

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

12/17/2018

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

6:00 P.M.

A ribbon cutting will be held at 5:00 p.m. at the new Town Hall

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. Certificate of Achievement, Gold Award, Girl Scout Service Unit 408
2. Announcement and Presentation of 2018 Outstanding Citizenship Award(s)

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
3. Park Ordinance amendments

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, January 7, 2019.

J. CONSENT ITEMS

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

1. Minutes 12/3- Consider approval of the minutes from a regular meeting of the Town Council held on December 3, 2018.
2. Emergency Vehicle Wireless Data Devices- Consider approval to fund emergency vehicle wireless data device replacements, through GTS Technology Solutions, in the amount of \$51,913.34
3. Group Health Plan Reinsurance- Consider approval of a contract with Blue Cross and Blue Shield of Texas in the amount of \$515,469 for reinsurance coverage for the Town's Group Health Plan; and authorization for the Mayor to execute same on behalf of the Town.
4. Air Monitoring PSA- Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$124,800.00; and authorization for the Mayor to execute same on behalf of the Town.
5. Final Budget Amendment FY17-18- 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, 22-18 and 29-18 for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund and the Hotel Occupancy Fund.
6. Fire District Final Budget Amend FY17-18- 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 amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as adopted by Resolution No. 15-17 and amended by Resolution No. 26-17.
7. 1st Budget Amendment FY18-19- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2018 and ending on September 30, 2019, as adopted by Ordinance No. 30-18 for adjustments to the General Fund, Utility Fund and Vehicle and Equipment Replacement Fund.

8. Crime District 1st Budget Amend FY18-19- 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 amending 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, as adopted by Resolution No. 19-18.
9. Fire District 1st Budget Amend FY18-19- 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 amending 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, as adopted by Resolution No. 20-18.
10. Water Meter/Reading Equipment- Consider the approval of an annual contract for the purchase of water meters and meter reading equipment, on an as-needed basis, to Neptune Technology Group, Incorporated.
11. Ordinance Chapter 70 Utilities- Consider approval of an Ordinance amending Appendix A "Fee Schedule," referenced in Chapter 70, "Utilities," Section 70-56(d), entitled "Water Meter Fee Schedule," of the Code of Ordinances of the Town of Flower Mound, Texas, by increasing the water meter fees."
12. Elite Chef Competition- Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser
13. Library Technology Plan- Consider approval of a consulting contract with Carson Block Consulting INC to provide technology consulting services to the Library and authorize the Mayor to execute same on behalf of the Town.
14. School Resource Officer Agreement- Consider approval of an Interlocal Agreement with Lewisville Independent School District (LISD) for additional School Resource Officers (SRO) and School Resource Sergeant, and provisions for contributions from LISD and the Town to cover the cost of salary and benefits for current and additional officers; and authorization for the Mayor to execute the same on behalf of the Town.
15. High Rd Water Line Design- Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the design phase services associated with the High Road Water Line Phase II project in the amount of \$260,000.00; and authorization for the Mayor to execute same on behalf of the Town.
16. Justin Rd Lift Station- Consider approval of a Construction Agreement with PM Construction & Rehab LLC, dba IPR South Central, for the Justin Road Lift Station Outfall project, in the amount of \$199,974.50; and authorization for the Mayor to execute same on behalf of the Town.
17. Road Intersection Improvements- Consider approval of the Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., to provide professional engineering services, for the Valley Ridge Boulevard & Morriss Road Intersection Improvements/Windsor Drive Roundabout Connection project for an amount not to exceed \$84,414.00; and authorization for the Mayor to execute same on behalf of the Town.
18. Transportation Updates- Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for transportation planning services associated with the Transportation Model Update and LOS Mapping project, in the amount of \$70,000.00; and authorization for the Mayor to execute same on behalf of the Town.

19. TIRZ 2018 Annual Report- Consider approval of the 2018 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.
20. Municipal Judge- Consider approval of an ordinance to reappoint Municipal Judge Jeff Tasker for the period of January 1, 2019, through December 31, 2021.

K. **REGULAR ITEMS**

21. ZPD18-0008-Magnolia Court- **Public Hearing** to consider a request for rezoning (ZPD18-0008 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) and Agricultural District (A) uses, with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$263,088 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$80,504. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended approval with conditions by a vote of 6 to 0 at its November 12, 2018, meeting.)(Town Council postponed the item at its November 19, 2018, meeting.)
22. SUP-Cross Timbers Addition- **Public Hearing** to consider a request for a Specific Use Permit No. 455 (SUP18-0018 - Cross Timbers Addition) to permit a restaurant with drive-through window and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and west of Bruton Orand Blvd. (Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 10, 2018, meeting.)
23. Site Plan-Cross Timbers Addition- Consider a request for a Site Plan (SP18-0017 - Cross Timbers Addition, Lot 3) to develop one non-residential building. The property is generally located south of Cross Timbers Road and west of Bruton Orand Boulevard. (Planning and Zoning recommended approval by a vote of 6 to 0 at its December 10, 2018, meeting.)
24. Site Plan-Alpha Warehouse- Consider a request for a Site Plan (SP18-0013 - Alpha Warehouse Park) to develop three office/warehouse buildings, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Justin Road and west of Meadow View. (Planning and Zoning Commission recommended approval by a vote of 4 to 3 at its December 10, 2018, meeting.)
25. Lakeside Crossing Ch 380- **Public Hearing** to consider approval of an amendment to the Chapter 380 Agreement between the Town of Flower Mound, Newstream Hotels & Resorts, LLC, and Spectrum Origination, LLC, and authorization for the Mayor to execute same on behalf of the Town.
26. TIRZ Feasibility Study- Presentation and discussion of TIRZ Feasibility Study for Lakeside Village.

L. **BOARDS/COMMISSIONS**

Pre-Council Conference Room

27. Boards & Commissions- Discuss and consider an appointment to the Denton County Greenbelt Plan Coordinating Committee.

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, and 551.087 for consultation with attorney, and to discuss matters relating to real property, and economic development negotiations, as follows:

- a. Consultation with Attorney.
 - 1. All matters related to Cause No. 18-9622-431; EagleRidge Operating, LLC v. Town of Flower Mound
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 economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, 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: December 14, 2018, at 4:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: December 17, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on December 3, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on December 3, 2018.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 3RD DAY OF DECEMBER 2018, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

[Click here](#) for meeting video link (subject to change)

The Town Council met in a regular meeting with the following members present:

Steve Dixon	Mayor
Jason Webb	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Sandeep Sharma	Councilmember Place 2
Kevin Bryant	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Chuck Russell	Town Planner
Tiffany Bruce	Executive Director of Public Works

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Ralph Holland gave the invocation and Mayor Dixon led the pledges.

D. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Amanda Austin, 650 S Edmonds, Lewisville	First Responders Bowl

E. ANNOUNCEMENTS

1. Deputy Mayor Pro Tem Forest reported on the turnout at Breakfast with Santa last Saturday
2. Councilmembers Engel and Bryant provided details about the December 8th Christmas Parade
3. Mayor Dixon announced that tonight is the last meeting in the current Town Hall

F. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update regarding the following project areas:

1. Capital improvement projects
 - Intersection improvements at Morriss Road and Valley Ridge
 - Windsor Drive roundabout connection
 - Town wide traffic counts and a level of service mapping
 - Major projects (DFW connector by 635 and Fairway Drive) that is outside of Flower Mound but having a major impact on the communityand he responded to the following questions from Council:
 - Were traffic counts done after Fairway Drive was closed to better understand the impact
2. Economic Development projects
 - Business openings or expansions

G. FUTURE AGENDA ITEMS

There were no request for future agenda items.

H. COORDINATION OF CALENDARS

Mayor Dixon announced that the next regular meeting is scheduled for Monday, December 17 and at the new Town Hall.

I. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on November 19, 2018.
2. Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2019 Independence Fest.
3. 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.

ORDINANCE NO. 37-18

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. 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.

RESOLUTION NO. 23-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

5. Consider approval of an Interlocal Cooperative Agreement with Denton County for the construction of Denton Creek Boulevard Bridge; and authorization for the Mayor to execute same on behalf of the Town.
6. Consider approval of a Reimbursement Agreement between the Town of Flower Mound and Red Rock Water Supply Corporation and authorize the Mayor to execute on same behalf of the Town.
7. Item 7 was moved from consent to regular items.
8. Ratify Right of Way (ROW) Purchase Agreement for Old Gerault Road Reconstruction project.

Councilmember Sharma moved to approve by consent Items 1 – 6; 8, as presented in the agenda caption. Mayor Pro Tem Webb 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: NONE

J. REGULAR ITEMS

7. Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc. (ITS), to provide professional transportation services in the amount of \$75,000.00 annually, with a one year renewal option; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Bruce gave a presentation identifying or noting:

- Background information about services Transportation Solutions offers the Town

And she responded to the following questions from Council:

- How long has the Town used them or similar services
- Does it make sense to have someone on staff for the amount of money dedicated to these services

There was Council discussion regarding:

- How the Town benefits from having the expertise of John Polster with ITS involved in Town transportation projects

Councilmember Sharma moved to approve Item 7 as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:

Motion passed.

AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST

NAYS: NONE

9. 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 denial by a vote of 6 to 0 at its October 22, 2018, meeting.)(The Town Council postponed the item at its November 5, 2018, meeting.)
10. 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 denial by a vote of 6 to 0 at its October 22, 2018, meeting.)(The Town Council postponed the item at its November 5, 2018, meeting.)

Mayor Dixon opened items 9 and 10 at the same time. He pointed out that the property owner has requested the item be postponed to allow time to review the records in response to her Public Information Request. At the request of Mayor Dixon, Mr. Russell summarized the series of postponement request to date.

Bobby Dollak, Development Representative, G & A Consulting/McAdams, 111 Hillside Dr, Lewisville

Mr. Dollak summarized the communication that has occurred to date since the last time this item was postponed. He also clarified that the request is coming from the property owner and not the applicant.

and he responded to the following questions from Council:

- Have any changes been made to the application based on the feedback from the residents
- What information is needed at this point from the applicant

Ms. Scott summarized the information that was requested in the property owners formal Public Information Request (PIR).

Mr. Meredith or Mr. Russell responded to the following questions from Council:

- Is the Town legally required to delay the item
- Does any of the information requested in the PIR impact the application in any way

There was Council discussion as to whether or not to proceed in hearing this item or to postpone it, noting the following points:

- Concerns regarding the timing of the support petition submitted and received by the Town Secretary's Office today
- The requests for delays are just that and they don't make the case

- If the applicant thinks they need more time to come up with better ideas or solutions then there would be interest in delaying it
- Disappointed that there haven't been more meetings with the residents as that was the basis of the request since the last postponement

There was Council consensus to move forward in hearing the item.

Staff Presentation

Mr. Russell gave a presentation for items 9 and 10 identifying or noting:

- General and detailed location
- Land use and zoning
- Background information regarding the one year waiting period for a master plan amendment or change of zoning application
- Conceptual site plan
- History comparison of Tract 1
- Conceptual plan for Tract 2
- Pictures of the subject property (track 1 and 2)
- Exceptions/modifications

and he responded to the following questions from Council:

- Clarification regarding the main changes since the last time this item was heard
- Clarification that Planning and Zoning recommended denial of both of the applications

Applicant Presentation

Bobby Dollak, G & A Consulting/McAdams, 111 Hillside Dr, Lewisville

Mr. Dollak gave a presentation identifying or noting:

- Site photos
- Land use plan
- 1171 & Flower Mound Road intersection
- Trade area
- CVS Property survey
- Conceptual site plan
- Balekian residence
- Pumpkin Patch and Christmas tree exhibit
- Remainder property
- Conceptual elevations

and he responded to the following questions from Council:

- Is there an estimate regarding the amount of traffic CVS would generate
- What drove Tom Thumb to come to that shopping center location

There was Council Discussion on the following points:

- How there would be a significant amount of traffic at this intersection if a CVS is operational along with the Pumpkin Patch
- The role of a Councilmember and the things that need to be considered:

- o What is the benefit of the Town
- o Are they meeting a need in the community
- o Sales tax potential
- The biggest concern is not necessarily the CVS, but more about what happens after CVS should the property ever go dark
- Concerns regarding the waivers being requested and solely in the interest of saving the home there
- How the P & Z members recommended denial unanimously and that needs to be taken into consideration
- Not interested in seeing a church at the corner as there would be no tax base at that corner
- How it's not about voting for or against CVS - it's about whether or not retail is desired at this corner, including changing the zoning for the remaining lots to residential
- An understanding of the property owner's perspective and desire to sell her land
- An understanding of the adjacent property owner's concerns and how they bought their homes based on the Master Plan
- Past history with the property and the repeated times it has come to Council
- Council can't make the discussion personal and Jan is still our neighbor
- Analytically as things get built around this property the more and more it makes sense, however, the need might not be there today
- Growth is going to come to this area by natural processes

Mayor Dixon opened the Public Hearing for items 9 and 10 at 6:53 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
	Roy Plhak, 4720 Clydesdale Dr	
	Annette Plhak, 4720 Clydesdale Dr*	
	Jay Estabrook, 4706 Hampshire Dr	
	Sharon Gentry, 2750 Bob White Ln*	
	Willy Sullivan, 4701 Clydesdale	
	Donna Sullivan, 4701 Clydesdale	
	Wendy Bryan, 4704 Clydesdale	
		Paul Stone, 4100 Broadway
	Stacey Breeding, 4721 Amble Way	
	James Breeding, 4721 Amble Way	
	Dawn Bir, 4716 Clydesdale Dr	
	Mike Bir, 4716 Clydesdale Dr*	
	Kathy Blair, 5113 Forest Hill	
	Ronald Blair, 5113 Forest Hill*	
	Jesse Tiernan, 5113 Forest Hill Dr*	
	Lawrence Pruett, 4705 Clydesdale Dr*	
	Dorene Pruett, 4705 Clydesdale Dr*	
	Mark Wise, 4724 Amble Way*	

	Brad Durden, 3516 Dressage Ct*	
	Darla Durden, 3516 Dressage Ct*	
	Roxanne LeBlanc, 5104 Forest Hill Dr*	
	Katy Grote, 165 Double Oaks, Double Oak*	
	Judy Collins 1537 Simmons Rd*	
	Melissa Wilson, 3200 High Rd*	
	KC Walsh, 3525 High Rd*	
	Michael Waldron, 4112 Equestrian	

**indicated they do not wish to speak*

Mayor Dixon closed the Public Hearing at 7:25 p.m.

Item 9:

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

VOTE ON MOTION:

AYES: NONE

NAYS: FOREST, ENGEL, BRYANT, WEBB, SHARMA

Motion failed

Item 10:

Councilmember Sharma moved to deny Item 10 as presented. Councilmember Engel seconded the motion.

VOTE ON MOTION:

AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST

NAYS: NONE

Motion to deny passed.

11. Consider approval of the purchase of a 2019 Pierce 107' Ascendant Ladder truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$1,399,416.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Chief Greaser gave a presentation identifying or noting:

- ISO Background
- Why the ladder truck is needed

and he responded to the following questions from Council:

- Clarification regarding applications in Flower Mound where this type of apparatus would be used
- Which station would the truck be based at
- Is there a risk for a short fall given the time frame needed to obtain the equipment

Councilmember Bryant moved to approve item 11 as presented. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA

NAYS: NONE

K./L. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 7:59 p.m. on December 3, 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, and economic development negotiations, and reconvened into an open meeting at 8:47 p.m. on December 3, 2018, and no action was taken on the following items:

- a. Consultation with Attorney.
 - 1. All matters related to Cause No. 18-9622-431; EagleRidge Operating, LLC v. Town of Flower Mound, et al.; gas well inspection fees
- 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, senior housing, hospitality projects, and performance related to certain incentive agreements.

M. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 8:47 p.m. on December 3, 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: December 17, 2018

FROM: Gary Bertagnolli, IT Director

ITEM: Consider approval to fund emergency vehicle wireless data device replacements, through GTS Technology Solutions, in the amount of \$51,913.34

BACKGROUND INFORMATION: The Town's aged emergency vehicle data devices (Utility Rockets) are in need of immediate replacement due to faulty hardware which causes frequent connectivity issues. This interrupts CAD dispatching and Automatic Vehicle Location tracking. A new product (CradlePoint) has been tested for several months without any reported issues.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$51,913.34

Proposed Expenditure:	Account Number(s):	
\$51,913.34	318-560-43500-2020	\$31,529.02
	319-560-63000-2020	\$20,384.32

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. PD CradlePoint Quote
2. FD CradlePoint Quote

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



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0033545
 Date: 11/9/2018
 Delivery Date:
 Expire Date: 12/9/2018
 Customer ID: TXNEWC120001
 Sales Contact: Jeremy Kling

QUOTE FOR:			SHIP TO:			
The City of Flower Mound			The City of Flower Mound			
CUSTOMER P.O. NO.		TERMS		SALES REP		
NetCloud Essentials		Net 30 Days		JD Rowell		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	MA3-0900600M-NNA: CRADLEPOINT INC : 3-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem), no AC power supply or antennas, North America	DIR-TSO-3652	22.00	EACH	\$859.29	\$18,904.38
2	170648-001: COR Extended Temperature Power Adapter + Line Cord	DIR-TSO-3652	22.00	EACH	\$53.74	\$1,182.28
3	170623-001: US line cord for IBR1100/IBR1150 Extended Temperature and AER2100 power supplies	DIR-TSO-3652	22.00	EACH	\$7.67	\$168.74
4	SC-CN-06: SMA Male to FME Male Connector	NON CONTRACT	44.00	EACH	\$2.93	\$128.92

For questions regarding this quote, please contact Jeremy Kling at 512-681-6257. This quote is valid for 30 days unless otherwise noted.

Total Weight (EACH):	0	Sales Total:	\$20,384.32
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$20,384.32



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 125
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0033556
Date: 11/9/2018
Delivery Date:
Expire Date: 12/9/2018
Customer ID: TXNEWC120001
Sales Contact: Jeremy Kling

QUOTE FOR:			SHIP TO:			
The City of Flower Mound			The City of Flower Mound			
CUSTOMER P.O. NO.		TERMS		SALES REP		
NetCloud Essentials		Net 30 Days		JD Rowell		
SHIPPING TERMS				SHIP VIA		
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	MA3-0900600M-NNA: CRADLEPOINT INC : 3-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem), no AC power supply or antennas, North America	DIR-TSO-3652	29.00	EACH	\$859.29	\$24,919.41
2	170648-001: COR Extended Temperature Power Adapter + Line Cord	DIR-TSO-3652	29.00	EACH	\$53.74	\$1,558.46
3	170623-001: US line cord for IBR1100/IBR1150 Extended Temperature and AER2100 power supplies	DIR-TSO-3652	29.00	EACH	\$7.67	\$222.43
4	MA3-0900600M-NNA: CRADLEPOINT INC : 3-yr NetCloud Essentials for Mobile Routers (Prime) with support and IBR900 router with WiFi (600Mbps modem), no AC power supply or antennas, North America	DIR-TSO-3652	4.00	EACH	\$859.29	\$3,437.16
5	170648-001: COR Extended Temperature Power Adapter + Line Cord	DIR-TSO-3652	4.00	EACH	\$53.74	\$214.96
6	170623-001: US line cord for IBR1100/IBR1150 Extended Temperature and AER2100 power supplies	DIR-TSO-3652	4.00	EACH	\$7.67	\$30.68
7	GP-IN2148: GPSD+/C29/C32/C74/CABLES KIT	DIR-TSO-3652	4.00	EACH	\$264.70	\$1,058.80
8	C23F-5M: FME(ftd) MPL(ftd) 5m CS23 cable	DIR-TSO-3652	4.00	EACH	\$12.26	\$49.04
9	AFM-835: ANTENNA MOULDED FLEXI- 762-870MHz	DIR-TSO-3652	4.00	EACH	\$9.52	\$38.08

For questions regarding this quote, please contact Jeremy Kling at 512-681-6257. This quote is valid for 30 days unless otherwise noted.

Total Weight (EACH):	0	Sales Total:	\$31,529.02
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$31,529.02



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: December 17, 2018

FROM: Lynda Bolitho, Director of Human Resources

ITEM: Consider approval of a contract with Blue Cross and Blue Shield of Texas in the amount of \$515,469 for reinsurance coverage for the Town's Group Health Plan; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town is self-insured for health, dental and vision benefits for Town employees and dependents covered on the Town's group health insurance plan. The Town purchases reinsurance to limit the liability from any single participant's claims to \$150,000 per year. The reinsurance also limits the total aggregate insurance claims for all Town employees during any calendar year.

The Human Resources Division, in conjunction with the Town's health insurance consulting firm, McGriff, Seibels & Williams of Texas, Inc. (MSW), requested bids for the Town's specific and aggregate reinsurance coverages. MSW requested quotes from sixteen (16) carriers including the incumbent Blue Cross and Blue Shield of Texas (BCBS). MSW received one quote from the incumbent carrier BCBS. The other fifteen (15) carriers declined to quote due to uncompetitive pricing. The BCBS renewal quote represented a 14.38% increase or approximately \$64,821. The proposed budgeted amount was 15%.

Due to the increase in the number of high dollar medical procedures being performed and the large increase in the number of high dollar prescription drugs coming to market the current industry average stop loss renewal is between 13% and 15% annually.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$515,469

Proposed Expenditure:	Account Number(s):
\$515,469	840-710-17600-5110

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 Application for Stop Loss Coverage as to form and legality.

ATTACHMENTS:

1. 2019 Renewal Analysis
2. Application for Stop Loss Coverage

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

	CURRENT	RENEWAL
Third Party Administrator	BCBS	BCBS
Adminstration Fees		
Medical Administration	\$62.08	\$65.55
Prescription Rebate	(\$30.45)	(\$35.28)
Rx Administration	Included	Included
Dental Administration	\$3.84	\$3.84
PPO Access Fee	Included	Included
Enable Wellbing Mngmt (prev. BCC)	Included	Included
Pre-Certification /Utilization Review	Included	Included
Wellness Fund	\$10,000.00	\$10,000.00
Composite Admin Fee	\$35.47	\$34.11
Total Monthly Admin Fee (193 Employees)	\$18,692.69	\$17,975.97
Annual Admin Fee	\$224,312.28	\$215,711.64
% Increase		-3.83%
Stop Loss Carrier	BCBS	BCBS
SPECIFIC RETENTION	\$150,000	\$150,000
Contract	24/12	24/12
Coverages	Medical & Rx	Medical & Rx
Specific Rates		
Employee 162	\$68.36	\$78.61
Family 365	\$68.36	\$78.61
Specific Monthly Premium	\$36,025.72	\$41,427.47
Specific Annual Premium 527	\$432,308.64	\$497,129.64
Aggregate Rate		
Employee	\$2.90	\$2.90
Aggregate Monthly Premium	\$1,528.30	\$1,528.30
Aggregate Annual Premium	\$18,339.60	\$18,339.60
TOTAL ANNUAL REINSURANCE COST	\$450,648.24	\$515,469.24
% Increase Compared to Current	0.00%	14.38%
AGGREGATE RETENTION		
Contract	24/12	24/12
Coverages	Medical & Rx	Medical & Rx
Maximum Reimbursement	\$1,000,000	\$1,000,000
Aggregate Factors Employee 162	\$1,646.24	\$1,647.96
Aggregate Factors Family 365	\$1,646.24	\$1,647.96
Monthly Attachment Factor	\$867,568.48	\$868,474.92
Annual Attachment Factor 527	\$10,410,821.76	\$10,421,699.04
Total Fixed Costs		
Monthly Fixed Costs	\$56,246.71	\$60,931.74
Annual Fixed Costs	\$674,960.52	\$731,180.88
% Increase	--	8.33%

BlueCross BlueShield
of Texas

APPLICATION FOR STOP LOSS COVERAGE

Employer Group Name: Town of Flower Mound
Employer Group Address: 2121 Cross Timbers Road
City: Flower Mound **State of Situs:** Texas **Zip Code:** 75028
Account Number: 031462
Employer Group Number(s): 031462, 099925, 037207
Current Effective Date of Policy 01/01/2019
Current Policy Period: These specifications are for the Policy Period commencing on 01/01/2019 and ending on 12/31/2019

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Aggregate Stop Loss Coverage: ☒ Yes ☐ No
 If yes, complete items 1 through 9 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

☐ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

☐ Incurred with Run-Out: Claims incurred from _____ to _____
 and Claims paid from _____ to _____

☐ Run-in coverage: Claims incurred from _____ to _____
 and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☒ Renewal of Existing Coverage:

☒ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

☐ Incurred with Run-Out: Claims incurred from _____ to _____
 and Claims paid from _____ to _____

3. Aggregate Stop Loss Coverage shall apply to:

- ☒ Medical Claims
- ☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- ☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____
- ☐ Dental Claims
- ☐ Other (please specify): _____

4. Average Claim Value: 1,318.37 (per Employee per Month)Attachment Factor: 125% of the Average Claim Value

5. Aggregate Claim Liability and Run-Off Claim Liability Factors

- a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Individual and Family Coverage Units for each Month by the following factors:

\$1,647.96 for each Coverage Unit\$1,647.96 for each Family Coverage Unit

*Please use the continuous text field directly below for any other structure (leaving the fields above blank).
Note: you can use the "return" key to create additional rows, if needed:*

- b. Employer's Run-Off Claim Liability shall be calculated by multiplying the sum average of the total of all Coverage Units during each of the three calendar Months immediately preceding termination by the factors shown below. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

\$472.16 for each Coverage Unit\$472.16 for each Family Coverage Unit

*Please use the continuous text field directly below for any other structure (leaving the fields above blank).
Note: you can use the "return" key to create additional rows, if needed:*

6. CAP Arrangement ☐ Yes ☒ No

7. Aggregate Stop Loss Claims

- a. The amount of Paid Claims during the current Policy Period, less:

i. Individual (Specific) Stop Loss Claims

ii. Any claims in excess of the Individual (Specific) Stop Loss Claims per Covered Person per Lifetime Maximum

iii. Any claims in excess of the Individual (Specific) Stop Loss Claims maximum Point of Attachment

that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5.a. above for the current Policy Period.

- b. In the event of termination at the end of a Policy Period, the Final Settlement Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in item A.5.b. above. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be
- \$9,379,544
- .

8. Stop Loss Premium (Select one):

☐ Annual Premium (Due on the first day of the current Policy Period): \$_____.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$2.90 for each Coverage Unit

\$2.90 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

9. The premium is based upon a current membership of 162 Individual Coverage Units and 365 Family Coverage Units.**B. Individual (Specific) Stop Loss Coverage:** ☒ Yes ☐ No

If yes, complete items 1 through 6 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage

2. Stop Loss Coverage Period:

☐ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

☐ Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☒ Renewal of Existing Coverage:

☒ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Individual (Specific) Stop Loss Coverage shall apply to:

☒ Medical Claims

☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager

☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____

☐ Dental Claims

☐ Vision Claims

☐ Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

- a. For NA who is identified by the health identification (ID) number NA, the amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$Unlimited. Such amount shall apply for the current Policy Period.
- b. For each other Covered Person:
The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$150,000 per Covered Person but not to exceed a maximum Point of Attachment of \$ Unlimited per Policy Period. Paid Claims in excess of the maximum point of attachment shall not be eligible to satisfy the Aggregate Point of Attachment. Such amount shall apply for the current Policy Period.
- c. Covered Person per Lifetime Maximum:
The Individual (Specific) Stop Loss Claims shall not exceed Unlimited per Covered Person per Lifetime. Paid Claims in excess of the Covered Person per Lifetime Maximum shall not be eligible to satisfy the Aggregate Point of Attachment.

Point of Attachment ☒ Includes Claim Administrator's Provider Access Fee
☐ Excludes Claim Administrator's Provider Access Fee

5. Stop Loss Premium (select one):

☐ Annual Premium (Due on the first day of the current Policy Period): \$____.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

\$78.61 for each Coverage Unit

\$78.61 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

6. The premium is based upon a current membership of 162 Individual Coverage Units and 365 Family Coverage Units.

Additional Provisions:

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in Application the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Amy Westendorf
Sales Representative

Signature of Authorized Purchaser

Tayyaba Tariq
Name of Underwriter

Title of Authorized Purchaser

Signature of Underwriter

Date

INTERNAL USE ONLY	Date Application approved by Underwriting:
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TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: December 17, 2018

FROM: Matthew Woods, Director of Environmental Services

ITEM: Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$124,800.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town began conducting air monitoring in 2010 on a quarterly basis to assess the ambient air conditions adjacent to gas well operations and other areas in the Town. In 2011, the Town Council directed staff to implement monthly air monitoring at designated sampling points in the Town which has continued through 2017. The reports from the 2010 through 2017 air sampling and pad site monitoring activities have been provided to the Town and are posted on the Town's webpage.

Beginning with the 2016-2017 program proposal, a more detailed gas well pad site monitoring approach was initiated to more effectively assess the conditions on the pad site and identify potential air quality-related issues. For the 2019 program, Modern Geosciences will continue to conduct upwind and downwind monitoring consistent with EPA methodology, near-equipment inspections to evaluate the operational conditions on the pad sites, associated subgrade piping monitoring, and conduct an assessment of the pad site conditions associated with gas well plugging and abandonment processes.

Modern Geosciences has provided an acceptable scope of services for the air sampling and pad site monitoring program, and Modern Geosciences has the necessary experience to perform the requested sampling and analysis. The cost for the monthly monitoring program for 2019 is estimated at \$114,800 with an additional \$10,000 contingency cost in the event an additional monitoring event is needed for a total of \$124,800. The costs associated with the pad site monitoring program are covered by gas well pad site monitoring and inspection fees which are assessed to the pad site operators. The Town Council approved the amended gas well pad site inspection fees in September 2010 to cover certain expenses associated with the gas well inspection and monitoring program which includes the air monitoring evaluations. The current Professional Services Agreement for the Town's monitoring and inspection program expires in December 2018.

FISCAL IMPACT: \$124,800.00

Proposed Expenditure:	Account Number(s):
\$ 93,600.00	100-695-96050-5110 (FY 18-19)
\$ 31,200.00	100-695-96050-5110 (FY 19-20)

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

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
MODERN GEOSCIENCES, LLC.**

This contract is entered into on this 17 day of December, 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 Modern Geosciences, LLC. ("hereinafter referred to as "CONSULTANT") whose address is 5100 Thompson Terrace, Colleyville, Texas 76034.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to conducting monthly gas well pad site air monitoring inspections and post-production inspections in 2019, and provide a final report for each monthly monitoring event to the TOWN; and

WHEREAS, CONSULTANT is an engineering and professional geosciences 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 engineering and professional geosciences 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 pad site monitoring and inspection services for the 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 and Twenty Four Thousand Eight Hundred and no/100 Dollars (\$124,800.00). 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.

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month. Each invoice shall be itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. 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. 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.

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
c/o Ebix BPO
Department 97
PO Box 257
Portland, MI 48875-0257
Fax: 517-647-7900
Email: certsonly@periculum.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 to the extent covered by policy form CG0001 or equivalent, 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.

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.

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 equivalent 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, or nonrenewal, a notice thereof shall be given to TOWN by certified mail to:

Matthew Woods, Director of Environmental Services
Town of Flower Mound

2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6348 Telephone
972-874-6473 Facsimile

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 reduction in coverage or in limits 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 (with the exception of professional liability coverage) 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

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, 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, 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 respondent 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 XVII 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:

Matthew Woods, Director of Environmental Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6348 Telephone
972-874- 6473 Facsimile

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:

Kenneth S. Tramm, PhD, PG, CHMM
Modern Geosciences, LLC.
5100 Thompson Terrace
Colleyville, TX 76034
682-223-1322 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:

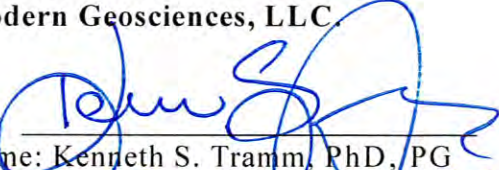
Town Secretary

Approved:

Town Attorney

CONSULTANT:

Modern Geosciences, LLC.

By: 

Name: Kenneth S. Tramm, PhD, PG

Title: General Manager

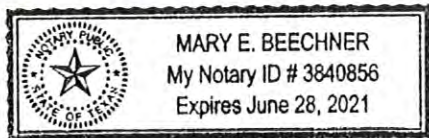
Date Signed: 12-5-18

State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the 5th day of December, 2018, by Kenneth S. Tramm, PhD, PG, in his capacity as Principal of Modern Geosciences, LLC., 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 Modern Geosciences, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF Dec, 2018.



Mary Beechner
Notary Public, State of Texas

My Commission Expires:

6-28-2021



DATE December 5, 2018

PROPOSAL P18159R

ATTN **Mr. Matthew Woods**
Town of Flower Mound
1001 Cross Timbers Road, Suite 2330
Flower Mound, Texas 75208

SUBJECT **Padsite Inspection and Air Monitoring Program - 2019**
Flower Mound, Texas

Dear Mr. Woods:

Modern Geosciences, LLC (Modern) is pleased to submit this this proposal to the Town of Flower Mound (Town) to perform Monthly Padsite Inspection and Air Monitoring in 2018.

The following sections provide our understanding of the proposed project, scope of work, fee and schedule. Modern's consulting services will be conducted in accordance with the scope of services detailed below and Professional Services Agreement (PSA) as provided by the Town.

BACKGROUND AND PROJECT UNDERSTANDING

Modern understands the Town would like to continue detailed padsite inspection and air monitoring in 2018. Prior sampling and monitoring have been completed by the Town since 2010 with individual padsite inspection begun in 2013. Since padsite inspections have been implemented, hundreds of leaks have been identified and addressed by operators, which in turn minimize impact to off-site properties. Dr. Kenneth Tramm with Modern has been the Program Manager since 2010 for the Town and will continue in this capacity.

Our padsite inspection and air monitoring approach includes two distinct steps that will occur simultaneously and produce padsite-specific data to aid in the identification of concerns before significant releases or emissions become a greater concern off the padsite. Modern has worked with the Town to tailor our approach and expand our inspection parameters each year monitoring has been performed. For 2018, expanded elements include the proposed addition of Post-Production Inspection efforts to address possible legacy concerns that may impact future redevelopment of prior padsites after well plugging and equipment decommissioning.



Additional detail on the Fenceline Monitoring and Near-Equipment Inspection is presented below.

Fenceline Monitoring

Modern will continue to perform up and downwind air sampling for each padsite. This will utilize our Gas Chromatograph/Mass Spectrometer (GC/MS) to analyze samples collected upwind and downwind of each padsite for volatile organic compounds (VOCs). Additionally, Modern will deploy high-resolution particulate matter (PM) monitors to evaluate up and downwind levels of PM_{2.5} (fine particles) and PM₁₀ (coarse particles) in addition to a high-resolution hydrogen sulfide meter (3 ppbv detection limit).

GC/MS System

The GC/MS will allow collection of discrete samples analyzed using a modified EPA Method TO-15 or TO-17 for broad range of volatile organic compounds (VOCs). This is consistent with the ambient monitoring approach described below, but will be processed within 12 hours of collection to allow us the ability to respond to concerns in an expedited manner. This approach will yield high resolution data in the low parts per billion.

Particulate Matter

Modern will collect PM data within 60 second intervals to allow multiple observations both up and downwind of padsites. The samples will be analyzed using light-scattering methods to allow differentiation of specific mass sizes. This allows estimation of both coarse and fine particle contribution to ambient air from multiple emission sources that may be present at a padsite (compressor exhaust, diesel engine exhaust, elevated SVOCs). Temperature and humidity will be recorded to allow adjustment to observations as appropriate.

Discrete Meters

Handheld meters (further detailed below) monitoring hydrogen sulfide, VOCs, methane, and radiation will also be utilized at the fenceline locations. Additionally, Modern will record meteorological data such as wind speed, direction, and barometric pressure.

Near-Equipment Inspection

During the monitoring event, Modern will perform an Audio, Visual, and Olfactory (AVO) field inspection as well as record monitoring results with the use of optical gas imaging systems (e.g., FLIR cameras) and handheld meters. The goal of near-equipment inspection activities is to visually evaluate operational conditions of well heads, well connections, flanges, valves, pumps, well head fluids (i.e., corrosion inhibitors), production piping, visible system pressure gauges, separator systems, above-ground storage tanks (i.e., thief hatch, ventilation), fluid disposal transfer points, compressor system connections, chemical storage areas, and identify obvious signs of staining, spills, or releases.

Modern uses a FLIR GF320 Optical Gas Imaging (OGI) system to determine if a potential leak is indicated. When emissions are identified, handheld equipment is used to quantify the emissions for leak determination at the point of release. Our instrumentation includes optical methane sensors (ppmv resolution), radiological survey



meters ($\mu\text{R/hr}$ resolution), photo-ionization detectors (ppbv resolution), and hydrogen sulfide monitors (ppbv resolution).

Our proposed leak definitions are set at either positive visual observation with the OGI equipment, or if accessible, direct measurement for quantification. An example of typical leak definition thresholds are outlined below.

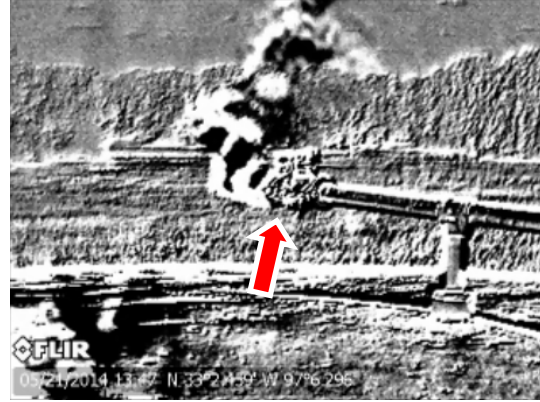
Measured Compound	On-Site Criteria	Fenceline Criteria
Methane	10,000 ppmv ¹	500 ppmv ²
Hydrogen Sulfide (H_2S)	5 ppmv ³	0.08 ppmv ⁴
Total VOCs (tVOCs)	500 ppmv ^{2,5}	5 ppmv ⁶
Radiation (NORM)	50 $\mu\text{R/hr}$ ⁷	20 $\mu\text{R/hr}$ ⁷
Individual VOCs, Ozone, others	OSHA, NIOSH, ACGIH levels	TCEQ Short-term AMCV or ESL, NAAQS
Particulates	PM _{2.5} - 5,000 $\mu\text{g}/\text{m}^3$ ⁸	PM _{2.5} - 35 $\mu\text{g}/\text{m}^3$, ⁹
	PM ₁₀ - 15,000 $\mu\text{g}/\text{m}^3$	PM ₁₀ - 150 $\mu\text{g}/\text{m}^3$, ⁹

1. Utilizes the Interstate Natural Gas Association of America (INGAA) recommended leak definition within their December 4, 2015 response to EPA Docket No. EPA-HQ-OAR-2010-0505 – “Oil and Natural Gas Sector: Emission Standards for New and Modified Sources,” dated September 18, 2015 (80 FR 56593). Also represents 20% of the Lower Explosive Limit. A lower leak definition and additional inspection and reporting may be required at facilities subject to 40 CFR §60 Subpart OOOOa
2. NSPS; 40 CFR Part 40 Subpart OOOOa; Represent half of the American Conference of Governmental Industrial Hygienists (ACGIH) 8-hour threshold limit value (TLV) of 1,000 ppmv (0.1% by volume) set for potential cardiac sensitization and central nervous system depression.
3. 50% NIOSH 10-minute IDLH ceiling (29 CFR 1910.1000 Table Z-2)
4. 30-minute criteria set at 30 TAC §112.31
5. EPA 20102; 40 CFR Part 63 (EPA-HQ-OAR-2010-0505; FRL-RIN 2060-AP76)
6. Used as an indicator elevated VOCs may approach or exceed ambient air quality criteria
7. 16 TAC §4; Environmental Protection, Subchapter F, Oil and Gas NORM; EPA average background criteria established under Document No. 402-R-08-005; April 2008. Reported background ranged from 10 $\mu\text{R/hr}$ to 85 $\mu\text{R/hr}$.
8. Utilizes OSHA Total and Respirable Limits
9. Utilizes the 24-hour Average Criteria set under NAAQS

The above references represent non-ambient conditions that would typically indicate a significant contribution of COC emissions from production equipment. If “new, modified, or reconstructed” equipment as defined within NSPS OOOOa is present on a padsite, the methane (as a part of the VOC definition) leak criteria will be adjusted to match NSPS requirements of 500 ppmv.



Near-Equipment Inspection efforts during a padsite inspection event using an Optical Gas Imaging (OGI) Camera to record a leak.



Example image for a leaking pressure control valve from a tank battery system. The leak is video recorded for the operator to repair.



Example of infrared methane monitoring after a leak has been identified with the OGI equipment.



Example of tagged equipment in need of repair or replacement. Modern can tag each accessible component noted above monitoring goals.

SCOPE OF SERVICES

TASK 1: PADSITE INSPECTION AND FENCELINE AIR MONITORING

Modern will coordinate with Town staff and padsite representatives to obtain access to each of the padsites. Flame Resistant clothing will be worn during access to areas where flammable environments are anticipated. It is anticipated that the services will be performed under Level D safety requirements and no other protective gear is required.



Modern will perform upwind and downwind monitoring by collecting discrete samples for VOC analysis as well as particulate matter evaluation. During the fenceline monitoring events, Modern will also complete Near-Equipment Inspection activities as detailed earlier.

Inspection Schedule

Modern will coordinate with Town staff to inspect each of the padsites every six months (twice annually). We understand Town staff will continue to verify the identified leaks are addressed by the operator, but have anticipated periodic assistance and re-inspections as directed by Town staff. Modern will coordinate with Town staff on the final schedule for inspections and monitoring.

TASK 2: SUBGRADE PIPING INSPECTION

Modern will coordinate with Town staff and padsite representatives to obtain access to the areas of subgrade piping between padsites. Modern will utilize OGI and IR equipment to evaluate known subgrade piping alignments for potential leaks between/at padsites. We understand Town staff will continue to verify the identified leaks are addressed by the operator, but have anticipated periodic assistance and re-inspections as directed by Town staff. Modern will coordinate with Town staff on the final schedule for inspections and monitoring.

TASK 3: MONTHLY REPORTING

The preliminary results of our assessment will be verbally reported during the course of the project. Modern's scope of services for this assessment is based on the production of brief reports issued after each sampling and inspection period. Streamlined reports are proposed and will padsite specific.

The reports will include:

- Results of Near-Equipment inspections and notation of changing conditions identified;
- Results of Fenceline Monitoring and notation of changing conditions identified;
- Subgrade piping inspection results; and
- Findings and Conclusions

The ambient air sampling and monitoring results will be compared to the current Texas Commission on Environmental Quality (TCEQ) Short Term Air Monitoring Comparison Values (AMCVs) and if warranted, additional related risk criteria developed by the TCEQ Toxicology Division and/or other appropriate regulatory entities.



TASK 4: POST-PRODUCTION INSPECTION REPORTING

As padsites are decommissioned and future development contemplated, it is important that final site conditions be confirmed since there is a possibility for subgrade leaks, elevated radiation from NORM-containing scale, and/or other non-compliance items to be identified. Modern has worked with other cities to develop a streamlined process and reporting format to help document if final site conditions suggest a concern for future development. To ensure the final location of all major infrastructure is captured, Modern will bring GPS equipment with sub-foot capability to verify all separators, tanks systems, wells, and other equipment locations.

A contingency cost for the Interim Post-Production Inspection (PPI) (equipment still present) and/or Final PPI (all equipment and planned grading completed and RRC plugging documents submitted). If elevated radiation is noted during the interim effort, this will be communicated to the operator to confirm if removal is still planned or confirmatory sampling pending. If the inspection event follows the completion of all planned padsite activities by the operator, elevated radiation (2x background) will include soil sampling and laboratory analysis for determination of regulatory compliance. Additionally, a Final PPI will include all available close out documents as submitted to the City and RRC.

ESTIMATED BUDGET

Modern will perform the above described scope of services on a unit rate cost (per below) with an annual not-to-exceed budget of **\$124,800**. Additional costs might be incurred if the assumptions presented earlier are not correct or further monitoring assistance is needed outside the above scope. In the event that additional costs and services are required, Modern will notify the town immediately and prepare an estimate of the additional cost. Modern will not exceed the authorized amount until written approval from town has been received. The estimated project budget is summarized in the table below.

MONTHLY PROJECT BUDGET	
TASK 1-3: INSPECTION/REPORTING	
Consulting Labor and Expenses (\$1,250/well x 41 wells x 2 events)	\$102,500
Program Contingency Costs	\$ 10,000
Subtotal:	\$112,500
<i>Monthly Inspection Cost:</i>	<i>\$ 9,375</i>
TASK 4: POST-PRODUCTION INSPECTION	
Interim Field Inspection/Report (\$1,700/ea x 3 estimated)	\$ 5,100
Final Field Inspection/Report (\$2,400/ea x 3 estimated)	\$ 7,200
ANNUAL TOTAL:	\$124,800



PROJECT SCHEDULE

Modern is ready to begin project activities within 10 days of authorization. Each monthly sampling event will include coordination with Town staff and padsite operators (as authorized by Town) so all active padsites are evaluated twice annually.

ASSUMPTIONS AND LIMITATIONS

- Our client will coordinate all access and site personnel/equipment requirements to allow the above scope of services to be executed;
- Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of our profession practicing in the same locality, under similar conditions and at the time the services are performed;
- Our findings and conclusions will be based on the information available for review. This will only include a limited number of observations and data points. It is likely that conditions will vary between or beyond the specific points evaluated. Modern makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. The final report will be submitted electronically. Hard copies can be provided for an additional fee;
- The samples collected as part of these services will represent conditions at the time of sampling only as future conditions can vary based on changing conditions, such as: work schedules of oil and gas exploration, production, and transmission, temperature, weather factors and other industrial activities within the Town; and
- This proposal is valid for a period of 60 days from the date of issuance.

AUTHORIZATION

If this proposal meets your needs please submit provide us written authorization and the PSA as required by the Town. If there is a need for any change in the scope of services described in this proposal, please contact us immediately. Any requested changes may require revision of the proposed fee and schedule. All terms and conditions indicated in this proposal will be considered by both parties to be in effect from the effective date of the executed contract through completion of the project.



CLOSING

We thank you for the opportunity to provide this proposal for environmental services and look forward to working with you on this project. If you have any comments or questions concerning this proposal please contact us at your earliest convenience.

Respectfully submitted,



Kenneth S. Tramm, PhD, PG, CHMM
PROGRAM MANAGER

MODERN GEOSCIENCES

TEXAS REGISTERED GEOSCIENCE FIRM 50411

TEXAS REGISTERED ENGINEERING FIRM F-16201



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: December 17, 2018

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017, and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17, 20-18, 22-18 and 29-18 for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund and the Hotel Occupancy Fund.

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

The year-end budget amendment request allows staff to adjust the financial reports to ensure that expenses do not exceed the approved budget at the departmental level. A discussion of the adjustments being requested in this budget amendment is provided below.

General Fund

Total General Fund expenditures are currently \$2,207,160 below the FY 2017-2018 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

The following department budgets will increase or decrease by the amounts listed.

Town Manager's Office	\$ -
Legislative Services	-
Development Services	-
Community Services	-
Police Services	(75,000)
Financial Services	-
Administrative Services	-
Fire & Emergency Services	75,000
Communications	-
Non-Departmental	-
Public Works	-
Environmental Services	-
	\$ -

General Debt Service Fund

In the General Debt Service Fund, revenues will increase by \$820,450, from \$11,538,421 to \$12,358,871 and expenditures will increase by \$820,450, from \$11,496,965 to \$12,317,415. An \$820,450 increase is due to the Town issuing certificates of obligation bonds for the Library expansion funding in January 2018 from the TIRZ Fund. The first payment was due in September 2018. The increase in revenue is due to the transfer from the TIRZ Fund for this payment.

Utility Fund

In the Utility Fund, two departments require budget adjustments. Total Utility Fund expenditures are currently \$403,937 below the FY 2017-2018 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

Development Services	\$ -
Financial Services	55,000
Non-Departmental Services	-
Public Works	<u>(55,000)</u>
	\$ -

Stormwater Utility Fund

In the Stormwater Utility Fund expenditures are currently \$164,010 above the FY 2017-2018 budgeted expenditures. According to our financial policies, revenues over 16.7% of the ending working capital will be used for capital expenditures. A transfer has been made to comply with the financial policies. (These numbers are preliminary and subject to audit adjustments.)

Development Services	\$ -
Public Works	170,000
Environmental Services	<u>-</u>
	\$ 170,000

Hotel Occupancy Tax Fund

In the Hotel Occupancy Tax Fund, expenditures will increase by \$57,000, from \$225,000 to \$282,000 to comply with the Courtyard by Marriott agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:**Proposed Revenue:**

General Debt Service Fund	<u>\$ 820,450</u>
	<u>\$ 820,450</u>

Proposed Expenditure:

General Debt Service Fund	\$ 820,450
Stormwater Utility Fund	170,000
Hotel Occupancy Fund	<u>57,000</u>
	<u>\$ 1,047,450</u>

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

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2017, AND ENDING ON SEPTEMBER 30, 2018, AS ADOPTED BY ORDINANCE NO. 33-17 AND AMENDED BY ORDINANCE NO. 46-17, 20-18, 22-18 and 29-18, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, GENERAL DEBT SERVICE FUND, UTILITY FUND, STORMWATER UTILITY FUND AND THE HOTEL OCCUPANCY FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, said Annual Budget was amended by Ordinance No. 46-17 on December 18, 2017 and by Ordinance No. 20-18 on June 4, 2018 and by Ordinance No. 22-18 on July 16, 2018 and by Ordinance No. 29-18 on September 17, 2018; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as heretofore adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17, 20-18, 22-18 and 29-18, is hereby amended to provide for adjustments to the General Fund, General Debt Service Fund, Utility Fund, Stormwater Utility Fund and the Hotel Occupancy Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 17th DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

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

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, five departments require budget adjustments. Total General Fund expenditures are currently \$2,207,160 below the FY 2017-2018 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Town Manager's Office	\$ 1,355,499	\$ 1,683,854	\$ 1,683,854	\$ -
Legislative Services	465,385	484,385	484,385	-
Development Services	2,290,850	2,290,850	2,290,850	-
Community Services	9,629,261	9,804,330	9,804,330	-
Police Services	13,465,283	13,723,699	13,648,699	(75,000)
Financial Services	3,610,354	3,511,078	3,511,078	-
Administrative Services	5,686,005	5,973,905	5,973,905	-
Fire and Emergency Services	13,188,451	14,181,858	14,256,858	75,000
Communications	698,229	698,229	698,229	-
Non-Departmental Services	4,959,500	4,959,500	4,959,500	-
Public Works	4,776,599	4,902,599	4,902,599	-
Environmental Services	1,545,247	1,553,247	1,553,247	-
Total	\$ 61,670,663	\$ 63,767,534	\$ 63,767,534	\$ -

REASON FOR ADJUSTING THE GENERAL DEBT SERVICE FUND APPROPRIATION:

In the General Debt Service Fund, revenues will increase by \$820,450, from \$11,538,421 to \$12,358,871 and expenditures will increase by \$820,450, from \$11,496,965 to \$12,317,415. An \$820,450 increase is due to the Town issuing certificates of obligation bonds for the Library expansion funding in January 2018 from the TIRZ Fund. The first payment was due in September 2018. The increase in revenue is due to the transfer from the TIRZ Fund for this payment.

General Debt Service Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
General Debt Service	\$ 11,538,421	\$ 11,538,421	\$ 12,358,871	\$ 820,450
Total	\$ 11,538,421	\$ 11,538,421	\$ 12,358,871	\$ 820,450
Expenditures:				
General Debt Service	\$ 11,496,965	\$ 11,496,965	\$ 12,317,415	\$ 820,450
Total	\$ 11,496,965	\$ 11,496,965	\$ 12,317,415	\$ 820,450

EXHIBIT "A"

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

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, two departments require budget adjustments. Total Utility Fund expenditures are currently \$403,937 below the FY 2017-2018 budgeted expenditures. (These numbers are preliminary and subject to audit adjustments.)

Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Development Services	\$ 473,963	\$ -	\$ -	\$ -
Financial Services	1,630,713	1,630,713	1,685,713	55,000
Non-Departmental Services	11,617,299	11,597,299	11,597,299	-
Public Works	29,644,794	30,232,000	30,177,000	(55,000)
Total	\$ 43,366,769	\$ 43,460,012	\$ 43,460,012	\$ -

REASON FOR ADJUSTING THE STORMWATER UTILITY FUND APPROPRIATION:

In the Stormwater Utility Fund, one department requires a budget adjustment. Total Stormwater Utility Fund expenditures are currently \$164,010 above the FY 2017-2018 budgeted expenditures. According to our financial policies, revenues over 16.7% of the ending working capital will be used for capital expenditures. A transfer has been made to comply with the financial policies. (These numbers are preliminary and subject to audit adjustments.)

Stormwater Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Development Services	\$ 146,027	\$ -	\$ -	\$ -
Public Works	1,366,062	1,512,089	1,682,089	170,000
Environmental Services	86,600	86,600	86,600	-
Total	\$ 1,598,689	\$ 1,598,689	\$ 1,768,689	\$ 170,000

EXHIBIT "A"

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

REASON FOR ADJUSTING THE HOTEL OCCUPANCY FUND APPROPRIATION:

In the Hotel Occupancy Tax Fund, expenditures will increase by \$57,000, from \$225,000 to \$282,000 to comply with the Courtyard by Marriott agreement.

<u>Hotel Occupancy Tax Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Economic Development Incentives	\$ -	\$ 225,000	\$ 282,000	\$ 57,000
Total	\$ -	\$ 225,000	\$ 282,000	\$ 57,000



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: December 17, 2018

FROM: Kay Wilkinson, Budget Officer

ITEM: 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 amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as adopted by Resolution No. 15-17 and amended by Resolution No. 26-17.

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

The attached budget amendment represents an adjustment of the FY 2017-2018 Fire District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

The year-end budget amendment request allows staff to adjust the financial reports to ensure that expenses do not exceed the approved budget at the departmental level.

The Fire District Fund expenditures will increase by \$128,000 from \$3,096,579 to \$3,224,579. The expenditure increase is due to personnel costs.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$128,000

Proposed Expenditure:	Account Number(s):
\$128,000	Fund 319-Fire District

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

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

ATTACHMENTS:

1. Proposed Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING THE BUDGET FOR THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018, AS ADOPTED BY RESOLUTION NO. 15-17 AND AMENDED BY RESOLUTION NO. 26-17; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 344.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and

WHEREAS, said Fire District Budget was adopted by Resolution No. 15-17 on September 18, 2017; and

WHEREAS, said Fire District Budget was amended by Resolution No. 26-17 on December 18, 2017; and,

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Fire District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY 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, THAT:

SECTION 1

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

SECTION 2

The Fire District Budget, for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as heretofore adopted by Resolution No. 15-17 and amended by Resolution No. 26-17, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said amended budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

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

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 17th DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Fire Control, Prevention, and Emergency Medical Services District
Amended Budget
Fiscal Year 2017-2018**

REASON FOR ADJUSTING THE FIRE DISTRICT FUND APPROPRIATION:

The Fire District Fund, expenditures will increase by \$128,000 from \$3,096,579 to \$3,224,579, to increase personnel costs.

Fire District Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Fire & Emergency Services	\$ 2,959,737	\$ 3,096,579	\$ 3,224,579	\$ 128,000
Total	\$ 2,959,737	\$ 3,096,579	\$ 3,224,579	\$ 128,000



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: December 17, 2018

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2018 and ending on September 30, 2019, as adopted by Ordinance No. 30-18 for adjustments to the General Fund, Utility Fund and Vehicle and Equipment Replacement Fund.

BACKGROUND INFORMATION: The attached budget amendment represents the first proposed adjustment of the FY 2018-2019 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment is to re-appropriate the balances of outstanding purchase orders for items or services, totaling \$111,171 for the General Fund, \$7,500 for the Utility Fund and \$281,863 for the Vehicle Replacement Fund, ordered but not received by September 30, 2018.

Also included in this amendment is \$62,500 in the General Fund for economic development. This is the budget balance remaining for economic development funding, which is utilized to incentivize desirable projects to choose Flower Mound. All economic development incentives must be approved by the Town Council after a public hearing. Maintaining the funds in this manner will allow the Town to better compete with surrounding municipalities that have sales tax dedicated for economic development or other funding mechanisms that the Town does not have.

Several Facilities Management projects budgeted in FY 17-18 were unable to be completed during the fiscal year. Included in this amendment is \$150,000 for Community Activity Center fitness floor screening border, Central Fire Station furniture for expanded administration area and replacement of the emergency generator, Fire Station 2 installation of washer/extractor and dryer, Fire Station 3 renovation of the community room.

The Information Technology division budget will increase by \$75,000 to fund the needed upgrade to the Town's TRAKiT software that was originally budgeted for during FY 17-18.

Financial Services budget will increase by \$72,800 for the home improvement incentive program that has previously been budgeted but not paid out. FY 17-18 was the first year payments were made for the program.

Police Services budget will increase by \$258,450 for a Sergeant position in the schools, an increase in racial profiling audit and a new K-9.

Intergovernmental revenue is expected to increase \$88,104 for reimbursement from LISD for the School Sergeant.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$931,180

Proposed Revenue:	Account Number(s):
<u>\$88,104</u>	100-4605 Intergovernmental Revenue
\$88,104	
Proposed Expenditure:	Account Number(s):
\$ 729,921	Fund 100 General Fund
7,500	Fund 200 Utility Fund
<u>281,863</u>	Fund 565 Vehicle Replacement Fund
\$ 1,019,284	

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

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

ATTACHMENTS:

1. Proposed Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2018, AND ENDING ON SEPTEMBER 30, 2019, AS ADOPTED BY ORDINANCE NO. 30-18, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, AND VEHICLE AND EQUIPMENT REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 30-18 on September 17, 2018; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019, as heretofore adopted by Ordinance No. 30-18, is hereby amended to provide for adjustments to the General Fund, Utility Fund, and Vehicle and Equipment Replacement Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS 17th DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2018-2019**

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, revenues will increase by \$88,104 from \$66,103,479 to 66,191,583 and expenditures will increase by \$729,921, from \$68,250,344 to \$69,980,265; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2018. Included in the General Fund is \$62,500 for economic development, \$75,000 to fund the needed upgrade to the Town's TRAKiT software that was originally budgeted for during FY 17-18, \$72,800 for the home improvement incentive program, \$258,450 for a Sergeant position in the schools, an increase in racial profiling audit and a new K-9 and \$150,000 for Facilities Management projects that were unable to be completed during the 2017-2018 fiscal year.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 54,769,342	\$ 54,769,342	\$ 54,769,342	\$ -
Charges for services	3,062,000	3,062,000	3,062,000	-
Licenses and permits	2,603,550	2,603,550	2,603,550	-
Fines and forfeits	1,222,835	1,222,835	1,222,835	-
Investment earnings	120,000	120,000	120,000	-
Intergovernmental Revenue	807,707	807,707	895,811	88,104
Other revenue	3,518,045	3,518,045	3,518,045	-
Total	\$ 66,103,479	\$ 66,103,479	\$ 66,191,583	\$ 88,104
Expenditures:				
Town Manager's Office	\$ 1,697,270	\$ 1,697,270	\$ 1,769,770	\$ 72,500
Legislative Services	485,725	485,725	485,725	-
Development Services	2,092,440	2,092,440	2,092,440	-
Community Services	8,264,302	8,264,302	8,264,302	-
Library Services	1,781,570	1,781,570	1,781,570	-
Police Services	15,433,897	15,433,897	15,692,347	258,450
Financial Services	3,669,149	3,669,149	3,741,949	72,800
Administrative Services	6,601,334	6,601,334	6,852,505	251,171
Fire and Emergency Services	16,145,597	16,145,597	16,145,597	(0)
Community Relations	726,680	726,680	726,680	-
Non-Departmental Services	4,562,065	4,562,065	4,562,065	-
Public Works	5,228,290	5,228,290	5,303,290	75,000
Environmental Services	1,562,025	1,562,025	1,562,025	-
Total	\$ 68,250,344	\$ 68,250,344	\$ 68,980,265	\$ 729,921

EXHIBIT "A"

**Town of Flower Mound
Amended Budget
Fiscal Year 2018-2019**

REASON FOR ADJUSTING THE UTILITY FUND APPROPRIATION:

In the Utility Fund, expenditures will increase by \$7,500, from \$44,702,020 to \$44,709,520; to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2018.

Utility Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Development Services	\$ -	\$ -	\$ -	\$ -
Financial Services	1,712,285	1,712,285	1,712,285	-
Non-Departmental Services	11,418,350	11,418,350	11,418,350	-
Public Works	31,571,385	31,571,385	31,578,885	7,500
Total	\$ 44,702,020	\$ 44,702,020	\$ 44,709,520	\$ 7,500

REASON FOR ADJUSTING THE VEHICLE AND EQUIPMENT REPLACEMENT FUND APPROPRIATION:

In the Vehicle and Equipment Replacement Fund, expenditures will increase by \$281,863, from \$1,575,000 to \$1,856,863, to re-appropriate funds budgeted in prior years for outstanding purchase orders at September 30, 2018.

Vehicle & Equipment Replacement Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Vehicles & Equipment	\$ 1,575,000	\$ 1,575,000	\$ 1,856,863	\$ 281,863
Total	\$ 1,575,000	\$ 1,575,000	\$ 1,856,863	\$ 281,863



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: December 17, 2018

FROM: Kay Wilkinson, Budget Officer

ITEM: 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 amending 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, as adopted by Resolution No. 19-18.

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

The attached budget amendment represents an adjustment of the FY 2018-2019 Crime District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

This budget amendment is to re-appropriate the balances of outstanding purchase orders for Items or services ordered but not received by September 30, 2018 and for emergency vehicle wireless data device replacements.

In the Crime District Fund, expenditures will increase by \$44,490.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$44,490

Proposed Expenditure:	Account Number(s):
\$ 44,490	Fund 318 Crime District Fund
\$ 44,490	

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

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

ATTACHMENTS:

1. Proposed Resolution

RECOMMENDATION: Move to approve as presented in the agenda caption.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND CRIME CONTROL AND PREVENTION DISTRICT, AMENDING 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, AS ADOPTED BY RESOLUTION NO. 19-18; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Crime Control and Prevention District (Crime District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 363.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Crime District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Crime District for the fiscal year beginning October 1, 2018, and ending September 30, 2019; and

WHEREAS, said Crime District Budget was adopted by Resolution No. 19-18 on September 17, 2018; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Crime District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY 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, THAT:

SECTION 1

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

SECTION 2

The Crime District Budget, for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019, as heretofore adopted by Resolution No. 19-18, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said amended budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

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

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 17th DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Crime Control and Prevention District
Amended Budget
Fiscal Year 2018-2019**

REASON FOR ADJUSTING THE FIRE DISTRICT FUND APPROPRIATION:

The Crime District Fund, expenditures will increase by \$44,490 from \$3,489,401 to \$3,533,891, to re-appropriate the balances of outstanding purchase orders for Items or services ordered but not received by September 30, 2018 and for emergency vehicle wireless data device replacements.

<u>Crime District Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Police Services	\$ 3,489,401	\$ 3,489,401	\$ 3,533,891	\$ 44,490
Total	\$ 3,489,401	\$ 3,489,401	\$ 3,533,891	\$ 44,490



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: December 17, 2018

FROM: Kay Wilkinson, Budget Officer

ITEM: 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 amending 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, as adopted by Resolution No. 20-18.

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

The attached budget amendment represents an adjustment of the FY 2018-2019 Fire District Budget. According to Section 12 of Resolution No. 06-08, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures."

This budget amendment is for additional funding for a 107' ladder truck due to quotes coming in higher than expected and for emergency vehicle wireless data device replacements.

In the Fire District Fund, expenditures will increase by \$70,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$70,000

Proposed Expenditure:	Account Number(s):
\$ 70,000	Fund 319 Fire District Fund
\$ 70,000	

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

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

ATTACHMENTS:

1. Proposed Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ACTING AS THE BOARD OF DIRECTORS OF THE TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, AMENDING 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, AS ADOPTED BY RESOLUTION NO. 20-18; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council acting as the Board of Directors of the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) has adopted procedures for adopting and amending a budget that are different from the procedures outlined in Texas Local Government Code Section 344.204, as permitted by such section; and

WHEREAS, the Town Council acting as the Board of Directors of the Fire District caused to be filed with the Town Secretary, in accordance with the procedures adopted therefore, a budget to cover all proposed expenditures of the Fire District for the fiscal year beginning October 1, 2018, and ending September 30, 2019; and

WHEREAS, said Fire District Budget was adopted by Resolution No. 20-18 on September 17, 2018; and

WHEREAS, after approval of said Resolution, unexpected needs have arisen which require amendment of the Fire District Budget adopted thereby.

NOW, THEREFORE, BE IT RESOLVED BY 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, THAT:

SECTION 1

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

SECTION 2

The Fire District Budget, for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019, as heretofore adopted by Resolution No. 20-18, is hereby amended to provide for adjustments as shown in Exhibit "A", attached hereto and incorporated herein.

SECTION 3

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

SECTION 4

The Town Manager shall file or cause to be filed three (3) true and correct copies of said amended budget, along with this Resolution, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas and one (1) true and correct copy of same in the office of the County Clerk of Tarrant County, Texas.

SECTION 5

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

SECTION 6

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

DULY PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 17th DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

**Town of Flower Mound
Fire Control, Prevention, and Emergency Medical Services District
Amended Budget
Fiscal Year 2018-2019**

REASON FOR ADJUSTING THE FIRE DISTRICT FUND APPROPRIATION:

The Fire District Fund, expenditures will increase by \$70,000 from \$3,054,880 to \$3,124,880, for additional funding for a 107' ladder truck due to quotes coming in higher than expected and for emergency vehicle wireless data device replacements.

Fire District Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Expenditures:				
Fire & Emergency Services	\$ 3,054,880	\$ 3,054,880	\$ 3,124,880	\$ 70,000
Total	\$ 3,054,880	\$ 3,054,880	\$ 3,124,880	\$ 70,000



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: December 17, 2018

FROM: Jon Olson, Meter Services Manager

ITEM: **Consider the approval of an annual contract for the purchase of water meters and meter reading equipment, on an as-needed basis, to Neptune Technology Group, Incorporated.**

BACKGROUND INFORMATION: The Town is currently under Bid Contract 2015-5 for the purchase of water meters and meter reading equipment through Neptune Technologies Group, Inc., which will expire on January 1, 2019. The current contract was the result of a bid solicitation issued in 2014. Neptune Technology was the only company who submitted a bid to meet the spec standards and the requirement to interface with the Tyler Technologies System and Neptune's N-Sight meter reading software.

Neptune is the sole manufacturer of the water meters and meter reading equipment that the Town standardized on and this equipment has been installed throughout the Town since 1993. Neptune has held the pricing firm since November 2013 and is requesting a modest price increase of 3.0% of the 8.2% allowed by the Consumer Price Index. This new contract will be renewable annually upon written agreement between both parties and the estimated annual expenditure is \$504,680.

FISCAL IMPACT: \$504,680

Proposed Expenditure:	Account Number(s):
\$504,680	200-650-52200-2100

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

LEGAL REVIEW: Alicia Kreh of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality. Bryn Meredith approved entering into contract with sole manufacturer.

ATTACHMENTS:

1. Contract No. 2019-22-A

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

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
Contract No. 2019-22-A**

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

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Water Meters and Meter Reading Equipment Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period is for twelve (12) months from date of award of contract. All pricing is to remain firm during the contract period. After the Initial Term, this Agreement shall auto renew upon written agreement between both parties for an additional one-year term. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Attachment A.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within 30 days after receipt of the invoice for the previous month's service.
7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitted a request in written form to the Purchasing

Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustments shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

- a. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- b. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.
- c. The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants from employment and employees as the law may require.

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

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to

cooperate and provide any information requested by Town in connection with the completion of the Services.

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

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

17. TOWN APPROVAL FOR ADDITIONAL WORK. No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

- a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

18. DAMAGE. In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

19. TOWN OBJECTION TO PERSONNEL. If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted

to reflect any difference in the Contractor's costs occasioned by such substitution.

20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

21. **ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

22. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

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

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

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

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

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

AGREED TO BY:

Neptune Technology Group, Inc.

By:_____

Name:_____

Title:_____

Date:_____

TOWN OF FLOWER MOUND, TEXAS

By:_____

Mayor Steve Dixon

Date:_____

NEPTUNE WATER METERS				PRICE	QTY	TOTAL
5/8X3/4	T-10 PRO-READ US GAL 6 WHEEL	W/PIGTAIL WIRE		N/A	500	N/A
1	T-10 PRO-READ US GAL 6 WHEEL	W/PIGTAIL WIRE		N/A	25	N/A
1.5"	T-10 PRO-READ US GAL 6 WHEEL		W/FLG KIT	N/A	1	N/A
1.5"	HPT PRO-READ US GAL 6 WHEEL		W/FLG KIT	N/A	1	N/A
2	T-10 PRO-READ US GAL 6 WHEEL		W/FLG KIT	N/A	1	N/A
2	HPT PRO-READ US GAL 6 WHEEL		W/FLG KIT	N/A	1	N/A
3	TRU-FLO PRO-READ US GAL 6 WHL		W/FLG KIT	N/A	1	N/A
4	TRU-FLO PRO-READ US GAL 6 WHL		W/FLG KIT	N/A	1	N/A
6	TRU-FLO PRO-READ US GAL 6 WHL		W/FLG KIT	N/A	1	N/A
	R900V4 RADIO READ UNIT			\$111.24	500	\$55,620.00
5/8X3/4	T-10 R900I DL US GAL	W/STUB ANTENNA		\$190.55	1500	\$285,825.00
1	T-10 R900I DL US GAL	W/STUB ANTENNA		\$262.65	75	\$19,698.75
1.5"	T-10 R900I DL US GAL	W/STUB ANTENNA	W/FLG KIT - 4 bolts, 4 nuts, 4 washers, 2 gaskets, 1 flange	\$409.94	25	\$10,248.50
1.5"	HPT R900I DL US GAL	W/STUB ANTENNA	W/FLG KIT - 4 bolts, 4 nuts, 4 washers, 2 gaskets, 1 flange	\$566.50	25	\$14,162.50
2	T-10 R900I DL US GAL	W/STUB ANTENNA	W/FLG KIT - 4 bolts, 4 nuts, 4 washers, 2 gaskets, 1 flange	\$503.67	25	\$12,591.75
2	HPT R900I DL US GAL	W/STUB ANTENNA	W/FLG KIT - 4 bolts, 4 nuts, 4 washers, 2 gaskets, 1 flange	\$592.25	25	\$14,806.25
2	TRU-FLO R900I COMPOUND US GAL	W/20' ANTENNA	W/FLG KIT - 4 bolts, 4 nuts, 4 washers, 2 gaskets, 1 flange	\$1,529.55	1	\$1,529.55
3	TRU-FLO R900I COMPOUND US GAL	W/20' ANTENNA	W/bolt & gaskets kit – no flange	\$1,783.96	1	\$1,783.96
3	HPT R900I DL US GAL	W/20' ANTENNA	W/bolt & gaskets kit – no flange	\$963.05	1	\$963.05

4"	TRU-FLO R900I COMPOUND US	W/20' ANTENNA	W/bolt & gaskets kit – no flange	\$2,428.74	1	\$2,428.74
4"	HPT R900I DL US GAL	W/20' ANTENNA	W/bolt & gaskets kit – no flange	\$1,215.40	1	\$1,215.40
6"	TRU-FLO R900I COMPOUND US	W/20' ANTENNA	W/bolt & gaskets kit – no flange	\$3,553.50	1	\$3,553.50
3"	FIRE HYDRANT METERS US GAL 6	(no gate valve)		\$849.75	1	\$849.75
1.5/2"	HPT PRO-READ US GAL 6WHL UME	W/PIGTAIL WIRE		\$438.37	50	\$21,918.50
	R900I DL REGISTERS	W/STUB ANTENNA		\$164.80	100	\$16,480.00

METER READING EQUIPMENT AND METER PARTS LIST		PRICE	QTY	TOTAL
MOBILE DATA COLLECTOR	MRX920V3	\$5,150.00	1	\$5,150.00
TRIMBLE NOMAD B W/BELT CLIP RF RECEIVER		\$5,459.00	4	\$21,836.00
TRIMBLE NOMAD CHARGING & COMM CRADLE		\$309.00	4	\$1,236.00
TRIMBLE NOMAD PROGRAMMING MOUSE		\$515.00	4	\$2,060.00
TRADE-IN ALLOWANCE	CE5320 HAND HELDS	N/A	3	N/A
NEPTUNE WATER METER PARTS	PERCENTAGE OFF LIST	36%		

CUSTOMER SUPPORT AND METER READING EQUIPMENT MAINTENANCE				PRICE	QTY	TOTAL
12 MONTHS	ADVANTANGE II COMPLETE	AG0677	12517-300	Under contract	1	Under contract
12 MONTHS	ADVANTANGE II COMPLETE	AG0705	12517-300	Under contract	1	Under contract
12 MONTHS	ADVANTANGE II COMPLETE	AG0711	12517-300	Under contract	1	Under contract
12 MONTHS	ADVANTANGE II COMPLETE	AG6399	12517-300	Under contract	1	Under contract
12 MONTHS	TRIMBLE NOMAD CHARGING AND COMM CRADLE	(new handhelds)		Not available	1	Not available
12 MONTHS	TRIMBLE NOMAD CHARGING AND COMM CRADLE	(new handhelds)		Not available	1	Not available
12 MONTHS	TRIMBLE NOMAD CHARGING AND COMM CRADLE	(new handhelds)		Not available	1	Not available
12 MONTHS	TRIMBLE NOMAD CHARGING AND COMM CRADLE	(new handhelds)		Not available	1	Not available
12 MONTHS	TRIMBLE NOMAD B W/BELT CLIP RF RECEIVER	(new handhelds)		\$750.00	1	\$750.00
12 MONTHS	TRIMBLE NOMAD B W/BELT CLIP RF RECEIVER	(new handhelds)		\$750.00	1	\$750.00
12 MONTHS	TRIMBLE NOMAD B W/BELT CLIP RF RECEIVER	(new handhelds)		\$750.00	1	\$750.00
12 MONTHS	TRIMBLE NOMAD B W/BELT CLIP RF RECEIVER	(new handhelds)		\$750.00	1	\$750.00
12 MONTHS	MRX920V2 ASSEMBLY COMPLETE	MRX0446V2	13120-000	Under contract	1	Under contract
12 MONTHS	MRX920V2 ASSEMBLY COMPLETE	MRX0719V2	13120-000	Under contract	1	Under contract
12 MONTHS	MRX920V2 ASSEMBLY COMPLETE	MRX0788V2	13120-000	Under contract	1	Under contract
12 MONTHS	HOST SOFTWARE <50,000 SERVICES	N_SIGHT MOBILE-FLC	12661-100	Under contract	1	Under contract
12 MONTHS	POCKET PROREADER RF	PRF2693	12110-100	Under contract	1	Under contract
12 MONTHS	POCKET PROREADER RF	PRF3494	12110-100	Under contract	1	Under contract
12 MONTHS	POCKET PROREADER SYSTEM	SPP0113	12123-000	Under contract	1	Under contract



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: December 17, 2018

FROM: Jon Olson, Meter Services Manager

ITEM: Consider approval of an Ordinance amending Appendix A “Fee Schedule,” referenced in Chapter 70, “Utilities,” Section 70-56(d), entitled “Water Meter Fee Schedule,” of the Code of Ordinances of the Town of Flower Mound, Texas, by increasing the water meter fees.”

BACKGROUND INFORMATION: Due to changes in the Town of Flower Mound’s cost to procure water meters, staff recommends amending the Water Meter Fee Schedule of Appendix A. The new fees will reflect the renewal of contract 2019-22-A “Water Meters and Meter Reading Equipment,” also being proposed to Town Council on December 17, 2018.

An annual estimated expenditure of \$122,775 is recovered by the water meter fee revenue through the builder meter sets; therefore there is not an impact on the budget.

FISCAL IMPACT: \$122,775

Proposed Expenditure:	Account Number(s):
\$122,775.	200-650-52200-2100

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

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

ATTACHMENTS:

1. Proposed Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," REFERENCED IN CHAPTER 70, "UTILITIES," SECTION 70-56(d), ENTITLED "WATER METER FEE SCHEDULE," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY INCREASING THE WATER METER FEES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter adopted November 3, 1981; and

WHEREAS, the Town possesses all the rights, powers, and authority possessed by a home rule municipality pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the Town's Home Rule Charter, to regulate utility meter services and the fees for services provided; and

WHEREAS, Appendix A "Fee Schedule," Chapter 70, "Utilities," referenced in Subsection (d) of Section 70-56, of the Code of Ordinances of the Town of Flower Mound, Texas, establishes a "Water Meter Fee Schedule," for the Town; and

WHEREAS, due to changes in the Town's cost to procure water meters, the Town has determined that it is necessary to amend Appendix A, Chapter 70, Section 70-56(d) "Water Meter Fee Schedule."

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

SECTION 1

That Appendix A of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by amending the schedule of fees corresponding to Chapter 70, "Utilities," Section 70-56(d) "Water Meter Fee Schedule" to read as follows:

“Chapter 70. Utilities.

<i>Code Section Number</i>	<i>Description</i>
70-56(d)	Water meter fee schedule

Water Meter Size			Water Meter Fee	Admin./ parts Fee	Total
5/8x3/4	T-10	R900i DL	\$ 190.55	40.00	\$ 230.55
1"	T-10	R900i DL	262.65	40.00	302.65
1.5"	T-10	R900i DL	409.94	40.00	449.94
1.5"	HPT	R900i DL	566.50	40.00	606.50
2"	T-10	R900i DL	503.67	40.00	543.67
2"	HPT	R900i DL	592.25	40.00	632.25
2"	COMPOUND	R900i DL	1,529.55	40.00	1,569.55
3"	COMPOUND	R900i DL	1,783.96	40.00	1,823.96
3"	HPT	R900i DL	963.05	40.00	1,003.05
4"	COMPOUND	R900i DL	2,428.74	40.00	2,468.74
4"	HPT	R900i DL	1,215.40	40.00	1,255.40
6"	COMPOUND	R900i DL	3,553.50	40.00	3,593.50

SECTION 2

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

SECTION 3

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

SECTION 4

This Ordinance shall take effect after the date of its passage and publication and the rates herein established shall take effect beginning January 01, 2019, as provided by the laws of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 17TH DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: December 17, 2018

FROM: Jaime Jaco-Cooper, Senior Center Manager

ITEM: **Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Elite Chef Competition fundraiser.**

BACKGROUND INFORMATION: Mary Kay Walker with the SIM Auxiliary, Inc. is requesting approval from the Town Council to serve wine at their Elite Chef Competition fundraiser on Thursday, January 31, 2019, from 6:00 – 8:00 p.m. at the Flower Mound Senior Center.

The SIM Auxiliary (SIMA) was formed in 2009 as a 501(c)3 to support Flower Mound seniors and the Town's Seniors In Motion Program. SIMA has raised and contributed over \$100,000, which has been used to purchase equipment, furniture, and help offset the cost of the new accessible bus for the Town's senior program.

The Elite Chef Competition is an exciting event for SIM members and is also open to the general public. For this event, SIMA partners with four local businesses who each donate a chef and tasting-servings for 200 people. During the event, four chefs will do cooking demonstrations and prepare small plates for each guest to sample. Guests will get to sample each dish while the chefs are performing their demonstrations. Each guest will vote for their favorite dish, and the winning chef will receive the Elite Chef Trophy. Guests will purchase a ticket for \$20 which will include appetizers, wine, and beverages. SIMA previously held this event at the Flower Mound Senior Center in 2015, 2017, and 2018. The previous Elite Chef Competition fundraiser brought in \$7,500 for the Flower Mound Seniors In Motion Program.

During the fundraiser, a TABC licensed server will be onsite to serve wine, as well as monitor participant consumption to ensure that no one is overserved. There will be enough wine for two servings per person registered for the event. SIMA will take on the risk and liability of providing the alcohol at the event. The Town will be named as an additional insured on their liability insurance. No one under 21 will be admitted access to the event.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council can deny the request and the SIM Auxiliary can work with Town staff to host their event without offering alcoholic beverages.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENT:

1. SIMA Elite Chef Flyer

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



ELITE CHEF COMPETITION

Thursday, Jan. 31 at 6 p.m.

\$20 per person

SIMA and Seniors In Motion invites you to this unique culinary experience! Four local, professional chefs will compete by demonstrating and preparing their best dishes. Audience members will sample each dish and vote for their favorite. The chef with the most votes will be crowned the Elite Chef. Ticket price includes appetizers, four tasting dishes, and beverages. All proceeds will be donated to SIMA, benefiting the Flower Mound Seniors In Motion program.



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: December 17, 2018

FROM: Sue Ridnour, Director of Library Services

ITEM: **Consider approval of a consulting contract with Carson Block Consulting INC to provide technology consulting services to the Library and authorize the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: A decision package was approved in FY2018-19 to retain a library technology consultant to help write a library technology plan. This plan is required by the State Library of Texas for accreditation. The existing plan is very out of date. After conferring with the Town's Information Technology department, it was determined that retaining a technology consultant who works exclusively with libraries would be the best route for determining a technological vision and direction for library services. Deliverables specified in the contract include a list of urgent technology needs and recommendations to address them; a list of strategic (but non-urgent) items to be used as a basis for the technology plan; and a written plan with goals, objectives, timeframes, and evaluative measures.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$18,000

Proposed Expenditure:	Account Number(s):
\$18,000	100-635-32000-5110

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

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

ATTACHMENTS:

1. Library consultant contract

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

**BASE CONTRACT FOR LIBRARY CONSULTANT SERVICES TO PERFORM
TECHNOLOGY PLANNING FOR THE FLOWER MOUND PUBLIC LIBRARY
(TEXAS)**

This Consulting Agreement is made as of December 17, 2018 between

Town of Flower Mound Public Library
3030 Broadmoor Lane
Flower Mound, TX 75022
Hereinafter referred to as "Town" or "Library"

and

Carson Block
Carson Block Consulting INC
2913 Michener Court
Fort Collins, CO 80526
hereinafter referred to as "Consultant"

(Individually "Party" and jointly "Parties")

This Base Contract, plus all Attachments hereto shall collectively be referred to hereinafter as the "**Contract**". In the event of direct conflict between documents comprising this Contract, the following order of precedence shall apply: 1) Base Contract; 2) Attachment "A" "General Conditions"; 3) Attachment "B" Payment Milestones Schedule, 4) Attachment "C" Scope of Work.

Witnesseth that:

WHEREAS, the Parties are desirous of entering into the Contract for the provision of consulting services by Consultant to Library; and

WHEREAS, the Parties agree to perform the Work, as specifically described herein, and the duties and obligations as otherwise described in this Contract.

NOW THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained herein, the Parties agree as follows:

1) Scope of Work

- A. Subject to the terms of this Agreement, including all Attachments hereto, Town engages Consultant for the purpose of providing professional services

and consultation to Library as described herein and as requested by Library in writing as mutually agreed by the Parties, including the following; all of which shall individually and collectively be referred to as the "Work."

- B. Subject to the terms and conditions set forth herein, the Town engages Consultant for the purpose of performing Technology Planning.
- C. Consultant shall perform duties as described in Attachment C: Scope of Work
- D. The Library shall:
 - 1. Provide to Consultant, at no expense to Consultant, research data and written reports as may be required by Consultant for purposes related to the Work. Such research data and written reports, when extant, will be provided in electronic format compatible with Microsoft Word or Microsoft Excel, as appropriate to the content.
 - 2. Arrange and provide for, at no expense to Consultant, temporary use of suitable workspace within Library and for unscheduled use of copiers and/or copy service and the like as may be required to further improve the effectiveness of the project, provided that such usage is understood to be on a noninterference basis.
 - 3. Arrange for Consultant to receive in a timely manner access to all plans, records, and other pertinent information from Library files that will be of assistance to the Work. Provide to Consultant copies of pertinent documents. Provide staff assistance to Consultant for the interpretation of data, reports, surveys, information, lists, and other documents, files, and information pertinent to the Work.
 - 4. Arrange for Consultant to meet, at times and locations consistent with the Work and with Consultant availability, with certain individuals and groups of individuals from the Library, and other individuals, groups and organizations associated with the Work. Such arrangements will include the issuance of invitations, provision of meeting room facilities, any needed amenities, easels and pads for the purpose of recording attendee comments, and other items and/or assistance as may be required for logistical purposes.
 - 5. Arrange for timely and suitable completion and approval of all items requiring action by Library so as to enable timely progress of the Work.
- D. It is contemplated that Consultant will make 2-3 site visits as part of the process described in Attachment C: Scope of Work. A mutually acceptable project schedule, including site visits and completion of primary tasks, will be established within thirty (30) days of contract signing. If any subsequent changes to the Work or the schedule are contemplated, the Parties recognize that such modifications may also result in the modification of certain tasks set forth herein and the costs contemplated by Consultant. If modifications are not practical within the schedule and/or project costs provided for herein, the

Parties shall then consider modifications to these provisions.

2) Term

The services called for under this Contract shall commence on the date first above entered and terminate on the date of payment by Library to Consultant for services rendered under this Contract. The Parties anticipate completion of Work and all payment by Town to Consultant shall occur no later than June 30, 2019 and the Parties shall act in good faith and expediently to meet this anticipated completion date.

3) Consideration and Compensation

A. Base Project Fees.

As consideration and payment for such services as herein provided, Library shall pay to Consultant for Base Project Fees a lump professional services fee of eighteen thousand dollar (\$18,000) which includes expenses, for services rendered as set forth in Section One (1) "Scope of Work" of this Contract and as otherwise provided herein. Payment shall be made to Consultant following Consultant's completion of milestones as described in Attachment B Payment Milestones Schedule of this Contract and as otherwise provided herein and upon Library review and approval of said rendered services.

The Town shall make fee payments to Consultant in accordance with the provisions in Attachment 'B' "Payment Milestones Schedule."

B. Additional Services Fees

Additional services approved by Town and rendered by Consultant, if any, shall be compensated at the rate of one thousand six-hundred dollars per day (\$1,600) or two hundred dollars per hour (\$200). Additional services, if any, must be in writing and agreed to by Parties before additional work is started.

C. Reimbursable Expenses

Expenses have been included in the base fee schedule. If additional services are required by the library, the library agrees to reimburse Consultant at cost for reasonable expenses, including travel as approved by Library when Consultant is required to travel to the Library service area for any site visits related to any additional services.

D. Invoice

Consultant shall send its application for payment to

Sue Ridnour
Flower Mound Public Library
3030 Broadmoor Lane
Flower Mound, TX 75022

Payment will be made within thirty (30) days after receipt of the Consultant's application, except the initial payment which shall be paid within fifteen (15) days as specified above in Section 3A.

4) Direction

Consultant shall report to and receive administrative direction regarding this Contract from Director of Library Services Sue Ridnour or her designee for Library, who shall act for Town in all matters pertaining to this Contract.

5) Miscellaneous

This Agreement is the sole expression of the understanding between the Parties with respect to Consultant's services to Library, and it may not be modified or waived except in writing signed by the Party against whom enforcement of such modification or waiver is sought.

6) Termination and Extension

Either Party may terminate this agreement upon thirty (30) days' prior written notice to the other Party. If this Contract is so terminated, Library shall compensate Consultant for services satisfactorily rendered by Consultant and/or any subcontractors of Consultant up through the date of termination at the rate of two hundred (\$200) per hour for time expended by Consultant and/or subcontractors of Consultant and shall compensate Consultant for any out-of-pocket expenses incurred by the Consultant and/or subcontractors of Consultant, less any previous sums paid by Town to Consultant under this Contract. By mutual written consent, the Contract may be extended for periods of thirty (30) days each.

7) General Conditions

The General Conditions set forth in Attachment "A" entitled "General Provisions," which is attached hereto, are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Carson Block

By: _____

Carson Block

Steve Dixon, Mayor, Town of Flower Mound

By: _____

Steve Dixon

ATTACHMENT A. GENERAL CONDITIONS

1. APPLICABLE LAW

This Contract shall be construed and interpreted in accordance with the law of the State of Texas.

2. ASSIGNMENT

This Contract is for Consultant to perform Work as specified in this Contract and this Contract shall not be transferred or assigned by Consultant without the prior written consent of Library.

3. NATURE AND EXTENT OF SERVICES

The best efforts of Consultant shall be used to conduct in accordance with the highest and best state of the art all activities referred to in this Contract. The full control of the manner and selection of methods with respect to Consultant's rendering of professional consulting services to Library shall be reserved to Consultant. The establishment and determination of Consultant's working hours, days of work, and location of the premises for the performance of services shall be the exclusive right of Consultant.

4. CONFLICT OF INTEREST

Consultant hereby warrants that there is no conflict of interest in Consultant's other consulting contracts or employment, if any, with the activities to be performed hereunder and shall advise Town if a conflict of interest arises during performance of this Contract. Consultant shall avoid all circumstances and actions that reasonably would place Consultant in a position of divided loyalty with respect to Consultant's obligations under this contract.

5. SUBCONTRACTORS OF CONSULTANT

Consultant shall not utilize any entities or persons on the work to be performed hereunder without prior approval by Library. The foregoing, notwithstanding, it is understood that all services provided by Consultant are performed by subcontractors, which are identified in the proposal submitted to Library.

6. INDEPENDENT CONTRACTOR

In all matters relating to this Contract, Consultant and any subcontractors of Consultant shall be acting as independent contractors. Consultant and any subcontractors of Consultant are not employees of Town under the meaning or application of any Federal or State Unemployment or Insurance Laws or Worker's Compensation Laws, or otherwise. Consultant shall not have any authority to represent itself as an agent, employee, or in any other capacity of Library.

7. INDEMNITY

Consultant does hereby covenant and agree to release, indemnify and hold harmless Town and its officials, officers, agents, representatives, employees, and invitees from and against any and all liability, claims, suits, demands and/or causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise by reason of death or injury to property or persons but only to the extent occasioned by any error, omission or negligent act of Consultant, its officials, officers, agents, employees, invitees or other persons for whom Consultant is legally liable with regard to the performance of this Contract, and Consultant will, at its own cost and expense, defend and protect Town against any and all such claims and demands.

8. INSURANCE

Consultant shall maintain throughout the period of this, a standard form of errors and omissions insurance with an insurance company satisfactory to the Library. Consultant shall also maintain insurance coverage for commercial general liability, and automobile liability, in forms and amounts satisfactory to Town. Consultant shall assure that any and all consultants engaged or employed by Consultant carry and maintain similar insurance with reasonably prudent limits and coverage in light of the services to be rendered by such consultants. Consultant shall submit to Library proof of such insurance in amounts satisfactory to Town. The maintenance in full current force and effect of such form and amount of insurance, in such amount as Town shall have accepted, shall be a condition precedent to the Consultant's exercise or enforcement of any rights under this Agreement. Insurance policies required for Consultant shall include a provision requiring written notice to the Town at least thirty days prior to any cancellation, non-renewal or material modification of the policies. The Town of Flower Mound shall be named as an additional insured on all insurance policies, except workers compensation and professional liability, required herein.

9. NOTICES

Any notice required to be given hereunder shall be deemed to have been sufficiently given either when served in writing, in person, or when served by express mail to assure delivery and/or express courier service, addressed to either Party at the applicable address(es) set forth below.

Sue Ridnour
Flower Mound Public Library
3030 Broadmoor Lane
Flower Mound, TX 75022

Carson Block
 Carson Block INC
 2913 Michener Ct
 Fort Collins CO 80526

9. TITLE TO WORK

The deliverables (such as written reports) contemplated in the Work shall be the property of Library. Consultant shall retain title and full use of any preliminary processes, including but not limited to concepts, principles, techniques, forms, survey instruments, questionnaires and software programs developed independently by Consultant, or under contracts with other parties and used in the Work, and in the preparation of interim documents and/or final documents and/or expressed in interim documents and/or final documents. Consultant may, for purposes incidental to its work as a consultant, retain copies of, use and publish information, data, diagrams, charts, excerpts, and/or text related to the Work and the documents resulting from the Work with express written permission of the library.

11. FORCE MAJEURE

If either Party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the Party obligated to perform, then both Parties shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

12. WAIVER

No waiver of any provision herein shall be deemed or shall constitute a waiver of any other provision of this Contract.

13. SEVERABILITY.

This Contract constitutes the complete Contract between Consultant and Library. No representation or promise, either oral or written, has been made except as specifically set forth herein. Should any part of this Contract be declared invalid, such invalidity shall not affect the remainder of this Contract. It is the intention of the Parties that they would have executed the remaining portion of this Contract without herein including any portion that may hereafter be declared invalid.

ATTACHMENT B. PAYMENTS MILESTONE SCHEDULE

MILESTONE #	TASK	PAYMENT
1	Contract Signing	\$2,000
2	Site Visit: Assessment Activities; Initial Stakeholder Engagement	\$6,000
3	Assessment Document	\$2,000
4	Site Visit: Additional Stakeholder Engagement	\$6,000
5	Final Report	\$2,000
TOTAL		\$18,000

Attachment C: Scope of Work

- **Overview**

This scope of work is designed to guide the library in creating a **technology plan** that helps the library identify, design and implement technology-driven services, and better tools for staff in their service to patrons and other improvements.

- **Technology Planning**

The purpose of technology planning is to provide direction for the technology-related services that the Flower Mound Public Library offers to library patrons in its service area. The process is designed to include and incorporate all elements necessary to deliver modern technology service, including technology support.

Through the technology planning process the consultant will guide the creation of a written technology plan aligned with the library's strategic direction. The technology plan will be designed to guide the technological direction of the library.

The technology planning process will include:

- Formation of a technology planning team comprised of key IT staff; library staff, and the consultant;
- Engagement of stakeholders (as determined by the library, but may include library patrons, trustees, staff, and others as determined by the library) to benchmark current impressions about library technology and explore areas of need;
- Identification of the technological vision and direction of the Flower Mound Public Library;
- The completion of the technology plan document.

It is anticipated that the consultant will make 2-3 site visits to complete the technology planning process. Some technology planning activities will be performed remotely.

- **Project Process**

The consultant will use the technology planning process described in his book "Managing Library Technology: A LITA Guide." A copy of the book will be provided to the library. The process for Flower Mound will be customized to fit the library's specific needs.

- **Project Deliverables**

The intent of project deliverables is to provide the most important information at the right times in the project process, including both urgent and non-urgent strategic recommendations.

The specific outcomes will be based on the needs that are identified in the assessment and technology planning process, and (if implemented by the library) are designed to:

- Ensure the library has essential technological competencies in terms of services to the public, support for staff, system stability, vendor relationships and other mission-critical areas;
- Ensure right-sized levels of budget, staffing and other resources;
- Identify a path to address urgent needs; and
- Identify a path to address strategic needs.

The Technology Planning Process will include the following deliverables:

- A list of urgent (if any) technology needs & recommendations to address them;
- A list of strategic (but non-urgent) items to be used as a basis for the technology plan
- A written plan with goals, objectives, timeframes, and evaluative measures.
- Meeting notes as appropriate.



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: December 17, 2018

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of an Interlocal Agreement with Lewisville Independent School District (LISD) for additional School Resource Officers (SRO) and School Resource Sergeant, and provisions for contributions from LISD and the Town to cover the cost of salary and benefits for current and additional officers; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: The current agreement was adopted in 2014 and has an “evergreen clause” that allows the agreement to carry over indefinitely. Since this agreement was initially executed, the need for increased school safety has become a top concern in the community. Discussions began in early 2018 with Dr. Kevin Rogers with LISD and the Town Manager to add more officers to the middle schools. Three additional officers were approved in the Town’s FY 18-19 budgetary process and would allow coverage to middle and high schools. Further discussions with LISD resulted in the request for a school resource sergeant position. This additional sergeant position is being considered for approval at the December 17 Council Meeting with the budgetary amendment. The salaries and benefits for the positions will be reimbursed by LISD at 50% for the officers and at 75% for the sergeant. The additional percentage for the sergeant was asked for because of the additional responsibilities and expectations that position will incur. They will be expected to stay aware of situations/ events at all campuses their SROs are assigned as well as regular communication with LISD personnel. The current agreement has been amended to reflect personnel and supervisor additions to the SRO program. This agreement will be the example used by LISD for other agencies to model going forward. The new agreement has been reviewed and approved by LISD.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT:

Proposed Revenue:

The salaries and benefits for the positions will be reimbursed by LISD at 50% for the nine school resource officers and at 75% for the one sergeant. The amount varies from year to year depending on personnel assigned to the schools.

Account Number(s):

100-4605 Intergovernmental Revenue

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

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

ATTACHMENTS:

1. Interlocal Agreement

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

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into on the Effective Date, by and between the **LEWISVILLE INDEPENDENT SCHOOL DISTRICT** in Denton County, Texas (referred herein to as “District” or “School District”), acting by and through its Board of Trustees, and the Town of Flower Mound, Texas (referred herein to as “Town”), acting by and through its Town Council, is for the purpose of establishing a School Resource Officer (referred herein as to SRO) Program in the School District, in the Town of Flower Mound, Texas.

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of Interlocal cooperation agreements between and among governmental entities; and

WHEREAS, this Interlocal Cooperation Agreement (“Agreement”) is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended and as otherwise provided herein, relative to the joint authorization by the School District and the Town to provide a governmental service or function for which each party is authorized to perform individually; and

WHEREAS, the governing bodies find that the performance of this Agreement is in the common public interest of both parties, and the School District and the Town will mutually benefit from the SRO Program to combat juvenile delinquency, to personally assist students with various problems involving potential involvement with law enforcement, to develop and maintain positive relations between students and Town police officers and to assist the School District in maintaining a safe, orderly, and secure environment to learning; and

WHEREAS, the parties, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefor only from current revenues legally available to each party; and

WHEREAS, the School District and the Town intend to provide law enforcement education and related services to the public schools of the School District in the Town as hereafter described; and

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

ARTICLE I

TERM OF AGREEMENT

The initial term of this Agreement shall begin on the Effective Date, and shall continue through September 30, 2019. This Agreement shall automatically renew for one (1) year terms, beginning on October 1, 2019, unless terminated by either party in accordance with the terms contained herein. The Effective Date of this Agreement is April 7, 2019.

ARTICLE II

OBLIGATIONS OF THE TOWN

The obligations of the Town shall be fulfilled by the Flower Mound Police Department under the direction of the Chief of Police ("Chief") or his designee.

The obligations of the Chief and the School Resource Officers (SROs) are as follows:

A. Provision of School Resource Officers.

Unless otherwise indicated below, the Chief shall assign nine (9) regularly employed police officer(s) as SROs and one (1) Sergeant assigned as the SRO supervisor.

Officers will be assigned to the middle, 9th grade, and high school campuses. Although the SROs will be assigned to the campuses listed above, the SROs can serve as a resource to all campuses within Flower Mound in cooperation with LISD.

B. Selection of School Resource Officers.

The Chief or his or her designee shall select the SROs considering the following evaluation criteria. Campus Principals will be allowed to meet the candidates for any new SRO assignments and provide their feedback, if any, to the Chief before his or her selection.

The Chief may change or replace an SRO with another officer who also meets the criteria below:

1. The SROs must have the ability to deal effectively with students. The ages, socioeconomic, cultural and racial composition of the students of the particular school should be considered in making this evaluation.
2. The SROs must present a positive image and be an appropriate symbol of the entire police department. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SROs should be of such a nature that a positive image of the police department is reflected.

3. The SROs must have the ability to provide good quality information and educational services in the area of law enforcement.
4. The SROs must have the desire and ability to work cooperatively with the School District staff, Principals, the administrative staff and school officials.
5. The SROs must be State Certified Law Enforcement Officers.
6. The SROs must have or receive a Texas Commission on Law Enforcement recognized basic SRO training, preferably in the summer, prior to their first year of assignment as an SRO.
7. The SROs must complete an education and training program as required by Texas Occupations Code § 1701.263 and 37 Texas Administrative Code § 221.43 within 120 days of placement in the District or a campus of the District.
8. The SROs must meet any other criteria the Chief deems appropriate.

C. Normal duty hours of School Resource Officers.

The SROs shall perform his or her duties during regular school days and regular school hours, not including official school holidays or summer school or required training. When not performing such duties, the Chief may assign the officers to other duties.

SROs will notify the Campus Principal or his or her designee via email in advance of a planned leave if such leave or time off would conflict with school duties. The Town will provide a substitute SRO, at no additional charge, in the event a SRO cannot perform his or her duties for School District for more than five (5) or more consecutive days. The Town will make all reasonable efforts to minimize discretionary leave by SROs during school days.

D. Duties of School Resource Officers.

While on duty, SROs shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle laws, and other topics.
2. Act as a resource person in the area of law enforcement education.
3. Conduct or assist in criminal investigations of violations of law on school property.
4. Provide a law enforcement resource when necessary to maintain the peace on School District property.

5. Make arrests and referrals of criminal law violators using his/her discretion.
6. Provide information or assistance to students at the request of the school staff, at the request of a student or parent or when the SRO determines it is in the best interest of the student. In the event the request relates to such things as depression, addiction, family counseling matters or other non-police related matters, the student should be referred to the School Counselor at the school where the student is enrolled.
7. Make appropriate referrals to social services agencies.
8. Wear an official police uniform which shall be provided at Flower Mound Police Department's expense; however, civilian attire may be worn on some occasions with prior approval by the Chief.
9. Perform other duties mutually agreed upon by the Superintendent and the Chief, provided the performance of such duties is legitimately and reasonably related to the SRO Program as described in this Agreement, and such duties are consistent with state and federal law and the policies and procedures of the School District and the Town.
10. Any off-campus activity requiring the services of the SROs shall be contingent on the approval of the Chief or his or her designee.
11. Follow and conform to all School District policies and procedures that do not conflict with the policies or procedures of the Town. The parties to this Agreement shall abide by all rules, regulations and procedures as authorized by state or federal laws.
12. Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order on school campuses.
13. Make presentations to civic groups.
14. Participate, upon request and with approval of the Chief or his or her designee, with school/student committees.
15. Any other duties as directed by the Chief.

E. Support Services to be provided by the Town.

The Town, acting through its Police Department, shall continue to provide police services to the School District with the positions of the SROs as an enhancement.

ARTICLE III

OBLIGATIONS OF THE DISTRICT

The School District shall provide the SROs, in each school to which an SRO is assigned, the following materials and facilities:

1. Access to a private office to be used for general business purposes which is air conditioned and properly lighted.
2. A locking file cabinet and location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, worktable, and office supplies (*i.e.*, paper, pencil, pens, etc.).
4. A computer connection that allows for network access to police records management and report writing portals.
5. A telephone.
6. Secure a safe, provided by the police department, to the floor of the assigned office for the storage of a rifle, and other essential equipment.

ARTICLE IV

EMPLOYEE STATUS OF SRO

The SROs shall be employees of the Town and not employees of the School District. The Town shall be solely responsible for the hiring, training, discipline, and dismissal of Town personnel. The Town and its SROs shall be deemed independent contractors of the School District, and not an agent or representative of the School District. However, when an assigned SRO or substitute is serving in the capacity of SRO, he or she is considered a “school official” pursuant to the Family Educational Rights and Privacy Act and its implementing regulations (34 Code of Federal Regulations Part 99). A performance evaluation of each SRO and the SRO Supervisor will be conducted by appropriate LISD employees, and the results will be provided to the Chief for review with any formal requests for his or her consideration.

The supervisory personnel of the SRO Unit shall be available at all reasonable times to report to and confer with designated officials of the School District.

ARTICLE V

PAYMENT

In consideration of the services provided herein, the Town shall invoice the School District, and the School District shall pay the Town fifty percent (50%) of the costs for the SROs' salary and benefits and seventy five percent (75%) of the costs for the SRO Sergeants' salary and benefits. The School District shall bear no other expenditures. Payment shall be in three (3) equal payments as compensation for the contracted services of the nine (9) SROs and one (1) SRO Sergeant made on December 1, March 1, and June 1 of each Fiscal Year. In the event the School District and the Town determine there is a need for an additional assignment, the Town shall provide an additional SRO, as staffing allows, under the same terms and conditions as described herein. The cost to the School District for any additional SRO shall be pro-rated on a per month, per officer basis for the remainder of the Town's Fiscal Year. The pro-rated amount shall apply to any partial budget year upon enactment of this Agreement as well.

ARTICLE VI

INDEMNITY

TO THE EXTENT ALLOWED BY LAW, THE TOWN SHALL INDEMNIFY, SAVE AND DEFEND AND HOLD HARMLESS THE SCHOOL DISTRICT OF AND FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, ATTORNEY FEES AND COSTS, CAUSES OF ACTION AND LIABILITY, OF ANY KIND WHATSOEVER, IN LAW OR EQUITY, ARISING FROM OR CONNECTED DIRECTLY OR INDIRECTLY TO ANY ALLEGED MISCONDUCT, NEGLIGENCE, INJURY, WORKERS COMPENSATION CLAIM, ACTION, INACTION, OR OTHER ACTIVITY BY THE SROS ALLEGED BY ANY PERSON OR ENTITY TO HAVE ANY CONNECTION WHATSOEVER TO THE SCHOOL DISTRICT.

THE OBLIGATIONS PROVIDED IN THIS ARTICLE SHALL SURVIVE TERMINATION OR COMPLETION OF THE TERM OF THIS AGREEMENT, OR ANY EXTENSIONS HEREOF.

ARTICLE VII

CHANGES TO AGREEMENT

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by both the Town and the School District.

ARTICLE VIII

PROBLEM RESOLUTION

Unforeseen difficulties or questions shall be resolved by negotiation between the Superintendent of the School District and the Chief of Police of the Town, or their designees.

ARTICLE IX

TERMINATION OF AGREEMENT

This Agreement shall thereafter automatically extend and renew for additional one-year periods, as discussed in Article I above, unless written notice of intent to terminate the Agreement is given by either party at least one hundred eighty (180) days in advance of termination, except that both entities may mutually agree to terminate this Interlocal Agreement without one hundred eighty (180) days advance notice if approved by Flower Mound Town Council and the Lewisville Independent School District Board of Trustees. Notice shall be given to the Parties at the following addresses:

If to Town:

Chief of Police
Town of Flower Mound
4150 Kirkpatrick Lane
Flower Mound, Texas 75028

If to School District:

Superintendent of Schools
Lewisville Independent School District
1565 W. Main Street,
Lewisville, Texas 75067

Termination of this Agreement may only be accomplished as provided herein.

In the event this Agreement is terminated, compensation shall be made to the Town for all services performed to the date of termination.

ARTICLE X

GENERAL PROVISIONS

A. This Agreement contains the entire agreement of the parties and supersedes any prior agreements and negotiations. As of the Effective Date, this Agreement will replace the SRO Interlocal Agreement between the School District and the Town with dated July 21, 2014, and said 2014 Interlocal Agreement is terminated, as of the Effective Date, and shall be of no further force

or effect. No verbal or other written promises or representations not specifically reduced to writing and contained herein shall be effective or binding. No modification, amendment, waiver or change of any provision herein shall be effective unless reduced to writing and approved by the governing body of both parties hereto.

B. This Agreement is performable in Denton County, Texas, and exclusive venue for any dispute between the parties shall be a court of competent jurisdiction in Denton County. This Agreement is governed by and construed according to the laws of the State of Texas.

C. This Agreement is not assignable by either party, and shall be binding on the parties, their officers and employees, and any successors in interest.

D. This Agreement is effective only when signed and approved by both parties.

AGREED TO:

TOWN OF FLOWER MOUND, TEXAS

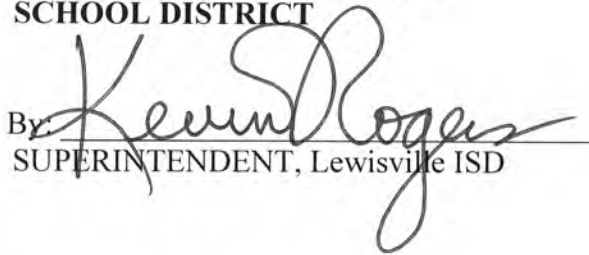
By: _____
MAYOR, Town of Flower Mound

ATTEST:

TOWN SECRETARY

Date Signed

**LEWISVILLE INDEPENDENT
SCHOOL DISTRICT**

By: 
SUPERINTENDENT, Lewisville ISD

12/3/18
Date Signed



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: December 17, 2018

FROM: Brian Waltenburg, P.E., Engineering Manager

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the design phase services associated with the High Road Water Line Phase II project in the amount of \$260,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The High Road Water Line Phase II project includes the replacement of approximately 19,500 linear feet of substandard water line of varying diameters within several neighborhoods adjacent to High Road including Franklin Hills, High Road Ridge, and Hickory Springs. All replacement water lines are anticipated to be 8 inch in diameter.

The scope of the Professional Services Agreement includes a topographic survey, property owner coordination exhibits, easement exhibits, bidding phase services and preparation of design plans, technical specifications, and cost estimates.

FISCAL IMPACT: \$260,000.00

Proposed Revenue:	Account Number(s):
\$260,000.00	630-960-98848

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

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC.**

This contract is entered into on this 17th day of December, 2018, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 12750 Merit Drive, Suite 1000, Dallas, Texas 75251.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the High Road Water Line Replacement Phase II project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II. **Scope of Services**

CONSULTANT shall perform such services as are necessary to provide services for the High Road Water Line Replacement Phase II 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 Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00). 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:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 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:

Brian Waltenburg, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234 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:

Anthony Samarripas, P.E.
Project Manager
Kimley-Horn and Associates, Inc.
12750 Merit Drive
Suite 1000
Dallas, Texas 75251
972-770-1314 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:
KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]

Name: Rod Swindler

Title: Senior Vice President

Date Signed: 11/16/18

State of Texas §
County of Dallas §

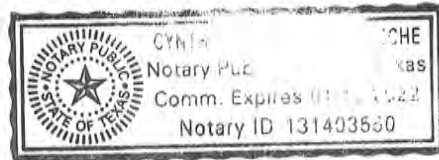
This instrument was acknowledged before me on the 16th day of November, 2018, by Rod Swindler in his capacity as SR. VP of Kimley-Horn, a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Kimley-Horn & Associates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF November, 2018.

[Signature]
Notary Public, State of Texas

My Commission Expires:

01-10-22



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: High Road Water Line Replacement Phase 2

PROJECT UNDERSTANDING

This project includes replacing existing water lines of varying diameter within several neighborhoods adjacent to High Road including Franklin Hills, High Road Ridge, and Hickory Springs (See attached exhibit). The following streets are included in this scope of work:

- Sunnyview Lane (West of High Road)
- Shady Oaks Drive
- Rolling Hills
- Indian Trail
- Lakewood Lane (North of Sunnyview Lane)
- Shady Trail
- Lost Creek Drive
- North Drive
- South Drive
- Hickory Springs Road
- Waterview Road
- Thomas Road
- Fair Lake Road
- Lake Ridge Drive
- Glen Tree Lane
- Briar Patch Lane

All proposed lines are anticipated to be 8-inch in diameter. The total linear footage of replacement is anticipated to be approximately 19,500 linear feet. The scope of work also includes designing a water line connection between Chimney Rock Drive and Sunnyview Lane to provide a secondary feed to the Franklin Hills neighborhood.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: FIELD SURVEY

Field survey was performed for the Franklin Hills neighborhood as part of the first phase of this project. Survey along the roads listed below is included in this scope of work:

1. Lost Creek Drive
2. North Drive

3. South Drive
 4. Hickory Springs Road
 5. Waterview Road
 6. Thomas Road
 7. Fair Lake Road
 8. Lake Ridge Drive
 9. Glen Tree Lane
 10. Briar Patch Lane
- A. Perform field survey to identify and locate existing topographic elements within the alignment corridor including, but not limited to, the following:
1. Property pins
 2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 3. Lane striping
 4. Driveways
 5. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 6. Culverts (including flowline elevations) and bridges
 7. Guardrail
 8. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 9. Traffic signal poles, cabinets, and other signal equipment
 10. Signs (excluding temporary signs)
 11. Buildings
 12. Retaining walls
 13. Fence limits and material types
 14. Trees greater than 6-inch
 15. Other applicable physical features that could impact design
- B. Review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered additional services.
- C. Prepare right of entry letters as required

TASK 2: EASEMENTS

This area was incorporated into the Town after much of the infrastructure (roads and utilities) had already been constructed. As such, a number of the roads and utilities are located in prescriptive easements in lieu of recorded easements or dedicated right-of-way. This task is intended to prepare exhibits and legal descriptions for easement and/or right-of-way acquisition where requested by the Town.

- A. Prepare exhibit and legal descriptions for easement and/or right-of-way acquisition. Up to fifteen (15) instruments are anticipated. For easements, one (1) document shall consist of a permanent and temporary easement. It is assumed that temporary easement will not require metes and bounds description and will only reference the permanent easement description.
 - 1. Easement preparation will begin after the alignment through each property has been approved by the Town. Document preparation is anticipated to take 21 days.
- B. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor, shall conform to standard format provided by the Owner and shall contain the following at a minimum:
 - 1. Parcel number
 - 2. Area required
 - 3. Area remaining
 - 4. Legal description
 - 5. Current owner
 - 6. Any existing platted easements
 - 7. All physical features
- C. Deliverables
 - 1. Three (3) paper copies of field notes and exhibits, and an electronic version of the exhibits (i.e. PDF) for easements.

TASK 3: DESIGN

- A. Design
 - 1. Conduct kick-off meeting with the Town during monthly status update meeting.
 - 2. Prepare plan only sheets as necessary based on existing surface features and current design standards. Profiles of the proposed water line will not be provided. Plan sheet will consist of a 22"x34" sheet at a scale of 1"=20' horizontal. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Water Service Reconnection Plans
 - e. Water Line Replacement Plan Sheets (20 sheets assumed)
 - f. Construction Details
 - g. Erosion Control Details
 - h. Conceptual Traffic Control Plan
 - 3. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard

Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.

4. Design for reconnecting existing services on private property is not included in this scope of services.
 - a. Existing water lines currently located within backyards are assumed to be relocated into adjacent streets. Survey will not be performed within existing backyards and existing water meters will not be located for each service required to be relocated.
5. Storm improvement design such as upsizing existing culverts to adhere to the minimum allowable culvert diameter per current Town standards modifying existing borrow ditches is not included in this scope. Surveyed flowline elevations at culverts within the project limits will be provided to the Town as requested.
6. Prepare conceptual traffic control plan and general traffic control notes. Detailed traffic control phasing is not included in this scope of work.
7. Submit to the Town 50% plan and OPCC for review and comments.
8. Conduct meeting with Town to review 50% plans. Make revisions based on the Town's review of the 50% plans.
9. Evaluate locations where SUE is required and prepare exhibits identifying SUE locations. SUE and SUE survey will be contracted directly through the Town and is not included in this scope of work.
10. Evaluate construction sequencing and temporary water service requirements.
11. Submit to the Town 95% complete Contract Documents (plans and specifications) and OPCC for review and comments.
12. Conduct meeting with Town to review 95% plans. Make revisions based on the Town's review of the 95% submittal.
13. Submit to the Town 100% complete Contract Documents (plans and specifications) and OPCC
14. Submit final plans to appropriate regulatory agencies (TCEQ) for review and comments.
15. Attend up to two (2) neighborhood meetings in a support role to answer questions as required. Preparing for and leading the meetings is not included in this scope.

B. Design Deliverables

1. Three (3) copies of the 50% Construction Plans
2. Three (3) copies of the 95% Contract Documents (Plans and Specifications)
3. Three (3) copies of the 100% Contract Documents (Plans and Specifications)
4. Three (3) copies of the Opinion of Probable Construction Cost for 50%, 95%, and 100% submittals.

C. Services provided by the Town

1. Review and comment on 50% plan view only plans and OPCC.

2. Review and comment on 95% Contract Documents (plans and specifications) and OPCC.

TASK 4: PROPERTY OWNER COORDINATION EXHIBITS

- A. This task includes the effort associated with preparing alignment and/or easement exhibits for individual properties to assist the Town in coordinating with impacted residents. Kimley-Horn will prepare exhibits for specific properties on an as needed basis as directed by the Town. For budgeting purposes, exhibits for up to fifteen (15) properties are included in this scope of work.

TASK 5: BIDDING PHASE SERVICES

- A. Print and issue 4 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.
- B. Review Contractor questions and issue addenda as required.
- C. Prepare specification books for execution
- D. Deliverables
 1. Addenda as required
 2. Print and deliver to the Town up to 4 sets of bid documents
 3. Deliver 2 sets of specification books for execution
 4. CD with PDFs of bid documents

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

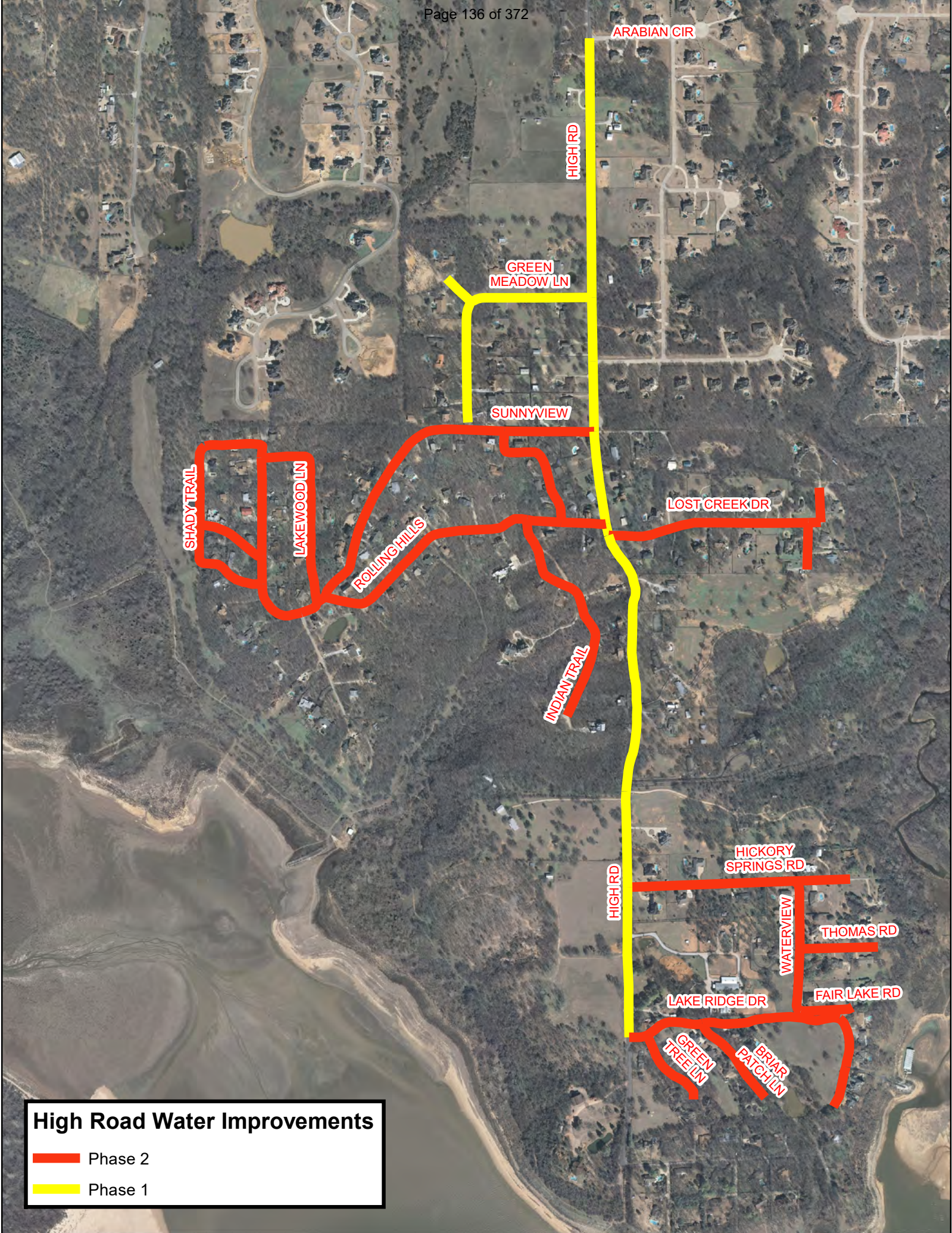
- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Preparing for and/or presenting at a neighborhood meeting
- Providing professional services associated with the construction phase of the project.
- Attending a Pre Bid Meeting
- Preparing a Bid Tabulation or Recommendation Letter
- Reviewing Contractor's References
- Prepare Record Drawings
- Any services not listed in the Scope of Services.

ATTACHMENT B**COMPENSATION**

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

TASK 1 – Field Survey	\$55,000
TASK 2 – Easements (If Necessary, \$1,850/EA)	\$27,750
TASK 3 – Design	
3A – Survey Coordination, Verification, and Base Mapping	\$8,000
3B – Water Line Design and Contract Document Preparation	\$150,250
3C – SUE Coordination, Exhibits, and Base Mapping	\$3,900
3D – Neighborhood Meetings	\$1,600
TASK 4 – Property Owner Coordination Exhibits	\$9,000
TASK 5 – Bidding Phase Services	\$4,500
<u>TOTAL</u>	<u>\$260,000</u>

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



High Road Water Improvements

- Phase 2
- Phase 1



TOWN COUNCIL AGENDA ITEM NO.16

CONSENT ITEM

DATE: December 17, 2018

FROM: Brian Waltenburg, P.E., Engineering Manager

ITEM: Consider approval of a Construction Agreement with PM Construction & Rehab LLC, dba IPR South Central, for the Justin Road Lift Station Outfall project, in the amount of \$199,974.50; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On November 12, 2018, bids were received and opened (Bid # 2019-12-B) for the Justin Road Lift Station Outfall project. PM Construction & Rehab LLC dba IPR South Central submitted the lowest qualified bid of the six responding bidders at a base bid of \$199,974.50.

FISCAL IMPACT: \$199,974.50

Proposed Revenue:	Account Number(s):
\$199,974.50	600-900-98590

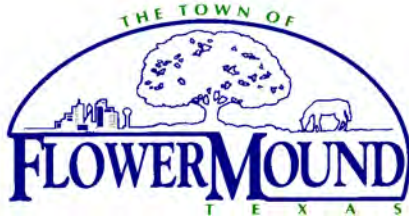
Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

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: 2019-12-B - Justin Road Lift Station Outfall

Bid Opening: 11/12/2018 at 1:00 PM

Company	Total Bid
PM Construction & Rehab LLC dba IPR South Central	\$ 199,974.50
Horseshoe Construction Inc	\$ 264,857.00
308 Construction LLC	\$ 668,000.00

****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: November 12, 2018

TOWN OF FLOWER MOUND
JUSTIN ROAD LIFT STATION OUTFALL

Bid # 2019-12-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 17th day of December, 2018, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and PM Construction & Rehab LLC dba IPR South Central, a Limited Liability 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:

JUSTIN ROAD LIFT STATION OUTFALL,
Bid # 2019-12-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 **One Hundred Ninety-Nine Thousand Nine Hundred Seventy-Four Dollars and 50 cents (\$199,974.50)** 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 Sixty (60) calendar days, and final completion of Ninety (90) 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 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. 17

CONSENT ITEM

DATE: December 17, 2018

FROM: Blake Hummel, PE, Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., to provide professional engineering services, for the Valley Ridge Boulevard & Morriss Road Intersection Improvements/Windsor Drive Roundabout Connection project for an amount not to exceed \$84,414.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Valley Ridge Boulevard & Morriss Road Intersection Improvements includes the installation of a westbound right turn lane at Morriss Road along with modifications to the existing southbound left turn lane on Morriss Road at Valley Ridge Boulevard to increase the total length to a minimum of 265'. Striping, multi-use trail and crosswalk improvements will also be included with the project. Windsor Drive Roundabout Connection includes the extension of Windsor Drive to the north and connection to the existing roundabout located on W. Windsor Drive. Modification to the existing amenities and multi-use trail within the vicinity of the extension will also be included.

The scope of the professional service agreement includes the preparation of design plans, specification, cost estimating, easement preparation, and contract documents for bidding.

FISCAL IMPACT: \$84,414.00

Proposed Expenditure:	Account Number(s):
\$34,907.00	505-220-70201 West Windsor Connection
\$49,507.00	550-117-77101 Morriss at Valley Ridge

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

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
PACHECO KOCH CONSULTING ENGINEERS, INC.**

This contract is entered into on this 17th day of December, 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 **Pacheco Koch Consulting Engineers, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 6100 Western Place, Suite 1001, Fort Worth, TX 76107.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Windsor Drive Roundabout Connection and Valley Ridge Boulevard & Morriss Road Intersection Improvements project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Windsor Drive Roundabout Connection and Valley Ridge Boulevard & Morriss Road Intersection 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 Eighty-Four Thousand Four Hundred Fourteen and No/100 Dollars (\$84,414.00). 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:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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:

Blake Hummel, P.E.,
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 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:

Brian D. O'Neill, P.E., CFM
Principal
Pacheco Koch Consulting Engineers, Inc.
6100 Western Place, Suite 1001
Fort Worth, Texas 76107
817-412-7155 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:
Pacheco Koch Consulting Engineers, Inc.

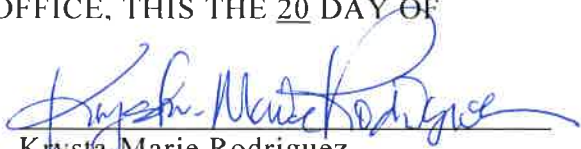
By: 
Name: Mark A. Pacheco, P.E., R.P.L.S.
Title: President

Date Signed: 11/20/2018

State of Texas §
 §
County of Dallas §

This instrument was acknowledged before me on the 20 day of November, 2018, by Mark A. Pacheco, P.E., R.P.L.S. in his capacity as President of **Pacheco Koch Consulting Engineers, Inc.**, 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 **Pacheco Koch Consulting Engineers, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20 DAY OF NOVEMBER 2018.


Krysta-Marie Rodriguez
Notary Public, State of Texas

My Commission Expires:

October 19, 2019

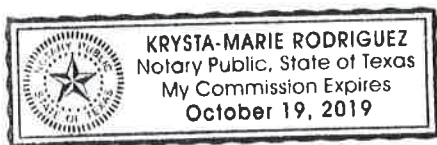


EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

EXHIBIT 'A' – SCOPE OF SERVICES

INTERSECTION IMPROVEMENTS (VALLEY RIDGE & MORRISS ROAD) (WEST WINDSOR DRIVE & WINDSOR DRIVE ROUNDABOUT)

PROJECT DESCRIPTION:

The project consists of:

1. Construction of the right turn lane from Valley Ridge to northbound on Morriss Road and extending the storage length on the left turn lane from Morriss Road to eastbound Valley Ridge Blvd along with the necessary striping, signing, signal, traffic control, and other details.
2. Construct the extension of Windsor Drive from the north to the roundabout on West Windsor Dr and reconnect the pedestrian trail along with the necessary striping, signing, traffic control, and other details.

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
- Conduct review meetings with the OWNER at the end of each design phase.
- Attend and/or Conduct Public Meeting with OWNER.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.

EXHIBIT A to Agreement between the
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Services

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and consider known potential future utilities in designs. CONSULTANT will provide plans to and coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)

1. Data Collection

- In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

2. Attend a conceptual schematic review meeting with the OWNER to:

- Identify and develop alternatives.
- Present these alternatives to the OWNER.
- Recommend the alternatives that successfully address the design problem, and.
- Obtain the OWNER's endorsement of the selected concept.

3. Prepare preliminary construction plans that will include the following sheets at the engineering scale indicated:

- Cover Sheet
- General Notes
- Quantity Sheet
- Project Layout & Control Sheet
- Roadway plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Drainage plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

- Erosion Control Plans
- Traffic Control Plan Sheet(s)
- Pavement Markings Sheet(s)
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

Construction plan sheets identified above may require additional sheets, which would be mutually agreed upon prior to addition.

4. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs with a 15% contingency.
6. Submit four (4) half sized 11"x17", four (4) sets of preliminary construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit four (4) half sized 11"x17" of 90% plans, four (4) set of 90% construction contract documents and 90% opinion of probable construction costs for OWNER review along with PDF of above plans and construction contract documents.
3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost with a 10% contingency.
6. Submit five (5) half sized sealed 11"x17", five (5) sets of sealed construction contract documents, PDF of plans and construction contract documents, special conditions (if any) and preliminary opinion of probable construction costs to the OWNER for review.

D. Project Completion

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

1. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and OWNER's project representative. Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing scanned half size 11"x17" black and white PDF images, TIFF images and AutoCAD files.

E. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be tied. Additional surveying may be necessary to verify the limits of drainage areas and channel transitions.

5. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20' adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

EXHIBIT A to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.,
(CONSULTANT) for Consulting
Services

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

B. Right-of-Way & Easement Documents

1. The CONSULTANT shall prepare the right-of-way and easement exhibits necessary for the selected alternative.

Services not included in this contract:

- *Construction observation or inspection services*
- *Bidding or Construction Phase services*
- *As-built surveys of constructed improvements*
- *Town Council/Commission meetings*
- *Geotechnical engineering*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*
- *Tree mitigation plan or calculations of protected tree inches requiring mitigation.*
- *Tree Survey*
- *Fiberoptic Design*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.
(CONSULTANT) for Consulting
Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

INTERSECTION IMPROVEMENTS (VALLEY RIDGE & MORRISS ROAD) (WEST WINDSOR DRIVE & WINDSOR DRIVE ROUNDABOUT)

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$ 84,414.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services – Valley Ridge & Morriss Road

A.	Project Management, Coordination & Permitting	\$ 5,600.00
B.	Preliminary Design (60% Submittal)	12,800.00
C.	Final Design (90% & 100% Submittals)	8,000.00
D.	Project Completion	500.00
E.	Signal (PED Pole)	10,000.00
F.	Direct Expense (Not to Exceed)	<u>607.00</u>
		\$ 37,507.00

Special Services – Valley Ridge & Morriss Road

A.	Field Survey	\$ 9,500.00
B.	ROW/Easement Document	<u>2,500.00</u>
		\$ 12,000.00

SUB-TOTAL: VALLEY RIDGE & MORRISS ROAD **\$ 49,507.00**

Basic Services – Windsor Drive Roundabout Connection

A.	Project Management, Coordination & Permitting	\$ 1,125.00
B.	Preliminary Design (60% Submittal)	14,250.00
C.	Final Design (90% & 100% Submittals)	9,000.00
D.	Project Completion	640.00
E.	Roundabout Entry Layout	2,000.00
F.	Direct Expense (Not to Exceed)	<u>392.00</u>
		\$ 27,407.00

Special Services – Windsor Drive Roundabout Connection

A.	Field Survey	<u>\$ 7,500.00</u>
		\$ 7,500.00

SUB-TOTAL: WINDSOR DRIVE ROUNDABOUT **\$ 34,907.00**

GRAND TOTAL **\$ 84,414.00**

EXHIBIT B to Agreement between the
Town of Flower Mound, Texas
(OWNER) and Pacheco Koch
Consulting Engineers, Inc.
(CONSULTANT) for Consulting
Services

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



TOWN COUNCIL AGENDA ITEM NO. 18

CONSENT ITEM

DATE: December 17, 2018

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

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for transportation planning services associated with the Transportation Model Update and LOS Mapping project, in the amount of \$70,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Transportation Model Update services include collecting Town wide traffic counts, up to 70 midblock locations and 10 intersection specific turning movement counts, followed by processing those counts by way of an update to the Town's TransCAD Transportation model. The TransCAD model is used by the Town to run analysis for transportation infrastructure SMARTGrowth purposes. With the traffic counts and model update, Kimley-Horn will be able to create an existing Level of Service (LOS) map showing how well our existing system is operating. By also utilizing existing and future demographic work as part of this project, a future LOS map will be created and can be used to help identify possible shortcomings. An extra benefit of this project includes the use of the traffic count information by the Town's Economic Development Department for recruiting new companies to the Town.

FISCAL IMPACT: \$70,000.00

Proposed Revenue:	Account Number(s):
\$70,000.00	505-220-70422

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

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC.**

This contract is entered into on this 17th day of December, 2018, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 801 Cherry Street, Unit 1300, Fort Worth, Texas, 76102.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to updating the City’s Travel Demand Model and Thoroughfare Plan; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Transportation Modeling Update 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 Seventy Thousand and No/100 Dollars (\$70,000.00). 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:

Matthew J. Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6303 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:

Matthew J. Hotelling, P.E., PTOE
Traffic Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6303 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:

Jeff Whitacre, P.E., AICP, PTP
Kimley-Horn and Associates, Inc.
801 Cherry Street
Suite 1300
Fort Worth, Texas 76102
817-335-6511 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.

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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:
Kimley-Horn and Associates, Inc.

By: Scott R. Arnold
 Name: Scott R. Arnold
 Title: Assistant Secretary

Date Signed: November 28, 2018

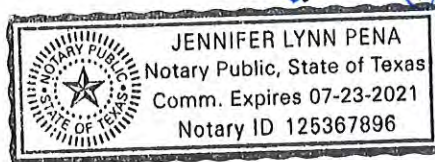
State of Texas §
 §
 County of Tarrant §

This instrument was acknowledged before me on the 28th day of November, 2018, by Scott R. Arnold in his capacity as Assistant Secretary of Kimley-Horn and Associates Inc a Private 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 Assistant Secretary.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 28th DAY OF Nov, 2018.

Jennifer Lynn Pena
 Notary Public, State of Texas

My Commission Expires:
7-23-2021



Attachment A
Scope of Services
Transportation Modeling Update
The Town of Flower Mound, Texas

Project Description

The following scope of services covers the necessary work to update the transportation model within the Town of Flower Mound (TOWN).

Task 1 – Data Collection and Study Design

CONSULTANT will work with TOWN to review the current working structure of the model and inform staff on the updates necessary for the model update. The updated TOWN travel demand model will be built using TransCAD 8.0 and follow the four-step travel demand modeling procedures.

- CONSULTANT will request network from the North Central Texas Council of Governments (NCTCOG).
- CONSULTANT will provide TOWN with a brief model memo outlining recommendations and locations of screenlines and cutlines, within the TOWN boundaries, that will be used in the calibration and validation process.
- As part of data collection, the CONSULTANT will collect up to seventy (70) traffic counts (bi directional tubes) and ten (10) four-hour turning movement counts. These counts will be used in the model calibration process, however the model calibration will be focused on the screenlines and cutlines previously mentioned.

Task 2 – Base Year Model

The model will incorporate updated demographics to create the 2018 base year model. CONSULTANT will work with TOWN staff to verify the base year TAZ boundaries are the desired geographical boundary. CONSULTANT can refine the TAZ structure based on the review by TOWN staff.

CONSULTANT will review the existing roadway network that should be utilized in the baseline analysis and update the model network accordingly. This includes roadways completed since the previous modeling update and near term funded roadway projects identified by the TOWN. The model network will be limited to those facilities identified in the currently adopted Thoroughfare Plan. The CONSULTATN will work with the TOWN to make sure the final TAZ structure and existing network of the new model meets the TOWN's needs for future scenario planning, SmartGrowth evaluation, major road plan and comprehensive plan development, and traffic impact studies.

Calibration and validation for each model component will follow the FHWA Model Validation and Reasonableness Checking Manual, Second Edition, 2011. NCHRP Report 716, Travel

Demand Forecasting: Parameters and Techniques 2012, will also be used as a guideline document for model parameter range comparison.

Key comparisons between the modeled results and the observed data will be made during this task. The observed data sets include household travel surveys from comparable regions, National Household Travel Survey (NHTS) 2009, ranges defined in the guideline documents, and local traffic counts. The following comparisons will be conducted for each model component:

Trip Generation

- Overall person trip rate per capita and per household

Trip Distribution

- Average trip length by trip purpose
- Trip length frequency distribution by trip purpose

Highway Assignment

- Percent Root Mean Square Error (RMSE) areawide, by volume group, and by functional classification
- Coefficient of determination (R Squared)
- Percent difference by volume by facility type
- Percent difference of volume by volume group
- Percent difference of volume at screen lines and cut lines

Additional highway assignment validation will also be conducted along key corridors.

Up to one (1) meeting will be held with TOWN staff during the development of a base year model.

Task 3 – Future Year Model

Future year data is the foundation upon which any successful travel demand forecasting model is built. Previous buildout demographics will be updated and applied in the development of the future year model development

Following the base year model validation and the demographic/employment forecasting effort, CONSULTANT will develop a future year model.

- Forecast future year external-external trips and external-internal trips based on historical counts data.
- Construct Existing plus Committed (E+C) network by modeling committed projects based on project information provided by the TOWN.
- Conduct test model run and check reasonableness of network loading for the scenario with horizon year land use data and E+C network.
- Prepare documentation for future year model development and submit to TOWN for review.

Up to one (1) meeting will be held with TOWN staff during the development of the future year model.

Task 4 – Model Interface and Documentation

CONSULTANT will enhance the TOWN's Model interface to make it user friendly, more robust, and simpler to use. The new model interface will be completely modular, which not only improves stability, but also allows for new functions and steps to be added without changing the framework. CONSULTANT will provide a Model User's manual to clearly document the model file structure, installation, and run procedures, data dictionary, and steps to conduct common model tasks.

- From the future year modeling evaluation, the following quantitative results will be utilized:
 - Change in volume; and
 - Change in level of service.

Task 5 – Updated Thoroughfare Plan Map

CONSULTANT will update the TOWN's Thoroughfare Map to reflect the results from Task 4.

Additional Services

CONSULTANT's preparation for and attendance at any meetings in addition to the meetings included in the scope of services above, as directed by the TOWN, as well as any additional analyses or design services, will be considered Additional Services. Development of measures of effectiveness, project ranking, or cost estimation will be considered addition services. Compensation for additional services will be agreed to prior to their performance.

Deliverables

Required Deliverables – CONSULTANT will deliver the following materials to the TOWN:

1. Electronic Files for Network and Demographics;
2. .XLS spreadsheet for volume and level of service;
3. One (1) PDF of Model Documentation; and
4. Updated Thoroughfare Plan Map,

Schedule

Task 1-5 will be completed within six (6) months following receipt of a notice to proceed from the TOWN. Additional services, if desired, will be performed in a timely manner upon written authorization by the TOWN. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the CONSULTANT does not control.

Attachment B**Payment Terms**

Payment is a lump sum fee in the amount listed in Article II of this Contract. This amount shall be payable by the TOWN pursuant to the schedule listed below and upon completion of the services and written acceptance by the TOWN.

Schedule of Payment for each phase:

Task	Description	Fee
1.	Data Collection and Study Design	\$20,000
2.	Base Year Model	\$12,000
3.	Future Year Model	\$28,000
4.	Model Interface and Documentation	\$5,000
5.	Updated Thoroughfare Plan Map	\$5,000
	Total Fee	\$70,000



TOWN COUNCIL AGENDA ITEM NO. 19

CONSENT ITEM

DATE: December 17, 2018

FROM: Andrea Roy, Director of Economic Development

ITEM: Consider approval of the 2018 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.

BACKGROUND INFORMATION: On September 19, 2005, the Flower Mound Town Council established the TIRZ #1 by creating the zone, a Board of Directors, and a TIRZ fund. At the December 3, 2018 TIRZ #1 Board meeting, the Board voted unanimously to approve the 2018 Annual Report. The Annual Report provides a summary of the action steps taken by the Board of Directors and the Town Council for fiscal year 2017-2018. It also outlines the net taxable value and captured appraised value within the zone as well as the increment for fiscal year 2017-2018, which is \$4,790,942.30. The Annual Report is required by law to be filed annually with Denton County and the Comptroller of Public Accounts in Austin before the 90th day following the end of the fiscal year, which would be on or before December 31, 2018.

BOARD REVIEW/CITIZEN FEEDBACK: The TIRZ #1 Board of Directors unanimously approved the 2018 Annual Report at its December 3, 2018, Board meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

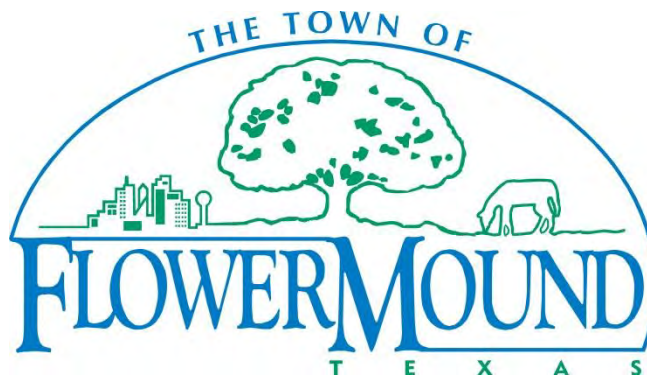
Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2018 Annual Report

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



Town of Flower Mound, Texas

Tax Increment Reinvestment Zone #1 (TIRZ #1)

ANNUAL REPORT

2018

INDEX

- 1) Cover**
- 2) Index**
- 3) Year End Summary of Meetings/Town Council/Board Actions**
- 4) Public Infrastructure/Building Projects**
- 5) Capital Improvement Plan Budget**
- 6) Budget vs. Expenditures**
- 7) TIRZ Fund**
- 8) Annual Report**

YEAR END SUMMARY OF MEETINGS/TOWN COUNCIL/BOARD ACTIONS

During the period from October 1, 2017, through September 30, 2018, the Town of Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) Board of Directors met once. The meeting was held on December 4, 2017, to approve the minutes from the June 9, 2017 TIRZ board meeting and the 2017 Annual Report.

Prior to the regular items discussed at the December 4, 2017 meeting, Chairman Picardi noted that this was his final meeting. He added that Paul Stone would be coming on as the new chairman of the board in 2018, as determined by Town Council.

Town of Flower Mound Economic Development Director, Andrea Roy, provided a brief overview of the 2017 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1), including information that had changed since the previous annual report.

Board members appointed and serving at the time of the December 4, 2017 meeting: Town—Albert Picardi, Bill Collins, Bryan Webb and County—Larry Lipscomb and Lori Fickling. Ex-Officio members are Mayor Tom Hayden and Town Manager Jimmy Stathatos.

During the period from October 1, 2017, through September 30, 2018, the Flower Mound Town Council took the following action:

- At a meeting on December 18, 2017, the Town Council approved the 2017 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ) in accordance with Chapter 311 of the Texas Tax Code.

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

2017-2018

River Walk Parking Structure

On October 20, 2014, a Chapter 380 Partnership Agreement was authorized by the Town of Flower Mound and RMI River Walk Investors, LP, which included the use of TIRZ funding for up to \$1 million for a public parking structure on the site of a nationally-branded hotel; later named a Courtyard by Marriott. Section 7 of the Agreement specifies that this financial assistance provided by the TIRZ may not exceed \$1 million and will be paid as a reimbursement for infrastructure costs following the issuance of a Certificate of Occupancy for the parking structure. A First Amendment to the Chapter 380 Agreement was approved by Town Council on May 4, 2015, placing additional requirements on the acceptance of these TIRZ funds, in exchange for an extension to the parking structure's building permit deadline. On September 18, 2017, the Town Council approved a Second Amendment to the Chapter 380 Agreement, extending the required completion date of the parking structure. Since approval of the Second Amendment, RMI River Walk Investors, LP, completed the parking structure, receiving a Building Final on March 23, 2018. To date, RMI River Walk Investors, LP has not submitted a Payment Request to the Town for the reimbursement.

Town Hall Project

The Town Hall project began with a feasibility study funded by the TIRZ board in 2012, with the Town Hall portion being completed in November 2014. On August 9, 2016, the TIRZ Board recommended the use of TIRZ funds to pay the annual debt service on the issuance of \$10,000,000 to partially fund a new Town Hall for the Town of Flower Mound. The estimated total cost of the project is \$15,000,000; \$10,000,000 from the TIRZ and \$5,000,000 from the Town. The project consists of an approximately 46,000 sq. ft. Town Hall and associated site improvements located at intersection of FM 1171 and Morriss Road, being the same location of the existing Town Hall. The new Town Hall was designed with enough space to consolidate staff currently operating from the existing Town Hall facility and rented space at the Atrium. Approximately 5,000 square-feet of space is provided for future expansion. The facility has been designed with an effort to maximize space and reduce wasted real estate that currently exists between the two main locations of Town operations; Town Hall and the Atrium. The new Town Hall will remove the lease payment obligation to the Town for the 19,000 square-feet of space leased at the Atrium at an amount of \$300,000 annually.

On August 15, 2016, Town Council approved the following: a revision to the Tax Increment Reinvestment Zone #1 Project Plan (providing for the revised budget for the new Town Hall), 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 (related to the new Town Hall funding), and a professional services agreement with Oxley Williams Tharp Architect for the new Town Hall design. A professional services agreement with Kleinfelder Central, Inc., to provide geotechnical professional engineering services, in the amount of \$14,990, was approved by Manager Communication on August 28, 2016. The Construction Manager at Risk (CMAR) contract with Steele Freeman was approved by Town Council on December 19, 2016. The groundbreaking ceremony for the new Town Hall was held on June 19, 2017 and has been actively under construction since then. Current Town Hall staff will move into the new Town Hall the first week of December 2018, with the ribbon cutting and first council meeting to be held on December 17, 2018. The remaining Town Staff currently housed at The Atrium will relocate to the new Town Hall in March 2019, at which time the project will be complete.

Town of Flower Mound Public Library Project

On June 19, 2017, the TIRZ Board recommended the use of TIRZ #1 Funds to pay the annual debt service on the issuance of \$10,900,000 for the Town of Flower Mound Public Library Renovation and Expansion Project. The project consists of a renovation of the existing 25,000 sq. ft. Library and an expansion of approximately 15,000 sq. ft., as well as associated site improvements. The expansion of the Library will create additional adult program rooms, quiet reading rooms, study rooms, additional collection space, a multi-purpose room, and more meeting spaces. On November 6, 2017, the Town Council approved a reimbursement resolution for an amount not to exceed \$10,900,000 to fund improvements in accordance with the FY 17-18 Capital Improvement Plan. On December 4, 2017, the Town Council then authorized the publication of notice to issue Certificates of Obligation, Series 2018, in the principal amount not to exceed \$10,900,000 to fund the project. This same evening, Town Council approved a professional services agreement for Library design services with Komatsu Architecture. Komatsu Architecture was the architect for the Library when originally built. Most recently, the Construction Manager at Risk (CMAR) contract with Steele-Freeman was approved by the Town Council on June 18, 2018. The project design is ongoing and 50% plan review/budget meetings were held early July 2018. Finish out selections are complete and 65% plans received. Construction award is planned for March 2019.

Street Projects

FM 1171 Eastbound Turn Lanes at FM 2499 Intersection

The project included the installation of FM 1171 eastbound turn lanes at the FM 1171/FM 2499 intersection, as well as related sidewalk and utility relocations. Town Council awarded the contract on July 17, 2017

and work began soon thereafter. The project has been completed and the turn lane is operational, reducing traffic back up at this intersection.

FM 1171 Westbound Turn Lanes at FM 2499 Intersection

The project includes the installation of a FM 1171 westbound turn lane at the FM 1171/FM 2499 intersection, providing for approximately 410 feet of paving, hike/bike trails, utility relocations and traffic signal upgrades. The design contract in the amount of \$55,000 was awarded to Kimley-Horn and Associates, Inc. on October 3, 2016. Since that time, project design has been complete and right-of-way acquisition is ongoing. Buried utilities were located and several lines will need to be relocated. Coordination with TxDot is ongoing.

Waketon Road

The Waketon Road Phase I project limits are from FM 2499 to the western limits of the proposed Bradford Park Subdivision (approximately 1,450' east of Chinn Chapel Road). The project includes curb and gutter, enclosed drainage systems, and a water line realignment. On November 21, 2016, Town Council approved the professional services contract for design of the project. Later, on May 15, 2017, the Town Council approved a Development Agreement with CalAtlantic Homes, for construction of the improvements, providing reimbursement of the Town's share of the construction costs associated with the infrastructure improvements. Phase I of the project has been completed. The developer has not yet requested reimbursement from the Town.

The Waketon Road Phase II project includes approximately 1,650 linear feet of two-lane concrete roadway (urban collector) from Chinn Chapel Road to the western limits of the Bradford Parks Subdivision. The project includes curb and gutter, enclosed drainage systems, and a roundabout at Chinn Chapel. This phase is currently in design.

College Parkway/FM 2499 Traffic Signal

A professional services agreement with Kimley-Horn and Associates, Inc., to provide traffic signal design services, in the amount of \$28,000 (which included this and another intersection), was approved by Town Council on May 15, 2017. On January 18, 2018, Town Council awarded the contract for the signal installation, which included the new traffic signal, Americans with Disabilities Act improvements, and the installation of certain equipment supplied by the Town. Since that time, the signal has been installed and is operational. The intersection met traffic signal warrants and was also identified as needed to serve a new commercial and residential development.

CAPITAL IMPROVEMENT PLAN BUDGET

Project	Estimated Cost
STREETS	
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267
Chinn Chapel (FM 407 to Dixon)	1,387,500
Chinn Chapel (Dixon to Waketon)	941,305
Waketon Road	5,270,000
Rippy Road (FM 2499 to Waketon)	2,115,000
Churchill (East end to Yucca)	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	998,000
FM 1171 at FM 2499 Eastbound Right Turn Lane	785,000
Subtotal	\$14,582,072
SIGNALS	
College Parkway at FM 2499	\$150,000
Subtotal	\$150,000
WATER	
FM 2499 west side from FM 1171 to Dixon	\$1,700,000
FM 407 from FM 2499 to Country Meadows Addition	438,039
Subtotal	\$2,138,039
FACILITIES	
Town Hall	\$10,000,000
Senior Citizen Activity Center	4,869,638
Library renovation/expansion	10,900,000
Subtotal	\$25,769,638
PARKS	
Timber Trails Park	\$400,000
Subtotal	\$400,000
Improvements in Forum (Riverwalk) Area	\$4,000,000
Parking Structure	1,000,000
Subtotal	\$5,000,000
Other Projects	\$429,566
Town Center Master Plan	50,685
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	180,000
Subtotal	\$660,251
TOTAL	\$48,700,000

BUDGET VS EXPENDITURES

Project	Current Budget	Expended Costs to Date	Remaining Balance
STREETS			
Dixon Lane (Chinn Chapel to Crestside)	\$2,685,267	\$2,685,267	\$0
Chinn Chapel (FM 407 to Dixon)	1,387,500	1,387,500	0
Chinn Chapel (Dixon to Waketon)	941,305	941,305	0
Waketon Road	5,270,000	428,750	4,841,250
Rippy Road (FM 2499 to Waketon)	2,115,000	0	2,115,000
Churchill (East end to Yucca)	400,000	0	400,000
FM 1171 at FM 2499 Westbound Right Turn Lane	998,000	54,085	943,915
FM 1171 at FM 2499 Eastbound Right Turn Lane	785,000	345,909	439,091
Subtotal	\$14,582,072	\$5,842,816	\$8,739,256
SIGNALS			
College Parkway at FM 2499	\$150,000	\$115,000	\$35,000
Subtotal	\$150,000	\$115,000	\$35,000
WATER			
FM 2499 west side from FM 1171 to Dixon	\$1,700,000	\$0	\$1,700,000
FM 407 from FM 2499 to Country Meadows Addition	438,039	438,039	0
Subtotal	\$2,138,039	\$438,039	\$1,700,000
WASTEWATER			
FM 2499 east side from Valley Creek Church to Dixon	\$0	\$0	\$0
FM 407 from FM 2499 to County Meadows Addition	0	0	0
Subtotal	\$0	\$0	\$0
FACILITIES			
Town Hall	\$10,000,000	\$980,000	\$9,020,000
Senior Citizen Activity Center	4,869,638	4,869,638	0
Library renovation/expansion	10,900,000	660,000	10,240,000
Subtotal	\$25,769,638	\$6,509,638	\$19,260,000
PARKS			
Timber Trails Park	\$400,000	\$0	\$400,000
Subtotal	\$400,000	\$0	\$400,000
Improvements in Forum (Riverwalk) area	\$4,000,000	\$0	\$4,000,000
Parking Structure	1,000,000	0	1,000,000
Subtotal	\$5,000,000	\$0	\$5,000,000
Other Projects	\$429,566	\$0	\$429,566
Town Center Master Plan	50,685	50,685	0
Retail Developments Shared Drive (FM 407 & Chinn Chapel)	180,000	180,000	0
Subtotal	\$660,251	\$230,685	\$429,566
TOTAL	\$48,700,000	\$13,136,178	\$35,563,822

Highlighted values indicate changes from 2017

TIRZ FUND *

	CAPITAL PROJECTS	DEBT SERVICE	TOTAL
Beginning Balance:			
<i>October 1, 2017</i>	\$11,424,060	\$118,056	\$11,306,004
Revenues:			
Property Tax	\$4,790,944	\$0	\$4,790,944
Interest	<u>\$177,364</u>	\$0	<u>\$177,364</u>
TOTAL REVENUES	\$4,968,308	\$0	\$4,968,308
Expenditures:			
Land Purchases	\$236,358	\$0	\$236,358
Professional Services	\$0	\$0	\$0
Construction/Improvements	<u>\$491,049</u>	<u>\$2,056,471</u>	<u>\$2,547,520</u>
TOTAL EXPENDITURES	\$727,407	\$2,056,471	\$2,783,878
Ending Balance:			
<i>September 30, 2018 (unaudited)</i>	\$15,664,961	(\$2,174,527)	\$13,490,434

ANNUAL REPORT

Chapter 311.016 of V.C.T.A. requires the following information as part of the annual report on the status of the TIRZ District. Information is contained in detail on the attached financial statements.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$4,968,308 Total Revenue

2. Amount and purpose of expenditures from the fund:

\$727,407 Total Expenditures

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

\$2,056,471 Total Principal and Interest

- I. Contributions /Advances from developers— none.
- II. Bonds issued and payment schedule to retire bonds—

2017COTIRZ: Town Hall	Fiscal Year	Principal	Interest	Total
	2019	1,000,000	236,425	1,236,425
	2020	1,020,000	216,425	1,236,425
	2021	1,045,000	196,025	1,241,025
	2022	1,065,000	175,125	1,240,125
	2023	1,085,000	153,825	1,238,825
	2024	1,110,000	126,700	1,236,700
	2025	1,145,000	93,400	1,238,400
	2026	1,190,000	47,600	1,237,600
		<u>\$ 8,660,000</u>	<u>\$ 1,245,525</u>	<u>\$ 9,905,525</u>

2018COTIRZ: Library	Fiscal Year	Principal	Interest	Total
	2019	1,140,000	261,850	1,401,850
	2020	1,160,000	239,050	1,399,050
	2021	1,185,000	215,850	1,400,850
	2022	1,210,000	192,150	1,402,150
	2023	1,230,000	167,950	1,397,950
	2024	1,270,000	131,050	1,401,050
	2025	1,305,000	92,950	1,397,950
	2026	1,345,000	53,800	1,398,800
		<u>\$ 9,845,000</u>	<u>\$ 1,354,650</u>	<u>\$ 11,199,650</u>

4. Tax Increment base and current captured appraised value retained by the zone:

Taxing Jurisdiction	Net Taxable Fiscal Year Value 2017 - 2018	Base Year* Value Jan 1, 2005	Captured App. Value Fiscal Year 2017 - 2018
Town of Flower Mound	\$962,816,120	\$228,290,889	\$734,525,231
Denton County	\$1,004,278,811	\$229,382,705	\$774,896,106

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- A. Captured appraised value shared by the municipality and other participating taxing jurisdictions received in Fiscal Year 2017-2018:

Taxing Jurisdiction	Participation Per \$100/Value	Amount of 2017-2018 Increment
Town of Flower Mound (100%)	\$0.439000	\$3,224,565.76
Denton County (85%)	\$0.202140	\$1,566,376.54
Total	\$0.641140	\$4,790,942

- B. Amount of tax increment received in 2018 from the municipality and the other taxing jurisdictions based on 2017 valuations: \$4,790,942.
- C. Other information: None

* Base Year Value as of January 1, 2005 is for Fiscal Year 2005-2006.



TOWN COUNCIL AGENDA ITEM NO. 20

CONSENT ITEM

DATE: December 17, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of an ordinance to reappoint Municipal Judge Jeff Tasker for the period of January 1, 2019, through December 31, 2020.

BACKGROUND INFORMATION: Judge Tasker was appointed to serve as Municipal Judge on November 21, 2016, and with a term expiration date of December 31, 2018. State law dictates a two-year term for the Municipal Judge. In addition, any action of the governing body regarding the appointment or reappointment must be done by Ordinance. The attached Ordinance renews his term for the period of January 1, 2019, through December 31, 2020.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):
\$75,000	

Finance Review by: N/A

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

ATTACHMENTS:

1. Draft Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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 has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or associate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record;

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

SECTION 1

It is hereby found that the office of municipal judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Jeff Tasker is hereby appointed as municipal judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on January 1, 2019, and to expire on December 31, 2020. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Jeff Tasker shall continue to serve until his successor shall be duly qualified.

SECTION 3

In accordance with Section 30.00007, Texas Government Code, Jeff Tasker shall serve as Presiding Judge of the Town of Flower Mound Municipal Court of Record with all attendant rights and duties thereto. In addition, Jeff Tasker shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

A. As compensation for all required services, the Town agrees to pay to the Presiding Judge Seventy-Five Thousand and No/00 Dollars (\$75,000.00) annually, payable in monthly installments for all duties and responsibilities.

B. In the event the Judge is required to testify at a court proceeding relative to his duties as Judge, the Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Judge. Such training and expenses associated with such training, and payment therefor, shall be coordinated with the Town's Chief Financial Officer in advance of any such training. Judge will not be otherwise compensated for such training.

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 phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases,

clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 17TH DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"
Duties and Responsibilities
Presiding Judge, Town of Flower Mound

Duties.

- a. The Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances, and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. The Judge shall provide the Town Council with quarterly updates of matters in the Flower Mound Municipal Court, and such updates shall be presented by the Judge to the Town Secretary (for distribution to the Town Council) within ten (10) calendar days following March 31, 2019, June 30, 2019, September 30, 2019, December 31, 2019, March 31, 2020, June 30, 2020, September 30, 2020, and December 31, 2020. Upon request of the Mayor or Town Council, such updates may be presented at a scheduled Town Council meeting.
- b. The Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders, and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Judge shall operate within the docket schedule prepared and coordinated by the Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.
- b. The Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters

such as dismissals, installment payments, deferred disposition, and continuances. The Court Administrator will be available for consultation and comment with regard to any proposed procedures should the Judge so desire. The Town will provide the necessary secretarial staff to the Judge for clerical assistance. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and signed by the Judge prior to incorporation. No policy will be implemented by the clerks of the court prior to the same being in written form and executed by the Judge. Court clerks will not enforce oral policies.

- c. The Judge shall adhere to the Standing Orders.

On Call Procedures.

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Judge to the Court and to the Police Department on a monthly basis no later than seven (7) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 7:00 a.m. and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. When "On Call," the Judge must return calls within thirty (30) minutes. In the event the "On-Call" alternate judge fails to respond, the Judge may be called.

Municipal Court Operations.

- a. The Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with the rules in the Standing Orders and all applicable state and federal laws. An officer or community services officer shall be made available for assisting with arraignments.
- b. All paperwork from jail arraignments must be properly completed. The Judge shall ensure that no judicially-inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Judge; however, this shall in no way be read to create a duty for the Judge to correct the document or to give legal advice to Town staff.
- c. The Judge shall be available when "On Call" to sign warrants, probable cause affidavits or emergency arraignments (such as for medical emergencies) at times other than as scheduled, or for times outside the normal business day of 8:00 a.m. to 5:00 p.m.
- d. Every effort shall be made by the Judge to give at least thirty (30) minutes' notice to police personnel (either by contacting the CSO on duty or the main Flower Mound Police Department telephone number) prior to arrival on Town premises to conduct arraignments.



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: December 17, 2018

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0008 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) and Agricultural District (A) uses, with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$263,088 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$80,504*. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. *(The Planning and Zoning Commission recommended approval with conditions by a vote of 6 to 0 at its November 12, 2018, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Prior to the November 19, 2018, Town Council hearing, the Applicant requested this item be postponed to the December 3, 2018, Town Council public hearing [see Attachment A(3)], however the Council recommended a postponement date of December 17, 2018.

During the staff presentation, the permitted number of stories noted in the table on Page 3 for the proposed Tract 1 and Tract 2 was clarified. In preparing the table, staff inadvertently noted two, however permitted the number of stories should be three.

*As noted in the attached P&Z report, the previous zoning request for this property was based on a higher density (58 buildable lots compared to the current 29 buildable lots), and a larger assemblage of land area (15.759 acres compared to the current 14.802 acres). The following represents required dedication and/or fees as generated by the current application:

Park Land Dedication

- 3.36 acres of land per 100 dwelling units=0.0336 acres per dwelling unit
- 0.9744 acres required

Payment in lieu of Park Land Dedication

- \$135,000.00 per acre is the fair market value of land within the development as determined by the Fair Market Value
- \$131,544 required based on 29 lots

Park Development Fees

- \$1,388 per dwelling unit
- \$40,252 required based on 29 lots

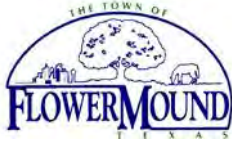
At this time, the applicant is in agreement with the recommendation of the Parks Board as well as the Planning and Zoning Commission's recommendation for the requested Planned Development.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Applicant's request to postpone

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 as presented including acceptance of payment in lieu of park land dedication and park development fees.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: November 12, 2018

FROM: Richard Brown, Senior Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD18-0008 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) and Agricultural District (A) uses, with certain exceptions and modifications to the Code of Ordinances. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks 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 application will require final action by the Town Council.

II. APPLICATION ANALYSIS

As a matter of reference, an application for a Master Plan Amendment from Medium Density to High Density Single-Family Detached and an application for a Zoning Planned Development with Single-Family District-5 (SF-5) uses were considered by the Planning and Zoning Commission on [March 26, 2018](#), and by the Town Council on [April 16, 2018](#). During the Town Council hearing, the applicant requested to be remanded back to the Planning and Zoning Commission on April 23, 2018, so as to present a revised application that revised density and various development standards related to the proposed residential development. Furthermore, the Town Council stated that the application could return on the May 21, 2018 Town Council agenda, assuming a recommendation from the Planning and Zoning Commission.

The applicant presented the revised application to the Planning and Zoning Commission on [April 23, 2018](#). Following the Planning and Zoning Commission's recommendation, the applicant submitted a written request on May 11, 2018 to postpone indefinitely the May 21, 2018 Town Council public hearing. The applicant subsequently withdrew the applications, thus making way for this Zoning Planned Development request.

The above referenced links to the respective public hearings may be accessed to review the details.

The purpose of this request is to rezone approximately 14.802 acres of land and creating two tracts to accommodate the proposed residential subdivision:

Tract 1 - 29 buildable lots to be developed under the Single-Family-10 District (SF-10), with three x-lots (see x-lot detail below)

Tract 2 - This tract will serve infrastructure to provide for drainage and utilities, retaining the existing Agricultural District zoning (see table below). It should be noted any proposed development within this tract will require an amendment to the Zoning Planned Development.

The existing Agricultural zoning requires residential lots containing a minimum two acres in size. The entire acreage is largely undeveloped with the exception of residential/accessory structures within the northwest quadrant, all of which will be removed to provide for the applicant's development vision.

The property is located along the north line of Spinks Road, the west line of Gerault Road, and the south line of Sweetwater Lane. The development will provide for one point of ingress/egress along Sweetwater Lane. Internal circulation will be provided by internal streets possessing 31 feet of pavement within a 50 foot-wide right-of-way. The property is diagonally encumbered by various overlapping easements and required building setbacks (from the electric easement) within an approximate 270-foot-wide area:

- 70 foot-wide Brazos Electric Power easement
- 75 foot-wide Lone Star Gas Company easement
- 15 foot-wide Verizon easement
- 100 foot-wide building setback area from the electric easement

The accompanying conceptual site plan [Attachment B(1)] provides for a one-phase residential development consisting of a maximum of 29 buildable lots with a minimum lot size of 10,000-square-feet. There are also three open space/x-lots that will function as follows:

- 1) required landscape buffer and perimeter screening wall;
- 2) open space lot on the west side of the ingress/egress point along Sweetwater Lane that will accommodate the subdivision signage and possible future amenities for residents; and
- 3) The Tract 2 portion of the site will accommodate infrastructure to capture stormwater runoff from Tract 1, with the balance being left as unimproved

III. REQUESTED MODIFICATION

As a component of the proposed PD standards, the applicant is requesting the following modification to the minimum and maximum dimensional regulations of the SF-10 zoning district; see *Minimum Lot Width*:

TOWN STANDARD	EXISTING AGRICULTURAL DISTRICT	TOWN STANDARDS FOR SF-10 DISTRICT	PROPOSED	
			TRACT 1 SF-10 DISTRICT (29 LOTS)	TRACT 2 AGRICULTURAL DISTRICT
MINIMUM LOT AREA	TWO ACRES	10,000 SF	10,000 SF	TWO ACRES
MINIMUM LOT WIDTH	200 FEET	70 FEET	80 FEET	200 FEET
MINIMUM FLOOR AREA/DWELLING UNIT	1,800 SF	1,800 SF	1,800 SF	1,800 SF
MINIMUM FRONT YARD	40 FEET	25 FEET	25 FEET	40 FEET
MINIMUM SIDE YARD	25 FEET	10 FEET	10 FEET	25 FEET
MINIMUM REAR YARD	20 FEET	25 FEET	25 FEET	20 FEET
MAXIMUM LOT COVERAGE	25 PERCENT	40 PERCENT	40 PERCENT	25 PERCENT
MAXIMUM FLOOR AREA RATIO	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM
MAXIMUM STORIES/ STRUCTURE HEIGHT	3 STORIES/ 35 FEET	3 STORIES/ 35 FEET	2 STORIES/ 35 FEET	2 STORIES/ 35 FEET
MISCELLANEOUS STANDARDS FOR THE PROPOSED TRACT 1 PORTION OF THE RESIDENTIAL SUBDIVISION • PORCHES MAY ENCROACH INTO THE REQUIRED FRONT YARD A MAXIMUM OF EIGHT FEET • CORNER LOTS - SETBACKS MATCH FRONT YARD SETBACK FOR KEY LOTS; 15 FEET FOR NON-KEY LOTS • FENCES MAY NOT EXTEND INTO THE FRONT YARD BEYOND THE FRONT FAÇADE				

The site possesses one specimen tree (19 inch Cedar Elm) which will be retained. It is located along the Sweetwater Lane frontage within the proposed Lot 1, Block A.

On [March 1, 2018](#), the Parks Board voted to recommend acceptance of cash in lieu of land in the amount of \$263,088, in the place of otherwise required Park Land dedication and Park Development Fees in the amount of \$80,504. It should be noted this recommendation was based on the previously requested 58 buildable lots. The Town Council's action will be based on 29 buildable lots, and as such, the dedication and fees will be recalculated to this reduced number of buildable lots.

The revised calculations (land dedication and fees) will be presented to the Town Council for consideration at the same time as the subject Zoning Planned Development is considered.

IV. UNRESOLVED ITEM

This application was submitted to the Town on July 13, 2018. During this time, there has been a significant amount of effort expended by Town Staff and the applicant's development team to ensure the application complies with all relevant components of the Master Plan as well as possessing sensitivity of the development's impact on the residential developments abutting the site's western and northern property lines.

As this report has addressed all aspects of the applicant's development vision, there does remain one item that staff does not support.

Park Land Dedication

As noted above, the Parks Board considered this application and the proposed development standards on March 1, 2018, and the site possesses an approximate 270-foot-wide area that is unbuildable. The electrical easement has overhead lines while the gas easement locates their lines underground. On the south side of the easement area, Tract 2 will be platted as an x-lot that will serve to capture stormwater runoff as well as anticipated amenity areas for the residents of the subdivision. It is not uncommon for private development to improve retention/detention areas with amenities to serve its residents (or tenants/employees/visitors for nonresidential development).

While working with the applicant during this process, staff had taken a position that due to the characteristics of the land area identified for dedication, it would be difficult to utilize for public park purposes. It should be noted the Parks and Trails Master Plan denotes a trail section that traverses across the property on the north side of the easement area from Gerault Road. This portion of the trail will be installed between the roadway and its western property line during construction of the residential subdivision. Furthermore, a sidewalk connection will be provided from the cul-de-sac to the trail extension, thereby providing future residents a convenient pathway to the trail.

As the applicant is requesting alternate park land dedication and fees [see Attachment B2)], Staff has included subject matter in this section of the report. The Town Council will consider this during its public hearing of the request.

V. 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 0 pieces of correspondence in support and 0 pieces of correspondence in opposition to the request. All correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

VI. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

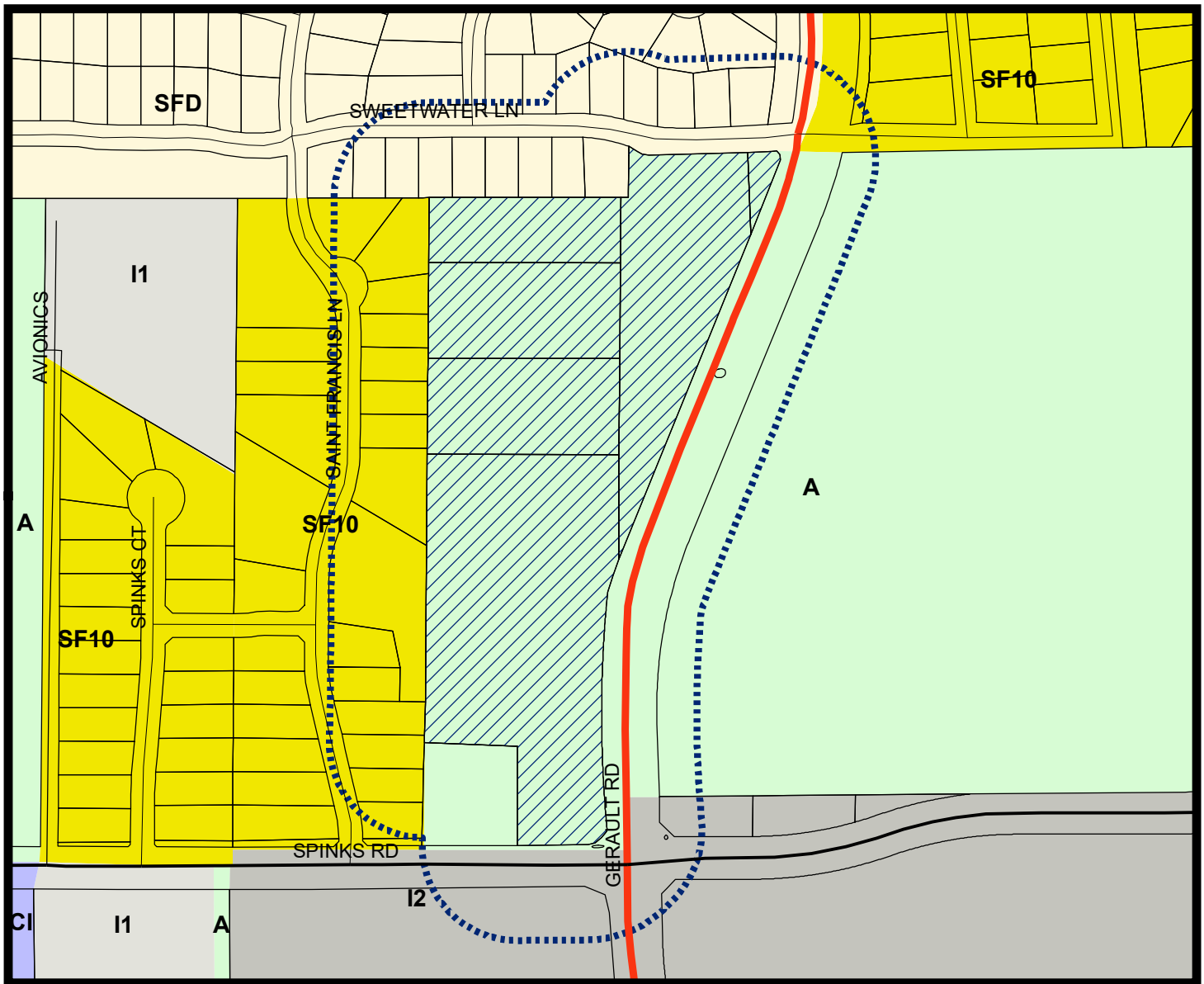
B. Application Details

1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

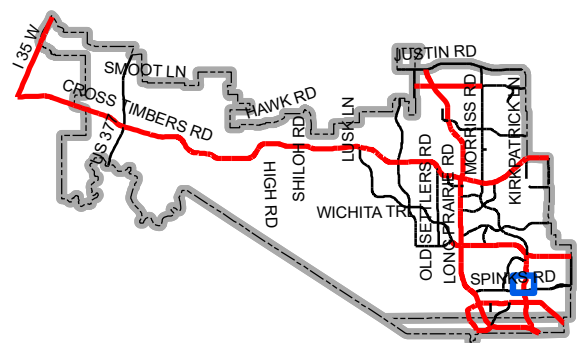
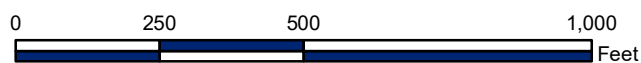
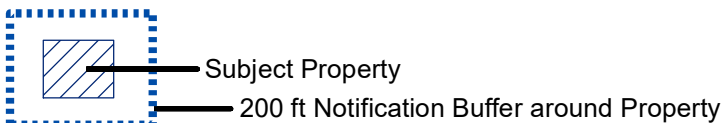
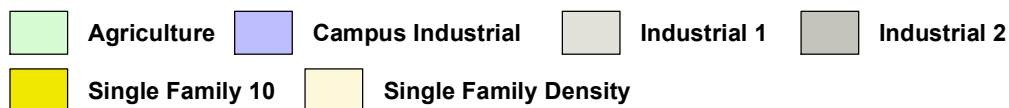


Vicinity Map

Reference Project: ZPD18-0008



LEGEND



Map Location



October 12, 2018

Richard Brown, Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Mr. Brown,

LandDesign, Inc. has submitted an application on behalf of Contour Real Estate & Development, LLC (herein referred to as "Applicant") for a Zoning Planned Development and Master Plan Amendment for Magnolia Court (herein referred to as the "site" or "property"). The application is for approximately 14.802 acres of land located at the southwest corner of the intersection of Gerault Road and Sweetwater Lane.

Existing Zoning and Land Uses

The property is currently zoned Agricultural (A) and listed as "Medium Density" under the Town of Flower Mound's Master Plan. The existing uses on the property include three single-family residences, two of which are currently vacant and primary used for storage.

To the west and north, the property is bordered by the Bella Strada neighborhood (SF-10 zoning, Medium Density Residential) and the Cedar Bluff neighborhood (SFD PD-58 zoning, Medium Density Residential). To the east of the property is the Town of Flower Mound's Community Activity Center (Agricultural zoning, Park). To the south of the property is the northern boundary of the Lakeside Business District (I2 PD-44 zoning) and uses are primarily comprised of warehouse with limited office.

Proposed Zoning and Land Use

The Applicant is requesting a Zoning Planned Development to allow for twenty-nine (29) single-family residential lots and it is anticipated that construction of the property shall be developed as one phase. The Zoning Planned Development request will allow for two tracts within the property with "Tract 1" allowing for Single Family District 10 (SF-10) zoning in accordance with the Town of Flower Mound Master Plan and "Tract 2" retaining existing Agricultural District (A) zoning. Tract 2 shall be utilized for storm water management purposes as part of this proposed zoning.

As shown on the Conceptual Site Plan, of the 14.802 acres within the development area, a collective 4.408 acres (29%) of Common Area X Lots have been provided.

Special Considerations

The following items include special considerations that are unique to the property that the Applicant has taken into consideration:

1. The following easements extend along the southern limits of the zoning request area from the Gerault Road right-of-way limits and continue toward the northwest into the Bella Strada neighborhood:
 - A 70-foot wide Brazos Electric Power Cooperative Easement which contains a high voltage electrical transmission line.
 - A 15-foot wide Verizon Easement.
 - A 75-foot Lonestar Gas Company Easement

As required by Section 98-979 of the Code of Ordinances, no residential building may be constructed within 100-feet of the edge of the right-of-way or easement for a high voltage electrical transmission line, also known as the Building Free Area. As a result of this requirement, no residential building may be constructed within a 270-foot wide area of property extending from the eastern right-of-way limits along Gerault Road and continue toward the northwest into the Bella Strada neighborhood.

2. The property includes several existing and proposed trails as identified within the Town of Flower Mound's Parks and Trail Master Plan. These include:
 - Along Gerault Road, an 8-foot wide meandering multi-use trail is proposed within the 25-foot street buffer and Gerault Road right-of-way. This trail will connect from the existing trail along to Spinks Road and extend to the north to the intersection with Sweetwater Lane.
 - Along Sweetwater Lane, an 8-foot wide meandering multi-use trail is proposed within the 15-foot street buffer and Sweetwater Lane right-of-way. This trail shall connect to the existing 4-foot wide sidewalk to the west. This trail will connect from the existing sidewalk and extend to the east to the intersection with Sweetwater Lane and Gerault Road.
 - Along Spinks Road, the Town of Flower Mound has constructed the extension of the Bluebonnet Trail. The existing trail is an 8-foot wide multi-use trail located at the back of curb along Spinks Road and it is the intent of the Applicant to maintain this existing trail. A 25-foot street buffer has been proposed along the Spinks Road right-of-way.
 - Within the utility easement extending from the eastern right-of-way limits along Gerault Road and continuing toward the northwest into the Bella Strada neighborhood, an 8-foot wide multi-use trail is proposed to connect from the multi-use trail along Gerault Road and to extend the western property line adjacent to the Bella Strada neighborhood.
3. Street access to the property is proposed to be from Sweetwater Lane to the north. This access point will allow for minimal disruption of the trail network along Gerault Road and potential access conflicts with the existing median break at the entrance to the Town of Flower Mound's Community Activity Center.

Proposed Exceptions

There are no proposed exceptions to the Single-Family District-10 (SF-10) or Agricultural (A) zoning districts. Additionally, no exceptions to the Town of Flower Mound's Master Plan are proposed with this application.

Community Outreach and Due Diligence

The Applicant participated in a Design Review Committee meeting with Town Staff on July 10, 2018 to receive preliminary feedback based on the proposed zoning and conceptual site plan. On December 11, 2017, the Applicant walked the property with the Town of Flower Mound's Environmental Review Analyst to identify any specimen trees that may be located on the property.

Please let me know if you have any questions or need any further information.

A handwritten signature in black ink, appearing to read 'H. Kendrick', is positioned above the typed name.

Sincerely,
Heth Kendrick, PLA
Principal for LandDesign, Inc.



PLANTING NOTES:

- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES FOR THE TOWN OF FLOWER MOUND.
- REFER TO RZ3.0 FOR ADDITIONAL NOTES AND INFORMATION PERTAINING TO TREE SURVEY AND MITIGATION.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN.
- THE PROPERTY OWNER AND/OR LESSEE SHALL MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPE AREAS IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL AND REPLACEMENT OF DEAD OR DISEASED TREES AND SHRUBS. MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS IN ORDER TO MAINTAIN PLANT VIGOR AND STABILITY AND TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.
- FINAL TREE SPECIES AND LOCATIONS TO BE DETERMINED DURING FINAL PLAT.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.

KEY MAP

SEAL

PRELIMINARY
FOR REVIEW PURPOSES ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.

Matthew S. Vinten
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2946

PROJECT

MAGNOLIA COURT

CONTOUR REAL ESTATE &
DEVELOPMENT LLC

14275 MIDWAY ROAD, SUITE 215

ADDISON, TX 75001

LANDDESIGN PROJ.# 8517032

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1st SUBMITTAL	07.16.18
2	2nd SUBMITTAL	09.26.18
3	3rd SUBMITTAL	10.12.18

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

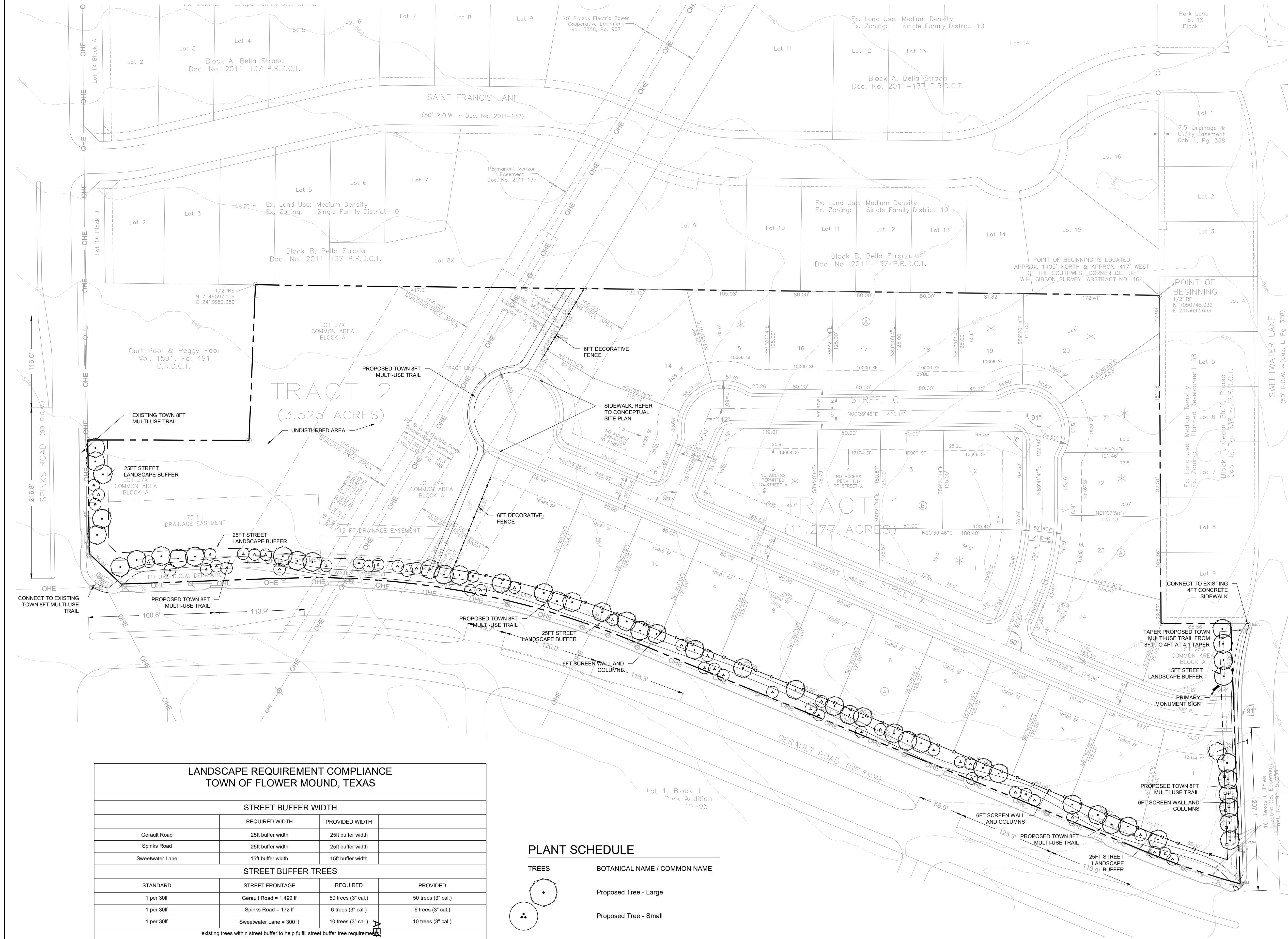
VERT: N/A
HORZ: 1"=60'
0 30' 60' 120'

SHEET TITLE

CONCEPTUAL LANDSCAPE
PLAN (SHEET 1 OF 2)

SHEET NUMBER

RZ1.0



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND, TEXAS

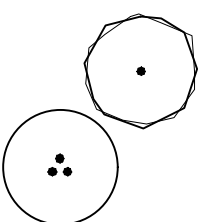
STREET BUFFER WIDTH			
	REQUIRED WIDTH	PROVIDED WIDTH	
Gerault Road	25ft buffer width	25ft buffer width	
Spinks Road	25ft buffer width	25ft buffer width	
Sweetwater Lane	15ft buffer width	15ft buffer width	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE	REQUIRED	PROVIDED
1 per 30ft	Gerault Road = 1,492 lf	50 trees (3" cal.)	50 trees (3" cal.)
1 per 30ft	Spinks Road = 172 lf	6 trees (3" cal.)	6 trees (3" cal.)
1 per 30ft	Sweetwater Lane = 300 lf	10 trees (3" cal.)	10 trees (3" cal.)
existing trees within street buffer to help fulfill street buffer tree requirements			

STREET BUFFER MITIGATION TREE CREDITS			
STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 preserved protected/specimen tree = 1 tree credit	Gerault Road	tbd	tbd
	Spinks Road	tbd	tbd
	Sweetwater Lane	tbd	tbd

PLANT SCHEDULE

TREES

BOTANICAL NAME / COMMON NAME



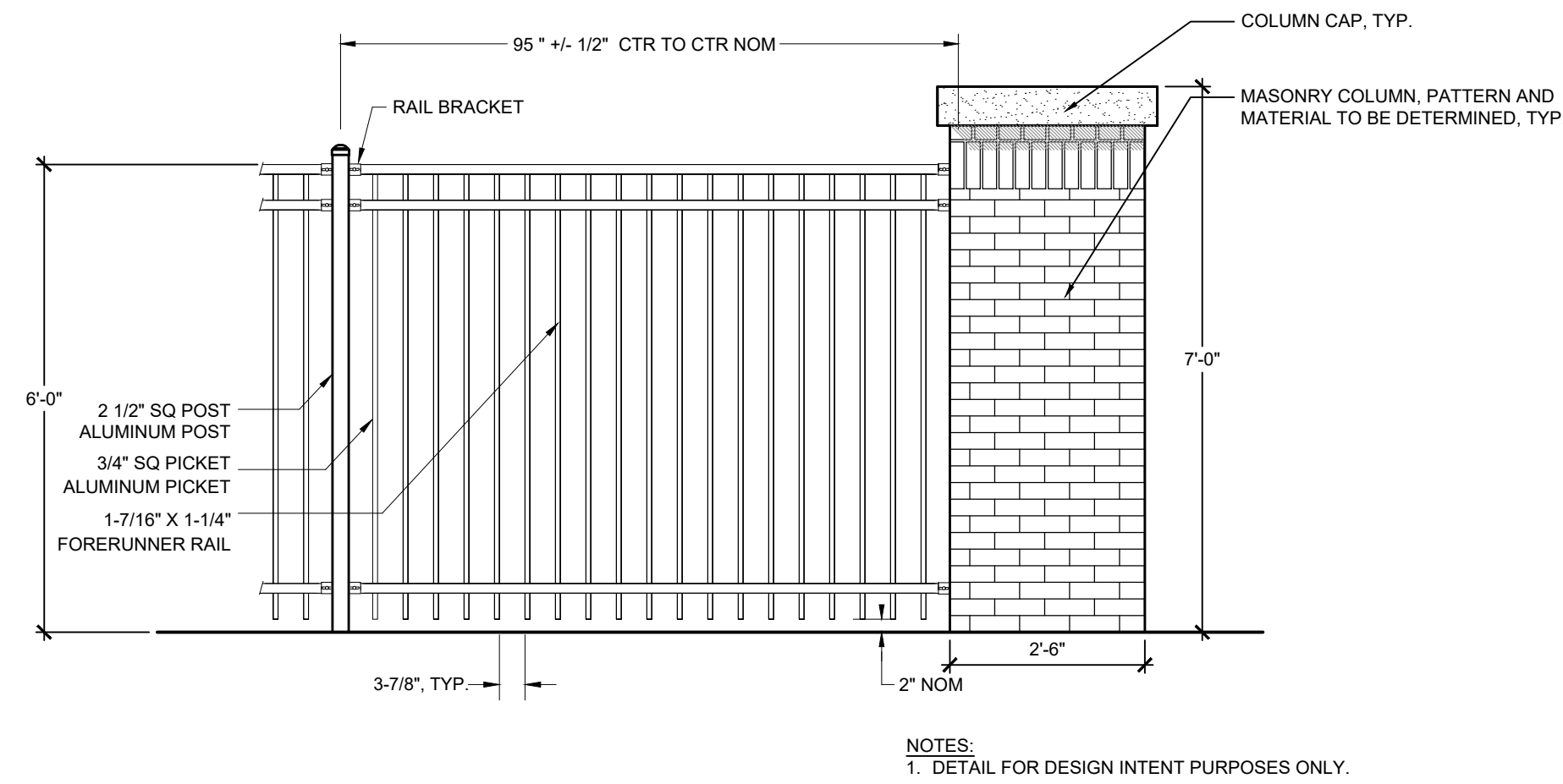
Proposed Tree - Large

Proposed Tree - Small



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.



2 DECORATIVE FENCE
RZ2.0 SECTION



NTS

SEAL

Registration Number: 2946

ADDISON, TX 75001

REVISION / ISSUANCE

[illegible]

SCALE

(NOT TO SCALE)

SHEET TITLE

SHEET NUMBER

RZ2.0

Exhibit “B”

Development Standards

Planned Development District No. 168 (PD-168)

Magnolia Court

The development on the property comprising approximately 14.802 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-168 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

A. Exhibits.

The following exhibits are incorporated into this Planned Development District:

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

B. Uses.

Development of Magnolia Court, comprising approximately 14.802 acres of land, shall comply with all regulations applicable to the Single Family Residential District-10 (SF-10) and the Agricultural District (A) contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

1. Permitted Uses-Tract 1 and Tract 2. Only the following permitted uses shall be allowed, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to section 98-972;
 - c. Garage Sale, subject to section 98-982;
 - d. Home occupation, subject to section 98-984;
 - e. Model home (Tract 1, only); and,
 - f. Swimming pool, private.
2. Specific Uses-Tract 1 and Tract 2. No specific uses requiring the issuance of a specific use permit shall be allowed.
3. Temporary Uses-Tract 1 and Tract 2. Only the following temporary uses shall be allowed 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. Field office, temporary;
- c. Sales trailer, temporary, subject to section 98-993 (Tract 1, only); and,
- d. Temporary special event, subject to section 98-976.

C. Minimum and maximum dimensions.

1. Tract 1.

- a. Minimum lot area per dwelling. The minimum lot area shall be 10,000 square feet, subject to section 98-1023.
- b. Minimum lot width. The minimum lot width shall be 80 feet, subject to section 98-1024.
- c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.
- d. Minimum front yard.
 - i. Except as provided in this paragraph, the minimum front yard setback shall be 25 feet, subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is 15 feet.
 - ii. A front entry garage shall be set back a minimum of 25 feet from the front property line.
 - iii. Porches may encroach a maximum of eight feet into the front yard.
 - iv. Fences shall not extend into the front yard beyond the front façade of the residential dwelling.
- e. Minimum side yard. The minimum side yard shall be ten feet, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard shall be 25 feet, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage shall be 40 percent, subject to section 98-1029.
- h. Maximum floor area ratio. There shall be no maximum floor area requirement.
- i. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.

2. Tract 2.

- a. Minimum lot area per dwelling. The minimum lot area shall be two acres (87,120 square feet), subject to section 98-1023.
- b. Minimum lot width. The minimum lot width shall be 200 feet, subject to section 98-1024.
- c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.
- d. Minimum front yard.
 - i. Except as provided in this paragraph, the minimum front yard setback shall be 40 feet, subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is fifteen feet 15 feet.
- e. Minimum side yard. The minimum side yard shall be 25 feet, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard shall be 20 feet, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage shall be 25 percent, subject to section 98-1029.
- h. Maximum floor area ratio. There shall be no maximum floor area requirement.
- i. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.

D. Landscape Standards.

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

1. Tract 1-Front Yard Trees.

- a. At least one canopy street tree shall be required in the front yard of each lot. The tree shall be located within five feet of street right-of-way and be placed within the property boundary area of the lot, subject to compliance with Division 3-Visual Clearances, Section 82-161 of the Town Code. No trees are permitted within the parkway.
- b. Front yard trees shall be a minimum three and one-half inches in diameter, measured 12 inches from the root ball, when planted. The planting of said tree shall take place in conjunction with the construction of the single family dwelling.

- c. The following trees shall be the only trees allowed to be used as street trees due to their tap root structure versus a horizontal root structure. Southern Live Oak, Shumard Oak, Texas Red Oak, Cedar Elm, Lace Bark Elm, Bald Cypress, and Texas Ash.

2. Tract 1-Front Yard Landscaping.

- a. A minimum of 75 percent of the permeable area within the front yard shall be planted with grass.
- b. A minimum of 25 percent of the permeable area within the front yard shall be planted with other materials such as groundcovers, shrubs, perennial and/or annual plantings, or other similar landscape plantings.

E. Trail Requirements.

1. Gerault Road Trail. There shall be a minimum eight-foot-wide multi-purpose trail along the Gerault Road frontage as required by the *Parks & Trails Master Plan*.
2. Sweetwater Lane Trail.
 - a. There shall be a minimum eight-foot-wide (tapering to four-foot-wide to connect with existing off-site sidewalk) multi-purpose trail along the Sweetwater Lane frontage as required by the *Parks & Trails Master Plan*.
3. Spinks Road Trail. The existing eight-foot-wide multi-purpose trail along the Spinks Road frontage shall be maintained as required by the *Parks & Trails Master Plan*.

F. Park Land Dedication.

1. Fees in lieu of park land dedication shall be waived.

G. Park Development Fees.

1. Park development fees shall be waived.

H. Supplemental Standards.

1. Tract 1. Maximum number of buildable lots shall be 29.
2. Tract 1. Alleys shall not be required.
3. Minimum unobstructed sidewalk width is four feet.
4. All landscaping and common area shall be in general conformance with Exhibit "D".
5. Required fencing where a residential lot abuts an open space area shall be installed in general conformance with Exhibit "D".
6. All landscaping and common area/open space shall be in general conformance with the conceptual landscape plan with Exhibit "D".

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

ORDINANCE NO. _____

Page 1

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 14.802 ACRES OF LAND SITUATED IN THE W. H. GIBSON SURVEY, ABSTRACT NO. 464, AND THE M. L. COWAN SURVEY, ABSTRACT NO. 1637, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 168 (PD-168) WITH SINGLE-FAMILY DISTRICT-10 (SF-10) USES AND AGRICULTURAL DISTRICT (A) USES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 14.802 acres of land situated in the W. H. Gibson Survey, Abstract No. 464, and the M. L. Cowan Survey, Abstract No. 1637, have filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) to Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) uses and Agricultural District (A) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on November 12, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 17, 2018, with respect to the planned development district 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:

SECTION 1

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

Approximately 14.802 acres of land situated in the W. H. Gibson Survey, Abstract No. 464, and the M. L. Cowan Survey, Abstract No. 1637, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) uses and Agricultural District (A) uses.

SECTION 2

The development standards, conceptual site plan, and conceptual landscape plan of the proposed Planned Development District No. 168 (PD-168), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, and conceptual landscape plan for this Planned Development District No. 168 (PD-168).

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

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 - ZONING

BEING that parcel of land located in the Town of Flower Mound, Denton County, Texas, a part of the W. H. Gibson Survey, Abstract Number 464, a part of the M. L. Cowan Survey, Abstract Number 1637, being an undivided 50% interest in the remainder of a called 10.1097 acre tract of land described in a deed to Patti Colwell, as recorded in Document Number 2014-2165, Deed Records of Denton County, Texas, (D.R.D.C.T.), being an undivided 50% interest in the remainder of a called 10.1097 acre tract of land described in a deed to Michael F. Hensley, as recorded in Document Number 2014-2164, (D.R.D.C.T.), being all of that called 2.00 acre tract of land described in a deed to Michael F. Hensley, as recorded in Volume 1239, Page 682, (D.R.D.C.T.), being all of that called 2.00 acre tract of land described in a deed to Pattie Colwell McLendon, as recorded in Volume 1239, Page 686, (D.R.D.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 10.1097 acre tract of land, said point being the northeast corner of Lot 15, Block B of Belle Strada Addition, an addition to the Town of Flower Mound, as recorded in Document Number 2011-137, Plat Records of Denton County, Texas, (P.R.D.C.T.) and said point being in the south line of Lot 4, Block F of Cedar Bluff, Phase I Addition, an addition to the Town of Flower Mound, as recorded in Cabinet L, Page 338, (P.R.D.C.T.);

THENCE North 89 degrees 41 minutes 41 seconds East, 416.61 feet with the south line of said Block F to the southeast corner of Lot 9 of said Block F;

THENCE North 00 degrees 11 minutes 26 seconds East, 88.56 feet with the east line of said Lot 9 to a one-half inch iron rod with cap stamped "ASC" found in the south right-of-way line of Sweetwater Lane (a variable width right-of-way at this point);

THENCE North 87 degrees 54 minutes 55 seconds East, 330.74 feet with the south right-of-way line of Sweetwater Lane to a one-half inch iron rod with cap stamped "ASC" found at the northeast corner of said 10.1097 acre tract of land, said point being in the west right-of-way line of Gerault Road (a 120 foot wide right-of-way);

THENCE with the west right-of-way line of Gerault Road as follows:

Southwesterly, 121.98 feet along a non-tangent curve to the right having a central angle of 07 degrees 26 minutes 05 seconds, a radius of 940.00 feet, a tangent of 61.07 feet, and whose chord bears South 18 degrees 36 minutes 22 seconds West, 121.89 feet to a one-half inch iron rod with cap stamped "ASC" found for corner;

South 22 degrees 19 minutes 25 seconds West, 711.95 feet to a one-half inch iron rod with cap stamped "ASC" found for corner;

Southwesterly, 451.30 feet along a curve to the left having a central angle of 24 degrees 23 minutes 38 seconds, a radius of 1,060.00 feet, a tangent of 229.12 feet, and whose chord bears South 10 degrees 07 minutes 47 seconds West, 447.90 feet to a nail found for corner;

South 02 degrees 04 minutes 02 seconds East, 206.32 feet to a one-half inch iron rod with cap stamped "ASC" found in the north line of a called 0.276 acre tract of land described in a deed to the Town of Flower Mound, as recorded in Document Number 2006-140647, (D.R.D.C.T.), said point being in the north right-of-way line of Spinks Road (a variable width right-of-way at this point);

THENCE with the north right-of-way line of Spinks Road as follows:

South 43 degrees 35 minutes 51 seconds West, 55.91 feet to a one-half inch iron rod with cap stamped "ASC" found in the north right-of-way line of Spinks Road (a 90 foot wide right-of-way at this point);

South 89 degrees 15 minutes 43 seconds West, 144.53 feet with the north right-of-way line of Spinks Road to a one-half inch iron with cap stamped "ASC" found for corner in the east line a called 0.982 acre tract of land described in a deed to Curt and Peggy Pool, as recorded in Volume 1591, Page 491, (D.R.D.C.T.);

THENCE North 00 degrees 07 minutes 34 seconds East, 204.81 feet to the northeast corner of said Pool tract of land;

THENCE North 87 degrees 39 minutes 45 seconds West , 197 .60 feet to a one-half inch iron with cap stamped " ASC" found at the northwest corner of said Pool tract of land , said point being in the east line of said Bella Strada Addition;

THENCE North 00 degrees 39 minutes 46 seconds East, 1,147.95 feet with the east line of said Bella Strada Addition to the POINT OF BEGINNING and containing 644,768 square feet or 14.802 acres of land.

The bearings shown hereon are based on Texas State Plane Coordinate System, North Central Zone (NAD 83, U.S. Feet with a combined scale factor of 1.00015063.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

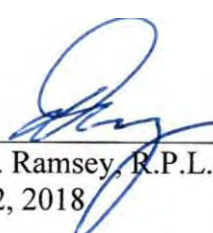

Dan B. Ramsey, R.P.L.S. No. 4172
July 12, 2018



Exhibit “B”**Development Standards****Planned Development District No. 168 (PD-168)****Magnolia Court**

The development on the property comprising approximately 14.802 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-168 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

A. Exhibits.

The following exhibits are incorporated into this Planned Development District:

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

B. Uses.

Development of Magnolia Court, comprising approximately 14.802 acres of land, shall comply with all regulations applicable to the Single Family Residential District-10 (SF-10) and the Agricultural District (A) contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

1. Permitted Uses-Tract 1 and Tract 2. Only the following permitted uses shall be allowed, subject to compliance with all applicable conditions and provisions of the Town’s Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to section 98-972;
 - c. Garage Sale, subject to section 98-982;
 - d. Home occupation, subject to section 98-984;
 - e. Model home (Tract 1, only); and,
 - f. Swimming pool, private.
2. Specific Uses-Tract 1 and Tract 2. No specific uses requiring the issuance of a specific use permit shall be allowed.
3. Temporary Uses-Tract 1 and Tract 2. Only the following temporary uses shall be allowed 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. Field office, temporary;
- c. Sales trailer, temporary, subject to section 98-993 (Tract 1, only); and,
- d. Temporary special event, subject to section 98-976.

C. Minimum and maximum dimensions.

1. Tract 1.

- a. Minimum lot area per dwelling. The minimum lot area shall be 10,000 square feet, subject to section 98-1023.
- b. Minimum lot width. The minimum lot width shall be 80 feet, subject to section 98-1024.
- c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.
- d. Minimum front yard.
 - i. Except as provided in this paragraph, the minimum front yard setback shall be 25 feet, subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is 15 feet.
 - ii. A front entry garage shall be set back a minimum of 25 feet from the front property line.
 - iii. Porches may encroach a maximum of eight feet into the front yard.
 - iv. Fences shall not extend into the front yard beyond the front façade of the residential dwelling.
- e. Minimum side yard. The minimum side yard shall be ten feet, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard shall be 25 feet, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage shall be 40 percent, subject to section 98-1029.
- h. Maximum floor area ratio. There shall be no maximum floor area requirement.
- i. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.

2. Tract 2.

- a. Minimum lot area per dwelling. The minimum lot area shall be two acres (87,120 square feet), subject to section 98-1023.
- b. Minimum lot width. The minimum lot width shall be 200 feet, subject to section 98-1024.
- c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.
- d. Minimum front yard.
 - i. Except as provided in this paragraph, the minimum front yard setback shall be 40 feet, subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is fifteen feet 15 feet.
- e. Minimum side yard. The minimum side yard shall be 25 feet, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard shall be 20 feet, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage shall be 25 percent, subject to section 98-1029.
- h. Maximum floor area ratio. There shall be no maximum floor area requirement.
- i. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.

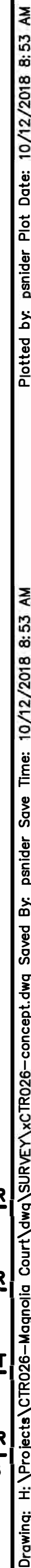
D. Landscape Standards.

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

1. Tract 1-Front Yard Trees.

- a. At least one canopy street tree shall be required in the front yard of each lot. The tree shall be located within five feet of street right-of-way and be placed within the property boundary area of the lot, subject to compliance with Division 3-Visual Clearances, Section 82-161 of the Town Code. No trees are permitted within the parkway.
- b. Front yard trees shall be a minimum three and one-half inches in diameter, measured 12 inches from the root ball, when planted. The planting of said tree shall take place in conjunction with the construction of the single family dwelling.

- c. The following trees shall be the only trees allowed to be used as street trees due to their tap root structure versus a horizontal root structure. Southern Live Oak, Shumard Oak, Texas Red Oak, Cedar Elm, Lace Bark Elm, Bald Cypress, and Texas Ash.
- 2. Tract 1-Front Yard Landscaping.
 - a. A minimum of 75 percent of the permeable area within the front yard shall be planted with grass.
 - b. A minimum of 25 percent of the permeable area within the front yard shall be planted with other materials such as groundcovers, shrubs, perennial and/or annual plantings, or other similar landscape plantings.
- E. Trail Requirements.
 - 1. Gerault Road Trail. There shall be a minimum eight-foot-wide multi-purpose trail along the Gerault Road frontage as required by the *Parks & Trails Master Plan*.
 - 2. Sweetwater Lane Trail.
 - a. There shall be a minimum eight-foot-wide (tapering to four-foot-wide to connect with existing off-site sidewalk) multi-purpose trail along the Sweetwater Lane frontage as required by the *Parks & Trails Master Plan*.
 - 3. Spinks Road Trail. The existing eight-foot-wide multi-purpose trail along the Spinks Road frontage shall be maintained as required by the *Parks & Trails Master Plan*.
- F. Supplemental Standards.
 - 1. Tract 1. Maximum number of buildable lots shall be 29.
 - 2. Tract 1. Alleys shall not be required.
 - 3. Minimum unobstructed sidewalk width is four feet.
 - 4. All landscaping and common area shall be in general conformance with Exhibit "D".
 - 5. Required fencing where a residential lot abuts an open space area shall be installed in general conformance with Exhibit "D".
 - 6. All landscaping and common area/open space shall be in general conformance with the conceptual landscape plan with Exhibit "D".
 - 7. Development shall include all of the improvements as depicted on Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.



PLANTING NOTES:

- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES FOR THE TOWN OF FLOWER MOUND.
- REFER TO RZ3.0 FOR ADDITIONAL NOTES AND INFORMATION PERTAINING TO TREE SURVEY AND MITIGATION.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN.
- THE PROPERTY OWNER AND/OR LESSEE SHALL MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPE AREAS IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL AND REPLACEMENT OF DEAD OR DISEASED TREES AND SHRUBS. MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS IN ORDER TO MAINTAIN PLANT VIGOR AND STABILITY AND TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.
- FINAL TREE SPECIES AND LOCATIONS TO BE DETERMINED DURING FINAL PLAT.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.

KEY MAP

SEAL

PRELIMINARY
FOR REVIEW PURPOSES ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.

Matthew S. Vinten
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2946

PROJECT

MAGNOLIA COURT

CONTOUR REAL ESTATE &
DEVELOPMENT LLC

14275 MIDWAY ROAD, SUITE 215

ADDISON, TX 75001

LANDDESIGN PROJ.# 8517032

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	1st SUBMITTAL	07.16.18
2	2nd SUBMITTAL	09.26.18
3	3rd SUBMITTAL	10.12.18

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

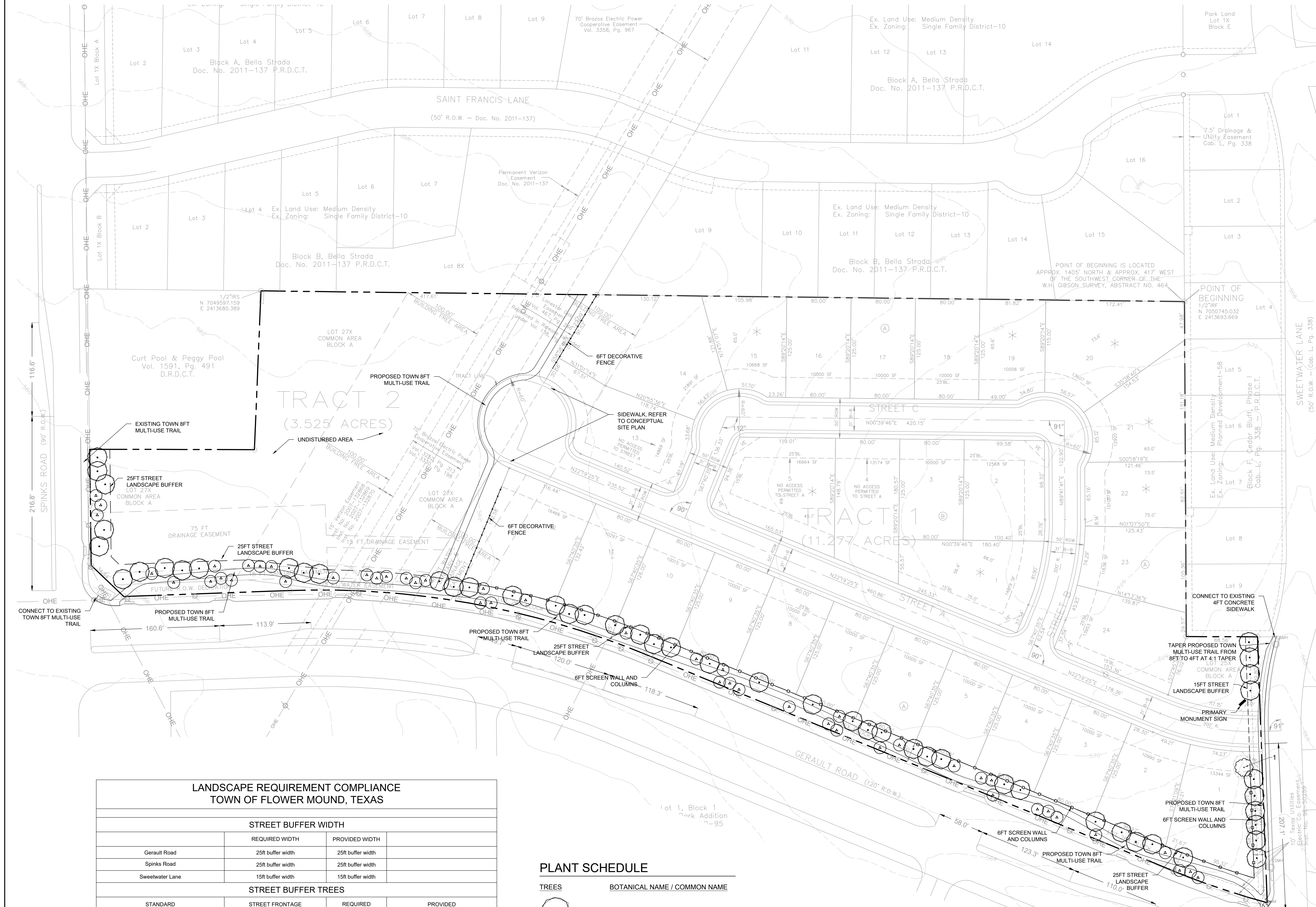
VERT: N/A
HORZ: 1"=60'
0 30' 60' 120'

SHEET TITLE

CONCEPTUAL LANDSCAPE
PLAN (SHEET 1 OF 2)

SHEET NUMBER

RZ1.0



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND, TEXAS

STREET BUFFER WIDTH

	REQUIRED WIDTH	PROVIDED WIDTH
Gerault Road	25ft buffer width	25ft buffer width
Spinks Road	25ft buffer width	25ft buffer width
Sweetwater Lane	15ft buffer width	15ft buffer width

STREET BUFFER TREES

STANDARD	STREET FRONTAGE	REQUIRED	PROVIDED
1 per 30ft	Gerault Road = 1,492 lf	50 trees (3" cal.)	50 trees (3" cal.)
1 per 30ft	Spinks Road = 172 lf	6 trees (3" cal.)	6 trees (3" cal.)
1 per 30ft	Sweetwater Lane = 300 lf	10 trees (3" cal.)	10 trees (3" cal.)

existing trees within street buffer to help fulfill street buffer tree requirements

STREET BUFFER MITIGATION TREE CREDITS

STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 preserved protected/specimen tree = 1 tree credit	Gerault Road	tbd	tbd
	Spinks Road	tbd	tbd
	Sweetwater Lane	tbd	tbd

PLANT SCHEDULE

TREES

BOTANICAL NAME / COMMON NAME

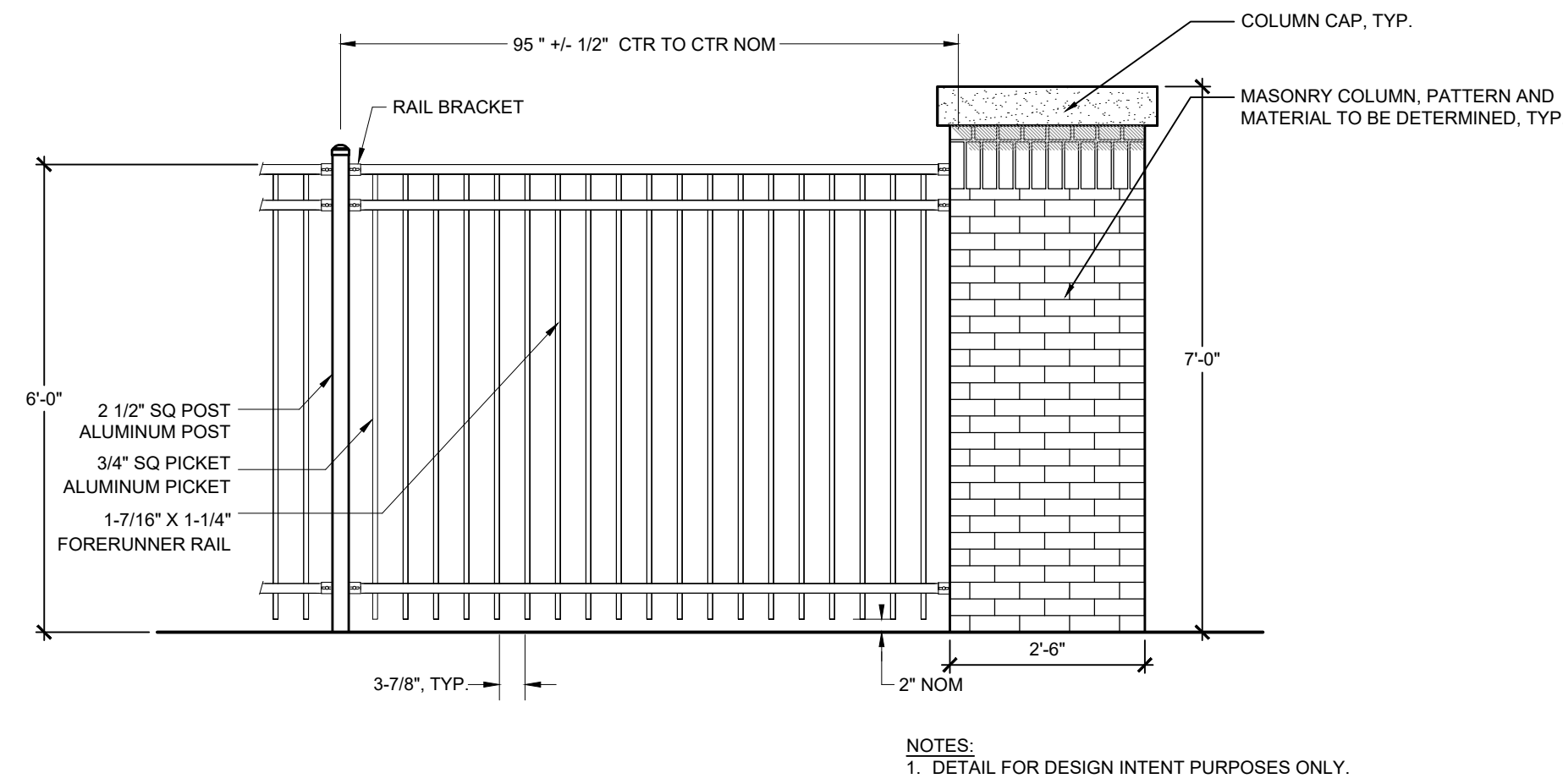
Proposed Tree - Large

Proposed Tree - Small

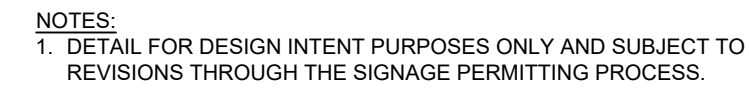


TEXAS 811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

THIS PLAN IS CONCEPTUAL IN NATURE AND
SUBJECT TO CHANGE. PLAN WILL BE FINALIZED
DURING THE PERMITTING PROCESS BASED ON
SITE PLAN AND GRADING PLAN APPROVAL.



2 DECORATIVE FENCE
RZ2.0 SECTION



NTS

REAL

Matthew S. Vinten
Registered Landscape Architect of the
State of TEXAS
Registration Number: 2946

CONTOUR REAL ESTATE &
DEVELOPMENT LLC
14275 MIDWAY ROAD, SUITE 215
ADDISON, TX 75001

REVISION / ISSUANCE

[illegible]

SCALE NORTH

VERT: N/A
HORZ: NTS

(NOT TO SCALE)

SHEET NUMBER

RZ2.0

From: Heth Kendrick [mailto:HKendrick@landdesign.com]
Sent: Monday, November 12, 2018 8:33 PM
To: Richard Brown <richard.brown@flower-mound.com>
Cc: Chuck Russell <chuck.russell@flower-mound.com>; Jim Tchoukaleff <jim@contourdev.com>
Subject: ZPD18-0008 deferral request

Richard,

Our team for Magnolia Court learned tonight that several of our members (myself included) will be out of town for the week of Thanksgiving, including next Monday evening, and will be unable to attend the Town Council hearing for ZPD18-0008 on November 19th. We would respectfully request a deferral to the next Town Council hearing scheduled for Monday, December 3rd. Please let me know if you have any questions regarding this request.

HETH KENDRICK

Principal | Dallas

(o) [214.842.6980](tel:214.842.6980) | (m) [214.316.5022](tel:214.316.5022)

LandDesign.com | [@LandDesignInc](https://www.instagram.com/LandDesignInc)



TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: December 17, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 455 (SUP18-0018 - Cross Timbers Addition) to permit a restaurant with drive-through window, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and west of Bruton Orand Boulevard. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 10, 2018, meeting.*)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the discussion at the P&Z public hearing, the commissioners expressed concerns regarding possible future expansion of the fast-food restaurant to include a second drive-thru lane. This concern has been addressed by adding a condition in the Specific Use Permit (SUP) draft ordinance (Attachment 2) to limit the number of drive-thru lanes to one as depicted on the concept plan.

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 as presented in the agenda caption.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 8

DATE: December 10, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 455 (SUP18-0018 - Cross Timbers Addition) to permit a restaurant with drive-through window. The property is generally located south of Cross Timbers Road and west of Bruton Orand Blvd.**

I. ITEM SUMMARY

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

The project has a companion application, Site Plan (SP18-0017), for consideration on the same agenda. Approval of this site plan request is contingent upon approval of the Specific Use Permit for a drive through restaurant.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to request approval of a Specific Use Permit (SUP 452) to permit approximately 2,103-square-foot restaurant with drive-thru facility to occupy east end of the proposed 7,000 square-foot multi-tenant retail building to be developed on Lot 3, Block A of the Cross Timbers Addition subdivision. The subject site is approximately 1.63 acres and currently vacant. The property is zoned Planned Development District-103 (PD-103) with Retail District-2 (R-2) uses.

On April 16, 20017, the Town Council approved a zoning amendment (ZPD12-06) that established PD-103. Though a fast food restaurant (restaurant with drive-thru facility) is allowed by right within R-2 zoning district, PD-103 requires approval of a Specific Use Permit (SUP) and limits this use to just two lots within PD-103, Lot 3 (west of Bruton Orand Boulevard) and Lot 8 (east of Bruton Orand Boulevard) of Cross Timbers Village. Lot 8 has been developed with a banking facility.

In addition to requiring approval of an SUP for a fast food restaurant, PD-103 has additional design standards for this use. The purpose of including SUP requirement and additional design standards may have been intended to address any concerns perceived during PD approval regarding the design of a standalone fast food restaurant. The proposed use, though not a standalone drive-thru restaurant,

complies with standards 1 thru 4 and 6 thru 9. The remaining two provisions, 5 and 10, are related to building signs and must comply at permitting stage.

4. Any fast food uses shall be permitted only on Lots 3 and 8 and shall require a specific use permit and approval by the Planning and Zoning Commission and Town Council, subject to (i) such uses being in conformance with the development standards contained herein and (ii) a site plan for such fast food uses shall be attached to any specific use permit as an exhibit thereto.

Additional design standards for fast food uses shall include the following:

1. Pitched roof with multiple levels and height changes;
2. Harmonious architecture with the overall center;
3. Enhanced paving denoting drive-thru areas;
4. No corporate architecture;
5. No logos on the building (but corporate font style and color are allowed);
6. Minimum sixty percent (60%) stone to match existing shopping center;
7. Heavy landscape screening required at dumpster enclosures;
8. No more than ten percent (10%) of building façade allowed in color that is not earth-toned;
9. Decorative metal solid gate at dumpster enclosure(s); and
10. All building signage to be reverse-channel "halo" lit letters.

Primary access to the site will be from Cross Timbers Road through mutual access easements dedicated with the recorded plat for Cross Timbers Addition. The proposed development consists of retail and restaurant uses. Both required and provided parking for this development is 72 spaces.

The landscape plan depicts required number of buffer trees along Cross Timbers Road, parking lot trees and street yard trees. The proposed development complies with the Town's landscape requirements and PD-103 requirements. The landscape plan depicts required number of buffer trees along Cross Timbers Road, parking lot trees and street yard trees. The proposed development complies with the Town's landscape requirements and PD-103 requirements. The proposed site plan and elevations are consistent with the development guidelines in PD-103. The proposed elevation complements the buildings within the Cross Timbers Addition development and complies with the design standards in the Town's Urban Design Plan.

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 Specific Use Permit requests. At the time this report was written, the Town had received no correspondence in support or in opposition 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

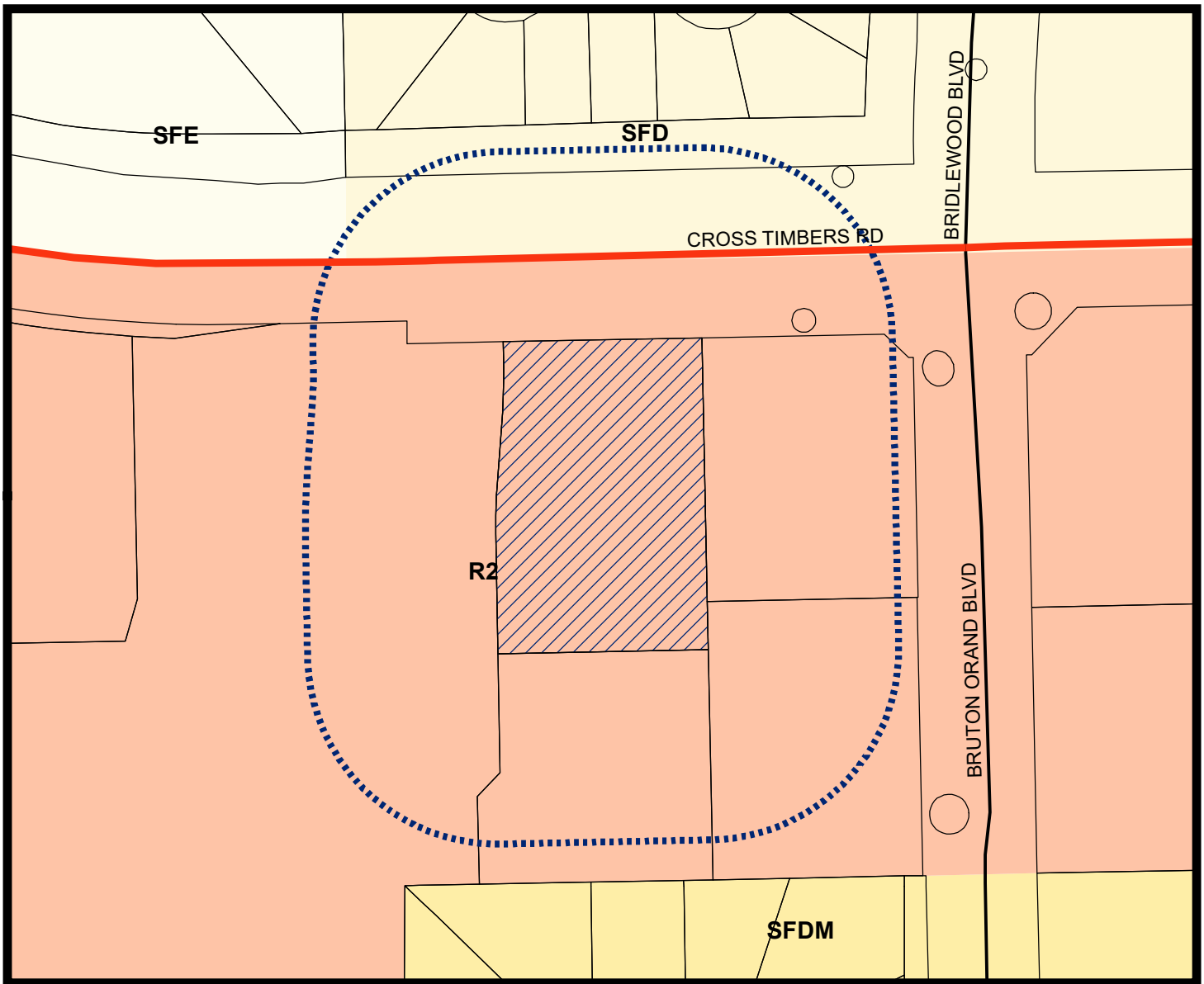
1. Vicinity Map
2. Letter of Intent
3. Planned Development District-103

B. Application Details

1. Site Plan Package

Vicinity Map

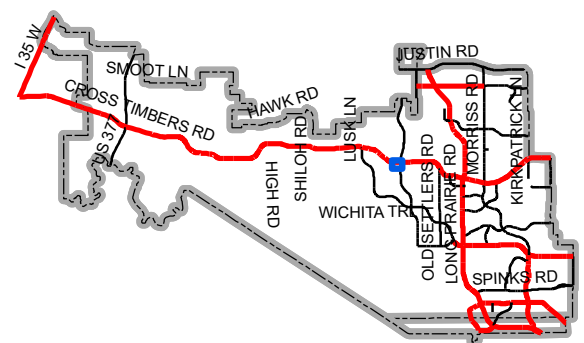
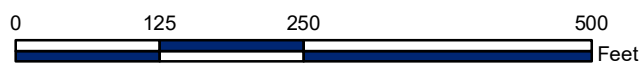
Reference Project: SUP18-0018 & SP18-0017



LEGEND

- Retail 2
- Single Family Density
- Single Family Density Medium
- Single Family Estate

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



October 31, 2018

Planning Department
Town of Flower Mound
1001 Cross Timbers Rd.
Flower Mound, TX 75028

**RE: Letter of Intent for Block A, Lot 3
Specific Use Permit Application
Cross Timbers Addition, Lot 3
JBI Project No. DRA002B**

To Whom It May Concern:

On behalf of SWC Cross Timbers, LP, the owner, please accept this Letter of Intent as part of the Specific Use Permit Application for the referenced Block and Lot parcel. The Site will be developed in accordance with R-2 zoning in the current PD 27-07, 19-12, & 52-12. The following further describes the tract:

- **Acreage:** 1.6341 acres (71,182 Square Feet)
- **Project Location:** Block A, Lot 3 is located within Cross Timbers Village located at the southwest corner of the Cross Timbers Road and Bruton Orand Blvd. intersection.
- **Proposed Uses:** Retail/Restaurant Building
- **Square Footage of Proposed Retail/Restaurant Building:** 7,000 Square Feet
- **Square Footage of Proposed Drive-Thru Restaurant:** 2,103 Square Feet
- **Special Considerations:** None

We respectfully request the review of the attached Specific Use Permit Application Package. Please call me at 972-738-7285 if you have any questions.

Sincerely,

JBI PARTNERS, INC.

A handwritten signature in blue ink, appearing to read "Jeff Klement".

Jeff Klement, PE
Project Engineer

ZPD 12-06

4.16.07

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 27-07

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 FROM PLANNED DEVELOPMENT DISTRICT 34 (PD 34) WITH RETAIL DISTRICT 2 (R-2) USES ON APPROXIMATELY 14.24 ACRES AND FROM AGRICULTURAL DISTRICT (A) ON THE REMAINING 9.73 ACRES OUT OF AN APPROXIMATELY 23.98 ACRE TRACT OF LAND IN THE PERRY MALONE SURVEY, ABSTRACT NO. 836, THE JOHN W MALONE SURVEY, ABSTRACT NO. 857, AND THE M.E.P. & P. R.R. SURVEY, ABSTRACT NO. 935, TO PLANNED DEVELOPMENT DISTRICT 103 (PD 103) WITH RETAIL DISTRICT 2 (R-2) USES SUBJECT TO SPECIFIC USE PERMIT 348 (SUP 348) TO PERMIT A SINGLE RETAIL TENANT BETWEEN 50,000 SQUARE FEET AND 75,000 SQUARE FEET, SPECIFICALLY A SUPERMARKET, AND WHICH SUP ALSO PERMITS A SUPERMARKET WITH BEER/WINE SALES AND A MOTOR VEHICLE FUEL SERVICE STATION, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Flower Mound, Texas, has recommended a change in zoning classification of the property described herein and has recommended amending the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, regarding the rezoning of the property hereinafter described; and

WHEREAS, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the Town Council of the Town of Flower Mound; and

WHEREAS, the Town Council of the Town of Flower Mound, after public notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the Town of Flower Mound and of all testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town, the zoning of the property described herein shall be changed and that the official zoning map, Exhibit "A" of Subpart B, Land Development Regulations, of the Code of Ordinances of the Town of Flower Mound, Texas, shall be amended to reflect the rezoning of the property herein described;

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

Ordinance No. _____

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SECTION 1

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

SECTION 2

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

That certain tract of land being approximately 23.98 acres in the Perry Malone Survey, Abstract No. 836, the John W Malone Survey, Abstract No. 857, and the M.E.P. & P. R.R. Survey, Abstract No. 935, which is more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes, presently zoned Planned Development District 34, (PD 34) with Retail District 2 (R-2) uses on approximately 14.24 acres and Agricultural District (A) on the remaining 9.73 acres out of an approximately 23.98 acre tract of land is changed to Planned Development District 103 (PD 103) with Retail District 2 (R-2) uses subject to Specific Use Permit No. 348 (SUP 348) to permit a Single Retail Tenant between 50,000 square feet and 75,000 square feet, specifically a Supermarket, and which SUP also permits a Supermarket with beer/wine sales and a Motor Vehicle Fuel Service Station, in accordance with specific requirements in the Town's Master Plan 2001, and in accordance with Exhibit "B" (Development Standards), Exhibit "C" (Concept Plan), Exhibit "D" (Concept Landscape Plan), and Exhibit "E" (Concept Elevations), attached hereto and incorporated herein as if repeated verbatim.

SECTION 3

A copy of the concept plan for the development known as Cross Timbers Village in the Perry Malone Survey, Abstract No. 836, the John W Malone Survey, Abstract No. 857, and the M.E.P. & P. R.R. Survey, Abstract No. 935, is attached hereto as Exhibit "C" and shows the layout of the development as submitted by the developer and reviewed and approved by the Town Council as the concept plan for the proposed development and Specific Use Permit.

SECTION 4

The change in the zoning classification established and described in Section 2 herein shall be and is hereby made subject to the following conditions and requirements:

1. Specific Use Permit No. 348 is granted to permit a single retail tenant between 50,000 square feet and 75,000 square feet, a Supermarket, and which SUP also

permits a Supermarket with beer/wine sales, and further allows a Motor Vehicle Fuel Service Station. Development of the R-2 area designated within the SUP boundary on Exhibit "C," Concept Plan, for Cross Timbers Village shall be for a supermarket, or more specifically for a Tom Thumb, and shall be in compliance with all regulations applicable for R-2 uses contained in the Town's Land Development Regulations, as amended, except as otherwise provided for in this ordinance, and shall be subject to the following conditions:

- a. The Specific Use Permit to permit a single retail tenant between 50,000 square feet and 75,000 square feet granted herein is specific to Randall's Food & Drugs LP and shall not be transferred to any other person or entity or any other location without the approval of the Town Council;
- b. The Specific Use Permit to permit a Supermarket with beer/wine sales granted herein is specific to Randall's Beverage Company and shall not be transferred to any other person or entity or any other location without the approval of the Town Council;
- c. The Specific Use Permit to permit a Motor Vehicle Fuel Service Station granted herein is specific to Randall's Food & Drugs LP and shall not be transferred to any other person or entity or any other location without the approval of the Town Council;
- d. The attached concept plan, labeled Exhibit "C," shall be an exhibit to the Specific Use Permit;
- e. The site shall be developed in accordance with Exhibit "B," Development Standards; Exhibit "C," Concept Plan; Exhibit "D," Concept Landscape Plan; and Exhibit "E," Concept Elevations;
- f. The hours of operation for the loading and delivery service areas shall be limited to 7:00 am to 10:00 pm;
- g. Outside sales and/or the outside display or storage of merchandise on a continuing or prolonged basis shall be prohibited. "Sidewalk sales" limited to "seasonal" items such as firewood, plants, shrubs, and gardening supplies, including fertilizer, decorative bark, potting soil, and peat moss are permitted to the extent allowed by the Town Code provided that exterior advertising shall not be allowed for the promotion of said items;
- h. No vending machines, ice machines, storage or other retail activities shall be permitted on the exterior of any building or on the premises;
- i. No alcoholic beverage sales shall be allowed at the drive-thru pharmacy window;
- j. If a building permit application has not been submitted to the Town's Building Inspection Division for consideration within six months after the

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Page 4

completion and opening for traffic by TxDOT of the ultimate intersection for Cross Timbers Road/FM 1171 and Bruton Orand Boulevard, and for the entire length of the property, the zoning for this property, including the Specific Use Permit described herein, will be a matter that will be automatically placed upon a subsequent Planning and Zoning Commission agenda for consideration as a Town-initiated zoning change under normal zoning amendment procedures. The term "ultimate intersection" shall mean the ultimate six-lane divided or frontage of the property, including appropriate transitions therefrom as determined by generally accepted engineering practices and TxDOT;

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Flower Mound, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6

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

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

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY
OF _____, 2007.**

Ordinance No. 27-07

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APPROVED:



Jody A. Smith, Mayor

ATTEST:



Paula J. Paschal, TRMC, Town Secretary

APPROVED AS TO FORM AND LEGALITY:



Terrence S. Welch, Town Attorney

David Petree
Registered Professional Land Surveyor
 11015 Midway Road
 Dallas, Texas 75229
 Phone (214) 358-4500
 Fax (214) 358-4600

ORDINANCE NO. 27-07

EXHIBIT "A"

PROPERTY DESCRIPTIONS **BRUTON ORAND @ CROSS TIMBERS ROAD (FM 1171)** **TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS**

TRACT 1

BEING all that certain lot, tract or parcel of land situated in the Town of Flower Mound, Denton County, Texas, out of the Perry Malone Survey, Abstract No. 836, the John W. Malone Survey, Abstract 857 and the M.E.P. & P. R.R. Survey, Abstract No. 935 and being a portion of the property conveyed as a 10 acre tract to Voirin Family Trust as recorded in Document Number 2005-13855 of the Deed Records of Denton County, Texas, and being a portion of the property conveyed to SWC Bruton Orand & FM 1171, Ltd., by deed recorded in County Clerks File Number 99-110877 of the Deed Records of Denton County, Texas, and being a part of Lot 1 and all of Lots 2 and 3 in Block A of the SWC at Flower Mound Addition, an addition to the Town of Flower Mound, Texas, according to the plat thereof recorded in Cabinet U at Slide 355 of the Plat Records of Denton County, Texas, and also being a portion of the property now existing within Cross Timber Road (F. M. 1171) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found in the South right of way line of Cross Timbers Road (F. M. 1171) (180 foot right of way at this point) for the Northeast corner of said 10 acre tract said point also being the Northwest corner of the SWC Village at Flower Mound Addition, an addition to the Town of Flower Mound, Texas according to the plat thereof recorded in Cabinet U at Slide 355 of the Plat Records of Denton County, Texas, said point also being the Southeast corner of an 0.562 acre tract of land conveyed to the State of Texas for right of way dedication for F. M. 1171, as recorded in Volume 517 at Page 231 of the Deed Records of Denton County, Texas;

THENCE South 01° 36' 29" West of the along the East line of said Voirin Family Trust tract for a distance of 21.09 feet to a 5/8" iron rod set for corner, said point being North 01° 36' 29" East at a distance of 23.92 feet from the Northwest corner of Lot 3 in Block A of said SWC Village at Flower Mound Addition;

THENCE South 01° 36' 29" West and continuing along the East line of said Voirin Family Trust tract for a distance of 2.12 feet to a 5/8" iron rod set for corner in the proposed South right of way line of Cross Timbers Road (F. M. 1171);

THENCE South 81° 11' 37" East and following along the proposed South right of way line of Cross Timbers Road (F. M. 1171) for a distance of 53.60 feet to a 5/8" iron rod set for corner;

THENCE North 89° 59' 09" East and continuing along the proposed South right of way line of said Cross Timbers Road (F. M. 1171) for a distance of 433.28 feet to a 5/8" iron rod set for corner;

THENCE South 45° 32' 58" East and continuing along the proposed South right of way line of said Cross Timbers Road for a distance of 55.48 feet to a 5/8" iron rod set for corner;

THENCE North 89° 59' 10" East and continuing along the proposed South right of way line of said Cross Timbers Road (F. M. 1171) for a distance of 4.59 feet to a 5/8" iron rod set in the East line of said Lot 1 in Block A of said SWC Village at Flower Mound Addition and being in the West right of way line of Bruton Orand Road (120 foot right of way), said point being South 0° 02' 07" West at a

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distance of 24.89 feet from the Northeast corner of said Lot 1 in Block A of the SWC at Flower Mound Addition;

THENCE South 0° 02' 07" West and following along the West right of way line of said Bruton Orand Road and being common to the East lines of Lot 1 and Lot 3 in Block A of the SWC Village at Flower Mound Addition for a distance of 545.08 feet to the Southeast corner of said Lot 3 in Block A of the SWC Village at Flower Mound Addition, said point also being the Northeast corner of Lot 4 in Block 1 of the Brandywine at Wellington Addition, an addition to the Town of Flower Mound, Texas, according to the plat thereof recorded in Cabinet "Q" at Slide 151 of the Plat Records of Denton County, Texas;

THENCE North 89° 57' 53" West along the South line of Lot 3 in Block A of the SWC Village at Flower Mound Addition and being common to the North line of said Block 1 of the Brandywine Addition for a distance of 546.72 feet to a 5/8" iron rod found for the Southwest corner of said Lot 3 in Block A of the SWC Village at Flower Mound Addition, said point also being in the East line of the aforesaid Voirin Family Trust called 10 acre tract;

THENCE South 01° 36' 29" West along the East line of said Voirin Family Trust called 10 acre tract and being in the West line of said Brandywine at Wellington Addition for a distance of 174.60 feet to a 1/2" iron rod found for the Southeast corner of said Voirin tract said point also being the Northeast corner of a 5.00 acre tract of land conveyed to Allyson Payne, et al, by deed recorded in Volume 5134 at Page 2837 of the Deed Records of Denton County, Texas;

THENCE North 89° 58' 30" West along the South line of said Voirin 10 acre tract and the North line of said Payne 5.00 acre tract for a distance of 544.18 feet (545.57 feet per deed) to a 5/8" iron rod found for corner;

THENCE North 01° 42' 21" East along the West line of said 10 acre tract for a distance of 818.98 feet to a 5/8" iron rod set for corner in the proposed South right of way line of the aforementioned Cross Timbers Road (F.M. 1171), said point being in a curve to the left having a central angle of 15° 40' 38" with a radius of 1361.28 feet and a chord bearing South 82° 10' 31" East at a distance of 371.31 feet;

THENCE Southeasterly along said curve to the left and following along the proposed South right of way line of said Cross Timbers Road (F.M. 1171) for an arc distance of 372.47 feet to a 5/8" iron rod set for corner;

THENCE North 89° 59' 09" East and continuing along the proposed South right of way line of said Cross Timbers Road for a distance of 173.52 feet to the POINT OF BEGINNING AND CONTAINING 16.9295 ACRES OF LAND, more or less.

TRACT 2

BEING all that certain lot, tract or parcel of land situated in the Town of Flower Mound, Denton County, Texas, out of the Perry Malone Survey, Abstract No. 836 and being a portion of the property conveyed to Randall's Properties, Inc., by deed recorded in County Clerks File Number 01-101137 of the Deed Records of Denton County, Texas, and being part of Lot 1 in Block A of the SEC at Flower Mound Addition, an addition to the Town of Flower Mound, Texas, according to the plat thereof recorded in Cabinet U at Slide 356 of the Plat Records of Denton County, Texas, and also being a portion of the property now existing within Cross Timber Road (F. M. 1171) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found for the Northwest corner of Lot 1 in Block A of said SEC Village at Flower Mound Addition, said point being the intersection of the East right of way line of Bruton Orand Road (120 foot right of way with the South right of way line of Cross Timbers Road (F. M. 1171) as established by said plat recorded in Cabinet U at Slide 356 of the Plat Records of Denton Records of Denton County, Texas;

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THENCE South 0° 02' 07" West along the East right of way line of said Bruton Orand Road for a distance of 24.81 feet to a 5/8" iron rod set for corner in the proposed South right of way line of Cross Timbers Road;

THENCE North 89° 59' 23" East and departing the existing East right of way line of said Bruton Orand Road and following along the proposed South right of way line of Cross Timbers Road (F. M. 1171) for a distance of 5.20 feet to a 5/8" iron rod set for corner;

THENCE North 45° 01' 42" East and continuing along the proposed South right of way line of said Cross Timber Road (F. M. 1171) for a distance of 69.63 feet to a 5/8" iron rod set for corner;

THENCE North 89° 59' 09" East and continuing along the proposed South right of way line of said Cross Timber Road (F. M. 1171) for a distance of 233.39 feet to a 5/8" iron rod set for corner;

THENCE South 85° 38' 05" East and continuing along the proposed South right of way line of said Cross Timber Road (F. M. 1171) for a distance of 65.50 feet to a 5/8" iron rod set for corner;

THENCE North 89° 59' 10" East and continuing along the proposed South right of way line of said Cross Timber Road (F. M. 1171) for a distance of 175.33 feet to a 5/8" iron rod set for corner;

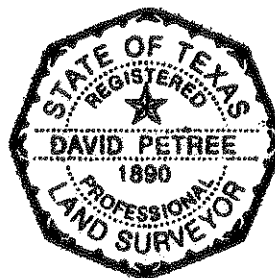
THENCE South 01° 36' 16" West and passing a 5/8" iron rod found for the Northeast corner of said Lot 1 in Block A of said SEC Village at Flower Mound Addition at a distance of 19.8 feet and continuing along the East line of said Lot 1 in Block A of the SEC Village at Flower Mound Addition and being common to the West line of a called 19.20 acre tract of land conveyed to John Gillon by deed recorded in Volume 1277 at Page 731 of the Deed Records of Denton County, Texas, for a distance of 590.06 feet to the Southeast corner of said Lot 1 in Block A and also being the Northeast corner of Lot 2 in Block A of the Fellowship of Flower Mound Addition, an addition to the City of Flower Mound, Texas, according to the plat thereof recorded in Cabinet N at Slide 279 of the Plat Records of Denton County, Texas;

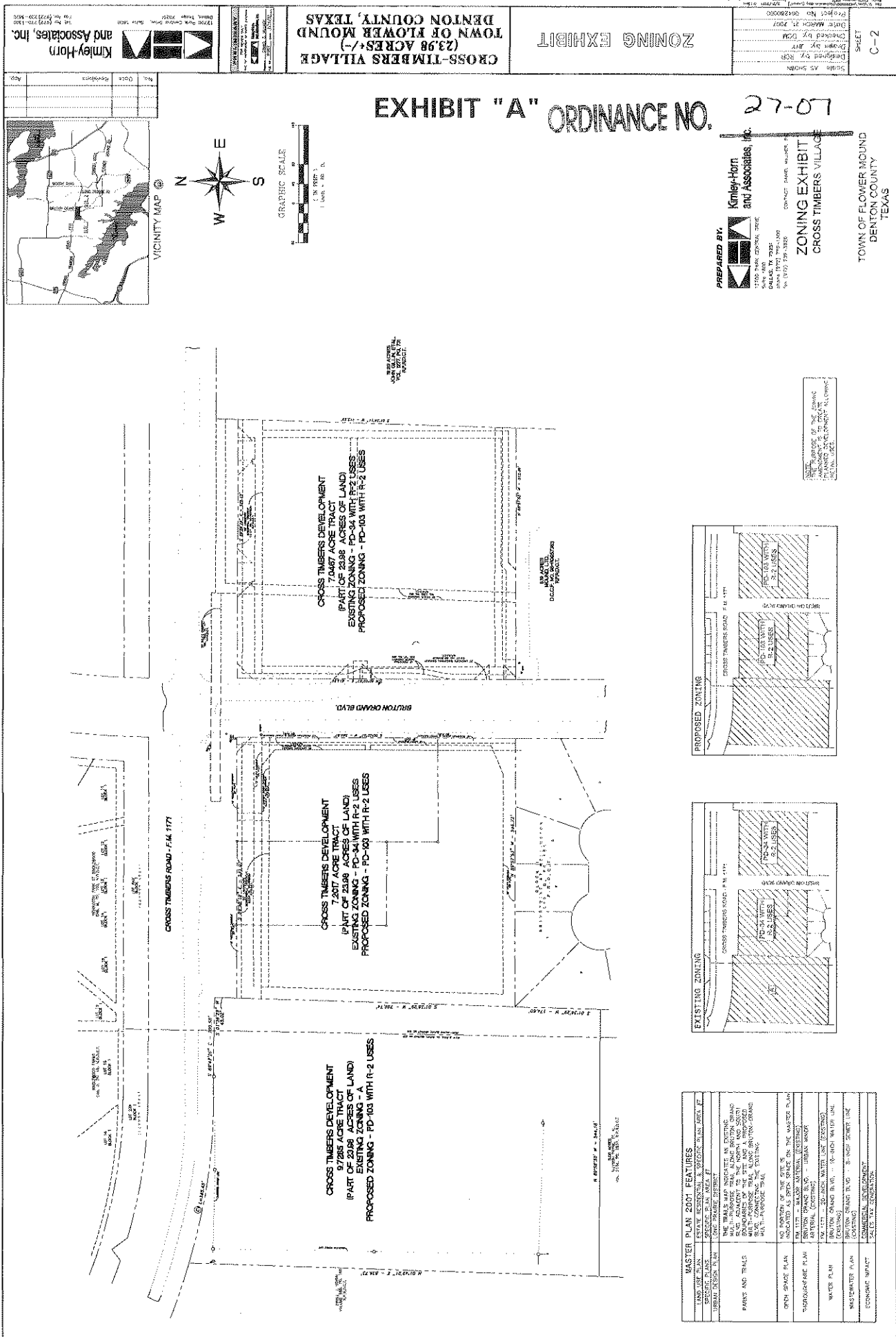
THENCE North 89° 57' 53" West (Basis of Bearings per plat recorded in Cabinet U at Slide 355 of the Plat Records of Denton County, Texas) along the common line of said SEC Village at Flower Mound Addition and the Fellowship of Flower Mound Addition for a distance of 512.30 feet to a 5/8" iron rod found for the Southwest corner of said Lot 1 in Block A of the SEC Village at Flower Mound Addition and the Northwest corner of Lot 1 in Block A of the Fellowship of Flower Mound Addition, said point also being in the East right of way line of the aforesaid Bruton Orand Road;

THENCE North 0° 02' 07" East along the East right of way line of said Bruton Orand Road and the West line of said Lot 1 in Block A of the SEC Village at Flower Mound Addition for a distance of 545.18 feet to the POINT OF BEGINNING AND CONTAINING 7.0467 ACRES OF LAND, more or less.

Prepared from survey made on the ground this 27th day of March 2007.


David Petree
Registered Professional Land Surveyor No. 1890





ORDINANCE NO. 27-07

EXHIBIT "B"
DEVELOPMENT STANDARDS
Planned Development District 103 (PD 103)
Cross Timbers Village

The development as described in Exhibit "C" shall be in accordance with the Town's Master Plan 2001 and Land Development Regulations, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES

1. Retail District-2 (R-2) uses. Development of the Retail District-2 area designated on Exhibit "C" Concept Site Plan for Cross Timbers Village, comprised of approximately 23.98 acres shall be in compliance with all regulations applicable to Retail District-2 (R-2) contained in the Town's Land Development Regulations, as amended, except as otherwise provided in this Ordinance.
2. Specific Use Permit No. 348 is granted to permit a single retail tenant between 50,000 square feet and 75,000 square feet, a Supermarket with beer/wine sales, and to allow a Motor Vehicle Fuel Service Station. Development of the R-2 area designated within the SUP boundary on Exhibit "C," Concept Plan, for Cross Timbers Village shall be for a supermarket, or more specifically for a Tom Thumb, and shall be in compliance with all regulations applicable for R-2 uses contained in the Town's Land Development Regulations, as amended, except as otherwise provided for in this ordinance, and shall be subject to the following conditions:
 - a. The Specific Use Permit to permit a single retail tenant between 50,000 square feet and 75,000 square feet granted herein is specific to Randall's Food & Drugs LP and shall not be transferred to any other person or entity or any other location without the approval of the Town Council.
 - b. The Specific Use Permit to permit a Supermarket with beer/wine sales granted herein is specific to Randall's Beverage Company and shall not be transferred to any other person or entity or any other location without the approval of the Town Council.

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- c. The Specific Use Permit to permit a Motor Vehicle Fuel Service Station is specific to Randall's Food & Drugs LP and shall not be transferred to any other person or entity or any other location without the approval of the Town Council.
- d. The attached concept plan, labeled Exhibit "C," shall be an exhibit to the Specific Use Permit.
- e. The site shall be developed in accordance with Exhibit "B," Development Standards; Exhibit "C," Concept Plan; Exhibit "D," Concept Landscape Plan; and Exhibit "E," Concept Elevations.
- f. The hours of operation for the loading and delivery service areas shall be limited to 7:00 am to 10:00 pm.
- g. Outside sales and/or the outside display or storage of merchandise on a continuing or prolonged basis shall be prohibited. "Sidewalk sales" limited to "seasonal" items such as firewood, plants, shrubs, and gardening supplies, including fertilizer, decorative bark, potting soil, and peat moss are permitted to the extent allowed by the Town Code provided that exterior advertising shall not be allowed for the promotion of said items;
- h. No vending machines, ice machines, storage or other retail activities shall be permitted on the exterior of any building or on the premises;
- i. No alcoholic beverage sales shall be allowed at the drive-thru pharmacy window;
- j. If a building permit application has not been submitted to the Town's Building Inspection Division for consideration of a building permit within six months after the completion and opening for traffic by TxDOT of the ultimate intersection for Cross Timbers Road/FM 1171 and Bruton Orand Boulevard, and for the entire length of the property, the zoning for this property, including the Specific Use Permit described herein, will be a matter that will be automatically placed upon a subsequent Planning and Zoning Commission agenda for consideration as a Town-initiated zoning change under normal

ORDINANCE NO. 27-07

zoning amendment procedures. The term "ultimate intersection" shall mean the ultimate six-lane divided or frontage of the property, including appropriate transitions therefrom as determined by generally accepted engineering practices and TxDOT.

3. Any site plan submitted for the property referenced in this ordinance, or any portion thereof, shall be subject to review by the Planning and Zoning Commission and Town Council.
4. Any fast food uses shall be permitted only on Lots 3 and 8 and shall require a specific use permit and approval by the Planning and Zoning Commission and Town Council, subject to (i) such uses being in conformance with the development standards contained herein and (ii) a site plan for such fast food uses shall be attached to any specific use permit as an exhibit thereto.

Additional design standards for fast food uses shall include the following:

1. Pitched roof with multiple levels and height changes;
2. Harmonious architecture with the overall center;
3. Enhanced paving denoting drive-thru areas;
4. No corporate architecture;
5. No logos on the building (but corporate font style and color are allowed);
6. Minimum sixty percent (60%) stone to match existing shopping center;
7. Heavy landscape screening required at dumpster enclosures;
8. No more than ten percent (10%) of building façade allowed in color that is not earth-toned;
9. Decorative metal solid gate at dumpster enclosure(s); and
10. All building signage to be reverse-channel "halo" lit letters.

B. PROHIBITED USES

The following uses shall not be permitted in this Planned Development District:

1. Amusement and recreation (outdoors)
2. Auto parts and accessory sales (indoors)
3. Auto repair garage

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4. Bait shop
5. Car Sales new or used
6. Car wash, automatic
7. Car wash, full service
8. Car wash, self service
9. College or university
10. Convent or monastery
11. Dance hall
12. Food processing
13. Golf course, public
14. Laundry – self-service
15. Mortuary or funeral home
16. Repair services, limited
17. School, elementary or secondary
18. Swimming pool, commercial
19. Swimming pool, public
20. Tool rental (domestic equipment)
21. Vehicle and equipment sales or rental
22. Wholesale greenhouse

The following uses, normally allowed with a Specific Use Permit, shall not be permitted in this Planned Development District:

1. Animal control facility
2. Caretaker or guard residence (mobile home)
3. Cemetery
4. Cleaning/laundry shop with on-site plant
5. Exhibition area or fairgrounds
6. Mini-warehouse
7. Nursing home or congregate care facility
8. Stadium or playfield, public

C. MISCELLANEOUS STANDARDS

1. The perimeter landscaping for each quadrant of the intersection of Bruton Orand Boulevard and Cross Timbers Road shall be installed prior to the issuance of a

ORDINANCE NO. 27-07

Certificate of Occupancy (CO) for the first building as each corner develops. Development of one corner of the intersection will only require the perimeter landscaping of that particular corner to be installed. Perimeter landscaping is considered the landscaping within the setback along Bruton Orand Boulevard and Cross Timbers Road, as well as the construction and installation of the compatibility wall within PD 103. Complete landscape installation within the compatibility buffer of PD 103 is required where no retaining walls are planned. Where retaining walls are planned, complete landscape installation is triggered with the construction of the retaining wall as each corner develops.

2. Other than for Lots 3, 4, and 8, no Certificate of Occupancy shall be issued for any use until the entire FM 1171 frontage for the property and the ultimate intersection of FM 1171 and Bruton Orand are completed by TxDOT. The term "ultimate intersection" shall mean the ultimate six-lane divided urban section, as designed by TxDOT, with said six-lane divided section extending the entire length or frontage of the property, including appropriate transitions therefrom as determined by generally accepted engineering practices and TxDOT.
3. The development will be subject to an overall reciprocal easement agreement granting cross-access and cross-parking as each corner of the development is built. Development of one corner of the intersection will only require a reciprocal easement agreement of that particular corner. A copy of said agreement will be provided to the Town of Flower Mound with the Record Plat for the development.
4. The detention areas will consist of sloped sides and/or retaining walls. Detention areas will be allowed within the landscape setbacks.
5. All loading areas shall be completely screened from public right-of-way or adjacent residence using a screen wall, which is of adequate length and height to completely enclose a delivery vehicle parked in a loading area. Additionally, berms and landscaping may be used to enhance screening.
6. Any use utilizing a drive through facility shall be subject to Section 82-82 of the Town's Land Development Regulations as amended, at the time of site plan submittal.

ORDINANCE NO. 27-07

7. Enhanced screening and/or special attention to building facades shall be required in areas where unusual sightlines from adjacent residential property to the backs of buildings are created by high retaining walls.
8. Incorporation of the Scenic Road planting standards of the Town's Urban Design Plan is desired along Cross Timbers Road.
9. A sign may not be lighted internally from a light source entirely within the sign. All signs may be lit by a lighting source located a distance away from the sign and projecting light onto the sign, or back lit subject to the following:
 - a. The light source shall be continuous and uninterrupted so as not to be flashing;
 - b. Lighting shall be in a manner so as not to interfere with traffic safety or to pose other safety hazards; and
 - c. All electrical wiring shall conform to the electrical codes of the Town.
10. No signage is allowed on any building or structure or any other location within the development beyond permanent wall and monument signs permitted by Town Code. Types of prohibited signage include those outlined in Division 4 of Chapter 86 entitled Temporary Signs. All signage allowed by Town Code for a Special Event is prohibited.
11. An eight-foot (8') tall masonry fence along the southern boundary of the development adjacent to Brandywine at Wellington Subdivision is required.
12. All trees planned for the development shall be a minimum of four-inch (4") caliper at time of planting
13. Building Elevation Profiles and Roof Form shall have the following components:
 - a. The design, materials, and colors of Cross Timbers Village shall be similar to the clubhouses of the nearby Bridlewood and Wellington subdivisions, and in substantial conformance with Exhibit E, Concept Elevations.

ORDINANCE NO. 27-07

- b. All building facades will be articulated to meet or exceed the Town of Flower Mound Urban Design Plan. Entry towers, building offsets, and porches/patios are some of the elements which will be used to achieve desired façade articulation.
- c. Harmonious architecture of each structure within the development is required.
- d. Contrasting wall planes, architectural elements, and rooflines shall be used to create interesting and pleasing elevations. Building entry points will be designated through architectural features such as entry towers, arcades, and canopies. Decorative pilasters, cornices, and/or moldings shall be incorporated into all elevations exposed to public view.
- e. Utility panels and connection points shall be painted and textured to match the color and texture of the building and located so that they are not visible from Bruton Orand or Cross Timbers Road.
- f. Buildings will be oriented to face Bruton Orand and Cross Timbers Road. Building sides adjacent to residential will be articulated and addressed so as to present a pleasing façade towards the neighborhood.
- g. Any exposed roof slopes shall be composition shingle, clay tile, simulated slate, and/or standing seam metal. Colors shall be similar to the clubhouses of the nearby Bridlewood and Wellington subdivisions.
- h. Roof pitches shall conform to the Master Plan 2001. Sloped roofing shall be required for structures 15,000 square feet and under. Buildings of one or two stories over 15,000 square feet may have a flat or low-slope roof, but should use a parapet wall or mansard roof along the building perimeter, so that the flat or low-slope roof and any roof top mounted mechanical equipment is not visible from the public right-of-way or from neighboring residential buildings.
- i. The roof surface height shall not exceed thirty-five (35) feet, and any building shall not be more than two (2) stories in height. Parapet screening walls and limited architectural elements shall not exceed forty (40) feet in height.

ORDINANCE NO. 27-07

14. Building Materials shall have the following characteristics:
- a. Not less than eighty percent (80%) and not more than ninety percent (90%) of any elevation facing a public street or platted access easement shall be constructed of unpainted/unstained material that meets the definition of primary masonry, as defined by the Land Development Regulations and Master Plan 2001. Masonry shall be earth and wood tone in color.
 - b. The use of exposed aggregate concrete shall not be utilized for any façade facing a public street or platted access easement.
 - c. Concrete surfaces shall be colored, textured, sculpted, or patterned.
 - d. Unpainted metal, galvanized metal, or metal subject to rusting shall not be used. All exposed metals shall have a factory-applied finish. Metal that develops an “attractive” finish (copper) is appropriate.
 - e. Windows and glass shall be incorporated into the design of the building, but shall not compromise more than fifty percent (50%) of the elevation. Maximum reflectance for windows shall not be greater than fifteen percent (15%).
 - f. E.F.I.S., stucco, and concrete block, including split face block, may be used for accents, however, shall not exceed twenty percent (20%) of an individual tenant’s exterior wall surface area.
 - g. Earth and wood tone colors are to be used (reddish brown, brown, tan, umber, gold, sand, green, taupe) as well as other colors that may be acceptable, if the applicant can demonstrate that they are appropriate for the design of the development and are harmonious within the site.
 - h. The primary exterior color shall be compromised of earth or wood tones for at least eighty percent (80%), but not greater than ninety percent (90%), of the façade. A secondary earth- or wood-tone accent color shall be used on at least ten percent (10%) of the façade.

ORDINANCE NO. 27-07

- i. Not more than fifteen percent (15%) of any elevation shall be compromised of a color that is not considered an earth or wood tone.
15. Access Points and Sidewalks shall be developed as follows:
- a. As each parcel or tract develops, at the record plat process, the owner/developer shall provide for a system of interconnected mutual access easements to ensure that internal circulation will be provided.
 - b. The sidewalk along FM 1171/Cross Timbers Road shall be 6' wide.
 - c. Stamped concrete and color variation shall be used on interior sidewalks to help integrate pedestrian connectivity into the site and offer further visual and physical relief from the parking, buildings, and drive aisles.
16. Open Space amenities shall have the following characteristics:
- a. Pedestrian open space shall be composed of either hardscape or planting materials, or a combination of the two, offering visual and physical relief from the necessary parking and building environment. The pedestrian open space amenity(s) should act as an organizing element around which structures and parking are placed. Open space could also include detention or retention ponds if they are integrated on the site in an aesthetically pleasing manner.
 - b. Pedestrian Scale will be achieved through a variety of features. In the Tom Thumb parking lot, two tree-lined walkways with colored concrete are planned to provide connection from the parking areas with the store. In front of the store, a trellis will welcome pedestrians and allow outdoor seating and shade between the two entries.
 - c. Throughout the shopping center potted plantings will be interspersed at the front entries along the sidewalk, and canvas awnings will bring color and scale to the retail entries.
 - d. Each development (East and West) will have its own amenity, organized around existing trees on-site. Cross Timbers Village East will have a

ORDINANCE NO. 27-07

patio/plaza area at the eastern corner of the southernmost building, to take advantage of the specimen tree in that area. The eastern retail building will feature a clock tower on the face which acts as a terminus to the entry drive from Bruton Orand.

- e. Cross Timbers Village West's amenity will be along Cross Timbers Road. The existing pine trees near the westernmost drive entry, as depicted on the Concept Plan will remain, and be incorporated into the amenity area created by the planned detention pond. The detention pond may utilize a combination of stone retaining walls and fencing similar to that used by Bridlewood along Cross Timbers Road to provide visual prominence to the feature.
17. The following exceptions and waivers shall be granted with the approval of the Planned Development District:
- a. A partial waiver from Section 82-302(2), specifically the requirement for a continuous berm with a minimum height of three feet along the southern, eastern, and western property boundaries of PD 103.
 - b. A partial waiver from Section 82-302(1), specifically the requirement that the compatibility buffer wall be of masonry construction adjacent to Lot 8, Block 1 of the Brandywine at Wellington subdivision.
 - c. An exception from the Town of Flower Mound Access Management Policy and Criteria (October 2005), specifically the requirement that a Minor Arterial Roadway maintain a minimum driveway spacing of 250 feet. This waiver pertains to the southeast corner of the development, specifically the spacing between the southernmost driveway on Bruton Orand Boulevard and the existing driveway on the property adjacent to the south.
18. The gas canopy reflected on Exhibit E to the proposed ordinance shall be amended to reflect on two (2) gas islands and four (4) fuel pumps.

ORDINANCE NO. 27-07

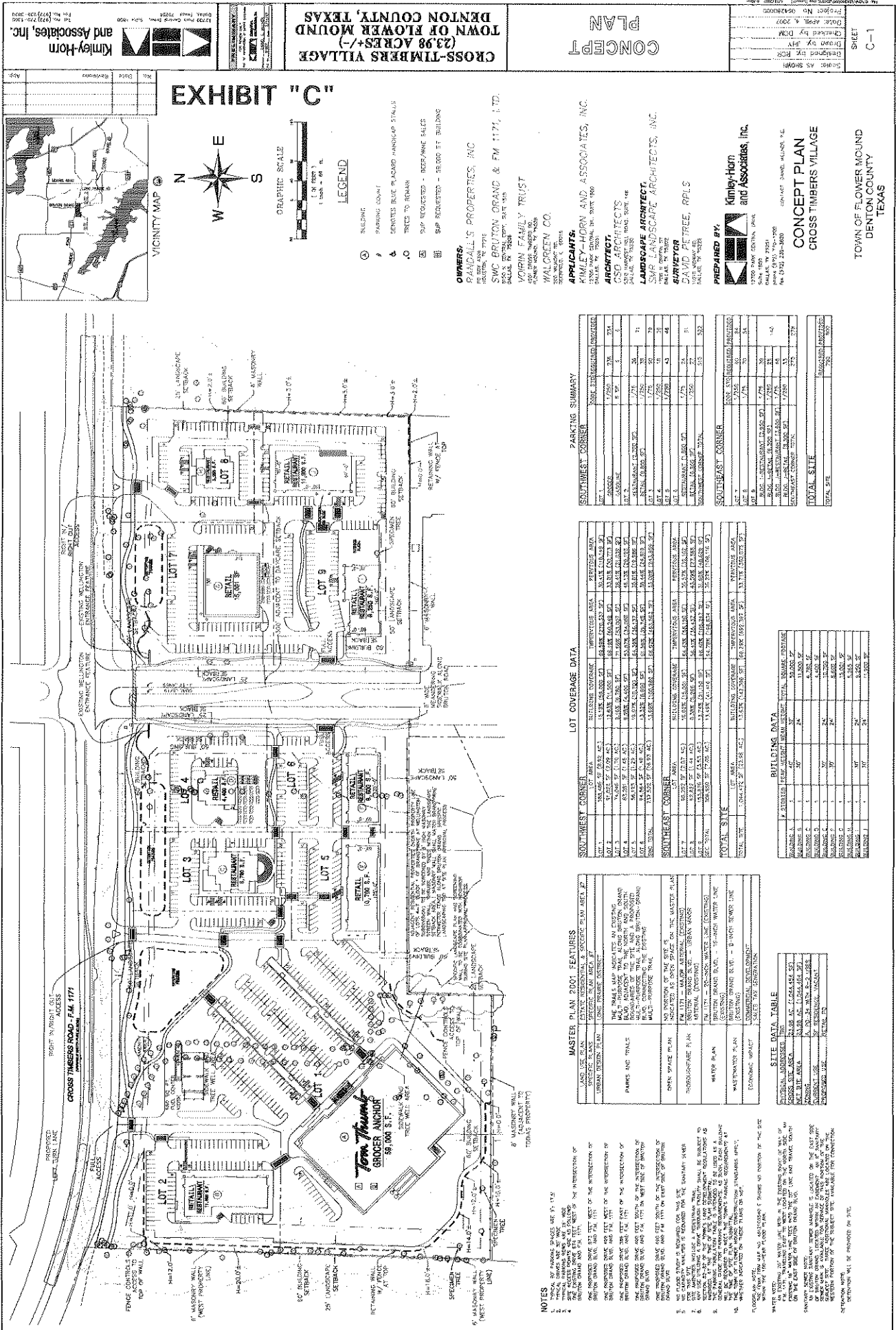
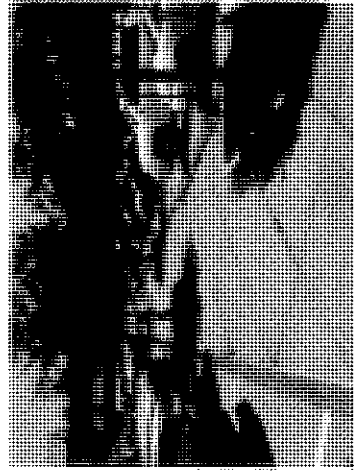
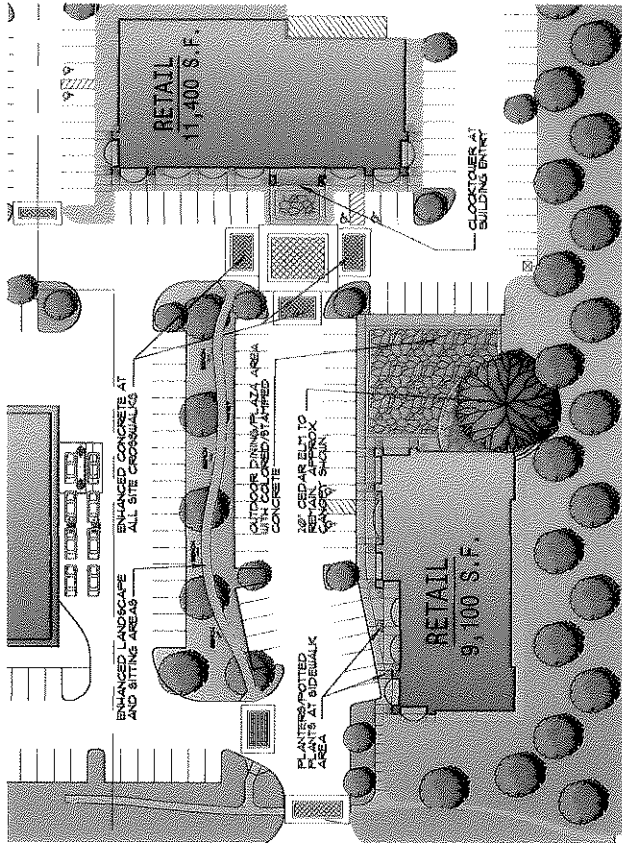


EXHIBIT "C"

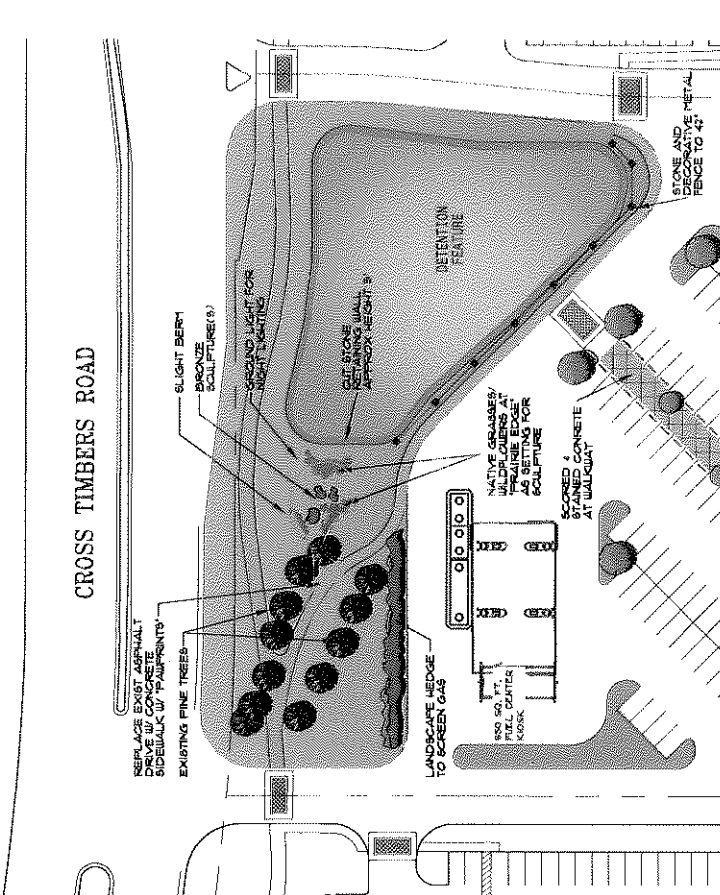
ORDINANCE NO. 27-07

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	ISSUE DATE: 08-20-07
	SCALE: AS NOTED
	APPROVED BY: _____
DATE: _____	

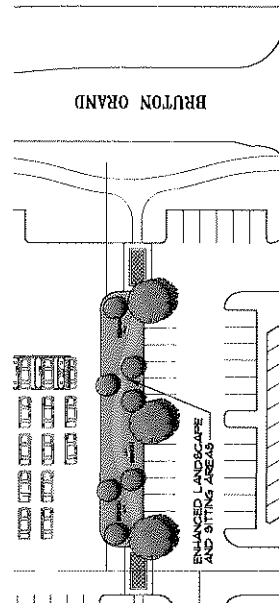


03 EAST AMENITY DETAIL
1"=50'-0"

04 PARKING DIVIDERS/
WALKWAY AT ANCHOR
NOT TO SCALE



01 WEST AMENITY DETAIL 1
1"=50'-0"



02 WEST AMENITY DETAIL 2
1"=50'-0"

CROSS TIMBERS & BRUTON ORAND
FLOWER MOUND, TEXAS

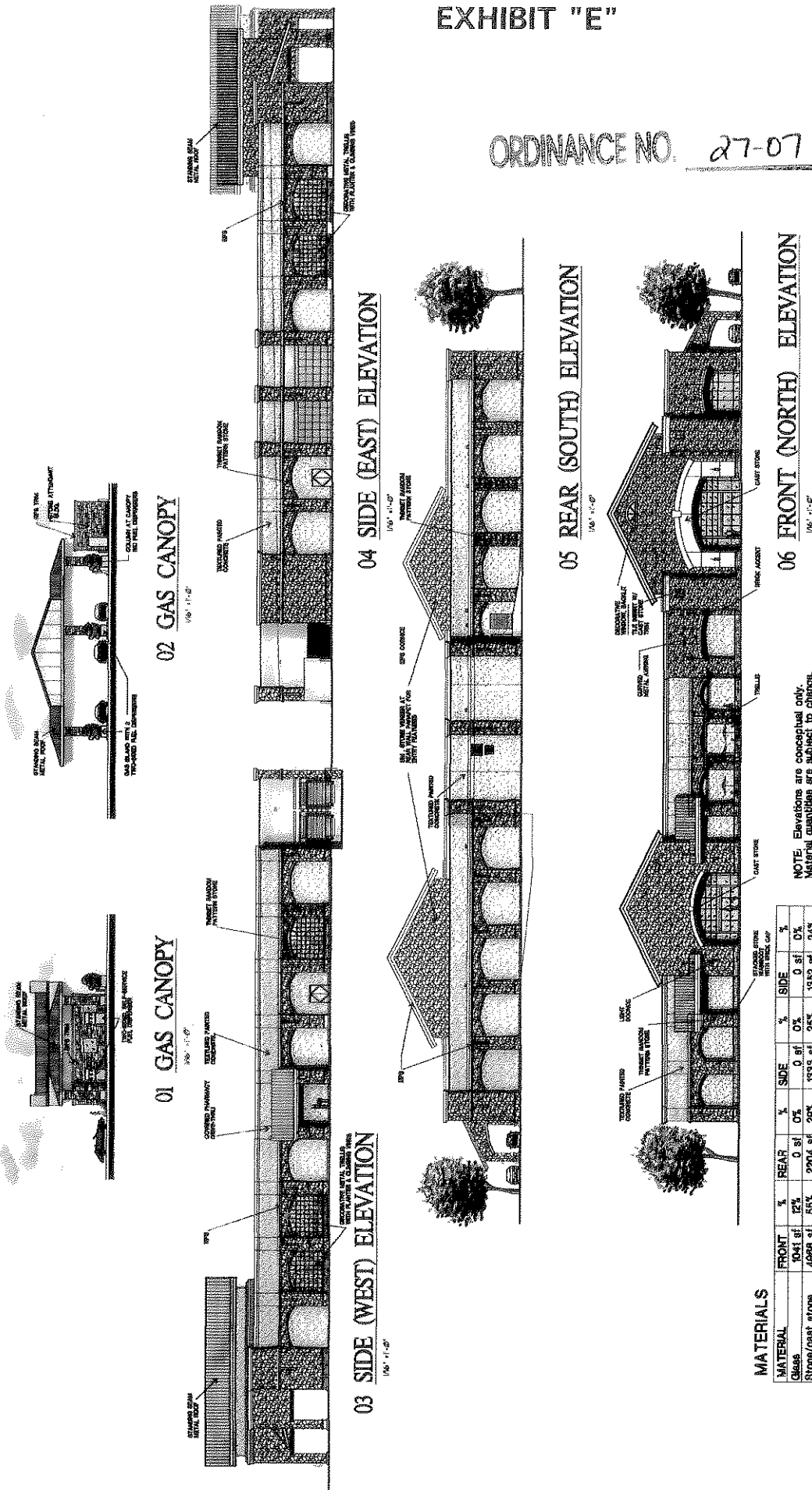
5310 Harvest Hill Rd., Suite 146
Dallas, Texas 75230
972-385-9651
fax 972-385-3462



EXHIBIT "E"

ORDINANCE NO. 27-07

A1
08-04-07
SUBMIT DATE 08/04/07
APPROVED BY
DATE



MATERIALS

MATERIAL	FRONT	%	REAR	%	SIDE	%	SIDE	%	%
Glass	1041 sf	12%	0 sf	0%	0 sf	0%	0 sf	0%	0%
Stone/cast stone	4999 sf	55%	2204 sf	28%	1335 sf	25%	1332 sf	24%	24%
Arch. fin. concrete	2131 sf	24%	4833 sf	61%	3326 sf	62%	3463 sf	63%	63%
EIFS	874 sf	10%	472 sf	6%	687 sf	12%	687 sf	12%	12%
Metal Doors/Louvers	0 sf	0%	63 sf	1%	48 sf	1%	48 sf	1%	1%
Facade Total	9058 sf	100%	7692 sf	100%	5391 sf	100%	5378 sf	100%	100%

CROSS TIMBERS VILLAGE
FLOWER MOUND, TEXAS

5310 Harvest Hill Rd, Suite 146
Dallas, Texas 75230
972-385-9051
fax 972-385-3452

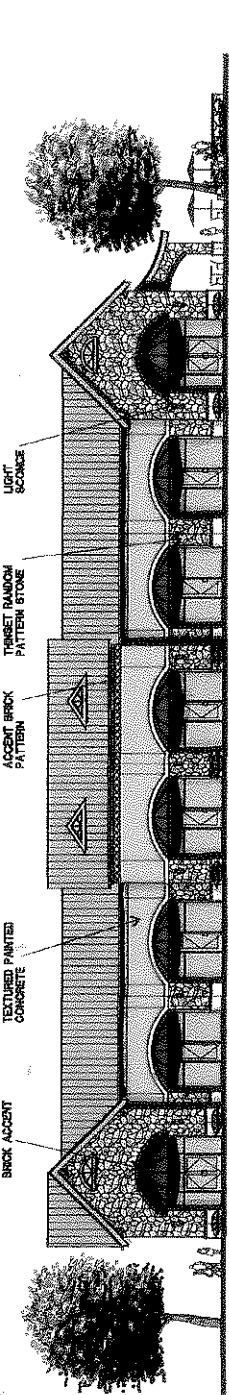


EXHIBIT "E"

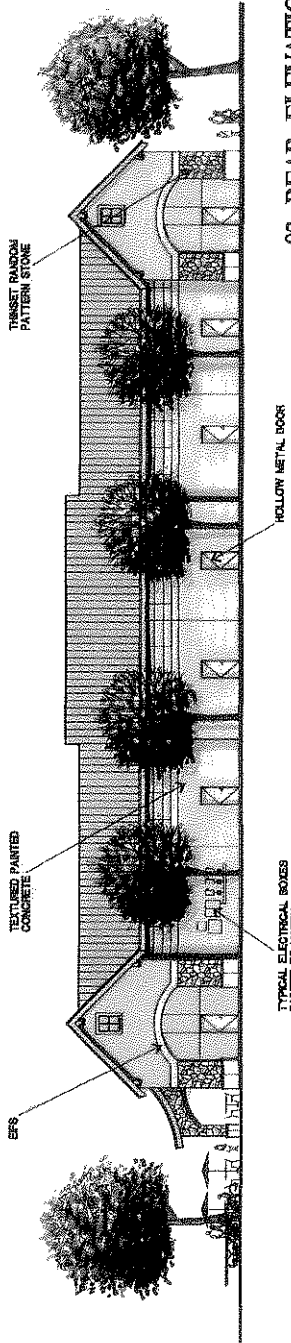
ORDINANCE NO. 27-07

A2

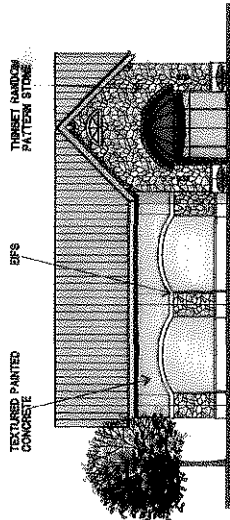
JOB# 08-040
ISSUE DATE: 04/04/07
SCALE: 1/8"=1'-0"
APPROVED BY: _____
DATE: _____
DESIGNED BY: _____
CHECKED BY: _____
DRAWN BY: _____



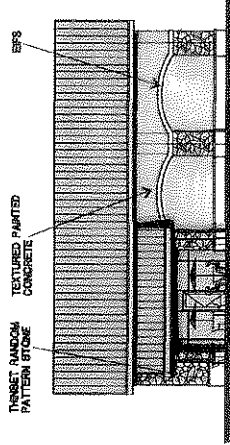
01 FRONT ELEVATION
33'7" x 4'-0"



02 REAR ELEVATION
33'7" x 4'-0"



04 SIDE ELEVATION
33'7" x 4'-0"



03 SIDE ELEVATION
33'7" x 4'-0"

MATERIALS

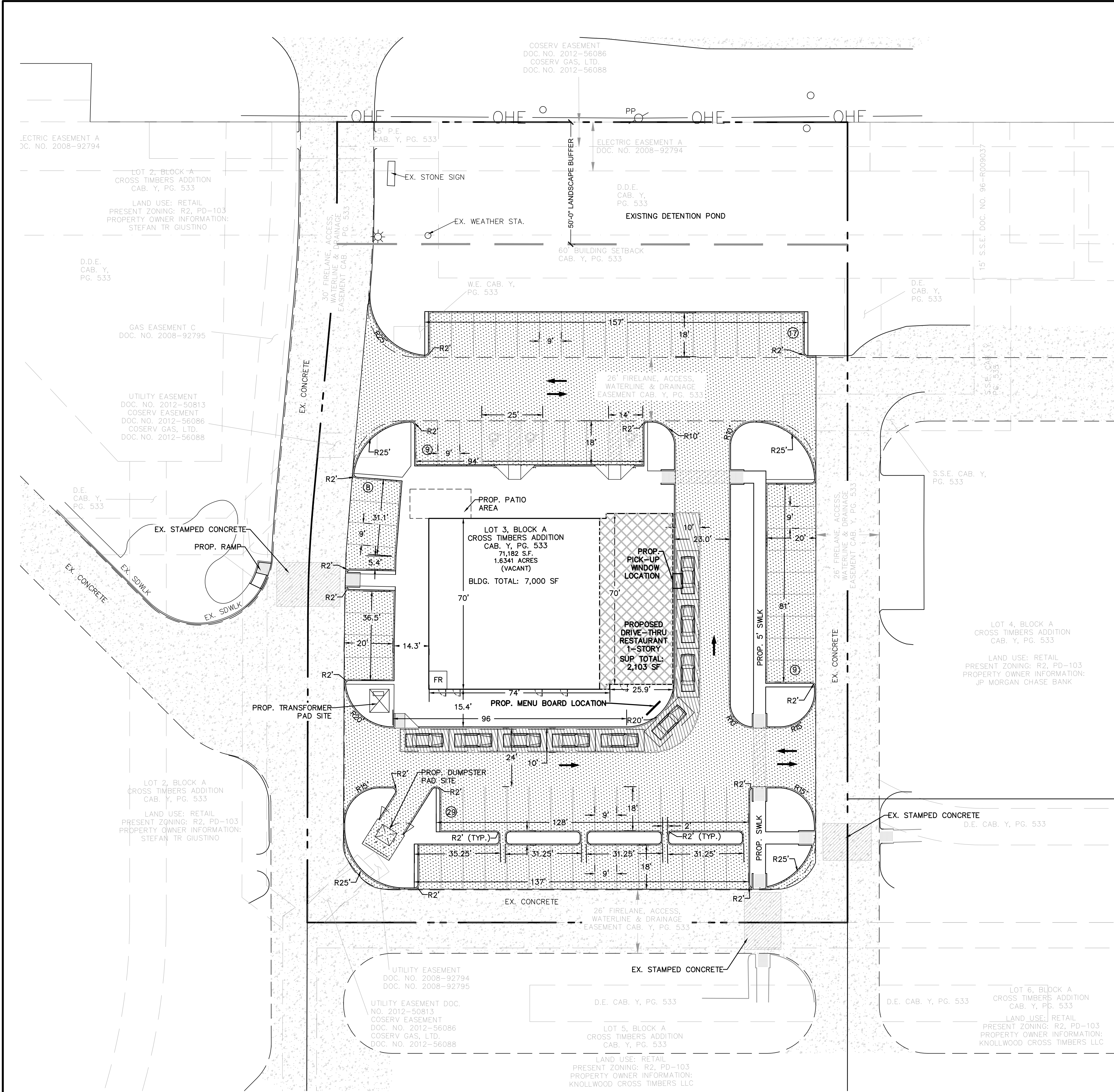
MATERIAL	FRONT	%	REAR	%	SIDE	%	SIDE	%
Glass	1724 sf	37%	0 sf	0%	198 sf	20%	128 sf	80%
Stone/cast stone	984 sf	31%	180 sf	5%	353 sf	15%	442 sf	38%
Arch. fin. concrete	837 sf	28%	3005 sf	88%	882 sf	62%	622 sf	51%
EPS	18 sf	4%	68 sf	2%	33 sf	3%	32 sf	3%
Metal Doors	0 sf	0%	188 sf	5%	0 sf	0%	0 sf	0%
Feasible Total	3041 sf	100%	3401 sf	100%	1044 sf	100%	1225 sf	100%

NOTE: Elevations are conceptual only.
Material quantities are subject to change.
NOTE: All other buildings will substantially
conform in materials, color and design
to elevations presented.

CROSS TIMBERS & BRUTON ORAND
FLOWER MOUND, TEXAS

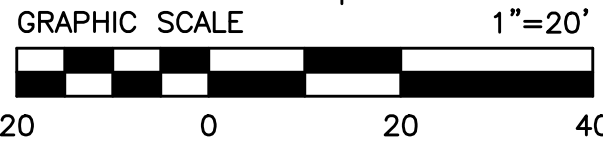
5310 Harvest Hill Rd. Suite 146
Dallas, Texas 75230
972-385-9651
fax 972-385-3482





GENERAL NOTES

1. ALL CURVE RADIUS DIMENSIONS SHOWN ARE FOR FACE OF CURB.
2. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS.
3. ALL SIDEWALKS AND HANDICAP CURB RAMPS SHALL COMPLY WITH ALL STATE AND FEDERAL ACCESS REGULATIONS.
4. MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH TOWN STANDARDS.
5. FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48121C0540G, DATED APRIL 18, 2011 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE MAP, THIS PROPERTY IS WITHIN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
6. ALL RETAINING/DRAINAGE WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
7. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
8. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
9. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
10. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
12. DRAINAGE FROM THIS SITE WILL BE COLLECTED BY AN EXISTING STORM SEWER SYSTEM AND OUTFALL INTO THE EXISTING DETENTION POND.
13. ADA CIRCULATION AT THE BUILDING SHOULD NOT BE INTERRUPTED BY OUTDOOR SEATING.



LEGEND

- Proposed Concrete Pavement
- Existing Concrete Pavement
- Proposed Stamped Concrete
- Existing Stamped Concrete
- Proposed Traffic flow

Site Data Table		
Physical Address	LOT 3	
Gross Site Area	1.6341 ac./ 71,182 sf.	
Net Site Area		
Zoning	PD-103	
Current Use	RETAIL/RESTAURANT	
Lot Coverage Data		
Building Coverage	9.8%/ 7,000 sf.	
Impervious Area	62%/ 44,103 sf.	
Pervious Area	28.2% /22,079 sf	
Parking Summary		
Retail (2,725 sf) at 1 per 250 sf	Required	Provided
	11	11
Restaurant (4,275 sf) at 1 per 75 sf	57	57
Patio (300 sf) at 1 per 75 sf	4	4
Total Parking	72	72
Building Data		
Building	1 STORY	
Peak height	35'-0"	
Mean Height	23'-0"	
Building Area Square Footage	7,000 sf	
Patio Area Square Footage	300 sf	
Total Square Footage	7,300 sf	

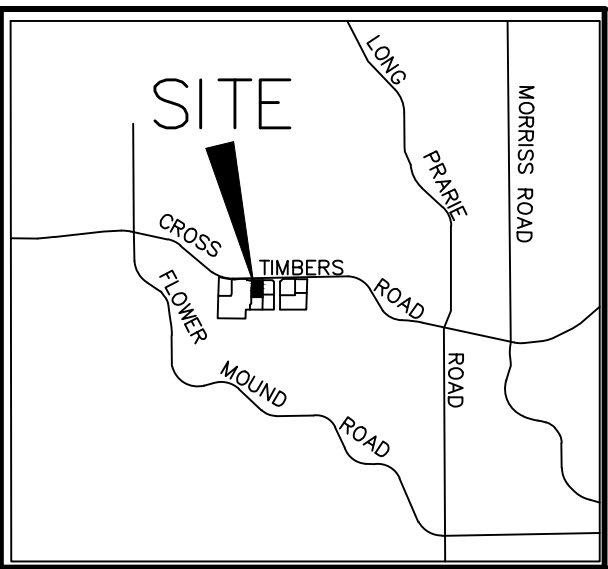
MASTER PLAN FEATURES	
LAND USE PLAN	RETAIL/RESTAURANT
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	THE TRAILS MAP INDICATES AN EXISTING MULTI-PURPOSE TRAIL ALONG BRUTON ORAND BLVD. ADJACENT TO THE NORTH AND SOUTH BOUNDARIES OF THE SITE AND A PROPOSED MULTI-PURPOSE TRAIL ALONG BRUTON-ORAND BLVD. CONNECTING THE EXISTING MULTI-PURPOSE TRAIL.
OPEN SPACE PLAN	NO PORTION OF THE SITE IS INDICATED AS OPEN SPACE ON THE MASTER PLAN
THOROUGHFARE PLAN	FM 1711 - MAJOR ARTERIAL (EXISTING) BRUTON ORAND BLVD. - URBAN MINOR ARTERIALS (EXISTING)
WATER PLAN	FM 1171 - 20-INCH WATER LINE (EXISTING) BRUTON ORAND BLVD. - 16-INCH WATER LINE (EXISTING)
WASTEWATER PLAN	BRUTON ORAND BLVD. - 8-INCH SEWER LINE (EXISTING)

CONCEPT SITE PLAN

CROSS TIMBERS ADDITION
LOT 3, BLOCK A

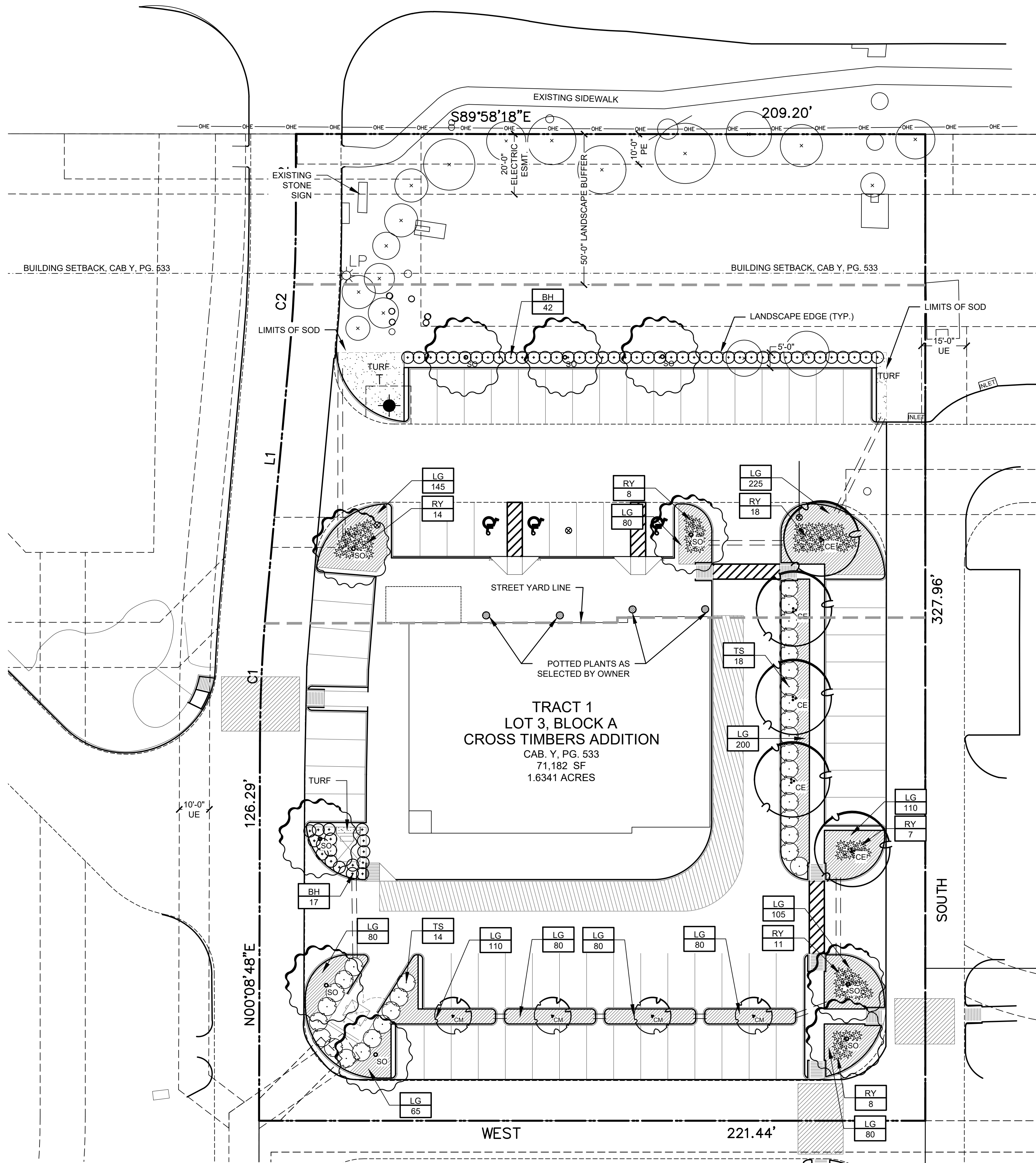
1.6341 ACRES
PERRY MALONE SURVEY-ABSTRACT 836
JOHN W. MALONE SURVEY-ABSTRACT 857
M.E.P. & P.R.R. CO. SURVEY-ABSTRACT 935
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SWC CROSS TIMBERS LP	OWNER
7500 San Jacinto Place Plano, Texas 75024	(972)980-9686
DUGGAN REALTY ADVISORS, LLC	DEVELOPER
7500 San Jacinto Place Plano, Texas 75024	(972)980-9686
JB PARTNERS, INC.	ENGINEER/SURVEYOR
16301 Quorum Drive, Suite 200B Addison, Texas 75001 Contact: Jeff Klement, P.E.	(972)248-7676



SUBMITTED: OCTOBER 29, 2018

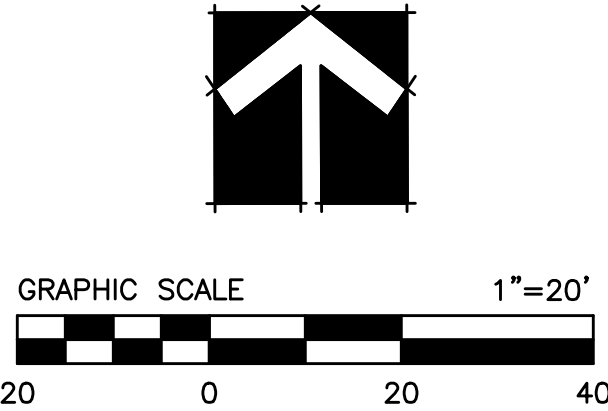
CROSS TIMBERS ROAD - FM 1171



CAUTION!!!
EXISTING UNDERGROUND POWER, GAS, CABLE, & TELEPHONE IN PROJECT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND LOCATING EXISTING UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL EXISTING UTILITIES AND STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS.

DIG TESS: 1-800-344-8377

CALL CITY FOR WATER AND SEWER LINES.



GENERAL LANDSCAPE NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPE AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL UNDERGROUND UTILITIES AND WILL BE RESPONSIBLE FOR COSTS INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES OR STRUCTURES CAUSED BY HIS FORCES. REF. CIVIL PLANS FOR PROPOSED UTILITY LINE LOCATIONS.
- DO NOT WILLFULLY PROCEED WITH CONSTRUCTION, AS DESIGNED, WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS OR CONFLICTS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- ALL TREES AND PLANTING BEDS ARE TO BE LAID OUT IN THE FIELD BY THE LANDSCAPE CONTRACTOR FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION OR PREPARATION OF PLANTING AREAS. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR FAILURE TO OBTAIN OWNER'S REVIEW OF THE LAYOUT INCLUDING MODIFICATIONS REQUIRED.
- THE LANDSCAPE CONTRACTOR SHALL RECEIVE THE SITE AT (+/-) 0.1' OF FINISH GRADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING OR ADDING TOPSOIL AS NEEDED FOR THE INCLUSION OF THE SOIL AMENDMENTS.
- PLANTING AREA PREPARATION TO INCLUDE A MINIMUM OF 3" OF APPROVED ORGANIC MATTER TILLED INTO THE TOP 8" OF PLANTING AREA SOIL UNLESS OTHERWISE SPECIFIED. REMOVE ALL ROCKS, CLODS AND DEBRIS. LEAVE PLANTING AREAS SMOOTH AND ASSURE POSITIVE DRAINAGE AWAY FROM BUILDING.
- ALL LAWN AND LANDSCAPE AREAS ARE TO BE SEPARATED BY RYERSON STEEL EDGING.
- ALL PLANTING BEDS AND TREE PITS ARE TO RECEIVE A MINIMUM OF 2" OF SHREDDED HARDWOOD MULCH. SAVE THIS OPERATION UNTIL NEAR FINAL INSPECTION.
- ALL SHRUBS ARE TO BE LOCATED A MINIMUM OF 3' FROM STEEL EDGING, CURBS, WALKS, TREES, AND BUILDINGS.
- TREES TO BE PLANTED IN PARKING LOT ISLANDS LESS THAN TEN FEET (10') WIDE SHALL INSTALL A ROOT BARRIER PANELS. ROOT BARRIERS ARE ONLY TO BE INSTALLED LINEAR ALONG THE HARDSCAPE AND NOT TO SURROUND THE TREES.
- ALL TURF AREAS SHALL HAVE THE TOP 2" OF SOIL MECHANICALLY TILLED. RAKE ALL AREAS REMOVING DEBRIS, CLODS AND ROCKS 1" DIA. AND GREATER. RENDER SOIL LOOSE AND FINELY GRADED. ELIMINATE ALL DEPRESSIONS AND RIDGES AND PROVIDE A SMOOTH, AND EVEN FINISH GRADE.
- ALL TURF AREAS ARE TO BE HYDROMULCHED WITH COMMON BERMUDA (IF WATER RESTRICTIONS ALLOW) OR APPROVED SEASONAL GRASS ALONG WITH 15:5:10 FERTILIZER OR AS SPECIFIED.
- SHALL WATER RESTRICTIONS NOT ALLOW FOR HYDROMULCH CONTRACTOR SHALL NOTIFY OWNER/REPRESENTATIVES TO COORDINATE ALTERNATIVES PRIOR TO THE ORDERING OF ANY MATERIAL. FAILURE TO DO SO MAY RESULT IN REWORK AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS AND SHALL COORDINATE INSTALLATION OF THE LANDSCAPING WITH INSTALLATION OF THE IRRIGATION SYSTEM.
- THE SITE SHALL BE IRRIGATED BY AN AUTOMATIC IRRIGATION SPRINKLER SYSTEM AND SHALL HAVE RAIN AND FREEZE SENSORS.
- ALL PLANTING AREAS SHALL BE MAINTAINED WEED FREE UNTIL FINAL ACCEPTANCE.
- ALL WORK SHALL BE GUARANTEED AGAINST ALL DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF 1-YEAR FROM THE DATE OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LOSS AS THE RESULT OF NEGLIGENT MAINTENANCE, FIRE, FREEZE, FLOOD, THEFT, VANDALISM, DISEASE, OR INSECTS UNLESS THE CONTRACTOR HAS BEEN CONTRACTED TO PERFORM MAINTENANCE OPERATIONS ON THE PROJECT.
- THE CONTRACTOR SHALL ADJUST FINAL PLANT MATERIAL LOCATIONS AS NEEDED TO ACCOMMODATE LIGHT FIXTURES, UNDERGROUND SERVICE LINES, AND OTHER UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR THE REMOVING OF TOPSOIL AS NECESSARY TO ACCOMMODATE INCORPORATION OF SOIL AMENDMENTS INCLUDING TOPDRESSING.
- CONTRACTOR TO ASSURE PROPER PLANTING AREA EDGE CONDITIONS AT HARDSCAPE. PROPER BED TAPER WILL BE REQUIRED. ABRUPT BED DROPOFFS AT PAVING WILL NOT BE ALLOWED.

NOTE:
ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM

CONTRACTOR TO SOD ALL DISTURBED AREAS

LANDSCAPE LEGEND

- EXISTING TREES
- SO SHUMARD RED OAK/QUERCUS SHUMARDII
- CE CEDAR ELM/ULMUS CRASSIFOLIA
- CM CRAPE MYRTLE/LAGERSTROEMIA INDICA 'DALLAS RED'
- TS TEXAS SAGE/LEUCOPHYLLUM FRUTESCENS
- BH DWARF BURFORD HOLLY/ILEX CORNUTA
- RY RED YUCCA/HESPERALOE PARVIFLORA
- LG WEEPING LOVE GRASS/ERAGROTIS CURVULA
- SC SEASONAL COLOR
- TURF BERMUDAGRASS / CYNODON DACTYLON

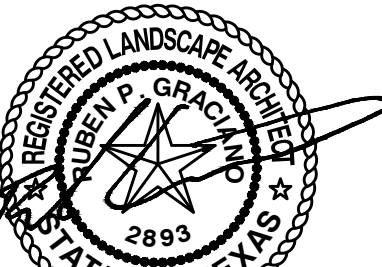
NOTE:
CONTRACTOR SHALL VERIFY WATER RESTRICTIONS WITH THE TOWN AT TIME OF PLANTING. SHOULD WATER RESTRICTIONS NOT ALLOW FOR HYDRO-MULCH, HYDRO-SEEDING, OR SPRIGGING (STAGE 3 AND STAGE 4 WATER RESTRICTIONS), AN APPROVED ALTERNATIVE FOR GRASSING SHALL BE INSTALLED.

NO.	REVISIONS DURING CONSTRUCTION	BY	DATE	NO.	REVISIONS DURING PLAN REVIEW	BY	DATE

DESIGNED BY:
AP/RG

DRAWN BY:
AP

CHECKED BY:
RG



JBI PARTNERS

2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLs No. 10076000

CONCEPT LANDSCAPE PLAN		PROJECT NO.
LOT 3, BLOCK A		DRA 002
CROSS TIMBERS ADDITION		SHEET NO.
Flower Mound, Denton County, Texas		LP-1

MATERIALS AND COLORS

FIELD STONE	TUSCANY BY ROBINSON BRICK THIN STONE
ACCENT STONE	KENSINGTON BY ROBINSON BRICK THIN STONE
CAST STONE	SAVANNA STONE
STUCCO & EIFS	"LIMESTONE" SMOOTH FACE SANDS OF TIME BY SHERWIN WILLIAMS - SW6101
ALL METALS - STOREFRONTS, DOORS, AWNINGS, CANOPIES, PARAPET CAPS, AND STANDING SEAM ROOFING	DARK BRONZE - TO MATCH ADJACENT BUILDINGS

MATERIAL TABULATION CHART

	NORTH		SOUTH		EAST		WEST	
TOTAL FACADE S.F.	2,903 SF		2,749 SF		2,062 SF		1,951 SF	
FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	1,981 SF		2,632 SF		1,858 SF		1,749 SF	
DOORS AND WINDOWS S.F.	922 SF		117 SF		204 SF		202 SF	
PRIMARY MASONRY TOTALS (MIN. 80%)								
-BRICK S.F.	28 SF	1 %	0 SF	0 %	21 SF	1 %	0 SF	0 %
-STONE S.F.	1,436 SF	72 %	2,154 SF	82 %	1,546 SF	83 %	1,428 SF	82 %
-STUCCO S.F.	407 SF	21 %	478 SF	18 %	267 SF	15 %	267 SF	15 %
SECONDARY MASONRY TOTALS (MAX. 20%)								
-EIFS S.F.	110 SF	6 %	0 SF	0 %	24 SF	1 %	54 SF	3 %

ANY EXTERNAL ELECTRICAL PANELS WILL
BE PAINTED/TEXTURED TO MATCH THE
MATERIAL AND COLOR OF THE BUILDING.



MICHAEL F. TWICHELL, L.P.
ARCHITECTS + PLANNING
INTERIORS

3624 OAK LAWN AVENUE, SUITE 320
DALLAS, TEXAS 75219
OFFICE: 214-521-3066

SWC CROSS
TIMBERS, LP

7500 SAN JACINTO PLACE
PLANO, TEXAS 75024
972-980-9686 x103

CROSS
TIMBERS
ADDITION

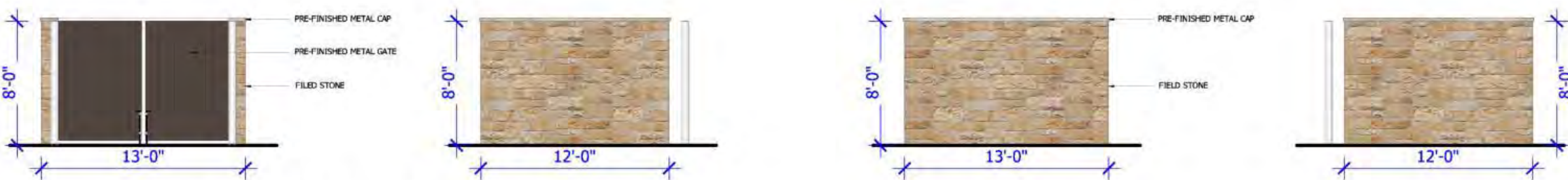
LOT 3, BLOCK A - 1.6341 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT
ELEVATIONS

SCALE: 1/8" = 1'-0"

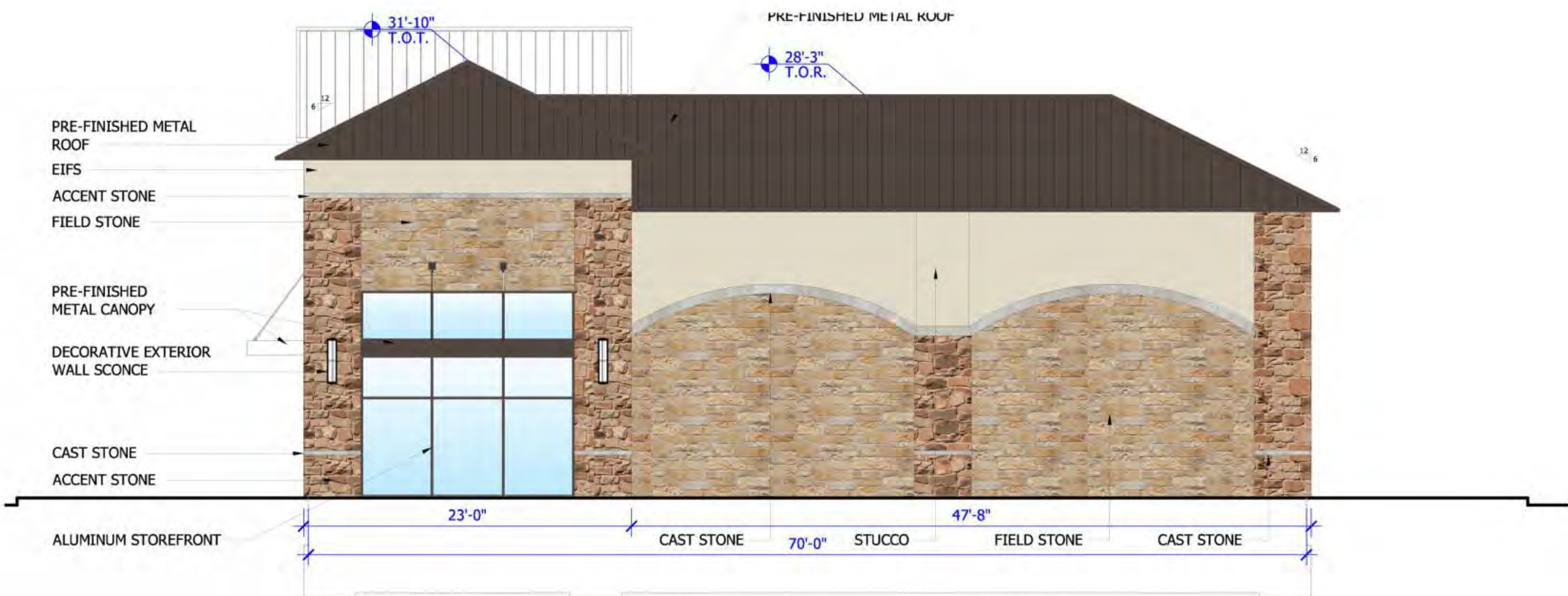
REV DATE DESCRIPTION

PROJECT NO: 18060
SHEET



05 DUMPSTER ELEVATIONS

1/8" = 1'-0"



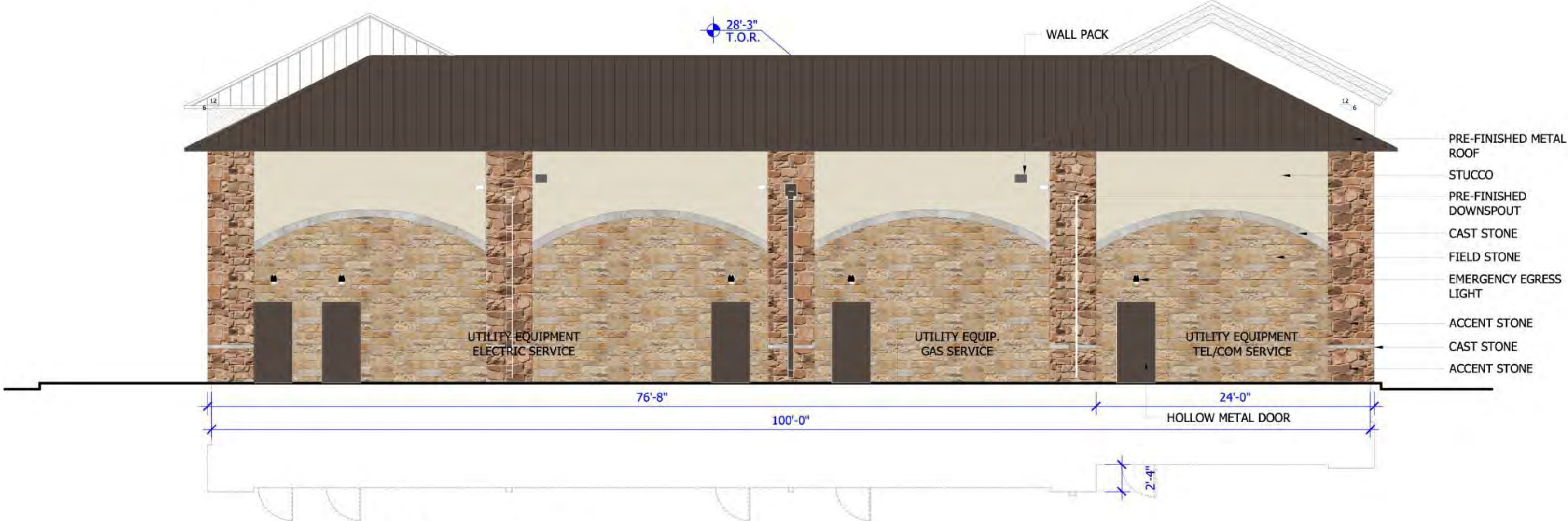
04 WEST ELEVATION

1/8" = 1'-0"



02 EAST ELEVATION

1/8" = 1'-0"



03 SOUTH ELEVATION

1/8" = 1'-0"



01 NORTH ELEVATION

1/8" = 1'-0"



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 APPROVING SPECIFIC USE PERMIT NO. 455 (SUP-455) FOR A FAST FOOD RESTAURANT WITH A DRIVE-THROUGH WINDOW ON CERTAIN PROPERTY DESCRIBED AS 1.6341 ACRES OF LAND AND BEING ALL OF LOT 3, BLOCK A, OF THE CROSS TIMBERS VILLAGE ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 103 (PD-103) WITH RETAIL DISTRICT-2 (R-2) USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 1.6341 acres of land and being all of Lot 3, Block A, of the Cross Timbers Village Addition has filed an application for a Specific Use Permit for a fast food restaurant with a drive-through window; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on December 10, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 17, 2018, with respect to the Specific Use Permit 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 Specific Use Permit on the property; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it 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.

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

SECTION 1

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

1.6341 acres of land and being all of Lot 3, Block A, of the Cross Timbers Village Addition, Denton County, Texas.

Specific Use Permit No. 455 is granted to allow a fast food restaurant with a drive-through window, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

- 1) The Specific Use Permit is limited to 2,103 square-foot lease space located at the eastern portion of the 7,000 square-foot multi-tenant retail building.
- 2) The operation and use of the fast food restaurant shall comply with all regulations in Planned Development District-103 (PD-103).
- 3) The hours of operation are limited to 5:00 a.m. to 9:00 p.m, seven days a week.
- 4) A single drive-thru lane as shown on the concept plan shall be permitted.

SECTION 2

The conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed fast food restaurant with a drive-through window, attached hereto as Exhibits "A", "B", and "C" each incorporated herein for all purposes allowed by law, are hereby approved as the conceptual site plan, conceptual landscape plan, and conceptual elevations for this Specific Use Permit.

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 Specific Use Permit, as set forth above.

SECTION 4

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound including the regulations contained in Planned Development District-103 (PD-103).

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except when the provisions of

this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

This Ordinance shall 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:

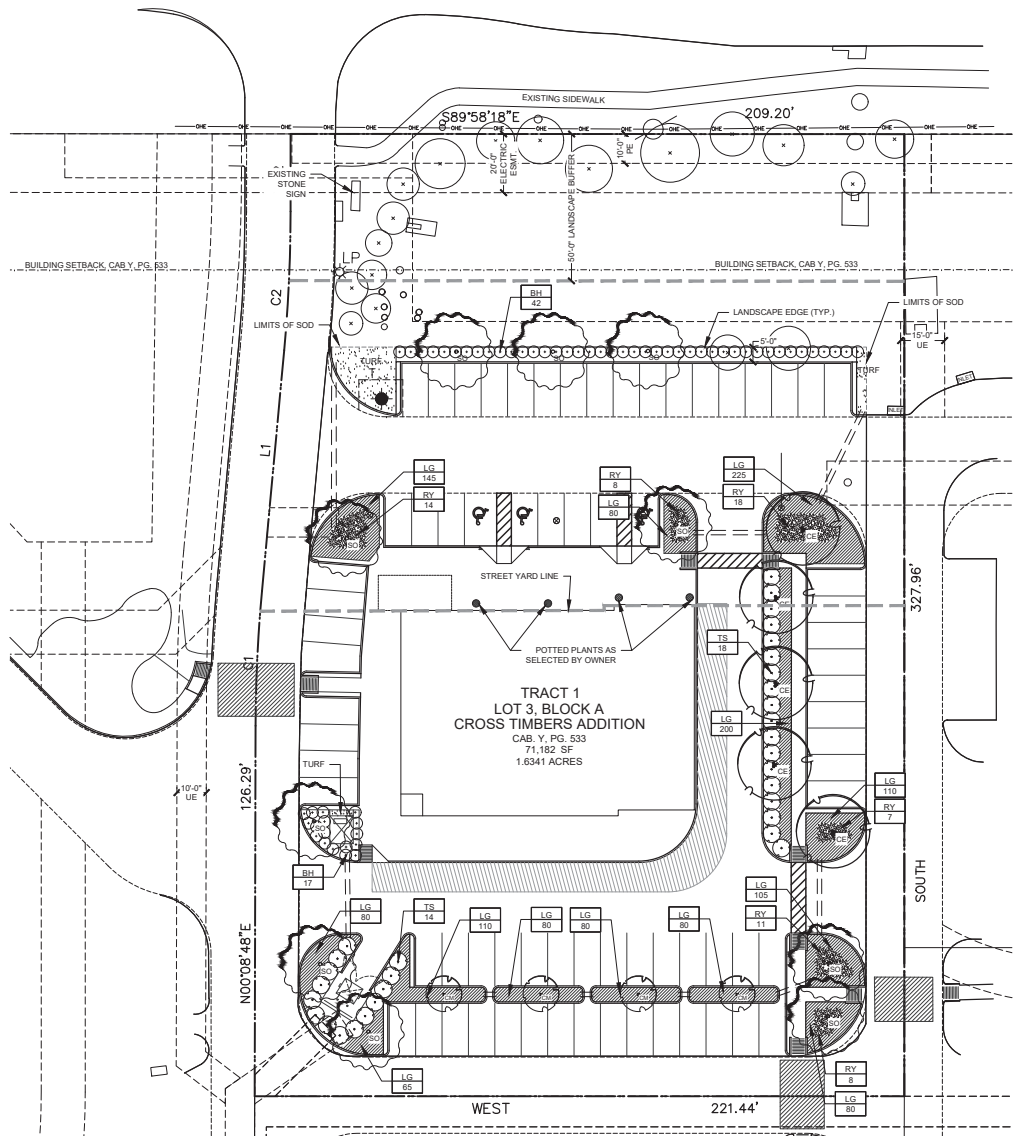
Steve Dixon, MAYOR

ATTEST:

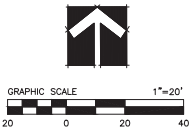
Theresa Scott, TOWN SECRETARY

EXHIBIT "B" - CONCEPT LANDSCAPE PLAN

CROSS TIMBERS ROAD - FM 1171



CAUTION!!!
EXISTING UNDERGROUND POWER, GAS, CABLE, & TELEPHONE IN PROJECT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND LOCATING EXISTING UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL EXISTING UTILITIES AND STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS.
DIG TESS: 1-800-344-8377
CALL CITY FOR WATER AND SEWER LINES.



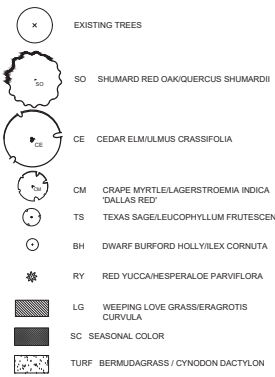
GENERAL LANDSCAPE NOTES

- 1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPE AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL UNDERGROUND UTILITIES AND WILL BE RESPONSIBLE FOR COSTS INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES OR STRUCTURES CAUSED BY HIS FORCES. REF. CIVIL PLANS FOR PROPOSED UTILITY LINE LOCATIONS.
- 2. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION, AS DESIGNED, WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS OR CONFLICTS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- 3. ALL TREES AND PLANTING BEDS ARE TO BE LAID OUT IN THE FIELD BY THE LANDSCAPE CONTRACTOR FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION OR PREPARATION OF PLANTING AREAS. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR FAILURE TO OBTAIN OWNER'S REVIEW OF THE LAYOUT INCLUDING MODIFICATIONS REQUIRED.
- 4. THE LANDSCAPE CONTRACTOR SHALL RECEIVE THE SITE AT (+/-) 0.1' OF FINISH GRADE.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING OR ADDING TOPSOIL AS NEEDED FOR THE INCLUSION OF THE SOIL AMENDMENTS.
- 6. PLANTING AREA PREPARATION TO INCLUDE A MINIMUM OF 3" OF APPROVED ORGANIC MATTER TILLED INTO THE TOP 8" OF PLANTING AREA SOIL UNLESS OTHERWISE SPECIFIED. REMOVE ALL ROCKS, CLODS AND DEBRIS. LEAVE PLANTING AREAS SMOOTH AND ASSURE POSITIVE DRAINAGE AWAY FROM BUILDING.
- 7. ALL LAWN AND LANDSCAPE AREAS ARE TO BE SEPARATED BY IRONSTEEL STEEL EDGING.
- 8. ALL PLANTING BEDS AND TREE PITS ARE TO RECEIVE A MINIMUM OF 2" OF SHREDDED HARDWOOD MULCH. SAVE THIS OPERATION UNTIL NEAR FINAL INSPECTION.
- 9. ALL SHRUBS ARE TO BE LOCATED A MINIMUM OF 3" FROM STEEL EDGING, CURBS, WALKS, TREES, AND BUILDINGS.
- 10. TREES TO BE PLANTED IN PARKING LOT ISLANDS LESS THAN TEN FEET (10') WIDE SHALL INSTALL A ROOT BARRIER PANELS. ROOT BARRIERS ARE ONLY TO BE INSTALLED LINEAR ALONG THE HARDSCAPE AND NOT TO SURROUND THE TREES.
- 11. ALL TURF AREAS SHALL HAVE THE TOP 2" OF SOIL MECHANICALLY TILLED. RAKE ALL AREAS REMOVING DEBRIS, CLODS AND ROCKS 1" DIA. AND GREATER. RENDER SOIL LOOSE AND FINELY GRADED. ELIMINATE ALL DEPRESSIONS AND RIDGES AND PROVIDE A SMOOTH, AND EVEN FINISH GRADE.
- 12. ALL TURF AREAS ARE TO BE HYDROMULCHED WITH COMMON BERMAUD (IF WATER RESTRICTIONS ALLOW) OR APPROVED SEASONAL GRASS ALONG WITH 15:10:10 FERTILIZER OR AS SPECIFIED.
- 13. SHALL WATER RESTRICTIONS NOT ALLOW FOR HYDROMULCH CONTRACTOR SHALL NOTIFY OWNER REPRESENTATIVES TO COORDINATE ALTERNATIVES PRIOR TO THE ORDERING OF ANY MATERIAL. FAILURE TO DO SO MAY RESULT IN REWORK AT NO ADDITIONAL COST TO THE OWNER.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS AND SHALL COORDINATE INSTALLATION OF THE LANDSCAPING WITH INSTALLATION OF THE IRRIGATION SYSTEM.
- 15. THE SITE SHALL BE IRRIGATED BY AN AUTOMATIC IRRIGATION SPRINKLER SYSTEM AND SHALL HAVE RAIN AND FREEZE SENSORS.
- 16. ALL PLANTING AREAS SHALL BE MAINTAINED WEED FREE UNTIL FINAL ACCEPTANCE.
- 17. ALL WORK SHALL BE GUARANTEED AGAINST ALL DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
- 18. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF 1-YEAR FROM THE DATE OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LOSS AS THE RESULT OF NEGLIGENCE, MAINTENANCE, FIRE, FREEZE, FLOOD, THEFT, VANDALISM, DISEASE, OR INSECTS UNLESS THE CONTRACTOR HAS BEEN CONTRACTED TO PERFORM MAINTENANCE OPERATIONS ON THE PROJECT.
- 19. THE CONTRACTOR SHALL ADJUST FINAL PLANT MATERIAL LOCATIONS AS NEEDED TO ACCOMMODATE LIGHT FIXTURES, UNDERGROUND SERVICE LINES, AND OTHER UTILITIES.
- 20. CONTRACTOR IS RESPONSIBLE FOR THE REMOVING OF TOPSOIL, AS NECESSARY TO ACCOMMODATE INCORPORATION OF SOIL AMENDMENTS INCLUDING TOPDRESSING.
- 21. CONTRACTOR TO ASSURE PROPER PLANTING AREA EDGE CONDITIONS AT HARDSCAPE. PROPER BED TAPER WILL BE REQUIRED. ABRUPT BED DROPOFFS AT PAVING WILL NOT BE ALLOWED.

NOTE:
ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM

CONTRACTOR TO SOD ALL DISTURBED AREAS

LANDSCAPE LEGEND



STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQ.FT.)	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	34,422 SF	6,889 SF	16,693 SF
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQ.FT.)	REQUIRED	PROVIDED
10,000-110,000 SF + 10 FOR FIRST 10,000 SF PLUS 1 PER 2,500 SF	34,422 SF	20	20
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS			
STREET BUFFER TREES			
STANDARD	REQUIRED BUFFER WIDTH	REQUIRED	PROVIDED
1 PER 25 LF (SCENIC)	FM 1171 = 209 LF	9	10
PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 TREE PER 10 PARKING SPACES	72	8	21
ALL PARKING SPACES ARE LOCATED WITHIN 50 FT OF A TREE			

NOTE:
CONTRACTOR SHALL VERIFY WATER RESTRICTIONS WITH THE TOWN AT TIME OF PLANTING. SHOULD WATER RESTRICTIONS NOT ALLOW FOR HYDROMULCH, HYDROSEEDING, OR SPRIGGING (STAGE 3 AND STAGE 4 WATER RESTRICTIONS), AN APPROVED ALTERNATIVE FOR GRASSING SHALL BE INSTALLED.

NO.	REVISIONS DURING CONSTRUCTION	BY	DATE	NO.	REVISIONS DURING PLAN REVIEW	BY	DATE

DESIGNED BY: AP/RG
DRAWN BY: AP
CHECKED BY: RG

NOV 15, 2018

JB PARTNERS

2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

PROJECT NO. DRA 002
SHEET NO. LP-1

CONCEPT LANDSCAPE PLAN
LOT 3, BLOCK A
CROSS TIMBERS ADDITION
Flower Mound, Denton County, Texas

EXHIBIT "C" - CONCEPT ELEVATIONS

Plotted by: Jule 11/15/2018 9:42 PM X:\2018\18060 Cross Timbers & Bruden Grand Power House\Design\Site Planning\2018-1115 SP2-11.dwg

MATERIALS AND COLORS

FIELD STONE	TUSCANY BY ROBINSON
ACCENT STONE	BRICK THIN STONE
CAST STONE	SAVANNAH STONE
STUCCO & EPS	"LIMESTONE" SMOOTH FACE
ALL METALS -	SANDS OF TIME BY SHERWIN
STOREFRONTS,	WILLIAMS - SWISS
DOORS, AWNINGS,	DARK BRONZE - TO MATCH
CANOPIES, PARAPET	ADJACENT BUILDINGS
CAPS, AND STANDING	
SEAM ROOFING	

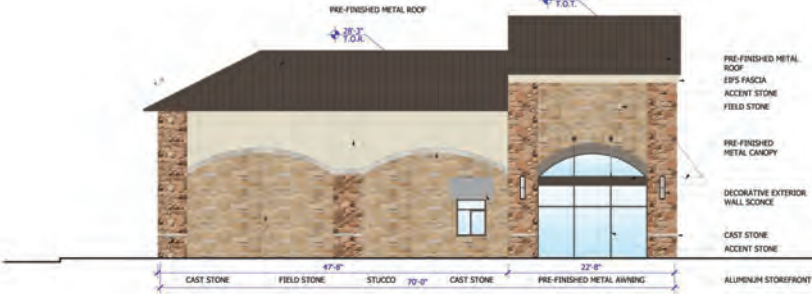
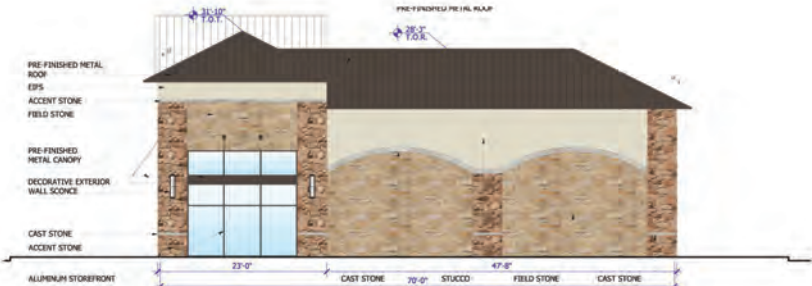
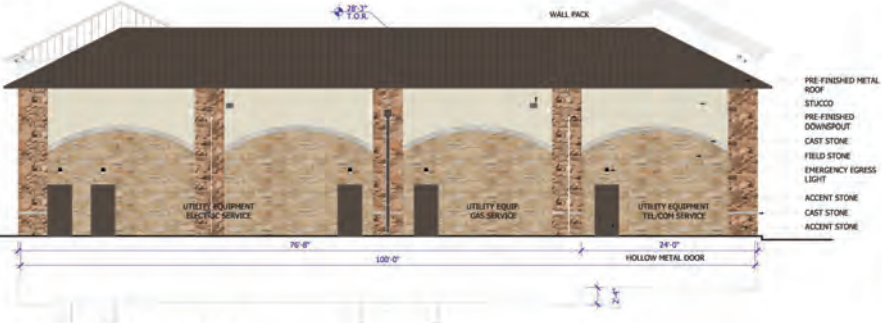
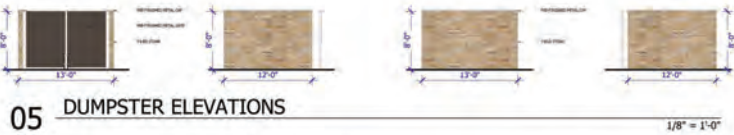
MATERIAL TABULATION CHART		NORTH				SOUTH				EAST				WEST			
TOTAL FACADE S.F.	2,903 SF	2,749 SF				2,062 SF				2,062 SF				1,961 SF			
FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	1,961 SF	2,632 SF				1,858 SF				1,749 SF				1,749 SF			
DOORS AND WINDOWS S.F.	922 SF	117 SF				204 SF				202 SF				202 SF			
PRIMARY MASONRY TOTALS (MIN. 80%)																	
-BRICK S.F.	28 SF	1 %				0 SF				1 %				0 SF			
-STONE S.F.	1,436 SF	72 %				2,154 SF				83 %				1,428 SF			
-STUCCO S.F.	407 SF	21 %				478 SF				15 %				267 SF			
SECONDARY MASONRY TOTALS (MAX. 20%)																	
-EPS S.F.	110 SF	6 %				0 SF				1 %				54 SF			

ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.



MICHAEL F. TWICHELL, L.P.
ARCHITECTS - PLANNING
INTERIORS

3624 OAK LAWN AVENUE, SUITE 320
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OFFICE: 214-521-3666



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TIMBERS, LP

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972-980-9686 x103

CROSS
TIMBERS
ADDITION

LOT 3, BLOCK A - 1.6341 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT
ELEVATIONS

SCALE: 1/8" = 1'-0"

REV	DATE	DESCRIPTION

PROJECT NO: 18060
SHEET





TOWN COUNCIL AGENDA ITEM NO. 23

REGULAR ITEM

DATE: December 17, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Consider a request for a Site Plan (SP18-0017 - Cross Timbers Addition, Lot 3) to develop one non-residential building. The property is generally located south of Cross Timbers Road and west of Bruton Orand Boulevard** *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 10, 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 as presented in the agenda caption.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 9

DATE: December 10, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Consider a request for a Site Plan (SP18-0017 - Cross Timbers Addition, Lot 3) to develop one non-residential building. The property is generally located south of Cross Timbers Road and west of Bruton Orand Blvd.**

I. ITEM SUMMARY

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

The project has a companion application, Specific Use Permit (SUP18-0018), for consideration on the same agenda. Approval of this site plan request is contingent upon approval of the Specific Use Permit for a drive thru restaurant.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop a 7,000 square-foot retail building on Lot 3, Block A, of the Cross Timbers Addition subdivision. The subject site is approximately 1.63 acres and currently vacant. The property is zoned Planned Development District-103 (PD-103) with Retail District-2 (R-2) uses.

Primary access to the site will be from Cross Timbers Road through mutual access easements dedicated with the recorded plat for Cross Timbers Addition. The proposed development consists of retail and restaurant uses. Both required and provided parking for this development is 72 spaces.

PD-103 requires approval of a Specific Use Permit (SUP) for a fast food restaurant (a restaurant with drive thru facility) and limits this use to just two lots within PD-103, Lot 3 (west of Bruton Orand Boulevard) and Lot 8 (east of Bruton Orand Boulevard) of Cross Timbers Addition. Lot 8 has been developed with a banking facility. The site plan for Lot 3 includes proposal for a future drive thru restaurant at the east end of the building, thus requiring approval of an SUP prior to consideration of this site plan.

The landscape plan depicts required number of buffer trees along Cross Timbers Road, parking lot trees and street yard trees. The proposed development complies with the Town's landscape requirements and PD-103 requirements. The landscape plan depicts required number of buffer trees along Cross Timbers Road, parking lot

trees and street yard trees. The proposed development complies with the Town's landscape requirements and PD-103 requirements. The proposed site plan and elevations are consistent with the development guidelines in PD-103. The proposed elevation complements the buildings within the Cross Timbers Addition development and complies with the design standards in the Town's Urban Design Plan.

III. ATTACHMENTS

A. Background Information

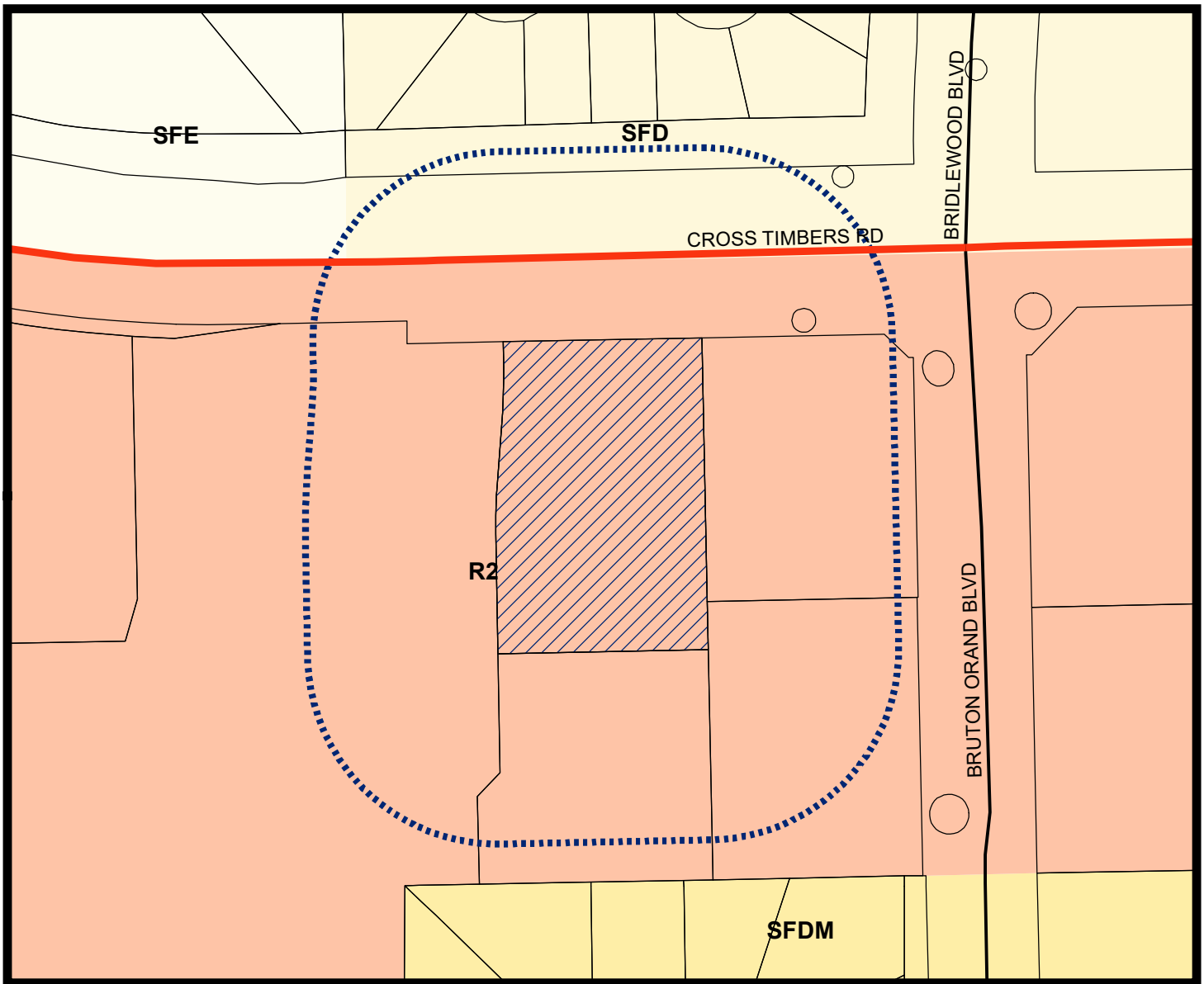
1. Vicinity Map
2. Letter of Intent

B. Application Details

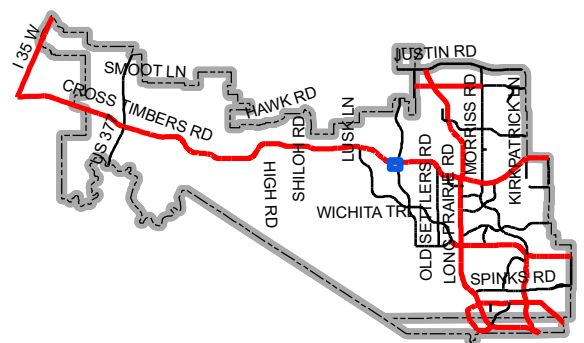
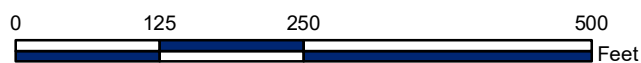
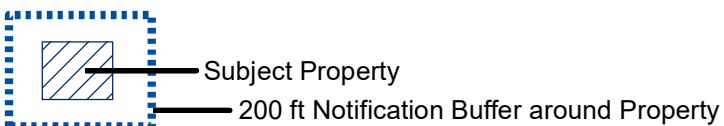
1. Site Plan Package

Vicinity Map

Reference Project: SUP18-0018 & SP18-0017



LEGEND



Map Location



August 27, 2018

Planning Department
Town of Flower Mound
1001 Cross Timbers Rd.
Flower Mound, TX 75028

**RE: Letter of Intent for Block A, Lot 3
Cross Timbers Addition, Lot 3
JBI Project No. DRA002B**

To Whom It May Concern:

On behalf of SWC Cross Timbers, LP, the owner, please accept this Letter of Intent as part of the Site Plan Submittal Process for the referenced Block and Lot parcel. The Site will be developed in accordance with R-2 zoning in the current PD-103 (Ordinance 27-07, 19-12, & 52-12). The following further describes the tract:

- **Acreage:** 1.6341 acres (71,182 Square Feet)
- **Project Location:** Block A, Lot 3 is located within Cross Timbers Village located at the southwest corner of the Cross Timbers Road and Bruton Orand Blvd. intersection.
- **Proposed Uses:** Retail/Restaurant Building
- **Square Footage of Proposed Multi-Tenant Retail Building:** 7,000 Square Feet
- **Development Phasing:** No phasing - the Retail/Restaurant will be developed subsequent to the completion and City acceptance.
- **Special Considerations:** None

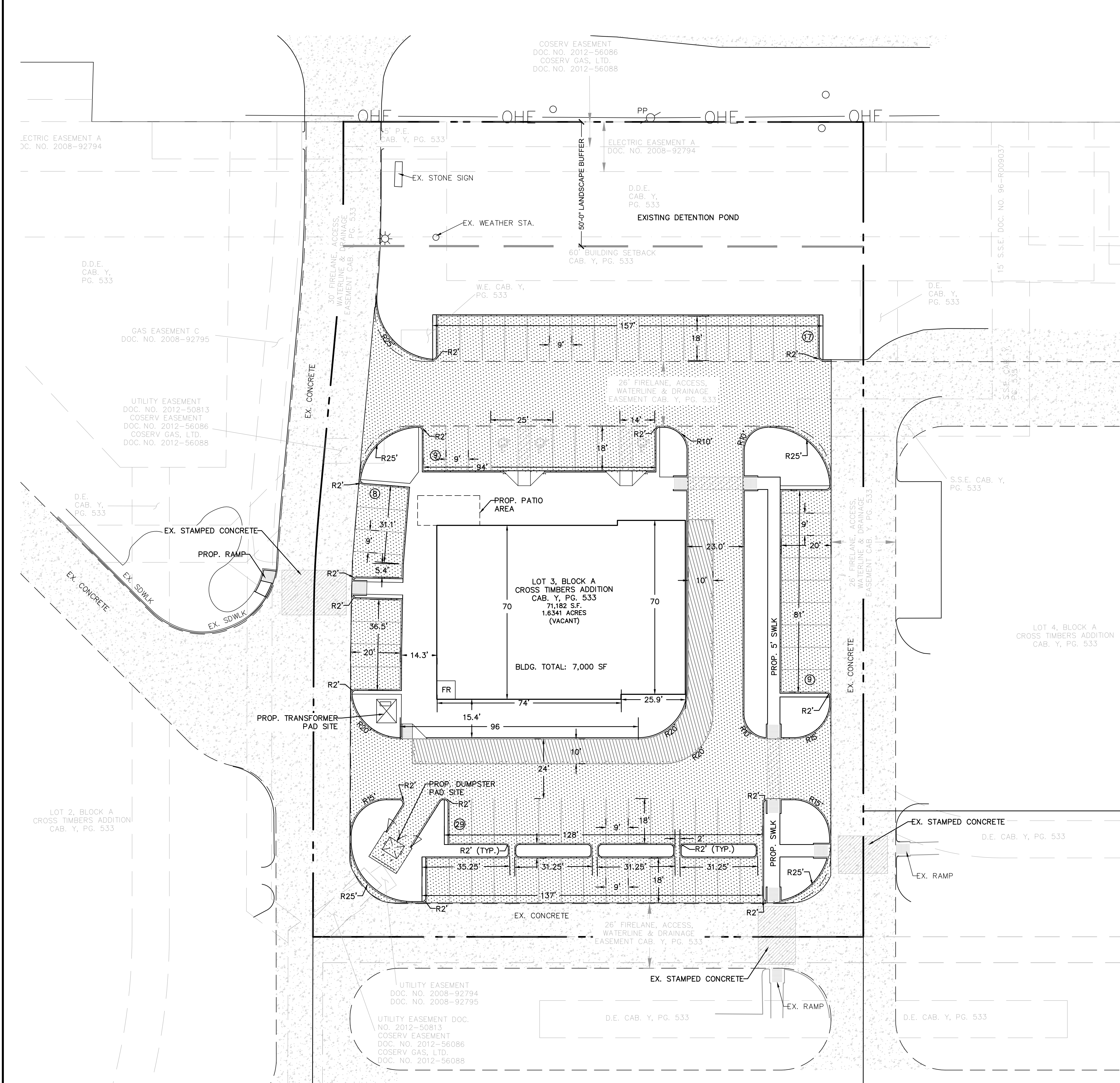
We respectfully request the review of the attached Site Plan Package. Please call me at 972-738-7285 if you have any questions.

Sincerely,

JBI PARTNERS, INC.

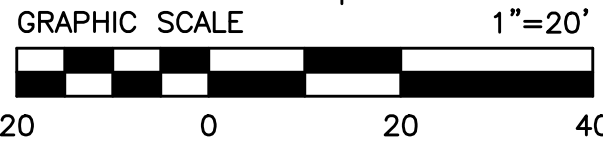
A handwritten signature in blue ink, appearing to read "JKlement", with a long, sweeping horizontal line extending to the right.

Jeff Klement, PE
Project Engineer



GENERAL NOTES

1. ALL CURVE RADIUS DIMENSIONS SHOWN ARE FOR FACE OF CURB.
2. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS.
3. ALL SIDEWALKS AND HANDICAP CURB RAMPS SHALL COMPLY WITH ALL STATE AND FEDERAL ACCESS REGULATIONS.
4. MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH TOWN STANDARDS.
5. FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48121C0540G, DATED APRIL 18, 2011 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE MAP, THIS PROPERTY IS WITHIN UNSHADED ZONE "X". (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
6. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
7. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
8. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
9. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
10. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
12. ADA CIRCULATION AT THE BUILDING SHOULD NOT BE INTERRUPTED BY OUTDOOR SEATING.



LEGEND

- Proposed Concrete Pavement
- Existing Concrete Pavement
- Proposed Stamped Concrete
- Existing Stamped Concrete

Site Data Table		
Physical Address	LOT 3	
Gross Site Area	1.6341 ac./ 71,182 sf.	
Net Site Area		
Zoning	PD-103	
Current Use	RETAIL/RESTAURANT	
Lot Coverage Data		
Building Coverage	9.8%/ 7,000 sf.	
Impervious Area	62%/ 44,103 sf.	
Pervious Area	28.2% /22,079 sf	
Parking Summary		
Retail (2,725 sf) at 1 per 250 sf	Required	Provided
	11	11
Restaurant (4,275 sf) at 1 per 75 sf	57	57
Patio (300 sf) at 1 per 75 sf	4	4
Total Parking	72	72
Building Data		
Building	1 STORY	
Peak height	35'-0"	
Mean Height	23'-0"	
Building Area Square Footage	7,000 sf	
Patio Area Square Footage	300 sf	
Total Square Footage	7,300 sf	

MASTER PLAN FEATURES	
LAND USE PLAN	RETAIL/RESTAURANT
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	THE TRAILS MAP INDICATES AN EXISTING MULTI-PURPOSE TRAIL ALONG BRUTON ORAND BLVD. ADJACENT TO THE NORTH AND SOUTH BOUNDARIES OF THE SITE AND A PROPOSED MULTI-PURPOSE TRAIL ALONG BRUTON-ORAND BLVD. CONNECTING THE EXISTING MULTI-PURPOSE TRAIL.
OPEN SPACE PLAN	NO PORTION OF THE SITE IS INDICATED AS OPEN SPACE ON THE MASTER PLAN
THOROUGHFARE PLAN	FM 1711 - MAJOR ARTERIAL (EXISTING) BRUTON ORAND BLVD. - URBAN MINOR ARTERIALS (EXISTING)
WATER PLAN	FM 1171 - 20-INCH WATER LINE (EXISTING) BRUTON ORAND BLVD. - 16-INCH WATER LINE (EXISTING)
WASTEWATER PLAN	BRUTON ORAND BLVD. - 8-INCH SEWER LINE (EXISTING)

SITE PLAN

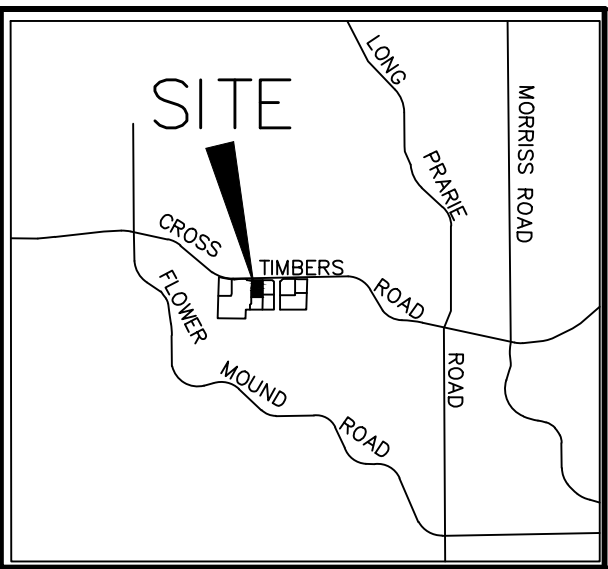
CROSS TIMBERS ADDITION
LOT 3, BLOCK A

1.6341 ACRES
PERRY MALONE SURVEY-ABSTRACT 836
JOHN W. MALONE SURVEY-ABSTRACT 857
M.E.P. & P.R.R. CO. SURVEY-ABSTRACT 935
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SWC CROSS TIMBERS LP OWNER
7500 San Jacinto Place (972)980-9686
Plano, Texas 75024

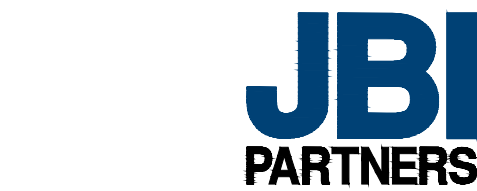
DUGGAN REALTY ADVISORS, LLC DEVELOPER
7500 San Jacinto Place (972)980-9686
Plano, Texas 75024

JB PARTNERS, INC. ENGINEER/SURVEYOR
16301 Quorum Drive, Suite 200B (972)248-7676
Addison, Texas 75001
Contact: Jeff Klement, P.E.



VICINITY MAP
N.T.S.

SUBMITTED: NOVEMBER 14, 2018



Texas Registered Engineering Firm F-438

MATERIALS AND COLORS

FIELD STONE	TUSCANY BY ROBINSON BRICK THIN STONE
ACCENT STONE	KENSINGTON BY ROBINSON BRICK THIN STONE
CAST STONE	SAVANNA STONE
STUCCO & EIFS	"LIMESTONE" SMOOTH FACE SANDS OF TIME BY SHERWIN WILLIAMS - SW6101
ALL METALS - STOREFRONTS, DOORS, AWNINGS, CANOPIES, PARAPET CAPS, AND STANDING SEAM ROOFING	DARK BRONZE - TO MATCH ADJACENT BUILDINGS

MATERIAL TABULATION CHART

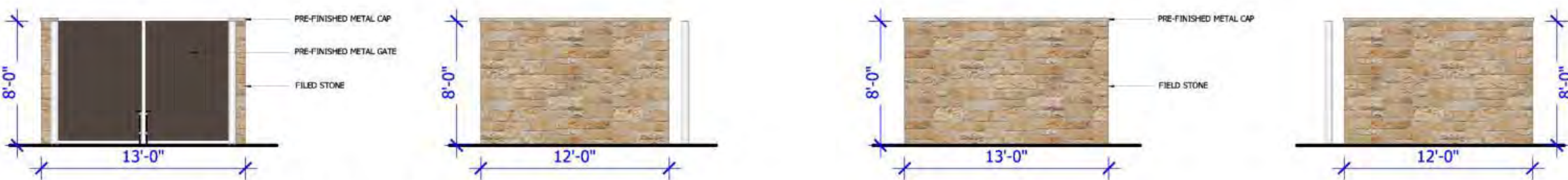
	NORTH		SOUTH		EAST		WEST	
TOTAL FACADE S.F.	2,903 SF		2,749 SF		2,062 SF		1,951 SF	
FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	1,981 SF		2,632 SF		1,858 SF		1,749 SF	
DOORS AND WINDOWS S.F.	922 SF		117 SF		204 SF		202 SF	
PRIMARY MASONRY TOTALS (MIN. 80%)								
-BRICK S.F.	28 SF	1 %	0 SF	0 %	21 SF	1 %	0 SF	0 %
-STONE S.F.	1,436 SF	72 %	2,154 SF	82 %	1,546 SF	83 %	1,428 SF	82 %
-STUCCO S.F.	407 SF	21 %	478 SF	18 %	267 SF	15 %	267 SF	15 %
SECONDARY MASONRY TOTALS (MAX. 20%)								
-EIFS S.F.	110 SF	6 %	0 SF	0 %	24 SF	1 %	54 SF	3 %

ANY EXTERNAL ELECTRICAL PANELS WILL
BE PAINTED/TEXTURED TO MATCH THE
MATERIAL AND COLOR OF THE BUILDING.



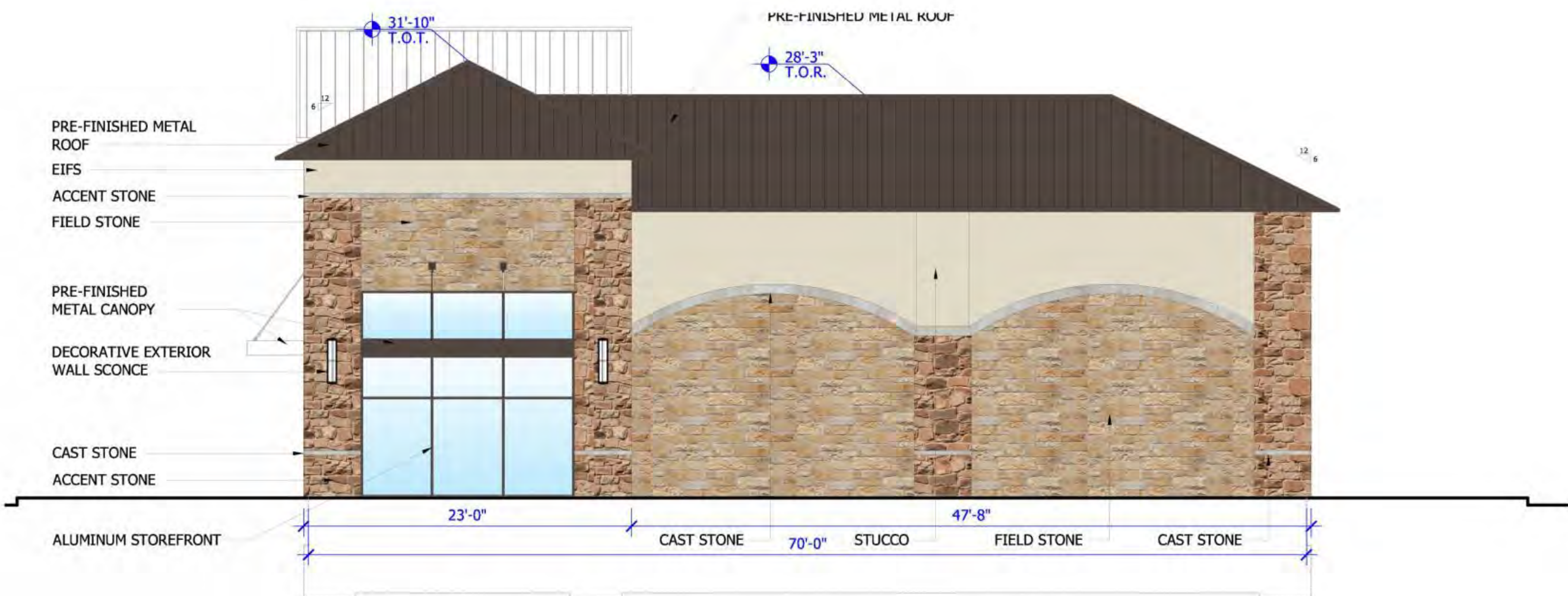
MICHAEL F. TWICHELL, L.P.
ARCHITECTS • PLANNING
INTERIORS

3624 OAK LAWN AVENUE, SUITE 320
DALLAS, TEXAS 75219
OFFICE: 214-521-3066



05 DUMPSTER ELEVATIONS

1/8" = 1'-0"



04 WEST ELEVATION

1/8" = 1'-0"



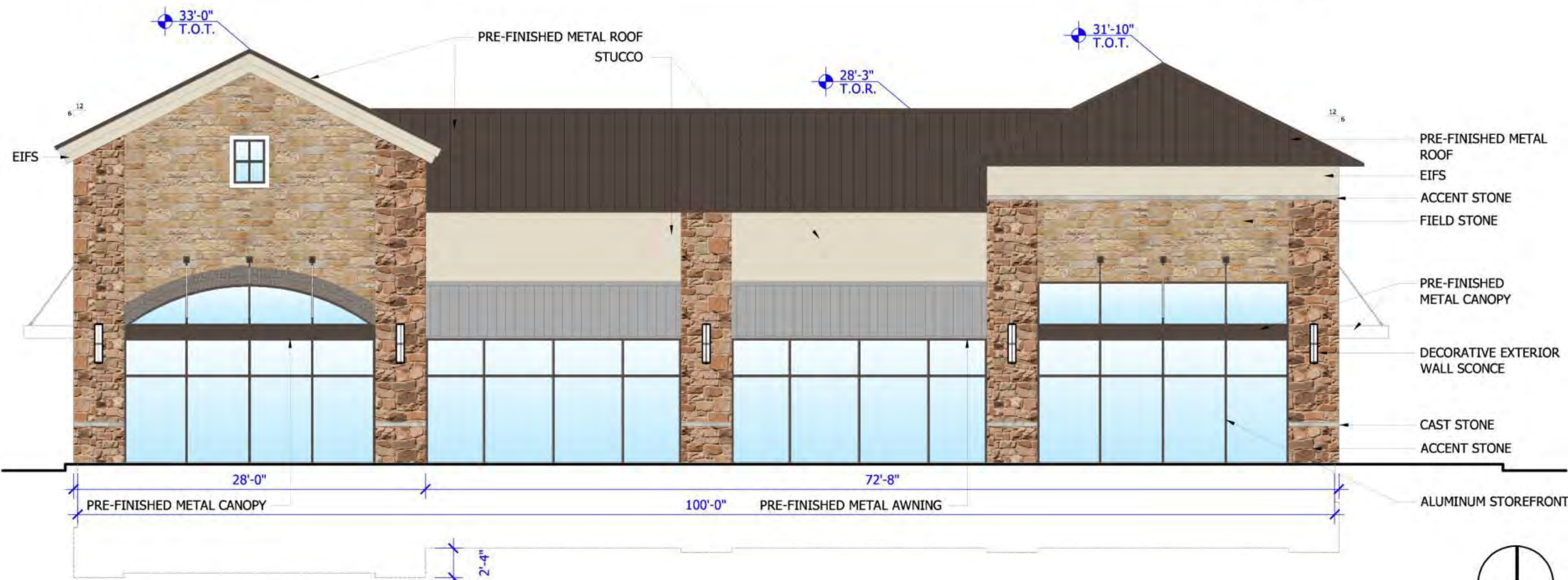
03 SOUTH ELEVATION

1/8" = 1'-0"



02 EAST ELEVATION

1/8" = 1'-0"



01 NORTH ELEVATION

1/8" = 1'-0"



SWC CROSS
TIMBERS, LP

7500 SAN JACINTO PLACE
PLANO, TEXAS 75024
972-980-9686 x103

CROSS
TIMBERS
ADDITION

LOT 3, BLOCK A - 1.6341 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ELEVATIONS

SCALE: 1/8" = 1'-0"

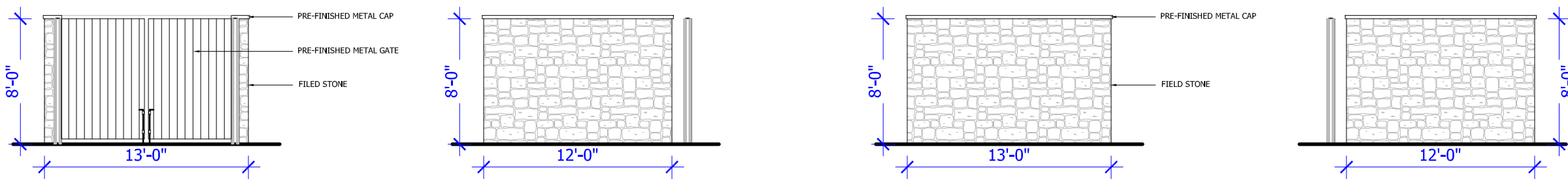
REV	DATE	DESCRIPTION

PROJECT NO: 18060
SHEET

MATERIALS AND COLORS	
FIELD STONE	TUSCANY BY ROBINSON BRICK THIN STONE
ACCENT STONE	KENSINGTON BY ROBINSON BRICK THIN STONE
CAST STONE	SAVANNA STONE "LIMESTONE" SMOOTH FACE
STUCCO & EIFS	SANDS OF TIME BY SHERWIN WILLIAMS - SW6101
ALL METALS - STOREFRONTS, DOORS, AWNINGS, CANOPIES, PARAPET CAPS, AND STANDING SEAM ROOFING	DARK BRONZE - TO MATCH ADJACENT BUILDINGS

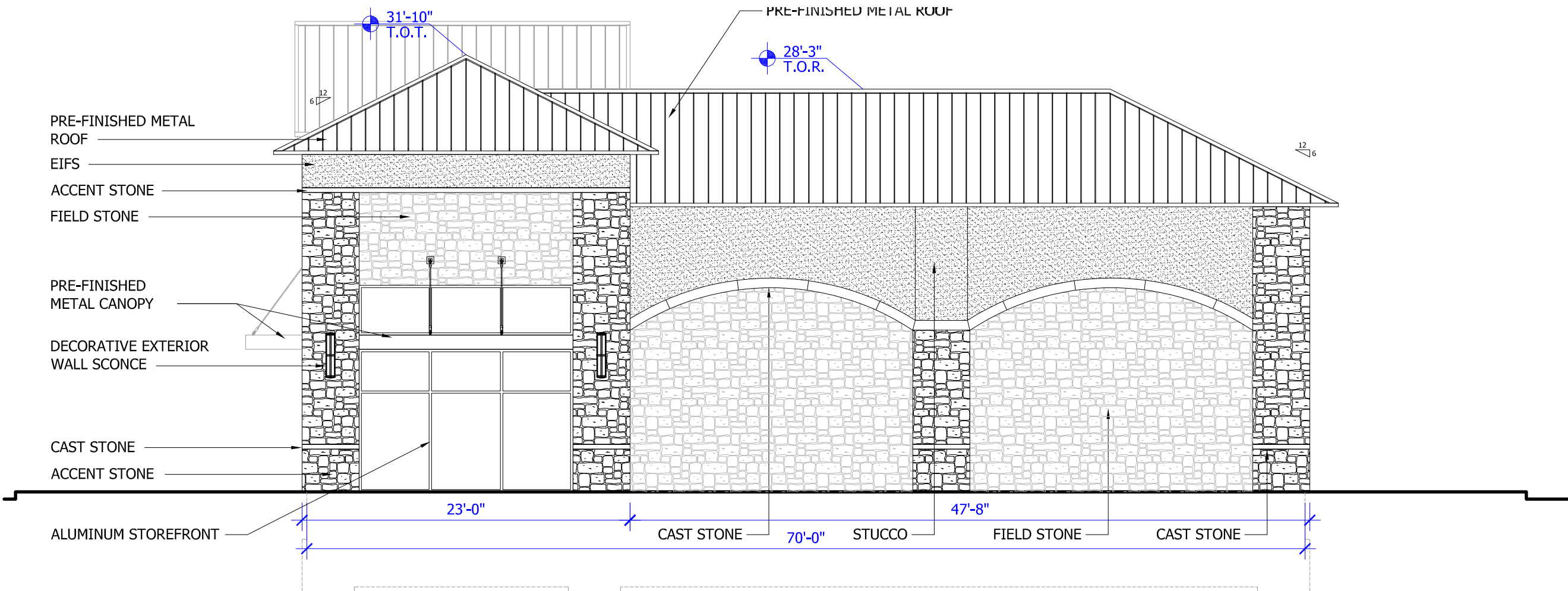
MATERIAL TABULATION CHART								
	NORTH		SOUTH		EAST		WEST	
TOTAL FACADE S.F.	2,903 SF		2,749 SF		2,062 SF		1,951 SF	
FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	1,981 SF		2,632 SF		1,858 SF		1,749 SF	
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SECONDARY MASONRY TOTALS (MAX. 20%)								
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ANY EXTERNAL ELECTRICAL PANELS WILL
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MATERIAL AND COLOR OF THE BUILDING.



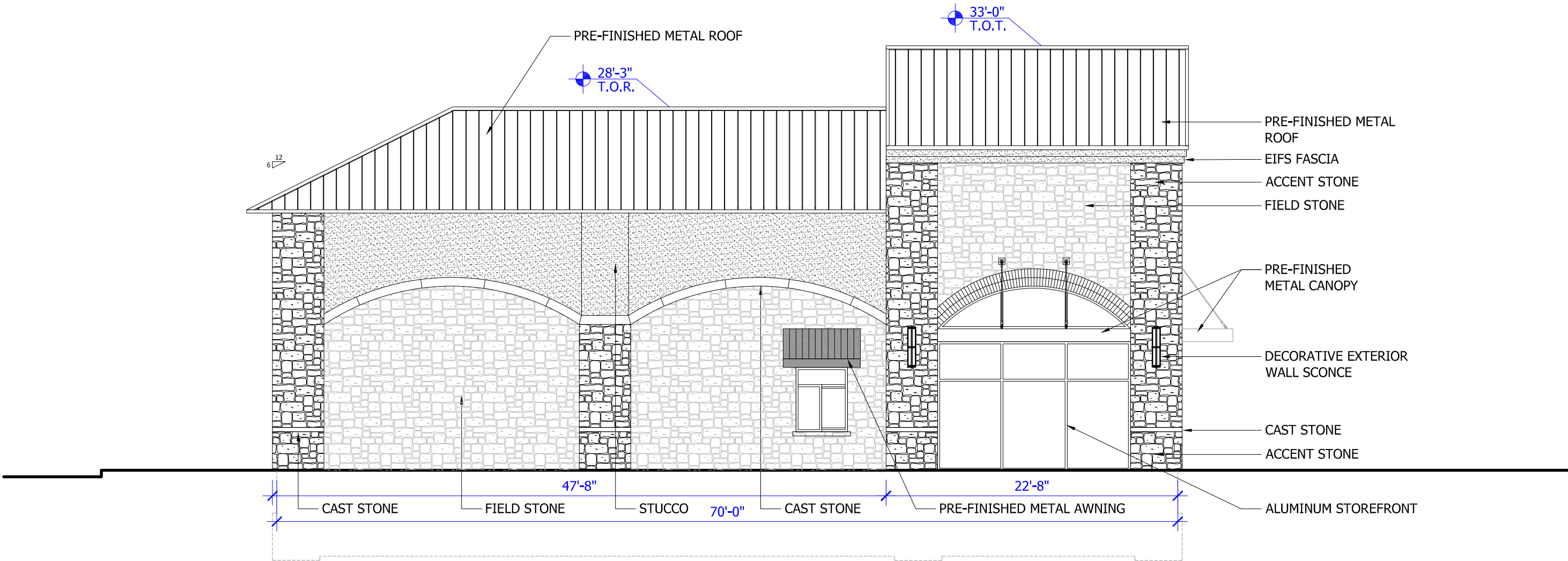
05 DUMPSTER ELEVATIONS

1/8" = 1'-0"



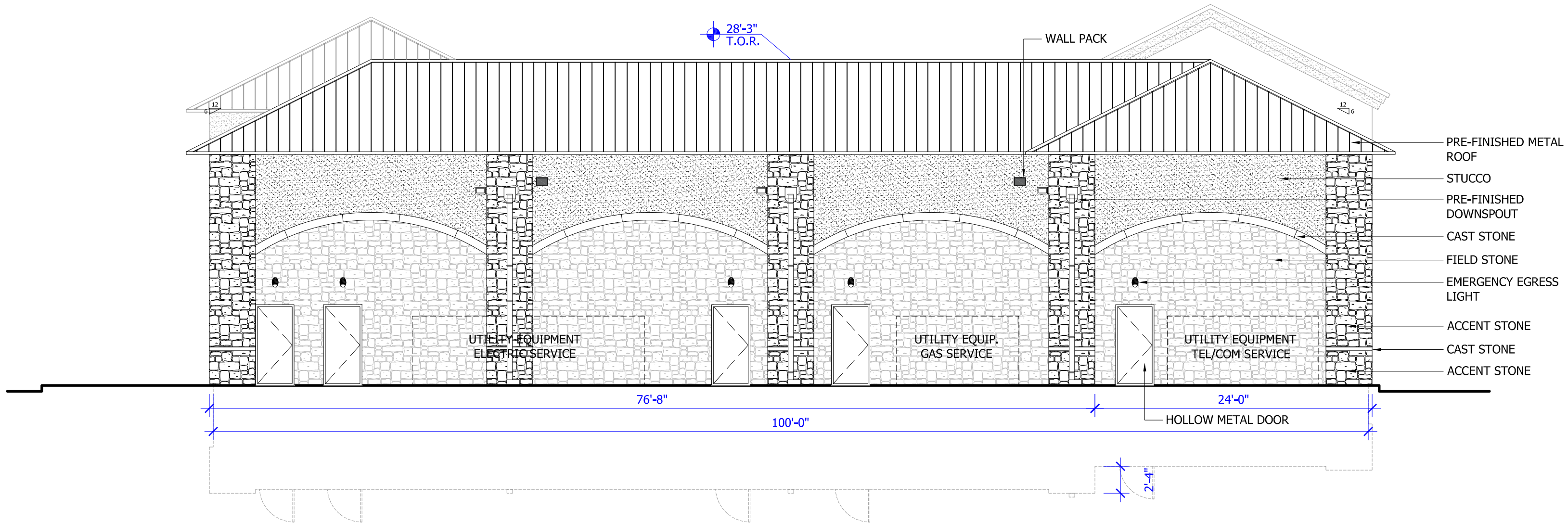
04 WEST ELEVATION

1/8" = 1'-0"



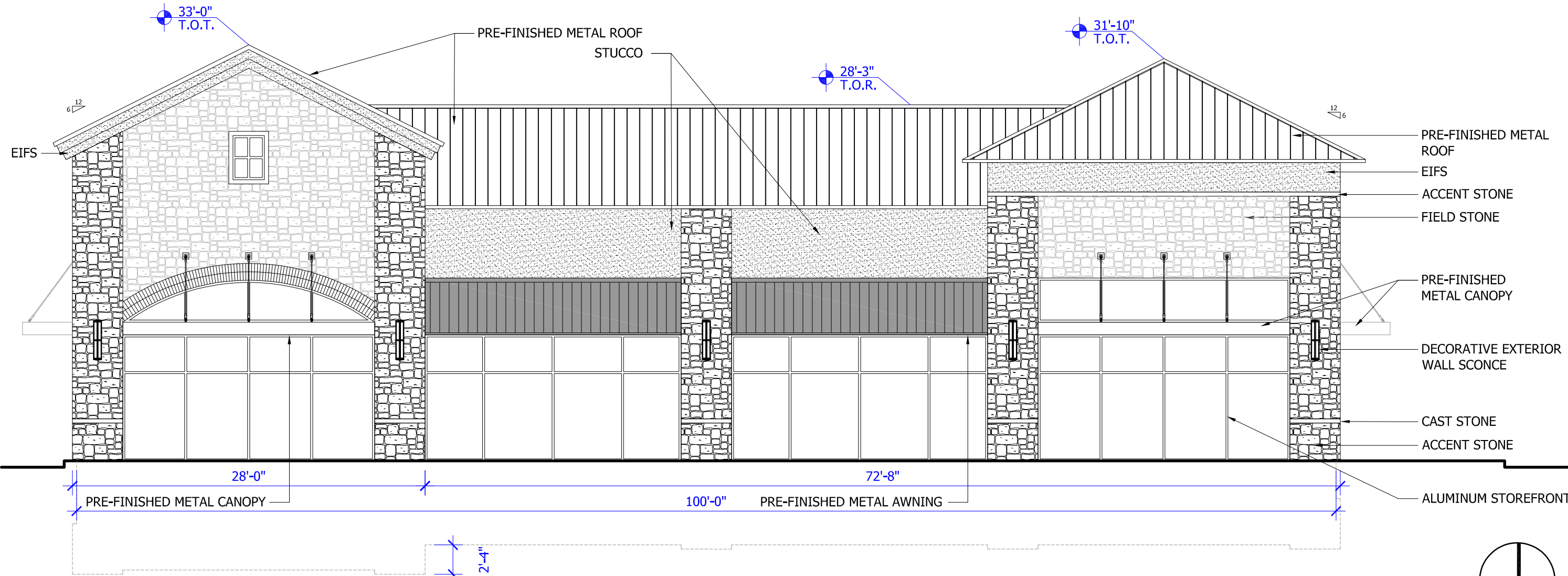
02 EAST ELEVATION

1/8" = 1'-0"



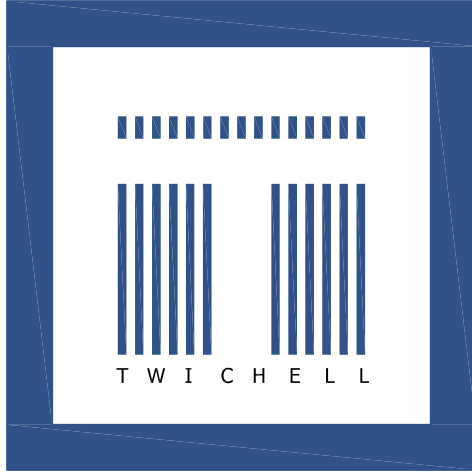
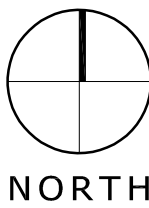
03 SOUTH ELEVATION

1/8" = 1'-0"



01 NORTH ELEVATION

1/8" = 1'-0"



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TIMBERS, LP

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CROSS
TIMBERS
ADDITION

LOT 3, BLOCK A - 1.6341 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

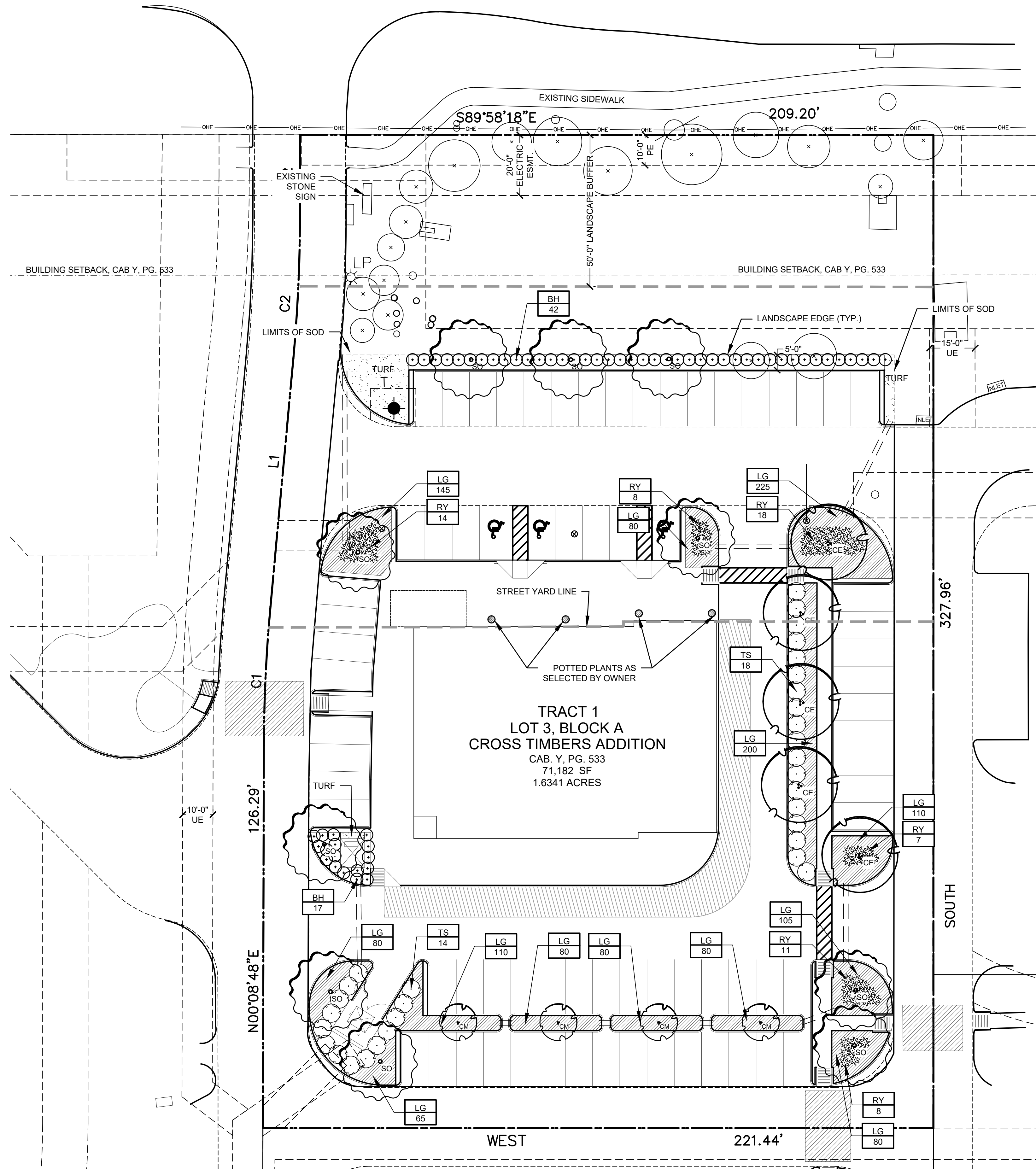
ELEVATIONS

SCALE: 1/8" = 1'-0"

REV	DATE	DESCRIPTION

PROJECT NO: 18060
SHEET

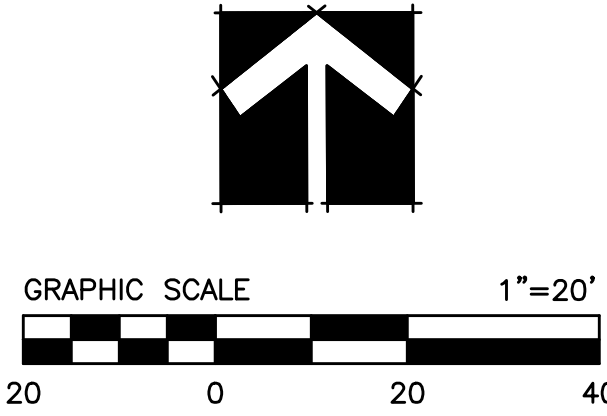
CROSS TIMBERS ROAD - FM 1171



CAUTION!!!
EXISTING UNDERGROUND POWER, GAS, CABLE, & TELEPHONE IN PROJECT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND LOCATING EXISTING UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL EXISTING UTILITIES AND STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS.

DIG TESS: 1-800-344-8377

CALL CITY FOR WATER AND SEWER LINES.



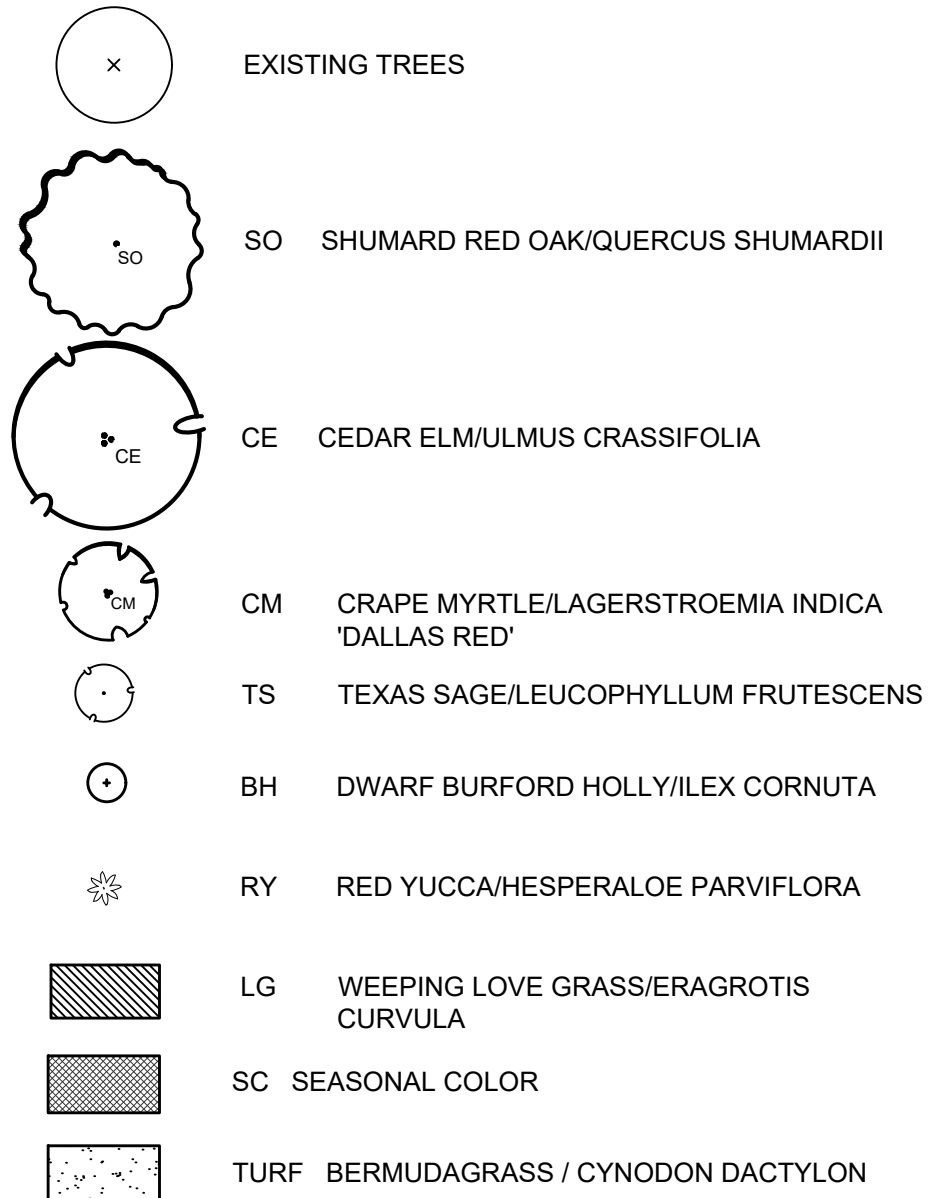
GENERAL LANDSCAPE NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPE AND STRUCTURES WHETHER OR NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL UNDERGROUND UTILITIES AND WILL BE RESPONSIBLE FOR COSTS INCURRED DUE TO DAMAGE OR REPLACEMENT OF SAID UTILITIES OR STRUCTURES CAUSED BY HIS FORCES. REF. CIVIL PLANS FOR PROPOSED UTILITY LINE LOCATIONS.
- DO NOT WILLFULLY PROCEED WITH CONSTRUCTION, AS DESIGNED, WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS OR CONFLICTS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- ALL TREES AND PLANTING BEDS ARE TO BE LAID OUT IN THE FIELD BY THE LANDSCAPE CONTRACTOR FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION OR PREPARATION OF PLANTING AREAS. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR FAILURE TO OBTAIN OWNER'S REVIEW OF THE LAYOUT INCLUDING MODIFICATIONS REQUIRED.
- THE LANDSCAPE CONTRACTOR SHALL RECEIVE THE SITE AT (+/-) 0.1' OF FINISH GRADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING OR ADDING TOPSOIL AS NEEDED FOR THE INCLUSION OF THE SOIL AMENDMENTS.
- PLANTING AREA PREPARATION TO INCLUDE A MINIMUM OF 3" OF APPROVED ORGANIC MATTER TILLED INTO THE TOP 8" OF PLANTING AREA SOIL UNLESS OTHERWISE SPECIFIED. REMOVE ALL ROCKS, CLODS AND DEBRIS. LEAVE PLANTING AREAS SMOOTH AND ASSURE POSITIVE DRAINAGE AWAY FROM BUILDING.
- ALL LAWN AND LANDSCAPE AREAS ARE TO BE SEPARATED BY RYERSON STEEL EDGING.
- ALL PLANTING BEDS AND TREE PITS ARE TO RECEIVE A MINIMUM OF 2" OF SHREDDED HARDWOOD MULCH. SAVE THIS OPERATION UNTIL NEAR FINAL INSPECTION.
- ALL SHRUBS ARE TO BE LOCATED A MINIMUM OF 3' FROM STEEL EDGING, CURBS, WALKS, TREES, AND BUILDINGS.
- TREES TO BE PLANTED IN PARKING LOT ISLANDS LESS THAN TEN FEET (10') WIDE SHALL INSTALL A ROOT BARRIER PANELS. ROOT BARRIERS ARE ONLY TO BE INSTALLED LINEAR ALONG THE HARDSCAPE AND NOT TO SURROUND THE TREES.
- ALL TURF AREAS SHALL HAVE THE TOP 2" OF SOIL MECHANICALLY TILLED. RAKE ALL AREAS REMOVING DEBRIS, CLODS AND ROCKS 1" DIA. AND GREATER. RENDER SOIL LOOSE AND FINELY GRADED. ELIMINATE ALL DEPRESSIONS AND RIDGES AND PROVIDE A SMOOTH, AND EVEN FINISH GRADE.
- ALL TURF AREAS ARE TO BE HYDROMULCHED WITH COMMON BERMUDA (IF WATER RESTRICTIONS ALLOW) OR APPROVED SEASONAL GRASS ALONG WITH 15:5:10 FERTILIZER OR AS SPECIFIED.
- SHALL WATER RESTRICTIONS NOT ALLOW FOR HYDROMULCH CONTRACTOR SHALL NOTIFY OWNER/REPRESENTATIVES TO COORDINATE ALTERNATIVES PRIOR TO THE ORDERING OF ANY MATERIAL. FAILURE TO DO SO MAY RESULT IN REWORK AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS AND SHALL COORDINATE INSTALLATION OF THE LANDSCAPING WITH INSTALLATION OF THE IRRIGATION SYSTEM.
- THE SITE SHALL BE IRRIGATED BY AN AUTOMATIC IRRIGATION SPRINKLER SYSTEM AND SHALL HAVE RAIN AND FREEZE SENSORS.
- ALL PLANTING AREAS SHALL BE MAINTAINED WEED FREE UNTIL FINAL ACCEPTANCE.
- ALL WORK SHALL BE GUARANTEED AGAINST ALL DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF 1-YEAR FROM THE DATE OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LOSS AS THE RESULT OF NEGLIGENT MAINTENANCE, FIRE, FREEZE, FLOOD, THEFT, VANDALISM, DISEASE, OR INSECTS UNLESS THE CONTRACTOR HAS BEEN CONTRACTED TO PERFORM MAINTENANCE OPERATIONS ON THE PROJECT.
- THE CONTRACTOR SHALL ADJUST FINAL PLANT MATERIAL LOCATIONS AS NEEDED TO ACCOMMODATE LIGHT FIXTURES, UNDERGROUND SERVICE LINES, AND OTHER UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR THE REMOVING OF TOPSOIL AS NECESSARY TO ACCOMMODATE INCORPORATION OF SOIL AMENDMENTS INCLUDING TOPDRESSING.
- CONTRACTOR TO ASSURE PROPER PLANTING AREA EDGE CONDITIONS AT HARDSCAPE. PROPER BED TAPER WILL BE REQUIRED. ABRUPT BED DROPOFFS AT PAVING WILL NOT BE ALLOWED.

NOTE:
ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM

CONTRACTOR TO SOD ALL DISTURBED AREAS

LANDSCAPE LEGEND



STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQ. FT.)	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	34,422 SF	6,889 SF	16,693 SF
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQ. FT.)	REQUIRED	PROVIDED
10,000-110,000 SF = 10 FOR FIRST 10,000 SF PLUS 1 PER 2,500 SF	34,422 SF	20	20
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS			
STREET BUFFER TREES			
STANDARD	REQUIRED BUFFER WIDTH	REQUIRED	PROVIDED
1 PER 25 LF (SCENIC)	FM 1171 = 209 LF	9	10
PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 TREE PER 10 PARKING SPACES	72	8	21
ALL PARKING SPACES ARE LOCATED WITHIN 50 FT OF A TREE			

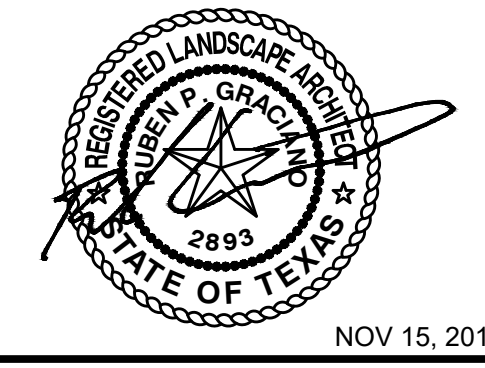
NOTE:
CONTRACTOR SHALL VERIFY WATER RESTRICTIONS WITH THE TOWN AT TIME OF PLANTING. SHOULD WATER RESTRICTIONS NOT ALLOW FOR HYDRO-MULCH, HYDRO-SEEDING, OR SPRIGGING (STAGE 3 AND STAGE 4 WATER RESTRICTIONS), AN APPROVED ALTERNATIVE FOR GRASSING SHALL BE INSTALLED.

NO.	REVISIONS DURING CONSTRUCTION	BY	DATE	NO.	REVISIONS DURING PLAN REVIEW	BY	DATE

DESIGNED BY:
AP/RG

DRAWN BY:
AP

CHECKED BY:
RG



JBI PARTNERS

2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLs No. 10076000

LANDSCAPE PLANTING PLAN		PROJECT NO.
LOT 3, BLOCK A		DRA 002
CROSS TIMBERS ADDITION		SHEET NO.
Flower Mound, Denton County, Texas		LP-1

NOTES:

1. VERIFY PLANT QUANTITIES DIRECTLY FROM THE PLANS. THE QUANTITIES SHOWN HERE ARE AN AID TO THE CONTRACTOR ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLANT QUANTITIES SHOWN ON THE PLANS.
2. ALL PLANT MATERIALS ARE TO BE HIGH QUALITY AND SHALL MEET OR EXCEED GRADES AND STANDARDS SET FORTH BY THE TEXAS ASSOCIATION OF NURSERYMEN AND "AMERICAN STANDARDS FOR NURSERY STOCK". PLANT MATERIALS SHALL BE IN ACCORDANCE WITH THE SIZE, HEIGHT, SPREAD AND CONDITION REMARKS AS SHOWN IN THE PLANT LIST.

REMOVE TOP 1/3 OF BURLAP (B&B ONLY) AND ALL WIRES STRINGS ETC FROM AROUND TRUNK.



PROJECT NO.
**DRA
002**

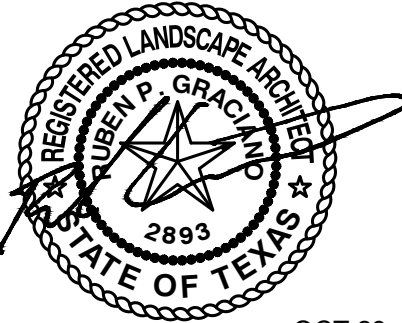
SHEET NO
LP-2

TAG #	NORTHING	EASTING	ELEVATION	SIZE	SCIENTIFIC NAME	COMMON NAME	STATUS	CONDITION OF TREES	REMOVE/ REMAIN
3895	7064568.869	2398755.379	12'-0"	6	Quercus Virginiana	Live Oak	Protected	Good	Remove
3896	7064572.924	2398736.205	15'-0"	7.5	Quercus Virginiana	Live Oak	Protected	Good	Remain
3897	7064571.45	2398715.489	12'-0"	6	Quercus Virginiana	Live Oak	Protected	Good	Remain
3901	7064581.399	2398587.106	8'-0"	4cl	Lagerstroemia Indica	Crape Myrtle		Good	Remain
3902	7064586.502	2398595.572	10'-0"	5cl	Lagerstroemia Indica	Crape Myrtle		Good	Remain
3903	7064593.463	2398587.361	11'-0"	5.5 cl	Lagerstroemia Indica	Crape Myrtle		Good	Remain
3904	7064597.948	2398594.245	10'-0"	5 cl	Lagerstroemia Indica	Crape Myrtle		Good	Remain
3905	7064608.823	2398596.541	9'-0"	4.5 cl	Lagerstroemia Indica	Crape Myrtle		Good	Remain
3906	7064617.267	2398601.471	11'-0"	5.5 cl	Lagerstroemia Indica	Crape Myrtle		Good	Remain
3907	7064628.882	2398604.872	11'-0"	5.5 cl	Lagerstroemia Indica	Crape Myrtle		Good	Remain
3908	7064635.839	2398617.464	17'-0"	8.5	Quercus Macrocarpa	Bur Oak	Protected	Good	Remain
3909	7064643.613	2398636.382	13'-0"	6.5	Quercus Macrocarpa	Bur Oak	Protected	Good	Remain
3910	7064643.805	2398651.548	16'-0"	8	Quercus Macrocarpa	Bur Oak	Protected	Good	Remain
3911	7064634.122	2398668.201	16'-0"	8	Quercus Macrocarpa	Bur Oak	Protected	Good	Remain
3913	7064639.528	2398695.859	20'-0"	10	Pistacia Chinensis	Chinese Pistachio		Good	Remain
3915	7064645.983	2398717.034	15'-0"	7.5	Pistacia Chinensis	Chinese Pistachio		Good	Remain
3916	7064642.148	2398734.525	14'-0"	7	Pistacia Chinensis	Chinese Pistachio		Good	Remain
3919	7064629.439	2398738.634	8'-0"	4	Taxodium Distichum	Bald Cypress		Good	Remain
3920	7064644.203	2398772.364	13'-0"	6.5	Pistacia Chinensis	Chinese Pistachio		Good	Remain

LEGEND

CL CLUSTER
SP SPLIT

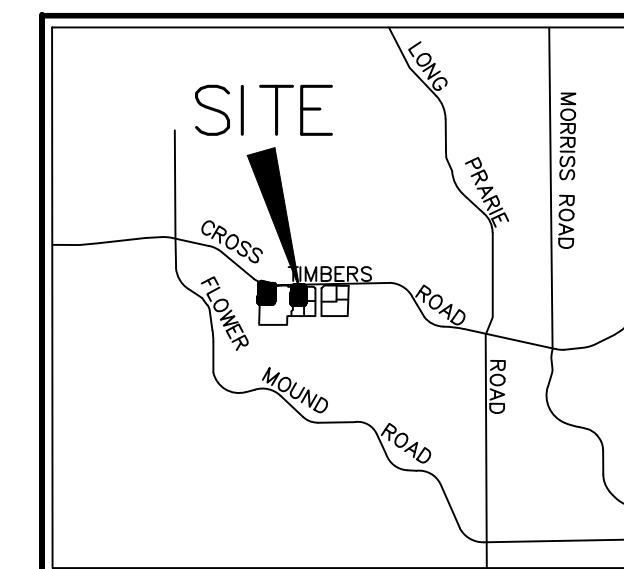
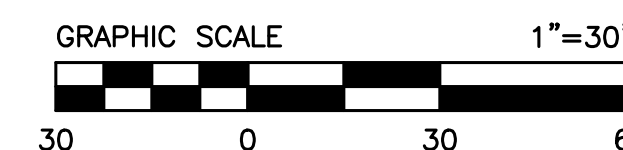
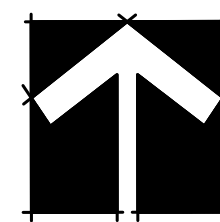
NO.	REVISION	BY	DATE



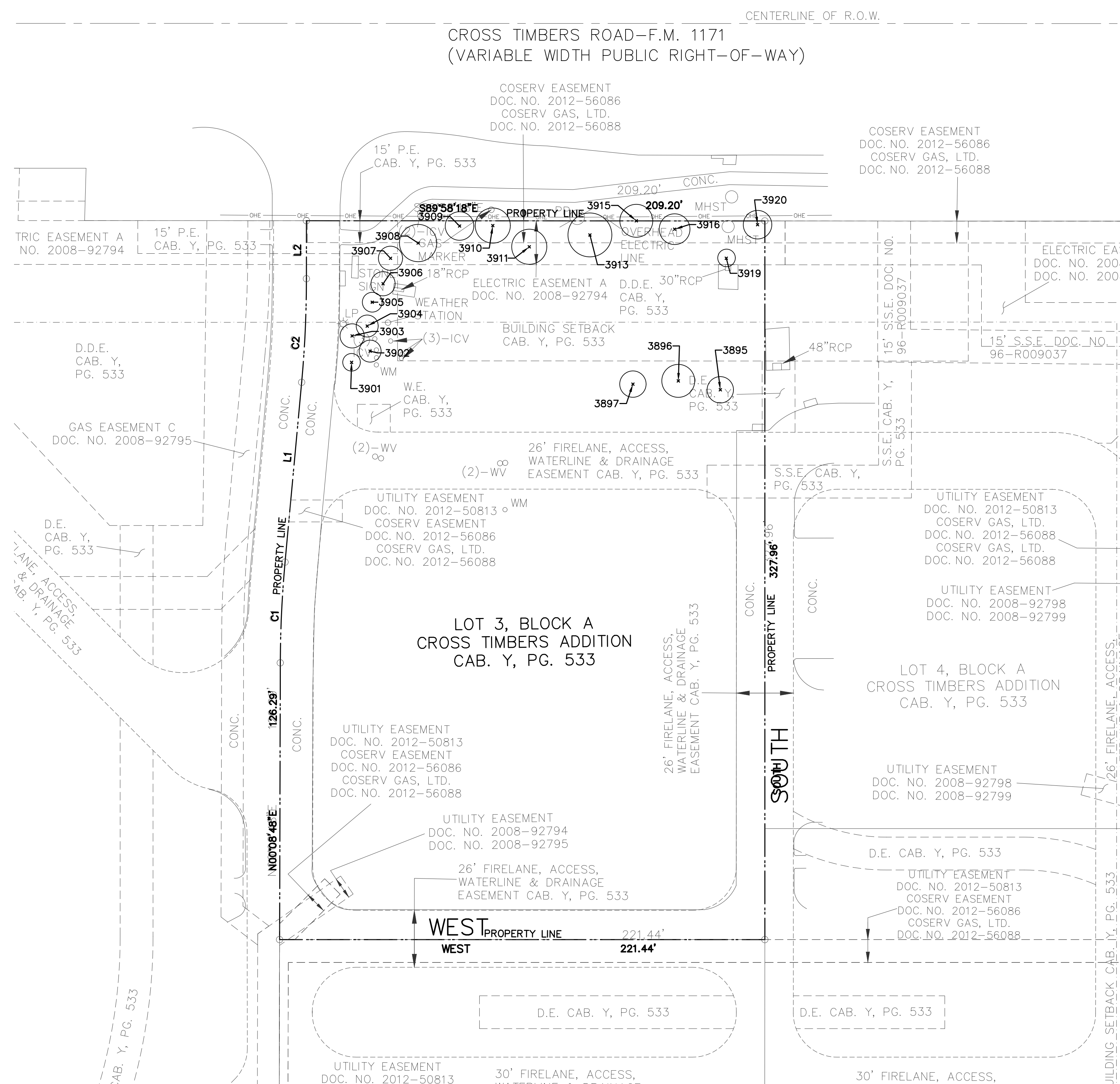
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TBPE No. F-438
TBPLS No. 10076000

TREE SURVEY	
PERRY MALONE SURVEY--ABSTRACT 836 JOHN W. MALONE SURVEY--ABSTRACT 857 M.E.P. & P.R.R. CO. SURVEY--ABSTRACT 935	
LOTS 3, BLOCK A CROSS TIMBERS ADDITION	
Flower Mound, Denton County, Texas	

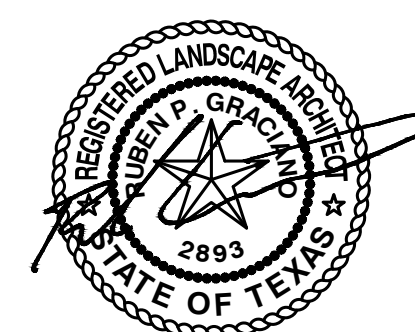
PROJECT NO.
DRA002
SHEET NO.
TS--1
DATE
OCTOBER 29, 2018



VICINITY MAP
N.T.S.



NO.	REVISION	BY	DATE



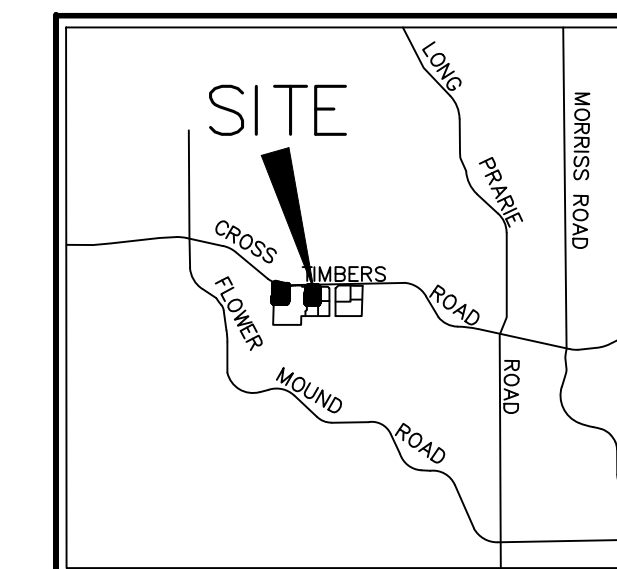
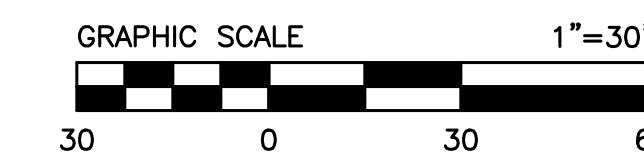
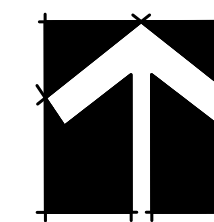
OCT 29, 2018



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

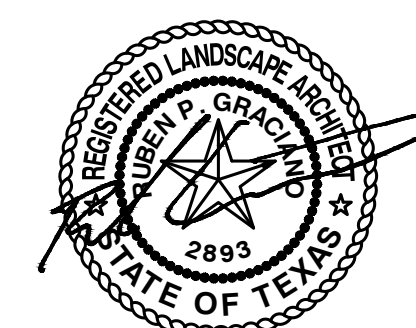
TREE SURVEY
 PERRY MALONE SURVEY-ABSTRACT 836
 JOHN W. MALONE SURVEY-ABSTRACT 857
 M.E.P. & P.R.R. CO. SURVEY-ABSTRACT 935
 LOTS 3, BLOCK A
 CROSS TIMBERS ADDITION
 Flower Mound, Denton County, Texas

PROJECT NO.	DRA002
SHEET NO.	TS-2
DATE	OCTOBER 29, 2018



VICINITY MAP
N.T.S.

NO.	REVISION	BY	DATE



OCT 29, 2018



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

TREE SURVEY	
PERRY MALONE SURVEY-ABSTRACT 836	
JOHN W. MALONE SURVEY-ABSTRACT 857	
M.E.P. & P.R.R. CO. SURVEY-ABSTRACT 935	
LOTS 3, BLOCK A	
CROSS TIMBERS ADDITION	
Flower Mound, Denton County, Texas	

PROJECT NO.	DRA002
SHEET NO.	TS-3
DATE	OCTOBER 29, 2018



TOWN COUNCIL AGENDA ITEM NO. 24

REGULAR ITEM

DATE: December 17, 2018

FROM: Chuck Russell, Town Planner

ITEM: **Consider a request for a Site Plan (SP18-0013 - Alpha Warehouse Park) to develop three office/warehouse buildings, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Justin Road and west of Meadow View. (*The Planning and Zoning Commission recommended approval by a vote of 4-3 at its November 10, 2018, meeting.*)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

During the deliberation phase of the site plan consideration, the Commissioners had the following discussion points:

- Concern about allowing such a large deviation in building materials (80%)
- Not enough creativity in the design (lack of roof pitch)
- Concern about view from future development to the west of the site
- Could set a precedent for other redevelopment in this area
- Proposal is a vast improvement over what is currently developed in this area
- Proposal is consistent with adjacent development in terms of materials and roof pitch
- Proposal is screened from Justin Road by the existing gas station/convenience store
- Proposed material is an attractive solution and looks better than many tilt wall buildings
- CMU block (split face) should be evaluated as a primary masonry product in certain areas (would require an amendment to the Urban Design standards in the Master Plan).

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: December 10, 2018

FROM: Chuck Russell, Senior Planner

ITEM: **Consider a request for a Site Plan (SP18-0013 - Alpha Warehouse Park) to develop three office/warehouse buildings, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Justin Road and west of Meadow View.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There is a waiver request to the Town's regulations which necessitates special consideration by the Commission (see Analysis below).

This project has a companion record plat application (RC18-0009) for consideration on the same agenda.

Due to the waiver request, this application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop three 3,960 square-foot office/warehouse buildings. The subject site contains approximately 0.77 acres and is vacant except for one nonconforming single family structure. The property is zoned for I-1 Industrial District-1 uses which allows the proposed use by right.

Access to the site will through a mutual access easement from Justin Road that serves several adjacent properties to the south. The Town Code requires 18 parking spaces, the applicant is providing 15 parking spaces which is within the Town's allowable 20% deviation. The proposed development complies with the Town's landscape requirements.

Waiver to Architectural Standards (Roof Pitch)

Section 12.1 of the Town's Urban Design standards states:

Roofs and Parapets

12.1. Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch. In designing a

residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided. The Town Council may approve, upon recommendation from the Planning and Zoning Commission a waiver to this request for individual projects. Such requests should only be contemplated in areas that are not adjacent to residences, are part of large scale developments, and provide architectural detail to soften the appearance of large, tall vertical walls.

The proposed buildings are each less than 15,000 square feet and flat non-pitched rooves are being proposed which necessitates Council approval of the proposed waiver. Please refer to the proposed elevations in Attachment B(1).

Waiver to Architectural Standards (Meritorious Design)

The Urban Design Plan provides Architectural Standards for non-residential buildings in the Town with the intent of creating developments of “enduring and exemplary quality and design.” The purpose of these standards is to encourage building design of meritorious quality throughout the Town and prohibit franchise architecture. Some of the architectural standards addressed are building materials, colors, roof pitch, pedestrian scale, entry points, and building orientation. As allowed by the Urban Design Plan, an applicant can request a waiver to certain Architectural Standards if their proposal is determined to have meritorious quality and design.

Section 5.1 of the Town’s Urban Design standards states:

Elevations of low-rise non-residential buildings (one to two stories) should be a minimum of 50% masonry, excluding doors and windows, consisting of stone, brick, stucco or finished tilt-wall concrete, or a mixture of those materials.

Section 5.3 of the Town’s Urban Design standards states:

At least 80% of each building elevation, excluding doors and windows, should be primary masonry, consisting of hand-laid brick or stone, of stucco, or of finished tiltwall concrete. Up to 20% of each building elevation may be secondary masonry, consisting of concrete block or e.i.f.s. Notwithstanding the aforementioned standard, the maximum percentage of stucco allowed on any building elevation shall be 80%. If the entire 80% primary masonry on a building elevation consists of stucco, then the remaining 20% on the same building elevation shall be limited to hand-laid brick or stone.

The applicant is proposing to use 100% CMU concrete block on each elevation of all three buildings which exceeds the allowable 20% which necessitates Council approval of the proposed waiver.

It is the applicant’s contention that the buildings are not clearly visible from Justin Road and there are similarly designed buildings adjacent to the subject property, in particular to the south. There are several buildings nearby that were

constructed prior to the Town's Urban Design standards being enacted, including a gas station on the lot between Justin Road and the subject property.

III. ATTACHMENTS

A. Background Information

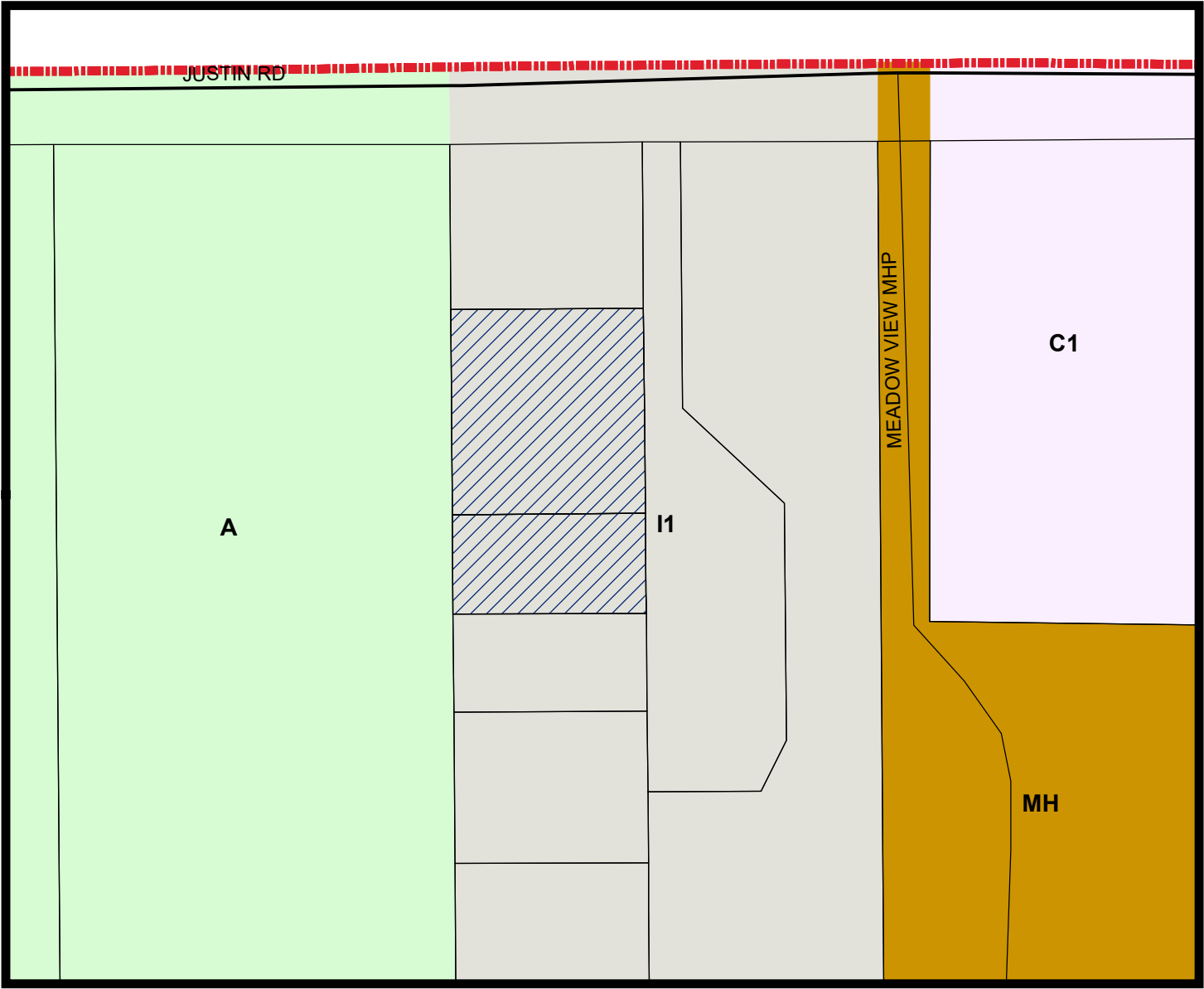
1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Site Plan Package

Vicinity Map

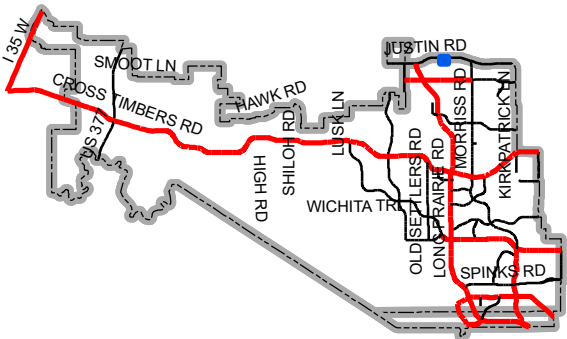
Reference Project: RC18-0009 & SP18-0013



LEGEND

- Agriculture
- Commercial 1
- Industrial 1
- Mobile Home

Subject Property



Map Location



December 6, 2018

Mr. Chuck Russell
Planning Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Alpha Warehouse Park – Site Plan and Record Plat Application
G&A Job Number 18042**

Dear Mr. Russell:

Please accept this letter, on behalf of Joe Krupovage, as an explanation of the proposed applications. We are submitting, for review and approval, a Site Plan and Record Plat Application for three office and warehouse buildings. The property is approximately 0.770 acres and is located south of FM 407 behind the existing VP Racing Fuels.

The project will consist of three 3,960 square foot buildings. Each building will contain two-271.5 square foot offices and two-1,723.5 square foot warehouse spaces. Each building will be set up to house two tenants. There are 18 parking spaces proposed with this site plan application.

The property is currently zoned I-1 and the current zoning allows for the proposed use. Currently, Mr. Krupovage plans to construct the infrastructure for all three buildings and at least one of the three buildings. The remaining buildings will be constructed as demand requires.

A meritorious design exception is being requested for split face block. This project is located in an industrial zoning district and is 148' away from Justin Road, behind another retail building. Flower Mound has several other Split Face buildings in this area of town and the proposed buildings are more aesthetically pleasing than the existing adjacent buildings. We believe that the pre-colored, Split Face Block is more in keeping with the other materials found in Flower Mound and less industrial looking than Tilt Wall construction which is an approved material.

The property consists of two tracts of land that will be platted into one lot with the record plat application. The northern lot is currently 0.515 acres while the southern lot is 0.255 acres.

Please feel free to contact me if you have any questions or comments regarding this submittal.

Sincerely,

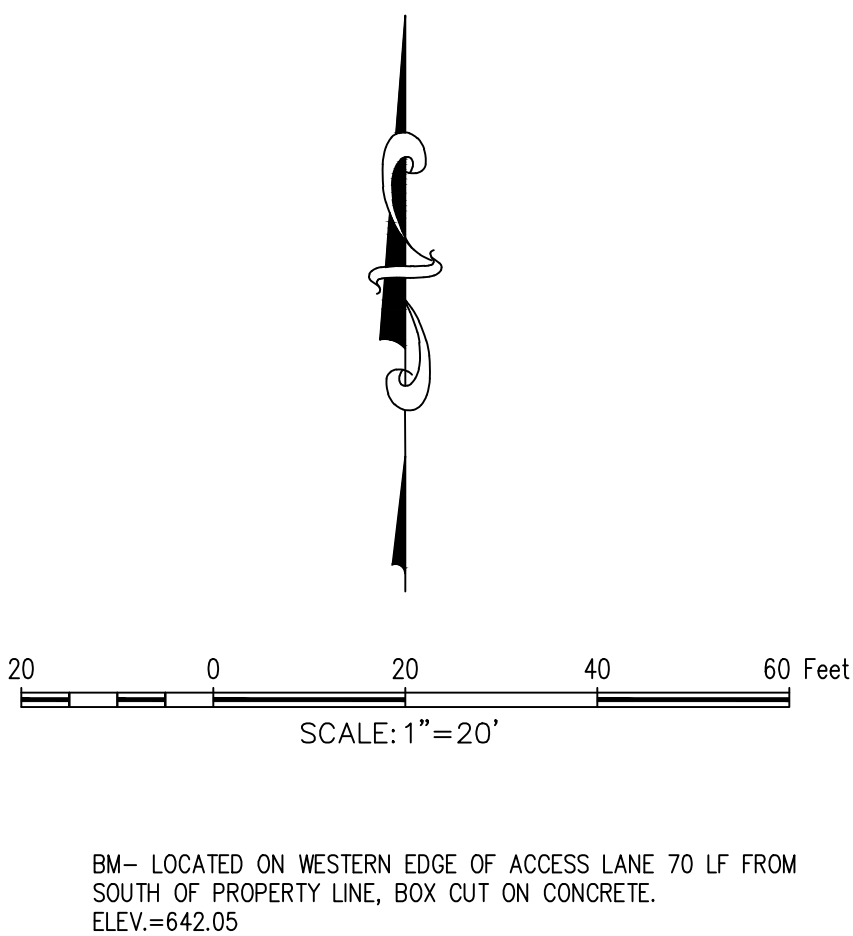
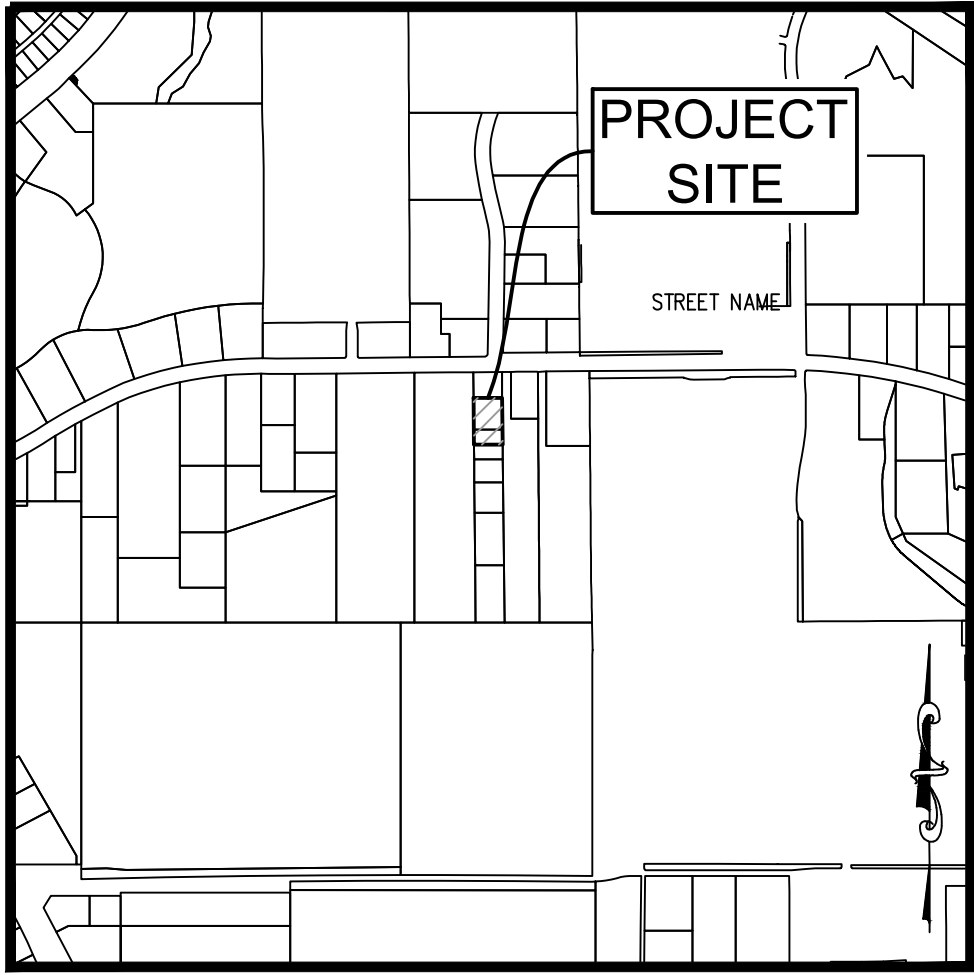
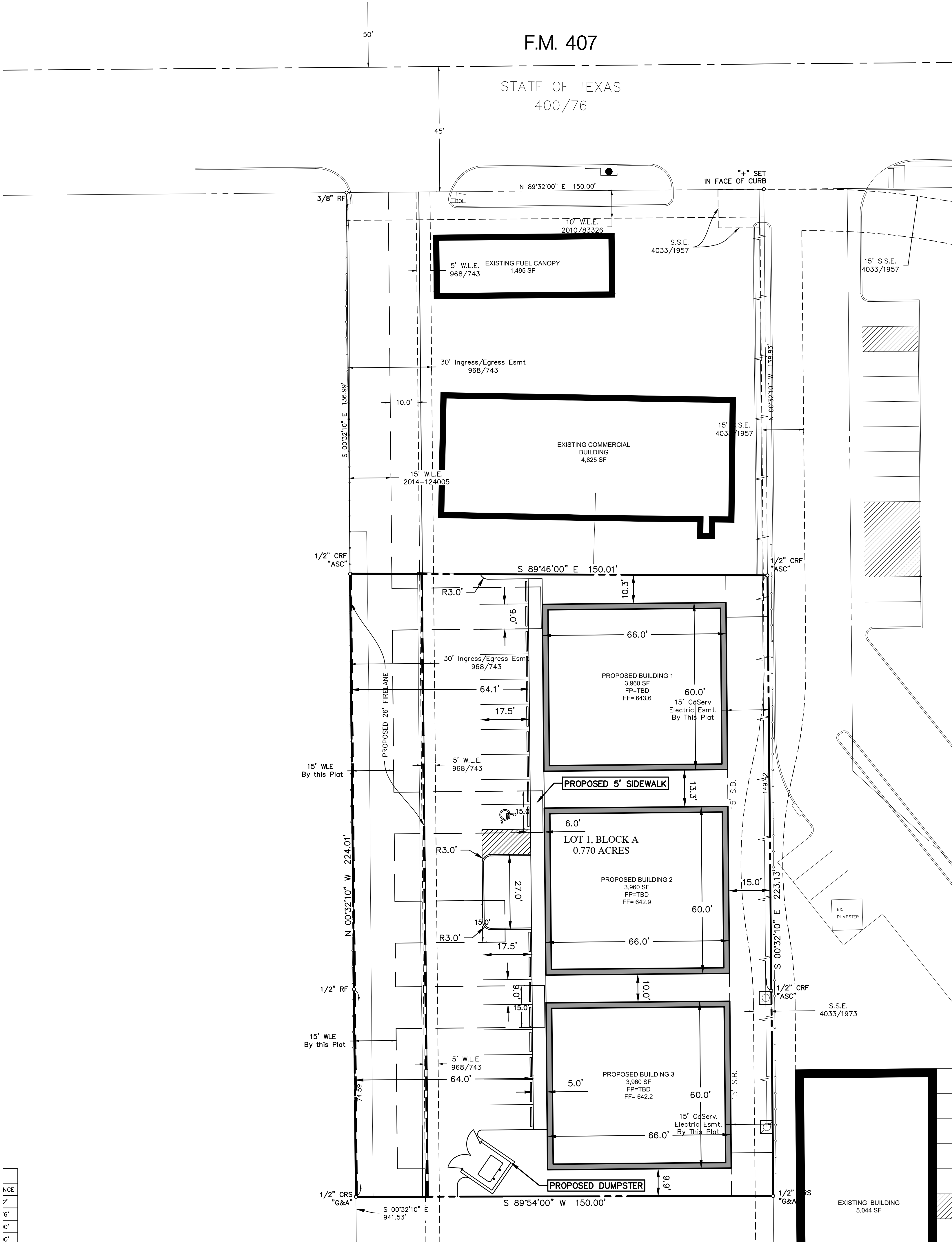
Josh Barton, P.E.

cc. Mr. Joe Krupovage

Z:\2018\18042\PDFs & Submittals\FP & Const. Plans\2018.04.09 1st Submittal\Site Plan\2018.04.30 LOI - Site Plan.docx

File: 2_2018\BPA\Drawings\17 & Final Plans\SHEETS\1804D SITE
Printed: 12/6/2018 12:59 PM by John Barton, Sheet: 17/2018 3.22 PM by Connor

NCE
2'
6'
10'



SITE DATA TABLE	
PHYSICAL ADDRESS	2801 JUSTIN ROAD
GROSS SITE AREA	0.771 AC
NET SITE AREA	0.771 AC
ZONING	I-1
CURRENT USE	VACANT
PROPOSED USED	OFFICE/WAREHOUSE
LOT COVERAGE DATA	
BUILDING COVERAGE	.272 AC
IMPERVIOUS AREA	.424 AC
PERVIOUS AREA	.075 AC
PERVIOUS AREA	.10%
PARKING SUMMARY	
FOR EACH BUILDING	
REQUIRED OFFICE (513 SF @ 1:300)	2 SPACES
REQUIRED WAREHOUSE (3,447 SF @ 1:1000)	4 SPACES
TOTAL REQUIRED (ALL THREE BUILDINGS)	18 SPACES
TOTAL PROPOSED PARKING	18 SPACES
PROPOSED HANDICAPE ACCESSIBLE PARKING	1 SPACE
TOTAL PROVIDED PARKING	18 SPACES
BUILDING DATA	
NUMBER OF FLOORS	1
PEAK HEIGHT	28'-0"
NUMBER OF BUILDINGS	3 BUILDINGS
TOTAL SQUARE FOOTAGE (3,960 SF PER BUILDING)	11,880 SF

MASTER PLAN FEATURES	
LAND USE PLAN	COMMERCIAL/ INDUSTRIAL
URBAN DESIGN PLAN	NONE
PARKS AND TRAILS	NONE
OPEN SPACE PLAN	NOT A COSERVATION DEVELOPMENT
THOROUGHFARE PLAN	FM 407- URBAN MINOR ARTERIAL SOUTH SIDE OF FM 407
WATER PLAN	LONG PRAIRIE DISTRICT, 12 IN. WATERLINE ALONG SOUTH SIDE OF FM 407
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 8 IN SANITARY SEWER LINE ON THE EAST SIDE OF PROPERTY



- GENERAL NOTES**
- THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.
 - TYPICAL PARKING SPACE DIMENSIONS ARE 9' X 17.5' (FACE OF CURB)
 - ALL RADII ALONG FIRE LANES ARE MINIMUM OF 25' (FACE OF CURB)
 - ALL MATERIALS, CONSTRUCTION, TESTING AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF FLOWER MOUND DESIGN CRITERIA, CONSTRUCTION STANDARDS, CONSTRUCTION DETAILS, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS.
 - ALL SIDEWALKS, ESTABLISHED VEGETATION, SCREENING WALLS, FENCES, AND ALL REQUIRED APPURTENANCES MUST BE CONSTRUCTED AS REQUIRED BY APPROVED CONSTRUCTION PLANS BEFORE SCHEDULING ANY FINAL INSPECTION.
 - STOP LINES ARE TO BE 4-FOOT BEHIND THE CROSSWALKS.
 - TRUNCATED DOMES ARE TO BE NO FURTHER THAN 5' FROM THE TRAVEL WAY.
 - ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL RADII ARE 3.0' UNLESS OTHERWISE NOTED.
 - ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
 - ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 - ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 - DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 - DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 - SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

OWNER/DEVELOPER
JOE KRUPOVAGE
617 ARBOR COURT
HIGHLAND VILLAGE, TEXAS 75077
Ph. 872-816-3767
Contact: Joe Krupovage

ALPHA WAREHOUSE PARK
Lot 1, Block A
ALPHA WAREHOUSE PARK
0.770 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 19762
JOSHUA M. BARTON,
P.E. #129227
DATE 12/6/2018

Drawn By: HH
Date: 07/09/2018
Scale: 1"=20'
Revisions:
09/04/2018
10/12/2018

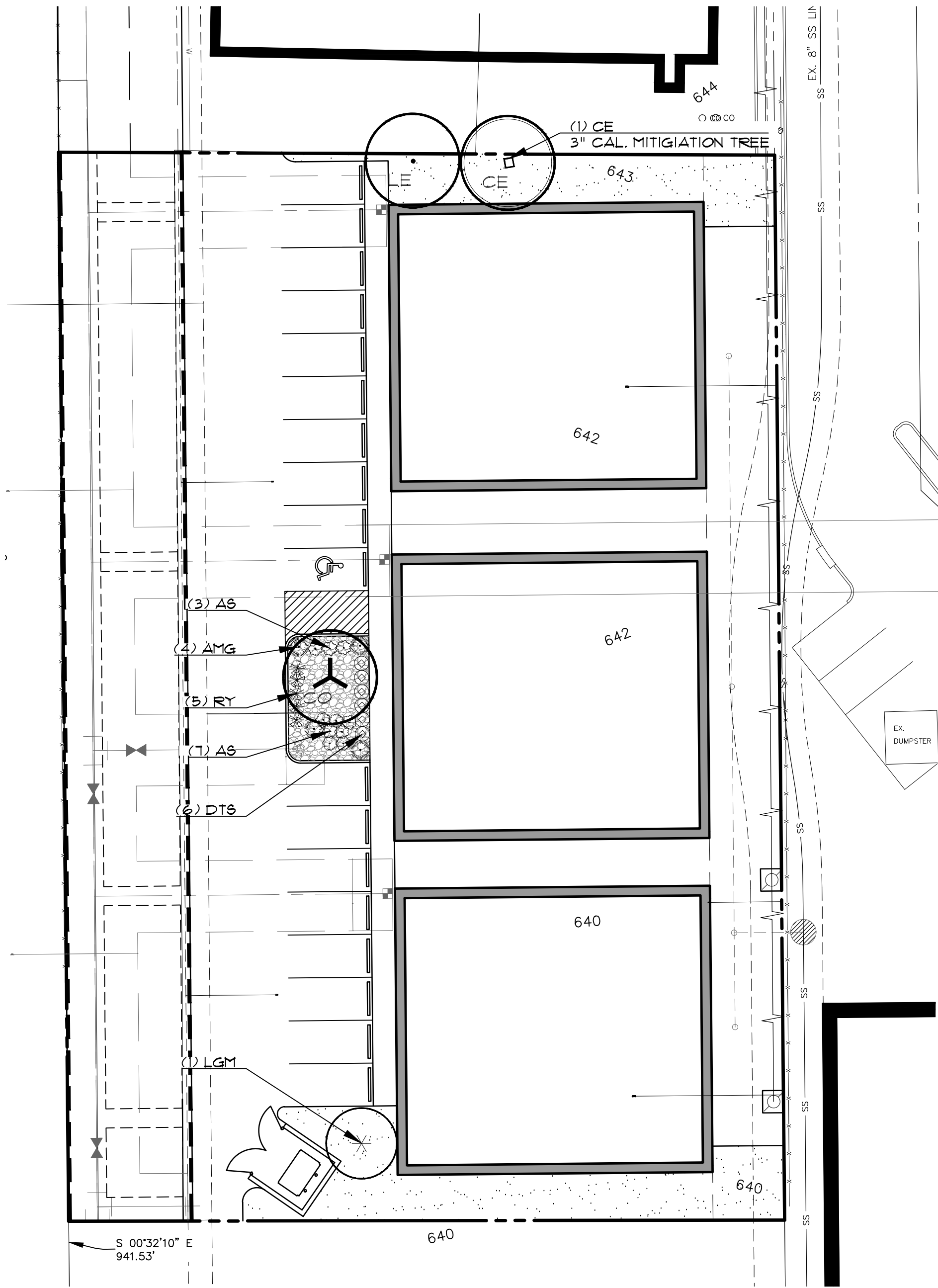
18042

C4

The John R. McAdams Company, Inc.
(G&A, G&A | McAdams)
111 Hillside Drive
Levelland, TX 79307
872.436.9715
201 County View Drive
Roanoke, Texas 76282
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

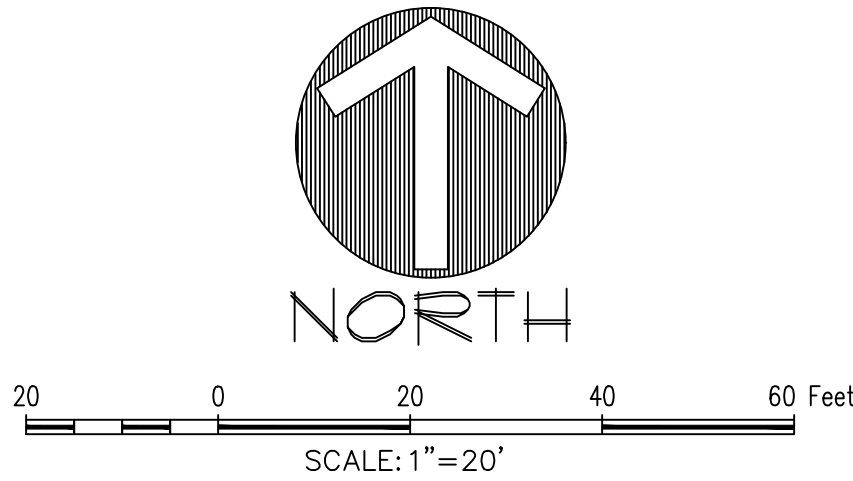


ALPHA WAREHOUSE PARK



LEGEND	
	(CE) CEDAR ELM <i>Ulmus crassifolia</i>
	(LE) LACEBARK ELM <i>Ulmus parvifolia</i>
	(CO) CHINQUAPIN OAK <i>Quercus muehlenbergii</i>
	(LGM) LITTLE GEM MAGNOLIA <i>Magnolia grandiflora</i> 'Little Gem'
	(AMG) ADAGIO MAIDEN GRASS <i>Miscanthus sinensis</i> 'Adagio'
	(RY) RED YUCCA <i>Hesperaloe parviflora</i>
	(DTG) DWARF TEXAS SAGE <i>Leucophyllum frutescens</i> 'Bartstar'
	(AS) AUTUMN SAGE <i>Salvia greggii</i>
	BERMUDA SOD
	CRUSHED GRANITE (LANDSCAPE MULCH)

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND Timber Creek Medical Park for proposed Lot 3RB			
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	18 parking spaces	135 s.f.	560 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 20 parking spaces	18 parking spaces	1 trees (3" cal.)	3 trees (3" cal.)
**All parking spaces to be located within 50 ft. of parking lot tree for commercial projects.			



PLANT LIST

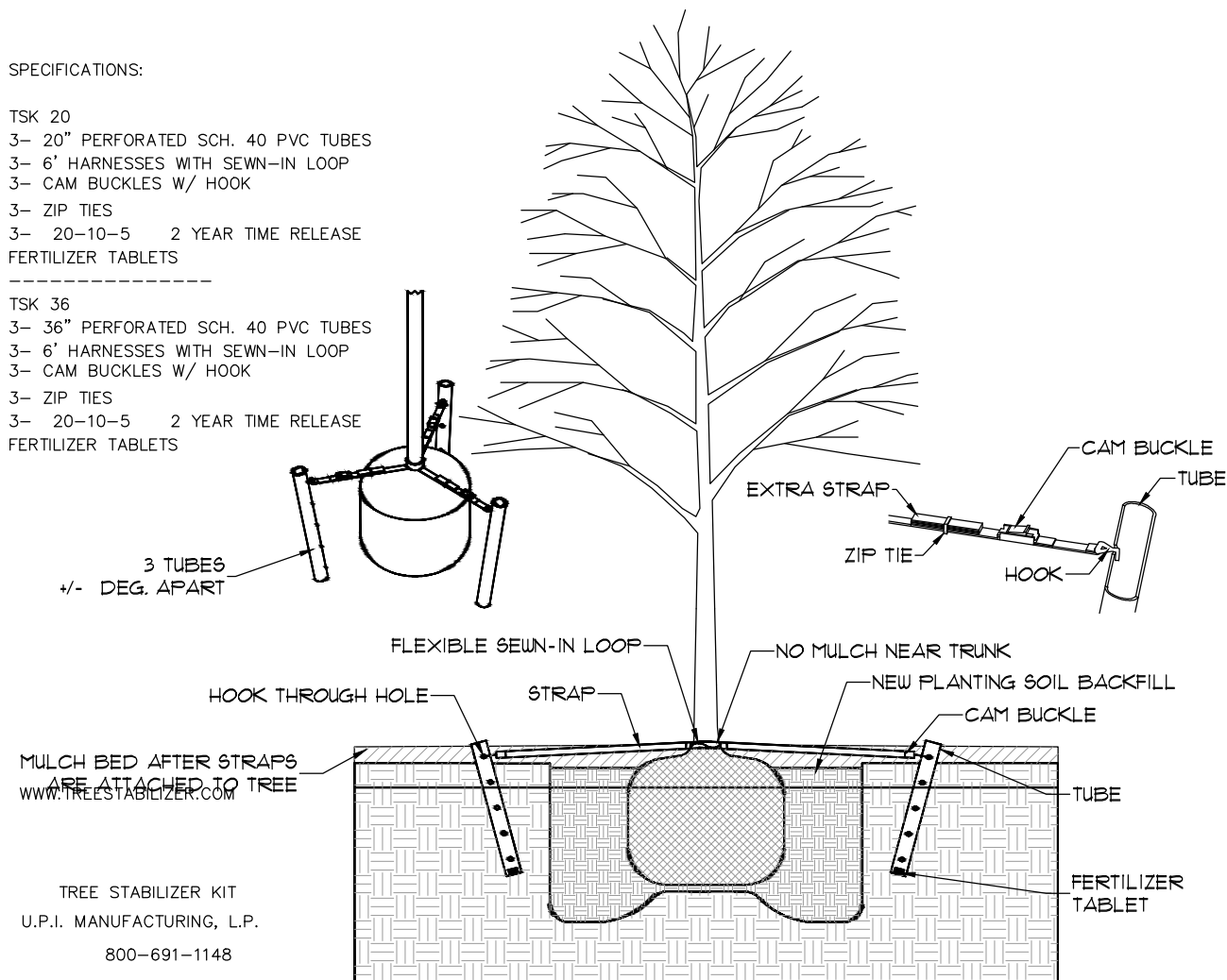
QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
1	CEDAR ELM	<i>Ulmus crassifolia</i>	3"	10'-12'	Per Plan	Single Trunk
1	LACEBARK ELM	<i>Ulmus parvifolia</i>	3"	10'-12'	Per Plan	Single Trunk
1	CHINQUAPIN OAK	<i>Quercus muehlenbergii</i>	3"	10'-12'	Per Plan	Single Trunk
1	LITTLE GEM MAGNOLIA	<i>Magnolia grandiflora</i> 'Little Gem'	30 gal.	6'-8'	Per Plan	Single Trunk
4	ADAGIO MAIDEN GRASS	<i>Miscanthus sinensis</i> 'Adagio'	3gal.	24"	3'-0"	Full
5	RED YUCCA	<i>Hesperaloe parviflora</i>	3gal.	12"	3'-0"	Xeri
6	DWARF TEXAS SAGE	<i>Leucophyllum frutescens</i> 'Bartstar'	3gal.	18"	3'-0"	Xeri
10	AUTUMN SAGE	<i>Salvia greggii</i>	1gal.	12"	18" o.c.	Xeri

- LANDSCAPE NOTES:
Town of Flower Mound
- Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
 - All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
 - Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.
 - Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.
 - A visibility triangle must be provided at all intersections. Shrubs are not to exceed 30 inches in height. Trees shall have a minimum clear trunk height of 9 feet.
 - The owner, tenant, and/or their agents, if any, shall be jointly and severally shall be responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
 - All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Flower Mound.
 - Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.
 - Please refer to all landscape and irrigation specifications.
 - All landscape beds and turf areas to be separated with edging.
 - All landscape beds to be 6" below finished floor.
 - All hydromulch or sod areas to be brought to +/- 1/4" by site grading contractor. Landscape contractor to bring all areas to final grade and remove all clod, rocks or debris >1" in diameter.
 - All landscape to be 100% irrigated. All irrigation within Drip lines of existing trees to be hand dug, and line to be installed in a radial fashion toward the trunk.
 - Please note that the permeable areas under the drip line of specimen and protected trees should be left at natural grade. No cutting or filling are to occur in these areas.
 - All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the Town of Flower Mound. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

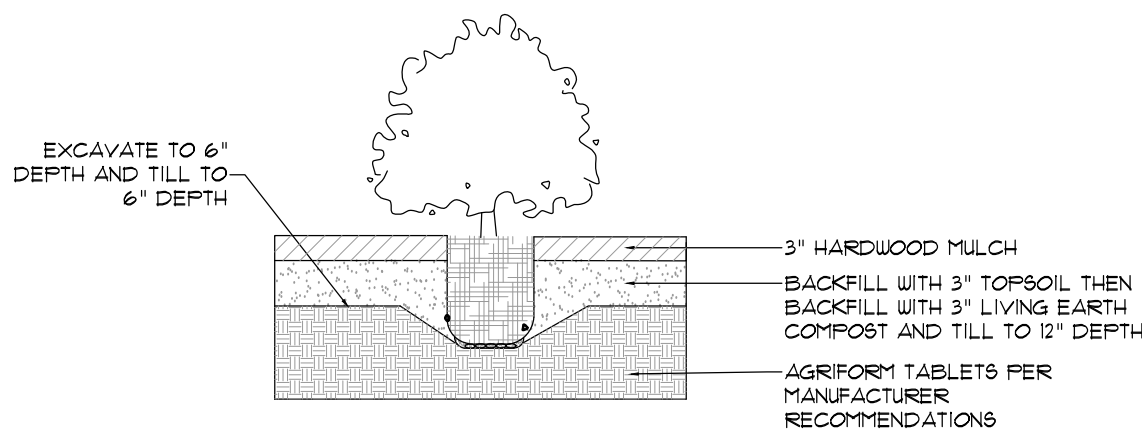
SPECIFICATIONS:

- TSK 20
3- 20" PERFORATED SCH. 40 PVC TUBES
3- 6' HARNESSES WITH SEWN-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-5 2 YEAR TIME RELEASE FERTILIZER TABLETS

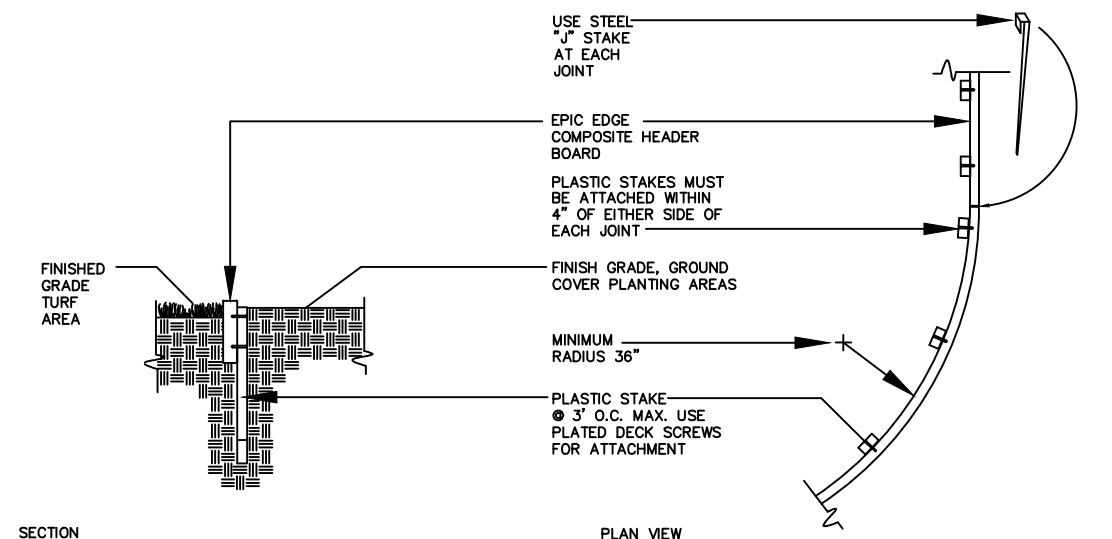
- TSK 36
3- 36" PERFORATED SCH. 40 PVC TUBES
3- 6' HARNESSES WITH SEWN-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-5 2 YEAR TIME RELEASE FERTILIZER TABLETS



1. TREE STAKING
NOT TO SCALE

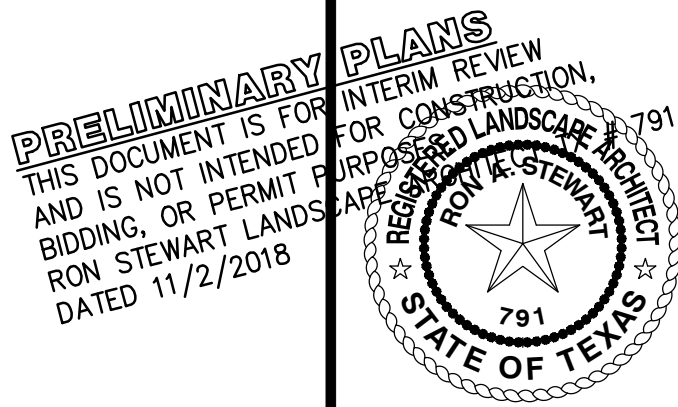


3. SHRUB DETAIL
NOT TO SCALE



EPIC EDGE CHART
COLOR OPTIONS: MENDOCINO REDWOOD, PACIFICA GREY, SEDONA SAND, AND CARMEL BROWN
MANUFACTURED BY: EPIC PLASTICS, 104 EAST TURNER RD., LODI CA 95240
URL ADDRESS: www.epicplastics.com

7. EPIC EDGE COMPOSITE HEADER BOARD DETAIL #210
NOT TO SCALE



Drawn By: VC
Date: 07/09/2018
Scale: 1"=20'
Revisions:
09/04/2018
10/12/2018

18042

OWNER/DEVELOPER
JOE KRUPOVAGE
617 ARBOR COURT
HIGHLAND VILLAGE, TEXAS 75077
Ph. 972-816-3767
Contact: Joe Krupovage

L1.0

ALPHA WAREHOUSE PARK
ALPHA WAREHOUSE PARK
Lot 1, Block A

0.770 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

ALPHA WAREHOUSE PARK



The John R. McAdams
Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972-406-8770 Fax
940-240-1012
TBP#: 19762 TBP#: 0104440
www.mcadamsco.com

A-202	Sheet Number:	
	Job:	18-069-001
	Drawn:	VI / MW
	Scale:	REF. PLAN
	ISSUE DATE:	11-02-2018 FOR REVIEW
	EXTERIOR ELEVATIONS - COLOR	
		REVISIONS
LEWISVILLE, TX 9712 221-1424 A R C H I T E C T S ASSOCIATES INC.		
OFFICE WAREHOUSE BUILDING 1 & 3 TBD JUSTIN RD FLOWER MOUND, TX 75028		
These plans are intended to provide the basic construction information necessary to construct the building shown hereon. They have been prepared by or under the supervision of a professional engineer and checked by the builder or person in authority of this project. Any discrepancy, error, and/or omission shall be the responsibility of the owner. The architect and engineer assume no liability for construction methods or materials being made. It is recommended that the owner or builder obtain complete engineering services for foundation, HVAC, and structural, prior to construction of any kind. The architect and engineer do not warrant the accuracy of the drawings and documents over any part of these construction documents which may conflict with same, and must be strictly obeyed and followed before and during construction. THESE DRAWINGS AND DOCUMENTS ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND ARE NOT TO BE TRACED, REPRODUCED OR REPRODUCED IN ANY WAY BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC. ALL RIGHTS RESERVED		



EXTERIOR ELEVATION NOTES:

1) STEEL SERVICE DOOR
COLOR: GRAY

2) ALUMINUM STOREFRONT FRONT DOOR AND WINDOWS
COLOR: TRANSPARENT CLEAR

3) AWNINGS
COLOR: BLACK

4) DOWNSPOUTS
COLOR: MATCH STOREFRONT FRAME

5) CMU BLOCK
EL PASO PLANT
BLEND: CANYON RED

6) CMU BLOCK
ABILENE PLANT
BLEND: SMOKE

7) CMU BLOCK
ROUND ROCK PLANT
BLEND: TEXAS CREAM

NOTE: ALL LOW PITCH ROOFS AND MECHANICAL EQUIPMENT WILL
BE SCREENED IN ACCORDANCE WITH THE URBAN DESIGN PLAN

WILLIAM PECK & ASSOCIATES INC. A R C H I T E C T S Lewisville, Tx 9721 221-1424		OFFICE WAREHOUSE BUILDING 2 TBD JUSTIN RD FLOWER MOUND, TX 75028	These plans are intended to provide the basic construction information necessary to and checked by the builder or person in authority of this project. Any discrepancy, error, and/or omission shall be the responsibility of the owner. The architect shall not be responsible for construction or purchases being made. It is recommended that the owner or buildingodian complete engineering services for foundation, HVAC, and structural, prior to construction of any kind. The architect shall not be responsible for construction documents which may conflict with, and must be strictly obeyed and followed before and during construction. THESE PLANS ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND ARE NOT TO BE TRACED, REPRODUCED OR REPRODUCED IN ANY WAY BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC. ALL RIGHTS RESERVED
EXTERIOR ELEVATIONS - COLOR			
REVISIONS			
ISSUE DATE: 11-02-2018 FOR REVIEW			
Scale: REF. PLAN			
Drawn: VI / MW			
Job: 18-069-001			
Sheet Number: A-202			



**WILLIAM PECK &
ASSOCIATES INC.**
A R C H I T E C T S
Lewisville, Tx (972) 221-1424

OFFICE WAREHOUSE BUILDINGS
DATE : 2018-11-02
TBD JUSTIN RD
FLOWER MOUND, TX 75028

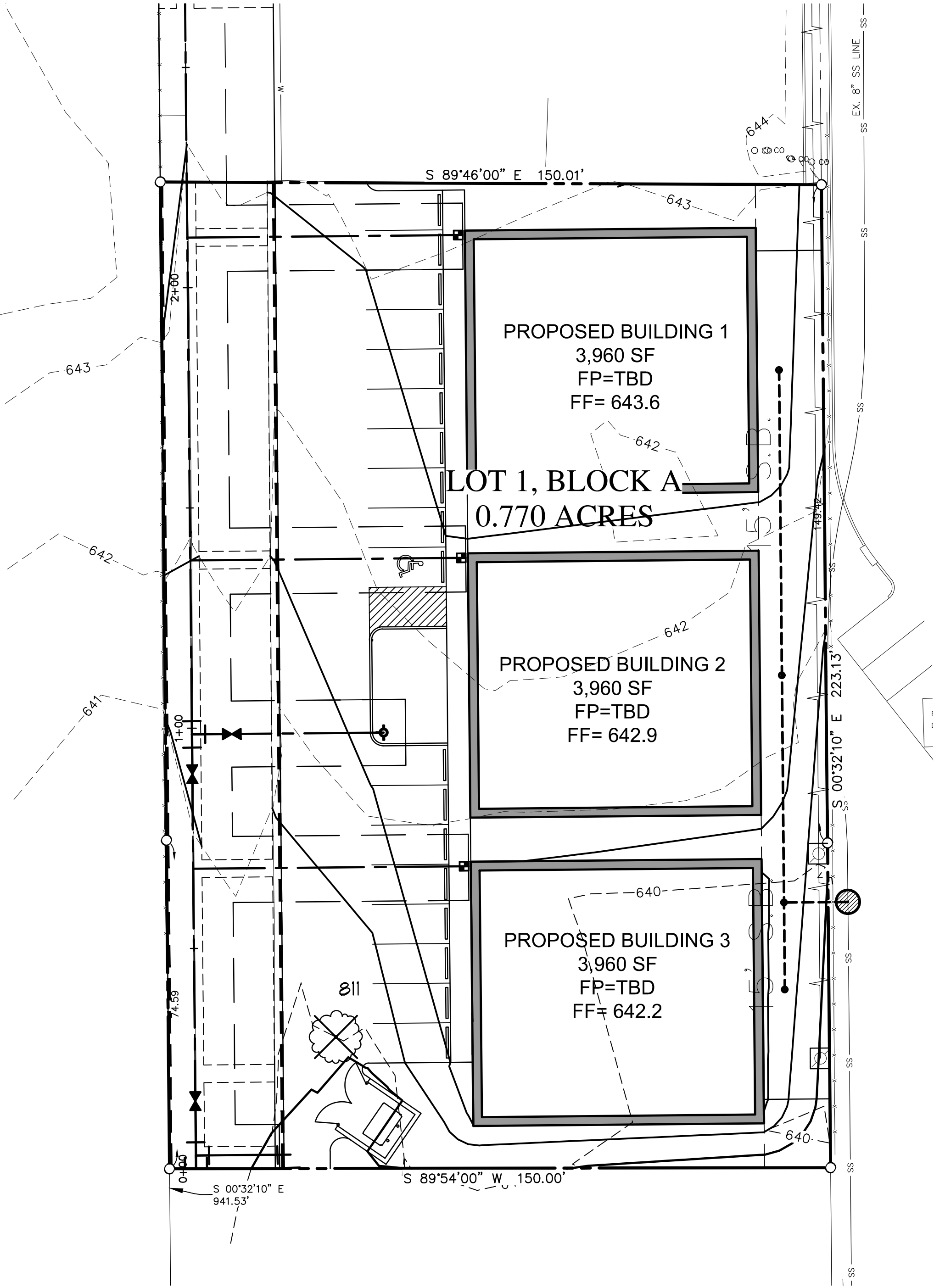
These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/ or omissions, if any, are to be brought to the attention of the Designer prior to any construction or purchases being made. It is recommended that the owner or builder obtain complete engineering services for: foundation, HVAC, and structural, prior to construction of any kind. NOTE: All Federal, state, and Local codes, ordinances, and restrictions take precedence over any part of these construction documents which may conflict with same, and must be strictly obeyed and followed before and during construction.
THESE CONSTRUCTION DOCUMENTS AND THEIR USE, ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND ARE NOT TO BE TRACED, REUSED OR REPRODUCED IN ANY WAY, BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC..
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ASSOCIATES INC.**
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Lewisville, Tx (972) 221-1424

OFFICE WAREHOUSE BUILDINGS
DATE : 2018-11-02
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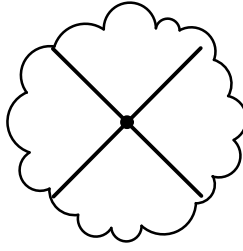


TREE CHART

TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMARKS	REMOVED	MITIGATION (")
811	8	PECAN	Carya illinoensis	Yes	BA	Yes	3

* (1) 3" CALIPER
MITIGATION TREE IS
PROPOSED ON L1.0

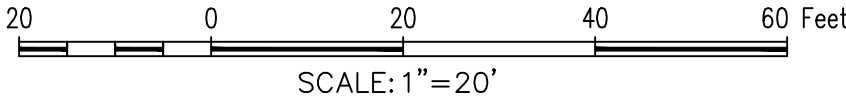
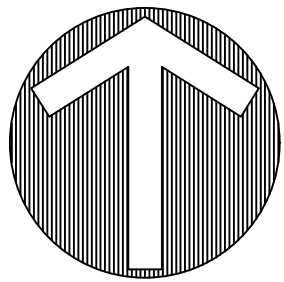
LEGEND



PROTECTED TREE
TO BE REMOVED

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- F. TREE REMOVAL
- 1) Tree preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.



The John R. McAdams
Company, Inc.
(DBA: G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.406.8770
201 Oakmont Road
Rowlett, Texas 75082
940.240.1012
TBPE: 19762 TBPLS: 0194440
www.mcadamsco.com

ALPHA WAREHOUSE PARK
ALPHA WAREHOUSE PARK
Lot 1, Block A
0.770 Acres
in the
S. LUTTRELL SURVEY, ABSTRACT NO. A-744
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 11/2/2018

Drawn By: VC
Date: 07/09/2018
Scale: 1"=20'
Revisions:
09/04/2018
10/12/2018

18042

T1.0

OWNER/DEVELOPER
JOE KRUPOVAGE
617 ARBOR COURT
HIGHLAND VILLAGE, TEXAS 75077
Ph. 972-816-3767
Contact: Joe Krupovage



TOWN COUNCIL AGENDA ITEM NO. 25

REGULAR ITEM

DATE: December 17, 2018

FROM: Andrea Roy, Director of Economic Development

ITEM: Public Hearing to consider approval of an amendment to the Chapter 380 Agreement between the Town of Flower Mound and Lakeside Crossing Land Partners, LP (previously Newstream Hotels & Resorts, LLC) and authorization for the Mayor to execute same on behalf of the town.

BACKGROUND INFORMATION: This item is for approval of an amendment to the Chapter 380 Agreement with Lakeside Crossing Land Partners, LP (previously Newstream Hotels & Resorts, LLC), to extend the performance deadlines within the existing Chapter 380 Incentive Agreement by approximately 7 ½ months, to allow the developer to complete negotiations with the new hotel brand and finalize the hotel construction plans.

On July 17, 2017, the Town executed a Chapter 380 Agreement with Newstream Hotels & Resorts, LLC for the development of the 12-acre site on the west side of Long Prairie Road, south of the Long Prairie Road/Lakeside intersection, to be known as Lakeside Crossing. Lakeside Crossing will include: a 5-story, full-service, approx. 60,000 sq. ft. hotel with 125-140 rooms and suites; a full service restaurant providing 24-hour room service; and, approx. 4,000 sq. ft. of meeting space. The hotel will be branded Hotel RL, operated by the RLH (Red Lion Hotel) Corporation. Hotel RL is currently located in eight cities in the US, with another 9 coming soon. Also in Lakeside Crossing, Newstream will construct approximately 90,000 sq. ft. of restaurant, retail, and office space, as well as approx. 15 townhomes. Employment at full development is estimated at approx. 250-300 FTE's and total build out construction value is estimated at \$55 million. Site work is currently ongoing.

On September 19, 2017, the Town authorized assignment of the Chapter 380 Agreement from Newstream Hotels & Resorts, LLC to Lakeside Crossing Land Partners, LP. Soon thereafter, the Town Council approved a Collateral Assignment from Lakeside Crossing Land, LP to the project's lender, Spectrum Origination.

The Chapter 380 Agreement provides for: a grant equal to 50% of real and business personal property taxes paid over a seven-year period; a grant equal to 50% of the City's 1% sales and use taxes received from purchases in the Town for all start-up/construction purchases, as well as initial furniture, fixtures, and equipment purchases for the hotel; a waiver of building permit fees; a 50% rebate of impact fees paid; and, a Hotel Occupancy Tax (HOT) rebate of 75% for years 1-5 and 50% rebate for years 6-10.

In exchange for the noted incentives, the developer will construct, in accordance with the approved zoning, all noted improvements (hotel, office, restaurant, retail, and related infrastructure, drives, landscaping, etc). The applicant must provide the Town with sufficient evidence indicating a capital investment of at least \$20,000,000 for the hotel. If at any point during the development, construction activity lapses and the applicant fails to obtain approval of required inspections within 180 days of one another, the agreement will be terminated.

The requested amendment would extend the deadline for the developer to receive building permits for the hotel from December 31, 2018, to July 15, 2019, and the hotel construction completion deadline from June 3, 2020, to February 15, 2021. The remaining buildings would be required to be completed by no later than February 15, 2022, in lieu of the current deadline of June 30, 2021. Additionally, a May 15, 2019, deadline to submit the hotel plans to the Town for the building permit has been added to the agreement. Also added is a stipulation that allows for Town use of the hotel's meeting space up to two times annually for the life of the agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

Finance Review by: N/A

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Chapter 380 Agreement as to form and legality.

ATTACHMENTS:

1. First Amendment to the Chapter 380 Agreement between the Town of Flower Mound & Lakeside Crossing Land Partners, LP
 -Exhibit A (Chapter 380 Agreement between the Town and Newstream Hotels & Resorts, LLC)

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

FIRST AMENDMENT TO CHAPTER 380 AGREEMENT

This First Amendment to Chapter 380 Agreement ("Amendment") is made and entered into by and between the Town of Flower Mound, Texas, a Texas home-rule municipality ("Town"), and Lakeside Crossing Land Partners, LP, a Texas limited partnership ("Owner"). Town and Owner are sometimes hereafter referred to individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the Town and Newstream Hotels & Resorts, LLC, a Texas limited liability company ("Newstream") executed that certain Chapter 380 Agreement Between the Town of Flower Mound and Newstream Hotels & Resorts, LLC dated July 17, 2017 (the "Agreement" and attached hereto as Exhibit A); and

WHEREAS, Newstream assigned all of its interest in the Agreement to Owner by instrument dated _____; and

WHEREAS, the parties desire to amend the Agreement as provided below.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Owner agree as follows:

1. Section 3.1 of the Agreement is amended to read as follows:

"3.1 Construction of Improvements.

(a) Company must (i) submit a full and complete building permit application for construction of the Hotel, as deemed acceptable by the Town, no later than May 15, 2019; and (ii) receive all necessary permits permitting construction of the Hotel from all applicable governmental authorities no later than July 15, 2019; and (iii) subject to events of Force Majeure, achieve Completion of Construction of Hotel on or before February 15, 2021.

(b) Subject to events of Force Majeure, Company must achieve Completion of Construction of remaining Improvements, identified as Buildings 2-7 on the site plan attached as Exhibit B on or before February 15, 2022."

2. The Agreement is further amended by adding a new section 3.8 to read as follows:

"3.8 Use of Meeting Space. Beginning on January 1 following the CO Date and continuing thereafter for a period of seven years, the Hotel will make available to Town 32 hours of use of the approximate 4,000 square feet of meeting space within the Hotel each calendar year, with the duration of each Town or Town sponsored event lasting no more 16 hours. Town will reserve the meeting space in accordance with the Hotel's meeting space reservation policy; provided, however, in the event of a conflict between any reservation policy and the Town's rights under this section of the Agreement, this section of the Agreement controls and nothing in the Hotel reservation policy or any other Hotel policy will prevent the Town's right to an aggregate of 32 hours of use each calendar year. Further, if an immediate Town need arises and the meeting space is not reserved by another party, the Hotel will make reasonable accommodations to the Town. All reservations of the

Printed Name of Notary Public

OWNER:

LAKESIDE CROSSING LAND PARTNERS LP,
a Texas limited partnership

By: Newstream Hotels and Resorts LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2018,
by _____, the _____ of
Newstream Hotels and Resorts LLC, a Texas limited liability company, the General Partner of LAKESIDE
CROSSING LAND PARTNERS LP, a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary Public

For the limited purpose of consent,

LENDER:

SPECTRUM ORIGINATION LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____, 2018,
by _____, the _____ of
Spectrum Origination LLC, a Delaware limited liability company, on behalf of said limited liability
company.

[S E A L]

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary Public

EXHIBIT A

The Agreement

**CHAPTER 380 AGREEMENT
BETWEEN THE TOWN OF FLOWER MOUND
AND
NEWSTREAM HOTELS & RESORTS, LLC**

This Chapter 380 Agreement ("**Agreement**") is made and entered into by and between the Town of Flower Mound, Texas ("**Town**"), and Newstream Hotels & Resorts, LLC a Texas limited liability company ("**Company**"), for the purposes and considerations stated below. Town and Company may sometimes hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Company owns an approximate 12-acre tract located within the Town; and

WHEREAS, Company intends to construct a mixed-use development consisting of hotel, restaurant, retail shopping, and office uses; and

WHEREAS, the Town seeks to incentivize the development; and

WHEREAS, the Town possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the Town; and

WHEREAS, the Town has determined that the incentives set forth in this Agreement will serve the public purpose of promoting local economic development, will diversify the economy of the state and Town, will eliminate unemployment and underemployment in the state and Town, and will enhance business and commercial activity within the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

The following words shall have the following meanings when used in this Agreement:

The terms "Agreement", "Town", "Company", "Parties", and "Party" shall have the meanings provided above.

"Building Final" means the approval of the final inspection issued by the Town certifying a building's compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant.

"Capital Investment" means the actual costs attributable to the construction of the Hotel and related infrastructure, including the actual construction costs of all buildings, site preparation, structures, infrastructure, utilities, landscaping and on-site improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, permit and inspection fees. It does not include insurance costs, marketing costs or any interest paid to finance the cost of Capital Investment.

"Certificate of Occupancy" means the document issued by the Town certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

"Cessation in Construction" means the amount of time between two approved Town required inspections has lapsed 180 days or more.

"CO Date" means the date the Hotel receives a Certificate of Occupancy.

"Commencement of Construction" means that: (i) the construction plans for the Hotel has been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits permitting construction of the Hotel have been issued by all applicable governmental authorities; and (iii) mobilization and grading or excavation of the Property has begun.

"Company Records" has the meaning as described in Section 3.7.

"Completion of Construction" means that the Town has issued a Certificate of Occupancy.

"Development" means the development as shown on the attached Exhibit "B". The Development does not include any residential lots or structures.

"Effective Date" shall mean the last date this Agreement is executed by the parties.

"Expiration Date" shall mean the date of payment of the last of the Grants, unless sooner terminated as provided herein.

"Event of Bankruptcy or Insolvency" means the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of

any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“FFE” means movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building, and which are purchased after the Effective Date and prior to the Opening Date of Hotel.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“Grant Year Taxes” means the ad valorem taxes assessed by Town against the Property and collected by Town for the applicable Tax Year which are attributable to the construction of the Improvements. The term excludes taxes which are attributable to the land value of the Property and revenue attributable to minerals, including, but not limited to oil and gas.

“Grants” shall collectively mean the TPP Grants, Real Property Grants, Sales Tax Grants, Impact Fee Grants, and HOT Grants.

“Hotel” means an approximately 60,000 square feet, five story full-service lifestyle hotel consisting of 125-140 rooms and suites, with full service restaurant, providing 24-hour room service, and approximately 4,000 square feet of meeting space to be built on the Property by Company.

“HOT Grants” means the grants described in Section 4.3.

“HOT Revenue” means the amounts collected by the Town as a result of the hotel occupancy taxes imposed by the Town pursuant to Chapter 351 of the Texas Tax Code, as amended.

“Impact Fee Grants” means the grants from Town in an amount equal to 50% of the Town impact fees (water, wastewater, and road) paid by Company and received by Town, which are attributable to the construction of the buildings within the Development.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by the Company within the Town.

“Improvements” means the Hotel, office, retail, and restaurant buildings identified as Buildings 1-7 on Exhibit B, and the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed on the Property. Improvements does not include any residential buildings.

“Opening Date” means the first day a person pays for the use or possession of or for the right to the use or possession of a room or space at the Hotel.

“Payment Request” means a written request from Company to Town for payment of the TPP Grants, Real Property Grants, Sales Tax Grants, Impact Fee Grant, and HOT Grants, as the case may be, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Property” means the approximate 12-acre tract more particularly described on the attached Exhibit A. The term does not include (i) the areas designated as residential on the site plan attached as Exhibit B; or (ii) any real property within the Development on which residential structures have been built.

“Qualified Expenditure” means an expenditure which (i) promotes tourism and the convention and hotel industry, and (ii) is authorized by Section 351.101 of the Texas Tax Code, as amended, and Section 62.107 of the Town’s code of ordinances, as amended.

“Real Property Grants” shall mean seven (7) consecutive annual economic development grants to be provided by Town to Company, each in an amount equal to fifty percent (50%) of the Grant Year Taxes.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Company.

“Sales Tax Grants” means the grants as described in Section 4.4.

“Sales Tax Report” has the meaning as set forth in Section 3.6.

“Sales and Use Tax” means the Town’s municipal sales and use tax, currently at the rate of one percent (1.0%) pursuant to Chapter 321 of the Texas Tax Code, as amended; provided, however, should the electors of the City reallocate the Sales and Use Tax or should the Texas Legislature amend the applicable tax code provision to increase or decrease the amount of allowed municipal sales and use tax, then in the event of a decrease, Sales and Use Tax shall mean the actual amount of sales and use tax received by the Town, and in the event of an increase, the Sales and Use Tax shall mean one percent (1.0%).

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Company and added to the Property after the Effective Date of this Agreement. Tangible Personal Property does not include inventory, supplies, Freeport Goods or Goods in Transit.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” means the term as defined in Section 2.2.

“TPP Grants” shall mean seven (7) consecutive annual economic development grants to be provided by Town to Company, each in an amount equal to fifty percent (50%) of the TPP Tax. Each annual individual grant shall be referred to hereafter as a “TPP Grant.”

“TPP Tax” shall mean the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Property and collected by Town for the applicable Tax Year.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Development to the Town. The terms of this Agreement shall implement the Program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 COMPANY OBLIGATIONS

The Parties acknowledge and agree that Company is not obligated to build the Development or the Improvements; provided, however, that Company must satisfy the obligations set forth in this Article 3 and in this Agreement in order to receive the Grants.

3.1 Construction of Improvements.

(a) Company must (i) receive all necessary permits permitting construction of the Hotel from all applicable governmental authorities no later than December 31, 2018; and (ii) subject to events of Force Majeure, achieve Completion of Construction of Hotel on or before June 31, 2020.

(b) Subject to events of Force Majeure, Company must achieve Completion of Construction of remaining Improvements, identified as Buildings 2-7 on the site plan attached as Exhibit B on or before June 31, 2021.

3.2 Compliance with Laws. Company agrees to construct the Development and the Improvements in accordance with the site plan attached hereto as Exhibit B, the elevations and materials shown on the attached Exhibit C, and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof).

3.3 Continuous Operation. Company agrees that from the CO Date and throughout the Term of this Agreement, Company will continuously use and operate the Hotel (subject, however, to any temporary cessations due to causes or events of Force Majeure or due to Hotel remodeling, renovation or casualty/condemnation repairs and replacements), and the Hotel shall not be used for any purpose other than as a hotel and related amenities, open to the public and serving visitors, the adjacent business community, and the citizens of the Town.

3.4 Impositions. Company shall make timely payment of all Impositions during the Term of this Agreement.

3.5 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.6 Sales Tax Reports. Company will provide Town, on a monthly basis, a copy of the financial report it submits to the State Comptroller relating to the remission of Sales and Use Taxes collected in the Town as a result of the operation of the Development ("Sales Tax Report"). Additionally, Company hereby grants consent for the State Comptroller's office to release the monthly reported figures along with any State audit adjustments to the Town. The Parties designate this Agreement as a revenue sharing agreement entitling the Town to request sales tax information from the Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Company further agrees to provide Town any other reasonable documentation in a form acceptable to Town that establishes and proves amounts necessary for Town to make the Sales Tax Grants as provided in this Agreement.

3.7 Audit. Company shall grant access to Town, or such other persons or entities designated by Town for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Company's performance of this Agreement ("Company Records"), provided that Town has provided five (5) business days prior notice, and Town or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by Town, or such other persons or entities designated by Town in accordance with state and federal laws, regulations or directives applicable to Company's performance of this Agreement. Town agrees, to the extent allowed by law, to maintain the confidentiality of the Company Records.

ARTICLE 4 TOWN OBLIGATIONS

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this section, Town will be obligated to do the following:

4.1 Real Property Grants. For a period of seven (7) years commencing on January 1 following the CO Date, the Town will provide an annual Real Property Grant to Company. Each

annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of (i) payment of the Grant Year Taxes; and (ii) a Payment Request.

4.2 TPP Grants. For a term of seven (7) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual TPP Grant to Company. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of: (i) payment of the TPP Tax; and (ii) a Payment Request.

4.3 HOT Grants. The Town agrees to reimburse Company for Company's Qualified Expenditures as follows:

(a) Years 1-5. The Town agrees to pay Company an amount equal to seventy-five percent (75%) of the HOT Revenue collected and remitted to the Town from the Hotel each calendar quarter during a period beginning on the Opening Date and continuing thereafter for five (5) years.

(b) Years 6-10. The Town agrees to pay Company an amount equal to fifty percent (50%) of the HOT Revenue collected and remitted to the Town from the Hotel each calendar quarter beginning on the sixth year after the Opening Date and continuing thereafter for four (4) years.

(c) Annual Plan and Budget.

(i) Plan and Grant Year. On an annual basis, the Company shall prepare and submit to the Town a proposed annual plan and budget ("**Annual Plan and Budget**") setting forth and itemizing Company's intended use of HOT Grants for the upcoming "**HOT Grant Year**", which for the first year will be from the Opening Date until December 31, and every HOT Grant Year thereafter will be a one-year period from January 1 through December 31. The proposed Annual Plan and Budget must be submitted to the Town Manager no later than 30 days prior to commencement of the upcoming HOT Grant Year. Failure to submit the Annual Plan and Budget will constitute an event of default, and may, at the sole discretion of the Town, and notwithstanding Section 5 of this Agreement, result in the Company's forfeiture of any HOT Grants for the upcoming HOT Grant Year.

(ii) Contents of Plan. The proposed Annual Plan and Budget must include, at a minimum, a line item budget detailing the use of the HOT Grant for the upcoming HOT Grant Year, the amount of the expenditure for each item and a description of the item indicating how it complies with the requirements of 351.101 of the Texas Tax Code, as amended.

(iii) Approval and Amendments. The Town Manager must, after finding that all of the proposed expenditures are Qualified Expenditures, approve the Annual Plan and Budget before Company receives any HOT Grant for the upcoming HOT Grant Year. The Company may, at any time, submit an

amendment to the Annual Plan and Budget; provided, however, that any amendment does not become effective until it has been approved by the Town Manager.

(d) Time of Payments. Payments to Company will be made on a quarterly basis on or before forty-five (45) days following the receipt by the Town of the latter of: (i) the HOT Revenue from the Hotel for the applicable quarter; and (ii) a Payment Request with sufficient documentation from Company that it has made Qualified Expenditures in accordance with the Annual Plan and Budget in a form acceptable to the Town Manager or his designee. The Town is not obligated to pay Company for an expenditure that was not a Qualified Expenditure already approved in the Annual Plan and Budget. Additionally, as a condition to receiving the first HOT Grant payment, Company must provide sufficient evidence to the Town Manager, in a manner suitable to the Town Manager in his or her sole discretion, that Company made a Capital Investment in amount of at least \$20,000,000.

(e) Limitations on Funding. In no event will any quarterly payment under this section 4.3 exceed 75% of the HOT Revenue collected by the Hotel and remitted to Town for any given quarter in Years 1-5 as described in 4.3(a), nor will any quarterly payment under this section exceed 50% of the HOT Revenue collected by the Hotel and remitted to Town for any given quarter in Years 6-10 as described in 4.3(b). Town is obligated to make the payments under this section only from the HOT Revenue collected from the Hotel, and Town is not obligated to make such payments from any other funds or revenues of Town. Company will have no right to any unexpended HOT Grant funds in any given HOT Tax Year, and such funds will remain with the Town.

(f) Improper Expenditures. Should any expenditure of HOT Grants by Company be for a use that is found to be improper or illegal, the Town shall have no liability in connection thereof, and Company agrees to indemnify and hold harmless the Town for such amounts. Company further agrees that no later than 30 days after receipt of written notification from the Town, it will reimburse the Town in an amount equal to the improper expenditure, plus interest at the rate of the prime rate per annum.

4.4 Sales Tax Grants.

(a) Sales at the Hotel. Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by Town and attributed solely to the sale of taxable items within the Hotel during a period beginning on the first eligible sales tax purchase at the Hotel and continuing thereafter for seven (7) years.

(b) FFE for Hotel. The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by the Town attributable to Company's purchase of FFE to furnish and equip the Hotel prior to the Opening Date.

(c) Construction Purchases. The Town agrees that it shall pay to Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by the Town

attributable to the purchase of construction materials by Company or contractors retained by Company in connection with the construction of the Hotel and the commercial buildings identified as Buildings 2-7 on Exhibit B. The grants under this section 4.4(c) are limited to purchases made during a period beginning on the Effective Date and continuing thereafter for five (5) years.

(d) Timing of Payments. The Sales Tax Grants will be paid on a quarterly basis. The Town covenants and agrees to make quarterly payments to Company within forty-five (45) days following its receipt of the latter of: (i) the Sales Tax Reports each month of the applicable calendar quarter; (ii) the reports or other information establishing the amounts of received Sales and Use Tax from the Comptroller's office for each month in the applicable calendar quarter; (iii) the Town's receipt of the Sales and Use Tax from the Comptroller's office for each month of the applicable calendar quarter; and (iv) a Payment Request.

(e) Erroneously Paid Sales Tax. In the event the Comptroller determines, for any reason, that any Sales and Use Taxes were erroneously paid to Town from the sales provided for herein and Town is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales and Use Taxes received by Town under this Agreement, and in the event the calculation of Sales and Use Taxes paid for a Sales Tax Grant shall reflect an overpayment by Town to Company, Company agrees to reimburse Town the amount of such overpayment. Notification of any such required adjustment will be provided to Company at the earliest practical date. This section will survive termination of this Agreement.

4.5 Impact Fee Grants. The Town agrees to pay Company an Impact Fee Grant for each building within the Development within 45 days after: (i) the building receives a Certificate of Occupancy or Building Final; and (ii) the Town's receipt of a Payment Request.

4.6 Permit Fee Waiver. The Town agrees to waive the following permit and related fees for initial construction of the Development: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees and lighting plan review fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

ARTICLE 5 TERMINATION; REPAYMENT; OFFSET

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) upon written notice by Town, if Company suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by Town, if after Commencement of Construction, a Cessation in Construction of any element or component of the Improvements occurs; or
- (f) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), (d), or (e), Company shall immediately refund to Town an amount equal to the amount of all of the Grants that have been provided by Town to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Company set forth in this Section 5.2 hereof shall survive termination of this Agreement.

5.3 Offsets. Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by Company without the prior written consent of the Town's Town Manager.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, is deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless Town from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Town, to:	Town of Flower Mound, Texas Attn: Economic Development Director 2121 Cross Timbers Rd. Flower Mound, TX 75028
---------------------------	--

With a copy to:	Flower Mound Town Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107
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If intended for Company, to:	Newstream Commercial Attn: CFO 311 South Oak Street, Suite 200 Roanoke, TX 76262 RE: Newstream Hotels & Resorts, LLC
------------------------------	--

6.6 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Denton County, Texas.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal,

invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

6.14 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Grants or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such payments will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Company as of the effective date of such limitation or restriction.

6.15 Undocumented Workers. Company certifies that Company, and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Company of the violation.

6.16 Governmental Function. The Parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

[Signatures on following page]



TOWN OF FLOWER MOUND, TEXAS

Thomas E Hayden
 Thomas E. Hayden, Mayor

Date: 9/18/17

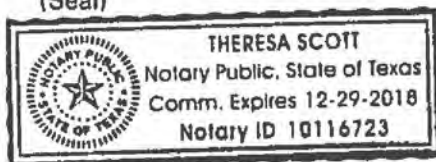
STATE OF TEXAS
 COUNTY OF DENTON

§
 §

BEFORE ME, Theresa Scott Notary Public, on this day personally appeared THOMAS HAYDEN to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18 day of Sept, 2017

(Seal)



NOTARY PUBLIC in and for the State of Texas
 My Commission Expires:

NEWSTREAM HOTEL & RESORTS, LLC
 a Texas limited liability company

By: [Signature]

Name: L. SCOTT TARNWATER

Title: Manager

Date: 9.18.17

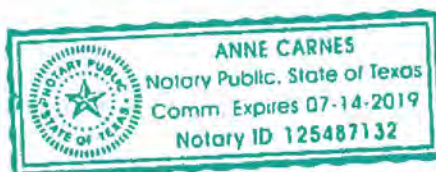
STATE OF TEXAS
 COUNTY OF DENTON

§
 §

BEFORE ME, ANNE CARNES, Notary Public, on this day personally appeared SCOTT TARNWATER to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of SEPT, 2017

(Seal)



NOTARY PUBLIC in and for the State of Texas
 My Commission Expires: 7.14.19





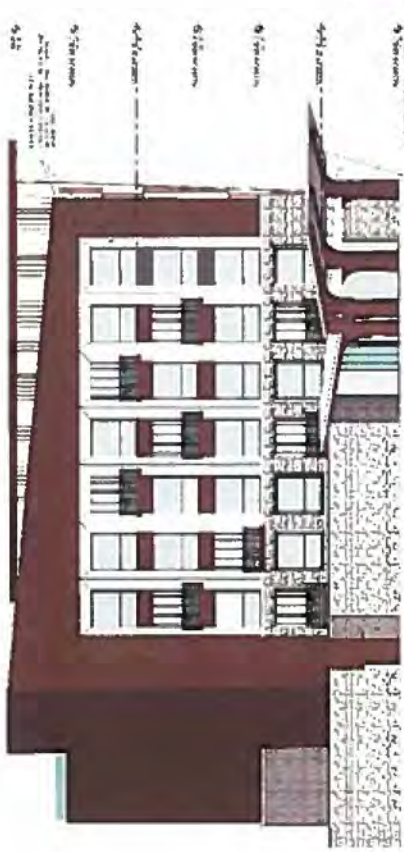
EXHIBIT “C”
Building Elevations and Materials



unscripted
HOTELS

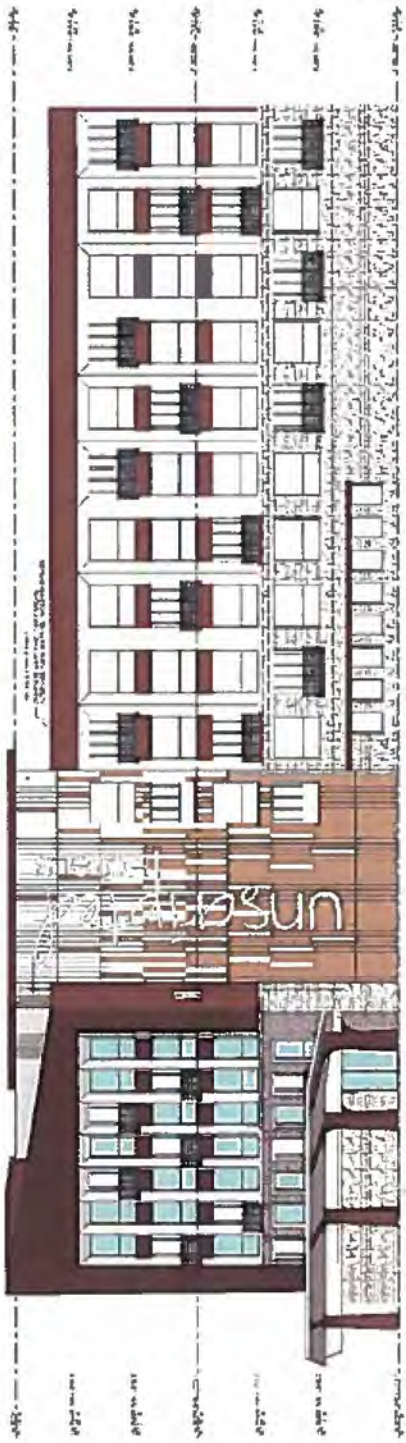
N **NEWSTREAM**
COMMERCIAL

Architect: B. J. Dwyer, Principal Designer: J. Dwyer



NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	1.00	CU YD
2	STEEL	1.00	TON
3	GLASS	1.00	SQ FT
4	PAINT	1.00	GAL
5	LANDSCAPING	1.00	SQ FT

1 BUILDING 1 - ELEVATION - EAST



NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	1.00	CU YD
2	STEEL	1.00	TON
3	GLASS	1.00	SQ FT
4	PAINT	1.00	GAL
5	LANDSCAPING	1.00	SQ FT

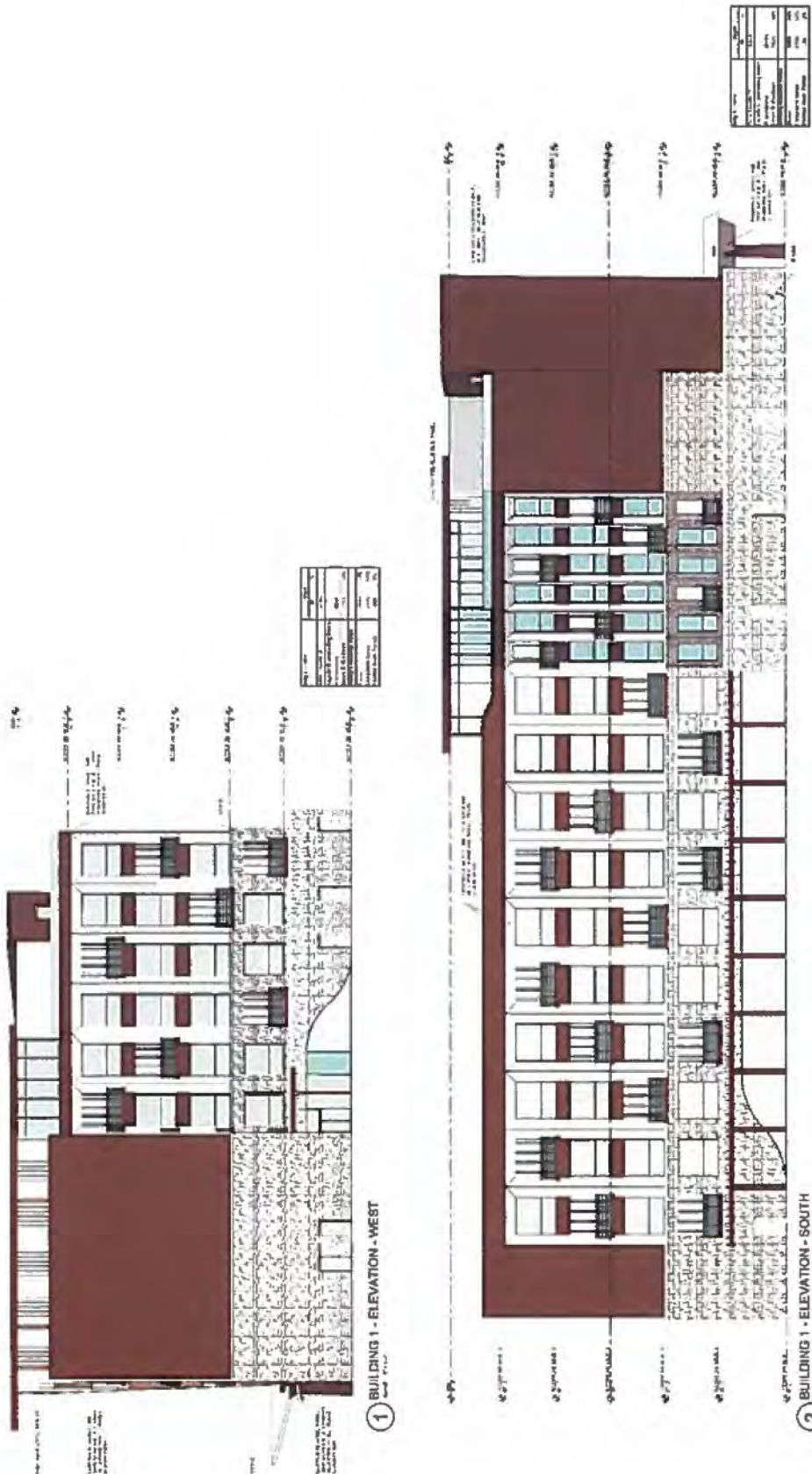
2 BUILDING 1 - ELEVATION - NORTH

NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES.
2. SEE ARCHITECTURAL SPECIFICATIONS FOR CONSTRUCTION DETAILS.
3. SEE ARCHITECTURAL SPECIFICATIONS FOR SCHEDULE OF WORK.

unscripted
HOTELS

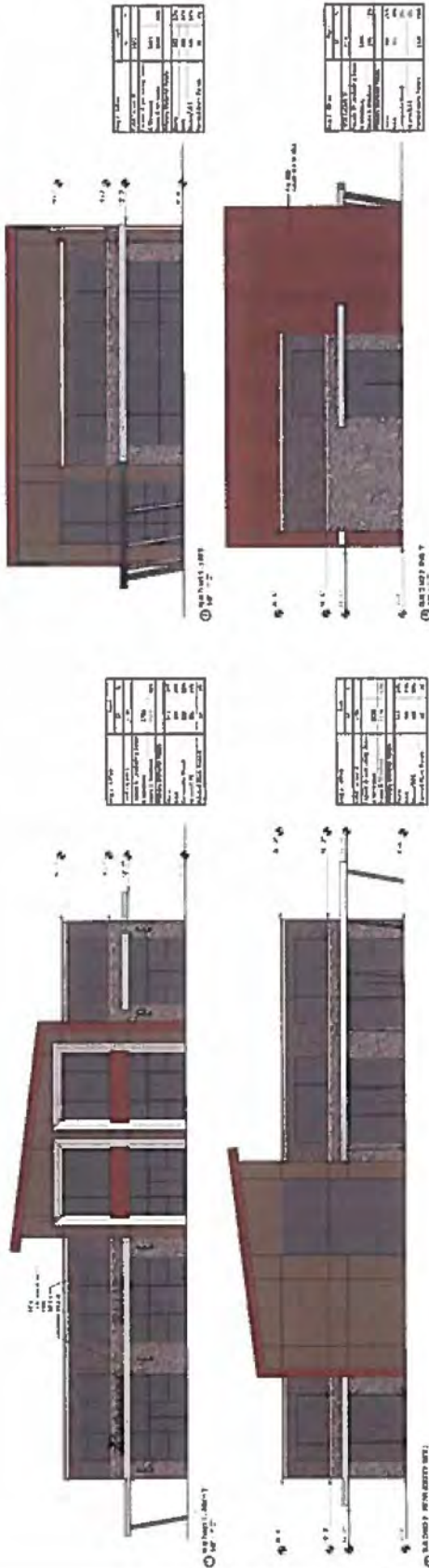
NEWSTREAM
COMMERCIAL

Attachment B-1: Design Internal Drawings - 1/1/2020



unscripted Hotels
N **NEWSTREAM** COMMERCIAL

Attachment B111: Building Permit/Construction Package

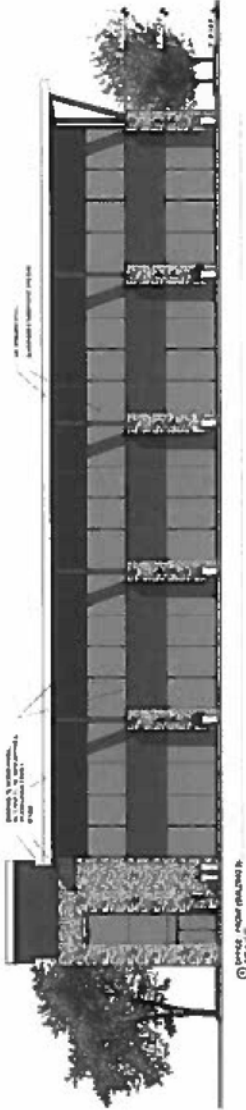


THESE DRAWINGS ARE PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION. THE SUBJECT'S PLANS AND SPECIFICATIONS ARE SUBJECT TO APPROVAL BY THE COUNTY WITH ALL APPLICABLE TOWN REGULATIONS.



N NEWSTREAM
COMMERCIAL

Attachment B (1) Single-Family Residential Permitting



Item	Quantity	Unit	Price
1.00	1.00	Sq. Ft.	1.00
2.00	1.00	Sq. Ft.	1.00
3.00	1.00	Sq. Ft.	1.00
4.00	1.00	Sq. Ft.	1.00
5.00	1.00	Sq. Ft.	1.00
6.00	1.00	Sq. Ft.	1.00
7.00	1.00	Sq. Ft.	1.00
8.00	1.00	Sq. Ft.	1.00
9.00	1.00	Sq. Ft.	1.00
10.00	1.00	Sq. Ft.	1.00

Item	Quantity	Unit	Price
1.00	1.00	Sq. Ft.	1.00
2.00	1.00	Sq. Ft.	1.00
3.00	1.00	Sq. Ft.	1.00
4.00	1.00	Sq. Ft.	1.00
5.00	1.00	Sq. Ft.	1.00
6.00	1.00	Sq. Ft.	1.00
7.00	1.00	Sq. Ft.	1.00
8.00	1.00	Sq. Ft.	1.00
9.00	1.00	Sq. Ft.	1.00
10.00	1.00	Sq. Ft.	1.00

Item	Quantity	Unit	Price
1.00	1.00	Sq. Ft.	1.00
2.00	1.00	Sq. Ft.	1.00
3.00	1.00	Sq. Ft.	1.00
4.00	1.00	Sq. Ft.	1.00
5.00	1.00	Sq. Ft.	1.00
6.00	1.00	Sq. Ft.	1.00
7.00	1.00	Sq. Ft.	1.00
8.00	1.00	Sq. Ft.	1.00
9.00	1.00	Sq. Ft.	1.00
10.00	1.00	Sq. Ft.	1.00

Item	Quantity	Unit	Price
1.00	1.00	Sq. Ft.	1.00
2.00	1.00	Sq. Ft.	1.00
3.00	1.00	Sq. Ft.	1.00
4.00	1.00	Sq. Ft.	1.00
5.00	1.00	Sq. Ft.	1.00
6.00	1.00	Sq. Ft.	1.00
7.00	1.00	Sq. Ft.	1.00
8.00	1.00	Sq. Ft.	1.00
9.00	1.00	Sq. Ft.	1.00
10.00	1.00	Sq. Ft.	1.00

Item	Quantity	Unit	Price
1.00	1.00	Sq. Ft.	1.00
2.00	1.00	Sq. Ft.	1.00
3.00	1.00	Sq. Ft.	1.00
4.00	1.00	Sq. Ft.	1.00
5.00	1.00	Sq. Ft.	1.00
6.00	1.00	Sq. Ft.	1.00
7.00	1.00	Sq. Ft.	1.00
8.00	1.00	Sq. Ft.	1.00
9.00	1.00	Sq. Ft.	1.00
10.00	1.00	Sq. Ft.	1.00

NOTES:
 1. SEE SPECIFICATIONS FOR MATERIALS AND FINISHES.
 2. SEE SPECIFICATIONS FOR CONSTRUCTION METHODS.
 3. SEE SPECIFICATIONS FOR SCHEDULING.
 4. SEE SPECIFICATIONS FOR QUALITY CONTROL.
 5. SEE SPECIFICATIONS FOR SAFETY.
 6. SEE SPECIFICATIONS FOR ENVIRONMENTAL PROTECTION.
 7. SEE SPECIFICATIONS FOR COMMUNITY IMPROVEMENT.
 8. SEE SPECIFICATIONS FOR HISTORIC PRESERVATION.
 9. SEE SPECIFICATIONS FOR CULTURAL RESOURCES.
 10. SEE SPECIFICATIONS FOR ARCHITECTURAL INTEGRITY.

NEWSTREAM
COMMERCIAL

Submitted By: Lohr Project Development Partner



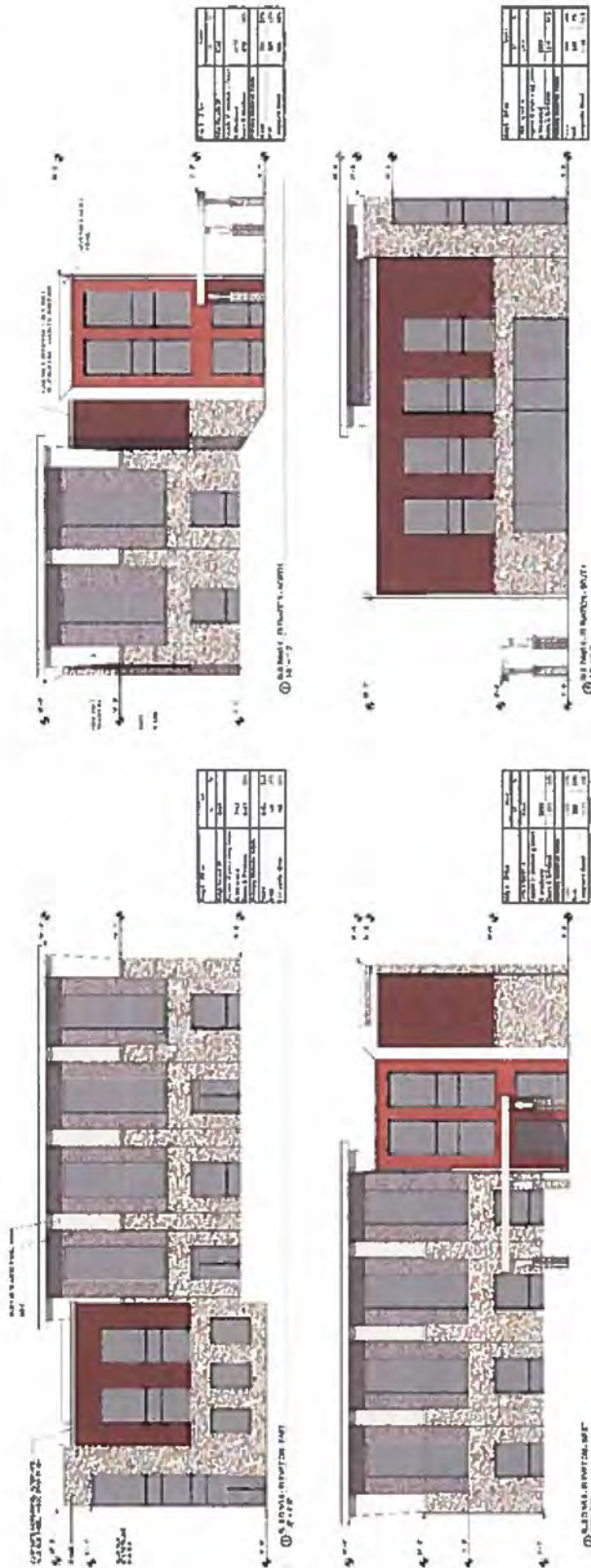
OFFICE HOURS

NOTE: SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS EXCEPT THE HOTEL SIGNAGE DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.



N **NEWSTREAM**
COMMERCIAL

Attachment 6 - 2023 Design Review Display - 1 Page



NOTE: SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS EXCEPT THE HOTEL SIGNAGE DEPICTED ON THE SUBJECT SITE PLAN/REVISIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.



3D RENDERING

NEWSTREAM
COMMERCIAL

Manufactured by: Jeld-Wen, Inc. All Rights Reserved

COMPOSITE WOOD PANEL

PRODEMA - PRODEX

MAINTENANCE FREE NATURAL WOOD PANEL SYSTEM

- CREAM
- RUSTIK
- DEEP BROWN
- NUX



STONE

CORONADO STONE PRODUCTS

FRENCH COUNTRY VILLA SERIES

- CHAMPAGNE
- BORDEAUX



FIBER CEMENT WALL PANELS

NICHIA ROUGHSAWN

- ESPRESSO
- TOBACCO
- SMOKE



DR-DESIGN ALUMINUM PANEL SYSTEM

FACTORY PAINTED ALUMINUM PANELS

- COPPER WIRE
- CHAMPAGNE

ALTERNATE

WOOD GRAIN FINISH



BRICK

OLD TEXAS BRICK

- PURPLE OAK
- SILVER PORT



STUCCO / EIFS

PARREX USA

- IVORY
- MOONSTONE
- TUMBLEWEED
- MOUNTAIN
- SWEET GRASS
- CAVERN



STOREFRONT SYSTEM

- CLEAR ANODIZED ALUMINUM
- CLEAR GLAZING
- LIGHT GRAY GLAZING



EXPOSED STRUCTURE

- GALVANIZED STEEL




STANDING BEAM ROOF SYSTEM

- MBCI SUPERLOK WITH 2" VERTICAL RIB

SCREENING

- MBCI 7.2 PANEL
- ARTISAN 12" FLAT PANEL

MBCI STANDARD COLORS




NEWSTREAM
COMMERCIAL





TOWN COUNCIL AGENDA ITEM NO. 26

REGULAR ITEM

DATE: December 17, 2018

FROM: Andrea Roy, Economic Development Director

ITEM: **Presentation and discussion of Tax Increment Reinvestment Zone (TIRZ) Feasibility Study for Lakeside Village.**

BACKGROUND INFORMATION: In conjunction with the zoning application for the Lakeside Village development (32-acre mixed-use development) in fall 2017, Realty Capital requested the Town's consideration of the creation of a potential Tax Increment Reinvestment Zone (TIRZ) to assist in the acceleration of development of Lakeside Village, funding the estimated \$20,550,727 in public infrastructure costs and amenities. Lakeside Village received zoning approval on April 16, 2018, and Town Council discussed the TIRZ request during their Strategic Planning Session in July, where the process, costs, benefits, etc. of a TIRZ, were evaluated.

Based on Council's direction from the Strategic Planning Session, on August 6, 2018, the Town enlisted the services of Hawes Hill & Associates (after a full RFP process) to conduct a TIRZ Feasibility Study to determine if the proposed project would be suitable for TIRZ assistance. The subject Study is the result of this effort, taking into account the types of uses to be constructed in Lakeside Village, when they will be constructed, and their estimated taxable value. Based on these factors, projected Town and County revenues from future property taxes are represented.

Total projected revenues of the Lakeside Village development are provided based on two scenarios; 1) the project being fully developed as proposed by the developer; and 2) if the project were to be only partially developed. The partial build-out scenario is included to represent how the occurrence of a significant economic downturn would impact revenues. Under the full build out scenario, three options showing various participation rates were applied to show how the different levels of Town and County participation will impact revenues. Option 1 estimates the Town/County each contributing 50% of their tax revenue to the TIRZ, Option 2 estimates Town/County contributing 75%/50%, and Option 3 estimates the Town/County each contributing 75% to the TIRZ. Table 9 and 10 on page 10 of the Study provide a side-by-side summary comparison of the various scenarios and options. These tables indicate that the lowest projected total TIRZ revenue over the 20-year period is \$71,490,150, while the highest projected total TIRZ revenue over the 20-year period is \$107,235,225. Based on these estimated revenues, a TIRZ would have the ability to fund the requested public infrastructure and amenities.

Lastly, at the Town's request, Hawes Hill provided a recommended approach to funding the public infrastructure improvements based on their extensive involvement in TIRZ Districts throughout the State. Staff directed the consultant to analyze financing options that would protect the financial interests of the Town, while providing the funding to the developer as early as possible. Under the proposed approach, the developer would initially fund all project costs and then be reimbursed by the revenues generated in the TIRZ; bonds could be issued, if so desired, once property values reach a level that would cover the debt payments. It is estimated that bonds could be sold within 3-4 years of the project commencing. If Council desires to pursue possible creation of a TIRZ, it is Staff's recommendation that further discussions surrounding this approach occur with the Town's Bond Counsel, Financial Advisor, and the Developer, to determine if this approach and/or a form of this approach, is also feasible for the developer and their lending institutions.

Naina Magon with Hawes Hill & Associates will present the Study and be available for questions during the Town Council Meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Lakeside Village TIRZ Feasibility Analysis

DRAFT MOTION: Staff is seeking Council feedback and direction related to the possible creation of a TIRZ District. No formal action is required.



Lakeside Village Town of Flower Mound, Texas

TIRZ Feasibility Analysis

December 12, 2018

INTRODUCTION

Hawes Hill and Associates was tasked by the Town of Flower Mound to look at the financial feasibility of establishing a Tax Increment Reinvestment Zone (TIRZ) for the proposed Lakeside Village development. This analysis evaluates the feasibility of the development and establishes whether a reinvestment zone is appropriate/feasible in meeting the community’s objectives.

LAKESIDE VILLAGE DEVELOPMENT

The Lakeside Village development is a mixed use development located south of Lakeside DFW adjacent to Lake Grapevine. The development will include villa homes, high density residential including lofts, office space, restaurants, retail and hotel uses. Amenities will include a naturally formed amphitheater, boardwalk and trails. Upon build out, the development is projected to be valued over \$1.5 billion.

The site is currently vacant and lacks the necessary infrastructure to support the proposed development. For development of Lakeside Village to occur, approximately \$34 million in infrastructure improvements, including public parking garages, are needed. The developer would like the TIRZ to fund approximately \$20.5 million of public infrastructure improvements, while Lakeside would pay for the other \$13.1 million. Project costs proposed to be funded by the TIRZ are shown in Table 1. Projects to be funded by the developer are shown in Table 2.

Table 1 - Projects Proposed to be Funded by the TIRZ

Infrastructure Costs	
Street Excavation	\$414,589
Wastewater System	\$406,302
Storm Drainage Detention	\$4,713,561
Water Distribution System	\$728,800
Paving	\$2,734,603
Miscellaneous Items	\$771,934
Sub Total	\$9,769,789
Professional Fees	\$1,465,469
Contingencies	\$1,465,469
Sub Total Infrastructure	\$12,700,727
Amenities	
Landscaping	\$600,000
Irrigation	\$300,000
Public Art	\$400,000
Site Furniture	\$100,000
Fountain	\$200,000
Waterfall and other Amenities	\$750,000
Public Parking Garage	\$5,500,000
Amenities Sub Total	\$7,850,000
Total	\$20,550,727

PROJECT UNDERSTANDING

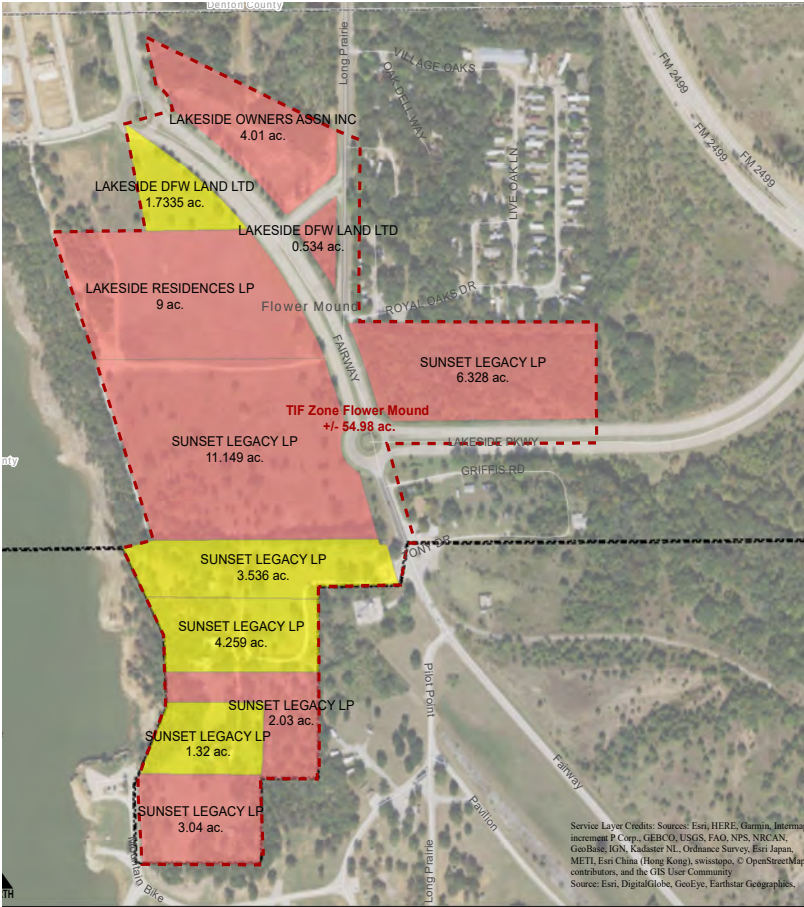


Table 2 - Infrastructure to be Funded by the Developer

Project	Cost
Parking Garage (Restaurant)	\$7,500,000
Parking Garage Landscaping/Park	\$500,000
Clubhouse	\$1,000,000
Community Garden	\$500,000
Infrastructure (Overage)	\$1,240,000
Amphitheater	\$500,000
Restaurant Common Area	\$1,000,000
Boardwalk & Landscaping	\$650,000
Sunset Point Improvements	\$250,000
Total	\$13,140,000

Lakeside Village Development



LAKESIDE VILLAGE VALUE & REVENUES

Scenario A - Complete Build Out

In evaluating the financial feasibility of the development two scenarios were generated, one that assumes complete build out of the site and the other that assumes partial build out. Value and revenues were estimated over a 20 year time frame. In addition to the two scenarios, three options were identified under Scenario A that differ based on levels of participation by the taxing entities.

SCENARIO A - COMPLETE BUILD OUT:

Build Out and Value Assumptions:

- ❖ The number of units, square footage and values used as part of this analysis were provided by the developer
- ❖ Assumes complete build-out of the site as shown in Table 3
- ❖ Total value upon build out is estimated to be \$1.5 billion
- ❖ Includes the following uses:
 - ★ 875 Residential Units
 - ★ Three hotels, 395 hotel rooms
 - ★ 480,000 square feet of commercial development
- ❖ Natural growth of property value upon build out is established as three percent
- ❖ Assumes residential units will be owner occupied
- ❖ Exemptions: 2.5% homestead exemption for the Town, and assumes 5% of residential units will have a senior exemption for the Town and County

Table 3

Project Number	Project	Residential (No. of Units)	Hotel (Rooms)	Commercial (SF)	Valuation	Year of Completion (Jan 1)
3	8 Villa Homes adj. to Lakeside Tower	8			\$8,800,000	2021
5	28 Villa Homes	29			\$40,600,000	2021
4	11 Villa Homes	11			\$15,400,000	2022
7	Residential and Retail	16		12,000	\$15,000,000	2022
13	3 Restaurants				\$18,000,000	2022
18	Luxury Residential Tower	240			\$275,000,000	2022
6	23 Villa Homes	23			\$32,200,000	2023
8	Residential and Retail	2		8,000	\$6,000,000	2023
11	Hotel - Community Lawn		150		\$75,000,000	2023
12	Retail in Fine Arts			8,000	\$3,600,000	2024
14	4 Restaurants				\$24,000,000	2024
2	East Hotel		120		\$38,400,000	2025
17	Luxury Residential Tower	241			\$286,000,000	2025
10	Retail in Office Tower			10,000	\$4,500,000	2027
9	Office Tower			300,000	\$135,000,000	2027
16	Luxury Residential Tower	230			\$276,000,000	2028
1	East Office Building			100,000	\$35,000,000	2029
15	Boutique Condo/Hotel	75	125		\$225,000,000	2030

Table 4 - Value and Revenue, Lakeside Village, Complete Build Out, Option 1

Tax Year	Projected Value		Projected Revenue							
	Town County		Tax Year	Coll Year	Town Tax Rate	Town Participation (50%)	County Tax Rate	County TIRZ Participation (50%)	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects
	Total Projected Valuation	Total Projected Valuation								
2018	\$ -	\$ -	2018	2019	0.439		0.234	\$ -	\$ -	
2019	\$ -	\$ -	2019	2020	0.439		0.234	\$ -	\$ -	\$ -
2020	\$ -	\$ -	2020	2021	0.439		0.234	\$ -	\$ -	\$ -
2021	\$ 47,980,000	\$ 49,307,500	2021	2022	0.439	\$ 103,210	0.234	\$ 56,536	\$ 159,746	\$ 159,746
2022	\$ 362,595,000	\$ 372,065,000	2022	2023	0.439	\$ 779,978	0.234	\$ 426,610	\$ 1,206,588	\$ 1,366,334
2023	\$ 474,805,000	\$ 485,202,500	2023	2024	0.439	\$ 1,021,353	0.234	\$ 556,333	\$ 1,577,686	\$ 2,944,020
2024	\$ 502,405,000	\$ 512,802,500	2024	2025	0.439	\$ 1,080,723	0.234	\$ 587,979	\$ 1,668,703	\$ 4,612,723
2025	\$ 818,450,000	\$ 836,600,000	2025	2026	0.439	\$ 1,760,568	0.234	\$ 959,246	\$ 2,719,813	\$ 7,332,536
2026	\$ 818,450,000	\$ 836,600,000	2026	2027	0.439	\$ 1,760,568	0.234	\$ 959,246	\$ 2,719,813	\$ 10,052,349
2027	\$ 957,950,000	\$ 976,100,000	2027	2028	0.439	\$ 2,060,646	0.234	\$ 1,119,196	\$ 3,179,843	\$ 13,232,192
2028	\$ 1,225,850,000	\$ 1,251,500,000	2028	2029	0.439	\$ 2,636,926	0.234	\$ 1,434,970	\$ 4,071,896	\$ 17,304,088
2029	\$ 1,260,850,000	\$ 1,286,500,000	2029	2030	0.439	\$ 2,712,214	0.234	\$ 1,475,101	\$ 4,187,315	\$ 21,491,403
2030	\$ 1,481,725,000	\$ 1,511,312,500	2030	2031	0.439	\$ 3,187,339	0.234	\$ 1,732,871	\$ 4,920,210	\$ 26,411,613
2031	\$ 1,526,308,000	\$ 1,556,717,500	2031	2032	0.439	\$ 3,283,241	0.234	\$ 1,784,932	\$ 5,068,173	\$ 31,479,786
2032	\$ 1,572,228,490	\$ 1,603,484,650	2032	2033	0.439	\$ 3,382,021	0.234	\$ 1,838,555	\$ 5,220,576	\$ 36,700,362
2033	\$ 1,619,526,595	\$ 1,651,654,815	2033	2034	0.439	\$ 3,483,764	0.234	\$ 1,893,787	\$ 5,377,551	\$ 42,077,913
2034	\$ 1,668,243,643	\$ 1,701,270,084	2034	2035	0.439	\$ 3,588,559	0.234	\$ 1,950,676	\$ 5,539,235	\$ 47,617,148
2035	\$ 1,718,422,202	\$ 1,752,373,811	2035	2036	0.439	\$ 3,696,498	0.234	\$ 2,009,272	\$ 5,705,770	\$ 53,322,918
2036	\$ 1,770,106,118	\$ 1,805,010,651	2036	2037	0.439	\$ 3,807,675	0.234	\$ 2,069,625	\$ 5,877,300	\$ 59,200,219
2037	\$ 1,823,340,551	\$ 1,859,226,595	2037	2038	0.439	\$ 3,922,188	0.234	\$ 2,131,789	\$ 6,053,977	\$ 65,254,196
2038	\$ 1,878,172,018	\$ 1,915,069,018	2038	2039	0.439	\$ 4,040,136	0.234	\$ 2,195,818	\$ 6,235,954	\$ 71,490,150
					\$ 46,307,607		\$ 25,182,543		\$ 71,490,150	

SCENARIO A - COMPLETE BUILD OUT
OPTION 1

Revenue Assumptions:

- ❖ Town will participate at 50% of its tax rate
- ❖ County will participate at 50% of its tax rate
- ❖ Assumes a 98% collection rate

Highlights:

- ❖ Total value upon build out is estimated to be \$1.5 billion
- ❖ Taxable value is projected to equal over \$1.8 billion by the Year 2038
- ❖ Cumulative revenues over the life of the Zone are projected to equal \$71.5 million
 - ★ Cumulative Town revenues are projected to equal \$46.3 million
 - ★ Cumulative County revenues are projected to equal \$25.2 million
- ❖ Over the life of the TIRZ, the Town would retain \$46.3 million of revenues not pledged to the Zone, while the County would retain \$25.2 million

Table 5 - Value and Revenue, Lakeside Village, Complete Build Out, Option 2

Tax Year	Projected Value		Projected Revenue							
	Town County		Tax Year	Coll Year	Town Tax Rate	Town Participation (75%)	County Tax Rate	County TIRZ Participation (50%)	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects
	Total Projected Valuation	Total Projected Valuation								
2018	\$ -	\$ -	2018	2019	0.439		0.234	\$ -	\$ -	
2019	\$ -	\$ -	2019	2020	0.439		0.234	\$ -	\$ -	\$ -
2020	\$ -	\$ -	2020	2021	0.439		0.234	\$ -	\$ -	\$ -
2021	\$ 47,980,000	\$ 49,307,500	2021	2022	0.439	\$ 154,815	0.234	\$ 56,536	\$ 211,351	\$ 211,351
2022	\$ 362,595,000	\$ 372,065,000	2022	2023	0.439	\$ 1,169,967	0.234	\$ 426,610	\$ 1,596,577	\$ 1,807,928
2023	\$ 474,805,000	\$ 485,202,500	2023	2024	0.439	\$ 1,532,030	0.234	\$ 556,333	\$ 2,088,363	\$ 3,896,290
2024	\$ 502,405,000	\$ 512,802,500	2024	2025	0.439	\$ 1,621,085	0.234	\$ 587,979	\$ 2,209,064	\$ 6,105,355
2025	\$ 818,450,000	\$ 836,600,000	2025	2026	0.439	\$ 2,640,852	0.234	\$ 959,246	\$ 3,600,097	\$ 9,705,452
2026	\$ 818,450,000	\$ 836,600,000	2026	2027	0.439	\$ 2,640,852	0.234	\$ 959,246	\$ 3,600,097	\$ 13,305,549
2027	\$ 957,950,000	\$ 976,100,000	2027	2028	0.439	\$ 3,090,969	0.234	\$ 1,119,196	\$ 4,210,166	\$ 17,515,715
2028	\$ 1,225,850,000	\$ 1,251,500,000	2028	2029	0.439	\$ 3,955,389	0.234	\$ 1,434,970	\$ 5,390,359	\$ 22,906,074
2029	\$ 1,260,850,000	\$ 1,286,500,000	2029	2030	0.439	\$ 4,068,322	0.234	\$ 1,475,101	\$ 5,543,423	\$ 28,449,496
2030	\$ 1,481,725,000	\$ 1,511,312,500	2030	2031	0.439	\$ 4,781,008	0.234	\$ 1,732,871	\$ 6,513,879	\$ 34,963,375
2031	\$ 1,526,308,000	\$ 1,556,717,500	2031	2032	0.439	\$ 4,924,862	0.234	\$ 1,784,932	\$ 6,709,794	\$ 41,673,169
2032	\$ 1,572,228,490	\$ 1,603,484,650	2032	2033	0.439	\$ 5,073,031	0.234	\$ 1,838,555	\$ 6,911,587	\$ 48,584,756
2033	\$ 1,619,526,595	\$ 1,651,654,815	2033	2034	0.439	\$ 5,225,645	0.234	\$ 1,893,787	\$ 7,119,433	\$ 55,704,189
2034	\$ 1,668,243,643	\$ 1,701,270,084	2034	2035	0.439	\$ 5,382,838	0.234	\$ 1,950,676	\$ 7,333,515	\$ 63,037,703
2035	\$ 1,718,422,202	\$ 1,752,373,811	2035	2036	0.439	\$ 5,544,747	0.234	\$ 2,009,272	\$ 7,554,019	\$ 70,591,722
2036	\$ 1,770,106,118	\$ 1,805,010,651	2036	2037	0.439	\$ 5,711,513	0.234	\$ 2,069,625	\$ 7,781,138	\$ 78,372,860
2037	\$ 1,823,340,551	\$ 1,859,226,595	2037	2038	0.439	\$ 5,883,282	0.234	\$ 2,131,789	\$ 8,015,071	\$ 86,387,931
2038	\$ 1,878,172,018	\$ 1,915,069,018	2038	2039	0.439	\$ 6,060,204	0.234	\$ 2,195,818	\$ 8,256,022	\$ 94,643,953
						\$ 69,461,410		\$ 25,182,543	\$ 94,643,953	

SCENARIO A - COMPLETE BUILD OUT
OPTION 2

Revenue Assumptions:

- ❖ Town will participate at 75% of its tax rate
- ❖ County will participate at 50% of its tax rate
- ❖ Assumes a 98% collection rate

Highlights:

- ❖ Total value upon build out is estimated to be \$1.5 billion
- ❖ Taxable value is projected to equal over \$1.8 billion by the Year 2038
- ❖ Cumulative revenues over the life of the Zone are projected to equal \$94.7 million
 - ★ Cumulative Town revenues are projected to equal \$69.5 million
 - ★ Cumulative County revenues are projected to equal \$25.2 million
- ❖ Over the life of the TIRZ, the Town would retain \$23.2 million of revenues not pledged to the Zone, while the County would retain \$25.2 million

Table 6 - Value and Revenue, Lakeside Village, Complete Build Out, Option 3

Tax Year	Projected Value		Projected Revenue							
	Town County		Tax Year	Coll Year	Town Tax Rate	Town Participation (75%)	County Tax Rate	Town TIRZ Participation (75%)	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects
	Total Projected Valuation	Total Projected Valuation								
2018	\$ -	\$ -	2018	2019	0.439		0.234	\$ -	\$ -	
2019	\$ -	\$ -	2019	2020	0.439		0.234	\$ -	\$ -	\$ -
2020	\$ -	\$ -	2020	2021	0.439		0.234	\$ -	\$ -	\$ -
2021	\$ 47,980,000	\$ 49,307,500	2021	2022	0.439	\$ 154,815	0.234	\$ 84,804	\$ 239,619	\$ 239,619
2022	\$ 362,595,000	\$ 372,065,000	2022	2023	0.439	\$ 1,169,967	0.234	\$ 639,915	\$ 1,809,882	\$ 2,049,500
2023	\$ 474,805,000	\$ 485,202,500	2023	2024	0.439	\$ 1,532,030	0.234	\$ 834,500	\$ 2,366,529	\$ 4,416,030
2024	\$ 502,405,000	\$ 512,802,500	2024	2025	0.439	\$ 1,621,085	0.234	\$ 881,969	\$ 2,503,054	\$ 6,919,084
2025	\$ 818,450,000	\$ 836,600,000	2025	2026	0.439	\$ 2,640,852	0.234	\$ 1,438,868	\$ 4,079,720	\$ 10,998,804
2026	\$ 818,450,000	\$ 836,600,000	2026	2027	0.439	\$ 2,640,852	0.234	\$ 1,438,868	\$ 4,079,720	\$ 15,078,524
2027	\$ 957,950,000	\$ 976,100,000	2027	2028	0.439	\$ 3,090,969	0.234	\$ 1,678,794	\$ 4,769,764	\$ 19,848,288
2028	\$ 1,225,850,000	\$ 1,251,500,000	2028	2029	0.439	\$ 3,955,389	0.234	\$ 2,152,455	\$ 6,107,844	\$ 25,956,131
2029	\$ 1,260,850,000	\$ 1,286,500,000	2029	2030	0.439	\$ 4,068,322	0.234	\$ 2,212,651	\$ 6,280,973	\$ 32,237,104
2030	\$ 1,481,725,000	\$ 1,511,312,500	2030	2031	0.439	\$ 4,781,008	0.234	\$ 2,599,306	\$ 7,380,314	\$ 39,617,419
2031	\$ 1,526,308,000	\$ 1,556,717,500	2031	2032	0.439	\$ 4,924,862	0.234	\$ 2,677,398	\$ 7,602,260	\$ 47,219,679
2032	\$ 1,572,228,490	\$ 1,603,484,650	2032	2033	0.439	\$ 5,073,031	0.234	\$ 2,757,833	\$ 7,830,864	\$ 55,050,543
2033	\$ 1,619,526,595	\$ 1,651,654,815	2033	2034	0.439	\$ 5,225,645	0.234	\$ 2,840,681	\$ 8,066,327	\$ 63,116,870
2034	\$ 1,668,243,643	\$ 1,701,270,084	2034	2035	0.439	\$ 5,382,838	0.234	\$ 2,926,014	\$ 8,308,853	\$ 71,425,723
2035	\$ 1,718,422,202	\$ 1,752,373,811	2035	2036	0.439	\$ 5,544,747	0.234	\$ 3,013,908	\$ 8,558,655	\$ 79,984,377
2036	\$ 1,770,106,118	\$ 1,805,010,651	2036	2037	0.439	\$ 5,711,513	0.234	\$ 3,104,438	\$ 8,815,951	\$ 88,800,328
2037	\$ 1,823,340,551	\$ 1,859,226,595	2037	2038	0.439	\$ 5,883,282	0.234	\$ 3,197,684	\$ 9,080,966	\$ 97,881,294
2038	\$ 1,878,172,018	\$ 1,915,069,018	2038	2039	0.439	\$ 6,060,204	0.234	\$ 3,293,727	\$ 9,353,931	\$ 107,235,225
						\$ 69,461,410		\$ 37,773,815	\$ 107,235,225	

SCENARIO A - COMPLETE BUILD OUT
OPTION 3

Revenue Assumptions:

- ❖ Town will participate at 75% of its tax rate
- ❖ County will participate at 75% of its tax rate
- ❖ Assumes a 98% collection rate

Highlights:

- ❖ Total value upon build out is estimated to be \$1.5 billion
- ❖ Taxable value is projected to equal over \$1.8 billion by the Year 2038
- ❖ Cumulative revenues over the life of the Zone are projected to equal \$107.3 million
 - ★ Cumulative Town revenues are projected to equal \$69.5 million
 - ★ Cumulative County revenues are projected to equal \$37.8 million
- ❖ Over the life of the TIRZ, the Town would retain \$23.2 million of revenues not pledged to the Zone, while the County would retain \$12.6 million

LAKESIDE VILLAGE VALUE & REVENUES

Scenario B - Partial Build Out

SCENARIO B - PARTIAL BUILD OUT:

Build Out and Value Assumptions:

- ❖ The number of units, square footage and values used as part of this analysis were provided by the developer
- ❖ Assumes partial build-out of the site as shown in Table 7
- ❖ Total value upon build out is estimated to be \$977.5 million
- ❖ Includes the following uses:
 - ★ 570 Residential Units
 - ★ Two hotels, 270 hotel rooms
 - ★ 380,000 square feet of commercial space
- ❖ Natural growth of property value upon build out is established as three percent
- ❖ Assumes residential units will be owner occupied
- ❖ Exemptions: 2.5% homestead exemption for the Town, and assumes 5% of residential units will have a senior exemption for the Town and County

Revenue Assumptions:

- ❖ Town will participate at 75% of its tax rate
- ❖ County will participate at 75% of its tax rate
- ❖ Assumes a 98% collection rate

Table 7

Project Number	Project	Residential (No. of Units)	Hotel (Rooms)	Commercial (SF)	Valuation	Year of Completion (Jan 1)
3	8 Villa Homes adj. to Lakeside Tower	8			\$8,800,000	2021
5	28 Villa Homes	29			\$40,600,000	2021
4	11 Villa Homes	11			\$ 15,400,000	2022
7	Residential and Retail	16		12,000	\$ 15,000,000	2022
13	3 Restaurants				\$ 18,000,000	2022
18	Luxury Residential Tower	240			\$275,000,000	2022
6	23 Villa Homes	23			\$32,200,000	2023
8	Residential and Retail	2		8,000	\$ 6,000,000	2023
11	Hotel - Community Lawn		150		\$75,000,000	2023
12	Retail in Fine Arts			8,000	\$3,600,000	2024
14	4 Restaurants				\$24,000,000	2024
2	East Hotel		120		\$38,400,000	2025
17	Luxury Residential Tower	241			\$286,000,000	2025
10	Retail in Office Tower			10,000	\$4,500,000	2027
9	Office Tower			300,000	\$135,000,000	2027
Total					\$977,500,000	

Table 8- Value and Revenue, Lakeside Village, Partial Build Out

Tax Year	Projected Value		Projected Revenue							
	Town County		Tax Year	Coll Year	Town Tax Rate	Town Participation (75%)	County Tax Rate	County TIRZ Participation (75%)	Total TIRZ Revenues Available for Projects	Cumulative TIRZ Revenues Available for Projects
	Total Projected Valuation	Total Projected Valuation								
2018	\$ -	\$ -	2018	2019	0.439		0.234	\$ -	\$ -	
2019	\$ -	\$ -	2019	2020	0.439		0.234	\$ -	\$ -	\$ -
2020	\$ -	\$ -	2020	2021	0.439		0.234	\$ -	\$ -	\$ -
2021	\$ 47,980,000	\$ 49,307,500	2021	2022	0.439	\$ 154,815	0.234	\$ 84,804	\$ 239,619	\$ 239,619
2022	\$ 362,545,000	\$ 372,040,000	2022	2023	0.439	\$ 1,169,806	0.234	\$ 639,872	\$ 1,809,677	\$ 2,049,296
2023	\$ 474,755,000	\$ 485,177,500	2023	2024	0.439	\$ 1,531,868	0.234	\$ 834,457	\$ 2,366,325	\$ 4,415,621
2024	\$ 502,355,000	\$ 512,777,500	2024	2025	0.439	\$ 1,620,924	0.234	\$ 881,926	\$ 2,502,850	\$ 6,918,471
2025	\$ 818,400,000	\$ 836,575,000	2025	2026	0.439	\$ 2,640,690	0.234	\$ 1,438,825	\$ 4,079,516	\$ 10,997,987
2026	\$ 818,400,000	\$ 836,575,000	2026	2027	0.439	\$ 2,640,690	0.234	\$ 1,438,825	\$ 4,079,516	\$ 15,077,502
2027	\$ 957,900,000	\$ 976,075,000	2027	2028	0.439	\$ 3,090,808	0.234	\$ 1,678,751	\$ 4,769,559	\$ 19,847,062
2028	\$ 986,722,500	\$ 1,005,400,000	2028	2029	0.439	\$ 3,183,808	0.234	\$ 1,729,187	\$ 4,912,996	\$ 24,760,057
2029	\$ 1,016,409,675	\$ 1,035,604,750	2029	2030	0.439	\$ 3,279,598	0.234	\$ 1,781,137	\$ 5,060,735	\$ 29,820,792
2030	\$ 1,046,987,465	\$ 1,066,715,643	2030	2031	0.439	\$ 3,378,262	0.234	\$ 1,834,644	\$ 5,212,906	\$ 35,033,699
2031	\$ 1,078,482,589	\$ 1,098,759,862	2031	2032	0.439	\$ 3,479,886	0.234	\$ 1,889,757	\$ 5,369,643	\$ 40,403,341
2032	\$ 1,110,922,567	\$ 1,131,765,408	2032	2033	0.439	\$ 3,584,558	0.234	\$ 1,946,523	\$ 5,531,082	\$ 45,934,423
2033	\$ 1,144,335,744	\$ 1,165,761,120	2033	2034	0.439	\$ 3,692,371	0.234	\$ 2,004,993	\$ 5,697,363	\$ 51,631,787
2034	\$ 1,178,751,316	\$ 1,200,776,703	2034	2035	0.439	\$ 3,803,418	0.234	\$ 2,065,216	\$ 5,868,634	\$ 57,500,420
2035	\$ 1,214,199,356	\$ 1,236,842,755	2035	2036	0.439	\$ 3,917,796	0.234	\$ 2,127,246	\$ 6,045,042	\$ 63,545,463
2036	\$ 1,250,710,836	\$ 1,273,990,787	2036	2037	0.439	\$ 4,035,606	0.234	\$ 2,191,137	\$ 6,226,743	\$ 69,772,205
2037	\$ 1,288,317,661	\$ 1,312,253,261	2037	2038	0.439	\$ 4,156,950	0.234	\$ 2,256,944	\$ 6,413,895	\$ 76,186,100
2038	\$ 1,327,052,691	\$ 1,351,663,609	2038	2039	0.439	\$ 4,281,935	0.234	\$ 2,324,726	\$ 6,606,661	\$ 82,792,761
						\$ 53,643,790		\$ 29,148,971	\$ 82,792,761	

SCENARIO B - PARTIAL BUILD OUT:

Highlights:

- ❖ Total value upon build out is estimated to be \$977.5 million
- ❖ Taxable value is projected to equal over \$1.3 billion by the Year 2038
- ❖ Cumulative revenues over the life of the Zone are projected to equal \$82.8 million
 - ★ Cumulative Town revenues are projected to equal \$53.7 million
 - ★ Cumulative County revenues are projected to equal \$29.1 million
- ❖ Over the life of the TIRZ the Town would retain \$17.9 million of revenues not pledged to the Zone, while the County would retain \$9.7 million

SUMMARY

Table 9 - Summary Scenario A - Complete Build Out

	Option 1			Option 2			Option 3		
	Town	County	Total	Town	County	Total	Town	County	Total
Total Revenues Generated (2019-2038)	\$92,615,213	\$50,365,086	\$142,980,299	\$92,615,213	\$50,365,086	\$142,980,299	\$92,615,213	\$50,365,086	\$142,980,299
Revenue Dedicated to TIRZ	\$46,307,607	\$25,182,543	\$71,490,150	\$69,461,410	\$25,182,543	\$94,643,953	\$69,461,410	\$37,773,815	\$107,235,225
Revenue Retained by Jurisdiction	\$46,307,607	\$25,182,543	\$71,490,150	\$23,153,803	\$25,182,543	\$48,336,346	\$23,153,803	\$12,591,272	\$35,745,075
Participation Rate	50%	50%		75%	50%		75%	75%	

Table 10 - Summary Scenario B - Partial Build Out

	Town	County	Total
Total Revenues Generated (2019-2038)	\$71,525,053	\$38,865,294	\$110,390,348
Revenue Dedicated to TIRZ	\$53,643,790	\$29,148,971	\$82,792,761
Revenue Retained by Jurisdiction	\$17,881,263	\$9,716,324	\$27,597,587
Participation Rate	75%	75%	

FEASIBILITY & APPROACH

FEASIBILITY AND APPROACH

Based on values and revenue projections for both scenarios as outlined in the previous tables, revenues generated, even in the partial build out scenario, are sufficient to cover the cost of the proposed infrastructure improvements. Given the feasibility of the project, utilizing a tool like the TIRZ is a viable option for funding public infrastructure improvements associated with the Lakeside Village development.

The recommended approach for funding public infrastructure improvements for this development would be through the creation of a new TIRZ, that encompasses the boundaries of the development, and then fund public infrastructure improvements through incremental revenues generated by the development. Under this approach, the developer would advance funds for project costs and be reimbursed from available tax increment revenues generated from the Zone as provided in an agreement between the Developer, Town and the TIRZ. The Town could issue bonds at the time when the increment from the development is adequate to do so, in order to reimburse the developer at a quicker rate and/or fund additional public infrastructure projects.

This approach allows reimbursement for infrastructure improvements to be tied to incremental revenues generated by the Lakeside Village development, and the issuance of bonds to occur at such time that adequate revenues are available to issue bonds and fund debt service payments.

APPENDIX

Appendix A - Build Out Values

Appendix B- Build Out Schedule - Residential

Appendix B - Build Out Schedule - Commercial

Appendix C - Exemptions and Values

APPENDIX A - BUILD OUT VALUES

Table 11 - Build Out Values

Lakeside Village Building Projects Valuation Assumptions						
Project Number	Use - Details	Quantity (Units, Rooms, Villas, SF)	Value per Quantity	Valuation	Comments	
1	East Office Building	100,000 SF	\$ 350	\$ 35,000,000		
2	East Hotel	120 Rooms	\$ 320,000	\$ 38,400,000		
3	Villa Homes adj. to Lakeside Tower	8 Villas	\$ 1,100,000	\$ 8,800,000	Currently selling townhomes attached to Lakeside Tower for \$1.15 MM (similar size).	
4	Villa Homes	11 Villas	\$ 1,400,000	\$ 15,400,000		
5	Villa Homes	29 Villas	\$ 1,400,000	\$ 40,600,000	The current Lakeside Tower average unit selling price is \$1.6 MM.	
6	Villa Homes	23 Villas	\$ 1,400,000	\$ 32,200,000		
7	Residential and Retail	12,000 SF	\$ 450	\$ 15,000,000	Current Lakeside DFW average retail rent is \$26 NNN. Projecting \$30-\$35 NNN for Lakeside Village retail.	
		16 Units	\$ 1,200,000			
8	Residential and Retail	8,000 SF	\$ 450	\$ 6,000,000		
		2 Units	\$ 400			
9	Office Tower	300,000 SF	\$ 450	\$ 135,000,000	Class A office buildings in top DFW suburban mixed-use prjoects are currently selling at \$450/SF +	
10	Retail in Office Tower	10,000 SF	\$ 450	\$ 4,500,000	Current Lakeside DFW average retail rent is \$26 NNN. Projecting \$30-\$35 NNN for Lakeside Village retail.	
11	Hotel - Community Lawn	150 Rooms	\$ 500,000	\$ 75,000,000	Four star hotel.	
12	Retail in Fine Arts	8,000 SF	\$ 450	\$ 3,600,000	Current Lakeside DFW average retail rent is \$26 NNN. Projecting \$30-\$35 NNN for Lakeside Village retail.	
13	Restaurants	3 Restaurants	\$ 6,000,000	\$ 18,000,000	Projecting \$45-\$50 NNN.	
14	Restaurants	4 Restaurants	\$ 6,000,000	\$ 24,000,000		
15	Boutique Condo/Hotel	75 Units	\$ 2,000,000	\$ 225,000,000	Preeminent project of Lakeside Village. Exclusive luxury condos and four to five star hotel.	
		125 Rooms	\$ 600,000			
16	Luxury Residential Tower	230 Units	\$ 1,200,000	\$ 276,000,000	Lakeside Tower current average unit selling price is \$1.6 MM: the average unit size in these buildings will be slightly smaller than Lakeside Tower.	
17	Luxury Residential Tower	241 Units	\$ 1,100,000	\$ 286,000,000		
18	Luxury Residential Tower	240 Units	\$ 1,000,000	\$ 275,000,000		
Total			\$	1,513,500,000		

Table 11 identifies units, square footage, values and timing for each phase of the development as provided by the Developer. These build out values were used in developing the revenue schedules included in this report, however the actual timing of build out was modified to account for any delays in the project.

Below are values per building square foot for other retail, mixed use and office developments in the Dallas Fort Worth area.

- ❖ Retail - \$220-\$310/SF
- ❖ Mixed Use - \$280-\$350/SF
- ❖ Office (Class A) - \$250-\$350/SF

Lakeside Village Buildout Timeline and Valuation											
Date		1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Project Number		Lakeside Village New Buildings									
1	East Office Building									\$	35,000,000
2	East Hotel							\$	38,400,000	\$	38,400,000
3	8 Villa Homes adj. to Lakeside Tower				\$ 8,800,000	\$ 8,800,000	\$ 8,800,000	\$ 8,800,000	\$ 8,800,000	\$ 8,800,000	\$ 8,800,000
4	11 Villa Homes					\$ 15,400,000	\$ 15,400,000	\$ 15,400,000	\$ 15,400,000	\$ 15,400,000	\$ 15,400,000
5	29 Villa Homes				\$ 40,600,000	\$ 40,600,000	\$ 40,600,000	\$ 40,600,000	\$ 40,600,000	\$ 40,600,000	\$ 40,600,000
6	23 Villa Homes					\$ 32,200,000	\$ 32,200,000	\$ 32,200,000	\$ 32,200,000	\$ 32,200,000	\$ 32,200,000
7	Residential and Retail					\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000
8	Residential and Retail						\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000
9	Office Tower								\$ 135,000,000	\$ 135,000,000	\$ 135,000,000
10	Retail in Office Tower								\$ 4,500,000	\$ 4,500,000	\$ 4,500,000
11	Hotel - Community Lawn						\$ 75,000,000	\$ 75,000,000	\$ 75,000,000	\$ 75,000,000	\$ 75,000,000
12	Retail in Fine Arts							\$ 3,600,000	\$ 3,600,000	\$ 3,600,000	\$ 3,600,000
13	3 Restaurants					\$ 18,000,000	\$ 18,000,000	\$ 18,000,000	\$ 18,000,000	\$ 18,000,000	\$ 18,000,000
14	4 Restaurants						\$ 24,000,000	\$ 24,000,000	\$ 24,000,000	\$ 24,000,000	\$ 24,000,000
15	Boutique Condo/Hotel										\$ 225,000,000
16	Luxury Residential Tower								\$ 276,000,000	\$ 276,000,000	\$ 276,000,000
17	Luxury Residential Tower						\$ 286,000,000	\$ 286,000,000	\$ 286,000,000	\$ 286,000,000	\$ 286,000,000
18	Luxury Residential Tower					\$ 275,000,000	\$ 275,000,000	\$ 275,000,000	\$ 275,000,000	\$ 275,000,000	\$ 275,000,000
Total		\$ -	\$ -	\$ -	\$ 44,634,579	\$ 368,034,579	\$ 791,234,579	\$ 794,834,579	\$ 1,248,734,579	\$ 1,248,734,579	\$ 1,508,734,579
Notes:											
1. The table assumes that infrastructure construction commences in Q2 of 2019 and the first building projects commence in Q1 2020.											
2. Property values assume 0% inflation for the entire ten-year period.											
3. This chart assumes that land base year value (\$4,765,421) has been subtracted from each year's valuation to provide incremental valuations.											

APPENDIX B - BUILD OUT SCHEDULE - RESIDENTIAL

Table 12 - Build Out - Residential

LAKESIDE VILLAGE Flower Mound, Texas Residential Buildout Schedule (In Thousands)																
	2021		2022		2023		2024		2025		2026		2027		2028	
	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)
Residential Project Values																
8 Villa Homes adj. to Lakeside Tower (3)	8	\$ 8,800		\$ -		\$ -				\$ -		\$ -		\$ -		\$ -
11 Villa Homes (4)			11	\$ 15,400		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
29 Villa Homes (5)	29	\$ 40,600		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
23 Villa Homes (6)				\$ -	23	\$ 32,200		\$ -		\$ -		\$ -		\$ -		\$ -
Residential (7)			16	\$ 9,600		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Residential (8)				\$ -	2	\$ 2,400		\$ -		\$ -		\$ -		\$ -		\$ -
Luxury Residential Tower (16,17,18)			230	\$ 275,000		\$ -		\$ -	241	\$ 286,000		\$ -		\$ -	240	\$ 276,000
Total Home Sales	37		257		25		-		241		-		-		240	
Total Captured Value		\$49,400		\$300,000		\$34,600		\$0		\$286,000		\$0		\$0		\$276,000
Cumulative Captured Value		\$49,400		\$349,400		\$384,000		\$384,000		\$670,000		\$670,000		\$670,000		\$946,000

	2029		2030		2031		2032		2033		2034		2035		2036	
	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)
Residential Project Values																
8 Villa Homes adj. to Lakeside Tower (3)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
11 Villa Homes (4)				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
29 Villa Homes (5)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
23 Villa Homes (6)				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Residential (7)				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Residential (8)				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Luxury Residential Tower (16,17,18)				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Boutique Condo Hotel (13)			75	\$ 150,000		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Home Sales	-		75		-		-		-		-		-		-	
Total Captured Value		\$0		\$150,000		\$0		\$0		\$0		\$0		\$0		\$0
Cumulative Captured Value		\$0		\$150,000		\$150,000		\$150,000		\$150,000		\$150,000		\$150,000		\$150,000

Note:
1. Captured value is presented in thousands of dollars.

APPENDIX B - BUILD OUT SCHEDULE - COMMERCIAL

Table 13 - Build Out - Commercial

LAKESIDE VILLAGE Flower Mound, Texas Commercial Buildout Schedule (In Thousands)																
	2021		2022		2023		2024		2025		2026		2027		2028	
	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)
Commercial Project Values																
East Office Building (1)																
East Hotel (2)									\$ 38,400					\$ -		
Retail (7)		\$ -	12.0	\$ 5,400		\$ -		\$ -	\$ -		\$ -		-	\$ -	-	\$ -
Retail (8)		\$ -		\$ -	8	\$ 3,600		\$ -	\$ -		\$ -			\$ -		\$ -
Office Tower (9)														\$ 135,000		
Retail in Office Tower (10)														\$ 4,500		
Hotel - Community Lawn (11)						\$ 75,000										
Retail in Fine Arts (12)								\$ 3,600								
3 Restaurants (13)				\$ 18,000												
4 Restaurants (14)								\$ 24,000								
Boutique Condo/Hotel (15)																
Total Captured Value		\$0		\$23,400		\$78,600	\$0	\$27,600	\$0	\$38,400	\$0	\$0	\$0	\$139,500	\$0	\$0
Cumulative Captured Value		\$0		\$23,400		\$102,000		\$129,600		\$168,000		\$168,000		\$307,500		\$307,500
	2029		2030		2031		2032		2033		2034		2035		2036	
	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)	Units or Square Feet	Captured Value (K)
Commercial Project Values																
East Office Building (1)		\$ 35,000														
East Hotel (2)																
Retail (7)		\$ -														\$ -
Retail (8)		\$ -														\$ -
Office Tower (9)																
Retail in Office Tower (10)																
Hotel - Community Lawn (11)																
Retail in Fine Arts (12)																
3 Restaurants (13)																
4 Restaurants (14)																
Boutique Condo/Hotel (15)				\$ 75,000												
Total Captured Value		\$35,000		\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Captured Value		\$35,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000		\$110,000

APPENDIX C - EXEMPTIONS & VALUES

Table 14 - Value & Exemptions

Tax Year	Incremental Residential Valuation	Cumulative Residential Assessed Valuation	No of Homes Added	Cum. No. of Homes Added	Town Homestead Exemption (2.5%)	Senior Exemptions			Residential Valuation		Commercial Valuation		Town	County
						No of Homes Eligible (5%)	Town Exemption (100,000)	County Exemption (\$50,000)	Town Projected Residential Valuation	County Projected Residential Valuation	Commercial Incremental Valuation	Cumulative Commercial Incremental Valuation	Total Projected Valuation	Total Projected Valuation
2018														
2019														
2020														
2021	\$ 49,400,000	\$ 49,400,000	37	37	(1,235,000)	1.85	\$ (185,000)	\$ (92,500)	\$ 47,980,000	\$ 49,307,500	\$ -	\$ -	\$ 47,980,000	\$ 49,307,500
2022	\$ 300,000,000	\$ 349,400,000	257	294	(8,735,000)	14.7	\$ (1,470,000)	\$ (735,000)	\$ 339,195,000	\$ 348,665,000	\$ 23,400,000	\$ 23,400,000	\$ 362,595,000	\$ 372,065,000
2023	\$ 34,600,000	\$ 384,000,000	25	319	(9,600,000)	15.95	\$ (1,595,000)	\$ (797,500)	\$ 372,805,000	\$ 383,202,500	\$ 78,600,000	\$ 102,000,000	\$ 474,805,000	\$ 485,202,500
2024	\$ -	\$ 384,000,000	0	319	(9,600,000)	15.95	\$ (1,595,000)	\$ (797,500)	\$ 372,805,000	\$ 383,202,500	\$ 27,600,000	\$ 129,600,000	\$ 502,405,000	\$ 512,802,500
2025	\$ 286,000,000	\$ 670,000,000	241	560	(16,750,000)	28	\$ (2,800,000)	\$ (1,400,000)	\$ 650,450,000	\$ 668,600,000	\$ 38,400,000	\$ 168,000,000	\$ 818,450,000	\$ 836,600,000
2026	\$ -	\$ 670,000,000		560	(16,750,000)	28	\$ (2,800,000)	\$ (1,400,000)	\$ 650,450,000	\$ 668,600,000	\$ -	\$ 168,000,000	\$ 818,450,000	\$ 836,600,000
2027	\$ -	\$ 670,000,000		560	(16,750,000)	28	\$ (2,800,000)	\$ (1,400,000)	\$ 650,450,000	\$ 668,600,000	\$ 139,500,000	\$ 307,500,000	\$ 957,950,000	\$ 976,100,000
2028	\$ 276,000,000	\$ 946,000,000	240	800	(23,650,000)	40	\$ (4,000,000)	\$ (2,000,000)	\$ 918,350,000	\$ 944,000,000	\$ -	\$ 307,500,000	\$ 1,225,850,000	\$ 1,251,500,000
2029		\$ 946,000,000		800	(23,650,000)	40	\$ (4,000,000)	\$ (2,000,000)	\$ 918,350,000	\$ 944,000,000	\$ 35,000,000	\$ 342,500,000	\$ 1,260,850,000	\$ 1,286,500,000
2030	\$ 150,000,000	\$ 1,096,000,000	75	875	(27,400,000)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,064,225,000	\$ 1,093,812,500	\$ 75,000,000	\$ 417,500,000	\$ 1,481,725,000	\$ 1,511,312,500
2031		\$ 1,128,880,000		875	(28,222,000)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,096,283,000	\$ 1,126,692,500		\$ 430,025,000	\$ 1,526,308,000	\$ 1,556,717,500
2032		\$ 1,162,746,400		875	(29,068,660)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,129,302,740	\$ 1,160,558,900		\$ 442,925,750	\$ 1,572,228,490	\$ 1,603,484,650
2033		\$ 1,197,628,792		875	(29,940,720)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,163,313,072	\$ 1,195,441,292		\$ 456,213,523	\$ 1,619,526,595	\$ 1,651,654,815
2034		\$ 1,233,557,656		875	(30,838,941)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,198,343,714	\$ 1,231,370,156		\$ 469,899,928	\$ 1,668,243,643	\$ 1,701,270,084
2035		\$ 1,270,564,385		875	(31,764,110)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,234,425,276	\$ 1,268,376,885		\$ 483,996,926	\$ 1,718,422,202	\$ 1,752,373,811
2036		\$ 1,308,681,317		875	(32,717,033)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,271,589,284	\$ 1,306,493,817		\$ 498,516,834	\$ 1,770,106,118	\$ 1,805,010,651
2037		\$ 1,347,941,757		875	(33,698,544)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,309,868,213	\$ 1,345,754,257		\$ 513,472,339	\$ 1,823,340,551	\$ 1,859,226,595
2038		\$ 1,388,380,009		875	(34,709,500)	43.75	\$ (4,375,000)	\$ (2,187,500)	\$ 1,349,295,509	\$ 1,386,192,509		\$ 528,876,509	\$ 1,878,172,018	\$ 1,915,069,018

20 Year TIRZ, termination December 31, 2038
Assumes residential units will be owner occupied
Assumes 2.5% homestead exemption for the Town
Assumes 3% annual growth rate upon build out



TOWN COUNCIL AGENDA ITEM NO. 27

BOARDS/COMMISSIONS

DATE: December 17, 2018

FROM: Matthew Woods, Director of Environmental Services

ITEM: Discuss and consider an appointment to the Denton County Greenbelt Plan Coordinating Committee.

BACKGROUND INFORMATION: The Denton County Greenbelt Plan (Plan) was presented to the Town Council on September 17, 2018, and the Council approved a resolution to adopt the Plan at the September 17 meeting. The Upper Trinity Regional Water District, Denton County, and the Upper Trinity Conservation Trust developed the Plan as a tool for preserving greenbelts which are adjacent to streams that flow into the local water supply reservoirs. The Plan is a voluntary guide which helps set a common vision for preserving greenbelts and provides strategies for municipalities, developers, landowners, and residents to use in protecting these valuable natural assets.

A coordinating committee is being established to help oversee the implementation of the Plan, and the committee will be made up of and represent the many stakeholders in Denton County. As part of the resolution adopted by the Town, the Town is eligible to appoint a representative to participate in the coordinating committee. A draft of the proposed goals and structure of the coordinating committee is attached.

BOARD REVIEW/CITIZEN FEEDBACK: The Environmental Conservation Commission (ECC) recommended appointing ECC member, James Naylor, to the coordinating committee at its December 4, 2018, regular meeting.

ALTERNATIVES/OPTIONS: The Council may choose to appoint a resident, staff member, or an appointed or elected official to the committee.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Denton County Greenbelt Plan Resolution
2. Draft Coordinating Committee Structure

DRAFT MOTION: Move to appoint _____ to the Denton County Greenbelt Plan Coordinating Committee.

TOWN OF FLOWER MOUND, TEXAS**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.

WHEREAS, the Town of Flower Mound is located in the watersheds of Grapevine Lake and the Elm Fork of the Trinity River; and

WHEREAS, the Town of Flower Mound recognizes that the long-term prosperity and success of the Town of Flower Mound depends on an adequate and safe drinking water supply, which is necessary for the continued growth and prosperity of the local economy; and

WHEREAS, with continued growth and development across the region, continued population increase is expected in this watershed, rapidly transforming from a rural setting to an area with urban characteristics; and

WHEREAS, communities, including the Town of Flower Mound, are knitted together by many water courses that extend into and through neighborhoods, transporting water to the nearest creek or lake—the sources of our drinking water; and

WHEREAS, the vegetated areas along creeks and rivers (also known as greenbelts) protect the quality of water "right where we live" by providing a buffer between homes, farms, and the neighboring creeks and filtering out harmful pollutants, such as soil, silt, fertilizers, and pesticides before they reach the creeks and rivers; and

WHEREAS, the Town of Flower Mound believes that protecting and preserving local greenbelts today costs very little in comparison to restoring them in the future; and

WHEREAS, Denton County, the Upper Trinity Regional Water District, and Upper Trinity Conservation Trust developed the Plan as a coordinated effort to identify priority greenbelt areas and other related natural assets in need of preservation; and

WHEREAS, the Plan has identified priority greenbelts near the Town of Flower Mound and provides strategies that can be implemented on a voluntary basis to help protect our water supply sources; and

WHEREAS, to help champion the Plan; Denton County will create a Coordinating Committee, in which the Town of Flower Mound, as a supporter of the Plan, will have eligibility to participate; and

WHEREAS, it is advisable to advance the Plan in a cooperative voluntary manner with neighboring communities, considering appropriate policies and actions that will help preserve and protect water resources and enhance the quality of life for all Denton County residents.

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

SECTION 1

For the reasons enumerated above, the Town of Flower Mound hereby expresses its support for the Denton County Greenbelt Plan.

SECTION 2

The Town Council of the Town of Flower Mound does hereby adopt the Denton County Greenbelt Plan to be a convenient guide to help protect the watershed by preserving and protecting greenbelts within the Town of Flower Mound's.

SECTION 3

The Town Council of the Town of Flower Mound does hereby direct its staff to review the Plan for timely recommendations and for incorporation of appropriate items into Town of Flower Mound policies, practices, and standards by enacting appropriate ordinances, zoning requirements, or other measures that will protect greenbelts within our local jurisdiction.

SECTION 4

To help achieve the preservation and protection of local greenbelts, the Town Council of the Town of Flower Mound hereby expresses its intent to participate on the Coordinating Committee to be formed by Denton County and will work with Denton County, Upper Trinity, and other stakeholders to implement strategies and best management practices for the protection of our watershed.

SECTION 5

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS 17TH DAY OF SEPTEMBER, 2018.

APPROVED:

Steve Dixon

Steve Dixon, MAYOR

ATTEST:

Theresa Scott

Theresa Scott, TOWN SECRETARY

Denton County Greenbelt Plan

Proposed Structure for the Coordinating Committee

PURPOSE

Denton County, Upper Trinity Conservation Trust (UTCT) and the Upper Trinity Regional Water District (collectively herein the “Sponsors”) developed the Denton County Greenbelt Plan to preserve greenbelts and other related natural assets in the County. Preserving and protecting greenbelts is important to protecting water quality in local water supply reservoirs and to enhancing the quality of life for County residents.

A Coordinating Committee will be created to champion the Greenbelt Plan. The Committee, as a volunteer-based group of stakeholders, will also help identify and evaluate strategies that can be voluntarily implemented by the various stakeholder groups to preserve and protect greenbelt and related watershed areas.

GOALS

- Assist Sponsors in seeking adoption of the Plan by cities and utilities.
- Foster cooperation in regional planning efforts to preserve greenbelts and sustain economic growth.
- Encourage implementation of strategies by cities, utilities, developers and landowners that are applicable and feasible.
- Identify projects that promote greenbelt preservation through education, protection and funding opportunities.

COMMITTEE

Various stakeholder groups should be represented on the Committee to reflect different interests and viewpoints. Each Sponsor may appoint a representative to the Committee, and may also nominate other interested persons or stakeholders to participate on the Committee. Each municipality who adopts the Plan may also appoint a representative. Additional representatives may be appointed by Denton County Commissioners Court. Any person interested in serving should contact the County Judge's office.

A cross-section of stakeholder groups should be encouraged to serve on the Coordinating Committee, including:

- Landowners / Agricultural Producers
- County and City Officials
- Business and Industry
- Citizen Groups
- Planning and Environmental Groups
- Soil and Water Conservation District

The Denton County Judge may designate a Chair person for the Committee, or one may be designated by the Committee at the discretion of the County Judge. Early on, the Committee may need assistance with certain administrative functions. A Sponsor could act as a Program Facilitator, assisting the Committee with meeting agendas, work program activities, coordinating meetings, preparing meeting minutes, etc. UTCT, if desired, could initially perform the role of the Program Facilitator.

MEETINGS

It's suggested that the Committee meet at least quarterly; however, the Committee may meet more frequently during its initial period to kick-start the implementation of the Plan.

ADDITIONAL RESOURCES

From time to time, the Committee may need additional resources from local, state or federal agencies, when considering the feasibility and effectiveness of strategies and projects to be implemented. The following agencies may be called upon from time to time to provide technical expertise to the Committee regarding greenbelt preservation and watershed protection:

- City of Denton – Watershed Protection
- Clear Creek Watershed Authority
- North Central Texas Council of Governments
- Texas A&M AgriLife Extension Service
- Texas Commission on Environmental Quality
- Texas Parks and Wildlife Department
- University of North Texas
- Upper Trinity Regional Water District
- Urban Planners
- U.S. Army Corps of Engineers
- USDA – Natural Resources Conservation Service

Town Council Future Agenda Items



SCHEDULED	1/7/2019	Consent	Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to provide professional engineering services associated with the ADA Transition Plan & Implementation project – 2019 Update, in the amount of \$100,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Development Agreement with JBGL Chateau, LLC, for the construction of the Glenview 12-Inch Water Line, in association with the Villas of Southgate Phase 3 Development, in the amount of \$38,749.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the design phase services associated with the Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff) project in the amount of \$151,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase and installation of the 2018-19 Playground Replacements project, for Stone Creek Park Playground, from Webuildfun, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$199,767.84.
		Consent	Consider approval of Change Order No. 1 for the construction of the Firewheel Drive project, amending the contract with Cam-Crete Contracting, Inc., to provide for an increase to the contract in the amount of \$16,864.50; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of renaming Leonard Johns Community Park to Helen and Leonard Johns Community Park.
		Consent	Consider approval of Amendment No. 2 to the Fiscal Year 2018-2019 Capital Improvement Program.
		Consent	Consider approval of a Professional Services Agreement with Criado & Associates Inc., for the design phase services associated with the Grady Court Reconstruction project, in the amount of \$73,738.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement for the design phase services of the Forest Vista Reconstruction Phase II project, with Pacheco Koch, LLC., for \$160,487.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Halff Associates, Inc., to provide professional engineering services, for the East Waketon Road Drainage Improvements project, in the amount of \$212,790.00; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	1/7/2019	Regular	Consider approval of the construction agreement for Fire Station No. 7 to Schmoldt Construction Inc. in the amount of \$4,495,650.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of a Construction Agreement with McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc., for the Pintail Pump Station (Auxiliary Power & Upgrades) project, in the amount of \$1,068,469.00; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider approval of a Tax Abatement and Chapter 380 Agreement with Thirty-One Gifts, LLC and Prologis, Inc., for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
		Regular	Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-warehouse tax abatement at 951 S Garden Ridge Blvd.
	1/17/2019	Work Session	Presentation and discussion of amending the Town's Park Land Dedication ordinance in order to establish park/open space standards for multi-family uses.
	1/21/2019	Regular	Discuss and consider appointment of Chair to the Tax Increment Reinvestment Zone (TIRZ).
	2/4/2019	Consent	Rippy Road Phase II Design Award.
		Consent	Placeholder: calling May 4, 2019 Election
		Consent	Bruton Orand EST Chloramine Design Award.
		Consent	Pintail Pump Station (Auxiliary Power & Upgrades) - Testing
		Consent	Peters Colony Road Roundabout & Windsor Drive Roundabout Connection Design Award.
		Consent	Fire Station #7 Testing Award.
		Consent	Red Bud Point Water Service Relocation.
		Consent	Library Expansion Construction Award (GMP).
	2/18/2019	Consent	Library Expansion Testing Award.
		Consent	FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Construction Award.
		Consent	FM 1171 @ Riverwalk Drive - Testing Award
		Consent	Heritage Park Phase IV Change Order 3.

SCHEDULED	2/18/2019	Consent	FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Testing Award.
	3/18/2019	Consent	FM 2499 at Lakeside Parkway NB Right Turn Lane - Construction Award
		Consent	FM 2499 @ Lakeside Parkway NB Right Turn Lane - Testing Award.