

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

7/16/2018

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

6:00 P.M.

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

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

A. **CALL MEETING TO ORDER**

B. **INVOCATION**

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

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

D. **PUBLIC COMMENT**

To address the Council fill out a [comment form](#), available in the Town Hall on the night of the meeting, and turn it in to the Town Secretary prior to 6:10 p.m. Speakers are limited to 3 minutes, however this can be adjusted by the Mayor.

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972-874-6000 during business hours.

E. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

F. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

G. **FUTURE AGENDA ITEMS**

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

H. **COORDINATION OF CALENDARS**

1. The Strategic Planning Session will be held on July 17, 4:00 p.m., at the Town of Flower Mound Operations and Maintenance facility located at 201 Spinks Rd.
2. A regular meeting is a scheduled for Monday, August 6.

I. **CONSENT AGENDA - Consent Items**

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

1. **Minutes 6/26-** Consider approval of the minutes from a regular meeting of the Town Council held on June 26, 2018.
2. **Denton County ILA - Tax Collection-** Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2018, and ending September 30, 2019, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
3. **Denton County ILA - PID Collection-** Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2018, and ending September 30, 2019, subject to renewal for an additional one-year term; and authorization for the Mayor to execute same on behalf of the Town.
4. **FY 17-18 Third Budget Amendment-** Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17 and 20-18 for adjustments to the General Fund and Utility Fund.
5. **Vehicle Purchase-Police Services-** Consider approval of the purchase of two (2) New 2018 Ford Interceptor/Explorer SUV Vehicles per Town of Flower Mound Specifications from Sam Pack's Five Star Ford and the purchase of Upfit Equipment/Installation for the vehicles from Defender Supply for the Police Services Department in the amount of \$70,780.00.
6. **Asphalt Overlay Contract-** Consider approval of an increase to the annual purchase contract for asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#16112) from an estimated total of \$225,000.00 to an estimated total of \$350,000.00.
7. **Library Design Amendment 1-** Consider approval of Amendment No. 1 to the Professional Services Agreement with Komatsu Architects, Inc., for the Library Expansion project, at a cost of \$22,000.00; and authorization for the Mayor to execute same on behalf of the Town.
8. **Northwood Dr. Development Agreement-** 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, for a payment of \$154,315.00; and authorization for the Mayor to execute same on behalf of the Town.
9. **Old Gerault Rd. Development Agreement-** Consider approval of a Development Agreement with Duke Realty Limited Partnership, for the construction of Town infrastructure associated with the PPG - Lakeside Ranch commercial development; and authorization for the Mayor to execute same on behalf of the Town.
10. **Townlake Development Agreement-** Consider approval of a Development Agreement with Toll Brothers, Inc., for the construction of a Left Turn Lane and Water Line, with the Townlake Phase Two residential development; and authorization for the Mayor to execute same on behalf of the Town.

11. **School Zones Speed Limits-** Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets for reduced school speed zones for the Lewisville Independent School District locations.
12. **Lakeside Lift Station - Final-** Consider approval of Change Order No. 4 and final acceptance of the Lakeside Lift Station and Force Main project, amending the contract with North Texas Contracting, for an increase to the contract in the amount of \$600.00, authorization of final payment to North Texas Contracting, in the amount of \$114,355.36; and authorization for the Mayor to execute same on behalf of the Town..
13. **Shuttle Bus Agreement-** Consider approval of a Charter Service Agreement with Durham School Services, L.P., in an annual amount not-to-exceed \$20,000, to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.

J. REGULAR ITEMS

14. **Certificates of Obligation-** Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2018A, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.
15. **Public Hearing-MPA-Johnson-Reddy-** Public Hearing to consider a request for a Master Plan Amendment (MPA18-0005 – Johnson-Reddy Property) to remove conditions outlined in Section 4 of Ordinance No. 64-02, and depicted on Exhibit B thereto, which accompanied the change in land use designation, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and east and west of Auburn Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 9, 2018, meeting.)
16. **Public Hearing-ZPD-Johnson-Reddy-** Public Hearing to consider a request for rezoning (ZPD17-0017 - Johnson-Reddy Property) to amend Planned Development District No. 72 (PD-72) by modifying the existing development standards and zoning/master plan exhibit located within Ordinance No. 65-02, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and east and west of Auburn Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 9, 2018, meeting.)
17. **Public Hearing-ZPD-Goddard School-** Public Hearing to consider a request for rezoning (ZPD18-0003 – Goddard School at Orchard Flower) to amend Planned Development District No.120 (PD-120) with Single-Family District-5 (SF-5) and Retail District-2 (R-2) uses, to modify the conceptual plans and elevations for the non-residential portion, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane. (The Planning and Zoning Commission moved to recommend approval by a vote of 6 to 0 at its July 9, 2018, meeting)

Town Council Meeting Agenda

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

Executive Conference Room

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

L. **CLOSED MEETING**

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

- a. Consultation with attorney as follows:
 1. Overhead utility lines regulations
- b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: **Board of Adjustment/Oil & Gas Board of Appeals**, Community Development Corporation, and **Planning and Zoning Commission**.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

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

M. **RECONVENE TO REGULAR MEETING**

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

N. **ADJOURN MEETING**

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: July 13, 2018, at 11:40 a.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: July 16, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on June 26, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on June 26, 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 June 26, 2018.

FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 26, 2018**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 26TH DAY OF JUNE, 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 (Items A – E)
Steve Dixon	Mayor (Items F – M)
Jason Webb	Mayor Pro Tem (arrived at 6:20 p.m.)
Claudio Forest	Deputy Mayor Pro Tem
Sandeep Sharma	Councilmember Place 2
Kevin Bryant	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager

A. CALL MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:00 p.m.

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

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

D. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on June 18, 2018.

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on June 18, 2018.

2. 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.

DRAFT MOTION: Move to approve 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.

ORDINANCE NO. 21 -18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A RUNOFF ELECTION HELD JUNE 16, 2018, FOR THE PURPOSE OF ELECTING A MAYOR, OF THE TOWN OF FLOWER MOUND, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Bryant moved to approve by consent Items 1 – 2. Deputy Mayor Pro Tem Forest seconded the motion. Each item, as approved by consent, is restated above along with the approved draft motion, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: FOREST, ENGEL, BRYANT, SHARMA****NAYS: NONE****ABSENT: WEBB****E. RECOGNITION OF AND ANNOUNCEMENT FROM OUTGOING MAYOR**

Mayor Hayden offered remarks regarding his years of service on Council, and members of the public and Town Council offered comments and expressed appreciation for his service.

F. ADMINISTER OATHS OF OFFICE AND ISSUE CERTIFICATES OF ELECTION TO NEWLY ELECTED MAYOR STEVE DIXON

Ms. Scott administered the Oath of Office to newly elected Mayor, Steve Dixon. Mayor Hayden presented him with a Certificate of Election.

G. ANNOUNCEMENT FROM NEWLY ELECTED MAYOR

Mayor Dixon offered remarks regarding being elected mayor.

H. PUBLIC PARTICIPATION

Administrative Note: This item was moved after item D on the agenda by Mayor Hayden. In addition, Mayor Dixon provided an opportunity for public participation after item G.

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.	Paul Stone, 4100 Broadway, Apt 11111	Peace and Love
2.	Paul Perez, 1500 Holly Oak Ct	Thank you to outgoing Mayor Hayden

I. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events

Councilmember Bryant announced the Town's Independence Fest on July 4th.

J. TOWN MANAGER REPORT

No report.

K. FUTURE AGENDA ITEMS

There were no request for future agenda items.

L. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

Mayor Dixon announced the following future meetings:

1. The next Town Council regular meeting will be held on July 16.
2. The Strategic Planning Session will be held on July 17, 4:00 p.m., at the Town of Flower Mound Operations and Maintenance facility located at 201 Spinks Rd

M. ADJOURN MEETING

Mayor Dixon adjourned the meeting at 7:28 p.m. on Monday, June 26, 2018, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR
For items A - E

STEVE DIXON, MAYOR
For items F - M

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: July 16, 2018

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2018, and ending September 30, 2019, subject to renewal for an additional one-year term; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Since 1994, the Town has maintained an interlocal cooperation agreement that allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the Town. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The estimated cost of \$31,950 is expected to be paid to Denton County for fiscal year 2018-2019 for these services.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$31,950

Proposed Expenditure:	Account Number(s):
\$31,950	100-650-54200-5110

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

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

ATTACHMENTS:

1. Interlocal Cooperation Agreement – Tax Collections

DRAFT MOTION: Move to approve an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2018, and ending September 30, 2019, subject to renewal for an additional one-year term; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND
Town of Flower Mound**

THIS AGREEMENT is made and entered into this 16th
day of July 2018, by and between **DENTON COUNTY**, a political
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the
City/Town of Town of Flower Mound, Denton County, Texas, also a political
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

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

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

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

I.

The effective date of this Agreement shall be the 1st day of October, 2018. The term of this Agreement shall be for a period of one year, from October 1, 2018, to and through September 30, 2019. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2018 or the first Monday of September 2018 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

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

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in the **MUNICIPALITY** for ad valorem tax collection for tax year 2018, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

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

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

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

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

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

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

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

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

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

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

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2019.

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

basis through September 30, 2019. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

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

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

III.

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

IV.

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

V.

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

VI.

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

VII.

For the services rendered during the 2018 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10, 2018 or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2018 tax rate by September 29, 2018. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2018 will cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2018, it may cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2019. The fee for this service will be a rate not to exceed **\$1.00** per statement.

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

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

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

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

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$1.00** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

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

\$1.00 x the total number of parcels listed on **MUNICIPALITY's**

September 30, 2018 **end of year Tax Roll for tax year 2017.**

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

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

VIII.

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

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

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

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2019. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

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

IX.

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

X.

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

XI.

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

COUNTY:

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

MUNICIPALITY:

The City of Town of Flower Mound

Address: 2121 Cross Timbers Road

City, State, Zip: Flower Mound, TX 75028

Telephone: 972-874-6020 Email: debra.wallace@flower-mound.com

XII.

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

XIII.

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

XIV.

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

Executed in triplicate originals this, 16th day of July 2018 .

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

MUNICIPALITY

Town/City: Flower Mound
Address: 2121 Cross Timbers Road
City, State, Zip: Flower Mound, TX 75028

BY: _____
Name: Steve Dixon
Title: Mayor

ATTEST:

BY: _____
Name Theresa Scott
Title Town Secretary

APPROVED AS TO FORM:

Name
Denton County Assistant
District Attorney



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: July 16, 2018

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17 and 20-18 for adjustments to the General Fund and Utility Fund.

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

General Fund

This budget amendment increases revenues in the General Fund by \$15,807 for a private donation to the Fire and Emergency Services department.

This budget amendment increases expenditures by \$33,807 in the General Fund. The Administrative Services department will increase by \$18,000 for expenses related to the recovery of lamps, ballasts and batteries from the old Town Hall. Once employees move out of the old Town Hall, these items will need to be removed and recycled before the building is demolished. The Fire and Emergency Services department will increase by \$15,807 for the purchase of a chest compression system. The Chest Compression System is a tool that is capable of providing mechanically controlled CPR chest compressions to sustain a higher blood flow to the brain and heart as compared to manual compressions. In addition, it allows our personnel to be restrained in a moving vehicle while the machine continues to perform the chest compressions. The machine will also continue the lifesaving compressions without pause while the patient is being transported down stairs, through doorways or being loaded in the ambulance.

Utility Fund

In the Utility Fund, expenditures will increase by \$63,370. \$20,000 will be transferred from Non-departmental to Public Works to cover the unanticipated overage in Public Works ULM- Sewer Line. Numerous unforeseen sewer line repairs caused the division to be over budget. The Public Works Maintenance division will increase by \$63,370 to cover the cost of a new raw sewage pump at the wastewater treatment facility. In February 2018 it was determined that raw water pump #4 was pumping at a very low level. Inspection of the equipment determined that the impeller had sustained sufficient wear and tear to reduce pump performance to an unacceptable level. This equipment is vital to pumping raw sewage into the treatment plant from the collection system. Because this pump is 15 years old, staff elected to replace it. The new pump also addresses increased flow demands as it is 10 HP larger than the damaged pump.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:	Account Number(s):
\$ 15,807	100-4720 Contributions/ Memorials
<u>\$ 15,807</u>	
Proposed Expenditure	Account Number(s):
\$ 18,000	100-655-59200-5110 Administrative Services: Facilities
15,807	100-660-61000-6190 Fire and Emergency Services: EMS
(20,000)	200-680-83000-5230 Utility Fund: Non-departmental
20,000	200-690-92330-2020 Public Works: ULM- Sewer Line
<u>63,370</u>	200-690-92420-4308 Public Works: Maintenance
<u>\$ 97,177</u>	

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

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

ATTACHMENTS:

1. Proposed Ordinance

DRAFT MOTION: Move to approve an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017 and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17 and 20-18 for adjustments to the General Fund and Utility Fund.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2017, AND ENDING ON SEPTEMBER 30, 2018, AS ADOPTED BY ORDINANCE NO. 33-17 AND AMENDED BY ORDINANCE NO. 46-17 AND 20-18, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND AND UTILITY FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, said Annual Budget was amended by Ordinance No. 46-17 on December 18, 2017 and by Ordinance No. 20-18 on June 4, 2018; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as heretofore adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17 and 20-18, is hereby amended to provide for adjustments to the General Fund and Utility Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

ORDINANCE NO. _____

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

ORDINANCE NO. _____

PAGE 3

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 16th DAY OF JULY,
2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

ORDINANCE NO. _____

PAGE 4

EXHIBIT "A"

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

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, revenues will increase by \$15,807, from \$61,767,652 to \$61,783,459 for a private donation to the Fire and Emergency Services department. Expenditures will increase by \$33,807, from \$63,722,727 to \$63,756,534. The Administrative Services department will increase by \$18,000 for expenses related to the recovery of lamps, ballasts and batteries from the old Town Hall. Once employees move out of the old Town Hall, these items will need to be removed and recycled before the building is demolished. The Fire and Emergency Services department will increase by \$15,807 for the purchase of a chest compression system. The Chest Compression System is a tool that is capable of providing mechanically controlled CPR chest compressions to sustain a higher blood flow to the brain and heart as compared to manual compressions. In addition, it allows our personnel to be restrained in a moving vehicle while the machine continues to perform the chest compressions. The machine will also continue the lifesaving compressions without pause while the patient is being transported downstairs, through doorways or being loaded in the ambulance.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 50,729,104	\$ 50,729,104	\$ 50,729,104	\$ -
Charges for Services	3,328,305	3,328,305	3,328,305	-
Licenses and Permits	2,287,100	2,287,100	2,287,100	-
Fines and Forfeits	892,170	892,170	892,170	-
Investment Earnings	120,000	120,000	120,000	-
Intergovernmental Revenue	648,930	648,930	648,930	-
Other Revenue	3,662,043	3,762,043	3,777,850	15,807
Total	\$ 61,667,652	\$ 61,767,652	\$ 61,783,459	\$ 15,807
Expenditures:				
Town Manager's Office	\$ 1,355,499	\$ 1,683,854	\$ 1,683,854	\$ -
Legislative Services	465,385	484,385	484,385	-
Development Services	2,290,850	2,290,850	2,290,850	-
Community Services	9,629,261	9,804,330	9,804,330	-
Police Services	13,465,283	13,723,699	13,723,699	-
Financial Services	3,610,354	3,511,078	3,511,078	-
Administrative Services	5,686,005	5,955,905	5,973,905	18,000
Fire and Emergency Services	13,188,451	14,155,051	14,170,858	15,807
Communications	698,229	698,229	698,229	-
Non-Departmental Services	4,959,500	4,959,500	4,959,500	-
Public Works	4,776,599	4,902,599	4,902,599	-
Environmental Services	1,545,247	1,553,247	1,553,247	-
Total	\$ 61,670,663	\$ 63,722,727	\$ 63,756,534	\$ 33,807

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, expenditures will increase by \$63,370, from \$43,396,642 to \$43,460,012. \$20,000 will be transferred from Non-departmental to Public Works to cover the unanticipated overage in Public Works ULM- Sewer Line. Numerous unforeseen sewer line repairs caused the division to be over budget. The Public Works Maintenance division will increase by \$63,370 to cover the cost of a new raw sewage pump at the wastewater treatment facility. In February 2018 it was determined that raw water pump #4 was pumping at a very low level. Inspection of the equipment determined that the impeller had sustained sufficient wear and tear to reduce pump performance to an unacceptable level. This equipment is vital to pumping raw sewage into the treatment plant from the collection system. Because this pump is 15 years old, we elected to replace it. The new pump also addresses increased flow demands as it is 10 HP larger than the damaged pump.

<u>Utility Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Development Services	\$ 473,963	\$ 473,963	\$ 473,963	\$ -
Financial Services	1,630,713	1,630,713	1,630,713	-
Non-Departmental Services	11,617,299	11,617,299	11,597,299	(20,000)
Public Works	29,674,667	29,674,667	29,758,037	83,370
Total	\$ 43,396,642	\$ 43,396,642	\$ 43,460,012	\$ 63,370



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: July 16, 2018

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2018, and ending September 30, 2019, subject to renewal for an additional one-year term; and authorization for the Mayor to execute same on behalf of the Town.

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

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

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

LEGAL REVIEW: Rob Allibon of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Interlocal Cooperation Agreement as to form and legality.

ATTACHMENTS:

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

DRAFT MOTION: Move to approve an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2018, and ending September 30, 2019, subject to renewal for an additional one-year term; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §

COUNTY OF DENTON §

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

River Walk Improvement District No. 1 PUBLIC IMPROVEMENT DISTRICT

THIS AGREEMENT is made and entered into this 16th day of July, 2018, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Town of Flower Mound, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

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

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created River Walk Improvement District No. 1, hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

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

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

I.

The effective date of this Agreement shall be the 1st day of October, 2018. The term of this Agreement shall be for a period of one year, from October 1, 2018 to and through September 30, 2019. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2018 or the first Monday of September 2018 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

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

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2018. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

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

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

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

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

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

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

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

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2019.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2019. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

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

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

III.

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

For the services rendered during the 2018 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2018 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10, 2018, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$1.00** each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2018 assessment year.**

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

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

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2019. The fee for this service will be a rate not to exceed **\$1.00**.

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

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

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

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2019 deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

\$1.00 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2018 **end of year assessment roll for assessment year 2017**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

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

IX.

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

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

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

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2019. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

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

X.

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

XI.

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

XII.

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

COUNTY:

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

CITY/TOWN: Town of Flower Mound
Address: 2121 Cross Timbers Road
City, State, Zip: Flower Mound, TX 75028
Telephone: 972-874-6020 **Email:** debra.wallace@flower-mound.com

XIII.

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

XIV.

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

XV.

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

Executed in triplicate originals this 16th day of July 2018.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____

Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____

Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

Town of Flower Mound

Address: 2121 Cross Timbers Road

City, State, Zip: Flower Mound, TX 75028

BY: _____

Name: Steve Dixon

Title: Mavor

ATTEST:

BY: _____

Name Theresa Scott

Title Town Secretary

APPROVED AS TO FORM:

Name

Denton County Assistant District Attorney



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: July 16, 2018

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of two (2) New 2018 Ford Interceptor/Explorer SUV Vehicles per Town of Flower Mound Specifications from Sam Pack's Five Star Ford and the purchase of Upfit Equipment/Installation for the vehicles from Defender Supply for the Police Services Department in the amount of \$70,780.00.

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of two (2) New 2018 Ford Interceptor/Explorer SUV Vehicles from Sam Pack's Five Star Ford in the amount of \$57,596.00 through the State of Texas SmartBuy Contract 071-01. Fleet Manager obtained quotes from Sam Pack's Five Star Ford and Defender Supply for the Upfit Equipment/Installation. Sam Pack's Five Star Ford's Quote is \$5,916.00 higher than Defender Supply's Quote for the same equipment. Fleet Services Manager recommends purchasing the Upfit Equipment/Installation from Defender Supply in the amount of \$13,184.00. This brings the total cost for both vehicles with Upfit Equipment/Installation to \$70,780.00. The vehicle purchase was approved in the Fiscal Year 2017-2018 Vehicle Equipment Replacement Fund (VERF) budget and part of the equipment purchases are funded through the Crime District Fund.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$70,780.00

Proposed Expenditure:	Account Number(s):
\$58,290.00	565-450-84500-6130 - VERF
\$12,490.00	318-560-43500-6130 – Crime District Fund

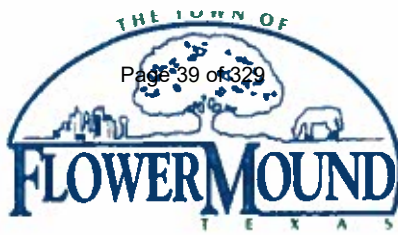
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation for Vehicles
2. Sam Pack's Five Star Ford Vehicle Quote
3. Town of Flower Mound Specifications
4. Fleet Manager's Bid Award Recommendation for Upfit Equipment/Installation
5. Defender Supply Quote for Upfit Equipment/Installation

DRAFT MOTION: Move to approve the purchase of two (2) New 2018 Ford Interceptor/Explorer SUV Vehicles per Town of Flower Mound Specifications from Sam Pack's Five Star Ford and the purchase of Upfit Equipment/Installation for the vehicles from Defender Supply for the Police Services Department in the amount of \$70,780.00.



Bid Award Recommendation

State of Texas Smartbuy Contract 071-072-AT 2017

Date: 06-20-2018 **REVISED AWARDRECOMMENDATION**
Original Recommendation DATED: 6-14-18

Description: New 2018 Interceptor/Explorer SUV

Replaces/Trade-in: Unit: 4350-134 Citizens Patrol
 Unit: 4350-121 Citizens Patrol

QTY: Two (2) units

Bidder #1: Sam Pack 5-Star Ford

Kevin Moore

Bid: 2018 interceptor Explorer SUV

Per: TOFM specs

Exterior color: Red, Interior color: OEM recommendation

Unit price: \$28,798.00

Total Price: two (2) units: \$57,596.00

Delivered to Town of Flower Mound Fleet Service Center

1101 Duncan Ln.

Flower Mound, Tx

It is Fleet Services recommendation to award the bid to **Sam Pack 5-Star Ford** as the lowest responsible bidder in the amount of **\$57,596.00**.

H. Deats Stewart

Fleet Services Manager

06-20-2018

Date

Sam Pack's Five Star Ford 1635 S. IH 35E Carrollton Texas, 75006 (888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bldtx@spford.com					
CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT Cars and Light Trucks Team Members - Ruben Santana - Kevin Moore -Jorge Guerra - Alan Rosner Contract Name:State of Texas 071-072-AT 2017 - Texas Smartbuy Contract					
End User: <u>FLOWER MOUND</u>		Sam Pack's Rep: <u>KEVIN MOORE</u>			
Contact: <u>DEATS STEWART</u>		Date: <u>4.24.18</u>			
Contact TN/Email _____		Phone # _____			
Product Description: <u>2018 POLICE INTERCEPTOR SUV</u>		Exterior Color <u>RED</u>			
A. Bid Series: <u>466BLE (K8A)</u>		Base Price: \$ 25,988.00			
B. Published Options (Itemize Each Below)					
Code	Description	Bid Price	Code	Description	Bid Price
	AIR CONDITION	INCLUDED			
99R	3.7L V-6	INCLUDED			
44C	AUTO TRANS	INCLUDED		GOOD TILL AUGUST 31ST	
	BLACK IN COLOR	INCLUDED			
9W	CLOTH FRONT/ VINYL REAR	INCLUDED		NONE ECO BOOST	
Total of B. - Published Options					\$ -
C. Ford Factory Published Options					
Code	Description	Bid Price	Code	Description	Bid Price
17A	AUX CLIMATE CONTROL	\$ 610.00	87R	REARVIEW CAMERA IN MIRROR	INCLUDED
51T	WHELEN LED SPOT LAMP	\$ 420.00	53M	SYNC SYSTEM	INCLUDED
43D	DARK CAR FEATURE	\$ 20.00	153	FRONT LIC PLATE BRACKET	INCLUDED
76D	DEFLECTOR PLATE	\$ 335.00	61S	STR WHL CONTROLS	\$ 155.00
55F	KEYLESS REMOTE	\$ 340.00			
86T	TAIL LAMP PKG	\$ 60.00		KEYED ALIKE	\$ 50.00
86P	FRONT HEAD LAMP PKG	\$ 125.00			
60a	GRILL WIRING	\$ 50.00			
55B	BLIND SPOT SYSTEM	\$ 545.00			
60R	NOISE SUPPRESSION BOND STRAPS	\$ 100.00			
Total of C. - Dealer Published Options					\$ 2,810.00
D. Fleet Quote					
Code	Description	Bid Price	Code	Description	Bid Price
Total of D. - Off Menu Options					\$ -
F.	Delivery Charges <u>0 Miles @ \$2.45/mile</u>				\$ -
G.	Option Discounts				\$ -
H.	Total of A + B + C + D + E = F				\$ 28,798.00
I.	Floor Plan Assistance				\$0.00
J.	Lot Insurance Coverages				\$0.00
K.	Quantity Ordered <u>1</u>	X F =			\$ 28,798.00
L.	Administrative Fee				\$ -
M.	Non-Equip Charges & Credits				\$ -
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$28,798.00

Town of Flower Mound RFQ No.

Purchase of New Vehicle Pursuit rated Police pkg. Red SUV, 4-door, ALL wheel drive (Citizens on Patrol)

FUNCTION: Pursuit Application Vehicle. Public Safety unit with rear cargo area for transporting various types of equipment.

DESCRIPTION: (The following should be interpreted as examples only, for the type of vehicle requested. It is not the intent of the Town of Flower Mound to exclude any vehicle which meets or exceeds the required specifications in this bid.)

Example:

Ford Interceptor (police pursuit rated)

NOTE:

Bidder **MUST** indicate: 'Yes' unit bid meets or exceeds the minimum required specification, or 'No' unit bid does not meet or exceed the minimum required specification listed. Failure to do so could result in disqualification of bid.

ATTENTION:

It is the intent of the Town of Flower Mound to satisfy the requirements set forth by the EPA (Environmental Protection Agency) whenever purchasing new vehicles and/or equipment.

Bidder / Flower Mound

~~Y/N~~ Y/N

☒ Y__ 1. Unit bid is EPA LEV (Certified Low Emissions Vehicle).

☐ Y__ 2. Unit bid is an E-85 flex-fuel vehicle. (FFV not required for this application.)

DRIVE TRAIN

Bidder / Flower Mound

~~Y/N~~ Y/N

☒ Y__ 1. 3.7L V6 engine with heavy-duty cooling system, auxiliary engine oil cooler

☐ Y__ 2. AWD (All wheel drive)

☒ Y__ 3. Transmission: Automatic 6-speed for police use with a column shifter

(Police Calibrated)

- ✓
Y__ 4. Alternator: 220 AMP or larger
- ✓
Y__ 5. Battery: Heavy-duty

TIRES AND WHEELS**Bidder / Flower Mound**

Y/N Y/N

- ✓
Y__ 1. Tire-SPARE: Full size matching spare with TPMS
- ✓
Y__ 2. Tires: 245/55R18 pursuit rated all season black sidewall
- ✓
Y__ 3. Tire Pressure Monitor: Standard
- ✓
Y__ 4. Wheels: 18" black painted steel with hub cover
- ✓
Y__ 5. Ice/Snow cables (1 set, for 2 tires) per the tire size bid *AM*

CAB & EQUIPMENT**Bidder / Flower Mound**

Y/N Y/N

- ✓
Y__ 1. Air Conditioning: With high speed cut out (CFC free)
- ✓
Y__ 2. Brakes: Heavy-duty 4-wheel disc
- ✓
Y__ 3. Brake System: Front and rear anti-lock with traction control
- ✓
Y__ 4. Clock: Digital (with radio)
- ✓
Y__ 5. Floor covering: Full black heavy duty vinyl
- ✓
Y__ 6. Fuel Tank: Minimum 19 gallon capacity
- ✓
Y__ 7. Gauges: Standard factory equipment with hour meter
- ✓
Y__ 8. License Plate: Provision to mount front license plate
- ✓
Y__ 9. Wiring: Pre wired for grill LED lights, siren and speaker *LOA*
- ✓
Y__ 10. Mirrors: Dual power with manual fold and integrated blind spot mirrors
- ✓
Y__ 11. Paint: RED exterior paint

Vermilion

- ☒ Y__ 12. Qty. (2) Power outlets, windows, locks, and mirrors
☒ Y__ 13. Radio: AM/FM stereo with MP3 jack
☒ Y__ 14. Rear Door Handles: **NOT-Disabled** inside rear door handles and locks
☒ Y__ 15. Restraint System: Installed passenger air bag cut-off switch with inline connectors
☒ Y__ 16. Seat: 6-way power adjustable driver seat
☒ Y__ 17. Seat Trim: Heavy-duty cloth front bucket seats, vinyl upholstery for rear seat
☒ Y__ 18. Skid Plates: Factory installed under carriage deflector plate
☒ Y__ 19. Head / tail lamps: Projector halogen with order code 13P #1 front headlamp lighting solution. Inactive daytime running lamps
☐ Y__ 20. Ignition Override Switch: Vehicles shall have an installed transistorized circuit protection switch static dissipative grounding wire (to prevent electronic static feedback from vehicle system).
- Unit to be "secure-idle" ignition lockout system. Unit shall deactivate steering and transmission allowing engine to run and electrical power to the accessory side locked in "park" with keys to be removed. To be located on dash or other Town of Flower Mound approved location. Connection to be direct using supplied connectors, no soldering; scotch locks or other connectors are acceptable. A/C, heater, gun locks, and the remote trunk release shall remain operable when the switch is engaged. Supplier contact information: Eldon Christensen at 309-475-2286.
- This can be done from the factory now.*
- ☒ Y__ 21. Interior Color: Charcoal black or dark gray
☒ Y__ 22. Interior Lights: Disabled courtesy lamp when any door is open. Whelen 3" round super LED light head 3SBCCDCR
☒ Y__ 23. Spot light: Qty.1 spotlight/post and door mount (LED) located on driver side
☒ Y__ 24. Stabilizer Bar: Front and rear
☒ Y__ 25. Steering: Electric power assist
☒ Y__ 26. Steering Wheel: Tilt and cruise control, remappable (4) switches on steering wheel (if ordered with SYNC includes voice button [61R/615])
☒ Y__ 27. Tachometer: Standard

- ☒ Y__ 28. Windshield Wipers: Intermittent fixed interval
- ☒ Y__ 29. SYNC basic voice-activated communications system: Include single USB port and single auxiliary audio input jack
- ☒ Y__ 30. Factory standard police package equipment
- ☒ Y__ 31. Tinted glass (All) Madico Onyx 55%
- ☒ Y__ 32. Wiring Packages - 67U, 47C, 21P

Not needed

OTHER EQUIPMENT

Bidder / Flower Mound

Y/N Y/N

- ☒ Y__ 1. Keys and Keyless Entry: Each vehicle shall have a total of (4) total simple fleet keys all keyed alike and (2) keyless entry keyfobs
- ☒ Y__ 2. Pursuit Package (Law Enforcement Emergency Vehicle Package) to include but not limited to: engine and transmission cooling package, increased electrical power and suspension.)
- ☒ Y__ 3. Vehicle State Inspection when delivered (2 year certificate)
- ☒ Y__ 4. One (1) set of Parts, Operator, and Service manuals to be delivered with unit (CD preferable if available)

ATTENTION: *

ALL ITEMS LISTED UNDER "EQUIPMENT OPTIONS" BELOW WILL BE INCLUDED IN THE OVERALL COST AND MAKE READY OF THE REQUESTED VEHICLE SPECIFICATION AS PART OF THE FINAL UNIT. ALL PRICING AND INSTALLATION CHARGES MUST BE INCLUDED IN THE OVERALL COST OF EACH UNIT.

EQUIPMENT OPTIONS:

Manufacturer brands and model numbers listed are to be interpreted as 'preferred'. Any equivalent bid must be an exact replacement for preferred Mfg. brand and model number.

*The following items will be included as Options. The listed Mfg. brand or a manufacture equivalent will be required. If an equivalent is named it must be approved by the Town of Flower Mound Chief of Police or his designee.

Optional

- ☒ Yes ___ No 1. (2) Whelen Legacy Solo Amber 48" – GS8AAAA – white take downs
- ☒ Yes ___ No 2. (2) Troy Computer Mount, Ford Explorer CM-PSUV-SL-LED
- ☒ Yes ___ No 3. (2) Pro-Gard Safe Stop
- ☒ Yes ___ No 4. (4) Whelen ION Grommet Mount - IONGROM
- ☒ Yes ___ No 5. (8) Whelen Amber IONA (headlight/LP)
- ☒ Yes ___ No 6. (2) LINSV2 Bracket for Ford Explorer (pair)
- ☒ Yes ___ No 7. (4) Whelen LINSV2A - Amber (mirrors)
- ☒ Yes ___ No 8. (2) Whelen PCC8R Switch Control - WH-PCC8R
- ☒ Yes ___ No 9. (2) Whelen Head/Tail Flasher
- ☒ Yes ___ No 10. (4) Whelen 3" Super LED – 3SRCCDCR
- ☒ Yes ___ No 11. (2) ~~WatchGuard 4RE Wireless Download System~~
Single Hi-Power mic system
5 year warranty
- ☒ Yes ___ No 12. (2) Madico Onyx 55% window tint on all non-tinted windows
- ☒ Yes ___ No 13. (2) Citizen Patrol Graphics Package w/ Flags US/TX
- ☒ Yes ___ No 14. (2) Soundoff Interior Dome light (Officer)
Part #ECVDMLTAL00
- ☒ Yes ___ No 15. (2) Equipment Timer
- ☒ Yes ___ No 16. (2) ~~WatchGuard Camera Bracket for Ford Utility~~
- ☒ Yes ___ No 17. (2) Ion LP Brackets for Ford Utility

Total charges for above "Equipment":

For
one
unit \$9210
\$15,765.00

ATTENTION: **

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Dodge Charger / Magnum) AND RE-INSTALLED/TRANSFERRED ONTO NEW UNITS. ALL PRICING AND INSTALLATION CHARGES MUST BE INCLUDED IN THE OVERALL COST OF EACH UNIT.

****Transferred Items**

REMOVE/RE-INSTALL

CHARGE

Bidder / Flower Mound

Y/N Y/N

☒ Yes ☐ No	1. (2) Motorola Radio and related items	\$ <u>170</u>
☒ Yes ☐ No	2. (2) Computer Power Supply and wiring	\$ <u>170</u>

Total Remove/Re-install charges for
above "Transferred Items":

\$ 340

ATTENTION: ***

THE FOLLOWING ITEMS WILL BE REMOVED FROM TOWN OF FLOWER MOUND DECOMMISSIONED VEHICLES (Dodge Charger / Magnum) AND RETURNED/SHIPPED LOOSE BACK TO THE TOWN OF FLOWER MOUND FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX 75028 ON OR BEFORE DELIVERY OF THE NEW UNITS. NEW UNITS WILL BE DELIVERED TO THE FLEET SERVICE CENTER FACILITY AT 1101 DUNCAN LN., FLOWER MOUND, TX. 75028.

***Decommissioned ItemsRemoval Charge

Bidder / Flower Mound

Y/N Y/N

☐ Y ☐ N	1. None	\$ _____
---	---------	----------

Total removal charges for above "Decommissioned Items": \$ _____

TOTAL Cost of Installation and Materials \$ ~~76,783~~

TOTAL BID PRICE

(To include all listed equipment and installation)

\$ ~~4,581~~ 1 unit

Warranty: Standard Manufacturers warranty. Please specify.

3yr / 36k Bumper To Bumper
3yr / 100k Power Train

COMMENTS

x2 = \$19,100

1 unit \$9,550

1 unit \$38,348

Total Price

x2
Total \$76,696

Use this page to explain any items that you marked no on above:

Please state standard alternative vehicle fuel warranty term (if applicable):

Please state location nearest to the Town of Flower Mound where warranty work will be performed:

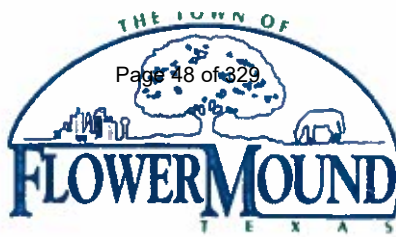
Five Star Ford Louisville.

The Town of Flower Mound wishes to be placed on the manufacturer's mailing list to receive all special bulletins and supplements pertaining to services, repairs, problems, etc. Please provide information on steps needed to accomplish this:

Comments

Any exceptions to these specifications must be noted in this section:

Line 32 in Sec 2. is not needed it is already
part of the up-fit Package and is included in the
price.



Page 48 of 329

Bid Award Recommendation

Date: 06-20-2018

**Description: Upfit Equipment/Install for: New 2018
Interceptor/Explorer SUV**

Replaces/Trade-in: Unit: 4350-134 Citizens Patrol
Unit: 4350-121 Citizens Patrol

QTY: Two (2) unit Upfits

Vendor: Defender Supply

Mike Hewitt

Bid: Complete Upfit for 2018 interceptor Explorer SUV

Per: TOFM specs

See quote for complete listing of equipment and install

Equip and install cost per unit: \$ 6,592.00

Total Price: two (2) units: \$13,184.00

**Delivered to Town of Flower Mound Fleet Service Center
1101 Duncan Ln.
Flower Mound, Tx**

It is Fleet Services recommendation to award the bid to **Defender Supply** as the lowest responsible bidder in the amount of **\$13,184.00**.

H. Deats Stewart
Fleet Services Manager

06-20-2018
Date



DEFENDER SUPPLY

Date	6/14/2018
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



X0222

Bill To
5-Star-Flower Mound

Customer Contact	
Customer Phone	
Customer E-mail	KevinMoore@spfor...
Estimate #	22272

Description	Location	Qty.	Cost	Vehicle and Em...
Ford INT SUV Citizen's on Patrol				
Window Tint - For Two Front Windows, Madico Onyx 55%			79.00	79.00
Whelen Amber/Clear Legacy Lightbar		1	1,854.00	1,854.00
Whelen Light Bar Strap Mount Kit for a 2013+ Ford Interceptor Utility		1	59.00	59.00
Troy Computer Stand, Getac		1	339.00	339.00
Stop Safe, Ford Interceptor SUV and Sedan		1	144.00	144.00
Whelen ION™ Counter Sink Mounting Grommet		2	4.00	8.00
Whelen ION™ Series LED Amber with Universal Clip Mounts	LP, Rear Hatch, Headlight	6	89.00	534.00
Whelen ION™ License Plate Bracket		1	19.00	19.00
SURFACE MT LINZ V-SERIES AMBER	Sideview Mirrors	2	157.00	314.00
Whelen under the Side Mirror Mount Bracket for LINSV2* for 2013+ Ford Interceptor Utility SUV - (one Pair)		1	19.00	19.00
Whelen PCC8R Switch Control - 8 Position Key Pad with Remote Relay Module		1	197.00	197.00
Whelen Universal Solid State Tail Light Flasher		1	65.00	65.00
Whelen LED Flush Mount Compartment Light in Red & White		2	59.50	119.00
Professional Design & Installation of Graphics for Customer's Department by Defender Supply		1	477.00	477.00
Universal Mount 6" Round w/ Red LED Night Light 10-30v - White LEDs/White Lens	Front Cabin	1	42.00	42.00
Misc. Shop Supplies		1	69.00	69.00
Shipping of Above Emergency Parts for Upfit		1	19.00	19.00

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost

\$13,184.00

Page 1

SIGNATURE

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

both units

Date	6/14/2018
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
5-Star-Flower Mound

Customer Contact	
Customer Phone	
Customer E-mail	KevinMoore@spfor...
Estimate #	22272

Description	Location	Qty.	Cost	Vehicle and Em...
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System				435.00
Installation of Above Equipment		1	1,800.00	1,800.00

w/o ~~watchdog~~ 1 unit

W/O ~~Watchguard~~
1 unit

Vehicle and Emergency Equipment Total	\$6,592.00
Quantity Ordered	2

Total Vehicle Order Cost	\$13,184.00
---------------------------------	--------------------

SIGNATURE

2 units



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: July 16, 2018

FROM: Clay Riggs, PE, CFM, Assistant Director of Public Works

ITEM: Consider approval of an increase to the annual purchase contract for asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#16112), from an estimated total of \$225,000.00 to an estimated total of \$350,000.00.

BACKGROUND INFORMATION: On July 17, 2017, Town Council approved the purchase of asphalt overlay services for the Public Works Street Services division, using the City of Grand Prairie's contract with Reynolds Asphalt & Construction Company, for the total amount of \$225,000.00

The increase in estimated annual purchase amount will allow for the entire Roanoke Hills subdivision to be overlaid this fiscal year, rather than a partial area of the subdivision.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Grand Prairie entered into an Interlocal Agreement effective May 3, 2010. The initial term of the agreement was one year, and automatically renews annually, unless cancelled by either party.

FISCAL IMPACT: \$125,000.00

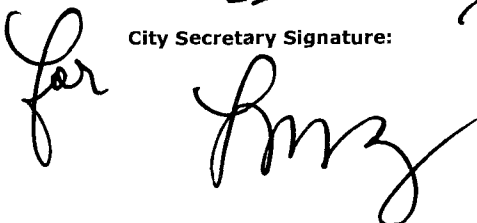
Proposed Expenditure:	Account Number(s):
\$125,000.00	100-690-92240-4303

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

ATTACHMENTS:

1. City of Grand Prairie Pavement Resurfacing Services Contract #16112

DRAFT MOTION: Move to approve an increase to the annual purchase contract for asphalt overlay services from Reynolds Asphalt & Construction Company, through a City of Grand Prairie Contract (#16112), from an estimated total of \$225,000.00 to an estimated total of \$350,000.00.

ID**6482****Department:**
Purchasing for Streets**Vendor Name:**
Reynolds Asphalt & Construction Co.**Project Name:**
16112 Pavement Resurfacing Services - Reynolds Asphalt - initial contract**Work Order Number(s):****Account Number:**
251210-63030**Contract Amount:**
\$3,523,900.00**Implementation Date:**
8/17/2016**Termination Date:**
8/16/2017**City Council Appr. Date:**
8/16/2016**Insurer A Name:**
Valley Forge Ins Co**Insurer A Expiration:**
5/8/2017**Insurer B Name:**
Am Cas Co of Reading PA**Insurer B Expiration:**
5/8/2017**Insurer C Name:**
Great American Ins**Insurer C Expiration:**
5/8/2017**Insurer D Name:**
National Fire Ins Co of Hartford**Insurer D Expiration:**
5/8/2017**Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**
purchasing interoffice mail**Department Manager Signature:****City Attorney Signature:****City Manager/Deputy City Manager Signature:****City Secretary Signature:**
Date:

September 7, 2016

Date:

9/12

Date:

9-13-2016

Date:

9/14/16

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **REYNOLDS ASPHALT & CONSTRUCTION CO.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement resurfacing services per bid award resulting from VENDOR'S response to RFB #16112, submitted by Ned Tankersley, on July 26, 2016.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$3,523,900.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of August 17, 2016. No new orders shall be accepted, against this Contract term, after midnight on August 16, 2017. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize, Sr. Buyer ~ Purchasing Division
972-237-8262 Phone ~ 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
326 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall ~ Street Division
972-237-8526 Phone
dstovall@gptx.org
City of Grand Prairie
1821 S. SH 161, Grand Prairie, TX 75052

VENDOR:

Ned Tankersley, Vice President
817-267-3131 Phone
ntankersley@reynoldsasphalt.com
Reynolds Asphalt & Construction Co.
P.O. Box 370, Euless, TX, 76039

XXI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIII. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 14th day of September, 2016.

CITY OF GRAND PRAIRIE, TEXAS

By: _____

Tom Cox, Deputy City Manager

**REYNOLDS ASPHALT &
CONSTRUCTION CO.**

By: _____

Printed

Name: _____

Title: _____

ATTEST:

for Lidia M. Zuckerman
Cathy E. DiMaggio, City Secretary

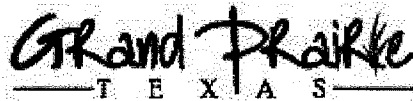
APPROVED AS TO FORM:

Donald R. Postell
Donald R. Postell, City Attorney

Solicitation 16112

PAVEMENT RESURFACING SERVICES

Bid Designation: Public



City of Grand Prairie

Bid 16112
PAVEMENT RESURFACING SERVICES

Bid Number **16112**
Bid Title **PAVEMENT RESURFACING SERVICES**

Bid Start Date **Jul 8, 2016 10:30:33 AM CDT**
Bid End Date **Jul 22, 2016 2:00:00 PM CDT**
Question &
Answer End Date **Jul 18, 2016 4:30:00 PM CDT**

Bid Contact **Angi Mize**
Buyer
Purchasing
972-237-8262
amize@gptx.org

Contract Duration **1 year**
Contract Renewal **4 annual renewals**
Prices Good for **120 days**

Bid Comments **It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Street Maintenance Division. These services shall include but not limited to cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification and standards published by North Central Texas Council of Governments (NCTCOG). This contract will begin on or after August 17, 2016.**

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262

Registration for BidSync is free for notification of bids, addendums, and other information. If your company wants the convenience to download the bid documents from BidSync's website or to bid on-line through BidSync, BidSync offers these services, for bids posted by the City of Grand Prairie, for an annual fee of \$60.00. This is not a fee charged by the City, nor does the City receive any part of this fee. If your company registers under the complimentary registration and opts out of the additional paid services from BidSync, you may email a request to the responsible Buyer for a copy of the bid documents and submit a hard copy bid directly to the Purchasing office.

Item Response Form

Item **16112--01-01 - ENTER PRICING ON ATTACHMENT A, BID SHEET**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Grand Prairie**
No Location Specified

Qty 1

Description

ENTER PRICING ON ATTACHMENT A, BID SHEET

Specification



**REQUEST FOR BID
RFB #16112
PAVEMENT RESURFACING SERVICES**

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Street Maintenance Division. These services shall include but not limited to cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification and standards published by North Central Texas Council of Governments (NCTCOG). This contract will begin on or after August 17, 2016.

2. HOT MIX ASPHALT CONCRETE PAVEMENT – (HMAC) 64-22

- 2.1. Material and placement must meet specifications in accordance with the latest TXDOT Standard Specifications for Construction of Highways (<http://www.dot.state.tx.us/business/specifications.htm>) , except that the asphalt content of asphaltic concrete mixtures shall be not less than four percent (4%) and not greater than eight percent (8%). Product must be non-toxic to fish and other aquatic life
- 2.2. The mileage haul from plant shall be determined along the nearest and shortest route from the plant to the job site.
- 2.3. Materials laid and finished by the bidder shall be compacted to not less than 96% compaction tested by laboratory based on the Texas Test Method 227F.
- 2.4. MSDS sheets must be provided with products where applicable.

3. OVERLAYING OF EXISTING STREETS

- 3.1 The street surface of the existing pavement shall be cleared of grass, weeds, and swept prior to placing of the overlay.
- 3.2 SS1 (emulsion) shall be placed and used prior to placing HMAC overlay and shall cover entire area as per NCTCOG public works standards (<http://www.nctcog.org/envir/SEEDevEx/pubworks/standards.asp>). Contractor shall supply all necessary materials and equipment to tack sub-grade prior to placing HMAC Type "D" surface course as outlined in the specification.
- 3.3 Driveways will be resurfaced back to the property line, with clean joint at tie in.

Specification

4. TRAFFIC CONTROL

- 4.1** The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>) .
- 4.2** Traffic control will be broken into the following two categories:
- 4.2.1** Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
- 4.2.2** Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 4.3** Construction signs shall not be removed from the project until approved by the city.
- 4.4** No street shall be closed except upon written authority from the city.
- 4.5** At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.
- 4.6** Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D.
- 4.7** All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper as necessary.
- 4.8** Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

5. UTILITIES

- 5.1** The contractor shall retain full responsibility for adjusting any and all public utilities and protecting same against damage during the life of the project.
- 5.2** The contractor is responsible for arranging all locates within rights-of-ways.

Specification

- 5.3** Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment/placement to finished grade of street. They shall meet the City Standard Details for design.

6. WATER FOR CONSTRUCTION

- 6.1** The contractor shall pay for water for the project. The contractor will be required to make application and deposit for a construction meter with the City of Grand Prairie Water Utility Customer Services Division.

7. START OF CONSTRUCTION

- 7.1** The successful bidder agrees that projects will begin within seven (7) days of written notice and assurance of work order from the City.
- 7.2** The contractor shall pick up two portable (2) signs from city Street Department and place at each end of their project to inform citizens that this is a Sales Tax Project. Signs shall be returned to the Street Department at the completion project. Signs shall not be removed until contractor has permission by the City.

8. MATERIAL TICKETS

The contractor shall provide the city with copies of all material tickets and certified weight tickets incorporated in the job on a daily basis. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next day's planned activities and/or non-payment of work until tickets are provided.

9. PRIVATE PROPERTY CONCERNS

- 9.1** It shall be the contractor's responsibility to relocate any mailboxes and vehicles as may be necessary during the various stages of the projects.
- 9.2** It shall be the contractor's responsibility to cooperate with the property owners on all construction work to be performed.
- 9.3** Contractor shall not use property owner's water or place temporarily sanitation facilities on private property.
- 9.4** Proper sanitation requirements for contractor's employees shall be provided by contractor at no cost to the city or private property owners.
- 9.5** All private agreements between the contractor and property owners are not binding on the city of Grand Prairie.

Specification

- 9.6** Door hangers will be provided by the city for the contractor to distribute to the property owners. All door hangers must be handed out a minimum of 72 hours prior to construction beginning, at the contractors expense and as requested by city.

10. BACKFILL AND CLEANUP

- 10.1** After the new asphalt is in place, compacted, temporarily striped (tabs or tape), cleaned up and approved by owner, then street can be opened to traffic.
- 10.2** All areas disturbed by the contractor will be returned to their original condition to include grass, sprinkler systems, etc.
- 10.3** Contractor shall complete all backfilling and clean up within ten (10) business days of completing the placement of 2" HMAC.
- 10.4** All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

11. UNSATISFACTORY WORK

The city shall not pay for work that is deemed not meeting minimum specifications. The contractor will be given a reasonable opportunity to correct the deficiency. Failure of the contractor to correct the deficiency will be ground for non-compliance and termination of the contract and/or nonpayment.

12. FINAL INSPECTION

Whenever the work provided for, and contemplated under, the contract has been satisfactorily completed and the final clean up performed, the representative authorized to accept same will make the "Final Inspection". Such inspection will be made within ten (10) days after written notification. After final inspection, if the work is found to be satisfactory, the contractor will be notified in writing of the acceptance. No time charge will be made against the contractor between said date of notification of the representative in charge and the date of final inspection of the work.

13. WORK ZONE MAINTENANCE

It shall be the sole responsibility of the contractor to maintain the work zones during all phases of construction. This will included any repair or maintenance work needed due to delays from weather, scheduling, etc.

Specification

14. WORKING HOURS

14.1 No street, lane, or alley closures will be allowed on weekends or holidays (listed below) and working times are 7:00 am to 5:00 pm (except on major thoroughfares) Monday through Friday; except as herein written in specifications.

14.2 Holidays

- 14.2.1** New Year's Day – January 1
- 14.2.2** Martin Luther King's Birthday – January 15
- 14.2.3** Memorial Day – Last Monday in May
- 14.2.4** Independence Day – July 4
- 14.2.5** Labor Day – First Monday in September
- 14.2.6** Thanksgiving – Fourth Thursday and Friday in November
- 14.2.7** Christmas – December 24th & 25th

15. WARRANTY

All work performed under this contract for the City of Grand Prairie shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract, the contractor shall correct it promptly after receipt of written notice from the owner.

16. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Friday, July 8, 2016
Deadline for Questions	Monday, July 18, 2016
Responses to Questions	Tuesday, July 19, 2016
Deadline for Receipt of Bids	Friday, July 22, 2016 2:00 p.m.
Council Date	Tuesday, August 16, 2016

17. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 no later than **July 18, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by **July 19, 2016 at 4:30 pm (CST)**.

18. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

Price	40%
Reputation	30%
Experience	20%
Past Relationship with the City and/or other Municipalities	10%
TOTAL	100%

Specification

19. BID SUBMITTAL – ITEMS TO BE SUBMITTED

Interested vendor **MUST** submit at least one hard copy in a sealed envelope or electronic copy (flash drive, CD, or through BidSync) of the following items for consideration. The submission should be in the order stated below:

- a. Bid sheet (Attachment A)
- b. Questionnaire & References (Attachment B)
- c. Conflict of Interest Questionnaire (Attachment C)
- d. Submittal Affirmation Form (Attachment D)
- e. **OR** Statement of No Response (Attachment G)

Vendor must submit at least one hard copy and one electronic (flash drive or CD) copy or via www.bidsync.com for an annual fee of \$60. **Bids must be submitted as requested above no later than the response deadline of July 22, 2016 by 2:00 p.m. to:**

Angi Mize, Sr. Buyer
Purchasing Division
326 W. Main Street
Grand Prairie, Texas 75050

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

The City reserves the right to reject any or all responses, to waive formalities, award a separate contract to separate vendors for each item/group, or to award one contract for the entire bid.

Specification

20. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful bidder will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

21. BONDS

22.1 Each Contractor shall have in effect a Payment Bond and Performance Bond to cover the costs of all of the projects in which they are currently performing services. At a minimum, each Contractor shall have a Payment Bond and Performance Bond in the amount of \$500,000.00. IF the total cost of all of the public works in progress exceeds such amount of the Bonds, then the Contractor will be required to get additional Bonds so that all costs of all of the projects currently in progress will be covered. The Bonds will be worded such that they cover all of the public works that are covered by specific terms of this price agreement, whether each street or project is separately designed on such bond. The Streets Division of the City of Grand Prairie shall work with the Contractor to calculate the costs of all of the projects in progress at any time. If the total amount of costs for the work in progress is greater than the amounts of Performance and Payment Bonds in effect, the Contractor shall either increase amount of bonds or reduce the amount of work in progress at any time.

22.2 The Maintenance Bond will be in the cumulative amount of payments made to each individual Contractor, or there will be a separate Maintenance Bond for each public work, at the option of each Contractor, but such bond shall remain in effect for two years from the date of acceptance of each project.

23 CONTRACT AWARD

Vendor selected for contract will be required to return an executed contract to the City, a certificate of insurance naming the City as an additional insured, and a notarized copy of Form 1295 Certificate of interested parties within 10 days of the notice of award.

Request for Bid Questionnaire

All questions should be answered clearly and completely. **Marketing materials WILL NOT be accepted in lieu of this questionnaire.** This questionnaire will assist the City in understanding your proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.

General Information & References:

RESPONDENT NAME AND TITLE:	Ned Tankersley - Vice President
COMPANY:	Reynolds Asphalt & Construction Co.
ADDRESS, CITY, STATE ZIP:	P.O. Box 370 Euless, TX 76039
TELEPHONE NUMBER:	817-267-3131
E-MAIL:	ntankersley@reynoldasphalt.com
FEDERAL TAX ID:	75-1792271
Provide 3 References, please include contact name, agency name, title, phone number and email of those you have provided similar services in the past three years	
Reference 1:	
Name & Title -	Bill Bateman - St. Supt.
Agency Name -	City of Arlington
Phone -	817-459-5435
Email -	bbateman@arlingtontx.gov
Reference 2:	
Name & Title -	Mike Adams - Dir of Eng
Agency Name -	City of Midlothian
Phone -	972-919-2597
Email -	mike.adams@midlothian.tx.us
Reference 3:	
Name & Title -	Corey Lawson - Const. Supt
Agency Name -	City of DeSoto
Phone -	214-537-6998
Email -	clawson@desototx.gov

BID SHEET RFB# 16112 PAVEMENT RESURFACING SERVICES			Vendor Name Contact Email Phone City/State		Reynolds Asphalt Ned Tankersley ntankersley@reynoldsasphalt.com 817-267-3131 North Richland Hills, TX	
Item#	Line Item Description	UOM	Est Quantity	Unit Price	Est Cost	
1	HMAC Type D Delivered more than 1500 tons	Tons	7900	74.50	\$588,550.00	
2	HMAC Type D Delivered 500 to 1499 tons	Tons	4700	80.00	\$376,000.00	
3	HMAC Type D Delivered less than 499 tons	Tons	1200	92.00	\$110,400.00	
4	HMAC Type C Delivered more than 1500 tons	Tons	5400	74.00	\$399,600.00	
5	HMAC Type C Delivered 500 to 1499 tons	Tons	3000	78.30	\$234,900.00	
6	HMAC Type C Delivered less than 499 tons	Tons	1200	92.00	\$110,400.00	
7	HMAC Type B Delivered more than 1500 tons	Tons	5400	73.50	\$396,900.00	
8	HMAC Type B Delivered 500 to 1499 tons	Tons	3000	77.00	\$231,000.00	
9	HMAC Type B Delivered less than 499 tons	Tons	1200	91.00	\$109,200.00	
10	Additional Mileage Charge - Hauled beyond the first 10 miles from bidders plant for Items # 1-9 Per Ton Per Mile	Tons	5500	.60	\$3,300.00	
11	Move In Charge	Each	30	1200.00	\$36,000.00	
12	Thorough Fare Traffic Control	Each	30	2400.00	\$72,000.00	
13	Manhole Ring Riser	Each	200	250.00	\$50,000.00	
14	Valve Ring Riser	Each	200	150.00	\$30,000.00	
15	Base Repair - Flex Base	Tons	500	67.00	\$96,600.00	
16	Flex Base Furnish and Install	Tons	3000	32.20	\$96,600.00	
17	Recycling 8" Deep More Than 3000+ sy	SY	13500	7.90	\$106,650.00	
18	Recycling 8" Deep 1400 to 2999 sy	SY	9000	9.00	\$81,000.00	
19	Recycling 8" Deep less than 1399 sy	SY	4200	16.50	\$69,300.00	
20	Hauling Excessive Material More Than 101 cy	CY	6000	18.70	\$112,200.00	

21	Hauling Excessive Material 51 to 100 cy	CY	1500	21.00	\$ 31,500 ⁰⁰
22	Hauling Excessive Material 50 or Less cy	CY	200	30.00	\$ 6,000 ⁰⁰
23	Wedge Milling	LF	6000	3.80	\$ 22,800 ⁰⁰
24	Full Depth Milling 0 to 4"	SY	15000	4.50	\$ 67,500 ⁰⁰
25	Full Depth Milling Each Additional Inch	SY	15000	.75	\$ 11,250 ⁰⁰
26	Backfill Shoulders	LF	12000	1.40	\$ 16,800 ⁰⁰
27	Pulverization	SY	15000	4.45	\$ 66,750 ⁰⁰
27	Petromat less than 2500 sy	SY	1000	5.35	\$ 5,350 ⁰⁰
28	Petromat 2500 - 4999 sy	SY	3000	3.15	\$ 9,450 ⁰⁰
29	Petromat more than 5000 sy	SY	15000	2.60	\$ 39,000 ⁰⁰
ESTIMATED TOTAL					\$ 3,523,900 ⁰⁰

Service Questions:

1.	How many years have you been in business?	35
2.	How many years have you been performing the type of work detailed in the specification?	35
3.	What is the total value of work you currently have under contract?	\$ 80,000,000 -
4.	What is the percentage of work that is self-performed? (approximate)	95%
5.	Has your firm ever failed to complete a contract?	No
6.	Has your firm ever filed for bankruptcy? If so, when?	No
7.	Please list any pending judgment claims or suits against your company and explain on an additional page.	None
8.	Have you had an OSHA fine within the past three (3) years? (If yes, you MUST submit on an additional page the circumstances of the event)	No

9. Have you had any job related fatalities within the past five (5) years? (If yes, you MUST submit on an additional page the circumstances of the event)

No

10. In the event of a breakdown, where would your equipment be serviced? (Include name of business, address, phone number, and point of contact)

Our EVIASS Yard
12650 Calloway Cemetery Rd
EVIASS, TX
817-267-3132 Clay Reynolds

11. List municipal/government agencies you have worked with, along with the contract amount, number of years contracted, agency contact, their email and phone number. Use separate sheet if needed.

Contract - \$ 5,720,000

Yrs. Contracted - 3rd Year

Name - City of Arlington / Bill Bateman

Phone - 817-459-5435

Email - bbateman@arlingtontx.gov

Contract - \$ 785,000

Yrs. Contracted - 1 Year

Name - City of Farmers Branch / Randy Walhood

Phone - 972-919-2597

Email - randywalhood@farmersbranchtx.gov

Contract - \$ 2,240,000

Yrs. Contracted - 2nd Year

Name - City of Midlothian / Mike Adams

Phone - 972-775-7105

Email - mike.adams@midlothian.tx.us

12. Describe how you meet or exceed the minimum qualifications in the specification.

Part Performances

13. Describe the experience in providing similar services within the last 2 years:

Name - 2013 Street Reclamation - Arlington

Contract - \$ 5,718,762

Was the project finished on time - Yes - Oct. 2015

Was the project within budget - Yes

Name - Flower Mound Street Rehab

Contract - \$ 406,125

Was the project finished on time - Yes - Dec. 2015

Was the project within budget - Yes

Name - Farmers Branch Street Rehab

Contract - \$ 785,457

Was the project finished on time - Yes - Aug. 2015

Was the project within budget - Yes

Name - Wylie 2015 Mill & Overlay

Contract - \$ 514,599

Was the project finished on time - Yes - June 2015

Was the project within budget - Yes

Name - Mulvagh Street Rehab

Contract - \$ 1,426,813

Was the project finished on time - Yes - Nov. 2015

Was the project within budget - Yes

Name - DeSoto 2015 Street Recon

Contract - \$ 581,602

Was the project finished on time - Yes - Nov. 2015

Was the project within budget - Yes

14. On the following page, list employees (last name only) along with their job title and number of years' experience in your line of work (add additional pages if necessary). Also list equipment, quantity and years in service.

--

LIST OF EMPLOYEES

Employee Last Name	Job Title	Years of Experience

Reynolds	President	50
Tankersley	Exe. Vice President	40
Joseph	Vice President	20
McKay	CFO	22
Turner	General Supt.	37
Perez	Supt.	36
Faglie	Supt.	37

LIST
OF
MACHINERY
AND

EQUIPMENT

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the Bidder submitting this bid. It is important to state quantity and specifications of equipment available. Example: (2 each Walker automatic paint spray machines).

Equipment/Machinery	Years in Service	Qty
See Attached		

EQUIPMENT LIST						
Manufacturer		Description		Manufacturer		Description
WATER TRUCKS				ROLLERS:		
MACK	1996	4000 GAL TANK		INGERSOLL-RAND	1996	PNEUMATIC PT125R
INTERNATIONAL	1981	4000 GAL TANK		CATERPILLAR	2000	ROLLER CB534C
KAISER	1960	2500 GAL TANK		CATERPILLAR	2001	COMPACTOR PS200B
MACK	1984	4000 GAL TANK		CATERPILLAR	2002	PNEUMATIC PS-150B
INTERNATIONAL	1975	4000 GAL TANK		CATERPILLAR	2001	STEEL WHEEL CB634C
MACK CH613	2001	4000 GAL Tank		CATERPILLAR	2003	ROLLER PS 150B
				CATERPILLAR	2006	ROLLER CS563E
ASPHALT PAVERS :				CATERPILLAR	2003	ROLLER CS563E
CATERPILLAR	2002	AP1055B		VIBROMAX	2004	ROLLER VM66PD
ROADTEC (ASTECC)	1995	SB 2500 MTV Shuttle Buggy		CATERPILLAR	2004	STEEL WHEEL CB534D
CATERPILLAR	2004	AP1055B		CATERPILLAR	2007	PNEUMATIC PS-150C
CATERPILLAR	2011	AP1055E		HAMM	2007	MODEL 3412 COMPACTOR
ROADTEC (ASTECC)	2001	SB 2500 MTV Shuttle Buggy		CATERPILLAR	2008	Compactor CB224E
CATERPILLAR	2010	AP655D		CATERPILLAR	2008	ROLLER CB534D
				CATERPILLAR	2011	PNEUMATIC PS-360C
LOADERS FRONT END:				CATERPILLAR	2011	Compactor CB24
CASE	1998	570LXT		CATERPILLAR	2011	Compactor CB34
CATERPILLAR	1996	953B TRACK LOADER		HAMM	2010	HD14 V V Drum Roller
CATERPILLAR	2000	924G WHEEL LOADER		CATERPILLAR	2011	ROLLER CP563E
CASE	2001	570LXT		CATERPILLAR	2011	PNEUMATIC PS-360C
CATERPILLAR	2007	414E IL 4X4 LOADER		CATERPILLAR	2011	Compactor CB64
CASE	2007	570M XT 4X4 LOADER		HAMM	2011	HD+140 V V DRUM ROLLER
CATERPILLAR	2005	953C TRACK LOADER		HAMM	2010	3410 SOIL COMPACTOR
CATERPILLAR	2007	414E IL 4X4 LOADER		HAMM	2013	HD14 V V Drum Roller
CASE	2006	570M XT 4X4 LOADER		CATERPILLAR	2013	CW34 PNEUMATIC
KUBOTA	2009	L4400		HAMM	2014	HD140 VVHF
CATERPILLAR	2011	938H QC FU WHEEL LDR.		CATERPILLAR	2007	PS-150C
CATERPILLAR	2008	414E IL 4X4 LOADER				
JOHN DEERE	2013	JOHN DEERE 210K		TRACTORS AND EXCAVATORS:		
				CATERPILLAR	1999	215 EXCAVATOR
MOTORGRADERS:				CATERPILLAR	1998	D6H DOZER
CATERPILLAR	1995	140G		CATERPILLAR	2003	416D BACKHOE
CATERPILLAR	1996	140H		CATERPILLAR	1997	320B EXCAVATOR
CATERPILLAR	1998	140H		CATERPILLAR	2007	420E 4X4 BACKHOE
CATERPILLAR	2000	140H		CATERPILLAR	2011	320DLX EXCAVATOR
CATERPILLAR	2004	140H		CATERPILLAR	2012	D5K LGT DOZER
CATERPILLAR	2007	140H		CATERPILLAR	2013	420F 4S BACKHOE
CATERPILLAR	2007	140H		CATERPILLAR	2015	420F 4S BACKHOE
MIXERS:						
CAT MIXER	1994	SS250				
CAT MIXER	1998	SS250B				
CAT MIXER	2007	RM500				
TEREX MIXER	2011	RS446C				
TEREX MIXER	2012	RS446C				
CAT MIXER	2015	RM500B				

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1	Name of vendor who has a business relationship with local governmental entity. <u>Ned Tankersley</u>	Date Received
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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being disclosed. <u>N/A</u> Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this 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 vendor? ☐ Yes ☐ No B. Is the vendor 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 interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section. <u></u>	
4	Signature of vendor doing business with the governmental entity <u>Ned Tankersley</u>	Date <u>7/25/16</u>

**CITY OF GRAND PRAIRIE
SUBMITTAL AFFIRMATION FORM**

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items as specified in section 19 and receipt of the following addenda which are part of the Solicitation Documents:

ALL OF SECTION 19 HAS BEEN SUBMITTED ☒

Addendum No. 1

Addendum No.

Addendum No.

Addendum No.

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☒

No ☐

OTHER CONDITIONS

The undersigned agrees to the following:

- A. Agrees that the submittal is complete and all required information/forms were submitted.
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

Ned Tankersley
Authorized Signature

Vice President
Title

Ned Tankersley
Print/Type Name

7/26/16
Date

STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
5. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.
6. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
7. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
8. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
9. **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.
10. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.

Standard Terms

Attachment E

11. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.
12. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.
13. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.
14. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification.
15. **F.O.B.:** All shipping shall be F.O.B. delivered.
16. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

Standard Terms

Attachment E

17. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
18. **COOPERATIVE/INTERLOCAL PURCHASING:** If the Vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
19. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
20. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.
21. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.
22. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
23. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.

Standard Terms

Attachment E

24. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to PO Box 534045, Grand Prairie, TX 75053. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.
25. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
26. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
27. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.
28. **ADDENDA:** Any interpretations, corrections, or changes to this solicitation will be made by the City of Grand Prairie through a written addendum.
29. **PRICE REDETERMINATION:** A price re-determination for the increase in cost for goods or services shall be considered by the City of Grand Prairie only at contract renewals. Requests for price re-determination shall be substantiated in writing and provided to the City no less than 30 days prior to contract renewal. The City reserves the right to negotiate with the vendor on any price re-determination requests and to reject any price re-determination requests that are deemed as not in the best interest of the City.

Insurance

Attachment F

INSURANCE and INDEMNITY

Insurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	\$1,000,000 (Combined Single Limit)
4. Comprehensive Automobile Liability	\$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the city of Grand Prairie and participating entities growing out of such injury or damages.



STATEMENT OF NO RESPONSE
RFB #16112
PAVEMENT RESURFACING SERVICES

The City of Grand Prairie is very appreciative of the time and effort you expend in preparing and submitting qualifications to the city. If you are not submitting a response, please complete and return this form.

We, the undersigned, have declined to submit for the following reason(s):

- ☐ Specification too "tight", i.e. geared toward one firm only *(please explain reasons below)*
- ☐ Specification unclear. *(Please explain below)*
- ☐ Insufficient time to respond
- ☐ We do not offer the services(s) requested
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet requirements
- ☐ Job too large
- ☐ Job too small
- ☐ Cannot provide required insurance or bonding (if required)
- ☐ Do not wish to do business with the City of Grand Prairie. *(Please explain below)*
- ☐ Other *(Please explain below)*

REMARKS:

--	--

Company Name: Contact:

Phone: Email:

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of _____ Dollars (\$_____) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

PRINCIPAL

By: _____

Title: _____

Address: _____

SURETY

By: _____

Title: _____

Address: _____

Name and address of the Resident Agent of Surety is: _____

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the _____ day of _____, 2_____.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Name and address of the Resident Agent of Surety is: _____

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of _____ Dollars (\$ _____), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2_____, to _____ which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said _____ as Contractor and Principal and the said _____, Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the _____ day of _____, 2_____.

PRINCIPAL

By: _____

Title: _____

Address: _____

SURETY

By: _____

Title: _____

Address: _____

Attorney-in-Fact

Question and Answers for Bid #16112 - PAVEMENT RESURFACING SERVICES

Overall Bid Questions

There are no questions associated with this bid.

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Co. of the City of North Richland Hills, County of Tarrant, and State of Texas, as Principal, and Colonial American Casualty and Surety Co. and Fidelity and Deposit Co of MD, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of Three Million, Five Hundred Twenty-Three Thousand, Nine Hundred & No/100 Dollars (\$3,523,900.00----) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

Pavement Resurfacing Services RFB #16112

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 17th day of August, 2016, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 17th day of August, 2016.

Reynolds Asphalt & Construction Company
PRINCIPAL

By: Ned Tankerslev

Title: Ned Tankerslev, Vice President

Address: P.O. Box 370

Euless, Texas 76039

Colonial American Casualty and Surety Company and
Fidelity and Deposit Company of Maryland
SURETY

By: Kyle W. Sweeney

Title: Kyle W. Sweeney, Attorney-in-Fact

Address: 15303 Dallas Parkway, Suite 800

Addison, Texas 75001

Name and address of the Resident Agent of Surety is: The Sweeney Company, P.O. Box 8720, Fort Worth, Texas 76124

PAYMENT BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Co. of the City of North Richland Hills, County of Tarrant, and State of Texas, as Principal, and Colonial American Casualty and Surety Co. and Fidelity and Deposit Co of MD authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of Three Million, Five Hundred Twenty-Three Thousand, Nine Hundred & No/100 Dollars (\$3,523,900.00-----) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 17th day of August, 2016, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Pavement Resurfacing Services RFB #16112

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 17th day of August, 2016.

Reynolds Asphalt & Construction Company
PRINCIPAL

By: Ned Tankersley

Title: Ned Tankersley, Vice President

Address: P.O. Box 370

Euless, Texas 76039

Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland
SURETY

By: Kyle W. Sweeney

Title: Kyle W. Sweeney, Attorney-in-Fact

Address: 15303 Dallas Parkway, Suite 800

Addison, Texas 75001

Name and address of the Resident Agent of Surety is: The Sweeney Company, P.O. Box 8720, Fort Worth, Texas 76124

City of Grand Prairie

MAINTENANCE BOND

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That Reynolds Asphalt & Construction Co. of the City of North Richland Hills, County of Tarrant, and State of Texas, as Principal, and Colonial American Casualty and Surety Co. and Fidelity and Deposit Co. of MD. a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of Three Million, Five Hundred Twenty-Three Thousand, Nine Hundred & No/100 Dollars (\$3,523,900.00), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 17th day of August, 2016, to perform Pavement Resurfacing Services which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said Reynolds Asphalt & Construction Company as Contractor and Principal and the said Kyle W. Sweeney, Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the 17th day of August, 2016.

Reynolds Asphalt & Construction Company
PRINCIPAL

By: Ned TankerslevTitle: Ned Tankerslev, Vice PresidentAddress: P.O. Box 370Euless, Texas 76039

Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland
SURETY

By: Kyle W. SweeneyTitle: Kyle W. Sweeney, Attorney-in-FactAddress: 15303 Dallas Parkway, Suite 800Addison, Texas 75001Attorney-in-Fact



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O

RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles D. SWEENEY, Kyle W. SWEENEY, Michael A. SWEENEY and Elizabeth GRAY, all of Fort Worth, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of January, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 11th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 17th day of August, 2016.



Thomas O. McClellan

Thomas O. McClellan, Vice President

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-103126

Date Filed:
08/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Reynolds Asphalt & Construction Company
 North Richland Hills, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Grand Prairie

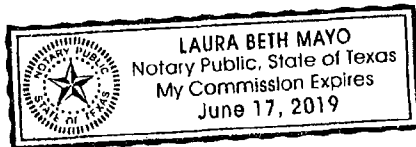
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB #16112
 Pavement Resurfacing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Ned Tankersley

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ned Tankersley, this the 23rd day of August, 2016, to certify which, witness my hand and seal of office.

Laura Mayo
 Signature of officer administering oath

Laura Mayo
 Printed name of officer administering oath

Contract Admin.
 Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2016

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 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 The Sweeney Company 1121 E. Loop 820 South P O Box 8720 Fort Worth TX 76124-0720	CONTACT NAME: PHONE (A/C, No, Ext): (817) 457-6700 FAX (A/C, No): (817) 457-7246 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Ins Co NAIC # 20508 INSURER B: Am Cas Co of Reading, PA 20427 INSURER C: Great American Insurance Co 16691 INSURER D: Nat'l Fire Ins Co of Hartford 20478 INSURER E: INSURER F:
INSURED Reynolds Asphalt & Construction Company P.O. Box 370 Euless TX 76039	

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		INS 4028760229	5/8/2016	5/8/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	☒ CONTRACTUAL, XCU	MED EXP (Any one person) \$ 5,000				
	☒ CROSS LIAB, BFPD	PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	GENERAL AGGREGATE \$ 2,000,000				
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		U 4028760232	5/8/2016	5/8/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ MCS90					\$
C	☒ UMBRELLA LIAB ☒ OCCUR		TUU 1231247 00	5/8/2016	5/8/2017	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 4028760215	5/8/2016	5/8/2017	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

PAVEMENT RESURFACING SERVICES RFB #16112. ALL POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT & THE GL, AUTO & UMB POLICIES INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT PROVIDING ADDITIONAL INSURED & WAIVER OF SUBROGATION STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED & THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. THE GL ADDITIONAL INSURED ENDORSEMENT CONTAINS SPECIAL PRIMARY & NONCONTRIBUTORY WORDING. THE POLICIES INCLUDE AN ENDORSEMENT PROVIDING 30 DAYS NOTICE OF CANCELLATION (10 FOR NON-PAY OF PREMIUM) TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CITY OF GRAND PRAIRIE
PURCHASING DIVISION
PO BOX 534045
GRAND PRAIRIE, TX 75053-4045

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

Charles Sweeney/JOYCE *Charles Sweeney*

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TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: July 16, 2018

FROM: David Bauer, Construction Manager

ITEM: Consider approval of Amendment No. 1 to the Professional Services Agreement with Komatsu Architects, Inc., for the Library Expansion project, at a cost of \$22,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Library Expansion construction project consists of an approximately 15,000 sq. foot municipal multi-purpose building and associated site improvements on approximately 3 acres located at 3030 Broadmoor Lane.

The Town is planning to install a drive, parking lot, drainage improvements and additional parking included in the base project. The Civil Engineer, as a consultant to the Architect, will design additional conveyance of runoff with pipe and detention and provide pavement sections to construct.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$22,000.00

Proposed Expenditure:	Account Number(s):
\$22,000.00	533-111-32001-6070

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

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

ATTACHMENTS:

1. Amendment No. 1, AIA G802-2017
2. Fee Proposal

DRAFT MOTION: Move to approve Amendment No. 1 to the Professional Services Agreement with Komatsu Architects, Inc., for the Library Expansion Project, at a cost of \$22,000.00; and authorize the Mayor to execute same on behalf of the Town.

AIA® Document G802™ – 2017
Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
 Flower Mound Library Expansion and
 Renovation
 3030 Broadmoor Lane
 Flower Mound, Texas 75022

AGREEMENT INFORMATION:
 Date: 4 December 2017

AMENDMENT INFORMATION:
 Amendment Number: 001
 Date: 13 June 2018

OWNER: *(name and address)*
 Town Of Flower Mound
 2121 Cross Timbers Road FM, TX
 75028

ARCHITECT: *(name and address)*
 Komatsu Architecture
 3880 Hulen Street Suite 300
 Fort Worth, Texas 76107

The Owner and Architect amend the Agreement as follows:
 Amend current contract to include Civil Design Services and prime markup

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
 \$22,000

Schedule Adjustment:
 NA

SIGNATURES:

Komatsu Architecture
ARCHITECT *(Firm name)*

SIGNATURE

Karl A. Komatsu President, Komatsu
 Architecture

PRINTED NAME AND TITLE

13 June 2018

DATE

Town of Flower Mound

OWNER *(Firm name)*

SIGNATURE

Steve Dixon

Mayor of Flower Mound

PRINTED NAME AND TITLE

July 16, 2018

DATE



KOMATSU
ARCHITECTURE

June 11, 2018

Mr. David Bauer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Flower Mound Library Expansion
Additional Services Fee Proposal
Civil/Site Work

Mr. Bauer,

As previously discussed, attached, please find our fee proposal for additional site/civil and prime oversight to accommodate relocation of utility lines and additional parking on the expanded library site.

Please do not hesitate to let me know if you have any questions or need further information.

Thank you.

Amy R. Sibley
VP, Director of Interior Design

Encl: Fee proposal spreadsheet

Cc: Debra Wallace debra.wallace@flower-mound.com

Komatsu Architecture Fee Proposal

Flower Mound Public Library Renovation and Expansion - CIVIL MODIFICATION

May 7, 2018

Activity	Labor and Hourly Rates									TOTAL
	Project Manager/ Sr Architect	Architect	Technical Support	Interior Designer	Space Planner/ Draftsman	Position 5	Position 6	Position 7	Position 8	
	\$ 187.28 /hr	\$ 146.09 /hr	\$ 112.80 /hr	\$ 127.67 /hr	\$ 81.70 /hr	\$ - /hr	\$ - /hr	\$ - /hr	\$ - /hr	
Architectural										
Investigate & document existing space										\$ -
Design & documentation										\$ -
Furniture Selection/Specification										\$ -
Construction Services										\$ -
										\$ -
										\$ -
Consultants										
Mechanical Electrical Plumbing - TLC										\$ -
Civil - JQ										\$ 22,000
Landscape - CDG										\$ -
Structural - RI Woods										\$ -
Specifications - INSPEC										\$ -
Cost Estimate - Schematic										\$ -
										\$ -
										\$ -
										\$ -
Expenses										
Expenses										
Totals	-		-	-	-	-				\$ 22,000

Basis of Proposal

1. Sanitary Sewer realignment design and construction documents
2. Storm Sewer Ralignment Design and Construction
3. Shared Parking Lot and Driveway for Future Park
4. On-Ssite Storm Water Dentention Basin



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: July 16, 2018

FROM: Robert Pegg, Engineering Manager

ITEM: 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, for a payment of \$154,315.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Elan Flower Mound Venture, LLC (Elan) is currently developing the Elan Flower Mound commercial development in Flower Mound. As part of the overall development, Elan is constructing Northwood Drive, a Town street, as part of their project. The Town's original Development Agreement with Elan Flower Mound provided for reimbursement of the Town's share of the construction costs associated with the southern portion of Northwood Drive that was constructed by the developer during the initial phase of their project. Elan Flower Mound Venture has recently completed the final work on the remaining portion of Northwood Drive. This amendment to the original Development Agreement allows for the Town to reimburse Elan Flower Mound Venture, LLC for the Town's share of the construction costs associated with the final phase of the construction of Northwood Drive. This closes the Old Long Prairie Road Reconstruction (DA Reimbursement) project.

FISCAL IMPACT: \$154,315.00

Proposed Expenditure:	Account Number(s):
\$154,315.00	316-560-78051-6160

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. Amendment to Development Agreement with Elan Flower Mound Venture, LLC

DRAFT MOTION: Move to approve 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, for a payment of \$154,315.00; and authorize the Mayor to execute same on behalf of the Town.

**AMENDMENT TO DEVELOPMENT AGREEMENT FOR
CONSTRUCTION OF NORTHWOOD DRIVE**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF NORTHWOOD DRIVE ("Amendment") is made and entered into this ____ day of _____, 2018, by and between the Town of Flower Mound, Texas, a Texas home rule municipality, ("Town"), and CRP-GREP Overture Flower Mound Owner, LP, a Delaware limited partnership ("Overture").

W I T N E S S E T H:

WHEREAS, the Lakeside DFW Project ("Lakeside" or "Project") encompasses approximately one hundred forty-nine (149) acres of land in Flower Mound (the "Property") being developed along the shores of Lake Grapevine; and

WHEREAS, on November 19, 2012, the Town entered into a Development Agreement ("the 2012 Agreement") with Lakeside DFW Land, Ltd., a Texas limited partnership ("Lakeside DFW") to complete construction of certain aspects of the Project governing the development of the Property; and

WHEREAS, Elan Flower Mound Venture, LLC, a Delaware limited liability company, ("Elan") was the successor in interest to Lakeside DFW and the owner of a portion of the Property; and

WHEREAS, Elan has completed construction of certain roadways which was its obligation pursuant to the 2012 Agreement, that pertain to its owned portion of the Property and said improvements have been accepted by the Town; and

WHEREAS, the Town and Elan entered into a development agreement on November 19, 2015 to address additional roadway construction work on the property owned by Elan that was not governed by the 2012 Agreement ("Northwood Drive Agreement"); and

WHEREAS, after the date of the Northwood Drive Agreement, Elan, with the consent of the Town, assigned its rights and obligations under the Northwood Drive Agreement as to the matters specified in the November 19, 2015 Agreement, as to Phase 2 to Overture, and Overture provided the funds and completed the Phase 2 work and is entitled to the reimbursements provided in Paragraph 2 below.

WHEREAS, the Town and Overture now desire to amend the Northwood Drive Agreement to clarify the phasing of the roadway construction work performed on Northwood Drive, and the payment of monies by the Town to Overture;

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

1. Separate Agreement. The Town and Overture agree that the provisions and terms contained in the 2012 Agreement, as amended, remain in full force and effect and shall continue to be applicable to the development of Lakeside. Overture's obligations under the 2012 Agreement, as amended, are specifically limited to the work that pertains to its owned portion of the Property. The Town and Overture further agree that this Amendment is intended to amend the Northwood Drive Agreement only and does not modify or conflict with the 2012 Agreement, as amended. The Town and Overture agree that any provision of the Northwood Drive Agreement that is not specifically modified herein shall remain in full force and effect.

2. Modification of Section 2 of the Northwood Drive Agreement Section 2 of the Northwood Drive Agreement is amended in its entirety to read as follows:

"2. Construction of Northwood Drive. The 2012 Agreement contained a table reflecting required infrastructure and costs associated with transportation necessitated by the Project, and required payment for the costs of such transportation improvements. The Town and Overture agree that an additional improvement – Northwood Drive – should be undertaken and completed in two phases as part of the Project, a portion of the work (Phase 1) was completed by Elan, and the balance of the work (Phase 2) has been completed by Overture and for which the Town owes reimbursement to Overture. Attached as Exhibit "A" to this Agreement is the improvement and associated costs that have been paid to reimburse Elan for Phase 1 and will be paid by the Town to reimburse Overture for Phase 2. All monies to be paid by the Town have been approved by appropriate resolution and set aside.

Overture specifically acknowledges and agrees that the construction of the Northwood Drive improvements only shall be subject to and constructed in accordance with all requirements of the 2012 Agreement, as amended, as if Northwood Drive was originally included in the list of improvements to be carried out pursuant to the 2012 Agreement.

The Town has previously remitted to Elan the sum of \$417,553.37 representing one-half of the total cost of reconstruction of Phase 1 of Northwood Drive as indicated on Exhibit "A." The Parties agree that the Town owes nothing further to Elan for the Town's portion of the costs of reconstruction of Phase 1 of Northwood Drive.

The Town agrees to remit to Overture the sum of \$154,315.00 representing one-half of the total cost of reconstruction of Phase 2 of Northwood Drive as indicated on Exhibit "A" on or before thirty (30) days from the execution

of the Amendment to the Northwood Drive Agreement and approval of the Town Council. The Parties agree that the Town's obligation to Elan or Overture related to Northwood Drive (Phase 1 or Phase 2) and Elan and Overture obligations to the Town shall each cease upon payment of \$154,315.00 by the Town to Overture."

3. Modification of Exhibit "A" to the Northwood Drive Agreement. Attached and incorporated into the Northwood Drive Agreement was Exhibit "A" which contained a table reflecting required infrastructure and costs associated with the improvement of Northwood Drive, and required payment for the costs of such by the Tow, Elan and Overture in proportionate shares. The Town and Overture now wish to modify Exhibit "A" to clarify the phasing of the reconstruction of Northwood Drive. Attached as Exhibit "A" to this Amendment is the table that should be inserted as Exhibit "A" to the Northwood Drive Agreement in its entirety. It is intended that Exhibit "A" to the Northwood Drive Agreement be modified in its entirety to contain the table as attached in Exhibit "A" to this Amendment.

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

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

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

If to Overture: CRP-GREP Overture Flower Mound Owner, LP
600 East Las Colinas Blvd., Suite 2100
Irving, Texas 75039
Attn: Laird Sparks

6. 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 Amendment, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Amendment, and the parties agree that this Amendment is not subject to Subchapter I of Chapter 271 of the Texas Local Government Code.

7. Severability. In the event any provision of this Amendment shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Amendment

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.

8. Binding Obligation. Upon execution of this Amendment by all signatories hereto, the Amendment shall become a binding obligation on the signatories. The Town warrants and represents that the individual executing this Amendment on behalf of the Town has full authority to execute this Amendment and bind the Town to same. Overture warrants and represents that the individual executing this Amendment on its behalf has full authority to execute this Amendment and bind Overture to same. Further, this Amendment is and shall be binding upon Overture, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

9. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Amendment, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

10. Roughly Proportionate Determination under Texas Law. Overture has been represented by legal counsel in the negotiation of this Amendment and been advised, or has had the opportunity to have legal counsel review this Amendment and advise Overture, regarding Overture's rights under Texas and federal law. Overture hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Amendment, if any, are roughly proportionate to the Project's anticipated impact. Overture specifically reserves its right to appeal the apportionment of municipal infrastructure costs under this Amendment in accordance with Section 212.904 of the Texas Local Government Code and acknowledges that the time line for commencing such appeal commences upon execution of this Amendment. Notwithstanding the foregoing, Overture hereby waives and releases the Town from any and all liability under Section 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure improvements required by this Amendment.

11. Rough Proportionality Determination under Federal Law. Overture hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Amendment. Both Overture and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements in this Amendment, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Amendment. Overture acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.

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

Exhibit A: Table of Improvement and Associated Costs.

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: Steve Dixon, Mayor, Town of Flower Mound

STATE OF TEXAS §**§****COUNTY OF DENTON §**

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

Notary Public, State of Texas

OVERTURE:

CRP-GREP OVERTURE FLOWER MOUND OWNER, L.P.,
a Delaware limited partnership

By: CRP-GREP Overture Flower Mound GP, L.L.C.,
a Delaware limited liability company,
Its: General Partner

By: CRP-GREP AA, L.L.C.,
a Delaware limited liability company,
Its: Sole Member

By: Greystar Coinvestment VIIB, LLC,
a Delaware limited liability company,
Its: Authorized Member

By: Greystar Investment Group, LLC,
a Delaware limited liability company,
Its: manager

By: _____
Name: _____
Title: Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was ACKNOWLEDGED before me this the ____ day of _____, 2018, by _____, the _____ of Greystar Investment Group, LLC, a Delaware limited liability company, manager of Greystar Coinvestment VIIB, LLC, Delaware limited liability company, authorized member of CRP-GREP AA, L.L.C., Delaware limited liability company, sole member of CRP-GREP Overture Flower Mound GP, L.L.C., Delaware limited liability company, general partner of CRP-GREP OVERTURE FLOWER MOUND OWNER, L.P., a Delaware limited partnership, on behalf of said limited partnership.

[S E A L]

Notary Public, State of Texas

EXHIBIT "A"

Location	Improvement Type	Total Cost	Town Share	Elan Share	Town Cost	Elan Cost
Northwood (formerly Old Long Prairie)	Reconstruction, Phase 1	\$835,106.74	50.0%	50.0%	\$417,553.37	\$417,553.37
Northwood (formerly Old Long Prairie)	Reconstruction, Phase 2	\$308,630	50.0%	50.0%	\$154,315	\$154,315



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: July 16, 2018

FROM: Blake Hummel, Project Engineer

ITEM: Consider approval of a Development Agreement with Duke Realty Limited Partnership, for the construction of Town infrastructure associated with the PPG – Lakeside Ranch commercial development; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Duke Realty Limited Partnership, is currently developing the PPG – Lakeside Ranch commercial development in Flower Mound. As part of the overall development, Duke Realty Limited Partnership plans to reconstruct Old Gerault Road from an existing gravel roadway to a Local Commercial cross-section along the length of their southern property line. In conjunction with the reconstruction of Old Gerault Road, Duke Realty Limited Partnership will be deeding the Town 55-feet of ROW. This 55-feet of ROW, along with the 5-foot of ROW already dedicated, immediately to the south with the Villas at Southgate Phase III development, completes the full width of ROW required within this section of Old Gerault Road. This agreement allows the Town to reimburse Duke Realty Limited Partnership for the Town's share of the construction costs associated with the improvements of Old Gerault Road. The funding for this CIP Street Reconstruction project, is scheduled for Fiscal Year 2018-19.

FISCAL IMPACT: \$136,000.00

Proposed Expenditure:	Account Number(s):
\$136,000.00	Old Gerault Road - CIP FY2018-19 project

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 for Lakeside Ranch Business Park

DRAFT MOTION: Move to approve a Development Agreement with Duke Realty Limited Partnership, for the construction of Town infrastructure, associated with the PPG – Lakeside Ranch commercial development; and authorize the Mayor to execute same on behalf of the Town.

DEVELOPMENT AGREEMENT FOR LAKESIDE RANCH BUSINESS PARK

THIS DEVELOPMENT AGREEMENT FOR LAKESIDE RANCH BUSINESS PARK ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the Town of Flower Mound, Texas (the "Town"), and Duke Realty Limited Partnership, an Indiana limited partnership ("Developer").

WITNESSETH:

WHEREAS, the Lakeside Ranch Business Park Project ("Project") is a development encompassing approximately 32.483 acres in Flower Mound and described by metes and bounds on Exhibit "1"; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the construction of a roadway and construction of utilities, among other matters and to provide for reimbursement by the Town of certain infrastructure construction costs; and

WHEREAS, the Town and Developer desire to address (1) infrastructure and related concerns associated with the Project due to its location; (2) the anticipated roadway and related improvements to be constructed at and near the Project necessitated by the development of the Project; and (3) the concern for the public health, safety and welfare due to the foregoing; 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. Old Gerault Road – Local Commercial Roadway.

A. Developer agrees to reconstruct Old Gerault Road from the western property line to near the eastern edge of the Project ("Old Gerault Improvements") as more particularly shown on Exhibit "2," attached and incorporated herein for all purposes.

B. Developer agrees to dedicate to the Town right-of-way as depicted on Exhibit "3," attached and incorporated herein for all purposes.

C. Prior to commencing construction, Developer shall submit construction plans for the Old Gerault Improvements 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 of 10% of the total cost of Old Gerault Improvements for a period of two (2) years from the date of the Town's acceptance of the Old Gerault Improvements.

3. Reimbursement. The estimated total cost of the Old Gerault Improvements is \$416,000.00 and includes construction costs and all soft costs, including but not limited to all engineering and design costs, staking costs, and material testing costs ("Costs of the Old Gerault Improvements"). Developer will be responsible for payment of all Costs of the Old Gerault Improvements as required herein and shall be entitled to reimbursement of the Town's portion upon completion and acceptance of all improvements. The Costs of the Old Gerault Improvements are understood to be an estimate of the costs associated with such work; provided, however, that the Town agrees to reimburse Developer for one-half of the actual and reasonable Costs of the Old Gerault Improvements. Prior to award of any contract for construction of the Old Gerault Improvements, Developer shall use their own process in order to properly bid each contract for construction of the Old Gerault Improvements in accordance with applicable law. Developer shall be responsible for bid review and contractor selection. After completion of the Old Gerault Improvements the Developer shall submit all verified costs for the construction of the Old Gerault Improvements to the Town for Town review and verification.

Notwithstanding anything to the contrary herein, the Town will not be obligated to provide reimbursement payment to Developer before October 1, 2018. The Town agrees to reimburse Developer for an amount of one-half of the actual total cost at the end of construction and acceptance but under no circumstances shall the Town be required to pay more than \$136,000.00 regardless of whether this amount is less than one-half of the actual total costs for the construction of the Old Gerault Improvements.

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

6. 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: Duke Realty Limited Partnership
14241 N. Dallas Parkway, Suite 1000
Dallas, TX 75254
Attn: Jeff Thornton

7. **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.

8. **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.

9. **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.

10. **Filing in Denton County Deed Records; Covenant Running with the Land.** This Agreement or a memorandum thereof shall be filed in the deed records of Denton 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 in the property 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").

11. **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.

12. 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.

13. 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).

14. 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.

15. 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 Old Gerault Road;
- Exhibit 3 Map depicting right-of-way to be dedicated.

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: Steve Dixon

Mayor, Town of Flower Mound

STATE OF TEXAS §**§****COUNTY OF DENTON §**

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

Notary Public, State of Texas

DEVELOPER:

**Duke Realty Limited Partnership,
an Indiana limited partnership**

By: Duke Realty Corporation,
an Indiana corporation, its general partner

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 Duke Realty Corporation, an Indiana corporation, on behalf of said company as the general partner of Duke Realty Limited Partnership, an Indiana limited partnership.

Notary Public, State of Texas

Exhibit 1

Lot 4R, Block A, Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Denton County, Texas according to the plat thereof recorded under Clerk's File No. 2009- 62, Plat Records, Denton County, Texas.

DESCRIPTION, of a 32.483 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas; said tract being all of Lot 4R, Block A of the Lakeside Ranch Business Park Addition, recorded in Cabinet 2009, Page 62 of the Plat Records of Denton County, Texas; said 32.483 acre tract being more particularly described as follows:

COMMENCING, at a ½-inch iron rod with "PACHECO KOCH" cap found at the intersection of the east right-of-way line of Gerault Road (a variable width right-of-way) with the south right-of-way line of Lakeside Parkway (a 120-foot right-of-way);

THENCE, North 87 degrees, 20 minutes, 08 seconds East, along said south right-of-way line of Lakeside Parkway, a distance of 312.65 feet to the POINT OF BEGINNING (not set);

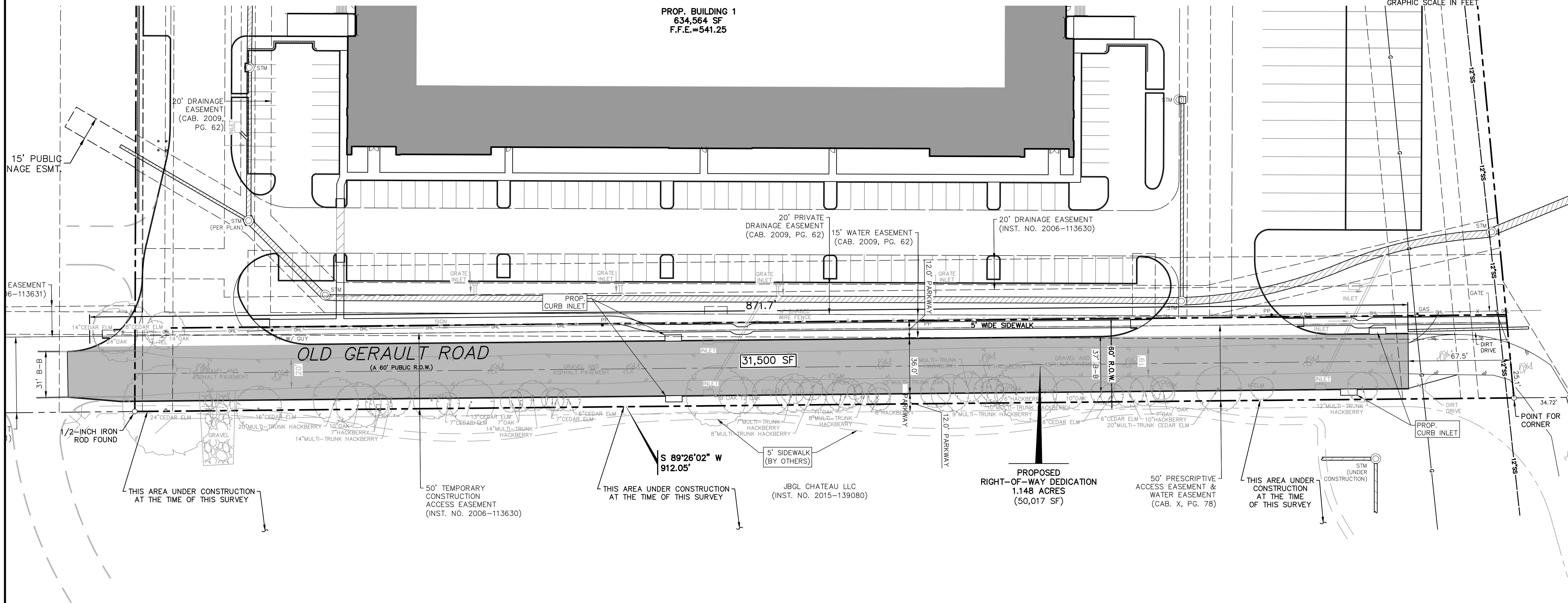
THENCE, North 87 degrees, 20 minutes, 08 seconds East, along said south right-of-way line of Lakeside Parkway, a distance of 747.67 feet to a ½-inch iron rod with "PACHECO KOCH" cap found for corner;

THENCE, South 07 degrees, 06 minutes, 57 seconds East, a distance of 1712.71 feet to a ½-inch iron rod found for corner;

THENCE, South 87 degrees, 37 minutes, 32 seconds West, a distance of 912.05 feet to a point for corner (not set);

THENCE, North 01 degrees, 36 minutes, 24 seconds West, a distance of 1703.22 feet to the POINT OF BEGINNING;

CONTAINING, 1,414,977 square feet or 32.483 acres of land, more or less.



BL	BOLLARD
EMD	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FLH	FIRE HYDRANT
CS	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TEB	TELEPHONE BOX
FL	FLOOD LIGHT
FP	FLAG POLE
SIR	TRAFFIC SIGN
	1/2-INCH IRON ROD
IRS	CONTROLLING MONUMENT
(C.M.)	PROPERTY LINE
X	FENCE

PROP. 6" CONCRETE PAVEMENT
 (REFER TO THE TOWN OF FLOWER MOUND
 STANDARD DETAILS SHEET ST-2,
 CONCRETE STREET SECTIONS FOR
 SUBGRADE AND REINFORCEMENT DETAILS.)

THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE **NOT** BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

NO.	DATE	REVISION
		7557 RAMBLER ROAD, SUITE 1400
		DALLAS, TX 75231 972.235.3031
		TX REG. ENGINEERING FIRM F-14439
		TX REG. SURVEYING FIRM LS-10193805

OLD GERAULT ROAD EXHIBIT
PPG - LAKESIDE
LOT 4R, BLOCK A
32.483 ACRES

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
AJC	JQ	JUNE 2018	1"=30'			EX-1

LAKESIDE PARKWAY
(VARIABLE WIDTH RIGHT-OF-WAY)**EXHIBIT 3**

0 50 100 200
GRAPHIC SCALE IN FEET

GERAULT ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

LOT 4R1, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB. 2009, PG. 62)

LOT 5X, BLOCK A
LAKESIDE RANCH
BUSINESS PARK
ADDITION
(CAB. X, PG. 78)

LOT 4R2, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB. 2009, PG. 62)

GRADING ESMT AREA/
50' TEMPORARY SLOPE, GRADING
AND CONSTRUCTION EASEMENT
(INST. NO. 2006-113631)

5' WALL FOOTING EASEMENT
(INST. NO. 2006-113631)

25' TEMPORARY CONSTRUCTION
ACCESS EASEMENT
(INST. NO. 2006-113631)

LOT 4R3, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB. 2009, PG. 62)

15' WATER EASEMENT
(CAB. 2009, PG. 62)

15' WATER EASEMENT
(CAB. 2009, PG. 62)

20' WATER EASEMENT
(INST. NO. 2006-113631)

N 00°12'06" E
55.00'

50' ACCESS EASEMENT
(INST. NO. 2006-113631)

1/2-INCH IRON
ROD FOUND
(C.M.)

**POINT OF
BEGINNING**

LOT 4R, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB. 2009, PG. 62)

DUKE REALTY LAND, LLC
(INST. NO. 2014-129001)

20' DRAINAGE EASEMENT
(INST. NO. 2006-113630)

20' DRAINAGE EASEMENT
(CAB. 2009, PG. 62)

20' PRIVATE
DRAINAGE EASEMENT
(CAB. 2009, PG. 62)

15' WATER EASEMENT
(CAB. 2009, PG. 62)

**RIGHT-OF-WAY
DEDICATION
1.148 ACRES
(50,017 SF)**

50' CTOGO EASEMENT
(INST. NO. 2006-113629)

35' SANITARY SEWER EASEMENT
(VOL. 4293, PG. 785)

15' WATER EASEMENT
(CAB. 2009, PG. 62)

20' DRAINAGE EASEMENT
(INST. NO. 2006-113630)

J.BOL CHATEAU LLC
(INST. NO. 2015-139080)

50' PRESCRIPTIVE
ACCESS EASEMENT &
WATER EASEMENT
(CAB. X, PG. 78)

LOT 7X, BLOCK A
LAKESIDE RANCH
BUSINESS PARK ADDITION
(CAB. X, PG. 78)

C.O.E.
DEED RESTRICTED AREA
6.897 ACRES
300,446 SF

S 05°18'27" E
55.19'

1/2-INCH IRON
ROD FOUND
(C.M.)

340.62' KOCH LLC
(INST. NO. 2012-115074)

OLD GERAULT ROAD

LEGEND

- PROPERTY LINE
--- RIGHT-OF-WAY DEDICATION LINE
--- EXISTING EASEMENT LINE
○ POINT FOR CORNER
(UNLESS OTHERWISE NOTED)
(C.M.) - CONTROLLING MONUMENT

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the right-of-way dedication tract described.

Jonathan E. Cooper
Registered Professional
Land Surveyor No. 5369

Date

**NOTES:**

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the North American Datum of 1983, Texas State Plane Coordinate System, North Central Texas, Zone 4202. Distances shown have been scaled to surface using a combined scale factor of 1.000150630.

**RIGHT-OF-WAY
DEDICATION**

PART OF
LOT 4R, BLOCK A, LAKESIDE RANCH
BUSINESS PARK ADDITION
J. TURNER SURVEY, ABSTRACT NO. 1251,
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS
SHEET 2 OF 2

Pacheco Koch

7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
MWW	JEC	1"=100'	MAY 2018	2283-18.096



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: July 16, 2018

FROM: Brent Anderson, Senior Project Engineer

ITEM: Consider approval of a Development Agreement with Toll Brothers, Inc., for the construction of a Left Turn Lane and Water Line associated with the Townlake Phase Two residential development; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Townlake Phase Two is a residential development in Flower Mound. As part of the overall development, the developer agrees to construct a median opening and left turn lane on Flower Mound Road to future Walsingham Drive on the north edge of the project. In addition, the developer agrees to construct a 12-inch water line along the south right-of-way line of future Walsingham Drive, from the western edge of the project to Flower Mound Road. The water line is to be upsized from an 8-inch to a 12-inch water line. The developer will receive roadway impact fee credits for the left turn lane and water impact fee credits for the water line upsize, for the Townlake Phase Two development. This agreement allows for the Town and the developer to address various development issues related to the project and to provide for the construction of master planned roadway and utility improvements while providing for impact fee credits for certain infrastructure construction costs.

FISCAL IMPACT: \$128,659.00

Proposed Expenditure:	Account Number(s):
\$128,659.00	Impact Fee Credits

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 resolution as to form and legality.

ATTACHMENTS:

1. Development Agreement for Townlake Phase Two

DRAFT MOTION: Move to approve a Development Agreement between the Town of Flower Mound and Toll Brothers, Inc., for the construction of a Left Turn Lane and Water Line associated with the Townlake Phase Two residential development; and authorize the Mayor to execute same on behalf of the Town.

DEVELOPMENT AGREEMENT FOR TOWNLAKE PHASE TWO

THIS DEVELOPMENT AGREEMENT FOR TOWNLAKE Phase Two ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the Town of Flower Mound, Texas (the "Town"), and Toll Bros., Inc., a Texas corporation ("Developer").

WITNESSETH:

WHEREAS, the Townlake Phase Two Project ("Project") is a development encompassing approximately 59.423 acres in Flower Mound and described by metes and bounds on Exhibit "1" attached and incorporated herein for all purposes; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the construction of a roadway and construction of utilities, among other matters and to provide for impact fee credits by the Town of certain infrastructure construction costs; 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 and Developer desire to address (1) infrastructure and related concerns associated with the Project due to its location; (2) the anticipated roadway and related improvements to be constructed at and near the Project necessitated by the development of the Project; and (3) the concern for the public health, safety and welfare due to the foregoing; 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. Flower Mound Road Left Turn Lane.

A. Developer agrees to construct a median cut and left turn lane on Flower Mound Road to Walsingham Drive on the north edge of the Project ("Left Turn Lane") as more particularly shown on Exhibit "2," attached and incorporated herein for all purposes.

B. Prior to commencing construction, Developer shall submit construction plans for the Left Turn Lane 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 Left Turn Lane.

3. Water Line.

A. Developer agrees to construct a twelve (12) inch water line ("Water Line") along the south right-of-way line of Walsingham Drive from the western edge of the Project to Flower Mound Road as more particularly shown on Exhibit "2." The Water Line is to be upsized from an 8 inch to 12 inch line with the Town to provide impact fee credits to pay for the upsizing.

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. Impact Fee Credit. Developer will receive roadway impact fee credits for the Left Turn Lane in the amount of \$85,248 and water impact fee credits for the Water Line in the amount of \$43,411 for the Townlake Phase Two development.

5. 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.

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 Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton 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: Toll Bros., Inc.
 2525 SW Grapevine Parkway
 Grapevine, TX 76051
 Attn: Mike Boswell

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 Denton County Deed Records; Covenant Running with the Land.** This Agreement or a memorandum thereof shall be filed in the deed records of Denton 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 Left Turn Lane and 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: _____
Steve Dixon, Mayor Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

Notary Public, State of Texas

DEVELOPER:

Toll Bros., Inc.
a Texas corporation

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 Toll Bros., Inc., a Texas company, on behalf of said company.

Notary Public, State of Texas

LEGAL DESCRIPTION
59.423 ACRES

BEING a tract of land situated in the J. MALONE SURVEY, ABSTRACT NO. 857, and M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 935, the Town of Flower Mound, Denton County, Texas, and being a portion of that tract of land Toll Dallas TX, LLC, according to the document filed of record in Document Number 2013-134887, Official Records, Denton County, Tarrant, and being all of those tracts of land conveyed in Deed to Townlake Residential Community, Inc., according to the document filed of record in Document Number 2017-117941, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with an orange plastic cap stamped "G&A" found in the east line of that tract of land conveyed to Shady Oaks Family Ranch, LTD, according to the document filed of record in Document Number 2012-136827, Deed Record, Denton County, Texas, for the southwest corner of that tract of land conveyed to Michael F. Olson STD Bishop of the Catholic Diocese of Fort Worth, according to the document filed of record in Document Number 2015-27280, Deed Records, Denton County, Texas, being common with the northwest corner of said Toll Dallas TX, LLC tract;

THENCE North 89° 29' 47" East, leaving said common corner and with the south line of said Catholic Diocese tract, being common with the north line of said Toll Dallas TX, LLC tract, a distance of 1,086.97 feet to a 3/4 inch iron rod found for corner;

THENCE South 89° 15' 58" East, continuing with said common line, a distance of 260.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the west line of Flower Mound Road, a 90.00 foot right-of-way, said being at the beginning of a non-tangent curve to the left having an angle of 41° 40' 02", a radius of 1,095.00 feet and a chord bearing and distance of South 36° 58' 17" East, 778.88 feet;

THENCE With said west line and said curve to the left, an arc distance of 796.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 57° 48' 18" East, continuing with said west line, a distance of 70.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving said west line, over and across the above mentioned Toll Dallas TX, LLC tract, the following courses and distances:

South 32° 11' 42" West, a distance of 151.09 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 162° 08' 50", a radius of 50.00 feet and a chord bearing and distance of South 24° 18' 26" East, 98.79 feet;

With said curve to the right, an arc distance of 141.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having an angle of 59° 33' 29", a radius of 25.00 feet and a chord bearing and distance of South 26° 59' 14" West, 24.83 feet;

With said curve to the left, an arc distance of 25.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 02° 47' 30" East, a distance of 54.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 34° 42' 00", a radius of 363.00 feet and a chord bearing and distance of South 14° 33' 30" West, 216.50 feet;

With said curve to the right, an arc distance of 219.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve, Said curve to the left having a angle of 32° 33' 52", a radius of 137.00 feet and a chord bearing and distance of South 15° 37' 34" West, 76.82 feet;

With said curve to the left, an arc distance of 77.86 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 39' 22" East, a distance of 242.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 53° 09' 28", a radius of 213.00 feet and a chord bearing and distance of South 25° 55' 22" West, 190.61 feet;

With said curve to the right, an arc distance of 197.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 53° 49' 44", a radius of 25.00 feet and a chord bearing and distance of South 25° 35' 15" West, 22.63 feet;

With said curve to the left, an arc distance of 23.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a central angle of 105° 27' 00", a radius of 50.00 feet and a chord bearing and distance of South 51° 23' 53" West, 79.57 feet;

With said curve to the right, an arc distance of 92.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 14° 07' 23" West, a distance of 40.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 35° 31' 46" West, a distance of 214.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 23' 20" East, a distance of 212.68 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a central angle of 110° 48' 43", a radius of 50.00 feet and a chord bearing and distance of South 17° 34' 34" East, 82.32 feet;

With said curve to the right, an arc distance of 96.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 52° 10' 12" East, a distance of 33.45 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 23' 20" East, a distance of 195.35 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 32' 04" West, a distance of 81.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 27' 56" East, a distance of 14.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for an interior ell corner of the above mentioned Toll Dallas TX, LLC tract, being common with the northeast corner of Lot 7-R, Block A of KENSINGTON ESTATES, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat filed of record in Cabinet X, Slide 847, Plat Records, Denton County, Texas;

THENCE South 89° 36' 40" West, leaving said common corner, a distance of 720.64 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the north line of Lot 4, Block A of KENSINGTON PARK ESTATES, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat filed of record in Cabinet M, Slide 183, Plat Records, Denton County, Texas, for an interior ell corner of said Toll Dallas TX, LLC tract, being common with the southeast corner of the above mentioned Shady Oaks Family Ranch, LTD tract;

THENCE Leaving said common corner, and with the west line of said Toll Dallas TX, LLC tract, being common with the east line of said Shady Oaks Family Ranch, LTD tract, the following courses and distances:

North 00° 39' 22" West, a distance of 2,021.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

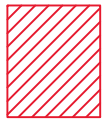
South 89° 47' 24" West, a distance of 688.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00° 47' 21" West a distance of 437.47 feet to the **POINT OF BEGINNING**, and containing 59.423 acres of land, more or less.

Y:\12004\12004-02-DEV AGRMNT HOLLANDSWORTH EXH.dwg, LTR L, 3/12/2018 2:27:39 PM, tmoss, Dowdey, Anderson & Associates

EXHIBIT 2 (PAGE 1 OF 1)

LEGEND



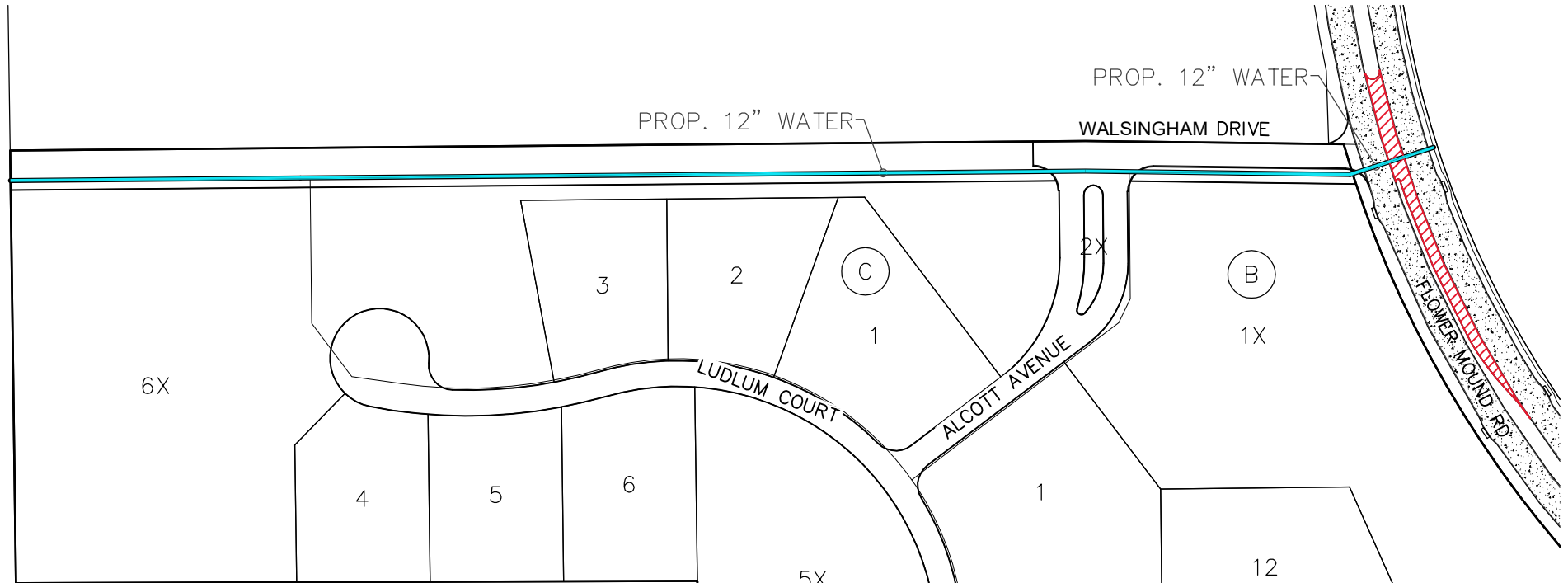
Prop Median &
Turn Lane in
Flower Mound Rd



Prop 12" Water



SCALE = NTS



DEVELOPMENT AGREEMENT EXHIBIT
MEDIAN & LEFT-TURN LANE
PROPOSED 12" WATER LINE
FLOWER MOUND, DENTON COUNTY, TEXAS



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

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



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: July 16, 2018

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

ITEM: Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets for reduced school speed zones for the Lewisville Independent School District locations.

BACKGROUND INFORMATION: The Lewisville Independent School District (LISD) has determined that they needed to change the start and end times of their schools. As a result of this change, the school zones associated with those schools also need to change. LISD has changed their start and/or end times for the last several years with one exception. This causes communities such as Flower Mound, Lewisville, Carrollton etc. to adjust school zones each year as well. Staff has considered several options in order to minimize the amount of times an ordinance has to be brought forward to Council and ease of installation and maintenance of Town infrastructure. The following option is recommended by staff along with a brief description.

Option 1: (recommended) "When Flashing or Times as Posted". This option would change specific times in the ordinance to "When Flashing or Times as Posted". This option does not change the approximate maintenance cost of materials from the \$1,500 but does allow both coverage for early release and summer school. This option would not require an ordinance to be brought forward to Council each time the school start and/or end times are changed.

The following table indicates the new school hours and the proposed school zone times with this option.

School Type	Hours	AM School Zone	PM School Zone
High School	8:20 AM – 3:35 PM	7:20 AM to 8:30 AM	3:25 PM to 4:20 PM
Middle School	8:55 AM – 4:10 PM	7:55 AM to 9:05 AM	4:00 PM to 4:55 PM
Elementary School	7:45 AM – 3:00 PM	6:45 AM to 7:55 AM	2:50 PM to 3:45 PM

The school zones that are combination of both Middle and Elementary Schools will cover both times without any breaks. The two exceptions to the list of school zones are the school zones on Duncan Lane and along Justin Road (FM 407). The Duncan Lane school zone is done in coordination with the City of Lewisville and runs in conjunction with their times. The school zone times for Duncan Lane will remain: 7:35 – 8:35 AM and 2:40 – 3:40 PM. The school zone on Justin Road (FM 407) is run by the Texas Department of Transportation (TxDOT). TxDOT has not indicated to staff if they intend to change the times of their school zone. If TxDOT determines they need to change the time on this school zone, an agenda item will be brought forward making those changes.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Other Options Considered:

- Option 2 – Cover all streets with school zone flashers
- Option 3 – Status quo
- Option 4 – Add "When Flashing" and change specific times in the ordinance to times that are generic in nature that the school zone times would change in the event the ISD changes their times

Option 2. This option would change the specific times in the ordinance to "When Flashing". Several locations are not covered by school zone flashers today and would require an additional 68 school zone flashers to cover every location at an approximate cost of \$340,000 with an annual maintenance cost of materials being

approximately \$4,600. This option would not require an ordinance to be brought forward to Council each time school start and/or end times are changed. Times on flashers can be changed remotely.

Option 3. This option would require a new ordinance each year that a school district changes either start and/or end times to adjust school zone times. The approximate maintenance cost of materials for this option is approximately \$1,500 each time the school district change times. When flashing could be added to this option to cover times during early release and summer school.

Option 4. This option would change specific times in the ordinance to "When Flashing or 60 minutes prior the tardy bell to 10 minutes after the tardy bell; 10 minutes prior to the dismissal bell to 45 minutes after the dismissal bell". This option does not change the approximate maintenance cost of materials from the \$1,500 but does allow both coverage for early release and summer school. This option would not require an ordinance to be brought forward to Council each time the school start and/or end times are changed. Traffic Operations could begin prepping to change school zone signs as soon as the school district announces their changes. The generic times before and after school were determined in consultation with the Police Department.

FISCAL IMPACT: Changing of school zone signs would be absorbed by the operations budget. Option 1 would require other funding sources.

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 ordinance as to form and legality.

ATTACHMENTS:

1. Draft Ordinance

DRAFT MOTION: Move to approve an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets for reduced school speed zones for the Lewisville Independent School District Locations.

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

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

WHEREAS, Section 545.356 of the Texas Transportation Code authorizes a municipality to establish prima facie maximum reasonable and prudent speeds for vehicles on streets and highways within its corporate boundaries; and,

WHEREAS, the Town Council recognizes that it is necessary to regulate traffic near schools to provide a reduced speed limit for a period of time that is of sufficient length to protect children going to and from school; and,

WHEREAS, the Town of Flower Mound has conducted an engineering and traffic investigation and study to determine a prima facie maximum speed limit which is reasonable and safe during certain times on the portions of certain roadways that are the subject of this ordinance; and,

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the existing speed limit times or distances on portions of streets associated with the Lewisville Independent School District are unreasonable and unsafe and the Town Council hereby declares that the speed limit times in those areas should be changed as set forth in this Ordinance; and,

WHEREAS, the Town Council finds that an amendment to the speed limit times on portions of streets associated with the Lewisville Independent School District as set out 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; and,

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

SECTION 1

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

SECTION 2

That Chapter 66, "Traffic and Vehicles," Article V, "Speed Limits," Section 66-214 "Enumeration for Specific Streets" of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by changing the times on the following streets in alphabetical order, leaving all other designation of speed limits in Section 66-214 unchanged:

Location	Speed (mph)
Aberdeen Drive from its intersection with Spinks Road to its intersection with Lake Forest Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Amhearst Lane from Forest Vista Drive to approximately 150 feet northwest of Warwick Avenue when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Amhearst Lane from approximately 70 feet west of Remmington Drive to approximately 40 feet east of Bennington Avenue when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Beacon Street from approximately 200 feet west of Bridlewood Boulevard to approximately 200 feet east of Bridlewood Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Belstrum Drive from Bridlewood Boulevard to approximately 200 feet east of Bridlewood Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Bridlewood Boulevard from Waketon Road to approximately 145 feet south of Beacon Street when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
Bridlewood Boulevard from approximately 460 feet north of West Windsor Drive to approximately 30 feet north of Mustang Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Bruton Orand Boulevard from approximately 100 feet northwest of Brittany Drive/Sterling Parkway to approximately 270 feet south of Kenwood Drive when the	20

ORDINANCE NO.**PAGE 3**

school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	
All other times it shall be:	40
Bruton Orand Boulevard from approximately 310 feet north of Flower Mound Road to Flower Mound Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Canyon Falls Drive from approximately 250 feet southwest of Denton Creek Boulevard to approximately 250 feet southeast of Perdarnales Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Churchill Drive from approximately 200 feet south of Oxford Lane to Windsor Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
College Parkway from approximately 200 feet west of Morriss Road to Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
College Parkway from Morriss Road to approximately 200 feet east of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
College Parkway from approximately 200 feet west of Timber Creek Road to approximately 200 feet east of Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
College Parkway from approximately 345 feet east of Cambridge Drive to approximately 180 feet west of Lansdale Drive/Prescott Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Denton Creek Boulevard from approximately 200 feet north of Canyon Falls Drive to approximately 1,200 feet south of Canyon Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Dixon Lane from Morriss Road to approximately 75 feet west of Ridgemont Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20

ORDINANCE NO.**PAGE 4**

All other times it shall be:	40
Duncan Lane, southbound lanes, from its intersection with Flower Mound Road (FM 3040) to approximately 1,400 feet south of Flower Mound Road (FM 3040) when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Eaton Street from approximately 130 feet west of Timber Creek Road to Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Firewheel Drive from approximately 190 feet west of Shadow Wood Lane to approximately 250 feet east of Shadow Wood Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Firewheel Drive from approximately 200 feet southwest of Garden Road to approximately 270 feet northeast of Garden Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Flower Mound Road from approximately 250 feet west of Bruton Orand Boulevard/Simmons Road to approximately 215 feet east of Bruton Orand Boulevard/Simmons Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Flower Mound Road from 700 feet west of Old Settlers Road to 335 feet west of Stanford Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Forest Vista Drive from approximately 540 feet east of Thrush Road to approximately 75 feet east of Brookwood Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Forest Vista Drive from approximately 200 feet west of Amhearst Lane to approximately 125 feet east of Lake Forest Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Forest Vista Drive from approximately 325 feet west of Morriss Road to approximately 200 feet east of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35

ORDINANCE NO.**PAGE 5**

Foxborough Trail from approximately 440 feet west of Roundrock Way to approximately 210 feet east of Meandering Creek Path when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	25
Garden Ridge Boulevard from Kirkpatrick Lane to approximately 200 feet south of Kirkpatrick Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Garden Ridge Boulevard from approximately 200 feet north of St. Gallen Lane to approximately 200 feet south of St. Gallen Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Garden Ridge Road from approximately 60 feet south of Newport Drive to approximately 35 feet north of Saddleback Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Garden Road from Firewheel Drive to approximately 225 feet southeast of Garden Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Garden Road from approximately 50 feet south of Springwood Road to Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Horseshoe Falls Drive from approximately 200 feet north of Canyon Falls Drive to Canyon Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be	30
Jennifer Drive from Quail Run Road to approximately 250 feet south of Quail Run Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	25
Kenwood Drive from Bruton Orand Boulevard to approximately 60 feet northeast of Kimberly Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Kingston Lane from Timber Creek Road to approximately 125 feet east of Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20

ORDINANCE NO.**PAGE 6**

All other times it shall be	25
Kirkpatrick Lane from approximately 920 feet west of Timber Creek Road to approximately 480 feet east of Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Kirkpatrick Lane from Morriss Road to approximately 300 feet east of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Kirkpatrick Lane from Garden Ridge Boulevard to approximately 900 feet west of Wager Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Lake Forest Boulevard from Forest Vista Drive to approximately 200 feet south of Forest Vista Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Lake Forest Boulevard from approximately 200 feet north of Amhearst Lane to approximately 200 feet south of Amhearst Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Lakeshore Drive from approximately 165 feet north of Forest Vista Drive to approximately 100 feet north of Turtle Cove when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Leanne Drive from Quail Run Road to approximately 225 feet south of Quail Run Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Matterhorn Lane from Winding Oaks Drive to approximately 240 feet north of Winding Oaks Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	25
McKamy Creek Road from approximately 275 feet east of Kipling Drive to approximately 30 feet east of Columbia Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40

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Moorefield Drive from Morriss Road to approximately 75 feet west of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Morningstar Drive from Remington Park Drive to approximately 100 feet southwest of Remington Park Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session	20
All other times it shall be:	25
Morriss Road from 140 feet south of Waketon Road to approximately 200 feet north of Dixon Lane/Valley Ridge Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Morriss Road from Woodview Drive to Morriss Court when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Morriss Road from approximately 200 feet north of Garden Road to approximately 210 feet south of Moorefield Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Morriss Road from approximately 235 feet north of Forest Vista Drive to approximately 700 feet south of Forest Vista Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Old Settlers Road from approximately 600 feet north of Peters Colony Road to approximately 80 feet south of Walnut Grove Place when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Old Settlers Road from approximately 200 feet north of Flower Mound Road to 1,375 feet south of Flower Mound Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Old Settlers Road from McKamy Creek Road to approximately 200 feet north of McKamy Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Paisley Drive from 200 feet west of Garden Ridge Road to Garden Ridge Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	25

ORDINANCE NO.**PAGE 8**

Perdarnales Falls Drive from approximately 200 feet north of Canyon Falls Drive to Canyon Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Peters Colony Road from approximately 110 feet east of Kolenby Drive to approximately 530 feet east of Old Settlers Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Prairie Ridge Road from approximately 200 feet north of Canyon Falls Drive to Canyon Falls Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times shall be	30
Quail Run Road from approximately 260 feet east of Flower Mound Road to approximately 35 feet west of Andrea Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Remington Park Drive from approximately 20 feet east of Indale Way to approximately 30 feet southeast of Morningstar Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	25
Sagebrush Drive from Old Settlers Road to approximately 475 feet east of Old Settlers Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Shadow Wood Lane from Firewheel Drive to approximately 70 feet north of Firewheel Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Simmons Road from Flower Mound Road to approximately 380 feet south of Flower Mound Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
Spinks Road from approximately 330 feet west of Aberdeen Drive to approximately 45 feet east of Tanglewood Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	35
Spring Meadow Lane from Timber Creek Road to approximately 200 feet south of Timber Creek Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20

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	All other times it shall be:	30
	St. Gallen Lane from Garden Ridge Boulevard to Wager Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
	All other times it shall be:	30
	Sterling Parkway from Bruton Orand Boulevard to approximately 400 feet east of Dwyer Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
	All other times it shall be:	25
	Timber Creek Road from approximately 200 feet south of Colony Street to approximately 585 feet northeast of Kirkpatrick Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
	All other times it shall be:	30
	Timber Creek Road from approximately 150 feet south of Glen Hollow Lane to Valley Ridge Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
	All other times it shall be:	30
	Timber Creek Road from approximately 200 feet north of Eaton Street to approximately 200 feet east of Spring Meadow Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
	All other times it shall be:	30
	Timber Creek Road, except:	
(a)	From 200 feet northeast of Kings Drive to approximately 535 feet southwest of Lori Court when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
(b)	From 190 feet southwest of College Parkway to approximately 200 feet northeast of College Parkway when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
	Valley Ridge Boulevard from Morriss Road to approximately 210 feet east of Morriss Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
	All other times it shall be:	40
	Valley Ridge Boulevard from Morriss Road to approximately 410 feet east of Timber Creek Road when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
	All other times it shall be:	40
	Wager Road from Kirkpatrick Lane to approximately 400 feet south of St. Gallen Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20

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All other times it shall be:	30
Waketon Road from the west town limits to approximately 365 feet east of Bridlewood Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Waketon Road from Morriss Road to approximately 30 feet east of Pebblebrook Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	40
West Windsor Drive from Bridlewood Boulevard to approximately 235 feet east of Bridlewood Boulevard when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30
Winding Oaks Drive from approximately 210 northwest of Matterhorn Lane to approximately 160 feet southeast of Matterhorn Lane when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	25
Windsor Drive from approximately 120 feet northwest of Avon Court to approximately 245 feet east of Churchill Drive when the school zone flasher is flashing or during times as posted on reduced school zone speed limit sign while school is in session.	20
All other times it shall be:	30

SECTION 3

The speed limits set forth in Section 2 above, are effective when the Town Manager, or his designee, erects signs giving notice of the new speed limits and times. The Town Manager is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

SECTION 4

Any person, firm or corporation violating any term or provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$200.

SECTION 5

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

ORDINANCE NO.**PAGE 11****SECTION 6**

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 7

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

SECTION 8

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16TH DAY OF JULY, 2018.

APPROVED:

Steve Dixon, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: July 16, 2018

FROM: Clay Riggs, Senior Project Engineer

ITEM: Consider approval of Change Order No. 4 and final acceptance of the Lakeside Lift Station and Force Main project, amending the contract with North Texas Contracting, for an increase to the contract in the amount of \$600.00, authorization of final payment to North Texas Contracting, in the amount of \$114,355.36; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Change Order No. 4 provides for the removal of the old Southside Lift Station access gate. A new gate in a different location was installed with Change Order No. 3. Final payment consists of \$109,705.36 of retainage and \$4,650.00 of Work Completed, for a final Payment of \$114,355.36, and a total contract amount of \$2,202,794.80.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$114,355.36

Proposed Expenditure:	Account Number(s):
\$114,355.36	630-970-98560

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

LEGAL REVIEW: N/A

ATTACHMENTS:

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

DRAFT MOTION: Move to approve Change Order No. 4 and final acceptance of the Lakeside Lift Station and Force Main project, amending the contract with North Texas Contracting, for an increase to the contract in the amount of \$600.00, authorize final payment to North Texas Contracting, in the amount of \$114,355.36; and authorize the Mayor to execute same on behalf of the Town.

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Date _____

Project: Lakeside Lift Station & Force Main Estimate No.: 20 & 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
1A CO2	COMPLETE CONSTRUCTION OF THE LAKESIDE LIFT STATION IMPROVEMENTS & YARD PIPING	LS	1.00		\$ 843,473.80				\$ 843,473.80	\$0.00		100.00%
2A	TRENCH SAFETY	EA	90.00	\$ 4.00	\$ 360.00	90.00	0.00	90.00	360.00	-	360.00	100.00%
1B	MOBILIZATION	LS	1	\$ 81,000.00	\$ 81,000.00	0.95	0.05	1.00	76,950.00	4,050.00	81,000.00	100.00%
2B	18" CLASS 150 DUCTILE IRON FORCE MAIN BY OPEN CUT	LF	4009	\$ 150.00	\$ 601,350.00	4009.00	0.00	4009.00	601,350.00	-	601,350.00	100.00%
3B	18" CLASS 150 DUCTILE IRON RESTRAINED JOINT FORCE MAIN WITH CASING SPACERS	LF	365	\$ 340.00	\$ 124,100.00	365.00	0.00	365.00	124,100.00	-	124,100.00	100.00%
4B	18" PLUG VALVE	EA	1	\$ 20,000.00	\$ 20,000.00	1.00	0.00	1.00	20,000.00	-	20,000.00	100.00%
5B CO3	BORE WITH 30" I.D. (MIN) STEEL CASING	LF	360.00	\$ 550.00	\$ 198,000.00	360.00	0.00	360.00	198,000.00	-	198,000.00	100.00%
6B	CONNECT TO EXISTING MANHOLE	EA	1	\$ 3,000.00	\$ 3,000.00	1.00	0.00	1.00	3,000.00	-	3,000.00	100.00%
7B	INSTALL PROTECTIVE LINER ON EXISTING 5' DIAMETER MANHOLE	LS	1	\$ 2,000.00	\$ 2,000.00	1.00	0.00	1.00	2,000.00	-	2,000.00	100.00%
8B	TRENCH SAFETY	LF	4009	\$ 1.00	\$ 4,009.00	4009.00	0.00	4009.00	4,009.00	-	4,009.00	100.00%
9B CO3	REMOVE AND REPLACE BARBED WIRE FENCE	LF	485.00	\$ 9.00	\$ 4,365.00	485.00	0.00	485.00	4,365.00	-	4,365.00	100.00%
10B CO3	BARBED WIRE TEMPORARY FENCE	LF	1,000.00	\$ 5.00	\$ 5,000.00	1000.00	0.00	1000.00	5,000.00	-	5,000.00	100.00%
11B	SEEDING, FERTILIZER AND EROSION CONTROL	LF	2982	\$ 5.00	\$ 14,910.00	2982.00	0.00	2982.00	14,910.00	-	14,910.00	100.00%
12B CO2	REMOVE AND REPLACE 2" PVC WATER LINE	LF	0.00	\$ 10.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
13B	2" AIR RELEASE/VACUUM VALVE - REMOVE AND REPLACE EXISTING	EA	2	\$ 10,000.00	\$ 20,000.00	2.00	0.00	2.00	20,000.00	-	20,000.00	100.00%
14B	3" AIR RELEASE/VACUUM VALVE AND VAULT	EA	3	\$ 20,000.00	\$ 60,000.00	3.00	0.00	3.00	60,000.00	-	60,000.00	100.00%
15B	CONCRETE SIDEWALK REPAIR	SY	233	\$ 80.00	\$ 18,640.00	233.00	0.00	233.00	18,640.00	-	18,640.00	100.00%
16B CO3	CONCRETE DRIVEWAY REPAIR	SY	0.00	\$ 80.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
17B	ASPHALT PAVEMENT REPAIR	SY	79	\$ 80.00	\$ 6,320.00	79.00	0.00	79.00	6,320.00	-	6,320.00	100.00%
18B CO3	INSTALL VARIABLE WIDTH FLEX BASE ROAD	SY	1,375.30	\$ 10.00	\$ 13,753.00	1375.30	0.00	1375.30	13,753.00	-	13,753.00	100.00%
19B CO3	CONCRETE PAVEMENT REPAIR	SY	1,762.10	\$ 40.00	\$ 70,484.00	1762.10	0.00	1762.10	70,484.00	-	70,484.00	100.00%
20B	TREE REMOVAL AND PROTECTION	LS	1	\$ 40,000.00	\$ 40,000.00	1.00	0.00	1.00	40,000.00	-	40,000.00	100.00%
21B	CATHODIC PROTECTION	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	0.00	1.00	20,000.00	-	20,000.00	100.00%
22B	CCA BUILDING TRAFFIC SIGNS	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	1,000.00	-	1,000.00	100.00%
23B	PROJECT SIGN	EA	2	\$ 500.00	\$ 1,000.00	2.00	0.00	2.00	1,000.00	-	1,000.00	100.00%
24B CO3	TEMPORARY REMOVAL AND REPLACEMENT OF EXISTING TRAFFIC SIGNS	LS	0.00	\$ 1,000.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
25B	TRAFFIC CONTROL PLAN	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	5,000.00	-	5,000.00	100.00%
26B CO2	REMOVE AND REPLACE 18" CLASS III RCP STORM	LF	40.00	\$ 150.00	\$ 6,000.00	40.00	0.00	40.00	6,000.00	-	6,000.00	100.00%
27B CO3	REMOVE AND REPLACE 24" CLASS III RCP STORM	LF	0.00	\$ 200.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
28B CO3	REMOVE AND REPLACE 60" CLASS III RCP STORM	LF	0.00	\$ 300.00	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
CO1A CO3	TEMPORARY ASHPHALT PAVEMENT	SY	0.00	\$ 26.67	\$ -	0.00	0.00	0.00	-	-	-	#DIV/0!
CO2A CO3	REMOVE AND REPLACE 2.5" PVC WATER LINE	LF	290.00	\$ 17.00	\$ 4,930.00	290.00	0.00	290.00	4,930.00	-	4,930.00	100.00%
CO3A	TEMPORARY LIFT STATION ACCESS ROAD	LS	1.00	\$ 33,500.00	\$ 33,500.00	1.00	0.00	1.00	33,500.00	-	33,500.00	100.00%
CO4A	REMOVE ACCESS GATE	LS	1.00	\$ 600.00	\$ 600.00	0.00	1.00	1.00	-	600.00	600.00	
TOTAL					2,202,794.80				2,198,144.80	\$4,650.00	2,202,794.80	100.00%

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Conforms with the American Institute of
Architects, AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond No SU1134933

PROJECT:

(name, address) Lakeside Left Station and Force Main
Flower Mound, TX

TO (Owner)

TOWN OF FLOWER MOUND

2121 Cross Timbers Rd.

Flower Mound

TX 75028

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Bid #2015-79 - Lakeside Lift Station and Force Main

CONTRACT DATE: 8/3/2015

CONTRACTOR: NORTH TEXAS CONTRACTING, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(here insert name and address of Surety Company)

ARCH INSURANCE COMPANY

300 Plaza Three

Jersey City

NJ 07311-1107

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

NORTH TEXAS CONTRACTING, INC.

4999 Keller Haslet Rd.

Keller

TX 76248

, 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 (here insert name and address of Owner)

TOWN OF FLOWER MOUND

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

19th

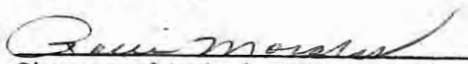
day of June, 2018

Attest:
(Seal):



ARCH INSURANCE COMPANY

Surety Company


Signature of Authorized Representative

Robbi Morales

Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Don E. Cornell, Kelly A. Westbrook, Ricardo J. Reyna, Robbi Morales, Sophinie Hunter, Tina McEwan and V. DeLene Marshall of Dallas, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED. That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

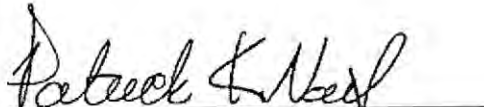
VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

AIC 0000247820

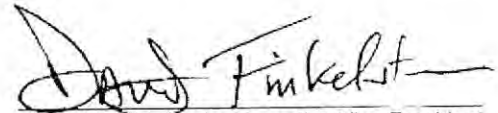
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of June, 2018.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

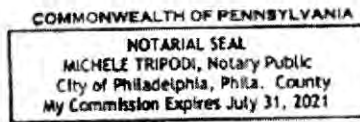


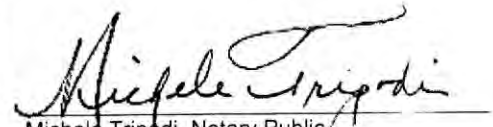

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

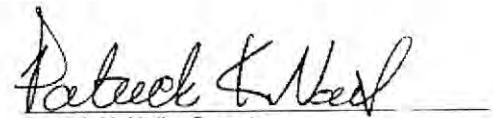



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 1, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of June, 2018.


Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



AFFIDAVIT

STATE OF TEXAS

COUNTY OF DENTON

Before me, the undersigned authority, a notary public in the state and county aforesaid, on this day personally appeared Zach Fusilier, Vice President Of North Texas Contracting, 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 Town 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;

Town of Flower mound
Lakeside Lift Station and Force Main
Town Bid No. 2015-79

BY

Zach Fusilier, Vice President

Subscribed and sworn before me on this date 20th of June, 2018.


Notary Public
Denton County, Texas



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: July 16, 2018

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: Consider approval of a Charter Service Agreement with Durham School Services, L.P., in an annual amount not-to-exceed \$20,000, to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town of Flower Mound Parks and Recreation Division annually uses transportation services for its summer camp field trips, Christmas Parade and Tree Lighting Ceremony, and Independence Fest. It is of the highest importance that the transportation of our residents be done in a timely, safe, and professional manner. Parks and Recreation staff have worked with Durham School Services for over 10 years and they have provided excellent service during that time. Durham School Services is a national company that provides services for the Dallas Cowboys and Texas Rangers games, and transportation needs of students all over the country. They have an office in Dallas and will provide a local point of contact to assist with planning and logistics.

Staff has had performance issues with another company that was based in California and they had trouble last year handling the work-load of the summer camp program. In addition, there was not a local contact available to help coordinate logistics and work special events. Durham School Services was a much more viable option when comparing the two companies.

The agreement will be a one year agreement with the option for two, one year renewals.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Not-To-Exceed \$20,000

Proposed Expenditure:	Account Number(s):
\$14,100	100-630-34200-5110
\$5,900	100-630-34420-5110

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

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

ATTACHMENTS:

1. Charter Services Agreement

DRAFT MOTION: Move to approve a Charter Service Agreement with Durham School Services, L.P., in an annual amount not-to-exceed \$20,000, to provide shuttle buses for various special events and the day camp program; and authorization for the Mayor to execute same on behalf of the Town.

Durham School Services**CHARTER SERVICE AGREEMENT**

THIS AGREEMENT consists of this page and the attached Terms and Conditions and is made and entered into this 18th day of July, 2018 by and between DURHAM SCHOOL SERVICES, L.P., a Delaware limited partnership, ("the Carrier") and the Town of Flower Mound ("the Customer"). In consideration of the following, the Carrier agrees to provide charter transportation service for the Customer as specified below.

ITINERARY: The Carrier's driver will adhere to the itinerary provided by the Customer within reason. Any changes must be approved by a Carrier representative and may result in additional fees charged to the Customer. All itineraries are subject to review and approval by the Carrier.

CONTRACT TERM: June 13, 2018 through June 12, 2019, in addition Carrier is offering (2) two additional (1) one year extensions which must be accepted in writing prior to the expiration of the current contract term in force.

NUMBER OF BUSES REQUESTED: Varies according to event needs. See Rates for number of buses and price quoted.

PAYMENT: Carrier shall submit invoices to the Customer for all services provided under this Agreement. Customer agrees to make payment for such services within thirty (30) days. In the event sums due and payable are not received within thirty (30) days, a late charge of 1.5% per month of the outstanding balance will be assessed upon the account. The Carrier reserves the right to cancel the Charter Service Agreement for non-payment. Payment must be made by credit card, cashier's check, money order or business check. Cash will not be accepted. Customer will be charged any and all fees due to Non-Sufficient Funds ("NSF").

RATES:

Summer Camp - Two (2) buses each week during summer break varies from 9 - 11 weeks - \$55.00 per hour, per bus

Independence Fest - 22 buses includes ADA bus and all blue buses with under storage, (Six (6) donated in exchange for sponsorship), and ground crew - Total \$10,800.00

Christmas Parade - Eight (8) buses includes ADA bus and all blue buses with under storage (Three (3) donated in exchange for sponsorship), and ground crew - Total \$3,300.00

Spring Break Camp - One (1) bus - 52 passenger bus for One (1) trip - \$55.00 per hour, per bus

*The rates above include the non-refundable cleaning fee, which applies to normal use.

ADDITIONAL CHARGES: The Customer shall be responsible for all parking expenses, tolls, and park entrance fees at time of service.

RESPONSIBLE PARTY: The Customer identifies the following person to be the primary point of contact who will be available, if needed, during the charter trip.

- Kimberly Cheek, Programs Supervisor - 972-874-6276 (O) or 972-849-8248 (C) re: Camps and Christmas Parade
- Michael Davenport, CAC Manager - 972-874-6279 (O) or 817-505-8444 (C) re: Independence Fest

CUSTOMER BILLING ADDRESS:

Town of Flower Mound Parks and Recreation 2121

Cross Timbers Road

Flower Mound, TX 75028

Steve Dixon

Print Name

Mayor

Title

Authorized Signature

Date Signed

Austin Arksey

Print Name

VP, North American Charter

Title/Position

Authorized Signature

Date Signed

TERMS AND CONDITIONS

SERVICE: Performance of the service detailed in this Agreement is contingent upon the Carrier's ability to furnish the vehicle and perform the services. Carrier reserves the right to lease the vehicle from other carriers or subcontract services in order to fulfill this Agreement. Carrier will follow the written itinerary, however, exact departure and arrival times are not guaranteed. Carrier will abide by federal, state, and local regulations as applicable.

RISK OF LOSS: Carrier is not responsible for the loss, damage, or theft of personal property. Carrier is not responsible for the personal injury of Customers or third parties caused by the negligent or intentional acts of the Customer, passengers or third parties.

PASSENGER CONDUCT: At any time during the charter trip the Carrier, or the driver as the Carrier's representative, reserves the right to refuse to transport any person or persons that Carrier or its representative believes to be under the influence or whose conduct is objectionable to other passengers or detrimental to the safe operation of the vehicle.

Smoking and consumption of alcoholic beverages are strictly prohibited while on the vehicle. Passengers engaging in any acts of illegal activity shall be removed from the vehicle. Customers carrying weapons are subject to removal at the Carrier's discretion.

Carrier will not permit anything to be thrown out of the windows or placed over any of the windows. Animals are not permitted unless approved by the Carrier in advance. Carrier is not responsible for any passengers who have not boarded the vehicle at the time of departure. Customer must provide their own supervision if required. The Carrier is not responsible for the Customer's failure to provide supervision.

VEHICLE EQUIPMENT AND ACCESSORIES: Use of any equipment, including but not limited to radios, CD players, or video devices, whether installed on the vehicle or brought by passengers shall be operated only if agreed to by the Carrier or the driver as the Carrier's representative. Any activity that interferes with the safe operation of the vehicle shall be discontinued immediately. Use of any external signage or decoration requires prior Carrier approval subject to law.

REPAIRS OR DAMAGE: The Customer is liable for all damage to the vehicle interior and exterior caused by any of the passengers or incurred during the charter trip, unless the result of driver's negligence. An additional fee will be charged for any cleaning services beyond what is usual and customary. Customer shall be responsible for replacement costs of any items that cannot be satisfactorily cleaned or repaired.

INSURANCE: Carrier shall maintain insurance for General and Auto Liability coverage and for Workers' Compensation coverage that, at a minimum, meets the Customer's Insurance Requirements attached hereto as Exhibit A. General and Auto Liability insurance shall be maintained to protect Carrier from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Carrier under this Agreement. The General Liability and Automobile Liability insurance shall each have a single limit of One Million Dollars (\$1,000,000.00). Worker's Compensation Insurance shall be maintained by Customer as required by law to protect the Carrier from claims that arise from its operation under this Agreement. Carrier shall name Customer as an additional insured on such policies and shall provide Customer with a certificate of insurance.

HOLD HARMLESS: To the extent permitted by law, the Customer agrees to defend, hold harmless and indemnify the Carrier from any and all claims which may be made by reason of any injury to person or damage to property which arise out of, are caused by, or result from the negligent act or omission or willful misconduct of the Customer, its agents, employees, representatives, officers and directors as well as any passengers or guests, directly or indirectly associated with the Customer. Customer, at its own expense and risk, shall defend any legal

proceeding in connection with this Agreement that may be brought against the Carrier, its officers, agents, or employees on any such claim or demand, and satisfy any judgment that may be rendered against the Carrier. Carrier agrees to indemnify, hold harmless, and defend the Customer and its officers, agents, and employees from any and all claims by third parties, including, but not limited to, claims for pecuniary damages, reasonable attorney's fees, court costs, judgments, real and personal property damage, personal injury, and death, which arise out of, are caused by, or result from the negligent act or omission or willful misconduct of Carrier, its agents, employees, representatives, officers and directors. This Indemnity provision shall survive the termination of this Agreement. The Customer, its agents, employees, representatives, officers and directors shall cooperate in all reasonable manners in the defense of such claims.

FORCE MAJEURE: Carrier shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, earthquake, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of the vehicle, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of the Carrier. Additionally, the Carrier shall not be responsible for any damages which result from any cancellation or delay.

AS IS WARRANTY: Vehicle and services included or otherwise made available to the Customer are provided on an "As Is" and "As Available" basis. Carrier makes no representations or warranties of any kind, express or implied, as to the operation of vehicle and accessories.

LIMITATION OF LIABILITY: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Carrier and the Carrier's officers, directors, employees, agents, and any of them, to the Customer and anyone claiming by, through or under the Customer, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Carrier and the Carrier's officers, directors, employees, agents, and any of them, shall not exceed the one million dollars (\$1,000,000).

DISPUTE RESOLUTION: The Parties agree to submit any dispute to mediation before resorting to litigation. The costs of mediation shall be shared equally; however, each party shall be responsible for its own attorneys' fees. If a dispute has not been successfully mediated within 30 days of the first mediation session, then either party may seek resolution in a court of law. This Dispute Resolution provision shall survive termination of the Agreement.

GOVERNING LAW/ENTIRE AGREEMENT: This Agreement and all of the rights and obligations of the parties hereto shall be construed, interpreted and applied in accordance with the laws of the State of Texas. This document represents the entire Agreement between the parties. No changes or modifications shall be made to these Terms and Conditions. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein. Each Party hereto covenants and agrees to submit to the exclusive jurisdiction of any state or federal court in Denton County, Texas in respect to any dispute, action, suit, or proceeding arising out of, based upon, or relating to this Agreement.

HEADINGS: Headings herein are for convenience only and have no effect in limiting or extending the language of the provisions to which they refer.

EXHIBIT A

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor 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 vendor. 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.
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.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract 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.

C. 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 vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The vendor'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 vendor'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 vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit 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 vendor 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.

D. 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.

E. VERIFICATION OF COVERAGE

Vendor shall provide the Town 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.

**TOWN COUNCIL AGENDA ITEM NO. 14****REGULAR ITEM****DATE:** July 16, 2018**FROM:** Debra Wallace, Deputy Town Manager/CFO**ITEM:** Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2018A, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

BACKGROUND INFORMATION: The Financial Services staff and Hilltop Securities, the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the potential issuance of Certificates of Obligation, Series 2018A, ("the Certificates").

In order to efficiently complete the sale, the attached ordinance establishes the following parameters, giving the Town Manager and Deputy Town Manager/CFO the authority to approve all necessary documents and finalize the sale. The authorization will expire 180 days after passage of the ordinance.

Maximum Principal Amount	\$10,900,000
Maximum True Interest Cost	4.75%
Final Maturity Date	March 1, 2038

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 17-18 Five-Year Capital Improvement Program ("CIP") as listed on Attachment 1. On November 6, 2017, the Town Council approved a reimbursement resolution for an amount not to exceed \$40,520,000 to fund improvements in accordance with the FY 17-18 CIP. CIP Amendments during the fiscal year have modified funding sources and move project start dates to future years, thus reducing the proposed debt issuance from \$40,520,000 to \$21,800,000 with \$10,900,000 previously issued in January 2018. The proposed principal amount of \$10,900,000 includes \$170,000 for estimated financial closing costs.

At the Town Council meeting on June 4, 2018, the Town Council authorized the publication of notice to issue Certificates of Obligation, Series 2018A, (the "Certificates") in the principal amount not to exceed \$10,900,000.

The issuance will be conducted as a negotiated sale with the pricing to occur on July 17, 2018. The Certificates will begin accruing interest on August 1, 2018 (the Dated Date), which the Town will receive upon delivery of the funds on August 14, 2018. The Bank of New York Mellon Trust Company, N.A., will serve as the Paying Agent/Registrar for the Certificates. The preliminary official statement, which discloses details related to issuance of the Certificates and the Town, is available in the Financial Services Department for review.

FISCAL IMPACT: Approximate amount of \$10,900,000

Proposed Expenditure:	Account Number(s):
A maximum of \$10,900,000 in certificates.	Ad valorem taxes will fund the general capital project, while the utilities system will fund the waterworks and sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed ordinance. No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Proposed Projects
2. Draft of Ordinance authorizing the issuance of Certificates of Obligation, Series 2018A
3. Draft Paying Agent/Registrar Agreement

DRAFT MOTION: Move to approve an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2018A, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.

Certificates of Obligations, Series 2018A**General Capital Projects****Street Projects:**

ADA Transition Plan and Implementation	\$	115,000	
FM 2499 at Lakeside North Right Turn Lane		100,000	
Lake Forest Boulevard Roadway Improvements		1,400,000	
Roadway Amenities		90,000	
Skillern Road (Flower Mound Road to Riverhill)		900,000	
Waketon Road		230,000	\$ 2,835,000

Signal Projects:

Traffic Detection Rehabilitation	\$	125,000	\$ 125,000
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Facility Projects:

Fire Station No. 7 and Apparatus (Wichita Trail)	\$	1,470,000	
Library Expansion		1,500,000	
Storage Warehouse		650,000	\$ 3,620,000

Total General**\$ 6,580,000****Utility Capital Projects****Water Projects:**

High Road Water Line Replacement Phase I	\$	1,900,000	\$ 1,900,000
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Wastewater Projects:

Bakers Branch Collector Phase II (Lexington to Gerault)	\$	1,500,000	
Lower Timber Interceptor (Teakwood to Pintail Park)		750,000	\$ 2,250,000

Total Utility**\$ 4,150,000****Total of Debt Issuance Projects****\$ 10,730,000****Estimated financing costs****\$ 170,000****Grand Total of Debt Issuance****\$ 10,900,000**

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____-18

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2018A"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized Town official; and providing an effective date.

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed \$10,900,000 for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire and library facilities and a storage warehouse for municipal equipment and vehicles, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; and

WHEREAS, a "Notice of Intention to Issue Town of Flower Mound, Texas, Certificates of Obligation" was duly published in *The Denton Record-Chronicle*, a newspaper hereby found and determined to be of general circulation in the Town of Flower Mound, Texas, on June 14, 2018 and June 21, 2018, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage and adoption of this Ordinance; and

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

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

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

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

SECTION 1: Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the Town shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title “TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2018A” or such other designation as specified in the Pricing Certificate (hereinafter referred to as the “Certificates”), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire and library facilities and a storage warehouse for municipal equipment and vehicles, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended and Chapter 1371.

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

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

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

(i) the aggregate original principal amount of the Certificates shall not exceed \$10,900,000;

- (ii) the maximum true interest cost for the Certificates shall not exceed 4.75%; and
- (iii) the maximum maturity date of the Certificates shall not exceed March 1, 2038.

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

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

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

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

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

first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

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

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

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

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

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

any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the Town, to the Holder requesting the exchange.

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

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

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

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

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

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

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities

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

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

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

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

SECTION 9: Forms.

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

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

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

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2018A

Certificate Date:
_____, 2018

Interest Rate:
_____ %

Stated Maturity:
_____, ____

CUSIP No.:

Registered Owner:

Principal Amount: _____ DOLLARS

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

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

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2018A" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire and library facilities and a storage warehouse for municipal equipment and vehicles, (iii) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF FLOWER MOUND, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

Town Secretary

(TOWN SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS

(
(
(
(

REGISTER NO. _____

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

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

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.ASSIGNMENT

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

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

DATED: _____

Signature guaranteed:

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

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

REGISTERED:
NO. T-1

REGISTERED:
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS,
CERTIFICATE OF OBLIGATION
SERIES 2018A

Certificate Date: _____, 2018

Registered Owner:

Principal Amount: _____ DOLLARS

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

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

(Information to be inserted from the Pricing Certificate).

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

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

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

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

(c) The term "Certificates" shall mean the "Town of Flower Mound, Texas, Certificates of Obligation, Series 2018A" authorized by this Ordinance.

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

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

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

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

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

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

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

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

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

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated "SPECIAL 2018A TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND," and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the Town's depository. The Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO or Town Secretary, individually or collectively, are hereby authorized and directed

to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

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

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

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

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

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

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

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

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

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

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

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

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

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

Third: To the payment, equally and ratably, of the limited amounts required to be deposited in the special funds and accounts created and established for the payment of the debt service requirements of the Certificates (the Certificate Fund), the "Town of Flower Mound, Texas Certificates of Obligation, Series 2018" dated February 1, 2018 (the "Series 2018 Certificates") and Additional Certificates.

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

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

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

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

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

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

(2) Other than for the payment of the Prior Lien Bonds, the Series 2018 Certificates and the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the Town or of the System.

SECTION 18: Issuance of Prior Lien Bonds and Additional Certificates. The Town hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, and also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

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

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

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

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be

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

SECTION 23: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds)

in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Town shall comply with each of the specific covenants in this Section.

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

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

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

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

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

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

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

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

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

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

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

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of

any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

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

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

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

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

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section ("Defeased Certificates") when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. At such time as Certificates shall be deemed to be Defeased Certificates hereunder, as aforesaid, such Certificates and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Securities.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Certificates that is made in conjunction with the payment arrangements specified in (i) or (ii) above in this paragraph shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the Town: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the registered owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

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

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

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

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

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

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

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

1. The details of the purchase and sale of the Certificates;
2. The details of any public offering of the Certificates by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the Town's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Certificates, if any;
5. The representations and warranties of the Town to the Purchasers;
6. The details of the delivery of, and payment for, the Certificates;

7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the Town under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the Town;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

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

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

SECTION 29: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

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

directed to make the necessary arrangements for the delivery of the Initial Certificate to the initial purchasers.

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

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

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

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

The Town shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the Town of the general type included in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the Town within twelve months after the end of each fiscal year. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available by the required time, the Town will file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

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

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

(c) Notice of Certain Events.

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

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

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

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

(d) Filings with the MSRB.

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

(e) Limitations, Disclaimers, and Amendments.

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

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

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

ORDINANCE NO. ____-18

PAGE S-1

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON JULY 16, 2018.

TOWN OF FLOWER MOUND, TEXAS

Steve Dixon, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2018 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas, Certificates of Obligation, Series 2018A" (the "Securities"), dated _____, 2018, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2018; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

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

ARTICLE TWO DEFINITIONS

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

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

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

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

“Financial Advisor” means Hilltop Securities Inc.

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

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

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

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

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

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

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

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

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

ARTICLE THREE PAYING AGENT

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

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

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

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

ARTICLE FOUR REGISTRAR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or

the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 No Boycott of Israel. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, the Bank hereby verifies that the Bank is a company which does not boycott Israel and will not boycott Israel through the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “company” and “boycott Israel” have the meanings ascribed to such terms by Chapter 808 of the Texas Government Code.

Section 6.13 Section 6.13 Contracts With Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations Prohibited. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable to this Agreement, the Bank represents that it is not a company (as defined in Section 2270.0001(2), Texas Government Code) which is on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes the Bank and each of its affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 6.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

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

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Title: _____

Attest:

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

Title: _____

[signature page to Paying Agent/Registrar Agreement – signatures continue on next page]

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

ATTEST:

Town Secretary

[signature page to Paying Agent/Registrar Agreement]

ANNEX A



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: July 16, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA18-0005 – Johnson-Reddy Property) to remove conditions outlined in Section 4 of Ordinance No. 64-02, and depicted on Exhibit B thereto, which accompanied the change in land use designation, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and east and west of Auburn Drive. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 9, 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 a Master Plan Amendment (MPA18-0005 – Johnson-Reddy Property) to remove conditions outlined in Section 4 of Ordinance No. 64-02, and depicted on Exhibit B thereto, which accompanied the change in land use designation, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: July 9, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA18-0005 – Johnson-Reddy Property) to remove conditions outlined in Section 4 of Ordinance No. 64-02, and depicted on Exhibit B thereto, which accompanied the change in land use designation. The property is generally located south of Cross Timbers Road and east and west of Auburn Drive. (This item is continued from the June 25, 2018, meeting.)**

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.

The project has a companion application, Zoning Planned Development (ZPD17-0017), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The property lies within the Cross Timbers Protection Area (CTPA) of the Town's Master Plan. The Master Plan recognizes the significance of the environmental character found throughout the boundaries of this area on property anticipated for development:

The Cross Timbers Protection Area consists of those areas within the Long Prairie District where remnants of the Cross Timbers exist, but have been compromised due to the encroachment of rapid and intense urbanization. Development within the protection area may occur according to existing land use categories and densities; however, additional development standards will be enacted to preserve the remnants and the remaining Cross Timbers environmental character.

The subject property is regulated by additional tree protection standards that were adopted via a Master Plan amendment by Town Council on October 7, 2002, as conditions to the change in land use designation (See below and Attachment A(3)). The applicant is proposing to remove the standards below and have them replaced by the requested accompanying PD-72 modified standards (note the similarity between both the existing Master Plan standards and the existing PD-72 standards).

1. *The tree stands noted on the Master Plan Amendment exhibit will be designated as tree preservation areas. **Only dead and diseased trees may be removed in these areas. No portion of the office development, including parking lots, will be allowed to intrude into the tree preservation or drainage areas.** The tree preservation areas may be contained within a conservation easement.*
2. *Specific tree surveys will be submitted with any site plan, and buildings will be oriented to save the trees and respect existing topography.*
3. *All drainage areas will be protected from encroachment of any development.*
4. *Stands of trees to be saved shall have a construction-free area equal to the drip line plus 10' on the side facing the construction zone.*
5. *Individual trees to be saved shall have a construction-free area equal to twice the drip line or the drip line plus 10', whichever is more.*

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Master Plan amendment requests. At the time this report was written, staff received no correspondence in favor and two e-mails in opposition to the request.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Ordinance 64-02

B. Application Details

1. Zoning Exhibit

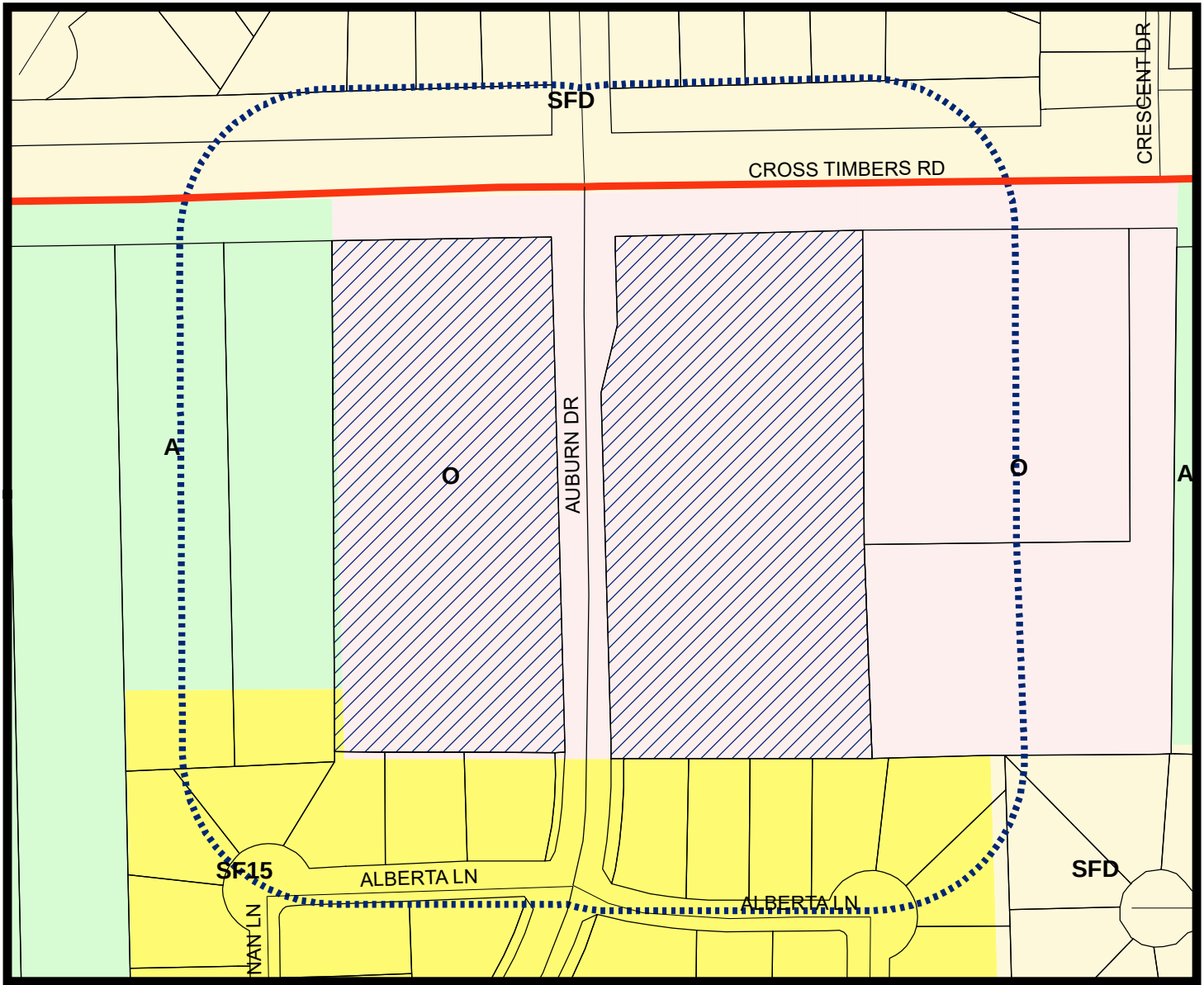
C. Correspondence

1. Correspondence in Opposition



Vicinity Map

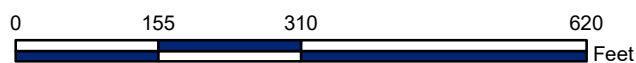
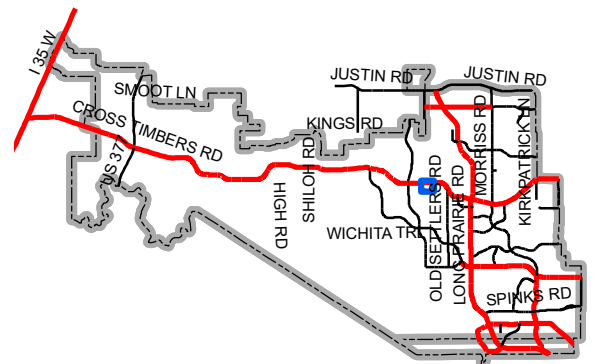
Reference Project: ZPD17-0017 & MPA18-0005



LEGEND

- Agriculture
- Office
- Single Family 15
- Single Family Density

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



May 4, 2018

Mr. Chuck Russell
Town Planner
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028

RE: PD Zoning Change Request and Master Plan Amendment – Johnson/Reddy (PD-72)
Letter of Intent
G&A Job No. 17353

Mr. Russell:

Please accept this letter, on behalf of Gary Johnson and Vik Reddy, as an explanation of the proposed PD Zoning Change Request for approximately 9.871 acres of land located just south of FM at the intersection with Auburn Drive. The property has a current land use designation of Office. The land use is not proposed to be changed; however, we are requesting that the ordinance that was adopted on October 7, 2002 (Ord-64-02), in which certain stipulations were put into place in regards to preserve all the trees, be amended or abolished. This ordinance essentially acted as a mini Specific Plan Area (SPA) which were eradicated from the Town's Master Plan a few years ago. The tree preservation measures will be included in the proposed application. The existing zoning is PD-72 with Office uses and we respectfully request to amend the existing PD for clarification.

The Johnson/Reddy property will be developed in the future as a commercial development. Auburn Drive bisects through the middle of the site, creating two separate properties. The existing developments to the north and south are single family neighborhoods. The property to the west has a land use of Low Density and a zoning of Agriculture. The property to the East is zoned for Office.

PD-72 with Office uses is the current zoning, which was approved October 2002. Since the adoption of PD-72, several interested developers have approached Mr. Johnson and Mr. Reddy to discuss the development potential that their land could offer. Upon review of the current zoning, the developers believed the regulations were too restricted and severely diminished the viability of a successful project. Specifically, the regulations required the preservation of nearly the entire tree canopy on the properties. Both tracts have significant tree coverage and this requirement rendered the prospect of development very challenging.

Johnson/Reddy

May 4, 2018

Page 2 of 2

Therefore, we are requesting to amend the existing PD to revise the tree requirement. The Town has a strong tree protection ordinance that has been recently revised in an effort to save more trees. We request that any developer which is proposing to develop either of these properties follow the Town's current Tree Preservation Ordinance in addition to protective measures provided in the proposed PD ordinance. Office uses will remain the base zoning of this proposed PD amendment.

A 25' landscape buffer is required along FM 1171. On the Johnson tract there is a 25' compatibility buffer along the western and southern property line. On the Reddy tract there is a 25' compatibility buffer along the southern property line. A 60' compatibility setback is also required along the property lines that have the 25' compatibility buffer. An 8' Multi-Use Trail is also required along FM 1171.

We are looking forward to working with the staff on this project. Thank you in advance for your consideration of this request. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,



Randi L. Rivera, AICP

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 64-02**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0 LAND USE PLAN OF MASTER PLAN - 2001, AND AMENDING ORDINANCE NUMBER 24-01 WHICH ADOPTED MASTER PLAN - 2001, BY CHANGING THE LAND USE ON APPROXIMATELY 11.2 ACRES, MORE FORMALLY KNOWN AS TRACTS 15 AND 16 OF THE P. MALONE SURVEY, ABSTRACT 836, FROM LOW DENSITY RESIDENTIAL TO OFFICE (MPA-03-01); REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound adopted the Land Use Plan by Resolution as a component to the Comprehensive Master Plan in 1994; and

WHEREAS, on September 27, 1999, the Town Council of the Town of Flower Mound adopted the updated Land Use Plan by Resolution as a revision to the 1994 Comprehensive Master Plan; and

WHEREAS, on March 2001, the Town Council of the Town of Flower Mound adopted the Land Use Plan, including all amendments, by Ordinance 24-01 as a component to Master Plan - 2001; and

WHEREAS, Master Plan - 2001 establishes and articulates a community-based vision to: (1) preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community; (2) mitigate the ill effects of rapid and intense urbanization; (3) create a balanced tax base to ensure the Town's long-term economic health and prosperity; and (4) ensure all development is of enduring and exemplary quality; and

WHEREAS, after public notice and public hearing as required by local ordinance, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended the amendment of Section 1.0 of Master Plan - 2001 and the amendment of Ordinance Number 24-01 which adopted Master Plan - 2001, by changing the land use on approximately 11.2 acres, more formally known as Tracts 15 and 16 of the P. Malone Survey, Abstract 836, from Low Density Residential to Offices (MPA-03-01); and

WHEREAS, after public notice and public hearing as required by local ordinance, 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 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 the Land Use Map, Section 1.0 of Master Plan - 2001 and Ordinance Number 24-01 which adopted Master Plan - 2001 of the Town of Flower Mound, Texas, be amended.

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

TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this ordinance, that the Land Use Map, Section 1.0 of Master Plan - 2001 and Ordinance Number 24-01 which adopted Master Plan - 2001, are hereby amended and changed in the following particulars, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Master Plan - 2001 are not amended, but shall remain intact and are hereby ratified, verified, and affirmed:

- "A. The land uses allowed on certain tract of land comprised of Lots 15 and 16 in the P. Malone Survey, Abstract No. 836 being 11.2 acres, more fully described in Exhibit "A" presently designated for Low Density Residential, is changed to Office (MPA-03-01).

SECTION 3

A master plan exhibit for the Johnson and Malone properties, a copy of which is attached hereto as Exhibit "B" and incorporated herein, was submitted by the owners' representative, and reviewed and approved by the Town Council as the master plan exhibit.

SECTION 4

The change in the Land Use Map, Section 1.0 of Master Plan - 2001 and Ordinance Number 24-01 which adopted Master Plan - 2001 of the Town of Flower Mound, Texas, established and described in Section 2 herein, shall be and is hereby subject to the following terms and conditions:

1. The tree stands noted on the Master Plan Amendment exhibit will be designated as tree preservation areas. Only dead and diseased trees may be removed in these areas. No portion of the office development, including parking lots, will be allowed to intrude into the tree preservation or drainage areas. The tree preservation areas may be contained within a conservation easement.
2. Specific tree surveys will be submitted with any site plan, and buildings will be oriented to save the trees and respect existing topography.
3. All drainage areas will be protected from encroachment of any development.

4. Stands of trees to be saved shall have a construction-free area equal to the drip line plus 10' on the side facing the construction zone.
5. Individual trees to be saved shall have a construction-free area equal to twice the drip line or the drip line plus 10', whichever is more.
6. The proposed thoroughfare alignment be removed from the Master Plan Exhibit.

SECTION 5

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

SECTION 6

If any section, subsection, clause, phrase, or provision of this Ordinance is for any reason held unconstitutional or void by a court of competent jurisdiction, the remainder of the Ordinance shall continue in effect as if the invalid portion had never been included.

SECTION 7

This Ordinance shall take 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 5 TO 0, ON THIS THE 7th DAY OF October, 2002.

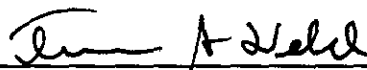
APPROVED:


LORI DELUCA, MAYOR

ATTEST:


Paula J. Lawrence, CMC, TOWN SECRETARY

APPROVED AS TO FORM:


Terrence S. Welch, TOWN ATTORNEY

TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

EXHIBIT "A"

LEGAL DESCRIPTIONS

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE PERRY MALONE SURVEY, ABSTRACT NO. 836, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING at a steel pin in the South line of a certain tract described in a deed from C.H. Malone et ux to E.B. Crosby, dated August 19, 1930, and recorded in Volume 231, at page 634 of the Deed Records of Denton County, Texas, also being the same property conveyed and described in Volume 1068, Page 74, of the deed records of Denton County, Texas, said point being the Southwest corner of said Crosby tract;

THENCE N 01° 45' 33" E, 689.21 feet to a steel pin in the South right-of-way line of F.M. Road 1171;

THENCE S 89° 22' 59" E, with said right-of-way line, 321.88 feet to a steel pin for the Northwest corner of the herein described tract;

THENCE S 00° 41' 29" W, 695.62 feet to a steel pin in the South line of said Crosby tract for the Southeast corner of herein described tract;

THENCE N 88° 15' 40" W, 334.77 feet to the POINT OF BEGINNING and containing in al 5.2185 acres or 227318 square feet of land.

GARY & BRENDA JOHNSON

C.C.F. # 99-0128887

3711 CROSS TIMBERS

TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

All that certain lot, tract or parcel of land situated in the PERRY MALONE SURVEY, Abstract Number 836, Town of Flower Mound, Denton County, Texas, and being a part of a tract described in a deed from C. H. Moore, et ux to E. B. Crosby, dated August 19, 1930, as recorded in Volume 231, page 634, Deed Records of said County and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin near an East-West fence line and in the South line of said Crosby tract; said point being S. $88^{\circ} 08' 10''$ E., 334.92 feet from the Southwest corner thereof.

THENCE North $00^{\circ} 41' 48''$ East, 696.26 feet to an iron pin for corner in the South line of F.M. Road 1171

THENCE South $89^{\circ} 18' 12''$ East with the South line of said F.M. Road 1171, 373.37 feet to an iron pin for corner;

THENCE South $00^{\circ} 41' 48''$ West, 703.87 feet to an iron pin for corner near an East-West fence line and in the South line of said Crosby tract;

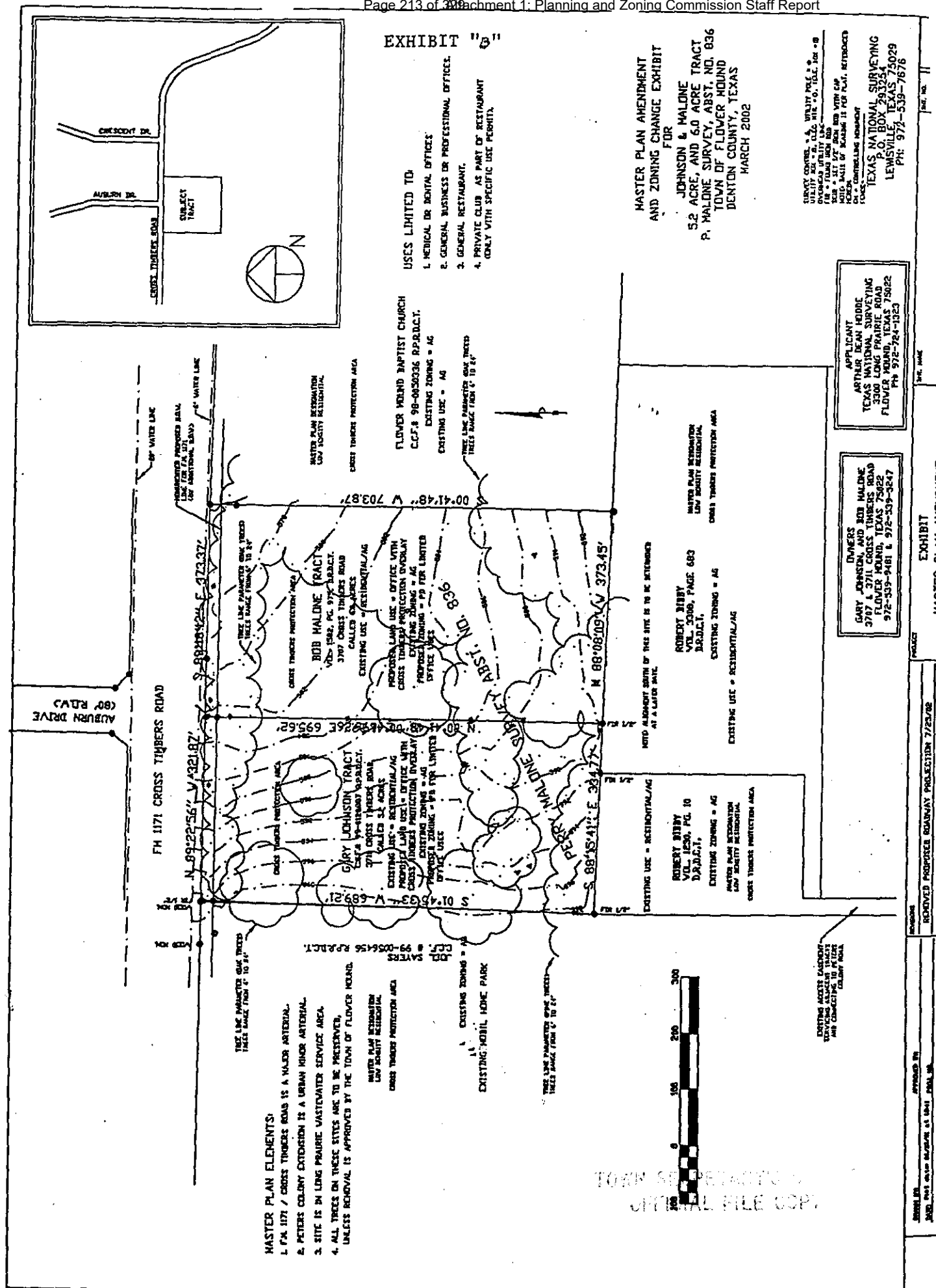
THENCE North $88^{\circ} 08' 10''$ West, with the South line of said Crosby tract and along or near a fence line, 373.44 feet to the POINT OF BEGINNING, and containing in all 6.00 acres of land.

SAID CONVEYANCE IS SUBJECT TO THE FOLLOWING:

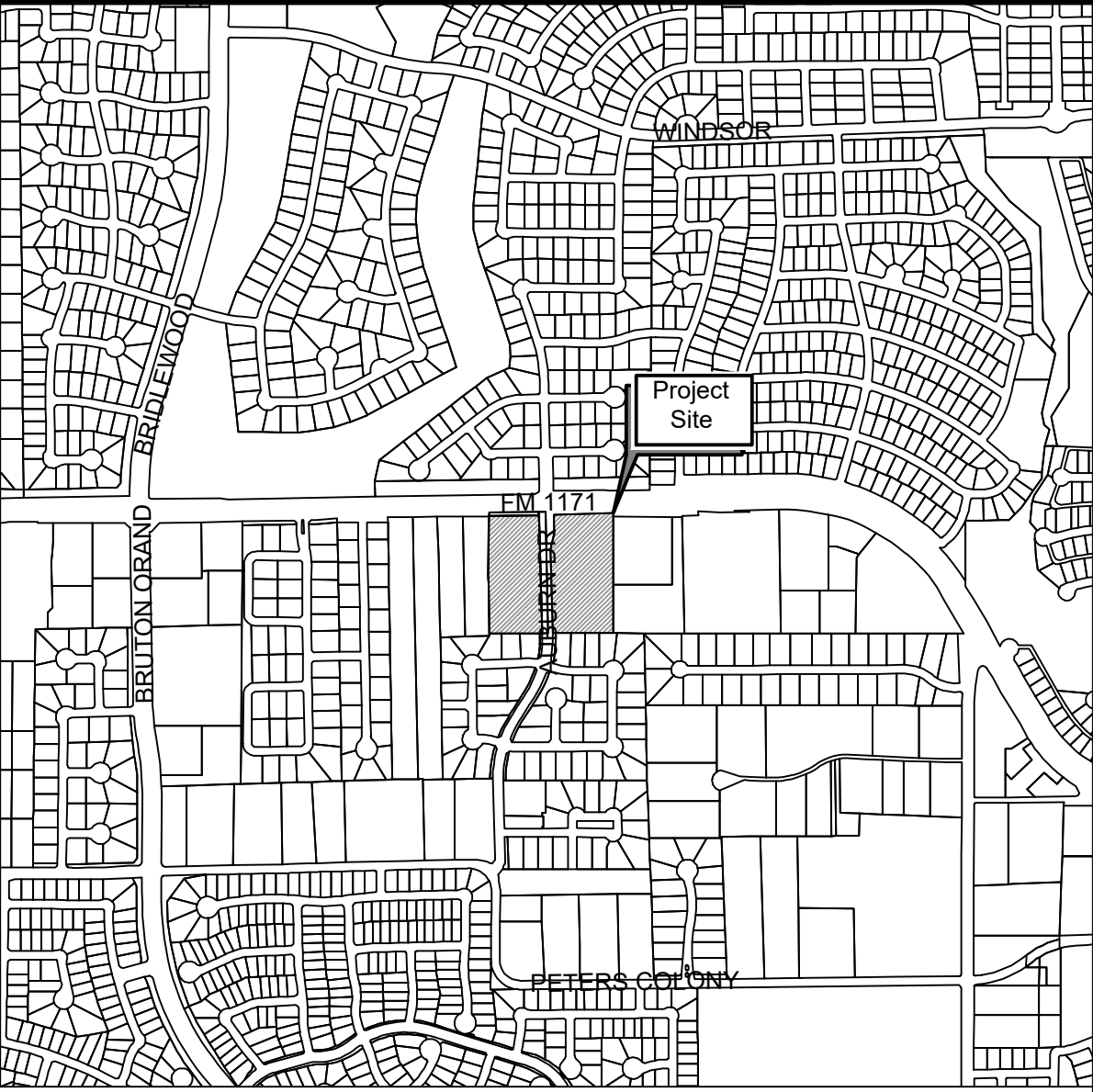
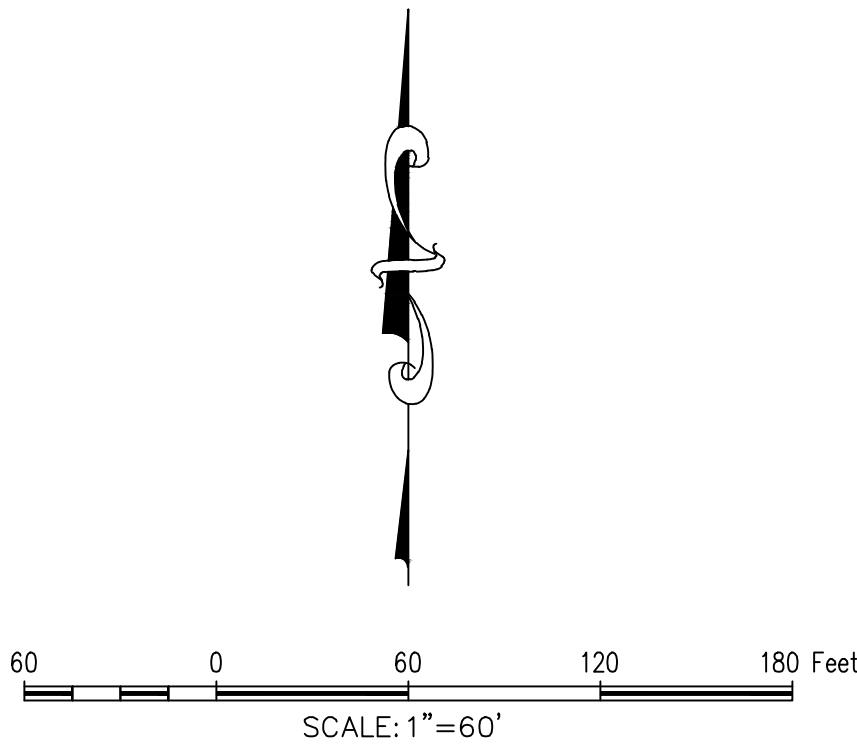
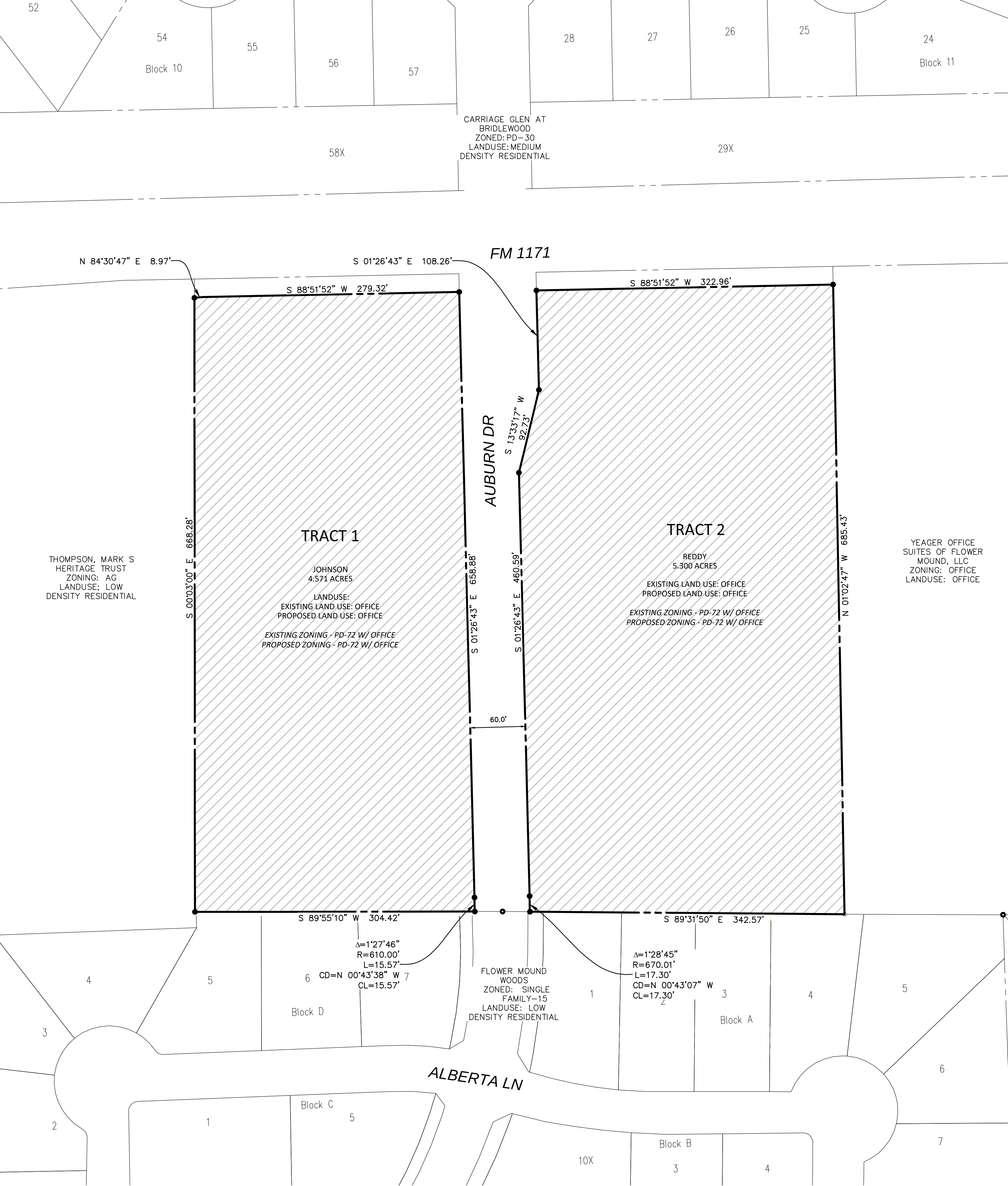
BOB MALONE

VOL. 1582, PG. 975

3707 CROSS TIMBERS



Attachment B(1) Zoning and Master Plan Exhibit



Legal Description
Tract 1
4.571 acres
Perry Malone Survey, Abstract No. 836
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Perry Malone Survey, Abstract No. 836, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Gary L. Johnson, recorded in Clerk's File No. 99-R00128887, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Johnson tract, same being in the north line of Flower Mound Woods, an addition to the Town of Flower Mound, according to the plat thereof recorded in instrument No. 2010-94, Plat Records, Denton County, Texas;

THENCE N 00°03'00" W, with the west line of said Johnson tract, a distance of 668.28' to the south line of F.M. 1171;

THENCE N 84°30'47" E, with the south line of F.M. 1171, a distance of 8.97'

THENCE N 88°51'52" E, with the south line of F.M. 1171, a distance of 279.32';

THENCE S 01°26'43" E, with the west line of Auburn Drive, a distance of 658.88';

THENCE southeasterly with a curve to the right having a radius of 610.00', a central angle of 01°36'29", an arc length of 17.12', whose chord bears S 00°37'39" E, a distance of 17.12';

THENCE S 89°55'10" W, with the south line of said Johnson tract, a distance of 304.32' to the POINT OF BEGINNING, and containing approximately 4.571 acres of land.

Tract 2
5.300 Acres
Perry Malone Survey, Abstract No. 836
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Perry Malone Survey, Abstract No. 836, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Reddy Cross Timber LTD Partnership, recorded in Instrument No. 2004-138770, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said Reddy Cross Timber tract, same being in the north line of Flower Mound Woods, an addition to the Town of Flower Mound, according to the plat thereof recorded in instrument No. 2010-94, Plat Records, Denton County, Texas;

THENCE N 89°30'53" W, with the south line of said Reddy Cross Timber tract, a distance of 342.68';

THENCE northwesterly with the east line of Auburn Drive and being a curve to the left having a radius of 670.00', a central angle of 01°31'11", an arc length of 17.77', whose chord bears N 00°34'48" W, a distance of 17.77';

THENCE N 01°26'43" W, continuing with the east line of Auburn Drive, a distance of 460.59';

THENCE N 13°33'17" E, continuing with the east line of Auburn Drive, a distance of 92.73';

THENCE N 01°26'43" W, continuing with the east line of Auburn Drive, a distance of 108.26';

THENCE N 88°51'52" E, with the south line of F.M. 1171, a distance of 322.96';

THENCE S 01°02'47" E, with the east line of said Reddy Cross Timber tract, a distance of 685.43' to the POINT OF BEGINNING, and containing approximately 5.300 acres of land.

MASTER PLAN FEATURES	
Land Use Plan	Office – Cross Timbers Protection Area
Urban Design Plan	Long Prairie District
Parks and Trail	8' Multi-use Trail along FM 1171
Open Space Plan	Not a conservation development
Thoroughfare Plan	FM 1171– Major Arterial Auburn–Urban Collector
Water Plan	Long Prairie District– Cross Timbers Protection Area
Wastewater Plan	Long Prairie District– Cross Timbers Protection Area

Zoning Standard	Existing PD-72	Proposed Office
Minimum Lot Area	N/A	N/A
Minimum Lot Width	N/A	N/A
Minimum Floor Area	N/A	N/A
Minimum Front Yard	N/A	N/A
Minimum Side Yard	N/A	N/A
Minimum Rear Yard	15'	15'
Maximum Lot Coverage	50%	50%
Max Height (stories/ft.)	1/30'	3/35'

OWNER/DEVELOPER
Gary Johnson/Vik Reddy
2850 FM 407E, #146-11
Bartonville, Texas 78228
Ph. 214-797-5511
Contact: Jim Lang

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
TBPE Firm No. 1798 TBPLS Firm No. 10047700

GA

Johnson/Reddy Tract

9.871 Acres

in the

P. MALONE SURVEY, ABSTRACT NO. 836

FLOWER MOUND

DENTON COUNTY, TEXAS

MASTER PLAN AMENDMENT

AND ZONING EXHIBIT

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. #66898 DATE 5/4/2018

Drawn By: PF
Date: 11/15/17
Scale: 1"=60'
Revisions:
02/05/2018
05/04/2018

17353

ZE

From: Jones, Blake
To: [planning](#)
Cc: [REDACTED]
Subject: RE: ZONING PLANNED DEVELOPMENT (ZPD17-0017) JOHNSON-REDDY PROPERTY PD-72
Date: Thursday, June 14, 2018 1:30:27 PM
Attachments: [REDACTED]

Mr. Russell,

I am writing in reference to the proposed re-zoning of the land on the southwest corner of Cross Timbers (1174) and Auburn Drive. It is our understanding the request is to increase the currently zoned commercial/office structure by adding additional levels. We would like to express our extreme disapproval of this proposal given the many factors, hazards and risks this would present.

We live on the Northeast corner of Cross Timbers and Auburn and are a family with young children. Currently the traffic has increased to a level of extreme noise pollution, it wakes my family up all through the night with construction vehicles, 18-wheelers and overall loud vehicles traveling through the area at all times of the night. We are to the point where we can no longer spend quality time in the backyard due to the noise. This approval would increase this noise from construction and through additional traffic after completion. It would also increase the headlights shining into our home as cars depart onto Cross Timbers and additionally create a privacy issue given the increase of levels/stories on the proposed rezone, as anyone on the second floor and higher would have direct view into our living spaces and bathrooms.

Additionally, our street and the blocks surrounding contain families with young drivers exiting this portion of our neighborhood. Exiting the neighborhood turning east is currently very treacherous given the speed limit and the blind hill to the west. This will inevitably create more traffic exiting the other side and result in a large increase of accidents. Putting a stoplight here what also create a safety hazard for our children who now have to play in the front yard due to the extreme noise levels in the backyard. Our house would constantly be surrounded by moving vehicles and not conducive for a young family or family of any age for that matter.

We love Flower Mound and more specifically Bridlewood. Since moving here, we feel we have found this area to be a great place to live, raise a family and be part of a caring community. It's clear this has been discovered by others due to the rising population of home sales in the area. We have benefited in this through an increase in the property values of a very healthy housing market. We have also invested in renovations to help increase the property value/equity in our home. I would also add that my job allows me and my family to live anywhere within the Southwest United States, as is the case with many of our neighbors. The last thing I want to do is leave our community, but if these types of decisions are made by the appointed representatives of our community without the concern of its residents and the values Flower Mound was built on, I will have no choice. I would also have no choice than to reduce my return on personal investment by lowering the asking price of my home (well below comparative values), to sell quickly and find another place to live. I would rather do that than have to invest in more soundproofing, privacy apparatus or much worse, see someone in our community injured... I don't think this is a trend you want as a community and I can't imagine the representatives of the Bridlewood HOA would be pleased with a de-valued market this creates. It

hurts us all in the long run.

I urge you to do the right thing for our community and reject this effort to rezone this property.

Regards,

Blake Jones

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Dear Flower Mound Planning and Zoning Commissioners and Town Council Members:

Regarding zoning case ZPD17-0017, I am hereby opposed to this request.

I am a strong proponent of economic development and appreciate that the property is already zoned for commercial uses. However, while I have no issue with the additional land uses proposed as part of the applicant's request, I have strong concerns about weakening existing tree protection regulations in the Cross Timbers Protection Area (CTPA). That said, I understand the applicant's concerns about viability of future development on the property given the current tree preservation restrictions. Therefore, I would be willing to rescind my opposition subject to the following provisions, should they be added as a condition of approval:

1. Expand the compatibility buffers and the building setback to a minimum of 100 feet along the southern property line ONLY of both tracts;
2. Require that the expanded compatibility buffers also contain a conservation easement(s), however, additional tree planting and mitigation may occur in the buffer;
3. Given the above provisions, approve the applicant's amended tree preservation language for the remainder of the properties.

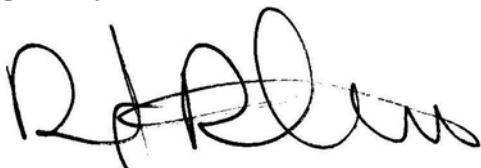
I understand that the Flower Mound land development codes require a minimum 25 foot compatibility buffer from adjacent residential uses on commercial properties. However, 25 feet is simply not large enough for the CTPA. Most large over story trees in the CTPA have a dripline diameter of 50 to 60 feet with larger trees approaching 100 feet. The common southern property line of the subject properties contains many large native tree stands within 100 feet of the southern property boundaries. Per the exhibit on the following page, moving in a due east direction approximately 1,000 feet from the southeast property corner of the subject property, there are many more similar tree stands just to the north of the back property lines of homes located along the northern portion of Pecan Park Estates. All of these trees should be protected.

The cross-timbers are rapidly disappearing. Where possible, new development should mix conservation with sustainability to promote and preserve the cross-timbers aesthetic that makes Flower Mound such a beautiful community. This can be done in complete balance with the economic development goals of the community.

The Commission and Council have the legislative discretion to require the above-proposed provisions as a condition of approval for the PD amendment. These conditions will serve to aid in protecting the CTPA, the quality of life and property values of homes in the surrounding neighborhoods – all while promoting quality, compatible economic development.

Therefore, I request that the Commission and Council raise the bar and consider my proposal. Otherwise, I remain in opposition to the request.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. Ruthven', with a stylized, cursive script.

Robert Ruthven
3520 Pecan Park Drive
Flower Mound, TX 75022

Expanded Compatibility Buffer Exhibit



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 64-02, WHICH AMENDED THE LAND USE DESIGNATION TO OFFICE USE ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 9.871 ACRES OF LAND SITUATED IN THE P. MALONE SURVEY, ABSTRACT NUMBER 836; BY REMOVING THE CONDITIONS OUTLINED IN SECTION 4 OF ORDINANCE NO. 64-02; AND REPLACING EXHIBIT "B," ENTITLED "MASTER PLAN AMENDMENT AND ZONING CHANGE EXHIBIT," WITH A NEW EXHIBIT "B," ENTITLED "MASTER PLAN EXHIBIT,"; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 9.871 acres of land situated in the P. Malone Survey, Abstract Number 836, have filed an application for a Master Plan Amendment to amend Ordinance No. 64-02; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on July 9, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 16, 2018, with respect to the proposed Master Plan Amendment as described herein; and,

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

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

SECTION 1

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

9.871 acres of land situated in the P. Malone Survey, Abstract Number 836, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 4 of Ordinance No. 64-02 is hereby amended to remove the six conditions attached to the change in land use designation on the aforesaid property and by

replacing Exhibit "B" entitled "Master Plan Amendment and Zoning Change Exhibit," with a new Exhibit "B" entitled "Master Plan Exhibit".

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

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

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit "A"

Legal Description

Legal Description
Tract 1
4.571 acres
Perry Malone Survey, Abstract No. 836
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Perry Malone Survey, Abstract No. 836, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Gary L. Johnson, recorded in Clerk's File No. 99-R00128887, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Johnson tract, same being in the north line of Flower Mound Woods, an addition to the Town of Flower Mound, according to the plat thereof recorded in Instrument No. 2010-94, Plat Records, Denton County, Texas;

THENCE N 00°03'00" W, with the west line of said Johnson tract, a distance of 668.28' to the south line of F.M. 1171;

THENCE N 84°30'47" E, with the south line of F.M. 1171, a distance of 8.97'

THENCE N 88°51'52" E, with the south line of F.M. 1171, a distance of 279.32;

THENCE S 01°26'43" E, with the west line of Auburn Drive, a distance of 658.88';

THENCE southeasterly with a curve to the right having a radius of 610.00', a central angle of 01°36'29", an arc length of 17.12', whose chord bears S 00°37'39" E, a distance of 17.12';

THENCE S 89°55'10" W, with the south line of said Johnson tract, a distance of 304.32' to the **POINT OF BEGINNING**, and containing approximately 4.571 acres of land.

Tract 2
5.300Acres
Perry Malone Survey, Abstract No. 836
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Perry Malone Survey, Abstract No. 836, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Reddy Cross Timber LTD Partnership, recorded in Instrument No. 2004-138770, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said Reddy Cross Timber tract, same being in the north line of Flower Mound Woods, an addition to the Town of Flower Mound, according to the plat thereof recorded in Instrument No. 2010-94, Plat Records, Denton County, Texas;

THENCE N 89°30'53" W, with the south line of said Reddy Cross Timber tract, a distance of 342.68';

THENCE northwesterly with the east line of Auburn Drive and being a curve to the left having a radius of 670.00', a central angle of 01°31'11", an arc length of 17.77', whose chord bears N 00°34'48" W, a distance of 17.77';

THENCE N 01°26'43" W, continuing with the east line of Auburn Drive, a distance of 460.59';

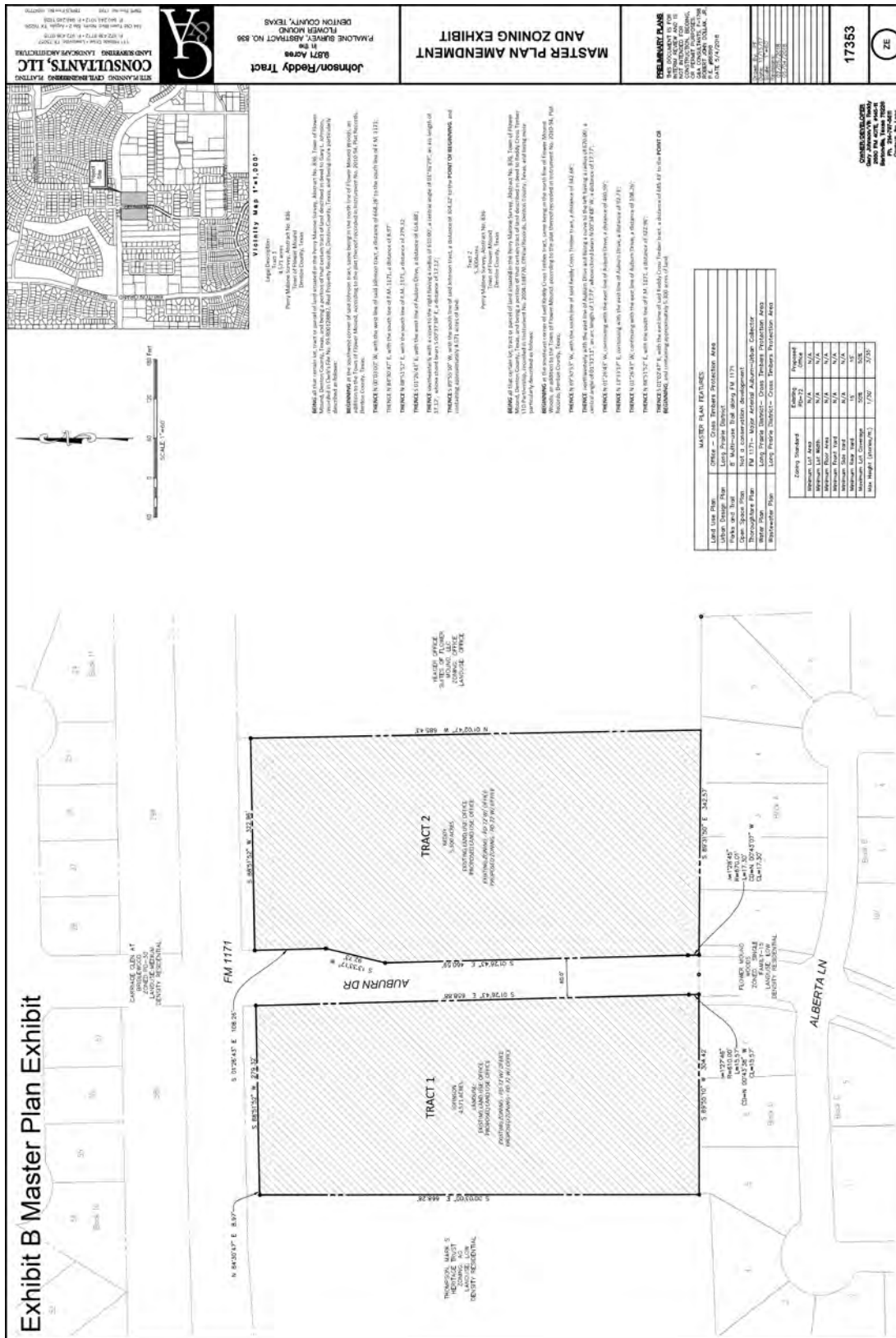
THENCE N 13°33'17" E, continuing with the east line of Auburn Drive, a distance of 92.73';

THENCE N 01°26'43" W, continuing with the east line of Auburn Drive, a distance of 108.26';

THENCE N 88°51'52" E, with the south line of F.M. 1171, a distance of 322.96';

THENCE S 01°02'47" E, with the east line of said Reddy Cross Timber tract, a distance of 685.43' to the **POINT OF BEGINNING**, and containing approximately 5.300 acres of land.

Exhibit “B”
Master Plan Exhibit





TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: July 16, 2018

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD17-0017 – Johnson-Reddy Property) to amend Planned Development District No. 72 (PD-72) by modifying the existing development standards and zoning/master plan exhibit located within Ordinance No. 65-02, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and east and west of Auburn Drive. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 9, 2018, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. In consideration of concerns raised during the public hearing, the P&Z recommendation included the amendment to increase the minimum percentage of specimen trees to be preserved from 40% to 60%. The draft ordinance (Attachment 2) incorporates that amendment.

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 (ZPD17-0017 – Johnson-Reddy Property) to amend Planned Development District No. 72 (PD-72) by modifying the existing development standards and zoning/master plan exhibit located within Ordinance No. 65-02, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: July 9, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0017 - Johnson-Reddy Property) to amend Planned Development District No. 72 (PD-72) by modifying the existing development standards and zoning/master plan exhibit located within Ordinance No. 65-02. The property is generally located south of Cross Timbers Road and east and west of Auburn Drive. *(This item is continued from the June 25, 2018, meeting.)***

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.

The project has a companion application, Master Plan Amendment (MPA18-0005), for consideration on the same agenda. Approval of this rezoning request is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

On October 7, 2002, the Town Council approved Ordinance No. 65-02 changing the zoning on the subject property from Agricultural District (A) to Planned Development District-72 (PD-72) for "Limited Office" uses. The site contained approximately 11.2 acres at the time the ordinance was approved and has since been split into two tracts via the construction of Auburn Drive. In addition to limiting the permitted uses and establishing design standards for the site, PD-72 also established specific tree protection standards (See below and Attachment A(3)). The purpose of this request is to modify those tree standards, allow additional Office District uses and default to the Town's Urban Design standards for PD-72 (See Attachment A(2)).

The subject property is also regulated by tree protection standards that were adopted via a Master Plan amendment by Town Council on October 7, 2002. These standards mirror those in PD-72. The applicant is proposing to remove the Master Plan standards through the companion Master Plan Amendment request.

The property lies within the Cross Timbers Protection Area (CTPA). The CTPA within the Master Plan recognizes the significance of the environmental character found throughout the boundaries of this area on property anticipated for development:

The Cross Timbers Protection Area consists of those areas within the Long Prairie District where remnants of the Cross Timbers exist, but have been compromised due to the encroachment of rapid and intense urbanization. Development within the protection area may occur according to existing land use categories and densities; however, additional development standards will be enacted to preserve the remnants and the remaining Cross Timbers environmental character.

Use Modifications

A comparison of existing permitted uses and proposed permitted uses is as follows:

Land Use	Currently Permitted in PD-72	Permitted if Amendments are Approved
Offices, general business or professional	Yes	Yes
Offices, medical or dental	Yes	Yes
Restaurant, general	Yes	Yes
Private Club (subject to approval of an SUP)	Yes	No
Art supply store	No	Yes
Bank or savings and loan	No	Yes
Book or stationary store or newsstand	No	Yes
Church or rectory	No	Yes
Cleaning/laundry pick station only'	No	Yes
Community center, public	No	Yes
Custom personal service	No	Yes
Florist	No	Yes
Off-street parking, accessory	No	Yes
Optical sales	No	Yes
Park or playground, public	No	Yes
Parking lot, commercial	No	Yes
Personal improvement services	No	Yes

Swimming pool, public	No	Yes
Travel bureau or consultant	No	Yes

Tree Protection Modifications

The current tree protection standards for PD-72 are as follows (See Attachment A(3) for full ordinance):

1. *The tree stands noted on the Zoning exhibit will be designated as tree preservation areas. **Only dead and diseased trees may be removed in these areas. No portion of the development, including parking lots, will be allowed to intrude into the tree preservation or drainage areas.** The tree preservation areas may be contained within a conservation easement.*
2. *Specific tree surveys will be submitted with any site plan, and buildings will be oriented to save the trees and respect existing topography.*
3. *All drainage areas will be protected from encroachment of any development.*
4. *Stands of trees to be saved shall have a construction-free area equal to the drip line plus 10' on the side facing the construction zone.*
5. *Individual trees to be saved shall have a construction-free area equal to twice the drip line or the drip line plus 10', whichever is more.*

The proposed tree protection standards are as follows:

1. *In the attempt to reduce the impact of the development on the existing tree canopy, the following tree preservation standards shall be required:*
 - A. *Specimen and Protected Trees that are located within the limits of the required compatibility buffers shall remain.*
 - B. *A minimum of forty percent (40%) of the existing Specimen Trees of each tract shall be preserved.*
2. *A Tree Protection Plan shall be provided at the time of site plan and/or record plat for the tract on which the development is proposed. Said Plan shall ensure the required minimum percentage of specimen trees are being preserved as well as the preservation of specimen trees in the required compatibility buffers.*

While the applicant's proposal is less restrictive than the existing PD-72 tree protection language, it is also more restrictive than the Town's existing regulations.

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 amendment requests. At the time this report was written, staff received no correspondence in favor and two e-mails in opposition to the request.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Ordinance 65-02

B. Application Details

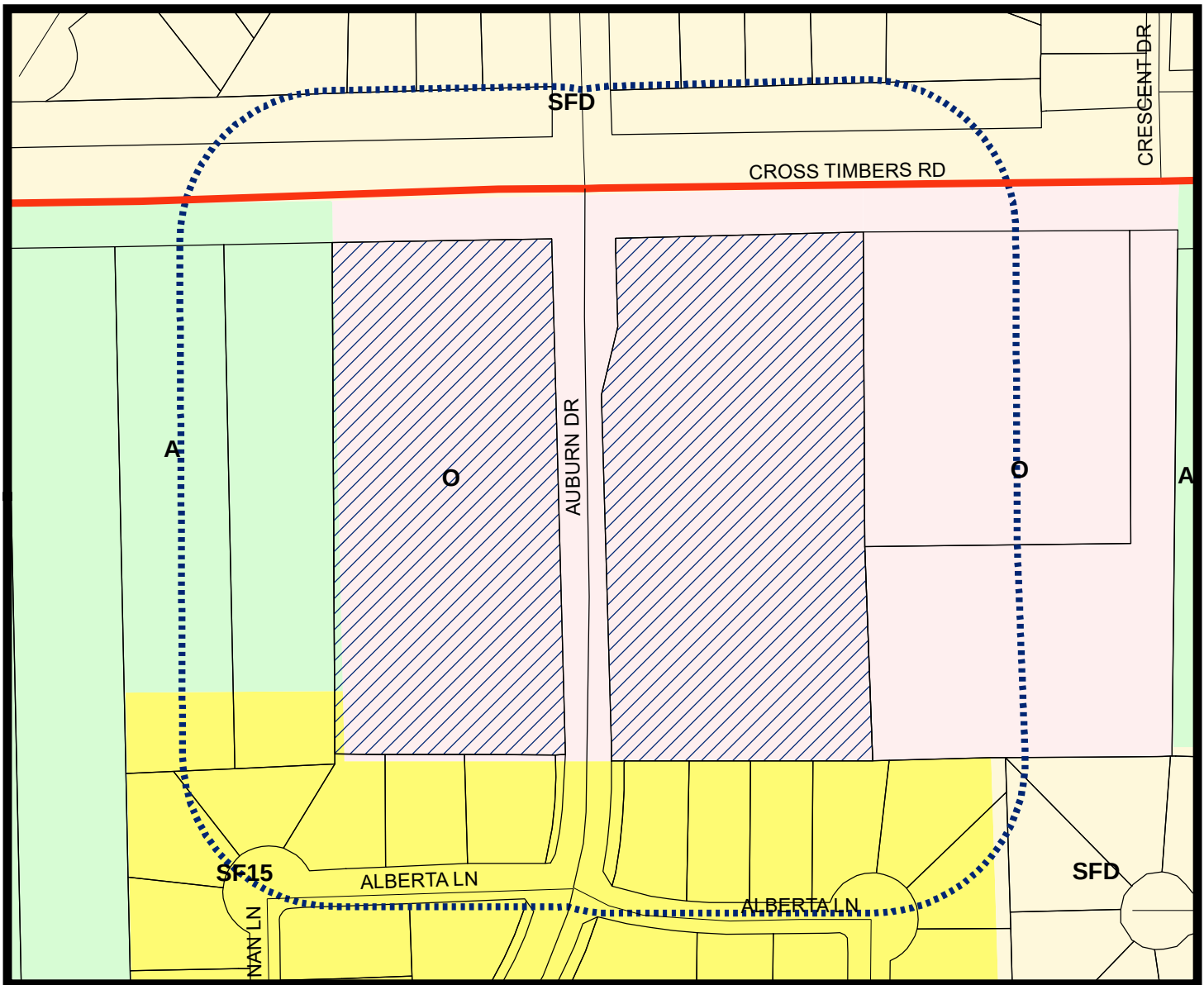
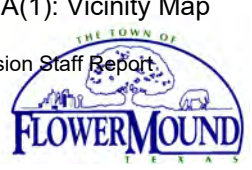
1. Zoning Exhibit
2. Tree Survey

C. Correspondence

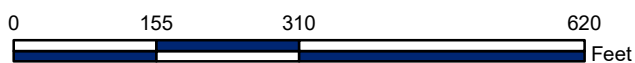
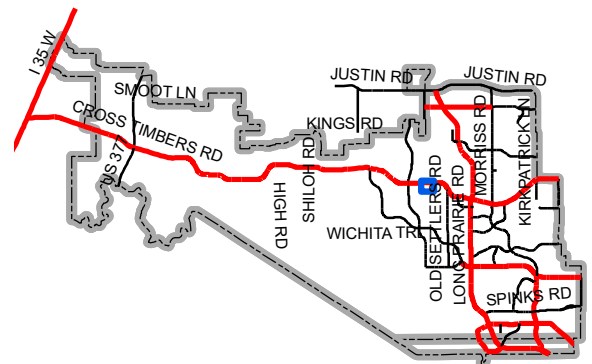
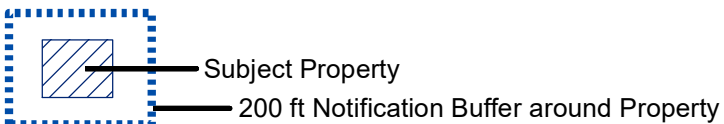
1. Correspondence in Opposition

Vicinity Map

Reference Project: ZPD17-0017 & MPA18-0005



LEGEND



Map Location



May 4, 2018

Mr. Chuck Russell
Town Planner
Town of Flower Mound
2121 Cross Timbers Rd
Flower Mound, TX 75028

**RE: PD Zoning Change Request and Master Plan Amendment – Johnson/Reddy (PD-72)
Letter of Intent
G&A Job No. 17353**

Mr. Russell:

Please accept this letter, on behalf of Gary Johnson and Vik Reddy, as an explanation of the proposed PD Zoning Change Request for approximately 9.871 acres of land located just south of FM at the intersection with Auburn Drive. The property has a current land use designation of Office. The land use is not proposed to be changed; however, we are requesting that the ordinance that was adopted on October 7, 2002 (Ord-64-02), in which certain stipulations were put into place in regards to preserve all the trees, be amended or abolished. This ordinance essentially acted as a mini Specific Plan Area (SPA) which were eradicated from the Town's Master Plan a few years ago. The tree preservation measures will be included in the proposed application. The existing zoning is PD-72 with Office uses and we respectfully request to amend the existing PD for clarification.

The Johnson/Reddy property will be developed in the future as a commercial development. Auburn Drive bisects through the middle of the site, creating two separate properties. The existing developments to the north and south are single family neighborhoods. The property to the west has a land use of Low Density and a zoning of Agriculture. The property to the East is zoned for Office.

PD-72 with Office uses is the current zoning, which was approved October 2002. Since the adoption of PD-72, several interested developers have approached Mr. Johnson and Mr. Reddy to discuss the development potential that their land could offer. Upon review of the current zoning, the developers believed the regulations were too restricted and severely diminished the viability of a successful project. Specifically, the regulations required the preservation of nearly the entire tree canopy on the properties. Both tracts have significant tree coverage and this requirement rendered the prospect of development very challenging.

Johnson/Reddy

May 4, 2018

Page 2 of 2

Therefore, we are requesting to amend the existing PD to revise the tree requirement. The Town has a strong tree protection ordinance that has been recently revised in an effort to save more trees. We request that any developer which is proposing to develop either of these properties follow the Town's current Tree Preservation Ordinance in addition to protective measures provided in the proposed PD ordinance. Office uses will remain the base zoning of this proposed PD amendment.

A 25' landscape buffer is required along FM 1171. On the Johnson tract there is a 25' compatibility buffer along the western and southern property line. On the Reddy tract there is a 25' compatibility buffer along the southern property line. A 60' compatibility setback is also required along the property lines that have the 25' compatibility buffer. An 8' Multi-Use Trail is also required along FM 1171.

We are looking forward to working with the staff on this project. Thank you in advance for your consideration of this request. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,



Randi L. Rivera, AICP

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 65-02**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING EXHIBIT A "OFFICIAL ZONING MAP" OF CHAPTER 12 OF THE CODE OF ORDINANCES (LAND DEVELOPMENT CODE) BY CHANGING THE ZONING ON APPROXIMATELY 11.2 ACRES, MORE FORMALLY KNOWN AS TRACTS 15 AND 16 OF THE P. MALONE SURVEY, ABSTRACT 836, FROM AGRICULTURE (A) ZONED LAND TO PLANNED DEVELOPMENT 72 (PD-72) FOR LIMITED OFFICE USES (ZPD-03-02); REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended the amendment of Exhibit A, "Official Zoning Map," of Chapter 12 of the Code of Ordinances (Land Development Code) by changing the zoning on approximately 11.2 acres, more formally known as Tracts 15 and 16 of the P. Malone Survey, Abstract 836, from Agriculture (A) zoned land to Planned Development 72 (PD-72) for limited offices uses (ZPD-03-02); and,

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Flower Mound, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens that Exhibit A, "Official Zoning Map," of Chapter 12 of the Land Development Code be amended as described below.

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

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, the Official Zoning Map, Exhibit "A" to Chapter 12 of the Code of Ordinances of the Town of Flower Mound, Texas, is hereby amended and changed in the following particulars, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Land Development Code are not amended, but shall remain intact and are hereby ratified, verified, and affirmed:

ORDINANCE NO. 65-02

PAGE 2

- "A. The uses allowed on a certain tract of land being approximately 11.2 acres, more fully described in Exhibit "A" presently zoned Agriculture (A), is changed to Planned Development No. 72 (PD-72) with limited Office uses, in accordance with Exhibit "B" (Development Standards), and Exhibit "C" (Zoning Exhibit), attached hereto and incorporated herein (ZPD-03-02).

SECTION 3

A Zoning Exhibit for the Johnson and Malone properties, a copy of which is attached hereto as Exhibit "C" and incorporated herein, was submitted by the developer and owner, and reviewed and approved by the Town Council as the zoning concept plan.

SECTION 4

The change in zoning classification established and described in Section 2 herein shall be and is hereby made subject to the following conditions and requirements:

1. All Development Standards in Exhibit "B" must be met, with the condition that the Development Standards be amended to limit buildings to 30 feet in height and no more than one story.

SECTION 5

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

SECTION 6

If any section, subsection, clause, phrase, or provision of this Ordinance is for any reason held unconstitutional or void by a court of competent jurisdiction, the remainder of the Ordinance shall continue in effect as if the invalid portion had never been included.

SECTION 7

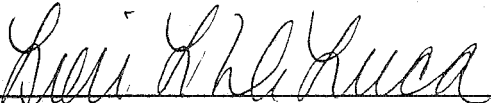
This Ordinance shall take effect and be in full force from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 7th DAY OF OCTOBER, 2002.

ORDINANCE NO. 65-02

PAGE 3

APPROVED:



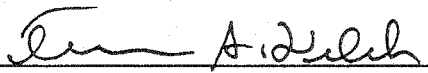
Lori L. DeLuca, MAYOR

ATTEST:



Paula J. Lawrence, CMC, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:



Terrence S. Welch, TOWN ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTIONS

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND
SITUATED IN THE PERRY MALONE SURVEY, ABSTRACT
NO. 836, TOWN OF FLOWER MOUND, DENTON COUNTY,
TEXAS, AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS.

BEGINNING at a steel pin in the South line of a certain tract described in a deed from C.H. Malone et ux to E.B. Crosby, dated August 19, 1930, and recorded in Volume 231, at page 634 of the Deed Records of Denton County, Texas, also being the same property conveyed and described in Volume 1068, Page 74, of the deed records of Denton County, Texas, said point being the Southwest corner of said Crosby tract;

THENCE N 01° 45' 33" E, 689.21 feet to a steel pin in the South right-of-way line of F.M. Road 1171;

THENCE S 89° 22' 59" E, with said right-of-way line, 321.88 feet to a steel pin for the Northwest corner of the herein described tract;

THENCE S 00° 41' 29" W, 695.62 feet to a steel pin in the South line of said Crosby tract for the Southeast corner of herein described tract;

THENCE N 88° 15' 40" W, 334.77 feet to the POINT OF BEGINNING and containing in al 5.2185 acres or 227318 square feet of land.

GARY & BRENDA JOHNSON

C.C. F. # 99-0128887

3711 CROSS TIMBERS

All that certain lot, tract or parcel of land situated in the PERRY MALONE SURVEY, Abstract Number 836, Town of Flower Mound, Denton County, Texas, and being a part of a tract described in a deed from C. H. Moore, et ux to E. B. Crosby, dated August 19, 1930, as recorded in Volume 231, page 634, Deed Records of said County and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin near an East-West fence line and in the South line of said Crosby tract; said point being S. $88^{\circ} 08' 10''$ E., 334.92 feet from the Southwest corner thereof.

THENCE North $00^{\circ} 41' 48''$ East, 696.26 feet to an iron pin for corner in the South line of F.M. Road 1171

THENCE South $89^{\circ} 18' 12''$ East with the South line of said F.M. Road 1171, 373.37 feet to an iron pin for corner;

THENCE South $00^{\circ} 41' 48''$ West, 703.87 feet to an iron pin for corner near an East-West fence line and in the South line of said Crosby tract;

THENCE North $88^{\circ} 08' 10''$ West, with the South line of said Crosby tract and along or near a fence line, 373.44 feet to the POINT OF BEGINNING, and containing in all 6.00 acres of land.

SAID CONVEYANCE IS SUBJECT TO THE FOLLOWING:

BOB MALONE

VOL. 1582, PG. 995

3707 CROSS TIMBERS

EXHIBIT "B"**DEVELOPMENT STANDARDS****Planned Development****Johnson/Malone properties**

The development as described in Exhibit "A" shall be in accordance with the Town's Master Plan - 2001 and Land Development Code, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES

1. **Office District (O) uses.** Development of the Office District area designated as Tracts 15 and 16 of the P. Malone Survey, Abstract 835 on Exhibit "B", Concept Plan for Johnson/Malone, comprised of approximately 11.2 acres, shall be in compliance with all regulations applicable to Office District (O) contained in the Land Development Code, as amended, except as otherwise provided in said Ordinance.

B. PERMITTED USES

The following uses shall be the only uses permitted in this Planned Development District:

1. Offices, general business or professional,
2. Offices, medical or dental, or
3. Restaurant, general.

The following use, allowed with a Specific Use Permit, shall be the only additional use permitted in this Planned Development District:

1. Private club.

C. MISCELLANEOUS STANDARDS

1. The tree stands noted on the Zoning exhibit will be designated as tree preservation areas. Only dead and diseased trees may be removed in these areas. No portion of the development, including parking lots, will be allowed to intrude into the tree preservation or drainage areas. The tree preservation areas may be contained within a conservation easement.
2. Specific tree surveys will be submitted with any site plan, and buildings will be oriented to save the trees and respect existing topography.
3. All drainage areas will be protected from encroachment of any development.
4. Stands of trees to be saved shall have a construction-free area equal to the drip line plus 10' on the side facing the construction zone.

5. Individual trees to be saved shall have a construction-free area equal to twice the drip line or the drip line plus 10', whichever is more.
6. Building Elevation Profiles and Roof Form shall have the following components:
 - a. Harmonious architecture of each structure is required.
 - b. Contrasting wall planes, architectural elements, and rooflines shall be used to create interesting and pleasing elevations. Decorative pilasters, cornices and/or moldings shall be incorporated into all elevations exposed to public view.
 - c. Any exposed roof slopes shall be composition shingle, clay tile and/or standing seam metal. Colors shall be earth tones, copper color, or elements of the brown scale.
 - d. Roof pitches shall conform to Master Plan 2001. Sloped roofing shall be required for structures under 15,000 square feet.
7. Building Materials shall have the following characteristics:
 - a. Not less than 60% and not more than 90% of any elevation facing a public street or platted access easement shall be constructed of unpainted/unstained material that meets the definition of masonry, as defined by the Land Development Code and Master Plan 2001. Masonry shall be earth and wood tone in color.
 - b. The use of exposed standard concrete shall not be utilized for any façade.
 - c. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory applied finish. Metal that develops an oxidized finish (copper) is appropriate.
 - d. Windows and glass shall be incorporated into the design of the building, but will not comprise more than 50% of the elevation. Maximum reflectance shall not exceed 15%.
 - e. E.F.I.S can be used for accents, not to exceed 10% of an individual tenant's exterior wall surface area.
 - f. Earth and wood tone colors are to be used (reddish brown, brown, tan, umber, gold, sand, green), as well as other colors that may be acceptable, if the applicant can demonstrate that they are appropriate for the design of the development and are harmonious within the site.
 - g. The primary exterior color shall be comprised of earth or wood tones for at least 60%, but not greater than 90%, of the façade. A secondary earth or wood tone accent color shall be used on at least 10% of the façade.
 - h. Not more than 15% of any elevation shall be comprised of a color that is not considered an earth or wood tone.
8. The roof surface height shall not exceed thirty (30) feet, and any building shall not be more than one (1) story in height.

APPROVED BY: [Signature] DATE: 7/25/02
REVIEWED PROPOSED ROADWAY PROTECTION 7/25/02
EXHIBIT

EXHIBIT "C"
USES LIMITED TO:
1. MEDICAL OR DENTAL OFFICES
2. GENERAL BUSINESS OR PROFESSIONAL OFFICES
3. GENERAL RESTAURANT
4. PRIVATE CLUB AS PART OF RESTAURANT
ONLY WITH SPECIFIC USE PERMIT.

HASTER PLAN AMENDMENT
AND ZONING CHANGE EXHIBIT
FOR
JOHNSON & MALONE
5.2 ACRE, AND 6.0 ACRE TRACT
P. MALONE SURVEY, ADST. NO. 836
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
MARCH 2002

SURVEY CENTER: 4.4 UTILITY POLE # 2
UTILITY POLE # 2, U.T.C. NITE "O" 100' 100' 100' 100'
UTILITY POLE # 2, U.T.C. NITE "O" 100' 100' 100' 100'
UTILITY POLE # 2, U.T.C. NITE "O" 100' 100' 100' 100'

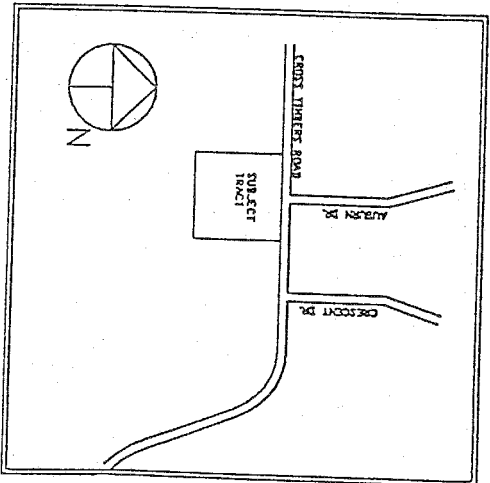
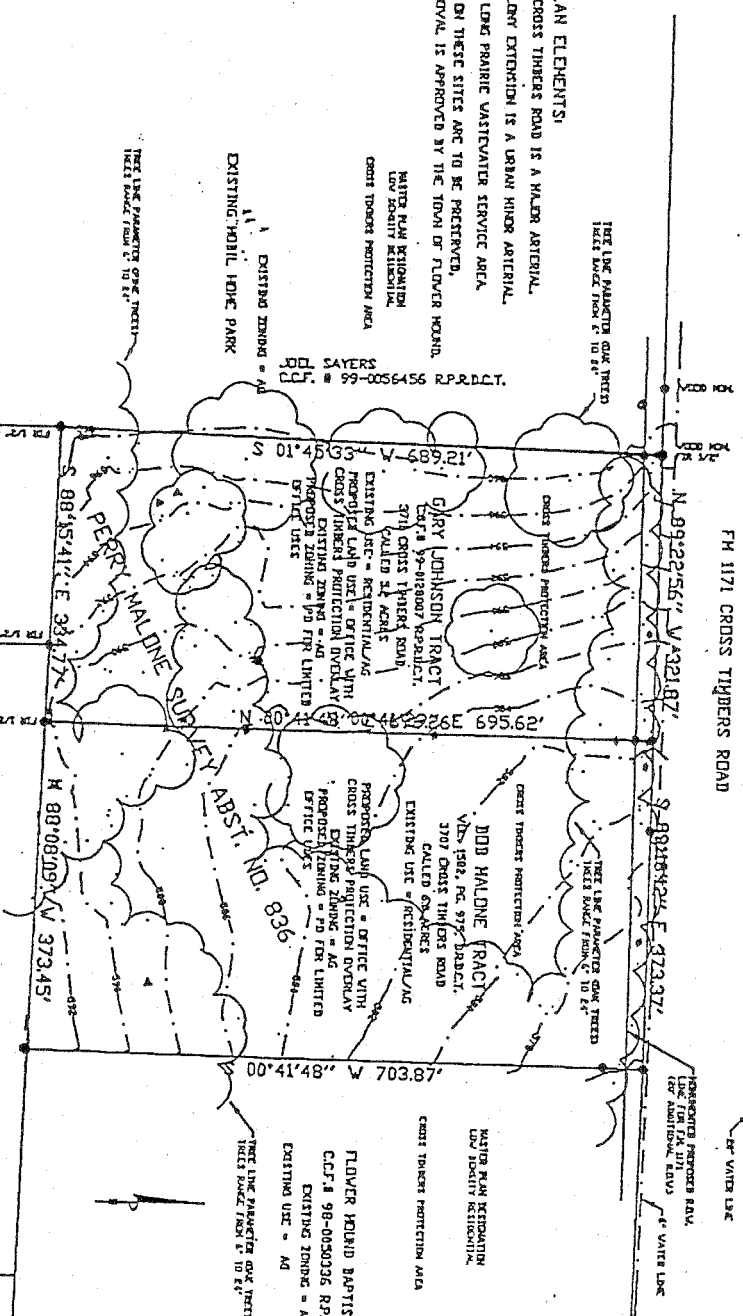
DIVERS
GARY JOHNSON, AND BOB MALONE
3707 E. 3711 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS 75022
972-339-9401 & 972-339-3247

APPLICANT
ARTHUR DEAN HODGE
TEXAS NATIONAL SURVEYING
3300 LONG PRAIRIE ROAD
FLOWER MOUND, TEXAS 75022
PH: 972-724-1023

EXISTING ZONING = AG
HASTER PLAN REZONATION
LOW DENSITY RESIDENTIAL
CROSS TIMBERS PROTECTION AREA

EXISTING ZONING = AG
HASTER PLAN REZONATION
LOW DENSITY RESIDENTIAL
CROSS TIMBERS PROTECTION AREA

EXISTING ZONING = AG
HASTER PLAN REZONATION
LOW DENSITY RESIDENTIAL
CROSS TIMBERS PROTECTION AREA



HASTER PLAN ELEMENTS:

- 1. GUY 1171 / CROSS TIMBERS ROAD IS A MAJOR ARTERIAL.
- 2. EXISTING COUNTRY EXTENSION IS A URBAN MAJOR ARTERIAL.
- 3. SITE IS IN LONG PRAIRIE WASTEWATER SERVICE AREA.
- 4. ALL TREES ON THESE SITES ARE TO BE PRESERVED.
- 5. ACCESS REMOVAL IS APPROVED BY THE TOWN OF FLOWER MOUND.

EXISTING ZONING = AG
EXISTING MOBILE HOME PARK

EXISTING ZONING = AG
HASTER PLAN REZONATION
LOW DENSITY RESIDENTIAL
CROSS TIMBERS PROTECTION AREA

EXISTING ZONING = AG
HASTER PLAN REZONATION
LOW DENSITY RESIDENTIAL
CROSS TIMBERS PROTECTION AREA

EXISTING ZONING = AG
HASTER PLAN REZONATION
LOW DENSITY RESIDENTIAL
CROSS TIMBERS PROTECTION AREA

EXISTING ZONING = AG
HASTER PLAN REZONATION
LOW DENSITY RESIDENTIAL
CROSS TIMBERS PROTECTION AREA

52

54

Block 10

55

56

57

58X

CARRIAGE GLEN AT
BRIDLEWOOD
ZONED: PD-30
LANDUSE: MEDIUM
DENSITY RESIDENTIAL

28

27

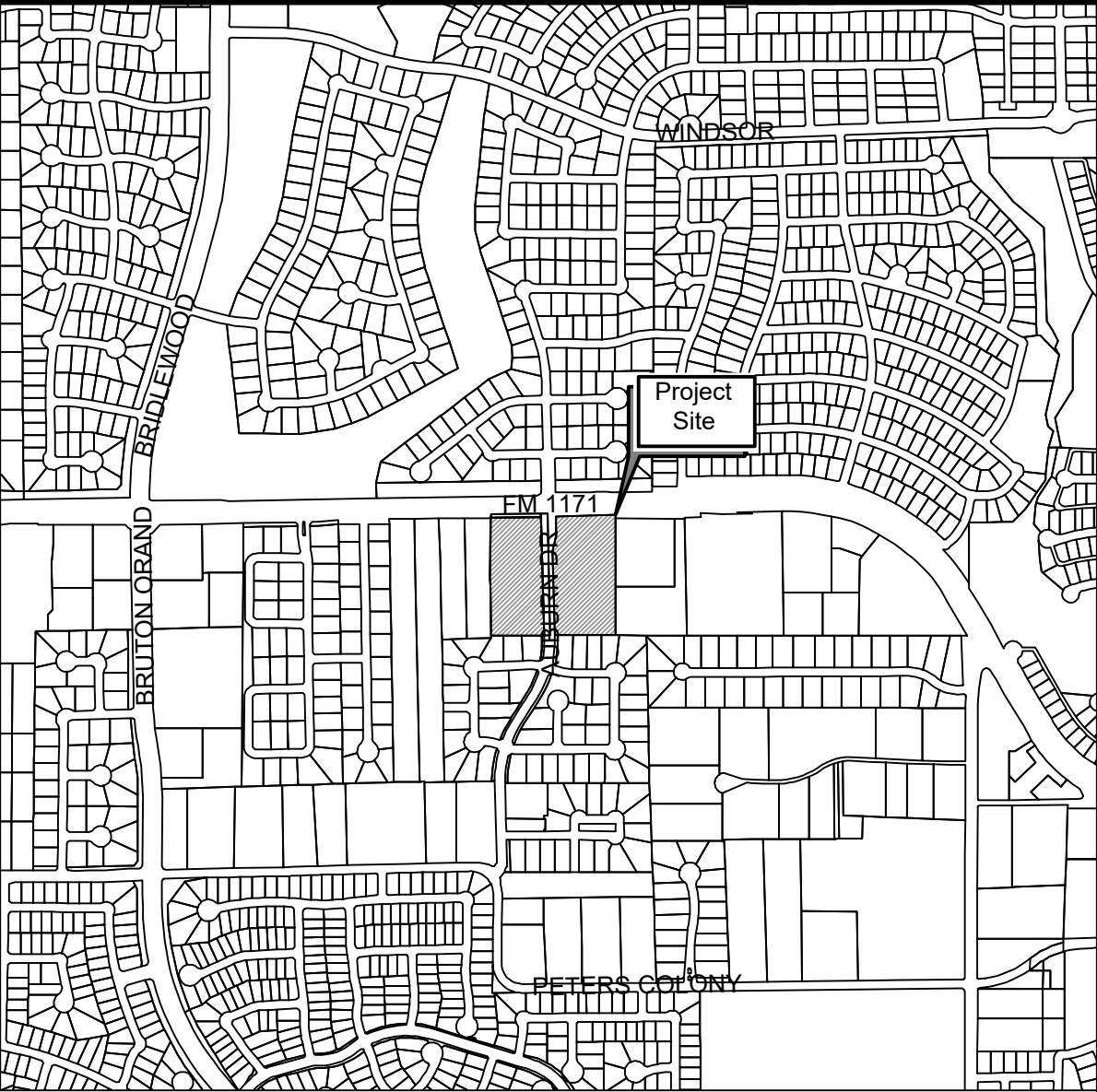
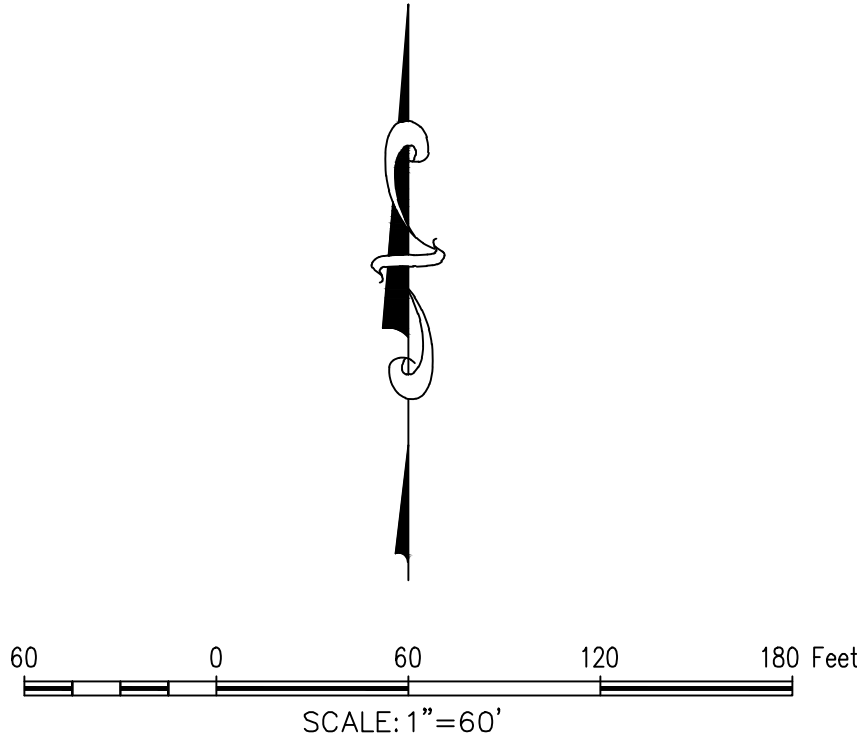
26

25

24

Block 11

29X



Legal Description
Tract 1
4.571 acres
Perry Malone Survey, Abstract No. 836
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Perry Malone Survey, Abstract No. 836, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Gary L. Johnson, recorded in Clerk's File No. 99-R00128887, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Johnson tract, same being in the north line of Flower Mound Woods, an addition to the Town of Flower Mound, according to the plat thereof recorded in Instrument No. 2010-94, Plat Records Denton County, Texas;

THENCE N 00°03'00" W, with the west line of said Johnson tract, a distance of 668.28' to the south line of F.M. 1171;

THENCE N 84°30'47" E, with the south line of F.M. 1171, a distance of 8.97'

THENCE N 88°51'52" E, with the south line of F.M. 1171, a distance of 279.32;

THENCE southeasterly with a curve to the right having a radius of 610.00', a central angle of 01°36'29", an arc length of 17.12', whose chord bears S 00°37'39" E, a distance of 17.12';

THENCE S 89°55'10" W, with the south line of said Johnson tract, a distance of 304.32' to the **POINT OF BEGINNING**, and containing approximately 4.571 acres of land.

Tract 2
5.300Acres
Perry Malone Survey, Abstract No. 836
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Perry Malone Survey, Abstract No. 836, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Reddy Cross Timberland Partnership, recorded in Instrument No. 2004-138770, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said Reddy Cross Timber tract, same being in the north line of Flower Mound Woods, an addition to the Town of Flower Mound, according to the plat thereof recorded in Instrument No. 2010-94, P Records, Denton County, Texas;

THENCE N 89°30'53" W, with the south line of said Reddy Cross Timber tract, a distance of 342.68';

THENCE northwesterly with the east line of Auburn Drive and being a curve to the left having a radius of 670.00', a central angle of 01°31'11", an arc length of 17.77', whose chord bears N 00°34'48" W, a distance of 17.77';

THENCE N 01°26'43" W, continuing with the east line of Auburn Drive, a distance of 460.59';

THENCE N 13°33'17" E, continuing with the east line of Auburn Drive, a distance of 92.73';

THENCE N 01°26'43" W, continuing with the east line of Auburn Drive, a distance of 108.26';

THENCE N 88°51'52" E, with the south line of F.M. 1171, a distance of 322.96';

THENCE S 01°02'47" E, with the east line of said Reddy Cross Timber tract, a distance of 685.43' to the POINT OF BEGINNING, and containing approximately 5.300 acres of land.

MASTER PLAN FEATURES	
Land Use Plan	Office – Cross Timbers Protection Area
Urban Design Plan	Long Prairie District
Parks and Trail	8' Multi-use Trail along FM 1171
Open Space Plan	Not a conservation development
Thoroughfare Plan	FM 1171– Major Arterial Auburn–Urban Collector
Water Plan	Long Prairie District– Cross Timbers Protection Area
Wastewater Plan	Long Prairie District– Cross Timbers Protection Area

Zoning Standard	Existing PD-72	Proposed Office
Minimum Lot Area	N/A	N/A
Minimum Lot Width	N/A	N/A
Minimum Floor Area	N/A	N/A
Minimum Front Yard	N/A	N/A
Minimum Side Yard	N/A	N/A
Minimum Rear Yard	15'	15'
Maximum Lot Coverage	50%	50%
Max Height (stories/ft.)	1/30'	3/35'

OWNER/DEVELOPER
Gary Johnson/Vik Reddy
2650 FM 407E, #145-11
Bartonville, Texas 76226
Ph. 214-797-5511
Contact: Jim Lang

Johnson/Reddy Tract
9.871 Acres

P. MALONE SURVEY, ABSTRACT NO. 836
FLOWER MOUND
DENTON COUNTY, TEXAS

MASTER PLAN AMENDMENT AND ZONING EXHIBIT

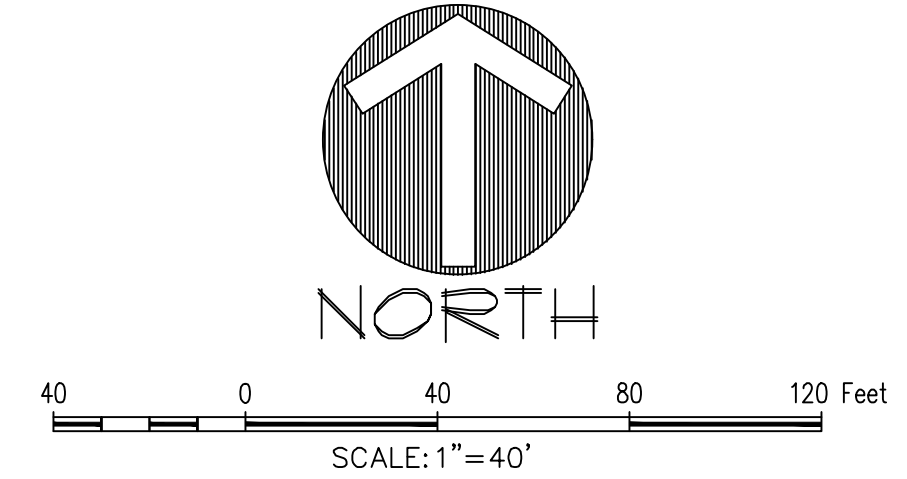
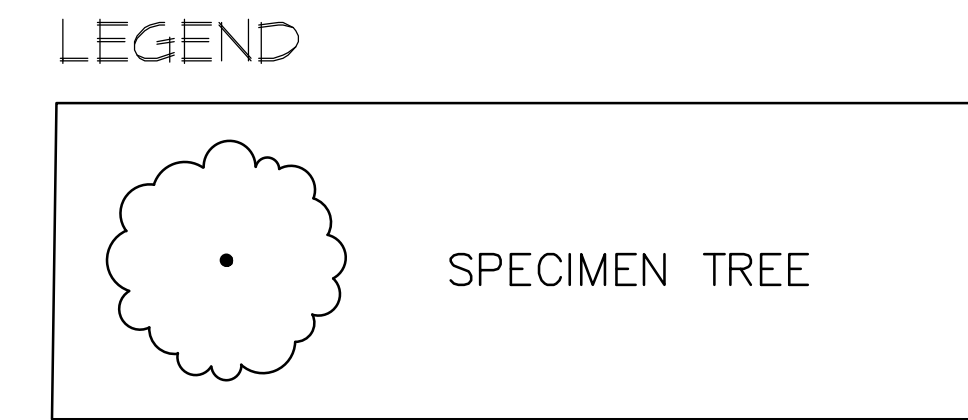
PRELIMINARY PLANS

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 5/4/2018

Drawn By: PF
Date: 11/15/17
Scale: 1"=60'
Revisions:
02/05/2018
05/04/2018

17353

ZE



	TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMARKS
1	709	33	Pecan	<i>Carya illinoensis</i>	Yes	
2	710	31	Post Oak	<i>Quercus stellata</i>	Yes	
3	711	27.5	American Elm	<i>Ulmus americana</i>	Yes	
4	711	29.5	American Elm	<i>Ulmus americana</i>	Yes	
5	712	26.5	American Elm	<i>Ulmus americana</i>	Yes	
6	713	30.5	American Elm	<i>Ulmus americana</i>	Yes	
7	715	27.5	Post Oak	<i>Quercus stellata</i>	Yes	
8	716	36	Hickory	<i>Carya texana</i>	Yes	
9	717	31	Hickory	<i>Carya texana</i>	Yes	
10	718	30.5	Cedar Elm	<i>Ulmus crassifolia</i>	Yes	
11	719	32	Hickory	<i>Carya texana</i>	Yes	
12	720	25.5	Pecan	<i>Carya illinoensis</i>	Yes	
13	721	19	Cedar Elm	<i>Ulmus crassifolia</i>	Yes	
14	722	37	American Elm	<i>Ulmus americana</i>	Yes	
15	723	30	American Elm	<i>Ulmus americana</i>	Yes	
16	724	27.5	Pecan	<i>Carya illinoensis</i>	Yes	
17	725	25	Pecan	<i>Carya illinoensis</i>	Yes	
18	726	36	American Elm	<i>Ulmus americana</i>	Yes	
19	1288	30	American Elm	<i>Ulmus americana</i>	Yes	
20	1290	27	American Elm	<i>Ulmus americana</i>	Yes	
21	1291	33	American Elm	<i>Ulmus americana</i>	Yes	
22	1292	30	American Elm	<i>Ulmus americana</i>	Yes	
23	1293	31.5	American Elm	<i>Ulmus americana</i>	Yes	
24	1294	25.5	American Elm	<i>Ulmus americana</i>	Yes	
25	1295	42	American Elm	<i>Ulmus americana</i>	Yes	
26	1296	27	American Elm	<i>Ulmus americana</i>	Yes	
27	1297	27	American Elm	<i>Ulmus americana</i>	Yes	
28	1298	29	American Elm	<i>Ulmus americana</i>	Yes	
29	1299	28, 12	American Elm	<i>Ulmus americana</i>	Yes	Multitrunk
30	1300	25	Pecan	<i>Carya illinoensis</i>	Yes	
31	2922	26	Post Oak	<i>Quercus stellata</i>	Yes	

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 5/4/2018



Drawn By: VC
Date: 05/04/2018
Scale: 1"=40'
Revisions:

7353

ST1.0)

OWNER/DEVELOPER
Gary Johnson/Vik Reddy
2650 FM 407E, #145-11
Bartonville, Texas 76226
Ph. 214-797-5511
Contact: Jim Lang

From: Jones, Blake
To: [planning](#)
Cc: [REDACTED]
Subject: RE: ZONING PLANNED DEVELOPMENT (ZPD17-0017) JOHNSON-REDDY PROPERTY PD-72
Date: Thursday, June 14, 2018 1:30:27 PM
Attachments: [REDACTED]

Mr. Russell,

I am writing in reference to the proposed re-zoning of the land on the southwest corner of Cross Timbers (1174) and Auburn Drive. It is our understanding the request is to increase the currently zoned commercial/office structure by adding additional levels. We would like to express our extreme disapproval of this proposal given the many factors, hazards and risks this would present.

We live on the Northeast corner of Cross Timbers and Auburn and are a family with young children. Currently the traffic has increased to a level of extreme noise pollution, it wakes my family up all through the night with construction vehicles, 18-wheelers and overall loud vehicles traveling through the area at all times of the night. We are to the point where we can no longer spend quality time in the backyard due to the noise. This approval would increase this noise from construction and through additional traffic after completion. It would also increase the headlights shining into our home as cars depart onto Cross Timbers and additionally create a privacy issue given the increase of levels/stories on the proposed rezone, as anyone on the second floor and higher would have direct view into our living spaces and bathrooms.

Additionally, our street and the blocks surrounding contain families with young drivers exiting this portion of our neighborhood. Exiting the neighborhood turning east is currently very treacherous given the speed limit and the blind hill to the west. This will inevitably create more traffic exiting the other side and result in a large increase of accidents. Putting a stoplight here what also create a safety hazard for our children who now have to play in the front yard due to the extreme noise levels in the backyard. Our house would constantly be surrounded by moving vehicles and not conducive for a young family or family of any age for that matter.

We love Flower Mound and more specifically Bridlewood. Since moving here, we feel we have found this area to be a great place to live, raise a family and be part of a caring community. It's clear this has been discovered by others due to the rising population of home sales in the area. We have benefited in this through an increase in the property values of a very healthy housing market. We have also invested in renovations to help increase the property value/equity in our home. I would also add that my job allows me and my family to live anywhere within the Southwest United States, as is the case with many of our neighbors. The last thing I want to do is leave our community, but if these types of decisions are made by the appointed representatives of our community without the concern of its residents and the values Flower Mound was built on, I will have no choice. I would also have no choice than to reduce my return on personal investment by lowering the asking price of my home (well below comparative values), to sell quickly and find another place to live. I would rather do that than have to invest in more soundproofing, privacy apparatus or much worse, see someone in our community injured... I don't think this is a trend you want as a community and I can't imagine the representatives of the Bridlewood HOA would be pleased with a de-valued market this creates. It

hurts us all in the long run.

I urge you to do the right thing for our community and reject this effort to rezone this property.

Regards,

Blake Jones

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

Dear Flower Mound Planning and Zoning Commissioners and Town Council Members:

Regarding zoning case ZPD17-0017, I am hereby opposed to this request.

I am a strong proponent of economic development and appreciate that the property is already zoned for commercial uses. However, while I have no issue with the additional land uses proposed as part of the applicant's request, I have strong concerns about weakening existing tree protection regulations in the Cross Timbers Protection Area (CTPA). That said, I understand the applicant's concerns about viability of future development on the property given the current tree preservation restrictions. Therefore, I would be willing to rescind my opposition subject to the following provisions, should they be added as a condition of approval:

1. Expand the compatibility buffers and the building setback to a minimum of 100 feet along the southern property line ONLY of both tracts;
2. Require that the expanded compatibility buffers also contain a conservation easement(s), however, additional tree planting and mitigation may occur in the buffer;
3. Given the above provisions, approve the applicant's amended tree preservation language for the remainder of the properties.

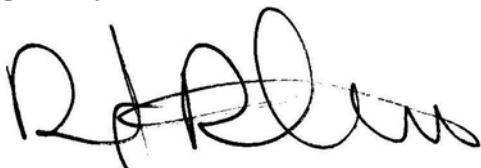
I understand that the Flower Mound land development codes require a minimum 25 foot compatibility buffer from adjacent residential uses on commercial properties. However, 25 feet is simply not large enough for the CTPA. Most large over story trees in the CTPA have a dripline diameter of 50 to 60 feet with larger trees approaching 100 feet. The common southern property line of the subject properties contains many large native tree stands within 100 feet of the southern property boundaries. Per the exhibit on the following page, moving in a due east direction approximately 1,000 feet from the southeast property corner of the subject property, there are many more similar tree stands just to the north of the back property lines of homes located along the northern portion of Pecan Park Estates. All of these trees should be protected.

The cross-timbers are rapidly disappearing. Where possible, new development should mix conservation with sustainability to promote and preserve the cross-timbers aesthetic that makes Flower Mound such a beautiful community. This can be done in complete balance with the economic development goals of the community.

The Commission and Council have the legislative discretion to require the above-proposed provisions as a condition of approval for the PD amendment. These conditions will serve to aid in protecting the CTPA, the quality of life and property values of homes in the surrounding neighborhoods – all while promoting quality, compatible economic development.

Therefore, I request that the Commission and Council raise the bar and consider my proposal. Otherwise, I remain in opposition to the request.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. Ruthven', with a stylized, cursive script.

Robert Ruthven
3520 Pecan Park Drive
Flower Mound, TX 75022

Expanded Compatibility Buffer Exhibit



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 65-02, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 72 (PD-72) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 9.871 ACRES OF LAND SITUATED IN THE P. MALONE SURVEY, ABSTRACT NUMBER 836; BY REPLACING EXHIBIT "B," ENTITLED "DEVELOPMENT STANDARDS," IN ITS ENTIRETY WITH A NEW EXHIBIT "B," ENTITLED "DEVELOPMENT STANDARDS," AND REPLACING EXHIBIT "C," ENTITLED "MASTER PLAN AMENDMENT AND ZONING CHANGE EXHIBIT," WITH A NEW EXHIBIT "C," ENTITLED "ZONING EXHIBIT," IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 9.871 acres of land situated in the P. Malone survey, Abstract Number 836, have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 65-02 for Planned Development District No. 72 (PD-72); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on July 9, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 16, 2018, with respect to the Planned Development amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Planned Development amendment on the property;

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

SECTION 1

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

9.871 acres of land situated in the P. Malone survey, Abstract Number 836, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Exhibit "B" to Ordinance No. 65-02, entitled "Development Standards," is hereby replaced in its entirety with a new Exhibit "B," entitled "Development Standards," attached hereto and incorporated herein.

Exhibit "C" to Ordinance No. 65-02, entitled "Master Plan Amendment and Zoning Change Exhibit," is hereby replaced in its entirety with a new Exhibit "C," entitled "Zoning Exhibit," attached hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 65-02, the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Flower Mound are expressly saved as to any and

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

SECTION 7

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

SECTION 8

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

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

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit "A" Legal Description

Legal Description
Tract 1
4.571 acres
Perry Malone Survey, Abstract No. 836
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Perry Malone Survey, Abstract No. 836, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Gary L. Johnson, recorded in Clerk's File No. 99-R00128887, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Johnson tract, same being in the north line of Flower Mound Woods, an addition to the Town of Flower Mound, according to the plat thereof recorded in Instrument No. 2010-94, Plat Records, Denton County, Texas;

THENCE N 00°03'00" W, with the west line of said Johnson tract, a distance of 668.28' to the south line of F.M. 1171;

THENCE N 84°30'47" E, with the south line of F.M. 1171, a distance of 8.97'

THENCE N 88°51'52" E, with the south line of F.M. 1171, a distance of 279.32';

THENCE S 01°26'43" E, with the west line of Auburn Drive, a distance of 658.88';

THENCE southeasterly with a curve to the right having a radius of 610.00', a central angle of 01°36'29", an arc length of 17.12', whose chord bears S 00°37'39" E, a distance of 17.12';

THENCE S 89°55'10" W, with the south line of said Johnson tract, a distance of 304.32' to the **POINT OF BEGINNING**, and containing approximately 4.571 acres of land.

Tract 2
5.300 Acres
Perry Malone Survey, Abstract No. 836
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Perry Malone Survey, Abstract No. 836, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Reddy Cross Timber LTD Partnership, recorded in Instrument No. 2004-138770, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said Reddy Cross Timber tract, same being in the north line of Flower Mound Woods, an addition to the Town of Flower Mound, according to the plat thereof recorded in Instrument No. 2010-94, Plat Records, Denton County, Texas;

THENCE N 89°30'53" W, with the south line of said Reddy Cross Timber tract, a distance of 342.68';

THENCE northwesterly with the east line of Auburn Drive and being a curve to the left having a radius of 670.00', a central angle of 01°31'11", an arc length of 17.77', whose chord bears N 00°34'48" W, a distance of 17.77';

THENCE N 01°26'43" W, continuing with the east line of Auburn Drive, a distance of 460.59';

THENCE N 13°33'17" E, continuing with the east line of Auburn Drive, a distance of 92.73';

THENCE N 01°26'43" W, continuing with the east line of Auburn Drive, a distance of 108.26';

THENCE N 88°51'52" E, with the south line of F.M. 1171, a distance of 322.96';

THENCE S 01°02'47" E, with the east line of said Reddy Cross Timber tract, a distance of 685.43' to the **POINT OF BEGINNING**, and containing approximately 5.300 acres of land.

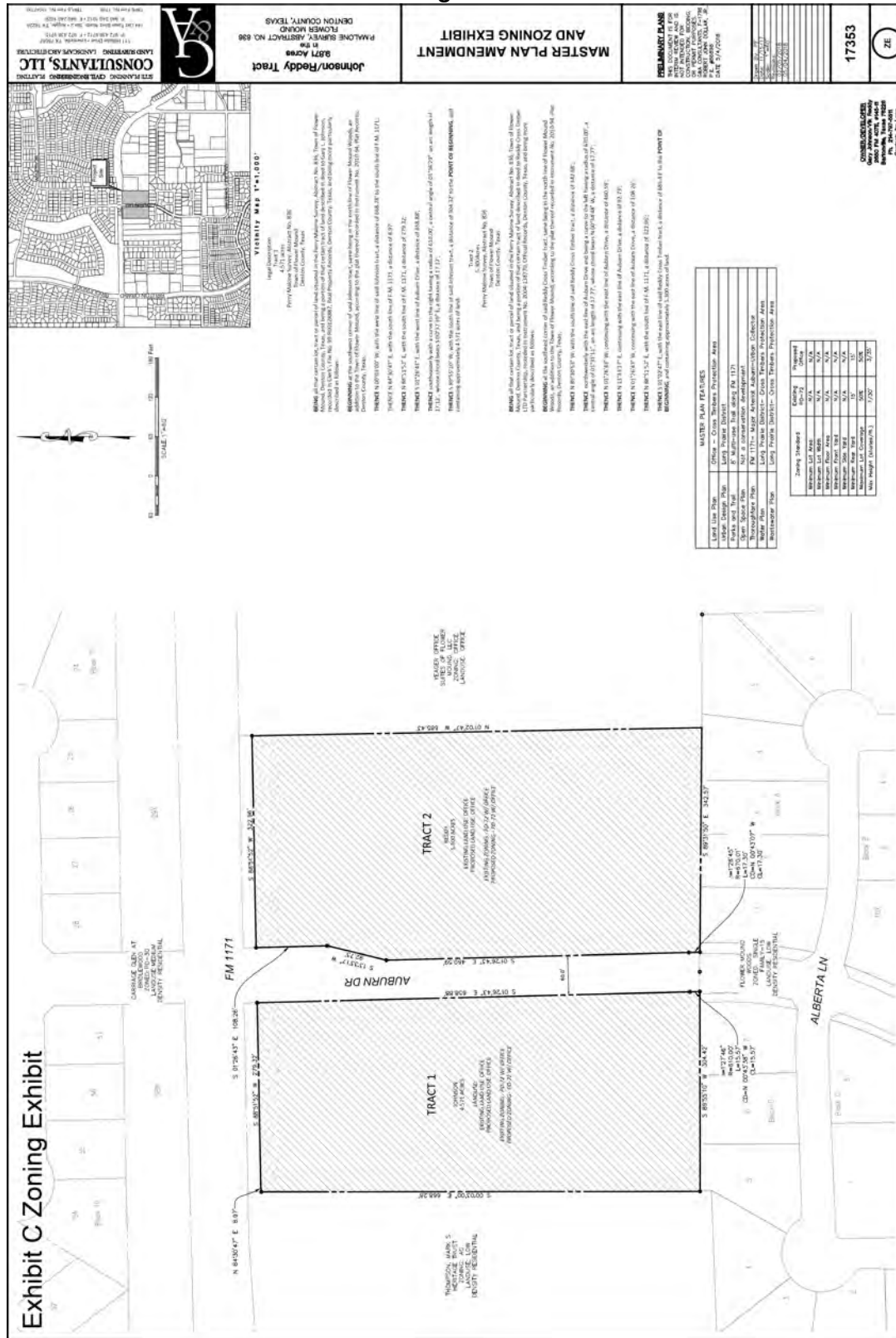
Exhibit "B"
Development Standards

Planned Development District - 72 (PD-72)
Johnson/Reddy

The development on the property comprising approximately 9.8 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

- A. PERMITTED USES. The uses listed as Permitted Uses in Office District (O) in the Town's Zoning Ordinance, except as otherwise listed herein, may be permitted in the areas designated on Exhibit "A" as Office District (O) areas. The following uses are prohibited:
1. Cleaning/laundry pickup station only;
 2. College or university;
 3. Fire station;
 4. Golf Course, (public);
 5. Local utility line;
 6. Public building,(shop or yard);
 7. Railroad track;
 8. School,(business);
 9. Sewage pump station;
 10. Swimming pool, (commercial);
 11. Telephone equipment station;
- B. SPECIFIC USES. The uses listed as Specific Uses in the Office District (O) in the Town's Zoning Ordinance may be permitted 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.
- C. TEMPORARY USES. The uses listed as Temporary Uses in the Office District (O) in the Town's Zoning Ordinance may be permitted in areas designated on Exhibit "A" as Office District (O) only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".
- D. MISCELLANEOUS STANDARDS. This Planned Development (PD) shall be subject to the following standards:
1. In the attempt to reduce the impact of the development on the existing tree canopy, the following tree preservation standards shall be required:
 - a. Specimen and Protected Trees that are located within the limits of the required compatibility buffers shall be preserved.
 - b. A minimum of sixty percent (60%) of the existing Specimen Trees of each tract shall be preserved.
 2. A Tree Protection Plan shall be provided at the time of site plan and/or record plat for the tract on which the development is proposed. Said Plan shall ensure the required minimum percentage of specimen trees are being preserved as well as the preservation of specimen trees in the required compatibility buffers.

Exhibit "C"
Zoning Exhibit





TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: July 16, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0003 – Goddard School at Orchard Flower) to amend Planned Development District No. 120 (PD-120) with Single-Family District-5 (SF-5) and Retail District-2 (R-2) uses, to modify the conceptual plans and elevations for the non-residential portion, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 9, 2018, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3.

There was discussion at the P&Z public hearing regarding shared parking between the subject day care center site and the adjacent proposed commercial site. P&Z's recommendation of approval for this project included a requirement that shared parking be provided between the sites. The applicant is amenable to this recommendation.

During the public hearing, a representative of the property owner(s) to the north of the subject site (Anthony Natale) suggested several amendments to the applicant's proposal. These had been discussed previously with the applicant who is in agreement with these changes (See Attachment (3)). Since P&Z did not include these changes as a part of their motion, Mr. Natale will be asking for consideration of them at the Town Council meeting.

The draft ordinance (Attachment 2) incorporates the proposed amendments.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

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 (ZPD18-0003 – Goddard School at Orchard Flower) to amend Planned Development District No. 120 (PD-120) with Single-Family District-5 (SF-5) and Retail District-2 (R-2) uses, to modify the conceptual plans and elevations for the non-residential portion, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: July 9, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0003 – Goddard School at Orchard Flower) to amend Planned Development District No.120 (PD-120) with Single-Family District-5 (SF-5) and Retail District-2 (R-2) uses, to modify the conceptual plans and elevations for the non-residential portion, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances. The property is generally located at the northwest corner of Flower Mound Road and Old Orchard Lane.**

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 an exception request to the Town's regulations which necessitates special consideration by the Commission (see Analysis below).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

Planned Development District No. 120 (PD-120) encompasses approximately 27.3 acres, out of which approximately 2.75 acres located at the northwest corner of Flower Mound Road and Old Orchard Lane is zoned for Retail District-2 (R-2) uses and the remaining 24.55 acres zoned for Single-Family District-5 (SF-5) uses. The purpose of this request is to amend the concept plans, elevations, and development standards associated with the R-2 zoning district in order to allow a day care center use by right.

The approved concept plan depicted two retail/restaurant buildings organized around an amenity area consisting of existing protected trees and seating area. The proposed concept plan also depicts two buildings to be located on separate lots, Area A and Area B, and separated by mutual access fire lane. The Goddard School, a proposed one-story, approximately 9,800-square-foot day care center will be located within Area A. The maximum occupant load is 210 which includes students and teachers. The Town Code requires one off-street parking space per four persons accommodated by the day care center, including students and staff. The project requires 53 parking spaces, and the applicant is proposing 42 parking spaces, which is within the 20% deviation allowed by the Town's Code. The proposed day care

center will not have a drop off lane; therefore, all people entering the site will have to park and walk to and from the building.

Area B will consist of a one-story, approximately 11,500-square-foot building to include retail, office, and restaurant uses. Required and provided parking for Area B is 80 spaces. The concept plan depicts a shared amenity area consisting of raised planter with seat wall, shade structure, benches, and decorative pots to be located within Area B. Installation of these amenities will be required with phase one development. Access to both lots will be from Flower Mound Road and Old Orchard Lane. PD standards stipulate for additional amenities for Area B prior to issuance of a certificate of occupancy for the building located within Area B.

The proposed elevations for both buildings closely match the approved elevations in terms of colors and building materials. The buildings comply with the Town's Urban Design Plan and PD-120 standards.

A. Modifications to the development standards:

The applicant is requesting certain amendments to the language in the PD-120 development standards to better accommodate the proposed use and building layout. The requested modifications are contained in Attachment B(2) and the amendments shown in red text. At the time PD-120 was approved, the developer received certain exceptions to the compatibility buffer standards which are being modified with this PD amendment request. The table below compares required, approved and proposed standards.

Compatibility Buffer	Required	Approved	Proposed
25' landscape buffer	25' buffer to be located on the non-residential side.	20' to be located on residential and 5' to be located on non-residential side.	No change
6' masonry wall	Continuous 6' wall on the property line	Existing - Approx. 546 linear feet of 6' wrought-iron fence + Approx. 90 linear feet of masonry wall.	Replace portion of wrought-iron fence with masonry wall. End result - Approx. 161 linear feet of wrought-iron fence + Approx. 475 linear feet of 6' masonry wall.
Trees	44 trees (1 tree per 400 square feet of buffer area)	30 trees (1 tree per 600 square feet of buffer area)	30 trees (1 tree per 600 square feet of buffer area) + 12 mitigation trees.
Understory	Continuous dense 6' understory trees	Small shrubs on non-residential side.	Continuous 6' evergreen shrubs within Area A and 3' shrubs within Area B.

B. Exception to Compatibility setback:

The residential compatibility standards apply when a non-residential development is proposed adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan. A 60-foot setback measured from the property line is required for a single story building. The applicant is requesting an exception for the compatibility setback along the western property line. The proposed day care center is located approximately 22 feet from the property line.

There are no amendments being proposed to the residential portion of PD-120. However, the applicant had approached the residential developer for feedback on the proposed plans. As recommended by the residential developer, the applicant has agreed to install masonry wall and plant evergreen tall shrubs along the north and the east property lines of Area A (day care site) to mitigate the noise from the day care center. Also, the masonry wall has been extended 20 feet east into Area B along the north property line to provide additional screening for the dumpster located in Area B. The correspondence between the applicant and the residential developer has been included as Attachment A (3).

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 rezoning requests. At the time this report was written, staff had not received any correspondence regarding this request, apart from the correspondence from the residential developer.

IV. ATTACHMENTS**A. Background Information**

1. Vicinity Map
2. Letter of Intent
3. Planned Development District-120

B. Application Details

1. Zoning Planned Development Package
2. Draft Redline Development Standards

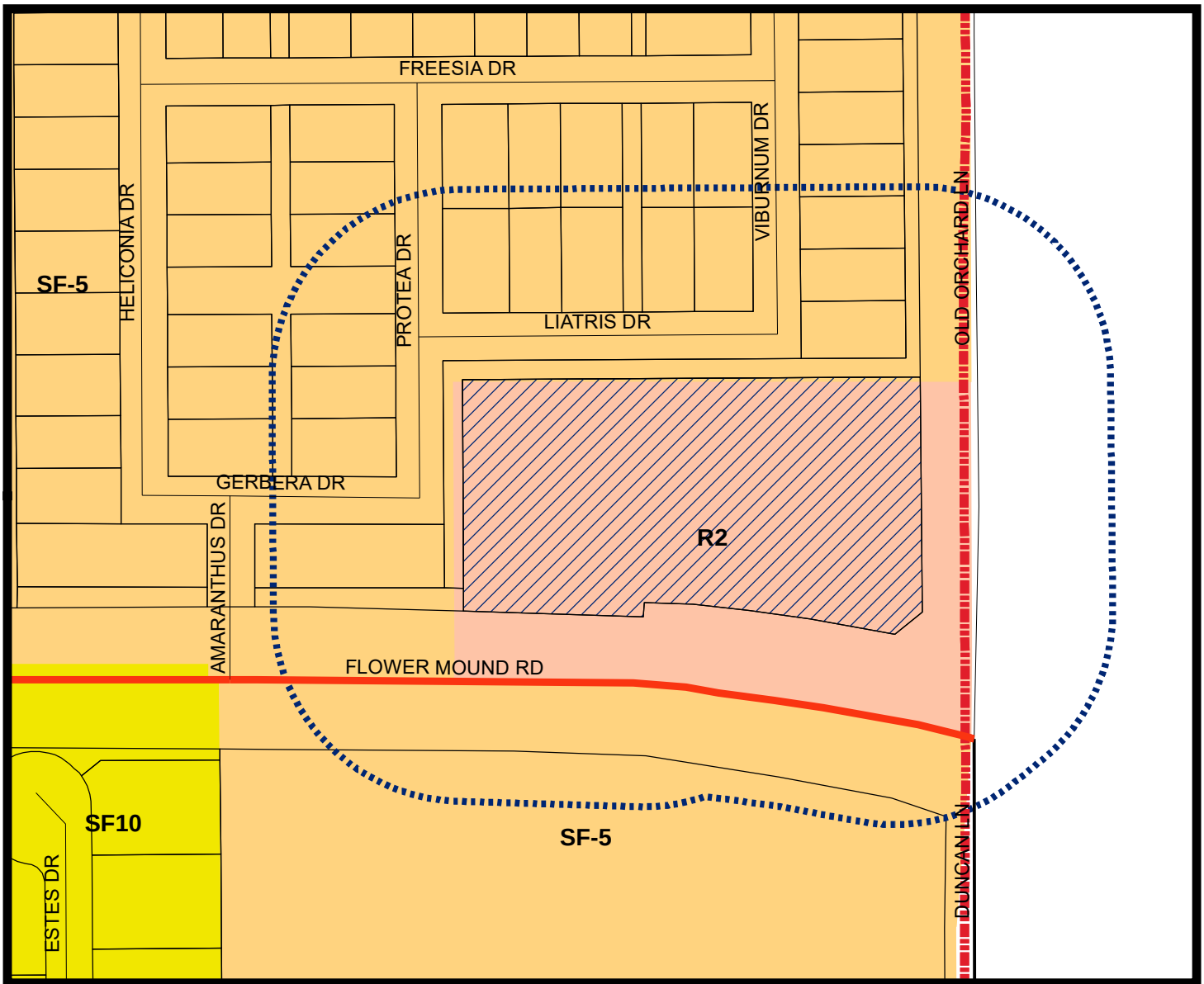
C. Correspondence

1. Correspondence from the Residential Developer



Vicinity Map

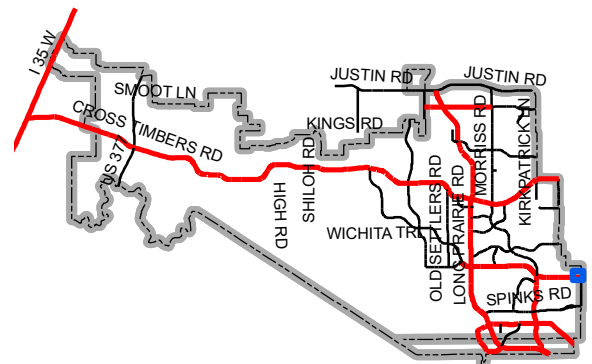
Reference Project: ZPD18-0003



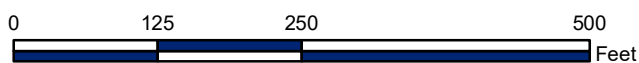
LEGEND

- Retail 2
- Single Family 5
- Single Family 10

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



T: 214.609.9271 | F: 469.359.6709 | W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

ATTN: Poornima Kashyap
Town of Flower Mound
2121 Cross Timber Road
Flower Mound, Texas 75028
Phone: 972-874-6349

Date: May 30th, 2018

RE: Letter of Intent for PD Amendment Request of Orchard Flower at NWC of Flower Mound Road (F.M. 3040) & Old Orchard Lane, Flower Mound, Texas

Dear Madam,

This letter of intent is to inform the Town of Flower Mound about the requested PD amendment of Orchard Flower at NWC of Flower Mound Road (F.M. 3040) & Old Orchard Lane. The request to amend the Orchard Flower PD is for revisions to the current Concept Plans and Open Space/Amenity Area descriptions. The concept plan is being revised from a dual Retail Building Development to a Goddard School Daycare and Retail Building Development. The Open Space/Amenity Areas are being revised from a description stating plaza areas between the retail buildings shall preserve existing large trees and provide areas for outdoor seating to a plaza area with shade structure, outdoor seating and raised planter.

The Goddard School is a Daycare facility for children six weeks to six years old with over 450 schools across the United States. All schools have an on-site owner (franchisee) and an educational director. Goddard focuses on children's emotional, social, intellectual and physical development. The Goddard School Development is intended to provide high quality daycare facility for children's, where children's can learn while playing. The Goddard School approach is based on widely accepted childhood development and brain-based learning research that clearly indicates the deepest, most genuine learning occurs for children through play and fun activities. Goddard fosters the cognitive and social development of each child through fun activities that are lovingly guided by highly trained teachers. The Retail Building is planned for Retail, Office and Restaurant Uses.

We believe the Goddard School and Retail Development will be a great addition for the Town of Flower Mound.

Site Data:

Existing Zoning District: PD-120 (R-2)

Development Plan Acreage: 2.756 Acres

Proposed Use: Day Care / Retail / Office / Restaurant

Proposed Building Area: 9,760 SF Day Care / 13,493 SF (3,600 SF Retail / 6,940 SF Office / 3,335 SF Restaurant)

Proposed Parking Space Quantities: Day Care – 42 Spaces / Retail / Office / Restaurant Building - 66 Spaces

Phase Development: Yes – 1st Daycare / 2nd Retail

Exceptions: Requesting an exception for the compatibility setback to allow the day care building to be located approximately 20 feet from the west property line.

Sincerely,



(Kartavya (Kevin) Patel, P.E.)

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 12-12

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING FROM INDUSTRIAL DISTRICT-1 (I-1), RETAIL DISTRICT-1 (R-1) AND RETAIL DISTRICT-2 (R-2) USES TO PLANNED DEVELOPMENT DISTRICT-120 (PD-120) WITH SINGLE-FAMILY DISTRICT-5 (SF-5) AND RETAIL DISTRICT-2 (R-2) USES, ON APPROXIMATELY 27.307 ACRES OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, SAID LAND BEING ALL OF LOTS 1 AND 2, BLOCK A, WINBORN ADDITION, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended a change in zoning classification of the property described herein and has recommended amending the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, regarding the rezoning of the property hereinafter described; and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the Town Council of the Town of Flower Mound; and

WHEREAS, the Town Council of the Town of Flower Mound, after public notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the Town of Flower Mound and of all testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town, the zoning of the property described herein shall be changed and that the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, shall be amended to reflect the rezoning of the property herein described.

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

SECTION 1

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

SECTION 2

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

That certain tract of land being 27.307 acres of land situated in the Rosannah Baker Survey, Abstract No. 49, said land being all of Lots 1 and 2, Block A, Winborn Addition, and more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), presently zoned Industrial District-1 (I-1), Retail District-1 (R-1) and Retail District-2 (R-2) uses, is hereby rezoned Planned Development District No. 120 (PD-120) for Single-Family District-5 (SF-5) and Retail District-2 (R-2) uses, in accordance with specific requirements in the Town's Master Plan, and in accordance with Exhibit "B" (Development Standards), Exhibit "C" (Concept Site Plan), Exhibit "D" (Concept Landscape Plan), Exhibit "E" (Concept Elevations), and Exhibit "F" (Monument Sign), attached hereto and incorporated herein as if repeated verbatim.

SECTION 3

From and after the effective date of this Ordinance, an exception is hereby granted to Section 82-302(1) of the Flower Mound Code regarding the construction of a brick or masonry wall between the residential and non-residential portions of the proposed development to allow the construction of a six-foot tall wrought iron fence, together with a pedestrian wrought iron gate, between the residential and non-residential portions of the proposed development in conformity with the requirements set out in Exhibit "B."

SECTION 4

From and after the effective date of this Ordinance, an exception is hereby granted to Section 82-302(2) of the Flower Mound Code regarding the requirement for a

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25-foot landscape buffer to be placed solely within the nonresidential portion of this development together with the requirements that said buffer provide a continuous dense six-foot tall screen of understory plants and the planting of native shade trees, a minimum of three-inch caliper, at a ratio of one tree per 400 square feet of the buffer area adjacent to and between the residential and nonresidential portions within this development to allow: (a) only five feet of the said landscape buffer to be placed on the nonresidential portion adjacent to the residential portion of this development with the remaining 20 feet of the landscape buffer to be placed on the residential portion of this development; (b) landscape plants to be installed in the landscape buffer in accordance with the requirements set out in Exhibit "B"; and (c) native shade trees to be installed in the landscape buffer in conformity with the requirements set out in Exhibit "B."

SECTION 5

From and after the effective date of this Ordinance, an exception is hereby granted to Section 90-311, Street design standards, as authorized by Section 90-301, Exception to street standards, of the Code of Ordinances to allow for a reduced driveway spacing that permits the eastern-most drive into the development to be placed approximately two hundred eighty feet (280') away from the intersection of Old Orchard Road and Flower Mound Road, as depicted on Exhibit "C".

SECTION 6

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 7

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

SECTION 8

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

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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 9

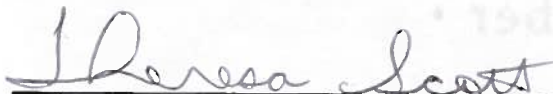
This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 16 DAY OF April, 2012.

APPROVED:


Melissa D. Northern, MAYOR

ATTEST:


Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Terrence S. Welch, TOWN ATTORNEY

EXHIBIT "A"

Property Description

LEGAL DESCRIPTION

BEING, a tract of land situated in the Rosannah Baker Survey, Abstract No. 49, in the Town of Flower Mound, Denton County, Texas, being part of a 19.662 acre tract, as described in Document No. 2007-92155 and a 7.645 acre tract, as described in Document No. 2007-92154, in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING, at a ½ inch iron rod found in the south line of Water Oak Estates Phase I, an addition to the City of Lewisville, as described in Cabinet I, Pages 294-295, in Plat Records of Denton County, Texas, also being in the west line of Old Orchard Lane (Variable R.O.W.);

THENCE, South 00°53'24" East, along the west line of said Old Orchard Lane, for a distance of 1251.94 feet, to a ¼ inch iron rod set at the most easterly southeast corner of said 19.662 acre tract;

THENCE, South 89°28'40" West, departing the west line of said Old Orchard Lane and along the south line of said 19.662 acre tract, for a distance of 37.45 feet, to a ½ inch iron rod set in the north line of F.M. 3040 (120' R.O.W.), being on a curve to the left, having a radius of 1999.88 feet, a central angle of 07°42'24", and a tangent of 134.70 feet;

THENCE, along said north line and with said curve to the left for an arc distance of 269.00 feet (Chord Bearing North 82°26'13" West - 268.79 feet), to a ½ inch iron rod set;

THENCE, South 89°20'56" West, continuing along said north and south lines, for a distance of 19.22 feet, to a ¼ inch iron rod set;

THENCE, North 85°49'38" West, continuing along said lines, for a distance of 43.38 feet, to a ¼ inch iron rod found;

THENCE, North 88°44'09" West, continuing along said lines, for a distance of 100.00 feet, to a ¼ inch iron rod found;

THENCE, South 89°48'50" West, continuing along said lines, for a distance of 260.18 feet, to a ¼ inch iron rod found at the southwest corner of said 19.662 acre tract and the southeast corner of said 7.645 acre;

THENCE, South 89°50'48" West, continuing along the north line of said F.M. 3040 and along the south line said 7.645 acre, for a distance of 255.01 feet, to a TXDOT Aluminum disk found at the southwest corner of said 7.645 acre tract, also being the southeast corner of Lot 1 Block 1 Lake Forest Baptist Church Addition, an addition to the Town of Flower Mound, as described in Cabinet I, Page 93 in said Plat Records;

THENCE, North 00°39'55" West, departing said north line and along the west line of said 7.645 acre tract and the east line of said Lot 1 Block 1, for a distance of 1246.18 feet, to a ¼ inch iron rod found at the northwest corner of said 7.645 acre tract being in the south line of said Water Oak Estates Phase I;

THENCE, North 89°25'38" East, along the north line of said 7.645 and the south line of said Water Oak Estates, for a distance of 948.62 feet, to the POINT OF BEGINNING and containing 27.307 acres of land.

EXHIBIT “B”
Development Standards

Planned Development District No. 120 (PD-120)
 Single-Family Residential District-5 (SF-5) and
 Retail District-2 (R-2) Uses

Orchard Flower

The Development depicted in Exhibit “C” shall be in accordance with the Town of Flower Mound’s Master Plan and Land Development Regulations as amended, and shall be subject to the following requirements and conditions.

A. Single-Family Residential District-5 (SF-5) uses. Development of the area designated on the Concept Plan, attached hereto as Exhibit “C,” for Single-Family Residential District-5 uses, comprising approximately 24.55[±] acres, shall be in compliance with all regulations applicable to Single-Family Residential District-5 (SF-5) uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **Permitted Uses:** Only the following permitted uses may be allowed by right in areas designated on Exhibit “C” as Single-Family Residential District-5 (SF-5) uses:
 - a. Dwelling, single-family detached
 - b. Model home
 - c. Swimming pool, private, subject to section 98-996
 - d. Off-street parking, accessory
 - e. Accessory use, general, subject to section 98-972
2. **Specific Uses:** No specific uses requiring the issuance of a specific use permit shall be permitted in areas designated on Exhibit “C” as Single-Family Residential District-5 (SF-5) uses.
3. **Temporary Uses:** Only the following temporary uses may be permitted in areas designated on Exhibit “C” as Single-Family Residential District-5 (SF-5) uses subject to 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 construction office

- c. Field office, temporary

4. Minimum and maximum dimensions.

- a. **Minimum lot area per dwelling.** The minimum lot area per dwelling unit in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 5,000 square feet, subject to section 98-1023.
- b. **Minimum lot width.** The minimum lot width for residential uses in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 50 feet, subject to section 98-1024.
- c. **Minimum floor area per unit.** The minimum floor area per dwelling unit in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 1,500 square feet, subject to section 98-1025.
- d. **Minimum front yard.** The minimum front yard for all uses in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 20 feet, subject to section 98-1026.
- e. **Minimum side yard.** The minimum side yard for residential uses in the area designated for Single-Family Residential District-5 (SF-5) uses shall be five feet, subject to section 98-1027.
- f. **Minimum rear yard.** The minimum rear yard in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 20 feet, subject to section 98-1028.
- g. **Maximum lot coverage.** The maximum lot coverage in the area designated for Single-Family Residential District-5 (SF-5) uses shall be 55 percent, subject to section 98-1029, except that the 50 percent limitation set forth in section 98-1029(b) does not apply to single family detached dwellings.
- h. **Maximum floor area ratio.** There shall be no maximum floor area requirement in the area designated for Single-Family Residential District-5 (SF-5) uses.
- i. **Maximum height.** The maximum height of buildings and structures in the area designated for Single-Family Residential District-5 (SF-5) uses shall be three stories or 35 feet, subject to section 98-1031.

B. Retail District-2 (R-2) uses. Development of the Retail District-2 (R-2) area designated on the Concept Plan, attached hereto as Exhibit "C," for Retail District-2 (R-2) uses, comprising approximately 2.785 acres, shall be in compliance with all regulations applicable to Retail District-2 (R-2) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. **Permitted Uses:** Only the following permitted uses may be allowed by right in areas designated on Exhibit "C" as Retail District-2 (R-2) uses.

- Accessory retail/service uses
- Accessory use, general, subject to section 98-972
- Antique shop
- Art gallery or handicraft sales
- Art supply store
- Auto parts and accessory sales (indoors)
- Bait and sporting goods sales
- Bakery or confectionery shop, retail
- Bank or savings and loan
- Book or stationary store or newsstand
- Cleaning/laundry pickup station only
- Cleaning/laundry shop with pickup station
- Cleaning shop or laundry pickup station
- Convenience store
- Custom personal service
- Dancing, drama, or music school or studio
- Drugstore or pharmacy
- Florist
- Fraternal club or lodge
- Hardware store
- Health club or athletic club
- Laboratory, medical and dental
- Laboratory, scientific and research
- Local utility line
- Mortuary or funeral home
- Off-street parking, accessory
- Office, general business and professional
- Office, medical or dental
- Optical sales
- Parking lot, commercial
- Personal improvement services
- Pet store, subject to section 98-988
- Plant nursery or garden shop

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Public building, shop or yard
 Restaurant, fast food
 Restaurant, general
 Retail, general (indoors)
 Retail, single tenant (less than 25,000 square feet)
 Sewage pump station
 Supermarket
 Telephone equipment station
 Theater
 Travel bureau or consultant

2. **Specific Uses:** Only the following specific uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses subject to approval of a Specific Use Permit (SUP) by the Town Council:

Amusement and recreation (indoors), subject to section 98-973
 Assembly hall
 Communication tower, commercial, subject to 98-977
 Convenience store with gasoline sales
 Day care center
 Lithographic or print shop
 Museum, library or art gallery, public
 Recreation center
 Veterinary hospital (inside pens)
 Veterinary hospital (inside pens), subject to section 98-998

3. **Temporary Uses:** Only the following temporary uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses subject to 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 construction office
- c. Field office, temporary

4. **Minimum and maximum dimensions.**

- a. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling unit requirement in the area designated for Retail District-2 (R-2) uses.
- b. Minimum lot width. There shall be no minimum lot width requirement in the area designated for Retail District-2 (R-2) uses.

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- c. Minimum floor area per unit. There shall be no minimum floor area per dwelling unit requirement in the area designated for Retail District-2 (R-2) uses.
- d. Minimum front yard. There shall be no minimum front yard requirement in the area designated for Retail District-2 (R-2) uses, subject to section 98-1026.
- e. Minimum side yard. There shall be no minimum side yard requirement in the area designated for Retail District-2 (R-2) uses, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard in the area designated for Retail District-2 (R-2) uses shall be 15 feet for all uses, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage in the area designated for Retail District-2 (R-2) uses shall be 50 percent for all uses, subject to section 98-1029.
- h. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the area designated for Retail District-2 (R-2) uses.
- i. Maximum height. The maximum height of buildings and structures in the area designated for Retail District-2 (R-2) uses shall be two stories or 35 feet for all uses, subject to section 98-1031.

C. PROHIBITED USES: Any use not indicated within the lists of Permitted Uses, Specific Uses, or Temporary Uses identified in Paragraphs A and/or B, above, shall not be permitted within this Planned Development District.

D. Architectural Standards: Development of Planned Development District No. 120 (PD-120) is subject to the Town's Urban Design Plan and the following specific building component elements:

- 1. The Development's Architectural theme will be in conformance with the Town's Urban Design Plan, and will utilize natural stone, brick, rough cedar, stucco, finished concrete tilt-wall, sloped metal roof accents, and ornamental iron and steel accents which complement the abundant use of natural materials represented in Texas Hill Country Architecture.

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2. Building Component Standards; Building Elevation Profiles and Roof Form shall substantially conform to the approved Concept Elevations (Exhibit “E”).
3. The unified design theme depicted on the Concept Elevations (Exhibit E) shall be required within the development.
4. Contrasting wall planes, architectural elements, and rooflines shall be used to create exemplary and enduring elevations. Building entries will be identified by various architectural features including arches, canopies, and portals.
5. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan. Buildings will reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from Arterial Roadways.
6. Franchise utility panels and connection points shall be painted to match the color and texture of the building and located so that they are not visible from public roadways, except that Franchise utility panels and connection points facing Arterial Roadways will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Flower Mound Road.
7. Colors should be earth tones, bronze metal color, or members of the beige, brown, and yellow family of color.
8. Roof pitches shall conform to the Town’s Master Plan. Sloped roofing shall be required for structures 15,000 square feet in area and less. Buildings of one or two stories over 15,000 square feet in area may have a flat or low-slope roof, but shall use a parapet wall or mansard roof along the building perimeter, so that the flat or low-slope roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.
9. Specific Building Material Standards shall include:
 - a. A minimum of eighty percent (80%) of the building wall area (not including doors and windows) on any elevation shall be of a primary masonry identified within the Town’s Urban Design Plan. Up to twenty percent (20%) of any wall surface material on any

elevation may be stucco, fiber cement board, cementitious plaster, E.I.F.S., CMU, or a combination of all.

- b. The use of exposed standard concrete shall not be utilized for any elevation.
- c. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish, if available. Weathered steel will be permitted for signage.
- d. Outward facing mirrored glass shall not be used.
- e. Not more than fifteen percent (15%) of any elevation shall be comprised of a color that is not considered an earth or wood tone. White or shades of white shall be considered an earth tone color.

E. Landscape Standards

- 1. Landscaping shall be in accordance with the Town's landscape ordinance as amended, and the Town's Urban Design Plan.
- 2. Enhanced landscaping at the Gateway corner shall incorporate various elements of the Town's Median and Right of Way Design Guidelines.

F. Miscellaneous Standards:

- 1. Any use utilizing a drive-through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of the site plan submittal.
- 2. Open Space Amenity and Pedestrian connectivity requirements within Planned Development District No. 120 (PD-120) shall incorporate the standards for such space as described by the Town's Urban Design Plan and include the following specific elements:
 - a. Town required eight-foot wide trail shall be provided along FM 3040 and Old Orchard Lane.
 - b. Internal sidewalks shall be provided that establish connection from the trail to the internal sidewalks within both residential and non-residential portions of the property. There will be a direct connection point between the residential area and the retail area,

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allowing residents the ability to walk directly to and from retailers and restaurants.

- c. There will be 4-foot wide concrete walking paths that run in the open space areas between the residential lots within the proposed residential development.
- d. Pedestrian open space shall be composed of hardscape and planting materials that offer visual and physical relief from the necessary parking and built environment. The pedestrian open space amenities will act as organizing elements around which structures and parking are placed.
 - Non-residential open space shall include public walkways that create definable open pedestrian space and provide connectivity from the eight-foot hike and bike trail to retail as well as residential areas. Plaza areas between the retail buildings shall preserve existing large trees and provide areas for outdoor seating. Landscaping, decorative paving, benches, and other site furnishings shall be provided within these plaza areas as well as along the public walkways
 - Residential open space identified amenities include a central amenity center adjacent to a pool, benches, a small linear pocket park, a water feature/detention pond with easy access to all residents, a small fruit orchard, and nice small open grassed areas for general recreational use.
- e. At least two canopy trees shall be provided on all residential lots adjacent to the internal open space areas with a third canopy tree provided in the open space area adjacent to each such residential lot.
- f. The open space area shall be maintained by the Homeowner's Association for the community.

3. Retention / Detention pond Requirements:

- a. Maintain a minimum of 4 feet of water depth
- b. Pond areas shall meet the minimum requirements of the Town's Design Criteria and Construction Standards.

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- c. Retention pond area retaining walls shall utilize stacked stone, stone veneer, cut stone or engineered block walls that complement the material standards and colors for the development.
 - d. A private maintenance agreement for the retention pond(s) shall be provided upon submittal of a record plat for the development.
 - e. A fountain feature shall be provided in each retention pond.
 - f. Any pump equipment for the fountain features that is above ground shall be screened in accordance with section 82-272 "Outdoor storage areas". Such screening shall be designed and constructed of materials that complement the development.
4. Site retaining wall requirements:
- a. All site retaining walls shall utilize stacked stone, stone veneer, cut stone, or faux stone that complements the material standards and colors for the development.
5. Reciprocal Easement requirements:
- a. The development shall be subject to an overall reciprocal easement agreement granting cross-access to and from the property to the west. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the development.
6. Monument signage at Gateway corner:
- a. The Gateway signage at the northwest corner of the intersection of Old Orchard Lane and FM 3040 (Flower Mound Road) shall generally comply with the depiction contained in Exhibit "F".
7. Fencing standards:
- a. All residential lots adjacent to open space areas, excluding subdivision perimeter fencing, shall have a minimum four foot (4') tall wrought iron fence in accordance with the Town of Flower Mound's Land Development Regulations on the property line that is common to the open space. All other areas of residential lots, not adjacent to open

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space areas, shall have typical wooden fencing that conforms to the Town's regulations.

- b. A six-foot tall wrought iron fence shall be constructed between the residential and retail areas, with a pedestrian wrought iron gate allowing access between the areas. Notwithstanding the foregoing, a six-foot tall masonry wall shall be constructed between the residential and retail areas from the southern terminus of the perimeter screening wall adjacent to Old Orchard Lane and the residential portion of this development extending in a westerly direction a distance of approximately ninety feet (90') as shown on Exhibit "C" (Concept Plan)

8. Compatibility buffer:

- a. A 25-foot compatibility landscape buffer shall be provided between the residential and retail developments. Five foot of the compatibility landscape buffer shall be provided within the retail portion of the development and the remaining 20 feet of the compatibility landscape buffer shall be provided within the residential portion of the development.
- b. Appropriate scaled landscape plants shall be installed on both sides of the six-foot tall wrought iron fence situated between the residential and retail areas of the development, but there shall not be continuous dense six-foot understory plants within this compatibility landscape buffer area as the goal is to create some visibility between the retail area and the residential area to create a comfortable and safe point of access between the retail area and the residential area of the development.
- c. One native shade tree, a minimum of three-inch caliper and of species included in section 94-242 of the Flower Mound Code, Approved tree lists, shall be provided at a ratio of one tree per 600 square feet within the required compatibility buffer area.

9. Phasing requirements:

- a. If the development of Planned Development District No. 120 (PD-120) includes phasing of any nature, such phasing shall be detailed in the subsequent development application, be it a Development Plan, Record Plat, or a Site Plan.

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- b. Notwithstanding the foregoing, the first phase of development shall include the detention reservoirs, fire lanes and median cuts/turn lanes to support the first phase; curb cuts, utilities, amenity area within the first phase; eight-foot wide Town Trail along FM 3040 and Old Orchard for the entire length of the property; and the entry monument and perimeter landscaping for the residential portion. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.

G. EXCEPTIONS AND VARIANCES :

The following exceptions shall be granted with the approval of Planned Development District No. 120 (PD-120):

1. An exception to Section 90-311, Street design standards, as authorized by Section 90-301, Exception to street standards, of the Code of Ordinances to allow for a reduced driveway spacing that permits the eastern-most road into the development to be placed two hundred eighty feet (280') away from the intersection of Old Orchard Road and Flower Mound Road.
2. An exception to Section 82-302(1), requirement for a brick wall or masonry wall between the residential and retail portion within this development to allow for the screening and fencing set forth herein-above.
3. An exception to Sec 82-302(2), requirement for a 25-foot landscape buffer within the retail portion of this development to allow for the screening and fencing set forth herein-above.
4. An exception to Sec 82-302(2), requirement for a continuous dense six-foot understory plants, and native shade trees, a minimum of three-inch caliper, at a ratio of one tree per 400 square feet of the buffer area between the residential and retail portion within this development to allow for the screening and fencing set forth herein-above.

[illegible]

SITE DATA TABLE		
PHYSICAL ADDRESS	100132132 FLOWER WOUND	
GROSS SITE AREA	261.1 FLOWER WOUND, TX	
NET SITE AREA	27.287 ACRES	
ZONING	R-2	
CURRENT USE	VACANT	
LOT COVERAGE DATA		
• BUILDING COVERAGE	18% / 23,142.78 S.F.	
• IMPERVIOUS AREA	61% / 72,405.54 S.F.	
• PERVIOUS AREA	20% / 3,641.36 S.F.	
PARKING SUMMARY		
	REQUIRED	PROVIDED
• OFFICE - 12,000 S.F.	1,300	40
• RETAIL - 6,142 S.F.	1,250	25
• REST - 5,000 S.F.	1,75	67
TOTAL PARKING (5 HANDICAP SPACES)		132
BUILDING DATA		
• BUILDING	1 STORY	
• PEAK HEIGHT	23'-4"	
• MEAN HEIGHT	36'-0"	
• TOTAL S.F.	23,142 S.F.	

Back	Jobs	B+ Size				Totals			
		B+ Size	Smallest	Largest	Avg. LCC	Open Space	SFFCS	Open Space	
1	1.8	11,417,114	2.9	753	11,417,114	1.8	1.8	1.8	
2	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
3	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
4	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
5	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
6	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
7	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
8	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
9	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
10	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
11	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
12	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
13	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
14	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
15	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
16	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
17	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
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21	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
22	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
23	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
24	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
25	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
26	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
27	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
28	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
29	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
30	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
31	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
32	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
33	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
34	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
35	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
36	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
37	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
38	1.8	11,417,114	1.8	753	11,417,114	1.8	1.8	1.8	
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40	1.8	11,417,114							

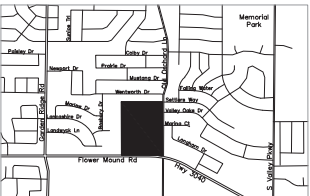
- EXISTING TREE
- 5' IRON FENCING
- PROPERTY LINE
- RESIDENTIAL LOT
- PATTERN CONCRETE

Scale: 1" = 80'

Scale: 1" = 80'

rt

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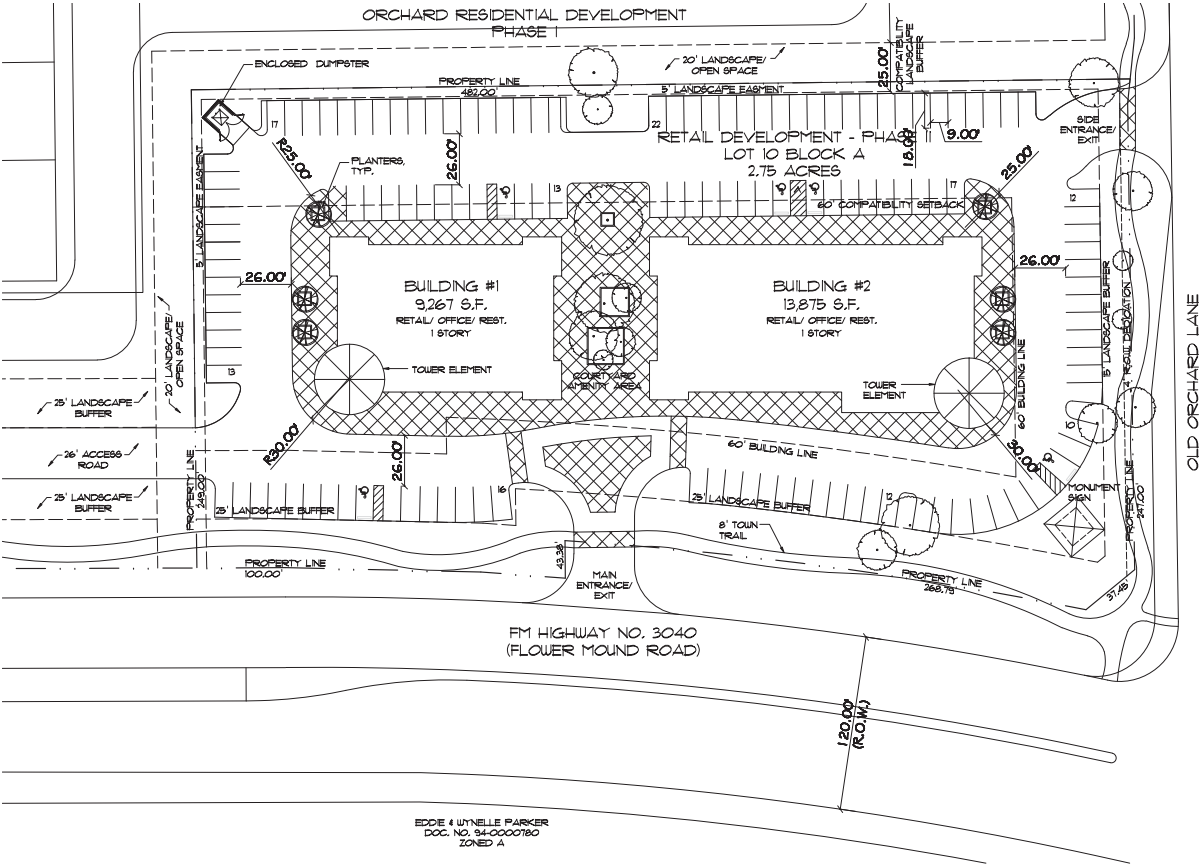


VICINITY MAP
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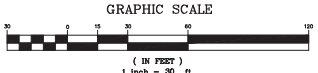
MASTER PLAN FEATURES	
LAND USE PLAN	HIGH DENSITY RESIDENTIAL 4 RETAIL
SPECIFIC PLANS	SPECIFIC PLAN AREA II
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	8FT. MULTIPLE TRAIL ON 3040 AND OLD ORCHARD ROAD
OPEN SPACE PLAN	N/A
THOROUGHFARE PLAN	3040 - MAJOR ARTERIAL ROAD
WATER PLAN	LONG PRAIRIE SERVICE DISTRICT
WASTEWATER PLAN	LONG PRAIRIE SERVICE DISTRICT

SITE DATA TABLE		
PHYSICAL ADDRESS	FLOWER MOUND ROAD	
GROSS SITE AREA	2.75 ACRES/10,956.68 S.F.	
NET SITE AREA	2.75 ACRES/10,956.68 S.F.	
ZONING	R-2	
CURRENT USE	N/A	
LOT COVERAGE DATA		
• BUILDING COVERAGE	18% / 2,142.78 S.F.	
• IMPERVIOUS AREA	61% / 71,408.34 S.F.	
• PERVIOUS AREA	20% / 24,013.36 S.F.	
PARKING SUMMARY		
• OFFICE - 5,000 S.F.	1500	40
• RETAIL - 6,142 S.F.	1250	25
• REST. - 5,000 S.F.	175	67
TOTAL PARKING		
		132
BUILDING DATA		
• BUILDING	1 STORY	
• PEAK HEIGHT	23'-4"	
• MEAN HEIGHT	28'-0" / 30'-0"	
• TOTAL S.F.	23,142 S.F.	

- NOTES:
1. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A FEMA 100-YEAR FLOODPLAIN FROM FEMA MAP PANEL 480202040G WITH AN EFFECTIVE DATE OF APRIL 18, 2011.
 2. THE SITE DRAINAGE WILL CONSIST OF ON-SITE SURFACE DRAINAGE AS WELL AS UNDERGROUND STORM PIPES. THE STORMWATER WILL BE COLLECTED AND DIRECTED TO A PROPOSED RETENTION FACILITY LOCATED IN THE NORTHEAST CORNER OF THE PROPERTY. THE STORMWATER WILL BE REGULATED VIA AN OUTLET CONTROL STRUCTURE.
 3. THERE ARE KNOWN OIL AND/OR GAS PIPELINES LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY.



EDGE 4 WYNELLE PARKER
DOC. NO. 94-0000780
ZONED A



RETAIL CONCEPT PLAN
1:30

OWNER:
Orchard Flower Partners, LP, Ltd.
P.O. Box 1439
Culleyville, Texas 76824
Open 10:00am
(817)371-7872

ENGINEER:
Corvus Engineering Inc.
289 W. Belmont Drive, Suite E
Allen, Texas 75013
Houma Office
(972)395-1300

LANDSCAPE ARCHITECT:
Hedman Design Studio
P.O. Box 852945
Richardson, Texas 75080
Carol Hedman
(972)395-1730

HOME BUILDER:
Dawson Homes, Inc.
3000 White Rock Trail, Suite 204
Dallas, Texas 75228
Anthony Hadda
(214)794-5205

RETAIL ARCHITECT:
Cross Architects, PLLC
1225 W. 13th Street, Suite 125
Plano, Texas 75075
Brenda Decker
(972)395-6844 x.282

Orchard Flower
Flowers Manual, Texas

PROJECT:
Orchard Flower
Town of Flower Mound
Design County, Texas
Resonance Survey
Abstract No. 49
27.287 Acres

REVISIONS

NO.	DATE	DESCRIPTION
1	12/06/2011	Final

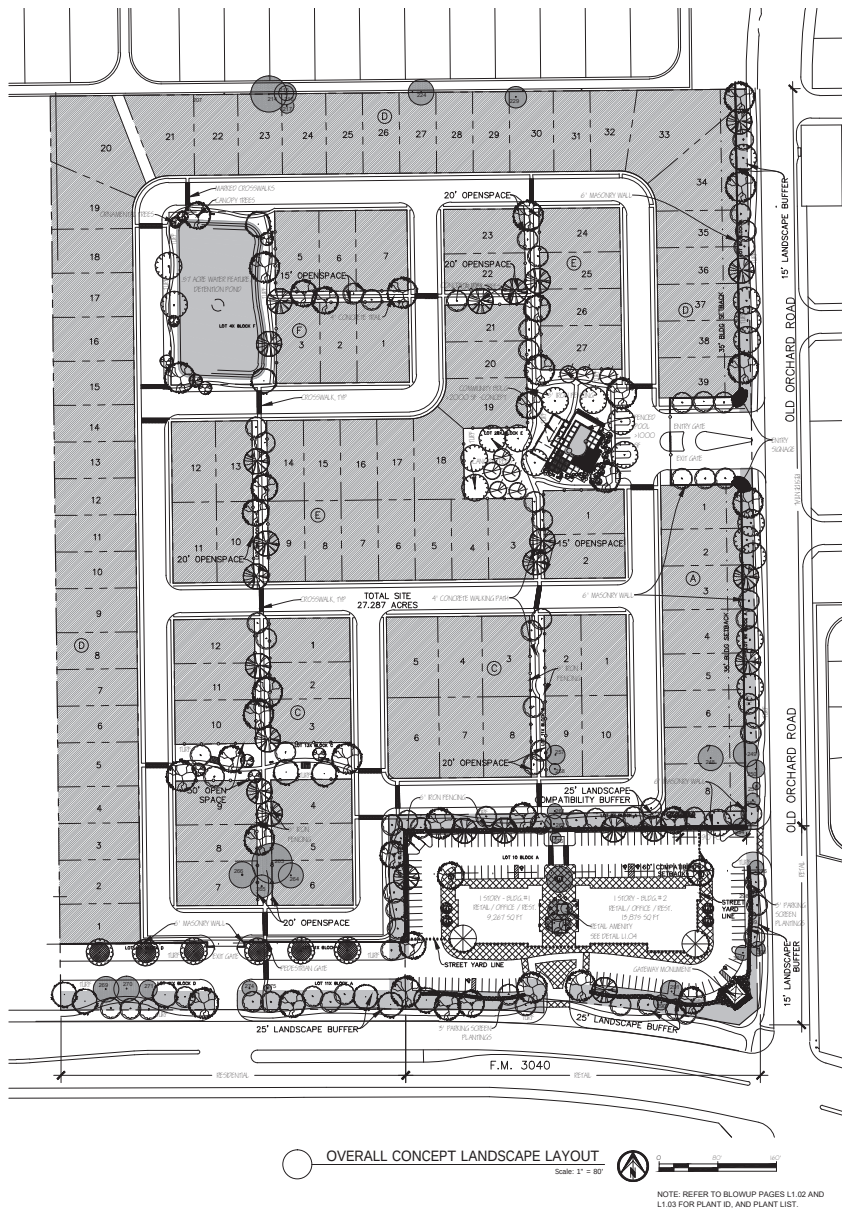
DRAWING PREPARED FOR:
Commission

DATE:
12/06/2011

SHEET NUMBER:
9-1

RETAIL CONCEPT PLAN

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RESIDENTIAL COMPLEX/LANDSCAPE TABLE/FLOOR CHART			
STREET BUFFER LANDSCAPING			
Standard	Street	Required	Provided
Minimum buffer width	7M (24' buffer)	10'	10'
Minimum further width	7M (24' buffer)	25'	25'
STREET BUFFER TREES			
Standard	Street Frontage (M/Fu)	Required	Provided
1 Tree per 30 L.F.	Old Orchard Lane RM 3000 + 470 L.F.	30 Trees (2" DBH)	27 Trees (2" DBH) 40 Tree (1" DBH)
1 Tree per 30 L.F.	RM 3000 + 470 L.F.	18 Trees (2" DBH)	18 Trees (2" DBH)
SUBDIVISION PERMETER FENCING			
		Required	Provided
	(Old Orchard Lane & FV 3042)	0' fencing with	0' fencing with
Accessways - Neighb. Access			

Compatibility Buffer Landscaping		
	Required	Provided
Landscape Buffer	25'	25'
Compatibility Buffer Setback	60'	78'
Min 6" masonry wall	Masonry	6" iron fencing
1 Shade tree per 400 sq ft. 17,600 sq ft.	44 trees (3" cal.)	1 Tree per 600 sq ft. 30 trees (3" cal.)

STREET YARD LANDSCAPE TABLE/FUNCTIONARY			
Scenario	Total Street Yard (Sq Ft.)	Required	Provided
Min 20% (if street yard)	50,076 sq ft	10,983 sq ft	10,983 sq ft
STREET BUFFER TREES			
Scenario	Total Street Buffer (sq Ft.)	Required	Provided
10 Trees @ 10,000 sq ft + Time For 2,500 sq ft x 10 Trees	33,917 sq ft	61 Trees (7' Cal)	14 Trees (7'
STREET BUFFER LANDSCAPE			
Scenario	Street	Required	Provided
Minimum buffer width	Old Orchard Lane	15'	15'
Minimum buffer width	Fox Road	25'	25'
STREET BUFFER TREES			

Minimum	Spec. #11	Minimum	Minimum
1 Tree Per 10' L	One Orchard Lawn - 20' L, 2"	6 Trees 15' L, 2"	3 Trees 20' L, 2"
1 Tree Per 10' L	Pin-Jack - 24"	16 Trees	14 Trees 20' L, 2"

PARKING AREA LANDSCAPING			
Standard	No. of Parking Spaces	Required	Prohibited
1 tree per 10 parking spaces	172 spaces	14 Trees 20' L, 2"	14 Trees 20' L, 2"

SCREENING			
Structure	Street Frontage	Required	Provided
Parking Screen	Old Orchard Lane (PM 3043)	2' Night Screen 3' Night Screen	2' Shrub 3' Shrub
Outdoor Storage Area		4' Screen	N/A
Loading & Service Bays (Dumpster)	Old Orchard Lane (PM 3040)	4' Screen	4' Wall

Note: All hard parking to be screened from street view.

Project Description

ORCHARD FLOWER
100, 122, 132 FLOWER MOUND ROAD, FLOWER MOUND, TX
DENTON COUNTY

27.3 ACRES
ZONING CLASSIFICATION: INDUSTRIAL & RETAIL 1&2
PRESENT USE: VACANT

Jurisdiction of Project

REGULATORY AUTHORITIES:
TOWN OF FLOWER MOUND

PLANNING SERVICES DIVISION
2121 CROSS TIMBERS ROAD
FLOWER MOUND, TX 75028
972-874-6347

TEXAS DEPARTMENT OF LICENSING AND REGULATION
ELIMINATION OF ARCHITECTURAL BARRIERS
E.O. THOMPSON STATE OFFICE BUILDING

920 COLORADO
AUSTIN, TEXAS 78701
(512) 463-3211
(512) 475-2886 (FAX)

Landscape Requirements

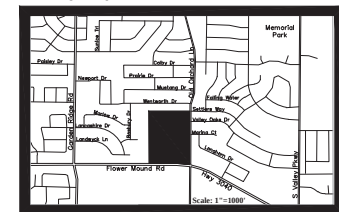
FLOWER MOUND, TEXAS CODE OF ORDINANCES
SUBPART B - LAND DEVELOPMENT REGULATIONS
CHAPTER 62 ARTICLE V. - LANDSCAPE AND SCREENING
CHAPTER 94 - TREES

Irrigation Requirement

Irrigation Requirement

SHALL PROVIDE 100% COVERAGE ON ALL LANDSCAPE AND TURF.

Vicinity Map



OWNER:
Orchard Flower Partners, LP., Ltd.
P.O. Box 1629
Colleyville, Texas 76034
Dean Eldridge
(817)371-7672

ENGINEER:
Corwin Engineering Inc.
200 W Belmont Drive, Suite E
Allen, Texas 75013
Warren Corwin
(972)396-1200

LANDSCAPE ARCHITECT:
Feldman Design Studios
P.O. Box 832346
Richardson, Texas 75083
Carol Feldman
(972)980-1730

HOME BUILDER:
Grenadier Homes, Inc.
9603 White Rock Trail, suite 204
Dallas, Texas 75238
Anthony Natale
(214)794-5366

RETAIL ARCHITECT:
Cross Architects, PLLC
1255 W. 15th Street, suite 125
Plano, Texas 75075
Samantha Dobbs
(972)398-6644 x 302

11

5

Lower

Hard Power Moves



ent 1: F

Orchard Flower
Town of Flower Mound
Denton County, Texas
Rosannah Survey
Abstract No. 49

REVISIONS	
NO	DATE
1	12/14/2011
2	1/16/2012

4	2/23/2012
5	3/30/2012

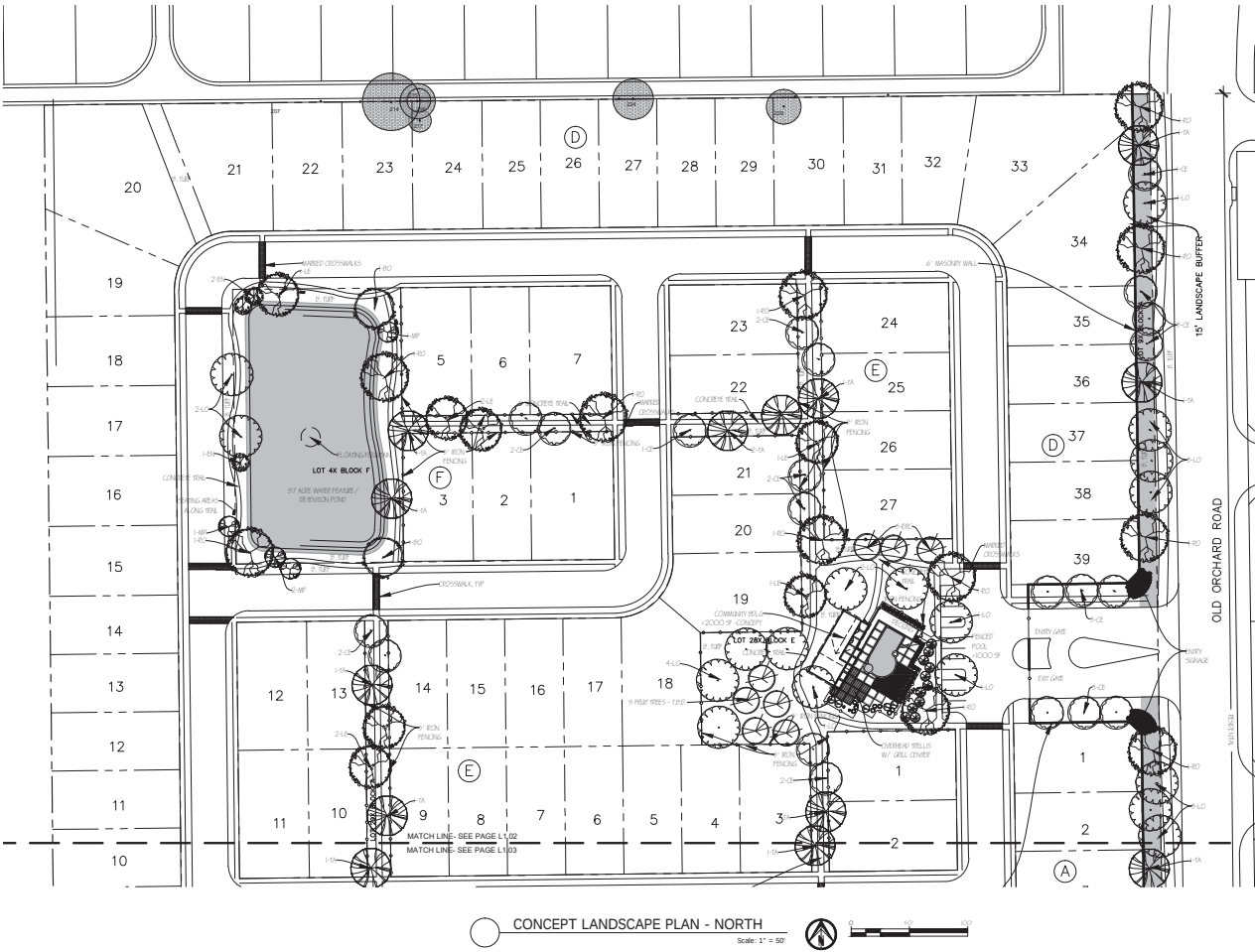
DRAWINGS ISSUED FOR:

Com

DATE:

SHEET NUMBER

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- RED OAK, 3" CAL
- BUR OAK, 3" CAL
- MEXICAN PLUM, 1" CAL
- CEDAR ELM, 3" CAL
- LACEBARK ELM, 3" CAL
- TEXAS ASH, 3" CAL
- EVE'S NECKLACE, 1" CAL
- LIVE OAK, 3" CAL
- EASTERN RED CEDAR, 3" CAL
- MITIGATION TREE, LIVE OAK (SEE PLAN)
- EXISTING TREE TO REMAIN, (SEE LIST)
- 3" TALL PLANTING SCREEN (SEE PLAN)
- BERMUDA GRASS TURF
- ENHANCED PAVING
- IRON FENCING
- PROPERTY LINE

Lot #	Tree Description	Proposed Species	Remove or not Remove	Land Use	Notes
214 1/2' Live Oak	Proposed	Proposed	Remove	Residential lot	
215 7' Oak	Proposed	Proposed	Remove	Residential lot	
216 12' Oak	Proposed	Proposed	Remove	Residential lot	
217 12' Live Oak	Proposed	Proposed	Remove	Residential lot	
218 12' Oak	Proposed	Proposed	Remove	Residential lot	
219 12' Oak	Proposed	Proposed	Remove	Residential lot	
220 12' Oak	Proposed	Proposed	Remove	Residential lot	
221 12' Oak	Proposed	Proposed	Remove	Residential lot	
222 12' Oak	Proposed	Proposed	Remove	Residential lot	
223 12' Oak	Proposed	Proposed	Remove	Residential lot	
224 12' Oak	Proposed	Proposed	Remove	Residential lot	
225 12' Oak	Proposed	Proposed	Remove	Residential lot	
226 12' Oak	Proposed	Proposed	Remove	Residential lot	
227 12' Oak	Proposed	Proposed	Remove	Residential lot	
228 12' Oak	Proposed	Proposed	Remove	Residential lot	
229 12' Oak	Proposed	Proposed	Remove	Residential lot	
230 12' Oak	Proposed	Proposed	Remove	Residential lot	
231 12' Oak	Proposed	Proposed	Remove	Residential lot	
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321 12' Oak	Proposed	Proposed	Remove	Residential lot	
322 12' Oak	Proposed	Proposed	Remove	Residential lot	
323 12' Oak	Proposed	Proposed	Remove	Residential lot	
324 12' Oak	Proposed	Proposed	Remove	Residential lot	
325 12' Oak	Proposed	Proposed	Remove	Residential lot	
326 12' Oak	Proposed	Proposed	Remove	Residential lot	
327 12' Oak	Proposed	Proposed	Remove	Residential lot	
328 12' Oak	Proposed	Proposed	Remove	Residential lot	
329 12' Oak	Proposed	Proposed	Remove	Residential lot	
330 12' Oak	Proposed	Proposed	Remove	Residential lot	
331 12' Oak	Proposed	Proposed	Remove	Residential lot	
332 12' Oak	Proposed	Proposed	Remove	Residential lot	
333 12' Oak	Proposed	Proposed	Remove	Residential lot	
334 12' Oak	Proposed	Proposed	Remove	Residential lot	
335 12' Oak	Proposed	Proposed	Remove	Residential lot	
336 12' Oak	Proposed	Proposed	Remove	Residential lot	
337 12' Oak	Proposed	Proposed	Remove	Residential lot	
338 12' Oak	Proposed	Proposed	Remove	Residential lot	
339 12' Oak	Proposed	Proposed	Remove	Residential lot	

EXISTING TREES

Common Name	Botanical Name	Texas Native	Size	Qty	Notes
AE	Edward Goucher Abelia	<i>Abelia x 'Edward Goucher'</i>	Shrub	No	5 gal
BO	Bur Oak	<i>Quercus macrocarpa</i>	Tree	Yes	65 gal
CE	Cedar Elm	<i>Ulmus crassifolia</i>	Tree	Yes	65 gal
DY	Dwarf Yaupon Holly	<i>Ilex vomitoria 'Nana'</i>	Shrub	Yes	5 gal
EL	Elacagnus	<i>Elacagnus x ebbingei</i>	Shrub	No	5 gal
EN	Eve's Necklace	<i>Sophora affinis</i>	Tree	Yes	15 gal
ERD	Eastern Red Cedar	<i>Juniperus virginiana</i>	Tree	Yes	15 gal
LE	Lacebark Elm	<i>Ulmus parvifolia</i>	Tree	Yes	65 gal
LM	Lindheimer Muhly/ Big Muhly	<i>Muhlenbergia lindheimeri</i>	Grass	Yes	5 gal
LO	Live Oak	<i>Quercus virginiana</i>	Tree	Yes	65 gal
MP	Mexican Plum	<i>Prunus mexicana</i>	Small tree	Yes	15 gal
NRS	Nellie R. Stevens Holly	<i>Ilex x attenuata 'Nellie R. Stevens'</i>	Shrub	No	7 gal
R	Knockout / Red	<i>Rosa spp.</i>	Shrub	No	2 gal
RO	Red Oak 'Shumard'	<i>Quercus shumardii</i>	Tree	Yes	65 gal
SY	Softleaf Yucca	<i>Yucca recurvifolia</i>	Shrub-like	No	5 gal
TA	Texas Ash	<i>Fraxinus texensis</i>	Tree	Yes	65 gal

PLANT LIST

CONCEPT LANDSCAPE PLAN

OWNER:
Orchard Flower Partners, LP., Ltd.
P.O. Box 5823
Colleyville, Texas 76034
Dean Eldridge
(817)371-7672

ENGINEER:
Corwin Engineering Inc.
500 W. Main Street, Suite E
Allen, Texas 75013
Warren Corwin
(972)398-1200

LANDSCAPE ARCHITECT:
Feldman Design Studios
P.O. Box 632346
Richardson, Texas 75083
Carol Feldman
(972)980-1730

HOME BUILDER:
Greiner Homes, Inc.
8023 White Rock Trail, suite 204
Dallas, Texas 75238
Anthony Nadeau
(214)794-5366

RETAIL ARCHITECT:
Cross Architects, PLLC
1255 W. 15th Street, suite 125
Plano, Texas 75075
Samantha Dobbs
(972)398-6644 x 302



PROJECT:
Orchard Flower
Town of Flower
Denton County, Texas
Rosannah Survey
Abstract No. 49
27.287 Acres

REVISIONS

NO.	DATE	DESCRIPTION
1	12/14/2011	1
2	1/16/2012	2
3	2/6/2012	3
4	2/23/2012	4
5	3/30/2012	5

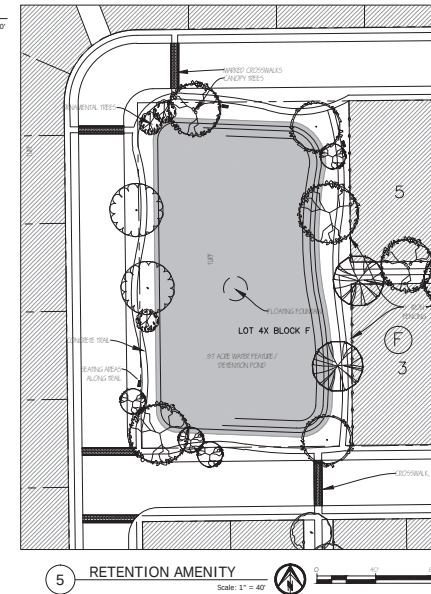
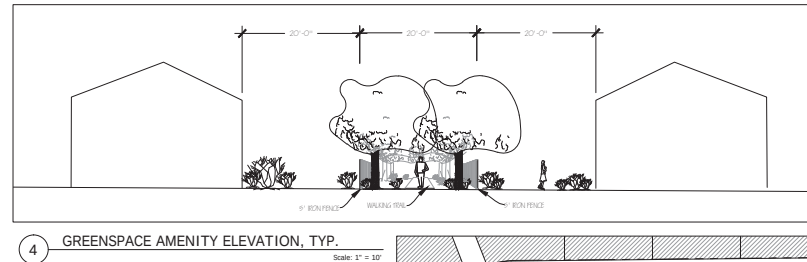
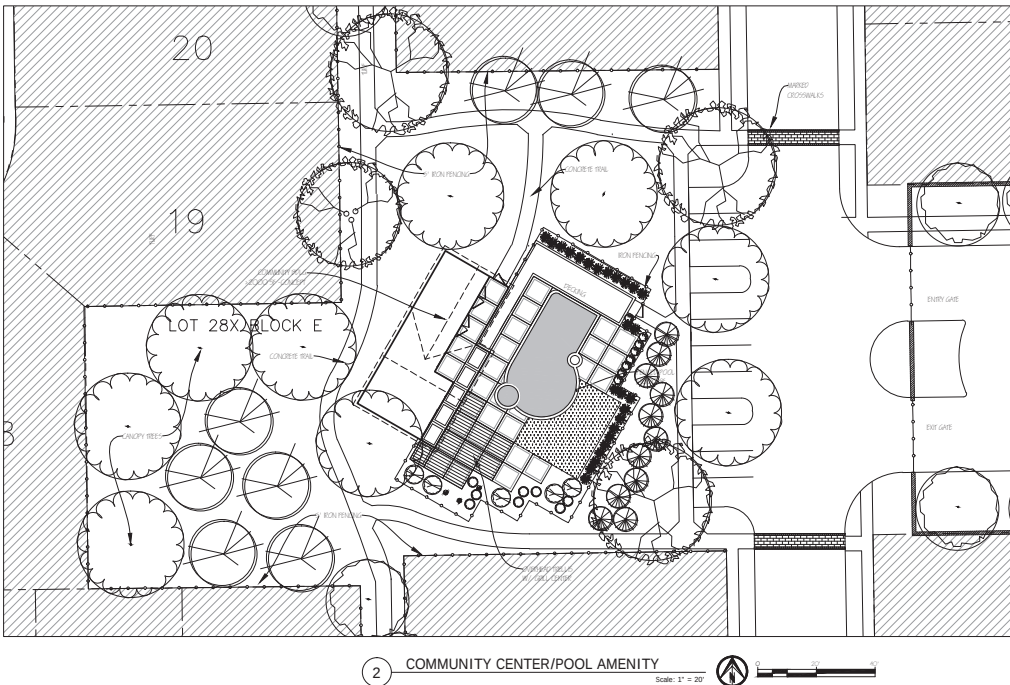
DRAWINGS ISSUED FOR:

Commission Staff Report

DATE: 12/06/2011

SHEET NUMBER: 1.0



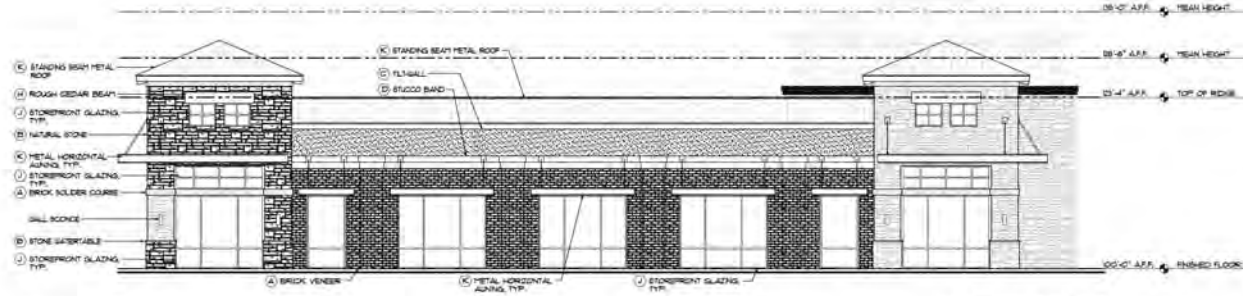


PROJECT:	
Orchard Flower	
Town of Flower Meadows	
Denton County, Texas	
Rosannah Survey	
Abstract No. 49	
27.287 Acres	
REVISIONS	
NO.	DATE
1	12/14/2001
2	1/16/2002
3	2/6/2002
DRAWINGS ISSUED FOR	
DATE: 06/26/2001	
SHEET NUMBER	

- THIS FACADE PLAN IS CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL OF THE BUILDING INSPECTION DEPARTMENT.
- ALL MECHANICAL, ELEC. SHALL BE SCREENED FROM PUBLIC VIEW.
- WHEN PERMITTED, SURFACES, UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SQUARE AREAS AND LOCATIONS ARE SUBJECTS TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT.
- ANY EXTERNAL ELECTRICAL PANELS SHALL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.

- (A) BRICK VENEER: METRO BRICK, MONTANA
- (B) NATURAL STONE: METRO BRICK, BRISTOL STONE
- (C) TILT WALL: SHERWIN WILLIAMS, BUNCO FORTABELLO
- (D) STUCCO: SHERWIN WILLIAMS, BUNCO BREVITY BROOK
- (E) STUCCO: SHERWIN WILLIAMS, BUNCO LATTE
- (F) PAINT: SHERWIN WILLIAMS, BUNCO BREVITY BROOK
- (G) PAINT: SHERWIN WILLIAMS, BUNCO IRON ONE
- (H) STAIN: CUMBERLAND, COFFEE
- (I) STONEPOINT: BERRIDGE, DARK BRONZE
- (J) STANDING BEAM METAL ROOF: BERRIDGE, MEDIUM BRONZE
- (K) ARCHITECTURAL COMPOSITIONAL SHINGLES: DUNE, CORNING, TEAK

MATERIAL KEY & NOTES



NORTH ELEVATION

1/8" = 1'-0"



WEST ELEVATION

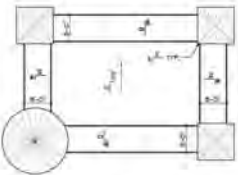
1/8" = 1'-0"

EAST ELEVATION

1/8" = 1'-0"

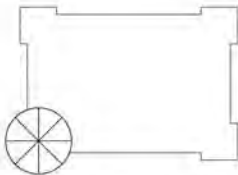
	NORTH	SOUTH	EAST	WEST
1. TOTAL FACADE S.F.	2987 S.F.	3028 S.F.	1288 S.F.	1331 S.F.
2. FACADE S.F. EXCLUSIVE OF DOORS & WINDOWS	2090 S.F.	1908 S.F.	1049 S.F.	1092 S.F.
3. DOORS & WINDOWS S.F.	897 S.F.	1120 S.F.	239 S.F.	239 S.F.
4. PREPARED MASONRY TOTALS				
BRICK S.F. (AS APPLICABLE)	1898 S.F. ± 10% OF 2	1840 S.F. ± 10% OF 2	149 S.F. ± 10% OF 2	188 S.F. ± 10% OF 2
STONE S.F. (AS APPLICABLE)	878 S.F. ± 10% OF 2	448 S.F. ± 10% OF 2	117 S.F. ± 10% OF 2	776 S.F. ± 10% OF 2
TILT WALL S.F. (AS APPLICABLE)	784 S.F. ± 10% OF 2	860 S.F. ± 10% OF 2	70 S.F. ± 10% OF 2	860 S.F. ± 10% OF 2
STUCCO S.F. (AS APPLICABLE)	456 S.F. ± 10% OF 2	354 S.F. ± 10% OF 2	363 S.F. ± 10% OF 2	346 S.F. ± 10% OF 2
5. SECONDARY MASONRY TOTALS				
CONCRETE S.F. (AS APPLICABLE)	20 S.F. ± 10% OF 2	28 S.F. ± 10% OF 2	88 S.F. ± 10% OF 2	88 S.F. ± 10% OF 2
STUCCO S.F. (AS APPLICABLE)	20 S.F. ± 10% OF 2	28 S.F. ± 10% OF 2	88 S.F. ± 10% OF 2	88 S.F. ± 10% OF 2
PAINT S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A
HANDPAINT S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A

BUILDING #1 MATERIAL CALCULATIONS



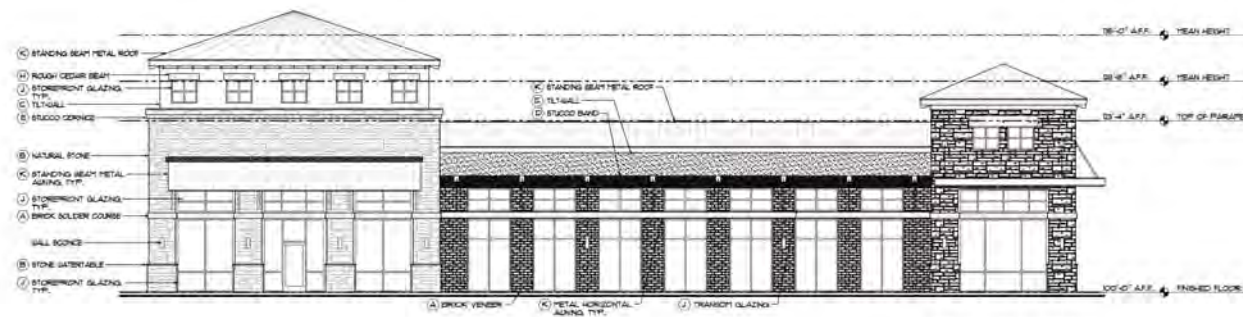
BUILDING #1 ROOF PLAN

1/32" = 1'-0"



BUILDING #1 9,267 S.F.

1/32" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"

DRAWN:
Orchard Flower Partners, LP, LLC
P.O. Box 1025
Colleyville, Texas 76034
Dawn Hodge
(817)775-7672

ENGINEER:
Corbin Engineering Inc.
200 W. Belmont Drive, Suite 11
Allen, Texas 75013
Wynne D. Corbin
(972)256-1203

LANDSCAPE ARCHITECT:
Patrian Design Studio
P.O. Box 82248
Richmond, Texas 77083
Carol Patrian
(972)980-1230

HOME BUILDERS:
Orchard Flower, Inc.
9033 White Rock Trail, Suite 204
Dallas, Texas 75238
Anthony Hodge
(214)794-5386

RETAIL ARCHITECT:
Chris Architects, PLLC
1255 W. 13th Street, Suite 123
Plano, Texas 75075
Suzanne Doherty
(972)960-6664 x 303

Attachment 1: Planning and Zoning Commission Staff Report

Exhibit 1:

Orchard Flower

Very Marvel, Texas

PROJECT:
Orchard Flower
Town of Flower Mound
Denton County, Texas
Rossmann Survey
Abstract No. 49
27.287 Acres

REVISIONS

NO. DATE

DATE:

12/06/20

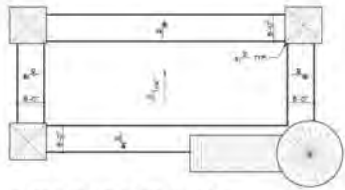
SHEET NUMBER:

E-1

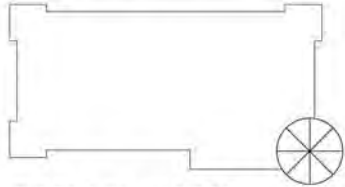
RETAIL BLDG. #1

ELEVATIONS

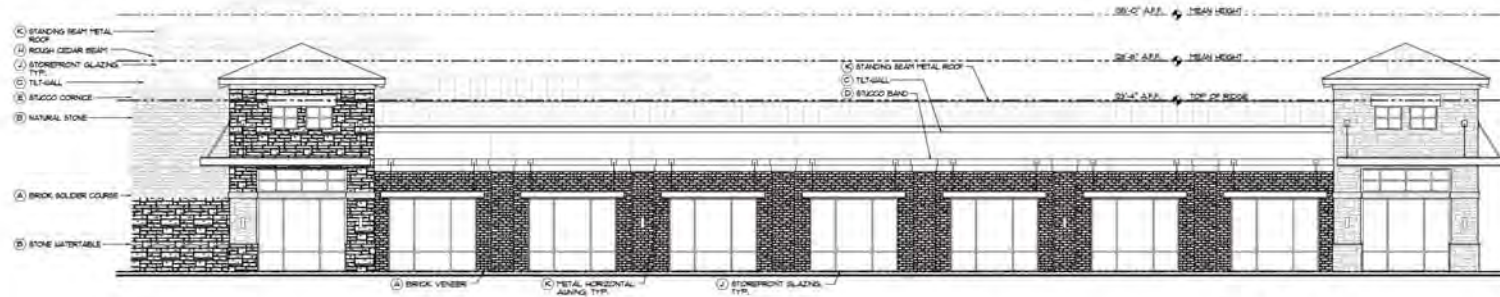
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**BUILDING #2 ROOF PLAN**

1/32" = 1'-0"

**BUILDING #2 13,875 S.F.**

1/32" = 1'-0"

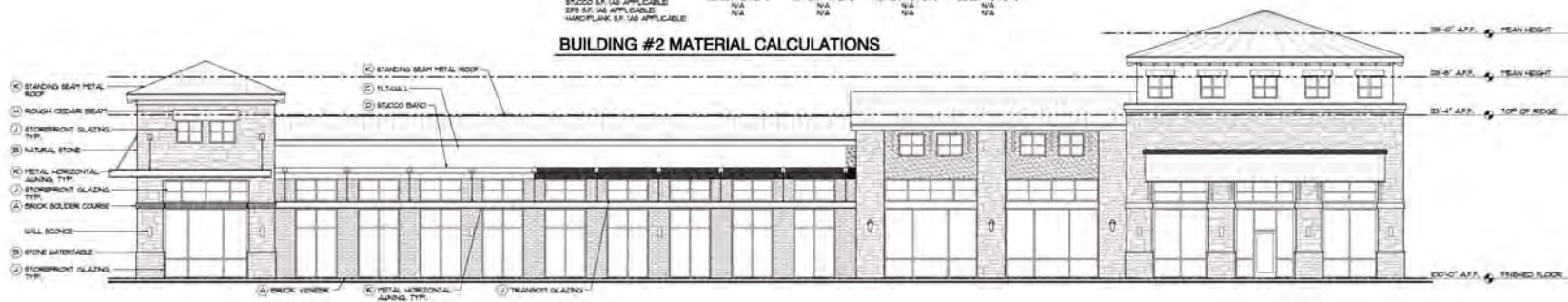
**NORTH ELEVATION**

1/8" = 1'-0"

**WEST ELEVATION**

1/8" = 1'-0"

1. TOTAL FACADE S.F.	438 S.F.	485 S.F.	1470 S.F.	345 S.F.
2. FACADE S.F. EXCLUSIVE OF DOORS & WINDOWS	386 S.F.	343 S.F.	1264 S.F.	344 S.F.
3. DOORS & WINDOWS S.F.	52 S.F.	142 S.F.	206 S.F.	1 S.F.
4. PRIMARY MASONRY TOTALS	1499 S.F. + 87% OF 2	1228 S.F. + 89% OF 2	147 S.F. + 90% OF 2	1475 S.F. + 90% OF 2
5. BRICK S.F. (AS APPLICABLE)	1256 S.F. + 89% OF 2	141 S.F. + 25% OF 2	259 S.F. + 9% OF 2	300 S.F. + 89% OF 2
6. STONE S.F. (AS APPLICABLE)	243 S.F. + 30% OF 2	114 S.F. + 45% OF 2	140 S.F. + 54% OF 2	135 S.F. + 57% OF 2
7. TILT-WALL S.F. (AS APPLICABLE)	146 S.F. + 12% OF 2	674 S.F. + 12% OF 2	384 S.F. + 17% OF 2	240 S.F. + 9% OF 2
8. SECONDARY MASONRY TOTALS	362 S.F. + 5% OF 2	364 S.F. + 1% OF 2	97 S.F. + 12% OF 2	89 S.F. + 12% OF 2
9. BRICK S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A
10. STONE S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A
11. TILT-WALL S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A
12. HARDPLANK S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A

BUILDING #2 MATERIAL CALCULATIONS**SOUTH ELEVATION**

1/8" = 1'-0"

OWNER:
Orchard Flower Partners, LP, LLC
P.O. Box 1025
Colleyville, Texas 76034
Dean Dabridge
(817)375-7672

ENGINEER:
Corbin Engineering Inc.
200 W. Belmont Ave., Suite B
Allen, Texas 75013
Walter Corbin
(972)556-1200

LANDSCAPE ARCHITECT:
Palmer Design Studio
P.O. Box 80246
Richmond, Texas 75083
Carol Palmer
(972)980-1230

HOME BUILDERS:
Granville Homes, Inc.
9603 White Rock Trail, Suite 204
Dallas, Texas 75228
Anthony Hinkle
(214)794-5366

RETAIL ARCHITECT:
Chris Architects, PLLC
1235 W. 13th Street, Suite 125
Plano, Texas 75075
Suzanne Doherty
(972)996-6664 x 303



PROJECT:
Orchard Flower
Town of Flower Mound
Denton County, Texas
Rossmann Survey
Abstract No. 49
27.287 Acres

REVISIONS

NO. DATE

DATE:

12/06/2011

SHEET NUMBER:

E-2

RETAIL BLDG. #2

ELEVATIONS

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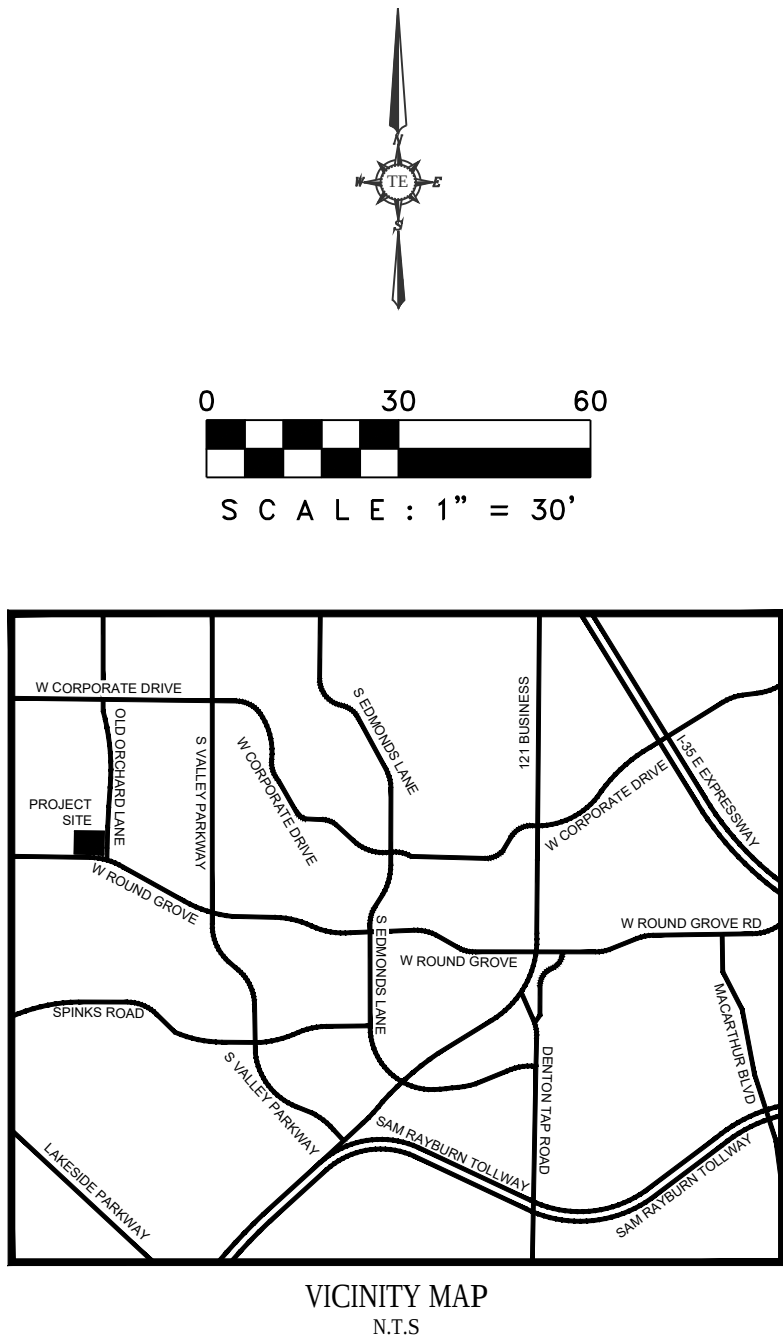
Pin Mounted Powder
Coated Steel

Laser Cut
Corten Steel

Cast Stone

ORCHARD FLOWER

2.756 ACRES BEING A TACT OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



LEGEND

EXISTING BOUNDARY
EXISTING CURB
EXISTING WATER MAIN
EXISTING SANITARY SEWER
EXISTING SEWER MANHOLE
EXISTING ELECTRIC
EXISTING POWER POLE
EXISTING STORM SEWER
EXISTING FIRE HYDRANT
EXISTING STORM INLET
EXISTING SCREEN WALL
BOUNDARY LINE

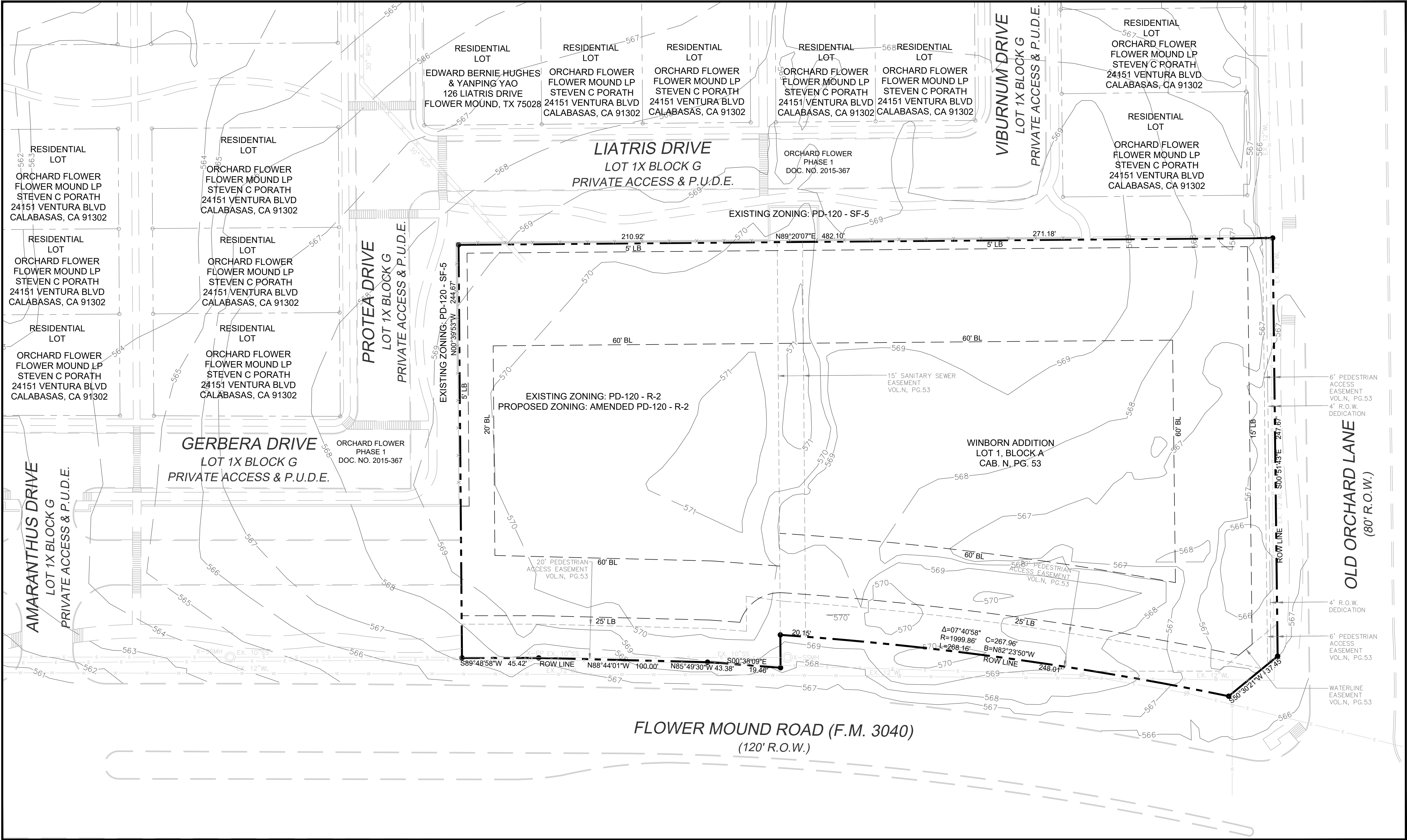
W 8" WTR
S 12" SEWER
SSMH
E
PP
EX 24" RCP
FH

LEGEND

EXISTING POWER POLE
EXISTING SANITARY SEWER MANHOLE
EXISTING STORM SEWER MANHOLE
BUILDING SETBACK
EXISTING WATER LINE
EXISTING SANITARY SEWER LINE
LANDSCAPE BUFFER
BUILDING SETBACK

X-PP
X-SSMH
X-STMH
BS
WL
SS
LB
BS

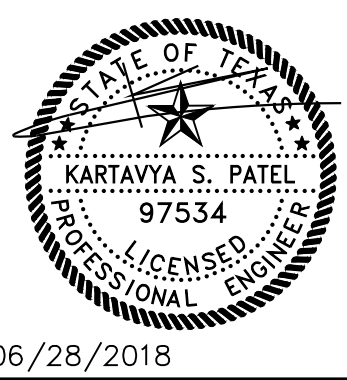
ZONING DATA TABLE:		
DEVELOPMENT STANDARD	REQUIRED	PROVIDED
MIN. LOT SIZE	NO MIN.	NO MIN.
MIN. LOT WIDTH	NO MIN.	NO MIN.
MIN. AREA/UNIT	NO MIN.	NO MIN.
MIN. FRONT YARD	60' MIN.	60' MIN.
MIN. SIDE YARD	NO MIN.	NO MIN.
MIN. REAR YARD	60' MIN.	60' MIN.
MAX. LOT COVERAGE	50% MAX.	50% MAX.
MAX. FLOOR AREA RATIO	NO MAX.	NO MAX.
MAX. HEIGHT (STORIES/FT)	2 ST. / 35'	2 ST. / 35'



MASTER PLAN FEATURES	
LAND USE PLAN	RETAIL
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	FUTURE 8' MULTI-PURPOSE TRAIL TO BE INSTALLED ON THE NORTH SIDE OF FLOWER MOUND ROAD AND CONNECTED TO EXISTING 8' MULTI-PURPOSE TRAIL ON THE WEST SIDE OF OLD ORCHARD LANE
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	FLOWER MOUND ROAD - MAJOR ARTERIAL WITH 120 FEET OF ROW OLD ORCHARD LANE - URBAN COLLECTOR WITH 80 FEET OF ROW INGRESS/EGRESS DRIVEWAY OFF FLOWER MOUND ROAD INGRESS/EGRESS DRIVEWAY OFF OLD ORCHARD LANE CROSS ACCESS PROVIDED TO NEIGHBORING PROPERTY TO WEST
WATER PLAN	LONG PRAIRIE DISTRICT, 12 INCH WATER LINES ALONG NORTH SIDE FLOWER MOUND ROAD AND WEST SIDE OF OLD ORCHARD LANE
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 10 INCH SANITARY SEWER LINES ALONG NORTH SIDE OF FLOWER MOUND ROAD AND 10 LINE EXTENDED THROUGH PROPERTY A PORTION OF LINE EXTENDED THROUGH PROPERTY TO ABANDONED AS PART OF THIS DEVELOPMENT

OWNER	ENGINEER	ARCHITECT
GREENSTONE SCHOOLS LLC 8870 BUSINESS PARK DRIVE SUITE 100 AUSTIN, TX 78758 CONTACT: SHAHAN BHADANI TEL: 512-293-4801	TRIANGLE ENGINEERING LLC 1333 MCDERMOTT DRIVE SUITE 200 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: 214-609-9271	LEVEL-5 DESIGNS, LLC 6400 WESTPARK DRIVE SUITE 490 HOUSTON, TEXAS 77057 CONTACT: SWAPNIL PATEL TEL: 936-828-0370

NO.	DATE	DESCRIPTION	BY
1	03/26/18	1ST CITY SUBMITTAL	KP
2	04/25/18	2ND CITY SUBMITTAL	KP
3	05/30/18	3RD CITY SUBMITTAL	KP
4	06/15/18	4TH CITY SUBMITTAL	KP
5	06/28/18	5TH CITY SUBMITTAL	KP



ZONING EXHIBIT

TRIANGLE ENGINEERING LLC

T: 214.609.9271 | F: 489.359.6709 | E: kpatel@triangle-engr.com
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

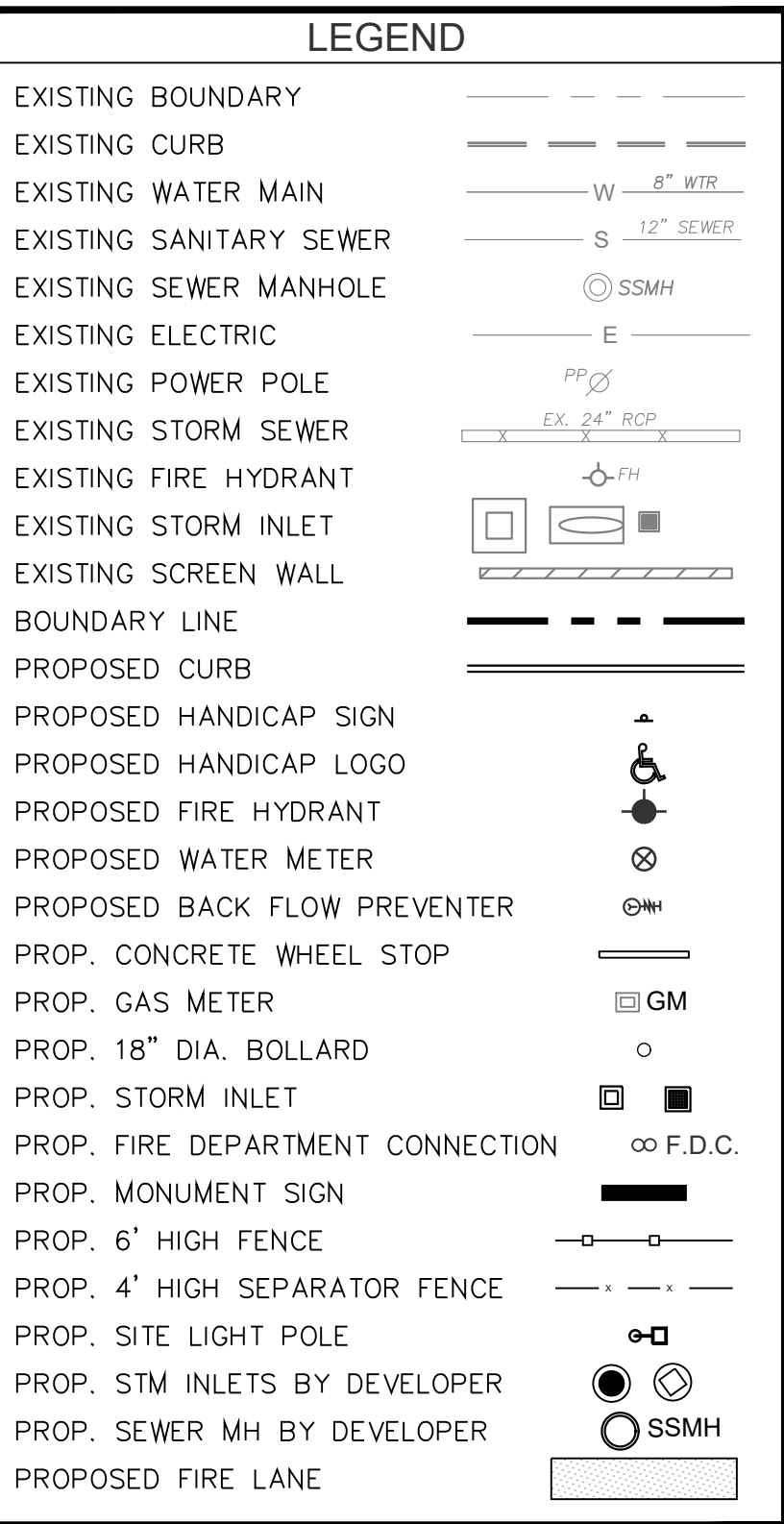
Planning | Civil Engineering | Construction Management

DESIGN DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	TT	06/28/18	1": 30'	015-18

TX PE FIRM #11525

ZE

2.756 ACRES BEING A TACT OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



MASTER PLAN FEATURES TABLE	
LAND USE PLAN	RETAIL
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	FUTURE 8' MULTI-PURPOSE TRAIL TO BE INSTALLED ON THE NORTH SIDE OF FLOWER MOUND ROAD AND CONNECTED TO EXISTING 8' MULTI-PURPOSE TRAIL ON THE WEST SIDE OF OLD ORCHARD LANE
OPEN SPACE PLAN	NOT A CONSERVATION DEVELOPMENT
THOROUGHFARE PLAN	FLOWER MOUND ROAD - MAJOR ARTERIAL WITH 120 FEET OF ROW OLD ORCHARD LANE - URBAN COLLECTOR WITH 80 FEET OF ROW INGRESS/EGRESS DRIVEWAY OFF FLOWER MOUND ROAD INGRESS/EGRESS DRIVEWAY OFF OLD ORCHARD LANE CROSS ACCESS PROVIDED TO NEIGHBORING PROPERTY TO WEST
WATER PLAN	LONG PRAIRIE DISTRICT, 12 INCH WATER LINES ALONG NORTH SIDE FLOWER MOUND ROAD AND WEST SIDE OF OLD ORCHARD LANE
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 10 INCH SANITARY SEWER LINES ALONG NORTH SIDE OF FLOWER MOUND ROAD AND 10 LINE EXTENDED THROUGH PROPERTY A PORTION OF LINE EXTENDED THROUGH PROPERTY TO ABANDONED AS PART OF THIS DEVELOPMENT

OWNER	ENGINEER	ARCHITECT
GREENSTONE SCHOOLS LLC 8870 BUSINESS PARK DRIVE SUITE 200 AUSTIN, TX 78758 CONTACT: SHAHAN BHADANI TEL: 512-293-4801	TRIANGLE ENGINEERING LLC 1333 MODEROTT DRIVE SUITE 200 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: 214-609-9271	LEVEL-5 DESIGNS, LLC 6400 WESTPARK DRIVE SUITE 490 HOUSTON, TEXAS 77057 CONTACT: SWAPNIL PATEL TEL: 936-628-0370

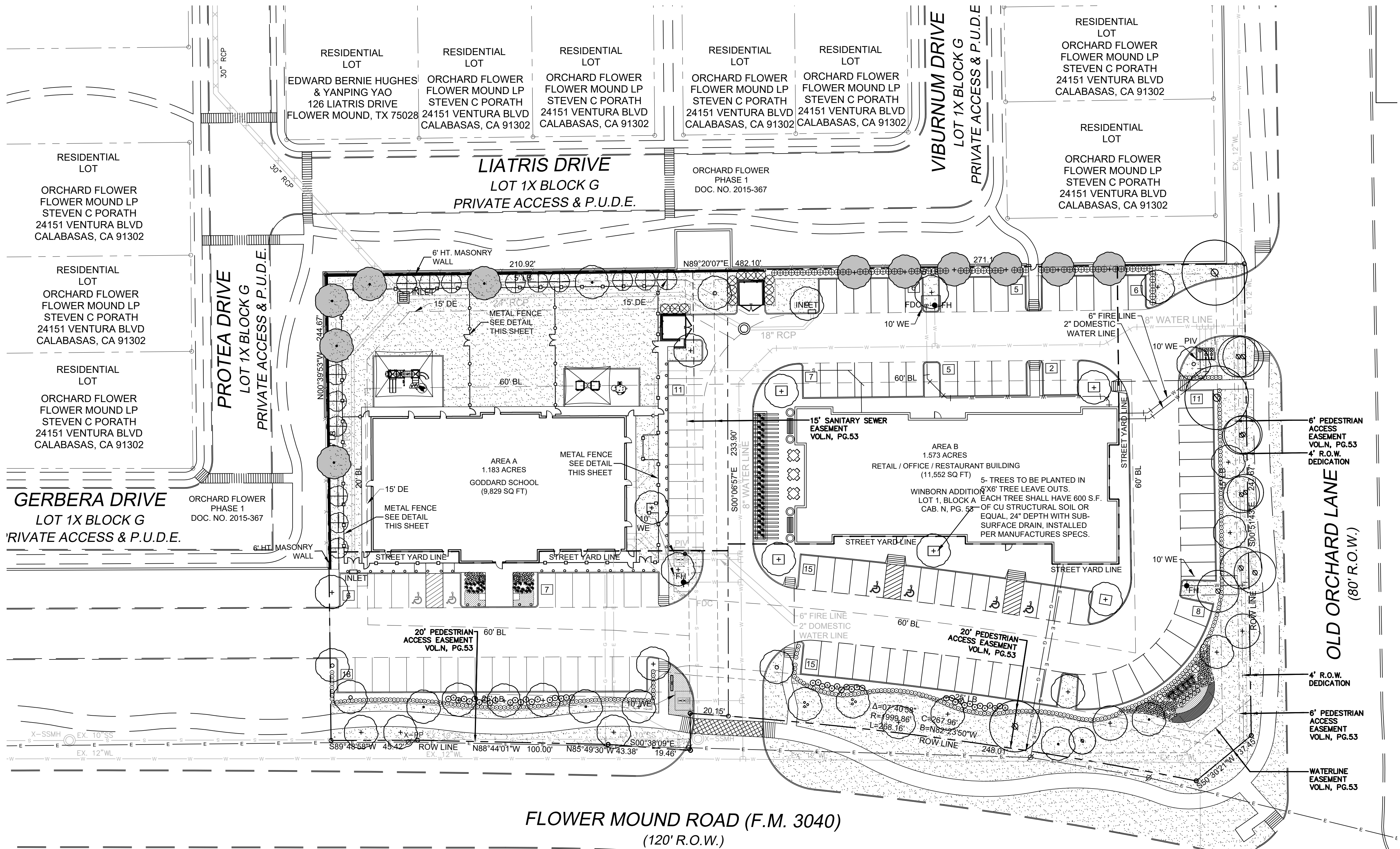
NOTES

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HWYWG SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSITE SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSITE SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWNSHIP ORDINANCES.
7. ALL ACCESSIBLE WALKWAYS SHALL HAVE CROSS SLOPES NO GREATER THAN 2% AND RUNNING SLOPES NOT GREATER THAN 5%. NO GAPS IN THE SIDEWALK NO GREATER THAN 1/2 INCH OR ELEVATION CHANGE GREATER THAN 1/4 INCH.

NO.	DATE	DESCRIPTION	BY
1	03/26/18	1ST CITY SUBMITTAL	KP
2	04/25/18	2ND CITY SUBMITTAL	KP
3	05/30/18	3RD CITY SUBMITTAL	KP
4	06/15/18	4TH CITY SUBMITTAL	KP
5	06/28/18	5TH CITY SUBMITTAL	KP



A circular professional engineer seal for the State of Texas. The outer ring contains the text "STATE OF TEXAS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by stars. The center features a five-pointed star above the name "KARTAVYA S. PATEL" and the license number "97534". The words "LICENSED" and "ENGINEER" are written in a curve below the license number.



LANDSCAPE TABULATIONS - AREA A

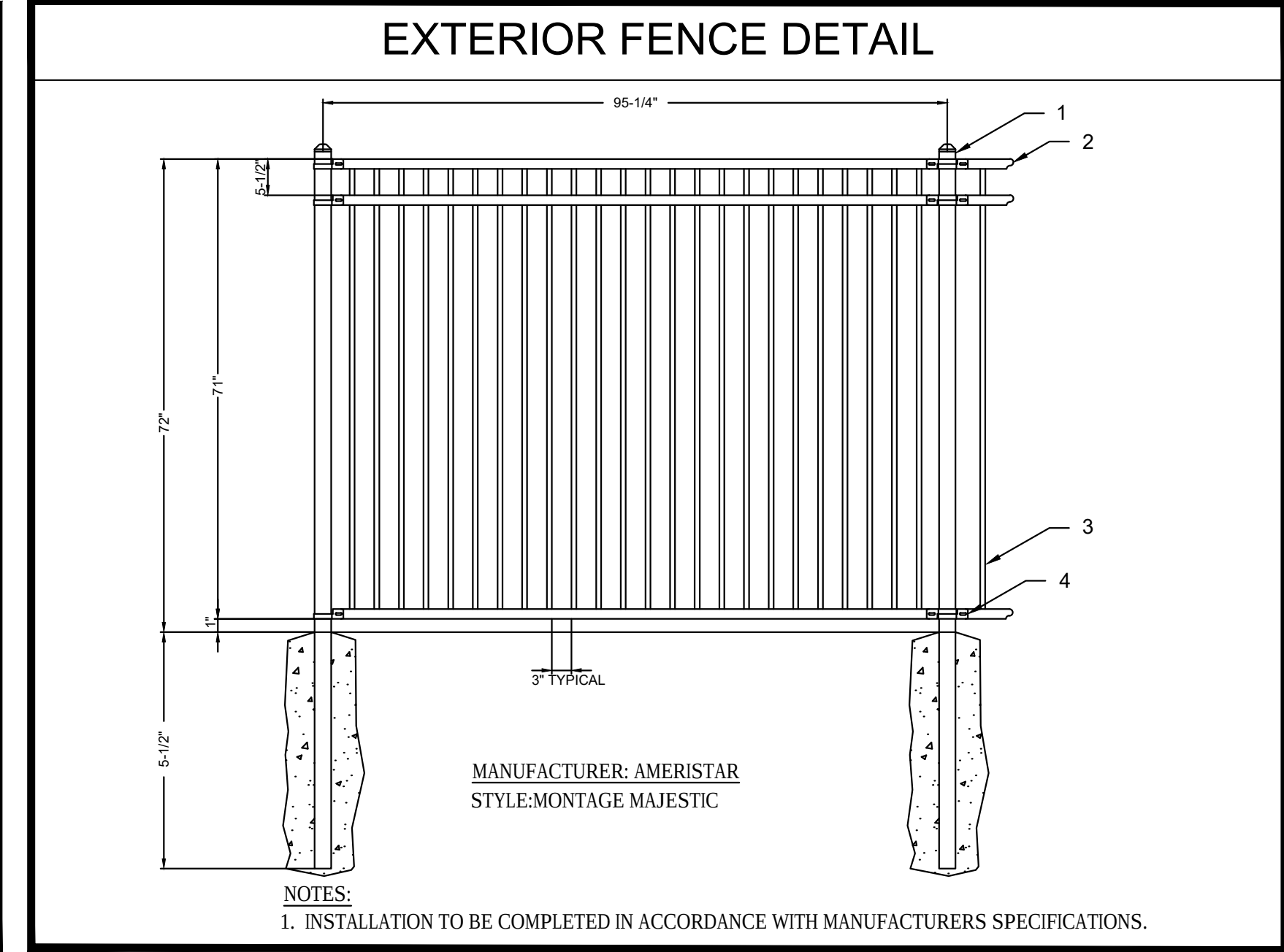
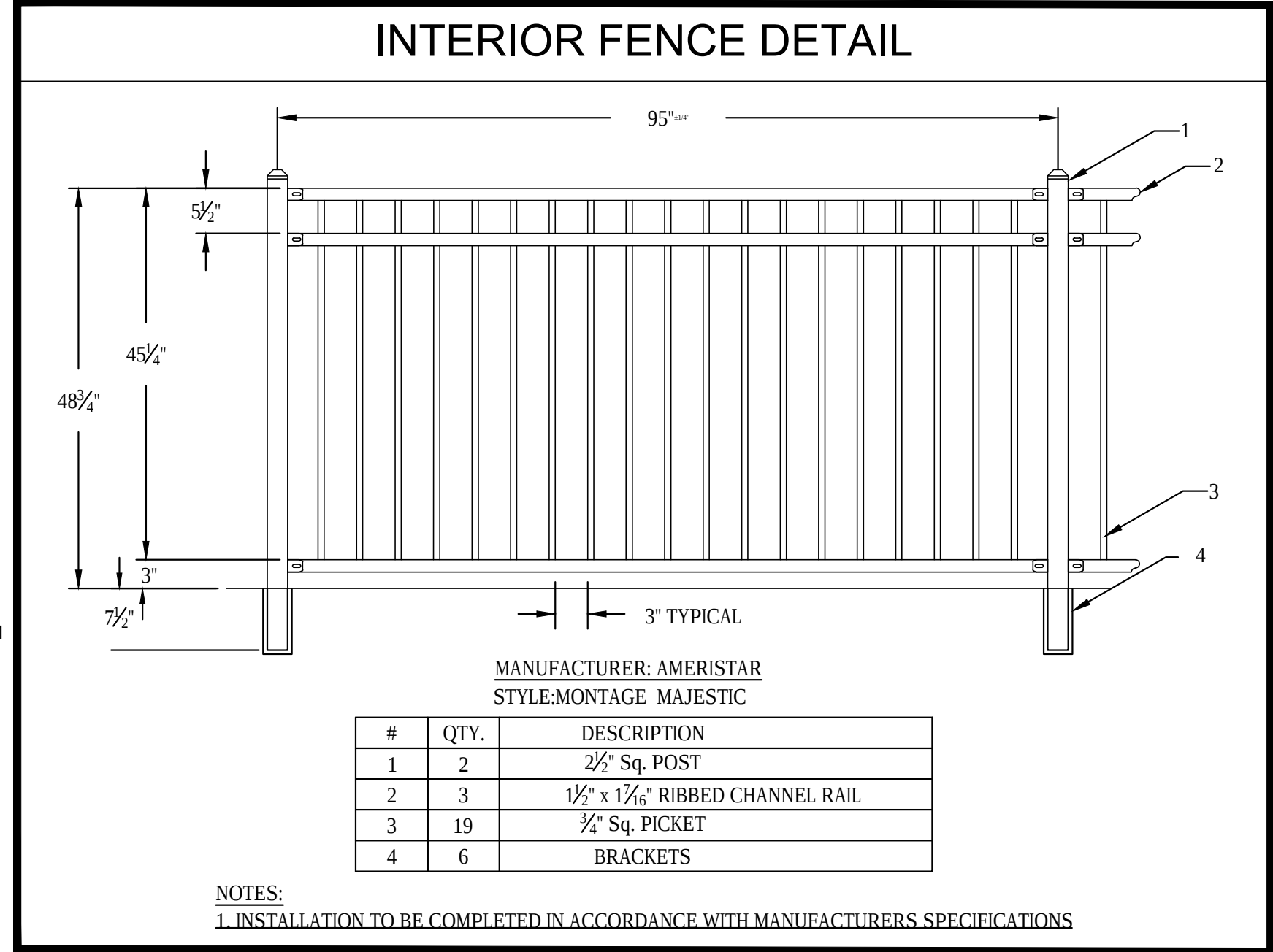
Street Yard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Min. 20% of street yard	20,328	4,066	4,687
Street Yard Trees			
Standard	Total Street Yard (Square Feet)	Required	Provided
10,000 to 110,000 10 trees for first 10,000 plus (1) per 2,500 in excess of 10,000 s.f.	Flower Mound Road 20,328 s.f.	14	14-3' Cal. Trees
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 per 30 l.f.	Flower Mound Road 188.78 l.f.	7	10-3' Cal. Trees
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	40	300 s.f.	800 s.f.
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree per 10 spaces	40	4	4

LANDSCAPE TABULATIONS - AREA B

Street Yard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Min. 20% of street yard	40,486	8,097	13,443
Street Yard Trees			
Standard	Total Street Yard (Square Feet)	Required	Provided
10,000 to 110,000 10 trees for first 10,000 plus (1) per 2,500 in excess of 10,000 s.f.	Flower Mound Road & Old Orchard Ln. 40,486 s.f.	23	18-3' Cal. Trees 5- Existing Trees
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 per 30 l.f.	Flower Mound Road 248.01 l.f.	8	7-3' Cal. Trees 1 Existing Trees
1 per 30 l.f.	Old Orchard Lane 247.67 l.f.	8	4-3' Cal. Trees 4 Existing Trees
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	90	450 s.f.	2,005 s.f.
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree per 10 spaces	60	6	6

PLANT LEGEND

- + CEDAR ELM, 3" CAL
- + LACEBARK ELM, 3" CAL
- LIVE OAK, 3" CAL
- o RED OAK, 3" CAL
- TEXAS ASH, 3" CAL
- TREE COUNTED TOWARDS MITIGATION
- ⊕ SAVANNAH HOLLY- TREE FORM 6'-8" HEIGHT
- ⊗ 6'-8" EVERGREEN SHRUBS
- ⊕ 36" HT. PLANTING SCREEN PER TOWN PLANTING LIST
- ORNAMENTAL SHRUBS PER TOWN PLANTING LIST
- BERMUDA GRASS TURF



GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION
- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
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CHRIS@STUDIOGREENSPOT.COM



GODDARD SCHOOL / RETAIL

FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

ISSUE:

FOR APPROVAL 03.26.2018
CITY COMMENTS 04.25.2018
CITY COMMENTS 05.30.2018
CITY COMMENTS 06.15.2018
CITY COMMENTS 07.03.2018

DATE:

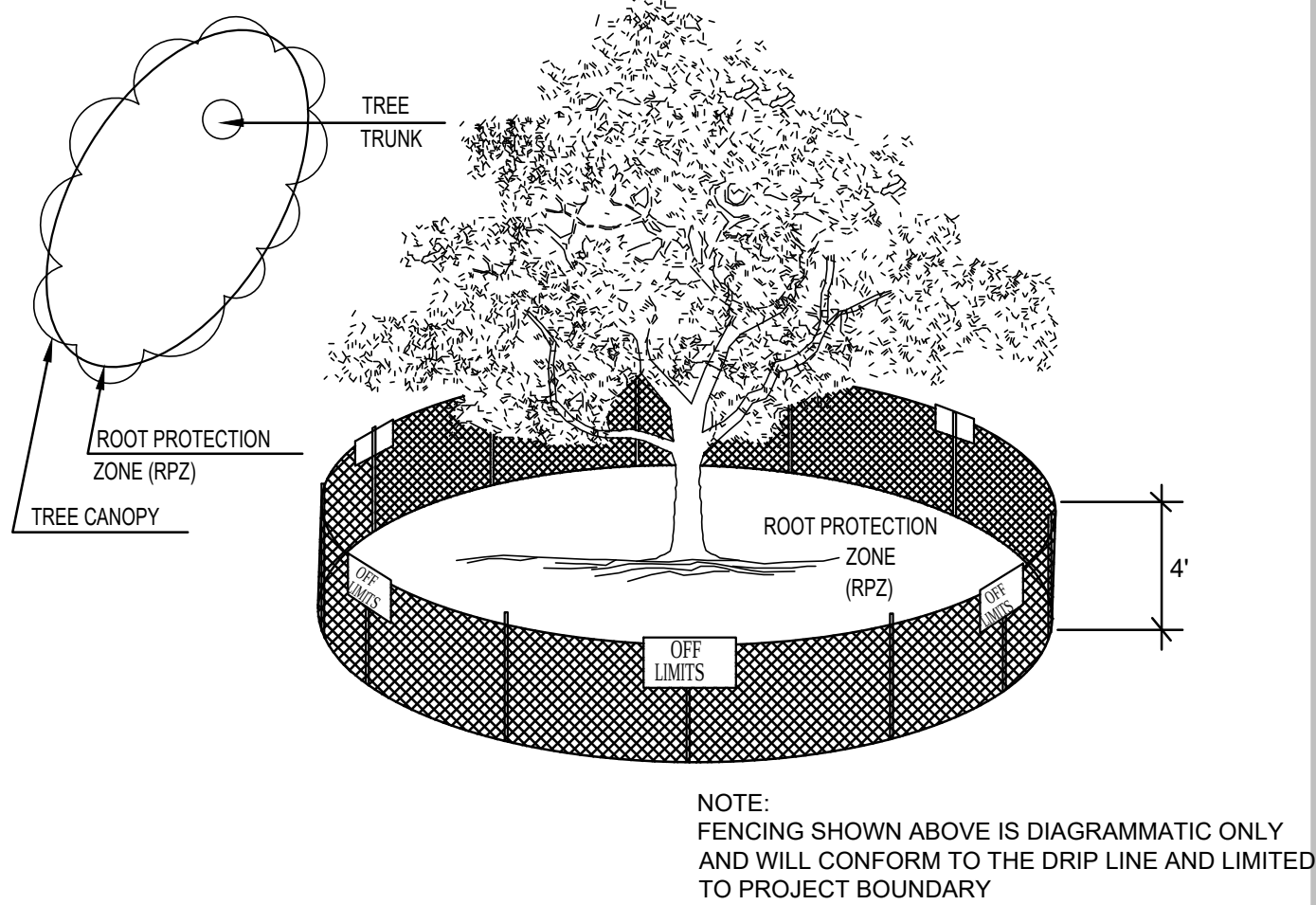
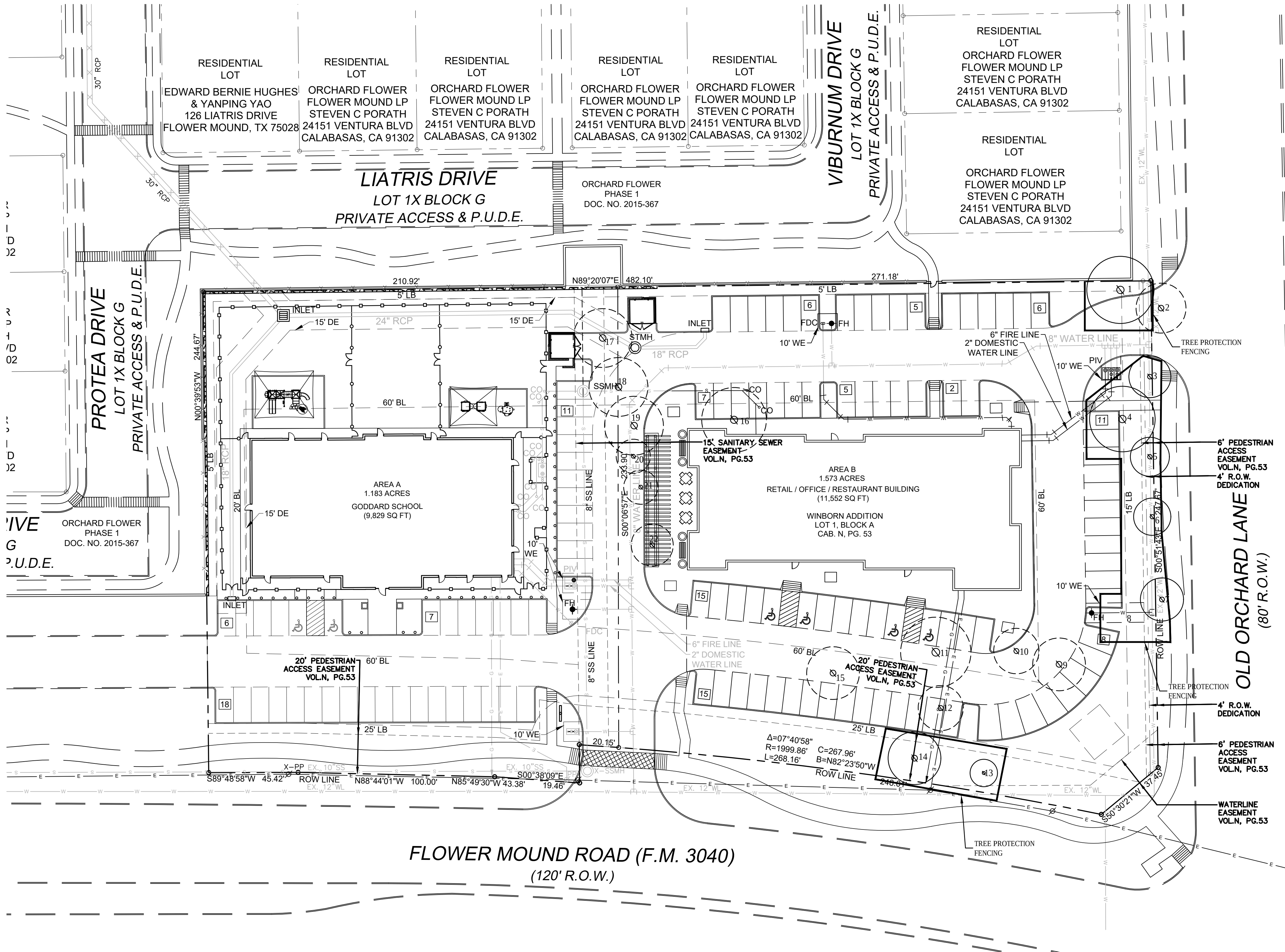
07.03.2018

SHEET NAME:

CONCEPT LANDSCAPE PLAN

SHEET NUMBER:

L.2



01 TREE PROTECTION FENCE A
NOT TO SCALE

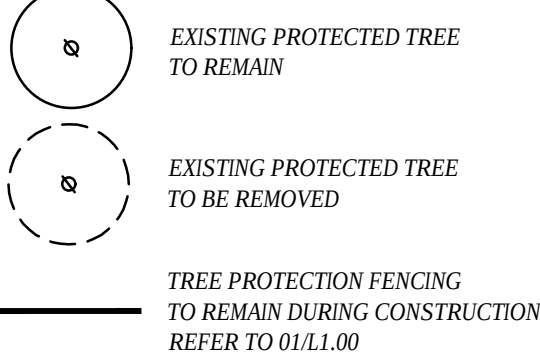
EXISTING TREE NOTES

- Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around drip line (canopy) of tree.
- If any root structure is damaged during adjacent excavation/construction, notify the Landscape Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.
- Any fine grading done within the critical root zones of the protected trees must be done by hand. No earth moving equipment is allowed within the critical root zone of the trees.
- Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the drip line of any tree.
- Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the drip line of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.
- Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the drip line of trees.
- Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.
- Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner. Structural roots shall be initially exposed through the use of an air spade within the root protection zone.
- Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4') feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.
- Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's drip line. The protective fencing must be installed before any construction related activities commence on the site. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4') foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).
- Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval and under the supervision of the Landscape Architect.
- Mitigation for the removal of a each protected tree is (1) 3" caliper mitigation tree or \$375

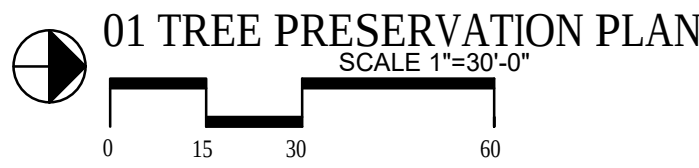
TREE SURVEY FIELD DATA

NO.	DIA. INCHES	SPECIES (COMMON NAME)	SPECIES (BOTANICAL NAME)	CONDITION	REMARKS	CREDITS	MITIGATION REQUIRED
1	10.5	LACEBARK ELM	ULMUS PARVIFOLIA	GOOD	UNPROTECTED TREE TO REMAIN		1- 3" CAL. TREE
2	14.5	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		
3	14	CREPE MYRTLE	LAGERSTROEMIA INDICA	GOOD	UNPROTECTED TREE TO REMAIN		
4	11.5	LACEBARK ELM	ULMUS PARVIFOLIA	GOOD	UNPROTECTED TREE TO REMAIN		
5	9.75	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN		
6	11.25	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN		
7	14	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN	3	
8	13	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN	3	
9	13.5	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
10	13	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
11	11	LACEBARK ELM	ULMUS PARVIFOLIA	GOOD	UNPROTECTED TREE TO BE REMOVED		
12	13.5	AMERICAN ELM	ULMUS AMERICANA	FAIR	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
13	2	CREPE MYRTLE	LAGERSTROEMIA INDICA	GOOD	UNPROTECTED TREE TO REMAIN		
14	14.5	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN	3	
15	15	AUSTRIAN PINE	PINUS NIGRA	GOOD	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
16	10	LACEBARK ELM	ULMUS PARVIFOLIA	GOOD	UNPROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
17	12.5	AMERICAN ELM	ULMUS AMERICANA	FAIR	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
18	10.25	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
19	16	AMERICAN ELM	ULMUS AMERICANA	DECLASSIFIED	UNPROTECTED TREE TO BE REMOVED		
20	10	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
21	6	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE
23	6	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		1- 3" CAL. TREE

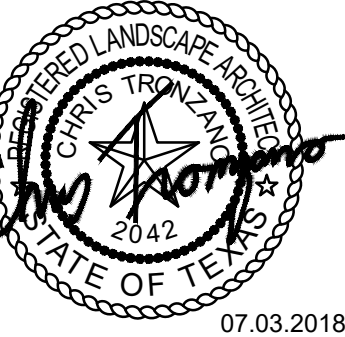
EXISTING TREE LEGEND



10 TREES REQUIRED TO BE MITIGATED- (1) 3" CALIPER TREE PER TREE
L.2 FOR REPLACEMENT TREES.



LANDSCAPE ARCHITECT
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GODDARD SCHOOL / RETAIL

FLOWER MOUND ROAD
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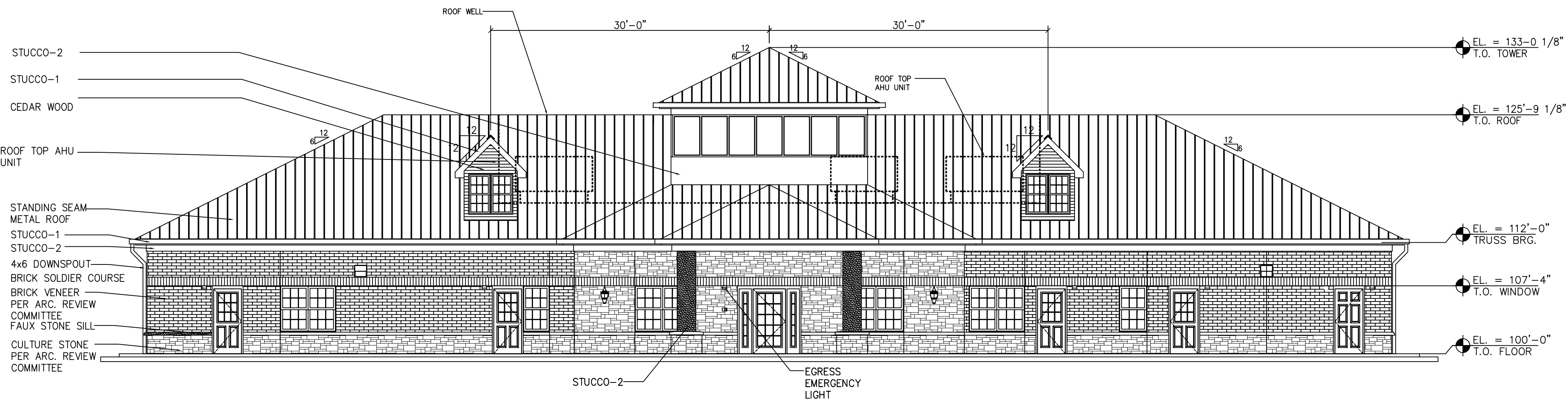
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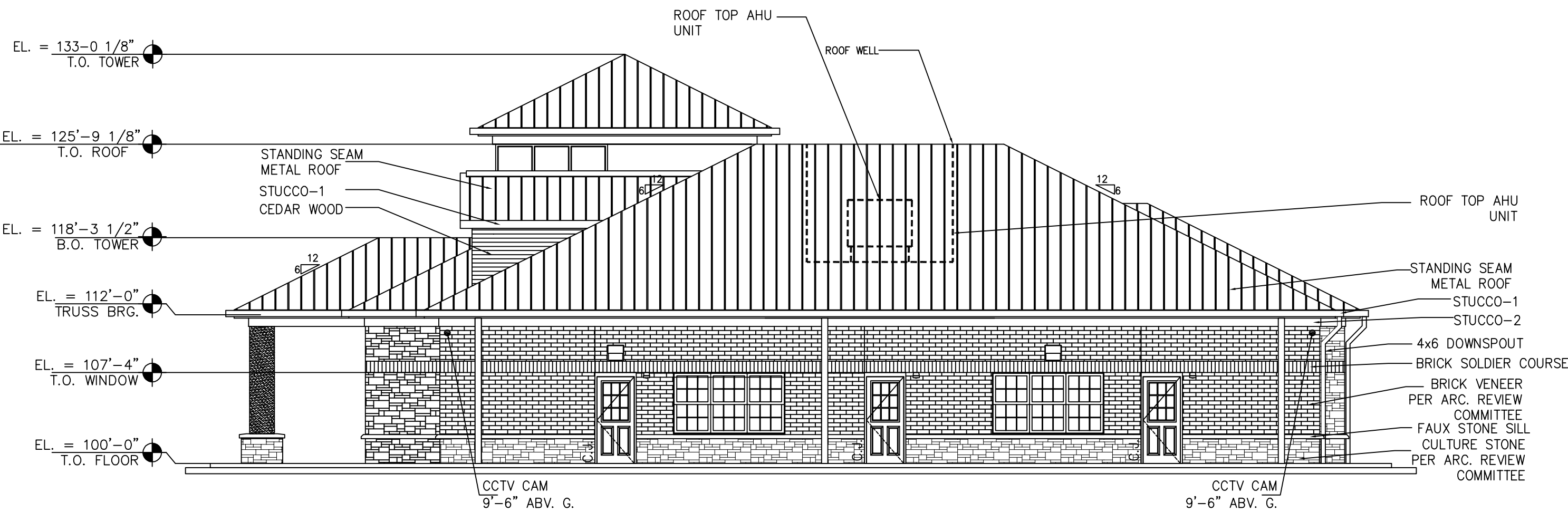
TREE PRESERVATION PLAN

SHEET NUMBER:

L.1

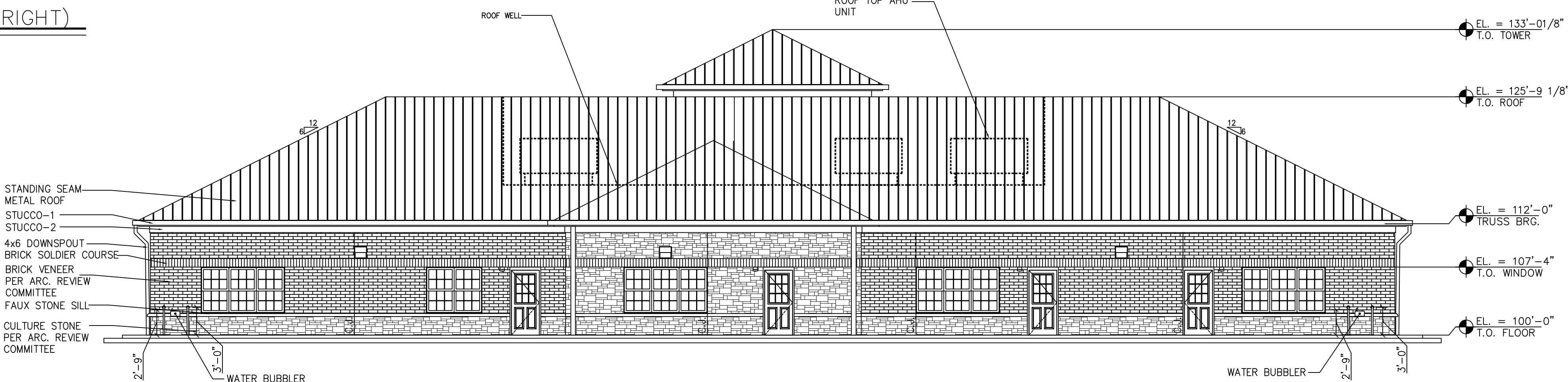


1 SOUTH ELEVATION (FRONT)
A2.1 SCALE: 1/8" = 1'-0"

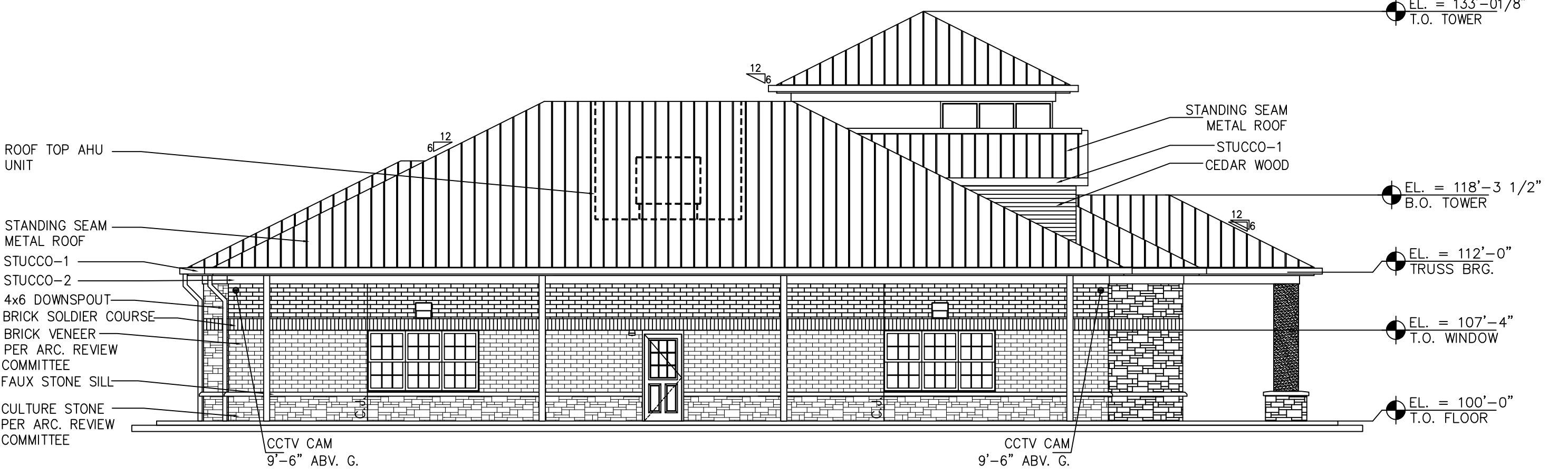


2 EAST ELEVATION (RIGHT)
A2.1 SCALE: 1/8" = 1'-0"

	SOUTH	%	EAST	%	NORTH	%	WEST	%
TOTAL FACADE AREA (SF)	1991.67	—	1146.37 SF	—	1672.32 SF	—	1141.10 SF	—
DOORS/WINDOWS	463.69 SF	—	187.60 SF	—	307.79 SF	—	138.69 SF	—
FACADE AREA (SF)	1491.93 SF	100.00	1012.04 SF	100.00	1358.79SF	100.00	1053.26SF	100.00
MINUS DOORS/WINDOWS								
PRIMARY MASONRY		98.79		95.73		100.00		97.15
BRICK VENEER	545.52 SF	36.5	434.01 SF	42.88	582.36 SF	42.86	466.70 SF	44.31
STONE	508.57 SF	34.08	231.58 SF	22.88	468.52 SF	34.48	242.56 SF	23.02
STUC00-1 LIGHT	95.45 SF	6.39	65.43 SF	6.46	81.44 SF	6.00	62.85 SF	5.96
STUC00-2 DARK	201.56 SF	13.51	165.65 SF	16.34	103.65 SF	7.63	165.65 SF	15.72
BRICK SOLDIER COURSE	122.82 SF	8.23	72.39 SF	7.15	122.82 SF	9.04	72.39 SF	6.86
ACCENT MATERIAL								
CEDAR WOOD	18.01 SF	1.20	43.20 SF	4.26	00.00 SF	0.00	43.2 SF	2.85



3 NORTH ELEVATION (BACK)
A2.1 SCALE: 1/8" = 1'-0"



4 WEST ELEVATION (LEFT)
A2.1 SCALE: 1/8" = 1'-0"

MATERIAL SPECIFICATION		
NO.	MATERIAL NAME	SPECIFICATION
1	BRICK VENEER	METRO BRICK—OLD SOUTH BRICK
2	CULTURE STONE	METRO BRICK MOCHA LEDGE STONE
3	ROOFING	STANDING SEAM METAL ROOF BERRIDGE MEDIUM BRONZE
4	STUCCO-1	PT-1 WHITE
5	STUCCO-2	LATTE —SW 6108 SHERWIN WILLIAMS

TRIANGLE
ENGINEERING LLC

T: 214.669.9271 | F: 469.358.6709 | E: tyler@triangle-engr.com
W: triangle-engr.com | O: 1533 MacDonnell Drive, Suite 200, Allen, TX 75013

NO.	DATE	REVISION	BY

level.5

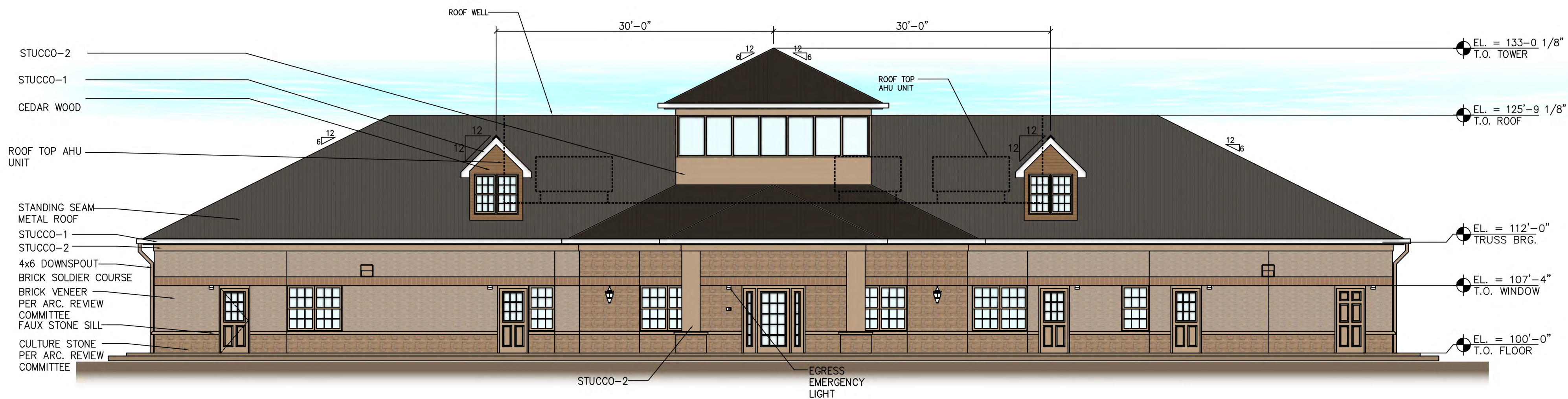
design & construction management

1408 Regent, Ste #40, Bloom, TX 77001
P: 832.941.9411 | E: info@level5.com | W: www.level5.com

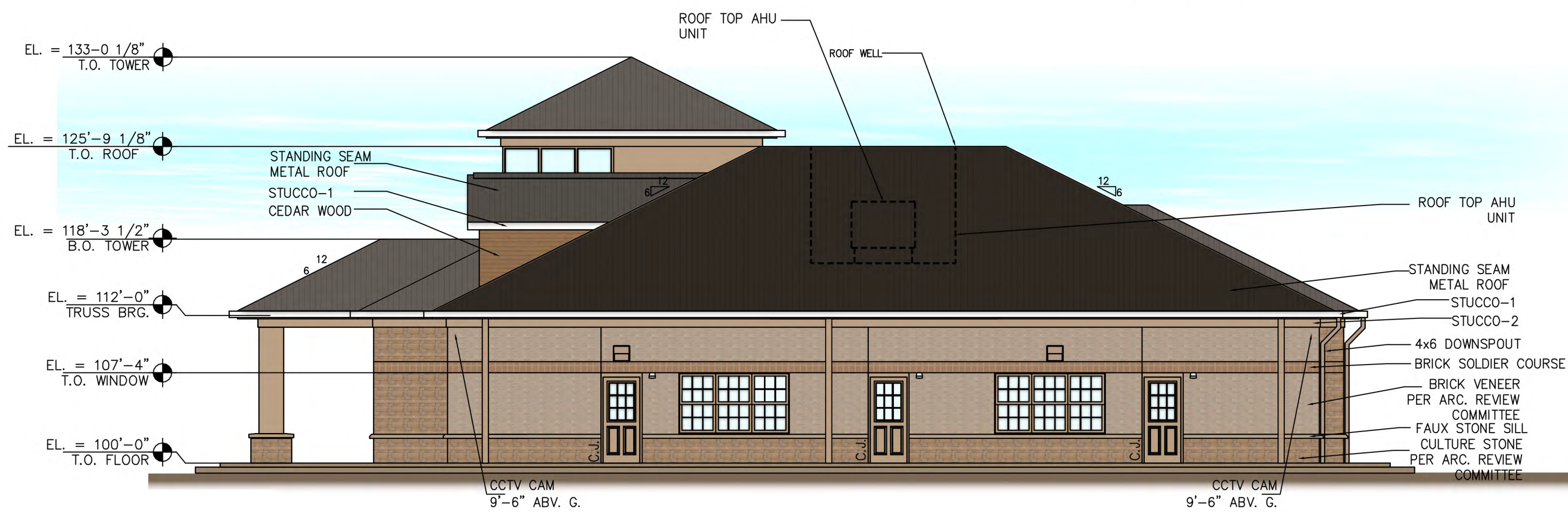
GODDARD SCHOOL
FLOWER MOUND

EXTERIOR ELEVATIONS	PROJECT NO.	DATE	DRAWN BY	CHECKED BY
	06/26/2018			

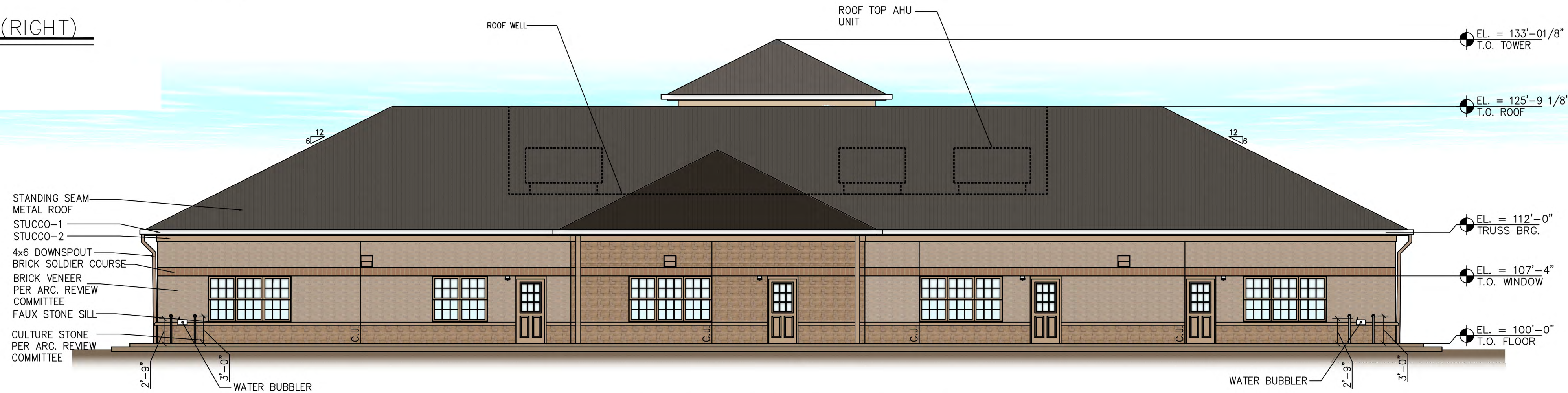
SHEET #	REVISION #
A2.1	



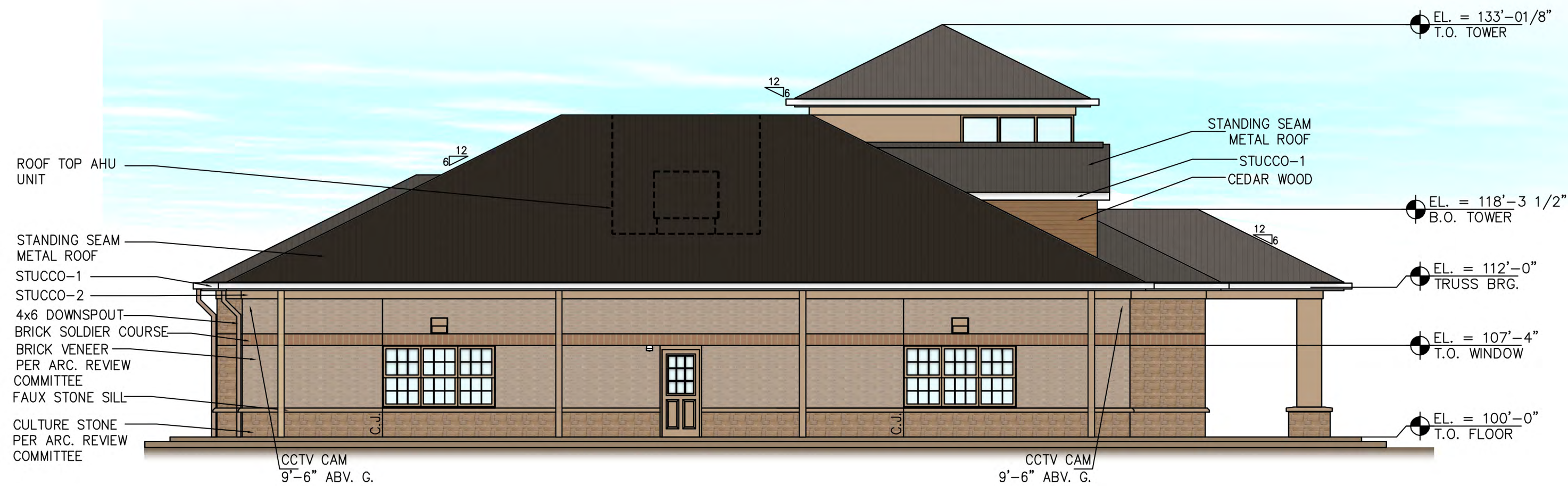
1 SOUTH ELEVATION (FRONT)
A2.1 SCALE: 1/8" = 1'-0"



2 EAST ELEVATION (RIGHT)
A2.1 SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION (BACK)
A2.1 SCALE: 1/8" = 1'-0"



4 WEST ELEVATION (LEFT)
A2.1 SCALE: 1/8" = 1'-0"

MATERIAL SPECIFICATION		
NO.	MATERIAL NAME	SPECIFICATION
1	BRICK VENEER	METRO BRICK-OLD SOUTH BRICK
2	CULTURE STONE	METRO BRICK MOCHA LEDGE STONE
3	ROOFING	STANDING SEAM METAL ROOF BERRIDGE MEDIUM BRONZE
4	STUCCO-1	PT-1 WHITE
5	STUCCO-2	LATTE -SW 6108 SHERWIN WILLIAMS

	SOUTH	%	EAST	%	NORTH	%	WEST	%
TOTAL FACADE AREA (SF)	1991.67	—	1146.37 SF	—	1672.32 SF	—	1141.10 SF	—
DOORS/WINDOWS	463.69 SF	—	187.60 SF	—	307.79 SF	—	138.69 SF	—
FACADE AREA (SF) MINUS DOORS/WINDOWS	1491.93 SF	100.00	1012.04 SF	100.00	1358.79SF	100.00	1053.26SF	100.00
PRIMARY MASONRY		98.79		95.73		100.00		97.15
BRICK VENEER	545.52 SF	36.5	434.01 SF	42.88	582.36 SF	42.86	466.70 SF	44.31
STONE	508.57 SF	34.08	231.58 SF	22.88	468.52 SF	34.48	242.56 SF	23.02
STUCCO-1 LIGHT	95.45 SF	6.39	65.43 SF	6.46	81.44 SF	6.00	62.85 SF	5.96
STUCCO-2 DARK	201.56 SF	13.51	165.65 SF	16.34	103.65 SF	7.63	165.65 SF	15.72
BRICK SOLDIER COURSE	122.82 SF	8.23	72.39 SF	7.15	122.82 SF	9.04	72.39 SF	6.86
ACCENT MATERIAL								
CEDAR WOOD	18.01 SF	1.20	43.20 SF	4.26	00.00 SF	0.00	43.2 SF	2.85

NO.	DATE	REVISION	BY

EXTERIOR ELEVATIONS	PROJECT No:	DATE:	DRAWN BY:	CHECKED BY:
	06/26/2018			

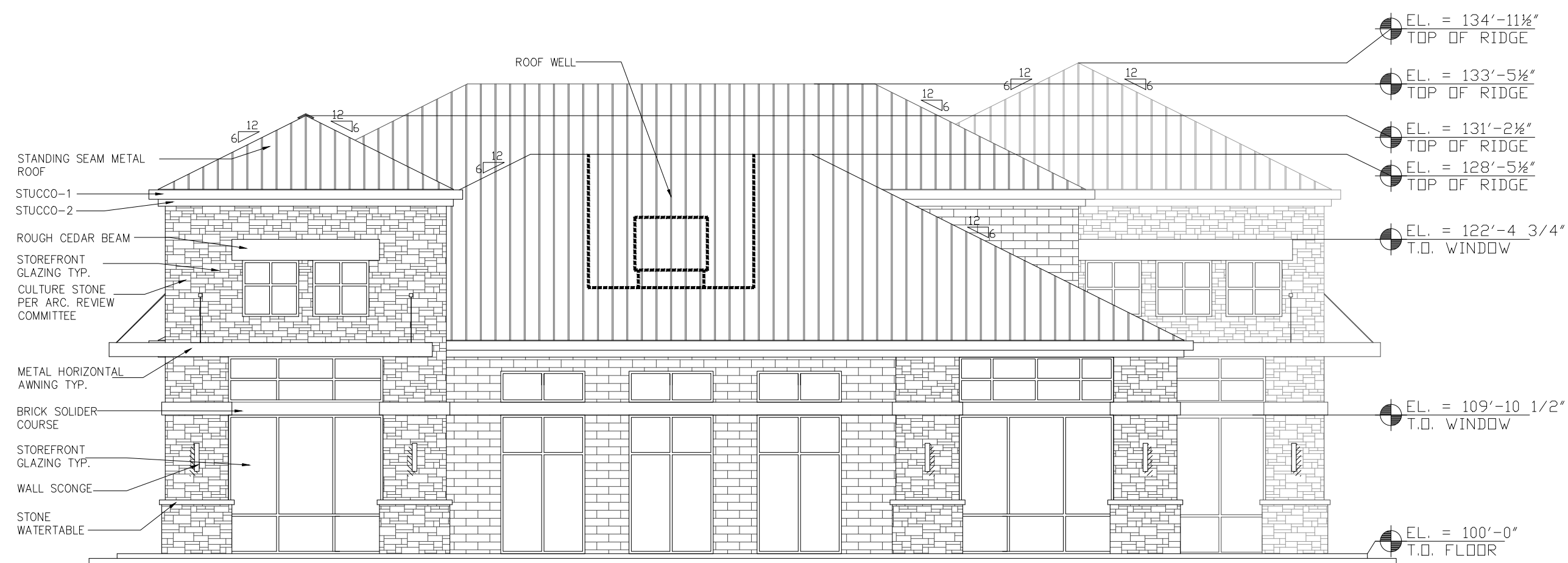
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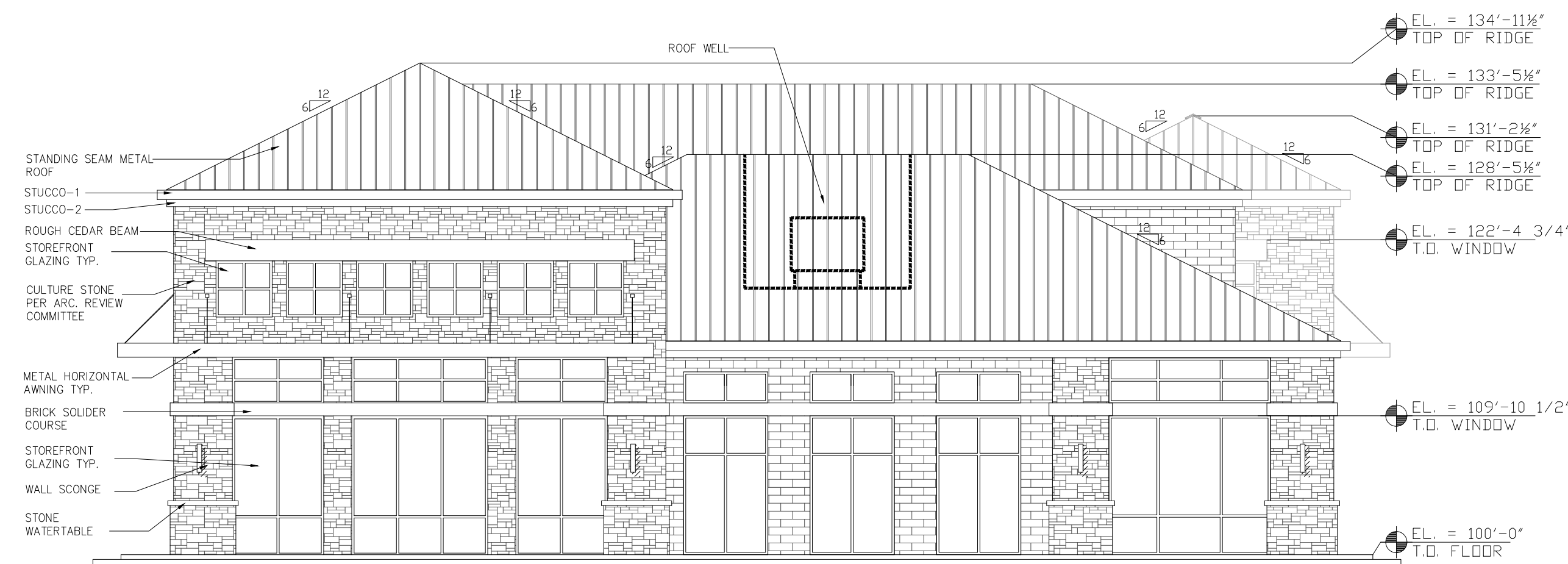
1 SOUTH ELEVATION (FRONT)
A2.1 SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION (BACK)
A2.1 SCALE: 1/8" = 1'-0"



3 EAST ELEVATION (LEFT)
A2.1 SCALE: 1/8" = 1'-0"



4 WEST ELEVATION (RIGHT)
A2.1 SCALE: 1/8" = 1'-0"

MATERIAL SPECIFICATION		
NO.	MATERIAL NAME	SPECIFICATION
1	BRICK VENEER	METRO BRICK-OLD SOUTH BRICK
2	CULTURE STONE	METRO BRICK MOCHA LEDGE STONE
3	ROOFING	STANDING SEAM METAL ROOF BERRIDGE MEDIUM BRONZE
4	STUCCO-1	PT-1 WHITE
5	STUCCO-2	LATTE -SW 6108 SHERWIN WILLIAMS

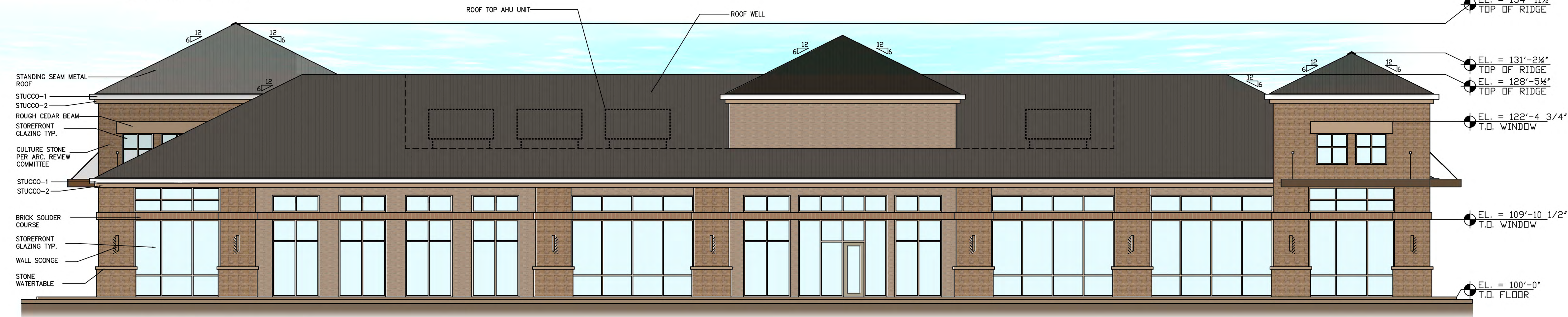
	SOUTH	%	NORTH	%	EAST	%	WEST	%
TOTAL FACADE AREA (SF)	3249.46 SF	-	3072.92 SF	-	1668.06 SF	-	1711.11 SF	-
DOORS/WINDOWS	1444.61 SF	-	1466.84 SF	-	659.25 SF	-	760.13 SF	-
FACADE AREA (SF) MINUS DOORS/WINDOWS	2230.11 SF	100.00	2153.44 SF	100.00	1008.81 SF	100.00	950.97 SF	100.00
PRIMARY MASONRY		97.24		97.06		93.90		93.53
BRICK VENEER	516.37 SF	23.15	472.23 SF	22.57	232.66 SF	23.06	226.29 SF	23.79
STONE	788.37 SF	35.35	676.10 SF	32.31	525.82 SF	52.12	466.42 SF	49.04
STUCCO-1 LIGHT	160.16 SF	7.18	158.18 SF	7.56	75.08 SF	7.44	74.55 SF	7.83
STUCCO-2 DARK	547.42 SF	24.54	567.64 SF	27.13	37.68 SF	3.73	46.13 SF	4.85
BRICK SOLDIER COURSE	156.29 SF	7.00	156.29 SF	7.47	76.07 SF	7.54	76.08 SF	8.00
ACCENT MATERIAL								
CEDAR WOOD	61.5 SF	2.76	61.5 SF	2.94	61.5 SF	6.10	61.5 SF	6.47

NO.	DATE	REVISION	BY

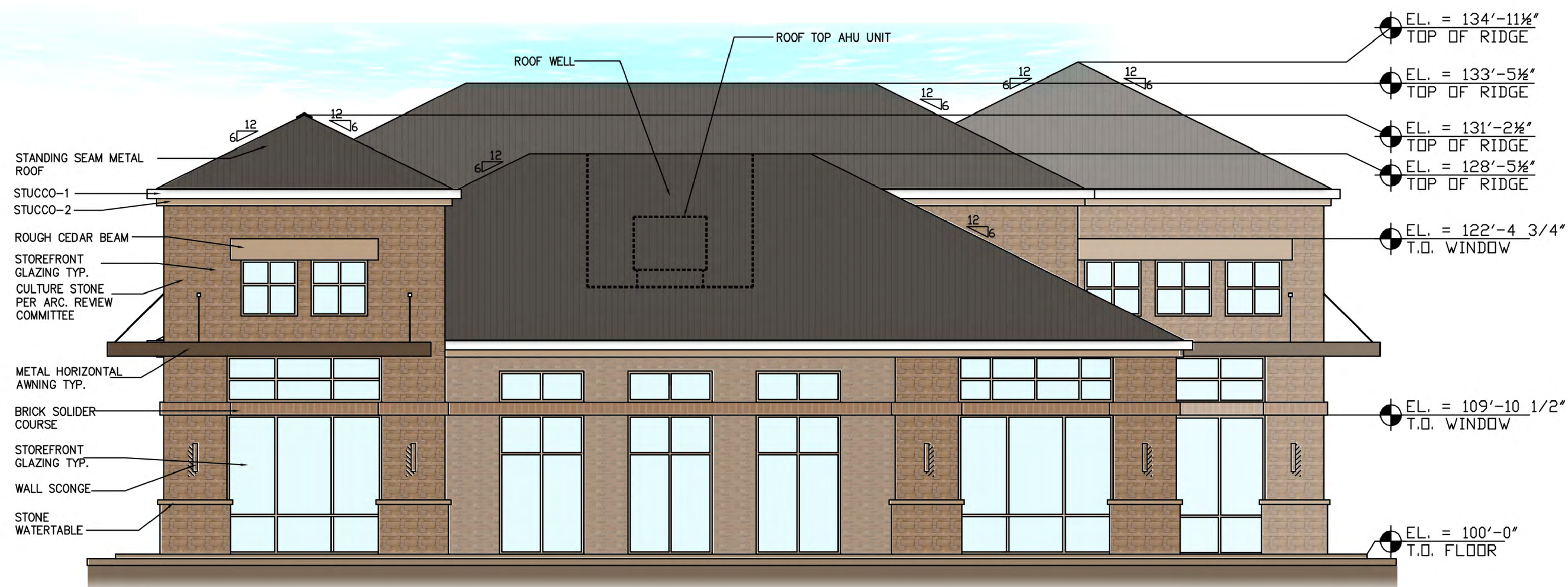
EXTERIOR ELEVATIONS	PROJECT NO:	DATE:	DRAWN BY:	CHECKED BY:
		06/27/2018		
SHEET #	REVISION #			
A2.2				



1 SOUTH ELEVATION (FRONT)
A2.1 SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION (BACK)
A2.1 SCALE: 1/8" = 1'-0"



3 EAST ELEVATION (LEFT)
A2.1 SCALE: 1/8" = 1'-0"



4 WEST ELEVATION (RIGHT)
A2.1 SCALE: 1/8" = 1'-0"

MATERIAL SPECIFICATION		
NO.	MATERIAL NAME	SPECIFICATION
1	BRICK VENEER	METRO BRICK-OLD SOUTH BRICK
2	CULTURE STONE	METRO BRICK MOCHA LEDGE STONE
3	ROOFING	STANDING SEAM METAL ROOF BERRIDGE MEDIUM BRONZE
4	STUCCO-1	PT-1 WHITE
5	STUCCO-2	LATTE -SW 6108 SHERWIN WILLIAMS

	SOUTH	%	NORTH	%	EAST	%	WEST	%
TOTAL FACADE AREA (SF)	3249.46 SF	—	3072.92 SF	—	1668.06 SF	—	1711.11 SF	—
DOORS/WINDOWS	1444.61 SF	—	1466.84 SF	—	659.25 SF	—	760.13 SF	—
FACADE AREA (SF)	2230.11 SF	100.00	2153.44 SF	100.00	1008.81 SF	100.00	950.97 SF	100.00
MINUS DOORS/WINDOWS								
PRIMARY MASONRY		97.24		97.06		93.90		93.53
BRICK VENEER	516.37 SF	23.15	472.23 SF	22.57	232.66 SF	23.06	226.29 SF	23.79
STONE	788.37 SF	35.35	676.10 SF	32.31	525.82 SF	52.12	466.42 SF	49.04
STUCCO-1 LIGHT	160.16 SF	7.18	158.18 SF	7.56	75.08 SF	7.44	74.55 SF	7.83
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BRICK SOLDIER COURSE	156.29 SF	7.00	156.29 SF	7.47	76.07 SF	7.54	76.08 SF	8.00
ACCENT MATERIAL								
CEDAR WOOD	61.5 SF	2.76	61.5 SF	2.94	61.5 SF	6.10	61.5 SF	6.47

BY	REV	DATE	NO.

PROJECT NO:	06/27/2018
DATE:	
DRAWN BY:	
CHECKED BY:	

B. Retail District-2 (R-2) uses. Development of the Retail District-2 (R-2) area designated on the Concept Plan, attached hereto as Exhibit “C,” for Retail District-2 (R-2) uses, comprising approximately ~~2.785~~ **2.756** acres, shall be in compliance with all regulations applicable to Retail District-2 (R-2) uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- a. **Permitted Uses:** Only the following permitted uses may be allowed by right in areas designated on Exhibit “C” as Retail District-2 (R-2) uses.

Accessory retail/service uses
 Accessory use, general, subject to section 98-972
 Antique shop
 Art gallery or handicraft sales
 Art supply store
 Auto parts and accessory sales (indoors)
 Bait and sporting goods sales
 Bakery or confectionery shop, retail
 Bank or savings and loan
 Book or stationary store or newsstand
 Cleaning/laundry pickup station only
 Cleaning/laundry shop with pickup station
 Cleaning shop or laundry pickup station
 Convenience store
 Custom personal service
 Dancing, drama, or music school or studio
Day care center
 Drugstore or pharmacy
 Florist
 Fraternal club or lodge
 Hardware store
 Health club or athletic club
 Laboratory, medical and dental
 Laboratory, scientific and research
 Local utility line
 Mortuary or funeral home
 Off-street parking, accessory
 Office, general business and professional
 Office, medical or dental
 Optical sales
 Parking lot, commercial
 Personal improvement services
 Pet store, subject to section 98-988
 Plant nursery or garden shop
 Public building, shop or yard
 Restaurant, fast food
 Restaurant, general
 Retail, general (indoors)
 Retail, single tenant (less than 25,000 square feet)
 Sewage pump station
 Supermarket
 Telephone equipment station

Theater
Travel bureau or consultant

- b. **Specific Uses:** Only the following specific uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses subject to approval of a Specific Use Permit (SUP) by the Town Council:

Amusement and recreation (indoors), subject to section 98-973
Assembly hall
Communication tower, commercial, subject to 98-977
Convenience store with gasoline sales
~~Day care center~~
Lithographic or print shop
Museum, library or art gallery, public
Recreation center
Veterinary hospital (inside pens)
Veterinary hospital (inside pens), subject to section 98-998

- c. **Temporary Uses:** Only the following temporary uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

Asphalt/concrete batch plant, temporary, subject to section 98-974
Building material yard and construction office
Field office, temporary

d. **Minimum and maximum dimensions.**

- i. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling unit requirement in the area designated for Retail District-2 (R-2) uses.
- ii. Minimum lot width. There shall be no minimum lot width requirement in the area designated for Retail District-2 (R-2) uses.
- iii. Minimum floor area per unit. There shall be no minimum floor area per dwelling unit requirement in the area designated for Retail District-2 (R-2) uses.
- iv. Minimum front yard. There shall be no minimum front yard requirement in the area designated for Retail District-2 (R-2) uses, subject to section 98-1026.
- v. Minimum side yard. There shall be no minimum side yard requirement in the area designated for Retail District-2 (R-2) uses, subject to section 98-1027.
- vi. Minimum rear yard. The minimum rear yard in the area designated for Retail District-2 (R-2) uses shall be 15 feet for all uses, subject to section 98-1028.
- vii. Maximum lot coverage. The maximum lot coverage in the area designated for Retail District-2 (R-2) uses shall be 50 percent for all uses, subject to section 98-1029.

- viii. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the area designated for Retail District-2 (R-2) uses.
 - ix. Maximum height. The maximum height of buildings and structures in the area designated for Retail District-2 (R-2) uses shall be two stories or 35 feet for all uses, subject to section 98-1031.
- C. Prohibited Uses:** Any use not indicated within the lists of Permitted Uses, Specific Uses, or Temporary Uses identified in Paragraphs A and/or B, above, shall not be permitted within this Planned Development District.
- D. Architectural Standards:** Development of Planned Development District No. 120 (PD-120) is subject to the Town's Urban Design Plan and the following specific building component elements:
- 1. The Development's Architectural theme will be in conformance with the Town's Urban Design Plan, and will utilize ~~natural~~ stone, brick, rough cedar, stucco, finished concrete tilt-wall, sloped metal roof accents, and ornamental iron and steel accents ~~which complement the abundant use of natural materials represented in Texas Hill Country Architecture.~~
 - 2. Building Component Standards; Building Elevation Profiles and Roof Form shall substantially conform to the approved Concept Elevations (Exhibit "E").
 - 3. The unified design theme depicted on the Concept Elevations (Exhibit E) shall be required within the development.
 - 4. Contrasting wall planes, architectural elements, and rooflines shall be used to create exemplary and enduring elevations. Building entries will be identified by various architectural features including ~~arches~~, canopies, and portals.
 - 5. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan. Buildings will reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from Arterial Roadways.
 - 6. Franchise utility panels and connection points shall be painted to match the color and texture of the building and located so that they are not visible from public roadways, except that Franchise utility panels and connection points facing Arterial Roadways will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Flower Mound Road.
 - 7. Colors should be earth tones, bronze metal color, or members of the beige, brown, and yellow family of color.
 - 8. Roof pitches shall conform to the Town's Master Plan. Sloped roofing shall be required for structures 15,000 square feet in area and less. Buildings of one or two stories over 15,000 square feet in area may have a flat or low-slope roof, but shall use a parapet wall or mansard roof along the building perimeter, so that the flat or

low-slope roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.

9. Specific Building Material Standards shall include:

- a. A minimum of eighty percent (80%) of the building wall area (not including doors and windows) on any elevation shall be of a primary masonry identified within the Town's Urban Design Plan. Up to twenty percent (20%) of any wall surface material on any elevation may be ~~stucco~~, fiber cement board, cementitious plaster, E.I.F.S., CMU, or a combination of all.
- b. The use of exposed standard concrete shall not be utilized for any elevation.
- c. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish, if available. Weathered steel will be permitted for signage.
- d. Outward facing mirrored glass shall not be used.
- e. Not more than fifteen percent (15%) of any elevation shall be comprised of a color that is not considered an earth or wood tone. White or shades of white shall be considered an earth tone color.

E. Landscape Standards:

1. Landscaping shall be in accordance with the Town's landscape ordinance as amended, and the Town's Urban Design Plan.
2. Enhanced landscaping at the Gateway corner shall incorporate various elements of the Town's Median and Right of Way Design Guidelines.

F. Miscellaneous Standards:

1. Any use utilizing a drive-through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of the site plan submittal.
2. Open Space Amenity and Pedestrian connectivity requirements within Planned Development District No. 120 (PD-120) shall incorporate the standards for such space as described by the Town's Urban Design Plan and include the following specific elements:
 - a. Town required eight-foot wide trail shall be provided along FM 3040 and Old Orchard Lane.
 - b. Internal sidewalks shall be provided that establish connection from the trail to the internal sidewalks within both residential and non-residential portions of the property. There will be a direct connection point between the residential area and the retail area, allowing residents the ability to walk directly to and from retailers and restaurants.

c. There will be 4-foot wide concrete walking paths that run in the open space areas between the residential lots within the proposed residential development.

d. Pedestrian open space shall be composed of hardscape and planting materials that offer visual and physical relief from the necessary parking and built environment. ~~The pedestrian open space amenities will act as organizing elements around which structures and parking are placed.~~

- ~~• Non residential open space shall include public walkways that create definable open pedestrian space and provide connectivity from the eight-foot hike and bike trail to retail as well as residential areas. Plaza areas between the retail buildings shall preserve existing large trees and provide areas for outdoor seating. Landscaping, decorative paving, benches, and other site furnishings shall be provided within these plaza areas as well as along the public walkways~~

i. Non-residential open space shall include walkways that provides connectivity to and from the eight-foot hike and bike trail as well as to and from the residential area.

Phase 1: 'Amenity Area' as shown on the Exhibit "C" (Concept Plan) and Exhibit "D" (Concept Landscape Plan) shall include the following and shall be installed prior to the issuance of a certificate of occupancy for the first building.

- Minimum of three seating items that may include a combination of any of the following: benches, seat walls, or large stones.
- Minimum of one raised planter having a minimum size of 400 square feet and minimum 20 inches tall with a seat wall.
- Minimum 800 square feet shade structure consisting of a material that complements the building.
- Minimum four decorative planter pots of 25 gallons each.
- Minimum of 1,500 square feet of outdoor seating/dining area.
- Enhanced pavement consisting of patterned colored concrete, brick pavers, or combination thereof within the 'Amenity Area.'
- Maintenance agreement for landscaping and 'Amenity Area' shall be provided at the time of record plat application.

Phase 2: In addition to the above amenities within 'Amenity Area,' Area B shall include the following amenities and shall be installed prior to the issuance of a certificate of occupancy for the second building.

- Minimum of one seating item that may include a combination of any of the following: benches, seat walls, or large stones.
- Minimum of five tree wells having a size of 5' x 6' minimum with a minimum of 600 cubic yards of CU-Structural Soil surrounding the outside of the 5'x 6' tree well. Tree well shall be clad in a material to complement the main building.
- Minimum three decorative planter pots of 25 gallons each.
- Enhanced pavement consisting of patterned colored concrete, brick pavers, or combination thereof, around the building located in Area B.

- ii. Residential open space identified amenities include a central amenity center adjacent to a pool, benches, a small linear pocket park, a water feature/detention pond with easy access to all residents, a small fruit orchard, and nice small open grassed areas for general recreational use.
 - At least two canopy trees shall be provided on all residential lots adjacent to the internal open space areas with a third canopy tree provided in the open space area adjacent to each such residential lot.
 - The open space area shall be maintained by the Homeowner's Association for the community.

3. Retention / Detention pond Requirements:

- a. Maintain a minimum of 4 feet of water depth
- b. Pond areas shall meet the minimum requirements of the Town's Design Criteria and Construction Standards.
- c. Retention pond area retaining walls shall utilize stacked stone, stone veneer, cut stone or engineered block walls that complement the material standards and colors for the development.
- d. A private maintenance agreement for the retention pond(s) shall be provided upon submittal of a record plat for the development.
- e. A fountain feature shall be provided in each retention pond.
- f. Any pump equipment for the fountain features that is above ground shall be screened in accordance with section 82-272 "Outdoor storage areas". Such screening shall be designed and constructed of materials that complement the development.

4. Site retaining wall requirements:

- a. All site retaining walls shall utilize stacked stone, stone veneer, cut stone, or faux stone that complements the material standards and colors for the development.

5. Reciprocal Easement requirements:

- a. The development shall be subject to an overall reciprocal easement agreement granting cross-access to and from the property to the west. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the development.

6. Monument signage at Gateway corner:

- ~~a. The Gateway signage at the northwest corner of the intersection of Old Orchard Lane and FM 3040 (Flower Mound Road) shall generally comply with the depiction contained in Exhibit "F".~~

- a. At the time of record plat for the non-residential portion, an easement measuring 20 feet by 20 feet (20' x 20') shall be provided at the southeast corner of the site as depicted on Exhibit "C" (Concept Plan) for a future Town Gateway Monument sign.

7. Fencing standards:

- a. All residential lots adjacent to open space areas, excluding subdivision perimeter fencing, shall have a minimum four foot (4') tall wrought iron fence in accordance with the Town of Flower Mound's Land Development Regulations on the property line that is common to the open space. All other areas of residential lots, not adjacent to open space areas, shall have typical wooden fencing that conforms to the Town's regulations.
- b. A six-foot tall wrought iron fence shall be constructed between the residential and retail areas, with a pedestrian wrought iron gate allowing access between the areas.
 - i. Notwithstanding the foregoing, a six-foot tall masonry wall shall be constructed between the residential and retail areas from the southern terminus of the perimeter screening wall adjacent to Old Orchard Lane and the residential portion of this development extending in a westerly direction a distance of approximately ninety feet (90') as shown on Exhibit "C" (Concept Plan).
 - ii. Notwithstanding the foregoing, existing wrought-iron fence between the residential and non-residential portions shall be partially replaced by a six-foot tall masonry wall beginning at the eastern terminus of the perimeter screening wall adjacent to Gerbera Drive and extending north to the northwest corner of the non-residential portion and then extending in an eastwardly direction along north property line of Area A and extending at least 20 feet into Area B to screen the dumpster located within Area B, for a total length of approximately 230 (230') linear feet of masonry wall as shown on Exhibit "C" (Concept Plan).

8. Compatibility buffer:

- a. A 25-foot compatibility landscape buffer shall be provided between the residential and retail developments. Five foot of the compatibility landscape buffer shall be provided within the retail portion of the development and the remaining 20 feet of the compatibility landscape buffer shall be provided within the residential portion of the development.
- b. Appropriate scaled landscape plants shall be installed on both sides of the six-foot tall wrought iron fence and masonry wall situated between the residential and retail areas of the development, ~~but there shall not be continuous dense six-foot understory plants within this compatibility landscape buffer area as the goal is to create some visibility between the retail area and the residential area to create a comfortable and safe point of access between the retail area and the residential area of the development.~~

- c. A minimum of 11 three-inch caliper mitigation trees shall be planted within the five-foot landscape buffer on the non-residential portion. A minimum of five mitigation trees planted within Area A shall be live oak trees (*Quercus virginiana*) or similar evergreen trees in order to provide year round screening. Area A shall also include a continuous dense six-foot tall evergreen shrubs planted within the five-foot landscape buffer.
- d. In addition to meeting the requirements of Sec. 82-272. - Outdoor storage areas of the Town's code of ordinance, any dumpster located in close proximity to the northern property line of the non-residential area shall be screened with minimum six-foot tall evergreen shrubs.
- e. One native shade tree, a minimum of three-inch caliper and of species included in section 94-242 of the Flower Mound Code, Approved tree lists, shall be provided at a ratio of one tree per 600 square feet within the required compatibility buffer area.

9. Phasing requirements:

- a. If the development of Planned Development District No. 120 (PD-120) includes phasing of any nature, such phasing shall be detailed in the subsequent development application, be it a Development Plan, Record Plat, or a Site Plan.
- b. Notwithstanding the foregoing, the first phase of development shall include the detention reservoirs, fire lanes and median cuts/turn lanes to support the first phase; curb cuts, utilities, amenity area within the first phase; eight-foot wide Town Trail along FM 3040 and Old Orchard for the entire length of the property; ~~and the entry monument~~ and perimeter landscaping for the residential portion. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.
- c. The first phase of non-residential shall include fire lanes required for phase one construction as depicted on Exhibit 'C', perimeter landscaping along entire length of FM 3040, Old Orchard, and within the five foot landscape buffer along the western and northern property lines, masonry wall along the western and northern property lines as set forth herein-above, and amenities located within the 'Amenity Area.' A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.

G. Exceptions and Variances:

The following exceptions shall be granted with the approval of Planned Development District No. 120 (PD-120):

- 1. An exception to Section 90-311, Street design standards, as authorized by Section 90-301, Exception to street standards, of the Code of Ordinances to allow for a reduced driveway spacing that permits the eastern-most road into the development to be placed two hundred eighty feet (280') away from the intersection of Old Orchard Road and Flower Mound Road.

2. An exception to Section 82-302(1), requirement for a brick wall or masonry wall between the residential and retail portion within this development to allow for the screening and fencing set forth herein-above.
3. An exception to Sec 82-302(2), requirement for a 25-foot landscape buffer within the retail portion of this development to allow for the screening and fencing set forth herein-above.
4. An exception to Sec 82-302(2), requirement for a continuous dense six-foot understory plants, and native shade trees, a minimum of three-inch caliper, at a ratio of one tree per 400 square feet of the buffer area between the residential and retail portion within this development to allow for the screening and fencing set forth herein-above.
5. An exception to Sec 82-303 (1), requirement for a 60-foot building setback for a single-story building to allow the proposed day care facility to be located at 20 feet from the western property line of Area A.

From: Shahan Bhaidani [mailto:]
Sent: Thursday, June 28, 2018 11:03 AM
To: Poornima Kashyap <poornima.kashyap@flower-mound.com>
Cc: Anthony Natale < >
Subject: Goddard School Project Update

Poornima,

I wanted to share an update on the most recent discussion that Anthony and I had.

I shared the most recent version of the plans with him, and Anthony highlighted some potential concerns with: (1) operating days and hours; (2) operating a commercial kitchen; (3) school bells; and (4) landscaping. I shared our plans on these topics, which are as follows:

(1) Operating Days and Hours

- We anticipate that we will be open Monday - Friday, likely from 6:30am to 7:00pm
- We will not be open on Saturday or Sunday, but we may hold school related events on these days. We do not anticipate holding more than 8 such events throughout the course of a year

(2) Operating a Commercial Kitchen

- We will not have a commercial kitchen in the building. We may have some light meal and snack preparation, but we are not planning to do any commercial grade cooking on-site

(3) School Bells

- We are not planning to use any school bells

(4) Landscaping

- Anthony suggested that we use Savannah Holly trees to better screen the dumpster area and Live Oak trees on the north and west side of the property. We are updating our landscape plan to incorporate these suggestions (Tom/Kevin mentioned they will provide this to you by EOD tomorrow)

Anthony mentioned the above plans address his outstanding concerns. We're also happy to document these plans if helpful.

Anthony -- please let me know if you think I missed anything from our conversation or if you had any outstanding questions or concerns.

Thanks,
Shahan

From: Anthony Natale [mailto:]
Sent: Saturday, June 9, 2018 3:22 PM
To: Poornima Kashyap <poornima.kashyap@flower-mound.com>
Cc: Sheryl Green <>; Shahan Bhaidani <>
Subject: RE: Introducing Anthony Natale (Grenadier Homes) and Shahan Bhaidani (Goddard Schools)

Poornima, thanks for the update.

Both Sheryl Green (our sales counselor at Orchard Flower) and I met with Shahan Bhaidani and his wife about 2 weeks ago to discuss their proposed project. Here are our general thoughts, and they can be shared with staff and P&Z and Town Council (not sure if you need an official letter from me or you can use this email to provide feedback to them):

- We think the Goddard School would generally be a good addition to this retail/commercial area that is adjacent to our Orchard Flower community
 - o would be quiet in the evenings M-F after 6:00PM when the school is closed
 - o Would be quiet on the weekends Sat/Sun as the school is closed during this time
 - o No food smells from a restaurant kitchen and no late night activity
 - o Building elevation and scale are very nice
 - o The quality of this school is top-notch and should attract nice families
- One of our few concerns was the potential for noise coming from the outdoor playgrounds during the day when they are in use. What we had requested from Shahan was the following:
 - o Addition of solid 6ft tall masonry fencing around the property perimeter wherever playgrounds are located and the addition of evergreen plantings that would be 10-20 ft tall... so that we could have better sound control, and visual barrier from Orchard Flower to the playground... we believe that would be better for both our residents and the kids playing in the playground area
 - o We did not discuss this at our meeting, but location of trash dumpsters adjacent to Orchard Flower could create odors drifting into Orchard Flower (especially on hot summer days and with diapers as one of the trash components of a pre-school) and affecting the quality of living for our adjacent homeowners... not sure how this can be best addressed, but should be looked at carefully by staff with this in mind

Taking the comments above, we would like to support the zoning modification requested by Shahan.

Let me know your thoughts please.

Thanks,

ANTHONY NATALE
President

5000 Quorum Drive, Suite 555
Dallas, TX 75254-1408

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NOS. 12-12 AND 52-14 WHICH ESTABLISHED AND LATER AMENDED PLANNED DEVELOPMENT DISTRICT NO. 120 (PD-120) ON CERTAIN PROPERTY DESCRIBED AS 2.756 ACRES OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NUMBER 49, AND BEING PART OF LOT 1, BLOCK A, WINBORN ADDITION; BY AMENDING THE DEVELOPMENT STANDARDS; BY MODIFYING THE CONCEPTUAL PLANS AND ELEVATIONS FOR THE RETAIL DISTRICT-2 (R-2) PORTION, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 2.756 acres of land situated in the Rosannah Baker Survey, Abstract Number 49, and being part of Lot 1, Block A, Winborn Addition, have filed an application for a Zoning Planned Development amendment to amend Ordinance Nos. 12-12 and 52-14 for Planned Development District No. 120 (PD-120); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on July 9, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 16, 2018, with respect to the Planned Development amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Planned Development amendment on the property;

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

SECTION 1

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

2.756 acres of land situated in the Rosannah Baker Survey, Abstract Number 49, and being part of Lot 1, Block A, Winborn Addition, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Exhibit "B" to Ordinance No. 12-12, entitled "Development Standards," as amended, is hereby amended to amend Paragraph B, "Retail District-2 (R-2) Uses;" Paragraph D, "Architectural Standards;" Paragraph F, "Miscellaneous Standards;" and Paragraph G, "Exceptions and Variances;" as shown on Exhibit "B" attached hereto and incorporated herein.

Exhibit "C," entitled "Retail Concept Plan," and Exhibit "D," entitled "Concept Landscape Plan" to Ordinance No. 12-12 are hereby amended to replace the conceptual plans for the Retail District-2 (R-2) portion of the Planned Development, with Exhibits "C" and "D" attached hereto and incorporated herein.

Exhibit "E" to Ordinance No. 12-12, entitled "Retail Building Elevations," is hereby amended to replace the conceptual elevations for the Retail buildings with, Exhibit "E" attached hereto and incorporated herein.

SECTION 2

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance Nos. 12-12 and 52-14 for Planned Development District No. 120 (PD-120), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 3

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

SECTION 4

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

SECTION 5

Any person, firm, or corporation who violates any provision of this Ordinance as adopted

ORDINANCE NO. _____

Page 3

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

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

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit "A"

Legal Description

LEGAL DESCRIPTION

BEING, a tract of land situated in the Rosannah Baker Survey, Abstract No. 49, in the Town of Flower Mound, Denton County, Texas, being part of a 19.662 acre tract, as described in Document No. 2007-92155 in the Deed Records of Denton County, Texas and part of Lot 1 Block A out of Winborn Addition, an addition to the Town of Flower Mound, Texas, as described in Cabinet N, Page 53 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING, at a $\frac{1}{2}$ inch iron found at the most easterly southeast corner of Lot 1 Block A out of said Winborn Addition and being the southeast corner of said 19.662 acre tract same being in the west line of Old Orchard Lane (80' R.O.W.);

THENCE, South $50^{\circ}30'21''$ West, along the south line of said Lot 1 and along the south line of said 19.662 acre tract, for a distance of 37.45 feet, to a $\frac{1}{2}$ inch iron rod found in the north line of F.M. 3040 (Variable R.O.W.), being on a curve to the left, having a radius of 1999.86 feet, a central angle of $07^{\circ}40'58''$;

THENCE, continuing along said south lines and the north line of said F.M. 3040 with said curve to the left for an arc distance of 268.16 feet (Chord Bearing North $82^{\circ}23'50''$ West - 267.96 feet), to a TxDot Aluminum Disk found, being the southwest corner of said Lot 1;

THENCE, South $00^{\circ}38'09''$ East, continuing along the north line of said F.M. 3040 and the south line of said 19.662 acre tract, for a distance of 19.46 feet, to a $\frac{1}{2}$ inch iron rod found;

THENCE, North $85^{\circ}49'30''$ West, continuing along said north and south lines, for a distance of 43.38 feet, to a $\frac{1}{2}$ inch iron rod found;

THENCE, North $88^{\circ}44'01''$ West, continuing along said north and south lines, for a distance of 100.00 feet, to a $\frac{1}{2}$ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, South $89^{\circ}48'58''$ West, continuing along said north and south lines, for a distance of 45.42 feet, to a $\frac{1}{2}$ inch iron rod found at the most southerly southeast corner of Orchard Flower Phase I, an addition the City of Flower Mound, as described in Doc. No. 2015-367 in said Plat Records;

THENCE, North $00^{\circ}39'53''$ West, departing said lines and with the east line of said Orchard Flower, for a distance of 244.67 feet, to a $\frac{1}{2}$ inch iron rod found at an interior ell corner of said Orchard Flower;

THENCE, North $89^{\circ}20'07''$ East, along a south line of said Orchard Flower, for a distance of 482.10 feet, to $\frac{1}{2}$ inch iron rod found at the most easterly southeast corner of said Orchard Flower and being in the west line of said Old Orchard Lane being in the east line of said 19.662 acre tract;

THENCE, South $00^{\circ}51'43''$ East, along said east and west lines, for a distance of 247.67 feet, to the POINT OF BEGINNING and continuing 2.756 acres of land.

Exhibit "B"
Development Standards

B. Retail District-2 (R-2) uses. Development of the Retail District-2 (R-2) area designated on the Concept Plan, attached hereto as Exhibit "C," for Retail District-2 (R-2) uses, comprising approximately 2.756 acres, shall be in compliance with all regulations applicable to Retail District-2 (R-2) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

1. Permitted Uses: Only the following permitted uses may be allowed by right in areas designated on Exhibit "C" as Retail District-2 (R-2) uses.

- Accessory retail/service uses
- Accessory use, general, subject to section 98-972
- Antique shop
- Art gallery or handicraft sales
- Art supply store
- Auto parts and accessory sales (indoors)
- Bait and sporting goods sales
- Bakery or confectionery shop, retail
- Bank or savings and loan
- Book or stationary store or newsstand
- Cleaning/laundry pickup station only
- Cleaning/laundry shop with pickup station
- Cleaning shop or laundry pickup station
- Convenience store
- Custom personal service
- Dancing, drama, or music school or studio
- Day care center
- Drugstore or pharmacy
- Florist
- Fraternal club or lodge
- Hardware store
- Health club or athletic club
- Laboratory, medical and dental
- Laboratory, scientific and research
- Local utility line
- Mortuary or funeral home
- Off-street parking, accessory
- Office, general business and professional
- Office, medical or dental
- Optical sales
- Parking lot, commercial
- Personal improvement services
- Pet store, subject to section 98-988
- Plant nursery or garden shop
- Public building, shop or yard
- Restaurant, fast food
- Restaurant, general
- Retail, general (indoors)
- Retail, single tenant (less than 25,000 square feet)
- Sewage pump station
- Supermarket
- Telephone equipment station
- Theater

Travel bureau or consultant

2. Specific Uses: Only the following specific uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses subject to approval of a Specific Use Permit (SUP) by the Town Council:

Amusement and recreation (indoors), subject to section 98-973
 Assembly hall
 Communication tower, commercial, subject to 98-977
 Convenience store with gasoline sales
 Lithographic or print shop
 Museum, library or art gallery, public
 Recreation center
 Veterinary hospital (inside pens)
 Veterinary hospital (inside pens), subject to section 98-998

3. Temporary Uses: Only the following temporary uses may be permitted in areas designated on Exhibit "C" as Retail District-2 (R-2) uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

Asphalt/concrete batch plant, temporary, subject to section 98-974
 Building material yard and construction office
 Field office, temporary

4. Minimum and maximum dimensions.

- i. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling unit requirement in the area designated for Retail District-2 (R-2) uses.
- ii. Minimum lot width. There shall be no minimum lot width requirement in the area designated for Retail District-2 (R-2) uses.
- iii. Minimum floor area per unit. There shall be no minimum floor area per dwelling unit requirement in the area designated for Retail District-2 (R-2) uses.
- iv. Minimum front yard. There shall be no minimum front yard requirement in the area designated for Retail District-2 (R-2) uses, subject to section 98-1026.
- v. Minimum side yard. There shall be no minimum side yard requirement in the area designated for Retail District-2 (R-2) uses, subject to section 98-1027.
- vi. Minimum rear yard. The minimum rear yard in the area designated for Retail District-2 (R-2) uses shall be 15 feet for all uses, subject to section 98-1028.
- vii. Maximum lot coverage. The maximum lot coverage in the area designated for Retail District-2 (R-2) uses shall be 50 percent for all uses, subject to section 98-1029.
- viii. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the area designated for Retail District-2 (R-2) uses.
- ix. Maximum height. The maximum height of buildings and structures in the area designated for Retail District-2 (R-2) uses shall be two stories or 35 feet for all uses, subject to section 98-1031.

D. Architectural Standards: Development of Planned Development District No. 120 (PD-120) is subject to the Town's Urban Design Plan and the following specific building component elements:

1. The Development's Architectural theme will be in conformance with the Town's Urban Design Plan, and will utilize stone, brick, rough cedar, stucco, finished concrete tilt-wall, sloped metal roof accents, and ornamental iron and steel accents.
2. Building Component Standards; Building Elevation Profiles and Roof Form shall substantially conform to the approved Concept Elevations (Exhibit "E").
3. The unified design theme depicted on the Concept Elevations (Exhibit E) shall be required within the development.
4. Contrasting wall planes, architectural elements, and rooflines shall be used to create exemplary and enduring elevations. Building entries will be identified by various architectural features including canopies and portals.
5. All building elevations will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan. Buildings will reflect an architectural prominence, with particular attention being paid to architectural quality on the facades, rooflines, and elevations visible from Arterial Roadways.
6. Franchise utility panels and connection points shall be painted to match the color and texture of the building and located so that they are not visible from public roadways, except that Franchise utility panels and connection points facing Arterial Roadways will be kept at a minimum and adequately screened, with additional landscaping or other approved material during the Site Plan approval process, to obstruct visibility from Flower Mound Road.
7. Colors should be earth tones, bronze metal color, or members of the beige, brown, and yellow family of color.
8. Roof pitches shall conform to the Town's Master Plan. Sloped roofing shall be required for structures 15,000 square feet in area and less. Buildings of one or two stories over 15,000 square feet in area may have a flat or low-slope roof, but shall use a parapet wall or mansard roof along the building perimeter, so that the flat or low-slope roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.
9. Specific Building Material Standards shall include:
 - a. A minimum of eighty percent (80%) of the building wall area (not including doors and windows) on any elevation shall be of a primary masonry identified within the Town's Urban Design Plan. Up to twenty percent (20%) of any wall surface material on any elevation may be fiber cement board, cementitious plaster, E.I.F.S., CMU, or a combination of all.
 - b. The use of exposed standard concrete shall not be utilized for any elevation.

- c. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish, if available. Weathered steel will be permitted for signage.
- d. Outward facing mirrored glass shall not be used.
- e. Not more than fifteen percent (15%) of any elevation shall be comprised of a color that is not considered an earth or wood tone. White or shades of white shall be considered an earth tone color.

F. Miscellaneous Standards:

1. Any use utilizing a drive-through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of the site plan submittal.
2. Open Space Amenity and Pedestrian connectivity requirements within Planned Development District No. 120 (PD-120) shall incorporate the standards for such space as described by the Town's Urban Design Plan and include the following specific elements:
 - a. Town required eight-foot wide trail shall be provided along FM 3040 and Old Orchard Lane.
 - b. Internal sidewalks shall be provided that establish connection from the trail to the internal sidewalks within both residential and non-residential portions of the property. There will be a direct connection point between the residential area and the retail area, allowing residents the ability to walk directly to and from retailers and restaurants.
 - c. There will be 4-foot wide concrete walking paths that run in the open space areas between the residential lots within the proposed residential development.
 - d. Pedestrian open space shall be composed of hardscape and planting materials that offer visual and physical relief from the necessary parking and built environment.
 - i. Non-residential open space shall include walkways that provides connectivity to and from the eight-foot hike and bike trail as well as to and from the residential area.

Phase 1: 'Amenity Area' as shown on the Exhibit "C" (Concept Plan) and Exhibit "D" (Concept Landscape Plan) shall include the following and shall be installed prior to the issuance of a certificate of occupancy for the first building.

 - Minimum of three seating items that may include a combination of any of the following: benches, seat walls, or large stones.
 - Minimum of one raised planter having a minimum size of 400 square feet and minimum 20 inches tall with a seat wall.
 - Minimum 800 square feet shade structure consisting of a material that complements the building.
 - Minimum four decorative planter pots of 25 gallons each.
 - Minimum of 1,500 square feet of outdoor seating/dining area.

- Enhanced pavement consisting of patterned colored concrete, brick pavers, or combination thereof within the 'Amenity Area.'
- Maintenance agreement for landscaping and 'Amenity Area' shall be provided at the time of record plat application.

Phase 2: In addition to the above amenities within 'Amenity Area,' Area B shall include the following amenities and shall be installed prior to the issuance of a certificate of occupancy for the second building.

- Minimum of one seating item that may include a combination of any of the following: benches, seat walls, or large stones.
 - Minimum of five tree wells having a size of 5' x 6' minimum with a minimum of 600 cubic yards of CU-Structural Soil surrounding the outside of the 5'x 6' tree well. Tree well shall be clad in a material to complement the main building.
 - Minimum three decorative planter pots of 25 gallons each.
 - Enhanced pavement consisting of patterned colored concrete, brick pavers, or combination thereof, around the building located in Area B.
- ii. Residential open space identified amenities include a central amenity center adjacent to a pool, benches, a small linear pocket park, a water feature/detention pond with easy access to all residents, a small fruit orchard, and nice small open grassed areas for general recreational use.
- At least two canopy trees shall be provided on all residential lots adjacent to the internal open space areas with a third canopy tree provided in the open space area adjacent to each such residential lot.
 - The open space area shall be maintained by the Homeowner's Association for the community.

3. Retention / Detention pond Requirements:

- a. Maintain a minimum of 4 feet of water depth
- b. Pond areas shall meet the minimum requirements of the Town's Design Criteria and Construction Standards.
- c. Retention pond area retaining walls shall utilize stacked stone, stone veneer, cut stone or engineered block walls that complement the material standards and colors for the development.
- d. A private maintenance agreement for the retention pond(s) shall be provided upon submittal of a record plat for the development.
- e. A fountain feature shall be provided in each retention pond.
- f. Any pump equipment for the fountain features that is above ground shall be screened in accordance with section 82-272 "Outdoor storage areas". Such

screening shall be designed and constructed of materials that complement the development.

4. Site retaining wall requirements:

- a. All site retaining walls shall utilize stacked stone, stone veneer, cut stone, or faux stone that complements the material standards and colors for the development.

5. Reciprocal Easement requirements:

- a. The development shall be subject to an overall reciprocal easement agreement granting cross-access to and from the property to the west. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the development.
- b. The development shall subject to an overall reciprocal shared parking agreement for all uses on the site. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the development.

6. Monument signage at Gateway corner:

- a. At the time of record plat for the non-residential portion, an easement measuring 20 feet by 20 feet (20' x 20') shall be provided at the southeast corner of the site as depicted on Exhibit "C" (Concept Plan) for a future Town Gateway Monument sign.

7. Fencing standards:

- a. All residential lots adjacent to open space areas, excluding subdivision perimeter fencing, shall have a minimum four foot (4') tall wrought iron fence in accordance with the Town of Flower Mound's Land Development Regulations on the property line that is common to the open space. All other areas of residential lots, not adjacent to open space areas, shall have typical wooden fencing that conforms to the Town's regulations.
- b. A six-foot tall wrought iron fence shall be constructed between the residential and retail areas, with a pedestrian wrought iron gate allowing access between the areas.
 - i. Notwithstanding the foregoing, a six-foot tall masonry wall shall be constructed between the residential and retail areas from the southern terminus of the perimeter screening wall adjacent to Old Orchard Lane and the residential portion of this development extending in a westerly direction a distance of approximately ninety feet (90') as shown on Exhibit "C" (Concept Plan).
 - ii. Notwithstanding the foregoing, existing wrought-iron fence between the residential and non-residential portions shall be partially replaced by a six-foot tall masonry wall beginning at the eastern terminus of the perimeter screening wall adjacent to Gerbera Drive and extending north to the northwest corner of the non-residential portion and then extending in an eastwardly direction along north property line of Area A and extending at least 20 feet into Area B to

screen the dumpster located within Area B, for a total length of approximately 230 (230') linear feet of masonry wall as shown on Exhibit "C" (Concept Plan).

8. Compatibility buffer:

- a. A 25-foot compatibility landscape buffer shall be provided between the residential and retail developments. Five foot of the compatibility landscape buffer shall be provided within the retail portion of the development and the remaining 20 feet of the compatibility landscape buffer shall be provided within the residential portion of the development.
- b. Appropriate scaled landscape plants shall be installed on both sides of the six-foot tall wrought iron fence and masonry wall situated between the residential and retail areas of the development.
- c. A minimum of 11 three-inch caliper mitigation trees shall be planted within the five-foot landscape buffer on the non-residential portion. A minimum of five mitigation trees planted within Area A shall be live oak trees or similar evergreen trees in order to provide year round screening. Area A shall also include a continuous dense six-foot tall evergreen shrubs planted within the five-foot landscape buffer.
- d. In addition to meeting the requirements of Sec. 82-272. - Outdoor storage areas of the Town's code of ordinance, any dumpster located in close proximity to the northern property line of the non-residential area shall be screened with minimum six-foot tall evergreen shrubs.
- e. One native shade tree, a minimum of three-inch caliper and of species included in section 94-242 of the Flower Mound Code, Approved tree lists, shall be provided at a ratio of one tree per 600 square feet within the required compatibility buffer area.

9. Phasing requirements:

- a. If the development of Planned Development District No. 120 (PD-120) includes phasing of any nature, such phasing shall be detailed in the subsequent development application, be it a Development Plan, Record Plat, or a Site Plan.
- b. Notwithstanding the foregoing, the first phase of development shall include the detention reservoirs, fire lanes and median cuts/turn lanes to support the first phase; curb cuts, utilities, amenity area within the first phase; eight-foot wide Town Trail along FM 3040 and Old Orchard for the entire length of the property; and perimeter landscaping for the residential portion. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.
- c. The first phase of non-residential shall include fire lanes required for phase one construction as depicted on Exhibit 'C', perimeter landscaping along entire length of FM 3040, Old Orchard, and within the five foot landscape buffer along the western and northern property lines, masonry wall along the western and northern property lines as set forth herein-above, and amenities located within the 'Amenity Area.' A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.

10. Hours of Operation:

- a. Day care center hours of operation are limited to between 6:30 a.m. to 7:00 p.m., Monday through Friday, except that special events such as an open house or tours of the site are allowed on weekends.
- b. Outdoor playground areas associated with the day care center are limited to between 9:00 a.m. and 5:00 p.m., Monday through Friday, except that special events such as an open house or tours of the site are allowed on weekends.

11. Commercial Kitchen:

A commercial grade kitchen for food preparation is prohibited in association with a day care center.

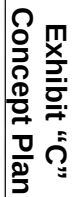
12. Sound:

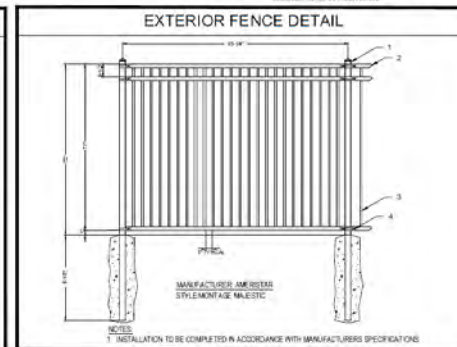
Equipment generating sound outside the day care (such as a bell tone) is prohibited.

G. Exceptions and Variances:

The following exceptions shall be granted with the approval of Planned Development District No. 120 (PD-120):

1. An exception to Section 90-311, Street design standards, as authorized by Section 90-301, Exception to street standards, of the Code of Ordinances to allow for a reduced driveway spacing that permits the eastern-most road into the development to be placed two hundred eighty feet (280') away from the intersection of Old Orchard Road and Flower Mound Road.
2. An exception to Section 82-302(1), requirement for a brick wall or masonry wall between the residential and retail portion within this development to allow for the screening and fencing set forth herein-above.
3. An exception to Sec 82-302(2), requirement for a 25-foot landscape buffer within the retail portion of this development to allow for the screening and fencing set forth herein-above.
4. An exception to Sec 82-302(2), requirement for a continuous dense six-foot understory plants, and native shade trees, a minimum of three-inch caliper, at a ratio of one tree per 400 square feet of the buffer area between the residential and retail portion within this development to allow for the screening and fencing set forth herein-above.
5. An exception to Sec 82-303 (1), requirement for a 60-foot building setback for a single-story building to allow the proposed day care facility to be located at a minimum distance of 20 feet from the western property line of Area A.



[illegible]





From: Shahan Bhaidani
Sent: Thursday, July 12, 2018 1:00 PM
To: Chuck Russell <chuck.russell@flower-mound.com>
Cc: Anthony Natale
Subject: Re: Goddard School Project Update

Hi Chuck, these conditions work for us. Thanks!

On Thu, Jul 12, 2018 at 1:51 PM, Chuck Russell <chuck.russell@flower-mound.com> wrote:

Please see my comments below in green. Mr. Bhaidani, please confirm your acceptance of these conditions, I will be including them in the draft ordinance that is going to Council.

Chuck Russell, AICP
Town Planner
Planning Services Division
Town of Flower Mound
[2121 Cross Timbers Road](#)
[Flower Mound, TX 75028](#)
972-874-6347
chuck.russell@flower-mound.com

From: Anthony Natale
Sent: Wednesday, July 11, 2018 3:13 PM
To: Chuck Russell <chuck.russell@flower-mound.com>

Cc: Shahan Bhaidani ; Cindi Price <cindi.price@flower-mound.com>; Tommy Dalton <tommy.dalton@flower-mound.com>
Subject: RE: Goddard School Project Update

Thank you. Very much appreciated.

Thanks,
ANTHONY NATALE
President



[5000 Quorum Drive, Suite 555](#)

[Dallas, TX 75254](#)-1408

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

Sent: Wednesday, July 11, 2018 2:47 PM

To: Anthony Natale

Cc: Shahan Bhaidani ; Cindi Price <cindi.price@flower-mound.com>; Tommy Dalton
<tommy.dalton@flower-mound.com>

Subject: RE: Goddard School Project Update

Thank you Anthony, I'll be distributing this e-mail to the Town Council as a part of their packet.

Chuck Russell, AICP
Town Planner
Planning Services Division
Town of Flower Mound
[2121 Cross Timbers Road](#)
[Flower Mound, TX 75028](#)
972-874-6347
chuck.russell@flower-mound.com

From: Anthony Natale

Sent: Tuesday, July 10, 2018 12:46 PM

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

Cc: Shahan Bhaidani

Subject: FW: Goddard School Project Update

Importance: High

Chuck, thanks for your time last night at the P&Z Meeting. As I mentioned, I've been working closely with Shahan on the Goddard School project. Below is the email chain that was sent to Poornima, prior to her departure for July. It was my intention to ask to have these items included as part of the zoning case. I didn't do a very good job of communicating that to the P&Z Commission last night, but I would like to make sure that is made clear to Town Council next week. With these provisions, which Shahan has said work for his Goddard School, I am happy to support the project.

Based on more recent communications prior to the P&Z meeting yesterday, there were a few other items clarified. I've made comments in RED in the below email sent originally to Poornima.

Shahan, I am copying you here on this email, so let me know if there is anything that we had not discussed or agreed on below.

Chuck, I am aware that the final decision is up to the Town Council, but what I want to do is be more clear about what we are requesting as we fully support the project.

Thanks,
ANTHONY NATALE
President



[5000 Quorum Drive, Suite 555](#)

[Dallas, TX 75254](#)-1408

From: Poornima Kashyap <poornima.kashyap@flower-mound.com>
Sent: Thursday, June 28, 2018 12:36 PM
To: Shahan Bhaidani
Cc: Anthony Natale
Subject: RE: Goddard School Project Update

Shahan,

Thank you including me in this correspondence.

Thank you,

Poornima Kashyap
Senior Planner
972 874 6349

From: Shahan Bhaidani
Sent: Thursday, June 28, 2018 11:03 AM
To: Poornima Kashyap <poornima.kashyap@flower-mound.com>
Cc: Anthony Natale
Subject: Goddard School Project Update

Poornima,

I wanted to share an update on the most recent discussion that Anthony and I had.

I shared the most recent version of the plans with him, and Anthony highlighted some potential concerns with: (1) operating days and hours; (2) operating a commercial kitchen; (3) school bells; and (4) landscaping. I shared our plans on these topics, which are as follows:

(1) Operating Days and Hours

- We anticipate that we will be open Monday - Friday, likely from 6:30am to 7:00pm (to be added to Zoning)

Added to ordinance.

- We will not be open on Saturday or Sunday, but we may hold school related events on these days. We do not anticipate holding more than 8 such events throughout the course of a year (to be added to Zoning... along with Playground areas will be toured but not open for prolonged playing)

This is covered by the provisions above and below, they will not be open as a functioning day care center on the weekends. I'll include special events, such as open house and tours are allowed on weekends.

- Outdoor playground areas cannot be used prior to 9:00AM or after 5:00PM (to be added to Zoning)

Will add to ordinance, outdoor playground will not be open as a part of the day care on weekends

(2) Operating a Commercial Kitchen

- We will not have a commercial (restaurant style) kitchen in the building. We may have some light meal and snack preparation, but we are not planning to do any commercial grade cooking on-site (to be added to Zoning)

Will add to ordinance.

(3) School Bells

- We are not planning to use any school bells (to be added to Zoning)

Will add to ordinance.

(4) Landscaping

- Anthony suggested that we use Savannah Holly trees to better screen the dumpster area and Live Oak trees on the north and west side of the property. We are updating our landscape plan to incorporate these suggestions (Tom/Kevin mentioned they will provide this to you by EOD tomorrow) (this does not have to be added to P&Z as it will be on the Site Plan submitted to Town Council for approval... the site landscape plan should reflect: 8-10ft tall evergreen trees (preferably Savannah Hollies) at time of installation/planting; 6ft tall masonry wall around perimeter of playground and trash areas (as currently shown) Agreed.

(5) Exterior Lighting in Playground areas... I mentioned this at the P&Z meeting last night. I had not talked about this with Shahan in advance, so I don't know his thoughts. Chuck, this is important to us, but maybe already covered in your Town ordinances. Can you give us some direction on this and what your ordinance requires?

The existing lighting ordinance is strict and does not allow light to "spill over" at the property line, fixtures are required to have full cut-off shielding.

Anthony mentioned the above plans address his outstanding concerns. We're also happy to document these plans if helpful.

Anthony -- please let me know if you think I missed anything from our conversation or if you had any outstanding questions or concerns.

Thanks,

Shahan



SCHEDULED	8/6/2018	Consent	Yucca Drive & Churchill Drive Construction Award.
		Consent	Consider approval of the purchase of traffic signal poles, in the estimated annual amount of \$80,000.00, from Structural & Steel Products, Inc., through a City of McKinney contract.
		Consent	Old Gerault Road 12-Inch Water Line Development Agreement.
		Consent	Freeman Road 12-Inch Water Line Development Agreement.
		Consent	FM 2499 at Gerault Corp Permit PSA.
		Consent	FM 1171 @ FM 2499 Eastbound Right Turn Lane Change Order No.3 and Final Acceptance.
		Consent	Consider approval of a resolution casting the Town of Flower Mound's vote for a member of the Board of Managers of the Denco Area 9-1-1 Emergency Communications District for a two-year term beginning October 1, 2018.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on July 16, 2018.
		Consent	Consider approval of the minutes from the strategic planning session held on July 17, 2018.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 20, 2018, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 17, 2018, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 20, 2018, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 17, 2018, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider approval of an ordinance establishing the 2018 certified appraisal roll.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2018, and ending September 30, 2019.

SCHEDULED	8/6/2018	Consent	Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2018, and ending September 30, 2019.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2018, and ending September 30, 2019; and scheduling August 20, 2018, public hearings on the budget and tax rate, September 4, 2018, public hearing on the tax rate, and scheduling the September 17, 2018, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider approval of a resolution authorizing the adoption of the Program Year 2018 Action Plan for Housing and Community Development Block Grant and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Regular	Consider a request for a Development Plan (DP18-0004 - Tinley Park) to develop a residential subdivision. The property is generally located south of Flower Mound Road and west of Duncan Lane. (Planning and Zoning Commission recommended by a vote of to at its July 23, 2018, meeting.)
	8/16/2018	Work Session	Hold a discussion and provide direction regarding the FY 2018-2019 Proposed Budget, including Community Support funding.
		Work Session	Budget workshop
	8/20/2018	Consent	Skillearn Road Testing Award.
		Consent	Skillearn Road Construction Award.
		Consent	Churchill Dr & Yucca Dr Testing Award.
		Consent	FM 2499 @ College Drive Signal - Change Order 1 and Final Acceptance.
		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	Flower Mound Police Department Phase 2 - Construction Award
		Regular	Placeholder: Silveron Thoroughfare Plan Amendment (postponed at the 3/19/18 Town Council Meeting)
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.

SCHEDULED	8/20/2018	Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/4/2018	Consent	High Road Water Line Replacement Phase I - Construction Award.
		Consent	High Road Water Line Replacement Phase I - Testing Award.
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/17/2018	Consent	Bakers Branch Interceptor Phase II - Testing Award.
		Consent	Bakers Branch Interceptor Phase II - Construction Award.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019, and making appropriations for each fund and department.
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2018 and ending on September 30, 2019, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2018.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019.
	9/20/2018	Work Session	Discuss Lakeside Reuse Master Plan
	10/1/2018	Consent	WWTP Phase IV CO & Final Acceptance.
		Consent	US 377 @ Canyon Falls Traffic Signal Construction Award.
		Consent	Central Fire Station Phase II Construction Award.
		Regular	Consider approval of a Cultural Arts Master Plan for the Town
	10/15/2018	Consent	Library Expansion Construction Award (GMP).

SCHEDULED	11/5/2018	Consent	Flower Mound Storage Warehouse - Construction Award.
	11/19/2018	Consent	Fire Station #7 Construction Award
		Consent	Fire Station #7 Testing Award.
		Consent	Library Expansion Testing Award.