

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**

10/1/2018

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

6:00 P.M.

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Special Recognition of German Exchange Students
2. Check Presentation from Atmos for the purchase of an Underwater Remotely Controlled Vehicle

E. PUBLIC COMMENT

To speak to Council during public comment, please fill out a [comment form](#).

- Turn in form by 6:10 p.m. to Town Secretary
- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

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.

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

Town Council Meeting Agenda

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H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, October 15.

J. CONSENT AGENDA - Consent Items

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

1. **Minutes 9/17-** Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on September 17, 2018.
2. **Minutes 9/18 & 9/20-** Consider approval of the minutes from a regular meeting of the Town Council held on September 18, 2018, and September 20, 2018.
3. **Parks Board Appointment-** For the Parks Board consider appointing Mr. Mark Mayer from Place 8 (alternate) to Place 6 (regular) and Mr. Daniel Cummings from Place 6 (regular) to Place 8 (alternate).
4. **Town Hall cell booster-** Consider approval for a carrier agnostic cell phone boosting system for the new Town Hall
5. **Agreement - Body Worn Camera-** 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.
6. **US377 @ Canyon Falls Signal-** Consider approval of the award of Bid No. 2018-124-B, to Bean Electric Inc., for the construction of the US 377 at Canyon Falls Drive – Traffic Signal Construction project, in the amount of \$85,082.55; and authorization for the Mayor to execute same on behalf of the Town.
7. **Canyon Falls Park Design-** 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 \$149,500.00; and authorization for the Mayor to execute same on behalf of the Town.
8. **Rheudasil Park Design-** Consider approval of the Professional Services Agreement with Studio Outside Landscape Architecture, LLC., for the design services associated with the Rheudasil Park Improvements project, in the amount of \$136,700.00; and authorization for the Mayor to execute same on behalf of the Town.
9. **Pavement Markings Contract-** Consider approval of the purchase of pavement marking services, in the estimated annual amount of \$300,000.00, from Stripe-A-Zone, through a City of Grand Prairie contract.

K. REGULAR ITEMS

10. **Cultural Arts Master Plan-** Consider approval of a Cultural Arts Master Plan for the Town.

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11. **Public Hearing-ZPD-NEM Senior Living-** Public Hearing to consider a request for rezoning (ZPD17-0003 - NEM Senior Living) from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential use, and with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located south of Rippy Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its September 24, 2018, meeting.)
12. **Public Hearing-ZPD-Townlake East-** Public Hearing to consider a request for rezoning (ZPD18-0006 – Townlake East) from Agricultural District (A) to Planned Development District No. 166 (PD-166) for a cluster development with certain modifications and exceptions to the Code of Ordinances and to consider adopting an ordinance providing for said amendment, and acceptance of 13.11 acres of Park Land Dedication and a Park Development Fee credit in the amount of \$77,728 for extensions of the Town's eight-foot-wide Hike and Bike Trail System. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 24, 2018, meeting.)
13. **Public Hearing-Tree Removal- Townlake-** Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Townlake East. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 7, 2018 meeting.)
14. **DP- Townlake East-** Consider a request for a Development Plan (DP18-0005 - Townlake East) to develop a residential subdivision. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 24, 2018, meeting.)
15. **DP- Sunset Point at Twin Coves-** Consider a request for a Development Plan (DP18-0003 - Sunset Point at Twin Coves, previously Ridge Bluff Estates) to develop a residential subdivision, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located west of Simmons Road and south of Holly Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 24, 2018, meeting.)

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

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

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M. CLOSED MEETING

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

a. Consultation with Attorney.

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.

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

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

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

N. 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.

O. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: September 28, 2018, at 3:35p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: October 1, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting; and Crime Control and Prevention District Special meeting held on September 17, 2018.

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

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 17, 2018**PAGE 1**

THE 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 HELD ON THE 17TH DAY OF SEPTEMBER 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
Tiffany Bruce	Executive Director of Public Works
Tom Vyles	Environmental Health Manager
Matthew Woods	Director of Environmental Services
Kay Wilkinson	Budget Officer

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 Geoffrey Dennis gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

1. Recognition of the 2018 Food Service Award of Excellence winners and National Food Safety Month

Mr. Vyles announced the 2018 winners:

Hospital Assisted Living: Autumn Leaves
Fast Food: Pizza Hut (2717 Cross Timbers)
Full Service: Red Robin
Grocery Store: Tom Thumb #3575 (2301 Justin Rd)

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 17, 2018**PAGE 2****E. 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.	Brian Smiley, 1540 Rustic Timbers	Santa Cops
2.	Stephen Smith, 3705 Sarah Springs Trl	Traffic on FM 2499
3.	Carol Kyer, 2616 Crepe Myrtle	Circle of Friends/RISE Event on Oct 17 th

F. ANNOUNCEMENTS

Mayor Pro Tem Webb announced various awards the Town's Communications Department recently won.

Mayor Dixon pointed out that last night UNT was highlighted on a national telecast during an NFL half time game.

Councilmember Bryant expressed appreciation for those who participated in the 9/11 Memorial Service.

Deputy Mayor Pro Tem Forest expressed appreciation for those who participated in the blood drive on 9/11 in honor of Dan Licardo, who was recently injured in a car accident.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects
 - Infrastructure work that caused a recent flood event on FM 2499
2. Economic Development projects or announcements
 - New businesses coming to Lakeside DFW
 - Restaurants slated for the River Walk development
 - Other new restaurants/retailers coming soon
 - Flower Mound ranked 16th best to live in the Country by CNN Money Magazine

Ms. Bruce provided a statement of fact regarding traffic counts, as well as levels of service, on FM 2499 in response to an inquiry made during public comment.

There was Council consensus to proceed with a future agenda item that would include level of service mapping (after the 2019 traffic counts are done in the FY 19/20 budget) that would allow year 2040 projections, especially for FM 2499.

H. FUTURE AGENDA ITEMS

1. There were no items brought forward.

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 17, 2018**PAGE 3****I. COORDINATION OF CALENDARS**

1. A work session for Board & Commission interviews only: Tuesday, September 18
2. A work session, including Board & Commission interviews: Thursday, September 20
3. A regular meeting: Monday, October 1

Mayor Dixon announced the above referenced future meetings.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on September 4, 2018.
2. Consider approval of a request to allow the consumption of alcoholic beverages (sparkling wine) at Leonard Johns Park on October 6, 2018.
3. Consider acceptance of a land donation for open space. The 5.5 acre property is part of Lot 4X, Block A of the Timber Creek Medical Office Plaza, and generally located north of Central Park Drive and east of Long Prairie Road.
4. Consider approval of a resolution adopting an Investment Policy for funds for the Town of Flower Mound as required annually by the Public Funds Investment Act.

RESOLUTION NO. 16-18

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS ("TOWN"), ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE TOWN AS REQUIRED ANNUALLY BY THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING AN EFFECTIVE DATE.

5. Consider approval of a resolution amending the financial policies of the Town of Flower Mound.

RESOLUTION NO. 17-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF AMENDED FINANCIAL POLICIES; AND PROVIDING AN EFFECTIVE DATE.

6. Consider approval of a resolution adopting Atmos Energy Corp., Mid-Tex Division's rate tariffs that reflect the negotiated rate change pursuant to the Rate Review Mechanism process.

RESOLUTION NO. 18-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2018 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

7. 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, 20-18 and 22-18 for adjustments to the General Fund.

ORDINANCE NO. 29-18

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, 20-18 AND 22-18, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL 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.

8. Consider approval of a Professional Services Agreement with ECS Southwest LLP., to provide construction materials engineering and testing, for the Bakers Branch Collector Phase II project, in the amount of \$66,082.50; and authorization for the Mayor to execute same on behalf of the Town.
9. Consider approval of Change Order No. 2, for the Heritage Park Phase IV project, with North Rock Construction, LLC., in the amount of \$39,760.64; and authorization for the Mayor to execute same on behalf of the Town.

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10. Consider approval of Professional Services Agreement Amendment No. 1, for the FM 2499 12-Inch Water Line Phase I project, amending the agreement with Kimley-Horn and Associates, Inc., for an increase of \$35,800.00; and authorization for the Mayor to execute same on behalf of the Town.
11. Consider approval of a Development Agreement with M&M Sisk Farms, LLC for the construction of Town infrastructure associated with the Rocky Hill Farms residential development; and authorization for the Mayor to execute same on behalf of the Town.
12. Consider approval of a Professional Services Agreement with HVJ North Texas – Chelliah Consulting, Inc., to provide construction materials engineering and testing, for the High Road Water Line Replacement Phase I project, in the amount of \$57,340.00; and authorization for the Mayor to execute same on behalf of the Town.
13. Consider approval of a Professional Services Agreement with ReStl Engineers TX, LLC., to provide certification of the design for the Safe Room, required by the 2015 International Building Code, for the Fire Station No. 7 project, in the amount of \$19,800.00; and authorization for the Mayor to execute same on behalf of the Town.
14. Consider and approve annual update to the Riverwalk Public Improvement District No. 1 (PID) Service and Assessment Plan (SAP) and Assessment Roll

Mayor Pro Tem Webb moved to approve by consent Items 1 – 14, as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA****NAYS:****K. REGULAR ITEMS**

Mayor Dixon opened items 15 – 18 at the same time.

15. 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.

Staff Presentation

Ms. Wallace and Ms. Wilkinson gave a presentation identifying or noting:

- Benchmark cities comparisons:
 - o 2017 population
 - o FY 2017 total tax rate

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- o FY 2017 debt tax rate
- o % of the tax rate used to pay debt
- o Percentage of governmental outstanding debt (% covered by the tax rate)
- o Full time equivalent (FTE) per capita, including those who outsource
- o 2017 unassigned fund balance and financial policy
- Flower Mound Tax Rate
- Town sales tax revenue as a percentage of governmental revenue
- Financial goals update
- 2018 debt service and tax rates
- Required budget and tax rate adoption language
- Required publishing language
- Strategic goals
- Changes since proposed budget
- Compensation benefits
- General fund
- Current property tax exemptions available
- Utility fund
- Water/Wastewater rates
- Current utility bills compared to benchmark cities
- Stormwater utility fund
- Special revenue funds
- CIP Summary
- Crime Control & Prevention District budget
- Fire Control, Prevention, and Emergency Medical Services District budget

And there was Council discussion regarding:

- Why Flower Mound rates are higher than area benchmark cities

Motion 1 of 2:

Councilmember Bryant moved to approve 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. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 30-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SINKING FUND AND OTHER OBLIGATIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST

NAYS: NONE

Motion passed

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Motion 2 of 2:

Councilmember Bryant moved to ratify the property tax revenue increase reflected in the FY 2018-2019 budget. Deputy Mayor Pro Tem Forest seconded the motion.

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

16. 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 \$0.439 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2018.

Councilmember Bryant moved that the property tax rate be increased by the adoption of a tax rate of \$0.4390 per \$100 of assessed value, which is effectively a 2.79 percent increase in the tax rate; and move to approve an ordinance adopting the 2018 tax rolls and 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 \$0.4390 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2018. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 31-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, 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 A RATE OF \$0.4390 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2018; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND TO PROVIDE AN INTEREST AND SINKING FUND ON ALL OUTSTANDING DEBTS OF THE TOWN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2018 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 17, 2018

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17. 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.

Mayor Pro Tem Webb moved to approve as presented in the agenda caption. Councilmember Sharma seconded the motion.

RESOLUTION NO. 19-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

18. 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.

Deputy Mayor Pro Tem Forest moved to approve as presented in the agenda caption. Councilmember Sharma seconded the motion.

RESOLUTION NO. 20-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, ADOPTING AND APPROVING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

19. Consider approval of a resolution to adopt the Denton County Greenbelt Plan.

Staff Presentation

Mr. Woods introduced Blake Alldredge, Upper Trinity Water District, and provided background information on this item.

Mr. Alldredge gave a presentation identifying or noting:

- Background information about the county-wide approach with the Greenbelt Plan
- Waterways map
- Looking to the future (population and importance of protecting the natural assets)
- Goal of the Greenbelt Plan (guiding preservation)
- How cities can help (education/outreach – preservation tools)
- Upper Trinity Conservation Trust (history and purpose)
- Next steps (adopt plan, participate on coordinating committee, identify strategies to implement)
- Website set up for plan (www.DentonCountyGreenbeltPlan.com)

and he responded to the following questions from Council:

- Who would take the lead on the greenbelt plan, including the educational components
- What the resolution aims to accomplish

and there was Council discussion or comments regarding:

- Appreciation for recognizing the work the Town is currently doing in the area of conservation

Councilmember Bryant moved to approve as presented in the agenda caption, and Deputy Mayor Pro Tem Forest seconded the motion.

RESOLUTION NO.21-18

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, RECOGNIZING THE NECESSITY OF PROTECTING THE NATURAL AREAS (GREENBELTS) ADJACENT TO CREEKS AND OTHER WATERWAYS; ADOPTING THE DENTON COUNTY GREENBELT PLAN ("PLAN") AS A TOOL FOR PRESERVING GREENBELTS; ENDORSING THE PLAN AS AN URGENT REGIONAL PROGRAM FOR THE COUNTY, CITIES, TOWNS AND UTILITIES TO HELP PROTECT WATER QUALITY IN LOCAL WATERSHEDS; AND EXPRESSING FLOWER MOUND'S INTENT TO PARTICIPATE IN IMPLEMENTING STRATEGIES THAT WILL PRESERVE AND PROTECT THE ENVIRONMENT AND SAFEGUARD THE PUBLIC WELFARE.

VOTE ON MOTION:

AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA

NAYS:

Motion passed

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20. Consider approval of a Construction Agreement with ANA Site Construction LLC, for the Bakers Branch Collector Phase II project, in the amount of \$1,228,169.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Bruce provided background information, including the scope of work for the project.

Councilmember Engel moved to approve as presented in the agenda caption. Mayor Pro Tem Webb seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST****NAYS: NONE****L./M. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 7:10 p.m. on September 17, 2018, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 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 7:23 p.m. on September 17, 2018, to take action on the items as follows:

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

No action taken for items a, b, or c.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 7:23 p.m. on Monday, September 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. 2

CONSENT ITEM

DATE: October 1, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on September 18, 2018, and September 20, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on September 18, and on September 20, 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 September 18
2. Draft minutes September 20

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

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 18, 2018

PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 18TH DAY OF SEPTEMBER 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 (arrived at 6:24 p.m.)
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
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A. CALL REGULAR MEETING TO ORDER

Mayor Dixon called the regular meeting to order at 6:02 p.m. and at 6:04 p.m. the Town Council conducted a Meet and Greet Session with board applicants and members.

Town Council reconvened to the interview session at 6:20 p.m.

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

Conduct interviews and discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Animal Services Board**, Cultural Arts Commission (CAC), DCTA Board of Directors (Town appointed representative), Environmental Conservation Commission (ECC), LISD Liaison, **Parks Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), **Transportation Commission**, and Veterans Liaison.

The following individuals interviewed for current or new positions on a Town Board or Commission:

- | | |
|------------------------|--------------------|
| 1) David Johnson | 2) Chris Reed |
| 3) Sky Schoggins | 4) Liz Brannon |
| 5) Dale Olson | 6) Denis Toth |
| 7) Kristia Leyendecker | 8) Gail Scheepers |
| 9) Jason Hobbs | 10) Asit Kini |
| 11) Menul Desai | 12) Brad Painter |
| 13) Lail Neal | 14) Rick Kenyon |
| 15) James Seastrom | 16) Dana Smith |
| 17) Lori Kline-Pearson | 18) Adam Schiestel |
| 19) Stephen Harris | 20) Firoz Vohra |
| 21) Tom Bailey | 22) Richard Becton |
| 23) Laura Dillon | |

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 18, 2018**PAGE 1****C. CLOSED MEETING**

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551.074, to discuss matters relating to personnel, as follows:

- a. Conduct interviews and discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.**

Interviews for the above referenced boards were conducted in open session.

D. 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.

No action taken.

E. COORDINATION OF CALENDARS

A work session, including Board & Commission interviews is scheduled for Thursday, September 20.

Mayor Dixon announced the September 20 date for the work session and continued interviews.

F. ADJOURN MEETING

Mayor Dixon adjourned the meeting at 8:59 p.m. on September 18, 2018, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 20, 2018**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL WORK SESSION AND REGULAR MEETING HELD ON THE 20th DAY OF SEPTEMBER, 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 work 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 in the work session:

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

and with the following members of Town Staff participating in the regular meeting:

Theresa Scott	Town Secretary
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A. CALL WORK SESSION TO ORDER

Mayor Dixon called the work session to order at 6:03 p.m.

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

Mayor Dixon gave the invocation led the pledges.

D. WORK SESSION ITEM

1. Discuss Lakeside Reuse Master Plan

Mr. Bruce introduced Brian Waltenburg, CIP Engineering Manager, who introduced Ellen McDonald and Dexter May of Alan Plummer.

Ms. McDonald or Mr. May gave a presentation identifying or noting:

- What is reuse water?
- Why reuse?
- Lakeside Reuse Water Master Plan?

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 20, 2018**PAGE 2**

- Next steps

and he, Ms. Bruce, Mr. Waltenburg, or Ms. Wallace responded to the following questions from Council:

- Why is it titled temporary storage
- Would there be purple pipe put in well in advance of developments coming forward
- What would the fee structure be for non-town owned use of reuse
- What are the projections based on
- When did the City of Euless start their reuse system
- Present demand versus projected, and what was the basis for the projections
- The feasibility of 2% interest

and there was Council discussion regarding:

- How the Reuse plan allows for the ability to utilize water we already have

E. ADJOURN WORK SESSION

Mayor Dixon adjourned the work session at 6:36 p.m. on Thursday, September 20, 2018, and all were in favor.

F. CALL REGULAR MEETING TO ORDER

Mayor Dixon called the regular meeting to order at 7:00 p.m.

1. Meet & Greet applicants and current board members

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

Conduct interviews and make appointments or reappointments*, and discuss and consider resignations, evaluations, reassignments, discipline, or dismissals for the following boards or commissions**: **Animal Services Board, Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation**, Cultural Arts Commission (CAC), DCTA Board of Directors (Town appointed representative), Environmental Conservation Commission (ECC), LISD Liaison, **Parks Board, Planning & Zoning Commission**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), **Transportation Commission**, and Veterans Liaison.

*Council Chambers

**Executive Conference Room

The following individuals interviewed for current or new positions on a Town Board or Commission:

- | | |
|-------------------------|----------------------|
| 1) Elaine Takacs | 2) Allen Pichon |
| 3) Andy Allen | 4) Carol Stephens |
| 5) Federico Diaz | 6) Robert Caput |
| 7) Jennifer Romaszewski | 8) Tom Pickering |
| 9) Justin Thomason | 10) Kelly Harrington |
| 11) Prabu Jaganathan | 12) Narciso Lira |
| 13) Kathryn Wells | 14) Ed Horne |

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 20, 2018**PAGE 3**

- | | |
|------------------------|---------------------|
| 15) Michele Langenberg | 16) Sheetal Shastri |
| 17) KC Walsh | 18) Thomas Williams |
| 19) Andrew Cummings | 20) Robbie Cox |
| 21) Susan Bodenmiller | 22) Jenneh Maddoux |
| 23) Tammy Turner | 24) Greg Wilson |
| 25) Song Fu | 26) Damon Galose |

At 9:32 p.m. Town Council convened to the Executive Conference Room to discuss and consider appointments, and reconvened to the Council Chambers at 10:33 p.m. to make the following appointments or reappointments:

For the Animal Services Board, Mayor Pro Tem Webb moved to:

<u>Reappoint* or Appoint**</u>	<u>Term</u>
<u>Christine Hastings, Place 2*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Carol Stephens, Place 4**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Susan Bodenmiller, Place 6*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Kelly Harrington, Place 8 (alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>

and Deputy Mayor Pro Tem Forest seconded the motion.

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

For the Community Development Corporation, Councilmember Engel moved to:

<u>Reappoint* or Appoint**</u>	<u>Term</u>
<u>Mehul Desai, Director 2**</u>	<u>Effective immediately – Dec 31, 2020</u>
<u>Michele Langenberg, Director 3**</u>	<u>Effective Immediately – Dec 31, 2019</u>
<u>Kristia Leyendecker, Director 4**</u>	<u>Jan 1, 2019 - Dec 31, 2020</u>
<u>Dana Smith, Director 6*</u>	<u>Jan 1, 2019 – Dec 31, 2020</u>

and Councilmember Bryant seconded the motion.

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

For the Environmental Conservation Commission, Councilmember Bryant moved to:

<u>Reappoint* or Appoint**</u>	<u>Term</u>
<u>James Seastrom, Place 2*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Marilyn Lawson, Place 4*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 20, 2018**PAGE 4**

<u>Thomas Bailey, Place 6*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Elaine Takacs, Place 8 (alternate)*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Kathryn Wells, Place 10 (alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>

and Mayor Pro Tem Webb seconded the motion.

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

For the Planning and Zoning Commission, Deputy Mayor Pro Tem Forest moved to:

<u>Reappoint or Appoint</u>	<u>Term</u>
<u>Laile Neal, Place 2*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Robert Rawson, Place 3*</u>	<u>Oct 1, 2018 – Sept 30, 2019</u>
<u>David Johnson, Place 4*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Laura Dillon, Place 6*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Robert Cox, Place 8**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Tom Pickering, Place 9 (Alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2019</u>

and with the understanding each member also serves on the Capital Improvement Advisory Committee and the SMART Growth Commission.

and Councilmember Bryant seconded the motion.

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

For the Cultural Arts Commission, Councilmember Sharma moved to:

<u>Reappoint* or Appoint**</u>	<u>Term</u>
<u>Elizabeth Brannon, Place 2*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Tammie Turner, Place 4*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Matt Brown, Place 6*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Thomas Williams, Place 8 (alternate)</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>

and Mayor Pro Tem Webb seconded the motion.

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

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 20, 2018**PAGE 5**

For the Transportation Commission, Mayor Pro Tem Webb moved to:

<u>Reappoint* or Appoint**</u>	<u>Term</u>
<u>Drew Larson, Place 1*</u>	<u>Oct 1, 2018 – Sept 30, 2019</u>
<u>Robert Caput, Place 2*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Ed Horne, Place 4**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Chris Reed, Place 6*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Adam Schiestel, Place 8 (alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Justin Thomason, Place 9 (alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2019</u>

and Councilmember Sharma seconded the motion.

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

Motion passed

For the Parks Board Mayor Pro Tem Webb moved to:

<u>Reappoint* or Appoint**</u>	<u>Term</u>
<u>Allen Pichon, Place 2**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Richard Kenyon, Place 4*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Daniel Cummings, Place 6**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Mark Mayer, Place 8*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Jennifer Romaszewski, Place 9 (alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2019</u>
<u>Dale Olson, Place 10 (alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>

and Councilmember Sharma seconded the motion.

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

Motion passed

For the Board of Adjustment/Oil and Gas Board of Appeals, Councilmember Bryant moved to:

<u>Reappoint* or Appoint**</u>	<u>Term</u>
<u>Stephen Harris, Place 2*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Sky Jay Schoggins, Place 4*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Brad Painter, Place 6 (alternate)*</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>
<u>Denis Toth, Place 7 (alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2019</u>
<u>Greg Wilson, Place 8 (alternate)**</u>	<u>Oct 1, 2018 – Sept 30, 2020</u>

FLOWER MOUND TOWN COUNCIL MEETING OF SEPTEMBER 20, 2018

PAGE 6

and Mayor Pro Tem Webb seconded the motion.

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

For the LISD Liaison Councilmember Sharma moved to:

Reappoint* or Appoint****Term**Asit Kini**Oct 1, 2018 – Sept 30, 2020

and Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:**AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST****NAYS: NONE***Motion passed***H. ADJOURN REGULAR MEETING**

Mayor Dixon adjourned the work session at 10:42 p.m. on Thursday, September 20, 2018, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: October 1, 2018

FROM: Theresa Scott, Town Secretary

ITEM: For the Parks Board consider appointing Mr. Mark Mayer from Place 8 (alternate) to Place 6 (regular) and Mr. Daniel Cummings from Place 6 (regular) to Place 8 (alternate).

BACKGROUND INFORMATION: The Parks Board structure changed in 2016 with positions 8, 9, and 10 serving as alternates. Due to this change the position of Place 8 was not identified as an alternate position when Council took action on September 20, 2018.

Mr. Mayer was already serving as an alternate (Place 9) on the Park Board.

The purpose of this agenda item is to make the correction that follows Council's intent.

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: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: October 1, 2018

FROM: Gary Bertagnolli, IT Director

ITEM: Consider approval to fund a cell phone voice and data boosting system in the new Town Hall, through Black Box Network Services, in the amount of \$40,630.19

BACKGROUND INFORMATION: The cellular signal in the New Town Hall is low to non-existent for most providers. A boosting system is needed that will amplify the signal for all carriers. Two Historically Underutilized Business vendors (HUB) were contacted but no responses were received.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$40,630.19

Proposed Expenditure:	Account Number(s):
\$40,630.19	505-111-62017-6040

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

LEGAL REVIEW: Andrea D. Russell, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the proposal as to form and legality.

ATTACHMENTS:

1. BlackBox Cell Booster Proposal

DRAFT MOTION: Move to fund a cell phone voice and data boosting system for the new Town Hall, through Black Box Network Services, in the amount of \$40,630.19



Prepared for:

**Flower Mound City Building
2121 Cross Timbers Rd
Flower Mound, TX 75028**

Date: September 7th, 2018

Presented by:

Jim Davis

Account Manager

Black Box Network Services

1155 Kas Drive, Suite 200

Richardson, TX

Phone: 214.995.2933

Jim.Davis@blackbox.com

www.blackbox.com/wireless



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1. Introduction

Innerwireless, Inc. d/b/a Black Box Network Services (“Black Box”) appreciates the opportunity to present our in-building wireless solutions to Flower Mound new city building facility. We view this as an opportunity to demonstrate our unique value to you and look forward to answering any questions.

The following proposal is in response to your request for an in-building wireless distribution infrastructure that will enhance wireless services for the city building of Town of Flower Mound.

If you discover that any information stated in this proposal does not reflect your requests please contact your Black Box Sales Representative. We will update the proposal according to your revised specifications.

2. Price Summary

Black Box has developed the following prices based on the configurations and options contained in Section 3 of this proposal, and conditions and notes contained in Section 6 of this proposal. Changes to any of these factors may result in a price change.

2.01 System Price Breakdown

- Up to 46,500 sq. ft. of specified coverage within the city building of Town of Flower Mound facility.

WilsonPro Signal Booster Solution	
Total Price	\$ 40,630.19
Plus Applicable Tax	Tax TBD

2.02 Proposal Validity

This proposal is valid until November 5, 2018

2.03 Payment Terms

Black Box standard payment terms will apply. Invoices will be issued according to the following schedule:

Event	Total Price less Third Party Hardware	Third Party Hardware
Upon execution of Purchase Schedule	65%	65%
Upon completion of the deliverables listed in Section 4.02 of this proposal	35%	35%

Applicable Taxes will be added to each invoice.

All payments shall be made in U.S funds. Unless otherwise specified all invoices are due 30 days from the date of the invoice.

PLEASE ISSUE ANY PURCHASE ORDERS TO THE FOLLOWING ADDRESS:

Norstan Communications, Inc. d/b/a
Black Box Network Services
10050 Crosstown Circle, Suite 600
Eden Prairie, MN 55344
952-352-3731 (Fax)
Tax ID: 41-1231011

3. System Configuration

3.01 Configuration Baseline

The WilsonPro Solution proposed herein is a configuration that will enhance in-building coverage for Wireless Service Providers with suitable donor signals. The term “coverage area” as used in this proposal is defined as those areas within the facility where the solution infrastructure is installed to distribute the signals.

The WilsonPro Solution includes: a donor antenna placed on the roof or exterior wall of the building, a booster unit that amplifies the available donor signals and a coaxial cable distribution to one or several service antennas.

3.02 Elevators and Stairwells

Due to the substantial RF signal loss in elevators and stairwells, and the variability of building codes from the Authority Having Jurisdiction, coverage for elevators and stairwells is not included in this proposal. Incidental signal improvement may occur from nearby antennas.

3.03 Wireless Service Provider “WSP” Registration

To comply with FCC rules, Customer is required to register each WilsonPro unit with each of the Wireless Service Providers that have signals amplified by the product.

AT&T

<https://securec45.secureweb session.com/attsignalbooster.com/>

Verizon

<http://www.verizonwireless.com/wcms/consumer/register-signal-booster.html>

Sprint

http://www.sprint.com/legal/fcc_boosters.html?question_box=booster%20registration&id16=booster%20registration

T-Mobile

<http://support.t-mobile.com/docs/DOC-9827>

U.S. Cellular

http://www.uscellular.com/uscellular/support/fcc-booster-registration.jsp?_requestid=38383

4. Project Description

Based on discussions with the Town of Flower Mound city building staff, the location requires the WilsonPro Solution to enhance wireless communications in designated areas of the facility.

Unless otherwise indicated a complete and thorough site survey will be performed as the first step after contract award in order to directly verify all conditions with the Town of Flower Mound new building facility and to initiate a design of the WilsonPro Solution.

The following table describes the physical size of the areas requiring coverage as well as the configurations and options selected. These configurations and options were utilized to develop the prices shown in Section 3 of this proposal. Changes or modifications to these configurations and options may result in a price change.

4.01 Project Summary

<u>Facility Description</u>	
Building	City building of Town of Flower Mound
Number of Floors	2
Total Coverage Area *	46,500 sf
Installation Phases	1

* Quantities are shown in square feet (sf)

* Unless otherwise indicated in this proposal, restrooms, storage areas, and mechanical areas of the facility are NOT included in the Coverage Area. Incidental signal improvement may occur from nearby antennas.

<u>WilsonPro Signal Enhancement Solution Configuration</u>	
Item Description	Qty
WilsonPro 70 Plus Select Booster Kits	Three (3)

If you have any questions regarding any of the configurations or options made in this proposal, please contact your Black Box Sales Representative.

4.02 Process and Deliverables

The deployment process consists of 6 steps – 1) scope, 2) site survey, 3) design, 4) procurement, 5) installation, and 6) acceptance.

A Black Box Project Manager will be assigned to this implementation project and will be the single point of contact for the customer.

Scope

The Customer will provide a knowledgeable point of contact (POC) to work with the Black Box project manager. The POC will be able to provide latest CAD drawings, access to rooms, ceilings, etc. The two parties will also review all customer responsibilities as listed in Section 6.01.1. The POC will be able to provide information and approval for coaxial cable paths, antenna placement and booster equipment locations.

Site Survey

Black Box will evaluate the building layout, wall construction, and ceiling types in order to identify mounting locations for donor antennas, coaxial cable, service antennas and booster equipment.

Black Box will record pre-deployment RF measurements of the WSPs' existing rooftop donor and in-building RF signal levels from external macro sites.

Design

Black Box will provide to the Customer the following documents for review ("System Design Documentation"):

- System Design
 - o Donor antenna locations
 - o Booster equipment locations
 - o Service antenna locations
 - o Coaxial cable pathways
- Pre-deployment RF measurements
 - o Donor signal levels recorded at the donor antenna location
 - o Pre-deployment signal levels in the coverage area
- Bill of Materials
- Acceptance Test Plan ("ATP")
- Preliminary Project Schedule

Procurement

Black Box will procure the items listed on the Bill of Materials and deliver to site. Black Box will coordinate with the building owner regarding material delivery to site and on-site storage.

Black Box will also provide necessary System Design Documentation to the agreed upon installer in order to confirm all assumptions prior to installation.

Installation

Black Box will install the system according to the approved design.

All antennas will be installed below ceiling.

Acceptance

Black Box will test per the Acceptance Test Plan (ATP) provided with the design to validate the functionality of the equipment installed.

After System Commissioning, Black Box will provide to the Customer the following documents for review and approval ("Final Acceptance Documentation"):

- Completed Acceptance Test Plan
- Updated Bill of Materials
- As-built drawing package
- Black Box Service & Support procedures

Please note that deliverables will be deemed approved by Customer if no response is received within five (5) business days from submittal or from subsequent clarifications.

5. Warranty Summary

5.01 Warranty

Unless otherwise set forth in an SOW or Order, the following terms shall apply:

(A) **Manufacturer's Warranty.** Unless otherwise set forth in this Agreement, all manufacturer's end user warranties for Equipment and software provided hereunder are passed through to Customer. Black Box will provide reasonable assistance to Customer in presenting any such Equipment and/or software claims to the manufacturer. The Customer's sole and exclusive remedy for any breach of a manufacturer's warranty shall be limited to the remedies set forth in the manufacturer's end use warranties for Equipment and/or software. Customer agrees that installation, repair, or modification of a System by non-manufacturer certified technicians may void the manufacturer's warranty and may result in a denial of software support services.

(B) **Services Warranty.** The warranty for any Services provided by Black Box to Customer under this Agreement is limited to thirty (30) days from the date of performance of the Services.

(C) This section intentionally omitted.

(D) This section intentionally omitted.

(E) **Exclusions.** The warranty excludes all Equipment and Services which are made necessary by, Customer neglect, misuse or improper operation; accident, fire, water, vandalism, electrical power failure or surge, or other casualties; the action of any persons other than an authorized Black Box technician with regard to the System; Equipment or System failures induced by other products or components including but not limited to RF sources (i.e., 802.11 access points, WSP's base stations, etc.); ordinary wear and tear; or any type of aesthetic changes due to oxidation or corrosion on stainless steel or galvanized steel parts installed in areas with corrosive atmospheres (in which case Black Box only obligation shall be to ensure that Equipment complies with Black Box published material specifications).

(F) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, BLACK BOX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF NONINFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED. THIS SECTION SETS FORTH BLACK BOX'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF SUCH WARRANTIES, AND SUCH REMEDIES ARE EXPRESSLY IN LIEU OF ALL OTHER REMEDIES BASED IN LAW OR EQUITY.

(G) Customer's SOLE AND EXCLUSIVE REMEDY for breach of any warranty on a System installed by Black Box is limited to the remedies set

forth in this Section. If, however, it is determined that such remedy fails of its essential purpose, then Black Box's entire liability for breach is limited to Black Box's payment of Customer's actual direct damages in an amount not to exceed the portion of the System Price allocable to the Equipment related to the claim.

5.02 Warranty Services and Response

Warranty Services:

Customer's calls to the InnerWireless Technical Assistance Center (TAC) will be answered 24x7x365 (1-866-472-9898).

6. Terms, Conditions, and Notes

6.01 Project Summary Notes & Conditions:

1. CUSTOMER RESPONSIBILITIES
 - a. Customer will provide sufficient space within the facility for all components of the WilsonPro Solution.
 - b. Customer will provide, or arrange with Building Owner to provide, sufficient riser spaces to connect components of the WilsonPro Solution.
 - c. Customer will provide, or arrange with Building Owner to provide, adequate space, electrical power, cooling, etc. in each location for the electronic equipment. It is assumed that the electronic equipment will be installed inside the building within 20 feet of the cable entry point from the donor antenna. Further, it is assumed that Customer will provide, or arrange with Building Owner to provide, any required roof or wall penetrations and electrical grounding connection points at the points of entry.
 - d. Customer will provide, or arrange with Building Owner to provide, necessary building space and commercial power to install the WilsonPro boosters (Typically one (1) 10 amp circuit at 110 VAC required per booster). Black Box has assumed the cabling distance from the external antenna to the BDA will be no greater than 50 feet.
 - e. Customer will provide, or arrange with Building Owner to provide, adequate storage space located on site such that just-in-time deliveries are not required.
 - f. Customer will provide Black Box with the final as-built drawings for all coverage areas prior to the commencement of the actual design activity for the WilsonPro Solution.
 - g. Customer will provide, or arrange with Building Owner to provide, adequate access (defined as no more than 2 attempts) to all areas that require installation of infrastructure.
 - h. Customer will identify other co-resident wireless systems (e.g. non-Black Box DAS, small cells, boosters or other cellular signal enhancement), operating in any licensed or unlicensed frequency band. To the extent it may be reasonable, Black Box will utilize this information during initial DAS design to minimize the likelihood of interference between the WilsonPro Solution and the other co-resident wireless systems, and to advise Customer regarding any systems which

are previously known to be incompatible. Customer remains solely responsible for all non-Black Box DAS systems.

- i. Customer will obtain all required permits. No permitting costs are included in this proposal.
2. **BUILDING DESCRIPTION:**
 - a. Customer confirms that facility and floor descriptions as provided to Black Box and listed in this Project Summary are accurate. Changes to these descriptions will be reviewed by Black Box and may result in a price change.
 - b. The Coverage Area is assumed to be one contiguous area. Multiple non-contiguous areas will incur additional charges.
 - c. Unless stated otherwise, the WilsonPro Solution is designed to enhance cellular signals within the designated coverage areas based on the current floor descriptions. For example a floor that is currently "shell space" will have minimal infrastructure as compared to a fully built-out floor.
 - d. The WilsonPro Solution is not designed to provide coverage outside the facility.
3. **BUILDING ALLOWANCES:**
 - a. Black Box must be allowed to place infrastructure, including cables and antennas, in any area of the facility that requires coverage.
 - b. Black Box will be allowed to use direct cable runs to antennas. Black Box will not be required to follow the BICSI recommendation of orthogonal cable runs.
 - c. The WilsonPro Solution does not require its cables to be installed in conduit. It is assumed that conduit is not required by Customer, Building Owner, or local codes. Conduit costs are not included in this proposal.
 - d. In the event that sufficient plenum space is not available in order to allow passage of WilsonPro Solution cables, Black Box will be allowed to place system cables in areas below ceiling level.
 - e. No more than 25% of the Coverage Area will require independent threaded rods to be utilized for cable and or antenna attachment. It is assumed that pin shots can be utilized and no drilling/anchors are required.
 - f. It is assumed that no core drilling or x-raying will be required.
 - g. Antennas will be installed below the ceiling.
 - h. Antennas must be installed at a minimum height of 10 feet and a maximum height of 20 feet.
4. **WSP PERFORMANCE:**
 - a. The Wireless Service Providers may require that the WilsonPro Solution is shut off if it is determined that the system is causing noise on their macro network.
 - b. The Wireless Service Providers will make changes to their macro networks that may impact the performance of the WilsonPro Solution
 - i. Such changes may increase or decrease the level of cellular signals provided by the WilsonPro Solution
 - ii. Such changes may result in one or all bands of coverage shutting down due to excessive macro network signal levels.
 - c. Changes to the WilsonPro design and installation may be required to compensate for changes in the macro network in order to restore or improve performance. Such efforts will be quoted separately as requested by Customer.
5. **OFF-AIR SIGNAL BOOSTER SYSTEMS:**
 - a. Black Box has assumed that there is a minimum donor signal level of -60 dBm available at the proposed location of the external donor antennas for all WSP operating frequencies.
 - b. Actual signal levels will be verified during the pre-deployment RF measurements.
6. **PROJECT PHASING:**
 - a. The project and installation work will be performed in a single continuous phase.
 - b. In the event that this facility is under construction, it is assumed that the installation of the WilsonPro Solution will occur during the construction phase prior to placement of any ceilings.

- c. Project price includes only one (1) design iteration.
 - d. Project price includes only one (1) testing phase.
7. **DRAWINGS:**
- a. One (1) drawing package will be provided at time of WilsonPro Solution Design Review. One (1) as-built drawing package will be provided at the end of project close. All drawings will be provided in (2D) PDF format.
 - b. All Black Box documentation will be provided in the English language and the US Customary Measurement System (feet and inches).

6.02 Pricing Summary Terms & Conditions:

1. **COVERAGE AREA:**
 - a. The definition of the Coverage Area described above (including but not limited to the area measured in square feet to be covered by the System) was provided by Customer to Black Box and forms the basis for this proposal. Changes to the Coverage Area will be reviewed by Black Box and may result in a price change.
2. **MATERIALS:**
 - a. Price includes splitters/power dividers, connectors, coax cable, cable hangers, antennas, coax jumpers, terminators, and WilsonPro equipment, as applicable.
3. **PROFESSIONAL SERVICES:**
 - a. Price includes a site survey, design, project management, testing, travel and expenses.
 - b. If applicable, escorts, elevator operators, copying of plans, parking fees, trash removal fees, etc. are extra.
4. **INSTALLATION:**
 - a. Black Box may sub-contract installation of the WilsonPro Solution to a local 3rd Party contractor. Selection will be mutually agreed prior to commencement of the installation work.
 - b. Installation price has been based upon a local labor rate. Price may vary by location, availability of local installation labor at this rate, extent of any labor union involvement, any requirement for non-working labor or other special skills required.
 - c. Percentage of installation work to be completed during the day (M-F 8am-5pm) is 100%. Additional charges may apply for evening and weekend work.
 - d. Additional charges may apply for any area that requires installation of infrastructure and 2 or more attempts at access have failed.
 - e. Penetration of fire rated walls will be restored using STI fire stopping methods (reference UL listings: WL3090, WL-3210 or WL-3132, as applicable). Additional charges will apply to other fire stopping methods (EZ Path, etc.) if applicable. Additional charges will apply for cutting, patching and painting of walls and ceilings, asbestos abatement, infection control procedures, and core drilling, if applicable.
5. **PRICE VARIATIONS:**
 - a. It is critical that location-specific information required to execute the design process (identifying MDF/IDF locations, riser locations, approving of remote unit locations, etc.) is received in a timely manner to be able to meet customer deadlines and to avoid workflow/design process inefficiencies which would otherwise require a change order. The assumption is that Customer will respond within five (5) business days after questions are submitted. If responses take longer than five (5) business days and the design process is negatively impacted, then a design remobilization charge of \$2,000 per occurrence may apply.
 - b. If for any reason not attributable to Black Box (such as but not limited to unforeseen delays, site availability, construction scheduling, or coordination with other trades that results in loss of productivity or interruptions requiring Black Box

to stop work at the site) such that the project and installation work must be accomplished in multiple unplanned phases, then a change order for additional direct and actual costs for demobilization and remobilization at the site (Phase Charges) will apply and are estimated at \$3,500 per occurrence.

6. TOTAL PRICE:

- a. Total Price is a onetime fee, includes warranties as described in Section 5 above, is quoted in US Dollars, and excludes all additional taxes and applicable duties, and fees. Customer agrees to pay all additional taxes as may be required by law or statute plus actual duties, and fees as applicable.
- b. Notwithstanding anything contained in either this proposal or in any purchase agreement that this proposal may be included as part of, in the event that Black Box is required by local, state, or federal law or other 3rd Party to pay such taxes, duties, or fees. Customer agrees to reimburse Black Box for such actual costs either directly upon invoicing or through equivalent increases in the Total Price or portions thereof.
- c. Performance bonds are not required.

6.03 Contract Terms & Conditions:

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

Authorized Customer Signature Approval

Date



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: October 1, 2018

FROM: Wendell Mitchell, Assistant Police Chief *WMM*

ITEM: 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.

BACKGROUND INFORMATION: The use of body worn cameras (BWC) by law enforcement agencies has become a best practice. BWCs have proven to be an effective tool for law enforcement to collect valuable evidence, enhance officer training, improve transparency, as well as reduce frivolous complaints against officers. Members of the Flower Mound Police Department have conducted extensive research and trials of various cameras. Most recently, a trial of the BWC manufactured by Axon Enterprise, Inc. ("Axon"), which proved to be the most functional BWC tested by our officers. In addition to the functionality for officers, the Axon system includes a highly efficient and effective back office solution.

This five-year agreement with Axon will provide eighty body cameras and all hardware, software, and cloud storage for the videos. The Axon products are being purchased through Texas Buy Board Contract Number 500-15. The first-year cost will be \$95,524 with four additional years at an annual cost of \$77,496. The body worn camera purchase was approved in the Fiscal Year 2018-2019 through a decision package.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Although body worn cameras are a public expectation, they are not required by statute, so officers could operate without them or a less functional BWC option could be considered.

FISCAL IMPACT: \$405,508.00

Proposed Expenditure:	Account Number(s):
\$95,524.00	100-640-43500-6120

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

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

ATTACHMENTS:

1. Axon Master Service and Purchasing Agreement
2. Axon Quote

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



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Town of Flower Mound, Texas (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

“Confidential Information” means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

“Evidence.com Service” means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

“Products” means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

“Quote” is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

“Services” means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys’ fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote



pricing is subject to change if the phased deployment changes.

- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Destination via common carrier and title and risk of loss pass to the Agency upon delivery to the Agency. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
 - 7.2 **Warranty Limitations.**
 - 7.21 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.
 - 7.22 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions,**



whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.23 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall



under Workers Compensation coverage.

12 IP Rights. Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 IP Indemnification. Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 Agency Responsibilities. The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under



this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not



create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the State of Texas, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United



Nations Convention for the International Sale of Goods does not apply to this Agreement. Exclusive Venue for any conflict arising from this Agreement will be in a court of competent jurisdiction within Denton County, Texas.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Town of Flower Mound, Texas

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Evidence.com Terms of Use Appendix

1 Evidence.com Subscription Term. The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 Access Rights. "Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 Agency Owns Agency Content. The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 Evidence.com Data Security.

4.1. Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJS) Security Addendum for the Term of this Agreement.

5 Axon's Support. Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5.1. Support of Android Applications. For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

6 Data Privacy. Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7 Data Storage. Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in

archival storage will not have immediate availability, and may take up to 24 hours to access.

8 Suspension of Evidence.com Services. Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

- 8.1.** The Termination provisions of the Master Service Agreement apply;
- 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3.** If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 Software Services Warranty. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 License Restrictions. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

11 After Termination. Axon will not delete any Agency Content as a result of a termination

during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 12 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Body Worn Camera Full Service Package (BWC Full Service).** The BWC Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for \$2,500 per day. The full set of service options includes:

System set up and configuration • Setup Axon View on smart phones (if applicable) • Configure categories & custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access • Work with IT to install Evidence Sync software on Agency computers (if applicable) • One on-site session included
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary • Authenticate Dock with Evidence.com using "admin" credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera products and Evidence.com Service • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go live training and support sessions • Assistance with device set up and configuration • Training on device use, Evidence.com and Evidence Sync
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review

-
- 3 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote and in this Appendix. Any additional services will be considered out of the scope.
- 4 **Delivery of Services.**
- 4.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 4.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 6 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 7 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form,
-

the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 8 Liability for Loss or Corruption of Data.** For any work performed by Axon transiting or making use of Agency's network, maintenance and functionality of the network are the sole responsibility of the Agency. In no event will Axon be liable for loss, damage, or corruption of Agency's network infrastructure from any cause.

Technology Assurance Plan Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

- 2 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.

- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER X26P or X2 CEW, with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the X26P or X2 CEW, battery and holster by providing a \$0 purchase order. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b)

only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

- 6 **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
 - 6.1. **TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.
 - 6.2. **OSP or Unlimited TAP.** If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

- 7 **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.

- 8 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is

terminated. Once TAP coverage is terminated for any reason, then:

- 8.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 8.2.** Axon will not and has no obligation to provide the free upgrades.
- 8.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 8.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

The “Delta Logo,” the “Axon + Delta Logo,” Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-156470-43326.471AM

Issued: 08/14/2018



Quote Expiration: 10/15/2018

Account Number: 157674

Start Date: 11/01/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Andrew Mellen
Phone: 800-978-2737
Email: amellen@axon.com
Fax: 480-991-0791

PRIMARY CONTACT

Wendell Mitchell
Phone: (972) 874-3344
Email: wendell.mitchell@flower-mound.com

SHIP TO

Wendell Mitchell
Flower Mound Police Dept. - TX
4150 KIRKPATRICK LN
FLOWER MOUND, TX 75028
US

BILL TO

Flower Mound Police Dept. - TX
4150 KIRKPATRICK LN
FLOWER MOUND, TX 75028
US

Year 1 (estimated ship date 2-Oct-18)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	80	869.00	869.00	69,520.00
85110	EVIDENCE.COM INCLUDED STORAGE	3,200	0.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	4	165.00	165.00	660.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	15	308.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	2	429.00	429.00	858.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	80	499.00	0.00	0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	80	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	80	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	15	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	42.00	0.00	0.00
70112	AXON SIGNAL UNIT	34	279.00	279.00	9,486.00
70116	PPM, SIGNAL	18	96.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
Other					
71019	NORTH AMERICA POWERCORD, 6.5FT	15	10.00	0.00	0.00

Year 1 (estimated ship date 2-Oct-18) (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
85055	AXON FULL SERVICE	1	15,000.00	15,000.00	15,000.00
				Subtotal	95,524.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	95,524.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	5	0.00	0.00	0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	5	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	80	948.00	948.00	75,840.00
85110	EVIDENCE.COM INCLUDED STORAGE	3,200	0.00	0.00	0.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	4	180.00	180.00	720.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	15	336.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
				Subtotal	77,496.00
				Estimated Tax	0.00
				Total	77,496.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	80	948.00	948.00	75,840.00
85110	EVIDENCE.COM INCLUDED STORAGE	3,200	0.00	0.00	0.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	4	180.00	180.00	720.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	15	336.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
Subtotal					77,496.00
Estimated Tax					0.00
Total					77,496.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	80	948.00	948.00	75,840.00
85110	EVIDENCE.COM INCLUDED STORAGE	3,200	0.00	0.00	0.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	4	180.00	180.00	720.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	15	336.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
Subtotal					77,496.00
Estimated Tax					0.00
Total					77,496.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	80	948.00	948.00	75,840.00
85110	EVIDENCE.COM INCLUDED STORAGE	3,200	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	4	180.00	180.00	720.00
85110	EVIDENCE.COM INCLUDED STORAGE	40	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	15	336.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	2	468.00	468.00	936.00
85110	EVIDENCE.COM INCLUDED STORAGE	60	0.00	0.00	0.00
				Subtotal	77,496.00
				Estimated Tax	0.00
				Total	77,496.00
Grand Total					405,508.00



Discounts (USD)

Quote Expiration: 10/15/2018

List Amount	494,595.00
Discounts	89,087.00
Total	405,508.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1 (estimated ship date 2-Oct-18)	95,524.00
Spares	0.00
Year 2	77,496.00
Year 3	77,496.00
Year 4	77,496.00
Year 5	77,496.00
Grand Total	405,508.00

Notes

Axon products available on Texas Buy Board #500-15

****dock power cables added to order since BOM has changed****

Customer is provided 2 mounting options for each Axon Body 2 camera. Notify Axon prior to shipment if the desired configuration of mounts deviates from the selection that has been quoted.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

**PO# (Or write
N/A):** _____

Please sign and email to Andrew Mellen at amellen@axon.com or fax to 480-991-0791

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-156470-43326.471AM

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TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: October 1, 2018

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

ITEM: Consider approval of the award of Bid No. 2018-124-B, to Bean Electric Inc., for the construction of the US 377 at Canyon Falls Drive – Traffic Signal Construction project, in the amount of \$85,082.55; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 5, 2018, bids were received and opened for the construction of the traffic signal at US 377 at Canyon Falls Drive Signal Construction. Bean Electric, Inc., submitted the lower of two responding bids at \$85,082.55. The work associated with this capital improvement project consists of construction of a new span wire traffic signal, and the installation of certain equipment supplied by the Town. This location meets warrants for traffic signalization and has been approved by the Texas Department of Transportation. This location currently is being reviewed by the Union Pacific Railroad (UPRR) for connection into their equipment for preemption purposes. Final connection into the UPRR cabinet is needed before the traffic signal can be placed into full operation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$85,082.55

Proposed Expenditure:	Account Number(s):
\$85,082.55	505-220-77063

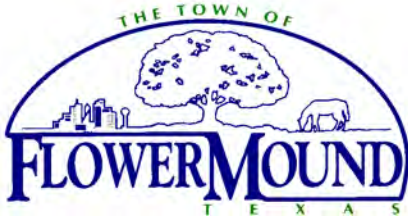
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

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

ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

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



Town of Flower Mound Bid Tabulation

Bid No: 2018-124-B - US 377 at Canyon Falls Traffic Signal

Bid Opening: 9/5/2018 at 11:00 AM

Company	Total Bid
Bean Electrical Inc	\$ 85,082.55
Roadway Solutions Inc	\$ 129,874.00

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: September 5, 2018

TOWN OF FLOWER MOUND
US 377 at Canyon Falls Traffic Signal

Bid # 2018-124-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 1st day of October, 2018, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Bean Electric Inc., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

US 377 at Canyon Falls Traffic Signal,
Bid # 2018-124-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called "Engineer", who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Eighty-Five Thousand Eighty-one Dollars and 55 cents (\$85,082.55)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred Twenty (120) calendar days, and final completion of One Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety’s name in the current U.S. Treasury Department

Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress

payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred and Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

(Signature)

(Printed Name)

_____ (Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)
_____ (Position)



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: October 1, 2018

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the Professional Services Agreement with Mesa Design Associates, Inc., for design services associated with the Canyon Falls Park Design project, in the amount of \$149,500.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item is to enter into a Professional Services Agreement (PSA) with Mesa Design Associates, Inc., to implement the Master Plan for the dedicated park land of 10.756 acres within the Canyon Falls development generally located north of Cross Timbers Road between Interstate 35 and SH 377. The Master Plan was recommended by the Parks Board meeting on February 7, 2017, and approved by Town Council on March 6, 2017.

FISCAL IMPACT: \$149,500.00

Proposed Expenditure:	Account Number(s):
\$149,500.00	317-110-90701

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

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
MESA DESIGN ASSOCIATES, INC.**

This contract is entered into on this 1st day of October, 2018, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **MESA Design Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 2001 North Lamar Street, Suite 100, Dallas, TX 75202.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to design services for the Canyon Falls Park project; and

WHEREAS, CONSULTANT is a Landscape Architecture, Planning, and Urban Design firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Forty-Nine Thousand Five Hundred and No/100 Dollars (\$149,500.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of

the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Kari Biddix, RLA, LI
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX. Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.

Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations

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

XIX.
Notice Information

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

Kari Biddix, RLA, LI
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 Telephone

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

Fred Walters
Principal
MESA Design Associates, Inc.
2001 North Lamar Street, Suite 100
Dallas, Texas 75202
214-871-4411 Telephone

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.

Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.

Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.

No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

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

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

XXX.

No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
MESA Design Associates, Inc.

By: [Signature]
 Name: Fred L. Walters
 Title: Principal

Date Signed: 9.11.18

State of Texas §
 §
 County of Dallas §

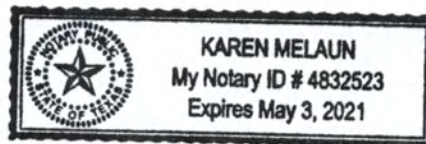
This instrument was acknowledged before me on the 11th day of September, 2018, by Fred Walters in his capacity as Principal of Mesa Design Assoc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Principal.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11th DAY OF Sept., 2018.

Karen Melaun
 Notary Public, State of Texas

My Commission Expires:

5-3-2021



ATTACHMENT A – SCOPE OF SERVICES

August 30, 2018

Town of Flower Mound
Kari Biddix, Parks Development Manager
1001 Cross Timbers Rd., # 2330
Flower Mound, TX 75028

Project: Canyon Falls Public Park
Flower Mound, Texas

Dear Kari,

This proposal and contract describes the landscape architectural services to be provided by MESA, the costs of these services and general terms and conditions under which these services would be executed.

SCOPE OF SERVICES

This proposal addresses the construction of Canyon Falls Public Park which responds to the Master Plan previously approved by Park Board and Town Council. The proposal addresses the following construction program with an anticipated budget of approximately \$1.7 Million; per March 10, 2017 cost projection. MESA will be prime consultant and retain the services of sub-consultants for Civil, Survey, Structural, and MEP Engineering, and Geotechnical Survey.

- | | | |
|--------------------------------------|----------------------------|----------------------------|
| • Demolition | • Parking (+/-23 spaces) | • Tot Lot |
| • Wet & Dry Utilities (Civil/Site) | • Basketball Court | • Fitness area |
| • Geotechnical survey | • Restroom (city standard) | • Trail (approx.3,000 lf) |
| • Limited Tree Survey (verification) | • Pavilion (city standard) | • Project Identity Sign |
| • Grading | • Splash Pad | • Landscape and Irrigation |
| • Utilities (MEP) | • Playground/Swing set | • Security Lighting |

Task 1: Data Collection and Project Kick-Off

Data Collection

MESA and the consultant team will use existing base information and tree survey for the design scope of this project. MESA has the right to rely on this information. Additional to the existing data, the design team will require information to include, but not limited to:

- A. Street design data for Stone Crest (existing and proposed)
- B. Utility information with the R.O.W.
- C. Gas Easement information and Town liaison
- D. Any applicable Town of Flower Mound design standards and construction details
- E. Any future plans or initiatives by the Town which may affect the project
- F. Boundary verification
- G. Topographic survey verification
- H. Geotechnical survey

Kickoff & Programming

MESA will attend a Kick-off meeting with the Client to confirm project scope, points of contact, schedule and deliverable expectations.

Product: Technical Base information and confirmation of project expectations.

Meetings: One (1) kickoff/coordination meeting

Task Two: Schematic Design

Based on the Client budget and master plan programming, MESA will prepare one (1) schematic design layout for the project areas identified. The schematic design will include one (1) AutoCAD plan of the park as well as sections or other diagrams to help convey the concept and intent of the design. An associated cost projection will be included, delineating the estimate of probable cost of the proposed design based on the current construction market.

Product: Plan study of the park based on the master plan as adopted by the Town for input and approval by staff. At the conclusion of the schematic design phase, Cost projections will be analyzed in relation to the budget.

Meetings: Two (2) meetings/presentations with Town staff, *Additional meetings will be billed as additional services as per the attached hourly rate schedule.*

Task Three: Opinion of Probable Cost of Construction

MESA and the consultant team will prepare an opinion of probable construction costs (cost projection) for the proposed improvements in the park. This projection will identify the assumed construction means, materials, and sequencing for construction of the park improvements. Through this process, MESA and the consultant team along with Town staff will identify and agree on the final design program for the team to proceed with design development and construction documentation.

Product: MESA and the consultant team will provide the Town staff cost projections that depict the facilities within the master plan for design and engineering. These projections will be based on a single phase of construction for the park.

Meetings: Assumed as part of meeting agenda for other tasks. *Additional meetings will be billed as additional services as per the attached hourly rate schedule.*

Task Four: Design Development

Based upon the approved schematic design submittal, MESA will finalize the design program with input from Town staff. This input will include budgetary considerations, maintenance, and operational considerations. This level of development will deal with more detailed and refined aspects of the design such as materials selection, budget refinement, and consultation with contractors about construction methods. These design documents and an accompanying refinement of the cost analysis will be presented to the Parks Department for review, comment, and endorsement prior to initiating bidding and construction documents. This task includes refinement of the following areas:

- A. Preliminary Engineering Plans
- B. Preliminary hardscape layout plans
- C. Playground review by certified agent
- D. Preliminary landscape grading (drainage incorporated into Civil design package, not included in this contract)
- E. Preliminary landscape lighting layout and fixture selection
- F. Preliminary planting layout plans for all areas
- G. Development of hardscape details
- H. Begin selection of hardscape materials, plant palette and plant species
- I. Finalize and coordinate hardscape designs, review of materials, patterns and textures and coordinate solutions with the Client for areas identified in MESA's scope of work.
- J. Coordinate irrigation system requirements with design team for water source, water usage, and water saving concepts. Coordinate with electrical consultant all irrigation controller locations.
- K. Update projections of probable costs based on progress of work.
- L. Outline specifications.

Product: Design Development Documents.

Meetings: Three (3) meetings/presentations with the Client, *Additional meetings will be billed as additional services as per the attached hourly rate schedule.*

Task Five: Bi-weekly Meetings and Coordination

MESA will perform the role of “prime consultant” for the project. In that capacity, we will coordinate the input of the other design team members as necessary as it relates to the final accepted project vision and construction program. MESA will provide meeting minutes for any meetings attended as well as weekly schedule updates to be distributed via e-mail. Any necessary meetings and coordination outside of our office will be billed on an hourly basis. Services for this task will be billed as hourly services according to the attached hourly rate schedule.

Meetings: This task assumes up to 9 bi-weekly meetings during the design development phase, spanning a maximum of 3 months.

Task Six: Park Board Presentation (optional service)

As requested by Town staff, MESA will attend the Park Board meeting and present an update to the project for the Board’s information prior to submitting for Plat/Site Plan approval and beginning Construction Documents. The presentation is assumed to be a briefing rather than focused on gathering any input from the Board or the public at large. Should any design changes result from the meeting, they will be considered as Additional Services.

Product: One (1) Park Board meeting and briefing.

Meetings: One (1) meeting. *Additional meetings will be billed as additional services as per the attached hourly rate schedule.*

Task Seven: Construction Documents

Upon approval of the design development documents as well as any value engineering efforts that result from the Client’s direction, MESA will prepare Construction Documents and specifications necessary to communicate the scope of work to a competent contractor. Construction documents shall include:

- A. Civil documentation of park road and parking lot grading plans (MESA will provide civil with conceptual grading to be refined and input into final documents – MESA will provide review during final documentation process.
- B. Final landscape grading and drainage plans at appropriate scales for all hardscape elements. MESA will coordinate landscape drain locations with Civil Engineer.
- C. MEP documentation of lighting plans (MESA will provide MEP light fixture locations and cut-sheets for incorporation into final documents – MESA will provide review during final documentation process)
- D. Hardscape details and specifications for exterior paving, pavilions, miscellaneous park structures/foundations within scope, and retaining walls at appropriate scales. Structural details, anchoring, and foundations for any playground apparatus are not included, and will be per manufacturer’s recommendation or typical Town standards.
- E. Planting plans, details, and specifications.
- F. Irrigation plans, details and specifications.
- G. Coordination with fountain consultant (MEP) on water feature edge placement and grading.
- H. Final material selections – product, colors, textures and sizes.
- I. Selection of site furnishings including benches, bike racks, etc.
- J. Landscape lighting plans, details, and specifications (electrical engineering by others).
- K. Tree Mitigation Plans and calculations.
- L. Submittal for TDLR/TAS review and inspection upon substantial completion.
- M. Final construction cost projections.

Permitting

Based on the 95% Construction Documents, MESA will format the documents as part of the Building Permit Application. Any attendance at City review, coordination or presentation meetings are not included but will be billed per our hourly fee schedule. It is assumed Park Department staff will lead this effort internally with other Town departments.

Product: The Design/Planning Team will provide the following sets for the park throughout the construction phase:

1. Five sets 24" x 36", and five copies 11" X 17" review set at 50% progress for internal distribution.
2. Five sets 24" x 36", five copies 11" X 17" review set, and two sets of specifications at 95% progress.
3. Five copies 24" x 36" final set complete with professional stamps & two 8-1/2" x 11" sets of final specifications.

Meetings: Three (3) meetings/presentations with the Client, *Additional meetings shall be billed as additional services as per the attached hourly rate schedule.*

**Revisions to plans in response to budgetary overages outside of MESA's budget will be prepared as an additional service.*

Task Eight: Bidding and Negotiation

MESA will provide assistance to the Client with the following services in conjunction with completion of the construction documents described in the task above.

- A. Prepare and bid proposals related to the hardscape, landscape, and irrigation construction
- B. Attend pre-bid and bid opening meetings
- C. Answer questions and interpret drawings and specifications during the bidding period
- D. Prepare and distribute any required addendums
- E. Provide review and analysis of the bids as submitted
- F. Plans will be distributed via BidSync (or similar service). Any printing or distribution of hardcopies for bidding will be charged as an additional reimbursable expense.

Product: Successful contractor on budget with final construction scope ready for preparation of contracts by Client.

Consultation with client to form strategies for bid alternates, if needed to maintain the aesthetic value, vision, and budget.

Meetings: Two (2) meetings outside of scheduled project coordination meetings. *Additional meetings will be billed as additional services as per the attached hourly rate schedule.*

Task Nine: Contract Administration/Construction Observation

MESA will conduct contract administration and construction observation services as related to the implementation of the construction documents described in this proposal. Construction observation services will be as follows:

- A. MESA will make up to ten (10) site visits as necessary to the construction sites as they progress to determine conformance of the work to the design as portrayed in the construction documents. These will occur at regularly scheduled site meetings and other periodic inspections as appropriate through the course of construction. Site visits will be documented in field memos provided to the Town staff. These memos will generally describe MESA's response to issues identified by the staff and other issues that the team feels merit consideration. This scope assumes various meetings /site visits during the construction sequence.
- B. MESA will clarify questions regarding the construction as the staff and contractors present them (RFI's), provide consultation, and advise the staff. MESA will prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
- C. Review of contractor submittals and shop drawings as submitted by the contractor, for conformance with the project design. An evaluation of the submittal will be provided.
- D. Tagging and inspection of plant materials (via photos before delivery and on site) to assure conformance with the plans and specifications. (Plant tagging trips at nursery can be provided as an optional service).
- E. Approve the staking of tree locations, plant material layout, and quality of material installation.
- F. Approve the placement of irrigation head locations, materials layout, and quality of the irrigation system installed.

- G. Review of certificates for payment submitted by the contractor.
- H. Preparation of change orders agreed to by the Client for the Client's approval and execution that pertains to the project scope.
- I. Coordinate final site walk-through with the Client (at the conclusion of construction) and provide a punch list of incomplete or non-conforming items to the Contractor to complete the project.
- J. Perform a post completion project inspection (at Town's request) within one year after final acceptance and issue a punch list of incomplete and non-conforming items prior to release of maintenance agreement

Product: Response to field conditions and contractor questions as they develop. Field reports will be distributed regarding the status of the project after each site visit.

Meetings: Up to ten (10) ½ day site visits and two (2) final walk through/punch list meetings. *Additional site visits or meetings will be billed as additional services as per the attached hourly rate schedule.*

ATTACHMENT B – COST OF SERVICES

COST OF SERVICES

The below scope of services will be billed on a percentage completion basis or hourly not to exceed as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract. The below tasks shall be billed as follows:

Task	Base Fees	Optional Fees
Task One: Data Collection <i>Meeting attendance, prep, and information gathering: \$2,500</i> <i>Geotechnical Allowance: \$3,500.00</i> <i>Boundary & topo verification: \$8,500.00</i>	\$14,500.00 Lump Sum Fee	
Task Two: Schematic Design	\$ 7,500.00 Lump Sum Fee	
Task Three: Opinion of Probable Cost of Construction	\$ 5,000.00 Lump Sum	
Task Four: Design Development	\$32,500.00 Lump Sum	
Task Five: Bi- Weekly Meetings and Coordination	\$ 3,500.00 Lump Sum	
Task Six: Park Board Presentation (optional service)		\$ 1,500.00 Lump Sum
Task Seven: Construction Documents	\$68,000.00 Lump Sum	
Task Eight: Bidding and Negotiation	\$7,500.00 Lump Sum	
Task Nine: Contract Administration/Construction Observation	\$11,000.00 Lump Sum	
Total Cost of Base Services (Optional Fees not included): \$149,500.00		

Reimbursable Expenses are included in the Fee. Estimated at \$8,500.00

Note: Fees required for TDLR review are estimated at \$1,100.00 and included in the fee proposal. **Changes to the fees required by any regulatory agency will be billed as an Additional Service.**

Permitting, Platting, Testing, and impact fees are not included. Sub consultant fees for MEP (lighting and splashpad), Civil Engineering, Irrigation, and Geotechnical Survey are included within the fees quoted above:

Civil Engineering:	\$69,250.00
MEP:	\$12,900.00
Geotechnical:	\$ 3,500.00 (Allowance)
Structural:	\$ 3,500.00 (Allowance)
Irrigation:	\$ 2,000.00 (Allowance)

No other sub-consultants are anticipated at this time for the Construction phase of this project.

ADDITIONAL SERVICES/HOURLY FEE SCHEDULE

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

Senior Principal	\$235.00
Principal	\$180.00
Associate Principal	\$150.00
Associate	\$130.00
Senior Project Manager	\$110.00
Project Manager	\$100.00
Senior Designer	\$ 90.00
Designer	\$ 75.00
Marketing/Acct./Admin	\$ 75.00
Intern	\$ 50.00

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
 - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD format.
 - b. Soils Report (if required).
 - c. Budgetary Considerations.
2. Not included are the following:
 - a. Vehicular Paving Improvements outside of scope area
 - b. Utilities (water, sewer, storm, electrical, cable, telephone, etc.) outside of scope area
 - c. Architectural and Mechanical Engineering
 - d. Landscape Lighting Electrical Plans
 - e. Wayfinding and/or interpretive Signage and Graphics
 - f. Design of new or additional elements added to the scope of work or any related off-site improvements
 - g. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)
 - h. Water features other than splash pad
 - i. Illustrative plans, models and drawings not specifically described in the Scope of Services
 - j. As Built Drawings
 - k. Permitting
 - l. Any Jurisdictional Mitigation Plans
 - m. On Site Construction Management
 - n. Site Safety, Operations and Maintenance
3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
4. MESA Design Associates does not act as General Contractor in any way, or accept responsibility for poor craftsmanship.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: October 1, 2018

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of the Professional Services Agreement with Studio Outside Landscape Architecture, LLC., for the design services associated with the Rheudasil Park Improvements project, in the amount of \$136,700.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This item is to enter into a Professional Services Agreement (PSA) with Studio Outside Landscape Architecture, to implement the Master Plan that was approved by Town Council at the December 1, 2014, meeting, for the Rheudasil Park Improvements.

FISCAL IMPACT: \$136,700.00

Proposed Expenditure:	Account Number(s):
\$136,700.00	317-110-90661

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

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
STUDIO OUTSIDE LANDSCAPE ARCHITECTURE, LLC**

This contract is entered into on this 1st day of October, 2018, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Studio Outside Landscape Architecture, LLC** (“hereinafter referred to as “CONSULTANT”) whose address is 824 Exposition Avenue, Suite 5, Dallas, TX 75226.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to design services for the Rheudasil Park Improvements project; and

WHEREAS, CONSULTANT is a Landscape Architecture and Urban Design firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

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

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Thirty Six Thousand Seven Hundred and No/100 Dollars (\$136,700.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

Kari Biddix, RLA, LI
 Park Development Manager
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6278 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

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

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.
Confidential Information

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

XIX.
Notice Information

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

Kari Biddix, RLA, LI
Park Development Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6278 Telephone

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

Michael Frazee
Principal Partner
Studio Outside Landscape Architecture, LLC
824 Exposition Avenue, Suite 5
Dallas, Texas 75226
214-954-7160 Telephone

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.

Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.

Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.

Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.

No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

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

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

XXX.

No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Studio Outside Landscape Architecture,
LLC



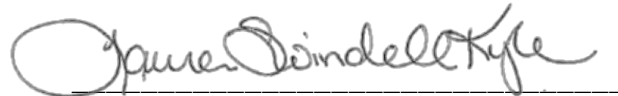
By:
 Name: Ellen Calhoun
 Title: Principal, Studio Outside

Date Signed: 09/14/2018

State of Texas §
 §
 County of Dallas §

This instrument was acknowledged before me on the 17th day of September, 2018, by Mike Frazee in his capacity as Principal/Partner of Studio Outside, a LLC Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Principal / Partner.

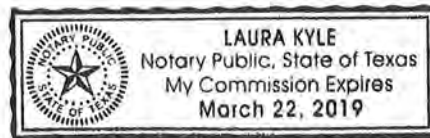
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE September
 DAY OF 17, 20 2018



Notary Public, State of Texas

My Commission Expires:

03/22/2019



Attachment A – Scope of Work



Proposal for Professional Services

September 4, 2018

Studio Outside
Landscape Architecture

824 Exposition Ave Ste 5
Dallas TX USA
75226

tel +1 214 954 7160

Ms. Kari Biddix, RLA
Town of Flower Mound
Parks & Recreation Department
1200 Gerault Rd.
Flower Mound, Texas 75028

Project: Rheudasil Park Re-Development

Dear Ms. Biddix,

We appreciate your considerations and opportunity to work with the Town of Flower Mound in developing Rheudasil Park. This letter of proposal describes planning and landscape architectural services to be provided by StudioOutside, the costs of these services, and general conditions under which these services would be executed.

ASSUMPTIONS

Studio Outside has written this proposal based on the following assumptions: The design process will begin in early Fall 2017, with a construction start to be determined.

The Town of Flower Mound will provide a singular point of contact that will provide guidance and direction, including coordination with adjacent neighborhood or other community and stakeholder groups.

The Town of Flower Mound will coordinate and provide the following:

- Program direction and history of the project, including existing concept design
- Budget considerations
- “Boiler plate” & “front end” town-standard bid documents
- Construction superintendent
- Relevant Town Codes, Ordinances, and Guidelines
- Public meeting support, scheduling, advertisement, etc.
- Graphic Design for park rules, and other unique town design standards

Construction documents for custom or stock playground equipment is not in the scope of this project and is assumed to be facilitated by a design/build playground supplier or manufacturer. StudioOutside will coordinate the aesthetic and work with the town to evaluate potential suppliers for this equipment, and work with the selected company to ensure that equipment is integrated into the final site design and details.

Consultant scope assumes a process to identify and document a construction scope that responds to an assumed approximate \$1,870,000 base construction budget.

Bid alternates will also be prepared for a town-agreed-to amount of additional construction scope, not to exceed an additional \$300,000 in construction cost. It is understood that such proposed bid alternates generally will relate to the expansion of quantities or materials upgrades, and not additional customized items (ex. second playground or pavilion, etc.). Additional new extensive architectural features are not included without a written change to the fee contract.

General scope of work is understood to include open air pavilion that houses a small restroom facility, playground, sidewalks, boardwalks/pier overlook, memorial plaque, seating, lighting, park signage, landscape, and irrigation.

Should the bid alternates not be selected for construction at this time, the town is free to rebid for construction those elements at a later date on their own.

Studio Outside will provide landscape architectural services, a singular point of contact, design lead, and prime consultant. We propose to utilize a subconsultant team to provide the following services, at cost:

SCOPE	CONSULTANT	ASSUMED FEE
Civil Engineering	Spiars Engineering	\$2,500
Geotechnical Investigations	HVJ Associates	\$3,000
Architecture	Munn Harris Architects	\$22,500
Accessibility plan review inspections	Ron Davis Consulting	\$1,000
Structural Engineering	Don Ellingsworth Engineering	\$5,000
Mechanical, Electrical, Plumbing	Jordan & Skala Engineering	\$6,500
Irrigation Design	Seth Heideman	\$1,500
Site topographic survey	G&A consultants	\$4,000

Studio Outside assumes that the Town of Flower Mound will provide day to day operations and point of contact with contractor.

Note that no specialized permitting is in this scope, including, but not limited to, wetland mitigation, cultural resources, 404 permitting, or other ecological or habitat investigations or permitting coordination. Zoning or any other legal or land use consulting is not included.

SCOPE OF WORK – APPROACH & DELIVERABLES

Task One: Discovery

Studio Outside will meet with the town staff to walk the site and comprehend specific opportunities and constraints associated with views, safety, neighborhood interface, and other immediate adjacent phenomena. This will include a detailed discussion regarding program goals, and a “download” of the concept schemes previously prepared by others to date. A component of this discovery session should be a discussion with parks maintenance staff, and possibly include a site tour to two or three other sites in Flower Mound that the town believes to be relevant to the challenges in design or maintenance of this redeveloped park. These conversations will enable the design team to comprehend the town’s approach to similar program elements, and understand a vernacular of materials (hardscape and landscape) that the town staff prefers to consider or avoid. A component of this meeting will also address schedule, key submittal dates, and overall project kick off coordination.

Deliverables: confirmed program, budget, and schedule.

Meetings: One joint site visit and meeting with town staff (including maintenance personnel). Visit up to three additional park sites within the town.

Task Two: Site Topographic Survey

Studio Outside will contract with a registered survey company to prepare a site topographic survey to use as a base of data for design documents. This scope will include:

Topographic Survey

1. Locate property corners and re-establish any missing corners.
2. Locate existing structures, drives, walks, etc.
3. Locate trees with elevation at base, size will be expressed in inches and species in common name.
4. Spot elevations on-site at an approximate twenty-five (25) foot grid including major grade breaks.
5. Spot elevations on perimeter curbing at twenty five (25) foot intervals including edge of alley pavement.
6. Contours will be shown at one (1) foot intervals.
7. Establish an on-site benchmark.
8. Locate and plot visible evidence of utilities on-site and in perimeter rights of way. Underground items will be plotted using Town of Flower Mound record drawings.

Deliverables: AutoCAD survey and plat drawing file plus PDF.

Meetings: none.

Task Three: Schematic Design

Working with the established program priorities and prior concept plan, Studio Outside will prepare a schematic design for the park. This design update will build on the existing concept to better define forms, materials, and relationships that respond to the town-provided site survey, existing trees, and budget. The package, at a minimum, will include the following elements for the project:

1. Site Plan to include all program elements – hardscape and landscape planting concept
2. Key hardscape elevations for primary vertical structures, including pavilion, walls, etc.
3. Grading concept
4. Lighting Concept
5. Furniture Selections
6. Playground Equipment Concept
7. Utilities Concept Overlay
8. Opinion of Probable Cost
9. Proposed options for Phase I construction scope

StudioOutside will present the schematic design to town staff. We will make one round of revisions to the schematic design in order to arrive at a final approved site plan and confirmed phase I construction scope for use in the engagement discussions outlined in the following task.

Deliverables: Schematic design set (includes site plan and key hardscape elevations), Opinion of Probable Cost in PDF format

Meetings: One (1) half-day meeting in Flower Mound

Task Four: Design Development

Upon written approval of the schematic design package, Studio Outside will develop the plan with further detail as required to address the type of construction issues necessary to execute the construction documents. These refinements within the design development package will define utility work and provide details of key construction methods. Colors and material finishes will also be identified. This effort will produce a refined set of drawings that depict:

- Architectural pavilion floor plans, elevations, sections, interior elevations (limited dimensions and materials)
- Electrical concept drawings (plan only, no details)
- Grading plan (updated contours with limited key spot grades, subsurface drain lines, directed flows and drainage concepts)
- Utilities plan – restroom needs, water meter, storm tie ins, etc.
- Hardscape plan (depicting geometries and materials, key dimensions)
- Hardscape details for 60% of elements (elevations and some sections with key dimensions and materials)
- Landscape planting concept (locations & plant types, no quantities or species)
- Coordination of revised playground concept (provided by supplier or design/build contractor)
- Conceptual Lighting Plan
- Irrigation main line routing and zone identification (drip vs. spray heads - no details or head layouts)
- Updated Opinion of probable cost

Deliverables: StudioOutside will develop a design development set and distribute a hard copy set and PDF to the client for their review. StudioOutside will also develop an updated opinion of probable cost for review and comment by the client.

Meetings: One design presentation and drawing review with town staff.

Task Five: Construction Documents

Studio Outside will build on the approved design development drawings with final detail as required to address the type of construction issues necessary to execute the bid and construction documents. Comments will be incorporated from direction given by the client in order to distill a final package and project manual. Document sets will be distributed for comments at intervals appropriate for client review and comment.

Studio Outside will prepare construction documents and specifications that shall include the following information

- Demolition Plans
- Full Architectural Plans – including structural engineering for open air pavilion
- Grading Plans with full spot grades and invert elevations as necessary
- Dimensioned Layout Plans
- Hardscape Details, including plans, sections, elevations, with full dimensioning
- Civil Engineering – including Utility Plans & final Erosion Control
- Electrical Plans
- Planting Details & Species List
- Irrigation Plans & Details
- Lighting Plan
- Specifications
- Preparation of appropriate additive or deductive alternatives
- Texas Department of Licensing & Review accessibility submittal & review

It is important to note that StudioOutside will organize the construction documents in a clear manner by which the set can be reviewed by town in order to comply with town permitting requirements.

The contractor will also be responsible for, among other things, preparation and maintenance of the SWPPP plan for the course of construction.

Deliverables: StudioOutside will provide the following sets for review throughout the construction drawing phase:

Two (2) hard copies and PDF at 75% progress, including opinion of probable cost.

Two (2) hard copies and PDF at 90% progress, including draft specifications.

Two (2) hard copies and PDF of final set complete with professional stamps, one (1) final set of specifications and cost projection.

One (1) electronic file drawing in 2D AutoCAD format.

Meetings: Conference calls as necessary and one (1) half-day meeting with the client

Task Six: Bidding Assistance

StudioOutside will assist the Town in their implementation of the bidding process as follows:

- Preparation of bid forms for town inclusion in the bid package for contractors using town template.
- Provide technical specifications sections for insertion into the town-prepared project manual.
- Design team attendance at (1) pre-bid meeting.
- Answer questions and interpret drawings and specifications during the bidding period (via conference calls as necessary).
- Prepare any required addendum for distribution by the town.
- Review bid tabular summary (prepared by the town), if required .
- Provide review and analysis to town staff of the apparent low bids for each project as identified by the town, if required.
- Discuss budget value engineering solutions if necessary. This will allow all pricing decisions and “value engineering” decisions to be mutually understood and agreed to by the Client, Contractor, and the design team.
- Recommendation for award of contract, if required.

This scope assumes that the town will prepare all contractor contracts and bid packages. Studio Outside will provide PDF files to the town’s contracted reprographics provider to print and deliver the drawings to the town for inclusion in bid packages and distribution to contractors. The town will also print and provide all bid and construction sets of drawings and specifications to the selected contractor.

Product: Final scope and suggested contract on budget. Design-appropriate value engineering if necessary.
Meetings: Conference calls as needed. Attendance at (1) pre-bid meeting

Task Seven: As-Built drawing coordination

The bid form will include a line-item requiring the contractor to provide a site survey of “as-built” conditions at the completion of the job, creating record drawings in CAD format for the town’s records. This CAD file will document plan view of structures and hardscape alignment, landscape bed forms, and tree locations only, not individual shrubs or construction detail cross sections, etc. StudioOutside is not responsible for any on-the-ground measurements provided by the contractor’s surveyor. As the town is self-performing the construction observation, Studio Outside cannot guarantee the contractor’s work or the contractor’s survey accuracy. The survey work is the responsibility of the contractor, and we will facilitate documents that reflect their provided information.

Studio Outside will translate the contractor-provided survey CAD linework into the working design AutoCAD “base” file for the project, and cloud any adjustments that were made during the construction process. These documents will disclaim Studio Outside’s responsibility for the accuracy of the contractor’s survey, but will generally depict their work in the context of the rest of the design “sheets” prepared for construction. We will provide a CAD file for the town to use at their own discretion and a PDF set of unstamped exhibit sheets.

Product: clouded as-built set of drawings, per contractor’s survey.
Meetings: one meeting on site to discuss field changes with the contractor

Task Eight: Reimbursable Expenses

Reimbursable non labor costs for this project shall not exceed total listed in attachment ‘B’ Cost of Services without the prior written approval by the Client. All expenses will be billed at cost.

Attachment B – Cost of Services

COST OF SERVICES

ALL TASK FEES ARE “LUMP SUM” UNLESS NOTED OTHERWISE.

	BASE	OPTIONAL
TASK 1: DISCOVERY	\$ 8,000.00	
TASK 2: TOPOGRAPHIC SURVEY	\$ 4,000.00	
TASK 3: SCHEMATIC DESIGN	\$ 18,000.00	
TASK 4: DESIGN DEVELOPMENT	\$ 23,500.00	
TASK 5: CONSTRUCTION DOCUMENTS	\$ 64,500.00	
TASK 6: BIDDING ASSISTANCE	\$ 3,000.00	
TASK 7: AS BUILT DRAWING COORINATION	\$ 2,500.00	
TASK 8: REIMBURSABLE EXPENSES	\$ 13,200.00	

GRAND TOTAL BASE SCOPE	\$ 136,700.00
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COST OF SERVICES NOTE:

1. Studio Outside's fee for Base Design Services is based upon an anticipated construction budget and project complexity outlined above. Should the final budget or complexity of the project greatly differ from these assumptions, the fee structure may need to be evaluated.
2. Any additions to scope, design or budgets will be documented and will require additional services. Studio Outside will contact the client prior to commencement with additional scope for written authorization and approval.

ALLOWANCE FOR REIMBURSABLE

Reimbursable non-labor costs for this project are over and above the professional fees stated above. Reimbursable expenses are estimated to be within the reimbursable expense allowance for travel, printing, reproduction and miscellaneous expense (fax, overnight, postage, etc.).

ADDITIONAL SERVICES/HOURLY FEE SCHEDULE

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Client, as a result of changes requested by Client or other consultant will be considered additional services and billed at an hourly rate as follows:

Studio Outside

Principal / Partner	\$225.00
Principal	\$180.00
Associate	\$130.00
Project Leader	\$110.00
Landscape Designer	\$90.00

CONDITIONS

The following is listing of contractual conditions that apply to this proposal:

1. The client will provide the following:
 - a. Site survey locating trees, utilities, structures, property lines, and utilities that cross the property as provided by civil engineer
 - b. Estimated Construction Budget for Scope of Services listed above
2. Not included services are the following:
 - a. Design of new or additional elements added to the scope of work
 - b. 3D graphics or illustrations
 - c. Graphic design not included in this Scope, including graphics for marketing and development
 - d. Redesign of elements due to site plan changes after approvals
 - e. Project Signage, Way finding, Graphics and Interpretive Design
 - f. Marketing Graphics
 - g. Value Engineering (after 60% Construction Documents are completed)
3. Studio Outside may subcontract consultants in the performance of any services described in this agreement.
4. Studio Outside does not act as General Contractor in any way or accept responsibility for poor craftsmanship.
5. The above-described compensation for Studio Outside does not include the following reimbursable non-labor costs, which will be billed as part of an allowance:
 - a. Printing
 - b. Binding
 - c. Reprographics
 - d. Scanning
 - e. Overnight mailing or courier services
 - f. Mailing/Postage
 - g. Long distance phone calling
 - h. Mileage (rate allowable by IRS)
 - i. Permits and/or registration fees
 - j. Parking/tolls
 - k. Travel expenses outside of Dallas

- I. Other products or services specifically requested by the Client and not described herein
6. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; tele: 512.305.9000; fax: 512.305.9005; e-mail: www.tbae.state.tx.us.

Respectfully submitted,
Studio Outside

A handwritten signature in black ink, reading "Ellen Calhoun". The signature is written in a cursive, flowing style.

Ellen Calhoun



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: October 1, 2018

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider approval of the purchase of pavement marking services, in the estimated annual amount of \$300,000.00, from Stripe-A-Zone, through a City of Grand Prairie contract.

BACKGROUND INFORMATION: In order to expedite timely installation and receive the best pricing, the Town of Flower Mound, Transportation Services Division, since 2011, has been utilizing a City of Grand Prairie Contract for pavement marking services. The current contract expired and was rebid.

The previous amount of approval for this contract has been deemed insufficient for the number of marking projects that are estimated for the current and upcoming fiscal years. The previous contract had expired in 2016 and the City of Grand Prairie conducted a formal bid process for pavement markings services, and awarded the contract to Stripe-A-Zone, the lowest responsive and responsible bidder. The initial term of the contract was one year, expiring on August 16, 2017, and has subsequently been renewed two times with two one-year renewal options remaining. Transportation Services has determined that this contract will serve the needs of the Town, and has requested to participate in order to take advantage of the contracted rates. The items available under this contract are traffic various pavement marking services. Estimated expenditures are expected to be \$300,000.00.

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 Grand Prairie entered into an interlocal agreement effective April 02, 2007, and is in effect until terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$300,000.00

Proposed Expenditure:	Account Number(s):
\$300,000.00 estimated annually	100-690-95100-4080

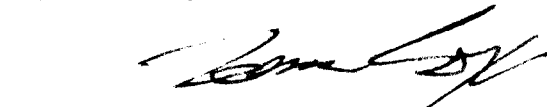
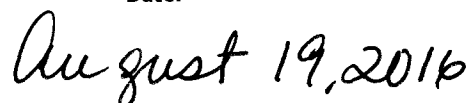
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Grand Prairie Contract
2. City of Grand Prairie Contract Amendment
3. City of Grand Prairie Legislation Details
4. City of Grand Prairie Renewal

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

ID**6471****Department:**
Purchasing for Streets**Vendor Name:**
Stripe-a-Zone, Inc.**Project Name:**
16113 Pavement Marking Service - Stripe-a-Zone - initial contract**Work Order Number(s):****Account Number:**
232010 01610503 63115**Contract Amount:**
\$464,583.00**Implementation Date:**
8/17/2016**Termination Date:**
8/16/2017**City Council Appr. Date:**
8/16/2016**Insurer A Name:**
Travelers Indemnity Co of America**Insurer A Expiration:**
11/1/2016**Insurer B Name:**
Great American Ins**Insurer B Expiration:**
11/1/2016**Insurer C Name:**
Phoenix Ins Co**Insurer C Expiration:**
11/1/2016**Insurer D Name:**
Travelers Lloyds Ins**Insurer D Expiration:**
11/1/2016**Insurer E Name:**
Charter Oak Fire Ins**Insurer E Expiration:**
11/1/2016**Return Executed Copy To:**
purchasing interoffice mail**Department Manager Signature:****City Attorney Signature:****City Manager/Deputy City Manager Signature:****City Secretary Signature:****Date:****Date:****Date:****Date:**

**CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE**

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

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **STRIPE-A-ZONE, INC.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement marking services per bid award resulting from VENDOR'S response to RFB #16113, submitted by David Sargent, on July 20, 2016.

II. DESCRIPTION OF SERVICES

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

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

III. PERFORMANCE OF WORK

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

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$464,583.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

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

VI. CONTRACT ASSIGNMENT

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

VII. CONFLICT OF INTEREST

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

VIII. CHANGE IN WORK

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

IX. CONFIDENTIAL WORK

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

X. OWNERSHIP OF DOCUMENTS

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

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

XI. NONDISCRIMINATION

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

XII. INDEPENDENT VENDOR

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

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

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

XIV. INSURANCE

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

XV. NO VERBAL AGREEMENT

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

XVI. TERMINATION

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

XVII. VENUE

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

XVIII. APPLICABLE LAWS

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

XIX. CONTRACT INTERPRETATION

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

XX. NOTICES

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

CITY:

Angi Mize, Sr. Buyer ~ Purchasing Division

972-237-8262 Phone ~ 972/237-8265 Fax

amize@gptx.org

City of Grand Prairie

326 W. Main Street, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall ~ Street Division

972-237-8526 Phone

dstovall@gptx.org

City of Grand Prairie

1821 S. SH 161, Grand Prairie, TX 75052

VENDOR:

David Sargent, President

972-647-2714 Phone

david@stripe-a-zone.com

Stripe-A-Zone, Inc.

2714 W. Sherman St., Grand Prairie, TX, 75051

XXI. SEVERABILITY

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

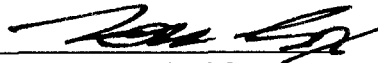
XXII. RIGHT OF REVIEW

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

XXIII. WAIVER OF ATTORNEYS FEES

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

EXECUTED this the 25th day of August 2016

CITY OF GRAND PRAIRIE, TEXASBy: 

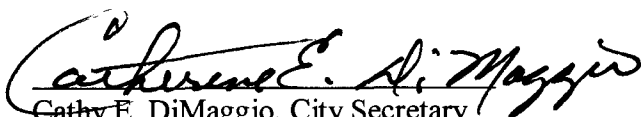
Tom Cox, Deputy City Manager

STRIPE-A-ZONE, INC.By: 

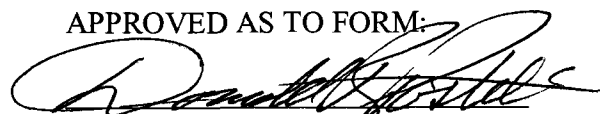
Printed

Name: DAVID SARGENT

ATTEST:

Title: PRESIDENT
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Donald R. Postell, City Attorney

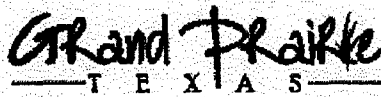
City of Grand Prairie

Bid 16113

Solicitation 16113

PAVEMENT MARKING SERVICE

Bid Designation: Public



City of Grand Prairie

City of Grand Prairie

Bid 16113

Bid 16113 PAVEMENT MARKING SERVICE

Bid Number 16113
Bid Title PAVEMENT MARKING SERVICE

Bid Start Date Jul 12, 2016 9:07:07 AM CDT
Bid End Date Jul 25, 2016 2:00:00 PM CDT
Question & Answer End Date Jul 20, 2016 4:30:00 PM CDT

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

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

Bid Comments It is the intent of this specification to obtain an annual price agreement for the purchase of pavement marking services for the City of Grand Prairie. These services shall include but not limited to furnishing and placing of hot applied thermoplastic reflective pavement markings of extruded and/or sprayed thermoplastic compound and the removal of existing pavement markings on a work order basis. This agreement will begin on or after August 17, 2016.

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

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

Item Response Form

Item 16113--01-01 · PLEASE ENTER PRICING ON ATTACHMENT A, BID SHEET
Quantity 1 each
 Prices are not requested for this item.
Delivery Location City of Grand Prairie
No Location Specified
 Qty 1
Description
 Please enter pricing on attachment A, Bid Sheet

Specification



**REQUEST FOR BID
RFB #16113
PAVEMENT MARKING SERVICE**

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement marking services for the City of Grand Prairie. These services shall include but not limited to furnishing and placing of hot applied thermoplastic reflective pavement markings of extruded and/or sprayed thermoplastic compound and the removal of existing pavement markings on a work order basis. This agreement will begin on or after August 17, 2016.

- 1.1** The pavement markings to be applied generally will consist of crosswalk lines, stop lines, crosshatch lines, symbols, legends and arrows, channelizing lines, and short sections of centerlines and lane lines. Several "typical" Intersection Marking Program drawings showing some of the types of markings are attached to these specifications as Attachment A for general information only.
- 1.2** The pavement that the thermoplastic markings will be applied to will be primarily asphalt. Some pavements may have been rejuvenated by means of a "chip seal" or "slurry seal" surface treatment. Some pavements may be Portland Cement Concrete.

2. REQUIREMENTS - Services shall include but not limited to the following:

- 2.1** Vendor shall furnish all equipment, materials, service, labor, and all miscellaneous items necessary for the required pavement preparation, layout, and completion of the pavement marking installation
- 2.2. Standards - All markings shall be installed in accordance with the following:**
 - 2.2.1** Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the Texas Highway Administration, latest edition.
(<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>)
 - 2.2.2** TXDOT Pavement Marking Handbook
(<http://onlinemanuals.txdot.gov/txdotmanuals/pmh/pmh.pdf>)
 - 2.2.3** These specifications and special provisions; and

Specification

- 2.2.4** Work orders issued by the Street Division, which will include appropriate drawings from the TXDOT Pavement Marking Standard Detail Sheets. (<ftp://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/traffic/pm1-12.pdf>)
- 2.2.5** In the event of conflict between the above standards, the work orders and the drawings attached thereto shall take precedence.
- 2.3 THERMOPLASTIC, HOT APPLIED – ATTACHMENT A**
The attached specification shall govern for the materials, composition, quality, sampling, and testing of thermoplastic, hot applied, and materials utilized in its application to the roadway surface.
- 2.4 ELIMINATING EXISTING PAVEMENT MARKINGS & MARKERS – ATTACHMENT B**
The attached specification shall govern for the elimination of existing pavement markings of the various types and sizes, and raised pavement markers as shown on the plans or as directed by the Engineer.
- 2.5 PAVEMENT SURFACE PREPARATION FOR MARKINGS – ATTACHMENT C**
The attached specification shall govern for the surface preparation of pavement surface areas prior to placement of pavement markings or raised pavement markers.
- 2.6 RAISED PAVEMENT MARKERS – ATTACHMENT D**
The attached specification shall govern for the materials, composition, quality, sampling, and testing of raised pavement markers of the various classes and types shown on the plans.
- 3. QUALIFICATIONS**
- 3.1** The Vendor must be have a minimum of five years' experience in the application of hot thermoplastic retro-reflective pavement markings at intersections, on streets, and highways that are open to traffic. Bidders that cannot demonstrate successful previous experience in work of the type in this agreement will be considered not responsible and will not be considered for award of agreement.
- 3.2** The Vendor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements, to successfully pursue the work in this agreement.
- 3.3** Personnel employed by the Vendor for work on this agreement shall be experienced in operating the striping equipment, requiring little or no training necessary to expeditiously commence the work and pursue it to completion. Before the City will authorize the Vendor to start work, the Vendor shall inform the City representative of the names and specific jobs of the Vendor's employees assigned to the Agreement. Any personnel replacements or job assignment changes during the Agreement must be reported immediately to the City representative and any replacement personnel must meet the personnel experience qualifications stated above. If, at any time, the City representative believes that inexperienced personnel are being employed, the City representative may halt the work until experienced personnel are provided.

Specification

4. LOCATIONS

The specific locations of work are not listed herein, but will be assigned via written work order by the City's representative during the duration of the agreement. Each work order will specify the locations, items, and estimate quantities of work to be performed. The City may add, delete, or change the work locations or details of the markings layouts 'at any time during the work period, with at least two (2) working days prior notice to the Vendor.

5. RATE OF PURSUING THE WORK

5.1 The Vendor shall start the work required by each work order within two weeks of notification and complete the work, no later than one (1) calendar month after receipt of the work order. The only exception to this requirement will be extenuating circumstance as may be accepted by the City representative.

Requests for exceptions due to extenuating circumstances must be made in writing to the City representative within 48 hours of the occurrence. The City representative's decision on extenuating circumstances will be final.

5.2 Lost work days due to holidays, weather, break-down or non-availability of materials or of Vendor's equipment shall not be allowed as an excuse for not meeting the required schedule. The Vendor shall assure that necessary materials and equipment are available for use on this Agreement. Each day that a work order is not completed after the one (1) month allowed shall be considered failure to pursue the work at an adequate rate. See "Default on Agreement".

6. DEFAULT OF AGREEMENT

6.1 In the event of any of the following conditions, the City may consider the Vendor to have defaulted on the agreement:

6.1.1 Failure of the Vendor to start work within 30 days from the issuance of the work order.

6.1.2 Failure of the Vendor to pursue the work at an adequate rate such that, Liquidated Damages are eligible to be assessed in excess of 14 calendar days total.

6.2 Default on the agreement may result in termination of the agreement.

7. SCHEDULING AND RECORD KEEPING

7.1 The Vendor shall designate a foreman in charge of the daily striping work. Each Monday morning, (Tuesday morning following a Monday City holiday), the Vendor shall submit a weekly written schedule of work to the City representative. The schedule shall be verbally updated each working day (i.e. progress report on accomplishments and schedule changes) by the Vendor's foremen. This daily contact with the City representative is required.

Specification

- 7.2** A permanent written log of each day's work shall be maintained by the Vendor. This daily log shall consist of the name of the intersecting roadways, the work order number that was executed, the markings actually installed, the approximate time of day that the markings were installed, the quantity (L.F., Sq. Ft., or each) of each bid item installed at locations, and any other comments as may be desirable. A copy of the daily logs and completed work orders for the previous week's work shall be submitted no later than each Tuesday. Repeated failure to turn in logs and completed work orders when due may result in assignment of one (1) day of Liquidated Damages for each occurrence.
- 7.3** If there are locations that the Vendor desires to do at night or during other than normal working hours for his own convenience, the Vendor shall submit a request in writing to the City representative at least three (3) working days in advance of any intended work on nights, weekends, or holidays, and shall not undertake such work without the approval of the City representative.
- 7.4** Provisions must be made, at the Vendor's expense, for adequate lighting of the marking operation and additional traffic control devices required for night time work. For night work, a minimum of six (6) 3000 watt lights shall be used to illuminate the area where pavement markings are being installed or removed. These lights shall be positioned so they do not interfere with the travelling public. Night work is defined as any work occurring between one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.

8. DELIVERY OF MATERIAL

- 8.1** It shall be the Vendor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the City.
- 8.2** The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the City representative.
- 8.3** The Vendor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this agreement. Any property or incidentals damaged during the course of this agreement shall be repaired or replaced to the satisfaction of the City representative.

9. SAFETY REQUIREMENTS

- 9.1** The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 9.2** Vendor will provide all required safety signage, barricades, and flashers/strobes.

Specification

- 9.3 All employees shall follow all applicable safety procedures, have appropriate fuel safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
 - 9.4 All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all FAA, OSHA, and State of Texas requirements.
 - 9.5 Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.
 - 9.6 Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
 - 9.7 Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.
- 10. IMPLIED WORK**
All incidental work required by the drawings and specifications, for which no payment is specifically provided, and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included, shall be done or furnished by the Vendor without extra compensation.
- 11. DAMAGE TO PROPERTY**
In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Vendor, his employees or agents, the Vendor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the City representative, or shall make good such damage in a satisfactory manner, and in case of failure on the part of the Vendor to promptly so restore or make good such damage, the City representative may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due the Vendor under the Agreement; or the Chief Administrative Officer may deduct from any monies due the Vendor a sum sufficient, in the judgement of the City representative, to reimburse the owners of the property so damaged.

Specification

12. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Monday, July 11, 2016
Deadline for Questions	Wednesday, July 20, 2016
Responses to Questions	Thursday, July 21, 2016
Deadline for Receipt of Bids	Monday, July 25, 2016
Council Date	Tuesday, August 16, 2016

13. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262 no later than **July 20, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by **July 21, 2016 at 4:30 pm (CST)**.

14. EVALUATION CRITERIA

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

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

15. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City of Grand Prairie reserves the right to award a separate agreement to separate vendors for each item/group, to award one or multiple agreement(s) for portions of the bid or to award one agreement for the entire bid. The City may also award one Primary and one Secondary vendor per item/category, by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City.

16. CONTRACT AWARD

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

City of Grand Prairie

Bid 16113

Specification

17. SUBMITTAL - ITEMS TO BE SUBMITTED

Interested parties should submit all of the following items for consideration in the order stated:

- A. Bid Pricing (Attachment A)**
- B. Questionnaire & References (Attachment B)**
- C. Conflict of Interest Questionnaire (Attachment C)**
- D. Submittal Affirmation Form (Attachment D)**
- E. OR Statement of No Response (Attachment G)**

Vendor must submit at least one hard copy and one electronic (flash drive or CD) copy or via www.bidsync.com for an annual fee of \$60. **Bids must be submitted no later than the response deadline of July 25, 2016 by 2:00 p.m. to:**

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

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

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

City of Grand Prairie

Bid 16113

EXHIBIT A
RFB #16113
THERMOPLASTIC, HOT APPLIED

- I. Description: This specification shall govern for the materials, composition, quality, sampling, and testing of thermoplastic, hot applied, and materials utilized in its application to the roadway surface.
- II. General Characteristics: Thermoplastic marking material shall be a product especially compounded for traffic markings. Each bag shall be clearly and adequately marked to indicate the color, weight, type of material, and lot or batch number (a lot or batch shall be considered as each individual mix or blend that produces a finished product ready for use). Each bag of thermoplastic material shall weigh approximately 50 pounds and designate appropriate user information, manufacturers, name and address. The bag must be composed of a compatible material to allow for the placement of the bag and its contents into the melter. When placed on the roadway, the markings shall not be slippery when wet, lift from pavement under normal weather conditions, nor exhibit a tacky, exposed surface. Cold ductility of the material shall permit normal road surface expansion and contraction without chipping or cracking.

The markings shall retain their original color, dimensions, and placement under normal traffic conditions at road surface temperatures of 158° F and below.

When applied at a 90 mil thickness, the setting to traffic time shall not exceed a characteristic straight-line curve, the lower limit of which is four minutes at 59° F road surface temperature, and the upper limit of which is ten minutes at 90° F road surface temperature. Temperatures are to be measured a maximum relative humidity of 90%.

The markings shall essentially have a uniform cross-section. The density and quality of markings shall be uniform throughout their thickness. The applied markings shall be 95% free of holes and voids, and free of blisters for a minimum of 60 days after application.

The markings in place on the roadway shall be completely reflectorized both internally and externally. The marking shall exhibit uniform retro-directive reflectance.

The contractor shall assume all costs arising from the use of the patented materials, equipment, devices, or processes used on or incorporated in the work and agree to indemnify and hold harmless the purchaser and its duly authorized representatives from all legal suits or action of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

- III. Sampling and Testing: The City reserves the right to have the supplied thermoplastic tested by an independent laboratory. If the tests reveal that the thermoplastic meets all of the agreed upon specifications, the City will submit payment for the tests; however, if the tests reveal that the thermoplastic does not meet all of the agreed upon specifications, the supplier shall assume all the costs of the tests. If the thermoplastic material does not meet the specifications, the City reserves the right to refuse all thermoplastic materials with matching lot or batch numbers of material tested. Amounts due to the City for conducting such tests will be deducted from monthly or final estimates on Contracts or from partial or final payments on direct purchases by the City. If the supplier, at any time during the life of the Contract, fails to supply a thermoplastic that meets the agreed upon specifications, the City reserves the right to terminate the contract.

The minimum batch size of thermoplastic striping material when tested shall not be less than 2000 pounds unless the total order is less than that amount. A small trial batch should be made prior to making the thermoplastic traffic line in large quantities to make certain the finished product will comply with all the requirements of this specification.

IV. Material Requirements:

- A. Pigments: Prime and filler pigments shall, when washed free of resins by solvent washing, pass a U.S. Standard Sieve Number 200 (Tex-863-B) and shall meet the following specific requirements for each pigment:

1. Prime Pigments:
 - a. The white pigment shall be a Rutile Titanium Dioxide.
 - b. The yellow pigment shall be a heat resistant, double encapsulated medium chrome yellow or other approved heat resistant pigment.
2. Filler Pigment: The filler pigment shall be calcium carbonate, 95% purity.

- B. Binder: The binder must consist of a mixture of resins, at least one of which is a solid at room temperature, and high boiling point plasticizers. At least 1/3 of the binder composition must be a maleic-modified glyceryl ester of rosin and must be no less than 8% by weight of the entire material formulation.

The infrared analysis of the resin extract shall match the spectra on file at CST / M&P in accordance with Tex-888-B.

C. Silica: The total silica used in the formulation shall be in the form of glass traffic beads.

D. Glass Traffic Beads: Drop-on glass traffic beads shall meet the requirements of DMS-8290.

1. Manufacture: Glass traffic beads shall be:

- a. Manufactured from glass.
- b. Spherical in shape.
- c. Essentially free of sharp angular particles.
- d. Essentially free of particles showing milkiness, surface scoring, or surface scratching.
- e. Water white in color.

2. Contaminates: Glass traffic beads shall:

- a. Contain less than 1/4 of 1% moisture by weight.
- b. Be free of trash, dirt, etc.
- c. Show no evidence of objectionable static electricity when flowing through a regular traffic-bead dispenser.

3. Gradation:

- a. Sieve Analysis: Glass traffic beads shall meet the following gradation requirements:

<u>Openings</u> <u>U.S. Std. Sieves</u>	<u>Percent</u> <u>Passing</u>
# 20 Sieve	100
# 30 Sieve	80 - 95
# 50 Sieve	15 - 35
#100 Sieve	0 - 4

- b. Irregular Particles: Glass traffic beads, retained on any screen used to determine gradation requirements, shall not contain more than 30% (by weight) irregular particles measured by Tex-832-B.

4. Index of Refraction: Glass traffic beads, when tested by the liquid immersion method at 77° F, shall show an index of refraction within the range of 1.50 to 1.53.

5. Wetting: Glass traffic beads shall be capable of being readily wet with water when tested in accordance with Test Method Tex-826-B.

6. **Stability:** Glass traffic beads shall show no tendency toward decomposition, surface etching, change in retro-reflective characteristics, or change in color after:
- a. One hour exposure to concentrated hydrochloric acid at 77°F.
 - b. Twenty four hours exposure to weak alkali.
 - c. One hundred hours of weather-o-meter exposure in accordance with ASTM G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass.

- V. **Equipment:** The thermoplastic pavement marking material may be either spray applied or extruded hot to the pavement surface unless application method is specified on the plans. The thermoplastic equipment shall be constructed to provide continuous mixing and agitation of the material. The shaping die or spray gun shall be equipped with a cut-off device remotely controlled to provide clean, square, marking ends and to provide a method for applying broken lines.

The equipment used to install hot applied thermoplastic material by contract under this specification shall be constructed to provide continuous uniform heating to temperatures exceeding 400°F mixing, and agitation of the material. Conveying parts of the equipment between the main material reservoir and the line dispensing device shall prevent accumulation and clogging. All parts of the equipment that come in contact with the material shall be constructed for easy access and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts, including the line dispensing device, maintain the material at the manufacturer's recommended application temperature. The equipment shall provide for varying traffic marking application widths. The application equipment shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. A special kettle shall be provided for uniformly melting and heating the thermoplastic material. The kettle must be equipped with an automatic thermostatic control device and material thermometer for positive temperature control and to prevent overheating or scorching of the material. The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters and the National Fire Protection Association of the state and local authorities.

Equipment used to place four inch solid or broken line shall be capable of placing a minimum of 10,000 linear feet of marking per working day. Equipment used for placing markings in widths of other than four inches shall have capabilities similar to four-inch marking equipment. Equipment shall be maintained in satisfactory operating condition. Equipment shall be considered in unsatisfactory working condition if it fails to have an average hourly placement rate of 1,500 linear feet of acceptable four-inch solid or broken lines over any five consecutive working days of seven hours or more due to equipment malfunction. Upon notification by the Engineer of equipment in unsatisfactory operating condition, the Contractor shall repair and place such unsatisfactory equipment in satisfactory condition or replace with equipment meeting the requirements of this specification. Equipment used to place markings other than solid or broken lines shall have production capabilities satisfactory to the Engineer.

The material container must be so equipped and arranged as to satisfy the requirement of the National Fire Underwriters and the Texas Railroad Commission. The Contractor shall supply the Engineer with a thermometer for the project, capable of measuring the temperature of the pavement marking material to be applied.

Beads applied to the surface of the material shall be applied by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon surface. The beads shall be applied at a uniform minimum rate of 10 pounds of glass spheres every 100 square feet of line. The bead dispenser shall be equipped with an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment.

- VI. Construction Methods: The Contractor shall use a crew experienced in the work of installing pavement markings and shall supply all the equipment and materials necessary for the placement of the pavement markings. All traffic control and work zone set-ups shall be in conformance with the Texas Manual on Uniform Traffic Control Devices (current edition).

The pavement marking material shall be applied within the material temperature limits recommended by the manufacturer.

The pavement markings shall be placed in proper alignment with guidelines established on the roadway. Deviation from the alignment established shall not exceed two inches and, in addition, the deviation in alignment of the marking being placed shall not exceed one inch per 200 feet of roadway nor shall any deviation be abrupt.

The thermoplastic material shall not deteriorate by contact with sodium chloride, calcium chloride, or other chemicals used to prevent roadway ice or because of the oil content of pavement materials or from oil droppings or other effects of traffic.

The material shall be applied to the pavement by spray method to 90 mil thickness.

When deemed necessary the Engineer to achieve specified alignment, the Contractor, at his expense, shall place any additional markings required to achieve alignment specified throughout both straight and horizontally-curved sections of roadway. Any and all additional markings placed on the roadway for alignment purposes shall be temporary in nature and shall not establish a permanent marking on the roadway. Materials used for alignment markings and equipment used to place such markings shall be approved by the Engineer.

The pavement upon which the pavement markings are to be placed shall be cleaned and prepared, to the satisfaction of the Engineer, prior to placement of markings.

The bid price for parking lot striping shall include the removal of all existing pavement markings, surface prep and cleaning, layout, and placement of the new markings, if deemed necessary by the Engineer.

Cleaning shall be by any effective method, approved by the Engineer, which completely and effectively removes contaminants, loose materials and conditions deleterious to proper adhesion. When blast cleaning is required, it shall be shown in the plans and shall be done in accordance with the Item "Blast Cleaning".

Asphalt surfaces more than 3 years old or portland cement concrete surfaces shall be further prepared after cleaning by completely sealing with an acrylic, epoxy or Type II marking. When epoxy sealer is used, the thermoplastic marking shall be applied before the sealer is completely cured.

Longitudinal lines shall be offset at least two inches from construction joints of Portland cement concrete pavements and joints or shoulder breaks of bituminous concrete pavements.

The material shall be installed in increments of 4, 6, 8, 12, or 24-inch widths or otherwise shaped as shown in the plans. Deviations from the specified width shall not exceed 1/8 inch except when due to undulations in the pavement surface, in which case the deviation in width shall not exceed 1/4 inch.

The material shall not prohibit adhesion of other thermoplastic markings if, at some future time, new markings are placed over existing material. New material shall bond itself to the old line in such a manner that no splitting or separation takes place.

The application of hot-applied pavement markings shall be done only on a clean, dry pavement having a road surface temperature above 50°F and an air temperature of 55°F. The application of hot-applied pavement markings shall not be performed for a minimum of 24 hours after the road surface has become wet due to rainfall or any other means.

When pavement marking application is by spray and operations cease for five minutes or more, the spray head must be flushed by spraying pavement marking material into a pan or similar container until the pavement marking material being sprayed out the nozzle is at the proper temperature for application.

Unless otherwise directed by the Engineer, pavement marking materials shall not be placed on roadways between November 1 and March 1, subject to temperature and moisture limitations specified elsewhere herein.

The thickness of the markings shall be uniform throughout their lengths and widths. Unless otherwise specified in the plans, the minimum thickness of the markings applied by extrusion, as measured above the plane formed by the pavement surface, shall not be less than 125 mils in the center of the marking and 90 mils at a distance of one-half inch from the edge. Maximum thickness shall be 125 mils. The Contractor shall supply a device, suitable to the Engineer, to measure thickness of the applied extruded markings.

- VII. Finished Product Requirements: Finished thermoplastic pavement marking materials shall meet the following requirements:
- A. Physical Characteristics: The finished thermoplastic pavement marking material shall be a free flowing granular material, unless otherwise specified. The material shall remain in the free flowing state in storage for a minimum of six months when stored at temperatures of 100°F or less. The material shall be readily sprayed through nozzles commonly used on thermoplastic spray equipment at temperatures between 400°F to 425°F.
 - B. Toxicity: At temperatures up to and including 446°F, materials shall not give off fumes which are toxic or otherwise injurious to persons, animals, or property.
 - C. Material Stability: The material shall not break down or deteriorate when held at 400°F for 4 hours.
 - D. Temperature vs. Viscosity Characteristics: The temperature versus viscosity characteristics of the material in the plastic state shall remain constant throughout up to four reheatings to 401°F and from batch to batch.
 - E. Chemical Resistance: The material shall not be adversely altered by contact with sodium chloride, calcium chloride, or other similar chemicals on or used on the roadway surface; by contact with the oil content of pavement materials; or by contact from oil droppings from traffic.
 - F. Softening Point: The materials shall not soften at 194°F when tested by the Ball and Ring Method, ASTM Method E28.
 - G. Color: The CIE chromaticity coordinates of the material, when determined in accordance with Tex-839-B, shall fall within an area having the following corner points.

	Point 1		Point 2		Point 3		Point 4		Luminous
Color	x	y	x	y	x	y	X	y	Y
White	0.290	0.315	0.310	0.295	0.350	0.340	0.330	0.360	Min.65
Yellow	0.470	0.455	0.510	0.489	0.490	0.432	0.537	0.462	45-60

The white and yellow material shall meet the above specified color requirements, for each color respectively, before and after 70 hours of exposure in a Weather-O-Meter. Weather-O-Meter exposure shall be in accordance with ASTG G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass.

H. Abrasion: Thermoplastic pavement marking material shall be tested for abrasion in accordance with Test Method Tex-851-B according to Steps 1 through 8 of the procedure using the following test parameter.

1. Test Distance – 5 in.
2. Blast Pressure – 40psi
3. Sample Angle -10 degree
4. Blast Media – 1200 g.

I. Uniformity: Material shall be manufactured such that, when sampled in accordance with CST / M & P's testing procedures, any 100 gram sample will be representative of the batch or lot of material.

VIII. Formula:

A. <u>Thermoplastic Marking, White</u>	<u>% by Weight</u>
Binder	18-23
Titanium Dioxide	12-15
Calcium Carbonate	20-42
<u>Glass Traffic Beads</u>	<u>30-45</u>
Total	100

B. <u>Thermoplastic Marking, Yellow</u>	<u>% by Weight</u>
Binder	18-23
Medium Chrome Yellow	5-10
Calcium Carbonate	20-42
<u>Glass Traffic Beads</u>	<u>30-45</u>
Total	100

- IX. Sealer: Sealers for use on Portland cement concrete surfaces prior to application of the thermoplastic shall be either an acrylic, epoxy sealer or Type I marking.
- X. Performance: Pavement markings shall meet all requirements of this specification for a minimum of three years after installation. Pavement markings that fail to meet all requirements of this specification shall be removed and replaced at the expense of the Contractor. The Contractor shall replace all pavement markings failing the requirements of this specification within 30 working days following notification by the Engineer of such failing. All replacement pavement markings shall also meet all requirements of this specification for a minimum of three years after installation.
- XI. Measurement: Measurement of the solid and / or broken line markings will be made, for each color, by the linear foot of the various widths complete in place. Measurement of the arrows, legends and railroad crossing markings will be made by each unit complete in place.
- XII. Payment: The work performed and materials furnished as prescribed by this item, measured as provided under "Measurement", shall be paid for at the unit price bid for "Thermoplastic Pavement Markings", for each color, per linear foot of the various widths of solid and / or broken line per each unit of the arrows, legends and railroad crossings complete in place. This price shall be full compensation for cleaning the pavement by any suitable means other than blast cleaning, for furnishing and placing all materials, and for all labor, tools, equipment and incidentals necessary to complete the work.

Warranty (contract applications only) - The thermoplastic pavement marking material furnished and installed by contract under this specification shall be guaranteed by the contractor against failure because of poor adhesion resulting from defective materials or methods of application.

Warranties may vary depending upon the applied line thickness, the positioning of the line, the traffic density, the use of studded snow tires, and the frequency of snowplow operations.

The following warranties are typical for application thickness of 125 mils for crosswalks and stop lines and 90 mils for landlines, centerlines, and edge lines by extruded method or by spray method. Warranties for thinner lines in these applications or for higher traffic volumes may be reduced commensurately.

For non-defective pavement surfaces carrying volumes fewer than 50,000 vehicles per day, the contractor shall guarantee to replace or renew without cost to the City that part of the pavement markings installed that have not remained to perform service as follows:

- a. Crosswalks and stop lines and legends - 75 percent of the total of any one intersection for one year. Retro-reflectivity levels less than 250 millicandellas during a three year period after installation.
- b. Lane lines, edge lines, and centerlines - 90 percent of a unit for one year, 80 percent of a unit for two years, and 60 percent of a unit for three years. (A "unit" is defined as any length of highway having installed thereon 2,000 lineal feet (610 m) of line of specified width in any combination or pattern. Retro-reflectivity level of less than 250 millicandellas at any time during a three year period after installation.

All minimum retro reflectivity values for pavement markings are set forth in ASTM D6359-98. The minimum retro reflective pavement marking values are set at 250 mcd/m²/lux. For white and 175 mcd/m²/lux for yellow. These minimum values shall be attained for three (3) years from the installation date of the markings.

EXHIBIT B
RFB #16113
ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

- I. Description: This specification shall govern for the elimination of existing pavement markings of the various types and sizes, and raised pavement markers as shown on the plans or as directed by the Engineer.
- II. Materials: All surface treatment material application rates shall be as directed by the Engineer. Unless otherwise shown on the plans, surface treatment materials shall conform to the requirements of "Asphalts, Oils and Emulsions," and "Aggregates for Surface Treatments" as specified in TxDOT Pavement Marking Specification. Testing of surface treatment materials may be waived by the Engineer. Asphalt and aggregate types and grades shall be as shown on the plans or approved by the Engineer.
- III. Construction Methods: Elimination of existing pavement markings and markers shall be accomplished by one (1) or more of the following methods as approved by the Engineer.

1. Markings on Asphaltic Surfaces:

A. Placement of a surface treatment a minimum of two feet (2') wide to cover the existing marking.

B. Placement of a surface treatment, thin overlay or micro-surfacing a minimum of one (1) lane in width in areas where directional changes of traffic are involved or other areas as directed by the Engineer.

Construction methods for surface treatment shall conform to "Surface Treatments" as specified in TxDOT Pavement Marking Specifications.

2. Markings on Concrete Surfaces:

A. Removal by an approved burning method

3. Markings on Asphaltic or Concrete Surfaces:

A. Removal by water, water-sand blasting techniques or by any other method(s) proven satisfactory to the Engineer

4. Markers on Asphaltic or Concrete Surfaces:

A. Removal by any mechanical method to remove marker and adhesive

Existing pavement markings and markers on both concrete and asphaltic surfaces shall be removed in such a manner that color and/or texture contrast of the pavement surface will be minimal.

Removal of pavement markings on concrete surfaces by blast cleaning shall be in accordance with Grand Prairie's "Pavement Surface Preparation for Markings" specification. Blast cleaning shall be performed in such a manner that damage to the concrete surface is minimal.

When thermoplastic pavement markings or prefabricated pavement markings are encountered, the application of heat may be used to remove the bulk of the marking material prior to blast cleaning. When heat is used, care shall be taken to prevent spalling of concrete surfaces.

A burner may be used for complete removal of pavement markings. Broom removal or light blast cleaning may be used for removal of minor residue.

Damage, such as spalling, shelling, etc. greater than ¼ inch in depth, caused to asphaltic surfaces resulting from the removal of pavement markers shall be repaired by the application of a two (2) foot wide surface treatment for longitudinal markers with no directional change or a minimum of one (1) lane width surface treatment in areas where directional changes of traffic are involved.

Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on asphaltic and concrete surfaces.

EXHIBIT C
RFB #16113
PAVEMENT SURFACE PREPARATION FOR MARKINGS

- I. Description: This specification shall govern for the surface preparation of pavement surface areas prior to placement of pavement markings or raised pavement markers.
- II. Materials: Abrasive blasting medium, when used, shall be a quality commercial product capable of producing the specified surface cleanliness without the deposition of deleterious materials on the cleaned surface. Water used in blasting operations shall be potable.
- III. Equipment: Equipment shall be in good condition. Air compression equipment shall utilize moisture and oil traps, in working order, of sufficient capacity to remove any contaminants from blasting air and prevent the deposition of moisture, oil or other contaminants on the roadway surface. Grinding equipment must utilize special milling flails.
- IV. Construction Methods: Widths, lengths and shapes of the prepared surfaces shall only be of sufficient size to include the full area of pavement markings or raised pavement markers as shown on the plans.

Surface preparation of Portland cement concrete surfaces shall be sufficient to remove contaminants. Damage to the roadway surface shall be held to a minimum. Asphaltic pavement surfaces shall be cleaned by brushing, washing, compressed air, high pressure water or any combination thereof to remove all forms of contamination and loose materials. All surfaces shall be cleaned sufficiently to remove loose and flaking materials from the roadway surface.

When existing markings are encountered, they shall be cleaned sufficiently to remove all loose and flaking materials. Small spots of old markings or contaminants of up to 0.5 square inch in area may remain if the contaminant is not removed by the following test:

Firmly press a 10 inch long, two-inch wide strip of monofilament tape onto the surface to be tested, leaving approximately two inches (2") free. Grasp the free end and remove the tape with a sharp pull.

Blasting pressure and technique shall be controlled to prevent damage to the pavement surface. Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on portland cement concrete and asphaltic surfaces.

EXHIBIT D
RFB #16113
RAISED PAVEMENT MARKERS

- I. Description: This specification shall govern for the materials, composition, quality, sampling, and testing of raised pavement markers of the various classes and types shown on the plans.
- II. Materials: Raised pavement markers shall comply with the requirements of TxDOT Departmental Materials Specifications as follows:

Pavement Markers (Reflectorized) DMS-4200

- A. Raised Pavement Markers (Pavement Markers, Reflectorized). Raised pavement markers shall include Types: I-A, I-C, I-R, II-A-A and II-C-R.

Descriptions:

Type I-A. Type I-A shall contain one face that reflects amber light. The body, other than the reflective face, shall be yellow.

Type I-C. Type I-C shall contain one face that reflects white light. The body, other than the reflective face, shall be white, silver-white.

Type I-R. Type I-R shall contain one face that reflects red light. The body, other than the reflective face, shall be white or silver-white.

Type II-A-A. Type II-A-A shall contain two (2) reflective faces oriented 180° to each other, each of which shall reflect amber light. The body, other than the reflective faces, shall be yellow.

Type II-C-R. Type II-C-R shall contain two (2) reflective faces oriented 180° to each other, one of which shall reflect white light and one of which shall reflect red light. The body, other than the reflective faces, shall be white or silver-white. Optionally, the body may be one-half white, silver-white on the side that reflects white light and one-half red on the side that reflects red light.

- III. Appearance Requirements: The outer surface of the RPM's shall be smooth except for the molding or stamping of the manufacturer's unique imprint. All corners and edges exposed to traffic shall be rounded.
- IV. Optical Requirements: The RPM's shall be capable of providing amber, red or white light reflection as required by the requisition or plans.

The reflected light of each reflective face must conform to the minimum reflective specific intensity (SI) requirements measured in candelas per foot-candle (cd/ft) as follows:

Minimum SI per Reflective Face at 0.2° Observation Angle (cd/fc)			
Horizontal Entrance Angle	Crystal	Amber	Red
4°	3.00	2.00	0.75
20°	1.50	1.00	0.30

- V. Physical Requirements: The RPM's shall comply with TxDOT "Tex-434-A, Breaking Strength of Traffic Buttons".
- VI. Heat Resistance: The RPM's shall comply with TxDOT "Tex-846-B, Testing the Heat Resistance of Reflector Units".
- VII. Sampling: Sampling will be in accordance with TxDOT Test Method Tex 729-I
- VIII. Construction Methods: Each class of raised pavement marker shall be from the same manufacturer.

Surfaces to which markers are to be installed by an adhesive shall be prepared by any method approved by the Engineer to ensure that the surface is free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings and any other material which would adversely affect the adhesive bond. Unless otherwise shown on the plans, surface preparation for installation of raised pavement markers will not be paid for directly, but shall be considered subsidiary to this item

Guides to mark the lateral placement of pavement markers shall be established as shown on the plans or as directed by the Engineer. The Contractor shall establish the pavement marker guides and the Engineer will verify the location of the guides.

The pavement markers shall be placed in proper alignment with guidelines established on the roadway. The deviation rate in alignment shall not exceed one inch (1") per 200 feet of roadway. The maximum deviation shall not exceed two inches (2") nor shall any deviation be abrupt.

Markers placed that are not in alignment or sequence, as shown on the plans or as stated in this specification, shall be removed by the Contractor at the Contractor's expense. Removal shall be in accordance with Grand Prairie's "Eliminating Existing Pavement Markings and Markers" Specification except for measurement and payments. Guides placed on the roadway for alignment purposes shall not establish a permanent marking on the roadway.

Unless otherwise shown on the plans, the Contractor shall use the following adhesive materials for placement of markers.

Epoxy adhesive for Raised Pavement Markers on Portland cement concrete pavements.

Bituminous adhesive for Raised Pavement Markers on asphalt surfaces.

Adhesive shall be applied in sufficient quantity to ensure the following:

100 percent of the bonding area of raised pavement markers shall be in contact with the adhesive.

Unless otherwise required by this item, adhesives shall be applied in accordance with the manufacturer's recommendations.

Bituminous adhesive shall conform to the requirements of the TxDOT Materials Specification DMS-6130. Epoxy adhesive shall conform to the requirements of the TxDOT Materials Specification DMS-6100 Type II Traffic Marker Adhesives.

When bituminous adhesive is used, the pavement and raised pavement marker temperature shall be at least 40° F. The bituminous adhesive shall not be heated above 400°F. The bituminous adhesive shall be agitated intermittently to ensure even heat distribution.

Epoxy adhesive shall be machine mixed.

Raised pavement markers shall be free of rust, scale, dirt, oil, grease, moisture or contaminants which might adversely affect the adhesive bond.

Raised pavement markers shall be placed immediately after the adhesive is applied and shall be firmly bonded to the pavement. Adhesive or any other material that impairs functional reflectivity will not be acceptable.

City of Grand Prairie

Bid 16113

BID SHEET		Vendor Name		STRIPE-A-ZONE, INC	
RFB# 16113		Contact		BILLY GUNTER	
PAVEMENT MARKING SERVICES		Email		billy@STRIPE-A-ZONE.com	
Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.		Phone		972-647-2714 x112	
		City/State		GRAND PRAIRIE, TX	
Item#	Description	UOM	Est Quantity	Unit Price	Est Cost
1	Reflective Pavement Marking TY I W BRK 4"	LF	30000	.49	\$14,700.00
2	Reflective Pavement Marking TY I W BRK 6"	LF	30000	.55	\$16,500.00
3	Reflective Pavement Marking TY I W BRK 8"	LF	15000	.95	\$14,250.00
4	Reflective Pavement Marking TY I W BRK 12"	LF	15000	3.30	\$49,500.00
5	Reflective Pavement Marking TY I W SLD 4"	LF	30000	.47	\$14,100.00
6	Reflective Pavement Marking TY I W SLD 6"	LF	30000	.54	\$16,200.00
7	Reflective Pavement Marking TY I W SLD 8"	LF	15000	.95	\$14,250.00
8	Reflective Pavement Marking TY I W SLD 12"	LF	7500	3.30	\$24,750.00
9	Reflective Pavement Marking TY I W SLD 24"	LF	7500	4.53	\$33,975.00
10	Reflective Pavement Marking TY I W SLD ARROW	EA	108	93.00	\$10,044.00
11	Reflective Pavement Marking TY I W SLD DBL ARROW	EA	30	98.00	\$2,940.00
12	Reflective Pavement Marking TY I W SLD WORD	EA	30	103.00	\$3,090.00
13	Reflective Pavement Marking TY I W SLD RR XING	EA	30	310.00	\$9,300.00
14	Reflective Pavement Marking TY I Y SLD 4"	LF	60000	.47	\$28,200.00
15	Reflective Pavement Marking TY II W BRK 4"	LF	30000	.20	\$6,000.00
16	Reflective Pavement Marking TY II W BRK 6"	LF	30000	.22	\$6,600.00
17	Reflective Pavement Marking TY II W BRK 8"	LF	15000	.39	\$5,850.00
18	Reflective Pavement Marking TY II W SLD 4"	LF	15000	.20	\$3,000.00
19	Reflective Pavement Marking TY II W SLD 6"	LF	15000	.22	\$3,300.00
20	Reflective Pavement Marking TY I W SLD 8"	LF	15000	.39	\$5,850.00
21	Reflective Pavement Marking TY II W SLD 12"	LF	7500	.68	\$5,100.00
22	Reflective Pavement Marking TY II W SLD 24"	LF	7500	1.33	\$9,975.00
23	Reflective Pavement Marking TY II W SLD ARROW	EA	108	26.00	\$2,808.00
24	Reflective Pavement Marking TY II W SLD DBL ARROW	EA	30	31.00	\$930.00
25	Reflective Pavement Marking TY II W SLD WORD	EA	30	36.00	\$1,080.00
26	Reflective Pavement Marking TY II W SLD RR XING	EA	30	78.00	\$2,340.00
27	Reflective Pavement Marking TY II Y SLD 4"	LF	60000	.20	\$12,000.00
28	Eliminate Existing Pavement Marking 4"	LF	30000	.26	\$7,800.00
29	Eliminate Existing Pavement Marking 6"	LF	30000	.27	\$8,100.00
30	Eliminate Existing Pavement Marking 8"	LF	15000	.52	\$7,800.00
31	Eliminate Existing Pavement Marking 12"	LF	7500	.83	\$6,225.00

City of Grand Prairie

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32	Eliminate Existing Pavement Marking 24"	LF	7500	1.60	\$ 12,000.00
33	Eliminate Existing Pavement Marking ARROW	EA	108	21.24	\$ 2,268.00
34	Eliminate Existing Pavement Marking WORD	EA	30	25.00	\$ 750.00
35	Eliminate Existing Pavement Marking RR XING	EA	30	40.00	\$ 1,200.00
36	Pavement Marking Preparation 4"	LF	30000	.21	\$ 6,300.00
37	Pavement Marking Preparation 6"	LF	30000	.23	\$ 6,900.00
38	Pavement Marking Preparation 8"	LF	15000	.42	\$ 6,300.00
39	Pavement Marking Preparation 12"	LF	15000	.83	\$ 12,450.00
40	Pavement Marking Preparation 24"	LF	7500	1.60	\$ 12,000.00
41	Pavement Marking Preparation ARROW	EA	108	16.12	\$ 1,728.00
42	Pavement Marking Preparation DBL ARROW	EA	30	16.00	\$ 480.00
43	Pavement Marking Preparation WORD	EA	30	19.00	\$ 570.00
44	Pavement Marking Preparation RR XING	EA	30	36.00	\$ 1,080.00
45	Raised Pavement Marker CL B REFL TY I A	EA	3000	4.00	\$ 12,000.00
46	Raised Pavement Marker CL B REFL TY II A-A	EA	3000	4.00	\$ 12,000.00
47	Raised Pavement Marker CL B REFL TY I C	EA	3000	4.00	\$ 12,000.00
48	Raised Pavement Marker CL B REFL TY II C-R	EA	3000	4.00	\$ 12,000.00
49	Eliminate Existing Pavement Markers	EA	6000	1.00	\$ 6,000.00
ESTIMATED TOTAL					\$ 464,583.00

City of Grand Prairie

Bid 16113

Questionnaire Attachment B

Request for Bid Questionnaire

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

General Information & References:

RESPONDENT NAME AND TITLE: <u>BILLY GUNTER, ESTIMATOR</u>
COMPANY: <u>STRIPE-A-ZONE, INC.</u>
ADDRESS, CITY, STATE ZIP: <u>2714 W. SHERMAN ST</u> <u>GRAND PRAIRIE, TX 75051</u>
TELEPHONE NUMBER: <u>972-647-2714</u>
E-MAIL: <u>billy@stripe-a-zone.com</u>
FEDERAL TAX ID: <u>75-2676688</u>
Provide 3 References, <u>please include contact name, agency name, title, phone number and email</u> of those you have provided similar services in the past three years
Reference 1: Name & Title - <u>JEREMY WILKS, SIGNS & MARKINGS SUPERVISOR</u> Agency Name - <u>CITY OF GRAND PRAIRIE, TX</u> Phone - <u>972-237-8558</u> Email - <u>JWILKS@GPTX.ORG</u>
Reference 2: Name & Title - <u>BILL LANKFORD, TRAFFIC OPERATIONS MANAGER</u> Agency Name - <u>CITY OF BEDFORD, TX</u> Phone - <u>817-952-2251</u> Email - <u>BLANKFORD@CI.BEDFORD.TX.US</u>
Reference 3: Name & Title - <u>JUSTIN SIMPSON</u> Agency Name - <u>CITY OF ARLINGTON, TX</u> Phone - <u>817-689-2783</u> Email - <u>JUSTIN.SIMPSON@ARLINGTONTX.GOV</u>

City of Grand Prairie

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Service Questions:

1.	How many years have you been in business?	66 YEARS
2.	How many years have you been performing the type of work detailed in the specification?	66 YEARS
3.	What is the total value of work you currently have under contract?	52,800,000.00
4.	What is the percentage of work that is self-performed? (approximate)	98 %
5.	Has your firm ever failed to complete a contract?	NO
6.	Has your firm ever filed for bankruptcy? If so, when?	NO
7.	Please list any pending judgment claims or suits against your company and explain on an additional page. N/A	
8.	Have you had an OSHA fine within the past three (3) years? (If yes, you MUST submit on an additional page the circumstances of the event)	NO
9.	Have you had any job related fatalities within the past five (5) years? (If yes, you MUST submit on an additional page the circumstances of the event)	NO

City of Grand Prairie

Bid 16113

10. Please list any subcontracting that will be required.

NONE

11. List municipal/government agencies you have worked with, along with the contract amount, number of years contracted, agency contact, their email and phone number. Use separate sheet if needed.Contract - \$ 262,000.00Yrs. Contracted - 4Name - JEREMY WILKS, CITY OF GRAND PRAIRIE, TXPhone - 972-237-8358Email - JWILKS@GPRTX.ORGContract - \$ 650,000.00Yrs. Contracted - 4Name - JUSTIN SIMPSON, CITY OF ARLINGTON, TXPhone - 817-689-2783Email - JUSTINContract - \$ 150,000.00Yrs. Contracted - 2Name - BILL BLANKFORD, CITY OF BEDFORD, TXPhone - 817-952Email - BLANKFORD@CI.BEDFORD.TX.US

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

EXPERIENCE, MANPOWER AND
EQUIPMENT

13. List all installations and locations within the last 2 years: (use separate sheet if needed)

Location - CITY OF GRAND PRAIRIE, TX (VARIOUS ROADS)Contract - \$ 262,000.00Was the project finished on time - YESWas the project within quoted price - YESLocation - CITY OF BEDFORD, TX (VARIOUS ROADS)Contract - \$ 150,000.00

City of Grand Prairie

Bid 16113

Was the project finished on time - YESWas the project within quoted price - YESLocation - CITY OF ARLINGTON, TX (VARIOUS ROADS)Contract - \$ 650,000.00Was the project finished on time - YESWas the project within quoted price - YESLocation - TOWN OF FLOWER MOUND, TX (VARIOUS ROADS)Contract - \$ 175,000.00Was the project finished on time - YESWas the project within quoted price - YESLocation - TOWN OF ADDISON, TX (VARIOUS ROADS)Contract - \$ 90,000.00Was the project finished on time - YESWas the project within quoted price - YESLocation - CITY OF ALLEN, TX (VARIOUS ROADS)Contract - \$ 100,000.00Was the project finished on time - YESWas the project within quoted price - YES**STRIPE-A-CONCRETE, INC HAS COMPLETED OVER 2,000 JOBS IN THE YEAR OF 2015/2016**

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

City of Grand Prairie

Bid 16113

LIST OF EMPLOYEES

Employee Last Name	Job Title	Years of Experience
PLEASE SEE ATTACHMENT		

LIST OF MACHINERY AND EQUIPMENT

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

Equipment/Machinery	Years in Service	Qty
PLEASE SEE ATTACHMENT		

EMPLOYEE BY FIRST NAME			
ADAM A LUNDY	EAST TEXAS		
ADAM W ROSS	GP		
ADAN MATA	GP		
ALICE ORTIZ-SCARAMUZZO	GP		
ALLAN REYES	GP		
ALVARO CERRILLO	GP		
ANDREW BIRNEY	EAST TEXAS		
ARRON T HAMES			
BILL (RICHARD) ROBERTSON	EAST TEXAS		
BILLY GUNTER	GP		
BRANDON HODGES	EAST TEXAS		
BRANDON TELLEZ	GP		
CAMERON WADE	EAST TEXAS		
CARLOS A ACEVEDO	GP		
CARLOS CAMPOS	GP		
CARLOS CARDENAS	GP		
CARLOS CARRANZA	GP		
CASEY LEE	GP		
CATHY CORNELL	GP		
CHAD A JEWELL	GP		
CHAD SARGENT	GP		
CHRISSY (CHRISTINA) KELLY	EAST TEXAS		
CHRISTOPHER CAROLAN	EAST TEXAS		
CHRISTOPHER COMBS	GP		
CHUCK (CHARLES) DRATWICK	GP		
CRIS RUTHERFORD			
CRISTIAN GUZMAN-SANCHEZ	EAST TEXAS		
DANNY R WOOD	GP		
DANNY RAY HAGGERTY	EAST TEXAS		
DAVID DOWNES	GP		
DAVID K SARGENT	GP		
DAVID RUIZ	GP		
DAVID SARGENT	GP		
DELISA PRESLEY	GP		
DENNIS SCARBOROUGH	GP		
DEVIN HINKLE	GP		
DON CHRIS WOODS	GP		
DUSTIN BRITT	EAST TEXAS		
DUSTY JAMES BROCKWAY	GP		
DUSTY ROBINSON	GP		
EDGAR GAONA	EAST TEXAS		
ENRIQUE ACOSTA	GP		
FRANCISCO JESUS DELGADO			
FRANCISCO MARTINEZ			
GERARDO GALLEGOS	GP		
GLENN BASS	GP		
HAYDEN K STEELE	GP		
HERBERT E. BICKLEY	HOUSTON		
JAMES "JIM" BLANCHAT	GP		
JAMES HOLLENBACH	GP		

JAMES (MIKE) SIDES	GP		
JAVIER ENRIQUE MOSCOSO	GP		
JESUS ALVEREZ ALVARADO	GP		
JESUS R SILVA	GP		
JESUS SILVA-NEGRETTE			
JOHN W GROVES			
JONATHAN J CUNNINGHAM	EAST TEXAS		
JORGE ROMO	GP		
JORGE TORRES	GP		
JOSE A MANDUJANO-CANCHOLA	GP		
JOSE A OCANAS	GP		
JOSE ALVEREZ ALVARADO	GP		
JOSE F GOMEZ			
JOSHUA LEE FRENCH	GP		
JUAN BAUTISTA	GP		
JUAN OLVEDA	GP		
JUAN RAMIREZ	GP		
JUSTIN W SONGER	GP		
KAREN WILLIAMS	GP		
KAY OWEN	GP		
KEVIN L KELLY	EAST TEXAS		
LUIS OCADIZ	GP		
MANUAL D. JAQUEZ-RIVERA	GP		
MANUEL DEJESUS HERNANDEZ-ROSAS	GP		
MANUEL HERNANDEZ	GP		
MARK WORSHAM	EAST TEXAS		
MARTIN M ARREOLA	GP		
MIGUEL CANCHOLA	GP		
NICOLAS ARCIBAR	GP		
PONCHO (FRANCISCO RIVER) JACQUEZ	GP		
RAYMUNDO H CABALLERO	GP		
RITA BLUE	GP		
ROBERTO (LUIS) CANO	GP		
SALVADOR RUIZ	GP		
SAMUEL OJEDA	GP		
SANTIAGO MARTINEZ	GP		
SEBASTIAN L AGUILAR	GP		
SEFERINO SALDANA	GP		
SERGIO DEANDA	GP		
SERGIO VENEGAS-NAJAR	GP		
SHANNON ALLEN	GP		
TONY WAYNE JAMERSON	EAST TEXAS		
TYRONE B JOHNSON	EAST TEXAS		
WILLIE CLARK	EAST TEXAS		

Item #	Description	Model Year
1	(7) Drills @ \$1,000 each	
2	(7)Generators @ \$1,000 each	
3	Nissan Forklift	
4	Thermo Paint Liner	
5	Machine Blastrac Trlr, Magnet Sweeper	
6	SP160 Epoxy Machine	
7	Thermoplastic Premelter on Trlr	
8	Small Grinder	
9	(6) SPS10 Surface w/11 HP eng w/CM2150 cabri	
10	Dual Quad Front Wheel Hyster	1985
11	2-2500lb Capacity Thermo Melting Kettles	
12	(2) LNX 8-line Removers 2x \$4000	
13	(16) Paint Machine @3,500 each	
14	(4) Line Lazer 3900 @\$3,500 each	
15	Line Lazer 6900 w/ Line Driver	
16	5-Complete MPS 350 @ \$ 9,400 Each	
17	*7" wide fine cut carbide drum assembly, utilizing*	
18	2.25" OD carbide tepped cutters*	
19	Power unit equipped w/*	
20	John Deere Model 4024T diesel engine	
21	Roadmaster 7000 Equipment Trailer	
22	(3) Hydroteck 2008 Pressure Washer 16x82 tan @7,500 each	2005
23	Line Laser IV 200HS 2Gun	
24	Line Driver (for Line Laser)	
25	Bituminous App/Trailer MNT 2001-2	
26	SST 18" Remover Attachment Model 450 Sta	
27	Bobcat S160 Skid Steer Loader	2005
28	Hiab M55BS Forklift	2006
29	SmartNav II GPS Unit	
30	SmartNav II GPS Unit	
31	SmartNav II GPS Unit	
32	SmartNav II GPS Unit	
33	SmartNav II GPS Unit	
34	SmartNav II GPS Unit	
35	SmartNavII GPS Unit	
36	SmartNav II GPS Unit	
37	SmartNav II GPS Unit	
38	SmartNav II GPS Unit	
39	SmartNav II GPS Unit	
40	Moffett M55 Forklift	2007
41	2-Reflectometer @ \$15,000 each	
42	Scorpion Crash Pad	
43	Scorpion Crash Pad	
44	Scorpion Crash Pad	
45	Forklift SAZ#forklift 7	1997
46	Line Laser IV	
47	Line Laser IV	
48	Line Driver	
49	Line Driver	
50	MRL Line Removal Saw/Cutter (perm mounted to client #69)	2006
51	Paint Line Equipment (perm mounted to client #67)	

Item #	Description	Model Year
52	MRL Line Removal apparatus (perm mounted to client #68)	
53	Waterblasting Eqp (perm mounted to client #78)	
54	Equipment (perm mounted to client #89)	
55	Mounted Thermoplastic striping apparatus (mounted to #101)	
56	MRL DHL Line Removal Apparatus (perm mounted to #93)	2008
57	Paint Equipment plus auto PD (veh 102)	
58	Porter Air Compressor	
59	Honda Generator	
60	Edco Grinder	
61	Keizer-Morns International Infrared Heater	
62	Mini Mac 350 Thermoplastic Application System	2014
63	Mini Mac 350 Thermoplastic Application System	2014
64	Mini Mac 350 Thermoplastic Application System	2014
65	Stripe Hog Eqpt perm mounted to #116 2015 Peterbilt Tk #3624	2015
66	Borum Master SP P DL	2015
67	E-Z Liner W6 2600 Pro-Series with hand gun	
68	Line Driver-Heavy Duty Model	2015
69	Line Driver-Heav Duty Model	2015
70	Striping Machine-Linelazer HS 200-Auto Layout	2015
71	Striping Machine-Linelazer HS 200-Auto Layout	2015
72	Diamond Core Rig Unit	2015
73	Line Driver HD	2015
74	Line Driver HD	2015
75	Line Lazer IV 200 HS Auto 2G	2015
77	Mini Mac 350 Self-Propelled Detail Striper	2014
78	Generac Guardian Generator	2014
79	4000 Gal Double Wall Fuel Tank, pump, meter, hose, nozzle.	
80	Mounted Equipment plus auto Physical Damage	
81	Borum Master 5000 SP LD P Road Marking Machine & equipment	
82	Bobcat S570 Skid Steer Loader, Bucket, Auger & mower	2016
83	UniCarriers Platinum II Series Pneumatic Tire Forklift	

Manufacturer	Model	Id	Serial Number
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		5498	
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		BL-GPX1018	
		HH226454A	
		TKAR16610-70E	
		625980616	
		10667	
		#165B3Y	

	M55BS		
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		TBA	
		20050123	
		BA224	
		BA2385	
		DO172082005, +	
		00400022	
		526711527	
		E420168	
		10.0.64.154	
		10-0-46-57	
		10.0.12.54	
		10.0.41.212	
		10.0.10.69	
		10.0.14.95	
		10.0.14.99	
		10.0.10.22	
		10.0.40.107	
		10.0.54.234	
		10.0.53.218	
		270008	
		4664	
		TF2730	
		TF2731	

	M55		
	LTLX		

Moffett			
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	M500		
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		7119	
		BA1740	
		BA1741	
		BA2966	
		BA3203	

Mounted on #69			
Mounted on #67			

Manufacturer	Model	Id Serial Number
Mounted on #68		06404
Mounted on #78		
Mounted on #89		
Mounted on #101		
Mounted on #93		
Mounted on #102		
	3-410	
	4-16000-G Apparatus	14401
	Cable 150	2967778056
	EU3500	EZGF-1327696
	CPM-8-9H	71210117
	C401714K7G	KM3-32
	MM350	MM35025
	MM350	MM35028
	MM350	MM35029
Mounted on #116	SH8000	
		22037
		1H13005PR
	501019-002-50C	BA4127
	501019-002-50C	BA4303
	20110-100-50C	BA892
	50110-100-50C	BA895
	DD200	92957
	262005	NBR:BA4450
	262005	NBR:BA4451
	253955	NBR:BA905
	MM350	MM35019
		9292716
Mounted on #122		
#FL08	PF50LP	ALM415478

Date Purchased

03/20/2002

08/01/2002

03/03/2004

02/17/2005

09/28/2005

09/28/2005

09/28/2005

09/28/2005

09/28/2005

09/20/2006

08/31/2011

11/13/2012

11/13/2012

11/13/2012

11/13/2012

Date Purchased

01/15/2014
03/20/2014
03/20/2014
03/20/2014
03/20/2014

12/22/2014
02/12/2015

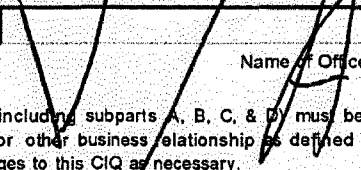
02/15/2015
02/15/2015
02/05/2015
02/05/2015
02/06/2015
03/20/2015
03/20/2015
03/20/2015
04/10/2015

12/16/2015

01/26/2016

City of Grand Prairie

Bid 16113

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1	Name of vendor who has a business relationship with local governmental entity.	
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being disclosed.  Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section. 	
4	Signature of vendor doing business with the governmental entity Date	

City of Grand Prairie

Bid 16113

CITY OF GRAND PRAIRIE SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items as specified in section 17 and receipt of the following addenda which are part of the Solicitation Documents:

ALL OF SECTION 17 HAS BEEN SUBMITTED ☒ YES

Addendum No. N/A

Addendum No. N/A

Addendum No. N/A

Addendum No. N/A

INTERLOCAL PURCHASING

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

Yes ☒

No ☐

OTHER CONDITIONS

The undersigned agrees to the following:

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

SUBMITTAL CERTIFICATION

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

Authorized Signature
DAVID SARGENT
Print/Type Name

PRESIDENT
Title
7/20/16
Date

Standard Terms

Attachment E

STANDARD TERMS AND CONDITIONS

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

Standard Terms

Attachment E

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

City of Grand Prairie

Bid 16113

Standard Terms

Attachment E

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

City of Grand Prairie

Bid 16113

Standard Terms

Attachment E

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

City of Grand Prairie

Bid 16113

Insurance

Attachment F

INSURANCE and INDEMNITY**Insurance**

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

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

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

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

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

Indemnity

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

City of Grand Prairie

Bid 16113



STATEMENT OF NO RESPONSE
RFB #00000
BID NAME

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

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

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

N/A

REMARKS: stbstb

Company Name: _____ Contact: _____

Phone: _____ Email: _____

City of Grand Prairie

Bid 16113

Question and Answers for Bid #16113 - PAVEMENT MARKING SERVICE

Overall Bid Questions

There are no questions associated with this bid.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
 2016-100910

Date Filed:
 08/17/2016

Date Acknowledged:

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

Stripe-A-Zone, Inc.
 Grand Prairie, TX United States

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

City of Grand Prairie

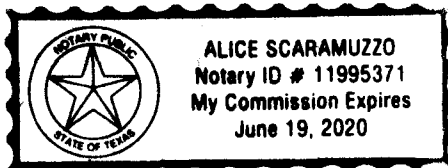
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB #16113
 Pavement Marking

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

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

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



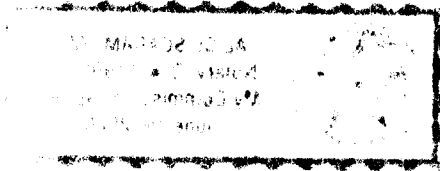
AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

David Sargent - President

Sworn to and subscribed before me, by the said David Sargent, this the 17th day of August, 2016, to certify which, witness my hand and seal of office.

Alice Scaramuzzo Alice Scaramuzzo Notary Public
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



Client#: 934279

STRIPING

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/24/2015

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

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

PRODUCER USI Southwest Dallas 2711 N. Haskell Ave., Suite 2000 Dallas, TX 75204	CONTACT NAME: Pamela King PHONE (A/C, No, Ext): 214 443-3251 FAX (A/C, No): 610-537-9894 E-MAIL ADDRESS: pamela.king@usi.biz														
INSURED Stripe-A-Zone, Inc. Diamond "S" Striping, Inc. 2714 W. Sherman Grand Prairie, TX 75051	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co. of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER B: Great American Insurance Compan</td> <td>16691</td> </tr> <tr> <td>INSURER C: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D: Travelers Lloyds Insurance Comp</td> <td>41262</td> </tr> <tr> <td>INSURER E: Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of Amer	25666	INSURER B: Great American Insurance Compan	16691	INSURER C: Phoenix Insurance Company	25623	INSURER D: Travelers Lloyds Insurance Comp	41262	INSURER E: Charter Oak Fire Insurance Comp	25615	INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: 2,500 GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CO491D3093	11/01/2015	11/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			8107902C304	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			TUU062957502	11/01/2015	11/01/2016	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB491D307A	11/01/2015	11/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Rented/Leased Eqp			6600528B319	11/01/2015	11/01/2016	\$100,000 \$2,500 Deductible

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

For Information Only.

The General Liability policy contains a blanket additional insured endorsement CG D6 04 08/13 that provides additional insured and primary and non-contributory status for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a Business Auto Extension Endorsement CA T3 53 02/15 that provides blanket (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Stripe-A-Zone, Inc. Diamond "S" Striping, Inc. 2714 W. Sherman Grand Prairie, TX 75051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J.W. Wagner</i>
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DESCRIPTIONS (Continued from Page 1)

additional insured status and waiver of subrogation when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a Primary and Non-Contributory endorsement CA T4 74 02/12 that provides primary and non-contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a Contractors XTend Endorsement CG D3 16 11/11 that provides Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy contains a Blanket Waiver of Subrogation Endorsement WC 42 03 04 that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

POLICY NUMBER: DT-CO-491D3093-TIA-15

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 11-03-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project

General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:
 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A**, for damages or under **COVERAGE C**, for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:**
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage B; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.**
- E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:**
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.**

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

COMMERCIAL GENERAL LIABILITY**3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.**C. INCREASED SUPPLEMENTARY PAYMENTS****1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE**1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:**

"Occurrence" also means an act or omission committed in providing or failing to provide "Incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the Insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

COMMERCIAL GENERAL LIABILITY

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

POLICY NUMBER: DT-CO-491D3093-TIA-15

ISSUE DATE: 11-03-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)

ADDRESS:

SEE IL T8 03

GRAND PRAIRIE
TX
75051

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: DT-CO-491D3093-TIA-15

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF
CANCELLATION PROVIDED BY US
(IL T4 05 03-11)**

**This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

SCHEDULE

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

**"ANY PERSON OR ORGANIZATION TO WHOM YOU AGREED IN WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:**

- 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY AND**
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOW IN THIS SCHEDULE."**

ADDRESS:

**"THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US."**

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED * B. BLANKET ADDITIONAL INSURED * C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS * M. BLANKET WAIVER OF SUBROGATION * N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

* B. BLANKET ADDITIONAL INSURED *

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "Insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "Insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: DT-810-7902C304-COF-15

ISSUE DATE: 11-04-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DESIGNATED ENTITY – NOTICE OF
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY**SCHEDULE****CANCELLATION:**Number of Days Notice of Cancellation: 30**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) - 001**

POLICY NUMBER: (DTNUB-491D307-A-15)

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

- ☒ Blanket Waiver

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

2. Operations:

ALL TEXAS OPERATIONS.

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **SEE SCHEDULE**

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 11-04-15

ST ASSIGN:

Page 1 of 1



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: (DTN03-491D307-A-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.**

DATE OF ISSUE: 11-04-15

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 42 06 01 (00) - 001

POLICY NUMBER: (DTN08-491D307-A-15)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)

2. NOTICE WILL BE MAILED TO:

**ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A
WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR
MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN,
BUT ONLY IF:**

**1: YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE
SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE
FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS
POLICY; AND**

**** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.**



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 42 06 01 (00) — 002

POLICY NUMBER: (DTNUB-491D307-A-15)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)

2. NOTICE WILL BE MAILED TO:

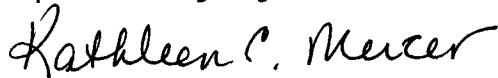
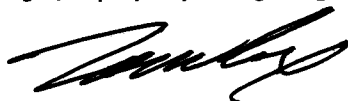
CONTINUATION OF ENDT. WC 42 06 01 (00) - 001

2: WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS
ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.

ID**6574****Department:**
Purchasing for Streets**Vendor Name:**
Stripe-a-Zone**Project Name:**
16113 CO1 Pavement Marking Service - Stripe-a-Zone - change order 1**Work Order Number(s):****Account Number:**
232010 01610503 63115**Contract Amount:**
\$10,350.00**Implementation Date:**
9/21/2016**Termination Date:**
9/16/2017**City Council Appr. Date:**
8/16/2016**Insurer A Name:**
Travelers Indemnity Co of America**Insurer A Expiration:**
11/1/2016**Insurer B Name:**
Great American Ins**Insurer B Expiration:**
11/1/2016**Insurer C Name:**
Phoenix Ins Co**Insurer C Expiration:**
11/1/2016**Insurer D Name:**
Travelers Lloyds Ins**Insurer D Expiration:**
11/1/2016**Insurer E Name:**
Charter Oak Fire Ins**Insurer E Expiration:**
11/1/2016**Return Executed Copy To:**
purchasing**Department Manager Signature:****City Attorney Signature:****City Manager/Deputy City Manager Signature:****City Secretary Signature:**
Date:

September 27, 2016

Date:

9/27

Date:

9/27/16

Date:

9/28/2016

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

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

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **STRIPE-A-ZONE** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement marking services per bid award resulting from vendor's response to RFB #16113, submitted by David Sargent on July 20, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$2,322,915.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the above referenced agreement provides that CITY may request changes in the scope and focus of activities under this agreement; and

WHEREAS, the CITY has determined that we may require the services provided under this agreement of TYI and TYII 4" yellow BRK which were not specifically priced in the original bid response; and

WHEREAS, the VENDOR has agreed to perform said additional services, for an additional annual cost of \$ TYI \$.49 per LF; and TYII \$.20 per LF;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

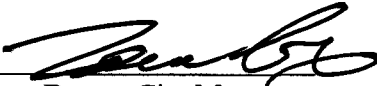
1. The parties mutually agree to add provisions for TYI and TYII 4" yellow BRK; and
2. The CITY agrees that the price quoted is acceptable and in the best interest of the CITY; and
3. The estimated annual amount to be paid to VENDOR under such contract shall be increased by the sum of \$10,350.00, making the total estimated annual amount to be paid to VENDOR under such contract \$474,933.00, to reflect the one year renewal; and
4. The five year total if all extension are exercised will increase from \$2,322,915.00 to \$2,374,665.00; and

5. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 28th day of Sept., 2016

CITY OF GRAND PRAIRIE, TEXAS

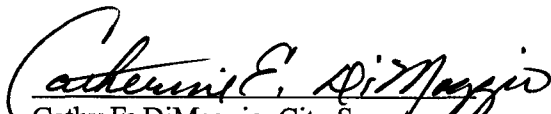
~~STRIKE-A-ZONE~~

By: 
Tom Cox, Deputy City Manager

By: _____
Printed _____
Name: DAVID SARGENT

ATTEST:

Title: PRESIDENT


Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Donald R. Postell, City Attorney



Annual Agreement Change Order Worksheet

16113 Pavement Marking Srv - EXHIBIT A

Possible Contract Years

5

Original Annual Contract Value \$ 464,583.00

Original Max Potential Value \$2,322,915.00

25% Maximum Increase \$ 116,145.75

Max Possible Value \$2,903,643.75

Max Possible Annual Contract Value \$ 580,728.75

Current Total Value \$2,374,665.00

Dollar Value each on each Contract Term

	<u>Contract Action</u>	<u>Initial Term</u>	<u>Renewal 1</u>	<u>Renewal 2</u>	<u>Renewal 3</u>	<u>Renewal 4</u>
09/19/16	Change Order 1 added items	\$ 10,350.00	\$ 10,350.00	\$ 10,350.00	\$ 10,350.00	\$ 10,350.00
	Renewal 1	\$ -	\$ -	\$ -	\$ -	\$ -
	Renewal 2	\$ -	\$ -	\$ -	\$ -	\$ -
	Renewal 3	\$ -	\$ -	\$ -	\$ -	\$ -
	Percentage Change	2.23%	2.23%	2.23%	2.23%	2.23%
	Total of Changes	\$ 10,350.00	\$ 10,350.00	\$ 10,350.00	\$ 10,350.00	\$ 10,350.00
	PREVIOUS TERM Annual Contract Value	\$ 474,933.00	\$ 474,933.00	\$ 474,933.00		
	CURRENT TERM Annual Contract Value				\$ 474,933.00	
	FUTURE TERM Annual Contract Value					\$ 474,933.00



Proposal

From: Stripe-A-Zone, Inc.
2714 West Sherman Street
Grand Prairie, TX 75051
Phone: (972) 647-2714
Fax: (972) 641-9520

Project: BG-16268
Description: S. CARRIER 1200-1800 BLOCK
Bid Location:
Bid Date: 09/19/2016
Contract #:

To: City of Grand Prairie
1821 S. State Hwy 161
Grand Prairie, TX 75051
Contact: Jeremy Wilks
Phone: 972-237-8558
Email: jwilks@gptx.org

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
50 REFL PAV MRK TY I (Y) 4" BRK	15,000.000	LF	\$0.490	\$7,350.00
51 REFL PAV MRK TY II (Y) 4" BRK	15,000.000	LF	\$0.200	\$3,000.00
			TOTAL BID:	\$10,350.00

ACORDTM

Client#: 934279

STRIPINC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2015

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

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

PRODUCER USI Southwest Dallas 2711 N. Haskell Ave., Suite 2000 Dallas, TX 75204	CONTACT NAME: Pamela King PHONE (A/C, No, Ext): 214 443-3251 FAX (A/C, No): 610-537-9894 E-MAIL ADDRESS: pamela.king@usi.biz														
INSURED Stripe-A-Zone, Inc. Diamond "S" Striping, Inc. 2714 W. Sherman Grand Prairie, TX 75051	<table border="1"> <thead> <tr> <th data-bbox="817 542 1412 574">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1412 542 1539 574">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="817 574 1412 606">INSURER A: Travelers Indemnity Co. of Amer</td> <td data-bbox="1412 574 1539 606">25666</td> </tr> <tr> <td data-bbox="817 606 1412 638">INSURER B: Great American Insurance Compan</td> <td data-bbox="1412 606 1539 638">16691</td> </tr> <tr> <td data-bbox="817 638 1412 670">INSURER C: Phoenix Insurance Company</td> <td data-bbox="1412 638 1539 670">25623</td> </tr> <tr> <td data-bbox="817 670 1412 702">INSURER D: Travelers Lloyds Insurance Comp</td> <td data-bbox="1412 670 1539 702">41262</td> </tr> <tr> <td data-bbox="817 702 1412 734">INSURER E: Charter Oak Fire Insurance Comp</td> <td data-bbox="1412 702 1539 734">25615</td> </tr> <tr> <td data-bbox="817 734 1412 759">INSURER F:</td> <td data-bbox="1412 734 1539 759"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of Amer	25666	INSURER B: Great American Insurance Compan	16691	INSURER C: Phoenix Insurance Company	25623	INSURER D: Travelers Lloyds Insurance Comp	41262	INSURER E: Charter Oak Fire Insurance Comp	25615	INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: 2,500 GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER				CO491D3093	11/01/2015	11/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				8107902C304	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000				TUU062957502	11/01/2015	11/01/2016	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		UB491D307A	11/01/2015	11/01/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Rented/Leased Eqp				6600528B319	11/01/2015	11/01/2016	\$100,000 \$2,500 Deductible

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

For Information Only.

The General Liability policy contains a blanket additional insured endorsement CG D6 04 08/13 that provides additional insured and primary and non-contributory status for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a Business Auto Extension Endorsement CA T3 53 02/15 that provides blanket (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Stripe-A-Zone, Inc.
 Diamond "S" Striping, Inc.
 2714 W. Sherman
 Grand Prairie, TX 75051

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

AUTHORIZED REPRESENTATIVE

J.W. Wagner

DESCRIPTIONS (Continued from Page 1)

additional insured status and waiver of subrogation when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a Primary and Non-Contributory endorsement CA T4 74 02/12 that provides primary and non-contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a Contractors XTend Endorsement CG D3 16 11/11 that provides Waiver of Subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy contains a Blanket Waiver of Subrogation Endorsement WC 42 03 04 that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

- (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

POLICY NUMBER: DT-CO-491D3093-TIA-15

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 11-03-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:**
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage B; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.**
- E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:**
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.**

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

COMMERCIAL GENERAL LIABILITY**3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.**C. INCREASED SUPPLEMENTARY PAYMENTS****1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE**1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:**

"Occurrence" also means an act or omission committed in providing or failing to provide "Incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY**3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
 - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**
- The following is added to SECTION II – WHO IS AN INSURED:
- Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

COMMERCIAL GENERAL LIABILITY

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

POLICY NUMBER: DT-CO-491D3093-TIA-15

ISSUE DATE: 11-03-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

**ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)**

ADDRESS:

SEE IL T8 03

**GRAND PRAIRIE
TX
75051**

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: DT-CO-491D3093-TIA-15

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF
CANCELLATION PROVIDED BY US
(IL T4 05 03-11)**

**This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

SCHEDULE

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

**"ANY PERSON OR ORGANIZATION TO WHOM YOU AGREED IN WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:**

- 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY AND**
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOW IN THIS SCHEDULE."**

ADDRESS:

**"THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US."**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED * B. BLANKET ADDITIONAL INSURED * C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS * M. BLANKET WAIVER OF SUBROGATION * N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

* B. BLANKET ADDITIONAL INSURED *

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

**A. The following is added to Paragraph c. in A. 1.,
Who Is An Insured, of SECTION II – LIABILITY
COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. The following is added to Paragraph 5., Other
Insurance, in B. General Conditions of SEC-
TION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: DT-810-7902C304-COF-15

ISSUE DATE: 11-04-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) - 001**

POLICY NUMBER: (DTN08-491D307-A-15)

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization

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

2. Operations:
ALL TEXAS OPERATIONS.

3. Premium:
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **SEE SCHEDULE**

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 11-04-15 ST ASSIGN:

Page 1 of 1



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (DTNUB-491D307-A-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.**

DATE OF ISSUE: 11-04-15

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 42 06 01 (00) - 001

POLICY NUMBER: (DTN08-491D307-A-15)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)

2. NOTICE WILL BE MAILED TO:

**ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A
WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR
MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN,
BUT ONLY IF:**

**1: YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE
SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE
FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS
POLICY; AND**

**** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.**



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 42 06 01 (00) - 002

POLICY NUMBER: (DTNUB-491D307-A-15)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)

2. NOTICE WILL BE MAILED TO:

CONTINUATION OF ENDT. WC 42 06 01 (00) - 001

2: WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.



City of Grand Prairie

City Hall
317 College Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	16-5909	Version:	1	Name:	Price Agreement for Pavement Marking Services from Stripe-A-Zone
Type:	Agenda Item	Status:			Consent Agenda
File created:	7/29/2016	In control:			Public Works
On agenda:	8/16/2016	Final action:			
Title:	Price agreement for pavement marking services from Stripe-A-Zone (up to \$464,583 annually) for one year with the option to renew for four additional one year periods totaling \$2,322,915.00 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms				

Sponsors:

Indexes:

Code sections:

Attachments: [TABULATION.pdf](#)
[CIP BUDGET SUMMARY.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Glenda Peterson

Title

Price agreement for pavement marking services from Stripe-A-Zone (up to \$464,583 annually) for one year with the option to renew for four additional one year periods totaling \$2,322,915.00 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Presenter

Ron McCuller, Public Works Director

Recommended Action

Approve

Analysis

This price agreement will be used for the installation of pavement markings throughout the City.

Notice of bid # 16113 was viewed by 13 vendors. There were two Grand Prairie vendors available for this commodity. One bid was received as shown on attachment A.

The pricing is reflective with the City's expectations. Stripe-A-Zone meets all specifications and is recommended for award. Although they were the only bidder the pricing submitted was within our expectations for this type of work.

File #: 16-5909, Version: 1

Financial Consideration

Funds are available in the FY 2015/2016 budget under 232010 (Street Maintenance Sales Tax), 01610503 (FY16 Streets Maintenance Projects), 63115 (Signs/Markings Maintenance), and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.

TABULATION		Vendor Name		Stripe-a-Zone	
RFB# 16113		Contact		Billy Gunter	
PAVEMENT MARKING SERVICES		Email		bill@striep-a-zone.com	
Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.		Phone		972-647-2714 x112	
		City/State		Grand Prairie, TX	
Item#	Description	UOM	Est Quantity	Unit Price	Est Cost
1	Reflective Pavement Marking TY I W BRK 4"	LF	30000	0.49	\$ 14,700.00
2	Reflective Pavement Marking TY I W BRK 6"	LF	30000	0.55	\$ 16,500.00
3	Reflective Pavement Marking TY I W BRK 8"	LF	15000	0.95	\$ 14,250.00
4	Reflective Pavement Marking TY I W BRK 12"	LF	15000	3.30	\$ 49,500.00
5	Reflective Pavement Marking TY I W SLD 4"	LF	30000	0.47	\$ 14,100.00
6	Reflective Pavement Marking TY I W SLD 6"	LF	30000	0.54	\$ 16,200.00
7	Reflective Pavement Marking TY I W SLD 8"	LF	15000	0.95	\$ 14,250.00
8	Reflective Pavement Marking TY I W SLD 12"	LF	7500	3.30	\$ 24,750.00
9	Reflective Pavement Marking TY I W SLD 24"	LF	7500	4.53	\$ 33,975.00
10	Reflective Pavement Marking TY I W SLD ARROW	EA	108	93.00	\$ 10,044.00
11	Reflective Pavement Marking TY I W SLD DBL ARROW	EA	30	98.00	\$ 2,940.00
12	Reflective Pavement Marking TY I W SLD WORD	EA	30	103.00	\$ 3,090.00
13	Reflective Pavement Marking TY I W SLD RR XING	EA	30	310.00	\$ 9,300.00
14	Reflective Pavement Marking TY I Y SLD 4"	LF	60000	0.47	\$ 28,200.00
15	Reflective Pavement Marking TY II W BRK 4"	LF	30000	0.20	\$ 6,000.00
16	Reflective Pavement Marking TY II W BRK 6"	LF	30000	0.22	\$ 6,600.00
17	Reflective Pavement Marking TY II W BRK 8"	LF	15000	0.39	\$ 5,850.00
18	Reflective Pavement Marking TY II W SLD 4"	LF	15000	0.20	\$ 3,000.00
19	Reflective Pavement Marking TY II W SLD 6"	LF	15000	0.22	\$ 3,300.00
20	Reflective Pavement Marking TY I W SLD 8"	LF	15000	0.39	\$ 5,850.00
21	Reflective Pavement Marking TY II W SLD 12"	LF	7500	0.68	\$ 5,100.00
22	Reflective Pavement Marking TY II W SLD 24"	LF	7500	1.33	\$ 9,975.00
23	Reflective Pavement Marking TY II W SLD ARROW	EA	108	26.00	\$ 2,808.00
24	Reflective Pavement Marking TY II W SLD DBL ARROW	EA	30	31.00	\$ 930.00
25	Reflective Pavement Marking TY II W SLD WORD	EA	30	36.00	\$ 1,080.00
26	Reflective Pavement Marking TY II W SLD RR XING	EA	30	78.00	\$ 2,340.00
27	Reflective Pavement Marking TY II Y SLD 4"	LF	60000	0.20	\$ 12,000.00
28	Eliminate Existing Pavement Marking 4"	LF	30000	0.26	\$ 7,800.00
29	Eliminate Existing Pavement Marking 6"	LF	30000	0.27	\$ 8,100.00
30	Eliminate Existing Pavement Marking 8"	LF	15000	0.52	\$ 7,800.00
31	Eliminate Existing Pavement Marking 12"	LF	7500	0.83	\$ 6,225.00
32	Eliminate Existing Pavement Marking 24"	LF	7500	1.60	\$ 12,000.00
33	Eliminate Existing Pavement Marking ARROW	EA	108	21.00	\$ 2,268.00
34	Eliminate Existing Pavement Marking WORD	EA	30	25.00	\$ 750.00
35	Eliminate Existing Pavement Marking RR XING	EA	30	40.00	\$ 1,200.00
36	Pavement Marking Preparation 4"	LF	30000	0.21	\$ 6,300.00
37	Pavement Marking Preparation 6"	LF	30000	0.23	\$ 6,900.00
38	Pavement Marking Preparation 8"	LF	15000	0.42	\$ 6,300.00
39	Pavement Marking Preparation 12"	LF	15000	0.83	\$ 12,450.00
40	Pavement Marking Preparation 24"	LF	7500	1.60	\$ 12,000.00
41	Pavement Marking Preparation ARROW	EA	108	16.00	\$ 1,728.00
42	Pavement Marking Preparation DBL ARROW	EA	30	16.00	\$ 480.00
43	Pavement Marking Preparation WORD	EA	30	19.00	\$ 570.00
44	Pavement Marking Preparation RR XING	EA	30	36.00	\$ 1,080.00
45	Raised Pavement Marker CL B REFL TY I A	EA	3000	4.00	\$ 12,000.00
46	Raised Pavement Marker CL B REFL TY II A-A	EA	3000	4.00	\$ 12,000.00
47	Raised Pavement Marker CL B REFL TY I C	EA	3000	4.00	\$ 12,000.00
48	Raised Pavement Marker CL B REFL TY II C-R	EA	3000	4.00	\$ 12,000.00
49	Eliminate Existing Pavement Markers	EA	6000	1.00	\$ 6,000.00
ESTIMATED TOTAL				\$464,583.00	

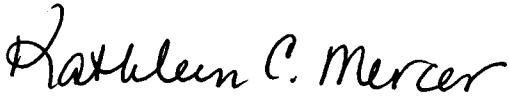
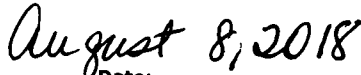
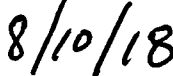
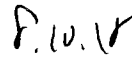
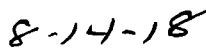
CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 232010-01610503-63115

Project Title: FY16 Street Maintenance Projects

Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Signs/Markings Maint (63115)	\$200,000	\$151,055		\$151,055	\$200,000
Eng/Geo/Con (68560)				\$0	\$0
Labor Distribution (68999)				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$200,000	\$151,055	\$0	\$151,055	\$200,000

ID**8912****Department:**
Purchasing for Streets**Vendor Name:**
Stripe-a-Zone**Project Name:**
16113 R2 Pavement Marking Service - Stripe-a-Zone - Amendment 3**Work Order Number(s):****Account Number:**
232010 - 63115**Contract Amount:**
\$473,933.00**Implementation Date:**
8/17/2018**Termination Date:**
8/16/2019**City Council Appr. Date:**
8/16/2016**Insurer A Name:**
Zurich American Insurance Company**Insurer A Expiration:**
11/1/2018**Insurer B Name:**
American Guarantee & Liability Ins Co**Insurer B Expiration:**
11/1/2018**Insurer C Name:**
Travelers Lloyds Insurance Company**Insurer C Expiration:**
11/1/2018**Insurer D Name:****Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**
Bryce Davis, Purchasing Manager**Department Manager Signature:****Date:**
City Attorney Signature:
Date:
City Manager/Deputy City Manager Signature:
Date:
City Secretary Signature:
Date:
Date:

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

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

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY", and **STRIPE-A-ZONE** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide pavement marking services per bid award resulting from vendor's response to RFB #16113, submitted by David Sargent on July 20, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$2,322,915.00 if all extensions were exercised. This Contract was effective as of August 17, 2016, and was to terminate at midnight on August 16, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, Change Order #1 was executed on September 28, 2016 increasing the contract to \$474,933.00 annually for added provisions for TYI and TYII 4" yellow BRK; and

WHEREAS, the first of four available renewal options was executed on July 13, 2016 and extended the term of the contract through August 16, 2018; and

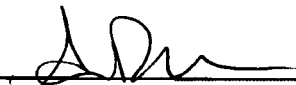
NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the second of the four available renewal options and extend the contract expiration to midnight on August 16, 2019 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$474,933.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

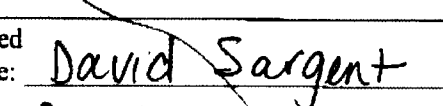
EXECUTED this the 19 day of July, 2018.

CITY OF GRAND PRAIRIE, TEXAS

STRIPE-A-ZONE, Inc.

By: 

Anna Doll, Deputy City Manager

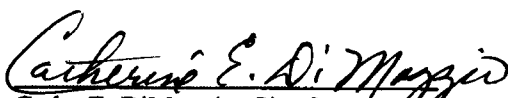
By: 

Printed

Name: David Sargent

Title: President

ATTEST:


Cathy E. DiMaggio, City Secretary
8-14-2018

APPROVED AS TO FORM:


Megan Mahan, City Attorney

Client#: 934279

STRIPINC

Attachment 4

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/01/2018

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

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

PRODUCER USI Southwest Dallas 2711 N Haskell Ave Suite 2000 Dallas, TX 75204 214 443-3100	CONTACT NAME: Pamela King	
	PHONE (A/C, No, Ext): 214-443-3251	FAX (A/C, No): 610-537-9894
INSURED Stripe-A-Zone, Inc. Diamond "S" Striping, Inc. 2714 W. Sherman Grand Prairie, TX 75051	E-MAIL ADDRESS: pamela.king@usi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : American Guarantee & Liability Ins Co	26247
	INSURER C : Travelers Lloyds Insurance Company	41262
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO106419000	11/01/2017	11/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP106419300	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10,000			AUC106434000	11/01/2017	11/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC106419200	11/01/2017	11/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Rented/Leased Eqp			6600528B319	11/01/2017	11/01/2018	\$250,000 \$2,500 Deductible

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

RE: 16113 Pavement Marking Service.

The General Liability policy contains a blanket additional insured endorsement that provides additional insured and primary and non-contributory status for ongoing and completed operations only when there is a written contract between the named insured and the certificate holder that requires such status.
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Prairie Attn: A. Bryce Davis 326 W Main St Grand Prairie, TX 75050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DESCRIPTIONS (Continued from Page 1)

The Auto policy contains a blanket additional insured endorsement that provides blanket additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a primary and non-contributory endorsement that provides primary and non-contributory status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Auto policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy contains a blanket waiver of subrogation endorsement that provides waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such status.



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: October 1, 2018

FROM: Sue Ridnour, Director of Library Services *SR*

ITEM: Consider approval of a Cultural Arts Master Plan for the Town

BACKGROUND INFORMATION: In January 2018, the Town Council, at the recommendation of the Cultural Arts Commission, approved hiring The Cultural Planning Group (CPG) to produce a Cultural Arts Master Plan for the Town. The purpose of the Plan is gauge resident interest in cultural activities, evaluate existing assets and identify gaps, and make recommendations.

In preparation for writing the Plan, CPG worked with the Cultural Arts Commission and a Steering Committee of interested residents to tour the Town, survey residents and conduct community meetings with stakeholders, review research, and analyze benchmark cities.

BOARD REVIEW/CITIZEN FEEDBACK: The Cultural Arts Commission voted 4-0 at their meeting on September 27, 2018 to forward the plan to Council for approval.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Cultural Arts Master Plan
2. Engagement Brief

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



The Town of Flower Mound

Cultural Arts Master Plan

The Cultural Planning Group

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ACKNOWLEDGEMENTS

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INTRODUCTION

WHY THIS, WHY NOW?

The development of this cultural arts master plan occurs in the midst of this significant growth and shifting priorities in Flower Mound, and through the planning process, residents expressed the desire for arts and culture to be the next priority for a better quality of life in Flower Mound, building on and embellishing the schools, parks, recreation and green space, and overall appealing experience of living in Flower Mound.

A cultural arts master plan reflecting the needs and aspirations of Flower Mound residents allows the Town to respond to the impending growth of the arts and cultural sector - preserving and celebrating its history while planning for its future.

ENVISIONING A VIBRANT CULTURAL LIFE

The Town of Flower Mound's first cultural planning process sought to understand the aspirations of the Town's residents and to articulate the role of government in the Town's arts and cultural development. The community research informed this Cultural Arts Master Plan - a platform for establishing the infrastructure for development of a vibrant arts, culture and creative life for Flower Mound. This plan shares the vision of residents and acts as a guide to ensure growth and sustainability for the cultural arts sector of Flower Mound.

The planning process was initiated and overseen by the Cultural Arts Commission and a Steering Committee of residents from the public and private sectors¹. Established in 2014, the Cultural Arts Commission has sought to understand how to best serve the residents of Flower Mound in addressing cultural policy and development of arts and culture with the mandate established in their mission:

- ◆ Promote cultural activities emphasizing music, art, literature, drama and dance by and for the citizens of Flower Mound to enhance the overall quality of life of the community.
- ◆ Promote culturally rewarding artistic experiences that members of the community find enjoyable.
- ◆ Advise the Town Council and staff regarding policies, services, and programs including: cultural arts, art in public places, library services, and recorded history of Flower Mound.
- ◆ Assist the staff and Town Council in the planning process for arts and library facilities and programs.

Reflecting Flower Mound residents' vision, this plan sets forth an ambitious, yet achievable set of goals and strategies for cultural development. Through the planning process a vision emerged for Flower Mound's arts and cultural future. The future Flower Mound...

- ◆ embraces arts, culture and creative artists as a core part of the town's identity;

¹ Steering Committee and Cultural Arts Commission members are listed in the Acknowledgement section above.

- ◆ celebrates its diversity, heritage and history through the arts;
- ◆ offers diverse arts opportunities for youth, families, seniors and all residents; and
- ◆ builds and sustains future creative opportunities for the next generations of Flower Mound.

Four overarching goals are the core of this plan, each expanded upon through a series of strategies and tactical actions for implementation. Considerations shaping the goals and strategies include research and engagement key findings; potential partnerships for strategy implementation; financial implications and resources required for success; and defined community priorities.

Intended outcomes of this plan addressing the vision articulated by the community include, although are not limited to:

- ◆ A more vibrant, arts-rich Town through support and development of arts and culture.
- ◆ A greater awareness of arts, culture and creativity as distinct characteristics of the Town.
- ◆ Greater success for individual artists, arts organizations and creative entrepreneurs.
- ◆ Improved conditions for creative entrepreneurs, artists and businesses serving residents - contributing to economic development and fiscal health of the Town.
- ◆ Activation of spaces across the Town, providing more arts-related, events, and creative opportunities for residents.

WHAT IS CULTURAL PLANNING?

Cultural planning is a place-based approach to planning and development for a community. The process encompasses identifying and leveraging a community's cultural resources (facilities, organizations, artists, residents) strengthening the management of those resources, and integrating those resources across all facets of community planning and decision making. Cultural planning considers the following areas of a community's success:

- ◆ Cultural vitality
- ◆ Economic prosperity
- ◆ Cultural equity
- ◆ Environmental responsibility

Cultural planning is based on a broad definition of arts and culture – encompassing a community's beliefs and traditions. The definition includes fine arts (performing, visual, literary) although reaches beyond to all creative expressions such as music, digital arts, craft-making, spoken word and more. Cultural planning considers the history and heritage of a community and region, and its landmarks, parks, and natural attractions, and buildings.

FLOWER MOUND CONTEXT

Named for the 50-foot-high mound, a native Tall Grass Prairie segment of the Great American Black Land Prairie² and incorporated on February 27th, 1961, the Town of Flower Mound has a rich and unique history. From the 1968 New Communities Act designating it as a recipient of funding to become “*a new planned community offering model social and environmental conditions to residents*” to Edward Marcus’ cultural influence on its growth, to the discovery of the 1860s log cabin, to today’s discussions and debates of development versus status quo, Flower Mound is a community that values open spaces, green trees, families, education, and the arts.

Today, Flower Mound is a community of 73,130 residents. As indicated in the 2013 Master Plan, the Town population was 64,669 – a growth of close to 12% in just over five years. It is anticipated growth will continue over the next several decades. Additionally, the demographic mix of residents is shifting, with particular growth in empty-nesters, single young professionals, and young married couples without children. This evolving population is impacting the mix of housing development and there is a desire for more arts, cultural, and creative activities.

The Town of Flower Mound has a history of supporting arts and culture. Through the Community Support Funding Program, five Flower Mound-based arts non-profits regularly receive core support that in total averages \$41,000 annually³. Programs are sponsored and supported through Parks and Recreation and Special Events. Public art is emerging as an important element in Town development and improvement. Currently, the Cultural Arts Commission serves as the policy advisory body for Town Council on matters ranging from art in public places to overall cultural policy, investments and programming.

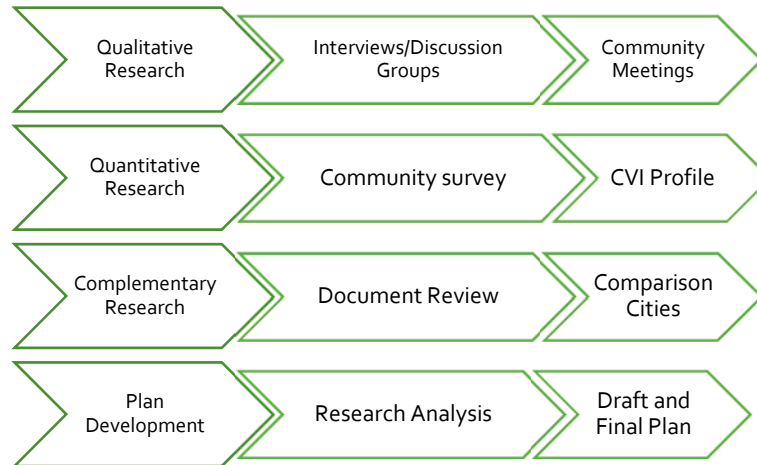
Flower Mound is proud of its school systems and their remarkable capacity for fine arts education in its District schools. Both of the high schools within the Town, Flower Mound High and Marcus High, are renowned for their high school bands, theatre, and other arts programming. The school systems provide exceptional value to the students and to the community as a whole. Other cultural gems of Flower Mound stand out, including the Cross Timbers Artist’s Guild, volunteer community music groups, the non-profit arts organizations, arts-related businesses, and Town resources such as the library and Town-sponsored events.

² <http://www.theflowermound.com/history/>

³ Please see the [Peer City Comparison](#) chart for support provided through area towns and cities.

PLANNING METHODOLOGY

Through a **triangulation research approach** (integrating multiple forms of research, data and qualitative input), a comprehensive planning process included:



The central questions that framed the planning process were:

- ***What is the current state of arts, culture and creativity in Flower Mound?***
- ***What do residents want the future to be?***
- ***How do we get there?***

The planning methodology, designed to answer these questions and many others, is based on a triangulation approach, using qualitative and quantitative methodologies, subject matter experts, and secondary data sources. This method provides a more holistic view of the issues at hand and increases the credibility of the research by drawing on multiple viewpoints. The results, as presented in this document, are an integrated summary of all research, highlighting common themes, issues, opportunities, and solutions.

The planning process launched in April 2018 with a tour of Flower Mound for the CPG team, followed by numerous community leaders and stakeholder meetings. The second visit in May 2018 was filled with community meetings – arts organizations, artists, senior residents, young residents, and more. The CPG team conducted additional meetings at the Farmers Market, a coffee shop, a Concert in the Park, and at the library. The Cultural Arts Master Plan process reached approximately 1,400 people including stakeholders, artists, residents and workers from different backgrounds, sectors, and geographic areas of the Town – and residents of surrounding communities.

The findings from the community and stakeholder engagement are described in the Flower Mound Cultural Arts Master Plan Research Brief (see [Appendix](#)).

THE PLAN

INTRODUCTION

The Cultural Arts Master Plan is a roadmap for cultural development and a broader look at the role of arts, culture and creativity in the quality of life for Flower Mound residents. Overall, the intention is to establish a platform for cultural arts development and provide a series of strategies and actions for growth over the next five years. The plan recognizes the existing cultural arts assets in Flower Mound and reflects the vision of residents expressed through community engagement.

The goals and strategies are both aspirational and practical, with a range of complexity and/or necessary commitment of resources. Some strategies may be implemented early with modest resources required, serving as a foundation. Other strategies will require significant investments and will require longer-term approaches for implementation.

This plan was commissioned by the Town of Flower Mound under the auspices of the Cultural Arts Commission. It provides a roadmap for the Town's role in cultural development and approaches to expanding the role of the Town in integrating arts, culture and creativity as a core element of the quality of life of its residents. However, many elements of this plan provide opportunities for collective and collaborative action by other Town agencies, organizations, businesses and philanthropic sources in Flower Mound. Opportunities also exist for partnerships and collaborations with adjacent communities. Success of the plan is more likely when it is not solely the responsibility of the Town.

The plan is organized into a three-tier hierarchy.

- ◆ **Four overarching goals** based on community priorities. Each goal has a series of strategies, and actions (tactical approaches) to fulfilling each strategy. Footnotes provide links to similar national program/activity examples and models where relevant, providing insight for different strategy approaches.
- ◆ **An implementation grid** with a comprehensive check-list to monitor and manage the implementation process.
- ◆ **A full appendix** is provided with research results; a peer cities comparison examining arts and cultural practices and programs in four of Flower Mound's benchmark cities along with Cedar Park, TX (benchmark municipalities were chosen based on similar size and other aspects to Flower Mound and available resources and scope of the planning process); and additional background and supporting information.

GOALS AND STRATEGIES OVERVIEW

1. AUGMENT TOWN INFRASTRUCTURE AND SUPPORT SYSTEMS FOR CULTURAL DEVELOPMENT

- ◆ Establish a dedicated staff position focused on arts and cultural policy, programming and development.
- ◆ Provide financial, organizational and programmatic resources for a newly created Town cultural affairs position.
- ◆ Review the current regulatory environment as it relates to individual artists, creative businesses and entrepreneurs.

2. BUILD A VIBRANT TOWN

- ◆ Activate cultural and creative hubs (Lakeside, Riverwalk, Parker Square) and other areas throughout the Town providing more expansive arts and cultural experiences.
- ◆ Develop a signature Arts Festival, celebrating the history and character of Flower Mound, inclusive of resident international communities.
- ◆ Build upon existing arts, culture and event promotion and communication tools serving the Town for greater reach and impact.
- ◆ Commission a public art master plan to articulate curatorial, policy and collection approaches and guide expanding investments in public art.

3. CREATE AN INCLUSIVE ARTS AND CULTURAL ENVIRONMENT

- ◆ Facilitate programming to support a broader reach and greater program diversity for residents.
- ◆ Make available appropriate, accessible gathering spaces for youth - offering a non-school-based place for arts and creative participation.

4. ENHANCE ECONOMIC DEVELOPMENT THROUGH THE CULTURAL ARTS

- ◆ Explore development of a cultural arts center or cultural venue that will serve as a central hub for arts, cultural and creative programming.
- ◆ Foster the health of arts organizations and establish investment approaches to expand the impact and reach of existing organizations, encouraging new ideas and new growth in the cultural sector.
- ◆ Develop programs and opportunities to foster stronger connections between individual artists and creatives including networking, professional development, and other resources.

GOAL 1 - AUGMENT TOWN INFRASTRUCTURE AND SUPPORT SYSTEMS

Part of the goal of this planning process is to articulate the role of the Town of Flower Mound in cultural development. There is a desire to elevate cultural policy as a tool to improve quality of life for the community. The required first step is creating and building the capacity and expertise within the municipal administration.

Additionally, representatives of creative businesses, entrepreneurs and individual artists expressed frustrations with Town policies, ordinances (the regulatory environment), and want a better relationship with the Town government. Business development tools and other Town services are difficult to navigate, resulting in significant barriers to business development.

It is recommended that *Goal 1.1 – establishing a dedicated staff position to arts and cultural development* - be the first step, as it is the catalyst for facilitating all strategies. The overarching plan imperative is to elevate arts, culture and creativity as essential elements in Flower Mound's identity. A professional staff member focused on cultural policy and programmatic development assures there is clear authority and responsibility for implementation of this plan. The key element to assuring action and progress is a clear and dedicated professional capacity for implementation. This plan is achievable with a commitment to invest in that professional capacity.

STRATEGIES AND ACTIONS

1.1 Establish a dedicated staff position focused on arts and cultural policy, programming and development.

1.1.1 Create a full-time position for a Manager of Cultural Affairs⁴ who is an experienced arts program manager and administrator, with credentials to address the issues related to a newly established position.

1.1.2 Provide professional development support for the new position including membership in Americans for the Arts⁵, which will serve to connect Flower Mound to a national network of public and private arts programs and agencies, and access to standards, benchmarks and professional resources useful in establishing an arts and culture program.

1.2 Provide financial, organizational and programmatic resources for a newly created Town cultural affairs position.

⁴ The title for this position would be determined by the personnel structure for the Town of Flower Mound and the position within the Town organizational chart. Titles for such positions range from Director of Cultural Affairs to Manager of Arts and Culture variations. Americans for the Arts publishes a [salary and background survey](#) on local arts agency (public and private, differentiated). The most recent survey available is from 2013.

⁵ [Membership](#) for a department with one position is \$75 per year.

- 1.2.1 Consolidate existing arts support, program and public art functions within the Town to establish and build the portfolio of the newly established position. This includes oversight of community support grant programs to arts organizations.
- 1.2.2 Allocate programmatic resources and/or funds facilitating implementation of the strategies and actions outlined in the Cultural Arts Master Plan.
- 1.3 Review the current regulatory environment as it relates to individual artists, creative businesses and entrepreneurs.
 - 1.3.1 Convene creative businesses, individual artists, and creative entrepreneurs to understand the barriers to a successful business and relationship with Town government.
 - 1.3.2 Examine policies, ordinances and requirements and make workable adjustments.
 - 1.3.3 Establish a Creative Economy Development Task Force to explore and implement focused initiatives intended on attracting and supporting artistic practices and creative businesses in Flower Mound.⁶
 - 1.3.4 Augment a position within Town administration to serve as an 'ombudsman' to support artists, creative entrepreneurs, and other businesses in navigating the regulatory environment. The position would serve as the central source of information to 'cut through red tape', link professionals to Town resources, and educate professionals to policies and ordinances.

⁶ There are many examples of creative economy economic initiatives and extensive literature available for reference in considering relevant approaches for Flower Mound. Program and literature examples include: [ARTS WISCONSIN](#); [NATIONAL ASSOCIATION OF STATE ARTS AGENCIES](#); ["INSPIRING THE CREATIVE ECONOMY/WESTERN CITY MAGAZINE"](#); AND THE [STANFORD SOCIAL INNOVATION REVIEW](#).

GOAL 2 - BUILD A VIBRANT TOWN

Planning participants were nearly unanimous in the desire to evolve arts and culture in Flower Mound, facilitating a better quality of life, and a more vibrant community. Flower Mound boasts great community pride in the family-centric values, the strength of arts in the schools, and the recreational amenities, yet there is a shared frustration about the lack of arts and creative offerings.

Flower Mound is adjacent to several towns and cities that have embraced cultural development – Lewisville, Grapevine, Coppell, Southlake, and more – and have invested in iconic events, facilities, infrastructure and programming. Flower Mound residents attend the majority of their arts and cultural activities in these communities, because they are not available in Flower Mound. Yet the Flower Mound residents' vision is for a variety of options for cultural participation in their own community. Strong interest lies in activating three main commercial centers– Lakeside, Riverwalk, Parker Square – as hubs for artistic and creative activation.

STRATEGIES AND ACTIONS

2.1. Activate cultural and creative hubs (Lakeside, Riverwalk, Parker Square) and other areas throughout the Town providing more expansive arts and cultural experiences.

2.1.1 Convene a joint planning charrette with the businesses and developers from each of the three commercial clusters to understand priorities, explore programming collaborations with the Town, and to envision and articulate complementary activation.

2.1.2 Seek to build a coalition for creative placemaking between those private investors in the Town working towards the ultimate goal of increasing vibrancy across the community.

2.1.3 Develop initiatives that foster opportunities for individual artists to initiate community-engagement focused projects, contributing to activation across the Town and engaging residents in creative opportunities.

2.2 Develop a signature Arts Festival, celebrating the history and character of Flower Mound, inclusive of resident international communities.

2.2.1 Explore reformatting or transforming *The Art Party* to a larger celebration of the Town's cultural assets, international communities and creative expression.

2.2.2 Research community-based arts and international festivals to develop a festival that is distinct in character and that has the potential as a signature annual event.⁷

2.2.3 Convene community arts organizations, individual artists, and other businesses to seek input on potential approaches to developing a signature festival.

2.2.4 Establish a direct link between the newly-established position in 1.1 and special events operations within the Town to collaborate on festival development.

⁷ Examples of festivals that celebrate community character include: [FAYETTEVILLE \(NC\) INTERNATIONAL FOLK FESTIVAL](#); [KANSAS CITY ETHNIC ENRICHMENT FESTIVAL](#); [CHARLESTON \(WV\) FESTIVAL – A CITY BECOMES A WORK OF ART](#).

2.3 Build upon existing arts, culture and event promotion and communication tools serving the Town for greater reach and impact.

2.3.1 Establish a calendar and promotions task force to explore overlaps in existing promotional outlets for events, arts programming and related activity both in Flower Mound and surrounding communities.⁸

2.3.2 Examine methods for creating a central arts, culture and events news and information website with search features consistent with national trends for date, type of event, and areas of special interest (e.g., film, theater, music, spoken word, family, free, discount, LGBTQ, etc.).

2.3.3 Seek to establish a single on-line portal that feeds all event calendars, eliminating inconsistencies in listings, reducing the burden on producers of entering numerous listings, and increasing access.

2.3.4 Create a mechanism for a weekly summary of programs and events subscription email delivery to residents in Flower Mound and the region. Explore weekly or monthly promotional mechanisms, such as last-minute ½ price opportunities in collaboration with surrounding communities.⁹

2.4 Commission a public art master plan to articulate curatorial, policy and collection approaches and guide expanding investments in public art.

2.4.1 Invest in a public art master plan that: inventories existing public art programs in benchmark municipalities; examines existing policies, procedures and ordinances for revision and restructuring as appropriate; identifies and recommends curatorial approaches for both temporary and permanent public art programs in both public works and private development; recommends approaches for financing mechanisms; examines existing maintenance protocols and programs and updates as appropriate for both future acquisition and the current collection; reviews and articulates updated guidelines for offers of donations from private collectors; catalogues best practices across the region and relevant national best practices; and results in a guidebook to expand public art in the region.

2.4.2 Initiate membership in the Public Art Network, a program of Americans for the Arts, to join a national network of peer programs and organizations focused on building best practices and serving as a resource for development of public art programs. (Cross-reference 1.1.2)

⁸ Existing calendars and promotional websites include the [TOWN OF FLOWER MOUND CALENDAR](#); [THE CROSS TIMBERS GAZETTE](#); [FLOWER MOUND CHAMBER OF COMMERCE COMMUNITY CALENDAR](#); [FAMILY EGUIDE](#).

⁹ Examples of event calendar platforms, search parameters, and weekly subscription promotions include: [PHILLY FUNSAVERS \(WEEKLY EMAIL SUBSCRIPTION\)](#); [ARTSOPOLIS \(SHARED CALENDAR PLATFORM\)](#); [PHILLY FUN GUIDE \(SHARED REGIONAL EVENT CALENDAR\)](#); [LA STAGETIX \(SEE ICON FOR WEEKLY DISCOUNTS\)](#).

GOAL 3 - CREATE AN INCLUSIVE ARTS AND CULTURAL ENVIRONMENT

It is necessary to consider the broad spectrum of residents, and their expressed vision of inclusiveness and opportunity. The references for inclusiveness here include: recognizing and responding to the needs of youth who are seeking relevant experiences and places for expression; understanding the desires of a senior population looking for deeper, broader, more sophisticated cultural experiences; broadening the definition of history and heritage to embrace and celebrate the growing international community.

STRATEGIES AND ACTIONS

3.1. Facilitate programming to support a broader reach and greater program diversity for residents.

3.1.1 Examine existing programming and events for opportunities across all Town departments to include culturally relevant programming for all groups and communities in Flower Mound.

3.1.2 Seek to broaden programming to be more inclusive of all communities and groups in Flower Mound. Examples include single residents of all ages, young married couples without children, seniors and others.

3.2 Make available appropriate, accessible gathering spaces for youth - offering a non-school-based place for arts and creative participation.

3.2.1 Explore designated space and/or a committed youth center that facilitates creative endeavors – environments for exhibitions, maker spaces, studios for performing and visual arts, literary activities, and other collaborative arts activities. ¹⁰ (Cross reference 4.1).

3.2.2 Convene the Youth Action Council with the area arts businesses for a charrette to develop a vision and design programming.

¹⁰ Maker spaces that include creative endeavors in addition to industrial fabrication often include facilities to support activities such as weaving, painting, etc. See [Think Box](#) as an example of a leading community maker space.

GOAL 4 - ENHANCE ECONOMIC DEVELOPMENT THROUGH THE CULTURAL ARTS

The Cultural Arts Master Plan is not just a plan for cultural development – it is more broadly looking at arts, culture and creativity as an economic driver in the community and as an essential element in the quality of life of residents. Arts and culture are widely recognized for their role in community development, the role of innovation, fostering imagination and creativity in addressing other community issues – transportation, health, housing, youth development, public safety. Creative placemaking and the creative economy have emerged across the country. In seeking a more vibrant place there are several strategies and actions throughout the plan that relate to each other and together increase vibrancy. The strategies below reflect the desire for an anchor venue for arts and creativity as well as focusing on the organizations and individuals that form the core of the creative community.

STRATEGIES AND ACTIONS

4.1. Explore development of a cultural arts center or cultural venue that will serve as a central hub for arts, cultural and creative programming.

4.1.1 Commission a multi-faceted study assessing potential usage; configuration scenarios; associated costs of developing a facility for each scenario; and inventory of existing spaces in Flower Mound and adjacent areas. The study should test scenarios inclusive of, but not limited to, a community arts center, a performing arts center, a multi-purpose facility with performing and visual arts, and others as identified.

4.1.2 Examine financing options for desired scenario(s) identified and options for development.¹¹

4.1.3 Explore possible partnerships for development, ownership, management and operation of an arts venue.

4.2 Foster the health of arts organizations and establish investment approaches to expand the impact and reach of existing organizations, encouraging new ideas and new growth in the cultural sector.

4.2.1 Continue annual support of the five core organizations to foster resiliency and sustainability of these cultural organizations and to enhance their ability to benefit the community.

¹¹ Public financing mechanisms may include use of a [TIRZ district](#), public/private partnership, philanthropic support. Financing mechanisms and options may be determined on the development, management and operational profile.

4.2.2 Allocate additional resources as a special opportunity fund to support new and emerging arts endeavors.

4.3 Develop programs and opportunities to foster stronger connections between individual artists and creatives including networking, professional development, and other resource.

4.3.1 Collaborate with local business and professional development organizations to develop a regular series of networking and professional development programs specifically for individual artists across the career spectrum from early, emerging artists and creatives to highly experienced artists and entrepreneurs.

4.3.2 Identify existing regional and national programs that support the work of individual artists and provide professional development to serve as a resource and collaborator on programs specifically for artists and creative entrepreneurs in Flower Mound.¹²

¹² Mid-America Arts Alliance serves a broad region including Texas and delivers [artist professional development programs](#) across the state. Other examples and resources include the [Business Council for the Arts 'Business of Art'](#), and [Creative Capital](#).

IMPLEMENTATION

KEY TO PRIORITIES, BELOW:

- I – Immediate. Can be done with existing resources.
- ST – Short term. Requires a decision package in the 2019-20 budget cycle.
- LT – Long term. Requires a decision package in budget cycle in the next 2 to 3 years.
- V – Visionary. Requires further consideration and additional resources.

Timing Priority	#	Strategies and Tactics	Lead/Co-Leads	Potential Collaborators	Resources
Goal 1 Augment Town Infrastructure and Support Systems					
	1.1	Establish a dedicated staff position focused on arts and cultural policy, programming and development.			Establishing where position will reside in the Town organizational chart is the first step.
ST	1.1.1	Create a full-time position for a Manager of Cultural Affairs who is an experienced arts program manager and administrator, with credentials to address the issues related to a newly established position.	Parks and Rec; Economic Dev		A coordinator position is included in the budget for 2018-19 under Parks and Recreation. The aspiration of this plan is for the upgrading of this position to a Manager's level when appropriate.
ST	1.1.2	Provide professional development support for the new position including membership in Americans for the Arts, which will serve to connect Flower Mound to a national network of public and private arts programs and agencies, and access to standards, benchmarks and professional resources useful in establishing an arts and culture program.	Parks and Rec; Economic Dev		Annual membership fee of \$75. Estimated \$1,500 expense to participate in national conference including registration, travel, lodging and per diem.
	1.2	Provide financial, organizational and programmatic resources for a newly created Town cultural affairs position.			
ST	1.2.1	Consolidate existing arts support, program and public art functions within the Town to establish and build the portfolio of the newly established position. This includes oversight of community support grant programs to arts organizations.	Dep. Town Mngr., Town Mngr. and staff		Include current funding level of \$41,000 through community support program as a baseline grants budget for the office of arts and culture.
ST	1.2.2	Allocate programmatic resources and/or funds facilitating implementation of the strategies and actions outlined in the Cultural Arts Master Plan.	Dep. Town Mngr., and staff		
	1.3	Review the current regulatory environment as it relates to individual artists, creative businesses and entrepreneurs.			

Timing Priority	#	Strategies and Tactics	Lead/Co-Leads	Potential Collaborators	Resources
I	1.3.1	Convene creative businesses, individual artists, and creative entrepreneurs to understand the barriers to a successful business and relationship with Town government.	Economic Dev	FM Chamber of Commerce	
I	1.3.2	Examine policies, ordinances and requirements and make workable adjustments.	To be determined		Benchmark cities
I	1.3.3	Establish a Creative Economy Development Task Force to explore and implement focused initiatives intended on attracting and supporting artistic practices and creative businesses in Flower Mound.	Economic Dev		Cultural Arts Commission
I	1.3.4	Augment a position within Town administration to serve as an 'ombudsman' to support artists, creative entrepreneurs, and other businesses in navigating the regulatory environment. The position would serve as the central source of information to 'cut through red tape', link professionals to Town resources, and educate professionals to policies and ordinances.	Parks and Rec		Benchmark cities
Goal 2 Build A Vibrant Town					
	2.1	Activate cultural and creative hubs (Lakeside, Riverwalk, Parker Square) and other areas throughout the Town providing more expansive arts and cultural experiences.			
I	2.1.1	Convene a joint planning charrette with the businesses and developers from each of the three commercial clusters to understand priorities, explore programming collaborations with the Town, and to envision and articulate complementary activation.	Economic Dev	Lakeside, Riverwalk and Parker Square owners	
I	2.1.2	Seek to build a coalition for creative placemaking between those private investors in the Town working towards the ultimate goal of increasing vibrancy across the community.	Economic Dev	Business and property owners	
I	2.1.3	Develop initiatives that foster opportunities for individual artists to initiate community-engagement focused projects, contributing to activation across the Town and engaging residents in creative opportunities.	Economic Dev		Grant funding
	2.2	Develop a signature Arts Festival, celebrating the history and character of Flower Mound, inclusive of resident international communities.			
I	2.2.1	Explore reformatting or transforming The Art Party to a larger celebration of the Town's cultural assets, international communities and creative expression.	Library	LISD, artists, art businesses	
I	2.2.2	Research community-based arts, literary and international festivals to develop a festival that is distinct in character and that has the potential as a signature annual event.	Parks and Rec; Library	Area cultural organizations	
I	2.2.3	Convene community arts organizations, individual artists, and other businesses to seek input on potential approaches to developing a signature festival.	Parks and Rec; Library		

Timing Priority	#	Strategies and Tactics	Lead/Co-Leads	Potential Collaborators	Resources
ST	2.2.4	Establish a direct link between the newly-established position in 1.1 and special events operations within the Town to collaborate on festival development.	Parks and Rec		
	2.3	Build upon existing arts, culture and event promotion and communication tools serving the Town for greater reach and impact.			
I	2.3.1	Establish a calendar and promotions task force to explore overlaps in existing promotional outlets for events, arts programming and related activity both in Flower Mound and surrounding communities.	Communications		
V	2.3.2	Examine methods for creating a central arts, culture and events news and information website with search features consistent with national trends for date, type of event, and areas of special interest (e.g., film, theater, music, spoken word, family, free, discount, etc.).	To be determined	Family eGuide	Local news sources, arts organizations, LISD, private schools and other educational groups
V	2.3.3	Seek to establish a single on-line portal that feeds all event calendars, eliminating inconsistencies in listings, reducing the burden on producers of entering numerous listings, and increasing access.	To be determined		
V	2.3.4	Create a mechanism for a weekly summary of programs and events subscription email delivery to residents in Flower Mound and the region. Explore weekly or monthly promotional mechanisms, such as last-minute ½ price opportunities in collaboration with surrounding communities.	To be determined		
	2.4	Commission a public art master plan to articulate curatorial, policy and collection approaches and guide expanding investments in public art.			
L	2.4.1	Invest in a public art master plan that: inventories existing public art programs in benchmark municipalities; examines existing policies, procedures and ordinances for revision and restructuring as appropriate; identifies and recommends curatorial approaches for both temporary and permanent public art programs in both public works and private development; recommends approaches for financing mechanisms; examines existing maintenance protocols and programs and updates as appropriate for both future acquisition and the current collection; reviews and articulates updated guidelines for offers of donations from private collectors; catalogues best practices across the region and relevant national best practices; and results in a guidebook to expand public art in the region.	Library; Parks and Rec.		Cultural Arts Commission
L	2.4.2	Initiate membership in the Public Art Network, a program of Americans for the Arts, to join a national network of peer programs and organizations focused on building best practices and serving as a resource for development of public art programs. (Cross-reference 1.1.2).	Library; Parks and Rec.		
Goal 3 Create an Inclusive Arts and Cultural Environment					
	3.1	Facilitate programming to support a broader reach and greater program diversity for residents.			

Timing Priority	#	Strategies and Tactics	Lead/Co-Leads	Potential Collaborators	Resources
I	3.1.1	Examine existing programming and events for opportunities across all Town departments to include culturally relevant programming for all groups and communities in Flower Mound.	Parks and Rec; Library	Area cultural organizations	Cultural Arts Commission
ST	3.1.2	Seek to broaden programming to be more inclusive of all communities and groups in Flower Mound. Examples include single residents of all ages, young married couples without children, seniors and others.	Parks and Rec; Library		Cultural Arts Commission
	3.2	Make available appropriate, accessible gathering spaces for youth - offering a non-school-based place for arts and creative participation.			
V	3.2.1	Explore designated space and/or a committed youth center that facilitates creative endeavors – environments for exhibitions, maker spaces, studios for performing and visual arts, literary activities, and other collaborative arts activities.	To be determined		
L	3.2.2	Convene the Youth Action Council with the area arts businesses for a charrette to develop a vision and design programming.	To be determined		
Goal 4, Enhance Economic Development through the Cultural Arts					
	4.1	Explore development of a cultural arts center or cultural venue that will serve as a central hub for arts, cultural and creative programming.			
ST	4.1.1	Commission a multi-faceted study assessing potential usage; configuration scenarios; associated costs of developing a facility for each scenario; and inventory of existing spaces in Flower Mound and adjacent areas. The study should test scenarios inclusive of, but not limited to a community arts center, a performing arts center, a multi-purpose facility with performing and visual arts, and others as identified.	Economic Dev.		
ST	4.1.2	Examine financing options for desired scenario(s) identified and options for development.	Economic Dev.		
ST	4.1.3	Explore possible partnerships for development, ownership, management and operation of an arts venue.	Economic Dev.		
	4.2	Foster the health of arts organizations and establish investment approaches to expand the impact and reach of existing organizations, encouraging new ideas and new growth in the cultural sector.			
I	4.2.1	Continue annual support of the five core organizations to foster resiliency and sustainability of these cultural organizations and to enhance their ability to benefit the community.	Library; Finance		Cultural Arts Commission
L	4.2.2	Allocate additional resources as a special opportunity fund to support new and emerging arts endeavors.	Economic Dev		Cultural Arts Commission

Timing Priority	#	Strategies and Tactics	Lead/Co-Leads	Potential Collaborators	Resources
	4.3	Develop programs and opportunities to foster stronger connections between individual artists and creatives including networking, professional development, and other resource.			
L	4.3.1	Collaborate with local business and professional development organizations to develop a regular series of networking and professional development programs specifically for individual artists across the career spectrum from early, emerging artists and creatives to highly experienced artists and entrepreneurs.	Economic Dev	National and area Arts and business organizations	Grant funding
I	4.3.2	Identify existing regional and national programs that support the work of individual artists and provide professional development to serve as a resource and collaborator on programs specifically for artists and creative entrepreneurs in Flower Mound	Economic Dev	National and area Arts organizations	Grant funding

APPENDIX

- Peer Communities Comparison
- Individual Interviewees
- Research and Engagement Brief (attached as a separate document)

PEER COMMUNITIES COMPARISON

	Flower Mound	Coppell, TX	Lewisville, TX	McKinney, TX	Grapevine, TX
Population¹³	73,130	41,100	104,780	179,790	49,240
GENERAL BACKGROUND					
<i>Is there an Arts Commission or Advisory Board</i>	Yes, the Cultural Arts Commission - 6 members appointed by Town Council serving 2-year terms.	There is no standing commission or advisory board.	Yes, the Arts Advisory Board - 9 members appointed by City Council serving 2-year terms.	Yes, McKinney Arts Commission – 7 members appointed for staggering 2-year terms.	There is no standing commission or advisory board.
<i>Is there a separate non-profit arts council?</i>	None	The Coppell Arts Council	Greater Lewisville Arts Alliance (managed by the Lewisville Chamber of Commerce).	None	Grapevine is within the territory of the Arts Council Northeast , serving southern Denton County and northern Tarrant County.
<i>If so, what is their budget?</i>	N/A	Unavailable	\$116,000	N/A	\$450,000
<i>Is there an independent tourism bureau?</i>	None	None	Department of Community Relations & Tourism	Visit McKinney	Grapevine Convention & Visitors Bureau
<i>Does the municipality provide grants for arts organizations and programs?</i>	Yes, approximately \$41,000 annually supporting five local organizations.	None identified. Current funding is focused on development of a new arts center.	15% of HOT funds. Currently \$173,000 with the intent to increase by \$15,000 in next fiscal year.	Currently approximately \$200,000 annually. Approximately \$160,000 are for organizational grants.	None identified.
<i>Per capita spending on direct support (does not include facilities)</i>	\$.56	Unavailable	\$1.66	\$1.10	N/A
PUBLIC ART					
<i>Is there a public art ordinance or policy?</i>		None that could be identified.	There is a public art policy that was effective in March 2016. It is informed by administrative directives. Up to 2% of capital projects can, but not required, for public art.	Not currently though they are in the process of considering a 1.5% public art ordinance on CIP.	None that could be identified.
<i>Does the town/city have a public art master plan?</i>	None	None	Yes, it was adopted in January 2018 .	Yes, adopted in March 2013	None.
CITY/TOWN STAFFING OF THE ARTS					
<i>Are there town/city staff positions dedicated to arts and culture?</i>	None – The Director of the Library serves as the staff liaison to the Cultural Arts Commission	None identified	There is and Arts Center Manager with 5 staff managing the MCL Grand as well as all arts programs in the city. There is	There are no full-time positions currently. Duties are spread across departments. They are	None identified

¹³ Population estimates from [North Central Texas Council of Governments](#). Cedar Park estimate based on census data.

	Flower Mound	Coppell, TX	Lewisville, TX	McKinney, TX	Grapevine, TX
			currently consideration for a new Performing Arts Manager position as well.	considering a full-time arts manager in conjunction with adopting a public art ordinance.	
ARTS CENTER					
<i>Is there an arts center in the town/city?</i>	None	The Coppell Arts Center is being developed by the City of Coppell. It is estimated that construction will be completed by November 2019.	The MCL Grand Theatre.	The Impact Center/McKinney Performing Arts Center and Visual Arts (gallery.)	The Palace Arts Center
<i>Is it owned by the municipality?</i>	None	Yes. It is being developed through the Coppell Recreation Development Corporation (CRDC). Anticipated construction budget is \$17M.	Yes, it is owned and operated by the City of Lewisville.	Yes. It is owned and operated by the City under the Main Street Association.	Yes. It is operated by the Grapevine Heritage Foundation and supported through the Convention and Visitors Bureau
<i>How was the construction funded if owned by the municipality?</i>	N/A	Construction funding through the CRDC comes from a 1/2 cent sales tax for capital projects.	Primarily funded through a TIRZ district. Ongoing operations are supported by operations and a supplement from the city.	It is supported through a self-funded enterprise fund within the city. It was built in an existing facility.	It is a historic facility that was renovated by the city.

INTERVIEWEES

Jimmy Archie, Partner and Managing Director
Realty Capital

Randy Canivel, Director
Flower Mound Campus
Midwestern University

Jamie Jaco Cooper, Senior Center Manager
Flower Mound Senior Center

Amanda Drinkwater, Fine Arts Director
Lewisville Independent School District

Andy Eads, Denton County Commissioner
Precinct 4

Daryn Eudaly, CEO & Co-Founder
New Era Partners

Mark Glover, Principal
iMark Realty

Cindy Howard, VP Operations
Flower Mound Chamber of Commerce

Justin Lobello, School Resource Officer
Town of Flower Mound Police Department

Max Miller, Publisher
Cross Timbers Gazette

Sandeep Sharma, Councilman
Town of Flower Mound

Curtis Shore, Manager
Parker Assets, LLC

Jenna Taylor, School Resource Officer
Town of Flower Mound Police Department

Lori Walker, President
Flower Mound Chamber of Commerce

Debra Wallace, Deputy Town Manager/CFO
Town of Flower Mound

July 27, 2018

Dear Steering Committee Members,

We are pleased to share with you the Flower Mound Cultural Arts Plan Engagement Brief, providing a summary of the community and stakeholder engagement activity during the planning process. This document includes:

- A planning methodology overview
- A key findings summary
- An online survey summary

Please keep in mind this is a research summary document, not a draft of the plan strategies. From this research, the consulting team is developing preliminary strategies for the draft plan, to be presented in August.

In your review of this document, please consider the following questions:

- *What are your overall thoughts about the engagement findings?*
- *What do you find unexpected or surprising?*
- *What do you find compelling/exciting?*
- *Do you find anything concerning?*
- *What ideas or solutions may you suggest for the strategic direction of the plan?*

We look forward to a discussion in August based on the above questions and discussion on preliminary strategies!

Best Regards -

Martin Cohen and Linda Flynn
The Cultural Planning Group



Flower Mound: Cultural Arts Master Plan

Engagement Brief

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Planning Methodology

To fully understand the context for planning and the place of Flower Mound, the planning process launched in April 2018 with a tour of Flower Mound for the CPG team and numerous community leader and stakeholder meetings. The second visit in May 2018 was filled with community meetings – arts organizations, artists, senior residents, young residents, and more. The CPG team conducted additional meetings at the Farmer’s Market, a coffee shop, a live music event and at the library.

The planning process is being guided by the Cultural Arts Master Plan Steering Committee and the Cultural Arts Commission. Meetings with both of these groups were scheduled for each site visit.

The central questions that framed the planning process were: *What is the current state of arts, culture and creativity in Flower Mound? What do residents want the future to be? How do we get there?*

The planning methodology, designed to answer these questions and many others, is based on a triangulation approach, using qualitative and quantitative methodologies, subject matter experts, and secondary data sources. This method provides a more holistic view of the issues at hand and increases the credibility of the research by drawing on multiple viewpoints. The results, as presented in this document, are an integrated summary of all research, highlighting common themes, issues, opportunities, and solutions.

Methodology Overview

Community and Stakeholder Engagement Process

The community engagement process sought to ensure broad-based input from a cross section of community members and stakeholders in Flower Mound to....

- bring together multiple points of view to inform the planning process;
- create legitimacy and a sense of shared responsibility for the cultural arts master plan;
- identify the priorities of Flower Mound residents;
- cultivate new partners/allies and collaborations; and
- stimulate broad awareness and momentum for the planning process and cultural plan.

Engagement Activities

Below is a summary of the engagement activities. For the purposes of this planning process, *stakeholders* are defined as those individuals, organizations, and businesses that have an interest in plan outcomes. *Community* is defined as all residents of Flower Mound, TX.

<i>Description</i>	<i>Timeframe</i>	<i>Overview/Notes</i>
<i>Planning Team Meetings</i>	Meetings held throughout process	Check-in meetings with Town employee client group and Arts Commission members.
<i>Steering Committee Meetings</i>	Two (2) Steering Committee meetings held during site visits.	Steering Committee members attended and participated in many of the community meetings and discussion groups.
<i>Stakeholder Interviews</i>	Nine (9) stakeholder interviews conducted during April site visit Five (5) stakeholder interviews conducted during May site visit	Stakeholders included business and community leaders, Town staff, real estate professionals, developers, law enforcement, educational leaders and artists.
<i>Community and Organizational Discussion Groups</i>	Eight (8) group meetings conducted during May site visit	Discussion groups included individual artists, arts organizations, arts businesses, teens and young adults, and others.
<i>Community Event Participation</i>	Participation in Concert in the Park Series Participation in Farmers Market	Teams were present at events to hand out information on process and survey and answer any public questions.

Communications

Community meetings and the survey were promoted on social media, as well as the Town website, news flash, and other official communication channels. In addition, the story was run by the local newspapers, The Cross Timbers Gazette and The Flower Mound Leader, in print and on their websites. The school district sent a communication to LISD parents. Members of the Steering Committee promoted them through their personal networks. The survey was also publicized using postcards with the survey link, which were distributed at community events, in Town buildings including the Library and CAC, and at local organizations such as Rotary.

Additional Research

Online Survey

Between the dates of May 10, 2018 and June 8, 2018 the Arts Master Plan online survey was open to all Flower Mound residents and residents of surrounding communities. The purpose of the survey is to understand Flower Mound's vision for arts, culture, and creativity; how residents participate in and connect with arts, culture, and creative activities; learn what is important to residents and what their priorities are for arts and culture; and identify barriers that residents experience to participation. A total of 1,011 people participated in the survey. Of those, 911 surveys were deemed complete and included the analysis and reporting. The full survey report is provided in the appendix.

WESTAF Creative Vitality Index

The Creative Vitality™ Index (CVI™) measures changes annually in the creative economic health of an area by integrating economic data streams from both the for-profit and non-profit sectors. The CVI uses per capita measurements of revenue data from for-profit and non-profit entities, and job data from a selection of highly creative occupations. This data is aggregated into a single index value reflecting the relative economic health of a geography's creative economy. The data provides a profile of the creative occupations and industries in Flower Mound, and occupational demographic information.

Comparable City Benchmarking

The Planning Team identified five communities in Texas with similar characteristics to Flower Mound for benchmarking – Coppell, Lewisville, McKinney, Grapevine and Cedar Park. Benchmarking examined the role of each municipality in supporting arts and culture, including seeking information on direct financial support; a municipal arts commission or equivalent; existence of a public art policy and/or master plan; and city or town staff dedicated to arts and culture development. Additional information was sought on municipal ownership of any arts facilities.

Data Analysis

The qualitative data from listening sessions, discussion groups, and interviews was compiled by the CPG Team. The data includes the lists and notes from all meetings conducted in the community. The consultant team identified the main themes across all data sets. For the online survey, the results were analyzed with Statistical Package for Social Sciences (SPSS 25.0).

Summary of Findings

Flower Mound's Cultural Life: Current and Future

*"Let's create
the culture of
Flower Mound
– A culture of
art and history"*

*~ Survey
respondent*

Named for the 50-foot-high mound, a native Tall Grass Prairie segment of the Great American Black Land Prairie¹ and incorporated on February 27th, 1961, the Town of Flower Mound has a rich and unique history. From the 1968 New Communities Act designating it as a recipient of funding to become "*a new planned community offering model social and environmental conditions to residents*" to Edward Marcus' cultural influence on its growth, to the discovery of the 1860s log cabin, to today's discussions and debates of development versus status quo, Flower Mound remains a community that values open spaces, green trees, families, education, and the arts.

Today, Flower Mound is a community of 73,130 residents. The Cultural Arts Master Plan process reached a subset of this population – approximately 1,200 residents and workers from different backgrounds, sectors, and geographic areas of the Town – and residents of surrounding communities. While the research conducted demonstrates a pride of place, it also speaks to the desire of many to move the needle on the arts and cultural development of the Town.

Flower Mound boasts a remarkable capacity and significant programming for fine arts education in its District schools. Both of the high schools (Flower Mound High and Marcus High) within the Town are renowned for their high school bands, theatre, and other arts programming. Residents' attendance to high school performing arts and music events is high with 44% of survey respondents attending these events on a regular basis. Clearly, the school systems provide exceptional value to the students and to the community as a whole. During the planning engagement, additional cultural gems of Flower Mound stood out, including the artist's guilds, volunteer community music groups, the nonprofit arts organizations, arts-related businesses, and Town resources such as the library and Town-sponsored events.

The vision of planning participants is a vibrant, inclusive Flower Mound. The Cultural Arts Master Plan Steering Committee expressed their vision through a "*What's the headline in 5 years?*" activity. The headlines – "***The arts are in bloom in Flower Mound***"; "***The arts know no bounds in Flower Mound***"; and "***Cultural arts lead the way to economic development in Flower Mound***" clearly illustrate the vision of the committee.

As demonstrated in the survey results, the priorities for the future include more festivals and events throughout the Town (70%); a cultural arts venue (54%); youth and family activities (49%); support for arts organizations (36%); and public art programming (33%). Residents also want to see better communications on happenings and a way to identify and find artists through a directory.

¹ <http://www.theflowermound.com/history/>

Key Themes

Four major themes emerged from the engagement process, as described below. These themes emerged from an integrated analysis of interviews, discussion groups, community meetings, surveys, and other data.

"I want more spontaneous events and activities – surprise and delight me! – like the Piano Project."

~Discussion group participant

Residents want to see arts and culture advanced in Flower Mound. This appeal pertains to various areas. Firstly, most residents are leaving Flower Mound to attend and experience arts and cultural activities. According to the survey, over 85% attend music, theater, festivals, and family centered activities outside of the Town. Survey participants are leaving the town because their favorite events are not offered in the Town (55%), they cannot find information on opportunities (60%), or they are just not interested in events happening in the Town (17%).

Residents want the opportunity to experience the arts in their hometown.

Sixty percent want a cultural arts center (performing, visual arts, artist spaces, and more) and 53% want more arts and cultural activities throughout the Town. Festivals (multi-cultural, arts, food, outdoor), activities for single and young residents, activities for youth, activation of spaces and parks, more visible art in the Town, and events celebrating the history of place are examples given through the survey.

When asked what the priority of investment for the Town should be, 70% of residents cited festivals and community events, 53% cited a cultural arts venue, and 49% cited family-oriented activities and events – demonstrating the desire for more.

There is a subset of residents who do not want additional activities in the Town nor do they want the Town to spend money on the "arts" – 13% believe it is not important for the Town to support arts and cultural activities, and 12% do not think a cultural arts center is important for Flower Mound.

Create more opportunities for community members to get to know each other and local artists at existing events and new events.

~Survey respondent participant

Diversify the Town's arts and cultural development to create opportunities for residents of all generations and background, and as an opportunity to develop gathering places. Residents see the physical spaces currently being developed in the Town (Riverwalk, Lakeside) and also recognize the potential of older spaces such as Parker Square and want to see these spaces activated with community events appealing to all residents. Family, youth, single and childless families, seniors are all important in the planning of spaces and activities.

While the school systems excel in arts exposure and programming, the external environment of Flower Mound does not reflect this priority for youth.

Survey results show 49% believe the Town should financially support activities for youth. As discussed above, the Town's youth are craving spaces to express their creativity and to meet

and create with their peers. This was heard through youth voices, law enforcement, and nonprofits and businesses that work with youth. Creating (and using existing places) as gathering places for arts and events and community. Examples mentioned by youth include maker and artmaking spaces, mural parks, and skate parks.

Older residents expressed the desire to see more sophisticated cultural programming. In discussion with singles or young couples, current Town activities do not appeal to them and they want to see more

Another important area of consideration is culturally relevant programming – the Town enjoys a wonderfully diverse population and residents and survey participants from all generations cite it is important to develop activities and events in Flower Mound promoting cross-cultural understanding and celebrating the history of Flower Mound.

“A Performing Arts Center will be a game-changer. The arts create a sense of place and helps to knit the fabric of a community.”

~Survey respondent

The majority of participants prioritize a cultural arts center/venue for Flower Mound. Although, they want the plan to consider the existing arts and cultural assets of surrounding communities, and the existing spaces in Flower Mound. The majority of survey respondents (70%) and residents who participated in discussion groups want to see a cultural arts center/venue. The vision of this space differs among groups - a traditional performing arts space; a flexible, multi-use space; a place for local artists; or a combination of all these components – but most all agree it a place accessible to all. Residents are leaving Flower Mound (86%) for most of their arts and cultural activities and want to see opportunities and places closer to

home. Many cite a need to be unique and avoid duplication of what other communities offer. Again, there is a group of the residents and survey respondents (12%) who do not think a cultural arts venue is important since they can attend performances and places in surrounding communities.

We have a ton of artistic talent here and they have to go outside of Flower Mound to find opportunities.

~Survey respondent

A community of local professional, aspiring, and avocational artists thrives in the Town. They seek recognition as contributing artists and more approachable relations with the Town government. Many residents (including artists) understand the importance of a vibrant arts and culture environment for a community and envision this future for Flower Mound. Forty-four percent (44%) of survey respondents identify as avocational artists – doing arts as a leisure activity or as a hobby; 13% identify as professional or aspiring artists; and almost 20% work in an arts-related industry or position.

There is a belief, especially among artists that Flower Mound Town government and residents do not appreciate the contributions the arts bring – and could bring – to the Town. Showcasing local artists in a variety of different ways is seen as a way to elevate the value of the arts, broaden the definition of the arts, and bring community together – including showcase events, galleries, community

collaborative arts projects, and more. Artists and arts-related businesses (dance, theatre, visual arts) state that space rentals are expensive and not inclusive of all services and tech needed. Even the high schools go outside of Flower Mound at times since the availability of space does not meet the demand.

The same groups experience difficulty working with the Town when attempting to obtain permits or deal with codes for their art-related businesses. Sixty-three percent (63%) of survey respondents who identified as professional or aspiring artists are dissatisfied with the environment for artists in Flower Mound. Artists and businesses perceive the Town as being uncooperative and not business-friendly to small businesses. Artists are seeking for the town to support the arts and artists through cultural development, and the arts-related businesses are seeking better relations and finding middle ground for select business needs.

Flower Mound's Youth: Their Vision

"What we don't want is for all of our youth to leave. My vision is in 10 years the Town will be investing in arts and culture as part of the identity of Flower Mound".

~Planning participant

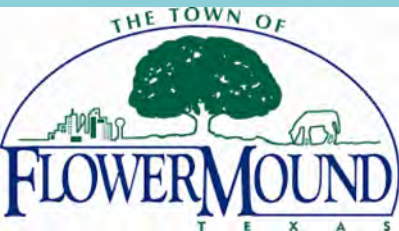
Listening to the youth and young adults of Flower Mound provided valuable insight for the plan. Although Flower Mound's youth enjoy many arts opportunities and experiences through the school systems, they do not see enough creative experiences offered within the community. Many of youth and young adults in the community are creatives, avocational artists, writers, and performers. In fact, there seems to be a distinct interest in literary events and activities. One of the main issues they voiced was a lack of spaces where youth can gather (that are not parking lots), and transportation options to get around town. Through the survey and discussion groups, young residents shared a list of desires including the following (alpha order):

- Communications on what is happening
- Free or affordable access to cultural tickets
- Fun and engaging festivals and events (indie craft, literary/poetry)
- Gathering spaces
- Maker spaces (Centralized locations for youth collaborations)
- Opportunities to publish their writings
- Park activation with public art (inclusive of performing arts and interactive arts)
- Park exploration tours (scavenger hunts, etc.)
- Parker Square improvements
- Performing arts center
- Places to exhibit their art (outside of schools, offices, and libraries)
- To learn about Flower Mound history through interactive activities (audio art tours, collaborative visual timelines)
- Transportation (specific suggestions included a circular free town trolley)
- Visiting literary authors

Survey Summary

Summary of Findings

Online Community Survey



Introduction

Between the dates of May 10, 2018 and June 8, 2018 the Arts Master Plan online survey was open to all of Flower Mound residents and residents of surrounding communities

The purpose of the survey is to understand:

- residents vision for arts, culture, and creativity;
- residents participation in arts, culture, and creative activities;
- what resident's priorities are for arts and culture; and
- barriers residents experience to participation in arts and cultural activities.

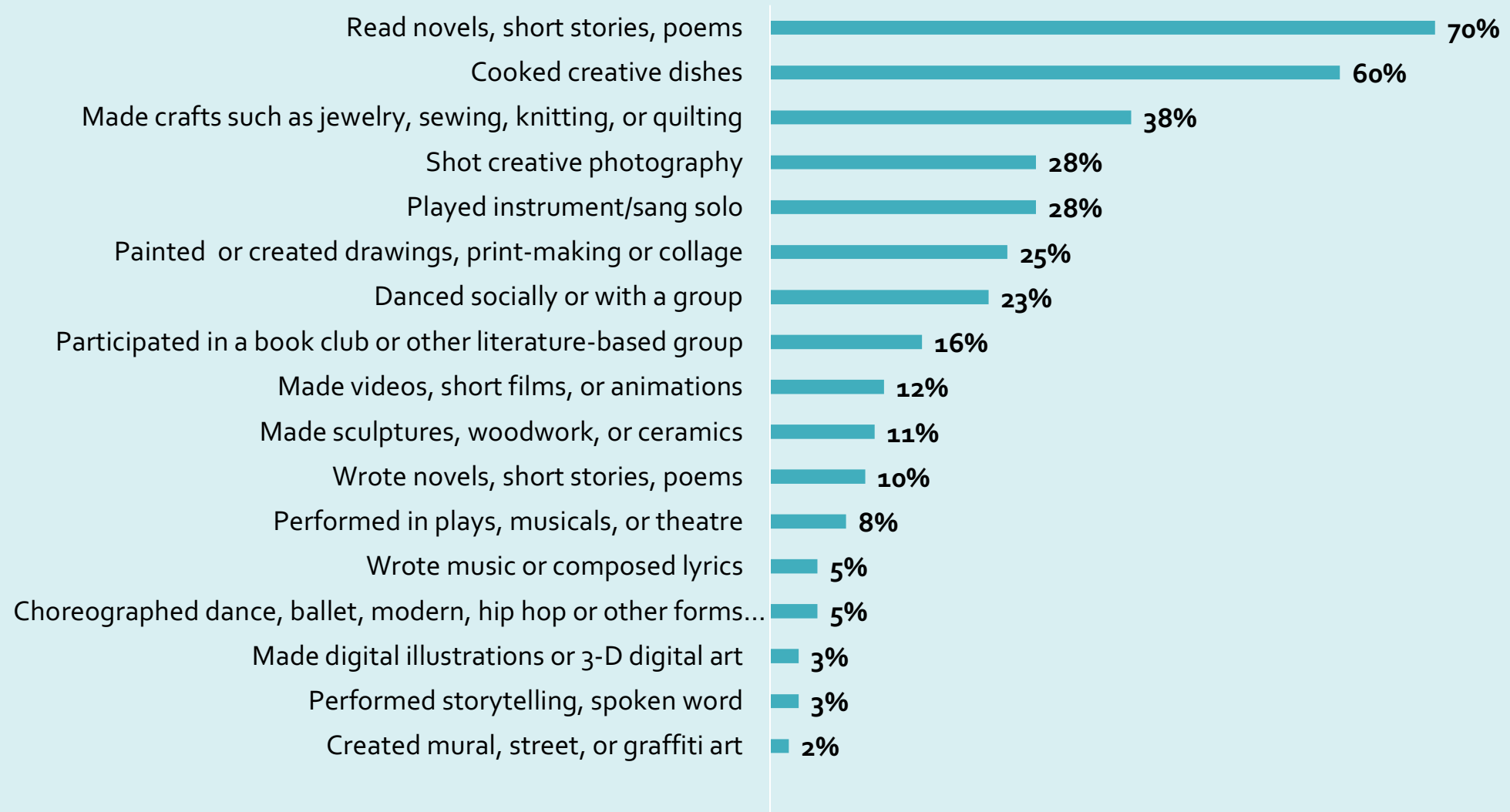
A total of 1,011 people participated in the survey. Of those, 911 surveys were deemed complete and included in this analysis and report.

Results Detail

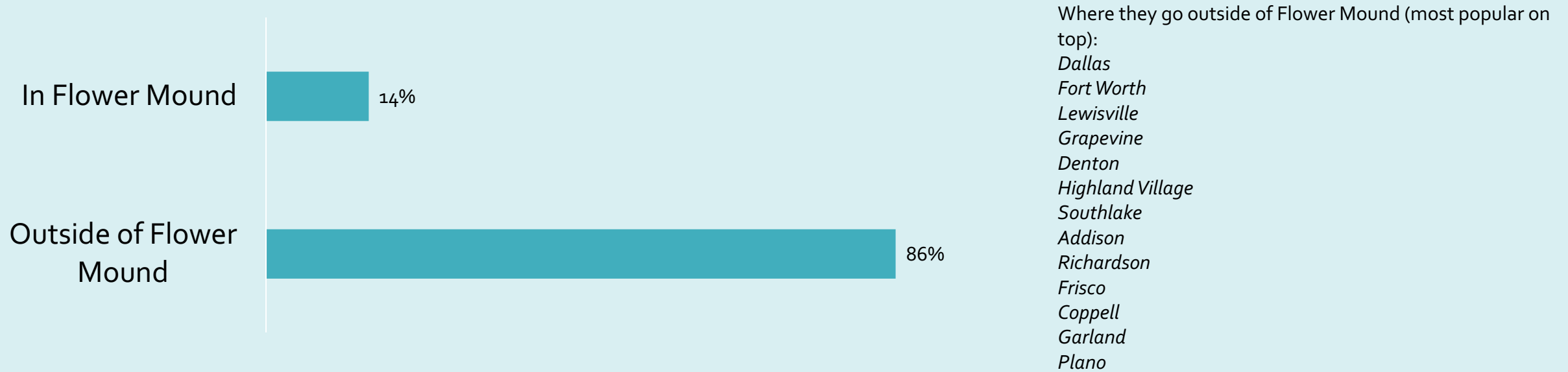
Respondent Arts Involvement



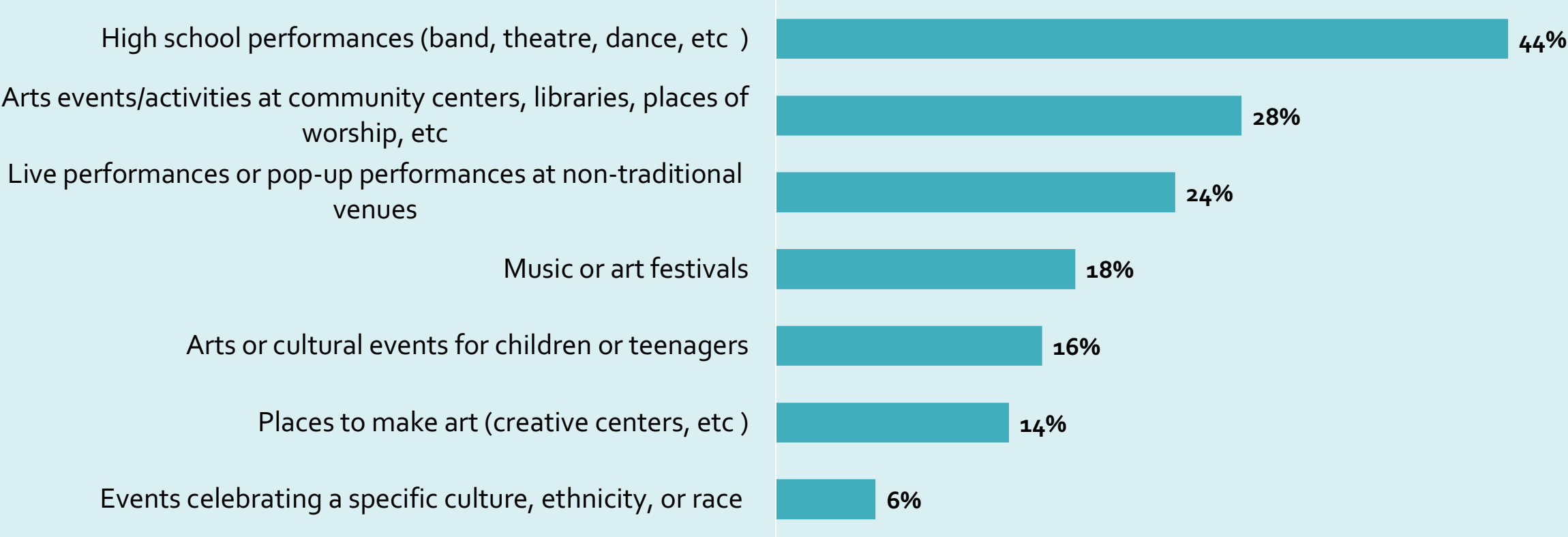
What creative activities respondents do...



Where respondents go for arts and cultural activities...



What/where respondents attend in Flower Mound



Favorite Places/Activities in Flower Mound

Annual Food Truck Fest in Parker Square
 Art at the River Walk
 Art exhibition in FM Library
 Art House
 Art installation at the Riverwalk
 Art openings at Swirl Bakery
 Art Party at FMPL
 Art Party at the Library
 Artist Studio Tours (Open Studios)*
 Ballet Conservatory of Lewisville
 Bluebonnet Cultural Awareness
 Bottle and Bodega
 CAC art/creative classes
 Christian Youth Theater (CYT)
 Coffee Houses
 Colla Voce Texas (ladies a cappella group)
 Color Me Mine
 Community Activity Center
 Cross Timbers Art Guild Studio Tour*
 Farmers Market*
 Flower Mound Art & Crafts

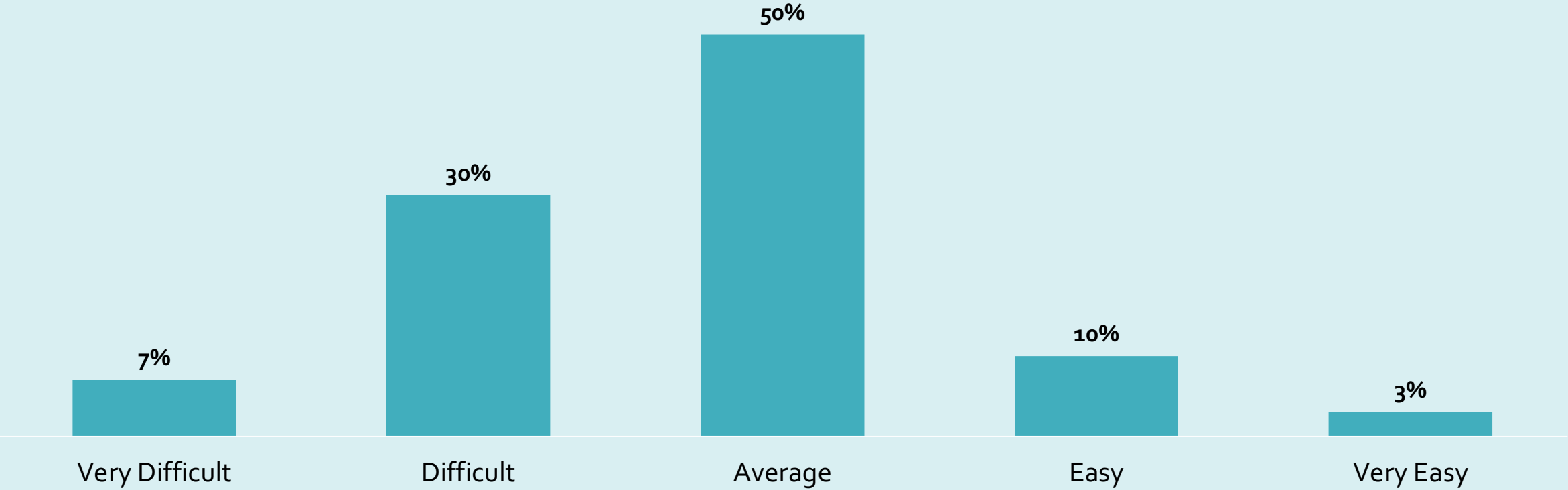
** Cited by 20 or more respondents in the commentary data, based solely on the opinions of the respondents.*

Flower Mound Community Orchestra*
 Flower Mound Public Library*
 Flower Mound Symphony*
 Flower Mound UMC
 Friday Concert Series (Heritage Park)*
 Heritage park
 High School Concerts and Events*
 July 4th Activities and Parties*
 Lakeside Music Series*
 Live music at bars
 Painting with a twist
 Parker Square*
 Premier Art Gallery
 Riverwalk*
 Sacred Ground Dance
 School Orchestras and Bands*
 State Draft House
 Studio Art House
 Studio B
 The Dance Space
 The Flower Mound
 The Senior Center
 The Voices of Flower Mound
 Treitsch Church
 Trio Coffee
 Yogi Kids theater camps

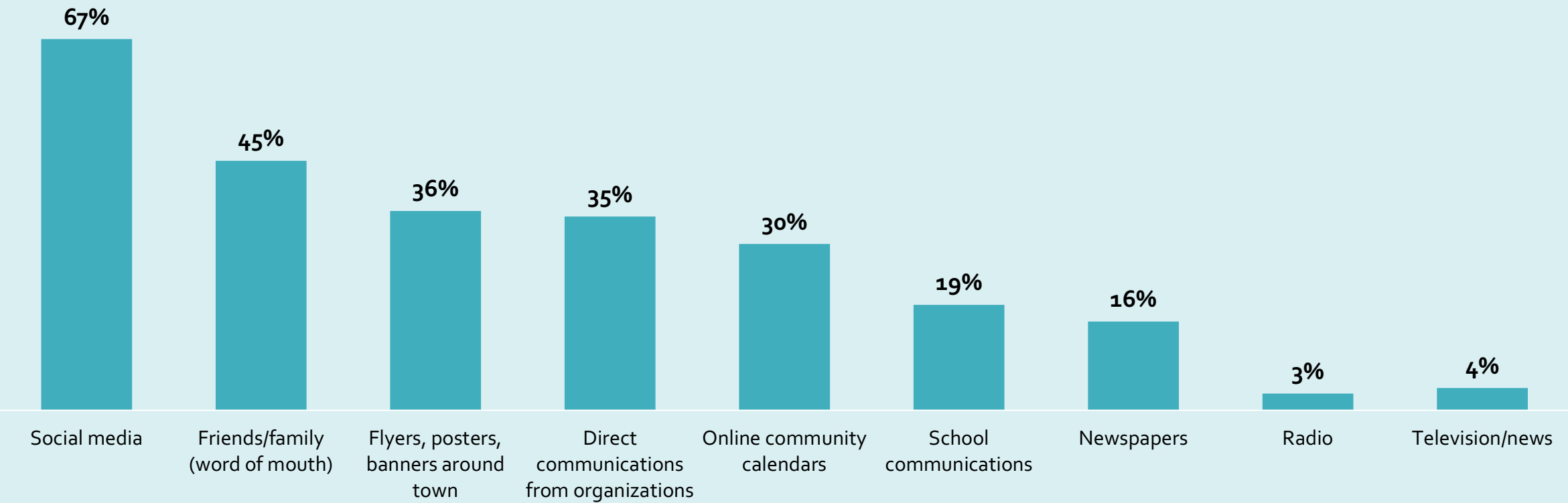
Top places/events outside of Flower Mound



Ease of Finding Information on Flower Mound Happenings

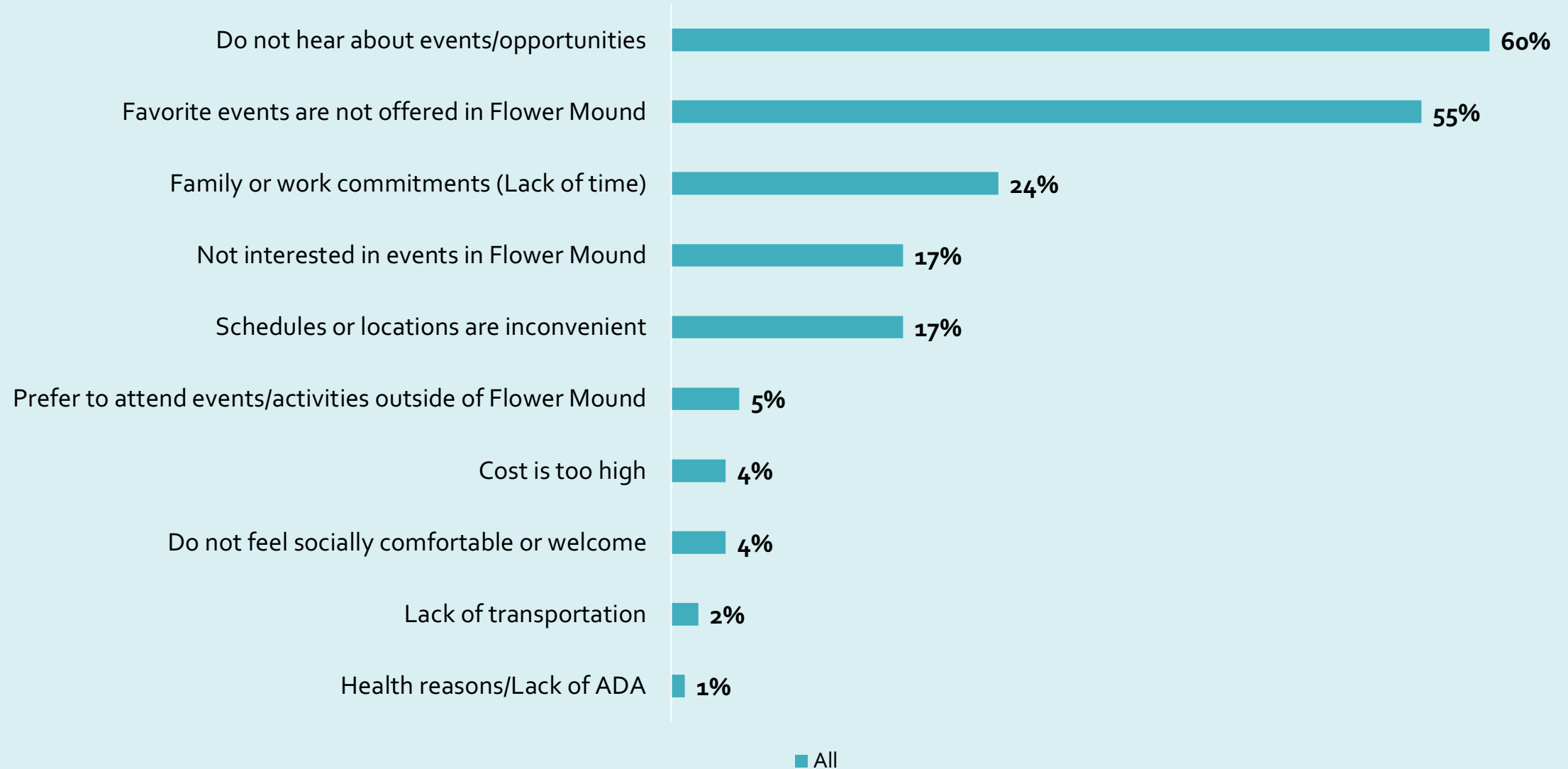


Top Information Channels for Respondents

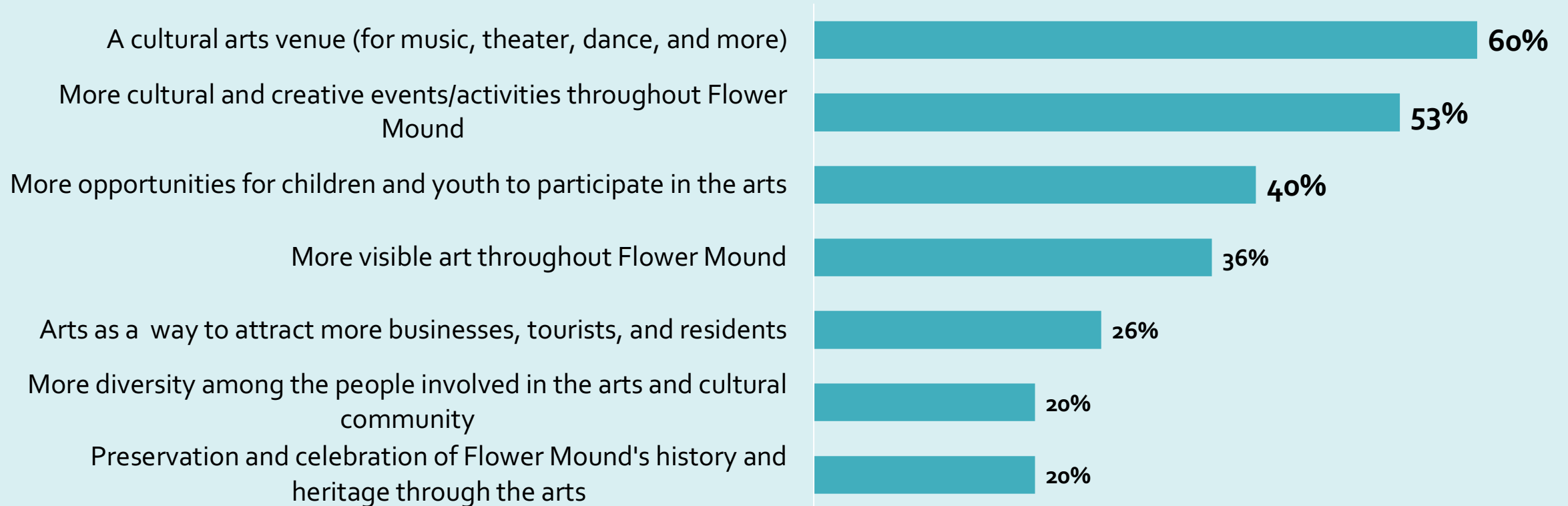


Those respondents under the age of 55 use social media significantly more than respondents over 55 years of age. There is no difference in usage of those between the ages of 21 and 55 years of age.

What keeps respondents from participating...



Top Community Priorities



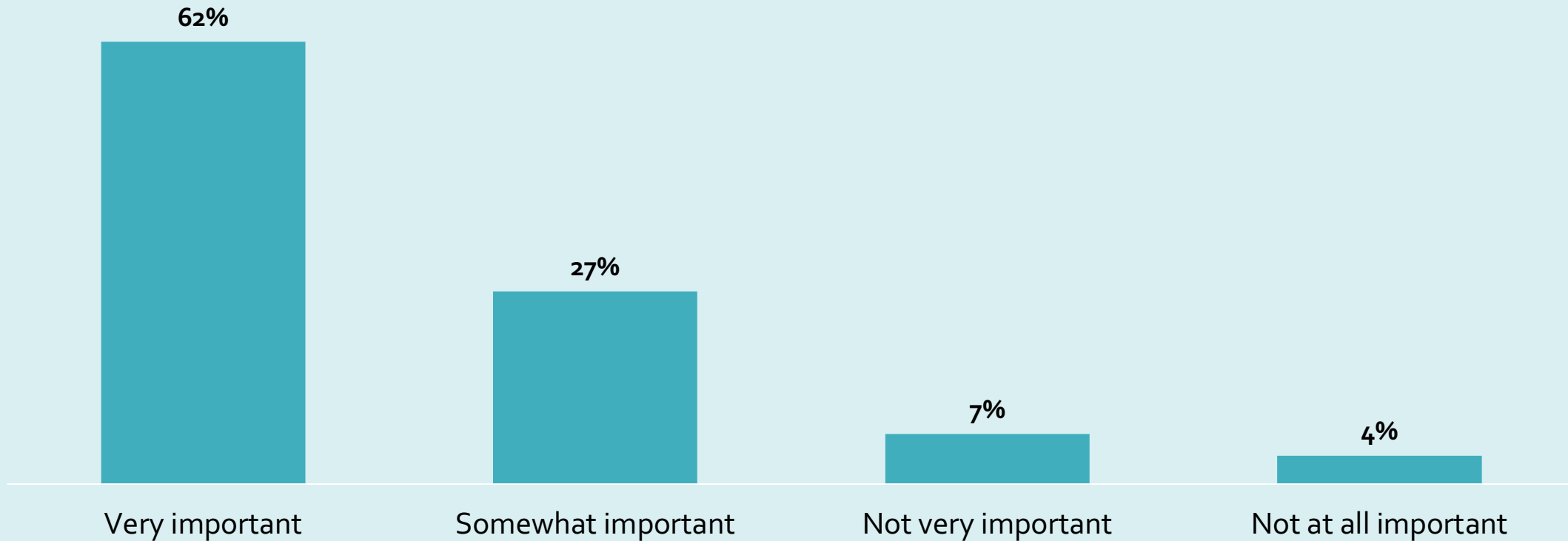
Statistically Significant Group Differences:

- Those who are frequently involved in arts and culture support a cultural arts venue significantly more than those who are less frequently involved in arts and culture.
- Those who are less frequently involved in arts and culture support preservation and celebration of Flower Mound's history significantly more than those frequently involved in arts and culture

What Respondents Want the Plan to Accomplish

Affordable art classes/activities/events
Artist exhibit space and events (Local)
Availability of more activities for all ages (and intergenerational)
Calendar of events /ways to find information about happenings
Celebration of the different cultures in Flower Mound
Creative spaces for teens
Dedicated city staff for the arts
Open cultural spaces and gathering spaces for all
Outside arts events and festivals
Performing Arts Center/Cultural Center/Arts Center
Signature festival
Using art as identity for Flower Mound
Visible art throughout Flower Mound
Ways to attract artists and performers to Flower Mound

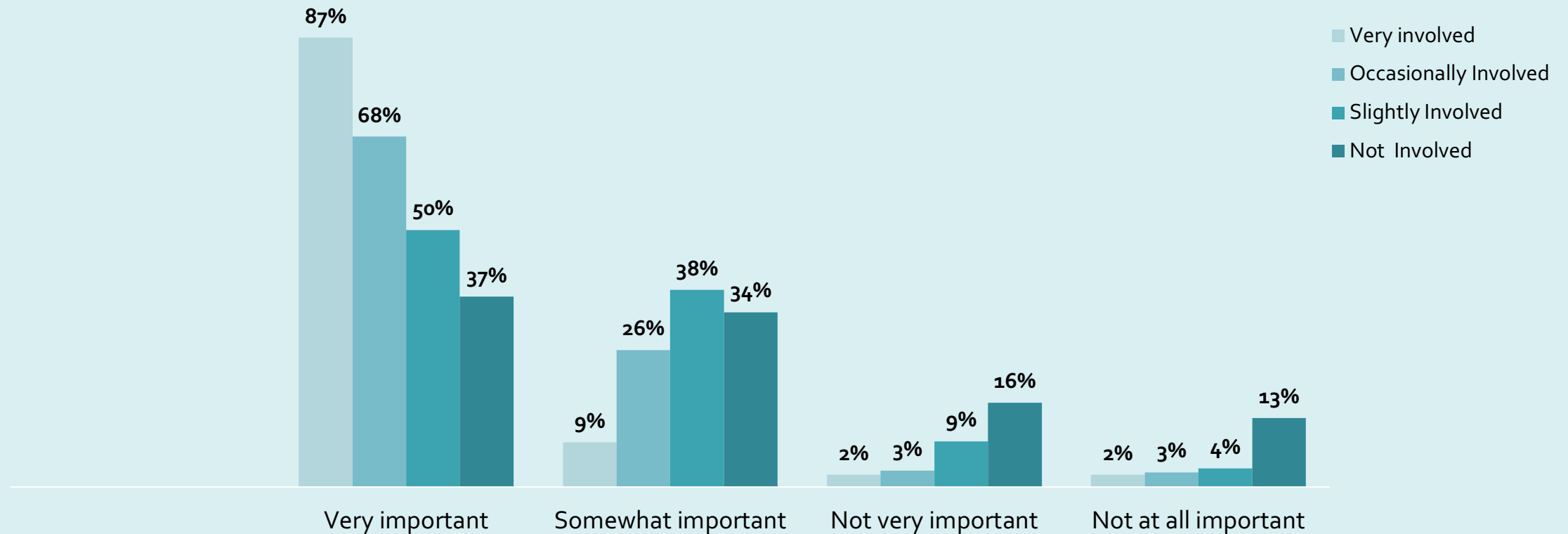
Importance of Arts/Cultural Center



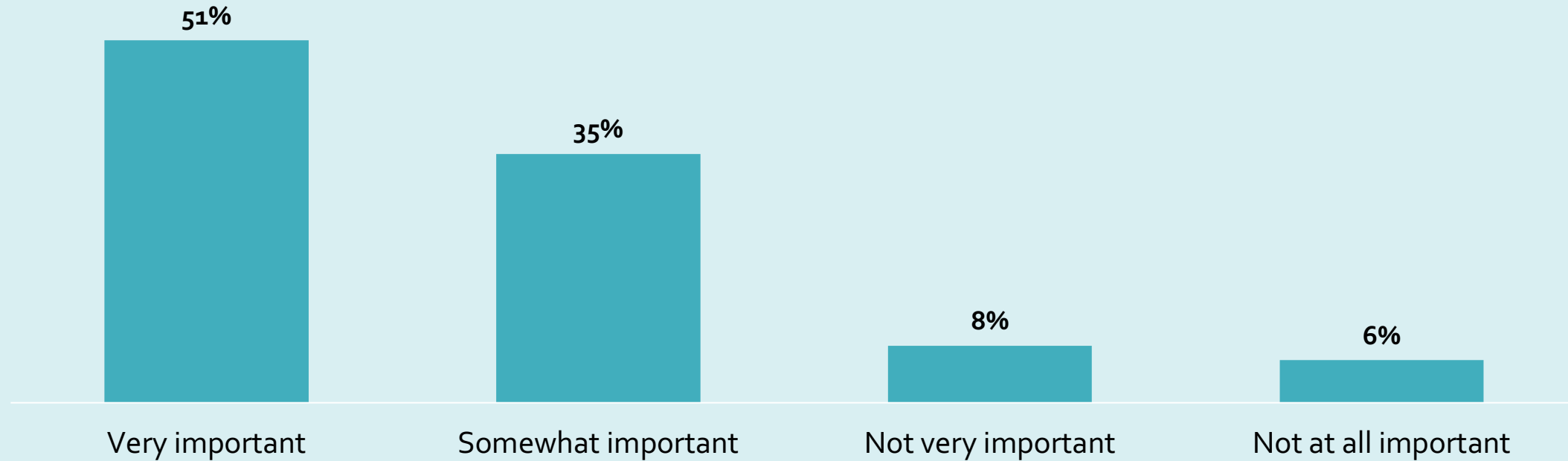
Statistically Significant Group Differences:

- Those who are frequently involved in arts and culture support a cultural arts venue significantly more than those who are less frequently involved in arts and culture. (see next slide)

Importance of Arts/Cultural Center by Arts Involvement



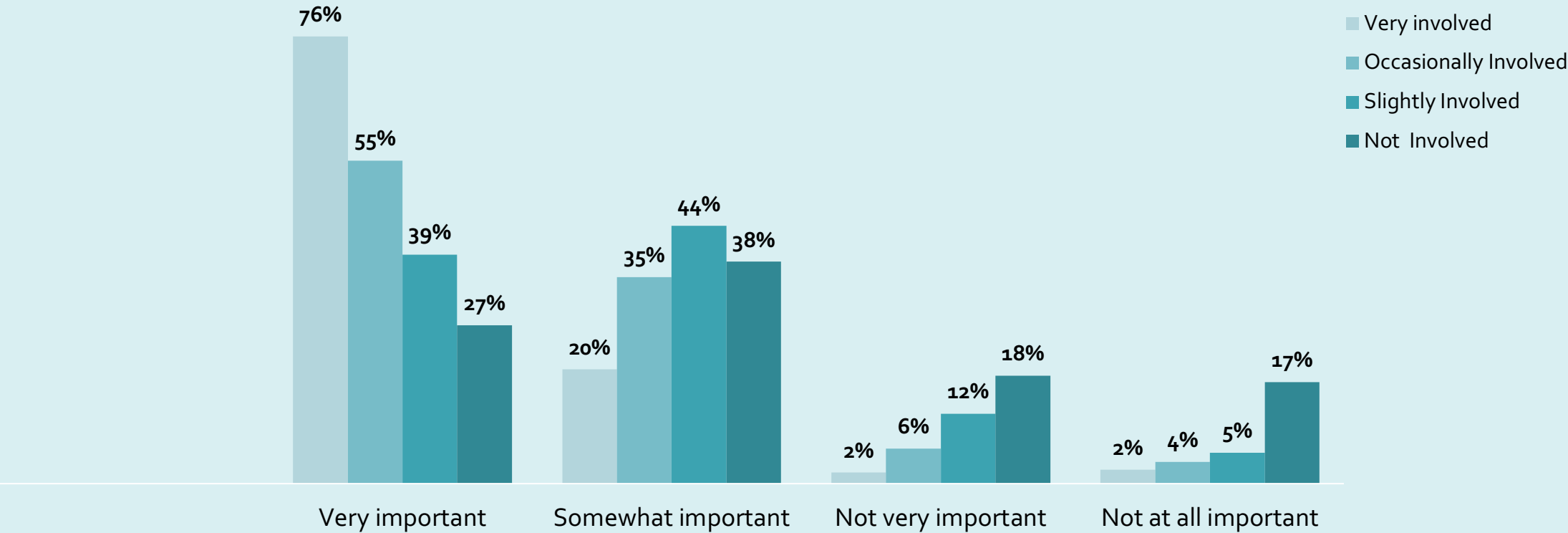
Importance of Town support for arts and culture



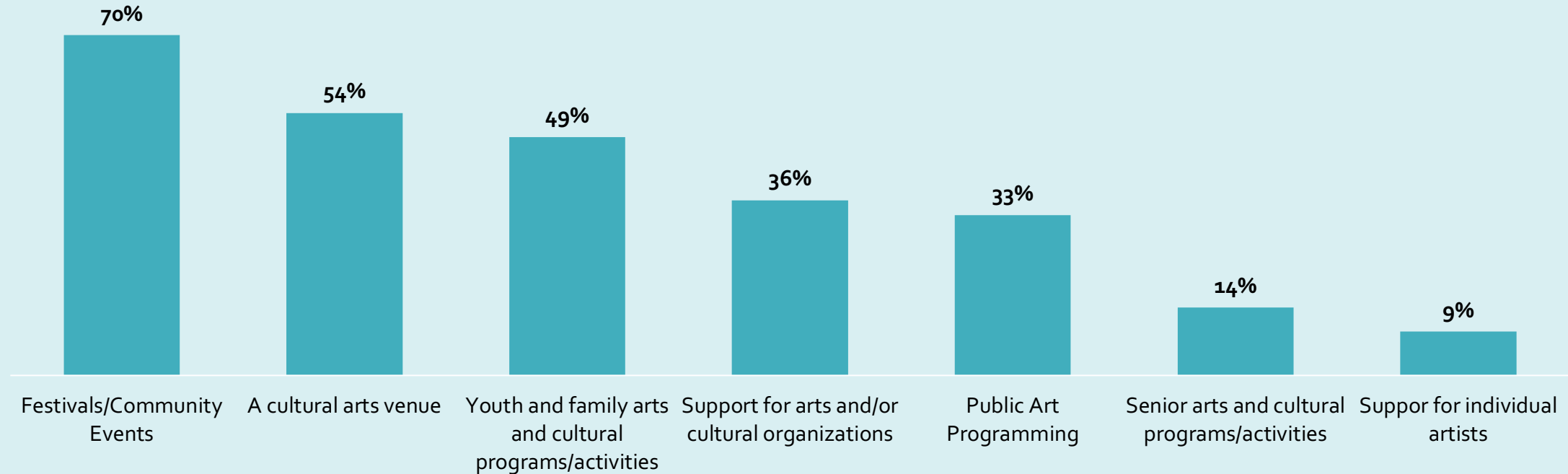
Statistically Significant Group Differences:

- Those who are frequently involved in arts and culture support a town financial commitment to arts and cultural activities more than those less involved. (see next slide)

Town Support by Arts Involvement



Priorities of Town support for arts and culture



Statistically Significant Group Differences:

- Those who are frequently involved in arts and culture think a cultural arts venue and support for arts organizations should be a priority for Town financial support, significantly more than those less involved in arts and culture.
- Those who are less frequently involved in arts and culture think festivals/community events, youth and family arts programs, and senior arts programming should be a priority for Town financial support, significantly more than those who are frequently involved in arts and culture.

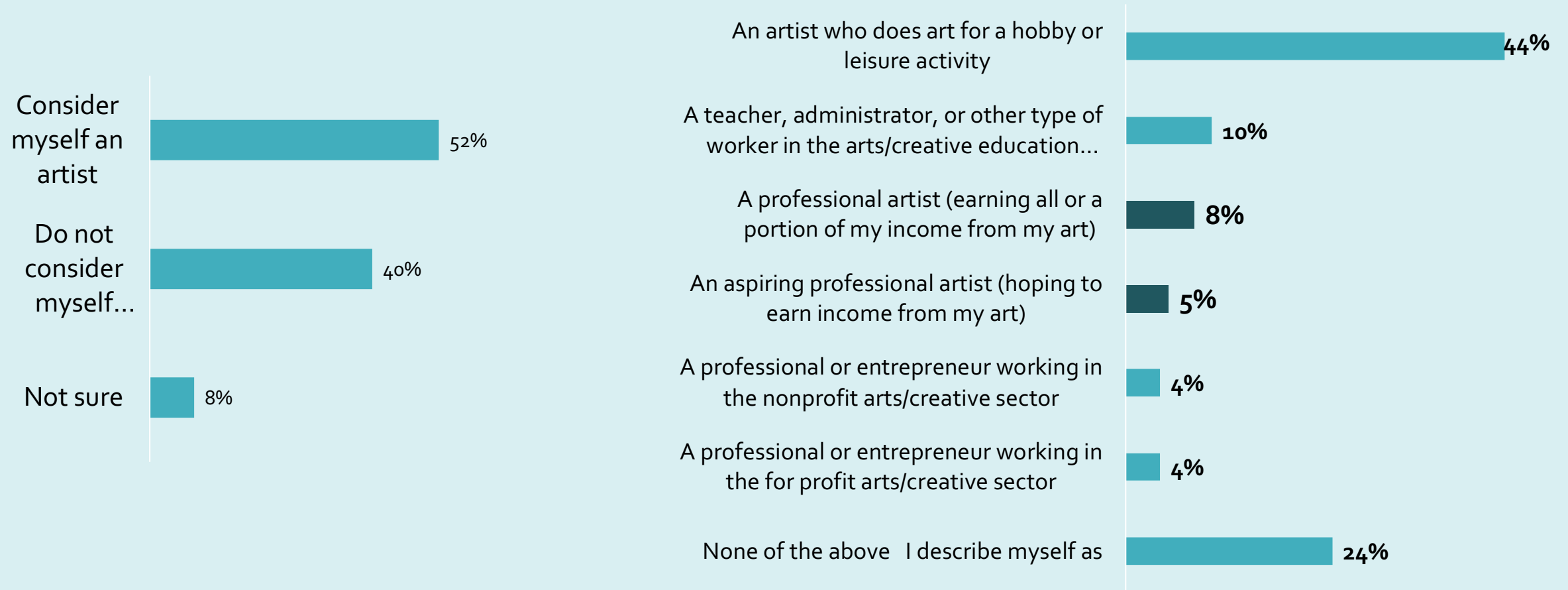
The One Thing

There are nearly 600 comments by respondents to this question demonstrating respondents passion and enthusiasm for improving their community for the future. Select themes (in alpha order) emerging from the comments are:

- **A community arts and cultural center is a priority:** there are different visions for the center although recommendations focus on the arts, celebrations of culture, and a place accessible to all.
- **Celebrating the cultural diversity of Flower Mound through the arts:** recommendations include developing activities and events in Flower Mound promoting cross-cultural understanding.
- **Developing opportunities for the arts for all generations and opportunities for the community to come together:** Creating (and using existing places) as gathering places for arts and events and community. Family, youth, and seniors are all important in the planning.
- **Recognizing the assets of surrounding communities:** Recommendations include developing unique Flower Mound facilities, activities, and events and avoiding duplication.
- **Open spaces and nature are part of the culture of Flower Mound:** recommendations include bike trails, open spaces, and attention to trees and nature.
- **Providing opportunity for local artists to exhibit, participate, and work in the community:** There is a community of local professional, aspiring, and avocational artists. Recommendations include showcasing these artists in a variety of different ways (events, galleries, community projects, etc.)
- **Visible art in Flower Mound:** recommendations include public art throughout the current and future public spaces in the Town, and developing ways to showcase local arts to the community.

Professional and Aspiring Artists

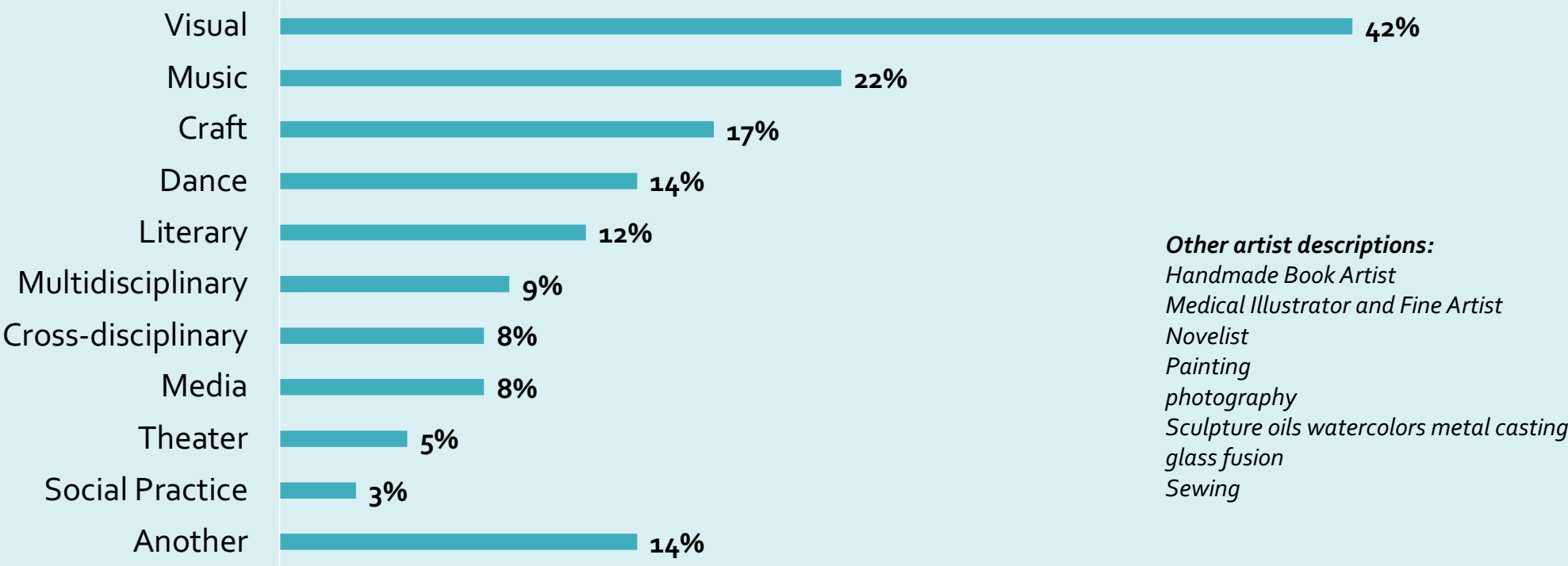
Respondent self-description



Descriptions: art appreciators, art lovers, art consumers, creative persons, creative thinkers, artists part of the family, interested in exposing family/kids to arts, retired art educators, former artists, back-of-house workers (tech).

Artistic discipline

(of those who identified as a professional or aspiring artist)



Artists Priorities (ranked)

(of those who identified as a professional or aspiring artist)

#1 - More exhibition, performance, and sales opportunities

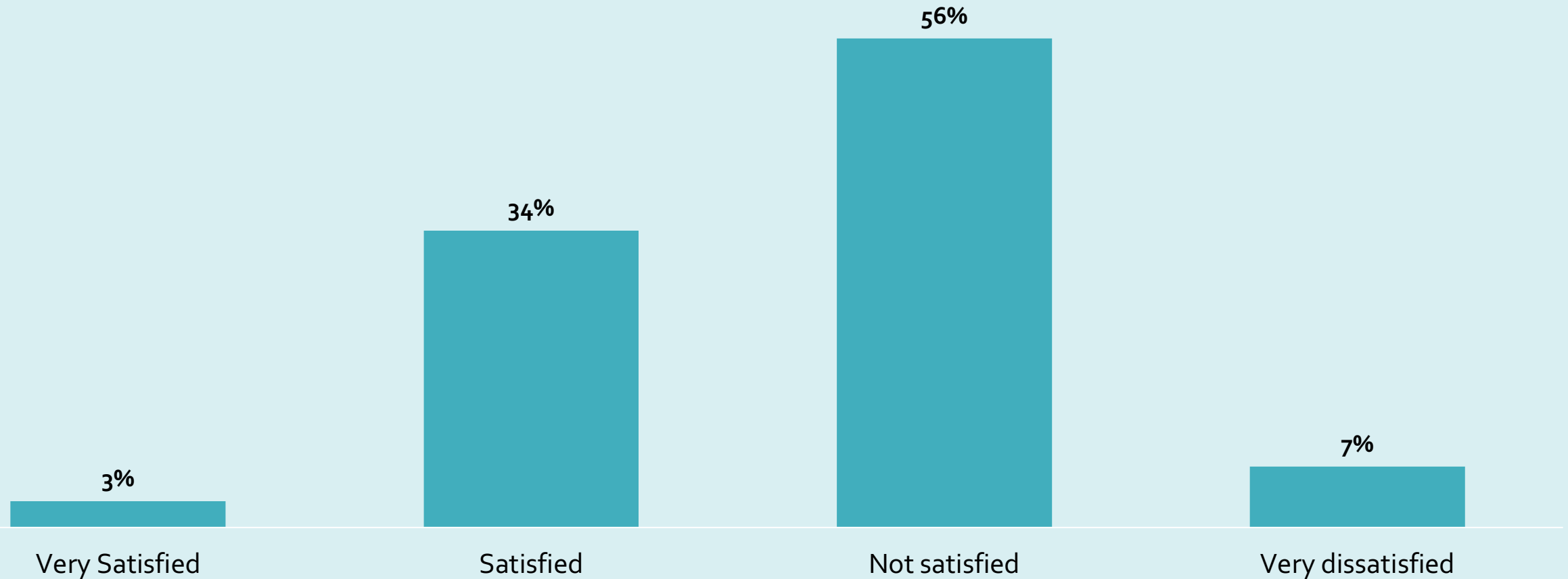
#2 - Grants and/or commissions to support your work

#3 - More networking and connection opportunity with other Flower Mound artists

#4 - Professional development assistance

#5 - Work and/or Live/work studios

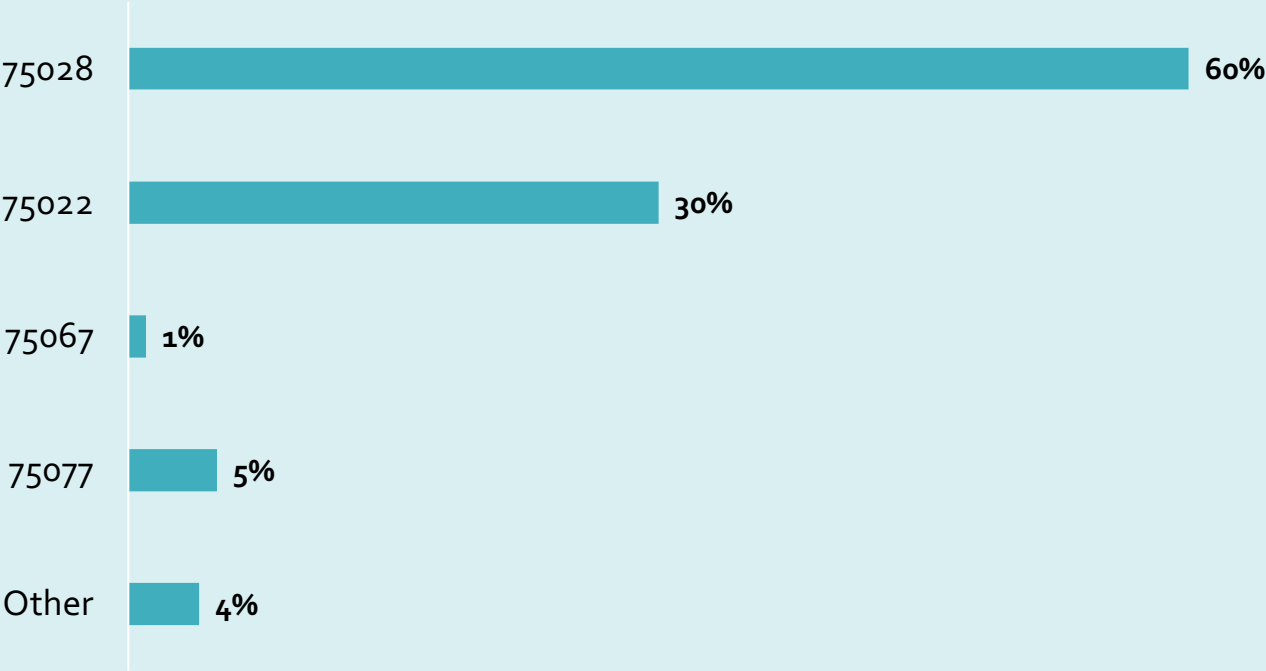
Satisfaction with Environment in Flower Mound for Artists and Creatives



Participant Profile

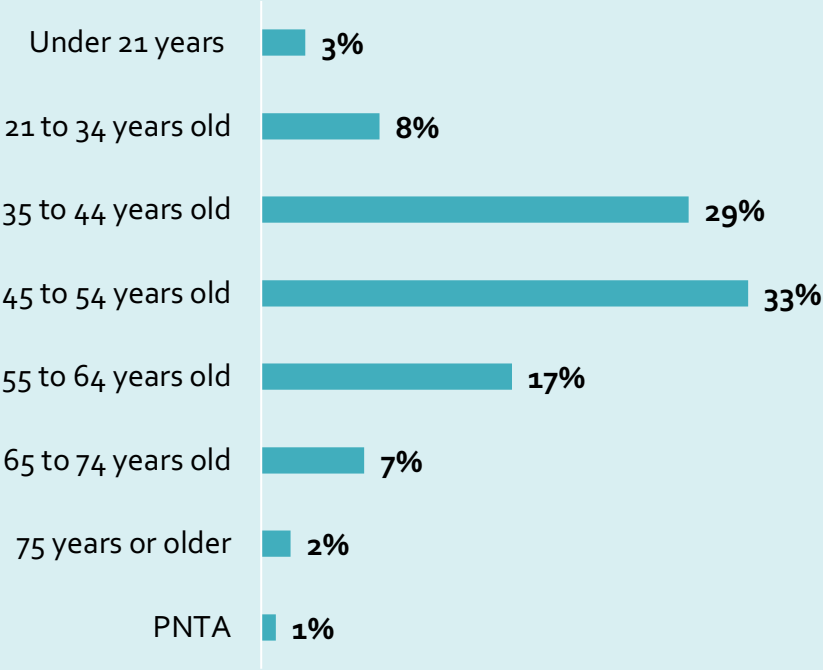
Respondent Demographics

Zip code of Primary Residence

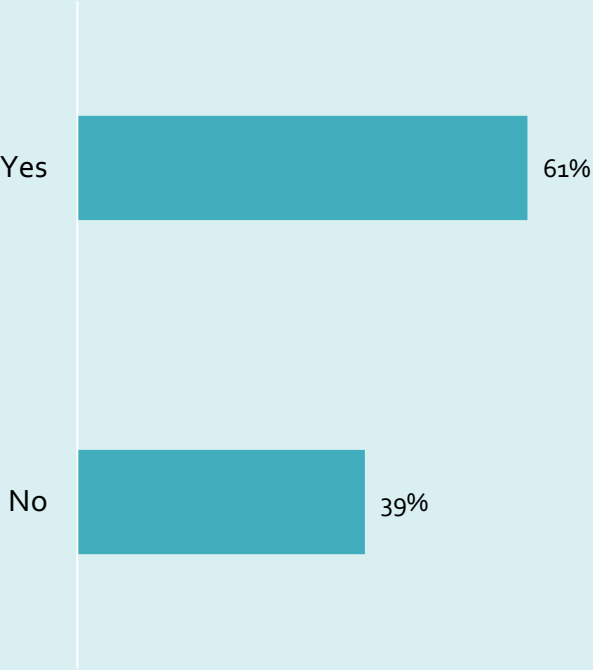


Respondent Demographics

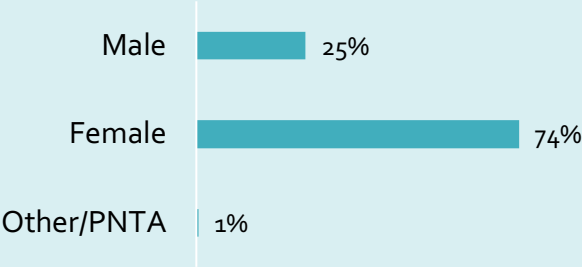
Age



Children under 18 years of age in household

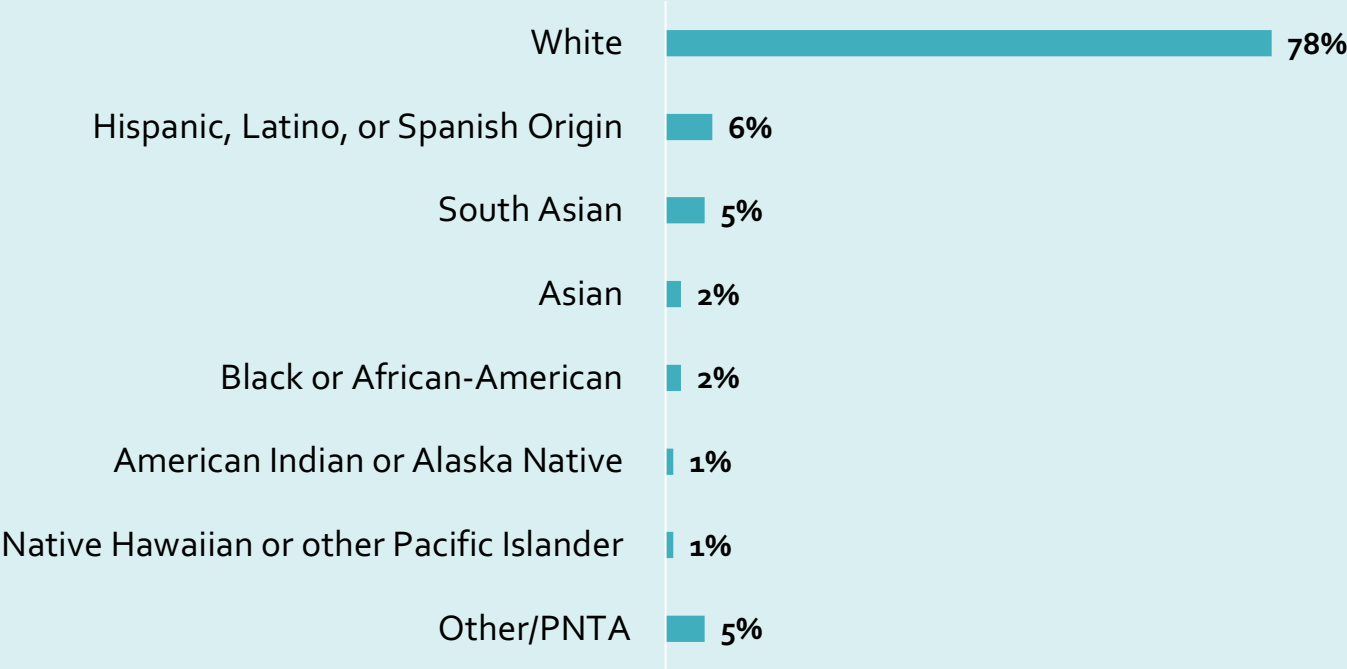


Gender



Respondent Demographics

Background



I describe my background as (Check all that apply)
American Indian or Alaska Native (e.g. Navajo Nation, Mayan, Aztec, Inupiat, Nome Eskimo, and similar)
Asian (Chinese, Filipino, Vietnamese, Korean, Japanese, and similar)
Black or African-American (e.g. African, Jamaican, Haitian, Nigerian, Ethiopian, Somalian, and similar)
Hispanic, Latino, or Spanish Origin (Mexican, Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian, Nicaraguan, and similar)
Native Hawaiian or another Pacific Islander (e.g. Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, and similar)
South Asian (e.g. Indian, Nepalese, Bhutanese, Pakistani, and Bangladeshi, and similar)
White (e.g. German, Irish, English, Italian, French, Polish, and similar)
I best describe myself as....



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: October 1, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0003 - NEM Senior Living) from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential use, and with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located south of Rippy Road and east of Long Prairie Road. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its September 24, 2018, meeting.*)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission report and backup for this item. No changes or new information has been received since that meeting. This item needs to be postponed to the October 15, 2018, Town Council meeting in order to allow adequate time for the developer and the Town staff to finalize the terms of the Development Agreement.

In order to satisfy public hearing notification requirements, staff recommends that the Council open this item and the public hearing during the October 1, 2018, meeting, and continue the public hearing to the October 15, 2018, regular Town Council meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Placeholder - Draft Development Agreement

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance and development agreement as to form and legality.

DRAFT MOTION: Move to continue the public hearing to consider a request for rezoning (ZPD17-0003 – NEM Senior Living) to the October 15, 2018, Town Council meeting.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: September 24, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0003 - NEM Senior Living) from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential use, and with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Rippy Road and east of Long Prairie Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are exception/modification requests to the Town's regulations which necessitate special consideration by the Commission (see Analysis below).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 9.149 acres in order to create a planned development district with age-restricted, high-density residential uses in compliance with the provisions listed within Ordinance No. 07-17 for Senior Housing. The property is currently zoned for Retail District-1 (R-1) uses and master-planned for Retail uses.

On March 6, 2017, the Town Council approved a Master Plan Amendment to create an overlay district to address demand for affordable, high-quality, senior housing options for persons 55 years of age or older. The Senior Housing Overlay District was created as a result of immediate need to address the demand for affordable and diverse housing options with quality amenities and services. The adopted Senior Housing ordinance identifies the overlay district to include sites located 2,500 feet on either side of Long Prairie Road (FM 2499) from Justin Road (FM 407) down to the northern boundary of the Lakeside Business District, but not including the Lakeside Business District. The ordinance also allows Senior Housing uses to be considered within any land use category if the property falls within the identified overlay boundary, thus avoiding the need for a Master Plan amendment. The subject site is located within the overlay boundary.

The link to the March 6, 2017, Town Council meeting is:
<https://flowermoundtx.swagit.com/play/03062017-1232>

For the purposes of this overlay, Senior Housing is defined as a high quality retirement or active living residential facility designed for persons 55 years of age or older.

- This use includes independent living facilities with high quality amenities, services, and programs.*
- Any project proposing such a use shall include deed restrictions on the property limiting residents of the project to 55 years or older in accordance with the Fair Housing Act.*
- Any project shall include industry building accessibility standards for the targeted demographic.*
- Any project should have easy access to arterial and collector streets, and convenient access to signalized intersections is preferred.*
- Any project shall demonstrate appropriate transition to existing land uses. Factors to be considered include building height, setbacks, screening and landscaping, use of open space, among other factors.*
- This use does not include “convalescent and nursing homes, hospice care, assisted living, and related institutions.”*

The accompanying concept plan depicts one four-story, 242,000-square-foot building (Building A) with 178 units and four two-story out-buildings with garages on the first floor and living units on the second floor. Building A includes a fully enclosed courtyard and contains a community pool, cabana, gazebo, outdoor grill, and seating areas. Other indoor and outdoor amenities include a clubhouse with game room, lounge area, kitchen and dining, salon, dog spa, dog park and covered parking areas.

The primary access to the proposed facility is from Long Prairie Road and secondary access is provided from a mutual access easement that connects the subject site to a retail development on the south end. The Town’s parking code does not provide parking requirements for a senior multi-family housing development. The applicant has provided a parking analysis (see Attachment A(3)) from similar projects around the Dallas/Fort Worth metroplex and from two out-of-state facilities to determine the parking requirement for a senior housing facility. The site is parked at a ratio of 1.2 spaces per dwelling unit providing a total of 222 parking spaces to serve 182 units.

The conceptual landscape plan provides for required landscape buffer along Long Prairie frontages, street yard landscaping, and parking lot trees. The site plan/landscape plan also depicts 1.287 acres of floodplain/open space located at the northeast portion of the site and approximately 1.18 acres of floodplain/open space located along the east portion of the site. The building materials for the building facade predominantly consist of stone and stucco and meet the Town’s Urban Design Plan.

III. REQUESTED MODIFICATIONS

As a part of the request, the applicant is requesting certain modifications to the minimum and maximum dimensional regulations for the Multi-Family District (MF) and certain exceptions to the Town standards.

Development Standard	Required MF standards	Proposed (PD-154) MF standards
Min. Lot Area	2,800	N/A
Min. Lot Width	60 ft.	60ft.
Min. Front Yard	60 ft.	60ft.
Min. Rear Yard	Compatibility	Exception
Min. Side Yard	10 ft./8 ft./Compatibility	Exception
Max. Lot Coverage	40%	50%
Min. Floor Area	700 sf	500 sf w/average of 850 sf.
Max. Height	3/35 ft.	4/60 ft.

A. Exception to Section 82-302, Compatibility Buffer

The residential compatibility standards apply when a nonresidential or multi-family development is proposed adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan. The proposed development shares a majority of the northern boundary with an existing Town Park that is zoned Agricultural and eastern boundary with property zoned for Agricultural uses.

A brick wall or masonry wall with stucco or mortar wash finish, both exterior finishes being the same, shall be constructed along the property line. Such walls shall have no vehicular access point into or from an alley and shall be a minimum of six feet in height, except that the first 25 feet in from the street line may be stepped down to a minimum height of four feet. For nonresidential and multi-family development (except for churches or schools), the landscaped setback shall consist of a minimum 25-foot landscaped buffer. Understory plants shall be provided in order to achieve a continuous dense six-foot screen. Native shade trees, a minimum of three-inch caliper each, shall be provided at a ratio of one tree per 400 square feet of buffer area.

Due to the location of floodplain along northern and eastern property lines, the applicant is requesting a complete waiver to the compatibility buffer requirements along both the northern and eastern property lines.

B. Exception to Section 82-303, Compatibility Setback

One-story, nonresidential or multifamily buildings, main or accessory, shall be set back from the property adjacent to an existing or proposed residential use 60 feet. Nonresidential or multifamily buildings, more than one story, main or accessory, shall be set back from the property line adjacent to an existing or proposed residential use five feet for every one foot of building height. As noted above (Compatibility Buffer exception) the zoning of the property to the north and east requires a compatibility setback.

The applicant is proposing a 20-foot setback from the northern and eastern property boundaries.

Refer to the applicant's letter of intent [Attachment A(2)] for an explanation of both referenced exceptions.

C. Exception to Section 90-423, Underground Utilities

Approximately 26 linear feet of an existing guy wire that supports the overhead utility lines is located within the subject property boundary along Long Prairie Road. The applicant is requesting an exception to Section 90-423, Underground utilities, of the Code of Ordinances to allow the existing guy wire to remain in the existing location.

D. Exception to Section 90-403, Fully Developed FEMA Floodplain

Per the flood study analysis that is underway, nearly one third of the subject property is located within the Town-defined floodplain. Per the applicant's letter of intent, an exception to Section 90-403 to allow construction within a portion of the fully developed floodplain is required to provide adequate parking and on-site detention. However, the plan does not propose work within the FEMA floodplain.

E. Topographical Slope Exception

According to the Town Code, no development application or project shall be approved that proposes development on any existing topographical slopes of 12 percent or greater, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the footprint of the proposed structure or structures). The purpose of this criterion is to ensure that development is respectful of and appropriately integrated with the natural physical geography of the land in Flower Mound by requiring environmentally sensitive development techniques to eliminate "scrape and build."

Section 98-147 "Topographical slope protection" allows for an applicant to request an exception to these standards as follows:

Exception. An exception to this requirement may be approved by the town council by the affirmative vote of at least three-fourths super majority vote of all members of the town council, for any development that keeps the character of the natural topography, and integrates the development into and maintains the overall integrity of the natural topography.

- 1. Detailed drawings that illustrate the impact of the proposed development on the natural topography and the manner by which the development is integrated into, reflects and maintains the overall integrity of the natural topography.*
- 2. The identification of those specific best management practices (BMPs) that will be used to maintain and responsibly integrate the development into the natural topography together with an explanation regarding their use within the*

plans for such development. The BMPs to be used shall include, but are not limited to, those BMPs found within the town's engineering design and construction standards.

3. *While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four-foot or greater in height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet in height are discouraged.*

In considering an exception to this criterion, the town shall, in addition to the foregoing, consider the effects of granting an exception on other environmental features such as trees, habitats, floodplains, scenic vistas, ridgelines, and other environmental features as well as adjacency to established developments and neighborhoods.

The applicant is requesting an exception to Section 98-147. However, this exception shall be limited to the proposed driveway located at the southwest corner of the site over an area of approximately 0.029 acres. This mutual access driveway connects the subject site to the property located to the south, thus providing a second point of ingress/agrees to and from this development.

On June 7, 2018, the Parks Board recommended approval to Town Council that cash, in the amount of \$770,515.20 be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$252,616.00 for the subject project. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the June 7, 2018, Parks Board meeting is:
<https://flowermoundtx.swagit.com/play/06072018-904>

Per Ordinance No. 07-17 for Senior Housing, a senior housing development that is located within the overlay district is eligible for a reduction in the Park Fee requirement subject to compliance with the section below.

Due to the nature of Senior Housing, a developer may request potential exemption from the Town's parkland dedication and park development fee requirements in order to reinvest those funds into the project. Such a request shall be considered by the Town Council concurrent with a zoning PD application.

The applicant is requesting the Town Council consider reductions of the Town's park fees as authorized by the Senior Overlay. The developer is offering to design and build a pedestrian bridge that spans the floodplain located between the northern boundary of the subject site and Gaston Park; and construct a trail extension to College Parkway through Gaston Park. These Town trail improvements are offered as consideration for reduced park fees, along with internal and external amenity enhancements to the property.

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written,

the Town had received one correspondence in support and no correspondence in opposition to the request. All correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Parking Study

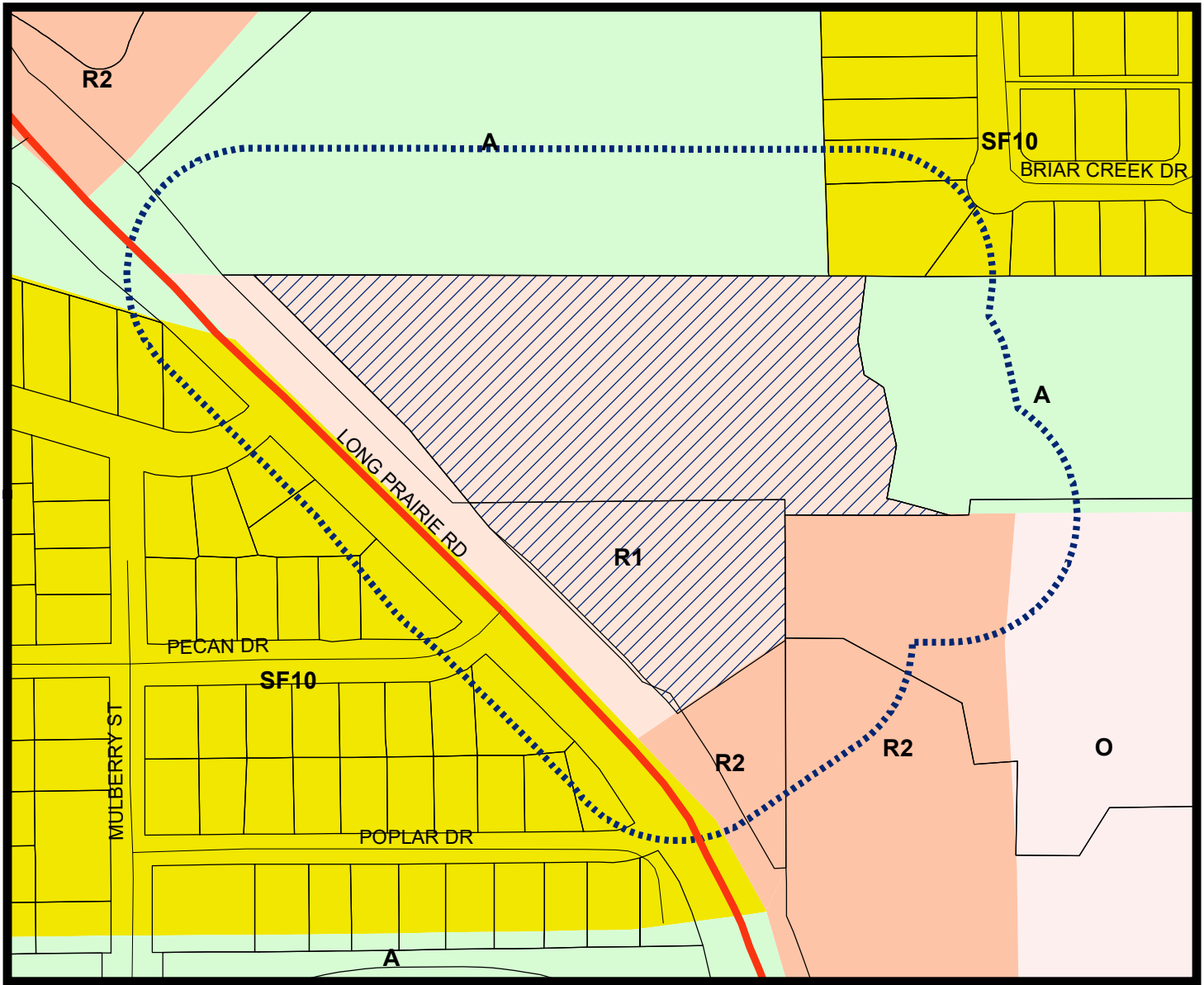
B. Application Details

1. Zoning Planned Development Package
2. Draft Development Standards

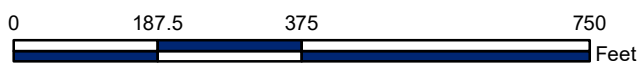
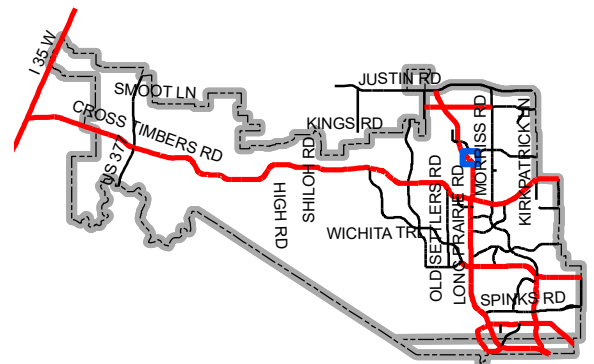
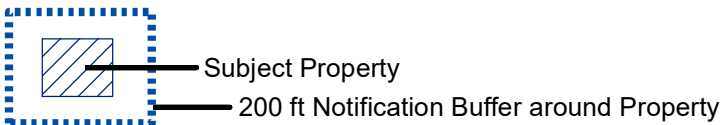


Vicinity Map

Reference Project: ZPD17-0003



LEGEND



Map Location



LETTER OF INTENT > NE DEVELOPMENT, LLC

September 18, 2018

Mr. Chuck Russell
Town Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Zoning Change Request – NEM Senior Living Planned Development
Letter of Intent
G&A Job No. 17026

Mr. Russell:

Please accept this letter, on behalf of the NE Development, LLC, as an explanation of the proposed Zoning Change Request for approximately nine acres of land located just north of Timber Creek Medical Office Plaza along FM 2499 and south of Timber Creek. This property is currently owned by Minassian Properties, LC. It has a land use designation of Retail and it is currently zoned as Retail – 1 (R-1).

PROJECT DESCRIPTION:

In March of 2017, the Town Council amended the Land Use Plan to create a Senior Housing Overlay District in order to attract development to meet the high demand for this type of living option for the Town's senior population. The Overlay ordinance incentivizes senior housing development by allowing developers to request certain waivers from the Town's SMARTGrowth policy and exemptions from the Town's parkland requirements. Additionally, the presentation of the Overlay ordinance focused on the FM 2499 corridor or areas close to shopping, offices and medical uses as an ideal location for senior housing.

Senior housing options are in demand in the majority of cities throughout the metroplex. As the population ages, baby boomers are looking for low-maintenance living options close to their kids and grandkids with access to nearby shopping and services. NE Development has done several successful senior multi-family projects in this region. The average age of their typical resident is 72. The average time span for leases is between five to eight years. An example of one of their projects is Atlas Point at Prestonwood in Carrollton.

NEM Senior Living will include a four-story building and four outbuildings that are two-story with garages below and one living unit above. Building A will have an internal, fully enclosed courtyard that will feature the community pool, cabanas, gazebos, outdoor grill, and seating areas. The building footprint is approximately 60,700 square feet and the gross floor area of 242,000 square feet. The main entrance will be covered with a portico and will have direct access to the clubhouse area. The proposed amenities and services in the clubhouse include a game room, lounge



LETTER OF INTENT > NE DEVELOPMENT, LLC

areas, and a full kitchen. Building's B1-B4 will each have four garages for residents and the second story will be a three-bedroom unit.

There will be 182 units within the development, with several of them overlooking the courtyard area or the existing creek and open space areas to the east and northwest. Approximately 66% of the units will be one-bedroom and the remaining 34% will be two or three-bedroom. That breaks down to be 118 one-bedroom units, 60 two-bedroom units, and 4 three-bedroom units. Units will be accessed via an internal corridor system that connects to the clubhouse and ingress/egress points of the building.

Other onsite amenities include a community pool, a coffee bar, dining area, theater/TV lounge, salon, grilling station, dog spa, scheduled activities and events, covered parking areas, seating areas, shade structures, open space, access to the Town's trail system.

The community will be gated to provide additional security for residents. Cross access to the proposed development to the south will be open to motorist; however, the parking areas will be gated. We are proposing a total of 222 parking spaces which will be adequate for residents, guests, and employees. A parking study has been submitted to the Town that details the anticipated parking demand and the adequate number of spaces that will serve this type of development.

Additionally, we are proposing a pedestrian connection to the north to Gaston Park. This will require a bridge to cross Timber Creek in order to access the park and our client has agreed to provide that per the proposed Developer's Agreement. This link provides the missing piece for pedestrians to access River Walk and Timber Trails Park from College Parkway.

PROPOSED ZONING:

The purpose of this application is to request a zoning change to be a Planned Development (PD) with Multi-Family (MF) as the base zoning. Development standards have been drafted and submitted with this request. Additional permitted uses have been added to the PD such as garages and carports/covered parking. The regulations also establish the minimum area per unit at 500 square feet and an average area per unit at 850 square feet. The proposed density is 20.2 du/ac which equals 183 total units. As part of the requested zoning, site amenities for senior living communities are required and our PD will require the amenities described above.

The property is bordered by floodplain and it acts as a natural buffer to the adjacent land uses. To the north is Gaston Park which sits on the other side of Timber Creek. To the east is a 6-acre residential lot that is zoned Agricultural. To the south is Timber Creek Medical Office Park that is zoned as a PD for retail, restaurant, and office uses. This is an ideal location for senior housing due to the proximity of the Senior Center, which sits just across FM 2499 on West Windsor, and the Flower Mound Hospital, which is just south in the River Walk.



LETTER OF INTENT > NE DEVELOPMENT, LLC

EXCEPTIONS:**Compatibility Buffer and Setback:**

Section 82-302, Compatibility Buffer requires a 25-foot buffer and masonry screening wall along the eastern and northern property lines. Since these areas directly abut land that will be deeded over to the Town for a public park, the buffer and screening are not necessary. The existing vegetation and floodplain provide adequate buffering.

Section 82-303, Compatibility Setback, requires a multi-story building to be setback from adjacent residential property at a ratio of five feet for every one foot of building height. Since the proposed building is a little over 58 feet in height, that would require the setback to be 300 feet. The building is approximately 180 feet from the eastern property line and is separated by Timber Creek. Therefore, we would like to request an exception to the Compatibility Setback requirement.

Town-Defined Floodplain:

We have conducted a detailed flood analysis of the subject property and nearly one-third is inundated with the Town-defined floodplain. Although the floodplain is one of the features that make this site a desirable location for senior housing, it can also be challenge to the development potential of the property especially since the Town has its own definition of floodplain. In order to provide adequate parking and on-site detention, we are proposing to impact portions of the Town-defined floodplain – a little over a half acre.

Overhead Utilities:

We are also requesting an exception to the Town's requirement to bury overhead utilities. There are no utility poles on the subject property, however the guy wires from one of the poles extend over the property line. Therefore, we would like to seek an exception.

Slope Exception:

We are also requesting an exception to the Town's 12% slope protection requirement. There is a small portion of the property along the drainage channel, approximately 0.029 Acres, from FM 2499 to Timber Creek that will be impacted by the required connection to the adjacent property. The area impacted will be for the construction of underground drainage and the fire lane.

CONCLUSION:

We are very excited to have the opportunity to bring one of the first senior housing projects to the Town of Flower Mound. This location is the ideal spot for this use and the project will be beneficial to the Town and its residents.



LETTER OF INTENT > NE DEVELOPMENT, LLC

Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

G&A | McADAMS

Scott Minnis, EIT
Project Manager

cc: Mr. Robert J. Dollak, Jr. P.E., G&A | McAdams
Mr. Charlie Moussa, NE Development

Z:\2017\17026\PDFs & Submittals\Zoning\6th submittal\2018-7-11 PD LOI.doc

NEM SENIOR LIVING**Parking Study**

Prepared by: Robert J. Dollak, Jr., P.E. # 86898

**Summary:**

NEM Senior Living is a 9.149-acre site generally located east of FM 2499/Long Prairie Road across from Pecan Drive. The site is planned to be a multifamily residential senior living facility with various amenities throughout the property, including 183 residential units and 222 proposed parking spaces. The Concept Plan is included as Exhibit "A" to this study.

Base Code Parking Requirements:

The Town of Flower Mound does not have parking requirements for a multifamily independent senior living within their current parking requires. We have therefore, researched and analyzed similar projects within the North Texas Metroplex, as well as a couple of similar projects around the country. Seven developments varying in size from 93 units to 202 units were analyzed to help determine a standard parking ratio for independent senior living projects that can be used on the proposed project.

The table below represents the projects mentioned above compared to NEM Senior Living.

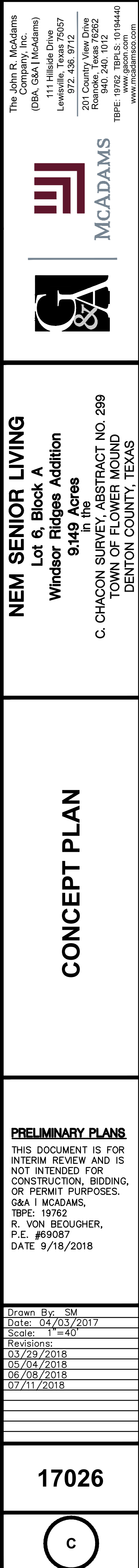
Project Name	Location	# of Spaces	# of Units	Parking Ratio
Artistry Senior Residence At Craig Ranch	McKinney, TX	188	163	1.15
Gala At Melissa	Melissa, TX	110	93	1.18
Artistry Senior Residences At Edgestone	Frisco, TX	257	188	1.37
Aspens At Wade Park	Frisco, TX	176	162	1.06
Overlook At Prestonwood	Carrollton, TX	228	183	1.25
Aspen At Bedford Falls	Raleigh, NC	199	182	1.09
The Aspens At Mariposa Point	Gilbert, AZ	244	202	1.21
		1402	1173	1.20
<i>Proposed - NEM Senior Living</i>	<i>Town of Flower Mound, TX</i>	222	183	1.21

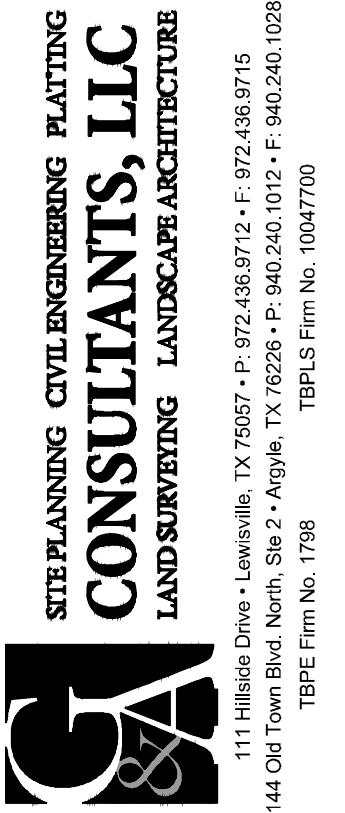
As illustrated in the table above, the parking ratios for the properties analyzed vary from 1.06 to 1.37, with an overall average of 1.21. NEM Senior Living proposes a parking ratio of 1.2 which virtually identical to the oval average.

Conclusion:

In addition to the available parking for residents and guests, there will be a courtesy van available for guest use. The van will be available for transportation to and from doctor's offices, shopping, retail area, restaurants and other areas.

The proposed ratio of 1.21 and the availability of the courtesy shuttle will provide adequate parking for the NEW Senior Living project.





NEW SENIOR LIVING
Lot 6, Block A
Windsor Ridges Addition
9,149 Acres
 in the
C. CHACON SURVEY, ABSTRACT NO. 299
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 7/11/2018
2876

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PINSON
2826
STATE OF TEXAS

Drawn By: MH
Date: 04/03/2017
Scale: 1"=40'
Revisions:
03/29/2018
05/04/2018
06/08/2018

7026

LS

OWNER/DEVELOPER
E. DEVELOPMENT, LLC
865 N. COWAN AVE.
LEWISVILLE, TX 75057
Ph. (469)899-8000
ontact: Charlie Nicholas

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
Long Prairie Road		25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 Lf.	Long Prairie - 647 L.F.	22 trees (3" cal.)	18 trees (3" cal.) 12 trees (ROW trees) 3=1 (3" cal.) = 22 trees
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	86,790 s.f. of street yard	41 trees (3" cal.)	50 trees (3" cal.)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	222 parking spaces	1,665 s.f.	2,226 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	222 parking spaces	23 trees (3" cal.)	30 trees (3" cal.) 9 trees (30% ROW trees) =39 trees (3"/30% ROW)
**All parking spaces to be located within 50 ft. of parking lot tree.			

File: Z:\2017\17026\Drawings\Zoning\Sheets\17026 CONCEPT LANDSCAPE PLAN
Plotted: 7/11/2018 10:43 AM, by Megan Hotcher. Sowed: 7/11/2018 10:41 AM, by Megan



ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:

08/07/2017

PROJECT NUMBER:

17127

REVISIONS

NO DATE

DRAWINGS ISSUED FOR:

SCHEMATIC

SHEET NUMBER

A3.4

BUILDING A
EXTERIOR ELEVATIONS

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MATERIAL PERCENTAGES TABLE (WEST)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	10,541	
FACADE (NO DOORS & WIN.)	6,771	
DOOR & WINDOWS S.F.	3,770	
NATURAL STONE	3,985	59%
STUCCO	2,786	41%



04 **BUILDING TYPE 'A' WEST ELEVATION**
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (NORTH)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	15,731	
FACADE (NO DOORS & WIN.)	10,351	
DOOR & WINDOWS S.F.	5,380	
NATURAL STONE	4,741	46%
STUCCO	5,610	54%



03 **BUILDING TYPE 'A' NORTH ELEVATION**
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (EAST)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	11,261	
FACADE (NO DOORS & WIN.)	7,360	
DOOR & WINDOWS S.F.	3,901	
NATURAL STONE	4,204	45%
STUCCO	5,088	55%



02 **BUILDING TYPE 'A' EAST ELEVATION**
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (SOUTH)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	16,547	
FACADE (NO DOORS & WIN.)	11,740	
DOOR & WINDOWS S.F.	4,807	
NATURAL STONE	5,650	48%
STUCCO	6,090	52%



01 **BUILDING TYPE 'A' SOUTH ELEVATION**
SCALE: 1/16" = 1'-0"



EXTERIOR FINISHES	
STUCCO	60%
STONE	40%
TOTAL	100%

04 **BUILDING 'B' - REAR ELEVATION**
SCALE: 1/4" = 1'-0"



03 **BUILDING 'B' - LEFT ELEVATION**
SCALE: 1/4" = 1'-0"



02 **BUILDING 'B' - RIGHT ELEVATION**
SCALE: 1/4" = 1'-0"



EXTERIOR FINISHES	
STUCCO	60%
STONE	40%
TOTAL	100%

01 **BUILDING 'B' - FRONT ELEVATION**
SCALE: 1/4" = 1'-0"

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Cross
architects

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SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:
08/07/2017

PROJECT NUMBER:
16721

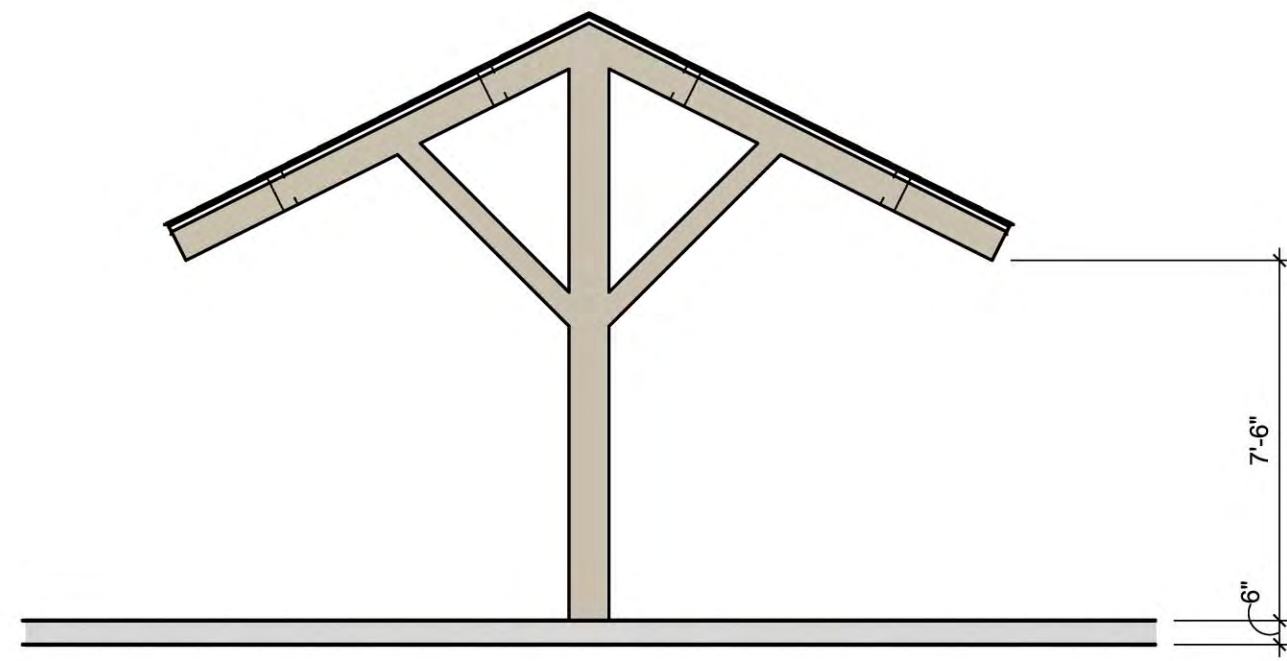
REVISIONS
NO DATE

DRAWINGS ISSUED FOR:
SCHEMATIC

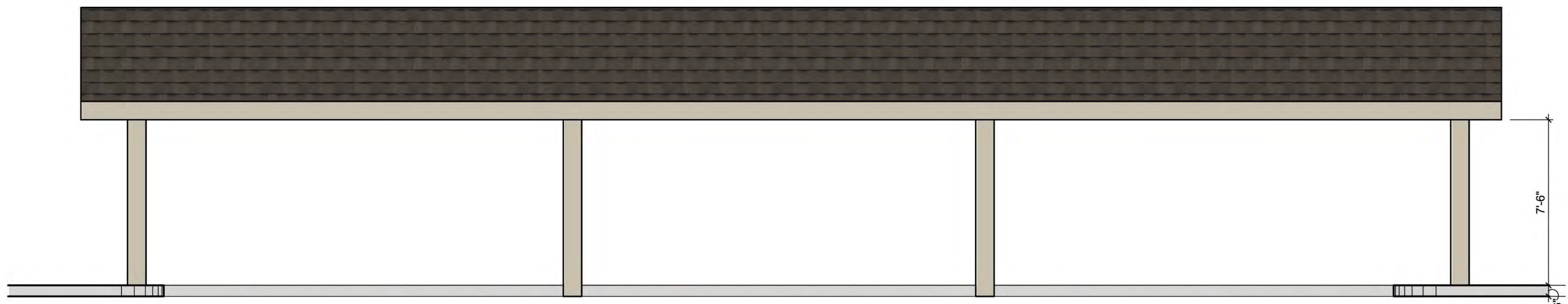
SHEET NUMBER

A4.1
BUILDING 'B'
ELEVATIONS

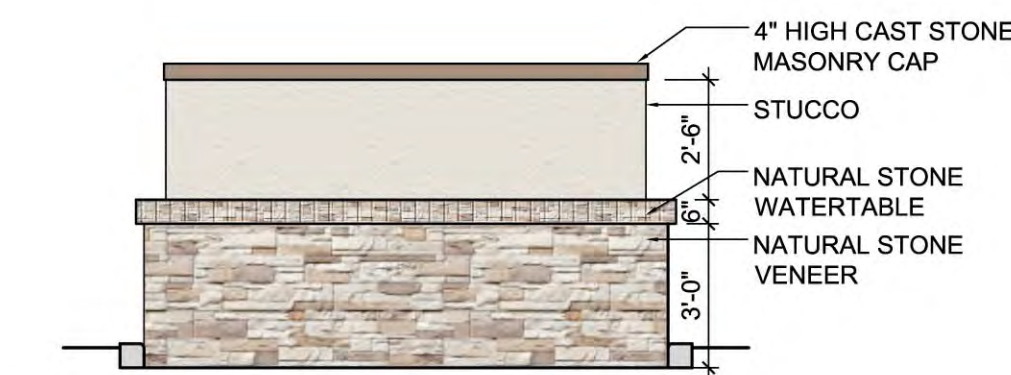
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09 6-BAY CARPORT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



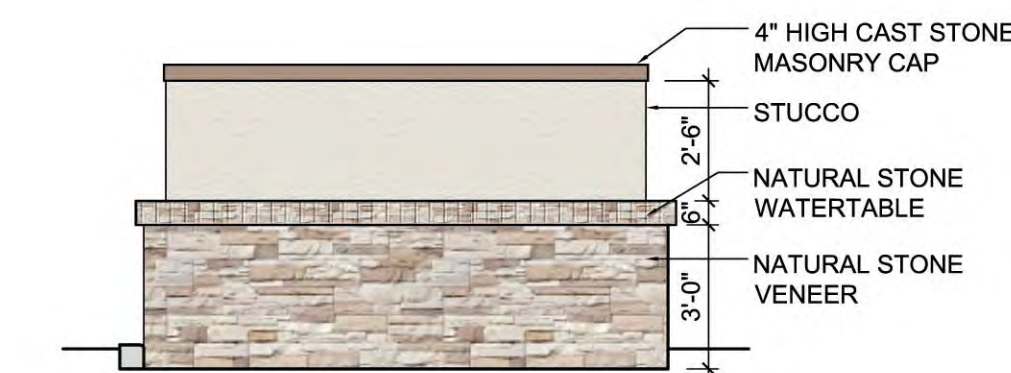
08 6-BAY CARPORT FRONT/REAR ELEVATION
SCALE: 1/4" = 1'-0"



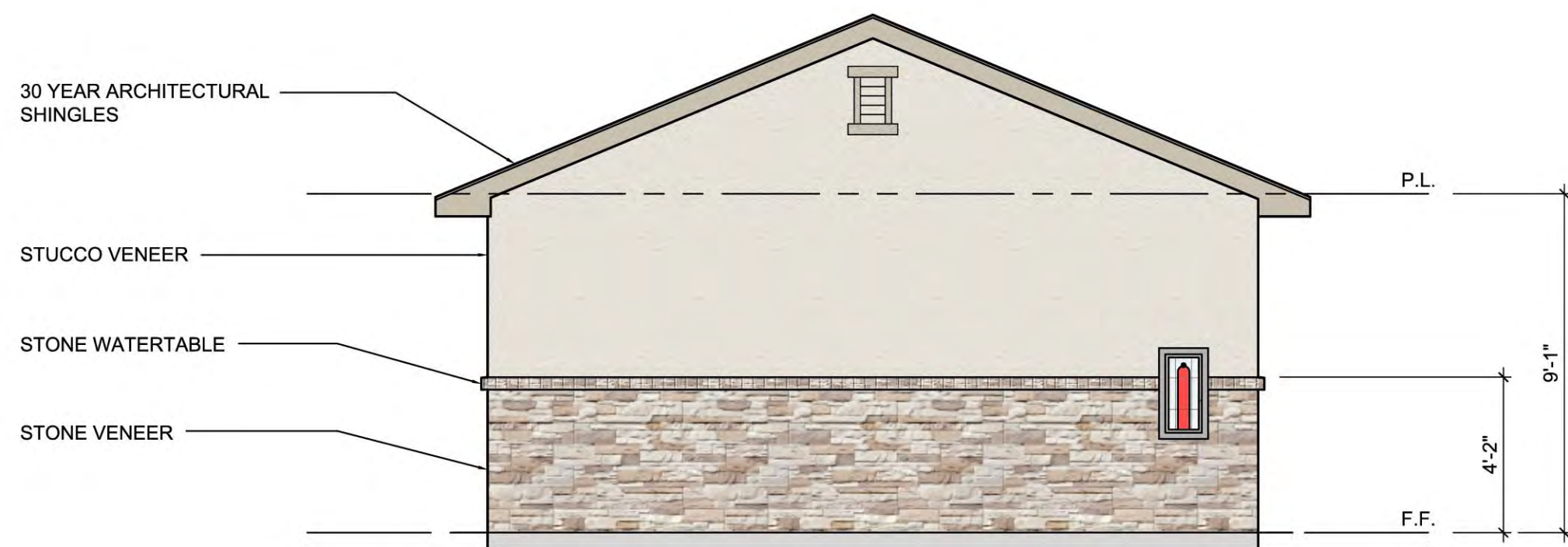
07 DUMPSTER ENCLOSURE ELEVATION - REAR
1/4" = 1'-0"



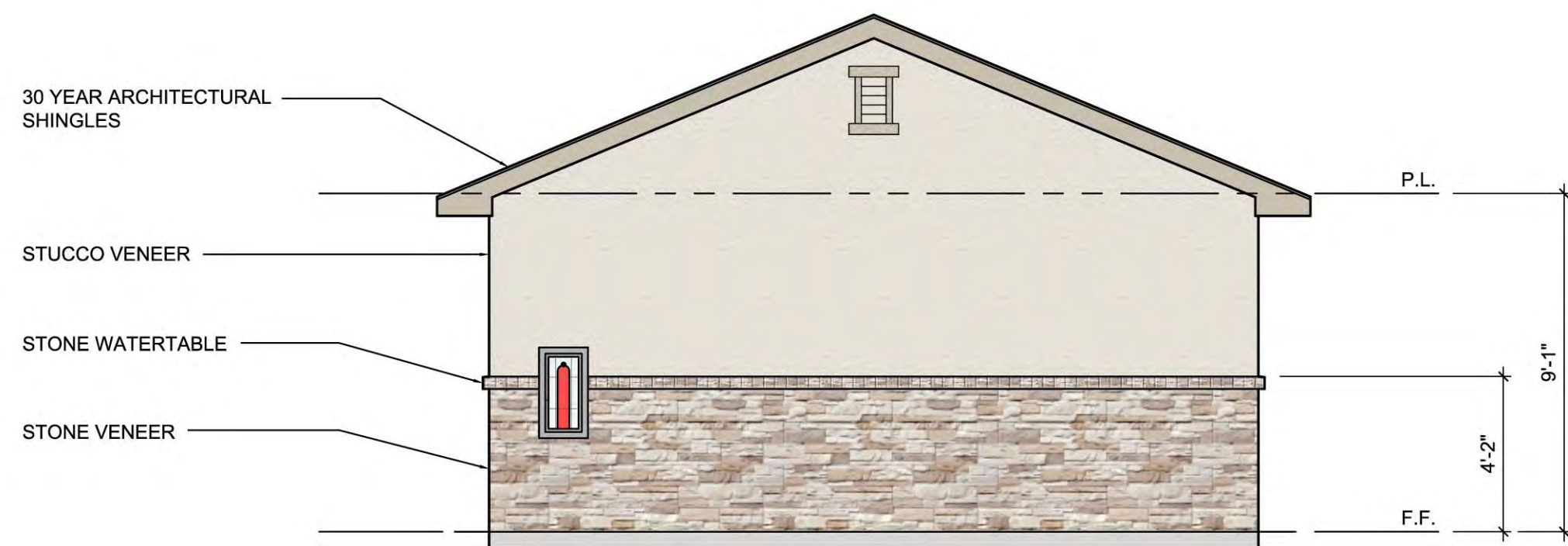
06 6-BAY GARAGE REAR ELEVATION
1/4" = 1'-0"



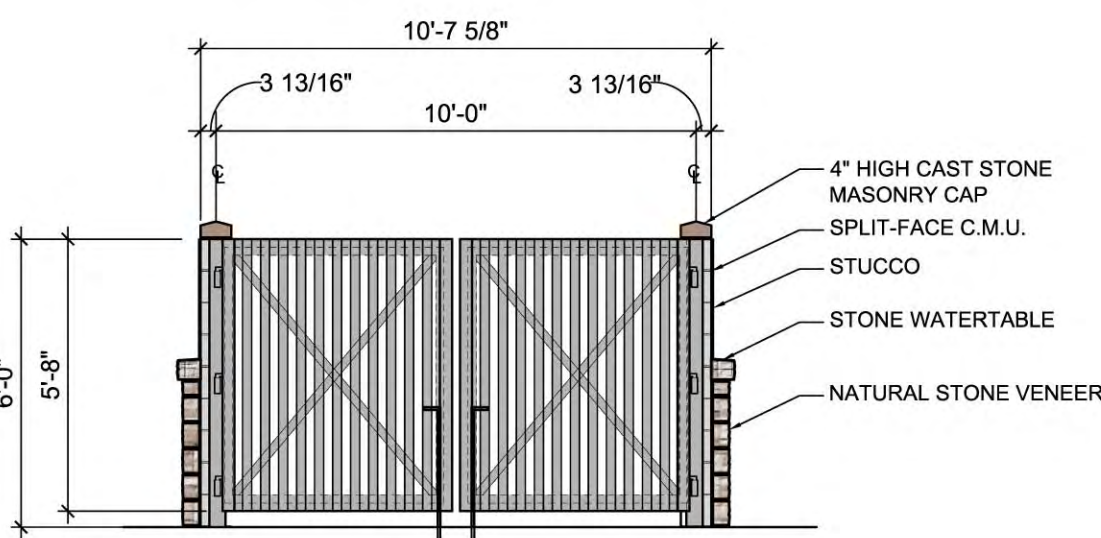
05 DUMPSTER ENCLOSURE ELEVATION - SIDE
1/4" = 1'-0"



04 6-BAY GARAGE SIDE ELEVATION
1/4" = 1'-0"



03 6-BAY GARAGE SIDE ELEVATION
1/4" = 1'-0"



02 DUMPSTER ENCLOSURE ELEVATION - FRONT
1/4" = 1'-0"



01 6-BAY GARAGE FRONT ELEVATION
1/4" = 1'-0"

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Cross
architects

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SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:
08/07/2017

PROJECT NUMBER:
16721

REVISIONS

NO DATE

DRAWINGS ISSUED FOR:
SCHEMATIC
SHEET NUMBER

A4.2
6-BAY GARAGE/
CARPORT
ELEVATIONS
COPYRIGHT © 2015

**Exhibit “B”
Development Standards**

**Planned Development District - 154 (PD-154)
NEM Senior Living**

The development on the property comprising approximately 9.149 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES. The following uses listed herein may be Permitted Uses:

1. Accessory use, general, subject to section 98-972
2. Church or rectory
3. Dwelling, multifamily, subject to Ordinance No. 07-17 for Senior Housing
4. Off-street parking, accessory
5. Park or playground, public
6. Swimming pool, private, subject to section 98-996

In addition to the Permitted Uses, the following accessory uses may also be permitted:

1. Carports/covered parking
2. Garages

B. SPECIFIC USES. The uses listed as Specific Uses in Multifamily District (MF) in the Town’s Zoning Ordinance shall be prohibited.

C. TEMPORARY USES. The uses listed as Temporary Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Multifamily District (MF) in the Town’s Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling.
2. Minimum floor area per unit. The minimum floor area per unit shall be 500 square feet. There shall be an average minimum floor area per unit of 850 square feet.
3. Minimum front yard. There shall be a minimum front yard of 60 feet along FM 2499.
4. Minimum side yard. There shall be no minimum side yard, subject to Compatibility setback.
5. Minimum rear yard. There shall be no minimum rear yard, subject to Compatibility setback.
6. Maximum height. There shall be a maximum height of 4 stories or 60 feet.

E. AMENITIES. The following amenities shall be required for this Planned Development:

1. Community pool with a minimum area of 1,000 square feet
2. A minimum of 5,000 square feet of indoor amenities to include:

- a. Clubhouse/Amenity Center
- b. Bistro
- c. Private dining area
- d. Beauty salon with barber shop
- e. TV Lounge/Theater
- f. Fitness center
- g. Dog spa
3. Access to public trails.
4. A minimum of two seating areas outside of the courtyard area consisting of at least two benches each; and a minimum of three seating areas inside the courtyard..
5. A minimum of three shade structures within the courtyard with a minimum area of 200 square feet for each structure.
6. Enhanced landscaping that includes seasonal plantings, groundcover, and/or shrubs with a minimum planting area of 7,000 square feet within the courtyard and a minimum planting area of 600 square feet outside the courtyard area.
7. Dog Park with a minimum area of 3,000 square feet.
8. The pool cabana shade structure shall include a grilling station/outdoor kitchen and seating areas.
9. Putting Green with a minimum area of 1,500 square feet.
10. Bocce Ball Court or some similar activity with a minimum area of 300 square feet.

F. LANDSCAPE STANDARDS.

1. Landscaping shall comply with the approved Concept Landscape Plan (Exhibit "D").

G. ARCHITECTURAL STANDARDS.

1. Building Elevation Profiles and roof form shall comply with the approved Concept Elevations (Exhibit "E").
2. Building elevations shall be articulated to meet or exceed the Town of Flower Mound's Urban Design Plan.

H. MISCELLANEOUS STANDARDS. This Planned Development shall be subject to the following parking standards:

1. The required parking shall be 1.21 parking spaces per unit.
2. The community shall be gated with private access and public access shall be provided to the adjacent property to the south.
3. With the first Site Plan or Replat application for any residential development, the Developer shall submit Covenants, Conditions and Restrictions ("Deed Restrictions") to the Town for the Town's review and approval that restrict the age of the residents within the development to persons age 55 or older in accordance with the provisions of the Housing for Older Persons Act of 1995, as amended, ("HOPA") established in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619)("FHA").
4. The development is subject to an approved developer's agreement.
5. Prior to the Planning and Zoning Commission's consideration of the replat application for the subject property, a flood study shall be approved by the Town staff in accordance with Sec. 90-403 and the fully developed floodplain shall be depicted on the plat and dedicated as a drainage/floodplain easement with a note regarding

perpetual maintenance of the said easement to be the responsibility of the property management company.

I. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Compatibility Buffer - Section 82-302. The compatibility buffer and the masonry wall requirements shall not apply along the eastern and northern property lines.
2. Compatibility Setback – Section 82-303. The compatibility setback for two or more stories requirement shall not apply to the buildings. However, a minimum 20-foot setback measured from the eastern PD boundary and a minimum 20-foot setback measured from the northern PD boundary shall be required.
3. Overhead Utilities. Approximately 26 linear feet of an existing guy wire that supports the overhead utility lines along FM 2499 shall not be required to be buried.
4. Fully Developed Floodplain - Section 90-403. Construction shall be permitted in a portion of the fully developed floodplain, but not within the FEMA floodplain.
5. Topographic Slope Protection - Section 98-147. This exception shall be limited to the proposed driveway located at the southwest corner of the site over an area approximately 0.029 acre and that no exception is granted for any other portions of the subject property.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 9.149 ACRES OF LAND SITUATED IN THE C. CHACON SURVEY, ABSTRACT NO. 299, FROM RETAIL DISTRICT-1 (R-1) TO PLANNED DEVELOPMENT DISTRICT NO. 154 (PD-154) WITH AGE-RESTRICTED, HIGH-DENSITY RESIDENTIAL USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 9.149 acres of land situated in the C. Chacon Survey, Abstract No. 299, has filed an application for a Zoning Planned Development amendment to change the zoning from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on September 24, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 1, 2018, with respect to the proposed planned development district as described herein; and,

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

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

ORDINANCE NO. _____**Page 2**

SECTION 1

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

Approximately 9.149 acres of land situated in the C. Chacon Survey, Abstract No. 299, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 154 (PD-154) with age-restricted, high-density residential uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 154 (PD-154), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 154 (PD-154).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 154 (PD-154), as set forth above.

SECTION 4

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

SECTION 5

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

SECTION 6

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

ORDINANCE NO. _____**Page 3****SECTION 7**

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

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

APPROVED:

Steve Dixon, **MAYOR****ATTEST:**

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A"**LEGAL DESCRIPTION**

9.149 Acres

Town of Flower Mound

Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the C. Chacon Survey, Abstract No. 299, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Minassian Properties, LLC, recorded in Clerk's File No. 98-R0113753, Real Property Records, Denton County, Texas, and being a portion of that certain tract of land described in deed to A. H. Crossett, recorded in Volume 446, Page 662, Deed Records, Denton County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2 inch rebar set with cap stamped (G&A Consultants) at the northwest corner of said Minassian Tract, being the southwest corner of Lot 1, Block A, College Parkway Right-of-Way and Lot 1, Block A of Gaston Park Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet M, Page 356, Plat Records, Denton County, Texas, and being on the northeast line of F.M. 2499;

THENCE N 89°34'01" E, with the south line of said Gaston Park Addition, and passing at a distance of 865.7 feet, a 60D nail, and continuing with said course a total distance of 965.00 feet, being in the south line of Lot 5, Block A, of Timberview Estates, Phase II, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet D, Page 335, Plat Records, Denton County, Texas, and being the northwest corner of that certain tract described in deed to John P. Reeder, recorded in Document No. 2007-134910, Official Records, Denton County, Texas, being in Timber Creek;

THENCE southeasterly with the east line of said Minassian tract and the west line of said Reeder tract, and with the meanders of said Timber Creek, the following six (6) calls:

S 06°26'00" W, a distance of 101.00 feet;

S 10°34'00" E, 56.00 feet;

S 57°34'00" E, 37.00 feet;

S 12°33'55" E, 94.00 feet;

S 09°26'00" W, 84.00 feet;

S 75°24'00" E, 103.19 feet, to a point in the north line of Lot 4X, Block A, of Lot 1, 2, 3 and 4X, Block A, Timber Creek Medical Plaza, 2163 acre tract out of the C. Chacon Survey, Abstract No. 229, an addition to the Town of Flower Mound, Denton county, Texas, according to the plat thereof recorded in Document No. 2015-307, Plat Records, Denton County, Texas;

THENCE S 89°36'04" W, 260.29 feet with a south line of said Minassian tract, and the north line of said Lot 4X to a 1/2" rebar found at the northwest corner thereof;

THENCE S 00°43'33" E, 211.64 feet with the east line of said Minassian tract, and the west line of said Lot 4X, to a 1/2" capped rebar set;

THENCE S 55°32'15" W, 206.03 feet with to the northeast line of said F.M. 2499;

THENCE with the northeast line of said F.M. 2499, the following:

N 37°37'11" W, 17.78 feet to a 1/2" capped rebar set (G&A Consultants);

N 42°42'11" W, 106.03 feet to a 1/2" rebar found;

N 45°35'08" W, 300.88 feet to a Texas Department of Transportation Monument found;

N 39°57'05" W, 200.60 feet to a Texas Department of Transportation Monument found;

N 45°38'25" W, 346.49 feet to the Point of Beginning, and containing approximately 9.149 acres of land.

Exhibit “B”
Development Standards

Planned Development District - 154 (PD-154)
NEM Senior Living

The development on the property comprising approximately 9.149 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES. The following uses listed herein may be Permitted Uses:

1. Accessory use, general, subject to section 98-972
2. Church or rectory
3. Dwelling, multifamily, subject to Ordinance No. 07-17 for Senior Housing
4. Off-street parking, accessory
5. Park or playground, public
6. Swimming pool, private, subject to section 98-996

In addition to the Permitted Uses, the following accessory uses may also be permitted:

1. Carports/covered parking
2. Garages

B. SPECIFIC USES. The uses listed as Specific Uses in Multifamily District (MF) in the Town’s Zoning Ordinance shall be prohibited.

C. TEMPORARY USES. The uses listed as Temporary Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Multifamily District (MF) in the Town’s Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling.
2. Minimum floor area per unit. The minimum floor area per unit shall be 500 square feet. There shall be an average minimum floor area per unit of 850 square feet.
3. Minimum front yard. There shall be a minimum front yard of 60 feet along FM 2499.
4. Minimum side yard. There shall be no minimum side yard, subject to Compatibility setback.
5. Minimum rear yard. There shall be no minimum rear yard, subject to Compatibility setback.
6. Maximum height. There shall be a maximum height of 4 stories or 60 feet.

E. AMENITIES. The following amenities shall be required for this Planned Development:

1. Community pool with a minimum area of 1,000 square feet
2. A minimum of 5,000 square feet of indoor amenities to include:

- a. Clubhouse/Amenity Center
- b. Bistro
- c. Private dining area
- d. Beauty salon with barber shop
- e. TV Lounge/Theater
- f. Fitness center
- g. Dog spa
- 3. Access to public trails.
- 4. A minimum of two seating areas outside of the courtyard area consisting of at least two benches each; and a minimum of three seating areas inside the courtyard..
- 5. A minimum of three shade structures within the courtyard with a minimum area of 200 square feet for each structure.
- 6. Enhanced landscaping that includes seasonal plantings, groundcover, and/or shrubs with a minimum planting area of 7,000 square feet within the courtyard and a minimum planting area of 600 square feet outside the courtyard area.
- 7. Dog Park with a minimum area of 3,000 square feet.
- 8. The pool cabana shade structure shall include a grilling station/outdoor kitchen and seating areas.
- 9. Putting Green with a minimum area of 1,500 square feet.
- 10. Bocce Ball Court or some similar activity with a minimum area of 300 square feet.

F. LANDSCAPE STANDARDS.

- 1. Landscaping shall comply with the approved Concept Landscape Plan (Exhibit "D").

G. ARCHITECTURAL STANDARDS.

- 1. Building Elevation Profiles and roof form shall comply with the approved Concept Elevations (Exhibit "E").
- 2. Building elevations shall be articulated to meet or exceed the Town of Flower Mound's Urban Design Plan.

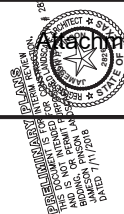
H. MISCELLANEOUS STANDARDS. This Planned Development shall be subject to the following parking standards:

- 1. The required parking shall be 1.21 parking spaces per unit.
- 2. The community shall be gated with private access and public access shall be provided to the adjacent property to the south.
- 3. With the first Site Plan or Replat application for any residential development, the Developer shall submit Covenants, Conditions and Restrictions ("Deed Restrictions") to the Town for the Town's review and approval that restrict the age of the residents within the development to persons age 55 or older in accordance with the provisions of the Housing for Older Persons Act of 1995, as amended, ("HOPA") established in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619)("FHA").
- 4. The development is subject to an approved developer's agreement.
- 5. Prior to the Planning and Zoning Commission's consideration of the replat application for the subject property, a flood study shall be approved by the Town staff in accordance with Sec. 90-403 and the fully developed floodplain shall be depicted on the plat and dedicated as a drainage/floodplain easement with a note regarding

perpetual maintenance of the said easement to be the responsibility of the property management company.

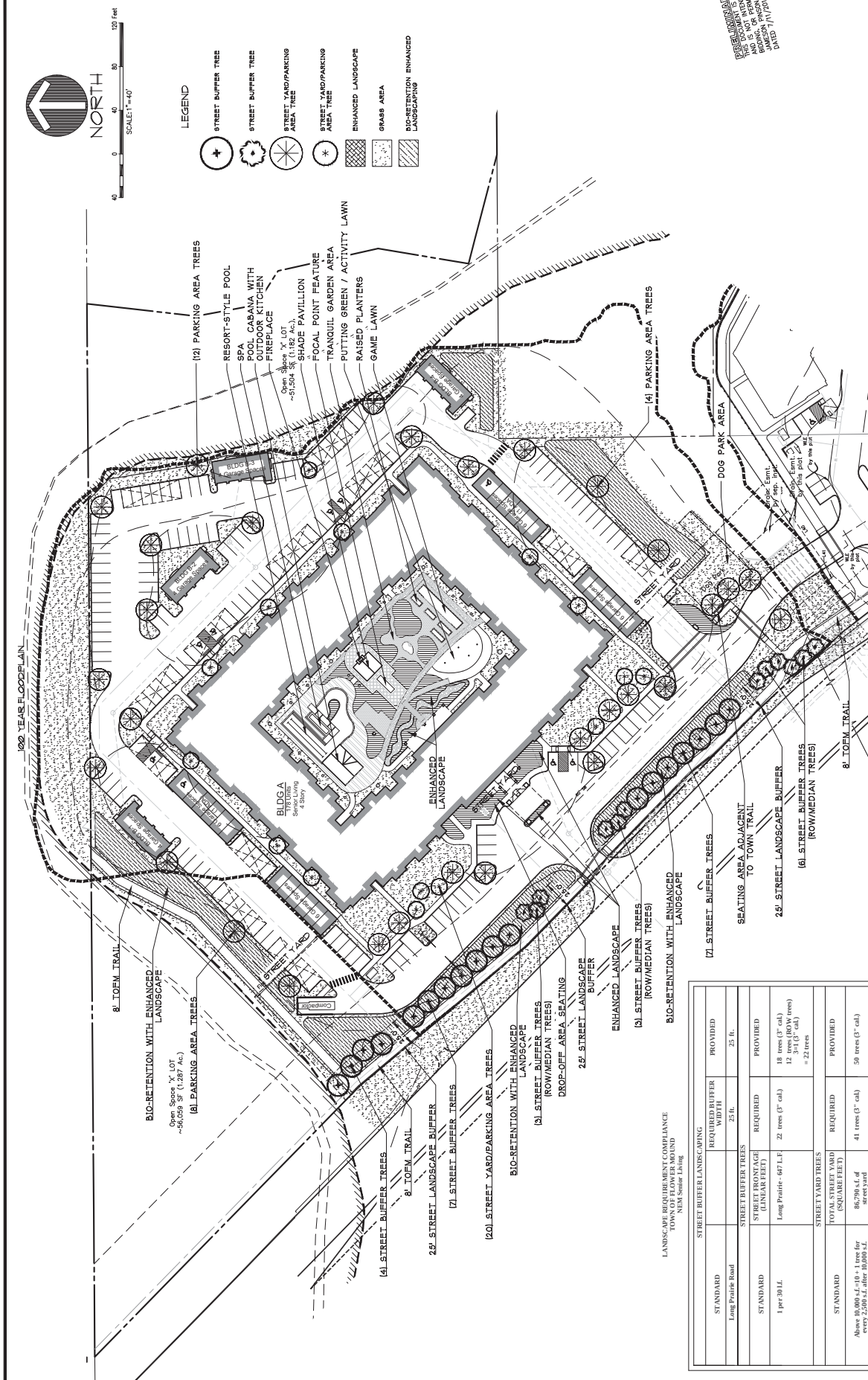
- I. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.
1. Compatibility Buffer - Section 82-302. The compatibility buffer and the masonry wall requirements shall not apply along the eastern and northern property lines.
 2. Compatibility Setback – Section 82-303. The compatibility setback for two or more stories requirement shall not apply to the buildings. However, a minimum 20-foot setback measured from the eastern PD boundary and a minimum 20-foot setback measured from the northern PD boundary shall be required.
 3. Overhead Utilities. Approximately 26 linear feet of an existing guy wire that supports the overhead utility lines along FM 2499 shall not be required to be buried.
 4. Fully Developed Floodplain - Section 90-403. Construction shall be permitted in a portion of the fully developed floodplain, but not within the FEMA floodplain.
 5. Topographic Slope Protection - Section 98-147. This exception shall be limited to the proposed driveway located at the southwest corner of the site over an area approximately 0.029 acre and that no exception is granted for any other portions of the subject property.





Drawn By: MH
Date: 04/03/2018
Scale: 1"=40'
Revisions:
03/29/2018
05/04/2018
06/08/2018

OWNER/DEVELOPER
J.E. DEVELOPMENT, LLC
806 N. CONAN AVE.
LEWISVILLE, TX 75067
PH. (469)598-8000



STREET BUFFER LANDSCAPING			
STANDARD	REQUIRED BUFFER WIDTH	PROVIDED	
Long Prairie Road	25 ft.	25 ft.	
STREET PLANTING TREES			
STANDARD	STREET BUFFER (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 ft.	Long Prairie: 467 ft.	21 trees (5" cal) 18 trees (7" cal) 12 trees (8.0W trees) 3+1 (5" cal) = 22 trees	
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SIDEWALK FEET)	REQUIRED	PROVIDED
Above 10,000 s.f. = 1 tree for every 2,000 s.f. (side yard)	86,790 s.f. of side yard	41 trees (5" cal)	50 trees (5" cal)
PARKING LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
50 ft. per 10 spaces	222 parking spaces	100 s.f.	224 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	222 parking spaces	23 trees (5" cal)	30 trees (5" cal) 30 trees (30" ROW trees) =39 trees (5"/30p. ROW)

**All parking spaces to be located within 50 ft. of parking lot trees.

[illegible]



04 BUILDING TYPE A' WEST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (WEST)		
	SQ. FT.	PERCENTAGE
TOTAL FACADE	10,541	
FACADE (NO DOORS & WIN.)	9,771	
DOOR & WINDOWS S.F.	3,770	
NATURAL STONE	3,386	59%
STUCCO	2,786	41%



03 BUILDING TYPE A' NORTH ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (NORTH)		
	SQ. FT.	PERCENTAGE
TOTAL FACADE	10,771	
FACADE (NO DOORS & WIN.)	10,303	
DOOR & WINDOWS S.F.	5,369	
NATURAL STONE	4,741	46%
STUCCO	5,610	54%



02 BUILDING TYPE A' EAST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (EAST)		
	SQ. FT.	PERCENTAGE
TOTAL FACADE	10,541	
FACADE (NO DOORS & WIN.)	7,200	
DOOR & WINDOWS S.F.	3,561	
NATURAL STONE	4,234	46%
STUCCO	3,086	30%



01 BUILDING TYPE A' SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (SOUTH)		
	SQ. FT.	PERCENTAGE
TOTAL FACADE	10,547	
FACADE (NO DOORS & WIN.)	11,240	
DOOR & WINDOWS S.F.	4,807	
NATURAL STONE	5,660	48%
STUCCO	6,086	50%

SENIOR LIVING
FLOWER MOUND, TEXAS

ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

Cross
architects

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Attachment 2: Draft Ordinance

DATE: 08/07/2017
PROJECT NUMBER: 16721

REVISIONS

NO. DATE

DRAWINGS BASED FOR

SCHEMATIC

SHEET NAME

A4.1

BUILDING

ELEVATION

COPYRIGHT © 2013





ARCHITECT:
CROSS ARCHITECTS, PLLC
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

SENIOR LIVING FLOWER MOUND, TEXAS

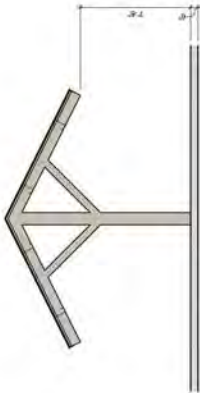
DATE: 08/07/2017
PROJECT NUMBER: 16721

REVISIONS
NO. DATE

Attachment 2: Draft Ordinance

SCHEMATIC
SHEET NUMBER

A4.2
6-BAY GARAGE/
CARPORT
ELEVATIONS
COMPASS P 201



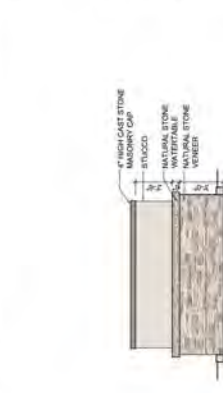
09 6-BAY CARPORT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



08 6-BAY CARPORT FRONT/REAR ELEVATION

SCALE: 1/4" = 1'-0"



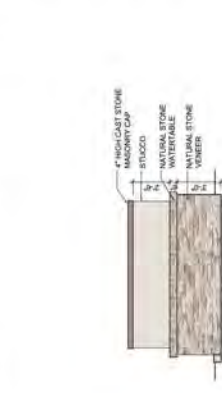
07 DUMPSTER ENCLOSURE ELEVATION - REAR

SCALE: 1/4" = 1'-0"



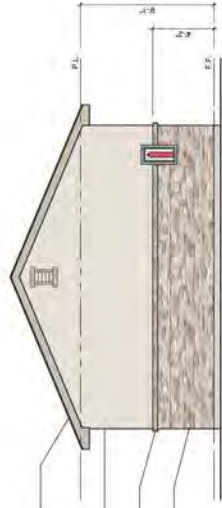
06 6-BAY GARAGE REAR ELEVATION

SCALE: 1/4" = 1'-0"



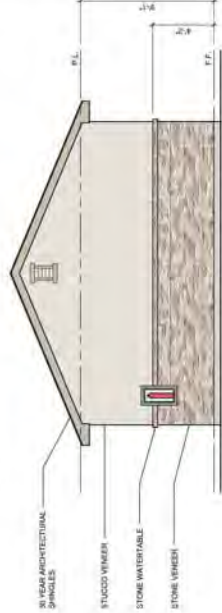
05 DUMPSTER ENCLOSURE ELEVATION - SIDE

SCALE: 1/4" = 1'-0"



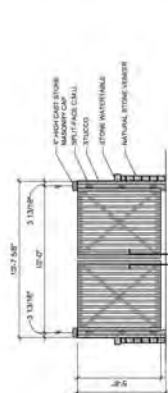
04 6-BAY GARAGE SIDE ELEVATION

SCALE: 1/4" = 1'-0"



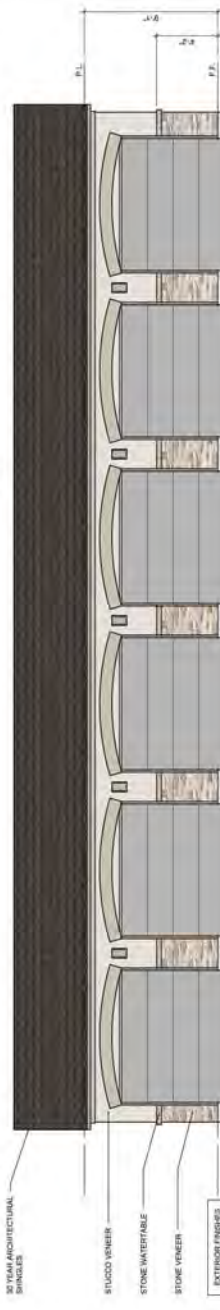
03 6-BAY GARAGE SIDE ELEVATION

SCALE: 1/4" = 1'-0"



02 DUMPSTER ENCLOSURE ELEVATION - FRONT

SCALE: 1/4" = 1'-0"



01 6-BAY GARAGE FRONT ELEVATION

SCALE: 1/4" = 1'-0"

PLACEHOLDER



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: October 1, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0006 – Townlake East) from Agricultural District (A) to Planned Development District No. 166 (PD-166) for a cluster development with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of 13.11 acres of Park Land Dedication and a Park Development Fee credit in the amount of \$77,728 for extensions of the Town's eight-foot-wide Hike and Bike Trail System. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 24, 2018, meeting.)***

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

ATTACHMENTS:

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

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

DRAFT MOTION: Move to approve a request for rezoning (ZPD18-0006 – Townlake East) from Agricultural District (A) to Planned Development District No. 166 (PD-166) for a cluster development with certain modifications and exceptions to the Code of Ordinances, and adopt an ordinance providing for said amendment, and acceptance of 13.11 acres of Park Land Dedication and a Park Development Fee credit in the amount of \$77,728 for extensions of the Town's eight-foot-wide Hike and Bike Trail System.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: September 24, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0006 – Townlake East) from Agricultural District (A) to Planned Development District No. 166 (PD-166) for a cluster development with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Cross Timbers Road and east of Flower Mound Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission.

This project has a companion Development Plan application (DP18-0005) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 89.92 acres of land in order to develop 56 residential lots in accordance with the cluster development option outlined in the Cross Timbers Conservation Development District (CTCDD) Area Plan in the Town's Master Plan (see below). The cluster development standards allow for lots that are smaller than the minimum two acres required by the existing Agricultural District (A) zoning.

The subject property has direct frontage along Flower Mound Road as well as Cross Timbers Road and is mostly undeveloped except for an existing operational gas well site. The surrounding property located on all four sides is primarily zoned Agricultural District (A) with a residential subdivision (Magnolia Park) to the southeast zoned Planned Development District No. 139 (PD-139) with Single-Family District-15 (SF-15) uses.

The accompanying concept plan (Attachment B(1)) depicts the subdivision design including the proposed lot layout and designated open space areas. The applicant is proposing a maximum of 56 developable single-family lots with a minimum lot size of one-half acre (21,780 square feet). The main entrance for the subdivision will be from Flower Mound Road with secondary access being provided from the Magnolia Park subdivision to the southeast. Since the property is located outside the Town's

wastewater service area, all proposed residential lots will contain individual septic systems.

On December 16, 2013, the Town Council approved Ordinance No. 64-13 which amended the CTCDD. The CTCDD is described in the Master Plan as:

“Predominantly residential development, typically being single family residential development at net densities no greater than one unit per two acres. Moderate increases in densities may be appropriate in combination with cluster developments, conservation easements and/or other conservation techniques that preserve the Cross Timbers ecosystem, other natural systems, and Scenic Corridors and Vistas. Commercial recreation uses, such as equestrian facilities, golf courses and other uses compatible with the conservation goals of the district are also suitable.

The Cross Timbers Conservation Development District Area Plan preserves the integrity of the largely intact Cross Timbers ecological area in central Flower Mound, which provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur. The area plan establishes development options within the district and identifies specific elements needing consideration.”

The Area Plan contains several development options for land within the Cross Timbers District; a cluster development is one of the options. Other options include:

- Retain all or part of the property for personal use.
- Develop all or part of the property at lot sizes larger than two acres, as permitted under the existing Agricultural zoning.
- Develop all or part of the property in Rural Development (lot sizes five acres or larger) that reflects the country atmosphere and natural environment of Flower Mound, as permitted under the existing Agricultural zoning.
- Develop the property as a conservation development (minimum lot size of one acre and minimum 50% open space).
- Develop all or part of the property as appropriate non-residential development.

The cluster development option is as follows:

“8. Develop the property as a cluster development. The intent of the clustering option is to **maximize open space conservation**, including preserving Scenic Corridors and Vistas, on a site by site basis to realize a community benefit that provides the Town with its unique country atmosphere and natural environment. The **continuation and/or connection of open space areas between adjacent developments are important** in protecting the ecological value in the District. Cluster developments may be allowed in the District and must demonstrate the following:

- a. **Density shall be commensurate with the quality and character of the open or natural lands conserved** and the extent to which the conserved land contributes to the preservation of the Cross Timbers Conservation

Development District's country character, including its open, natural, scenic and ecological values. Density will be evaluated on a project-by-project basis. The maximum density that can be granted for a cluster development can be no more than 1 unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density). For example, on a 100 acre development, the 100 acres is divided by 1.6 to produce 62 units or a 24% (12 unit) increase in density above the base density of 1:2 or 50 units.

- b. Minimum lot size is one-half acre or 21,780 square feet; however, any development shall contain a mixture of lot sizes and any development shall be cognizant of external adjacent lot sizes.
- c. Open space may be managed by a land trust, Homeowners Association, and/or the Town. Any development proposal must detail the perpetual maintenance and funding for the open space areas, which must be feasible and appropriate for the areas preserved. Recreational uses may be allowed which may be appropriate given the type, location, intensity, and adjacency. Any recreational use should be characteristic of the District, compatible with adjacent land uses and should be open to the public. Floodplain may be counted as open space.
- d. Cluster development shall demonstrate how the development provides an appropriate transition to existing land uses. Factors to be considered include lot sizes, intervening roadways, and use of open space, among other factors."

The gross land area for the proposed development is 89.92 acres. The applicant is proposing a density of 1 unit per 1.6 acres, which is the maximum allowed under the cluster development option. The applicant's Open Space plan indicates approximately 45.4 acres of land is being dedicated as open space (50.5%) The open space within the subdivision will be maintained by the Homeowner's Association. The applicant is also proposing to dedicate 13.11 acres of land to the Town as Park land. If the Town Council accepts this dedication, the Town will be responsible for its maintenance.

The applicant has provided landscaping, extension of the existing Town trail, and split rail fence along Cross Timbers Road in accordance with the Town's Urban Design standards. The width of the buffer along Flower Mound Road is 50 feet. A total of 105 specimen trees have been identified on the site, and the applicant is proposing to preserve all but 5 specimen trees at this time.

As a part of the cluster development process, an enhanced public notification process is required that mandates a minimum of two neighborhood meetings be held to discuss the project prior to the application being considered by the Planning and Zoning Commission. Anyone who has signed up online is invited to these meetings, as well as adjacent property owners and HOAs. The first informational meeting was held on May 15, 2018, and the second informational meeting was held on July 18, 2018.

On August 7, 2018, the Environmental Conservation Commission (ECC) reviewed a proposed concept plan depicting open space areas and recommended approval. On the same agenda, the ECC recommended approval of a permit to remove five specimen trees on the site. The items will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the August 7, 2018, ECC meeting is:

<http://flowermoundtx.swagit.com/play/08072018-1335/8/>

On September 6, 2018, the Parks Board recommended approval to Town Council dedication of 13.11 acres of land, and a Park Development Fee credit for extensions of the Town's 8' wide Hike and Bike Trail System in the amount of \$77,728.00. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the September 6, 2018, Parks Board meeting is:

<http://flowermoundtx.swagit.com/play/09062018-917/11/>

On June 20, 2018, the Oil and Gas Board of Appeals approved a request from Toll Dallas Tx, LLC., for a variance from Section 34-422(c)(4), as set forth in Ordinance No. 23-07, Section 34-422(c)(4) of the Town's Code of Ordinances. The request was to decrease new construction setback requirements for new roadway construction from the existing Bunn natural gas wells and surface equipment, which pad site was permitted prior to the Town's current regulations. The applicant is requesting to reduce the setback to the proposed subdivision roadways to approximately 400 feet for a road located west of the pad site and approximately 460 feet for a road located east of the pad site.

The link to the June 20, 2018, Oil and Gas Board of Appeals meeting is:

<http://flowermoundtx.swagit.com/play/06202018-1165/6/>

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, the Town had received one correspondence in opposition and no correspondence in support to the request. All correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

B. Application Details

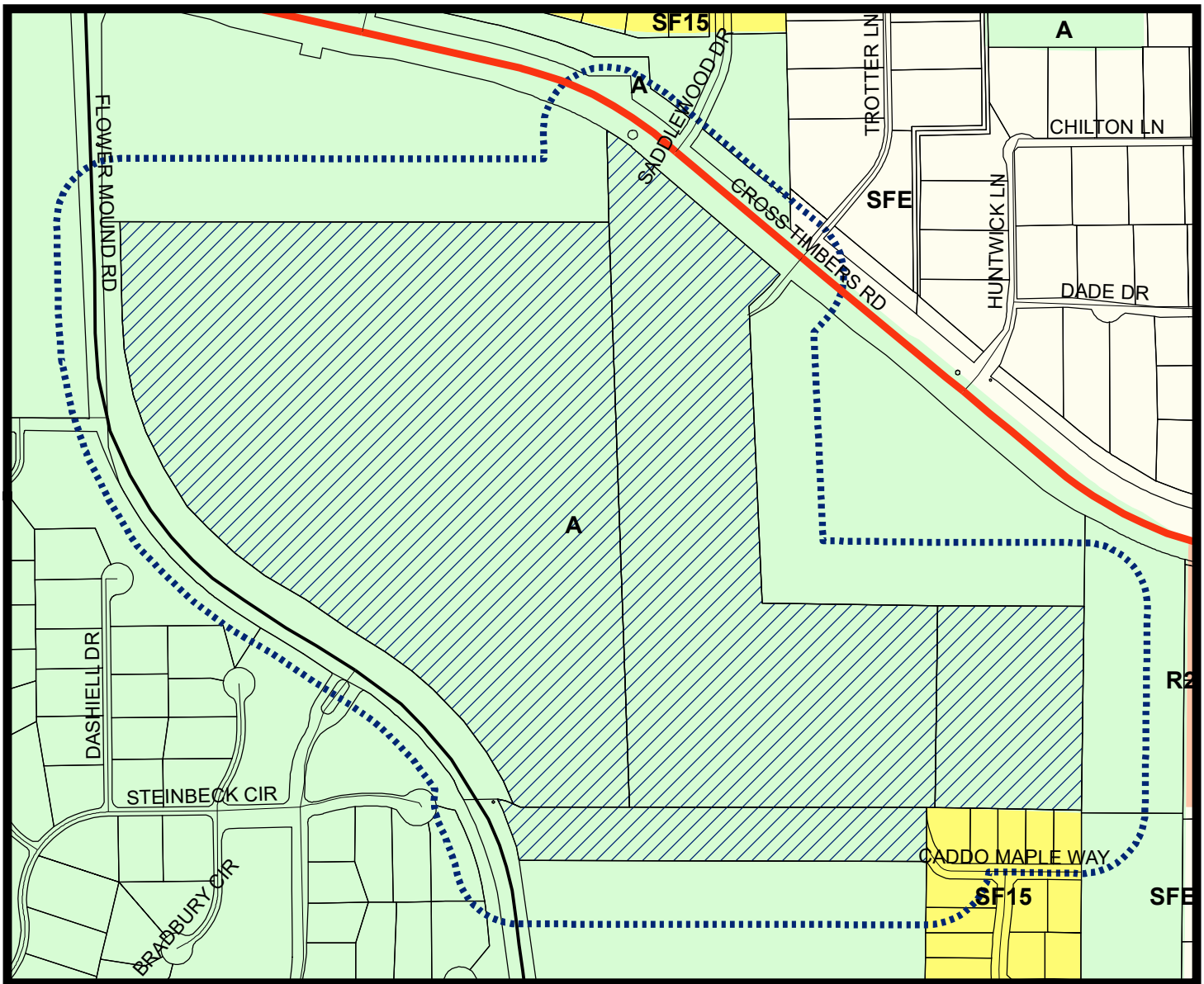
1. Zoning Planned Development Package

2. Draft Development Standards
3. Draft Open Space Management Plan



Vicinity Map

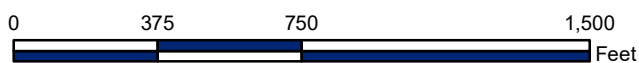
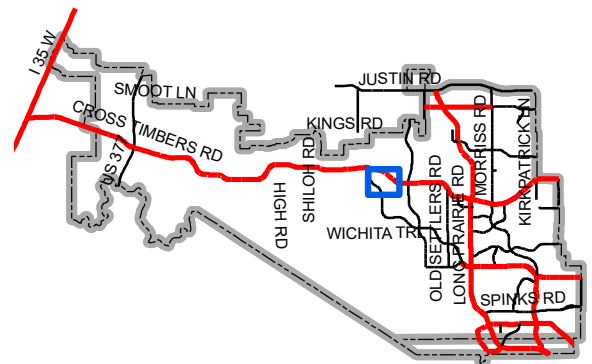
Reference Project: ZPD18-0006 & DP18-0005



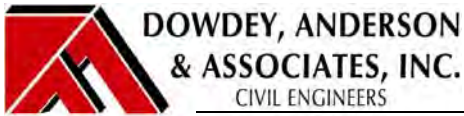
LEGEND

Agriculture
 Single Family 15
 Single Family Estate

Subject Property
 200 ft Notification Buffer around Property



Map Location



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

September 10, 2018

Chuck Russell
Planning Services
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Townlake Phase Four(DAA No.12004E)
Flower Mound, Texas

Dear Mr. Russell,

On behalf of our client, Toll Brothers, please accept this letter as our Letter of Intent to describe and explain the requested Development Plan and Zoning Planned Development.

Townlake Phase Four is a 89.924 acre tract located within the Cross Timbers Conservation Development District (CTCDD). The property was amended to the Town's Master Plan in December 2013 in the Cross Timbers Conservation Development District Area Plan, Paragraphs 8(a-e) in Section 2.0, Area Plans, of the Master Plan; Ordinance No. 64-13. The tract is identified on the Town's Master Land Use Plan for Agriculture in the Cross Timbers Conservation Development District. The existing zoning is AG and the use is consistent with the existing zoning.

A proposed Cluster Development Zoning PD application for the subject tract is under formal review by Town staff. The existing land use for the property is compatible with Master Plan, Ordinance No. 64-13 for cluster and conservation development within the Cross Timber Conservation Development Area.

The attached Development Plan proposes 56 residential lots and 8 common area lots across the site's 89.924 acres and conforms to the corresponding Zoning Concept Plan under review. The plan also conforms to the Town's Development Code and we are not requesting any additional variances. It is anticipated the proposed site will not be phased for development, but will be determined at the time of Final Plat and Construction Documentation given relevant market demands. We have provided for landscape buffers, future right-of-way dedications and two points of access for safety considerations.

The subject property has numerous protected trees, both specimen and non-specimen, as indicated on the tree survey included with our application. Any potential specimen trees identified on the site for a removal permit request to the Flower Mound Town ECC Board shall accompany the Development Plan review process. We view the trees as an asset and we have worked extensively to preserve them, where possible, through creative planning and engineering.

Please contact Michael Dowdey or myself should you have any questions regarding this request. Thank you.

Sincerely,

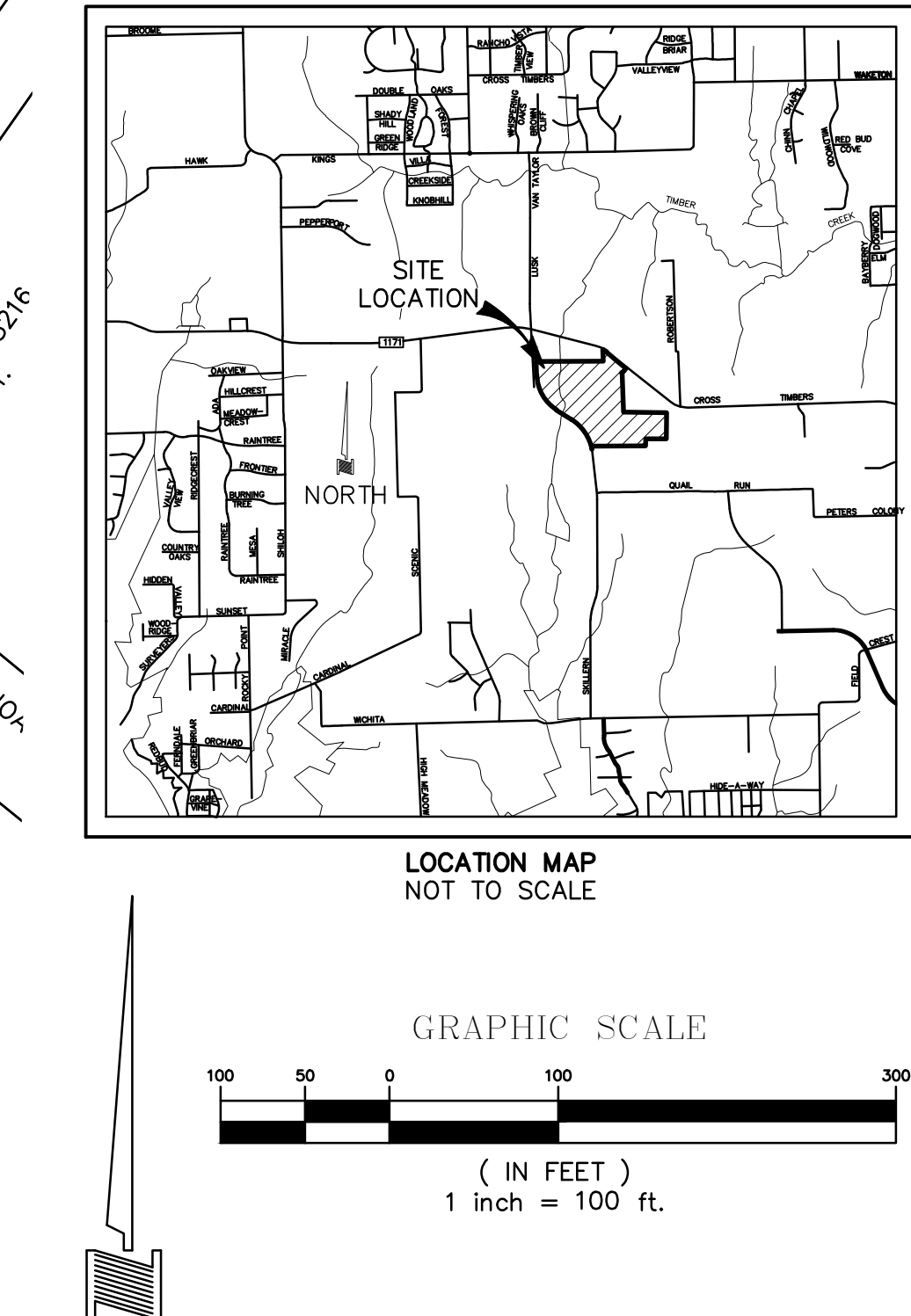
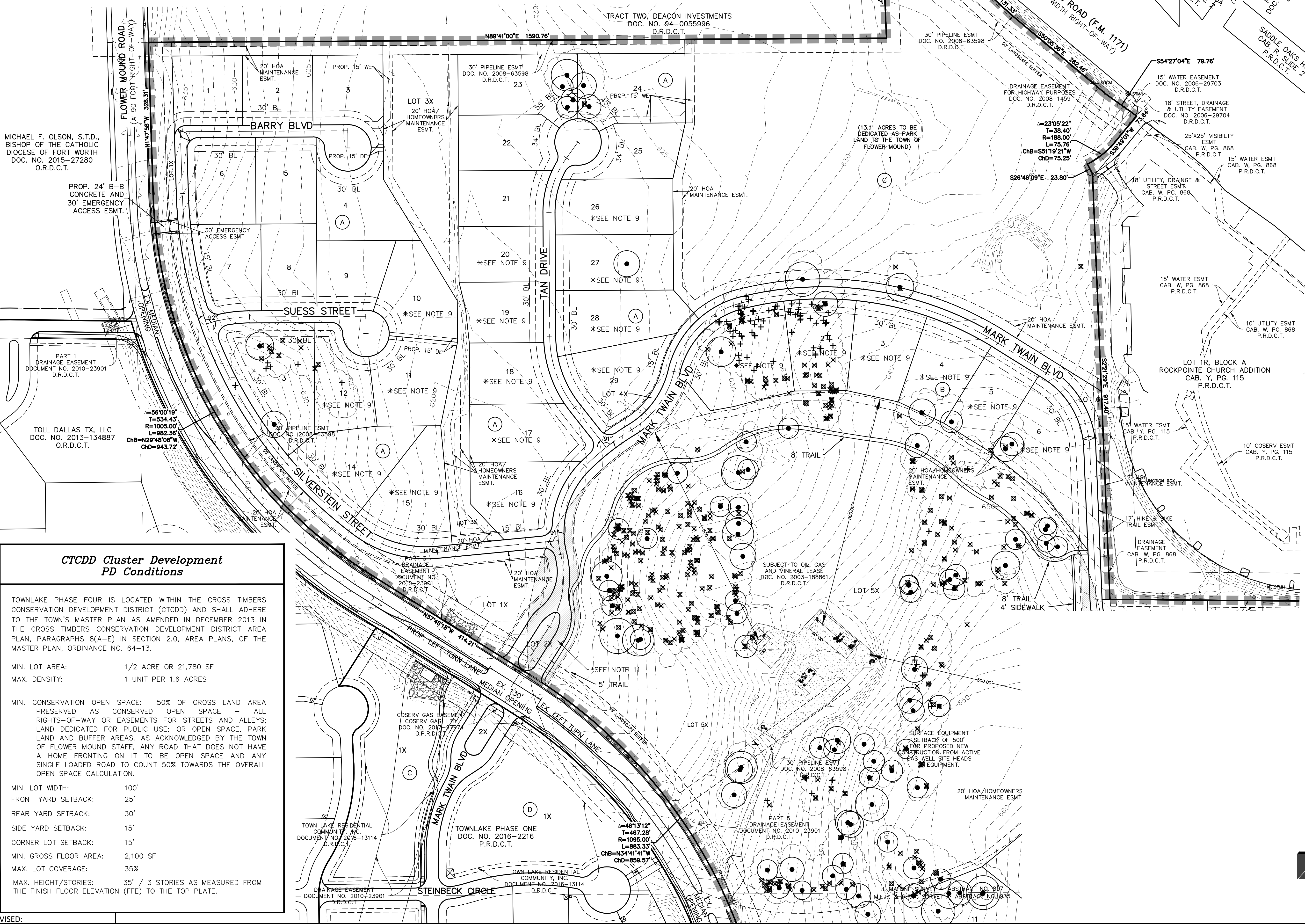
Thomas D. Moss, P.E.

Cc: Rob Paul, & Mike Boswell – Toll Brothers;
File;

TOWNLAKE PHASE FOUR:

MASTER PLAN FEATURES	
LAND USE PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
URBAN DESIGN PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
PARKS AND TRAILS	A PARK IS LOCATED EAST AND SOUTH OF TOWNLAKE PHASES ONE THRU THREE. A MULTI-PURPOSE TRAIL AND EQUESTRIAN TRAIL BISECT TOWNLAKE PHASES ONE THRU THREE AND PARALLEL FLOWER MOUND ROAD. THE ANCIENT CROSS TIMBERS ECOLOGICAL REGION
OPEN SPACE PLAN	THE ANCIENT CROSS TIMBERS ECOLOGICAL REGION
THOROUGHFARE PLAN	FLOWER MOUND ROAD (MAJOR ARTERIAL) CROSS TIMBERS ROAD (MAJOR ARTERIAL)
WATER PLAN	12' WITHIN FLOWER MOUND ROAD (FM 3040), CROSS TIMBERS ROAD (FM 1171), & QUAIL RUN
WASTEWATER	NO SEWER SERVICE
ECONOMIC IMPACT	

Attachment B(1): Zoning Planned Development Package



LEGEND	
WE	WATERLINE EASEMENT
DE	DRAINAGE EASEMENT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
---	BUILDING LINE
---	LOT LINE
---	TREE LINE
●	SPECIMEN TREE
×	PROTECTED (NON-SPECIMEN) TREE
+	TREE TO BE REMOVED
■	PROPOSED ZONING PLANNED DEVELOPMENT AREA

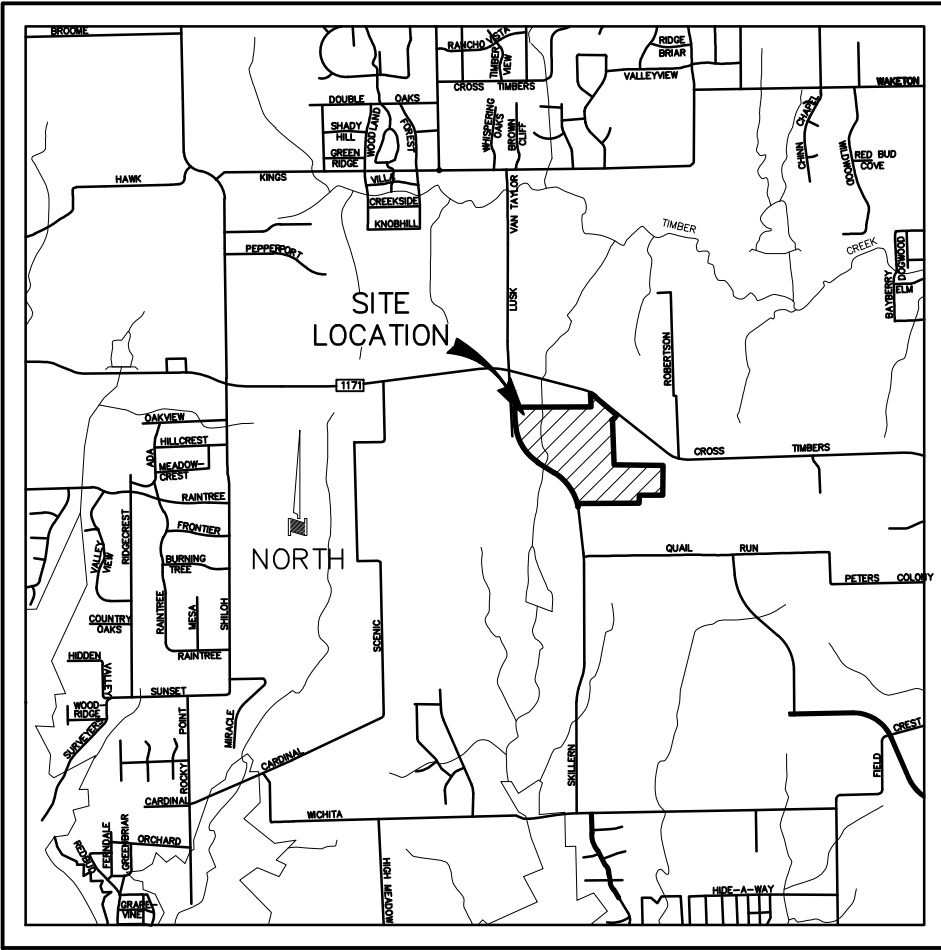
ZONING PLANNED DEVELOPMENT
A CLUSTER DEVELOPMENT ~ 89.924 ACRES
56 RESIDENTIAL LOTS 8 OPEN SPACE LOTS
CONCEPT PLAN
TOWNLAKE PHASE FOUR
AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS
SEPTEMBER 2018 SCALE: 1"=100'
CASE NO. ZPD18-0006
OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051
PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

CTCDD Cluster Development PD Conditions	
TOWNLAKE PHASE FOUR IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN DECEMBER 2013 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, PARAGRAPHS 8(A-E) IN SECTION 2.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 64-13.	
MIN. LOT AREA:	1/2 ACRE OR 21,780 SF
MAX. DENSITY:	1 UNIT PER 1.6 ACRES
MIN. CONSERVATION OPEN SPACE: 50% OF GROSS LAND AREA PRESERVED AS CONSERVED OPEN SPACE - ALL RIGHTS-OF-WAY OR EASEMENTS FOR STREETS AND ALLEYS; LAND DEDICATED FOR PUBLIC USE; OR OPEN SPACE, PARK LAND AND BUFFER AREAS, AS ACKNOWLEDGED BY THE TOWN OF FLOWER MOUND STAFF, ANY ROAD THAT DOES NOT HAVE A HOME FRONTING ON IT TO BE OPEN SPACE AND ANY SINGLE LOADED ROAD TO COUNT 50% TOWARDS THE OVERALL OPEN SPACE CALCULATION.	
MIN. LOT WIDTH:	100'
FRONT YARD SETBACK:	25'
REAR YARD SETBACK:	30'
SIDE YARD SETBACK:	15'
CORNER LOT SETBACK:	15'
MIN. GROSS FLOOR AREA:	2,100 SF
MAX. LOT COVERAGE:	35%
MAX. HEIGHT/STORIES:	35' / 3 STORIES AS MEASURED FROM THE FINISH FLOOR ELEVATION (FFE) TO THE TOP PLATE.

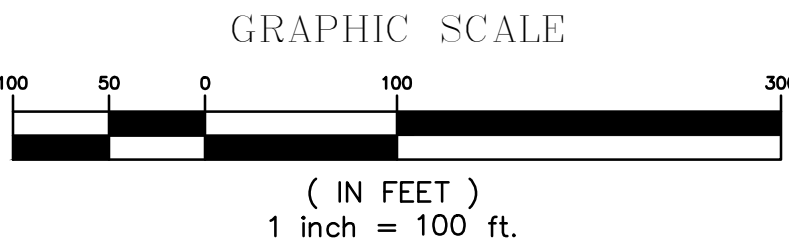
REVISED:

NOTES:

1. THIS PROPERTY IS SUBJECT TO PD _____
2. THIS PROPERTY IS SUBJECT TO THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, PARAGRAPHS 8(A-E), SECTION 2.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 64-13.
 - 2.1. THE MAXIMUM SHALL BE NO MORE THAN 1 DWELLING UNIT PER 1.6 ACRES (89,924/1.6=56 UNITS).
 - 2.2. AS A CLUSTER DEVELOPMENT, PD-_____ SHALL HAVE A MINIMUM OF FIFTY PERCENT (50% OF THE GROSS LAND AREA PRESERVED AS OPEN SPACE FOR THE DEVELOPMENT.
3. PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
4. LANDSCAPE BUFFER LOTS, OPEN SPACE LOTS, AND DRAINAGE EASEMENTS SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.
5. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF TUBULAR STEEL.
6. UPKEEP AND MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER AND SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
 - 6.1. GRASS AND GROUND COVER SHALL BE KEPT TO A HEIGHT REQUIRED BY THE TOWN ORDINANCE.
 - 6.2. THE DETENTION FACILITY SHALL BE KEPT FREE OF DEBRIS AND LITTER, WITH PARTICULAR ATTENTION GIVEN TO KEEPING THE OUTLET STRUCTURE CLEAR AT ALL TIMES.
 - 6.3. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE FACILITY AS REQUIRED TO ENSURE THAT THERE IS NO REDUCTION IN FUNCTION OR DETENTION CAPACITY.
7. NO DUMPING OF ANY TYPE IS PERMITTED WITHIN THE PRIVATE DRAINAGE EASEMENT AREA.
8. THE EMERGENCY ACCESS DRIVE WITHIN COMMON AREA LOT 1X, BLOCK A SHALL BE CONSTRUCTED OF ENHANCED PAVING SUCH AS STAMPED CONCRETE WITH MOUNTABLE CURB CAPABLE OF SUPPORTING 85,000 POUNDS, SHALL BE MAINTAINED BY THE HOA, AND SHALL BE EQUIPPED WITH PROPER SIGNAGE AND BARRICADES.
9. PER SEC. 34-422(C)(4) OIL AND GAS WELL PERMIT OF THE OIL & GAS DRILLING ORDINANCE; THE IDENTIFIED TRACT OR LOT IS LOCATED LESS THAN ONE THOUSAND FEET (1,000') FROM AN EXISTING OIL OR GAS WELL AND IS SUBJECT TO THE CODES AND ORDINANCES OF THE TOWN OF FLOWER MOUND.
10. PER SEC. 34-454 (E) & (F) GENERAL REQUIREMENTS AND MINIMUM DESIGN STANDARDS OF THE PIPELINE ORDINANCE; TOLL DALLAS TX LLC, BY AND THROUGH ITS DULY UNDERSIGNED AND AUTHORIZED OFFICER, DOES HEREBY STATE THAT IT FULLY REALIZES THAT IT IS APPLYING FOR A PERMIT FROM THE TOWN OF FLOWER MOUND TO BUILD WITHIN ONE HUNDRED FEET (100') OF AN EXISTING OIL OR GAS PIPELINE OR PIPELINE EASEMENT, AND THAT THE TOWN OF FLOWER MOUND CONSIDERS BUILDING NEAR SUCH PIPELINE OR PIPELINE EASEMENT TO HAVE CERTAIN INHERENT DANGERS, INCLUDING, BUT NOT LIMITED TO, EXPLOSION AND RELEASE OF NOXIOUS, TOXIC AND FLAMMABLE SUBSTANCES. FOR THE AFOREMENTIONED REASONS, TOLL DALLAS TX LLC, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE AND AGREES TO FOREVER HOLD HARMLESS THE TOWN OF FLOWER MOUND, TEXAS, ITS OFFICERS, OFFICIALS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL LIABILITY IN ANY WAY ARISING FROM THE BUILDING, USE OR HABITATION OF THE STRUCTURE(S) DESCRIBED IN THE SAID PERMIT.
11. PER THE OIL & GAS BOARD OF APPEALS MEETING HELD ON JUNE 20, 2018, AN APPROVAL WAS GRANTED TO TOLL DALLAS TX LLC, FOR THE VARIANCE FROM SECTION 34-422(C)(4), AS SET FORTH IN ORDINANCE NO. 23-07 ADOPTED BY TOWN COUNCIL. THIS APPROVAL OF VARIANCE ALLOWS THE DECREASE OF THE 500 FOOT SETBACK TO APPROXIMATELY 400 FEET ON THE WEST SIDE OF THE PAD SITE & APPROXIMATELY 460 FEET ON THE EAST SIDE OF THE PAD SITE. THIS VARIANCE ALLOWS UP TO 50,000 SQUARE FEET OF LAND FOR PROPOSED PAVEMENT & EASEMENTS TO BE PERMITTED WITHIN THE 500 FOOT SETBACK.



LOCATION MAP
NOT TO SCALE



LEGEND

- | | |
|--------------|--|
| WE | WATERLINE EASEMENT |
| DE | DRAINAGE EASEMENT |
| D.R.D.C.T. | DEED RECORDS, DENTON COUNTY, TEXAS |
| P.R.D.C.T. | PLAT RECORDS DENTON COUNTY, TEXAS |
| O.P.R.D.C.T. | OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS |
| --- | BUILDING LINE |
| --- | LOT LINE |
| --- | TREE LINE |
| ● | SPECIMEN TREE |
| × | PROTECTED (NON-SPECIMEN) TREE |
| + | TREE TO BE REMOVED |
| ■ | PROPOSED ZONING PLANNED DEVELOPMENT AREA |

ZONING PLANNED DEVELOPMENT
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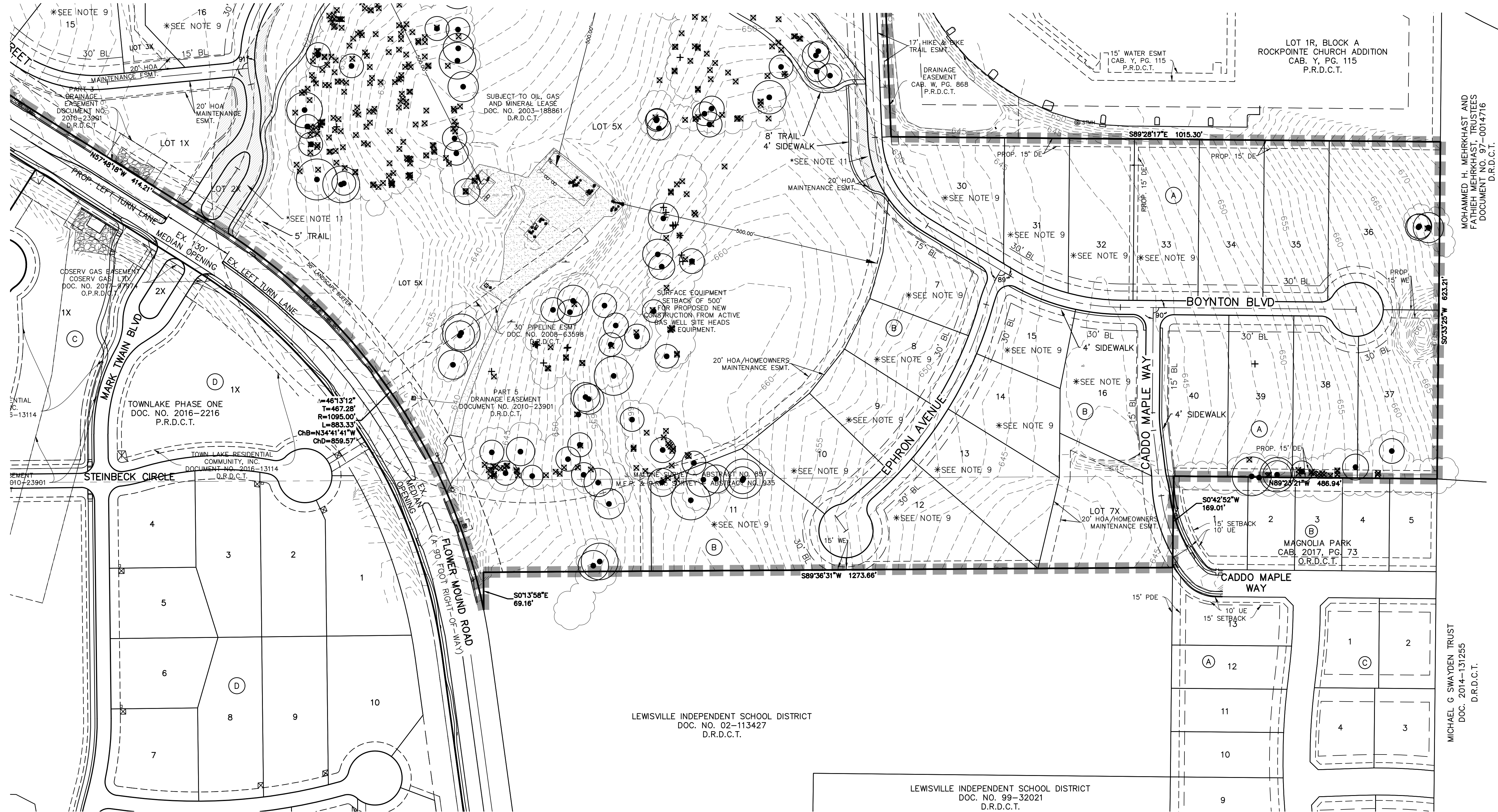
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J. MALONE SURVEY ~ ABSTRACT NO. 857
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DENTON COUNTY, TEXAS

SEPTEMBER 2018 SCALE: 1"=100'

CASE NO. ZPD18-0006

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

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



REVISED:

LEGAL DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

BEING A TRACT OF LAND SITUATED IN THE J. MALONE SURVEY, ABSTRACT NO. 857 AND THE M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 935, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO JANET F. BUNN, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 4945, PAGE 1458, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS PART 2 IN DEED TO JANET F. ACKER, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2010-23898, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 1616, PAGE 523, DEED RECORDS, DENTON COUNTY, TEXAS FOR THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO LEWISVILLE INDEPENDENT SCHOOL DISTRICT, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 5167, PAGE 418, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 36 MINUTES 31 SECONDS WEST, WITH THE NORTH LIEN OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT, A DISTANCE OF 1,273.70 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE NORTHWEST CORNER OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT;

THENCE SOUTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, WITH THE WEST LINE OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT, A DISTANCE OF 69.17 FEET TO A POINT FOR THE INTERSECTION OF SAID WEST LINE WITH THE EAST LINE OF FLOWER MOUND ROAD, A 90 FOOT RIGHT-OF-WAY, AS DESCRIBED IN DEED TO THE TOWN OF FLOWER MOUND, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2010-23899, DEED RECORDS, DENTON COUNTY, TEXAS, SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 13 MINUTES 12 SECONDS, A RADIUS OF 1,095.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 41 MINUTES 41 SECONDS WEST, 859.57 FEET;

THENCE NORTHERLY, WITH SAID EAST LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTHWESTERLY, WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 883.33 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 48 MINUTES 18 SECONDS WEST, A DISTANCE OF 414.21 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 56 DEGREES 00 MINUTES 19 SECONDS, A RADIUS OF 1,005.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 48 MINUTES 08 SECONDS WEST, 943.72 FEET;

NORTHWESTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 982.36 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 47 MINUTES 58 SECONDS WEST, A DISTANCE OF 328.31 FEET TO A POINT FOR THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO METRO INVESTMENTS, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 656, PAGE 303, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST, LEAVING SAID EAST LINE AND WITH SAID SOUTH LINE, A DISTANCE OF 1,590.76 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE SOUTHEAST CORNER OF SAID METRO INVESTMENTS TRACT;

THENCE NORTH 02 DEGREES 17 MINUTES 37 SECONDS WEST, WITH THE EAST LINE OF SAID METRO INVESTMENTS TRACT, A DISTANCE OF 274.67 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK STAMPED '5093' FOUND FOR THE INTERSECTION OF SAID EAST LINE WITH THE SOUTHWESTERLY LINE OF FARM TO MARKET ROAD NO. 1171, A VARIABLE WIDTH RIGHT-OF-WAY, SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 29 MINUTES 39 SECONDS, A RADIUS OF 1,373.57 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57 DEGREES 03 MINUTES 16 SECONDS EAST, 107.71 FEET;

THENCE SOUTHEASTERLY, WITH SAID SOUTHWESTERLY LINE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTHEASTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 107.74 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 125.35 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK FOUND FOR CORNER;

SOUTH 47 DEGREES 54 MINUTES 44 SECONDS EAST, A DISTANCE OF 131.33 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER;

SOUTH 50 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 262.46 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK FOUND FOR CORNER;

SOUTH 54 DEGREES 27 MINUTES 04 SECONDS EAST, A DISTANCE OF 79.76 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER;

THENCE SOUTH 39 DEGREES 49 MINUTES 01 SECONDS WEST, LEAVING SAID SOUTHWESTERLY LINE, A DISTANCE OF 73.64 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23 DEGREES 05 MINUTES 22 SECONDS, A RADIUS OF 188.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 19 MINUTES 21 SECONDS WEST, 75.25 FEET;

THENCE SOUTHWESTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 75.76 FEET TO AN 'X' FOUND IN CONCRETE FOR CORNER;

THENCE SOUTH 26 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 23.80 FEET TO AN 'X' FOUND IN CONCRETE FOR CORNER;

THENCE SOUTH 02 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 917.40 FEET TO A 1/2 INCH IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED 'G&A' FOUND FOR THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROCKPOINTE CHURCH OF DENTON COUNTY, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2005-36064, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 28 MINUTES 17 SECONDS EAST, WITH THE SOUTH LINE OF SAID ROCKPOINTE CHURCH OF DENTON COUNTY TRACT, A DISTANCE OF 1,015.30 FEET TO A 1/2 INCH IRON ROD WITH A ORANGE PLASTIC CAP STAMPED 'G&A' FOUND IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO MOHAMMED H. MEHRKHAFT AND FATHIEH MEHRKHAFT, TRUSTEES, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 97-0014716, DEED RECORDS, DENTON COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROCKPOINTE CHURCH OF DENTON COUNTY, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2005-36063, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 33 MINUTES 25 SECONDS WEST, LEAVING SAID SOUTH LINE AND WITH SAID WEST LINE, A DISTANCE OF 623.21 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE ABOVE MENTIONED RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT;

THENCE NORTH 89 DEGREES 23 MINUTES 21 SECONDS WEST, LEAVING SAID WEST LINE AND WITH THE NORTH LINE OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT, A DISTANCE OF 486.94 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE NORTHWEST CORNER OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT;

THENCE SOUTH 00 DEGREES 42 MINUTES 52 SECONDS WEST, WITH THE WEST LINE OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT, A DISTANCE OF 169.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 89.925 ACRES OF LAND, MORE OR LESS.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOHN L. MELTON, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my supervision, in accordance with the subdivision regulations of THE Town of Flower Mound, Texas.

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

John L. Melton
Registered Professional Land Surveyor
No. 4268

STATE OF TEXAS §
COUNTY OF COLLIN §

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

WITNESS MY HAND AND SEAL OF OFFICE, this _____day of _____, 2018.

Notary Public in and for the State of Texas

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	A	22576	0.52
2	A	22725	0.52
3	A	24618	0.57
4	A	30560	0.70
5	A	24437	0.56
6	A	27107	0.62
7	A	25697	0.59
8	A	22440	0.52
9	A	21971	0.50
10	A	28009	0.64
11	A	30053	0.69
12	A	24850	0.57
13	A	41065	0.94
14	A	31895	0.73
15	A	33233	0.76
16	A	28997	0.67
17	A	30387	0.70
18	A	23212	0.53
19	A	22119	0.51
20	A	21780	0.50

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	A	22394	0.51
23	A	34869	0.80
24	A	34957	0.80
25	A	22791	0.52
26	A	30168	0.69
27	A	30510	0.70
28	A	32359	0.74
29	A	29925	0.69
30	A	35703	0.82
31	A	31563	0.72
32	A	35395	0.81
33	A	35791	0.82
34	A	35791	0.82
35	A	35779	0.82
36	A	59935	1.38
37	A	44347	1.02
38	A	34292	0.79
39	A	35818	0.82
40	A	37068	0.85

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
2	B	26569	0.61
3	B	26569	0.61
4	B	25711	0.59
5	B	23402	0.54
8	B	24502	0.56
9	B	24502	0.56
10	B	29458	0.68
11	B	58171	1.34
12	B	37652	0.86
13	B	37295	0.86
14	B	26464	0.61
15	B	21971	0.50
16	B	39392	0.90

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
LOT 1X	A	132459	3.04
LOT 2X	A	4993	0.11
LOT 3X	A	110663	2.54
LOT 4X	A	4910	0.11
LOT 5X	B	1069300	24.55
LOT 6X	A	25400	0.58
LOT 7X	B	41768	0.96

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	C	571062	13.11

ZONING PLANNED DEVELOPMENT
A CLUSTER DEVELOPMENT ~ 89.924 ACRES
56 RESIDENTIAL LOTS 8 OPEN SPACE LOTS
CONCEPT PLAN
TOWNLAKE PHASE FOUR

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS

SEPTEMBER 2018 SCALE: NTS

CASE NO. ZPD18-0006

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

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

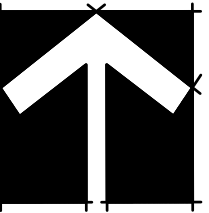


STUDIO 13
DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

THESE DOCUMENTS ARE
FOR INTERIM REVIEW
ONLY AND NOT INTENDED
FOR CONSTRUCTION OR
BIDDING PURPOSES.

September 10, 2018



NORTH



1" = 120' - 0"

Bar is one inch on original
drawing. If not one inch on this
sheet, adjust scale as necessary.

One Inch

Conceptual Landscape Plans

Landscape Overall Layout

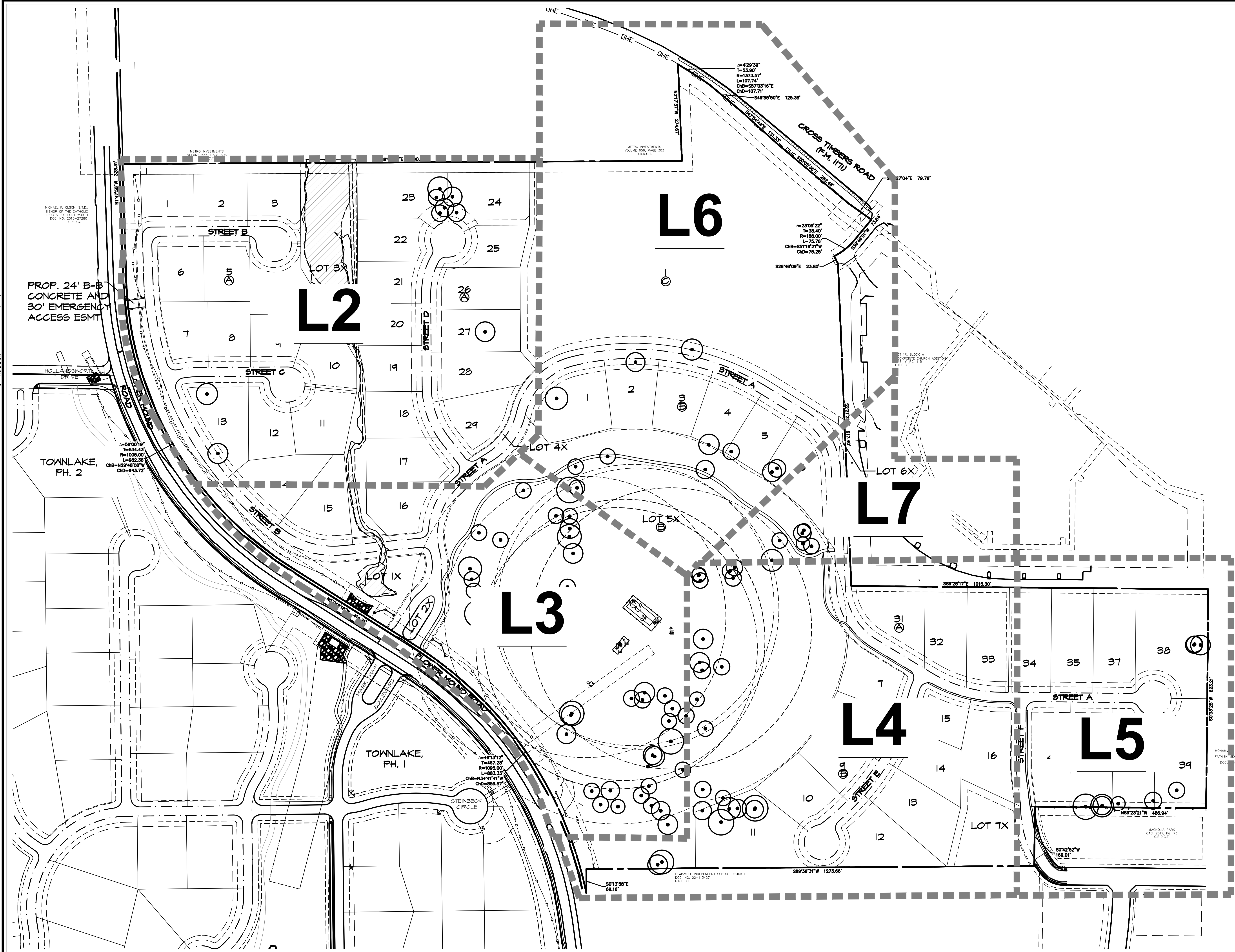
Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS		BY	DATE
#	0		

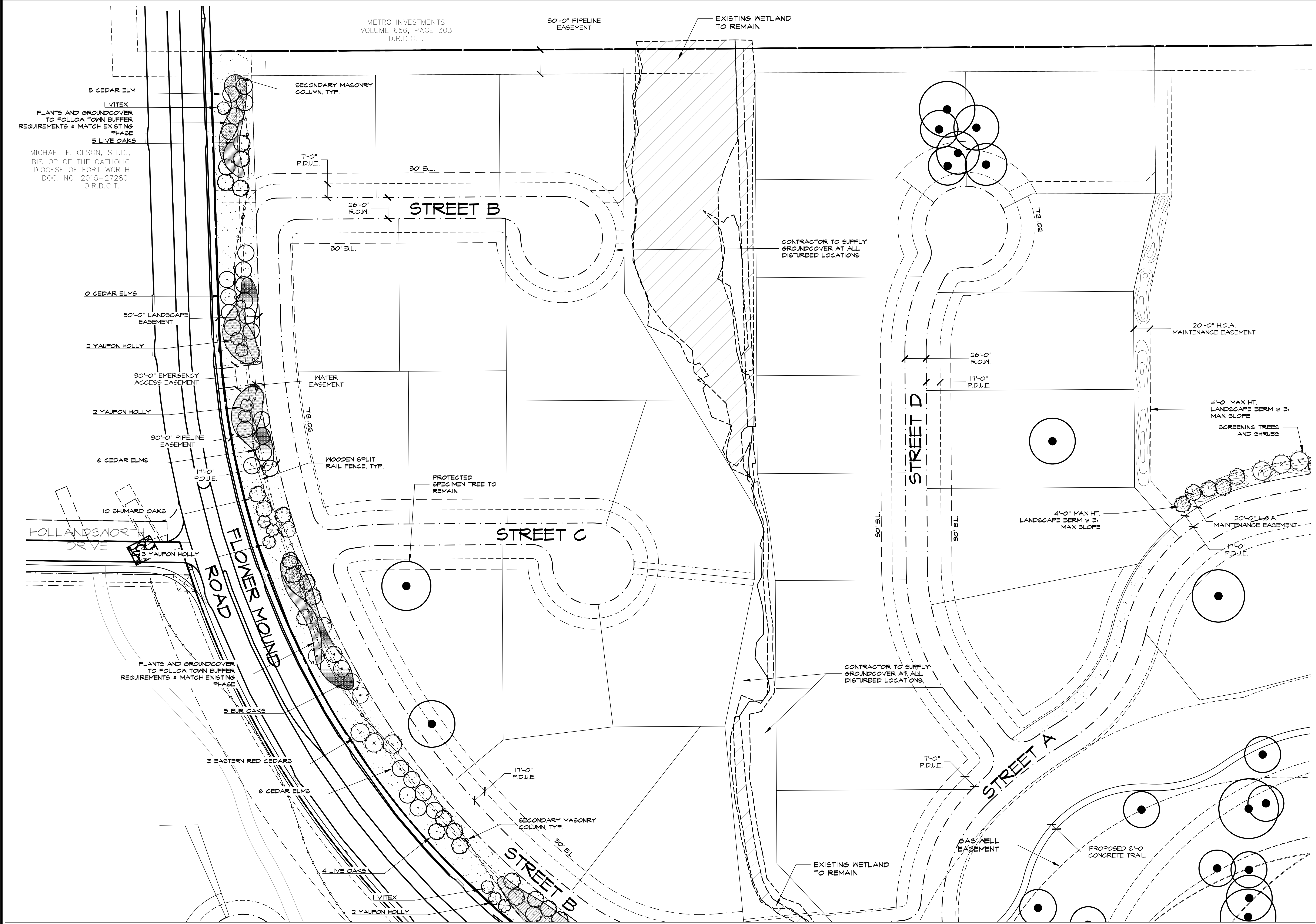
PROJECT
TBI016

SHEET
L1 of 9



Plotted by: ##### Plot Date: 9/10/2018 3:57 PM

Drawing: \\Studio3man\Users Shared Folders\Shared\Projects\TBI016 - Townlake Ph. 4\Concepts\TBI016-LS.dwg Saved By: Matthew
Save Time: 9/10/2018 3:29 PM



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September 10, 2018

NORTH

50 25 0 50

1" = 50' - 0"

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One Inch

Conceptual Landscape Plans
Landscape Layout
Townlake, Ph. 4
Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
#	0	
PROJECT	TBI016	
SHEET	L2 of 9	

THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES.

September 10, 2014



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is one inch on original
wing. If not one inch on the
net, adjust scale as necessary.

ne Inch

Conceptual Landscape I

Landscape Layout

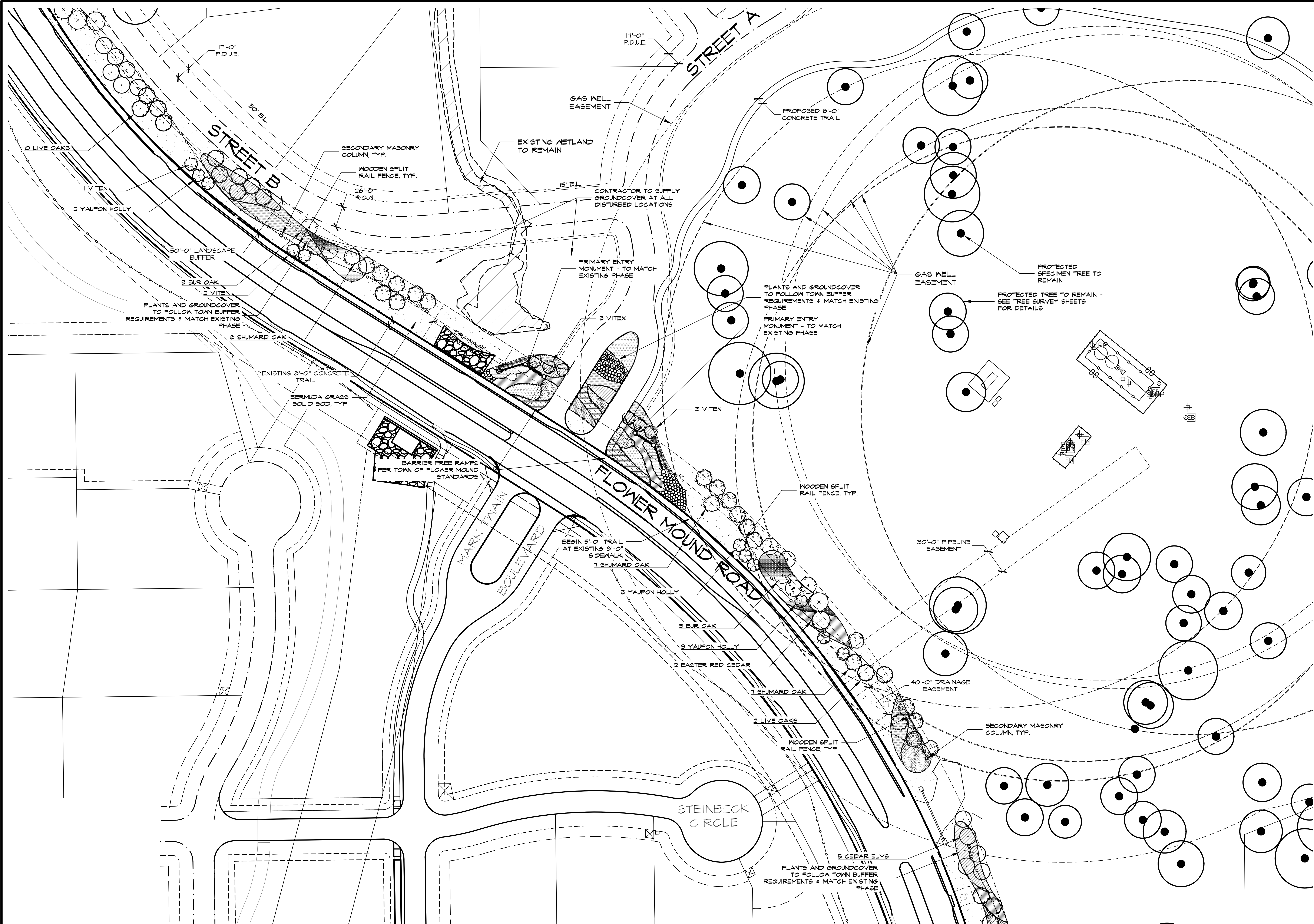
Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

0				

PROJECT
TBI016

L3 of 9



Plotted by: ##### Plot Date: 9/10/2018 3:57 PM

Drawing: \\Studio3main\\e\\Users Shared Folders\\shared\\Projects\\TB016 - Townlake Ph. 4\\Concepts\\TB016--L.S.dwg Saved By: Matthew
Save Time: 9/10/2018 3:29 PM

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September 10, 2018

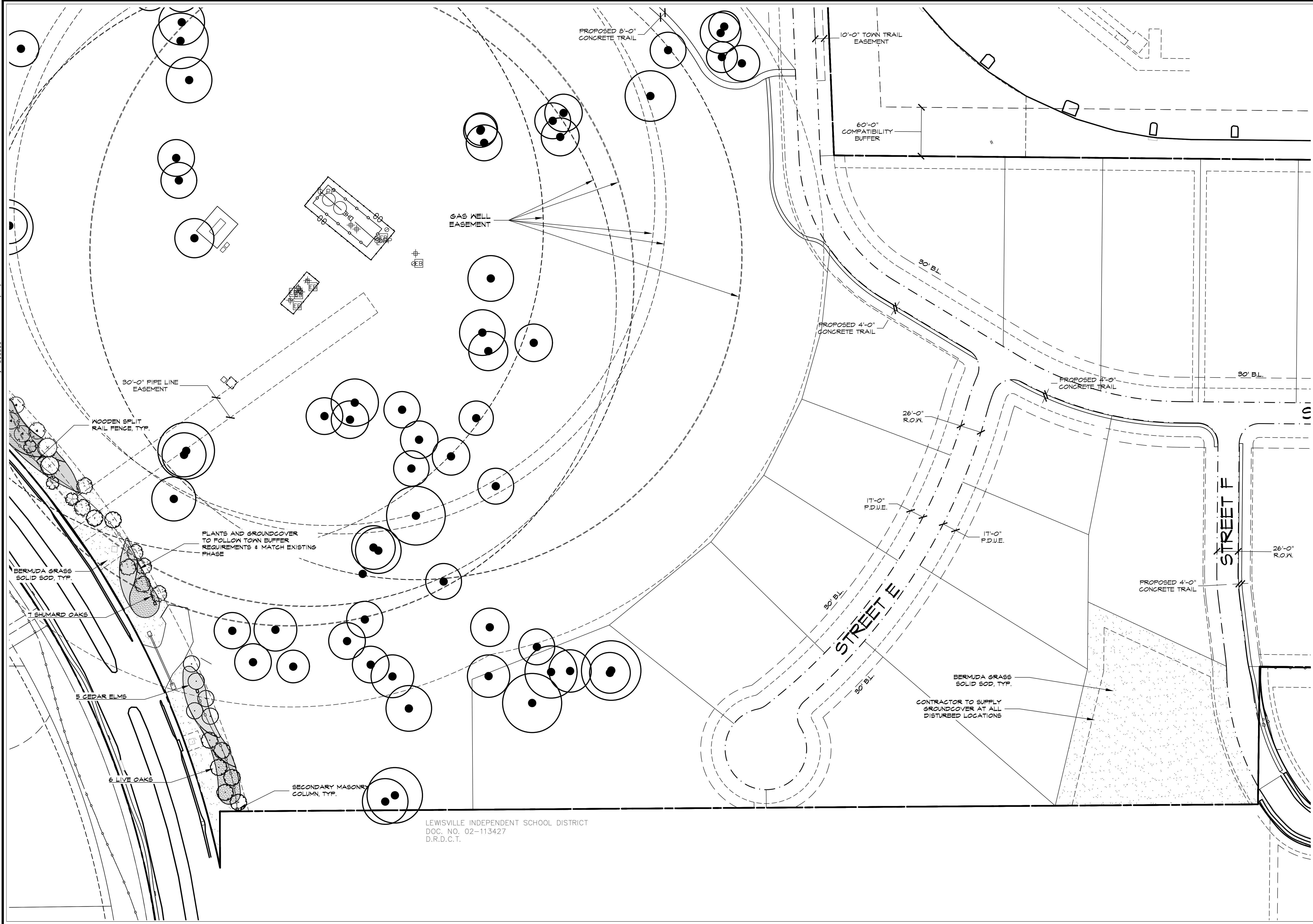


ne Inc

Town of Flower Mound, Denton County, Texas

L4 of 9

Drawing: \\Studio13main\\e\\Users Shared Folders\\shared\\Projects\\TBI016 - Townlake Ph. 4\\Concepts\\TBI016-LS.dwg Saved By: Matthew
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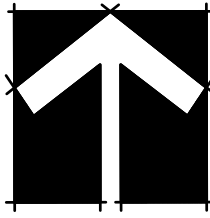


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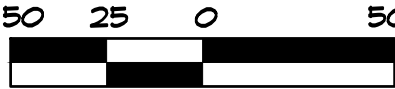
TBAE Firm #BR643

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September 10, 2018



NORTH



1" = 50' - 0"

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One Inch

Conceptual Landscape Plans

Landscape Layout

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

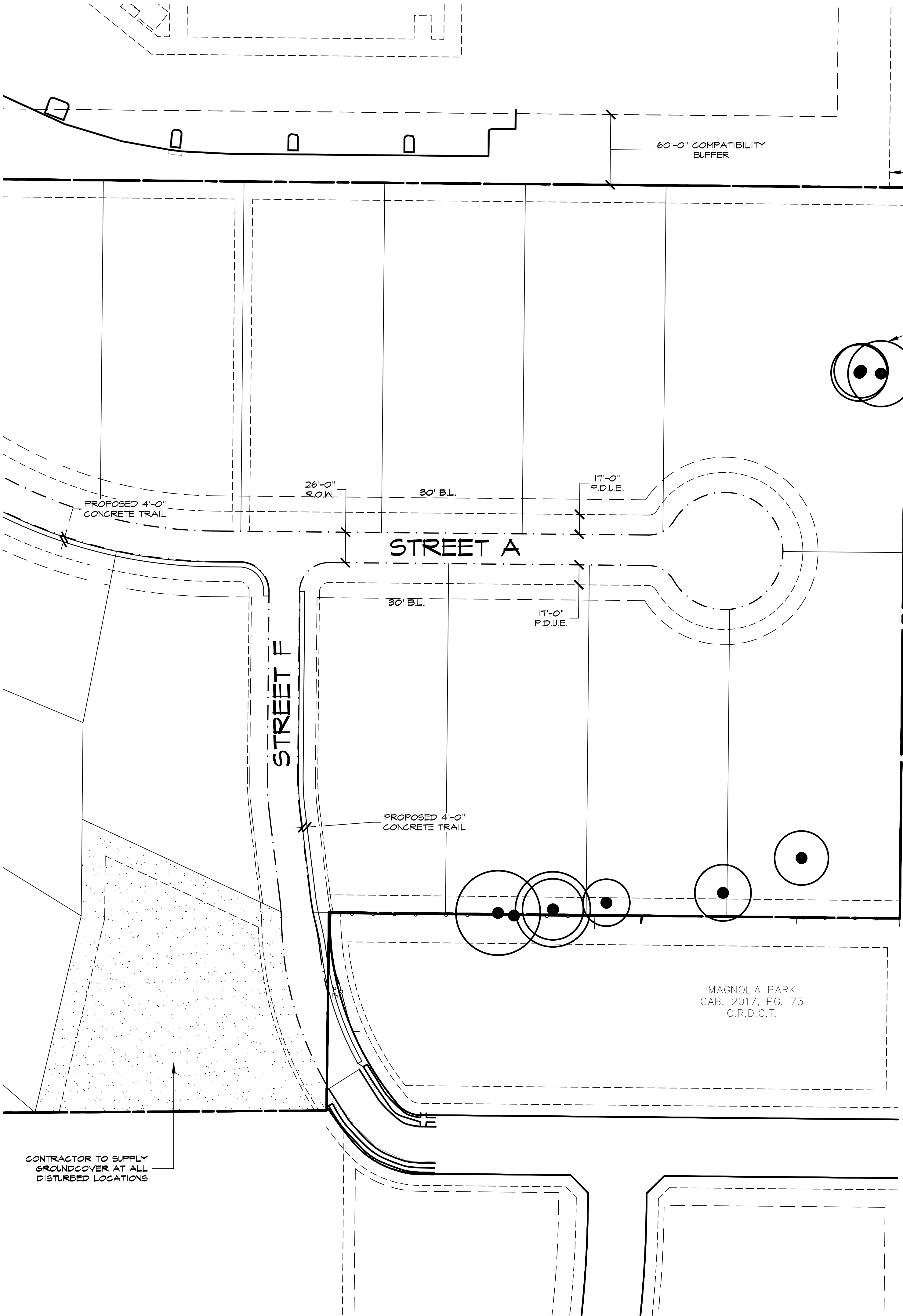
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PROJECT
TBI016

SHEET
L5 of 9

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Save Time: 9/10/2018 3:29 PM



MOHAMMED H. MEHRKHAJ AND
FATHIEH MEHRKHAJ, TRUSTEES
DOCUMENT NO. 97-0014716
D.R.D.C.T.

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September 10, 2018



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set, adjust scale as necessary.

One Inch

Conceptual Landscape Plans

Landscape Layout

Townlake, Ph. 4

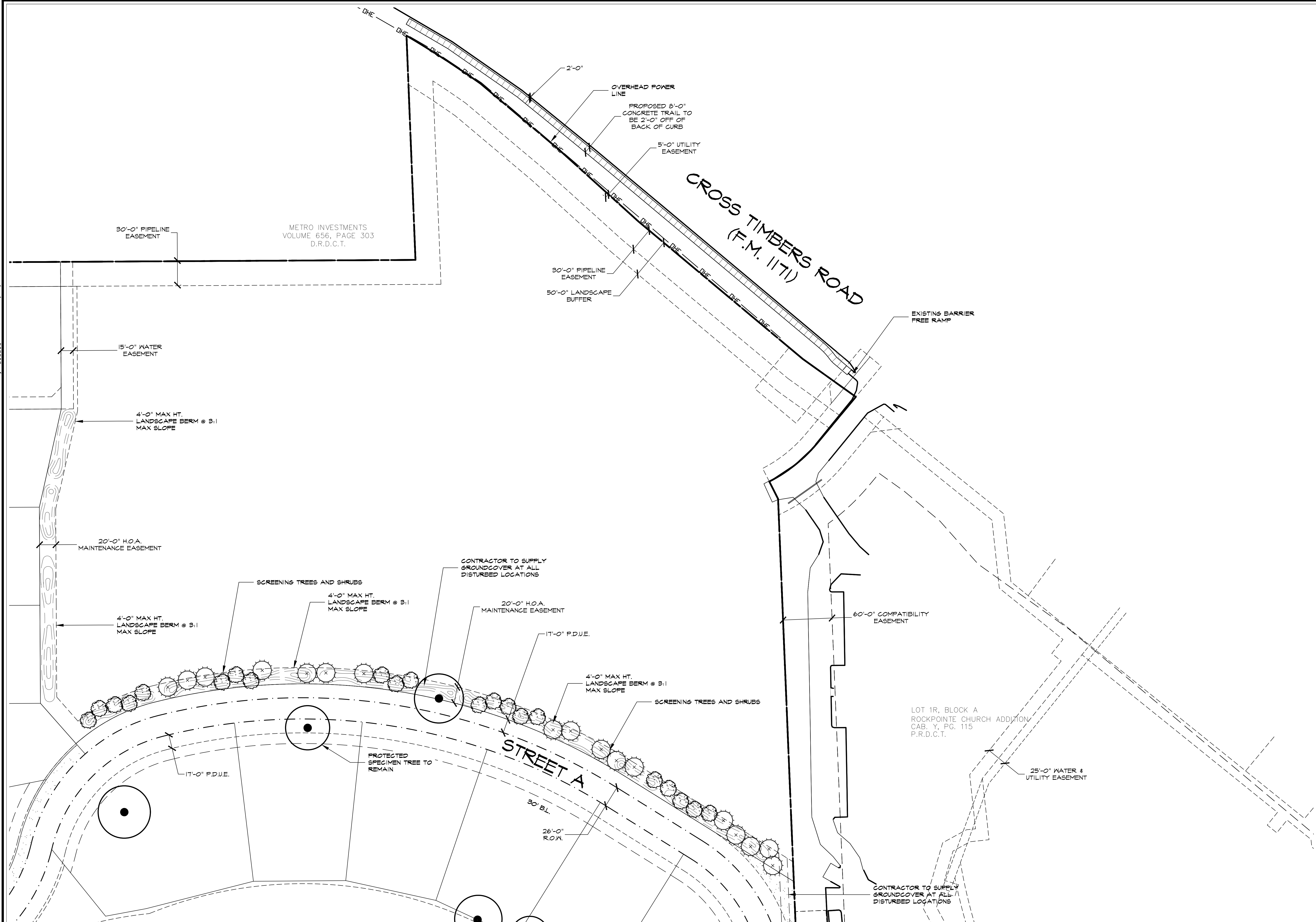
Town of Flower Mound, Denton County, Texas

#	PLAN REVIEW REVISIONS	BY	DATE
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PROJECT
TBI016

SHEET

L6 of 9



Plotted by: ##### Plot Date: 9/10/2018 3:57 PM

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NORTH

50 25 0 50

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One Inch

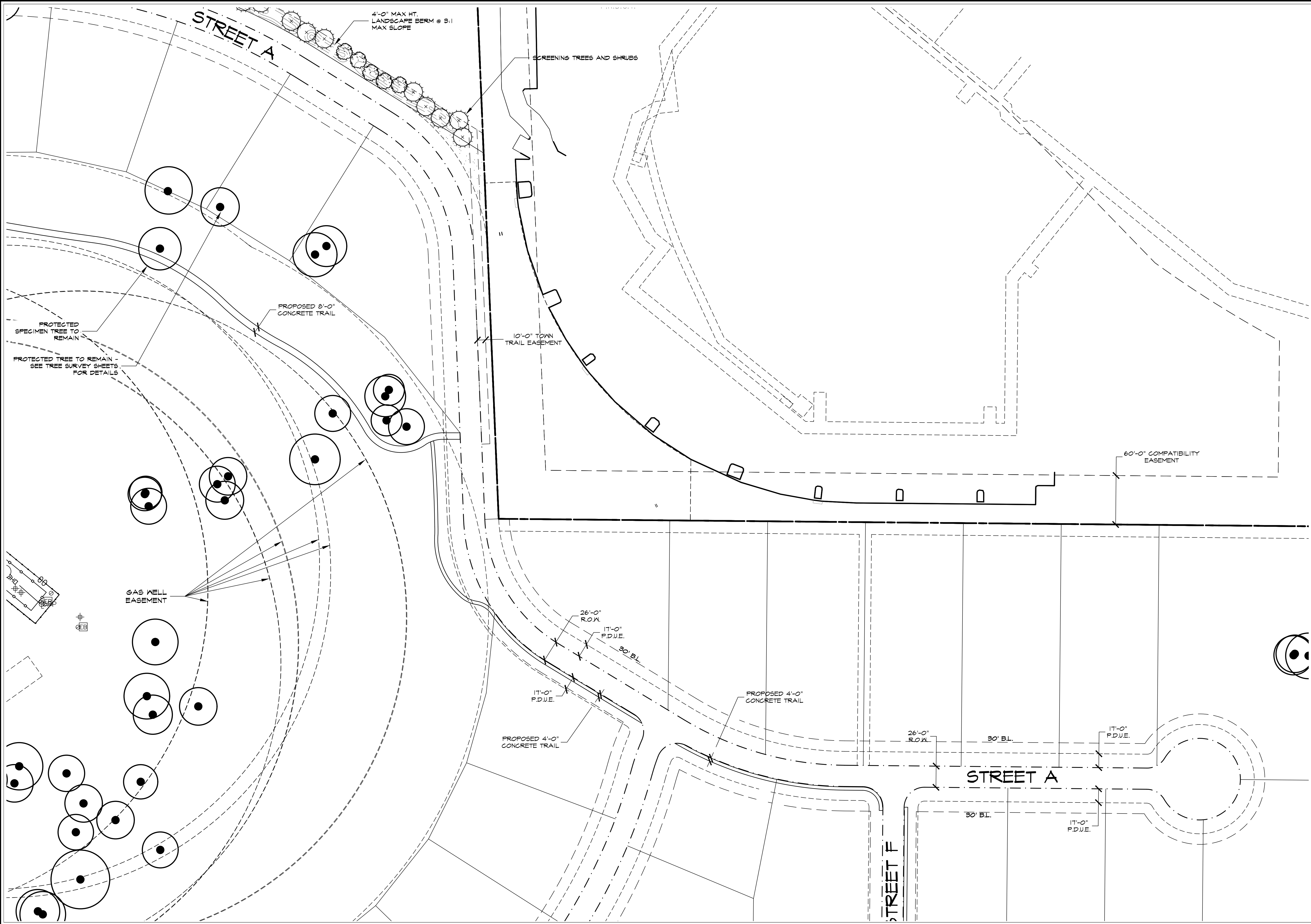
Conceptual Landscape Plans

Landscape Layout

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS		BY	DATE
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PROJECT		TBI016	
SHEET		L7 of 9	



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Save Time: 9/10/2018 3:29 PM

PLANT LIST

- | COMMON/BOTANICAL NAME | | SIZE | SPACING | QUANTITY |
|-----------------------|--|------------|----------|----------|
| BO | BUR OAK / QUERCUS MACROCARPA | 3" CALIFER | AS SHOWN | 13 |
| SO | SHUMARD OAK / QUERCUS SHUMARDII | 3" CALIFER | AS SHOWN | 47 |
| LO | LIVE OAK / QUERCUS VIRGINIANA | 3" CALIFER | AS SHOWN | 23 |
| CE | CEDAR ELM / ULMUS CRASSIFOLIA | 3" CALIFER | AS SHOWN | 32 |
| ERG | EASTERN RED CEDAR / JUNIPERUS VIRGINIANA | 3" CALIFER | AS SHOWN | 37 |
| | YAUPON HOLLY / ILEX VOMITORIA | 30 GALLON | AS SHOWN | 15 |
| | VITEX / CHILOPSIS LINEARIS | 30 GALLON | AS SHOWN | 36 |

Diagram illustrating the cross-section of a raised garden bed structure. The layers and components are labeled as follows:

- FINISH GRADE
- TAPER PLANTING BED DOWN TO TOP OF EDGING
- MULCH LAYER AS SPECIFIED
- PLANTING MIX AS SPECIFIED
- BENDA BOARD EDGING AS SPECIFIED
- PLASTIC EDGING STAKES @ 3'-0" O.C. MAX. WITH PLATED DECK SCREWS FOR ATTACHMENT, LOCATE ON PLANTING SIDE OF EDGE
- MAX. 1" DOWN

NOTE: TOP OF ROOT BALL TO BE LEVEL WITH ADJACENT FINISHED GRADE.

ORNAMENTAL GRASS
3" MULCH AS SPECIFIED
WATER RETENTION BASIN (2" HT.)
FINISH GRADE
1/2 ROOT BALL DIA.
1/2 ROOT BALL DIA.
ROOT BALL
PLANTING SOIL MIXTURE (60% EXIST. SOIL LESS ROCK & DEBRIS ± 40% ORGANIC MATTER MIXTURE)

Diagram illustrating the typical shrub planting detail. The cross-section shows the shrub in a container, with labels indicating the removal of all labels and the removal of the container and pruning of any circling roots. The planting mix is specified as 3" mulch (as specified) slope mulch from walk or curb edge to 1" above walk or curb. The plan view shows the shrub's footprint and the removal of all labels.

Labels in the diagram include:

- GROUND COVER (TYPICAL)
- 3" MULCH (AS SPECIFIED)
- SLOPE MULCH FROM WALK OR CURB EDGE TO 1" ABOVE WALK OR CURB
- 1"
- EXISTING PAVING OR CURB
- PLANTING MIX AS SPECIFIED
- REMOVE CONTAINER AND PRUNE ANY CIRCLING ROOT
- REMOVE ALL LABELS
- SHRUB (TYPICAL)
- SEE PLAN

A diagram of a triangular lattice. It consists of a 4x4 grid of circles, each containing a '+' sign. A central triangle is formed by three circles, with its edges labeled 'D'. The top edge connects the circles at (row, col) = (2, 3) and (2, 4). The bottom-left edge connects (3, 2) and (3, 3). The bottom-right edge connects (3, 3) and (3, 4). The labels 'D' are placed in the middle of each edge.

The diagram illustrates a tree and its internal structure. The top part is a plan view labeled 'GENERAL' with a list of parts: 1. STAGE, 2. TREE, 3. TOP, 4. ABOVE, 5. ALL, 6. MAT, 7. COM, 8. REM, 9. PLAN, 10. SIDE, 11. THOR, 12. TO E, 13. TYP. The bottom part is a cross-section labeled 'SECTION' showing the internal structure of the tree trunk and roots. Labels A through J point to various parts: A points to the crown, B to the trunk, C to the bark, D to the cambium, E to the pith, F to the heartwood, G to the sapwood, H to the roots, I to the root collar, J to the root system, and K to the root system.

CONSTRUCTION NOTES:

- TREE
- LOOSEN EARTH BACKFILL (NO SOIL AMENDMENTS IN CONTRACT)
- WATER RETENTION BASIN
- 3" DEPTH MULCH AS SPECIFIED
- FINISH GRADE
- 2 1/2" DIA WALL SCREW (UNFINISHED)
- 2" x 2" x 4" CROSS MEMBER (UNTREATED LUMBER). **NOTE:** CROSS MEMBERS TO BE ORIENTED PARALLEL TO NORTH / SOUTH BEARING AND SHALL BE PROPORTIONAL IN LENGTH TO ROOT BALL (4' MIN).
- 2" x 2" x 4" STAKE WITH 18" MIN. TAPER (UNTREATED LUMBER)
- REMOVE TOP 1/3 OF BURLAP SURROUNDING ROOTBALL AFTER INSTALLATION (TO PREVENT "WICKING" OF MOISTURE). X, DIMENSION EQUAL TO "Y". Y, DIMENSION EQUAL TO "X".
- ROOTBALL SHALL BE PLACED ON UNDISTURBED NATIVE SOIL

SECTION

The diagram illustrates a cross-section of a tree rootball installation. The top portion shows a rectangular area with various hatching patterns representing different materials and layers. Arrows point from labels A through J to specific components. The bottom portion shows a circular rootball (I) with a stake (H) and a cross member (G) around it. The diagram is labeled "SECTION" and includes a list of construction notes.

FLOWER MOUND ROAD

- MITIGATION REQUIRED:**

MITIGATION WILL BE REQUIRED ON THIS SITE.

OWNER/DEVELOPER TO PLANT ADDITIONAL CANOPY TREES TO HELP
OFFSET MITIGATION PENALTY.

FINAL TREE SURVEY & MITIGATION PENALTY TO BE FINALIZED ON
CONSTRUCTION DOCUMENTS APPROVED BY THE TOWN OF FLOWER
MOUND

PARK DEVELOPMENT FEES:

PER AGREEMENT WITH THE TOWN A PORTION OF PARKLAND DEVELOPMENT FEE SHALL BE ALLOCATED TO HELP CONSTRUCT THE REQUESTED 8'-0" CONCRETE TOWN TRAIL (ESTIMATED 12,800SF) THROUGH LOT 5X, BLOCK B.

REFERENCE TOWN CODE FOR FINAL PARK DEVELOPMENT FEE
PROCESS: Code 1989, ch. 12, § 4.07(f); Ord. No. 13-00, § 2,
2-17-2000; Ord. No. 59-07, § 2, 8-6-2007; Ord. No. 13-09, § 2,
4-6-2009; Ord. No. 66-16, § 2, 12-19-2016



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One Inch

Conceptual Landscape Plans

Landscape Details

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
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BY

PLAN REVIEW REVISIONS

#

TBI016

SHEET

L8 of 9

PLAN REVIEW REVISIONS	BY	DATE

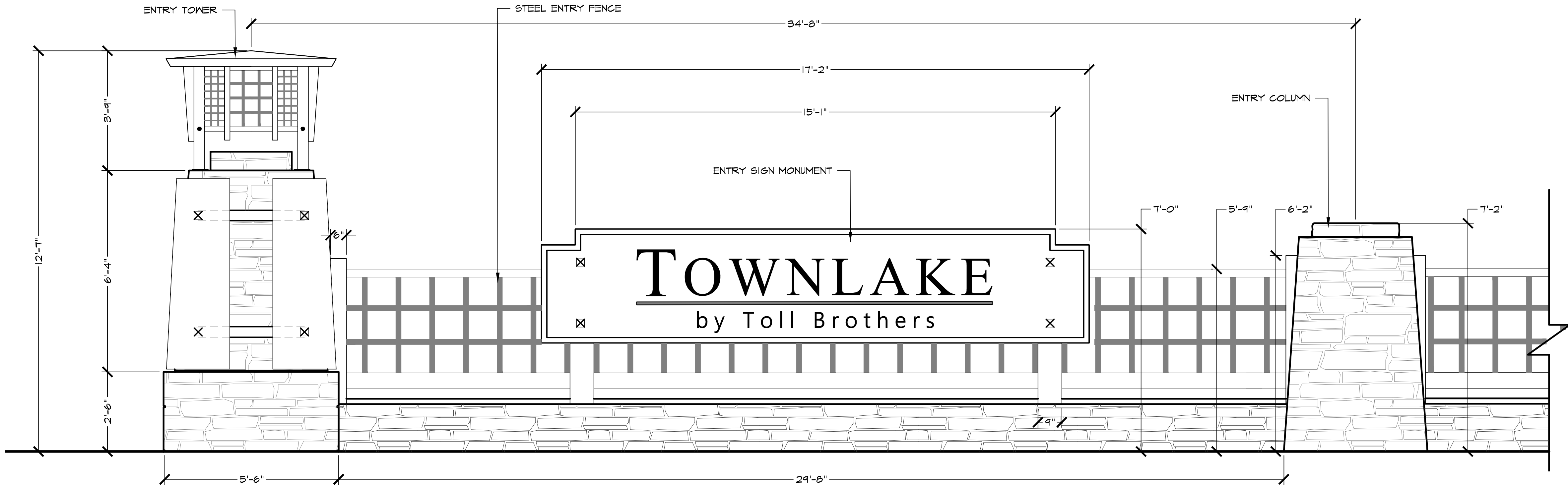
PROJECT
TBI016

SHEET
L9 of 9



1 PRIMARY ENTRY MONUMENT - TO MATCH EXISTING PHASES
ELEVATION

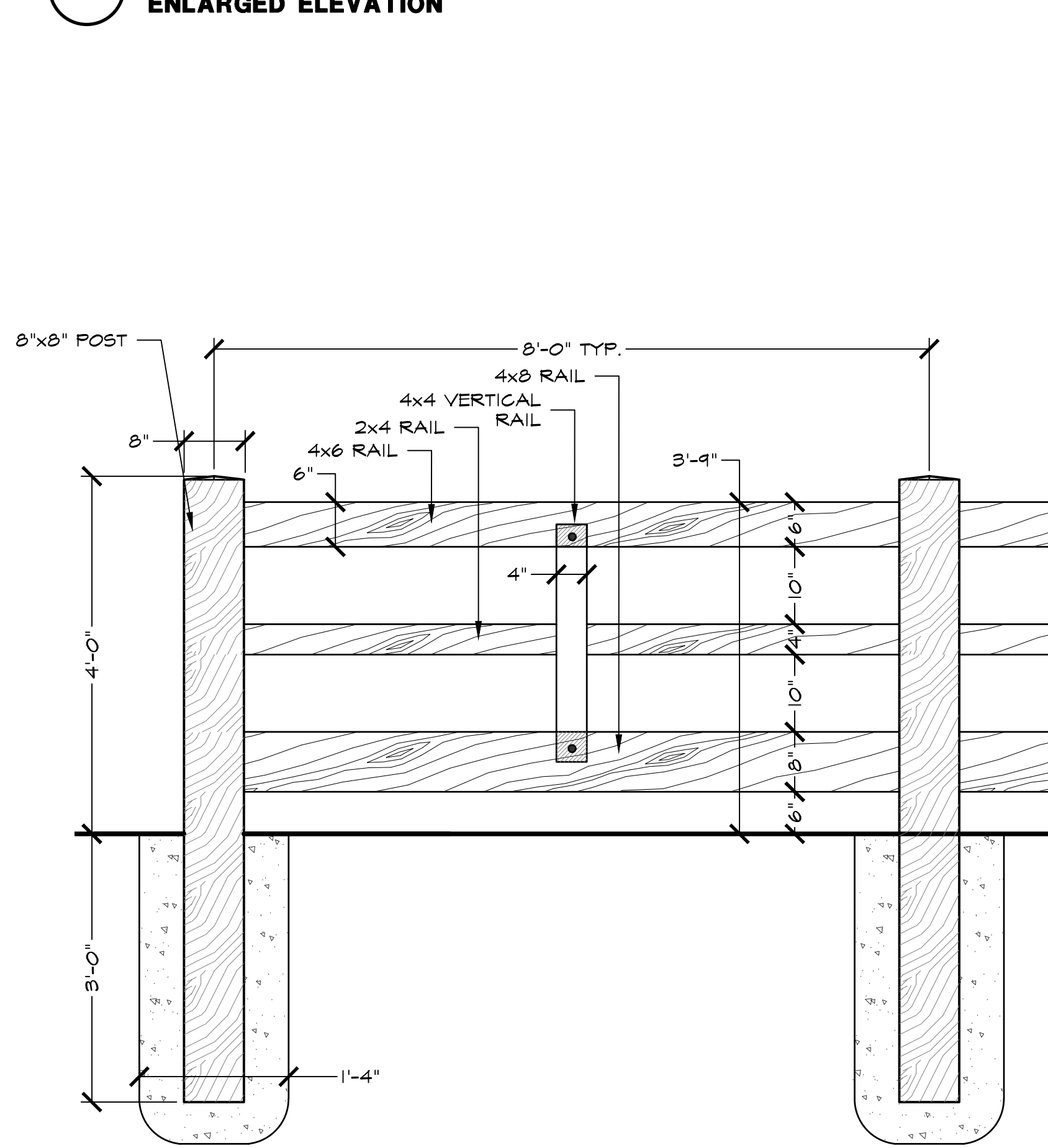
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2 ENTRY MONUMENT
ENLARGED ELEVATION

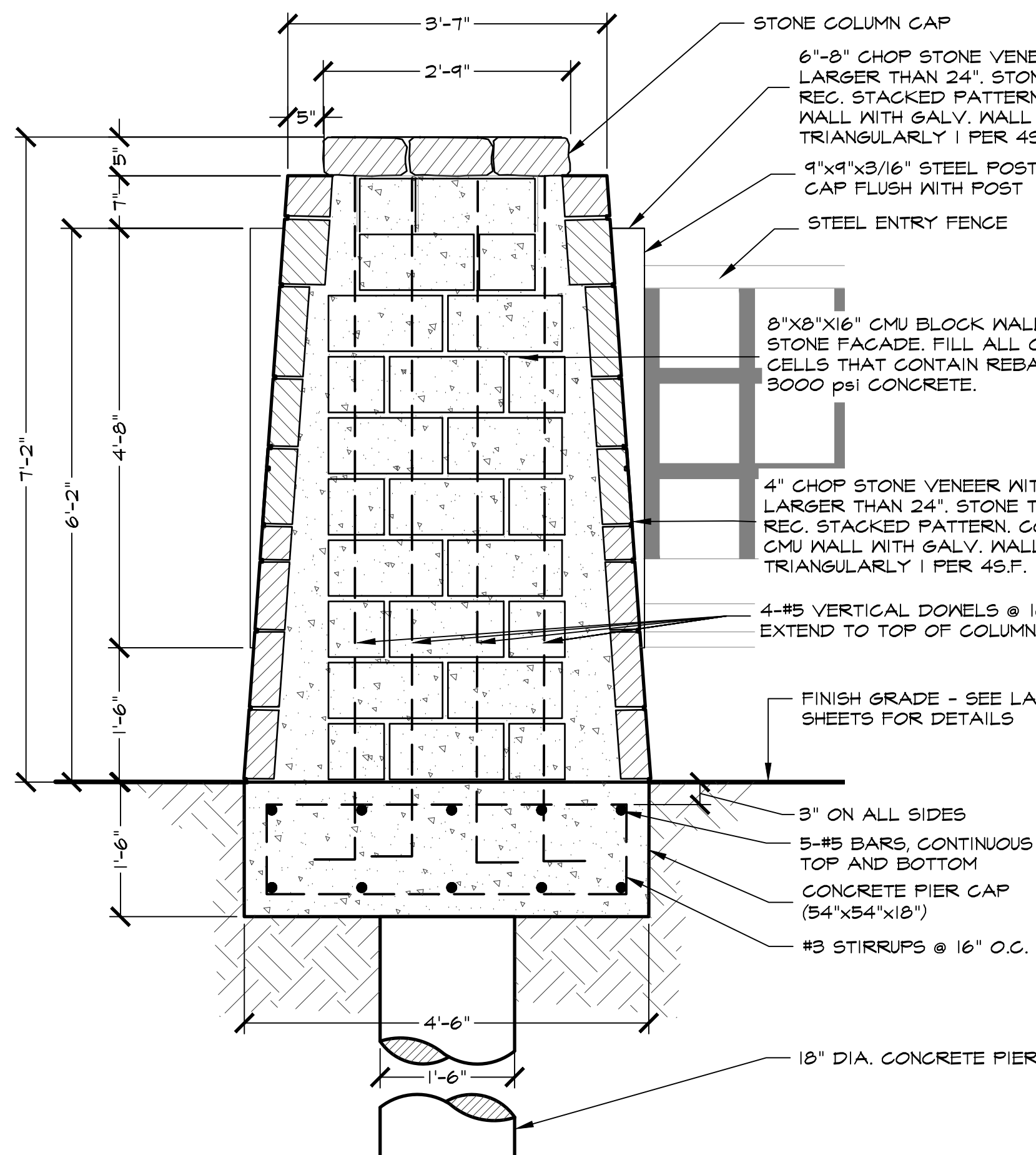
CONSTRUCTION NOTES:

1. ANY WELDS OR CUTS TO BE GRIND SMOOTH AND REFINISHED TO MATCH. CONTRACTOR TO SELECT WELDING MATERIALS AND TECHNIQUES TO ENSURE THAT FINISHED WELDS LOOK & WEATHER AT SAME RATE.
2. ALL TUBULAR POST & RAILS OR BARS TO HAVE 16 GAUGE INTERNAL THICKNESS UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO FIELD VERIFY INSTALLATION OF EACH POST & RAIL PATTERN WITH LANDSCAPE ARCHITECT PRIOR TO FINAL ATTACHMENT.
4. ALL STONE TO BE OKLAHOMA MULTI COLOR CHOPPED OR APPROVED EQUAL. PROVIDE ALTERNATE FOR LEUDERS LIMESTONE ROUGH HEWN AND ROUGHBACK STONE; COLOR TO BE DETERMINED. DEEP RAKE ALL MORTAR JOINTS. COLOR TO BE DETERMINED.
5. ALL METAL TO BE CORTEN STEEL UNLESS OTHERWISE NOTED. PROVIDE ALTERNATE FOR WEATHERED STEEL.
6. ALL WOOD MATERIAL SHALL BE CEDAR - #2 GRADE OR BETTER. 3. THE CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY AND REQUIRED PERMITS AND INSPECTIONS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF FLOWER MOUND CODES AND REQUIREMENTS. CONTRACTOR TO FINISH WOOD WITH STANDARD PAINTS, INC. WOOD DEFENDER SEMI-TRANSPARENT FENCE STAIN. COLOR TO BE DETERMINED.



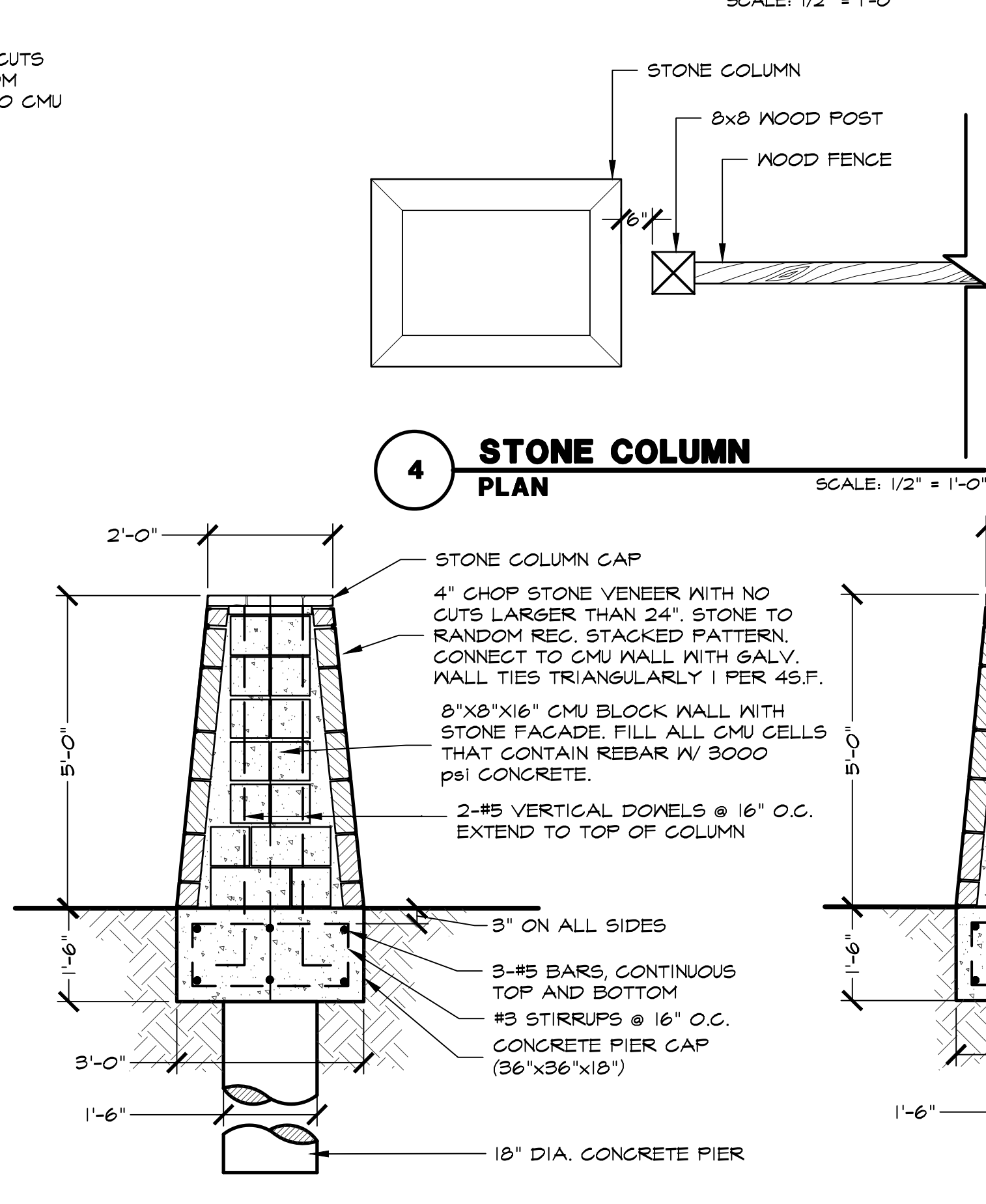
3 WOOD FENCE
ELEVATION

SCALE: 3/4" = 1'-0"



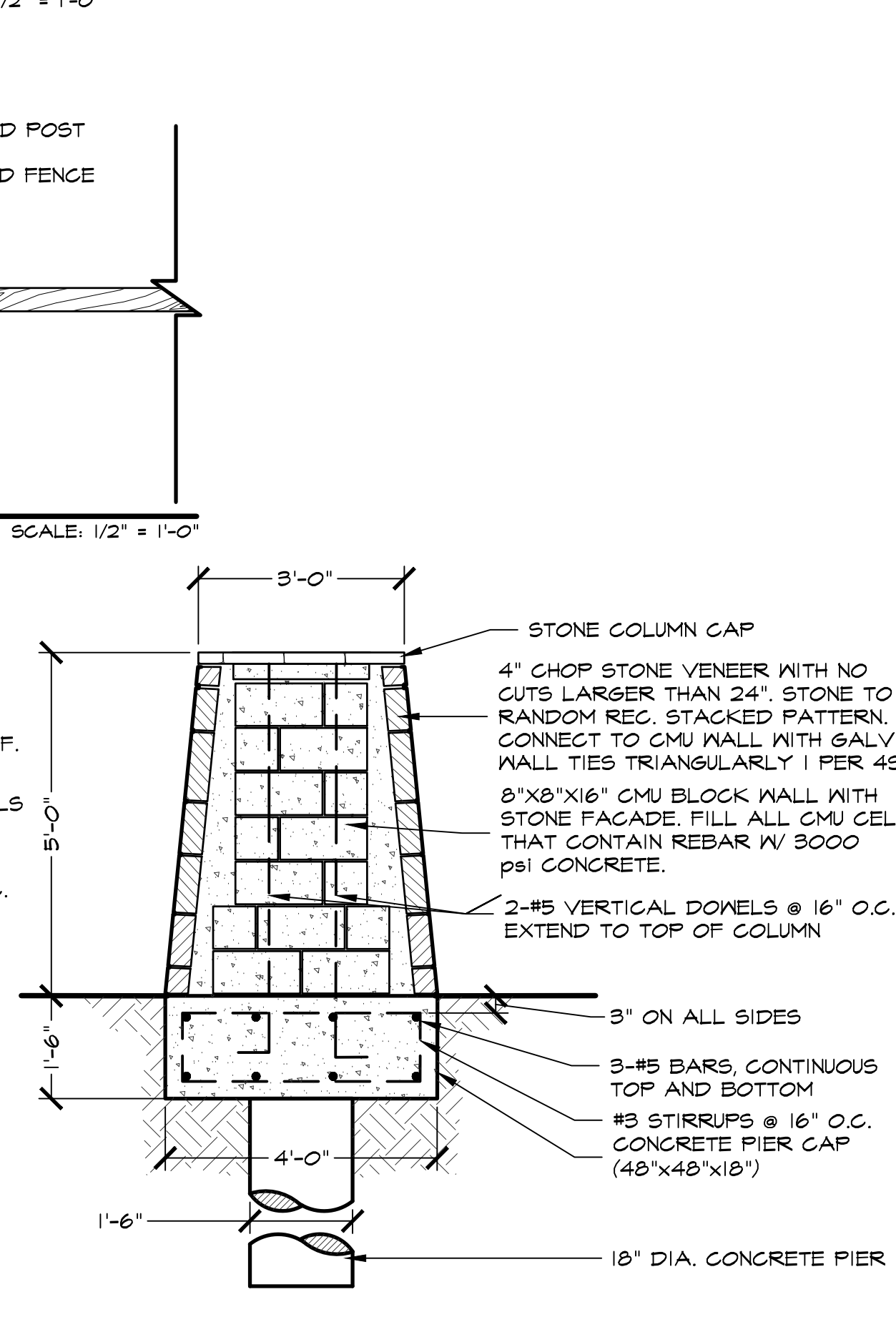
7 PRIMARY ENTRY COLUMN
SECTION

SCALE: 3/4" = 1'-0"



5 STONE COLUMN
SECTION

SCALE: 1/2" = 1'-0"



6 STONE COLUMN
SECTION

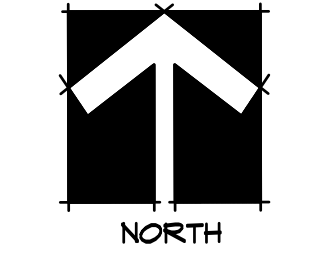
SCALE: 1/2" = 1'-0"

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Conceptual Landscape Plans
Landscape Overall Layout
Townlake, Ph. 4
Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

PROJECT
TB1016
SHEET
OVERALL

LANDSCAPE PROVIDED

FLOWER MOUND ROAD

- A. MINIMUM TWENTY (20) FOOT LANDSCAPE BUFFER YARD PROVIDED
B. WOOD SCREENING FENCE PROVIDED
C. 1-3" CAL. CANOPY TREE / 25 LF OF LANDSCAPE EDGE ALONG A SCENIC ROADWAY 2,510 LF OF FRONTAGE / 25 LF = 100 - 3" CAL. TREES REQUIRED. PROVIDED: 100 - 3" CALIPER TREES TO SATISFY STREET BUFFER REQUIREMENT
D. 50% OF THE BUFFER YARD HAS PROPOSED VEGETATION

MITIGATION REQUIRED:

MITIGATION WILL BE REQUIRED ON THIS SITE.

OWNER/DEVELOPER TO PLANT ADDITIONAL CANOPY TREES TO HELP OFFSET MITIGATION PENALTY.

FINAL TREE SURVEY & MITIGATION PENALTY TO BE FINALIZED ON CONSTRUCTION DOCUMENTS APPROVED BY THE TOWN OF FLOWER MOUND

PARK LAND DEDICATION:

- LOT 1, BLOCK C: 51,062sf (13.11ACRES) OF LAND TO BE DEDICATED PARK LAND TO THE TOWN OF FLOWER MOUND

PARK DEVELOPMENT FEES:

PER AGREEMENT WITH THE TOWN A PORTION OF PARKLAND DEVELOPMENT FEE SHALL BE ALLOCATED TO HELP CONSTRUCT THE REQUESTED 8'-0" CONCRETE TOWN TRAIL (ESTIMATED 12,800SF) THROUGH LOT 5X, BLOCK B.

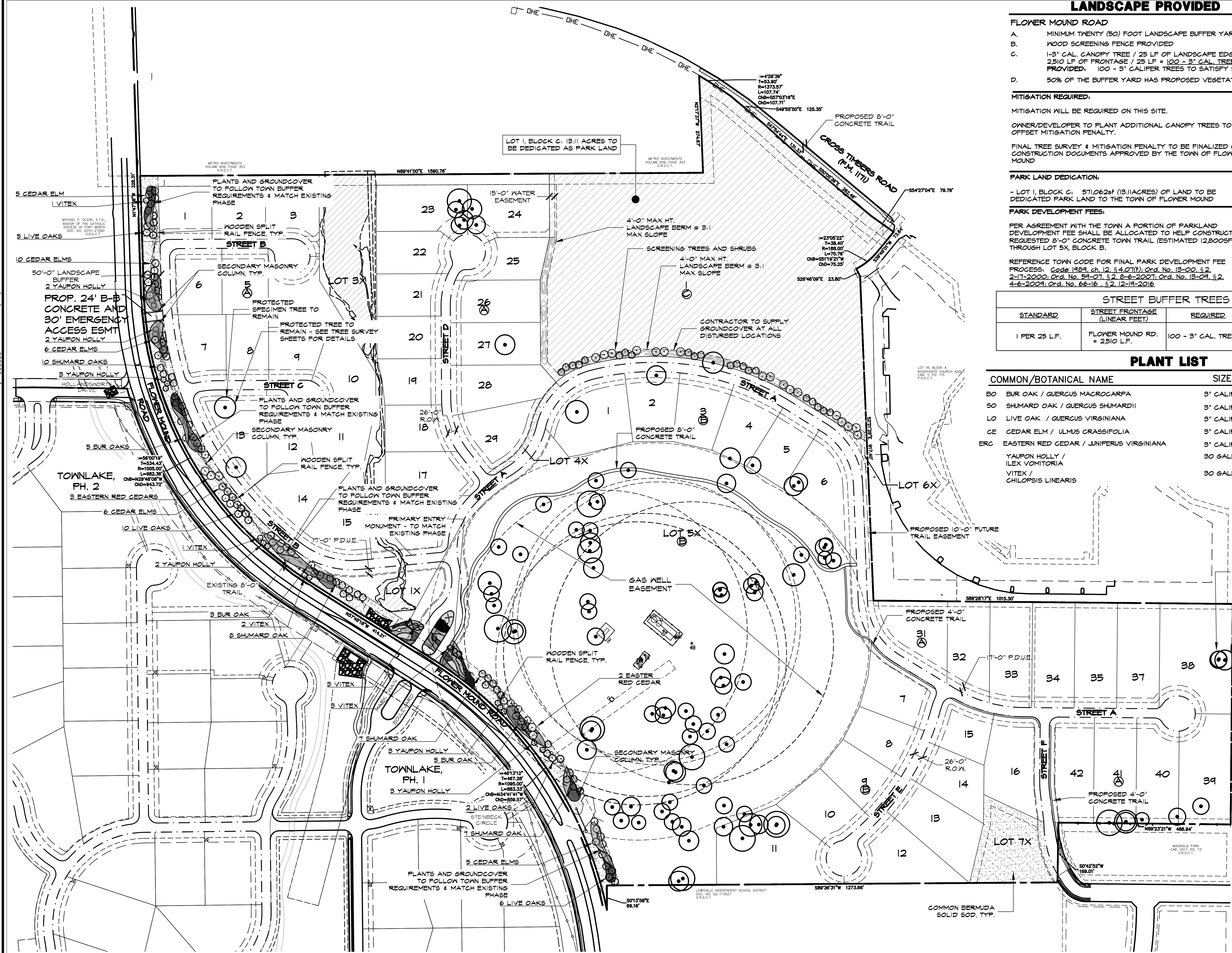
REFERENCE TOWN CODE FOR FINAL PARK DEVELOPMENT FEE PROCESS: Code 1989, ch. 12, § 4.07(1); Ord. No. 19-00, § 2, 2-17-2000; Ord. No. 54-07, § 2, 8-6-2007; Ord. No. 19-04, § 2, 4-6-2004; Ord. No. 66-16, § 2, 12-14-2016

STREET BUFFER TREES

STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 25 L.F.	FLOWER MOUND RD. = 2,510 L.F.	100 - 3" CAL. TREE	100 - 3" CAL. TREES

PLANT LIST

COMMON/BOTANICAL NAME	SIZE	SPACING	QUANTITY
BO BUR OAK / QUERCUS MACROCARPA	3" CALIPER	AS SHOWN	13
SO SHUMARD OAK / QUERCUS SHUMARDII	3" CALIPER	AS SHOWN	47
LO LIVE OAK / QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN	23
CE CEDAR ELM / ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN	32
ERC EASTERN RED CEDAR / JUNIPERUS VIRGINIANA	3" CALIPER	AS SHOWN	37
YAUFON HOLLY / ILEX VOMITORIA	30 GALLON	AS SHOWN	15
VITEX / CHILOPSIS LINEARIS	30 GALLON	AS SHOWN	36



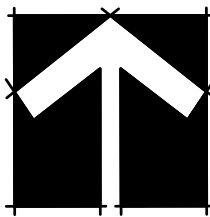
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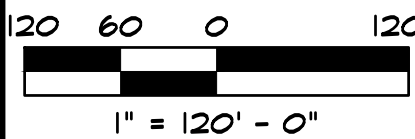


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Lewisville, Texas 75057
469-635-1900

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NORTH



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One Inch

TREE SURVEY PLAN

Overall Tree Survey Layout Plan

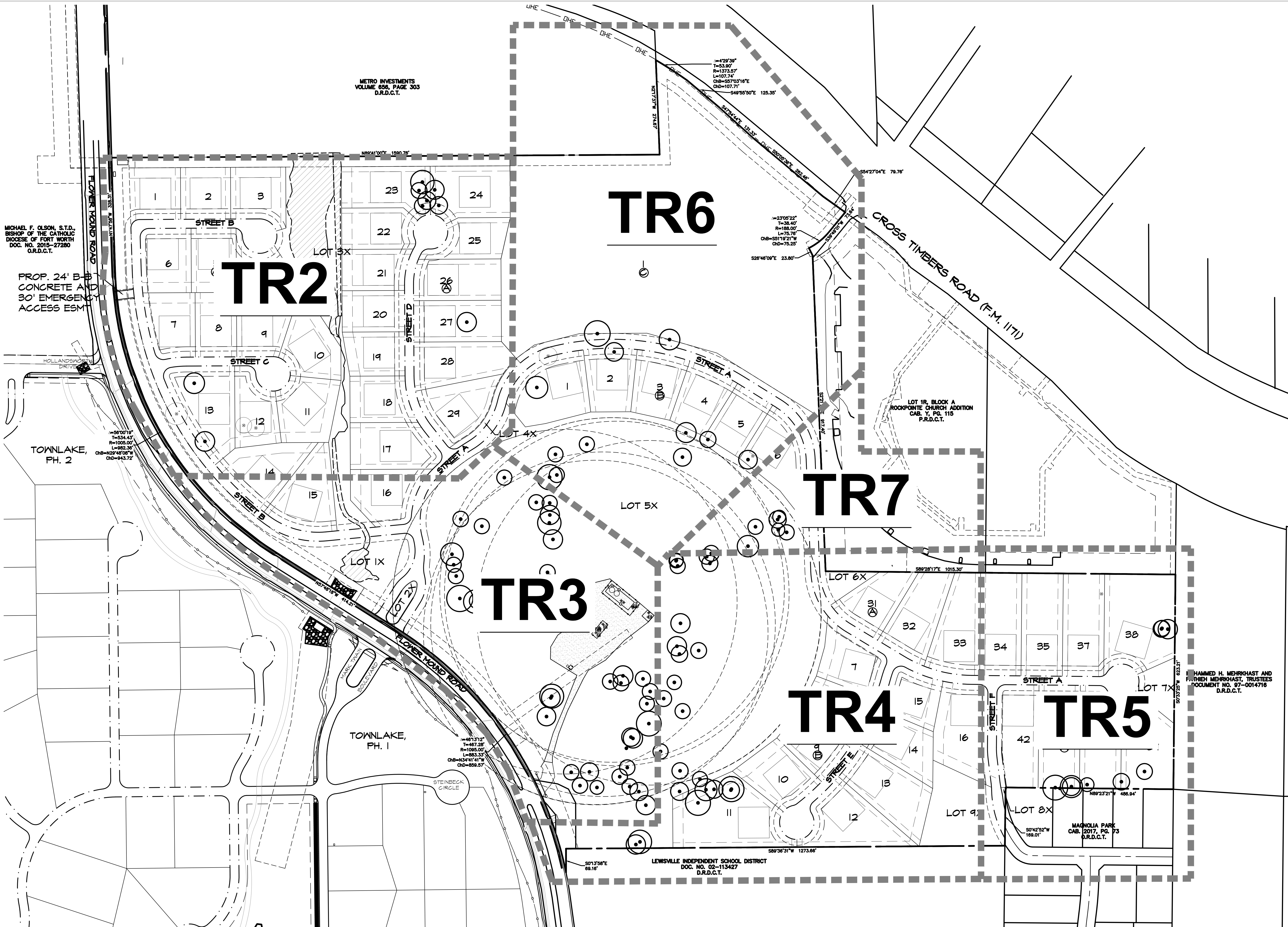
Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

PROJECT
TBI016

SHEET
TR1 of 9



MICHAEL F. OLSON, S.T.D.,
BISHOP OF THE CATHOLIC
DIOCESE OF FORT WORTH
DOC. NO. 2015-27280
O.R.D.C.T.

PROP. 24' B-B
CONCRETE AND
30' EMERGENCY
ACCESS ESMT

TOWNLAKE,
PH. 2

TOWNLAKE,
PH. 1

LEWISVILLE INDEPENDENT SCHOOL DISTRICT
DOC. NO. 02-113427
D.R.D.C.T.

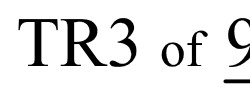
LOT 1R, BLOCK A
ROCKPOINTE CHURCH ADDITION
CAB. Y, PG. 115
P.R.D.C.T.

HAMMED H. MEHRKHAIST AND
FATHEH MEHRKHAIST, TRUSTEES
DOCUMENT NO. 97-0014716
D.R.D.C.T.

MAGNOLIA PARK
CAB. 2017, PG. 73
D.R.D.C.T.

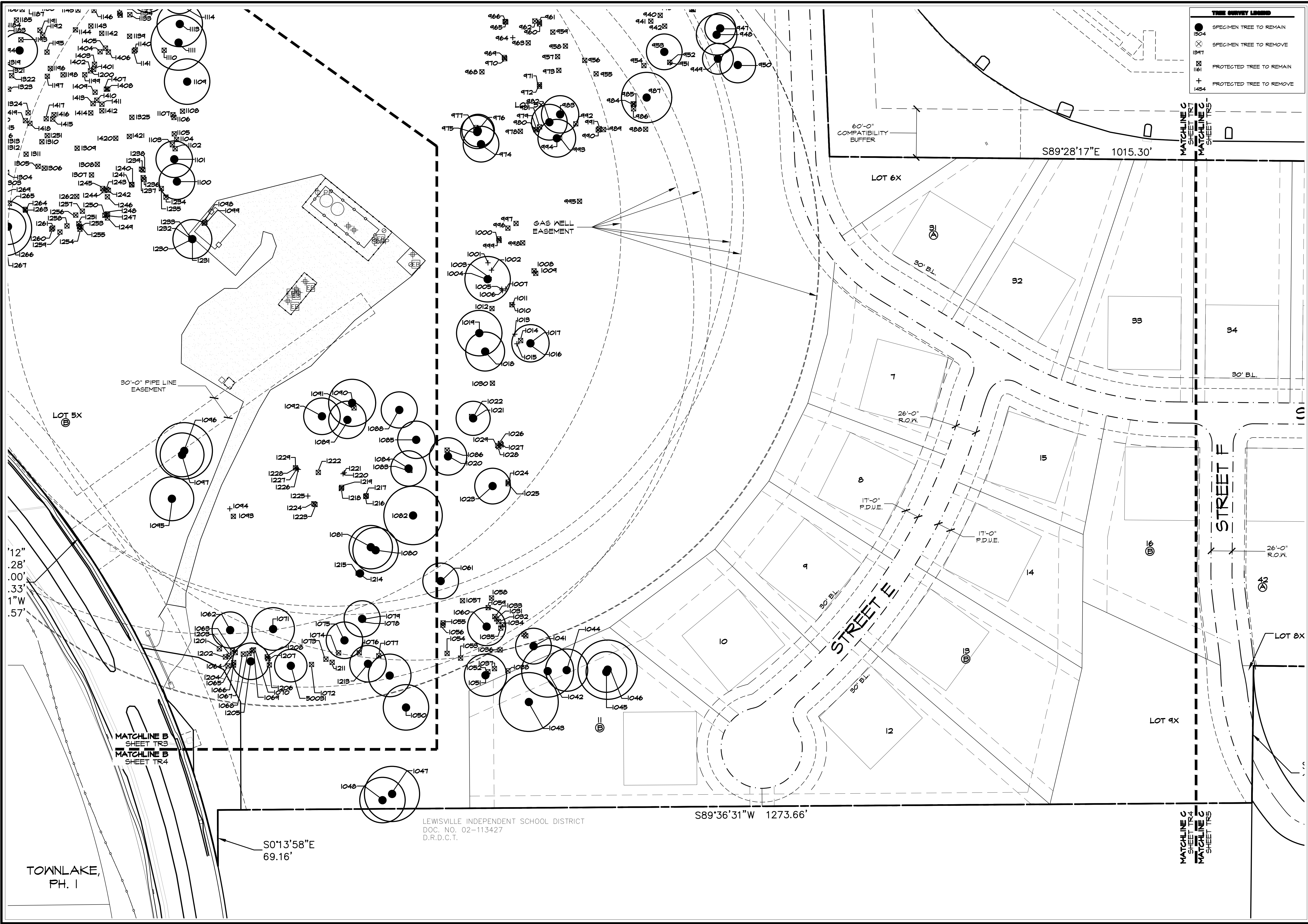
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Time: 7/5/2018 11:09 AM
Plotted by: ##### Plot Date: 7/5/2018 11:34 AM



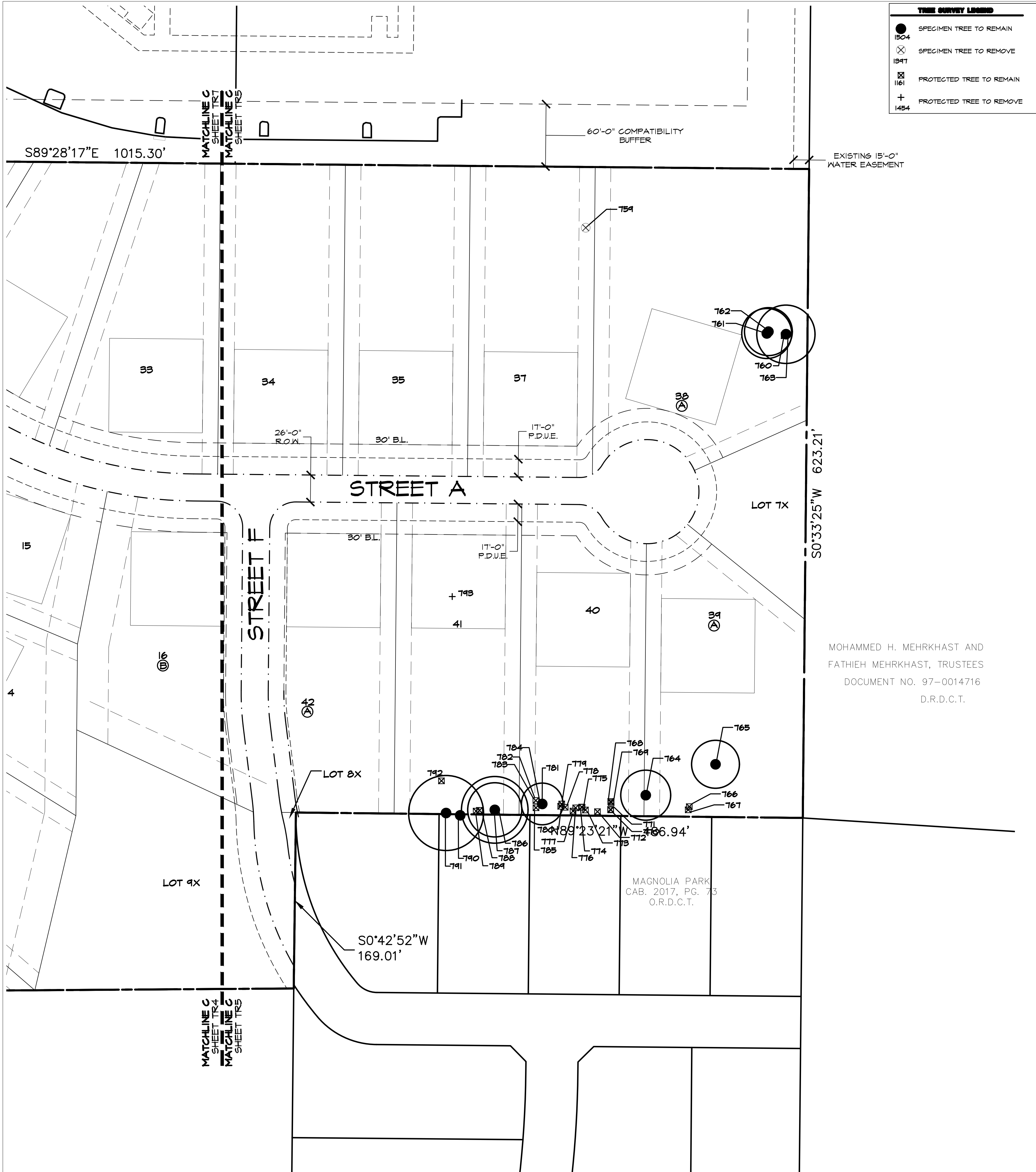


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Lewisville, Texas 75057
469-635-1900

TBAE Firm #BR643

LEONARD W. REES
1971
JULY 5, 2018

NORTH

50 25 0 50

1" = 50' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY PLAN

Tree Survey Layout Plan

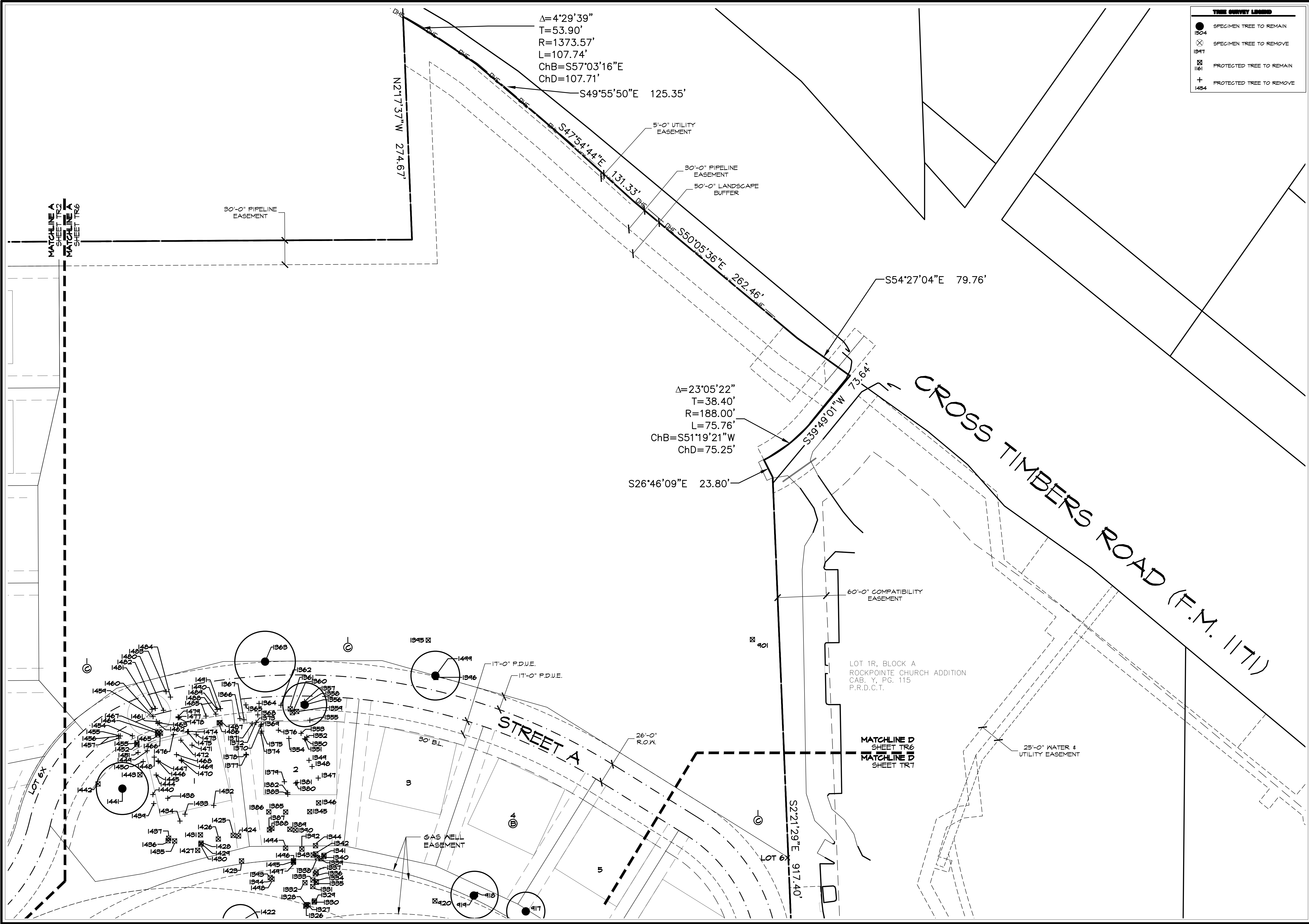
Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
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PROJECT	TBI016	
SHEET	TR5 of 9	

Plotted by: ##### Plot Date: 7/5/2018 11:34 AM

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TREE SURVEY LEGEND	
● 1504	SPECIMEN TREE TO REMAIN
⊗ 1547	SPECIMEN TREE TO REMOVE
⊠ 1161	PROTECTED TREE TO REMAIN
+ 1484	PROTECTED TREE TO REMOVE

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469-635-1900
TBAE Firm #BR643

LEONARD W. REES
1971
JULY 5, 2018

NORTH

50 25 0 50

1" = 50' - 0"

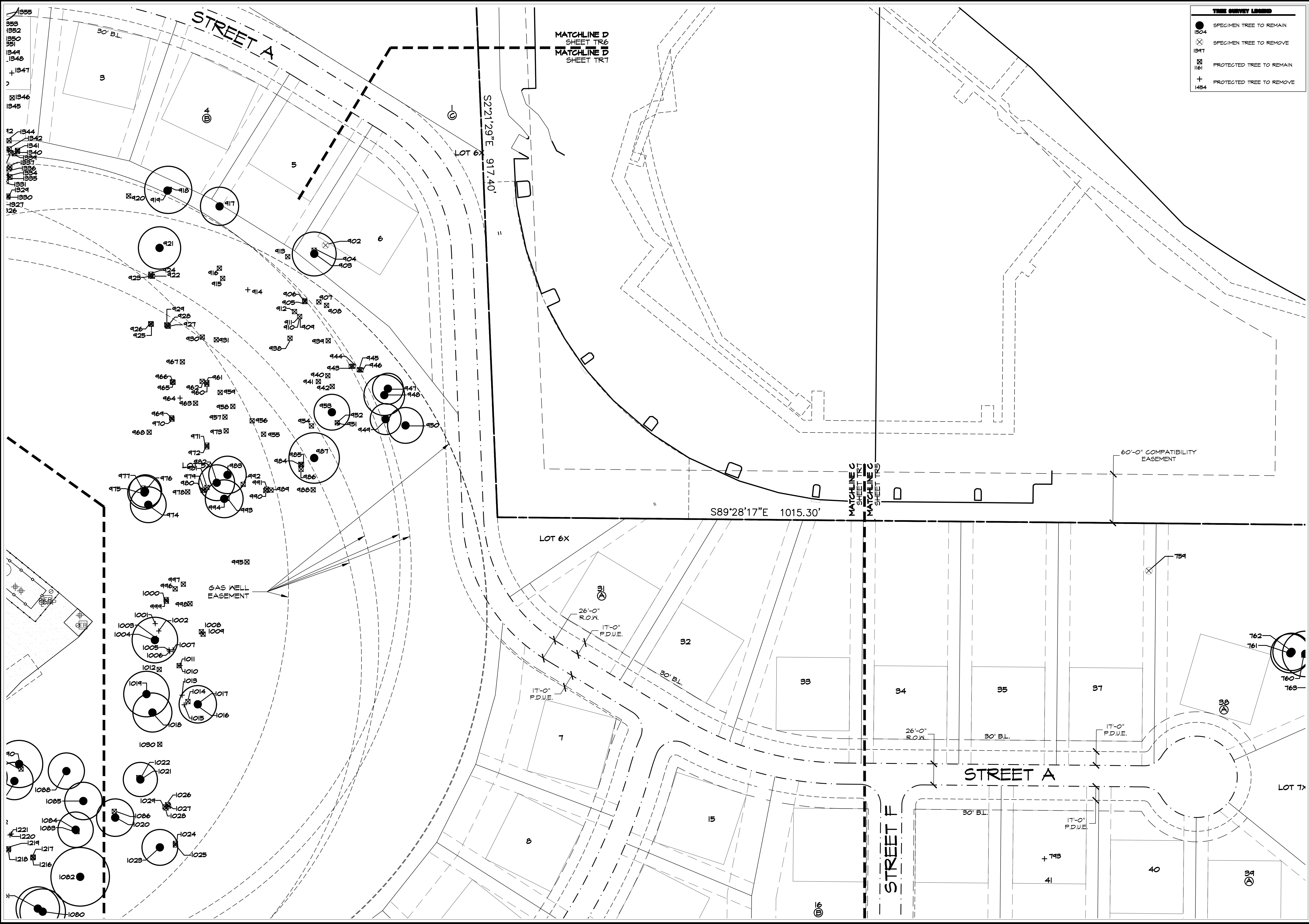
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One Inch

TREE SURVEY PLAN	
Tree Survey Layout Plan	
Townlake, Ph. 4	
Town of Flower Mound, Denton County, Texas	
PLAN REVIEW REVISIONS	DATE
BY	
#	0
PROJECT	
TBI016	
SHEET	
TR6 of 9	

Plotted by: ##### Plot Date: 7/5/2018 11:34 AM

Drawing: \\Studio3main\Users Shared Folders\shared\Projects\TBI016 - Townlake Ph. 4\DWG\TBI016-TS(1).dwg Saved By: Matthew Save Time: 7/5/2018 11:09 AM





One Inch

7

Townlake, Ph. 4

TYPE

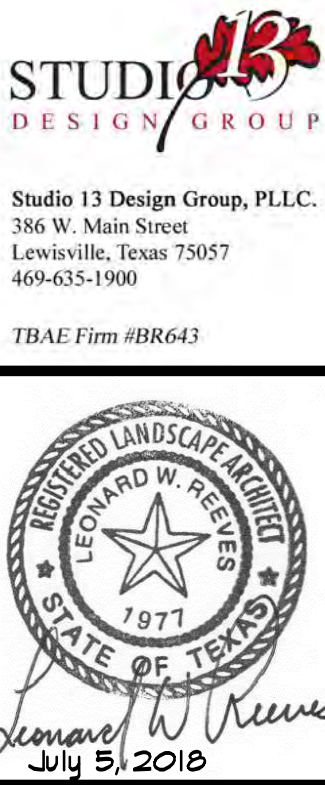
CHOCOLATE CRYSTALS

TBI016

TR8 of 9

Townlake Ph. 4 - Tree Mitigation

Tree Tag	Size	Species	Scientific Name	Condition	Protected	Specimen Tree	Location	Remove / Remain	Specimen Mitigation (cal. in.)	Mitigation In BLDG Area (cal. in.)	Mitigation In ROW Area (cal. in.)	Mitigation OBA (cal. in.)	Positive Credits for Specimen Preservation (cal. in.)	Positive Credits for Protected Preservation (cal. in.)
1051	26	Post Oak	Quercus stellata	CD, UL	Yes	Yes	OBA	Remain						
1052	10.5	Post Oak	Quercus stellata	US, UL	Yes	No	OBA	Remain						
1053	21.59	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1053	21.5	Post Oak	Quercus stellata	CD, OK	Yes	No	OBA	Remain						
1054	21.25	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1055	16	Post Oak	Quercus stellata	UL, OK	Yes	No	OBA	Remain						
1056	19.25	Post Oak	Quercus stellata	UL, OK	Yes	No	OBA	Remain						
1057	18.5	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1058	16.5	Post Oak	Quercus stellata	Slight UL, OK	Yes	No	OBA	Remain						
1059	20	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1060	23.5	Post Oak	Quercus stellata	OK	Yes	OBA	Remain							
1061	22	Post Oak	Quercus stellata	OK	Yes	Yes	OBA	Remain						
1062	22.25	Post Oak	Quercus stellata	Slight CD / OK	Yes	Yes	OBA	Remain						
1063	6.5	Post Oak	Quercus stellata	UL, US / OK	No	OBA	Remain							
1064	16.75	Post Oak	Quercus stellata	Slight CD / OK	Yes	No	OBA	Remain						
1065	17.25	Post Oak	Quercus stellata	Slight UL / OK	Yes	No	OBA	Remain						
1066	20.25	Post Oak	Quercus stellata	Heavy Lean at Crown / Slight UL, OK	Yes	No	OBA	Remain						
1067	13.5	Post Oak	Quercus stellata	Lean at Crown / US / UL	Yes	No	OBA	Remain						
1068	6.75	Post Oak	Quercus stellata	US / UL	Yes	No	OBA	Remain						
1069	19, 12.5	Post Oak	Quercus stellata	UL, OK	Yes	No	OBA	Remain						
1070	20.25	Post Oak	Quercus stellata	UL / Lean at Canopy / OK	Yes	No	OBA	Remain						
1071	26.25	Post Oak	Quercus stellata	OK	Yes	Yes	OBA	Remain						
1072	17	Post Oak	Quercus stellata	Slight UL / OK	Yes	No	OBA	Remain						
1073	21.25	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1074	14.5	Post Oak	Quercus stellata	UL / UL	Yes	No	OBA	Remain						
1076	22.5	Post Oak	Quercus stellata	OK	Yes	Yes	OBA	Remain						
1078	17.75	Post Oak	Quercus stellata	US / UL	Yes	No	OBA	Remain						
1079	16	Post Oak	Quercus stellata	US / UL	Yes	No	OBA	Remain						
1079	16.75	Post Oak	Quercus stellata	US / UL	Yes	No	OBA	Remain						
1080	22.25	Post Oak	Quercus stellata	US / UL	Yes	Yes	OBA	Remain						
1080	28	Post Oak	Quercus stellata	CD, OK	Yes	Yes	OBA	Remain						
1081	26.75	Post Oak	Quercus stellata	Lean, UL, OK Big	Yes	Yes	OBA	Remain						
1082	46	Blackjack	Quercus marilandica	4 Huge trees, some dead, trunk rot	Yes	No	OBA	Remain						
1083	17	Blackjack	Quercus marilandica	Lean, UL, CD	Yes	No	OBA	Remain						
1084	21.75	Blackjack	Quercus marilandica	UL, CD	Yes	Yes	OBA	Remain						
1085	21.75	Blackjack	Quercus marilandica	CD, OK	Yes	OBA	Remain							
1086	13	Blackjack	Quercus marilandica	Top Broke Off Pretty Dead	Yes	No	OBA	Remain						
1088	22.25	Blackjack	Quercus marilandica	Trunk Rot	Yes	Yes	OBA	Remain						
1089	20	Blackjack	Quercus marilandica	Lean, CD	Yes	OBA	Remain							
1089	23	Blackjack	Quercus marilandica	2 big limb gone, UL, Lean, CD	Yes	Yes	OBA	Remain						
1090	29	Post Oak	Quercus stellata	Big Limbs	Yes	Yes	OBA	Remain						
1091	17	Post Oak	Quercus stellata	CD Lean, UL, Trunk rot	Yes	No	OBA	Remain						
1092	25.25	Blackjack	Quercus marilandica	Straight, CD, UL	Yes	Yes	OBA	Remain						
1093	20	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1094		Post Oak	Quercus stellata	Dead	Yes	No	OBA	Remain						
1095	27	Post Oak	Quercus stellata	OK	Yes	Yes	OBA	Remain						
1096	34, 7.5	Post Oak	Quercus stellata	OK	Yes	OBA	Remain							
1097	27	Post Oak	Quercus stellata	OK	Yes	Yes	OBA	Remain						
1098	14.75	Post Oak	Quercus stellata	CD, UL	Yes	No	OBA	Remain						
1099	12.5	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1100	22	Post Oak	Quercus stellata	Trunk Rot, Bad Health	Yes	Yes	OBA	Remain						
1101	22.5	Post Oak	Quercus stellata	OK	Yes	Yes	OBA	Remain						
1102	16	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1103	17	Post Oak	Quercus stellata	Canopy Learning, UL, US	Yes	No	OBA	Remain						
1104	17.5	Post Oak	Quercus stellata	Canopy Learning, UL, US	Yes	No	OBA	Remain						
1105	19.25	Post Oak	Quercus stellata	CD, UL	Yes	No	OBA	Remain						
1106	16	Post Oak	Quercus stellata	Slight Trunk Rot, CD, US	Yes	No	OBA	Remain						
1107	16, 7.5	Post Oak	Quercus stellata	CD, OK	Yes	No	OBA	Remain						
1108	19.75	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1109	28	Post Oak	Quercus stellata	OK	Yes	Yes	OBA	Remain						
1110	18	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1111	34	Post Oak	Quercus stellata	CD	Yes	Yes	OBA	Remain						
1112	28	Post Oak	Quercus stellata	CD	Yes	OBA	Remain							
1114	15.5	Post Oak	Quercus stellata	Lean, UL, CD	Yes	No	OBA	Remain						
1115	17	Post Oak	Quercus stellata	UL, US, Lean at Canopy	Yes	No	OBA	Remain						
1116	22	Post Oak	Quercus stellata	CD	Yes	Yes	OBA	Remain						
1117	22	Post Oak	Quercus stellata	Slight Trunk Rot, Canopy Lean, US	Yes	Yes	OBA	Remain						
1118	12.5	Post Oak	Quercus stellata	US	Yes	No	OBA	Remain						
1119	36.5	Post Oak	Quercus stellata	CD, UL	Yes	Yes	OBA	Remain						
1120	22	Post Oak	Quercus stellata	CD, UL, Lean	Yes	Yes	OBA	Remain						
1121	19.75	Post Oak	Quercus stellata	UL, Lean	Yes	No	OBA	Remain						
1122	21.25	Post Oak	Quercus stellata	OK	No	OBA	Remain							
1123	22	Post Oak	Quercus stellata	UL	Yes	Yes	OBA	Remain						
1124	18	Post Oak	Quercus stellata	OK	No	OBA	Remain							
1125	13.25	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1126	12	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1127	7.75	Post Oak	Quercus stellata	Trunk Learning, US	Yes	No	OBA	Remain						
1128	14	Post Oak	Quercus stellata	CD	Yes	No	OBA	Remain						
1129	19	Post Oak	Quercus stellata	UL, CD	Yes	No	OBA	Remain						
1130	11	Post Oak	Quercus stellata	UL, CD	Yes	No	OBA	Remain						
1131	12.75	Post Oak	Quercus stellata	UL	Yes	No	OBA	Remain						
1132	11	Post Oak	Quercus stellata	UL, UL	Yes	No	OBA	Remain						
1133	9.75	Post Oak	Quercus stellata	UL, US, Lean at Canopy	Yes	No	OBA	Remain						
1134	12.75	Post Oak	Quercus stellata	UL, US, Lean at Canopy	Yes	No	OBA	Remain						
1135	12.75	Post Oak	Quercus stellata	UL, US, Lean at Canopy	Yes	No	OBA	Remain						
1136	13	Post Oak	Quercus stellata	UL, US, Lean at Canopy	Yes	No	OBA	Remain						
1138	22.25	Post Oak	Quercus stellata	CD, US	Yes	Yes	OBA	Remain						
1139	16, 25	Post Oak	Quercus stellata	OK	No	OBA	Remain							
1140	18	Post Oak	Quercus stellata	Sewer Learning, US, UL	Yes	No	OBA	Remain						
1141	11.5	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1142	11.75	Post Oak	Quercus stellata	UL	Yes	No	OBA	Remain						
1143	13	Post Oak	Quercus stellata	US	Yes	No	OBA	Remain						
1144	17	Post Oak	Quercus stellata	CD	Yes	No	OBA	Remain						
1144	15	Post Oak	Quercus stellata	CD, UL, US	Yes	No	OBA	Remain						
1146	15.25	Post Oak	Quercus stellata	CD	Yes	No	OBA	Remain						
1147	17.5	Post Oak	Quercus stellata	CD	Yes	No	OBA	Remain						
1148	18	Post Oak	Quercus stellata	CD	Yes	No	OBA	Remain						
1149	15.5	Post Oak	Quercus stellata	CD, US, UL	Yes	No	OBA	Remain						
1150	21.5	Post Oak	Quercus stellata	CD	Yes	No	OBA	Remain						
1151	11.75	Post Oak	Quercus stellata	CD, US	Yes	No	OBA	Remain						
1152	11.25	Post Oak	Quercus stellata	UL, US, Canopy Learning	Yes	No	OBA	Remain						
1153	4	Post Oak	Quercus stellata	UL, CD	Yes	No	OBA	Remain						
1154	15.5	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1155	8.25	Post Oak	Quercus stellata	Damage to Canopy	Yes	No	OBA	Remain						
1156	10.75	Post Oak	Quercus stellata	Missing Canopy	Yes	No	OBA	Remain						
1157	16.5	Post Oak	Quercus stellata	Canopy Learning	Yes	No	OBA	Remain						
1158	15	Post Oak	Quercus stellata	Canopy Learning	Yes	No	OBA	Remain						
1159	18	Post Oak	Quercus stellata	Canopy Damage, UL	Yes	No	OBA	Remain						
1160	17	Post Oak	Quercus stellata	UL, US, Canopy Learning	Yes	No	OBA	Remain						
1161	16, 25	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1162	14	Post Oak	Quercus stellata	CD, US	Yes	No	OBA	Remain						
1163	13.75	Post Oak	Quercus stellata	Severe Learning, US, UL	Yes	No	OBA	Remain						
1164	16	Post Oak	Quercus stellata	Canopy Learning, UL, US	Yes	OBA	Remain							
1165	7	Post Oak	Quercus stellata	US	Yes	No	OBA	Remain						
1166	7.5	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1167	13	Post Oak	Quercus stellata	UL, US, CD	Yes	No	OBA	Remain						
1168	15	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1169	10, 25	Post Oak	Quercus stellata	UL, CD	No	OBA	Remain							
1170	14	Post Oak	Quercus stellata	UL	Yes	No	OBA	Remain						
1171	15.25	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1172	10, 7.5	Post Oak	Quercus stellata	US, UL, Learning	Yes	OBA	Remain							
1176	8	Post Oak	Quercus stellata	US, UL, Canopy Lean	Yes	No	OBA	Remain						
1173	16	Post Oak	Quercus stellata	Canopy Lean, UL	Yes	No	OBA	Remain						
1174	14	Post Oak	Quercus stellata	Canopy Lean, UL	Yes	No	OBA	Remain						
1175	22.5	Post Oak	Quercus stellata	UL, OK	Yes	Yes	OBA	Remain						
1177	16, 25	Post Oak	Quercus stellata	CD, UL	Yes	No	OBA	Remain						
1178	9.5	Post Oak	Quercus stellata	UL	Yes	No	OBA	Remain						
1179	11, 25	Post Oak	Quercus stellata	UL / Slight US	Yes	No	OBA	Remain						
1180	13.5	Post Oak	Quercus stellata	CD	Yes	No								



Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

Tree Survey Plan Details
Townlake, Ph. 4
Town of Flower Mound, Denton County, Texas

DATE	BY	PLAN REVIEW REVISIONS	#	PROJECT	SHEET
			0	TB1016	TR9 of 9

Townlake Ph. 4 - Tree Mitigation

Tree Tag	Size	Species	Scientific Name	Condition	Protected	Specimen Tree	Location	Remove / Remain	Specimen Mitigation (cal. in.)	Mitigation in BLDG Area (cal. in.)	Mitigation in ROW Area (cal. in.)	Mitigation in OBA (cal. in.)	Positive Credits for Specimen Preservation (cal. in.)	Positive Credits for Protected Preservation (cal. in.)
1235	18	Post Oak	Quercus stellata	CD, OK	Yes	No	OBA	Remain						
1236	10	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1237	15.5	Post Oak	Quercus stellata	OK, UL	Yes	No	OBA	Remain						
1238	15	Post Oak	Quercus stellata	Canopy Leaning, UL	Yes	No	OBA	Remain						
1239	12.25	Post Oak	Quercus stellata	US, Canopy Leaning	Yes	No	OBA	Remain						
1240	12	Post Oak	Quercus stellata	Canopy Leaning, UL, US	Yes	No	OBA	Remain						
1241	10.25	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1242	9.25	Post Oak	Quercus stellata	Canopy Leaning, US	Yes	No	OBA	Remain						
1243	8.5	Post Oak	Quercus stellata	Canopy Leaning, US	Yes	No	OBA	Remain						
1244	13.5	Post Oak	Quercus stellata	UL, Lean	Yes	No	OBA	Remain						
1245	13.25	Post Oak	Quercus stellata	UL, Lean	Yes	No	OBA	Remain						
1246	11	Post Oak	Quercus stellata	Canopy Leaning, US	Yes	No	OBA	Remain						
1248	12.75	Post Oak	Quercus stellata	Canopy Leaning, UL	Yes	No	OBA	Remain						
1249	11.5	Post Oak	Quercus stellata	Dying, UL	Yes	No	OBA	Remain						
1250	10.25	Post Oak	Quercus stellata	CD, Canopy Leaning, UL	Yes	No	OBA	Remain						
1251	13.25	Post Oak	Quercus stellata	CD, UL	Yes	No	OBA	Remain						
1252	8.25	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1253	11.25	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1254	10.25	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1255	10.25	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1256	11	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1257	10.5	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1257	20.5	Post Oak	Quercus stellata	UL	Yes	No	OBA	Remain						
1258	10	Post Oak	Quercus stellata	Trunk Leaning, US	Yes	No	OBA	Remain						
1259		Post Oak	Quercus stellata	Dead										
1260	17	Post Oak	Quercus stellata	UL, OK	Yes	No	OBA	Remain						
1261	17.5	Post Oak	Quercus stellata	UL, OK	Yes	No	OBA	Remain						
1262	12	Post Oak	Quercus stellata	UL	Yes	No	OBA	Remain						
1263	13.5	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1264	8.75	Post Oak	Quercus stellata	Canopy Leaning, UL, US	Yes	No	OBA	Remain						
1265	16.25	Post Oak	Quercus stellata	Slight CD, OK	Yes	No	OBA	Remain						
1266	22	Cedar Elm	Ulmus crassifolia	Trunk Leaning, OK	Yes	Yes	OBA	Remain						
1267	34	Post Oak	Quercus stellata	CD, OK	Yes	Yes	OBA	Remain						
1269	14	Post Oak	Quercus stellata	OK	No	OK	OBA	Remain						
1270	38	Post Oak	Quercus stellata	OK	Yes	Yes	OBA	Remain						
1271	16	Post Oak	Quercus stellata	US, OK	Yes	No	OBA	Remain						
1272	18	Post Oak	Quercus stellata	OK	No	OK	OBA	Remain						
1273	11	Post Oak	Quercus stellata	Canopy Leaning, CD, Stressed	Yes	No	OBA	Remain						
1274	11.5	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1275	13.5	Post Oak	Quercus stellata	Canopy Leaning, UL	Yes	No	OBA	Remain						
1276	13.5	Post Oak	Quercus stellata	UL, Trunk Leaning	Yes	No	OBA	Remain						
1277	22	Post Oak	Quercus stellata	UL, Trunk Leaning	Yes	Yes	OBA	Remain						
1278	12	Post Oak	Quercus stellata	Canopy Leaning, CD, UL	Yes	No	OBA	Remain						
1279	17.5	Post Oak	Quercus stellata	CD, Canopy Leaning	Yes	No	OBA	Remain						
1280	12	Post Oak	Quercus stellata	UL, CD	Yes	No	OBA	Remain						
1281	7.5	Post Oak	Quercus stellata	US	Yes	No	OBA	Remain						
1282	12	Post Oak	Quercus stellata	UL	Yes	No	OBA	Remain						
1283	22	Post Oak	Quercus stellata	OK, CD	Yes	Yes	OBA	Remain						
1284	12	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1285		Post Oak	Quercus stellata	Dead	Yes	No	OBA	Remain						
1286	8.25	Post Oak	Quercus stellata	Canopy Leaning, US, UL	Yes	No	OBA	Remain						
1287	16.75	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1288	12.25	Post Oak	Quercus stellata	US, UL	Yes	No	OBA	Remain						
1289	11	Post Oak	Quercus stellata	US, Trunk Leaning	Yes	No	OBA	Remain						
1290	17	Post Oak	Quercus stellata	CD, OK	Yes	No	OBA	Remain						
1291	33	Post Oak	Quercus stellata	CD, OK	Yes	Yes	OBA	Remain						
1292	17.25	Post Oak	Quercus stellata	UL, OK	Yes	No	OBA	Remain						
1294	12.75	Post Oak	Quercus stellata	UL, Trunk Leaning	Yes	No	OBA	Remain						
1295	15	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1296	12	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1297	11	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1298	13	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1299	16.75	Post Oak	Quercus stellata	UL, Trunk Leaning	Yes	No	OBA	Remain						
1300	13.5	Post Oak	Quercus stellata	US, CD, UL	Yes	No	OBA	Remain						
1301	8.25	Post Oak	Quercus stellata	UL, OK	Yes	No	OBA	Remain						
1302	8.75	Post Oak	Quercus stellata	UL, OK	Yes	No	OBA	Remain						
1303	7.75	Post Oak	Quercus stellata	Canopy Leaning, UL, OK	Yes	No	OBA	Remain						
1304	15	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1305	11	Post Oak	Quercus stellata	Canopy Leaning, US, UL	Yes	No	OBA	Remain						
1306	20	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1307	17	Post Oak	Quercus stellata	CD, UL	Yes	No	OBA	Remain						
1308	15	Post Oak	Quercus stellata	CD, UL, Lean	Yes	No	OBA	Remain						
1309	18.5	Post Oak	Quercus stellata	Slight CD	Yes	No	OBA	Remain						
1310	11.5	Post Oak	Quercus stellata	Canopy Leaning, US, UL	Yes	No	OBA	Remain						
1311	12	Post Oak	Quercus stellata	CD, OK	Yes	No	OBA	Remain						
1312	12.5	Post Oak	Quercus stellata	CD, UL	Yes	No	OBA	Remain						
1313	16	Post Oak	Quercus stellata	Slight CD, OK	Yes	No	OBA	Remain						
1314	12.75	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1315	8.75	Post Oak	Quercus stellata	Canopy Leaning, US	Yes	No	OBA	Remain						
1316		Post Oak	Quercus stellata	Dead										
1317	13	Post Oak	Quercus stellata	OK	Yes	No	OBA	Remain						
1318	14.25	Post Oak	Quercus stellata	CD, US	Yes	No	OBA	Remain						
1319	10.75	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1320	13.25	Post Oak	Quercus stellata	UL, US	Yes	No	OBA	Remain						
1321	10.75	Post Oak	Quercus stellata	OK, UL	Yes	No	OBA	Remain						
1322	13.5	Post Oak	Quercus stellata	UL, Trunk Leaning	Yes	No	OBA	Remain						
1323	16	Post Oak	Quercus stellata	CD, OK	Yes	No	OBA	Remain						
1324	16.5	Post Oak	Quercus stellata	Leaning, UL	Yes	No	OBA	Remain						
1325		Post Oak	Quercus stellata	CD, OK	Yes	No	OBA	Remain						
1326	20	Post Oak	Quercus stellata	Heavy CD / Canopy Missing / UL	Yes	No	OBA	Remain						
1327	17	Post Oak	Quercus Stellata	UL	Yes	No	OBA	Remain						
1328	17.25	Post Oak	Quercus Stellata	UL	Yes	No	OBA	Remain						
1329	17.25	Post Oak	Quercus Stellata	UL	Yes	No	OBA	Remain						
1330	11.5	Post Oak	Quercus Stellata	UL	Yes	No	OBA	Remain						
1331	15	Post Oak	Quercus Stellata	UL / OK	Yes	No	OBA	Remain						
1332	12.5	Post Oak	Quercus Stellata	Slight US / Canopy Leaning	Yes	No	OBA	Remain						
1333	13	Post Oak	Quercus Stellata	UL / OK	Yes	No	OBA	Remain						
1334	11.75	Post Oak	Quercus Stellata	UL / OK	Yes	No	OBA	Remain						
1335	7.5	Post Oak	Quercus Stellata	UL / OK	Yes	No	OBA	Remain						
1336	12.5	Post Oak	Quercus Stellata	US / UL	Yes	No	OBA	Remain						
1337	13.25	Post Oak	Quercus Stellata	Slight CD / Trunk Split	Yes	No	OBA	Remain						
1338	9.75	Post Oak	Quercus Stellata	US / CD	Yes	No	OBA	Remain						
1339	18.5	Post Oak	Quercus Stellata	UL / OK	Yes	No	OBA	Remain						
1340	9.25	Post Oak	Quercus Stellata	UL / US / OK	Yes	No	OBA	Remain						
1341	9.5	Post Oak	Quercus Stellata	UL / US / OK	Yes	No	OBA	Remain						
1342	11.75	Post Oak	Quercus Stellata	UL / OK	Yes	No	OBA	Remain						
1343	10.5	Post Oak	Quercus Stellata	US / Canopy Leaning / UL	Yes	No	OBA	Remain						
1344	15.75	Post Oak	Quercus Stellata	UL / Canopy slight lean	Yes	No	OBA	Remain						
1345	20.25	Post Oak	Quercus Stellata	OK	Yes	No	BA	Remain						4
1346	16.25	Post Oak	Quercus Stellata	OK	Yes	No	BA	Remain						4
1347	15.25	Post Oak	Quercus Stellata	Slight CD / OK	Yes	No	BA	Remain						4
1348	15	Post Oak	Quercus Stellata	UL / OK	Yes	No	BA	Remove			3			
1349	20.75													

Exhibit “B”**DEVELOPMENT STANDARDS****Planned Development District No. 166 (PD-166)
Townlake, Phase Four**

The development on the property comprising approximately 89.924 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-166 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES

Development of Townlake Phase Four, comprising approximately 89.924 acres and consisting of single family detached and open space lots as shown on the approved Concept Plan, Exhibit “C”, shall comply with all regulations contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

The following uses shall be the only uses permitted in the Planned Development District.

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to section 98-972;
 - c. Garage Sale, subject to section 98-982;
 - d. Home occupation, subject to section 98-984;
 - e. Local utility line;
 - f. Model home;
 - g. Off-street parking, accessory;
 - h. Swimming pool, private, subject to section 98-996;
 - i. Tennis Courts
2. Specific Uses. No specific uses requiring the issuance of a specific use permit shall be permitted in PD-166.
 - a. Accessory Dwelling, subject to section 98-983;
3. Temporary Uses. Only the following temporary uses may be permitted in PD-166 uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, “Temporary Use Permits”:
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
 - b. Building material yard and construction office;
 - c. Field office, temporary;

B. RESIDENTIAL DIMENSIONAL REGULATIONS**1. Planned Development District No. 166 Residential Lot Standards are as follows:****Minimum dimensions.**

- a. Minimum lot area per dwelling. The minimum lot area shall be 21,780 square feet subject to Section 98-1023.
- b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be 100 feet, subject to Section 98-1024.
- c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,100 square feet, subject to Section 98-1025.
- d. Minimum front yard. The minimum front yard setback shall be 25 feet, subject to Section 98-1026.
- e. Minimum side yard. The minimum side yard shall be 15 feet, subject to Section 98-1027.
- f. Minimum rear yard. The minimum rear yard shall be 30 feet, subject to Section 98-1028.
- g. Building setbacks for all corner lots are as shown on the approved Concept Plan, Exhibit "C".

Maximum dimensions.

- a. Maximum lot coverage. The maximum lot coverage shall be 35% for all uses, subject to Section 98-129.
- b. Maximum height. The maximum height of buildings and structures shall be 3 stories or 35 feet for all uses, subject to Section 98-1031.
- c. The dimensional and area regulations contained in Subparagraphs a through h of this section shall not apply to common areas or lots owned by the homeowner's association for Townlake Phase Four ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within the development.

1. The maximum density shall be no more than 1 dwelling unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density).
2. There shall be a maximum of 56 residential lots as depicted on the attached Zoning Conceptual Plan.

D. SUPPLEMENTAL STANDARDS

1. As a Cluster Development, PD-166 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" as "Conservation Areas" shall be managed. Open Space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, or other qualified entity,

ORDINANCE NO. _____**Page 3**

pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. All designated open space areas shall be conserved in a recorded conservation easement as applicable prior to Planning and Zoning Commission approval of the first record plat within the development. The final Open Space Management Plan (OSMP) shall conform with the following:

- a. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.
 - b. Be recorded in the deed records of Denton County Texas as a restriction running with the land prior to the submittal of the first record plat within the development.
 - c. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the Zoning application (ZPD18-0006) and identified as Attachment B3 of the agenda item.
2. All landscaping, trails and open space shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.
3. A wrought iron or tubular steel fence shall be required where a residential lot abuts an open space/conservation easement area and shall be installed by the homebuilder at the time the residential structure is being built.
4. All amenity ponds shall have aeration by recirculating pumps or by fountains.
5. All landscaping shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.

OPEN SPACE MANAGEMENT PLAN

Townlake, Ph. 4

Maintenance of Common Areas:

Townlake Ph. 4 is comprised of 89.924 Acres total. Out of the 89.924 Acres a sum of 45.4 Acres (1,978,930.80 square foot) has been dedicated, which is equivalent to 50.5% of the required land.

The Open Space is divided into different classifications according to its present state or its intended or future uses. All Open Space Common Areas are to be conveyed to the Homeowners Association (H.O.A.) by the Developer. The H.O.A. will be established by the developer as a non-profit Corporation. The Members will be the **Townlake Lot** owners with one (1) vote for each Lot owner in all matters. A Board of Directors will be elected to manage and oversee the business and all other matters of the H.O.A., including the conservation requirements of the Town.

The structure and guidelines for the H.O.A. will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer concurrently with the Final Plat is approved, as required by the Town. The Covenants Conditions and Restrictions shall set forth Restriction and Enforcement guidelines.

The maintenance and management of the Common Areas will be the responsibility of the H.O.A. Board of Directors. It will be the responsibility of the H.O.A. to submit an annual status report of the maintenance areas, as outlined and determined by the Town and the H.O.A. Board of Directors.

The Common Areas and their care will be as follows:

1. Entry Open Spaces

1) Entry Features and Open Space

a) Description:

- i) All Entry Hardscape Monuments, Masonry Columns, and Entry Fence.
Located on Lot 1X, Block A, Lot 2X, Block B, and Lot 5X Block B.

b) Maintenance:

- i) Service and repairs of all the above items.

c) Uses:

- i) Locations for the major entrance/exit by the residence and guests.

2. Street Buffer Open Space

1) Street Buffer

a) Description:

- i) Linear 50'-0" Landscape buffer along Flower Mound Road
- ii) Street buffer land shall include the 30'-0" pipeline easement, a 20'-0" H.O.A. Maintenance easement, and a varying width drainage easement.
- iii) Street buffer area shall include an existing 8'-0" concrete trail, Primary Entry Monuments, Enhanced Landscape, Required Street Trees, and Split Rail Fencing.

- iv) Street buffer area is comprised of approximately 2.83 acres (123,371.59sf)
- b) Maintenance:
 - i) Street buffer open space and amenities will be maintained by the developer initially, then by the H.O.A., as outlined in the Dedications Restrictions. Service and repairs of all the items listed above.
- c) Uses:
 - i) Street buffer will be open to the public to contribute to the aesthetic rural vistas as well as for use of the existing 8'-0" hike and bike trail located along Flower Mound Road.

3. Existing Woodland Upland Habitat

1) Woodland Upland Habitat

- a) Description:
 - i) Outcrop of existing Wooded open space with trees covering 20%-100%
 - ii) Most of the existing Wooded Upland Habitats are comprised of Post Oaks and Cedar Elms. Other notable species on the site included American Elms, Eastern Red Cedars and Black Jack Oaks.
 - iii) Wooded open spaces make up approximately 4.977 acres (216,834sf). Current proximity is located in an existing surface equipment setback located on Lot 5X, Block B.
- b) Maintenance:
 - i) This Open Space will remain natural state with all wildlife habitats undisturbed.
 - ii) Gas well site will be under the supervision of the gas well site Operator.
 - iii) Heavily treed areas will be under the supervision of a licensed arborist, forester or landscape architect retained by the Developer and/or the H.O.A.
- c) Uses:
 - i) In coordination with the Private Meadows Open Space, the Wooded Upland Habitat areas will contribute to buffering the sound of the active gas system adjacent to the residences.
 - ii) The approved and finalized areas of the Surface Equipment Setback shall be open to the homeowners and their guests to enjoy these areas for hiking, wildlife observations, and passive recreation.

4. Private Open Space Eco-Fringe

1) Private Wooded Open Space Eco-Fringe

- a) Description:
 - i) Wooded Upland Habitats with tree coverage ranging from 20%-100%. Eco-Fringe is considered within 20 foot off of a residential lot property line or trail system and within 20 foot of a Private Meadow, Entry Open Space or Street Buffer Open Space.
 - ii) At this time, vines and undergrowth have been left to take over the trees which is causing damage by invading trees and their canopies. The Vines and undergrowth are mainly comprised of poison ivy and greenbrier – other notable vines present on site are, Carolina Snailseed, Cow Itch, Grape Vine and Virginia Creeper. Selective vines shall be pruned as outlined by the H.O.A. maintenance agreement - All vine species that is selected to be removed shall be managed by pruning, cutting or selected herbicides.
 - iii) Wooded open space eco-fringe areas are comprised of approximately 1.09 acres (47,845sf)

- iv) Invasive and non-native brush, vines and undergrowth should be cleared and removed. Mistletoe, Oak Wilt, Oak Decline, relative Canker Funguses, and Leaf Mildew may be cleared or dealt with immediately to insure the health of the particular tree. Developer or H.O.A. should contact the local registered Arborists or Landscape Architect to help outline further maintenance schedules for appropriate trees.
 - v) All selected non-protected trees, as outlined by the Town Ordinance-Section 94-22: The Protected Tree List & section 94-66: The Approved Tree Planting List, may be removed to allow appropriate room for planting native trees, plants, and groundcover. Any removal is subject to Town standards and permitting processes.
 - vi) Initial restoration measure will be done by the developer. Subsequent measures will be seen by the H.O.A.
 - vii) Heavily treed areas will be under the supervision of a licensed landscape architect, arborist or forester, retained by the Developer and/or the H.O.A. Contact the Town of Flower Mound Environmental Services before any work is done within the Upland Wooded habitat or native Prairie Habitat.
- b) Uses:
- i) In coordination with the Private Meadows Open Space, the Wooded Open Space Eco-Fringe areas will contribute to buffering the sound of the active gas system adjacent to the residences.

5. Bar Ditch Open Space

1) Bar Ditch

- a) Description:
 - i) Located along streets in open space common areas approximately 17'-6" off of the Right-of-Way. Bar Ditch Open Space is currently comprising 1.23 acres (58,210sf)
 - ii) Bar ditches are to be seeded with native mix, lined with Curlex erosion control blanket, or sodded with Bermuda grass.
- b) Maintenance:
 - i) Required mowing as needed per seasonal grass growth, and as outlined by developer and H.O.A. agreements.
 - ii) Edged between Bermuda grass or native mix and open space meadows or pastures should be maintained by a constant mowed 'natural' edge.
 - iii) Natural edge will define the spaces and a continuous shoveled edge will be the divider. Once the shoveled edge is created selected herbicides should be utilized twice a month during appropriate seasons to ensure that no new growth of turf transfers to the natural open space.
 - iv) Supervision and maintenance of culverts or other natural drainage structures.
 - v) Street buffer open space and amenities will be maintained by the developer initially, then by the H.O.A. Continuous measures will be taken to ensure that the constant mowed portions of Bar Ditch to be kept low. All adjacent vegetation will only be mowed, at a minimum, twice per year.
- c) Uses:
 - i) Pedestrian access throughout the open spaces for the residents and guests
 - ii) Drainage and utilities

6. Private Meadow Open Space

1) Meadows

- a) Description:
 - i) Open spaces within the development that lacks significant tree cover. Private Meadow Open Space will remain in its current native habitat.

- b) Maintenance:
 - i) Undergrowth and unwanted controllable weeds shall be handled by cultivation or approved herbicides or selective controlled burn as outlined by the Town.
 - ii) Meadows shall be mowed once each spring and once each fall.
 - iii) Meadows shall be over-seeded with approved native grasses in the spring where construction activity has disturbed natural states.
 - iv) Lot 1, Block C is to be maintained by the developer initially, then by the H.O.A., as outlined in the dedications and restrictions.
 - v) Private Meadows Open Space comprise approximately 13.11 acres (571,602sf)
- c) Uses:
 - i) Scenic views are a significant function for the meadows, and may be used for passive recreation.

7. Native Prairie Habitat

- 1) Native Prairie Habitat
 - a) Description:
 - i) These meadows presently have Little and Big bluestem grass, Switch Grass, Muhly Grass and Indian Grasses. This will be expanded to include more wildflowers, native grasses, and wetland groundcover & plants, seasonally, to keep the concept of true conservation development.
 - ii) Native Prairie Habitat areas comprise approximately 3.76 acres (163,886sf)
Located on Lot 1X, Block A, Lot 3X, Block A, Lot 6X, Block A, and Lot 7X, Block A
 - b) Maintenance:
 - i) Native mix groundcover, wildflowers, and other approved seed mixes shall be seeded seasonally.
 - ii) The developer and H.O.A. to create a schedule to coincide with appropriate seasonal timing. Developer and H.O.A. to seek consultant supervision and information over appropriate seeding measures and specifications.
 - c) Uses:
 - i) The rural pastoral open space vistas will be significant and the homeowners and their guests may enjoy these areas for picnics, parties and passive recreation.

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OPEN SPACE MANAGEMENT PLAN

Open Space Plan

Townlake, Ph. 4

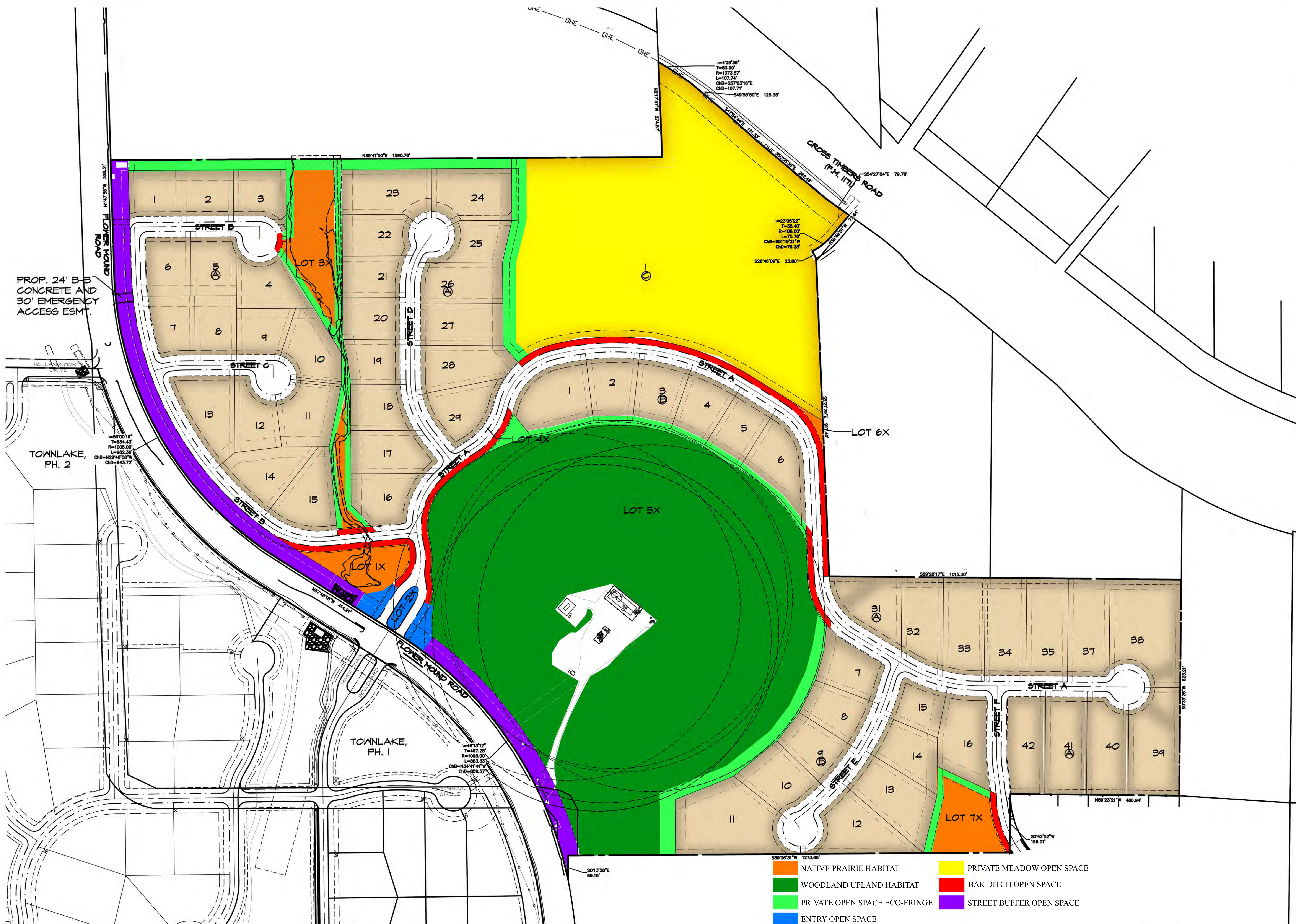
Town of Flower Mound, Denton County, Texas

#	PLAN REVIEW REVISIONS	BY	DATE
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PROJECT
TBI016

SHEET

EXHIBIT A



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 89.925 ACRES OF LAND SITUATED IN THE J. MALONE SURVEY, ABSTRACT NUMBER 857; AND THE M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 935, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 166 (PD-166) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 89.925 acres of land situated in the J. MALONE SURVEY, ABSTRACT NO. 857 and the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 935, Denton County, Texas, has filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 166 (PD-166) for Single Family Residential uses with Cluster Development Standards; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on September 24, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on October 1, 2018, with respect to the proposed planned development district as described herein; and,

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

WHEREAS, the Town Council finds that amendment of the Zoning map as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

ORDINANCE NO. _____**Page 2**

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

SECTION 1

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

89.925 acres of land situated in the J. MALONE SURVEY, ABSTRACT NO. 857 and the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 935, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 166 (PD-166) for Single Family Residential uses with Cluster Development Standards.

SECTION 2

The development standards, concept plan, concept landscape plan, and concept open space plan of the proposed Planned Development District No. 162 (PD-162), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes, are hereby approved as the development standards, concept plan, concept landscape plan, and concept open space plan for this Planned Development District No. 162 (PD-162).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 166 (PD-166), as set forth above.

SECTION 4

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

SECTION 5

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

SECTION 6

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

ORDINANCE NO. _____**Page 3**

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

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

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit "A"**LEGAL DESCRIPTION****89.925 ACRES**

BEING a tract of land situated in the J. MALONE SURVEY, ABSTRACT NO. 857 and the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 935, Town of Flower Mound, Denton County, Texas and being part of that tract of land described in Deed to Janet F. Bunn, according to the document filed of record in Volume 4945, Page 1458, Deed Records, Denton County, Texas and being all of that tract of land described as Part 2 in Deed to Janet F. Acker, according to the document filed of record under Document No. 2010-23898, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the west line of that tract of land described in Deed to Rand Byron Richard and Rebecca Lu Anne Richard, according to the document filed of record in Volume 1616, Page 523, Deed Records, Denton County, Texas for the northeast corner of that tract of land described in Deed to Lewisville Independent School District, according to the document filed of record in Volume 5167, Page 418, Deed Records, Denton County, Texas;

THENCE South 89 degrees 36 minutes 31 seconds West, with the north lien of said Lewisville Independent School District tract, a distance of 1,273.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the northwest corner of said Lewisville Independent School District tract;

THENCE South 00 degrees 13 minutes 58 seconds East, with the west line of said Lewisville Independent School District tract, a distance of 69.17 feet to a point for the intersection of said west line with the east line of Flower Mound Road, a 90 foot right-of-way, as described in Deed to the Town of Flower Mound, according to the document filed of record under Document No. 2010-23899, Deed Records, Denton County, Texas, said point being at the beginning of a non-tangent curve to the left having a central angle of 46 degrees 13 minutes 12 seconds, a radius of 1,095.00 feet and a chord bearing and distance of North 34 degrees 41 minutes 41 seconds West, 859.57 feet;

THENCE Northerly, with said east line, the following four (4) courses and distances:

Northwesterly, with said curve to the left, an arc distance of 883.33 feet to a point for corner;

North 57 degrees 48 minutes 18 seconds West, a distance of 414.21 feet to a point for corner at the beginning of a curve to the right having a central angle of 56 degrees 00 minutes 19 seconds, a radius of 1,005.00 feet and a chord bearing and distance of North 29 degrees 48 minutes 08 seconds West, 943.72 feet;

ORDINANCE NO. _____

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Northwesterly, with said curve to the right, an arc distance of 982.36 feet to a point for corner;

North 01 degrees 47 minutes 58 seconds West, a distance of 328.31 feet to a point for the intersection of said east line with the south line of that tract of land described in Deed to Metro Investments, according to the document filed of record in Volume 656, Page 303, Deed Records, Denton County, Texas;

THENCE North 89 degrees 41 minutes 00 seconds East, leaving said east line and with said south line, a distance of 1,590.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the southeast corner of said Metro Investments tract;

THENCE North 02 degrees 17 minutes 37 seconds West, with the east line of said Metro Investments tract, a distance of 274.67 feet to a 3.5 inch Texas Department of Transportation aluminum disk stamped "5093" found for the intersection of said east line with the southwesterly line of Farm to Market Road No. 1171, a variable width right-of-way, said point being at the beginning of a non-tangent curve to the right having a central angle of 04 degrees 29 minutes 39 seconds, a radius of 1,373.57 feet and a chord bearing and distance of South 57 degrees 03 minutes 16 seconds East, 107.71 feet;

THENCE Southeasterly, with said southwesterly line, the following five (5) courses and distances:

Southeasterly, with said curve to the right, an arc distance of 107.74 feet to a point for corner;

South 49 degrees 55 minutes 50 seconds East, a distance of 125.35 feet to a 3.5 inch Texas Department of Transportation aluminum disk found for corner;

South 47 degrees 54 minutes 44 seconds East, a distance of 131.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 50 degrees 05 minutes 36 seconds East, a distance of 262.46 feet to a 3.5 inch Texas Department of Transportation aluminum disk found for corner;

South 54 degrees 27 minutes 04 seconds East, a distance of 79.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

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THENCE South 39 degrees 49 minutes 01 seconds West, leaving said southwesterly line, a distance of 73.64 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 23 degrees 05 minutes 22 seconds, a radius of 188.00 feet and a chord bearing and distance of South 51 degrees 19 minutes 21 seconds West, 75.25 feet;

THENCE Southwesterly, with said curve to the right, an arc distance of 75.76 feet to an "X" found in concrete for corner;

THENCE South 26 degrees 46 minutes 09 seconds East, a distance of 23.80 feet to an "X" found in concrete for corner;

THENCE South 02 degrees 21 minutes 29 seconds East, a distance of 917.40 feet to a 1/2 inch iron rod with an orange plastic cap stamped "G&A" found for the southwest corner of that tract of land described in Deed to Rockpointe Church of Denton County, according to the document filed of record under Document No. 2005-36064, Deed Records, Denton County, Texas;

THENCE South 89 degrees 28 minutes 17 seconds East, with the south line of said Rockpointe Church of Denton County tract, a distance of 1,015.30 feet to a 1/2 inch iron rod with a orange plastic cap stamped "G&A" found in the west line of that tract of land described in Deed to Mohammed H. Mehrkhast and Fathieh Mehrkhast, Trustees, according to the document filed of record under Document No. 97-0014716, Deed Records, Denton County, Texas for the southeast corner of that tract of land described in Deed to Rockpointe Church of Denton County, according to the document filed of record under Document No. 2005-36063, Deed Records, Denton County, Texas;

THENCE South 00 degrees 33 minutes 25 seconds West, leaving said south line and with said west line, a distance of 623.21 feet to a 3/4 inch iron rod found for the northeast corner of the above mentioned Rand Byron Richard and Rebecca Lu Anne Richard tract;

THENCE North 89 degrees 23 minutes 21 seconds West, leaving said west line and with the north line of said Rand Byron Richard and Rebecca Lu Anne Richard tract, a distance of 486.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the northwest corner of said Rand Byron Richard and Rebecca Lu Anne Richard tract;

THENCE South 00 degrees 42 minutes 52 seconds West, with the west line of said Rand Byron Richard and Rebecca Lu Anne Richard tract, a distance of 169.01 feet to the **POINT OF BEGINNING** and containing 89.925 acres of land, more or less.

ORDINANCE NO. _____

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Exhibit "B"
DEVELOPMENT STANDARDS

Planned Development District No. 166 (PD-166)
Townlake, Phase Four

The development on the property comprising approximately 89.925 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-166 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES

Development of Townlake, Phase Four, comprising approximately 89.925 acres and consisting of single family detached and open space lots as shown on the approved Concept Plan, Exhibit "C", shall comply with all regulations contained in the Town's Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

The following uses shall be the only uses permitted in the Planned Development District.

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to section 98-972;
 - c. Garage Sale, subject to section 98-982;
 - d. Home occupation, subject to section 98-984;
 - e. Local utility line;
 - f. Model home;
 - g. Off-street parking, accessory;
 - h. Swimming pool, private, subject to section 98-996;
 - i. Tennis Courts
2. Specific Uses. No specific uses requiring the issuance of a specific use permit shall be permitted in PD-166.
 - a. Accessory Dwelling, subject to section 98-983;
3. Temporary Uses. Only the following temporary uses may be permitted in PD-166 uses subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
 - b. Building material yard and construction office;
 - c. Field office, temporary;

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. Planned Development District No. 166 Residential Lot Standards are as follows:

Minimum dimensions.

- a. Minimum lot area per dwelling. The minimum lot area shall be 21,780 square feet subject to Section 98-1023.
- b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be 100 feet, subject to Section 98-1024.
- c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,100 square feet, subject to Section 98-1025.
- d. Minimum front yard. The minimum front yard setback shall be 25 feet, subject to Section 98-1026.
- e. Minimum side yard. The minimum side yard shall be 15 feet, subject to Section 98-1027.
- f. Minimum rear yard. The minimum rear yard shall be 30 feet, subject to Section 98-1028.
- g. Building setbacks for all corner lots are as shown on the approved Concept Plan, Exhibit "C".

Maximum dimensions.

- a. Maximum lot coverage. The maximum lot coverage shall be 35% for all uses, subject to Section 98-129.
- b. Maximum height. The maximum height of buildings and structures shall be 3 stories or 35 feet for all uses, subject to Section 98-1031.
- c. The dimensional and area regulations contained in Subparagraphs a through h of this section shall not apply to common areas or lots owned by the homeowner's association for Townlake Phase Four ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within the development.

1. The maximum density shall be no more than 1 dwelling unit per 1.6 acres ($100/1.6 = 62$ units or a 24% increase above the base density).
2. There shall be a maximum of 56 residential lots as depicted on the attached Zoning Conceptual Plan.

D. SUPPLEMENTAL STANDARDS

1. As a Cluster Development, PD-166 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" as "Conservation Areas" shall be managed. Open Space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. All designated open space areas shall be conserved in a

ORDINANCE NO. _____**Page 9**

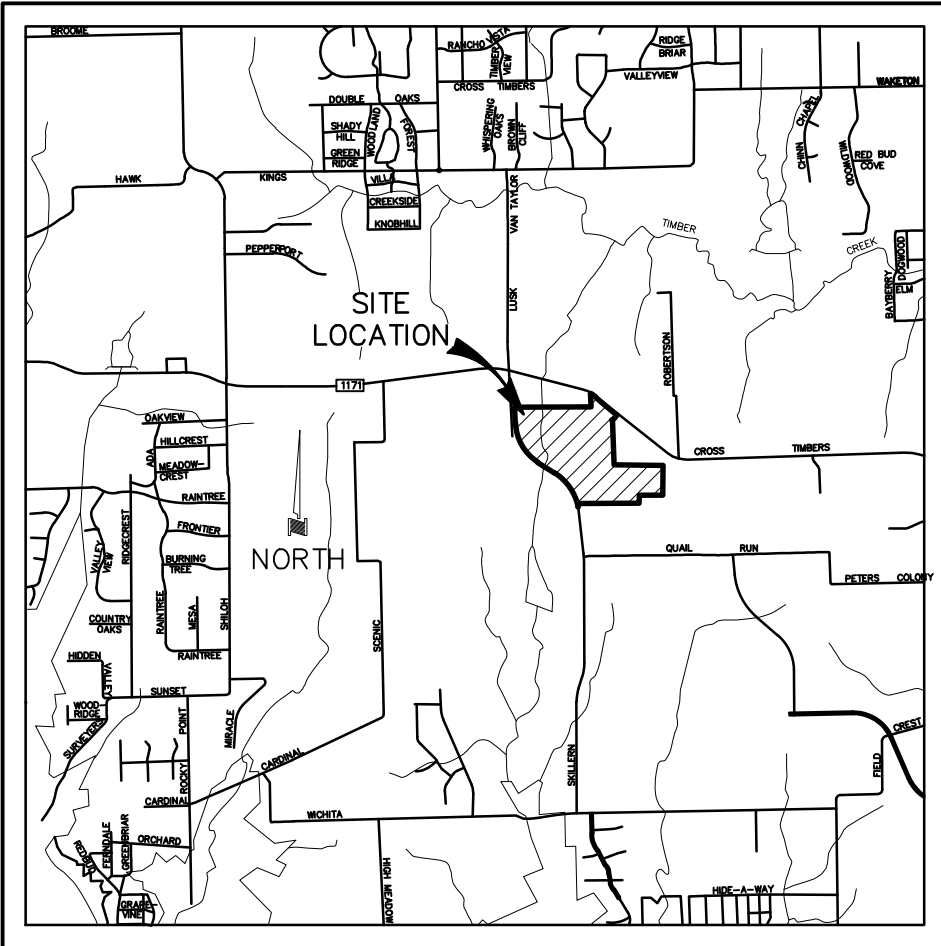
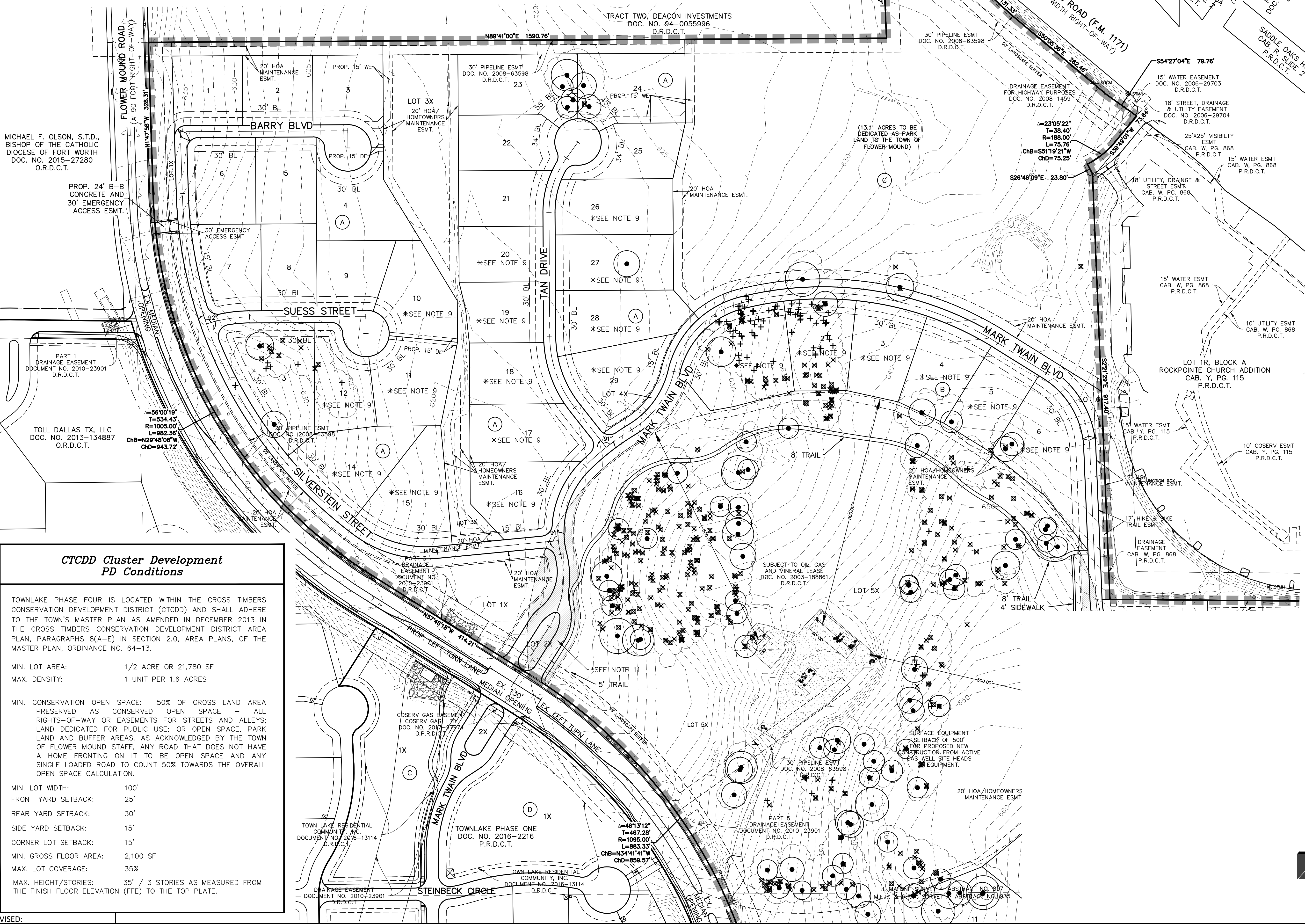
recorded conservation easement as applicable prior to Planning and Zoning Commission approval of the first record plat within the development. The final Open Space Management Plan (OSMP) shall conform with the following:

- a. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.
 - b. Be recorded in the deed records of Denton County Texas as a restriction running with the land prior to the submittal of the first record plat within the development.
 - c. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the Zoning application (ZPD18-0006) and identified as Attachment B3 of the agenda item.
2. All landscaping, trails and open space shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.
3. A wrought iron or tubular steel fence shall be required where a residential lot abuts an open space/conservation easement area and shall be installed by the homebuilder at the time the residential structure is being built.
4. All amenity ponds shall have aeration by recirculating pumps or by fountains.
5. All landscaping shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.

TOWNLAKE PHASE FOUR:

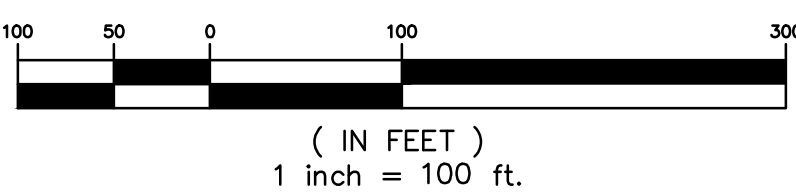
MASTER PLAN FEATURES	
LAND USE PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
URBAN DESIGN PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
PARKS AND TRAILS	A PARK IS LOCATED EAST AND SOUTH OF TOWNLAKE PHASES ONE THRU THREE. A MULTI-PURPOSE TRAIL AND EQUESTRIAN TRAIL BISECT TOWNLAKE PHASES ONE THRU THREE AND PARALLEL FLOWER MOUND ROAD. THE ANCIENT CROSS TIMBERS ECOLOGICAL REGION
OPEN SPACE PLAN	FLOWER MOUND ROAD (MAJOR ARTERIAL)
THOROUGHFARE PLAN	CROSS TIMBERS ROAD (MAJOR ARTERIAL)
WATER PLAN	12' WITHIN FLOWER MOUND ROAD (FM 3040), CROSS TIMBERS ROAD (FM 1171), & QUAIL RUN
WASTEWATER	NO SEWER SERVICE
ECONOMIC IMPACT	

Exhibit "C" CONCEPT PLAN



LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE



LEGEND

- WE WATERLINE EASEMENT
- DE DRAINAGE EASEMENT
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
- BUILDING LINE
- LOT LINE
- TREE LINE
- SPECIMEN TREE
- ⊗ PROTECTED (NON-SPECIMEN) TREE
- + TREE TO BE REMOVED
- PROPOSED ZONING PLANNED DEVELOPMENT AREA

ZONING PLANNED DEVELOPMENT
A CLUSTER DEVELOPMENT ~ 89.924 ACRES
56 RESIDENTIAL LOTS 8 OPEN SPACE LOTS
CONCEPT PLAN
TOWNLAKE PHASE FOUR

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS

SEPTEMBER 2018 SCALE: 1"=100'

CASE NO. ZPD18-0006

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

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

CTCDD Cluster Development
PD Conditions

TOWNLAKE PHASE FOUR IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN DECEMBER 2013 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, PARAGRAPHS 8(A-E) IN SECTION 2.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 64-13.

MIN. LOT AREA: 1/2 ACRE OR 21,780 SF
MAX. DENSITY: 1 UNIT PER 1.6 ACRES

MIN. CONSERVATION OPEN SPACE: 50% OF GROSS LAND AREA PRESERVED AS CONSERVED OPEN SPACE - ALL RIGHTS-OF-WAY OR EASEMENTS FOR STREETS AND ALLEYS; LAND DEDICATED FOR PUBLIC USE; OR OPEN SPACE, PARK LAND AND BUFFER AREAS. AS ACKNOWLEDGED BY THE TOWN OF FLOWER MOUND STAFF, ANY ROAD THAT DOES NOT HAVE A HOME FRONTING ON IT TO BE OPEN SPACE AND ANY SINGLE LOADED ROAD TO COUNT 50% TOWARDS THE OVERALL OPEN SPACE CALCULATION.

MIN. LOT WIDTH: 100'
FRONT YARD SETBACK: 25'
REAR YARD SETBACK: 30'
SIDE YARD SETBACK: 15'
CORNER LOT SETBACK: 15'
MIN. GROSS FLOOR AREA: 2,100 SF
MAX. LOT COVERAGE: 35%
MAX. HEIGHT/STORIES: 35' / 3 STORIES AS MEASURED FROM THE FINISH FLOOR ELEVATION (FFE) TO THE TOP PLATE.

REVISED:

1. THIS PROPERTY IS SUBJECT TO PD _____

2. THIS PROPERTY IS SUBJECT TO THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, PARAGRAPHS 8(A-E), SECTION 2.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 64-13.

- 2.1. THE MAXIMUM SHALL BE NO MORE THAN 1 DWELLING UNIT PER 1.6 ACRES ($89.924/1.6=56$ UNITS).

2.2. AS A CLUSTER DEVELOPMENT, PD-_____ SHALL HAVE A MINIMUM OF FIFTY PERCENT (50% OF THE GROSS LAND AREA PRESERVED AS OPEN SPACE FOR THE DEVELOPMENT.

3. PURSUANT TO THE ORDINANCE NO. 3692 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGEWAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.

4. LANDSCAPE BUFFER LOTS, OPEN SPACE LOTS, AND DRAINAGE EASEMENTS SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.

5. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF TUBULAR STEEL.

6. UPKEEP AND MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER AND SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:

- 6.1. GRASS AND GROUND COVER SHALL BE KEPT TO A HEIGHT REQUIRED BY THE TOWN ORDINANCE.

6.2. THE DETENTION FACILITY SHALL BE KEPT FREE OF DEBRIS AND LITTER, WITH PARTICULAR ATTENTION GIVEN TO KEEPING THE OUTLET STRUCTURE CLEAR AT ALL TIMES.

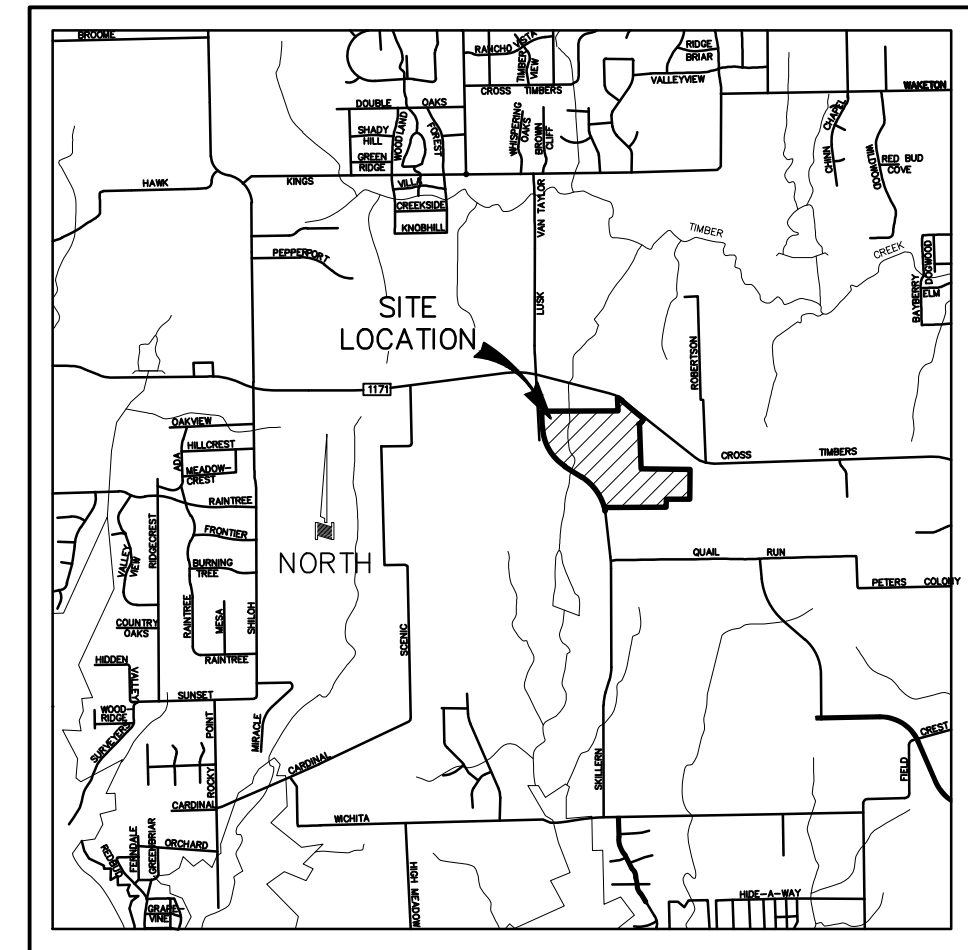
6.3. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE FACILITY AS REQUIRED TO ENSURE THAT THERE IS NO REDUCTION IN FUNCTION OR DETENTION CAPACITY
7. NO DUMPING OF ANY TYPE IS PERMITTED WITHIN THE PRIVATE DRAINAGE EASEMENT AREA.

8. THE EMERGENCY ACCESS DRIVE WITHIN COMMON AREA LOT 1X, BLOCK A SHALL BE CONSTRUCTED OF ENHANCED PAVING SUCH AS STAMPED CONCRETE WITH MOUNTABLE CURB CAPABLE OF SUPPORTING 85,000 POUNDS, SHALL BE MAINTAINED BY THE HOA, AND SHALL BE EQUIPPED WITH PROPER SIGNAGE AND BARRICADES.

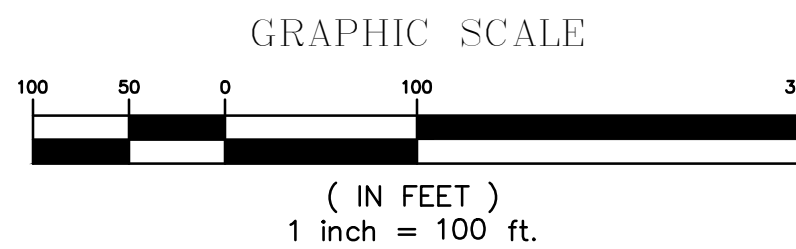
9. PER SEC. 34-422(C)(4) OIL AND GAS WELL PERMIT OF THE OIL & GAS DRILLING ORDINANCE; THE IDENTIFIED TRACT OR LOT IS LOCATED LESS THAN ONE THOUSAND FEET (1,000') FROM AN EXISTING OIL OR GAS WELL AND IS SUBJECT TO THE CODES AND ORDINANCES OF THE TOWN OF FLOWER MOUND.

10. PER SEC. 34-454 (E) & (F) GENERAL REQUIREMENTS AND MINIMUM DESIGN STANDARDS OF THE PIPELINE ORDINANCE; TOLL DALLAS TX LLC, BY AND THROUGH ITS DULY UNDERSIGNED AND AUTHORIZED OFFICER, DOES HEREBY STATE THAT IT FULLY REALIZES THAT IT IS APPLYING FOR A PERMIT FROM THE TOWN OF FLOWER MOUND TO BUILD WITHIN ONE HUNDRED FEET (100') OF AN EXISTING OIL OR GAS PIPELINE OR PIPELINE EASEMENT, AND THAT THE TOWN OF FLOWER MOUND CONSIDERS BUILDING NEAR SUCH PIPELINE OR PIPELINE EASEMENT TO HAVE CERTAIN INHERENT DANGERS, INCLUDING, BUT NOT LIMITED TO, EXPLOSION AND RELEASE OF NOXIOUS, TOXIC AND FLAMMABLE SUBSTANCES. FOR THE AFORESAIDED REASONS, TOLL DALLAS TX LLC, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE AND AGREES TO FOREVER HOLD HARMLESS THE TOWN OF FLOWER MOUND, TEXAS, ITS OFFICERS, OFFICIALS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL LIABILITY IN ANY WAY ARISING FROM THE BUILDING, USE OR HABITATION OF THE STRUCTURE(S) DESCRIBED IN THE SAID PERMIT.

11. PER THE OIL & GAS BOARD OF APPEALS MEETING HELD ON JUNE 20, 2018, AN APPROVAL WAS GRANTED TO TOLL DALLAS TX LLC, FOR THE VARIANCE FROM SECTION 34-422(c)(4), AS SET FORTH IN ORDINANCE NO. 23-07 ADOPTED BY TOWN COUNCIL. THIS APPROVAL OF VARIANCE ALLOWS THE DECREASE OF THE 500 FOOT SETBACK TO APPROXIMATELY 400 FEET ON THE WEST SIDE OF THE PAD SITE & APPROXIMATELY 460 FEET ON THE EAST SIDE OF THE PAD SITE. THIS VARIANCE ALLOWS UP TO 50,000 SQUARE FEET OF LAND FOR PROPOSED PAVEMENT & EASEMENTS TO BE PERMITTED WITHIN THE 500 FOOT SETBACK.



LOCATION MAP
NOT TO SCALE



LEGEND

WE	WATERLINE EASEMENT
DE	DRAINAGE EASEMENT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
----	BUILDING LINE
_____	LOT LINE
	TREE LINE
	SPECIMEN TREE
⊗	PROTECTED (NON-SPECIMEN) TREE
+	TREE TO BE REMOVED
	PROPOSED ZONING PLANNED DEVELOPMENT AREA

ZONING PLANNED DEVELOPMENT
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TOWNLAKE PHASE FOUR

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS

SEPTEMBER 2018 SCALE: 1"=100'

CASE NO. ZPD18-0006

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

PLANNER/ENGINEER/SURVEYOR

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

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

LEGAL DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

BEING A TRACT OF LAND SITUATED IN THE J. MALONE SURVEY, ABSTRACT NO. 857 AND THE M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 935, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO JANET F. BUNN, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 4945, PAGE 1458, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS PART 2 IN DEED TO JANET F. ACKER, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2010-23898, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 1616, PAGE 523, DEED RECORDS, DENTON COUNTY, TEXAS FOR THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO LEWISVILLE INDEPENDENT SCHOOL DISTRICT, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 5167, PAGE 418, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 36 MINUTES 31 SECONDS WEST, WITH THE NORTH LIEN OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT, A DISTANCE OF 1,273.70 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE NORTHWEST CORNER OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT;

THENCE SOUTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, WITH THE WEST LINE OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT, A DISTANCE OF 69.17 FEET TO A POINT FOR THE INTERSECTION OF SAID WEST LINE WITH THE EAST LINE OF FLOWER MOUND ROAD, A 90 FOOT RIGHT-OF-WAY, AS DESCRIBED IN DEED TO THE TOWN OF FLOWER MOUND, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2010-23899, DEED RECORDS, DENTON COUNTY, TEXAS, SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 13 MINUTES 12 SECONDS, A RADIUS OF 1,095.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 41 MINUTES 41 SECONDS WEST, 859.57 FEET;

THENCE NORTHERLY, WITH SAID EAST LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTHWESTERLY, WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 883.33 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 48 MINUTES 18 SECONDS WEST, A DISTANCE OF 414.21 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 56 DEGREES 00 MINUTES 19 SECONDS, A RADIUS OF 1,005.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 48 MINUTES 08 SECONDS WEST, 943.72 FEET;

NORTHWESTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 982.36 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 47 MINUTES 58 SECONDS WEST, A DISTANCE OF 328.31 FEET TO A POINT FOR THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO METRO INVESTMENTS, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 656, PAGE 303, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST, LEAVING SAID EAST LINE AND WITH SAID SOUTH LINE, A DISTANCE OF 1,590.76 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE SOUTHEAST CORNER OF SAID METRO INVESTMENTS TRACT;

THENCE NORTH 02 DEGREES 17 MINUTES 37 SECONDS WEST, WITH THE EAST LINE OF SAID METRO INVESTMENTS TRACT, A DISTANCE OF 274.67 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK STAMPED '5093' FOUND FOR THE INTERSECTION OF SAID EAST LINE WITH THE SOUTHWESTERLY LINE OF FARM TO MARKET ROAD NO. 1171, A VARIABLE WIDTH RIGHT-OF-WAY, SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 29 MINUTES 39 SECONDS, A RADIUS OF 1,373.57 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57 DEGREES 03 MINUTES 16 SECONDS EAST, 107.71 FEET;

THENCE SOUTHEASTERLY, WITH SAID SOUTHWESTERLY LINE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTHEASTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 107.74 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 125.35 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK FOUND FOR CORNER;

SOUTH 47 DEGREES 54 MINUTES 44 SECONDS EAST, A DISTANCE OF 131.33 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER;

SOUTH 50 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 262.46 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK FOUND FOR CORNER;

SOUTH 54 DEGREES 27 MINUTES 04 SECONDS EAST, A DISTANCE OF 79.76 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER;

THENCE SOUTH 39 DEGREES 49 MINUTES 01 SECONDS WEST, LEAVING SAID SOUTHWESTERLY LINE, A DISTANCE OF 73.64 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23 DEGREES 05 MINUTES 22 SECONDS, A RADIUS OF 188.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 19 MINUTES 21 SECONDS WEST, 75.25 FEET;

THENCE SOUTHWESTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 75.76 FEET TO AN 'X' FOUND IN CONCRETE FOR CORNER;

THENCE SOUTH 26 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 23.80 FEET TO AN 'X' FOUND IN CONCRETE FOR CORNER;

THENCE SOUTH 02 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 917.40 FEET TO A 1/2 INCH IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED 'G&A' FOUND FOR THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROCKPOINTE CHURCH OF DENTON COUNTY, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2005-36064, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 28 MINUTES 17 SECONDS EAST, WITH THE SOUTH LINE OF SAID ROCKPOINTE CHURCH OF DENTON COUNTY TRACT, A DISTANCE OF 1,015.30 FEET TO A 1/2 INCH IRON ROD WITH A ORANGE PLASTIC CAP STAMPED 'G&A' FOUND IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO MOHAMMED H. MEHRKHAFT AND FATHIEH MEHRKHAFT, TRUSTEES, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 97-0014716, DEED RECORDS, DENTON COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROCKPOINTE CHURCH OF DENTON COUNTY, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2005-36063, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 33 MINUTES 25 SECONDS WEST, LEAVING SAID SOUTH LINE AND WITH SAID WEST LINE, A DISTANCE OF 623.21 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE ABOVE MENTIONED RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT;

THENCE NORTH 89 DEGREES 23 MINUTES 21 SECONDS WEST, LEAVING SAID WEST LINE AND WITH THE NORTH LINE OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT, A DISTANCE OF 486.94 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE NORTHWEST CORNER OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT;

THENCE SOUTH 00 DEGREES 42 MINUTES 52 SECONDS WEST, WITH THE WEST LINE OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT, A DISTANCE OF 169.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 89.925 ACRES OF LAND, MORE OR LESS.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOHN L. MELTON, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my supervision, in accordance with the subdivision regulations of THE Town of Flower Mound, Texas.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

John L. Melton
Registered Professional Land Surveyor
No. 4268

STATE OF TEXAS §
COUNTY OF COLLIN §

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

WITNESS MY HAND AND SEAL OF OFFICE, this _____day of _____, 2018.

Notary Public in and for the State of Texas

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	A	22576	0.52
2	A	22725	0.52
3	A	24618	0.57
4	A	30560	0.70
5	A	24437	0.56
6	A	27107	0.62
7	A	25697	0.59
8	A	22440	0.52
9	A	21971	0.50
10	A	28009	0.64
11	A	30053	0.69
12	A	24850	0.57
13	A	41065	0.94
14	A	31895	0.73
15	A	33233	0.76
16	A	28997	0.67
17	A	30387	0.70
18	A	23212	0.53
19	A	22119	0.51
20	A	21780	0.50

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	A	22394	0.51
23	A	34869	0.80
24	A	34957	0.80
25	A	22791	0.52
26	A	30168	0.69
27	A	30510	0.70
28	A	32359	0.74
29	A	29925	0.69
30	A	35703	0.82
31	A	31563	0.72
32	A	35395	0.81
33	A	35791	0.82
34	A	35791	0.82
35	A	35779	0.82
36	A	59935	1.38
37	A	44347	1.02
38	A	34292	0.79
39	A	35818	0.82
40	A	37068	0.85

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
2	B	26569	0.61
3	B	26569	0.61
4	B	25711	0.59
5	B	23402	0.54
8	B	24502	0.56
9	B	24502	0.56
10	B	29458	0.68
11	B	58171	1.34
12	B	37652	0.86
13	B	37295	0.86
14	B	26464	0.61
15	B	21971	0.50
16	B	39392	0.90

HOA LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
LOT 1X	A	132459	3.04
LOT 2X	A	4993	0.11
LOT 3X	A	110663	2.54
LOT 4X	A	4910	0.11
LOT 5X	B	1069300	24.55
LOT 6X	A	25400	0.58
LOT 7X	B	41768	0.96

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	C	571062	13.11

ZONING PLANNED DEVELOPMENT
A CLUSTER DEVELOPMENT ~ 89.924 ACRES
56 RESIDENTIAL LOTS 8 OPEN SPACE LOTS
CONCEPT PLAN
TOWNLAKE PHASE FOUR

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS

SEPTEMBER 2018 SCALE: NTS

CASE NO. ZPD18-0006

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

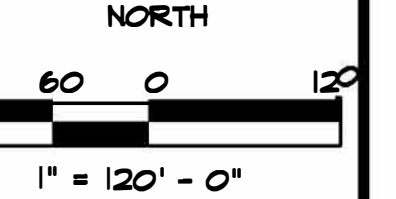
PLANNER/ENGINEER/SURVEYOR
 **DOWDEY, ANDERSON & ASSOCIATES, INC.**
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

STUDIO 13
DESIGN GROUP

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

TBAE Firm #BR643

September 10, 2018

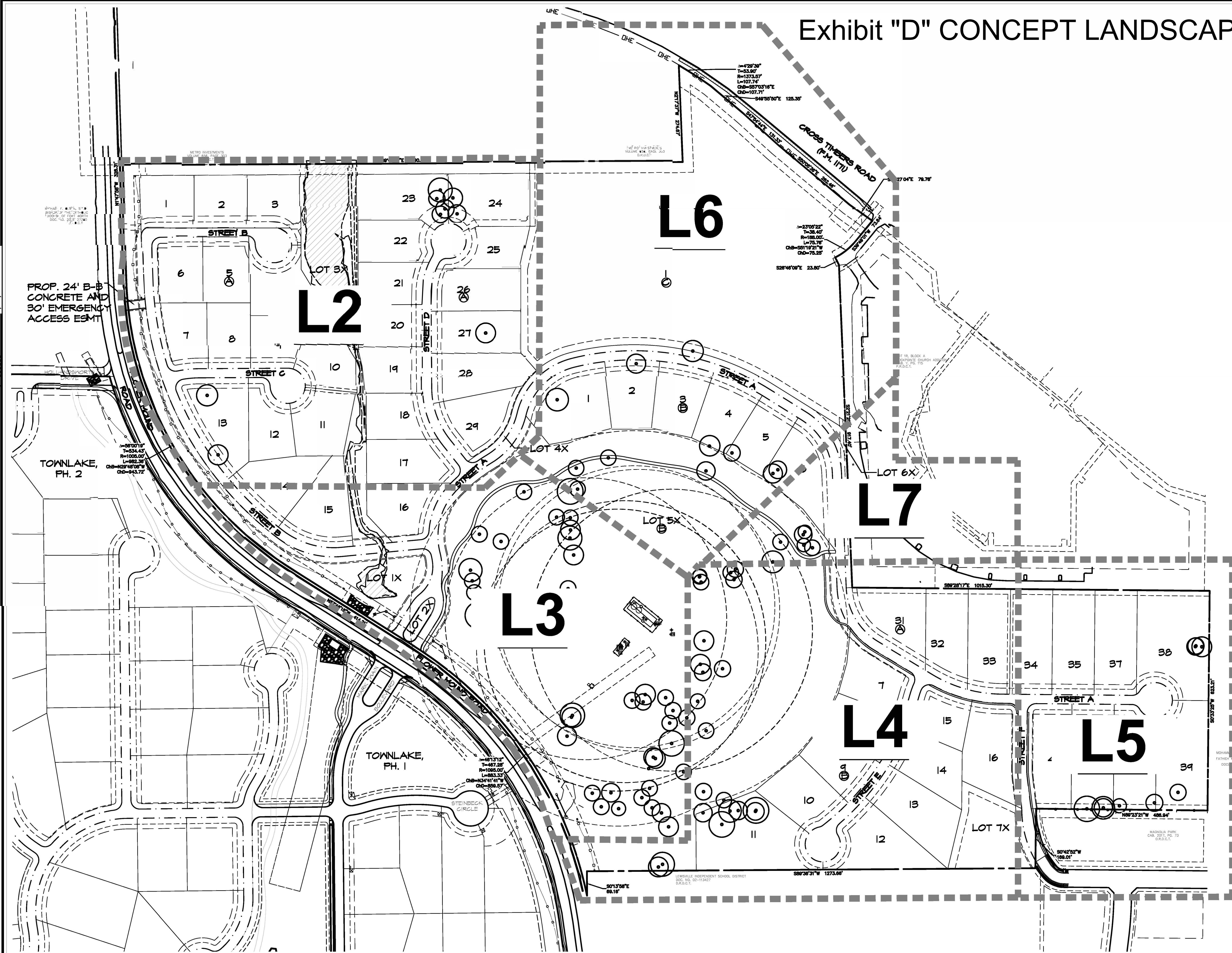


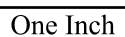
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Lowlake, Ph. 4
Town of Flower Mound, Denton County, Texas

PROJECT
TBI016

SHEET
L1 of 9





Town of Flower Mound, Denton County, Texas

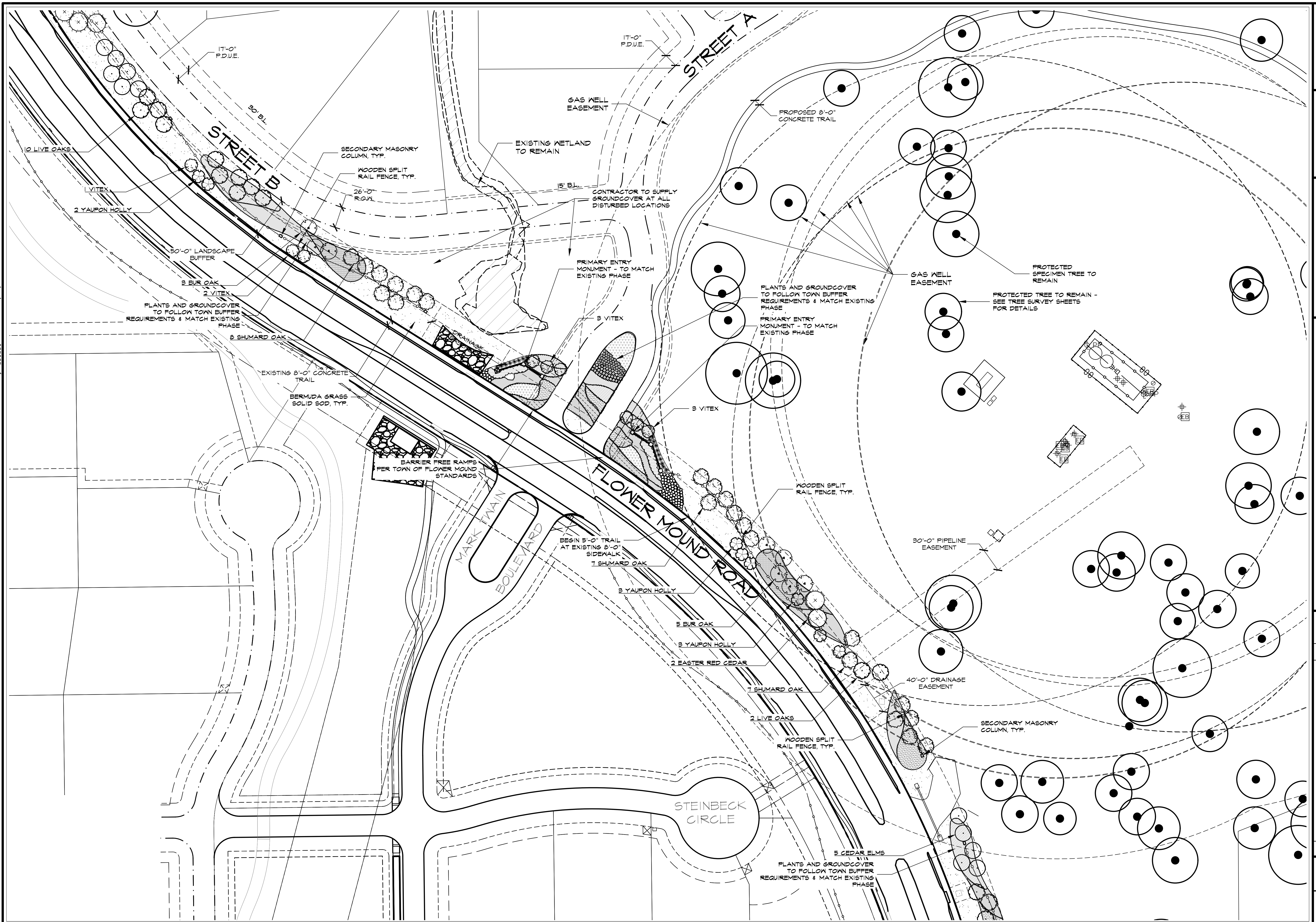
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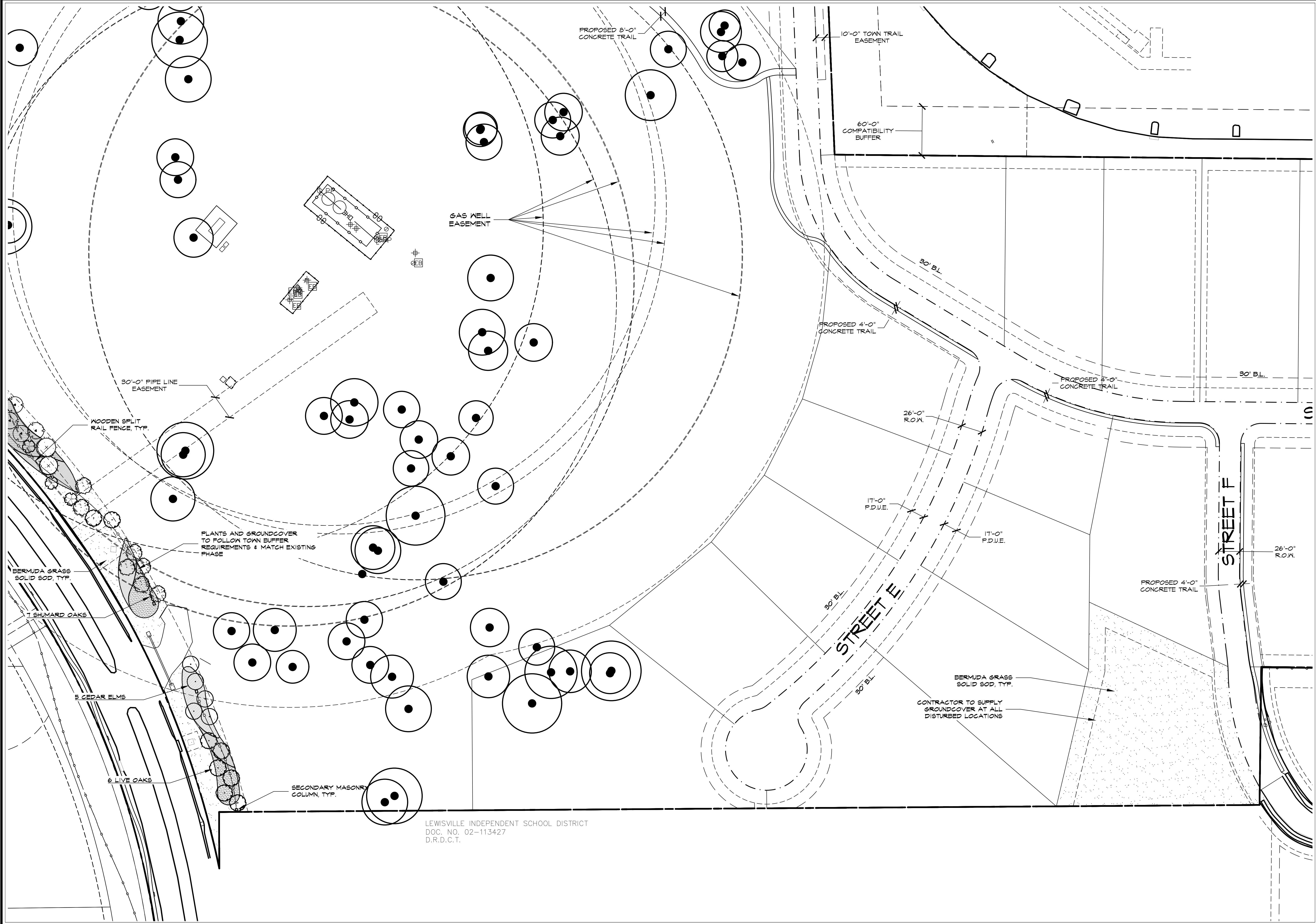
L3 of 9



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Save Time: 9/10/2018 3:29 PM



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September 10, 2018

NORTH

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1" = 50' - 0"

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One Inch

Conceptual Landscape Plans

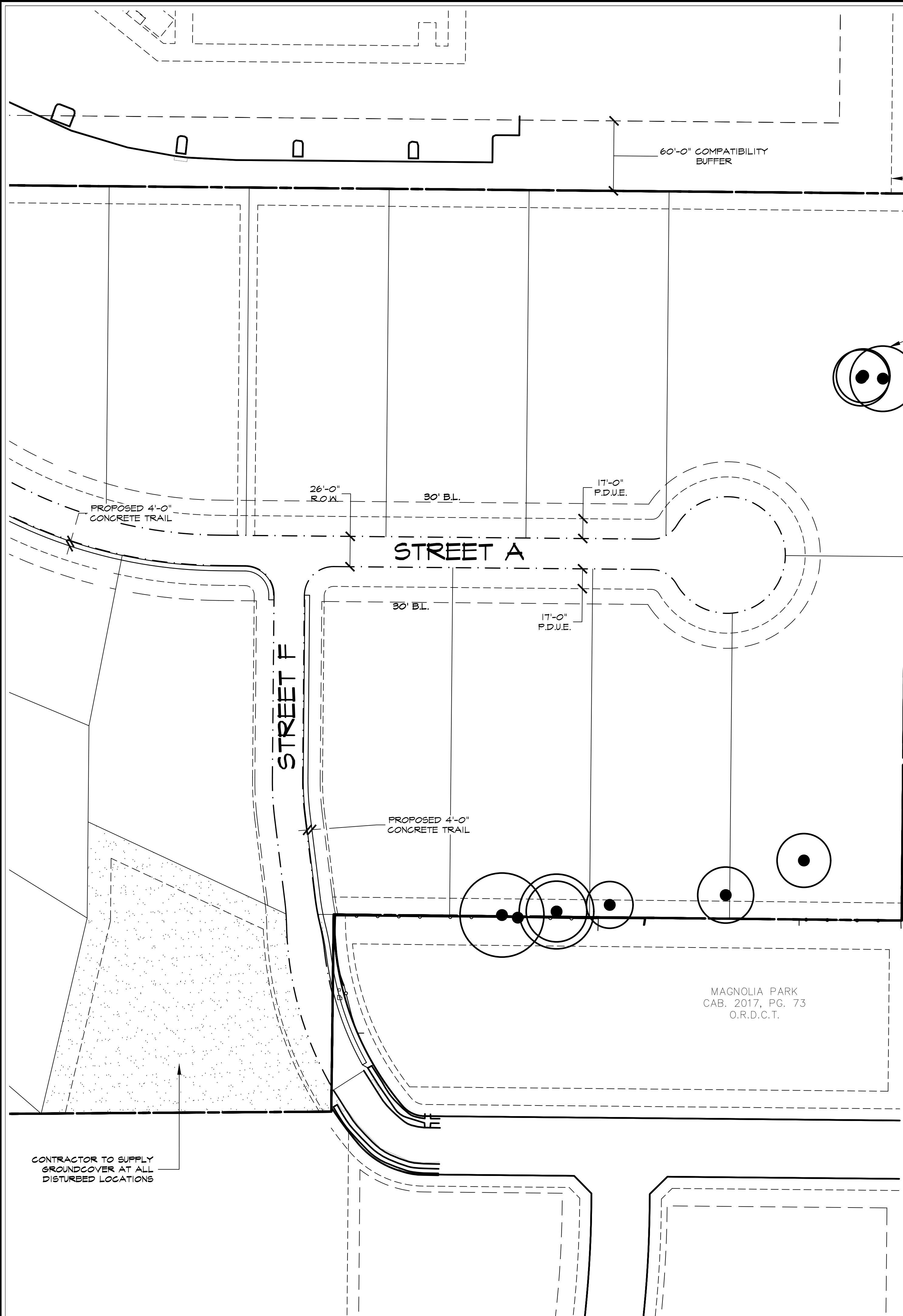
Landscape Layout

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
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PROJECT	TBI016	
SHEET	L4 of 9	

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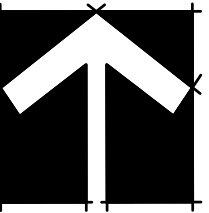
MOHAMMED H. MEHRKHAJ AND
FATHIEH MEHRKHAJ, TRUSTEES
DOCUMENT NO. 97-0014716
D.R.D.C.T.



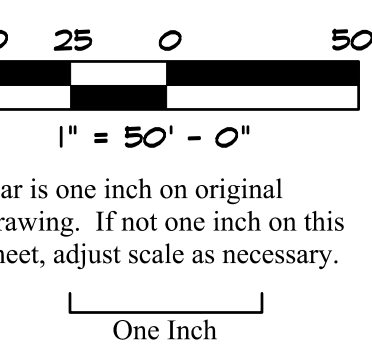
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September 10, 2018



NORTH



Conceptual Landscape Plans
Landscape Layout
Townlake, Ph. 4
Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
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PROJECT	TBI016	
SHEET	L5 of 9	

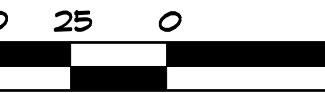
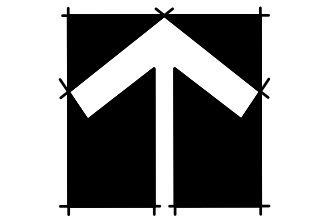


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One Inch

Conceptual Landscape Plans

Landscape Layout

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

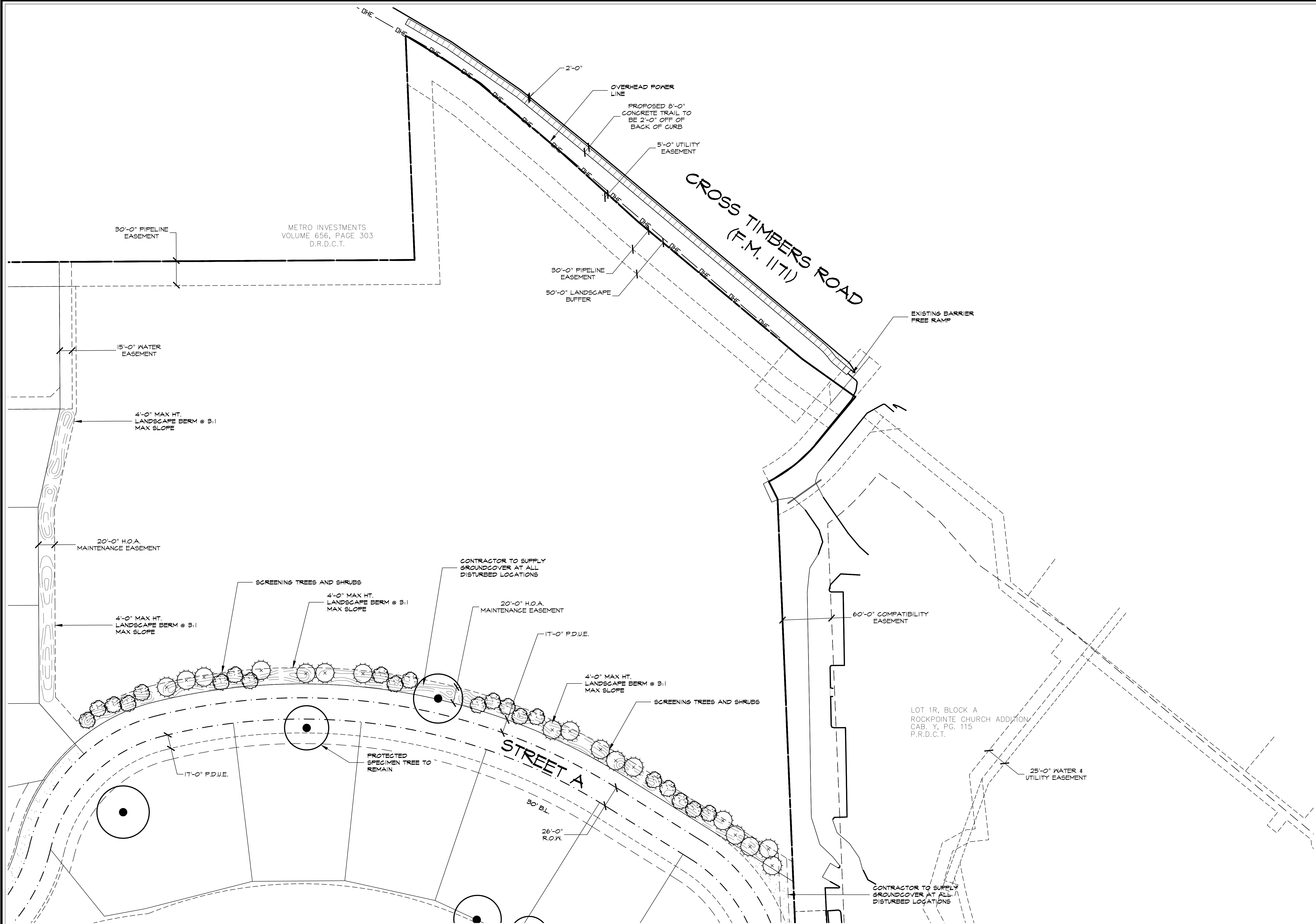
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PROJECT
TBI016

SHEET
L6 of 9

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September 10, 2018

NORTH

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1" = 50' - 0"

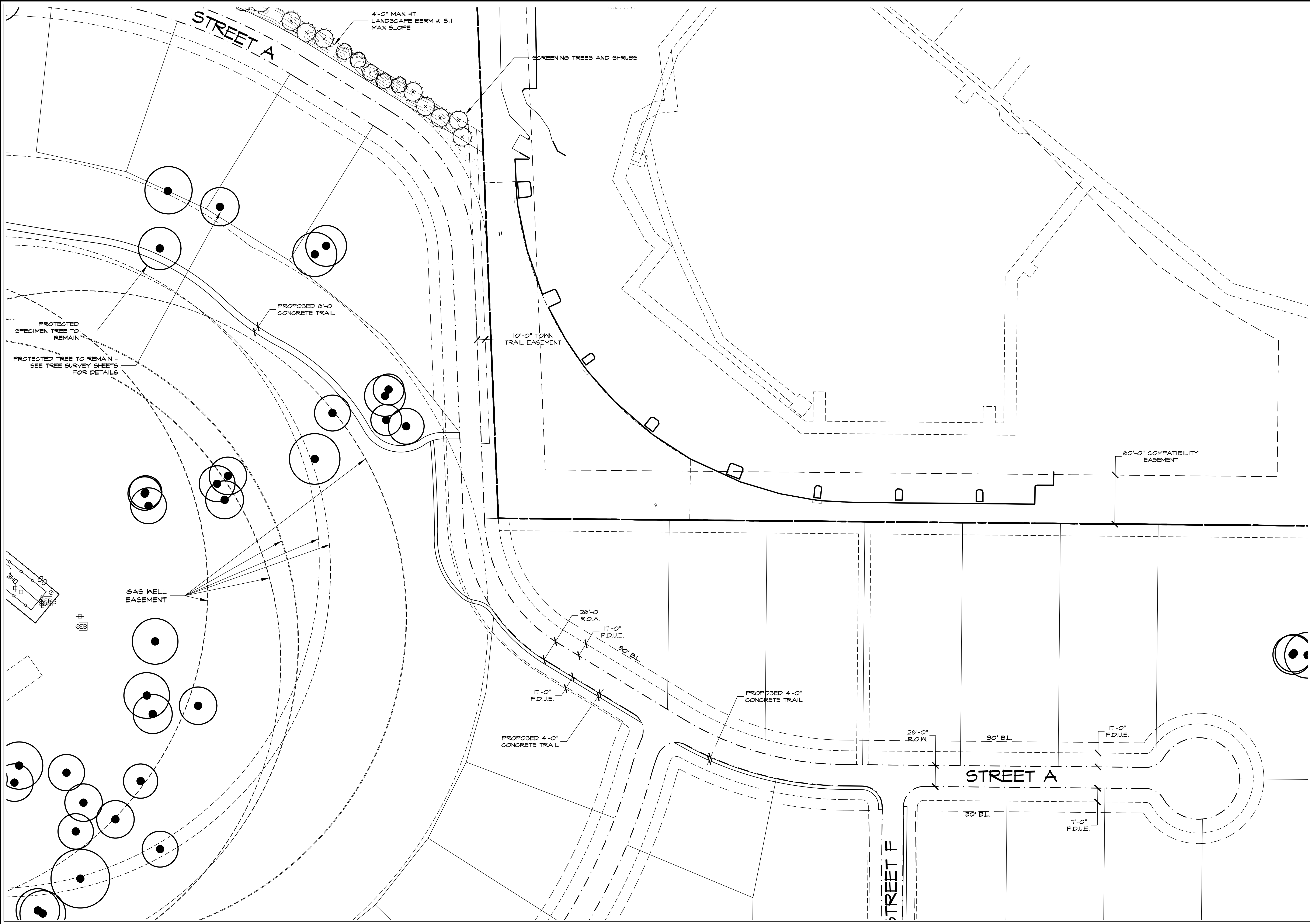
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sheet, adjust scale as necessary.

One Inch

Conceptual Landscape Plans
Landscape Layout
Townlake, Ph. 4
Town of Flower Mound, Denton County, Texas

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PROJECT
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SHEET
L7 of 9



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Save Time: 9/10/2018 3:29 PM

PLANT LIST

- | COMMON/BOTANICAL NAME | | SIZE | SPACING | QUANTITY |
|-----------------------|--|------------|----------|----------|
| BO | BUR OAK / QUERCUS MACROCARPA | 3" CALIFER | AS SHOWN | 13 |
| SO | SHUMARD OAK / QUERCUS SHUMARDII | 3" CALIFER | AS SHOWN | 47 |
| LO | LIVE OAK / QUERCUS VIRGINIANA | 3" CALIFER | AS SHOWN | 23 |
| CE | CEDAR ELM / ULMUS CRASSIFOLIA | 3" CALIFER | AS SHOWN | 32 |
| ERC | EASTERN RED CEDAR / JUNIPERUS VIRGINIANA | 3" CALIFER | AS SHOWN | 37 |
| | YAUPOH HOLLY / ILEX VOMITORIA | 30 GALLON | AS SHOWN | 15 |
| | VITEX / CHILOPSIS LINEARIS | 30 GALLON | AS SHOWN | 36 |

LANDSCAPE PROVIDED

A. MINIMUM TWENTY (50) FOOT LANDSCAPE BUFFER YARD PROVIDED

B. WOOD SCREENING FENCE PROVIDED

C. 1-3" CAL. CANOPY TREE / 25 LF OF LANDSCAPE EDGE ALONG A SCENIC ROADWAY
2510 LF OF FRONTAGE / 25 LF = 100 - 3" CAL. TREES REQUIRED.
PROVIDED: 100 - 3" CALIPER TREES TO SATISFY STREET BUFFER REQUIREMENT

D. 50% OF THE BUFFER YARD HAS PROPOSED VEGETATION

MITIGATION WILL BE REQUIRED ON THIS SITE

OWNER/DEVELOPER TO PLANT ADDITIONAL

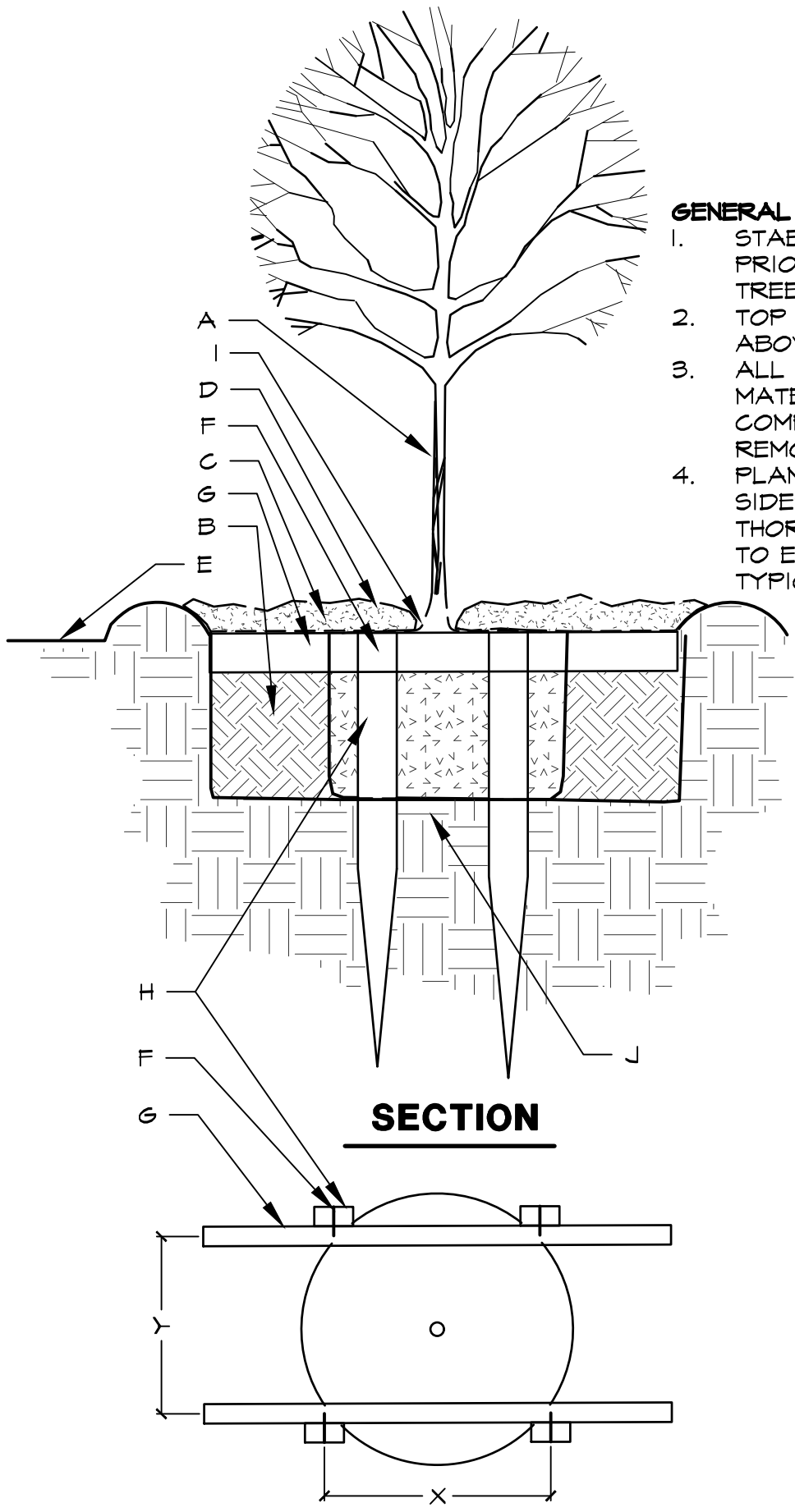
OWNER/DEVELOPER TO PLANT ADDITIONAL CANOPY TREES TO HELP
OFFSET MITIGATION PENALTY.

FINAL TREE SURVEY & MITIGATION PENALTY TO BE FINALIZED ON
CONSTRUCTION DOCUMENTS APPROVED BY THE TOWN OF FLOWER
MOUND

PARK DEVELOPMENT FEES:

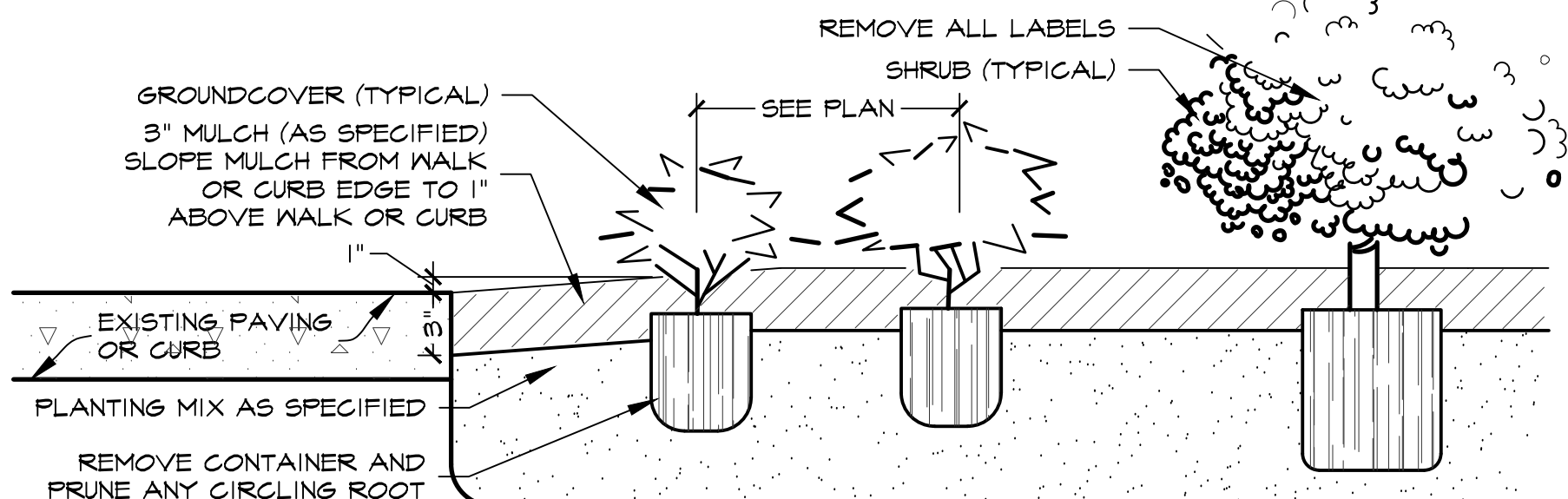
PER AGREEMENT WITH THE TOWN A PORTION OF PARKLAND DEVELOPMENT FEE SHALL BE ALLOCATED TO HELP CONSTRUCT THE REQUESTED 8'-0" CONCRETE TOWN TRAIL (ESTIMATED 12,800SF) THROUGH LOT 5X, BLOCK B.

REFERENCE TOWN CODE FOR FINAL PARK DEVELOPMENT FEE
PROCESS: Code 1989, ch. 12, § 4.07(f); Ord. No. 13-00, § 2,
2-17-2000; Ord. No. 59-07, § 2, 8-6-2007; Ord. No. 13-09, § 2,
4-6-2009; Ord. No. 66-16, § 2, 12-19-2016



1. STABILIZE SOIL BELOW ROOT BALL PRIOR TO PLANTING TO PREVENT TREE FROM SETTLING.
2. TOP OF ROOTBALL SHALL 1" TO 2" ABOVE FINISHED GRADE.
3. ALL WIRE ROPE AND SYNTHETIC MATERIALS SHALL BE REMOVED COMPLETELY FROM ROOTBALL AND REMOVE TOP 1/3 OF BURLAP.
4. PLANTING PITS SHALL BE SQUARE, SIDES OF PITS SHALL BE THOROUGHLY SCARIFIED/ROUGHENED TO ELIMINATE FLARED AS SHOWN IN TYPICAL DETAIL.

- A. TREE
- B. LOOSEN NATIVE BACKFILL (NO SOIL AMENDMENTS IN CONTRACT)
- C. WATER RETENTION BASIN
- D. 3" DEPTH MULCH AS SPECIFIED
- E. FINISH GRADE
- F. 2 1/2 DRYNALL SCREW (UNFINISHED)
- G. 2" X 2" X 4" CROSS MEMBER (UNTREATED LUMBER). **NOTE:** CROSS MEMBERS TO BE ORIENTED PARALLEL TO NORTH - SOUTH BEARING AND SIZE TO BE PROPORTIONAL IN LENGTH TO ROOT BALL (4' MIN)
- H. 2" X 2" X 4' STAKE WITH 18" MIN. TAFTER (UNTREATED LUMBER)
- I. REMOVE TOP 1/3 OF BURLAP SURROUNDING ROOTBALL AFTER INSTALLATION (TO PREVENT "WICKING" OF MOISTURE). X DIMENSION EQUAL TO "Y" Y DIMENSION EQUAL TO "X"
- J. ROOTBALL SHALL BE PLACED ON UNDISTURBED NATIVE SOIL.



-
- A diagram of a triangular lattice. It consists of a 4x4 grid of circles, each containing a '+' sign. A central triangle is formed by three circles in the second row from the bottom, specifically the second, third, and fourth circles from the left. The edges of this triangle are labeled with the letter 'D'.

TRIANGULARLY SPACE ALL GROUND
COVERS. D = GROUND COVER OR SHRUB
SPACING AS NOTED.

4 TREE PLANTING

NOT TO SCALE

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September 10, 2018

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One Inch

Conceptual Landscape Plans

Landscape Details

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

DATE _____

BY

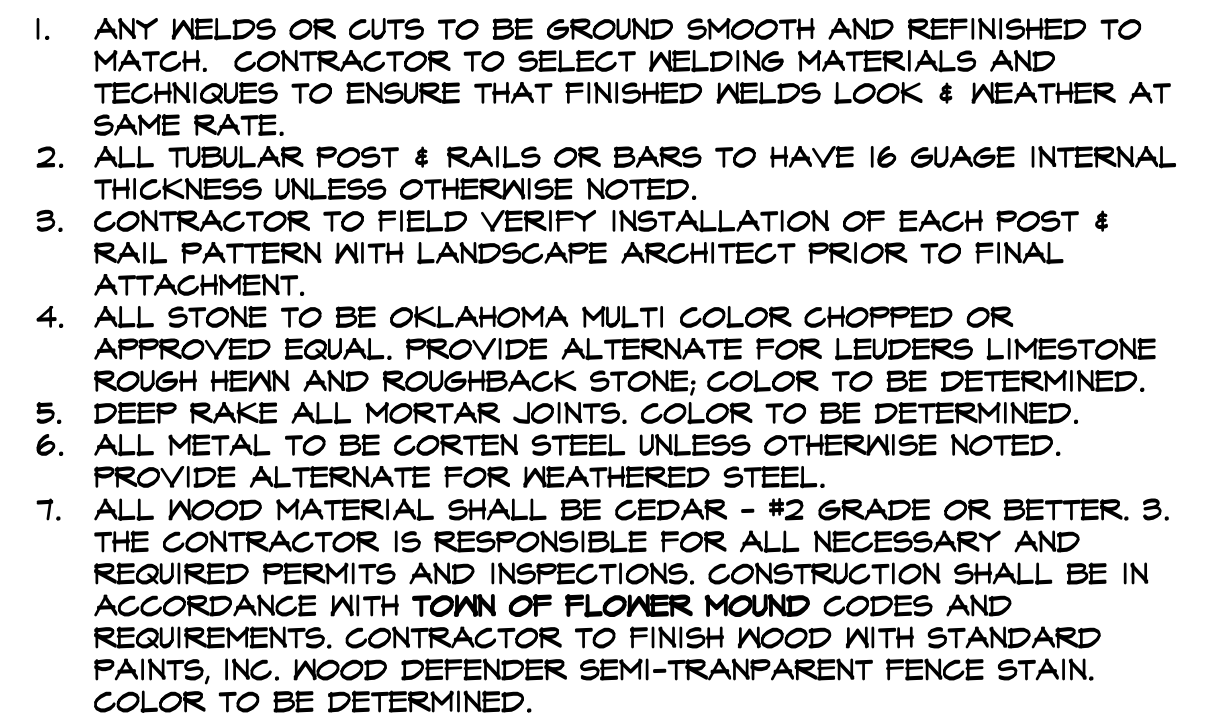
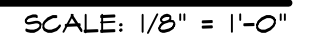
PLAN REVIEW REVISIONS

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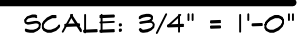
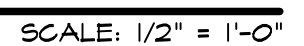
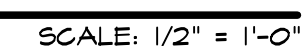
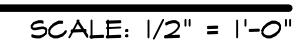
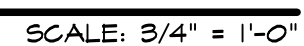
PROJECT
TBI016

SHEET

L8 of 9



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959-635-1900

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One Inch

OPEN SPACE MANAGEMENT PLAN

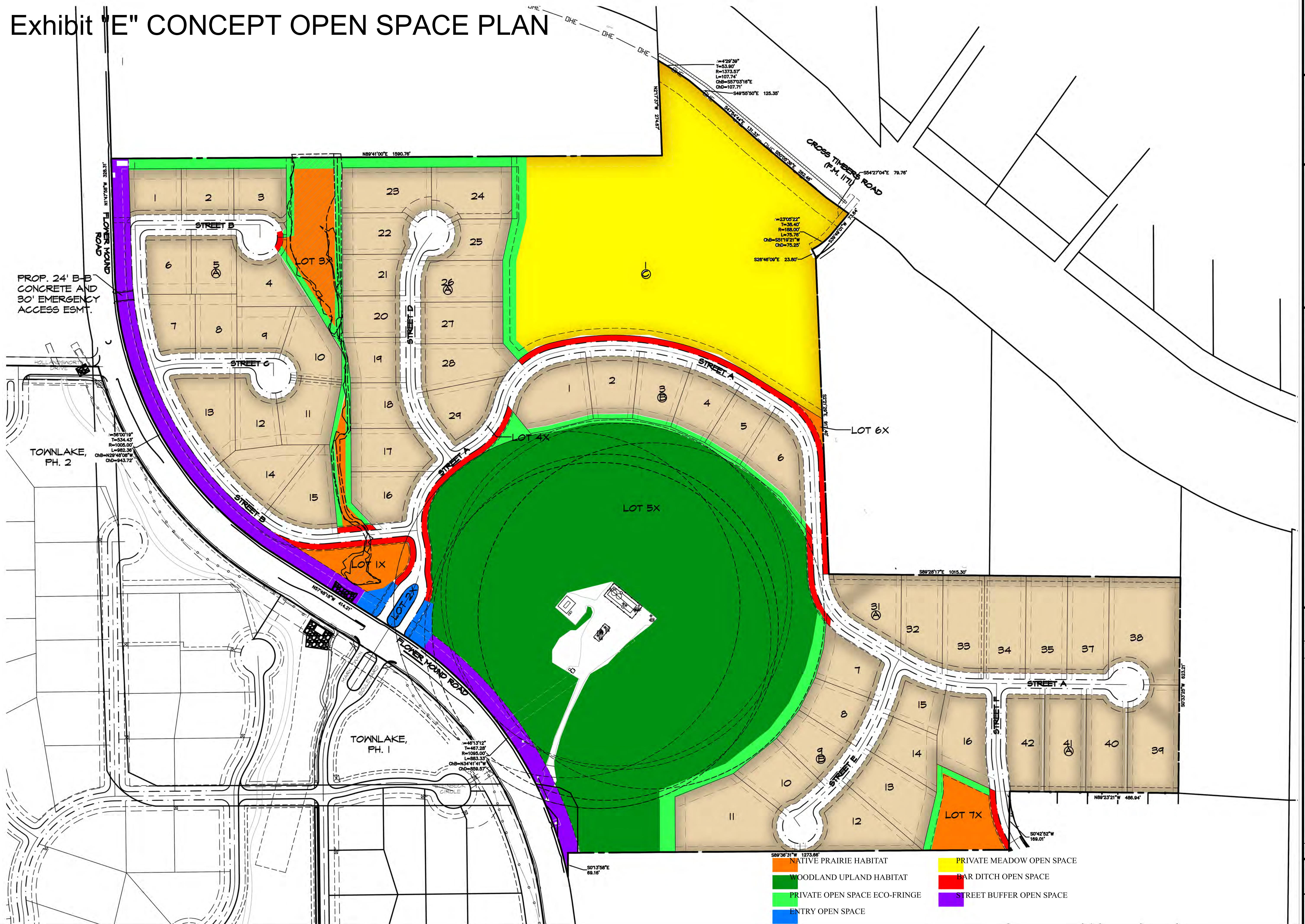
Open Space Plan

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

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PROJECT	TBI016
SHEET	EXHIBIT A





TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: October 1, 2018

FROM: Matthew Woods, Director of Environmental Services

ITEM: **Public Hearing to consider an application for a tree removal permit for five (5) specimen trees on property proposed for development as Townlake East. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. *(The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its August 7, 2018, meeting).***

BACKGROUND INFORMATION: The Townlake East residential development is generally located south of Cross Timbers Road and east of Flower Mound Road. The site is approximately 89.924 acres in size. The site is currently zoned for Agricultural uses and master planned for Cross Timbers Conservation Development District. The applicant is requesting to rezone the property to Planned Development District No. 166 (PD-166) for a cluster development. According to the tree survey for the project, the site contains one hundred and five (105) specimen trees. The applicant is requesting to remove five (5) specimen trees from the site in order to build a residential subdivision. The specimen trees proposed for removal are all in good condition and are located within the proposed buildable area. The following is a list of the five (5) specimen trees being requested for removal: Tree #902 – 25” post oak; Tree #1397 – 23” post oak; Tree #1398 – 23.25” post oak; Tree #1459 – 26.5” post oak; and Tree #1530 – 32” post oak.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its August 7, 2018, meeting. The ECC recommended approval of the requested permit to remove the specimen tree. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

CITIZEN FEEDBACK: As of September 18, 2018, staff received one (1) correspondence in opposition to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Photographs of the specimen trees proposed for removal.
3. Specimen tree removal permit application.
4. Correspondence in opposition
5. Project Tree Survey.

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

July 24, 2018

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



LANDSCAPE ARCHITECTURE
SITE PLANNING
TREE MITIGATION

Re: Townlake, Phase 4 : Tree Removal Application

Mr. Hoefert,

As required, we are submitting this document explaining the reasons for the tree removal at Townlake, Ph. 4. The purpose of the removal of (5) five Specimen Trees is for single family development.

Tree 902 – 25” Post Oak: Tree is proposed to be removed due to it’s close proximity to propped building pad and approximate grade changes. (Lot 6, Block B)

Tree 1397– 23” Post Oak & 1398 – 23.25” Post Oak: Trees are proposed to be removed due to it’s close proximity to adjacent grading changes and proposed lot pad location. Significant construction measures will be taking place inside the canopy cover and critical root zones of both trees.

Tree 1459 – 26.5” Post Oak: Tree is proposed to be removed due to the location of the critical root zone being next to and affected by adjacent right-of-way, utilities & utility easement, and minimal grade changes.

Tree 1530 – 32” Post Oak: Tree is proposed to be removed due to the location of the critical root zone being next to and affected by being in the right-of-way, utilities & utility easement, and minimal grade changes.

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

Sincerely,

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

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

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

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

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

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

Name:

LEONARD REEVES

Address:

386 West Main Street
Lewisville, Texas 75057

Phone:

469.635.1900

Applicant's Legal Interest in the Property:

Consultant for the Owner of Property

2. Property Owner(s)

Name(s): TOLL DALLAS TX, LLC

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

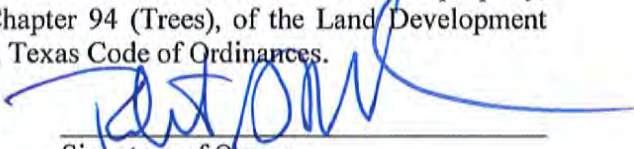
3. Location and Legal Description of Property:

89.924 ACRES TO BE AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857 M.E.P. & J.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS

Page 2 of 3.

4. Owner's Authorization of Representation

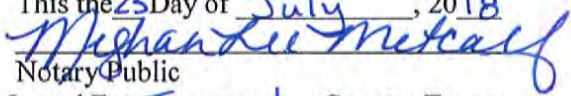
I, Robert G. Paul, the owner of the above described real property, do hereby authorize LEONARD W. REEVES to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations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


Signature of Owner



Given Under My Hand and Seal of Office

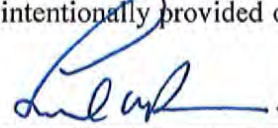
This the 23 Day of July, 2018


Notary Public

In and For Tarrant County, Texas.

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

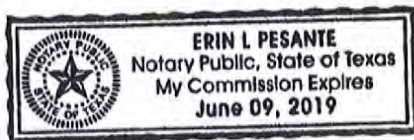
Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I LEONARD W. REEVES, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.


Signature of Applicant

Landscape Architect License No. 1977

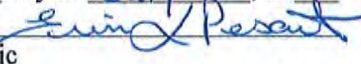
State of Licensure TEXAS

Or ISA Certified Arborist No. _____



Given Under My Hand and Seal of Office

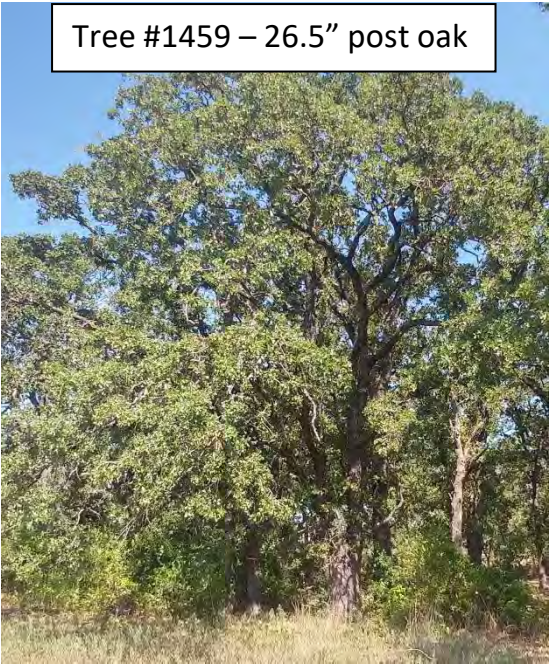
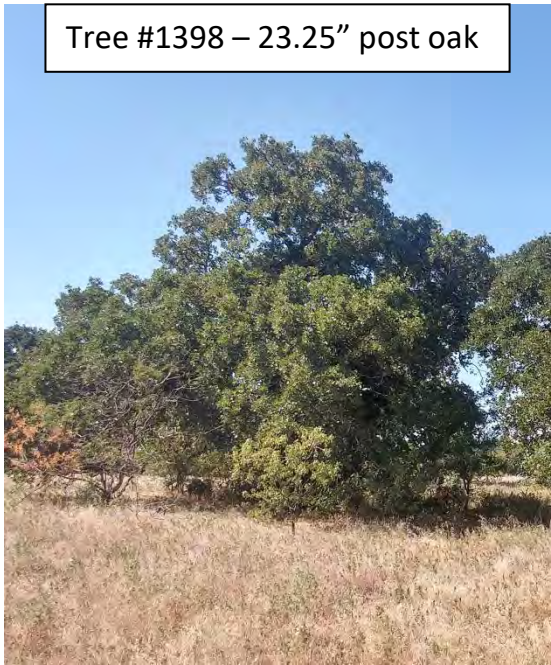
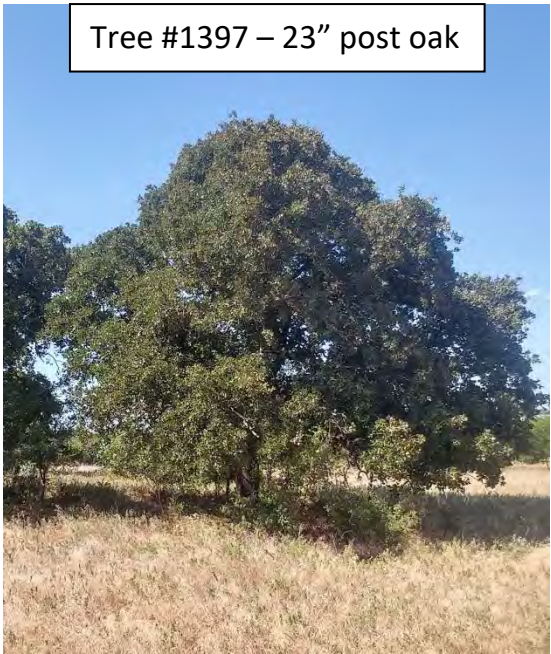
This the 23 Day of July, 2018


Notary Public

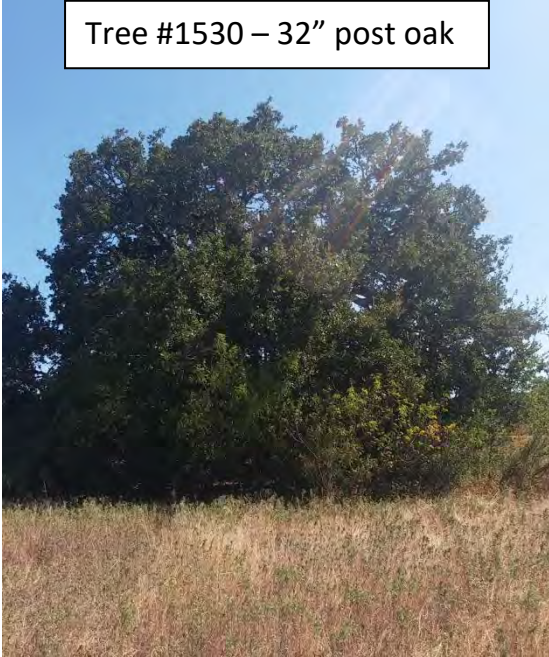
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 7/24/2018 by (initials) JRH.

Townlake East -
Specimen trees proposed for removal



Tree #1530 – 32" post oak



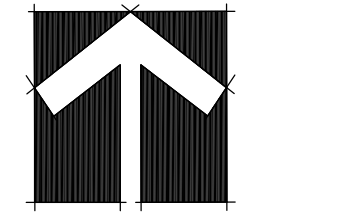
From: [REDACTED]
Sent: Tuesday, September 11, 2018 11:03 AM
To: James Hoefert
Subject: Re: Townlake East and CVS Responses

I am completely against tree removal at flower mound Road and the Townlake East location for the following reasons: 1) the Riverwalk has cost our beautiful city hundreds and hundreds of acres of trees, many over 100-year-old to be replaced by concrete. The Riverwalk is mostly apartments on top of apartments. Soon the appeal our city once had will be gone and we will be just like every other big city in the DFW area. 2). homes to animals are ravaged and they are simply displaced. 3). We sacrifice all of this beautiful greenery, trees and wildlife for the almighty dollar. I think we have given up enough.

As far as the property at the corner of Lusk and 1171 that is being considered for commercial rezoning to build a CVS, I am 100% against that. This area was never to be commercial real estate. Also, I reiterate some of the same grievances as above.

Please let me know if a date is scheduled to meet.

Sincerely,
Rebecca Cook
Sent from my iPhone



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drawing. If not one inch on this
sheet, adjust scale as necessary.

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Overall Tree Survey Layout Plan

Lowlake, Ph. 4
Town of Flower Mound, Denton County, Texas

PROJECT
TBI016

HEET

TR1 of TR2

Townlake Ph. 4 - Tree Mitigation																
Tree ID	Size	Species	Scientific Name	Condition	Proposed	Specimen Tree	Location	Remove/Retain	Specimen Mitigation (sq. ft.)	Mitigation in (sq. ft.)	Mitigation in (sq. ft.)	Mitigation in (sq. ft.)	Positive Credits for Specimen Preservation (sq. ft.)	Positive Credits for Protected Preservation (sq. ft.)		
702	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						3		
703	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
704	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
705	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
706	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
707	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
708	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
709	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
710	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
711	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
712	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
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714	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
715	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
716	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
717	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
718	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
719	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
720	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
721	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
722	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
723	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
724	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
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726	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
727	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
728	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
729	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
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733	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
734	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
735	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
736	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
737	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
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739	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
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813	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
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816	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
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818	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
819	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
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821	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
822	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
823	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
824	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
825	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
826	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove						2		
827	15.75	Black Ash Oak	Quercus laevis	CO	Yes	Yes	SEA	Remove				</				



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: October 1, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Consider a request for a Development Plan (DP18-0005 – Townlake East) to develop a residential subdivision. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 24, 2018, meeting.*)**

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

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request for a Development Plan (DP18-0005 – Townlake East) to develop a residential subdivision.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: September 24, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Consider a request for a Development Plan (DP18-0005 – Townlake East) to develop a residential subdivision. The property is generally located south of Cross Timbers Road and east of Flower Mound Road.**

I. ITEM SUMMARY

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

This project has a companion Zoning Planned Development application (ZPD18-0006) for consideration on the same agenda. Approval of this application is contingent on Town Council's approval of the companion Zoning Planned Development application.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to obtain design approval for 56 buildable, single-family lots with a minimum lot size of 21,780 square feet. The site contains approximately 89.92 acres of land. The main entrance for the subdivision will be from Flower Mound Road with secondary access being provided from the Magnolia Park subdivision to the southeast. Since the property is located outside the Town's wastewater service area, all proposed residential lots will contain individual septic systems.

The subject property is zoned Agricultural District (A). In conjunction with the development plan, a request for rezoning (ZPD18-0006 – Townlake East) is being considered to change the zoning to Planned Development District No. 166 (PD-166) for a cluster development. The proposed Development Plan is in compliance with the PD-166 standards as proposed, as well as the cluster development standards outlined in the Cross Timbers Conservation Development District (CTCDD) Area Plan of the Master Plan.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map

2. Letter of Intent

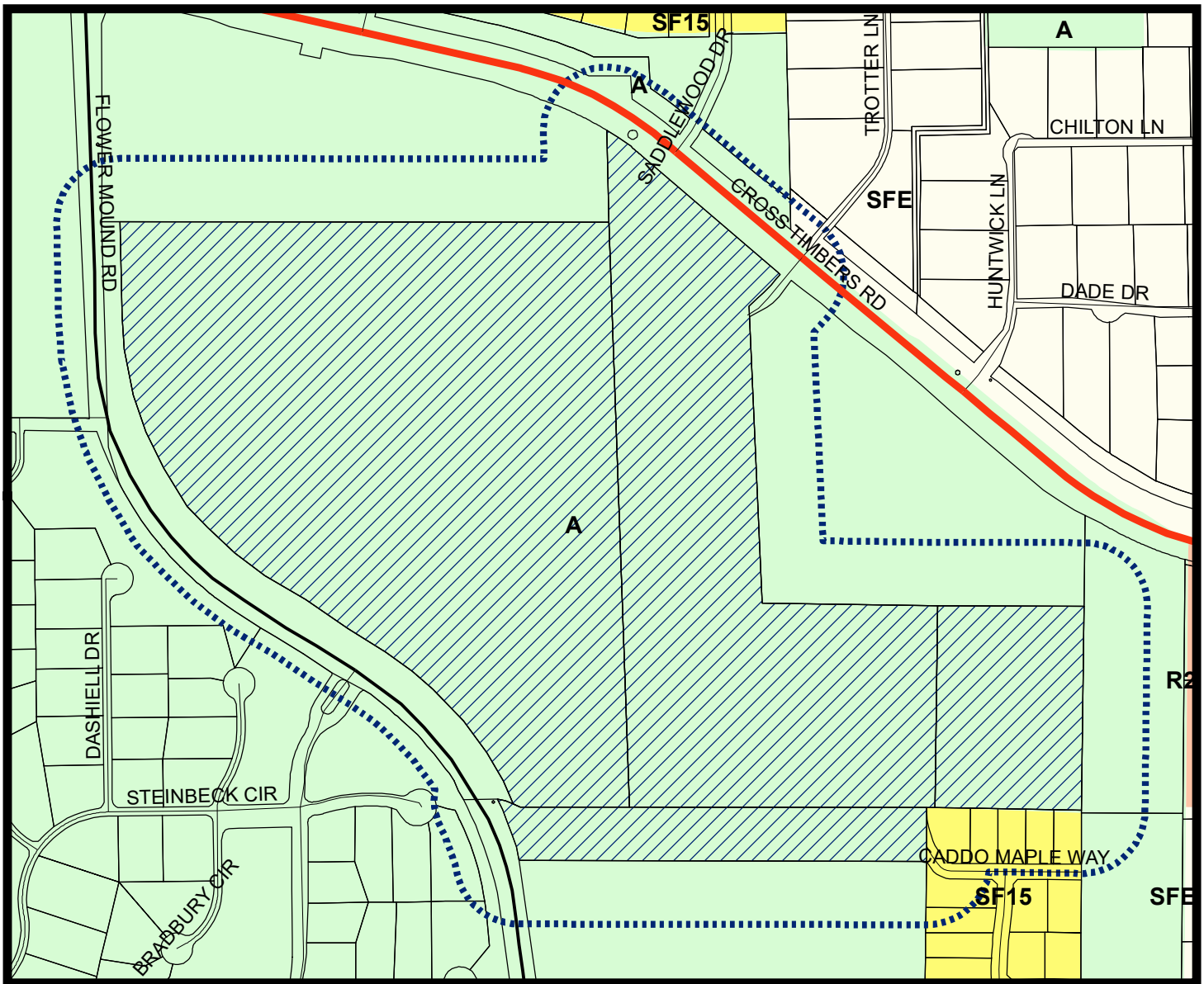
B. Application Details

1. Development Plan Package



Vicinity Map

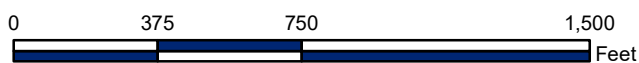
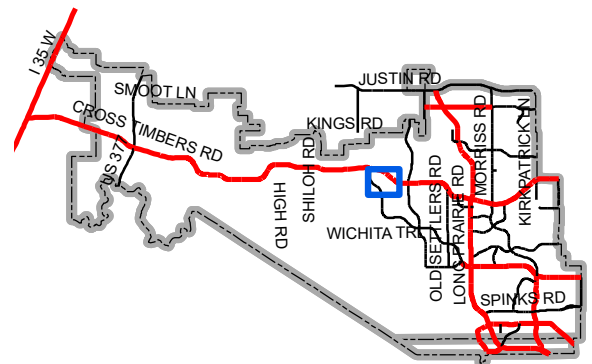
Reference Project: ZPD18-0006 & DP18-0005



LEGEND

- Agriculture
- Single Family 15
- Single Family Estate

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



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

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

September 10, 2018

Chuck Russell
Planning Services
1001 Cross Timbers Road #2330
Flower Mound, TX 75028

RE: Townlake Phase Four(DAA No.12004E)
Flower Mound, Texas

Dear Mr. Russell,

On behalf of our client, Toll Brothers, please accept this letter as our Letter of Intent to describe and explain the requested Development Plan and Zoning Planned Development.

Townlake Phase Four is a 89.924 acre tract located within the Cross Timbers Conservation Development District (CTCDD). The property was amended to the Town's Master Plan in December 2013 in the Cross Timbers Conservation Development District Area Plan, Paragraphs 8(a-e) in Section 2.0, Area Plans, of the Master Plan; Ordinance No. 64-13. The tract is identified on the Town's Master Land Use Plan for Agriculture in the Cross Timbers Conservation Development District. The existing zoning is AG and the use is consistent with the existing zoning.

A proposed Cluster Development Zoning PD application for the subject tract is under formal review by Town staff. The existing land use for the property is compatible with Master Plan, Ordinance No. 64-13 for cluster and conservation development within the Cross Timber Conservation Development Area.

The attached Development Plan proposes 56 residential lots and 8 common area lots across the site's 89.924 acres and conforms to the corresponding Zoning Concept Plan under review. The plan also conforms to the Town's Development Code and we are not requesting any additional variances. It is anticipated the proposed site will not be phased for development, but will be determined at the time of Final Plat and Construction Documentation given relevant market demands. We have provided for landscape buffers, future right-of-way dedications and two points of access for safety considerations.

The subject property has numerous protected trees, both specimen and non-specimen, as indicated on the tree survey included with our application. Any potential specimen trees identified on the site for a removal permit request to the Flower Mound Town ECC Board shall accompany the Development Plan review process. We view the trees as an asset and we have worked extensively to preserve them, where possible, through creative planning and engineering.

Please contact Michael Dowdey or myself should you have any questions regarding this request. Thank you.

Sincerely,

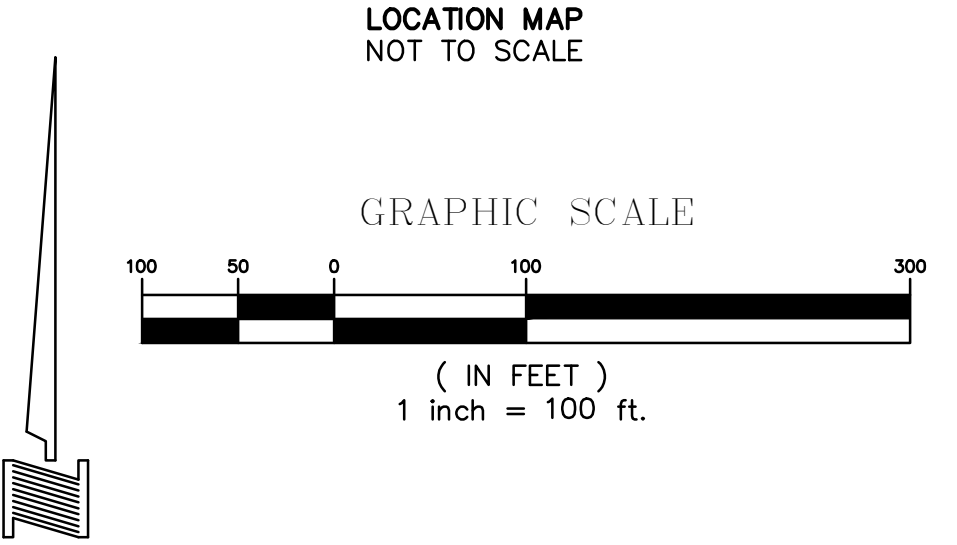
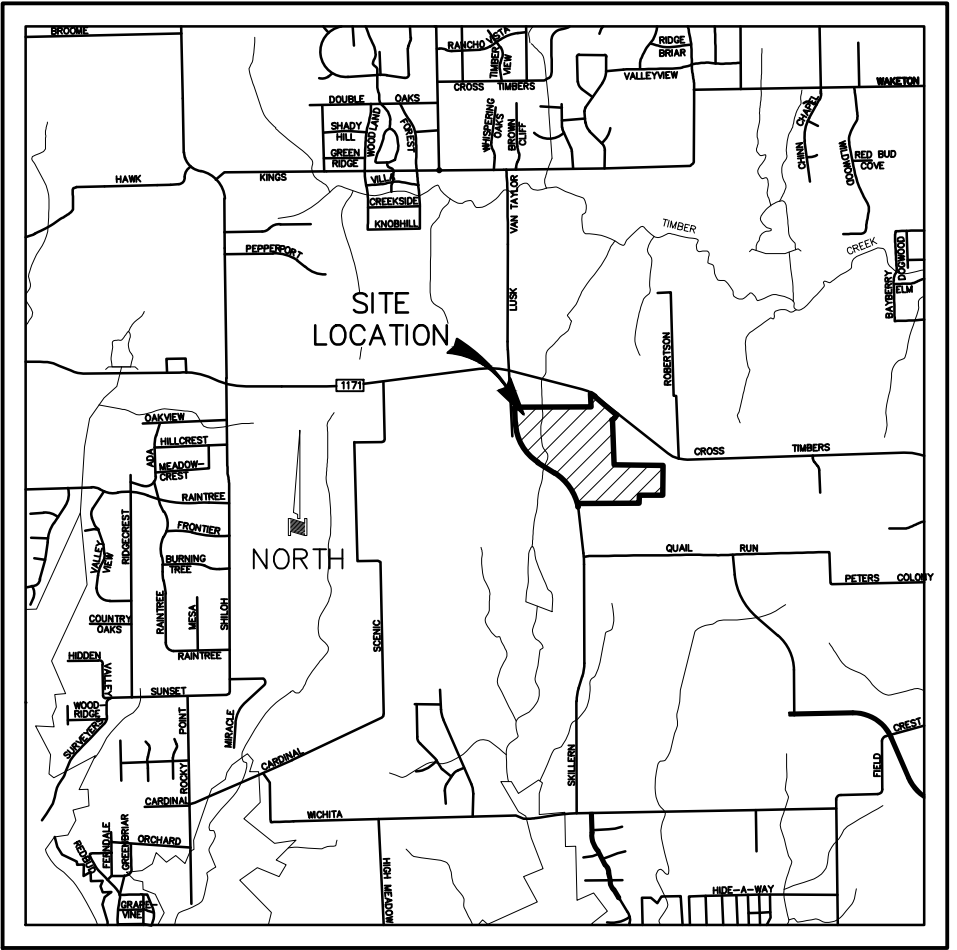
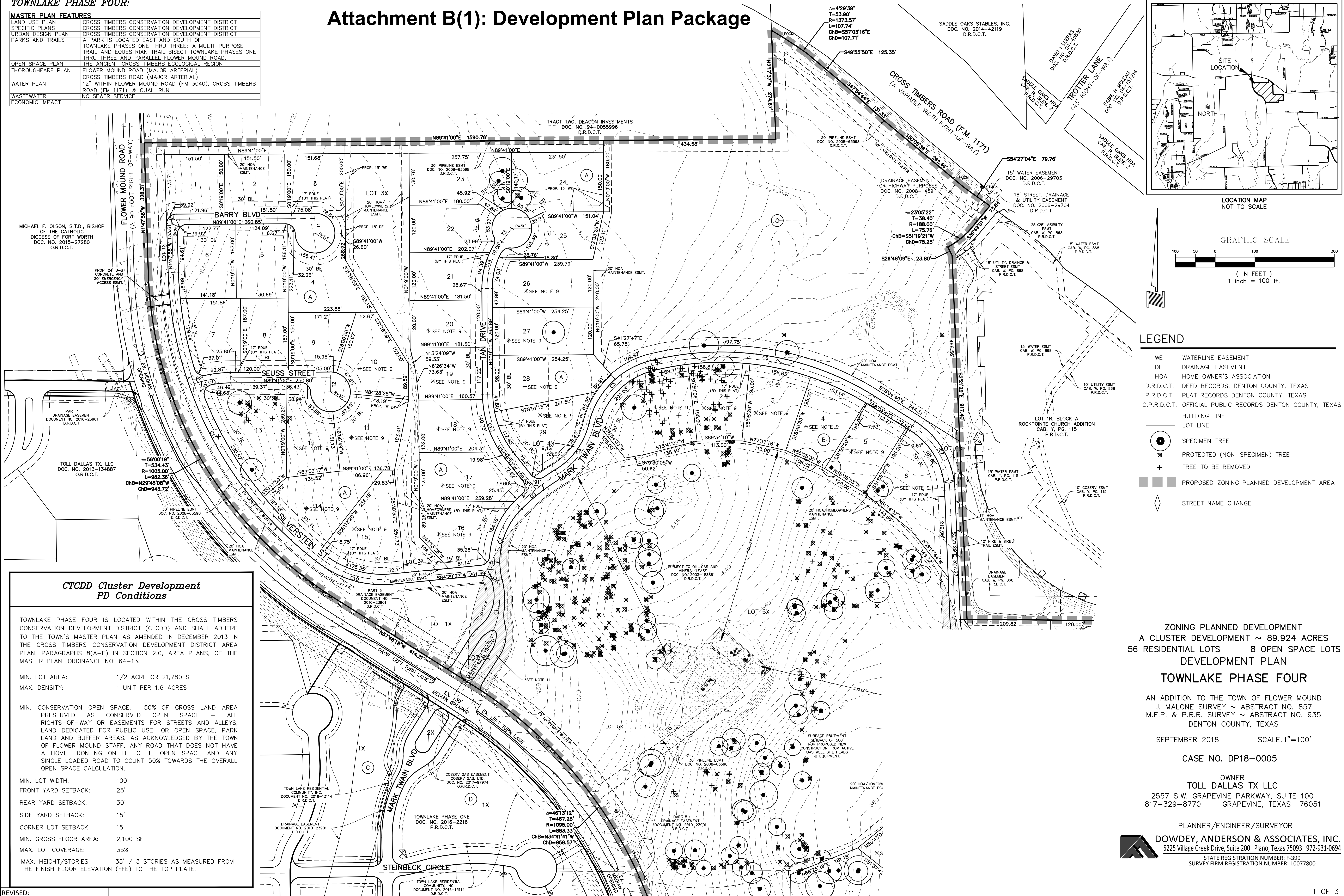
Thomas D. Moss, P.E.

Cc: Rob Paul, & Mike Boswell – Toll Brothers;
File;

TOWNLAKE PHASE FOUR:

MASTER PLAN FEATURES	
LAND USE PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
URBAN DESIGN PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
PARKS AND TRAILS	A PARK IS LOCATED EAST AND SOUTH OF TOWNLAKE PHASES ONE THRU THREE. A MULTI-PURPOSE TRAIL AND EQUESTRIAN TRAIL BISECT TOWNLAKE PHASES ONE THRU THREE AND PARALLEL FLOWER MOUND ROAD.
OPEN SPACE PLAN	THE ANCIENT CROSS TIMBERS ECOLOGICAL REGION
THOROUGHFARE PLAN	FLOWER MOUND ROAD (MAJOR ARTERIAL)
WATER PLAN	CROSS TIMBERS ROAD (MAJOR ARTERIAL)
WASTEWATER	12" WITHIN FLOWER MOUND ROAD (FM 3040), CROSS TIMBERS ROAD (FM 1171), & QUAIL RUN
ECONOMIC IMPACT	NO SEWER SERVICE

Attachment B(1): Development Plan Package



LEGEND	
WE	WATERLINE EASEMENT
DE	DRAINAGE EASEMENT
HOA	HOME OWNER'S ASSOCIATION
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
---	BUILDING LINE
---	LOT LINE
●	SPECIMEN TREE
×	PROTECTED (NON-SPECIMEN) TREE
+	TREE TO BE REMOVED
■	PROPOSED ZONING PLANNED DEVELOPMENT AREA
◇	STREET NAME CHANGE

ZONING PLANNED DEVELOPMENT
A CLUSTER DEVELOPMENT ~ 89.924 ACRES
56 RESIDENTIAL LOTS 8 OPEN SPACE LOTS
DEVELOPMENT PLAN
TOWNLAKE PHASE FOUR

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS

SEPTEMBER 2018 SCALE: 1"=100'
CASE NO. DP18-0005

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

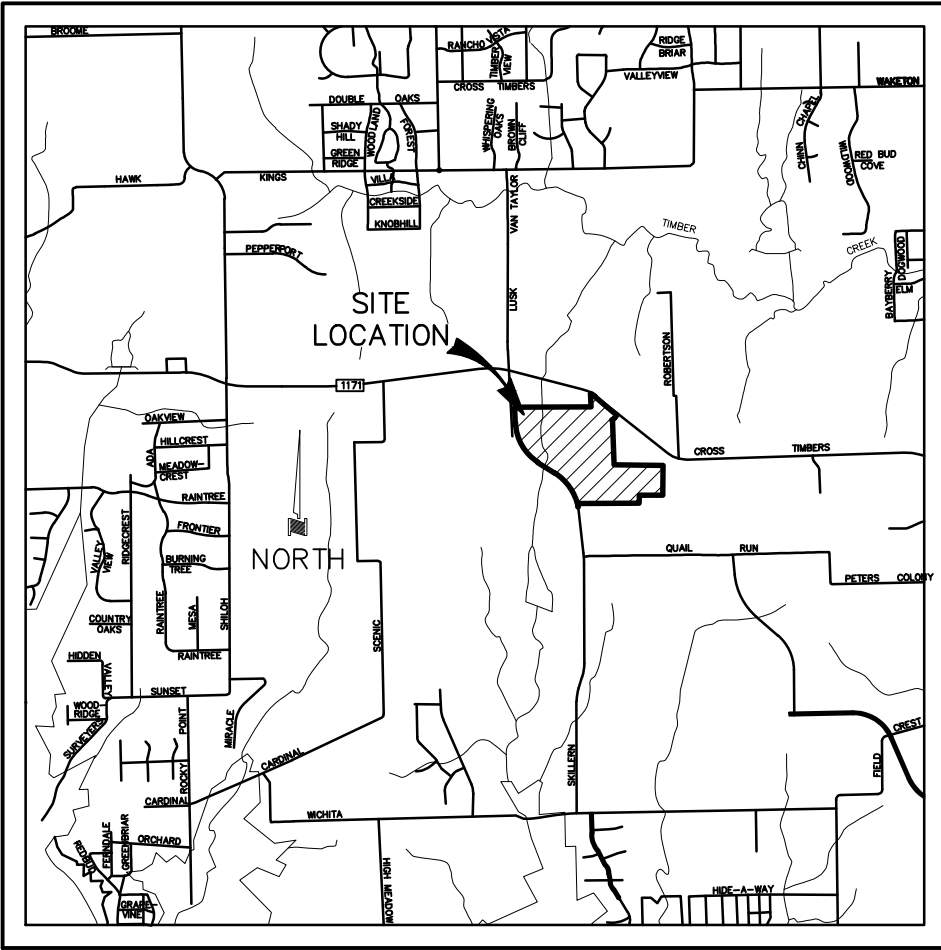
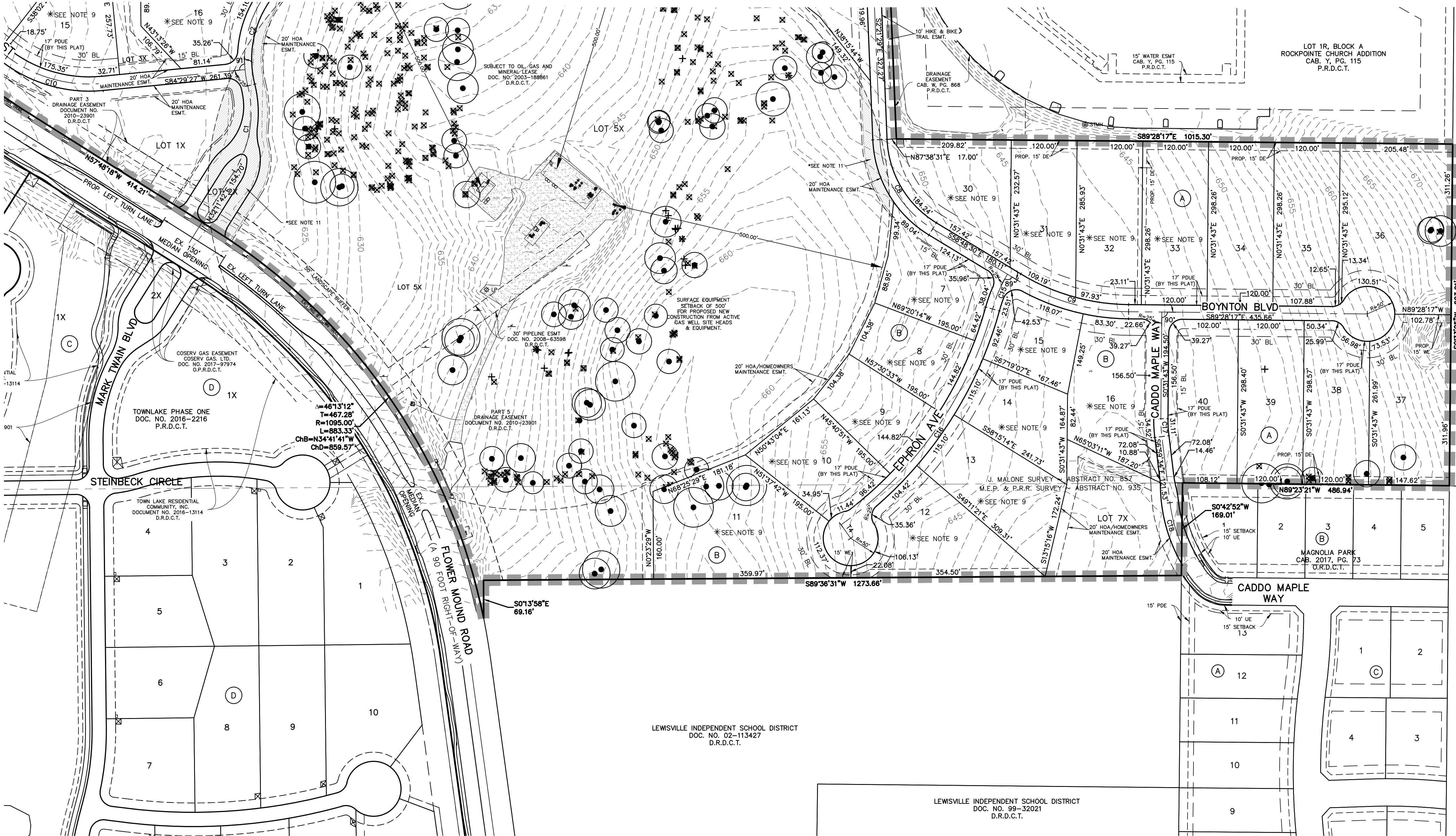
PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

CTCDD Cluster Development PD Conditions	
TOWNLAKE PHASE FOUR IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN DECEMBER 2013 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, PARAGRAPHS 8(A-E) IN SECTION 2.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 64-13.	
MIN. LOT AREA:	1/2 ACRE OR 21,780 SF
MAX. DENSITY:	1 UNIT PER 1.6 ACRES
MIN. CONSERVATION OPEN SPACE: 50% OF GROSS LAND AREA PRESERVED AS CONSERVED OPEN SPACE - ALL RIGHTS-OF-WAY OR EASEMENTS FOR STREETS AND ALLEYS; LAND DEDICATED FOR PUBLIC USE; OR OPEN SPACE, PARK LAND AND BUFFER AREAS, AS ACKNOWLEDGED BY THE TOWN OF FLOWER MOUND STAFF, ANY ROAD THAT DOES NOT HAVE A HOME FRONTING ON IT TO BE OPEN SPACE AND ANY SINGLE LOADED ROAD TO COUNT 50% TOWARDS THE OVERALL OPEN SPACE CALCULATION.	
MIN. LOT WIDTH:	100'
FRONT YARD SETBACK:	25'
REAR YARD SETBACK:	30'
SIDE YARD SETBACK:	15'
CORNER LOT SETBACK:	15'
MIN. GROSS FLOOR AREA:	2,100 SF
MAX. LOT COVERAGE:	35%
MAX. HEIGHT/STORIES:	35' / 3 STORIES AS MEASURED FROM THE FINISH FLOOR ELEVATION (FFE) TO THE TOP PLATE.

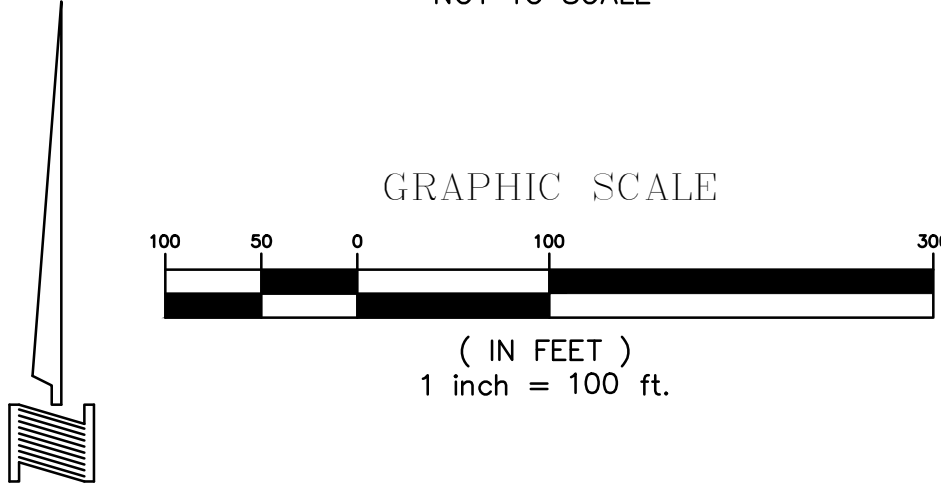
REVISED:

NOTES:

1. THIS PROPERTY IS SUBJECT TO PD _____.
2. THIS PROPERTY IS SUBJECT TO THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, PARAGRAPHS 8(A-E), SECTION 2.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 64-13.
 - 2.1. THE MAXIMUM SHALL BE NO MORE THAN 1 DWELLING UNIT PER 1.6 ACRES (89.924/1.6=56 UNITS).
 - 2.2. AS A CLUSTER DEVELOPMENT, PD-_____ SHALL HAVE A MINIMUM OF FIFTY PERCENT (50% OF THE GROSS LAND AREA PRESERVED AS OPEN SPACE FOR THE DEVELOPMENT.
3. PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
4. LANDSCAPE BUFFER LOTS, OPEN SPACE LOTS, AND DRAINAGE EASEMENTS SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.
5. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF TUBULAR STEEL.
6. UPKEEP AND MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER AND SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
 - 6.1. GRASS AND GROUND COVER SHALL BE KEPT TO A HEIGHT REQUIRED BY THE TOWN ORDINANCE.
 - 6.2. THE DETENTION FACILITY SHALL BE KEPT FREE OF DEBRIS AND LITTER, WITH PARTICULAR ATTENTION GIVEN TO KEEPING THE OUTLET STRUCTURE CLEAR AT ALL TIMES.
 - 6.3. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM THE FACILITY AS REQUIRED TO ENSURE THAT THERE IS NO REDUCTION IN FUNCTION OR DETENTION CAPACITY.
7. NO DUMPING OF ANY TYPE IS PERMITTED WITHIN THE PRIVATE DRAINAGE EASEMENT AREA.
8. THE EMERGENCY ACCESS DRIVE WITHIN COMMON AREA LOT 1X, BLOCK A SHALL BE CONSTRUCTED OF ENHANCED PAVING SUCH AS STAMPED CONCRETE WITH MOUNTABLE CURB CAPABLE OF SUPPORTING 85,000 POUNDS, SHALL BE MAINTAINED BY THE HOA, AND SHALL BE EQUIPPED WITH PROPER SIGNAGE AND BARRICADES.
9. PER SEC. 34-422(C)(4) OIL AND GAS WELL PERMIT OF THE OIL & GAS DRILLING ORDINANCE; THE IDENTIFIED TRACT OR LOT IS LOCATED LESS THAN ONE THOUSAND FEET (1,000') FROM AN EXISTING OIL OR GAS WELL AND IS SUBJECT TO THE CODES AND ORDINANCES OF THE TOWN OF FLOWER MOUND.
10. PER SEC. 34-454 (E) & (F) GENERAL REQUIREMENTS AND MINIMUM DESIGN STANDARDS OF THE PIPELINE ORDINANCE; TOLL DALLAS TX LLC, BY AND THROUGH ITS DULY UNDERSIGNED AND AUTHORIZED OFFICER, DOES HEREBY STATE THAT IT FULLY REALIZES THAT IT IS APPLYING FOR A PERMIT FROM THE TOWN OF FLOWER MOUND TO BUILD WITHIN ONE HUNDRED FEET (100') OF AN EXISTING OIL OR GAS PIPELINE OR PIPELINE EASEMENT, AND THAT THE TOWN OF FLOWER MOUND CONSIDERS BUILDING NEAR SUCH PIPELINE OR PIPELINE EASEMENT TO HAVE CERTAIN INHERENT DANGERS, INCLUDING, BUT NOT LIMITED TO, EXPLOSION AND RELEASE OF NOXIOUS, TOXIC AND FLAMMABLE SUBSTANCES, FOR THE AFOREMENTIONED REASONS, TOLL DALLAS TX LLC, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE AND AGREES TO FOREVER HOLD HARMLESS THE TOWN OF FLOWER MOUND, TEXAS, ITS OFFICERS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL LIABILITY IN ANY WAY ARISING FROM THE BUILDING, USE OR HABITATION OF THE STRUCTURE(S) DESCRIBED IN THE SAID PERMIT.
11. PER THE OIL & GAS BOARD OF APPEALS MEETING HELD ON JUNE 20, 2018, AN APPROVAL WAS GRANTED TO TOLL DALLAS TX LLC, FOR THE VARIANCE FROM SECTION 34-422(c)(4), AS SET FORTH IN ORDINANCE NO. 23-07 ADOPTED BY TOWN COUNCIL. THIS APPROVAL OF VARIANCE ALLOWS THE DECREASE OF THE 500 FOOT SETBACK TO APPROXIMATELY 400 FEET ON THE WEST SIDE OF THE PAD SITE & APPROXIMATELY 460 FEET ON THE EAST SIDE OF THE PAD SITE. THIS VARIANCE ALLOWS UP TO 50,000 SQUARE FEET OF LAND FOR PROPOSED PAVEMENT & EASEMENTS TO BE PERMITTED WITHIN THE 500 FOOT SETBACK.



LOCATION MAP
NOT TO SCALE



LEGEND

- | | |
|--------------|--|
| WE | WATERLINE EASEMENT |
| DE | DRAINAGE EASEMENT |
| HOA | HOME OWNER'S ASSOCIATION |
| D.R.D.C.T. | DEED RECORDS, DENTON COUNTY, TEXAS |
| P.R.D.C.T. | PLAT RECORDS DENTON COUNTY, TEXAS |
| O.P.R.D.C.T. | OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS |
| --- | BUILDING LINE |
| --- | LOT LINE |
| ● | SPECIMEN TREE |
| × | PROTECTED (NON-SPECIMEN) TREE |
| + | TREE TO BE REMOVED |
| ■ | PROPOSED ZONING PLANNED DEVELOPMENT AREA |
| ◇ | STREET NAME CHANGE |

ZONING PLANNED DEVELOPMENT
A CLUSTER DEVELOPMENT ~ 89.924 ACRES
56 RESIDENTIAL LOTS 8 OPEN SPACE LOTS
DEVELOPMENT PLAN
TOWNLAKE PHASE FOUR

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS

SEPTEMBER 2018 SCALE: 1"=100'

CASE NO. DP18-0005

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

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

LEGAL DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

BEING A TRACT OF LAND SITUATED IN THE J. MALONE SURVEY, ABSTRACT NO. 857 AND THE M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 935, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO JANET F. BUNN, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 4945, PAGE 1458, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS PART 2 IN DEED TO JANET F. ACKER, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2010-23898, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 1616, PAGE 523, DEED RECORDS, DENTON COUNTY, TEXAS FOR THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO LEWISVILLE INDEPENDENT SCHOOL DISTRICT, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 5167, PAGE 418, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 36 MINUTES 31 SECONDS WEST, WITH THE NORTH LIEN OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT, A DISTANCE OF 1,273.70 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE NORTHWEST CORNER OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT;

THENCE SOUTH 00 DEGREES 13 MINUTES 58 SECONDS EAST, WITH THE WEST LINE OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT, A DISTANCE OF 69.17 FEET TO A POINT FOR THE INTERSECTION OF SAID WEST LINE WITH THE EAST LINE OF FLOWER MOUND ROAD, A 90 FOOT RIGHT-OF-WAY, AS DESCRIBED IN DEED TO THE TOWN OF FLOWER MOUND, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2010-23899, DEED RECORDS, DENTON COUNTY, TEXAS, SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 13 MINUTES 12 SECONDS, A RADIUS OF 1,095.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 41 MINUTES 41 SECONDS WEST, 859.57 FEET;

THENCE NORTHERLY, WITH SAID EAST LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

NORTHWESTERLY, WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 883.33 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 48 MINUTES 18 SECONDS WEST, A DISTANCE OF 414.21 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 56 DEGREES 00 MINUTES 19 SECONDS, A RADIUS OF 1,005.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 48 MINUTES 08 SECONDS WEST, 943.72 FEET;

NORTHWESTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 982.36 FEET TO A POINT FOR CORNER;

NORTH 01 DEGREES 47 MINUTES 58 SECONDS WEST, A DISTANCE OF 328.31 FEET TO A POINT FOR THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO METRO INVESTMENTS, ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 656, PAGE 303, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST, LEAVING SAID EAST LINE AND WITH SAID SOUTH LINE, A DISTANCE OF 1,590.76 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE SOUTHEAST CORNER OF SAID METRO INVESTMENTS TRACT;

THENCE NORTH 02 DEGREES 17 MINUTES 37 SECONDS WEST, WITH THE EAST LINE OF SAID METRO INVESTMENTS TRACT, A DISTANCE OF 274.67 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK STAMPED '5093' FOUND FOR THE INTERSECTION OF SAID EAST LINE WITH THE SOUTHWESTERLY LINE OF FARM TO MARKET ROAD NO. 1171, A VARIABLE WIDTH RIGHT-OF-WAY, SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 29 MINUTES 39 SECONDS, A RADIUS OF 1,373.57 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57 DEGREES 03 MINUTES 16 SECONDS EAST, 107.71 FEET;

THENCE SOUTHEASTERLY, WITH SAID SOUTHWESTERLY LINE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTHEASTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 107.74 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 125.35 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK FOUND FOR CORNER;

SOUTH 47 DEGREES 54 MINUTES 44 SECONDS EAST, A DISTANCE OF 131.33 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER;

SOUTH 50 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 262.46 FEET TO A 3.5 INCH TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK FOUND FOR CORNER;

SOUTH 54 DEGREES 27 MINUTES 04 SECONDS EAST, A DISTANCE OF 79.76 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER;

THENCE SOUTH 39 DEGREES 49 MINUTES 01 SECONDS WEST, LEAVING SAID SOUTHWESTERLY LINE, A DISTANCE OF 73.64 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23 DEGREES 05 MINUTES 22 SECONDS, A RADIUS OF 188.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEGREES 19 MINUTES 21 SECONDS WEST, 75.25 FEET;

THENCE SOUTHWESTERLY, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 75.76 FEET TO AN 'X' FOUND IN CONCRETE FOR CORNER;

THENCE SOUTH 26 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 23.80 FEET TO AN 'X' FOUND IN CONCRETE FOR CORNER;

THENCE SOUTH 02 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 917.40 FEET TO A 1/2 INCH IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED 'G&A' FOUND FOR THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROCKPOINTE CHURCH OF DENTON COUNTY, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 97-0014716, DEED RECORDS, DENTON COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROCKPOINTE CHURCH OF DENTON COUNTY, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2005-36063, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 28 MINUTES 17 SECONDS EAST, WITH THE SOUTH LINE OF SAID ROCKPOINTE CHURCH OF DENTON COUNTY TRACT, A DISTANCE OF 1,015.30 FEET TO A 1/2 INCH IRON ROD WITH A ORANGE PLASTIC CAP STAMPED 'G&A' FOUND IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO MOHAMMED H. MEHRKHAZI AND FATHIEH MEHRKHAZI, TRUSTEES, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 97-0014716, DEED RECORDS, DENTON COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO ROCKPOINTE CHURCH OF DENTON COUNTY, ACCORDING TO THE DOCUMENT FILED OF RECORD UNDER DOCUMENT NO. 2005-36063, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 33 MINUTES 25 SECONDS WEST, LEAVING SAID SOUTH LINE AND WITH SAID WEST LINE, A DISTANCE OF 623.21 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE ABOVE MENTIONED RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT;

THENCE NORTH 89 DEGREES 23 MINUTES 21 SECONDS WEST, LEAVING SAID WEST LINE AND WITH THE NORTH LINE OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT, A DISTANCE OF 486.94 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'DAA' SET FOR THE NORTHWEST CORNER OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT;

THENCE SOUTH 00 DEGREES 42 MINUTES 52 SECONDS WEST, WITH THE WEST LINE OF SAID RAND BYRON RICHARD AND REBECCA LU ANNE RICHARD TRACT, A DISTANCE OF 169.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 89.925 ACRES OF LAND, MORE OR LESS.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOHN L. MELTON, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my supervision, in accordance with the subdivision regulations of THE Town of Flower Mound, Texas.

"PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

John L. Melton
Registered Professional Land Surveyor
No. 4268

STATE OF TEXAS §
COUNTY OF COLLIN §

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

WITNESS MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2018.

Notary Public in and for the State of Texas

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	A	22576	0.52
2	A	22725	0.52
3	A	24618	0.57
4	A	30560	0.70
5	A	24437	0.56
6	A	27107	0.62
7	A	25697	0.59
8	A	22440	0.52
9	A	21971	0.50
10	A	28009	0.64
11	A	30053	0.69
12	A	24850	0.57
13	A	41065	0.94
14	A	31895	0.73
15	A	33233	0.76
16	A	28997	0.67
17	A	30387	0.70
18	A	23212	0.53
19	A	22119	0.51
20	A	21780	0.50

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	A	22394	0.51
23	A	34869	0.80
24	A	34957	0.80
25	A	22791	0.52
26	A	30168	0.69
27	A	30510	0.70
28	A	32359	0.74
29	A	29925	0.69
30	A	35703	0.82
31	A	31563	0.72
32	A	35395	0.81
33	A	35791	0.82
34	A	35791	0.82
35	A	35779	0.82
36	A	59935	1.38
37	A	44347	1.02
38	A	34292	0.79
39	A	35818	0.82
40	A	37068	0.85

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
2	B	26569	0.61
3	B	26569	0.61
4	B	25711	0.59
5	B	23402	0.54
8	B	24502	0.56
9	B	24502	0.56
10	B	29458	0.68
11	B	58171	1.34
12	B	37652	0.86
13	B	37295	0.86
14	B	26464	0.61
15	B	21971	0.50
16	B	39392	0.90

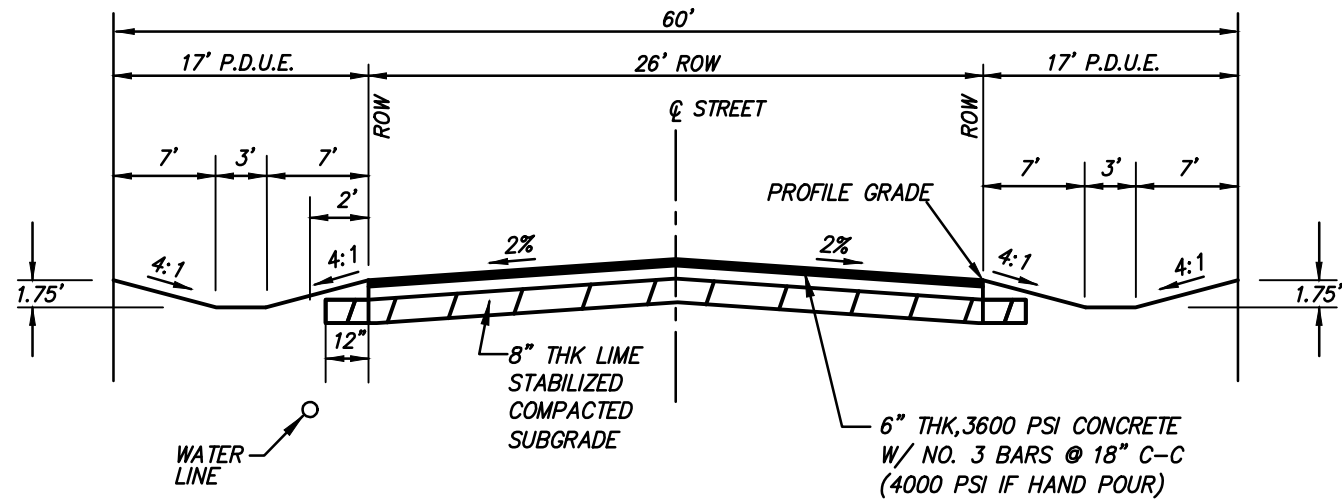
LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
1	C	571062	13.11

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	46°19'40"	200.00'	85.57'	161.71'	N09°01'52"E 157.35'
C2	59°16'47"	200.00'	113.80'	206.92'	N15°30'25"E 197.82'
C3	13°43'35"	530.00'	63.79'	126.97'	N52°00'36"E 126.67'
C4	45°37'15"	200.00'	84.12'	159.25'	N36°03'46"E 155.07'
C5	62°40'03"	200.00'	121.76'	218.75'	N44°35'10"E 208.01'
C6	46°00'08"	714.50'	303.30'	573.67'	S81°04'44"E 558.38'
C7	55°43'11"	200.00'	105.72'	194.50'	S30°13'05"E 186.92'
C8	56°27'00"	200.00'	107.35'	197.05'	S30°34'59"E 189.17'
C9	30°39'48"	400.00'	109.66'	214.07'	S74°08'23"E 211.52'
C10	42°23'31"	250.00'	96.95'	184.97'	N74°18'48"W 180.78'
C11	51°19'03"	942.00'	452.52'	843.71'	N27°27'30"W 815.79'
C12	17°58'55"	300.00'	47.47'	94.15'	N80°41'32"E 93.77'
C13	38°00'53"	250.00'	86.12'	165.87'	N19°19'27"W 162.84'
C14	36°04'52"	200.00'	65.14'	125.95'	N17°43'26"E 123.88'
C15	15°52'12"	250.00'	34.85'	69.25'	S23°15'24"W 69.03'
C16	39°20'43"	714.50'	255.44'	490.65'	S35°04'22"W 481.07'
C17	7°31'17"	250.00'	16.43'	32.82'	S03°13'56"E 32.79'
C18	16°54'43"	274.92'	40.87'	81.15'	S15°26'55"E 80.85'

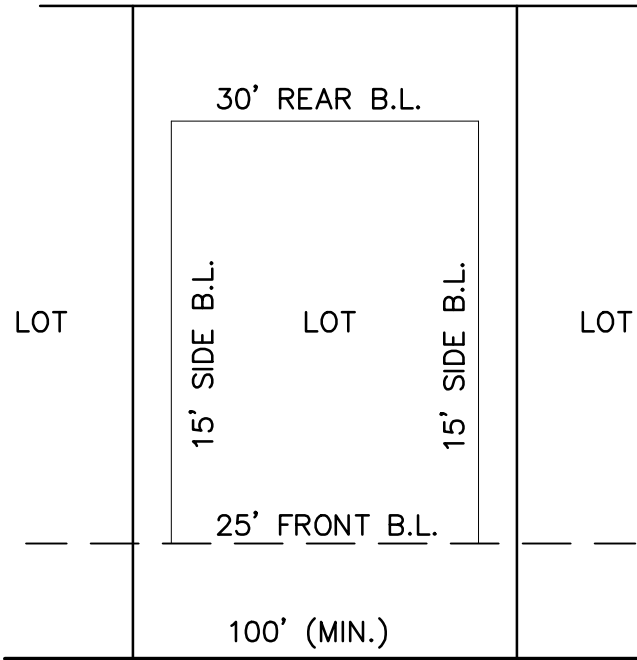
ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T1	S00°19'00"E	37.00'
T2	S00°19'00"E	37.00'
T3	N35°45'52"E	42.26'
T4	S35°15'16"E	30.02'

RESIDENTIAL LOT CRITERIA	
MINIMUM LOT AREA	21,780 SF
MINIMUM LOT WIDTH	100'
MINIMUM FRONT YARD BL	25'
MINIMUM REAR YARD BL	30'
MINIMUM SIDE YARD BL	15'
MAXIMUM LOT COVERAGE	35%
MINIMUM FLOOR AREA	2100 SF
MAXIMUM BUILDING HEIGHT	3 STORIES OR 35'

LOT AND BLOCK SUMMARY		
SMALLEST	21,780 SF	0.50 AC
LARGEST	56,363 SF	1.29 AC
MEAN (AVERAGE)	30,103 SF	0.69 AC
MEDIAN	28,256 SF	0.65 AC
RANGE	34,583 SF	0.79 AC
TOTAL LOTS (INCLUDING X LOTS)	66 LOTS	
TOTAL BUILDABLE LOTS (EXCLUDING X LOTS)	56 RESIDENTIAL LOTS	



TYPICAL 26' E-E STREET SECTION
N.T.S.



TYPICAL 100' RESIDENTIAL LOT DETAIL
N.T.S.

ZONING PLANNED DEVELOPMENT
A CLUSTER DEVELOPMENT ~ 89.924 ACRES
56 RESIDENTIAL LOTS 8 OPEN SPACE LOTS
DEVELOPMENT PLAN
TOWNLAKE PHASE FOUR

AN ADDITION TO THE TOWN OF FLOWER MOUND
J. MALONE SURVEY ~ ABSTRACT NO. 857
M.E.P. & P.R.R. SURVEY ~ ABSTRACT NO. 935
DENTON COUNTY, TEXAS

SEPTEMBER 2018 SCALE: NTS

CASE NO. DP18-0005

OWNER
TOLL DALLAS TX LLC
2557 S.W. GRAPEVINE PARKWAY, SUITE 100
817-329-8770 GRAPEVINE, TEXAS 76051

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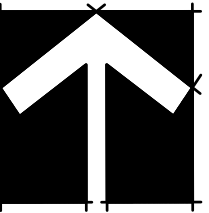


STUDIO 13
DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

THESE DOCUMENTS ARE
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FOR CONSTRUCTION OR
BIDDING PURPOSES.

September 10, 2018



NORTH



1" = 120' - 0"

Bar is one inch on original
drawing. If not one inch on this
sheet, adjust scale as necessary.

One Inch

Conceptual Landscape Plans

Landscape Overall Layout

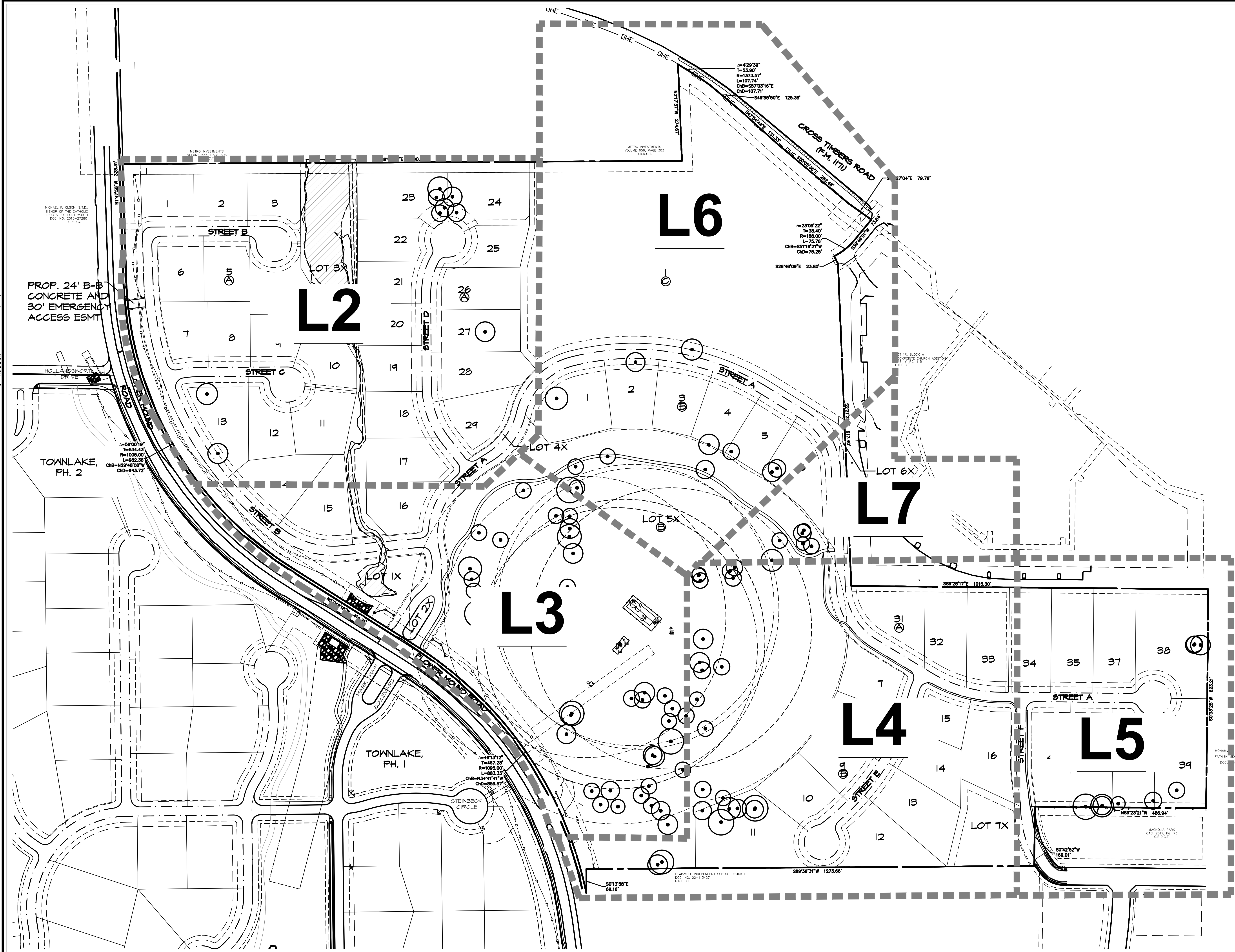
Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS		BY	DATE
#	0		

PROJECT
TBI016

SHEET
L1 of 9



Plotted by: ##### Plot Date: 9/10/2018 3:57 PM

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STUDIO
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September 10, 2018

NORTH

50 25 0 50

1" = 50' - 0"

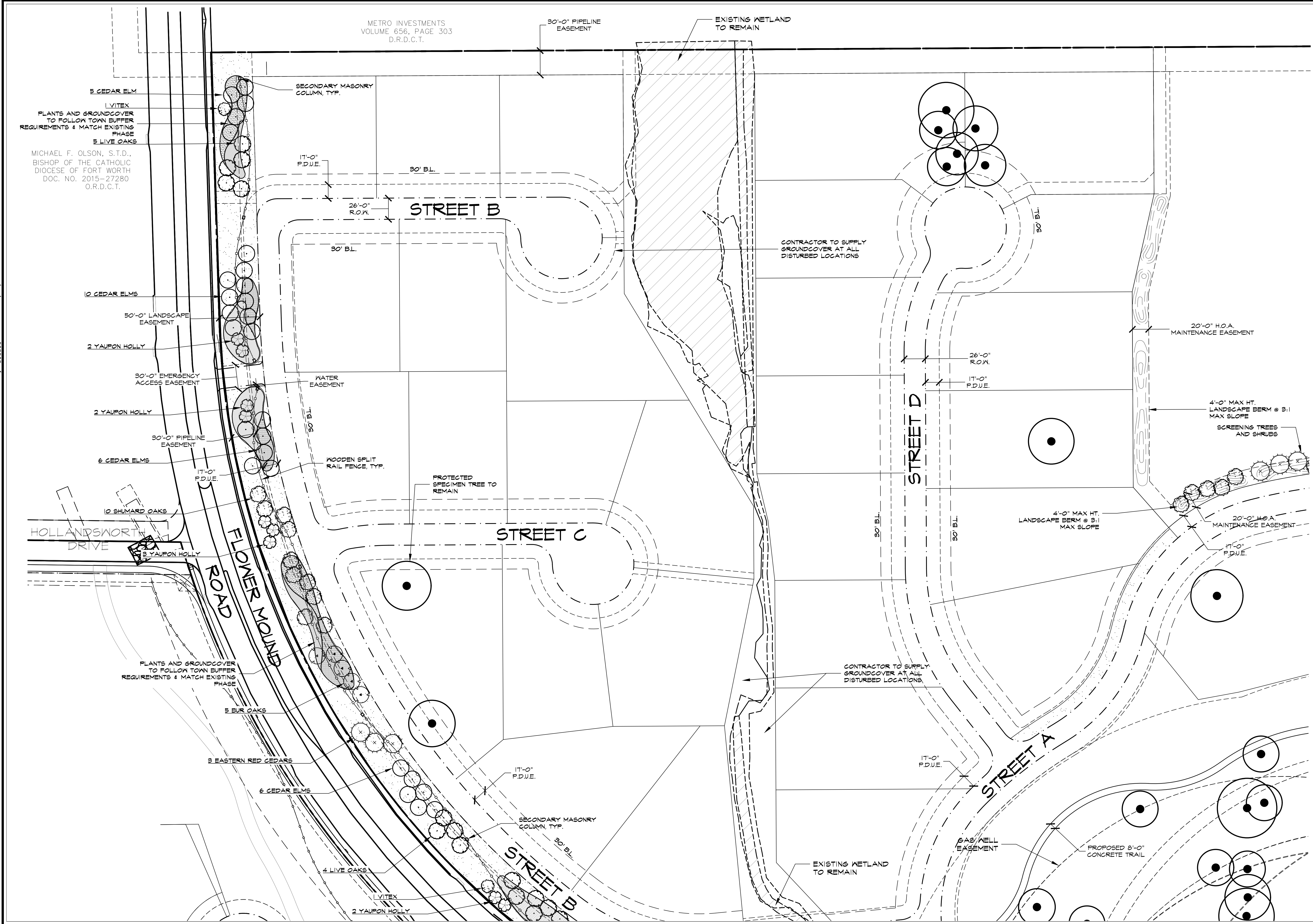
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sheet, adjust scale as necessary.

One Inch

Conceptual Landscape Plans

Landscape Layout
Townlake, Ph. 4
Town of Flower Mound, Denton County, Texas

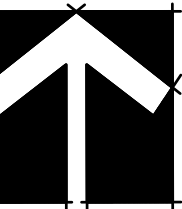
PLAN REVIEW REVISIONS		BY	DATE
#	0		
PROJECT		TBI016	
SHEET		L2 of 9	



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September 10, 2018



NORT

25 0 5

6.10 6.11 6.12

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wing. If not one inch on this
set, adjust scale as necessary.

One Inc

Conceptual Landscape Flats

Landscape Layout

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

[illegible]

TBI016

L3 of 9

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September 10, 2018



is one inch on original
wing. If not one inch on the
net, adjust scale as necessary.

Concrete Landscape Details

Landscape Layout

Townlake, Ph. 4

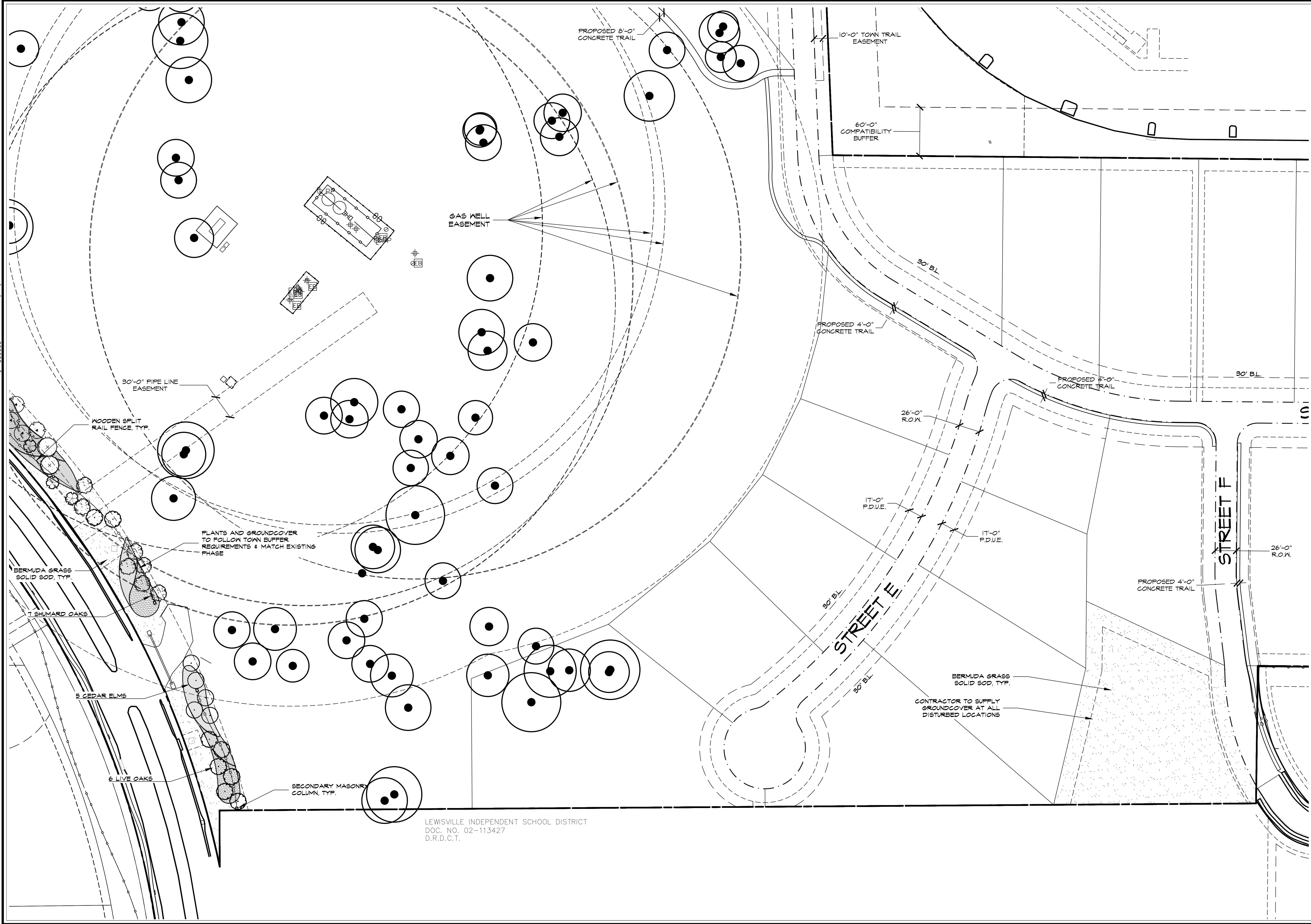
Town of Flower Mound Denton County Texas

TBI016

L4 of 9

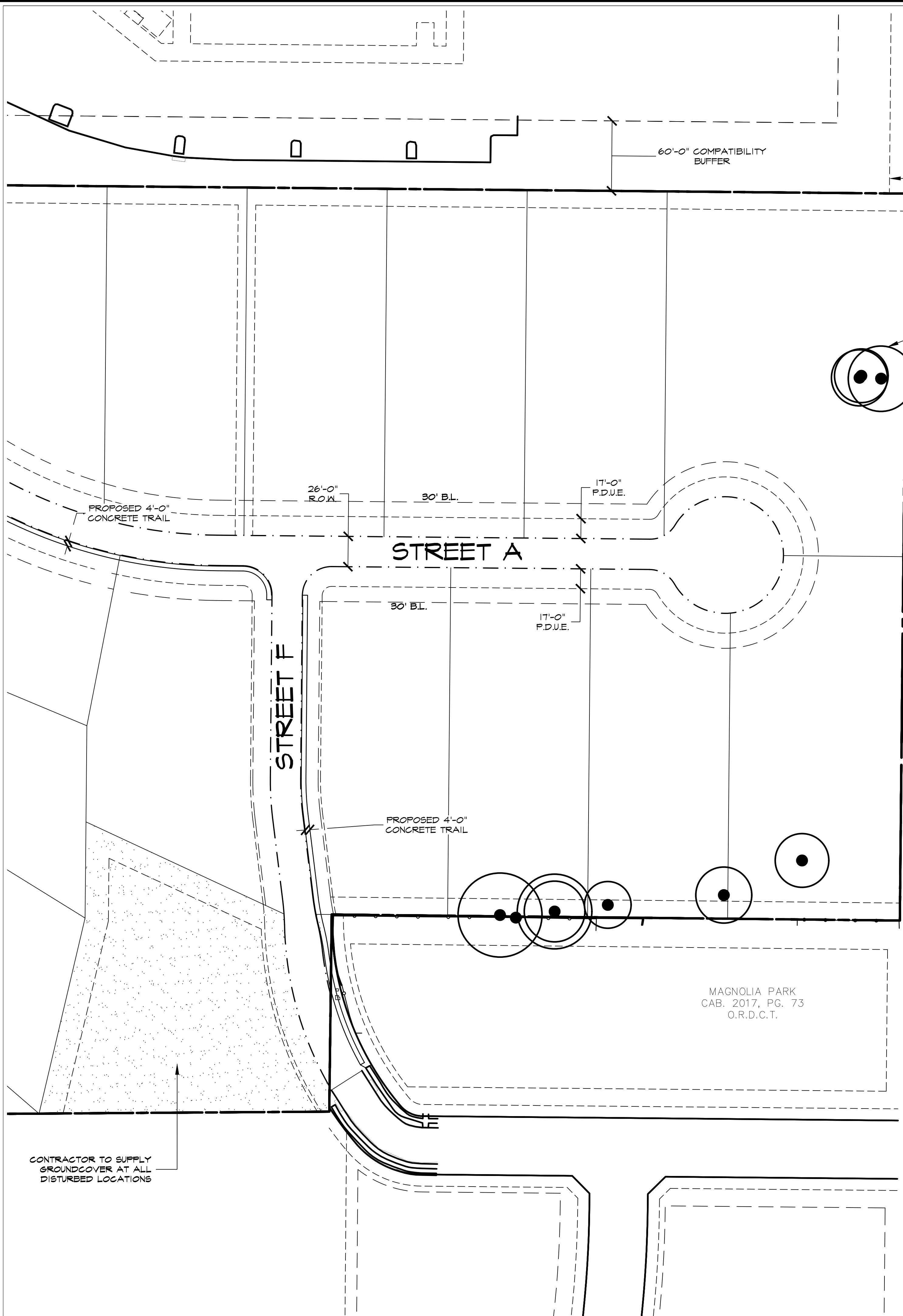
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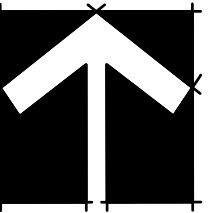
MOHAMMED H. MEHRKHAJ AND
FATHIEH MEHRKHAJ, TRUSTEES
DOCUMENT NO. 97-0014716
D.R.D.C.T.



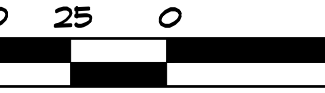
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469-635-1900
TBAE Firm #BR643

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September 10, 2018



NORTH



1" = 50' - 0"

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One Inch

Conceptual Landscape Plans
Landscape Layout
Townlake, Ph. 4
Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
#	0	
PROJECT	TBI016	
SHEET	L5 of 9	

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September 10, 2018



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One Inch

Conceptual Landscape Plans

Landscape Layout

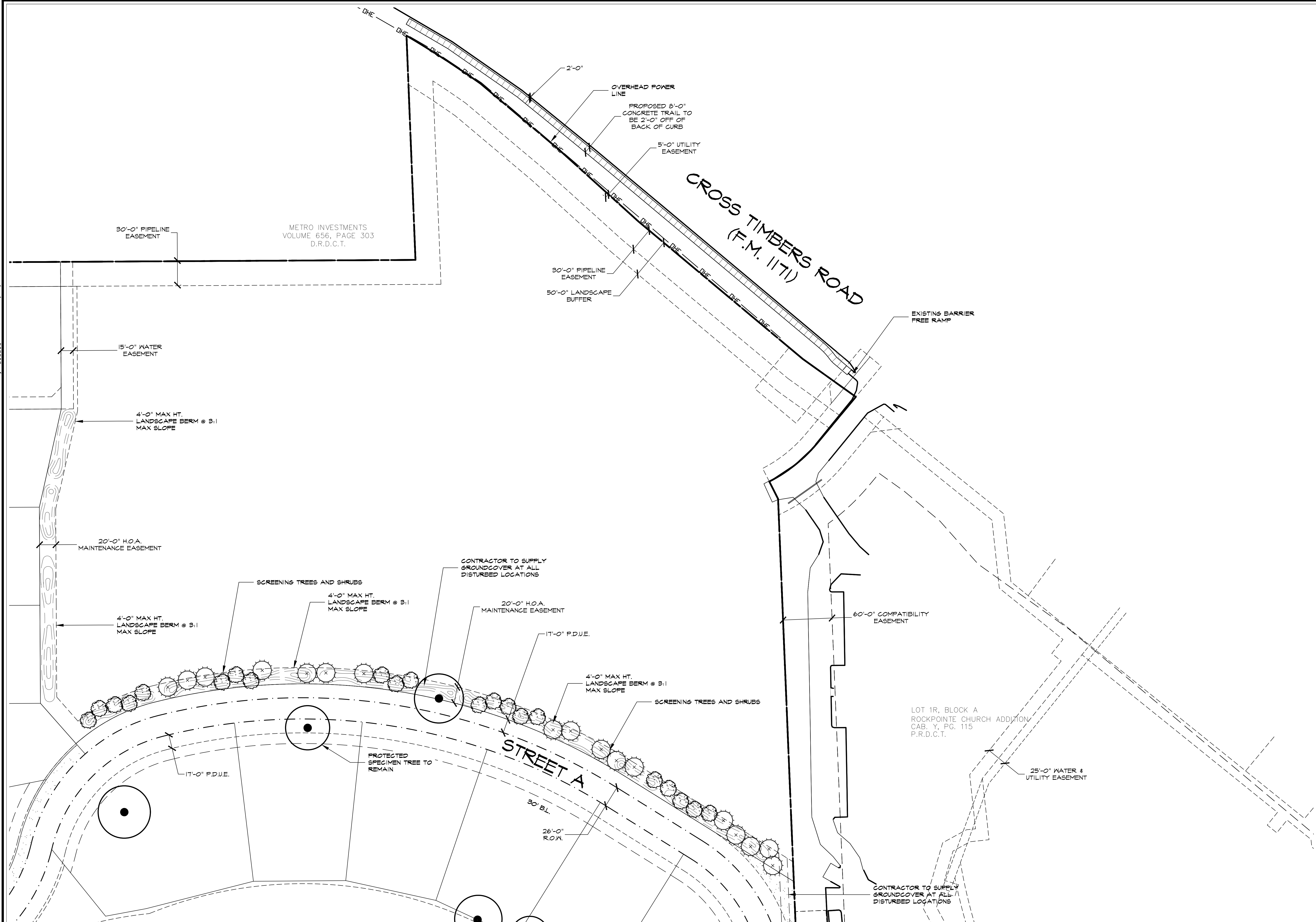
Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

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PROJECT
TBI016

L6 of 9



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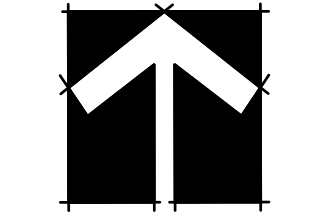
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September 10, 2018



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One Inch

Conceptual Landscape Plans

Landscape Layout

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

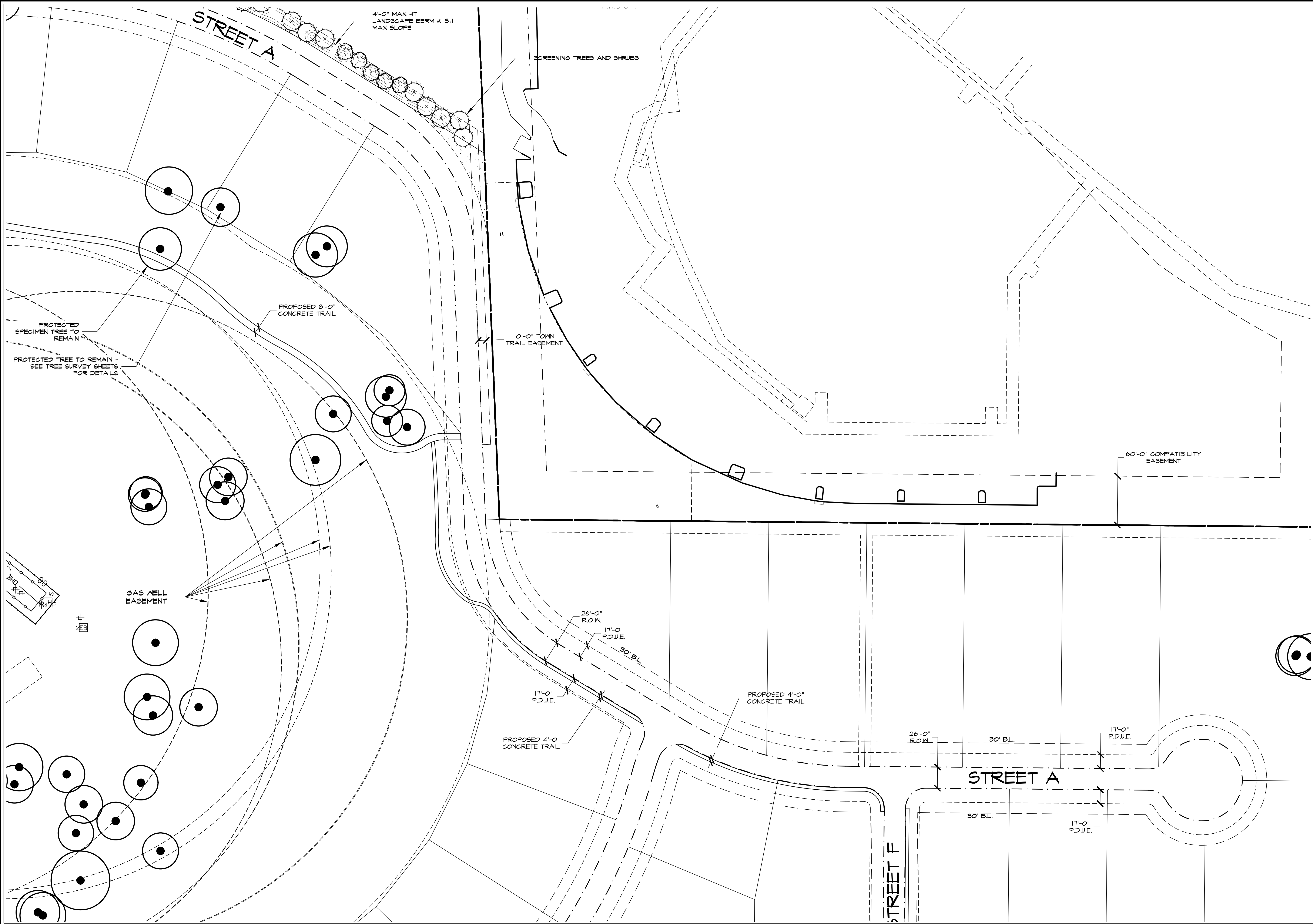
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PROJECT
TBI016

SHEET
L7 of 9

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PLANT LIST

- | COMMON/BOTANICAL NAME | | SIZE | SPACING | QUANTITY |
|-----------------------|--|------------|----------|----------|
| BO | BUR OAK / QUERCUS MACROCARPA | 3" CALIFER | AS SHOWN | 13 |
| SO | SHUMARD OAK / QUERCUS SHUMARDII | 3" CALIFER | AS SHOWN | 47 |
| LO | LIVE OAK / QUERCUS VIRGINIANA | 3" CALIFER | AS SHOWN | 23 |
| CE | CEDAR ELM / ULMUS CRASSIFOLIA | 3" CALIFER | AS SHOWN | 32 |
| ERC | EASTERN RED CEDAR / JUNIPERUS VIRGINIANA | 3" CALIFER | AS SHOWN | 37 |
| | YAUPON HOLLY / ILEX VOMITORIA | 30 GALLON | AS SHOWN | 15 |
| | VITEX / CHILOPSIS LINEARIS | 30 GALLON | AS SHOWN | 36 |

Diagram illustrating the cross-section of a raised garden bed structure. The layers and components are labeled as follows:

- FINISH GRADE
- TAPER PLANTING BED DOWN TO TOP OF EDGING
- MULCH LAYER AS SPECIFIED
- PLANTING MIX AS SPECIFIED
- MAX. 1" DOWN
- BENDA BOARD EDGING AS SPECIFIED
- PLASTIC EDGING STAKES @ 3'-0" O.C. MAX. WITH PLATED DECK SCREWS FOR ATTACHMENT, LOCATE ON PLANTING SIDE OF EDGE

NOTE: TOP OF ROOT BALL TO BE LEVEL WITH ADJACENT FINISHED GRADE.

Labels and components in the diagram:

- ORNAMENTAL GRASS
- 3" MULCH AS SPECIFIED
- WATER RETENTION BASIN (2" HT.)
- FINISH GRADE
- 1/2 ROOT BALL DIA.
- ROOT BALL
- PLANTING SOIL MIXTURE (60% EXIST. SOIL LESS ROCK & DEBRIS + 40% ORGANIC MATTER MIXTURE)

Diagram illustrating the typical shrub planting detail. The cross-section shows the shrub in a container, with labels indicating the removal of all labels and the removal of the container and pruning of any circling roots. The planting mix is specified as 3" mulch (as specified) slope mulch from walk or curb edge to 1" above walk or curb. The plan view shows the shrub's footprint and the removal of all labels.

Labels in the diagram include:

- GROUND COVER (TYPICAL)
- 3" MULCH (AS SPECIFIED)
- SLOPE MULCH FROM WALK OR CURB EDGE TO 1" ABOVE WALK OR CURB
- 1"
- EXISTING PAVING OR CURB
- PLANTING MIX AS SPECIFIED
- REMOVE CONTAINER AND PRUNE ANY CIRCLING ROOT
- REMOVE ALL LABELS
- SHRUB (TYPICAL)
- SEE PLAN

A diagram of a triangular lattice. It consists of a grid of circles, each containing a '+' sign. The circles are arranged in a hexagonal pattern. A central triangle is formed by three circles, with lines connecting their centers. Each of these three lines is labeled with the letter 'D'.

[illegible]

CONSTRUCTION NOTES:

- TREE
- LOOSEN EARTH BACKFILL (NO SOIL AMENDMENTS IN CONTRACT)
- WATER RETENTION BASIN
- 3" DEPTH MULCH AS SPECIFIED
- FINISH GRADE
- 2 1/2" DIA WALL SCREW (UNFINISHED)
- 2" x 2" x 4" CROSS MEMBER (UNTREATED LUMBER). **NOTE:** CROSS MEMBERS TO BE ORIENTED PARALLEL TO NORTH / SOUTH BEARING AND SHALL BE PROPORTIONAL IN LENGTH TO ROOT BALL (4' MIN).
- 2" x 2" x 4" STAKE WITH 18" MIN. TAPER (UNTREATED LUMBER)
- REMOVE TOP 1/3 OF BURLAP SURROUNDING ROOTBALL AFTER INSTALLATION (TO PREVENT "WICKING" OF MOISTURE). X, DIMENSION EQUAL TO "Y". Y, DIMENSION EQUAL TO "X".
- ROOTBALL SHALL BE PLACED ON UNDISTURBED NATIVE SOIL

SECTION

FLOWER MOUND ROAD

- MITIGATION REQUIRED:**

MITIGATION WILL BE REQUIRED ON THIS SITE.

OWNER/DEVELOPER TO PLANT ADDITIONAL CANOPY TREES TO HELP
OFFSET MITIGATION PENALTY.

FINAL TREE SURVEY & MITIGATION PENALTY TO BE FINALIZED ON
CONSTRUCTION DOCUMENTS APPROVED BY THE TOWN OF FLOWER
MOUND

PARK DEVELOPMENT FEES:

PER AGREEMENT WITH THE TOWN A PORTION OF PARKLAND DEVELOPMENT FEE SHALL BE ALLOCATED TO HELP CONSTRUCT THE REQUESTED 8'-0" CONCRETE TOWN TRAIL (ESTIMATED 12,800SF) THROUGH LOT 5X, BLOCK B.

REFERENCE TOWN CODE FOR FINAL PARK DEVELOPMENT FEE
PROCESS: Code 1989, ch. 12, § 4.07(f); Ord. No. 13-00, § 2,
2-17-2000; Ord. No. 59-07, § 2, 8-6-2007; Ord. No. 13-09, § 2,
4-6-2009; Ord. No. 66-16, § 2, 12-19-2016



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One Inch

Conceptual Landscape Plans

Landscape Details

Townlake, Ph. 4

Town of Flower Mound, Denton County, Texas

DATE _____

BY

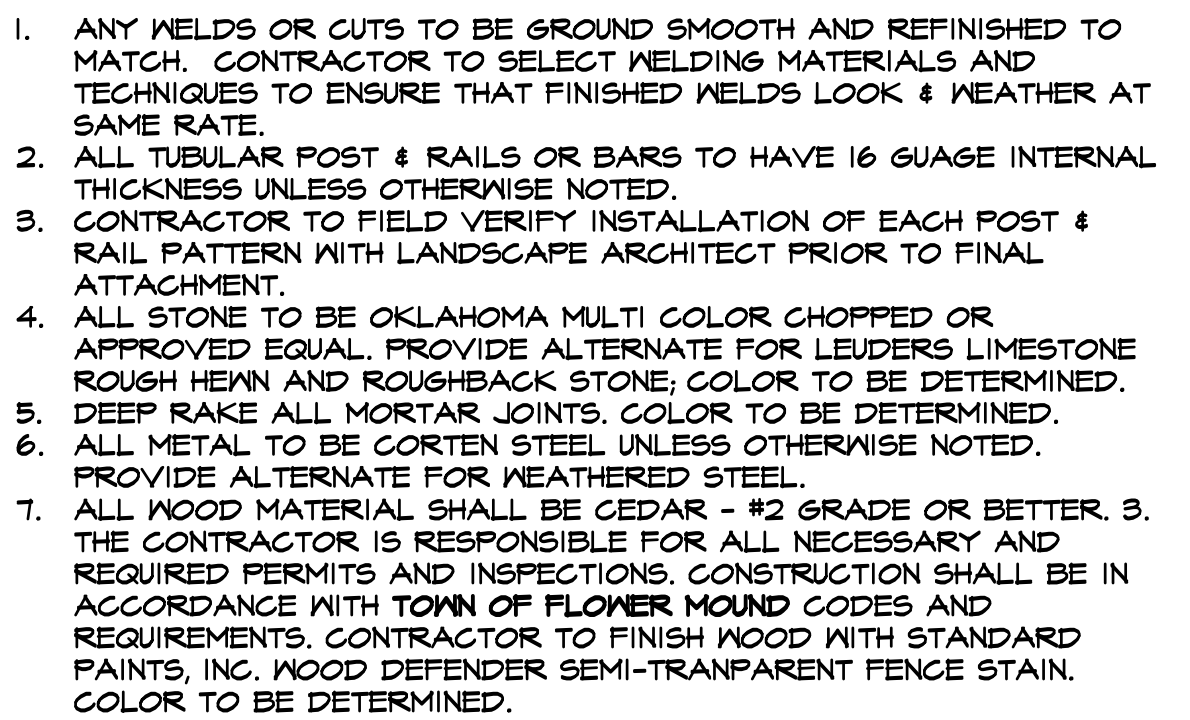
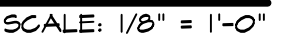
PLAN REVIEW REVISIONS

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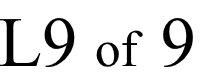
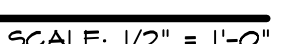
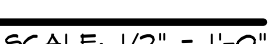
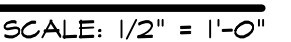
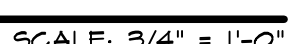
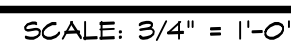
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L8 of 9



One Inch

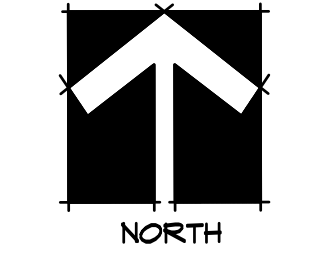


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September 10, 2018



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Conceptual Landscape Plans
Landscape Overall Layout
Townlake, Ph. 4
Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE

PROJECT
TB1016
SHEET
OVERALL

LANDSCAPE PROVIDED

FLOWER MOUND ROAD

- A. MINIMUM TWENTY (20) FOOT LANDSCAPE BUFFER YARD PROVIDED
B. WOOD SCREENING FENCE PROVIDED
C. 1-3" CAL. CANOPY TREE / 25 LF OF LANDSCAPE EDGE ALONG A SCENIC ROADWAY 2,510 LF OF FRONTAGE / 25 LF = 100 - 3" CAL. TREES REQUIRED. PROVIDED: 100 - 3" CALIPER TREES TO SATISFY STREET BUFFER REQUIREMENT
D. 50% OF THE BUFFER YARD HAS PROPOSED VEGETATION

MITIGATION REQUIRED:

MITIGATION WILL BE REQUIRED ON THIS SITE.

OWNER/DEVELOPER TO PLANT ADDITIONAL CANOPY TREES TO HELP OFFSET MITIGATION PENALTY.

FINAL TREE SURVEY & MITIGATION PENALTY TO BE FINALIZED ON CONSTRUCTION DOCUMENTS APPROVED BY THE TOWN OF FLOWER MOUND

PARK LAND DEDICATION:

- LOT 1, BLOCK C: 51,062sf (13.11ACRES) OF LAND TO BE DEDICATED PARK LAND TO THE TOWN OF FLOWER MOUND

PARK DEVELOPMENT FEES:

PER AGREEMENT WITH THE TOWN A PORTION OF PARKLAND DEVELOPMENT FEE SHALL BE ALLOCATED TO HELP CONSTRUCT THE REQUESTED 8'-0" CONCRETE TOWN TRAIL (ESTIMATED 12,800SF) THROUGH LOT 5X, BLOCK B.

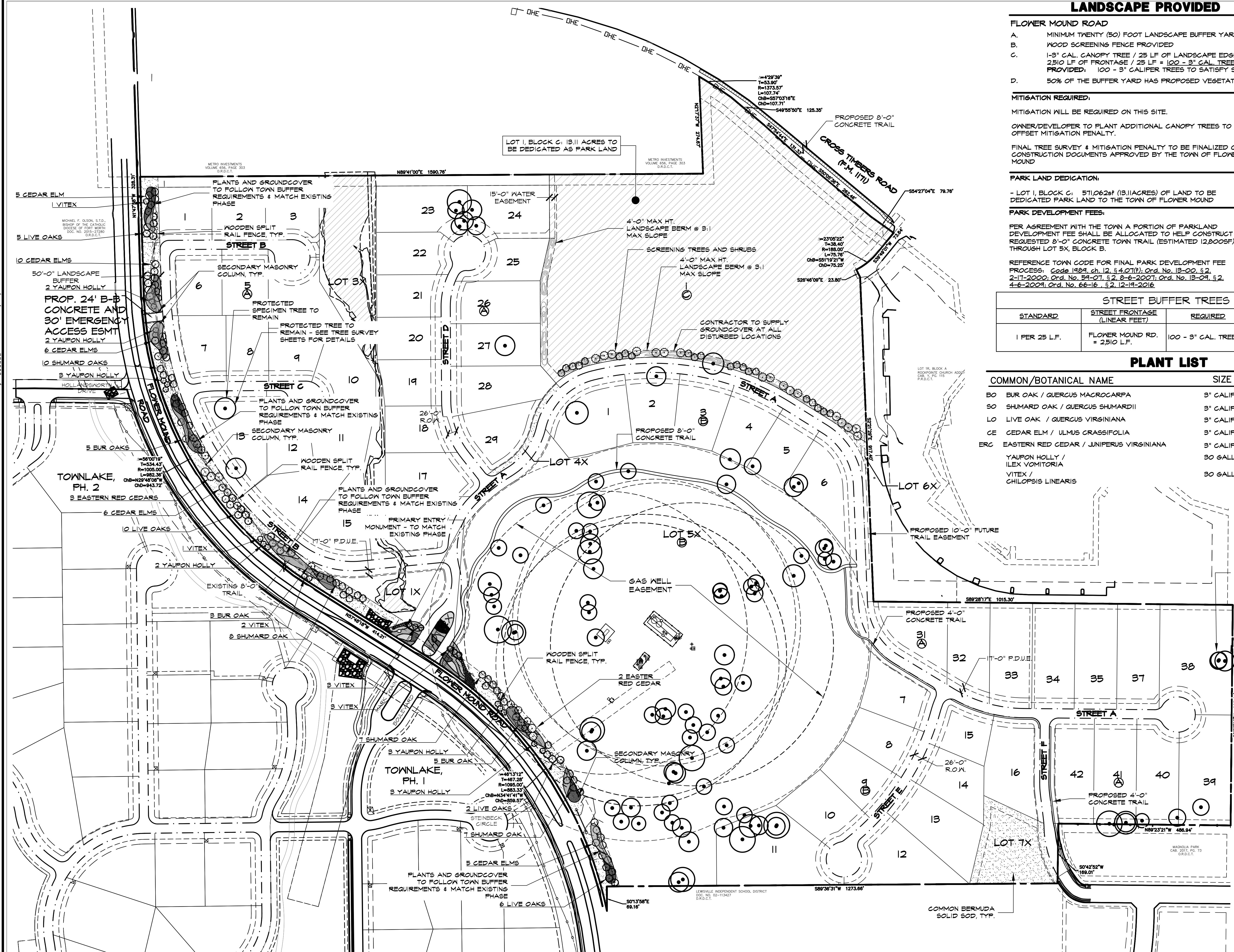
REFERENCE TOWN CODE FOR FINAL PARK DEVELOPMENT FEE PROCESS: Code 1989, ch. 12, § 4.07(1); Ord. No. 19-00, § 2, 2-17-2000; Ord. No. 54-07, § 2, 8-6-2007; Ord. No. 19-04, § 2, 4-6-2004; Ord. No. 66-16, § 2, 12-14-2016

STREET BUFFER TREES

STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 25 L.F.	FLOWER MOUND RD. = 2,510 L.F.	100 - 3" CAL. TREE	100 - 3" CAL. TREES

PLANT LIST

COMMON/BOTANICAL NAME	SIZE	SPACING	QUANTITY
BO BUR OAK / QUERCUS MACROCARPA	3" CALIPER	AS SHOWN	13
SO SHUMARD OAK / QUERCUS SHUMARDII	3" CALIPER	AS SHOWN	47
LO LIVE OAK / QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN	23
CE CEDAR ELM / ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN	32
ERC EASTERN RED CEDAR / JUNIPERUS VIRGINIANA	3" CALIPER	AS SHOWN	37
YAUFON HOLLY / ILEX VOMITORIA	30 GALLON	AS SHOWN	15
VITEX / CHILOPSIS LINEARIS	30 GALLON	AS SHOWN	36



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TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: October 1, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Consider a request for a Development Plan (DP18-0003 – Sunset Point at Twin Coves, previously Ridge Bluff Estates) to develop a residential subdivision, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located west of Simmons Road and south of Holly Lane. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its September 24, 2018, meeting.*)**

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

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Development Agreement

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

DRAFT MOTION: Move to approve a request for a Development Plan (DP18-0003 – Sunset Point at Twin Coves, previously Ridge Bluff Estates) to develop a residential subdivision, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: September 24, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Consider a request for a Development Plan (DP18-0003 - Sunset Point at Twin Coves, previously Ridge Bluff Estates) to develop a residential subdivision. The property is generally located west of Simmons Road and south of Holly 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 purpose of the application is to re-obtain design approval for 18 buildable, single-family lots with a minimum lot size of 15,000 square feet. The site contains approximately 9.69 acres of land. Primary access to the site will be from a proposed gated entrance to be located south of Holly Lane. The property is zoned Planned Development District No. 116 (PD-116) with Single-Family District-15 (SF-15) uses.

On September 4, 2012, the Town Council approved a rezoning and development plan application for Ridge Bluff Estates on Lake Grapevine subdivision consisting of 18 buildable residential lots. During the approval process, residents and the Home Owners Association (HOA) of Northlake Highlands, an existing neighborhood to the north, had raised several issues and concerns regarding the proposed subdivision. The compromise between the developer and the HOA was outlined within a Development Agreement (see Attachment A(4)), approved by the Town Council, and recorded at the Denton County office. The applicant is not proposing any changes to this Development Agreement. On August 5, 2013, the Town Council approved a Planned Development District (PD-116) on the same property to allow front and rear setback modifications for three lots to allow for a larger building pad.

Pursuant to Section 90-57(b), the Town Council shall withdraw its approval of a development plan unless the record plat is filed within 18 months or unless the 18-month period is extended by the Town Council at the request of the subdivider. The approved development plan expired on March 4, 2014; hence review and approval of a new development plan is required.

The proposed development plan is generally consistent with the approved development plan except for the following key changes:

1. Gated Subdivision: The applicant is proposing a gated private subdivision.
2. Elimination of an emergency only access to and from the United States Army Corps of Engineers (USACE) property.

2015 International Fire Code requires that developments of one or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads. Though the number of buildable lots within this proposed subdivision is 18, a single point of access from Simmons Road already provides access to more than 30 existing single family lots. Hence the proposed subdivision is required to provide a separate and approved fire apparatus access road. As indicated in the applicant's letter of intent (Attachment A(2)), USACE has decided against the emergency only access to and from the USACE property. The proposed development plan indicates bollards to be installed at the terminus of a street that previously extended to the USACE property, thus prohibiting any vehicular access beyond the subject property. An exception process in the Fire Code can waive the requirement for two points of access, if dwelling units are equipped with an approved automatic sprinkler system. The applicant has agreed to equip all dwelling units within this subdivision with fire sprinkler systems. This condition will be written into a new development agreement that requires authorization from the Mayor and the Town Council.

The development plan depicts necessary buffers and setbacks. The landscape plan meets or exceeds the Town's landscaping requirements. The landscape plan depicts evergreen trees and shrubs along Holly Lane per the executed DA. Though some of the species are different from the approved landscape plan, the proposed species are evergreen and meet the requirement of the DA.

The Land Use Plan designates this area for Medium Density Residential uses within the Cross Timbers Protection Area. The Master Plan indicates the following for the Cross Timbers Protection Area:

The Cross Timbers Protection Area consists of those areas within Long Prairie District where remnants of the Cross Timbers exist, but have been compromised due to the encroachment of rapid and intense urbanization. Development within the protection area may occur according to existing land use categories and densities; however, additional development standards will be enacted to preserve the remnants and the remaining Cross Timbers environmental character.

The Cross Timbers Protection Area allows development to occur in accordance with the existing land use categories and densities identified by the Master Plan for this area. In addition, the development of this property has to conform to the requirements of the Town's Tree Ordinance. The site contains five specimen trees, three of which will remain onsite. Approximately 4.79 acres of Upland Habitat has also been found on the site, and will be mitigated per the Town's SMARTGrowth requirements. The applicant is proposing payment into the Town's Tree Preservation Fund.

On September 8, 2011, the Parks, Arts, and Library Services (PALS) Board voted unanimously to recommend cash in lieu of land to satisfy the Park Land Dedication in

the amount of \$44,197.97 and Park Development Fee requirements of \$38,864.00 based on an earlier proposal of 28 residential lots. On June 25, 2012, the Planning and Zoning Commission recommended approval of the previous development plan application for this project (DP 02-10) which reduced the number of residential lots from 28 to 18. The Park Development Fees were reduced as a result of the change from \$38,864.00 to \$24,984.00 and cash in lieu of land to satisfy the Park Land Dedication.

The link to the September 8, 2011, PALS Board meeting is:
<https://flowermoundtx.swagit.com/play/08112013-1110>

On June 5, 2012, the Environmental Conservation Commission (ECC) voted unanimously to recommend approval of the application for a tree removal permit for the removal of two specimen trees on property proposed for development as Ridge Bluff Estates. On September 4, 2012, the Town Council approved ECC's recommendation.

The link to the June 5, 2012, ECC meeting is:
<https://flowermoundtx.swagit.com/play/08112013-1066>

III. ATTACHMENTS

A. Background Information

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

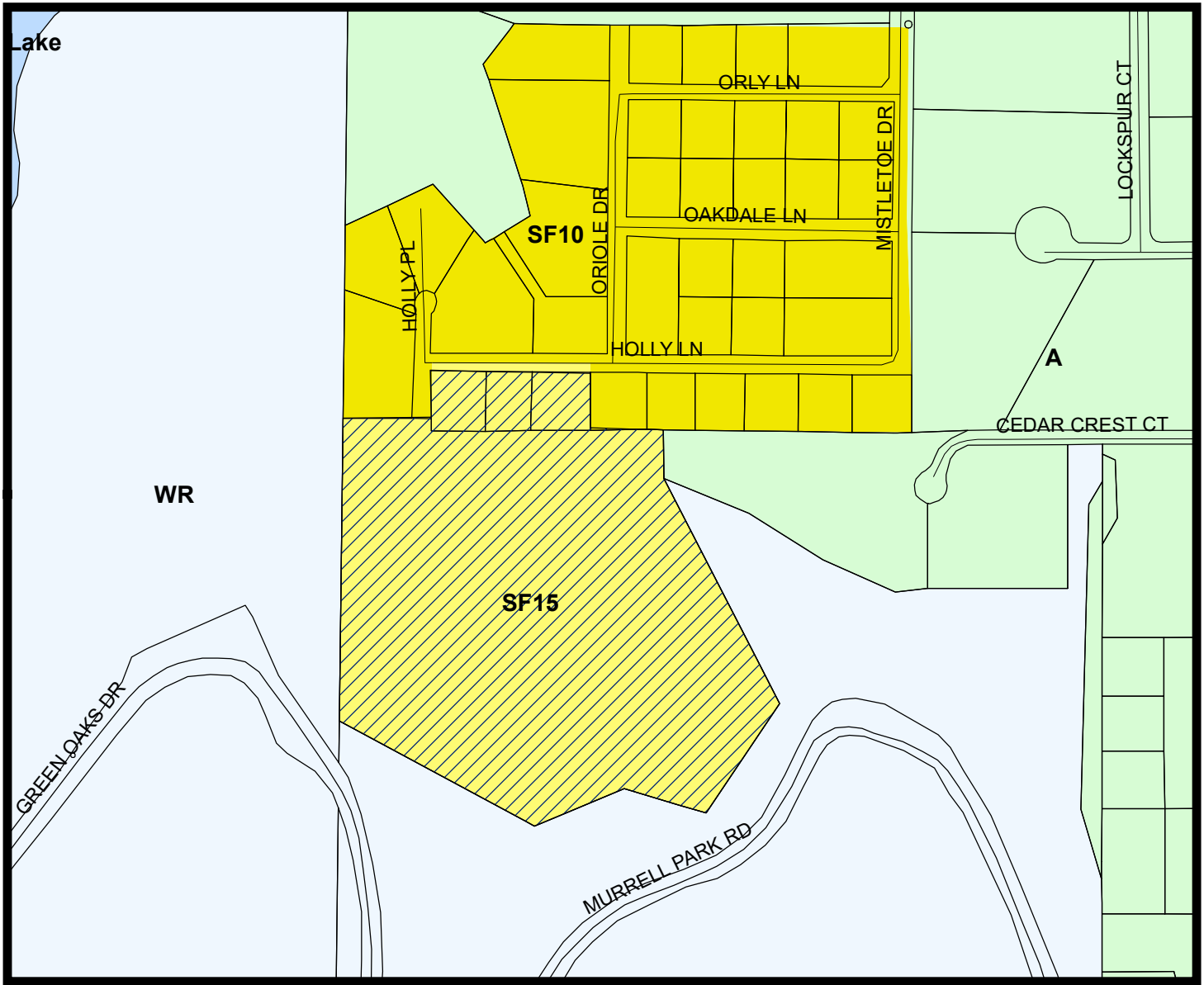
B. Application Details

1. Proposed Development Plan Package



Vicinity Map

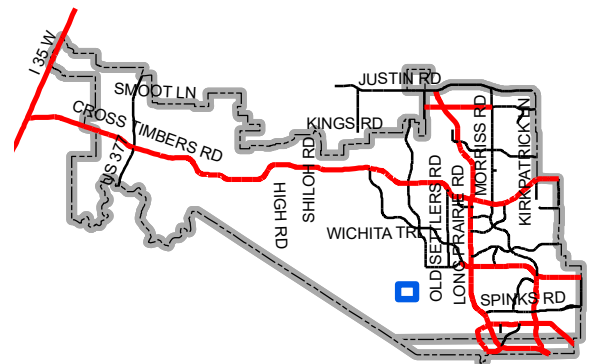
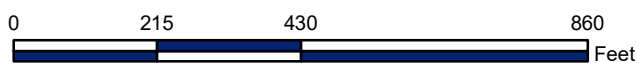
Reference Project: DP18-0003



LEGEND

- Agriculture
- Single Family 10
- Single Family 15
- Water Recreation

— Subject Property



Map Location

LETTER OF INTENT

From:

Peter W Edwards

6901 Red Bud Drive

Flower Mound, TX 75022

To:

Poornima Srinarasi

Planning Dept: City of Flower Mound, TX

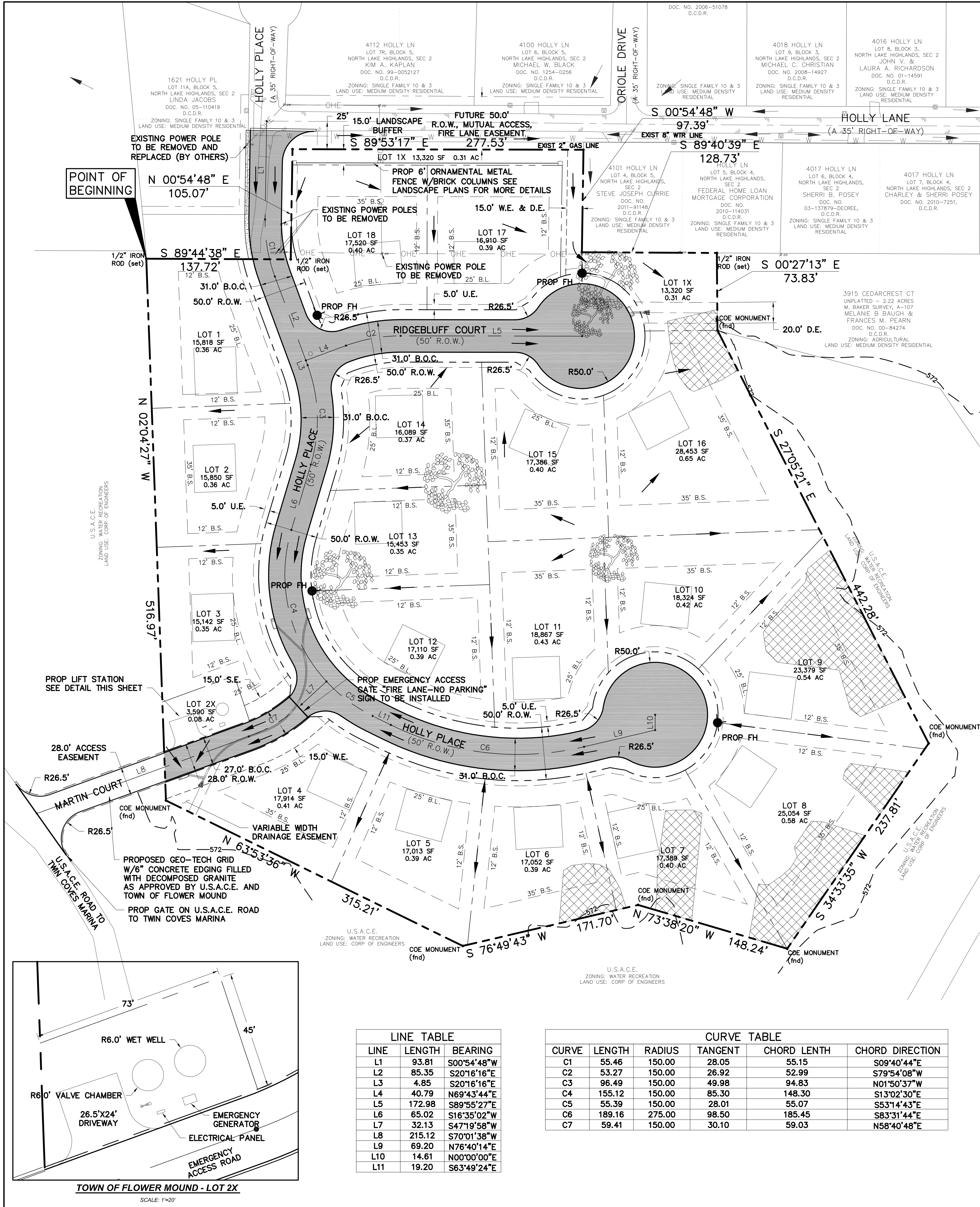
RE: Letter of Intent for Sunset Point at Twin Coves

- This Letter of Intent is for development within the PD 127 Zoning District with SF-15 Zoning.
- Furthermore, this Letter of Intent is for the development of 9.6988 acres of land.
- The Development will be comprised of 18 Lots single family lots and three common areas.
- The Property conforms to the approved conceptual site plan.
- Development will be done in one phase.
- In order to protect elevations and trees throughout the whole of the subdivision it is necessary to adjust the grades with minor fill in the “steep slope areas”.
- The proposal is in substantial conformity to the conceptual site plan and the PD.
- The subdivision will be gated
- All of the homes within the subdivision will have automatic fire protection sprinkler systems
- The Corps of Engineers has decided against the emergency access onto Murrell Park property
- Legal Property Description attached hereto:

This a request for the development plan for the approved 18 Lot concept plan for Sunset Point at Twin Coves, formerly known as Ridge Bluff Estates with no substantial deviation from the approved concept plan within PD-127.

If you require any further information, I can be contacted by email at peterwedwards@gmail.com or phone 469-569-1991.

Peter W Edwards



MASTER PLAN FEATURES	
LAND USE PLAN	MEDIUM DENSITY RESIDENTIAL
SPECIFIC PLANS	PROPERTY IS NOT LOCATED IN A SPA
URBAN DESIGN PLAN	N/A
PARKS AND TRAILS	ARMY CORP OF ENGINEER TRAIL ALONG THE SOUTH COMMON PROPERTY LINE
OPEN SPACE PLAN	CROSS TIMBERS PROTECTION AREA
THOROUGHFARE PLAN	N/A
WATER PLAN	EXISTING 8" WATER LINE IN HOLLY LANE
WASTEWATER PLAN	NO SYSTEM AVAILABLE - LIFT STATION AND FORCE MAIN PROPOSED

LOT AND BLOCK ANALYSIS		
BLOCK A		
LOT	SIZE (S.F.)	SIZE (Acres)
1	15,818	0.36
2	15,850	0.36
3	15,142	0.35
4	17,914	0.41
5	17,013	0.39
6	17,052	0.39
7	17,389	0.40
8	25,054	0.58
9	23,379	0.54
10	18,324	0.42
11	18,867	0.43
12	17,110	0.39
13	15,453	0.35
14	16,089	0.37
15	17,386	0.40
16	28,453	0.65
17	16,907	0.39
18	17,520	0.40

X LOTS		
LOT	SIZE (S.F.)	SIZE (Acres)
1X	13,320	0.31
2X	3,590	0.08

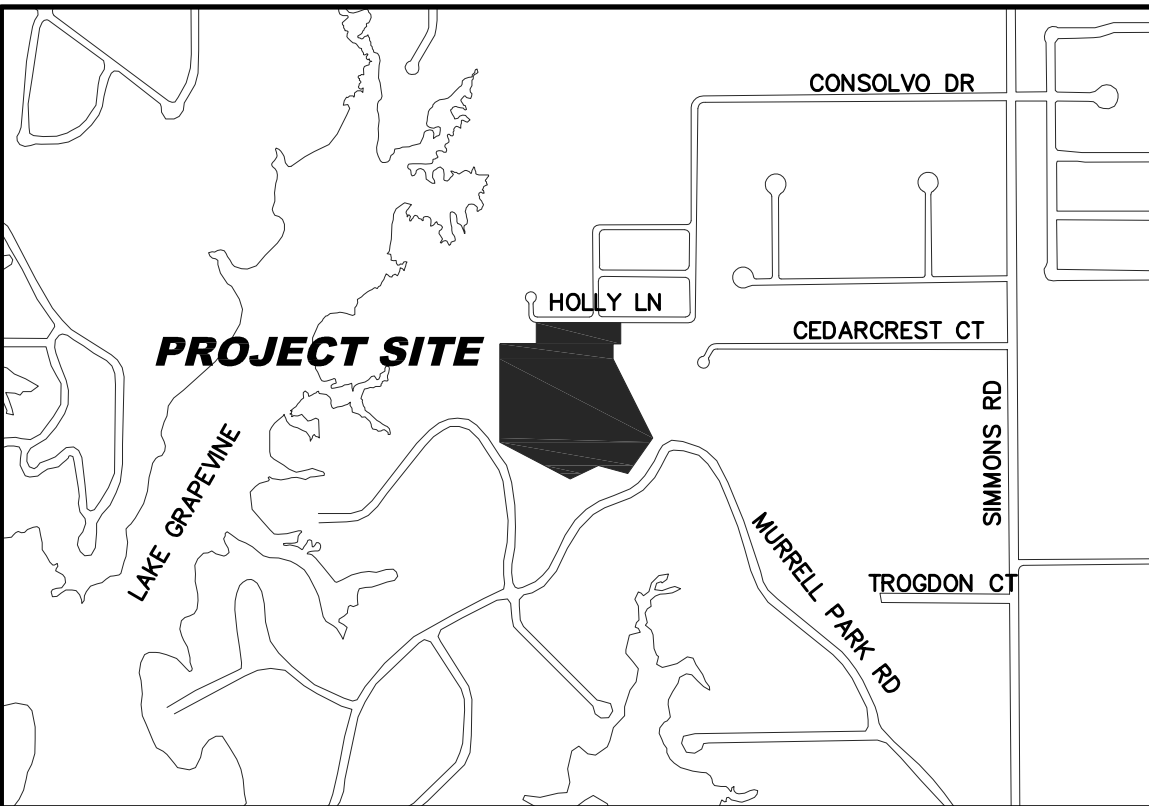
SMALLEST LOT SIZE=15,142 S.F./0.35 ACRES
LARGEST LOT SIZE=28,453 S.F./0.65 ACRES
AVERAGE LOT SIZE=17,599 S.F./0.40 ACRES
TOTAL LOTS=20
TOTAL BUILDABLE LOTS=18,
LOT 2X DEDICATED TO THE
TOWN OF FLOWER MOUND
PARK AREA=N/A
FLOODPLAIN=N/A

NOTES:

- PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
- LOT 1X IS UN-BUILDABLE AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.
- A 6" ORNAMENTAL METAL FENCE WITH BRICK COLUMNS SHALL BE CONSTRUCTED WITHIN AN LANDSCAPE EASEMENT ALONG LOT 1X.
- LOT 2X WILL BE DEDICATED TO THE TOWN OF FLOWER MOUND FOR OPERATION OF SANITARY LIFT STATION.
- PROPOSED SANITARY SEWER LIFT STATION WET WELL & METER VAULT TO BE SIZED FOR AN APPROXIMATED 3.5 GPM ANTICIPATED FLOW FROM THE U.S.A.C.E. PROPERTY. PUMPS TO BE SIZED FOR THE PROPOSED SUBDIVISION AT THE TIME OF CONSTRUCTION. FUTURE PUMP SIZE TO BE UPDATED BY U.S.A.C.E. TO ACCOMMODATE FOR ADDITIONAL FLOW.
- FLOOD ZONE ANALYSIS - REQUIRED/NOT REQUIRED.
- RESIDENTIAL LOTS ADJACENT TO EXISTING FLOOD PLAIN WILL HAVE A MINIMUM FINISHED FLOOR ELEVATION 18" ABOVE THE 100-YEAR FLOOD ELEVATION. ACTUAL ELEVATION TO BE DETERMINED WITH FINAL PLAT AND CONSTRUCTION PLANS.
- ENVIRONMENTAL PROTECTION PLAN - REQUIRED.
- ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
- ALL PAVING IS LOCAL RESIDENTIAL ROADWAYS WILL BE CONCRETE CURB AND GUTTER.
- ALL OVERHEAD UTILITIES AND POWER POLES TO BE REMOVED OR PLACED UNDERGROUND.
- PLAT CANNOT BE APPROVED UNTIL THE UNITED STATES ARMY CORP. OF ENGINEERS PROVIDES WRITTEN APPROVAL OF CONSTRUCTION PLANS.
- ALL DESIGNED DRAINAGE DISCHARGED ONTO THE U.S.A.C.E. PROPERTY WILL TO NOT EXCEED 5 FEET PER SECOND.
- FINAL DESIGN OF CONCRETE SECTION OF ACCESS ROAD TO U.S.A.C.E. PROPERTY WILL BE ELEVATED, AND INLETS ADDED TO DIVERT DRAINAGE FROM GRAVEL PORTION TO ADJACENT LOTS.
- PROPOSED GEO-TECH GRID W/ 6" CONCRETE EDGING TO BE DESIGNED ON U.S.A.C.E. PROPERTY TO FOLLOW NATURAL TERRAIN.

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 6/25/2012
TC 9/25/2012
SEE FILE FOR CONDITIONS DP 02-10

BENCHMARK:
TOWN OF FLOWER MOUND BM #31: A 2" DIAMETER
DOMED ALUMINUM CAP STAMPED "TOWN OF FLOWER
MOUND" SET IN A CONCRETE STREET NEAR THE
CENTER OF A CUL-DE-SAC ON KENTMORE DRIVE
JUST EAST OF DALTON DRIVE.
ELEV=617.38



VICINITY MAP
SCALE: 1"=1000'

LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- GRADING LIMITS-
STEEP SLOPED AREAS
- PROPOSED DRAINAGE FLOW
- EXISTING SPECIMEN TREE
- W.E. WATER EASEMENT
- S.E. SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT

CONCEPTUAL SITE DATA TABLE	
PHYSICAL ADDRESS	4113, 4109 & 4105 HOLLY LANE
GROSS SITE AREA	9.82 ACRES, 419,047 SQ FT
CURRENT USE	
PROPOSED ZONING	SINGLE FAMILY DISTRICT-15 (SF-15)
	3 LOTS OCCUPIED, REMAINDER UNDEVELOPED
	ZONED SF-10 & AGRICULTURAL

ZONING DISTRICT	
ZONING STANDARD: SF-10	SINGLE FAMILY
MIN. LOT SIZE	15,000 SF
MIN. LOT WIDTH	80 FEET
MIN. AREA/UNIT	1,800 SQ FEET
MIN. FRONT YARD	25 FEET
MIN. SIDE YARD	12 FEET
MIN. REAR YARD	30 FEET
MAX. LOT COVERAGE	35%
MAX. HEIGHT (STORIES/FT)	3 STORIES/35 FEET

DEVELOPMENT PLAN

OF
RIDGE BLUFF ESTATES ON
LAKE GRAPEVINE

BEING A 9.82-ACRE TRACT OF LAND OUT OF THE
M. BAKER SURVEY, ABSTRACT NO. 107, AND
INCLUDING LOTS 1, 2, AND 3, BLOCK 4 OF THE
NORTH LAKE HIGHLANDS, SECTION 2 SUBDIVISION,
AND ALL OF TRACT 8 FOR THE M. BAKER SURVEY,
AN ADDITION TO THE TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS

OWNER/APPLICANT:

JONATHAN SUNG

CONTACT: JONATHAN SUNG
1755 WILLINGTON PLACE, SUITE 100
DALLAS, TX 75234
Phone: (972) 333-2118

ENGINEER:

CRANNELL, CRANNELL &
MARTIN ENGINEERING

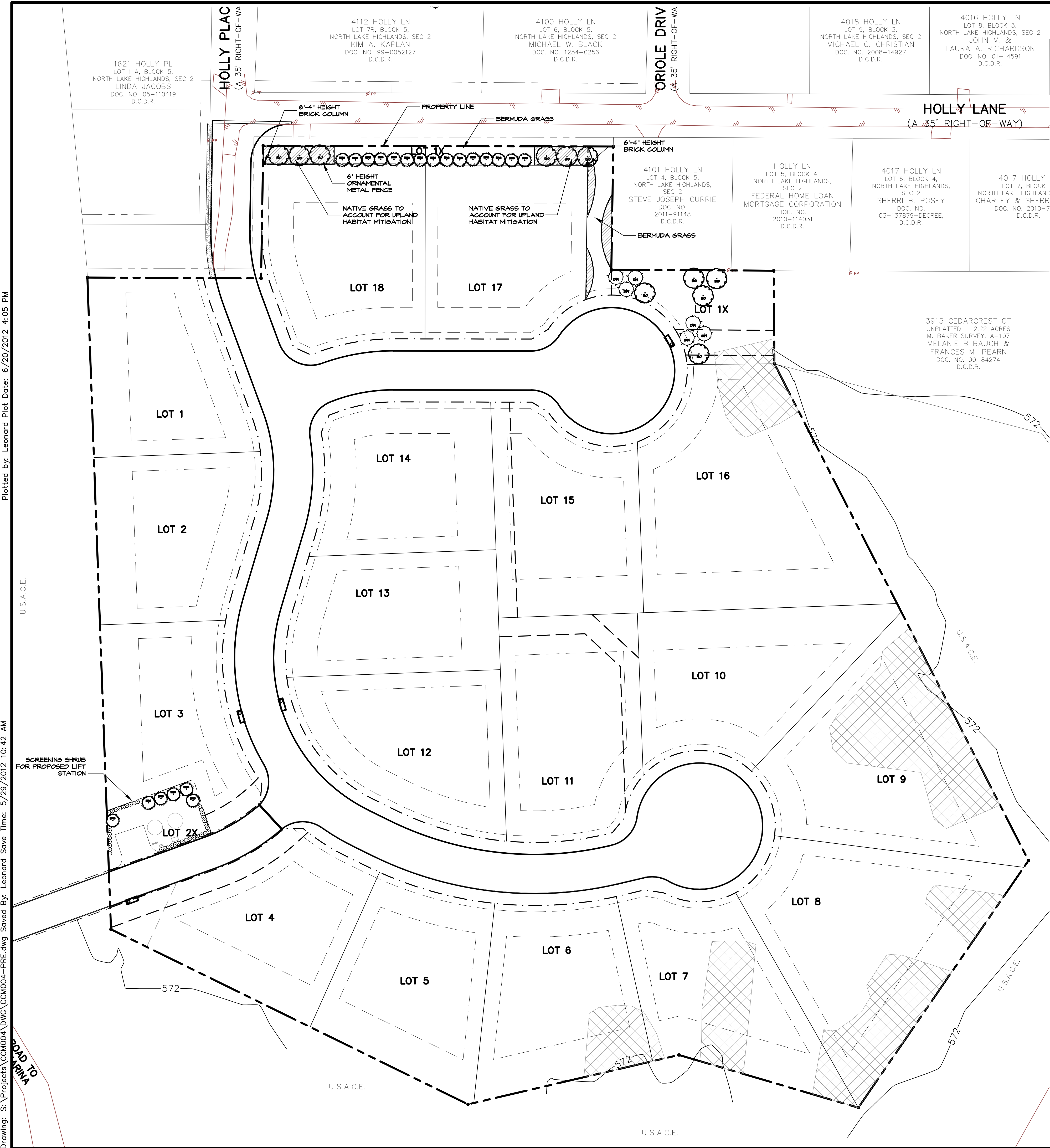
CONTACT: JEFF CRANNELL
TBPE FIRM #605
2570 FM 470, SUITE 209
HIGHLAND VILLAGE, TX 75077
Phone: (972) 691-6633
Fax: (972) 691-6628

JUNE 18, 2012 SHEET 1 OF 3

Plotted by: Leonard Plot Date: 6/20/2012 4:05 PM

U.S.A.C.E.

Drawing: S:\Projects\CM0004\DWG\CM0004-PRE.dwg Saved By: Leonard Save Time: 5/29/2012 10:42 AM



PLANT LIST

SYMBOL	COMMON/BOTANICAL NAME	SIZE	SPACING	QTY	REMARKS
CT	CANOPY TREE	3" CALIPER	AS SHOWN	8	
	BUR OAK / QUERCUS MACROCARPA	5" CALIPER	AS SHOWN	11	6' MINIMUM SPREAD; MINIMUM 7' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN
	ROUGH-LEAF DOGWOOD / CORNUS DRUMMONDII	3" CALIPER	AS SHOWN	6	6' MINIMUM SPREAD; MINIMUM 7' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN
	EASTERN RED CEDAR / JUNIPERUS VIRGINIANA	5" CALIPER	AS SHOWN	21	6' MINIMUM SPREAD; MINIMUM 7' HEIGHT; FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT; NURSERY GROWN
	NATIVE GRASSES TO INCLUDE: SWITCHGRASS, BLUE GRAMMA, SIDE OATS, LITTLE BLUESTEM, MUHLY SPP, AND INDIAN GRASS	1 GALLON	18" O.C.	1,200	FULL PLANTS
	NELLIE R. STEVENS HOLLY / ILEX X NELLIE R. STEVENS	5 GALLON	36" O.C.	37	FULL PLANTS

STREET BUFFER LANDSCAPING

	REQ. BUFFER WIDTH	PROVIDED
HOLLY LANE	15'	15'

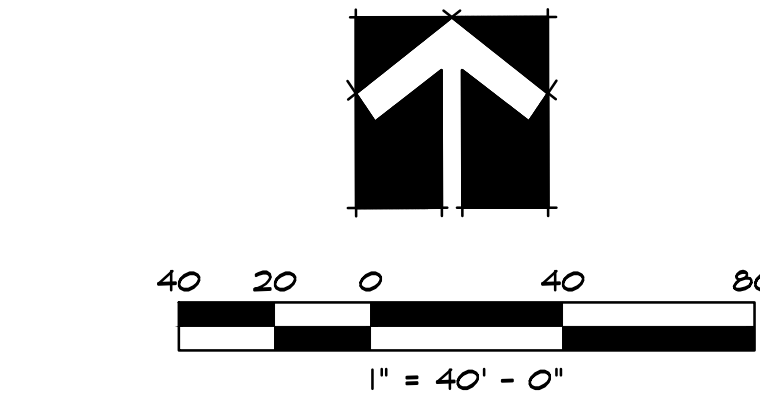
STREET BUFFER TREES

STANDARD	STREET FRONTAGE (LF)	REQUIRED	PROVIDED
N/A	N/A	N/A	6 TREES

PLANTING NOTES

- THE UPLAND HABITAT AREA THAT IS IMPACTED BY IS 173,870 SQUARE FEET OR 3.98 ACRES.
- VERIFY ALL QUANTITIES SHOWN TO BE AS REQUIRED ON SITE. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACTUAL NUMBERS NEEDED TO IMPLEMENT PLAN ELEMENTS AS SHOWN.
- ALL MATERIALS ARE SUBJECT TO APPROVAL BY OWNER OR OWNER'S AGENT. NO SUBSTITUTIONS ALLOWED WITHOUT PRIOR APPROVAL OF OWNER OR OWNER'S AGENT.
- BED PREPARATION - SCARIFY BED AREAS OF EXISTING VEGETATION. SPREAD COMMERCIAL COMPOST 3" THICK OVER BED AND TILL 12" INTO EXISTING TOPSOIL. RAKE SMOOTH PRIOR TO PLANTING AND MULCH AS SPECIFIED.
- PLANT BACKFILL - MIX 1 PART COMMERCIAL COMPOST WITH 2 PARTS SANDY LOAM TOPSOIL AND 2 PARTS ORIGINAL EXCAVATED SOIL. APPLY ROOT STIMULATOR AND A TRACE OF EARTHORM CASTINGS TO PLANT PIT PRIOR TO BACKFILLING IN SEVERAL LAYERS WITH SOIL MIX. EACH WATERED AND SETTLED PRIOR TO APPLYING THE NEXT SOIL COURSE.
- UNLESS NOTED ON OTHER IRRIGATION PLANS, ALL NATIVE GRASSES PLANTED TO SATISFY UPLAND HABITAT MITIGATION SHALL BE TEMPORARILY IRRIGATED BY LANDSCAPE CONTRACTOR.
- MULCH ALL TREES AND SHRUBS 3" DEEP AND GROUNDCOVERS 1 1/2" DEEP W/ SHREDDED HARDWOOD BARK.
- PLANT TREES 5' MINIMUM BEHIND EDGE OF WALKS OR CURBS.
- ALL MATERIALS AND WORKMANSHIP TO COMPLY WITH ALL PARTICULARS ESTABLISHED WITHIN THE TOWN / DEVELOPER AGREEMENT.
- ALL SHADE AND ORNAMENTAL TREES SHOWN ON THESE PLANS SHALL BE COORDINATED WITH THE LANDSCAPE PLANS FOR THE SUBDIVISION, AND NOT BE DUPLICATED. TREES SHALL BE FIELD VERIFIED FOR LOCATION, AND SHALL NOT BE PLACED CLOSER THAN TWENTY (20) FEET FROM ANOTHER TREE.
- ALL VEGETATION DENOTED BY THE HATCHED CLOUD SHALL BE NATIVE GRASSES, ONE GALLON IN SIZE AT THE TIME OF PLANTING. NATIVE GRASSES SHALL CONSIST OF A MIXTURE OF THE FOLLOWING: SWITCHGRASS, BLUE GRAMMA, SIDE OATS, LITTLE BLUESTEM, MUHLY SPP, AND INDIAN GRASS.
- NO PLANTINGS SHALL BE PLACED IN THE 100 YEAR FLOOD PLAIN.
- ALL RE-VEGETATION AND TREE PLANTING SHALL BE FIELD LOCATED AROUND EXISTING TREES.
- PERMANENT TREE BUBBLERS SHALL BE PLACED ON ALL PROPOSED TREES. REFER TO IRRIGATION PLANS FOR DESIGNATED DRIP ZONE VALVES.
- NATIVE GRASSES SHALL BE TEMPORARILY IRRIGATED UNTIL ESTABLISHMENT. MULTIPLE QUICK COUPLING VALVES ARE LOCATED ON THE IRRIGATION PLANS FOR HAND WATERING OF THESE GRASSES.

SITE NOTES:
ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM INSTALLED PER CITY AND STATE CODES.



STUDIO 13
DESIGN GROUP

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900

#	PLAN REVIEW REVISIONS	BY	DATE
1	Revised per site plan & Upland Habitat changes	LWR	May 7, 2012
2	Revised lot for lift station (Lot 4X)	LWR	5/29/2012
3	Revised lot numbers per engineer	LWR	6/20/2012

#	CONSTRUCTION REVISIONS	BY	DATE

CONCEPT LANDSCAPE PLAN	PROJECT
SCREENING AND LANDSCAPE	CCM004
Ridge Bluff Estates	SHEET
Town of Flower Mound, Denton Co., Texas	PRE-1

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 6/25/2012
T C 9/04/2012
SEE FILE FOR CONDITIONS DP 02-10



1. STABILIZE SOIL BELOW ROOT BALL PRIOR TO PLANTING TO PREVENT TREE FROM SETTLING.
2. TOP OF ROOTBALL SHALL 1" TO 2" ABOVE FINISHED GRADE.
3. ALL WIRE ROPE AND SYNTHETIC MATERIALS SHALL BE REMOVED COMPLETELY FROM ROOTBALL AND REMOVE TOP 1/3 OF BURLAP.
4. PLANTING PITS SHALL BE SQUARE, SIDES OF PITS SHALL BE THOROUGHLY SCARIFIED/ROUGHENED TO ELIMINATE FLARED AS SHOWN IN TYPICAL DETAIL.



1. STABILIZE SOIL BELOW ROOT BALL PRIOR TO PLANTING TO PREVENT TREE FROM SETTLING.
2. TOP OF ROOTBALL SHALL 1" TO 2" ABOVE FINISHED GRADE.
3. PLANTING PITS SHALL BE SQUARE, SIDES OF PITS SHALL BE THOROUGHLY SCARIFIED/ROUGHENED TO ELIMINATE FLARED AS SHOWN IN TYPICAL DETAIL

- A. TREE
- B. LOOSEN NATIVE BACKFILL (NO SOIL AMENDMENTS IN CONTRACT)
- C. WATER RETENTION BASIN
- D. 3" DEPTH MULCH AS SPECIFIED
- E. FINISH GRADE
- F. 2 1/2 DRYNALL SCREW (UNFINISHED)
- G. 2" X 2" X 4" CROSS MEMBER (UNTREATED LUMBER). **NOTE:** CROSS MEMBERS TO BE ORIENTED PARALLEL TO NORTH / SOUTH BEARING AND SHALL BE PROPORTIONAL IN LENGTH TO ROOT BALL (4' MIN).
- H. 2" X 2" X 4" STAKE WITH 1/8" MIN. TAPER (UNTREATED LUMBER)
- I. REMOVE TOP 1/3 OF BURLAP SURROUNDING ROOTBALL AFTER INSTALLATION (TO PREVENT "WICKING" OF MOISTURE)
- J. TAMPED ADMIXTURE BACKFILL
- K. FILTER FABRIC
- L. 3/4" - 1" GRAVEL
- M. 3' DEEP X 18" DIA. WITH 3/4" - 1" GRAVEL FILLED DRY SUMP
- N. 4" PERFORATED PVC PIPE WITH CAP

- X. DIMENSION EQUAL TO "Y"
Y. DIMENSION EQUAL TO "X"



THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 6/25/2012
T C 9/04/2012
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Studio 13 Design Group, PLLC
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
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#	CONSTRUCTION REVISIONS	BY	DATE
CONCEPT LANDSCAPE PLAN		PROJECT	CCM004
LANDSCAPE AND SCREENING			
Ridge Bluff Estates		SHEET	PRE-2
Town of Flower Mound, Denton Co., Texas			

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 4 day of September, 2012, by and between the TOWN OF FLOWER MOUND, TEXAS (the "Town"), JONATHON SUNG (the "Developer"), and the NORTH LAKE HIGHLANDS TWO HOMEOWNERS ASSOCIATION ("NLH2") as follows:

WITNESSETH:

WHEREAS, Developer is developing that certain real property located within the Town, situated in the M. Baker Survey, Abstract No. 107, including Lots 1, 2 and 3 of Block 4 of the North Lake Highlands Section 2 Subdivision, Denton County, Texas, comprising approximately 9.62 acres, more or less, and as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is generally located west of Simmons Road and south of Holly Lane in the Town; and

WHEREAS, Developer is developing the Property to be known as Ridge Bluff Estates; and

WHEREAS, the Property abuts and contains within its borders a part of the North Lake Highlands Section 2 Subdivision ("NLH2 Subdivision") and takes its primary access through the NLH2 Subdivision; and

WHEREAS, NLH2 is a Texas nonprofit corporation, membership in which corporation is limited to persons or entities owning property within NLH2 Subdivision;

WHEREAS, the NLH2 Subdivision is subject to certain restrictions that are recorded at Volume 453, Page 654 of the Deed Records of Denton County, Texas ("Deed Restrictions"); and

WHEREAS, a dispute exists between Developer and NLH2 regarding the application and impact of the Deed Restrictions upon Developer's ability to replat Lots 1, 2 and 3 of Block 4 of the North Lake Highlands Section 2 Subdivision in conjunction with the platting of and access to the Ridge Bluff Estates development ("Dispute"); and

WHEREAS, Developer and NLH2 have agreed to a number of limitations and conditions regarding the development of the Property as Ridge Bluff Estates, which limitations and conditions Developer and NLH2 wish to reduce to writing in order to resolve the Dispute without the need for or resort to litigation, and to obtain the support of NLH2 and its members, for the current Development Plan for the Property which is attached hereto as Exhibit B and incorporated herein by reference for all purposes allowed by law; and

WHEREAS, by this Development Agreement, Developer agrees to a number of limitations and conditions regarding the development of the Property which are more stringent than the standards imposed by Town ordinances and development regulations and which

limitations and conditions may exceed the Town's authority to enforce but by which limitations and conditions Developer wishes to be bound to resolve the Dispute; and

WHEREAS, the Town has requested and the Developer and NLH2 have agreed that such limitations and conditions shall be embodied in a Development Agreement, executed by all parties and filed in the Deed Records of Denton County relating to these limitations and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Town, NLH2, and Developer covenant and agree as follows:

1. The representations, covenants, and recitations set forth in the foregoing recitals and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.
2. Developer agrees and covenants that the Property shall contain no more than eighteen (18) buildable lots as referenced in the current Development Plan for the Property which is attached hereto as Exhibit B and incorporated herein by reference for all purposes allowed by law. It is provided however, that the number of buildable lots on the Property may be increased to a maximum of nineteen (19) buildable lots, subject to Developer's compliance with all then applicable Town ordinances and regulations, conditioned however on Developer's relocation of the sewer line serving the Property in an easement situated entirely outside of the NLH2 Subdivision running through and across the property currently owned by the Pearn family and up Cedarcrest, at no cost to Town.
3. Developer further agrees to deed restrict the Property to: a) limit the total number of buildable lots on the Property to no more than eighteen (18) buildable lots, or nineteen (19) buildable lots, depending upon the configuration of the sewer line to serve the Property as provided in this Development Agreement, (b) limit the use of the Property to residential uses, and (c) prohibit the use of any lot within NLH2 Subdivision as a roadway. Such restrictions shall be a covenant that runs with the Property. Further, Developer agrees that such deed restrictions/covenants relative to the number of buildable lots and permissible uses of the Property shall inure to the benefit of NLH2 and to any owner of property within NLH2 Subdivision, and such party or parties shall be authorized to institute any action, legal or otherwise deemed necessary by it to enforce said deed restriction/covenant.
4. Developer agrees that in the event Developer installs the sewer line along any path upon or across any portion of the NLH2 Subdivision, that:
 - a. Developer shall build such sewer lines in strict conformance to the Town's standards and as close to the edge of the pavement as such regulations permit; and
 - b. Developer will install such sewer lines by boring under all trees where the canopy is within the right-of-way, driveways, sidewalks, and roads rather than open-cutting a trench for the construction and installation of said sewer lines.

5. Prior to filing a record plat with the Town for approval, Developer shall again, in good faith, attempt to acquire the right-of-way for an extension of Cedarcrest to the Property, at no cost to the Town, so that Cedarcrest may be used as the primary entrance to the Ridge Bluff Estates development. If successful, Developer shall take all steps necessary under the Town's then applicable ordinances and regulations to amend the Development Plan and any plat or replat to modify the lot lay-out and make such right-of-way dedications as may be necessary to change the primary entrance to Ridge Bluff Estates to Cedarcrest at no cost to the Town.

6. Developer shall exercise its best efforts to resolve the drainage issues impacting the property situated at and about 4101 Holly Lane in conjunction with the development of the Property.

7. Developer shall prohibit (by signage, contract, or otherwise) the operation of any and all vehicles larger than a passenger car or a pick-up truck as well as any passenger cars or pick-up trucks pulling trailers (said vehicles which are utilized in the construction of Ridge Bluff Estates) (collectively "Construction Traffic") within the NLH2 Subdivision and the Property between the hours of 6:30 a.m. and 9:30 a.m. and between the hours of 3:00 p.m. and 7:00 p.m., and shall make a good faith effort to enforce such prohibition. The phrase "Construction Traffic" specifically includes any vehicles owned and/or operated by Developer and Developer's contractors, subcontractors and suppliers as well as any and all third parties that are providing or delivering supplies, materials or other items to the Property in conjunction with the development of the Property.

8. Developer shall prohibit (by signage, contract, or otherwise) Construction Traffic from parking along any street or in any right-of-way within the NLH2 Subdivision, to wit: Consolvo Drive, Mistletoe Drive, Oakdale Lane/Drive, Orly Lane, Oriole Drive, Holly Lane and Holly Place. Developer shall also not permit and shall prohibit any Construction Traffic from entering upon private property outside of the Property and within the NLH2 Subdivision for any reason without first obtaining the written permission of the property owner.

9. Developer shall comply with the Town's ordinances and regulations regarding the hours during which construction activities may be performed within and about the Property as follows:

a. Construction activity related to a building permit is limited to the hours between 7:00 a.m. and 7:00 p.m. on Monday through Friday and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday;

b. Construction activity related to infrastructure is limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday, and between 9:00 a.m. and 5:00 p.m. Saturday, unless the Town approves an exception.

c. No unauthorized construction work will be performed, except for emergencies, on Town holidays or Sundays.

10. Developer shall prohibit any trash, tools or construction equipment that is used in conjunction with or related to construction activities within and about the Ridge Bluff Estates development from being left, stored, abandoned, stockpiled or parked outside of the Property and within the NLH2 Subdivision, and shall make every reasonable effort to enforce such prohibition
11. Developer shall promptly, and within twenty-four (24) hours of any occurrence, report to Town any damage caused to the roadways within the NLH2 Subdivision by Construction Traffic and/or construction activities performed within and about the Ridge Bluff Estates development. Developer shall promptly reimburse the Town any and all costs and expenses incurred by Town to repair such damage.
12. Developer shall install landscape screening buffers at least at the following locations:
 - a) along the northern boundary of the Property, as it abuts the south side of Holly Lane, in accordance with the concept landscape design plan attached hereto as **Exhibit C** and incorporated herein by reference as such concept landscape design plan may hereafter be approved, adopted or amended by action of the Planning and Zoning Commission and/or Town Council;
 - b) as a protective visual screen for the exposed gas meter situated at the end of Holly Lane on or about the property identified as 1621 Holly Place (the Linda Jacobs property). Developer and the owner of the property situated at 1621 Holly Place shall endeavor to agree upon the design of such landscape buffer and Developer shall install such landscaping prior to Town's final acceptance of the Ridge Bluff Estates Subdivision.
13. Developer shall instruct all Construction Traffic to exercise the utmost care and caution when traveling into, through and about the NLH2 Subdivision and to pay special care and attention to school buses and emergency vehicles traveling into, through and about the NLH2 Subdivision.
14. Developer shall not intentionally damage or injure the character of the NLH2 Subdivision and the health, safety and welfare and, to the extent reasonably practicable, the convenience of its residents.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.
16. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

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

If to Developer: Jonathon Sung
 1755 Willinton Place
 Suite 100
 Dallas, Tx 75234

If to NLH2: Michael Craig Christian
 President
 North Lake Highlands Two
 Homeowners Association
 4017 Oakdale Lane
 Flower Mound, Texas 75022

17. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

19. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

20. The Town Council shall authorize the Mayor of the Town of Flower Mound to execute this Agreement on behalf of the Town.

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

22. This Agreement shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of ownership rights in the Property, Owner shall notify the Town in writing of such sale or transfer within ten (10) business days of such sale or transfer.

23. This Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property, now or in the future.

24. This Agreement is and shall be binding upon NLH2 and its successors, assigns, grantees, vendors, trustees, representatives.

25. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto, and shall be enforceable by Developer, NLH2, the owners of property within NHL2 Subdivision, and the Town of Flower Mound to the extent provided herein. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. NLH2 hereby warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind NLH2 to same.

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

27. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town as a condition of record plat approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) **Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.**

28. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **Developer shall indemnify and hold harmless Town from any claims and suits of third parties, including but not limited to Developer's successors,**

assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.

29. NLH2 has been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise NLH2, regarding NLH2's rights under Texas law regarding the Dispute. NLH2 agrees to publicly support the Development Plan, and any plat which is in compliance with this Development Agreement.

30. It is specifically understood and agreed by Developer and NLH2 that the Town shall have no obligation, and legally is not obligated, to enforce those provisions of this Agreement that relate to agreements or understandings between Developer and NLH2.

31. NLH2 and Developer shall both be entitled to enforce the provisions of this Agreement.

32. **Developer and NLH2 hereby agree to release, indemnify and hold harmless Town from and against any claims and suits arising out of or in any way related to the Town's enforcement or non-enforcement of this Agreement it being specifically understood that with the exception of the exercise of any governmental authority and functions set out herein that the other parties to this Agreement may have individual rights or remedies which such parties may enforce at equity or at law.**

33. The Developer shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

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

THE TOWN:

TOWN OF FLOWER MOUND, TEXAS

By: Thomas Hayden
Name: **THOMAS E. HAYDEN**, Mayor

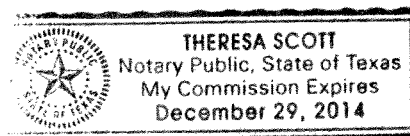
STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the 4 day of September, 2012, by Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Theresa Scott
Notary Public, State of Texas

My Commission Expires:

December 29, 2014



DEVELOPER:

JONATHON SUNG

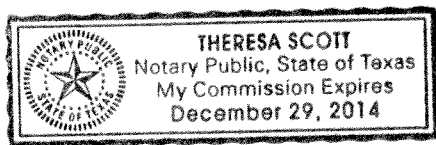
By: _____

JONATHON SUNG

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on the 4 day of SEPT., 2012, by Jonathon Sung known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the consideration set forth therein.



Theresa Scott
Notary Public, State of Texas

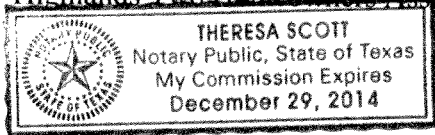
My Commission Expires:

DECEMBER 29, 2014

NLH2:

NORTH LAKE HIGHLANDS TWO
HOMEOWNERS ASSOCIATION,By: MICHAEL CRAIG CHRISTIAN, PresidentSTATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the 4 day of SEPT., 2012, by Michael Craig Christian, in his capacity as President of the North Lake Highlands Two Homeowners Association, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the benefit of and on behalf of the North Lake Highlands Two Homeowners Association for the consideration and benefits set forth therein.



 Notary Public, State of Texas

My Commission Expires:

DECEMBER 29, 2014

EXHIBIT "A"

Description of Property

LEGAL DESCRIPTION:

A 9.62 acre tract of land situated in the M. BAKER SURVEY, ABSTRACT NO. 107 conveyed to Jonathon Sung, as described by deed recorded under County Clerk File No. 02-130357 and 2010-8104, of the Denton County Deed Records, (D.C.D.R.) and being more particularly described as follows:
BEGINNING at a 1/2" Iron rod found for the northwest corner of said Jonathon Sung tract, same point being in the south line of future Holly Lane (a 35 foot wide right-of-way);

THENCE SOUTH 89° 44' 38" EAST, to a point being the southeast corner of said future Holly Place right-of-way, a distance of 137.72 FEET;

THENCE NORTH 00° 54' 48" EAST, to a point being the southeast corner of said future Holly Place right-of-way, a distance of 105.07 FEET;

THENCE SOUTH 89° 53' 17" EAST, to a point being the along the said future Holly Place right-of-way, a distance of 277.53 FEET;

THENCE SOUTH 00° 54' 48" WEST, a distance of 97.73 FEET to a point being the southwest corner of a tract of land conveyed to Steve Joseph Currie, as described in Document Number 2011-91148 of the Denton County Deed Records;

THENCE SOUTH 89° 40' 39" EAST, a distance of 128.73 FEET to a point for corner, same point being in the property line of a tract of land conveyed to Federal Home Loan Mortgage Corporation, as described in Document Number 2010-114031 of the Denton County Deed Records;

THENCE SOUTH 00° 27' 13" EAST, a distance of 73.83 FEET to a point marked by a CORP OF ENGINEER (COE) Monument, same point being the southwest corner of said Melanie B. Baugh & Frances M. Pearn tract;

THENCE SOUTH 27° 05' 21" EAST, to a point for the southeast corner of said Jonathon Sung tract a distance of 442.28 FEET, same point being a COE Monument;

THENCE SOUTH 34° 33' 35" WEST, a distance of 237.81 FEET to a point marked by a COE Monument, same point being along the south line of said Jonathon Sung tract;

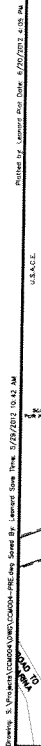
THENCE NORTH 73° 38' 20" WEST, to a point along the south line of said Jonathon Sung tract a distance of 148.24 FEET, same point being a COE Monument;

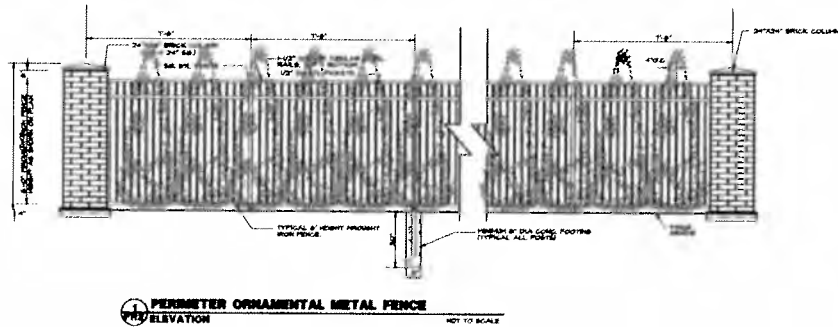
THENCE SOUTH 76° 49' 43" WEST, a distance of 171.70 FEET along the south line of said Jonathon Sung tract to a point marked by a COE Monument;

THENCE NORTH 63° 53' 36" WEST, to a point being the southwest corner of said Jonathon Sung tract a distance of 315.21 FEET, same point being a COE Monument;

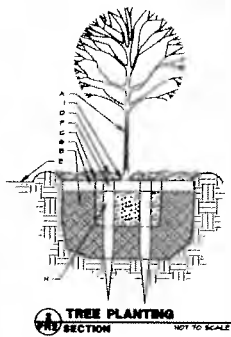
THENCE NORTH 02° 04' 27" WEST, a distance of 516.97 along the west line of said Jonathon Sung tract, to the POINT OF BEGINNING and containing a total of 9.62 acres of land more or less and being subject to any and all easements that may affect.



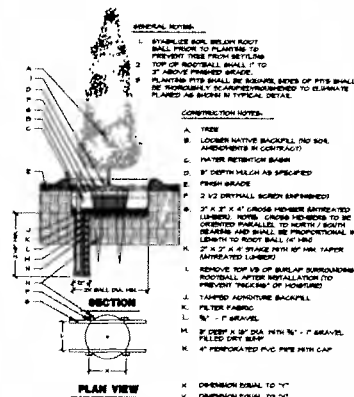




PERIMETER ORNAMENTAL METAL FENCE
ELEVATION



TREE PLANTING
SECTION NOT TO SCALE

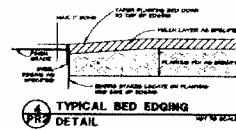


NOTES:

- REMOVE TOP LB OF BURLAP AROUND ROOTBALL (NURSERY GUYEN) AND ALL WIRDS, STINGS, ETC. FROM AROUND TRUNK.
- TREE SHIP TO BE INSTALLED ONLY WHERE TREE PITS ARE 24
- YOUR REGULATION STATE. NOTIFY CHIEF REPRESENTATIVE OF ALL PAILED TESTS BEFORE INSTALLING SHIPS.

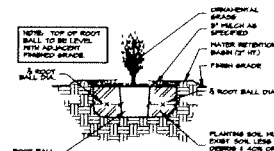
EVERGREEN TREE PLANTING

NOT TO SCALE



4
PR2

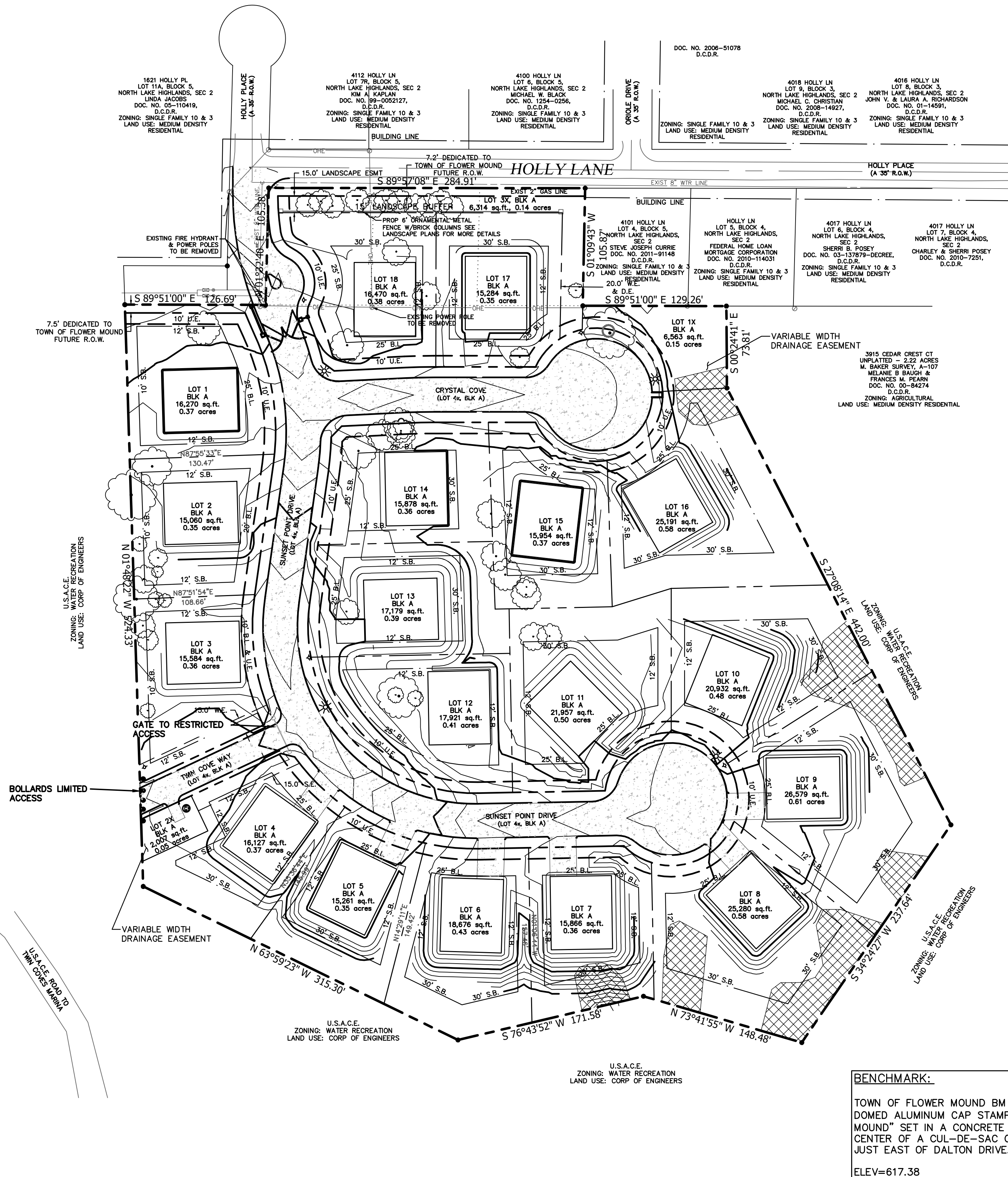
TYPICAL BED EDGING
DETAIL



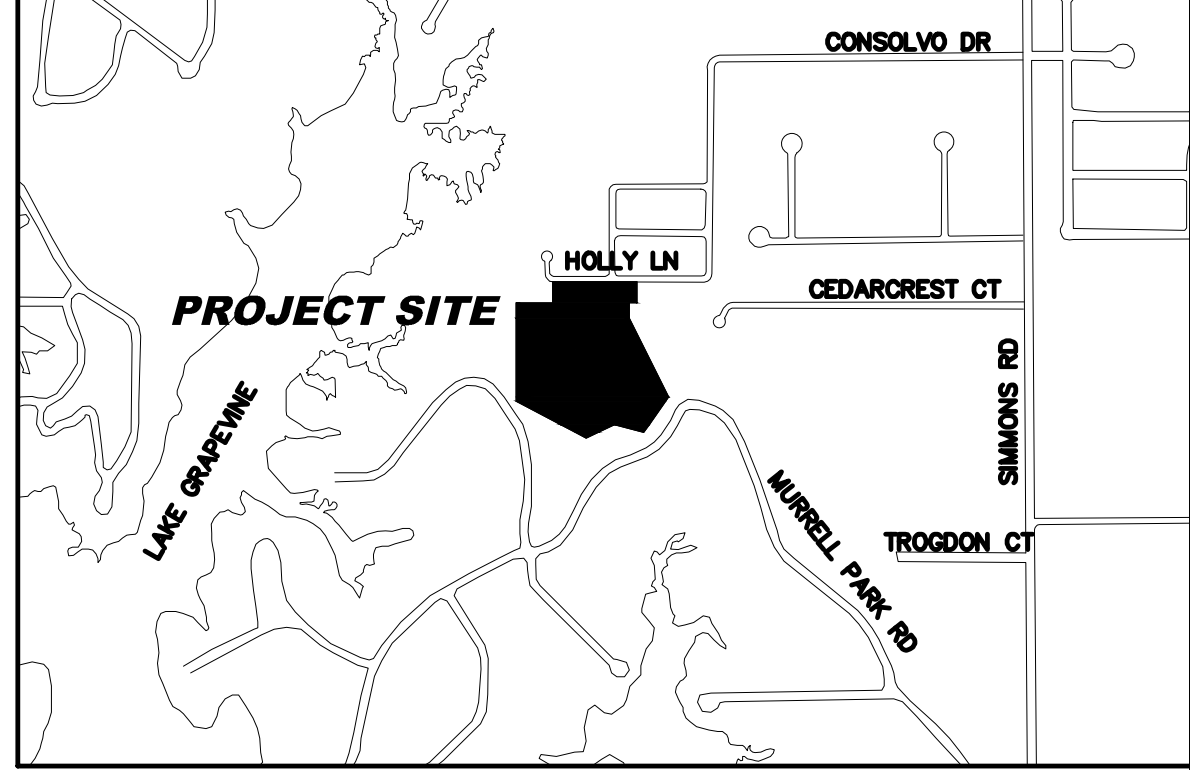
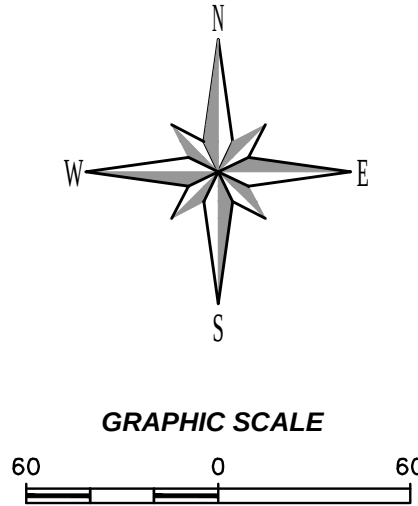
POCKET PLANTING ORNAMENTAL GRASS DETAIL

[illegible]

X:\0334-Peter Edwards\0334-1701 Ridge Bluff Subdivision\Drawings\01_DevSitePlan.dwg Sep 11, 2018--4:18pm Terra Associates Inc., Marco A. Martinez



MASTER PLAN FEATURES	
LAND USE PLAN	MEDIUM DENSITY RESIDENTIAL
SPECIFIC PLANS	PROPERTY IS NOT LOCATED IN A SPA
URBAN DESIGN PLAN	N/A
PARKS AND TRAILS	ARMY CORP OF ENGINEER TRAIL ALONG THE SOUTH COMMON PROPERTY LINE
OPEN SPACE PLAN	CROSS TIMBERS PROTECTION AREA
THOROUGHFARE PLAN	N/A
WATER PLAN	EXISTING 8" WATER LINE IN HOLLY LANE
WASTEWATER PLAN	NO SYSTEM AVAILABLE - LIFT STATION AND FORCE MAIN PROPOSED



VICINITY MAP
SCALE: 1"=1000'

LOT AND BLOCK ANALYSIS		
BLOCK A		
LOT	SIZE (S.F.)	SIZE (Acres)
1	16,270	0.37
2	15,060	0.35
3	15,584	0.36
4	16,127	0.37
5	15,261	0.35
6	18,676	0.43
7	15,866	0.36
8	25,280	0.58
9	26,579	0.61
10	20,932	0.48
11	21,957	0.50
12	17,921	0.41
13	17,179	0.39
14	15,878	0.36
15	15,954	0.37
16	25,191	0.58
17	15,284	0.35
18	16,470	0.38
X LOTS		
LOT	SIZE (S.F.)	SIZE (Acres)
1X	6,563	0.15
2X	2,007	0.05
3X	6,314	0.14
4X	76,127	1.75

SMALLEST LOT SIZE=15,060 S.F./0.35 ACRES
LARGEST LOT SIZE=26,579 S.F./0.61 ACRES
AVERAGE LOT SIZE=18,457 S.F./0.42 ACRES
TOTAL LOTS=20
TOTAL BUILDABLE LOTS=18,
LOT 2X DEDICATED TO THE TOWN OF FLOWER MOUND
PARK AREA=N/A
FLOODPLAIN=N/A

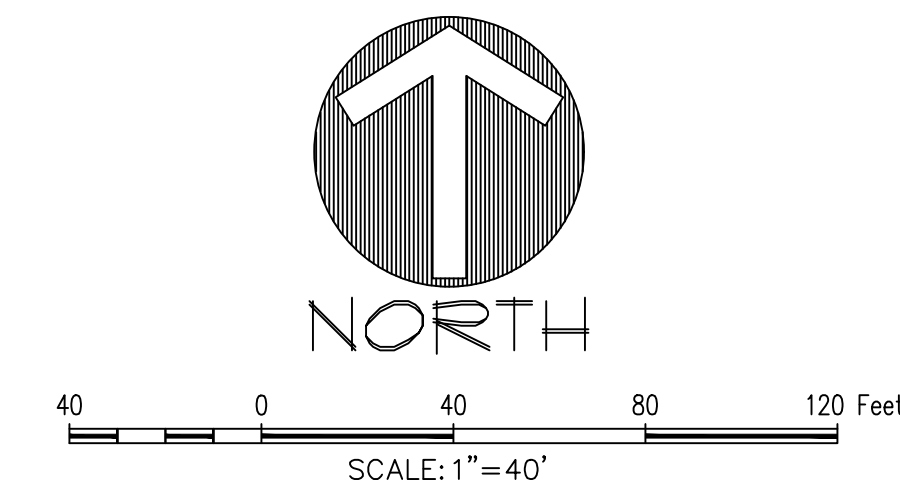
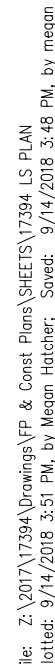
LEGEND	
	PROPOSED FIRE HYDRANT
	PROPOSED PAVEMENT
	GRADING LIMITS-- STEEP SLOPED AREAS
	PROPOSED DRAINAGE FLOW
	EXISTING SPECIMEN TREE
	W.E. WATER EASEMENT
	S.E. SEWER EASEMENT
	D.E. DRAINAGE EASEMENT
	U.E. UTILITY EASEMENT
	B.L. BUILDING LINE
	S.B. SETBACK

ZONING DISTRICT	
ZONING STANDARD	PD-127 WITH SF-15 USES
MIN. LOT SIZE	15,000 SF
MIN. LOT WIDTH	80 FEET
MIN. AREA/UNIT	1,800 SQ FEET
MIN. FRONT YARD	25 FEET EXCEPT 20 FEET ON LOT 2 AND 10 FEET ON LOT 3
MIN. SIDE YARD	12 FEET
MIN. REAR YARD	30 FEET, 10 FEET ON LOTS 1, 2 & 3
MAX. LOT COVERAGE	35%
MAX. HEIGHT (STORIES/FT)	3 STORIES/35 FEET

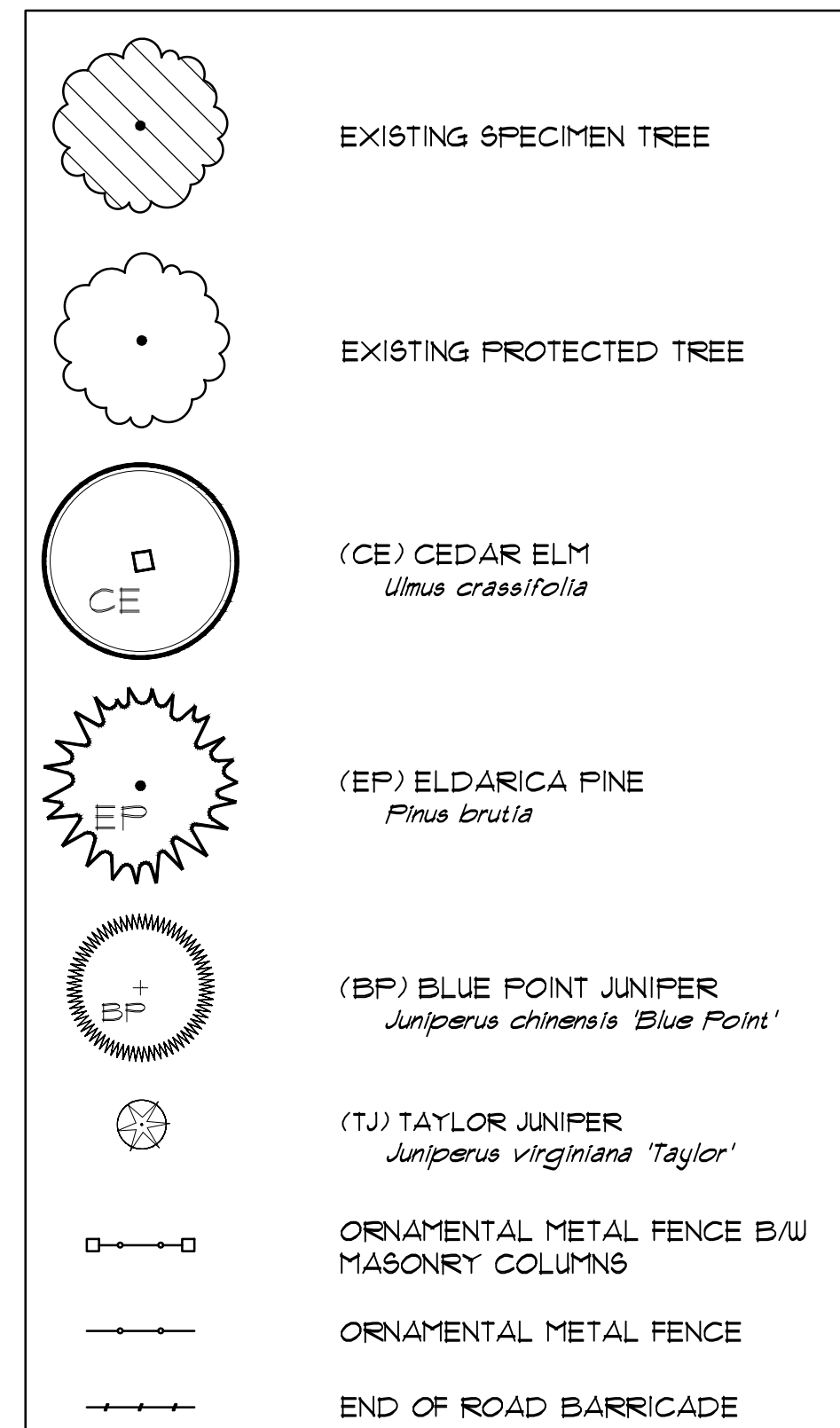
- NOTES:**
- PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRIES.
 - LOTS 1X AND 3X ARE UN-BUILDABLE AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.
 - A 6' ORNAMENTAL METAL FENCE WITH BRICK COLUMNS SHALL BE CONSTRUCTED WITHIN A LANDSCAPE EASEMENT ALONG LOT 3X.
 - LOT 2X WILL BE DEDICATED TO THE TOWN OF FLOWER MOUND FOR OPERATION OF SANITARY LIFT STATION.
 - PROPOSED SANITARY SEWER LIFT STATION WET WELL & METER VAULT TO BE SIZED FOR AN APPROXIMATED 3.5 GPM ANTICIPATED FLOW FROM THE U.S.A.C.E. PROPERTY. PUMPS TO BE SIZED FOR THE PROPOSED SUBDIVISION AT THE TIME OF CONSTRUCTION. FUTURE PUMP SIZE TO BE UPDATED BY U.S.A.C.E. TO ACCOMMODATE FOR ADDITIONAL FLOW.
 - FLOOD ZONE ANALYSIS - REQUIRED/NOT REQUIRED.
 - RESIDENTIAL LOTS ADJACENT TO EXISTING FLOOD PLAIN WILL HAVE A MINIMUM FINISHED FLOOR ELEVATION 18" ABOVE THE 100-YEAR FLOOD ELEVATION. ACTUAL ELEVATION TO BE DETERMINED WITH FINAL PLAT AND CONSTRUCTION PLANS.
 - ENVIRONMENTAL PROTECTION PLAN - REQUIRED.
 - ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
 - ALL PAVING IS LOCAL RESIDENTIAL ROADWAYS WILL BE CONCRETE CURB AND GUTTER.
 - ALL OVERHEAD UTILITIES AND POWER POLES TO BE REMOVED OR PLACED UNDERGROUND.
 - PLAT CANNOT BE APPROVED UNTIL THE UNITED STATES ARMY CORP. OF ENGINEERS PROVIDES WRITTEN APPROVAL OF CONSTRUCTION PLANS.
 - ALL DESIGNED DRAINAGE DISCHARGED ONTO THE U.S.A.C.E. PROPERTY WILL TO NOT EXCEED 5 FEET PER SECOND.
 - FINAL DESIGN OF CONCRETE SECTION OF ACCESS ROAD TO U.S.A.C.E. PROPERTY WILL BE ELEVATED, AND INLETS ADDED TO DIVERT DRAINAGE FROM GRAVEL PORTION TO ADJACENT LOTS.
 - PROPOSED GEO-TECH GRID W/ 6" CONCRETE EDGING TO BE DESIGNED ON U.S.A.C.E. PROPERTY TO FOLLOW NATURAL TERRAIN.
 - LOTS 3 AND 4 SHALL NOT HAVE SIDE ENTRY GARAGES OFF TWIN COVES WAY.
 - LOT 4X, BLK A SHALL BE DEDICATED TO THE H.O.A. AS A PRIVATE STREET AND PRIVATE DRAINAGE EASEMENT FOR PERPETUAL MAINTENANCE. LOT 4X, BLK A SHALL ALSO BE DEDICATED TO THE TOWN OF FLOWER MOUND AS A PUBLIC WATER AND PUBLIC SEWER EASEMENT.

FOR INTERIM REVIEW ONLY
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY, UNDER THE AUTHORITY OF:
CHARLES F. DIBRELL, P.E.
P.E. NO. 85432
DATE: SEPTEMBER 11, 2018
AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES.

REV.NO.	DESCRIPTION	DATE	APP.
SUNSET POINT AT TWIN COVES			
9.6988 ACRES OF THE M. BAKER SURVEY, ABSTRACT NO. 107, INCLUDING LOTS 1, 2, AND 3, BLOCK 4 OF THE NORTH LAKE HIGHLANDS, SECTION 2 SUBDIVISION, AND ALL OF TRACT 8 OF THE M. BAKER SURVEY, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS			
DEVELOPMENT PLAN			
TERRA ASSOCIATES, INC. CONSULTING ENGINEERS LANDSCAPE ARCHITECTS			
2000 E. LAMAR BLVD. - SUITE 150 ARLINGTON, TEXAS 76006 817-635-0066 TBPE Registration No.: F-003832			
DRAWN BY: JCM	SCALE: 1" = 60'	PROJECT No. 0334-1701 CONTRACT: 1	
CHECKED BY: CFD	DATE: JUNE 5, 2018	SHEET 1 OF 31	



LEGEND



(MT) = MITIGATION TREE

LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Sunset Point at Twin Coves

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
Holly Lane		15 ft.	Min. 15 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 l.f.	Holly Lane - 285 l.f.	10 (3" cal.) trees	16 (3" cal.) trees

NOTE:

A PROTECTIVE VISUAL SCREEN IS REQUIRED FOR THE EXPOSED GAS METER SITUATED AT THE END OF HOLLY LANE ON OR ABOUT THE PROPERTY IDENTIFIED AS 1621 HOLLY PLACE (THE LINDA JACOBS PROPERTY). DEVELOPER AND THE OWNER OF THE PROPERTY SITUATED AT 1621 HOLLY PLACE SHALL ENDEAVOR TO AGREE UPON THE DESIGN OF SUCH LANDSCAPE BUFFER AND DEVELOPER SHALL INSTALL SUCH LANDSCAPING PRIOR TO TOWN'S FINAL ACCEPTANCE OF THE RIDGE BLUFF (SUNSET POINT) ESTATES SUBDIVISION.

PLANT LIST

QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
6	CEDAR ELM	<i>Ulmus crassifolia</i>	3" cal.	10'-12'	Per Plan	Single Trunk
13	ELDERIC PINE	<i>Pinus brutia</i> var. <i>eldarica</i>	3" cal.	10'-12'	Per Plan	Single Trunk
8	BLUE POINT JUNIFER	<i>Juniperus chinensis</i> 'Blue Point'	30gal.	6'-8'	Per Plan	Full
33	TAYLOR JUNIFER	<i>Juniperus virginiana</i> 'Taylor'	30gal.	7'-8'	Per Plan	Full

**The John R. McAdams
Company, Inc.**
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

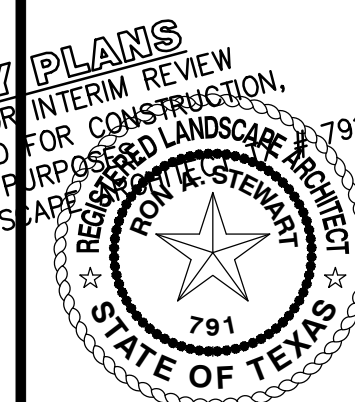
BP#E: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com



SUNSET POINT ESTATES AT TWIN COVES

in the
TOWN OF FLOWER MOUND
DENTON COUNTY TEXAS

LANDSCAPE PLAN



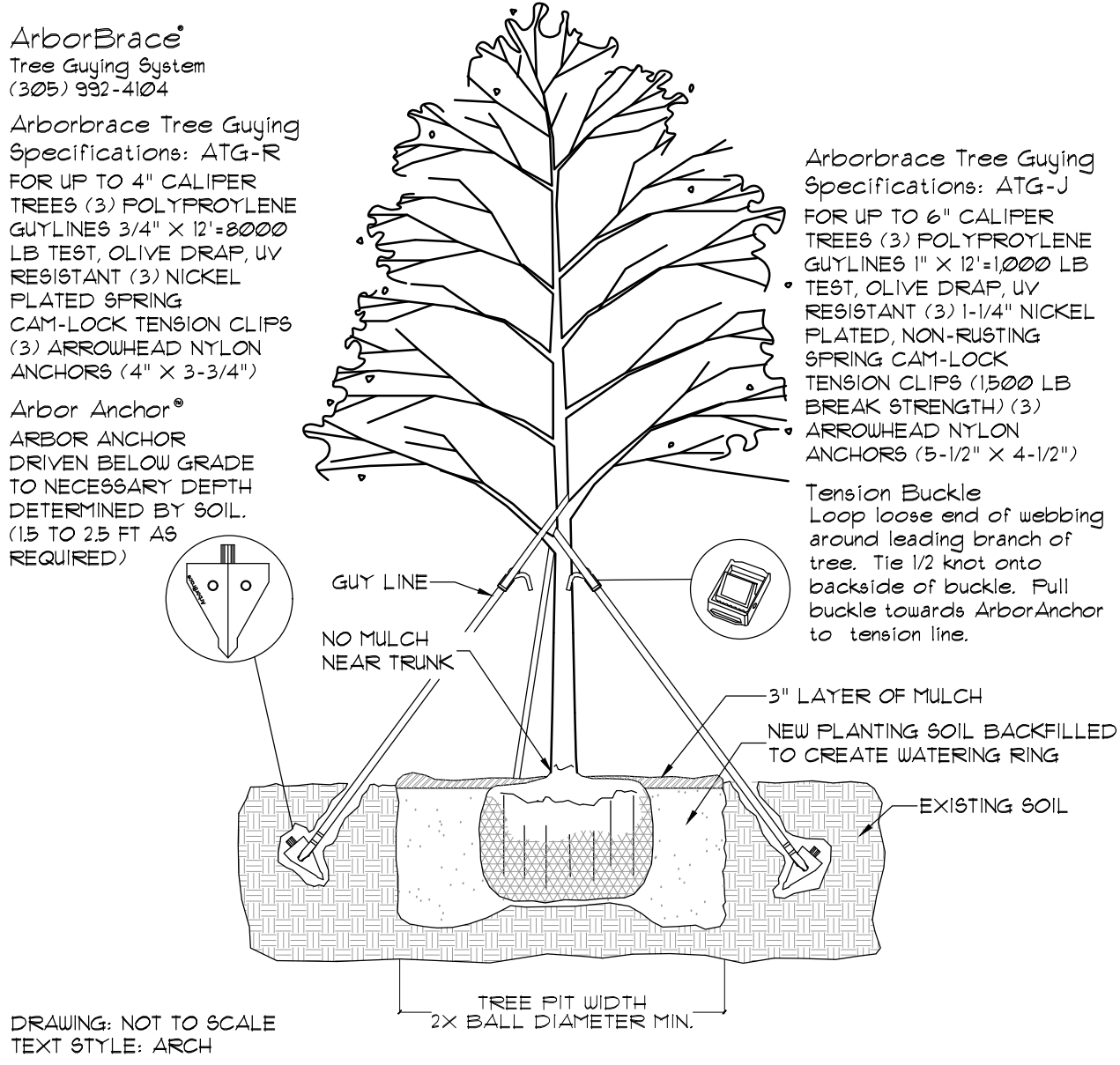
Drawn By: MH
Date: 07/26/2018
Scale: 1"=40'
Revisions:

17394

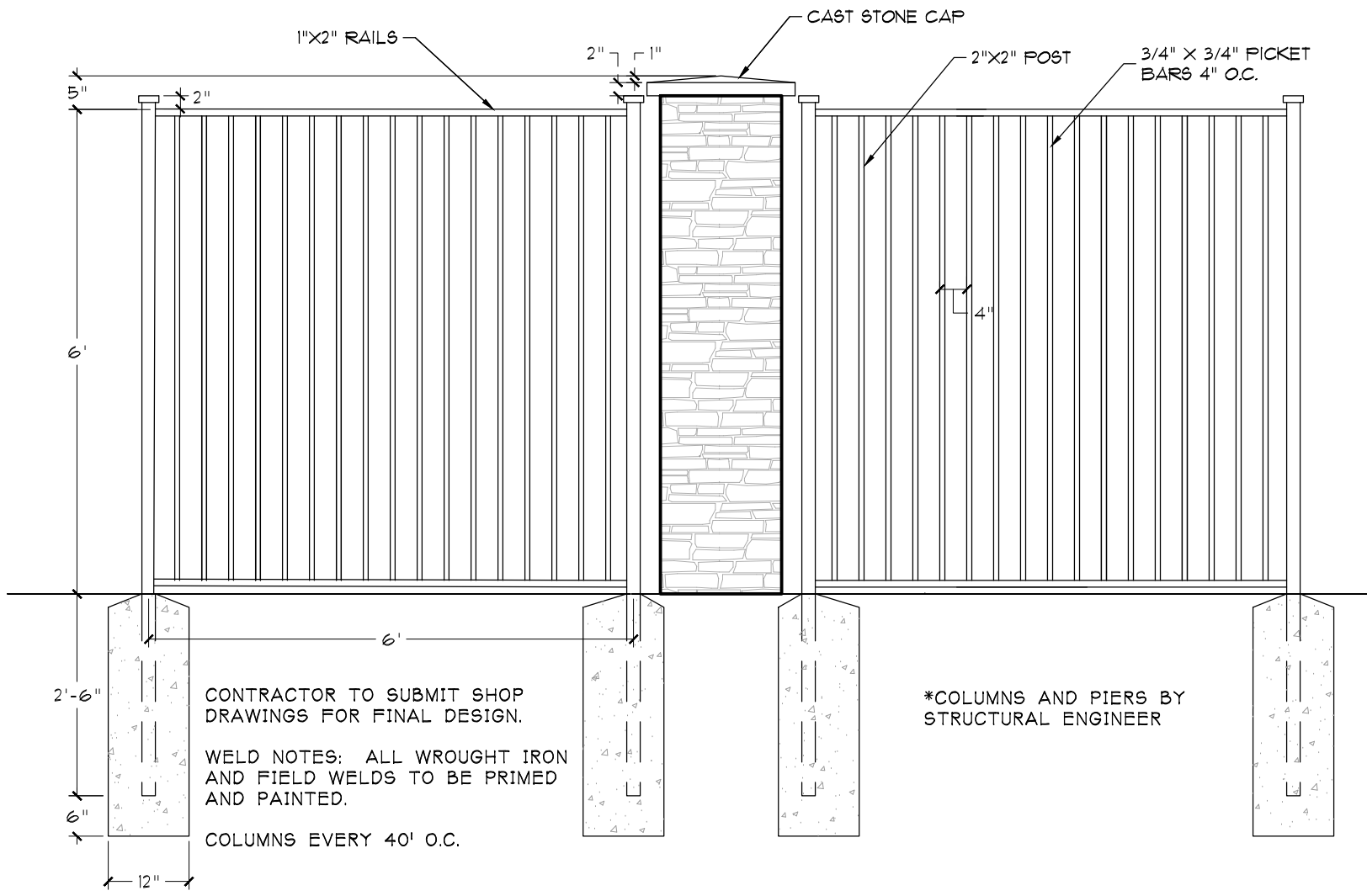
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LANDSCAPE NOTES:

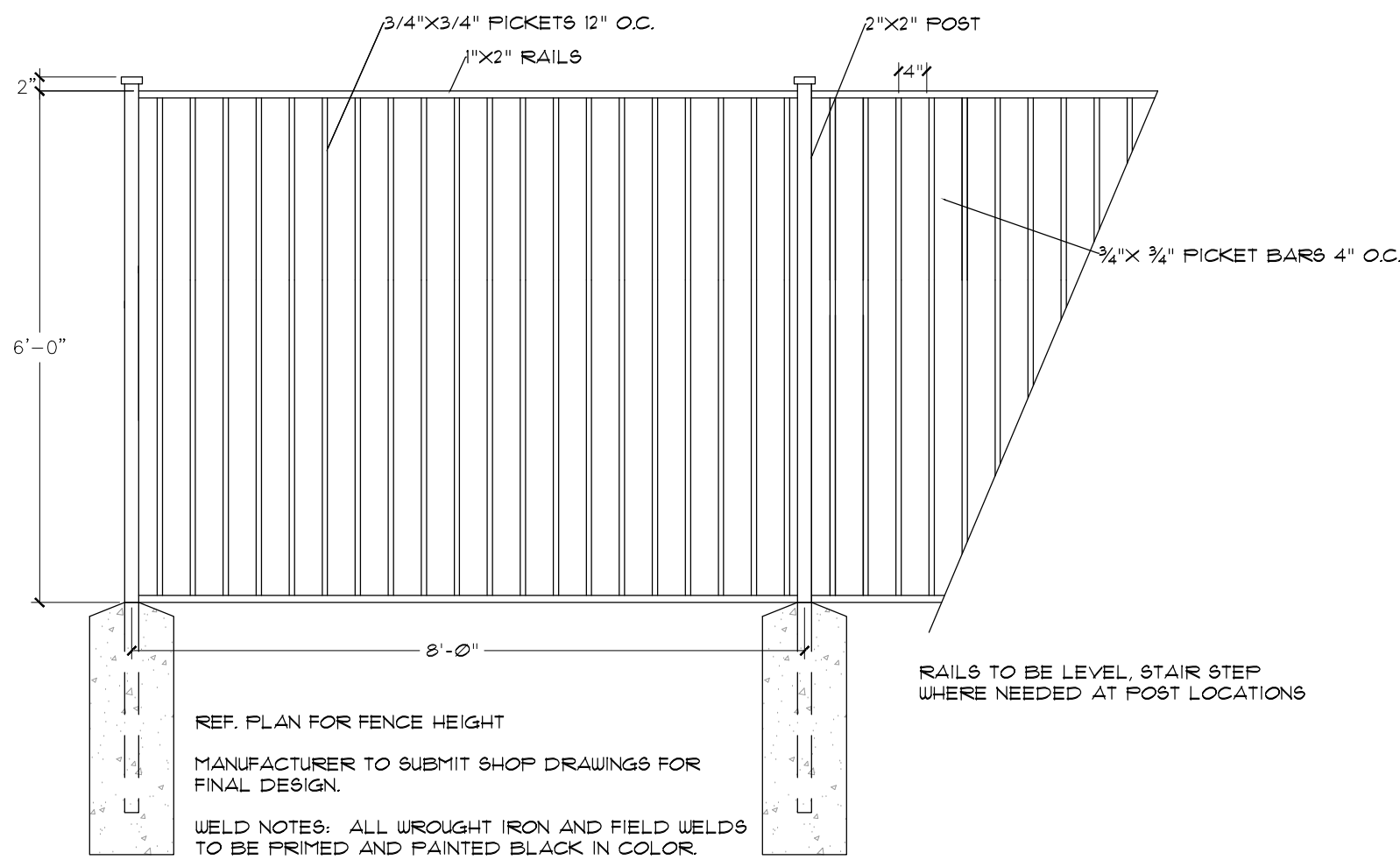
- 1) Contractor shall stake out tree locations and bed configuration for approval approval by owner prior to installation.
- 2) Contractor is responsible for verifying location of all underground utilities prior to construction.
- 3) It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
- 4) All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
- 5) Landscape edging shall be located as noted on plan.
- 6) Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
- 7) Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
- 8) A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
- 9) All plant material shall be maintained in a healthy and growing condition,and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
- 10) Landscape areas shall be kept free of trash, litter and weeds.
- 11) An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
- 12) Irrigation Controller to have a Rain and Freeze Stat.
- 13) All landscape is to be greater than 8 feet from all underground utilities.
- 14) All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



1. ARBOR BRACE DETAIL
1/4"=1'



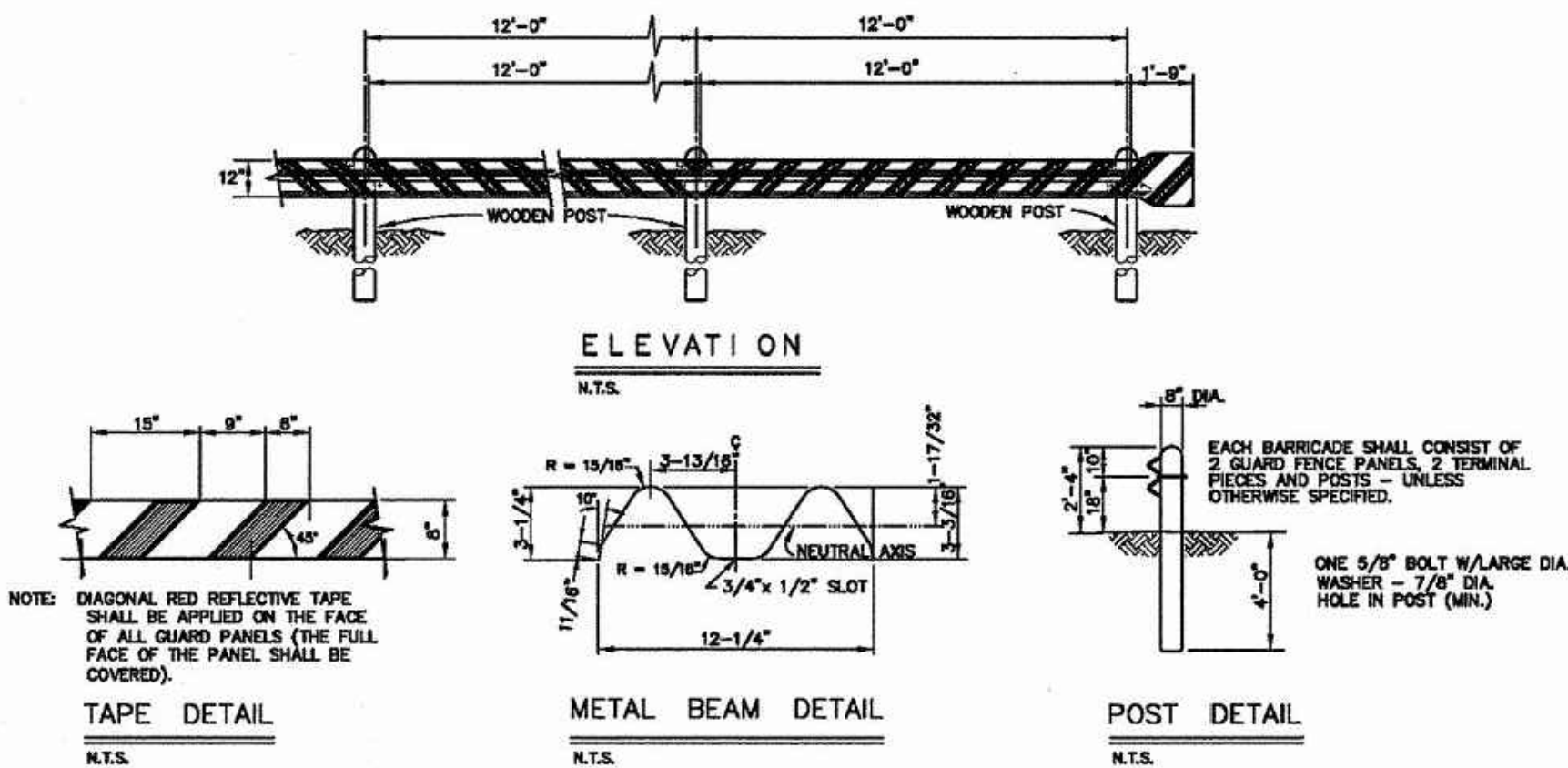
2. ORNAMENTAL METAL FENCE B/W MASONRY COLUMNS
1/2"=1'



3. 6' ORNAMENTAL METAL FENCE
1/2"=1'

TEMPORARY END OF ROAD BARRICADE DETAILS

1. ALL CONSTRUCTION MATERIALS, METHODS AND PLACEMENT NOT DETAILED ABOVE SHALL MEET OR EXCEED THE STANDARD SPECIFICATIONS OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, OCTOBER 2004 EDITION, UNLESS SUPERSEDED BY TOWN OF FLOWER MOUND STANDARD SPECIFICATIONS OR MATERIAL TESTING POLICIES.
2. ALL INSTALLATION SHALL BE OF NEW MATERIALS. METAL FLEX-BEAM GUARDRAIL SHALL BE 10 GAUGE, GALVANIZED AS PER ASTM A 65. SUBSTITUTIONS OF ANY ITEM SHALL BE APPROVED BY THE ENGINEERING DEPARTMENT PRIOR TO INSTALLATION.
3. ALL POSTS SHALL BE GALVANIZED TREATED FOR GROUND CONTACT. SQUARE 6"x6" POSTS (ALSO TREATED) MAY BE SUBSTITUTED, PROVIDED THE TOP OF EACH POST IS BEVELED A MINIMUM OF 10° (DEGREES).
4. ALL BOLTS, WASHERS, OR HARDWARE SHALL BE GALVANIZED TREATED TO RESIST RUST. BOLTS SHALL BE OF SUFFICIENT LENGTH TO EXTEND THROUGH THE THICKNESS OF THE NUT.
5. POSTS SHALL NOT BE CONCRETED IN PLACE, BUT SHALL INSTEAD BE BACK FILLED WITH WELL-TAMPED SOIL.
6. STRING-BARRICADES SHOULD HAVE STRIPE SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH TRAFFIC MUST TURN IN DETOURING. WHEN BOTH RIGHT AND LEFT TURNS ARE PROVIDED FOR, CHEVRONS SHALL SLOPE AWAY FROM CENTER. IF NO TURN IS PROVIDED (END OF ROAD), CHEVRONS SLOPE TOWARD CENTER (AS SHOWN).
7. TYPE B BARRICADES SHALL BE USED BEHIND THE GUARDRAIL BARRICADE AND SHALL MEET MUTCD STANDARDS.



4. END OF ROAD BARRICADE DETAIL
1/4"=1'

SUNSET POINT ESTATES AT
TWIN COVES

in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE DETAILS

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. LANDSCAPE ARCHITECT
RON STEWART LANDSCAPE ARCHITECTS, P.C.
DATED 9/10/2018

Drawn By: MH
Date: 07/26/2018
Scale:
Revisions:

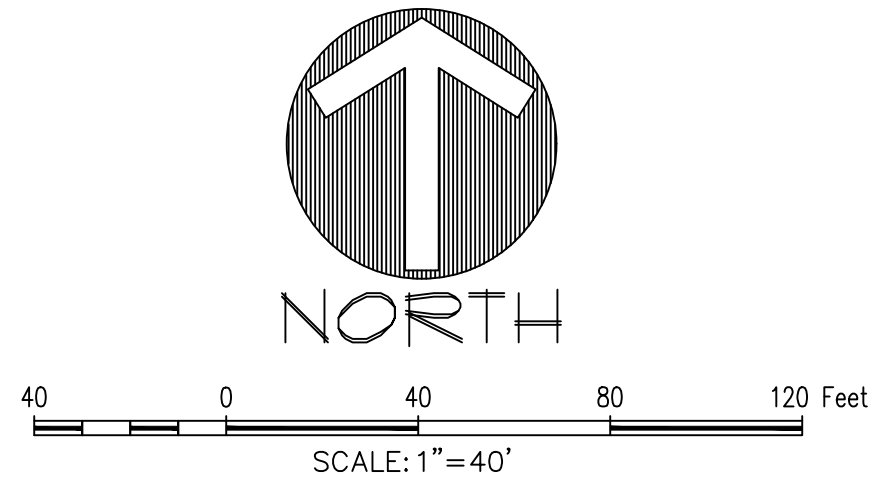
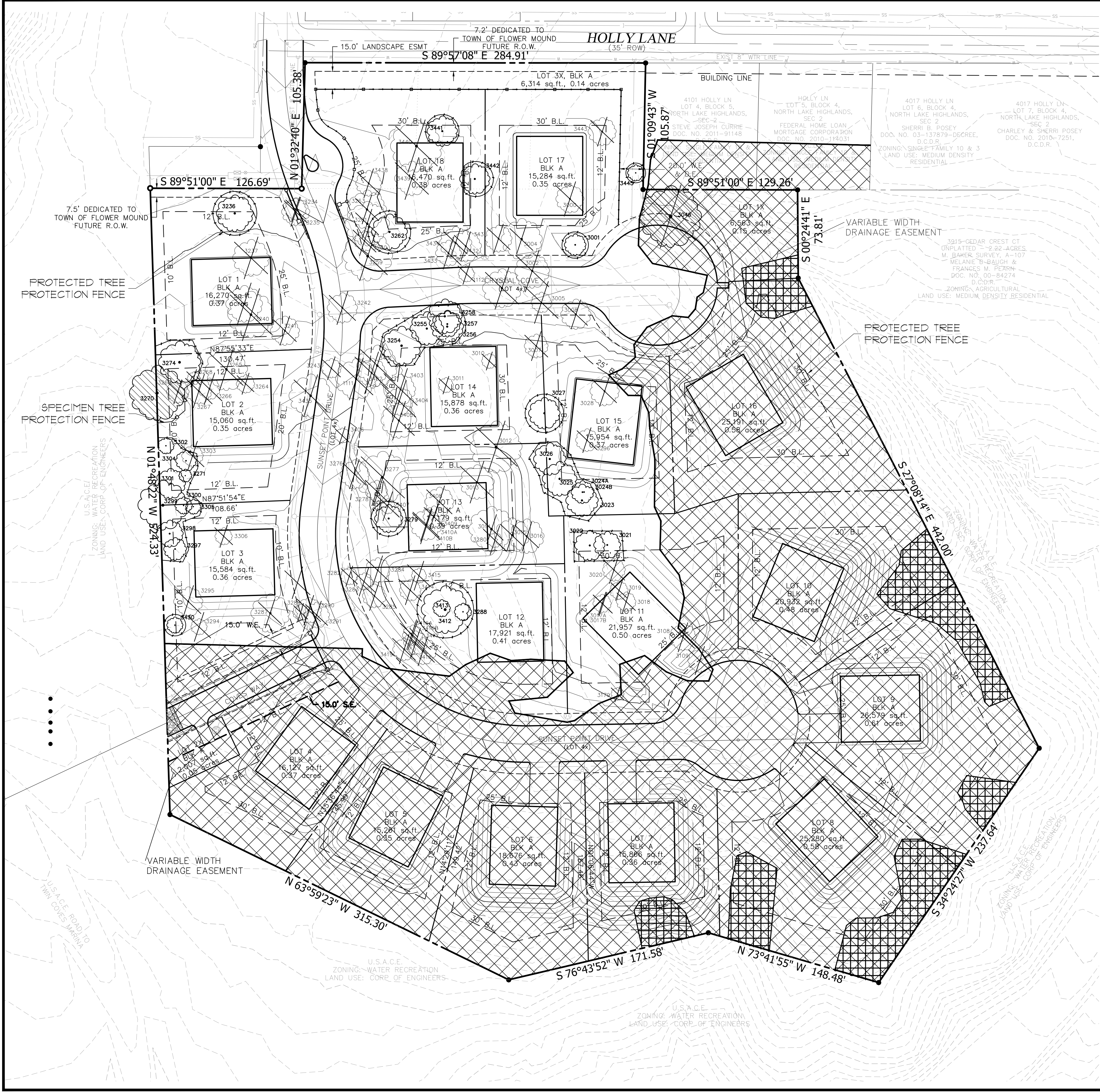
17394

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SUNSET POINT ESTATES AT TWIN COVES

The John R. McAdams
Company, Inc.
(DBA: G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.456.8770 Fax
940.240.1012
TBP#: 19762 TBPIS: 0104440
www.mcadamsco.com





LEGEND

- EXISTING SPECIMEN TREE TO REMAIN
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- UPLAND WOODED HABITAT
- SLOPE GREATER THAN 12%
- SPECIMEN TREE PROTECTION FENCE
- PROTECTED TREE PROTECTION FENCE

NOTES:
 UPLANT WOODED HABITAT = 4.79 ACRES
 THIS TREE SURVEY IS USING THE 2008 TREE ORDINANCE STANDARDS.
 THERE WILL BE NO IMPACTS TO SLOPES GREATER THAN 12% ON THIS SITE.
 UPLAND WOODED HABITAT AND TREE MITIGATION FEES TO BE PAID AT PRE-CONSTRUCTION MEETING.

OUTSIDE UWH TREE MITIGATION TABLE	
TOTAL PROTECTED TREES	120
(-) TOTAL PROTECTED TREES SAVED	33
TOTAL PROTECTED TREES TO BE REMOVED	87
PROTECTED TREES TO BE BE MITIGATED W/IN B.A. (AT A 1:1 RATE PER TREE)	87
(-) CREDITS FOR SPECIMEN TREE TO BE SAVED W/ THE B.A. (TREE #3270 - A 25.5 CAL. POST OAK)	5
(+) PROTECTED TREES SAVED WITHIN THE B.A.	33
TOTAL B.A. TREE MITIGATION	49
(+) MITIGATION FOR PROTECTED TREES REMOVED O.B.A.	N/A
*THERE WOULD BE NO TREE MIGATION FOR TREE #3046 (MITIGATION FOR THIS TREE IS COVERED IN UWH FEE)	N/A
(-) PLANTED MITIGATION TREES (3" CAL.) - REF. LANDSCAPE PLAN	6
TOTAL TREE MITIGATION	43
TREE MITIGATION FEE CALCULATION	
(43) TREES X 3" = 129" x \$125/CAL. INCH = \$16,125	\$16,125
UPLAND WOODED HABITAT MITIGATION FEE CALCULATION	
(4.79) ACRES x \$15,000/ACRE = \$71,850	\$71,850
*TOTAL ENV FEES OWED AT THE PRE-CON	\$87,975

SUNSET POINT ESTATES AT TWIN COVES

in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

17394

T1.0

The John R. McAdams Company, Inc.
(DBA: GSA | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.406.8770 Fax
940.240.1012
TBP#: 19762 TBP#: 0104440
www.madamsco.com

MCADAMS

GSA

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
FOR CONSTRUCTION.
THIS DOCUMENT IS NOT INTENDED FOR
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 9/10/2018

Drawn By: MH
Date: 07/26/2018
Scale: 1"=40'
Revisions:

LIST #	TREE #	SIZE	Common Name	Scientific Name	Remarks	Specimen	Status	Removal	Mitigation	UWH
80	3297	10.5	POST OAK	QUERCUS STELLATA			Remain		0	N
81	3298	12.5	POST OAK	QUERCUS STELLATA			Remain		0	N
82	3299	23	POST OAK	QUERCUS STELLATA			Remain		0	N
83	3300	8	BLACK JACK OAK	QUERCUS MARILANDICA			Remain		0	N
84	3301	14	POST OAK	QUERCUS STELLATA			Remain		0	N
85	3302	7.5	TEXAS ASH	FRAXINUS TEXANA			Remain		0	N
86	3303	10	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
87	3304	9.5	BLACK JACK OAK	QUERCUS MARILANDICA			Remain		0	N
88	3305	7	BLACK JACK OAK	QUERCUS MARILANDICA			Remain		0	N
89	3306	8	TEXAS ASH	FRAXINUS TEXANA			Remove	Buildable Area	1	N
90	3401	19	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
91	3402	13.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
92	3403	14	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
93	3404	13	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
94	3405	16.5	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
95	3406	7	CEDAR ELM	ULMUS CRASSIFOLIA			Remove	ROW / ESMT	1	N
96	3407	7	TEXAS ASH	FRAXINUS TEXANA			Remove	Buildable Area	1	N
97	3408	13.5	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
98	3409	10	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
99	3410 A	14.5	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Buildable Area	1	N
100	3410 B	9.5	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Buildable Area	1	N
101	3412	22	POST OAK	QUERCUS STELLATA	Multi-trunk		Remain		0	N
102	3413	8	POST OAK	QUERCUS STELLATA			Remain		0	N
103	3414	10	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
104	3415	7	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
105	3416 A	7.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
106	3416 B	9.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
107	3417	11	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
108	3418	12.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
109	3419	10.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
110	3430	7.5	BLACK JACK OAK	QUERCUS MARILANDICA			Remain		0	N
111	3431	12.5	WINGED ELM	ULMUS ALATA			Remove	Grading	1	N
112	3432	14.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
113	3433	12	POST OAK	QUERCUS STELLATA	Multi-trunk		Remove	ROW / ESMT	1	N
114	3434	15	POST OAK	QUERCUS STELLATA	Multi-trunk		Remove	Grading	1	N
115	3435	20	TEXAS RED OAK	QUERCUS BUCKLEYI			Remove	ROW / ESMT	1	N
116	3438	12	PECAN	CARYA ILLINIONENSIS			Remove	Grading	1	N
117	3439	16	PECAN	CARYA ILLINIONENSIS			Remove	Buildable Area	1	N
118	3440	24	PECAN	CARYA ILLINIONENSIS			Remove	Buildable Area	1	N
119	3441	14	PECAN	CARYA ILLINIONENSIS			Remain		0	N
120	3442	14	LIVE OAK	QUERCUS VIRGINIANA			Remain		0	N
121	3443	13	TEXAS ASH	FRAXINUS TEXANA			Remove	Grading	1	N
122	3445	7.5	PECAN	CARYA ILLINIONENSIS			Remove	Grading	1	N

LIST #	TREE #	SIZE	Common Name	Scientific Name	Remarks	Specimen	Status	Removal	Mitigation	UWH
1	1111	19	POST OAK	QUERCUS STELLATA	Multi-trunk		Remove	ROW/ESMT	1	N
2	1112	7.5	CEDAR ELM	ULMUS CRASSIFOLIA			Remove	ROW/ESMT	1	N
3	3000	13	CHITTAMWOOD OAK	BUMELIA LANUGINOSA	Multi-trunk		Remove	Buildable Area	1	N
4	3001	10	POST OAK	QUERCUS STELLATA			Remain		0	N
5	3002	16	POST OAK	QUERCUS STELLATA	Multi-trunk		Remove	ROW/ESMT	1	N
6	3003	18	POST OAK	QUERCUS STELLATA			Remove	ROW/ESMT	1	N
7	3004	19	CHITTAMWOOD OAK	BUMELIA LANUGINOSA	Multi-trunk		Remove	Grading	1	N
8	3005	9.5	POST OAK	QUERCUS STELLATA			Remove	ROW/ESMT	1	N
9	3007	11	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
10	3008	14	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
11	3010	7	CEDAR ELM	ULMUS CRASSIFOLIA			Remove	Buildable Area	1	N
12	3011	7	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Buildable Area	1	N
13	3012	24	POST OAK	QUERCUS STELLATA	Multi-trunk		Remove	Buildable Area	1	N
14	3013	16	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Buildable Area	1	N
15	3014	21	POST OAK	QUERCUS STELLATA	Multi-trunk		Remove	Buildable Area	1	N
16	3015	16	POST OAK	QUERCUS STELLATA	Multi-trunk		Remove	Buildable Area	1	N
17	3016	16	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
18	3017 A	8	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
19	3017 B	8.5	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
20	3018	9	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
21	3019	8.5	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
22	3020	10.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
23	3021	12.5	POST OAK	QUERCUS STELLATA			Remain		0	N
24	3022	14	POST OAK	QUERCUS STELLATA			Remain		0	N
25	3023	15	POST OAK	QUERCUS STELLATA	Multi-trunk		Remain		0	N
26	3024 A	10.5	POST OAK	QUERCUS STELLATA			Remain		0	N
27	3024 B	7	TEXAS ASH	FRAXINUS TEXANA			Remain		0	N
28	3025	16	POST OAK	QUERCUS STELLATA			Remain		0	N
29	3026	15	POST OAK	QUERCUS STELLATA			Remain		0	N
30	3027	14.5	POST OAK	QUERCUS STELLATA			Remain		0	N
31	3028	13.5	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
32	3046	28.5	POST OAK	QUERCUS STELLATA		Specimen	Remove	ROW/ESMT	0	Y
33	3108	12.5	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
34	3109	11	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
35	3179	6	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
36	3234	10	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
37	3235	13	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
38	3236	17	CEDAR ELM	ULMUS CRASSIFOLIA			Remain		0	N
39	3237	17	AMERICAN ELM	ULMUS AMERICANA			Remove	Buildable Area	1	N
40	3239	17	RED OAK	QUERCUS SHUMARDI			Remove	Buildable Area	1	N
41	3240	21.5	CEDAR ELM	ULMUS CRASSIFOLIA	Multi-trunk		Remove	Buildable Area	1	N
42	3241	13.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
43	3242	14	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
44	3243	9	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
45	3254	18	POST OAK	QUERCUS STELLATA	Multi-trunk		Remain		0	N
46	3255	15.5	POST OAK	QUERCUS STELLATA			Remain		0	N
47	3256	15	POST OAK	QUERCUS STELLATA			Remain		0	N
48	3257	12	POST OAK	QUERCUS STELLATA			Remain		0	N
49	3258	16	TEXAS RED OAK	QUERCUS BUCKLEYI			Remain		0	N
50	3259	23	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
51	3260	9.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
52	3261	20.5	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
53	3262	16.5	POST OAK	QUERCUS STELLATA			Remain		0	N
54	3263	18	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
55	3264	8.5	RED OAK	QUERCUS SHUMARDI			Remove	Buildable Area	1	N
56	3265	19.5	POST OAK	QUERCUS STELLATA	75% Damaged		Remove	Buildable Area	1	N
57	3266	10	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Buildable Area	1	N
58	3267	12	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
59	3268	6	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
60	3269	10.5	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N
61	3270	25.5	POST OAK	QUERCUS STELLATA		Specimen	Remain		0	N
62	3271	6	TEXAS ASH	FRAXINUS TEXANA			Remain		0	N
63	3274	19.5	BLACK JACK OAK	QUERCUS MARILANDICA	Multi-trunk		Remain		0	N
64	3276	13.5	POST OAK	QUERCUS STELLATA	Multi-trunk		Remove	Grading	1	N
65	3277	24	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
66	3278	10	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
67	3279	13	BLACK JACK OAK	QUERCUS MARILANDICA			Remain		0	N
68	3280	7	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Buildable Area	1	N
69	3282	15	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
70	3283	8	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
71	3284	11.5	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
72	3285	11	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
73	3287	18	POST OAK	QUERCUS STELLATA			Remove	Grading	1	N
74	3288	8	TEXAS ASH	FRAXINUS TEXANA			Remain		0	N
75	3289	7.5	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
76	3290	12	POST OAK	QUERCUS STELLATA			Remove	ROW / ESMT	1	N
77	3291	12	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	ROW / ESMT	1	N
78	3294	7.5	BLACK JACK OAK	QUERCUS MARILANDICA			Remove	Grading	1	N
79	3295	13.5	POST OAK	QUERCUS STELLATA			Remove	Buildable Area	1	N

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 Plotted: 9/10/2018 11:25 AM, by Meqan Hatcher, Saved: 9/10/2018 11:24 AM, by Meqan

SUNSET POINT ESTATES AT

TWIN COVES
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

17394

T1.1

MCADAMS



The John R. McAdams Company, Inc.
(DBA, CSA | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

TBPE: 19762 TBPLs: 1019444
www.mcadamsco.com



PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
PURPOSED LANDSCAPE ARCHITECT
RON A. STEWART
791
STATE OF TEXAS
DATED 9/10/2018

Drawn By: MH
Date: 07/26/2018
Scale:
Revisions:

A. QUALITY ASSURANCE

- #### D. DEFINITIONS

- ### E. PRE-CONSTRUCTION TREE PRUNING

- #### F. TREE REMOVAL

- ### G. TREE PROTECTION

- File: Z:\2017\17394\Drawings\FP & Const Plans\SHEETS\17394 TS
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McADAMS



SUNSET POINT ESTATES AT TWIN COVES

in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SUNSET POINT ESTATES AT TWIN COVES

TREE SURVEY

PRELIMINARY PLANS
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NO BIDDING, OR PERMIT PURPOSES.
RON & STEWART LANDSCAPE ARCHITECTS, P.C.
791
STATE OF TEXAS

Drawn By: MH
Date: 07/26/2018
Scale:
Revisions:

17394

T1.2

DEVELOPMENT AGREEMENT SUNSET POINT AT TWIN COVES
(previously known as RIDGE BLUFF ESTATES ON LAKE GRAPEVINE)

THIS DEVELOPMENT AGREEMENT FOR SUNSET POINT AT TWIN COVES ("Agreement") is made and entered into this ____ day of ____, 2018, by and between the Town of Flower Mound, Texas (the "Town"), and _____, (the "Developer").

WITNESSETH:

WHEREAS, Sunset Point at Twin Coves is a development encompassing certain real property located within the Town of Flower Mound that is situated in the M. Baker Survey, Abstract N. 107, including Lots 1, 2, and 3 of Block 4 of the North Lake Highlands Section 2 Subdivision, Denton County, Texas, comprising approximately 9.62 acres, more or less, and as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, in 2012, a previous developer submitted an application for a development plan for the Property which was generally known at that time as Ridge Bluff Estates on Lake Grapevine and on September 4, 2012, the Town approved the development plan application and entered into a development agreement (the "2012 Agreement") with the previous developer to govern certain aspects of the development of the Property; and

WHEREAS, the previous developer failed to file a Record Plat application within 18 months of approval of the development plan as required by Town ordinances and as a result, the previously approved development plan lapsed as no extension request was made by the previous developer or granted by the Town Council; and

WHEREAS, Developer is the successor-in-interest to the previous developer of the Property and all rights, powers, and interests in the 2012 Agreement have been assigned to Developer; and

WHEREAS, the Town and Developer desire to address additional responsibilities and requirements related to the development of the Property as set forth herein.

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

1. Development of the Property Subject to Town Ordinances and the 2012 Agreement.

The Property, or any portion thereof, at all times shall be developed and all improvements shall be constructed in accordance with all applicable Town ordinances and agreements related to the Property, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town. The Town and Developer agree that the provisions and terms contained in the 2012 Agreement remain in full force and effect and shall continue to be applicable to the development of the Property. If there is a conflict between the terms of the 2012 Agreement and this Agreement, the terms of this Agreement shall control.

2. **Automated Fire Sprinklers.** Developer agrees that all habitable structures including, but not limited to, any clubhouses and amenity facilities within Sunset Point at Twin Coves shall be equipped with automated fire sprinkler systems that meet the requirements of the 2015 version of the International Fire Code, as adopted and amended by the Town. Any guardhouse or structure less than 1,000 square feet in area shall be exempt from this requirement.

3. **Upland Habitat Fees.** In accordance with the approved Environmental Protection Plan, 4.79 acres of Upland Habitat were delineated within the Project boundaries. All of the 4.79 acres of this Upland Habitat will be impacted by the Project. The developer agrees to pay Upland Habitat Mitigation fee in the amount of \$71,850 for the 4.79 acres of Upland Habitat being impacted.

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

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

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

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

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

If to Developer: Jonathan Sung
1755 Willinton Place
Suite 100
Dallas, TX 75230

8. **Attorneys Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the Parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter

hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

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

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

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

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

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

15. Roughly Proportionate Determination under Texas Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the specific exactions required by the Town and agreed to by Developer in this Agreement are roughly proportionate to the anticipated impact of the development of HC in accordance with applicable Town ordinances. Developer hereby waives and releases the Town from any and all liability under §212.904 of the Texas Local Government Code, as amended, with respect to Developer's construction and payment obligations under this Agreement.

16. Rough Proportionality Determination under Federal Law. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and chapter 395 of the Texas Local Government Code in regard to its construction and payment obligations under this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of such agreements. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.

17. Release. From time to time upon written request of Developer to the Town Manager, the Town Manager, or his designee, may execute, in recordable form, a release of any provision of this Agreement if the Town Manager and Town Attorney determine Developer has fully satisfied the provision to be released.

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

Exhibit A	Metes and Bounds Description of the Property in the Town of Flower Mound
-----------	--

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
 Name: Steve Dixon
 Mayor, Town of Flower Mound

STATE OF TEXAS	§
	§
COUNTY OF DENTON	§

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

 Notary Public, State of Texas

DEVELOPER:

Jonathan Sung

By: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

 This instrument was acknowledged before me on this the ____ day of _____, 2018, by Jonathan Sung known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the consideration set forth herein.

Notary Public, State of Texas

LEGAL DESCRIPTION:

A 9.714 acre tract of land situated in the M. BAKER SURVEY, ABSTRACT NO. 107 conveyed to Jonathon Sung, as described by deed recorded under County Clerk File No. 02-130357 and 2010-8104, of the Denton County Deed Records, (D.C.D.R.) and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the northwest corner of said Jonathon Sung tract, same point being in the south line of future Holly Lane (a 35 foot wide right-of-way);

THENCE SOUTH 89° 44' 38" EAST, to a point being the southeast corner of said future Holly Place right-of-way, a distance of 130.67 FEET;

THENCE NORTH 00° 54' 48" EAST, to a point being the southeast corner of said future Holly Place right-of-way, a distance of 104.71 FEET;

THENCE SOUTH 89° 53' 17" EAST, to a point being the along the said future Holly Place right-of-way, a distance of 285.03 FEET;

THENCE SOUTH 00° 54' 48" WEST, a distance of 104.89 FEET to a point being the southwest corner of a tract of land conveyed to Steve Joseph Currie, as described in Document Number 2011-91148 of the Denton County Deed Records;

THENCE SOUTH 89° 40' 39" EAST, a distance of 128.73 FEET to a point for corner, same point being in the property line of a tract of land conveyed to Federal Home Loan Mortgage Corporation, as described in Document Number 2010-114031 of the Denton County Deed Records;

THENCE SOUTH 00° 27' 13" EAST, a distance of 73.83 FEET to a point marked by a CORP OF ENGINEER (COE) Monument, same point being the southwest corner of said Melanie B. Baugh & Frances M. Pearn tract;

THENCE SOUTH 27° 05' 21" EAST, to a point for the southeast corner of said Jonathon Sung tract a distance of 442.28 FEET, same point being a COE Monument;

THENCE SOUTH 34° 33' 35" WEST, a distance of 237.81 FEET to a point marked by a COE Monument, same point being along the south line of said Jonathon Sung tract;

THENCE NORTH 73° 38' 20" WEST, to a point along the south line of said Jonathon Sung tract a distance of 148.24 FEET, same point being a COE Monument;

THENCE SOUTH 76° 49' 43" WEST, a distance of 171.70 FEET along the south line of said Jonathon Sung tract to a point marked by a COE Monument;

THENCE NORTH 63° 53' 36" WEST, to a point being the southwest corner of said Jonathon Sung tract a distance of 315.21 FEET, same point being a COE Monument;

THENCE NORTH 02° 04' 27" WEST, a distance of 524.48 FEET along the west line of said Jonathon Sung tract, to the POINT OF BEGINNING and containing a total of 9.714 acres of land more or less and being subject to any and all easements that may affect.

Town Council Future Agenda Items



SCHEDULED	10/15/2018	Presentation	Recognition of Flower Mound Police and Fire Department winners of USA TODAY's Law Enforcement Lip Sync Challenge Contest
		Consent	Consider approval of the purchase of new traffic signal detection equipment for the Traffic Detection Rehabilitation project, from Twincrest Technologies through the HGAC Buy program, in the amount of \$132,900.00.
		Consent	Consider approval of Amendment No. 1 to the Fiscal Year 2018-2019 Capital Improvement Program.
		Consent	Motion to consider a request for changes in the text of the Towns' Construction Standards and Standard Details to change the painting requirements for fire hydrants and to add M&H fire hydrants and water valves to the Town's list of approved manufactures.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA18-0006) to amend Section 8.0, Water Plan of the Master Plan to adopt the Lakeside Reuse Water Master Plan to meet the Town of Flower Mound's reuse water system infrastructure needs, over the build-out of the system located within the Lakeside Business District, and to consider adopting an ordinance providing for said amendment. (Planning and Zoning Commission recommended by a vote of to at its October 8, 2018, meeting.)
		Regular	Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA18-0004 – Balekian Addition / CVS) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail use on approximately 2.48 acres of land within the Cross Timbers Protection Area, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. (Planning and Zoning Commission recommended by a vote of to at its October 8, 2018, meeting.)
		Regular	Consider approval of an ordinance providing for a residential homestead ad valorem (property) tax exemption
	11/5/2018	Consent	Flower Mound Storage Warehouse - Construction Award.
		Consent	WWTP Phase IV Change Order 3.
		Consent	Central Fire Station Phase II Construction Award.
		Consent	FM 2499 Roadway, Traffic Signal & Drainage Improvements CO 2.

SCHEDULED	11/5/2018	Consent	Bakersfield Park Restroom Design Award
		Consent	Red Rock WSC Agreement.
		Consent	Old Gerault Road 12-Inch Water Line Development Agreement.
		Consent	FM 2499 at Gerault Corp Permit PSA.
		Regular	Public Hearing to consider a request for rezoning (ZPD18-0004 – Balekian Addition / CVS) from Agricultural District (A) to Planned Development District No. 164 (PD-164) with Single-Family Estate District (SF-E) and Retail District-1 (R-1) uses, with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. (Planning and Zoning Commission recommended by a vote of to at its October 22, 2018, meeting.)
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA18-0006) to amend Section 8.0, Water Plan of the Master Plan to adopt the Lakeside Reuse Water Master Plan to meet the Town of Flower Mound's reuse water system infrastructure needs within the Lakeside Business District, and to consider adopting an ordinance providing for said amendment. (Planning and Zoning Commission recommended by a vote of to at its October 22, 2018, meeting.
	11/19/2018	Consent	East Waketon Road Drainage Design Award.
	12/3/2018	Consent	Consider approval of a resolution authorizing the adoption of the Program Year 2017 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2019 Independence Fest.
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
	12/17/2018	Consent	Fire Station #7 Construction Award
		Consent	Fire Station #7 Testing Award.
		Consent	FM 2499 Roadway, Traffic Signal & Drainage Improvements Change Order 3.