

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/4/2019

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

6:00 P.M.

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

Please silence or turn off all electronic devices in Jody Smith Hall

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. CoServ check presentation
2. Mid-year report on the school crossing guard services provided by All City Management Services (ACMS)
3. Police Department response to citizen concern

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. Legislative update

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H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, February 18.
2. The work session for Thursday, February 21, has been canceled.

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 1/7/19- Consider approval of the minutes from a regular meeting of the Town Council held on January 7, 2019.
2. Calling general election- Consider approval of a resolution of the Town of Flower Mound, Texas calling for a general election to be held on May 4, 2019, for the offices of Town Council Place 1, and Town Council Place 3; establishing procedures for those elections; and providing an effective date.
3. Computer Replacements- Consider approval for the purchase of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$154,314.05.
4. Outdoor Warning Siren Program- Consider approval of an Interlocal Agreement with the Town of Double Oak for an Outdoor Warning Sirens Assistance Program.
5. Automatic Aid Agreement- Consider approval of a Fire Department Automatic Aid Agreement with the City of Highland Village.
6. Red Bud Point Service Relocation- Consider approval of a Professional Services Agreement with CP&Y, Inc., for the design phase services of the Red Bud Point Water Service Relocation project, for \$98,455.00; and authorization for the Mayor to execute same on behalf of the Town.
7. Fire Station #7 Testing Award- Consider approval of the construction agreement for Fire Station No. 7 to ECS Southwest, LLP., in the amount of \$85,926.00; and authorization for the Mayor to execute same on behalf of the Town.
8. Thrush Park West Playground- Consider approval of an agreement with Playground Solutions of Texas, Inc., for the purchase and installation of the Thrush Park West Playground (2018-19 Playground Replacements project), through the Texas Local Government Purchasing Cooperative, in the amount of \$228,060.45.

K. REGULAR ITEMS

9. Curfew Ordinance Review- The first of two **Public Hearings** to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew."

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10. Site Plan - Goddard School at FM- Consider a request for a Site Plan (SP18-0019 - Goddard School at Flower Mound) to develop a daycare center with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located northwest corner of Flower Mound Road and Old Orchard Lane. (The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its January 14, 2019, meeting.)
11. Site Plan - Thirty-One Gifts- Consider a request for a Site Plan (SP18-0024 - Thirty-One Gifts) for an office warehouse building with a waiver to Section 94-63(3) of the Code of Ordinances requiring that each parking space be located within 50 feet of a tree. The property is generally located south of Spinks Road and west of Garden Ridge Boulevard. (The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.)
12. ZPD - Iron Den- **Public Hearing** to consider a request for rezoning (ZPD18-0010 - Iron Den) from Industrial District-1 (I-1) and Agricultural District (A) to Planned Development District-170 (PD-170) with Campus Industrial District (CI) uses, and a Personal training studio. The property is generally located south of Spinks Road and west of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.)
13. ZPD - Home Depot- **Public Hearing** to consider a request for rezoning (ZPD18-0013 - Home Depot Silveron Addition) to amend Planned Development District-31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP-245) to amend Specific Use Permit 245 (SUP-245) to allow for truck rentals on site, and request certain modifications and exceptions to the Code of Ordinances as related to subject property. The property is generally located east of Long Prairie Road and south of Lakeside Parkway. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.)
14. ZPD - Lakeside Center- **Public Hearing** to consider a request for rezoning (ZPD18-0009 - Lakeside Center) from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 169 (PD-169) for both residential and non-residential uses, with certain modifications and exceptions to the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.)
15. Tree Removal-Lakeside Center- **Public Hearing** to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Lakeside Center. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its November 6, 2018, meeting).

**Applicant
requests
to
withdraw
this item**

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16. SUP - Tidal Wave Car Wash- **Public Hearing** to consider a request for a Specific Use Permit No. 452 (SUP18-0001 - Tidal Wave Car Wash) to permit an automatic car wash, with an exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Flower Mound Road and east of Gerault Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.)
17. Charter Review- Discuss and consider previous Charter Review Commission recommendations and any proposed amendments to the Town Charter for a future election.
18. Charter Amendments- Discuss and consider proposed Charter Amendments and adopt an ordinance ordering a special election for May 4, 2019, to amend the Home Rule Charter of the Town of Flower Mound; designating the propositions and manner of holding such election; and providing for the posting and publication of notice.

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

Executive Conference Room

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: **Tax Increment Reinvestment Zone Number One (TIRZ #1).**

19. Boards & Commissions- Discuss and consider appointment of Chair to the Tax Increment Reinvestment Zone (TIRZ).

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 and Cause No. DC-18-17756 Town of Flower Mound, Texas vs. Eagleridge Operating, LLC
 2. Cause No. CV-2019-00241 Elaine Wells v. Town of Flower Mound et al.

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.

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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: February 1, 2019, at 3:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall 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: February 4, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on January 7, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting on January 7, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 7, 2019

PAGE 1

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING HELD ON THE 7TH DAY OF JANUARY 2019, 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
Lexin Murphy	Director of Planning Services
Brian Waltenburg	Senior Project Engineer

A. CALL REGULAR MEETING TO ORDER

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

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

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

D. PUBLIC COMMENT

No one spoke during public comment.

E. ANNOUNCEMENTS

Councilmember Bryant offered congratulations to the Flower Mound High School band for their participation in the Rose Parade and other events.

Councilmember Engel announced that the Town is accepting applications for both the Citizens and Fire/Police Academy's.

Other members of Council extended well wishes for a Happy New Year.

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 7, 2019**PAGE 2****F. TOWN MANAGER'S REPORT**

Mr. Stathatos introduced Lexin Murphy, Director of Planning Services (today was her first day).

There was an update and discussion on the following projects:

1. Capital improvement projects:
 - Mr. Waltenburg gave an update on the Skillern Road project
 - Fire Station 7
 - Stone Creek Park access
2. Economic Development projects:
 - Businesses that recently opened
3. Hotel Land Use definitions

Mr. Dalton provided background information regarding the topic of hotel land use definitions and how staff is seeking direction as to what Council would like to include.

and he responded to the following questions from Council:

- How would Hotel Occupancy Tax options be impacted with home rental occupancies (i.e. Air B & B), including legal aspects associated with applying a hotel occupancy tax to short term rentals
- What is the differentiation between a regular hotel versus an extended stay hotel

There was Council discussion regarding how residents may have concerns about an extended stay hotel versus a regular overnight stay hotel.

G. FUTURE AGENDA ITEMS

1. Councilmember Sharma pointed out that traffic in Flower Mound is an issue, particularly on FM 2499. He noted that after speaking with staff there are some solutions that could be explored, especially at FM 2499 @ 3040. Mayor Dixon recommended staff make this a high priority and start at that intersection and work south. He also encouraged staff to work with the Transportation Commission or other boards as needed to come up with options to relieve traffic and divert the flow to side roads. It was also noted that traffic signal synchronization was an important part of the plan.

Councilmember Engel requested a future agenda item to discuss short term rental needs, especially as they become more popular in the area. Mayor Dixon expressed interest in understanding the legalities related to short term rental. Once that is determined staff could be given direction regarding options to pursue and any next steps.

Councilmember Webb requested Council have a discussion about urban design standards, which would include a comparison with other cities and what applicants have to say. Mayor Dixon indicated staff has started the process for a Master Plan Review and that could be added to the mix of what Planning is doing.

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Councilmember Bryant recalled there was discussion at the SPS about expanding the requirements as it relates to rental properties. He would like an update regarding next steps.

Mr. Dalton provided an update.

There was Council consensus to proceed with the above requested future agenda items.

H. COORDINATION OF CALENDARS

1. A work session is scheduled for Thursday, January 17.
2. A regular meeting is scheduled for Monday, February 4.

Mayor Dixon announced the above referenced meeting dates.

I. CONSENT ITEMS

Ms. Wallace provided a correction regarding the heading of proposed revenue versus proposed expenditures under the fiscal impact section of some of the staff reports for the agenda packet.

1. Consider approval of the minutes from a regular meeting of the Town Council; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special meeting held on December 17, 2018.
2. Consider approval of the purchase of (1) New Ford F-150 Crew Cab Special Service Vehicle 4x4 Pickup Truck with equipment and black exterior paint scheme per attached Vehicle/Equipment Quotes/Specifications from Sam Pack Five Star Ford in the amount of \$50,503.00.
3. Consider approval of the purchase of a new Peterbilt 348 Truck with CLS VacCon V311E Combo Unit per Vendor Specifications/Quote from Rush Truck Center for Public Works - Utility Line Maintenance Division in the amount of \$379,655.75.
4. Consider approval of the purchase of four (4) 2019 Ford F150 Extended Cab Pickup Trucks per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford in the amount of \$113,148.00.
5. Consider approval of the purchase of three (3) New 2019 Chevrolet Tahoe Special Service Vehicle, 4WD, Complete per Vendor Specifications/Quote from Holiday Ford & Holiday Chevrolet dba Johnson Grayson Automotive, Inc for Fire & Emergency Services in the amount of \$154,197.00
6. Consider approval of the purchase of three (3) New Chevrolet Colorado Half-Ton Double Cab Pickup Trucks with 6.5' Bed per Vehicle Quote/Specifications from Reliable Chevrolet in the amount of \$70,287.00.

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7. Consider approval of the purchase of eight (8) New 2019 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle (PPV) with equipment per Town of Flower Mound Specifications from Holiday Ford and Holiday Chevrolet dba Johnson Grayson Automotive, Inc in the amount of \$468,608.00.
8. Consider acceptance of grant funds for FD 218 Training, from the U.S. Department of Food and Drug Administration for the Retail Standards Grant Program sponsored by the Association of Food and Drug Officials.

RESOLUTION NO. 01-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR FD 218 TRAINING FROM THE U.S. DEPARTMENT OF FOOD AND DRUG ADMINISTRATION FOR THE RETAIL STANDARDS GRANT PROGRAM, SPONSORED BY THE ASSOCIATION OF FOOD AND DRUG OFFICIALS; APPROVING THE USE OF GRANT FUNDS TO COVER THE COSTS OF AN EMPLOYEE TO ATTEND TRAINING RELATED TO FOOD INSPECTIONS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE RETAIL STANDARDS GRANT PROGRAM.

9. 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.
10. Consider approval of Amendment No. 2 to the Fiscal Year 2018-2019 Capital Improvement Program.
11. 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.
12. 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 \$150,000.00; and authorization for the Mayor to execute same on behalf of the Town.
13. 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.

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14. 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.
15. 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.
16. Consider approval of a Professional Services Agreement with Pacheco Koch, LLC., for the design phase services associated with the Forest Vista Reconstruction Phase II project, in the amount of \$160,487.00; and authorization for the Mayor to execute same on behalf of the Town.
17. 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.
18. Consider approval of renaming Leonard Johns Community Park to Helen and Leonard Johns Community Park.

Mayor Pro Tem Jason Webb moved to approve by consent Items 1 – 18, as presented in the agenda caption. Councilmember Bryant 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: SHARMA, FOREST, WEBB, ENGEL, BRYANT****NAYS: NONE****J. REGULAR ITEMS**

19. Consider approval of the construction agreement for Fire Station No. 7 to Schmoltdt Construction Inc. in the amount of \$4,495,650.00; and authorization for the Mayor to execute same on behalf of the Town.

Staff Presentation

Ms. Wallace gave a presentation identifying or noting:

- History
- Location
- Building renderings
- Contract details
- Budget impacts
- Alternates 1 and 2

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and she responded to the following questions from Council:

- Clarification that the motion includes the add-ons as well

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

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

20. 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.

Staff Presentation

Mr. Waltenburg gave a presentation identifying or noting:

- Purpose and scope of work for the project

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

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

21. Discuss and consider Charter Review Commission recommendations and any proposed amendments to the Town Charter for a future election.

Staff Presentation

Ms. Scott gave a presentation identifying or noting:

- Past Charter Review Commission (CRC) recommendations that were either not placed on the ballot or failed by the voters
- CRC member names (2012, 2014, 2016)
- Deadlines

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

- Petition signature changes and if those items need to be updated
- Charter language clarification regarding roll call voting, and cost associated with incorporating the electronic voting technology

There was Council direction to make sure what was presented is everything and identify any additional items from staff for clean-up. At that point Council can consider next steps at a future meeting.

FLOWER MOUND TOWN COUNCIL MEETING OF JANUARY 7, 2019**PAGE 7****K./L. CLOSED/OPEN MEETING**

The Town Council did not convene into a closed meeting on January 7, 2019, and therefore no action was taken on the following items:

- a. Consultation with Attorney as follows:
 - 1. All matters related to Cause No. 18-9622-431; EagleRidge Operating, LLC v. Town of Flower Mound.
- b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

N. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 6:43 p.m. on Monday, January 7, 2019, 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: February 4, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 4, 2019, for the offices of Town Council Place 1, and Town Council Place 3.

BACKGROUND INFORMATION: The Town's General Election was previously held on the second Saturday in May. This date was changed to the first Saturday in May as a result of the 84th Texas Legislative Session (2015). Council Member Place 1, and Council Member Place 3 shall be elected at the General Election, and each for a three year term.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed resolution calls for the May 4, 2019, election, and establishes the procedures for the election.

The attached Resolution proposes a change to the main early voting location from the Courts/PD facility located at 4150 Kirkpatrick Ln to the Community Activity Center (CAC) located at 1200 Gerault Rd given the Courts/PD facility will be undergoing a remodel at that time. When staff discussed alternative site options factors such as adequate parking, equipment set up, line management, and overall safety was taken into consideration. In addition, on Election Day the CAC would serve as the polling location for Flower Mound voters who reside west of FM 2499 and the Library would remain a polling location for Flower Mound voters who reside east of FM 2499.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$8,200

Proposed Expenditure:	Account Number(s):
\$ 5,200 (Estimated Denton County Elections Administration Contract)	100-610-10300-5110
\$ 800 (Estimated language translation service – Spanish and Vietnamese)	
\$ 400 (Tarrant County Elections Administration Contract)	100-610-10300-5110
\$ 1,800 (required newspaper publications)	100-610-10300-5040

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

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

ATTACHMENTS:

1. Draft resolution

DRAFT MOTION: Move to approve a resolution of the Town of Flower Mound, Texas calling for a General Election to be held on May 4, 2019, for the offices of Council Member Place 1, and Council Member Place 3.

TOWN OF FLOWER MOUND**RESOLUTION NO. _____**

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 4, 2019, FOR THE OFFICES OF TOWN COUNCIL PLACE 1, AND PLACE 3, ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; 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, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election of a Town may be held on such day; and,

WHEREAS, state law and the charter of the Town of Flower Mound require that a general election be held; and,

WHEREAS, by this Resolution, it is the intention of the Town Council to officially call the general election and establish the election procedures for that election.

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

SECTION 1

GENERAL ELECTION CALLED: A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 4, 2019, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

COUNCIL MEMBER, PLACE 1 – For a three year term ending May, 2022

COUNCIL MEMBER, PLACE 3 – For a three year term ending May, 2022

The election precincts and voting places of said election shall be as set forth in *Exhibit A* of this Resolution.

SECTION 2

APPLICATION FOR A PLACE ON THE BALLOT: Any eligible and qualified person shall have their name printed upon the official ballot as a candidate for the offices herein set forth by filing their sworn application with the Town Secretary not earlier than January 16, 2019, and not later than 5:00 p.m. February 15, 2019. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 3

AGREEMENT WITH DENTON AND TARRANT COUNTIES: Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and other applicable statutes and laws.

SECTION 4

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES: Election judges for the general election shall be appointed by Denton County and Tarrant County respectively as authorized by Chapter 271, of the Texas Election Code.

SECTION 5

(a) **EARLY VOTING- DENTON COUNTY:** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

Early Voting by personal appearance shall be conducted beginning on April 22, 2019, and continuing through April 30, 2019, at the Flower Mound Community Activity Center, 1200 Gerault Rd., Flower Mound, Texas or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A101, Denton, Texas on the following days and times:

Date	Time
April 22 – April 27 (Monday – Saturday)	8:00 a.m. – 5:00 p.m.
April 29 – April 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Additional early voting will be conducted at locations throughout Denton County as established by the Denton County Joint Election Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

(b) Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on April 23, 2019. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

(c) **EARLY VOTING - TARRANT COUNTY:** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

Early Voting by personal appearance shall be conducted beginning on April 22, 2019, and continuing through April 30, 2019, at the REC of Grapevine, 1175 Municipal Way, Grapevine, Texas or at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
April 22 – 26 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 27 (Saturday)	7:00 a.m. – 7:00 p.m.
April 28 (Sunday)	11:00 a.m. – 4:00 p.m.
April 29 – 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Additional early voting will be conducted at locations throughout Tarrant County as established by the Tarrant County Joint Election Agreement. If there is any discrepancy between this resolution and the Agreement as to early voting locations or times, the Agreement shall control.

(d) Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on April 23, 2019. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

(e) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The presiding judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The election judge, or the alternative election judge, in the absence of the election judge, and the election clerks shall constitute the early voting ballot board to process early voting results from the election. The election judge and the alternate election judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 6

METHOD OF VOTING:

Denton County:

Early voting in Denton County shall be conducted using Denton County's Hart Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

Tarrant County:

Early voting in Tarrant County by personal appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

SECTION 7

GOVERNING LAW AND QUALIFIED VOTERS: The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 8

PUBLICATION AND POSTING OF NOTICE OF ELECTION: Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

SECTION 9

RUN-OFF ELECTION: In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on Saturday, June 8, 2019

SECTION 10

NECESSARY ACTIONS: The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 11

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 4th DAY OF FEBRUARY, 2019.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

Polling Places

Election Day - May 4, 2019:

Polling Place	Precinct Number(s)
Flower Mound Community Activity Center (Pecan Room), 1200 Gerault Rd, Flower Mound	3024, 3026, 3027, 3028, 3029, 3030, 3031, 3033
Flower Mound Public Library (Community Room) 3030 Broadmoor Lane, Flower Mound	3025, 4023, 4024, 4025, 4026, 4027, 4028, 4029
REC of Grapevine, 1175 Municipal Way, Grapevine, 76051	3321 (Tarrant County voters)

Early Voting – Denton County

Precinct Number(s): 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3033, 4023, 4024, 4025, 4026, 4027, 4028, 4029

Polling Place: Flower Mound Community Activity Center, 1200 Gerault Rd, Flower Mound

Date	Time
April 22 – April 27 (Monday – Saturday)	8:00 a.m. – 5:00 p.m.
April 29 – April 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Other polling places in Denton County will be determined in accordance with the election contract.

Early Voting – Tarrant County

Precinct Number: 3321

The REC of Grapevine, 1175 Municipal Way, Grapevine

Date	Time
April 22 – 26 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 27 (Saturday)	7:00 a.m. – 7:00 p.m.
April 28 (Sunday)	11:00 a.m. – 4:00 p.m.
April 29 – 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Other polling places in Tarrant County will be determined in accordance with the election contract.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 4, 2019

FROM: Gary Bertagnolli, Director of IT

ITEM: Consider approval for the purchase of desktop and laptop computers, ruggedized laptop computers and peripherals from Dell, in the amount of \$154,314.05.

BACKGROUND INFORMATION: Beginning in FY00/01, equipment and software were standardized throughout the Town, and all machines were replaced over the following years in order to address expired warranties. Dell brand computers were established as the Town's standard computer system, based on cost and one stop support.

In addition to the standardization of equipment and software, a computer replacement program was established in order to maintain the most current and efficient computer systems. This purchase request will allow the Town to continue scheduled replacements of computer systems.

The Town of Flower Mound entered into an inter-local agreement with the Texas Procurement and Support Services cooperative (formerly, General Services Commission) on December 7, 1992. Participation in the program allows our local government to purchase goods and services through the cooperative contract, Department of Information Resources (DIR) contracts included, while satisfying all competitive bidding requirements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$154,314.05

Proposed Expenditure\Revenue:	Account Number(s):
\$154,314.05	100-655-59100-2180

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

ATTACHMENTS:

1. Dell Computer Replacement Quotes

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



A quote for your consideration!

Total: \$89,342.37

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000032829487.1	Quote date: Jan. 22, 2019	Quote expiration: Feb. 21, 2019	Deal ID: 16578450
Company name: TOWN OF FLOWER MOUND	Customer number: 2434214	Phone: (972) 874-6052	
Sales rep information: David Slaughter David_Slaughter@Dell.com (800) 456-3355 Ext: 5139356	Billing Information: TOWN OF FLOWER MOUND 2434214 2121 CROSS TIMBERS RD FLOWER MOUND TX 75028-2602 US (972) 874-6052		

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Latitude 5590	32	\$1,125.26	\$36,008.32
Dell Latitude 5290 2-in-1	2	\$1,438.00	\$2,876.00
Dell Latitude 2-in-1 Travel Keyboard	2	\$88.39	\$176.78
Dell Active Pen - PN557W	1	\$55.57	\$55.57
Dell Latitude 5420	15	\$2,094.90	\$31,423.50
Havis PKG-KB-201 - Keyboard and touchpad set - USB	5	\$361.19	\$1,805.95
Dell Latitude 7212	5	\$2,358.95	\$11,794.75
Precision 3630 Tower	1	\$1,305.76	\$1,305.76
Havis Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna and Power Supply - docking station - VGA	1	\$485.99	\$485.99
Dell Business Dock - WD15 with 130W adapter with DiB mDP to DP cable 2.7ft (0.8m)	25	\$136.39	\$3,409.75



A quote for your consideration!

Total: \$64,971.68

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000032849227.1	Jan. 23, 2019	Feb. 22, 2019	16578450

Company name:	Customer number:	Phone:
TOWN OF FLOWER MOUND	2434214	(972) 874-6052

Sales rep information:	Billing Information:
David Slaughter David_Slaughter@Dell.com (800) 456-3355 Ext: 5139356	TOWN OF FLOWER MOUND 2121 CROSS TIMBERS RD FLOWER MOUND TX 75028-2602 US (972) 874-6052

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 7060 MFF	83	\$722.86	\$59,997.38
OptiPlex 7060 SFF	1	\$787.14	\$787.14
OptiPlex 7060 MFF	6	\$697.86	\$4,187.16
Subtotal:			\$64,971.68
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$64,971.68
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$64,971.68

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
David Slaughter

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7060 MFF	83	\$722.86	\$59,997.38
	Estimated delivery date: Feb. 6, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
338-BNZW	Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux	83	-	-
210-AOLK	OPTIPLEX 7060 Micro XCTO	83	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	83	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	83	-	-
370-ADZL	8GB 1X8GB DDR4 2666MHz Non-ECC	83	-	-
400-AWFT	M.2 256GB PCIe NVMe Class 40 Solid State Drive	83	-	-
412-AALV	Thermal Pad	83	-	-
773-BBBC	M2X3.5 Screw for SSD/DDPE	83	-	-
401-AANH	No Additional Hard Drive	83	-	-
555-BBFO	No Wireless LAN Card	83	-	-
555-BBFO	No Wireless LAN Card	83	-	-
492-BBFF	No PCIe add-in card	83	-	-
329-BDSM	OptiPlex 7060 Micro with 130W up to 87% efficient adapter	83	-	-
580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	83	-	-
275-BBBW	Black Dell MS116 Wired Mouse	83	-	-
320-BCGK	No Cove	83	-	-
470-AAJL	NO ADAPTER	83	-	-
817-BBBC	Not selected in this configuration	83	-	-

575-BBBI	No Integrated Stand option	83	-	-
525-BBCL	SupportAssist	83	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	83	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	83	-	-
658-BBRB	Waves Maxx Audio	83	-	-
658-BCUV	Dell Developed Recovery Environment	83	-	-
658-BDVV	SW for 7060 with Win10 OS	83	-	-
620-AALW	OS-Windows Media Not Included	83	-	-
387-BBLW	Energy Star	83	-	-
817-BBBB	No FGA	83	-	-
340-ACQQ	No Option Included	83	-	-
340-CDYU	MOD,PLCMT,QSG,7060,MFF,DAO1	83	-	-
632-BBBJ	CMS Software not included	83	-	-
329-BBJL	TPM Enabled	83	-	-
389-CGJM	8th Gen Intel Core i7 vPro processor label	83	-	-
450-AAZN	US Power Cord	83	-	-
389-BCGW	No UPC Label	83	-	-
461-AABF	No CompuTrace	83	-	-
389-CXGI	Regulatory LBL for 130W adapter (65W CPU Chassis)	83	-	-
450-AFVB	130W AC Adapter	83	-	-
332-1286	US Order	83	-	-
340-CDWS	Ship Material for OptiPlex Micro Form Factor	83	-	-
389-BBUU	Shipping Label for DAO	83	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	83	-	-
379-BCWX	Intel Unite Software Not Included	83	-	-
551-BBBJ	No Intel Responsive	83	-	-
631-ABQQ	Intel vPro Technology Enabled	83	-	-
800-BBPR	Desktop MFF BTO Standard Shipment	83	-	-

650-AAAM	No Anti-Virus Software	83	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	83	-	-
812-3887	Onsite/In-Home Service After Remote Diagnosis 3 Years	83	-	-
SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7060 SFF	1	\$787.14	\$787.14
	Estimated delivery date: Mar. 5, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
338-BNZW	Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux	1	-	-
210-AOKU	OptiPlex 7060 Small Form Factor XCTO	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
340-CKSZ	No AutoPilot	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
370-AEBK	8GB 1X8GB DDR4 2666MHz UDIMM Non-ECC	1	-	-
400-AWFT	M.2 256GB PCIe NVMe Class 40 Solid State Drive	1	-	-
412-AAMK	Thermal Pad	1	-	-
773-BBBC	M2X3.5 Screw for SSD/DDPE	1	-	-
401-AANH	No Additional Hard Drive	1	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	1	-	-
325-BCXP	ODD Bezel, Small Form Factor	1	-	-
429-ABFH	8x DVD+/-RW 9.5mm Optical Disk Drive	1	-	-
379-BBHM	No Media Card Reader	1	-	-
555-BBFO	No Wireless LAN Card	1	-	-
555-BBFO	No Wireless LAN Card	1	-	-
492-BBFF	No PCIe add-in card	1	-	-
329-BDSO	OptiPlex 7060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	1	-	-
580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	1	-	-
275-BBBW	Black Dell MS116 Wired Mouse	1	-	-

320-BCGK	No Cove	1	-	-
470-AAJL	NO ADAPTER	1	-	-
817-BBBC	Not selected in this configuration	1	-	-
575-BBBI	No Integrated Stand option	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
658-BDVV	SW for 7060 with Win10 OS	1	-	-
620-AALW	OS-Windows Media Not Included	1	-	-
387-BBLW	Energy Star	1	-	-
817-BBBN	NO RAID	1	-	-
555-BBJO	No Additional Network Card Selected (Integrated NIC included)	1	-	-
817-BBBB	No FGA	1	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	1	-	-
340-CDYX	Documentation, English, French, Spanish, Dell OptiPlex 7060 Small Form Factor	1	-	-
650-AAAM	No Anti-Virus Software	1	-	-
658-BBTV	CMS Essentials DVD no Media	1	-	-
329-BBJL	TPM Enabled	1	-	-
389-CXGG	EPA Regulatory Label	1	-	-
389-CGJM	8th Gen Intel Core i7 vPro processor label	1	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
389-BCGW	No UPC Label	1	-	-
461-AABF	No CompuTrace	1	-	-
551-BBBJ	No Intel Responsive	1	-	-

631-ABQQ	Intel vPro Technology Enabled	1	-	-
332-1286	US Order	1	-	-
340-CDWZ	Ship Material for OptiPlex Small Form Factor	1	-	-
389-BBUU	Shipping Label for DAO	1	-	-
492-BCKH	No Additional Video Ports	1	-	-
800-BBIO	Desktop BTO Standard shipment	1	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	1	-	-
812-3887	Onsite/In-Home Service After Remote Diagnosis 3 Years	1	-	-
SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7060 MFF	6	\$697.86	\$4,187.16
	Estimated delivery date: Feb. 5, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
338-BNZW	Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux	6	-	-
210-AOLK	OPTIPLEX 7060 Micro XCTO	6	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	6	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	6	-	-
370-ADZL	8GB 1X8GB DDR4 2666MHz Non-ECC	6	-	-
400-AEFT	2.5" 500GB 7200rpm SATA Hard Disk Drive	6	-	-
401-AANH	No Additional Hard Drive	6	-	-
555-BBFO	No Wireless LAN Card	6	-	-
555-BBFO	No Wireless LAN Card	6	-	-
492-BBFF	No PCIe add-in card	6	-	-
329-BDSM	OptiPlex 7060 Micro with 130W up to 87% efficient adapter	6	-	-
580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	6	-	-
275-BBBW	Black Dell MS116 Wired Mouse	6	-	-
320-BCGK	No Cove	6	-	-
470-AAJL	NO ADAPTER	6	-	-
817-BBBC	Not selected in this configuration	6	-	-

575-BBBI	No Integrated Stand option	6	-	-
525-BBCL	SupportAssist	6	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	6	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	6	-	-
658-BBRB	Waves Maxx Audio	6	-	-
658-BCUV	Dell Developed Recovery Environment	6	-	-
658-BDVV	SW for 7060 with Win10 OS	6	-	-
620-AALW	OS-Windows Media Not Included	6	-	-
387-BBLW	Energy Star	6	-	-
817-BBBB	No FGA	6	-	-
340-ACQQ	No Option Included	6	-	-
340-CDYU	MOD,PLCMT,QSG,7060,MFF,DAO1	6	-	-
632-BBBJ	CMS Software not included	6	-	-
329-BBJL	TPM Enabled	6	-	-
389-CGJM	8th Gen Intel Core i7 vPro processor label	6	-	-
450-AAZN	US Power Cord	6	-	-
389-BCGW	No UPC Label	6	-	-
461-AABF	No CompuTrace	6	-	-
389-CXGI	Regulatory LBL for 130W adapter (65W CPU Chassis)	6	-	-
450-AFVB	130W AC Adapter	6	-	-
332-1286	US Order	6	-	-
340-CDWS	Ship Material for OptiPlex Micro Form Factor	6	-	-
389-BBUU	Shipping Label for DAO	6	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	6	-	-
379-BCWX	Intel Unite Software Not Included	6	-	-
551-BBBJ	No Intel Responsive	6	-	-
631-ABQQ	Intel vPro Technology Enabled	6	-	-
800-BBPR	Desktop MFF BTO Standard Shipment	6	-	-

650-AAAM	No Anti-Virus Software	6	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	6	-	-
812-3887	Onsite/In-Home Service After Remote Diagnosis 3 Years	6	-	-
			Subtotal:	\$64,971.68
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$64,971.68

Unless you have a separate written agreement that specifically applies to this order, your order is subject to [Dell's Terms of Sale](#) (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Subtotal:	\$89,342.37
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$89,342.37
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$89,342.37

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
David Slaughter

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 5590	32	\$1,125.26	\$36,008.32
	Estimated delivery date: Feb. 13, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-ANMI	Dell Latitude 5590 BTX	32	-	-
379-BCXG	8th Gen Intel Core i7-8650U Processor (Quad Core, 8MB Cache, 1.9GHz,15W)	32	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	32	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	32	-	-
338-BNGW	Intel(R) Core(TM) i7-8650U Processor Base, Integrated UHD Graphics 620	32	-	-
631-ABNQ	Intel Vpro Technology Enable	32	-	-
370-ADIB	8GB, 1x8GB, DDR4 2400MHz Memory	32	-	-
400-AOTF	M.2 256GB SATA Class 20 Solid State Drive	32	-	-
575-BBKU	M.2 SSD SATA Hard Drive Bracket	32	-	-
320-BCJO	Non-Touch LCD Back Cover with WLAN/WWAN antenna	32	-	-
325-BCTN	Non-Touch LCD bezel+RGB(HD) camera+Mic	32	-	-
391-BDKE	15.6" FHD (1920 x 1080) Non-Touch LCD	32	-	-
583-BEFD	Dual Pointing Backlit Keyboard with Number Pad (US English)	32	-	-
570-AADK	No Mouse	32	-	-
555-BDUH	Intel Dual-Band Wireless-AC 8265 Driver	32	-	-
555-BDGD	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2	32	-	-
362-BBBB	No Mobile Broadband Card	32	-	-

451-BBXV	Primary 4-cell 68W/HR Battery	32	-	-
492-BBXF	65W AC Adapter, 3-pin	32	-	-
346-BCPF	Dual Point Palmrest with Full Security + FP_Next Bio-Non FIPS	32	-	-
650-AAAM	No Anti-Virus Software	32	-	-
421-9984	Dell Data Protection Encryption Personal Edition Digital Delivery	32	-	-
954-3455	Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year	32	-	-
620-AAOH	No Media	32	-	-
452-BBSE	No Docking Station	32	-	-
998-CTQW	Fixed Hardware Configuration	32	-	-
450-AAEJ	US Power Cord	32	-	-
525-0131	Dell Command Power Manager (DCPM)	32	-	-
525-BBCL	SupportAssist	32	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	32	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	32	-	-
658-BBRB	Waves Maxx Audio	32	-	-
658-BCUV	Dell Developed Recovery Environment	32	-	-
658-BDTQ	Dell Latitude 5590 SRV	32	-	-
460-BBEX	No Carrying Case	32	-	-
429-AATO	No Removable CD/DVD Drive	32	-	-
340-ACQQ	No Option Included	32	-	-
332-1286	US Order	32	-	-
430-XXYG	No Resource DVD / USB	32	-	-
340-BYSK	MOD,PLCMT,QSG,WIN10,559X,DAO	32	-	-
387-BBLZ	Energy Star Certified	32	-	-
800-BBGW	Smart Selection Shipment (S)	32	-	-
389-CGJM	8th Gen Intel Core i7 vPro processor label	32	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French	32	-	-

	Multi-language)			
389-BKKL	EAN label	32	-	-
389-BEYY	Regulatory Label included	32	-	-
340-AAPP	Direct ship Info Mod	32	-	-
340-BYSD	Smart Select MIN SHIP (DAO)	32	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	32	-	-
997-8317	Dell Limited Hardware Warranty	32	-	-
997-8366	ProSupport Plus: Next Business Day Onsite, 1 Year	32	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	32	-	-
997-8380	ProSupport Plus: 7x24 Technical Support, 3 Years	32	-	-
997-8381	ProSupport Plus: Next Business Day Onsite, 2 Year Extended	32	-	-
997-8382	ProSupport Plus: Keep Your Hard Drive, 3 Years	32	-	-
997-8383	ProSupport Plus: Accidental Damage Service, 3 Years	32	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 5290 2-in-1	2	\$1,438.00	\$2,876.00
	Estimated delivery date: Feb. 26, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-ANWG	Dell Latitude 5290 2-in-1 XCTO Base	2	-	-
379-BCXG	8th Gen Intel Core i7-8650U Processor (Quad Core, 8MB Cache, 1.9GHz,15W)	2	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	2	-	-
340-CKSZ	No AutoPilot	2	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	2	-	-
338-BNNY	Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro), Thunderbolt, 16GB Memory	2	-	-
631-ABOF	Intel vPro Technology Advanced Management Features	2	-	-
631-ABOL	Intel Sensor Solution	2	-	-
370-AEHM	16GB LPDDR3 2133MHz	2	-	-

400-AOTF	M.2 256GB SATA Class 20 Solid State Drive	2	-	-
401-AAGM	No Additional Hard Drive	2	-	-
391-BDMR	12.3" Touch 3:2 WUXGA+ (1920 x 1280)	2	-	-
555-BDWE	Intel Dual-Band Wireless-AC 8265 Driver	2	-	-
470-ACHM	WLAN antenna	2	-	-
555-BDIB	Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2) with Bluetooth, SAR	2	-	-
575-BBMD	WLAN/WIGIG Bracket	2	-	-
362-BBBB	No Mobile Broadband Card	2	-	-
451-BBZE	Primary 3-cell 31.5W/HR Battery	2	-	-
492-BBXR	E5 65W Type-C Power Adapter	2	-	-
817-BBBB	No FGA	2	-	-
537-BBBD	E5 Power Cord (US)	2	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	2	-	-
340-BZEB	Placemat, French/English	2	-	-
340-ACQQ	No Option Included	2	-	-
332-1286	US Order	2	-	-
460-BBEX	No Carrying Case	2	-	-
387-BBIT	Energy Star Certified	2	-	-
452-BBSE	No Docking Station	2	-	-
389-BCGW	No UPC Label	2	-	-
328-BCNE	System Shipment China Packaging	2	-	-
328-BCNF	Shipment Material - Shuttle	2	-	-
328-BCNG	System Shipment, Latitude (TPM-enabled)	2	-	-
328-BCNH	Notebook Ship Shuttle DAO	2	-	-
340-AAPP	Direct ship Info Mod	2	-	-
575-BBCH	No Stand included	2	-	-
389-CGNY	Regulatory Label,8265 WL	2	-	-
389-CGNO	Intel Core i7 vPRO Label for KBL-R	2	-	-

409-BCUT	Intel Rapid Storage Technology	2	-	-
525-0131	Dell Command Power Manager (DCPM)	2	-	-
525-BBCL	SupportAssist	2	-	-
631-ABOH	Latitude 5290 2-in-1 Software Driver	2	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	2	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	2	-	-
658-BCUV	Dell Developed Recovery Environment	2	-	-
620-AAOH	No Media	2	-	-
800-BBGS	BTO Standard Shipment (M)	2	-	-
319-BBDX	Integrated HD Webcam	2	-	-
650-AAAM	No Anti-Virus Software	2	-	-
320-BCLK	Back cover with Thunderbolt	2	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	2	-	-
997-8317	Dell Limited Hardware Warranty	2	-	-
997-8366	ProSupport Plus: Next Business Day Onsite, 1 Year	2	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	2	-	-
997-8380	ProSupport Plus: 7x24 Technical Support, 3 Years	2	-	-
997-8381	ProSupport Plus: Next Business Day Onsite, 2 Year Extended	2	-	-
997-8382	ProSupport Plus: Keep Your Hard Drive, 3 Years	2	-	-
997-8383	ProSupport Plus: Accidental Damage Service, 3 Years	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 2-in-1 Travel Keyboard	2	\$88.39	\$176.78
	Estimated delivery date: Jan. 28, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
580-AGYI	CUS,KYBD,SBASE,80,US,ENG,5290D	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
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	Dell Active Pen - PN557W	1	\$55.57	\$55.57
	Estimated delivery date: Jan. 28, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
750-AATY	Dell Active Pen - PN557W, Customer Install	1	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 5420	15	\$2,094.90	\$31,423.50
	Estimated delivery date: Feb. 12, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-AQPT	Dell Latitude 5420 Rugged, CTO	15	-	-
379-BDHD	8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro)	15	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	15	-	-
340-CKSZ	No AutoPilot	15	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	15	-	-
338-BPTL	Intel Core i7-8650U Processor Base with AMD Radeon 540 Graphics 64 Bit	15	-	-
631-ABWH	No Out-of-Band Systems Management	15	-	-
370-AEMN	8GB, 2x4GB, 2400MHz DDR4 Non-ECC	15	-	-
400-BBTW	M.2 256GB PCIe NVMe Class 40 Solid State Drive	15	-	-
391-BDVP	14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen, Camera with Privacy Shutter & Microphone	15	-	-
389-DOPP	SYSTEM RATING LABEL	15	-	-
580-ABYR	Sealed Internal RGB Backlit English Keyboard	15	-	-
555-BEPE	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.1 Driver	15	-	-
555-BDGD	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2	15	-	-
362-BBBB	No Mobile Broadband Card	15	-	-
451-BCHG	3 Cell 51Whr ExpressCharge Capable Battery	15	-	-
492-BCNQ	90 Watt AC Adapter	15	-	-

346-BEVD	Dell Top Case and Palmrest with Security	15	-	-
389-DOOP	RFID Module Label	15	-	-
389-DOQY	RFID Module Label	15	-	-
590-TEXZ	Dell USB,USB,AUDIO,Smart Card left I/O module	15	-	-
650-AAAM	No Anti-Virus Software	15	-	-
620-AALW	OS-Windows Media Not Included	15	-	-
451-BCHH	2nd 3 Cell 51Whr ExpressCharge Capable Battery	15	-	-
590-TEYC	No Additional IO Ports	15	-	-
430-XXYG	No Resource DVD / USB	15	-	-
340-AJPV	TPM Enabled	15	-	-
640-BBRG	System Driver, Dell Latitude 5420	15	-	-
658-BCUV	Dell Developed Recovery Environment	15	-	-
340-CHGB	Quick Referene Guide	15	-	-
340-AGIN	Safety/Environment and Regulatory Guide (English/Spanish)	15	-	-
332-1286	US Order	15	-	-
328-BCXL	Shuttle SHIP Material	15	-	-
340-CKTD	Directship Info Mod	15	-	-
389-BEYY	Regulatory Label included	15	-	-
389-BDCE	No UPC Label	15	-	-
537-BBBD	E5 Power Cord (US)	15	-	-
389-BLST	Intel(R) Core(TM) i7 Processor Label	15	-	-
800-BBGF	BTO Standard shipment Air	15	-	-
540-BCIH	Factory Installed Rigid handle tied sku	15	-	-
340-ACQQ	No Option Included	15	-	-
340-ACQQ	No Option Included	15	-	-
387-BBNJ	Energy Star Certified	15	-	-
319-BBFN	RGB Camera	15	-	-
808-6797	ProSupport Plus: Next Business Day Onsite, 3 Years	15	-	-

808-6805	Dell Limited Hardware Warranty Initial Year	15	-	-
808-6817	ProSupport Plus: Accidental Damage Service, 3 Years	15	-	-
808-6818	ProSupport Plus: Keep Your Hard Drive, 3 Years	15	-	-
808-6847	ProSupport Plus: 7X24 Technical Support, 3 Years	15	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	15	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Havis PKG-KB-201 - Keyboard and touchpad set - USB	5	\$361.19	\$1,805.95
	Estimated delivery date: Jan. 30, 2019 Contract No: 75AHH Customer Agreement No: DIR-TSO-3763			
A9003917	Havis PKG-KB-201 - Keyboard and touchpad set - USB	5	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7212	5	\$2,358.95	\$11,794.75
	Estimated delivery date: Feb. 14, 2019 Contract No: 75AHH Customer Agreement No: DIR-TSO-3763			
210-AMTI	Dell Latitude 7212 Rugged Extreme, XCTO	5	-	-
379-BCWO	7th Generation Intel Core i7-7600U	5	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	5	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	5	-	-
338-BMMX	Intel Core i7-7600U with u-blox NEO-M8 GPS card and 16GB Memory	5	-	-
631-ABLC	vPro Technology Advanced Management	5	-	-
370-ADVR	16GB 1866MHz LPDDR3 Memory	5	-	-
400-AOTF	M.2 256GB SATA Class 20 Solid State Drive	5	-	-
580-AGLS	Keyboard Cover with Kickstand	5	-	-
570-AADK	No Mouse	5	-	-
555-BDQR	Intel 8265AC wireless + Bluetooth Driver	5	-	-
555-BDIB	Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2) with Bluetooth, SAR	5	-	-

575-BBOR	Bracket for Wireless card	5	-	-
362-BBBB	No Mobile Broadband Card	5	-	-
451-BCCD	2-cell 34Wh) Lithium Ion Primary Battery	5	-	-
450-AEHK	45 Watt AC Adapter	5	-	-
634-BENZ	No DDP ESS Software	5	-	-
451-BCCM	2-cell (34Wh) Lithium Ion Secondary Battery	5	-	-
429-AATO	No Removable CD/DVD Drive	5	-	-
817-BBBB	No FGA	5	-	-
525-0131	Dell Command Power Manager (DCPM)	5	-	-
525-BBCL	SupportAssist	5	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	5	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	5	-	-
658-BBNF	Waves Maxx Audio Royalty	5	-	-
658-BCUV	Dell Developed Recovery Environment	5	-	-
658-BDPH	System Driver, Dell Rugged 12	5	-	-
658-BDQY	System Utilities, ISS3P0	5	-	-
537-BBBD	E5 Power Cord (US)	5	-	-
340-AASE	No Setup and Features Guide	5	-	-
620-AAOH	No Media	5	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	5	-	-
332-1286	US Order	5	-	-
340-AAFC	System Shipment	5	-	-
340-AQMD	Shipping Material, Shuttle	5	-	-
389-CGCG	Regulatory Label (WLAN)	5	-	-
460-BBEX	No Carrying Case	5	-	-
340-ACQQ	No Option Included	5	-	-
389-BDCE	No UPC Label	5	-	-
387-BBJZ	Energy Star Certified	5	-	-

800-BBGF	BTO Standard shipment Air	5	-	-
319-BBEQ	5MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphone	5	-	-
520-AAMZ	Dual Microphones	5	-	-
321-BCWT	WLAN Chassis 11.6 FHD (1920X1080) Outdoor-Readable Glove-Capable Touchscreen w/Gorilla Glass	5	-	-
389-CFVW	System Regulatory Label	5	-	-
750-AAXB	Connector for I/O Expansion	5	-	-
470-ACKF	Micro Serial Port	5	-	-
340-ACQQ	No Option Included	5	-	-
325-BCOH	No Smart Card Reader	5	-	-
325-BCOI	No Fingerprint Reader	5	-	-
804-0500	ProSupport: Next Business Day Onsite, 3 Years	5	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	5	-	-
997-6988	Dell Limited Hardware Warranty Initial Year	5	-	-
997-6995	ProSupport: 7x24 Technical Support, 3 Years	5	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Precision 3630 Tower	1	\$1,305.76	\$1,305.76
	Estimated delivery date: Jan. 31, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			
210-AOZN	Precision 3630 Tower CTO BASE	1	-	-
338-BOSN	Intel Xeon E-2124G, 4 Core, 8MB Cache, 3.4GHz, 4.5Ghz Turbo	1	-	-
412-AAOU	Dell Precision Tower 3630 Heatsink (80)	1	-	-
619-AMUB	Windows 10 Pro for Workstation (up to 4 Cores) Multi - English, French, Spanish	1	-	-
340-CKSZ	No AutoPilot	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
321-BDPL	Precision 3630 Tower with 460W up to 90% efficient PSU (80Plus Gold) with SD card reader	1	-	-

490-BEKP	NVIDIA Quadro P1000, 4GB, 4 mDP to DP adapter	1	-	-
370-AEFV	16GB (2x8GB) 2666MHz DDR4 UDIMM Non-ECC	1	-	-
631-ABTO	No Out-of-Band Systems Management	1	-	-
555-BBFO	No Wireless LAN Card	1	-	-
449-BBMM	C5 M.2 SSD + 3.5 1-3 HD	1	-	-
400-AXXU	M.2 512GB PCIe NVMe Class 40 Solid State Drive	1	-	-
412-AAPT	Thermal Pad for PCIE SSD	1	-	-
401-AADF	No Additional Hard Drive	1	-	-
401-AADF	No Additional Hard Drive	1	-	-
401-AADF	No Additional Hard Drive	1	-	-
401-AADF	No Additional Hard Drive	1	-	-
429-ABHB	No Optical Drive	1	-	-
780-BBCJ	No Raid	1	-	-
580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	1	-	-
275-BBBW	Black Dell MS116 Wired Mouse	1	-	-
340-ADBJ	Thank You for Choosing Dell	1	-	-
555-BBJO	No Additional Network Card Selected (Integrated NIC included)	1	-	-
817-BBBC	Not selected in this configuration	1	-	-
492-BBFF	No PCIe add-in card	1	-	-
450-AHED	US Power cord	1	-	-
340-CFEJ	Quick Start Guide	1	-	-
620-AALW	OS-Windows Media Not Included	1	-	-
387-BBCG	No ESTAR	1	-	-
640-BBRC	Dell Precision Optimizer	1	-	-
632-BBBJ	CMS Software not included	1	-	-
817-BBBB	No FGA	1	-	-
340-CBUU	SHIP,PWS,LNK,NO,NO,AMF	1	-	-
340-CBVE	Shipping Material for MT DAO	1	-	-

340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
555-BBNI	No Wireless LAN	1	-	-
389-CUOR	Precision 3630, 460W Reg Label DAO	1	-	-
332-1286	US Order	1	-	-
338-BOME	Intel Xeon CPU label	1	-	-
650-AAAM	No Anti-Virus Software	1	-	-
411-XXYB	Boot drive or storage volume is greater than 2TB (select when 3TB/4TB HDD is ordered)	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
389-BCGW	No UPC Label	1	-	-
340-AAUC	Dell Digital Delivery Cirrus Client	1	-	-
525-BBCL	SupportAssist	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BDYP	Dell Applications for Windows 10	1	-	-
340-ACBY	Dell Precision TPM Info	1	-	-
575-BBBI	No Integrated Stand option	1	-	-
461-AABV	No Accessories	1	-	-
492-BCLP	No Additional Port	1	-	-
520-AABF	External Speaker Not Included	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	1	-	-
997-2808	Dell Limited Hardware Warranty Plus Service	1	-	-
997-2836	ProSupport: 7x24 Technical Support, 3 Years	1	-	-
997-6782	ProSupport: Next Business Day Onsite, 3 Years	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Havis Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna and Power Supply - docking station - VGA	1	\$485.99	\$485.99
	Estimated delivery date: Feb. 26, 2019			
	Contract No: 75AHH			
	Customer Agreement No: DIR-TSO-3763			

A8516277	Havis Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna and Power Supply - docking station - VGA	1	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell Business Dock - WD15 with 130W adapter with DiB mDP to DP cable 2.7ft (0.8m)	25	\$136.39	\$3,409.75
	Estimated delivery date: Jan. 29, 2019 Contract No: 75AHH Customer Agreement No: DIR-TSO-3763			
452-BDDV	Dell Business Dock - WD15 with 130W adapter with DiB mDP to DP cable 2.7ft (0.8m)	25	-	-
			Subtotal:	\$89,342.37
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$89,342.37

Unless you have a separate written agreement that specifically applies to this order, your order is subject to [Dell's Terms of Sale](#) (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 4, 2019

FROM: Eric Greaser, Fire Chief *EG*

ITEM: **Consider approval of an Interlocal Agreement with the Town of Double Oak for an Outdoor Warning Sirens Assistance Program.**

BACKGROUND INFORMATION: The Towns of Flower Mound and Double Oak are entering into a mutually beneficial agreement to install two outdoor warning sirens around the common borders of each Town. The Town of Double Oak will pay to purchase one siren as well as the associated annual maintenance fees while the Town of Flower Mound will pay for and maintain the second siren. Flower Mound's Emergency Management Division will oversee the maintenance, operation, and activation of both sirens. A Decision Package will be included with the FY19-20 Budget Submittal if this agreement with the Town of Double Oak is approved by Council.

The Town of Double Oak approached Fire Chief Eric Greaser and Flower Mound's Emergency Management Division after the straight-line wind event of June 20, 2018, about the possibility of assisting with Outdoor Warning Siren coverage. Emergency Management Officer Brandon Barth presented to Double Oak's Town Council about solutions and coverage areas. The Town of Double Oak decided to pursue two sirens within their Town limits. Currently, the proposed locations are at Double Oak's Municipal Complex and the water storage location at Kings Road and McMakin/Shiloh Road. These locations would also be beneficial to Flower Mound since the area north of Farm-to-Market 1171 located between Bridlewood Boulevard and Shiloh Road have some gaps in coverage from the existing Outdoor Warning Siren network and there is limited property that the Town owns within this area. Attached to this Staff Report are coverage maps provided by American Signal of the two proposed siren locations reflecting the decibel ratings and topography of the area surrounding them.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

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

ATTACHMENTS:

1. Interlocal Agreement Outdoor Warning Sirens Assistance Program for the Towns of Flower Mound and Double Oak Texas
2. Siren coverage map of proposed location at the Double Oak Municipal Complex
3. Siren coverage map of proposed location at Kings Road and McMakin/Shiloh Road

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

**INTERLOCAL AGREEMENT
OUTDOOR WARNING SIRENS ASSISTANCE PROGRAM
FOR THE TOWNS OF FLOWER MOUND AND DOUBLE OAK TEXAS**

THE STATE OF TEXAS)
)
COUNTY OF DENTON)

The parties to this Agreement ("AGREEMENT"), are the Towns of Flower Mound ("FLOWER MOUND"), a home rule municipality of Tarrant and Denton Counties, Texas and Double Oak ("DOUBLE OAK"), a type A general law municipality of Denton County, Texas

W I T N E S S E T H:

WHEREAS, FLOWER MOUND and DOUBLE OAK (hereinafter collectively referred to as the "Parties" or singularly as to either "Party") are political subdivisions of the State of Texas authorized by and in conformance with the Chapter 791 of the Texas Government Code, Interlocal Cooperation Act (the "Act"), to contract with each other to perform governmental functions and services; and

WHEREAS, DOUBLE OAK desires to install two (2) Outdoor Warning Systems and outdoor sirens capable of broadcasting emergency warnings within Double Oak's corporate limits, and bordering FLOWER MOUND's corporate limits; and

WHEREAS, the sirens will be beneficial to both Double Oak and Flower Mound; and

WHEREAS, the Parties desire to share in the cost of the sirens; and

WHEREAS, this Agreement pertains to the purchase, operation, testing, maintenance and monitoring of the outdoor warning siren owned by the Parties and located within the territorial limits of DOUBLE OAK.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, FLOWER MOUND AND DOUBLE OAK HEREBY AGREE AS FOLLOWS:

Section 1. Recitals. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term. This Agreement shall begin as of the date of the last signature and shall remain in effect for as long as FLOWER MOUND operates an outdoor warning siren, unless terminated earlier under the terms of this Agreement.

Section 3. Agreement to install and maintain warning sirens.

- (a) FLOWER MOUND siren. FLOWER MOUND will provide funding when approved in budget by Town Council for the purchase and installation for one (1) outdoor warning siren to be placed within DOUBLE OAK at a mutually agreed upon location that borders FLOWER MOUND.

- (b) DOUBLE OAK siren. DOUBLE OAK will provide funding when approved in budget by Town Council for the purchase and installation for one (1) outdoor warning siren to be placed within DOUBLE OAK at a mutually agreed upon location that borders FLOWER MOUND.
- (c) Ownership. Each Party shall retain ownership of the siren it funded.
- (d) Payment for maintenance. The Parties agree to provide payment for the yearly maintenance costs for the outdoor warning siren it funded upon the expiration of the first year's warranty. Each Party shall also be responsible for all routine monthly and yearly costs associated with the siren operation for the siren it funded.
- (e) Relocation. Upon either Party determining to relocate their siren, that Party will be financially responsible for the removal, relocation and installation of the siren at the new location.
- (f) Insurance. Each Party will be responsible for insuring their siren.
- (g) Site Fees/Agreements. Double Oak is financially responsible for any fees or agreements associated with site procurement.

Section 4. Additional services to be provided by FLOWER MOUND to maintain and operate the two sirens.

- (a) Oversight of maintenance contractor. FLOWER MOUND's Emergency Management Division will coordinate with a contractor to ensure the outdoor warning sirens remain operational in accordance with the maintenance agreement.
- (b) Activation of warning sirens. FLOWER MOUND's Emergency Management Division will be responsible for the activation of the outdoor warning sirens pursuant to North Central Texas Council of Government's outdoor warning siren activation criteria.
- (c) Monthly testing. FLOWER MOUND will conduct monthly tests in conjunction with all other FLOWER MOUND outdoor warning sirens. The tests will take place the first Wednesday of every month, weather and event permitting, at approximately 1:00 PM. Flower Mound Fire Department personnel will monitor the siren for proper operation during all tests and provide routine maintenance checks.
- (d) Access. Unrestricted site access will be given to Flower Mound's Emergency Management Division and the siren maintenance contractor; i.e. gate codes or keys.

Section 5. Miscellaneous.

- (a) Complete agreement. This Agreement embodies the complete agreement of the Parties hereto superseding all oral or written previous and contemporary agreements between the Parties relating to matters in this Agreement.

- (b) Current revenues. Each Party paying for the performance of governmental functions shall make those payments from current revenues available to the paying Party.
- (c) Notices. All notices required or provided for in this Agreement shall be sent:
- | | |
|---------------------------|--------------------------|
| <u>FLOWER MOUND</u> | <u>DOUBLE OAK</u> |
| Attn: City Manager | Attn: City Administrator |
| Town of Flower Mound | Town of Double Oak |
| 2121 Cross Timbers Road | 320 Waketon Rd. |
| Flower Mound, Texas 75028 | Double Oak, Texas 75077 |
- (d) No waiver of sovereign immunity. This Agreement shall not be construed to limit or waive the Parties police powers or governmental immunities.

This Agreement becomes effective upon the date signed by both Parties.

Signatures on Following Page

TOWN OF FLOWER MOUND

By: _____
Steve Dixon, Mayor

Date: _____

ATTEST:

By: _____
Theresa Scott, Town Secretary

TOWN OF DOUBLE OAK

By: _____
Mike Donnelly, Mayor

Date: _____

ATTEST:

By: _____
Town Secretary

Attachment #2
Proposed Outdoor Warning Siren
Location: Double Oak Municipal Complex

Date: 9/25/2018

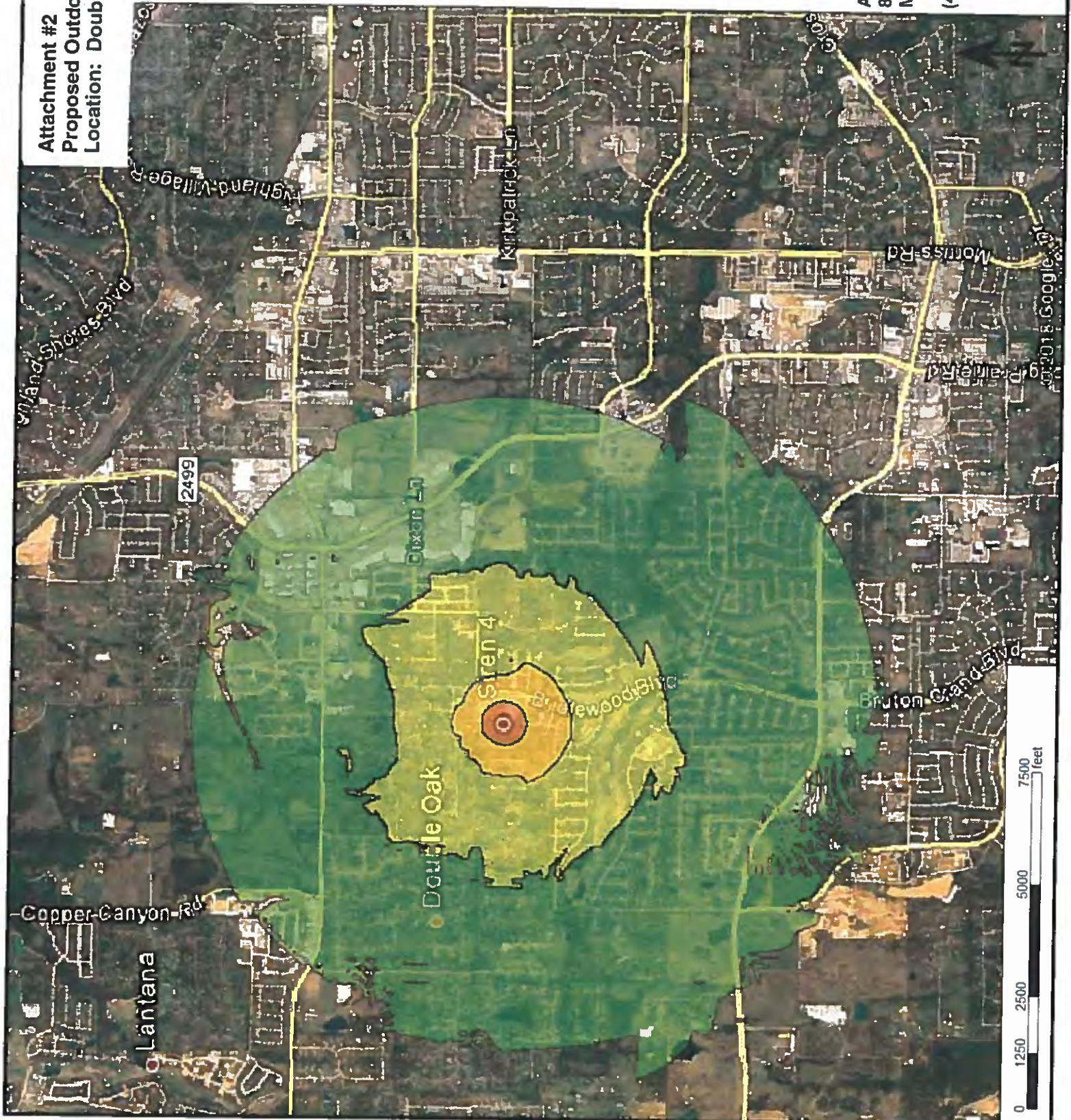
Noise level
 Noise level Day
 in dB(C)



This map was compiled using data believed to be reasonably current and accurate, but a degree of error is inherent in all maps.

American Signal Corporation
 8600 W. Bradley Road
 Milwaukee, WI 53224

(414) 358-8000



Attachment #3
Proposed Outdoor Warning Siren
Location: Kings Road and McMakin/Shiloh Road

T-128

Date: 9/25/2018

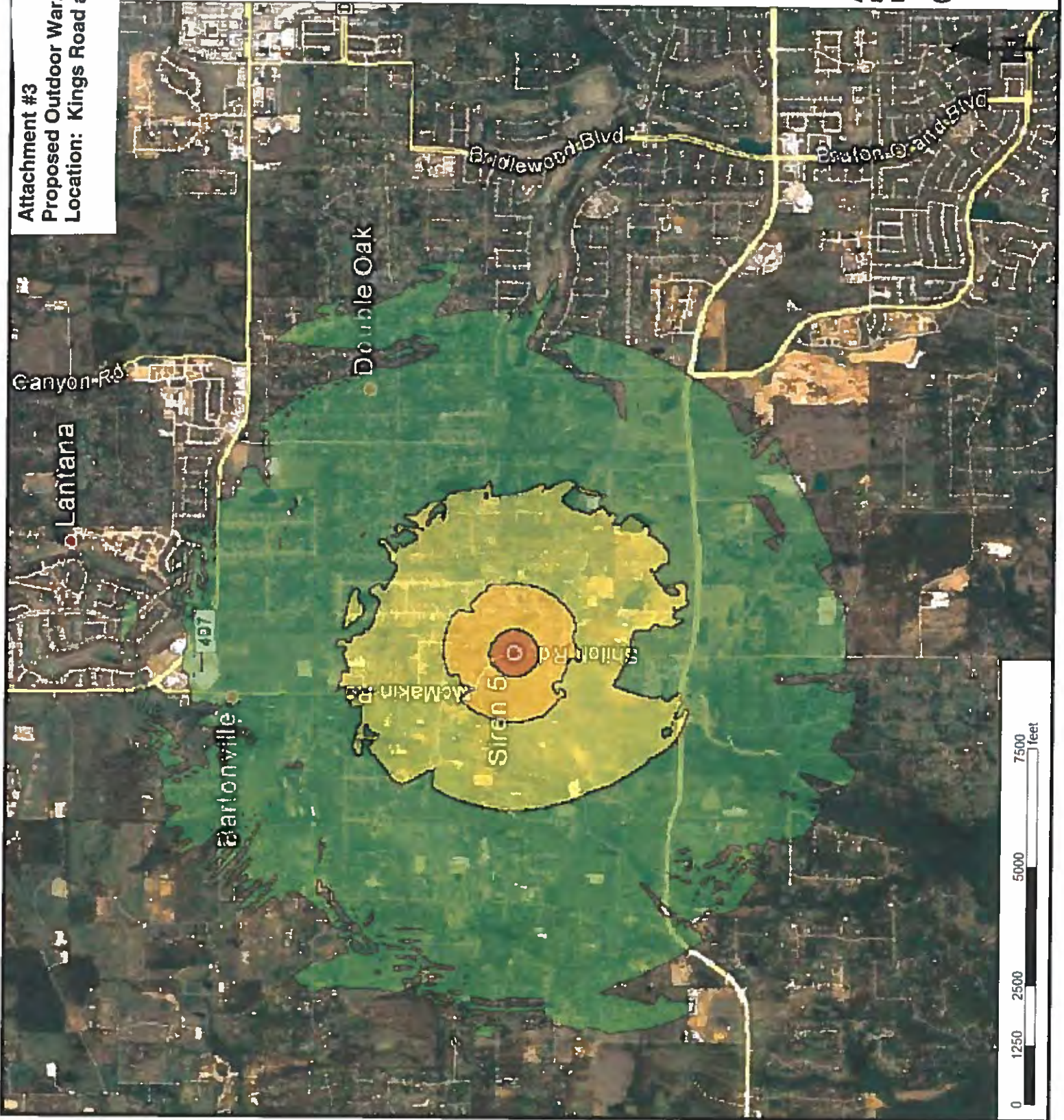
Noise level
Noise level Day
in dB(C)



This map was compiled using data believed to be reasonably current and accurate, but a degree of error is inherent in all maps.

American Signal Corporation
8600 W. Bradley Road
Milwaukee, WI 53224

(414) 358-8000





TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 4, 2019

FROM: Eric Greaser, Fire Chief *EG*

ITEM: **Consider approval of a Fire Department Automatic Aid Agreement with the City of Highland Village.**

BACKGROUND INFORMATION: Flower Mound and Highland Village Fire Departments have worked to establish efficiencies in our abilities to share resources. This includes:

- Highland Village has purchased same ICS CAD software as Flower Mound utilizes.
- Highland Village has successfully integrated into the Denton County Radio system.
- Highland Village has purchased the same records management software as FMFD utilizes.
- Budget planning by Highland Village to purchase the same station alerting system as FMFD will soon implement. This will allow each agency to direct-dispatch the closest due units.

This Automatic Aid Agreement will improve response times to our citizens that are known to be outside of our Smart Growth established times. This is documented in the annual reports and is generally the areas in the far northeast borders of the Town. The area specifically included is known in the FMFD mapping system to be Boxes 380 and 381. Street maps for the two boxes are attached as Exhibit A to the agreement.

This agreement will also improve the mutual aid of both Town's ambulance transport capacity due to Flower Mound providing an Engine response to Highland Village rather than Highland Village utilizing their only staffed ambulance as a manpower unit on commercial fire alarms. When the Highland Village ambulance is tied to such calls, it creates a next medical call need for mutual aid ambulance thus utilizing a Flower Mound ambulance to fill this need. The efficiencies are gained by having the most appropriate staffed unit on the specified call type. The capacity in both agencies for transport ambulance units is stretched in general and any deviation from the appropriate unit on the specified call type exacerbates this issue.

At the core of this agreement is our responsibility to assure services are efficiently and equitably delivered to all of our citizens and those that utilize our 911 services. Delays in service delivery are never acceptable when utilization of the closer staffed resources are available through structured agreements and utilization of available technology which provides services more efficiently.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

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

ATTACHMENTS:

1. Fire and Emergency Services Automatic Aid Agreement

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

FIRE AND EMERGENCY SERVICES AUTOMATIC AID AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This **FIRE AND EMERGENCY SERVICES AUTOMATIC AID AGREEMENT** ("Agreement") is made and entered as of the Effective Date by and between the Town of Flower Mound ("Flower Mound") and the City of Highland Village ("Highland Village"), by and through their authorized representatives. Flower Mound and Highland Village are hereafter collectively referred to as "the Cities" and individually as "City".

RECITALS

WHEREAS, the Cities are both Texas home rule municipalities and have a lengthy history of mutually beneficial cooperative efforts; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code (i.e. Interlocal Cooperation Act or "the Act"), the Cities desire to continue these cooperative efforts whereby each City agrees to provide certain emergency and medical services ("Emergency Medical Services") to the other City through their respective fire departments; and

WHEREAS, this Agreement is made for the Cities' respective fire departments as automatic assistance pursuant to V.T.C.A., Government Code, Chapter 418, commonly referred to as the Disaster Act of 1975; and nothing in this Agreement is intended to limit the availability of benefits to each City's personnel under Texas Government Code Chapter 615, as amended, and as it may be amended in the future.

WHEREAS, Flower Mound deems it necessary and desirable to enter into an agreement with Highland Village for Automatic Aid Paramedic Engine Response to improve Paramedic Engine Response to its residents and Highland Village deems it necessary and desirable to enter into an agreement with Flower Mound for Automatic Aid Paramedic Engine Response to improve Paramedic Engine Response to its residents; and

WHEREAS, Highland Village is closer in proximity to the residential area marked on Box 380 and 381 on Exhibit A.

WHEREAS, Flower Mound can provide a second paramedic engine to all commercial businesses in Highland Village; and

WHEREAS, Flower Mound and Highland Village desire to enter this Agreement to specify the terms and conditions by which each City agrees to provide Emergency Services to the other City; and

NOW, THEREFORE, for and in consideration of the promises and covenants set forth herein, the Parties agree as follows:

Article I

Definitions

In addition to the definitions stated in the preamble hereof, the following words and phrases as hereafter used in this Agreement shall have the following meanings unless the context clearly indicates otherwise:

ALS means advanced life support emergency medical services as defined in Texas Health & Safety Code §773.043, as amended.

Emergency Condition means any condition requiring rescue, fire protection Or Emergency Medical Services, inclusively.

Emergency Medical Services means a type of emergency service dedicated to providing out-of-hospital acute medical care, transport to definitive care, and other medical transport to patients with illnesses and injuries which prevent the patient from transporting themselves.

First Due Response means the utilization of the closest emergency vehicle to the specific locations designated in "Exhibit A" to begin administration of care.

Receiving City means the City within whose corporate limits the location of the site where the Emergency Condition is occurring.

Responding City means the City responding to a call relating to an Emergency Condition pursuant to this Agreement the site of which is within the incorporated limits of another City.

Article II

Effective Date and Term

This Agreement shall become effective on the date it is signed by authorized representatives of both of the Cities ("the Effective Date") and end September 30, 2019 (said period being the "Initial Term"). This Agreement shall be automatically renewed for successive one year terms unless either City elects to terminate the Agreement as provided in Section 7.03.

Article III

Providing of Services by Highland Village

Section 3.01 Services.

Highland Village will provide Automatic Aid Coverage to Flower Mound in the designated areas marked in Box 380 and 381 on Exhibit A. Highland Village will allow direct requests of Fire and EMS Paramedic Engine Services to service Flower Mound in the designated areas marked in Box 380 and 381 in Exhibit A.

Section 3.02 Services Standards.

Emergency Medical Services will be provided by Highland Village in accordance with standard operating procedures of the Highland Village Fire Department, in conformance with Highland Village's rules, regulations and ordinances relating to provision of such services. Highland Village agrees that the Emergency Medical Services provided will meet or exceed all applicable standards related to equipment and service as required by law for ALS operations.

Article IV
Providing of Services by Flower Mound

Flower Mound will provide a paramedic engine to all non-residential Fire Alarms within the corporate limits of Highland Village.

Article V
Provisions of Dispatched Equipment and Personnel

Section 5.01 Equipment and Personnel Ownership. All equipment used by each City's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by the Responding City; and all personnel acting for each City's fire department under this Agreement will, during the time response services are required, be paid employees of the City where they are regularly employed.

Section 5.02 Dispatch Protocols. Except as otherwise specified in this Agreement, details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Cities' Fire Chiefs. Such details will be stipulated in one or more policy which may be revised or amended at any time by written agreement of the Cities' Fire Chiefs.

Section 5.03 Limiting Conditions. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- (a). The predetermined amount of aid, type of equipment and number of personnel shall be sent by the Responding City unless such amount of assistance is unavailable due to emergency conditions confronting the Receiving City's or Responding City's forces at the time of need for assistance under this Agreement.
- (b). In fulfilling their obligations provided for in this Agreement, the Cities agree to comply with the procedures set forth in this Agreement, a copy of which shall be placed on file in the office of the City Secretary of each City in reference to this Agreement and made part hereof for all purposes upon its completion and execution by the Chiefs.

Article VI
Cost Responsibility; Liability

Section 6.01 Cities' Expenses. Each City shall be solely responsible for the payment of its costs associated with providing Fire and EMS Services to the other City pursuant to this Agreement.

Section 6.02 Patient Billing. The Responding City agrees to bill residents of the Receiving City who receive Emergency Medical Services from the Responding City in the same manner as Receiving City would bill the person if the Receiving City had provided the Emergency Medical Services. The Cities acknowledge that, as of the Effective Date, they have enacted the same billing rates for Emergency Medical Services for their respective residents and have a policy of "Zero Balance Billing", in which any remaining balance after billing for Emergency Medical Services provided to the City's resident will be written off and not collected after receipt of payment for all insurance and other third-party benefits. A City shall provide the other City notice of its intent to modify its Emergency Medical Service billing rates and/or its Zero Balance Billing Policy not later than thirty (30) days prior to the effective date of such modifications.

Section 6.03 Liability. Each City waives all claims against the other City for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. THE ASSIGNMENT OF LIABILITY UNDER THIS AGREEMENT IS INTENDED TO BE DIFFERENT THAN LIABILITY OTHERWISE ASSIGNED UNDER TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). INSTEAD, LIABILITY, IF ANY, SHALL BE AS SET OUT IN THIS AGREEMENT, AS PROVIDED BY TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a-1). EACH CITY SHALL BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM ITS OWN ACTIONS OR OMISSIONS, AND THOSE OF ITS OWN EMPLOYEES, REGARDLESS OF WHICH CITY WOULD HAVE BEEN RESPONSIBLE, IN THE ABSENCE OF THIS AGREEMENT, FOR FURNISHING THE SERVICES PROVIDED. THIS PROVISION IS FOR THE BENEFIT OF THE CITIES AND IS NOT INTENDED TO CREATE A THIRD-PARTY CAUSE OF ACTION OR WAIVE ANY IMMUNITIES OR DEFENSES AVAILABLE TO THE CITIES.

Article VII
General Provisions

Section 7.01 Insurance. Each City will carry insurance for such purpose and in such amounts as are determined by the City to be necessary or advisable.

Section 7.02 Regulatory Bodies. The Cities shall comply with all Federal and State statutes, as well as all local ordinances and regulations applicable to the performance of the services under this Agreement.

Section 7.03 Termination. Either City may terminate this Agreement with or without cause by giving ninety (90) days written notice of termination to the other City. In addition, this Agreement shall terminate if the governing body of either City shall fail to appropriate sufficient

funds to satisfy any obligation of that City hereunder. Termination shall be effective as of the last day of the fiscal period for which sufficient funds were appropriated or upon expenditure of all appropriated funds, whichever comes first. Termination pursuant to this non-appropriation clause shall be without further penalty or expense to either City.

Section 7.04 Independent Contractor. Each City shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant, or employee of the other City. Subject to the terms of this Agreement, each City shall have the right to control the details of its performance hereunder.

Section 7.05 Non-Waiver of Immunities and Defenses. It is expressly understood and agreed that, in the execution of this Agreement, neither City waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to the City against third-party claims arising in the exercise of governmental powers and functions.

Section 7.06 Notices. Any notice required or permitted to be delivered hereunder shall be in writing be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following addresses or at such other addresses as may from time to time be designated in writing by a City::

If to Flower Mound:

Town of Flower Mound
Attn: Jimmy Stathatos, Town Manager
2121 Cross Timbers Road
Flower Mound, Texas 75028

With Copy to:

Town of Flower Mound
Attn: Fire Chief
3911 S. Broadway Avenue
Flower Mound, Texas 75028

If to City of Highland Village:

City of Highland Village
Attn: Michael Leavitt, City Manager
1000 Highland Village Road
Highland Village, Texas 75077

With Copy to:

City of Highland Village
Attn: Fire Chief
1000 Highland Village Road
Highland Village, Texas 75077

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Section 7.07 No Assignment. This Agreement is not assignable by either City. Any attempt to assign this Agreement is void.

Section 7.08 Amendment. This Agreement may be amended at any time only by written agreement of the Cities.

Section 7.09 Severability. The provisions of this Agreement are severable. Should any portion of it be adjudged invalid by a court of competent jurisdiction, the remainder of its provisions are to be given full force and effect as if the offending portion did not exist.

Section 7.10 No Third-Party Beneficiaries. The provisions and conditions of this Agreement are solely for the benefit of the Parties and any authorized successor or assign and are not intended to create any rights, contractual or otherwise, to any other person or entity.

Section 7.11 Force Majeure. If the performance by a City of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lock-outs, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the City obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the City so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such City was delayed.

Section 7.12 Entire Agreement. This writing embodies the entire agreement and understanding between the Cities regarding the subject matter of this Agreement, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Section 7.13 Waiver. No waiver of performance by either City shall be construed as or operate as a waiver of any subsequent default or breach of any term, covenant, or condition of this Agreement. The payment or acceptance of fees for any period after a default or breach shall not be deemed a waiver of any right or acceptance of defective performance.

Section 7.14 Governing Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. This Agreement is performable in Denton County, Texas. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas, the personal jurisdiction to which the Cities agree to submit.

Section 7.15 Construction. The Cities acknowledge that each City and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting City must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 7.16 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 7.17 Authority. Each City represents and warrants that the undersigned officer or agent of the City has been properly authorized by that City's governing body to execute this

Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect.

Section 7.18 Current Funds. Each City paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying City.

Signatures on Following Page

SIGNED AND AGREED this ____ day of _____, 2019.

CITY OF HIGHLAND VILLAGE

By: _____
Michael Leavitt, City Manager

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this ____ day of _____, 2019.

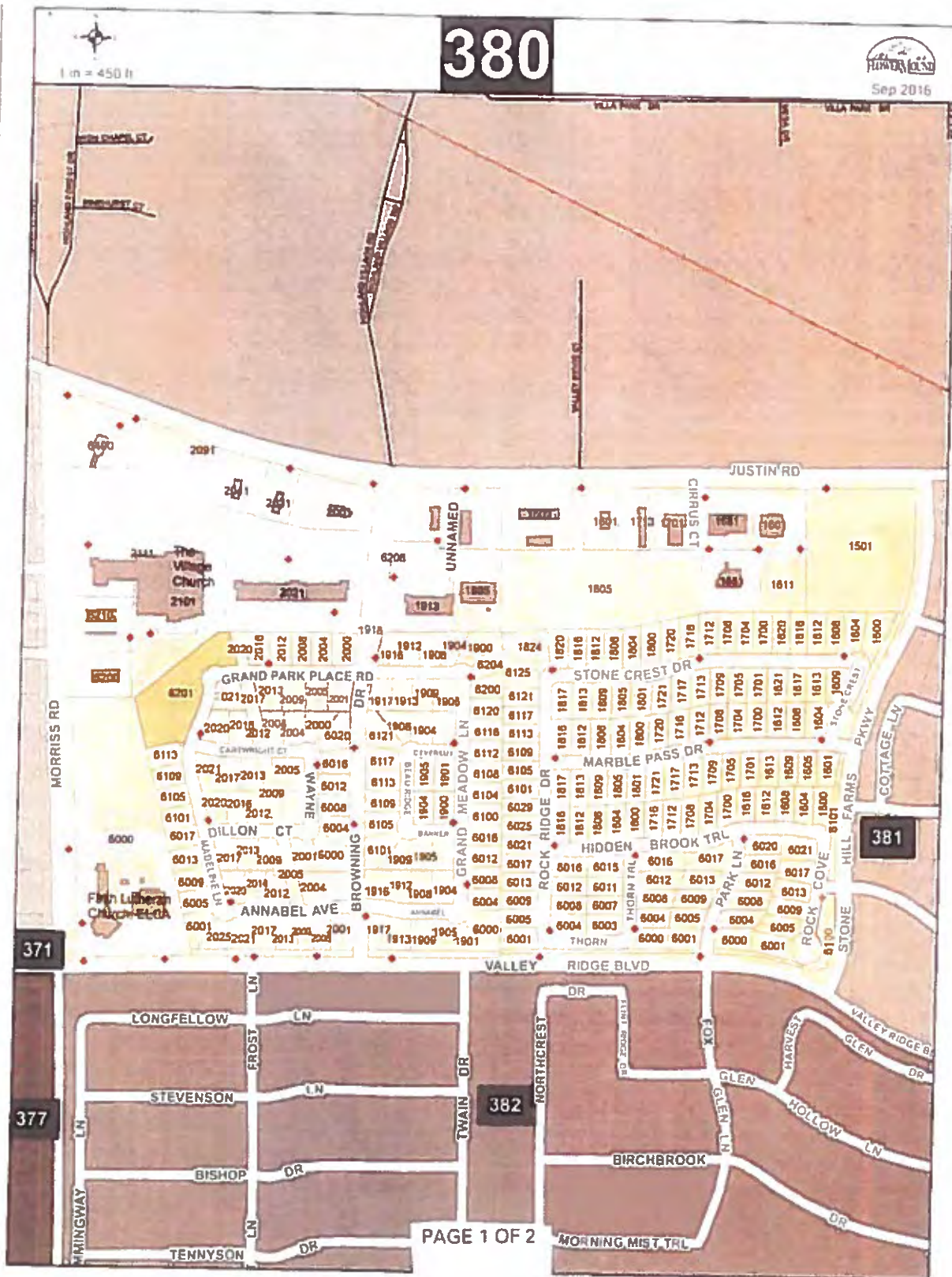
TOWN OF FLOWER MOUND

By: _____
Steve Dixon, Mayor

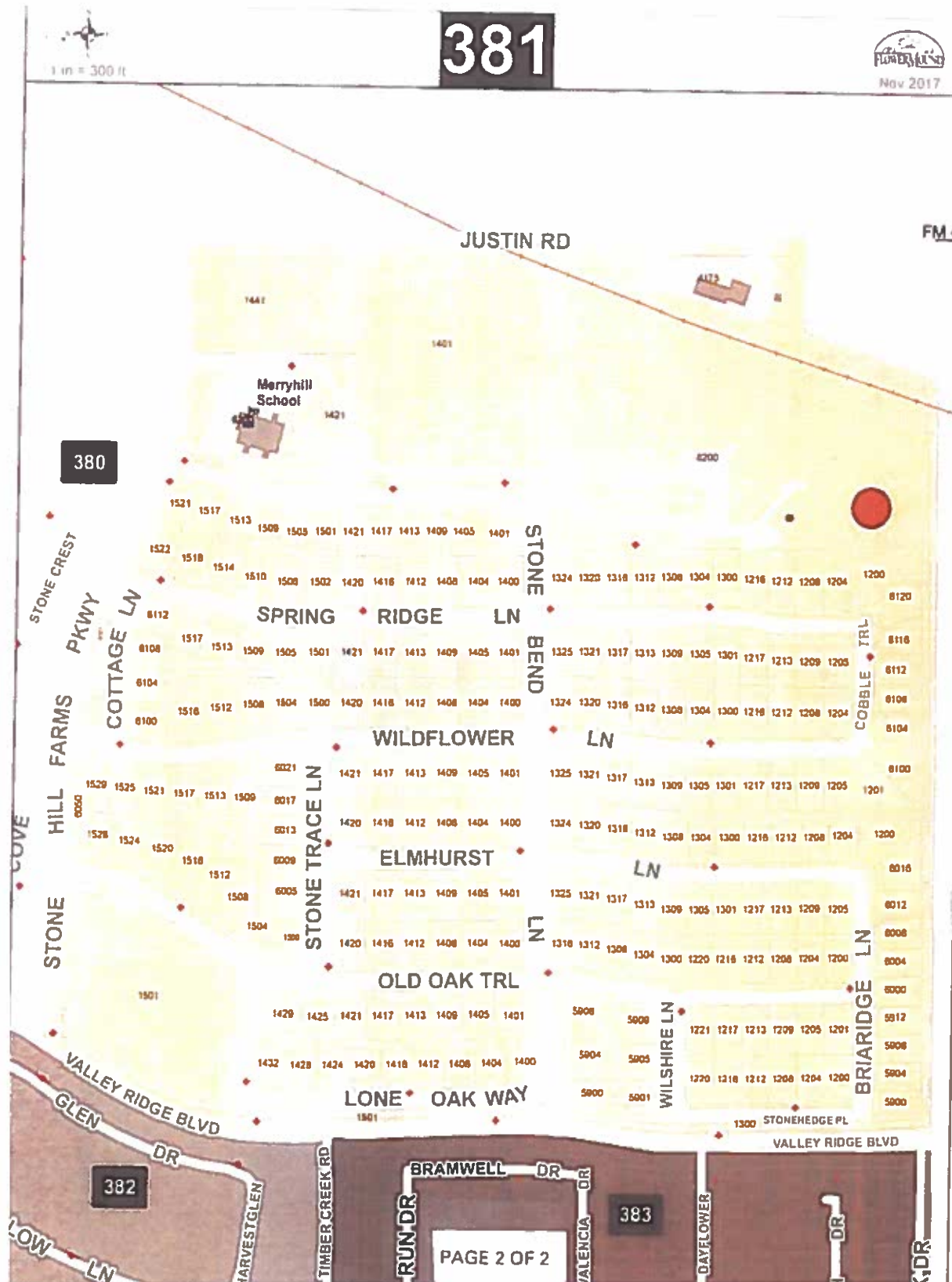
ATTEST:

Theresa Scott, Town Secretary

EXHIBIT A MAP OF HIGHLAND VILLAGE SERVICE AREA



PAGE 1 OF 2





TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 4, 2019

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

ITEM: Consider approval of a Professional Services Agreement with CP&Y, Inc., for the design phase services for the Red Bud Point Water Service Relocation project, for \$98,455.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In April 1999, an 8-inch waterline was constructed in the Red Bud Point neighborhood to provide fire protection. The existing 2-inch line remained in service to provide water service to the customers. The current Red Bud Point Water Service Relocation project will include construction of approximately 4,775 LF of 8-inch water line, to fill the gaps from the 1999 project, and to relocate all services to the 8-inch line. The project is necessary to replace the aging water line infrastructure, with recent break history, within and near Red Bud Point.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$98,455.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$98,455.00	630-960-98820

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
CP&Y, INC.**

This contract is entered into on this 4th day of February, 2019, 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 **CP&Y, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 1820 Regal Row, Dallas, TX 75235.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Red Bud Point Water Service Relocation 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 Red Bud Point Water Service Relocation 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 Ninety-Eight Thousand Four Hundred Fifty-Five and No/100 Dollars (\$98,455.00). 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.
Engineering Manager
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 OCCURRING

DIRECTLY AS A RESULT OF 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 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.
Engineering Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6234

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:

Tomas Cochill, P.E.
Vice President
CP&Y, Inc.
1820 Regal Row
Dallas, Texas 75235
214-638-0500

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.

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:
CP&Y, Inc.

By: [Signature]
Name: JOHN R. MIRAHAN
Title: VICE PRESIDENT
Date Signed: 1/15/2019

State of Texas §
County of Dallas §

This instrument was acknowledged before me on the 16th day of January, 2019, by John R. Mirahan in his capacity as Vice President of CP&Y, 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 Vice President.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF Jan, 2019.

[Signature]
Notary Public, State of Texas

My Commission Expires:

July 1, 2019

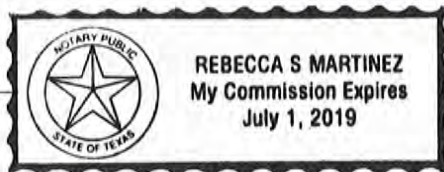


EXHIBIT A
SCOPE OF SERVICES
FOR
RED BUD POINT WATER SERVICE RELCATION
FLOWER MOUND, TEXAS

The scope of work for engineering provided by CP&Y, Inc. (the “Engineer”) services involves: field surveying, engineering design, preparation of plans and specifications, computing of construction quantities, and preparation of an opinion of probable cost. All design work shall be in accordance with the Town of Flower Mound, Texas (the “Owner”) standard requirements. The standard drawings and specifications published by the Owner will be utilized on the project and supplemented where necessary by standard drawings and specifications from the North Central Texas Council of Governments (NCTCOG).

The project involves new construction of approximately 4,775 LF of 8 inch water line and the relocation of approximately 84 service connections.

It is the intent of the Owner to relocate the services in Red Bud Point area from an existing 2 inch water line to a new or existing 8 inch water line depending on the location. A portion of the area has an existing 8 inch water line installed for fire protection but the water meters are serviced by an existing 2 inch water line. A portion of the scope of this project will be to relocate these service taps from the 2 inch line to the 8 inch line. In some areas an 8 inch line does not exist and in those areas a new 8 inch water line is to be installed and then existing services to be relocated to the new line. The new 8 inch line will be connected to the existing 8 inch lines where they cross.

Engineer will provide the design for the water line and will incorporate the waterline design and specs into the bid documents.

Consultant services for this project shall include the work as set forth in the following scope of services (Exhibit A), and in coordination with Exhibit B (Services to be provided by the Town). Any of the items identified herein that are specifically excluded from this scope of work and/or any items not listed below that are desired by the Town to be included in the scope of work may be added at any time via a duly executed Supplemental Agreement defining the scope of those items and the related adjustment to the agreed upon fee.

The parameters for the design of the improvements shall include the following:

- A detailed field survey (not to include topography) will be conducted in the areas where a new water line is to be constructed. In the areas where an 8 inch water line is existing, survey stationing of existing water meters will be provided. The field survey will at a minimum consist of the paved areas and will extend to the ROW lines if vegetation allows.

- Engineering design will include reviewing two options for installing the new 8 inch water line. The design will consider open cut and tunneling or boring.
- Erosion control plans for use during construction, and post construction erosion control to include sodding and/or seeding as necessary to re-establish vegetation;
- Submittals to the City of work-in-progress shall be made at 60%, 90% and 100% stages of completion, as more fully defined in Exhibit C. Each submittal will include three (3) sets of half size (11" x 17") drawings;
- All plan sheets for review and construction shall be printed on 11"x17" bond paper and provided electronically in PDF format if requested;
- All design work shall be prepared in CAD with electronic files in AutoCAD format which will be provided to the Town upon completion of the record drawings;
- Standard and typical details of the Town and NCTCOG selected for use will be included in the final plans and specifications;
- Special details not available as a standard drawing by the Town and NCTCOG will be prepared, as necessary;

The Engineer will perform the necessary engineering and technical services for the Design including any Additional Services for the development of this project in accordance with the following sections of this agreement.

TASK 1 PROJECT MANAGEMENT & ADMINISTRATIVE TASKS

1. Project Management, Administration and Coordination

The Engineer will establish and maintain project schedules and budgets, develop monthly progress reports, prepare invoices, and attend design meetings with the Owner and other entities on an as-needed basis during the project design.

2. Franchise Utility Coordination

The Engineer will not be responsible for direct coordination with the various utility companies. The Engineer will attend coordination meetings to assist the Town in investigating potential conflicts. If, in fact, there is a conflict, the Engineer and Town staff will meet with the utility company to resolve the conflict.

The Engineer will not be responsible for the redesign of any franchise utility services, the relocation of these services, or the scheduling and confirmation of such relocations.

TASK 2 SURVEYING

1. Field/Ground Survey

Engineer will provide detailed field survey as necessary to facilitate said design including:

- a. Town of Flower Mound will obtain Right-of-Entry as needed.
- b. Recover and or establish horizontal control based on Town of Flower Mound or other applicable datum approved by the Town.
- c. Establish the horizontal project control per Town of Flower Mound, locate existing utilities, and locate other surface features in the project necessary for design. The general field surveying requirements are as follows:
 - (i) Establish the horizontal control points using any Town control points if readily available. The project base line will be coincidental with or parallel to the station design centerline. The approximate ROW will be established by using existing property corners found and tied. If insufficient or conflicting property data is found, a right-of-way survey shall be prepared as an additional service as directed by Town. Any traverse related to the project will be performed with appropriate modified second order procedures by closed loop into the project control. Closures will be one part in 20,000 or better.
 - (ii) Provide drawing of all trees greater than 4" in caliper, paving, and all surface and overhead features within the project limits including: all visible surface appurtenances such as power poles, guy anchors, overhead electric line crossings, telephone pedestals and cabinets, pipeline signs and vents, valves, manholes, roadway signs, mailboxes, private driveways, turnouts, and fences.
 - (iii) Design survey area includes:
 - Ferndale approximately 635 LF
 - Orchard approximately 400 LF
 - Red Bird Dr. approximately 500 LF
 - Meadow Lane approximately 280 LF
 - Grapevine approximately 805 LF
 - Green Briar approximately 175 LF
 - Lakeside approximately 875 LF
 - Crooked Lane approximately 300 LF

Highview approximately 320 LF

Northridge Ct approximately 210 LF

Timberlake Ct. approximately 275 LF

d. Information Submittal

All fieldwork will be documented and made available to Town for review if requested. Format of field data submittals will be a computer output listing of data collector information which includes x & y coordinates and a description of each point; coordinate geometry computer output of traverses; field books if produced; or other acceptable formats. Survey files will be provided in ASCII format where applicable.

TASK 3 PRELIMINARY DESIGN PHASE

1. General Design

a. Project Title Sheet

A project title sheet will be prepared as required for use in the construction plans in accordance with the sample provided by the Owner.

b. Basic Project Layout Sheets

Basic project layout sheets will be prepared at a minimum of 1"=100' (half-size), which indicates the limits of the entire project. These layout sheets will indicate the major structures contained within the project, the names of all intersecting roadways, and other items relevant to creating an overall perspective of the project.

c. Determine method of construction for each line segment.

Based on field survey data and estimated construction cost, discuss with Town staff as to what method of construction on each proposed 8 inch line segment will be utilized (open cut, tunnel, bore, etc.).

d. Quantities and Construction Cost

Project quantities will be calculated and tabulated in a bid schedule. The pay items will be in accordance with previous Town projects and supplemented where necessary with special specifications prepared by the Engineer. The bid schedule will be included in the Bid Documents and may be reproduced in the plan set.

An Engineer's Opinion of Probable Construction Cost will be prepared for the project using current unit cost data from recent bid information.

TASK 4 60% DESIGN PHASE

1. General Design

a. Project Layout Sheets

Project layout sheets will be updated to include any comments from the Town and to provide the limits of construction for each line segment and the type of construction process to be used. These layout sheets will indicate the major structures contained within the project, the names of all intersecting roadways, tie-in locations and preliminary water meter relocations.

b. Tree Removal Sheet

A sheet identifying trees six inches (6”) and larger will be provided. Trees to be removed will be identified. Specific species of trees will not be provided. Identifying tree species will be considered an additional service.

c. Bid/Construction Administration Documents

The Engineer will assemble project documents governing the bidding and construction administration of the project including but not limited to the following: advertisement for bids, instructions to bidders, construction contract, bid schedule, bonds, general conditions of the contract, supplementary conditions and other documents related to the performance of work for the project.

d. Technical Specifications

A preliminary list of specifications necessary for construction of the various elements designed on the project will be compiled by the Engineer. Any special specifications will also be provided.

2. Erosion Control Plans

a. Erosion Control Plans and Details

Erosion Control Plans will be prepared to illustrate the implementation of elements to be used to reduce the pollutants to storm water discharges associated with the construction site. The intent of these plans will be to show the ultimate configuration of these elements, not the intermediate phasing of the necessary elements.

3. Utility Design

Engineer to provide design for the installation of approximately 4,775 LF of 8 inch water lines and the relocation of approximately 84 service connections. Design to indicate proposed new valve locations, tie-ins to existing line, service connection and paving repair.

4. Assemble and Incorporate Standard Drawings

The Engineer shall assemble, collect, and incorporate the necessary standard drawings needed for the plan set.

5. Items Not in Scope

The items listed below are not included in this scope of work. Should any of these items of work become necessary, the Town shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this contract.

- a. Irrigation Design
- b. Landscape Design
- c. Aerial Survey
- d. Contractor to provide their own Traffic Control.

6. Quantities and Construction Cost

Project quantities will be calculated and tabulated in a bid schedule. The pay items will be in accordance with previous Town projects and supplemented where necessary with special specifications prepared by the Engineer. The bid schedule will be included in the Bid Documents and may be reproduced in the plan set.

An Engineer's Opinion of Probable Construction Cost will be prepared for the project using current unit cost data from recent bid information.

TASK 5 90% DESIGN PHASE

1. General Design

a. Project Layout Sheets

Project layout sheets will be updated to include any comments from the Town and to basically be ready for the construction of each line segment. These layout sheets will detail the tie-in locations and provide updated locations of relocated water meters.

b. Bid/Construction Administration Documents

The Engineer will assemble project documents governing the bidding and construction administration of the project including but not limited to the following: advertisement for bids, instructions to bidders, construction contract, bid schedule, bonds, general conditions of the contract, supplementary conditions and other documents related to the performance of work for the project.

c. Technical Specifications

A final list of specifications necessary for construction of the various elements designed

on the project will be compiled by the Engineer. Any special specifications will also be provided.

2. Quantities and Construction Cost

Project quantities will be calculated and tabulated in a bid schedule. The pay items will be in accordance with previous Town projects and supplemented where necessary with special specifications prepared by the Engineer. The bid schedule will be included in the Bid Documents and may be reproduced in the plan set.

An Engineer's Opinion of Probable Construction Cost will be prepared for the project using current unit cost data from recent bid information.

TASK 6 100% DESIGN PHASE

1. General Design

a. Project Layout Sheets

Project layout sheets will be updated to include any comments from Town and will be ready for the construction of each line segment.

b. Bid/Construction Administration Documents

The Engineer to include any comments and/or revisions from the Town and to provide final documents governing the bidding and construction administration of the project including but not limited to the following: advertisement for bids, instructions to bidders, construction contract, bid schedule, bonds, general conditions of the contract, supplementary conditions and other documents related to the performance of work for the project.

c. Technical Specifications

A final list of specifications to include any comments and/or revisions by the Town necessary for construction of the various elements designed on the project will be compiled by the Engineer. Any special specifications will also be provided.

2. Quantities and Construction Cost

Project quantities will be calculated and tabulated in a bid schedule. The pay items will be in accordance with previous Town projects and supplemented where necessary with special specifications prepared by the Engineer. The bid schedule will be included in the Bid Documents and may be reproduced in the plan set.

An Engineer's Opinion of Probable Construction Cost will be prepared for the project using current unit cost data from recent bid information.

TASK 7 BIDDING PHASE

1. Bid Processing

The Engineer will prepare addenda, answer bid questions, provide clarification and assist with the bid opening by summarizing the bids received.

TASK 8 CONSTRUCTION PHASE

1. Administrative Services

The Engineer will not provide Construction Administration services under this contract.

2. Field Engineering

The Engineer will not perform any Field Engineering to design additional features as part of this contract. However, any redesign of a planned improvement that is required as a result of an incompatibility of Engineer's original design will be addressed by the Engineer.

3. Construction Contract Documents

After the project is awarded to a contractor, the Engineer will revise the plans to include any addenda published prior to award and update the project specifications documents to reflect the bid information as awarded. These revisions will constitute the final construction documents and will be provided to the Town for execution by the contractor and Town.

4. As-Built Drawings

The Engineer will prepare a reproducible complete set of As-Built drawings based on any field changes made during construction and any field notes or marked up plans provided by the contractor/Town upon completion of construction.

5. Change Orders

The Engineer will not assist the Owner in preparing any Change Orders required during the construction phase.

6. Pay Requests

The Engineer will not assist the Owner in the review of construction Pay Requests under this contract.

7. Requests for Information

The Engineer will respond, as necessary to Requests for Information during the construction phase of the Project. Should the requests arise from work outside the Engineer's original scope of work, a supplemental agreement may be required.

TASK 9 EXPENSES

The Engineer will necessarily incur reasonable expenses in conjunction with the design and administration of this project. Such expenses have been estimated from similar experiences and included as a line item on the Fee Summary (Exhibit D). These expenses include:

- Printing of specifications and plan sets for review, bidding and construction

These expenses will be limited to every extent possible and will be reimbursed by the Owner as part of this agreement. If the scope of the project changes or if the required number of submittals and/or copies changes appreciably from that indicated in Exhibit C, the Engineer reserves the right to seek additional compensation for the additional expenses.

TASK 10 ADDITIONAL SERVICES

1. Engineering Redesign

At various points during the design phase, the Engineer will submit work in progress plan sets for review by the Owner. Such sets should receive a thorough review by the Owner for compliance with the Owner's expectations for the Project. (Note: the Owner is not required to review such plan sets for design conformance, code compliance, or other requirements deemed to be the responsibility of the Engineer). Once these plans are reviewed and returned to the Engineer, they shall be considered accepted by the Owner except as noted in the review comments. **Subsequent changes requested by the Owner shall constitute Additional Services outside of the scope of this agreement. In such cases, the Engineer shall be granted a Supplemental Agreement for additional compensation in an amount sufficient to cover any and all costs incurred by the Engineer while completing the redesign effort.**

EXHIBIT B

SERVICES TO BE PROVIDED BY THE OWNER

FOR RED BUD POINT WATER IMPROVEMENT PROJECT FLOWER MOUND, TEXAS

The Owner will provide the following to the Engineer in the performance of the Project upon request:

- A. Provide any existing data the Owner has on file concerning the Project.
- B. Provide any available as-built plans for the existing facilities in and around the project site.
- C. Provide any available as-built plans for Town owned utility lines along and/or below the existing and proposed facility.
- D. Provide any plats and/or development plans for adjacent properties.
- E. Provide Town preferred project specifications and construction administration documents in electronic format or an example specification package from a prior project as a go-by.
- F. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring cities and/or other franchise utility companies.
- G. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
- H. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
- I. Provide right-of-entry to properties along project for surveying investigation purposes.

EXHIBIT C
LIST OF SUBMITTALS
FOR
RED BUD POINT WATER IMPROVEMENT PROJECT
FLOWER MOUND, TEXAS

During the course of this project, the Engineer will make periodic submittals to the Owner for review and input. The timing of such submittals will be determined by the flow of work and responsiveness of the Owner in reviewing previously submitted information. Below is a list of the expected submittals for this project and the approximate preparation time required for each submittal.

- A. Design Plans (60%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. The first draft of the project specifications will be included with the plans. Three (3) sets of plans and project specifications will be provided with one (1) to be returned with any review comments from the Owner. The plan set will also be provided in electronic format as PDF files. These review sets of plans will include all plan sheets required for construction of the project as well as all standard details for inclusion in the final bid documents.
 - 1. Title Sheet
 - 2. Proposed line locations
 - 3. Proposed method of installation
- B. Pre-Final Design Plans (90%) — to be submitted in sheet format on 11"x17" pages, suitable for reproduction. The first draft of the project specifications will be included with the plans. Three (3) sets of plans and project specifications will be provided with one (1) to be returned with any review comments from the Owner. The plan set will also be provided in electronic format as PDF files. These review sets of plans will include all plan sheets required for construction of the project as well as all standard details for inclusion in the final bid documents.
- C. Bidding Plans (100%) - to be submitted in sheet format on 11"x17" pages, suitable for reproduction. The final draft of the project specifications will be included with the plans. Five (5) sets of plans and project specifications will be provided for the Owner's records. These final documents will be copies of the signed and sealed engineering plans to be used for the bidding the project. The plan set will also be provided in electronic format as PDF files.
- D. Construction Documents – plans and specifications revised after award to reflect changes made by addenda and update information supplied by the successful bidder. Engineer will provide the Town with five (5) half-size (11"x17") plan sets and five (5) project specification books for execution. The executed plan set will also be provided in electronic

format as PDF files.

- E. As-Built Plans - to be submitted in electronic format as PDF files. These plans will reflect any design changes made during construction. All electronic project design files will be submitted in MicroStation V8 and PDF.
- F. Construction Cost Analysis — at the 60%, 90% and 100% plan stages the Engineer will submit an updated Opinion of Probable Construction Cost for review by the Owner. This cost analysis will be based on updated estimates of material quantities and unit cost data from recent bid openings within the project area. This information is provided to the Owner for informational purposes. The Engineer does not guarantee that the information provided in such analysis will reflect actual construction bid price or the final cost of the project.

EXHIBIT D**COMPENSATION**

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

TASK 1	Project Management & Administrative Tasks	\$ 3,500.00
TASK 2	Surveying	\$18,690.00
TASK 3	Preliminary Design Phase	\$22,560.00
TASK 4	60% Design Phase	\$16,860.00
TASK 5	90% Design Phase	\$15,060.00
TASK 6	100 Design Phase	\$13,040.00
TASK 7	Bidding Phase	\$ 2,140.00
TASK 8	Construction Phase	\$ 2,605.00
TASK 9	Expenses	\$ 4,000.00
TASK 10	Additional Services (As Needed)	
TOTAL		\$98,455.00

EXHIBIT E

SCHEDULE

FOR RED BUD POINT WATER IMPROVEMENT PROJECT FLOWER MOUND, TEXAS

The Engineer will work diligently to complete the design phase, prepare bid documents and provide any support services required during construction. The schedule of activities provided below is based on award of the design contract in January 2019. The remainder of the schedule is based on information provided by the Owner during the selection process and previous experience with the Town of Flower Mound. This information can be adjusted based on the actual award date.

	Duration	Completion Date
Award of Contract	N/A	January 7, 2019
Notice to Proceed	14	January 21, 2019
Complete Survey and Preliminary Design	45	March 7, 2019
Review by City Staff	14	March 21, 2019
Submit Design Plans (60%)	30	April 20, 2019
Review by City Staff	14	May 4, 2019
Submit Pre-Final Plans (90%)	18	May 22, 2019
Review by City Staff	14	June 5, 2019
Submit Bidding Documents (100%)	14	June 19, 2019
Advertise for Construction & Receive Bids	21	July 10, 2019
Award Construction Contract	40	August 19, 2019



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 4, 2019

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Professional Services Agreement with ECS Southwest, LLP., to provide construction materials and testing services associated with the Fire Station No. 7 project, in the amount of \$85,926.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On January 7, 2019, Town Council approved funding for construction of Fire Station No. 7 to Schmoldt Construction Inc. This agreement provides testing and documentation of construction materials and methods to be used in constructing this facility.

FISCAL IMPACT: \$85,926.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$85,926.00	533-111-50082

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

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
ECS SOUTHWEST, LLP**

This contract is entered into on this 4th day of February, 2019, 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 **ECS SOUTHWEST, LLP**, (“hereinafter referred to as “CONSULTANT”) whose address is 3033 Kellway Drive, Suite 110, Carrollton, TX 75006.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Fire Station No. 7 project; and

WHEREAS, CONSULTANT is a construction materials engineering and testing firm qualified to provide such services and is willing to undertake the performance of such services for 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 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 the Fire Station No. 7 Construction Materials Engineering and Testing 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 Five Thousand Nine Hundred Twenty Six and 00/100 Dollars (\$85,926.00). 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.

CONSULTANT will bill TOWN on an hourly basis for certain services provided combined with a flat fee for specific tests performed 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 actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed 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 or testing 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.

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, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT’s approved monthly statements and other documentation submitted.

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 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:

David Bauer
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 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.

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.

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. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract, except to the extent that such liability is covered by CONSULTANT's insurance, whether maintained as a requirement of this Contract or otherwise.

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 in an amount not to exceed:

- (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage, plus any additional insurance maintained by CONSULTANT in excess or in addition to the coverage required under this Contract; plus
- (2) The total dollar amount of this Contract.

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:

David Bauer
Construction Manager
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:

Vince Elizarde, P.E.
ECS Southwest, LLP
3033 Kellway Drive, Suite 110
Carrollton, TX 75006
972-392-3222 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. Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution.

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

This Contract is fully performable in Denton County, Texas, 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 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:
ECS SOUTHWEST, LLP.

By: Siddharth

Name: SIDDHARTH NEEKHRA

Title: VICE PRESIDENT

Date Signed: 1/14/2019

State of Texas §

County of Dallas §
 §

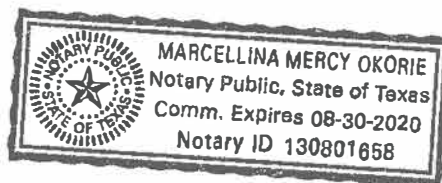
This instrument was acknowledged before me on the 14th day of January, 2019, by Sidd Neehara in his capacity as Vice President of ECS Southwest, LLP Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF January, 2019.

Marcellina Okorie
 Notary Public, State of Texas

My Commission Expires:

08/30/2020





ECS Southwest, LLP

ESTIMATED COST PROPOSAL FOR
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

TOWN OF FLOWER MOUND FIRE STATION NO. 7

2701 Skillern Boulevard
Flower Mound, Texas 75028

ECS Proposal Number **19:9009-CP**

ECS Southwest, LLP
3033 Kellway Drive, Suite 110
Carrollton, TX 75006
P: 972-392-3222

Vince Elizarde, PE
VELizarde@ECSLimited.com

November 12, 2018



**ECS SOUTHWEST, LLP**

Geotechnical • Construction Materials • Environmental • Facilities

"Setting the Standard for Service"

TX Registered Engineering Firm F-8461

November 12, 2018

David Bauer
Town of Flower Mound
1001 Cross Timbers Road
Flower Mound, Texas 75028

ECS Proposal No. 19:9009-CP

Reference: **Proposal for Construction Materials Engineering and Testing Services**
Town of Flower Mound Fire Station No. 7
2701 Skillern Boulevard
Flower Mound, Texas 75028

Mr. Bauer,

We are pleased to submit our unit fee proposal for our **Construction Materials Engineering and Testing (CMT) Services** on the **Town of Flower Mound Fire Station No. 7** project located in Flower Mound, Texas. For this project we expect to primarily provide our project management and field staff out of our Fort Worth office while the principal engineering, client coordination, and overall project oversight will be provided from our Carrollton office.

As part of our services delivery for the town, we expect to provide experienced field staff with regular principal engineering supervision. In addition, our reports are expected to be processed, reviewed, finalized, and transmitted in 24 to 48 hours after the field services are performed.

If you have any questions or comments regarding our proposal, please do not hesitate to contact me any time at 214-952-9437. ***We thank you for the opportunity to provide our proposal and look forward to helping you and the Town on this project.***

Respectfully,
ECS Southwest, LLP

A blue ink signature of Vincent J. Elizarde.

Vincent J. Elizarde, P.E.
Principal Engineer
VElizarde@ECSlimited.com

APPENDICES:

- Appendix A: Scope of Services
- Appendix B: Estimated Fees & Standard Fee Schedule
- Appendix C: Proposal Acceptance
- Appendix D: Terms and Conditions of Service

[\\S19-ARES\\Data\\[CMT]\\PROPOSALS\\9000-9999\\XXXX-CP ToFM Fire Station #7 (Flower Mound, TX)\\01] Proposal\\19-08914-CP 180820 ToFM Bakers Branch Int, Ph II - CMT Proposal (ToFM, TX) ToFM PSA Format.doc]

The following sections include our available project information, and proposal information for our **Construction Materials Engineering & Testing Services** to be performed on the **Town of Flower Mound Fire Station No. 7** project located in the Town of Flower Mound, Texas.

PROJECT INFORMATION / OVERVIEW

After reviewing the provided project documents (noted below) provided by the client the proposed development will consist of the construction of the following generalized structures and site features:

- A two-story fire station building (9,797 square feet) with a structural floor slab and spread footing foundations.
- Structural steel and masonry block walls
- Gravity stone and reinforced concrete cantilever site retaining walls
- Stormwater utility lines, including 60-inch RCP detention structure
- Site and building utilities
- Site concrete pavement, flatwork, and sidewalks

Our understanding of the proposed structures is based upon the design documents provided as part of the bid request for this project including:

- Architectural drawings by Brown Reynolds Watford Architects, Inc. dated October 17, 2018.
- Civil Engineering & Structural Engineering drawings by Click Engineering dated September 28, 2018.

PROPOSED PROJECT TEAM

In order to best execute the scope of services noted above we have assembled the proposed project team noted below. The project team will operate out of the office and ECS subsidiary also noted below.

ECS Subsidiary: **ECS Southwest, LLP**
 Office Location: **Fort Worth & Carrollton, Texas**
 Service Department: **CMT Services**

Principal Engineer: **Vince Elizarde, PE**
 Project Manager: **Will Shireman**
 Service Department Manager: **Victor Faltas**

Field / Lab Staff:	Perform all assigned field and laboratory testing and site observation functions (reports to Project Manager).
Project Manager:	Responsible for monitoring job progress, ECS performance, project status and budget, and reviews field and laboratory reports (reports to Principal Engineer).
Principal Engineer:	Provide project direction and technical expertise as needed. Reviews all field and laboratory reports and invoices. Coordinates with the Client.

SCOPE OF SERVICES

Our construction materials engineering and testing services scope is limited to our providing periodic or continuous testing and/or observations for the construction of the above-noted structures and features of this project. We anticipate that the project general contractor or their designated representative will be scheduling our services on an on-call, as-needed basis. The number of hours and level of effort that we based our proposal on should be considered approximate since it is not based upon a published construction schedule or expected material quantities. In addition, our actual number of hours and tests for this project will ultimately be determined by as-constructed magnitudes and frequencies of installation events as well as the proportion of concurrent events requiring our CMT services. If a construction schedule or material quantities become available, we can review them against our assumptions and be more definitive in our scope and presumed construction schedule. Our general assumptions utilized in the preparation of this proposal are provided in a later section.

Our scope for this project includes observation, sampling, and field/laboratory testing services for the following items:

- Earthwork
- Building Foundations & Site Retaining Walls
- Building & Site Reinforcing Steel & Concrete
- Building Masonry & Structural Steel

In conjunction with and in support of the field and laboratory services noted above our scope also includes:

- Project Administration, Dispatching, and Reporting
- Project Management & Construction Meeting Attendance

Additional details and assumptions for each section above are provided in our “Scope of Services” in **Appendix A**.

REPORTING

Daily field reports and laboratory test reports will be distributed via electronic mail (email) as part of our service to the distribution list determined by the client for this project. We will not distribute reports to any parties without permission from the client. ***Our reporting systems are fully computerized and we are able to submit both field and laboratory results within 24-48 hours of when our actual observation / testing services are performed.*** Report distribution by facsimile can be performed if specifically requested.

Where deficiencies in procedures or materials are recognized in the field or the laboratory, the general contractor *and the town inspector or client’s representative* will be notified as soon as possible. Electronic copies of reports can be forwarded via email to additional parties designated by the client, at no extra charge, as part of our service.

COMPENSATION, ESTIMATED FEES, & BASIS OF CHARGES

Included on our “Estimated Fees & Standard Fee Schedule” tables in **Appendix B** are the unit rates that will be used to invoice this project for *the actual quantity of work performed*. Our services are expected to be typically scheduled on a part-time, as-needed, basis by the client or their designated representative. As such, the number of hours and level of effort necessary to complete our CMT services for this project will vary depending upon the frequency and duration of our scheduled service calls. At the time this proposal and estimate was prepared, a construction schedule was not available for use in refining our quantities and phasing.

Based on the general scope of work indicated above and our take-off quantities, presumed construction procedures, phasing, and schedule, we anticipate our fees for this project to be:

Construction Materials Engineering and Testing Services \$ 85,926.00

The number of hours and level of effort that we based our proposal on should be considered approximate since it is not based upon a published construction schedule or provided material quantities. In addition, our actual number of hours and tests for this project will ultimately be determined by as-constructed magnitudes and frequencies of installation events as well as the proportion of concurrent events requiring our CMT services. If a construction schedule or material quantities become available, we can review them against our assumptions and cost estimations.

A summary of the scope of services and our estimated fees for each is presented on our “Estimated Fees” table provided in Appendix B. The rates applied to this project and utilized in our fee estimation are provided on the “Standard Fee Schedule” table also provided in Appendix B. Our general assumptions for our cost estimations are also provided in Appendix B. Additions or deletions to our scope of work (estimated quantities) will be adjusted based on the established unit prices provided in this proposal for this project.

Unless otherwise directed by the client, items such as *service cancellations while our staff is in transit to the project site or once at the project site, onsite delays and standby time, and failed tests* as well as associated project management / principal engineering / administration time and trip charges are not factored into our scope and estimated fees and will be invoiced as additional services to be addressed by the Town of Flower Mound with the contractor. *These additional services will be invoiced as Task 2 charges.*

The estimated total will not be exceeded without prior approval. The Town of Flower Mound and ECS may subsequently agree in writing to provide additional services to be rendered under this agreement for additional, negotiated compensation.

BILLING

Invoices will be issued on a monthly basis and will typically provide a week by week breakdown of billing units, unless modified by request of the client to be broken down per trip to the project or another preferred format. **We understand that the Town of Flower Mound expects to receive invoices for processing by the 25th of each month.** Our invoices are normally processed on or around the 15th of each month and represent costs incurred during the previous (approximate) calendar month. Our typical monthly invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

All services provided for this project will be billed in accordance with the established unit rate schedule. It is our belief that all required services have been included in our unit price list. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. All unit prices listed herein shall remain as stated throughout the project.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of ECS's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations (if any) will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. ECS makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and the quality of the work, adherence to plans and specifications, and repair of defects.

This proposal is valid for a period of 60 days from the date of this proposal, unless a longer period is specifically required in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without ECS's expressed written permission.

PROPOSAL ACCEPTANCE / TERMS OF ENGAGEMENT

As is customary with the Town of Flower Mound, your approval of this proposal will be indicated by your providing us with a Professional Services Agreement (PSA) that will be signed and notarized by both parties. Any modifications of the attached language must be accepted by both parties, and may result in an increase in scope and compensation. Acceptance of the proposal indicates the client's review and understanding of our scope of services, budget, and terms and conditions.

Our standard "Proposal Acceptance" form is provided in **Appendix C** and can be used as well as the town's PSA. Provided in **Appendix D** are our standard "Terms and Conditions of Service".

CLOSURE

We appreciate the opportunity to provide you with this proposal, and look forward to working with the Town of Flower Mound on this project. If you have any questions or wish to discuss the contents of this proposal, please contact me (Vince Elizarde) anytime at 214.952.9437 or at VELizarde@ECSLimited.com.

APPENDICES

APPENDIX A: SCOPE OF SERVICES

APPENDIX B: ESTIMATED FEES & STANDARD FEE SCHEDULE

APPENDIX C: PROPOSAL ACCEPTANCE

APPENDIX D: TERMS AND CONDITIONS OF SERVICE

APPENDIX A: SCOPE OF SERVICES

Our construction materials engineering & testing services scope is limited to providing periodic testing and/or observations for the expected general construction activities noted previously. We understand that the client or their designated representative will be scheduling our services, and the number of hours and level of effort that we based our proposal on should be considered approximate for budgetary purposes since it is not based on a published construction schedule or contractor material quantities. If a schedule becomes available, we can review this schedule against our assumptions and be more definitive in our proposed scope of services.

Unless otherwise noted, we agree to provide an engineering technician(s) or an engineer to perform our construction materials field testing, sampling, and observation services as noted in the following sections. *To most effectively serve the client and facilitate the construction process, our services should be scheduled 24-hours in advance. We understand that the construction process incorporates a large degree of variability and as such, we will do our best to accommodate scheduling calls made on the same day as our services are needed but we cannot guarantee that we can satisfy service requests made after-hours or on the same day as the services are needed to be performed.*

We anticipate the following services for this project:

Earthwork

Perform as-scheduled earthwork (soils) observation, sampling, and testing services including:

1. Obtain (pick up) soil samples and perform laboratory soil tests generally including moisture/density relationship (Standard Proctor) tests, soil classification tests (Atterberg Limits and percent finer than the no. 200 sieve) for each requested soil-type. Additional soil testing may be required depending on project-specific requirements.
2. Observe proof-rolling of prepared subgrade areas.
3. Observe placement and compaction of backfill materials (as scheduled)
4. Perform in-place moisture/density tests on placed and compacted soils and prepared subgrades.
5. Perform lime gradations and lime depth measurements for lime-treated subgrades.
6. As-requested, periodically observe excavation operations to document removal of unsuitable materials including but not limited to deleterious materials, trash, debris, frozen soil, or stones.

Retaining Walls

Perform as-scheduled retaining wall observation services including:

1. Observe the general retaining wall geometry and layout.
2. Observe reinforcing steel and cast-in-place concrete as noted in “Reinforcing Steel & Cast-In-Place Concrete” scope.
3. Observe and test the placed and compacted backfill materials placed behind the retaining wall as noted in the “Earthwork” scope.

Foundations (Footings)

Perform as-scheduled observation, sampling, and testing services for foundation installation events including:

1. Observe foundation excavation including prepared subgrade surfaces (shallow foundations, footings, etc) and bearing strata, penetration depth, and end bearing surface (deep foundations, piers, etc) where applicable.
2. Observe reinforcing steel layout and concrete placement (see “Reinforcing Steel & Cast-In-Place Concrete” scope).

Reinforcing Steel & Cast-In-Place Concrete Structures

Perform as-scheduled observation, sampling, and testing services for concrete placement events including:

1. Observe reinforcing steel layout for size, spacing, cleanliness, length, splices, and positioning.
2. Observe concrete placement, contractor procedures, and limited initial curing.
3. Perform concrete field tests and associated measurements including: slump, air content, unit weight, and ambient air & concrete temperature. Sample placed concrete materials.
4. Pick up concrete sample cylinders the following work-day and transport them to the ECS concrete laboratory for processing, moisture curing, and subsequent compressive strength testing. *Appropriate onsite storage areas (curing boxes, shades, etc) for initial sample curing and any other field curing of concrete samples shall be provided by the contractor.*

Structural Masonry

Perform as-scheduled sampling and testing services for masonry installation including:

1. Observe reinforcing steel layout for size, spacing, cleanliness, length, splices, and positioning. Observe cells.
2. Perform masonry field tests and associated measurements (as applicable) including: slump, ambient air & material temperature.
3. Sample placed masonry materials (grout and mortar).
4. Pick up masonry samples the following work-day and transport them to the ECS materials laboratory for processing, moisture curing, and subsequent sample preparation and compressive strength testing.

Structural Steel

Perform as-scheduled observation and testing of structural steel erection including:

1. Observe general structural steel erection and assembly.
2. Observe completed welds and connections.

Fire Proofing (Structural Steel)

Perform as-scheduled observation of steel frame fire proofing applications including:

1. Observe general fire proofing application.
2. Perform fire proofing thickness measurements.

Project Management

Project Managers and Principal Engineers will manage the project as follows:

1. Coordinate with Client's field and office staff.
2. Attend the Pre-Construction meeting (if held) and periodic site meetings (as requested).
3. Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
4. Process, finalize, and distribute all field and laboratory reports.
5. Manage our project operation and services delivery as well as provide general material engineering consultation.

Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

ADDITIONAL SERVICES

The following services are not included in the Scope of Services and will be considered as *Additional Services*, if and when they are required, requested, or occur:

1. Additional construction material samples for laboratory testing including early test samples or additional sample sets beyond the frequency required in the project documents.*
 2. Service cancellations while our staff is in transit to the project site or once at the project site.*
 3. Onsite delays and standby time.*
 4. Failed Tests.*
 5. Field (on site) curing facilities and/or storage for the cementitious samples.
 6. Attend project meetings or routine construction meetings throughout the duration of the construction process.
 7. Any additional services not specifically included in the above Scope of Services for this project.*
- * Including all associated time, materials, and vehicle charges.

The additional services noted above are not factored into our scope and estimated fees and will be invoiced as additional services to be addressed by the Town of Flower Mound with the contractor. *These additional services will be invoiced as Task 2 charges.* Unless defined specifically, all additional services will be invoiced at their standard rates (subject to overtime modification, where applicable) shown on the “Standard Fee Schedule” provided in Appendix B.

Beyond the scope of services presented in this proposal for this project, ECS offers the following construction materials engineering and testing services, locally, that could prove beneficial to the client and the project in general:

- Erosion Control Status Observation
- Ground Penetrating Radar (GPR)
- Concrete Coring and Core Sample Testing
- Floor Flatness Testing
- Floor Slab Relative Humidity Testing

APPENDIX B: ESTIMATED FEES & STANDARD FEE SCHEDULE

ESTIMATED FEES

Description of Services	Detail	Estimate	Quantity	Unit	Rate	Total
Earthwork: Building & Site						
Engineering Technician	<i>Sample Pickup</i>	<i>3 Events</i>	6	hours	\$ 55.00	\$ 330.00
Engineering Technician	<i>Site (Pvmt SG)</i>	<i>4 Events</i>	12	hours	\$ 55.00	\$ 660.00
Engineering Technician	<i>Site (Pvmt L Stab)</i>	<i>4 Events</i>	12	hours	\$ 55.00	\$ 660.00
Engineering Technician	<i>Site (Flatwork)</i>	<i>8 Events</i>	18	hours	\$ 55.00	\$ 990.00
Senior Engineering Technician	<i>Site (Ret. Walls)</i>	<i>16 Events</i>	60	hours	\$ 60.00	\$ 3,600.00
Engineering Technician	<i>Site (SD Lines)</i>	<i>30 Events</i>	82	hours	\$ 55.00	\$ 4,510.00
Engineering Technician	<i>Site (SS&W Lines)</i>	<i>20 Events</i>	36	hours	\$ 55.00	\$ 1,980.00
Engineering Technician	<i>Building (Utilities)</i>	<i>4 Events</i>	15	hours	\$ 55.00	\$ 825.00
Senior Engineering Technician	<i>Building (Fdtns)</i>	<i>6 Events</i>	18	hours	\$ 60.00	\$ 1,080.00
Engineering Technician	<i>Building (Gr. Bms)</i>	<i>8 Events</i>	22	hours	\$ 55.00	\$ 1,210.00
Engineering Technician	<i>Building (Slab)</i>	<i>3 Events</i>	10	hours	\$ 55.00	\$ 550.00
Nuclear Gauge Fee			99	events	\$ 75.00	\$ 7,425.00
Lime Gradations			6	each	\$ 15.00	\$ 90.00
Lime Series			1	each	\$ 160.00	\$ 160.00
St. Proctor (Moist./Dens. Rel.)	<i>Standard Proctor</i>		5	each	\$ 140.00	\$ 700.00
Atterberg Limits Tests	<i>Plasticity Index</i>		5	each	\$ 80.00	\$ 400.00
Washed Sieve (- #200 Sieve)	<i>Percent Fines</i>		5	each	\$ 60.00	\$ 300.00
Vehicle Charge			106	trips	\$ 25.00	\$ 2,650.00
Subtotal:						\$ 28,120.00
Concrete & Reinforcing Steel: Building & Site						
Engineering Technician	<i>Site (Pavement)</i>	<i>7 Events</i>	34	hours	\$ 55.00	\$ 1,870.00
Engineering Technician	<i>Site (Flatwork)</i>	<i>8 Events</i>	22	hours	\$ 55.00	\$ 1,210.00
Senior Engineering Technician	<i>Site (Ret. Walls)</i>	<i>4 Events</i>	15	hours	\$ 60.00	\$ 900.00
Engineering Technician	<i>Site (Light Poles)</i>	<i>2 Events</i>	6	hours	\$ 55.00	\$ 330.00
Engineering Technician	<i>Site (Scrn. Walls)</i>	<i>2 Events</i>	6	hours	\$ 55.00	\$ 330.00
Engineering Technician	<i>Site (Pipe Bore)</i>	<i>4 Events</i>	9	hours	\$ 55.00	\$ 495.00
Senior Engineering Technician	<i>Building (Fdtns)</i>	<i>8 Events</i>	30	hours	\$ 60.00	\$ 1,800.00
Engineering Technician	<i>Building (Gr. Bms)</i>	<i>8 Events</i>	30	hours	\$ 55.00	\$ 1,650.00
Engineering Technician	<i>Building (Slabs)</i>	<i>4 Events</i>	35	hours	\$ 55.00	\$ 1,925.00
Engineering Technician	<i>Building (Decks)</i>	<i>1 Events</i>	6	hours	\$ 55.00	\$ 330.00
Concrete Cylinders (Comp. Str.)		<i>Sets of 5</i>	275	each	\$ 18.00	\$ 4,950.00
Grout Prisms (Comp. Str.)	<i>Pipe Bore</i>	<i>Sets of 4</i>	16	each	\$ 30.00	\$ 480.00
Material Sample Pickup			48	trips	\$ 55.00	\$ 2,640.00
Vehicle Charge			48	trips	\$ 25.00	\$ 1,200.00
Subtotal:						\$ 20,110.00

* * continued on Page 2 of 4 * *

* * continued from page 1 of 4 * *

Description of Services	Detail	Estimate	Quantity	Unit	Rate	Total
Masonry: Building & Site						
Engineering Technician	<i>Site (Scrn. Walls)</i>	<i>2 Events</i>	14	hours	\$ 55.00	\$ 770.00
Senior Engineering Technician	<i>Building (CMU)</i>	<i>16 Events</i>	78	hours	\$ 60.00	\$ 4,680.00
Grout Prisms (Comp. Str.)		<i>Sets of 4</i>	72	each	\$ 30.00	\$ 2,160.00
Mortar Cubes (Comp. Str.)		<i>Sets of 3</i>	72	each	\$ 18.00	\$ 1,296.00
Material Sample Pickup			18	trips	\$ 55.00	\$ 990.00
Vehicle Charge			18	trips	\$ 25.00	\$ 450.00
Subtotal:						\$ 10,346.00
Structural Steel & Fire Proofing: Building						
Structural Steel Technician		<i>8 Events</i>	38	hours	\$ 80.00	\$ 3,040.00
Specialty Engineering Technician	<i>Fireproofing</i>	<i>4 Events</i>	20	hours	\$ 75.00	\$ 1,500.00
Vehicle Charge			12	trips	\$ 25.00	\$ 300.00
Subtotal:						\$ 4,840.00
Project Management						
Administrator / Clerical			6	hours	\$ 50.00	\$ 300.00
Project Manager			84	hours	\$ 120.00	\$ 10,080.00
Project Principal			42	hours	\$ 165.00	\$ 6,930.00
Vehicle Charge			8	trips	\$ 25.00	\$ 200.00
Subtotal:						\$ 17,510.00
Project Contingency						
Contingency			1	each	\$ 5,000.00	\$ 5,000.00
PROJECT TOTAL:						\$ 85,926.00

General Assumptions:

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. All reinforcing steel observation (as scheduled) will be performed on the same trip as the respective concrete placement event, immediately prior to concrete placement.
3. Utility trench excavation backfilling will be completed at a rate of approximately 100 linear feet / day with 2 to 3 lifts placed per day.
4. Concrete will generally be placed at less than 10 cubic yards per event (pour) for sidewalk events with each sidewalk cast independently. Concrete will generally be placed at around 100 cubic yards or less per event (pour) for pavement placement events.
5. Unless requested otherwise by the client, concrete sample sets will consist of 5 sample cylinders measuring 4 inches in height by 8 inches in diameter and will be tested: 1 at 7 Days, 3 at 28 Days, and 1 Hold/56-Day (as needed).
6. The cast-in-place concrete site retaining wall will be cast in two concrete placement events and the backfilling of the retaining wall will be completed in two events.
7. All site retaining walls will be backfilled at a rate of 100 linear feet horizontally and 1 to 2 feet vertically per day.
8. Site light poles will be installed constructed with drilled shaft foundations (shown on S3.1-7) and not footing foundations (AS1.2-11)
9. Overtime is not expected due to the project location and construction work hours constraints.
10. Typical Project Management: 1-2 hours / week for Project Manager, 0.5-1 hours / week for Principal Engineer.
11. For budgeting purposes, all onsite services are estimated to be performed on separate trips and independent of each other.

STANDARD FEE SCHEDULE

Description of Services	Notes	Unit Rate
Field Services		
• Engineering Technician		\$ 55.00 / hour
• Senior Engineering Technician		\$ 60.00 / hour
• Specialty Engineering Technician		\$ 75.00 / hour
• Structural Steel Technician		\$ 80.00 / day
• Nuclear Gauge Fee		\$ 75.00 / day
• Core Drilling (Crew)		\$ 100.00 / hour
• Core Drilling (Equip. & Matls)		\$ 15.00 / each
Project Management & Engineering Services		
• Administrator / Clerical		\$ 50.00 / hour
• Project Manager		\$ 120.00 / hour
• Project Principal		\$ 165.00 / hour
• Concrete Mix Design Review		\$ 300.00 / each
• Certification Letter		\$ 325.00 / each
Laboratory Services		
• St. Proctor (Moist./Dens. Rel.)	ASTM D-698	\$ 140.00 / each
• Mod. Proctor (Moist./Dens. Rel.)	ASTM D-1557	\$ 140.00 / each
• Atterberg Limits Tests	ASTM D-4318	\$ 80.00 / each
• Washed Sieve (- #200 Sieve)	ASTM D-1440	\$ 60.00 / each
• Lime Series	ASTM D-6276	\$ 160.00 / each
• Lime Gradations	ASTM D-6913	\$ 15.00 / each
• Free-Swell Test	ASTM D-4546	\$ 100.00 / each
• Concrete Cylinders (Comp. Str.)	ASTM C-39	\$ 18.00 / each
• Concrete Cores (Comp. Str.)	ASTM C-39	\$ 50.00 / each
• Grout Prisms (Comp. Str.)	ASTM C-1019	\$ 30.00 / each
• Mortar Cubes (Comp. Str.)	ASTM C-270	\$ 18.00 / each
• Masonry Block Prisms (Comp. Str.)	ASTM C-1314	\$ 300.00 / each
Mobilization & Transportation		
• Core Drilling (Mobilization)		\$ 350.00 / each
• Floor Flatness (Mobilization)		\$ 300.00 / hour
• Material Sample Pickup		\$ 55.00 / trip
• Vehicle Charge		\$ 25.00 / trip

General Notes:

1. There will be no minimum charge for services rendered on this project; billing will be based on specific unit rates reflecting only the actual time spent and tests performed on this project.
2. Hourly unit rates are based on a normal 10 hour work day, Monday through Friday (non-holidays), between normal business hours of 7:00 a.m. to 5:00 p.m. Hourly rates outside normal hours (excluding travel time and report preparation/lab time), and on Saturday, Sunday, and Holidays, will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.
3. All vehicle charges account for a round trip from the **ECS Southwest, LLP - Carrollton, Texas** office to the project site.



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 4, 2019

FROM: Kari Biddix, Park Development Manager

ITEM: Consider approval of an agreement with Playground Solutions of Texas, Inc., for the purchase and installation of the Thrush Park West Playground (2018-19 Playground Replacements project), through the Texas Local Government Purchasing Cooperative, in the amount of \$228,060.45.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved various playground upgrades in the Fiscal Year 2018-2019, after recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects. Thrush Park West playground is one of the playgrounds funded.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$228,060.45

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 228,060.45	317-110-90819

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Sourcewell CoOp Proposal
2. Play Equipment

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

Playground Solutions of Texas, Inc

P.O. Box 177008
 Irving, TX 75017
 469-375-4590
 info@pstxi.com
 http://pstxi.com

**ADDRESS**

Town of Flower Mound
 Accounts Payable
 2121 Cross Timbers Road
 Flower Mound, TX 75028

SHIP TO

Town of Flower Mound-Thrush
 West Park
 950 Sun Ridge Drive
 Flower Mound, TX 75028

ESTIMATE 1310**DATE 01/10/2019****PLAYGROUND SPECIALIST**

300-Eric Elder

PRODUCT	PRODUCT	QTY	RATE	AMOUNT
	OPTION 2			
Sourcewell	Contract #030117-LTS Formerly NJPA	1	0.00	0.00
18-3898B	CUSTOM CHALLENGER (CONSISTING OF (1) 2-12 STRUCTURE AND (1) 5-12 STRUCTURE)	1	106,879.00	106,879.00
ZZXX0135	ORIGINS T-REX HEAD	1	7,795.00	7,795.00
ZZXX0136	ORIGINS T-REX RIBS	1	14,225.00	14,225.00
ZZXX0137	ORIGINS T-REX TAIL	1	5,565.00	5,565.00
ZZXX0138	ORIGINS T-REX HATCHED EGG	1	4,235.00	4,235.00
ZZXX0139	ORIGINS T-REX HATCHLING EGG	1	4,915.00	4,915.00
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	2	109.00	218.00
ZZXX0265	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	1	196.00	196.00
ZZXX0635	SWING ALONG SEAT 8' TOP RAIL	1	845.00	845.00
ZZXX0815	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	1	1,787.00	1,787.00
ZZXX0816	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	1	1,090.00	1,090.00
500-00-108	THE DOUBLE SEATER	1	3,695.00	3,695.00
TURF-PG GRASS	PLAYGROUND GRASS EXTREME, SAFETY FOAM-1" SHEET, SAFETY FOAM 2" SHEET, 1.5LBS GREEN PAD	1	52,980.00	52,980.00
TURF INSTALLATION	TURF INSTALLATION, INCLUDES TRANSPORTATION OF TURF AND PAD TO SITE,	1	15,120.00	15,120.00

PRODUCT	PRODUCT	QTY	RATE	AMOUNT
LIMESTONE INSTALLATION	INCLUDES TYPE D AGGREGATE 3/8" COMPACTED CRUSHED LIMESTONE CREATES A DURABLE,STABLE, DRAIN- ABLE BASE.	1	13,509.00	13,509.00
	PLEASE NOTE: REMOVAL AND INSTALLATION OF ADDITIONAL CONCRETE CURB BORDER PROVIDED BY OTHERS			
INSTALLATION	REMOVAL OF EXISTING EQUIPMENT	1	4,529.39	4,529.39
INSTALLATION	REMOVAL AND HAUL OFF OF WOOD FIBER	1	1,249.48	1,249.48
INSTALLATION	INSTALLATION OF NEW PLAYGROUND EQUIPMENT	1	34,543.16	34,543.16

TERMS:NET 30	SUBTOTAL	273,376.03
	DISCOUNT	-56,956.90
	SHIPPING	11,641.32
	TOTAL	\$228,060.45

Accepted By

Accepted Date

ATTACHMENT 2





TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: February 4, 2019

FROM: Andy Kancel, Chief of Police

AK

ITEM: The first of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew."

BACKGROUND INFORMATION: This is the first of two required Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew." This review is required every three years by statute. The last review was conducted in 2016.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Finance Review by: N/A

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

ATTACHMENTS:

1. Draft Ordinance

DRAFT MOTION: Action will be considered following the second public hearing scheduled February 18, 2019.

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

AN ORDINANCE CONTINUING THE TOWN'S JUVENILE CURFEW REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas 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 previously adopted juvenile curfew regulations, codified in Chapter 50, Article III, Division 2 of the Flower Mound Code; and

WHEREAS, Section 370.002 of the Texas Local Government Code requires the Town to review the curfew ordinance and hold public hearings every three years; and

WHEREAS, the Town Council has reviewed these juvenile curfew regulations and their effects on the community and on problems the ordinance was intended to remedy; and

WHEREAS, the Town Council conducted public hearings on February 4, 2019, and February 18, 2019, on the need to continue the ordinance; and

WHEREAS, the Town Council has determined that the ordinance is effective in addressing the problems it was intended to remedy.

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

SECTION 1.

The juvenile curfew regulations of the Town of Flower Mound, are hereby continued as is with no changes.

SECTION 2.

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.

Ord. No. _____

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 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 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.

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

SECTION 5.

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 18th DAY OF FEBRUARY, 2019.

APPROVED:

Steve Dixon, Mayor

ATTEST:

Theresa Scott, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, Town Attorney



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: February 4, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: Consider a request for a Site Plan (SP18-0019 - Goddard School at Flower Mound) to develop a daycare center with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located northwest corner of Flower Mound Road and Old Orchard Lane. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 14, 2019, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

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



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: January 14, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: Consider a request for a Site Plan (SP18-0019 - Goddard School at Flower Mound) to develop a daycare center with an exception to the access management policy and criteria, regarding driveway spacing, contained in the Town's Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances. The property is generally located northwest corner of Flower Mound Road and Old Orchard Lane.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There is an exception request to the Town's regulations which necessitates special consideration by the Commission (see Analysis below).

The project has a companion replat application (RP18-0015) for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop approximately 9,829-square-foot one-story day care center. The subject site is approximately 1.184 acres and currently vacant. The property is zoned Planned Development District-120 (PD-120) with Retail District-2 (R-2) uses.

On July 16, 2018, the Town Council approved an amendment to PD-120 (Ordinance No. 27-18) to modify conceptual plans, elevations, and certain development standards, and also approved certain exceptions and modifications to the Code of Ordinances.

The approved concept plan depicted two buildings to be located on separate lots, Area A and Area B, and separated by mutual access fire lane. The Goddard School will be located within Area A. The Town Code requires one off-street parking space per four persons accommodated by the day care center, including students and staff. The project requires 53 parking spaces, and the applicant is proposing 42 parking spaces, which is within the 20% deviation allowed by the Town's Code. As required

by the PD standards, the applicant is proposing to record cross access and cross parking agreement with the County.

Primary access to the site will be from Flower Mound Road and Old Orchard Lane. Mutual access easements are being dedicated with the replat to provide internal circulation.

As required by the PD, shared amenity area consisting of raised planter with seat wall, shade structure, benches, and decorative pots (located within Area B), perimeter and compatibility landscaping will be installed with this phase. The proposed development complies with the Town's landscape requirements and PD-120 requirements. The proposed elevation complies with the Town's Urban Design Plan and PD-120 standards.

At the time of site plan review, Town staff required the proposed driveway along Old Orchard Lane to align with an existing driveway into a development located on the east side of Old Orchard Lane (within the City limits of Lewisville). The alignment of driveways required relocating the proposed driveway closer to the intersection of Old Orchard Lane and Flower Mound Road thus requiring an exception to the Town's Access Management Policy.

A. Exception to Access Management Policy and Criteria

Per the Town's Access Management Policy, the driveway spacing requirement along Old Orchard Lane is a minimum of 250 feet. The proposed driveway as shown on the site plan (Attachment B(1)) measures approximately 220.5' and will, therefore, require an exception to the Engineering Design Criteria and Construction Standards adopted through Chapter 32 of the Code of Ordinances.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

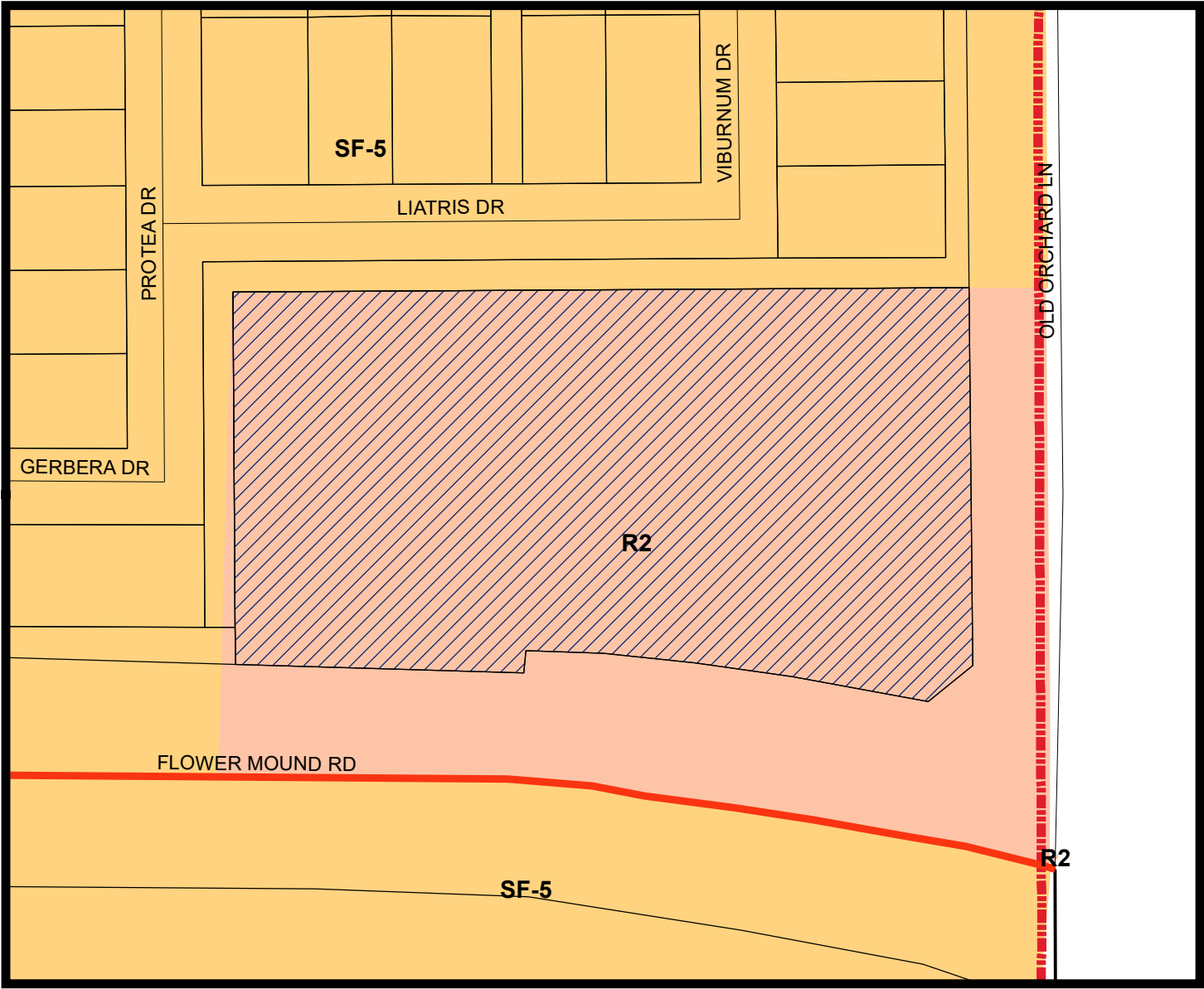
B. Application Details

1. Site Plan Package



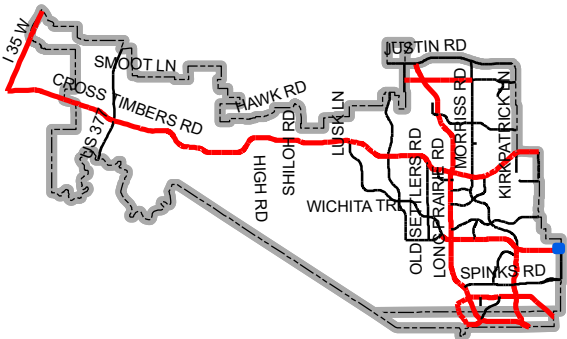
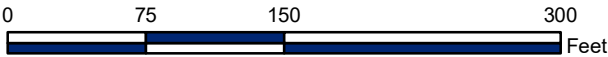
Vicinity Map

Reference Project: RP18-0015 & SP18-0019



LEGEND

- Retail 2
- Single Family 5
- Subject Property



Map Location



T: 214.609.9271 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

LETTER OF INTENT

ATTN: Poornima Kashyap,
Town of Flower Mound,
2121 Cross Timber Road
Flower Mound, Texas 75028
Phone: 972-874-6349

Date: December 31st, 2018

Subject: Letter of Intent for submitting Site Plan of Goddard school at Flower Mound Road (F.M. 3040) & Old Orchard Lane, Flower Mound, Texas

Dear Madam,

This letter of intent is to inform the Town of Flower Mound about submitting the Site Plan request.

Site Data:

- a) Existing Zoning District: PD-120 (R-2)
- b) Development Plan Acreage: 1.184 acres (Lot 1)/ 1.573 acres (Lot 2)
- c) Proposed Use: Day Care / Retail / Office / Restaurant
 - Proposed Building Area: 9,829 SF Day Care
 - Proposed Parking Space Quantities: Day Care – 42 Spaces
 - Phase Development: Yes – 1st Daycare / 2nd Retail/office/ restaurant
- d) Approved conceptual site plan: Yes
- e) Special consideration: Driveway spacing on Old Orchard Lane

The purpose of replat is to divide original lot (2.7537 acres) into two lots (Lot 1 is 1.184 acres and Lot 2 is 1.573 acres) for different proposed use, daycare and future retail building respectively. On July 16, 2018, the Town Council of the Town of Flower Mound approved a request for rezoning (ZPD18-0003 – Goddard School at Orchard Flower) to amend Planned Development District No.120 (PD-120) with Single-Family District-5 (SF-5) and Retail District (R-2) uses, to modify the conceptual plans and elevations for the non-residential portion, modify the development standards, and request certain exceptions and modifications to the Code of Ordinances.

Day care center hours of operation are limited to between 6:30 a.m. to 7:00 p.m., Monday through Friday, except that special events such as an open house or tours of the site are allowed on weekends. Outdoor playground areas associated with the day care center are limited to between 9:00 a.m. to 5:00 p.m., Monday through Friday, except that special events such as an open house or tours of the site are allowed on weekends.

FM 3040 is classified as major arterial on the Town's master plan and requires a driveway spacing of minimum 360 feet from the intersection. The original PD-120 was approved with an exception to allow a driveway on FM 3040 at 280 feet from the intersection. The proposed driveway on FM3040 is 280.82 feet from the intersection of Old Orchard and FM3040. Town of Flower Mound also requires a driveway spacing of minimum 250 feet from the intersection along Old Orchard. The proposed driveway on Old Orchard Rd is 220.57 feet from the intersection of Old Orchard and FM3040.



T: 214.609.9271 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

The Goddard School is a Daycare facility for children six weeks to six years old with over 450 schools across the United States. All schools have an on-site owner (franchisee) and an educational director. Goddard focuses on children's emotional, social, intellectual and physical development. The Goddard School Development is intended to provide high quality daycare facility for children's, where children can learn while playing. The Goddard School approach is based on widely accepted childhood development and brain-based learning research that clearly indicates the deepest, most genuine learning occurs for children through play and fun activities. Goddard fosters the cognitive and social development of each child through fun activities that are lovingly guided by highly trained teachers.

We believe the Goddard School and Retail Development will be a great addition for the Town of Flower Mound.

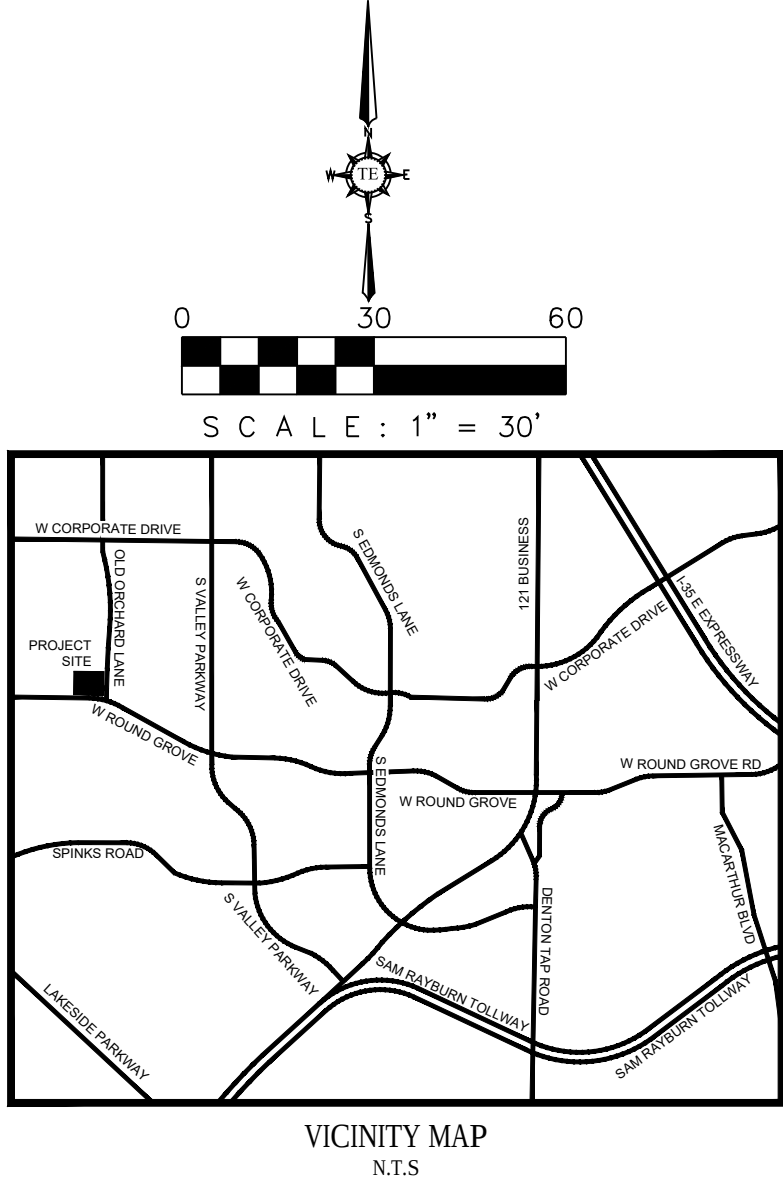
Sincerely,

A handwritten signature in blue ink, appearing to be "Kartavya Patel", with a stylized flourish at the end.

(Kartavya (Kevin) Patel, P.E.)

GODDARD SCHOOL

1.184 ACRES BEING A TACT OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO.49
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS



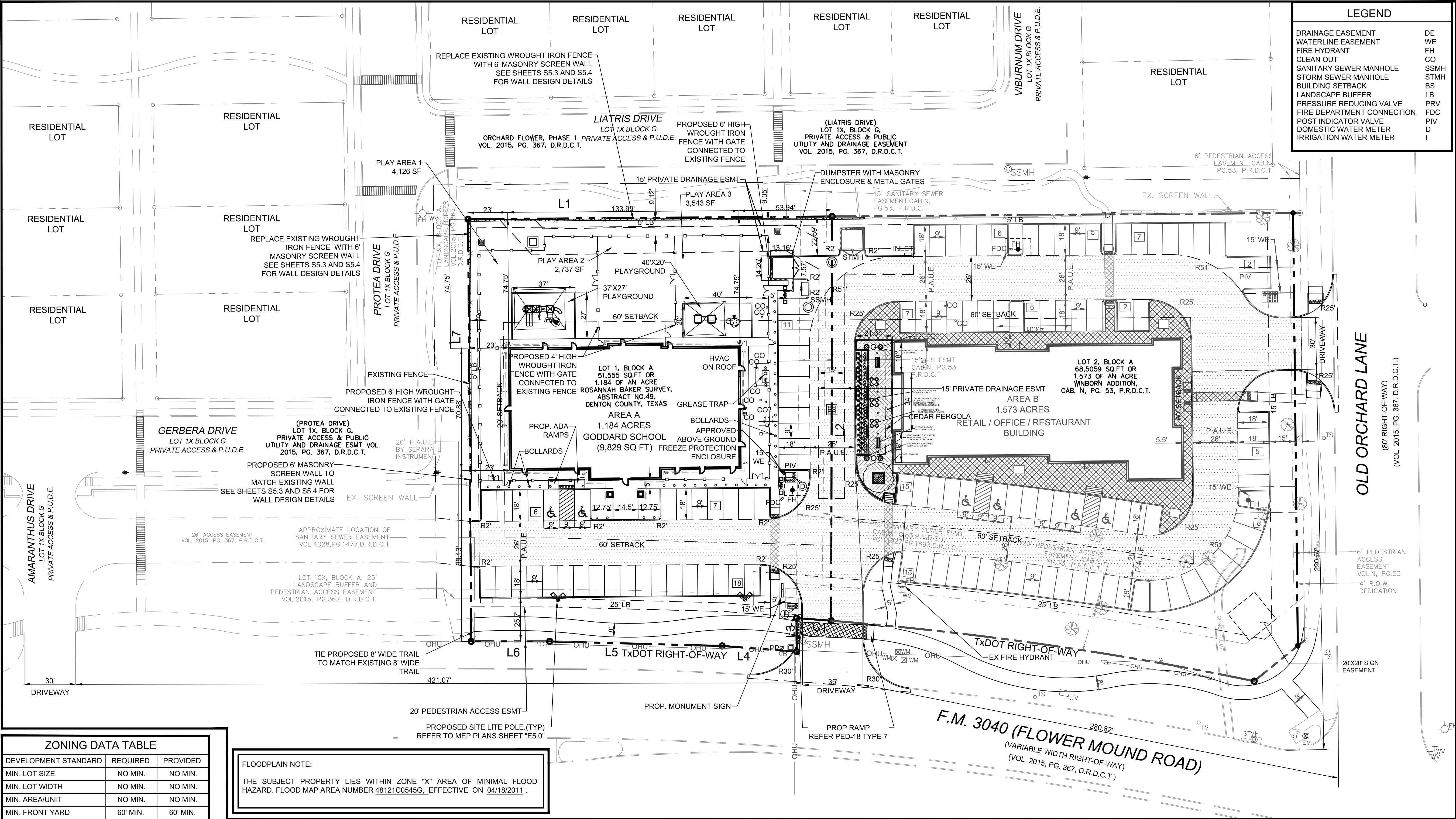
LEGEND	
EXISTING BOUNDARY	---
EXISTING CURB	---
EXISTING WATER MAIN	W WTR
EXISTING SANITARY SEWER	S SEWER
EXISTING SEWER MANHOLE	SSMH
EXISTING POWER POLE	PP
EXISTING STORM SEWER	EX. RCP
EXISTING FIRE HYDRANT	FH
EXISTING STORM INLET	SI
EXISTING SCREEN WALL	---
BOUNDARY LINE	---
PROPOSED CURB	---
PROPOSED HANDICAP SIGN	+
PROPOSED HANDICAP LOGO	+
PROPOSED FIRE HYDRANT	FH
PROPOSED WATER METER	W
PROPOSED BACK FLOW PREVENTER	+
PROP. BOLLARD	+
PROP. STORM INLET	SI
PROP. FIRE DEPARTMENT CONNECTION	∞ F.D.C.
PROP. MONUMENT SIGN	+
PROP. 6' HIGH FENCE	---
PROP. 4' HIGH SEPARATOR FENCE	---
PROP. SITE LIGHT POLE	+
PROP. SEWER MH BY DEVELOPER	SSMH
PROPOSED FIRE LANE	---

SITE DATA SUMMARY CHART	
NUMBER OF LOTS	1
EXISTING ZONING	PD-120
EXISTING USE	VACANT
PROPOSED ZONING	AMENDED PD-120
PROPOSED USE (AREA A)	DAYCARE
GROSS ACREAGE	2.757 ACRES OR 120,055 S.F.
ACREAGE (AREA A)	1.184 ACRES 51,555 S.F.
PROPOSED BLDG. HEIGHT (AREA A)	30'-9"
PROPOSED BLDG. PEAK HEIGHT (AREA A)	33'-11"
PROPOSED BLDG. MEAN HEIGHT (AREA A)	22'-6"
PROPOSED BLDG. AREA (AREA A)	9,829 S.F. (19.07%)
FLOOR AREA RATIO (AREA A)	1.5
REQUIRED PARKING (AREA A)	53 SPACES (3 ADA SPACES)
DAY CARE (1 SPACE PER 4 PERSONS ACCOMMODATED (190 STUDENTS & 20 TEACHERS))	42 SPACES (W/ 20% DEVIATION)
PROVIDED PARKING (AREA A)	42 SPACES (2 ADA SPACES)
IMPERVIOUS COVERAGE (AREA A)	32,983 S.F. (63.98%)
OPEN SPACE/LANDSCAPE AREA (AREA A)	18,567 S.F. (36.02%)

EQUIPMENT NOTE

1. PLAYGROUND EQUIPMENT IS DESIGNED WITH THE PRIMARY COLORS BLUE, RED, GREEN AND YELLOW. DEVELOPER/DESIGN PROFESSIONAL TO CONFIRM THAT THERE ARE NO RESTRICTIONS THAT WILL NOT PERMIT THE INSTALLATION OF EQUIPMENT WITH THESE COLORS. DEVELOPER/DESIGN PROFESSIONAL TO VERIFY WITH ANY GOVERNING BODY NOT LIMITED TO PLANNING AND ZONING BOARDS, ARCHITECTURAL REVIEW BOARDS, OR HOME OWNER'S ASSOCIATIONS AS WELL AS WITH AND NOT LIMITED TO THE REVIEW OF ANY COVENANTS AND RESTRICTIONS OR DESIGN GUIDELINES. GODDARD SYSTEMS, INC. (GSI) CAN PROVIDE COLOR ELEVATIONS OF THE EQUIPMENT IF NECESSARY. PLEASE CONTACT YOUR GSI REPRESENTATIVE IF THE PRIMARY COLORS ARE NOT PERMITTED.

2. PLAYGROUND EQUIPMENT REQUIRES SEPARATE PERMIT FROM BUILDING DEPARTMENT.



ZONING DATA TABLE		
DEVELOPMENT STANDARD	REQUIRED	PROVIDED
MIN. LOT SIZE	NO MIN.	NO MIN.
MIN. LOT WIDTH	NO MIN.	NO MIN.
MIN. AREA/UNIT	NO MIN.	NO MIN.
MIN. FRONT YARD	60' MIN.	60' MIN.
MIN. SIDE YARD	NO MIN.	NO MIN.
MIN. REAR YARD	60' MIN.	60' MIN.
MAX. LOT COVERAGE	50% MAX.	50% MAX.
MAX. FLOOR AREA RATIO	NO MAX.	NO MAX.
MAX. HEIGHT (STORIES/FT)	2 ST. / 35'	2 ST. / 35'

FLOODPLAIN NOTE:

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AREA OF MINIMAL FLOOD HAZARD. FLOOD MAP AREA NUMBER 48121C0545G, EFFECTIVE ON 04/18/2011.

NOTES:

1. ALL WORK WITHIN TXDOT ROW REQUIRE SEPERATE PERMIT ISSUED BY TXDOT.

2. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT

REVIEWED

TOWN OF FLOWER MOUND

Released for Construction

Date

Town of Flower Mound

Engineering Services Division

BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	N 89°34'23" E	210.92'
L2	S 00°07'19" W	234.31'
L3	S 00°23'53" E	19.46'
L4	N 85°35'14" W	43.38'
L5	N 88°29'45" E	100.00'
L6	N 89°56'46" W	45.42'
L7	N 00°25'37" W	244.69'

CURVE DATA					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1999.86	20.15'	0°34'38"	N 85°42'29" W	20.15

NOTES

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.

2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.

3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.

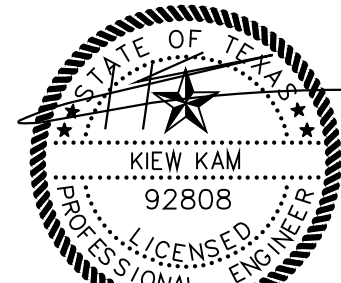
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.

5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.

6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLANE/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

7. ALL ACCESSIBLE WALKWAYS SHALL HAVE CROSS SLOPES NO GREATER THAN 2% AND RUNNING SLOPES NOT GREATER THAN 5%. NO GAPS IN THE SIDEWALK NO GREATER THAN 1/2 INCH OR ELEVATION CHANGE GREATER THAN 1/4 INCH.

NO.	DATE	DESCRIPTION	BY
1	09/17/18	1ST CITY CIVIL SUBMITTAL	KK
2	10/22/18	REVISED PER CITY COMMENTS	KK
3	11/19/18	REVISED PER CITY COMMENTS	KK
4	12/12/18	REVISED PER CITY COMMENTS	KK
5	12/31/18	REVISED PER CITY COMMENTS	KK



SITE PLAN

GODDARD SCHOOL

FLOWER MOUND ROAD AND

OLD ORCHARD LANE

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

T. 214.609.9271 | F. 469.359.6709 | E. kpsatel@triangle-engr.com
W. triangle-engr.com | O. 1784 McDermott Drive, Suite 110, Allen, TX 75013

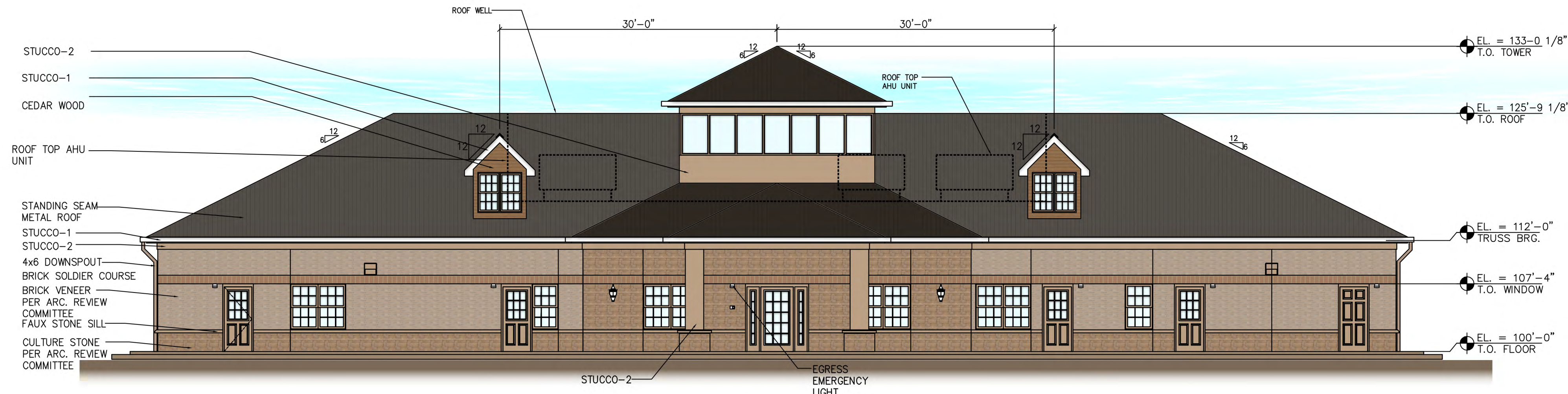
Planning | Civil Engineering | Construction Management

DESIGN DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	APK	12/31/18	SEE SCALE BAR	015-18

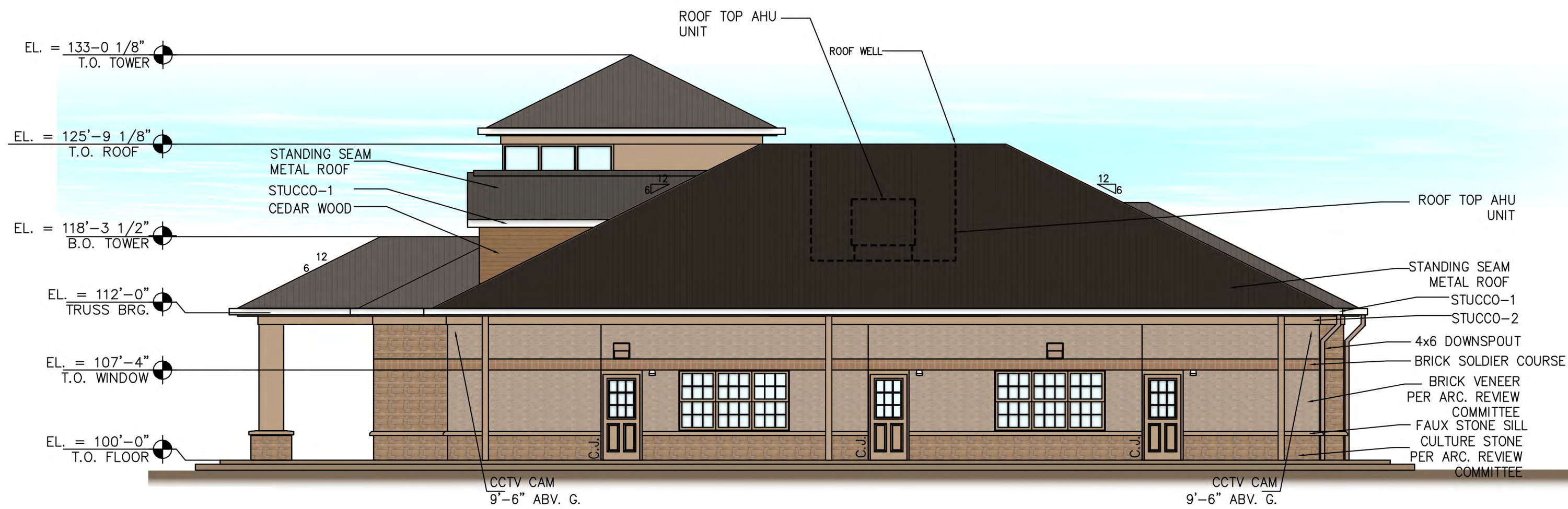
TX PE FIRM #11525

12/31/2018

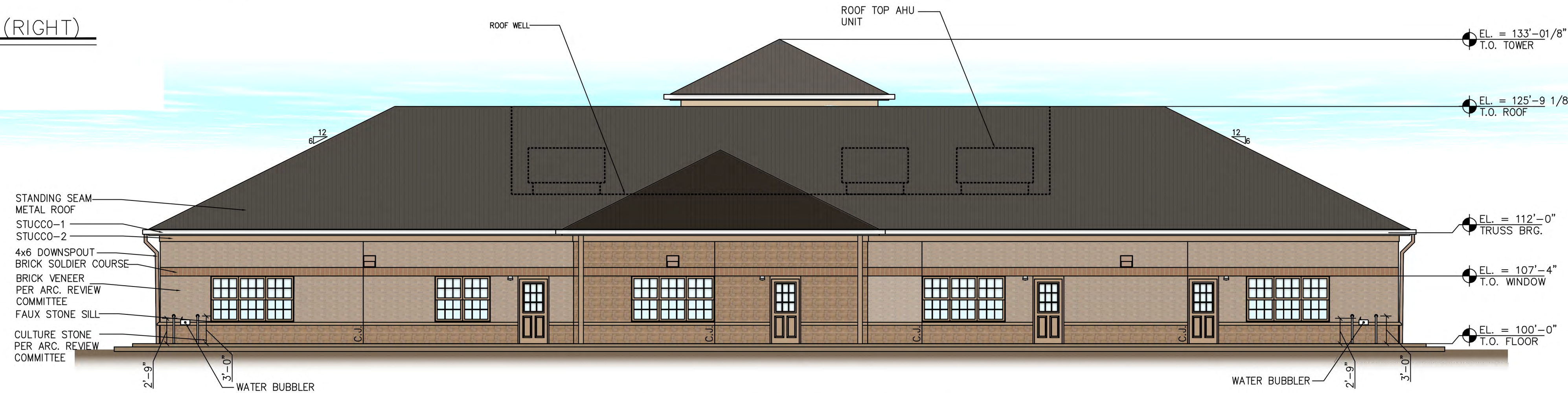
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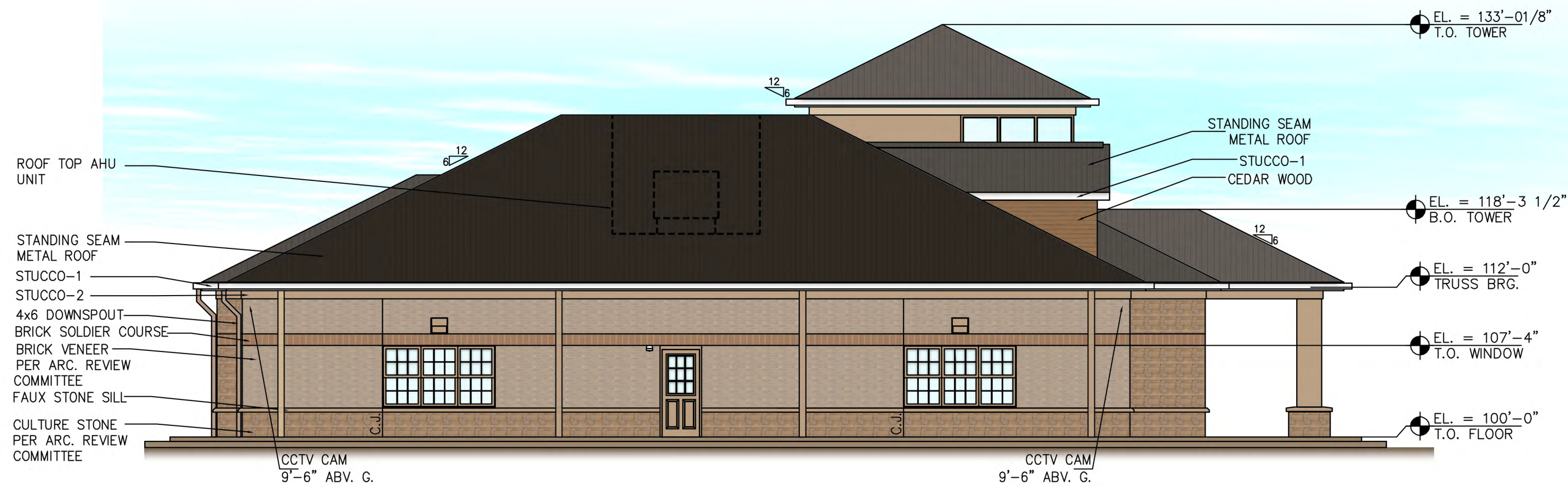
1 SOUTH ELEVATION (FRONT)
A2.1 SCALE: 1/8" = 1'-0"



2 EAST ELEVATION (RIGHT)
A2.1 SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION (BACK)
A2.1 SCALE: 1/8" = 1'-0"



4 WEST ELEVATION (LEFT)
A2.1 SCALE: 1/8" = 1'-0"

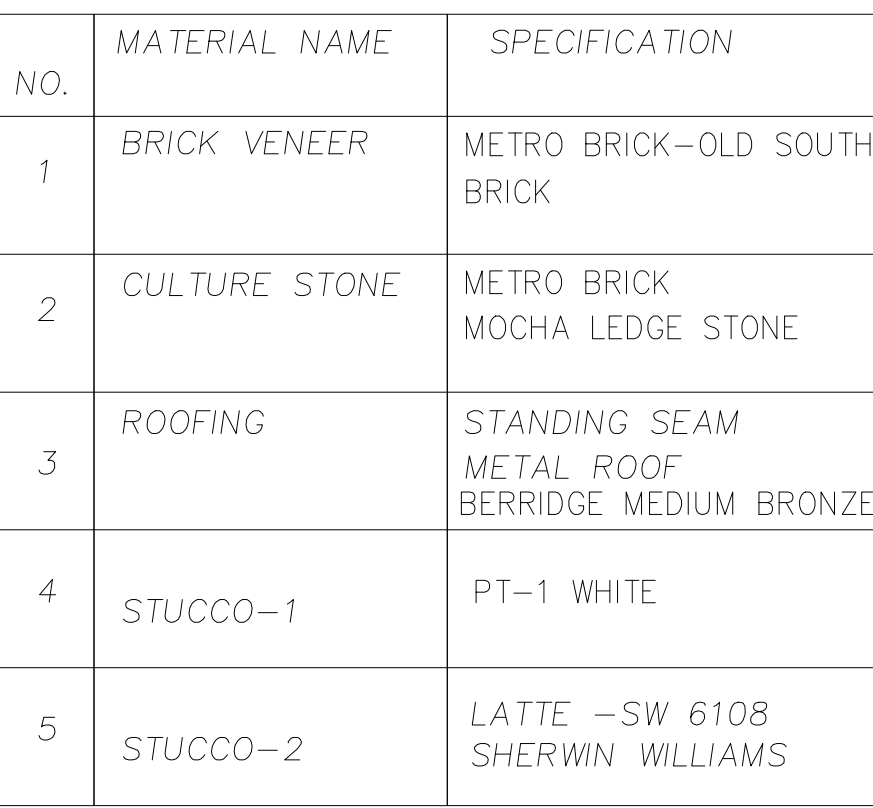
MATERIAL SPECIFICATION		
NO.	MATERIAL NAME	SPECIFICATION
1	BRICK VENEER	METRO BRICK-OLD SOUTH BRICK
2	CULTURE STONE	METRO BRICK MOCHA LEDGE STONE
3	ROOFING	STANDING SEAM METAL ROOF BERRIDGE MEDIUM BRONZE
4	STUCCO-1	PT-1 WHITE
5	STUCCO-2	LATTE -SW 6108 SHERWIN WILLIAMS

	SOUTH	%	EAST	%	NORTH	%	WEST	%
TOTAL FACADE AREA (SF)	1991.67	—	1146.37 SF	—	1672.32 SF	—	1141.10 SF	—
DOORS/WINDOWS	463.69 SF	—	187.60 SF	—	307.79 SF	—	138.69 SF	—
FACADE AREA (SF) MINUS DOORS/WINDOWS	1491.93 SF	100.00	1012.04 SF	100.00	1358.79SF	100.00	1053.26SF	100.00
PRIMARY MASONRY		98.79		95.73		100.00		97.15
BRICK VENEER	545.52 SF	36.5	434.01 SF	42.88	582.36 SF	42.86	466.70 SF	44.31
STONE	508.57 SF	34.08	231.58 SF	22.88	468.52 SF	34.48	242.56 SF	23.02
STUCCO-1 LIGHT	95.45 SF	6.39	65.43 SF	6.46	81.44 SF	6.00	62.85 SF	5.96
STUCCO-2 DARK	201.56 SF	13.51	165.65 SF	16.34	103.65 SF	7.63	165.65 SF	15.72
BRICK SOLDIER COURSE	122.82 SF	8.23	72.39 SF	7.15	122.82 SF	9.04	72.39 SF	6.86
ACCENT MATERIAL								
CEDAR WOOD	18.01 SF	1.20	43.20 SF	4.26	00.00 SF	0.00	43.2 SF	2.85

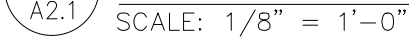
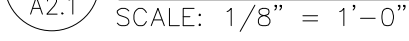
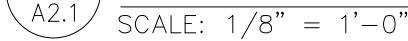
NO.	DATE	REVISION	BY

EXTERIOR ELEVATIONS	PROJECT No:	DATE:	DRAWN BY:	CHECKED BY:
	06/26/2018			

5'-FEET	REVISION



	SOUTH	%	EAST	%	NORTH	%	WEST	%
TOTAL FACADE AREA (SF)	1991.67	—	1146.37 SF	—	1672.32 SF	—	1141.10 SF	—
DOORS/WINDOWS	463.69 SF	—	187.60 SF	—	307.79 SF	—	138.69 SF	—
FACADE AREA (SF)	1491.93 SF	100.00	1012.04 SF	100.00	1358.79SF	100.00	1053.26SF	100.00
MINUS DOORS/WINDOWS								
PRIMARY MASONRY		98.79		95.73		100.00		97.15
BRICK VENEER	545.52 SF	36.5	434.01 SF	42.88	582.36 SF	42.86	466.70 SF	44.31
STONE	508.57 SF	34.08	231.58 SF	22.88	468.52 SF	34.48	242.56 SF	23.02
STUCOO—1 LIGHT	95.45 SF	6.39	65.43 SF	6.46	81.44 SF	6.00	62.85 SF	5.96
STUCOO—2 DARK	201.56 SF	13.51	165.65 SF	16.34	103.65 SF	7.63	165.65 SF	15.72
BRICK SOLDIER COURSE	122.82 SF	8.23	72.39 SF	7.15	122.82 SF	9.04	72.39 SF	6.86
ACCENT MATERIAL								
CEDAR WOOD	18.01 SF	1.20	43.20 SF	4.26	00.00 SF	0.00	43.2 SF	2.85



NOTE : THE DUMPSTER ENCLOSURE ELEVATIONS SHALL MATCH THE BUILDING MATERIALS.

THE ENTRANCE OF THE BUILDING SHALL BE ACCENTED WITH BOTH FINISHES AND PLANTING TO VISUALLY READ AS AN ENTRY STATEMENT.

ALL THE CORNER EDGE SHALL BE ROUNDED/EASED EDGES.

ALL DOWNSPOUTS SHALL BE CONNECTED TO STORM WATER DRAIN.

No.	DATE	REVISION	BY

GODDARD SCHOOL
FLOWER MOUND

EXTERIOR ELEVATIONS

PROJECT No:	08/29/2018
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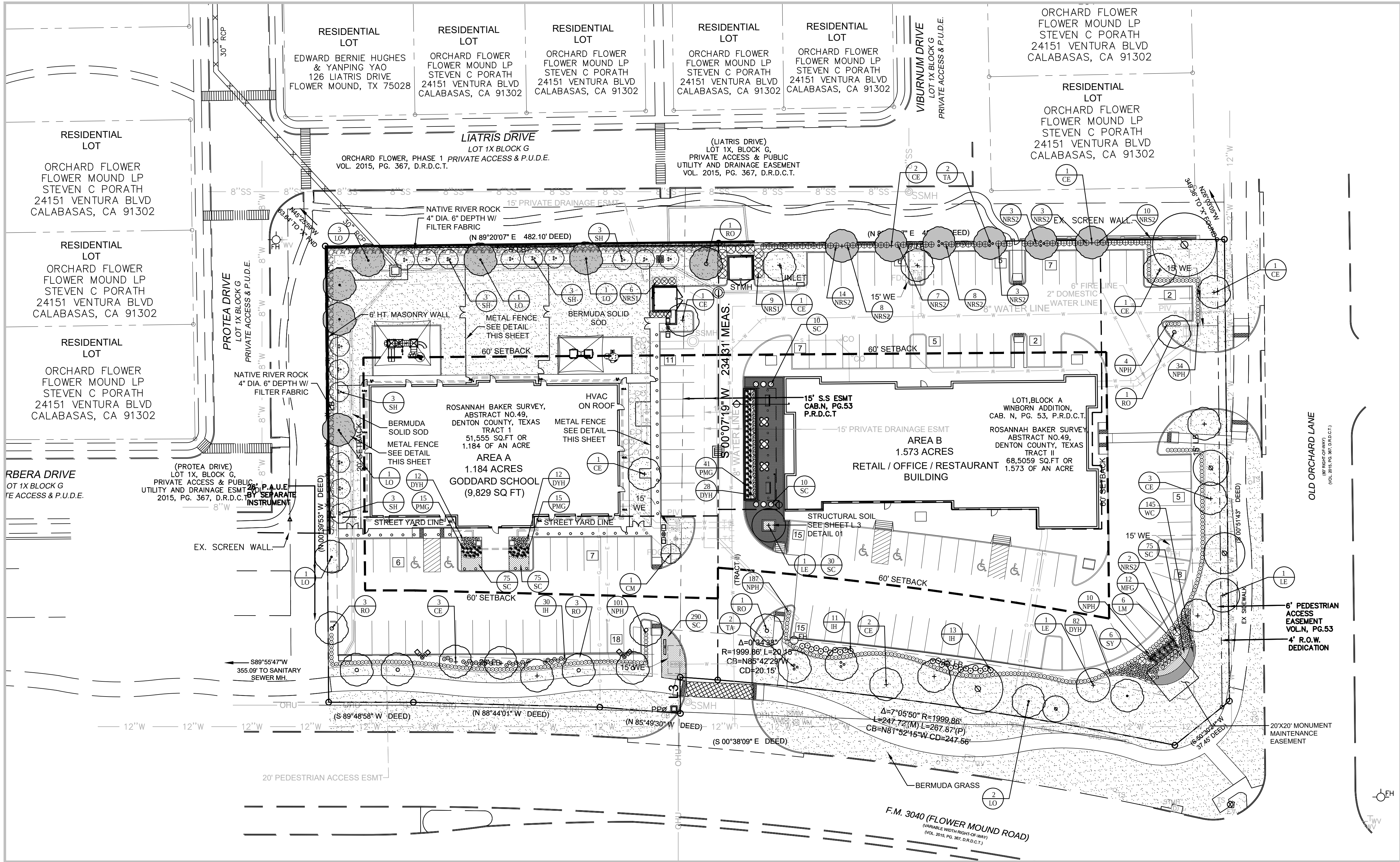
DRAWN BY:

CHECKED BY

SHEET #

REVISION #

A2.1



LANDSCAPE TABULATIONS - AREA A

Street Yard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Min. 20% of street yard	20,328	4,066	4,687
Street Yard Trees			
Standard	Total Street Yard (Square Feet)	Required	Provided
10,000 to 110,000 10 trees for first 10,000 plus (1) per 2,500 ft. in excess of 10,000 s.f.	Flower Mound Road 20,328 s.f.	14	14- 3' Cal. Trees
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 canopy tree per 30 l.f.	Flower Mound Road 188.78 l.f.	7	7- 3' Cal. Trees
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 spaces	40	300 s.f.	800 s.f.
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree per 10 spaces	40	4	4

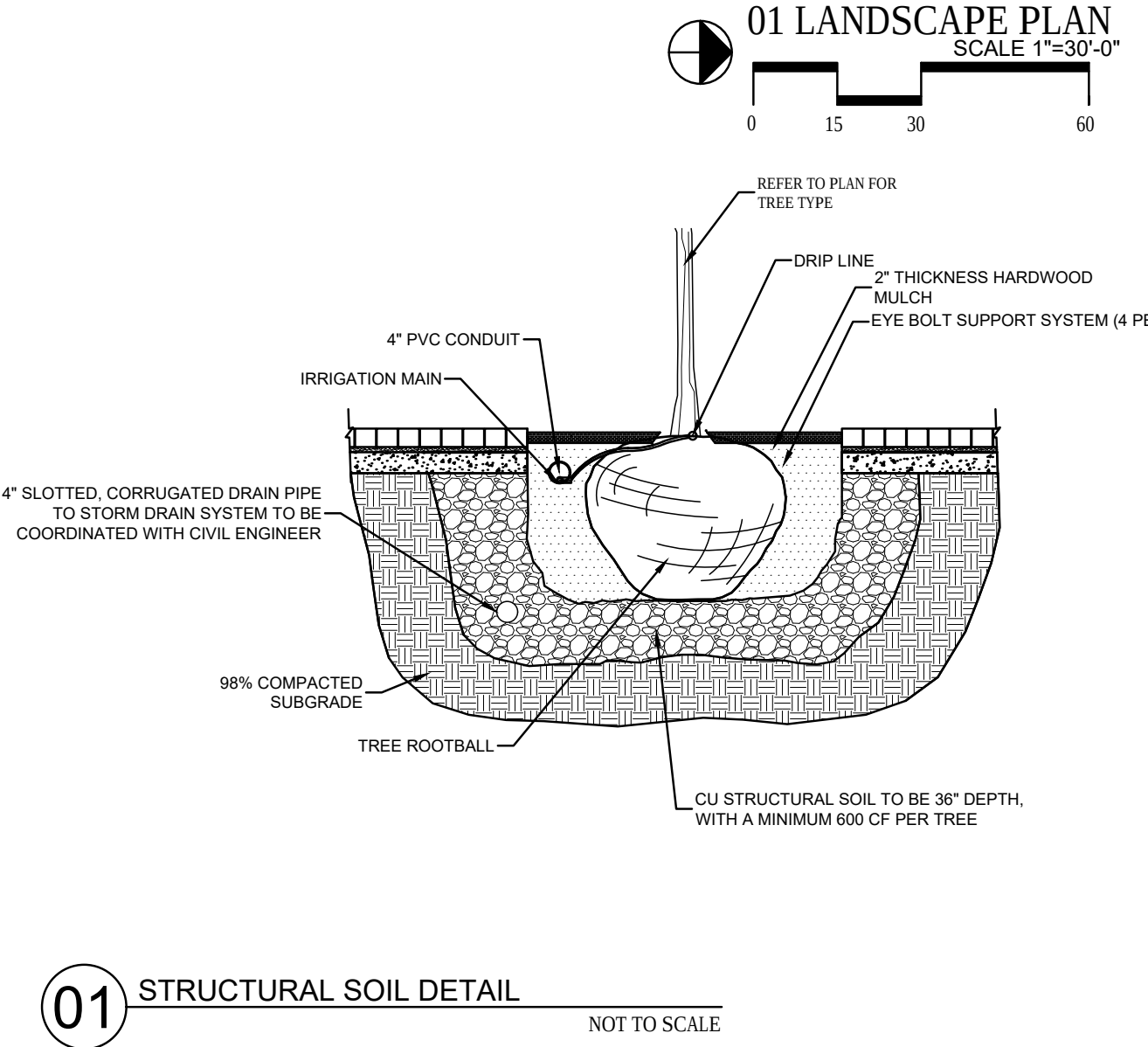
LANDSCAPE TABULATIONS - AREA B

Street Yard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Min. 20% of street yard	40,486	8,097	13,443
Street Yard Trees			
Standard	Total Street Yard (Square Feet)	Required	Provided
10,000 to 110,000 10 trees for first 10,000 plus (1) per 2,500 ft. in excess of 10,000 s.f.	Flower Mound Road & Old Orchard Ln. 40,486 s.f.	23	18- 3' Cal. Trees 5- Existing Trees
Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 per 30 l.f.	Flower Mound Road 248.01 l.f.	8	7- 3' Cal. Trees 1 Existing Trees
1 per 30 l.f.	Old Orchard Lane 247.67 l.f.	8	5- 3' Cal. Trees 3 Existing Trees

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CM	1	Crepe Myrtle 'Dallas Red'	Lagerstroemia indica 'Dallas Red'	8' ht.	container, 3 or 5 trunks, tree form
CE	16	Cedar Elm	Ulmus crassifolia	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
LE	3	Athens Lacebark Elm	Ulmus parvifolia 'Athena'	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
LO	9	Live Oak	Quercus virginiana	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
LM	6	Lil Gem Magnolia	Magnolia grandiflora 'Lil Gem'	8' ht.	container, 8' ht., 4' spread, full to base
RO	9	Shumard Red Oak	Quercus shumardii	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
SH	15	Savannah Holly	Ilex americana 'Savannah'	8' ht.	container, 8' ht., 4' spread, tree form
TA	4	Texas Ash	Fraxinus albicans	3" cal.	container, 14' ht., 6' spread, 5' clear straight trunk
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYH	134	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	3 gal.	container grown, 20" spread
IH	54	Indian Hawthorn 'Clara'	Rhaphiolepis indica 'Clara'	3 gal.	container grown, 20" spread
MFG	12	Mexican Feathergrass	Nassella tenuissima	3 gal.	container full, well rooted
PMG	71	Pink Muhly Grass	Muhlenbergia capillaris	3 gal.	container, 24" ht., 20" spread
NPH	336	Needlepoint Holly	Ilex cornuta 'Needlepoint'	7 gal.	container, 36" ht., 24" spread
NRS1	15	Nellie R. Stevens Holly	Ilex x 'Nellie R. Stevens'	6" ht.	container grown, 36" spread, full to base
NRS2	58	Nellie R. Stevens Holly	Ilex x 'Nellie R. Stevens'	7 gal.	container, 36" ht., 24" spread
SY	6	Softleaf Yucca	Yucca recurvifolia	3 gal.	container, 20" ht., 20" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	565	Seasonal Color	Euonymus fortunei 'Coloratus'	4" pots	selection by owner, 12" o.c.
WC	145	Purple Wintercreeper	Cynodon dactylon '419'	4" pots	container, 3- 12" runners min., 12" o.c.
		Bermudagrass			Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.



GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNERS CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION
- CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

SITE FURNISHING NOTES

- CONTRACTOR SHALL PROVIDE TURN-KEY INSTALLATION OF ALL PLANTERS INCLUDING, BUT NOT LIMITED TO, SHIPMENT, HANDLING, PLACEMENT, ETC.
- IRRIGATION AND DRAINAGE HOLES TO BE DRILLED ON SITE BY CONTRACTOR.
- BOTTOM OF POTS TO INCLUDE PEA GRAVEL, 4" DEPTH. FILTER FABRIC TO SEPARATE PEA GRAVEL FROM PLANTING MIX.

MASONRY WALL DETAILS

FIND MASONRY WALL DETAILS ON SHEET S5.3 AND S5.4
EXTERIOR MATERIALS TO MATCH EXISTING WALL

FENCE DETAILS

FIND FENCE DETAILS ON SHEET C7.2

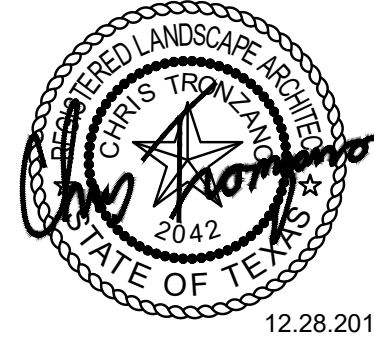
SITE FURNISHINGS

- TABLE SHALL BE:
PARC CENTRE 30" ROUND
STANDARD COLOR TO BE DETERMINED
AVAILABLE FROM: LANDSCAPE FORMS
QUANTITY- 2
LARA MOFFAT
(269) 337-1309
- CHAIRS TO BE:
PARC CENTRE- CHAIR NO ARMS
STANDARD COLOR TO BE DETERMINED
AVAILABLE FROM: LANDSCAPE FORMS
QUANTITY- 12
LARA MOFFAT
(269) 337-1309
- BENCHES TO BE:
NEOCOMBO BENCH- 59" WITH BACK
ALUMINUM FINISH AVAILABLE FROM: LANDSCAPE FORMS
QUANTITY- 2
LARA MOFFAT
(269) 337-1309
- LITTER RECEPTACLE TO BE:
PETOSKEY LITTER RECEPTACLE- HINGED LID
STANDARD COLOR TO BE DETERMINED
AVAILABLE FROM: LANDSCAPE FORMS
QUANTITY- 2
LARA MOFFAT
(269) 337-1309

PLANTER NOTES

- PLANTERS SHALL BE:
DECORATIVE PLANTERS, 36" DIA.
TOTAL OF (4), WILSHIRE COLLECTION
WS-3600 FRB
COLOR TO BE SELECTED
AVAILABLE FROM: TOURNESOL SITE WORKS
JOHN WILLINGHAM
(800) 542-2282
- CONTRACTOR SHALL PROVIDE TURN-KEY INSTALLATION OF ALL PLANTERS INCLUDING, BUT NOT LIMITED TO, SHIPMENT, HANDLING, PLACEMENT, ETC.
- IRRIGATION AND DRAINAGE HOLES TO BE DRILLED ON SITE BY CONTRACTOR.
- BOTTOM OF POTS TO INCLUDE PEA GRAVEL, 4" DEPTH. FILTER FABRIC TO SEPARATE PEA GRAVEL FROM PLANTING MIX.
- ALL PLANTERS ARE TO HAVE MICRO SPRAY IRRIGATION INSTALLED.

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM



GODDARD SCHOOL / RETAIL
FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

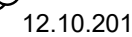
ISSUE:
FOR APPROVAL 09.17.2018
CITY COMMENTS 10.22.2018
CITY COMMENTS 11.19.2018
CITY COMMENTS 12.10.2018
CITY COMMENTS 12.28.2018

DATE:
12.28.2018

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:

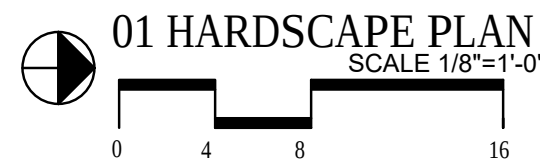
L.3



FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

SHEET NUMBER:

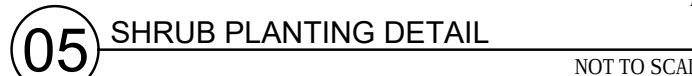
L.2



1. Contractor shall adhere to the Manufacturer's Installation Guidelines, Specifications, and any other requirements outlined by the Manufacturer for full proper installation.
2. Pavers to be installed by a paver company that is certified by Pavestone and an installer. Paver crew shall have a minimum of 10 years experience. Pavers are to be installed per manufacturer specifications and details.
3. Pavers to be: Type and Color to be selected by Owner.
4. PAVESTONE: Pavers available from: Pavestone Company
Mr. Joey Guedea (800) 245-7283.
5. Pattern as indicated on drawings.
6. Contractor shall submit a PAVESTONE® Standard Color Sample Board to the Landscape Architect / Owner for color selection prior to placing order.
7. The final color selection shall be made by the Landscape Architect on-site.
8. The Contractor shall construct a sample panel 10'-0" by 10'-0" on-site, at no expense to the Owner, for approval by the Landscape Architect / Owner prior to commencing work.
9. The Landscape Architect reserves the right to reject any and all work executed by the Contractor which does not meet his/her expectations and the Manufacturer's Specifications.

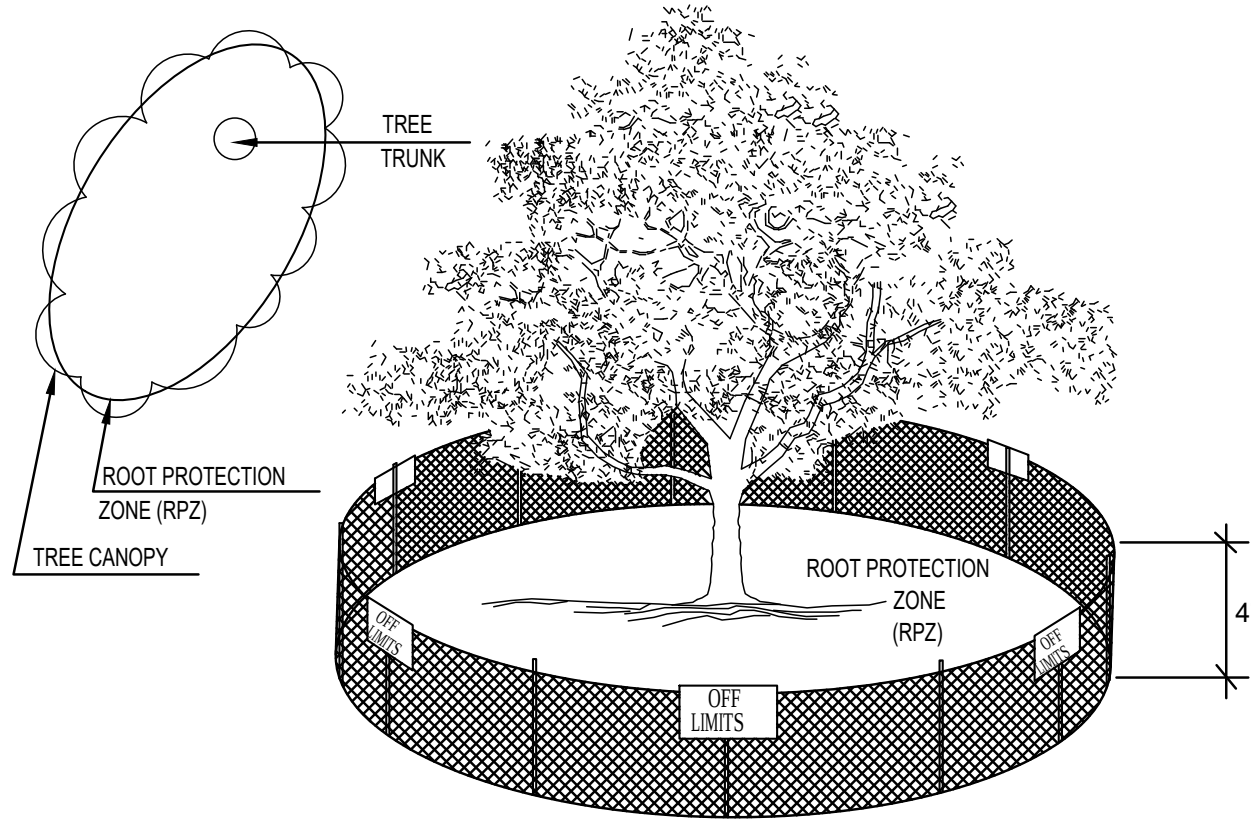
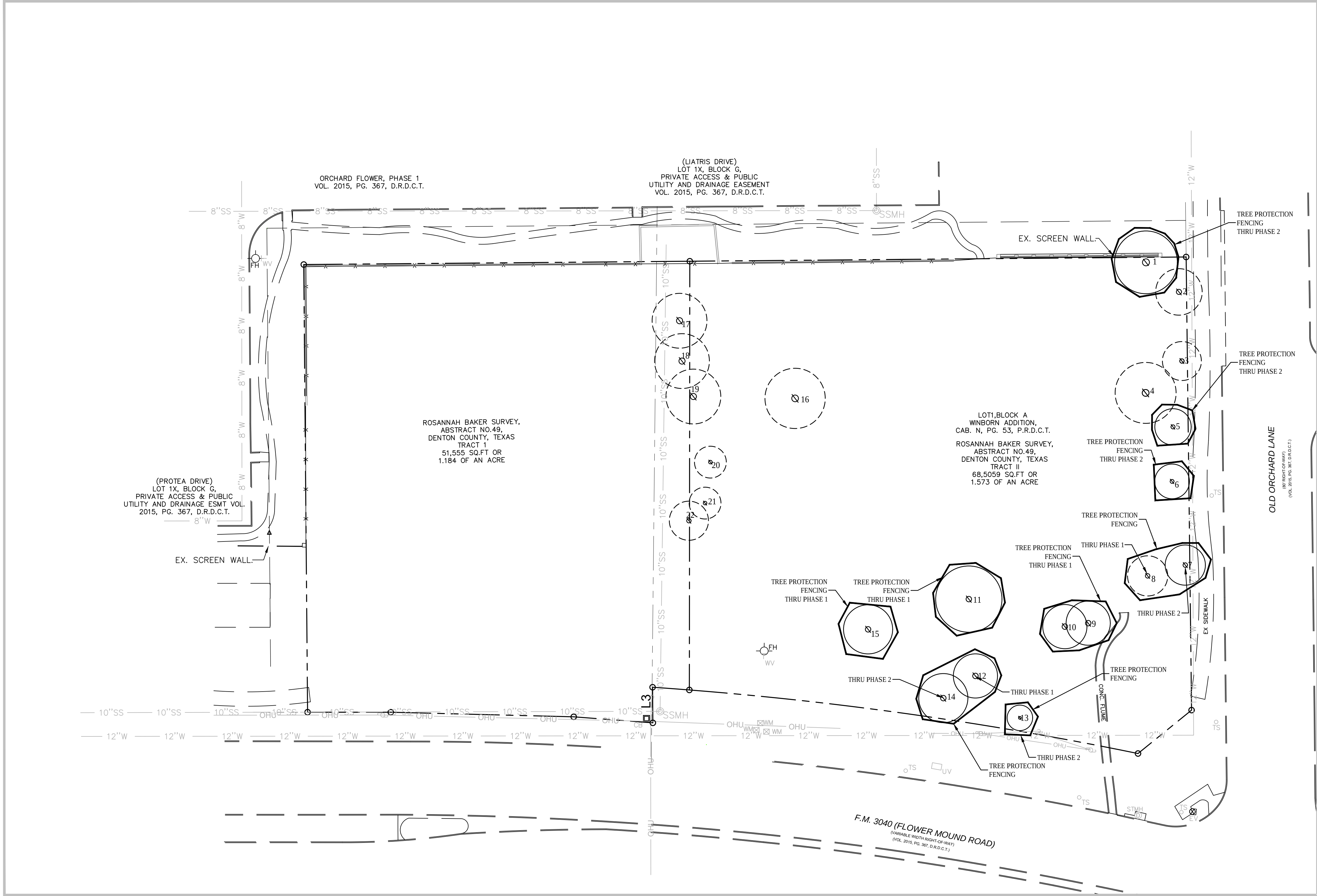


D. Filter Fabric: Mirafi 140N by Celanese Fibers Marketing Company, available at Loflance Co., (214) 631-5250 or approved equal.



SHEET NUMBER

L.4



01 TREE PROTECTION FENCE A
NOT TO SCALE

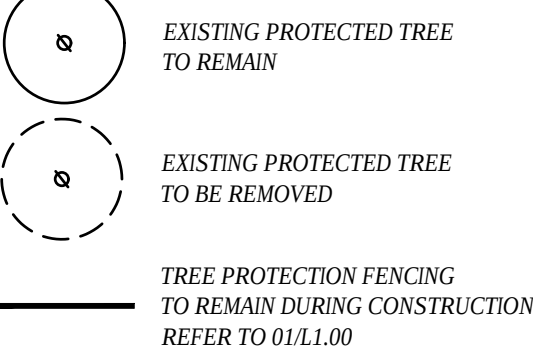
EXISTING TREE NOTES

- Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.
- If any root structure is damaged during adjacent excavation/construction, notify the Landscape Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.
- Any fine grading done within the critical root zones of the protected trees must be done by hand. No earth moving equipment is allowed within the critical root zone of the trees.
- Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.
- Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.
- Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.
- Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.
- Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner. Structural roots shall be initially exposed through the use of an air spade within the root protection zone.
- Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4) feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.
- Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's dripline. The protective fencing must be installed before any construction related activities commence on the site. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4) foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).
- Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval and under the supervision of the Landscape Architect.
- Mitigation for the removal of a each protected tree is (1) 3" caliper mitigation tree or \$375

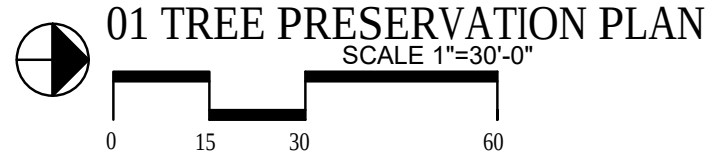
TREE SURVEY FIELD DATA

NO.	DIA. INCHES	SPECIES (COMMON NAME)	SPECIES (BOTANICAL NAME)	CONDITION	REMARKS	CREDITS	MITIGATION REQUIRED
1	10.5	LACEBARK ELM	ULMUS PARVIFOLIA	GOOD	UNPROTECTED TREE TO BE REMOVED	3	1- 3" CAL. TREE
2	14.5	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		
3	14	CREPE MYRTLE	LAGERSTROEMIA INDICA	GOOD	UNPROTECTED TREE TO BE REMOVED		
4	11.5	LACEBARK ELM	ULMUS PARVIFOLIA	GOOD	UNPROTECTED TREE TO BE REMOVED	3	1- 3" CAL. TREE
5	9.75	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN		
6	11.25	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN		
7	14	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN	3	1- 3" CAL. TREE
8	13	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN		
9	13.5	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN		
10	13	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN	3	1- 3" CAL. TREE
11	11	LACEBARK ELM	ULMUS PARVIFOLIA	GOOD	UNPROTECTED TREE TO REMAIN		
12	13.5	AMERICAN ELM	ULMUS AMERICANA	FAIR	PROTECTED TREE TO REMAIN		
13	2	CRAPE MYRTLE	LAGERSTROEMIA INDICA	GOOD	UNPROTECTED TREE TO REMAIN	3	1- 3" CAL. TREE
14	14.5	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO REMAIN		
15	15	AUSTRIAN PINE	PINUS NIGRA	GOOD	PROTECTED TREE TO REMAIN		
16	10	LACEBARK ELM	ULMUS PARVIFOLIA	GOOD	UNPROTECTED TREE TO BE REMOVED	3	1- 3" CAL. TREE
17	12.5	AMERICAN ELM	ULMUS AMERICANA	FAIR	PROTECTED TREE TO BE REMOVED		
18	10.25	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		
19	16	AMERICAN ELM	ULMUS AMERICANA	DECLASSIFIED	UNPROTECTED TREE TO BE REMOVED	3	1- 3" CAL. TREE
20	10	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		
21	6	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED		
22	6	LIVE OAK	QUERCUS VIRGINIANA	GOOD	PROTECTED TREE TO BE REMOVED	3	1- 3" CAL. TREE

EXISTING TREE LEGEND



6 TREES REQUIRED TO BE MITIGATED- (1) 3" CALIPER TREE PER TREE
L.2 FOR REPLACEMENT TREES.



LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM



GODDARD SCHOOL / RETAIL
FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

ISSUE:
FOR APPROVAL 09.17.2018
FOR APPROVAL 10.22.2018
FOR APPROVAL 11.19.2018

DATE:
11.19.2018

SHEET NAME:
TREE PRESERVATION PLAN

SHEET NUMBER:

L.1



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: February 4, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Consider a request for a Site Plan (SP18-0024 - Thirty-One Gifts) for an office warehouse building with a waiver to Section 94-63(3) of the Code of Ordinances requiring that each parking space be located within 50 feet of a tree. The property is generally located south of Spinks Road and west of Garden Ridge Boulevard. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

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



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: January 28, 2019

FROM: Chuck Russell, Town Planner

ITEM: Consider a request for a Site Plan (SP18-0024 – Thirty-One Gifts) for an office warehouse building with a waiver to Section 94-63(3) of the Code of Ordinances requiring that each parking space be located within 50 feet of a tree. The property is generally located south of Spinks Road and west of Garden Ridge Boulevard.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There is a waiver request to the Town's regulations, which necessitates special consideration by the Commission (see Analysis below).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to amend an approved site plan for the subject property to reflect a proposed increase in the number of parking spaces on site, as well as to seek approval of a waiver to the Town's requirement that each parking space be located within 50 feet of a tree. The subject site is zoned PD-44 for I-1 Industrial District-1 and I-2 Industrial District-2 uses and is located within the Lakeside Business District Area Plan of the Town's Master Plan with the designation for Campus Industrial uses.

On August 7, 2006, the Town Council approved a site plan for a 651,518-square-foot warehouse/distribution building on the subject property [See Attachment A(3)]. The property is currently developed in accordance with the approved site plan and has operated as a warehouse/distribution center for many years with large paved truck court areas on the north and south sides of the building.

A new tenant is in the process of occupying the building (Thirty-One Gifts) and will have up to 800 total employees which will result in a need to convert a portion of the truck court area on the north side to employee parking. The employees will be distributed over two shifts, a 10-hour shift Monday through Thursday, and a 12-hour shift Friday through Sunday. No additional paving is being proposed, only restriping of existing concrete.

The proposed parking will increase from 290 approved spaces to 711 spaces to accommodate the increase in employees and need for additional visitor parking. The applicant has provided a parking study [See Attachment B(2)] which is required for developments with more than 250 parking spaces. Based on this study, the updated Town required parking for the use is 493 spaces. Requested parking for the new tenant results in a proposed increase 44% over what is required by the Town, which is more than the 20% allowed by Code.

Deviations in excess of 20 percent must be approved by the Town Council and any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking. Although no additional pavement is proposed, the applicant has agreed to provide additional landscaping along Spinks Road to provide additional screening.

Existing points of access from Spinks Road and Garden Ridge will remain unchanged. The applicant has provided an exhibit depicting the internal flow of traffic entering and exiting the site [See Attachment B(1)].

A. Waiver to Section 94-63(3) of the Town Code

The applicant is requesting a waiver to the requirement that every parking space be located within 50 feet of a tree. This standard requires trees to be located within parking lots to provide shade and soften the appearance of surface parking fields.

The owner has stated they would like to have the landscape island and parking lot tree requirement waived for the following reasons:

- The existing approved site landscaping is heavily forested along Spinks Road, which primarily screens all of the paved areas from the North and the owner is providing additional landscaping to fill in exposed areas.
- The expense of removing existing paving and adding irrigation to each island.
- The irrigation for islands would be expected to compromise paving integrity beyond the islands themselves.
- When/if the building goes back to its original form, landscape islands will be in the truck maneuvering and truck drive aisles on the north and south sides of the building. They will have to be removed.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Approved Site Plan

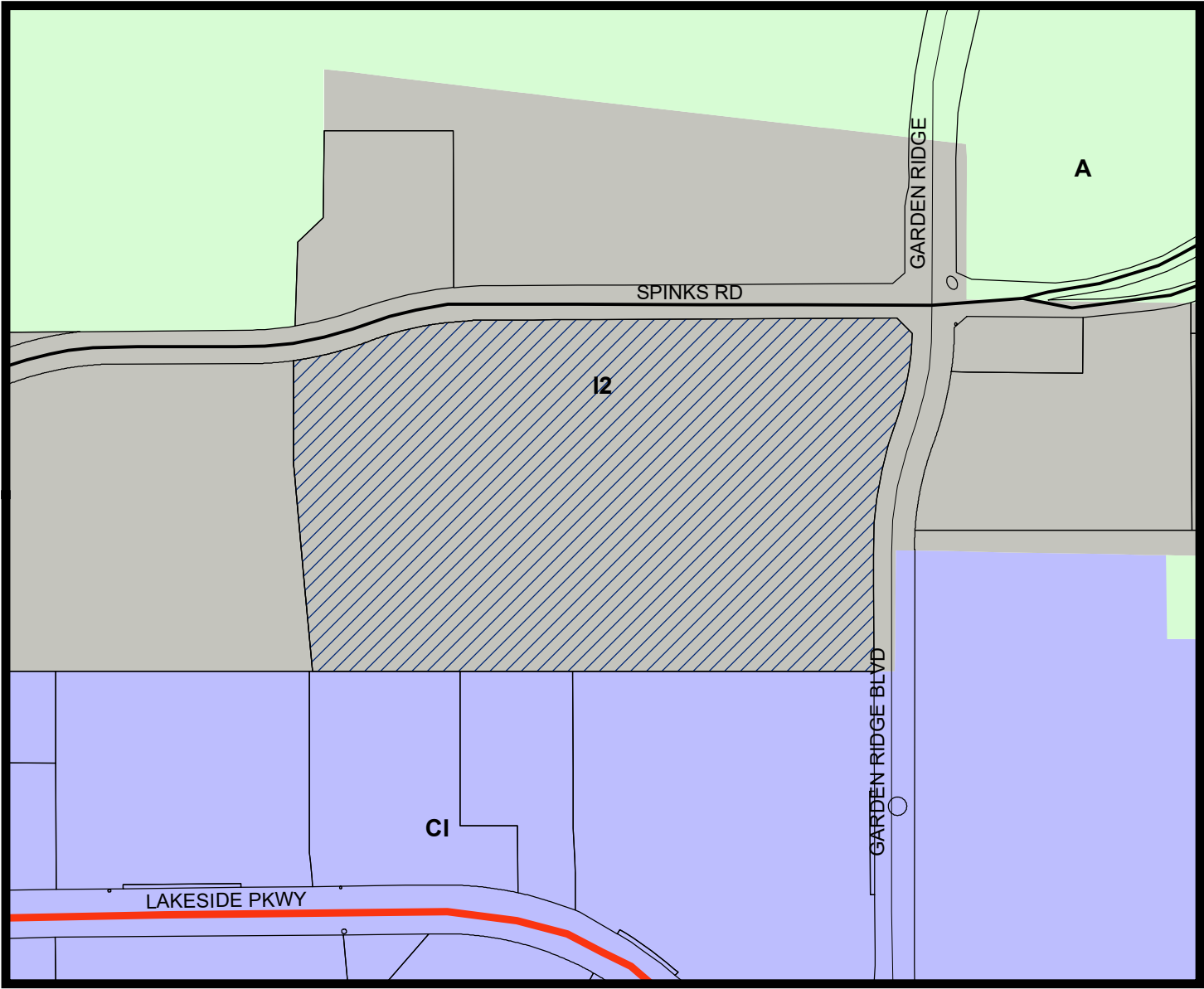
B. Application Details

1. Site Plan Package
2. Parking Study



Vicinity Map

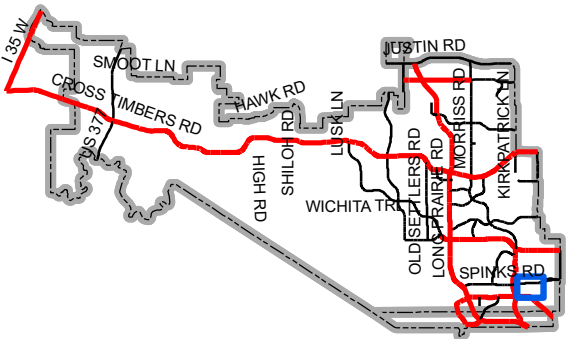
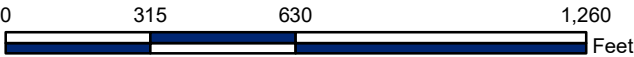
Reference Project: SP18-0024



LEGEND

- Agriculture
- Campus Industrial
- Industrial 2

Subject Property



Map Location

**MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.**

December 03, 2018

● Mr. Chuck Russell
Town of Flower Mound – Planning Department
1001 Cross Timbers, Suite 2330
Flower Mound, Texas 75028

RE: ThirtyOne Gifts
Prologis Park Cornerstone One
951 Garden Ridge Blvd.
Flower Mound, Texas

Dear Mr. Russell:

The Owner, Prologis, has an approved permit for the Tenant Improvements of ThirtyOne Gifts at Prologis Park Cornerstone One on Garden Ridge Boulevard. The Owner and Tenant are requesting two variances from town requirements. First, they ask that the Town of Flower Mound accept the Parking Study provided that shows the need to increase the parking spaces to 711 for the tenant ThirtyOne Gifts. The additional spaces have been requested by the Tenant to provide all car parking on the north side of the building. Although this is more than the 20% increase, these spaces will be provided in the existing truck court area and no additional paving will be added; just striping. Secondly, waive the requirement for a tree and curbed landscape island to be within 50 feet of the additional tenant required parking spaces.

The Owner would like to have the landscape island requirement waived for the following reasons:

- The existing approved Shell Landscaping is heavily forested along Spinks Road, which screens all of the paved areas from the North, but the owner is willing to add more if required.
- The expense of removing existing paving and adding irrigation to each island.
- The irrigation for islands would be expected to compromise paving integrity beyond the islands themselves.
- When the building goes back to its original form, landscape islands will be in the truck maneuvering and truck drive aisles on the north, east and west sides of the building. They will have to be removed.

Included in the submittal are the following drawings:

- 1- Required Site Plan with landscape islands
- 2- Proposed Site Plan
- 3- Site Plan- Parking Study
- A1.10- Approved Tenant Site Plan
- L1.00-L1.07- Approved Permitted Shell Landscape Plan
- A5.01- Approved Permitted Shell Exterior Elevations
- Approved Shell Color Elevation
- Parking Study Technical Memorandum Letter from Halff

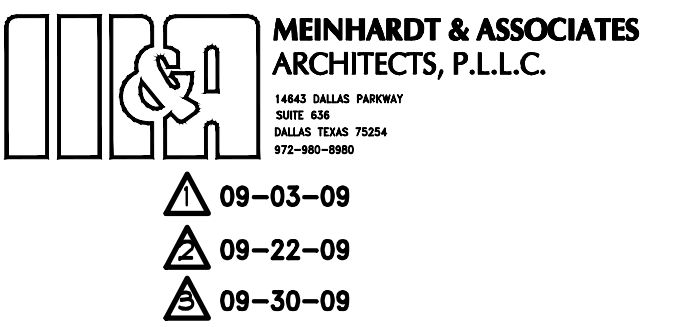
Mr. Chuck Russell
ThirtyOne Gifts
December 03, 2018
Page 2 of 2

Thank you for your consideration.

Sincerely,

 Digitally signed by
Trina Burris
Date: 2018.11.30
19:21:18 -06'00'

Trina Burris



**KOHLER TENANT IMPROVEMENTS
FLOWER MOUND DISTRIBUTION CENTER #1**

951 GARDEN RIDGE FLOWER MOUND, TEXAS

This drawing has been reviewed and approved by Landlord and Customer as indicated by signatures below. All changes made by customer after date of signature are at Customer's expense.

Landlord

Date

Customer	Date
----------	------

PROJECT NO. XX-XXX

SHEET TITLE:

DRAWN BY: _____ **CHECKED BY:** _____



2310 LBJ Freeway, Suite 20C
Dallas, Texas 75234
Phone: 972-884-9292
Fax: 972488-9848

DATE: 09-02-09 SHEET: 1

SP-1

02 DECORATIVE FENCE DETAIL

03 CHAIN LINK FENCE DETAIL



01 SITE PLAN
1" = 70'-0"

BUILDING CODE DATA

2006 INTERNATIONAL BUILDING CODE (IBC)
2006 INTERNATIONAL FIRE CODE (IFC)
2005 NATIONAL ELECTRIC CODE (NEC)
2006 INTERNATIONAL MECHANICAL CODE (IMC)
2006 INTERNATIONAL PLUMBING CODE (IPC)

BUILDING AREA

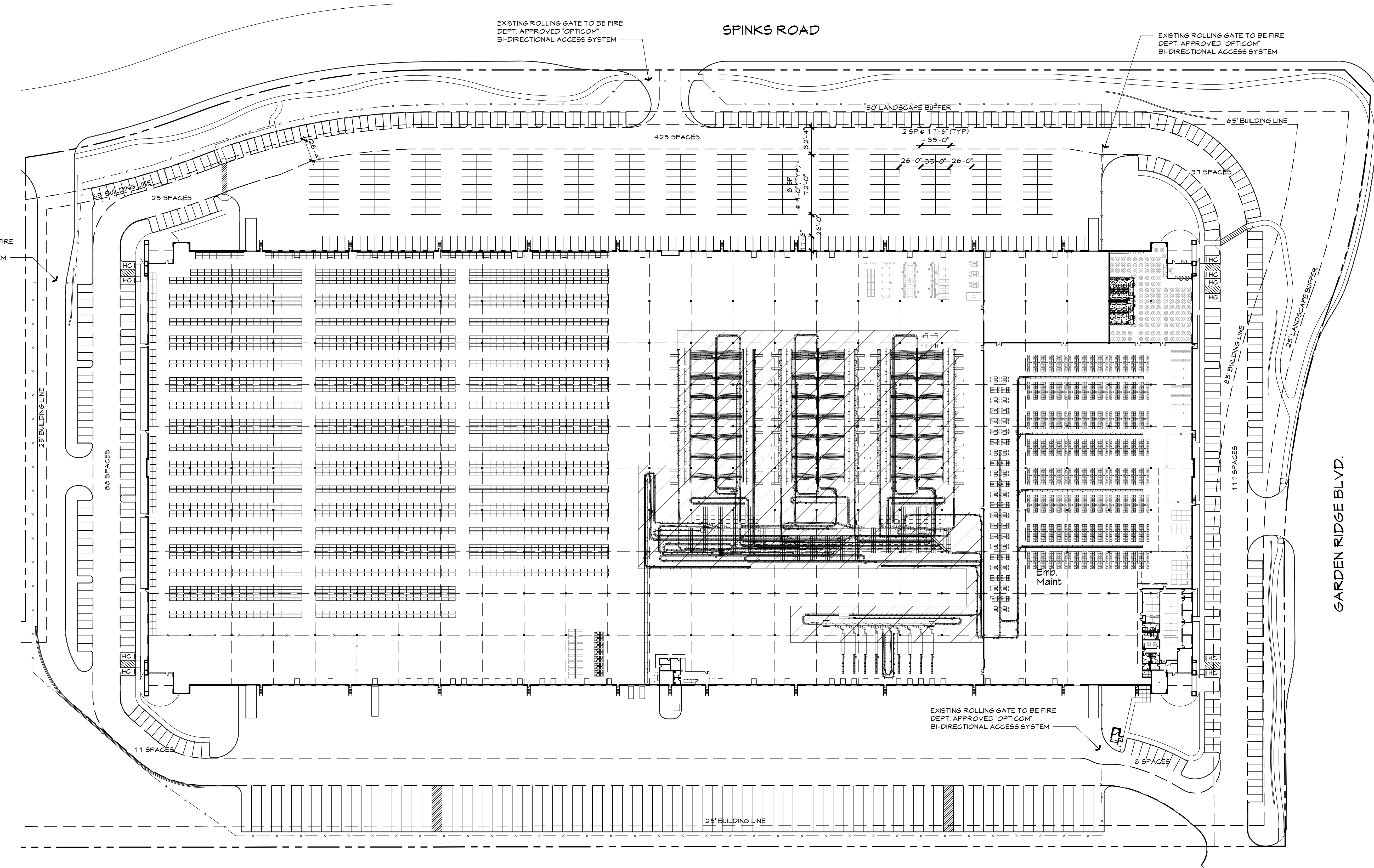
MAIN OFFICE	6,540 S.F.
WAREHOUSE OFFICE	480 S.F.
WAREHOUSE	<u>644,498 S.F.</u>
TOTAL BUILDING AREA	651,518 S.F.
PARKING REQUIRED-OFFICE (1: 300 SF)	23.4 SPACES
PARKING REQUIRED-WAREHOUSE (1:2,000 SF)	322.2 SPACES
TOTAL PARKING REQUIRED-LEASE	346 SPACES
PARKING PROVIDED	388 SPACES

TRAILER STORAGE	
EXISTING STALLS	(83) 12'X55' STALLS
PROPOSED STALLS	(37) 12'X55' STALLS
TOTAL TRAILER STALLS	(120) TOTAL STALLS

The Following Plat/Graphic
Case Number SP 19-06-A01
Was Administratively Approved
On Date 10/01/09

REVISIONS:

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION



PARKING TABULATIONS

OFFICE PARKING	
SE EXISTING OFFICE (6,540 SF / 300)	21.8 SPACES
SOUTH EXISTING SHIPPING OFFICE (545 / 300)	1.8 SPACES
OFFICE PARKING	23.6 SPACES
WAREHOUSE/INDUSTRIAL PARKING	
NE ASSEMBLY; BREAKROOM (10,160 SF / 150)	14.3 SPACES
ASSEMBLY (45,105 SF / 150)	127.6 SPACES
PRINT AREA (16,500 SF / 250)	66.0 SPACES
WAREHOUSE (521,468 SF / 2000)	260.7 SPACES
WAREHOUSE/INDUSTRIAL PARKING	468.6 SPACES
TOTAL PARKING	
20% INCREASE	492.2 SPACES
TOTAL PARKING REQUIRED	98.4 SPACES
TOTAL PARKING PROVIDED	590.6 SPACES
ACCESSIBLE PARKING REQUIRED/PROVIDED	7/10 SPACES
TRAILER STORAGE	
	84 SPACES



01

PROPOSED SITE PLAN

SCALE: 1" = 60'-0"



PROJECT NO. 07-576.10

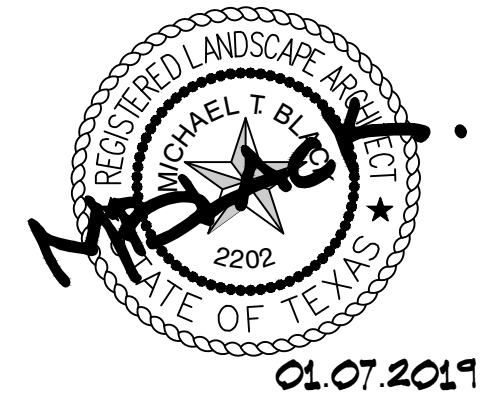
SHEET TITLE: PROPOSED SITE PLAN

DRAWN BY: CHECKED BY:



2021 McKinney Avenue
Suite 1050
Dallas, Texas 75201
Phone: 972.884.9292
Fax: 972.488.9848
www.prologis.com

REVISIONS:



**la terra studio**sm
landscape architecture
park planning
2712 swiss avenue ~ studio A
dallas, texas ~ 75204 214.749.0333
www.laterrastudio.com

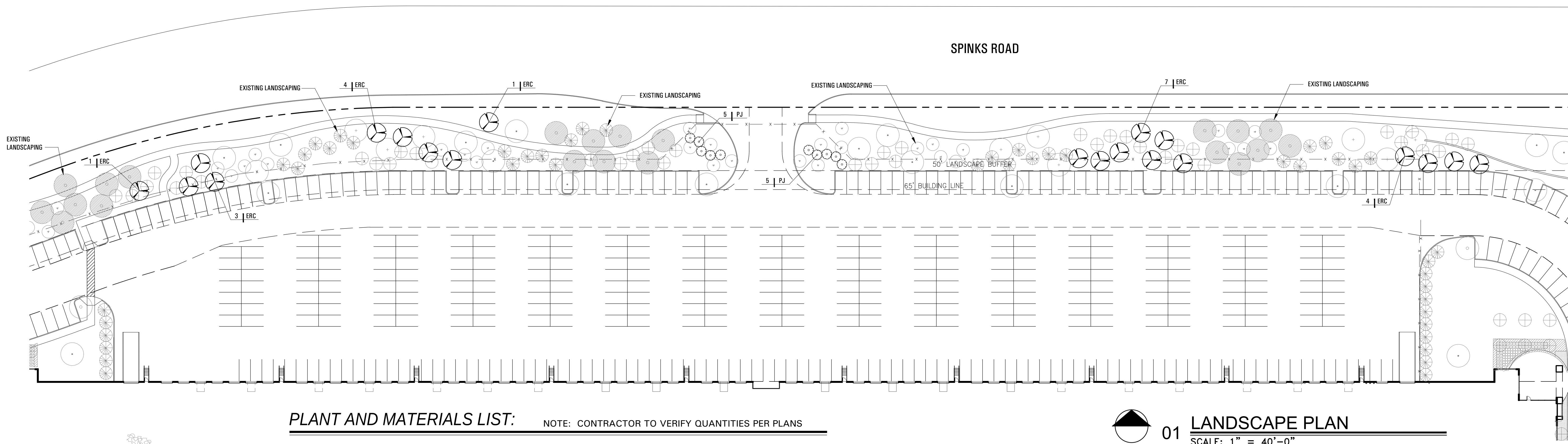
PROJECT ALEXIS @
PROLOGIS PARK CORNERSTONE ONE

501 GARDEN RIDGE BLVD.,
FLOWER MOUND, TEXAS

**MEINHARDT & ASSOCIATES**
ARCHITECTS, P.L.L.C.
1400 MARLBOROUGH PARKWAY
SUITE 400
DALLAS, TEXAS 75204
972-980-9880

PROJECT NO. 07-576.10
SHEET TITLE: LANDSCAPE PLAN
DRAWN BY: RC CHECKED BY: MB

**PROLOGIS**[®]
2021 McKinney Avenue
Suite 1050
Dallas, Texas 75201
Phone: 972.884.9292
Fax: 972.488.9848
www.prologis.com



PLANT AND MATERIALS LIST:

NOTE: CONTRACTOR TO VERIFY QUANTITIES PER PLANS

TREES

QNTY.	SYMBOL	COMMON NAME	BOTANIC NAME	SIZE	DESCRIPTION
20	ERC	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	45 GAL.	CONTAINER GROWN, FULL TO BASE, 10' HT. MIN., 4' SPREAD, MATCHING

SHRUBS

QNTY.	SYMBOL	COMMON NAME	BOTANIC NAME	SIZE	DESCRIPTION
10	PJ	PFITZER JUNIPER	JUNIPER CHINENSIS 'PFITZERIANA'	5" GAL.	CONTAINER FULL, 30" HT. MIN., 30" SPREAD

LANDSCAPE NOTES:

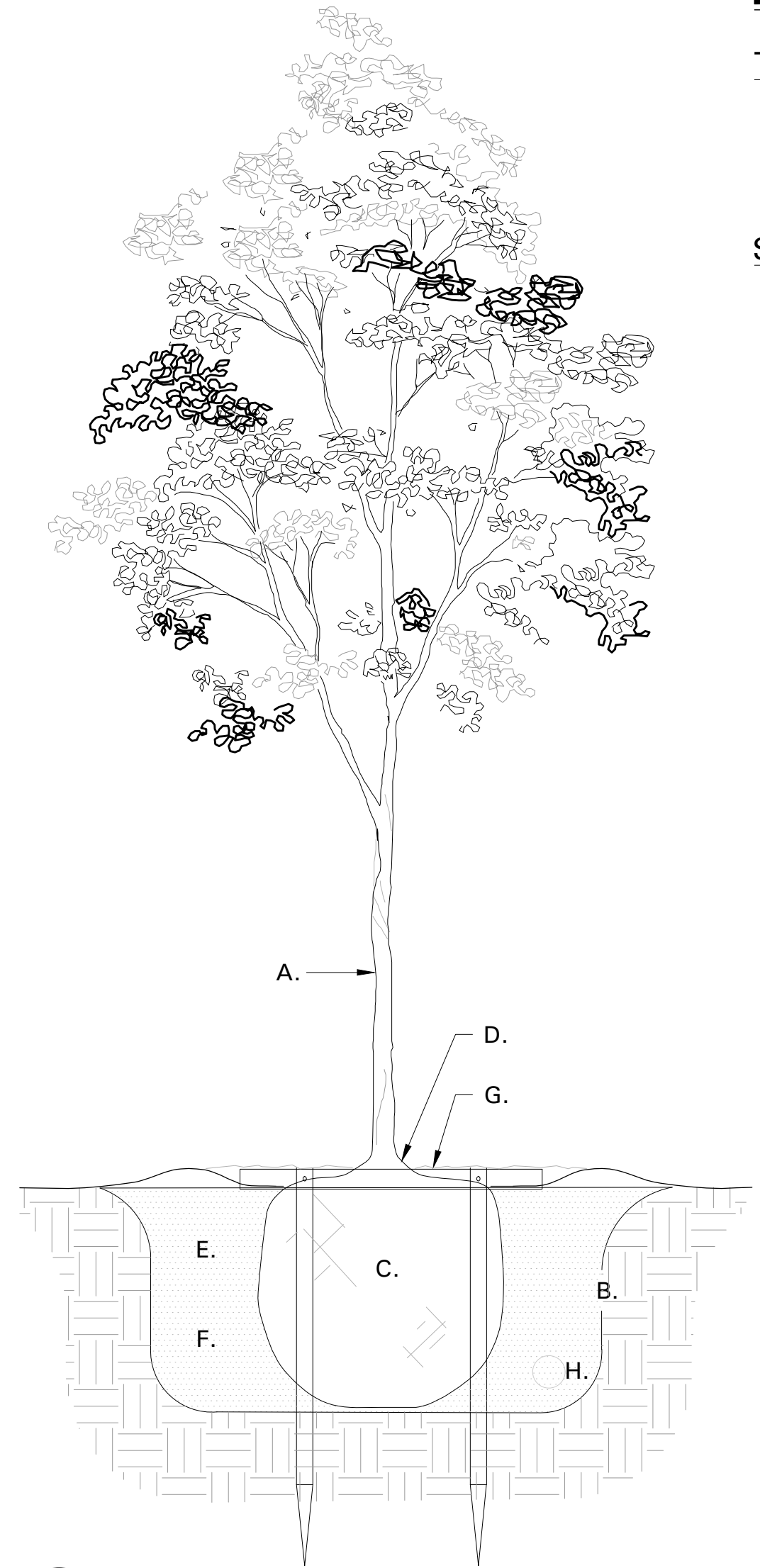
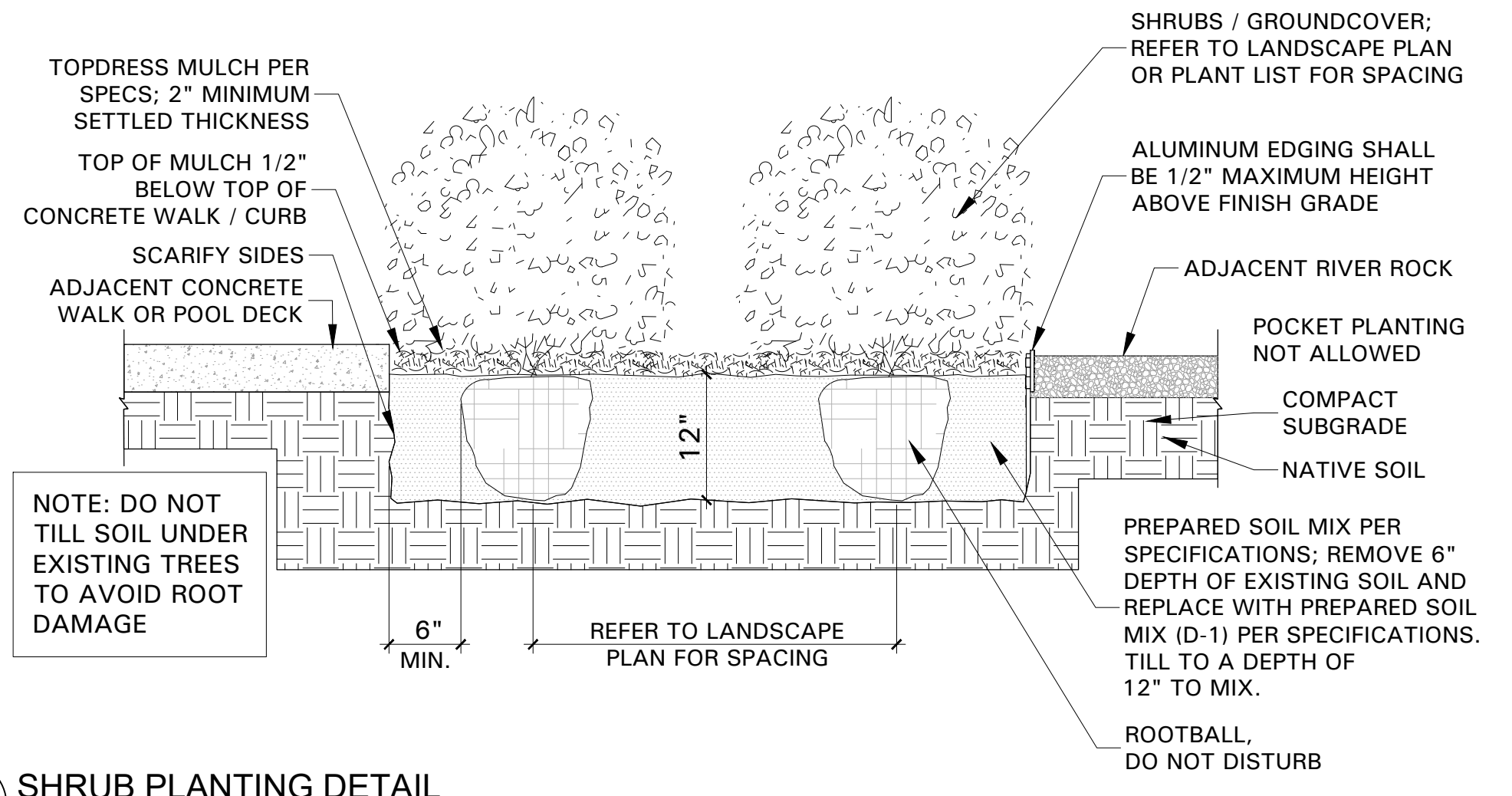
- NEW EASTERN RED CEDARS AND JUNIPER ARE INTENDED TO CREATE PARKING LOT SCREENING IN AREAS THAT CURRENTLY LACK VEGETATION. LANDSCAPE CONTRACTOR TO FIELD LOCATE PROPOSED PLANT MATERIAL BASED ON THIS PLAN. CONTRACTOR TO RECEIVE APPROVAL FROM OWNERS AUTHORIZED REPRESENTATIVE (OAR) PRIOR TO INSTALLATION IN THE EVENT PLANT MATERIAL NEEDS TO BE ADJUSTED TO PROVIDE OPTIMUM PARKING LOT SCREENING.
- PROPOSED PLANT MATERIAL TO RECEIVE IRRIGATION IN THE FORM OF TREE BLUBBERS UTILIZING THE EXISTING IRRIGATION SYSTEM. IRRIGATION TO BE INSTALLED BY A LICENSED IRRIGATOR IN THE STATE OF TEXAS AND MUST CONFIRM TO LOCAL, STATE, AND FEDERAL REQUIREMENTS.

TREE PLANTING DETAIL LEGEND

- TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org
- TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.
- ROOT BALL: REMOVE TOP 1/3 BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.**
- ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED**, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE.
- BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.
- FUNGI: APPLY DIVERSE ARRAY MYCORRHIZAE ENDO/ECTO INOCULANT;** APPLICATION RATE PER MANUFACTURERS SPECIFICATIONS.
- SEE TREE STAKING DETAIL THIS SHEET.
- 4" PERFORATED SCH 20 DRAINLINE SLOPE AT 1/8" PER FT. MINIMUM WRAP IN FILTER SOCK.

TREE PLANTING NOTES

- GIRDLING ROOTS & ROOT FLARE: TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.
- FUNGI INOCULANT: CONTRACTOR TO USE MycoApply Endo/Ecto OR EQUAL PRODUCT. (1.866.476.7800) www.mycoapply.com
- INSTALL VERTICAL STAKES FIRST; THEN PRE-DRILL & INSTALL LATERAL SUPPORTS.
- WHEN CONDITIONS EXIST WHICH PREVENT VERTICAL STAKES FROM EXTENDING 1 1/2 TIMES INTO PARENT MATERIAL (ie. rock), THE CONTRACTOR SHALL INSTALL STAKES AS DEEP AS POSSIBLE.
- LATERAL SUPPORTS SHALL BE ORIENTED AS SHOWN IN PLAN VIEW. (shown left)
- QUESTIONS ABOUT INSTALLATION OR FABRICATION OF BELOW-GROUND STAKING SHALL BE DIRECTED TO LANDSCAPE ARCHITECT.
- ALSO REFERENCE SPECIFICATIONS SECTION 02900.



1 TREE PLANTING DETAIL
N.T.S.

2 SHRUB PLANTING DETAIL
N.T.S.



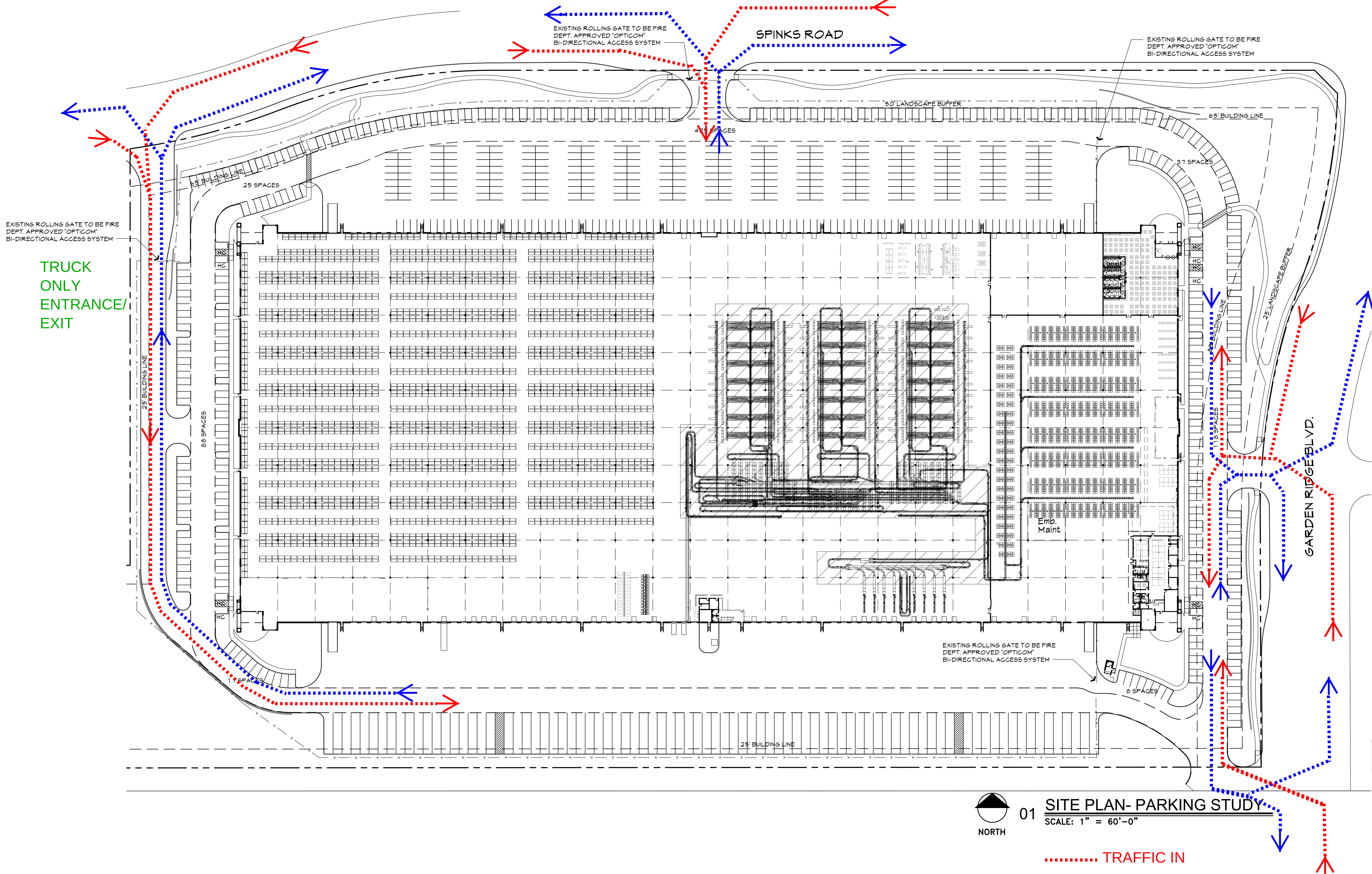
Call 1.800.DIG-TESS
www.digtess.org **Dig Safely**

2 Working Days BEFORE You Dig!



REVISIONS:

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION



**PROJECT ALEXIS @
PROLOGIS PARK CORNERSTONE ONE**
951 GARDEN RIDGE BLVD.,
FLOWER MOUND, TEXAS

**MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.**
1800 DALLAS PARKWAY
SUITE 500
DALLAS, TEXAS 75244
972-360-5900

PROJECT NO. 07-576.10

SHEET TITLE: PARKING STUDY

DRAWN BY:

CHECKED BY:



2021 McKinney Avenue
Suite 1050
Dallas, Texas 75201
Phone: 972.884.9292
Fax: 972.488.9848
www.prologis.com

DATE: 12.03.18 SHEET

3



1201 North Bowser Road
Richardson, Texas 75081-2275

Technical Memorandum

TO: Chuck Russell, AICP – Town of Flower Mound
FROM: Scott Booth, PE, PTOE
DATE: November 30, 2018
RE: Parking Study for ProLogis Park Cornerstone One



S. P. Booth

11/30/2018 TBPE Firm F-312

ProLogis, Inc. has requested that Halff Associates, Inc. (Halff) prepare a parking study for the existing warehouse development located on the southwest corner of Spinks Road and Garden Ridge Boulevard in Flower Mound, Texas. The following technical memorandum is a summary of the parking study generated for the development.

Introduction

The existing development consists of single warehouse building located on the southwest corner of Spinks Road and Garden Ridge Boulevard (See Figure 1 below). This study addresses the change in parking demand associated with the new use at the existing site.



Trafficware Synchro 10 screenshot reprinted with permission from Microsoft Bing Maps

Figure 1 – Aerial Overview of Site Location

Cornerstone One Parking Study
Flower Mound, Texas

The existing building is approximately 651,500 square feet in size and the parking requirements for the building were based on a warehouse type use, resulting in approximately 290 parking spaces for vehicles and 126 spaces for trailer storage.

The new tenant, Thirty-One Gifts, would occupy the full building, but the business has a higher parking demand (see discussion below), with less need for trailer storage. As such, the existing vehicle parking on the site is insufficient. To accommodate the increase in parking demand, it is being proposed that the existing paved area north of the building (adjacent to Spinks Road) be restriped. This restriping would eliminate the trailer storage spaces along the north edge of the site and use the loading bay area to create approximately 425 new vehicle parking spaces. With the proposed changes in parking, a parking study is required by the Town of Flower Mound.

Parking Demand

As mentioned above, the new use in the existing building will consist of warehouse and light industrial/manufacturing type uses. Table 1 summarizes the parking demand based on a variety of sources.

Table 1 – Trip Generation Summary

Source	Demand Calculation	Variable	Req Parking (Spaces)	Total	% Town Req
Town of Flower Mound	1 sp/300 sqft office	7,085 sqft	24	493	100.0
	1 sp/750 sqft manufacturing	106,465 sqft	142		
	1 sp/250 sqft print area	16,500 sqft	66		
	1sp/2000 sqft warehouse	521,470 sqft	261		
ITE Parking Generation	1.3 sp/employee	400/shift	520	520	105.4
ITE Parking Generation	1.3 sp/1000 sqft manufacturing	106,465 sqft	139	556	112.8
	0.8 sp/1000 sqft warehouse	521,470 sqft	417		
Manual Calculation	See Methodology Below		475	475	96.3
Actual Spaces Provided	n/a		711	711	144.2

The Town of Flower Mound requirements for a manufacturing use per Town code is 562 parking spaces for vehicles. The table above compares parking demand based on generation rates in the ITE Parking Generation Manual (4th Edition) to the Town of Flower Mound parking requirements. A manual calculation (see below) was also prepared and is included in the above table.

The manual calculation for parking demand for the proposed use is based on projected number of employees. Based on information from the developer, the business is projected to have approximately 800 employees total, distributed over two shifts. The two shifts consist of a 10-hour shift Monday through Thursday, and a 12-hour shift Friday through Sunday. Therefore, it is anticipated that on any day, there will be 400 employees and it is assumed that one space per employee would be required for a total of 400 spaces. Adding 30 spaces (7.5 percent of

***Cornerstone One Parking Study
Flower Mound, Texas***

employee parking) for visitors and clients, the total parking is raised to 430 spaces. For parking facilities of this type, an additional 10 percent of spaces are recommended to help ease the finding of parking spaces during possible periods of turnover. With the additional 10 percent, the calculated demand would be approximately 475 spaces, which is slightly less than the requirement of the Town of Flower Mound.

Parking Provided

The developer is proposing 711 total spaces for vehicular traffic with 84 spaces for truck stalls, with the bulk of the parking being in the existing paved area north of the building. The changes in parking are being accomplished through restriping of existing paved areas. The proposed vehicle parking is 44 percent greater than that required by code (493 spaces). Although the requested number of parking spaces is greater than “plus 20 percent” of required spaces per code, the purpose of the additional spaces on the north side of the building is to have sufficient spaces for employees near the employee entrance. Otherwise, many employees would be required to park in areas along the side and walk around the building to reach the entrance.

Summary

Based on the review of parking demand from the Town of Flower Mound and other sources, the proposed parking of 711 spaces exceeds the “plus 20 percent” of required spaces per code (493 spaces). The proposed change in parking will support the anticipated number of employees at the facility by providing sufficient parking near the employee entrance. This change in parking will be accomplished by restriping/utilizing the existing pavement.



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: February 4, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0010 – Iron Den) from Industrial District-1 (I-1) and Agricultural District (A) to Planned Development District No. 170 (PD-170) with Campus Industrial District (CI) uses and a Personal training studio. The property is generally located south of Spinks Road and west of Gerault Road. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.*)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

During the public hearing, the applicant requested consideration of additional time after the opening of the Personal training studio in order to provide the proposed street buffer along Spinks Road as well as the requirement for screening roof-top equipment for the northernmost building on the property. P&Z recommended an amendment to the development standards for the timing of this requirement, by allowing a period of one-year from issuance of a certificate of occupancy for the proposed Personal training facility.

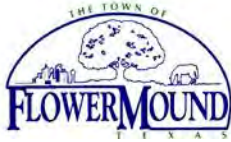
The draft ordinance (Attachment 2) incorporates the proposed amendment.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

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



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: January 28, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0010 – Iron Den) from Industrial District-1 (I-1) and Agricultural District (A) to Planned Development District No. 170 (PD-170) with Campus Industrial District (CI) uses and a Personal training studio. The property is generally located south of Spinks Road and west of Gerault 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

The purpose of this request is to rezone approximately 5.16 acres of land currently zoned an Industrial District-1 (I-1) and an Agricultural District (A) to permit a new use (Personal training studio) that will occupy a portion of the southernmost building. The property is partially developed with two commercial buildings, surface parking, and an internal loading area. All improvements will remain and are occupied at this time. The property is currently master-planned as Campus Industrial within the Lakeside Business District.

For purposes of application, a Personal training studio will be defined as, a *health & fitness service for use only by clients who sign up for programs based upon their individual health and fitness goals. Weight training, one-on-one personal training and small group personal training will be available for clients.*

The vast majority of the property is zoned an Industrial District-1 (I-1), with the exception of the easternmost 40 feet along Spinks Road, which continues southward to Lakeside Parkway (approximate 130' x 100' pad at the street frontage), which is zoned an Agricultural District (A). The conceptual site plan provides for two tracts: Tract 1 provides for the above-referenced improvements, while Tract 2 is undeveloped. With respect to Tract 1, existing improvements provide for the following [see Attachment B(1)]:

- Building 1-11,300 sf
- Building 2-15,000 sf
- Surface parking (36 spaces)
- Screened (by Building 1) unloading/loading area

The property is located along the south line of Spinks Road, which is designated as an Urban Minor Arterial on the Town's Thoroughfare Plan. Three existing points of ingress/egress serve the property, with the middle drive aligning with the median opening on Spinks Road. Surrounding development includes the Bella Strada residential subdivision to the north, a single family home and the recently approved Magnolia Court residential subdivision to the northeast. Warehouse/office developments wrap the adjacency to the east, south, and west.

The improvements on the property have existed prior to the adoption of the Town's Master Plan. During interaction with staff, the applicant agreed to improve the design of the Building 2, by providing updated painted doors and trim as well as the addition of a contrasting water table. Additionally, the roof-top equipment on Building 1 will be screened (see Outstanding Item, below).

The conceptual landscape plan provides for a street buffer that traverses across the frontage of both Tract 1 and Tract 2, along Spinks Road. Lastly, compliance with the Master Plan will be required for any future improvements as noted below:

- Tract 1-Redevelopment or expansion of existing improvements
- Tract 2-Any development on the property

III. UNRESOLVED ITEM

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

This application was submitted to the Town on October 15, 2018. During this time, there has been a significant amount of effort expended by Town Staff and the applicant to ensure the development provides enhancements to the existing improvements that, in context with the Urban Design Plan, *substantial conformance is demonstrated by illustrating that the proposed changes to the elevations and/or site plan have moved the building/site closer to conformance with the standards and increased the building's enduring quality and design as applicable within the Town's Master Plan.*

The applicant's requested development standards [see Attachment B(2)] provide for the above referenced street buffer and screening of roof-top equipment within one-year after issuance of a certificate of occupancy for the Personal training studio.

While staff recognizes the applicant's commitment to not only improve his property and thereby create a more compatible built environment in close proximity to adjacent development, it can be problematic to provide a future requirement where there is no means of 'checks and balances'. As such, proposes these improvements to be provided prior to the issuance of a certificate of occupancy for the use.

IV. CORRESPONDENCE

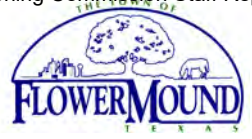
The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, the Town had received 36 pieces of correspondence in 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.

V. ATTACHMENTS**A. Background Information**

1. Vicinity Map
2. Letter of Intent

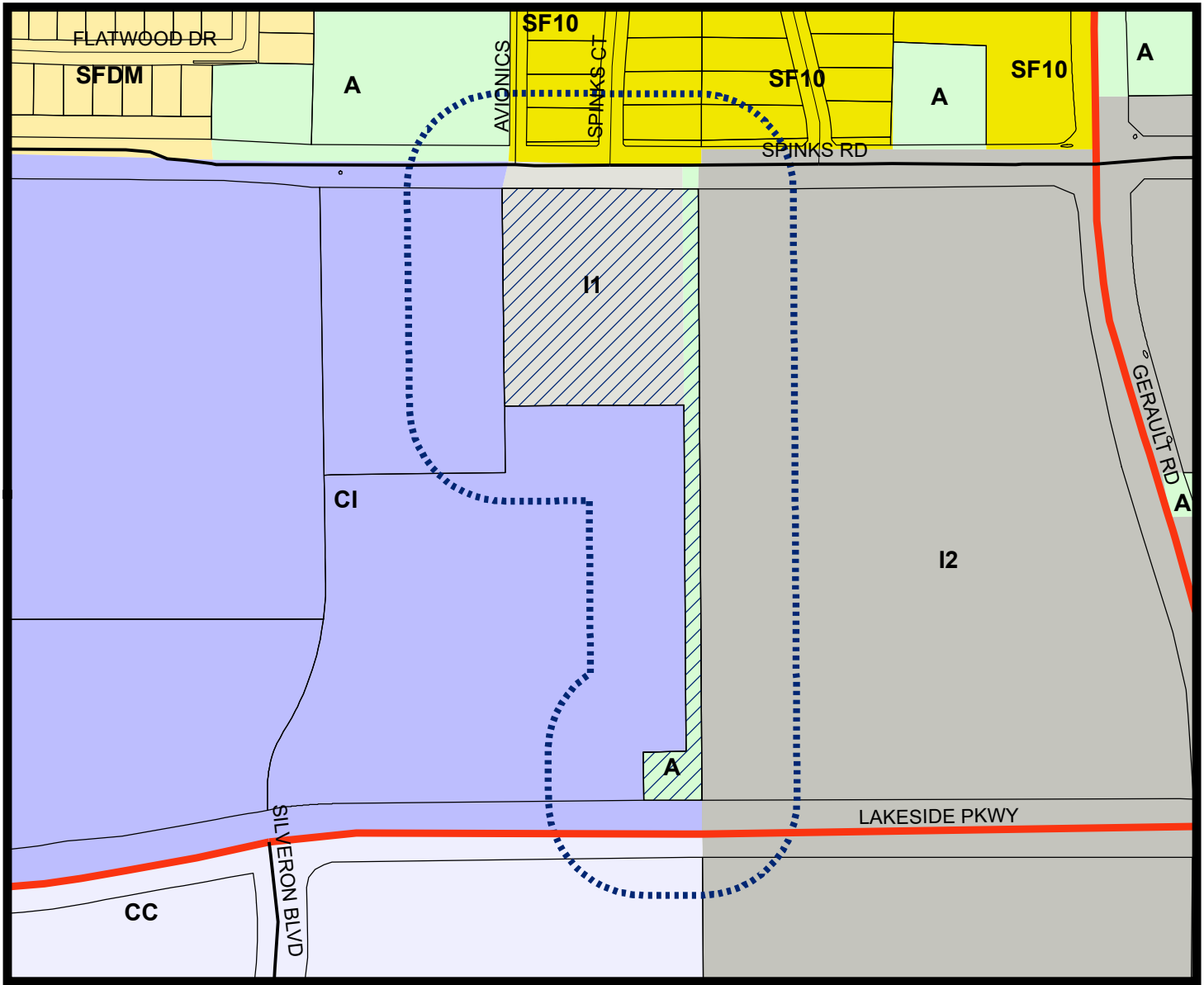
B. Application Details

1. Zoning Planned Development Package
2. Draft Development Standards

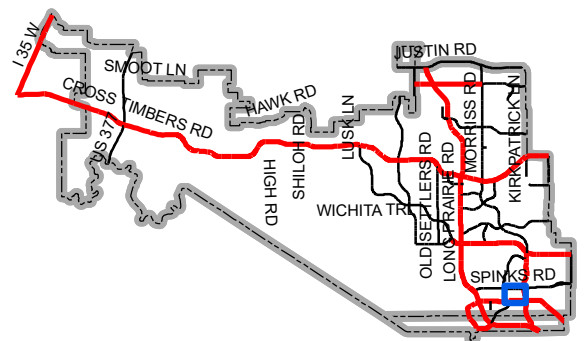
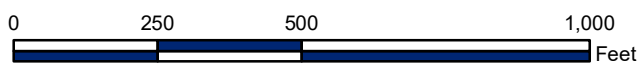
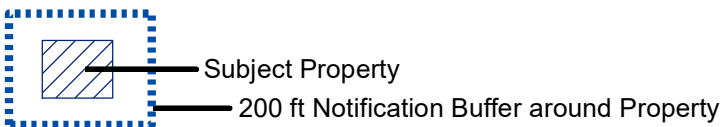
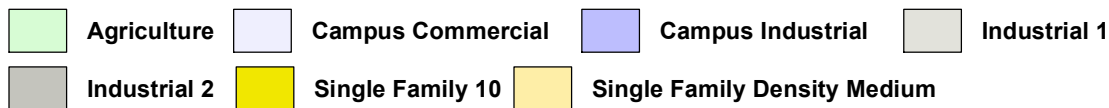


Vicinity Map

Reference Project: ZPD18-0010



LEGEND



Map Location



LETTER OF INTENT > IRON DEN

January 12, 2019

Chuck Russell
Town Planner
Town of Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028

RE: Zoning Change Request – Iron Den FM on Spinks

Mr. Russell:

Please accept this letter, on behalf of the Joseph P. Solinski, as an explanation of the proposed Zoning Change Request for approximately 5.16 acres of land located on Spinks Road, east of Gerault Road. The current land use designation of the property is Campus Industrial, and it is currently zoned as Industrial 1 (I1) and Agricultural (A). This site currently consists of two industrial buildings, the first being constructed in the late 1970's. The second building was constructed in 1996 and is the main subject of this request.

The current owner purchased the property for his building services company in 2013. Mr. Solinski and his wife have been residents of Flower Mound since 1996. The purchase of the property five years ago was based on his desire to relocate his 26-year old business from Lewisville to Flower Mound. Since owning the building Mr. Solinski has made several improvements to the site including painting the buildings and recladding the rear structure after the strong windstorm in 2014. The aerial of the site taken in 2013 shows the state of the property when Mr. Solinski purchased it. It is obvious that he has made several significant improvements to the property.



Mr. Solinski has had many companies actively seeking to lease warehouse space in the rear building. Several industrial type companies have shown serious interest in using the space as a staging area. However, the owner believes that such uses would negatively impact their residential neighbors with increased traffic from delivery and shipping trucks, so they have not pursued such uses. The owner and his wife have had a lifetime passion for fitness, so they want to lease the space to an appointment only weight training and conditioning business called The Iron Den, a 100% women owned company. No expansion of the existing buildings or new construction is proposed at this time. The owner has agreed to staff's request to landscape the site frontage along Spinks and to screen the rooftop equipment on building 1. Their request is to make these improvements within one year of receiving a Certificate of Occupancy for the health club use.



LETTER OF INTENT > IRON DEN

The staff has requested, and the owner has agreed, to rezone the property from I-1 to CI (Campus Industrial). This will align the zoning with the Master Plan. The other purpose of this application is to request a zoning change to narrow strip of land on the east of the original site from A to CI. This will make the zoning consistent for the entire property. No changes are being proposed on this piece of land. The owner agrees with the staff that any new development of the site will be required to comply with current Town standards.

We are very excited to have the opportunity to bring this project forward that is in conformance with the Town's Master Plan. This location is the ideal spot for this use and the project will be beneficial to the Town and its residents. The proposed use will be less of an impact than the uses allowed in the I-1 or CI district by right.

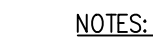
Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

MCADAMS

Doug Powell, AICP

Principal Planner, Planning + Entitlement



1. ALL DIMENSIONS ARE ESTIMATIONS.
2. ALL RETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
3. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MATERIAL THE MATERIALS ON THE BUILDING.
4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
5. DUMPER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
6. DUMPER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
7. SIGNS REQUIRE A SEPARATE BUILDING PERMIT, AND SIGNS DEPICTED ON THE SUBMITTAL PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
8. RETAINING WALLS 4' AND ABOVE (INCLUDING FOOTING) NEED A SEPARATE PERMIT THROUGH BUILDING INSPECTIONS.

SITE DATA TABLE		
	TRACT 1	TRACT 2
Physical Address	1401 SPINKS RD	1401 SPINKS RD
Gross Site Area	5:17 A; 225,273.61 SF	5:17 A; 225,273.61 SF
Net Site Area	3:41 A; 148,737.50 SF	1:76 A; 76,536.11 SF
ZONING		
Current Zoning	INDUSTRIAL 1/AG	INDUSTRIAL 1
Current Use	INDUSTRIAL	INDUSTRIAL
Proposed Use	INDUSTRIAL/ HEALTH CLUB	INDUSTRIAL
LOT COVERAGE DATA (NET AREA)		
Building Coverage	18% (26,300 SF)	0% (0 SF)
Impervious Area	39% (58,670 SF)	3% (2,567 SF)
Pervious Area	61% (90,068 SF)	97% (73,969 SF)
BUILDING		
Peak Parapet Height		N/A
Peak Roof Height		N/A
Total Building Area	26,300 SF	0 SF
Phase	PHASE 1	PHASE 2
Parking Required	48 SPACES	0 SPACES
Parking Provided	45 SPACES	0 SPACES
Handicap Parking	3 SPACES	0 SPACES

MASTER PLAN FEATURES	
Land Use Plan	Lakeside Business District, Campus Industrial
Urban Design Plan	None
Parks and Trail	Bluebonnet multi-use trail on north side of Spinks
Thoroughfare Plan	Spinks—Urban Minor Arterial
Water Plan	Existing 12" line on Spinks
Wastewater Plan	Existing Wastewater Gravity Collector on Spinks

PARKING SUMMARY			
	SF	USE	PARKING
Building 1	11,300	INDUSTRIAL	15 SPACES
Building 2	10,000	INDUSTRIAL	13 SPACES
	5,000	HEALTH CLUB	20 SPACES
		SPACES REQUIRED	48 SPACES
		SPACES PROVIDED	48 SPACES

LEGAL DESCRIPTION
5.17 ACRES

Property (including any improvements):
 BEING A 5.17 acre tract of land situated in the Joseph Knight Survey, Abstract No. 692, Denton County, Texas, and being a portion of that certain tract of land conveyed in deed to Tracy Egleman, as recorded in Volume 646, Page 650, of the Public Records of Denton County, Texas, and being a portion of that certain tract of land conveyed to Greater Wood Concepts, Inc., as recorded in Volume 2487, Page 30, of the deed records, and being a portion of that certain tract of land conveyed in deed to Tracy Egleman, as recorded under instrument No. 2012-5937, said Deed Records, and being a portion of that certain tract of land conveyed in deed to Tracy Egleman, as recorded under instrument No. 2007-36560, said Deed Records, and SAVE and EXCEPT that certain tract of land conveyed to Town of Flower Mound, as recorded under instrument No. 2007-36561, said Deed Records, and SAVE and EXCEPT that certain tract of land conveyed to Town of Flower Mound, as recorded under instrument No. 2009-32861, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod w/ "Pachoco" cap found for the northwest corner of said Edgemon tract (Vol. 646, Pg. 650), said corner being the northeast corner of Lot 2R1, Block A, Lakeside Commerce Center II, an Addition to the Town of Flower Mound, according to the plat thereof recorded in Cabinet Y, Page 598, Plat Records, Denton County, Texas, some being in the new south right-of-way line of Spinks Road (a variable width right-of-way):

PENANCE South 89 deg. 43 min. 23 sec. East, along the common line of said Edgemont tract (Vol. 646, P. 650), passing the northeast corner of said Education Tract (Vol. 646, P. 650), said corner being the northwest corner of aforesaid Creative Wood Concepts tract, and continuing along the common line of said Creative Wood Concepts tract, to the northeast corner of said Education Tract (Vol. 646, P. 650), said corner being the northwest corner of said Education Tract, and continuing along the aforesaid Tracy Edgemont tract (Inst. No. 2012-5937), and continuing along the common line of said Tracy Edgemont tract (lost No. 102-192-5937), and the new south right-of-way line of said Spinks Road, a total distance of 400.03 feet to a 1/2 inch iron rod found for the northeast corner of said Tracy Edgemont tract (Inst. No. 2012-5937), said corner being the northwest corner of Lot 1, Block A, Incurs addition, Addition to the 10th Flower Mound, Denton County, Texas, according to the plat therefor recorded Cabinet W, Page 261, said Plat Records.

THENCE South 00 deg 26 min. 21 sec. East, along the common line of said Tracy Edgemon tract (Ins(No. 2012-5937), and said Lot 1, a distance of 1285.11 feet to a 1/2 inch iron rod found for the southeast corner of said Tracy Edgemon tract (Inst. NG. 2012-5937), said corner being the southwest corner of said Lot 1, same being in the north right-of-way line of Lakeside Parkway (a 120' right-of-way);

THENCE South 89 deg. 22 dey 06 sec. West, along the common line of said Tracy Edgemom tract (Inst. No. 2012-5937), and the north right-of-way line of said Lakeside Parkway, a distance of 129.24 feet to a 1/2 inch iron rod set for the southwest corner of said Tracy Edgemom tract (Inst. No. 2012-5937), said corner being the southeast corner of Lot 1, Block A, Lakeside Commerce Center, an Addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 7, said Plat Records;

THENCE along the common line said Tracy Edgemon tract (heat. No. 2012-5937) and said Lot 1 (Cab. V. Pg. 7) as follows:

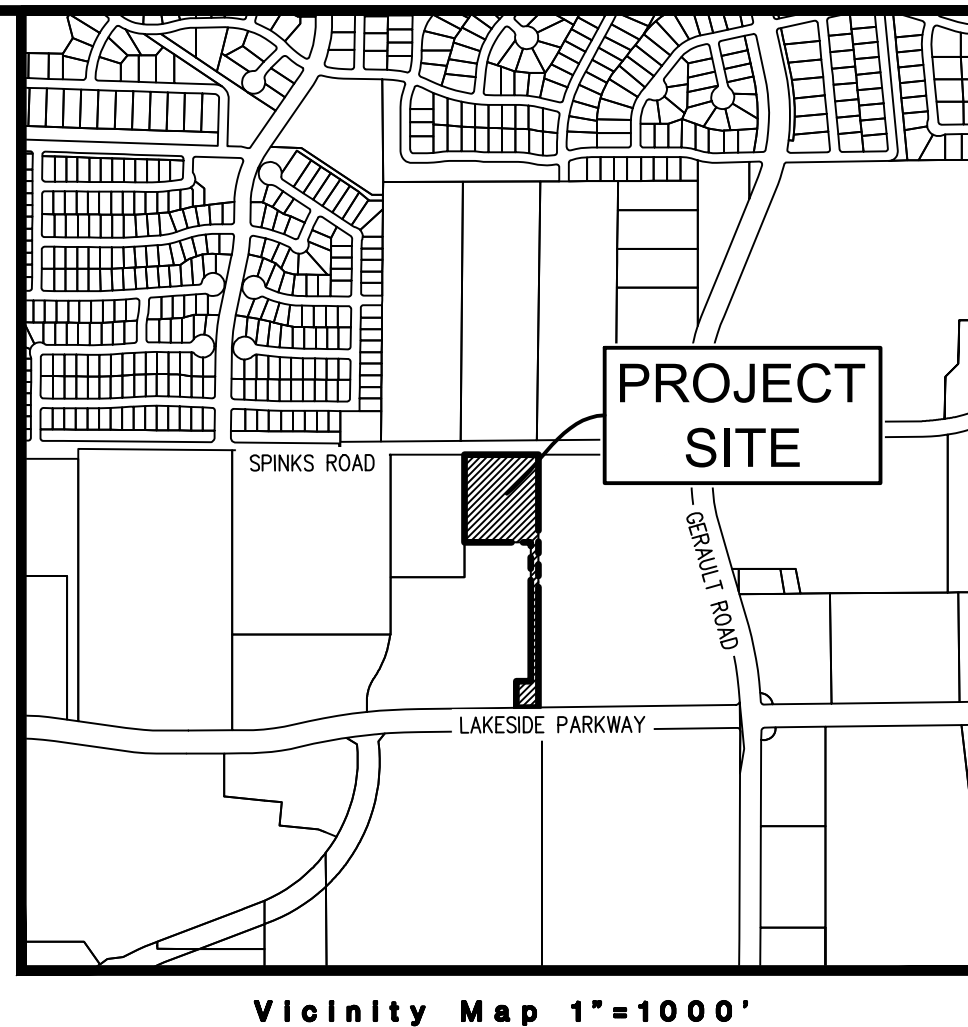
North 00 deg. 37 min. 07 sec. West, a distance of 100.56 feet to a 1/2 inch iron rod set for corner, from which a 1/2 inch iron rod found w/"Pate" cap bears South 68 deg. 24 min. 05 sec. West, 0.79 feet;

North 89 deg. 22 min. 53 sec. East, a distance of 90.00 feet to a 1/2 inch iron rod found for an internal corner of said Iraq Ectgerson tract (Inst. No. 2012-5937);

North 00 deg. 25 min. 16 sec. West a distance of 729.74 feet to a point from which a 1/2 inch iron rod found bears South 20 deg. 48 min. 28 sec. West, 0.32 foot, said corner being the southeast corner of aforesaid Tracy Edgemon tract (Vol. 646, Pg. 650);

THENCE South 89 deg. 33 min_ 41 sec. West, along the common line of said Tracy Edgemon tract (Vol. 546, Pg. 650), and said Lot 1, a distance of 360.05 feet to a 1/2 inch iron rod set for the southeast corner of said Tracy Edgemon tract (Vol. 646, Pg. 650), said corner being a north corner of said Lot 1 (Cab. V, Pg. 7), same being in the east line of aforesaid Lot 2R1;

THENCE North 00 deg. 26 min- 21 sec. West, along the common line of said Tracy Edgemon tract (Vol. 646, rg. 650) and said Lot 2R/, a distance of 459.96 feet to the POINT OF BEGINNING and containing 225.268 square feet or 5.17 acres of computed land.



**The John R. McAdams
Company, Inc.**
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

*BPE: 19762 TBPLS: 10194440
www.gacson.com
www.mcadamsco.com



IRON DEN
1401 Spinks Rd
5.17 ACRES
in the
J. J. KNIGHT SURVEY ABSTRACT NO. 692
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 19762
ROBERT JOHN DOLLAH, J
P.E. #86898
DATE 1/11/2019

Drawn By: AR
Date: 10/09/2018
Scale: 1"=30'
Revisions:

18324

CF



LEGEND

(LO) LIVE OAK
Quercus virginiana

(LE) LACEBARK ELM
Ulmus parvifolia

(CM) CRAFTMYRTLE
Lagerstroemia indica

NORTH

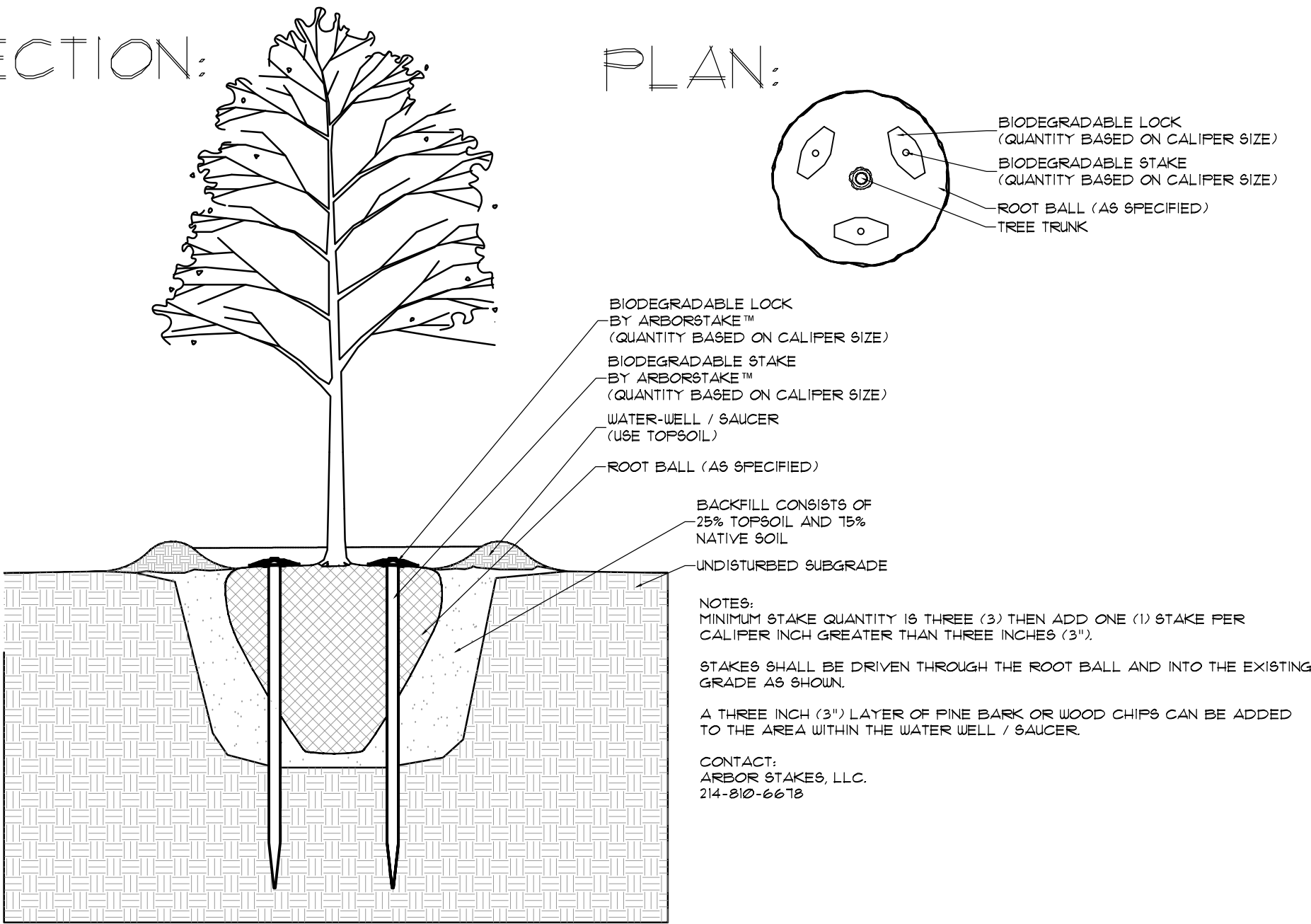
SCALE: 1"=30'

LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Iron Den -1401 Spinks Rd

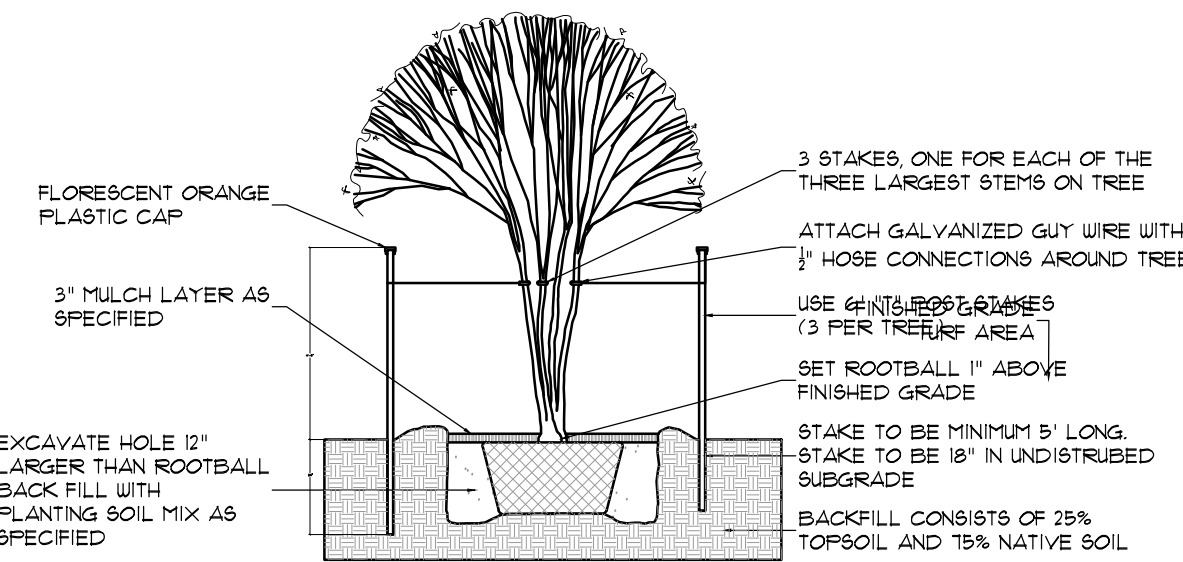
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	Spinks Rd - 385 L.F.	13 trees (3" cal.)	11 (3" cal.) shade trees and 6 ornamental trees

SECTION:

PLAN:



1. ARBORSTAKE TREE STAKING
1/4"=1'



2. MULTI TRUNK TREE STAKING
1/4"=1'

PLANT LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
5	LIVE OAK	<i>Quercus virginiana</i>	3"	10'-12'	Per Plan	Single Trunk
6	LACEBARK ELM	<i>Ulmus parvifolia</i>	3"	10'-12'	Per Plan	Single Trunk
6	CRAPEMYRTLE	<i>Lagerstroemia indica</i>	20gal.	3'-4'	Per Plan	Full

The John R. McAdams Company, Inc.
(DBA: G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Rowlett, Texas 75082
TBP#: 89762 TBA S: 1019440
www.gandamc.com



McADAMS



IRON DEN
1401 Spinks Rd
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
FOR CONSTRUCTION
AND IS NOT INTENDED
FOR PERMITTING, BIDDING, OR PERMIT
RON STEWART LANDSCAPE
DATED 1/16/2019



Drawn By: VC
Date: 10/5/2018
Scale: 1" = 30'
Revisions:
10/31/2018
01/16/2019

18324

CL1.0

Building 1	Walls		Trim	
	Material	Color	Material	Color
North Elevation	Stucco over concrete	Tan	Metal	Dk brown
East Elevation	Stucco over concrete	Tan	Metal	Dk brown
	Metal	Dk grey	Metal	Dk brown
South Elevation				
West Elevation	Stucco over concrete	Tan	Metal	Dk brown
	Metal	Dk grey	Metal	Dk brown

Building 2	Walls		Trim	
	Material	Color	Material	Color
North Elevation	Metal	Dk grey	Metal	Dk brown
East Elevation	Metal	Dk grey	Metal	Dk brown
South Elevation	Metal	Dk grey	Metal	Dk brown
West Elevation	Metal	Dk grey	Metal	Dk brown



North Elevation – Building 1



East Elevation – Building 1



IRON DEN
1401 Sprink Rd
6.17 ACRES
In the
J. KNIGHT SURVEY ABSTRACT NO. 882
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

EXISTING
ELEVATIONS

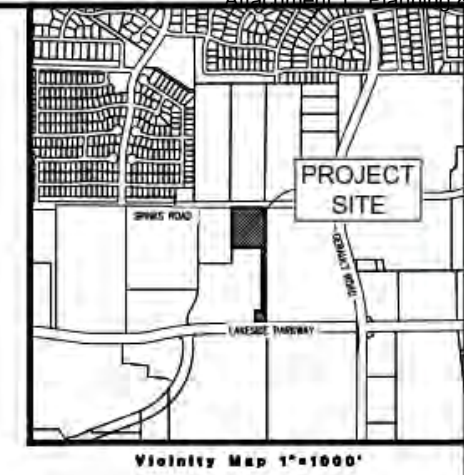
PRELIMINARY PLANS
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CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A | MOADAMS
TBP#: 1798
DOUGLAS W. WEAVER,
P.E. #117366
DATE 1/11/2019

Drawn By: AW
Date: 02/21/2019
Scale: 1"=40'
Revisions:

18324

EX

A photograph of a long, dark metal building with a stone retaining wall in the foreground. The building has a dark, possibly black or dark brown, corrugated metal exterior. It is situated on a slight rise. In the foreground, there is a low, rustic stone retaining wall made of irregular, light-colored stones. To the right of the building, there is a small, dark, leafy tree. The sky is overcast and grey. The overall scene appears to be an industrial or storage area.



IRON DEN
1401 Sparks Rd
5.17 ACRES
In the
J. KNIGHT SURVEY ABSTRACT NO. 692
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

**EXISTING
ELEVATIONS**

PRELIMINARY PLANS
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OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 1798
DOUGLAS W. WEAVER,
P.E. #17366
DATE 1/11/2019

Drawn By: AK
Dates: 05/19/2018
Scale: 1"=40'
Revisions:

18324

EX

Exhibit “B”**Development Standards****Planned Development District - 170 (PD-170)
Iron Den**

The development on the property comprising approximately 5.17 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. DEFINITIONS.

1. *Personal Training Studio* means a health & fitness service for use only by clients who sign up for programs based upon their individual health and fitness goals. Weight training, one-on-one personal training and small group personal training will be available for clients. Services will be limited to indoor floor area as well as two outdoor areas, limited in location as shown on Exhibit C.

B. PERMITTED USES.

1. Except as provided in this section, the uses listed as Permitted Uses in Campus Industrial District (CI) in the Town’s Zoning Ordinance may be permitted in the areas designated Tract 1 and Tract 2 on Exhibit “C”.
2. Personal training studio (Limited to Tract 1).

C. SPECIFIC USES.

1. The uses listed as Specific Uses in Campus Industrial District (CI) in the Town’s Zoning Ordinance may be permitted in the areas designated as Tract 1 and Tract 2 on Exhibit “C”.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Industrial District (CI) in the Town’s Zoning Ordinance may be permitted in areas designated as Tract 1 and Tract 2 on Exhibit “C” only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.**E. DIMENSIONAL REGULATIONS.** Except as provided in this section, the dimensional regulations listed for Campus Industrial District (CI) in the Town’s Zoning Ordinance shall be required for this Planned Development.

1. Personal Training Studio.
 - a. Floor Area. Maximum floor area shall be 5,000 square feet and located within Building 2 as designated on Exhibit “C”.
 - b. Maximum land area for outside activities/training is 18,425 square feet and located as shown on Exhibit C.

F. MISCELLANEOUS STANDARDS.

1. Personal Training Studio.

- a. Required off-street parking shall be one space for each 250 square feet of floor area.
- b. Days and hours of operation for outside activities/training shall be limited to the following:
 - i. Monday through Friday- 6:00 a.m. to 8:00 p.m.
 - ii. Saturday- 6:00 a.m. to 5:00 p.m.
- c. Within one year after the issuance of a certificate of occupancy, administrative approval of a site plan and landscape plan shall be required for the following:
 - i. Tract 1 site plan, inclusive of screening of roof-top equipment for Building 1.
 - ii. Landscape plan for the Tract 1 and Tract 2 street buffer.

2. Buildings 1 and 2.

- a. Design Standards.
 - i. Exterior façade design shall be in compliance with the images provided on Exhibit D.
 - ii. Any expansion or redevelopment of a building shall require design standards that comply with the Master Plan and the Town's Code of Ordinances.

G. RECIPROCAL EASEMENT.

1. Development of Tract 2 and/or replatting some or all of Tract 1 and/or Tract 2 shall be subject to an overall reciprocal easement granting cross-access across the Planned Development.
2. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the property.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 5.17 ACRES OF LAND SITUATED IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NUMBER 692, FROM INDUSTRIAL-1 DISTRICT (I-1) AND AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 170 (PD-170) WITH CAMPUS INDUSTRIAL DISTRICT (CI) USES AND A PERSONAL TRAINING STUDIO, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 5.17 acres of land situated in the Joseph Knight Survey, Abstract Number 692, have filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) and Industrial-1 District (I-1) to Planned Development District No. 170 (PD-170) with Campus Industrial District (CI) uses and a Personal training studio; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 28, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 4, 2019, with respect to the proposed planned development district as described herein; and,

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

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

ORDINANCE NO. _____**Page 2****SECTION 1**

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a planned development district as shown below:

5.17 acres of land situated in the Joseph Knight Survey, Abstract Number 692, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 170 (PD-170) with Campus Industrial District (CI) uses and a Personal training studio.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 170 (PD-170), attached hereto as Exhibits "B," "C," "D," and "E," and each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, conceptual elevations for this Planned Development District No. 170 (PD-170).

SECTION 3

The official map of the Town of Flower Mound is amended and the Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 170 (PD-170), as set forth above.

SECTION 4

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

SECTION 5

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

SECTION 6

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, 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

ORDINANCE NO. _____**Page 3**

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 4TH DAY OF FEBRUARY, 2019.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

LEGAL DESCRIPTION

5.17 ACRES

Property (including any improvements):

BEING a 5.17 acre tract of land situated in the Joseph Knight Survey. Abstract No. 692, Denton County, Texas, and being a portion of that certain tract of land conveyed in deed to Tracy Edgemon, as recorded in Volume 646, Page 650, Deed Records, Denton County, Texas, and being a portion of that certain tract of land conveyed in deed to Creative Wood Concepts. Inc., as recorded in Volume 2487, Page 30, said Deed Records, and being a portion of that certain tract of land conveyed in deed to Tracy Edgemon, as recorded under Instrument No. 2012-5937, said Deed Records, SAVE and EXCEPT that certain tract of land conveyed to Town of Flower Mound, as recorded under instrument No. 2007-36560, said Deed Records, and SAVE and EXCEPT that certain tract of Land conveyed to Town of Flower Mound, as recorded under Instrument No. 2007-36561, said Deed Records, and SAVE and EXCEPT that certain tract of land conveyed to Town of Flower Mound, as recorded under Instrument No. 2009-32861, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod w/"Pachcco" cap found for the northwest corner of said Edgemon tract (Vol. 646, Pg. 650), said corner being the northeast corner of Lot 2R1, Block A, Lakeside Commerce Center II, an Addition to the Town of Flower Mound, according to the plat thereof recorded in Cabinet Y, Page 598, Plat Records, Denton County, Texas, some being in the new south right-of-way line of Spinks Road (a variable width right-of-way);

THENCE South 89 deg. 43 min. 23 sec. East, along the common line of said Edgemon tract (Vol. 646, Pg. 650), passing the northeast corner of said Education tract (Vol. 646, Pg. 650), said corner being the northwest corner of aforesaid Creative Wood Concepts tract, and continuing along the common line of said Creative Wood Concepts tract, and the new south right-of-way line of said Spinks Road, passing the northeast corner of said Creative Wood Concepts tract, said corner being the northwest corner of aforesaid Tracy Edgemon tract (Inst. No. 2012-5937), and continuing along the common line of said Tracy Edgemon tract (lost No. 2012-5937). and the new south right-of-way line of said Spinks Road, a total distance of 400.03 feet to a 1/2 inch iron rod found for the northeast corner of said Tracy Edgemon tract (Inst. No. 2012-5937), said corner being the northwest corner of Lot 1, Block A, Icarus Addition, an Addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded Cabinet W, Page 261, said Plat Records;

THENCE South 00 deg 26 min. 21 sec. East, along the common line of said Tracy Edgemon tract (Inst. No. 2012-5937), and said Lot 1, a distance of 1285.11 feet to a 1/2 inch iron rod found for the southeast corner of said Tracy Edgemon tract (Inst. No. 2012-5937), said corner being the southwest corner of said Lot 1, same being in the north right-of-way line of Lakeside Parkway (a 120' right-of-way);

THENCE South 89 deg. 22 deg 06 sec. West, along the common line of said Tracy Edgemon tract (Inst. No. 2012-5937), and the north right-of-way line of said Lakeside Parkway, a distance of 129.24 feet to a 1/2 inch iron rod set for the southwest corner of said Tracy Edgemon tract (Inst. No. 2012-5937), said corner being the southeast corner of Lot 1, Block A, Lakeside Commerce Center, an Addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet V. Page 7, said Plat Records;

THENCE along the common line said Tracy Edgemon tract (Inst. No. 2012-5937) and said Lot 1 (Cab. V. Pg. 7) as follows:

ORD. NO.

EXHIBIT A

Page 5

North 00 deg. 37 min. 07 sec. West, a distance of 100.56 feet to a 1/2 inch iron rod set for corner, from which a 1/2 inch iron rod found w/"Pate" cap bears South 68 deg. 24 min. 05 sec. West, 0.79 feet;

North 89 deg. 22 min. 53 sec. East, a distance of 90.00 feet to a 1/2 inch iron rod found for an internal corner of said Iraq Ectgernon tract (Inst. No. 2012-5937);

North 00 deg. 25 min. 16 sec. West a distance of 729.74 feet to a point from which a 1/2 inch iron rod found bears South 20 deg. 48 min. 28 sec. West, 0.32 foot, said corner being the southeast corner of aforesaid Tracy Edgemon tract (Vol. 646, Pg. 650);

THENCE South 89 deg. 33 min_ 41 sec. West, along the common line of said Tracy Edgemon tract (Vol. 546, Pg. 650), and said Lot 1, a distance of 360.05 feet to a 1/2 inch iron rod set for the southeast corner of said Tracy Edgemon tract (Vol. 646, Pg. 650), said corner being a north corner of said Lot 1 (Cab. V, Pg. 7), same being in the east line of aforesaid Lot 2RI;

THENCE North 00 deg. 26 min- 21 sec. West, along the common line of said Tracy Edgemon tract (Vol. 646, Pg. 650) and said Lot 2R/, a distance of 459.96 feet to the POINT OF BEGINNING and containing 225.268 square feet or 5.17 acres of computed land.

Exhibit “B”**Development Standards****Planned Development District - 170 (PD-170)
Iron Den**

The development on the property comprising approximately 5.17 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. DEFINITIONS.

1. *Personal Training Studio* means a health & fitness service for use only by clients who sign up for programs based upon their individual health and fitness goals. Weight training, one-on-one personal training and small group personal training will be available for clients. Services will be limited to indoor floor area as well as two outdoor areas, limited in location as shown on Exhibit C.

B. PERMITTED USES.

1. Except as provided in this section, the uses listed as Permitted Uses in Campus Industrial District (CI) in the Town’s Zoning Ordinance may be permitted in the areas designated Tract 1 and Tract 2 on Exhibit “C”.
2. Personal training studio (Limited to Tract 1).

C. SPECIFIC USES.

1. The uses listed as Specific Uses in Campus Industrial District (CI) in the Town’s Zoning Ordinance may be permitted in the areas designated as Tract 1 and Tract 2 on Exhibit “C”.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Industrial District (CI) in the Town’s Zoning Ordinance may be permitted in areas designated as Tract 1 and Tract 2 on Exhibit “C” only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.**E. DIMENSIONAL REGULATIONS.** Except as provided in this section, the dimensional regulations listed for Campus Industrial District (CI) in the Town’s Zoning Ordinance shall be required for this Planned Development.

1. Personal Training Studio.
 - a. Floor Area. Maximum floor area shall be 5,000 square feet and located within Building 2 as designated on Exhibit “C”.
 - b. Maximum land area for outside activities/training is 18,425 square feet and located as shown on Exhibit C.

F. MISCELLANEOUS STANDARDS.

1. Personal Training Studio.

- a. Required off-street parking shall be one space for each 250 square feet of floor area.
- b. Days and hours of operation for outside activities/training shall be limited to the following:
 - i. Monday through Friday- 6:00 a.m. to 8:00 p.m.
 - ii. Saturday- 6:00 a.m. to 5:00 p.m.
- c. Following administrative approval of a site plan, within one year after the issuance of a certificate of occupancy, an application for building permit(s) shall be submitted to the Town for the following:
 - i. Tract 1. Screening of roof-top equipment for Building 1.
 - ii. Tract 1 and Tract 2. Required street buffer and planting detail(s) pursuant to an approved landscape plan.

2. Buildings 1 and 2.

- a. Design Standards.
 - i. Exterior façade design shall be in compliance with the images provided on Exhibit D.
 - ii. Any expansion or redevelopment of a building shall require design standards that comply with the Master Plan and the Town's Code of Ordinances.

G. RECIPROCAL EASEMENT.

1. Development of Tract 2 and/or replatting some or all of Tract 1 and/or Tract 2 shall be subject to an overall reciprocal easement granting cross-access across the Planned Development.
2. A copy of said agreement shall be provided to the Town of Flower Mound with the Record Plat for the property.





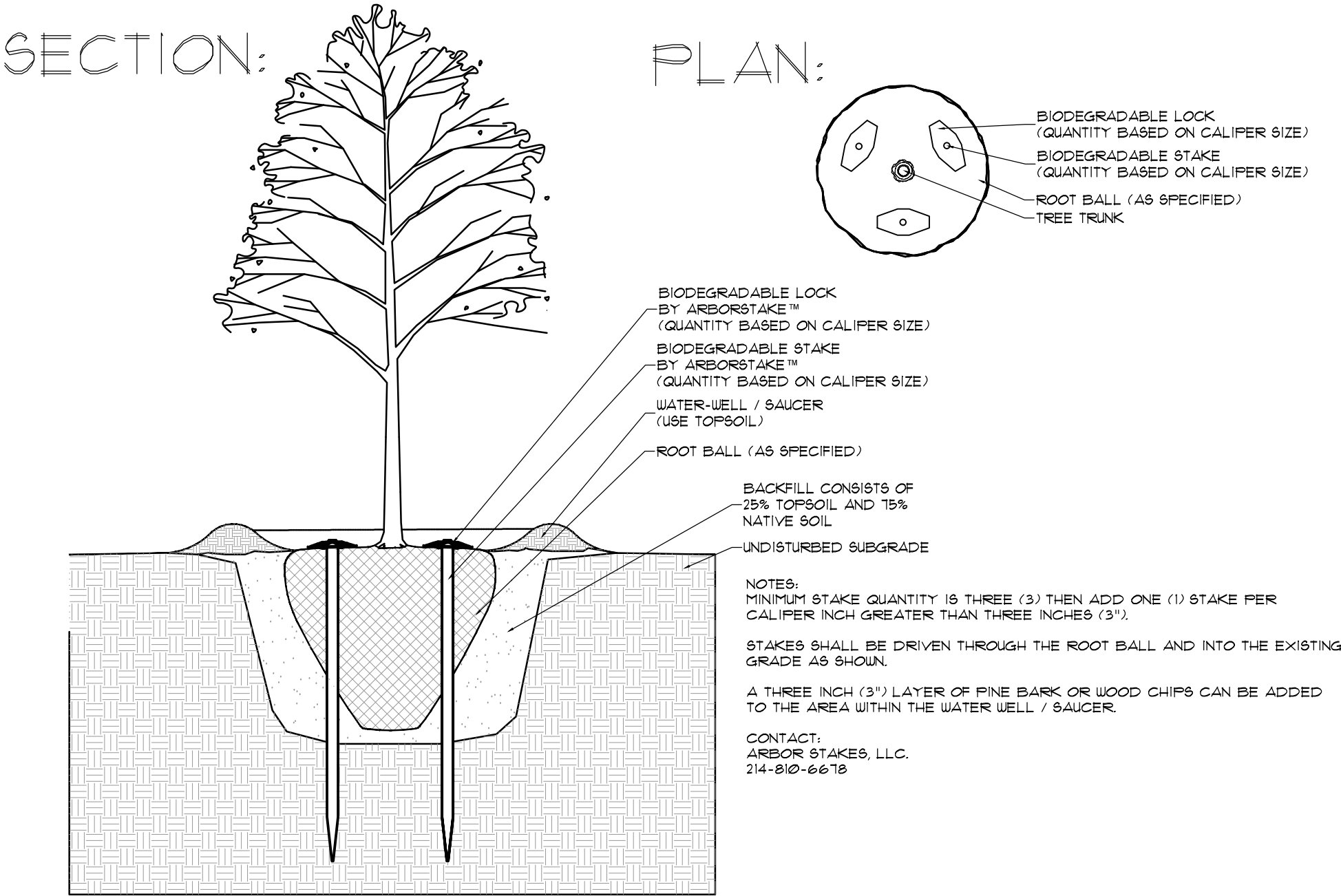
LEGEND

(LO) LIVE OAK
Quercus virginiana

(LE) LACEBARK ELM
Ulmus parvifolia

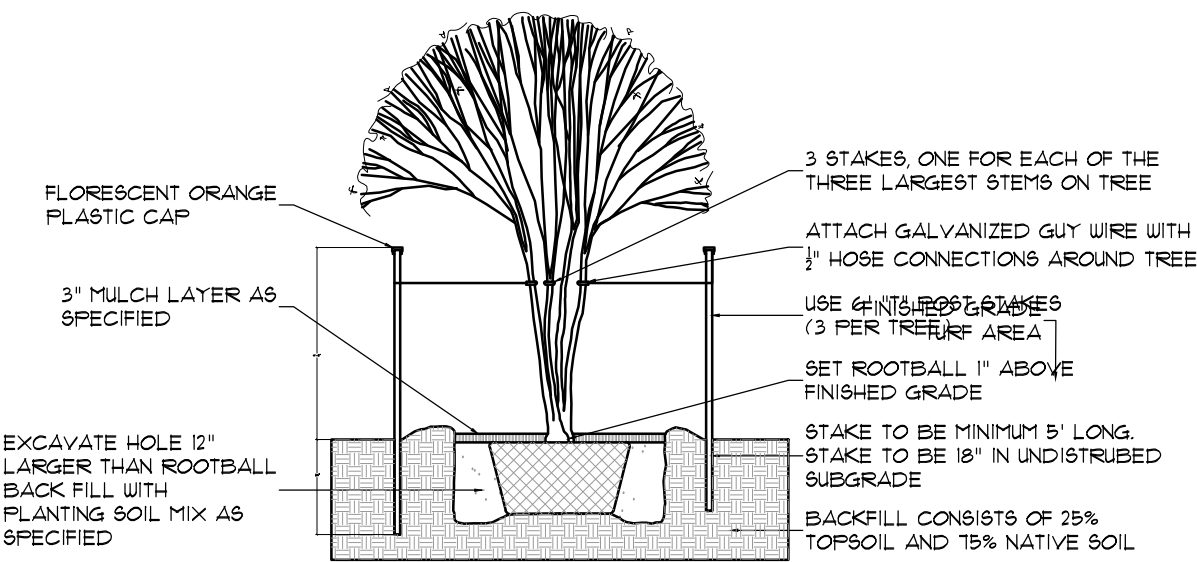
(CM) Crape Myrtle
Lagerstroemia indica

STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	Spinks Rd - 385 L.F.	13 trees (3" cal.)	11 (3" cal.) shade trees and 6 ornamental trees



1. ARBORSTAKE TREE STAKING

1/4"=1'



2. MULTI TRUNK TREE STAKING

1/4"=1'

PLANT LIST						
QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
5	LIVE OAK	<i>Quercus virginiana</i>	3"	10'-12'	Per Plan	Single Trunk
6	LACEBARK ELM	<i>Ulmus parvifolia</i>	3"	10'-12'	Per Plan	Single Trunk
6	CRAPEMYRTLE	<i>Lagerstroemia indica</i>	20 gal.	3'-4'	Per Plan	Full

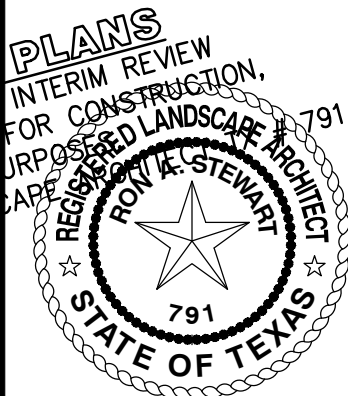
The John R. McAdams Company, Inc.
(DBA: G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Rowland, Texas 76262
TBP#: 89762 TBA S: 1019440
www.mcadams.com



IRON DEN
1401 Spinks Rd
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 1/16/2019



Drawn By: VC
Date: 10/5/2018
Scale: 1" = 30'
Revisions:
10/31/2018
01/16/2019

18324

CL1.0

Building 1	Walls		Trim	
	Material	Color	Material	Color
North Elevation	Stucco over concrete	Tan	Metal	Dk brown
East Elevation	Stucco over concrete	Tan	Metal	Dk brown
	Metal	Dk grey	Metal	Dk brown
South Elevation				
West Elevation	Stucco over concrete	Tan	Metal	Dk brown
	Metal	Dk grey	Metal	Dk brown

Building 2	Walls		Trim	
	Material	Color	Material	Color
North Elevation	Metal	Dk grey	Metal	Dk brown
East Elevation	Metal	Dk grey	Metal	Dk brown
South Elevation	Metal	Dk grey	Metal	Dk brown
West Elevation	Metal	Dk grey	Metal	Dk brown



IRON DEN

IRON DEN

1401 Sprink Rd

6.17 ACRES

J. KNIGHT SURVEY ABSTRACT NO. 882

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

IRON DEN

1401 Sprink Rd

6.17 ACRES

J. KNIGHT SURVEY ABSTRACT NO. 882

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

North Elevation – Building 1



East Elevation – Building 1



EXISTING
ELEVATIONS

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A | MCADAMS,
T&PE: 1798
DOUGLAS W. WEAVER,
P.E. #117366
DATE 1/11/2019

Drawn By: AUC
Date: 02/21/2019
Scale: 1"=40'
Revisions:

18324

EX

East Elevation – Building 2



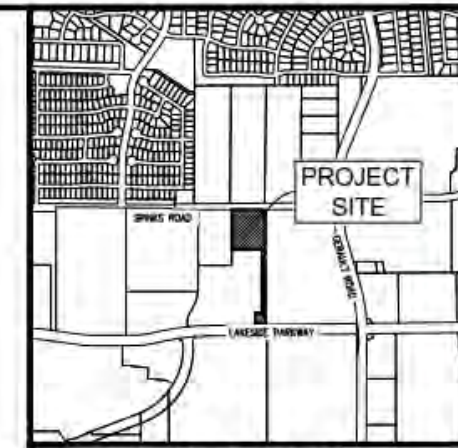
West Elevation – Building 1 / North & West Elevation – Building 2



South Elevation – Building 1



South Elevation – Building 2



Vicinity Map 1"=1000'

McQuay-Norris
The John R. McQuay
Company, Inc.
(CBA, BMA, NACAA)
1111 Edwards Drive
Lakewood, Texas 75057
817-435-9112
201 Country View Drive
Rosenberg, Texas 75065
817-440-5012
FAX: 817-440-0740
CIRCLE 13 ON CARD

IRON DEN
1401 Sprika Rd
6.17 ACRES
In the
J. KNIGHT SURVEY ABSTRACT NO. 662
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

**EXISTING
ELEVATIONS**

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 1798
DOUGLAS W. WEAVER,
P.E. #117366
DATE 1/11/2019

Drawn By: AH
Date: 01/11/2019
Scale: 1"=40'
Revisions:

18324

EX



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: February 4, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0013 - Home Depot Silveron Addition) to amend Planned Development District-31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP-245) to amend Specific Use Permit 245 (SUP-245) to allow for truck rentals on site, and request certain modifications and exceptions to the Code of Ordinances as related to subject property. The property is generally located east of Long Prairie Road and south of Lakeside Parkway. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

After the P&Z meeting, the applicant requested that the current application be withdrawn. The applicant is requesting that additional standards within the existing zoning for the property be modified. This will require the application to be considered by P&Z prior to Town Council action.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Applicant request to withdraw

LEGAL REVIEW: N/A

DRAFT MOTION: N/A



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: January 28, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0013 - Home Depot Silveron Addition) to amend Planned Development District-31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP-245) to amend Specific Use Permit 245 (SUP-245) to allow for truck rentals on site, and request certain modifications and exceptions to the Code of Ordinances as related to subject property. The property is generally located east of Long Prairie Road and south of Lakeside Parkway.**

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

The purpose of this request is to amend Specific Use Permit No. 245 (SUP-245) within Planned Development District No. 31 (PD-31) to allow the rental trucks on the site. PD-31 currently prohibits the storage of vehicles outside. The site is located within the Lakeside Business District Area Plan of the Town's Master Plan, with the designation for Campus Commercial development. The subject site is currently developed with a Home Depot store.

According to the applicant's letter of intent, the request is to allow four existing parking spaces to be designated as "Truck Rental Stalls." The trucks will be rented out to Home Depot customers and will be permanently stored on site [see Attachment B(1)].

The proposed spaces are well screened from Long Prairie Road by existing landscaping. The applicant has also agreed to plant evergreen shrubs along the three parking islands closest to the subject parking stalls to provide an additional layer of screening.

The amended development standards will limit the type of vehicles for rent to box trucks, cargo vans and pick-up trucks. No more than four vehicles will be allowed to be located on the site. The vehicles must be located in the spaces designated on the proposed conceptual site 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 rezoning requests. At the time this report was written, the Town had not received any correspondence regarding the request.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

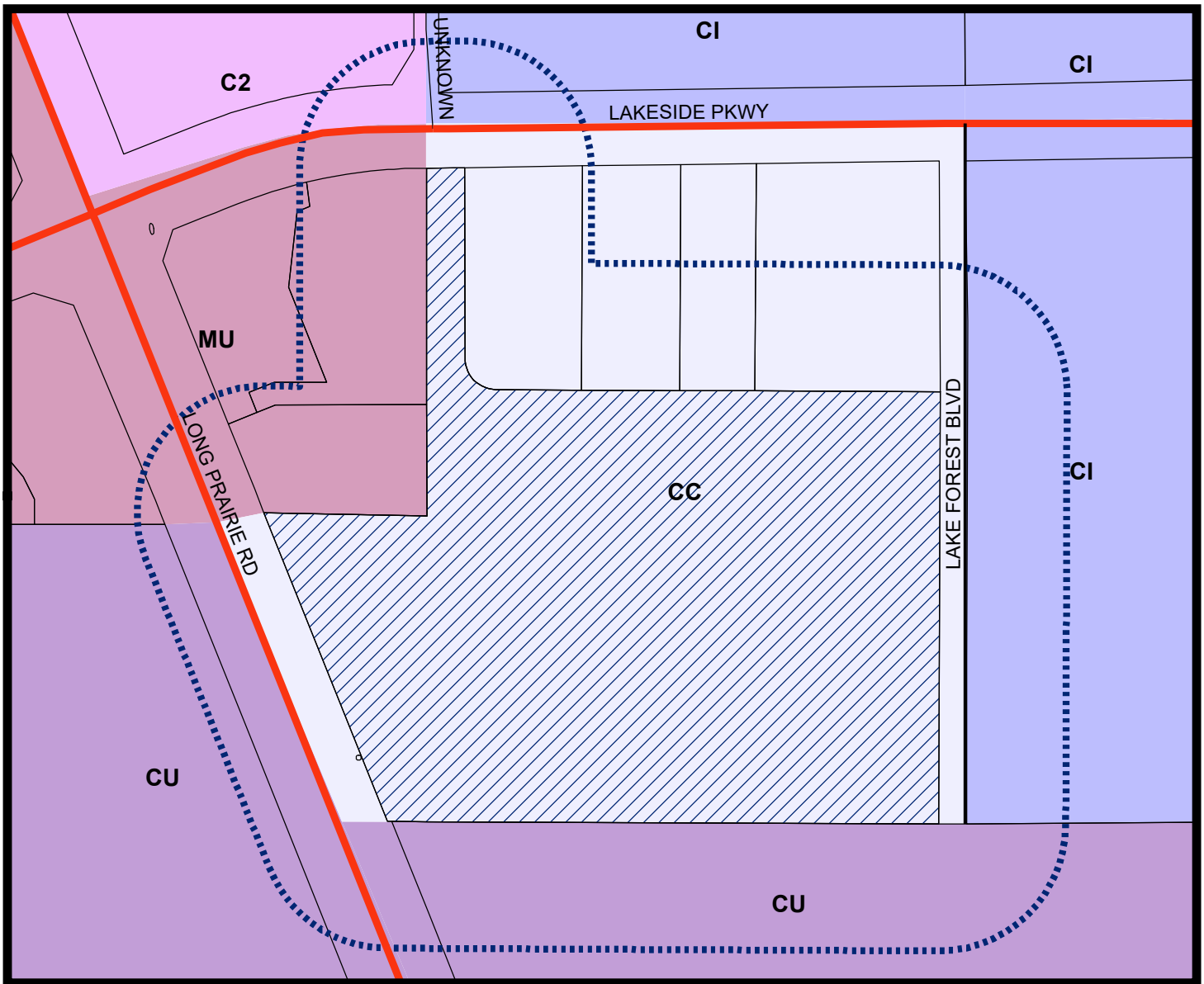
B. Application Details

1. Zoning Planned Development Package



Vicinity Map

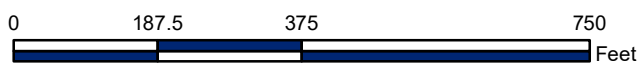
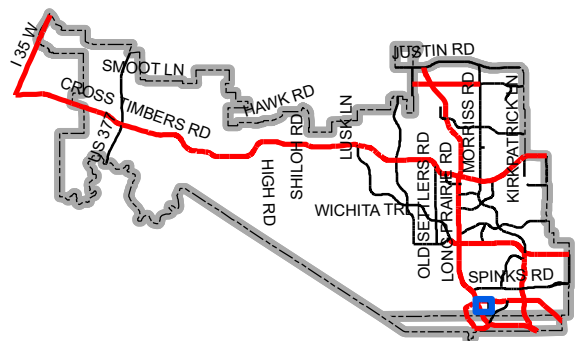
Reference Project: ZPD18-0013



LEGEND

- Campus Commercial
- Campus Industrial
- *Combined Uses-See Ordinance
- Commercial 2
- Mixed Use

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

**LARS ANDERSEN & ASSOCIATES, INC.**

CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
ADA COMPLIANCE • LEED ACCREDITED • STORM WATER QUALITY
4694 W JACQUELYN AVENUE
FRESNO, CA 93722
PH (559) 276-2790 FX (559) 276-0850
TEXAS REGISTERED ENGINEERING FIRM F-18450

SCOTT A. MOMMER, PE, QSD
PRESIDENT

DANIEL J. ZOLDAK, PE, PLS
CAsp, LEED AP, QSD/P
VICE PRESIDENT

December 14, 2018

Chuck Russell
Town Planner
Planning Services Division
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: Home Depot Flower Mound, TX #6572 Letter of Intent – Truck Rental Application

Dear Mr. Russell,

The Home Depot is requesting to amend Specific Use Permit No. 245 to allow for Truck Rentals to be allowed at the existing Home Depot located at 852 Long Prairie Road. The Application is requesting for four (4) parking stalls to be designated as Truck Rental Stalls. The purpose of this Use is to provide an additional service to customers. The trucks would be permanently stored on-site, and rental transaction would occur through the Home Depot Store. The site is presently zoned Planned Development 31 (PD-31) with Campus Commercial uses that is subject to Specific Use Permit 245 (SUP 245). The Home Depot site area is +/-15.01 acres.

The Home Depot looks forward in working with the Town of Flower Mound on an approval for the proposed Truck Rental Use.

Sincerely,
LARS ANDERSEN & ASSOCIATES, INC.

Scott A. Mommer

Scott A. Mommer, PE
President



SITE AREA

THE HOME DEPOT	±15.01 ACRES
CURRENT USE	PD 31 WITH CC USES

SUP (SPECIAL USE PERMIT) #245

BUILDING AREA

THE HOME DEPOT	95,064	SF
GARDEN CENTER	24,240	SF
TOTAL	119,304	SF

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQ'D	SPACES PROV'D
THE HOME DEPOT	1 SP/250 SF	380	
GARDEN CENTER	1 SP/250 SF	97	
TOTAL		477	505

HOME DEPOT FRONT FIELD PROVIDED	505 SPACES
---------------------------------	------------

NOT INCLUDED IN PARKING PROVIDED

TRUCK RENTAL PARKING	4 SPACES
SEASONAL SALES TENT AREA	8 SPACES

NEW PROVIDED TOTAL STALLS	493 SPACES
---------------------------	------------

*ADD NEW EVERGREEN LANDSCAPING (SHRUBS)

PROJECT NOTES

1. THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY: SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE REQUIREMENTS MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

DATE: 12/12/18
REVISION DATE: 1/21/19

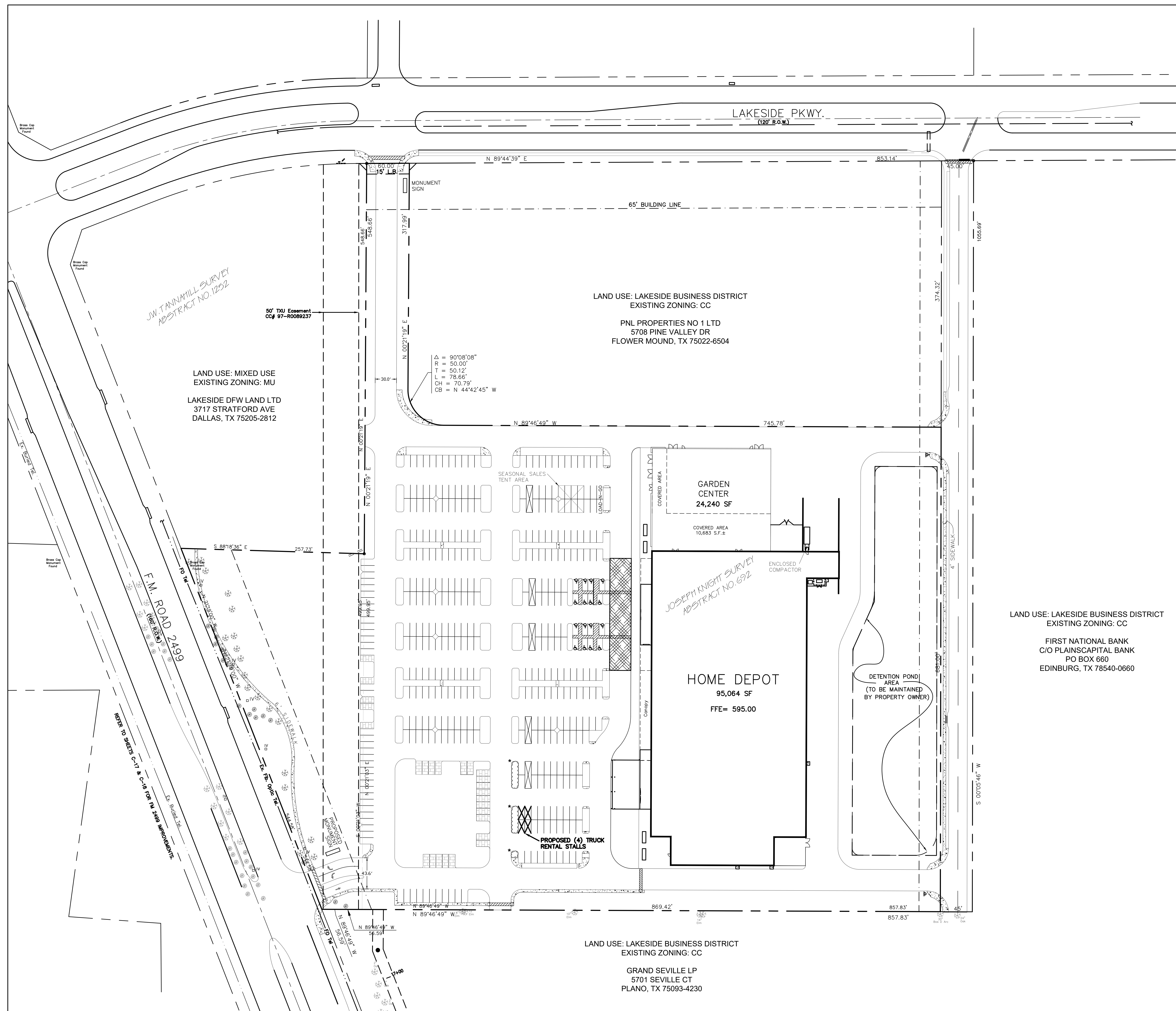
SITE PLANNER	DEREK FINNEGAN
SITE DEV. COORDINATOR	SCOTT MOMMER
REAL ESTATE MARKET	
R. E. AGENDA NAME	



LA PROJECT NO. 18129.00



CONCEPTUAL SITE PLAN



**LARS ANDERSEN & ASSOCIATES, INC.**

CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
ADA COMPLIANCE • LEED ACCREDITED • STORM WATER QUALITY
4694 W JACQUELYN AVENUE
FRESNO, CA 93722
PH (559) 276-2790 FX (559) 276-0850

SCOTT A. MOMMER, PE, QSD
PRESIDENT

DANIEL J. ZOLDAK, PE, PLS, CASp, LEED
AP,
QSD, QSP
VICE PRESIDENT

January 31, 2019

Chuck Russel, AICP
Town Planner
Planning Services Division
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Phone: (972) 874-6347
Email: chuck.russell@flower-mound.com

RE: Home Depot (ZPD18-0013) – Application Withdrawal

Dear Mr. Russel,

We respectfully request to withdraw the above Application with the Town. This request is due to further evaluation is needed in regard to the proposed Amendment to the PD-31 for the Home Depot located at 852 Long Prairie Road.

Sincerely,
LARS ANDERSEN & ASSOCIATES, INC.

Scott A. Mommer

Scott A. Mommer, P.E.
President



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: February 4, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0009 - Lakeside Center) from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 169 (PD-169) for both residential and non-residential uses, with certain modifications and exceptions to the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission report and backup for this item. This item was postponed at its October 1, 2018 and October 15, 2018, Town Council meetings in order to allow adequate time for the developer and the Town staff to finalize the terms of the development agreement.

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: 5

DATE: January 28, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0009 - Lakeside Center) from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 169 (PD-169) for both residential and non-residential uses, with certain modifications and exceptions to the Code of Ordinances, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are exception/modification requests to the Town's regulations, as well as outstanding issues/unresolved items which necessitate special consideration by the Commission (see Analysis below).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 10 acres of land in order to create a planned development district which includes a mixture of both residential and non-residential uses, in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan.

Section 2, Area Plans, of the Master Plan defines Campus Commercial as:

"Campus Commercial – Campus Commercial means a mixture of uses which includes corporate offices, office parks, hotels, commercial, similar uses, and may include limited residential development. The intent is to create a vibrant area that encourages dynamic economic development focused around live, work, and play opportunities. A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

Development in the district must demonstrate the following:

1. Compliance with the three elements of the District's Vision:
 - a. Create high quality, regional commercial development;
 - b. Competes in the economic development arena; and
 - c. Develops a balanced tax base to reduce the residential tax burden;
2. Exemplary and enduring quality and design shall be achieved by establishing a high level of development standards;
3. Market factors should ensure a robust mix of uses that are economically viable, support a high quality of life, and provide sustainable fiscal health for the Town;
4. No one single use should be allowed to predominate in the District at build-out;
5. Uses and design shall be in context with the existing environment and adjacent developments; and
6. Residential development should provide a range of residential options that reflect changing lifestyles and demographics, and should be facilitated through the balancing of market demand and community preferences."

The proposed development is bound by Long Prairie Road on the east, Northwood Drive on the west, Lakeside Crossing development on the north and an existing Mobile Home Park on the south.

The subject site is approximately 10 acres and is currently undeveloped. The site is bisected by an intermittent stream traversing from north to south. The stream surrounded by open space area acts as a natural divider between the residential and non-residential components of the site. The limited residential development is confined to the western portion of this stream and the use seems compatible to the existing Lakeside DFW apartments located directly across from the proposed townhomes and the approved Lakeside Crossing townhomes to the north. The access to townhomes is provided from Northwood Drive. The primary access to the non-residential buildings is from Long Prairie Road with a secondary access provided through mutual access easement from the Lakeside Crossing development to the north.

The staff report discusses the following elements of the proposed development:

1. Non-residential component
2. Residential component
3. Open Space and Amenity Areas
4. Off-street Parking
5. Exceptions to Architectural Standards
6. Other Exceptions
7. Comprehensive Sign Package

Non-residential component

The accompanying concept plan depicts two Class A office buildings. Building 1 is a four-story, 120,000 square-foot office building and Building 2 is a two-story, 18,500 square-foot office building. According to the approved Economic Development package (380 Agreement) for this project, a "Class A Office Building" is defined/described as following:

“Class A Office Building,” for the purposes of this Agreement only, means an office building characterized by high quality design, use of high-end building materials, and state of the art technology for voice and data. The building is distinctive and classic design, concrete and steel construction, landmark quality, with superior exterior finishes for the curtain wall and superior interior quality finishes in main lobby and common areas, including elevators and washrooms.

A Class “A” Office Building must, at a minimum, contain all of the following:

1. Minimum of 4 stories;
2. Minimum of 10,000 square feet per floor with a minimum of 100,000 square feet structure overall;
3. Central, interior lobby;
4. Access to suites shall be from inside the building;
5. On-site support services/maintenance;
6. 24/7 Security;
7. Steel frame construction; and
8. Meet or exceed the Town’s Urban Design Plan or qualify as a Meritorious Project.

The concept plan also depicts a parking garage and surface parking to accommodate the parking for the office development. The meritorious design exception and staff’s position on the proposed elevation is discussed in the sections below.

Residential component

The concept plan depicts eight townhomes facing Northwood Drive. The garage access is provided from alleyway. The proposed elevations for the townhomes mirror the same design as that of the approved townhomes at Lakeside Crossing development to the north and complement the existing Lakeside DFW apartments across the street in terms of the architectural style, materials, and colors.

Open Space and Amenity Areas

The Planned Development will require various components of public open space to be provided to engage tenants, employees, and residents within the Planned Development as well as providing access from visitors outside of the development:

- Central Open Space (approx. 4 acres): Located in the western portion of the site, this area is approximately four acres and consists of an intermittent stream, heavily wooded area, and significant topography. This open space is further divided into three zones; natural zone, detention pond zone, and open space zone. Specific development standards have been drafted for all zones to allow proposed improvements within each zone.
- Entrance Plaza and Front Open Space (9,000 square feet): This area is located between Building 1 and Long Prairie Road. This space acts as a green island in the middle of surface parking lot and consists of enhanced landscaping and paving.
- South Plaza (5,000 square feet): This area is located to the south of Building 1 and between Building 1 and the parking garage. This area must include shade

structure, outdoor seating area, enhanced paving and landscaping along with pedestrian scape lighting.

- **Off-Site connectivity:** As noted on the conceptual site plan, the applicant has provided for a pedestrian connection point along the site's northern property line to connect to the sidewalks within the Lakeside Crossing development. It should be noted that certain off-site improvements to be completed by the adjacent property owners to make the pedestrian connection.

Off-street Parking and deviation request

The Town's parking requirement for office space is one space per 300 square feet or one space per 250 square feet for medical offices. Based on the calculation provided in the parking study, the development would require between 462 (for office) and 554 (for medical office) parking spaces depending on the ratio of office and medical office uses. The Town's parking regulation requires a parking study for large developments requiring 250 or more spaces and also requires a minimum reduction of 20 percent from the sum of the specific parking required for each use. On the basis from research and analysis of similar projects within the Metroplex, the applicant is proposing a minimum of 3 spaces per 1,000 square feet (one per 333 sf) and a maximum of 5 spaces per 1,000 square feet (or one per 200 sf). The concept plan depicts 570 parking spaces parked at a ratio of one space per 243 square feet. The garage is planned for 458 parking spaces on a 33,500 sq. ft. footprint and the remaining 112 spaces are surface parking spaces. A parking deviation is required as the applicant is not proposing a reduction of 20 percent from the required spaces.

Since this project has been recognized as an Economic Development project, it is exempt from preparing a Transportation Analysis (TA) required as a part of SmartGrowth analysis. Development standards require a Traffic Impact Analysis (TIA) to be completed at the time of site plan application and to incorporate any requirements of the TIA into the associated site plan.

Exception to Architectural Standards

The applicant's letter describes the proposed Class A office building as an example of contemporary office architecture, which has incorporated architectural features from other popular office developments within the DFW Metroplex. Per the applicants letter of intent [Attachment A(2)] and meritorious design statement [Attachment A(3)], this type of architecture for Class A office buildings acts as the basis for the meritorious design exception to the Town's Architectural standards which is explained in detail in sections below.

The Town's 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." An applicant can request an exception to certain Architectural Standards if their proposal is determined to have meritorious quality and design.

The proposed architecture for the buildings is a more modern approach that incorporates smooth tilt-wall construction, glass and metal wall panels. In reviewing the proposal for compliance with the design standards of the Town's Urban Design

Plan, these are the areas where the proposed development is deficient in meeting those standards. This analysis is provided as a baseline in considering a meritorious exception for the proposed architecture.

- Façade Articulation – Urban Design Plan, Section 4.1

4. Façade Articulation of non-residential buildings of three stories or greater.

- 4.1. Each building elevation should have a minimum of two offsets in vertical and horizontal planes, with each plane being offset by a minimum of two feet.

- Façade Materials – Urban Design Plan, Section 5.1

5. Façade Materials

- 5.1. 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.

Proposed: All facades on Building 2 may have up to 70% doors and windows.

- Façade Materials – Urban Design Plan, Section 5.2

- 5.2. Elevations of non-residential buildings of three stories or greater should be a minimum of 40% masonry, excluding doors and windows, consisting of stone, brick, stucco or finished tilt-wall concrete, or a mixture of those materials.

Proposed: For Building 1, east elevation may have up to 71% doors and windows (min. 29% masonry). Percentage of doors and windows on all other facades shall not exceed 60% (min. 40% masonry) of the total area per façade.

- Façade Materials – Urban Design Plan, Section 5.3

- 5.3. 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 tilt-wall 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.

Proposed: Architectural metal may be used a secondary masonry material.

- Façade Colors – Urban Design Plan, Section 6.1

6. Façade Colors

- 6.1. Colors comprising at least 80% of each elevation of the building should be primarily natural and **earth** tone colors. The range of tones include, but are not limited to: ochre, brown, umber, rust, olive, beige, taupe, sepia, white, off-white and slight variations. Further definition of building colors is provided in the Town's Land Development Regulations.

Proposed: Shades of Gray may be used as primary or secondary colors on all facades.

Requested Modifications

As part of the proposed PD standards, the applicant is requesting certain modifications to the dimensional regulations listed for Campus Commercial District (CC) in the Town's Code of Ordinances.

Development Standard	Required CC standards	Proposed (PD-153) CC standards
Min. Front Yard	60 ft. with no parking	60ft. with parking
Min. Rear Yard	15 ft.	None
Max. Lot Coverage	50%	None
Min. Floor Area ratio	1:1	None
Min. Landscape Buffer	60 ft.	25ft
Min. Street yard Landscape	50%	35%

Development Standard	Required SF-A standards	Proposed (PD-153) Townhome standards
Min. Lot Area	5,000 sf.	1,800 sf.
Min. Lot Width	20 ft.	27 ft.
Min. Front Yard	25 ft.	None
Min. Rear Yard	20 ft.	5 ft.
Max. Lot Coverage	40%	90%
Min. Floor Area/Unit	1,100 sf.	None
Max. Height	3 Stories/35 ft	3 Stories/35 ft

Comprehensive Sign Package

The Town's Sign Code states that the purpose of a Comprehensive Sign Package is to "allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration."

A Comprehensive Sign Package is being proposed for the office development to obtain approval wall, ground and temporary leasing signs that exceed the size

specified in the Town's sign ordinance. At the time staff report was written, exhibits for the ground sign was not provided for staff review and comments.

The following table summarizes the requested comprehensive sign package to existing sign regulations:

Sign Type	Existing Town Sign Code	Proposed (PD-156) See attachment B(1) for specific sign locations, where referenced
Ground Sign	Signs permitted per street frontage = 1	2 ground signs
	Maximum height = 10 feet	10 feet
	Maximum width = 10 feet	15 feet
	Maximum Area = 60 sf.	150 sf.
	Minimum setbacks = 15 feet from public right-of-way; 120 feet b/t ground signs; 60 feet from abutting property line.	5 feet from public right-of-way; 50 feet b/t ground signs; 60 feet from abutting property line.
	Masonry border around the perimeter	Provided
Wall Sign	Maximum sign area of 300 sf. Maximum of one primary and two secondary signs per tenant with 60' or more lineal frontage of building wall, with maximum sign area of 300 sf for all primary and secondary signs; for 60 feet or more of lineal building wall frontage, maximum sign with of 55% of lineal frontage and maximum height of 72 inches; maximum of 12" depth	<u>Building 1</u> Maximum height = 72 inches Maximum width = 50 feet Number of Signs: East façade = 4 signs West façade = 2 signs North and south facades = 1 each <u>Building 2</u> Maximum height = 40 inches Maximum width = 50 feet Number of Signs: East façade = 4 signs North and south facades = 1 each
Temporary Leasing Sign	Signs permitted = 1	1
	Maximum height = 10 feet	20 feet
	Maximum area = 32 sf.	192 sf.
	Minimum setback from row = 15 feet	5 feet

Other Requested Exceptions

A. Compatibility setback and buffer

The residential compatibility standards apply when a non-residential development is proposed adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan. The proposed development shares a majority of the southern boundary with an existing Mobile

Home Park. The Master Plan designates this property for Campus Commercial uses within the Lakeside Business District. The applicant is requesting a waiver to:

1. Compatibility Buffer
 - a. A six-foot masonry wall and a 25-foot landscape buffer along the southern property line; and
2. Compatibility Setback
 - a. A 60-foot building setback from the southern property line.

B. Reduced landscape buffer and street yard landscaping along Long Prairie Road

Campus Commercial zoning district requires a 60-foot landscape buffer along arterials and a minimum of 50 percent of the street yard landscaped. The typical landscape requirements along arterials is 25-foot landscape buffer and 20% of the street yard landscaped. The proposal includes 25-foot landscape buffer and 30% of the street yard to be landscaped.

C. Detention Pond

The Town's Engineering Design Criteria requires retention (wet) ponds for office and retail developments. The applicant is requesting an exception to this standard to allow for a detention (dry) pond.

Parks Board

On [October 4, 2018](#), the Parks Board voted to recommend acceptance of cash in lieu of land in the amount of \$101,068.80 in the place of otherwise required Park Land dedication and Park Development Fees in the amount of \$11,104.00. This recommendation will be forwarded to the Town Council for consideration at the same time as the subject project.

Environmental Conservation Commission

On [November 6, 2018](#), the Environmental Conservation Commission (ECC) recommended approval of a permit to remove one specimen tree on the site. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

III. UNRESOLVED ITEMS

This application was submitted to the Town on July 30, 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 this report has addressed all aspects of the applicant's development vision, there do remain various items where staff retains some concern as to a favorable outcome not being established.

1. Elevations

Recognizing that this development and its design is unique to Flower Mound and this being the applicant's basis for requesting an exception to the architectural standards of the Town's Urban Design Plan as a meritorious design for the

building, staff had established and conveyed our position early in the process to the applicant. The applicant has provided a meritorious architecture letter detailing their proposal and the need for this exception [Attachment A(3)]. When providing a recommendation to the Town Council, staff would like for the Planning and Zoning Commission to consider the merits of this development against the deficiencies of the project in complying with the Town's UDP.

2. Development standards

The attached draft development standards [Attachment B(2)] highlights areas that the staff and the applicants have expressed disagreement.

- **Construction Activity in the Central Open Space**

The Central Open Space area is divided into three zones and the standards allow for certain construction related activities such as clearing, grubbing grading in each of the zones. Though the intent of the applicant is to attempt to preserve as much of the existing topography and trees in the central open space area as possible, the language in the standards allows for disturbing the open space areas without consequences. Staff is proposing additional standards that allows Town the ability to request additional information and detailed plans to show the extent of impact within each zone and proposed restoration plan to mitigate the impacts to the Central Open Space area. The applicant is in disagreement with staff's recommendation.

- **Garage parking screening and elevator shafts design**

The disparity in the concept elevations and the written standards for screening of garage parking spaces is the reason for concern. Though the concept elevations for the garage illustrates continuous screening of the parking spaces on north, south, and west elevations (east garage elevation abuts Building 2), the text only requires a minimum 42 inches of screening where visible from public right-of-way. Not having to screen parking spaces that are not visible from right-of-way creates a mismatched design and can produce a design that is different from the proposed garage elevations.

Staff also recommends providing an architecturally designed elevator and stair shaft regardless of its visibility from a public right-of-way. The garage elevations falls under the purview of the UDP and requires façade treatment that complements the main building.

- **Signs**

- **Ground Signs:** Staff has not had an opportunity to review the design for the proposed ground sign as an exhibit was not provided at the time the staff report was written.

- **Advertising sale, lease or rental of nonresidential structures:** The Town permits one such temporary sign along arterials with a maximum sign area of 32 square feet and a maximum height of 10 feet. The CSP request includes a temporary leasing sign with a maximum sign area of 192 square feet (additional 160 square feet) and a maximum height of 20 feet. The Town's code does not specify an expiration date on such

temporary signs. In addition to the proposed CSP request for two, monument signs (150 square feet max.), there will be a third sign, which will be the leasing sign that does not have any expiration date. Staff recommends including an expiration date to the requested leasing sign after which date, the leasing sign will have to meet the Town's regulations.

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, staff had not received any correspondence regarding this request.

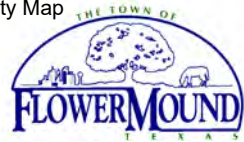
V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Meritorious Architecture Letter
4. Parking Study

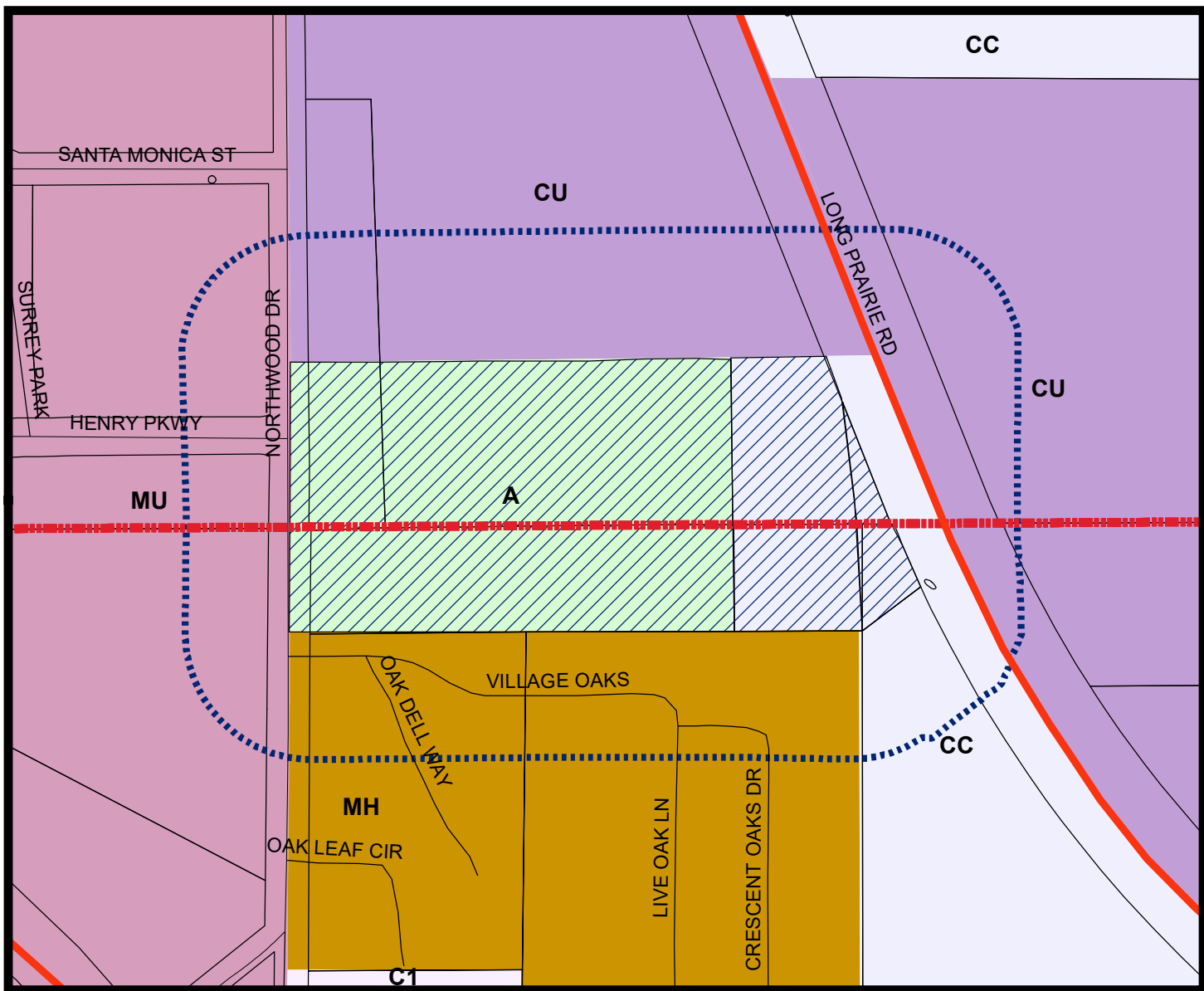
B. Application Details

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

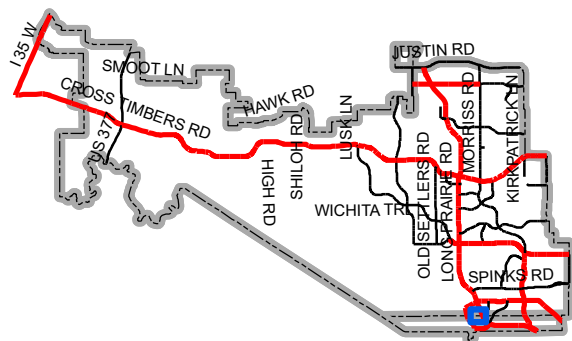
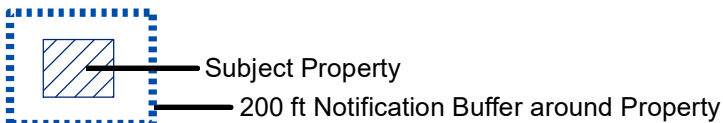
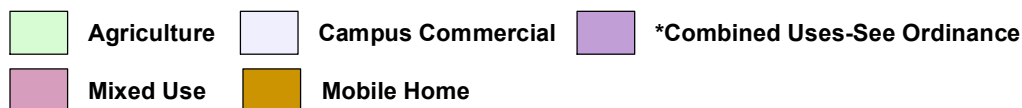


Vicinity Map

Reference Project: ZPD18-0009



LEGEND



Map Location



LETTER OF INTENT > REALTY CAPITAL

January 23, 2019

Mr. Chuck Russell
Town Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Zoning Change Request – Lakeside Center Planned Development
Letter of Intent
G&A Job No. 18164**

Mr. Russell:

Please accept this letter, on behalf of Realty Capital, as an explanation of the proposed Zoning Change Request for approximately 10 acres of land located just south of Lakeside Center between FM 2499 and Northwood Drive. This property is located within the Lakeside Business District with a land use designation of Campus Commercial. The property is currently zoned Agricultural and PD-31 with Campus Commercial uses.

PROJECT DESCRIPTION

Lakeside Center contains two office buildings totaling 138,000 square feet facing FM 2499 and eight townhomes that face Northwood Drive. Building 1 is a four-story office building with 120,000 gross square feet and Building 2 is a two-story office building with 18,500 square feet. The proposed townhomes are a continuation in style and design to those approved with the Lakeside Crossing development which is directly to the north. The development has been reviewed by the Town Council earlier this year and received incentives to build the office component per the approved 380 Agreement. Part of that agreement included the requirement of a parking garage, which we are providing and it will include more than the 80% of the required parking to service the 4-story office building.

In between the built environment, the development preserves the existing stream that runs down the middle of the property and which acts as a site amenity and natural open space area. This area will be accessible to both the office users and the townhome residents and will provide quality of life elements and experiences in a tranquil setting. The landscaping will be natural, blending in with the existing creek and trees. The pedestrian walks, creek crossings, and serene spaces to relax will include elements of geometric forms and contrasting stone colors. The direct pedestrian connection to Lakeside Crossing and Lakeside DFW also promotes the live, work, and play benefit of the site and surrounding developments.



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PROPOSED ZONING

We are requesting to create a Planned Development (PD) with Development Standards that establish two base zoning categories to distinguish the non-residential and residential areas. The base zoning for the non-residential area will be Campus Commercial and the base zoning for the residential area will be Single Family Attached. Building locations were designed to preserve as much of the natural beauty of the site as possible.

ARCHITECTURE

Lakeside Center proposes an architectural style for the office buildings that embodies the current 'corporate contemporary' architecture of the Metroplex. Elements of the design present a grand entrance feature that will lend prominence to the building. The materials are tilt wall with glass and metal accents. The majority of the materials and standards requirements of the Urban Design Plan (UDP) are met. However, the proposed four story office building does not meet all of the material requirements of the UDP. We believe that the building is a great example of contemporary office architecture and would ask that the building receive meritorious architecture designation.

EXCEPTIONS

Due to the unique site conditions of this property and the highly desirable planned uses, a few exceptions to the Town's Code of Ordinances are being requested as part of the PD. In addition, this project is recognized as an economic development project as defined by the Town's Economic Development Incentive Policy and SMARTGrowth ordinances 98-151 and 98-169. Therefore, certain waivers to SMARTGrowth may be requested such as environmental quality and community character. The following is a list of the exceptions being requested:

Urban Design Plan Exceptions:

1. Meritorious Architecture – Section 1.2, Town's Urban Design Plan
The architecture of Class A offices has to embody a superior design in order to attract quality tenants such as corporations and company headquarters. A sleek and modern look is the preferred style of corporate contemporary for today's new office buildings. One such example is the office buildings at Cypress Waters in Irving. There are currently no office buildings in Flower Mound that match this type of style. Therefore, we propose that the architecture is of exceptional design quality and should be considered a meritorious design. Please refer to the meritorious explanation attached to this letter for more information.
2. Façade Materials – Section 5.1 and 5.2, Town's Urban Design Plan



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A heavy emphasis on natural light is a requirement for today's Class A office environments. Therefore, we are exceeding the 50% maximum of allowed glazing. The proposed windows are scaled to invite daylight and enhance the connection between the indoors and outdoors. For building #1, we are requesting up to 71% doors and windows. The percentage of doors and windows on all other facades will not exceed 60% of the total façade area. For building #2, we are requesting up to 70% doors and windows.

3. Façade Materials – Section 5.3, Town's Urban Design Plan

The use of metal panels as a secondary material adds scale and meaning to the contemporary style.

4. Façade Colors – Section 6.1, Town's Urban Design Plan

We are proposing the color grey to offset the white panels to be consistent with architectural style of today.

Other Exceptions:

5. Upland Habitat – SMARTGrowth

This project has been classified as an Economic Development project and the Environmental Quality requirements of SMARTGrowth to not apply to the non-residential areas.

6. Compatibility Buffer/Setback – Section 82-302 & Section 82-303, Town's Code of Ordinances

Typically, a 60-foot compatibility setback and 25-foot landscape buffer with a screening wall is required when non-residential is proposed adjacent to residential. This applies to the southern property line adjacent to the manufactured home community.

7. Landscape Buffer Requirement Along FM 2499

In being consistent with similar developments to the north of this project, we are proposing a 25-foot landscape buffer along FM 2499.

8. Parking Deviation

Since a parking garage is being provided which mitigates the environmental impact of a surface parking lot, we are requesting to provide additional parking per the Parking Study.

9. Detention Pond

In being consistent with the detention pond provided to the north, we are proposing a dry detention pond instead of a 'wet' retention pond.

CONCLUSION

As described in the approved Chapter 380 Agreement, this exciting project will promote the Town's economic development by increasing the amount of employment in the Town and become a competitive office opportunity



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amongst the available Class A offices in other communities. Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

G&A | MCADAMS

Randi L. Rivera, AICP
Director, Planning + Entitlement

cc: Robert J. Dollak, Jr., P.E., Director, G&A|McAdams
Jimmy Archie, Managing Director, Realty Capital Management, LLC

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Lakeside Corporate Office Center Meritorious Design Statement

The Town of Flower Mound has long master-planned its southern corridor as a center for large-scale corporate office users. But until recently, this plan has never come to fruition. Now, with the rise of Lakeside DFW, the vision for a complete mixed-use community that offers quality-of-life components to office users can become a reality.

As the first Class-A office center in Flower Mound, Realty Capital is tasked with creating a project that will attract corporate office tenants and set the standard for architectural design and quality. To achieve this goal, each architectural feature incorporated reflects the most popular and successful office projects in DFW. These office developments, such as Cypress Waters, Victory Park and Watters Creek, exemplify these design standards with expansive glass facades and seamless natural landscaping interconnected with quality amenities. This architectural philosophy, when combined with the authentic appeal of Flower Mound, will establish the Lakeside Corporate Office Center as the new gateway to southern Flower Mound.

Continuing the design of the current Lakeside Office project across FM 2499, Realty Capital has included the following key characteristics in the design:

- Orientation of the buildings to focus views and activities to the natural creek and mature trees traversing the site.
- Expansive glass facades that emulate the Class-A aesthetic and enhance the connectivity of the work environment with the natural landscape.
- Metal panels that provide articulation and variation to the building facades.
- White finish to match the color scheme of Lakeside DFW and establish the office center as part of the Lakeside community.
- Seamless landscaping and quality outdoor amenities that encourage interaction with the natural area and connect tenants to the Shops at Lakeside.
- Screening that shields the parking garage from FM 2499 and directs attention to the corporate offices.

In summary, the Lakeside Corporate Office Center is an innovative endeavor for Realty Capital that relies on the successful architectural standards established in the market. By combining the aesthetic of Class-A office space with the amenity rich Lakeside development, this corporate office building will contribute to the unique appeal of Flower Mound while setting a new standard for enduring quality and design.

LAKESIDE CENTER**Parking Study**

Prepared by: Robert J. Dollak, Jr., P.E. # 86898

Summary:

Lakeside Center is an approximate 10-acre site generally located south of Lakeside Boulevard between FM 2499 and Northwood Drive. The site is planned to consist of two Class A Office buildings fronting FM 2499 and will also have a mall residential town home portion along Northwood Drive. Since each town home will be providing a two car garage, they have not been considered for this analysis. The Concept Plan is included as Exhibit "A" to this study.

Base Code Parking Requirements (General Office vs Medical Office):

Since the end user(s) have yet to be identified we need to consider that both general and medical office uses could occur within the final occupancies of the building. The tables below represent the base parking requirements by the Town of Flower Mound's Zoning Ordinance, Section 82-79. The upper chart represents general office; and the lower chart represents medical office.

Bldg. #	Use	Building Square Footages	Town Code Parking Rate	# of Spaces Required	20% Increase	# of Spaces Provided
1	Office	120,000	1 per 300	400	480	85
2	Office	18,500	1 per 300	62	74	27
	Parking Garage					458
				462	554	570

Bldg. #	Use	Building Square Footages	Town Code Parking Rate	# of Spaces Required	20% Increase	# of Spaces Provided
1	Office	120,000	1 per 250	480	576	85
2	Office	18,500	1 per 250	74	88	27
	Parking Garage					458
				554	664	570

The Town of Flower Mound does not have parking requirements for Class A office buildings within their current parking requirements. We have therefore, researched and analyzed similar projects within the North Texas Metroplex. Seven developments, varying in size from 60,000 SF to 330,000 SF, were analyzed to help determine a standard parking ratio for Class A Office buildings that can be expanded to the proposed Lakeside Center.

The table below represents the projects mentioned above compared to Lakeside Center.

Project Name	Location	# of Spaces	Total Square Footage	Parking Ratio
American College of Emergency Physicians	Irving, TX	231	60,000	1 per 260 SF
3400 Cityline	Richardson, TX	1,400	320,000	1 per 229 SF
CoreLogic	Irving, TX	1,980	330,000	1 per 167 SF
3200 Olympus	Dallas, TX	1,256	256,000	1 per 204 SF
Cawley Tollway Center	Dallas, TX	769	200,000	1 per 260 SF
Cawley Fourteen555	Dallas, TX	1,193	240,000	1 per 201 SF
One Bethany	Allen, TX	625	125,000	1 per 200 SF
		7,454	1,531,000	1 per 205 SF
<i>Proposed – Lakeside Center</i>	<i>Town of Flower Mound, TX</i>	<i>570</i>	<i>138,500</i>	1 per 243 SF

As illustrated in the table above, the parking ratios for the Class A office buildings vary from 1 space per 167 SF to 1 space per 260 SF, with an overall average 1 space per 205 SF. Lakeside Center proposes a parking ratio of 1 space per 243 SF which within the ranges of the parking ratios listed above and within the accepted norm for similar projects around the Metroplex.

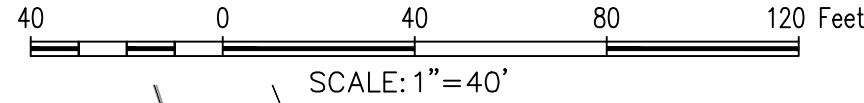
Mitigation:

Depending on the whether the site developers at 100% medical office or 100% general office the proposed parking is either ~7% or ~23% increased respectively. More than likely there will be ratio of both uses throughout the buildings. Section 82-73 (1) of the Town's Land Development Code specifies requirements for mitigating parking in excess of 20%. Mitigation is proposed through the parking structure and through open space on the property. The verticality of the parking structure, and that over 80% of the required parking is contained within, allows for more parking to be provided in a smaller space and the open space similarly creates less overall impact to the property.

Conclusion:

The proposed ratio of 1 space per 243 SF will provide adequate parking for the Lakeside Center. Since the parking ratio is similar to other Class A Office complexes around the Metroplex, Lakeside Center will not be at a disadvantage for attracting occupants for the two office buildings.

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.



Vicinity Map 1"=1000'

NON-RESIDENTIAL PARKING TABLE – LAKESIDE CENTER			
Physical Address	TBD		
Gross Site Area	10,056 A:	438,036 SF	
Net Site Area	10,056 A:	438,036 SF	
Parking Summary			
LAKESIDE CENTER			
	Min. Required 1 space/300SF	Max. Required 1 space/250SF	Provided
Building 1	400	480	85
Building 2	62	74	27
Parking Garage	0	0	458
Total Parking	462	554	570

BUILDING SUMMARY – LAKESIDE CENTER			
BUILDING	SQUARE FEET	USE	# OF STORIES
1	120,000	OFFICE	4
2	18,500	OFFICE	2

	Required	Provided
Future On Street Parking	0	8
Parking for Future Residential	16	16
Total Parking	16	24

LAKESIDE CENTER
10.056 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

CONCEPT PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 19762
ROBERT JOHN DOLLAK, JR.,
P.E. #86898
DATE 1/4/2019

Drawn By: PF
Date: 07/30/2018
Scale: 1"=40'
Revisions:
09/12/2018
11/28/2018
01/04/2019

18164

CF

OWNER/DEVELOPER
FM 2499 VENTURE, LLC
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TEXAS 75039
Ph. 469-533-4131
Contact: MR. JIMMY ARCHIE

File: Z:\2018\18164\Drawings\Zoning\SHEETS\18164 CONCEPT PLAN
Plotted: 1/4/2019 10:39 AM, by Rivera, Randi Saved: 12/19/2018 2:53 PM, by scott



MCADAM



LAKESIDE CENTER
10.056 Acres
in the
UN. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
REPRODUCTION, OR PERMIT PURPOSES.
FOR LANDSCAPE ARCHITECT
ROBERT K. STEWART
791
DATED 1/3/2019



Drawn By: JP
Date: 07/30/2018
Scale: 1"=40'
Revisions:
09/12/2018
11/28/2018

18164

CLP

OWNER/DEVELOPER
FM 2499 VENTURE, LLC
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TEXAS 75039
Ph. 469-433-4131
Contact: MR. JIMMY ARCHIE

LANDSCAPE REQUIREMENT COMPLIANCE			
TOWN OF FLOWER MOUND			
LAKESIDE CENTER			
STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
LONG PRAIRIE ROAD		25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE	REQUIRED	PROVIDED
1 per 500 s.f.	Long Prairie - 11,693 s.f.	23 trees (3" cal.)	23 trees (3" cal.)
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	104,805 s.f. of Long Prairie Rd. street yard	48 trees (3" cal.)	48 trees (3" cal.) + 1 existing (#1929)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	112 parking spaces	840 s.f.	17,666 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	112 parking spaces	12 trees (3" cal.)	22 new trees (3" cal.) + 1 existing (#1929)
**All parking spaces to be located within a 50 ft. avg. of parking lot tree.			
PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	Screening shrubs (3' ht.)

File: Z:\2018\18164\Drawings\Zoning\SHEETS\18164 CONCEPT LANDSCAPE PLAN
Plotted: 1/3/2019 11:02 AM, by Priesen, Jamerson; Saved: 1/3/2019 10:49 AM, by priesen

LEGEND



NATURAL ZONE

OPEN SPACE ZONE

DETENTION POND ZONE

REFER EXHIBIT "B" DEVELOPMENT STANDARDS FOR REGULATIONS

OWNER/DEVELOPER
FM 2499 VENTURE, LLC
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TEXAS 75039
Ph. 469-533-4131
Contact: MR. JIMMY ARCHIE

18164

OSF

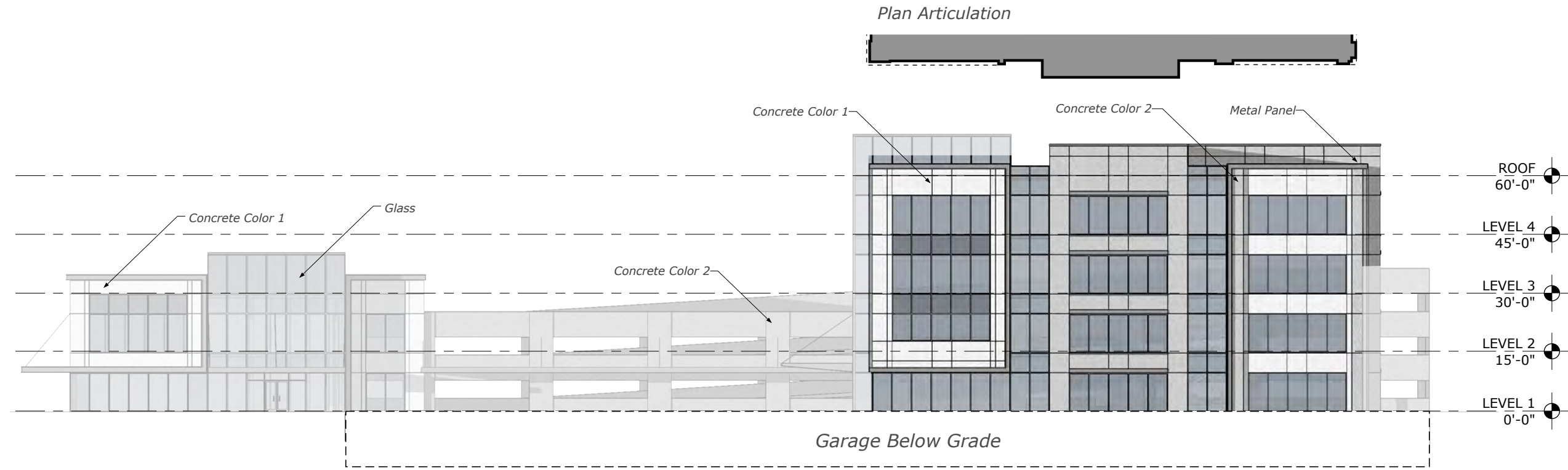
PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 1/3/2019

REGISTERED LANDSCAPE ARCHITECT
JAMESON PINSON
2826

2826



Drawn By: MH
Date: 07/30/2018
Scale: 1"=40'
Revisions:
09/07/2018

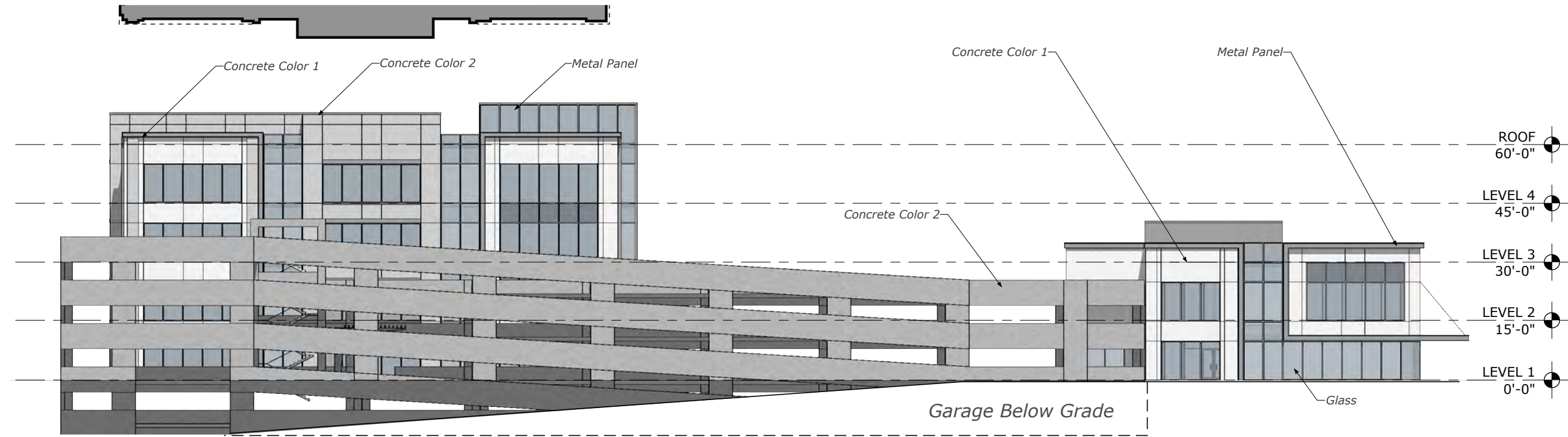


1 :: NORTH ELEVATION

ELEV scale: 1" = 30'

BLDG 1 - Office	North	
	SF	%
Total Facade SF	9,184	
Total Facade SF (excluding Doors & Windows)	3,619	
Doors & Windows	5,106	55.6 %
Primary Masonry Material		
Concrete	3,160	87.3 %
Secondary Masonry Material		
Painted Metal Panels	459	12.7 %

BLDG 2 - Small Office + Garage	North	
	SF	%
Total Facade SF	12,942	
Total Facade SF (excluding Doors & Windows)	10,365	
Doors & Windows	2,295	17.7 %
Primary Material Totals		
Concrete	10,082	97.3 %
Secondary Material Totals		
Painted Metal Panels	282	2.7 %



2 :: SOUTH ELEVATION

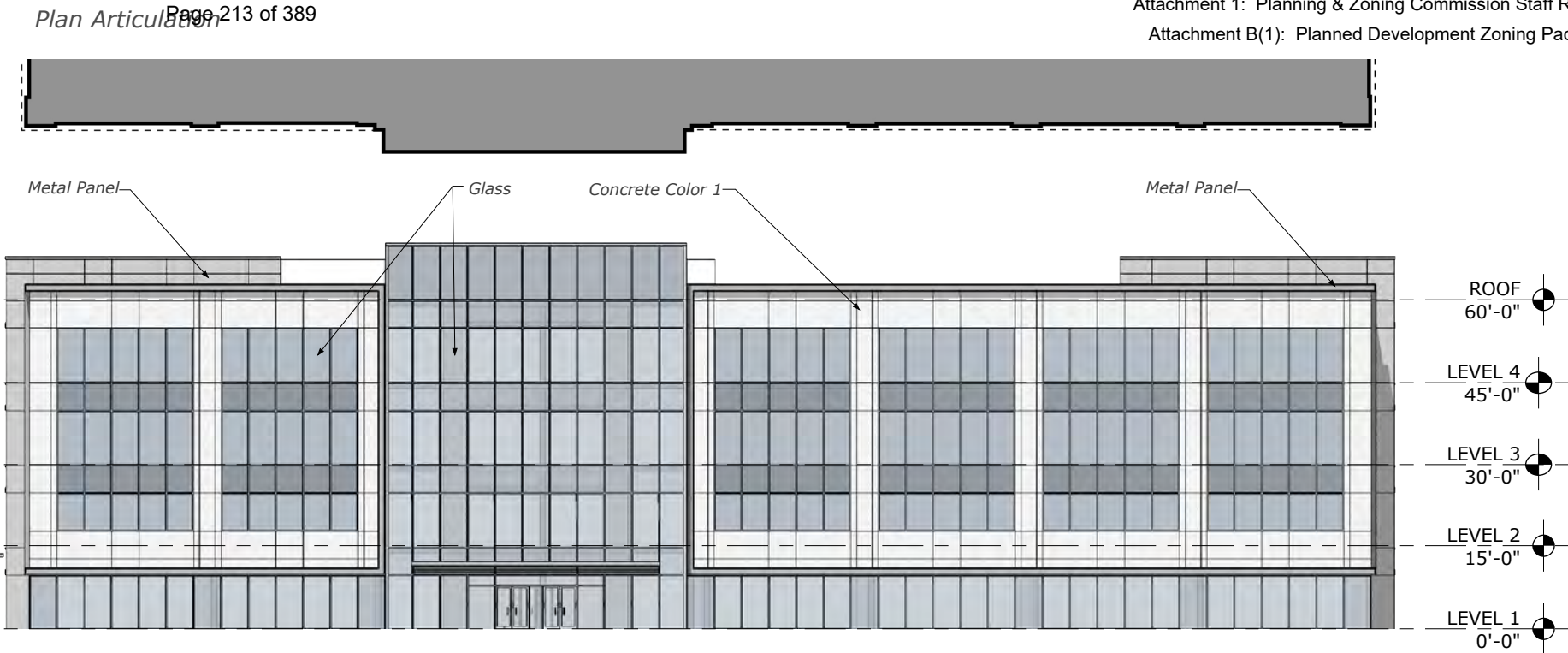
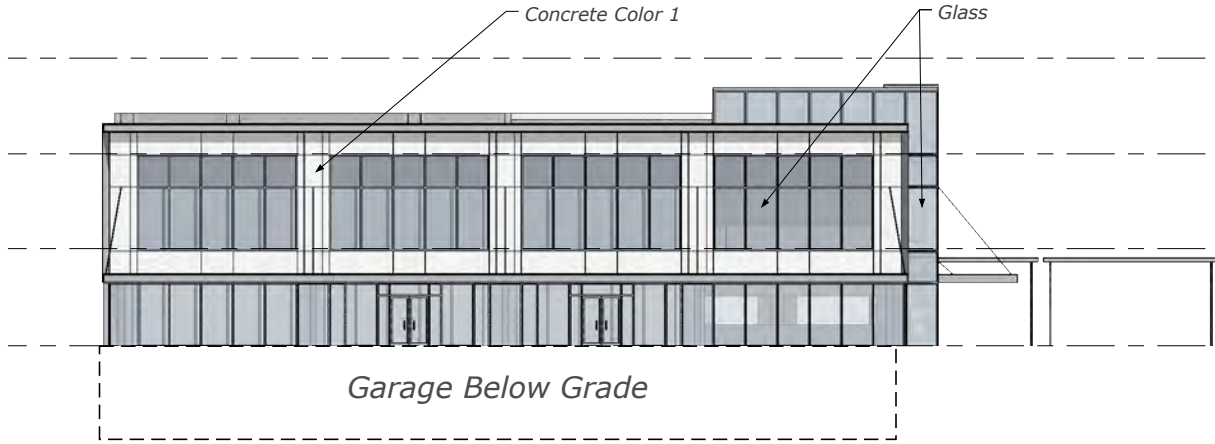
ELEV scale: 1" = 30'

BLDG 1 - Office	South	
	SF	%
Total Facade SF	9,182	
Total Facade SF (excluding Doors & Windows)	3,606	
Doors & Windows	5,122	55.8 %
Primary Masonry Material		
Concrete	3,151	87.4 %
Secondary Masonry Material		
Painted Metal Panels	454	12.6 %

BLDG 2 - Small Office + Garage	South	
	SF	%
Total Facade SF	12,980	
Total Facade SF (excluding Doors & Windows)	11,338	
Doors & Windows	1,374	10.6 %
Primary Material Totals		
Concrete	11,069	97.6 %
Secondary Material Totals		
Painted Metal Panels	268	2.4 %

BLDG 1 - Office	East	
	SF	%
Total Facade SF	17,724	
Total Facade SF (excluding Doors & Windows)	5,597	
Doors & Windows	11,287	63.7%
Primary Masonry Material		
Concrete	4,755	85 %
Secondary Masonry Material		
Painted Metal Panels	840	15 %

BLDG 2 - Small Office + Garage	East	
	SF	%
Total Facade SF	4,898	
Total Facade SF (excluding Doors & Windows)	1,521	
Doors & Windows	3,310	63.9 %
Primary Material Totals		
Concrete	1,274	83.8 %
Secondary Material Totals		
Painted Metal Panels	247	16.2 %



EAST ELEVATION ::

1

scale: 1" = 30'

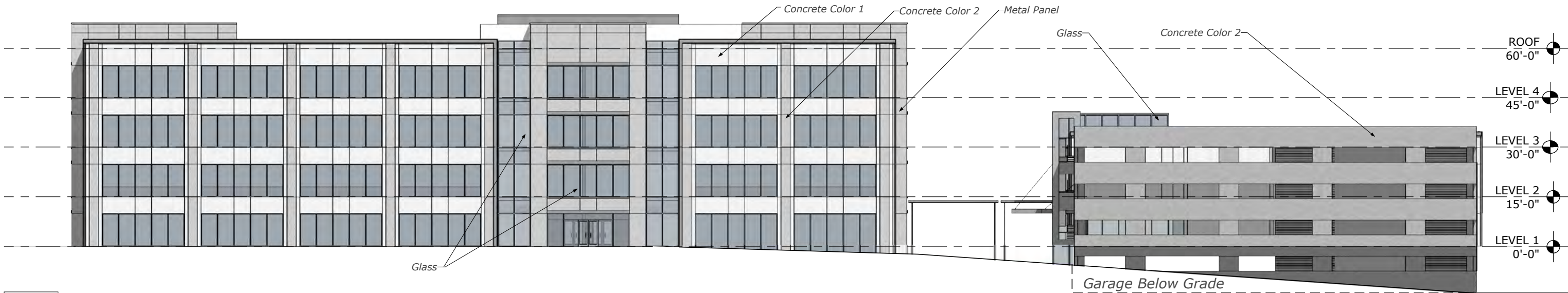
ELEV

Plan Articulation



BLDG 1 - Office	West	
	SF	%
Total Facade SF	17,305	
Total Facade SF (excluding Doors & Windows)	8,555	
Doors & Windows	8,287	47.9 %
Primary Masonry Material		
Concrete	8,091	94.6 %
Secondary Masonry Material		
Painted Metal Panels	463	5.4 %

BLDG 2 - Small Office + Garage	West	
	SF	%
Total Facade SF	N/A	
Total Facade SF (excluding Doors & Windows)	N/A	
Doors & Windows	N/A	
Primary Material Totals		
Concrete	N/A	
Secondary Material Totals		
Painted Metal Panels	N/A	



2

WEST ELEVATION

ELEV

scale: 1" = 30'

Building 1 - Office											Building 2 - Small Office + Garage										
		North	%	South	%	East	%	West	%				North	%	South	%	East	%	West	%	
1	Total Façade SF	9,184		9,182		17,724		17,305			1	Total Façade SF	12,942		12,980		4,898		N/A		
2	Façade SF (exluding doors & windows)	3,619		3,606		5,597		8,555			2	Façade SF (exluding doors & windows)	10,365		11,338		1,521		N/A		
3	Doors & Windows	5,106	55.5	5,122	55.7	11,287	63.6	8,287	47.8		3	Doors & Windows	2,295	17.7	1,374	10.5	3,130	63.9	N/A		
4	Primary Masonry Totals	3,160	87.3	3,151	87.3	4,755	84.9	8,091	94.5		4	Primary Masonry Totals	10,082	97.2	11,069	97.6	1,274	83.7			
	Brick SF (as applicable)	N/A		N/A		N/A		N/A				Brick SF (as applicable)	N/A		N/A		N/A		N/A		
	Stone SF (as applicable)	N/A		N/A		N/A		N/A				Stone SF (as applicable)	N/A		N/A		N/A		N/A		
	Stucco SF (as applicable)	N/A		N/A		N/A		N/A				Stucco SF (as applicable)	N/A		N/A		N/A		N/A		
	Concerete SF (as applicable)	3,160	34.4	3,151	34.3	4,788	27.0	8,091	46.7			Concerete SF (as applicable)	537	4.1	1,209	9.3	1,336	27.2	N/A		
5	Secondary Masonry Totals	459	12.6	454	12.5	850	15.0	463	5.4		5	Secondary Masonry Totals	282	2.7	268	2.3	247	16.2			
	EIFS SF (as applicable)	N/A		N/A		N/A		N/A				EIFS SF (as applicable)	N/A		N/A		N/A		N/A		
	Hardiplank SF (as applicable)	N/A		N/A		N/A		N/A				Hardiplank SF (as applicable)	N/A		N/A		N/A		N/A		
	Painted Metal Panel	459	12.6	454	12.5	840	15.0	463	5.4			Painted Metal Panel	282	2.7	268	2.3	247	16.2	N/A		
		*NOTE: Per paragraph 5.3 of the Urban Design plan, 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, the remaining 20 % on the same building elevation shall be limited to hand-laid brick or stone.																			



LAKESIDE TOWNHOMES



STONE
CORONADO FRENCH COUNTRY VILLA OR SIMILAR



TILE ROOF
BORAL ROOFINC RUSTIC MADERA OR SIMILAR



STUCCO/EIFS
CAVERN



STUCCO/EIFS
MOONSTONE

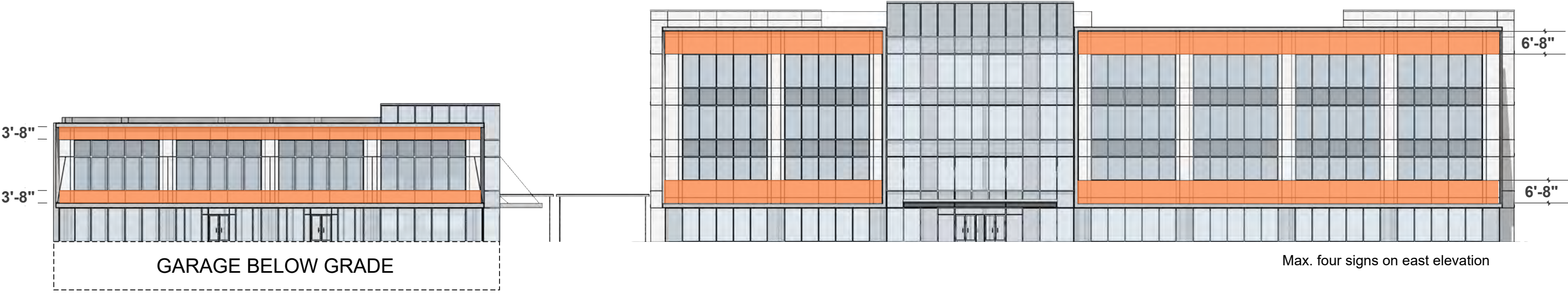


BRONZE
WINDOW, DOOR, GUTTER AND
RAILING

AREA TABULATION:		
	FRONT	REAR
PRIMARY MASONRY TOTAL	961 S.F. (31%)	720 S.F. (31%)
STONE S.F.	961 S.F. (31%)	720 S.F. (31%)
SECONDARY MASONRY TOTAL	1113 S.F. (63%)	1017 S.F. (63%)
STUCCO S.F.	1113 S.F. (60%)	1017 S.F. (60%)
DOOR/WINDOW S.F.	729 S.F.	982 S.F.
TOTAL FACADE S.F.	2803 S.F.	2719 S.F.



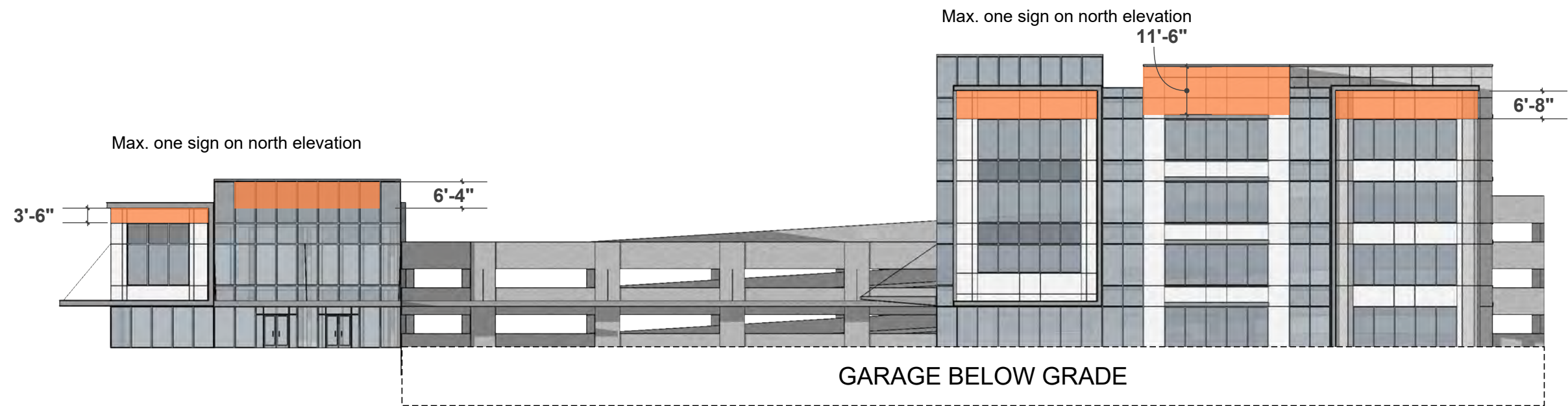




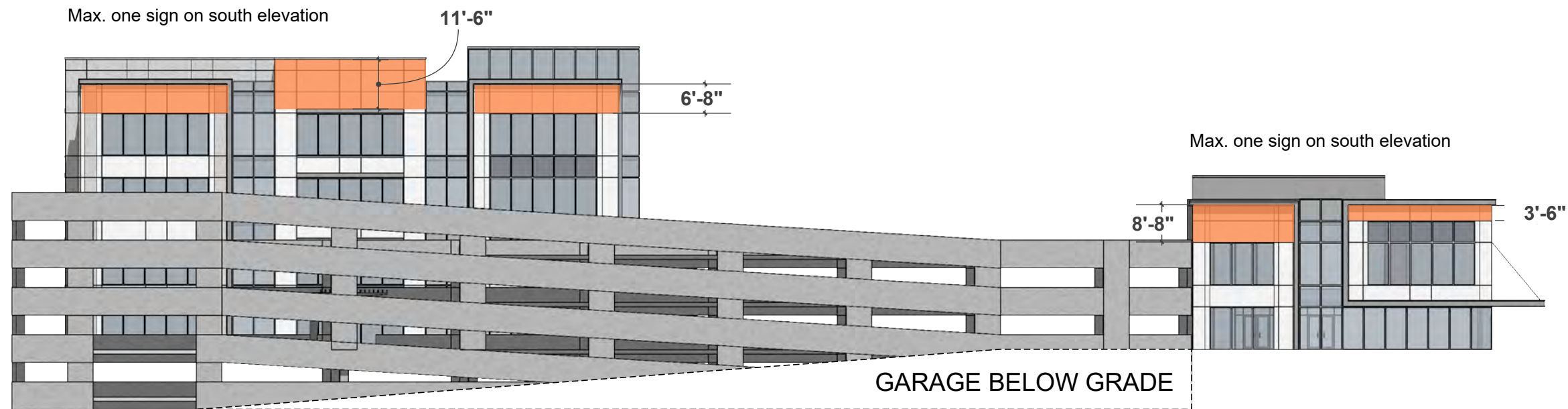
01 :: FRONT FACADE
ELEV scale: 1"=30'



02 :: REAR FACADE
ELEV scale: 1"=30'



01 :: RIGHT SIDE FACADE
ELEV scale: 1"=30'



02 :: LEFT SIDE FACADE
ELEV scale: 1"=30'

16'

 **REALTY CAPITAL**

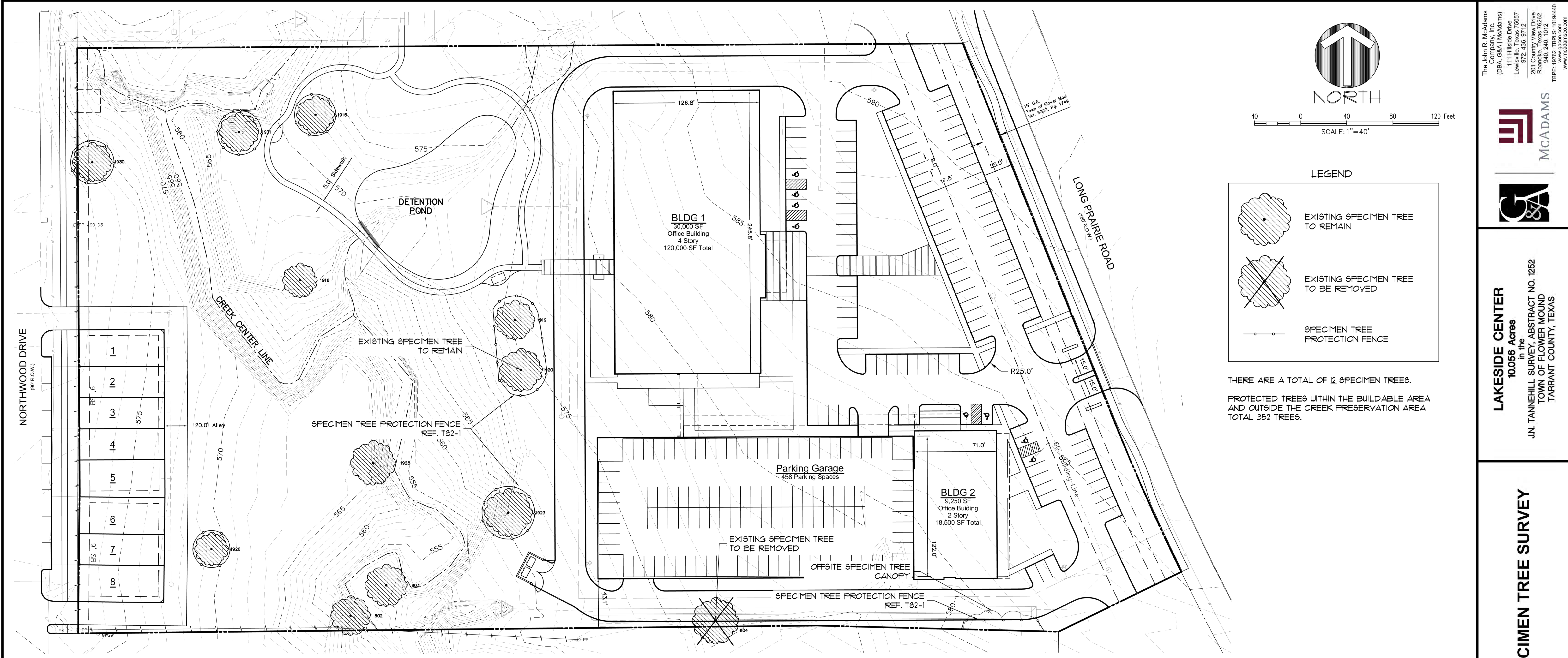
NOW LEASING!

Lakeside Corporate Office
4-Story · 120,000 SF



469-533-4131
Jimmy Archie

12'



LEGEND

EXISTING SPECIMEN TREE TO REMAIN

EXISTING SPECIMEN TREE TO BE REMOVED

SPECIMEN TREE PROTECTION FENCE

THERE ARE A TOTAL OF 12 SPECIMEN TREES.

PROTECTED TREES WITHIN THE BUILDABLE AREA AND OUTSIDE THE CREEK PRESERVATION AREA TOTAL 352 TREES.

SPECIMEN TREE CHART

LIST #	TREE #	CAL. INCH	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	CANOPY DIA.	REMARKS
1	802	23	POST OAK	Quercus stellata	Yes	Yes	No	34'	
2	803	24.5	POST OAK	Quercus stellata	Yes	Yes	No	36'	
3	804	27	POST OAK	Quercus stellata	Yes	Yes	Yes	40'	
4	1915	22	POST OAK	Quercus stellata	Yes	Yes	No	33'	
5	1918	22	POST OAK	Quercus stellata	Yes	Yes	No	30'	
6	1919	23	POST OAK	Quercus stellata	Yes	Yes	No	34'	
8	1920	25	POST OAK	Quercus stellata	Yes	Yes	No	37'	
8	1923	28	POST OAK	Quercus stellata	Yes	Yes	No	42'	
9	1926	19.5	CEDAR ELM	Ulmus crassifolia	Yes	Yes	No	29'	Slight Storm Damage
10	1928	26	POST OAK	Quercus stellata	Yes	Yes	No	39'	
11	1930	23	POST OAK	Quercus stellata	Yes	Yes	No	35'	
12	1931	23	POST OAK	Quercus stellata	Yes	Yes	No	35	

The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 County View Drive
Rowlett, TX 75087
972.435.9712
TBP#: 19762 TBP#: 10194440
www.gas.com



LAKESIDE CENTER
10,056 Acres
in the
JUN. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

SPECIMEN TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
FOR CONSTRUCTION,
AND IS NOT INTENDED FOR BIDDING,
BIDDING, OR PERMITTING
JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.
DATED 1/3/2019



Drawn By: MH
Date: 07/30/2018
Scale: 1"=40'
Revisions:
09/12/2018
11/28/2018

18164

TS1

OWNER/DEVELOPER
FM 2499 VENTURE, LLC
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TEXAS 75039
Ph. 469-533-4131
Contact: MR. JIMMY ARCHIE

A. QUALITY ASSURANCE

- ### B. JOB CONDITIONS

- ### C. PRODUCTS

- #### D. DEFINITIONS

- ### E. PRE-CONSTRUCTION TREE PRUNING

- ## F. TREE REMOVAL

- ### G. TREE PROTECTION

- numbers should be identified



SPECIMEN TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
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BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT # 286
DATED 1/3/2019
REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PINSON
2826
SAS

Drawn By: MH
Date: 07/30/2018
Scale: #####
Revisions:
09/12/2018
11/28/2018

18164

TS2

OWNER/DEVELOPER
FM 2499 VENTURE, LLC
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TEXAS 75039
Ph. 469-533-4131
Contact: MR. JIMMY ARCHIE

**Exhibit “B”
Development Standards**

**Planned Development District - 169 (PD-169)
Lakeside Center**

The development on the property comprising approximately 10 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

I. Campus Commercial District (CC)

Development of the Campus Commercial District area designated on Exhibit “C”, comprising of approximately 10 acres, shall be in compliance with all regulations applicable to the Campus Commercial District (CC) uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- A. PERMITTED USES. The uses listed as Permitted Uses in Campus Commercial District (CC) in the Town’s Zoning Ordinance except as otherwise listed herein may be permitted in the areas designated on Exhibit “C” as Campus Commercial District (CC) areas. The following uses shall be prohibited with PD-169

1. Railroad track;
2. Recreation Center, public;
3. Telephone equipment station.

- B. SPECIFIC USES. The uses listed as Specific Uses in Campus Commercial District (CC) in the Town’s Zoning Ordinance, except as otherwise listed herein, may be permitted in the areas designated on Exhibit “C” as Campus Commercial District (CC) areas subject to approval of a Specific Use Permit (SUP) by the Town Council:

1. Car wash, automatic;
2. Car wash, full-service;
3. Convenience store with gasoline sales;
4. Electrical energy generating plant;
5. Recycling dropoff center;

- C. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Commercial District (CC) in the Town’s Zoning Ordinance may be permitted in areas designated on Exhibit “C” as Campus Commercial District (CC) only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Campus Commercial District (CC) in the Town's Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum front yard. There shall be a minimum front yard of 60 feet along major thoroughfares in the Campus Commercial District (CC) areas. Parking may be permitted in the front yard but shall be prohibited in the required landscape buffer described below. There shall be no minimum front yard requirement along all other roadways.
2. Minimum rear yard. There shall be no minimum rear yard requirement in the Campus Commercial District (CC) areas.
3. Maximum lot coverage. There shall be no maximum lot coverage requirement in the Campus Commercial District (CC) areas.
4. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the Campus Commercial District (CC) areas.

E. LANDSCAPE, HARDSCAPE AND SCREENING. The following landscaping, hardscaping, and screening requirements shall apply to areas designated on Exhibit "D" as Campus Commercial District (CC) areas:

1. There shall be a minimum landscape buffer of 25 feet along FM 2499.
2. All undeveloped areas of the street yard along FM 2499 shall be landscaped a minimum of 35 percent.
3. Enhanced landscaping shall mean incorporating additional trees, shrubs, ground cover, seasonal landscaping above the minimum required by the Town's Code of Ordinances.
 - a. There shall be a minimum of 1,500 square feet of enhanced landscaping (excluding additional trees) within the street buffer along parking areas.
 - b. There shall be a minimum of 4,500 square feet of enhanced landscaping throughout the development, exclusive of the street buffer enhanced landscaping.
4. A compatibility landscape buffer along the south property line of the PD boundary shall not be required.
5. There shall be a minimum of three (3) amenity areas provided throughout the development: the central open space, the entrance plaza, and the south plaza as shown on Exhibit "D".
6. A minimum of 4,100 square feet of enhanced pavement shall be constructed. Enhanced pavement is defined as pavement that is either stamped, stained, or combination thereof, or concrete pavers, or other type of textured pavement.

G. OPEN SPACE REQUIREMENTS. The following open space requirements shall apply to areas designated on Exhibit "E" as Campus Commercial District (CC) areas:

1. There shall be a minimum of 40% of land area used for open space purposes throughout the entire Planned Development property. Open Space is defined as area designated as Central Open Space as shown on Exhibit "E" within the Planned Development that is accessible to the public, has a physical location that runs north to south along the existing stream, and shall contain improvements that serve as a sense of place for gathering, allow for passive recreation and exercise or relaxation, and preserves natural environment.
2. Detention areas may be either grass sloped edges or hard edges and shall be permitted in the central open space area. However, the detention area shall not extend into the natural zone as shown on Exhibit "E", the conceptual Open Space Plan.
3. Trails within open space areas shall have a minimum width of five feet and may be stone walkways, concrete, patterned concrete, or decomposed granite with binder, and shall have pedestrian lighting.
 - a. The trail around the pond shall provide a connection to the north and to Building No.1. There shall be a minimum of two bump-outs along the pond trail. Each bump out shall include a seating element (bench, natural rocks, or a combination), one shade tree and minimum of 30 square feet of enhanced landscaping.
4. The central open space area, landscape buffer, amenities, and enhanced pavement/landscaping shall be maintained by the Property Owner's Association.
5. Retaining walls four feet or taller shall be landscaped to relieve the visual effect of the long expanse of the clad wall.
6. The central open space area shall consist of three zones. These zones are listed below with descriptions and use of each zone. Each shall endeavor to preserve as much of the existing topography and trees of the central open space area as possible.
 - a. Natural Zone
 - i. The existing stream, specimen trees, natural topography, and rock outcroppings shall be preserved.
 - ii. May be selectively cleared and grubbed provided that no heavy machinery is used. May remove trees/saplings that are two inches or less in caliper, vines, and shrubs.
 - iii. Maintenance of this zone may include yearly or biannual clearing of deceased trees in accordance to Section I. 6.a.ii. Natural Zone area shall be kept free of debris/trash.
 - iv. Native and riparian plant material shall be re-established if impacted by clearing and grubbing. .
 - v. A nature trail may be allowed so long as they are surfaced with natural materials and remain permeable. Town approval of nature trail is subject to requirements under Section I.G.8.
 - vi. Grading is prohibited in this zone unless necessary for restoration or drainage.
 - b. Detention Pond Zone
 - i. The zone shall be designed to provide storm water detention/retention for the development.

- ii. If retention is used, aeration shall be required in the pond.
 - iii. The pond size may change in order to meet on site detention requirements in accordance with Section I.G.2.
 - iv. Areas disturbed by grading shall be re-established with vegetative material.
 - v. Detention Pond area shall be kept free of debris/trash.
- c. Open Space Zone
- The Open Space Zone is a passive recreational zone which allows the following activity:
- i. Clearing and grubbing is permitted within this zone.
 - ii. Tree protection per the town's ordinance applies.
 - iii. Selective grading for improvements is permitted For the purpose of this section, "selective grading" means that grading is only allowed to reasonably accommodate a proposed improvement. The Town shall determine if the grading request can reasonably accommodate the proposed improvement.
 - iv. Open Space Zone shall be re-established with vegetative cover, such as grass (sod or hydromulch) where grading disturbance occurs for improvements in order to control erosion.
 - v. There shall be a minimum of 15 shade trees installed in and/or around the detention pond (Trees may also be within the Detention Pond Zone). Said trees shall be conducive to saturated soil conditions.
 - vi. Open Space Zone shall be kept free of debris/trash.
7. The following amenities/plaza areas shall be provided:
- a. Entrance Plaza and Front Open Space consisting of the following:
 - i. Minimum of 9,000 square feet of total area
 - ii. Enhanced pavement
 - iii. Enhanced landscaping
 - iv. Pedestrian scale lighting
 - b. South Plaza (area between Building 1 and Parking Garage) consisting of the following:
 - i. Minimum of 5,000 square feet of total area
 - ii. Shade structure with a minimum area of 400 square feet
 - iii. Seating area consisting of a minimum of four (specify number) benches, seat walls, and/or tables and chairs
 - iv. Enhanced pavement
 - v. Enhanced landscaping
 - vi. Pedestrian scale lighting
8. Administration of construction activity in the Central Open Space: Construction activity including, but not limited to grading, clearing, grubbing, building, and reestablishment of disturbed areas within the Central Open Space (collectively "Construction Activity") is subject to review and approval by the Town. As a part of the review, the Town may require detailed plans to show the extent of impact within each zone and proposed restoration plan to mitigate the impacts to the Central Open Space area.
9. A wetland delineation shall be performed to determine if the existing creek is a Waters of the US and the preparation of a Wetlands Delineation and Jurisdictional

Determination Report may be required to obtain the necessary approvals if impact to the creek is proposed.

10. The Tree Protection Plan shall comply with the Town's tree ordinance except as listed herein:

If any of the eleven specimen trees dies within 12 months after final acceptance from the Town for this development, then the tree must be replaced with three, two and one-half to three-inch caliper tree. Replacement trees shall be of a species listed on the town's approved mitigation and replacement tree planting list. Replacement trees shall have a minimum height of at least six feet, and shall be planted in locations approved by the tree preservation and enforcement officer or authorized designee."

- H. NON-RESIDENTIAL ARCHITECTURAL STANDARDS. The following architectural standards shall apply to areas designated on Exhibit "F" as Campus Commercial District (CC) areas:

1. There shall be a unified design theme consistent with the attached Architectural Imagery Package, Exhibit "F".
2. Buildings shall use a combination of materials that complement the design theme. Building design shall be a sleek and linear modern look with minimum detailing for simplicity and clarity which is consistent with the theme.
3. Entrances to buildings shall be clearly identified to pedestrians and motorists and shall be accentuated by the use of canopies, porticos, recessed wall planes, overhangs or other similar features that are compatible with the architectural style.
4. Building materials shall include the following:
 - a. Primary masonry materials (as depicted on Concept Elevations, Exhibit "D") shall consist of a minimum of 80% of each exterior façade, excluding doors and windows, and shall consist of the following materials:
 - i. Stucco
 - ii. Tilt WallHowever, brick and stone may be used as a substitute primary masonry material.
 - b. Secondary materials shall consist of a maximum of 20% of each exterior façade, excluding doors and windows, and may consist of the following materials:
 - i. Architectural Metal
 - ii. EIFS
5. Primary building colors consisting of neutral and earth tones such as brown, olive, gray, and white, or shades thereof, shall comprise a minimum of 80% of the building façade including miscellaneous tributary, ancillary architectural elements such as canopies, balconies, trim, etc. Accent colors shall relate to the primary colors and may comprise the remainder. The use of striking accent colors that do not relate to the primary colors are prohibited. For the purpose of this section, striking color means bold, bright and/or florescent colors.

6. Exposed grade beams around the buildings shall include details and patterns that provide interest to the concrete beam component. Such detail can be accomplished by patterned scoring, casting, texturing or their finishing treatment.
 - a. Parapets or screening are required on flat roofs so that any roof top equipment is not visible from the street right-of-way.
7. Garage Elevations: Exterior facades of the garage must comply with the following standards:
 1. North and south facades must incorporate a repeating pattern that includes color, texture, and/or material change. In addition, vertical elements shall be incorporated to the facade design in order to create a repeating pattern. This can be achieved through the use of projections or offsets. A wall with a minimum height of 42 inches to screen parked vehicles shall be required and must utilize design elements from the main building.
 2. Elevator and stair shafts must be architecturally designed.

II. Townhome District - Single Family Attached (SF-A)

Development of the Townhome District area designated on Exhibit "F", comprising of approximately 0.658 acres, shall be in compliance with all regulations applicable to the Single Family Attached District (SF-A) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- A. PERMITTED USES. The uses listed as Permitted Uses in the Single Family Attached District (SF-A) in the Town's Zoning Ordinance may be permitted in the areas designated on Exhibit "C" as Townhome District.
- B. SPECIFIC USES. The uses listed as Specific Uses in the Single Family Attached District (SF-A) may be permitted in the areas designated on Exhibit "C" as Townhome District.
- C. TEMPORARY USES. The uses listed as Temporary Uses in the Single Family Attached District (SF-A) in the Town's Zoning Ordinance may be permitted in the areas designated on Exhibit "C" as Townhome District areas only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".
- D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Single Family Attached (SF-A) in the Town's Zoning Ordinance shall be required for areas designated on Exhibit "C" as Townhome District except as otherwise listed herein:
 1. Minimum lot area per dwelling. The minimum lot area per dwelling unit shall be 1,800 square feet.
 2. Minimum lot width. The minimum lot width shall be 27 feet.
 3. Minimum front yard. There shall be no minimum front yard requirement.
 4. Minimum side yard. There shall be no minimum side yard requirement.

5. Minimum rear yard. The minimum rear yard shall be five feet.
 6. Maximum lot coverage. The maximum lot coverage shall be 90 percent.
 7. Maximum floor area ratio. There shall be no maximum floor area ratio requirement.
 8. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet.
- E. TOWNHOME ELEVATIONS. The following architectural standards shall apply to areas designated on Exhibit "F" as Townhome District:
1. The architecture of the townhomes shall be consistent with the attached Conceptual Elevations of the Townhomes, Exhibit "#".
 2. Primary building materials shall consist of a minimum of 80% of each exterior façade and shall consist of the following materials:
 - a. Stone
 - b. Stucco
 3. Roofs materials shall consist of concrete (or similar) tile.
 4. Each unit shall have a covered balcony with metal railing.

III. **Miscellaneous Standards**

The following standards shall apply to the entire Planned Development.

- A. PARKING. This Planned Development shall be subject to the following parking standards:
- Based on the submitted Parking Study, the office uses will have a minimum parking requirement of 3 spaces per 1,000 square feet and a maximum of 5 spaces per 1,000 square feet.
- B. ADMINISTRATION. There shall be established Lakeside Center Property Owners' Association (POA). Said association shall file Covenants, Conditions, and Restrictions (CC&Rs) in the Denton County Real Property Records at the same time the Record Plat is being filed and said POA shall be responsible for the maintenance of the following:
1. Open space areas;
 2. Site landscaping and amenity areas;
 3. Parking garage;
 4. Other items as listed in the CC&Rs.
- C. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to an approved Environmental Protection Plan.
- D. SIGNAGE. As part of this PD, the following signage regulations shall serve as a Comprehensive Sign Package for PD-169. Proposed signage shall comply with the following requirements:

1. Wall signs:

- a. Wall signs shall be permitted in the locations shown on the attached "Signage Areas", Exhibit G.
- b. For building number one, the standards for wall signs shall be as follows:
 - i. Maximum Sign Height: seventy-two (72) inches
 - ii. Maximum Sign Width: fifty (50) feet
 - iii. The maximum number of permitted tenant signs per building elevation are as follows: four signs on the east elevation, two signs on the west elevation, one sign on the north elevation, and one sign on the south elevation.
 - iv. On the east elevation, a maximum of two signs are permitted on either side of the main front entrance and only one sign is permitted on the top sign band and one on the bottom sign band on each side of the entry of the building.
 - v. On the west elevation, a maximum of one sign is permitted on either side of the rear entrance and each sign may be on the top sign band of the building.
 - vi. On the north and south building elevation, the one permitted sign on each elevation may be on the top sign band of the building.
- c. For building number two, the standards for wall signs shall be as follows:
 - i. Maximum Sign Height: forty (40) inches
 - ii. Maximum Sign Width: fifty (50) feet
 - iii. The maximum number of permitted tenant signs per building elevation are as follows: four signs on the east elevation, one sign on the north elevation, and one sign on the south elevation.
 - iv. On the east elevation, a maximum of two signs are permitted on the top sign band and a maximum of two signs are permitted on the bottom sign band of the building.
 - v. On the north and south building elevation, the one permitted sign on each elevation may be on the top sign band of the building.

2. Ground signs (no exhibit):

- a. A maximum of two (2) ground signs shall be permitted for the office component and they may be located within the landscape buffer along FM 2499.
- b. Signs shall be setback from the existing right-of-way line a minimum distance of five (5) feet.
- c. Signs may be located no closer than fifty (50) feet from each other.
- d. The dimensional requirements of ground signs shall be as follows:
 - i. Maximum height: ten (10) feet
 - ii. Maximum width: fifteen (15) feet
 - iii. Maximum area: one hundred and fifty (150) square feet
- e. A masonry border around the perimeter of the sign shall be required consistent with the Ground Sign standards outlined in the code of ordinances for the Town of Flower Mound.

3. Leasing Sign:

- a. A temporary leasing sign shall be permitted in accordance with the Town's regulations except as otherwise listed herein:

- i. Said sign may have a total sign area of one hundred and ninety-two (192) square feet.
 - ii. The maximum height shall be twenty (20) feet.
 - iii. The sign shall be setback from the existing right-of-way line a minimum distance of five (5) feet.
 - iv. The said leasing sign expires five years from the Town approval date of the final inspection of Building 2.
- F. PHASING. The first phase of development shall include the detention reservoirs, fire lanes, median cuts/turn lanes to support the first phase, curb cuts, utilities within Phase 1, perimeter landscaping (Exhibit C), creek area. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.
- G. TRAFFIC. A Traffic Impact Analysis (TIA) shall be a requirement by the Town for the Site Plan. It shall be completed prior to consideration of the Site Plan by the Planning and Zoning Commission. Any requirements of the TIA shall be incorporated into the associated site plan.
- H. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.
 1. Meritorious Architecture – Urban Design Plan, Section 1.2.
The proposed architecture is unique and shall be deemed as 'meritorious'.
 - a. Façade Articulation – Urban Design Plan, Section 4.1
Building No. 1: Waiting on language from the applicant.
 - b. Façade Materials – Urban Design Plan, Section 5.1
Building No. 2: All facades may have up to 70% doors and windows.
 - c. Façade Materials – Urban Design Plan, Section 5.2
Building No.1: East elevation may have up to 71% doors and windows. Percentage of doors and windows on all other facades shall not exceed 60% of the total area per façade.
 - d. Façade Materials – Urban Design Plan, Section 5.3
Architectural metal may be used a secondary masonry material.
 - e. Façade Colors – Urban Design Plan, Section 6.1
Shades of Gray may be used as primary or secondary colors on all facades.
 2. Upland Habitat - SMARTGrowth.
Since this development has been classified as an Economic Development project per the approved 380 Agreement, the Upland Habitat requirements of the Town's SMARTGrowth program, specifically Environmental Quality, shall not apply to the non-residential areas.
 3. Compatibility Buffer – Section 82-302 and Compatibility Setback – Section 82-303.
A sixty (60) foot compatibility setback and twenty-five (25) foot landscape buffer with a screening wall, shall not be required along the south property line.

4. Reduced Landscape Buffer along FM 2499 – A minimum twenty-five (25) foot landscape buffer is required along FM 2499.
5. Parking Deviation: Parking shall be in accordance with Section III. A.
6. Detention Pond (dry): An exception to the Town's Engineering Design Criteria to allow detention pond to serve this office development.

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 10.05 ACRES OF LAND SITUATED IN THE J. N. TANNEHILL SURVEY, ABSTRACT NUMBER 1252, FROM AGRICULTURAL DISTRICT (A) AND A PORTION OF PLANNED DEVELOPMENT DISTRICT NO. 31 (PD-31) TO PLANNED DEVELOPMENT DISTRICT NO. 169 (PD-169) WITH BOTH NON-RESIDENTIAL AND RESIDENTIAL USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as 10.05 acres of land situated in the J. N. Tannehill Survey, Abstract Number 1252, have filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) and a portion of Planned Development District No. 31 (PD-31) to Planned Development District No. 169 (PD-169) with both non-residential and residential uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 28, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 4, 2019, with respect to the proposed planned development district as described herein; and,

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

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area to establish a planned development district as shown below:

10.05 acres of land situated in the J.N. Tannehill Survey, Abstract Number 1252, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 169 (PD-169) with both non-residential and residential uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, conceptual open space plan, conceptual elevations, and comprehensive sign package of the proposed Planned Development District No. 169 (PD-169), attached hereto as Exhibits "B," "C," "D," "E," "F," and "G," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, conceptual open space plan, conceptual elevations, and comprehensive sign package for this Planned Development District No. 169 (PD-169).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 169 (PD-169), as set forth above.

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4TH DAY OF FEBRUARY, 2019.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit "A" – Legal Description

10.059 Acres
J. N. Tannehill Survey, Abstract No. 1252
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the J. N. Tannehill Survey, Abstract No. 1252, Town of Flower Mound, Denton County, Texas, and being all that certain tract of land described in deed to FMCC Land, L.P., recorded in Document No. 2010-28290, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch rebar with cap stamped "*BRITTLAN & CRAWFORD*" found at the southeast corner of Lot 1, Block B, Lakeside DFW, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document No. 2013-170, Plat Records, Denton County, Texas, same being the northeast corner of said FMCC Land tract, and being in the westerly line of F.M. 2499;

THENCE S 21°51'50" E, with the westerly line of F.M. 2499, a distance of 939.14 feet 1/2 inch rebar found at the southeast corner of said FMCC Land tract, same being the northeast corner of that certain tract of land described in deed to Joe G. Roach, et al, recorded in Instrument No. 2008-120554, Official Records, Denton County, Texas;

THENCE S 89°41'50" W, with the south line of said FMCC Land tract and the north line of said Roach tract, a distance of 768.42 feet to a 1/2 inch rebar with cap stamped "*DAA*" found at the northwest corner of said Roach tract and being in the east line of Northwood Drive;

THENCE N 00°18'40" W, with the east line of Northwood Drive, a distance of 884.06 feet to a 1/2 inch rebar with cap stamped "*G&A CONSULTANTS*" set in the south line of Lot 2X of said Block B;

THENCE S 88°51'50" E, with the south line of said Lakeside DFW, a distance of 423.56 feet to the **POINT OF BEGINNING** and containing approximately 10.056 acres of land.

**Exhibit “B”
Development Standards**

**Planned Development District - 169 (PD-169)
Lakeside Center**

The development on the property comprising approximately 10 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

I. Campus Commercial District (CC)

Development of the Campus Commercial District area designated on Exhibit “C”, comprising of approximately 10 acres, shall be in compliance with all regulations applicable to the Campus Commercial District (CC) uses contained in the Town’s Land Development Regulations as amended, except as otherwise provided in this Ordinance.

A. PERMITTED USES. The uses listed as Permitted Uses in Campus Commercial District (CC) in the Town’s Zoning Ordinance except as otherwise listed herein may be permitted in the areas designated on Exhibit “C” as Campus Commercial District (CC) areas. The following uses shall be prohibited within PD-169:

1. Railroad track;
2. Recreation Center, public;
3. Telephone equipment station.

B. SPECIFIC USES. The uses listed as Specific Uses in Campus Commercial District (CC) in the Town’s Zoning Ordinance, except as otherwise listed herein, may be permitted in the areas designated on Exhibit “C” as Campus Commercial District (CC) areas subject to approval of a Specific Use Permit (SUP) by the Town Council:

1. Car wash, automatic;
2. Car wash, full-service;
3. Convenience store with gasoline sales;
4. Electrical energy generating plant;
5. Recycling dropoff center;

C. TEMPORARY USES. The uses listed as Temporary Uses in the Campus Commercial District (CC) in the Town’s Zoning Ordinance may be permitted in areas designated on Exhibit “C” as Campus Commercial District (CC) only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Campus Commercial District (CC) in the Town's Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum front yard. There shall be a minimum front yard of 60 feet along major thoroughfares in the Campus Commercial District (CC) areas. Parking may be permitted in the front yard but shall be prohibited in the required landscape buffer described below. There shall be no minimum front yard requirement along all other roadways.
2. Minimum rear yard. There shall be no minimum rear yard requirement in the Campus Commercial District (CC) areas.
3. Maximum lot coverage. There shall be no maximum lot coverage requirement in the Campus Commercial District (CC) areas.
4. Maximum floor area ratio. There shall be no maximum floor area ratio requirement in the Campus Commercial District (CC) areas.

E. LANDSCAPE, HARDSCAPE AND SCREENING. The following landscaping, hardscaping, and screening requirements shall apply to areas designated on Exhibit "D" as Campus Commercial District (CC) areas:

1. There shall be a minimum landscape buffer of 25 feet along FM 2499.
2. All undeveloped areas of the street yard along FM 2499 shall be landscaped a minimum of 35 percent.
3. Enhanced landscaping shall mean incorporating additional trees, shrubs, ground cover, seasonal landscaping above the minimum required by the Town's Code of Ordinances.
 - a. There shall be a minimum of 1,500 square feet of enhanced landscaping (excluding additional trees) within the street buffer along parking areas.
 - b. There shall be a minimum of 4,500 square feet of enhanced landscaping throughout the development, exclusive of the street buffer enhanced landscaping.
4. A compatibility landscape buffer along the south property line of the PD boundary shall not be required.
5. There shall be a minimum of three (3) amenity areas provided throughout the development: the central open space, the entrance plaza, and the south plaza as shown on Exhibit "D".
6. A minimum of 4,100 square feet of enhanced pavement shall be constructed. Enhanced pavement is defined as pavement that is either stamped, stained, or combination thereof, or concrete pavers, or other type of textured pavement.

G. OPEN SPACE REQUIREMENTS. The following open space requirements shall apply to areas designated on Exhibit "E" as Campus Commercial District (CC) areas:

1. There shall be a minimum of 40% of land area used for open space purposes throughout the entire Planned Development property. Open Space is defined as area designated as Central Open Space as shown on Exhibit "E" within the Planned Development that is accessible to the public, has a physical location that runs north to south along the existing stream, and shall contain improvements that serve as a sense of place for gathering, allow for passive recreation and exercise or relaxation, and preserves natural environment.
2. Detention areas may be either grass sloped edges or hard edges and shall be permitted in the central open space area. However, the detention area shall not extend into the natural zone as shown on Exhibit "E", the conceptual Open Space Plan.
3. Trails within open space areas shall have a minimum width of five feet and may be stone walkways, concrete, patterned concrete, or decomposed granite with binder, and shall have pedestrian lighting.
 - a. The trail around the pond shall provide a connection to the north and to Building No.1. There shall be a minimum of two bump-outs along the pond trail. Each bump out shall include a seating element (bench, natural rocks, or a combination), one shade tree and minimum of 30 square feet of enhanced landscaping.
4. The central open space area, landscape buffer, amenities, and enhanced pavement/landscaping shall be maintained by the Property Owner's Association.
5. Retaining walls four feet or taller shall be landscaped to relieve the visual effect of the long expanse of the clad wall.
6. The central open space area shall consist of three zones. These zones are listed below with descriptions and use of each zone. Each shall endeavor to preserve as much of the existing topography and trees of the central open space area as possible.
 - a. Natural Zone
 - i. The existing stream, specimen trees, natural topography, and rock outcroppings shall be preserved.
 - ii. May be selectively cleared and grubbed provided that no heavy machinery is used. May remove trees/saplings that are two inches or less in caliper, vines, and shrubs.
 - iii. Maintenance of this zone may include yearly or biannual clearing of deceased trees in accordance with Section I.6.a.ii. herein. Natural Zone area shall be kept free of debris/trash.
 - iv. Native and riparian plant material shall be re-established if impacted by clearing and grubbing.
 - v. A nature trail may be allowed so long as they are surfaced with natural materials and remain permeable. Town approval of nature trail is subject to requirements under Section I.G.8. herein.
 - vi. Grading is prohibited in this zone unless necessary for restoration or drainage.
 - b. Detention Pond Zone
 - i. The zone shall be designed to provide storm water detention/retention for the development.

- ii. If retention is used, aeration shall be required in the pond.
- iii. The pond size may change in order to meet on site detention requirements in accordance with Section I.G.2. herein.
- iv. Areas disturbed by grading shall be re-established with vegetative material.
- v. Detention Pond area shall be kept free of debris/trash.

c. Open Space Zone

The Open Space Zone is a passive recreational zone which allows the following activity:

- i. Clearing and grubbing is permitted within this zone.
- ii. Tree protection per the town's ordinance applies.
- iii. Selective grading for improvements is permitted for the purpose of this section, "selective grading" means that grading is only allowed to reasonably accommodate a proposed improvement. The Town shall determine if the grading request can reasonably accommodate the proposed improvement.
- iv. Open Space Zone shall be re-established with vegetative cover, such as grass (sod or hydromulch) where grading disturbance occurs for improvements in order to control erosion.
- v. There shall be a minimum of 15 shade trees installed in and/or around the detention pond (Trees may also be within the Detention Pond Zone). Said trees shall be conducive to saturated soil conditions.
- vi. Open Space Zone shall be kept free of debris/trash.

7. The following amenities/plaza areas shall be provided:

- a. Entrance Plaza and Front Open Space consisting of the following:
 - i. Minimum of 9,000 square feet of total area
 - ii. Enhanced pavement
 - iii. Enhanced landscaping
 - iv. Pedestrian scale lighting
- b. South Plaza (area between Building 1 and Parking Garage) consisting of the following:
 - i. Minimum of 5,000 square feet of total area
 - ii. Shade structure with a minimum area of 400 square feet
 - iii. Seating area consisting of a minimum of four (4) benches, seat walls, and/or tables and chairs
 - iv. Enhanced pavement
 - v. Enhanced landscaping
 - vi. Pedestrian scale lighting

8. Administration of construction activity in the Central Open Space: Construction activity including, but not limited to grading, clearing, grubbing, building, and reestablishment of disturbed areas within the Central Open Space (collectively "Construction Activity") is subject to review and approval by the Town. As a part of the review, the Town may require detailed plans to show the extent of impact within each zone and proposed restoration plan to mitigate the impacts to the Central Open Space area. The Town shall issue a permit for the Construction Activity once the Town determines, at its reasonable discretion, the activity will not have a negative impact on erosion, natural habitat, drainage, or flooding.

9. A wetland delineation shall be performed to determine if the existing creek is a Waters of the US and the preparation of a Wetlands Delineation and Jurisdictional Determination Report may be required to obtain the necessary approvals if impact to the creek is proposed.

10. The Tree Protection Plan shall comply with the Town's tree ordinance except as listed herein:

If any of the eleven specimen trees dies within 12 months after final acceptance from the Town for this development, then the tree must be replaced with three, two and one-half to three-inch caliper trees. Replacement trees shall be of a species listed on the town's approved mitigation and replacement tree planting list. Replacement trees shall have a minimum height of at least six feet, and shall be planted in locations approved by the tree preservation and enforcement officer or authorized designee.

- H. NON-RESIDENTIAL ARCHITECTURAL STANDARDS. The following architectural standards shall apply to areas designated on Exhibit "F" as Campus Commercial District (CC) areas:

1. There shall be a unified design theme consistent with the attached Architectural Imagery Package, Exhibit "F".
2. Buildings shall use a combination of materials that complement the design theme. Building design shall be a sleek and linear modern look with minimum detailing for simplicity and clarity which is consistent with the theme.
3. Entrances to buildings shall be clearly identified to pedestrians and motorists and shall be accentuated by the use of canopies, porticos, recessed wall planes, overhangs or other similar features that are compatible with the architectural style.
4. Building materials shall include the following:
 - a. Primary masonry materials (as depicted on Concept Elevations, Exhibit "D") shall consist of a minimum of 80% of each exterior façade, excluding doors and windows, and shall consist of the following materials:
 - i. Stucco
 - ii. Tilt WallHowever, brick and stone may be used as a substitute primary masonry material.
 - b. Secondary materials shall consist of a maximum of 20% of each exterior façade, excluding doors and windows, and may consist of the following materials:
 - i. Architectural Metal
 - ii. EIFS
5. Primary building colors consisting of neutral and earth tones such as brown, olive, gray, and white, or shades thereof, shall comprise a minimum of 80% of the building façade including miscellaneous tributary, ancillary architectural elements such as canopies, balconies, trim, etc. Accent colors shall relate to the primary colors and may comprise the remainder. The use of striking accent colors that do not relate to the primary colors are prohibited. For the purpose of this section, striking color means bold, bright and/or florescent colors.

6. Exposed grade beams around the buildings shall include details and patterns that provide interest to the concrete beam component. Such detail can be accomplished by patterned scoring, casting, texturing or their finishing treatment.
 - a. Parapets or screening are required on flat roofs so that any roof top equipment is not visible from the street right-of-way.
7. Garage Elevations: Exterior facades of the garage must comply with the following standards:
 1. North and south facades must incorporate a repeating pattern that includes color, texture, and/or material change. In addition, vertical elements shall be incorporated to the facade design in order to create a repeating pattern. This can be achieved through the use of projections or offsets. A wall with a minimum height of 42 inches to screen parked vehicles shall be required and must utilize design elements from the main building.
 2. Elevator and stair shafts shall be located internal to the garage.

II. Townhome District - Single Family Attached (SF-A)

Development of the Townhome District area designated on Exhibit "C", comprising of approximately 0.658 acres, shall be in compliance with all regulations applicable to the Single Family Attached District (SF-A) uses contained in the Town's Land Development Regulations as amended, except as otherwise provided in this Ordinance.

- A. PERMITTED USES. The uses listed as Permitted Uses in the Single Family Attached District (SF-A) in the Town's Zoning Ordinance may be permitted in the areas designated on Exhibit "C" as Townhome District.
- B. SPECIFIC USES. The uses listed as Specific Uses in the Single Family Attached District (SF-A) may be permitted in the areas designated on Exhibit "C" as Townhome District.
- C. TEMPORARY USES. The uses listed as Temporary Uses in the Single Family Attached District (SF-A) in the Town's Zoning Ordinance may be permitted in the areas designated on Exhibit "C" as Townhome District areas only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".
- D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Single Family Attached (SF-A) in the Town's Zoning Ordinance shall be required for areas designated on Exhibit "C" as Townhome District except as otherwise listed herein:
 1. Minimum lot area per dwelling. The minimum lot area per dwelling unit shall be 1,800 square feet.
 2. Minimum lot width. The minimum lot width shall be 27 feet.
 3. Minimum front yard. There shall be no minimum front yard requirement.
 4. Minimum side yard. There shall be no minimum side yard requirement.

5. Minimum rear yard. The minimum rear yard shall be five feet.
 6. Maximum lot coverage. The maximum lot coverage shall be 90 percent.
 7. Maximum floor area ratio. There shall be no maximum floor area ratio requirement.
 8. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet.
- E. TOWNHOME ELEVATIONS. The following architectural standards shall apply to areas designated on Exhibit "C" as Townhome District:
1. The architecture of the townhomes shall be consistent with the attached Conceptual Elevations of the Townhomes, Exhibit "F".
 2. Primary building materials shall consist of a minimum of 80% of each exterior façade and shall consist of the following materials:
 - a. Stone
 - b. Stucco
 3. Roofs materials shall consist of concrete (or similar) tile.
 4. Each unit shall have a covered balcony with metal railing.

III. **Miscellaneous Standards**

The following standards shall apply to the entire Planned Development.

- A. PARKING. This Planned Development shall be subject to the following parking standards:
- Based on the submitted Parking Study, the office uses will have a minimum parking requirement of 3 spaces per 1,000 square feet and a maximum of 5 spaces per 1,000 square feet.
- B. ADMINISTRATION. There shall be established Lakeside Center Property Owners' Association (POA). Said association shall file Covenants, Conditions, and Restrictions (CC&Rs) in the Denton County Real Property Records at the same time the Record Plat is being filed and said POA shall be responsible for the maintenance of the following:
1. Open space areas;
 2. Site landscaping and amenity areas;
 3. Parking garage;
 4. Other items as listed in the CC&Rs.
- C. ENVIRONMENTAL PROTECTION PLAN. This Planned Development is subject to an approved Environmental Protection Plan.
- D. SIGNAGE. As part of this PD, the following signage regulations shall serve as a Comprehensive Sign Package for PD-169. Proposed wall, ground, and leasing signage

shall be permitted as shown on Exhibit “G” – Comprehensive Sign Package and shall comply with the following requirements:

1. Wall signs:

- a. Wall signs shall be permitted in the locations shown on Exhibit G, “Signage Areas”.
- b. For building number one, the standards for wall signs shall be as follows:
 - i. Maximum Sign Height: seventy-two (72) inches
 - ii. Maximum Sign Width: fifty (50) feet
 - iii. The maximum number of permitted tenant signs per building elevation are as follows: four signs on the east elevation, two signs on the west elevation, one sign on the north elevation, and one sign on the south elevation.
 - iv. On the east elevation, a maximum of two signs are permitted on either side of the main front entrance and only one sign is permitted on the top sign band and one on the bottom sign band on each side of the entry of the building.
 - v. On the west elevation, a maximum of one sign is permitted on either side of the rear entrance and each sign may be on the top sign band of the building.
 - vi. On the north and south building elevation, the one permitted sign on each elevation may be on the top sign band of the building.
- c. For building number two, the standards for wall signs shall be as follows:
 - i. Maximum Sign Height: forty (40) inches
 - ii. Maximum Sign Width: fifty (50) feet
 - iii. The maximum number of permitted tenant signs per building elevation are as follows: four signs on the east elevation, one sign on the north elevation, and one sign on the south elevation.
 - iv. On the east elevation, a maximum of two signs are permitted on the top sign band and a maximum of two signs are permitted on the bottom sign band of the building.
 - v. On the north and south building elevation, the one permitted sign on each elevation may be on the top sign band of the building.

2. Ground signs:

- a. A maximum of two (2) ground signs shall be permitted for the office component and they may be located within the landscape buffer along FM 2499.
- b. Signs shall be setback from the existing right-of-way line a minimum distance of five (5) feet.
- c. Signs may be located no closer than fifty (50) feet from each other.
- d. The dimensional requirements of ground signs shall be as follows:
 - i. Maximum height: ten (10) feet
 - ii. Maximum width: fifteen (15) feet
 - iii. Maximum area: one hundred and fifty (150) square feet
- e. A masonry border around the perimeter of the sign shall be required consistent with the Ground Sign standards outlined in the code of ordinances for the Town of Flower Mound.

3. Leasing Sign:

- a. A temporary leasing sign shall be permitted in accordance with the Town's regulations except as otherwise listed herein:
 - i. Said sign may have a total sign area of one hundred and ninety-two (192) square feet.
 - ii. The maximum height shall be twenty (20) feet.
 - iii. The sign shall be setback from the existing right-of-way line a minimum distance of five (5) feet.
 - iv. The said leasing sign expires five years from the Town approval date of the final inspection of Building 2.

F. PHASING. The first phase of development shall include the detention reservoirs, fire lanes, median cuts/turn lanes to support the first phase, curb cuts, utilities within Phase 1, perimeter landscaping (Exhibit C), creek area. A Certificate of Occupancy shall not be issued for the first building until all of the above improvements are complete.

G. TRAFFIC. A Traffic Impact Analysis (TIA) shall be a requirement by the Town for the Site Plan. It shall be completed prior to consideration of the Site Plan by the Planning and Zoning Commission. Any requirements of the TIA shall be incorporated into the associated site plan.

H. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Meritorious Architecture – Urban Design Plan, Section 1.2.

The proposed architecture as reflected in Exhibit "F" is unique and shall be deemed as 'meritorious'.

a. Façade Articulation – Urban Design Plan, Sections 3.2 and 4.1

East Elevation

Building 1: minimum 1 vertical articulation with a 2' min offset; 1 horizontal articulation with 10" (inch) offset

Building 2: no vertical articulation required; minimum 1 horizontal articulation with 10" offset

West Elevation

Building 1: minimum 1 vertical articulation with a 2' offset; no horizontal articulation required

Building 2: N/A (covered by garage)

North Elevation

Building 1: minimum 1 vertical articulation with a 2' offset; 1 horizontal articulation with 10" offset

Building 2: minimum 1 vertical articulation with a 2' offset; 1 horizontal articulation with 10" offset

South Elevation

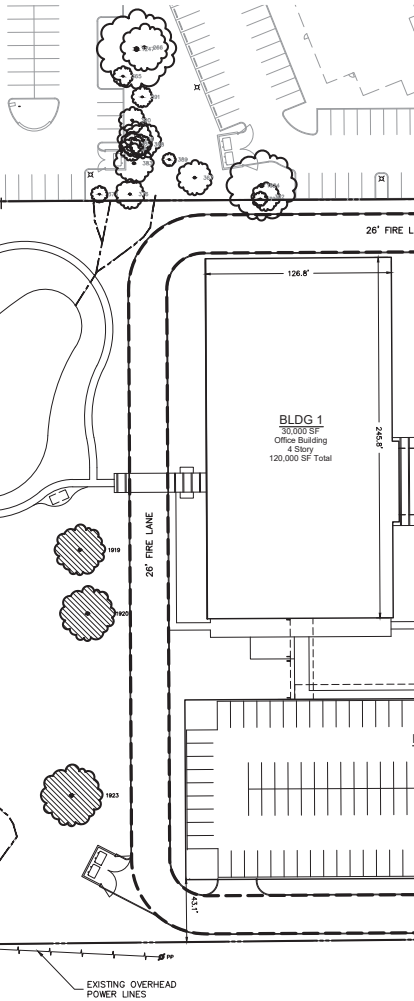
Building 1: minimum 1 vertical articulation with a 2' offset; 1 horizontal articulation with 10" offset

Building 2: no vertical articulation required; 1 horizontal articulation with 10" offset

- b. Façade Materials – Urban Design Plan, Section 5.1
Building No. 2: All facades may have up to 70% doors and windows.
 - c. Façade Materials – Urban Design Plan, Section 5.2
Building No.1: East elevation may have up to 71% doors and windows. Percentage of doors and windows on all other facades shall not exceed 60% of the total area per façade.
 - d. Façade Materials – Urban Design Plan, Section 5.3
Architectural metal may be used a secondary masonry material.
 - e. Façade Colors – Urban Design Plan, Section 6.1
Shades of Gray may be used as primary or secondary colors on all facades.
- 2. Upland Habitat - SMARTGrowth.
Since this development has been classified as an Economic Development project per the approved 380 Agreement, the Upland Habitat requirements of the Town's SMARTGrowth program, specifically Environmental Quality, shall not apply to the non-residential areas.
 - 3. Compatibility Buffer – Section 82-302 and Compatibility Setback – Section 82-303.
A sixty (60) foot compatibility setback and twenty-five (25) foot landscape buffer with a screening wall, shall not be required along the south property line.
 - 4. Reduced Landscape Buffer along FM 2499 – A minimum twenty-five (25) foot landscape buffer is required along FM 2499.
 - 5. Parking Deviation: Parking shall be in accordance with Section III.A. herein.
 - 6. Detention Pond (dry): An exception to the Town's Engineering Design Criteria to allow detention pond to serve this office development.

GENERAL NOTES

1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.



NON-RESIDENTIAL PARKING TABLE - LAKESIDE CENTER			
Physical Address	TBD		
Gross Site Area	10.056 A:	438,036 SF	
Net Site Area	10.056 A:	438,036 SF	
Parking Summary			
LAKESIDE CENTER	Min. Required	Max. Required	Provided
Building 1	400	480	85
Building 2	62	74	27
Parking Garage	0	0	458
Total Parking	462	554	570

BUILDING SUMMARY - LAKESIDE CENTER			
BUILDING	SQUARE FEET	USE	# OF STORIES
1	120,000	OFFICE	4
2	18,500	OFFICE	2

RESIDENTIAL PARKING TABLE - LAKESIDE CENTER			
Future On Street Parking	Required	Provided	
Parking for Future Residential	16	16	
Total Parking	16	24	

LAKESIDE CENTER
10056 Acres
JUN TANEHILL SURVEY, ABSTRACT NO. 1922
TARRANT COUNTY, TEXAS

CONCEPT PLAN

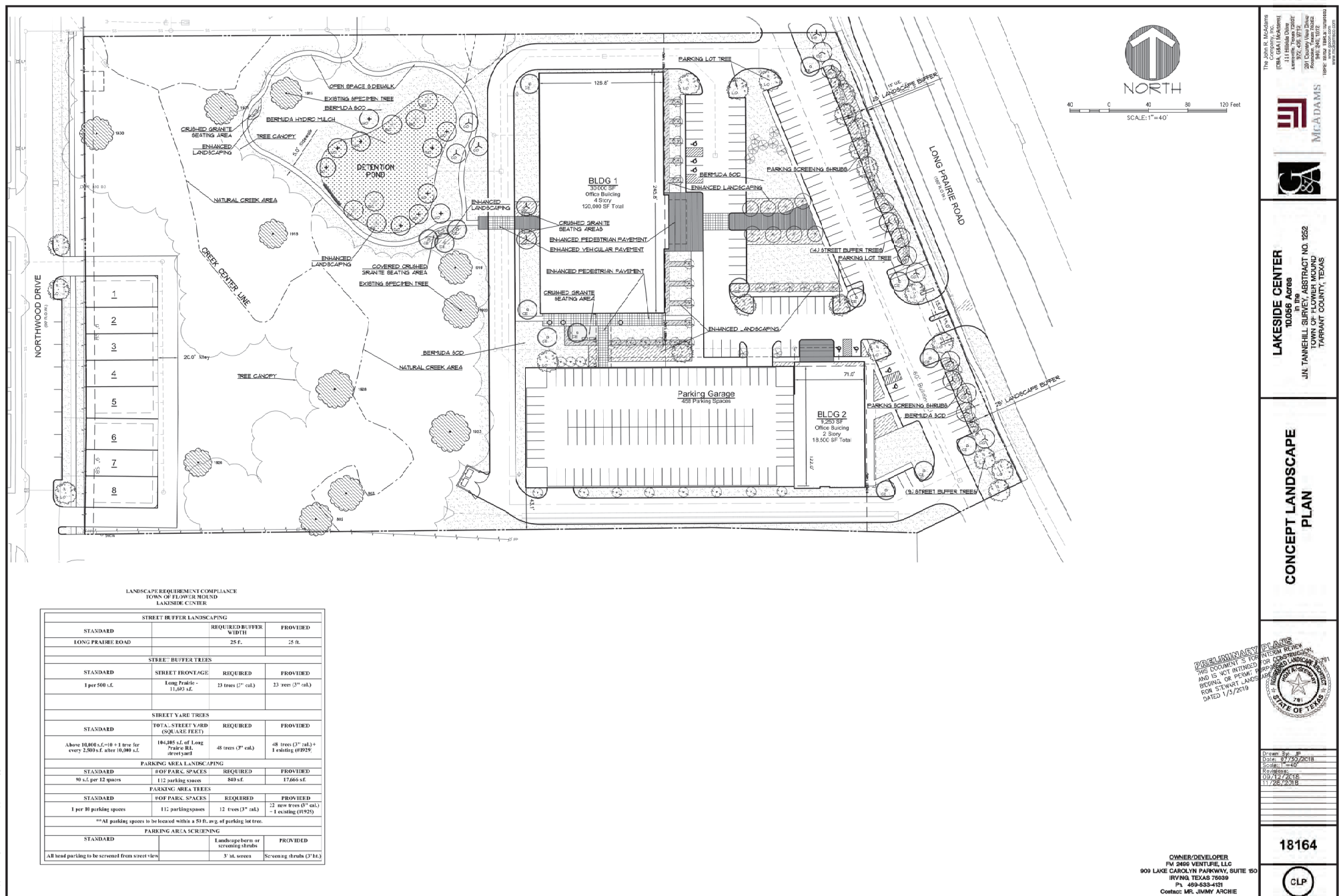
PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
DRA: J. MCADAMS
TBP: 19762
ROBERT JOHN DOLLAH, JR.
P.E. #06698
DATE 1/4/2019

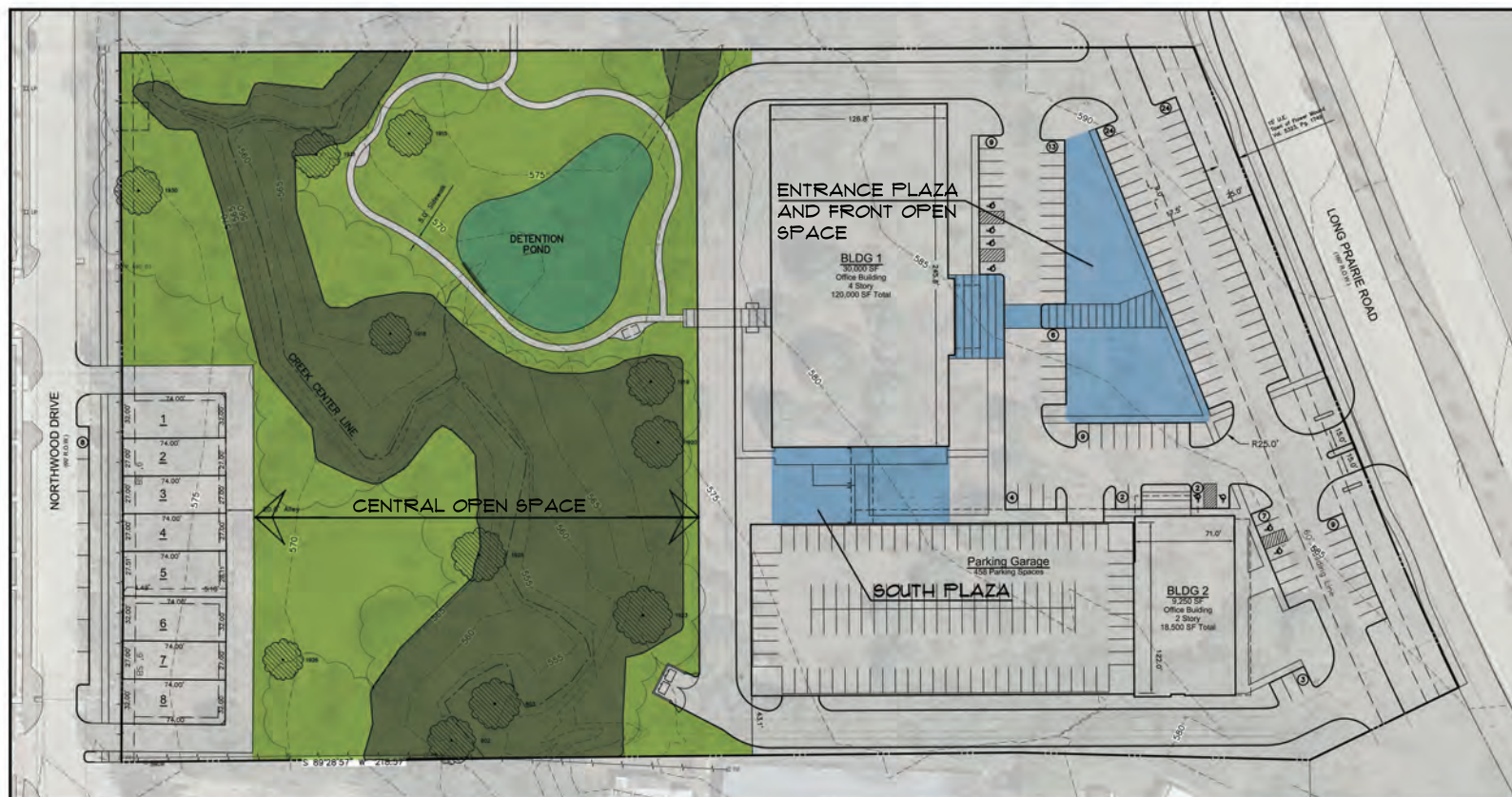
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Date: 07/20/2018
Scale: 1" = 40'
Revisions:
09/27/2018
11/20/2018
01/04/2019

18164

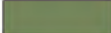
OWNER/DEVELOPER
PM 2400 VENTURE, LLC
808 LAKE CAROLYN PARKWAY, SUITE 100
IRVING, TEXAS 75039
PH: 469-553-4391
Contact: MFL JIMMY ARDRE

CP





LEGEND

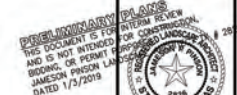
	NATURAL ZONE
	OPEN SPACE ZONE
	DETENTION POND ZONE

REFER EXHIBIT "B" DEVELOPMENT STANDARDS FOR REGULATIONS



LAKESIDE CENTER
in the
10.066 Acres
JUN. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
TARRANT COUNTY, TEXAS

OPEN SPACE AMENITY PLAN

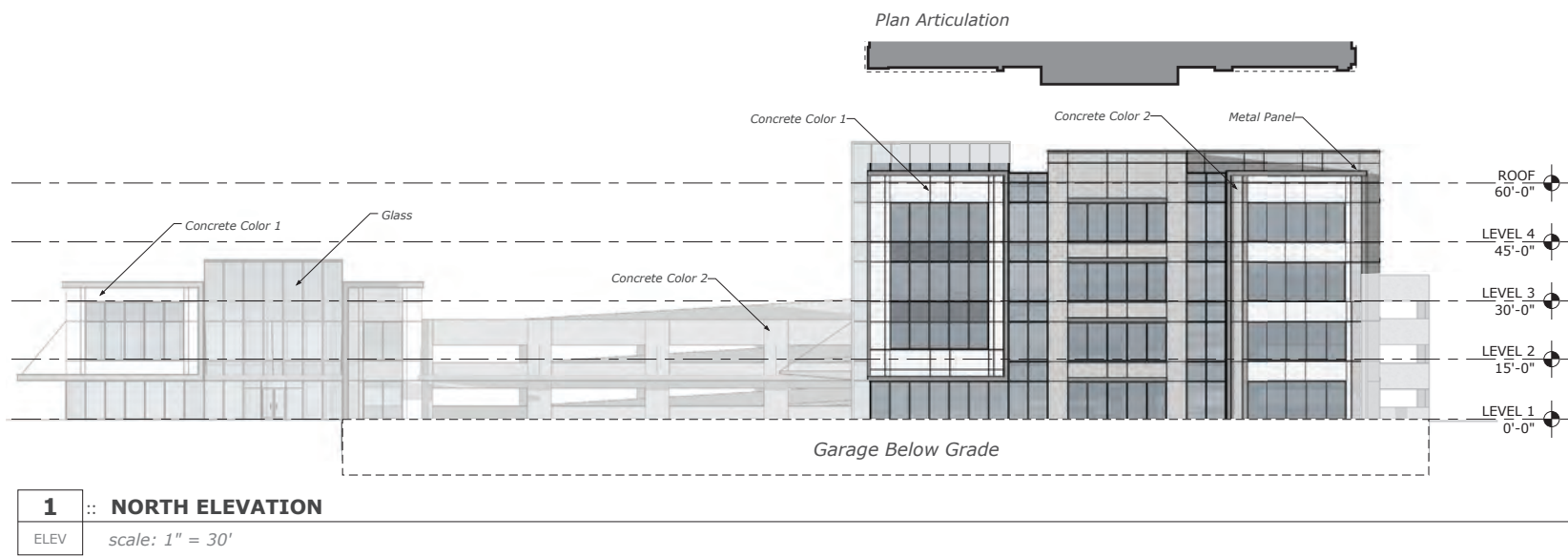


OWNER: FM 2499 VENTURE, LLC
DATE: 07/27/2018
SCALE: 1"=40'
PROJECT: 18164

18164

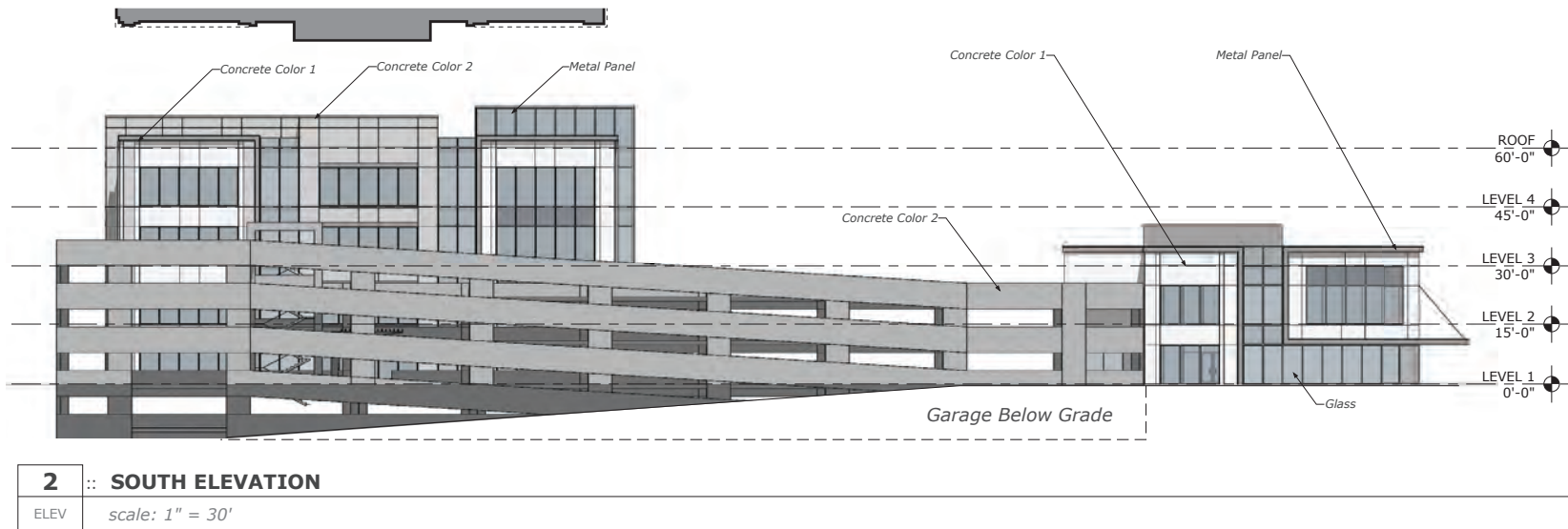
OSP

OWNER/DEVELOPER
FM 2499 VENTURE, LLC
909 LAKE CAROLYN PARKWAY, SUITE 900
IRVING, TEXAS 75039
PH: 469-553-4151
CONTACT: MR. JIMMY ARCHIE



BLDG 1 - Office	North	
	SF	%
Total Facade SF	9,184	
Total Facade SF (excluding Doors & Windows)	3,619	
Doors & Windows	5,106	55.6 %
Primary Masonry Material		
Concrete	3,160	87.3 %
Secondary Masonry Material		
Painted Metal Panels	459	12.7 %

BLDG 2 - Small Office + Garage	North	
	SF	%
Total Facade SF	12,942	
Total Facade SF (excluding Doors & Windows)	10,365	
Doors & Windows	2,295	17.7 %
Primary Material Totals		
Concrete	10,082	97.3 %
Secondary Material Totals		
Painted Metal Panels	282	2.7 %



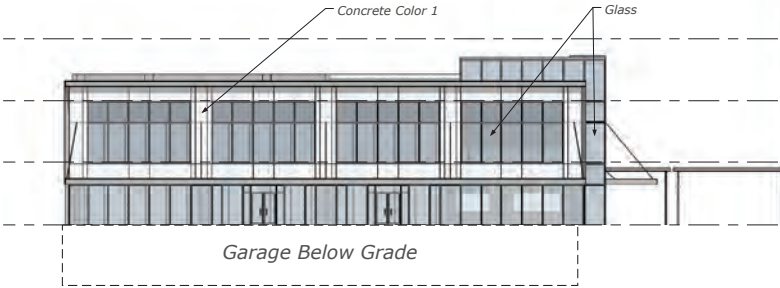
BLDG 1 - Office	South	
	SF	%
Total Facade SF	9,182	
Total Facade SF (excluding Doors & Windows)	3,606	
Doors & Windows	5,122	55.8 %
Primary Masonry Material		
Concrete	3,151	87.4 %
Secondary Masonry Material		
Painted Metal Panels	454	12.6 %

BLDG 2 - Small Office + Garage	South	
	SF	%
Total Facade SF	12,980	
Total Facade SF (excluding Doors & Windows)	11,338	
Doors & Windows	1,374	10.6 %
Primary Material Totals		
Concrete	11,069	97.6 %
Secondary Material Totals		
Painted Metal Panels	268	2.4 %

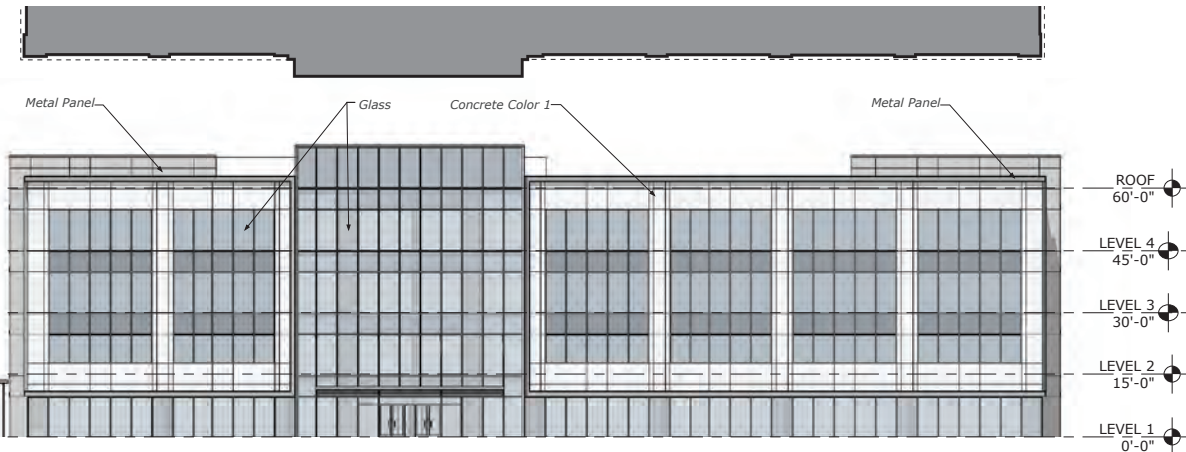
Ordinance No. _____

BLDG 1 - Office	East	
	SF	%
Total Facade SF	17,724	
Total Facade SF (excluding Doors & Windows)	5,597	
Doors & Windows	11,287	63.7%
Primary Masonry Material		
Concrete	4,755	85 %
Secondary Masonry Material		
Painted Metal Panels	840	15 %

BLDG 2 - Small Office + Garage	East	
	SF	%
Total Facade SF	4,898	
Total Facade SF (excluding Doors & Windows)	1,521	
Doors & Windows	3,310	63.9 %
Primary Material Totals		
Concrete	1,274	83.8 %
Secondary Material Totals		
Painted Metal Panels	247	16.2 %

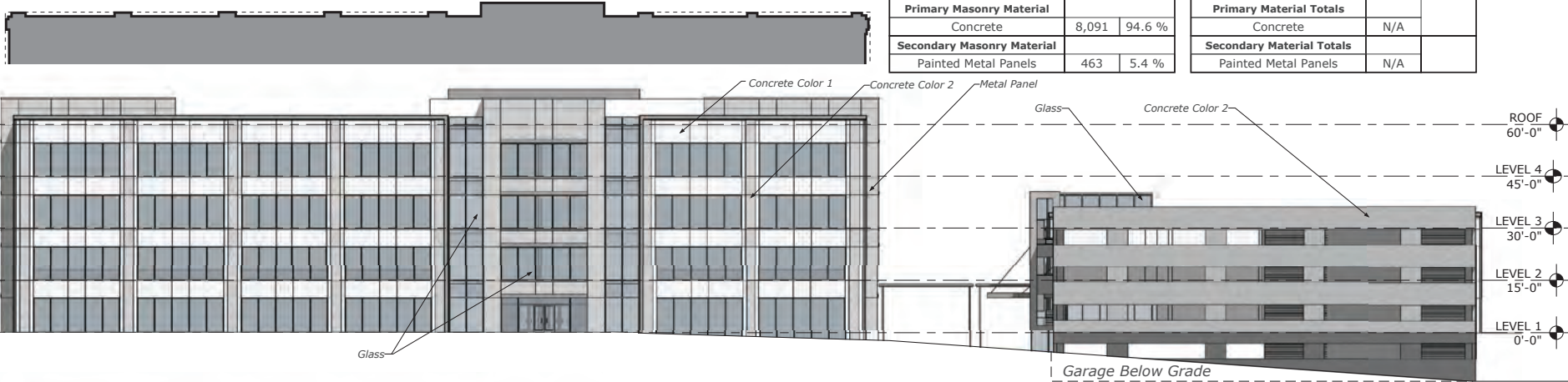


Plan Articulation



EAST ELEVATION :: 1
scale: 1" = 30'
ELEV

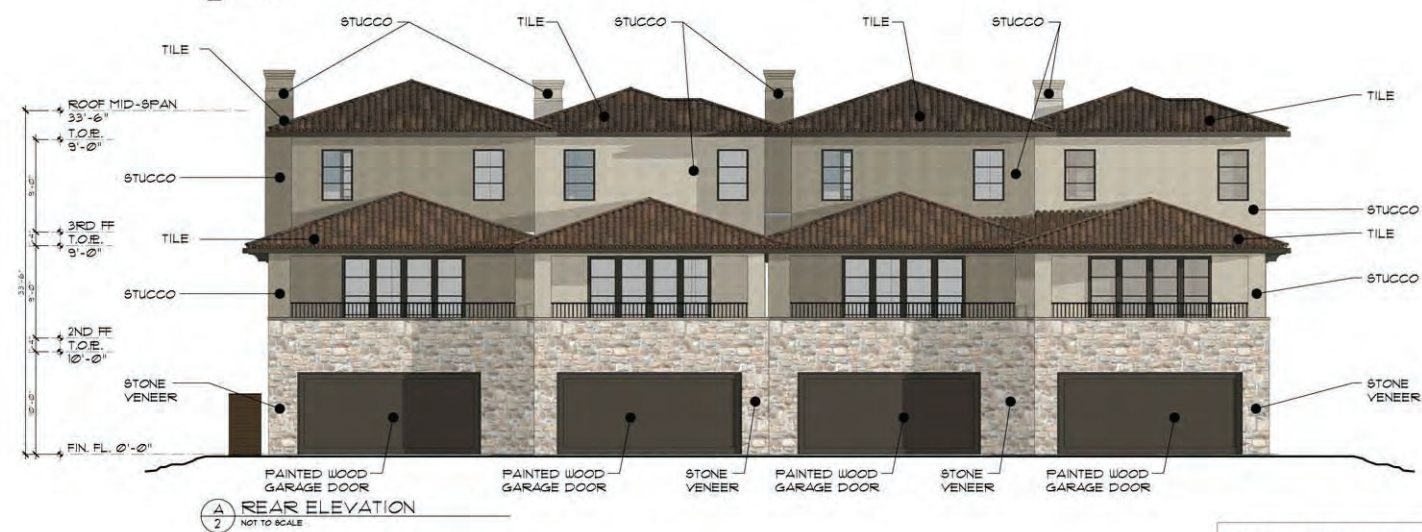
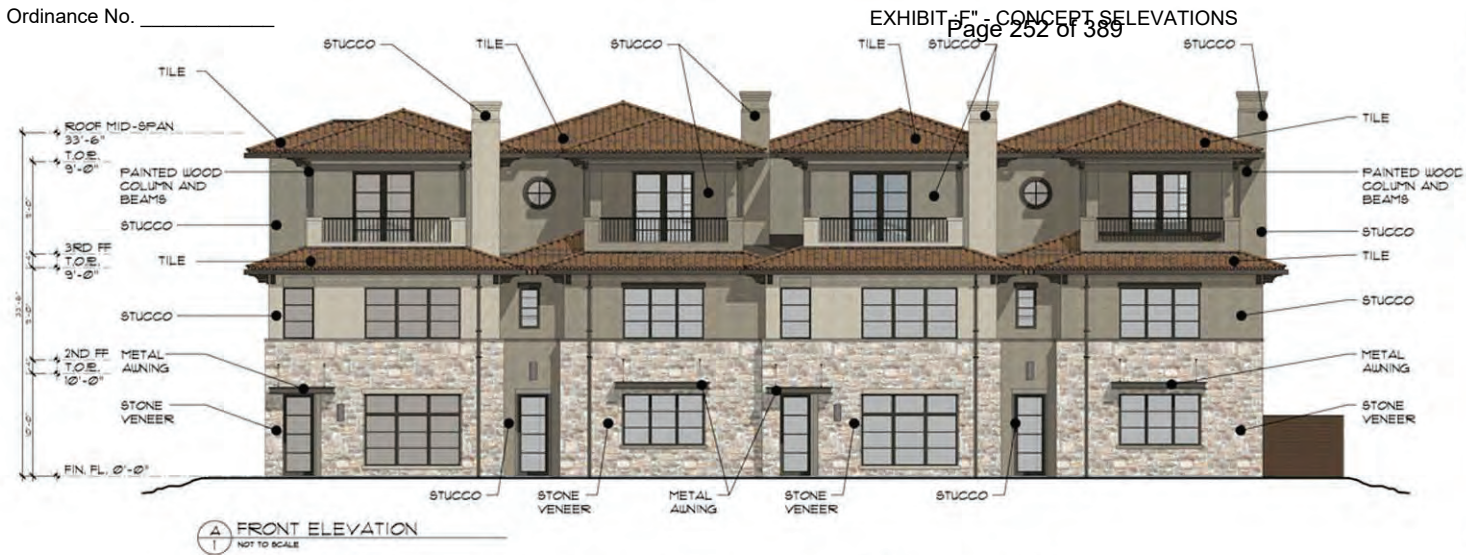
Plan Articulation



BLDG 1 - Office	West	
	SF	%
Total Facade SF	17,305	
Total Facade SF (excluding Doors & Windows)	8,555	
Doors & Windows	8,287	47.9 %
Primary Masonry Material		
Concrete	8,091	94.6 %
Secondary Masonry Material		
Painted Metal Panels	463	5.4 %

BLDG 2 - Small Office + Garage	West	
	SF	%
Total Facade SF	N/A	
Total Facade SF (excluding Doors & Windows)	N/A	
Doors & Windows	N/A	
Primary Material Totals		
Concrete	N/A	
Secondary Material Totals		
Painted Metal Panels	N/A	

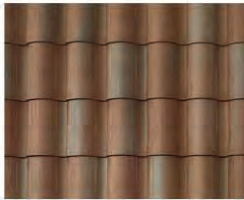
2 :: WEST ELEVATION
ELEV scale: 1" = 30'



LAKESIDE TOWNHOMES



STONE
CORONADO FRENCH COUNTRY VILLA OR SIMILIAR



TILE ROOF
BORAL ROOFINC RUSTIC MADERA OR SIMILIAR



STUCCO/EIFS
CAVERN



STUCCO/EIFS
MOONSTONE

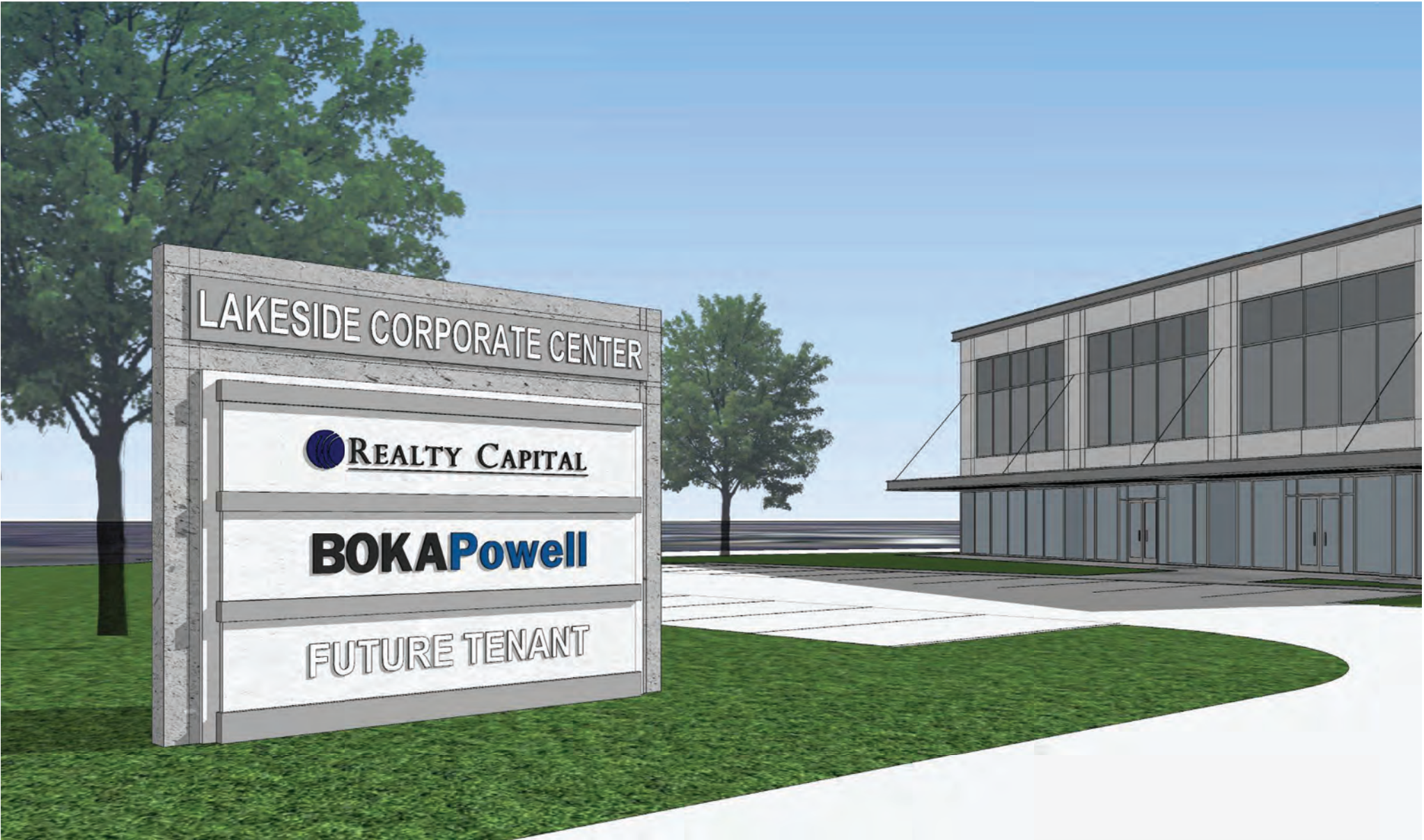


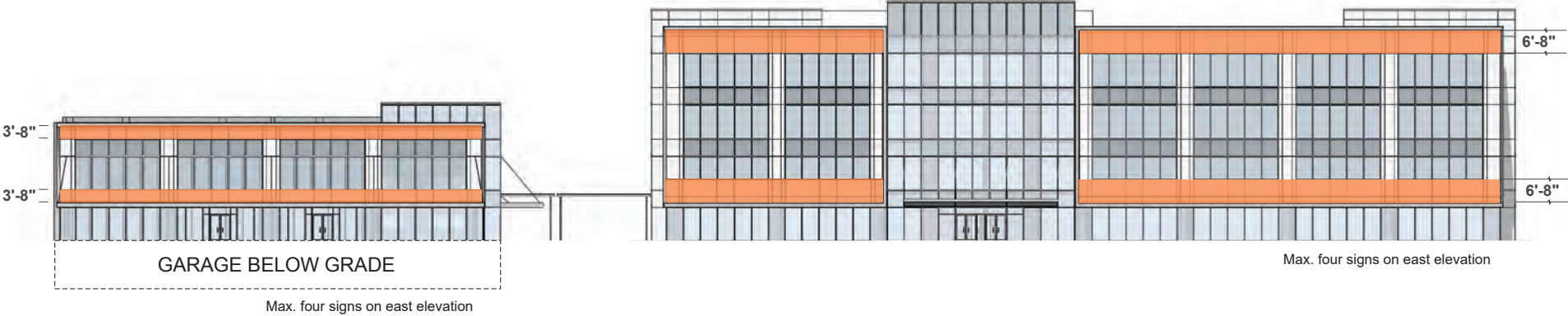
BRONZE
WINDOW, DOOR, GUTTER AND
RAILING

AREA TABULATION:		
	FRONT	REAR
PRIMARY MASONRY TOTAL	961 SF. (31%)	720 SF. (31%)
STONE SF.	961 SF. (31%)	720 SF. (31%)
SECONDARY MASONRY TOTAL	1113 SF. (63%)	1017 SF. (63%)
STUCCO SF.	1113 SF. (60%)	1017 SF. (60%)
DOOR/WINDOW SF.	729 SF.	982 SF.
TOTAL FACADE SF.	2803 SF.	2719 SF.





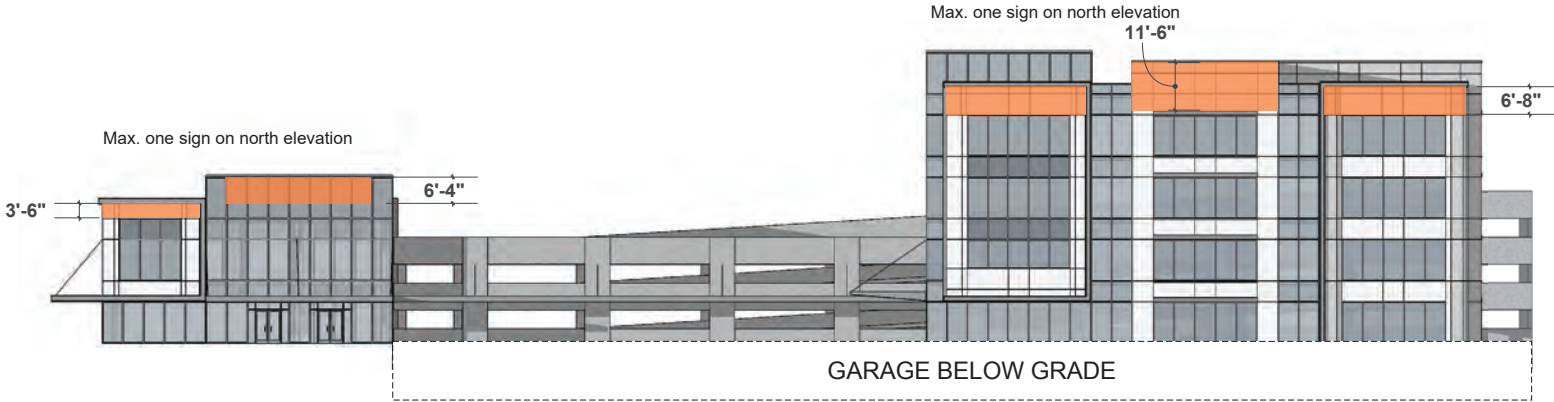




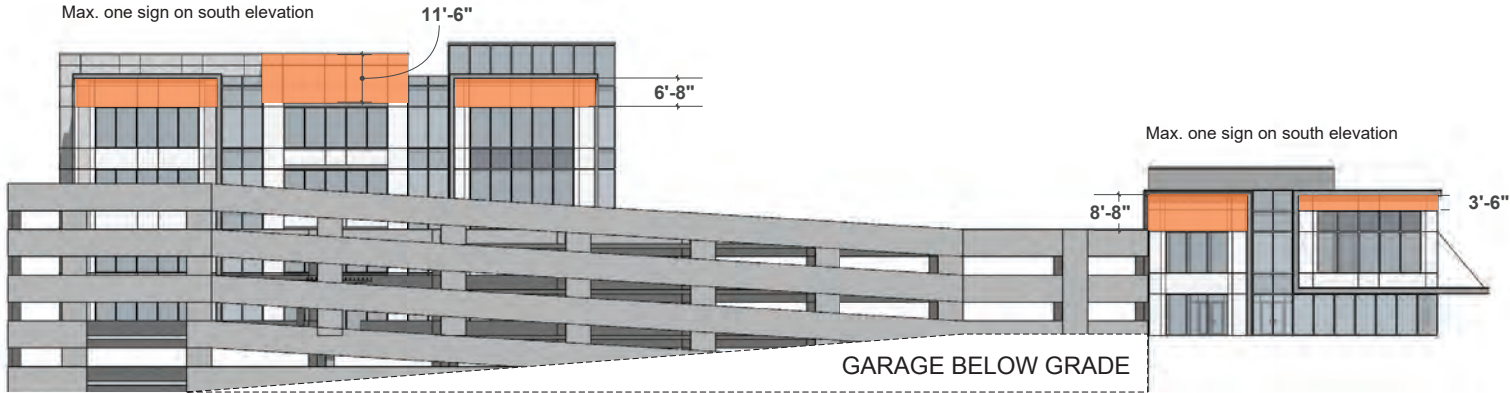
01 :: FRONT FACADE
ELEV scale: 1"=30'



02 :: REAR FACADE
ELEV scale: 1"=30'



01 :: RIGHT SIDE FACADE
ELEV scale: 1"=30'



02 :: LEFT SIDE FACADE
ELEV scale: 1"=30'

16'

 **REALTY CAPITAL**

NOW LEASING!

Lakeside Corporate Office
4-Story · 120,000 SF



469-533-4131
Jimmy Archie

12'



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: February 4, 2019

FROM: James Hoefert, Environmental Review Analyst

ITEM: **Public Hearing to consider an application for a tree removal permit for one (1) specimen tree on property proposed for development as Lakeside Center. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its November 6, 2018, meeting).**

BACKGROUND INFORMATION: The Lakeside Center development is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. The site is approximately 9.398 acres in size. The site is currently zoned for Agricultural uses as a portion of Planned Development District No. 31 (PD-31) and master planned for the Lakeside Business District. The applicant is requesting to rezone the property to Planned Development District No. 169 (PD-169) for both residential and non-residential uses. According to the tree survey for the project, the site contains twelve (12) specimen trees. The applicant is requesting to remove one (1) specimen tree from the site in order to build a driveway access to the commercial component of the development. The specimen tree proposed for removal (Tree #804 – 27” post oak) is in good condition and located within the proposed buildable area.

The Town’s tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on the tree’s size, 54” of replacement trees, equaling 18 three-inch caliper trees, will be required for the removal of the one (1) specimen tree on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. Protected tree mitigation / replacement will be determined with the record plat application – once final engineering has been completed for the project. The developer is proposing to preserve a significant number existing protected and specimen trees on the site, so there will be credits available for the preservation of those trees.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its November 6, 2018, meeting. The ECC recommended approval of the requested permit to remove the specimen tree. A link to the ECC meetings can be found at: <https://tx-flowermound.civicplus.com/index.aspx?NID=969>

As of January 22, 2019, staff has not received feedback related to this item.

ALTERNATIVES/OPTIONS: The Town Council may approve or deny the requested tree removal permit, or may choose to approve the permit with conditions or changes.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Letter from the applicant indicating the reason(s) for the tree removal permit request.
2. Specimen tree removal permit application.
3. Photograph of the specimen tree proposed for removal.
4. Project Tree Survey.

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



March 20, 2018

Jimmy Hoefert, Environmental Review Analyst
Town of Flower Mound
1001 Cross Timbers Road, Suite 2330
Flower Mound, TX 75028

Reference: Tree Removal Permit Application
Lakeside Office Center
Town of Flower Mound
Denton, Texas

Dear Mr. Hoefert;

On behalf of the owner/developer on the aforementioned property, we are requesting that (1) specimen tree (as outlined on the attached tree removal exhibit), as defined in the TOFM Tree Preservation Code, be removed. The tree is being requested to be removed due to the infrastructure and onsite grading which thereby means the subject development cannot reasonably be developed, based on economic and/or practical considerations, without removal of the tree included in the permit application.

TREE TABULATION FROM THE SPECIMEN TREE SURVEY

Total specimen trees on site to be saved: 11

TREE TAG #	CALIPER (")	COMMON NAME
802	23	Post Oak
803	24.5	Post Oak
1915	27	Post Oak
1918	22	Post Oak
1919	23	Post Oak
1920	25	Post Oak
1923	28	Post Oak
1926	19.5	Cedar Elm
1928	26	Post Oak
1930	23	Post Oak
1931	23	Post Oak

Total specimen trees off site to be removed due to infrastructure and grading: 1

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
201 Country View Drive • Roanoke, TX 76262 • P: 940.240.1012

TREE TAG #	CALIPER (")	COMMON NAME
804	27	Post Oak

The mitigation requirement for tree #804 will include and a standard mitigation rate of 2x the caliper inches of the tree removed. (18) 3" cal. Trees or equivalent preservation credits under section 94-40 of the town ordinance will be required to fulfill the mitigation requirement.

Due to preexisting conditions, infrastructure, grading, Town of Flower Mound Engineering Standards, and site conditions, this specimen tree is not able to be saved. The site plan before you appears to be the most beneficial for taking into account all the site constraints and opportunities.

We are requesting the following specimen tree to be removed:

Tree #804, 27" Post Oak

Thank you for your consideration.

Based on the above data, I respectfully ask that the aforementioned trees be allowed to be removed from the site.

Respectfully submitted,



Jameson Pinson, PLA
Landscape Architect, TX #2826

Town of Flower Mound
Application for:
TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

1. Applicant- Note: Must be a licensed Landscape Architect or Registered Arborist

Name:

Jameson Pinson, P.L.A.
G&A | McAdams

Address:

111 Hillside Drive
Lewisville, TX 75057

Phone:

(940) 240-1012

Applicant's Legal Interest in the Property:

Landscape Architect

2. Property Owner(s)

Name(s): Joe G. Roach III

Address: 4975 Lusk Lane
Flower Mound, TX 75024

3. Location and Legal Description of Property:

350 Long Prairie Road
Flower Mound, TX 75022
Denton County

Page 2 of 3.

4. Owner's Authorization of Representation

I, Joe G. Roach III, the owner of the above described real property, do hereby authorize Jameson Pinson, P.L.A. to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

[Signature]
Signature of Owner



Given Under My Hand and Seal of Office
This the 7 Day of October, 2018

[Signature]
Notary Public
In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be a licensed Landscape Architect or Registered Arborist.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Jameson Pinson, P.L.A., do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

[Signature]
Signature of Applicant

Landscape Architect License No. 2826
State of Licensure Texas
Or ISA Certified Arborist No. _____



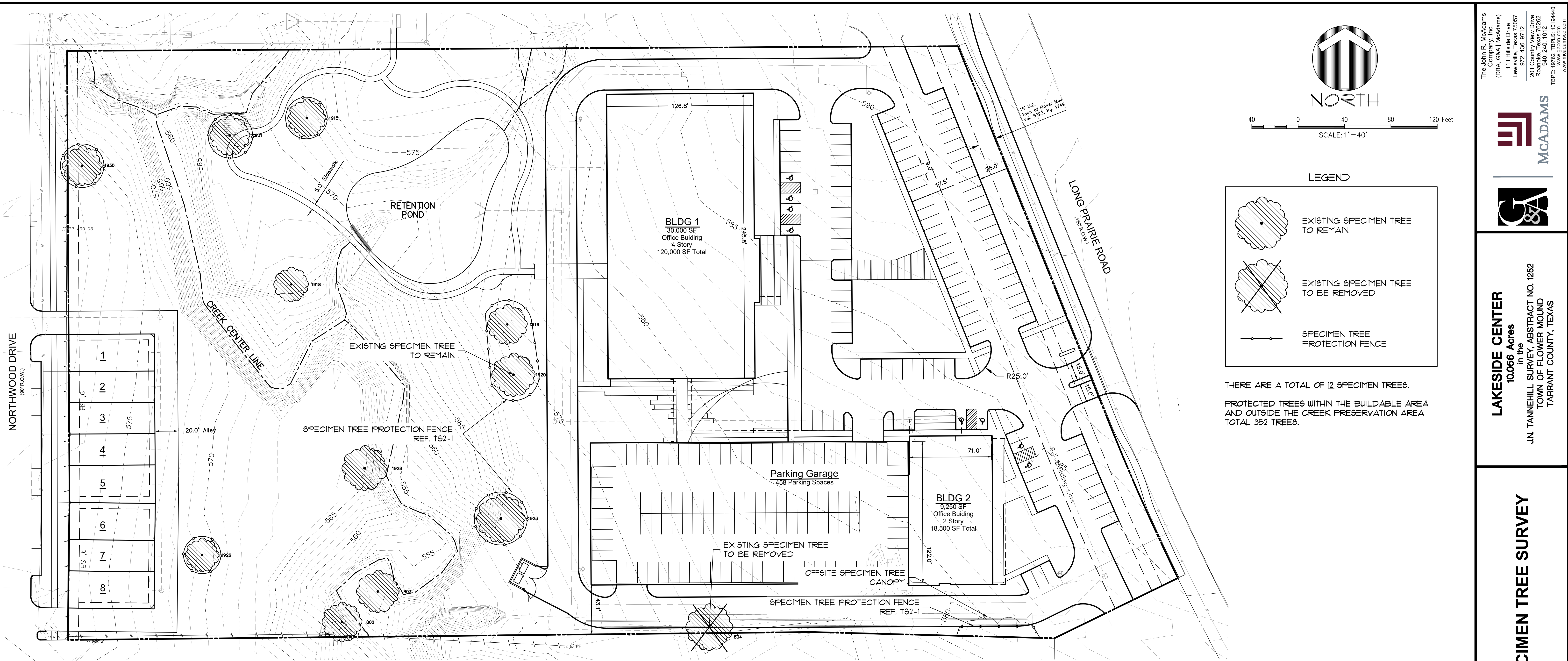
Given Under My Hand and Seal of Office
This the 16 Day of October, 2018

[Signature]
Notary Public
In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 10/19/2018 by (initials) JRH.

Lakeside Center - Specimen tree proposed for removal





SPECIMEN TREE CHART

LIST #	TREE #	CAL. INCH	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED	CANOPY DIA.	REMARKS
1	802	23	POST OAK	Quercus stellata	Yes	Yes	No	34'	
2	803	24.5	POST OAK	Quercus stellata	Yes	Yes	No	36'	
3	804	27	POST OAK	Quercus stellata	Yes	Yes	Yes	40'	
4	1915	22	POST OAK	Quercus stellata	Yes	Yes	No	33'	
5	1918	22	POST OAK	Quercus stellata	Yes	Yes	No	30'	
6	1919	23	POST OAK	Quercus stellata	Yes	Yes	No	34'	
8	1920	25	POST OAK	Quercus stellata	Yes	Yes	No	37'	
8	1923	28	POST OAK	Quercus stellata	Yes	Yes	No	42'	
9	1926	19.5	CEDAR ELM	Ulmus crassifolia	Yes	Yes	No	29'	Slight Storm Damage
10	1928	26	POST OAK	Quercus stellata	Yes	Yes	No	39'	
11	1930	23	POST OAK	Quercus stellata	Yes	Yes	No	35'	
12	1931	23	POST OAK	Quercus stellata	Yes	Yes	No	35	

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW
 AND IS NOT INTENDED FOR CONSTRUCTION,
 BIDDING, OR PERMIT PURPOSES.
 JAMESON PINSON LANDSCAPE ARCHITECTS
 DATED 10/17/2018

286

The John R. McAdams Company, Inc.
 (DBA, G&A | McAdams)
 111 Hillside Drive
 Lewisville, Texas 75057
 972.436.9712
 201 Country View Drive
 Rowlett, Texas 75082
 TBP#: 8762 TBA S: 1019440
 www.mcadams.com

McADAMS

G&A

LAKESIDE CENTER
 10.056 Acres
 in the
 J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
 TOWN OF FLOWER MOUND
 TARRANT COUNTY, TEXAS

SPECIMEN TREE SURVEY

Drawn By: MH
Date: 07/30/2018
Scale: 1" = 40'
Revisions:
09/12/2018

OWNER/DEVELOPER
 FM 2499 VENTURE, LLC
 909 LAKE CAROLYN PARKWAY, SUITE 150
 IRVING, TEXAS 75039
 Ph. 469-533-4131
 Contact: MR. JIMMY ARCHIE

18164

TS1



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: February 4, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 452 (SUP18-0001 - Tidal Wave Car Wash) to permit an automatic car wash, with an exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Flower Mound Road and east of Gerault Road. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its January 28, 2019, meeting.*)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

NOTE: On September 24, 2018, the Planning and Zoning Commission considered the above referenced request. After the public hearing was closed and the Commission concluded their deliberations, a motion to approve the request failed by a vote of 2 to 4. At that point, another motion was not offered and as such, the Commission moved on to the next agenda item. Following the failed motion at the September 24, 2018 Commission meeting, the Applicant chose to temporarily withdraw the application before it was submitted to Town Council. The applicant informed staff of the desire to pursue the request and seeks a decision on the application from Town Council.

Section 78-153 of the Town's Code of Ordinances requires a recommendation and report from the Planning and Zoning Commission. As such, this item was re-advertised and placed on the agenda to obtain a *recommendation and report* from the Commission for the Town Council's consideration. During the period between both P&Z public hearings, the applicant met with area Homeowner Association representatives to address concerns presented during the first hearing.

In addition to the correspondence noted in Attachment (1), staff received two pieces of correspondence in favor of the request.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: January 28, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Public hearing to consider a request for a Specific Use Permit No. 452 (SUP18-0001 - Tidal Wave Car Wash) to permit an automatic car wash, with an exception to Section 82-242, "Street buffer landscaping," of the Code of Ordinances, and a waiver to certain Architectural Standards in the Town's Urban Design Plan. The property is generally located south of Flower Mound Road and east of Gerault Road.**

NOTE: On September 24, 2018, the Planning and Zoning Commission considered the above referenced request. After the public hearing was closed and the Commission concluded their deliberations, a motion to approve the request failed by a vote of 2 to 4. At that point, another motion was not offered and as such, the Commission moved on to the next agenda item. Following the failed motion at the September 24, 2018 Commission meeting, the Applicant chose to temporarily withdraw the application before it was submitted to Town Council. The Applicant now desires to pursue the request and seeks a decision on the application from Town Council.

Section 78-153 of the Town's Code of Ordinances requires a recommendation and report from the Planning and Zoning Commission. As such, this item is being placed on the agenda to obtain a *recommendation and report* from the Commission for the Town Council's consideration. For background purposes, the staff report from the September 24, 2018 is being provided.

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 one exception and one waiver request to the Town's regulations which necessitate special consideration by the Commission (see Application Analysis below).

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 a 3,060-square-foot automatic car wash. The platted lot provides for approximately 1.418 acres of site area, with frontage and access from Flower Mound Road. Additionally, cross-access is provided from west to east from Gerault Road.

The property is zoned Planned Development District-78 (PD-78) for Retail District-2 (R-2) uses and master-planned for Retail. The approximate 7.97-acre site is platted into three lots;

- Lot 1-Bank of America
- Lot 2-Consideration of this application for an SUP for an automatic car wash
- Lot 3-Pending site plan application for a multi-tenant retail building and public amenity area*

** The first phase of development shall include the intersection treatment feature provided for in the Urban Design component of Master Plan 2001 at the southeast corner of FM3040/Flower Mound Road and Gerault Road, public amenity area at the southeast corner of the site, detention reservoir, fire lanes to support first phase, cur cuts, utilities, perimeter landscaping, and masonry walls. A Certificate of Occupancy shall not be issued for the first building until all of the above are completed.*

During the review for Bank of America (Lot 1), the above referenced public amenity was not installed. This will be provided at the earlier of development for this application or the multi-tenant retail development referenced above for Lot 3. It should be noted that all other infrastructure and improvements required were provided prior to issuance of a certificate of occupancy for the bank.

1. Exception to Section 82-242, Street buffer landscaping

Section 82-242 of the Town Code requires the area of the lot adjacent to the street right-of-way line and extending into the lot for a minimum width as provided below shall be landscaped, except for necessary driveways. The minimum width of the required landscaped street buffer along Flower Mound Road is 25 feet.

The applicant is requesting an exception from the Town's street buffer landscaping requirements for the property frontage along Flower Mound Road. As noted in the applicant's letter of intent [see Attachment A(2)], an existing gas pipeline easement traverses through the site which impacts development of the property. As such, the applicant is requesting a varied street buffer, ranging from nine feet to 25 feet.

2. Waiver to Architectural Standards

Roofs and Parapets

12.1. Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided. The Town Council may approve, upon recommendation from the Planning and Zoning Commission a waiver to this request for individual projects. Such requests should only be contemplated in areas that are not adjacent to residences, are part of large scale developments, and provide architectural detail to soften the appearance of large, tall vertical walls.

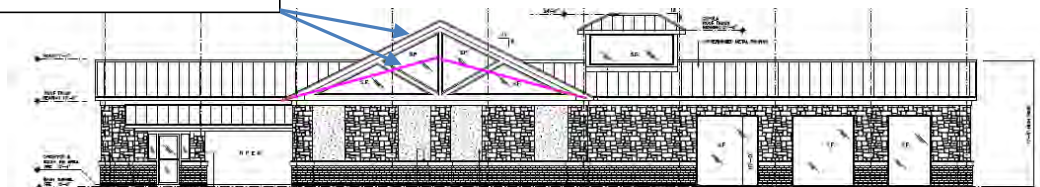
The proposed building will contain 3,060 square feet. Per the Urban Design Plan, the elevation shall be required to exhibit a pitched roof design with a slope

ranging from 6/12 to 9/12 (six to nine inches of vertical span for every 12 inches in horizontal run).

The purpose of this waiver request is to allow a portion of the western side gable to possess a roof pitch of 4/12 [see Attachment B(1)]. It should be noted this elevation faces inward to the nonresidential subdivision, and will not be visible to the residential subdivision (Edgewood) that wraps this property to the east and south. With the exception of this portion of the west façade, all roof sections and vertical architectural features will be constructed to a 6/12 pitch.

Below is a graphic representation of the requested waiver:

Comparison of 6:12 and 4:12 side gable pitch



It should also be noted the applicant has worked with staff to ensure sensitivity to adjacent uses related to certain operational characteristics of the proposed use. As such, the applicant has agreed to the following:

- Days and hours of operation are limited to the following:
 - Monday through Saturday – 8:00 a.m. to 8:00 p.m.; and,
 - Sunday-10:00 a.m. to 8:00 p.m.

Apart from the exception to the required street buffer and waiver of certain architectural standards (see Nos. 1 and 2, above), the attached conceptual plans are in compliance with the development standards for PD-78 and applicable Town Code. This SUP application only provides for the use; detailed plans of the proposed building will be included with the site plan application.

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 and one item 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.

IV. ATTACHMENTS

A. Background Information

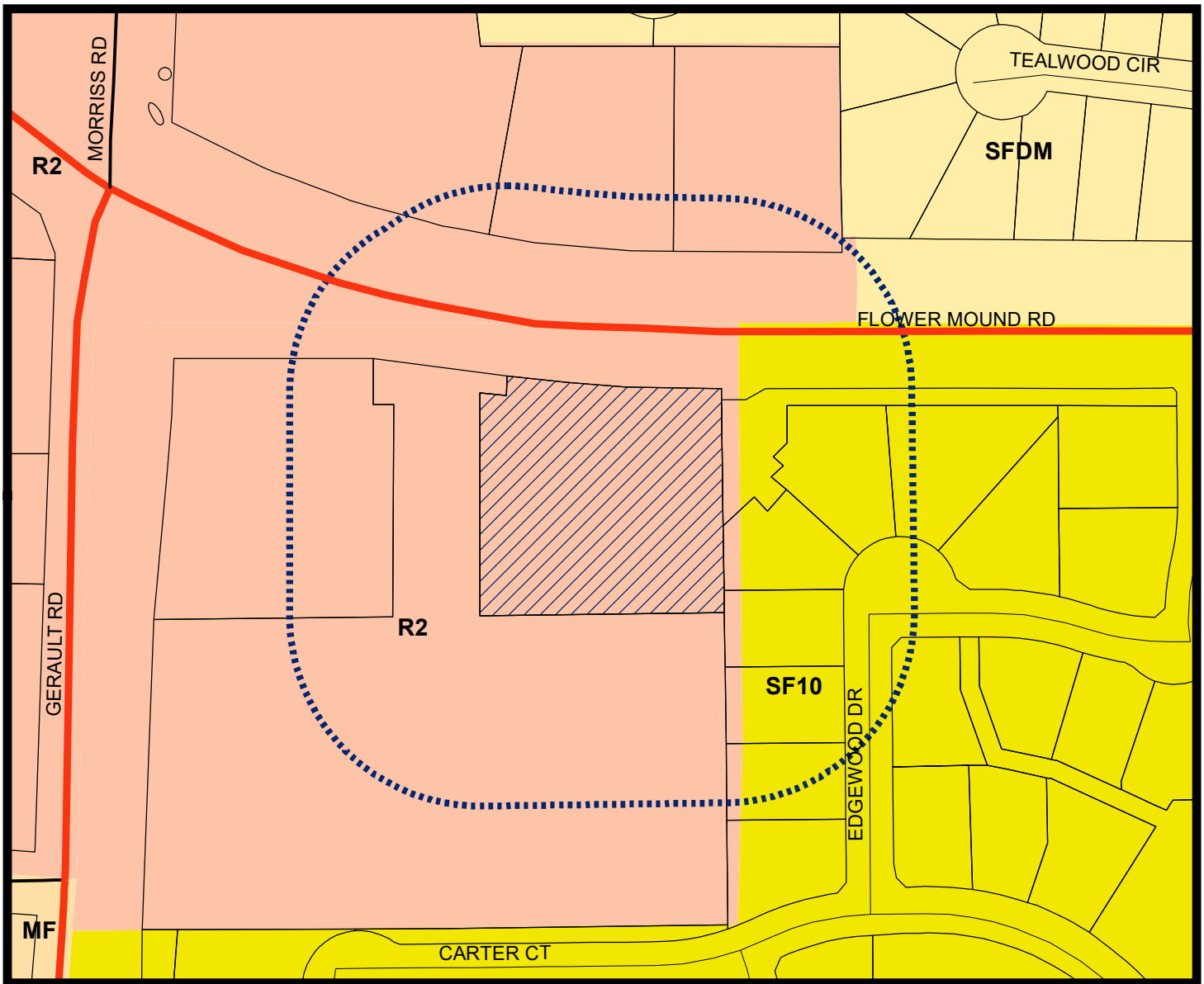
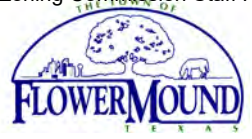
1. Vicinity Map
2. Letter of Intent
3. Public Amenity Area (proposed)

B. Application Details

1. SUP Package

Vicinity Map

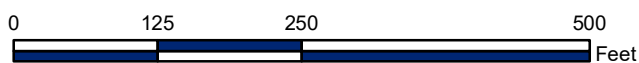
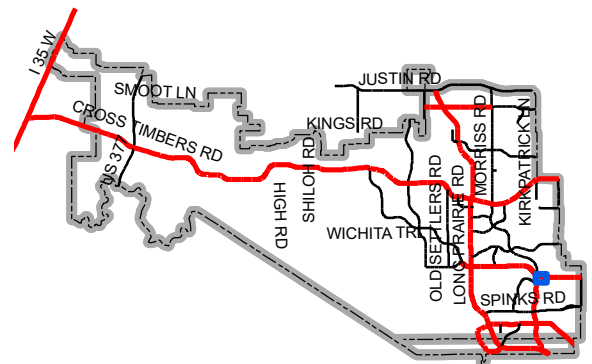
Reference Project: SUP18-0001



LEGEND

- Multi-Family
- Retail 2
- Single Family 10
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



1344 US Hwy 19 South
Suite A
Leesburg, GA 31763
Phone: (229) 435-6133
Fax: (229) 439-7979
www.emc-eng.com



August 29, 2018

Richard Brown
Development Services
2121 Cross Timbers Road
Flower Mound, Texas 75028

RE: TIDAL WAVE AUTO SPA - LETTER OF INTENT (SUP 18-0001)
EMC PROJECT: 17-6058

Dear Mr. Brown,

The purpose of this letter is to request a specific use permit and a variance to Section 82-242. "Street Buffer landscaping" for an express carwash facility for Lot 2, Block A (Parcel ID 279846) of Flower Mound Market located at 1001 Flower Mound Road. Project will consist of an express tunnel carwash, pay kiosk, covered vacuum stalls, parking and associated infrastructure. Site is PD-78 with Retail District-2 (R-2) uses and will utilize existing access drives. The requested variance provides for the creation of a variable width street buffer, ranging in depth from twenty-five (25) to nine (9) feet to the required street buffer along Flower Mound Road. This variance allows the carwash building to run north south along the existing access drive on the east side of the lot. There is a fifty (50) foot wide Citgo pipeline easement that runs through the middle of the lot, which eliminates the possibility of rotating the building and limits the potential building area for this lot creating a hardship. We did reach out to the adjacent property owner to obtain additional land on the west side of the easement to relocate the building, however those efforts were denied. See submitted conceptual site plan for additional site details.

All roof slopes are 6:12 with the exception of the equipment room gable on the West side of the building (side that faces away from the residential area). This gable and corresponding glazed gable truss are constructed so that the ridge does not extend above or conflict with the main tunnel ridge line beyond. Please reference the attached West Exterior Elevation. The Owner does hereby seek a waiver to certain Architectural Standards in the Town's Urban Design Plan to allow this gable slope as shown.

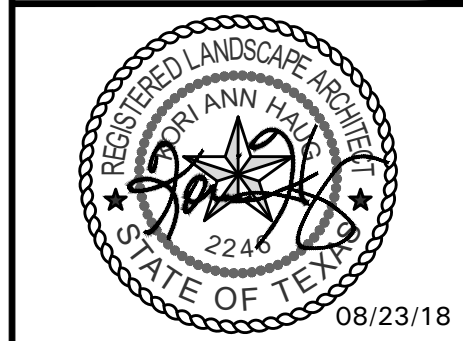
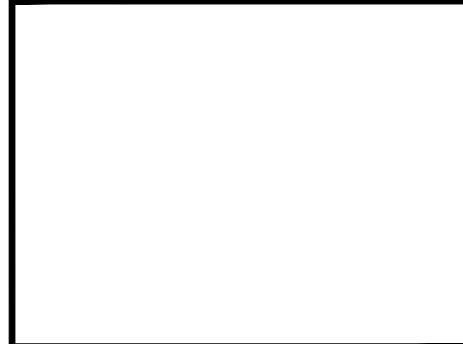
We certainly appreciate your assistance in this request. If you have any questions, please feel free to contact me.

Sincerely,
EMC ENGINEERING SERVICES, INC

Brian H. Braun, P.E.
Albany Branch Manager



NO.	REVISION DESCRIPTION	BY	DATE
1	COORDINATION	MGC	4/10/18
2	COORDINATION	MGC	6/15/18
3	COORDINATION	MGC	8/01/18
4	COORDINATION	MGC	8/23/18
-	-	-	-
-	-	-	-





EMC ENGINEERING SERVICES, INC.
1344 US Hwy 19S, Suite A
Albany, GA 31703
Tel: (229) 435-8133
Fax: (229) 435-7979
albari@emc-eng.com
www.emc-eng.com

CIVIL
MARINE
ENVIRONMENTAL

OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA

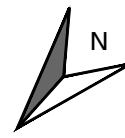
AMENITY RENDERING

TIDAL WAVE AUTO SPA
LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION
FLOWER MOUND, DENTON, TEXAS
Prepared for:
SHJ CONSTRUCTION GROUP

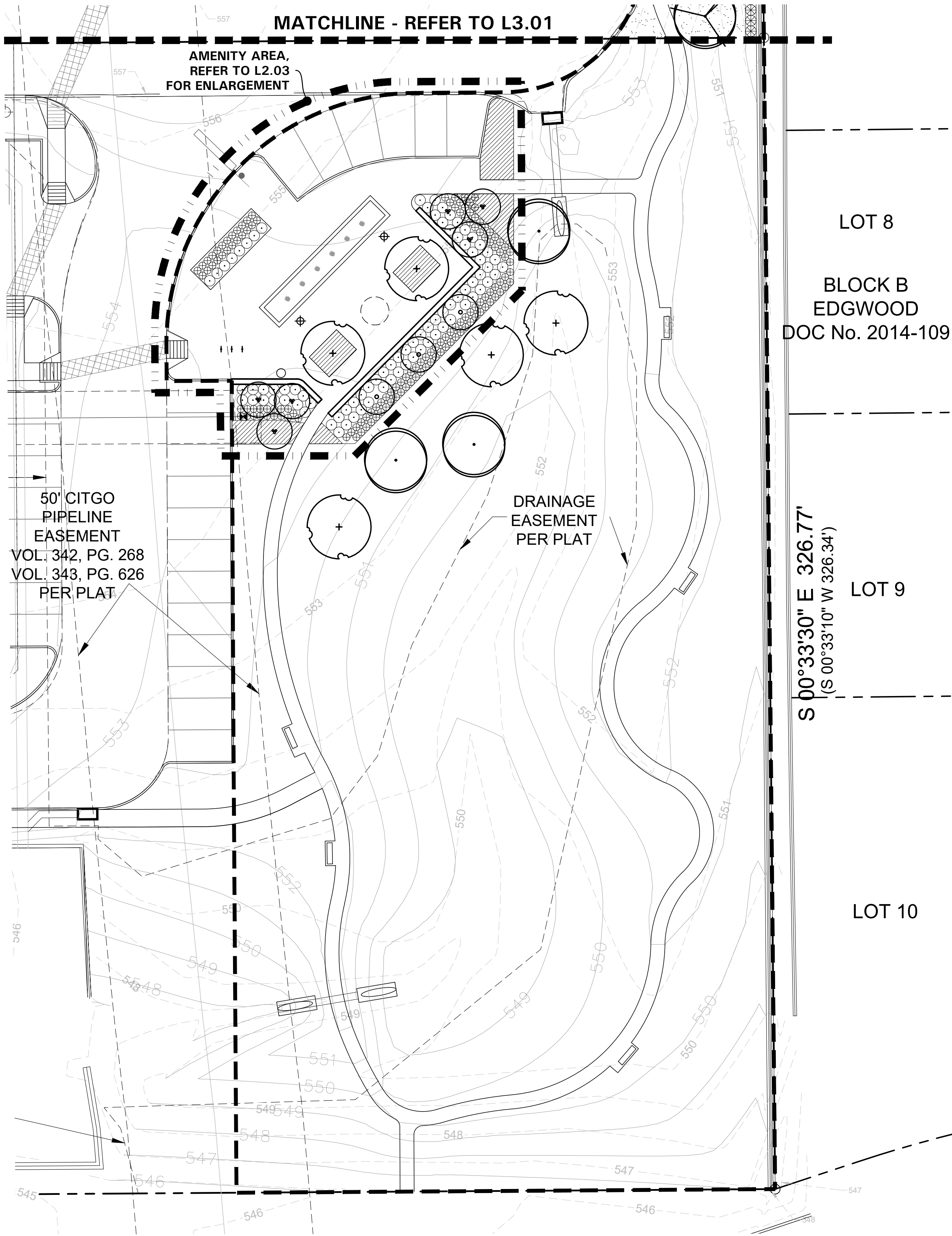
PROJECT NO.:	17-6058
DRAWN BY:	MGM
DESIGNED BY:	MGM
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	KAH
SCALE:	N/A
DATE:	12/20/2017

SHEET

L2.04

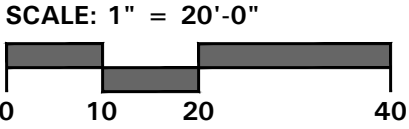


• 4245 North Central Expy
• Suite 501
• Dallas, Texas 75205
• 214.865.7192 office



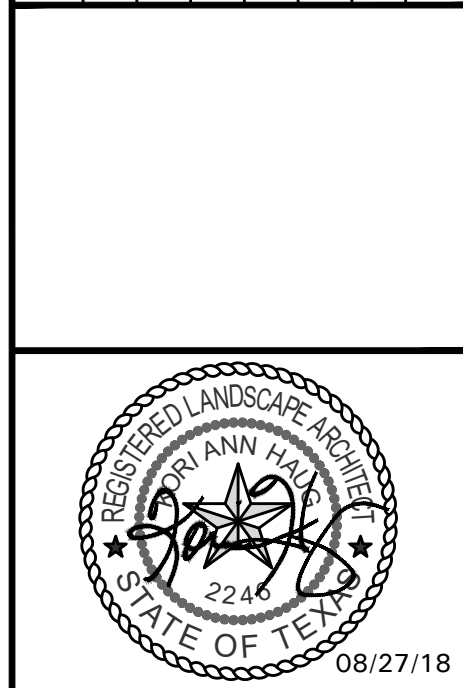
PLANT LEGEND	
SYMBOL	COMMON NAME
AB	Dwarf Abelia 'Edward Goucher'
BC	Bald Cypress
DBH	Dwarf Burford Holly
LE	Lacebark Elm
LOR	Loropetalum 'Purple Diamond'
MFG	Mexican Feathergrass
MIS	Miscanthus 'Adagio'
NRS	Nellie R. Stevens Holly
RB	Oklahoma Redbud
SG	Salvia Greggii
SO	Shumard Red Oak

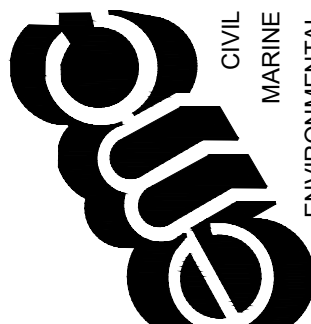
REFER TO L3.03 FOR PLANT LIST



- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office

NO.	REVISION DESCRIPTION	BY	DATE
1	COORDINATION	MGC	4/10/18
2	COORDINATION	MGC	6/15/18
3	COORDINATION	MGC	8/01/18
4	COORDINATION	MGC	8/23/18
5	CITY COMMENT	MGC	8/27/18
-	-	-	-
-	-	-	-





EMC ENGINEERING
SERVICES, INC.
1344 US Hwy 19S, Suite A
Albany, GA 31703
Phone: (229) 436-8133
Fax: (229) 436-7979
albany@emc-eng.com
www.emc-eng.com

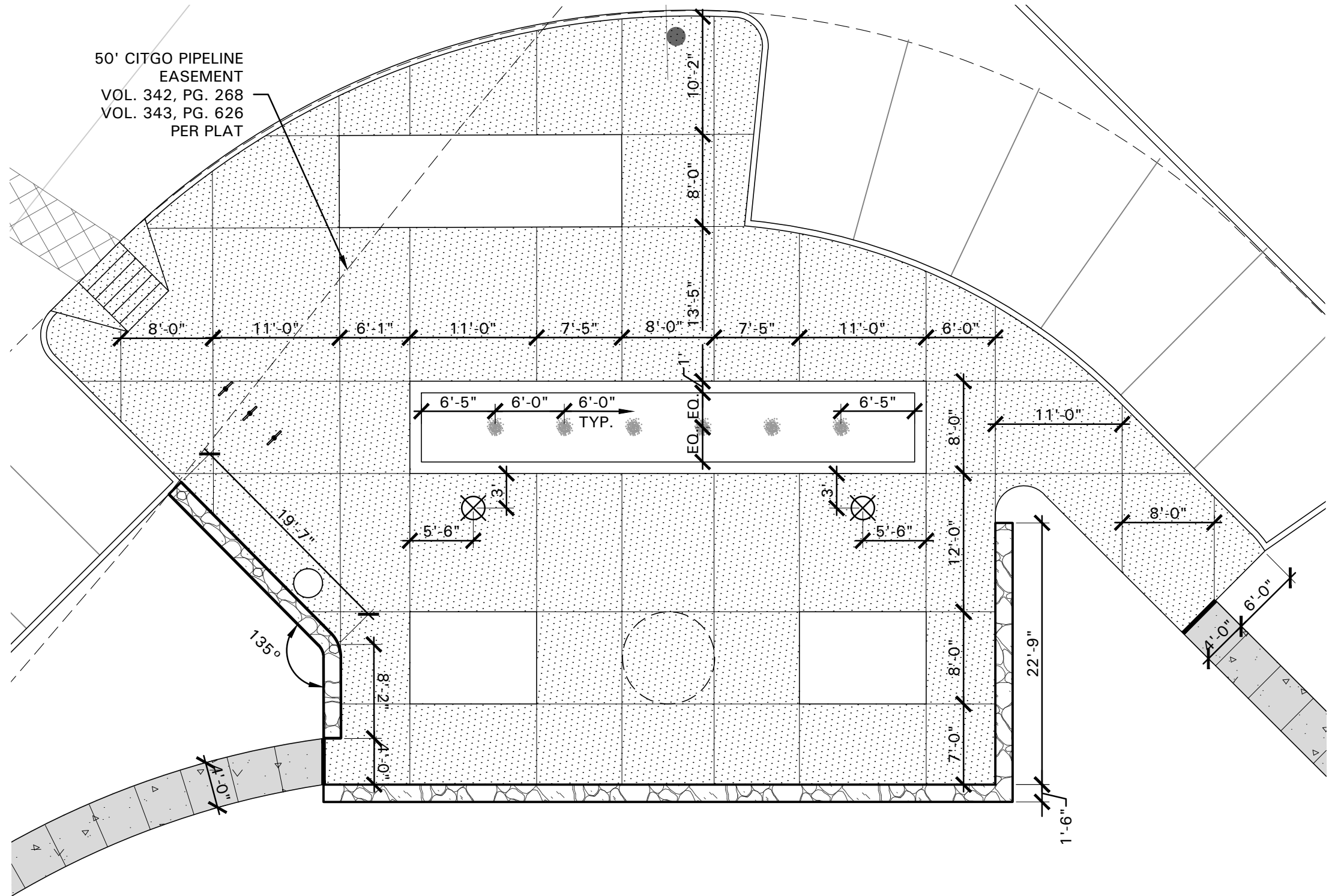
CIVIL
MARINE
ENVIRONMENTAL
OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK,
COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA

LANDSCAPE PLAN

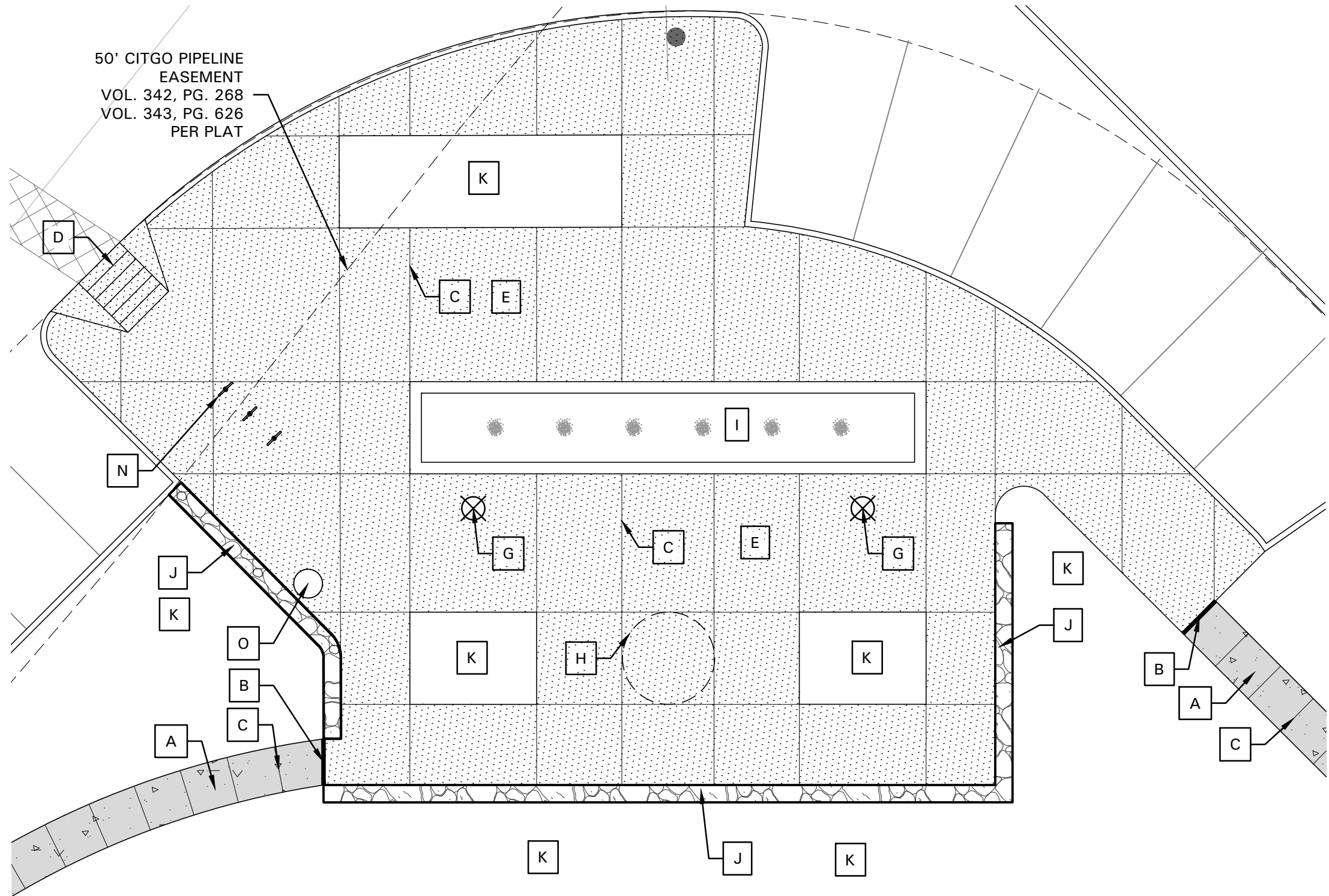
TIDAL WAVE AUTO SPA
LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION
FLOWER MOUND, DENTON, TEXAS
Prepared for:
SHJ CONSTRUCTION GROUP

PROJECT NO.:	17-6058
DRAWN BY:	MGM
DESIGNED BY:	MGM
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	KAH
SCALE:	1" = 20' - 0"
DATE:	12/20/2017

SHEET
L3.02



01 COURTYARD LAYOUT PLAN
SCALE: 1" = 10'-0"



02 COURTYARD MATERIALS PLAN
SCALE: 1" = 10'-0"

HARDSCAPE LEGEND

- A CONCRETE WALK, MEDIUM BROOM FINISH, REFER TO CIVIL PLANS FOR DETAILS
- B EXPANSION JOINT, TYP., REFER TO CIVIL PLANS FOR DETAILS
- C CONTROL JOINT, TYP., REFER TO CIVIL PLANS FOR DETAILS
- D BARRIER FREE RAMP, REFER TO CIVIL PLANS FOR DETAILS
- E STAMPED AND COLORED CONCRETE, REFER TO NOTES L2.02
- F NOT USED
- G LIGHT POLE, REFER TO MEP PLANS
- H METAL SCULPTURE, DARK BROWN FINISH 20' MAX. HT.
- I WATER FEATURE
- J SEAT WALL, STONE VENEER TO MATCH ARCHITECTURAL
- K PLANTING, REFER TO LANDSCAPE PLAN
- L BENCH, REFER TO NOTES L2.02
- M ACCESSIBLE SPACE
- N BIKE RACK, REFER TO NOTES L2.02
- O TRASH RECEPTACLE, REFER TO NOTES L2.02

NO.	REVISION DESCRIPTION	BY	DATE
1	COORDINATION	MGC	4/10/18
2	COORDINATION	MGC	6/15/18
3	COORDINATION	MGC	8/01/18
4	COORDINATION	MGC	8/23/18
5	CITY COMMENT	MGC	8/27/18



EMC ENGINEERING SERVICES, INC.
1344 US Hwy 198, Suite A
Albany, GA 31703
Phone: (229) 835-8133
Fax: (229) 436-7979
albany@emc-eng.com
www.emc-eng.com

CIVIL MARINE ENVIRONMENTAL

OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA

HARDSCAPE ENLARGEMENT PLAN

TIDAL WAVE AUTO SPA

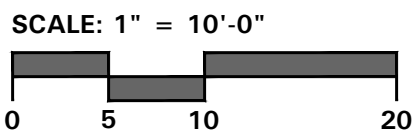
LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION

FLOWER MOUND, DENTON, TEXAS

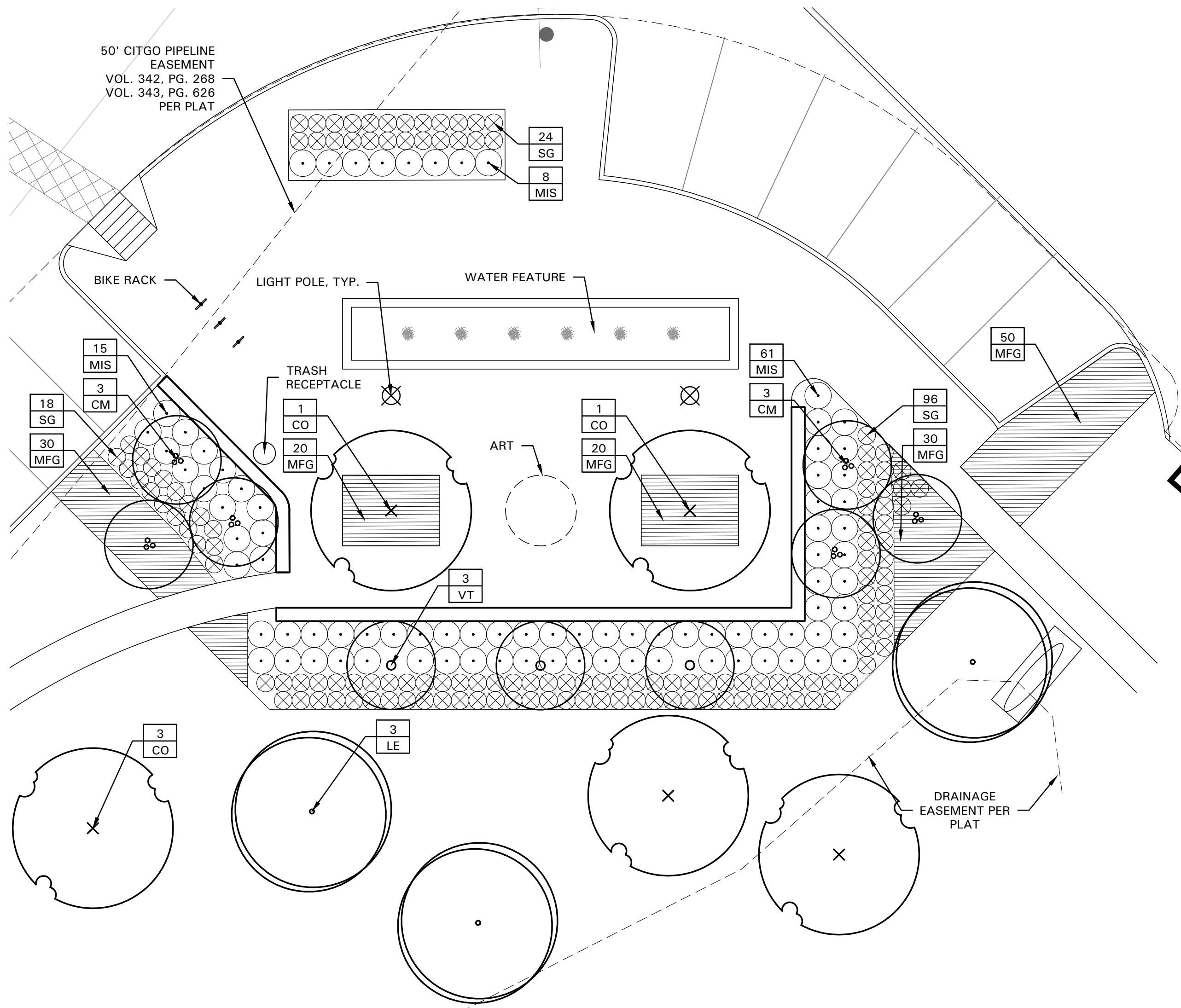
Prepared for:
SHJ CONSTRUCTION GROUP

PROJECT NO.:	17-6058
DRAWN BY:	MGM
DESIGNED BY:	MGM
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	KAH
SCALE:	1" = 10' - 0"
DATE:	12/20/2017

SHEET
L2.03



- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office



PLANT LIST

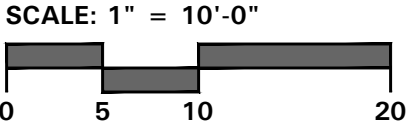
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
BC	<i>Taxodium distichum</i>	Bald Cypress	3	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LE	<i>Ulmus parvifolia 'Sempervirens'</i>	Lacebark Elm	1	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis 'Oklahoma'</i>	Oklahoma Redbud	3	2" cal.	container grown, 8' ht., 4' spread min.
SO	<i>Quercus shumardii</i>	Shumard Red Oak	5	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
SHRUBS/GROUNDCOVER					
AB	<i>Abelia grandiflora 'Edward Goucher'</i>	Dwarf Abelia 'Edward Goucher'	13	5 gal.	container full, 24" spread, 36" o.c.
DBH	<i>Ilex cornuta 'Dwarf Burford'</i>	Dwarf Burford Holly	55	5 gal.	container full, 24" spread, 36" o.c.
LOR	<i>Loropetalum chinense 'Purple Diamond'</i>	Loropetalum 'Purple Diamond'	36	3 gal.	container full, 20" spread, 24" o.c.
MFG	<i>Nassella tenuissima</i>	Mexican Feathergrass	375	1 gal.	container full, 24" o.c.
MIS	<i>Miscanthus sinensis 'Adagio'</i>	Miscanthus 'Adagio'	17	5 gal.	container full, 36" o.c.
NRS	<i>Ilex spp. 'Nellie R. Stevens'</i>	Nellie R. Stevens Holly	67	7 gal.	container full to base, 36" o.c.
SG	<i>Salvia greggii 'Red'</i>	Salvia Greggii	42	5 gal.	container full, 20" spread 24" o.c.
	<i>Cynodon dactylon</i>	Common Bermudagrass			refer to notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

PLANT LIST - AMENITY AREA

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
TREES					
CM	<i>Lagerstroemia indica 'Natchez'</i>	Crepe Myrtle 'Natchez'	6	30 gal.	container grown, 3-5 trunk, no cross canes, 8' ht., 4' spread, matching
CO	<i>Quercus muehlenbergii</i>	Chinkapin Oak	5	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LE	<i>Ulmus parvifolia 'Sempervirens'</i>	Lacebark Elm	3	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
VT	<i>Vitex agnus-castus</i>	Vitex	3	2" cal.	B&B or container grown, 8' ht., 4' spread, 3 trunk min.
SHRUBS/GROUNDCOVER					
MFG	<i>Nassella tenuissima</i>	Mexican Feathergrass	150	1 gal.	container full, 24" o.c.
MIS	<i>Miscanthus sinensis 'Adagio'</i>	Miscanthus 'Adagio'	84	5 gal.	container full, 36" o.c.
SG	<i>Salvia greggii 'Red'</i>	Salvia Greggii	138	5 gal.	container full, 20" spread 24" o.c.
	<i>Cynodon dactylon</i>	Common Bermudagrass			refer to notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.



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• Dallas, Texas 75205
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NO.	REVISION DESCRIPTION	BY	DATE
1	- COORDINATION	MGC	4/10/18
2	- COORDINATION	MGC	6/15/18
3	- COORDINATION	MGC	8/01/18
4	- COORDINATION	MGC	8/23/18
5	- CITY COMMENT	MGC	8/27/18
-	-	-	-
-	-	-	-



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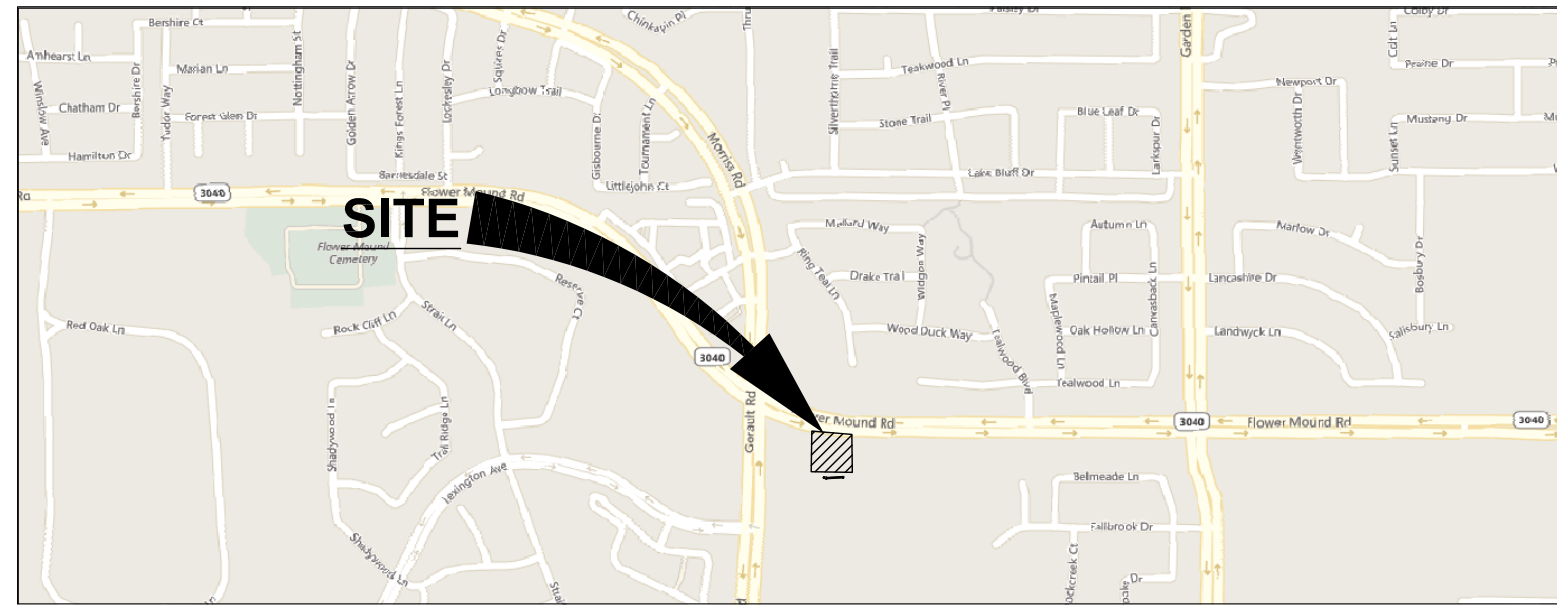
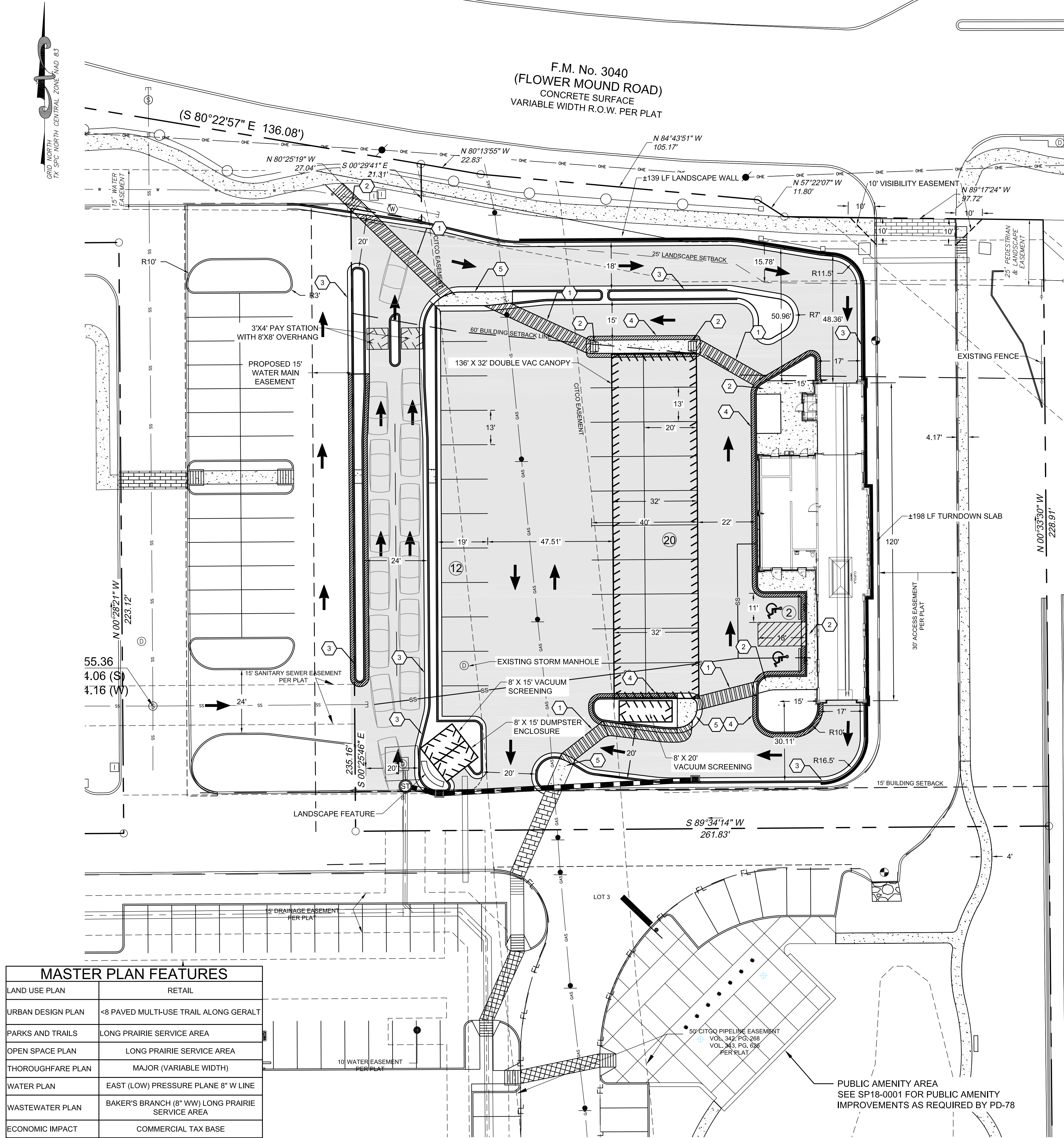
OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA

LANDSCAPE PLAN

TIDAL WAVE AUTO SPA
LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION
FLOWER MOUND, DENTON, TEXAS
Prepared for:
SHJ CONSTRUCTION GROUP

PROJECT NO.:	17-6058
DRAWN BY:	MGM
DESIGNED BY:	MGM
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	KAH
SCALE:	1" = 10' - 0"
DATE:	12/20/2017

SHEET
L3.03



VICINITY MAP
N.T.S.

SITE INFORMATION		BUILDING SETBACKS:
ADDRESS: 1001 FLOWER MOUND ROAD FLOWER MOUND, TEXAS 75028 LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION		FRONT: 30' (60' ADJ. TO MAJOR ARTERIAL) SIDE: 0' REAR: 15'
PROPERTY AREA: ±1.418 AC		LANDSCAPE BUFFER: STREET: 25'
PARCEL ID #: 279846		VARIANCE REQUEST: 16' REDUCTION TO LANDSCAPE SETBACK
PROPERTY ZONING: R-2 RETAIL DISTRICT-2		
PARKING NOTE		PARKING PROVIDED:
PARKING REQUIRED: 1 SPACE PER 250 SF 3060 / 250 = 12 SPACES REQUIRED		12 STANDARD SPACES ±2 HANDICAP SPACES 14 TOTAL SPACES
VACUUM STALLS: 20 SPACES		STACKING PROVIDED: 20 STACKING SPACES

HATCH LEGEND:	
	CONCRETE PAVEMENT
	EXISTING BRICK PAVERS
	PROPOSED CONCRETE SIDEWALK
	ROLL CURB

- SPECIAL NOTES**
1. ADA 5' WIDE CROSSWALKS
 2. ADA RAMPS
 3. STANDARD CURB & GUTTER
 4. ROLL CURB
 5. SIDEWALK FLUSH WITH PARKING

- NOTES**
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
 2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 7. ANY OVERHANG OF SHADE STRUCTURES WITHIN THE CITGO PIPELINE EASEMENT WILL REQUIRE APPROVAL FROM THAT EASEMENT HOLDER.
 8. PORTION OF PARKING AND PAVING THAT IS LOCATED OFFSITE ON LOT 3 DOES NOT HAVE A PLATTED ACCESS EASEMENT TO THE DEVELOPING LOT 2 AND WILL NEED TO BE PROVIDED.
 9. ANY OVERHANG OF SHADE STRUCTURES WITHIN CITGO PIPELINE EASEMENT WILL RECEIVE APPROVAL FROM THAT EASEMENT HOLDER.

PROPOSED IMPERVIOUS AREA: ±0.85 AC
EXISTING IMPERVIOUS AREA: ±0.28 AC

SITE DATA TABLE		
PHYSICAL ADDRESS	1001 FLOWER MOUND ROAD, FLOWER MOUND, TEXAS 75028	
GROSS SITE AREA	1.418 AC	
NET SITE AREA	0.548 AC	
ZONING	PD-78 WITH RETAIL DISTRICT-2 (R-2) USES	
CURRENT USE	UNDEVELOPED PARCEL	
LOT COVERAGE DATA	GROSS	NET
-BUILDING COVERAGE	14%	32%
-IMPERVIOUS AREA	80%	89%
-PERVIOUS AREA	20%	11%
PARKING SUMMARY		
-REQUIRED	12	
-PROVIDED	14	
SURFACE PARKING		
-OTHER	20 VACUUM STALLS	
BUILDING DATA		
-BUILDING	1 STORY	
-PEAK HEIGHT	24 FT	
-MEAN HEIGHT	17 FT 6 IN	
-TOTAL SQUARE FOOTAGE	3060 SF	

NO.	REVISION DESCRIPTION	BY	DATE
1	RESUBMITTAL	RAP	2/22/18
2	RESUBMITTAL	SLO	6/11/18
3	RESUBMITTAL	SLO	7/18/18
4	RESUBMITTAL	SLO	8/16/18
5	RESUBMITTAL	SLO	8/29/18
6	RESUBMITTAL	BED	9/7/18

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.

EMC ENGINEERING SERVICES, INC.
ENGINEERING CONSULTANTS

Engineer: BRIAN H. BRAUN
P.E. No. 127623 Date 8/29/2018

GRAPHIC SCALE: 1" = 20'

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CONCEPTUAL SITE PLAN

TIDAL WAVE AUTO SPA

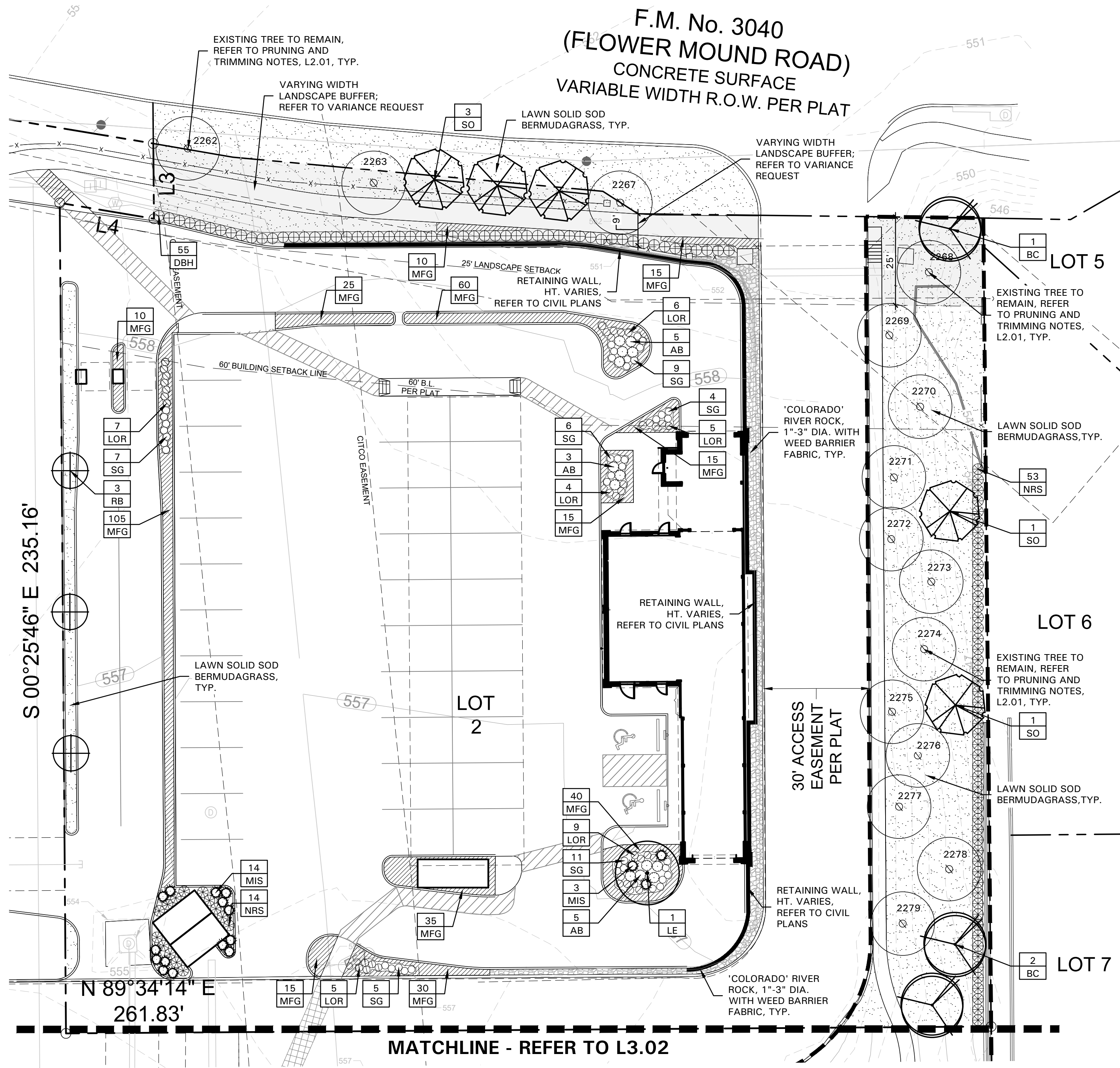
LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION

FLOWER MOUND, DENTON, TEXAS

Prepared for:

SHJ CONSTRUCTION GROUP

PROJECT NO.:	17-6058
DRAWN BY:	BED
DESIGNED BY:	BED
SURVEYED BY:	-
CHECKED BY:	BHB
SCALE:	1" = 20'
DATE:	4/3/2017



PD 78 - LOT 2			
LANDSCAPE CONFORMANCE CHART			
LANDSCAPING			
Streetyard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Minimum 20% of street yard	5,941	1,188 s.f.	3,010 s.f.
Street Buffer Landscaping			
	Street Frontage	Required	Provided
Minimum landscape buffer	FM 3040	25'	varying width 9' - 25'
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 parking spaces	14	105 s.f.	983 s.f.
PLANTING STANDARDS			
Street Yard Trees			
Standard	Total Street Yard (square feet)	Required	Provided
< 10,000s. f. = 1 tree per 1,000 s.f.	5,948	6 trees, 3" cal.	(4) Tree Credits (4) trees, 3" cal.
Trees required to satisfy other provisions of this division and lying within the street yard may be used to satisfy the requirements of this section.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree, 3" cal. per 30 l.f.	FM 3040: 235 l.f.	8 trees, 3" cal.	(4) Tree Credits (4) trees, 3" cal.
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree, 3" cal., per 10 Parking Spaces	14	2 trees, 3" cal.	1 tree, 3" cal., 3 trees, 2" cal.
All parking spaces are located within 50 ft. of a tree.			
RESIDENTIAL COMBATABILITY STANDARDS - PD 78			
Standard	Location	Required	Provided
25' buffer where property abuts residential	East property lines	25' buffer	25' buffer
6' masonry or brick wall where property abuts residential	East Property Line	6' masonry/brick wall, 6' screen	Existing 6' masonry/brick wall, 6' screen
One (1) tree per 400 s.f. of compatibility buffer	East Property Line: 5,720 s.f.	15 trees, 3" cal.	(11) Tree Credits (4) trees, 3" cal.

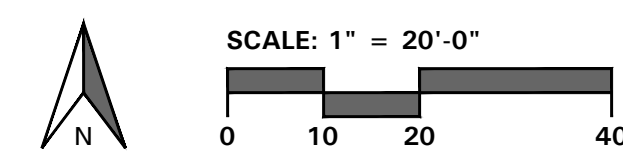
PRUNING AND TRIMMING NOTES

- CONTRACTOR SHALL PRUNE ALL EXISTING TREES ON-SITE USING THE FOLLOWING GUIDELINES.
- ALL TREES SHALL BE TRIMMED SO THAT NATURAL SHAPES OF THE PLANTS ARE RETAINED.
- DO NOT 'TOP' OR 'HEAD' TREES.
- IF BALLING OR SHEARING OF TREES HAS OCCURRED IN THE PAST, DISCONTINUE THIS PRACTICE AND ALLOW PLANTS TO GROW INTO NATURAL SHAPE.
- REMOVE SUCKERS, DEAD, DYING, DISEASED, BROKEN AND / OR WEAK BRANCHES FROM ALL TREES ALONG THE MAIN TRUNK STRUCTURE AND WITHIN THE BRANCHING AREA.
- CONTRACTOR SHALL PRUNE EXISTING DECIDUOUS HARDWOOD BY REMOVING LOWER LIMBS TO RAISE THE CANOPY. THE BOTTOM OF THE CANOPY SHALL BE RAISED TO 12'-0" ABOVE GRADE FOR DECIDUOUS HARDWOOD TREES WHEN POSSIBLE. THE INTEGRITY OF THE CANOPY AND STRUCTURE OF THE TREE SHALL BE MAINTAINED. DO NOT CUT OR PRUNE CENTRAL LEADERS.
- CONTRACTOR SHALL THIN THE CANOPY BY ONE-FOURTH. PRUNE TREE TO EVENLY SPACE BRANCHES WITHIN THE CANOPY WHENEVER POSSIBLE. REMOVE THOSE LIMBS THAT CROSS OTHERS, DOUBLE LEADERS AND THOSE THAT EXCESSIVELY EXTEND BEYOND THE NATURAL CROWN OF THE TREE.
- CONTRACTOR SHALL PROVIDE DEEP ROOT FEEDING AND INVIGORATION OF EXISTING TREES. THIS SHALL BE ORGANIC BASED NUTRIENTS BASED FOR ROOT GROWTH AND LEAF GROWTH STIMULATION.
- CONTRACTOR SHALL BE REQUIRED TO CHIP ALL REMOVED BRANCHES, LEAFS, ETC.

PLANT LEGEND

SYMBOL	COMMON NAME
AB	Dwarf Abelia 'Edward Goucher'
BC	Bald Cypress
DBH	Dwarf Burford Holly
LE	Lacebark Elm
LOR	Loropetalum 'Purple Diamond'
MFG	Mexican Feathergrass
MIS	Miscanthus 'Adagio'
NRS	Nellie R. Stevens Holly
RB	Oklahoma Redbud
SG	Salvia Greggii
SO	Shumard Red Oak

REFER TO L3.03 FOR PLANT LIST



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GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

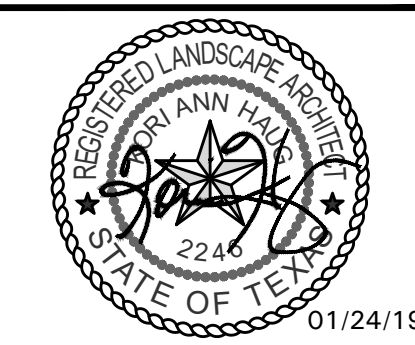
LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

NO.	REVISION DESCRIPTION	BY	DATE
1	COORDINATION	MGM	4/10/18
2	COORDINATION	MGM	6/15/18
3	COORDINATION	MGM	8/01/18
4	COORDINATION	MGM	8/23/18
5	CITY COMMENT	MGM	8/27/18
6	CITY COMMENT	MGM	11/24/19



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LANDSCAPE PLAN

TIDAL WAVE AUTO SPA
LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION
FLOWER MOUND, DENTON, TEXAS

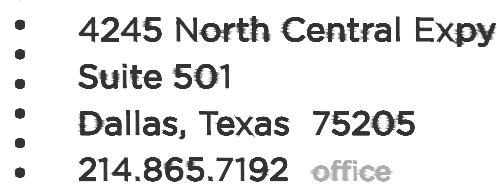
Prepared for:
SHJ CONSTRUCTION GROUP

PROJECT NO.:	17-6058
DRAWN BY:	MGM
DESIGNED BY:	MGM
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	KAH
SCALE:	1" = 20' - 0"
DATE:	12/20/2017

SHEET
L3.01

END OF SECTION

SHEET
L3.04



EXTERIOR FINISH MATERIALS SCHEDULE:	
MASONRY VENEER	BRICK VENEER – ACME TEXAS (MATCH MASONRY OF ADJACENT BUILDINGS)
WATER TABLE	8" BASCO PRECAST PRODUCT COLOR – AS SELECTED BY TIDAL WAVE CORPORATE TO MATCH ADJACENT BUILDINGS
VENEER STONE	GRANDBURY NATURAL CHOP
STUCCO	COLOR – VAN DYKE 110 (MATCH STUCCO COLOR OF ADJACENT BUILDINGS)
S.F. (STOREFRONT)	PREFINISHED ALUMINUM STOREFRONT FRAME COLOR – BRONZE GLAZING – 1/2" INSULATED TEMPERED CLEAR AT OPERATOR BOOTH DOORS/WINDOWS 1/4" TEMPERED CLEAR OTHERWISE.
METAL ROOF PANELS	MFR'D BY DETAILED METALS, GRIFFIN GA STANDING SEAM COLOR– CHARCOAL
FASICA, GUTTERS DOWNSPOUTS (D.S.)	PREFINISHED METAL , MFR'D BY DETAILED METALS, GRIFFIN GA COLOR– ASH RANGE
EXPOSED STEEL FRAMING	PREP AND PAINT COLOR – ASH RANGE
DOORS AND FRAMES	PAINT TO MATCH STOREFRONT FRAMES. SW 2735 ROCKWEED.

EXTERIOR FINISH MATERIALS SCHEDULE:				
	NORTH	SOUTH	EAST	WEST
1. TOTAL FACADE S.F. AREA	479 S.F.	479 S.F.	1430 S.F.	1344 S.F.
2. FACADE S.F. AREA (EXCLUSIVE OF DOORS, OPENINGS, OVERHEAD DOORS, AND WINDOWS)	324 S.F.	330 S.F.	719.98 S.F.	983.66 S.F.
3. DOORS, OPENINGS, OVERHEAD DOORS, WINDOWS S.F. AREA	155 S.F.	149 S.F.	710.02 S.F.	360.34 S.F.
4. PRIMARY MASONRY TOTALS (MIN. 80% OF ITEM #2 FACADE AREA)	298 s.f. 91% OF FACADE AREA	304 S.F. 92% OF FACADE AREA	645.98 S.F. 89% OF FACADE AREA	909.66 S.F. 92% OF FACADE AREA
4A. BRICK VENEER S.F. AREA	82 S.F. 25% OF ITEM 2	70 S.F. 21% OF ITEM 2	170 S.F. 23% OF ITEM 2	274 S.F. 28% OF ITEM 2
4B. STONE VENEER S.F. AREA	183 S.F. 56% OF ITEM 2	204 S.F. 62% OF ITEM 2	475.98 S.F. 66% OF ITEM 2	520.66 S.F. 53% OF ITEM 2
4C. STUCCO S.F. AREA	33 S.F. 10% OF ITEM 2	30 S.F. 9% OF ITEM 2	NONE	115 S.F. 11% OF ITEM 2
NO SECONDAY MASONRY IS PROPOSED FOR THE BUILDING				
5. PREFIN. METAL FREIZE BOARD	26 S.F.	26 S.F.	74 S.F.	74 S.F.

SHEET LEGEND:	
A1.0	EXTERIOR FINISHES – DIGITAL SAMPLE BOARD
A1.1	FLOOR PLAN
A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
A2.3	EXTERIOR ELEVATIONS
CA.1	AUXILIARY STRUCTURES
CA.2	AUXILIARY STRUCTURES

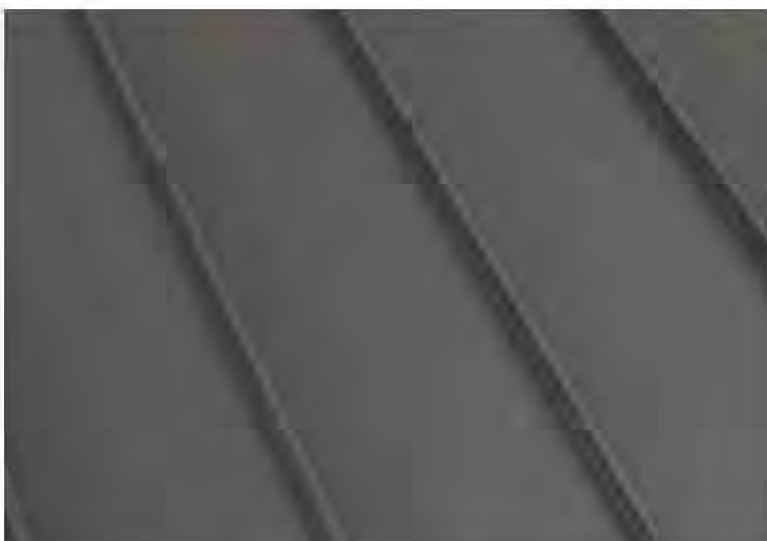
- GENERAL NOTES:**
- ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO MATCH THE MATERIAL OF THE MAIN BUILDING.
 - ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN SAME MATERIAL AS THE MAIN BUILDING.
 - ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/TEXTURED TO MATCH COLOR OF THE BUILDING.
 - DUMPSTER SCREENING WALL REQUIRES A SEPARATE PERMIT.
 - SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATION ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.



BRICK VENEER
ACME TEXAS



METAL TRIM/EXPOSED STEEL
ASH GRAY



METAL ROOF
STANDING SEAM
CHARCOAL



GLAZING
CLEAR



STONE VENEER
GRANDBURY NATURAL CHOP



STUCCO
VAN DYKE 110



DOOR/FRAMES
ROCKWEED SW 2735

EXTERIOR FINISHES

FINISHES ARE TYPICAL AT ALL STRUCTURES.

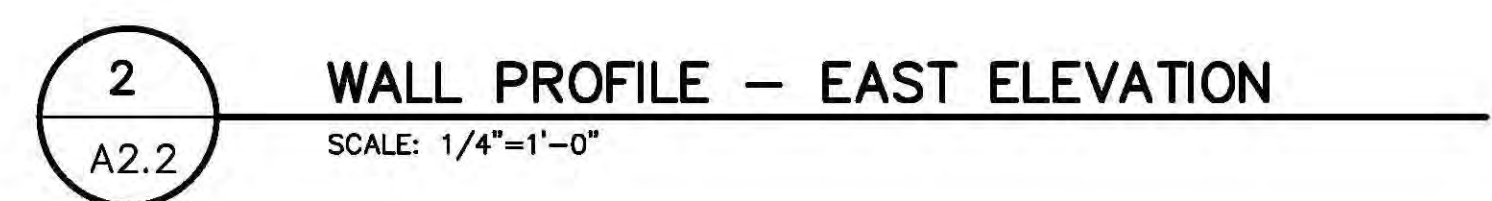
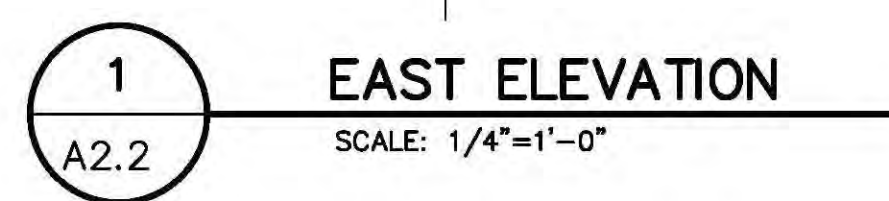
M. TODD ALBRITTON, ARCHITECT
202 East Main Street
Thomaston, GA 30286
Texas Reg. 26868

TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXAS

7/16/18

TIDAL WAVE
AUTO SPA

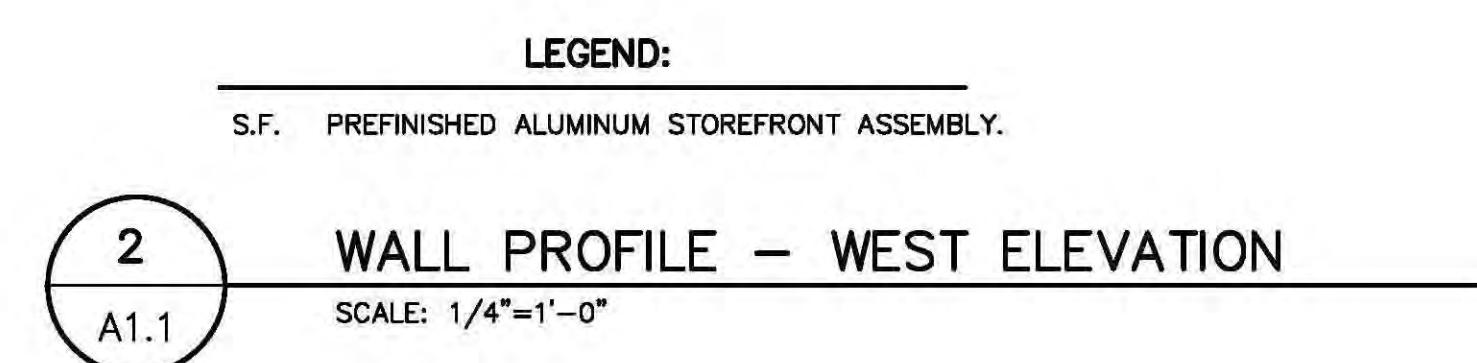
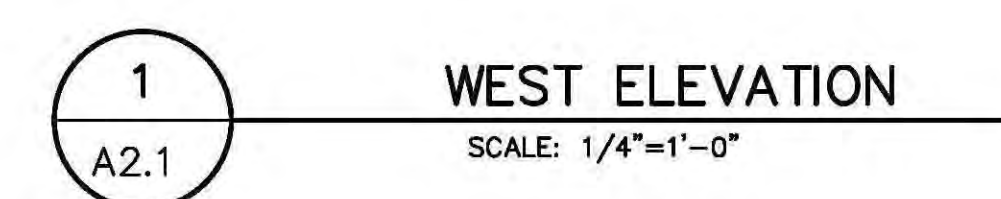
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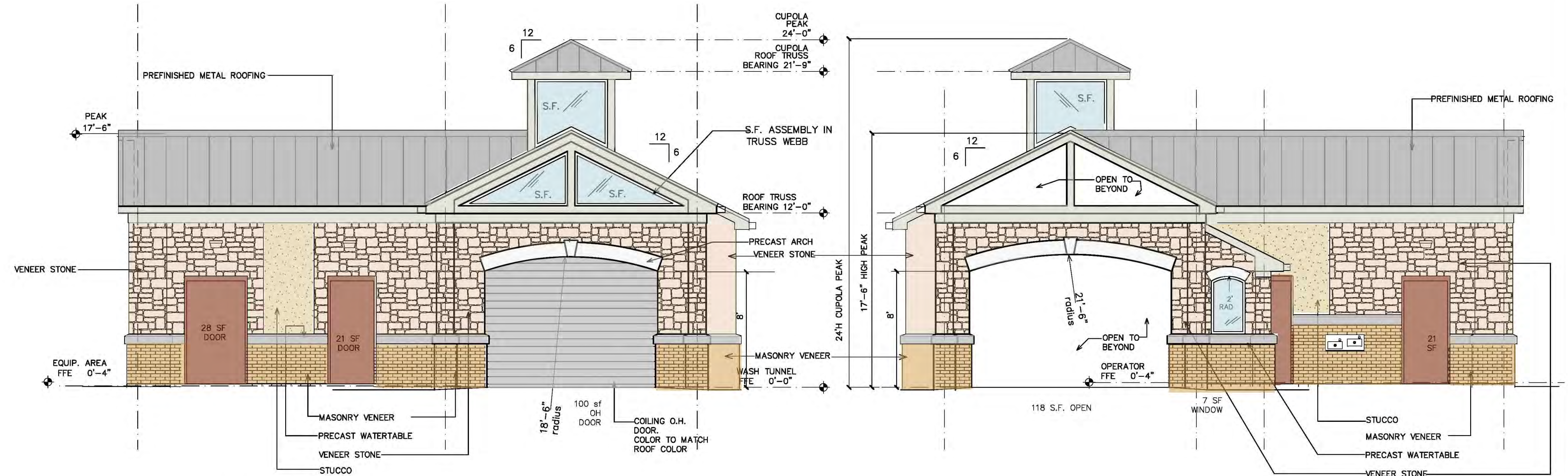
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7/16/18

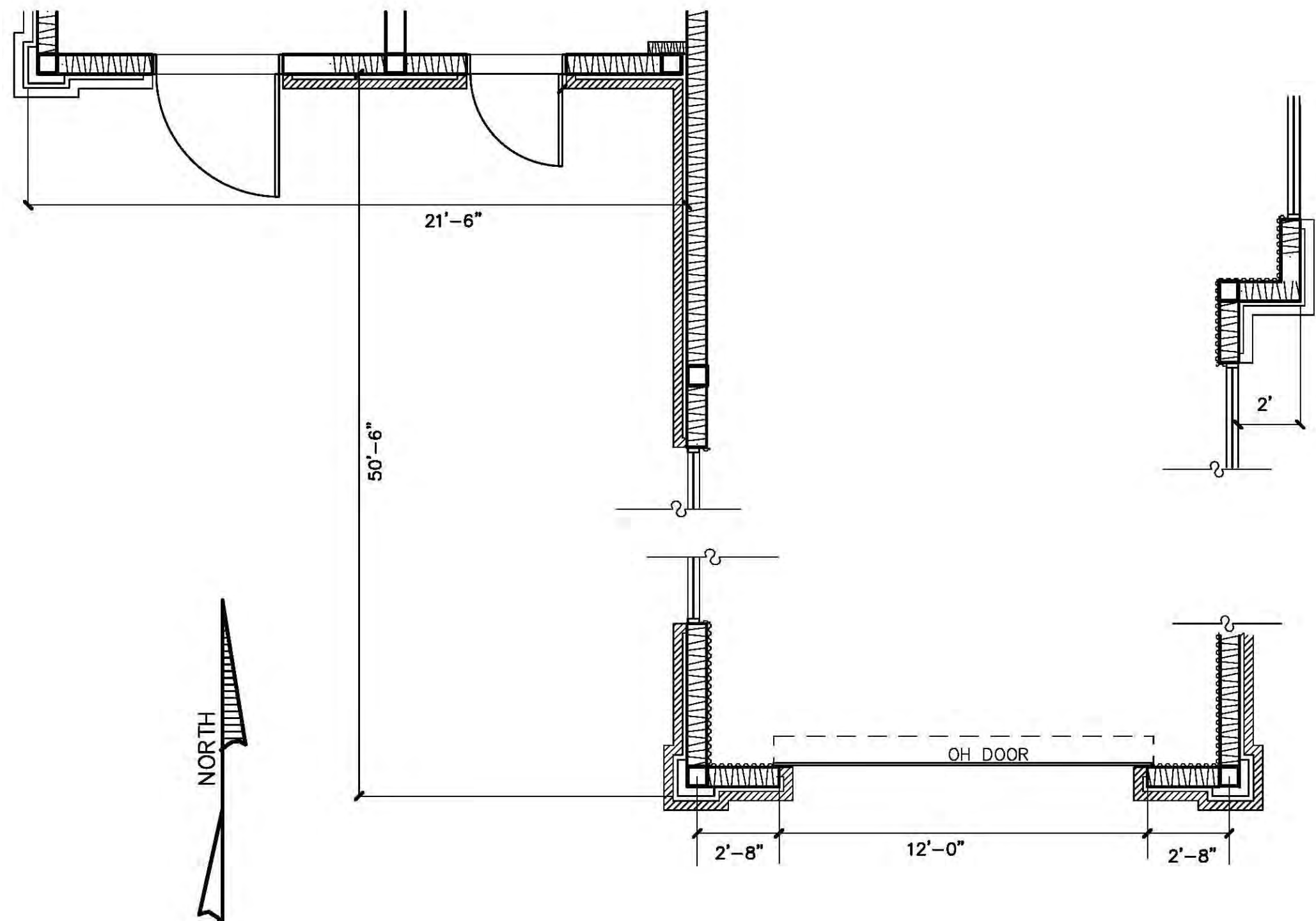


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Texas Reg. 26868

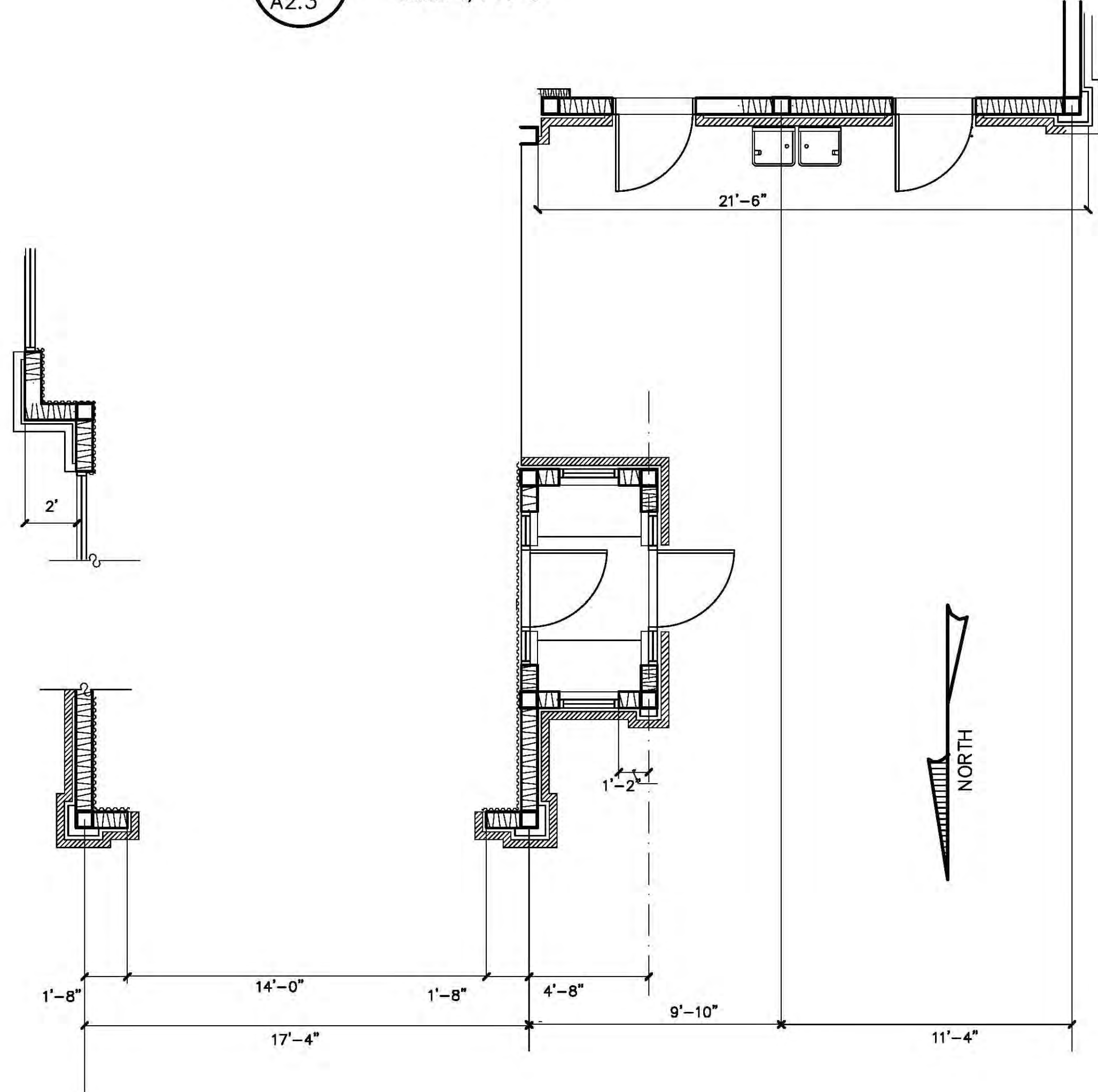


1 SOUTH ELEVATION – EXIT
SCALE: 1/4"=1'-0"

3 NORTH ELEVATION – ENTRY
SCALE: 1/4"=1'-0"

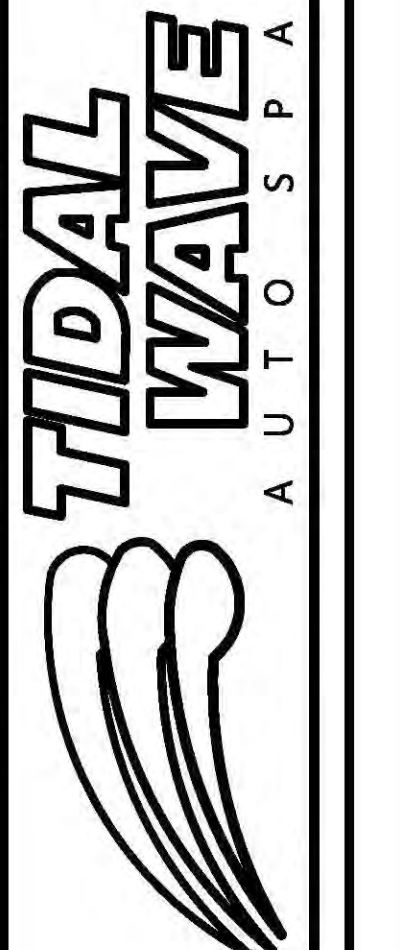


2 WALL PROFILE – SOUTH ELEVATION
SCALE: 1/4"=1'-0"



4 WALL PROFILE – NORTH ELEVATION
SCALE: 1/4"=1'-0"

TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXAS

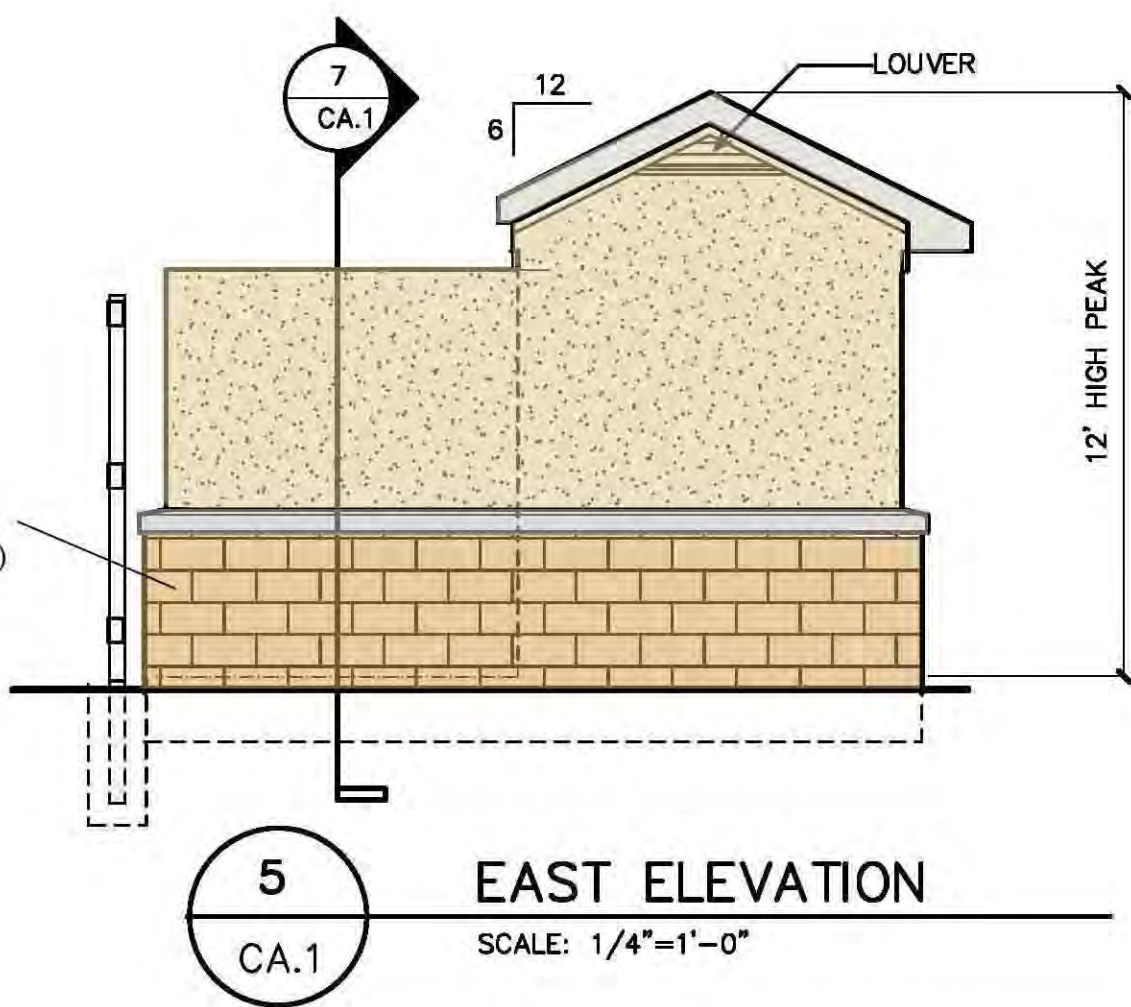
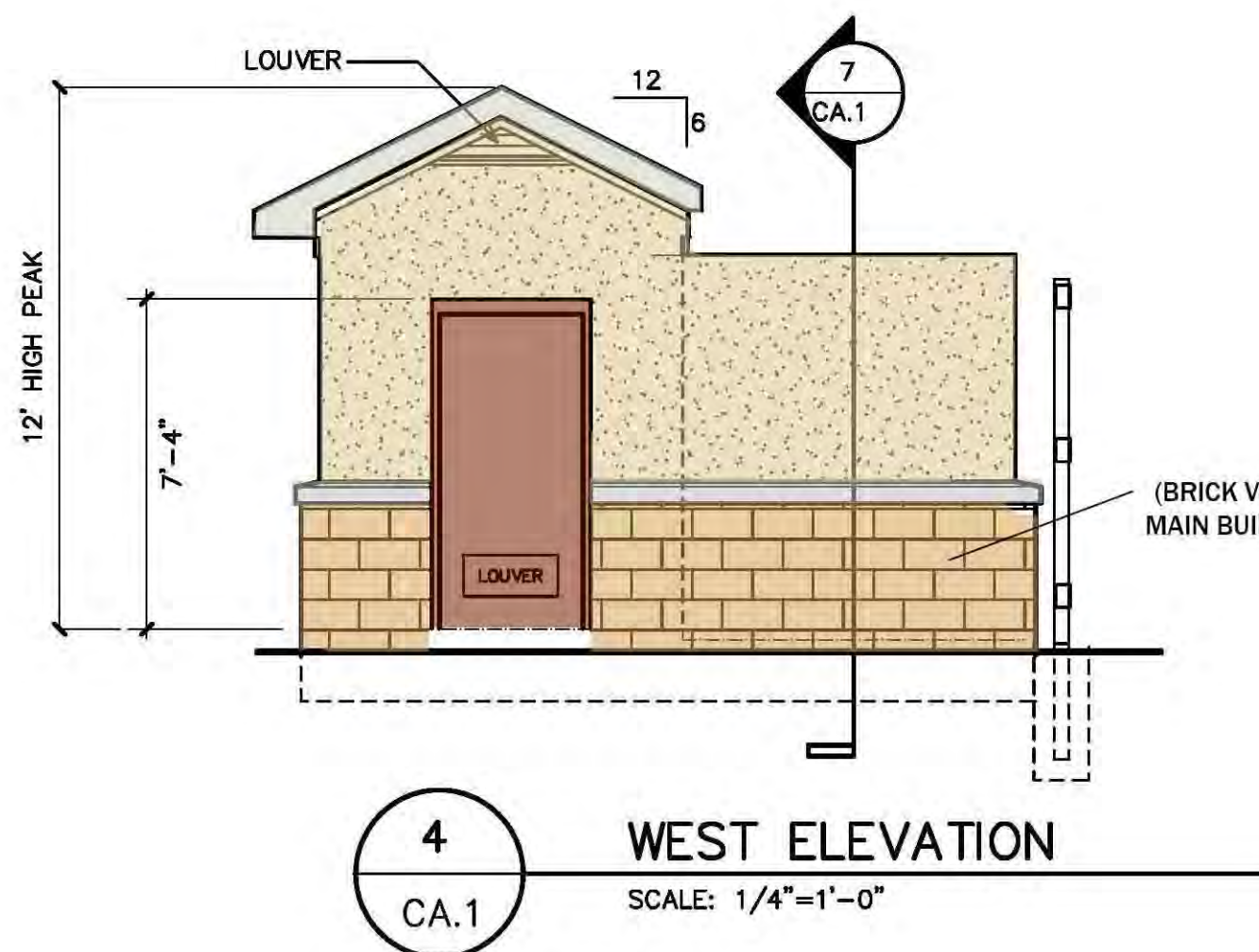
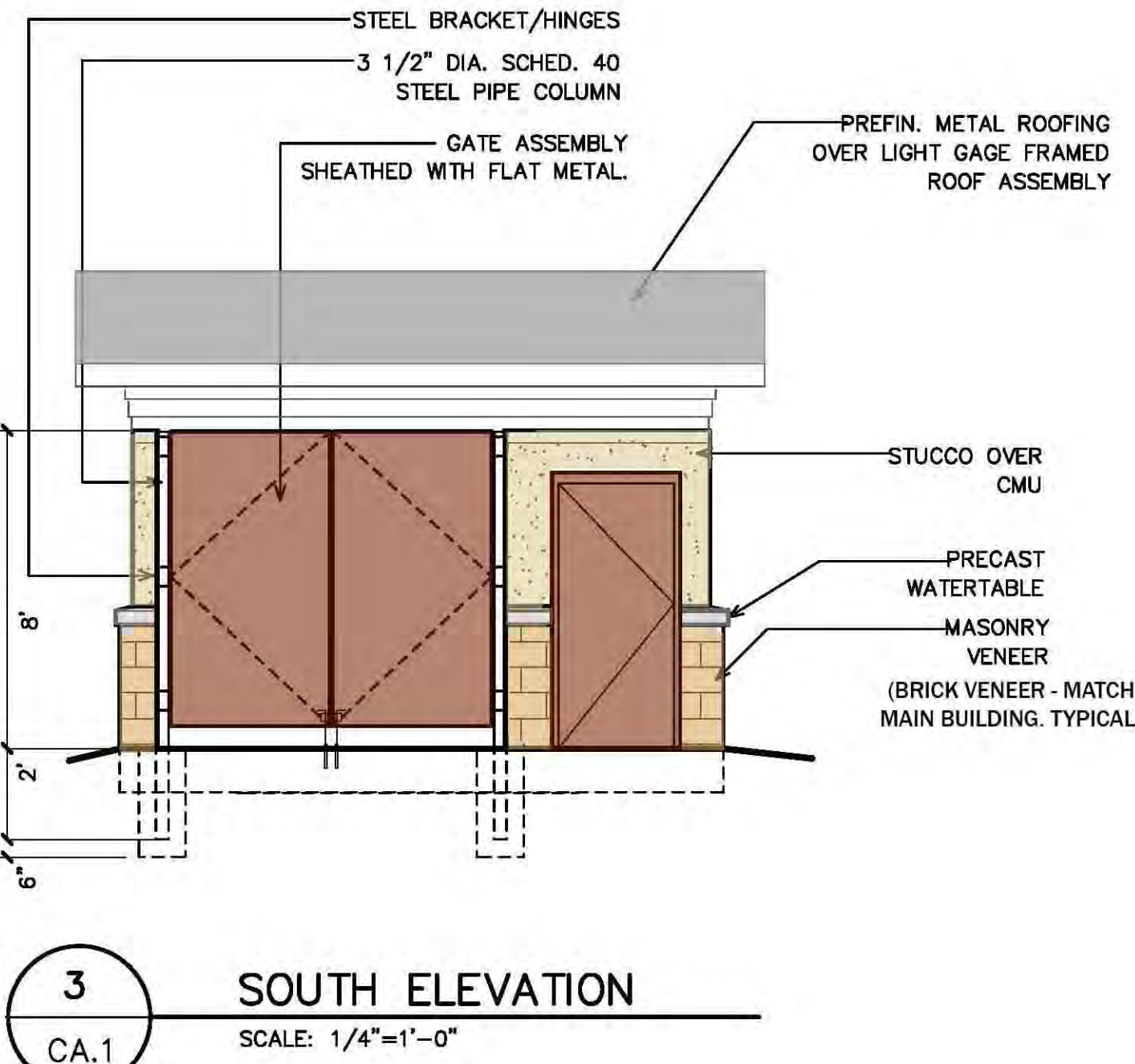
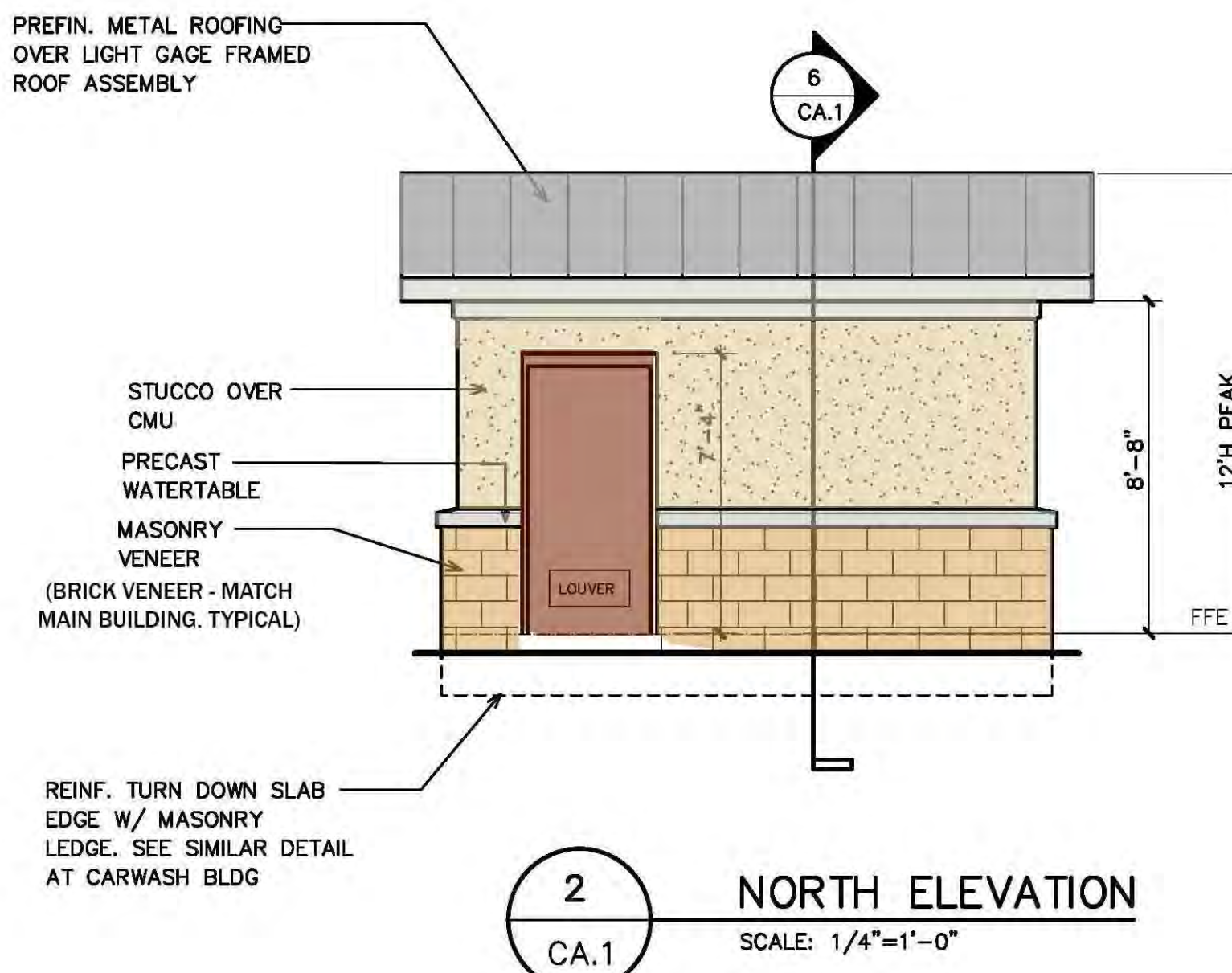
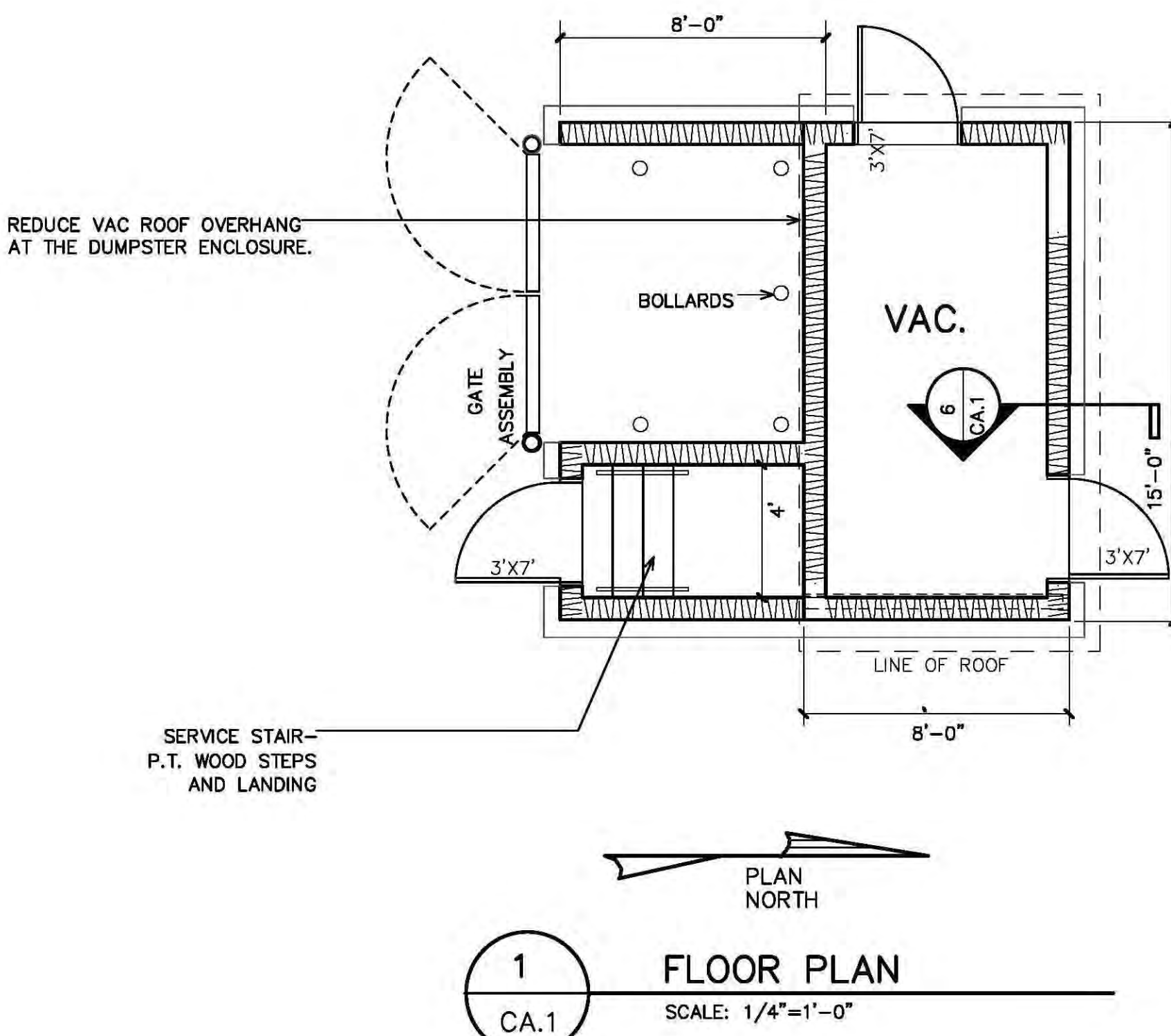


M. TODD ALBRITTON, ARCHITECT
202 East Main Street
Thomaston, GA 30286
Texas Reg. 26868

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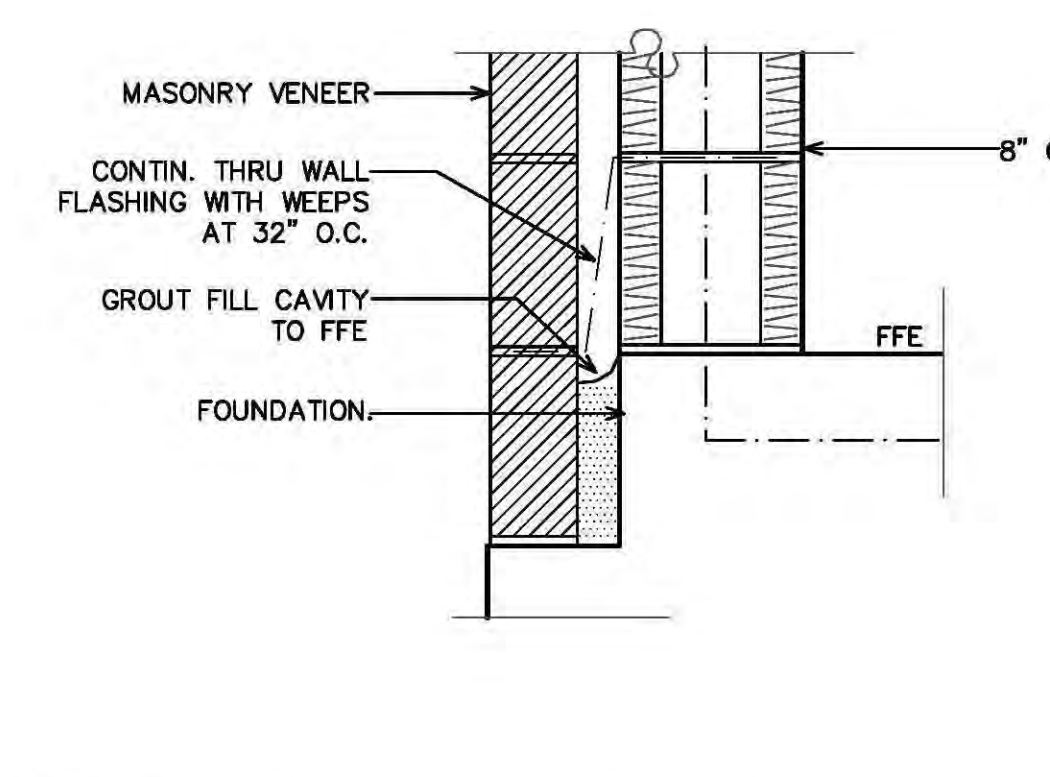
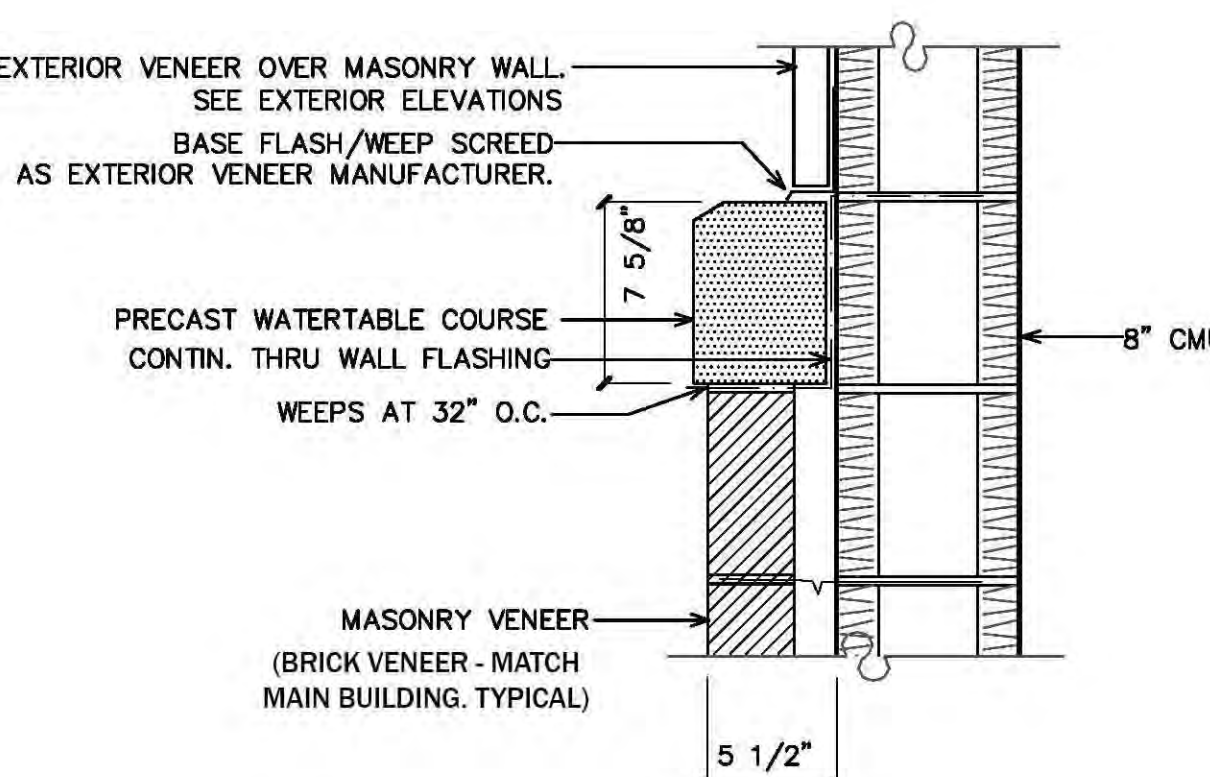
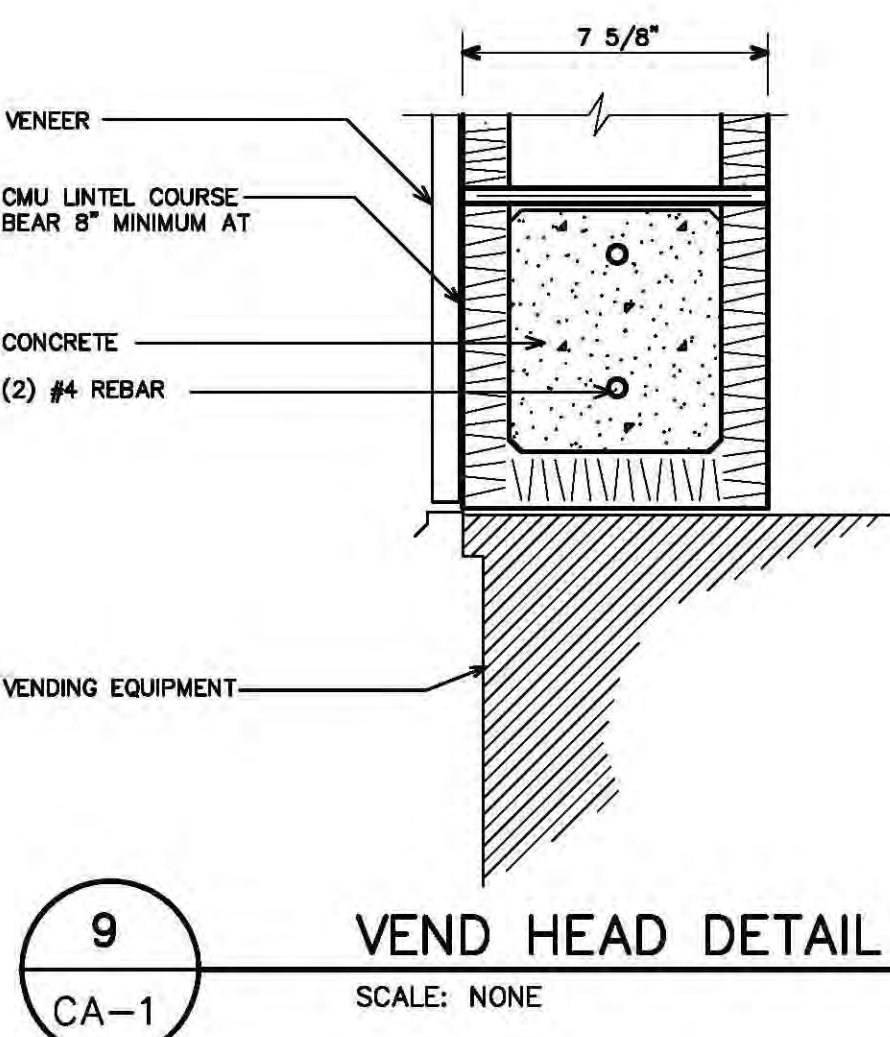
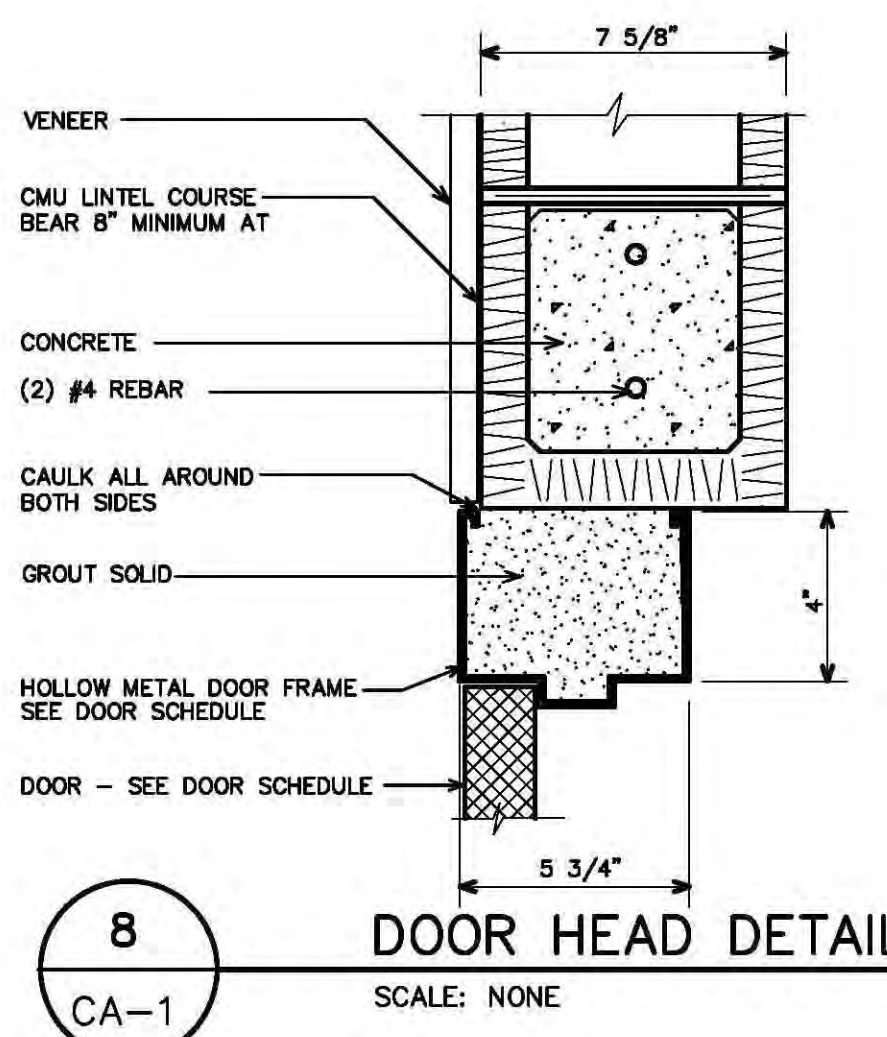
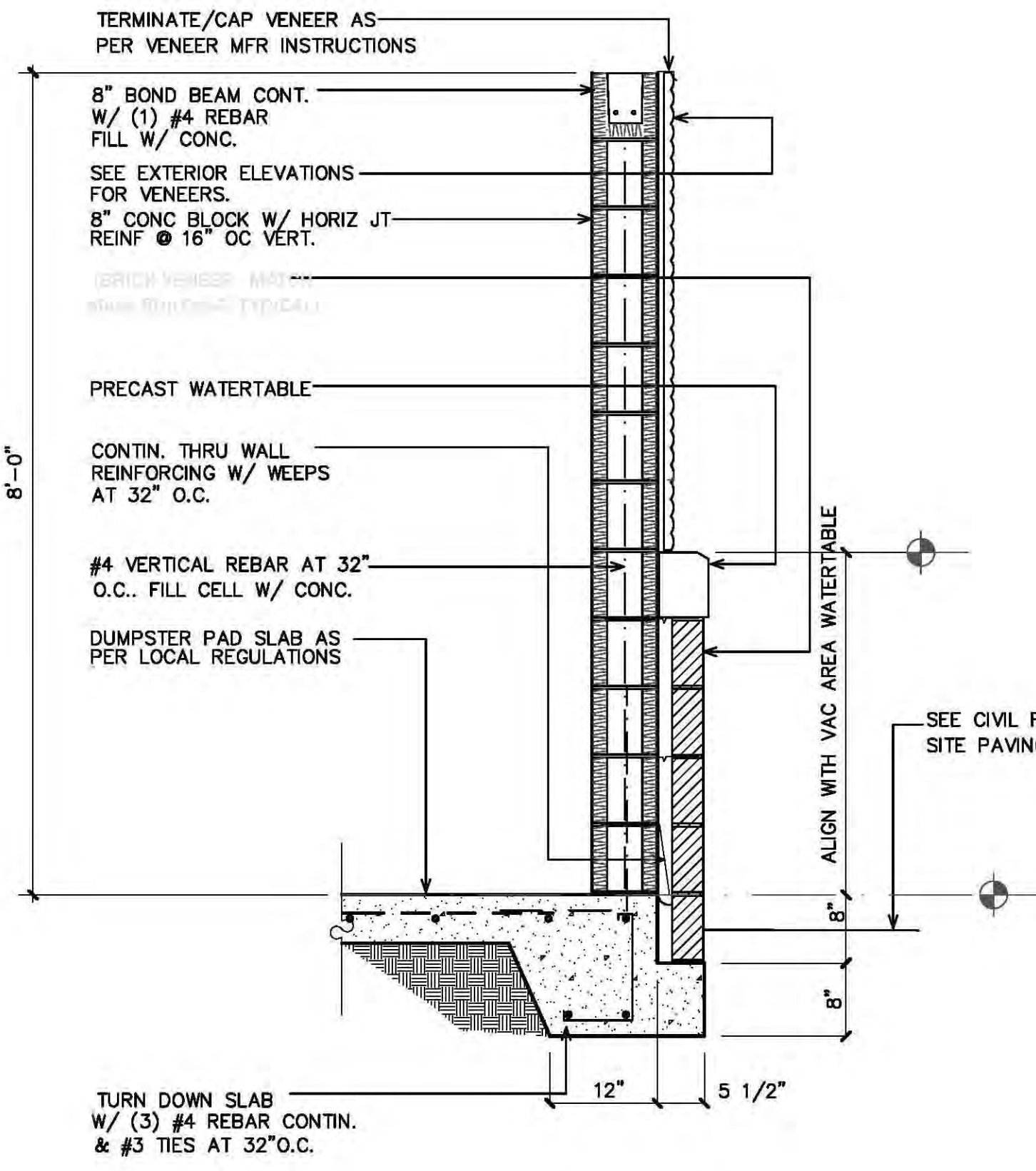
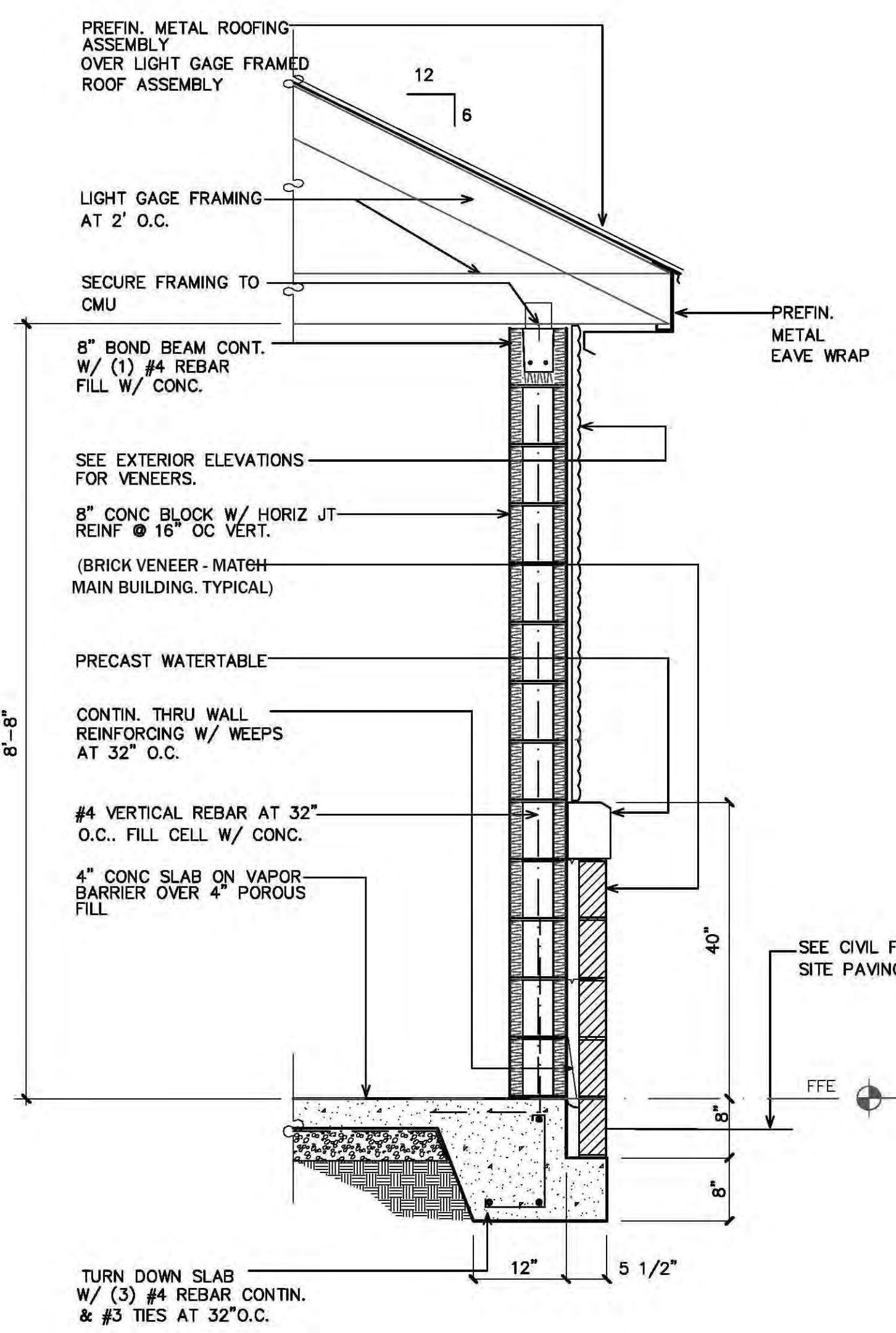
EXTERIOR FINISH MATERIALS SCHEDULE:

MASONRY VENEER	BRICK VENEER - ACME TEXAS (MATCH MASONRY OF ADJACENT BUILDINGS)
WATER TABLE	8" BASCO PRECAST PRODUCT
VENEER STONE	COLOR - AS SELECTED BY TIDAL WAVE CORPORATE TO MATCH ADJACENT BUILDINGS
STUCCO	COLOR - VAN DYKE 110 (MATCH STUCCO COLOR OF ADJACENT BUILDINGS)
S.F. (STOREFRONT)	PREFINISHED ALUMINUM STOREFRONT FRAME COLOR - BRONZE GLAZING - 1/2" INSULATED TEMPERED CLEAR AT OPERATOR BOOTH DOORS/WINDOWS 1/4" TEMPERED CLEAR OTHERWISE.
METAL ROOF PANELS	MFR'D BY DETAILED METALS, GRIFFIN GA STANDING SEAM COLOR - CHARCOAL
FASICA, GUTTERS DOWNSPOUTS (D.S.)	PREFINISHED METAL, MFR'D BY DETAILED METALS, GRIFFIN GA COLOR - ASH RANGE
EXPOSED STEEL FRAMING	PREP AND PAINT COLOR - ASH RANGE
DOORS AND FRAMES	PAINT TO MATCH STOREFRONT FRAMES. SW 2735 ROCKWEED.



GENERAL NOTE:
ALL EXTERIOR FINISHES SHALL
MATCH MAIN CARWASH BUILDING
FINISHES.

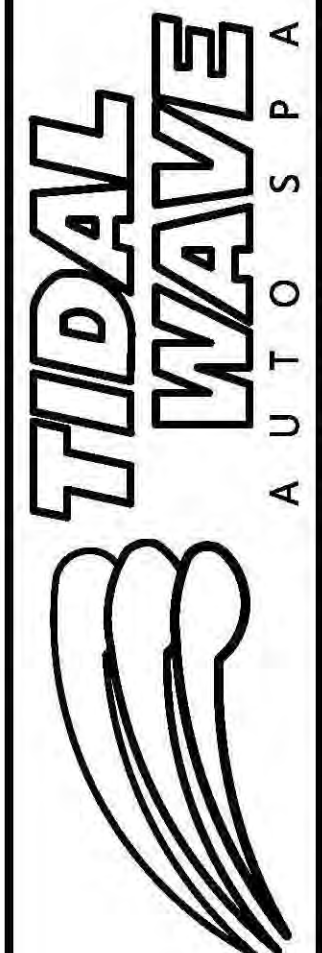
DUMSTER ENCLOSURE/VAC HOUSE



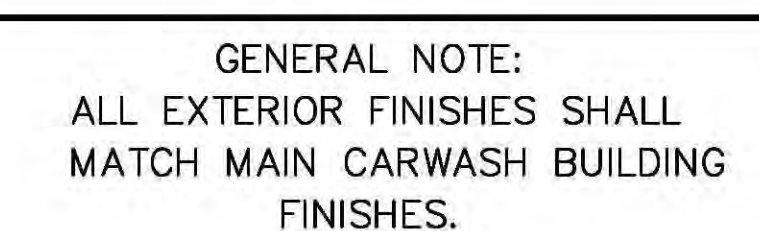
GENERAL NOTE:
ALL EXTERIOR FINISHES SHALL
MATCH MAIN CARWASH BUILDING
FINISHES.

M. TODD ALBRITTON, ARCHITECT
202 East Main Street
Thomaston, GA 30286
Texas Reg. 26868

TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXAS



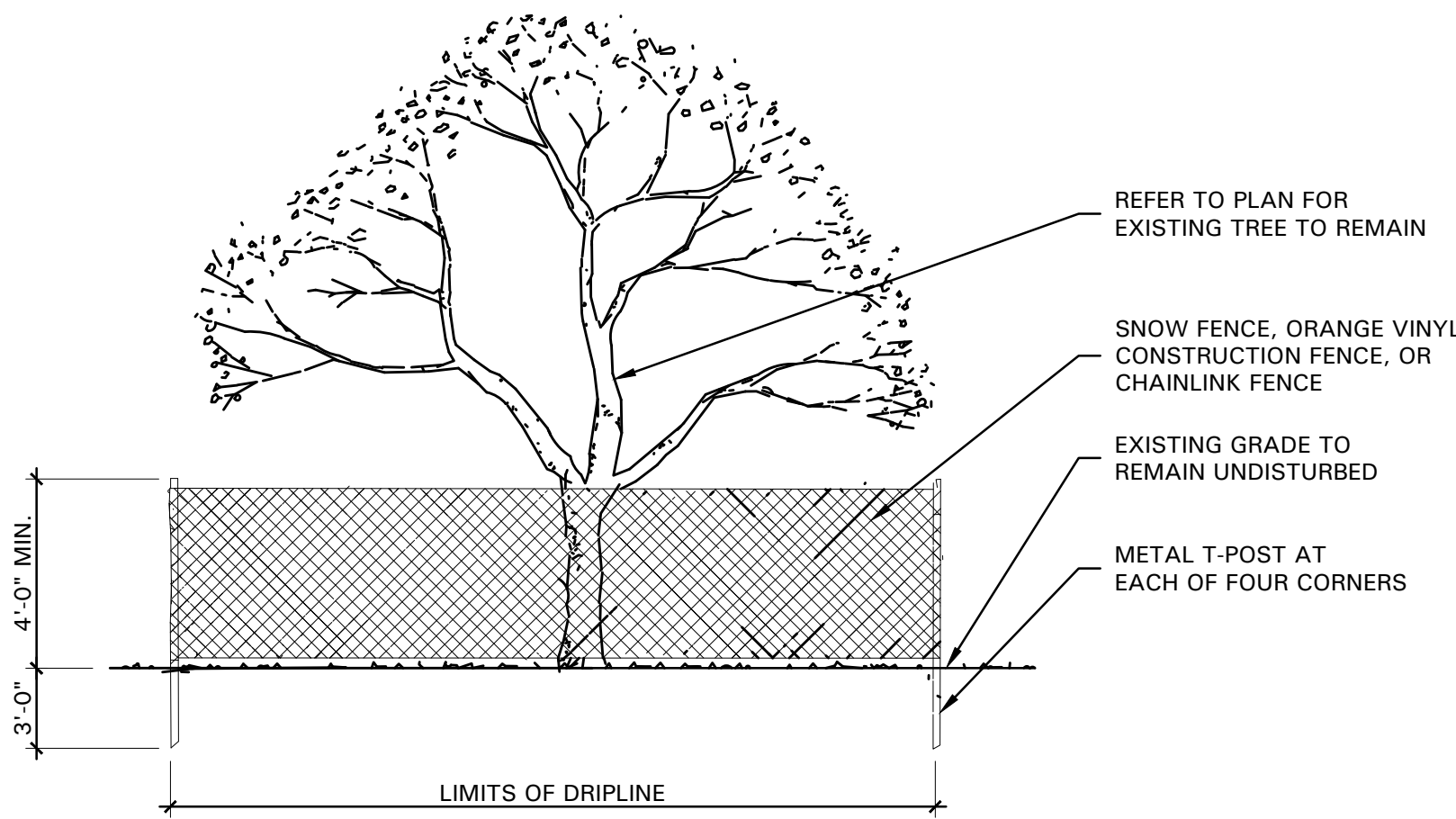
TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXAS



TREE PRESERVATION NOTES

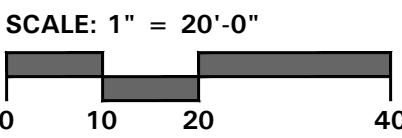
1. EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND DRIP LINE (CANOPY) OF TREE.
2. IF ANY ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION CONSTRUCTION, NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. IT IS RECOMMENDED THAT A LICENSED ARBORIST BE SECURED FOR THE TREATMENT OF ANY POSSIBLE TREE WOUNDS.
3. NO DISTURBANCE OF THE SOIL GREATER THAN 4" SHALL BE LOCATED CLOSER TO THE TREE TRUNK THAN THE DISTANCE OF THE DRIP LINE TO THE TREE TRUNK. A MINIMUM OF 75% OF THE DRIP LINE AND ROOT ZONE SHALL BE PRESERVED AT NATURAL GRADE.
4. ANY FINE GRADING DONE WITHIN THE CRITICAL ROOT ZONES OF THE PROTECTED TREES MUST BE DONE WITH LIGHT MACHINERY (AS A BLEND) OR LIGHTER CONSTRUCTION ON EARTH MOVING EQUIPMENT WITH TRACKS IS ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE TREES.
5. NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE DRIP LINE OF ANY TREE.
6. NO EQUIPMENT MAY BE CLEANED OR TOXIC SOLUTIONS, OR OTHER LIQUID CHEMICALS, SHALL BE PLACED WITHIN THE LIMITS OF THE DRIP LINE OF ANY TREE, INCLUDING BUT NOT LIMITED TO: PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
7. NO SIGNS, WIRES OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
8. NO VEHICULAR / CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE DRIP LINE OF TREES.
9. BORING OF UTILITIES MAY BE PERMITTED UNDER PROTECTED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES.
10. IRRIGATION TRENCHING WHICH MUST BE DONE WITHIN THE CRITICAL ROOT ZONE OF A TREE SHALL BE DUG BY HAND AND ENTER THE AREA IN A RADIAL MANNER.
11. TREES TO BE REMOVED FROM THE SITE SHALL BE FLAGGED WITH IDENTIFICATION WITH BRIGHT RED VINYL TAPE (3" WIDTH) WRAPPED AROUND THE MAIN TRUNK AT A HEIGHT OF FOUR (4') FEET ABOVE GRADE. FLAGGING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO ANY TREE REMOVAL. CONTRACTOR SHALL CONTACT OWNER'S AUTHORIZED REPRESENTATIVE WITH 72 HOURS NOTICE TO SCHEDULE ON-SITE MEETING.
12. ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREE'S DRIP LINE. THE PROTECTIVE FENCING MAY BE COMPOSED OF ANY FENCE TYPE, CHAIN LINK FENCE, CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR (4') FOOT APPROXIMATE HEIGHT. THE PROTECTIVE FENCING SHALL BE LOCATED, AS INDICATED ON THE TREE PROTECTION DETAIL.
13. WHEN A LOW HANGING LIMB IS BROKEN DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PRUNE ANY PORTION OF THE DAMAGED TREE WITHOUT THE PRESENT APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.

PRIOR TO ANY WORK BEGINNING ON-SITE, A TREE PROTECTION INSPECTION IS REQUIRED TO BE SCHEDULED AND APPROVED. PLEASE CONTACT JAMES HOEFERT WITH THE TOWN OF FLOWER MOUND (972) 874-6352 FOR ADDITIONAL INFORMATION



01 TREE PROTECTIVE FENCING

NOT TO SCALE



- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office

TREE PRESERVATION PLAN

TIDAL WAVE AUTO SPA
LOT 2, BLOCK A, FLOWER MOUND MARKET
FLOWER MOUND, DENTON, TEXAS

Prepared for:

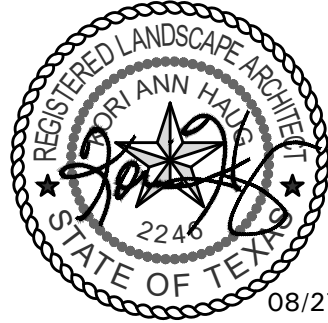
SHJ CONSTRUCTION GROUP

Prepared for:

SHJ CONSTRUCTION GROUP

PROJECT NO.:	17-6058
DRAWN BY:	MGM
DESIGNED BY:	MGM
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	KAH
SCALE:	1" = 20' - 0"
DATE:	12/20/2017

SHEET
L1.01



EMC ENGINEERING
SERVICES, INC.

1344 US Hwy 19S, Suite A
Leesburg, GA 31763
Ph: (229) 435-6133
Fax: (229) 439-7979
albany@emc-eng.com
www.emc-eng.com



CIVIL
MARINE
ENVIRONMENTAL

OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK,
COLUMBIA, SAVANNAH, STATESBORO, AND VAL D'AUTRE

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. 452 (SUP-452) FOR AN AUTOMATIC CAR WASH ON CERTAIN PROPERTY DESCRIBED AS 1.42 ACRES OF LAND AND BEING ALL OF LOT 2, BLOCK A, OF THE FLOWER MOUND MARKET ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 78 (PD-78) WITH RETAIL DISTRICT-2 (R-2) USES; GRANTING AN EXCEPTION TO SECTION 82-242, "STREET BUFFER LANDSCAPING," OF THE CODE OF ORDINANCES, AND A WAIVER TO CERTAIN ARCHITECTURAL STANDARDS IN THE TOWN'S URBAN DESIGN PLAN IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 1.42 acres of land and being all of Lot 2, Block A, of the Flower Mound Market Addition has filed an application for a Specific Use Permit for an automatic car wash; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 28, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 4, 2019, 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

Ordinance No. _____**Page 2**

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:

1.42 acres of land and being all of Lot 2, Block A, of the Flower Mound Market Addition, Denton County, Texas.

Specific Use Permit No. 452 is hereby granted for an automatic car wash, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

- 1) Days and hours of operation are limited to the following:
 - a. Monday through Saturday – 8:00 a.m. to 8:00 p.m; and,
 - b. Sunday-10:00 a.m. to 8:00 p.m.

SECTION 2

The conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed automatic car wash, 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 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.

SECTION 5

An exception to Section 82-242, Street buffer landscaping, is hereby granted, specifically to allow a variable width landscape buffer along Flower Mound Road, ranging from nine feet to 25 feet, and depicted as shown on Exhibit “B”.

Ordinance No. _____**Page 3****SECTION 6**

A waiver to Architectural Standards, Section 12.1, Roofs and Parapets, of the Town's Urban Design Plan, is hereby granted specifically to allow a side gable on the building's west façade to be constructed to a roof pitch of 4:12, and depicted as shown on Exhibit "C".

SECTION 7

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 8

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 9

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 10

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 11

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.

Ordinance No. _____

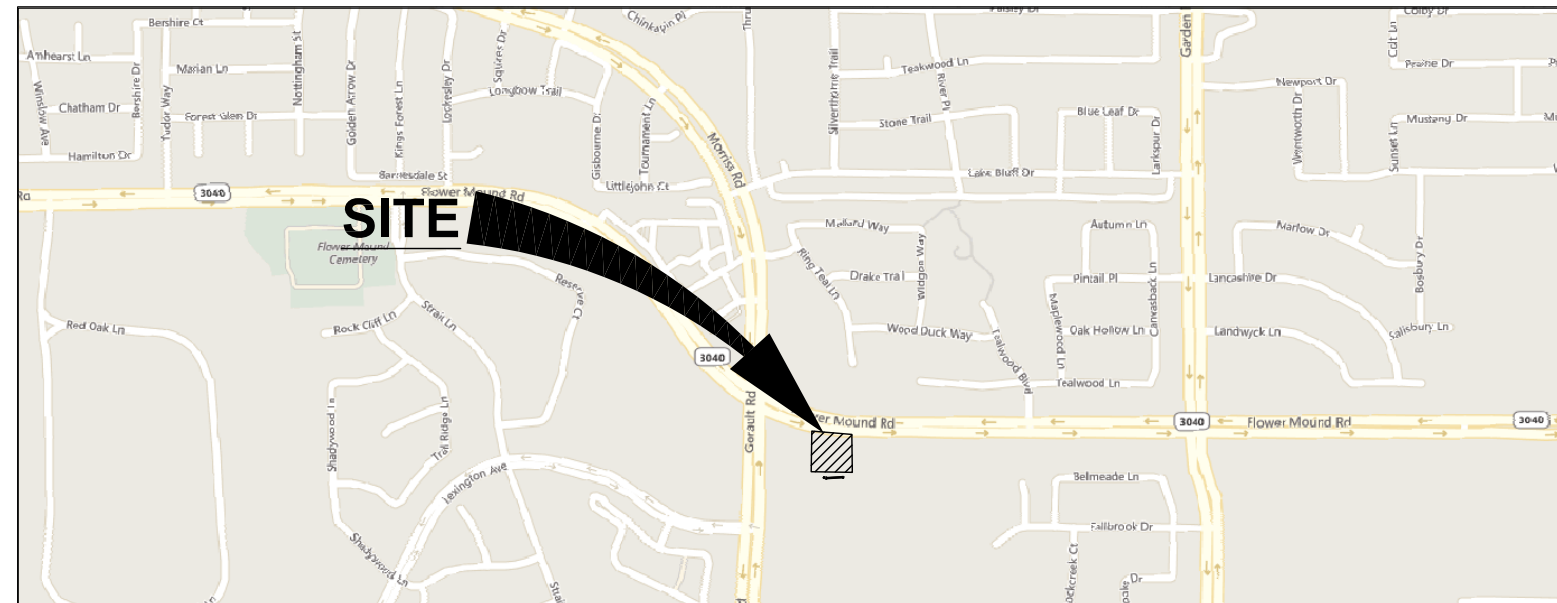
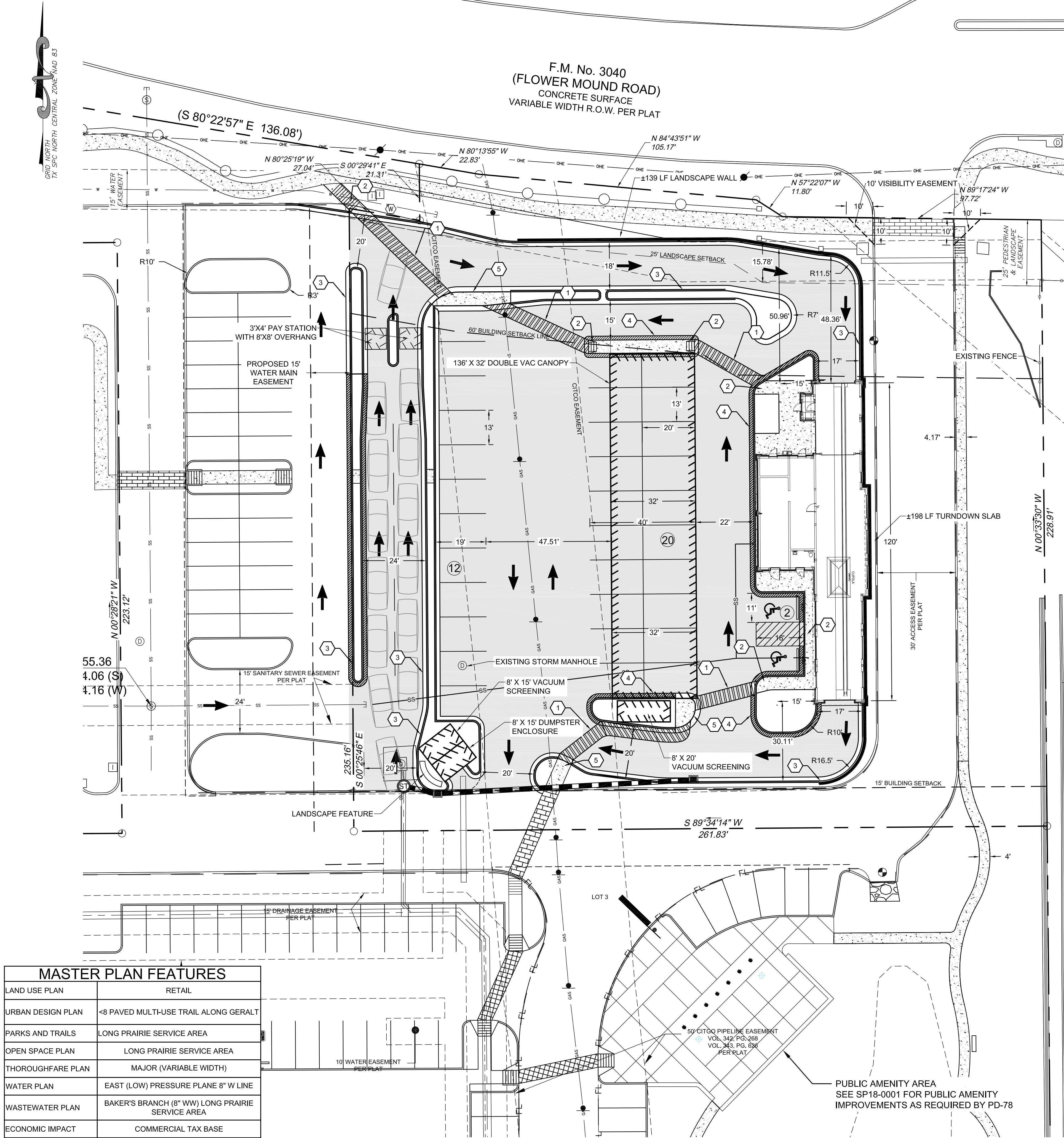
Page 4

SECTION 12

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 4TH DAY OF FEBRUARY, 2019.

APPROVED:_____
Steve Dixon, MAYOR**ATTEST:**_____
Theresa Scott, TOWN SECRETARY



VICINITY MAP
N.T.S.

SITE INFORMATION		BUILDING SETBACKS:	
ADDRESS: 1001 FLOWER MOUND ROAD FLOWER MOUND, TEXAS 75028 LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION		FRONT: 30' (60' ADJ. TO MAJOR ARTERIAL) SIDE: 0' REAR: 15'	
PROPERTY AREA: ±1.418 AC		LANDSCAPE BUFFER: STREET: 25'	
PARCEL ID #: 279846		VARIANCE REQUEST: 16' REDUCTION TO LANDSCAPE SETBACK	
PROPERTY ZONING: R-2 RETAIL DISTRICT-2			
PARKING NOTE		PARKING PROVIDED:	
PARKING REQUIRED: 1 SPACE PER 250 SF 3060 / 250 = 12 SPACES REQUIRED		12 STANDARD SPACES ±2 HANDICAP SPACES 14 TOTAL SPACES	
VACUUM STALLS: 20 SPACES		STACKING PROVIDED: 20 STACKING SPACES	

HATCH LEGEND:	
	CONCRETE PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	EXISTING BRICK PAVERS
	ROLL CURB

- SPECIAL NOTES
- 1. ADD 5' WIDE CROSSWALKS
 - 2. ADD RAMPS
 - 3. STANDARD CURB & GUTTER
 - 4. ROLL CURB
 - 5. SIDEWALK FLUSH WITH PARKING

- NOTES
- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
 - ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE. ANY MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE 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 SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 - ANY OVERHANG OF SHADE STRUCTURES WITHIN THE CITGO PIPELINE EASEMENT WILL REQUIRE APPROVAL FROM THAT EASEMENT HOLDER.
 - PORTION OF PARKING AND PAVING THAT IS LOCATED OFFSITE ON LOT 3 DOES NOT HAVE A PLATTED ACCESS EASEMENT TO THE DEVELOPING LOT 2 AND WILL NEED TO BE PROVIDED.
 - ANY OVERHANG OF SHADE STRUCTURES WITHIN CITGO PIPELINE EASEMENT WILL RECEIVE APPROVAL FROM THAT EASEMENT HOLDER.

PROPOSED IMPERVIOUS AREA: ±0.85 AC
EXISTING IMPERVIOUS AREA: ±0.28 AC

SITE DATA TABLE		
PHYSICAL ADDRESS	1001 FLOWER MOUND ROAD, FLOWER MOUND, TEXAS 75028	
GROSS SITE AREA	1.418 AC	
NET SITE AREA	0.548 AC	
ZONING	PD-78 WITH RETAIL DISTRICT-2 (R-2) USES	
CURRENT USE	UNDEVELOPED PARCEL	
LOT COVERAGE DATA	GROSS	NET
-BUILDING COVERAGE	14%	32%
-IMPERVIOUS AREA	80%	89%
-PERVIOUS AREA	20%	11%
PARKING SUMMARY		
-REQUIRED	12	
-PROVIDED	14	
SURFACE PARKING		
-OTHER	20 VACUUM STALLS	
BUILDING DATA		
-BUILDING	1 STORY	
-PEAK HEIGHT	24 FT	
-MEAN HEIGHT	17 FT 6 IN	
-TOTAL SQUARE FOOTAGE	3060 SF	

NO.	REVISION DESCRIPTION	BY	DATE
1	RESUBMITTAL	RAP	2/22/18
2	RESUBMITTAL	SLO	6/11/18
3	RESUBMITTAL	SLO	7/18/18
4	RESUBMITTAL	SLO	8/16/18
5	RESUBMITTAL	SLO	8/29/18
6	RESUBMITTAL	BED	9/7/18

STATE OF TEXAS
EMC ENGINEERING SERVICES, INC.
F-19233
CERTIFICATE OF AUTHORITY

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.
EMC ENGINEERING SERVICES, INC.
ENGINEERING CONSULTANTS

Engineer: BRIAN H. BRAUN
P.E. No. 127623 Date 8/29/2018

20' 0' 20'
GRAPHIC SCALE: 1" = 20'

EMC ENGINEERING SERVICES, INC.
1344 US Hwy 19S, Suite A
Leesburg, GA 31763
Ph: (229) 435-6133
Fax: (229) 435-7979
alan@emc-eng.com
www.emc-eng.com

CIVIL
MARINE
ENVIRONMENTAL

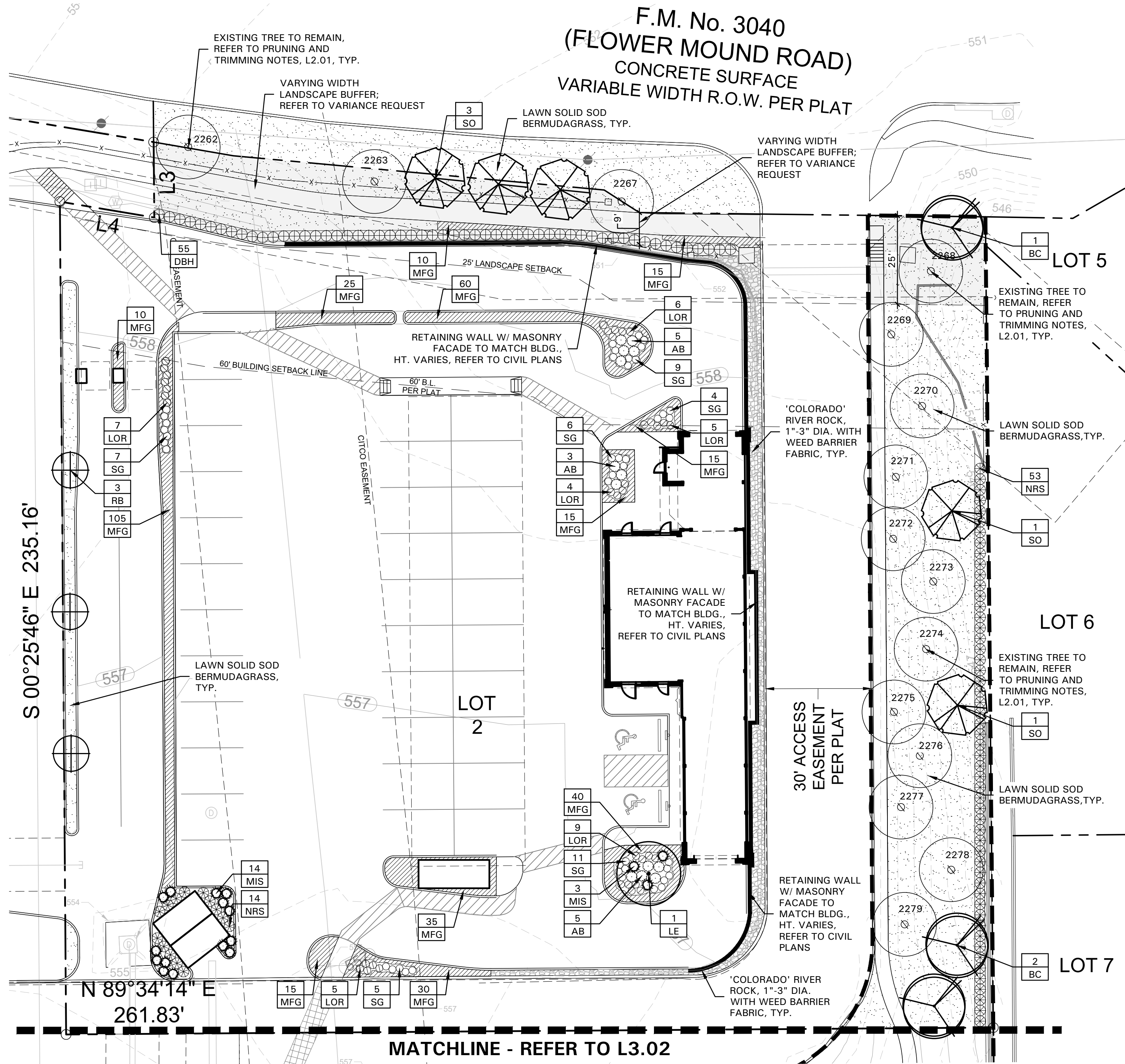
OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA.

CONCEPTUAL SITE PLAN

TIDAL WAVE AUTO SPA
LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION
FLOWER MOUND, DENTON, TEXAS

Prepared for:
SHJ CONSTRUCTION GROUP

PROJECT NO.:	17-6058
DRAWN BY:	BED
DESIGNED BY:	BED
SURVEYED BY:	-
CHECKED BY:	BHB
SCALE:	1" = 20'
DATE:	4/3/2017



PD 78 - LOT 2 LANDSCAPE CONFORMANCE CHART			
LANDSCAPING			
Streetyard Landscaping			
Standard	Total Street Yard (Square Feet)	Required	Provided
Minimum 20% of street yard	5,941	1,188 s.f.	3,010 s.f.
Street Buffer Landscaping			
	Street Frontage	Required	Provided
Minimum landscape buffer	FM 3040	25'	varying width 9' - 25'
Parking Area Landscaping			
Standard	No. of Parking Spaces	Required	Provided
90 s.f. per 12 parking spaces	14	105 s.f.	983 s.f.
PLANTING STANDARDS			
Street Yard Trees			
Standard	Total Street Yard (square feet)	Required	Provided
< 10,000s. f. = 1 tree per 1,000 s.f.	5,948	6 trees, 3" cal.	(4) Tree Credits (4) trees, 3" cal.
Trees required to satisfy other provisions of this division and lying within the street yard may be used to satisfy the requirements of this section.			
Street Buffer Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
1 tree, 3" cal. per 30 l.f.	FM 3040: 235 l.f.	8 trees, 3" cal.	(4) Tree Credits (4) trees, 3" cal.
Parking Area Trees			
Standard	No. of Parking Spaces	Required	Provided
1 tree, 3" cal., per 10 Parking Spaces	14	2 trees, 3" cal.	1 tree, 3" cal., 3 trees, 2" cal.
All parking spaces are located within 50 ft. of a tree.			
RESIDENTIAL COMBATABILITY STANDARDS - PD 78			
Standard	Location	Required	Provided
25' buffer where property abuts residential	East property lines	25' buffer	25' buffer
6' masonry or brick wall where property abuts residential	East Property Line	6' masonry/brick wall, 6' screen	Existing 6' masonry/brick wall, 6' screen
One (1) tree per 400 s.f. of compatibility buffer	East Property Line: 5,720 s.f.	15 trees, 3" cal.	(11) Tree Credits (4) trees, 3" cal.

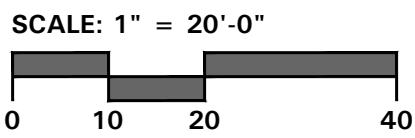
PRUNING AND TRIMMING NOTES

- CONTRACTOR SHALL PRUNE ALL EXISTING TREES ON-SITE USING THE FOLLOWING GUIDELINES.
- ALL TREES SHALL BE TRIMMED SO THAT NATURAL SHAPES OF THE PLANTS ARE RETAINED.
- DO NOT 'TOP' OR 'HEAD' TREES.
- IF BALLING OR SHEARING OF TREES HAS OCCURRED IN THE PAST, DISCONTINUE THIS PRACTICE AND ALLOW PLANTS TO GROW INTO NATURAL SHAPE.
- REMOVE SUCKERS, DEAD, DYING, DISEASED, BROKEN AND / OR WEAK BRANCHES FROM ALL TREES ALONG THE MAIN TRUNK STRUCTURE AND WITHIN THE BRANCHING AREA.
- CONTRACTOR SHALL PRUNE EXISTING DECIDUOUS HARDWOOD BY REMOVING LOWER LIMBS TO RAISE THE CANOPY. THE BOTTOM OF THE CANOPY SHALL BE RAISED TO 12'-0" ABOVE GRADE FOR DECIDUOUS HARDWOOD TREES WHEN POSSIBLE. THE INTEGRITY OF THE CANOPY AND STRUCTURE OF THE TREE SHALL BE MAINTAINED. DO NOT CUT OR PRUNE CENTRAL LEADERS.
- CONTRACTOR SHALL THIN THE CANOPY BY ONE-FOURTH. PRUNE TREE TO EVENLY SPACE BRANCHES WITHIN THE CANOPY WHENEVER POSSIBLE. REMOVE THOSE LIMBS THAT CROSS OTHERS, DOUBLE LEADERS AND THOSE THAT EXCESSIVELY EXTEND BEYOND THE NATURAL CROWN OF THE TREE.
- CONTRACTOR SHALL PROVIDE DEEP ROOT FEEDING AND INVIGORATION OF EXISTING TREES. THIS SHALL BE ORGANIC BASED NUTRIENTS BASED FOR ROOT GROWTH AND LEAF GROWTH STIMULATION.
- CONTRACTOR SHALL BE REQUIRED TO CHIP ALL REMOVED BRANCHES, LEAFS, ETC.

PLANT LEGEND

SYMBOL	COMMON NAME
AB	Dwarf Abelia 'Edward Goucher'
BC	Bald Cypress
DBH	Dwarf Burford Holly
LE	Lacebark Elm
LOR	Loropetalum 'Purple Diamond'
MFG	Mexican Feathergrass
MIS	Miscanthus 'Adagio'
NRS	Nellie R. Stevens Holly
RB	Oklahoma Redbud
SG	Salvia Greggii
SO	Shumard Red Oak

REFER TO L3.03 FOR PLANT LIST



- 4245 North Central Expy
- Suite 501
- Dallas, Texas 75205
- 214.865.7192 office

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

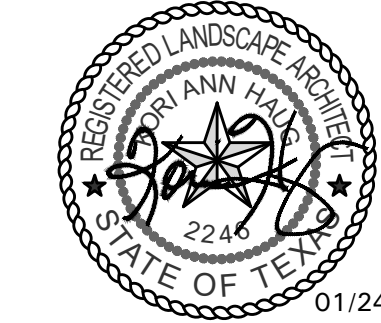
LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

NO.	REVISION DESCRIPTION	BY	DATE
1	COORDINATION	MGM	4/10/18
2	COORDINATION	MGM	6/15/18
3	COORDINATION	MGM	8/01/18
4	COORDINATION	MGM	8/23/18
5	CITY COMMENT	MGM	8/27/18
6	CITY COMMENT	MGM	11/24/19



EMC ENGINEERING SERVICES, INC.



LANDSCAPE PLAN
TIDAL WAVE AUTO SPA
LOT 2, BLOCK A, FLOWER MOUND MARKET ADDITION
FLOWER MOUND, DENTON, TEXAS
Prepared for:
SHJ CONSTRUCTION GROUP

PROJECT NO.:	17-6058
DRAWN BY:	MGM
DESIGNED BY:	MGM
SURVEYED BY:	N/A
SURVEY DATE:	N/A
CHECKED BY:	KAH
SCALE:	1" = 20' - 0"
DATE:	12/20/2017

SHEET
L3.01

SHEET
L3.04

EXTERIOR FINISH MATERIALS SCHEDULE:	
MASONRY VENEER	BRICK VENEER – ACME TEXAS (MATCH MASONRY OF ADJACENT BUILDINGS)
WATER TABLE	8" BASCO PRECAST PRODUCT COLOR – AS SELECTED BY TIDAL WAVE CORPORATE TO MATCH ADJACENT BUILDINGS
VENEER STONE	GRANDBURY NATURAL CHOP
STUCCO	COLOR – VAN DYKE 110 (MATCH STUCCO COLOR OF ADJACENT BUILDINGS)
S.F. (STOREFRONT)	PREFINISHED ALUMINUM STOREFRONT FRAME COLOR – BRONZE GLAZING – 1/2" INSULATED TEMPERED CLEAR AT OPERATOR BOOTH DOORS/WINDOWS 1/4" TEMPERED CLEAR OTHERWISE.
METAL ROOF PANELS	MFR'D BY DETAILED METALS, GRIFFIN GA STANDING SEAM COLOR– CHARCOAL
FASICA, GUTTERS DOWNSPOUTS (D.S.)	PREFINISHED METAL , MFR'D BY DETAILED METALS, GRIFFIN GA COLOR– ASH RANGE
EXPOSED STEEL FRAMING	PREP AND PAINT COLOR – ASH RANGE
DOORS AND FRAMES	PAINT TO MATCH STOREFRONT FRAMES. SW 2735 ROCKWEED.

EXTERIOR FINISH MATERIALS SCHEDULE:				
	NORTH	SOUTH	EAST	WEST
1. TOTAL FACADE S.F. AREA	479 S.F.	479 S.F.	1430 S.F.	1344 S.F.
2. FACADE S.F. AREA (EXCLUSIVE OF DOORS, OPENINGS, OVERHEAD DOORS, AND WINDOWS)	324 S.F.	330 S.F.	719.98 S.F.	983.66 S.F.
3. DOORS, OPENINGS, OVERHEAD DOORS, WINDOWS S.F. AREA	155 S.F.	149 S.F.	710.02 S.F.	360.34 S.F.
4. PRIMARY MASONRY TOTALS (MIN. 80% OF ITEM #2 FACADE AREA)	298 s.f. 91% OF FACADE AREA	304 S.F. 92% OF FACADE AREA	645.98 S.F. 89% OF FACADE AREA	909.66 S.F. 92% OF FACADE AREA
4A. BRICK VENEER S.F. AREA	82 S.F. 25% OF ITEM 2	70 S.F. 21% OF ITEM 2	170 S.F. 23% OF ITEM 2	274 S.F. 28% OF ITEM 2
4B. STONE VENEER S.F. AREA	183 S.F. 56% OF ITEM 2	204 S.F. 62% OF ITEM 2	475.98 S.F. 66% OF ITEM 2	520.66 S.F. 53% OF ITEM 2
4C. STUCCO S.F. AREA	33 S.F. 10% OF ITEM 2	30 S.F. 9% OF ITEM 2	NONE	115 S.F. 11% OF ITEM 2
NO SECONDAY MASONRY IS PROPOSED FOR THE BUILDING				
5. PREFIN. METAL FREIZE BOARD	26 S.F.	26 S.F.	74 S.F.	74 S.F.

SHEET LEGEND:	
A1.0	EXTERIOR FINISHES – DIGITAL SAMPLE BOARD
A1.1	FLOOR PLAN
A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
A2.3	EXTERIOR ELEVATIONS
CA.1	AUXILIARY STRUCTURES
CA.2	AUXILIARY STRUCTURES

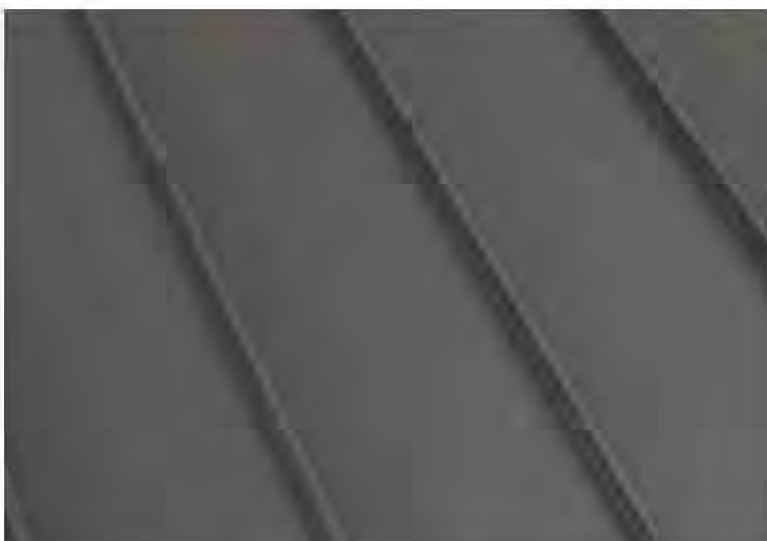
- GENERAL NOTES:
- ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO MATCH THE MATERIAL OF THE MAIN BUILDING.
 - ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN SAME MATERIAL AS THE MAIN BUILDING.
 - ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/TEXTURED TO MATCH COLOR OF THE BUILDING.
 - DUMPSTER SCREENING WALL REQUIRES A SEPARATE PERMIT.
 - SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATION ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.



BRICK VENEER
ACME TEXAS



METAL TRIM/EXPOSED STEEL
ASH GRAY



METAL ROOF
STANDING SEAM
CHARCOAL



GLAZING
CLEAR



STONE VENEER
GRANDBURY NATURAL CHOP



STUCCO
VAN DYKE 110



DOOR/FRAMES
ROCKWEED SW 2735

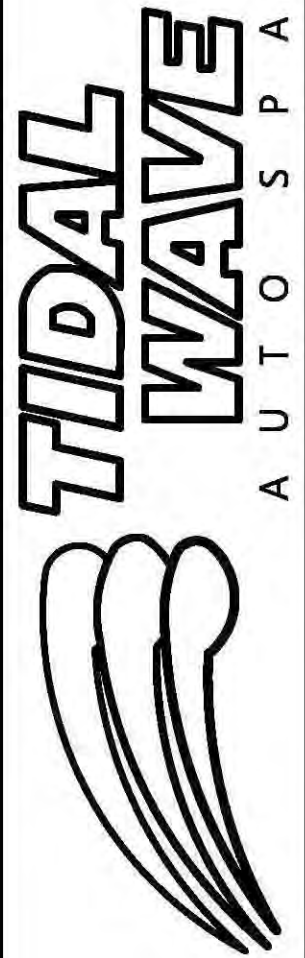
EXTERIOR FINISHES

FINISHES ARE TYPICAL AT ALL STRUCTURES.

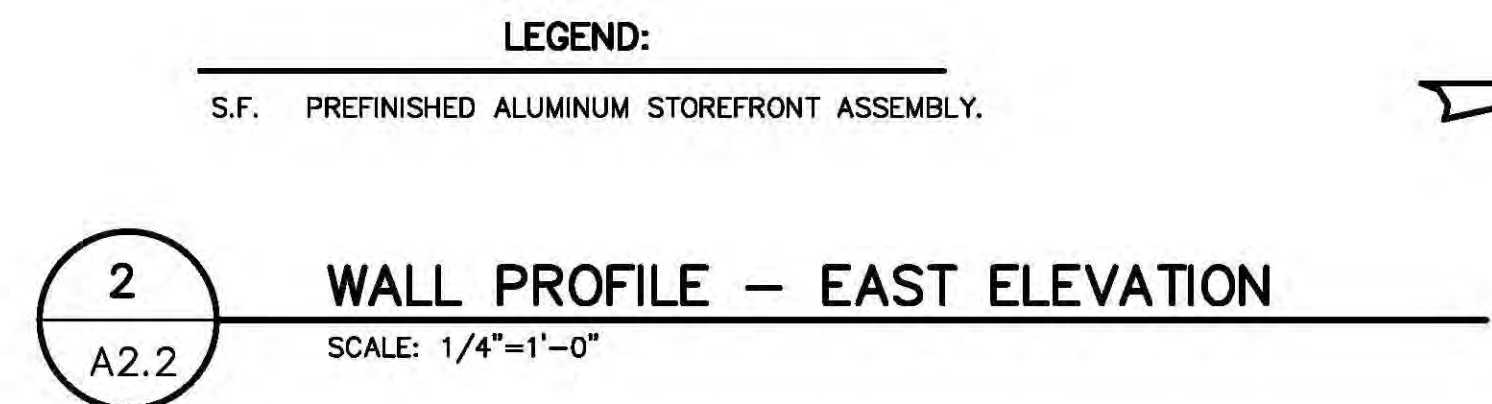
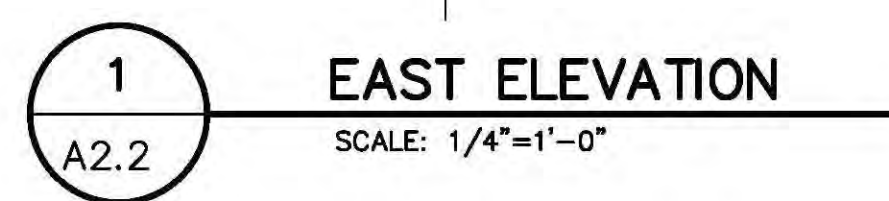
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202 East Main Street
Thomaston, GA 30286
Texas Reg. 26868

TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXAS

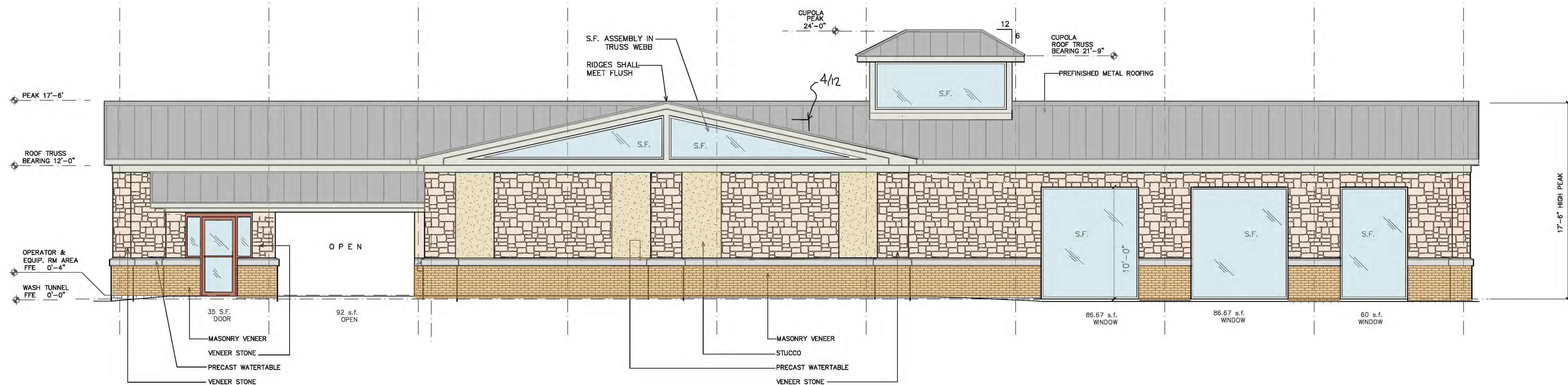
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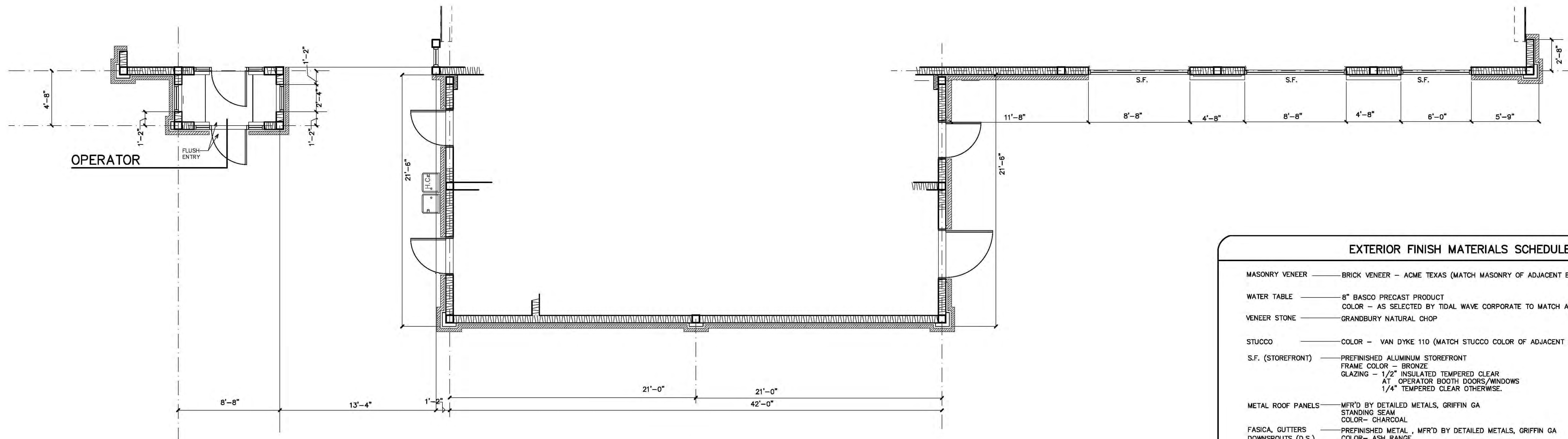
SHEET:
A1.0
OF:



SHEET:
A2.2
OF: 10



1
A2.1
WEST ELEVATION
SCALE: 1/4"=1'-0"



LEGEND:
S.F. PREFINISHED ALUMINUM STOREFRONT ASSEMBLY.

2
A1.1
WALL PROFILE - WEST ELEVATION
SCALE: 1/4"=1'-0"

EXTERIOR FINISH MATERIALS SCHEDULE:

MASONRY VENEER	BRICK VENEER - ACME TEXAS (MATCH MASONRY OF ADJACENT BUILDINGS)
WATER TABLE	6" BASCO PRECAST PRODUCT COLOR - AS SELECTED BY TIDAL WAVE CORPORATE TO MATCH ADJACENT BUILDINGS
VENEER STONE	GRANDBURY NATURAL CHOP
STUCCO	COLOR - VAN DYKE 110 (MATCH STUCCO COLOR OF ADJACENT BUILDINGS)
S.F. (STOREFRONT)	PREFINISHED ALUMINUM STOREFRONT FRAME COLOR - BRONZE GLAZING - 1/2" INSULATED TEMPERED CLEAR AT OPERATOR BOOTH DOORS/WINDOWS 1/4" TEMPERED CLEAR OTHERWISE.
METAL ROOF PANELS	MFR'D BY DETAILED METALS, GRIFFIN GA STANDING SEAM COLOR- CHARCOAL
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EXPOSED STEEL FRAMING	PREP AND PAINT COLOR - ASH RANGE
DOORS AND FRAMES	PAINT TO MATCH STOREFRONT FRAMES. SW 2735 ROCKWEED.

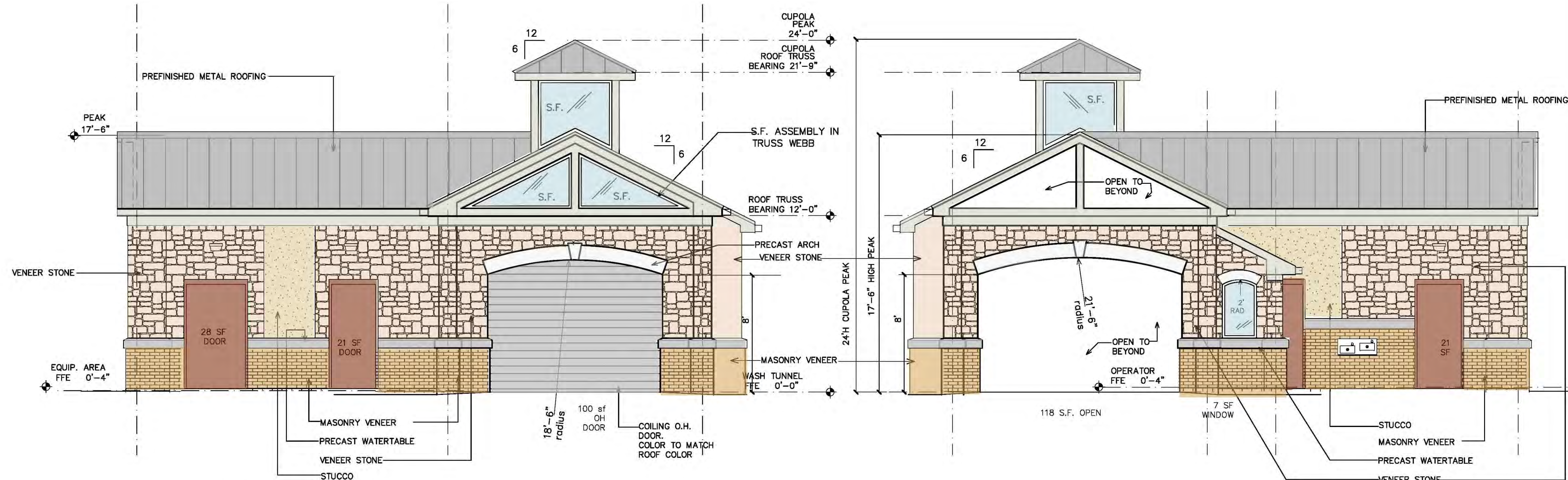
TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXAS

7/16/18

TIDAL
WAVE
AUTO SPA

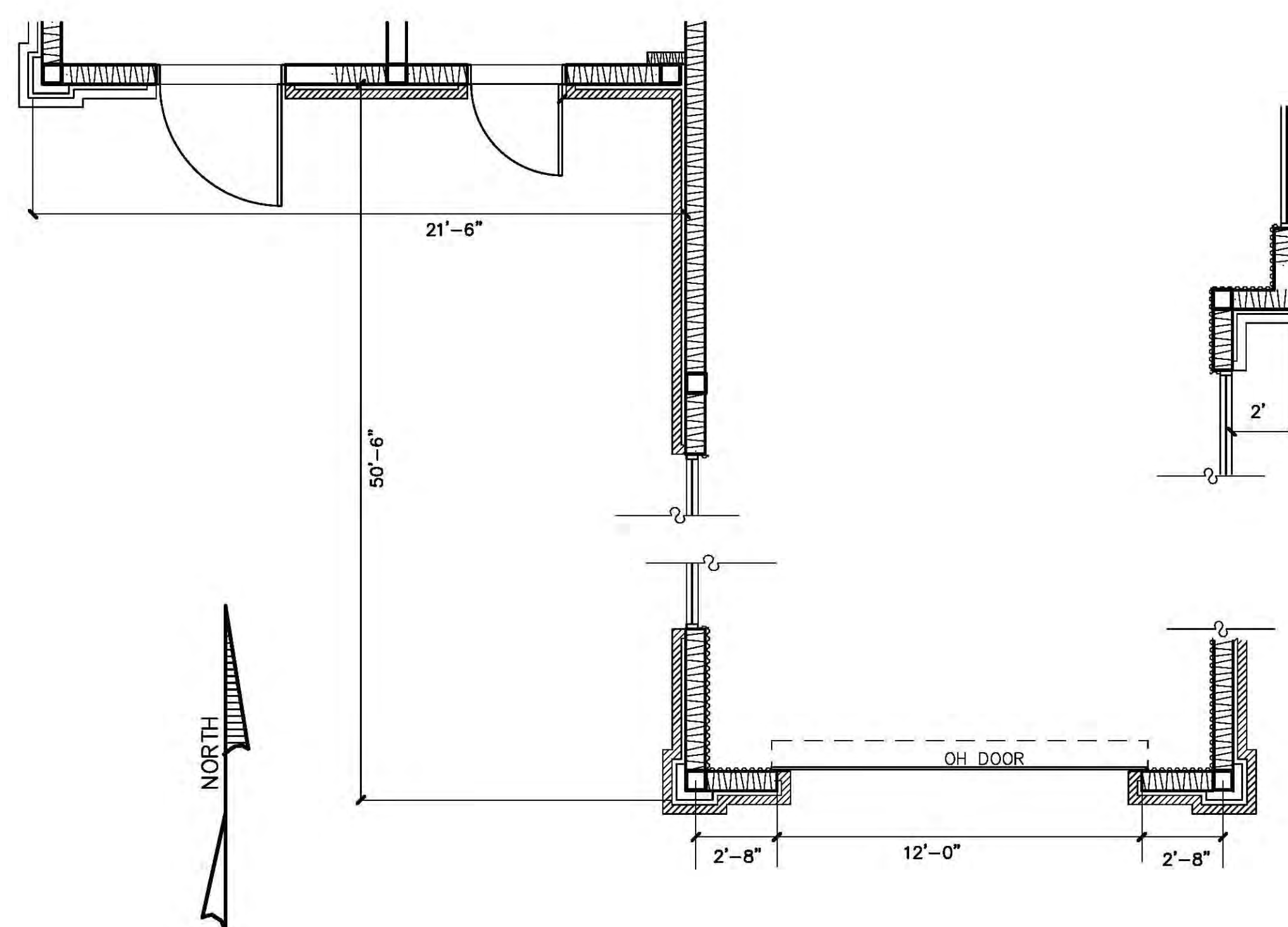
M. TODD ALBRITTON, ARCHITECT
202 East Main Street
Thomaston, GA 30286
Texas Reg. 26868

SHEET:
A2.1
OF: 10

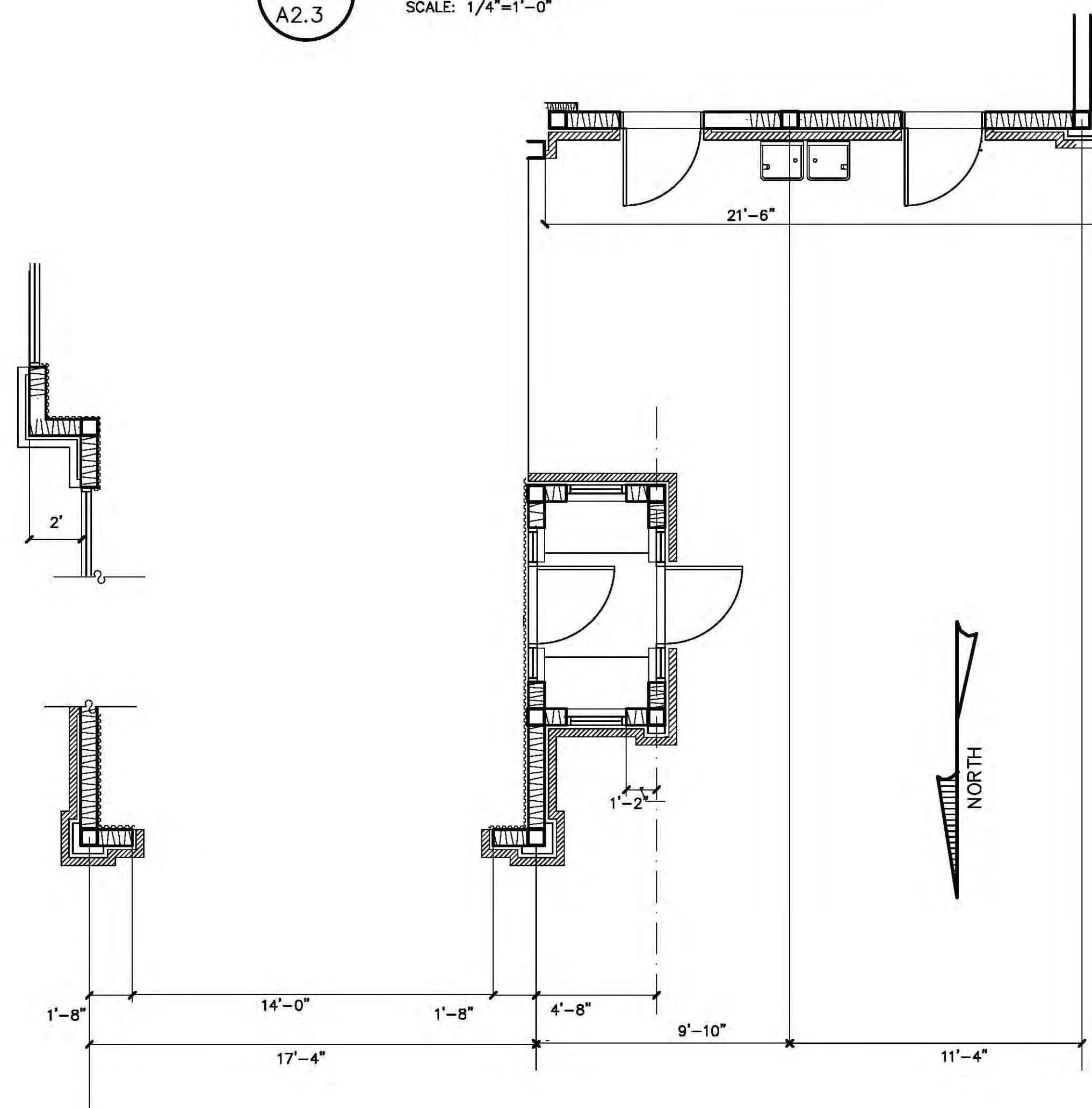


1 SOUTH ELEVATION – EXIT
SCALE: 1/4"=1'-0"

3 NORTH ELEVATION – ENTRY
SCALE: 1/4"=1'-0"



2 WALL PROFILE – SOUTH ELEVATION
SCALE: 1/4"=1'-0"



4 WALL PROFILE – NORTH ELEVATION
SCALE: 1/4"=1'-0"

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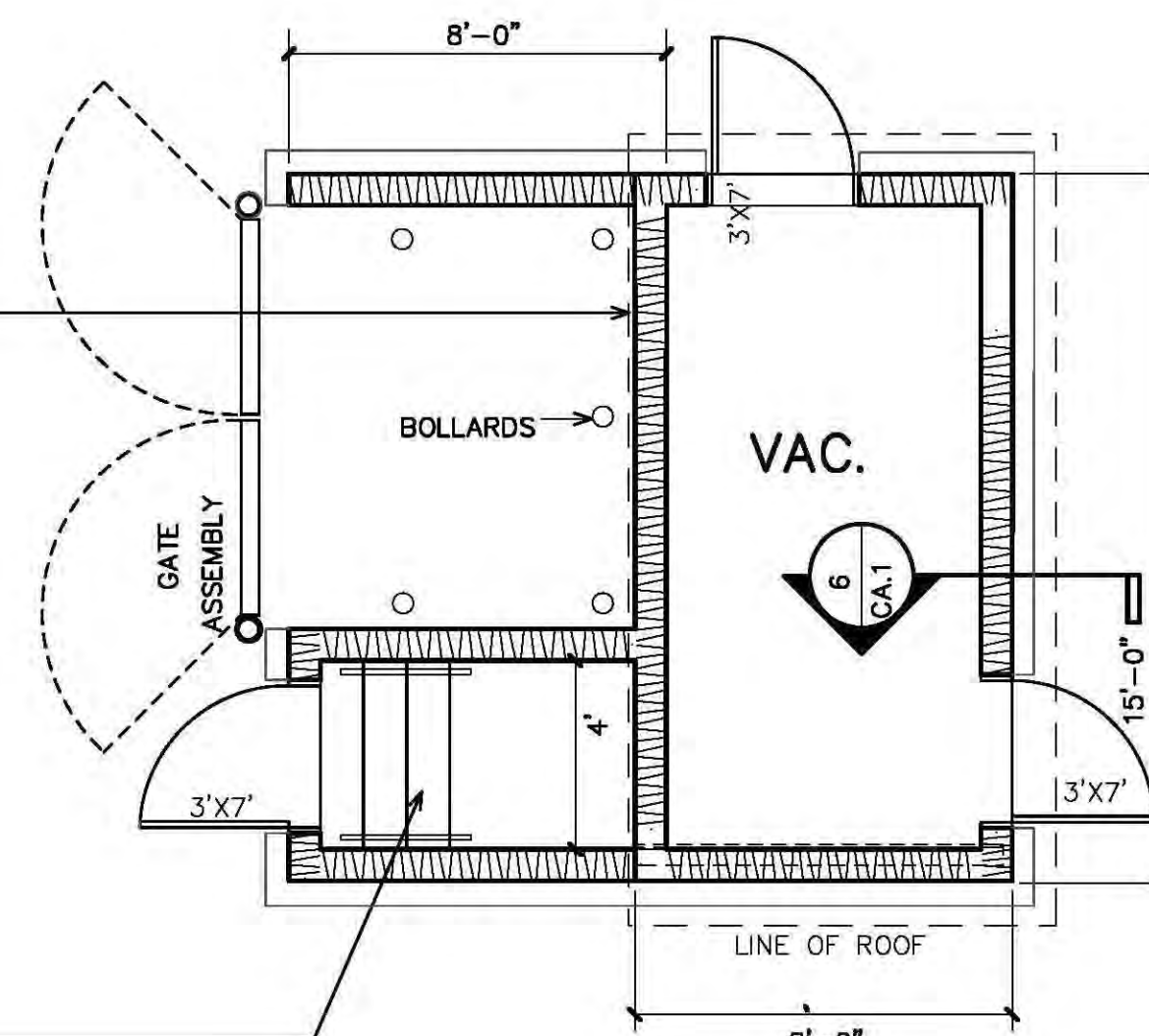
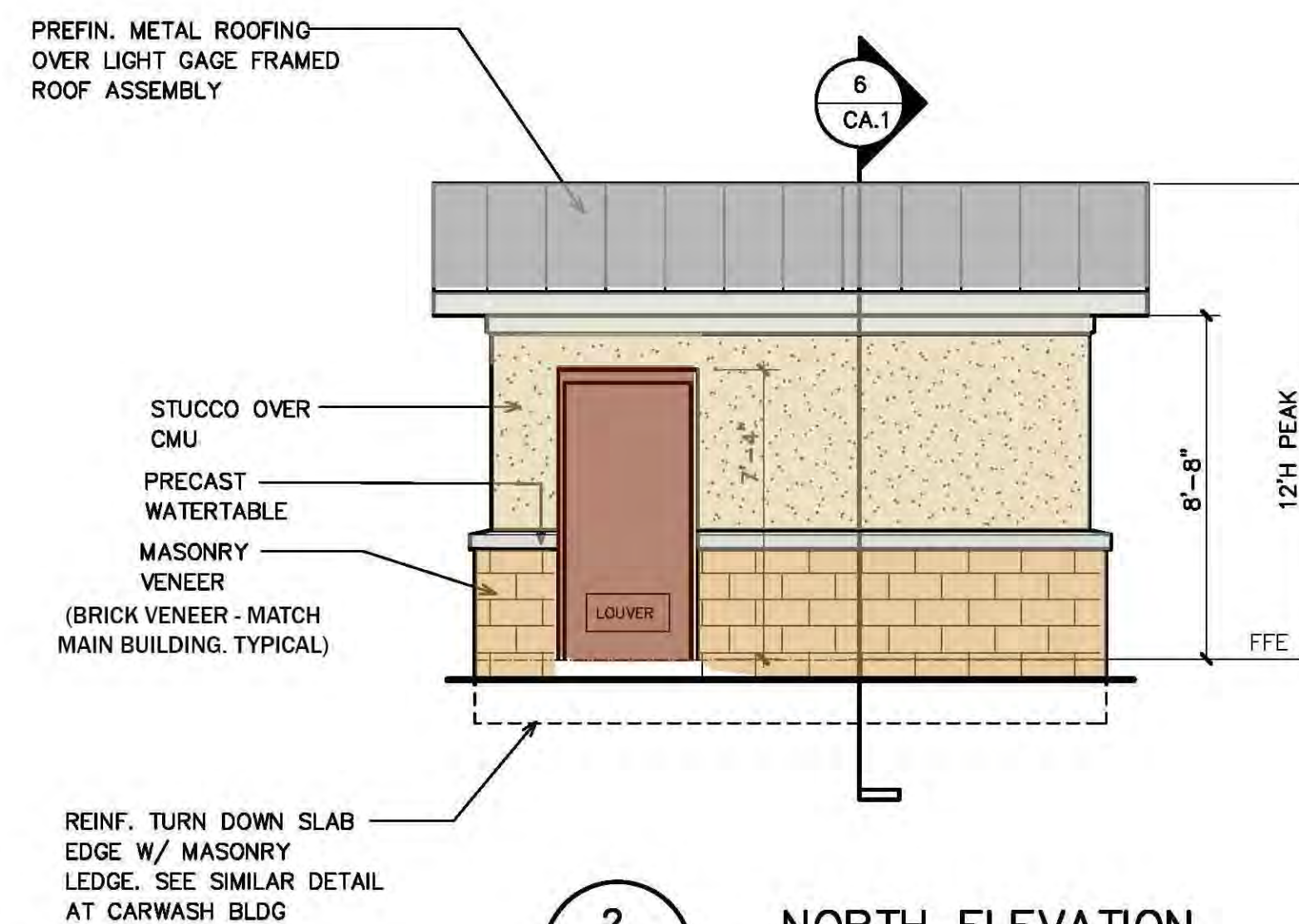
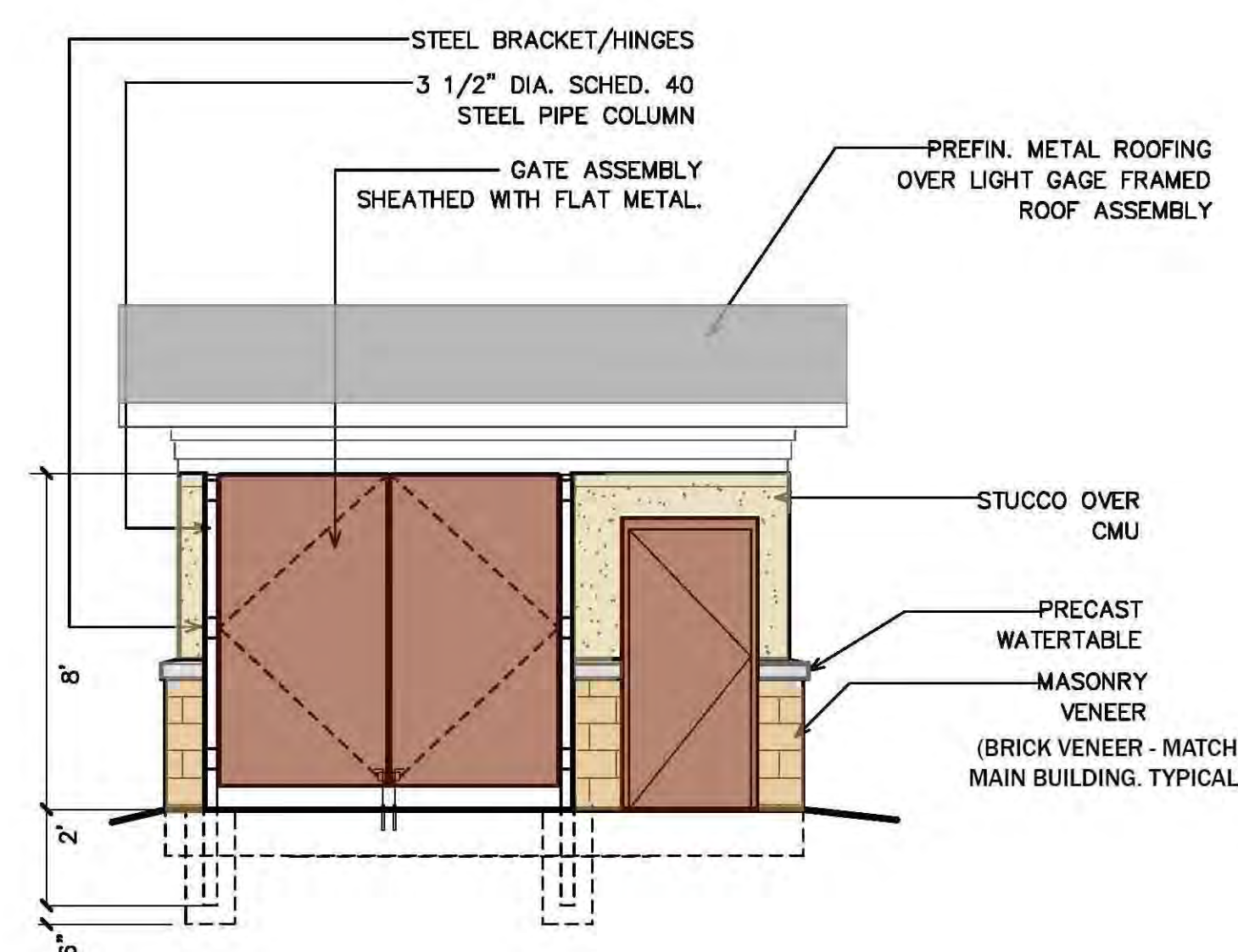
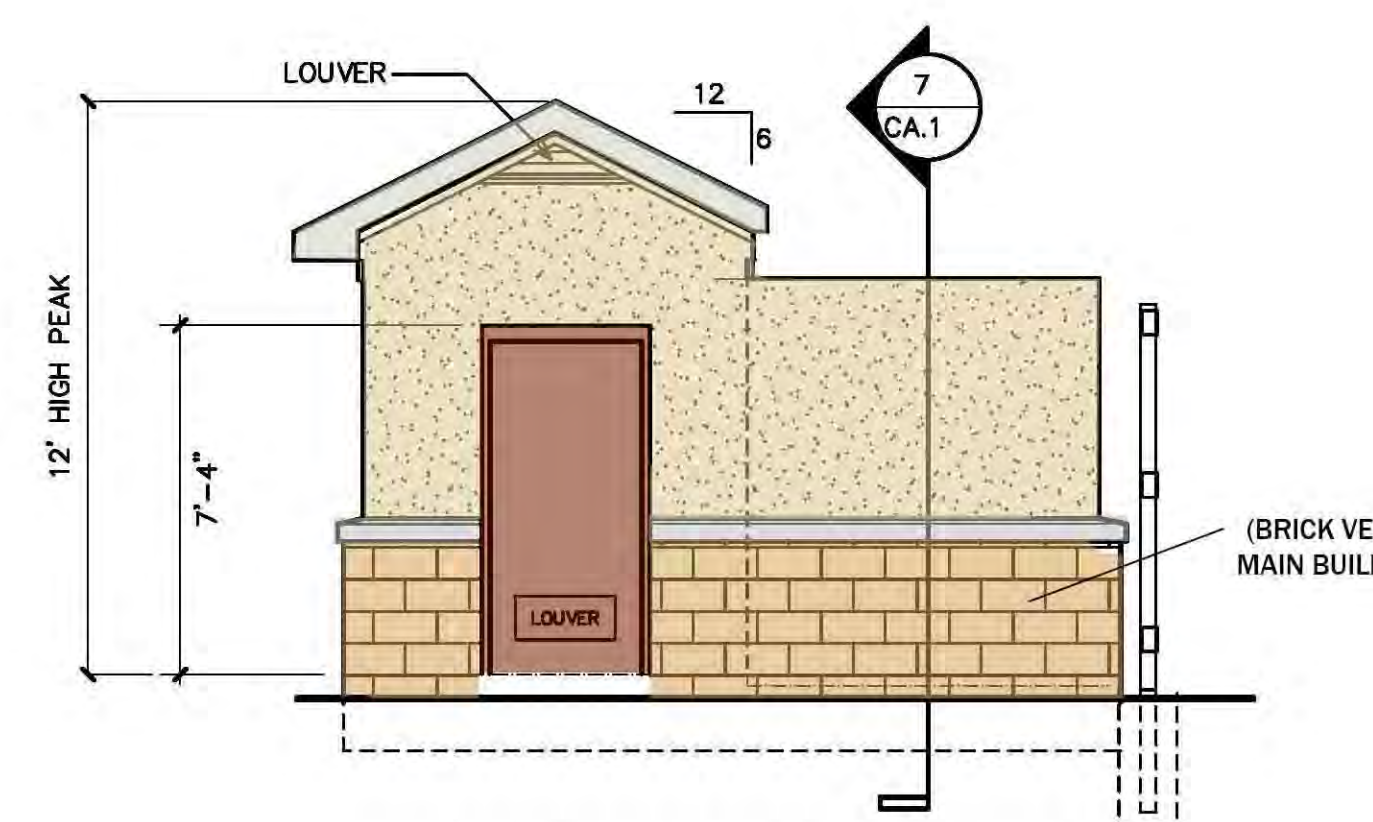
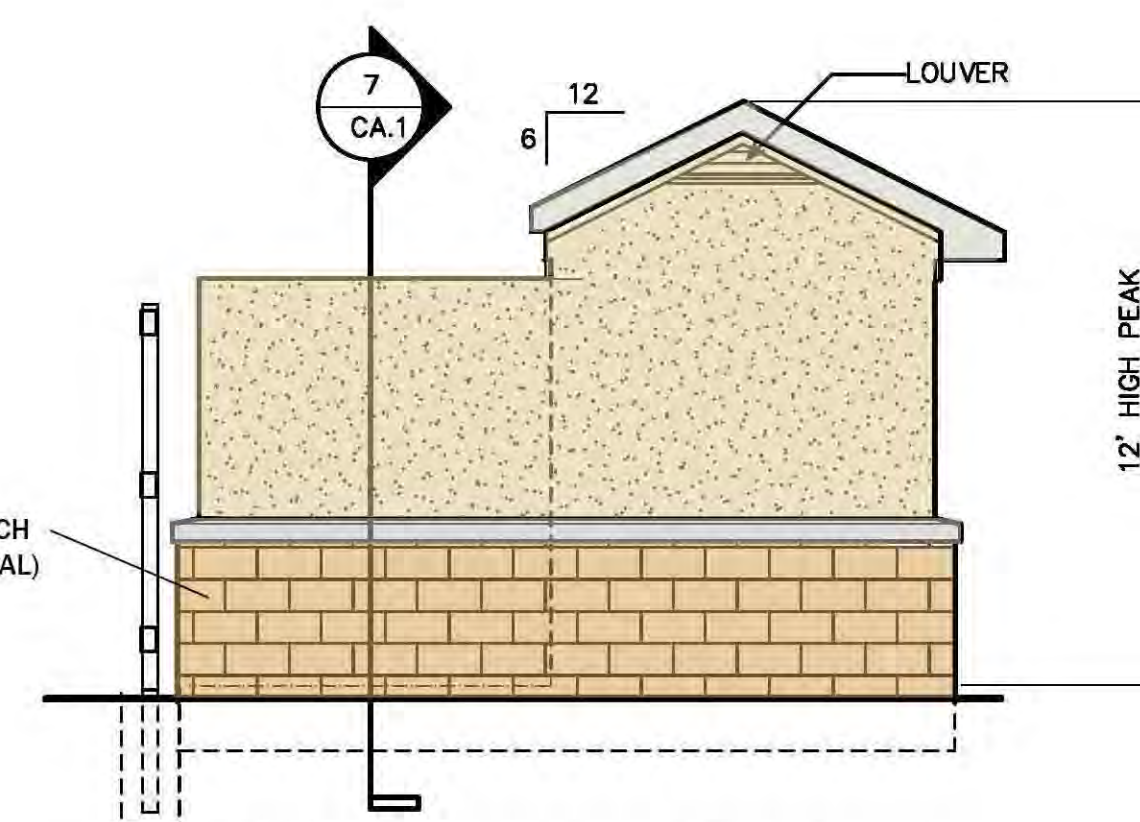
TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXAS

TIDAL WAVE
AUTO SPA

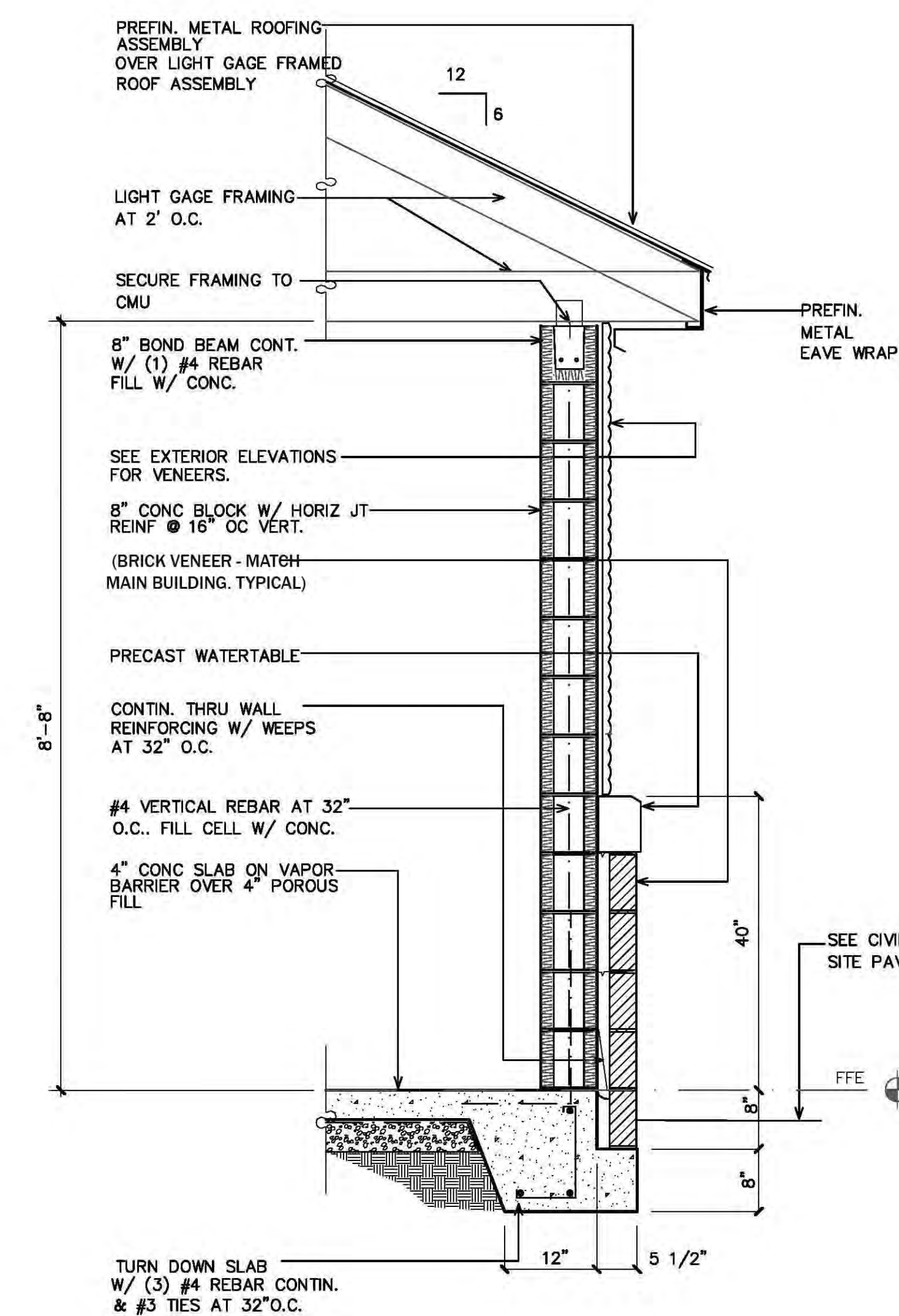
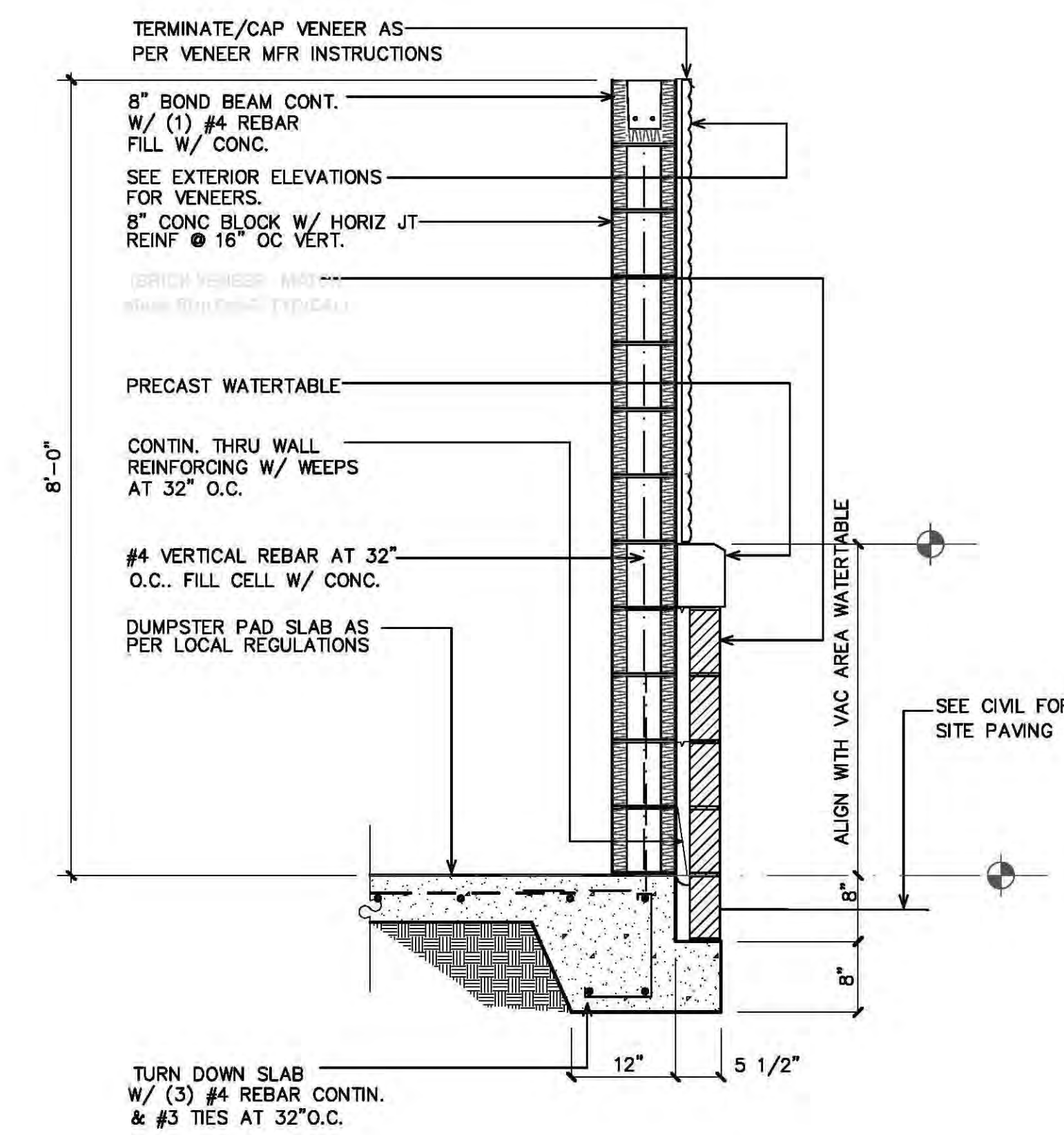
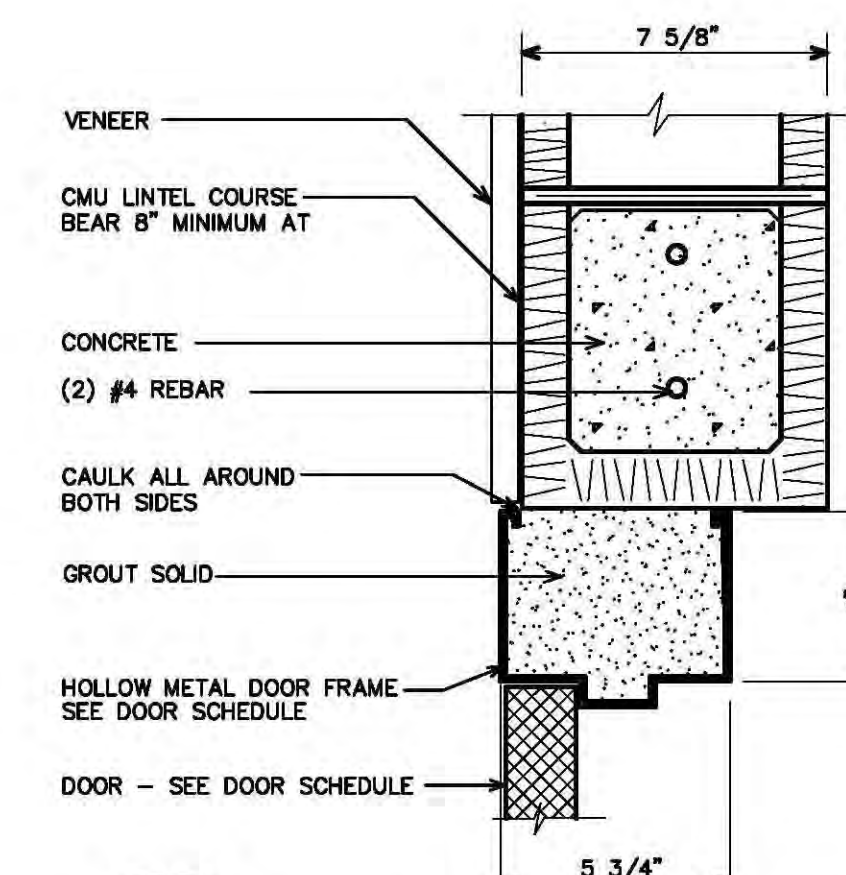
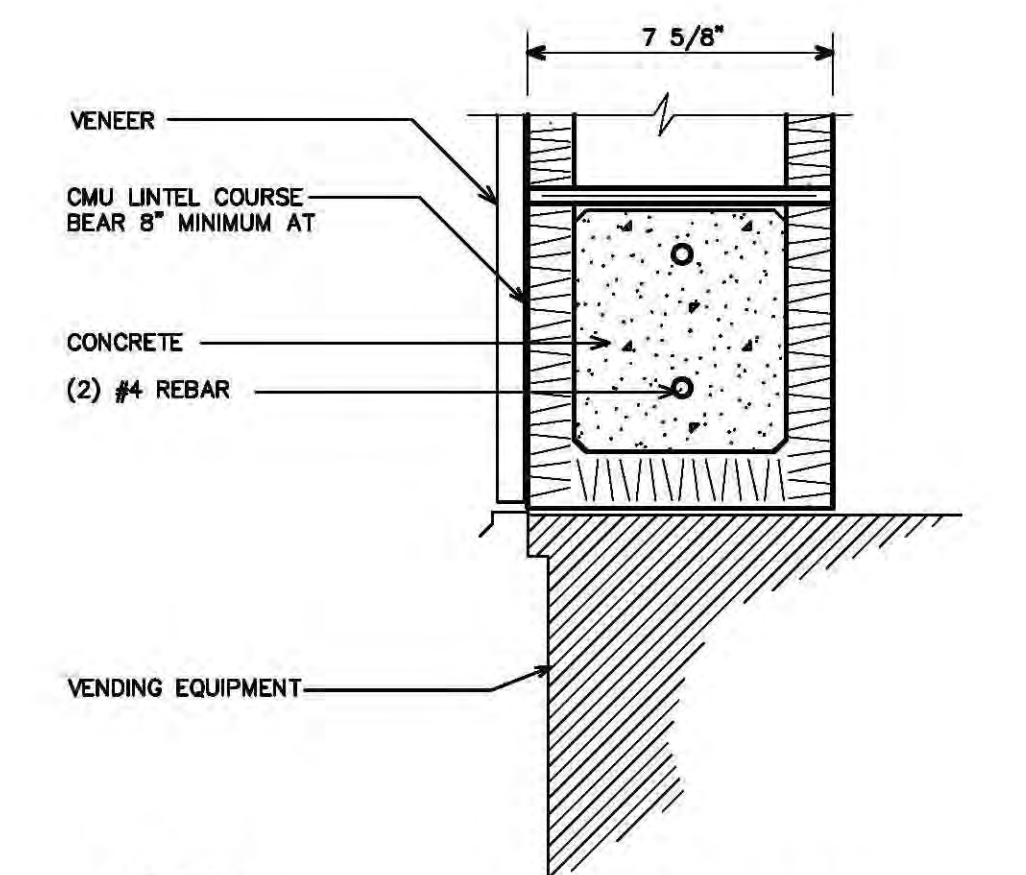
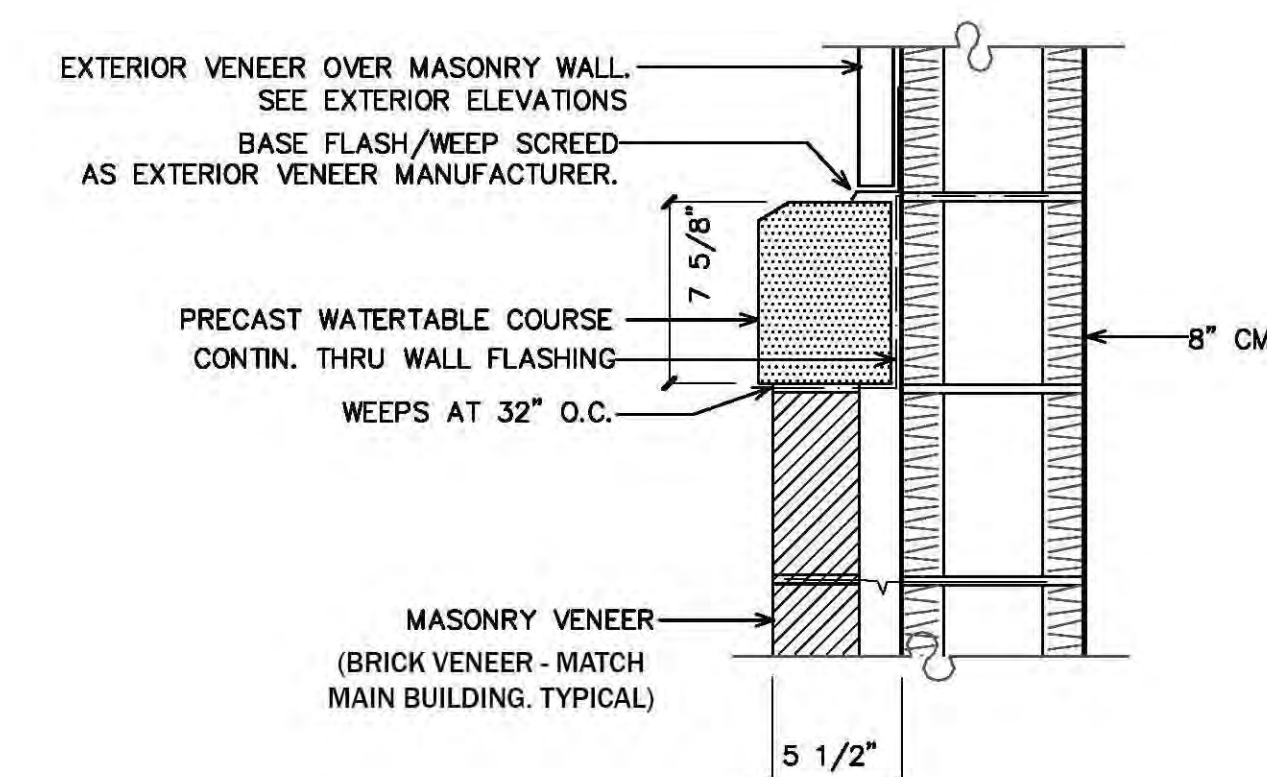
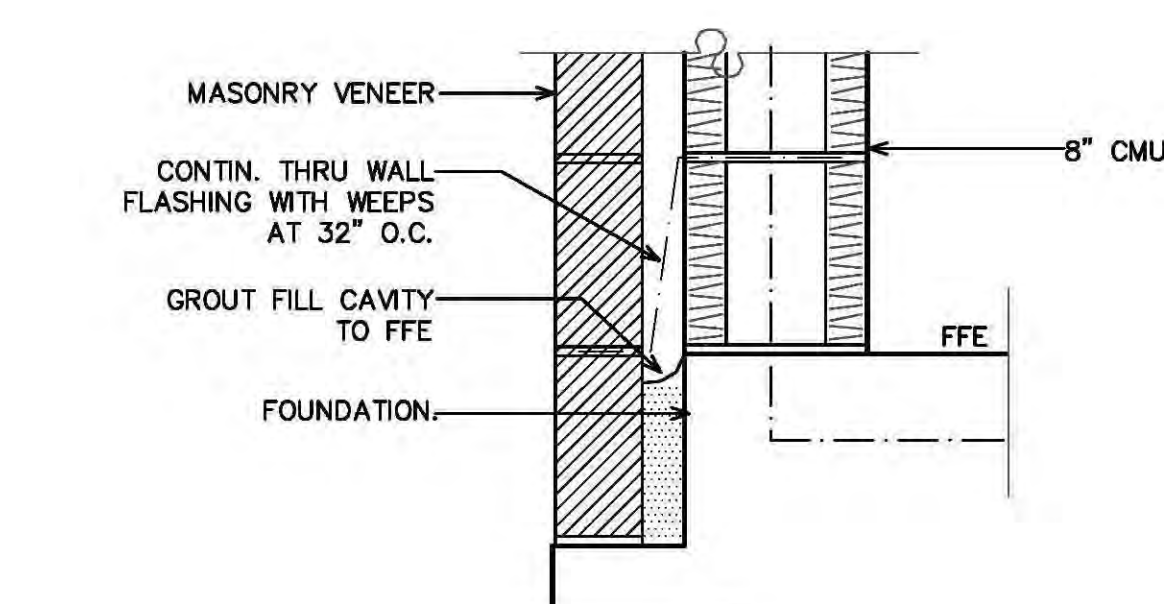
SHEET:
A2.3
OF: 10

EXTERIOR FINISH MATERIALS SCHEDULE:

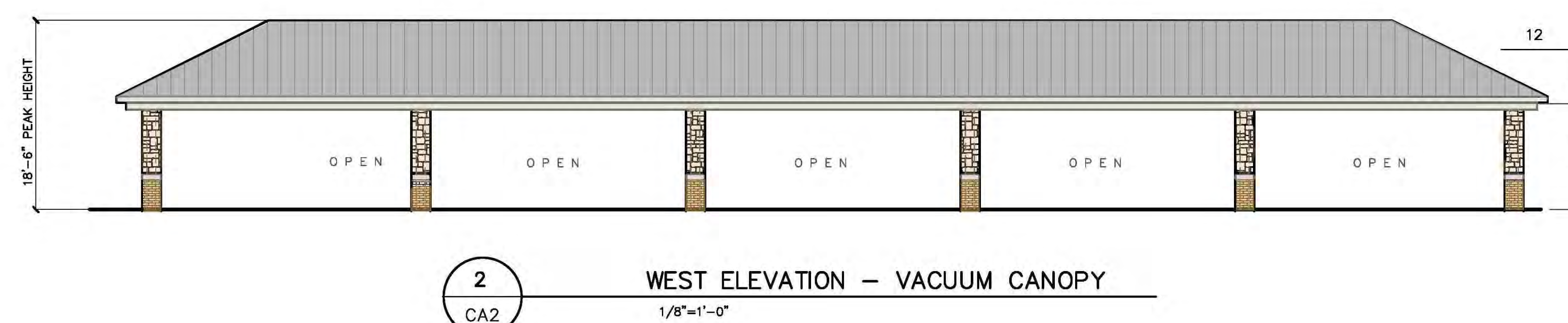
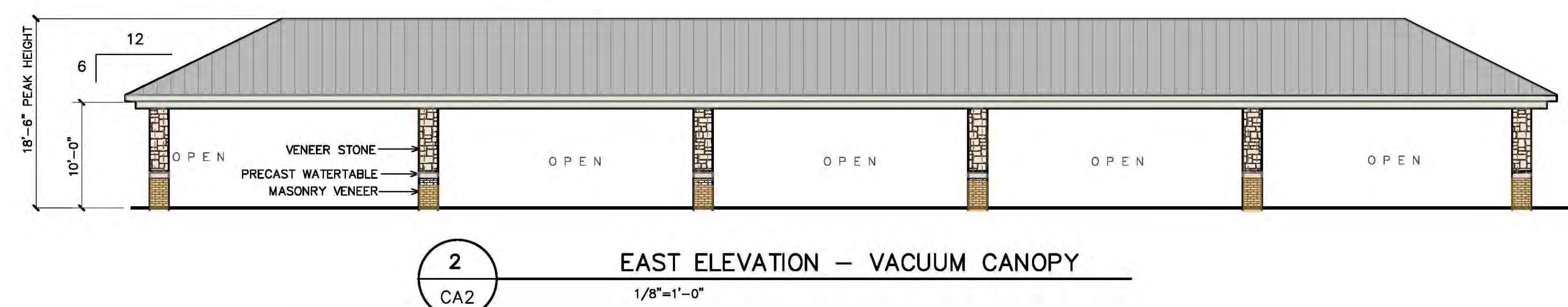
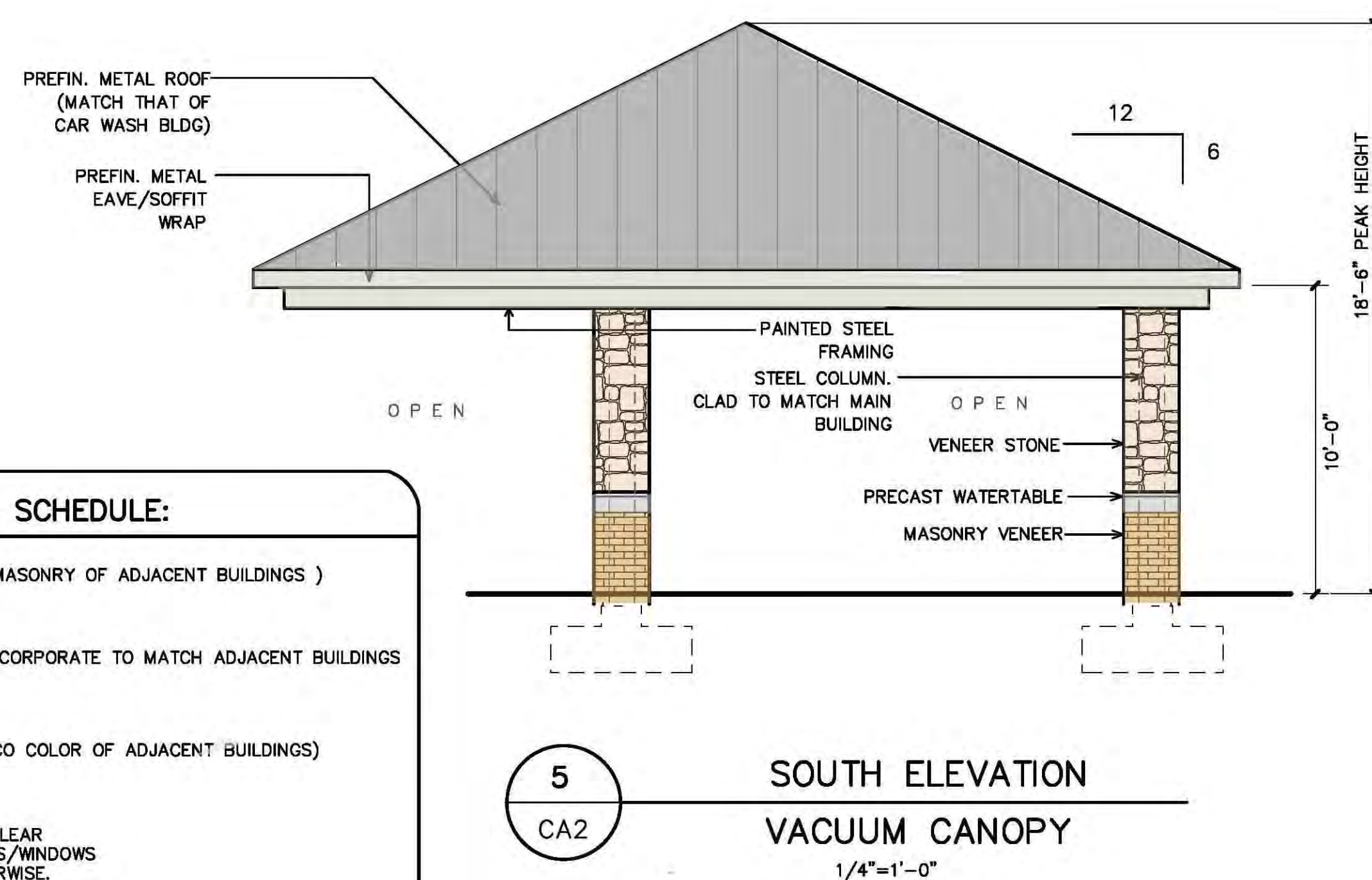
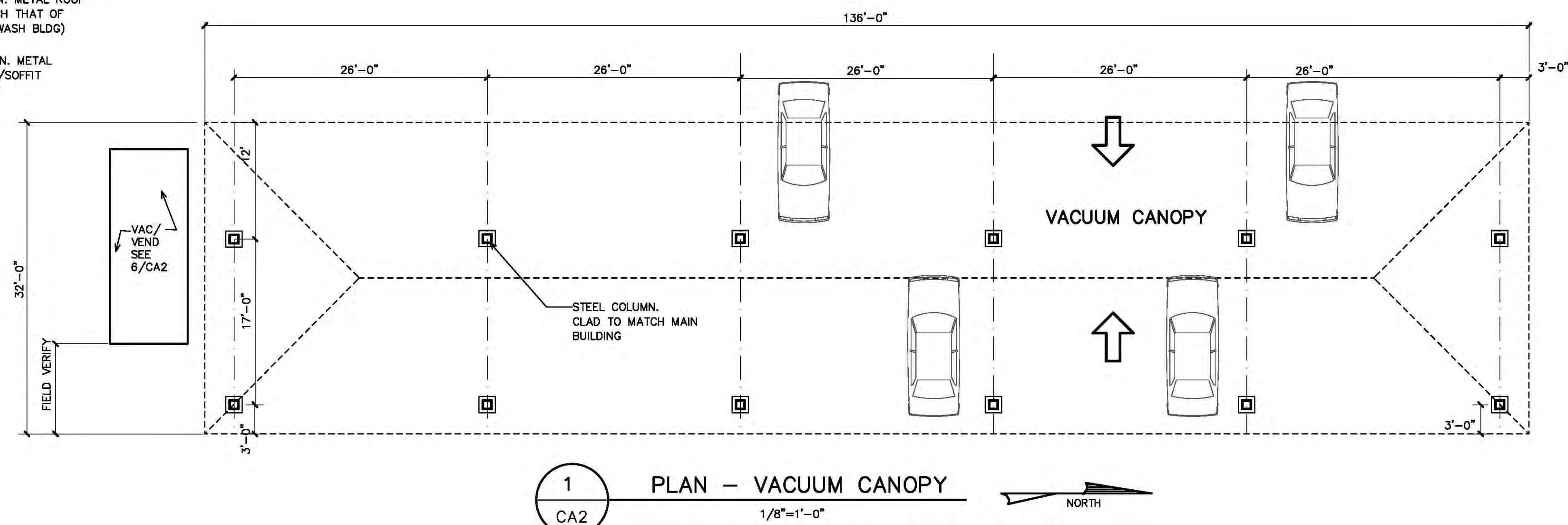
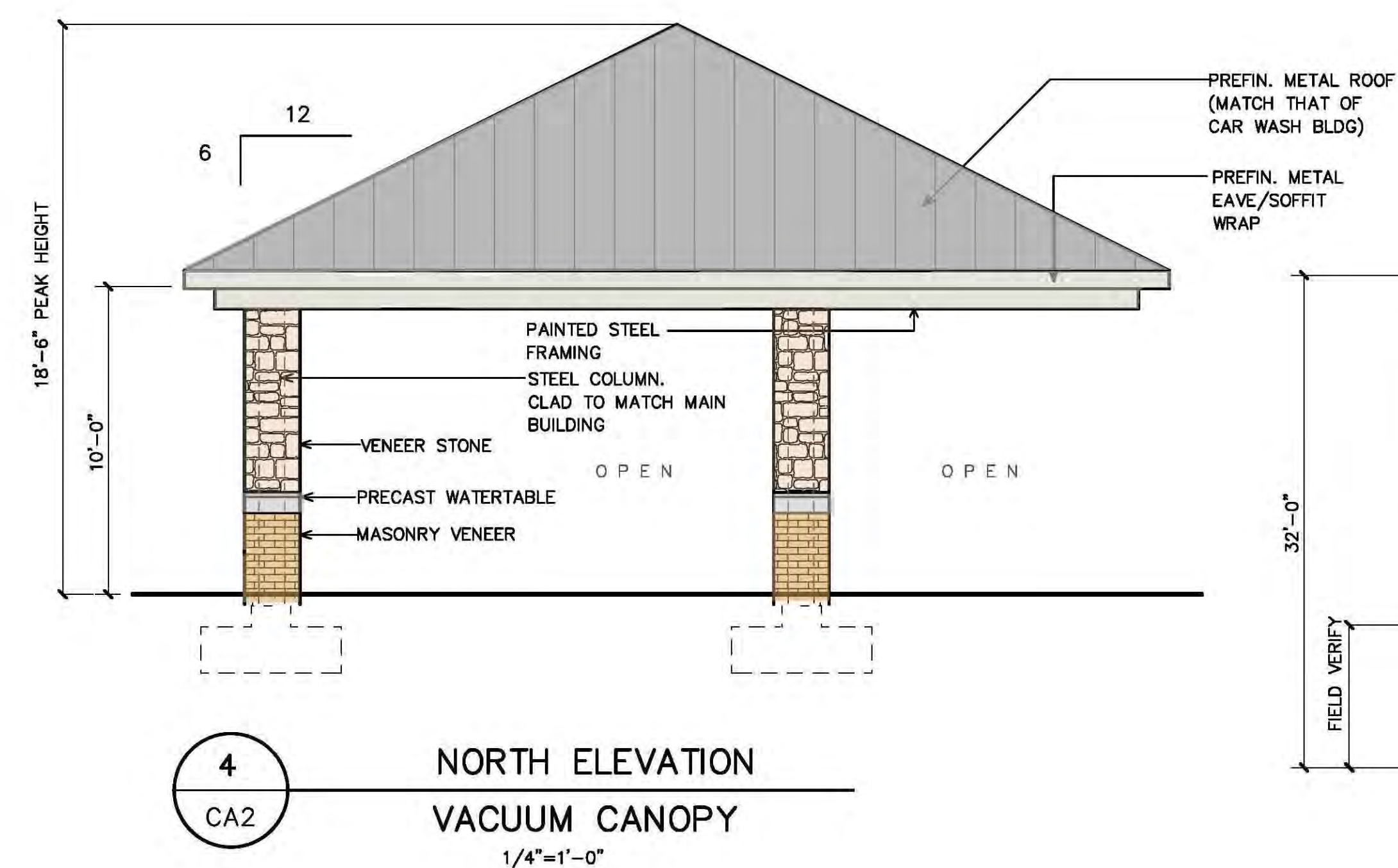
MASONRY VENEER	BRICK VENEER - ACME TEXAS (MATCH MASONRY OF ADJACENT BUILDINGS)
WATER TABLE	8" BASCO PRECAST PRODUCT COLOR - AS SELECTED BY TIDAL WAVE CORPORATE TO MATCH ADJACENT BUILDINGS
VENEER STONE	GRANDBURY NATURAL CHOP
STUCCO	COLOR - VAN DYKE 110 (MATCH STUCCO COLOR OF ADJACENT BUILDINGS)
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METAL ROOF PANELS	MFR'D BY DETAILED METALS, GRIFFIN GA STANDING SEAM COLOR - CHARCOAL
FASICA, GUTTERS DOWNSPOUTS (D.S.)	PREFINISHED METAL, MFR'D BY DETAILED METALS, GRIFFIN GA COLOR - ASH RANGE
EXPOSED STEEL FRAMING	PREP AND PAINT COLOR - ASH RANGE
DOORS AND FRAMES	PAINT TO MATCH STOREFRONT FRAMES. SW 2735 ROCKWEED.

REDUCE VAC ROOF OVERHANG
AT THE DUMPSTER ENCLOSURE.SERVICE STAIR-
P.T. WOOD STEPS
AND LANDING1
CA-1
FLOOR PLAN
SCALE: 1/4"=1'-0"2
CA-1
NORTH ELEVATION
SCALE: 1/4"=1'-0"3
CA-1
SOUTH ELEVATION
SCALE: 1/4"=1'-0"4
CA-1
WEST ELEVATION
SCALE: 1/4"=1'-0"5
CA-1
EAST ELEVATION
SCALE: 1/4"=1'-0"GENERAL NOTE:
ALL EXTERIOR FINISHES SHALL
MATCH MAIN CARWASH BUILDING
FINISHES.

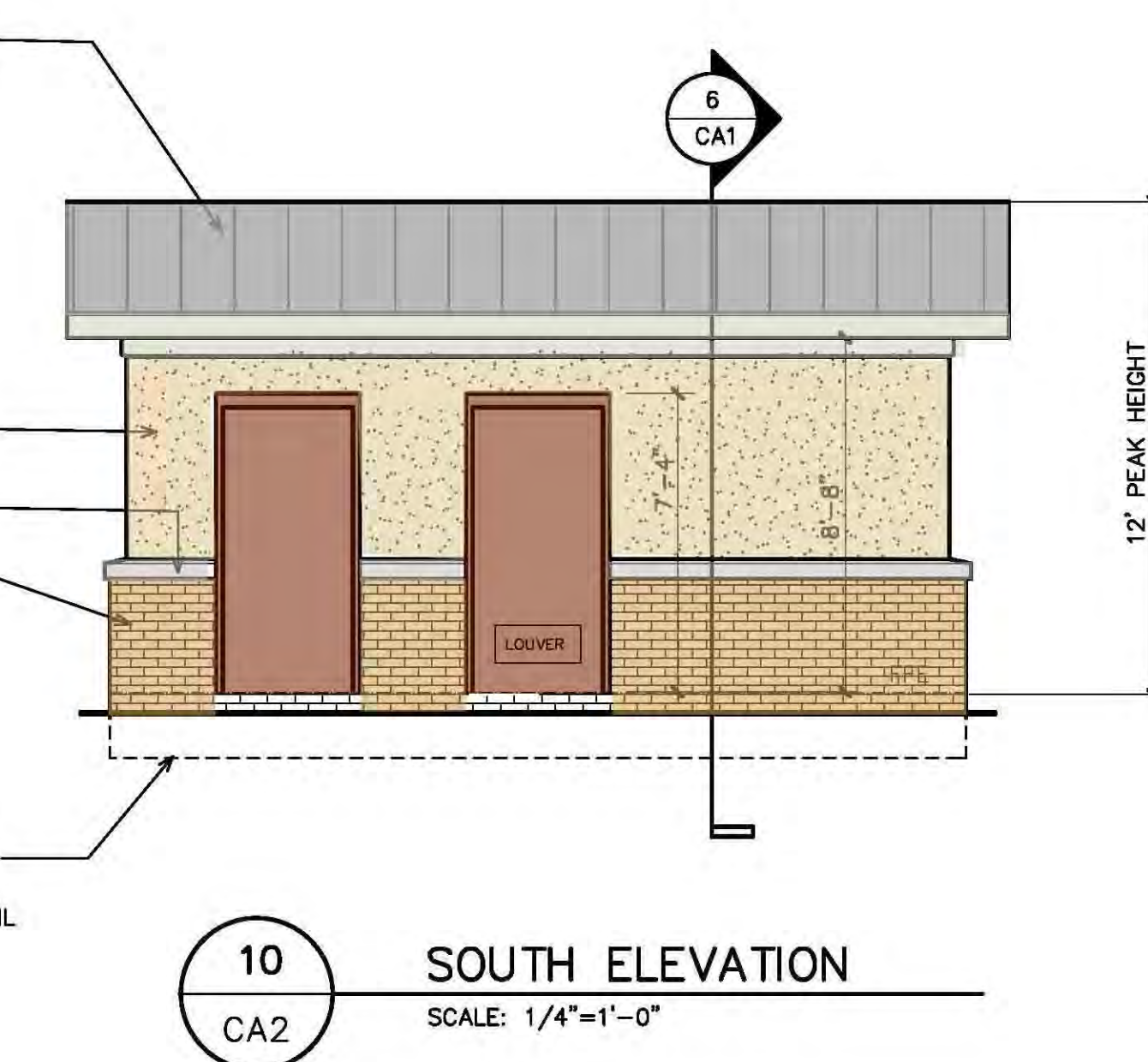
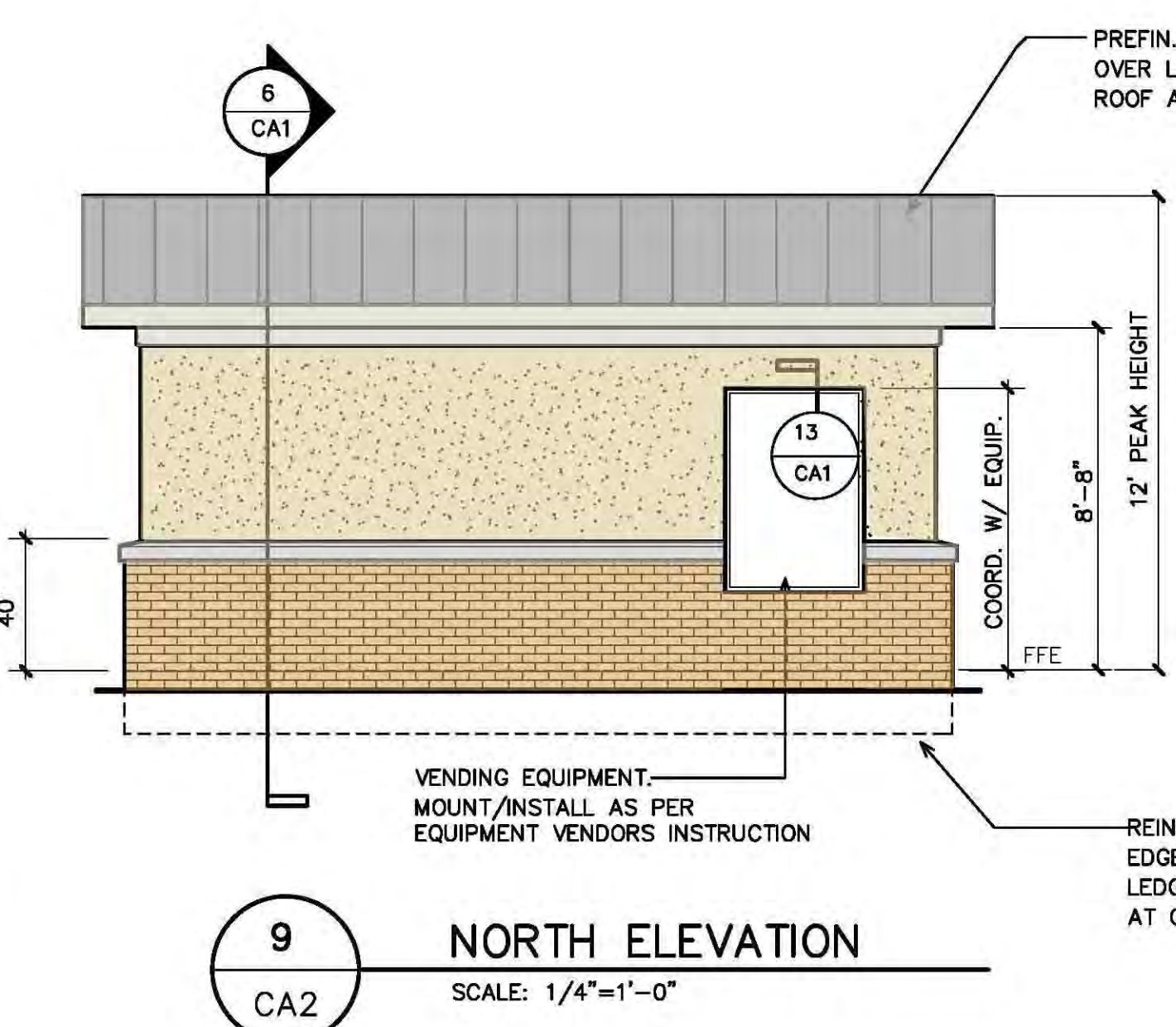
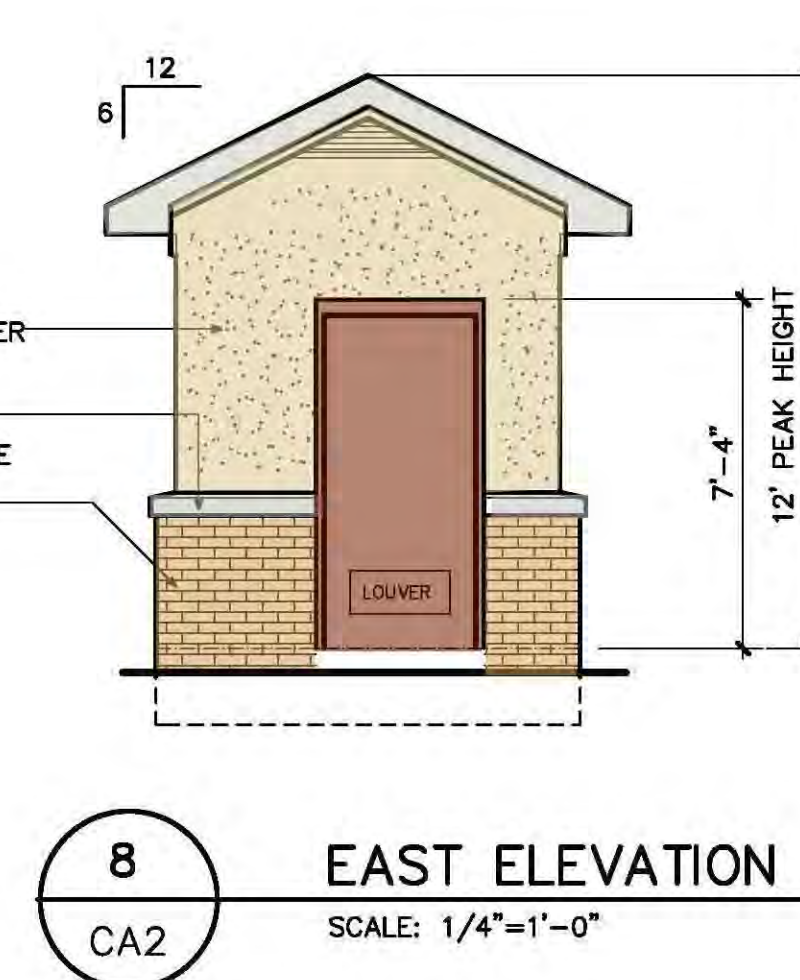
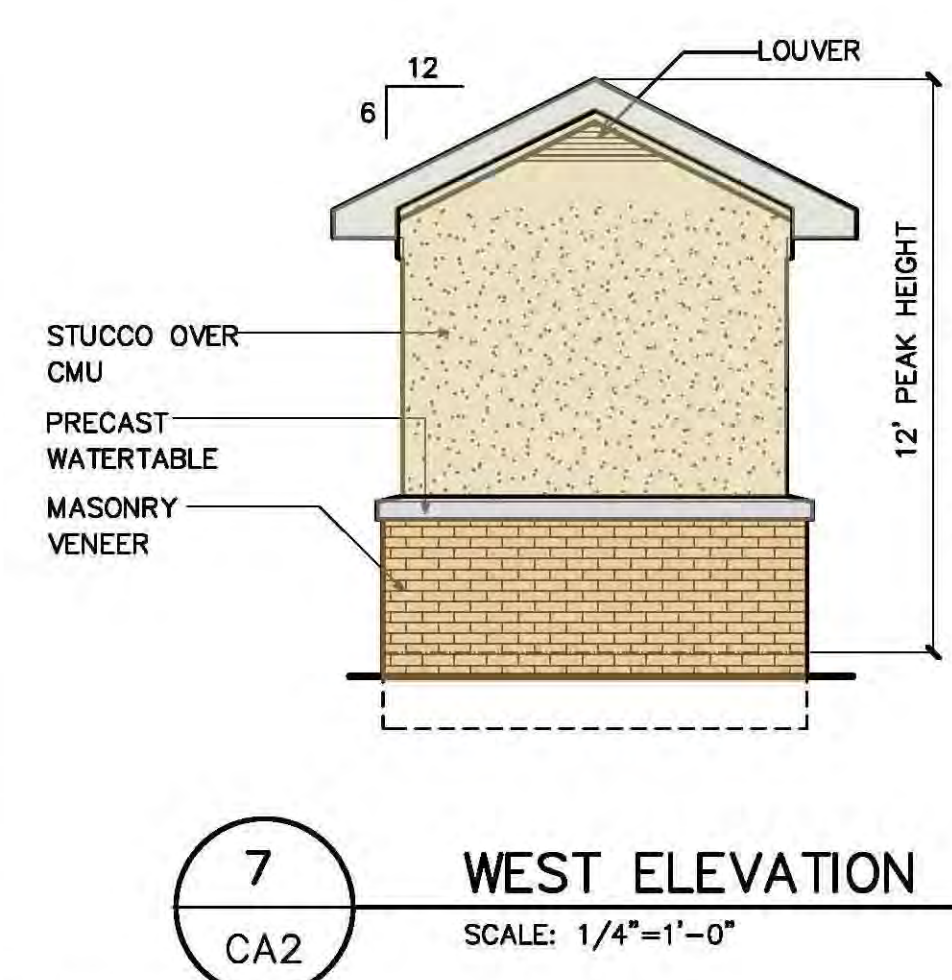
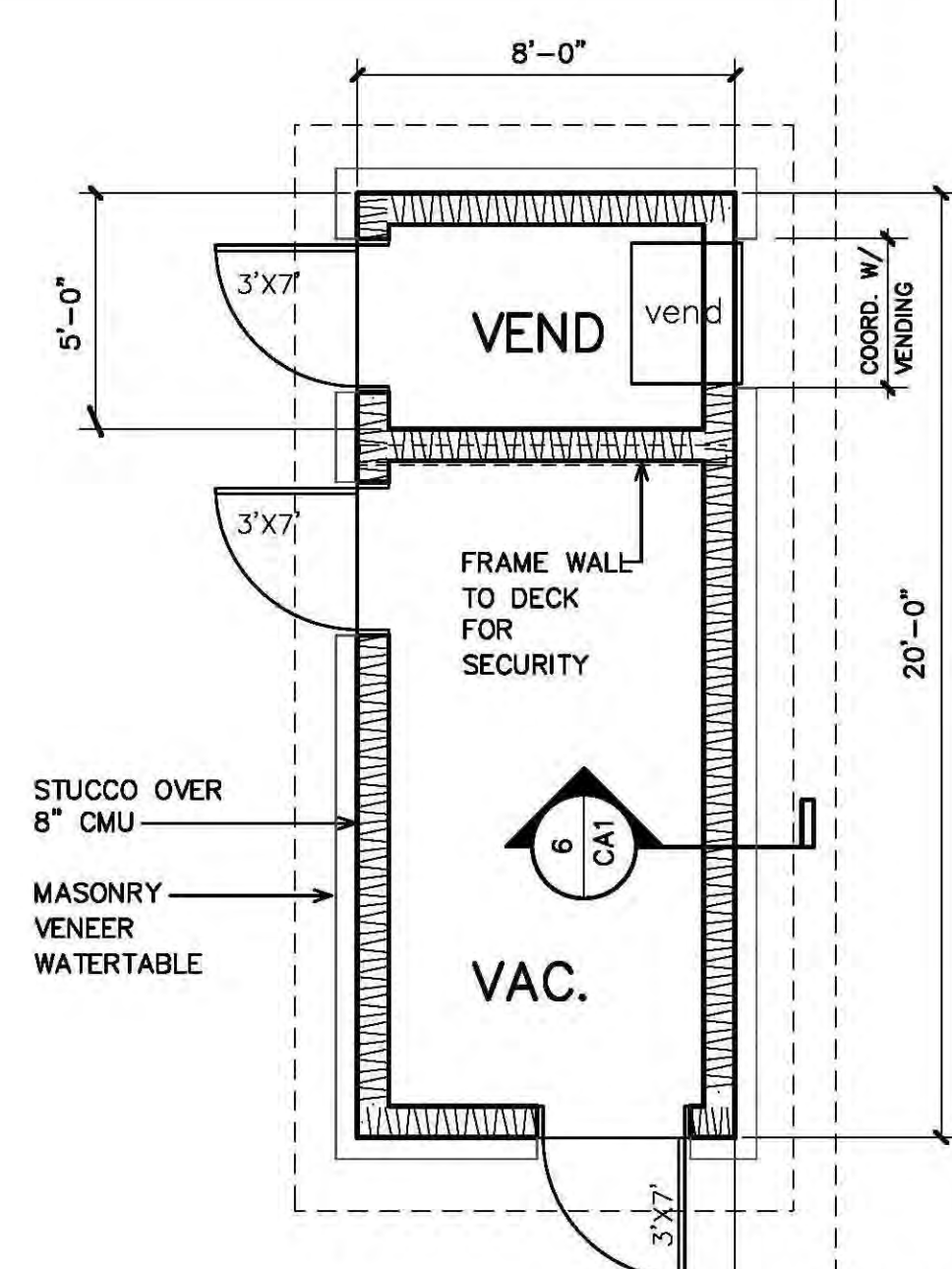
DUMSTER ENCLOSURE/VAC HOUSE

6
CA-1
WALL SECTION - VAC
SCALE: NONE7
CA-1
SECTION - DUMPSTER ENCLOSURE
SCALE: NONE8
CA-1
DOOR HEAD DETAIL
SCALE: NONE9
CA-1
VEND HEAD DETAIL
SCALE: NONE10
CA-1
DETAIL - WATERTABLE
SCALE: 1 1/2"=1'-0"11
CA-1
DETAIL - BASE OF WALL
SCALE: 1 1/2"=1'-0"GENERAL NOTE:
ALL EXTERIOR FINISHES SHALL
MATCH MAIN CARWASH BUILDING
FINISHES.M. TODD ALBRITTON, ARCHITECT
202 East Main Street
Thomaston, GA 30286
Texas Reg. 26868TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXASTIDAL WAVE
AUTO SPASHEET:
CA-1
OF: 2

7/15/18

**EXTERIOR FINISH MATERIALS SCHEDULE:**

MASONRY VENEER	BRICK VENEER - ACME TEXAS (MATCH MASONRY OF ADJACENT BUILDINGS)
WATER TABLE	8" BASCO PRECAST PRODUCT COLOR - AS SELECTED BY TIDAL WAVE CORPORATE TO MATCH ADJACENT BUILDINGS
VENEER STONE	GRANDBURY NATURAL CHOP
STUCCO	COLOR - VAN DYKE 110 (MATCH STUCCO COLOR OF ADJACENT BUILDINGS)
S.F. (STOREFRONT)	PREFINISHED ALUMINUM STOREFRONT FRAME COLOR - BRONZE GLAZING - 1/2" INSULATED TEMPERED CLEAR AT OPERATOR BOOTH DOORS/WINDOWS 1/4" TEMPERED CLEAR OTHERWISE.
METAL ROOF PANELS	MFR'D BY DETAILED METALS, GRIFFIN GA STANDING SEAM COLOR - CHARCOAL
FASICA, GUTTERS DOWNSPOUTS (D.S.)	PREFINISHED METAL, MFR'D BY DETAILED METALS, GRIFFIN GA COLOR - ASH RANGE
EXPOSED STEEL FRAMING	PREP AND PAINT COLOR - ASH RANGE
DOORS AND FRAMES	PAINT TO MATCH STOREFRONT FRAMES. SW 2735 ROCKWEED.



M. TODD ALBRITTON, ARCHITECT
202 East Main Street
Thomaston, GA 30286
Texas Reg. 26868

GENERAL NOTE:
ALL EXTERIOR FINISHES SHALL
MATCH MAIN CARWASH BUILDING
FINISHES.

TIDAL WAVE AUTO SPA
CAR WASH FACILITY
FLOWER MOUND, TEXAS

TIDAL WAVE
AUTO SPA

SHEET:
CA-2
OF: 2



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: February 4, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider past Charter Review Commission recommendations and any proposed amendments to the Town Charter for a future election.

BACKGROUND INFORMATION: At the December 17, 2018, Town Council meeting there was Council consensus to review the last few Charter Review Commission (CRC) recommendations that were presented for Council consideration, however, not placed on the ballot or that did not pass by the voters. This item was extended to the February 4, 2019, by Council to allow for additional input and feedback from staff and legal.

The Charter requires a regular review at least every five years. The last Charter review was in 2016. The next required Charter review would be in year 2021.

Given there is new technology in Jody Smith Hall, there was also discussion about the option of electronic voting versus roll call. Currently the Town Charter and Town Council Rules of Procedures present limitations in doing so, and as indicated below:

§ 3.08.3. (Charter):

The vote upon the passage of all ordinances and resolutions shall be taken by "Ayes" and "Nays" and entered upon the minutes.

Ordinance 21-88, 2(f) (Town Council Rules of Procedure):

Decisions shall be the result of a formal roll call vote.

Additionally, there would be a cost of \$5,000 to activate the voting component of this equipment.

The deadline for ballot items to be submitted for the May 4, 2019, election is February 4, 2019 (last Council meeting prior to the statutory deadline of February 15, 2019) and August 19, 2019, for the November 5, 2019, election.

2016 CRC Recommendations (Chair: Jody Smith)

The following list only includes recommendation(s) that were presented for Council consideration and not placed on the ballot or that was placed on the ballot but failed by the voters.

Category	CRC Recommendation	Placed on the ballot by Council	Passed or failed by Voters
Ordinance Publication	Proposition 4: Shall Section 3.07 of the Flower Mound Home Rule Charter be amended to remove the requirement that all ordinances adopted by the Town be published except those ordinances required to be published by law?	Yes	Failed Results: Yes: 48.40% No: 51.60%
Finance	Proposition 8: Shall Section 9.10 of the Flower Mound Home Rule Charter be deleted in its entirety to remove the requirement that the Town budget be filed with various county and state agencies; and shall Section 9.14 of the Flower Mound Home Rule Charter be amended to allow transfer of funds between departments without the requirement of a budget amendment?	Yes	Failed Results: Yes: 44.97% No: 55.03%

A Charter Review Commission was appointed on October 7, 2013 (Chair: Paul Stone). A final report was presented to Council on February 3, 2014. The CRC recommended that no amendments come forward for a Charter election.

2012 CRC Recommendations (Chair: Rick Lust):

The following list only includes recommendation(s) that were presented for Council consideration and not placed on the ballot or that was placed on the ballot but failed by the voters.

Related	Category	CRC Recommendation	Placed on the ballot by Council	Passed or failed by Voters
	Petition Signatures*	Prop. 6: Shall Section 7.04 of the Town Charter, entitled "Council Either to Pass Ordinance or Call Election," be amended to delete the minimum number of signatories to a petition for initiative?	Yes	Failed Results: Yes: 49.50% No: 50.50%
	Petition Signatures**	Prop. 7: Shall Section 7.05 of the Town Charter, entitled "Submitted at General Election When Only 5% Sign," be amended to delete the minimum number of signatories to a petition for referendum?	Yes	Failed Results: Yes: 49.45% No: 50.55%
	Petition Signatures*	Prop. 8: Shall Section 7.15 of the Town Charter, entitled "Referendum Petition Requirements," be amended to delete the minimum number of signatories to a petition for referendum?	Yes	Failed Results: Yes: 47.86% No: 52.14%
	Compensation	Effective June 1, 2013, the Mayor shall receive a monthly stipend of \$300 and members of the Town Council shall receive a monthly stipend of \$200. In addition, they shall be entitled to reimbursement of any necessary expenses incurred in the performance of their official duties, when approved by the Council.	No	N/A

*Currently sections 7.04 and 7.15 state that "...when signed by 5% of the voters of the Town or by 300, whichever is greater....". There are 49,092 registered voters, therefore 5% equals to 2,455 (which will always be greater than 300). Props 6, 7, & 8 aimed to remove the reference to 300 for this reason, however, those propositions were not approved by the voters in 2012.

**Section 7.05 was repealed by the voters with the 2016 Charter amendment election as it referenced a process for when there are 5% of voters on a petition and with the change to 5% for 7.04 and 7.15 it was no longer applicable.

FISCAL IMPACT: The Town is scheduled to have a November 2019 election for the purpose of bringing forward a reauthorization of the local sales and use tax (maintenance and repair of municipal streets) to the voters. As such, there would be minimal cost to add ballot items to either a May or November 2019 election.

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

CRC Final Reports:

1. August 4, 2016
2. February 3, 2014
3. March 5, 2012
4. [Town Charter](#) (link only)

DRAFT MOTION: Staff is seeking direction regarding Council's interest in proceeding with any Charter amendments, and if so, if a Charter Review Commission is desired for this purpose, along with any associated charge. Per the Town Charter if a Commission is desired, it must be composed of at least five qualified voters of the Town.



Charter Review Commission (CRC) Recommendations & Council Initiated Items

Pending Discussion/Direction Items:

1. PALS Board reference (amend or repeal)
2. Procedure for processing Charter violations (additional & modified steps)
3. Term Lengths & Limits (3 years/clock reset for Mayor)
4. % requirements for referendum/initiative/recall

Review & discuss removal of the provisions relating to the Parks, Arts, and Library Services Board

7/18 follow up: Consider whether to amend or repeal the text

CURRENT:

§ 8.04. - Parks, Arts, and Library Services Board. The Town Council shall at its discretion appoint seven (7) citizens and qualified voters of the Town of Flower Mound, who shall constitute its Parks, Arts, and Library Services Board, and who shall serve at the pleasure of the Town Council for such term as may be established by ordinance. The Parks, Arts, and Library Services Board shall perform such duties as the Town Council may direct.

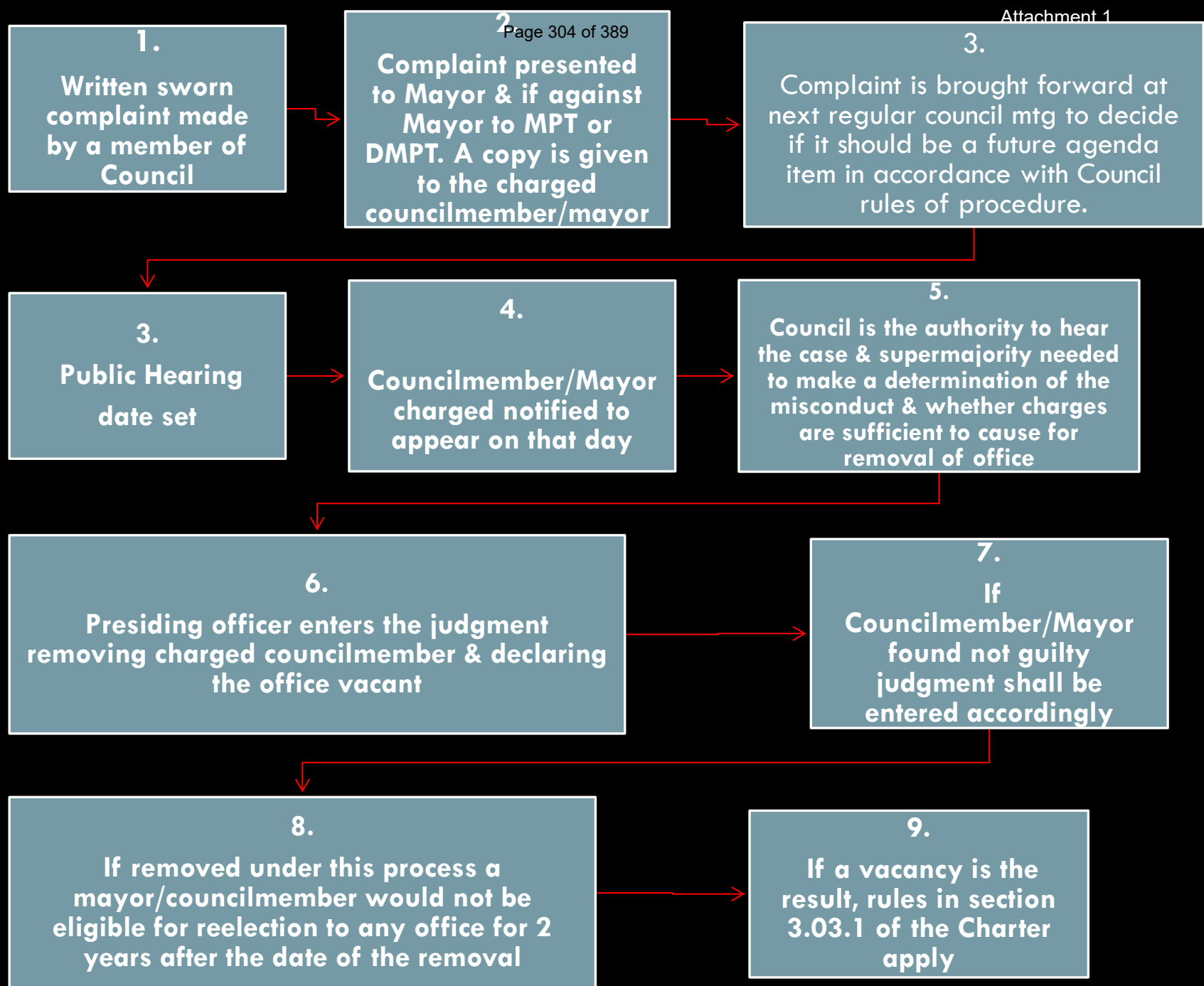
CRC RECOMMENDATION:

§ 8.04. - Parks,~~Arts, and Library Services~~ Board. The Town Council shall at its discretion appoint seven (7) citizens and qualified voters of the Town of Flower Mound, who shall constitute its Parks,~~Arts, and Library Services~~ Board, and who shall serve at the pleasure of the Town Council for such term as may be established by ordinance. The Parks,~~Arts, and Library Services~~ Board shall perform such duties as the Town Council may direct.

6/30/16: Vote 5:0

1 of 1

Steps for processing charter violations if Prop. 3 passes.



Review & discuss provisions relating to term limits and consecutive terms for elected officials.

7/18 Council Discussion Follow Up:

- Three year term lengths with an election held every year (two seats are up every three years) and a transition plan that gets Council from where they are today to that point, and have an open discussion at the next meeting regarding term limits and if the Council should consider putting forward to the voters two three year terms or three/three year terms, including an effective start date
- Interest in continuing the discussion on term limits in the event a member of Council changes position to Mayor

What Other Cities Do (term of office)

City	Term of Office
Allen	2
North Richland Hills	2
Richardson	2
Highland Village	2
Denton	2
Total (2 years)	5 cities
Carrollton	3
Colleyville	3
Coppell	3
Frisco	3
Grapevine	3
Keller	3
Lewisville	3
McKinney	4
Total (3-4 years)	8 cities

Recall & Referendum Percentage Requirements

Discussion Summary from 7/18 Council meeting:

Review the percentages or numbers needed to initiate a recall and identify if they are attainable, and whether or not a change is needed (and would be for recall petition or referendum)

Charter References:

Article VI - Recall	Article VII - Legislation by the people, initiative and referendum
----------------------------	---

§ 6.02 – Petition for Recall

Before the question of recall of such officer shall be submitted to the qualified voters of the Town, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of the Town Secretary; which said petition shall be signed by a number equal to at least fifteen percent (15%) of those who were qualified voters on the date of the last regular municipal election as determined from the list of qualified voters

§ 7.04/05– Petition (Initiative/Referendum)

§ 7.04 - Council Either to Pass Ordinance or Call Election

If the petition accompanying the proposed ordinance is signed by qualified voters equal in number to fifteen percent (15%) of the qualified voters of the Town or three hundred (300) of the qualified voters of the Town, whichever is greater,

§ 7.05 - Submitted at General Election When Only 5% Sign

If the petition is signed by electors equal in number to at least five percent (5%), but less than fifteen percent (15%) or three hundred (300) of the qualified voters of the Town of Flower Mound, as required by Sec. 7.04 of this Charter, then such ordinance, without alteration, shall be submitted by the governing body of the Town to a vote of the people at the next general municipal election...

Voter Turnout History (May Only)

Page 310 of 389

Attachment 1

Election Year	Total Voters	Registered Voters	Percentage
1992	2,483	9,117	27.23%
1993	1,094	11,978	9.13%
1994	786	14,816	5.30%
1995	2,526	16,954	14.89%
1996	1,801	20,215	9%
1997	2473	23,868	10.4%
1998	3,910	26,809	15%
1999	2607	28396	9.3%
2000	4,631	31,437	15%
2001	2,501	35,427	7.06%
2002	6,267	37,972	16.5%
2003	2,676	36,593	7.3%
2004	5,929	38.593	15.3%
2005	1,440	38,651	3.70%
2006	2,245	40,921	5.50%
2007	2,530	40,035	6.30%
2008	3,042	44,959	6.80%
2009	3150	41,378	7.60%
2010	8,401	42,111	19.94%
2011	2,621	41,687	6.28%
2012	5,791	42,913	13.49%
2013	2,421	42,897	5.64%
2014			No election
2015	3,442	44,577	7.73%
2016	4,453	46,538	9.85%

Average over 25 years: 10.59%

RV – Registered Voters

VC – Votes Cast

Most are based on RV or VC at last election

What Other Cities Do

City	% required (Recall)	% required (I/R)
Lewisville	5% RV	same
Keller	5% RV	same
Richardson	10% RV	same
Coppell	15% RV	10% RV
Southlake	20% RV	same
Highland Village	20% RV	same
Allen	30% RV	same
Denton	25% VC for that councilmember & all of his opponents in last election he was a candidate	25% VC
McKinney	25% VC	same
North Richland Hills	25% VC	Same
Carrollton	30% VC	same
Colleyville	30% VC	40% VC
Frisco	35% VC at last mayoral election	Same
Grapevine	40% VC	Same

Timeline

8/04

- Council to provide direction on proposed or new amendments.

8/15

- Council to call Nov. election if applicable
(statutory deadline is 8/22)

11/8

- Election Day

Questions





FINAL REPORT – 2.3.14

Charter Review Commission (CRC) Presentation & Report

February 3, 2014

CRC Members

Paul Stone, Chair

Patti Fennessey

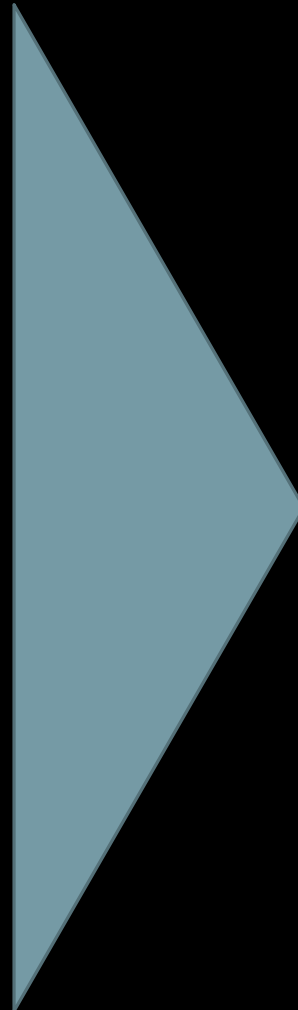
Brian Fox

Ray Loehr

Gail Scheepers

Sandeep Sharma

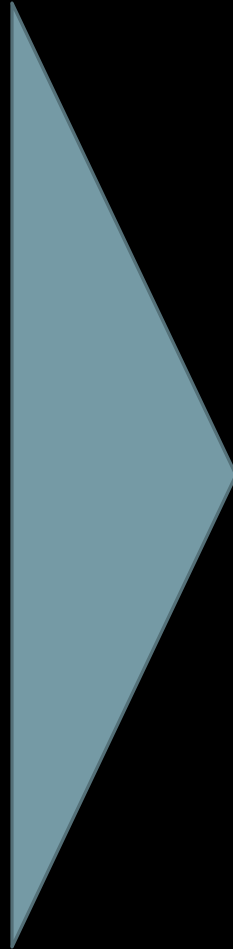
Jeffrey Smith



Appointed by
Town Council
October 7, 2013

CRC Meeting Schedule

- October 18th
- October 30th
- November 6th
- November 19th
- December 4th
- December 17th
- January 11th
- January 17th
- January 21



During this time 19 Items were reviewed, researched, and considered for a total of 28 meeting hours & countless individual hours reviewing and researching various information.



CRC REPORT (FINDINGS AND RECOMMENDATIONS)

- Council Original Charge Items (10)
 - Charter Review Commission Initiated Items (3)
 - Public Initiated Items (6)
-

Recommendations presented to include either:
No recommendation, a Charter Amendment,
or a Policy Recommendation.

COUNCIL INITIATED ITEMS



1. Review & Understand the Town Charter ☒
2. Review the book *Texas Home Rule Charters* ☒
3. Review and seek input from other North Texas municipalities about their Charters ☒

COUNCIL INITIATED ITEMS



4. Review and discuss single member district seats for the purpose of promoting representation on Town Council from far west and far east of Flower Mound.

CRC RECOMMENDATION:

Take no further consideration.

1/17/14: Vote 5-1; 1 Absent



COUNCIL INITIATED ITEMS



5. Review and discuss the possibility of three-year Council terms.

CRC RECOMMENDATION:

Two 3 year terms on a staggered basis
(which allows for 1 year with no election).

1/21/14: Vote 4:3

COUNCIL INITIATED ITEMS

6. Review and discuss the possibility of a change to term limits that would allow a council member to run for Mayor, and if elected, would reset the term limit clock.

CRC RECOMMENDATION:

No further consideration.

1/17/14: Vote 5:1; 1 Absent



COUNCIL INITIATED ITEMS



7. Review and discuss the possibility of enlarging the size of the Town Council

This discussion lead to a CRC initiated item: Whether the Mayor should have a casting vote for all matters coming before the Council, and not just in case of a tie vote.

CRC RECOMMENDATION:

No further consideration.

1/17/14: Vote 5:1; 1 Absent



COUNCIL INITIATED ITEMS

8. Review and discuss the possibility of board and commission members adhere to the same term limits as required of the Town Council.

This discussion lead to a publicly initiated item: Whether members should serve on multiple boards, commissions, or committees.

CRC RECOMMENDATION:

To further consider as a policy item the introduction of term limits for some board , commission or committees and limit board, commission, and committee members from serving on multiple boards, commissions, or committees where possible.

1/21/14: Vote 7-0



COUNCIL INITIATED ITEMS

10. Suggest possible Charter amendments in accordance with the proposed timeline, and identify a process for public review and proposed amendments.

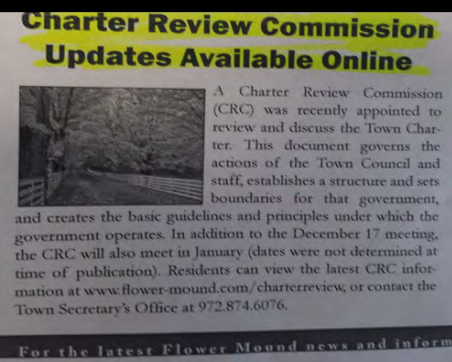
- Past CRC Chairs Invited
 - HOA leaders invited
- Two public participation opportunities per meeting
 - Two Public Hearings
- Charter@flower-mound.com

Continued on next page....



Public Outreach

- Town website
- Flower Mound Television (FMTV) – all meetings at Town Hall and broadcasted live or available via streaming
- Newspaper articles and print advertisement
- Sandwich board signs rotated between Library, CAC, and Town Hall
- Utility billing insert
- All meetings took place at Town Hall and broadcasted live & available via web streaming



CRC INITIATED ITEMS

2. Section 3.05 of the Town Charter: Discuss and consider whether the Council and public review process associated with the not to exceed amount of \$15,000 as authorized by the Mayor to the town Manager to sign all contracts is sufficient. In addition, whether the amount of \$15,000 is sufficient.

CRC RECOMMENDATION:

Town Council amend the Town Charter, Section 3.05, to \$50,000, and also reduce this through policy to \$25,000.

1/21/14: Vote 4-2; 1 Abstain



CRC INITIATED ITEMS



3. Discuss and consider adding language in the Charter that gives the power to the Council to designate where the administrative offices, including Town Hall, should be.

CRC RECOMMENDATION:

Council take under consideration.

1/21/14: Vote 7-0



PUBLIC INITIATED ITEMS

2. Discuss and consider whether the Arts should be separated from the Parks and Library Services Board (Section 8.04 of the Town Charter).

CRC RECOMMENDATION:

Town Council give future policy consideration to explore separating the Parks, Arts, and Library Services Board with Parks being one board and Arts and Library as an additional standalone board.

1/21/14: Vote 6-1



PUBLIC INITIATED ITEMS



3. Discuss whether candidates for Town Council should submit financial reports denoting financial contributors and expenses prior to the 30 days as currently required by the Texas Ethics Commission.

CRC RECOMMENDATION:

Take no further action.



PUBLIC INITIATED ITEMS



4. Discuss whether political party affiliation of a candidate should be stipulated on the ballot.

CRC RECOMMENDATION:

Take no further action.

PUBLIC INITIATED ITEMS

5. Discuss the Town's Code of Ethics and Section 11.03 of the Town Charter (Personal Interest) as it relates to conflict of interest, including but not limited to, definitions associated with development agreements or contracts.

This discussion lead to the further discussion related to use of social media.

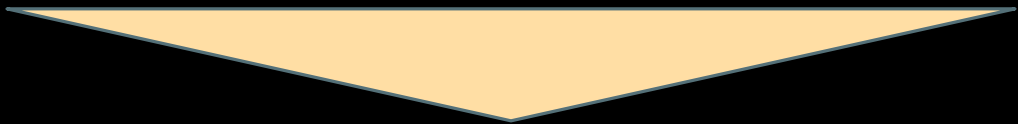
CRC POLICY ITEM RECOMMENDATION:

Town Council address social media as a policy item in the Town's Code of Ethics.

1/21/14: Vote 7-0



PUBLIC INITIATED ITEMS



6. Discuss whether or not an election should be required for additional districts besides Municipal Utility, Public Improvements, or for certain Public Private Partnerships).

CRC RECOMMENDATION:

Take no further action.



COUNCIL INITIATED ITEMS

9. Based upon that review and input, consider and identify if there are any recommendations that should be considered for the Town of flower Mound Charter.

CRC FINAL RECOMMENDATION

After thorough and careful discussion and consideration, the Charter Review Commission recommends no amendments to come forward at this time for a Charter Election.

1/21/14: Vote 4-3



Questions?





CHARTER REVIEW COMMISSION (CRC) RECOMMENDATIONS (13)

March 5, 2012

CRC Recommendation #1

New language underlined; deleted language stricken.

§3.02 Term Limits

Beginning with the Town Council election to be conducted on the second Saturday in May 2013, neither the Mayor nor any member of the Town Council elected from and after said date shall be elected for more than three (3) full consecutive terms of two (2) years each for any place or position on the Town Council.



CRC Recommendation #2

New language underlined; deleted language stricken:

§ 3.02.1 Qualifications

Each member of the Council shall be a qualified voter of the Town, shall be twenty-one (21) years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable, have been a resident of the Town for at least one (1) year prior to election date, shall not be employed by the Town, and shall hold no other public office except that of Notary Public or a member of the National Guard, ~~or naval~~ ~~or~~ military reserve, or Coast Guard reserve.

New language and edits included; deletions excluded:

§ 3.02.1 Qualifications

Each member of the Council shall be a qualified voter of the Town, shall be twenty-one (21) years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable, have been a resident of the Town for at least one (1) year prior to election date, shall not be employed by the Town, and shall hold no other public office except that of Notary Public or a member of the National Guard, military reserve, or Coast Guard reserve.



CRC Recommendation #3

New language underlined; deleted language stricken:

§ 3.04 Compensation

Effective June 1, 2013, the Mayor shall receive a monthly stipend of three hundred dollars (\$300.00) and members of the Town Council of Flower Mound shall ~~serve without pay or compensation~~ receive a monthly stipend of two hundred dollars (\$200.00). ~~; provided, however, that~~ In addition, they shall be entitled to reimbursement of any necessary expenses incurred in the performance of their official duties, when approved by the Council.

New language and edits included; deletions excluded:

§ 3.04 Compensation

Effective June 1, 2013, the Mayor shall receive a monthly stipend of three hundred dollars (\$300.00) and members of the Town Council of Flower Mound shall receive a monthly stipend of two hundred dollars (\$200.00). In addition, they shall be entitled to reimbursement of any necessary expenses incurred in the performance of their official duties, when approved by the Council.



CRC Recommendation #4

New language underlined; deleted language stricken:

§ 4.02 Town Manager—Appointment and Qualifications.

The Council by majority vote shall appoint a Town Manager. The method of selection shall be left to the discretion of the Council so long as the method ensures orderly, nonpartisan action toward securing a competent and qualified person to fill the position. The Town Manager shall be chosen solely upon the basis of the person's executive and administrative training, experience, and ability. The Town Manager need not be a resident of Flower Mound when appointed, but within a reasonable time after such appointment, not to exceed six (6) months, reside within Flower Mound during the balance of the tenure of his or her appointment.

New language and edits included; deletions excluded:

§ 4.02 Town Manager—Appointment and Qualifications.

The Council by majority vote shall appoint a Town Manager. The method of selection shall be left to the discretion of the Council so long as the method ensures orderly, nonpartisan action toward securing a competent and qualified person to fill the position. The Town Manager shall be chosen solely upon the basis of the person's executive and administrative training, experience, and ability. The Town Manager need not be a resident of Flower Mound when appointed, but within a reasonable time after such appointment, not to exceed six (6) months, reside within Flower Mound during the balance of the tenure of his or her appointment.

CRC Recommendation #5

New language underlined; deleted language stricken:

§ 6.02 Petition for Recall.

Before the question of recall of such officer shall be submitted to the qualified voters of the Town, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of the Town Secretary; which said petition shall be signed by ~~three hundred (300) qualified voters or~~ a number equal to at least fifteen percent (15%) ~~whichever is greater,~~ of those who were qualified voters on the date of the last regular municipal election as determined from the list of qualified voters maintained by the Voter Registrar of Denton County. The name of Each signer of the such recall petition shall be legibly printed and each signer shall personally sign his name thereto in ink or indelible pencil. The signer's information shall include and shall write after his name, his place of residence by, giving the name of the street and number, the signer's his voter registration certificate number or date of birth, and shall also include ~~write thereon~~ the day, the month, and the year his signature was affixed.

New language and edits included; deletions excluded:

§ 6.02 Petition for Recall.

Before the question of recall of such officer shall be submitted to the qualified voters of the Town, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of the Town Secretary; which said petition shall be signed by a number equal to at least fifteen percent (15%) of those who were qualified voters on the date of the last regular municipal election as determined from the list of qualified voters maintained by the Voter Registrar of Denton County. The name of each signer of the recall petition shall be legibly printed and each signer shall personally sign his name thereto in ink or indelible pencil. The signer's information shall include after his name, his place of residence by giving the name of the street and number, the signer's voter registration certificate number or date of birth, and shall also include the day, the month, and the year his signature was affixed.

CRC Recommendation #6

New language underlined; deleted language stricken:

§ 7.02 Petition Requesting Submission for Ordinance by Initiative.

Any proposed ordinance may be submitted to the governing body of the Town of Flower Mound by a petition signed by the qualified voters of the Town equal in number to the percentage hereinafter required. The signatures to the petition need not all be appended to one paper, but the name of each signer of the ~~such~~ petition shall be legibly printed and each signer shall personally sign his name in ink or indelible pencil. The signer's information shall include after his name, his place of residence by giving ~~and shall also write the name of the street and number, the signer's of his place of residence. The signer shall also write his voter registration certificate number or date of birth, and shall also include thereon~~ the day, the month, and the year his signature was affixed to the petition. The initiative petition must be addressed to the Council of the Town of Flower Mound. The signatures shall be verified by oath in the following form: . . .

New language and edits included; deletions excluded:

§ 7.02 Petition Requesting Submission for Ordinance by Initiative.

Any proposed ordinance may be submitted to the governing body of the Town of Flower Mound by a petition signed by the qualified voters of the Town equal in number to the percentage hereinafter required. The signatures to the petition need not all be appended to one paper, but the name of each signer of the petition shall be legibly printed and each signer shall personally sign his name in ink or indelible pencil. The signer's information shall include after his name, his place of residence by giving the name of the street and number, the signer's voter registration certificate number or date of birth, and shall also include thereon the day, the month, and the year his signature was affixed to the petition. The initiative petition must be addressed to the Council of the Town of Flower Mound. The signatures shall be verified by oath in the following form: . . .

CRC Recommendation #7

New language underlined; deleted language stricken:

§ 7.04 Council Either to Pass Ordinance or Call Election.

If the petition accompanying the proposed ordinance is signed by qualified voters equal in number to fifteen percent (15%) of the qualified voters of the Town ~~or three hundred (300) of the qualified voters of the Town, whichever is greater,~~ and contains a request that the ordinance be submitted forthwith to a vote of the people at a special election, the governing body of the Town shall either:

(1) Pass said ordinance without alteration within forty-five (45) days after the attachment of the Town Secretary's certificate of sufficiency to the accompanying petition (subject to referendum vote under the provisions of this Charter); or

(2) The governing body of the Town shall proceed to call a special election at which the ordinance, without alteration, shall be submitted to a vote of the people.

New language and edits included; deletions excluded:

§ 7.04 Council Either to Pass Ordinance or Call Election.

If the petition accompanying the proposed ordinance is signed by qualified voters equal in number to fifteen percent (15%) of the qualified voters of the Town and contains a request that the ordinance be submitted forthwith to a vote of the people at a special election, the governing body of the Town shall either:

(1) Pass said ordinance without alteration within forty-five (45) days after the attachment of the Town Secretary's certificate of sufficiency to the accompanying petition (subject to referendum vote under the provisions of this Charter); or

(2) The governing body of the Town shall proceed to call a special election at which the ordinance, without alteration, shall be submitted to a vote of the people.

CRC Recommendation #8

New language underlined; deleted language stricken:

§ 7.05 Submitted at General Election When Only 5% Sign.

If the petition is signed by electors equal in number to at least five percent (5%), but less than fifteen percent (15%) ~~or three hundred (300)~~ of the qualified voters of the Town of Flower Mound, as required by Sec. 7.04 of this Charter, then such ordinance, without alteration, shall be submitted by the governing body of the Town to a vote of the people at the next general municipal election on a uniform election date that shall occur at any time after thirty (30) days from the date of the Town Secretary's certificate of sufficiency attached to the petition accompanying such ordinance.

New language and edits included; deletions excluded:

§ 7.05 Submitted at General Election When Only 5% Sign.

If the petition is signed by electors equal in number to at least five percent (5%), but less than fifteen percent (15%) of the qualified voters of the Town of Flower Mound, as required by Sec. 7.04 of this Charter, then such ordinance, without alteration, shall be submitted by the governing body of the Town to a vote of the people at the next general municipal election on a uniform election date that shall occur at any time after thirty (30) days from the date of the Town Secretary's certificate of sufficiency attached to the petition accompanying such ordinance.



CRC Recommendation #9

New language underlined; deleted language stricken:

§ 7.15 Referendum Petition Requirements.

A petition for referendum may be submitted to the governing body of the Town when signed by fifteen percent (15%) of the qualified voters of the Town ~~or by three hundred (300) of the qualified voters of the Town, whichever is greater.~~ The procedures for submission, examination, and amendments of the petition shall be in accordance with § 7.02 and § 7.03 of this Charter.

New language and edits included; deletions excluded:

§ 7.15 Referendum Petition Requirements.

A petition for referendum may be submitted to the governing body of the Town when signed by fifteen percent (15%) of the qualified voters of the Town. The procedures for submission, examination, and amendments of the petition shall be in accordance with § 7.02 and § 7.03 of this Charter.



CRC Recommendation #10

§ 7.17 Election Required for Certain Public-Private Partnerships.

Prior to the commitment of any Town funds in a public-private partnership for an economic development project, other than for the construction or maintenance of public improvements, in which the Town has either a joint ownership interest or enters into a lease of Town property in excess of one (1) year, and which public-private partnership provides an economic benefit to a private party, the Town Council, following debate and discussion of the public-private partnership, may approve said partnership. Following the vote of the Town Council to approve said partnership, the Town Council shall call a special election to allow the qualified voters of the Town to approve or reject said commitment of Town funds. The ballot used when voting upon said partnership shall contain the words “For” and “Against” (stating the nature of the public-private partnership). If a majority of the qualified voters voting on the proposed partnership shall vote in favor thereof, such public-private partnership shall be approved.

New language underlined; deleted language stricken.



CRC Recommendation #11

New language underlined; deleted language stricken:

§ 8.04 Parks, Arts, and Library Services Board.

The Town Council shall at its discretion appoint seven (7) citizens and qualified voters of the Town of Flower Mound, who shall constitute its Parks, Arts, and Library Services Board, and who shall serve at the pleasure of the Town Council for such term as may be established by ordinance. The Parks, Arts, and Library Services Board shall perform such duties as the Town Council may direct.

New language and edits included; deletions excluded:

§ 8.04 Parks, Arts, and Library Services Board.

The Town Council shall at its discretion appoint seven (7) citizens and qualified voters of the Town of Flower Mound, who shall constitute its Parks, Arts, and Library Services Board, and who shall serve at the pleasure of the Town Council for such term as may be established by ordinance. The Parks, Arts, and Library Services Board shall perform such duties as the Town Council may direct.

CRC Recommendation #12

§ 8.06 Amendments to Oil and Natural Gas Well Drilling and Operations Ordinance.

Any amendment to the Oil and Natural Gas Well Drilling and Operations Ordinance, contained in Article VII of Chapter 34 of the Town's Code of Ordinances, as amended, requires a public hearing and the approval of three-fourths (3/4) of the membership of the Town Council.

New language underlined; deleted language stricken.



CRC Recommendation #13

New language underlined; deleted language stricken:

Section 5.08 – Oath of Office.

“I solemnly swear (or affirm), that I have not directly or indirectly paid, offered, or promised to pay, contributed, ~~and~~ nor promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, ...

Section 3.11 – Bond for Employees.

The Town Manager and the Town Secretary, and such other Town officers and employees as the Town Council may require, shall before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the Town Council payable to the Town of Flower Mound.

New language and edits included; deletions excluded:

Section 5.08 – Oath of Office.

“I solemnly swear (or affirm), that I have not directly or indirectly paid, offered, or promised to pay, contributed, nor promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, ...

Section 3.11 – Bond for Employees.

The Town Manager and the Town Secretary, and such other Town officers and employees as the Town Council may require, shall before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the Town Council payable to the Town of Flower Mound.

CRC Other Recommendations

For inclusion in the Oil & Gas Ordinance:

Any lease or conveyance of any of the Town's mineral rights requires a public hearing.

After in depth discussion on this topic in relation to the necessity of having it come forward as a Charter item or not, there was consensus to recommend an ordinance amendment that would require a public hearing for any conveyance of the mineral rights by the Town instead of a Charter amendment.



Items Discussed & Considered – Not Recommended

1. Online voting in Town elections
2. Rank choice voting (aka instant run off voting)
3. Background check requirements for Council candidates & Officers of the Town (§ 3.02.1)
4. Municipal Utility Districts (MUD)/Public Improvement Districts (PID) provisions, including possible update of title wording
5. Franchise powers of Council (§10.02)
6. Review process associated with the Charter
7. Charter Review Commission be set up in July & duties of the Commission.
8. Single Member Districts



Items Discussed & Considered – Not Recommended (*Continued*)

- 9. Meetings of the Council & how items are placed on the agenda.
- 10. Increasing the number of Council positions
- 11. Charter provision relative to Councilmember endorsements
- 12. Ethics Policy
- 13. Candidate filing fee



Questions?





TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: February 4, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider proposed Charter Amendments and adopt an ordinance ordering a special election for May 4, 2019, to amend the Home Rule Charter of the Town of Flower Mound; designating the propositions and manner of holding such election; and providing for the posting and publication of notice.

BACKGROUND INFORMATION: This item allows for Council action to be taken on proposed Charter amendments for the purpose of calling a Charter election on May 4, 2019.

FISCAL IMPACT: \$850

Additional expenditure to add Charter items to the May 4, 2019 Election:	Account Number(s):
\$ 50 (Estimated Denton County Elections Administration Contract-additional programming cost)	100-610-10300-5110
\$ 400 (Estimated language translation service – Spanish and Vietnamese)	
\$ 400 (additional cost for required newspaper publication)	100-610-10300-5040

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

LEGAL REVIEW: Bryn Meredith of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has prepared 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, CALLING A SPECIAL ELECTION TO BE HELD ON MAY 4, 2019, FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VOTERS; PROVIDING AN ESTIMATE OF ANTICIPATED FISCAL IMPACT; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas, 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, Section 9.004 of the Local Government Code allows for Charter Amendments to be submitted to the qualified voters of a home rule municipality; and,

WHEREAS, it is the desire of the Town Council to call a special election to submit proposed amendments to the Town Charter to the voters in accordance with Section 9.004 of the Local Government Code; and,

WHEREAS, Section 9.004(b) of the Local Government Code requires the election to be held on a uniform election date; and,

WHEREAS, Section 41.001 of the Election Code establishes the first Saturday in May as a uniform election date, and the Town Council has determined that date sufficient in time to comply with the requirements of the law;

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

**SECTION 1
CHARTER AMENDMENT ELECTION CALLED**

The Town Council does hereby, on its own motion, order a special election to submit to the voters of the Town of Flower Mound proposed amendments to the Town Charter. The proposed amendments to the Town Charter are set forth in Exhibit "A" attached to this ordinance and incorporated herein for all purposes and are hereby approved by the Town Council for submission to the voters. The election shall be conducted according to the laws of the State of Texas, and shall be held on Saturday, May 4, 2019, from 7:00 a.m. to 7:00 p.m.

**SECTION 2
BALLOT**

The official ballots for the election shall be prepared in accordance with the Election Code so as to permit the electors to vote "Yes" or "No" on the propositions, with the ballots to contain such provisions, markings, and language as required by law, and with the propositions to be expressed substantially as set forth in Exhibit "B" attached to this ordinance and incorporated herein for all purposes."

SECTION 3 POLLING PLACES

Voting shall be conducted on Election Day between the hours of 7:00 a.m. and 7:00 p.m. at the following voting places:

Election Day Polling Location

Polling Place	Precinct Number(s)
Flower Mound Community Activity Center (Pecan Room), 1200 Gerault Rd, Flower Mound	3024, 3026, 3027, 3028, 3029, 3030, 3031, 3033
Flower Mound Public Library (Community Room) 3030 Broadmoor Lane, Flower Mound	3025, 4023, 4024, 4025, 4026, 4027, 4028, 4029
REC of Grapevine, 1175 Municipal Way, Grapevine, 76051	3321 (Tarrant County voters)

SECTION 4 AGREEMENT WITH TARRANT AND DENTON COUNTIES

Prior to the election, the Town anticipates that it will enter into contract agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute contract agreements (the "Agreements") with Denton and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and offer applicable statutes and laws. In the event of a conflict with this Ordinance and the Agreements, the Agreements shall control.

SECTION 5 APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES

Election judges for the election shall be appointed by Denton County and Tarrant County respectively as authorized by Chapter 271, of the Texas Election Code.

SECTION 6 ELECTION OFFICERS

Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The presiding judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The election judge, or the alternative election judge, in the absence of the election judge, and the election clerks shall constitute the early voting ballot board to process early voting results from the election. The election judge, and alternate election judge, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 7 EARLY VOTING

- (a) **EARLY VOTING - DENTON COUNTY:** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Agreement.

Early Voting by personal appearance shall be conducted beginning on April 22, 2019, and continuing through April 30, 2019, at the Flower Mound Community Activity Center, 1200 Gerault Rd., Flower Mound, Texas or at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A101, Denton, Texas on the following days and times:

Date	Time
April 22 – April 27 (Monday – Saturday)	8:00 a.m. – 5:00 p.m.
April 29 – April 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Additional early voting will be conducted at locations throughout Denton County as established by the Denton County Joint Election Agreement. If there is any discrepancy between this Ordinance and the Agreement as to early voting locations or times, the Agreement shall control.

- (b) **EARLY VOTING - TARRANT COUNTY:** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement.

Early Voting by personal appearance shall be conducted beginning on April 22, 2019, and continuing through April 30, 2019, at the REC of Grapevine, 1175 Municipal Way, Grapevine, Texas or at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas 76111 on the following days and times:

Date	Time
April 22 – 26 (Monday – Friday)	8:00 a.m. – 5:00 p.m.
April 27 (Saturday)	7:00 a.m. – 7:00 p.m.
April 28 (Sunday)	11:00 a.m. – 4:00 p.m.
April 29 – 30 (Monday – Tuesday)	7:00 a.m. – 7:00 p.m.

Additional early voting will be conducted at locations throughout Tarrant County as established by the Tarrant County Joint Election Agreement. If there is any discrepancy between this Ordinance and the Agreement as to early voting locations or times, the Agreement shall control.

- (c) **VOTING BY MAIL – DENTON AND TARRANT COUNTY:** Applications for early voting by mail may be delivered to:

Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on April 23, 2019. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on April 23, 2019. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

SECTION 8 METHOD OF VOTING

Denton County:

Early voting in Denton County shall be conducted using Denton County's Hart Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

Tarrant County:

Early voting in Tarrant County by personal appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Election Code.

SECTION 9 FISCAL IMPACT

If the charter amendments in this ordinance are approved at the election, it is estimated that there will be a fiscal impact on the Town in the amount of \$15,600.

SECTION 10 SEVERABILITY CLAUSE

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and section 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 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 11 NOTICE

ORDINANCE NO. _____**Page 5**

(a) Notice of the election shall be published in accordance with Chapter 4 of the Election Code.

(b) Additionally, in accordance with Section 9.004(c) of the Local Government Code, notice of the election shall be published in a newspaper of general circulation in Flower Mound on the same day, in each of two consecutive weeks, with the first publication occurring before the 14th day before the Election Day. The notice shall contain a substantial copy of the proposed amendments and shall include an estimate of the anticipated fiscal impact to the Town if the amendments are approved.

**SECTION 12
EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after approval.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4th DAY OF
FEBRUARY, 2019.**

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A**EXHIBIT "A"
PROPOSED FLOWER MOUND
CHARTER AMENDMENTS****ARTICLE I. - FORM OF GOVERNMENT AND BOUNDARIES****§ 1.01. - Corporate Name.**

The inhabitants of the Town of Flower Mound, County of Denton, Texas, within the corporate limits hereafter set forth, will continue to be incorporated under the name "Town of Flower Mound."

§ 1.02. - Form of Government.

The municipal government provided by this Charter shall be known as the "council-manager government." Pursuant to its provisions and subject only to the limitations imposed by the Texas Constitution, the laws of the State of Texas and by this Charter, all powers of the Town shall be vested in an elective council, hereinafter referred to as "the Council," which shall enact local legislation, adopt budgets, determine policies, and appoint the Town Manager, who shall execute the laws and administer the government of the Town. All powers of the Town shall be exercised in the manner prescribed by this Charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance.

§ 1.03. - Boundaries.

The boundaries of the Town shall be as they have been established previously and now exist; and which are on file with the Town Secretary.

§ 1.04. - Extension of Boundaries.

The boundaries of the Town of Flower Mound may be enlarged and extended by the annexation of additional territory by the manner herein set forth:

- (a) The Council shall have the power by ordinance to set the boundary limits of the Town of Flower Mound, Texas, to provide for the alteration and extension of the boundary limits, and to annex additional territory lying adjacent to it whether said territory be inhabited or uninhabited. Should the territory be inhabited, the Council may also, upon a petition signed by a majority of the registered voters in such territory, consider such petition for annexation. The Council shall not consider any petition or act to annex any inhabited territory unless, in the opinion of the Council, the Town of Flower Mound can provide fire and police protection to the territory at the time of annexation. Services not mentioned therein shall be provided at such time as designated by the Town Council.
- (b) No annexation ordinance shall be passed unless a public hearing has been held.
- (c) The Council of the Town of Flower Mound, Texas, shall provide for such notices and publication of such notices as is required by the laws of the State of Texas.
- (d) When any additional territory has been annexed, it shall be a part of the Town of Flower Mound, Texas. The property within the annexed area shall bear its pro rata part of the taxes levied by the Town. The inhabitants thereof shall be entitled to all rights and privileges of other citizens of said Town and shall be bound by the acts, ordinances, resolutions and regulations of the Town.
- (e) All powers of annexation of the Town Council are subject to the provisions of the Municipal Annexation Act of the State of Texas, as it may be amended.

§ 1.05. - Contraction of Boundaries.

- (a) Whenever in the opinion of the Town Council, there exists within the corporate limits of the Town of Flower Mound any territory, either inhabited or uninhabited, not suitable or necessary for Town purposes, or upon a petition signed by a majority of the qualified voters residing in said inhabited territory, the Town Council may, upon a public hearing and by ordinance duly passed, discontinue said territory as part of the Town of Flower Mound.
- (b) Any petition and/or ordinance as described above shall specify accurately the metes and bounds of the territory sought to be eliminated from the Town and shall contain a plat designating such territory so that it may be definitely ascertained. When said ordinance has been duly passed, it shall be entered upon the minutes and records of the Town of Flower Mound and from and after the entry of the ordinance, the territory shall cease to be a part of the Town. However, the territory shall still be liable for its pro rata share of any debts incurred while the area was a part of the Town and the Town shall continue to levy, assess and collect taxes on the property within the territory to pay the indebtedness incurred while the area was a part of the Town as though the area had not been excluded from the boundaries of the Town.

ARTICLE II. - POWERS OF THE TOWN

§ 2.01. - Enumerated Powers Not Exclusive.

The Town shall have the powers which are herein expressly provided as well as all powers that are now or which hereafter may be granted to municipalities by the Constitution or laws of the State of Texas, together with all the implied powers necessary to execute such granted powers.

§ 2.02. - General Powers Adopted.

The enumeration of the particular powers of this Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated.

§ 2.03. - Eminent Domain.

The Town shall have full right, power and authority to exercise the power of eminent domain when necessary or desirable to carry out any of the powers conferred upon it by this Charter, or by the Constitution or laws of the State of Texas. The power of eminent domain hereby conferred shall include the right of the Town to take the fee and easement in the lands so condemned, and such power and authority shall include the right to condemn public and private property for such purposes. The Town shall have and possess this power of condemnation of property within or without the corporate limits for any municipal or public purposes, even though not specifically enumerated herein or in this Charter.

§ 2.04. - Power to Acquire Property for Public Purposes.

The Town of Flower Mound shall have the power to acquire by condemnation either private or public property located inside or outside the corporate limits for public purposes; for the extension, improvement and enlargement of its water system, including riparian rights, water supply reservoirs, standpipes, water sheds, dams, the laying, building, maintenance and construction of water mains and any necessary appurtenances or facilities which will furnish to the inhabitants of the Town an abundant supply of wholesome water; for sewerage plants and systems; rights-of-way for water and sewer lines; parks, playgrounds and schools, hospitals, fire stations, police stations, burial grounds and cemeteries, incinerators or other garbage disposal plants; streets, boulevards and alleys or other public ways; town jails, town halls and other municipal buildings; any right-of-way needed in connection with any property used for any purpose hereinabove named; for the straightening or improving of the channel of any stream, branch or drain and for any other municipal purpose. The procedure to be followed in any

condemnation proceeding authorized herein shall be in accordance with the provision of the State law with reference to eminent domain. The provisions of V.T.C.A. Property Code, Chapter 21, shall apply to such proceedings, or such proceeding may be under any other State law now in existence or that hereafter may be passed governing or relating to the condemnation of land for public purposes by the Town.

ARTICLE III. - THE TOWN COUNCIL

§ 3.01. - Number, Selection, Term.

The Council shall consist of six members, a Mayor and five (5) Councilpersons, elected from the Town at large, by place or position, in the manner provided in Article V, for a term established below or until their successors have been elected and take office as provided in Article V.

Upon expiration of the terms of the current Mayor and Councilpersons, their successors shall be elected for terms as follows:

The Mayor and Place 4 shall be elected for a term of three (3) years at the 2018 general election and for three (3) year terms thereafter. Place 2 shall be elected for a term of two (2) years at the 2018 general election and for three (3) year terms thereafter.

Place 5 shall be elected for a term of three (3) years at the 2017 general election, and for three (3) year terms thereafter. Place 1 and Place 3 shall be elected for a term of two (2) years at the 2017 general election, and for three (3) year terms thereafter.

§ 3.02. - Term Limits.

- (a) Except as provided in § 3.02(b) of this Charter, beginning with the Town Council election to be conducted on the second Saturday in May, 2013, neither the Mayor nor any member of the Town Council elected from and after said date shall be elected for more than two (2) full consecutive terms for any place or position on the Town Council.
- (b) A person who has served two (2) full consecutive terms as a Councilperson shall be eligible to be elected to the office of Mayor for two (2) full consecutive terms.

§ 3.02.1. - Qualifications.

Each member of the Council shall be a qualified voter of the Town, shall be twenty-one (21) years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable, have been a resident of the Town for at least one (1) year prior to election date, shall not be employed by the Town, and shall hold no other public office except that of Notary Public or a member of the National Guard, military reserve or Coast Guard reserve. An employee of the Town who is elected to a place on Town Council shall immediately forfeit employment with the Town upon taking office in accordance with Article V of this Charter.

§ 3.02.2. - Forfeiture of Office.

A councilperson shall forfeit his office if he:

- (1) Lacks at any time during his term of office any qualifications for the office prescribed by this Charter or by Texas law; or
- (2) Is convicted in any court of (1) a felony, or (2) a Class A or Class B misdemeanor, or (3) a crime involving moral turpitude, or
- (3) Fails to attend three (3) consecutive regular meetings of the Council without first being excused by the Council; or
- (4) Willfully violates any express prohibition of this Charter.

§ 3.02.3. - Procedure for Expulsion or Forfeiture of Office.

The Town Council shall employ the following procedure when there is an allegation that a member of Council has forfeited his or her office or is subject to expulsion from office pursuant to the terms of this Charter. The procedure set forth herein shall not be required when a member of Council is convicted in any court of (1) a felony, or (2) a Class A or Class B misdemeanor. The procedure shall be as follows:

- (1) A written sworn complaint must be filed by a member of Council and presented to the Mayor. If the complaint is made against the Mayor, the complaint shall be submitted to the Mayor Pro Tem or Deputy Mayor Pro Tem. A copy of the complaint shall be presented to the charged member of Council.
- (2) The complaint shall be brought forward at the next regular Council meeting so that the Council may decide if the complaint should be placed on a future agenda in accordance with Council rules of procedure. The Mayor Pro Tem or Deputy Mayor Pro Tem shall serve as the presiding officer if the Mayor is charged by complaint.
- (3) With the support of a majority of the members of the Council, the complaint shall be placed on a future agenda and the Council shall hold a public hearing related to the complaint. The individual charged by complaint shall be notified of the date set for public hearing related to the complaint.
- (4) After closing the public hearing, an affirmative vote of at least three-fourths ($\frac{3}{4}$) of all members of the Town Council shall be required to find the charged Councilperson or Mayor guilty of the allegations as charged in the complaint and to find that the Councilperson or Mayor has forfeited his or her office or is expelled from his or her office in accordance with the terms of this Charter.
- (5) If the charged Councilperson or Mayor is found not guilty, the presiding officer shall enter judgment accordingly.
- (6) If a Councilperson or Mayor forfeits his or her office or is expelled from his or her office, the Councilperson or Mayor shall not be eligible for reelection to any Town office for two (2) years after the date of forfeiture or expulsion.

§ 3.03. - Council to be Judge of Election, Qualifications.

The Town Council shall be judge of the election and qualification of its own members and other elected officials of the Town.

§ 3.03.1. - Vacancies.

- (a) In the event a vacancy occurs in the office of Mayor or Councilperson, the vacancy shall be filled in accordance with this section.
- (b) Except as provided herein, a vacancy on the Town Council for an office with a three-year term must be filled by a special election held in accordance with the requirements of the Texas Constitution. In the event a vacancy occurs on the Council for an unexpired term of twelve (12) months or less the Council may call a special election to fill the vacancy, or by majority vote of the Council, appoint a replacement to fill the vacancy.
- (c) The office of Mayor or Councilperson shall become vacant upon death, resignation or removal from office in any manner authorized by law or by this Charter.
- (d) The following shall apply to Town Council offices with two-year terms:
 - (1) If a member of the Council shall announce candidacy or become a candidate for election to any public office other than the specific office then held when the unexpired term of the office then held exceeds one (1) year, he shall forfeit his office or place on the Council as of the date of the next regular municipal election.

- (2) A single vacancy in the Council shall be filled within thirty (30) days of the occurrence of the vacancy by a majority vote of the remaining members of the Council by selection of a person qualified for the position as described in this Charter. This appointee shall serve until the position can be filled at the next regular Town election.
- (3) When more than one vacancy shall develop at any one time, a special election shall be called by the Council for the next date available under the Texas Election Code to fill the vacancies in the same manner as described herein for regular elections. However, if the vacancies occur within ninety (90) days of a regular election, then no special election shall be called and remaining Councilpersons shall appoint qualified persons to fill the vacancies until the regular election.
- (4) Notwithstanding any other provision of this Charter to the contrary, if at any time the membership of the Council is reduced to less than four (4), the remaining members may by majority action appoint additional members to raise the membership to four (4). These appointees shall serve until the positions can be filled at the next regular or special Town election.

§ 3.04. - Compensation.

Effective June 1, 2020, the Mayor shall receive a monthly stipend of \$300 and members of the Town Council shall each receive a monthly stipend of \$200. In addition, they shall be entitled to reimbursement of any necessary expenses incurred in the performance of their official duties, when approved by the Council.

§ 3.05. - Mayor.

The Mayor shall preside over the meetings of the Council and perform such other duties consistent with the office as may be imposed by this Charter and by ordinances and resolutions passed in pursuance thereof. The Mayor may participate in the discussion of all matters coming before the Council and shall have a casting vote in case of a tie vote. The Mayor shall sign, after authorization by the Council, all contracts, conveyances made or entered into by the Town and all bonds, warrants and any other obligations issued under the provisions of this Charter, in the manner prescribed in the ordinance authorizing the signing of any such obligation. The Mayor may delegate to the Town Manager the authority to sign all contracts not to exceed Fifteen Thousand Dollars (\$15,000.00), or any such lesser amount as may be approved by the Town Council. The Mayor shall be recognized as the official head of the Town by the courts for the purpose of serving civil process, by the Governor for the purpose of enforcing military law, and for all ceremonial purposes.

§ 3.06. - Mayor Pro Tem.

The Town Council, at its first meeting after election of Councilpersons, shall elect one of its members as Mayor Pro Tem, and this person shall perform all the duties of the Mayor in the absence or disability of the Mayor. The Council shall also elect one of its members as Deputy Mayor Pro Tem, and this person shall perform all the duties of the Mayor in the absences or disabilities of the Mayor and Mayor Pro Tem.

§ 3.07. - Powers of the Council.

All powers of the Town and the determination of all matters of policy shall be vested in the Town Council. Without limitation of the foregoing and among the other powers that may be exercised by the Town Council, the following are hereby enumerated for greater certainty:

- (a) Appoint and remove a Town Manager as hereinafter provided;
- (b) Establish, create, consolidate, or abolish administrative departments and distribute the work of divisions;

- (c) Adopt the budget of the Town;
- (d) Authorize the issuance and sale of bonds by a bond ordinance;
- (e) Inquire into the conduct of any office, department or agency of the Town and make investigations as to municipal affairs;
- (f) Provide for such additional boards and commissions, not otherwise provided for in this Charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by Town ordinance, or by State law;
- (g) Adopt and modify the zoning plan, and a building code, including electrical and plumbing codes, of and for the Town; and to require building permits;
- (h) Adopt and modify the official map of the Town. (The official map is and shall be maintained by the Town Secretary, in the Town Hall in the Town of Flower Mound, Texas);
- (i) Adopt, modify and carry out plans proposed by the Town Planning and Zoning Commission for the clearance of slum districts and rehabilitation of blighted areas;
- (j) Adopt, modify and carry out plans proposed by the Town Planning and Zoning Commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster;
- (k) Regulate, license and set the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the Town;
- (l) Provide for the establishment and designation of fire limits, and prescribe the kind and character of buildings or structures or improvements to be erected therein; and provide for the erection of fireproof buildings within said limits; and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard, and prescribe the manner of their removal or destruction, within said limits;
- (m) Determine the salaries and compensation of the Town officers and employees and set up qualifications, rules and standards of and for employees for the Town;
- (n) Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system and provide the penalties for failure to make sanitary sewer connections;
- (o) Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges. To define nuisances and to prohibit same, and provide penalties for violations;
- (p) Provide for all necessary public utilities and set fees and charges therefor and provide penalties for misuses of same;
- (q) Exercise exclusive dominion, control and jurisdiction (including the right to close and abandon streets and alleys) in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the Town; and provide for the improvement of same as provided in V.T.C.A. Transportation Code, Chapter 313, as now or hereafter amended;
- (r) Address and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the Town of Flower Mound;

- (s) To require bonds, both special and general, of all contractors and others constructing or building for the Town, and set up standards, rules and regulations therefor;
- (t) To pass ordinances defining and prohibiting misdemeanors and vagrancy and provide penalties for violations;
- (u) To provide and/or arrange for any and all civil defense measures and public shelter measures for the Town of Flower Mound, Texas, and for the citizens thereof, deemed necessary for the public welfare;
- (v) To exercise, or delegate to the Mayor, extraordinary and total executive powers on a temporary basis during the existence and duration of any major public disaster, for the public welfare;
- (w) To name and designate an Official Newspaper for the Town of Flower Mound, Texas and to publish ordinances where required by law.

§ 3.08. - Meetings of the Council.

The Council shall hold at least two (2) regular meetings a month for at least seven (7) months and a minimum of one meeting during each of the other five (5) months at a time to be set by it for such regular meetings and may hold as many other meetings as may be necessary for the transaction of the business of the Town. All regular meetings shall be held at the Town Hall or at such other places within town limits as will permit the attendance of the general public. All meetings will be held in accordance with the Open Meetings Act of the State of Texas.

§ 3.08.1. - Special Meetings.

The Mayor or any three (3) members of the Council may call special meetings by giving notice to the Town Secretary who shall notify each member of the Council of the time of such meeting and purpose thereof. Only matters mentioned in the call shall be considered.

§ 3.08.2. - Rules of the Council.

The Council shall determine its own rules of procedure. It shall cause and require the Town Secretary to keep a permanent record or journal of the minutes of these meetings.

§ 3.08.3. - Quorum.

A majority of the Council, not including the Mayor, shall constitute a quorum to do business. A number less than a quorum may adjourn from time to time and compel the attendance of absent members. If the Council is reduced to less than three (3) members on account of vacancies, the remaining members shall constitute a quorum for the sole purpose of calling an election. The vote upon the passage of all ordinances and resolutions shall be taken by "Ayes" and "Nays" and entered upon the minutes. Every ordinance and resolution upon its final passage shall be authenticated by the signature of the presiding officer and the Town Secretary.

§ 3.08.4. - Nepotism.

No person related within the second degree by affinity or third degree by consanguinity to the Mayor or any member of the Council or the Town Manager shall be appointed to any paid office, position, clerkship or other service of the Town.

§ 3.09. - Council Not to Interfere in Town Manager Appointments and Removals.

Neither the Town Council nor any of its members shall direct or request the appointment or removal of any person from office by the Town Manager or by any of his subordinates. However, the Council may consult and advise with the Town Manager, make inquiry regarding the appointments or removals, and may express their opinion in regard thereto. In regard to administrative and executive duties under the Town Manager, the Council and its members shall deal solely through the Town Manager, either publicly or privately. Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute misconduct and shall

authorize the Council to expel such offending member of the Council in accordance with the procedure set forth in § 3.02.3. of this Charter and thereby create a vacancy in the place held by such member.

§ 3.10. - Rules of Procedure.

The Council shall by ordinance determine its own rules and order of business. The rules shall provide that citizens of the Town shall have a reasonable opportunity to be heard at any meeting. The Council shall provide for the minutes to be taken and a record made of all meetings by the Town Secretary. Such minutes shall be a public record. Three (3) Councilmembers shall constitute a quorum for the purpose of transaction of business and no action of the Council shall be valid or binding unless adopted by the affirmative vote of three (3) or more members of the Council.

§ 3.10.1. - Effect on Ordinances, Resolutions.

All ordinances and resolutions of the Town now in existence and not inconsistent with the provisions of the Charter shall remain in full force and effect until altered, amended or repealed.

§ 3.11. - Bonds for Employees.

The Town Manager and the Town Secretary, and such other Town officers and employees as the Town Council may require, shall before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the Town Council payable to the Town of Flower Mound. The fidelity bond shall be conditioned upon the faithful discharge of the duties of such persons and upon the faithful accounting for all monies, credits and things of value coming into the hands of such persons and such bonds shall be signed as surety by a company authorized to do business under the laws of the State of Texas. The premium of such bonds shall be paid by the Town of Flower Mound and such bonds must be acceptable to the Town Council.

§ 3.12. - Investigative Powers of the Council.

The Council shall have the power to inquire into or investigate the official conduct of any department, agency, officer or employee of the Town and for that purpose shall have the power to, subpoena witnesses, compel the production of books, papers, records or other evidence, and as it shall provide by ordinance, to punish and set penalties for contempt for failure or refusal to obey any such subpoena or to produce any such books, papers, records or other evidence.

§ 3.13. - Audit and Examination of Town Books and Accounts.

The Town Council shall cause an independent annual audit to be made of the books and accounts of each and every department of the Town and may provide for more frequent audits as it deems necessary. Such audit shall be made by a Certified Public Accountant or firm of accountants, who shall be selected by the Town Council and who shall have no interest, direct or indirect, in the financial affairs of the Town government or in any of its officers. The accountant shall not maintain or keep any of the Town's accounts or records. The Council may designate such accountant or firm annually or for a period not exceeding two (2) years, provided that the designation for any particular year shall be made at least ninety (90) days prior to the end of such fiscal year. Nothing herein shall prevent the Town Council from redesignating the same accountant or firm which has previously been designated to prepare an audit. If the State of Texas makes such an audit, the Council may accept it in satisfaction of the requirement of this section. Such audit shall include a recapitulation of all internal audits made during the course of each fiscal year. All audit reports shall be filed with the Town Council, shall be available for public inspection and shall be made a part of the archives of the Town.

ARTICLE IV. - ADMINISTRATIVE SERVICES

§ 4.01. - Administrative Departments.

There shall be such administrative departments as are established by this Charter and may be established by ordinance and, except as otherwise provided in this Charter, these administrative departments shall be under the direction of the Town Manager.

The Council shall have the power by ordinance to establish administrative departments or offices not provided by this Charter. The Council may discontinue, redesignate, or combine any of the departments and/or administrative offices.

The head of each department shall be a director or superintendent who shall be appointed by the Town Manager and such director or superintendent shall have supervision and control over his department. Excluding the Fire Department and Police Department, two (2) or more departments may be headed by the same individual and the Town Manager may head one (1) or more departments.

§ 4.02. - Town Manager—Appointment and Qualifications.

The Council by majority vote shall appoint a Town Manager. The method of selection shall be left to the discretion of the Council so long as the method ensures orderly, nonpartisan action toward securing a competent and qualified person to fill the position. The Town Manager shall be chosen solely upon the basis of the person's executive and administrative training, experience and ability. The Town Manager need not be a resident of Flower Mound when appointed, but within a reasonable time after such appointment, not to exceed six (6) months, reside within Flower Mound during the balance of the tenure of his or her appointment.

§ 4.02.1. - Compensation of Town Manager.

The Town Manager shall receive compensation as may be determined by the Council according to the person's experience, education and training. The compensation should be agreed upon before appointment with the understanding that the Council may change the compensation at its discretion.

§ 4.02.2. - Term and Removal.

The Town Manager shall not be appointed for a definite term but may be removed at the discretion of the Council, by vote of the majority of the Council. The action of the Council in suspending or removing the Town Manager shall be final. It is the intention of this Charter to vest all authority and place all responsibilities of such suspension or removal with the Council.

§ 4.02.3. - Powers and Duties.

The Town Manager shall be responsible to the Council for the proper administration of all the affairs of the Town and to that end shall have the power and be required to:

- (1) See that all State laws and Town ordinances are effectively enforced;
- (2) Appoint, suspend and/or remove all or any one of the directors of departments;
- (3) Attend all meetings of the Council except when excused by the Council;
- (4) Prepare a proposed budget annually and submit it to the Council on or before July 31st of each year and be responsible for its administration after its adoption;
- (5) Prepare and submit to the Council at the end of the fiscal year a complete report on the finances and administrative activities of the Town for the preceding year;
- (6) Keep the Council advised of the financial condition and future needs of the Town and make such recommendations as may seem advisable;
- (7) Prepare personnel rules subject to the approval of the Council;
- (8) Perform such other duties as may be prescribed by this Charter or required by the Council, as consistent with this Charter.

§ 4.02.4. - Acting Town Manager.

The Town Manager, within thirty (30) days after taking office, shall designate by letter filed with the Town Secretary, a qualified administrative officer of the Town to perform the duties of the Town Manager in his absence or disability. No member of the Council shall serve as Acting Town Manager.

§ 4.03. - Town Secretary.

The Council shall appoint a Town Secretary who shall act as the Secretary to the Council and shall hold office at the pleasure of the Council.

§ 4.03.1. - Duties of the Town Secretary.

The duties of the Town Secretary shall be as follows:

- (1) Record the minutes of all official meetings of the Council; provided, however, only the captions of duly enacted ordinances and resolutions shall be recorded in the minutes;
- (2) Be the custodian of all municipal records and provide for the safety and security thereof; and maintain the Town seal and affix to all instruments requiring the seal.

§ 4.03.2. - Compensation of Town Secretary.

The Council shall set the compensation of the Town Secretary according to the person's experience, education, and training.

§ 4.04. - Municipal Court of Record.

There shall be established and maintained a court designated as the Municipal Court of Record for the trial of misdemeanor offenses, with all such powers and duties as are now or may hereafter be prescribed by laws of the State of Texas relative to municipal courts of record.

§ 4.04.1. - Judge of Court.

The Judge of the municipal court shall be appointed by the Town Council, shall serve at the discretion of the Council and may be removed after notice and an opportunity to be heard at a public hearing. The Judge shall be an attorney currently licensed to practice in the State of Texas, and shall receive such salary as may be determined by the Council.

§ 4.04.2. - Court Administrator.

There shall be a clerk of the municipal court appointed by the Town Manager to be designated as the Court Administrator. The Court Administrator and any deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and generally do and perform any and all acts usual and necessary performed by clerks and deputies of courts. The Council shall require the Court Administrator before entering upon the duties of the office, to execute a good and sufficient surety company bond, in such amount as the Council may demand, payable to the Town and conditioned for the faithful performance of the duties of the office. The premium of the bond shall be paid by the Town.

§ 4.04.3. - Absence of Judge.

In case of the disability or absence of the Judge of the Municipal Court, the Council shall appoint a qualified person as provided in § 4.04.1 above to act in his place.

§ 4.04.4. - Fines.

All costs and fines imposed by the Municipal Court shall be paid to the Town treasury for the use and benefit of the Town.

§ 4.05. - Town Attorney.

The Town Council shall appoint a competent, duly qualified and licensed attorney practicing law in the State of Texas to be an attorney for the Town, hereinafter referred to as the "Town Attorney." The Town Attorney shall serve at the discretion of the Council and shall receive

the compensation as may be determined by the Town Council. The Town Attorney shall be the legal adviser and attorney for all of the offices and departments of the Town, and shall represent the Town in all litigation and legal proceedings; provided, that the Council may retain special counsel at any time they deem same appropriate and necessary. The Town Attorney shall review and concur or dissent upon all documents, contracts and legal instruments in which the Town may have an interest. The Town Attorney shall perform other duties prescribed by this Charter, by ordinance or as directed by the Council.

§ 4.06. - Police Department.

There shall be established and maintained a Police Department, to preserve order within the Town, and to secure the residents of said Town from violence, and the property therein, from injury or loss.

§ 4.06.1. - Police Chief.

The Police Chief shall be the chief administrative officer of the Police Department. The Chief shall, with the approval of the Town Manager, appoint and remove the employees of the department and shall perform such duties as may be required by the Town Manager. The Police Chief shall be appointed by the Town Manager for an indefinite term. The Police Chief shall be fully responsible to the Town Manager for the administration of the department, and for the carrying out and enforcement of the resolutions and ordinances of the Town. The Police Chief may be removed from office by the Town Manager.

§ 4.06.2. - Special Police.

No person, except as authorized by general law, by this Charter, or by the ordinances passed pursuant hereto, shall act as special police or special detective.

§ 4.07. - Fire Department.

There shall be established and maintained a Fire Department to provide means for protection against fires.

§ 4.07.1. - Fire Chief.

The Fire Chief shall be the chief administrative officer of the Fire Department. The Fire Chief shall, with the approval of the Town Manager, appoint and remove the employees of the department and shall perform such duties as may be required by the Town Manager. The Fire Chief shall be fully responsible to the Town Manager for the administration of the department, and for the carrying out and enforcement of the resolutions and ordinances of the Town. The Fire Chief may be removed from office by the Town Manager.

ARTICLE V. - NOMINATIONS AND ELECTIONS

§ 5.01. - Elections.

The regular Town election shall be held annually on a date in accordance with the laws of the State of Texas.

§ 5.02. - Regulation of Elections.

All general and special elections shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the Council for the conduct of elections. The Council shall appoint the election judges and other election officials and shall provide for the compensation of all election officials in the Town elections and for all other expenses in holding said elections.

§ 5.03. - Special Elections.

The Council, by ordinance or resolution, may call such special elections as are authorized by the State of Texas law or this Charter, set the time and place of holding same and provide all means for holding such special elections, provided that every special election shall be called and held as nearly as practical, according to the provisions governing regular elections.

§ 5.04. - Filing for Office.

Each candidate for an elective office shall meet the qualifications set forth in § 3.02.1 of this Charter. If a member of any board appointed by the Council shall announce candidacy or becomes a candidate for election to any Town elected office, he may continue to serve on that board until elected.

§ 5.05. - The Official Ballot.

The names of all candidates for office, except such as may withdraw, die or become ineligible, shall be printed on the official ballots without party designations, in the order determined in a drawing of lots, conducted by the Town Secretary. All official ballots shall be printed prior to the beginning of Early Voting. Early voting shall be governed by the Texas Election Code.

§ 5.06. - Election by Majority.

At any regular or special election, the candidates in each place or office who shall have received the majority of votes cast in such election shall be declared elected. Should any candidate fail to receive the majority of votes for the office or place for which he is a candidate, the Council shall immediately order a runoff election to be held on a date in accordance with the laws of the State of Texas and as set by ordinance of the Town. At this special election, only the names of the two (2) candidates receiving the highest number of votes at the regular election, for the office or place for which they are candidates, shall be printed on the ballot and submitted to the qualified voters for election. The candidate receiving the majority of votes in the special election for the place or office for which he was a candidate shall be declared duly elected.

§ 5.07. - Conducting and Canvassing Elections.

Returns of every municipal election shall be delivered forthwith by the election judges to the proper authority in compliance with the laws of the State of Texas. The Town Council shall canvass the returns, and declare the official results of the election in accordance with the laws of the State of Texas. The returns of every municipal election shall be recorded in the minutes of the Council. The qualified person receiving the majority of votes cast for any office shall thereupon be declared elected by the Council.

§ 5.08. - Oath of Office.

- (a) All elected or appointed officers, before taking the Oath or Affirmation of office as prescribed by the Constitution and entering the duties of office, shall subscribe to the following statement:

"I solemnly swear (or affirm), that I have not directly or indirectly paid, offered, or promised to pay, contributed, nor promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, or if the office is one of appointment, to secure my appointment, So help me God."

- (b) All elected or appointed officers, before they enter upon the duties of the office, shall take the following oath or affirmation or such other oath or affirmation as shall be required by the Texas Constitution:

"I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____, of the Town of Flower Mound, Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State and the Charter and Ordinances of this Town."

ARTICLE VI. - RECALL

§ 6.01. - Scope of Recall.

Any elected Town official, whether elected to office by the qualified voters of the Town or appointed by the Council to fill a vacancy, shall be subject to recall and removal from office by the

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qualified voters of the Town on grounds of incompetence, misconduct, malfeasance in office or who willfully violates any provision of the Charter.

§ 6.02. - Petition for Recall.

Before the question of recall of such officer shall be submitted to the qualified voters of the Town, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of the Town Secretary; which said petition shall be signed by a number equal to at least fifty percent (50%) plus one (1) of the number of the total votes cast for that member of Council and all of his or her opponents in the last preceding contested general municipal election in which he or she was a candidate, as determined from the official records maintained by the Voter Registrar of Denton and Tarrant County. In the event that the question of recall of an officer that was appointed to an office should arise, a petition shall be signed by a number equal to at least fifty percent (50%) plus one (1) of the number of the votes cast for all candidates seeking that officer's seat in the last preceding contested general municipal election in which that officer's seat was elected, as determined from the official records maintained by the Voter Registrar of Denton and Tarrant County. The name of each signer of the recall petition shall be legibly printed and each signer shall personally sign his name thereto in ink or indelible pencil. The signer's information shall include after his name, his place of residence, giving the name of the street and number, the signer's voter registration certificate number or date of birth, and shall also include the day, the month and the year his signature was affixed.

§ 6.03. - Form of Recall and Oath.

The recall petition mentioned above must be addressed to the Council of the Town of Flower Mound, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one ground, such as for incompetence, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with which he is charged. The signature shall be verified by oath in the following form:

STATE OF TEXAS	) (
COUNTY OF DENTON	) (

I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person whose name it purports to be.

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Subscribed and sworn to before me this _____ day of _____, 20____.

	Notary Public, _____ County, Texas
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§ 6.04. - Certification of Petition.

Within ten (10) days after the filing of such petition, the Town Secretary shall examine the petition and from the list of qualified voters ascertain whether or not the petition is signed by the requisite number of qualified voters. If necessary, the Council shall allow the Town Secretary extra help for that purpose and she shall attach to the petition a certification showing the result of each examination. No signature to such petition shall be valid if dated more than forty-five (45) days prior to submittal to the Town Secretary for certification. The petition shall become the property of the Town upon filing and one amendment to the petition shall be allowed once the petition has been filed.

§ 6.05. - Petition Found Sufficient.

If the petition is found sufficient, the Town Secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice to his mailing address. The Town Secretary shall submit the petition to the Council without delay. In the event the Councilperson fails to resign, the Council shall order and set a date for holding the recall election, provided that if an election is to be held within the Town for any other purpose within sixty (60) days from the date of the notification, then the recall election shall be held on the same day. If the Councilperson in question resigns, no election shall be necessary and the vacancy shall be filled by the Council as in other cases or vacancies.

§ 6.06. - Public Notice.

The Council shall make or cause to be made publication or notice and provide for holding a recall election for the successor Councilperson. The election shall be conducted and the result thereof declared in all respects as other Town elections.

§ 6.07. - Official Ballot.

Any officer so elected shall hold office only during the unexpired term of his predecessor. Any person sought to be removed may be a candidate to succeed himself and, unless he requests otherwise in writing, the Town Secretary shall place his name on the official ballot without nomination. The names of other candidates for such position shall be placed on the official ballot in the same manner as provided in Article V of this Charter. At such election, the candidate receiving a majority of all votes cast for such office, according to the rules regulating the election of Councilpersons as set forth in this Charter, shall be declared elected. At such election, if some other person than the incumbent receives a majority of all votes cast for such office, the incumbent shall thereupon be deemed removed from the office upon the qualification of his successor. In case the party who receives a majority of all votes cast at said election should fail to qualify within the [ten] (10) days after receiving notification of his election, the office shall then become vacant. If the incumbent receives a majority of all votes cast at such election, he shall continue in office and shall not be subject to any other recall for any grounds existing prior to said election. In the event that a runoff election is required, the procedure set forth shall be followed.

§ 6.08. - Recall Petition Prohibited.

No recall petition shall be filed against any officer of the Town of Flower Mound within three (3) months after his election, nor within three (3) months after an election for such officer's recall.

§ 6.09. - Refusal of Recall Petition.

In case all of the requirements of this Charter shall have been met and the Town Council shall fail or refuse to receive the recall petition, or order such recall election, or discharge any other duties imposed upon said Town Council by the provisions of this Charter with reference to such recall, then the Council may be mandamusd to act by a court of law.

ARTICLE VII. - LEGISLATION BY THE PEOPLE, INITIATIVE AND REFERENDUM

§ 7.01. - General Powers.

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The qualified voters of the Town of Flower Mound, in addition to the method of legislation hereinbefore provided, shall have the power to direct legislation by initiative and referendum. In exercising such power, legislation may not be proposed for:

- (1) Ordinances appropriating money or levying taxes;
- (2) Ordinances repealing ordinances appropriating money or levying taxes;
- (3) Ordinances granting franchises;
- (4) Ordinances determining salaries;
- (5) Ordinances that would be inconsistent with this Charter or law.

§ 7.02. - Petition Requesting Submission for Ordinance by Initiative.

Any proposed ordinance may be submitted to the governing body of the Town of Flower Mound by a petition signed by the qualified voters of the Town equal in number to the percentage hereinafter required. The signatures to the petition need not all be appended to one paper, but the name of each signer of the petition shall be legibly printed and each signer shall personally sign his name in ink or indelible pencil. The signer's information shall include after his name, his place of residence, giving the name of the street and number, the signer's voter registration certificate number or date of birth, and shall also include thereon the day, month and the year his signature was affixed to the petition. The initiative petition must be addressed to the Council of the Town of Flower Mound. The signatures shall be verified by oath in the following form:

STATE OF TEXAS	) (
COUNTY OF DENTON	) (

I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the name is the genuine signature of the person whose name it purports to be.

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Subscribed and sworn to before me this _____ day of _____, 20____.

	Notary Public, _____ County, Texas
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§ 7.03. - Town Secretary to Examine Petition.

Within ten (10) days after the filing of a petition, the Town Secretary shall examine the petition and from the list of qualified voters ascertain whether or not the petition is signed by the requisite number of qualified voters. If necessary, the Council shall allow the Town Secretary extra help for that purpose and she shall attach to the petition a certification showing the result of each examination. No signature to such petition shall be valid if dated more than forty-five (45) days prior to submittal to the Town Secretary for certification. The petition shall become the property of the Town upon filing and one amendment to the petition shall be allowed once the petition has been filed. If the petition is found sufficient, the Town Secretary shall immediately (not later than seven (7) working days) submit the petition to the Town Council.

§ 7.04. - Council Either to Pass Ordinance or Call Election.

If the petition accompanying the proposed ordinance is signed by qualified voters equal in number to five percent (5%) of the qualified voters of the Town or three hundred (300) of the qualified voters of the Town, whichever is greater, the governing body of the Town shall either:

- (1) Pass said ordinance without alteration within forty-five (45) days after the attachment of the Town Secretary's certificate of sufficiency to the accompanying petition (subject to referendum vote under the provisions of this Charter); or
- (2) The governing body of the Town shall submit the ordinance to a vote of the people at the next uniform election date that allows for sufficient time to comply with the law regarding the calling of an election.

§ 7.05. - Reserved.

§ 7.06. - Form of Ballot; Provision for Repeal.

The ballots used when voting upon the ordinance shall contain the words "For" and "Against" (stating the nature of the proposed ordinance). If a majority of the qualified electors voting on said proposed ordinance shall vote in favor thereof, such ordinance shall thereupon become a valid and binding ordinance of the Town.

§ 7.07. - Voluntary Submission or Legislation by the Council.

The Town Council may upon its own motion and by a majority vote of its members, submit to popular vote at any election, for adoption or rejection, any proposed ordinance, resolution or measure, or may submit for repeal any existing ordinance, resolution or measure, in the same manner and with the same force and effect as provided in this Article for "submission on petition," and may at its discretion call a special election for this purpose, in accordance with the Texas Election Code.

§ 7.08. - Publication of Proposed and Referred Ordinances.

The Town Secretary shall publish at least once in the official newspaper of the Town the proposed or referred ordinance or resolution within fifteen (15) days before the date of the election, and shall give such other notices and do such other things relative to such election as required in general municipal elections or by the ordinance or resolution calling the election.

§ 7.09. - Adoption of Ordinances.

If a majority of the qualified voters vote in favor of any proposed ordinance, resolution or measure, it shall thereupon, or at any time stated therein, become effective as a law or as a mandatory order of the Town Council.

§ 7.10. - Inconsistent Ordinances.

If the provisions of two (2) or more proposed ordinances or resolutions approved at the same election are inconsistent, the ordinance or resolution receiving the highest number of votes shall prevail.

§ 7.11. - Ordinances Passed by Petition, Popular Vote; Repeal or Amendment.

Any ordinances or resolutions which may have been passed by the Town Council upon a petition or adopted by popular vote under the provisions of this Article shall be repealed or amended only by the Town Council, in response to a referendum petition, or by submission, as provided herein.

§ 7.12. - Further Regulations by Town Council.

The Town Council may pass ordinances or resolutions providing other and further regulations for carrying out the provisions of this Article, consistent with this Charter.

§ 7.13. - Franchise Ordinances.

Nothing contained in the Article shall be construed to be in conflict with any of the provisions of Article X of this Charter pertaining to ordinances granting franchises, when valuable rights shall be actually accrued thereunder.

§ 7.14. - Petition for Referendum Not Allowed.

No petition for referendum shall be submitted for:

- (a) Ordinances required by the general laws of the State of Texas or by the provisions of this Charter;
- (b) Ordinances passed for the immediate preservation of the public peace, health, or safety under emergency conditions as specified in this Charter;
- (c) Ordinances prohibited from initiative process by § 7.01 of this Charter.

§ 7.15. - Referendum Petition Requirements.

A petition for referendum may be submitted to the governing body of the Town when signed by five percent (5%) of the qualified voters of the Town or by three hundred (300) of the qualified voters of the Town, whichever is greater. The procedures for submission, examination and amendments of the petition shall be in accordance with § 7.02 and § 7.03 of this Charter.

§ 7.16. - Election Required for Municipal Utility or Public Improvement Districts.

Should any person, persons or corporation request that the Town Council approve the implementation of a Municipal Utility District or a Public Improvement District, the following shall be accomplished before the Municipal Utility District or Public Improvement District may be authorized to operate within the corporate limits of the Town of Flower Mound:

- (a) The request shall be made to the Town Council at a regular meeting. The Town Council, following discussion and debate of the issue, may approve the implementation of a Municipal Utility District or a Public Improvement District by vote of the Council members;
- (b) Following vote of the Council to approve such Municipal Utility or Public Improvement District, the Council shall call a special election to allow the qualified voters of the Town to consider the question of allowing the District to be placed in the Town of Flower Mound;
- (c) The election shall be held on the next uniform election date allowed by the laws of the State of Texas which provides sufficient time to prepare for such election in compliance with the laws of the State of Texas;
- (d) The ballot used when voting upon said question shall contain the words "For", and "Against" (stating the nature of the district). If a majority of the qualified voters voting on the proposed district shall vote in favor thereof, such district shall thereupon become permitted within the Town of Flower Mound.

§ 7.17. - Election Required for Certain Public-Private Partnerships.

Prior to the commitment of any Town funds in a public-private partnership for an economic development project, other than for the construction or maintenance of public improvements, in

which the Town has either a joint ownership interest or enters into a lease of Town property in excess of one (1) year, and which public-private partnership provides an economic benefit to a private party, the Town Council, following debate and discussion of the public-private partnership, may approve said partnership. Following vote of the Town Council to approve said partnership, the Town Council shall call a special election to allow the qualified voters of the Town to approve or reject said commitment of Town funds. The ballot used when voting upon said partnership shall contain the words "For" and "Against" (stating the nature of the public-private partnership). If a majority of the qualified voters voting on the proposed partnership shall vote in favor thereof, such public-private partnership shall be approved.

ARTICLE VIII. - MUNICIPAL PLANNING AND ZONING

§ 8.01. - Platting of Property.

- (a) Hereafter, every owner of any tract of land situated within the corporate limits of the Town of Flower Mound, Texas, who may divide the same in two or more parts for the purpose of laying out any subdivision or any addition to the Town, shall comply with the provisions of the Subdivision Regulations or ordinances of the Town, and V.T.C.A. Local Government Code, Chapter 212, as is now existing and may be hereafter amended is adopted and incorporated herein for all purposes.
- (b) The provisions of § 8.01(a) above shall apply similarly to the owner of any tract of land situated within the extraterritorial jurisdiction of the Town of Flower Mound, if not in an incorporated city or town.

§ 8.02. - Development of Property.

The Town Council shall cooperate with persons interested in the development of property within or beyond the town limits. No expenditure of public funds, however, shall be authorized for the development of privately owned subdivisions, situated within or beyond the corporate limits of the Town.

§ 8.03. - Planning and Zoning Commission.

The Town Council shall have the power and authority to appoint a Town Planning and Zoning Commission in accordance with the General Laws of the State of Texas, as provided for in V.T.C.A., Local Government Code § 211.001 et seq., as now or hereafter amended. The Town Council of the Town of Flower Mound shall have all of the rights, privileges, powers and authority; given, permitted and granted under the laws of the State of Texas relative to planning and zoning in, for and of municipalities and their environs.

§ 8.04. - Reserved.

§ 8.05. - Amendments to the Master Plan and SMARTGrowth Program.

Any amendment to the Master Plan of the Town of Flower Mound or any amendment of the SMARTGrowth Program requires the approval of three-fourths ($\frac{3}{4}$) of the membership of the Council.

§ 8.06. - Amendments to Oil and Natural Gas Well Drilling and Operations Ordinance.

Any amendment to the Oil and Natural Gas Well Drilling and Operations Ordinance, contained in Article VII of Chapter 34 of the Town's Code of Ordinances, as amended, requires a public hearing and the approval of three-fourths ($\frac{3}{4}$) of the membership of the Town Council.

ARTICLE IX. - MUNICIPAL FINANCE

§ 9.01. - Fiscal Year.

The fiscal year of the Town of Flower Mound shall begin on the first (1st) day of October and end on the last day of September of each calendar year. Such fiscal year shall also constitute the budget and accounting year.

§ 9.02. - Preparation and Submission of Budget.

The Town Manager shall submit a proposed budget to the Council between sixty (60) and ninety (90) days prior to the beginning of each fiscal year. The budget shall provide a complete financial plan for the fiscal year and shall contain, but not be limited to the following:

- (a) A budget message that shall consist of an outline explaining the proposed financial policies of the Town for the upcoming fiscal year, and that shall set forth the reasons for changes from the previous year in expenditures and revenue items, and that shall explain any major changes in financial policy.
- (b) A consolidated statement of anticipated receipts and proposed expenditures of all funds.
- (c) An analysis of property valuations.
- (d) An analysis of the tax rate.
- (e) Tax levies and tax collections by years for at least five (5) years.
- (f) General fund resources in detail.
- (g) Special revenue fund resources in detail.
- (h) Summary of proposed expenditures by function, department and activity.
- (i) Detailed estimates of expenditures shown separately for each activity to support the summary in (h) above.
- (j) A revenue and expense statement for all service funds.
- (k) A description of all bond issues outstanding, showing rate of interest, date of issue, maturity date, amount authorized, amount issued and amount outstanding.
- (l) A schedule of requirements for the principal and interest of each issue of bonds.
- (m) The appropriation ordinance.
- (n) The tax levying ordinance.
- (o) A comparative schedule showing the amount of bonded debt at the beginning of the fiscal year and projected at the end of the fiscal year based on the approved capital budget.

§ 9.03. - Anticipated Revenues Compared with Other Years in Budget.

The Town Manager in the preparation of the budget shall place in parallel columns opposite the various items of revenue: the actual amount of each item of revenue for the last completed fiscal year; the estimated amount for the current fiscal year; and the proposed amount for the ensuing fiscal year.

§ 9.04. - Proposed Expenditures Compared with Other Years.

The Town Manager in the preparation of the budget shall place in parallel columns opposite the various items of expenditures: the actual amount of each expenditure for the last completed fiscal year; the estimated amount for the current fiscal year; and the proposed amount for the ensuing fiscal year.

§ 9.05. - Budget a Public Record.

The budget and all supporting schedules shall be filed with the Town Secretary, submitted to the Town Council and shall be a public record. A copy of the budget shall be made available to any person upon request.

§ 9.06. - Notice of Public Hearing on Budget.

At the meeting of the Town Council at which the budget is submitted, the Town Council shall determine the time and place of a public hearing on the budget. The Council shall cause a

notice of the hearing, setting forth the time, place and date, to be published in the official newspaper of the Town of Flower Mound as required by law.

§ 9.07. - Public Hearing on Budget.

At the time and place set forth in the notice required by § 9.06, or at any time and place to which such public hearing shall from time to time be adjourned, the Town Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.

§ 9.08. - Vote Required for Adoption.

The budget shall be adopted by the favorable vote of three (3) of the members of the Town Council.

§ 9.09. - Failure to Adopt.

If the Town Council fails to adopt the budget by the thirtieth (30th) day of September, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis with all items in it prorated accordingly until such time as the Council adopts a budget for the ensuing fiscal year. The levy of property tax will be set in accordance with the laws and Constitution of the State of Texas.

§ 9.10. – Reserved.

§ 9.11. - Budget Establishes Appropriations.

From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be appropriated to the purposes therein named.

§ 9.12. - Budget Establishes Amount to be Raised by Property Tax.

From the effective date of the budget, the amount stated therein as the amount to be raised by property tax shall constitute the amount of the levy necessary for the purposes of the Town in the corresponding tax year; provided, however, that in no event shall such levy exceed the legal limit provided by the laws and Constitution of the State of Texas.

§ 9.13. - Reserve.

Provision shall be made in the annual budget and in the appropriation ordinance for a reserve in an amount not less than ten percent (10%) of the budgeted amount in the General Fund and Utility Fund, to be used in case of unforeseen items of expenditure. Such reserve shall be under the control of the Town Manager and distributed by him after approval of the Town Council.

§ 9.14. - Transfer of Appropriations.

During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one fund to another fund, and to re-estimate revenues and expenditures. If the Town Council determines it is in the best interest of the Town to apply for and accept a private, county, state or federal grant of funds for a particular purpose, the Council's action in accepting the award of said grant and any corresponding expenditures shall constitute a budget appropriation in the amount of said grant funds.

§ 9.15. - Power to Tax.

The Town Council shall have the power under the provisions of the State law to levy, assess and collect an annual tax upon real and personal property within the Town to the maximum amount provided by the Constitution and general laws of the State of Texas.

§ 9.16. - Property Subject to Tax.

All real and personal property within the Town of Flower Mound on the first day of January, shall be subject to ad valorem taxation unless otherwise expressly exempted by law.

§ 9.17. - Board of Directors of Appraisal District.

Participation in the selection of members to serve on the Board of Directors of the Denton Central Appraisal District shall be in accordance with the Texas Property Tax Code.

§ 9.17.1. - Appraisal of Property.

All taxable property located or situated within the corporate limits of the Town shall be appraised in accordance with the Texas Property Tax Code.

§ 9.17.2. - Certifications and Adoption.

The Board shall be required to keep an accurate record of all its proceedings which shall be available for public inspection. Immediately upon completion of its work, the Board shall certify its approval of the assessment rolls which shall be returned to the Town Council. The Council shall in turn approve the rolls as returned to it and shall thereupon certify and adopt the same as the assessment rolls to be used for the collection of taxes for the current year. The Town shall thereafter cause tax statements to be mailed to each person, firm or corporation named upon the tax rolls. Compliance with this section shall be in accordance with the Texas Property Tax Code.

§ 9.18. - Taxes, When Due and Payable.

- (a) All taxes due the Town shall be payable at the office of the Town or any office designated by the Town to for the collection and payment of taxes and may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st of each year succeeding the year for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as the Town Council may provide by ordinance. Failure to levy and assess taxes through omission in preparation of the approved tax roll shall not relieve the person, firm or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in question, unless otherwise provided by law.
- (b) Except as otherwise provided by law or this Charter, the Town Council shall have the power to provide by ordinance such rules, regulations and mode of procedure to enforce the collection by and payment to the Town of all taxes due the Town as it may deem expedient, and may provide such penalties for the failure to pay such taxes as it may deem expedient.

§ 9.19. - Tax Liens.

A lien is hereby created on all property, personal and real, in favor of the Town of Flower Mound, for all taxes, ad valorem, or otherwise. Said lien shall exist from January 1st in each year until the taxes are paid. A tax lien shall be prior to all other claims; and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can ever defeat such lien; but the Town may pursue such property, and whenever found out, may seize and sell enough thereof to satisfy such taxes. All persons or corporations owning or holding personal property or real estate in the Town of Flower Mound on the first (1st) day of January of each year shall be liable for all municipal taxes levied thereon for such year.

§ 9.20. - Issuance of Bonds.

In keeping with the Constitution of the State of Texas and not contrary thereto, the Town of Flower Mound shall have the right, authority and power to borrow money on the credit of the Town for any public purpose not now or hereafter prohibited by the Constitution and laws of the State of Texas. The Town shall have the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidences of indebtedness as now authorized, or as may hereafter be authorized, to be issued by cities and towns by the laws of the State of Texas.

§ 9.21. - Chief Financial Officer.

The Town Manager shall appoint a competent person as Chief Financial Officer and such assistants as the Town Council shall deem advisable. The Chief Financial Officer shall perform the duties delegated to him by the Town Manager and those which may be imposed upon him by the laws of the State of Texas.

ARTICLE X. - FRANCHISES AND PUBLIC UTILITIES

§ 10.01. - Powers of the Town.

In addition to the Town's power, right and authority, to buy, construct, lease, maintain, operate and regulate public utilities, and to manufacture, distribute and sell the output of such utilities' operations, the Town shall have all further rights, authorities, and powers as may now, or hereafter, be granted under the Constitution and laws of the State of Texas.

§ 10.02. - Franchise: Powers of Town Council.

The Town Council shall have power by ordinance to grant, amend, renew and extend all franchises of all public utilities of every character operating within the Town of Flower Mound. All ordinances granting, amending, renewing, or extending franchises for public utilities shall be read at two (2) separate regular meetings of the Town Council and shall not be effective until thirty (30) days after its passage; and pending such time, the full text of such ordinance shall be published once each week for two (2) consecutive weeks in the official newspaper of the Town of Flower Mound, and the expense of such publication shall be borne by the proponent of the franchise. No public utility franchise shall be granted for a term of more than 20 years; nor shall same be transferable, except with the approval of the Town Council expressed by ordinance.

§ 10.03. - Franchise Value Not to be Allowed.

In setting reasonable rates and charges for utility service within the Town and in determining the just compensation to be paid by the Town for the public utility property which the Town may acquire by condemnation or otherwise, nothing shall be included as the value of any franchise granted by the Town under this Charter.

§ 10.04. - Right of Regulation.

All grants, removals, extensions, or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to right and power of the Town Council of the Town of Flower Mound:

- (a) To repeal the franchise ordinance at any time upon the failure of the grantee to comply with any provision of the franchise ordinance, the Charter of the Town of Flower Mound, an applicable statute of the State of Texas, or the rules of any applicable governing body;
- (b) To require proper and adequate extension of plant and service, and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency;
- (c) To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;
- (d) At any time, to examine and audit the accounts and other records of any such utility, and to require annual, and other reports, including reports on operations within the Town of Flower Mound;
- (e) To impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare and accommodation of the public;
- (f) To require such compensation and rental as may be permitted by the laws of the State of Texas.

§ 10.05. - Grant Not to be Exclusive.

Any grant, contract, or franchise, to construct, maintain, or operate a public utility, for or in Flower Mound, Texas, and any renewal or extension of such grant, contract, or franchise, shall not be exclusive.

§ 10.06. - Consent of Property Owners.

The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility. However, nothing in this Charter or in any franchise granted hereunder shall ever be construed to deprive any such property owner of any right of action for damage or injury to his property as now or hereafter provided by law.

§ 10.07. - Extensions.

All extensions of public utilities within the town limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this Charter and in any franchise grant made to such public utility. The right to use and maintain any extensions shall terminate with the termination of the original franchise grant, and shall be terminable as provided in § 10.04 of this Charter. In case of an extension of a public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

§ 10.08. - Other Conditions.

All franchises heretofore granted are recognized as contracts between the Town of Flower Mound and the grantee. The contractual rights as contained in any such franchise shall not be impaired by the provisions of this Charter, except that the power of the Town of Flower Mound to exercise the right of eminent domain in the acquisition of utility property is in all things reserved, and except the general power of the Town to regulate the rates and services of a grantee, which shall include the right to require proper and adequate extension of plant and service and the maintenance of the franchise hereafter granted shall be held subject to all the terms and conditions contained in the various sections of this article whether or not such terms are specifically mentioned in the franchise. Nothing in this Charter shall operate to limit in any way, as specifically stated, the discretion of the Town Council in imposing terms and conditions as may be reasonable in connection with any franchise granted.

§ 10.09. - Accounts of Municipally Owned Utilities.

Accounts shall be kept for each public utility owned or operated by the Town, in such manner as to show the true and complete financial results of such ownership and operation, including all assets and all liabilities, appropriately subdivided by classes, depreciation reserve, other reserves and surplus; also revenues, operating expenses including depreciation interest payments, rental and other disposition of annual income. The accounts shall show actual capital cost to the Town of each public utility owned, also the cost of all extensions, additions and improvements and the source of funds expended for such capital purposes. They shall show as nearly as possible the cost of any service to or rendered by any such utility to any Town department. The Town Council shall cause an annual report to be made by a Certified Public Accountant and shall publish such report, showing the financial results of such Town ownership and operation, giving the information specified in this section and such other data as the Town Council shall deem expedient.

§ 10.10. - Sales of Electricity, Water and Sewer Service.

- (a) The Town Council shall have the right, power and authority to sell and distribute electricity and water, and to sell and provide for sewer services, and any other utilities, to any person, firm or corporation outside the limits of the Town of Flower Mound, and to permit them to connect with said system under contract with the Town, under such terms and conditions as may appear to be for the best interest of the Town.

- (b) The Town Council shall have the right, power and authority to prescribe the kind of materials used within or beyond the limits of the Town of Flower Mound in the construction of electric, water and sewer utilities, where it furnishes the service, and to inspect the same and require them to keep in good order and condition at all times and to make such rules and regulations as shall be necessary and proper, and prescribe penalties for noncompliance with same.

§ 10.11. - Regulation of Rates and Service.

The Town Council shall have the absolute right, authority and power after due notice and hearing to regulate by ordinance, the rates and services of every public utility operating in the Town of Flower Mound; and shall have the power to employ, at the expense of the grantee, expert assistance and advice in determining a reasonable rate and equitable profit to the grantee. The Town Council shall also have the right, authority, and power to require at any time or times, detailed reports and financial statements on the operations of any such public utility, which reports and statements shall be in such form, and contain such information, as the Council shall prescribe.

ARTICLE XI. - GENERAL PROVISIONS

§ 11.01. - Construction of Charter.

Any word or phrase in the Charter which would appear to be gender specific, including, but not limited to, words such as "he," "his," "him," "she," and "her," shall be read and construed as gender-neutral terms. Each Charter provision using such a term shall be equally applicable to both males and females.

§ 11.02. - Publicity of Records.

All records and accounts of every office, department or agency of the Town shall be open to inspection by any citizen or by any representative of the press at all reasonable times and under such reasonable regulations as may be established by the Public Information Act, the Town Council or the Mayor, other than those records and documents excepted from public disclosure by law.

§ 11.03. - Personal Interest.

No officer or employee of the Town of Flower Mound shall have a financial interest, direct or indirect, in any contract with the Town, or be financially interested, directly or indirectly, in the sale to the Town of any land, material, supplies or services, except on behalf of the Town as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position.

§ 11.04. - Provisions Relating to Assignment, Execution and Garnishments.

The real and personal property belonging to the Town shall not be liable to be sold or appropriated under any writ of execution or cost bill. The funds belonging to the Town in the hands of any person, firm or corporation shall not be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the Town nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever. The Town shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.

§ 11.05. - Town Not Required to Give Security or Execute Bond.

It shall not be necessary in any action, suit or proceeding in which the Town of Flower Mound is a party, for any bond, undertaking or security to be demanded or executed by or on behalf of the Town in any of the State courts, but all such actions, suits, appeals or proceedings, shall be conducted in the same manner as if such bond, undertaking or security had been given as required by law.

§ 11.06. - Special Provisions Covering Damage Suits, Etc.

- (a) The Town of Flower Mound, Texas shall never be liable for any personal injury, whether resulting in death or not, unless the person injured, or someone in his behalf, or, in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall file a notice in writing with Town Manager or the Town Secretary within six months after the occurrence of such injury. The notice shall state specifically when, where and how the exact injury occurred and the full extent thereof, together with the amount of damage claimed or asserted. The Town of Flower Mound shall never be liable for any claim for damage or injury to personal property unless the person whose personal property has been injured or damaged, or someone in his behalf, shall file a claim in writing with the Town Manager or the Town Secretary within six months after said damage or injury has occurred, stating specifically when, where and how the injury or damage occurred and the full extent thereof, and the amount of damage sustained.
- (b) The Town of Flower Mound, Texas, shall never be liable for any claim for damage or injury to real property caused by the negligent act or omission of its officers, servants, agents or employees, unless the person whose real property has been injured or damaged, or someone in his behalf, shall file a claim in writing with the Town Manager or the Town Secretary within six months after said damage or injury has occurred, stating specifically when, where and how the injury or damage occurred, and the amount of damage claimed. The Town of Flower Mound shall never be liable on account of any damage or injury to a person or to personal property arising from or occasioned by any defect in any public street, highway, alley, grounds or public work of the Town of Flower Mound, unless the specific defect causing the damage or injury shall have been actually known to the Town Manager at least twenty-four (24) hours prior to the occurrence of the injury or damage, or unless the attention of the Town Manager or the Town Secretary shall have been called thereto by a notice thereof in writing at least twenty-four (24) hours prior to the occurrence of the injury or damage, and proper diligence has not been exercised to rectify the defect. The notice herein required to be given to the Town Manager or the Town Secretary of the specific defect causing the damage or injury shall apply where the defect arose from any omission of the Town itself, through its agents, servants, or employees, or acts or third parties.
- (c) No provision of this section shall ever be so construed as to expand the ordinary liability of the Town; and it is expressly provided that nothing herein contained shall be construed to mean that the Town of Flower Mound, Texas, waives any rights, privileges, defenses or immunities in tort actions which are provided under the common law, the Constitution, and general laws of the State of Texas.

§ 11.07. - Rearrangement and Renumbering.

The Town Council shall have the power by ordinance to renumber and rearrange all articles, sections and paragraphs of this Charter, or any amendments thereto, as it shall deem appropriate, without changing the meaning or effect of any part hereof. Upon the passage of any such ordinance, a copy, certified by the Town Secretary, shall be forwarded to the Secretary of State of the State of Texas for filing.

§ 11.08. - Judicial Notice.

This Charter shall be deemed a public act and shall have the force and effect of a general law. It may be read in evidence without pleading or proof, and judicial notice shall be taken thereof in all courts and places, without further proof.

§ 11.09. - Construction of Charter.

This Charter shall not be construed as a mere grant of enumerated powers, but shall be construed as a general grant of power, and as a limitation of power on the government of the Town of Flower Mound, in the same manner as the Constitution of Texas is construed as limitation of the powers of the Legislature. Except where expressly prohibited by this Charter, each and every power under Article XI, Section 5, of the Constitution of Texas, which it would be competent for the people of the Town of Flower Mound to grant expressly to the Town, shall be construed to be granted to the Town by this Charter.

§ 11.10. - Accepting Gifts, Favors or Privileges.

No officer or employee of the Town of Flower Mound shall ever accept, directly or indirectly, any gift, favor or privilege, from any public utility corporation, or other corporation, person or persons, enjoying a grant, contract, franchise, privilege or easement from or with said Town, during the term of office of such officer, or during such employment of such employee; except as may be authorized by law, resolution or ordinance. Any officer or employee of the Town who shall violate the provisions of this section shall be guilty of a misdemeanor, and may be punished by any fine that may be prescribed by ordinance for this offense; and shall forthwith, be removed from office.

§ 11.11. - Powers to Remit Penalties.

The governing body shall have the right to remit, in whole or in part, any fine or penalty belonging to the Town which may be imposed under any ordinance or resolution passed pursuant to this Charter.

§ 11.12. - Property Not Exempt from Special Assessments.

No property of any kind, by whomsoever owned or held or by whatsoever institution, agency, political subdivision or organization, owned or held, whether in trust or by nonprofit organization, or corporation, or by "foundation," or otherwise, (except property of the Town of Flower Mound, Texas), shall be exempt in any way from any of the special taxes, charges, levies and assessments, authorized or permitted by this Charter for local improvement for the public welfare.

§ 11.13. - No Lien on Public Property; Contractors, Etc.

No lien of any kind or character may be created, and none shall ever exist or be established on or against the public buildings, property, public halls, parks, or public works of the Town of Flower Mound, Texas. All subcontractors, materialmen, mechanics, artisans, and laborers upon any public works or projects of the Town of Flower Mound are hereby required to notify the Town in writing of all claims against it that they may have on account of such work. When such notice has been timely, duly and properly given, the Town shall retain an amount from any funds due the Contractor sufficient to satisfy all claims; provided that such notice may be given at any time after such indebtedness becomes due and before final settlement; and provided further, that no contractor or subcontractor shall issue any "time checks" on or on account of any public works of said Town.

§ 11.14. - Severability Clause.

If any section or part of this Charter shall be held invalid by a Court of competent jurisdiction, such holding shall not affect the remainder of this Charter, nor the context in which such section or part of section so held invalid may appear, except to the extent that any entire section, or part of section, may be inseparably connected in meaning and effect, with the section or part of the section to which such holding shall directly apply.

§ 11.15. - Retirement System and Social Security; Group Insurance.

The Town Council shall have the power to provide for coverage of its appointed officers and employees under the Worker's Compensation, Retirement and Social Security systems provided or permitted by laws of the State of Texas for such officers and employees of the Town; and for "group insurance coverage" of such officers and employees; the Town Council having the power to provide for the payment of all or any part of the cost thereof.

§ 11.16. - Special Powers Under Local Government Code.

The Town Council and the Town of Flower Mound shall specially have all rights, powers and authority given and granted by and under V.T.C.A. Local Government Code and all amendments thereof and thereto. The Town shall have all authority under Local Government Code Sec. 217.042, as it may be amended, relative to nuisances within and outside of the town limits and the prohibition thereof.

§ 11.17. - Town Depository.

The provisions of the general laws of the State of Texas governing the selection and designation of a Town depository are hereby adopted as the law governing the selection and designation of a depository of and for the Town of Flower Mound.

§ 11.18. - Amending the Charter.

Amendments to this Charter may be framed and submitted to the voters of the Town in the manner provided by V.T.C.A. Local Government Code Chapter 9 as now or hereafter amended; but not more often than once every two (2) years, as provided by the laws of the State of Texas.

§ 11.19. - Charter Review Commission.

The Town Council may appoint a Charter Review Commission, composed of at least five qualified voters of the Town of Flower Mound, Texas.

§ 11.20. - Review of the Charter.

A regular review of this Charter shall be held at least every five years, beginning in 2011.

EXHIBIT "B"**BALLOT LANGUAGE****PROPOSITION A – Compensation for Council Members**

Shall Section 3.04 of the Flower Mound Home Rule Charter be amended to authorize a monthly stipend of \$300 for the mayor and a monthly stipend of \$200 for each councilmember?

PROPOSITION B – Publication of Ordinances

Shall Section 3.07 of the Flower Mound Home Rule Charter be amended to remove the requirement that all ordinances adopted by the Town be published in the Town's official newspaper except those ordinances required to be published by law?

PROPOSITION C – Certification and Copies of Budget

Shall Section 9.10 of the Flower Mound Home Rule Charter be deleted in its entirety to remove the requirement that the Town budget be filed with various county and state agencies?

PROPOSITION D – Budget Appropriations

Shall Section 9.14 of the Flower Mound Home Rule Charter be amended to allow transfer of funds between departments without the requirement of a budget amendment?



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: February 4, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Discuss and consider appointment of Chair to the Tax Increment Reinvestment Zone Number 1 (TIRZ # 1).

BACKGROUND INFORMATION: The structure and organization of the Tax Increment Reinvestment Zone Number 1 (TIRZ #1) board members is described by [Town Ordinance](#) and requires the Town Council to designate a voting member of the board to serve as chair for a period of one year beginning January 1st. The board shall elect from its members a vice chair and other officers as it sees fit.

The current voting members of the board that may be considered for the position of chair are:

Bill Collins
Jim Engel
Lori Fickling
Larry Lipscomb
Paul Stone (current chair)

Ex officio non-voting members of the board include the Mayor and Town Manager.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Move to designate _____ as Chair of the Tax Increment Reinvestment Zone Number 1 effective immediately and through December 31, 2019.

Town Council Future Agenda Items



SCHEDULED	2/18/2019	Consent	Consider approval of the Professional Services Agreement with Wade Trim, Inc., to provide professional engineering services, for the Peters Colony Road Roundabout, and Garden Ridge Boulevard Through Lane (at FM 3040) projects for an amount not to exceed \$155,985.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Design PSA for Log Cabin Phase I
		Consent	Consider approval of Change Order No. 2 for construction of the Skillern Road project, amending the contract with Pavecon Public Works, L.P., to provide for an increase to the contract in the amount of \$35,650.98; and authorization for the Mayor to execute same on behalf of the Town
		Consent	Heritage Park Phase IV Change Order 3.
		Consent	Consider Approval of the purchase of traffic signal poles, in the estimated annual amount of \$400,000.00, from Consolidated Traffic Control, through the Houston-Galveston Area Council (H-GAC) contract.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on February 4, 2019.
	3/4/2019	Regular	Public Hearing to consider a request for rezoning (ZPD18-0007 - Watermere at Flower Mound) from Agricultural District (A) to Planned Development District-167 (PD-167) with age-restricted, high-density residential and office uses, and with certain modifications and exceptions to the Code of Ordinances. The property generally located south of Dixon Lane and east of Long Prairie Road.
		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.
		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.
	3/4/2019	Consent	Bruton Orand EST Chloramine Design Award.
		Consent	Pintail Pump Station (Auxiliary Power & Upgrades) - Testing
		Consent	FM 2499 @ 407 Intersection Design Award.

SCHEDULED	3/4/2019	Regular	Consider approval of a Professional Services Agreement with CP&Y, Inc., for the design phase services associated with the Rippy Road Phase II project in the amount of \$353,458.74; and authorization for the Mayor to execute same on behalf of the Town.
	3/18/2019	Consent	Library Expansion Construction Award (GMP).
		Consent	Sidewalk Links
		Consent	FM 2499 @ Lakeside Parkway NB Right Turn Lane - Testing Award.
		Consent	FM 2499 at Lakeside Parkway NB Right Turn Lane - Construction Award
		Consent	Wastewater Treatment Plant UV Award
		Consent	Bruton Orand N.Bound RTL at FM 1171 - Design
		Consent	Flower Mound Storage Warehouse - Construction Award.
		Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2018.
		Consent	Morriss Road Improvements - Construction Award.
	4/1/2019	Consent	Library Expansion Testing Award.
		Consent	Bakerfield Park Restroom and Concrete Walkways Award
		Consent	Morriss Road Improvements - Testing Award.
	4/15/2019	Consent	FM 1171 @ Riverwalk Drive - Testing Award
		Consent	FM 1171 @ Riverwalk Drive Intersection Improvements - Construction Award.
		Consent	Windsor Roundabout Connection AND Valley Ridge Blvd @ Morriss Rd - Construction Award.
		Consent	Windsor Roundabout Connection AND Valley Ridge Blvd @ Morriss Rd - Testing Award.
		Consent	Heritage Park Phase IV Change Order 4.
	6/3/2019	Consent	FM407 at Browning Signal Construction Award.