# AGENDA

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

**8/6/2018**

**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
3. Prevention methods the Town uses for mosquito control
4. Park land dedication fees

**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 FY2018-19 budget work session is scheduled for Thursday, August 16, 2018.
2. A regular meeting is scheduled for Monday, August 20, 2018.
3. Discuss and consider date options for Board and Commission Interviews, with the proposed dates of Tuesday, Sept. 18th (6pm) and Thursday, Sept. 20th – after the work session item (7pm estimated).

## 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 7/16-** Consider approval of the minutes from a regular meeting of the Town Council held on July 16, 2018.
2. **Minutes 7/17-** Consider approval of the minutes from the strategic planning session held on July 17, 2018.
3. **Denco Appointment-** Consider approval of a resolution casting the Town of Flower Mound's vote to appoint Brandon Barth as 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.
4. **Town Hall Server Room Relocation-** Consider approval of the Statement of Work from Dell Equipment Move Center Services, to relocate the Town's Data Center to the new Town Hall, at a cost of $19,789.00; and authorization for the Mayor to execute same on behalf of the Town.
5. **Schedule Crime District Public Hearing-** 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.
6. **Schedule Fire District Public Hearing-** 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.
7. **Certified Appraisal Roll-** Consider approval of an ordinance establishing the 2018 certified appraisal roll.
8. **Certified Collection Rate-** 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.
9. **Effective and Rollback Tax Rates-** Consider accepting the submission of the notice of an effective tax rate of $0.427100 per $100 assessed valuation and a rollback tax rate of $0.443462 per $100 assessed valuation for the fiscal year beginning October 1, 2018, and ending September 30, 2019.

10. **Schedule Budget and Tax Rate-** Consider proposing a maximum tax rate of $0.4390 per $100 valuation for the fiscal year beginning October 1, 2018, and ending September 30, 2019; scheduling the 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 p.m., at Town Hall, located at 2121 Cross Timbers Road.

11. **CDBG 2018 Action Plan for HUD-** 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.

12. **Purchase Traffic Signal Poles-** Consider Approval of the purchase of traffic signal poles, in the estimated annual amount of $400,000.00, from Structural & Steel Products, Inc., through a City of McKinney contract.

13. **Purchase of raw water pump-** Consider approval of the emergency purchase of one raw water pump, at the wastewater treatment facility, from Xylem Water Solutions USA Inc., in the amount of $63,368.01.

14. **TIRZ Consultant Agreement-** Consider approval of a Consulting Agreement with Hawes Hill & Associates, LLP to conduct feasibility analysis for potential creation of a Tax Increment Reinvestment Zone (TIRZ), in the amount of $20,000.00; and authorization for the Mayor to execute same on behalf of the Town.

## J. REGULAR ITEMS

15. **Strategic Planning Report-** Consider adoption of the Town Council 2018 Strategic Planning Session Summary Report.

16. **Development Plan - Tinley Park-** 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. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 23, 2018, meeting.)*

## K. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 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. 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.

b. 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.**

## L. RECONVENE TO REGULAR MEETING

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

## M. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: Friday, August 3, 2018, 10:15 a.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott

**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:** August 6, 2018

**FROM:** Theresa Scott, Town Secretary

**ITEM:** **Consider approval of the minutes from a regular meeting of the Town Council held on July 16, 2018.**

**BACKGROUND INFORMATION:** The Town Council held a regular meeting on July 16, 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 as presented in the agenda caption.

**THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 16TH DAY OF JULY 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:

| | |
|---|---|
| Steve Dixon | Mayor |
| Jason Webb | Mayor Pro Tem |
| 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/CFO |
| Tommy Dalton | Assistant Town Manager |
| Chuck Russell | Town Planner |
| Tiffany Bruce | Executive Director of Public Works |

## A. CALL REGULAR MEETING TO ORDER

Mayor Dixon 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 Dixon led the pledges.

## D. PUBLIC COMMENT

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

| | **Speaker names and address** | **Subject *(as written on the form)*** |
|---|---|---|
| 1. | Vigyan Gotewal, 1801 Lake Forest Blvd | Lake Forest Blvd Extension |
| 2. | Sheetal Shastn, 2125 Bellanca Ct | Lake Forest Blvd Extension |
| 3. | Nitin Soni, 2300 Heather Ridge Dr | Lake Forest Blvd Extension |
| 4. | Denise Gumbart, 1913 Lake Forest Blvd | Lake Forest Blvd Connector |
| 5. | Shyamal Bapodara | Lake Forest Connector |
| 6. | Ben Dobson, 2936 Irving Blvd, Dallas, TX 75246** | Item 13 |

*Did not wish to speak – opposition to Lake Forest Connector
**Did not wish to speak – support of item 13

## E. ANNOUNCEMENTS

Councilmember Bryant expressed concerns regarding drownings at area lakes and encouraged everyone to practice water safety and wear a life jacket.

Councilmember Engel announced the Town is accepting applications for boards and commissions.

Mayor Pro Tem Webb and Mayor Dixon expressed appreciation for all the hard work that went into Independence Fest.

Mayor Dixon pointed out that he plans to streamline aspects of the Council meeting out of respect for everyone's time.

## F. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update and there was Council discussion on the following topics:

1. Update and status report related to capital improvement projects.

    - Background information about the Lake Forest improvement project.

2. Update and discussion on Economic Development projects.

    New retail or restaurant openings:
    - Hive Bakery in Parker Square
    - Nector Juice Bar (old Sears location near Fuzzy's Tacos)
    - Costa Vida (old Wells Fargo location near Fish City Grill)
    - 151 Coffee – Long Prairie Road N of the Neighborhood Walmart
    - Cici's Pizza is being rebranded as Cici's Beyond

    There will be a book sale at the Library August 3 – 5.

    and he responded to the following questions from Council:
    - Who holds the contract for Farmer's Market (Parker Square or the Town)

## G. FUTURE AGENDA ITEMS

1. Mayor Dixon expressed a concern regarding mosquitos and requested the topic be on the next agenda for discussion.

## 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.

Mayor Dixon announced the above referenced meeting dates.

## I. CONSENT ITEMS

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

   **DRAFT MOTION:** Move to approve minutes from a regular meeting of the Town Council held on June 26, 2018.

2. 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.

   **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 authorization for the Mayor to execute same on behalf of the Town.

3. 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.

   **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 authorization for the Mayor to execute same on behalf of the Town.

4. 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.

   **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.

**ORDINANCE NO. 22-18**

**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.**

5. Item 5 was pulled from consent and moved to regular items.

6. 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.

   **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.

7. 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.

   **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 authorization for the Mayor to execute same on behalf of the Town.

**ORDINANCE NO. 23-18**

**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.**

8. 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.

   **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 authorization for the Mayor to execute same on behalf of the Town.

9. 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.

   **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 authorization for the Mayor to execute same on behalf of the Town.

10. 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.

    **DRAFT MOTION:** Move to approve 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. 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.

    **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.

12. 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.

    **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, 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. 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.

    **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.

Mayor Pro Tem Webb moved to approve by consent Items 1-4, and 6-13. Councilmember Bryant 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: SHARMA, WEBB, BRYANT, ENGEL, FOREST**
**NAYS: NONE**

## J. REGULAR ITEMS

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.

   Councilmember Engel indicated he wanted this item pulled for the purpose of bringing attention to the vehicle replacement need based on his own knowledge. He also wanted to bring attention to the work of the Citizens Public Safety Patrol.

Councilmember Engel moved 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. Deputy Mayor Pro Tem Forest seconded the motion.

**VOTE ON MOTION:** *Motion passed*
**AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA**
**NAYS: NONE**

14. 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.

    **Staff Presentation**

    John Martin, Hilltop Securities, Financial Advisor to the Town

    Mr. Martin gave a presentation identifying or noting:
    - Purpose of the agenda item and associated process
    - Town's AAA rating affirmation report highlights
    - Debt management

Mayor Pro Tem Webb moved 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. Councilmember Bryant seconded the motion.

**ORDINANCE NO. 24-18**

**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.**

**VOTE ON MOTION:** *Motion passed*
**AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST**
**NAYS: NONE**

*Mayor Dixon opened items 15 and 16 at the same time.*

15. 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 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.)

**Staff Presentation**

Mr. Russell gave a presentation for items 15 and 16 identifying or noting:
- General and detailed location
- Land use and zoning
- Photographs of the site
- Zoning amendment
- Proposed PD-72 Standards (Uses)
- Existing PD-72 Standards (Trees)
- Existing PD-72 Exhibit
- Proposed PD-72 Standards (Trees)
- Tree survey
- Clarification regarding setbacks
- Clarification that the Planning and Zoning Commission always has the option of bringing forward a site plan to Council if they deem necessary (eliminating the need for that provision in the draft)

And he responded to the following questions or comments from Council regarding:
- Tree mitigation
- Clarification that the applicant is seeking a three-story building

**Applicant Presentation**

<u>Randi Rivera, G & A Consultants, 111 Hillside Dr, Lewisville</u>

Ms. Rivera gave a presentation identifying or noting:
- Aerial photos of the site
- Site photos
- Existing MPA/PD Regulations
- Specimen Tree Survey
- Proposed PD Regulations – trees
- Proposed PD Regulations - uses

And she, Mr. Russell, Mr. Dalton, or Mr. Meredith responded to the following questions from Council:
- A request for removal of the commercial parking lot as well as the public swimming pool from the proposed Office Zoning District use list
- Clarification regarding the tree canopy calculations, and associated legal issues on the proposed requirements
- What has been talked about from a slope perspective
- Has there been any input from the neighbors to the south
- What would the setback need to be for a three story building
- Clarification on all the changes that the motion would capture
- Clarification regarding the intent for the proposed PD uses
- Clarification regarding restrictions as it relates to the property to the east, and what is the tree canopy on that tract
- Tree mitigation options and associated requirements

Ms. Rivera indicated being acceptable to removing the commercial parking lot and the public swimming pool from the proposed PD uses list.

Mayor Dixon opened the Public Hearing for items 15 and 16 at 6:56 p.m.

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

| **Support: Comments/Questions** | **Opposition: Comments/Questions** | **Question(s)/Comments Only** |
|---|---|---|
| Brenda Johnson, 3711 Cross Timbers | None. | None. |
| Daryl Cothron, 3209 Chaucer Ln | | |

Mayor Dixon closed the Public Hearing for items 15 and 16 at 6:59 p.m.

**Item 15 Motion:**

<u>Mayor Pro Tem Webb moved 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,</u>

and depicted on Exhibit B thereto, which accompanied the change in land use designation, and adopt an ordinance providing for said amendment. Deputy Mayor Pro Tem Forest seconded the motion.

**ORDINANCE NO. 25-18**

**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.**

**VOTE ON MOTION:** *Motion passed*
**AYES: FOREST, ENGEL, BRYANT WEBB, SHARMA**
**NAYS: NONE**

**Item 16 Motion:**

Mayor Pro Tem Webb moved 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, excluding a commercial parking lot and a public swimming pool from the proposed PD-72 Standards (uses), and adopt an ordinance providing for said amendment. Councilmember Sharma seconded the motion.

**ORDINANCE NO.26-18**

**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.**

**VOTE ON MOTION:** *Motion passed*
**AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST**
**NAYS: NONE**

17. 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)

**Staff Presentation**

Mr. Russell gave a presentation identifying or noting

- General and detailed location
- Land use and zoning
- Photographs of site
- Concept plan
- Site plan
- Landscape plan details
- Building elevations
- Exception request
- Additional standards

And he responded to the following questions from Council:

- Are there any overhead lines in the area that would be impacted
- Clarification regarding the placement of the shrubs, and landscape plan details (planting of 8' trees versus 6' trees)
- Are the standards presented different from any other day care in Town
- Does the commercial grade kitchen standard apply to just the day care

**Applicant Presentation**

<u>Kevin Patel, Triangle Engineering, LLc, 1784 West Magnolia Dr, Allen, Texas</u>

Mr. Patel gave a presentation identifying or noting:

- Goddard School overview, building operations, site specific information

And he responded to a question from Council relative to their willingness to install 8' versus 6' trees, and he indicated being acceptable to that.

Mayor Dixon opened the Public Hearing at 7:23 p.m.

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

| Support: Comments/Questions | Opposition: Comments/Questions | Question(s)/Comments Only |
|---|---|---|
| Anthony Natale, 7312 Oakbluff Dr, Dallas, TX 75254 (Grenadier Homes) | None. | None. |

Mayor Dixon closed the Public Hearing at 7: 27 p.m.

Councilmember Bryant moved 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, with the provision that 8' instead of 6' Savannah Holly's be put in place at the time of planting, including the additional stipulations as agreed upon by the applicant and the neighboring developer, request certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment. Deputy Mayor Pro Tem Forest seconded the motion.

**ORDINANCE NO. 27-18**

**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.**

**VOTE ON MOTION:** *Motion passed*
**AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST**
**NAYS: NONE**

**K. BOARDS/COMMISSIONS (Executive Conference Room)**

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

No action taken.

**L./M. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 7:30 p.m. on July 16, 2018, 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, and reconvened into an open meeting at 8:57 p.m. on July 16, 2018, to take action on the items as follows:

**No action taken**

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

**No action taken**

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

**No action taken**

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

**No action taken**

**N. ADJOURN REGULAR MEETING**

Mayor Dixon adjourned the meeting at 8:57 p.m. on Monday, July 16, 2018, and all were in favor.

**TOWN OF FLOWER MOUND, TEXAS**

________________________________
**STEVE DIXON, MAYOR**

**ATTEST:**

________________________________
**THERESA SCOTT, TOWN SECRETARY**

# TOWN COUNCIL AGENDA ITEM NO. 2

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Theresa Scott, Town Secretary

**ITEM:** **Consider approval of the minutes from the strategic planning session held on July 17, 2018.**

**BACKGROUND INFORMATION:** The Town Council held a **strategic planning session held on July 17**, 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 as presented in the agenda caption.

**THE FLOWER MOUND TOWN COUNCIL STRATEGIC PLANNING SESSION HELD ON THE 17th DAY OF JULY 2018, IN THE FLOWER MOUND OPERATIONS AND MAINTENANCE FACILITY, LOCATED AT 201 SPINKS ROAD,IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 4:00 P.M.**

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

| | |
|---|---|
| Steve Dixon | Mayor |
| Jason Webb | Mayor Pro Tem |
| 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 |
| Jimmy Stathatos | Town Manager |
| Debra Wallace | Deputy Town Manager/CFO |
| Tommy Dalton | Assistant Town Manager |
| Tiffany Bruce | Executive Director of Public Works |
| Andrea Roy | Director of Economic Development |
| JP Walton | Assistant to the Town Manager |
| Andy Kancel | Police Chief |
| Matt Hoteling | Traffic Engineer |
| Eric Greaser | Fire Chief |
| Matt Hoteling | Traffic Engineer |
| Matt Woods | Director of Environmental Services |

## I. CALL STRATEGIC PLANNING SESSION TO ORDER

Mayor Dixon opened the strategic planning session at 4:03 p.m.

## II. AGENDA ITEMS

**Presentation and discussion of the Town's Strategic Plan including discussion of objectives, action items, targets, and performance for the goals of:**

There was a staff presentation and discussion on the following topics, which included direction from Council as warranted.

1) Safety and Security
2) First Rate Infrastructure
3) Financial Soundness and Operational Excellence
4) Superior Quality of Life
5) Dynamic Economic Environment
6) Regional Cooperation
7) Community Engagement
8) Quality Workforce

**<u>and including discussion and direction regarding:</u>**

A. Town Council Strategic Initiatives

*Town Council recessed at 6:45 p.m. and reconvened at 7:00 p.m.*

B. Economic development
   1. Tax Increment Reinvestment Zone (TIRZ) for Lakeside
C. Town facilities, programs, services, communication, and customer service, also including:
   1. Public/employee engagement
   2. Parks and recreation services, including parkland dedication requirements
   3. Citizen and employee survey
   4. Home rental inspections
   5. Board and commission input and communication process
   6. Outstanding Citizenship Recognition Program
   7. Town Council Rules of Procedure

D. Town infrastructure (transportation, sidewalks/connectivity, lighting, water, and wastewater), also including:
   1. Underground utilities
   2. Capital Improvement Projects
   3. Silveron Thoroughfare Plan
   4. Additional Morriss Road Improvements (north of FM 1171)
   5. Public transportation
   6. Traffic congestion solutions
   7. Water re-use

E. Development processes/standards/fees, neighborhood planning, growth, housing, SMARTGrowth, Master Plan, and zoning regulations, also including:
   1. Land use definitions

A strategic planning session report is scheduled to come forward for Council approval on August 6, 2018. Once adopted by Council the report will be posted to the Town Council section of the Town's website.

## III. <u>ADJOURN PLANNING SESSION</u>

Mayor Dixon adjourned the strategic planning session at 11:26 p.m. on Tuesday, July 17, 2018 and all were in favor.

**TOWN OF FLOWER MOUND, TEXAS**

_____________________________________

**STEVE DIXON, MAYOR**

**ATTEST:**

_____________________________________

**THERESA SCOTT, TOWN SECRETARY**

# TOWN COUNCIL AGENDA ITEM NO. 03
# CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Theresa Scott, Town Secretary

**ITEM:** **Consider approval of a resolution casting the Town of Flower Mound's vote to appoint Brandon Barth as 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.**

**BACKGROUND INFORMATION:** Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district". Each year the term of one of the two members appointed by participating municipalities expires. Click here for current FY2018 Board of Managers.

On March 15, 2018, the Denco Area 9-1-1 requested participating municipalities nominate a representative for potential appointment to the district's board of managers. On June 4, 2018 the Town Council nominated Brandon Barth, Emergency Management Officer. Three additional individuals were nominated by participating cities. Now the Denco Area 9-1-1 District is requesting each participating municipality vote for one of the nominees, with a deadline of September 15, 2018. The draft motion and resolution casts the Town's vote for its nominee - Brandon Barth.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

| Proposed Expenditure: | Account Number(s): |
|---|---|
| N/A | N/A |

**Finance Review by:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Letter from Denco, nominees and qualifications
2. Draft resolution

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

**Dt nco Area 9-1-1 District**
1075 inceton Street • Lewisville, TX 75067
Phon 972-221-0911 • Fax: 972-420-0709 • DENCO.ORG

RECEIVED
JUN 21 2018
Town of Flower Mound
Town Secretary's Office

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

FROM: Mark Payne, Executive Director MP

DATE: June 16, 2018

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

On March 15, 2018, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. The following nominations were received by the June 15, 2018 deadline:

| Nominee | Nominating Municipality |
|---|---|
| Jim Carter | City of Highland Village<br>City of Lewisville<br>Town of Copper Canyon<br>Town of Hickory Creek<br>Town of North Lake<br>Town of Trophy Club |
| Brandon Barth | Town of Flower Mound |
| Linda Hapeman | City of Denton |
| David Terre | City of The Colony |

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by 5 p.m. on September 15, 2018. Notification must come in the form of official council action. Enclosed is a sample resolution you may wish to use as well as bios or resumes of the nominees. Also enclosed for your reference, is a copy of the resolution outlining the board appointment process and a list of current board members.

Please send a copy of the resolution recording your council's action by mail to: Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or fax it to 972-420-0709. You may also email your response to Andrea Zepeda, Executive Assistant at andrea.zepeda@denco.org.

Thank you for your assistance in this matter.

Enclosures

## JIM CARTER

6101 Long Prairie Road, Suite 744-110 (817) 239-7791

Flower Mound, Texas 75028 jim.carter@icloud.com


## EDUCATION

| | |
|---|---|
| College Degree: | University of Georgia, B.B.A. Finance |
| Post Graduate: | Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association |

## PROFESSIONAL EXPERIENCE

| | |
|---|---|
| Department Head, Finance | General Motors Corporation |
| Vice-President | Frito-Lay, Inc., International – Domestic Development |
| President, C.E.O | Mercantile Corporation<br>Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W |
| Current: Principal | James P. Carter & Associates – Consultant & Mediator<br>To large/small business and governmental entities |
| Professional Licenses | Texas Real Estate License, Certified Mediator |

## PUBLIC SERVICE EXPERIENCE

| | |
|---|---|
| Mayor | Trophy Club, Texas – 14 years |
| Municipal Court Judge | Trophy Club, Texas – 12 years |
| County Commissioner | Denton County, Texas – 8 years |
| Vice President | Texas Association of Counties |
| President | Denton County Emergency Services District #1<br>Fire and Emergency Medical over 56 square miles<br>Serving 5 municipalities: (Argyle, Bartonville, Bopper Canyon, Corral City and Northlake);<br>Lantana Freshwater Supply Districts #6 and #7<br>and rural areas of Denton County |
| Texas State Board Member | SAFE-D – Train firefighter, EMTs, and paramedic |
| Board Member Denco 911 | Emergency telecommunications system that assists its member jurisdictions in responding to police, fire and medical emergency calls - 4 years. |

## COMMUNITY AND CHARITY SERVICES

| | |
|---|---|
| Baylor Healthcare System | Trustee – 10 Years |
| University of North Texas | President's Council |
| Texas Student Housing Corp | Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin |
| Boy Scouts of America | Longhorn Council, District Chairman |
| First Baptist Church, Trophy Club | Chairman, Stewardship Committee |
| American Heart Association | Board of Directors |
| Missions to Guatemala | Bring clean water to remote villages |

## BUSINESS ORGANIZATIONS

| | |
|---|---|
| North Texas Council of Governments | Transportation Board |
| Fort Worth Chamber of Commerce | Chairman, North Area Chamber<br>Annual Golf Tournament<br>Economic Development Council<br>Governmental Affairs Committee |
| Texas Alliance for Growth<br>Greater Fort Worth Area | Legislative Committee |
| Northeast Leadership Forum | Board of Directors, Chairman Mayors Forum, Chairman Legislative Committee |
| Metroport Partnership | Founding Member and Chairman |
| Northwest Community Partners | Founding Member, Chairman Board of Directors |
| Industrial Developer Association | Developer Representative |

## Military Service

United States Naval Reserve

**Honors: Who's Who in the South and Southwest, Who's Who in U.S. Executives**

# Brandon Barth

## PROFILE SUMMARY

Results-oriented, dependable self-starter who is knowledgeable of and experienced in media relations, customer service, safety, and hazardous materials work in a fast-paced, high-stress environment. Exhibits superior communication and multi-tasking skills with an acute attention to detail.

## EDUCATION

Bachelor of Business Administration, International Business

Georgia College & State University, Milledgeville, GA, May 2007

## PROFESSIONAL EXPERIENCE

**Flower Mound Fire Department, Town of Flower Mound, TX** **March 2014-Present**

<u>Emergency Management Officer</u>

- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Emergency Operations Plan. Plans the Town's response to disasters and ensures that all entities are able to respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Trains and coordinates activities in preparing for or responding to disaster situations with all Town departments, neighboring communities, schools, hospitals, and public and private agencies
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Responsible for ensuring operability of outdoor warning and other Town emergency communication systems.
- Serves as liaison with community, state and federal authorities concerned with disaster planning and response.
- Serves as one of the fire department's Fire Investigators
- Maintains certification as a State of Texas Firefighter and National Registry Emergency Medical Technician
- Coordinates the fire department's Citizen Fire Academy
- Serves as a Public Information Officer

**Allied International Emergency, Fort Worth, TX** **September 2013-March 2014**

<u>Operations Manager</u>

•Managed the daily operations of the company's Fort Worth/Corporate branch.
•Oversaw multiple hazardous materials and environmental remediation projects daily (500+ annually) in a rapid paced environment with multiple deadlines.
•Prepared bids and proposals to current and future customers.
•Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
•Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
•Executed service agreements with new customers during an emergency response.

# Brandon Barth

**Allied International Emergency, Fort Worth, TX** **May 2011-September 2013**

**Project Manager**

•Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
•Supervised projects through the emergency response, mitigation, remediation, and closure phases.
•Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
•Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
•Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
•Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
•Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
•Conducted sampling of water, air, and soil to determine potential contamination.
•Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.
•Wrote policies for new hires to the company.

**Baldwin County Fire Rescue, Milledgeville, GA** **January 2007-March 2011**

**Full-time Firefighter/Public Information Officer**

As the department's Public Information Officer, responsibilities include:

•Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
•Conducted interviews with local media outlets: newspaper, radio, and TV.
•Wrote news releases and operated the department's social media site.
•Redesigned the department's report writing system and making a quick reference guide to assist those writing reports.
•Interacted with members of the community in both emergency and non-emergency settings; requiring a unique set of customer service skills.
•Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
•Assisted in the development of presentations to the County Commissioners as well as the County Manager on behalf of the Fire Chief.
•Provided public service announcements to the public through the use of various media platforms.
•Assisted with grant and compliance research on behalf of the executive staff.

# Brandon Barth

As a Firefighter, responsibilities include:

•Worked 24 hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
•Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
•Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
•Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1
•Provided fire safety demonstrations and classes to children in the local school system.
•Wrote detailed incident reports based on the National Fire Incident Reporting System format.
•Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
•Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
Recognition: Awarded Firefighter of the Year for 2008-2009.

**Baldwin County Fire Rescue, Milledgeville, GA** **January 2005-January 2007**

**Part-time/Volunteer Firefighter**

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in excess of 80% of emergency calls and training drills and responded to emergencies via notification by pager.

**Linda R. Hapeman**
**Denton TX**

First and foremost, I am a proud mom and a proud Denton resident since 1980 when I moved from Athens, Tennessee. In my free time I enjoy volunteering with Keep Denton Beautiful and I vote regularly in all local, state and federal elections.

Since 2007, I have served as Safety, Security & Training Manager for Denton County Transportation Authority, Bus Operations. My duties include accident and incident investigation and emergency response program management. In 2016, I was invited to become an Associate Instructor for the Transportation Safety Institute under the Department of Transportation, traveling to transit agencies throughout the U.S. and provide emergency management instruction.

I serve on the Denton Emergency Preparedness Advisory Council (DEPAC). As DCTA Safety Manager, I had the responsibility of coordinating drill activities for DCTA as we hosted the 2018 Denton Emergency Management Full Scale Disaster Drill at the Downtown Denton Transit Center. I am honored to serve DENCO 9-1-1.

# Linda R. Hapeman

Denton, Texas

---

**Offering 25 Years Transportation Management Experience**

---

Well qualified U.S. DOT certified, transportation safety and emergency management professional currently serving as Safety, Security & Training Manager for Denton County Transportation Authority Bus Operations.

Areas of strength include:

* FTA, FHWA and OSHA Regulation
* Worker's Compensation
* Accident Investigation
* ADA Policy
* DOT Substance Abuse Program Management
* Human Resource Requirements
* Risk Management
* Transit Emergency Management

## Work History

---

**Associate Staff Member**
**Transportation Safety Institute 2016-Current**

**Safety, Security & Training Manager**
**Transit Management of Denton County - Denton, TX 2002-Current**

**Safety Coordinator**
**El Paso Los Angeles Limousine – El Paso, TX 2001-2003**

**Director of Transportation**
**Jacksonville I.S.D. – Jacksonville, TX 2000-2001**

**Branch Manager**
**Laidlaw Inc. – McKinney, TX 1998-2000**

**Special Needs Coordinator**
**Denton I.S.D. – Denton, TX 1985-1999**

**Certifications**
**Transportation Safety & Security Profession Certification**
**TSSP**

**Education**
**University of North Texas**
**Transportation Safety Institute**

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

## EDUCATION

Moberly Community College (2 Years)
Drake University
Earned a BS Degree in Business Administration and a Minor in Economics

## EMPLOYMENT HISTORY

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

## THE COLONY PLANNING and ZONING COMMISSION

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

## THE COLONY CITY COUNCIL

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

## HONORS RECEIVED

1982 Drake University Basketball Hall of Fame
1994 Moberly Community College Basketball Hall of Fame
1995-2003 Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team
1999 Received Wilson Wall of Fame Honor
2007 Selected as Moberly Community College Outstanding Alumni of The Year
2013 Received Washington High School Hall of Honor Award

**Why I believe I am uniquely qualified and very much desire to continue serving on the Denton Appraisal District Board of Directors:**

- Throughout my life I have served in leadership positions, particularly during my Wilson career and my City Council work. My formula for success has always been to work hard, stay organized, use common sense and live by the Golden Rule.

- I have enjoyed serving on this Board and I believe I have made significant contributions during my two terms. Based on my experience and performance, I am asking for your votes so I can win reelection to a third term. Thank you for your consideration of this request.

## ACCOMPLISHMENTS

During my 1st two year term I have worked with my fellow Board Members to achieve the following meaningful results:

1. Make sure we have a Quorum and I personally am able to contribute to each Board of Directors meeting by being there.

2. Help develop Annual Operating Budget and ensure that spending stays within budgeted funds while always looking for opportunities to save on expenses.

3. Participate in the development and actual evaluation of the Chief Appraisal Officer each year.

4. To better serve all Denton County property owners. We have opened an offsite location in the Lewisville Career Center so that folks who live or work in that area can go to an alternate location as opposed to driving all the way to Denton to file a property tax protest.

5. We have also started an online service that permits property owners to file property tax protest electronically. Thus eliminating the need to have to drive to our Denton location and file in person.

6. To improve employee morale, we have implemented a structured very successful flex work schedule for ALL employees.

If you have any questions or desire additional information, please contact me by phone @972-740-4526

# TOWN OF FLOWER MOUND, TEXAS

## RESOLUTION NO. ___18

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.**

**WHEREAS,** Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

**SECTION 1**

The Town of Flower Mound hereby votes to appoint Brandon Barth as a member of the Board of Managers for the Denco Area 9-1-1 Emergency Communication District for a two-year term beginning October 1, 2018.

**SECTION 2**

This Resolution shall become effective immediately upon its passage and approval.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF __ TO ___ ON THIS 6th DAY OF AUGUST, 2018.**

**APPROVED:**

_______________________________
**Steve Dixon, MAYOR**

**ATTEST:**

_______________________________________
**Theresa Scott, TOWN SECRETARY**

# TOWN COUNCIL AGENDA ITEM NO. 04

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Gary Bertagnolli, Director of Information Technology

**ITEM:** **Consider approval of the Statement of Work from Dell Equipment Move Center Services, to relocate the Town's Data Center to the new Town Hall, at a cost of $19,789.00; and authorization for the Mayor to execute same on behalf of the Town.**

**BACKGROUND INFORMATION:** The current Town Hall data center needs to be relocated to the new Town Hall Building on September 8, 2018. Dell Equipment Move Center Services (EMC) has proposed performing the move, under the Texas Department of Information Resources (DIR) contract, in the amount of $19,789.00, per the attached Statement of Work.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** $19,789.00

| Proposed Expenditure: | Account Number(s): |
|---|---|
| $19,789.00 | 505-111-62017 |

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

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

**ATTACHMENTS:**

1. Statement of Work - Dell EMC

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# Statement of Work for

## Data Center Equipment Move

## Flower Mound TX

## SFDC ID 13489615

31 July 2018

## Table of Contents Page

# 1 INTRODUCTION

| | |
|---|---|
| “**Dell EMC Services**” | Dell Marketing L.P. |
| “**Dell EMC Services Address**” | One Dell Way<br>Round Rock, Texas 78682 |
| “**Customer**” | Flower Mound TX |
| “**Customer Address**” | 2121 Cross Timbers Rd<br>Flower Mound, TX 75028 |
| “**SOW**” | This Statement of Work. |
| “**Services**” | The services as described in this SOW. |
| “**Agreement**” | This Statement of Work (“SOW”) sets forth the Services (as defined herein) to be performed by Dell Marketing LP (“Dell”) to The Town of Flower-Mound (“Customer”). The Services shall be performed in accordance with this SOW and the State of Texas Department of Information Resources Contract DIR TSO3763. All Customer use of software, online services, or software-enabled Services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Agreement. Confidentiality: All information supplied to customer for the purpose of this SOW is to be considered Dell Confidential. |
| “**Effective Date**” | The date of the last signature below. |
| “**Term**” | The term of this SOW will begin on the earlier of: i) the date of the invoice for the Services; or ii) the date of order confirmation from Dell EMC Services (the earlier date shall be deemed the “**Original Purchase Date**”) and shall expire on the date that is six (6) months following the Original Purchase Date. Except to the extent applicable law requires otherwise, Customer may use the Service one (1) time during the six-month period following the Original Purchase Date, at which time, the SOW will be deemed expired. Dell EMC Services’ delivery of the Services will be deemed satisfied after the expiration of the SOW even in the event the Services are not used by Customer. |
| “**Deliverables**” | Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by Dell EMC Services to Customer within the framework of fulfilling obligations under the SOW. |

The terms “**Dell EMC Services**”, “**Dell EMC Services Address**”, “**Customer**”, “**Customer Address**”, “**SOW**”, “**Services**”, “**Agreement**”, “**Effective Date**”, “**Term**” and “**Deliverables**” have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form
- Appendix B – Supported Sites
- Appendix C – Equipment List

**Version Control**

| Date | Version | Description | Completed By |
|---|---|---|---|
| 07/31/2018 | 4 | Updated Agreement | Matt Steele |
| 07/30/2018 | 3 | Updated SOW | Matt Steele |
| 07/20/2018 | 2 | Updated SOW (removed networking services components) | Lyn Parks |
| 07/13/2018 | 1 | Original SOW | Matt Steele |

# 2 SUMMARY OF SERVICE

This section provides an overview of the Services. This section does not form part of the SOW and is added for information purposes only.

- Data Center Equipment move

# 3 ENGAGEMENT DETAILS

In connection with this SOW, Dell EMC Services will perform the Services as specifically described herein.

## 3.1 Scope of Services

**Data Center Equipment move**

This Service provides for the relocation of Customer's Equipment in two (2) move events as detailed in Appendix C ("Equipment") from the current location to the new location detailed in the table in Appendix B ("Supported Sites"). The two sites for this Service are located within the same campus area.

Dell will provide the Services as specifically described herein which include the following:

- Project management and relocation of Customer Equipment.

Dell will perform the tasks in four (4) phases:

- Phase 1: Planning
- Phase 2: Prepare, pack and load Equipment – Origin Site
- Phase 3: Move equipment
- Phase 4: Unload, unpack and set up Equipment – Destination Site

### 3.1.1 Data Center Equipment Move

**Overview:**

Customer is having a planned outage and will move equipment to a new datacenter (Less than 5 miles from current location). The objective of this Service is to move the identified equipment to the new data center. This Service includes assisting in the shutting down of identified equipment, un-racking the equipment from racks, packaging and transporting equipment and once the equipment is at the new location, Dell will reinstall the same equipment, as well as powering on the same equipment.

**Planning:**

1) Review the site environmental and technical readiness requirements.
2) Confirm readiness review and installation dates and highlight stringent dependencies on complete Customer site readiness and product ship dates to meet the planned installation schedule.
3) Ensure that the Customer reviews, understands and accepts the terms and conditions of this Service.
4) Identify/validate all equipment that will be involved in move.
5) Capture all Dell service tags and validate warranty information.
6) Label all interconnect and power cabling, as necessary, to facilitate equipment move.
7) Document existing & new rack layout of equipment for destination location installation.
8) Document device shutdown and power up order procedures.
9) Verify new site location readiness.

**Data Center Equipment Move Key Service Tasks:**

1) Verify hardware functionality, documenting and notifying Customer of any issues.
    a) For Dell devices validate proper functionality and connectivity and that there are no current visual fault indicators or codes.
    b) For non-Dell devices, ensure that there are no visible fault indicators on devices.
2) Power off devices per documented shutdown order.
    a) Customer is responsible for providing power down of non-Dell devices.
3) Un-rack identified devices from existing data center racks and place in a centralized staging area within the immediate area of the current data center.
    a) Remove all device cabling and device rail kits from current racks.
4) Using Dell provided packaging, package devices for shipment to destination location.
5) Transport packaged devices to new location.
6) Unpack and inspect devices prior to installation.
7) Device installation:
    a) Mount rack related hardware (such as rails, brackets and tray) onto the rack.
    b) Mount devices into the rack per the documented rack layout.
    c) Install and route interconnect cabling; including power Ethernet, KVM and fibre cables, as necessary
8) Power up devices per documented power up procedure.
    a) Customer is responsible for providing power up of non-Dell devices.
9) Verify hardware functionality and notify Customer of any issues.
    a) For Dell devices validate proper functionality and connectivity and that there are no current visual fault indicators or codes.
    b) For non-Dell devices, validate that there are no visible fault indicators on devices.

**Project Closeout:**

1) Obtain customer sign off acceptance.

### 3.1.2 Project Management

Dell EMC Services will assign a single point of contact ("**SPOC**") to manage the delivery of this engagement. The responsibilities of the SPOC will include:

- Ownership of all formal project-related communications between Dell EMC Services and the Customer.
- Ensuring that each Deliverable is completed within the agreed timeframe.
- Management of the Dell EMC Services delivery schedule/plan.
- Management of Customer sign-off for receipt of Deliverables.

## 3.2 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Dell EMC Services is not responsible for resolving compatibility or other issues that cannot be resolved by the manufacturer or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
4. Cabling of any equipment outside of the rack.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, Dell EMC Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

## 3.3 Assumptions

Dell EMC Services has made the following specific assumptions while specifying the Services detailed in this SOW:

1. Customer's environment may include equipment that is out of warranty. Customer understands the risks of servicing affected equipment. There will be no escalation, hardware break/fix, or troubleshooting of any kind for equipment that does not have a valid warranty.
2. The relocation of Customer's Equipment in two (2) move events as detailed in Appendix C ("Equipment") will occur on the same day. The move events are intended to move the highest priority systems first.

## 3.4 Customer Responsibilities

Customer will provide reasonable and timely cooperation to Dell EMC Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, Dell EMC Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

1. Promptly notifying Dell EMC Services in writing of: a) any changes Customer makes to its information technology environment that may impact Dell EMC Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide Dell EMC Services with any required consents necessary to perform the Services.
3. Maintain a current version of an anti-virus application continuously running on any system to which Dell EMC Services is given access and will scan all Deliverables and the media on which they are delivered.
4. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before Dell EMC Services performs any work on Customer's production systems. Dell EMC Services is not responsible for Customer data.
5. Developing or providing documentation, materials and assistance to Dell EMC Services.
6. Unless this SOW specifically requires Dell EMC Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, Dell EMC Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Dell EMC Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
7. Ensuring the Dell EMC Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet Dell EMC Services' requirements for the products and Services purchased.
8. Prior to the start of this SOW, indicating to Dell EMC Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period

(the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.

9. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and Dell EMC Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
10. Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). Dell EMC Services may request that meetings be scheduled with Technical Contacts.
11. Making appropriate service outage windows available for Dell EMC Services as needed.
12. The physical and network security of Customer environment.
13. Providing power down and power up of non-Dell devices
14. Warranty Support as follows: Customer's environment may include Dell Equipment that is out of warranty. Prior to the Mover's arrival, Dell will check Equipment service tags for valid warranty information. Customer understands the risks of servicing affected Equipment. There will be no escalation, hardware break/fix, or troubleshooting of any kind for Dell Equipment that does not have a valid warranty.
    a. Customer is responsible for maintaining any spare parts (HDD, NICs, HBAs, etc) required.
    b. Customer is responsible for all warranty support for non-Dell systems, including but not limited to:
        i. Coordinating vendor support requirements for moving Equipment.
        ii. Engaging vendor technical support for issue resolution or parts dispatch

## 3.5 Service Hours

Service delivery will be scheduled following Dell's receipt of the signed SOW and, if applicable, the accompanying purchase orders, unless otherwise agreed upon by Customer and Dell. The estimated dates for beginning and conducting the project will be mutually agreed upon by Customer and Dell, and may require up to a thirty (30) day lead time in advance of setting the start date after receipt of the signed SOW and, if applicable, the accompanying purchase orders.

This Service will be provided, excluding holidays, according to the schedule established and agreed to by Customer and Dell.

Dell will make every effort to work within Customer's downtime window. However there are many unforeseen circumstances that can alter the timeline of a data center move. Dell may require flexibility in the downtime window to accommodate these factors.

## 3.6 Personnel Skills and Qualifications

Dell EMC Services will determine the number of personnel and the appropriate skill sets necessary to complete the Services.

# 4 COMPLETION AND ACCEPTANCE

Acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

# 5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Charges shall be as follows:

**Fixed fee one-time charge following Customer signature**

Dell EMC Services will invoice Customer upon Customer signature of the SOW the following one-time charge:

One-Time Charge: $19,789.00

## 5.1 Estimate Revisions

Should Dell EMC Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, Dell EMC Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

## 5.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, Dell EMC Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

## 5.3 Purchase Order Amount

Except as otherwise mutually agreed to by Customer and Dell, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: $19,789.00. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

## 5.4 Additional Pricing Terms

1. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell EMC Services after such thirty (30) day period, Dell EMC Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
2. The price for the Services is based on Customer's environment as disclosed to Dell EMC Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify Dell EMC Services in writing within five (5) business days.

The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, Dell EMC Services may terminate this SOW with notice to Customer.

3. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, Dell EMC Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.

4. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by Dell EMC Services vary by +/- five (5%) percent, Dell EMC Services has the right to adjust the pricing to reflect such changes.

5. All prices are in US Dollars and are exclusive of all applicable taxes.

6. During the delivery of the Services, if Customer requires changes to a scheduled Dell EMC Services activity, as defined by prior agreement or as documented in the agreed Dell EMC Services delivery schedule/plan, with less than eight (8) business days' notice to Dell EMC Services in writing, additional charges will apply where Dell EMC Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within three (3) months, Customer will reimburse Dell EMC Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.

7. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than eight (8) business days' notice to Dell EMC Services, additional charges may apply.

8. In the event the Term of this SOW extends beyond one (1) year, Dell EMC Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.

9. Schedule delays outside of Dell EMC Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

# 6 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and Dell EMC Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "**Change Management Process**") for managing changes to the SOW. Customer or Dell EMC Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form found in Appendix A.
- Change Validation – Dell EMC Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – Dell EMC Services will analyze the change request and make modifications to the Change Request Form as necessary.

- Change Implementation – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and Dell EMC Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor Dell EMC Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within seven (7) calendar days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, Dell EMC Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and Dell EMC Services.

# 7 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

1. Dell EMC Services may use affiliates and subcontractors to perform the Services.
2. Dell EMC Services may perform all or part of the Services off-site at a Dell EMC Services location or other location.
3. The Services may be performed outside the country in which Customer and/or Dell EMC Services is located. From time to time, Dell EMC Services may change the location where Services are performed and/or the party performing the Services; provided however, Dell EMC Services shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that Dell EMC Services will request Customer's participation in a Customer feedback survey. Additionally, Dell EMC Services may approach Customer to serve as reference regarding Dell EMC Services' performance of the Services. If Customer agrees to be a reference, Customer and Dell EMC Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between Dell EMC Services' customers and potential customers.
    - Customers are invited to join the program at the conclusion of their project for a period of one year.
    - Dell EMC Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
    - We limit usage of Customer reference to no more than once per month.
    - We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
5. Dell EMC Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than Dell EMC Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell EMC Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use

commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse Dell EMC Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.

6. Customer, not Dell EMC Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to Dell EMC Services. Dell EMC Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. Dell EMC Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and Dell EMC Services is entitled to rely on all decisions and approvals of Customer.

7. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. Dell EMC Services is not providing legal or regulatory advice.

8. Unless this SOW specifically requires otherwise, Dell EMC Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell EMC Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. Dell EMC Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by Dell EMC Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by Dell EMC Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.

9. Dell EMC Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.

10. To the extent Dell EMC Services' liability is not anyway excluded under the Agreement, Dell EMC Services will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.

11. Dell EMC Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.

12. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.

13. No Dell EMC product is or can be licensed or purchased under this document. Any purchase or licensing of Dell EMC products is governed by the terms of a separate license or purchase agreement between the parties. Dell EMC Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell EMC product.

14. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of

Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education.

15. Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not by varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

16. Customer must contact the project manager or Dell sales representative for any queries or concerns about this Service within ten (10) business days after the completion of this Service. If Dell determines that there is an issue resulting from this Service, Dell will use all reasonable means necessary to resolve the issue at no additional cost to Customer. Any queries or concerns after this ten (10) day time period should be directed to Dell Technical Support department directly; please reference your invoice for warranty contract and contact information.

17. The Service is not transferable by Customer.

18. The Service will not be provided for equipment that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new equipment or otherwise associated with normal office environments. Customer is liable for all costs and expenses associated with not informing Dell of any such contamination.

19. Dell may refuse to provide Services if, in its opinion, the condition, size or location of the equipment creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

20. **DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL NOT EXCEED THE FAIR MARKET VALUE TO REPAIR/REPLACE SUCH EQUIPMENT AS REASONABLY ESTABLISHED BY DELL.**

$250,000.00 of insurance is included with this Service.

# 8 ENGAGEMENT CONTACTS

The primary contacts for each party are identified below and may be changed only by written notice to the other party.

| | Dell EMC Services Document Drafter | Dell EMC Services Sales Contact | Customer Contact |
|---|---|---|---|
| Name | Matt Steele | David Galvan | Gary Bertagnolli |
| Phone | 512-728-5936 | 469-247-5764 | 972-874-6051 |
| Email | Matt.Steele@Dell.com | David_A_Galvan@Dell.com | garyb@flower-mound.com |

# 9 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via email to Dell EMC Services (with all pages in full) to Matt.Steele@Dell.com and David_A_Galvan@Dell.com, RE: Flower Mound TX, SFDC ID 13489615. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between Dell EMC Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

| Flower Mound TX | Dell Marketing L.P. |
|---|---|
| Signature: ______________________ | Signature: Matt Steele |
| Printed Name: ______________________ | Printed Name: Matt Steele |
| Title: ______________________ | Title: Services Solution Architect |
| Date: ______________________ | Date: 07/31/2018 |

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell EMC Services receives a purchase order ("**PO**") from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

# Appendix A: Change Request Form

The Change Request Form may be found at: **www.dell.com/servicecontracts/RFC**

# Appendix B: Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

| Supported Site | Address | City | State | Zip |
|---|---|---|---|---|
| Origin | 2121 Cross Timbers Rd | Flower Mound | TX | 75028 |
| Destination | 2121 Cross Timbers Rd | Flower Mound | TX | 75028 |

# Appendix C: Equipment List

| Data Center Move Equipment Listing | | | | | |
|---|---|---|---|---|---|
| # | Rack # | Manufacturer | Model | Dell Service Tag | Move Event |
| 1 | 1 | Dell | XC730xd - Nutanix-4 | 7BGSRD2 | 1 |
| 2 | 1 | Dell | XC730xd - Nutanix-3 | 85MWZ72 | 1 |
| 3 | 1 | Dell | XC730xd - Nutanix-2 | 85MXZ72 | 1 |
| 4 | 1 | Dell | XC730xd - Nutanix-1 | 85MVZ72 | 1 |
| 5 | 2 | Dell | R410 - NetMotion | 3HLYWQ1 | 1 |
| 6 | 2 | Dell | R610 - PS-TS-01 | FLRMZL1 | 1 |
| 7 | 1 | Dell | KVM 2161AD | | 2 |
| 8 | 1 | Dell | R410 - Incode | JQLGML1 | 2 |
| 9 | 1 | Dell | R410 - Telog | GXM3FQ1 | 2 |
| 10 | 1 | Dell | R610 - Tyler DB | 7X42TR1 | 2 |
| 11 | 1 | Dell | R620 - Arcview | JK0LQW1 | 2 |
| 12 | 1 | Dell | MD1200 | | 2 |
| 13 | 1 | Dell | R510 - Appassure | 2BKV7V1 | 2 |
| 14 | 1 | Dell/EMC | DataDomain | | 2 |
| 15 | 1 | Dell | NX3100 - Camsys10 | BPFVNS1 | 2 |
| 16 | 1 | Dell | NX3200 - Camsys5 | GPP7Q22 | 2 |
| 17 | 1 | Dell/EMC | DataDomain | | 2 |
| 18 | 1 | Dell | N4032F switch | 9TRRX42 | 2 |
| 19 | 1 | Dell | N4032F switch | 9VRRX42 | 2 |
| 20 | 2 | Dell | KVM 2161AD | | 2 |
| 21 | 2 | Dell | R410 - DNS | JQLDSL1 | 2 |
| 22 | 2 | Dell | R410 - GC | JQLFSL1 | 2 |
| 23 | 2 | Meru/Fortinet | MC3200 | | 2 |
| 24 | 2 | Dell | Kace 1100 | 5S9RV52 | 2 |
| 25 | 2 | LightSpeed Systems | Rocket appliance | | 2 |
| 26 | 2 | Dell | R620 - ArcGIS | HR870W1 | 2 |
| 27 | 2 | Dell | R620 - GISSQL | CLZWX12 | 2 |
| 28 | 2 | MultiTech | FaxFinder | | 2 |
| 29 | 2 | Mitel | 3300 Mxe III | | 2 |
| 30 | 2 | NetGear | Switch | | 2 |
| 31 | 2 | Edit Share | NAS | | 2 |
| 32 | 2 | NexSAN | Assureon | | 2 |
| 33 | 2 | NexSAN | E-Series | | 2 |
| 34 | 2 | Intel | S5000PSL | | 2 |
| 35 | 3 | SonicWall | NSA 2600 | C0EAE4826D34 | 2 |
| 36 | 3 | MikroTik | CCR1072-1G-8S+ | | 2 |
| 37 | 3 | MikroTik | CCR1072-1G-8S+ | | 2 |
| 38 | | SonicWall | NSA 5600 | | 2 |

| | | | | | |
|---|---|---|---|---|---|
| 39 | 3 | SonicWall | NSA 5600 | C0EAE4C59332 | 2 |
| 40 | 3 | Juniper | MX40? | | 2 |

# TOWN COUNCIL AGENDA ITEM NO. 05

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Tammy Wilson, Executive Director of Financial Services

**ITEM:** **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.**

**BACKGROUND INFORMATION:** The purpose of this agenda item is to schedule the August 20, 2018, public hearing on the Town of Flower Mound Crime Control and Prevention District (Crime District) budget and schedule the September 17, 2018, adoption of the FY 2018-2019 Crime District budget.

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

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:** N/A

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# TOWN COUNCIL AGENDA ITEM NO. 06

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Tammy Wilson, Executive Director of Financial Services

**ITEM:** **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.**

**BACKGROUND INFORMATION:** The purpose of this agenda item is to schedule the August 20, 2018, public hearing on the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) budget and schedule the September 17, 2018, adoption of the FY 2018-2019 Fire District budget.

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

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:** N/A

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# TOWN COUNCIL AGENDA ITEM NO. 07

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Tammy Wilson, Executive Director of Financial Services

**ITEM:** **Consider approval of an ordinance establishing the 2018 certified appraisal roll.**

**BACKGROUND INFORMATION:** Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2018.

There are three main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) set the value of the property in our Town's limits each year. Second, the Appraisal Review Boards (ARB) settle any disagreements between the taxpayers and the DCAD or the TAD about the value of any property under protest. Third, the Town decides how much money it will need to spend to provide services to taxpayers. This determines the total amount of taxes that will need to be collected.

The preliminary appraisal was provided by the DCAD and the TAD in mid May and the certified appraisal roll was provided in late July. The Chief Appraisers certify the appraisal rolls that allows the Town to calculate and submit the effective and rollback tax rates.

The total taxable value on the 2018 appraisal roll including estimated values under protest is $11,174,628,259. Once the tax rate is approved, the Town will be able to calculate its 2018 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately $804,533,989 of the 2018 appraisal roll is the incremental difference between the 2005 and 2018 appraised value of properties in the TIRZ.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**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 as presented in the agenda caption.

# TOWN OF FLOWER MOUND, TEXAS

## ORDINANCE NO.______

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2018 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Flower Mound, Texas (Town); and

**WHEREAS**, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and TAD to calculate the tax rate and rollback tax rate applicable to taxable property in the Town; and

**WHEREAS**, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

**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 and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

## SECTION 2

The Town Council hereby approves the 2018 appraisal roll of the Town, in the amount of $11,174,628,259 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

## SECTION 3

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

## SECTION 4

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 6th DAY OF AUGUST, 2018.**

**APPROVED:**

______________________________
**Steve Dixon, MAYOR**

**ATTEST:**

________________________________________________
**Theresa Scott, TOWN SECRETARY**

# TOWN COUNCIL AGENDA ITEM NO. 08

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Tammy Wilson, Executive Director of Financial Services

**ITEM:** **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.**

**BACKGROUND INFORMATION:** Ad valorem tax collection revenue is divided between the General Fund (for operation and maintenance), the Debt Service Fund (for payment of principal and interest on debt obligations), and the Tax Increment Reinvestment Zone (TIRZ) Fund. The Town's current rate of collection of ad valorem taxes is expected to meet or exceed 100 percent.

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2018-2019 fiscal year, which is one of the steps required by state law to establish the 2018-2019 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws have two purposes: 1) to make taxpayers aware of tax rate proposals; and 2) to allow taxpayers, in certain cases, to roll back or limit a tax increase.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:** N/A

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# TOWN COUNCIL AGENDA ITEM NO. 09

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Tammy Wilson, Executive Director of Financial Services

**ITEM:** **Consider accepting the submission of the notice of an effective tax rate of $0.427100 per $100 assessed valuation and a rollback tax rate of $0.443462 per $100 assessed valuation for the fiscal year beginning October 1, 2018, and ending September 30, 2019.**

**BACKGROUND INFORMATION:** State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their effective and rollback tax rates and the notice-and-hearing limit for the upcoming fiscal year. The effective tax rate allows the public to evaluate the relationship between taxes for the current fiscal year and the upcoming fiscal year. This rate will produce the same amount of tax revenue if applied to the same properties in both years. The rollback rate is the highest tax rate the Town can set before taxpayers can start rollback procedures.

All taxing units that levied property taxes in 2017 and intend to levy them in 2018 must calculate an effective tax rate and a rollback tax rate. Although the actual calculation is more detailed, the Town's effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

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

The rollback rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The rollback rate calculation allows municipalities to raise 108 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate.

State law also requires municipalities to publish the effective and rollback tax rates, and to hold two public hearings if the proposed tax rate exceeds the lower of the effective or rollback tax rate.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:** N/A

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# TOWN COUNCIL AGENDA ITEM NO. 10

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Tammy Wilson, Executive Director of Financial Services

**ITEM:** **Consider proposing a maximum tax rate of $0.4390 per $100 valuation for the fiscal year beginning October 1, 2018, and ending September 30, 2019; scheduling the 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 p.m., at Town Hall, located at 2121 Cross Timbers Road.**

**BACKGROUND INFORMATION:** Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to roll back or limit a tax increase. The Town Council must take a record vote on the maximum tax rate to be considered for the upcoming fiscal year. The adopted tax rate may not exceed this maximum rate.

The Town is required to hold two public hearings on the tax rate and publish a notice in the newspaper, on TV, and web site before adopting a tax rate that exceeds $0.427100 (the lower of the rollback rate or the effective tax rate).

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law. This public hearing is in addition to the tax rate public hearings required by the State Property Tax Code.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** $48,836,832

| Proposed Revenue: | Account Number(s): |
|---|---|
| $35,749,949 | 100-4105 Property Taxes |
| 9,554,978 | 110-4105 Property Taxes |
| 3,531,905 | 308-4105 Property Taxes |

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

**LEGAL REVIEW:** N/A

**ATTACHMENTS:** N/A

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# TOWN COUNCIL AGENDA ITEM NO. 11

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Brittni Barnett, Grants and Financial Analyst

**ITEM:** **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.**

**BACKGROUND INFORMATION:** This item is to consider approval of Flower Mound's Program Year 2018 Action Plan, which specifies that Community Development Block Grant funds will continue to be used for planning and administration, to subsidize Town-wide transit service for Town's elderly and severely disabled adults, and to continue funding the Residential Rehabilitation Program and the Minor Home Repair Program.

During 2002, the U.S. Department of Housing and Urban Development (HUD) recognized Flower Mound (the Town) as an Entitlement Community having a population exceeding 50,000 and awarded the Town a Community Development Block Grant (CDBG).

In May, HUD notified the Town that our jurisdiction's 2018 allocation is $192,892. In order to receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used.

Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them in order to achieve the identified strategic goals. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively.

Flower Mound's Program Year 2015-2019 Strategic Plan for Housing and Community Development was approved by the Town Council on July 3, 2015 and accepted by HUD on October 1, 2015.

**BOARD REVIEW/CITIZEN FEEDBACK:** Grants staff held a public hearing on June 19, 2018 to discuss the Action Plan. The Action Plan was also available for public comment for 30 business days on the Town website, at the Library, and at Town Hall. Staff did not receive any comments during these opportunities for feedback.

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** $192,892

| Proposed Expenditure: | Account Number(s): |
|---|---|
| $192,892 | CDBG Grant Fund |

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

**LEGAL REVIEW:** Stacie White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and proposed Program Year 2018 Action Plan for Housing and Community Development as to form and legality.

**ATTACHMENTS:**

1. Draft Resolution
2. Proposed Program Year 2018 Annual Action Plan

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

**TOWN OF FLOWER MOUND, TEXAS**

**RESOLUTION NO. _____________**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2018 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Program Year 2018 Action Plan (the "Plan") must be adopted by the Town of Flower Mound (the "Town") in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart B. McKinney Act of 1987, as amended; and

**WHEREAS,** the Plan has been made available for public review and comment for a thirty (30) business day period; and

**WHEREAS,** the Flower Mound Community Development Block Grant Advisory Committee (the "Committee") held a public hearing to allow for public comments regarding the Plan; and

**WHEREAS**, the Committee received no public comments during either of the aforementioned opportunities for feedback; and

**WHEREAS,** the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Program Year 2018 Action Plan and to authorize the Mayor to execute the Plan on behalf of the Town and submit same to the U.S. Department of Housing and Urban Development.

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

**SECTION 1**

That all of the above recitations are true and correct and adopted as if fully set out herein.

**SECTION 2**

The Town of Flower Mound's Program Year 2018 Action Plan for Housing and Community Development attached hereto as "Attachment 2" is hereby adopted.

**SECTION 3**

The Mayor is authorized to execute the Program Year 2018 Action Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

## SECTION 4

This Resolution shall become effective upon its adoption.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ______ TO ______, ON THIS THE 6th DAY OF AUGUST, 2018.**

**APPROVED:**

______________________________
**Steve Dixon, MAYOR**

**ATTEST:**

______________________________
**Theresa Scott, TOWN SECRETARY**

# TOWN OF FLOWER MOUND

# PROGRAM YEAR 2018

# ANNUAL ACTION PLAN

**Prepared for the U. S. Dept. of Housing and Urban Development**

## EXECUTIVE SUMMARY

### Introduction

The U.S. Department of Housing and Urban Development (HUD) requires that the Town of Flower Mound submit an Annual Action Plan every year in order to receive federal grant funds, which provide services and activities that benefit primarily low-to-moderate income individuals and households. The Town's 2018 Annual Action Plan outlines the activities that the Town will pursue with federal funds to meet the goals laid out in its 2015-2019 Consolidated Plan.

The Town of Flower Mound has demonstrated a commitment to serving its residents with the greatest needs. In addition to carrying out its Community Development Block Grant (CDBG) funded projects, the Town reaffirms this commitment by executing numerous other activities that benefit the entire community, including Flower Mound's low-and moderate-income residents. These activities include, improving and maintaining public facilities, parks, recreational facilities, streets and sidewalks, planting trees, maintaining the residential homestead exemption for those with disabilities and individuals sixty-five years and older, and fostering a balanced tax base and increased local employment by working to increase the number of businesses located in Flower Mound.

### Summarize the Objectives and Outcomes Identified in the Plan

Based on the level of CDBG funding expected this fiscal year and the goals put forth in the 2015-2019 Consolidated Plan, the Town has laid out objectives and outcomes to address the two following identified needs:

1. Continuous challenges in the Town's aging infrastructure. The Town believes it is imperative to maintain the Town's housing stock.
2. The absence of public transportation hurts the Town's elderly and disabled residents.

These outcomes and objectives can be found in the section titled "Annual Goals and Objectives" and include preserving the Town's existing housing stock by continuing the Residential Rehabilitation Program and Minor Home Repair Program and supporting a town-wide transportation service for the Town's elderly and residents with disabilities.

### Evaluation of Past Performance

Progress toward Annual Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Report (CAPER). The 2016 CAPER reported the results achieved in the second year of the Town's 2015-2019 Consolidated Plan.

Currently, the Town is on track to meet or exceed its housing and community development goals with the Residential Rehabilitation Program, the Minor Home Repair Program and the Town-wide Transportation Service.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents. The Town's CDBG accomplishments include completing fourteen Residential Rehabilitation Program projects, completing four projects as part of its Minor Home Repair Program, and subsidizing the town-wide transportation service for the elderly and those with disabilities.

It is important to note that the Town expended all of its CDBG funds for activities that principally benefitted low-and-moderate-income residents, with the exception of funds allocated toward Planning and Administration.

### Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager and Deputy Town Manager/CFO. In addition to oversight

and input from the committee, the Town also hosts a public hearing and a public comment period that lasts 30 business days for the Annual Acton Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall, the Library and information published on social media and the Town's website.
During years in which the Town develops a Consolidated Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site.

**Summary of Public Comments**
Public Comments are summarized in the citizen participation appendix.

**Summary of comments or views not accepted and the reasons for not accepting them.**
All public comments and views were accepted.

**Summary**
The Town of Flower Mound's 2018 Annual Action Plan sets forth objectives, strategies and goals for improving the quality of life of low-to-moderate-income residents of the Town during the planning year in accordance with the Town's 2015-2019 Consolidated Plan.

**LEAD AND RESPONSIBLE AGENCIES**

**Narrative**
Leadership responsibility for the success of this program ultimately rests with the Town of Flower Mound and, more specifically, with the Financial Services Division. Financial Services staff assists in coordinating the efforts of the entities involved, making periodic progress reports to federal, state and local governmental bodies and encouraging involvement from the business community.

**Annual Action Plan Public Contact Information**
Town of Flower Mound
c/o Brittni Barnett
Grants and Financial Analyst
2121 Cross Timbers Rd.
Flower Mound, TX 75028
972-874-6040
Brittni.Barnett@Flower-Mound.com

**CONSULTATION**

**Introduction**
The Town of Flower Mound's Financial Services Department is responsible for coordinating the consultation process for the Annual Action Plan. The Annual Action Plan is published on the Town's website and made available for review at Town Hall and the Flower Mound Public Library. The Citizen Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process, such as providing the Town with information on housing and community development needs as part of the preparation of the Annual Action Plan. Additionally, the Town conducts at least one public hearing during the development process before the Annual Action Plan is finalized and allows for a comment period lasting 30 business days to obtain residents' feedback and questions. Public hearings

are held at Town Hall, which is easily accessible to all residents. The Town also provides updates and information about the process as needed at meetings with local agencies such as the quarterly Agency Roundtable and the Denton County Homeless Coalition meetings.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.**
As needed, the Town's Financial Services Department provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized.
While preparing the Annual Action Plan, the Town consulted with and collected information from various Town departments and outside agencies that are responsible for administering programs covered or affected by the Annual Action Plan. Some of these outside agencies include the Denton Housing Authority and Denton County Homeless Coalition.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**
The Town of Flower Mound is an active member of the Denton County Homeless Coalition, as well as the Denton County Homeless Coalition Steering Committee. Although, per the Point-in-Time Count conducted by the Denton County Homeless Coalition, there are no known homeless individuals in Flower Mound, staff participates in the meetings to ensure that services are available for those currently at risk of becoming homeless as well as those who are actually homeless, should the need arise.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.**
Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town coordinates with the local CoC thorough regular attendance, membership and participation in various committees within the Denton County Homeless Coalition. The Town also assists the Coalition with the annual Point-in-Time Count and coordinates with the CoC and the Coalition in finalizing results and utilizing data for the planning of services for homeless individuals in Denton County.

**Identify any Agency Types not consulted and provide rationale for not consulting:**
The Town made every effort to consult all relevant agency types and did not specifically or purposefully exclude any particular agency type.

**Describe other local/regional/state/federal planning efforts considered when preparing the Plan.**
Lead Organization: Denton County Homeless Coalition
**How do the goals of your Strategic Plan overlap with the goals of each plan:** The Strategic Plan incorporates strategies and efforts implemented by the CoC.

**Narrative (Optional)**
Please see above.

## PARTICIPATION

**Summarize citizen participation process and how it impacted goal-setting.**

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager and Deputy Town Manager/CFO. In addition to oversight and input from the committee, the Town also hosts a public hearing and provides a public comment period for 30 business days for the Annual Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall and the Library. Information is also published on the Town's social media accounts and the Town website.

During years in which the Town develops a Consolidated Plan, the Town conducts an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site.

The Public Hearing for this year's Annual Action Plan was held at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices stated that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library. Both of these buildings are accessible to those with limited mobility.

For the PY 2018 Annual Action Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, Denton County Homeless Coalition, public service agencies and staff in various Town departments.

The goals and priorities for the Annual Action Plan were greatly impacted by feedback garnered from these various efforts as well as the Town's current Consolidated Plan.

## EXPECTED RESOURCES

**Introduction:**

This section discusses the resources that will be used to meet the goals of the 2018 Annual Action Plan.

**Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:**

The Town's Financial Services Department is the lead agency for the implementation of the Community Development Plan and the administration of CDBG funding. Internally, the Financial Services Department works in collaboration with all Town departments to deliver projects, services and other benefits to eligible clients. Externally, the Department works with clients and subrecipients of the program.

To effectively implement the Community Development Plan, funding for carrying out the plan comes from CDGB funds as well as the Town Council. The Town Council makes available an average of more than $250,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Additionally, the contracted provider of the Town's transportation program applied and received a grant this year from the North Central Texas Council of Governments, funded by the Federal Transit Administration. This 3-year grant totals $159,398, and along with our CDBG allocation, will go a long way in supporting the Town-wide Transportation Program, which has seen a significant increase in eligible riders over the past year.

There are no matching requirements for CDBG funds.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:**
The Town does not intend to use publically owned land or property to fulfill the goals of the 2018 Annual Action Plan.

**Discussion:**
Please see above.

**ANNUAL GOALS AND OBJECTIVES**

**Goals:**
**1. Preserve Existing Housing Stock:** Continue to fund the Town's Residential Rehabilitation Program and Minor Home Repair Program. These programs are designed to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units. Quantity: 4 (Homeowner Housing Rehabilitated)
**2. Transportation Services:** Continue to fund the Town's town-wide transit service for the Town's elderly who are 65 years and older and adults with severe disabilities. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas. Quantity: 25 (Public service activities other than Low/Moderate Income Housing Benefit)
**3. Planning and Administration:** Up to 20 percent of total CDBG grant expenditures will be used for planning and administration. Quantity: 1 (Other)

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):** 4

**PROJECTS**

**Introduction:**
This document serves as the Town of Flower Mound's 2018 Annual Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2018 program year to address Flower Mound's strategies stated in the 2015-2019 Consolidated Plan for Housing and Community Development. The following five-year goals were identified in the 2015-2019 Consolidated Plan:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program and Minor Home Repair Program.
- Planning and Administration
- Provide transportation services through a Town-wide program for adults who are 65 and older and adults with disabilities.

This section details the projects proposed for the 2018-2019 program year.

**Projects:**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:**

- $28,900- Town-wide transit service
- $12,000- Planning and Administration
- $30,000- Minor Home Repair
- $121,992- Residential Rehabilitation Program

The Town, under advisement from the Community Development Advisory Committee, has allocated funds to its various projects based on past performance and anticipated need. The largest obstacle the Town faces in addressing the underserved needs is a lack of sufficient resources.

**GEOGRAPHIC DISTRIBUTION**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:**
Because of the size of the Town's funding allocation, the Advisory Committee decided not to target a certain area of the Town for assistance. All of the activities are intended to have a town-wide benefit.

**Geographic Distribution: Town of Flower Mound-**100%

**Rationale for the priorities for allocating investments geographically** N/A

**Discussion:** Please see above.

**AFFORDABLE HOUSING**

**Introduction:**
This section summarizes the affordable housing goals for the 2018 Action Plan. The Town of Flower Mound is proposing to use about **79 percen**t of its 2018 CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to-moderate income households through the Residential Rehabilitation Program and the Minor Home Repair Program. A large portion of the households applying for funds have members who are elderly and/or have a disability.

**One Year Goals for the Number of Households to be Supported:** 4 (Non-Homeless)

**One Year Goals for the Number of Households Supported Through:** 4 (Rehab of Existing Unit)

**Discussion**
The Town of Flower Mound is proposing to use **79 percent** of its annual CDBG allocation to fund the rehabilitation of low- to moderate-income owner-occupied houses. It is anticipated that two households will be served through the Residential Rehabilitation Program and two households will be served through the Minor Home Repair Program.

**PUBLIC HOUSING**

**Introduction:**

This section is not applicable. Flower Mound currently has no public housing, and there are no plans for public housing in the Town of Flower Mound at this time.

**Actions planned during the next year to address the needs to public housing:** N/A

**Actions to encourage public housing residents to become more involved in management and participate in homeownership:** N/A

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance:** N/A

**Discussion:** Please see above.

**HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES**

**Introduction**

This section describes the activities planned during the 2018-2019 program year to address the needs of people who are homeless and other non-homeless special needs.

The Town will not allocate funds this plan year to directly address the needs of the homeless. Instead, the Town's strategy to address the needs of the homeless and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2018, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. However, no homeless were identified in Flower Mound during the count.

Potential obstacles to completing these action steps include limited funding available to the Denton County Homeless Coalition, the Salvation Army and the Christian Community Action Agency, each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:**

**-Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:**

Outreach to persons experiencing homelessness is carried out through the Town's partners, primarily Christian Community Action. Flower Mound allocates a portion of general funds each year to support Christian Community Action and its efforts to prevent homelessness and provide needed services to the homeless population. The needs of persons who are homeless are assessed routinely as part of program provision.

The Town also collaborates with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings and is attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate.

**-Addressing the emergency shelter and transitional housing needs of homeless persons.**

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of becoming homeless in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

**-Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:**
Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

**-Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**
The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families. Additionally, the Town Council makes available an average of more than $250,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

**Discussion**
Please see above.

**BARRIERS TO AFFORDABLE HOUSING**

**Introduction**
The Fair Housing Committee meets annually to update the Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis this year. However, the report did note that the Town will benefit from certain activities to help ensure that unanticipated barriers do not develop.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:**
The Fair Housing Committee discussed a few items that the Town should continue to address in order to ensure that unanticipated barriers to affordable housing do not develop. To address the identified issues and ensure that unanticipated barriers do not develop in the future, the Town will benefit from:

- The SMARTGrowth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.

- The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Division working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- The Financial Services Department continuing to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level and ensuring services are targeted to those areas where larger percentages of low- and moderate-income families reside.
- The Community Services Department ensuring that residents are made aware of job training and job search workshop opportunities available at the Town of Flower Mound Library.

**Discussion**
Please see above.

**OTHER ACTIONS**

**Introduction**
This section reports additional efforts the Town will undertake during the 2018-2019 program year to address residents' housing and community development needs.

**Actions Planned to Address Obstacles to Meeting Underserved Needs**
Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town will allocate approximately $250,000 in general fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

**Actions Planned To Foster and Maintain Affordable Housing**
Housing priorities and objectives Flower Mound hopes to achieve during the next year include continuing the Residential Rehabilitation Program and Minor Home Repair Program, leveraging funds to supplement scarce resources, facilitating the availability of affordable housing for disabled and senior citizens and fostering a balanced tax base:

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The program is designed to assist low- and moderate- income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program will pay for the rehabilitation up to $60,000.
- Minor Home Repair Program - Based on citizen input and direction from Town Council, Flower Mound started a Minor Home Repair Program in PY 2015. The program is designed to assist low- and moderate- income homeowners in Flower Mound with minor repairs of their single-family, owner-occupied houses. The program will pay for minor repairs up to $15,000.
- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation and local lending agencies. This collaboration is dedicated to providing those services needed to increase the number of low-and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.

- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to $100,000. For the most recent year, this increase affected about 3,537 property accounts.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 75.59% residential to 22.22% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

**Actions Planned to Reduce Lead-Based Paint Hazards**

The Town of Flower Mound currently has two housing activities (The Residential Rehabilitation Program and the Minor Home Repair Program) that are carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant or Housing Opportunities for Persons with AIDS. In 2003, the Town formed a Lead-based Paint Task Force to determine what activities need to be undertaken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records and reports for any references to lead-based paint; (b) identified the locations of the 859 houses in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website. Based on Task Force recommendations, the Town's Environmental Services Division was identified as Flower Mound's point of contact for lead-based paint issues. This Division will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program and Minor Home Repair Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

**Actions Planned to Reduce the Number of Poverty-Level Families**

Flower Mound's actions to reduce the number of poverty level families during the next year include economic development, tax exemptions for senior citizens and those with disabilities, leveraging resources, and serving as a referral source:

- Economic development – 3.2% of Flower Mound families live below the poverty level, compared to 8.7% in Denton County, 16.7% in Texas and 15.1% in United States. Additionally, the Town's unemployment rate of 4.0% is lower than Denton County's rate of 5.1%, the State's 6.4% rate, and the Nation's rate of 7.4%, according to the American Community Survey 5-Year Estimates. Flower Mound's lower rates can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it should be noted that within Town limits, only 22.22% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 75.59% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.

- Tax exemptions for senior citizens and those with disabilities - In 2017, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and individuals 65 years of age or older at $100,000. This affected about 3,537 property accounts. During the next year, our goal is to maintain the exemption.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

These actions will assist in reducing the poverty level of Flower Mound families by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities and providing a referral network for those families seeking rental and other assistance.

**Actions Planned to Develop Institutional Structure**

The Town will promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized. Additionally, the Town's continued involvement with the Denton County Homeless Coalition will help ensure open communication and networking opportunities between the Town and the various service providers in the area.

**Actions planned to enhance coordination between public and private housing and social service agencies:**

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders. Town staff will serve as a referral source to families with low- and moderate- incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health, and social service representatives throughout Denton County. Agencies within the Coalition also apply for and receive grants to serve Denton County's homeless and near-homeless population. Flower

Mound will also continue to expand its Community Outreach Committee, to identify needs where gaps exist and areas where services overlap. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

**Discussion**
Please see above.

**PROGRAM SPECIFIC REQUIREMENTS**

**Introduction**
The Town expects to receive no program income during PY 2018 and will expend all of its PY 2018 funds directly on low- to moderate-income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low-to-moderate-income individuals.

**Discussion**
Please see above.

# TOWN COUNCIL AGENDA ITEM NO. 12

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** David Stallings, Traffic Operations Manager

**ITEM:** **Consider approval of the purchase of traffic signal poles, in the estimated annual amount of $400,000.00, from Structural & Steel Products, Inc., through a City of McKinney contract.**

**BACKGROUND INFORMATION:** In order to expedite timely ordering of traffic signal poles for the Town of Flower Mound, the Transportation Services Division utilizes the City of McKinney's signal pole contract.

The previous amount of approval for this contract was deemed insufficient for the number of signal projects that are estimated for the current and upcoming fiscal years. The previous contract expired on August 19, 2016. The City of McKinney conducted a formal bid process for traffic signal poles, and awarded the contract to Structural & Steel Products, Inc., the lowest responsive and responsible bidder. The initial term of the contract is two years, expiring on October 17, 2018, with three one year renewal options. Transportation Services determined that this contract will serve the needs of the Town, and requested to participate in order to take advantage of the contracted rates. The items available under this contract are traffic signal poles. Orders will be placed on an as needed basis only, and each purchase will be funded by the appropriate CIP project account.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contract and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operations of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of McKinney entered into an interlocal agreement effective August 4, 2008, and is in effect until terminated by either party.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** $400,000.00

| Proposed Expenditure: | Account Number(s): |
|---|---|
| $400,000.00 estimated annually | Various Accounts and Projects |

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

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. City of McKinney Signal Pole Contract

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# City of McKinney Purchasing (City of McKinney, Texas) Supplier Response

## Bid Information

| | |
|---|---|
| Bid Creator | Abri Sterlacci Contract Administrator |
| Email | asterlac@mckinneytexas.org |
| Phone | 1 (972) 547-7582 |
| Fax | 1 (972) 547-7585 |
| Bid Number | 17-01FP |
| Title | Traffic Signal Poles |
| Bid Type | ITB |
| Issue Date | 9/21/2016 12:01 PM (CT) |
| Close Date | 9/29/2016 02:00:00 PM (CT) |
| Need by Date | |

## Contact Information

| | |
|---|---|
| Address | 1550 S. College St.<br>Bldg. D<br>McKinney, TX 75069 |
| Contact | Abri Sterlacci Contract Administrator Purchasing Department |
| Building | Bldg. D |
| Floor/Room | |
| Telephone | 1 (972) 547-7582 |
| Fax | 1 (972) 547-7585 |
| Email | asterlac@mckinneytexas.org |

## Ship to Information

| | |
|---|---|
| Address | 1550 S. College St.<br>Bldg. D<br>McKinney, TX 75069 |
| Contact | Abri Sterlacci Purchasing Department |
| Building | Bldg. D |
| Floor/Room | |
| Telephone | USA (972) 547-7585 |
| Fax | |
| Email | asterlac@mckinneytexas.org |

## Supplier Information

| | |
|---|---|
| Company | Structural & Steel Products, Inc |
| Address | 1320 S. University Drive<br>Suite 701<br>Fort Worth, TX 76107 |
| Contact | |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (817) 332 7417 |
| Fax | 1 (817) 338 0638 |
| Email | |
| Submitted | 9/29/2016 11:57:07 AM (CT) |
| Total | $381,421.00 |

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Christopher Carman Email chris@s-steel.com

## Supplier Notes

## Bid Notes

Through this invitation to bid, the City of McKinney intends to establish an annual fixed price contract for the purchase of traffic signal poles that support traffic signal and intelligent transportation system equipment on an "as needed basis".

## Bid Activities

| Date | Name | Description |
|---|---|---|
| 9/22/2016 03:00:00 PM (CT) | Questions | All questions about the meaning or intent of the requested documents shall be submitted to the City's representative in writing via email at asterlac@mckinneytexas.org Questions received after 4:00pm, CST, August 12, 2016 may not be answered. |

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | General Terms and Conditions | I. BIDDING<br><br>A. BIDS – The City encourages all responses to be submitted electronically on the City's eBid system. However, the City will also accept paper bids, if received by the due date and time at the location specified in the legal notice. Paper bids submitted to the office of the Purchasing Manager shall be a minimum of one (1) original and three (3) copies of the executed Bid Form submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB. Copies are to be marked as such.<br><br>B. AUTHORIZED SIGNATURES – The bid, whether paper or electronic must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.<br><br>C. LATE BIDS – Bids must be submitted electronically or in the office of the City Purchasing Manager before or at the specified time and date bids are due. Bids received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive bids.<br><br>D. WITHDRAWAL OF BIDS PRIOR TO BID OPENING – A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Manager. If time allows and the bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. The City of McKinney reserves the right to withdraw a request for bids before the opening date.<br><br>E. WITHDRAWAL OF BIDS AFTER BID OPENING – Bidder agrees that offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.<br><br>F. BID AMOUNTS – Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.<br><br>G. EXCEPTIONS AND/OR SUBSTITUTIONS – As a matter of practice, the City of McKinney rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the City. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications | Agree |

and shall hold the vendor responsible to perform in strict accordance with the specifications.

H. ALTERNATES – Bid request and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. DESCRIPTIONS – Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style or quality of material desired.

J. BID ALTERATIONS – Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. QUANTITIES – Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as needed basis. Bidder is responsible for accurate final counts.

M. BID AWARD – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. The City reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the City. The City reserves the right to award based upon individual line items, sections or total bid.

N. BEST VALUE – In determining best value, the City of McKinney may consider: 1) purchase price; 2) reputation of the bidder and of the bidder's goods or services; 3) quality of the bidder's goods or services; 4) extent to which the goods or services meet the City's needs; 5) bidder's past relationship with the City of McKinney; 6) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; 7) total long-term cost to the City to acquire the bidder's goods or services; and 8) any relevant criteria specifically listed in this document.

O. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

P. ADDENDA – Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

Q. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance, if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

S. RESPONSIVENESS – A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

T. RESPONSIBLE STANDING OF BIDDER – To be considered for award, bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of bidder, the City of McKinney may request recent financial statements or a statement of net worth.

U. PROPRIETARY DATA – Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including existing the Texas Public Information Act.

V. PUBLIC BID OPENING – Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week may be required to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all bids submitted are available for public review, unless otherwise specified herein.

II. PERFORMANCE

A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. AGE AND MANUFACTURE – All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.

D. DELIVERY/COMPLETION SCHEDULE – Delivery may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on City of McKinney purchase order, as necessary to perform contract are to be included in the bid price.

F. INSTALLATION CHARGES – All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be provided at no additional cost to the City.

H. LABOR/MATERIALS/EQUIPMENT - Successful bidder shall provide all labor, materials, and equipment necessary for completion of each job(s)

I. STORAGE – Bidder agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.

J. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

K. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

L. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder/vendor.

M. ACCEPTABILITY – All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the City at the City's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor. Vendor's failure to retrieve property resulting in ownership by City shall not be imputed as acceptance of replacement good under this contract.

III. PURCHASE ORDERS AND PAYMENT

A. PURCHASE ORDERS – A Purchase Order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the City in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis. In the event sufficient funds are not appropriated in the City budget for the payment of amounts due under this contract, the City shall not be obligated to make further purchases or payments and City reserves the right to terminate this contract without liability.

IV. CONTRACT

A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the City, shall constitute a contract equally binding between the successful bidder and the City of McKinney.

B. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.

D. PRICE REDETERMINATION: A price redetermination may be considered by City of McKinney only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. City of McKinney reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the City.

E. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

F. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

G. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

H. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment, with costs, which may be obtained against the City of McKinney growing out of such injury or damages.

I. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas Local Government Code.

J. DISCLOSURE OF CERTAIN RELATIONSHIPS – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

K. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

L. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

M. VENUE – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.

N. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.

O. SILENCE OF SPECIFICATIONS – The apparent silence of these specifications as to any 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.

| | | | |
|---|---|---|---|
| 2 | Contract Term | Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for two (2) year period with three (3) one (1) year renewal options. | Acknowledge |

| | | | |
|---|---|---|---|
| 3 | MINIMUM SPECIFICATIONS | A. GENERAL - It is the intent of the following minimum specifications to describe traffic signal poles that support traffic signal and intelligent transportation system equipment. Through this invitation to bid, the City of McKinney intends to establish an annual fixed price contract for the purchase of these items on an "as needed basis". Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better". Alternate brands bid shall be named in the submitted bid. The City of McKinney retains sole discretion in determining whether item(s) bid will be considered "equal" or "better". | Yes |

B. The City of McKinney desires to purchase traffic signal poles based on the TxDOT standards used in the TxDOT Dallas District. All structural members shall be round.

All mast arm assemblies shall be attached to the vertical support with fixed arm connections. It is required that all fixed mount mast-arm connections be interchangeable for Single Mast Arm (SMA) pole types. The intent is to allow all SMA mast arms to be interchangeable with any SMA upright structure.

TxDOT Standard Detail Sheets

The following TxDot standard detail sheets shall govern this specification:
1) Single Mast Arms Assemblies, TxDOT Dallas, SMA-80-12 (DAL) (2 sheets)
2) Mast Arm Connection, MA-C-12
3) Mast Arm Pole Details, TxDOT Dallas, MA-D-12 (DAL)
4) Long Mast Arm Assembly, LMA-12 (5 sheets)
5) Luminaire Arm Details, LUM-A-12
6) Traffic Signal Pole Foundation, TS-FD-12
7) Traffic Signal Strain Pole Assemblies, SP-80 (1)-12, SP-80 (2)-12, SP-100(1)-12 & SP-100(2)-12
8) CCTV Camera Pole Assembly

These standard details also reference TxDOT Specification 686 - Traffic Signal Pole Assemblies (Steel) (421)(441)(442)(445)(449).

NOTE: THE MANUFACTURING FACILITY SUPPLYING TRAFFIC SIGNAL POLES MUST BE TXDOT APPROVED AND MUST ALSO BE AN AISC CATEGORY 1 FACILITY.

C. Powder Coat Option

All exterior surfaces including luminaire arm support shall be powder coated using RAL 9017 (traffic black) paint or Engineer approved equal, and a Super Polyester Clear or Engineer approved equal.

Powder Coat Paint Finish - All assemblies shall be hot dipped galvanized to ASTM 123 and 153 specifications. Once galvanizing is completed, all exposed surfaces shall be mechanically etched by blast cleaning to remove mill scale, impurities and non-metallic foreign materials. All surfaces visually exposed are to be coated with a Urethane or Triglycidyl (TGIC) Polyester Powder to a minimum film thickness of 2.0 mils. The coating shall be electro statically applied and cured in a gas fired convention oven by heating the steel substrate to between 350 and 400 degrees Fahrenheit and gelled for approximately 5 minutes. At which time the part is removed from the oven and allowed to cool for 15-20 minutes and then a second coat is applied. All surfaces visually exposed are to be coated with a Super Polyester Clear Powder to a minimum film thickness of 2.0 mils. The Super Polyester Clear Powder coating shall also be electro statically applied and cured in a gas fired convention oven by heating the steel substrate to between 350 and 400 degrees Fahrenheit.

D. Foundation Anchor Bolts and Steel Templates

All anchor bolts and steel templates for traffic signal pole foundations specified in the order shall be delivered within 14 calendar days after receipt of the purchase order so foundations can be constructed prior to the pole delivery.

Anchor bolt for Single Mast Arm (SMA) Pole Assemblies shall comply with foundation type 36-A in TxDOT specification TS-FD-12.

Anchor bolt for Large Mast Arm (LMA) Pole Assemblies shall comply with foundation type 48-A in TxDOT specification LMA(3)-12.

E. Warranties

Traffic signal poles supplied under this specification shall have a limited warranty for a minimum period of 5 years. All equipment must be provided and warranted by a single vendor. Warranty shall include actual parts and labor for any warranty work performed at manufacturer's facility. The manufacturer will incur all cost for shipping to and from the end user's site. A copy of the written warranty must be included with the bid. If Bidder is not the manufacturer, the manufacturer's name and contact information must be provided.

F. Measurement and Payment

Traffic Signal Poles shall be measured in units of each and will be paid for at the contract unit price per each. The price for each pole shall include all fasteners, washers and nuts and foundation anchor bolts required to provide a complete installation based on the TxDOT Standard Detail Sheets referenced above.

Order Quantities and Price Guarantee

The quantities shown on the bid are estimates only.

A minimum order of two Traffic Signal Poles shall be made at a time.

G. Shipping and Storage

The prices offered on the bid form shall include all shipping and storage.

The maximum delivery for all items included on the purchase order is 60 calendar days after receipt of a purchase order.

If a powder coat option is required, all delivered materials shall be stored in the galvanized state in a secure facility provided by the supplier and approved by the City of McKinney until powder coating is requested by the City. The Supplier shall powder coat all materials ordered and deliver them to a site selected by the City within seven (7)

| | | | |
|---|---|---|---|
| | | days.<br><br>Vertical supports and mast arms shall be labeled with a permanent metal tag at the storage facility so that matching sets can be identified before the materials are shipped.<br><br>BEST VALUE EVALUATION CRITERIA AND FACTORS - Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors as follows:<br>40% PURCHASE PRICE<br>25% REPUTATION OF THE BIDDER AND OF THE BIDDER'S GOODS OR SERVICES<br>25% QUALITY OF THE BIDDER'S GOODS OR SERVICES<br>10% EXTENT TO WHICH THE GOODS OR SERVICES MEET THE CITY'S NEEDS | |
| 4 | Warranty | Copy of the written warranty included with the bid? | Yes |
| 5 | Delivery Time | State number of working days after receipt of purchase order | 85 |
| 6 | Exceptions to Terms & Conditions | If Bidder takes exception to anything in the terms & conditions or specifications, they must be listed below. Supplement your list if required. If NO exceptions are taken write NONE in the blank line below. | None |
| 7 | Interlocal Clause | As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? | Yes |
| 8 | Federal IRS Form W-9 | Bidder has attached IRS Form W-9. | Acknowledge |
| 9 | Number of Years In Business | Enter the number of years your company has been in business. | 49 |
| 10 | Insurance Requirements | The insurance requirements of this solicitation are required from awarded bidder and a Certificate of Insurance shall be submitted to the Purchasing Department. | Yes |

| | | | |
|---|---|---|---|
| 11 | Consideration of Location of a Bidder's Principal Place of Business | Section 271.9051 of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within 5 percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. Request must be submitted with bid package to be considered by the City of McKinney. Questions should be addressed to the Purchasing Department at 972-547-7580.<br><br>The statutory language is as follows:<br><br>§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.<br>(a) This section applies only to a municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.<br>(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:<br>(1) the lowest bidder; or<br><br>(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.<br>(c) This section does not prohibit a municipality from rejecting all bids.<br>(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.<br><br>Added by Acts 2005, 79th Leg., ch. 1205, § 1, eff. Sept. 1, 2005 | Yes or No |
| 12 | Bidder Acknowledgement | Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid. | Acknowledge |

| | | | |
|---|---|---|---|
| 13 | 1295 | STATE OF TEXAS HOUSE BILL 1295<br><br>Effective January 1, 2016, the State of Texas enacted House Bill 1295, an ethics law which applies to contracts of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. This law states that a governmental entity or state agency may enter into a contract with a business entity upon completion of Form 1295. To obtain this form, please refer to:<br><br>https://www.ethics.state.tx.us/whatsnew /elf info form1295.htm<br><br>The form must be NOTARIZED and will be required from the Awarded Firm. | Acknowledge |
| 14 | References | List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. Include the following information. COMPANY NAME, Contact Person, Title, Address, e-mail, Phone Number, Fax Number. | See Attached Reference List |
| 15 | Digital Signature | The undersigned agrees, if this bid/quote is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid/Quote, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.<br><br>The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.<br><br>By entering your name in the field provided you are accepting the terms of this bid/quote. You agree that your typed name will serve as your electronic digital signature. | Chris Carman |

## Line Items

| # | Qty | UOM | Description | Response |
|---|---|---|---|---|
| 1 | 1 | Section | TRAFFIC SIGNAL POLES WITHOUT POWDER COAT | $177,318.00 |

Item Notes:

Supplier Notes:

Package Line Items:

| # | Qty | UOM | Description | Response |
|---|---|---|---|---|
| 1.1 | 1 | Each | Pedestrian poles, 14' pole | 961.00 |
| Supplier Notes: | | | | |
| 1.2 | 1 | Each | CCTV camera poles 30' pole, no luminaire | 3,357.00 |
| Supplier Notes: | | | | |
| 1.3 | 1 | EA | CCTV camera poles 40' pole, no luminaire | 4,137.00 |
| Supplier Notes: | | | | |
| 1.4 | 1 | EA | Strain pole (SP), 30' pole, 8' luminaire arm | 2,940.00 |
| Supplier Notes: | | | | |
| 1.5 | 1 | EA | Single mast arm (SMA), 24' round arm, 19' pole, no luminaire | 2,757.00 |
| Supplier Notes: | | | | |
| 1.6 | 1 | EA | Single mast arm (SMA), 24' round arm, 30' pole, 8' luminaire arm | 3,889.00 |
| Supplier Notes: | | | | |
| 1.7 | 1 | EA | Single mast arm (SMA), 32' round arm, 19' pole, no luminaire | 3,288.00 |
| Supplier Notes: | | | | |
| 1.8 | 1 | EA | Single mast arm (SMA), 32' round arm, 30' pole, 8' luminaire arm | 4,285.00 |
| Supplier Notes: | | | | |
| 1.9 | 1 | EA | Single Mast Arm (SMA), 36' round arm, 19' pole, no luminaire | 3,807.00 |
| Supplier Notes: | | | | |

| | | | | |
|---|---|---|---|---|
| 1.10 | 1 | EA | Single Mast Arm (SMA), 36' round arm, 30' pole, 8' luminaire arm | 4,776.00 |
| Supplier Notes: | | | | |
| 1.11 | 1 | EA | Single mast arm (SMA), 40' round arm, 19' pole, no luminaire | 4,150.00 |
| Supplier Notes: | | | | |
| 1.12 | 1 | EA | Single mast arm (SMA), 40' round arm, 30' pole, 8' luminaire arm | 5,103.00 |
| Supplier Notes: | | | | |
| 1.13 | 1 | EA | Single Mast Arm (SMA), 44' round arm, 19' pole, no luminaire | 4,054.00 |
| Supplier Notes: | | | | |
| 1.14 | 1 | EA | Single Mast Arm (SMA), 44' round arm, 30' pole, 8' luminaire arm | 5,095.00 |
| Supplier Notes: | | | | |
| 1.15 | 1 | EA | Single mast arm (SMA), 48' round arm, 19' pole, no luminaire | 4,787.00 |
| Supplier Notes: | | | | |
| 1.16 | 1 | EA | Single mast arm (SMA), 48' round arm, 30' pole, 8' luminaire arm | 5,935.00 |
| Supplier Notes: | | | | |
| 1.17 | 1 | EA | Long mast arm (LMA), 55' arm, 19' pole, no luminaire | 17,808.00 |
| Supplier Notes: | | | | |
| 1.18 | 1 | EA | Long mast arm (LMA), 55' arm, 30' pole, 8' luminaire arm | 19,139.00 |
| Supplier Notes: | | | | |
| 1.19 | 1 | EA | Long Mast Arm (LMA), 60' arm, 19' pole, no luminaire | 17,977.00 |
| Supplier Notes: | | | | |
| 1.20 | 1 | EA | Long Mast Arm (LMA) 60' arm, 30' pole, 8' luminaire arm | 19,311.00 |
| Supplier Notes: | | | | |

| | | | | |
|---|---|---|---|---|
| 1.21 | 1 | EA | Long mast arm (LMA), 65' arm, 19' pole, no luminaire | 18,104.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 1.22 | 1 | EA | Long mast arm (LMA), 65' arm, 30' pole, 8' luminaire arm | 19,458.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 1.23 | 1 | Set | Anchor Bolts for a 36-A Foundation | 596.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 1.24 | 1 | Set | Anchor Bolts for a 48-A Foundation | 1,422.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 1.25 | 1 | Set | 32' 36' 40' 44' Mast Arm Connection Hardware for 80mph | 84.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 1.26 | 1 | Set | 48' Mast Arm Connection Hardware for 80mph | 98.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 2 | 1 | Section | TRAFFIC SIGNALS WITH POWDER COAT OPTION | $204,103.00 |

Item Notes:

Supplier Notes:

Package Line Items:

| # | Qty | UOM | Description | Response |
|---|---|---|---|---|
| 2.1 | 1 | EA | Pedestrian Poles, 14' pole | 977.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 2.2 | 1 | EA | CCTV Camera Pole 30' pole no luminaire | 3,839.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 2.3 | 1 | EA | CCTV Camera Pole 40' pole, no luminaire | 5,093.00 |

Supplier Notes:

| | | | | |
|---|---|---|---|---|
| 2.4 | 1 | EA | Strain Pole (SP), 30' pole, 8' luminaire | 3,041.00 |
| Supplier Notes: | | | | |
| 2.5 | 1 | EA | Single Mast Arm (SMA), 24' round arm, 19' pole, no luminaire | 3,171.00 |
| Supplier Notes: | | | | |
| 2.6 | 1 | EA | Single Mast Arm (SMA), 24' round arm, 30' pole, 8' luminaire arm | 4,536.00 |
| Supplier Notes: | | | | |
| 2.7 | 1 | EA | Single Mast Arm (SMA), 32' round arm, 19' pole, no luminaire | 3,852.00 |
| Supplier Notes: | | | | |
| 2.8 | 1 | EA | Single Mast Arm (SMA), 32' round arm, 30' pole, 8' luminaire RM | 5,029.00 |
| Supplier Notes: | | | | |
| 2.9 | 1 | EA | Single Mast Arm (SMA), 36' round arm, 19' pole, no luminaire | 4,404.00 |
| Supplier Notes: | | | | |
| 2.10 | 1 | EA | Single Mast Arm (SMA), 36' round arm, 30' pole, 8' luminaire arm | 5,556.00 |
| Supplier Notes: | | | | |
| 2.11 | 1 | EA | Single Mast Arm (SMA), 40' round arm, 19' pole, no luminaire | 5,098.00 |
| Supplier Notes: | | | | |
| 2.12 | 1 | EA | Single Mast Arm (SMA), 40' round arm, 30' pole, 8' luminaire arm | 6,321.00 |
| Supplier Notes: | | | | |
| 2.13 | 1 | EA | Single Mast Arm (SMA), 44' round arm, 19' pole, no luminaire | 5,050.00 |
| Supplier Notes: | | | | |
| 2.14 | 1 | EA | Single Mast Arm (SMA), 44' round arm, 30' pole, 8' luminaire arm | 6,354.00 |
| Supplier Notes: | | | | |

| | | | | |
|---|---|---|---|---|
| 2.15 | 1 | EA | Single Mast Arm (SMA) 48' round arm, 19' pole, no luminaire | 5,832.00 |
| Supplier Notes: | | | | |
| 2.16 | 1 | EA | Single Mast Arm (SMA), 48' round arm, 30' pole, 8' luminaire arm | 7,235.00 |
| Supplier Notes: | | | | |
| 2.17 | 1 | EA | Long Mast Arm (LMA), 55' arm, 19' pole, no luminaire | 19,987.00 |
| Supplier Notes: | | | | |
| 2.18 | 1 | EA | Long Mast Arm (LMA), 55' arm, 30' pole, 8' luminaire arm | 22,010.00 |
| Supplier Notes: | | | | |
| 2.19 | 1 | EA | Long Mast Arm (LMA) 60' arm, 30' pole, no luminaire | 21,296.00 |
| Supplier Notes: | | | | |
| 2.20 | 1 | EA | Long Mast Arm (LMA) 60' arm, 30' pole, 8' luminaire arm | 22,251.00 |
| Supplier Notes: | | | | |
| 2.21 | 1 | EA | Long Mast Arm (LMA), 65' arm, 19' pole, no luminaire | 20,704.00 |
| Supplier Notes: | | | | |
| 2.22 | 1 | EA | Long Mast Arm (LMA), 65' arm, 30' pole, 8' luminaire arm | 22,467.00 |
| Supplier Notes: | | | | |
| | | | Response Total: | $381,421.00 |

# TOWN COUNCIL AGENDA ITEM NO. 13

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Steve Allen, Utility Services Manager

**ITEM:** **Consider approval of the emergency purchase of one raw water pump, at the wastewater treatment facility, from Xylem Water Solutions USA Inc., in the amount of $63,368.01.**

**BACKGROUND INFORMATION:** In February, 2018 it was determined that Raw Water Pump No. 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 and required immediate replacement before complete failure. The cost of the new raw water pump is $63,368.01. The new raw water pump also addresses increased flow demands as it is ten horsepower larger than the damaged pump.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** $63,368.01

| Proposed Expenditure: | Account Number(s): |
|---|---|
| $63,368.01 | 200-690-92420-4308 |

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

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. Xylem USA Invoice RSP4

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

Attachment 1

# Xylem Water Solutions U.S.A., Inc.

2400 TARPLEY ROAD
CARROLLTON,TX 75006
Tel.(972)418-2400 Fax:(972)416-9570

REMIT TO
26717 Network Place
Chicago, IL 60673-1267

Received
JUN 25 2018
Public Works

| INVOICE | | | | YOUR PURCHASE ORDER 18348 |
|---|---|---|---|---|
| INVOICE NO. 3556A17979 | FUS NO. B77796 | | DATE SHIPPED 6/20/18 | DELIVERY NOTE F03638 |
| INVOICE DATE 6/20/18 | TRN A3 | WHS 190 | PAYMENT TERMS 100% N60 FROM INVOICE | |

Sold To:

Customer No. 068010
Global No. 8021883

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS

FLOWER MOUND TX 75028

Ship To:

CITY OF FLOWER MOUND WWTP
CUSTOMER WILL PICK UP

FLOWER MOUND TX 75028

| FREIGHT TERMS | DELIVERY TERMS | ORDER PROCESSED BY |
|---|---|---|
| Jobsite | PP/Add Order Positio | FLYGT-DALLAS,TX BRANCH |
| SHIP VIA: Shipper choice-Ground | ORDER TEXT: 18348 | CUSTOMER TEXT: Rebecca Long |

| LINE | ITEM/DESCRIPTION | QUANTITY SHIPPED UM | UNIT PRICE DISCOUNT/CHARGE | NET PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| | Quote# 2018-DAL-0125<br>P/O#18348 | | | | |
| 001 | 0033010950012<br>NP634-10 85/460/3 50' FM FLS+<br>FV<br>S/N:1830005 D/N F03638 | 1<br>EA | | | |
| 002 | 1400000407129<br>MINI-CASII/FUS 120/24VAC,24VDC<br>OLD NUMBER: AMINICAS | 1<br>EA | | | |
| 003 | 1400000407097<br>SOCKET,11 PIN OCTAL DIN MOUNT | 1<br>EA | | | |
| 004 | 1400000699830N<br>SHIPPING AND HANDLING-NO TAX | 1<br>EA | | | |
| | TOT PRICE/GROUP | | 004 - 004 | | 63,368.01 |
| | SUB-TOTAL OF POSITIONS<br>*S & H CHARGED AS LINE ITEM* | | | | 63,368.01 |
| | | | | | Cont on 2 |

IMPORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly assented to in writing. Terms are accessible at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx

Attachment 1

# Xylem Water Solutions U.S.A., Inc.

2400 TARPLEY ROAD
CARROLLTON,TX 75006
Tel.(972)418-2400 Fax:(972)416-9570

REMIT TO
26717 Network Place
Chicago, IL 60673-1267

Received
JUN 25
Public Works

## INVOICE

| YOUR PURCHASE ORDER |
|---|
| 18348 |

| INVOICE NO. | FUS NO. | DATE SHIPPED | DELIVERY NOTE |
|---|---|---|---|
| 3556A17979 | B77796 | 6/20/18 | F03638 |

| INVOICE DATE | TRN | WHS | PAYMENT TERMS |
|---|---|---|---|
| 6/20/18 | A3 | 190 | 100% N60 FROM INVOICE |

Page 2

Sold To:

| Customer No. | 068010 |
|---|---|
| Global No. | 8021883 |

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS

FLOWER MOUND TX 75028

Ship To:

CITY OF FLOWER MOUND WWTP
CUSTOMER WILL PICK UP

FLOWER MOUND TX 75028

| FREIGHT TERMS | DELIVERY TERMS | ORDER PROCESSED BY |
|---|---|---|
| Jobsite | PP/Add Order Positio | FLYGT-DALLAS,TX BRANCH |
| SHIP VIA | ORDER TEXT | CUSTOMER TEXT |
| Shipper choice-Ground | 18348 | Rebecca Long |

| LINE | ITEM/DESCRIPTION | QUANTITY SHIPPED UM | UNIT PRICE DISCOUNT/CHARGE | NET PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| | NET AMOUNT BEFORE TAXES USD | | | | 63,368.01 |
| | | | | ORDER TOTAL USD | 63,368.01 |

APPROVED FOR PAYMENT

Vendor # 10212 Posted ______
Account Code 200-690-92420-4308
Initiator/Receiver BB Date 6/26/18
Dept/Div Approval TLB Date 6-26-18
Finance Review ______ Finance Approval ______
Purchase Order - Yes ✓ NO ______
PURCHASE ORDER NUMBER 18348
Close
OVER $5000-not on Purchase order Approvals
CFO ______ Date ______

WO# 16798
DATE 6/26/2018
ANTERO ENTRY ✓

# TOWN COUNCIL AGENDA ITEM NO. 14

## CONSENT ITEM

**DATE:** August 6, 2018

**FROM:** Andrea Roy, Economic Development Director

**ITEM:** **Consider approval of a Consulting Agreement with Hawes Hill & Associates, LLP to conduct feasibility analysis for potential creation of a Tax Increment Reinvestment Zone (TIRZ), in the amount of $20,000.00; and authorization for the Mayor to execute same on behalf of the Town.**

**BACKGROUND INFORMATION:** Last fall, in conjunction with the zoning application for the Lakeside Village development (32-acre mixed-use development), Realty Capital requested the Town's consideration of the creation of a potential Tax Increment Reinvestment Zone (TIRZ) to assist in the acceleration of development of Lakeside Village, specifically related to the infrastructure. At that time, the Town did not wish to pursue the TIRZ discussion until a land use decision had been reached and a project definitively existed. On April 16, 2018, Town Council approved the zoning request, which paved the way for further TIRZ discussions with Council during their Strategic Planning Session in July, where the process, costs, benefits, etc. of a TIRZ, were evaluated. Based on Council's direction from the Strategic Planning Session, Staff is requesting Council's consideration of a consulting contract with Hawes Hill & Associates to conduct TIRZ feasibility analysis.

The subject contract in no way obligates the Town to create a TIRZ, but will provide the Town with the financial data needed to evaluate the feasibility of the TIRZ as it relates to this particular project.

Because the needed services are very specialized, the Town identified five firms with notable experience in this line of work, which have also worked extensively in the Dallas-Fort Worth Metroplex. A Request For Proposal (RFP) was issued to the five firms to conduct feasibility analysis on the potential creation of a TIRZ District. All five firms responded (two submitted a joint response, Hawes Hill & Associates with George Schrader), and Staff evaluated the proposals based on their approach, professionalism of response, qualifications, directly related experience in the area, overall experience of the firm and their key personnel assigned to this study, anticipated services, and estimated fees. Based on these criteria, including phone interviews, Hawes Hill & Associates (working with George Schrader) was chosen to recommend to Council. A breakdown of Staff's analysis of the responses in attached for reference.

Lastly, for informational purposes, the Town's existing TIRZ (TIRZ #1) was created under the guidance of Schrader & Cline in 2005.

**FISCAL IMPACT:** A $20,000.00 consulting fee will be charged for the feasibility analysis. Based on the results of the analysis, if Town Council desires to the potential creation of the Tax Increment Reinvestment Zone, this amount would be considered administrative costs for the TIRZ and would be reimbursed.

| Proposed Expenditure: | Account Number(s): |
|---|---|
| $20,000.00 | 100-600-57000-5320 |

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

**LEGAL REVIEW:** Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Consulting Agreement as to form and legality.

**ATTACHMENTS:**

1. Request For Proposal (RFP) for TIRZ Consulting Services Evaluation Form
2. Consulting Agreement between the Town and Hawes Hill & Associates

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

**Attach 1-TIRZ Consultant RFP Evaluation Form**

Town of Flower Mound

Request for Proposals to provide TIRZ Consulting Services

EVALUATION FORM

| FIRM | OVERALL ABILITY TO MEET OBJECTIVES (60%) | | | | | | | EXPERIENCE (40%) | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Proposal Contents (as requested) (40%) | | | | | | | |
| | Approach (10%) | Professionalism of Response (10%) | Qualifications (10%) | List of Cities with which you've worked (5%) | Description of Experience of key personnel, ID Principal (5%) | Anticipated Services (10%) | Breakdown of Fee Schedule (10%) | Direct Firm Experience (20%) | Principal Experience (20%) | |
| Hawes Hill & Assoc., George Schrader | 10 | 9 | 10 | 5 | 5 | 10 ($20,000) | 10 | 20 | 20 | 99 |
| Consultant B | 10 | 10 | 9 | 5 | 5 | 10 ($15-$30,000) | 10 | 20 | 15 | 94 |
| Consultant C | 10 | 10 | 10 | 5 | 5 | 10 ($32,500) | 10 | 15 | 18 | 93 |
| Consultant D | 8 | 8 | 10 | 5 | 5 | 8 (Noted as needed) | 8 (Hourly Rates quoted) | 18 | 20 | 90 |

# CONSULTING AGREEMENT
# BETWEEN THE TOWN OF FLOWER MOUND
# AND
# HAWES HILL & ASSOCIATES

This Consulting Agreement ("Agreement") is made and entered into as of August 6, 2018 (the "Effective Date") by and between The Town of Flower Mound, TX ("Flower Mound" and "Client") and Hawes Hill & Associates, LLP ("HHA" and "Consultant").

WHEREAS Client and HHA desire to enter into an agreement for Consultant's professional services in connection with pre-creation activities and development of feasibility analysis ("Services") associated with the potential creation of a Tax Increment Reinvestment Zone ("TIRZ") for the approximately 32-acre tract generally depicted on the attached Exhibit "A," and known as Lakeside Village Mixed-Use development for the Town of Flower Mound, per the proposal submitted on March 28, 2018.

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein, the parties hereby agree as follows:

1. Purpose: Consultant shall provide pre-creation activities and feasibility analysis services to Flower Mound in order to fully evaluate the viability of establishing a TIRZ for the Lakeside Village Mixed-Use development and whether such establishment is appropriate and feasible in meeting the community's objectives.

2. Term: This Agreement is effective as of the Effective Date and, unless terminated earlier, shall continue until satisfactory completion of the Services, anticipated to be completed on or before October 15, 2018.

3. Scope of Services: Consultant agrees to work with Client to perform TIRZ pre-creation activities and development of feasibility analysis set forth as follows:

    - Preparation of an initial needs analysis, to include a) a complete review of all ad valorem values; b) existing land uses; c) documentation of conditions; and d) identification and analysis development impediments.
    - Preparation of recommended boundary map of the area and related map set for the proposed TIRZ.
    - Preparation of mapping and data analysis to "fine tune" and finalize boundary to attempt to maximize success work within statutory parameters.
    - Completion of comprehensive feasibility analysis for the potential TIRZ that clearly discerns the financial benefit from implementation of the TIRZ, goals for the TIRZ, projects and programs to be completed, and anticipated financial revenue and related forecasts and projections over the life of the TIRZ (based on current market comparables and anticipated participation rates), along with proposed methods of financing, including consideration of the issuance of bonds to fund portions of the public infrastructure. The preliminary analysis will be designed to generally follow the format of the Preliminary Project Plan and Preliminary Reinvestment Zone Financing Plan that are required as part of the creation process of a TIRZ.

4. Payment: Client agrees to pay Consultant as follows:

    Client will pay Consultant $20,000 (plus pre-approved travel and reasonable out of pocket expenses) for all services and expenses related to the Services and this Agreement. Client will pay Consultant in two installments as follows:

    - Upon execution of the consulting Agreement: $10,000.00
    - Upon completion of the Services $10,000.00

    The Client shall reimburse the Consultant for all reasonable and necessary travel and other expenses incurred or paid by the Consultant in connection with the performance of its duties under this Agreement upon presentation of expense statements or vouchers and such other supporting information as the Client may from time to time reasonably request. However, the amount available for such travel and other expenses shall not exceed 15% ($3,000) of the contract amount. The Client will reimburse Consultant within forty-five (45) days after Client receives such supporting documentation.

5. Performance of Work: Consultant will perform its Services with care, skill, and diligence, and in accordance with currently-recognized professional standards. Consultant will also comply with all federal, state, and local laws, ordinances, codes, and regulations in performing its Services.

6. Prompt Performance of Work: Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give these Services such priority in its office as is necessary to cause Consultant's services hereunder to be timely and properly performed.

7. Independent Contractor: Client and Consultant intend that an independent contractor relationship be created by this Agreement. While Client will not exercise supervision of Consultant in any way, Consultant is to report regularly to Client on work in progress. The nature and frequency of these reports will be determined with the Client in establishing a work plan and project flow.
   a. Consultant is required to make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities, including income tax, social security, and SDI payments.
   b. Consultant agrees to defend, indemnify and hold Client harmless from any and all claims made by any entity on account of an alleged failure by Consultant to satisfy any such tax or withholding obligations.

8. Assignment: This Agreement may not be assigned, in whole or in part, without mutual written consent between HHA and the Client.

9. Confidential Information: Consultant agrees to maintain in strict confidence Client's confidential information. This includes any non-public information Consultant receives directly or indirectly from the Client and their representatives or acquired or developed in the performance of the Services, including but not limited to trade secrets, reports, documents, plans, ideas, inventions, methods, designs, formulas, systems, improvements, business affairs, data and know-how and technical information of any kind whatsoever, unless such information has been publicly disclosed by the Client. Consultant further agrees that, without the prior written consent of Client, Consultant shall not, either directly or indirectly: (i) disclose any such information to anyone; (ii) use any such information for the benefit of anyone other than the owner-entity; or (iii) permit any information to be disclosed to or used by anyone other than the owner-entity.

10. Intellectual Property

    a. Intellectual Property
       i. Consultant acknowledges and agrees that Client shall be the sole and exclusive owner of any and all rights to any works Consultant creates or develops, alone or in conjunction with any other person or entity, while providing the Services under this Agreement, including, but not limited to, trade secrets, discoveries, processes, reports, documents, plans, ideas, inventions, methods, designs, formulas, systems, improvements, business affairs, data and know-how and technical information ("Intellectual Property").

    b. Background Intellectual Property
       i. Client and Consultant acknowledge and agree that each will retain any and all rights to any Intellectual Property that it owned pre-existing this Agreement or generated after this Agreement but independent of the Services ("Background Intellectual Property").
       ii. If Consultant incorporates any of its Background Intellectual Property into the Intellectual Property, Consultant hereby grants a royalty-free nonexclusive and irreversible license to Client to reproduce, publish, and use such Background Intellectual Property in whole or in part and to authorize others to do so.

    c. Consultant agrees that it will not use or disclose any Intellectual Property owned by Client to benefit a competitor, individual, or other entity without Client's prior written consent.

11. Conflict Resolution/Venue: In the event of a disagreement that cannot be resolved informally, the parties shall first turn to non-binding mediation. The mediation must be conducted by a mediator mutually selected by the parties and with offices in Tarrant County or Denton County. If the parties cannot agree to a mediator or satisfactory resolution of the dispute is not reached and one party insists on legal action, the exclusive jurisdiction of any lawsuits shall be limited to state courts of Denton County, Texas, or the United States District Court for the Eastern District of Texas, Sherman Division. The prevailing party shall be entitled to court costs and reasonable attorney's fees.

12. Insurance: Consultant shall maintain throughout the period of this Agreement and for a period of three years thereafter, the insurance coverage as set forth on the attached Exhibit "B", the provisions of which are expressly incorporated herein by reference. Consultant shall assure that any and all consultants, contractors, or subcontractors engaged or employed by Consultant carry and maintain similar insurance with reasonably prudent limits and coverage in light of the services to be rendered by such consultants, contractors, or subcontractors. The maintenance in full current force and effect of such form and amount of insurance, as required by Exhibit "B", shall be a condition precedent to the Consultant's exercise or enforcement of any rights under this Agreement.

13. Indemnity: **Consultant does hereby covenant and agree to release, indemnify and hold harmless TOWN and its officials, officers, agents, representatives, employees, and invitees, in their individual and official capacities, from and against any and all liability, claims, suits, demands, or causes of action, (including, but not limited to, attorney's fees and cost of litigation), for death or injury to property or persons arising out of the performance of this Agreement, but only to the extent occasioned by any error, omission or negligent act of CONSULTANT, its officials, officers, agents, employees, invitees, contractors, or subcontractors.**

14. Termination: The Town may terminate this Agreement at any time, with or without cause, upon at least 30 days' written notice delivered in person or by certified mail return receipt requested. Upon receipt of such notice, Consultant shall immediately discontinue all services and work in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts and orders insofar as they relate to this Agreement.

    In the event of termination, Consultant shall deliver to the Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, etc., prepared by Consultant under this Agreement. In the event of any termination hereunder, Consultant consents to Town's selection of another Consultant of professional services of Town's choice to assist the Town in any way in completing the Services. Provided that Consultant has been properly paid under this Agreement, Consultant further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services. Consultant shall not be responsible or liable in any manner for Town's use of unfinished work product or documents listed above.

    Consultant shall be compensated for services performed and expenses incurred for satisfactory work up to the termination date. Consultant shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date.

15. Consultant's Representations: Consultant hereby represents, promises and warrants to Town that Consultant is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder

16. Severability: If any provision of this Agreement is held to be invalid, such provision shall be deemed to be amended so that the intent of the parties is fulfilled to the greatest extent possible, and the remaining provisions will continue in full force and effect.

17. Governing Law: This Agreement shall be governed according to laws of the State of Texas, without regard to principles of conflicts of law.

18. Entire Agreement; Amendment: This Agreement supersedes all prior agreements, and it can only be changed by a written document signed by all parties.

For Hawes Hill & Associates, LLP:

David W. Hawes, Managing Partner

7/31/2018

Date Signed

For the Town of Flower Mound, TX:

Steve Dixon, Mayor

Date Signed

# Exhibit A

## Concept Plan

# Exhibit B

## Insurance Requirements

# 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:**
2018-386659

**Date Filed:**
07/31/2018

**Date Acknowledged:**

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Hawes Hill & Associates
Houston, 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.**
Town of Flower Mound

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.**
201807
professional consulting services - economic/community development

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.** [X]

6 **UNSWORN DECLARATION**

My name is Lulu Susan Hill, and my date of birth is 8/31/1948.

My address is 9610 Long Point Road, #150 (street), Houston (city), TX (state), 77055 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 31st day of July (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# TOWN COUNCIL AGENDA ITEM NO. 15

## REGULAR ITEM

**DATE:** August 6, 2018

**FROM:** JP Walton, Assistant to the Town Manager

**ITEM:** **Consider adoption of the Town Council 2018 Strategic Planning Session Summary Report.**

**BACKGROUND INFORMATION:** The Town of Flower Mound is guided by its vision statement: "The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment." This vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town's strategic planning and daily operations. The Town's strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has been conducting strategic planning since 1997 when it first adopted its vision statement.

Upon adoption of the report, staff will update the Town Council Strategic Plan and begin preparation for adoption following Fiscal Year 2018-2019 Budget approval. Adoption of the report ensures that the Town Council and staff are in alignment with the direction.

The Town Council met on July 17, 2018 to discuss the following topics during their Strategic Planning Session (packet). The attached report provides responsibility, scope of discussion, considerations, provided direction, timing and next steps for each topic below.

| | | | |
|---|---|---|---|
| 1. Park Land Dedication Fee Review | 2. Lakeside Business District "limited residential" | 3. Lakeside Village TIRZ District | 4. Undergrounding Utilities |
| 5. Rental Inspections | 6. Additional Morriss Road Improvements (North of 1171) *No new through lanes | 7. Thoroughfare Plan (Silveron) | 8. Traffic Flow |
| 9. DCTA Public Transit | 10. Water Reuse Implementation | 11. CIP Notification Process | 12. Homestead Exemption |
| 13. Monthly Community Highlights | 14. Outstanding Citizenship Recognition Program | | |

**BOARD REVIEW/CITIZEN FEEDBACK:** At the beginning of each year, staff solicits topics for discussion from various boards and commissions. This year, the Transportation Commission, Planning & Zoning Commission, and the Parks Board elected to provide input.

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. July 17, 2018, Town Council Strategic Planning Session Summary Report

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# July 17, 2018 Town Council Strategic Planning Session Summary Report

| ITEM | TOPIC | RESPONSIBILITY | SCOPE OF DISCUSSION | CONSIDERATIONS | DIRECTION | TIMING | NEXT STEPS |
|---|---|---|---|---|---|---|---|
| 1. | Park Land Dedication Fee Review | ATM/CFO | Discussed updating the park land dedication cash in lieu of fee to establish fees for multi-family and senior housing developments | • Establish a Multi-Family (MF) and Senior Housing (SH) cash in lieu of fee which maintains our Park's level of service<br>• Review credit options for Multi-Family park land dedication fees that encourages open space | The Council directed staff to form a staff committee to establish and bring forward a multifamily and senior housing park land dedication cash in lieu of fee that considers credits for open space | Bring an update forward at the August 6th TC Meeting | 1. Create a Staff Committee<br>2. Establish a MF and SH designation and credit options for Open Space<br>3. Present update to Council |
| 2. | Lakeside Business District "limited residential" | ATM/DS | Discussed defining what "limited residential" constitutes in the Lakesides Business District (LBD) | • Evaluate percentages to define the mixture of uses in the LBD<br>• Consider a calculation that utilizes the percent of land allowed for residential and defines allowable units | Evaluate definition for "limited residential" that clarifies the amount of residential units allowed and land use by type | Bring an update forward by August 6th | 1. Create a definition for "limited residential" in the Master Plan and/or Land Development Regulations<br>2. Present update to Council |
| 3. | Lakeside Village TIRZ District | ED | Discuss the possibility of studying the impact of a TIRZ District in Lakeside Village | • Before deciding on a TIRZ District a feasibility study would need to be conducted to determine if there would be a positive return to the Town | Move forward with conducting a feasibility study | N/A | 1. Conduct a feasibility study<br>2. Present results to the Town Council for further direction |
| 4. | Undergrounding Utilities | DS | Review the Town's overhead utility ordinance | • Developer's requirements under current ordinance<br>• Survey city requirements<br>• Statutory limitations | Evaluate adding a provision that alleviates the exception if the Developer provides written documentation from the utility provider (Oncor/CoServ) that they will not allow the utility to be buried. | N/A | 1. Benchmark Survey<br>2. Present to P&Z<br>3. Present to Council<br>4. Continue exploring ways to encourage underground utilities |
| 5. | Rental Inspections | DS | Discuss requiring rental inspections to improve long-term safety and compliance | • Discussed legal opinion of rental inspections inside the home, the Town's current exterior inspections, and how rental inspections could be implemented and staffed | • Obtain legal opinion of interior rental inspections for multi-family<br>• Obtain legal opinion of inspections after a voluntary inspection request by the renter<br>• Benchmark minimum housing codes | N/A | 1. Legal opinion of multi-family rental inspections from TOASE<br>2. Legal opinion of voluntary inspection request by the renter from TOASE<br>3. Benchmark minimum housing codes<br>4. Provide update to Council |
| 6. | Additional Morriss Road Improvements (North of 1171)<br>*No new through lanes | PW | Review possible additional Morriss Road Improvements north of 1171 | • Review improvements of Kirkpatrick crosswalk, Eaton crosswalk, and the Valley Ridge intersection | To be considered during the FY 2018-2019 Budget | Consideration with the budget | 1. Gather information to be submitted with the budget |
| 7. | Thoroughfare Plan (Silveron) | PW | Discuss the Thoroughfare Plan amendment to change the classification of Silveron | • Review the amendment to change Silveron from a Urban Minor Arterial to a 2 lane divided roadway with parallel or angled parking | • Continue to engage businesses and property owners surrounding Silveron<br>• Staff to evaluate necessity for consideration concurrently with development applications | N/A | N/A |
| 8. | Traffic Flow | PW | Discussion on improving overall traffic flow as well as signal timing, roadway improvements, new technology, and road projects | • Discussed current the Town's current signal timing standard operating procedure | Continue to monitor the Town's signal timing and move forward with re-timing signals to improve traffic flow | Ongoing | 1. Gather new technology options |

| ITEM | TOPIC | RESPONSIBILITY | SCOPE OF DISCUSSION | CONSIDERATIONS | DIRECTION | TIMING | NEXT STEPS |
|---|---|---|---|---|---|---|---|
| 9. | DCTA Public Transit | PW | Review DCTA Public Transit options. | None | Continue to identify and review opportunities | Ongoing | N/A |
| 10. | Water Reuse Implementation | PW | Update on the Denton Creek Water Reuse Implementation Plan and future Lakeside Water Reuse Implementation Plan | None | Present project costs with Lakeside Reuse plan consideration and include projections of ROI. | N/A | N/A |
| 11. | CIP Notification Process | PW | Review of the Town's current CIP Notification Process | None | Continue with current CIP Notification Process and to explore technological solutions to improve the process | Ongoing | N/A |
| 12. | Homestead Exemption | CFO | Update of the fiscal impact of a homestead exemption on the Town's budget. | None | None | N/A | N/A |
| 13. | Monthly Community Highlights | TSO | To highlight individuals or groups within the community that have made a positive impact | None | Staff led initiative to highlight positive actions and happenings within the community | N/A | N/A |
| 14. | Outstanding Citizenship Recognition Program | TSO | Reviewed the Outstanding Citizenship Recognition Program | None | Engage local non-profit leaders to assist in the nomination and selection process | N/A | N/A |

# TOWN COUNCIL AGENDA ITEM NO. 16

# REGULAR ITEM

**DATE:** August 6, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **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.** ***(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its July 23, 2018, meeting.)***

**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the meeting, staff provided a copy of the development plan that was inadvertently left out of the P&Z agenda packet (See Attachment 2).

**ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
2. Development Plan

**LEGAL REVIEW:** N/A

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

# PLANNING AND ZONING COMMISSION
# AGENDA ITEM NO: 3

**DATE:** July 23, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **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.**

## I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

This application will require final action by the Town Council.

## II. APPLICATION ANALYSIS

The focus of this application is to obtain approval for a residential subdivision containing 35 residential lots, five x-lots (one of which to be dedicated to the Town for park purposes; see Town Council link, below), and two points of ingress/egress. The property is zoned Planned Development District-159 (PD-159) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications (see Attachment A3).

The development plan depicts required setbacks, buffers, and the detail related to the park land dedication of the bluebonnet area (approximately 1.15 acres) along the site's northern property line. Additionally, the plan is in compliance with the approved PD-159 ordinance.

On April 16, 2018, the Town Council approved a request for a Master Plan Amendment (MPA17-0012) to amend Section 1.0, Land Use Plan of the Master Plan to change the land use designation from Retail to High Density Single Family Detached. At the same meeting, the Town Council approved a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District–5 (SF-5) uses with certain exceptions and modifications to the Code of Ordinances and alternate park land dedication and fees.

## III. ATTACHMENTS

### A. Background Information

1. Vicinity Map

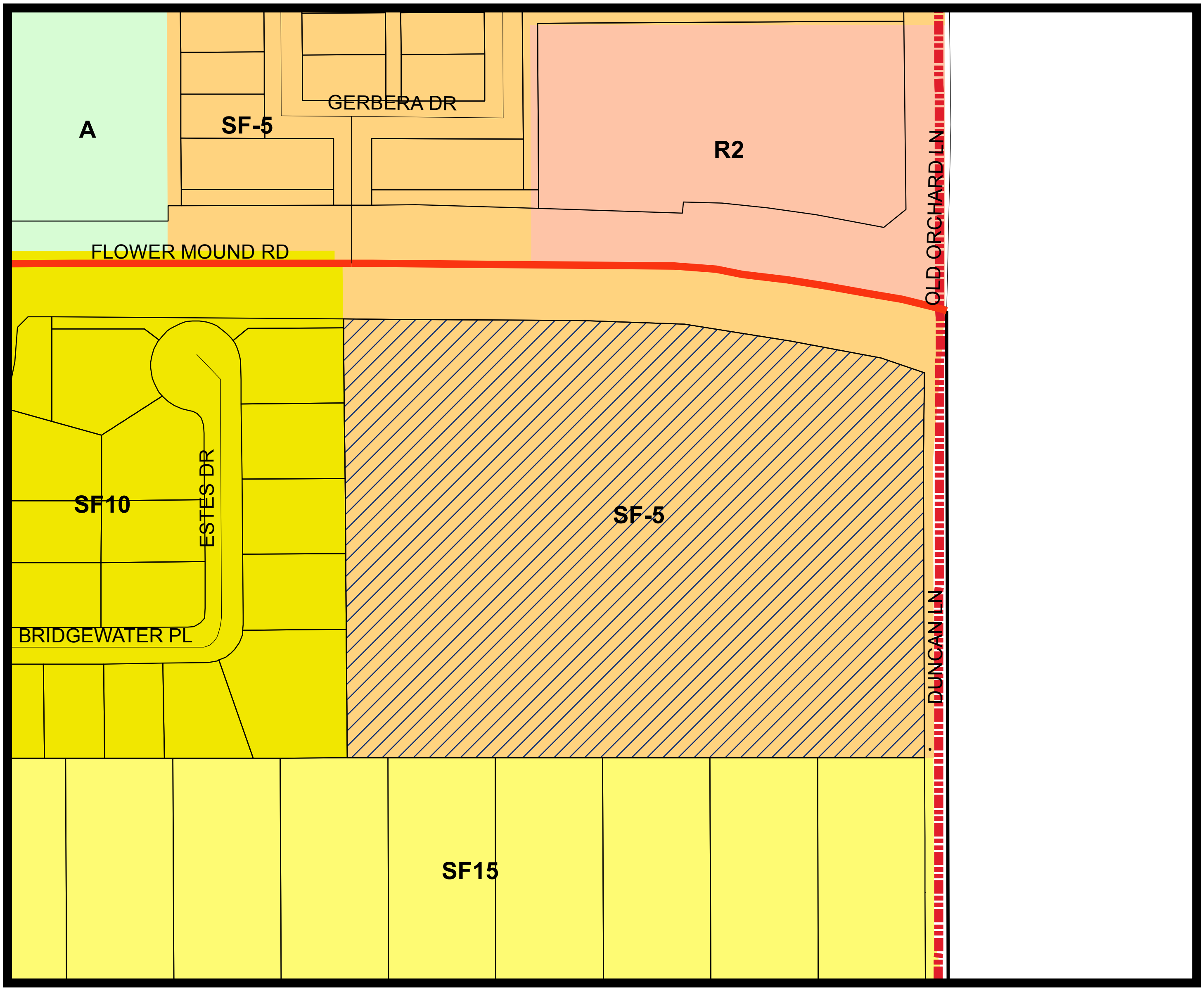
2. Letter of Intent
3. PD-159 Ordinance

**B. Application Details**

1. Development Plan Package

# Vicinity Map

*Reference Project: DP18-0004*

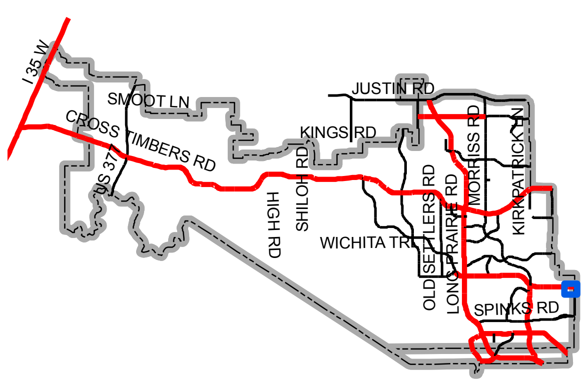



**LEGEND**

**Agriculture** **Retail 2** **Single Family 5** **Single Family 10** **Single Family 15**

Subject Property

0 155 310 620 Feet




Map Location

Rembert Enterprises, Inc.
3625 Bonanza Lane Flower Mound, TX 75022

May 02, 2018

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

RE: Tinley Park (Community)
Flower Mound, Texas

Dear Mr. Powell,

Please accept this as our formal Letter of Intent to describe the requested Development Plan.

On April 16, The Town Council approved PD-159 zoning for a single-family residential-5 subdivision (ZPD17-0012). Therefore, the project is in substantial conformity to the approved Conceptual Site Plan for the project. The subdivision will consist of 35 buildable lots, with five (5) X-lots-open space. We are preserving the natural gateway into our town by preserving a large portion of open space along Flower Mound Road (FM 3040). This Open Space has historically been used as a bluebonnet field entry into the town. We will attempt to preserve this historical view, by not interrupting the bluebonnet filed and the beautiful entrance in the Town will remain. The subdivision is planned to be constructed in a single phase. On April 16, 2018 the Town Council approved a Master Plan Amendment (MPA17-0012) for the site. The proposed development is a uniquely developed community that is adjacent to existing adjoining residential uses. The adjacent neighborhoods, Creekside by Toll Brothers is zoned Medium Density Residential and the community to the south is zoned Low Density. Adequate public facilities are already in place to support the proposed development. The Zoning PD-159 provides a minimum lot size of 6,000 sf, which is comparable to the lot sizes across the street (Orchard Flowers). Lot sizes in the proposed community will be a minimum of 6,000 sf, with an average of 7,714 sf, with our largest lot being 15,891 sf. Proposed uses and development standards are consistent with the purposes of the base zoning district.

The Planned Development District – 159 is surrounded by residential on the south and west side and major Town roads on the north and east side. The eastern boundary of the property is adjacent to the City of Lewisville. The plans conform to all Town land development regulations. We are providing approximately 1.158 acres of open space along Flower Mound Road (F.M. 3040) as a community buffer. The buffer opens along FM 3040 and far exceeds the 25’ required by the Towns’ regulations. In some cases, we exceed the required regulations by more than 100'. There are existing overhead power lines on the property that have been approved to remain on the property.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert

# TOWN OF FLOWER MOUND, TEXAS

## ORDINANCE NO.12-18

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 9.912 ACRES OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 159 (PD-159) WITH SINGLE-FAMILY DISTRICT-5 (SF-5) USES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

**WHEREAS,** in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 9.912 acres of land in the Rosannah Baker Survey, Abstract Number 49, has filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses; and,

**WHEREAS,** the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on April 9, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 16, 2018, with respect to the Zoning Planned Development; and,

**WHEREAS,** the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment on the property;

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

## 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:

> Approximately 9.912 acres of land situated in the Rosannah Baker Survey, Abstract No. 49, Denton County, Texas, and more fully described in Exhibit "A" hereto.
>
> Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses.

## SECTION 2

The development standards, conceptual site plan, and conceptual landscape plan of the proposed Planned Development District No. 159 (PD-159), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, and conceptual landscape plan, for this Planned Development District No. 159 (PD-159).

## SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District, as set forth above.

## SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in Exhibits "B," "C," and "D," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

## SECTION 5

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

## SECTION 6

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

**SECTION 7**

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

**SECTION 8**

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

**SECTION 9**

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

**SECTION 10**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 3 TO 2, ON THIS THE 16TH DAY OF APRIL, 2018.**

**APPROVED:**

Thomas E. Hayden

**Thomas E. Hayden, MAYOR**

**ATTEST:**

Theresa Scott

**Theresa Scott, TOWN SECRETARY**

## Exhibit "A"

PROPERTY
DESCRIPTION:

Being a 9.912 acre tract of land situated in the Rosannah Baker Survey, Abstract No. 49, in Denton County, Texas, being a portion of that same tract conveyed to The Eddie & Wynelle Parker Family Limited Partnership by deed recorded in Document No. 1994-780 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows; (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000150630):

BEGINNING at a 1/2 inch rebar with a cap marked "DAA" found for the Southeast corner of Block A of Creekside at Heritage Park Phase Two A, an addition to the City of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Document No. 2016-129 of the Map Records of Denton County, Texas, said point lying in the North line of a tract of land conveyed to Samantha M. Murchek by deed recorded in Document No. 2012-7859 of the Deed Records of Denton County, Texas, and being the Southwest corner of the herein described tract;

THENCE North 00 Degrees 08 Minutes 40 Seconds West, departing the North line of said Murchek tract, with the East line of said Creekside at Heritage Park Phase Two A addition, over, across and through said Eddie & Wynelle Parker Family Limited Partnership tract, a distance of 590.84 feet to a point for corner in a concrete sidewalk for the Northeast corner of Lot 50X of said Creekside at Heritage Park Phase Two A addition and lying on the South right-of- way line of F.M. 3040 (Flower Mound Road) (variable width right-of-way), said point being the Northwest corner of the herein described tract, from which an "X" found for reference at the Northeast corner of Lot 8 of said Creekside at Heritage Park Phase Two A addition and the Southeast comer of said Lot 50X bears South 00 Degrees 08 Minutes 40 Seconds East, a distance of 20.00 feet;

THENCE North 89 Degrees 58 Minutes 11 Seconds East, with the South right-of-way line of said F.M. 3040, a distance of 297.06 feet to a 1/2 inch rebar with a cap marked "DAA" found for corner;

THENCE South 87 Degrees 45 Minutes 15 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 98.87 feet to a TXDOT monument found for corner;

THENCE South 85 Degrees 13 Minutes 59 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 100.18 feet to a TXDOT monument found for corner;

THENCE South 83 Degrees 02 Minutes 25 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 100.91 feet to a 1/2 inch rebar with a cap marked "DAA" found for corner;

THENCE South 79 Degrees 40 Minutes 55 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 82.33 feet to a 60D nail found at the westernmost end of a corner clip at the intersection of the South right-of-way line of said F.M. 3040 with the West right-of-way line of Duncan Lane (variable width right-of-way), said point being the northernmost Northeast corner of the herein described tract;

THENCE South 45 Degrees 01 Minutes 41 Seconds East, with the Southwest line of said corner clip, a distance of 103.66 feet to a 60D nail found at the southernmost end of said corner clip on the West right-of-way line of said Duncan Lane, said point being the easternmost Northeast corner of the herein described tract;

THENCE South 00 Degrees 18 Minutes 44 Seconds East, with the West right-of-way line of said Duncan Lane, a distance of 476.48 feet to a 1/2 inch rebar found for corner, said point being the Southeast comer of the herein described tract;

THENCE South 89 Degrees 50 Minutes 29 Seconds West, departing the West right-of-way line of said Duncan Lane and with the North line of a tract of land described to Edward D. Rose by deed recorded in Volume 5033, Page 3663 of the Deed Records of Denton County, Texas, the North line of a tract of land described to J.D. Stallcup and wife, Vet Thi Stallcup by deed recorded in Volume 3449, Page 843 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Phillip Massengale by deed recorded in Document No. 2011-50655 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Richard Murchek and wife, Tamra Murchek by deed recorded in Document No. 2013-95364 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Jack D. Ridinger and Sharon Ridinger by deed recorded in Volume 1011, Page 449 of the Deed Records of Denton County, Texas and the North line of said Samantha M. Murchek tract, a distance of 751.29 feet to the POINT OF BEGINNING and containing 431,771 square feet or 9.912 acres of land, more or less.

# Exhibit "B"

## Development Standards

## Planned Development District No. 159 (PD-159)

## Tinley Park

The development on the property comprising approximately 9.912 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-159 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. Exhibits.

The following exhibits are incorporated into this Planned Development District:

1. Exhibit C: Conceptual Site Plan.
2. Exhibit D: Conceptual Landscape Plan.

B. Uses.

Development of Tinley Park, comprising approximately 9.912 acres of land, shall comply with all regulations applicable to the Single Family Residential District-5 (SF-5) contained in the Town's Land Development Regulations.

C. Minimum and maximum dimensions.

1. The maximum number of lots shall be 35.
2. Minimum lot area per dwelling. The minimum lot area shall be 6,000 square feet, subject to section 98-1023.

3. Minimum lot width. Except as provided in this subparagraph, the minimum lot width shall be 50 feet, subject to section 98-1024.

   a. All side yard property lines shall align with the side yard property lines of the adjacent subdivision (Creekside at Heritage Park, Phase 2A) for the following lots as shown on Exhibit C:

      i. Block A, Lots 2 through 5.

4. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.

5. Minimum front yard.

   a. The minimum front yard setback shall be 20 feet, subject to section 98-1026.

   b. A front entry garage shall be set back a minimum of 20 feet from the front property line.

   c. Fences shall not extend into the front yard beyond the front façade of the residential dwelling.

6. Minimum side yard. Except as provided in this subparagraph, the minimum side yard shall be five feet, subject to section 98-1027.

   a. Minimum side yard shall be 10 feet, subject to section 98-1027, for the following lots as shown on Exhibit C:

      i. Block A, Lots 2 through 5.

7. Minimum rear yard. Except as provided in this subpargraph, the minimum rear yard shall be 10 feet, subject to section 98-1028.

   a. Minimum rear yard shall be 25 feet, subject to section 98-1028, for the following lots as shown on Exhibit C:

      i. Block A, Lots 2 through 5.

b. Minimum rear yard shall be 30 feet, subject to section 98-1028, for the following lot as shown on Exhibit C:

i. Block A, Lot 11.

c. Minimum rear yard shall be 35 feet, subject to section 98-1028, for the following lots as shown on Exhibit C:

i. Block A, Lots 10 and Lots 12 through 21.

8. Maximum lot coverage. The maximum lot coverage shall be 55 percent, subject to section 98-1029.

9. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.

10. The minimum and maximum dimensions contained in subparagraph c of this paragraph shall not apply to the x-Lots owned by the Homeowners' Association for Tinley Park ("HOA"), and located as shown on Exhibit "D".

D. Landscape Standards.

1. Landscaping shall be in accordance with the Town's landscape ordinance as amended, and the Town's Urban Design Plan except as otherwise provided and/or limited herein.

2. The minimum width of the landscaped street buffer from the street right-of-way line along Flower Mound Road shall be 25 feet.

3. A minimum of three trees, three caliper inch each, chosen from the Town's approved planting list, shall be provided in the rear yard for Block A, Lots 2 through 5. One of the required trees for each lot may be planted in an adjoining rear yard with the permission of the adjoining property owner.

F. Supplemental Standards.

1. A minimum of ten off-street parking spaces shall be provided in the location shown on Exhibit C.

2. All landscaping, common areas, and open space shall be in general conformance with Exhibit "D".

3. All landscaping and open space shall be in general conformance with the conceptual landscape plan with Exhibit "D".

4. Sec. 90-272(a). - Lot depth. Residential lots shown on Exhibit C may provide for lot depth in excess of 2 ½ times lot width.

5. For all lots abutting the southern property line, windows located on the south façade of a residential dwelling above a first floor are prohibited.

6. For all lots abutting the southern property line, balconies located on the south façade of a residential dwelling above a first floor are prohibited.

7. Development shall include all of the improvements as depicted on Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.

G. Exceptions. The following exception to the Town's Ordinances shall apply to this Planned Development.

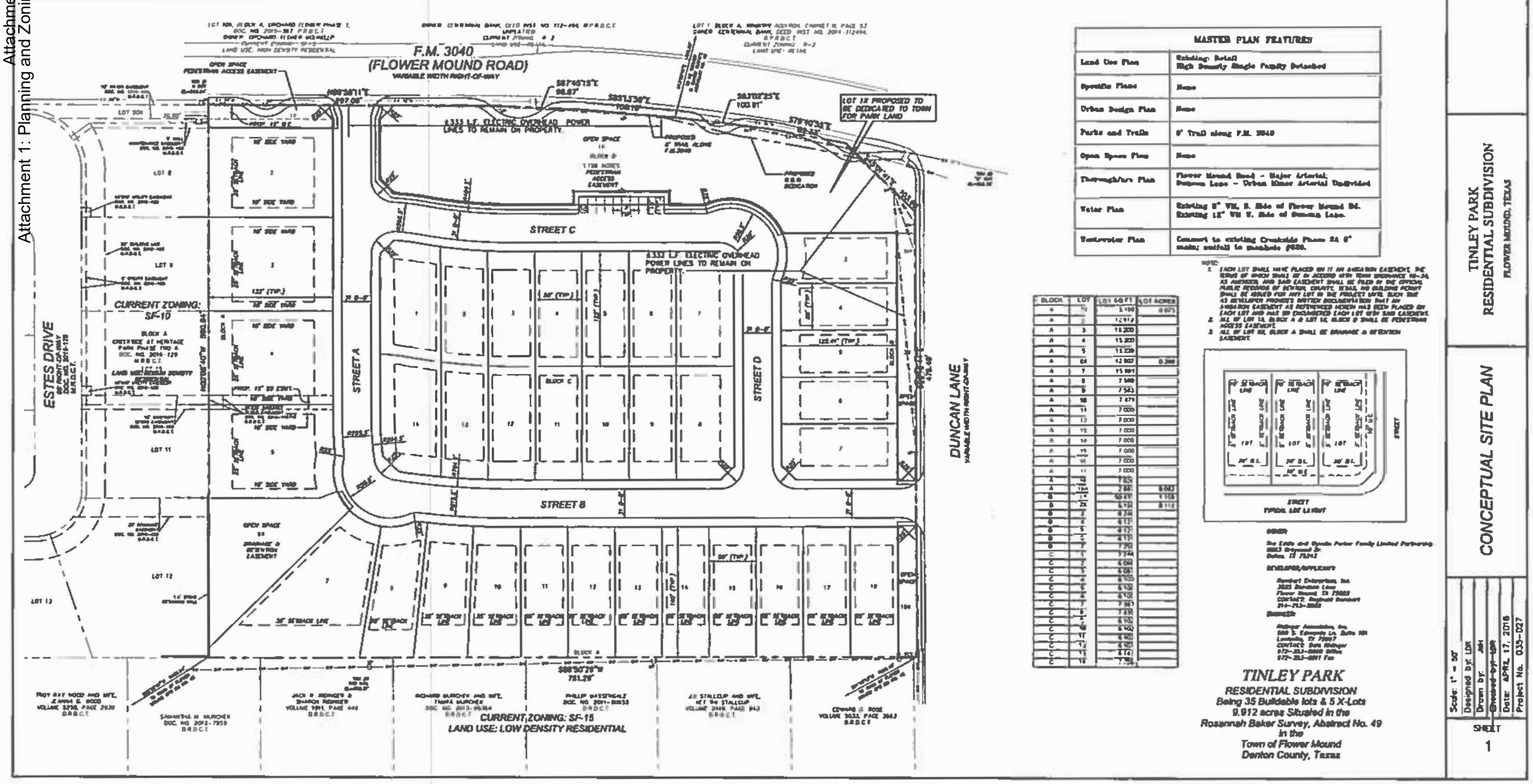
1. Sec. 90-423. - Underground utilities. This exception shall be limited to approximately 333 feet along the northern property line and approximately 332 feet along the eastern property line, in the locations as shown on Exhibit C.

2. Section 98-1027, Minimum side yard setback.

   a. Except as provided in this section, the minimum side yard setback applies to this Planned Development.

b. Flower Mound Road. Minimum side yard setback for Block A, Lot 2 is 35 feet.

Attachment A(3): PD-159 Ordinance
Attachment 1: Planning and Zoning Commission Staff Report

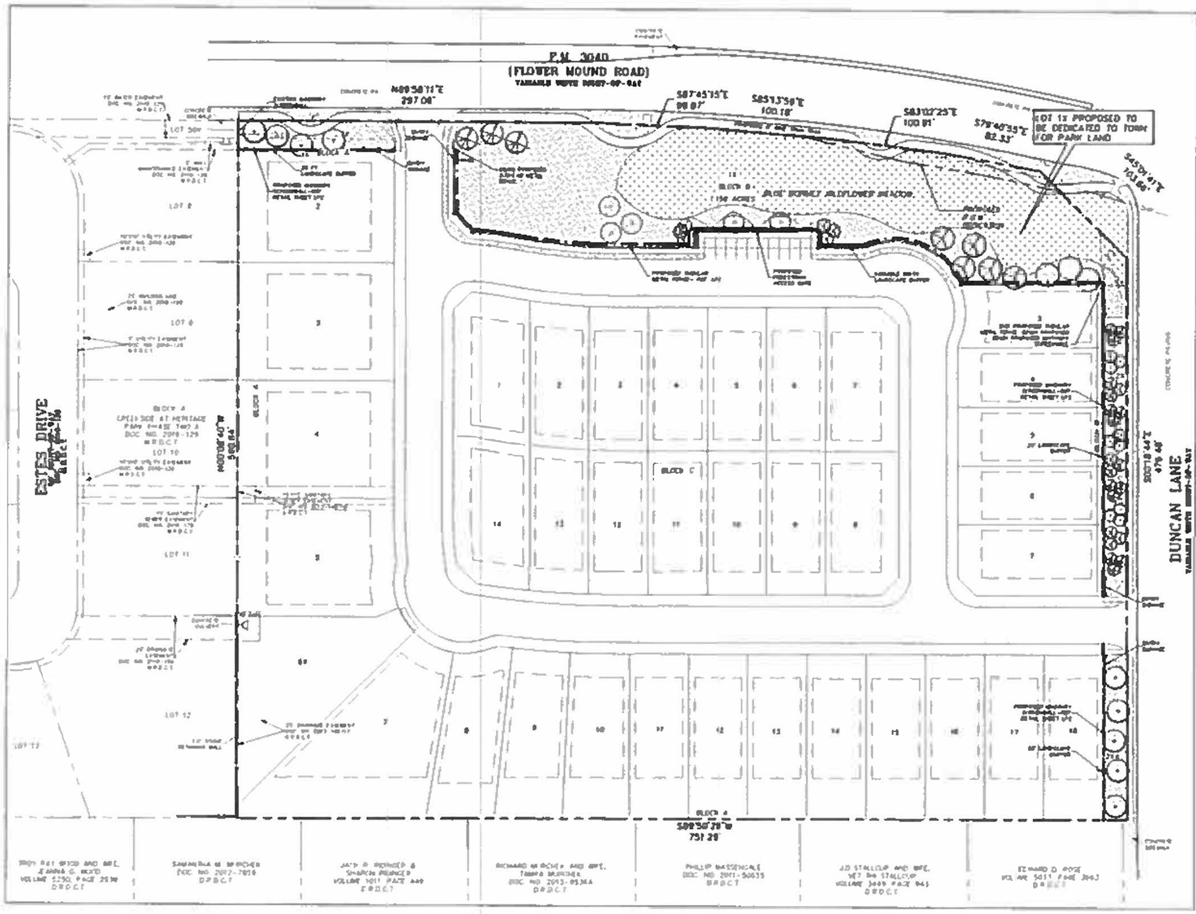


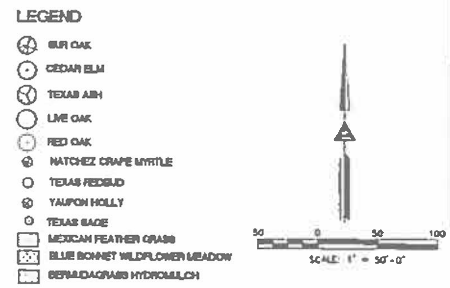

| DEVELOPMENT DATA | |
|---|---|
| PROPOSED USE: | PD FOR SINGLE FAMILY DISTRICT-5 (SF-5) USES |
| CURRENT ZONING: | AGRICULTURAL |
| TOTAL GROSS LAND AREA: | ±9.912 ACRES |
| R.O.W. DEDICATION AREA: | ±0.047 ACRES |
| TOTAL NET LAND AREA: | ±9.865 ACRES |
| TOTAL AREA OF LOTS = 6.20 AC. | 62.85% |
| MINIMUM LOT AREA: | 6,000 S.F. |
| MINIMUM LOT WIDTH: | 50 FT. & 100 FT. SEE PD-159 |
| MINIMUM FLOOR AREA: | 1,800 S.F. |
| MINIMUM FRONT YARD: | 20 FT. |
| MINIMUM SIDE YARD: | 5 FT. & 10 FT. SEE PD-159 |
| MINIMUM REAR YARD: | 10 FT., 20 FT., 25 FT., 30 FT., OR 35 FT. SEE PD-159 |
| MAXIMUM LOT COVERAGE: | 55% |
| MAXIMUM HEIGHT: | 3/35 FT. |
| PARKING PROVIDED: | 2 SP./ DWELLING PLUS 10 VISITOR SPACES |

| PROJECT DATA TABLE | |
|---|---|
| GROSS SITE AREA | 9.912 ACRES |
| PROPOSED USE | PD FOR SINGLE FAMILY DISTRICT-5 (SF-5) USES |
| CURRENT ZONING | AGRICULTURAL |
| OPEN SPACE | |
| PRIVATE OPEN SPACE LOTS | 1.707 ACRES |
| TOTAL OPEN SPACE | 1.707 ACRES |
| PROPOSED LOTS | |
| RESIDENTIAL | 35 LOTS |
| RESIDENTIAL LOTS AREA | 6.20 ACRES |
| MIN. RESIDENTIAL LOT SIZE | 6,000 S.F. |
| MAX. RESIDENTIAL LOT SIZE | 13,891 S.F. |
| AVG. RESIDENTIAL LOTS SIZE | 7,716 S.F. |
| PRIVATE OPEN SPACE X-LOTS | 5 LOTS |
| TOTAL ALL LOTS | 40 LOTS |

EXHIBIT "D"

ORDINANCE NO
12-18




| | | | |
|---|---|---|---|
| [illegible] | [illegible] | [illegible] | [illegible] |
| F.M. 3040 | 25 FT | [illegible] | |
| DUNCAN LANE | 15 FT | 20 FT | |
| STANDARD | [illegible] | REQUIRED | PROVIDED |
| 1 PER 30 L.F | [illegible] | [illegible] TREES | [illegible] TREES |
| STANDARD | [illegible] | REQUIRED | PROVIDED |
| 1 PER 30 L.F | DUNCAN LANE | 10 TREES | 10 TREES |
| STANDARD | [illegible] | REQUIRED | PROVIDED |
| [illegible] | 14 SPACES | [illegible] | [illegible] |
| STANDARD | [illegible] | REQUIRED | PROVIDED |
| 1 PER 10 PARKING SPACES | 14 | [illegible] | [illegible] |
| ALL PARKING SPACES ARE LOCATED WITHIN 50 FT OF A TREE | | | |

## GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within 1" of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rototaile the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

## IRRIGATION NOTES

1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

ST. CLAIR DESIGN GROUP
Landscape Architecture

**TINLEY PARK**
RESIDENTIAL SUBDIVISION
9.912 acres Situated in the
Rosannah Baker Survey, Abstract No. 49
in the
Town of Flower Mound
Denton County, Texas

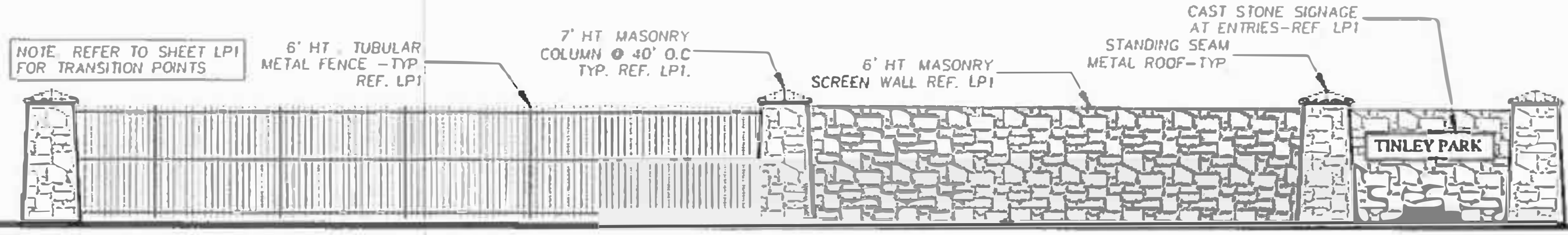
Ridinger Associates, Inc.
Civil Engineers - Planners

TINLEY PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

CONCEPTUAL LANDSCAPE PLAN

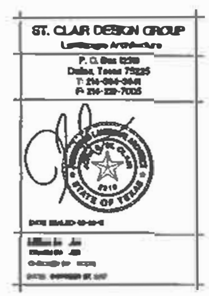
Scale 1" = 50'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDC
Date: APRIL 17, 2018
Project No. 035-027

SHEET
LP1




WALL AND FENCE PARTIAL ELEVATION

NOT TO SCALE




**TINLEY PARK**
RESIDENTIAL SUBDIVISION
9.912 acres Situated in the
Roxannah Baker Survey, Abstract No. 49
in the
Town of Flower Mound
Denton County, Texas

Ridinger Associates, Inc.
Civil Engineers - Planners

TINLEY PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

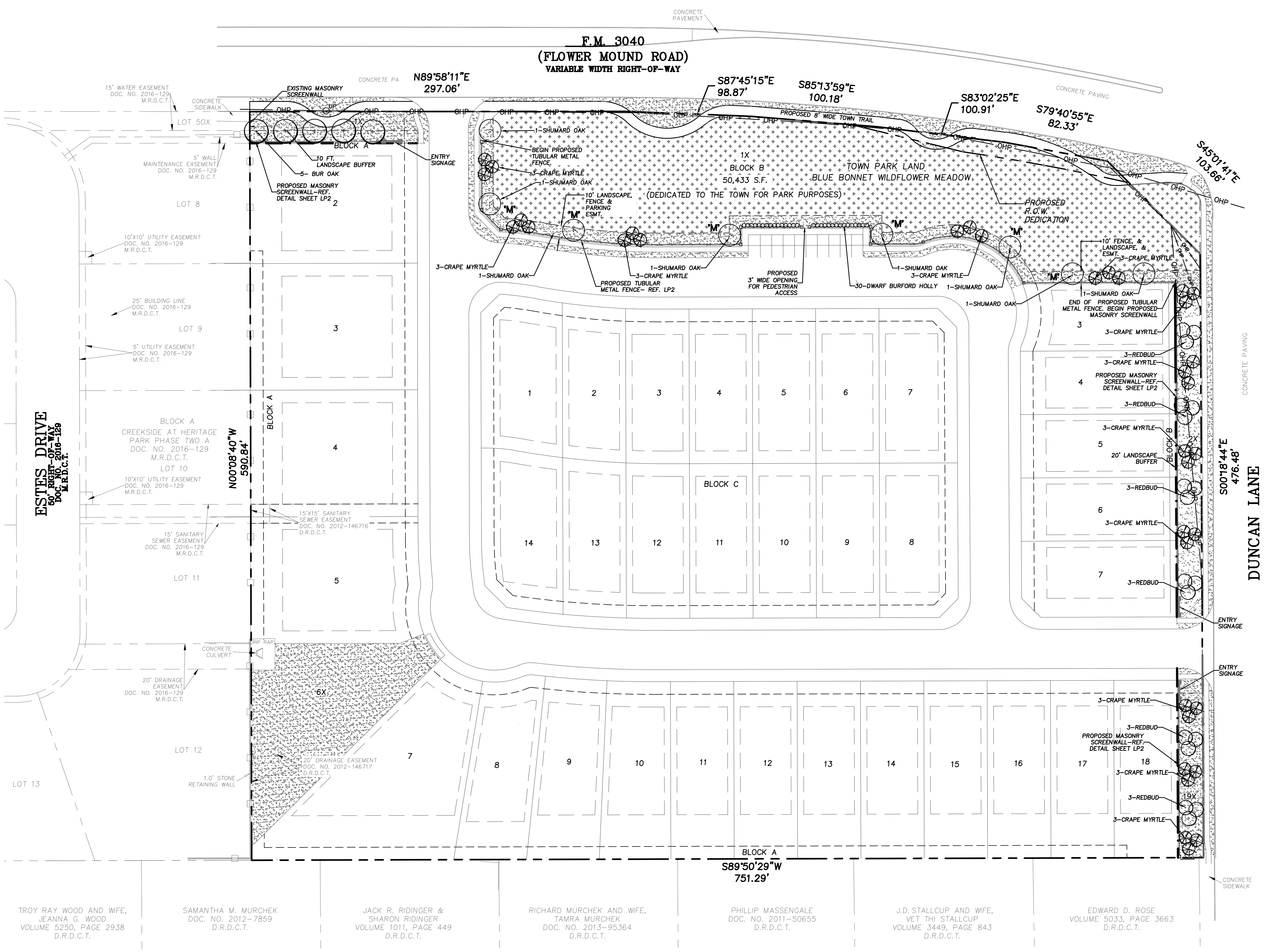
CONCEPTUAL LANDSCAPE PLAN
DETAILS

Scale: NOT TO SCALE
Designed by: JES
Drawn by: JES
Checked by: SCDG
Date: MARCH 26, 2018
Project No. 015-027

SHEET
LP2

EXHIBIT "D"

ORDINANCE NO.




SCALE: 1" = 50'-0"

## LEGEND

- 5-BUR OAK / Quercus macrocarpa / 3" CAL. /8' ht. min. / container grown
- 8-SHUMARD RED OAK / Quercus shumardii / 3" CAL. / 8' ht. min. /container grown
- 36-NATCHEZ CRAPE MYRTLE / Lagerstroemia indica / 15 Gal. container /8' ht. min./ 3 trunks min / matched
- 18-REDBUD / Cercis canadensis 'Texensis' / 15 Gal. / 8' ht. min.
- 30-DWF. BURFORD HOLLY / Ilex cornuta burfordii nana / 5 gal. container/ 30" o.c.
- BLUE BONNET WILDFLOWER MEADOW - BY OTHERS
- BERMUDAGRASS HYDROMULCH

"M" DENOTES TREES TO BE COUNTED TOWARD TREE MITIGATION.

| STREET BUFFER LANDSCAPING | | | |
|---|---|---|---|
| STANDARD | REQUIRED BUFFER WIDTH | PROVIDED | |
| FM 3040 | 25 FT. | 25 FT. | |
| | | | |
| DUNCAN LANE | 15 FT. | 20 FT. | |
| STREET BUFFER TREES | | | |
| STANDARD | STREET FRONTAGE (LINEAR FEET) | REQUIRED | PROVIDED |
| 1 PER 30 L.F. | FM 3040 = 132 L.F. | 5 TREES | 5 LARGE TREES |
| STANDARD | STREET FRONTAGE (LINEAR FEET) | REQUIRED | PROVIDED |
| 1 PER 30 L.F. | DUNCAN LANE = 373.42 L.F. | 13 TREES | 39-ORN. TREES |
| PARKING AREA LANDSCAPING | | | |
| STANDARD | NO. OF PARKING SPACES | REQUIRED | PROVIDED |
| 90 S.F. PER 12 SPACES | 10 SPACES | 90 S.F. | 1715 S.F. |
| PARKING AREA TREES | | | |
| STANDARD | NO. OF PARKING SPACES | REQUIRED | PROVIDED |
| 1 PER 10 PARKING SPACES | 10 | 1 TREE | 2-LARGE TREES |
| ALL PARKING SPACES ARE LOCATED WITHIN 50 FT. OF A TREE. | | | |

**TREE MITIGATION:**
THERE ARE 2 EXISTING PROTECTED TREES ON THIS SITE.
THERE ARE 8 LARGE TREES AND 15 SMALL TREES THAT ARE NOT REQUIRED PLACED ALONG THE 10' LANDSCAPE, FENCE, AND PARKING EASEMENT TO SUFFICIENTLY SATISFY THE TREE MITIGATION REQUIREMENT FOR THE SITE.

**NOTE:**
THE 10' LANDSCAPE, PARKING AND FENCE EASEMENT ALONG THE SOUTH AND WEST SIDE OF THE PARK LAND DEDICATION PARK LAND DEDICATION IS TO BE MAINTAINED BY THE HOA.

## GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggerd. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

## IRRIGATION NOTES:

1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. No Irrigation in wildflower area.

**ST. CLAIR DESIGN GROUP**
Landscape Architecture
P. O. Box 12519
Dallas, Texas 75225
T: 214-394-3641
F: 214-219-7005

REGISTERED LANDSCAPE ARCHITECT
JOHN B. ST. CLAIR
2210
STATE OF TEXAS

DATE SEALED: 6-25-18

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDG
DATE: June 25, 2018

*DEVELOPMENT PLAN*
*TINLEY PARK*
*RESIDENTIAL SUBDIVISION*
*9.912 acres Situated in the*
*Rosannah Baker Survey, Abstract No. 49*
*in the*
*Town of Flower Mound*
*Denton County, Texas*

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

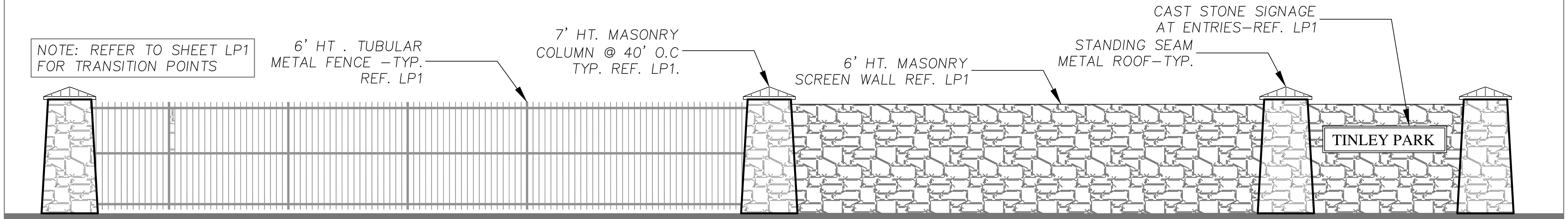
Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

TINLEY PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

DEVELOPMENT LANDSCAPE PLAN

Scale: 1" = 50'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: JUNE 25, 2018
Project No. 035-027

SHEET
LP1




## WALL AND FENCE PARTIAL ELEVATION

NOT TO SCALE

ST. CLAIR DESIGN GROUP
Landscape Architecture
P. O. Box 12519
Dallas, Texas 75225
T: 214-394-3641
F: 214-219-7005

REGISTERED LANDSCAPE ARCHITECT
JOHN B. ST. CLAIR
2210
STATE OF TEXAS

DATE SEALED: 6-25-18

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDG
DATE: JUNE 25, 2018

DEVELOPMENT
LANDSCAPE PLAN DETAILS
TINLEY PARK
RESIDENTIAL SUBDIVISION
9.912 acres Situated in the
Rosannah Baker Survey, Abstract No. 49
in the
Town of Flower Mound
Denton County, Texas

| No. | Date | Revisions | App. |
|---|---|---|---|

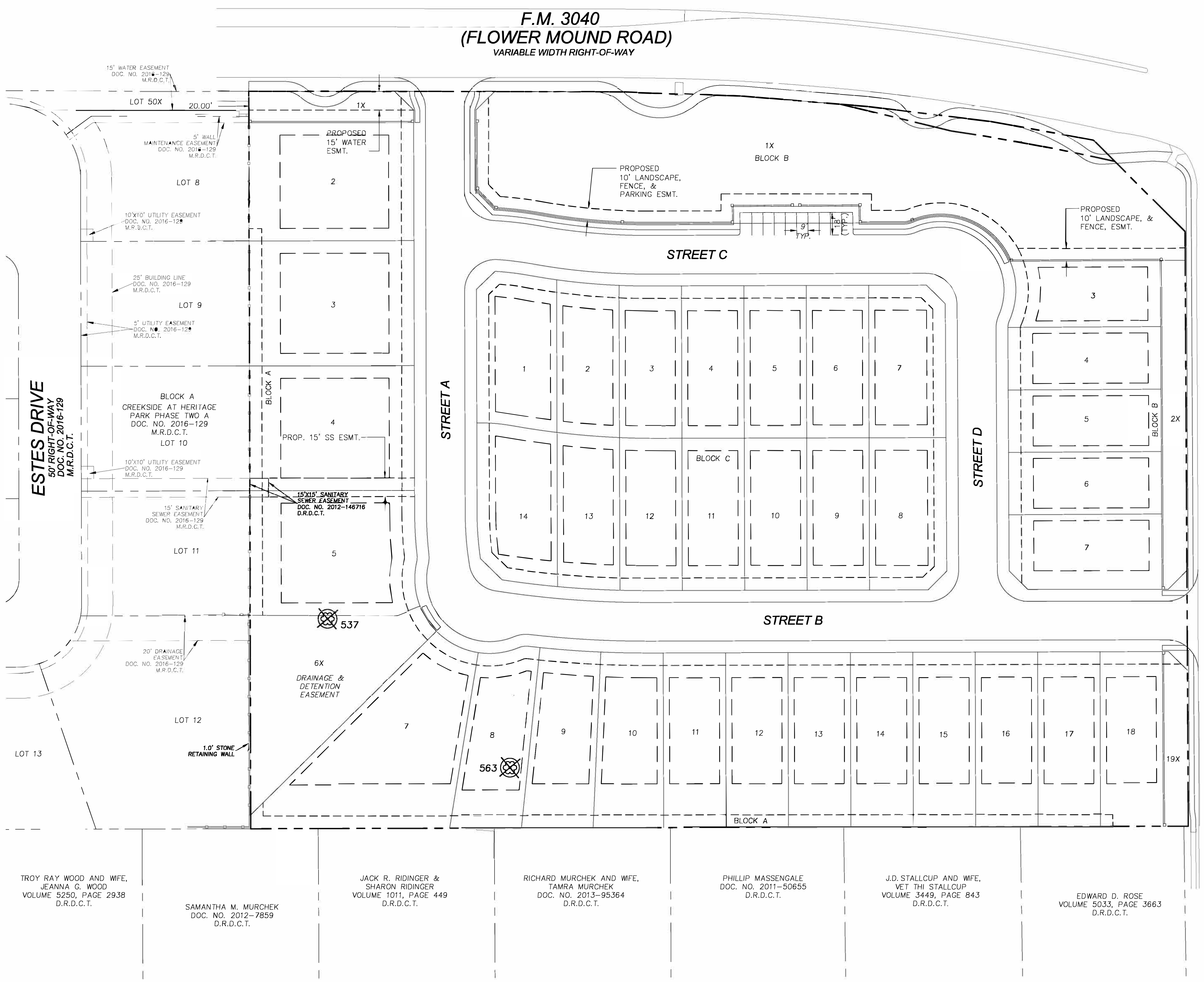
Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

TINLEY PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

DEVELOPMENT
LANDSCAPE PLAN
DETAILS

Scale: NOT TO SCALE
Designed by: JBS
Drawn by: JBS
Checked by: SCDG
Date: JUNE 25, 2018
Project No. 035-027

SHEET
LP2




50 0 50 100
1"=50'

TREE LEGEND

PROTECTED TREE TO BE REMOVED

NOTES:

TREE MITIGATION:
IN THE 10' LANDSCAPE, FENCE, & PARKING EASEMENT LOCATED ALONG THE SOUTH AND WEST SIDE OF THE PARK LAND DEDICATION, 8 LARGE & 15 SMALL ADDITIONAL TREES ARE TO BE PLANTED. THESE TREES ARE NOT REQUIRED TREES. THE PLANTING OF THESE TREES SHOULD SUFFICIENTLY SATISFY TREE MITIGATION REQUIREMENT FOR THE SITE.

| TAG NO. | CALIPER (IN.) | COMMON NAME / SCIENTIFIC NAME | PROTECTED | LOCATION | STATUS | CONDITION | NOTES |
|---|---|---|---|---|---|---|---|
| 537 | 7" | GREEN ASH / Franxinus Species | PROTECTED | BUILDABLE AREA | REMOVE | GOOD | |
| 563 | 10" Two Trunk | CEDAR ELM / Ulmus crassifolia | PROTECTED | BUILDABLE AREA | REMOVE | GOOD | Two Limb Tree |

2 – PROTECTED TREES ON-SITE.
2 – PROTECTED TREES TO BE REMOVED FROM A BUILDABLE AREA.

# TINLEY PARK
RESIDENTIAL SUBDIVISION
Being 35 Buildable lots & 5 X-Lots
9.912 acres Situated in the
Rosannah Baker Survey, Abstract No. 49
in the
Town of Flower Mound
Denton County, Texas

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

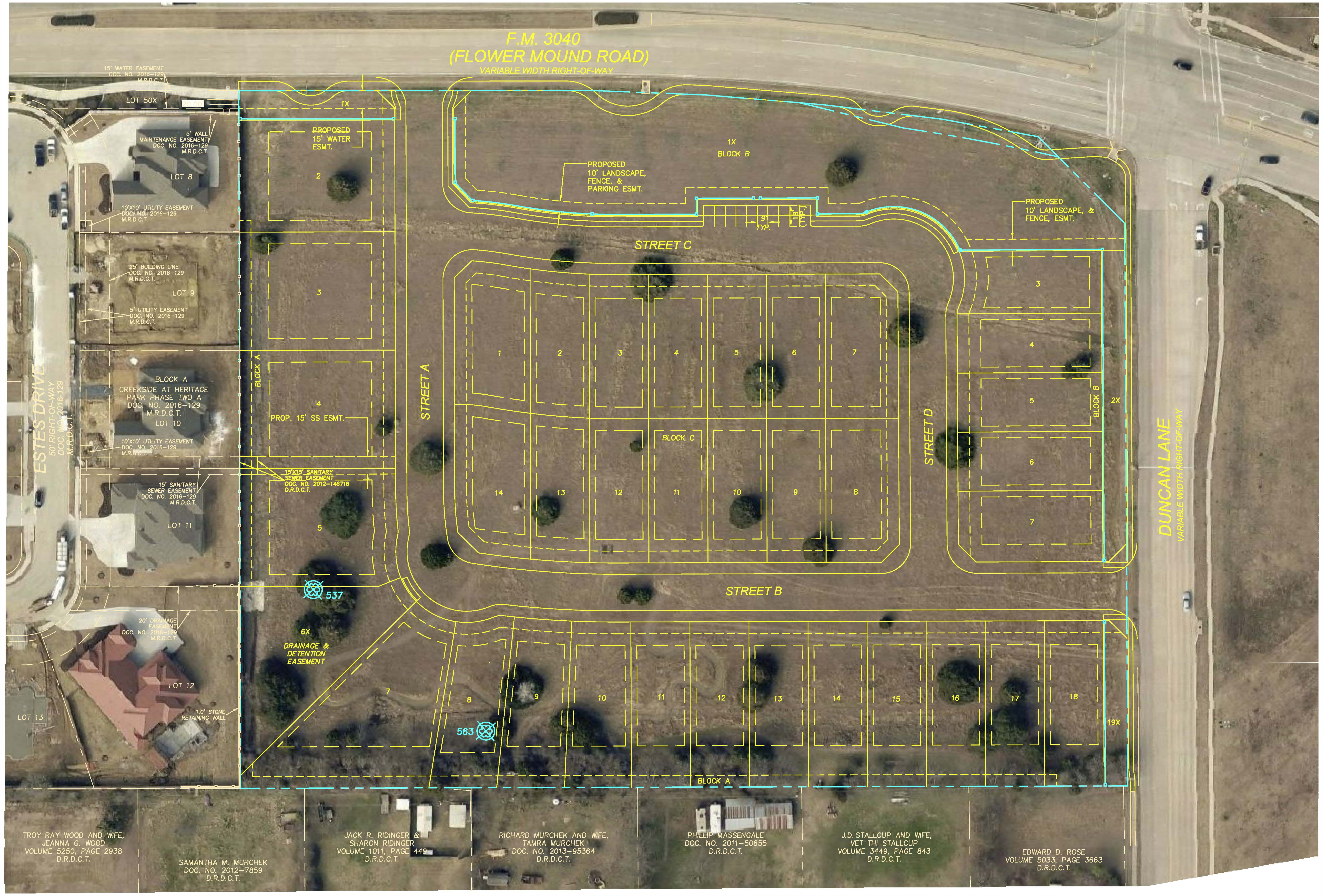
MATTHEW CLEMONS
ASCA
06/25/18

TINLEY PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY

Scale: 1" = 50'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: JUNE 25, 2018
Project No. 035-027

SHEET
TS–1




50 0 50 100
1"=50'

TREE LEGEND

PROTECTED TREE TO BE REMOVED

NOTES:

TREE MITIGATION:
IN THE 10' LANDSCAPE, FENCE, & PARKING EASEMENT LOCATED ALONG THE SOUTH AND WEST SIDE OF THE PARK LAND DEDICATION, 8 LARGE & 15 SMALL ADDITIONAL TREES ARE TO BE PLANTED. THESE TREES ARE NOT REQUIRED TREES. THE PLANTING OF THESE TREES SHOULD SUFFICIENTLY SATISFY TREE MITIGATION REQUIREMENT FOR THE SITE.

| TAG NO. | CALIPER (IN.) | COMMON NAME / SCIENTIFIC NAME | PROTECTED | LOCATION | STATUS | CONDITION | NOTES |
|---|---|---|---|---|---|---|---|
| 537 | 7" | GREEN ASH / Franxinus Species | PROTECTED | BUILDABLE AREA | REMOVE | GOOD | |
| 563 | 10" Two Trunk | CEDAR ELM / Ulmus crassifolia | PROTECTED | BUILDABLE AREA | REMOVE | GOOD | Two Limb Tree |

2 – PROTECTED TREES ON–SITE.
2 – PROTECTED TREES TO BE REMOVED FROM A BUILDABLE AREA.

# TINLEY PARK
RESIDENTIAL SUBDIVISION
Being 35 Buildable lots & 5 X-Lots
9.912 acres Situated in the
Rosannah Baker Survey, Abstract No. 49
in the
Town of Flower Mound
Denton County, Texas

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

MATTHEW CLEMONS
asca AMERICAN SOCIETY of CONSULTING ARBORISTS
Registered Consulting Arborist #623
06/25/18

TINLEY PARK
RESIDENTIAL SUBDIVISION
FLOWER MOUND, TEXAS

TREE SURVEY

Scale: 1" = 50'
Designed by: LDR
Drawn by: JWH
Checked by: LDR
Date: JUNE 25, 2018
Project No. 035-027

SHEET
TS-1

SCALE: 1" = 50'

**LEGEND OF ABBREVIATIONS**

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DENTON COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT

Curve Data Table

| Curve # | Arc | Radius | Delta | Chord Bearing | Chord |
|---|---|---|---|---|---|
| C1 | 50.58' | 280.00' | 010°20'58" | N84°58'11"W | 50.51' |
| C2 | 90.44' | 500.00' | 010°21'50" | N84°58'36"W | 90.32' |
| C3 | 153.50' | 800.00' | 010°59'36" | S84°39'43"E | 153.26' |
| C4 | 73.67' | 280.00' | 015°04'28" | S07°40'54"E | 73.46' |
| C5 | 37.50' | 305.00' | 007°02'38" | N83°19'00"W | 37.47' |
| C6 | 85.92' | 475.00' | 010°21'50" | N84°58'36"W | 85.80' |
| C7 | 6.22' | 15.50' | 022°59'47" | S78°20'35"W | 6.18' |
| C9 | 5.84' | 15.50' | 021°35'31" | N13°00'22"E | 5.81' |
| C10 | 0.68' | 15.50' | 002°31'20" | N00°56'56"E | 0.68' |
| C11 | 94.74' | 60.00' | 090°28'19" | N67°55'09"W | 85.20' |
| C12 | 133.38' | 1769.07' | 004°19'11" | N79°27'29"W | 133.35' |
| C13 | 7.91' | 15.50' | 029°14'54" | N81°55'50"E | 7.83' |
| C14 | 48.68' | 60.00' | 046°29'07" | N00°33'34"E | 47.35' |
| C15 | 32.95' | 60.00' | 031°27'38" | N83°02'12"E | 32.53' |
| C16 | 38.26' | 60.00' | 036°32'21" | S62°57'49"E | 37.62' |
| C17 | 24.29' | 60.00' | 023°11'56" | S33°05'40"E | 24.13' |
| C18 | 36.08' | 60.00' | 034°26'57" | S04°16'13"E | 35.53' |
| C19 | 5.26' | 15.50' | 019°26'16" | S03°14'08"W | 5.23' |

HOA LOT AREA TABLE

| LOT | BLOCK | AREA (SF) | AREA (AC) |
|---|---|---|---|
| 1X | A | 3188 | 0.073 |
| 6X | A | 12907 | 0.296 |
| 19X | A | 2687 | 0.062 |
| 2X | B | 13229 | 0.118 |

RESIDENTIAL LOT CRITERIA (PER ZONING)

| | |
|---|---|
| MINIMUM LOT AREA | 6,000 S.F. |
| MINIMUM LOT WIDTH | 50' SEE PD-159 |
| MINIMUM LOT DEPTH | N/A |
| MINIMUM FRONT YARD BL | 20' |
| MINIMUM REAR YARD BL | 10', 20', 25', 30', OR 35' SEE PD-159 |
| MINIMUM SIDE YARD BL | 5' & 10' SEE PD-159 |
| MAXIMUM LOT COVERAGE | 55% |
| MINIMUM FLOOR AREA | 1,800 S.F. |
| MAXIMUM BUILDING HEIGHT | 3 STORIES OR 35' |

SURVEYOR'S NOTES:

1. Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000150630.
2. Elevations are based on Town of Flower Mound GPS Benchmark Monument No. 42. Elevation = 564.88'.
3. This property lies within Zone X of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0545 G, with an effective date of April 18, 2011, via scaled map location and graphic plotting.
4. Monuments are found unless specifically designated as set.
5. Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
6. No Concentrated drainage shall be directed at downstream lots.
7. Pursuant to the Ordinance No. 36-92 of the Town of Flower Mound, Texas, a mandatory Homeowner's Association shall be established and created to assume and be responsible for the continuous and perpetual operation maintenance and/or supervisions of drainage easements, landscaping systems or their physical facilities of ground held in common and necessary or desirable for the welfare of the area of subdivision or that are of common use or benefit. Said mandatory Homeowner's Association shall be responsible for the continuous and perpetual operation maintenance and/or supervision of the landscape systems, features or elements located in parkway common area, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainage ways or drainage structures, or at subdivision entryways.
8. All X-lots are un-buildable and shall be dedicated to and maintained by the Homeowner's Association.
9. All retaining/detaining walls, turn-down curbs, tree retaining walls shall be clad in a material to complement the material and colors within this development.
10. The 10' Landscape, Fence, & Parking Easement located along the south and west side of the park land dedication shall be maintained by the HOA.
11. Lots 7-18, Block A:
    - Tall windows in a room that does not have a second story above it would not be considered a violation of the PD requirements.
    - Windows located on the south facade of a residential dwelling above a first floor are prohibited.
    - Balconies located on the south facade of a residential dwelling above a first floor are prohibited.
12. All private drainage easements are responsibility of HOA to maintain.

MASTER PLAN FEATURES

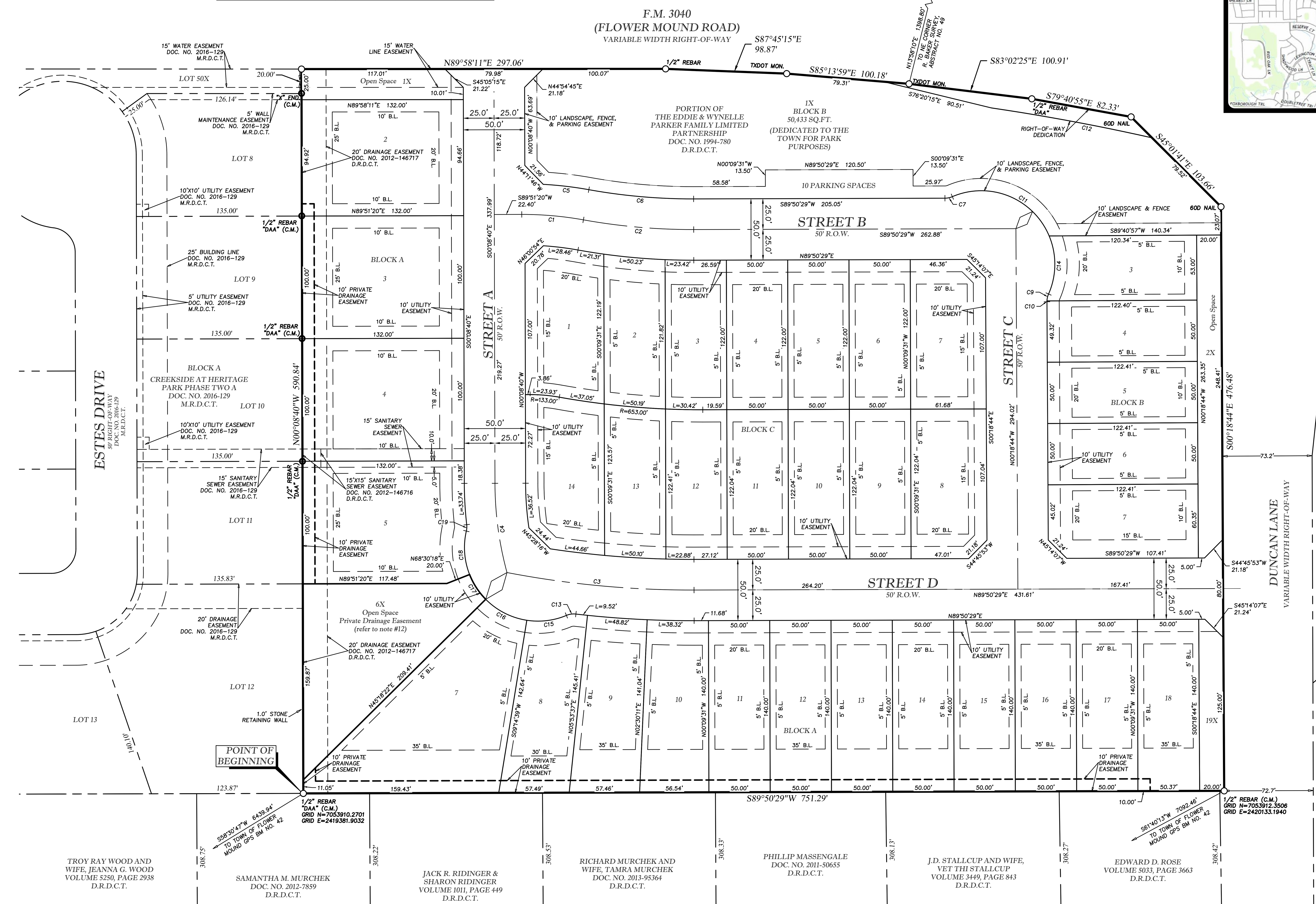
| | |
|---|---|
| LAND USE PLAN | HIGH DENSITY SINGLE FAMILY DETACHED |
| SPECIFIC PLANS | NONE |
| URBAN DESIGN PLAN | NONE |
| PARKS AND TRAILS | 8' TRAIL ALONG F.M. 3040 |
| OPEN SPACE PLAN | N/A |
| THOROUGHFARE PLAN | FLOWER MOUND ROAD - MAJOR ARTERIAL; DUNCAN LANE - URBAN MINOR ARTERIAL UNDIVIDED |
| WATER PLAN | EXISTING 8" WM, S. SIDE OF FLOWER MOUND RD. EXISTING 12" WM W. SIDE OF DUNCAN LANE |
| WASTEWATER PLAN | CONNECT TO EXISTING CREEKSIDE PHASE 2A 8" MAIN; OUTFALL TO MANHOLE #829. |

DEVELOPMENT DATA (Plat Only)

CURRENT ZONING: PD-159

LAND AREA: ±9.912 ACRES
MINIMUM LOT SIZE: 6,000 S.F.
MAXIMUM LOT SIZE: None
AVERAGE LOT SIZE: ±11,000 S.F.

TOTAL AREA OF LOTS = 6.198 AC. 62.53%
TOTAL AREA OF OPEN SPACE = 0.549 AC. 5.54%
TOTAL AREA OF TOWN PARKLAND DEDICATION= 1.158 AC. 11.68%




LOT 1R, BLOCK A
LEWISVILLE HIGH SCHOOL
SOUTH ADDITION
DOC. NO. 2010-163
P.R.D.C.T.

LEWISVILLE INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2005-71546
D.R.D.C.T.

**STATE OF TEXAS §**

**COUNTY OF DENTON §**

This is to certify that I, Thomas W. Mauk, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

**PRELIMINARY**
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT
DATED 6/25/2018

Thomas W. Mauk, R.P.L.S.
No. 5119

**STATE OF TEXAS §**

**COUNTY OF DENTON §**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark N. Peeples, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ________day of ______________________ 20____.

Notary Public in and for the State of Texas

VICINITY MAP
NOT TO SCALE


| NAME | BLOCK | S.F. |
|---|---|---|
| 2 | BLOCK A | 12512 |
| 3 | BLOCK A | 13200 |
| 4 | BLOCK A | 13200 |
| 5 | BLOCK A | 13229 |
| 7 | BLOCK A | 15891 |
| 8 | BLOCK A | 7590 |
| 9 | BLOCK A | 7583 |
| 10 | BLOCK A | 7471 |
| 11 | BLOCK A | 7000 |
| 12 | BLOCK A | 7000 |
| 13 | BLOCK A | 7000 |
| 14 | BLOCK A | 7000 |
| 15 | BLOCK A | 7000 |
| 16 | BLOCK A | 7000 |
| 17 | BLOCK A | 7000 |
| 18 | BLOCK A | 7026 |
| 3 | BLOCK B | 6249 |
| 4 | BLOCK B | 6121 |
| 5 | BLOCK B | 6121 |
| 6 | BLOCK B | 6121 |
| 7 | BLOCK B | 7255 |
| 1 | BLOCK C | 7744 |
| 2 | BLOCK C | 6096 |
| 3 | BLOCK C | 6097 |
| 4 | BLOCK C | 6100 |
| 5 | BLOCK C | 6100 |
| 6 | BLOCK C | 6100 |
| 7 | BLOCK C | 7393 |
| 8 | BLOCK C | 7435 |
| 9 | BLOCK C | 6102 |
| 10 | BLOCK C | 6102 |
| 11 | BLOCK C | 6102 |
| 12 | BLOCK C | 6107 |
| 13 | BLOCK C | 6147 |
| 14 | BLOCK C | 7798 |

OWNER
THE EDDIE AND WYNELLE PARKER FAMILY LIMITED PARTNERSHIP
8823 GRAYWOOD DRIVE
DALLAS, TX, 75243

ENGINEER
Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Contact: Dale Ridinger
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

SURVEYOR
WINDROSE
LAND SURVEYING I PLATTING
220 ELM STREET, SUITE 200 I LEWISVILLE, TX 75057 I 214.217.2544
FIRM REGISTRATION NO. 10194331 I WINDROSESERVICES.COM

ARTHUR
LAND SURVEYING
220 Elm St., # 200 - Lewisville, TX 75057
Ph. 214.217.2544 - TFRN# 10063800
arthursurveying.com Established 1986

DEVELOPER
REMBERT ENTERPRISES, INC.
3625 BONANZA LANE
FLOWER MOUND, TX 75022
P: 214-213-5982
CONTACT: REGINALD REMBERT

CONTACT: EDDIE RODRIGUEZ DATE: 05/01/2018 CHECKED BY: T.M.

**STATE OF TEXAS §**

**COUNTY OF DENTON §**

WHEREAS, The Eddie & Wynelle Parker Family Limited Partnership is the owner of a 9.912 acre tract of land situated in the Rosannah Baker Survey, Abstract No. 49, in Denton County, Texas, being a portion of that same tract conveyed to The Eddie & Wynelle Parker Family Limited Partnership by deed recorded in Document No. 1994-780 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows; (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000150630):

**BEGINNING** at a 1/2 inch rebar with a cap marked "DAA" found for the Southeast corner of Block A of Creekside at Heritage Park Phase Two A, an addition to the City of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Document No. 2016-129 of the Map Records of Denton County, Texas, said point lying in the North line of a tract of land conveyed to Samantha M. Murchek by deed recorded in Document No. 2012-7859 of the Deed Records of Denton County, Texas, said being the Southwest corner of the herein described tract;

**THENCE** North 00 Degrees 08 Minutes 40 Seconds West, departing the North line of said Murchek tract, with the East line of said Creekside at Heritage Park Phase Two A addition, over, across and through said Eddie & Wynelle Parker Family Limited Partnership tract, a distance of 590.84 feet to a point for corner in a concrete sidewalk for the Northeast corner of Lot 50X of said Creekside at Heritage Park Phase Two A addition and lying on the South right-of-way line of F.M. 3040 (Flower Mound Road) (variable width right-of-way), said point being the Northwest corner of the herein described tract, from which an "X" found for reference at the Northeast corner of Lot 8 of said Creekside at Heritage Park Phase Two A addition and the Southeast corner of said Lot 50X bears South 00 Degrees 08 Minutes 40 Seconds East, a distance of 20.00 feet;

**THENCE** North 89 Degrees 58 Minutes 11 Seconds East, with the South right-of-way line of said F.M. 3040, a distance of 297.06 feet to a 1/2 inch rebar with a cap marked "DAA" found for corner;

**THENCE** South 87 Degrees 45 Minutes 15 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 98.87 feet to a TXDOT monument found for corner;

**THENCE** South 85 Degrees 13 Minutes 59 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 100.18 feet to a TXDOT monument found for corner;

**THENCE** South 83 Degrees 02 Minutes 25 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 100.91 feet to a 1/2 inch rebar with a cap marked "DAA" found for corner;

**THENCE** South 79 Degrees 40 Minutes 55 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 82.33 feet to a 60D nail found at the westernmost end of a corner clip at the intersection of the South right-of-way line of said F.M. 3040 with the West right-of-way line of Duncan Lane (variable width right-of-way), said point being the northernmost Northeast corner of the herein described tract;

**THENCE** South 45 Degrees 01 Minutes 41 Seconds East, with the Southwest line of said corner clip, a distance of 103.66 feet to a 60D nail found at the southernmost end of said corner clip on the West right-of-way line of said Duncan Lane, said point being the easternmost Northeast corner of the herein described tract;

**THENCE** South 00 Degrees 18 Minutes 44 Seconds East, with the West right-of-way line of said Duncan Lane, a distance of 476.48 feet to a 1/2 inch rebar found for corner, said point being the Southeast corner of the herein described tract;

**THENCE** South 89 Degrees 50 Minutes 29 Seconds West, departing the West right-of-way line of said Duncan Lane and with the North line of a tract of land described to Edward D. Rose by deed recorded in Volume 5033, Page 3663 of the Deed Records of Denton County, Texas, the North line of a tract of land described to J.D. Stallcup and wife, Vet Thi Stallcup by deed recorded in Volume 3449, Page 843 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Phillip Massengale by deed recorded in Document No. 2011-50655 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Richard Murchek and wife, Tamra Murchek by deed recorded in Document No. 2013-95364 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Jack D. Ridinger and Sharon Ridinger by deed recorded in Volume 1011, Page 449 of the Deed Records of Denton County, Texas and the North line of said Samantha M. Murchek tract, a distance of 751.29 feet to the **POINT OF BEGINNING** and containing 431,771 square feet or 9.912 acres of land, more or less.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

**THAT THE EDDIE & WYNELLE PARKER FAMILY LIMITED PARTNERSHIP**, by and through its duly authorized officer, does hereby adopt this plat designated herein as **TINLEY PARK**, an addition to the Town of Flower Mound, Denton County, Texas. The easements shown hereon are hereby reserved for the purposes as indicated.

The easements shown hereon are hereby reserved for the purposes as indicated. All rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. Lots 1X, 6X and 19X, Block A, and Lots 1X and 2X, Block B are hereby dedicated in fee simple to the Home Owners Association for maintenance purposes and common areas. Private Drainage Easements are dedicated to the Home Owners Association for all maintenance purposes. All streets, alleys, and common areas shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

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

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

WITNESS my hand this the ______ day of ________________________, 2018

**THE EDDIE & WYNELLE PARKER FAMILY LIMITED PARTNERSHIP**

By: ______________________
Authorized Agent

**STATE OF TEXAS §**

**COUNTY OF ____________ §**

BEFORE ME, the undersigned authority, on this day personally appeared ____________________, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____________, 20___.

Notary Public in and for the State of Texas

# DEVELOPMENT PLAN
of
# TINLEY PARK
Lots 1X, 2-5, 6X, 7-18, 19X, Block A
Lot 1X (To be dedicated to the Town for park purposes),
2X, 3-7, Block B
Lots 1-14, Block C
being 9.912 Acres out of the
Rosannah Baker Survey, Abstract No. 49
Town of Flower Mound
Denton County, Texas
-- 2018 --

FOR DENTON COUNTY USE ONLY

FOR DENTON COUNTY USE ONLY

FOR DENTON COUNTY USE ONLY

FOR DENTON COUNTY USE ONLY

# Town Council Future Agenda Items

| | | | |
|---|---|---|---|
| **SCHEDULED** | **8/16/2018** | Work Session | Hold a discussion and provide direction regarding the FY 2018-2019 Proposed Budget, including Community Support funding. |
| | **8/20/2018** | Presentation | Proclamation in recognition of the Shadow Ridge Middle School Band |
| | | Presentation | Proclamation for National Senior Center Month. |
| | | Presentation | Special Proclamation (TBA) |
| | | Consent | Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Yucca Drive Reconstruction and Churchill Drive projects, in the amount of $51,464.50; and authorization for the Mayor to execute same on behalf of the Town. |
| | | Consent | Consider approval to award Bid No. 2018-73-B, for the Yucca Drive Reconstruction and Churchill Drive projects, to Tiseo Paving Company, for the amount of $2,064,583.15; and authorization for the Mayor to execute same on behalf of the Town. |
| | | Consent | Consider approval of a Service Agreement for Demand Response Transit Service with SPAN, in an amount not-to-exceed $48,672.00, to provide transportation service for Town citizens who are age 65 or older and Town citizens with verifiable disabilities that prevent them from driving; and authorization for the Mayor to execute same on behalf of the Town. |
| | | Consent | FM 2499 at Gerault Corp Permit PSA. |
| | | Consent | Consider approval of a Professional Services Agreement with Alliance Geotechnical Group, to provide construction materials engineering and testing, for the Skillern Road project, in the amount of $16,563.50; and authorization for the Mayor to execute same on behalf of the Town. |
| | | Consent | Consider approval of a Construction Agreement with Pavecon Public Works, for the Skillern Road project, in the amount of $562,559.40; and authorization for the Mayor to execute same on behalf of the Town. |
| | | Consent | Consider approval of Bid No. 2018-90-B, Flower Mound Police Department Phase 2 to Schmoldt Construction Inc., in the amount of $1,525,000.00; and authorization for the Mayor to execute on behalf of the Town. |
| | | Regular | |
| | | Regular | Placeholder: Silveron Thoroughfare Plan Amendment (postponed at the 3/19/18 Town Council Meeting) |

| | | | |
|---|---|---|---|
| **SCHEDULED** | **8/20/2018** | Regular | Consider a request for a Site Plan (SP18-0010 - Fire Station No. 7) to develop a fire station, with a modification to Section 98-1026, "Minimum front yard setback" and exception to Section 82-242, "Street buffer landscaping", of the Code of Ordinances. The property is generally located west of Skillern Road and north of Wichita Trail. (Planning and Zoning Commission recommended by a vote of to at its August 13, 2018, 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. |
| | | 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** | Presentation | KFMB Annual Update |
| | | Consent | FM 1171 @ FM 2499 Eastbound Right Turn Lane Change Order No.3 and Final Acceptance. |
| | | Consent | High Road Water Line Replacement Phase I - Testing Award. |
| | | Consent | Old Gerault Road 12-Inch Water Line Development Agreement. |
| | | Consent | High Road Water Line Replacement Phase I - Construction Award. |
| | | Consent | FM 2499 @ College Drive Signal - Change Order 1 and Final Acceptance. |
| | | Consent | Freeman Road 12-Inch Water Line Development Agreement. |
| | | Regular | Public Hearing to consider a tax rate of $0.______ per $100 assessed valuation. |
| | **9/17/2018** | Consent | Bakers Branch Interceptor Phase II - Construction Award. |
| | | Consent | Bakers Branch Interceptor Phase II - Testing 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. |

| | | | |
|---|---|---|---|
| **SCHEDULED** | **9/17/2018** | 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 | BOARD AND COMMISSION INTERVIEWS |
| | | 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 | Consider approval of the Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Canyon Falls Park project, in the amount of $146,000.00; and authorization for the Mayor to execute same on behalf of the Town. |
| | | Consent | Consider approval of an agreement with Axon Enterprise, Inc., to purchase body worn camera products; and authorization for the Mayor to execute same on behalf of the Town |
| | | Regular | Consider approval of a Cultural Arts Master Plan for the Town |
| | **10/15/2018** | Consent | Central Fire Station Phase II Construction Award. |
| | | Consent | FM 2499 Roadway, Traffic Signal & Drainage Improvements - CO 2 and Final Acceptance. |
| | **11/5/2018** | Consent | Flower Mound Storage Warehouse - Construction Award. |
| | **11/19/2018** | Consent | Fire Station #7 Testing Award. |
| | | Consent | Fire Station #7 Construction Award |
| | **12/17/2018** | Consent | Library Expansion Construction Award (GMP). |

| | | | |
|---|---|---|---|
| **SCHEDULED** | **12/17/2018** | Consent | Library Expansion Testing Award. |