0022 – Flower Mound Church of Christ) to develop a church building, with exceptions to Section 90-423, “Underground utilities,” and Section 82-242, “Street buffer landscaping,” of the Code of Ordinances.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: April 23, 2018

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for a Site Plan (SP17-0022 - Flower Mound Church of Christ) to develop a church building, with exceptions to Section 90-423, "Underground utilities," and Section 82-242, "Street buffer landscaping," of the Code of Ordinances. The property is generally located south of Karnes Road and east of Old Settlers Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are exceptions to the Town's regulations which necessitate special consideration by the Commission (see Application Analysis below).

This project has a companion record plat (RC18-0002) for consideration on the same agenda.

Due to the applicant's request for an exception to Section 90-423, Underground utilities, this application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop a 10,910-square-foot, one-story with mezzanine, church. The approximate 2.027-acre parcel is undeveloped.

The site plan provides for two points of ingress/egress; 1) primary access from the east line of Old Settlers Road, and 2) secondary access along the south line of Karnes Road via a 26-foot-wide mutual access easement per the abutting record plat for Autumn Leaves of Flower Mound. The proposed site plan package includes required setbacks and landscaping (exclusive of street buffer; see below), inclusive of a detention pond, consistent with the Town's Land Development Regulations.

With respect to off-street parking, a total of 84 spaces are required with 72 spaces being provided. Town Code requires a parking study for a deviation in required parking, plus or minus 20 percent. As the applicant's proposal provides for a deviation of 14.2 percent, a study is not required. The building materials, color and architecture meet the architectural standards outlined in the Urban Design Plan. Except for the requested exception to the required street buffer, proposed landscaping is in compliance with the Town's landscape standards.

On [March 6, 2018](#), the Environmental Conservation Commission (ECC) reviewed a tree removal permit request for 6 specimen trees. The ECC recommended approval for the removal of the requested specimen trees, which will be forwarded to the Town Council for consideration at the same time as this site plan application.

Exception to Section 82-242, Street buffer landscaping

Section 82-242 of the Town Code requires the area of the lot adjacent to the street right-of-way line and extending into the lot for a minimum width as provided below shall be landscaped, except for necessary driveways. The minimum width of the required landscaped street buffer from both Old Settlers Road and Karnes Road is 15 feet.

The applicant is requesting an exception from the Town's street buffer landscaping requirements for the property frontage along Old Settlers Road. An approximately 60 linear foot length of the required buffer is being reduced from the required 15-foot width to approximately 12 feet in width.

The required street buffer along the south line of Karnes Road is being provided.

Exception to Section 90-423, Underground Utilities

The property possesses an approximate 440-foot-long section of overhead power lines along the east line of Old Settlers Road. The applicant is requesting an exception to Section 90-423, Underground utilities, of the Code of Ordinances to allow the overhead power lines to remain in the existing location. The applicant has provided a letter from the electric provider to support the requested exception [see Attachment A(3)].

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Letter from CoServ Electric

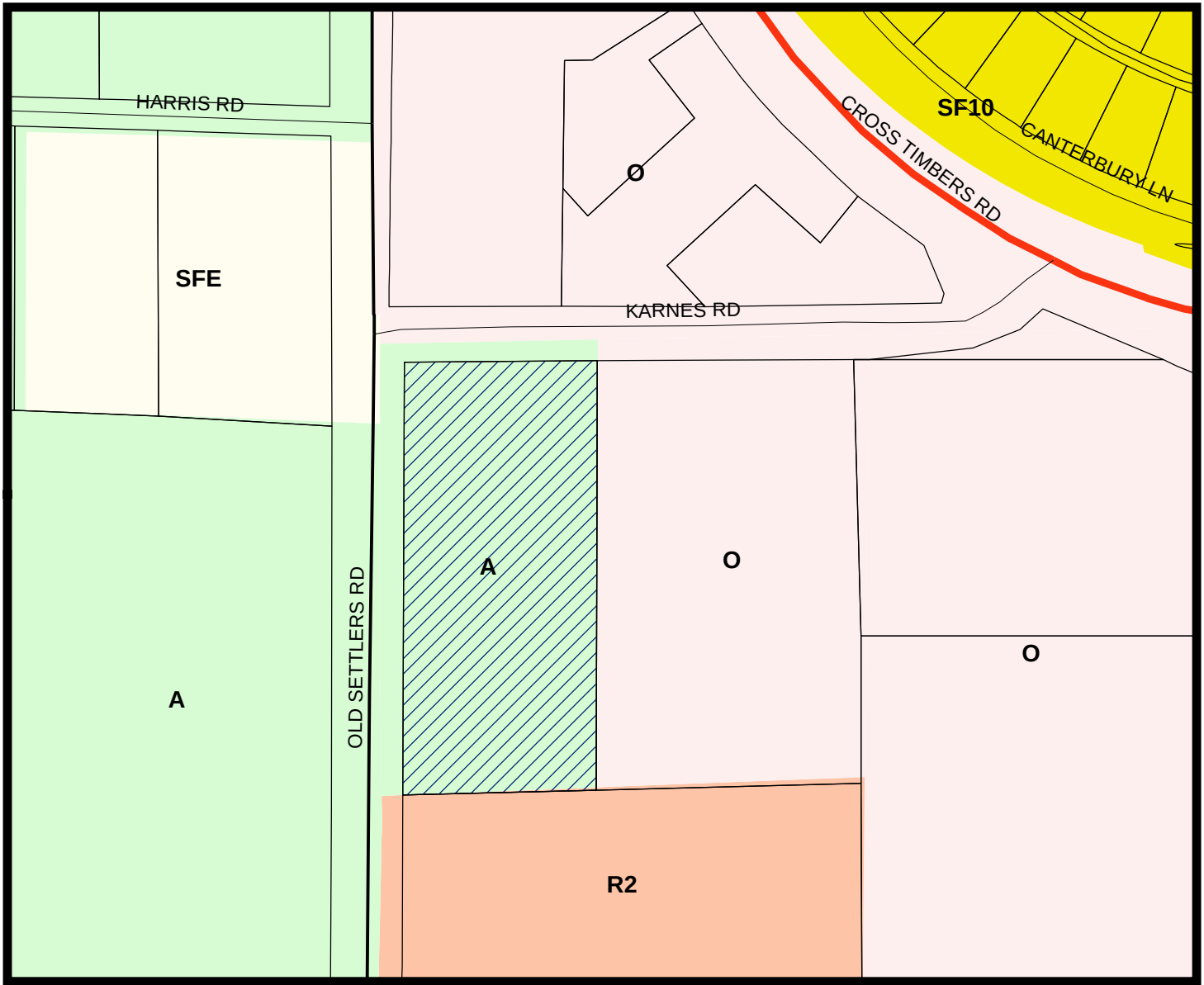
B. Application Details

1. Site Plan Package

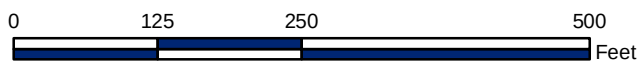
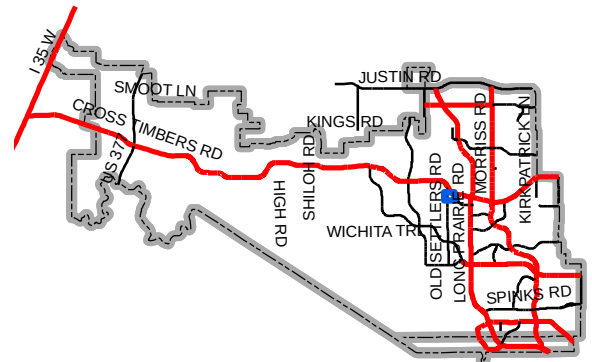
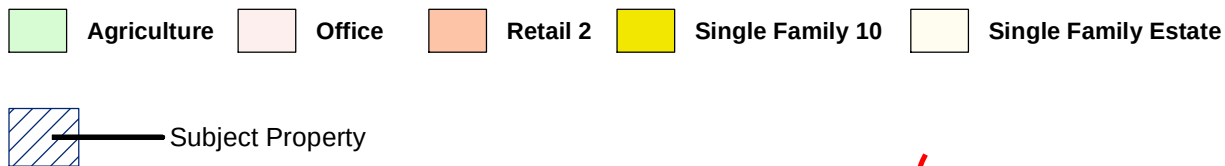


Vicinity Map

Reference Project: RC18-0002 & SP17-0022



LEGEND



Map Location



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

April 19, 2018

Richard Brown
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: FM Church of Christ Record Plat and Site Plan
Letter of Intent
G&A Job No. 17335**

Mr. Brown:

Please accept this letter, on behalf of the membership of the Flower Mound Church of Christ, for the Record Plat and the Site Plan submittals of Tract 42, Abstract 1161, of the J. Stewart Survey. This application includes an approximate 2.027 acre tract of land that is currently zoned an Agricultural District (A). We do not intend to change the zoning at this time. Our client intends to build a Church with 10,910 sq. ft. and the associated parking lot improvements per Town of Flower Mound requirements. FM Church of Christ intends to use this building as a place of worship and there will be no other uses. This project will be built as a single phase. We are requesting an exception from burying the overhead electric lines and have a letter from CoServe explaining their company's purpose in not wanting it buried. Another consideration we request is a 2-1/2' encroachment for the fire lane into the landscape buffer to accommodate a 20' rear building setback. We have shortened the building by 2-1/2' to reduce the encroachment to a minimum amount. We have provided enlarged landscape areas on each side of the encroachment to provide additional landscaping. The church intends to use roll out trash collection at this location. The church will coordinate with the refuse collector to determine the best location for pick up.

We are requesting removal of 6 specimen trees from the 15 total specimen trees on the site. ECC voted unanimously to approve the permit at the March 6th meeting.

We have made 3 submittals of the Site Plan and this is the second submittal of the Record Plat and hope to have approval soon.

Thank you in advance for your time and consideration of this project. Please don't hesitate to contact me with any further questions and/or comments.

Sincerely,

Douglas W. Weaver, P.E.

cc: Brad Wright
Foy Wallace
Greg Dasher

Z:\2017\17335\PDFs & Submittals\FP & Const. Plans\SITE PLAN\2018.01.31_2nd Submittal\2018.01.31 Revised LOI.doc



November 28, 2017

Flower Mound Church of Christ
c/o Greg Dasher
2201 Long Prairie Road, Suite 107-386
Flower Mound, Texas 75022

Re: Request to bury overhead lines.

Mr. Dasher,

This letter is to confirm that the overhead power lines running parallel to east side of Old Settlers Road and/or along the west side of the Flower Mound Church of Christ property in Flower Mound, Texas are CoServ Electric's facilities.

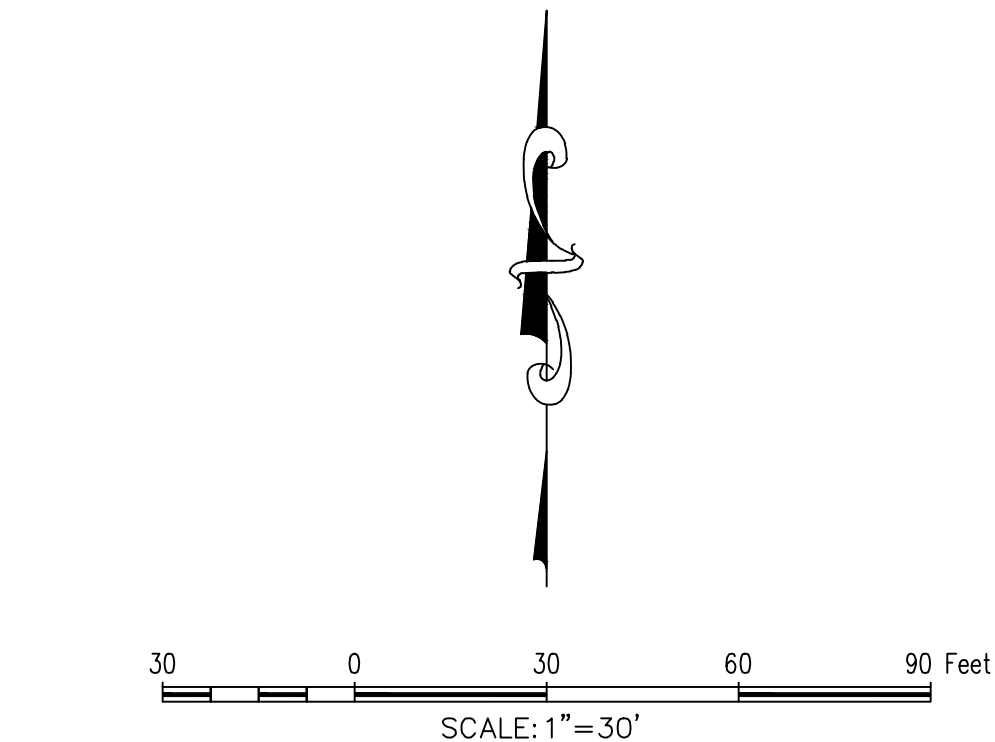
Due to the large number of failure points created by short sections of CoServ Electric's distribution system being placed underground, CoServ Electric implemented a policy that does not allow overhead facilities of less than 1,200' in length to be placed underground.

Upon written request, and if approved by CoServ Engineering, CoServ Electric will provide a ballpark estimate to convert an overhead section of not less than 1,200' in length, to underground; however, in this instance, the Town of Flower Mound's request for burial of overhead facilities does not meet CoServ's minimum requirements for a ballpark estimate, being that the property line along Old Settlers Road is approximately 440' in length. It is CoServ's position that burying this section of overhead primary line is not practical, in that it would jeopardize the integrity of the electrical circuit and possibly affect the quality of service provided in this area; therefore, CoServ will forgo any consideration of converting these facilities to underground. If you have any questions or need additional information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Brant Hargrave", written over a horizontal line.

Brant Hargrave
Engineering Services Manager



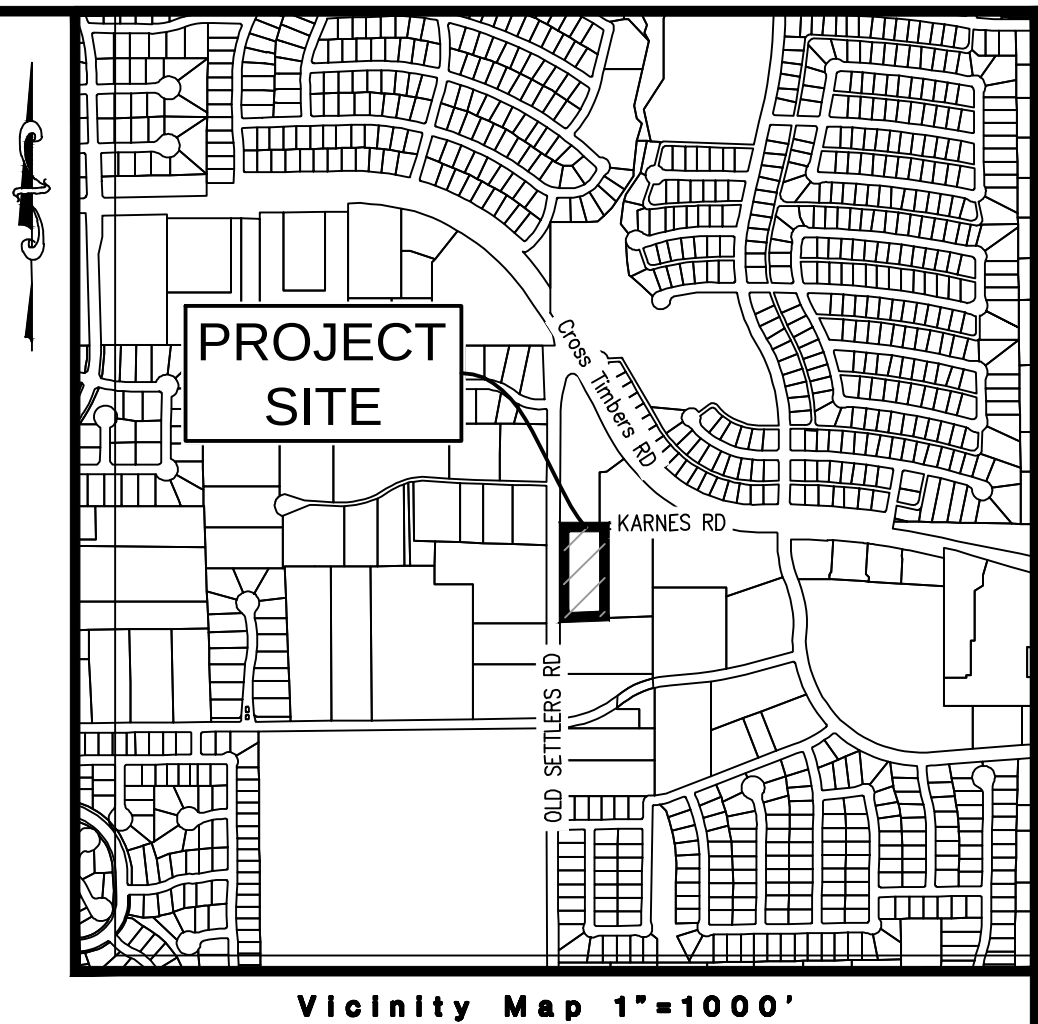
1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL THE RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
3. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE AIR BUILDING.
4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED ROOF VIEW.
5. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
6. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
7. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
8. CROSS ACCESS WILL BE COMPLETED DURING CONSTRUCTION.
9. OWNER IS TO MAINTAIN VISIBILITY CLEARANCES FOR INTERSECTIONS PER TOWN OF FLOWER MOUND ORDINANCE SEC. 82-161.
10. SEE SHEET C19 FOR STRIPING DETAILS.

SITE DATA TABLE	
PHYSICAL ADDRESS	3800 OLD SETTLERS RD.
GROSS SITE AREA	2.026 AC; 88,285 SF
NET SITE AREA	2.026 AC; 88,285 SF
CURRENT USE	UNDEVELOPED
LOT COVERAGE DATA	
BUILDING COVERAGE	11.8%
IMPERVIOUS AREA	50%
PERVIOUS AREA	50%
PARKING SUMMARY	
CHURCH (251 SEATS) – 1 SPACE PER 3 SEATS	84 SPACES
REQUIRED TOTAL	84 SPACES
PARKING REDUCTION 20%	68 SPACES
PROVIDED PARKING	72 SPACES
HANDICAP PARKING	4 SPACES
BUILDING DATA	
NUMBER OF FLOORS	1 WITH MEZZANINE
PEAK HEIGHT	34' – 9"
MEAN HEIGHT	22' – 2"
FIRST FLOOR SQUARE FOOTAGE	10,254 SF
MEZZANINE FLOOR SQUARE FOOTAGE	656 SF
TOTAL SQUARE FOOTAGE	10,910 SF
MASTER PLAN FEATURES	
LAND USE PLAN	OFFICE
THOROUGHFARE PLAN	URBAN MINOR ARTERIAL UNDIVIDED / OLD SETTLERS ROAD
PARKS AND TRAILS PLAN	EXISTING TRAIL ON WEST SIDE OF OLD SETTLERS ROAD
WATER PLAN	LONG PRAIRIE DISTRICT / CONNECTING TO 8" WATERLINE ALONG KARNES ROAD
WASTE WATER PLAN	LONG PRAIRIE DISTRICT / CONNECTING TO SANITARY SEWER MANHOLE LOCATED AT NORTH WEST CORNER OF LOT

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____

Town of Flower Mound
Engineering Services

OWNER/DEVELOPER
FLOWER MOUND CHURCH OF CHRIST
4900 WITCHITA TRAIL
FLOWER MOUND, TX
Ph. 972-898-7240
Contact: BRAD WRIGHT



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

GA

**FLOWER MOUND
CHURCH OF CHRIST**
Lot 1, Block A
2.026 Acres
in the
J. STEWART SURVEY, ABSTRACT NO. 1161
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLAN

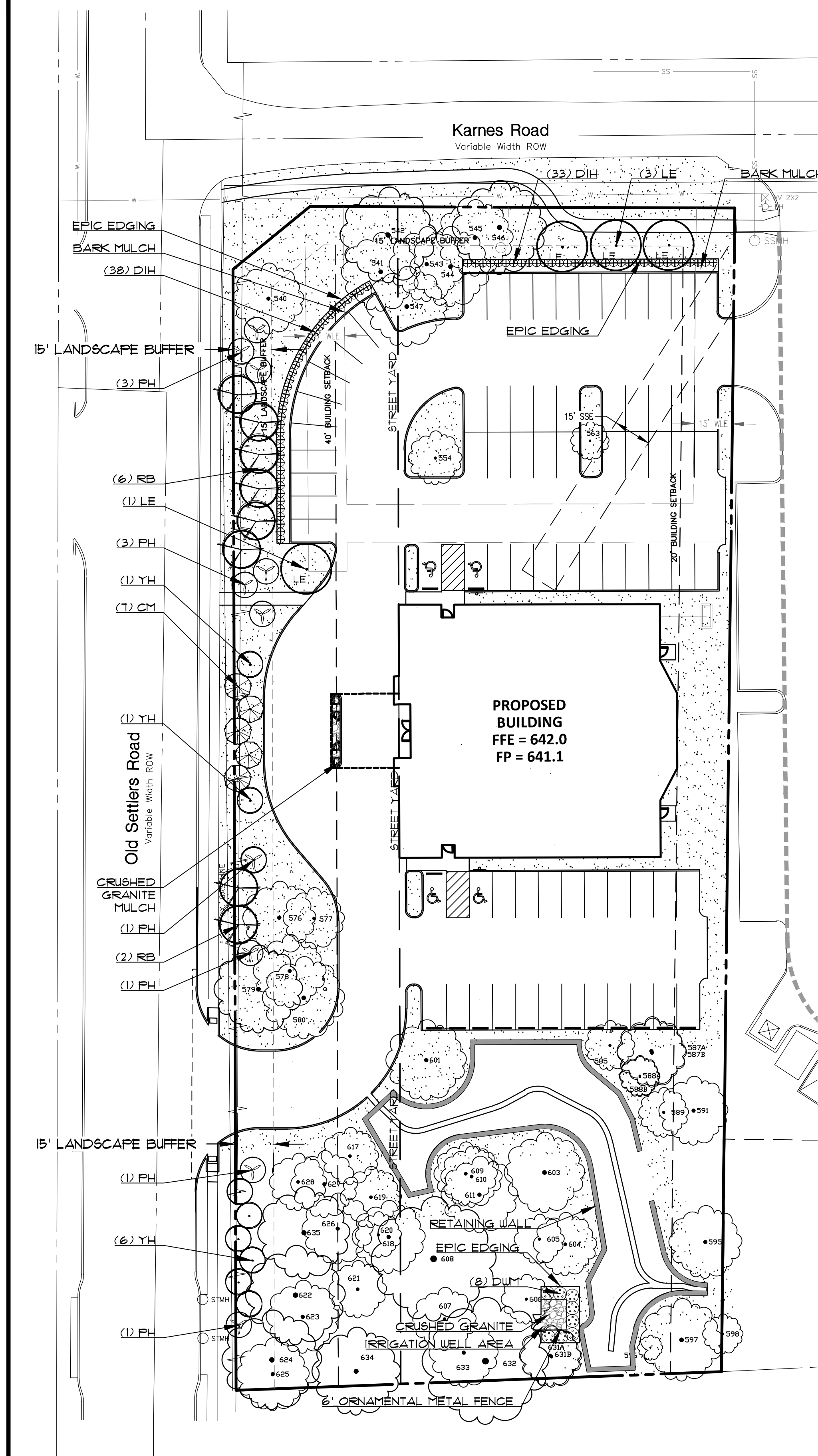
PRELIMINARY PLANS

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
DOUGLAS W. WEAVER,
P.E. #117386
DATE 3/13/2018

Drawn By: MM
Date: 12/18/2017
Scale: 1"=30'
Revisions:
02/01/2018
02/15/2018

17335

C4



PLANT LIST

QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
11%	4	LACEBARK ELM	3" cal.	10'-12'	Per Plan	Single Trunk
14%	5	CRAPEMYRTLE	30gal.	7'-8'	Per Plan	Multi-trunk
22%	8	YAUFON HOLLY	30gal.	7'-8'	Per Plan	Multi-trunk
28%	10	POSSUMHAW HOLLY	30gal.	7'-8'	Per Plan	Multi-trunk
22%	8	REDBUD	30gal.	7'-8'	Per Plan	Multi-trunk
8	DWARF WAX MYRTLE	Myrica pusilla	5gal.	36"	Full	
71	DWARF INDIAN HAWTHORN	Raphiolepis indica	5gal.	36"	Full	

LANDSCAPE NOTES:

1. Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
2. All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
3. Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.
4. Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.
5. A visibility triangle must be provided at all intersections. Shrubs are not to exceed 30 inches in height. Trees shall have a minimum clear trunk height of 9 feet.
6. The owner, tenant, and/or their agents, if any, shall be jointly and severally shall be responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
7. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Flower Mound.
8. Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.
9. Please refer to all landscape and irrigation specifications.
10. All landscape beds and turf areas to be separated with edging.
11. All landscape beds to be 6" below finished floor.
12. All hydromulch or sod areas to be brought to +/- 1/4" by site grading contractor. Landscape contractor to bring all areas to final grade and remove all clod, rocks or debris >1" in diameter.
13. All landscape to be 100% irrigated. All irrigation within Drip lines of existing trees to be hand dug, and line to be installed in a radial fashion toward the trunk.
14. Please note that the permeable areas under the drip line of specimen and protected trees should be left at natural grade. No cutting or filling are to occur in these areas.
15. All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the Town of Flower Mound. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

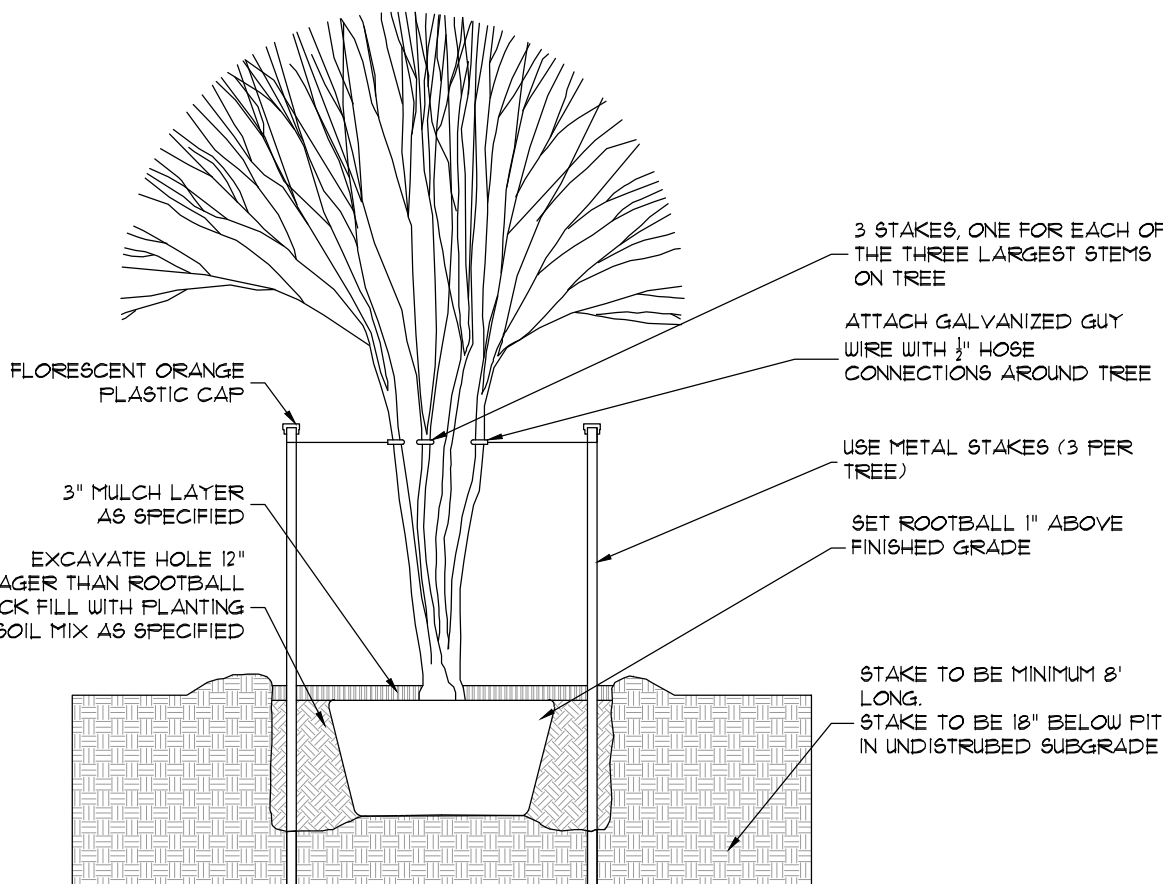
SPECIFICATIONS:

TSK 20
3- 20" PERFORATED SCH. 40 PVC TUBES
3- 6" HARNESSES WITH SEWN-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-5 2 YEAR TIME RELEASE FERTILIZER TABLETS

TSK 36
3- 36" PERFORATED SCH. 40 PVC TUBES
3- 6" HARNESSES WITH SEWN-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-5 2 YEAR TIME RELEASE FERTILIZER TABLETS

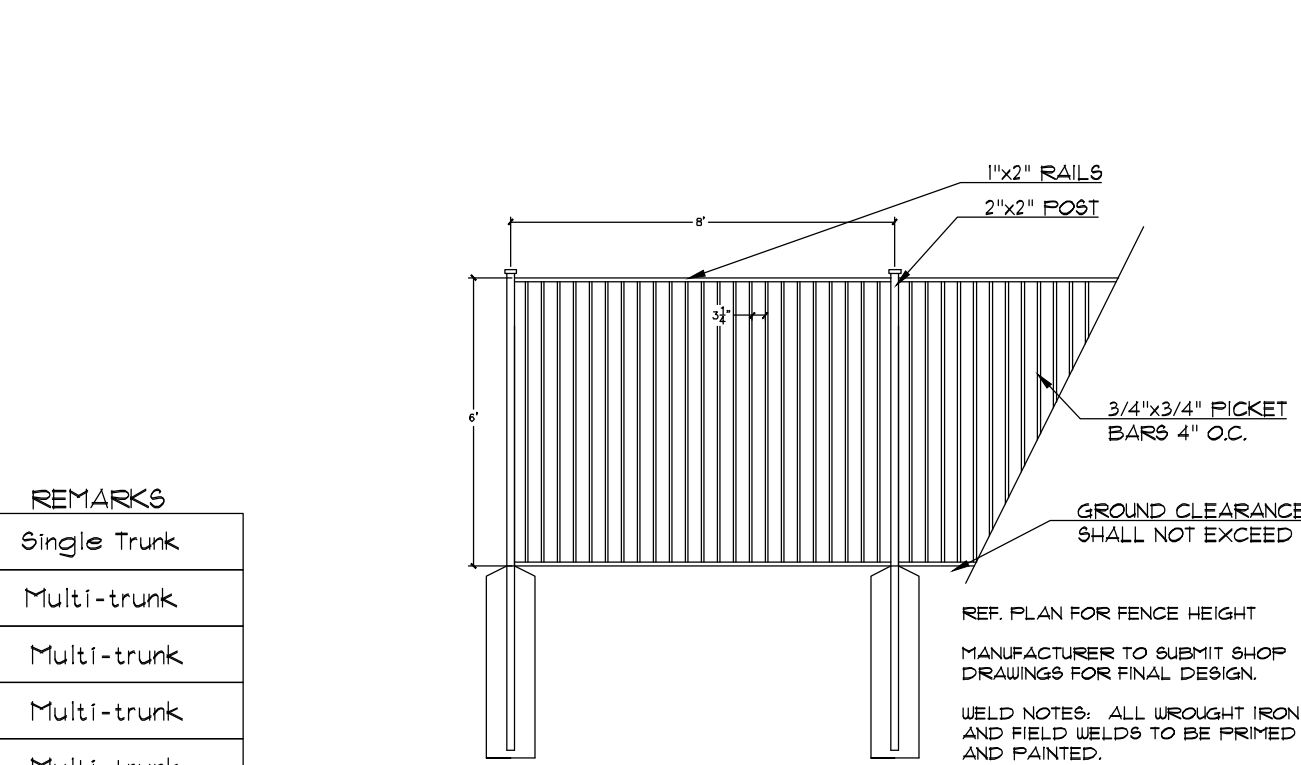
TREE STABILIZER KIT
U.P.I. MANUFACTURING, L.P.
800-691-1148

1. TREE STAKING
NOT TO SCALE



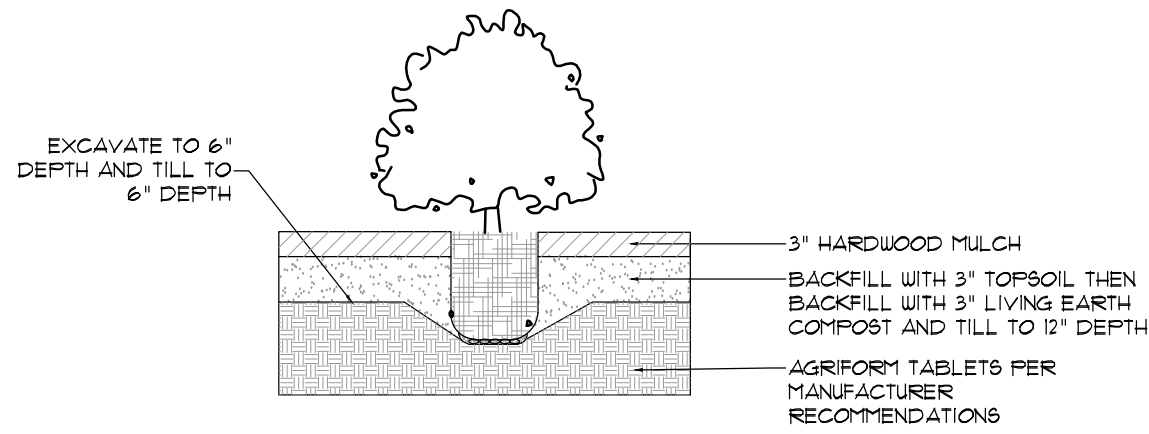
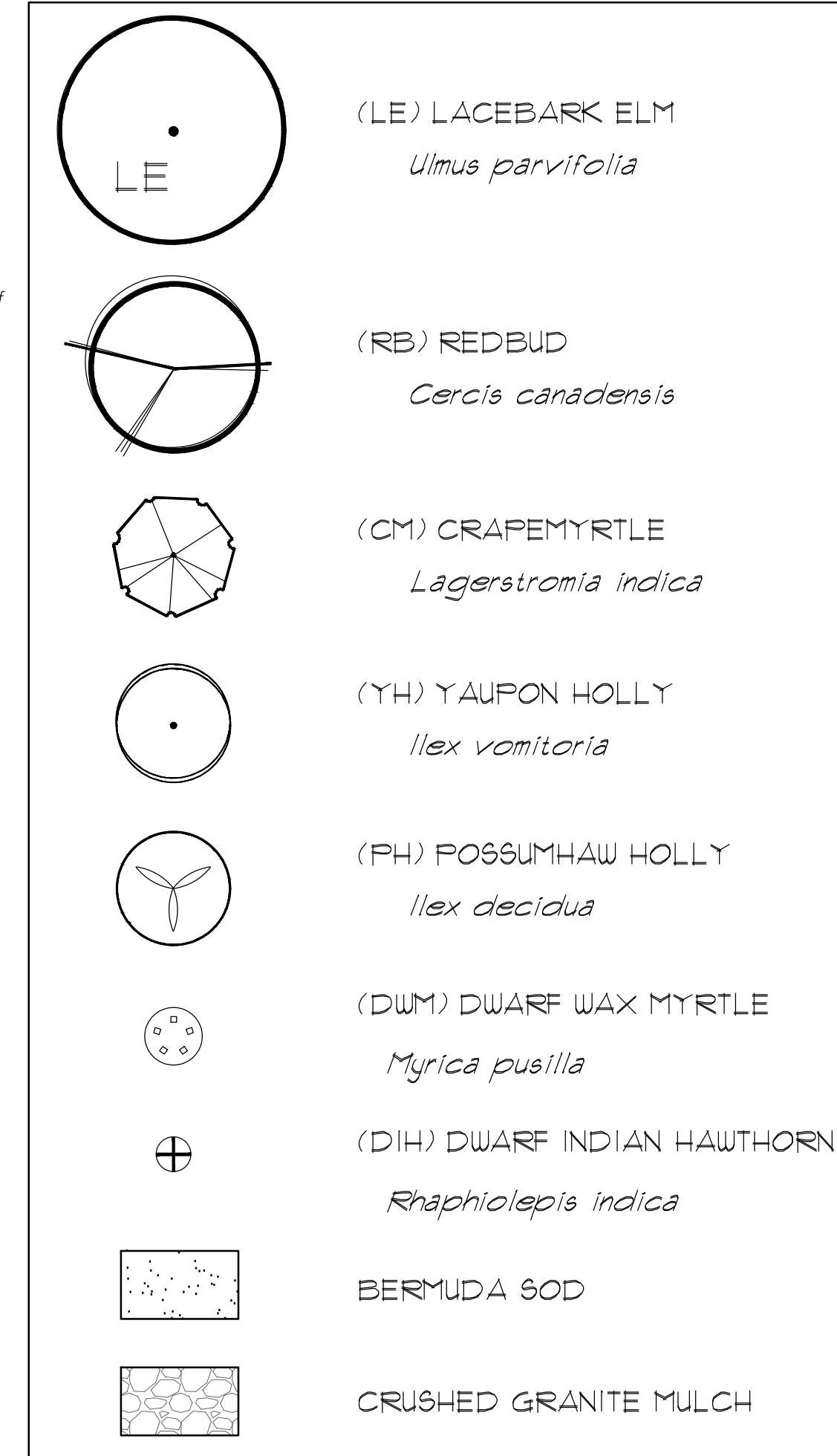
NOTE: ALL THORNLESS MESQUITE TREES TO BE STAKED AS ORNAMENTAL OR MULTI TRUNK TREES.

2. ORNAMENTAL TREE STAKING
NOT TO SCALE

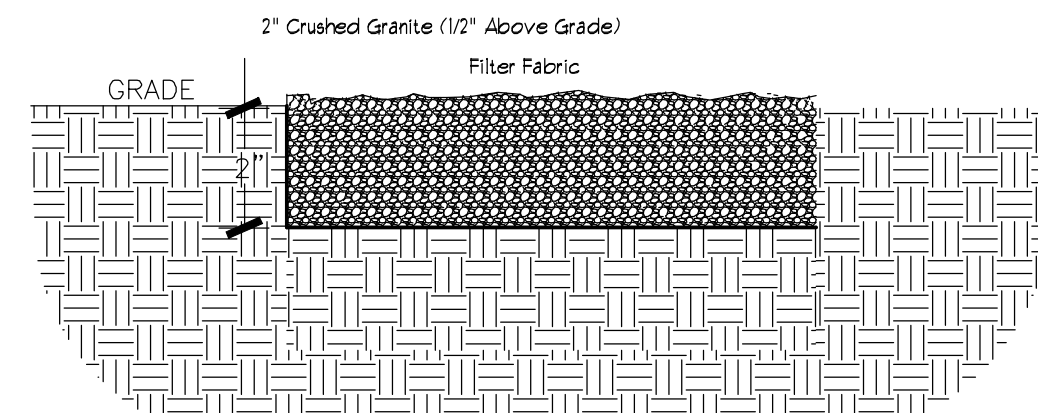


3. RETAINING WALL
SCALE: 1/2"=1'

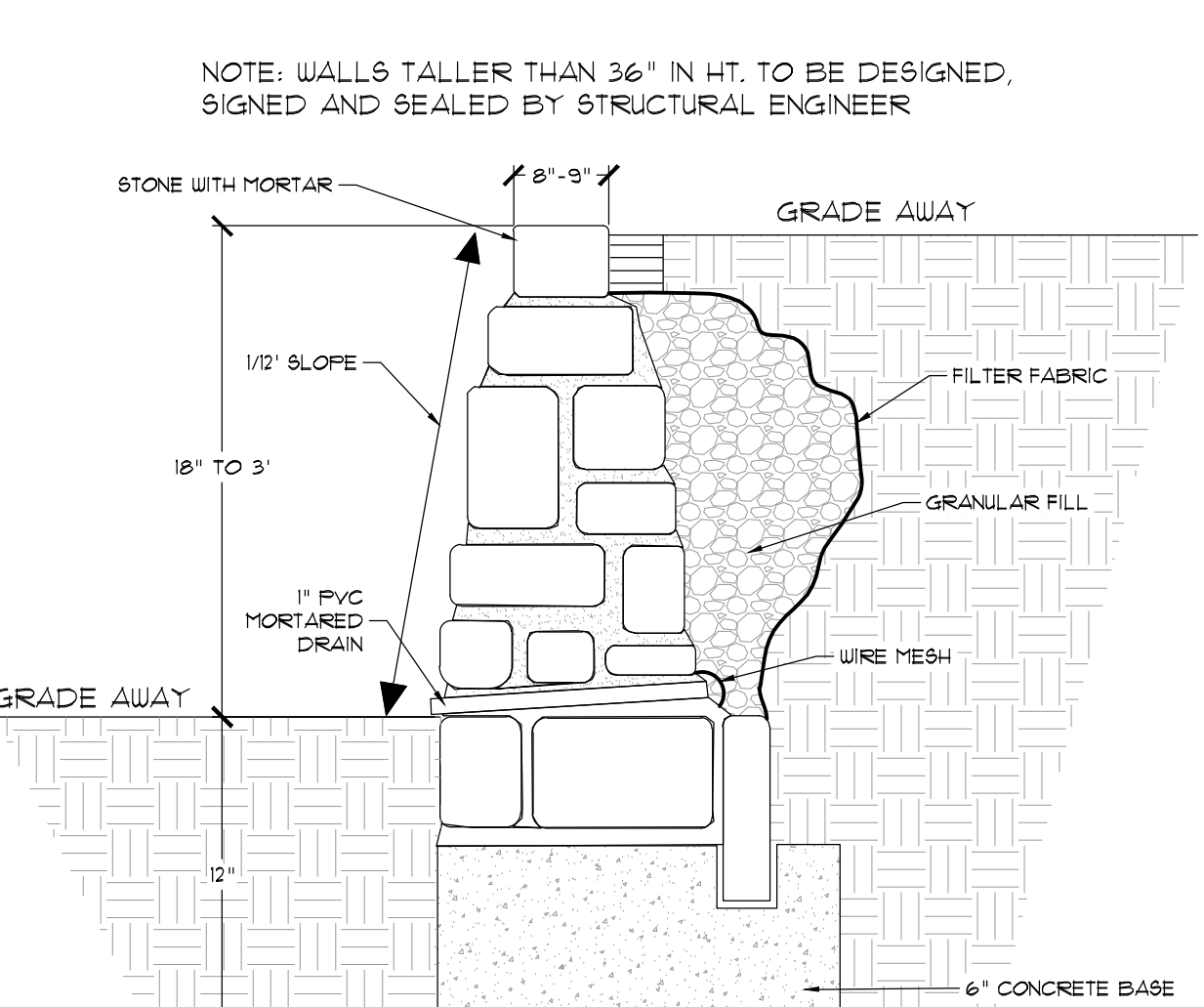
LEGEND



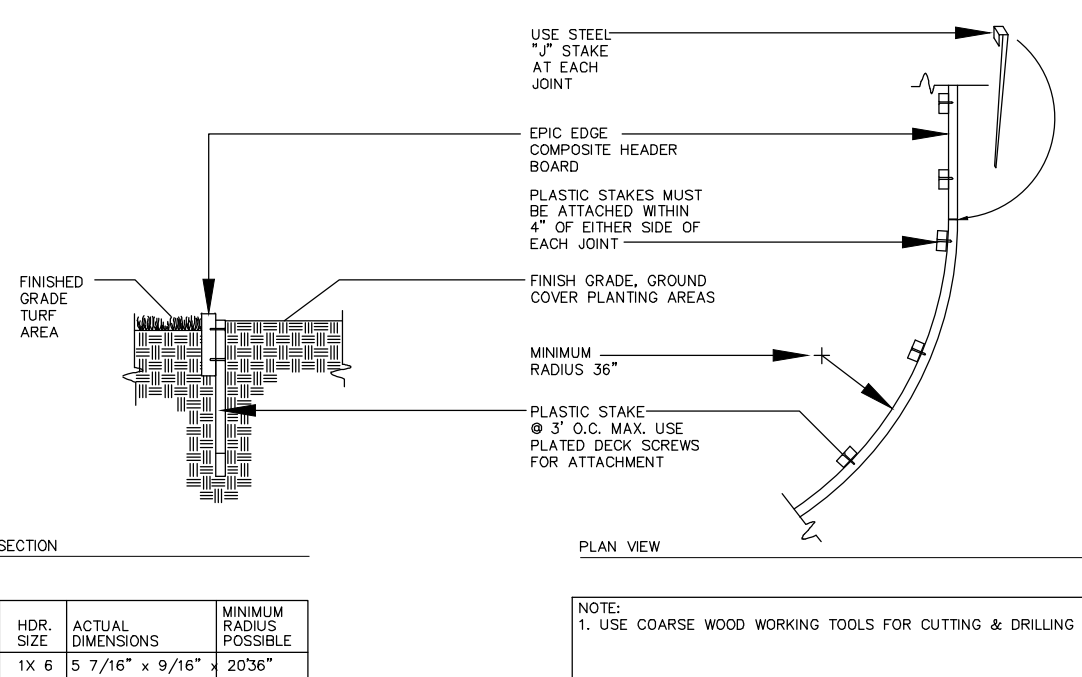
4. SHRUB DETAIL
NOT TO SCALE



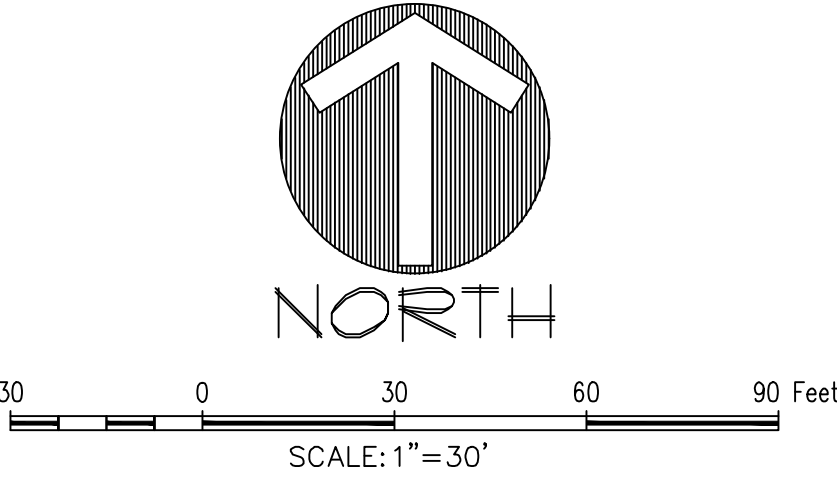
5. CRUSHED GRANITE MULCH
NOT TO SCALE



7. RETAINING WALL
SCALE: 1/2"=1'

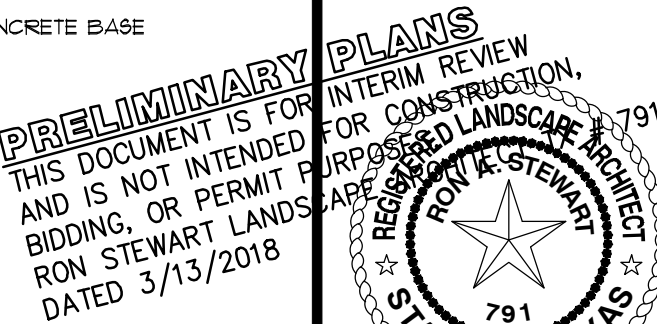


6. EPIC EDGE COMPOSITE HEADER BOARD DETAIL #210
NOT TO SCALE



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Timber Creek Medical Park for proposed Lot 3RB

STREET BUFFER LANDSCAPING			
STANDARD	REQUIRED BUFFER WIDTH	PROVIDED	
Old Settlers Rd	15 ft.	15 ft.	15 ft.
Karnes Rd	15 ft.	15 ft.	15 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	Old Settlers - 407 L.F.	14 trees (3" cal.)	4 existing trees and 30 ornamental trees
1 per 30 L.F.	Karnes - 166 L.F.	6 trees (3" cal.)	3 existing trees and 3 (3" cal.) shade trees
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	29,380 s.f. of street yard	18 trees (3" cal.)	22 existing trees + 30 ornamental trees
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	76 parking spaces	578 s.f.	2,559 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 20 parking spaces	76 parking spaces	4 trees (3" cal.)	10 existing trees + 1 (3" cal.) tree
**All parking spaces to be located within 100 ft. of parking lot tree for schools and churches.			
PARKING AREA SCREENING			
STANDARD		landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	screening shrubs (3' ht.)



Drawn By: VC
Date: 12/18/2017
Scale: 1"=30'
Revisions:
02/01/2018
02/15/2018

17335

OWNER/DEVELOPER
FLOWER MOUND CHURCH OF CHRIST
4800 WITCHITA TRAIL
FLOWER MOUND, TX
Ph. 972-698-7240
Contact: BRAD WRIGHT

L1.0

Lot 1, Block A
in the
2026 Acres
J. STEWART SURVEY, ABSTRACT NO. 161
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive - Lewisville, TX 75057
P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 - Argyle, TX 76226
P: 940.240.1012 • F: 940.240.1028
TBPES Firm No. 1798
TBPES Firm No. 10047700

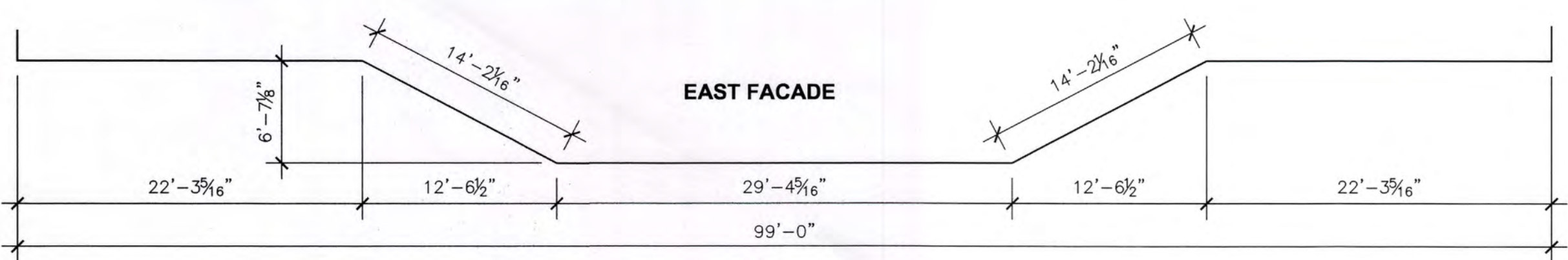
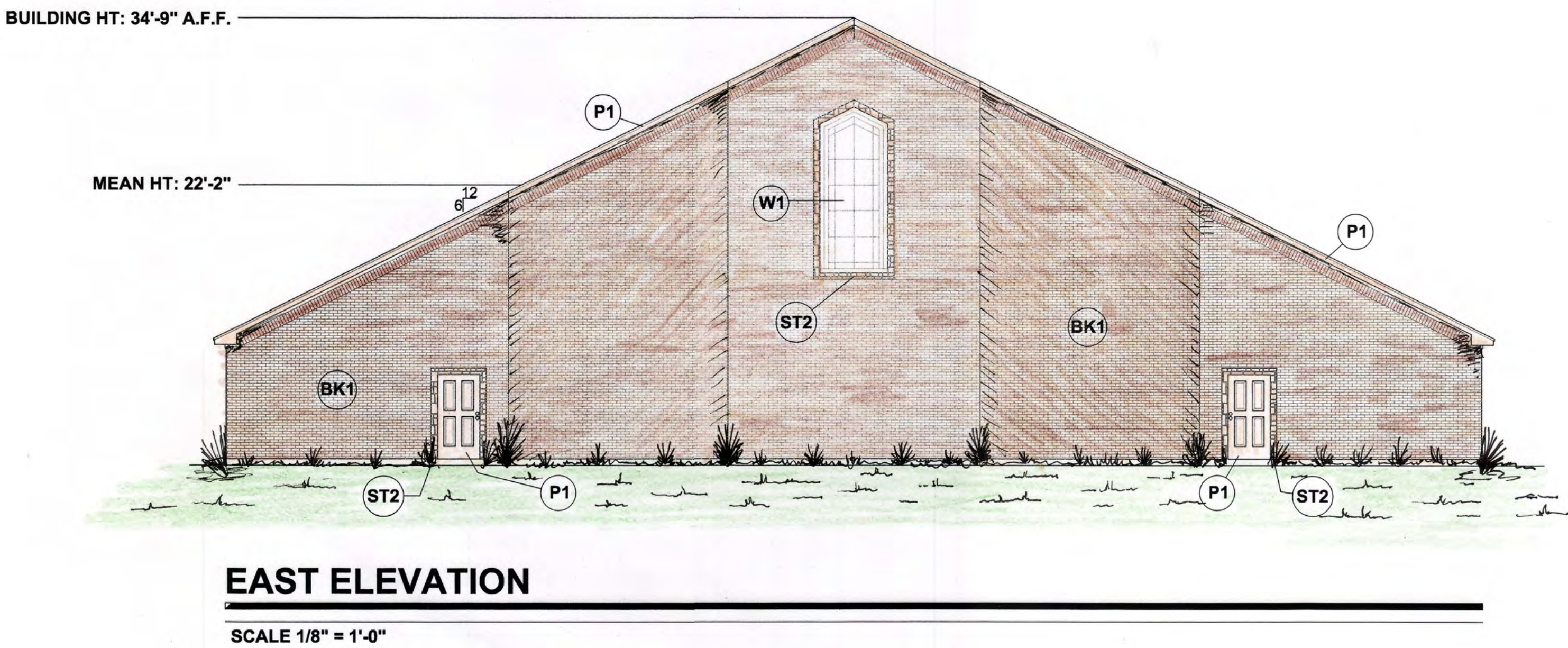
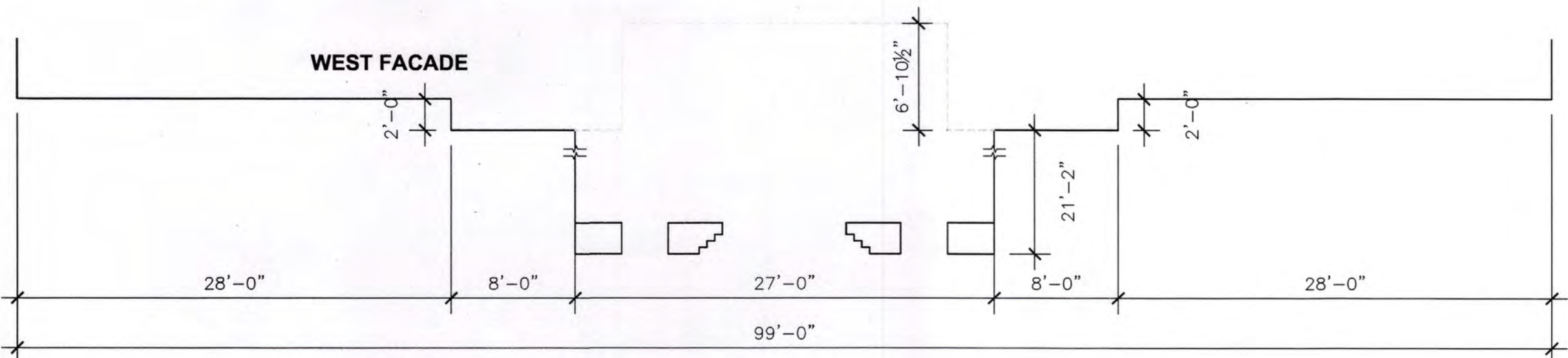
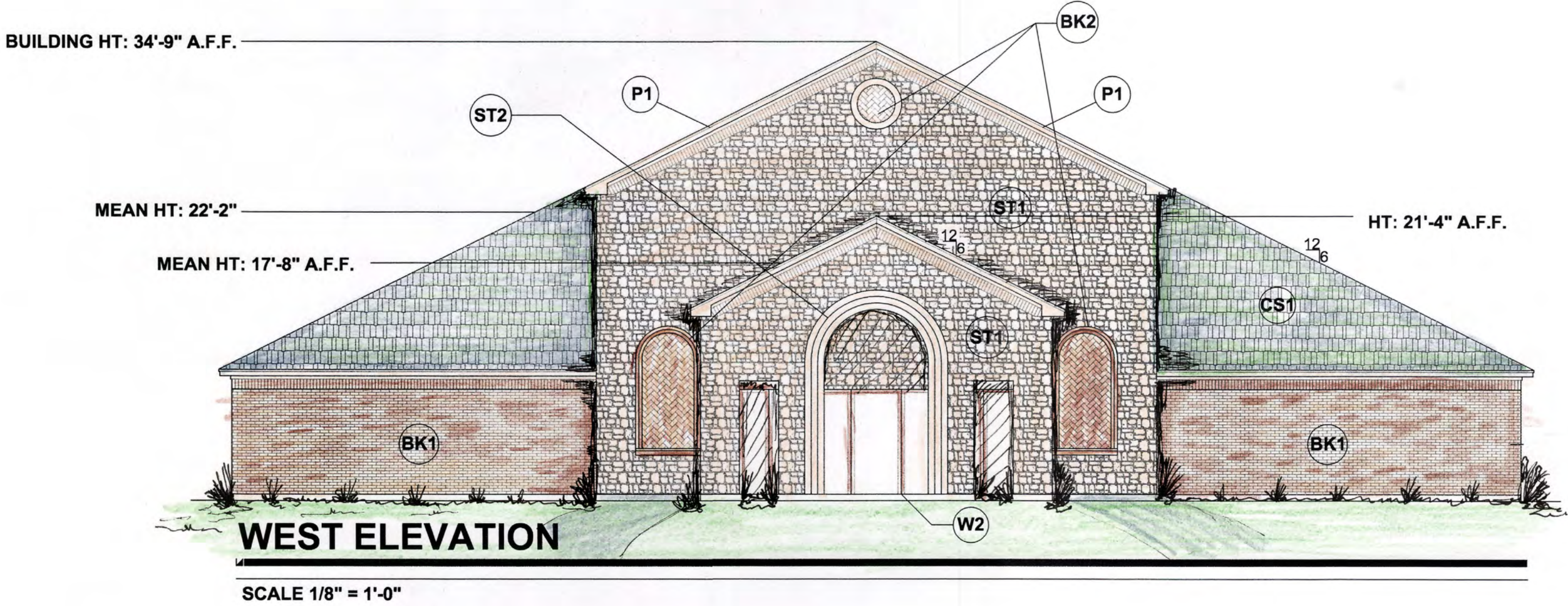
FLOWER MOUND CHURCH OF CHRIST



Drawn By: MH
Date: 12/18/2017
Scale: #####
Revisions:
02/01/2018
02/15/2018

L1.1

OWNER/DEVELOPER
FLOWER MOUND CHURCH OF CHRIST
4900 WITCHITA TRAIL
FLOWER MOUND, TX
Ph. 972-898-7240
Contact: BRAD WRIGHT



MATERIAL LEGEND

MATERIAL & MANUFACTURER	SERIES & COLOR	NOTES:
CS1 TYP. ROOF: GAF COMP. SHINGLE	TIMBERLINE/ SLATE	TYP. HD COMPOSITION SHINGLES
ST1 TYP. STONE	WHITE LEUDERS	CHOPPED: ASHLAR PATTERN
ST2 STONE ACCENTS	WHITE LEUDERS	STONE RIBBON ACCENT
BK1 TYP. FIELD BRICK: MERIDIAN BRICK CO.	MINERAL WELLS COLLECTION/ RIDGEMONT	TYP. FIELD BRICK
BK2 ACCENT BRICK: MERIDIAN BRICK CO.	MINERAL WELLS COLLECTION/ RIDGEMONT	TYP. DETAIL BANDING
P1 EXTERIOR PAINT: SHERWIN WILLIAMS	ELDER WHITE 7014	TYP. SOFFIT PAINT, DOOR PAINT
W1 WINDOW	VINYL, WHITE	
W2 ALUMINUM & GLASS STOREFRONT	BRONZE ANODIZED ALUMINUM & BRONZE TINT GLASS	

WWW.MERIDIANBRICK.COM/PRODUCT-DETAIL/

	NORTH	SOUTH	EAST	WEST
1. TOTAL FACADE S.F.	1302 S.F.	1302 S.F.	2123 S.F.	1708 S.F.
2. FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	1237 S.F.	1237 S.F.	2021 S.F.	1540 S.F.
3. DOORS AND WINDOWS S.F.	65 S.F.	65 S.F.	36 S.F.	168 S.F.
4. PRIMARY MASONRY TOTALS (MIN. 80%)	1237 S.F. & 100% OF 2	1237 S.F. & 100% OF 2	2021 S.F. & 100% OF 2	1540 S.F. & 100% OF 2
* BRICK S.F. (AS APPLICABLE)	1120 S.F. & 91% OF 2	1120 S.F. & 91% OF 2	1995 S.F. & 99% OF 2	504 S.F. & 33% OF 2
* STONE S.F. (AS APPLICABLE)	117 S.F. & 9% OF 2	117 S.F. & 9% OF 2	36 S.F. & 1% OF 2	1036 S.F. & 67% OF 2
* TILT WALL S.F. (AS APPLICABLE)	NONE	NONE	NONE	NONE
* STUCCO S.F. (AS APPLICABLE)	NONE	NONE	NONE	NONE
5. SECONDARY MASONRY TOTALS (MAX 20%)	NONE	NONE	NONE	NONE
* EIFS S.F. (AS APPLICABLE)	NONE	NONE	NONE	NONE
* HARDIPLANK S.F. (AS APPLICABLE)	NONE	NONE	NONE	NONE
* DETAIL ANY ADDITIONAL (AS APPLICABLE)	NONE	NONE	NONE	NONE

A NEW FACILITY FOR:

FLOWER MOUND CHURCH OF CHRIST
3800 OLD SETTLERS ROAD
FLOWER MOUND, TX

DATE: 10-3-17

DRAWN BY: ASB

DESCRIPTION

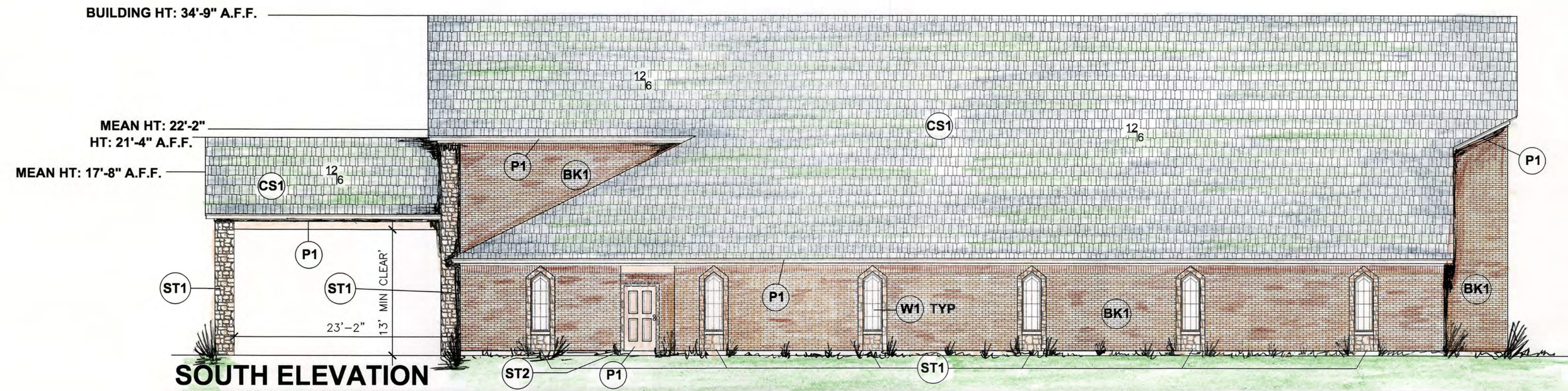
REVISED: E-C1-18

A1

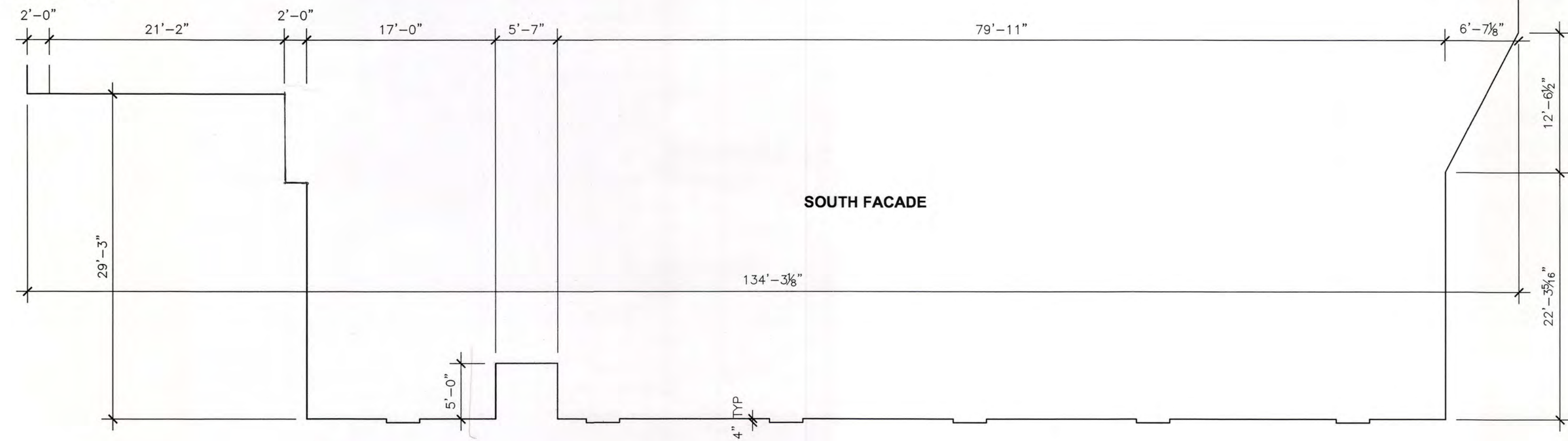
MC COLLUM & ASSOCIATES

ARCHITECTS

217 NORTH WOOD ST. MCKINNEY, TX 75069 214-244-5858



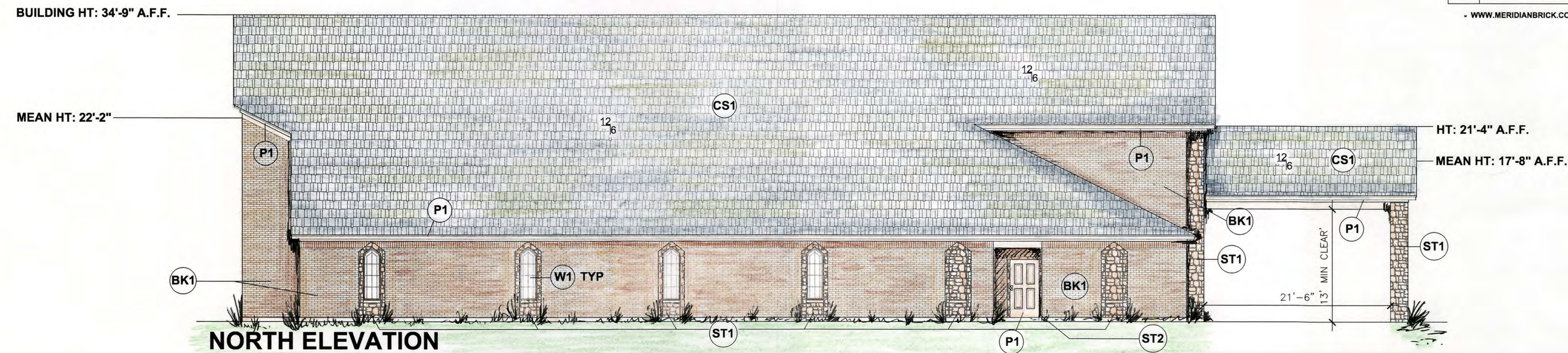
SCALE 1/8" = 1'-0"



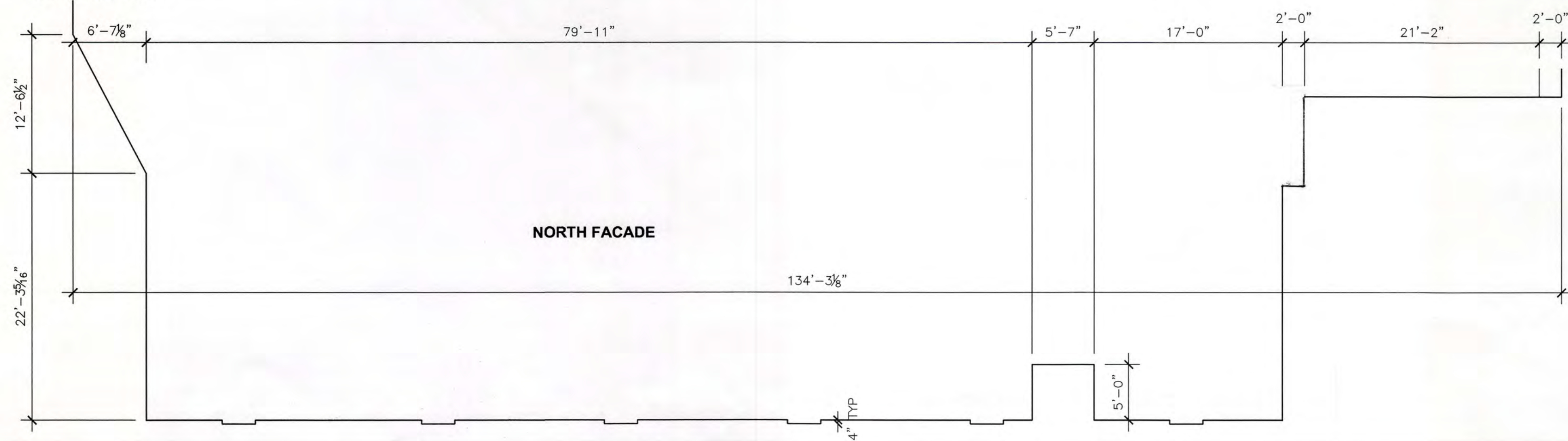
MATERIAL LEGEND

MATERIAL & MANUFACTURER	SERIES & COLOR	NOTES:
CS1	TYP. ROOF: GAF COMP. SHINGLE	TIMBERLINE/ SLATE TYP. HD COMPOSITION SHINGLES
ST1	TYP. STONE	WHITE LEUDERS CHOPPED: ASHLAR PATTERN
ST2	STONE ACCENTS	WHITE LEUDERS STONE RIBBON ACCENT
BK1	TYP. FIELD BRICK: MERIDIAN BRICK CO.	MINERAL WELLS COLLECTION/ RIDGEMONT TYP. FIELD BRICK
BK2	ACCENT BRICK: MERIDIAN BRICK CO.	MINERAL WELLS COLLECTION/ RIDGEMONT TYP. DETAIL BANDING
P1	EXTERIOR PAINT: SHERWIN WILLIAMS	ELDER WHITE 7014 TYP. SOFFIT PAINT, DOOR PAINT
W1	WINDOW	VINYL, WHITE
W2	ALUMINUM & GLASS STOREFRONT	BRONZE ANODIZED ALUMINUM & BRONZE TINT GLASS

WWW.MERIDIANBRICK.COM/PRODUCT-DETAIL/



SCALE 1/8" = 1'-0"



A NEW FACILITY FOR:

FLOWER MOUND CHURCH OF CHRIST
3800 OLD SETTLERS ROAD
FLOWER MOUND, TX

DATE:
10-3-17

DRAWN BY:
ABM

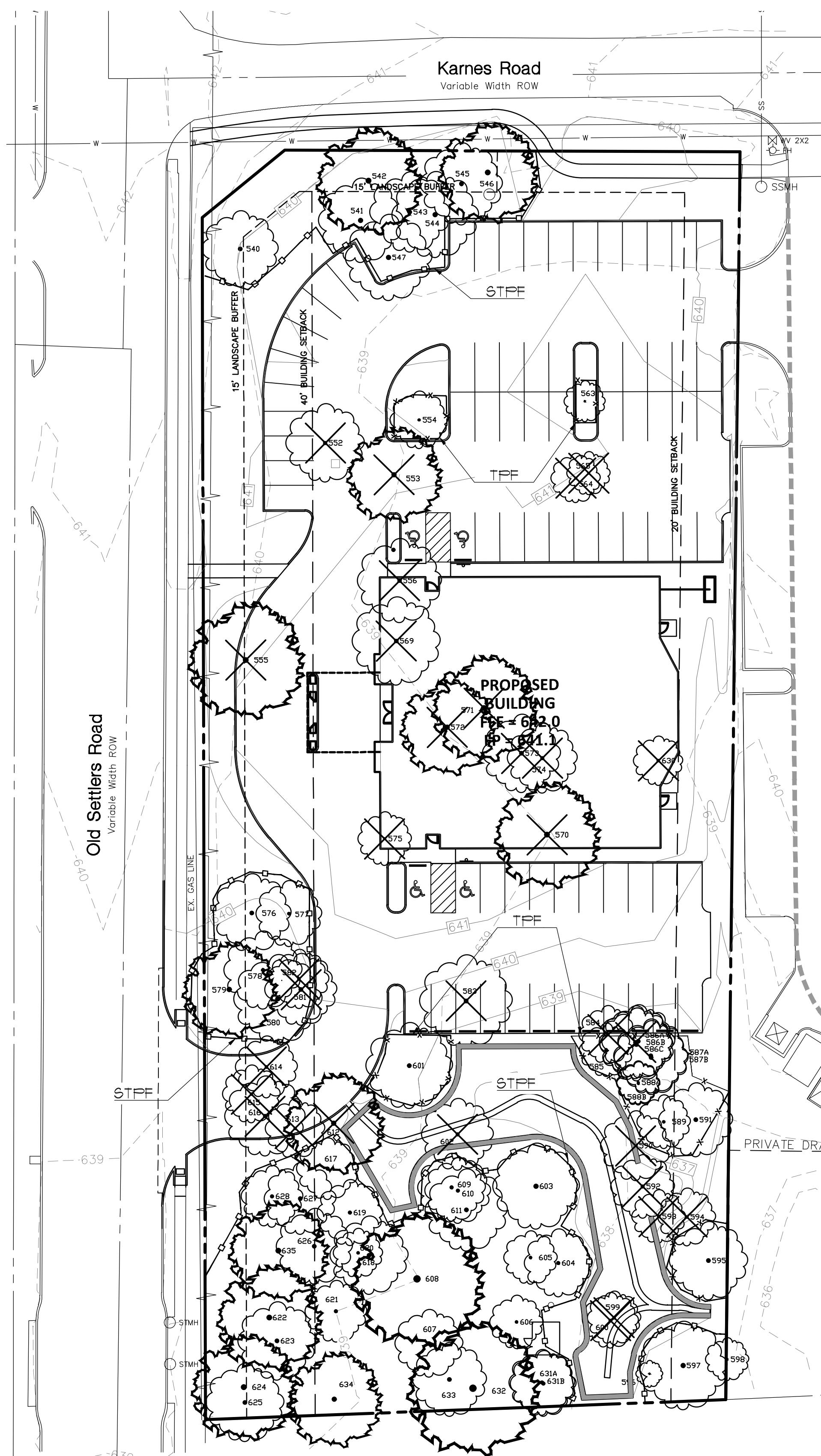
DESCRIPTION:

REVISED:
2-21-18

A2

MC COLLUM & ASSOCIATES
ARCHITECTS

CONSTRUCTION MANAGERS
217 NORTH WOOD ST. MCKINNEY, TX 75069 214-244-5858



LEGEND

- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- PROTECTED TREE TO REMAIN
- PROTECTED TREE TO BE REMOVED
- SPECIMEN TREE PROTECTION FENCING (STPF)
- TREE PROTECTION FENCING (TPF)

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The area of undisturbed natural soil around a tree defined by a concentric circle with a radius in feet equal to the number of inches of trunk diameter.
 - 2) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the CRZ or as shown on approved plans.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1/4 inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning.
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Tree preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group of trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material.
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drains or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airstrip" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

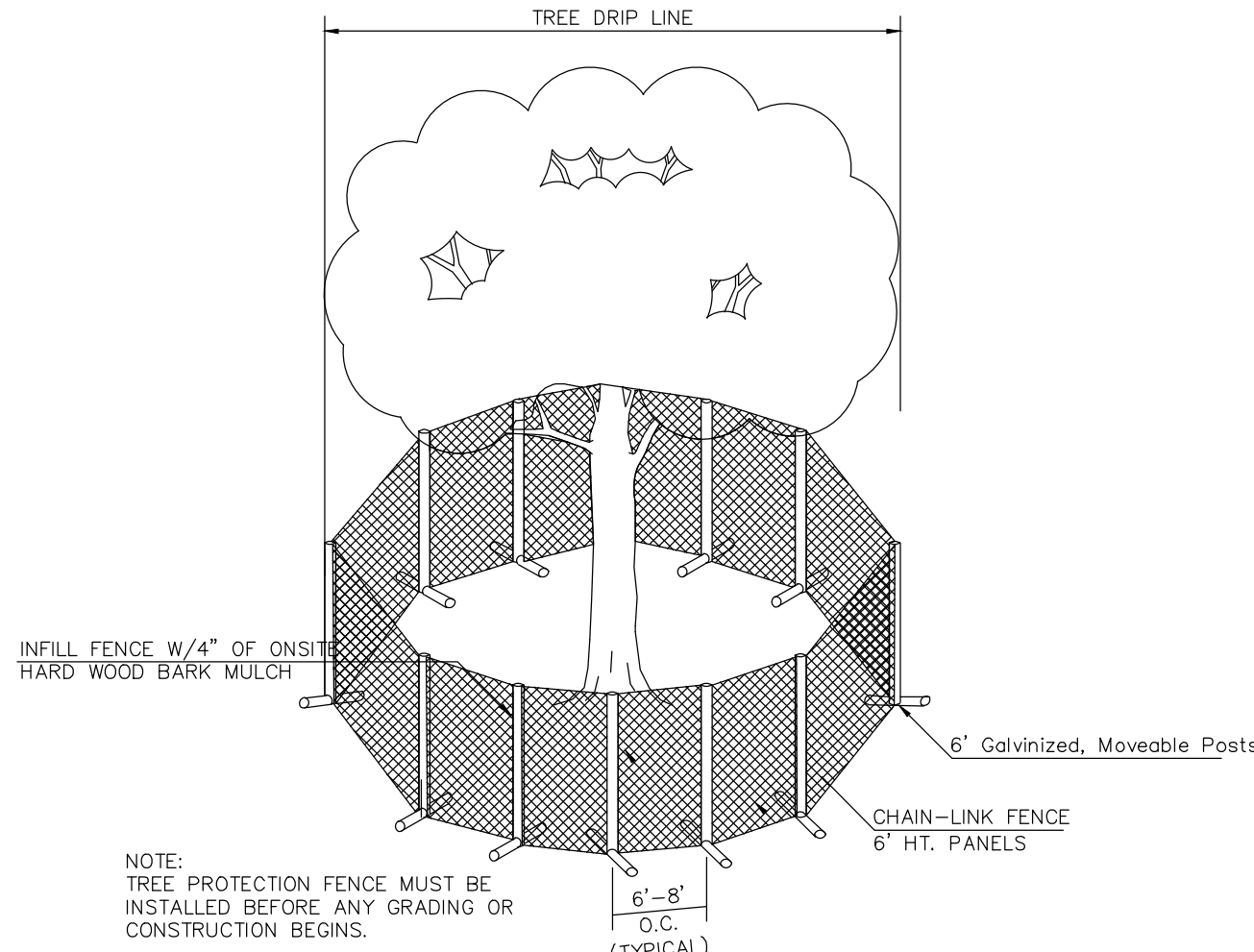
TREE CHART

TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMARKS	REMOVED	MITIGATION	CREDITS
540	18.5	Post Oak	Quercus stellata	Yes	Oba			
541	20.5	Post Oak	Quercus stellata	Yes	BA			4
542	25	Post Oak	Quercus stellata	Yes	Specimen, OBA			
543	19.5	Post Oak	Quercus stellata	Yes	BA			4
544	21	Post Oak	Quercus stellata	Yes	BA	Yes	3	
545	20	Post Oak	Quercus stellata	Yes	Oba			
546	24.5	Post Oak	Quercus stellata	Yes	Specimen, OBA			
547	21	Post Oak	Quercus stellata	Yes	BA	Yes	3	
552	19	Post Oak	Quercus stellata	Yes	BA	Yes	3	
553	23.5	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	47	
554	14	Post Oak	Quercus stellata	Yes	BA			4
555	27	Post Oak	Quercus stellata	Yes	Specimen, BA			
556	20.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
563	10	Pecan	Carya illinoensis	Yes	BA			1
564	12	Pecan	Carya illinoensis	Yes	BA	Yes	3	
565	10.5	Pecan	Carya illinoensis	Yes	BA	Yes	3	
569	21.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
570	25.5	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	51	
571	26	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	52	
572	23	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	46	
573	19	Post Oak	Quercus stellata	Yes	BA	Yes	3	
574	17	Post Oak	Quercus stellata	Yes	BA	Yes	3	
575	13	Post Oak	Quercus stellata	Yes	BA	Yes	3	
576	19	Post Oak	Quercus stellata	Yes	BA			4
577	16	Post Oak	Quercus stellata	Yes	BA			4
578	19	Post Oak	Quercus stellata	Yes	BA			4
579	22	Post Oak	Quercus stellata	Yes	Specimen, OBA			
580	21.5	Post Oak	Quercus stellata	Yes	BA			4
581	17.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
582	14.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
583	21	Post Oak	Quercus stellata	Yes	BA	Yes	3	
584	14	Post Oak	Quercus stellata	Yes	BA	Yes	3	
585	13	Post Oak	Quercus stellata	Yes	BA			4
589	13	Post Oak	Quercus stellata	Yes	BA			4
590	17	Post Oak	Quercus stellata	Yes	BA	Yes	3	
591	18	Post Oak	Quercus stellata	Yes	BA			4
592	15.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
593	13	Post Oak	Quercus stellata	Yes	BA	Yes	3	
594	14	Post Oak	Quercus stellata	Yes	BA	Yes	3	
595	19	Post Oak	Quercus stellata	Yes	BA			4
596	6.5	Black Walnut	Juglans nigra	Yes	BA			1
597	21.5	Post Oak	Quercus stellata	Yes	BA			4
598	10.5	American Elm	Ulmus americana	Yes	BA			1
599	13	Post Oak	Quercus stellata	Yes	BA	Yes	3	
600	13.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
601	21	Post Oak	Quercus stellata	Yes	BA			4
602	17.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
603	21	Post Oak	Quercus stellata	Yes	BA			4
604	16.5	Post Oak	Quercus stellata	Yes	BA			4
605	13	Post Oak	Quercus stellata	Yes	BA			4
606	13	Post Oak	Quercus stellata	Yes	BA			4
607	16.5	Post Oak	Quercus stellata	Yes	BA			4
608	32.5	Post Oak	Quercus stellata	Yes	Specimen, BA			6
609	16.5	Post Oak	Quercus stellata	Yes	BA			4
610	16	Post Oak	Quercus stellata	Yes	BA			4
611	20	Post Oak	Quercus stellata	Yes	BA			4
612	24	Post Oak	Quercus stellata	Yes	Specimen, BA	Yes	48	
613	14.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
614	15	Post Oak	Quercus stellata	Yes	BA	Yes	3	
615	14	Post Oak	Quercus stellata	Yes	BA	Yes	3	
616	19.5	Post Oak	Quercus stellata	Yes	BA	Yes	3	
617	15	Post Oak	Quercus stellata	Yes	BA			4
618	19	Post Oak	Quercus stellata	Yes	BA			4
619	16	Post Oak	Quercus stellata	Yes	BA			4
620	12	Post Oak	Quercus stellata	Yes	BA			2
621	15	Post Oak	Quercus stellata	Yes	BA			4
622	25	Post Oak	Quercus stellata	Yes	Specimen, BA			6
623	19	Post Oak	Quercus stellata	Yes	BA			4
624	26	Post Oak	Quercus stellata	Yes	Specimen, OBA			
625	19	Post Oak	Quercus stellata	Yes	Oba			
626	17.5	Post Oak	Quercus stellata	Yes	BA			4
627	17.5	Post Oak	Quercus stellata	Yes	BA			4
628	15	Post Oak	Quercus stellata	Yes	BA			4
630	12	Slippery Elm	Ulmus rubra	Yes	BA	Yes	3	
632	33	Post Oak	Quercus stellata	Yes	Specimen, BA			6
633	18	Post Oak	Quercus stellata	Yes	BA			4
634	22.5	Post Oak	Quercus stellata	Yes	Specimen, BA			6
635	24	Post Oak	Quercus stellata	Yes	Specimen, BA			6
586A	18	Post Oak	Quercus stellata	Yes	BA	Yes	3	
586B	18	Post Oak	Quercus stellata	Yes	BA	Yes	3	
586C	18	Post Oak	Quercus stellata	Yes	BA	Yes	3	
587A	18	Post Oak	Quercus stellata	Yes	BA			4
587B	18	Post Oak	Quercus stellata	Yes	BA			4
588A	10.5	Post Oak	Quercus stellata	Yes	BA			2
588B	13	Post Oak	Quercus stellata	Yes	BA			4
631A	16	Post Oak	Quercus stellata	Yes	BA			4
631B	16	Post Oak	Quercus stellata	Yes	BA			4
TOTALS								177
TOTAL MITIGATION INCHES								385
MITIGATION TREES								129
CREDITS								177
FINAL MITIGATION TREE REQUIREMENTS								48
TOTAL PROTECTED TREES ON SITE								74
TOTAL SPECIMEN TREES ON SITE								15
TOTAL PROTECTED TREES REMOVED								30
TOTAL SPECIMENS REMOVED								6
TOTAL INCHES REMOVED								623

INFILL FENCE W/4" OF ON-SITE HARD WOOD BARK MULCH

NOTE: TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.

TREE PROTECTION (PROTECTED)



INFILL FENCE W/4" OF ON-SITE HARD WOOD BARK MULCH

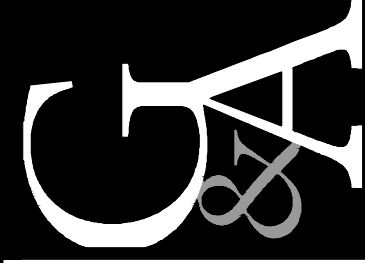
NOTE: TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.

TREE PROTECTION (Specimen)



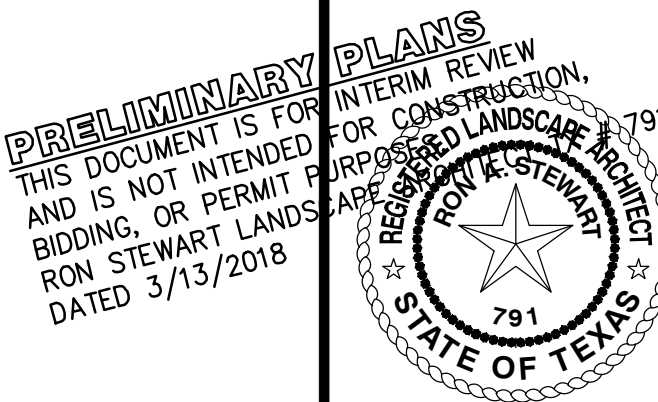
OWNER/DEVELOPER
FLOWER MOUND CHURCH OF CHRIST
4800 WITCHITA TRAIL
FLOWER MOUND, TX
Ph. 972-698-7240
Contact: BRAD WRIGHT

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057
P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226
P: 940.240.1012 • F: 940.240.1028
TBPCE Firm No. 1798 TBPES Firm No. 10047700



Lot 1, Block A
in the
2026 Acres
J. STEWART SURVEY, ABSTRACT NO. 1161
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



Drawn By: VC
Date: 12/18/2017
Scale: 1"=30'
Revisions:
02/01/2018
02/15/2018

17335

T1.0

FLOWER MOUND CHURCH OF CHRIST



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: May 21, 2018

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for three (3) specimen trees on property proposed for development as Lakeside Crossing. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 for Tree #83 at its April 3, 2018, meeting and recommended approval by a vote of 6-0-0 for Tree #s 4804 and 4805 at its May 1, 2018, meeting).***

BACKGROUND INFORMATION: The Lakeside Crossing development is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. The site is approximately 12.00 acres in size. The site is currently master planned for Campus Commercial land use within the Lakeside Business District Area Plan and is zoned for both residential and non-residential uses within Planned Development District No. 153 (PD-153). According to the tree survey for the project, the site contains thirty (30) specimen trees. The applicant is requesting to remove one (1) specimen tree from the non-residential portion of the site and two (2) specimen trees from the residential use portion of the site. The two (2) specimen trees located in the residential use portion of the site were discovered by the applicant after the April 3, 2018, ECC meeting. The specimen trees proposed for removal are in good condition and located within the Buildable Area.

The following is a list of the three (3) specimen trees requested for removal: Tree #83 – 25.55” post oak; Tree #4804 – 25” post oak; and Tree #4805 – 22.5” post oak.

The three (3) specimen trees proposed for removal are located within an area of the site designated as Upland Habitat. The approved Planned Development for this site requires that for any specimen tree being requested for removal, one mitigation tree shall be planted in close proximity to where the specimen tree was removed along with the required specimen tree mitigation associated with the approved removal as established in Chapter 94 “Trees”. Mitigation for Tree #83 would be in the form of 51” of replacement trees, equaling seventeen (17) three-inch caliper trees. The developer has already mitigated for the Upland Habitat impacts within the residential portion of this development, so no additional tree mitigation will be required for the requested removal of Tree #s 4804 and 4805, except for the requirement of planting one mitigation tree in close proximity to where each specimen tree was removed. The developer has agreed to plant twenty (20) additional three-inch caliper trees above the Town’s required landscape requirements to meet the tree mitigation requirements for the requested removal of these three specimen trees.

BOARD REVIEW/CITIZEN FEEDBACK: The applications were considered by the Environmental Conservation Commission (ECC) at its April 3, 2018, and May 1, 2018, meetings. The ECC recommended approval of the requested permits to remove the specimen trees. A link to the ECC meetings can be found at:

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

CITIZEN FEEDBACK: As of May 9, 2018, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letters from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photographs of the specimen trees proposed for removal.
4. Project Tree Survey.

DRAFT MOTION: Move to approve the requested permit for the removal of three (3) specimen trees on property proposed for development as Lakeside Crossing. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive.



March 20, 2018

Jimmy Hoefert, Environmental Review Analyst
 Town of Flower Mound
 1001 Cross Timbers Road, Suite 2330
 Flower Mound, TX 75028

Reference: Tree Removal Permit Application
 Lakeside Crossing
 Town of Flower Mound
 Denton, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (3) specimen tree (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The tree is being requested to be removed due to the infrastructure and onsite grading which thereby means the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the tree included in the permit application.

TREE TABULATION FROM THE SPECIMEN TREE SURVEY

Total specimen trees on site to be saved: 27

TREE TAG #	CALIPER ("	COMMON NAME
1245	26	Post Oak
1246	23	Post Oak
1247	22	Post Oak
1379	22.5	Post Oak
1380	22.5	Post Oak
1382	23	Post Oak
1924	25	Post Oak
2158	21	Cedar Elm
2159	30	Post Oak
2160	32	Post Oak
2326	25	Post Oak
2327	22	Post Oak
2328	22	Post Oak
2330	23	Post Oak
2331	22	Post Oak
2332	28	Post Oak
2333	23	Post Oak
3758	27.5	Post Oak
3760	29	Post Oak
3762	25	Post Oak

Page 2

3763	31	Post Oak
3765	31	Post Oak
3766	28	Post Oak
3770	29	Post Oak
3771	26	Post Oak

Total specimen trees off site to be removed due to infrastructure and grading: 3

TREE TAG #	CALIPER (")	COMMON NAME
83	25.5	Post Oak
4804	25	Post Oak
4805	22.5	Post Oak

The mitigation requirement for tree #83 will include (1) 3" cal. Mitigation tree to be planted near the location of the removed specimen tree and a standard mitigation rate of 2x the caliper inches of the tree removed. (17) 3" cal. Trees or equivalent preservation credits under section 94-40 of the town ordinance will be required to fulfill the mitigation requirement.

The mitigation requirement for tree #4804 & #4805 will include (1) 3" cal. Mitigation tree to be planted near the location of each removed specimen tree in addition to the upland wooded habitat mitigation fee for residential development. (0.882 of an acre) which was paid at the pre-con (\$13,250).

Due to preexisting conditions, infrastructure, grading, Town of Flower Mound Engineering Standards, and site conditions, these specimen trees are not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

We are requesting the following specimen trees to be removed:

Tree #83, 25.5" Post Oak, Tree #4804, 25" Post Oak, and Tree # 4805, 22.5" Post Oak

Thank you for your consideration.

Based on the above data, I respectfully ask that the aforementioned trees be allowed to be removed from the site.

Respectfully submitted,



Ron A. Stewart, PLA
Landscape Architect, TX #791

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

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

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

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

Name:

JAMESON PINSON, P.L.A.
G & A CONSULTANTS, LLC

Address:

111 HILLSIDE DRIVE
LEWISVILLE, TX 75057

Phone:

940-240-1012

Applicant's Legal Interest in the Property:

LANDSCAPE ARCHITECT

2. Property Owner(s)

Name(s): TROY LEWIS

Address: 311 SOUTH OAK ST
ROANOKE, TX 76262

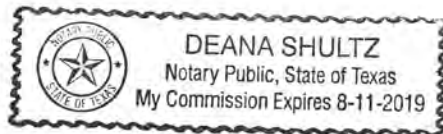
3. Location and Legal Description of Property:

500 LONG PRAIRIE ROAD
FLOWER MOUND, TX 75022
DENTON COUNTY

4. Owner's Authorization of Representation

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

[Signature]
Signature of Owner



11246284

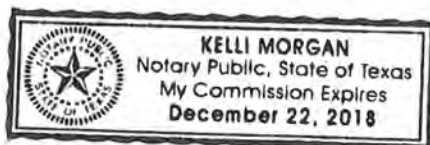
Given Under My Hand and Seal of Office
This the 10 Day of April, 2018
[Signature]
Notary Public
In and For Denton County, Texas.

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

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

[Signature]
Signature of Applicant

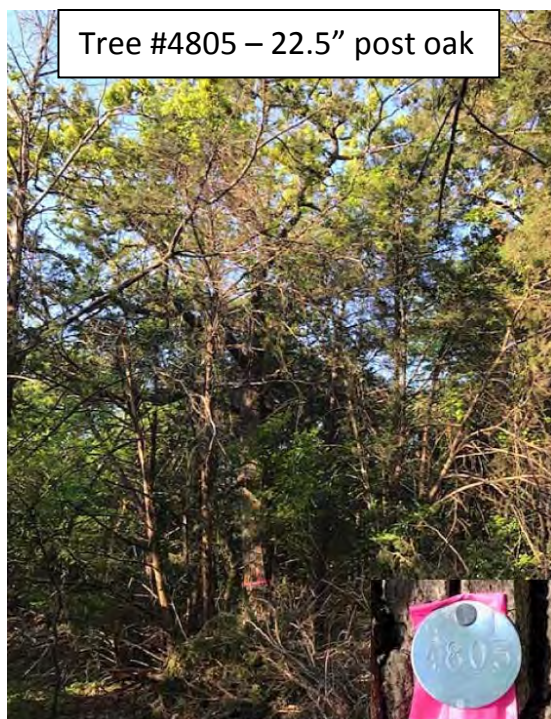
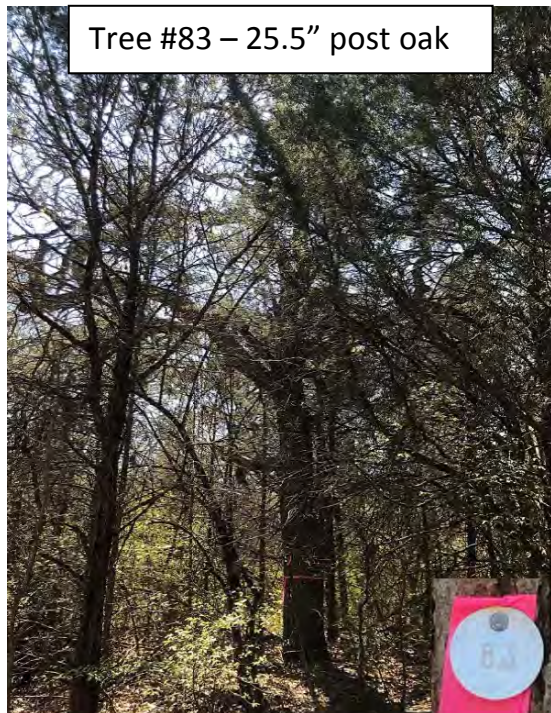
Landscape Architect License No. 2826
State of Licensure TEXAS
Or ISA Certified Arborist No. _____

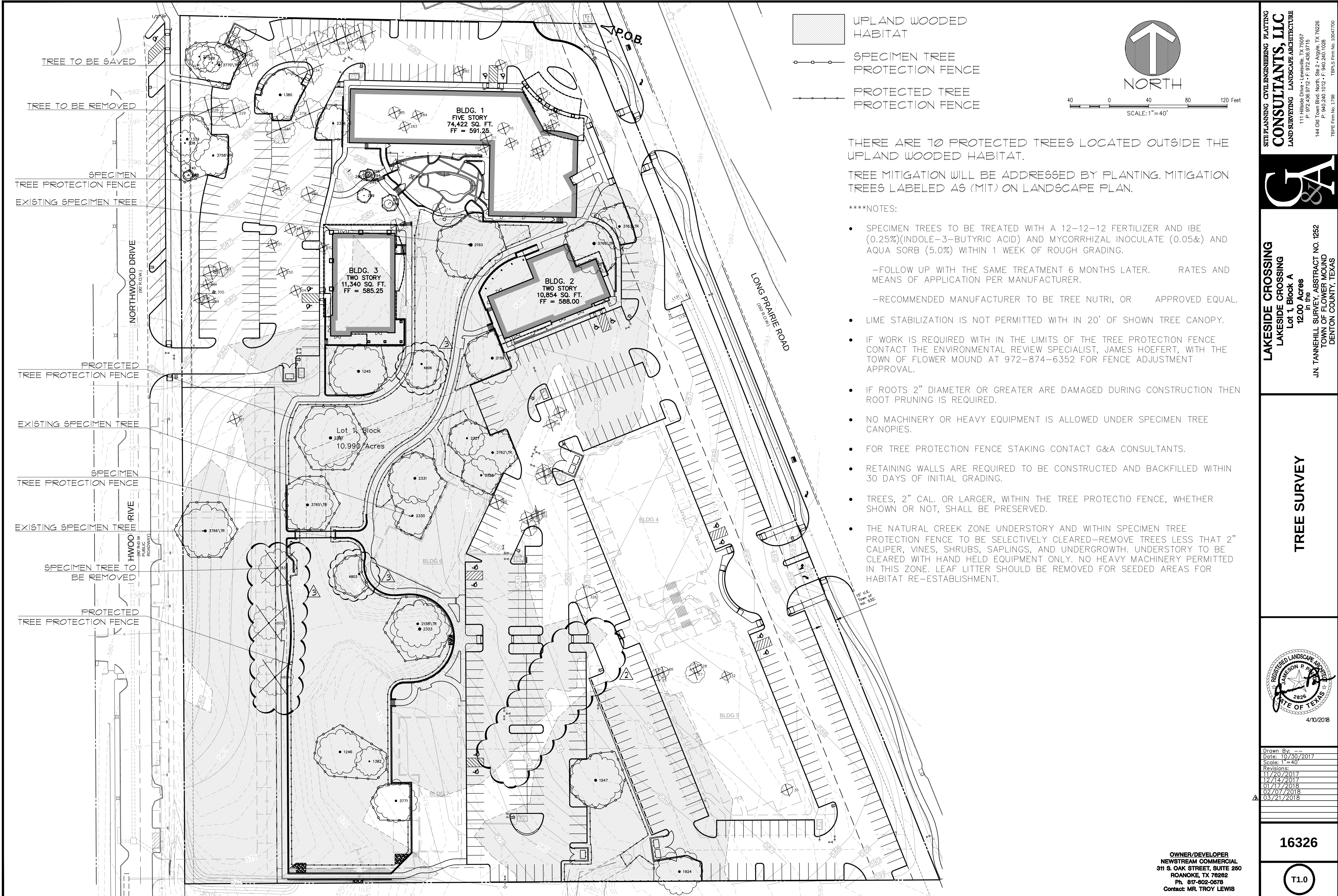


Given Under My Hand and Seal of Office
This the 10 Day of April, 2018
[Signature]
Notary Public
In and For Denton County, Texas

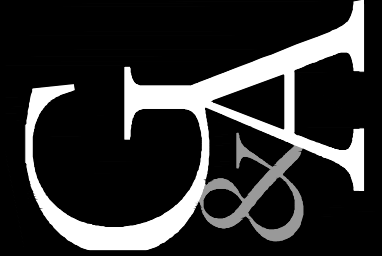
6. Received by Town of Flower Mound on (Date) 4/16/2018 by (initials) JRH.

Lakeside Crossing -
Specimen trees proposed for removal





SITE PLANNING CIVIL ENGINEERING PLATING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 76057
P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Suite 200 • Argyle, TX 76226
P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700



LAKESIDE CROSSING
LAKESIDE CROSSING
Lot 1, Block A
12.00 Acres
in the
JUN. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



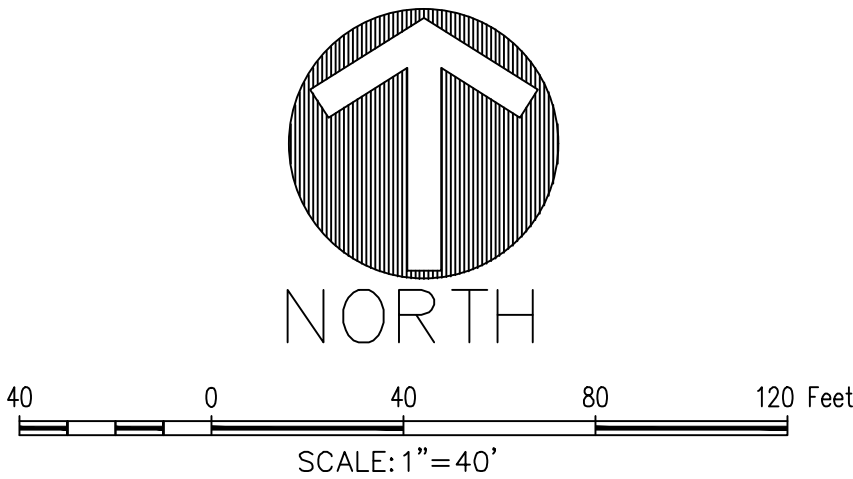
Drawn By:	
Date:	10/30/2017
Scale:	1" = 40'
Revisions:	
	11/20/2017
	12/14/2017
	01/17/2018
	02/07/2018
	03/21/2018

16326

T1.0



- UPLAND WOODED HABITAT
- SPECIMEN TREE PROTECTION FENCE
- PROTECTED TREE PROTECTION FENCE



THERE ARE 70 PROTECTED TREES LOCATED OUTSIDE THE UPLAND WOODED HABITAT.

TREE MITIGATION WILL BE ADDRESSED BY PLANTING. MITIGATION TREES LABELED AS (MIT) ON LANDSCAPE PLAN.

- ****NOTES:
- SPECIMEN TREES TO BE TREATED WITH A 12-12-12 FERTILIZER AND IBE (0.25%)(INDOLE-3-BUTYRIC ACID) AND MYCORRHIZAL INOCULATE (0.05%) AND AQUA SORB (5.0%) WITHIN 1 WEEK OF ROUGH GRADING.
 - FOLLOW UP WITH THE SAME TREATMENT 6 MONTHS LATER. RATES AND MEANS OF APPLICATION PER MANUFACTURER.
 - RECOMMENDED MANUFACTURER TO BE TREE NUTRI, OR APPROVED EQUAL.
 - LIME STABILIZATION IS NOT PERMITTED WITH IN 20' OF SHOWN TREE CANOPY.
 - IF WORK IS REQUIRED WITH IN THE LIMITS OF THE TREE PROTECTION FENCE CONTACT THE ENVIRONMENTAL REVIEW SPECIALIST, JAMES HOEFERT, WITH THE TOWN OF FLOWER MOUND AT 972-874-6352 FOR FENCE ADJUSTMENT APPROVAL.
 - IF ROOTS 2" DIAMETER OR GREATER ARE DAMAGED DURING CONSTRUCTION THEN ROOT PRUNING IS REQUIRED.
 - NO MACHINERY OR HEAVY EQUIPMENT IS ALLOWED UNDER SPECIMEN TREE CANOPIES.
 - FOR TREE PROTECTION FENCE STAKING CONTACT G&A CONSULTANTS.
 - RETAINING WALLS ARE REQUIRED TO BE CONSTRUCTED AND BACKFILLED WITHIN 30 DAYS OF INITIAL GRADING.
 - TREES, 2" CAL. OR LARGER, WITHIN THE TREE PROTECTIO FENCE, WHETHER SHOWN OR NOT, SHALL BE PRESERVED.
 - THE NATURAL CREEK ZONE UNDERSTORY AND WITHIN SPECIMEN TREE PROTECTION FENCE TO BE SELECTIVELY CLEARED-REMOVE TREES LESS THAT 2" CALIPER, VINES, SHRUBS, SAPLINGS, AND UNDERGROWTH. UNDERSTORY TO BE CLEARED WITH HAND HELD EQUIPMENT ONLY. NO HEAVY MACHINERY PERMITTED IN THIS ZONE. LEAF LITTER SHOULD BE REMOVED FOR SEEDED AREAS FOR HABITAT RE-ESTABLISHMENT.

SITE PLANNING CIVIL ENGINEERING PLANNING
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144 Old Town Blvd. North, Suite 200 • Angles, TX 76226
P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 1047700



LAKESIDE CROSSING
LAKESIDE CROSSING
Lot 1, Block A
12.00 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY



Drawn By: -
Dates: 10/30/2017
Scale: 1" = 40'
Revisions:
11/20/2017
12/14/2017
01/17/2018
02/07/2018
03/21/2018

16326

T1.0

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph 817-602-0578
Contact: MR. TROY LEWIS

TREE CHART

LIST #	TREE #	CAL. "	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	CREDITS	DEBITS	UWH	REMARKS
1	1	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
2	2	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
3	3	6	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
4	4	6.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
5	5	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
6	6	13	AMERICAN ELM	Ulmus americana	Yes	No	Yes	0	1	No	
7	7	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
8	8	6.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
9	10	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
10	11	8.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
11	12	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
12	13	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
13	14	9.5	AMERICAN ELM	Ulmus americana	Yes	No	Yes	0	1	No	
14	25	8.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
15	26	7.5	TEXAS ASH	Fraxinus texensis	Yes	No	Yes	0	1	No	
16	27	13.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
17	28	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
18	32	6	TEXAS ASH	Fraxinus texensis	Yes	No	Yes	0	1	No	
19	35	8	TEXAS ASH	Fraxinus texensis	Yes	No	Yes	0	1	No	
20	83	25.5	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	
21	225	17.5	POST OAK	Quercus stellata	Yes	No	No	4	0	No	
22	226	19	POST OAK	Quercus stellata	Yes	No	No	4	0	No	
23	227	13	POST OAK	Quercus stellata	Yes	No	No	4	0	No	
24	228	21	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
25	229	20.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
26	230	14	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
27	231	13.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
28	232	14.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
29	233	17.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
30	234	17.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
31	235	18	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Damaged
32	236	21.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Damaged
33	237	17.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Damaged
34	238	17.5	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
35	240	6.5	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
36	241	6	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
37	242	7	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
38	243	7.5	POST OAK	Quercus stellata	Yes	No	No	0	0	No	Street buffer
39	244	20.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
40	245	10	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
41	246	9.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
42	248	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
43	250	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
44	251	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
45	252	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
46	263	9.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
47	279	20.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
48	280	20.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Damaged
49	282	6.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
50	283	6.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
51	284	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
52	285	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
53	286	12	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	Multi-trunk

***UWH = UPLAND WOODED HABITAT

***UPLAND WOODED HABITAT MITIGATION FOR RESIDENTIAL PORTION OF THE DEVELOPMENT (0.882 OF AN ACRE) WILL BE PAID AT THE PRE-CON (#3250).

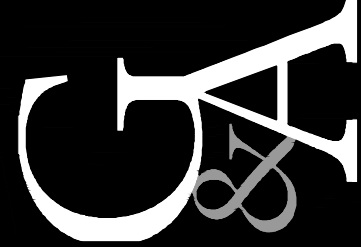
***TREE MITIGATION WILL BE ADDRESSED BY PLANTING MITIGATION TREES LABELED AS (MIT) ON LANDSCAPE PLAN.

TREE MITIGATION CALCULATION:	
Total # of specimen trees:	30
Specimen trees to be removed:	3 (2 located on res.)
Specimen tree mitigation (2X cal. inches removed):	25.5"x2=51"
*All specimen trees preserved were Post Oaks.	
Protected trees located outside UWH:	70
Protected tree mitigation:	62
Protected tree credits (less post oaks) w/in B.A.:	1
Credits for post oak trees preserved w/in B.A.:	42
Total required tree mitigation:	36+3 near removal location
Total provided 3" cal. mitigation trees	39 (3" cal.) trees

LIST #	TREE #	CAL. "	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	CREDITS	DEBITS	UWH	REMARKS
54	287	11	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
55	288	6	CEDAR ELM	Ulmus crassifolia	Yes	No	No	1	0	No	
56	289	8	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
57	290	5.5	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
58	291	8	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
59	292	5	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
60	293	4	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
61	294	4.5	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
62	295	5.5	HACKBERRY	Celtis occidentalis	No	No	No	0	0	No	
63	298	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
64	299	9	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
65	300	10.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	Multi-trunk
66	301	6	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
67	302	10	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
68	303	10.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
69	304	7	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
70	311	7	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
71	314	12	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
72	315	9	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
73	316	6	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
74	317	7.5	POST OAK	Quercus stellata	Yes	No	Yes	0	1	No	
75	321	12	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	Multi-trunk
76	322	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
77	323	8	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
78	324	11.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
79	325	10	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
80	326	15.5	CEDAR ELM	Ulmus crassifolia	Yes	No	Yes	0	1	No	
81	1245	26	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
82	1246	23	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
83	1247	22	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
84	1379	22.5	POST OAK	Quercus stellata	Yes	Yes	No	0	0	No	Street buffer
85	1380	22.5	POST OAK	Quercus stellata	Yes	Yes	No	6	0	No	
86	1382	23	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
87	1924	25	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
88	2158	21	CEDAR ELM	Ulmus crassifolia	Yes	Yes	No	0	0	Yes	
89	2159	30	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	Health Issue
90	2160	32	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
91	2326	25	POST OAK	Quercus stellata	Yes	Yes	No	6	0	No	Cavity/Bee Hive
92	2327	22	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
93	2328	22	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
94	2330	23	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
95	2331	22	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
96	2332	28	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
97	2333	23	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
98	3758	27.5	POST OAK	Quercus stellata	Yes	Yes	No	6	0	No	
99	3760	29	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
100	3762	25	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	Cavity/ Storm Damage
101	3763	31	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
102	3765	31	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
103	3766	28	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
104	3770	29	POST OAK	Quercus stellata	Yes	Yes	No	6	0	No	
105	3771	26	POST OAK	Quercus stellata	Yes	Yes	No	6	0	No	Health Issue
106	4803	25	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	
107	4804	25	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	
108	4805	22.5	POST OAK	Quercus stellata	Yes	Yes	Yes	0	0	Yes	
109	4806	24	POST OAK	Quercus stellata	Yes	Yes	No	0	0	Yes	

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 260
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 76057
P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Suite 200 • Angleton, TX 77626
P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBLPS Firm No. 10047700



LAKESIDE CROSSING
LAKESIDE CROSSING
Lot 1, Block A
in the
12.00 Acres
J.N. TANNER HILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

Drawn By: -
Date: 10/30/2017
Scale: #####
Revisions:
11/20/2017
12/14/2017
01/17/2018
01/22/2018
02/08/2018
03/21/2018

16326

T1.1



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: May 21, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: Consider a request for a Site Plan (SP18-0004 - Service First) to develop an auto repair garage, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 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

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Site Plan (SP18-0004 - Service First) to develop an auto repair garage, and a waiver to certain Architectural Standards in the Town's Urban Design Plan.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: May 14, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Consider a request for a Site Plan (SP18-0004 - Service First) to develop an auto repair garage, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There is a waiver request to the Town's regulations which necessitates special consideration by the Commission (see Analysis below).

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

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop an 11,155-square-foot, auto repair garage to be located on Lot 3R1 of the Stone Hill Farms Retail East II Addition. The subject site is approximately 1.78 acres, zoned Planned Development District-43 (PD-43) for Commercial District-2 (C-2) uses, and master-planned for Commercial/Industrial uses.

Access to the lot will be from a mutual access easement that connects the site to Justin Road and Stone Hill Farms Parkway. The proposed use requires 45 parking spaces calculated at the ratio of one space for every 250 square feet of the facility. The site plan depicts 52 parking spaces making it approximately 15.5% percent over-parked, but still within the Town's allowable deviation.

The site plan depicts necessary setbacks, landscape buffer, and easements. The proposed site plan is consistent with the development guidelines in PD-43. The landscape plan depicts required number of landscape buffer trees along Justin Road, parking area trees, and street yard trees. The proposed development complies with the Town's landscape requirements.

The proposed elevations complement the approved car dealership facility to the east and AutoZone to the west. The elevations comply with the design standards in the Town's Urban Design Plan, except for the roof pitch standards. The applicant is requesting an exception to the architectural standards of the Urban Design Plan to allow roof pitch that does not meet the required 6/12 to 9/12 slope.

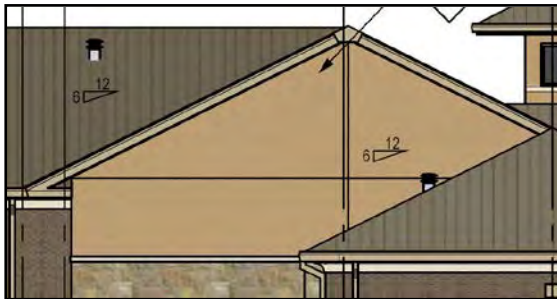
1. Waiver to Architectural Standards

Roofs and Parapets

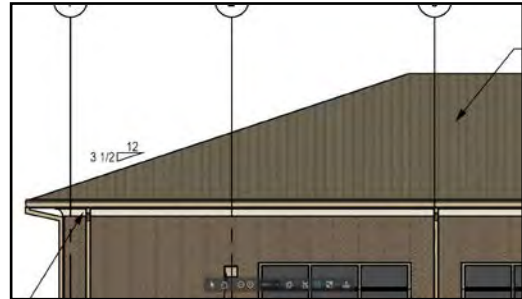
12.1. Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided. The Town Council may approve, upon recommendation from the Planning and Zoning Commission a waiver to this request for individual projects. Such requests should only be contemplated in areas that are not adjacent to residences, are part of large scale developments, and provide architectural detail to soften the appearance of large, tall vertical walls.

The proposed retail building is less than 15,000 square feet and the elevation shall be required to exhibit pitched roof designs that have a slope range of 6/12 to 9/12; that is, for every one foot horizontal span of the roof, the rise must be between six inches and nine inches. The proposed elevation consists of pitch roof on the entire building. The purpose of this waiver request is to allow certain portions of the building to have a roof pitch of 3.5/12, that is, for every one foot horizontal span of the roof, the rise is three and half inches.

Required



Proposed



On February 26, 2017, the Planning and Zoning Commission approved a replat to create three lots within the Stone Hill Farms Retail East II Addition to accommodate the construction of the car dealership facility and the AutoZone.

III. ATTACHMENTS

A. Background Information

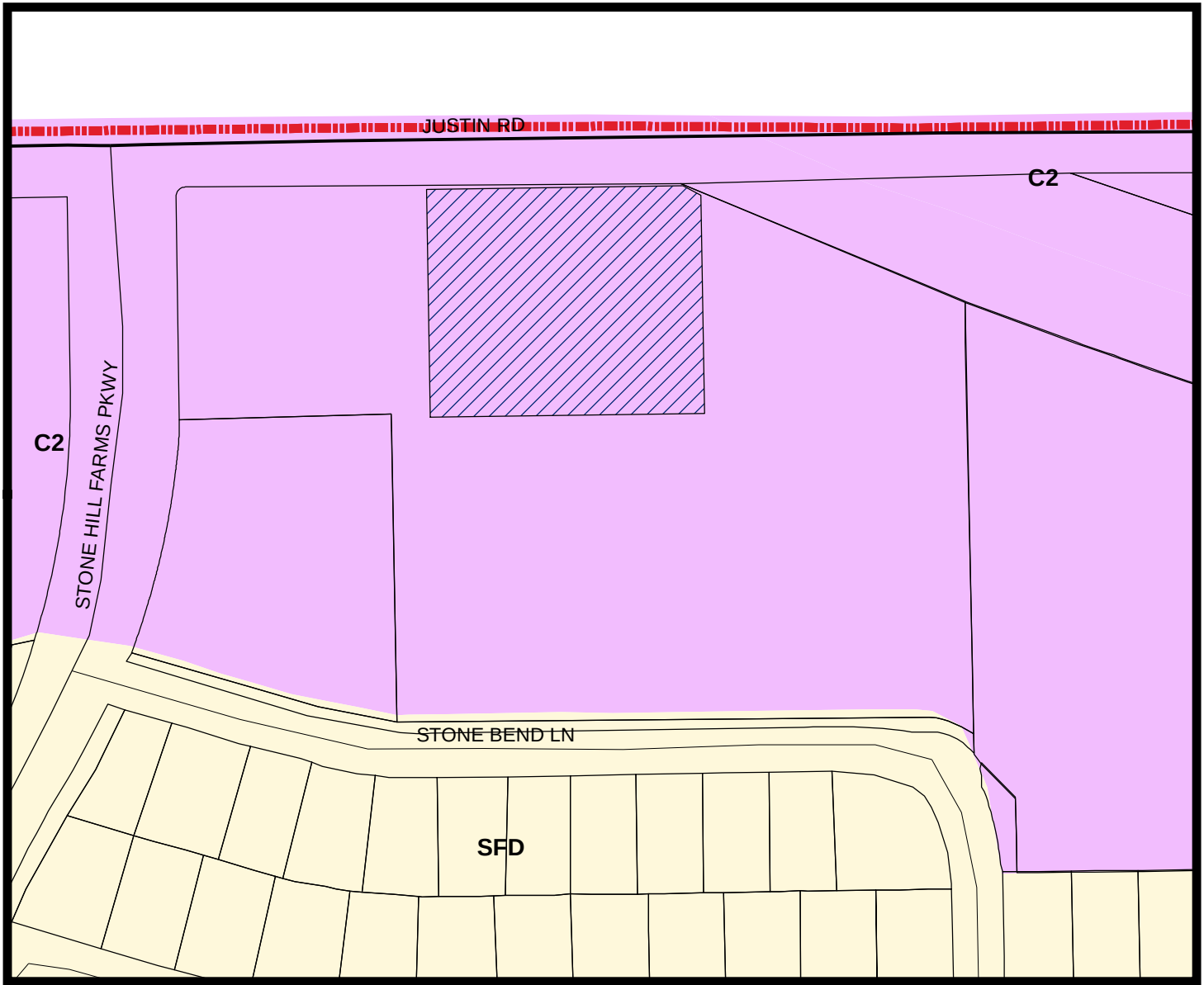
1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Site Plan Package

Vicinity Map

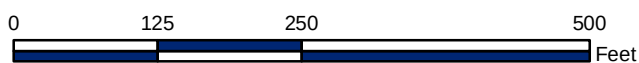
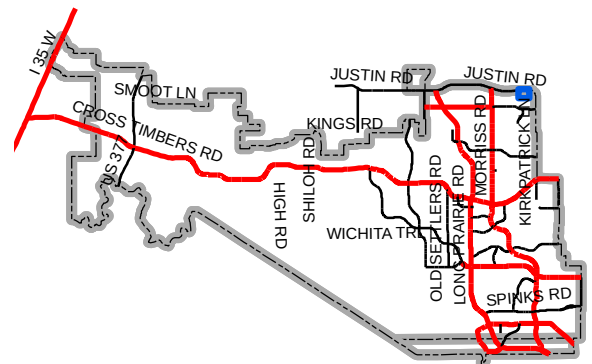
Reference Project: SP18-0004



LEGEND

 Commercial 2  Single Family Density

 — Subject Property



Map Location



1430 West Peachtree Street, NW
Suite 200
Atlanta, GA 30309
404.601.4000
www.greenbergfarrow.com
We Are Global

May 2, 2018

Re: Letter of Intent

Dear Sir/Madam:

We are submitting the Site Plan Application on behalf of the Owner, STONE HILL FM LLC, for the property located at the southwest corner of FM 407 (Justin Rd.) and Stone Hills Farms Parkway, Flower Mound, TX. The purpose of this Letter is to formally introduce the proposed Tenant of the site – Service First Automotive.

Service First Automotive (SFA) is an automotive repair shop dedicated to change the perception of a standard repair center by providing excellent customer service, state of the art technology and being dedicated to the community by holding sponsorships, mentorship programs and other community services.

Please see below required information about the subject property and intended use:

Current Zoning: PD-43 with Commercial C2 uses

Current Use: PD-43 with Commercial C2 uses

Proposed Use: minor auto repair facility

Gross Site Area: 77,530 S.F. (1.7798 AC.)

Net Site Area: 77,530 S.F. (1.7798 AC.)

Total Building Area: 11,155 S.F.

Required parking: 45 spaces; Provided parking: 52 spaces

Special Considerations: roof pitch waiver is required to allow 3 1/2 slope.

Service First Auto is home of the 10-minute oil change that does not even require you to get out of your vehicle. An attendant is able to guide you into one of many service bays in which they will service your vehicle while they pump fresh air conditioning in your car while you wait. If waiting in your car is not for you, you may wait in the upscale lobby equipped with a free iPad bar that can be used for games or browsing the internet, children's playroom and even a Starbucks coffee bar.

Service First Auto's meet and greet philosophy provides services within 15 seconds of entering the facility and their innovative team concept ensures that you won't have to suffer long waits. SFA is employed with expert certified mechanics trained to provide legendary customer service. They are able to diagnose your vehicle and provide expert recommendations for repairs and are committed to do this at a fair, reasonable price and in a timely manner. They are able to provide light automotive services that include oil changes, AC repair, inspections, brake services, maintenance, check engine light checks, and many others.

SFA even has on-site rental vehicles for longer repairs and provide a free car wash for each vehicle serviced. Our hours of operation are Monday thru Saturday 7 a.m. to 6:30 p.m.

Service First Auto is not only committed to customer service, but also to veterans in need and the community. Service First Auto created their very own "Wheels For Warriors" program in which they team up with high school students, Service First teammates, and their customer family to donate a vehicle to a Veteran in need every year. Service First also provides scholarship opportunities to high school students in the community that can range from \$1,000 - \$5,000.

Service First Automotive refuses to be a common automotive repair shop and is striving to set a higher quality standard, provide excellent customer service, and have a positive impact on the community they serve.

If you need any additional information, you can contact me at yfiester@greenbergfarrow.com

Sincerely,



Yelena Fiester
Site Development Coordinator
5500 Democracy Dr., Ste #125
Plano, TX 75024

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for any purpose other than the specific
project and site named herein, and cannot
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express written permission from the Professional.

DATE	DESCRIPTION
02-05-18	1ST CITY SUBMITTAL
03-16-18	2ND CITY SUBMITTAL
04-23-18	3RD CITY SUBMITTAL

1. CONTRACTOR MUST SECURE ALL NECESSARY PERMITS PRIOR TO STARTING WORK.
2. IF THE CONTRACTOR, IN THE COURSE OF THE WORK, FINDS ANY DISCREPANCIES BETWEEN THE PLANS AND THE PHYSICAL CONDITIONS OF THE LOCALITY, OR ANY ERRORS OR OMISSIONS IN THE PLANS OR IN THE LAYOUT AS GIVEN BY THE ENGINEER, IT SHALL BE HIS DUTY TO IMMEDIATELY INFORM THE ENGINEER. IN WRITING, AND THE ENGINEER WILL PROMPTLY VERIFY THE SAME. ANY WORK DONE AFTER SUCH A DISCOVERY, UNTIL AUTHORIZED, WILL BE AT THE CONTRACTOR'S RISK.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREON BEFORE BEGINNING CONSTRUCTION.
4. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE TO THE STATE AND LOCAL GOVERNMENT AGENCY LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS.
5. ALL ACCESSIBLE SITE FEATURES MUST BE CONSTRUCTED TO MEET ALL FEDERAL, STATE AND LOCAL CODE.
6. NOTIFY THE CITY INSPECTOR TWENTY-FOUR (24) HOURS BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
7. THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS, AND STAKES.
8. ARCHITECTURAL PLANS ARE TO BE USED FOR BUILDING STAKE OUT.
9. ALL DIMENSIONS ARE FROM FACE OF BUILDING, FACE OF CURB, AND WALL UNLESS OTHERWISE SPECIFIED ON PLANS.
10. CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
11. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE CONTRACT LIMITS DUE TO CONSTRUCTION OPERATION.
12. ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURB AND GUTTERS, ROADSIDE DRAINAGE DITCHES AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS.
13. ALL ROAD WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT AGENCY SPECIFICATIONS.
14. LIGHT/HEAVY DUTY PAVEMENT AND CONCRETE SECTIONS SHALL FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT PREPARED BY XXX, DATED XXXXX, 201X.
15. ALL CURB RADI SHALL BE 3' UNLESS OTHERWISE NOTED ON THE PLANS.
16. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THE DEVELOPMENT.
17. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
18. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
19. DUMPSITER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIAL ON THE MAIN BUILDING.
20. DUMPSITER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
21. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
22. MAINTAIN 24 HOURS ALL WEATHER ACCESS TO INGRESS, EGRESS AND REGRESS IN, ALONG WITH AND ACROSS THE EASEMENT FOR MAINTAINING CURRENT AND FUTURE FACILITIES.
23. BLOW OFF CONCRETE PAD MUST BE BETWEEN 6-INCHES TO 18-INCHES ABOVE GRADE.

MATT CLARK
PROFESSIONAL ENGINEER
LICENSE NO. 123349

PROJECT MANAGER
ROBERT FIESTER

DRAWN BY
GERARDO MONSIVAIS

SERVICE FIRST

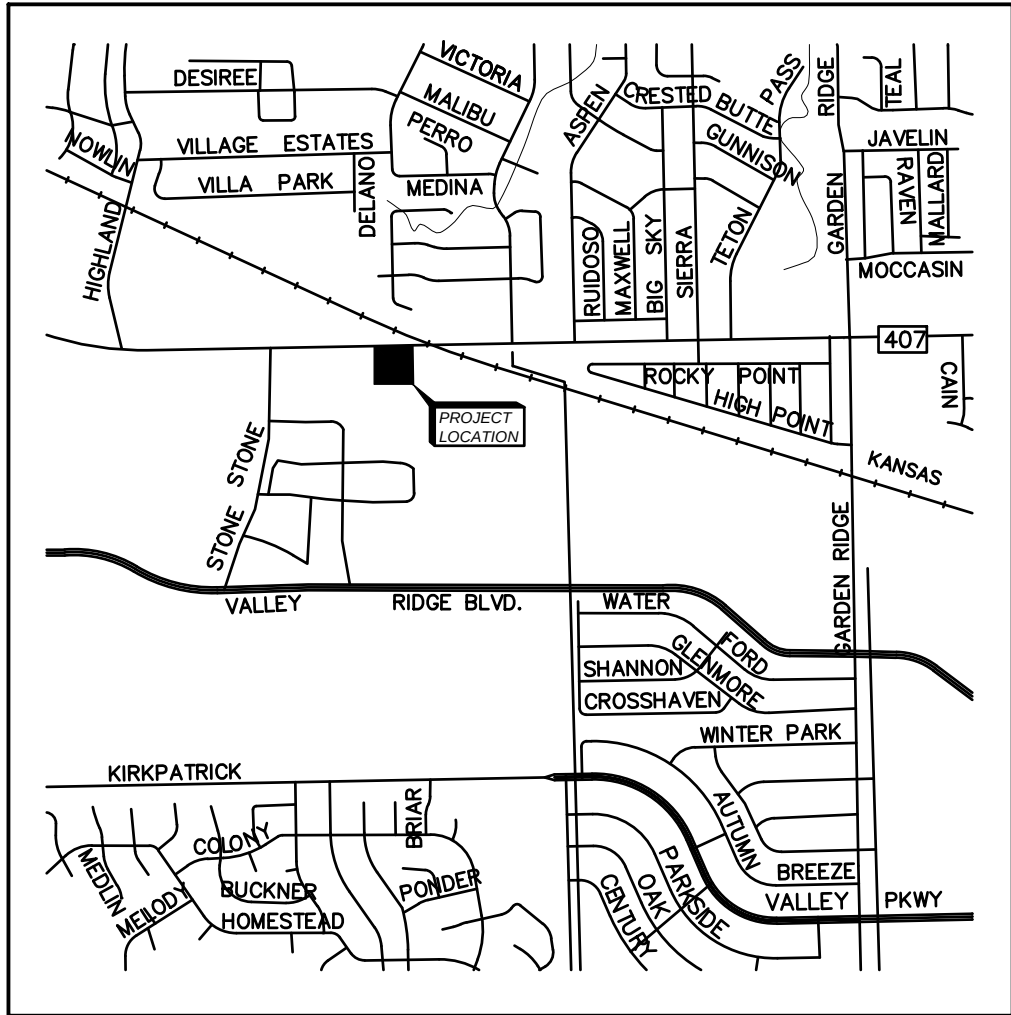
**F.M. 407 & STONE
HILL FARMS RD.**

20171037.0

SITE PLAN

C-2.0

NOT ISSUED FOR CONSTRUCTION



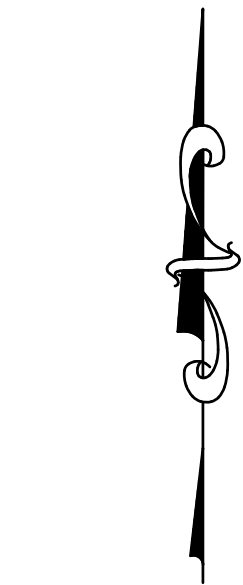
IRF	IRON ROD FOUND	— — — —	BUILDING SETBACK LINE
XCF	"X" CUT FOUND	— — — —	EXISTING EASEMENT LINE
(CM)	CONTROLLING MONUMENT	— — — —	PROPOSED EASEMENT LINE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS	— — — —	SUBJECT PROPERTY LINE
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS		CONCRETE AREA
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS		TREE WITH TAG NO.
CI	CURB INLET		
DST	DO NOT STOP ON TRACKS SIGN		
	FIRE HYDRANT		
	INLET RIM		
	INVERT REFERENCE		
	IRRIGATION CONTROL VALVE		
SV	POWER POLE		
	RAILROAD SIGNAL		
	SIGN		
	WATER MANHOLE		
	WATER VALVE		
X 555.55	SPOT ELEVATION		
GT 555.55	GUTTER ELEVATION		
TC 555.55	TOP OF CURB ELEVATION		
—OHE—	OVERHEAD ELECTRIC		
—NG—	U.G. GAS		
—FO—	U.G. FIBER OPTIC		
—T—	OVERHEAD TELEPHONE		

 PROPERTY LINE
 PROPOSED CURB
 PROPOSED FIRELANE
 PROPOSED PARKING SPACES

- 1A SEEDED GREEN AREA. (REF. LANDSCAPE PLANS)
- 7E RAMP IN SIDEWALK. (PER DETAIL C-2.2-11-4)
- 12A 4" TRAFFIC YELLOW LANE STRIPE. (SEE LENGTH INDICATED AT SYMBOL)
- 4C REFLECTIVE WHITE PARKING STRIPES.
- 12D 4" WHITE PAINTED STRIPES 2.0' O.C. @ 45'.
- 12E PEDESTRIAN CROSSING-4" WHITE PAINTED WHITE STRIPES. 2.0' O.C. @ 45'.
(SEE SIZE INDICATED AT SYMBOL)
- 21A TAPER CURB TO MATCH EXISTING CURB.
- 21B TAPER CURB FROM 6" TO 0" OVER 2'.
- 22A LIMITS OF SAWCUT AND PAVEMENT REMOVAL.
- 22B MATCH EXISTING PAVEMENT ELEVATION.
- 22C MONUMENT/PYLON SIGN. SIGNAGE REQUIRES SEPARATE PERMITS.
- 22D DUMPSTER ENCLOSURE. (PER ARCH. PLANS)
- 22E "STOP" SIGN.
- 22F EXISTING FIRE HYDRANT.
- 22G PROPOSED BACKFLOW AND FDC. REF. UTILITY PLANS

1B CONCRETE CURB.
3D CONCRETE SIDEWALK.
5A BOLLARD (SINGLE)
9S ACCESSIBLE/VAN ACCESSIBLE PARKING SIGN. (TYP.)
9U ACCESSIBLE PARKING SYMBOL.
10A TRAFFIC FLOW ARROW.
10B STOP BAR.

Site Data Table		
	FM 407 & Stone Hill	
Physical Address	Stone Hill	
Gross Site Area	1.7798 ac	77,530 sf
Net Site Area	1.7798 ac	77,530 sf
Zoning	PD 43/C2	
Current Use	PD 43/C2	
Lot Coverage Data		
Building Coverage		
Impervious Area		67,347 sf
Pervious Area		10,186 sf
Parking Summary	Required	Provided
Surface Parking	45	52
Total Parking		52
Building Data		
Building		1 Story
Peak Height		30'-10"
Mean Height		16'-0"
Total Square Footage		13,262 sf
*NOTE: EXCESS PARKING PERCENTAGE IS 15.5%.		



(IN FEET)
1 inch = 20 ft.

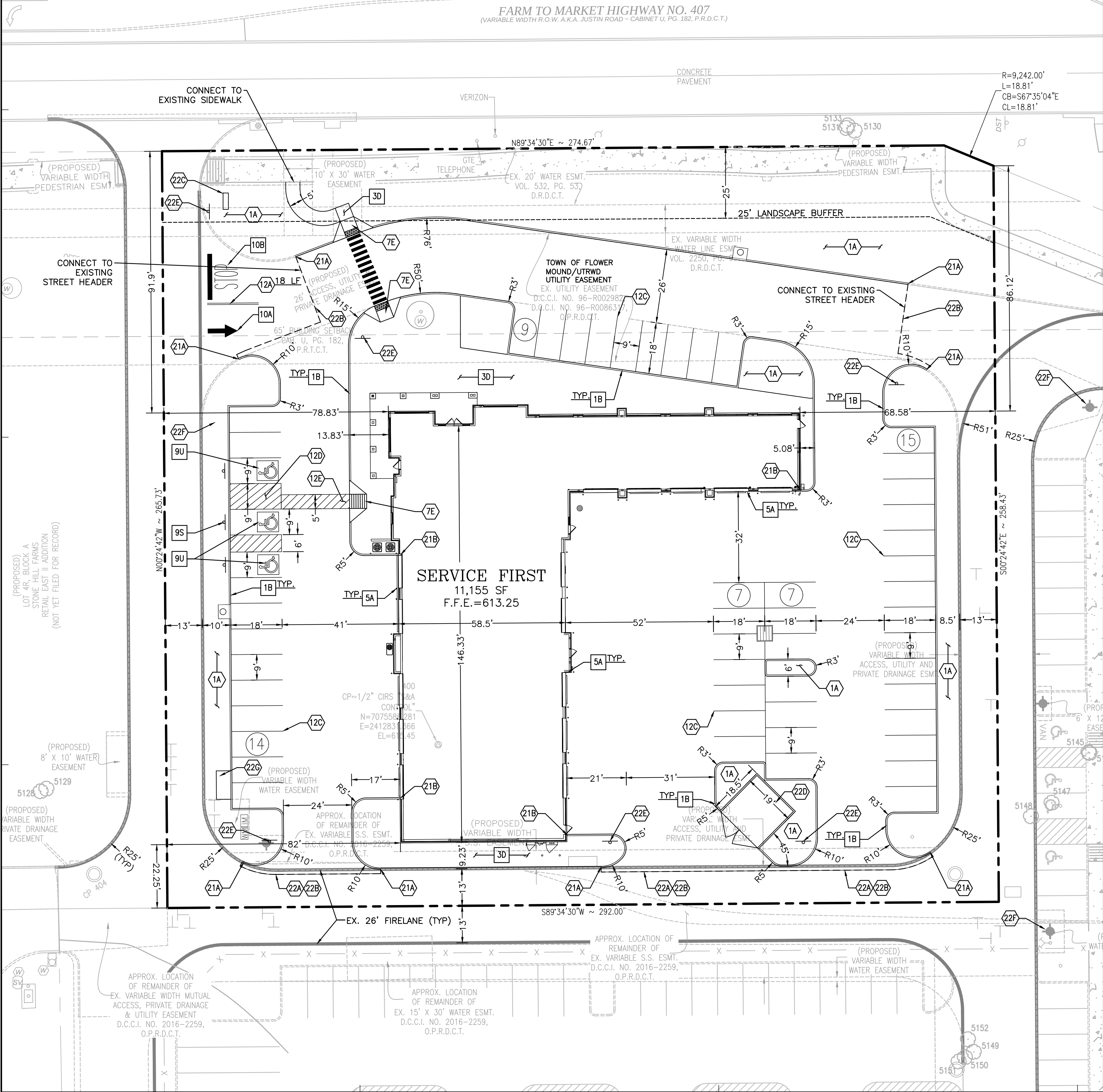


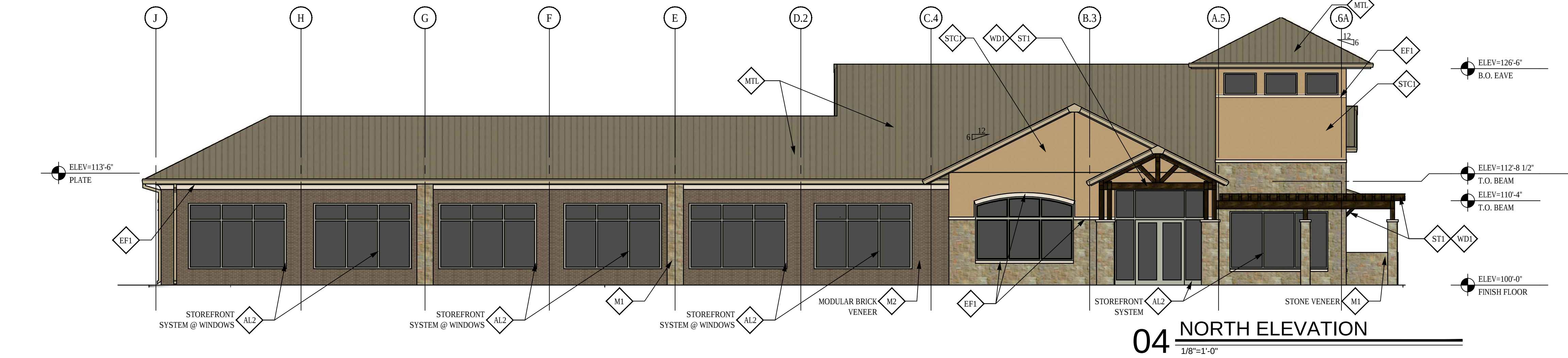
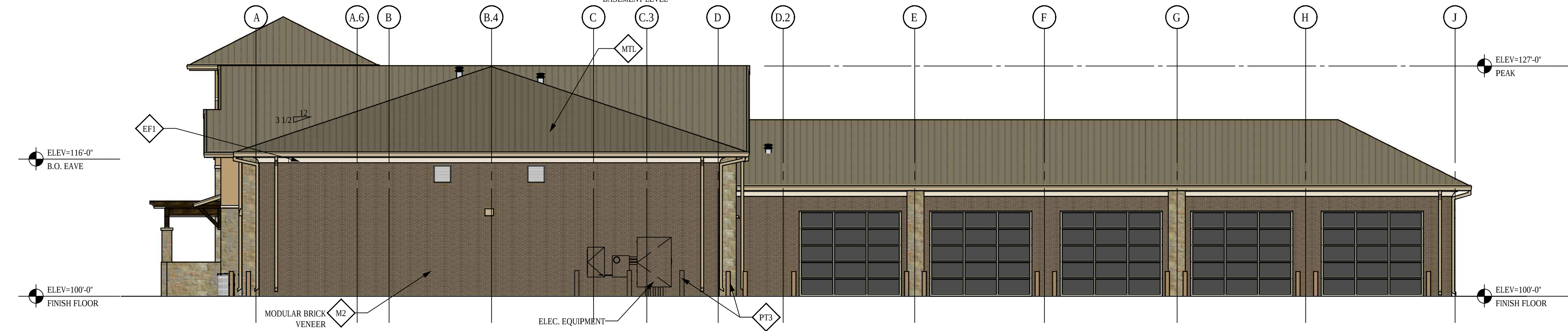
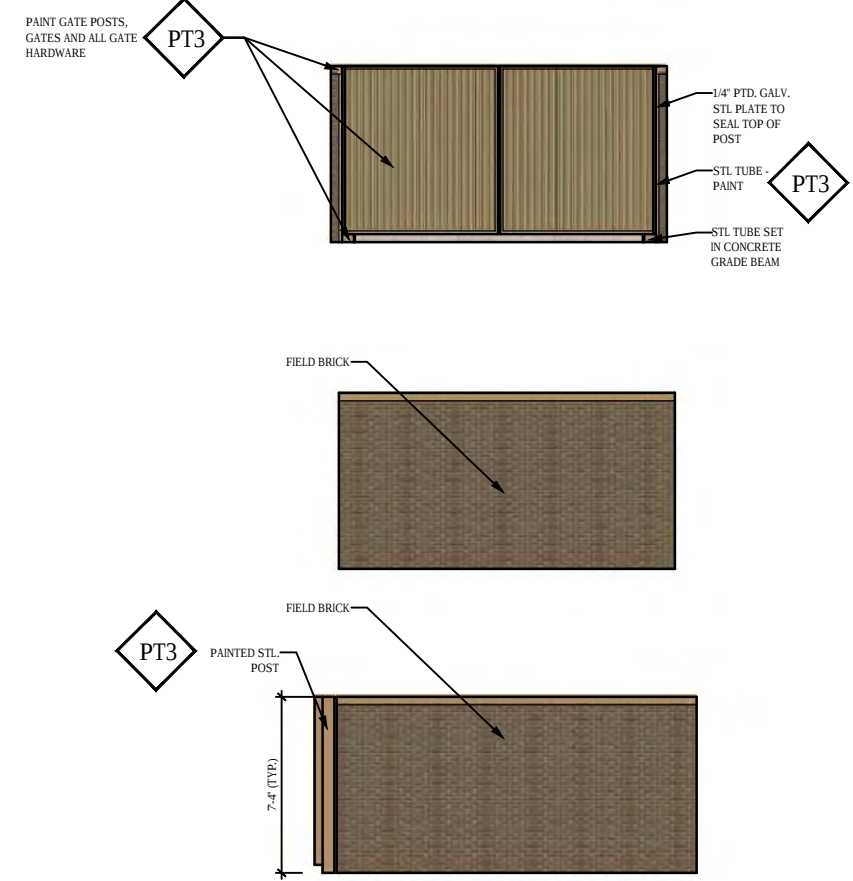
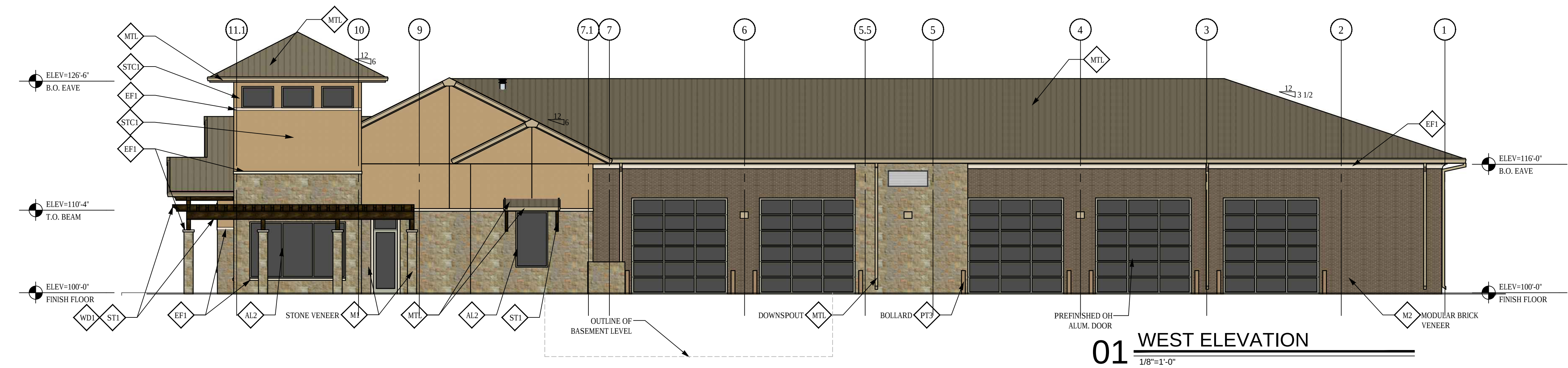
Know what's **below**.
Call before you dig.

REVIEWED
OWN OF FLOWER MOUND
Released for Construction
Date _____

Town of Flower Mound
Engineering Services Division

*NOTE: THE TOWN OF FLOWER MOUND
CONSTRUCTIONS STANDARDS APPLY WHETHER
INDICATED ON THESES PLANS OR NOT.





- GENERAL NOTES:
- ANY ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.
 - PAINT STEEL GATE POSTS, METAL GATES, AND ALL METAL GATE HARDWARE

FINISH KEY	DESCRIPTION/ LOCATION	COLOR
AL2	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED
EF1	EIFS (BANDING)	MATCH SW6091 "RELIABLE WHITE"
M1	STONE VENEER	APACHE CHALK
M2	BRICK VENEER	DRIFTWOOD
MTL	GALVALUME R PANEL	BROWNSTONE
PT3	PAINT	SW9114 "FALLEN LEAVES"
ST1	WOOD STAIN	BEHR SC-103 "COFFEE"
STC1	STUCCO	MATCH VALSPAR "BAMBOO REED"
WD1	WOOD TIMBER	SEE ST1 ABOVE

MATERIAL SCHEDULE

WALL AREA (ALL IN SF)		NORTH		SOUTH		EAST		WEST	
TOTAL FACADE AREA		2190		1961		2497		2778	
FACADE SF EXCLUDING DOORS & WINDOWS		1262		1361		1675		1876	
DOORS & WINDOWS		928		600		822		902	
FACADE CALCULATIONS									
PRIMARY MASONRY	STONE (M1)	314	25%	50	4%	670	40%	620	33%
	BRICK (M2)	429	34%	1129	83%	615	37%	637	34%
	STUCCO (STC1)	373	30%	0	0%	230	14%	491	26%
SECONDARY MASONRY	EIFS (EF1)	146	12%	182	13%	158	9%	128	7%
TOTAL SF / % OF FACADE		1262	100%	1361	100%	1673	100%	1876	100%

NCA Partners
ARCHITECTURE

5646 MILTON ST.
SUITE 610
DALLAS, TX 75206
214.361.9901
214.361.9906 FAX
ncapartners.com

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SERVICE FIRST AUTO CENTER
407 AND STONEHILL
FLOWER MOUND, TX

DATE	DESCRIPTION
04-19-2018	PLANNING REVIEW

PRELIMINARY
THIS DOCUMENT SHALL NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION. RELEASED UNDER THE AUTHORITY OF NICHOLAS K. CADE, TBAE LICENSE #9301

NCA JOB #: 17098

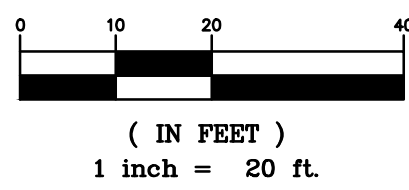
COLOR
ELEVATIONS

A2.1



Know what's below.
Call before you dig.

GRAPHIC SCALE



CP=1/2"

N=7

E=2

FARM TO MARKET HIGHWAY NO. 407
(VARIABLE WIDTH R.O.W. A.K.A. JUSTIN ROAD - CABINET U, PG. 182, P.R.D.C.T.)

TOWN OF FLOWER MOUND/UTRW
UTILITY EASEMENT
R=9,242.00'
L=18.81'
CB=S67°35'04"E
CL=18.81'

SERVICE FIRST
11,155 SF
F.F.E.=613.25

Street Yard Landscaping			
Standard	Total Street Yard (SF)	Required	Provided
Min. 20% of Street Yard	26,201 SF	5,240 SF	7,342 SF

Street Yard Trees			
Standard	Total Street Yard (SF)	Required	Provided
10,000 To 100,000; 1 Tree per 2,500 SF, First 10,000 is 10 trees	26,201 SF	17 Trees	17 Trees

Street Buffer Landscaping			
		Required	Provided
Farm To Market		Buffer Width	
Highway 407		25 FT	25 FT

Street Buffer Trees			
Standard	Total Street Yard (LF)	Required	Provided
1 Per 30 LF	297 LF	10 Trees	11 Trees

Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 SF Per 12 Spaces	52	390 SF	4,695 SF

Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 Per 10 Parking Spaces	52	6 Trees	7 Trees

GENERAL LANDSCAPE NOTES:

- CONTRACTORS SHALL HAVE UNDERGROUND UTILITIES LOCATED, LEGIBLY MARKED, AND SHALL REPAIR ANY AND ALL DAMAGE WHICH MAY OCCUR AS A RESULT OF LANDSCAPE INSTALLATION. UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATED, AND SHOULD BE VERIFIED ON THE CIVIL UTILITY PLAN AND IN THE FIELD.
- UNDER NO CIRCUMSTANCES WILL LANDSCAPE WORK BE APPROVED FOR PAYMENT IF PLANT SIZE AND GENERAL HEALTH ARE NOT AS REQUIRED ON PLAN.
- ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED ON PLANT LIST.
- ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS AS SPECIFIED.
- ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND THE OWNER BEFORE, DURING AND AFTER INSTALLATION.
- THE LANDSCAPE ARCHITECT MUST APPROVE ANY ALTERATIONS OR REVISIONS TO THE LANDSCAPE PLAN.
- THE LANDSCAPE ARCHITECT MUST APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL BEFORE INSTALLATION.
- THE CONTRACTOR SHALL PROTECT EXISTING FEATURES ON SITE.
- ALL PLANTING AREAS, AND UNPAVED AREAS ON SITE NOT SPECIFIED FOR BED AREAS, MUST BE COMPLETELY SODDED, SEEDDED, OR HYDROSEEDDED. ANY PERMEABLE AREAS (ON SITE, OFF SITE, OR IN RIGHT-OF-WAY, DAMAGED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND SEEDDED OR HYDROSEEDDED.
- THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THESE PLANS, BEFORE PRICING THE WORK.
- THE LANDSCAPE CONTRACTOR SHALL FULLY MAINTAIN ALL PLANTING (INCLUDING BUT NOT LIMITED TO WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF PLANTING AREAS AND LAWNS FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION.
- THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR ONE (1) YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE THE END OF THE GUARANTEE PERIOD (AS PER DIRECTION OF THE OWNER).
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOOLIATES (PRIOR TO TOTAL ACCEPTANCE OF WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUMS QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR FINISHED GRADING. ALL LANDSCAPE PARKING ISLANDS. FINISHED GRADE IN ISLANDS IS TO BE CROWNED APPROXIMATELY 6"-12" ABOVE THE TOP OF CURB. SOIL IN ISLANDS IS TO BE FREE OF UNSUITABLE MATERIAL AND DEBRIS I.E. GRAVEL OR ASPHALT.
- IF CONTRACTOR IS UNABLE TO DIG PLANT PITS TO A DEPTH THAT WILL PROVIDE THE AREA OF SOIL AROUND THE ROOT BALL DUE TO ROCK, CONTACT ARCHITECT, CIVIL ENGINEER, AND CITY HORTICULTURIST IMMEDIATELY.
- ALL SLOPES THAT EXCEED 3:1 TO BE TREATED WITH SOD. ALL OTHER UNTREATED DISTURBED AREA TO BE TREATED WITH HYDROSEED.
- THE TOP EDGE OF ALL LANDSCAPE EDGING SHALL BE A MINIMUM OF 5" BELOW FINISHED FLOOR ELEVATION.
- THE LANDSCAPE CONTRACTOR SHALL DESIGN AND INSTALL SITE IRRIGATION SYSTEM AFTER DESIGN IS SUBMITTED FOR APPROVAL.

PLANT SCHEDULE

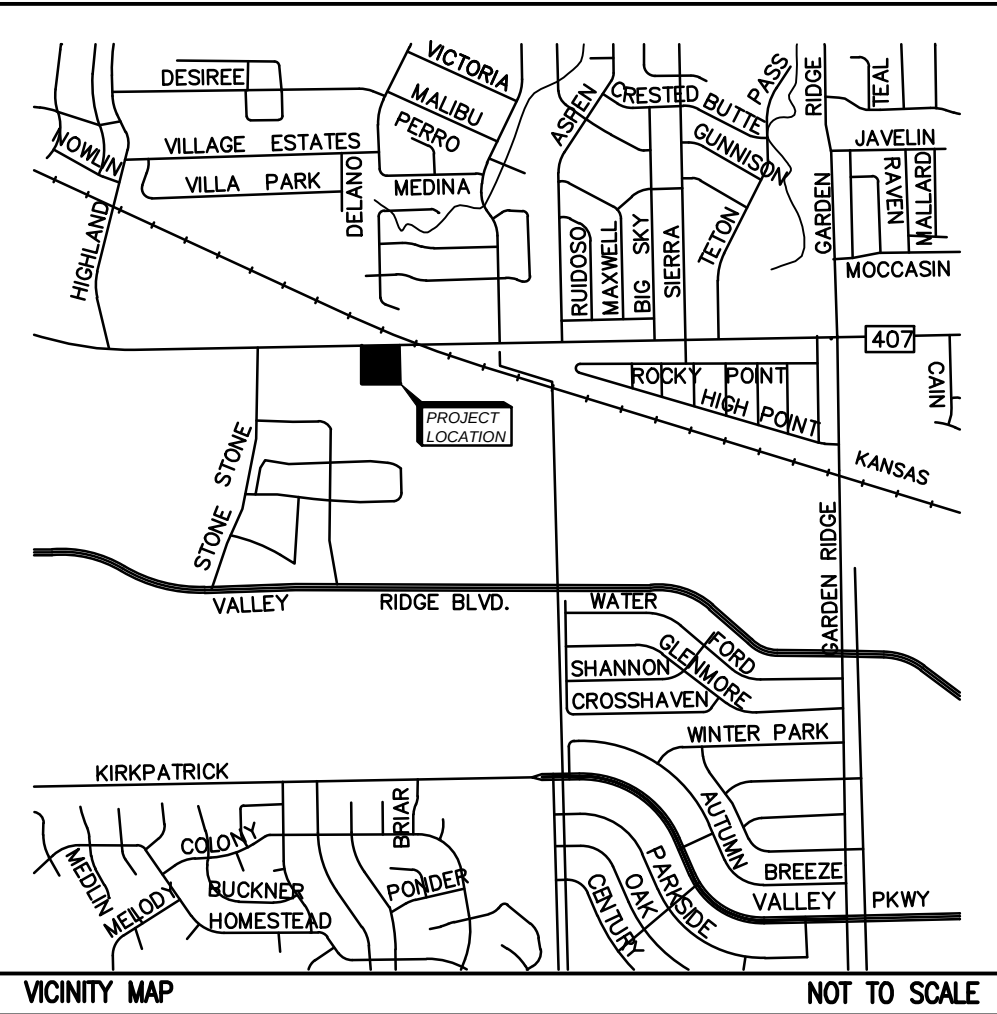
TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	HEIGHT
	CT	2	Cercis canadensis texensis / Texas Redbud	30 gal	3" Cal	10'-12'H
	FT	4	Fraxinus texensis / Texas Ash	30 gal	3" Cal	10'-12'H
	JE	2	Juniperus virginiana / Eastern Red Cedar	30 gal	3" Cal	10'-12'H
	QM	5	Quercus muehlenbergii / Chinkapin Oak	30 gal	3" Cal	10'-12'H
	QS	5	Quercus shumardii / Shumard Red Oak	30 gal	3" Cal	10'-12'H
	TD	3	Taxodium distichum / Bald Cypress	30 gal	3" Cal	10'-12'H
	UC	4	Ulmus crassifolia / Cedar Elm	30 gal	3" Cal	10'-12'H
SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	SIZE	HEIGHT	
	IB2	131	Ilex cornuta 'Burfordii Nano' / Dwarf Burford Holly	5 gal	18"-24" Ht. Min.	
	MR	39	Muhlenbergia reverchonii / Seep Muhly	1 gal	18"-24" Ht. Min.	
	MC	10	Myrica cerifera / Wax Myrtle	5 gal	8' Ht. Min.	
	RI	39	Rhaphiolepis indica / Indian Hawthorn	5 gal	18"-24" Ht. Min.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	SPACING	
	CD	5,165 sf	Cynodon dactylon / Bermuda Grass	Sod		
	DG	883 sf	Decomposed Granite	-		

NOTE: ALL TURF AND LANDSCAPE AREAS SHALL BE IRRIGATED.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
[1]	INSTALL ORGANIC MULCH, MINIMUM 2" DEPTH, INSTALL MULCH BARRIER FABRIC.		
[2]	4" STEEL EDGING, GREEN OR BLACK DETERMINED BY ARCHITECT. REFERENCE DETAIL ON C-11.1.		

NO TREE SURVEY IS PROVIDED, THERE ARE NO EXISTING TREES ON SITE.
REFERENCE C-1.0 DEMOLITION PLAN.



GreenbergFarrow
TX FIRM # F-4380

5500 Democracy Drive, Suite 125
Plano, TX 75024
t: 972 362 6118

PROJECT TEAM

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ISSUE/REVISION RECORD

DATE	DESCRIPTION
02-05-18	SITE PLAN SUBMITTAL
03-12-18	2ND CITY SUBMITTAL
04-17-18	3RD CITY SUBMITTAL



PROFESSIONAL IN CHARGE
ROBERT FIESTER
REGISTERED LANDSCAPE ARCHITECT
LICENSE NO. 2632

PROJECT MANAGER
ROBERT FIESTER

QUALITY CONTROL
ROBERT FIESTER

DRAWN BY
NICOLE NOVACK

PROJECT NAME
SERVICE FIRST

FLOWER MOUND
TEXAS

F.M. 407 & STONE
HILL FARMS RD.

PROJECT NUMBER
20171037

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
L-1.0

NOT ISSUED FOR CONSTRUCTION

PROJECT TEAM

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PROFESSIONAL IN CHARGE
ROBERT FIESTER
REGISTERED LANDSCAPE ARCHITECT
LICENSE NO. 2632

PROJECT MANAGER
ROBERT FIESTER

QUALITY CONTROL
ROBERT FIESTER

DRAWN BY
NICOLE NOVACK

PROJECT NAME
SERVICE FIRST

FLOWER MOUND TEXAS

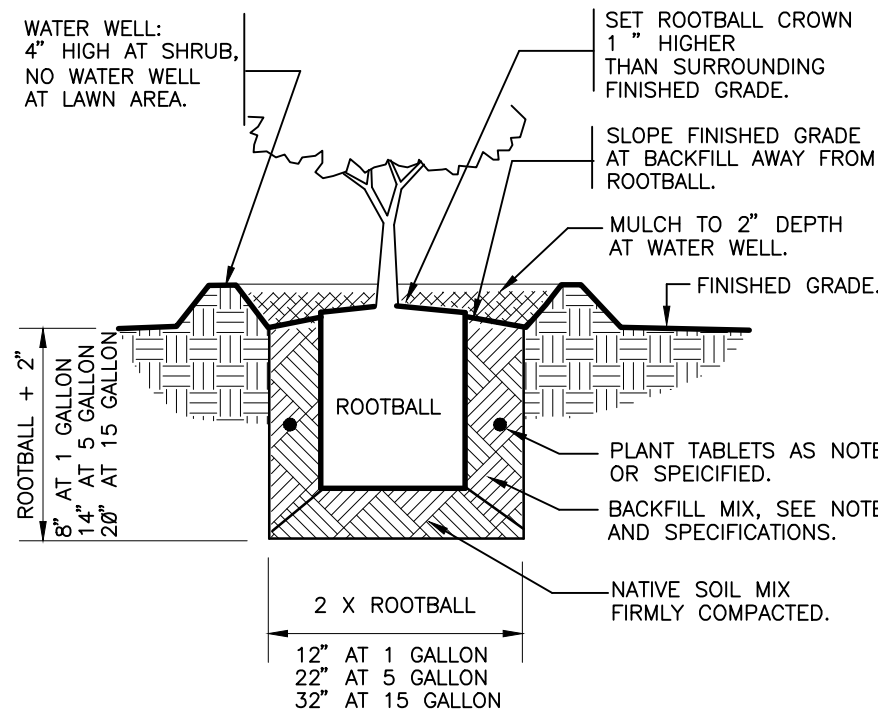
F.M. 407 & STONE HILL FARMS RD.

PROJECT NUMBER
20171037

SHEET TITLE
LANDSCAPE DETAILS

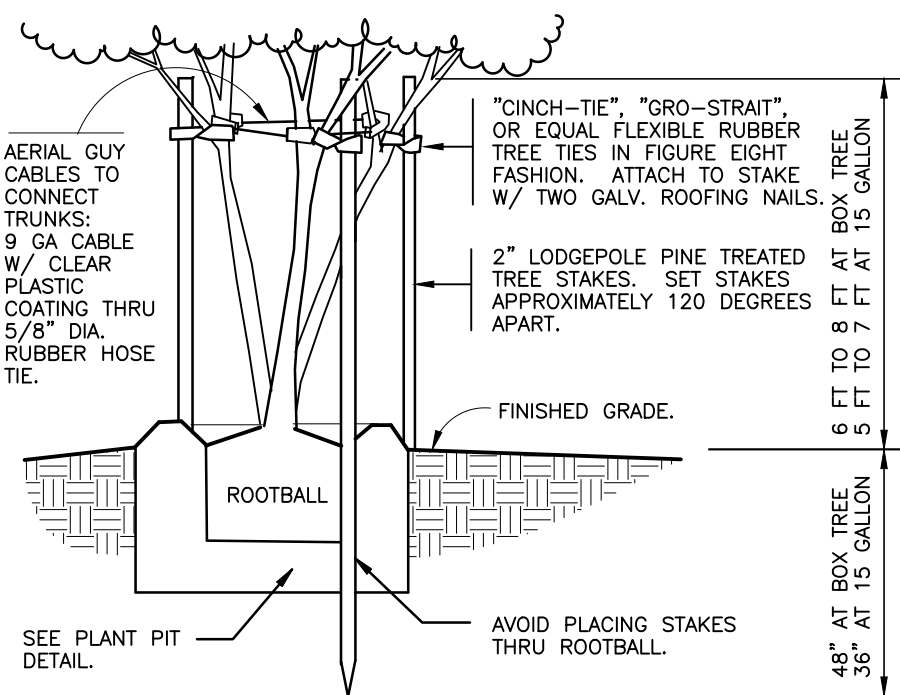
SHEET NUMBER
L-1.1

NOT ISSUED FOR CONSTRUCTION



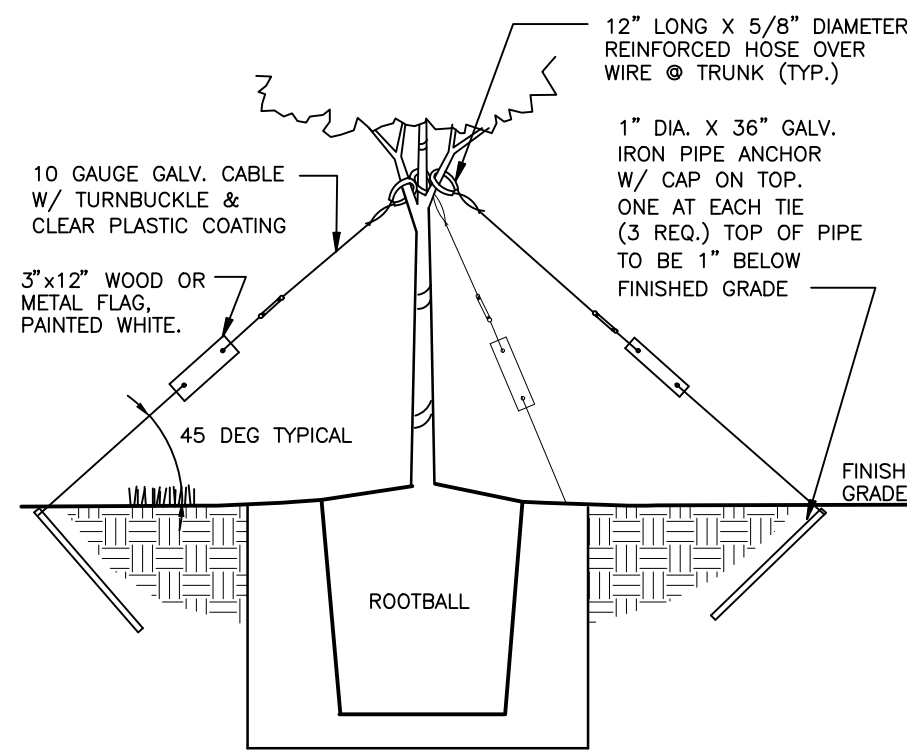
1 SHRUB PLANTING
1" = 1'-0"

FX-PL-FX-SHRB-07



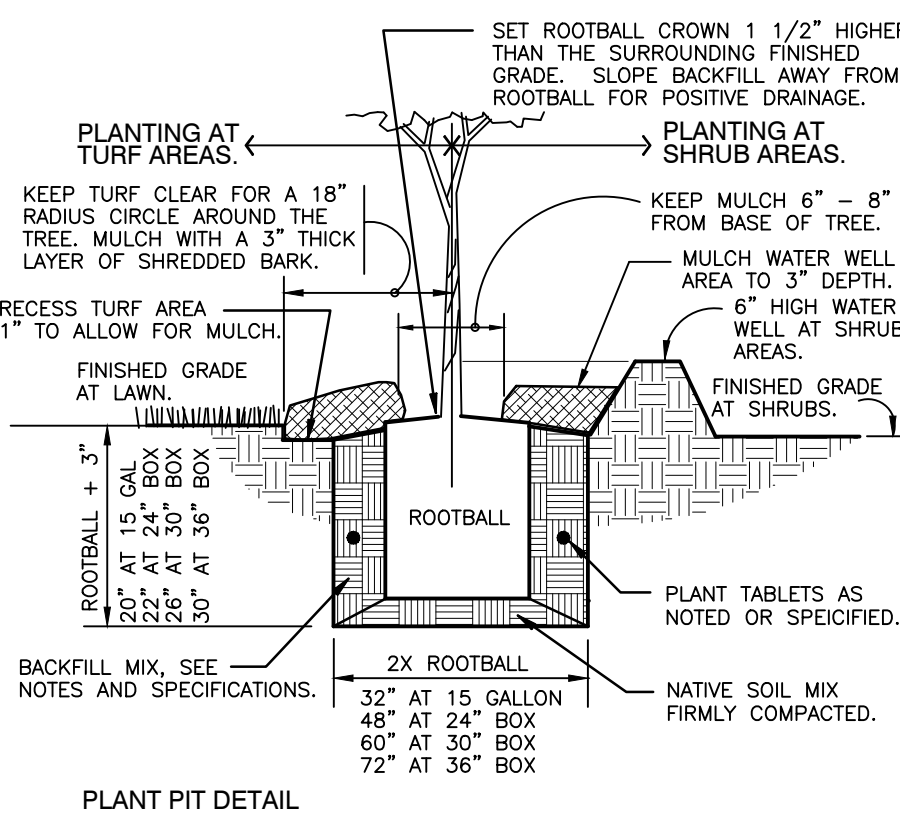
2 TREE PLANTING MULTI-STAKE
1" = 1'-0"

FX-PL-FX-TREE-15

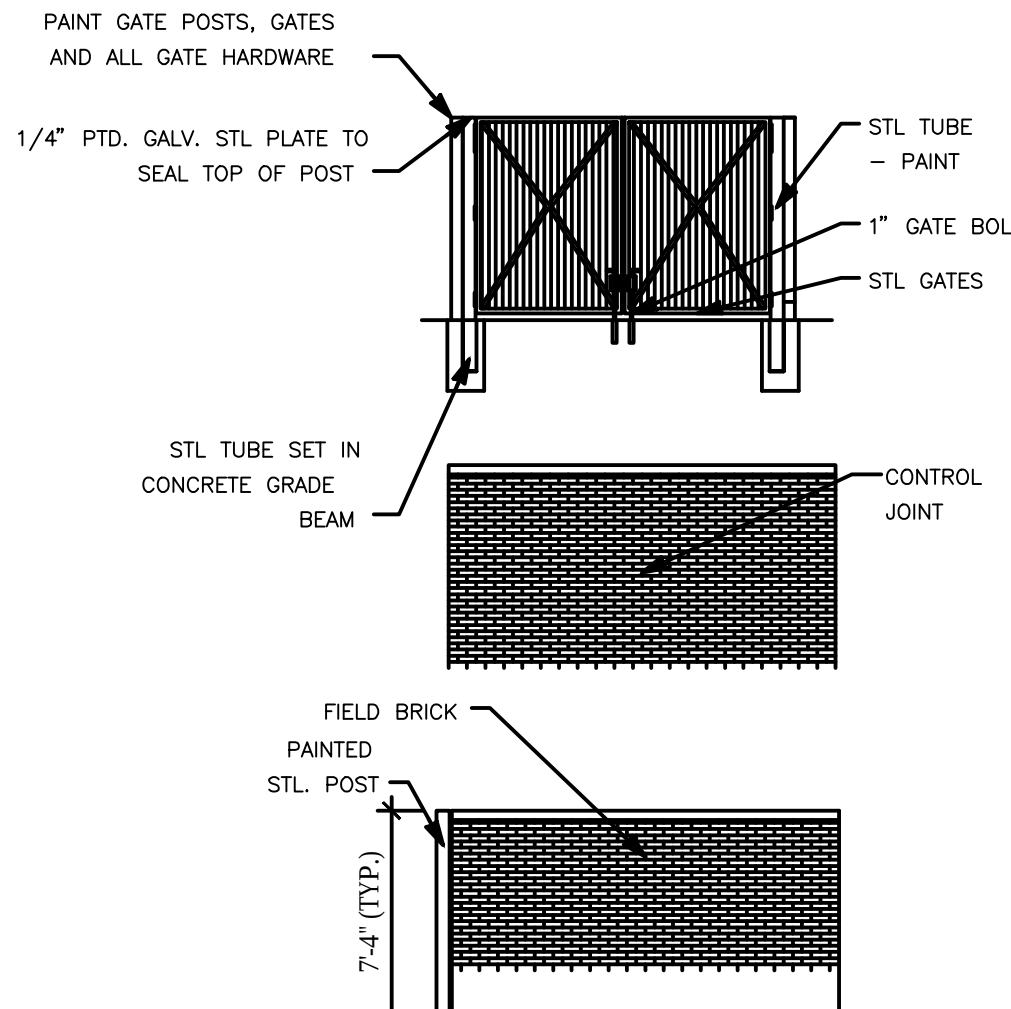


3 TREE GUY WIRE PLANTING
1" = 1'-0"

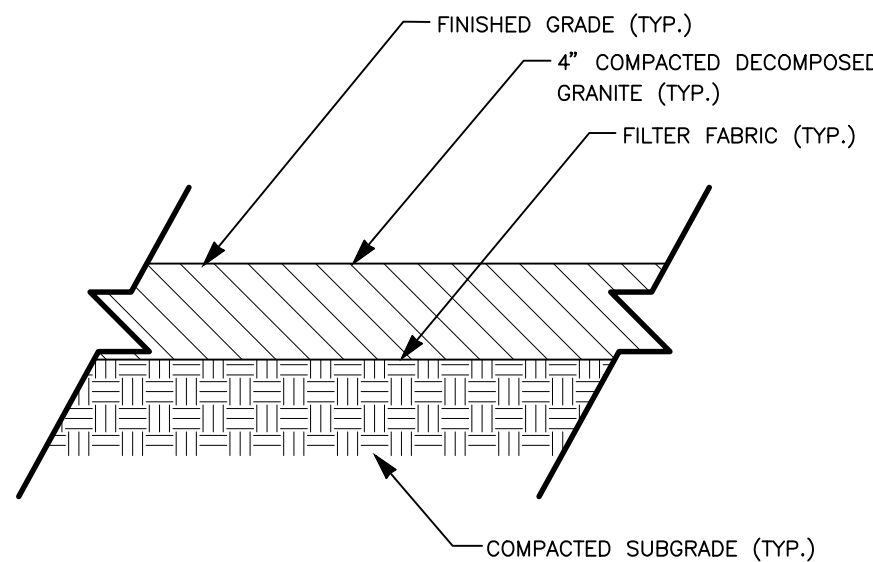
FX-PL-FX-TREE-17



4 DUMPSTER
NTS



5 DECOMPOSED GRANITE DETAIL
NTS





TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: May 21, 2018

FROM: Richard Brown, Senior Planner

ITEM: Consider a request for a Site Plan (SP18-0003 – Lake Forest Plaza, Lot 10) to develop an office/retail building, with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located north of Flower Mound Road and west of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 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

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Site Plan (SP18-0003 – Lake Forest Plaza, Lot 10) to develop an office/retail building, with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: May 14, 2018

FROM: Richard Brown, Senior Planner

ITEM: Consider a request for a Site Plan (SP18-0003 – Lake Forest Plaza, Lot 10) to develop an office/retail building, with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located north of Flower Mound Road and west of Long Prairie Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There is a waiver request to the Town's regulations which necessitates special consideration by the Commission (see Analysis below).

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

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop a two-story office and retail building (multi-tenant) encompassing 23,067 square feet of floor area within the Phase 3 portion of the Lake Forest Plaza nonresidential subdivision. The property is located within Planned Development District No. 29 (PD-29) for Retail District-2 (R-2) uses. The proposed development provides for one and two story elevations within the single structure's design, the latter's setback complying with the more restrictive compatibility setback from existing residential uses for buildings in excess of one story.

On January 11, 2016, a Phase 3 record plat for this nonresidential subdivision was approved by the Planning and Zoning Commission that provides for four buildable lots (Lots 8-11). A mutual access easement provides for cross access, with ingress/egress options connecting to Flower Mound Road and Long Prairie Road. This application represents the second lot to be developed; two buildable lots remain undeveloped within this phase.

The site plan depicts necessary setbacks, landscape buffer and easements. The applicant's proposed mix of uses requires 109 spaces, with 87 being provided. The reduction of 22 spaces equates to a 20 percent reduction of required parking which is within the Town's allowable deviation. Proposed landscaping is in compliance with the Town's requirements. The elevations are in compliance with the Town's Urban

Design Plan, as well as possessing similar design and material detail found on existing buildings within the nonresidential subdivision.

Exception to Access Management Policy and Criteria

The Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances requires driveway spacing along Flower Mound Road a minimum 250 feet between drive approaches. Engineering staff has worked with the applicant to relocate a proposed second access point along the southern property line (mutual access easement) which will eliminate possible safety concerns. The new location along Flower Mound Road is situated approximately 195.8 feet from the referenced access easement. Engineering staff has no objections to the location for this relocated drive approach.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

B. Application Details

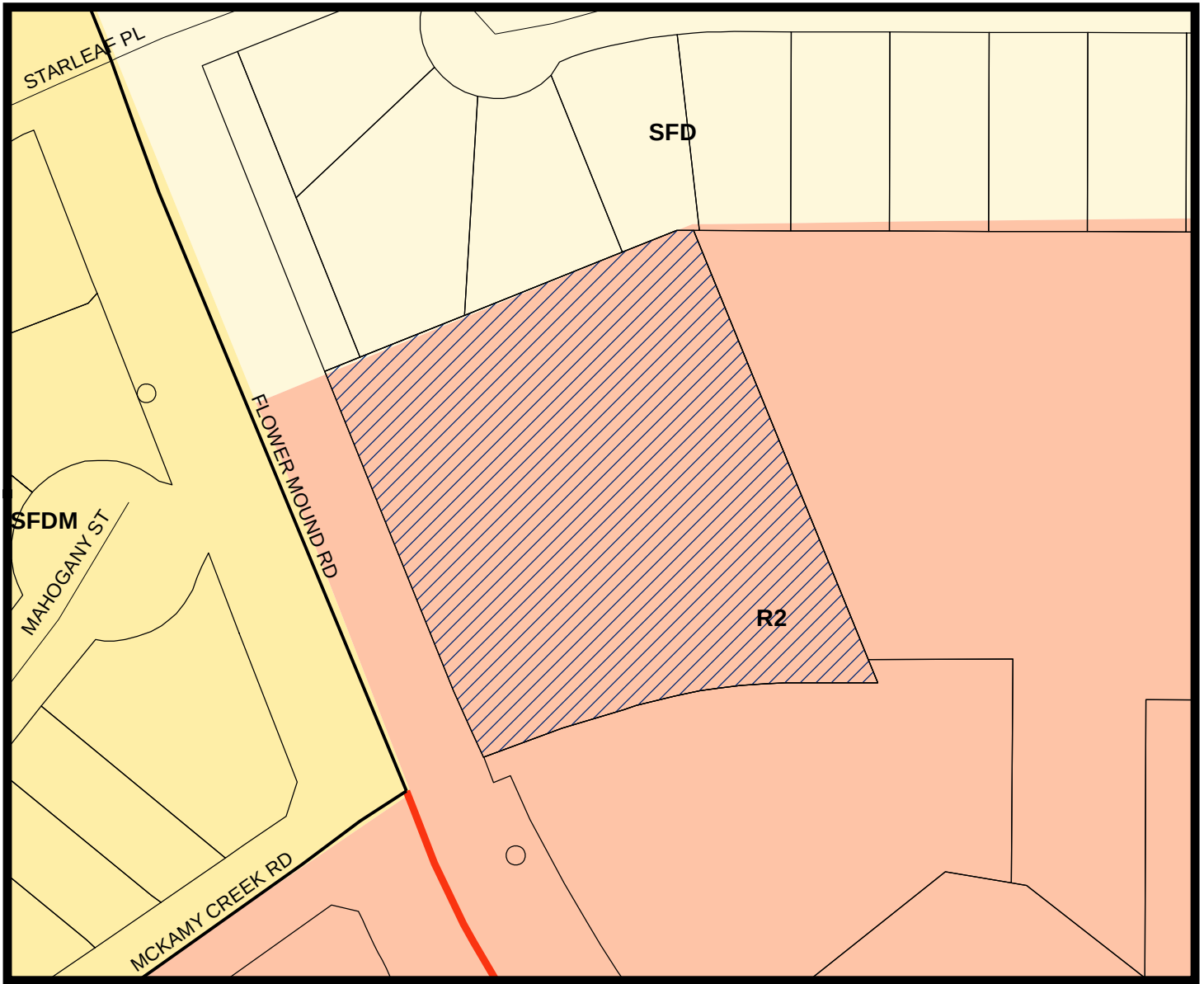
1. Site Plan Package

Vicinity Map

Attachment 1: Planning and Zoning Commission Staff Report



Reference Project: SP18-0003



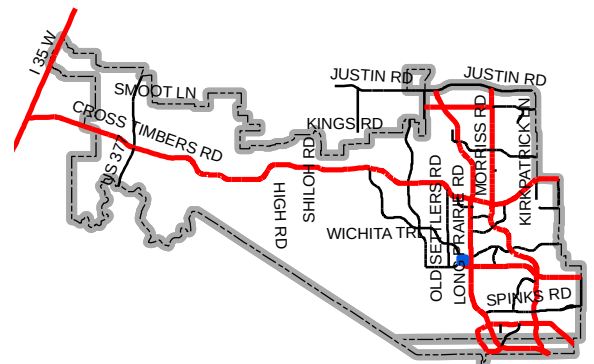
LEGEND

 Retail 2  Single Family Density  Single Family Density Medium

 Subject Property



0 75 150 300 Feet



Map Location



SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

May 9, 2018

Mr. Richard Brown
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Lake Forest Plaza Site Plan
Letter of Intent
G&A Job No. 17328**

Mr. Brown:

Please accept this letter, on behalf of Dr. Greg Anderson, of the Site Plan for Lot 10, Block 1, Lake Forest Plaza Phase 3 of the John Wizwell Survey, Abstract No. 1346. This application includes an approximate 1.754 acre tract of land that is currently zoned **PD-29 for Retail District-2 (R-2) uses**. Our client intends to build a building with office, retail and restaurant space. The building will be 23,067 sq. ft. gross area with 12,900 sf of retail space, 2,307 sf of restaurant space, 7,860 sf of office space and the associated parking lot improvements per Town of Flower Mound requirements. This project will be built as a single phase. Dr. Anderson will maintain ownership of the building and lease the space to various tenants. We are also requesting a variance to the driveway spacing from the Walmart entrance to our entrance on Flower Mound Road which is proposed to be 195.8 feet.

Concurrently, with the Site Plan application, we are also submitting the necessary construction plans for the required paving and utilities to support the proposed development.

Thank you in advance for your time and consideration of this project. Please don't hesitate to contact me with any further questions and/or comments.

Sincerely,

Douglas W. Weaver, P.E.

cc: Dr. Greg Anderson

Z:\2017\17328\PDFs & Submittals\FP & Const. Plans\SITE PLAN\2018.05.09_6th Submittal\2018.05.07 LOI.doc



LAKE FOREST PLAZA, LOT 10
Lot 10, Block 1
LAKE FOREST PLAZA, PHASE 3
1,754 Acres
 in the
 JOHN WIZWELL SURVEY, ABSTRACT NO. 1346
 TOWN OF FLOWER MOUND
 DENTON COUNTY, TEXAS

SITE PLAN	
------------------	--

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
DOUGLAS W. WEAVER,
P.E. #117386
DATE 5/9/2018

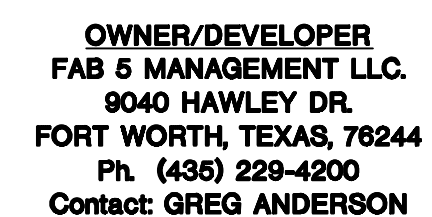
Drawn By: AR
Date: 05/10/2018
Scale: 1"=20'
Revisions:

C3

OWNER/DEVELOPER
FAB 5 MANAGEMENT LLC.
9040 HAWLEY DR.
FORT WORTH, TEXAS, 7624-
Ph. (435) 229-4200
Contact: GREG ANDERSON

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____
Town of Flower Mound
Engineering Services

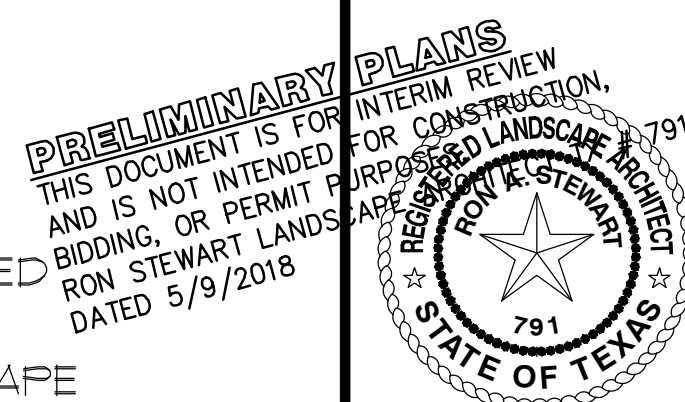
File: Z:\2017\17328\Drawings\FP & Const Plans\Sheets\17328 SITE
 Plotted: 5/9/2018 4:35 PM, by Justin Lonsdowne; Saved: 5/9/2018 4:11 PM, by Alexander



(L1.0

Town of Flower Mound

1. Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
2. All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
3. Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.
4. Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.
5. A visibility triangle must be provided at all intersections. Shrubs are not to exceed 30 inches in height. Trees shall have a minimum clear trunk height of 9 feet.
6. The owner, tenant, and/or their agents, if any, shall be jointly and severally shall be responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
7. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Flower Mound.
8. Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.
9. Please refer to all landscape and irrigation specifications.
10. All landscape beds and turf areas to be separated with edging.
11. All landscape beds to be 6" below finished floor.
12. All hydromulch or sod areas to be brought to +/- 1/4" by site grading contractor. Landscape contractor to bring all areas to final grade and remove all clod, rocks or debris >1" in diameter.
13. All landscape to be 100% irrigated. All irrigation within Drip lines of existing trees to be hand dug, and line to be installed in a radial fashion toward the trunk.
14. Please note that the permeable areas under the drip line of specimen and protected trees should be left at natural grade. No cutting or filling are to occur in these areas.
15. All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the Town of Flower Mound. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



Drawn By: MH
Date: 05/10/2018
Scale: #####
Revisions:

17328

(L1.1

OWNER/DEVELOPER
FAB 5 MANAGEMENT LLC.
9040 HAWLEY DR.
FORT WORTH, TEXAS, 76244
Ph. (435) 229-4200
Contact: GREG ANDERSON

LAKE FOREST PLAZA, LOT 10

LAKE FOREST PLAZA, LOT 10

LAKE FOREST PLAZA, PHASE 3

Lot 10, Block 1
1.754 Acres

JOHN WIZWELL SURVEY, ABSTRACT NO. 1346
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE DETAILS

NOTES:

1. Any discrepancies must be brought to the architects' attention for revision prior to the start of construction.
2. Refer to all local codes for plumbing, mechanical, & electrical requirements.
3. Builder to verify all notes & dimensions prior to construction.

MATERIALS

- ROOFING
FLAT ROOF: TPO MEMBRANE
WHITE (NOT SHOWN)
- STONE VENER
ELIZABETH CLIFFSTONE; BANFF SPRINGS
- STUCCO & STUCCO ACCENTS
SNOWBOUND (SHERWIN WILLIAMS 7004)
ACCESSIBLE BEIGE (SHERWIN WILLIAMS 7036)
BALANCED BEIGE (SHERWIN WILLIAMS 7037)
SMOKEHOUSE (SHERWIN WILLIAMS 7040)
- CAST STONE
BUFF STONE (1104)
- DECORATIVE METAL FEATURES
POWDER COAT WHITE
- WINDOWS
MILGARD R15-S SERIES; DARK BRONZE FRAME
STOREFRONT: DARK BRONZE FRAME
- ENTRY DOORS
STOREFRONT: DARK BRONZE FRAME

CONSTRUCTION

II-B SPRINKLERED

OCCUPANCY / USE

R2-RETAIL / O-OFFICE

(REAR ELEVATION)
NORTH-EAST ELEVATION
1/8" = 1' - 0" scale

NOTES

- ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

REVISED FACADE PLAN

(FRONT ELEVATION)
SOUTH-WEST ELEVATION
1/8" = 1' - 0" scale

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
LAKE FOREST PLAZA
LOT 10
1.754 ACRES
FLOWER MOUND, TEXAS

JOB #
17-139

SHEET
1 OF 4

CLAUSE

DATE: APRIL 17, 2018

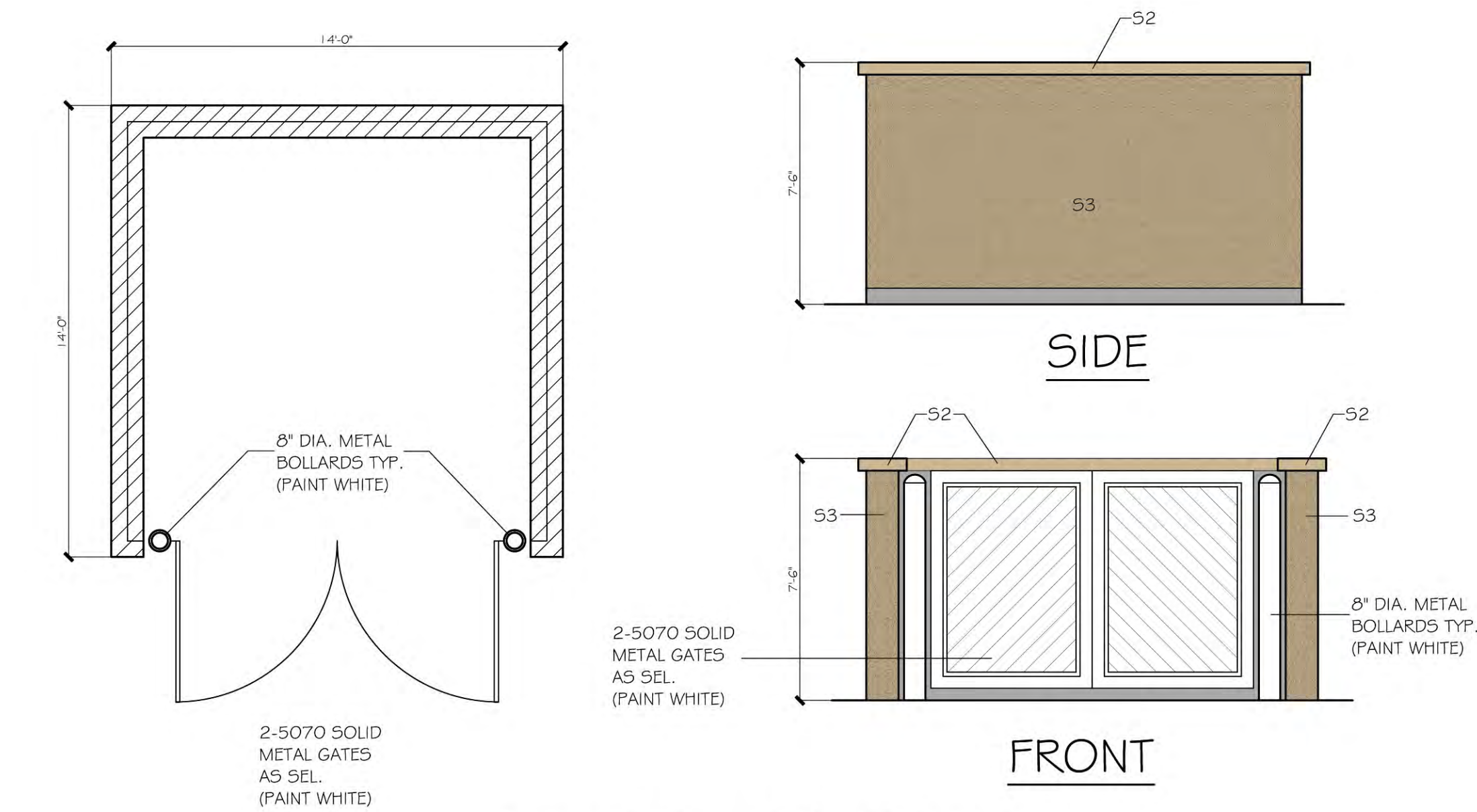
DRAWN BY: C.R.

REVISIONS:

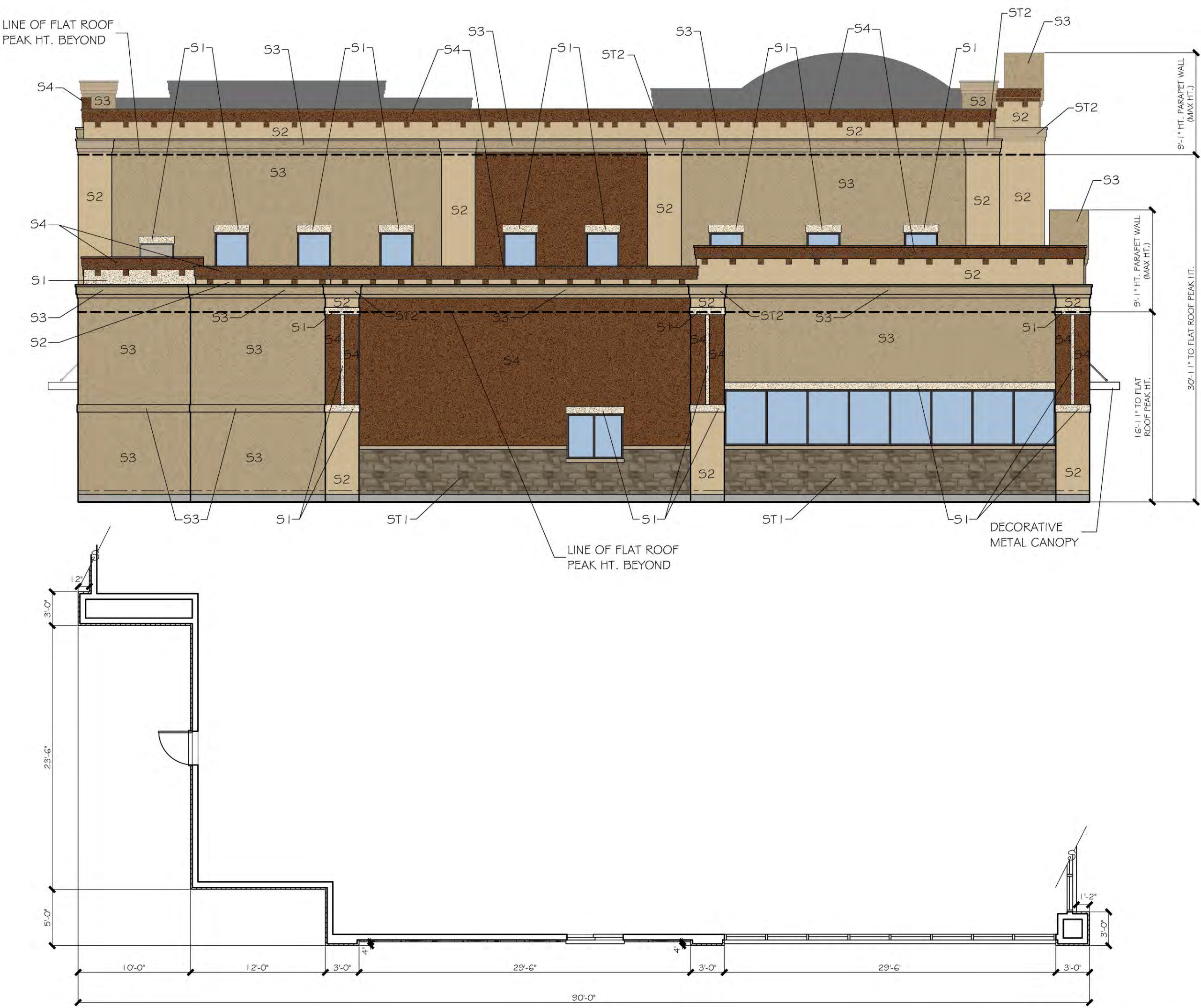
Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

Cross Timbers Architects assumes no liability for any structure built from these plans. Before construction, the purchaser, builder, or contractor must verify dimensions, compliance with applicable codes, and that the plans incorporate site conditions. Only a qualified designer, architect, or structural engineer is permitted to alter these plans. These plans shall remain the property of Cross Timbers Architects and may be reproduced without written permission.



DUMPSTER ENCLOSURE
1/4" = 1' -0" scale



(LEFT ELEVATION)
NORTH-WEST ELEVATION
1/8" = 1' -0" scale

MATERIAL TABULATION CHART

	South-West (Front)	South-East (Right)	North-East (Rear)	North-West (Left)
1. Total Facade S.F.	5521 s.f.	3226 s.f.	5235 s.f.	3071 s.f.
2. Facade S.F. (exclusive of doors and windows)	4263 s.f.	2666 s.f.	4674 s.f.	2738 s.f.
3. Doors and Windows S.F.	1258 s.f.	560 s.f.	561 s.f.	333 s.f.
4. Primary Masonry Totals (Min. 80%)	4263 s.f. and 100% of 2	2666 s.f. and 100% of 2	4674 s.f. and 100% of 2	2738 s.f. and 100% of 2
Stucco s.f. (as applicable)	3548 s.f. and 83% of 2	2365 s.f. and 88% of 2	4122 s.f. and 88% of 2	2476 s.f. and 91% of 2
- Cast Stone s.f. (as applicable)	141 s.f. and 3% of 2	47 s.f. and 2% of 2	72 s.f. and 2% of 2	32 s.f. and 1% of 2
- Stone s.f. (as applicable)	574 s.f. and 14% of 2	254 s.f. and 10% of 2	480 s.f. and 10% of 2	230 s.f. and 8% of 2
5. Secondary Masonry Totals (Max. 20%)	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2

EXTERIOR MATERIALS LEGEND

- STUCCO AS SELECTED (SNOWBOUND) - S1
- STUCCO AS SELECTED (ACCESSIBLE BEIGE) - S2
- STUCCO AS SELECTED (BALANCED BEIGE) - S3
- STUCCO AS SELECTED (SMOKEHOUSE) - S4
- STONE AS SELECTED - ST1
- CAST STONE - ST2
- METAL FEATURE WHITE POWDER COAT

NOTES:

- Any discrepancies must be brought to the architects' attention for revision prior to the start of construction.
- Refer to all local codes for plumbing, mechanical, & electrical requirements.
- Builder to verify all notes & dimensions prior to construction.



NOTES

- ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

MATERIALS

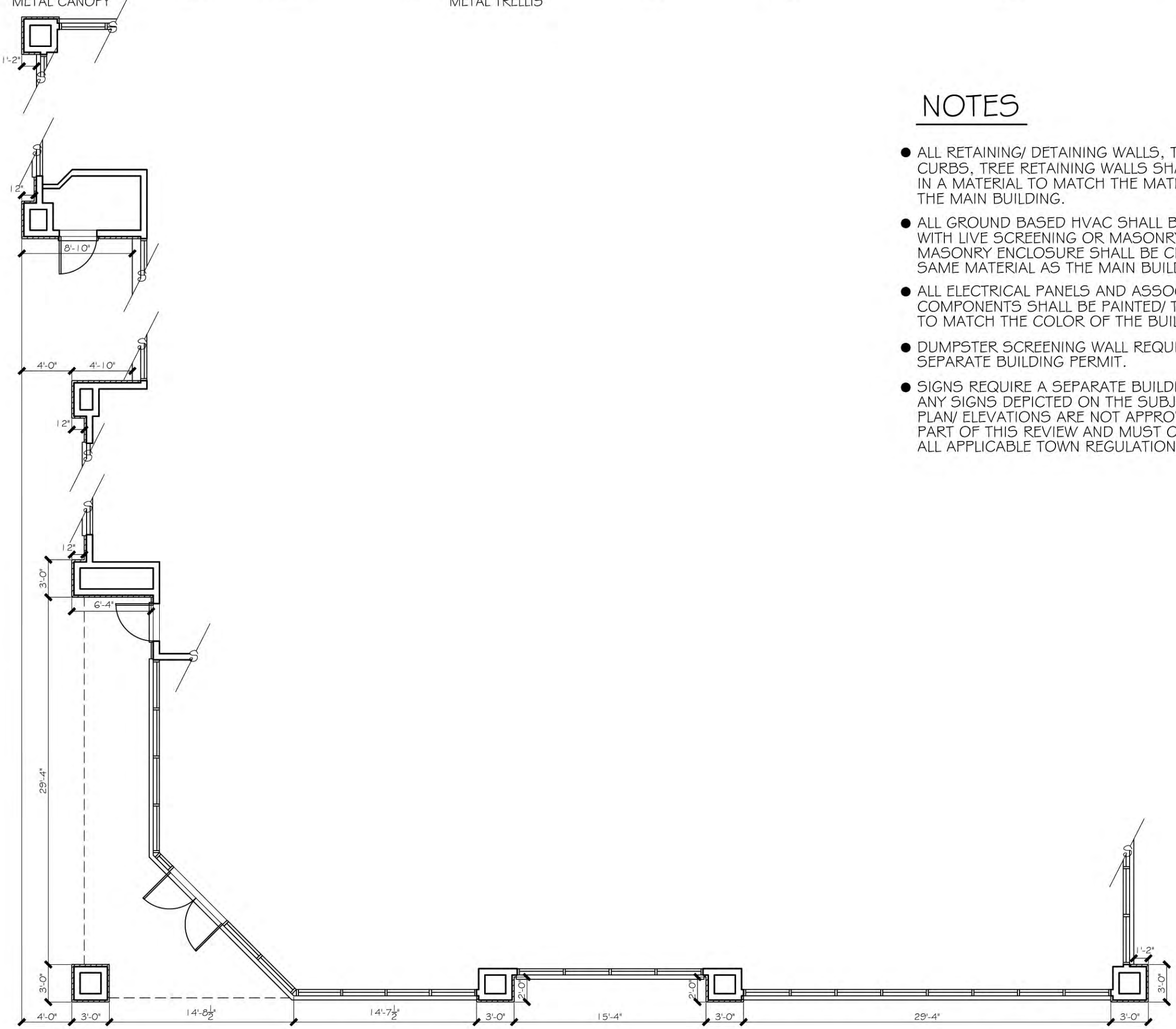
- ROOFING
FLAT ROOF: TPO MEMBRANE WHITE (NOT SHOWN)
- STONE VENEER
BLUADORO CLIFFSTONE, BANFF SPRINGS
- STUCCO & STUCCO ACCENTS
SNOWBOUND (SHERWIN WILLIAMS 7004)
ACCESSIBLE BEIGE (SHERWIN WILLIAMS 7036)
BALANCED BEIGE (SHERWIN WILLIAMS 7037)
SMOKEHOUSE (SHERWIN WILLIAMS 7040)
- CAST STONE
BUFF STONE (1104)
- DECORATIVE METAL FEATURES
POWDER COAT WHITE
- WINDOWS
MILGARD R15-S SERIES- DARK BRONZE FRAME
STOREFRONT: DARK BRONZE FRAME
- ENTRY DOORS
STOREFRONT: DARK BRONZE FRAME

CONSTRUCTION

II-B SPRINKLERED

OCCUPANCY / USE

R2-RETAIL / O-OFFICE



(RIGHT ELEVATION)
SOUTH-EAST ELEVATION
1/8" = 1' -0" scale

REVISED FACADE PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
LAKE FOREST PLAZA
LOT 10
1.754 ACRES
FLOWER MOUND, TEXAS

JOB #
17-139

SHEET
2 OF 4

CLAUSE

DATE: APRIL 17, 2018

DRAWN BY: C.R.

REVISIONS:

Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

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TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: May 21, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0002 –Pepper Creek Ranch) from Agricultural District (A) and Interim Holding District (IH) to Planned Development District No. 162 (PD-162) for a cluster development with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$55,020.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$69,400.00. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 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 (ZPD18-0002 –Pepper Creek Ranch) from Agricultural District (A) and Interim Holding District (IH) to Planned Development District No. 162 (PD-162) for a cluster development with certain modifications and exceptions to the Code of Ordinances, and adopt an ordinance providing for said amendment, and accept cash in lieu of land in the amount of \$55,020.00 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$69,400.00.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

DATE: May 14, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0002 –Pepper Creek Ranch) from Agricultural District (A) and Interim Holding District (IH) to Planned Development District No. 162 (PD-162) for a cluster development with certain modifications and exceptions to the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are exceptions/modifications to the Town's regulations which necessitate special consideration by the Commission (see Analysis below).

This project has a companion Development Plan application (DP18-0002) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 94.61 acres of land in order to develop 50 residential lots in accordance with the cluster development option outlined in the Cross Timbers Conservation Development District (CTCDD) Area Plan in the Town's Master Plan (see below). The cluster development standards allow for lots that are smaller than the minimum two acres required by the existing Agricultural District (A) and Interim Holding District (IH) zoning.

The subject property is mostly undeveloped. Primary access to the site will be from a gated entrance on Cross Timbers Road. Emergency access is provided via the Montalcino Conservation development to the east and a final future access point has been provided to the undeveloped property west of the site.

The accompanying concept plan (Attachment B(1)) depicts the subdivision design including the proposed lot layout and designated open space areas. The applicant is proposing a maximum of 50 developable single-family lots with a minimum lot size of 32,000 square feet each. A total of four open space X lots are being provided and will be maintained by the Homeowner's Association. Since the property is located outside the Town's wastewater service area, all proposed residential lots will contain individual septic systems.

On December 16, 2013, the Town Council approved Ordinance No. 64-13 which amended the CTCDD. The CTCDD is described in the Master Plan as:

"Predominantly residential development, typically being single family residential development at net densities no greater than one unit per two acres. Moderate increases in densities may be appropriate in combination with cluster developments, conservation easements and/or other conservation techniques that preserve the Cross Timbers ecosystem, other natural systems, and Scenic Corridors and Vistas. Commercial recreation uses, such as equestrian facilities, golf courses and other uses compatible with the conservation goals of the district are also suitable.

The Cross Timbers Conservation Development District Area Plan preserves the integrity of the largely intact Cross Timbers ecological area in central Flower Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur. The area plan establishes development options within the district and identifies specific elements needing consideration."

The Area Plan contains several development options for land within the CTCDD; a cluster development is one of the options. Other options include:

- *Retain all or part of the property for personal use.*
- *Develop all or part of the property at lot sizes larger than two acres, as permitted under the existing Agricultural zoning.*
- *Develop all or part of the property in Rural Development (lot sizes five acres or larger) that reflects the country atmosphere and natural environment of Flower Mound, as permitted under the existing Agricultural zoning.*
- *Develop the property as a conservation development (minimum lot size of one acre and minimum 50% open space).*
- *Develop all or part of the property as appropriate non-residential development.*

The cluster development option is as follows:

*"8. Develop the property as a cluster development. The intent of the clustering option is to **maximize open space conservation**, including preserving Scenic Corridors and Vistas, on a site by site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. **The continuation and/or connection of open space areas between adjacent developments are important** in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following:*

- a. **Density shall be commensurate with the quality and character of the open or natural lands conserved** and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation Development District's country character, including its open, natural, scenic and ecological values. Density will be evaluated on a project-by-project basis. The maximum density that can be granted for a cluster development can be no more than 1 unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density). For example, on a 100 acre development, the 100 acres is divided by 1.6 to produce 62 units or a 24% (12 unit) increase in density above the base density of 1:2 or 50 units.*

- b. Minimum lot size is one-half acre or 21,780 square feet; however, any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes.*
- c. Open space may be managed by a land trust, Homeowners Association, and/or the Town. Any development proposal must detail the perpetual maintenance and funding for the open space areas, which must be feasible and appropriate for the areas preserved. Recreational uses may be allowed which may be appropriate given the type, location, intensity, and adjacency. Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. Floodplain may be counted as open space.*
- d. Cluster development shall demonstrate how the development provides an appropriate transition to existing land uses. Factors to be considered include lot sizes, intervening roadways, and use of open space, among other factors."*

The gross land area for the proposed development is 94.61 acres. The applicant is proposing a density of 0.53 units per acre which is less than the maximum 1 unit per 1.6 acres allowed under the cluster development option. The applicant's Open Space plan indicates approximately 47.323 acres of land is being dedicated as open space (50%). The applicant has made a relatively good effort at locating the proposed lots in a way that preserves and protects some of the environmentally significant features on the site (e.g. trees, slopes) and has accounted for preservation of some of these quality areas via their open space plan. The proposed buffer along Cross Timbers Road is also in compliance with the 50 feet in width required by the Town's regulations.

The applicant has provided landscaping, Town trails, and split rail fence along Cross Timbers Road in accordance with the Town's Urban Design standards. The applicant has also arranged lots and open space within the development to provide view corridors on Cross Timbers Road so the open space areas are visible at the perimeter of the development. A total of 16 specimen trees have been identified on the site, and the applicant is proposing to preserve all 16 trees at this time.

As a part of the cluster development process, an enhanced public notification process is required that mandates a minimum of two neighborhood meetings be held to discuss the project prior to the application being considered by the Planning and Zoning Commission. The first informational meeting was held on March 9, 2018, and the second informational meeting was held on March 23, 2018. Certain issues and questions were discussed at these meetings, a summary of these with the applicant's responses can be found in Attachment A(3).

A. Exception to Topographical Slope Protection

An exception to Section 98-147 of the Town Code is being requested for approximately 3.84 acres of land with slopes between 5% and 12% (total on site is 9.98 acres). An exception is also being requested for the impacts to 2.33 acres of land with slopes greater than 12% (total on site is 8.19 acres). According to the Town Code, no development application or project shall be approved that proposes development on any existing topographical slopes of 12 percent or greater, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the

footprint of the proposed structure or structures). The purpose of this criterion is to ensure that development is respectful of and appropriately integrated with the natural physical geography of the land in Flower Mound by requiring environmentally sensitive development techniques to eliminate "scrape and build."

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

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

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

In considering an exception to this criterion, the town shall, in addition to the foregoing, consider the effects of granting an exception on other environmental features such as trees, habitats, floodplains, scenic vistas, ridgelines, and other environmental features as well as adjacency to established developments and neighborhoods.

B. Exception to Cul-de-sac Length

Section 90-310 of the Town Code states "Cul-de-sacs may be permitted and are encouraged where the subdivision design or the shape of the property makes such street design appropriate. Cul-de-sacs shall provide proper access to all lots and shall not exceed 600 feet in length, provided that a cul-de-sac shall not exceed 1,200 feet in the A and SF-E districts. A turnaround shall be provided at the closed end that has a minimum right-of-way radius of 60 feet and a minimum paved surface radius of 50 feet (measured from face of curbs), unless an equally safe and convenient form of paved space is approved by the town council in place of a turning circle." An exception is being requested to allow a cul-de-sac to exceed 600 feet in length (approximately 1,000 feet in length is proposed). Town staff does not have any objections to this request.

On April 5, 2018, the Parks Board recommended approval to Town Council that cash, in the amount of \$55,020.00 be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$69,400.00 for the subject project. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the April 5, 2018, Parks Board meeting is:

<http://flowermoundtx.swagit.com/play/04052018-852/5/>

On May 1, 2018, the Environmental Conservation Commission (ECC) reviewed a proposed concept plan depicting open space areas and recommended approval. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the May 1, 2018, ECC meeting is:

<http://flowermoundtx.swagit.com/play/05012018-1075/6/>

III. CORRESPONDENCE

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

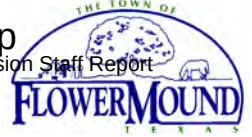
IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Summary of Community Meeting Issues and Applicant's Responses

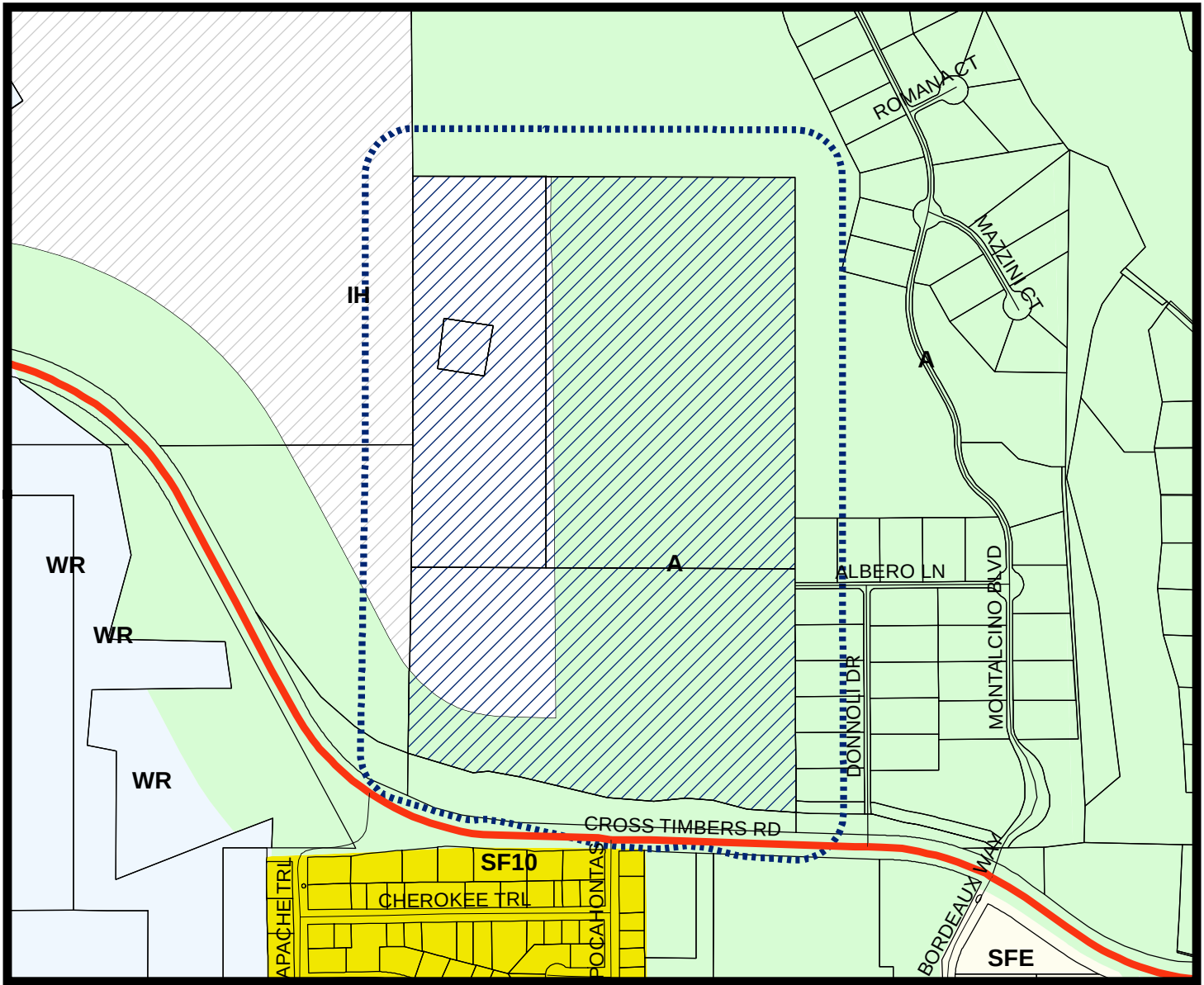
B. Application Details

1. Zoning Package
2. Draft Development Standards
3. Draft Open Space Management Plan
4. Environmental Protection Plan



Vicinity Map

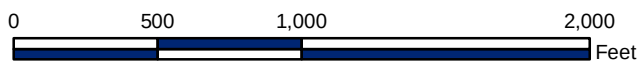
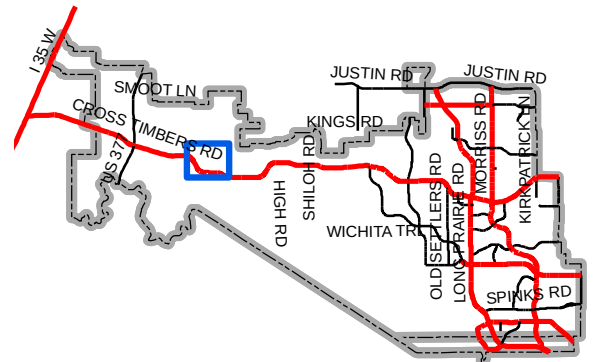
Reference Project: ZPD18-0002



LEGEND

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

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



February 23, 2018

Mr. Chuck Russell
Town Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Zoning Change Request – Pepper Creek Ranch (ZPD18-0002)
Letter of Intent
G&A Job No. 17286

Mr. Russell:

Please accept this letter, on behalf of Dr. Anderson, as an explanation of the proposed Zoning Change Request application for approximately 94 acres of land located along FM 1171 and west of Montalcino. The property is located in the Cross Timbers Conservation Development District (CTCDD) with an existing zoning of Agriculture (AG). We are proposing a zoning change to be a Planned Development (PD) with Single Family-30 (SF-30) uses.

Pepper Creek Ranch is a cluster development consisting of 50 residential lots with a minimum lot area of 32,000 square feet. The proposed density is .5 units per acre. The lots will have a minimum lot width of 120'. The PD development standards include dimensional regulations for the project as well as standards for the open space areas and amenities. Additionally, the standards propose accessory structures, such as barns, to be located within the open space areas. A very important feature of this project is that every lot is directly contiguous to open space.

We are providing a minimum of 50% open space dispersed throughout the development and in key areas to preserve unique environmental features. An amenity lot is also being proposed, which is not counted toward the open space minimum area requirement. This amenity lot will allow for residents to enjoy certain activities and will act as a gathering spot for neighborhood events. There will be a 6' trail meandering the property to allow for connectivity to the amenity lot and to provide a sense of unity to the neighborhood. Pepper Creek Ranch will be developed in one phase.

The 50' landscape buffer will be consistent with the neighboring development along FM 1171. The 15' Equestrian trail and split rail fence will also continue from Montalcino across the entire frontage of the property. The Conceptual Landscape Plan illustrates the design intent for the

Pepper Creek Ranch – Zoning Application
February 23, 2018
Page 2 of 2

gated entrance which will include a covered-bridge feature, waterfalls, and enhanced landscaping. The look and feel is a rural and rustic design that we are referring to as Country Colonial.

The Open Space Management Plan defines the different types of open space areas within Pepper Creek Ranch as well as guidelines for how those areas are to be maintained. There are significant environmental features that we have designed around in order that these features be preserved. A substantial ridge line, known as an escarpment, extends across the western portion of this property. This area consists of steep slopes and is also heavily treed. The preservation of these features was the starting point of the design process for this project. It is vital to preserve them and minimize impact to maintain the environmental integrity of the property. Therefore, we situated the back of the residential lots along portions of the escarpment in order to preserve the steep slopes since most of the grading and earthwork occurs in the middle to the front of the lot. The lots that are located along the ridge are the largest lots of the development and have a minimum lot area of just under one acre.

While our design was very intentional in preserving the escarpment and the majority of the steep slopes on the property, there are some areas where steep slopes, in excess of 12%, will be impacted. The terrain on the property varies and some areas simply cannot be avoided of impact. We have made our best effort to minimize this impact and we feel our design illustrates this intent. However, we would like to seek an exception to the Slope Protection Requirement of SMARTGrowth in certain areas on the plan.

Another exception that we would like to request is to minimum cul-de-sac length requirement of the Town's Subdivision Ordinance. The design of Pepper Creek Ranch includes several cul-de-sacs in order to preserve environmental features and create exclusive residential lots. There is one cul-de-sac that exceeds the minimum 600 feet requirement. This cul-de-sac is slightly over 1,000 feet in length.

We are excited to be working with the Town on this new cluster development. Thank you for your consideration in the presented request. Please contact us with any questions or if more information is desired.

Sincerely,



Randi L. Rivera, AICP

cc: Dr. Greg Anderson

2. New Comments Neighborhood Meeting Concerns:

Many of these 'concerns' were no longer concerns after we had explained the project in detail as well as the facts regarding Montalcino - which is where most of the neighbors who were in attendance lived.

1. Lack of trees buffering the two developments of Montalcino & Pepper Creek.

The neighbors appreciated the 50' buffer we are proposing on the Pepper Creek property. We assured them that the trees in this area would be preserved in accordance with the Open Space Mgmt Plan. We also talked about how the lots within Pepper Creek would not be benched until the homeowner was ready to build his custom home – unlike several of the lots in Montalcino, especially along Donnoli Drive. Each homeowner will have to submit a lot grading plan and tree survey. Another neighbor who lives north of the gas pad site would like to have more trees in the open space areas of Montalcino. We told that might be possible but would require the approval of Connemara. Many of the neighbors did not know Connemara so we went into a detailed account of the creation and design of Montalcino and its 3 phases and conservation lots. We also shared with them what they could or could not do in the open space areas.

2. Preference for one acre lots over 3/4 size lots.

I do not believe this was the preference of the majority. Many of them were under the assumption that the minimum lot size was going to be 1/4 acre since it is designated as a 'cluster' development. Many of the neighbors have a different opinion as to what 'cluster' development means because they have moved here from different parts of the country where cluster developments had much smaller lot sizes.

Dr. Anderson explained that the minimum house size for homes in Pepper Creek will be larger than several of the homes in Montalcino and that the home values would be similar to or exceed those of Montalcino.

Additionally, we could request a total of 58 lots on this development and we are only requesting 50.

3. Buffer area is too small between the two developments.

We explained that a buffer area is not required but we are providing for a 50' wide buffer in order to provide more separation from the Montalcino homes. The distance between the back of the homes will be greater than 200 feet.

4. Concerns regarding losing tree density.

This concern was specific to the 50-foot buffer. We are preserving all the trees within this buffer and the OSMP calls for the removal of the invasive growth so that the integrity of those trees is not compromised.

5. Concerns about non-connectivity of trails to adjoining neighborhoods and a closed gated community.

We are proposing a community that is similar to the other gated neighborhoods in the area. This is the desire of the type of residents that will move here. In regards to the trails, we are connecting to the required public trail along FM 1171.

PLANNING CIVIL/ENGINEERING PLATTING
CONSULTANTS, LLC
SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057
P: 972.436.9712 • F: 972.436.9719
1101 W. Park Blvd., Suite 200 • Irving, TX 75039
P: 972.436.9712 • F: 972.436.9719

Old Town Blvd., North, Ste. 2 • Argyle, TX 76226
P: 940.240.1072 • F: 940.240.1028

PE Firm No. 1798
TBPUS Firm No. 13047700

PEPPER CREEK RANCH



PEPPER CREEK RANCH
94.61 Acres

in the
MCGOWAN & JAMES SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY TEXAS

Zoning Concept Plan

PRELIMINARY PLANS

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A CONSULTANTS, F-1798
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 4/20/2018

Drawn By: PF
Date: 01/10/18
Scale: 1"=80'
Revisions:
2/19/18

[illegible]

17286



OWNER/DEVELOPER
Greg Anderson
9040 Hawley
Fort Worth, TX 76244
Ph. 435-229-4200
Contact: Greg Anderson

Zoning Standard	Existing: Agricultural	Proposed:
Minimum Lot Area	87,120 sq. ft	32,000 sq. ft
Minimum Lot Width	200 ft	120 ft.
Minimum Floor Area	1,800 sq. ft.	2,100 sq. ft.
Minimum Front Yard	40 ft.	47 ft.
Minimum Side Yard	25 ft.	15 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	35%
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	8' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171
Open Space Plan	Cross Timbers Conservation Development District
Thoroughfare Plan	F.M. 1171 – Major (Principal) Arterial : 120' ROW
Water Plan	20" Master planned water line along north side of F.M. 1171
Wastewater Plan	Cross Timbers Conservation Development District Town sewer not available.

Lot 19X, Block E
Montalcino Estates
Phase 1
2013-37

J. M. GIBSON
SURVEY A-484

Approx. Location of
Gas Lease Site #6
Per Agreement
2011-121571

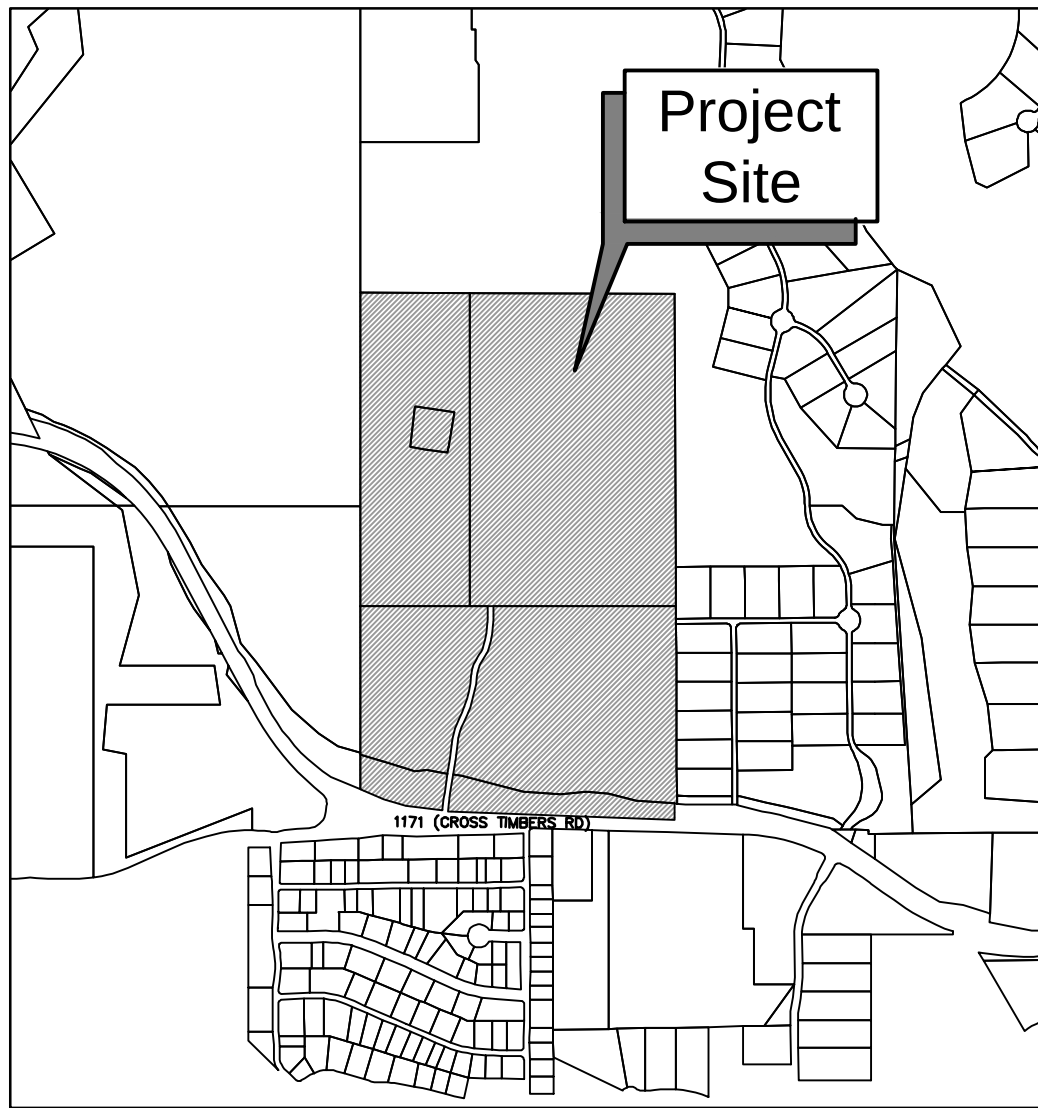
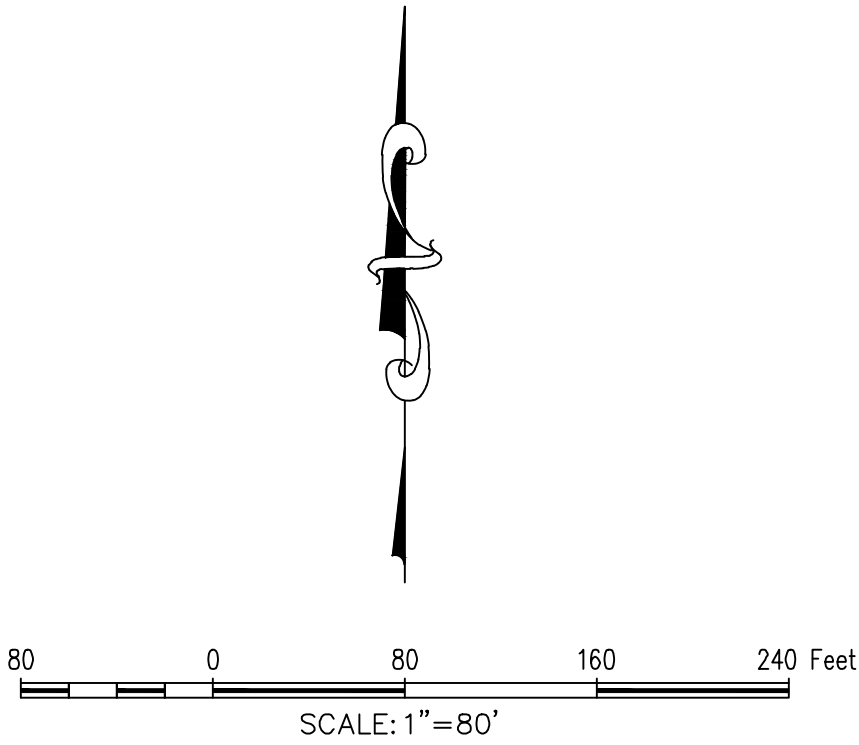
Lot 19X, Block E
Montalcino Estates
Phase 1
2013-37

Approx.

Lot 1, Block E
Montalcino Estates
Phase 1
2013-37

↳ S 00°22'45" E 76.30'

File: Z:\2017\17286\Drawings\Zoning\17286 ZONING CONCEPT PLAN
 Plotted: 4/20/2018 3:40 PM by Patricia Font; Sowed: 3/23/2018 4:48 PM, by patricia



Vicinity Map 1"=1000'

PROJECT DATA TABLE	
Gross Site Area:	94.61 A; 4,121,212 SF
Lot 27X, Block A (Amenity Center)	.858 A; 37,369 SF
Open Space Lots:	
Lot 28X, Block A	32,995 A; 1,437,279 SF
Lot 20X, Block B	10,120 A; 440,820 SF
Lot 6X, Block C	4,216 A; 183,632 SF
Total Open Space:	47,331 A; 2,061,731 SF
Private Street:	4,896 A; 213,129 SF
Proposed Lots:	
Residential	50
Open Space	4
Total:	54
Smallest Residential Lot:	.741 A; 32,284 SF
Largest Residential Lot:	1.020 A; 45,915 SF
Average Residential Lot:	0.812 A; 35,406 SF

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK A	43,167	0.991
2	BLOCK A	44,147	1.013
3	BLOCK A	43,840	1.006
4	BLOCK A	45,915	1.054
5	BLOCK A	43,211	0.992
6	BLOCK A	43,190	0.992
7	BLOCK A	43,037	0.988
8	BLOCK A	43,127	0.990
9	BLOCK A	32,906	0.755
10	BLOCK A	42,828	0.983
11	BLOCK A	43,092	0.989
12	BLOCK A	43,006	0.987
13	BLOCK A	43,398	0.996
14	BLOCK A	38,208	0.877
15	BLOCK A	42,882	0.984
16	BLOCK A	43,111	0.990
17	BLOCK A	43,027	0.988
18	BLOCK A	32,284	0.741
19	BLOCK A	33,174	0.762
20	BLOCK A	33,125	0.760

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
21	BLOCK A	33,298	0.764
22	BLOCK A	33,195	0.762
23	BLOCK A	32,963	0.757
24	BLOCK A	33,158	0.761
25	BLOCK A	32,967	0.757
26	BLOCK A	32,867	0.755
27X	BLOCK A	37,369	0.858
28X	BLOCK A	1437,279	32.995
1	BLOCK B	32,699	0.751
2	BLOCK B	33,178	0.762
3	BLOCK B	33,155	0.761
4	BLOCK B	32,654	0.750
5	BLOCK B	33,600	0.771
6	BLOCK B	32,827	0.754
7	BLOCK B	32,925	0.756
8	BLOCK B	32,774	0.752
9	BLOCK B	32,985	0.757
10	BLOCK B	32,712	0.751
11	BLOCK B	33,007	0.758
12	BLOCK B	32,882	0.755

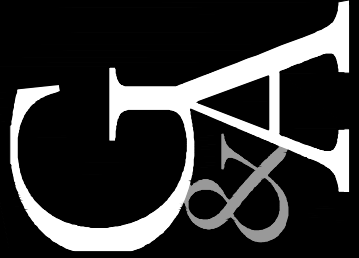
LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
13	BLOCK B	32,692	0.751
14	BLOCK B	32,974	0.757
15	BLOCK B	32,855	0.754
16	BLOCK B	33,202	0.762
17	BLOCK B	32,686	0.750
18	BLOCK B	32,729	0.751
19	BLOCK B	32,841	0.754
20X	BLOCK B	440,820	10.120
1	BLOCK C	32,815	0.753
2	BLOCK C	32,978	0.757
3	BLOCK C	32,807	0.753
4	BLOCK C	32,918	0.756
5	BLOCK C	32,869	0.755
6X	BLOCK C	183,632	4.216

GENERAL NOTES:

- 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 OR 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 PERPETUAL 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 ENTRYWAYS.
- ALL "X" LOTS ARE OPEN SPACE LOTS DEDICATED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ENVIRONMENTAL PROTECTION PLAN IS REQUIRED.
- ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
- AN OPEN SPACE MANAGEMENT PLAN IS REQUIRED.

OWNER/DEVELOPER
Greg Anderson
9040 Hawley
Fort Worth, TX 76244
Ph. 436-229-4200
Contact: Greg Anderson

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TBPES Firm No. 1798 TBPES Firm No. 10047700



PEPPER CREEK RANCH
94.61 Acres
in the
McGOWAN & JAMES SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Zoning Concept Plan

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. G&A CONSULTANTS, F-1798 ROBERT JOHN DOLLAH, JR., P.E. #86898
DATE 4/20/2018

Drawn By: PF
Date: 1/11/18
Scale: 1"=80'
Revisions:
2/19/18
3/22/18
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17286





STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
FM 1171 - Cross Timbers Rd		50 ft.	Min. 50 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 25 L.f.	FM 1171 - 1,625 L.f.	65 (3" cal.) trees	65 (3" cal.) trees
PERIMETER FENCING			
STANDARD	REQUIRED		PROVIDED
FM 1171 - Cross Timbers Rd	Perimeter fences required adjacent to ROW of arterial and collector streets.		6' masonry wall and split rail fence



- 
 (LO) LIVE OAK
Quercus virginiana
- 
 (RO) RED OAK
Quercus shumardii
- 
 (CE) CEDAR ELM
Ulmus crinitifolia
- 
 (BO) BUR OAK
Quercus macrocarpa
- 
 (RB) RED BUD
Geocia canadensis
- 
 (LGM) LITTLE GEM MAGNOLIA
Magnolia grandiflora
- 
 (CT) CHASTE TREE
Viburnum celticum
- 
 (CM) CRAPMYRTLE
Ligustrum lucidum
- 
 (BPJ) BLUE POINT JUNIPER
Juniperus chinensis 'Blue Point'
- 
 ENHANCED LANDSCAPE
- 
 BERMUDA SOD
- 
 SPLIT RAIL FENCE

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
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TEDE ENG INC. • 7708
TEDE SUE ENG INC. • 100-07700

PEPPER CREEK RANCH
94.61 Acres
 in the
McGOWAN & JAMES SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Concept Landscape Plan

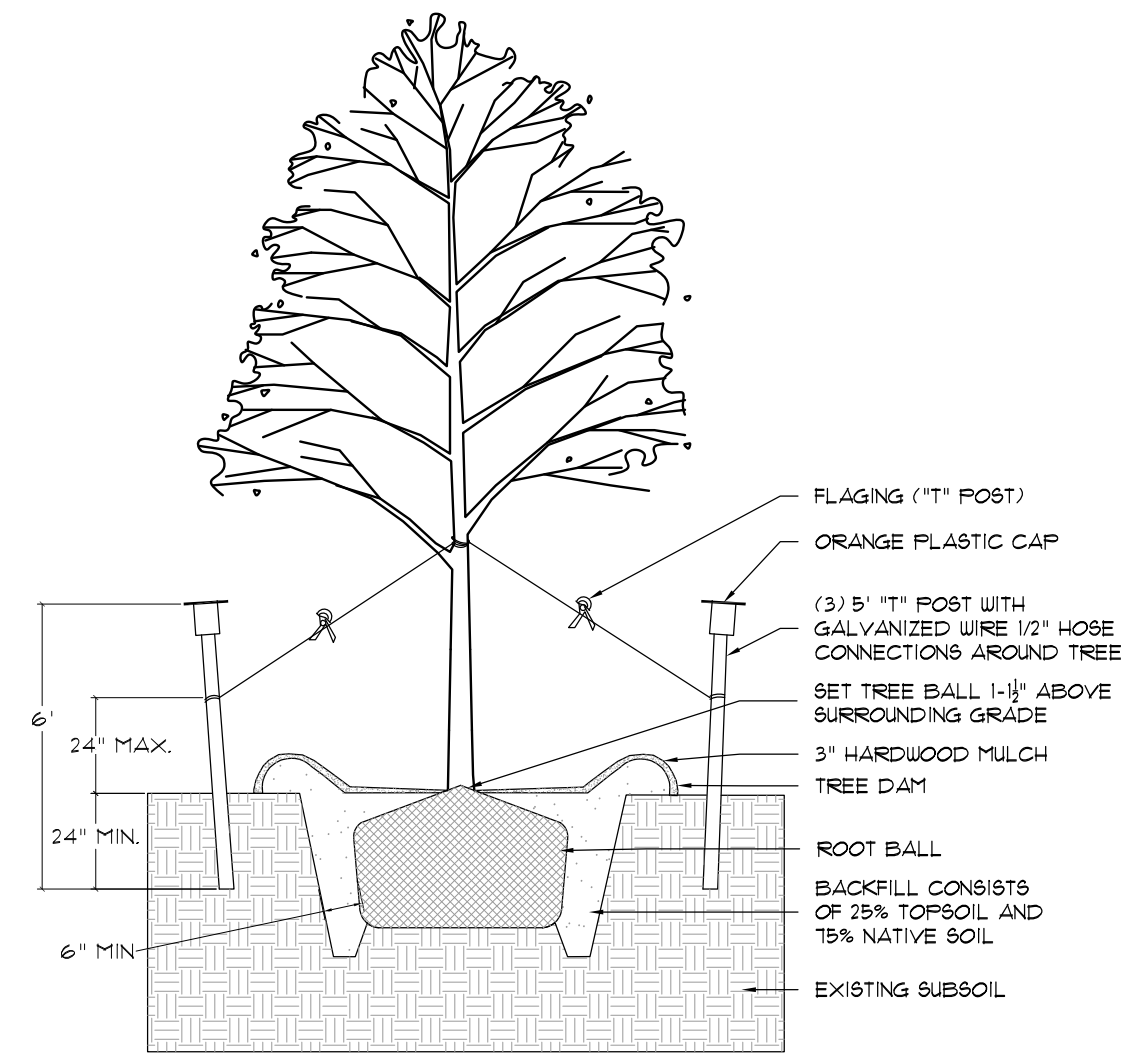
PRELIMINARY PLANS
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BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECTS
DATED 4/20/2018
REGISTERED LANDSCAPE ARCHITECT
JAMESON PINSON
2826
2826

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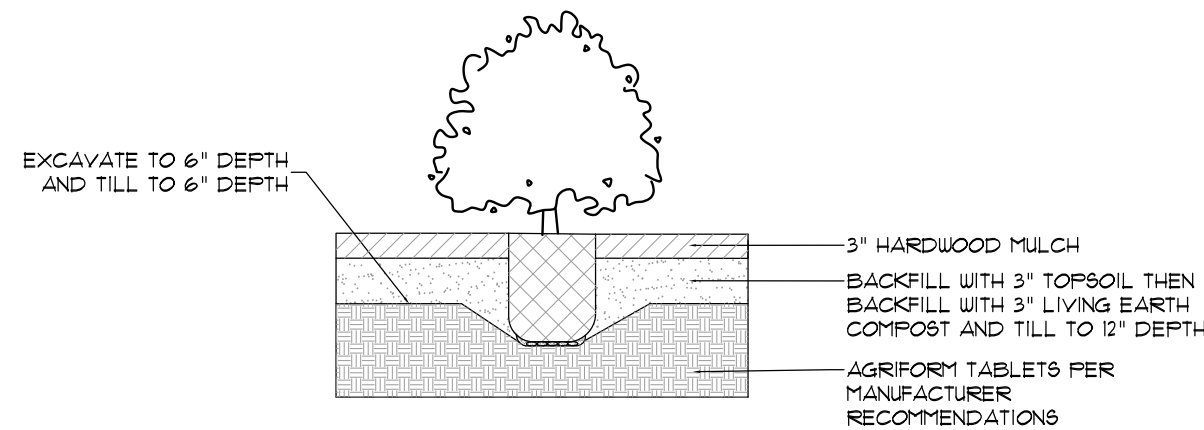
OWNER/DEVELOPER
Greg Anderson
9040 Hawley
Fort Worth, TX 76244
Ph. 435-229-4200
Contact: Greg Anderson

17286

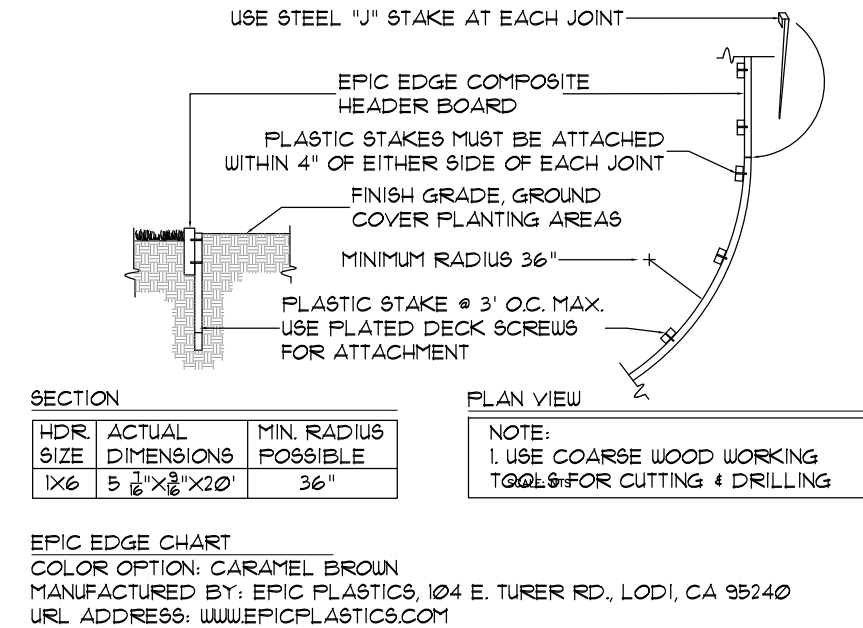
CLP2



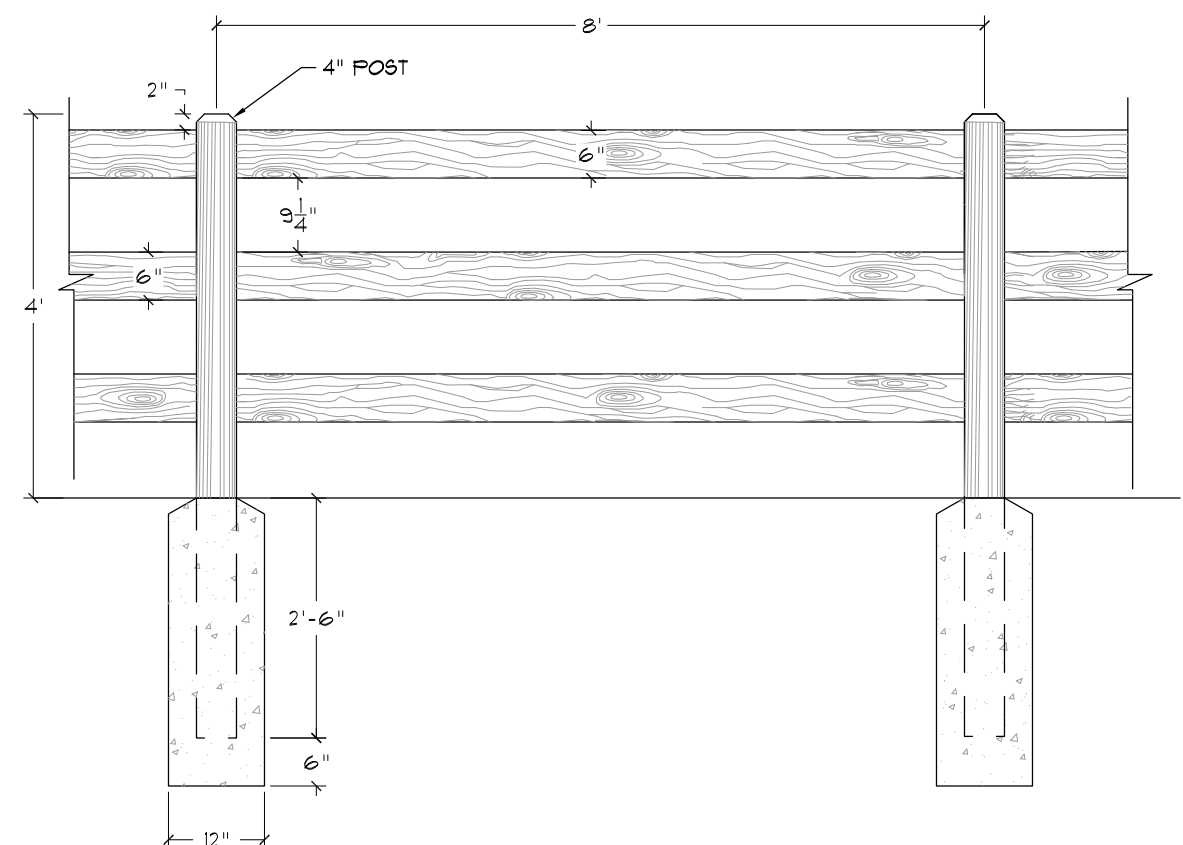
1. TREE STAKING DETAIL
1/4"=1'



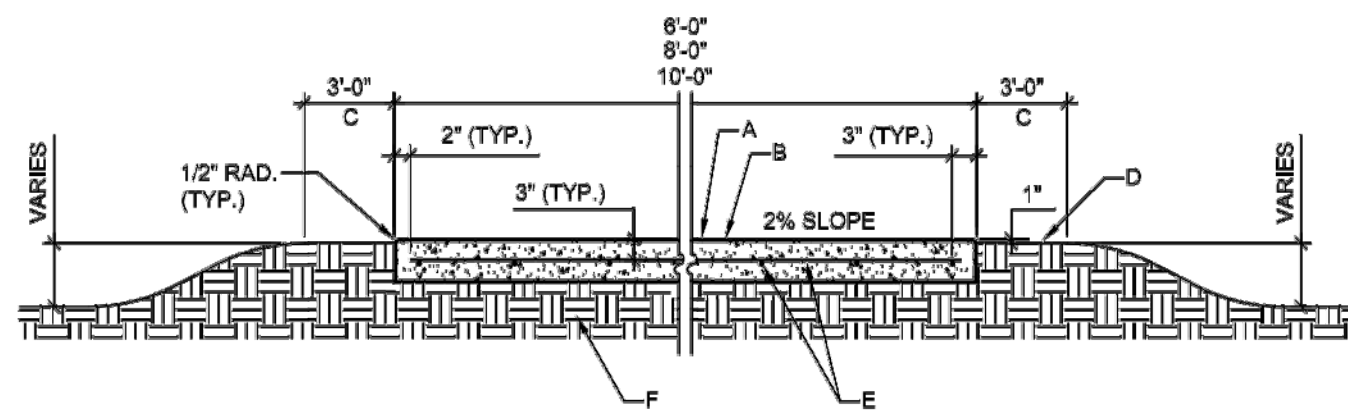
2. SHRUB PLANTING DETAIL
1/2"=1'



3. EPIC EDGE COMPOSITE HEADER BOARD
NTS



4. CEDAR SPLIT RAIL FENCE DETAIL
1/2"=1'



CONCRETE TRAIL SECTION

- GENERAL NOTES:
1. GRADE TRAIL WITH DRAINAGE SWALES ON BOTH SIDES AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC WHEN NEEDED. DO NOT GRADE TRAIL OR LOCATE TRAIL IN SITUATIONS THAT IT WILL RECEIVE FLOWS OVER THE TRAIL.
 2. THE MATERIALS AND WORKMANSHIP FOR CONCRETE PAVING SHALL BE IN ACCORDANCE WITH N.C.T.C.O.G. SPECIFICATIONS AS MODIFIED BY THE TOWN OF FLOWER MOUND.
 3. CONSTRUCTION JOINT SPACING SHALL BE WIDTH OF TRAIL.
 4. CONSTRUCTION JOINTS AT LOCATIONS WHERE TRAIL AND WALL ARE MONOLITHIC SHALL HAVE THE JOINT CONTINUOUS ACROSS THE TRAIL, TOP OF WALL, AND FACE OF WALL.
 5. DO NOT ASSUME A CUT AND FILL BALANCE. INSTALL TRAIL ALONG EXISTING GRADE WHEREVER POSSIBLE. CREATE DRAINAGE SWALES AND CONDUIT UNDER TRAIL WHEN NECESSARY TO AVOID DRAINING OVER THE TRAIL. HOLD TO 2% CROSS SLOPE FOR DRAINAGE AND NO MORE THAN 5% SLOPE ALONG TRAIL ALIGNMENT.

- CONSTRUCTION NOTES:
- A. 5 1/2" THICK 3600 PSI CONCRETE TRAIL
 - B. HEAVY BROOM FINISH
 - C. RESEED ALL DISTURBED AREA WITH APPROPRIATE SEASONAL GRASS
 - D. FINISH GRADE
 - E. #3 BARS 1'-8" O.C. (MAX.) BOTH WAYS
 - F. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

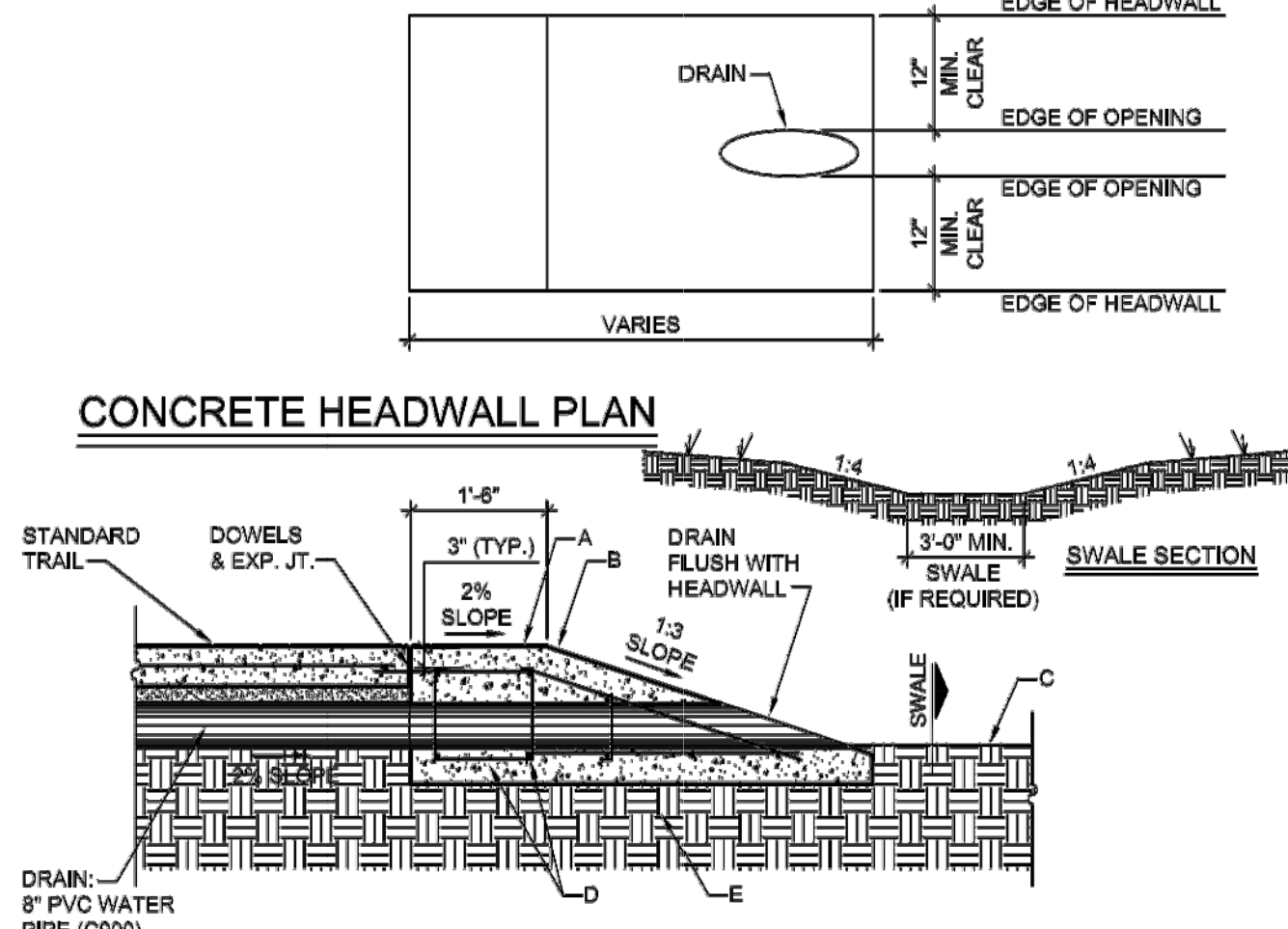
DOWELED EXPANSION JOINTS

- GENERAL NOTES:
1. LOCATE DOWELED EXPANSION JOINTS ON 30'-0" CENTERS (MAX.).
 2. USE #4 SMOOTH DOWEL 1'-6" LONG & LUBRICATED ON ONE END.
 3. INSTALL REDWOOD EXPANSION JOINT 1/2" BELOW FINISHED GRADE OF TRAIL. FILL DOWELED EXPANSION JOINTS WITH SILICONE JOINT SEALANT DOW CORNING 880 SL, OR APPROVED EQUAL, GREY IN COLOR.



PARKS & RECREATION CONSTRUCTION DETAILS
6'-0", 8'-0", 10'-0" WIDE
MULTI-USE CONCRETE TRAIL
NOT TO SCALE

DATE: MAY 2015
SHEET: 1 OF 1
SHEET: P-1



CONCRETE HEADWALL SECTION

- GENERAL NOTES:
1. GRADE TRAIL WITH DRAINAGE SWALES ON BOTH SIDES AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC AS DIRECTED.

- CONSTRUCTION NOTES:
- A. 3600 PSI CONCRETE
 - B. HEAVY BROOM FINISH
 - C. FINISH GRADE - CUT SWALE TO DRAIN (MIN. 3%)
 - D. #3 BARS 1'-8" O.C. (MAX.) BOTH WAYS
 - E. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

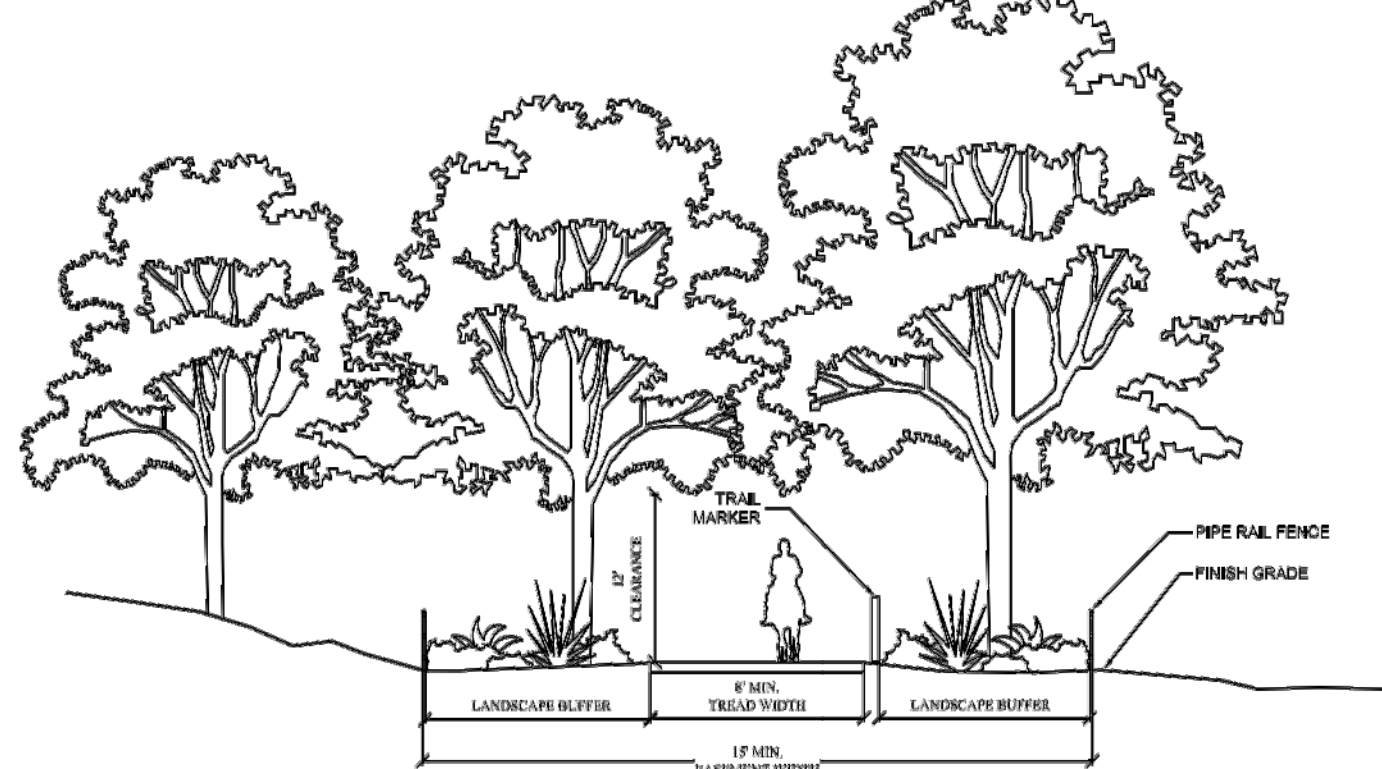
DOWELED EXPANSION JOINTS

- GENERAL NOTES:
1. LOCATE DOWELS (FOR EXPANSION JOINTS) ON 1'-0" CENTERS (MAX.).
 2. USE #4 SMOOTH DOWEL 1'-6" LONG & LUBRICATED ON ONE END.
 3. INSTALL REDWOOD EXPANSION JOINT 1/2" BELOW FINISHED GRADE OF TRAIL. FILL DOWELED EXPANSION JOINTS WITH SILICONE JOINT SEALANT DOW CORNING 880 SL, OR APPROVED EQUAL, GREY IN COLOR.



PARKS & RECREATION CONSTRUCTION DETAILS
MULTI-USE TRAIL CONCRETE HEADWALL
NOT TO SCALE

DATE: MAY 2015
SHEET: 1 OF 1
SHEET: P-2



EQUESTRIAN TRAIL SECTION

- GENERAL NOTES:
1. GRADE TRAIL FOR POSITIVE DRAINAGE AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC WHEN NEEDED.
 2. THE TRAIL MAY REQUIRE EROSION CONTROL METHODS TO BE IMPLEMENTED WHERE IT CROSSES BELOW GRADE CROSSINGS. CONTRACTOR TO INFORM THE TOWN OF ANY AREAS WITHIN THE TRAIL EASEMENT THAT MAY REQUIRE ADDITIONAL EROSION CONTROL DUE TO POTENTIAL DRAINAGE FLOW OVER THE TRAIL.
 3. MEANDERING THE TRAIL ALIGNMENT IS PREFERRED WHEN POSSIBLE.
 4. LANDSCAPE BUFFER TO BE A MINIMUM OF 5 FEET. PIPE RAIL FENCING NOT REQUIRED IN AREAS WHERE A LANDSCAPE BUFFER IS PROVIDED.
 5. ALL EQUESTRIAN TRAIL ALIGNMENT, FENCING LOCATIONS AND LANDSCAPE BUFFER DESIGN AND LAYOUT SHALL BE REVIEWED AND APPROVED BY THE TOWN PRIOR TO ANY CONSTRUCTION.
 6. PIPE RAIL FENCING SHALL BE PER DETAIL P-4.
 7. TRAIL MARKERS SHALL BE CARBONITE HIGH PERFORMANCE ROAD MARKERS, BROWN IN COLOR, OR APPROVED EQUAL. THE TRAIL MARKERS ARE TO BE PLACED ON ONE SIDE OF THE TRAIL AND PLACEMENT TO BE REVIEWED AND APPROVED BY THE TOWN PRIOR TO ORDERING ANY MATERIAL.
 8. IRRIGATION HEADS ARE PROHIBITED WITHIN THE EQUESTRIAN TRAIL EASEMENT. THE IRRIGATION PLAN MUST BE REVIEWED AND APPROVED BY THE TOWN PRIOR TO ANY INSTALLATION. OVERSPRAY OF THE EQUESTRIAN TRAIL IS ALLOWED TO ACCOMPLISH FULL COVERAGE OF THE LANDSCAPED AREA.
 9. MUST PROVIDE A 12 FOOT HEIGHT CLEARANCE AND AN 8' WIDTH CLEARANCE OF ANY OBSTRUCTIONS WITHIN THE EASEMENT.



PARKS & TRAILS CONSTRUCTION DETAILS
15' WIDE EQUESTRIAN TRAIL EASEMENT
NOT TO SCALE

DATE: MAY 2015
SHEET: 1 OF 1
SHEET: P-5

5. MULTI-USE CONCRETE TRAIL
NTS

6. MULTI-USE TRAIL CONCRETE HEADWALL
NTS

7. 15' WIDE EQUESTRIAN TRAIL EASEMENT
NTS

SITE PLANNING CIVIL ENGINEERING PLANNING
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TBPES Firm No. 1798 TBPES Firm No. 00047700



PEPPER CREEK RANCH
94.61 Acres
In the
McGOWAN & JAMES SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Concept Landscape Plan

PRELIMINARY PLANS
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JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 4/20/2018



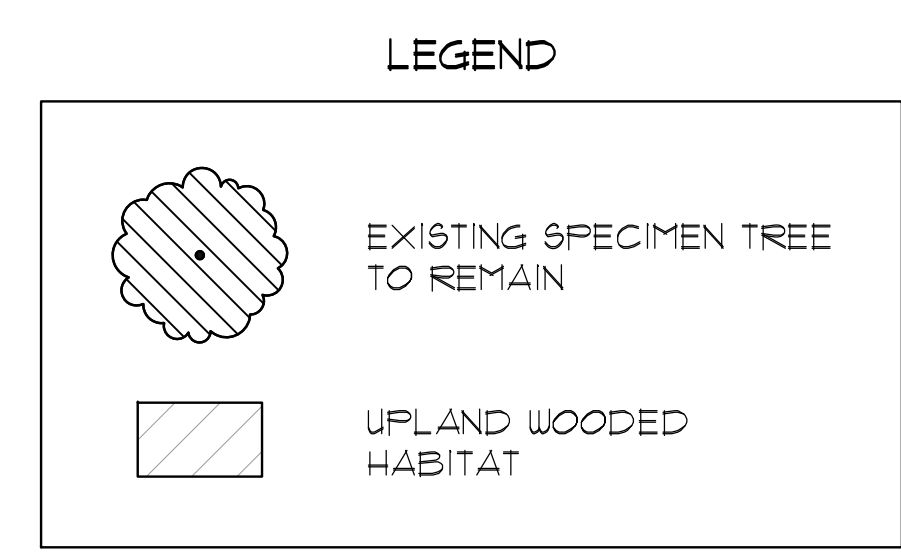
Drawn By: MH
Date: ####
Scale: #####
Revisions:

#####

17286

CLP3

OWNER/DEVELOPER
Greg Anderson
9040 Hawley
Fort Worth, TX 76244
Ph. 435-229-4200
Contact: Greg Anderson



PRELIMINARY PLANS
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RON STEWART LANDSCAPE ARCHITECT
791
DATED 4/23/2018



Drawn By: MH
Date: 01/15/2018
Scale: 1"=80'
Revisions:
02/23/2018
03/23/2018

OWNER/DEVELOPER
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17286

TS1

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

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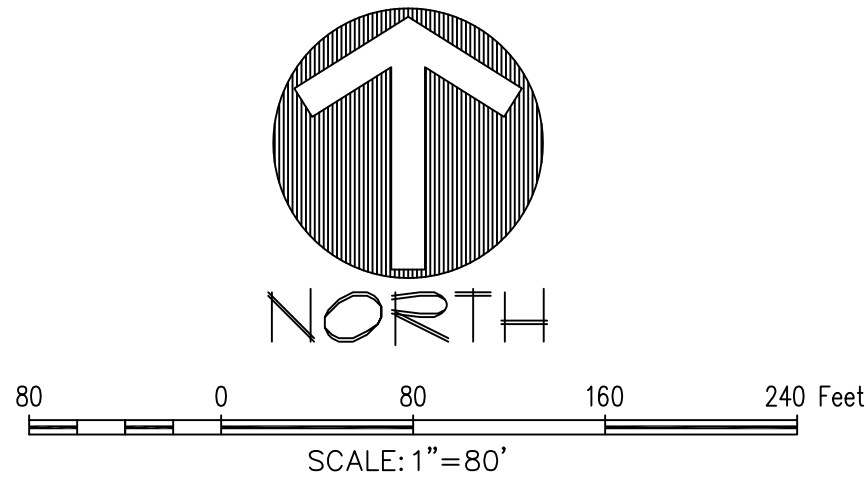
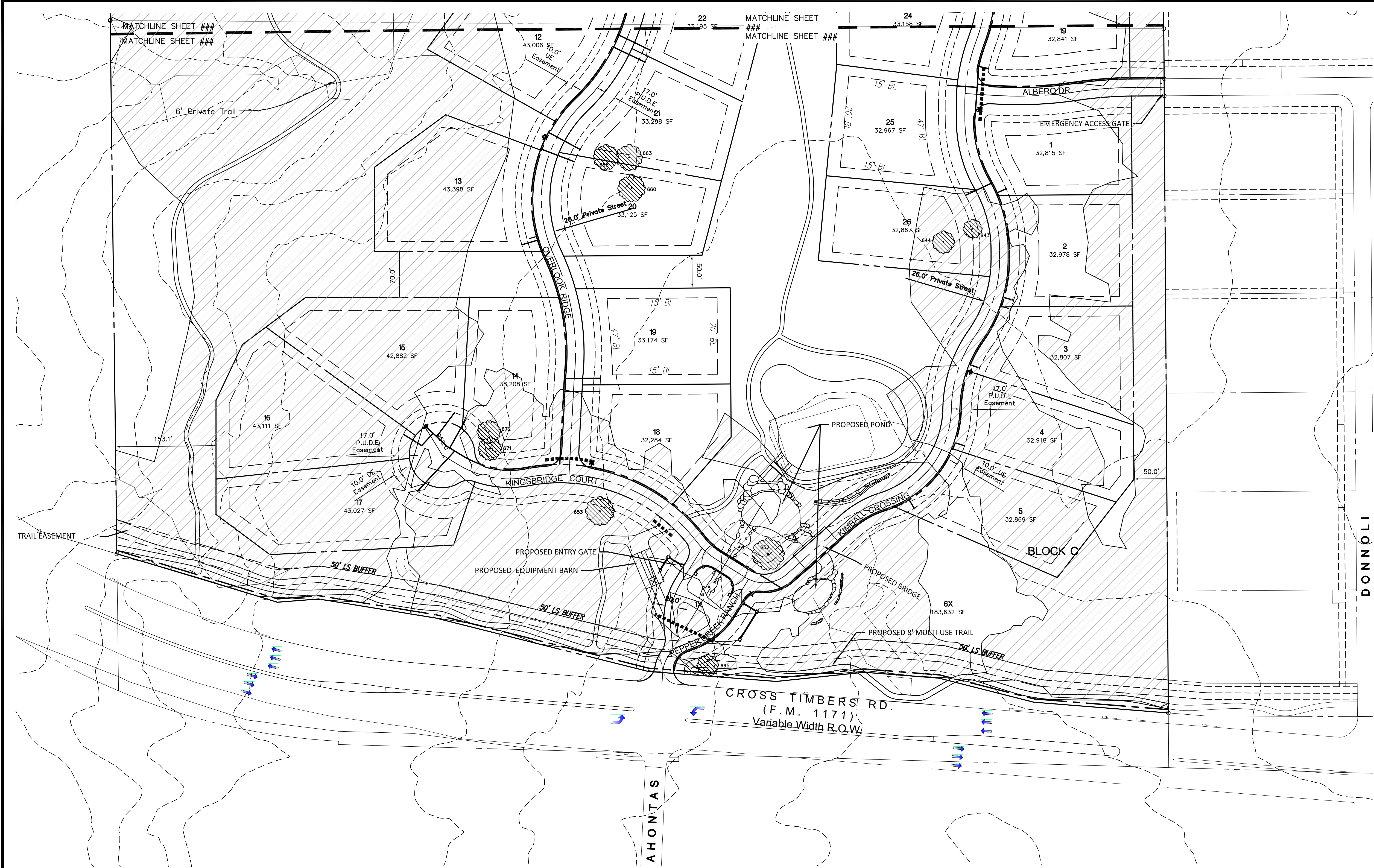
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TBPE Firm No. 1798 TBPLS Firm No. 10047700

PEPPER CREEK RANCH
94,610 Acres
in the
MCGOWAN & PITCOCK SURVEY, ABSTRACT N
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

PEPPER CREEK RANCH



LEGEND

- EXISTING SPECIMEN TREE TO REMAIN
- UPLAND WOODED HABITAT

CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
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TBPPE Firm No. 1798 TBPPE Firm No. 0047700

PEPPER CREEK RANCH
94.610 Acres
in the
MCGOWAN & PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

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RON STEWART LANDSCAPE ARCHITECTS, P.C.
DATED 4/23/2018

Drawn By: MH
Date: 01/15/2018
Scale: 1"=80'
Revisions:
02/23/2018
03/23/2018

17286

TS2

OWNER/DEVELOPER
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9040 HAWLEY
FORT WORTH, TX 76244
Ph. 435-229-4200
Contact: Greg Anderson

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

THERE ARE (10) PROTECTED TREES WITHIN (50) FEET OF THE CENTERLINE OF THE PROPOSED ROADS.

- QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "air dug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



TS3

OWNER/DEVELOPER
GREG ANDERSON
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FORT WORTH, TX 76244
Ph. 435-229-4200
Contact: Greg Anderson

DEVELOPMENT STANDARDS

Planned Development District - 162 (PD-162) Pepper Creek Ranch

The development on the property comprising approximately 94.61 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit XX to this Zoning Ordinance adopting PD-162 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES:

The following uses shall be the only uses permitted in the Planned Development District (PD-162).

1. Permitted Uses. The following uses shall be permitted in PD-162, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to Section 98-972;
 - c. Garage Sale, subject to Section 98-982;
 - d. Home occupation, subject to Section 98-984;
 - e. Model home;
 - f. Swimming pool, private; subject to Section 98-996;
 - g. Tennis Courts;
2. Specific Uses: The following uses shall be permitted in PD-162 only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits.
 - a. Accessory Dwelling, subject to section 98-983 on lots greater than 32,000 square feet.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-162 subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974
 - b. Building material yard; and
 - c. Field office, temporary
4. Accessory Uses Permitted in Lots Owned by HOA ("X" Lots). The following uses are permitted in PD-162 within lots owned by the Homeowner's Association as shown on the attached Zoning Concept Plan (Exhibit "XX")
 - a. Barn;
 - i. Size: 3,200 sq. ft. maximum (each)
 - ii. Number: Maximum of 3.

- iii. Construction: Stone and board and baton wood siding with barn door, in compliance with the Town's regulations.
- iv. Appearance: Traditional Scenic Barn
- v. Purpose: Storage of Equipment and Supplies for husbandry and maintenance of the trails, open spaces, and amenity features.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. PD-162 Residential Lot Standards:

- a. Minimum lot area per dwelling. The minimum lot area shall be thirty-two thousand (32,000 square feet), subject to section 98-1023;
 - b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be one hundred feet (120'), subject to section 98-1024;
 - c. Minimum front yard. The minimum front yard shall be thirty feet (30'), subject to section 98-1026;
 - d. Minimum side yard. The minimum side yard shall be fifteen feet (15'), subject to section 98-1027;
 - e. Minimum rear yard. The minimum rear yard shall be twenty feet (20'), subject to section 98-335;
 - f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be three thousand square feet (3,000 SF), subject to section 98-1025;
 - g. Maximum lot coverage. The maximum lot coverage shall be thirty-five percent (35%) for all uses, subject to section, 98-1029;
 - h. Maximum height. The maximum height of all buildings and structures shall be three (3) stories or thirty-five feet (35') for all uses, subject to section 98-1031
2. The dimensional and area regulations shall not apply to common areas or lots owned by the homeowner's association for Pepper Creek Ranch at Flower Mound ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within The Pepper Creek Ranch Estates.

- 1. There shall be a maximum density of 0.53 dwelling units per gross acres of the entire Pepper Creek Ranch Estates property which equates to 50 total residential lots.

D. SUPPLEMENTAL STANDARDS

- 1. The development of PD-162 is subject to the approved Environmental Protection Plan.
- 2. The development of PD-162 is subject to an Open Space Management Plan.
- 3. There shall be an X lot owned and maintained by the HOA as an amenity lot and shall not be counted toward the minimum 50% open space requirement. The amenity lot is number 27X, Block A, as shown on the attached Zoning Concept Plan (Exhibit "XX").

4. The home owner or home builder may choose to install an ornamental metal fence on the residential lot that is adjacent to open space, or may choose to leave their property unfenced. If a pool is installed, a fence must be constructed either by the homebuilder or homeowner, in accordance with Town requirements.
5. As a Cluster Development, PD-162 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "XX" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "XX" shall be managed. Open Space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. The final Open Space Management Plan (OSMP) shall conform with the following:
 - a. The OSMP shall be in accordance with Ordinance No. 64-13; Section 5/Cross Timbers Conservation District Area Plan (CTCDD)
 - b. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.
 - c. Be recorded in the deed records of Denton County Texas as a restriction running with the land simultaneously with recording of the first record plat.
 - d. Substantially conform to the draft OSMP submitted to the Environmental Conservation Commission and Planning and Zoning Commission for consideration of the Zoning application (ZPD18-0002) and identified as Attachment XX of the agenda item.
6. A multi-use trail with a minimum width of eight feet (8') shall be provided along FM 1171.
7. An equestrian trail with a minimum width of fifteen feet (15') shall be provided along FM 1171.
8. Prior to approval of a record plat, a tree survey shall be submitted and accepted by staff for all areas of the subject property outside of Environmentally Sensitive Areas (ESA's) that are impacted by public improvements including but not limited to roads. Furthermore, a tree survey shall be required for each residential lot at the time a building permit application is sought prior to the construction of any structure. This allows the custom home-builder to have flexibility in the design and placement of buildings in order to optimize the preservation of existing natural features, such as trees, that are unique to each lot.
9. Individual lot grading design shall not be required for all residential lots during the Record Plat/Construction Plan phase; however, for those lots not graded on the Grading Plan included in the set of Construction Plans shall require a separate grading plan at the time of building permit submittal and must be completed by an engineer.
10. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading, drainage and pad elevation plans in accordance with

the Engineering Design Criteria and Construction Standards. The grading and drainage within Pepper Creek Ranch and along the perimeter of all lots within each phase of the development shall be complete prior to final acceptance of that phase of the development by the Town. The general pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of each phase of the development. Developer agrees that for each pad site that is not being benched, as identified herein-above, prior to final acceptance of that particular phase the following will occur:

- a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every pad site identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any proposed revisions to the Town for approval and acceptance before each such pad site or group of pad sites within a particular phase is benched;
- b. Erosion control measures shall be maintained in compliance with an approved Stormwater Pollution Prevention Plan (SWPPP) including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or more frequently as may be required and directed by the Town Manager or his designee;
- c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
- d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.

11. All amenity ponds shall have aeration by recirculating pumps or by fountains.

12. All landscaping shall be in conformance with Exhibit "XX", the Conceptual Landscape Plan.

E. EXCEPTIONS

1. Topographical Slope Protection – Section 98-147
Impact to slopes that are 12% or greater may be allowed in areas as shown in Exhibit "XX", the approved Environmental Protection Plan.
2. Minimum Cul-de-Sac Length – Section 90-310
Cul-de-Sac lengths may exceed 600 feet as shown on the attached Zoning Concept Plan (Exhibit "XX").

OPEN SPACE MANAGEMENT PLAN
Planned Development District 162 (PD-162)
Pepper Creek Ranch

Maintenance of Common Areas:

The Pepper Creek Ranch has dedicated **47.323** acres as open space, which is equivalent to 50.02% of the land. This exceeds the suggested 50% requirement by 796 sq. ft. A total combined footprint for accessory buildings will not exceed 6,400 sq. ft.

The Open Space is divided into different classifications according to its present state or its intended or future uses. All Open Space Common Areas are to be conveyed to the Homeowners Association (HOA) by the Developer. The HOA will be established by the Developer as a Nonprofit Corporation. The members will be the Pepper Creek Ranch Lot owners with one (1) vote for each Lot owner in all matters. A Board of Directors will be elected by the homeowners to manage and oversee the business and all other matters of the HOA, including the conservation requirements of the Town.

The structure and guidelines for the HOA will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer after the Final Plat is approved, as required by the Town. The Covenants Conditions and Restrictions shall set forth all enforcement guidelines.

The maintenance and management of the Common Areas will be the responsibility of the HOA Board of Directors. The Common Areas and their care will be as follows:

1. Bar Ditch Open Space

a. Bar Ditches

i. Description:

1. Located along streets in open space areas, compromising approximately 2.0 acres
2. Bar ditches to be seeded or sodded with Bermuda grass

ii. Maintenance:

1. Regular mowing as needed per seasonal grass growth
2. Edge between Bermuda grass and native grasses to be maintained by herbicidal or mechanical means
3. Supervision and maintenance of culverts
4. Maintained by the HOA

iii. Uses:

1. Pedestrian access throughout the open space for the residents and guest
2. Drainage and utilities

2. Private Park Area and Entry Open Space

a. Entrance Facilities and Barns

i. Description:

1. All buildings, bridges, water features, signs, masonry walls, gates and operating equipment, fences, and all accessories and equipment. The buildings will include two maintenance building.
 - a. Located on Lot 28X, the barns are for storage of equipment and supplies for husbandry by and maintenance of the trails, open spaces and amenity features.
- ii. Maintenance:
 1. Service and repairs of all the above items
- iii. Uses:
 1. Location for the entrance-exit by the estate owners and guests. The barns may be used for site maintenance and as a small meeting area.
- b. Private Park Areas with Ponds
 - i. Description:
 1. There are three (3) small ponds with gardens. Located on lots 28X, and 6X. Proposed pond locations have been carefully selected – they will replace existing fields and a pond in the open areas where no trees are present.
 - a. Ponds will be maintained by capturing storm water runoff (surface drainage) and possibly a water well.
 - b. Ponds will serve as water reservoirs for irrigation.
 - c. Ponds will have re-circulating pumps, waterfalls, and spillovers to aerate the water and create continuous flow of the waterfalls and spillovers.
 - d. Pump houses may be constructed within private park areas, subject to the conditions specified in the Development Standards.
 - ii. Maintenance:
 1. The park areas and ponds will be maintained by the developer initially, then by the HOA, as provided in the dedications and restrictions.
 2. Ponds comprise a portion of the acreage allocated as private park areas. The remainder will be maintained by mowing, landscaping, etc.
 - iii. Uses:
 1. These private park areas will be landscaped and maintained with flowers, shrubs, trees and seasonal color. They will be the focal points of the subdivision with beautiful views from the interior roads and from the homes clustered around the parks and small ponds. They will also be enjoyed by the residents as places for passive recreation and interaction with the outdoors.
 2. The ponds at the entrance will be a scenic feature for all vehicular passengers to enjoy as they drive past Pepper Creek Farm along Cross Timbers Road.
 3. Water conservation, irrigation, and detention for surface drainage
- c. Private Open Green Space
 - i. Description:

1. Located on Lot 28X and surrounding Lot 27X, the open green space will be planted in a turf grass for passive recreational use and interaction with the outdoors.
- ii. Maintenance:
 1. Initially the open green space areas may be lightly graded (+/- 12") while maintaining existing topography. There shall be no grading under existing trees.
 2. The areas will have regular & normal turf grass maintenance by the HOA.
- iii. Uses:
 1. The private open space will serve as a "Neighborhood Green" for community gathering and interaction.
 2. The area can be used for passive recreation and play.
- d. Community Trails
 - i. Description:
 1. A series and network of pedestrian trails for community connectivity and access to personal health & physical fitness enrichment
 2. The trails will follow the natural terrain and may be constructed with decomposed crushed granite, bark mulch or concrete. Trails may have P.V.C. drainage pipes, stone slabs or custom built wood bridges as needed to accommodate natural terrain and drainage. Final trail layout to be determined in the field and approved by the Landscape Architect and Town of Flower Mound Environmental Services.
 3. Trails can vary from 4-6' wide
 - ii. Maintenance:
 1. Trails will be maintained by the HOA.
 - iii. Uses:
 1. Trails will be used by and open to residents of Pepper Creek Ranch for running, walking and hiking.
 2. Trails may have environmental interpretive signs or QR codes to guide residents through the various eco-zones on the property.

3. Private Meadows Open Space

a. Meadows

- i. Description:
 1. Open space within the development that lacks significant tree cover. They are not a part of the ancient Cross Timbers habitat, and therefore do not need to be maintained as they are. The plan is to over-seed and maintain the meadows with native grasses and wildflowers, which will be part of the scenic country vistas along FM 1171 and some of the interior open spaces.
 2. Meadows are comprised of approximately 11.2 acres.
- ii. Maintenance:

1. Bramble sprouts and under growth may be controlled by cultivation or herbicide.
2. Meadows will be mowed each fall.
3. Meadows will over-seeded with native grasses in the spring and wildflowers in the spring or fall depending on species until such time that the wildflowers and native grasses will replace existing Bermuda grass.

iii. Uses:

1. Scenic views are a significant function for the meadows, and may be used for passive recreation

4. Native Prairie Habitat

a. Native Prairie Habitat

i. Description:

1. These meadows presently have little bluestem and a mixture of natural grasses. This will be expanded to include adjacent savannahs and wildflower meadows, in order to facilitate a conservation concept.
2. Native prairie habitat areas comprise approximately 13 acres.

ii. Maintenance:

1. Native wildflowers will be over-seeded to provide seasonal colors. Various wildflowers are seeded in spring, others in the fall.
2. The HOA too work with natural and seasonal timing.

iii. Uses:

1. The rural pastoral meadow vistas will be significant. The homeowners and their guests may enjoy these areas for picnics, parties and passive recreation

5. Woodland Open Space

a. Wooded Open Space

i. Description:

1. Wooded areas with tree coverage ranging from 25-100%.
2. Wooded open space areas are comprised of approximately 13.5 acres.

ii. Maintenance:

1. This open space will remain in its natural state with all wildlife habitats undisturbed.
2. Heavily treed areas will be under the supervision of a licensed landscape architect, arborist or forester, retained by the Developer and/or the HOA

iii. Uses:

1. In coordination with the Meadows, the wooded open space areas will contribute to the rural vistas and may be used for hiking, wildlife observation, and other passive recreation.

b. Wooded Open Space Eco-fringe

i. Description:

1. Wooded areas with tree coverage ranging from 25-100%. Eco-fringe is considered within 10 feet off a residential lot property line or trail system and within 25 feet of native prairie habitat, private meadow open space, private park and entry open space, bar ditch open space and street buffer open space. Currently, the vines and undergrowth have been left to take over the trees which is causing damage by invading the tree canopy and covering up the leaves. The vines and undergrowth are predominantly poison ivy, poison oak, greenbrier, and mustang grape vines, most of which are undesirable, very aggressive, and must be managed or removed in order to save the existing trees.
2. All of the wooded areas have been left unmanaged for many years, resulting in an overabundance of undergrowth, which dries out and is considered a fire hazard. This may be selectively removed and maintained. There can be a 10'-0" wide vegetative break between the wooded open space and adjacent property lines.
3. Wooded open space eco-fringe areas are comprised of approximately 6.0 acres.

ii. Maintenance:

1. Invasive and non-native brush, vines and undergrowth may be cleared and removed. Mistletoe and dead wood may be cleared and trees may be pruned to let light in to the forest floor. Non-native trees may be removed to allow more room for native species to thrive.
2. These areas, particularly eco-fringe areas, may be seeded with shade tolerant native grasses, wildflowers, and/or native ("slow-growth") ground cover to prevent topsoil erosion and to provide visual interest and a welcoming habitat for native creatures. Prior to any planting operations, there shall be no grading or removal of topsoil or leaf litter.
3. Initial restoration may be done by the developer. The conservation husbandry will be overseen by the HOA.
4. Heavily treed areas will be under the supervision of a licensed landscape architect, arborist or forester, retained by the Developer and/or the HOA. Contact the Town of Flower Mound Environmental Services before any work is done within the Upland Wooded Habitat or native Prairie Habitat.

iii. Uses:

1. In coordination with the Meadows, the wooded open space areas will contribute to the rural vistas and may be used for hiking, wildlife observation, and other passive recreation.

6. Street Buffer Open Space

a. Meandering Street Buffer

i. Description:

1. A meandering linear pedestrian and equestrian buffer along FM 1171.

2. Street buffer land shall include an 8' trail and a 15' equestrian trail easement.
 3. Open space may include enhanced landscape, understory trees, irrigation, a split rail fence, benches, and sidewalks.
 4. Street buffer open space areas are comprised of approximately 1.8 acres
- ii. Maintenance:
 1. By the HOA. Maintenance will be similar to that of Private Park areas and may include the use of drought-resistant grass.
 - iii. Uses:
 1. Street Buffer land open to the public for use of the hike-and-bike trail and the equestrian trail

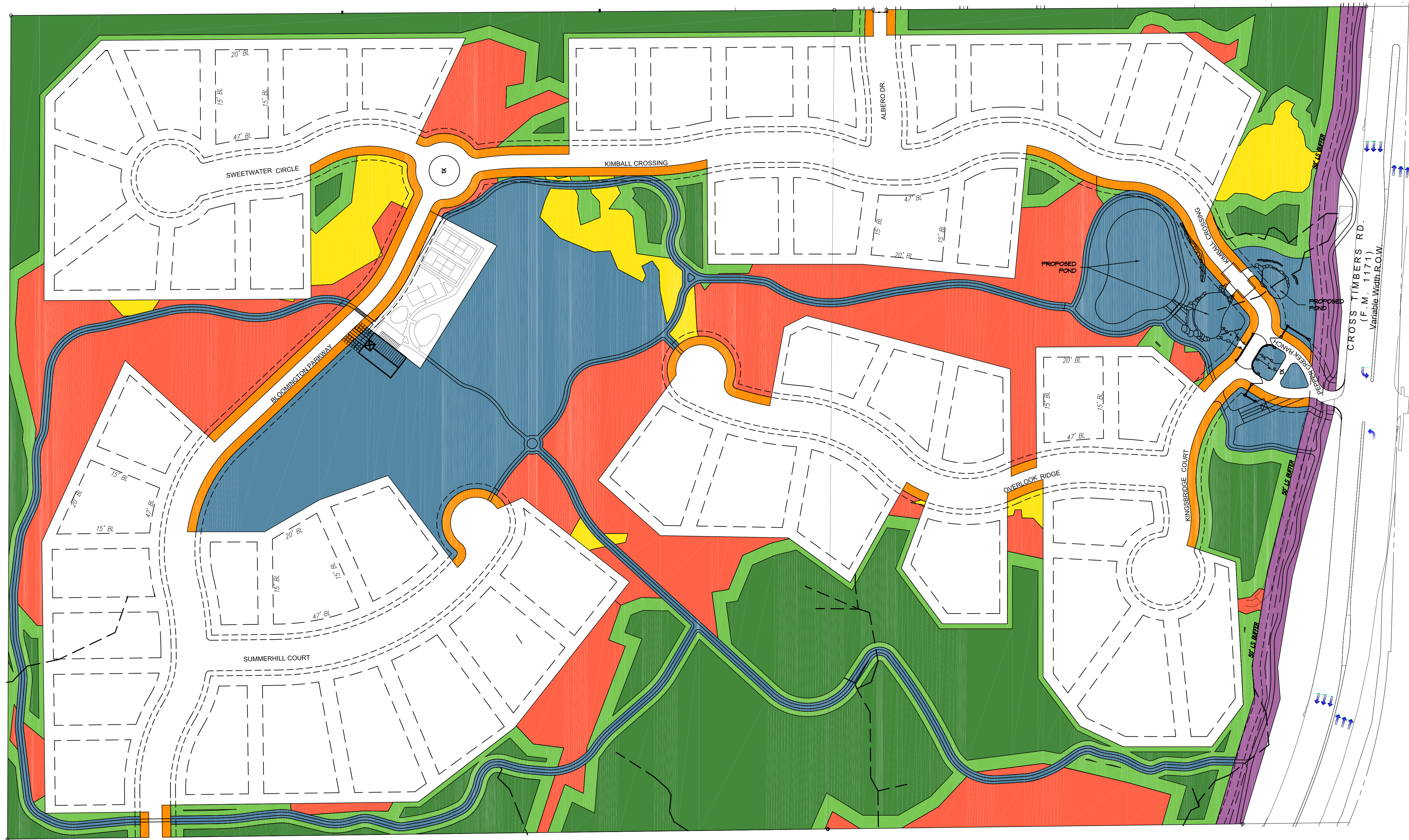
The objective for all areas is to establish a program - which will be embraced by the members of the HOA - to restore the native settings of the meadows, and woodlands, and maintenance of grasslands and then be subject to an ongoing Conservation Program.

The husbandry by the HOA will provide an environment which will be much more than isolated and forgotten woodlands, and meadows, but rather a natural habitat to be preserved, protected and enjoyed by all. Native grasses and wildflowers shall come from species within the Native American Seed company mixes – “Blackland Prairie Mix”, “Shade-Friendly Grass Mix”, and “Native Texas Mix” are all potential options. Grasslands are the enjoyment of use by residents.

Prohibited activities include, but are not limited to the removal of protected trees within the open space unless otherwise allowed by town ordinance, burning, dumping or illegal activities as listed in the Town of Flower Mound Code of Ordinances.

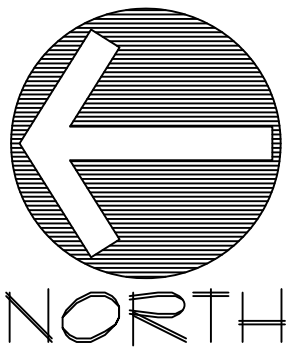
All open space areas shall be supervised by the Conservation Committee appointed by the HOA Board of Directors. The Conservation Committee will be under the supervision of a licensed Landscape Architect, Arborist, or Forester, or by a Certified Conservationist to be retained by the HOA. The Conservation Committee will fulfill the conservation covenants as provided in the deed restrictions.

Please refer to the open space plan, the environmental protection plan (EPP), and the Planned Development – 162 for additional clarification.



LEGEND

	PRIVATE WOODLAND OPEN SPACE (13.5) ACRES		PRIVATE PARK AREA / ENTRY OPEN (10.8) ACRES
	PRIVATE WOODLAND ECO-FRIDGE (6.0) ACRES		STREET BUFFER OPEN SPACE (1.8) ACRES
	NATIVE PRAIRIE HABITAT (1.9) ACRES		BAR DITCH OPEN SPACE (2.0) ACRES
	PRIVATE MEADOW OPEN SPACE (11.3) ACRES	TOTAL OPEN SPACE = 47.3 ACRES	



100 0 100 200 300 Feet
SCALE: 1"=100'

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057
P: 972.436.9712 • F: 972.436.9715
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TBPES Firm No. 1798 TBPES Firm No. 0047700



PEPPER CREEK RANCH
94.61 Acres
In the
McGOWAN & JAMES SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

OPEN SPACE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMITTING.
JAMESON PINSON LANDSCAPE ARCHITECTURE
STATE OF TEXAS
2826
DATED 4/20/2018

Drawn By: MH
Date: ###
Scale: 1"=100'
Revisions:
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OWNER/DEVELOPER
Greg Anderson
9040 Hawley
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Ph. 435-229-4200
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17286

OSP



ENVIRONMENTAL PROTECTION PLAN

Pepper Creek Ranch

Northwest of Donnoli Drive and Cross Timbers Road, Flower Mound, Texas

April 19, 2018

Apex Job No: 725050942001

Prepared for:

G&A Consultants, LLC

111 Hillside Drive

Lewisville, TX 75057

Apex Companies, LLC

12100 Ford Lane, #401, Dallas, TX 75234 T214.350.5469 www.apexcoss.com

Texas Professional Geoscience Firm Registration No. 50296 Texas Professional Engineering Firm Registration No. 14073

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TABLES

Table Ex-1	ESA Summary
Table 2-1	State- and Federally-Listed Threatened and Endangered, and State-Listed Rare Species Potentially Present in Denton County, Texas

APPENDICES

Appendix 1	Figures
	Figure 1 Site Location Map
	Figure 2 Environmentally Sensitive Areas
	Figure 3 Site Plan
	Figure 4 Topographic Slope Protection Map
	By Others Preliminary Open Space Plan by G&A dated March 15, 2018
Appendix 2	Environmentally Sensitive Area Survey from Town of Flower Mound
Appendix 3	TPWD Species of Greatest Conservation Concern, Denton County, Texas
Appendix 4	Photograph Log
Appendix 5	FEMA FIRM, Wetland Data Forms

EXECUTIVE SUMMARY

Apex Companies, LLC (Apex) developed this Environmental Protection Plan (EPP) for the proposed Pepper Creek Ranch residential subdivision located on approximately 94.61-acres northwest of the intersection of Donnoli Drive and Cross Timbers Road in the Town of Flower Mound (Town), Denton County, Texas (Site). The regional location of the Site is shown in **Figure 1 (Appendix 1)**.

Environmentally Sensitive Areas (ESAs) are defined in the Town's SMARTGrowth Program. ESAs present at the Site include Upland Habitat, Prairie Habitat, waters of the state, waters of the United States (WOTUS), and topographic slope protection. The Town requires preparation of an EPP prior to certain approvals of residential and non-residential developments at properties where ESAs are identified. The purpose of the EPP is to describe the ecological setting and condition of the property, identify and map ESAs, and present best management practices (BMPs) to "protect, conserve and/or restore" ESAs at the Site. The EPP commonly also addresses other elements of the SMARTGrowth Program that include the identification of jurisdictional wetlands or WOTUS, topographic slope protection (varying degrees of protection for slopes greater than 5 and 12 percent), and water impoundment protection (protection for impoundments with surface area capacity equal or greater than 0.5 acre). The EPP also commonly addresses potential impacts to rare, threatened, and endangered species.

An ESA Survey was conducted by Mr. Aaron Brewer of Apex at the Site on January 11 and 12, 2018. Mr. Brewer identified waters of the state, possible WOTUS, Upland Habitat, Prairie Habitat and topographical slope protection ESAs at the Site. The Town of Flower Mound completed their ESA Survey on February 28, 2018, and it is attached in **Appendix 2**. ESA boundaries are presented in **Figure 2**, which also shows the Site boundaries. The current Site plan is represented in **Figure 3**. Apex's topographic slope protection map is presented in **Figure 4** and is based on a site specific topographic survey. The ESA areas are summarized in **Table Ex-1** on the next page along with the ESA mitigation strategy.

Table Ex-1: ESA Summary Table:

ESA	ESA Details	ESA Mitigation
Waters of the State	Six drainages on the Site have features consistent with ephemeral streams. They have been divided into segments numbered ES-1 through ES-11 on the map. Some of the drainages have adjacent swales lacking ordinary high water marks (OHWM). A 0.24-acre pond (Pond-1) and a 0.30-acre pond (Pond-2) have been identified as waters of the state.	Based on preliminary site plans, varying levels of impacts to some of the waters of the state are anticipated; however, Pond-1 and several of the streams (or segments) will be left undisturbed or enhanced as a feature of the proposed development. Impacts to waters of the state are mitigated by incorporating their flow within the on-Site drainage plan. Waters that do not meet criteria of WOTUS do not require a Section 404 permit.
Waters of the U.S.	Six drainages have been identified at the Site, each with potential to be WOTUS. They have indications of OHWM, but off-Site connections to other waters are only presumed to be present. Two of the streams (ES-1 and ES-2) are unnamed tributaries of Grapevine Lake and the others are unnamed tributaries of Whites Branch.	Most of the streams (or segments) will be left undisturbed as a feature of the proposed development. As much as 245 feet of ephemeral stream ES-11 will be filled during development and 55 feet of stream is located in the utility easement and drainage easement south of proposed Kimball Crossing road. Impacts to WOTUS will likely require a U.S. Army Corps of Engineers (USACE) Section 404 Clean Water Act (CWA) permit. Mitigation would be in accordance with the applicable Nationwide Permit General Conditions.
Upland Habitat	Identified along and within the perimeter of the Site, concentrated within the northeast, southeast, and southwest corners totaling 44.29 acres.	Approximately 21.46 acres of Upland Habitat is anticipated to be impacted and impacts to Upland Habitat will be mitigated by preserving an equal area of Upland Habitat within the development. Due to the preservation of at least as many acres of Upland Habitat as will be impacted, no additional tree mitigation will be required.
Prairie Habitat	Identified as elongated and irregular bands located primarily throughout the central portion of the Site totaling 4.46 acres.	Impact to approximately 2.38 acres Prairie Habitat is anticipated. Impacts to Prairie Habitat will be mitigated by preservation, restoration, and establishment of 11.2 acres prairie habitat within areas identified as Private Meadow Open Space on the March 15, 2018, Preliminary Open Space Plan provided by G&A Consultants, LLC.
Topographic Slope Protection	Areas of the slope between 5% and less than 12% meeting SMARTGrowth criteria (slopes extending for over 50 feet and/or greater than 6 feet elevation change) have been mapped at the Site (Figure 4) and cover an area totaling 9.98 acre. Areas of slope greater than 12% meeting SMARTGrowth criteria have been mapped at the Site (Figure 4) and cover an area totaling 8.19 acres.	Construction activities in areas with a slope between 5% and less than 12% and greater may proceed with limitations per the Topographic Slope Protection in the SMARTGrowth Analysis to the extent practicable. A lot specific grading plan has not been developed yet; however, mass grading of these areas is not being proposed. Individual lot designs will be developed based on the home designs of each new home. The proposed impacts to these slopes, assuming 100% impact from each residential lot, are estimated at 3.84 acres of

ESA	ESA Details	ESA Mitigation
		impact to slopes 5% to less than 12% (approximately 38%, including areas under structures and within 5 feet of structures), and 2.33 acres of impact to slopes 12% and greater (approximately 28% impact to 12%+ slopes). However, the actual impact to protected slopes is anticipated to be less.

The overall ecological health of the Site is mixed depending on the location within the Site. The central portion of the Site is characterized by degraded grassland that has been affected by historical agricultural practices that is visible in historical aerial imagery and by the predominance of non-native vegetative species. Two man-made ponds are located within the degraded grassland. Wooded vegetation located at the western portion and northeastern corner of the Site is dominated by trees considered native and listed within the Town's protected tree ordinance. The majority of the wooded areas located on the Site meet the Town's definition of Upland Habitat. The wooded habitat is intersected by a mosaic of swales and the upstream extent of numerous ephemeral tributaries; however, infrequent water presence and flow are characteristics of these swales and ephemeral tributaries. Grassland areas that met the Town's definition of Prairie Habitat were identified as elongated and irregular bands of prairie areas interspersed with Upland Habitat.

The proposed Pepper Creek Ranch will result in impacts to Upland Habitat, Prairie Habitat, WOTUS, and waters of the state. Upland Habitat and Prairie Habitat is present at the Site and approximately 44.29 acres and 4.46 acres, respectively, will be impacted by construction of the residences, roads, and attendant features. Impacts to Upland Habitat will be mitigated by preserving an equal area of Upland Habitat. Impacts to Prairie Habitat will be mitigated by preserving, restoring, and establishing prairie in areas designated as Private Open Meadow in the Open Space Plan prepared by G&A Consultants, LLC, dated March 15, 2018 (**Appendix 1**).

Based on the wetland delineation, preliminary jurisdictional determination, and the preliminary proposed project plan, impacts are anticipated to a segment of an unnamed tributary of Grapevine Lake (ES-2) and a segment of unnamed tributary of Whites Branch (ES-11). Several other streams and segments are present and will be left undisturbed as a feature of the proposed development. Impacts to WOTUS will likely require a United States Army Corps of Engineers (USACE) Section 404 CWA permit.

Two ponds at the Site are individually smaller than the 0.5-acre threshold for regulation under the SMARTGrowth ordinance for impoundments. Impacts to waters of the state will be absorbed into the planned stormwater system.

Portions of the Site have moderately steep slopes ranging between 5 and less than 12 percent and greater. The identification of slope degrees was completed based on information obtained from the site specific

topographic survey and analyzed by Apex. The current Town development standards limit mass grading in areas of greater than 5% slopes with a rise greater than 5 feet or slope length greater than 50 feet. The development plan will impact some of the slopes, after receiving a waiver from the Town Council for impacts to protected slopes, but the development will avoid mass grading of those protected areas that are greater than 5 feet from the proposed structures.

G&A identified specimen trees within 50 feet of the proposed road centerline. The road design was adjusted to avoid those trees. The remainder of the tree survey will be addressed when the grading plan is submitted for the specific lots.

The potential for the proposed development to impact the habitat of state and federally-listed threatened and endangered species, as well as other species of greatest conservation concern (SGCC) identified by the U.S. Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD), was assessed during the preparation of this EPP. No threatened or endangered species are anticipated to inhabit the Site, and the proposed development plan is anticipated to have no effect on state or federally listed species and no impact to populations of state-listed species of greatest conservation concern.

1.0 INTRODUCTION

1.1 Introduction and Site Location

Apex Companies, LLC (Apex) developed this Environmental Protection Plan (EPP) for the proposed Pepper Creek Ranch residential subdivision located on approximately 94.61-acres northwest of the intersection of Donnoli Drive and Cross Timbers Road in the Town of Flower Mound (Town), Denton County, Texas (Site). The regional location of the Site is shown in **Figure 1 (Appendix 1)**.

1.2 EPP Summary

ESAs were identified and mapped at the Site in compliance with the Town's SMARTGrowth requirements. Aquatic features and habitat (as defined by the Town) are represented in **Figure 2** as identified in a waters of the U.S (WOTUS) delineation field survey performed on January 11 and 12, 2018, by an author of this report, Mr. Aaron Brewer. Slope analysis was completed by Apex utilizing information obtained from the site-specific topographic survey.

The ESAs were delineated and mapped by use of Geographic Information System (GIS) mapping and field verification by use of global positioning system (GPS). State and federally-listed threatened, endangered, and candidate species and state-defined species of greatest conservation concern (SGCC) were assessed for their likelihood to occur at the Site and for the potential effects of the proposed project on listed species that may occur at the Site.

This EPP identifies the principal flora and fauna species present at the Site and indicates the overall ecological integrity/health of the Site. This EPP also describes ESAs and describes possible best management practices (BMPs) to "protect, conserve, and/or restore" ESAs for consideration during the development of the Site. Possible plans to educate future occupants of the development about the conservation efforts at the Site also are proposed.

2.0 **SUBJECT PROPERTY DESCRIPTION**

2.1 Site Description

The Site is comprised of approximately 94.61 acres of primarily vacant, undeveloped land bordered to the south by Cross Timbers Drive and to the west and north by unnamed tributaries to Whites Branch, two unnamed tributaries of Grapevine Lake to the south, and residential areas to the east and north. Expansive undeveloped areas are located to the north and west. A partially paved access road from Cross Timbers Drive bisects the central portion of the Site. A dilapidated residence and a pole barn are located along the access road on the central portion of the Site. Six drainages originate on the Site and discharge to neighboring properties across the southern, western and northern boundaries of the Site. In addition, two ponds are located on the northern and southern portions of the Site. The Site is relatively level on the central and eastern side of the property with a hill situated in the northeast corner and a dramatic downward slope in the west-central and southwest corners of the Site.

2.2 Ecological Health

The overall ecological health of the Site is mixed depending on the location within the Site. The central portion of the Site is characterized by degraded grassland that has been affected by historical agricultural practices that are visible in historical aerial imagery and by the predominance of non-native vegetative species. Two man-made ponds are located within the degraded grassland. Wooded vegetation located at the western portion and northeastern corner of the Site is dominated by trees considered native and listed within the Town's protected tree list. The majority of the wooded areas located on the Site meet the Town's definition of Upland Habitat. The wooded habitat is intersected by a mosaic of swales and the upstream extent of numerous ephemeral tributaries; however, infrequent water presence and flow are characteristics of these swales and ephemeral tributaries. Grassland areas that meet the Town's definition of Prairie Habitat were identified as elongated and irregular bands of prairie areas located primarily throughout the central portion of the Site and adjoining Upland Habitat.

2.3 Site Topography

The United States Geological Survey (USGS) Topographic Map Argyle Quadrangle (1960, updated 1974), shows the Site as depicted in **Figure 1**. The overall Site topography is sloping from the northeast corner downward to the west-southwest of the Site. Elevation varies from approximately 600 to 700 feet above mean sea level (AMSL). The lowest elevation on the Site is depicted at the western boundary of the Site within the convergence of two streams (ES-3 and ES-7) at about 600 feet AMSL. Localized declines in elevation are observed at the two man-made ponds and the numerous unnamed tributaries to Whites Branch (ES-3 through ES-11) and unnamed tributaries to Grapevine Lake (ES-1 and ES-2). Apex prepared **Figure 1** from the Argyle Quadrangle topographic map and **Figure 4** from site-specific topographic survey information showing the detailed topography of protected slope areas present at the Site.

2.4 NWI Map

The National Wetland Inventory (NWI) map identifies the two freshwater ponds located at the northern and southern portions of the Site.

2.5 Soil Survey

According to the U.S. Department of Agriculture Web Soil Survey, the soils mapped at the Site include Wilson clay loam, 1 to 3 percent slopes on the central portion of the Site, Silstid loamy fine sand, 1 to 5 percent slopes on the eastern and northwestern portion of the Site, Birome-Rayex-Aubrey complex, 2 to 15 percent slopes on the northeastern corner and western portion of the Site, Gasil fine sandy loam, 1 to 3 and 3 to 8 percent slopes on the northwestern corner and central portion of the Site, and Medlin Sanger Clay, 5 to 15 percent slopes on the southwestern portion of the Site.

According to the Natural Resource Conservation Service (NRCS) Official Soil Series Descriptions, the Wilson series consists of very deep, moderately well drained, very slowly permeable soils. These nearly level to gently sloping soils are on stream terraces. Slopes are mainly less than 1 percent but range from 0 to 5 percent. The Gasil series consists of very deep, well drained, moderately permeable soils formed in deeply weathered loamy residuum derived from sandstones. These soils are on nearly level to strongly sloping uplands with slopes ranging from 0 to 12 percent. The Silstid series consists of very deep, well drained, moderately permeable soils that formed in residuum weathered from beds of sandy or loamy materials and interbedded sandstones. These nearly level to sloping soils are on uplands with slopes ranging from 0 to 8 percent. Aubrey-Birome-Rayex complex consists of shallow to moderately deep, well drained, slowly to moderately permeable soils. These gently sloping to moderately steep soils are on ridges, low hills and erosional uplands with slopes range from 1 to 20 percent. The Medlin Sanger series consists of deep to very deep, well drained, very slowly permeable soils that formed in clayey marine sediments. These soils are on narrow stream divides and slopes along drainageways

2.6 Floodplain Data

A review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) map panel 48121C0520G dated April 18, 2011 (**Appendix 5**), identifies the entire Site as a Zone X designation. Zone X is defined as a 0.2-percent chance flood event.

2.7 Historic Records

The U.S. Geological Survey (USGS) 7.5-Minute Topographic Map for the Argyle, Texas Quadrangle (1960, updated 1974) and aerial photographs available through Google Earth date back to 1995 and first show the on-Site residence and agricultural buildings in January 1995 imagery. In addition, animal pens are observed within the central portion of the Site. No other structures were identified at the Site during the reconnaissance on January 11 and 12, 2018. The results of multiple vegetation clearing events primarily within the central and eastern portions of the Site are observed in aerial imagery up to December 2002.

From December 2002 to the present, minimal human disturbance is observed and vegetation appears to be reclaiming the Site.

2.8 Principal Flora and Fauna Observed at the Site

Principal Fauna

During the Site reconnaissance on January 11 and 12, 2018, Mr. Brewer observed and identified the following principal fauna species and/or signs of these species: feral hog (*Sus scrofa*), nine-banded armadillo (*Dasypus novemcinctus*), white-tail deer (*Odocoileus virginianus*), rabbit (*Sylvilagus* spp.), American crow (*Corvus brachyrhynchos*), blue jay (*Cyanocitta cristata*), cedar waxwing (*Bombycilla cedrorum*), eastern bluebird (*Sialia sialis*), red-tailed hawk (*Buteo jamaicensis*), song sparrow (*Melospiza melodia*), Carolina chickadee (*Poecile carolinensis*), a barn owl (*Tyto alba*), and red imported fire ants (*Solenopsis invicta*). Abundant animal burrows were noted throughout the Site, but none presented as burrowing owl habitat.

Principal Flora

The principal plant communities identified on the Site can be divided into four basic types categorized as disturbed grassland, wooded, scrub/shrub, and prairie. Descriptions of the plant communities are presented below, and photographs of the Site are presented in **Appendix 3**.

DISTURBED GRASSLAND

The majority of the central portion of the Site is characterized as disturbed grassland heavily dominated by western ragweed (*Ambrosia psilostachya*), Bermudagrass (*Cynodon dactylon*), johnson grass (*Sorghum halepense*), king ranch bluestem (*Bothriochloa ischaemum* var. *songarica*), *Opuntia* spp., greenbriar (*Smilax bona-nox*), southern dewberry (*Rubus trivialis*), *Rubus* spp. *Rhus glabra*, eastern red cedar (*Juniperus virginiana*), and mesquite (*Prosopis glandulosa*). *Juncus validis* and *Cyperus* spp. were identified in association with the two ponds.

PRAIRIE AREAS

Elongated and irregular bands of prairie areas are located primarily throughout the central portion of the Site. The principal species include the following: little bluestem (*Schizachyrium scoparium*), broom panicgrass (*Dichanthelium scoparium*), side oats grama (*Bouteloua curtipendula*), *Opuntia* spp., broom sedge (*Andropogon virginicus*), indiagrass (*Sorghastrum nutans*), bearded bluestem (*Andropogon ternarius*), Texas winter grass (*Nassella leucotricha*), and yarrow (*Achillea millefolium*).

SCRUB/SHRUB AREAS

Transitional, early-successional habitat (scrub/shrub) areas were identified adjacent to the wooded areas and encroaching in the disturbed grassland and prairie areas. The principal species include the following:

mesquite, greenbriar, southern dewberry, *Rubus* spp. *Rhus glabra*, yaupon (*Ilex vomitoria*), prairie sumac (*Rhus lanceolata*), eastern red cedar, and mesquite.

WOODED AREAS

Wooded areas are located along and within the perimeter of the Site, concentrated within the northeast and southwest corners. The principal species include the following: Post oak (*Quercus stellata*), blackjack oak (*Quercus marilandica*), black hickory (*Carya texana*), cedar elm (*Ulmus crassifolia*), eastern red cedar, mesquite, pecan (*Carya illinoensis*), Cherokee plum (*Prunus angustifolia*), Mexican plum (*Prunus Mexicana*), sugarberry (*Celtis laevigata*), and greenbriar.

3.0 HABITAT EVALUATION

The “taking” of state and federally-listed threatened and endangered (T&E) species is regulated by state and federal law. A habitat evaluation was conducted to assess the presence, or likely presence, of federally and state-listed threatened or endangered species potentially occurring at the Site. The evaluation considered the habitat provided by the Site compared to critical habitat and habitat preferences of the listed species during either reproductive, foraging or migratory stages to identify the likelihood of protected species to inhabit the Site or be affected by the proposed activity.

An annotated list of species of concern for Denton County was obtained from the Texas Parks and Wildlife Department (TPWD) prior to the Site visit and is enclosed in **Appendix 3**. The TPWD Annotated County Lists of Rare Species for Denton County created in coordination with the USFWS threatened and endangered species list was last updated on December 30, 2016. Species habitat descriptions are included with the TPWD list. Apex also checked the USFWS threatened and endangered species list for Denton County through the USFWS Initial Planning and Consultation (IPaC) website¹ the results of which are included in **Table 2-1** below.

3.1 Listed Species of Concern

The bird, mammal, mollusk, reptile, and plant species identified by the USFWS and/or the TPWD as threatened or endangered species potentially occurring in Denton County are listed in **Table 2-1**. The table also includes species of greatest conservation concern identified by TPWD that do not have specific statutory protections.

Table 2-1: State- and Federally-Listed Threatened and Endangered, and State-Listed Rare Species Potentially Present in Denton County, Texas

Common Name	Scientific Name	Federal Status	State Status
Birds			
American peregrine falcon	<i>Falco peregrinus anatum</i>	DL	T
Arctic peregrine falcon	<i>Falco peregrinus tundrius</i>	DL	SGCC
Bald eagle	<i>Haliaeetus leucocephalus</i>	DL	T
Henslow's sparrow	<i>Ammodramus henslowii</i>	NL	SGCC
Least tern	<i>Sterna antillarum</i>	LE	E
Red knot	<i>Calidris canutus rufa</i>	T	SGCC
Sprague's pipit	<i>Anthus spragueii</i>	NL	SGCC
Western burrowing owl	<i>Athene cunicularia hypugaea</i>	NL	SGCC
White-faced Ibis	<i>Plegadis chihi</i>	NL	T
Whooping crane	<i>Grus americana</i>	LE	E

¹ <https://ecos.fws.gov/ipac/>

Common Name	Scientific Name	Federal Status	State Status
Wood stork	<i>Mycteria americana</i>	NL	T
Mollusks			
Louisiana pigtoe	<i>Pleurobema riddellii</i>	NL	T
Sandbank pocketbook	<i>Lampsilis satura</i>	NL	T
Texas heelsplitter	<i>Potamilus amphichaenus</i>	NL	T
Texas pigtoe	<i>Fusconaia askewi</i>	NL	T
Flowering Plants			
Glen Rose yucca	<i>Yucca necopina</i>	NL	SGCC
Topeka purple-coneflower	<i>Echinacea atrorubens</i>	NL	SGCC
Reptiles			
Texas garter snake	<i>Thamnophis sirtalis annectens</i>	NL	SGCC
Texas horned lizard	<i>Phrynosoma cornutum</i>	NL	T
Timber rattlesnake	<i>Crotalus horridus</i>	NL	T
Mammals			
Plains spotted skunk	<i>Spilogale putorius interrupta</i>	NL	SGCC
Red wolf	<i>Canis rufus</i>	LE	E

Notes: NL = Not Listed; LE = Listed Endangered; E = Endangered; T = Threatened; DL = Delisted; SGCC = species of greatest conservation concern.

3.2 Listed Species Evaluation

No rare, threatened, or endangered species were observed on the Site during the January 2018 reconnaissance. After review of the species descriptions and conducting the Site reconnaissance, Mr. Brewer concluded that the Site does not contain habitat for federally-listed threatened or endangered species; therefore, the proposed activity would have no effect on these species. Additionally, no critical habitat was identified on the Site in the IPaC inquiry. The Site generally is not habitat for state-listed species or identified as SGCC except for some species with very broad habitat requirements (i.e., plains spotted skunk, Texas garter snake and timber rattlesnake). The proposed activity is not anticipated to impact those populations as the Site does not contain critical habitat for these species.

4.0 ENVIRONMENTALLY SENSITIVE AREAS

Apex evaluated the ESAs at the Site using the definitions established by the Town of Flower Mound. The ESAs identified within the Site include upland habitat, waters of the state, and WOTUS. An additional feature evaluated during the survey included topographical slope protection, which is addressed in following section. The boundaries of the ESAs were identified during field work on January 11 and 12, 2018, as presented in **Figure 2**. Details about the various ESAs as defined by the Town are presented below along with notes from observations for these ESAs.

4.1 Upland Habitat

The Town defines Upland Habitat as "Areas, a minimum of 10 acres in size, equal to or exceeding 50 trees per acre, which contain a predominant matrix of tree species identified on the Town's protected tree list. Any tree species that makes up over 30 percent of the population within a complex is considered to be the predominant species."

Upland areas that meet the Town's definition of Upland Habitat exists along the margins of the property and extends into portions of the interior. The majority of the wooded vegetation located within the Upland Habitat is considered native and listed within the Town's protected tree ordinance (Blackjack oak, post oak, cedar elm, pecan); however, undesirable species such as mesquite and eastern red cedar was observed encroaching the area. Approximately 44.29 acres of Upland Habitat was identified within the Site boundaries and it anticipated that 21.46 acres of Upland Habitat will be impacted by the proposed development. Impacts to Upland Habitat will be mitigated by preserving an equal area of Upland Habitat within the development.

4.2 Prairie Habitat

The Town defines Prairie Habitat as "Areas designated as containing on-site predominant distributions of climax or mid-successional native grass species underlain by intact (non-eroded) prairie and savannah soil types."

Grassland areas that met the Town's definition of Prairie Habitat was identified as elongated and irregular bands of prairie areas located primarily throughout the central portion of the Site. Approximately 4.46 acres of Prairie Habitat was identified within the Site boundaries. Portions of the Site, such as the northwest corner, had grassland habitat that supported some native grasses including little bluestem, but were excluded from prairie habitat do to a predominance of woody shrubs (e.g., sumac), brambles (greenbrier and blackberry) and non-native or early successional grasses (King Ranch bluestem and purple threeawn) encroching in these areas. Approximately 2.38 acres of Prairie Habitat are anticipated to be impacted due to the proposed development. The principal species include the following: little bluestem (*Schizachyrium scoparium*), broom panicgrass, side oats grama, *Opuntia* spp., broom sedge, bearded bluestem, Texas

winter grass, and yarrow. Impacts to Prairie Habitat will be mitigated by preservation, restoration, and establishment of 11.2 acres prairie habitat within areas identified as Private Meadow Open Space on the March 15, 2018, Preliminary Open Space Plan provided by G&A Consultants, LLC.

4.3 Riparian Habitat

The Town defines Riparian Habitat as "Areas designated within the FEMA 100-year floodplain or interconnected and adjacent to wetland, tree and understory vegetation and including significant stands of predominantly native water related habitat. These areas include wetlands."

No areas fitting the Town's definition of Riparian Habitat occurs on Site. The Site is not located within the FEMA 100-year floodplain (**Section 4.4**). The wooded vegetation located at the western portion and northeastern corner of the Site, previously identified as Upland Habitat (**Section 4.1**), is dominated by trees considered native and listed within the Town's protected tree list. The Upland Habitat is intersected by a mosaic of swales and the upstream extent of numerous ephemeral tributaries; however, infrequent water presence and flow are characteristics of these swales and ephemeral tributaries. As such, it is not anticipated that there is increased available soil moisture adjacent to the water features to support Riparian Habitat species composition. The predominant trees observed included blackjack oak, post oak, cedar elm, and eastern red cedar; which are primarily considered upland forest species.

4.4 Floodplain

The Town defines Floodplain as "determined from official FEMA Flood Insurance Rate maps."

The FEMA FIRM map panel 48121C0520G dated April 18, 2011 (**Appendix 5**), identifies the entire Site as a Zone X designation. Zone X is defined as a 0.2-percent chance flood event. A flood study was not part of the EPP survey; however, Mr. Brewer observed apparent floodplain indicators generally consistent with the FEMA FIRM designations.

4.5 Waters of the State

The Town defines waters of the state as "groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state."

The Town's definition of a water of the state is more inclusive than the federal definition of jurisdictional waters of the U.S. Therefore, the three swales identified that do not have an OHWM are not considered waters of the U.S. but were identified as waters of the state. Similarly, two isolated ponds meet the definition

of waters of the state, but do not appear have a significant nexus to waters of the U.S. and is not in themselves considered WOTUS.

The waters of the state identified at the Site are shown on **Figure 2** and have the following dimensions:

- Ephemeral Stream 1 = 186 Linear Feet (LF)
- Ephemeral Stream 2 = 320 LF
- Ephemeral Stream 3a = 471 LF
- Ephemeral Stream 3b = 113 LF
- Ephemeral Stream 3c = 83 LF
- Ephemeral Stream 4 = 54 LF
- Ephemeral Stream 5a = 50 LF
- Ephemeral Stream 5b = 34 LF
- Ephemeral Stream 6 = 59 LF
- Ephemeral Stream 7 = 94 LF
- Ephemeral Stream 7a = 36 LF
- Ephemeral Stream 8 = 242 LF
- Ephemeral Stream 8a = 37 LF
- Ephemeral Stream 8b = 119 LF
- Ephemeral Stream 9 = 180 LF
- Ephemeral Stream 10 = 243 LF
- Ephemeral Stream 11 = 327 LF
- Swale 1 = 130 LF
- Swale 2 = 41 LF
- Swale 3 = 136 LF
- Pond 1 = 0.24 acre
- Pond-2 = 0.30 acre

4.6 Waters of the U.S.

The Town defines Wetlands as “jurisdictional wetlands as defined by the federal Clean Water Act and the standards and guidelines in use by the U.S. Army Corps of Engineers (USACE), including the Federal Manual for Identifying and Delineating Jurisdictional Wetlands.”

Mr. Brewer completed a wetland delineation and provided his jurisdictional determination opinion at the Site on January 11 and 12, 2018. Field data forms from the delineation work are enclosed in **Appendix 5** and photographs from the Site work are enclosed in **Appendix 4**. The results indicate that the two unnamed tributaries of Grapevine Lake (ES-1 and ES-2) and five tributaries of Whites Branch (ES-3 through ES-11) would likely be considered WOTUS. All of the tributaries were classified as ephemeral, with an OHWM ranging from 0.8 to 3.5 feet wide, 0.5 to 2 inches deep. No wetlands that meet the three diagnostic criteria

as defined by the USACE were identified in association with the creeks. The only wetland identified at the Site was a narrow fringe around Pond-2 in the northern portion of the Site which is isolated from area tributaries. Based on the proposed facility layout, impacts to two streams are anticipated in association with lot construction, bar ditch construction, and utility construction.

Table 1: Potential Waters of the U.S. Summary Table

ID	Lat/Long (dd)	Resource Type	Linear Footage	Average OHWM Width (ft)	OHWM Height (ft)	Acres	Jurisdictional Status
ES-1	33.045766°, -97.171969°	Ephemeral Stream	186	3.5	0.08	-	Potentially Jurisdictional
ES-2	33.045921°, -97.171904°	Ephemeral Stream	320	2.5	0.17	-	Potentially Jurisdictional
Pond-1	33.046632°, -97.172069°	Open Water	-	-	-	0.24	Non-Jurisdictional
ES-3	33.048209°, -97.175010°	Ephemeral Stream	471	2.3	0.1	-	Potentially Jurisdictional
ES-3a	33.048393°, -97.174173°	Ephemeral Stream	113	2.5	0.08	-	Potentially Jurisdictional
ES-3b	33.048369°, -97.174254°	Ephemeral Stream	83	1.7	0.17	-	Potentially Jurisdictional
ES-3c	33.048272°, -97.174149°	Ephemeral Stream	69	2.3	0.1	-	Potentially Jurisdictional
ES-4	33.048106°, -97.174523°	Ephemeral Stream	54	0.8	0.08	-	Potentially Jurisdictional
ES-5a	33.048253°, -97.174634°	Ephemeral Stream	50	1.5	0.04	-	Potentially Jurisdictional
ES-5b	33.048316°, -97.174697°	Ephemeral Stream	34	1.3	0.04	-	Potentially Jurisdictional
ES-6	33.048066°, -97.175370°	Ephemeral Stream	59	1	0.04	-	Potentially Jurisdictional
ES-7	33.048401°, -97.175533°	Ephemeral Stream	94	1.7	0.17	-	Potentially Jurisdictional
ES-7a	33.048411°, -97.175622°	Ephemeral Stream	36	1.7	0.17	-	Potentially Jurisdictional
ES-8	33.046238°, -97.175303°	Ephemeral Stream	242	2.5	0.08	-	Potentially Jurisdictional
ES-8a	33.046451°, -97.175456°	Ephemeral Stream	37	1.7	0.04	-	Potentially Jurisdictional
ES-8b	33.046043°, -97.174973°	Ephemeral Stream	119	2	0.04	-	Potentially Jurisdictional
ES-9	33.050103°, -97.175456°	Ephemeral Stream	180	2.3	0.08	-	Potentially Jurisdictional
ES-10	33.049342°, -97.175351°	Ephemeral Stream	243	1.7	0.08	-	Potentially Jurisdictional
ES-11	33.052554°, -97.174465°	Ephemeral Stream	327	3.3	0.08	-	Potentially Jurisdictional

ID	Lat/Long (dd)	Resource Type	Linear Footage	Average OHWM Width (ft)	OHWM Height (ft)	Acres	Jurisdictional Status
Pond-2	33.052512°, -97.174094°	Open Water	-	-	-	0.30	Non-Jurisdictional

Two isolated, man-made ponds (Pond 1 and Pond 2) were identified at the Site. These features were identified in both NWI data and the topographic map. No surface connection to a potential WOTUS from either Pond 1 or Pond 2 was identified during field survey. Therefore, a significant nexus to a WOTUS appears unlikely and Pond 1 and Pond 2 themselves are not considered WOTUS in our opinion.

Two swales (Swales 1 and 3) were identified associated with ephemeral streams ES-1 and ES-9; however, they are not WOTUS as they lack an OHWM. No wetlands that meet the three diagnostic criteria as defined by the USACE were identified in association with the swales. In addition, one swale (Swale 2) was identified as an isolated feature in the southeast portion of the Site. Swale 2 is not considered a WOTUS as it conveys water from uplands in an isolated system and lacks an OHWM.

Photographs of the features are included as **Appendix 4** and field data forms used for delineating wetlands are included in **Appendix 5**.

4.7 Impoundments

The Town's SMARTGrowth Program requires preservation and enhancement of impoundments greater than 0.5 acre identified at proposed developments. The two areas of ponded water (Pond 1 and Pond 2) at the Site are a result of natural pooling in man-made depressions rather than an impoundment on a drainage way; nevertheless, each of the areas are below the 0.5-acre threshold for regulation under SMARTGrowth ordinances (0.24 acre and 0.30 acre, respectively).

4.8 Specimen Trees

The Town has a definition for specimen trees based on species and trunk diameter. Specimen trees have been identified and road design was adjusted to avoid impacts. Other specimen trees are likely present and will be identified in the tree survey concurrent with development.

4.9 Topographic Slope Protection

The Town's SMARTGrowth requirements state the following: "No development application or project shall be approved that proposes development on any existing topographical slopes of 12 percent or greater, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent (other than within five feet of the footprint of the proposed structure or structures). This criterion applies when the stated topographical slopes exist for a total horizontal distance over 50 feet or if

the total vertical rise is over 6 feet. The purpose of this criterion is to ensure that development is respectful of and appropriately integrated with the natural physical geography of the land in Flower Mound by requiring environmentally sensitive development techniques to eliminate 'scrape and build.'"

Based on information obtained from a site specific topographic survey, several areas on the Site contain slopes between 5% and less than 12% and slopes greater than 12% slopes. A lot specific grading plan has not been developed yet; however, mass grading of these areas will be avoided as practicable. **Figure 4** depicts the topographic contours, protected slope areas, and proposed development subject to corresponding development criteria which assumes 100% of the residential lots will impact the slopes.

Based on the current development plan and site-specific topographic map, the Site has approximately 9.98 acres of area classified as 5% to less than 12% slopes, and 8.19 acres of slopes 12% and greater. The proposed impacts to these slopes, assuming 100% impact from each residential lot, are estimated at 3.84 acres of impact to slopes 5% to less than 12% (approximately 38% impact to 5 to <12% slopes), and 2.33 acres of impact to slopes 12% and greater (approximately 28% impact to 12%+ slopes).

The residential lots are not being mass graded. Each home will be custom designed to fit each lot providing opportunities to minimize extensive grading. The actual impact to protected slopes is not anticipated to be 100% of the slope areas within the residential lots. Some grading of protected slopes will be necessary to construct the roads, proposed bridge, and near some of the ponds. Retaining walls are not anticipated to exceed 8 feet in height. A waiver will be requested from the Town Council for the topographical slope impacts.

5.0 ***PROPOSED DEVELOPMENT PLAN***

The current development plan is depicted in **Figure 3**. The proposed project is the construction of a residential subdivision. The proposed structures include single-family residential structures, driveways, open space and other amenities, and an access road to Cross Timbers Road. The specific lot grading plan has not been proposed at this time. No specific opportunities for educating the residents about conservation efforts to the Site were apparent; however, the walking trails and scenic setting along access roads and at several lots will offer many ways for the residents to observe and enjoy the natural setting.

6.0 MITIGATION MEASURES

The construction of the residential subdivision will have some impact on Upland Habitat, Prairie Habitat, waters of the state, and WOTUS. The following BMPs are proposed to protect the ESAs and other Site resources:

- Structural controls designated by the civil engineer will be installed and maintained as described in the development plan's erosion control plan to reduce impacts to area water quality and protect surface waters from excessive sedimentation.
- Mitigation for impacts to WOTUS will be conducted in accordance with USACE requirements, if required.
- The proposed development plans to limit impact and incorporate the 0.24-acre man-made pond (Pond 1) and portions of Upland Habitat and Prairie Habitat into the facility layout.
- Grading of areas with slopes between 5% and 12% and greater than 5 feet from planned structures will be avoided to the extent practicable.
- Grading in areas exceeding 12% slopes will be required in some areas of roads, a bridge, for re-shaping the ponds, and in some of the residential lots. Impacts to slopes are estimated at 3.84 acres of impact to slopes 5% to less than 12% (approximately 38%, including slopes under structures and within 5 feet of structures), and 2.33 acres of impact to slopes 12% and greater (approximately 28%).
- A waiver for the impacts to protected slopes will be pursued through the Town Council.
- The lots will not be mass graded.
- Custom homes will be designed for each lot allowing for the opportunity for homes to fit the natural landscape and responsibly integrate the development into the natural topography.
- The use of retaining walls will be kept to a minimum and where required, retaining walls are anticipated to not exceed 8 feet in height.

The development of the residential subdivision at the Site provides a unique opportunity to utilize natural features such as protected trees and aquatic features as a serene living environment for ongoing enjoyment by residents and visitors.

7.0 PLAN SUMMARY

Based on the Site visits and the proposed development plan for the Site, the following conclusions have been developed:

- The Site does not contain suitable habitat for the federally-listed threatened or endangered species, and state-listed and protected species are not anticipated to be significantly affected by the proposed activities.
- Impacts to waters of the state will be mitigated by avoidance altogether and/or accommodating flow in the stormwater plan.
- Based on the wetland delineation, preliminary jurisdictional determination, and the preliminary proposed project plan, impacts are proposed to two streams related to construction of a road and a residential lot; however, several other streams (or segments) may be left undisturbed as a feature of the proposed development. Impacts to WOTUS will likely require a USACE Section 404 CWA permit.
- Upland Habitat and Prairie Habitat is present at the Site and approximately 21.49 acres of Upland Habitat and 2.38 acres of Prairie Habitat will be impacted by construction of the facility. Impacts to Upland Habitat will be mitigated by preserving an equal or greater area of Upland Habitat. Impacts to Prairie Habitat will be mitigated by preserving, restoring, and establishing prairie habitat at the Site at open meadow areas totaling 11.2 acres.
- BMPs will be implemented by the builder to protect surface water from excessive sedimentation.
- Grading in areas of the topographic slope between 5% and less than 12% and greater than 5 feet elevation difference will be avoided to the extent practicable as indicated in **Figure 4**.
- Grading of protected slopes is anticipated in some areas after pursuing a waiver from the Town Council.

8.0 GENERAL QUALIFICATIONS

This EPP has been prepared on behalf of G&A Consultants, LLC to provide information about ESAs and possible mitigation associated with future development of the Pepper Creek Ranch project. The standard of care exercised for this type of project is similar to that used by other professionals currently practicing in this field at this location. No warranty, express or implied, is made regarding the environmental condition of the Site.



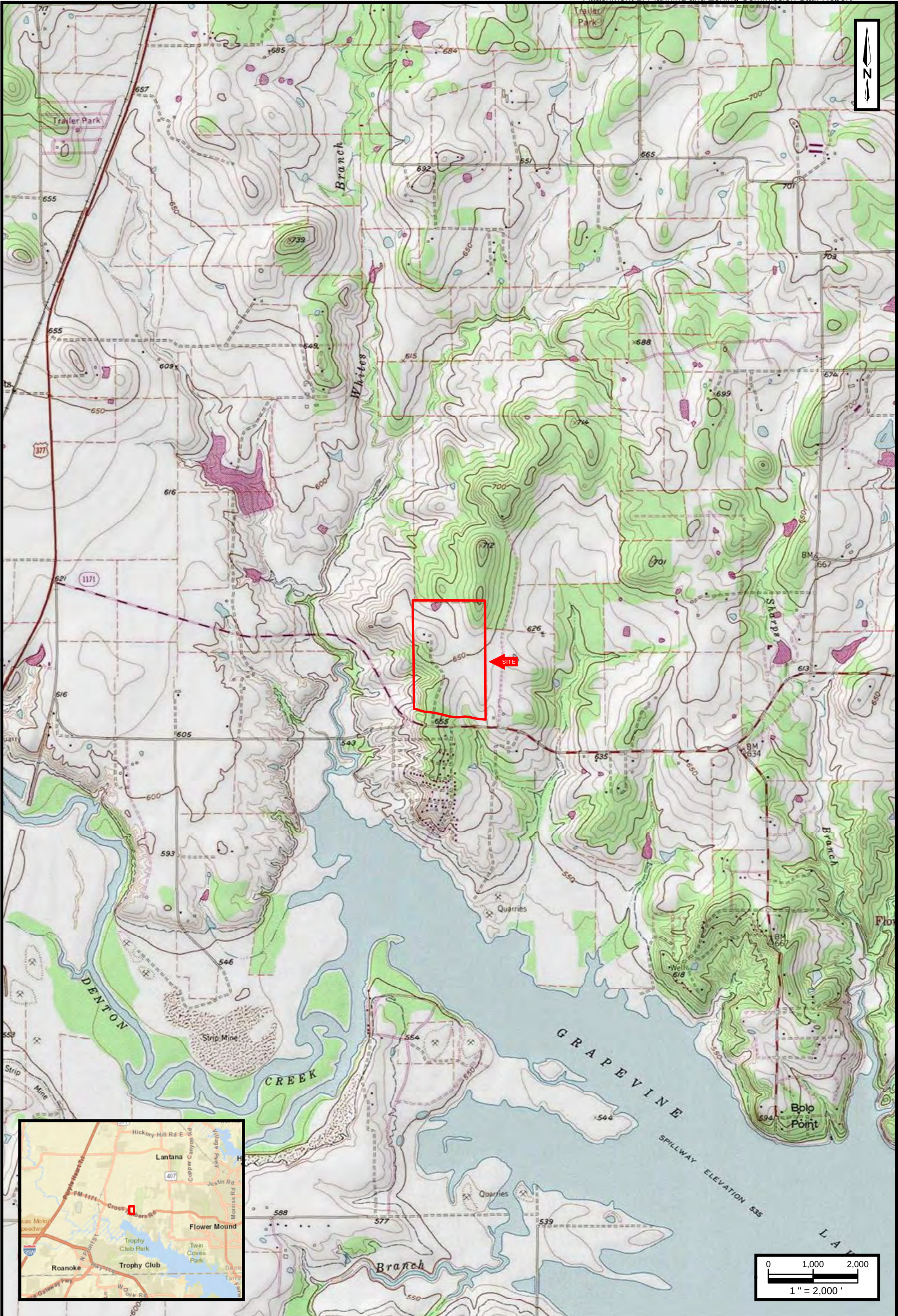
Kelley Bayne
Senior Scientist



Aaron Brewer, P.G.
Senior Project Manager

APPENDIX A

FIGURES



Pepper Creek Ranch EPP
94.61 Acres in NEC of FM 1171 and
Old Cross Timbers Road
Flower Mound, Texas

Project No. 725050942001

LEGEND:

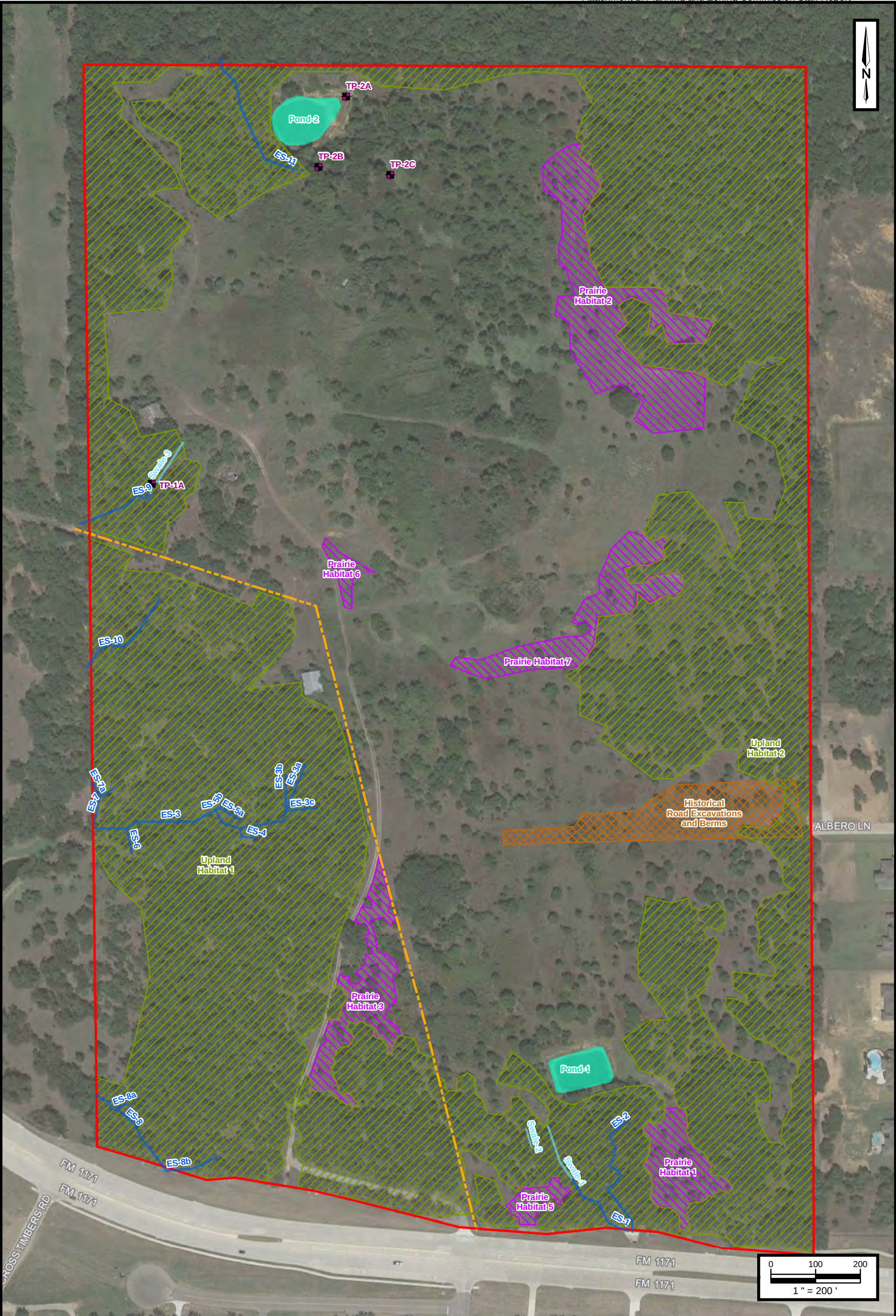
Site Boundary



Apex Companies, LLC
13640 Briarwick Dr., Suite 110
Austin, Texas 78726
Phone: (512) 250-2600
www.apexcos.com

FIGURE 1
Site Location Map

Service Layer Credits:
Copyright: © 2013 National Geographic Society, i-cubed
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P,



Pepper Creek Ranch EPP
94.61 Acres in NEC of FM 1171 and
Old Cross Timbers Road
Flower Mound, Texas

Project No. 725050942001

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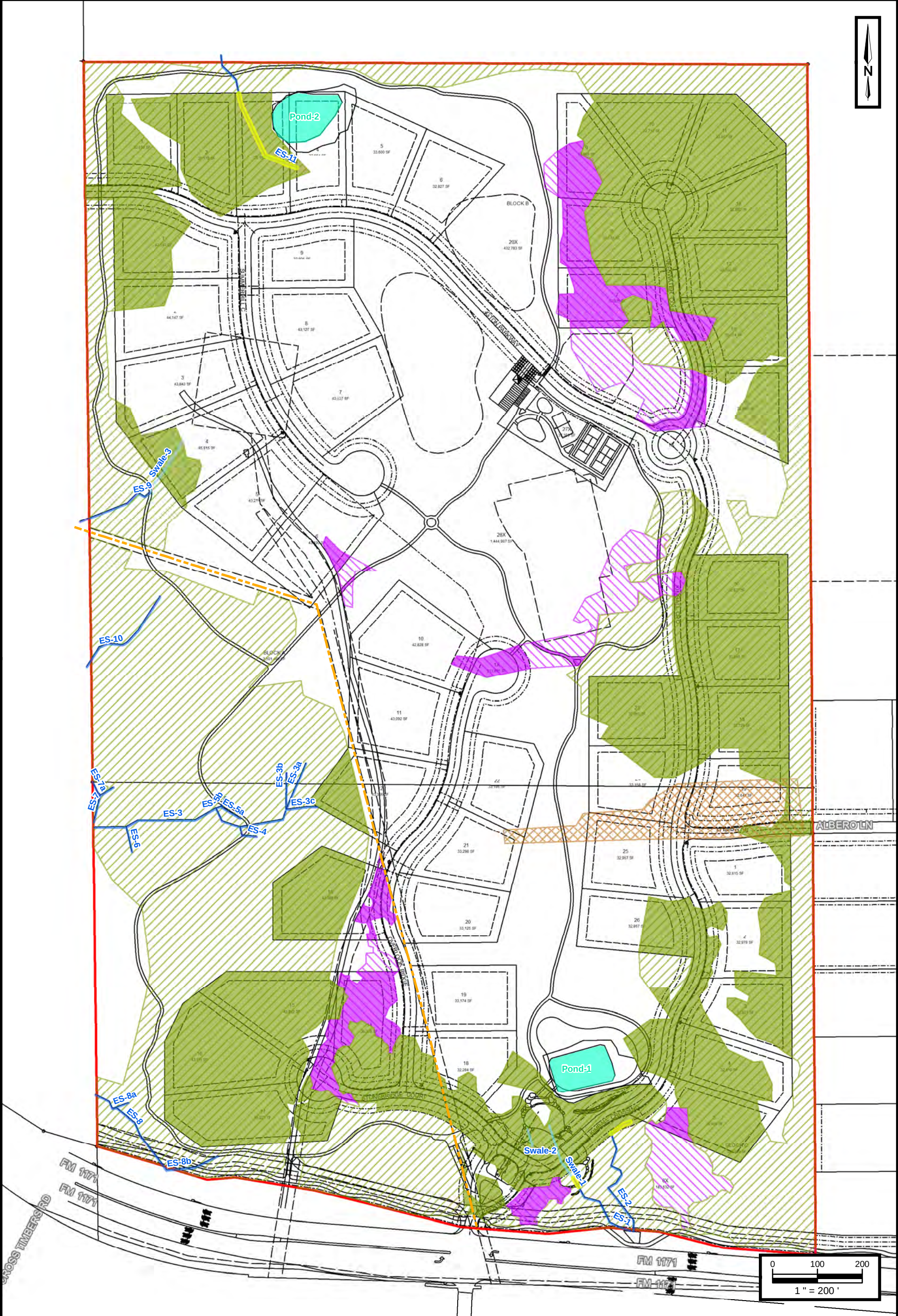
- Test Pit Location
- Overhead Electric Line Location
- Swale Location
- Ephemeral Stream Location
- Pond Location
- Site Boundary
- Historical Road Excavations and Berms
- Upland Habitat
- Prairie Habitat



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Austin, Texas 78726
Phone: (512) 250-2600
www.apexcos.com

FIGURE 2
**Environmentally Sensitive
Areas Map**

Service Layer Credits:
Texas Department of Transportation 2017, Aerial Photograph
September 2017



Pepper Creek Ranch EPP
94.61 Acres in NEC of FM 1171 and
Old Cross Timbers Road
Flower Mound, Texas

Project No. 725050942001

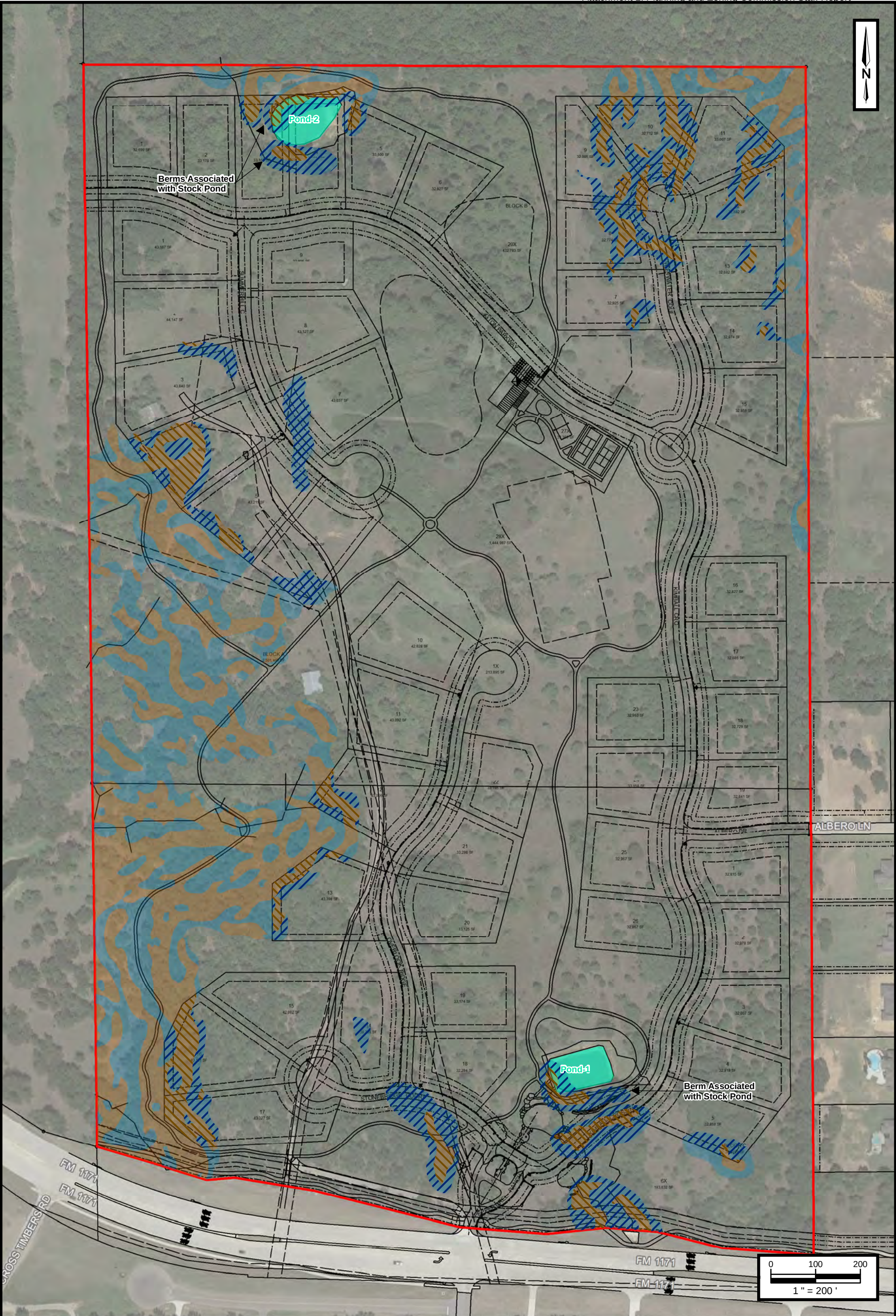
LEGEND:

- Overhead Electric Line Location
- Impacted Ephemeral Stream Location
- Swale Location
- Ephemeral Stream Location
- Pond Location
- Historical Road Excavations and Berms
- Upland Habitat
- Prairie Habitat
- Impacted Upland Habitat
- Impacted Prairie Habitat
- Site Boundary

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13640 Briarwick Dr., Suite 110
Austin, Texas 78726
Phone: (512) 250-2600
www.apexcos.com

FIGURE 3
Site Plan

Service Layer Credits:
Texas Department of Transportation 2017



Pepper Creek Ranch EPP
94.61 Acres in NEC of FM 1171 and
Old Cross Timbers Road
Flower Mound, Texas

Project No. 725050942001

LEGEND:

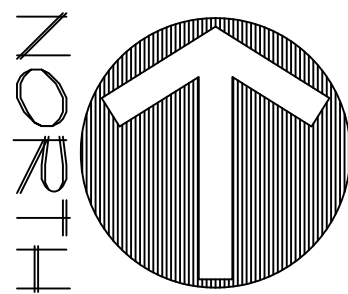
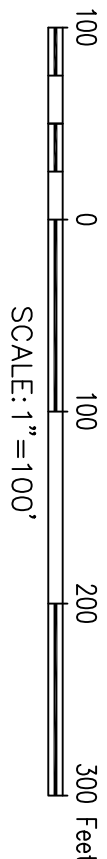
- Impacted Area of Slope - 5% to <12%
- Impacted Area of Slope - 12% or Greater
- Area of Slope - 5% to <12%
- Area of Slope - 12% or Greater
- Pond Location
- Site Boundary

 **Apex Companies, LLC**
13640 Briarwick Dr., Suite 110
Austin, Texas 78726
Phone: (512) 250-2600
www.apexcos.com

FIGURE 4
Topographic Slope Protection Map

Service Layer Credits:
Texas Department of Transportation 2017, Aerial Photograph
September 2017

File: Z:\2017\17286\Drawings\Zoning\17286 OPEN SPACE PLAN
Plotted: 3/15/2018 2:21 PM, by Megan Hatcher; Saved: 3/15/2018 10:58 AM, by Megan



111 Hillside Drive • Lewisville, TX 75057
P: 972.436.9712 • F: 972.436.9715

144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226
P: 940.240.1012 • F: 940.240.1028

TBPE Firm No. 1798 TBPLS Firm No. 10047700

G&A

BAR DITCH OPEN SPACE
(2.0) ACRES

OWNER/DEVELOPER
Greg Anderson
8040 Hawley
Fort Worth, TX 76244
Ph. 435-229-4200
Contact: Greg Anderson

17286

L3.0

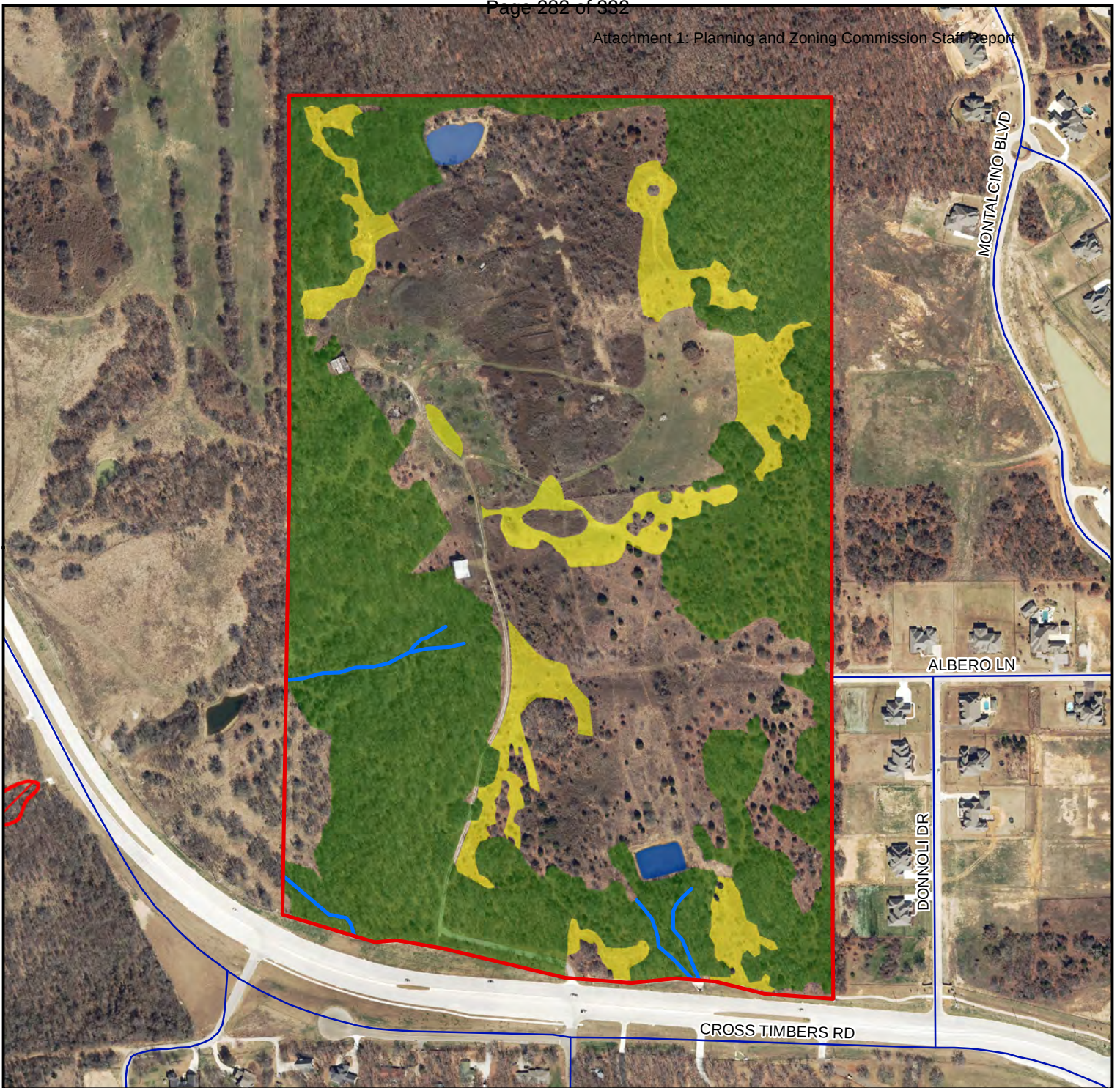
APPENDIX 2
ENVIRONMENTALLY SENSITIVE AREA SURVEY BY TOWN OF FLOWER MOUND



Environmentally Sensitive Area Survey

Property Name: Pepper Creek Ranch		Contact: Ron Stewart, with G&A Consultants, LLC
Property Address: Generally located north of Cross Timbers Road and west of Montalcino Boulevard		
Environmentally Sensitive Area Criteria	ESA Criteria Description & Notes	
<u>Upland Habitat</u> Criteria Present? ☒ Yes ☐ No	There are a large portions of Upland Habitat situated along the perimeter of the proposed development site. The predominant matrix of species identified within these areas includes post oak, blackjack oak, black hickory, cedar elm and texas ash.	
<u>Riparian Habitat</u> Criteria Present? ☐ Yes ☒ No	None	
<u>Prairie Habitat</u> Criteria Present? ☒ Yes ☐ No	The predominant grass identified within the Prairie Habitat was little bluestem, with some splitbeard bluestem also being observed in a few of the pockets. Liatris spp. and indian grass were both observed in an open area on the SW portion of the site, but that area is starting to get taken over by woody vegetation so I excluded it.	
<u>Waters of the State</u> Criteria Present? ☒ Yes ☐ No	There were multiple ephemeral streams located on the property. None of streams were conveying any water a few days after a significant rain event.	
<u>Floodplain</u> Criteria Present? ☐ Yes ☒ No	None	
<u>Wetlands</u> Criteria Present? ☐ Yes ☒ No	None	
<u>Water Impoundment Protection</u> Criteria Present? ☐ Yes ☒ No	The surface area capacity for both stock ponds appears to not be large enough to warrant water impoundment protection (min. ½ acre).	
<u>Topographical Slope Protection</u> Criteria Present? ☒ Yes ☐ No	There are multiple areas on the site with significant slope ($\geq 5\%$). The estimated location of these areas is shown on the slope map provided. This map shows areas where these slope conditions could exist. This data is not exact and is meant to be used as a guide. Based on Town staff's field observations, there appears to be areas on this property that exceed slopes of 12% where the streams have been identified, which might be significantly impacted by the proposed development, which includes the proposed installation of a 6' private trail. The Town's SMARTGrowth Program allows modification of slopes between 5% and 12% - but only up to 5 feet outside the footprint of the structure or structures being built. The objective of this provision of SMARTGrowth is to preserve topographic features and the topographic character of each site, and to avoid the "balancing" or flattening of sites. A thorough analysis to identify all areas on the site with slopes greater than or equal to 5% will need to be completed by the applicant's consultant and forwarded to Town staff for review.	
Action Steps/Additional Notes		
Multiple ESAs were identified on this site. Therefore, an EPP will be required. The construction plans will need to show that the developer is working with existing slopes on the site. The applicant needs to demonstrate that the development complies with the topographic slope requirements found in the Town's SMARTGrowth Program – Environmental Quality Section.		
EPP Required? ☒ Yes ☐ No		<u>Attachments</u> ☒ Site Orthographic Aerial Photograph ☐ Other:

EPP Consultant: N/A			
Submitted by: (print) James Hoefert		Signature & Date: James Hoefert 2/28/2018	
Forwarded to EPP Consultant: N/A	Filed with Development Services & Environmental Services	Last Modified: 2/28/2018	

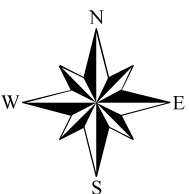


Environmentally Sensitive Area Survey Pepper Creek Ranch

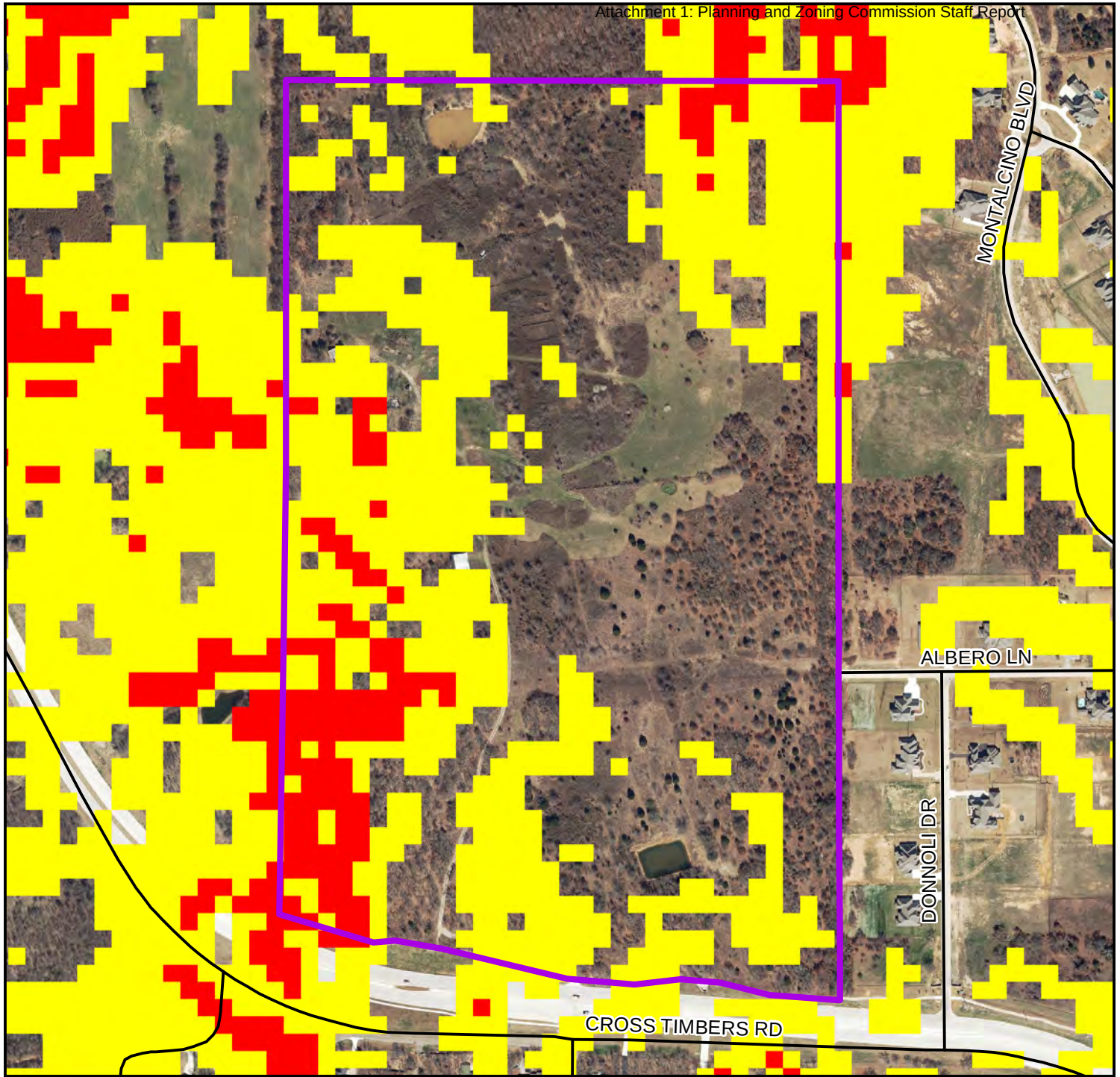
Map Created: February 28, 2018
Environmental Services Department
Town of Flower Mound

1 inch = 417 feet

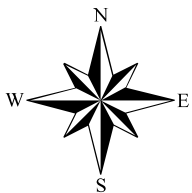
0 125 250 500 750 1,000 Feet



Property Streets Streams Ponds Upland Habitat

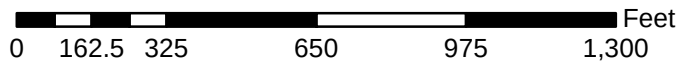


Pepper Creek Ranch - Slope Map



Map Created: February 28, 2018
Environmental Services Department
Town of Flower Mound

1 inch = 417 feet



APPENDIX 3

TPWD SPECIES OF GREATEST CONSERVATION CONCERN, DENTON COUNTY, TEXAS

DENTON COUNTY**BIRDS**

		Federal Status	State Status
American Peregrine Falcon	<i>Falco peregrinus anatum</i>	DL	T
year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.			
Arctic Peregrine Falcon	<i>Falco peregrinus tundrius</i>	DL	
migrant throughout state from subspecies' far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.			
Bald Eagle	<i>Haliaeetus leucocephalus</i>	DL	T
found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds			
Henslow's Sparrow	<i>Ammodramus henslowii</i>		
wintering individuals (not flocks) found in weedy fields or cut-over areas where lots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking			
Peregrine Falcon	<i>Falco peregrinus</i>	DL	T
both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies' listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.			
Red Knot	<i>Calidris canutus rufa</i>	T	
Red knots migrate long distances in flocks northward through the contiguous United States mainly April-June, southward July-October. A small plump-bodied, short-necked shorebird that in breeding plumage, typically held from May through August, is a distinctive and unique pottery orange color. Its bill is dark, straight and, relative to other shorebirds, short-to-medium in length. After molting in late summer, this species is in a drab gray-and-white non-breeding plumage, typically held from September through April. In the non-breeding plumage, the knot might be confused with the omnipresent Sanderling. During this plumage, look for the knot's prominent pale eyebrow and whitish flanks with dark barring. The Red Knot prefers the shoreline of coast and bays and also uses mudflats during rare inland encounters. Primary prey items include coquina clam (<i>Donax</i> spp.) on beaches and dwarf surf clam (<i>Mulinia lateralis</i>) in bays, at least in the Laguna Madre. Wintering Range includes- Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jefferson, Kennedy, Kleberg, Matagorda, Nueces, San Patricio, and Willacy. Habitat: Primarily seacoasts on tidal flats and beaches, herbaceous wetland, and Tidal flat/shore.			

DENTON COUNTY

BIRDS

Federal Status

State Status

Sprague's Pipit

Anthus spragueii

only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.

Western Burrowing Owl

Athene cunicularia hypugaea

open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows

White-faced Ibis

Plegadis chihi

T

prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats

Whooping Crane

Grus americana

LE

E

potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties

Wood Stork

Mycteria americana

T

forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mud flats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960

MAMMALS

Federal Status

State Status

Plains spotted skunk

Spilogale putorius interrupta

catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie

Red wolf

Canis rufus

LE

E

extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies

MOLLUSKS

Federal Status

State Status

Louisiana pigtoe

Pleurobema riddellii

T

streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins

Sandbank pocketbook

Lampsilis satura

T

small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Sulfur south through San Jacinto River basins; Neches River

Texas heelsplitter

Potamilus amphichaenus

T

quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins

DENTON COUNTY**MOLLUSKS**

Federal Status

State Status

Texas pigtoe*Fusconaia askewi*

T

rivers with mixed mud, sand, and fine gravel in protected areas associated with fallen trees or other structures; east Texas River basins, Sulphur River, Cypress Creek, Sabine through Trinity rivers as well as San Jacinto River

REPTILES

Federal Status

State Status

Texas garter snake*Thamnophis sirtalis annectens*

wet or moist microhabitats are conducive to the species occurrence, but is not necessarily restricted to them; hibernates underground or in or under surface cover; breeds March-August

Texas horned lizard*Phrynosoma cornutum*

T

open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September

Timber rattlesnake*Crotalus horridus*

T

swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; limestone bluffs, sandy soil or black clay; prefers dense ground cover, i.e. grapevines or palmetto

PLANTS

Federal Status

State Status

Glen Rose yucca*Yucca necopina*

Texas endemic; grasslands on sandy soils and limestone outcrops; flowering April-June

Topeka purple-coneflower*Echinacea atrorubens*

GLOBAL RANK: G3; Occurring mostly in tallgrass prairie of the southern Great Plains, in blackland prairies but also in a variety of other sites like limestone hillsides; Perennial; Flowering Jan-June; Fruiting Jan-May

APPENDIX 4

PHOTOGRAPH LOG

Photograph 1

Upland habitat in southwest corner of Site looking west from access road.


Photograph 2

Swale-1 in south-central portion of Site facing south-southeast as swale enters wooded area.


Photograph 3

Ephemeral stream ES-1 in south-central portion of Site facing north from near south boundary.



Photograph 4

Pond-1 in south-central portion of Site as viewed from northeast corner facing southwest.


Photograph 5

Prairie habitat in southeast portion of Site facing south with FM 1171 visible in background.


Photograph 6

Ephemeral stream ES-3 in west-central portion of Site facing west from within the western half of stream.



Photograph 7 Prairie habitat in west-central portion of Site on east side of access road facing south-southeast.	
Photograph 8 Setting of test plot TP-1A in depression within small valley. View is facing south with low, breached berm in background.	
Photograph 9 Ephemeral stream ES-11 in northwest corner of site with Pond-2 embankment visible to the right. View is to the north-northeast from southwest of the pond.	

Photograph 10 Pond-2 as viewed from the northeast corner facing southwest.	
Photograph 11 Test Plot TP-2A in the northwest corner of Pond-2. View is to the east where animal trail descends from the east to the pond.	
Photograph 12 Broad swale in area south-southeast of Pond-2 in general vicinity of TP-2C. View is to the southeast.	

Photograph 13

Test plot TP-2B in lowest area outside Pond-2 between ponds lowest area and start of ephemeral stream ES-11. View is to the northwest.


Photograph 14

Edge of prairie as transitions to areas dominated by woody vines and shrubs as viewed to west from northeast portion of Site.


Photograph 15

Prairie habitat in linear area in central portion of Site. View is to the east.



APPENDIX 5

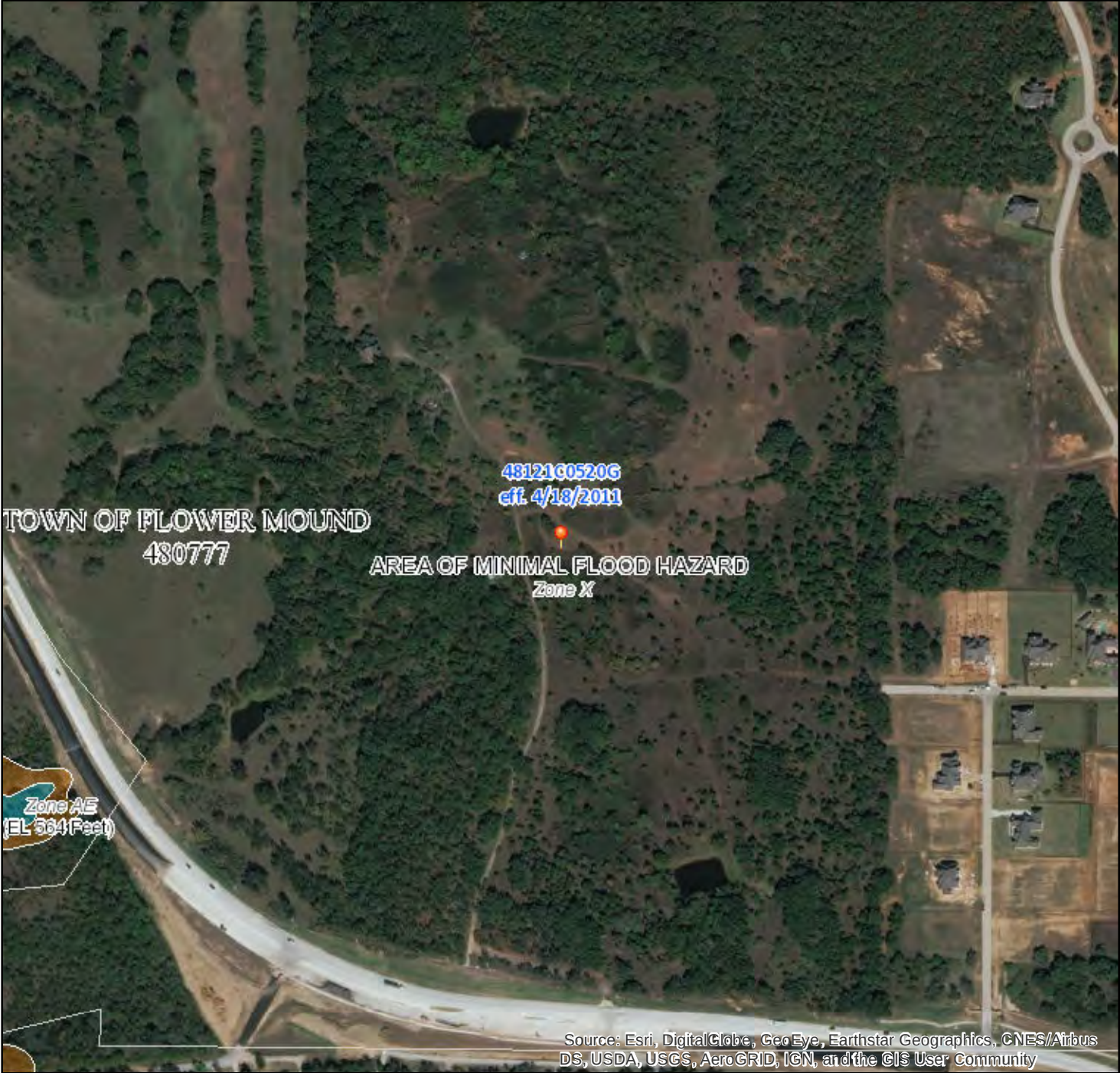
FEMA FIRM AND FIELD DATA FORMS



Attachment 1-Plan

Engineering Commission Staff Report

33°3'12.51"N



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth
		Regulatory Floodway Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/21/2018 at 12:58:05 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Pepper Creek Ranch City/County: Denton Co. Sampling Date: 1-12-18
 Applicant/Owner: _____ State: TX Sampling Point: TP-1A
 Investigator(s): ABrewer Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): 1-2
 Subregion (LRR): LRR-J Lat: 33.05027 Long: -97.17519 Datum: NAD83
 Soil Map Unit Name: Brown-Rayex-Aubrey complex 2-15% slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? N Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? N (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____ No <u>X</u>	Is the Sampled Area within a Wetland? Yes _____ No _____
Hydric Soil Present?	Yes _____ No <u>X</u>	
Wetland Hydrology Present?	Yes _____ No <u>X</u>	
Remarks: <u>small excavation w/ breached dike interrupts stream on</u> <u>forming channel</u>		

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>50</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: _____ (A/B)
1. <u>Celtis laevigata</u>	<u>50</u>	<u>Y</u>	<u>FAC</u>	
2. <u>Azadirachta indica</u>	<u>5</u>	<u>Y</u>	<u>FACU</u>	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
= Total Cover				Hydrophytic Vegetation Indicators: ____ 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% ____ 3 - Prevalence Index is ≤3.0 ¹ ____ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
= Total Cover				
= Total Cover				
= Total Cover				
= Total Cover				
= Total Cover				Hydrophytic Vegetation Present? Yes <u>X</u> No _____
= Total Cover				
Remarks:				

11-12-18

SOIL

Sampling Point: TP-14

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-5	10YR 5/3	50					Silty	
	10YR 5/2	40						
	10YR 5/3	10						
5-12	10YR 6/6	100					to Silty	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5) (LRR F)
☐ 1 cm Muck (A9) (LRR F, G, H)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)
☐ 5 cm Mucky Peat or Peat (S3) (LRR F)
- ☐ Sandy Gleyed Matrix (S4)
☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)
☐ High Plains Depressions (F16) (MLRA 72 & 73 of LRR H)

Indicators for Problematic Hydric Soils³:

- ☐ 1 cm Muck (A9) (LRR I, J)
☐ Coast Prairie Redox (A16) (LRR F, G, H)
☐ Dark Surface (S7) (LRR G)
☐ High Plains Depressions (F16) (LRR H outside of MLRA 72 & 73)
☐ Reduced Vertic (F18)
☐ Red Parent Material (TF2)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

 Type: _____
 Depth (inches): _____
Hydric Soil Present? Yes _____ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Water-Stained Leaves (B9)
- ☐ Salt Crust (B11)
☐ Aquatic Invertebrates (B13)
☐ Hydrogen Sulfide Odor (C1)
☐ Dry-Season Water Table (C2)
☐ Oxidized Rhizospheres on Living Roots (C3) (where not tilled)
☐ Presence of Reduced Iron (C4)
☐ Thin Muck Surface (C7)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Sparsely Vegetated Concave Surface (B8)
☐ Drainage Patterns (B10)
☐ Oxidized Rhizospheres on Living Roots (C3) (where tilled)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☒ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)
☐ Frost-Heave Hummocks (D7) (LRR F)

Field Observations:

 Surface Water Present? Yes _____ No ☒ Depth (inches): _____
 Water Table Present? Yes _____ No ☒ Depth (inches): _____
 Saturation Present? Yes _____ No ☒ Depth (inches): _____
 (includes capillary fringe)
Wetland Hydrology Present? Yes _____ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: DE depression, Boundary impounded.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Pepper Creek Ranch City/County: Denton Co. Sampling Date: 1-12-18
 Applicant/Owner: _____ State: TX Sampling Point: TP-24
 Investigator(s): A. Brewer Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): 2-3
 Subregion (LRR): LRR-J Lat: 33.05266 Long: 97.17372 Datum: NAD83
 Soil Map Unit Name: Gasil fine sandy loam 1-3% slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? N Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? N (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u>X</u> No _____	Is the Sampled Area within a Wetland? Yes <u>X</u> No _____
Hydric Soil Present?	Yes <u>X</u> No _____	
Wetland Hydrology Present?	Yes <u>X</u> No _____	
Remarks: <u>Upper edge of plot 2 in low area on East side, above stream.</u>		

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100</u> (A/B)
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
_____ = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
Sapling/Shrub Stratum (Plot size: <u>30</u>) 1. <u>Cephalanthus occidentalis</u> <u>20</u> <u>Y</u> <u>OBL</u>				
2. _____				
3. _____				
4. _____				
_____ = Total Cover				Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) Problematic Hydrophytic Vegetation ¹ (Explain)
Herb Stratum (Plot size: <u>5'</u>) 1. <u>Andropogon virginicus</u> <u>2</u> <u>N</u> <u>FACU</u>				
2. <u>Junco validus</u> <u>15</u> <u>Y</u> <u>FACW</u>				
3. <u>Dicentra sp</u> <u>10</u> <u>Y</u> <u>-</u>				
4. <u>Panicum sp.</u> <u>2</u> <u>N</u> <u>-</u>				
_____ = Total Cover				¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic. Hydrophytic Vegetation Present? Yes <u>X</u> No _____
Woody Vine Stratum (Plot size: <u>30</u>) 1. _____				
2. _____				
_____ = Total Cover				
% Bare Ground in Herb Stratum <u>71</u>				
Remarks: <u>Trees in separate community.</u> <u>No O² or F on Dicentra or Panicum. Assumed FAC to FACW</u>				

SOIL

Sampling Point: TP-2A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)									
Depth (inches)	Matrix		Redox Features			Type ¹	Loc ²	Texture	Remarks
	Color (moist)	%	Color (moist)	%					
0-4	2.5Y 4/2	60	7.5YR 5/8	30		C	PL	intermediate loamy sand	
	10YR 7/3	10							
4-11	2.5Y 5/8	70						silty clay	
	2.5Y 6/4	30							
11-14	2.5Y 5/3	80	10YR 4/6	20				silty loam damp	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)	Indicators for Problematic Hydric Soils ³ :
☐ Histosol (A1)	☐ 1 cm Muck (A9) (LRR I, J)
☐ Histic Epipedon (A2)	☐ Coast Prairie Redox (A16) (LRR F, G, H)
☐ Black Histic (A3)	☐ Dark Surface (S7) (LRR G)
☐ Hydrogen Sulfide (A4)	☐ High Plains Depressions (F16)
☐ Stratified Layers (A5) (LRR F)	☐ (LRR H outside of MLRA 72 & 73)
☐ 1 cm Muck (A9) (LRR F, G, H)	☐ Reduced Vertic (F18)
☐ Depleted Below Dark Surface (A11)	☐ Red Parent Material (TF2)
☐ Thick Dark Surface (A12)	☐ Very Shallow Dark Surface (TF12)
☐ Sandy Mucky Mineral (S1)	☐ Other (Explain in Remarks)
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
☐ 5 cm Mucky Peat or Peat (S3) (LRR F)	
☐ Sandy Gleyed Matrix (S4)	
☐ Sandy Redox (S5)	
☐ Stripped Matrix (S6)	
☐ Loamy Mucky Mineral (F1)	
☐ Loamy Gleyed Matrix (F2)	
☒ Depleted Matrix (F3)	
☐ Redox Dark Surface (F6)	
☐ Depleted Dark Surface (F7)	
☐ Redox Depressions (F8)	
☐ High Plains Depressions (F16) (MLRA 72 & 73 of LRR H)	

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes ☒ No ☐

Remarks: _____

HYDROLOGY

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one required; check all that apply)	Secondary Indicators (minimum of two required)	
☐ Surface Water (A1)	☐ Salt Crust (B11)	☐ Surface Soil Cracks (B6)
☐ High Water Table (A2)	☐ Aquatic Invertebrates (B13)	☐ Sparsely Vegetated Concave Surface (B8)
☐ Saturation (A3)	☐ Hydrogen Sulfide Odor (C1)	☐ Drainage Patterns (B10)
☐ Water Marks (B1)	☐ Dry-Season Water Table (C2)	☐ Oxidized Rhizospheres on Living Roots (C3) (where tilled)
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3) (where not tilled)	☐ Crayfish Burrows (C8)
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☒ Saturation Visible on Aerial Imagery (C9)
☐ Algal Mat or Crust (B4)	☐ Thin Muck Surface (C7)	☒ Geomorphic Position (D2)
☐ Iron Deposits (B5)	☐ Other (Explain in Remarks)	☒ FAC-Neutral Test (D5)
☐ Inundation Visible on Aerial Imagery (B7)		☐ Frost-Heave Hummocks (D7) (LRR F)
☐ Water-Stained Leaves (B9)		

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches): _____

Water Table Present? Yes ☐ No ☒ Depth (inches): _____

Saturation Present? Yes ☐ No ☒ Depth (inches): _____ (includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: 15' upslope Barnyardgrass, Andropogon virginicus + Q. stellata and Quercus macrocarpa dominant - hydrology missing.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: pepper Creek Ranch City/County: Denton Co. Sampling Date: 1-18-18
 Applicant/Owner: _____ State: TX Sampling Point: TP-23
 Investigator(s): A. Brewer Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Broad gentle Local relief (concave, convex, none): concave Slope (%): 1-2
 Subregion (LRR): LRR-J Lat: 33.05223 Long: 97.17393 Datum: NAD83
 Soil Map Unit Name: Gossil fine sandy loam 3-8% slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? N Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? N (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No _____	Is the Sampled Area within a Wetland? Yes _____ No <u>X</u>
Hydric Soil Present? Yes _____ No <u>X</u>	
Wetland Hydrology Present? Yes _____ No <u>X</u>	
Remarks: <u>upslope from ES-11 + between it and swale discharging to pond.</u>	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): <u>4</u> (A) Total Number of Dominant Species Across All Strata: <u>4</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: _____ (A/B)
1. <u>Ulmus americana</u>	<u>70</u>	<u>Y</u>	<u>FAC</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
Sapling/Shrub Stratum (Plot size: <u>30</u>) <u>70</u> = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
1. <u>Ulmus americana</u>	<u>20</u>	<u>Y</u>	<u>FAC</u>	
2. <u>Cornus drummii</u>	<u>15</u>	<u>Y</u>	<u>FAC</u>	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
Herb Stratum (Plot size: <u>5</u>) <u>35</u> = Total Cover				Hydrophytic Vegetation Indicators: ___ 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% ___ 3 - Prevalence Index is ≤3.0 ¹ ___ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <u>Rubus sp.</u>	<u>2</u>	<u>N</u>	<u>—</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
Woody Vine Stratum (Plot size: <u>30</u>) <u>2</u> = Total Cover				Hydrophytic Vegetation Present? Yes <u>X</u> No _____
1. <u>Sarcocolla hirsuta</u>	<u>5</u>	<u>Y</u>	<u>FAC</u>	
2. _____	_____	_____	_____	
% Bare Ground in Herb Stratum <u>98</u> <u>5</u> = Total Cover				
Remarks: _____				

Sampling Point: 70-2B

HYDROLOGY

Wetland Hydrology Indicators:

Great Plains – Version 2.0

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Pepper Creek Ranch City/County: Denton Co Sampling Date: 1-12-18
 Applicant/Owner: _____ State: TX Sampling Point: TP-2C
 Investigator(s): A. Brewer Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): Broad shale Local relief (concave, convex, none): Concave Slope (%): 2
 Subregion (LRR): LRR J Lat: 33.05219 Long: -97.17342 Datum: NAD 83
 Soil Map Unit Name: Basal fine sandy loam 1-3% slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? N Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? N (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No _____	Is the Sampled Area within a Wetland? Yes _____ No <u>X</u>
Hydric Soil Present? Yes _____ No <u>X</u>	
Wetland Hydrology Present? Yes _____ No <u>X</u>	
Remarks:	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC (excluding FAC-): _____ (A) Total Number of Dominant Species Across All Strata: _____ (B) Percent of Dominant Species That Are OBL, FACW, or FAC: _____ (A/B)																
1. <u>H. americana</u>	<u>7</u>	<u>Y</u>	<u>FAC</u>																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
Sapling/Shrub Stratum (Plot size: <u>30</u>) <u>7</u> = Total Cover				Prevalence Index worksheet: <table border="0"> <tr> <td>Total % Cover of:</td> <td>Multiply by:</td> </tr> <tr> <td>OBL species _____</td> <td>x 1 = _____</td> </tr> <tr> <td>FACW species _____</td> <td>x 2 = _____</td> </tr> <tr> <td>FAC species _____</td> <td>x 3 = _____</td> </tr> <tr> <td>FACU species _____</td> <td>x 4 = _____</td> </tr> <tr> <td>UPL species _____</td> <td>x 5 = _____</td> </tr> <tr> <td>Column Totals: _____</td> <td>(A) _____ (B) _____</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = _____</td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species _____	x 1 = _____	FACW species _____	x 2 = _____	FAC species _____	x 3 = _____	FACU species _____	x 4 = _____	UPL species _____	x 5 = _____	Column Totals: _____	(A) _____ (B) _____	Prevalence Index = B/A = _____	
Total % Cover of:	Multiply by:																			
OBL species _____	x 1 = _____																			
FACW species _____	x 2 = _____																			
FAC species _____	x 3 = _____																			
FACU species _____	x 4 = _____																			
UPL species _____	x 5 = _____																			
Column Totals: _____	(A) _____ (B) _____																			
Prevalence Index = B/A = _____																				
1. <u>H. americana</u>	<u>1</u>	<u>N</u>	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
Herb Stratum (Plot size: <u>5</u>) <u>1</u> = Total Cover				Hydrophytic Vegetation Indicators: ___ 1 - Rapid Test for Hydrophytic Vegetation ___ 2 - Dominance Test is >50% ___ 3 - Prevalence Index is ≤3.0 ¹ ___ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
1. <u>Cynodon dactylon</u>	<u>60</u>	<u>Y</u>	<u>FACU</u>																	
2. <u>Rubus sp.</u>	<u>40</u>	<u>Y</u>	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
Woody Vine Stratum (Plot size: _____) <u>100</u> = Total Cover																				
1. _____	_____	_____	_____	Hydrophytic Vegetation Present? Yes _____ No _____																
2. _____	_____	_____	_____																	
% Bare Ground in Herb Stratum _____ = Total Cover																				
Remarks: <u>Rubus sp. did not key to species in Texas Flora or Illustrated Flora of N. Cent. Texas. Cultivar assumed.</u>																				

SOILSampling Point: TP-2C

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-3	10YR 5/3	70	10YR 4/6	5	C	PL	10 Sa	
	10YR 5/4	25						
3-12	10YR 5/3	98	10YR 2.5/8	2	C	PL	11	
12-14	10YR 4/1	70	10YR 4/6	10	C	PL	5a Cl	
	10YR 2.5/3	15	10YR 3/1	5	C	PL		

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)	☐ 1 cm Muck (A9) (LRR I, J)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)	☐ Coast Prairie Redox (A16) (LRR F, G, H)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)	☐ Dark Surface (S7) (LRR G)
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1)	☐ High Plains Depressions (F16)
☐ Stratified Layers (A5) (LRR F)	☐ Loamy Gleyed Matrix (F2)	☐ (LRR H outside of MLRA 72 & 73)
☐ 1 cm Muck (A9) (LRR F, G, H)	☐ Depleted Matrix (F3)	☐ Reduced Vertic (F18)
☐ Depleted Below Dark Surface (A11)	☐ Redox Dark Surface (F6)	☐ Red Parent Material (TF2)
☐ Thick Dark Surface (A12)	☐ Depleted Dark Surface (F7)	☐ Very Shallow Dark Surface (TF12)
☐ Sandy Mucky Mineral (S1)	☐ Redox Depressions (F8)	☐ Other (Explain in Remarks)
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G, H)	☐ High Plains Depressions (F16)	³ Indicators of hydrophytic vegetation and
☐ 5 cm Mucky Peat or Peat (S3) (LRR F)	☐ (MLRA 72 & 73 of LRR H)	wetland hydrology must be present,
		unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:		
<u>Primary Indicators (minimum of one required; check all that apply)</u>		
☐ Surface Water (A1)	☐ Salt Crust (B11)	<u>Secondary Indicators (minimum of two required)</u>
☐ High Water Table (A2)	☐ Aquatic Invertebrates (B13)	☐ Surface Soil Cracks (B6)
☐ Saturation (A3)	☐ Hydrogen Sulfide Odor (C1)	☐ Sparsely Vegetated Concave Surface (B8)
☐ Water Marks (B1)	☐ Dry-Season Water Table (C2)	☐ Drainage Patterns (B10)
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Drift Deposits (B3)	☐ (where not tilled)	☐ (where tilled)
☐ Algal Mat or Crust (B4)	☐ Presence of Reduced Iron (C4)	☐ Crayfish Burrows (C8)
☐ Iron Deposits (B5)	☐ Thin Muck Surface (C7)	☐ Saturation Visible on Aerial Imagery (C9)
☐ Inundation Visible on Aerial Imagery (B7)	☐ Other (Explain in Remarks)	☐ Geomorphic Position (D2)
☐ Water-Stained Leaves (B9)		☐ FAC-Neutral Test (D5)
		☐ Frost-Heave Hummocks (D7) (LRR F)
Field Observations:		Wetland Hydrology Present? Yes _____ No ☒
Surface Water Present? Yes _____ No ☒ Depth (inches): _____ Water Table Present? Yes _____ No ☒ Depth (inches): _____ Saturation Present? Yes _____ No ☒ Depth (inches): _____ (includes capillary fringe)		
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:		
Remarks:		

Figure 19-7 Rainfall documentation worksheet

Rainfall Documentation
(use with photographs)

Date: January 12, 2018

Weather station: WETS Roanoke; F6 DFW Landowner: _____ Tract no.: _____

County: Denton State: TX

Soil name: _____ Growing season: _____

Photo date: _____

Long-term rainfall records								
Month	3 yrs. in 10 less than	Normal	3 yrs. in 10 more than	Rain fall	Condition dry, wet, normal	Condition value	Month weight value	Product of previous two columns
1st prior month*	<u>Dec</u>	<u>1.57</u>	<u>2.96</u>	<u>3.61</u>	<u>4.56</u>	<u>Wet</u>	<u>3</u>	<u>9</u>
2nd prior month*	<u>Nov</u>	<u>1.69</u>	<u>3.01</u>	<u>3.60</u>	<u>0.81</u>	<u>Dry</u>	<u>1</u>	<u>2</u>
3rd prior month*	<u>Oct</u>	<u>1.85</u>	<u>3.80</u>	<u>4.64</u>	<u>2.12</u>	<u>Normal</u>	<u>2</u>	<u>2</u>
							Sum	<u>13</u>

* Compared to photo date

Note: If sum is

6 - 9 then prior period has been drier than normal	Condition value: Dry =1
10 - 14 then prior period has been normal	Normal =2
15 - 18 then prior period has been wetter than normal	Wet =3

Conclusions: Period before field work was normal with a single event on December 19 heavily influencing overall trend and 0.18-inch of rain reported on January 7, 2018 before site work.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 94.61 ACRES OF LAND SITUATED IN THE J. C. MCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NUMBER 959, FROM AGRICULTURAL DISTRICT (A) AND INTERIM HOLDING DISTRICT (IH) TO PLANNED DEVELOPMENT DISTRICT NO. 162 (PD-162) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 94.61 acres of land situated in the J. C. McGowan and C. G. Pitcock Survey, Abstract Number 959, Denton County, Texas, has filed an application to change the zoning from Agricultural District (A) and Interim Holding District (IH) to Planned Development District No. 162 (PD-162) for Single Family Residential uses with Cluster Development Standards; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on May 14, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on May 21, 2018, with respect to the proposed planned development district 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 planned development district on the property; and

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

ORDINANCE NO. _____

Page 2

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

SECTION 1

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

94.61 acres of land situated in the J. C. McGowan and C. G. Pitcock Survey, Abstract Number 959, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 162 (PD-162) for Single Family Residential uses with Cluster Development Standards.

SECTION 2

The development standards, concept plan, concept landscape plan, and concept open space plan of the proposed Planned Development District No. 162 (PD-162), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes, are hereby approved as the development standards, concept plan, concept landscape plan, and concept open space plan for this Planned Development District No. 162 (PD-162).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 162 (PD-162), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," "D," and "E" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

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 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2018.

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

ORDINANCE NO. _____

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Exhibit "A"

Legal Description

LEGAL DESCRIPTION
94.609 ACRES

Being all that certain lot, tract or parcel of land situated in the J. C. McGowan and C. G. Pitcock Survey, Abstract Number 959, Town of Flower Mound, Denton County, Texas, and being part of that certain called 97.930 acre tract of land described in Trustees Deed to George D. Blaylock and wife, Martha S. Blaylock recorded in Volume 788, Page 319 of the Deed Records of Denton County, Texas, being all of that certain called 59.49 acre tract of land described in Deed to Briarback Properties, LLC, (undivided one-half interest), recorded in Document Number 2013-18954 of the Real Property Records of Denton County, Texas, being all of that certain called 59.49 acre tract of land described in Deed to Williamsoncochran Ranch, LLC (undivided one-half interest), recorded in Document Number 2013-18956 of the Real Property Records of Denton County, Texas being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set (G&A) on the east line of said 97.930 acre tract at the southwest corner of Lot 7X, Block D of Montalcino Estates, Phase 1, an addition to the Town of Flower Mound, Denton County, Texas, according to the Amended Record Plat thereof recorded in Document Number 2013-37 of the Plat Records of Denton County, Texas, being the northwest corner of that certain called 1.1816 acre tract of land described as Parcel 15 in deed to Denton County recorded in Document Number 2009-118501 of the Real Property Records of Denton County, Texas, and being the northeast corner of that certain called 5.3352 acre tract of land described as Parcel 14 in deed to Denton County recorded in Document Number 2009-44893 of the Real Property Records of Denton County, Texas, and being on the north line of F. M. 1171 (Cross Timbers Road) as evidenced by said deeds to Denton County;

THENCE with the north line of said F. M. 1171 and the north line of said Parcel 14 the following:

N 85°26'35" W, 205.55 feet (called 205.00 feet) to a 1/2" capped rebar set (G&A);
 N 75°45'50" W, 149.04 feet to an aluminum Texas Department of Transportation (TXDOT) disc found;
 N 85°30'25" W, 114.79 feet (called 115.00 feet) to an aluminum TXDOT disc found;
 S 84°00'30" W, 134.33 feet to an aluminum TXDOT disc found;
 N 85°30'30" W, 196.18 feet to a "X" set in concrete;
 N 75°54'00" W, 333.77 feet (called 332.66 feet) to an aluminum TXDOT disc found;
 N 80°45'00" W, 180.69 feet (called 180.97 feet) to an aluminum TXDOT disc found;
 S 85°28'00" W, 62.97 feet (called 63.61 feet) to a 1/2" capped rebar set (G&A);
 N 72°53'20" W, 121.63 feet to a 1/2" capped rebar set (G&A);

N 73°32'10" W, 133.93 feet (called 134.07 feet) to a 1/2" capped rebar set (G&A) at the northwest corner of said Parcel 14, being on the west line of said 97.930 acre tract and the east line of that certain called 1,129.061 acre tract described as Tract "A" in deed to Old WR Ranch I, L. P., recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being the northeast corner of that certain called 3.8816 acre tract of land described as Parcel 7, Part 2 in deed to Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, from said point a disturbed aluminum TXDOT disc found bears S 48° E, 1.7 feet;

THENCE N 00°42'40" W, with the west line of said 97.930 acre tract and east line of said 1,129.061 acre tract passing at 813.21 feet to a 1/2" capped rebar set (G&A) at the southwest corner of said 59.276 acre tract, continuing with the west line thereof a total distance of 2421.33 feet to a 1/2" capped rebar set (G&A) at the northwest corner of said 59.49 acre tract and being the westerly southwest corner of Lot 19X of said Block E, of said Montalcino Estates, Phase 1, from which a 5/8" capped rebar found (1640) bears N 86°39' E, 8.5 feet;

THENCE S 89°45'40" E, 1,614.98 feet with the north line of said 97.930 acre tract and the north line of said 59.49 acre tract and a south line of said Lot 19X to a 1/2" capped rebar set (G&A) at the northeast corner of said 59.49 acre tract, being the northeast corner of said 97.930 acre tract and being an inner ell in the west line of said Lot 19X from which a 5/8" capped rebar found (1640) bears N 08°07' E, 11.5 feet and a 5/8" capped rebar found (1640) bears S 76°23' E, 10.3 feet;

THENCE S 00°22'45" E, with the east line of said 97.930 acre tract, the east line of said 59.49 acre tract, the west line of Lot 19X, and being the west line of said Montalcino Estates, Phase 1 passing at 1,430.07 feet the southerly southwest corner of said Lot 19X and the northwest corner of Lot 1, Block E of said Montalcino Estates, Phase 1 continuing with the west line thereof passing at 1,614.07 feet to the southeast corner of said 59.276 acre tract from which a 60D nail found bears S 89°32'40" E, 0.7 feet, and continuing with the east line of said 97.930 acre tract and the west line of said Montalcino Estates, Phase 1 a total distance of 2656.91 feet to the POINT OF BEGINNING and containing approximately 94.609 acres of land.

Exhibit "B"
DEVELOPMENT STANDARDS
Planned Development District - 162 (PD-162)
Pepper Creek Ranch

The development on the property comprising approximately 94.61 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-162 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES:

The following uses shall be the only uses permitted in the Planned Development District (PD-162).

1. Permitted Uses. The following uses shall be permitted in PD-162, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to Section 98-972;
 - c. Garage Sale, subject to Section 98-982;
 - d. Home occupation, subject to Section 98-984;
 - e. Model home;
 - f. Swimming pool, private; subject to Section 98-996;
 - g. Tennis Courts;
2. Specific Uses: The following uses shall be permitted in PD-162 only upon approval of a specific use permit by the town council in accordance with the procedures and standards of section 90-186, specific use permits.
 - a. Accessory Dwelling, subject to section 98-983 on lots greater than 32,000 square feet.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-162 subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974
 - b. Building material yard; and
 - c. Field office, temporary
4. Accessory Uses Permitted in Lots Owned by HOA ("X" Lots). The following uses are permitted in PD-162 within lots owned by the Homeowner's Association as shown on the attached Zoning Concept Plan (Exhibit "C")
 - a. Barn;
 - i. Size: 3,200 sq. ft. maximum (each)
 - ii. Number: Maximum of 3.
 - iii. Construction: Stone and board and baton wood siding with barn door, in compliance with the Town's regulations.

ORDINANCE NO. _____

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- iv. Appearance: Traditional Scenic Barn
- v. Purpose: Storage of Equipment and Supplies for husbandry and maintenance of the trails, open spaces, and amenity features.

B. RESIDENTIAL DIMENSIONAL REGULATIONS**1. PD-162 Residential Lot Standards:**

- a. Minimum lot area per dwelling. The minimum lot area shall be thirty-two thousand (32,000 square feet), subject to section 98-1023;
 - b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be one hundred feet (120'), subject to section 98-1024;
 - c. Minimum front yard. The minimum front yard shall be thirty feet (30'), subject to section 98-1026;
 - d. Minimum side yard. The minimum side yard shall be fifteen feet (15'), subject to section 98-1027;
 - e. Minimum rear yard. The minimum rear yard shall be twenty feet (20'), subject to section 98-335;
 - f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be three thousand square feet (3,000 SF), subject to section 98-1025;
 - g. Maximum lot coverage. The maximum lot coverage shall be thirty-five percent (35%) for all uses, subject to section, 98-1029;
 - h. Maximum height. The maximum height of all buildings and structures shall be three (3) stories or thirty-five feet (35') for all uses, subject to section 98-1031
2. The dimensional and area regulations shall not apply to common areas or lots owned by the homeowner's association for Pepper Creek Ranch at Flower Mound ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within The Pepper Creek Ranch Estates.

- 1. There shall be a maximum density of 0.53 dwelling units per gross acres of the entire Pepper Creek Ranch Estates property which equates to 50 total residential lots.

D. SUPPLEMENTAL STANDARDS

- 1. The development of PD-162 is subject to the approved Environmental Protection Plan.
- 2. The development of PD-162 is subject to an Open Space Management Plan.
- 3. There shall be an X lot owned and maintained by the HOA as an amenity lot and shall not be counted toward the minimum 50% open space requirement. The amenity lot is number 27X, Block A, as shown on the attached Zoning Concept Plan (Exhibit "C").
- 4. The home owner or home builder may choose to install an ornamental metal fence on the residential lot that is adjacent to open space, or may choose to leave their property

- unfenced. If a pool is installed, a fence must be constructed either by the homebuilder or homeowner, in accordance with Town requirements.
5. As a Cluster Development, PD-162 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" shall be managed. Open Space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. The final Open Space Management Plan (OSMP) shall conform with the following:
 - a. The OSMP shall be in accordance with Ordinance No. 64-13; Section 5/Cross Timbers Conservation District Area Plan (CTCDD)
 - b. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.
 - c. Be recorded in the deed records of Denton County Texas as a restriction running with the land simultaneously with recording of the first record plat.
 - d. Substantially conform to the draft OSMP submitted to the Environmental Conservation Commission and Planning and Zoning Commission for consideration of the Zoning application (ZPD18-0002) and identified as Attachment B(3) of the agenda item.
 6. A multi-use trail with a minimum width of eight feet (8') shall be provided along FM 1171.
 7. An equestrian trail with a minimum width of fifteen feet (15') shall be provided along FM 1171.
 8. Prior to approval of a record plat, a tree survey shall be submitted and accepted by staff for all areas of the subject property outside of Environmentally Sensitive Areas (ESA's) that are impacted by public improvements including but not limited to roads. Furthermore, a tree survey shall be required for each residential lot at the time a building permit application is sought prior to the construction of any structure. This allows the custom home-builder to have flexibility in the design and placement of buildings in order to optimize the preservation of existing natural features, such as trees, that are unique to each lot.
 9. Individual lot grading design shall not be required for all residential lots during the Record Plat/Construction Plan phase; however, for those lots not graded on the Grading Plan included in the set of Construction Plans shall require a separate grading plan at the time of building permit submittal and must be completed by an engineer.
 10. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading, drainage and pad elevation plans in accordance with the Engineering Design Criteria and Construction Standards. The grading and drainage within Pepper Creek Ranch and along the perimeter of all lots within each

phase of the development shall be complete prior to final acceptance of that phase of the development by the Town. The general pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of each phase of the development. Developer agrees that for each pad site that is not being benched, as identified herein-above, prior to final acceptance of that particular phase the following will occur:

- a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every pad site identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any proposed revisions to the Town for approval and acceptance before each such pad site or group of pad sites within a particular phase is benched;
- b. Erosion control measures shall be maintained in compliance with an approved Stormwater Pollution Prevention Plan (SWPPP) including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or more frequently as may be required and directed by the Town Manager or his designee;
- c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
- d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.

11. All amenity ponds shall have aeration by recirculating pumps or by fountains.

12. All landscaping shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.

E. EXCEPTIONS

1. Topographical Slope Protection – Section 98-147
Exception to Section 98-147 is granted in accordance with Section 98-147(b) and subject to substantial conformance with the approved Environmental Protection Plan submitted to the Planning and Zoning Commission for consideration of the Zoning application (ZPD18-0002) and identified as Attachment B(4) of the agenda item.
2. Minimum Cul-de-Sac Length – Section 90-310
Cul-de-Sac lengths may exceed 600 feet as shown on the attached Zoning Concept Plan (Exhibit "C").

Exhibit “C”

ZONING CONCEPT PLAN





ORDINANCE NO. _____

Exhibit "D"
CONCEPT LANDSCAPE PLAN





[illegible]

Exhibit "E"
CONCEPT OPEN SPACE PLAN





TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: May 21, 2018

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Development Plan (DP18-0002 – Pepper Creek Ranch) to develop a residential subdivision. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its May 14, 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

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Development Plan (DP18-0002 – Pepper Creek Ranch) to develop a residential subdivision.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 8

DATE: May 14, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Consider a request for a Development Plan (DP18-0002 - Pepper Creek Ranch) to develop a residential subdivision. The property is generally located north of Cross Timbers Road and west of Montalcino Boulevard.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

This project has a companion Zoning Planned Development application (ZPD18-0002) for consideration on the same agenda. Approval of this application is contingent on Town Council's approval of the companion Zoning Planned Development application.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to obtain design approval for 50 buildable, single-family lots with a minimum lot size of 32,000 square feet. The site contains approximately 94.61 acres of land. Primary access to the site will be from a gated entrance on Cross Timbers Road. Emergency access is provided via the Montalcino Conservation development to the east and a final future access point has been provided to the undeveloped property west of the site. Since the property is located outside the Town's wastewater service area, all proposed residential lots will contain individual septic systems.

The subject property is zoned Agricultural District (A) and Interim Holding District (IH). In conjunction with the development plan, a request for rezoning (ZPD18-0002 – Pepper Creek Ranch) is being considered to change the zoning to Planned Development District No. 162 (PD-162) for a cluster development. The proposed Development Plan is in compliance with the PD-162 standards as proposed, as well as the cluster development standards outlined in the Cross Timbers Conservation Development District (CTCDD) Area Plan of the Master Plan.

On April 5, 2018, the Parks Board recommended approval to Town Council that cash, in the amount of \$55,020.00 be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$69,400.00 for the subject project. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the April 5, 2018, Parks Board meeting is:

<http://flowermoundtx.swagit.com/play/04052018-852/5/>

On May 1, 2018, the Environmental Conservation Commission (ECC) reviewed a proposed concept plan depicting open space areas and recommended approval. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the May 1, 2018, ECC meeting is:

<http://flowermoundtx.swagit.com/play/05012018-1075/6/>

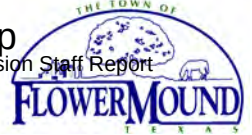
III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

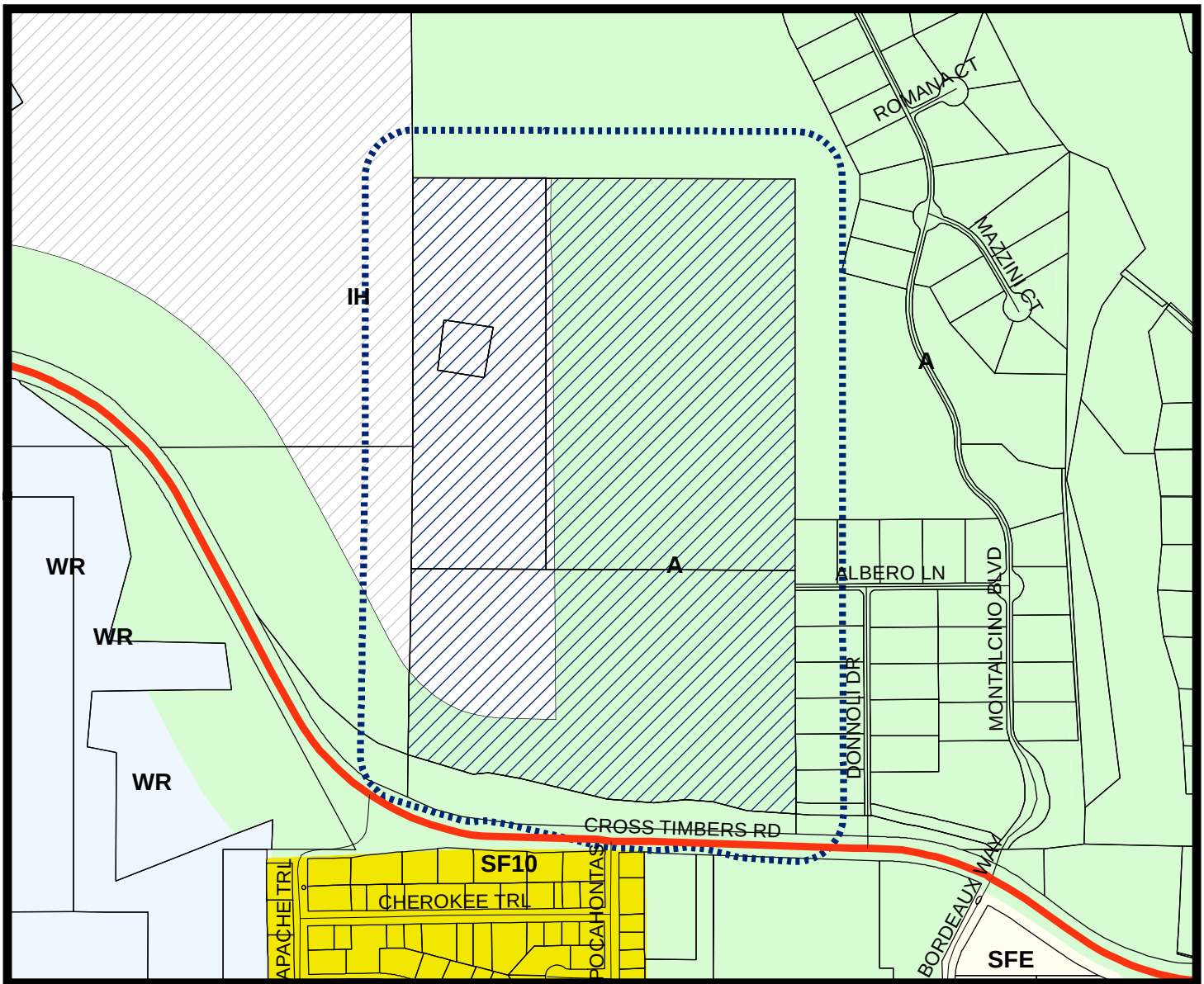
B. Application Details

1. Development Plan Package



Vicinity Map

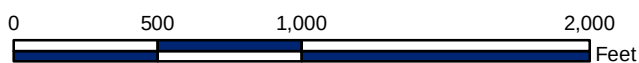
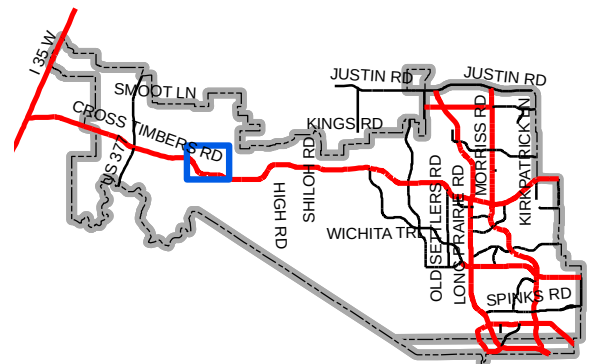
Reference Project: ZPD18-0002



LEGEND

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

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



February 23, 2018

Mr. Chuck Russell
Town Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Zoning Change Request – Pepper Creek Ranch (ZPD18-0002)
Letter of Intent
G&A Job No. 17286

Mr. Russell:

Please accept this letter, on behalf of Dr. Anderson, as an explanation of the proposed Zoning Change Request application for approximately 94 acres of land located along FM 1171 and west of Montalcino. The property is located in the Cross Timbers Conservation Development District (CTCDD) with an existing zoning of Agriculture (AG). We are proposing a zoning change to be a Planned Development (PD) with Single Family-30 (SF-30) uses.

Pepper Creek Ranch is a cluster development consisting of 50 residential lots with a minimum lot area of 32,000 square feet. The proposed density is .5 units per acre. The lots will have a minimum lot width of 120'. The PD development standards include dimensional regulations for the project as well as standards for the open space areas and amenities. Additionally, the standards propose accessory structures, such as barns, to be located within the open space areas. A very important feature of this project is that every lot is directly contiguous to open space.

We are providing a minimum of 50% open space dispersed throughout the development and in key areas to preserve unique environmental features. An amenity lot is also being proposed, which is not counted toward the open space minimum area requirement. This amenity lot will allow for residents to enjoy certain activities and will act as a gathering spot for neighborhood events. There will be a 6' trail meandering the property to allow for connectivity to the amenity lot and to provide a sense of unity to the neighborhood. Pepper Creek Ranch will be developed in one phase.

The 50' landscape buffer will be consistent with the neighboring development along FM 1171. The 15' Equestrian trail and split rail fence will also continue from Montalcino across the entire frontage of the property. The Conceptual Landscape Plan illustrates the design intent for the

Pepper Creek Ranch – Zoning Application
February 23, 2018
Page 2 of 2

gated entrance which will include a covered-bridge feature, waterfalls, and enhanced landscaping. The look and feel is a rural and rustic design that we are referring to as Country Colonial.

The Open Space Management Plan defines the different types of open space areas within Pepper Creek Ranch as well as guidelines for how those areas are to be maintained. There are significant environmental features that we have designed around in order that these features be preserved. A substantial ridge line, known as an escarpment, extends across the western portion of this property. This area consists of steep slopes and is also heavily treed. The preservation of these features was the starting point of the design process for this project. It is vital to preserve them and minimize impact to maintain the environmental integrity of the property. Therefore, we situated the back of the residential lots along portions of the escarpment in order to preserve the steep slopes since most of the grading and earthwork occurs in the middle to the front of the lot. The lots that are located along the ridge are the largest lots of the development and have a minimum lot area of just under one acre.

While our design was very intentional in preserving the escarpment and the majority of the steep slopes on the property, there are some areas where steep slopes, in excess of 12%, will be impacted. The terrain on the property varies and some areas simply cannot be avoided of impact. We have made our best effort to minimize this impact and we feel our design illustrates this intent. However, we would like to seek an exception to the Slope Protection Requirement of SMARTGrowth in certain areas on the plan.

Another exception that we would like to request is to minimum cul-de-sac length requirement of the Town's Subdivision Ordinance. The design of Pepper Creek Ranch includes several cul-de-sacs in order to preserve environmental features and create exclusive residential lots. There is one cul-de-sac that exceeds the minimum 600 feet requirement. This cul-de-sac is slightly over 1,000 feet in length.

We are excited to be working with the Town on this new cluster development. Thank you for your consideration in the presented request. Please contact us with any questions or if more information is desired.

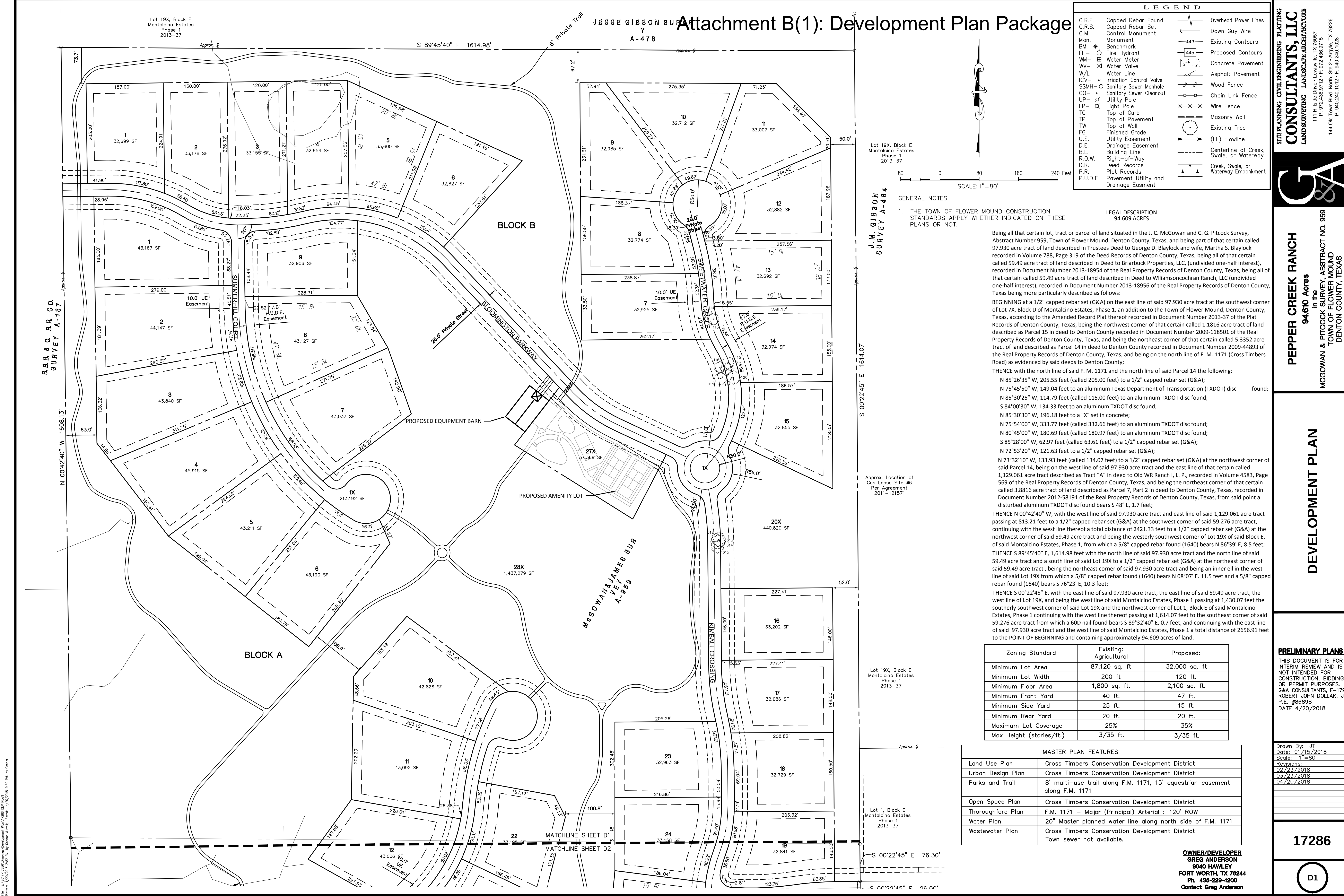
Sincerely,



Randi L. Rivera, AICP

cc: Dr. Greg Anderson

Attachment B(1): Development Plan Package



LEGEND		
C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	Down Guy Wire
C.M.	Control Monument	443 Existing Contours
Mon.	Monument	445 Proposed Contours
BM	Benchmark	Concrete Pavement
FH	Fire Hydrant	Asphalt Pavement
WM	Water Meter	Wood Fence
WV	Water Valve	Chain Link Fence
W/L	Water Line	Wire Fence
ICV	Irrigation Control Valve	Masonry Wall
SSMH	Sanitary Sewer Manhole	Existing Tree
CO	Sanitary Sewer Cleanout	(FL) Flowline
UP	Utility Pole	Centerline of Creek, Swale, or Waterway
LP	Light Pole	Creek, Swale, or Waterway Embankment
TC	Top of Curb	
TP	Top of Pavement	
TW	Top of Wall	
FG	Finished Grade	
U.E.	Utility Easement	
D.E.	Drainage Easement	
B.L.	Building Line	
R.O.W.	Right-of-Way	
D.R.	Deed Records	
P.R.	Plat Records	
P.U.D.E.	Pavement Utility and Drainage Easement	

J.M. GIBSON
SURVEY A-484

- GENERAL NOTES
1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.

LEGAL DESCRIPTION
94.609 ACRES

Being all that certain lot, tract or parcel of land situated in the J. C. McGowan and C. G. Pitcock Survey, Abstract Number 959, Town of Flower Mound, Denton County, Texas, and being part of that certain called 97.930 acre tract of land described in Trustees Deed to George D. Blaylock and wife, Martha S. Blaylock recorded in Volume 788, Page 319 of the Deed Records of Denton County, Texas, being all of that certain called 59.49 acre tract of land described in Deed to Briarback Properties, LLC, (undivided one-half interest), recorded in Document Number 2013-18954 of the Real Property Records of Denton County, Texas, being all of that certain called 59.49 acre tract of land described in Deed to Williamsconchran Ranch, LLC (undivided one-half interest), recorded in Document Number 2013-18956 of the Real Property Records of Denton County, Texas being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set (G&A) on the east line of said 97.930 acre tract at the southwest corner of Lot 7X, Block D of Montalcino Estates, Phase 1, an addition to the Town of Flower Mound, Denton County, Texas, according to the Amended Record Plat thereof recorded in Document Number 2013-37 of the Plat Records of Denton County, Texas, being the northwest corner of that certain called 1.1816 acre tract of land described as Parcel 15 in deed to Denton County recorded in Document Number 2009-118501 of the Real Property Records of Denton County, Texas, and being the northeast corner of that certain called 5.3352 acre tract of land described as Parcel 14 in deed to Denton County recorded in Document Number 2009-44893 of the Real Property Records of Denton County, Texas, and being on the north line of F. M. 1171 (Cross Timbers Road) as evidenced by said deeds to Denton County;

THENCE with the north line of said F. M. 1171 and the north line of said Parcel 14 the following:
N 85°26'35" W, 205.55 feet (called 205.00 feet) to a 1/2" capped rebar set (G&A);
N 75°45'50" W, 149.04 feet to an aluminum Texas Department of Transportation (TXDOT) disc found;
N 85°30'25" W, 114.79 feet (called 115.00 feet) to an aluminum TXDOT disc found;
S 84°00'30" W, 134.33 feet to an aluminum TXDOT disc found;
N 85°30'30" W, 196.18 feet to a "X" set in concrete;
N 75°54'00" W, 333.77 feet (called 332.66 feet) to an aluminum TXDOT disc found;
N 80°45'00" W, 180.69 feet (called 180.97 feet) to an aluminum TXDOT disc found;
S 85°28'00" W, 62.97 feet (called 63.61 feet) to a 1/2" capped rebar set (G&A);
N 72°53'20" W, 121.63 feet to a 1/2" capped rebar set (G&A);

N 73°32'10" W, 133.93 feet (called 134.07 feet) to a 1/2" capped rebar set (G&A) at the northwest corner of said Parcel 14, being on the west line of said 97.930 acre tract and the east line of that certain called 1,129.061 acre tract described as Tract "A" in deed to Old WR Ranch I, L. P., recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being the northeast corner of that certain called 3.8816 acre tract of land described as Parcel 7, Part 2 in deed to Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, from said point a disturbed aluminum TXDOT disc found bears S 48° E, 1.7 feet;

THENCE N 00°42'40" W, with the west line of said 97.930 acre tract and east line of said 1,129.061 acre tract passing at 813.21 feet to a 1/2" capped rebar set (G&A) at the southwest corner of said 59.276 acre tract, continuing with the west line thereof a total distance of 2421.33 feet to a 1/2" capped rebar set (G&A) at the northwest corner of said 59.49 acre tract and being the westerly southwest corner of Lot 19X of said Block E, of said Montalcino Estates, Phase 1, from which a 5/8" capped rebar found (1640) bears N 86°39' E, 8.5 feet; THENCE S 89°45'40" E, 1,614.98 feet with the north line of said 97.930 acre tract and the north line of said 59.49 acre tract and a south line of said Lot 19X to a 1/2" capped rebar set (G&A) at the northeast corner of said 59.49 acre tract, being the northeast corner of said 97.930 acre tract and being an inner ell in the west line of said Lot 19X from which a 5/8" capped rebar found (1640) bears N 08°07' E. 11.5 feet and a 5/8" capped rebar found (1640) bears S 76°23' E, 10.3 feet;

THENCE S 00°22'45" E, with the east line of said 97.930 acre tract, the east line of said 59.49 acre tract, the west line of Lot 19X, and being the west line of said Montalcino Estates, Phase 1 passing at 1,430.07 feet the southerly southwest corner of said Lot 19X and the northwest corner of Lot 1, Block E of said Montalcino Estates, Phase 1 continuing with the west line thereof passing at 1,614.07 feet to the southeast corner of said 59.276 acre tract from which a 60D nail found bears S 89°32'40" E, 0.7 feet, and continuing with the east line of said 97.930 acre tract and the west line of said Montalcino Estates, Phase 1 a total distance of 2656.91 feet to the POINT OF BEGINNING and containing approximately 94.609 acres of land.

Zoning Standard	Existing: Agricultural	Proposed:
Minimum Lot Area	87,120 sq. ft	32,000 sq. ft
Minimum Lot Width	200 ft	120 ft.
Minimum Floor Area	1,800 sq. ft.	2,100 sq. ft.
Minimum Front Yard	40 ft.	47 ft.
Minimum Side Yard	25 ft.	15 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	35%
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	8' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171
Open Space Plan	Cross Timbers Conservation Development District
Thoroughfare Plan	F.M. 1171 – Major (Principal) Arterial : 120' ROW
Water Plan	20" Master planned water line along north side of F.M. 1171
Wastewater Plan	Cross Timbers Conservation Development District Town sewer not available.

OWNER/DEVELOPER
GREG ANDERSON
9040 HAWLEY
FORT WORTH, TX 76244
Ph. 436-229-4200
Contact: Greg Anderson

SITE PLANNING CIVIL ENGINEERING PLANNING

CONSULTANTS, LLC

LAND SURVEYING LANDSCAPE ARCHITECTURE

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P: 940.240.1012 • F: 940.240.1028
TBPES Firm No. 1798 TBPES Firm No. 10047700

PEPPER CREEK RANCH

94.610 Acres

in the

MCGOWAN & PITCOCK SURVEY, ABSTRACT NO. 959

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

DEVELOPMENT PLAN

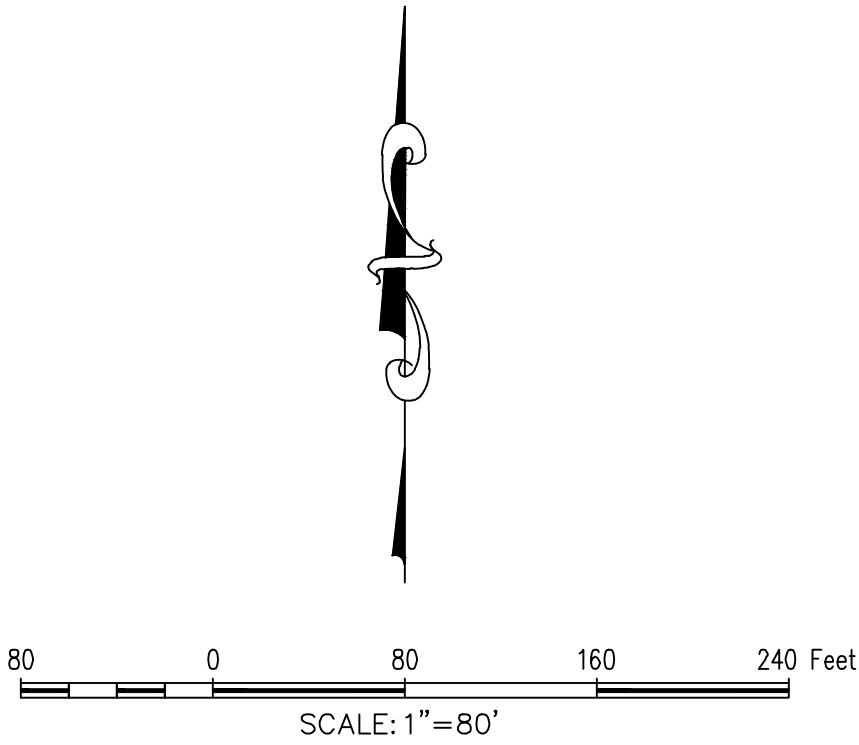
PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. G&A CONSULTANTS, F-1798 ROBERT JOHN DOLLAH, JR., P.E. #86898 DATE 4/20/2018

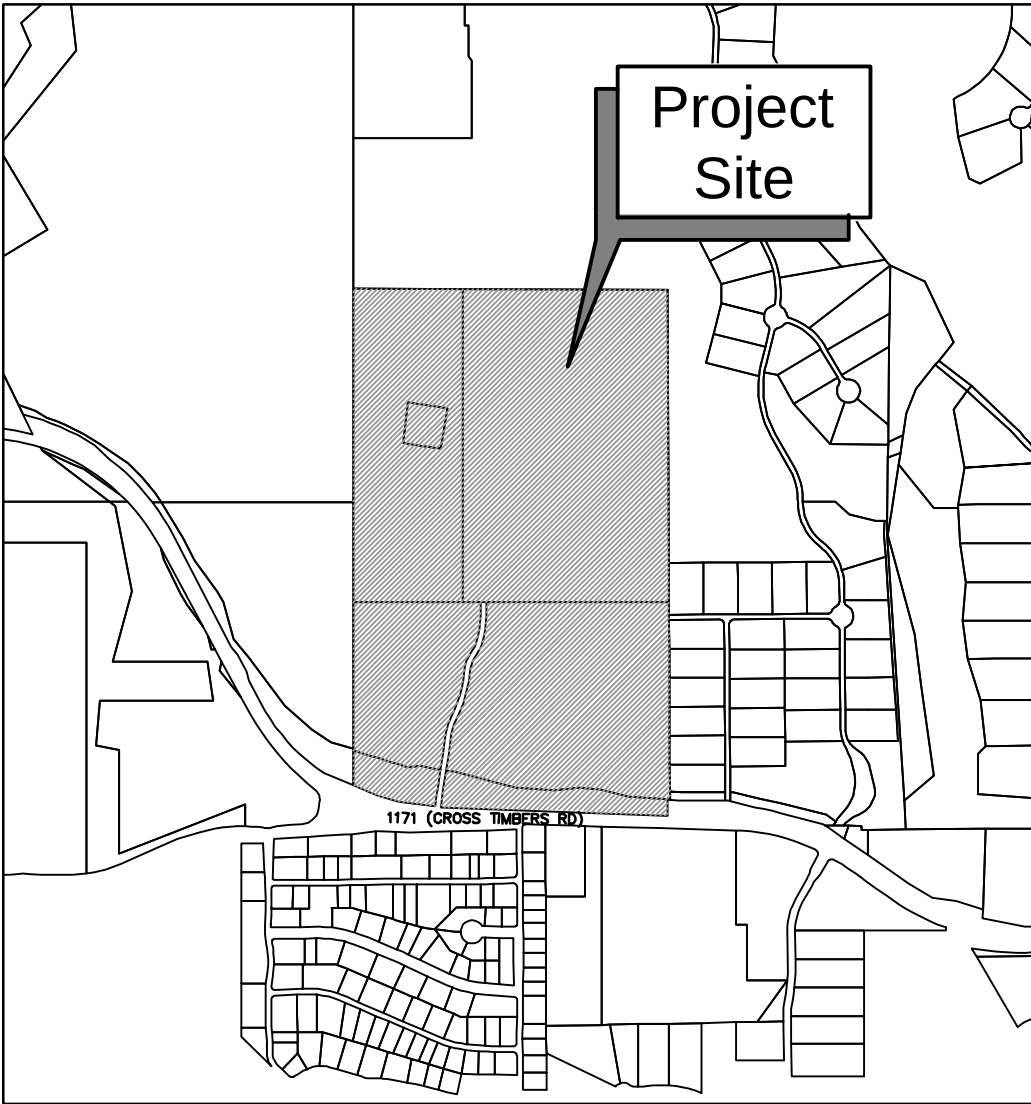
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- GENERAL NOTES
1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.



Vicinity Map 1"=1000'

PROJECT DATA TABLE	
Gross Site Area:	94.61 A; 4,121,212 SF
Lot 27X, Block A (Amenity Center)	.858 A; 37,369 SF
Open Space Lots:	
Lot 28X, Block A	32,995 A; 1,437,279 SF
Lot 20X, Block B	10.120 A; 440,820 SF
Lot 6X, Block C	4.216 A; 183,632 SF
Total Open Space:	47.331 A; 2,061,731 SF
Private Street:	4.896 A; 213,129 SF
Proposed Lots:	
Residential	50
Open Space	4
Total:	54
Smallest Residential Lot:	.741 A; 32,284 SF
Largest Residential Lot:	1.020 A; 45,915 SF
Average Residential Lot:	0.812 A; 35,406 SF

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK A	43,167	0.991
2	BLOCK A	44,147	1.013
3	BLOCK A	43,840	1.006
4	BLOCK A	45,915	1.054
5	BLOCK A	43,211	0.992
6	BLOCK A	43,190	0.992
7	BLOCK A	43,037	0.988
8	BLOCK A	43,127	0.990
9	BLOCK A	32,906	0.755
10	BLOCK A	42,828	0.983
11	BLOCK A	43,092	0.989
12	BLOCK A	43,006	0.987
13	BLOCK A	43,398	0.996
14	BLOCK A	38,208	0.877
15	BLOCK A	42,882	0.984
16	BLOCK A	43,111	0.990
17	BLOCK A	43,027	0.988
18	BLOCK A	32,284	0.741
19	BLOCK A	33,174	0.762
20	BLOCK A	33,125	0.760

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
21	BLOCK A	33,298	0.764
22	BLOCK A	33,195	0.762
23	BLOCK A	32,963	0.757
24	BLOCK A	33,158	0.761
25	BLOCK A	32,967	0.757
26	BLOCK A	32,867	0.755
27X	BLOCK A	37,369	0.858
28X	BLOCK A	1437,279	32.995
1	BLOCK B	32,699	0.751
2	BLOCK B	33,178	0.762
3	BLOCK B	33,155	0.761
4	BLOCK B	32,654	0.750
5	BLOCK B	33,600	0.771
6	BLOCK B	32,827	0.754
7	BLOCK B	32,925	0.756
8	BLOCK B	32,774	0.752
9	BLOCK B	32,985	0.757
10	BLOCK B	32,712	0.751
11	BLOCK B	33,007	0.758
12	BLOCK B	32,882	0.755

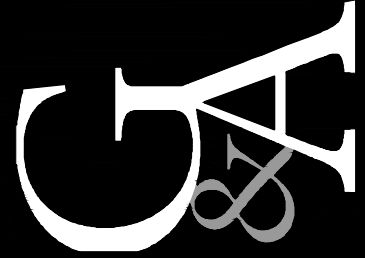
LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
13	BLOCK B	32,692	0.751
14	BLOCK B	32,974	0.757
15	BLOCK B	32,855	0.754
16	BLOCK B	33,202	0.762
17	BLOCK B	32,686	0.750
18	BLOCK B	32,729	0.751
19	BLOCK B	32,841	0.754
20X	BLOCK B	440,820	10.120
1	BLOCK C	32,815	0.753
2	BLOCK C	32,978	0.757
3	BLOCK C	32,807	0.753
4	BLOCK C	32,918	0.756
5	BLOCK C	32,869	0.755
6X	BLOCK C	183,632	4.216

GENERAL NOTES:

1. 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 OR 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 PERPETUAL 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 ENTRYWAYS.
2. ALL "X" LOTS ARE OPEN SPACE LOTS DEDICATED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
3. ENVIRONMENTAL PROTECTION PLAN IS REQUIRED.
4. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
5. AN OPEN SPACE MANAGEMENT PLAN IS REQUIRED.

OWNER/DEVELOPER
GREG ANDERSON
9040 HAWLEY
FORT WORTH, TX 76244
Ph. 436-229-4200
Contact: Greg Anderson

SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057
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144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226
P: 940.240.1012 • F: 940.240.1028
TBPES Firm No. 1798 TBPES Firm No. 10047700



PEPPER CREEK RANCH
in the
94.610 Acres
MCGOWAN & PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

DEVELOPMENT PLAN

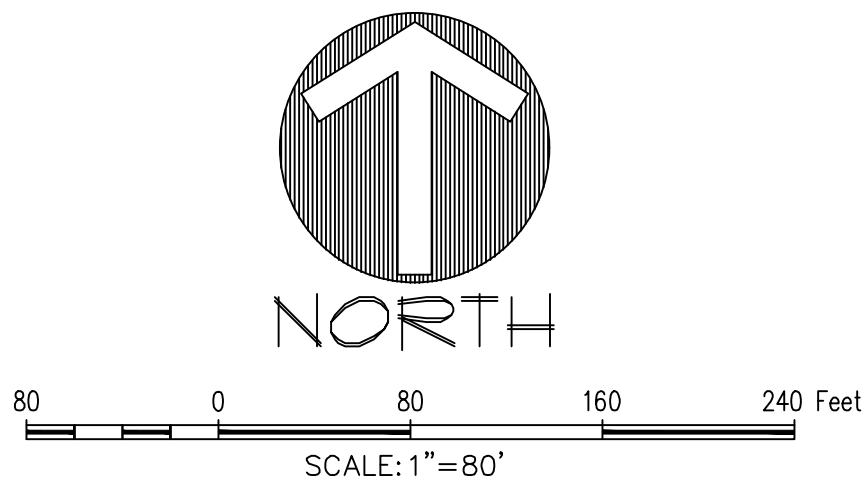
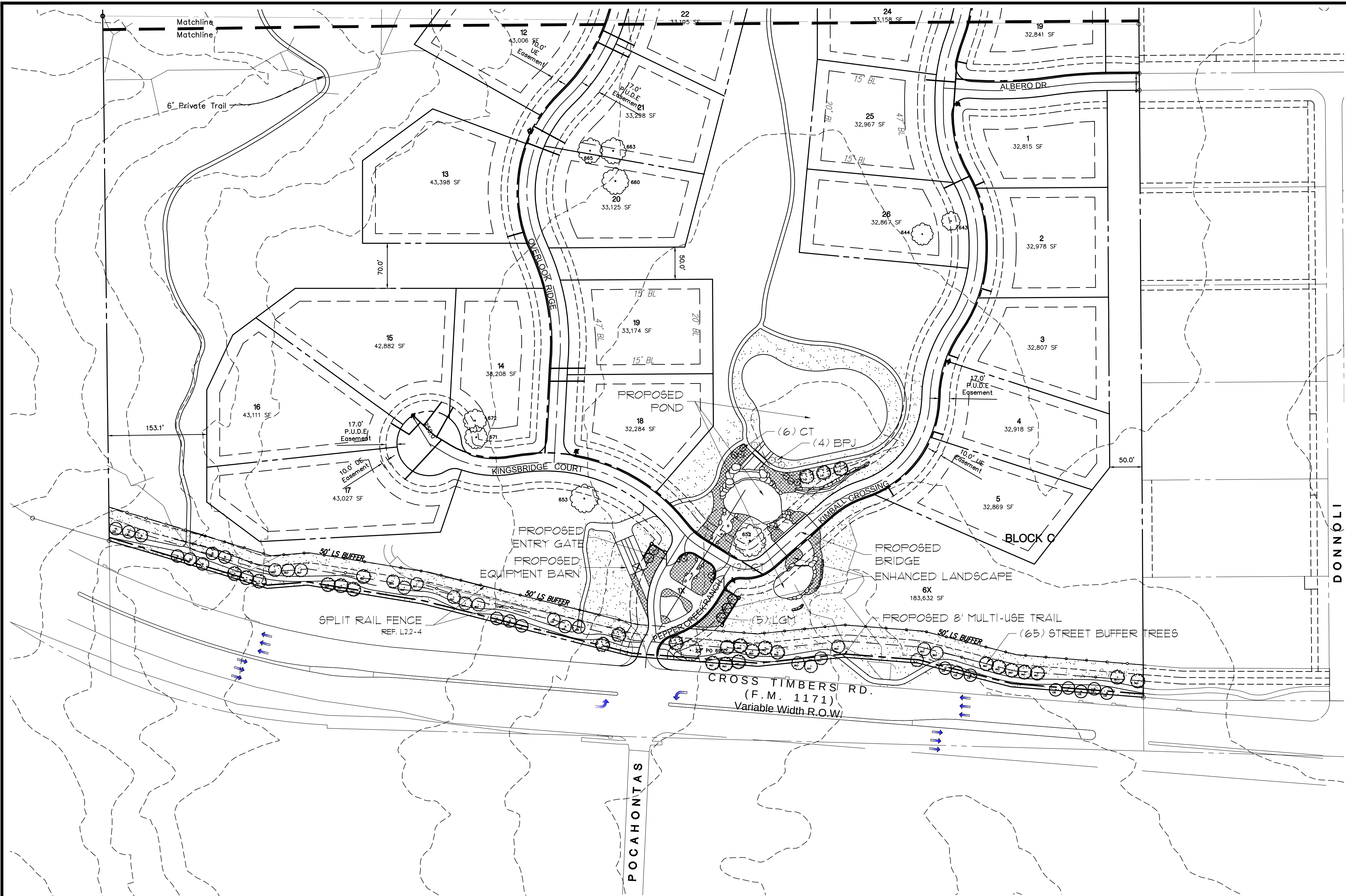
PRELIMINARY PLANS

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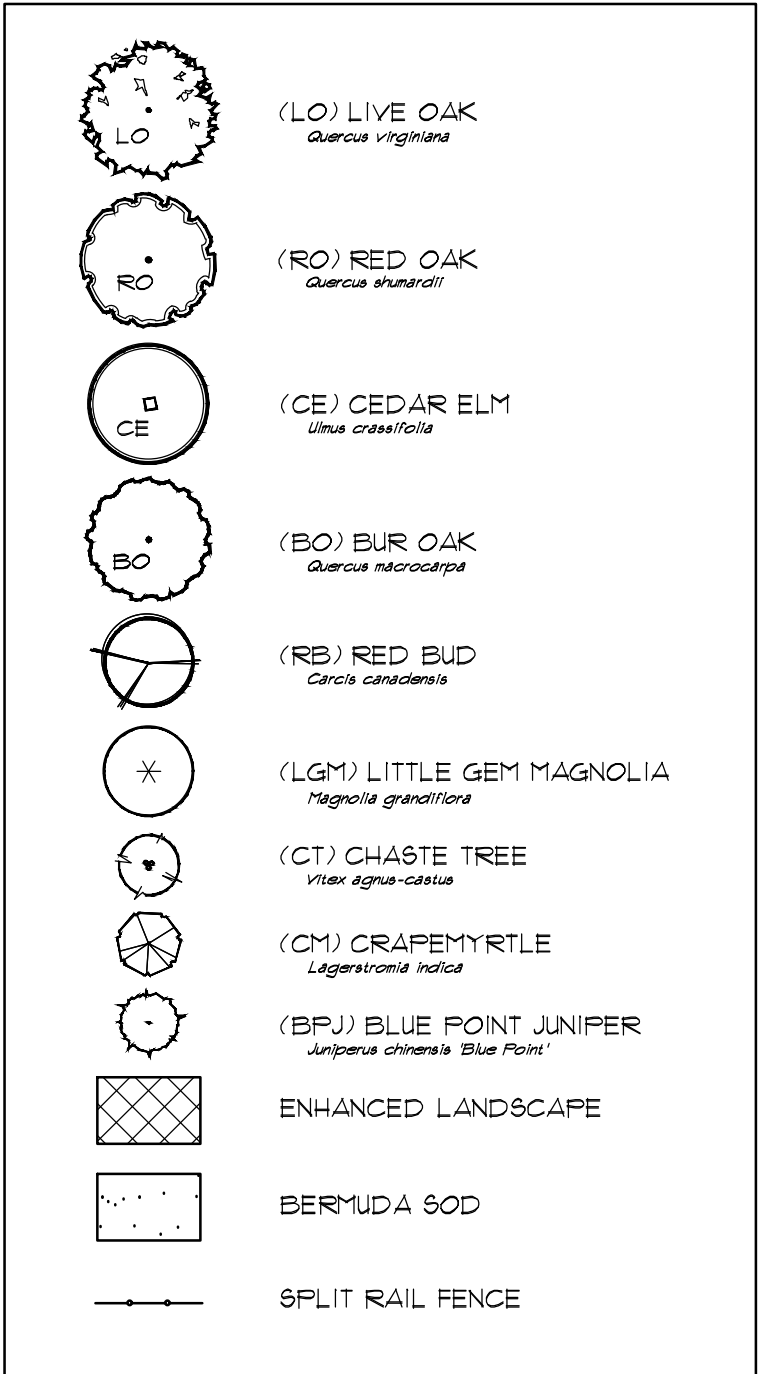
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Date: 01/15/2018
Scale: 1"=80'
Revisions:
02/23/2018
03/23/2018
04/20/2018

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LEGEND



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Pepper Creek Ranch

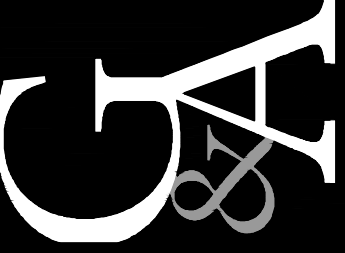
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
FM 1171 - Cross Timbers Rd		50 ft.	Min. 50 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 25 l.f.	FM 1171 - 1,625 l.f.	65 (3" cal.) trees	65 (3" cal.) trees
PERIMETER FENCING			
STANDARD	REQUIRED	PROVIDED	
FM 1171 - Cross Timbers Rd	Perimeter fences required adjacent to ROW of arterial and collector streets.	6' masonry wall and split rail fence	

PLANT LIST

QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
9	LIVE OAK	Quercus virginiana	3" cal.	10'-12'	Per Plan	Single Trunk
22	RED OAK	Quercus shumardii	3" cal.	10'-12'	Per Plan	Single Trunk
22	CEDAR ELM	Ulmus crassifolia	3" cal.	10'-12'	Per Plan	Single Trunk
16	BUR OAK	Quercus muehlenbergi	3" cal.	10'-12'	Per Plan	Single Trunk
5	RED BUD	Cercis canadensis	30gal.	7'-8'	Per Plan	Full
8	CHASTE TREE	Vitex agnus-castus	30gal.	7'-8'	Per Plan	Full
10	LITTLE GEM MAGNOLIA	Magnolia grandiflora	30gal.	7'-8'	Per Plan	Full
3	CRAPEMYRTLE	Lagerstroemia indica	30gal.	7'-8'	Per Plan	Full
4	BLUE POINT JUNIPER	Juniperus chinensis 'Blue Point'	30gal.	6'-8'	Per Plan	Full

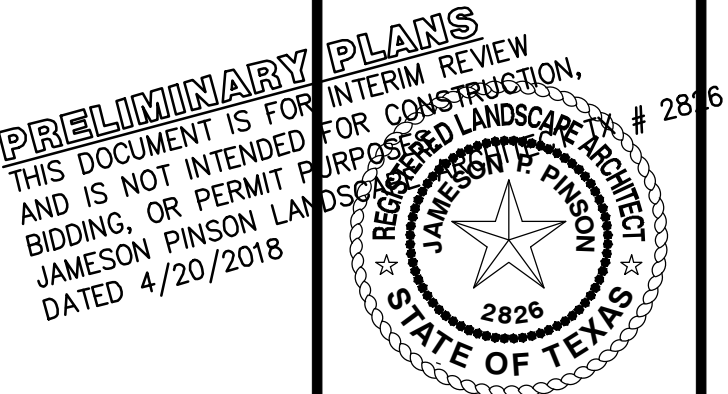
OWNER/DEVELOPER
Greg Anderson
9040 Hawley
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PEPPER CREEK RANCH
94.610 Acres
in the
MCGOWAN & PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT LANDSCAPE
PLAN

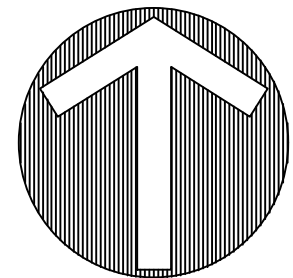
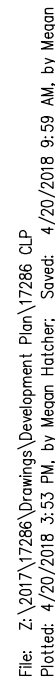


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03/23/2018
04/20/2018

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CLP1

DEVELOPMENT PLAN



NORTH

80 160 240 Feet

SCALE: 1"=80'

LEGEND



(LO) LIVE OAK
Quercus virginiana



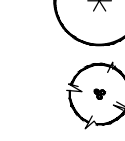
Quercus shumardii



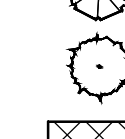
(CE) CEDAR E
Ulmus crassifolia



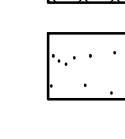
(BB) RED BIRD



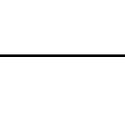
Magnolia grandiflora



(BR) BLUE RA



BERMUDA SOD



OWNER/DEVELOPER
Greg Anderson
9040 Hawley
Fort Worth, TX 76244
Ph. 435-229-4200
Contact: Greg Anderson

**SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE**

GA

PEPPER CREEK RANCH
98.4676 Acres
in the
MADISON & HINDS COUNTY ABSTRACT NO. 9869
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN

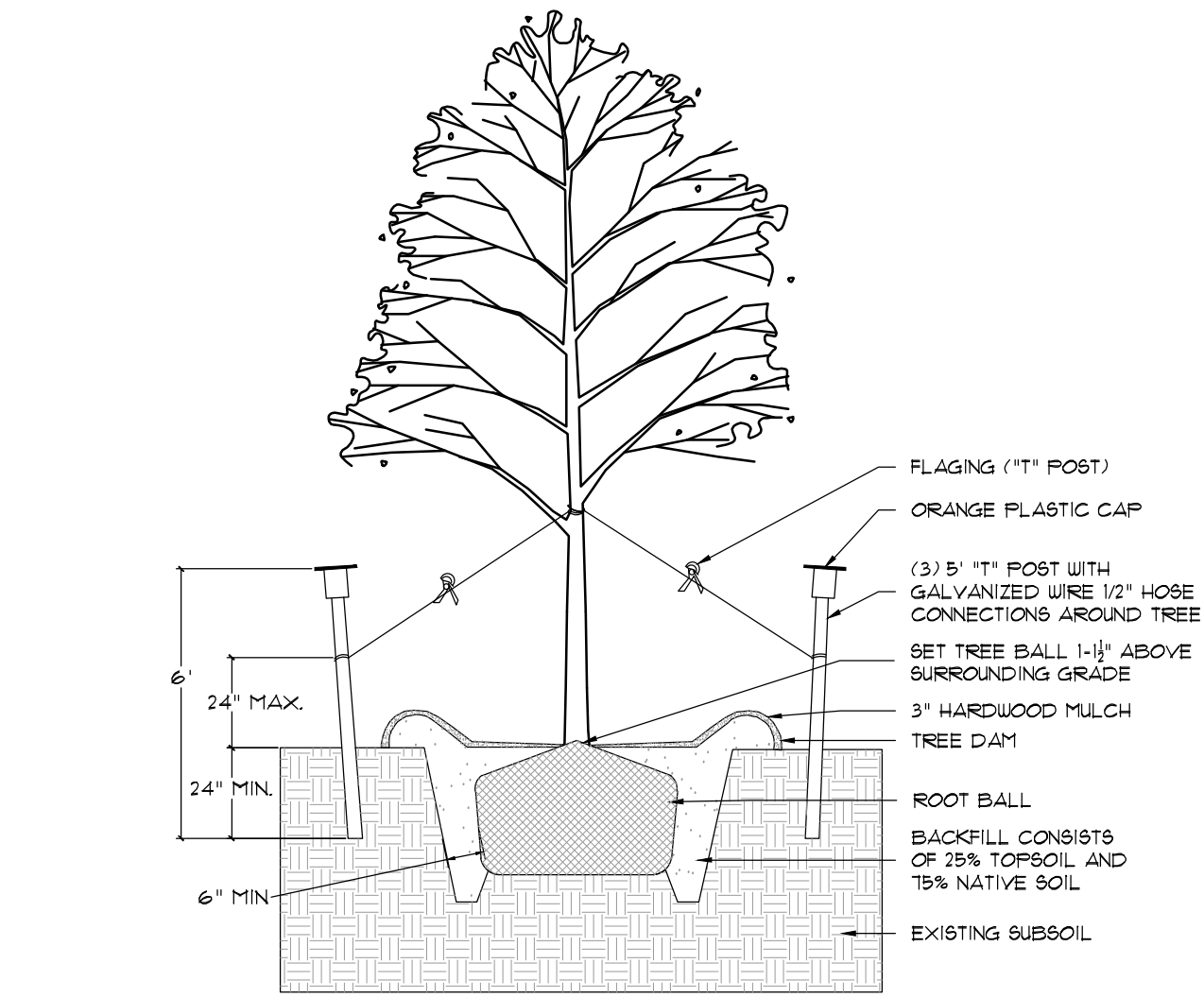
PRELIMINARY PLANS
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AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
2826
DATED 4/20/2018
REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PINSON
2826
S.T. # 2826

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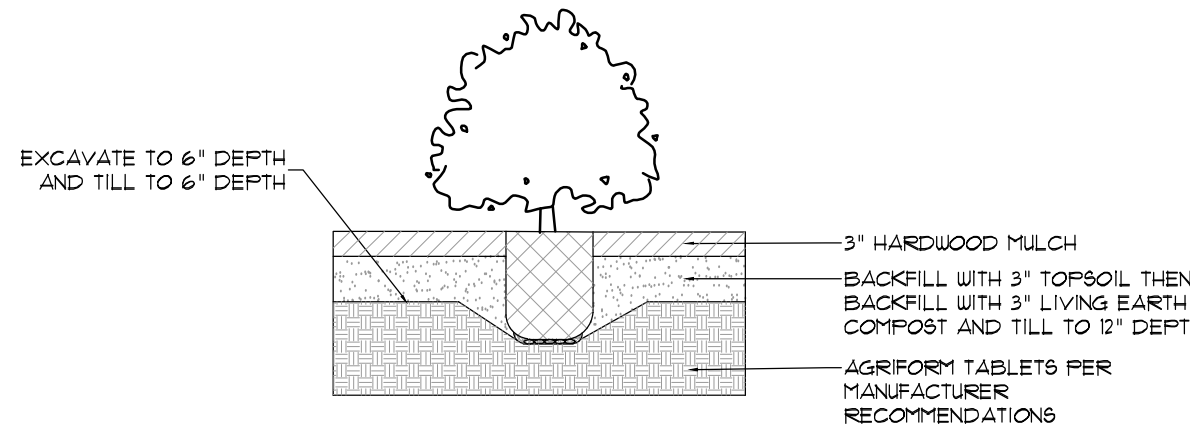
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CLP2

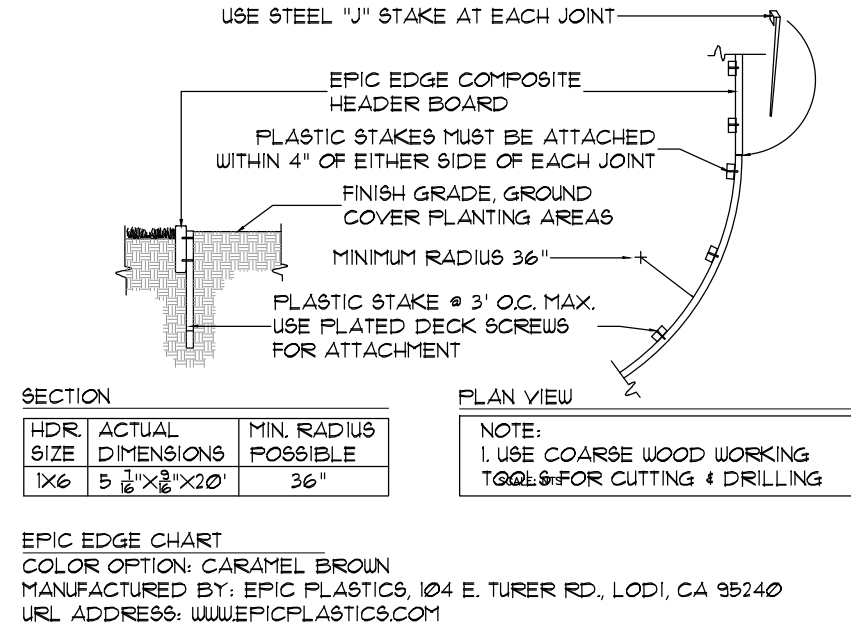
DEVELOPMENT PLAN



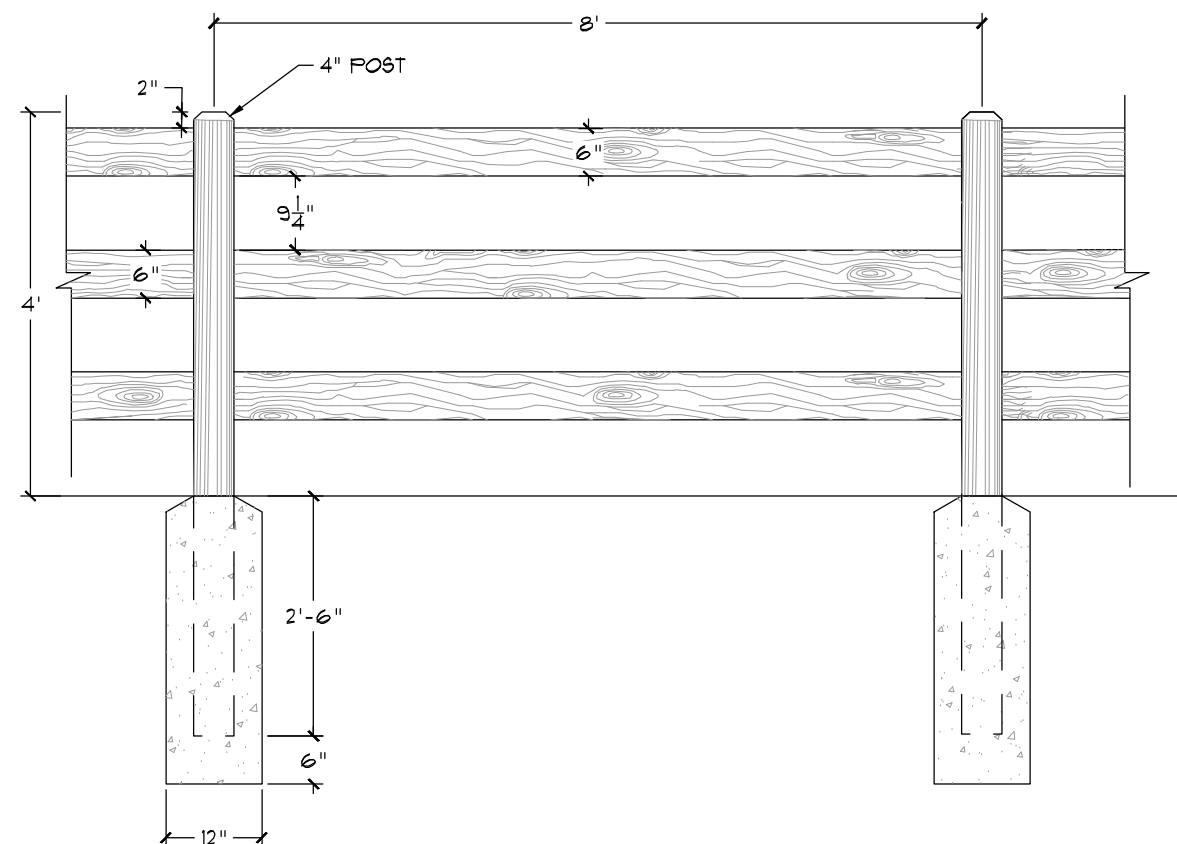
1. TREE STAKING DETAIL
1/4"=1'



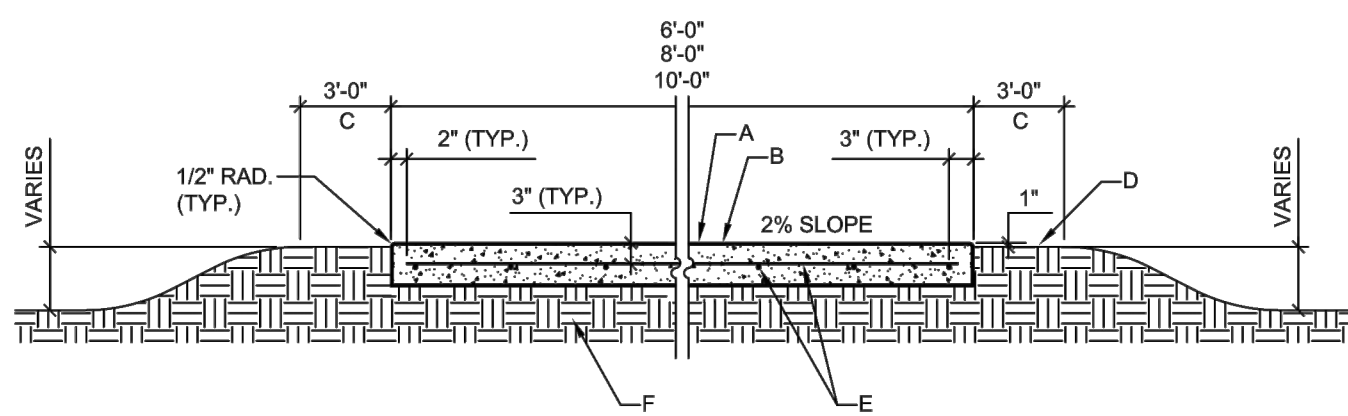
2. SHRUB PLANTING DETAIL
1/2"=1'



3. EPIC EDGE COMPOSITE HEADER BOARD
NTS



4. CEDAR SPLIT RAIL FENCE DETAIL
1/2"=1'



CONCRETE TRAIL SECTION

GENERAL NOTES:

1. GRADE TRAIL WITH DRAINAGE SWALES ON BOTH SIDES AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC WHEN NEEDED. DO NOT GRADE TRAIL OR LOCATE TRAIL IN SITUATIONS THAT IT WILL RECEIVE FLOWS OVER THE TRAIL.
2. THE MATERIALS AND WORKMANSHIP FOR CONCRETE PAVING SHALL BE IN ACCORDANCE WITH N.C.T.C.O.G. SPECIFICATIONS AS MODIFIED BY THE TOWN OF FLOWER MOUND.
3. CONSTRUCTION JOINT SPACING SHALL BE WIDTH OF TRAIL.
4. CONSTRUCTION JOINTS AT LOCATIONS WHERE TRAIL AND WALL ARE MONOLITHIC SHALL HAVE THE JOINT CONTINUOUS ACROSS THE TRAIL, TOP OF WALL, AND FACE OF WALL.
5. DO NOT ASSUME A CUT AND FILL BALANCE. INSTALL TRAIL ALONG EXISTING GRADE WHEREVER POSSIBLE. CREATE DRAINAGE SWALES AND CONDUIT UNDER TRAIL WHEN NECESSARY TO AVOID DRAINING OVER THE TRAIL. HOLD TO 2% CROSS SLOPE FOR DRAINAGE AND NO MORE THAN 5% SLOPE ALONG TRAIL ALIGNMENT.

CONSTRUCTION NOTES:

- A. 5 1/2" THICK 3600 PSI CONCRETE TRAIL
- B. HEAVY BROOM FINISH
- C. RESEED ALL DISTURBED AREA WITH APPROPRIATE SEASONAL GRASS
- D. FINISH GRADE
- E. #3 BARS 1'-6" O.C. (MAX.) BOTH WAYS
- F. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

DOWELED EXPANSION JOINTS

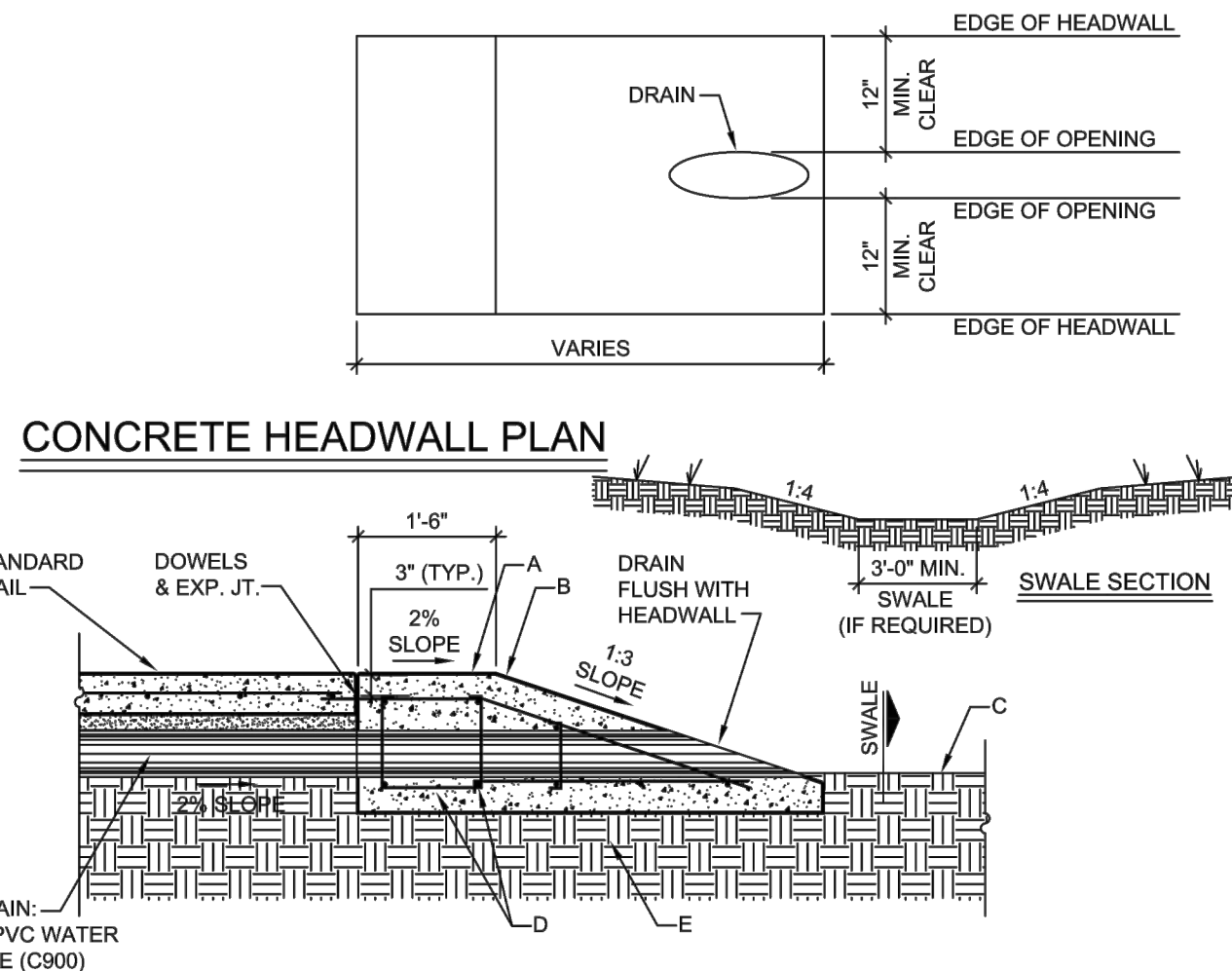
GENERAL NOTES:

1. LOCATE DOWELED EXPANSION JOINTS ON 30'-0" CENTERS (MAX.).
2. USE #4 SMOOTH DOWEL 1'-6" LONG & LUBRICATED ON ONE END.
3. INSTALL REDWOOD EXPANSION JOINT 1/2" BELOW FINISHED GRADE OF TRAIL. FILL DOWELED EXPANSION JOINTS WITH SILICONE JOINT SEALANT DOW CORNING 880 SL, OR APPROVED EQUAL, GREY IN COLOR.



PARKS & RECREATION CONSTRUCTION DETAILS
6'-0", 8'-0", 10'-0" WIDE
MULTI-USE CONCRETE TRAIL
NOT TO SCALE

DATE: MAY 2015
SHEET: 1 OF 1
SHEET: P-1



CONCRETE HEADWALL SECTION

GENERAL NOTES:

1. GRADE TRAIL WITH DRAINAGE SWALES ON BOTH SIDES AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC AS DIRECTED.

CONSTRUCTION NOTES:

- A. 3600 PSI CONCRETE
- B. HEAVY BROOM FINISH
- C. FINISH GRADE - CUT SWALE TO DRAIN (MIN. 3%)
- D. #3 BARS 1'-6" O.C. (MAX.) BOTH WAYS
- E. COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

DOWELED EXPANSION JOINTS

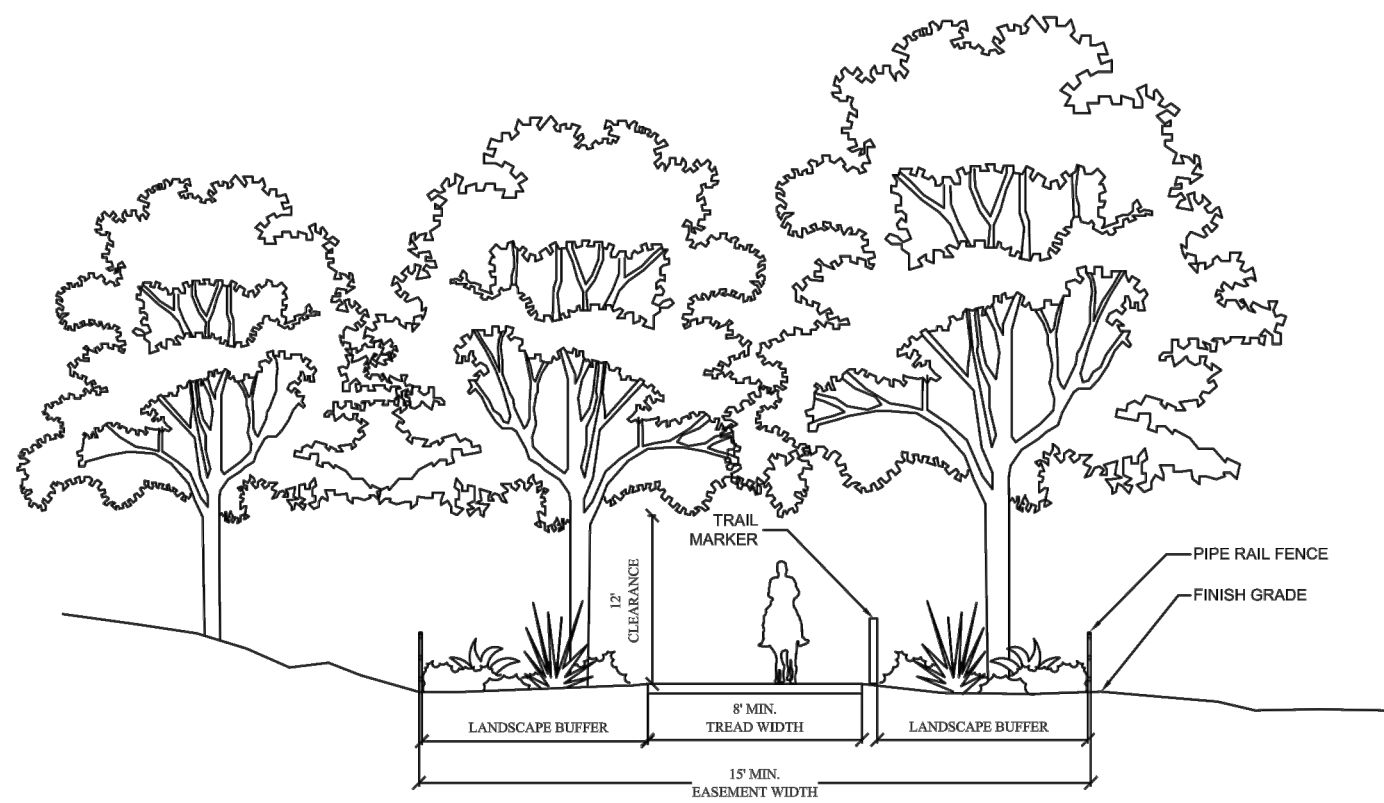
GENERAL NOTES:

1. LOCATE DOWELS (FOR EXPANSION JOINTS) ON 1'-0" CENTERS (MAX.).
2. USE #4 SMOOTH DOWEL 1'-6" LONG & LUBRICATED ON ONE END.
3. INSTALL REDWOOD EXPANSION JOINT 1/2" BELOW FINISHED GRADE OF TRAIL. FILL DOWELED EXPANSION JOINTS WITH SILICONE JOINT SEALANT DOW CORNING 880 SL, OR APPROVED EQUAL, GREY IN COLOR.



PARKS & RECREATION CONSTRUCTION DETAILS
MULTI-USE TRAIL CONCRETE HEADWALL
NOT TO SCALE

DATE: MAY 2015
SHEET: 1 OF 1
SHEET: P-2



EQUESTRIAN TRAIL SECTION

GENERAL NOTES:

1. GRADE TRAIL FOR POSITIVE DRAINAGE AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC WHEN NEEDED.
2. THE TRAIL MAY REQUIRE EROSION CONTROL METHODS TO BE IMPLEMENTED WHERE IT CROSSES BELOW GRADE CROSSINGS. CONTRACTOR TO INFORM THE TOWN OF ANY AREAS WITHIN THE TRAIL EASEMENT THAT MAY REQUIRE ADDITIONAL EROSION CONTROL DUE TO POTENTIAL DRAINAGE FLOW OVER THE TRAIL.
3. MEANDERING THE TRAIL ALIGNMENT IS PREFERRED WHEN POSSIBLE.
4. LANDSCAPE BUFFER TO BE A MINIMUM OF 5 FEET. PIPE RAIL FENCING NOT REQUIRED IN AREAS WHERE A LANDSCAPE BUFFER IS PROVIDED.
5. ALL EQUESTRIAN TRAIL ALIGNMENT, FENCING LOCATIONS AND LANDSCAPE BUFFER DESIGN AND LAYOUT SHALL BE REVIEWED AND APPROVED BY THE TOWN PRIOR TO ANY CONSTRUCTION.
6. PIPE RAIL FENCING SHALL BE PER DETAIL P-4.
7. TRAIL MARKERS SHALL BE CARBONITE HIGH PERFORMANCE ROAD MARKERS, BROWN IN COLOR, OR APPROVED EQUAL. THE TRAIL MARKERS ARE TO BE PLACED ON ONE SIDE OF THE TRAIL AND PLACEMENT TO BE REVIEWED AND APPROVED BY THE TOWN PRIOR TO ORDERING ANY MATERIAL.
8. IRRIGATION HEADS ARE PROHIBITED WITHIN THE EQUESTRIAN TRAIL EASEMENT. THE IRRIGATION PLAN MUST BE REVIEWED AND APPROVED BY THE TOWN PRIOR TO ANY INSTALLATION. OVERSPRAY OF THE EQUESTRIAN TRAIL IS ALLOWED TO ACCOMPLISH FULL COVERAGE OF THE LANDSCAPED AREA.
9. MUST PROVIDE A 12 FOOT HEIGHT CLEARANCE AND AN 8' WIDTH CLEARANCE OF ANY OBSTRUCTIONS WITHIN THE EASEMENT.



PARKS & TRAILS CONSTRUCTION DETAILS
15' WIDE EQUESTRIAN TRAIL EASEMENT
NOT TO SCALE

DATE: MAY 2015
SHEET: 1 OF 1
SHEET: P-5

5. MULTI-USE CONCRETE TRAIL
NTS

6. MULTI-USE TRAIL CONCRETE HEADWALL
NTS

7. 15' WIDE EQUESTRIAN TRAIL EASEMENT
NTS

OWNER/DEVELOPER
Greg Anderson
9040 Hawley
Fort Worth, TX 76244
Ph. 435-229-4200
Contact: Greg Anderson

17286

CLP3

CONCEPT LANDSCAPE
PLAN

PEPPER CREEK RANCH

94.610 Acres
in the
MCGOWAN & PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

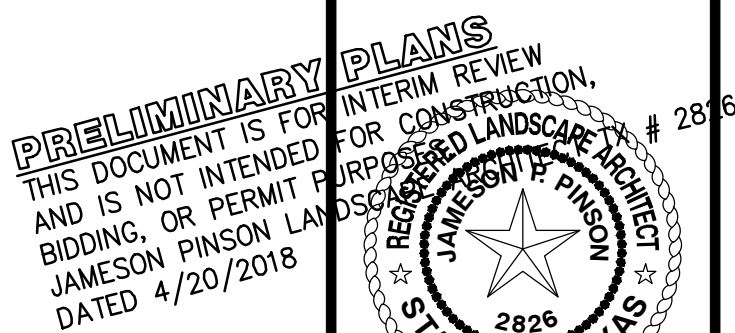
SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE



111 Hillside Drive • Lewisville, TX 75057
P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226
P: 940.240.1012 • F: 940.240.1028
TBPES Firm No. 1798 TBPES Firm No. 10047700

PEPPER CREEK RANCH

DEVELOPMENT PLAN



Drawn By: MH
Date: 01/15/2018
Scale: #####
Revisions:
02/23/2018
03/23/2018
04/20/2018

Town Council Future Agenda Items



SCHEDULED	6/4/2018	Presentation	Proclamation honoring Women Veterans
		Presentation	Christian Community Action (CCA) & Recycle 2 Support Textiles Recycling Program for Flower Mound
		Consent	Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2018; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a nomination of a candidate for appointment to the Denco Area 9-1-1 District Board of Managers.
		Consent	Consider approval of change order number one for an increase of \$51,789.00, and final acceptance of the Heritage Park of Flower Mound Phase III project, with Northstar Construction LLC, authorization for final payment in the amount of \$166,274.51; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an Interlocal Agreement with the Town of Argyle, for Argyle to utilize a Flower Mound sanitary sewer main, for the transportation of sewage produced from, plus or minus 92 residential lots, located in the Canyon Falls subdivision, in either Argyle or the extraterritorial jurisdiction of Argyle to the Trinity River Authority (TRA) Meter Station 3.OGG.
		Consent	Consider approval of the award of Best Value Bid No. 2018-56-A Municipal Grounds Maintenance to American Landscape Systems, Inc
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017 and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17 for adjustments to the General Fund, Parks and Recreation Special Activities Fund, Hotel Occupancy Tax Fund, Vehicle and Equipment Replacement Fund, and Technology Replacement Fund.
		Regular	Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2018A, in the principal amount not to exceed \$26,120,000.
	6/18/2018	Presentation	Certificate of Appreciation for the State Champions FMHS Water Polo Team
		Presentation	Proclamation for National Parks and Recreation Month
		Consent	2017-18 CIP Amendment 4.

SCHEDULED	6/18/2018	Consent	FM2499 at Gerault Corp Permit PSA.
		Consent	Town Lake Flower Mound Road Development Agreement
		Consent	Old Gerault Road Improvement Development Agreement.
		Consent	Consider approval of an amendment to the Development Agreement with Elan Flower Mound Venture, LLC for the construction of Northwood Drive associated with the Elan Flower Mound commercial development; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Pink Evening Primrose Trail - Segment 1 Construction Award.
		Consent	Consider approval of an Interlocal Cooperative Agreement with Denton County for the construction of Denton Creek Boulevard Bridge; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Library Expansion Construction Manager at Risk.
		Consent	Firewheel Drive Construction Award.
	6/26/2018	Regular	Consider approval of an ordinance canvassing returns and declaring results of a runoff election held June 16, 2018, for the purpose of electing a Mayor, and providing an effective date.
	7/16/2018	Consent	Lakeside Lift Station and Force Main Change Order No. 4 and Final Acceptance.
		Consent	Firewheel Drive Testing Award.
		Consent	Old Gerault Road 12-Inch Water Line Development Agreement.
		Consent	Churchill Drive & Yucca Drive Reconstruction Construction Award.
	8/6/2018	Consent	Churchill Dr & Yucca Dr Testing Award.
		Consent	Flower Mound Storage Warehouse - Construction Award.
	8/20/2018	Consent	Skillern Road Construction Award.
		Consent	Skillern Road Testing Award.
		Consent	US 377 @ Canyon Falls Traffic Signal Construction Award.
	9/4/2018	Consent	High Road Water Line Replacement Phase I - Construction Award.
		Consent	High Road Water Line Replacement Phase I - Testing Award.

SCHEDULED	9/17/2018	Consent	Bakers Branch Interceptor Phase II - Construction Award.
		Consent	Bakers Branch Interceptor Phase II - Testing Award.
	10/1/2018	Consent	WWTP Phase IV CO & Final Acceptance.
	10/15/2018	Consent	Library Expansion Construction Award (GMP).
	11/5/2018	Consent	Fire Station #7 Construction Award
	11/19/2018	Consent	Library Expansion Testing Award.
		Consent	Fire Station #7 Testing Award.