

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/18/2019

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. Proclamation for Parent Teacher Association (PTA) Founders Day.

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 updates
4. Minimum housing standards

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).

Town Council Meeting Agenda
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I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, March 4.

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 1.31.19- Consider approval of the minutes from a special work session held on January 31, 2019.
2. Minutes 2.4.19- Consider approval of the minutes from a regular meeting of the Town Council held on February 4, 2019.
3. Vehicle Purchase - Police- Consider approval of the purchase of one (1) 2019 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle per Town of Flower Mound Specifications and Quote from Holiday Ford and Holiday Chevrolet dba Johnson Grayson Automotive, Inc.
4. Vehicle Purchase - Streets- Consider approval of the purchase of three (3) 2019 Ford F350 Cab and Chassis, Dual Wheel with Dumpbed per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.
5. Vehicle Purchase - Parks- Consider approval of the purchase of two (2) 2019 Ford F250 Extended Cab Pickup Trucks with options per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.
6. Skillern Road change order- 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
7. Peters Col./Garden Rid. Engineering Svcs- 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.
8. Signal Pole contract- 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.
9. Copper Canyon Interlocal- Consider approval of the Third Amended Interlocal Agreement with the Town of Copper Canyon to provide sewer/wastewater services to areas within the Town of Copper Canyon; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

10. ZPD - Watermere at Flower Mound- 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 District (O) uses, and with certain modifications and exceptions to the Code of Ordinances, and consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement, and authorization for Mayor to execute same on behalf of the Town. The property is generally located south of Dixon Lane and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 11, 2019, meeting.)

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11. Curfew Ordinance- The second of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew" and to consider adopting an ordinance continuing the current Juvenile Curfew Ordinance in effect.
12. Lakeside Crossing Overhead Utilities- Public Hearing to consider a request for an exception to Section 90-423, "Underground utilities," of the Code of Ordinances to permit a guy-wire to remain outside of the ROW to provide overhead power service along Long Prairie Road for the Lakeside Crossing development (MISC19-0001).
13. Gibson Grant Cabin Ph I PSA- Consider approval of a Professional Services Agreement for design services for the restoration of the Gibson Grant Log Cabin Phase I with McCoy Collaborative Preservation Architecture, PLLC., for \$88,020 and authorization for the Mayor to execute the same on behalf of the Town.

L. CLOSED MEETING

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 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.
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.

M. RECONVENE TO REGULAR MEETING

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

N. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: February 15, 2019, at 3:50 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 18, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a special work session of the Town Council held on January 31, 2019.

BACKGROUND INFORMATION: The Town Council held a special work session on January 31, 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.

THE FLOWER MOUND TOWN COUNCIL SPECIAL WORK SESSION MEETING HELD ON THE 31ST 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 special work session with the following members present:

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

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

Anne Carnes	Executive Assistant
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Andrea Roy	Director of Economic Development
Tiffany Bruce	Executive Director of Public Works
John Habern	Parks, Trails, & Landscape Specialist
JP Walton	Assistant to the Town Manager

A. CALL SPECIAL WORK SESSION TO ORDER

Mayor Dixon called the work session to order at 6:00 p.m.

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

Mayor Dixon gave the invocation and led the pledges.

D. WORK SESSION ITEM

1. Amending the Town's Park Land Dedication ordinance in order to establish park/open space standards for multi-family uses.

Mr. Dalton gave a presentation identifying or noting:

- Background information
- Council direction to date
- Committee work research, including aspects and key concepts
- Parks Board input and feedback
- Elements: Formula, Ordinance, Applicability, Open Space
- Next steps

and he, Mr. Habern, or Mr. Walton, responded to the following questions or comments from Council:

- Clarification regarding the reference to park development fee reimbursement for playgrounds, and why no other amenities such as a gazebo, plantings, gardens, etc. were included
- Concerns regarding some of the multipliers on the credits as they are a bit rich
- For the credit option if a courtyard was internal to a structure and didn't have easy access for people, is that courtyard also eligible for a credit option
- Is there a definition as to how wide a linear park would need to be for credit consideration
- What was the process staff went through in creating the credits
- How would the numbers translate based on projects in the pipeline or on some of the past situations where Council was negotiating at the dais
- Clarification regarding next steps that involve finalizing a draft and routing it back to the Parks Board
- Clarification regarding the senior multiplier

There was Council discussion regarding:

- Interest in reimbursement being given to a developer in situations where:
 - o They go above and beyond for the amenities and not just a playground
 - o Something that connect trails (i.e. a bridge)
- Increased park fees are ultimately passed on to the buyer (the resident)
- Appreciation for the reduction in fees for senior housing
- It's critical the Town look at this now as neighboring cities are putting in these types of projects and that will put a lot of traffic on our western edge, so the time to do something is now
- Importance of recognizing the input of the Parks Board
- Staff has been challenged by applying old code that doesn't fit
- Concerns regarding courtyards being eligible for a credit option
- Terms of mixed use and a mixture of uses can be confusing
- Tonight is about trying to set a framework to create certainty
- It would be helpful for the categories to include examples of what it could look like (types of open space) instead of just the math
- Interest in making sure there is a defined path so everyone gets in their lane and it's clearly defined up front
- There should be discussion about how the public will gain access to the parkland
- If it's a gated community the general public won't have access and that needs to be taken into consideration on the credits

For the senior multiplier:

- There was general discussion regarding:
 - o 1.6 was acceptable as a multiplier because the tenants are going to pay for the property and seniors need a development that is cost effective
 - o Whether the objective is to be more receptive to the lower number or to the higher number for the multiplier
 - o Actual versus theoretical numbers for the multiplier
 - o Difference between a single family home and a multi-family unit
 - o Some cities don't even charge park fees for senior housing projects

- o The initial 3.36 was on the high side and if there are less people in a dwelling unit then it needs to be less on the park fees, and it becomes a fairness issue
- o The multiplier is always a little more than the people per household
- o Anywhere between 2.63 and 1.68 is still better than the 3.36 multiplier previously used
- o Each member of Council offered feedback regarding their preferred multiplier and the average equated to 1.81
- o Interest in having staff come up with different scenarios based on the 1.67 – 1.76 multiplier range

There was Council consensus to work with the average multiplier of 1.81.

2. Defining 'limited residential' in the Lakeside Business District.

Mr. Dalton gave a presentation identifying or noting:

- Background information, including previous discussion
- Summary of concerns discussed
- Considerations: Maximum density in units per acre, maximum acreage percentage, maximum building square footage percentage, and combination of the above
- Density: housing types, acres, units, and units per acre
- Next steps: direction from Council, draft edits, P & Z Public Hearing, Town Council Public Hearing

and he, or Mr. Stathatos, responded to the following questions from Council:

- What is the total number of residential units within the pink areas of the Lakeside map

There was Council discussion or questions regarding:

- How residential shouldn't be larger than office or retail or commercial
- A development should get credit for open space, as well as retail and commercial; the residential component helps the math work
- When the term of limited is used it means allowing for flexibility
- The purpose of the Lakeside Business District is to allow for commercial development that ultimately offers taxpayer relief
- There have been a few projects come forward that are truly limited residential
- Interest in Lakeside being a commercial corridor in Flower Mound and limited is difficult because it doesn't allow flexibility
- Sometimes projects come forward as mixed use but they really are three things happening on the property at the same time, but the original intent of mixed use would be retail on the first floor and apartments above
- Horizontal and vertical mixed use
- Under a mixed use proposal, 4.07 and 5 units per acre would be acceptable but may not be the best course of action (to put a hard and fast number)
- Some properties lend themselves to more retail than office, but when you look at a residential piece, developers will argue that it's needed to make the retail work
- Limited is just what it says – limited to no more than the rest so you can't have 50% residential, and then have 25% retail, and 25% office. That's not limited

and it doesn't work and that's how Council should be looking at it - not one thing can be more than the rest.

- Council should keep the flexibility and make the decisions in the best interest of the Town of Flower Mound
- What is the likelihood of limited residential being single family versus multi family
- Interest in looking at the numbers from an overall district perspective and how that looks based on entitlements that have already been approved
- Whether a definition for limited residential can be codified or is Council leaving it up to the developers as to what Council thinks and it continues to be an ongoing negotiation
- Background information when limited residential was allowed initially in Lakeside and how limited residential was intended to allow a developer to come in and make their best pitch
- The objective today is to get the best thing on the ground that does all the things the Town wants but make it economically viable
- The exercise tonight is for the purpose of putting some clarity on expectations for when a developer comes in
- There is a need to determine what component and at what percentage so developers will know what you really mean when you say limited residential
- Interest in starting with a framework Council can start from and Council can hang their hats on because it will be an issue for future meetings
- Interest in still having the flexibility to do something different than what's on paper in the event there is a project that comes forward that is unique
- Interest in having the space ratio percentage in the different categories up front when a project comes forward
- One option would be to present a developer with an allowance range
- The vast majority of the space needs to be commercial
- In reality there isn't much land remaining without entitlements
- Staff needs some type of basic guidelines to present to a developer for a project
- Council needs to consider the traffic impact on FM 2499 when projects come forward
- 0-25% limited residential would be the target; however, 0-35% would be acceptable if the development is truly something special, and they would need to be encouraged to go above and beyond if they are in the 0-35% range
- What is being talked about is a percentage of the total utilization (square footage) and open space needs to be part of the calculation as well
- The possibility of doing both - no more than x as a percentage for acreage and no more than x as a square footage percentage
- Whether or not the changes discussed should be an amendment to the code or a policy change

Mr. Stathatos pointed out there is a need to set some parameters if Council has interest in making a change to how things are done today. He indicated that staff could work with a range. He also suggested the option of looking at square footage for the overall development.

Mr. Dalton indicated that based on Council's feedback staff will review the Master Plan and PD Ordinance to evaluate the best approach and present Council with options at a future meeting.

3. Tax Increment Reinvestment Zone (TIRZ) Feasibility Study for Lakeside Village.

Ms. Roy gave a presentation identifying or noting:

- Background information
- Lakeside Village location and project proposal
- Map of area
- TIRZ funded costs
- Developer funded costs
- Build out scenarios, including no development – land value
- Summary
- Feasibility
- Consultant's approach

and she, Mr. Stathatos, or Ms. Wallace, responded to the following questions from Council:

- Has the Town received input from the County
- What is the value difference and time frame with a TIRZ and without
- How does the performing arts center come into play if there is a desire to add that to the amounts, and when would the Town need to identify that integral piece
- What is the total overall cost of the \$20 million when you consider lost opportunities in some other part of the Town or money that needs to be borrowed
- How much did the Town spend for infrastructure in Lakeside
- When the construction starts is there a timeline as to when payouts start
- Tax structure options that would help to fund the arts center
- Would the Town build the arts center or the developer
- How long would the project be delayed without the TIRZ
- Did the figures come from the developer
- Who carries the risk in a down economy scenario
- Is there an ability to amend the TIRZ in the future
- Is it common for a Town to give a direct loan to a developer
- Revenue the Town would receive under the scenario of 50%

There was Council discussion regarding:

- Interest in moving forward with the arts center as part of the TIRZ as it derives a benefit for the rest of the Town
- Financial options associated with the scenarios presented
- Interest in coming up with other opportunities in the area outside of a fine arts center
- Interest in knowing what Tarrant County's participation rate would be
- Interest in having a visitor's center in conjunction with the fine arts center as it's an added use for the facility
- Concerns regarding the April 17, 2019 deadline identified in the Development Agreement for the Town to deliver a letter of commitment regarding the performing arts center, and if that is attainable

There was Council consensus to take the TIRZ to the next level as it's in the Town's best interest financially, which includes contacting Tarrant County next.

E. ADJOURN SPECIAL WORK SESSION

Mayor Dixon adjourned the work session at 8:46 p.m. on Thursday, January 31, 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 18, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on February 4, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting on February 4, 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 FEBRUARY 4, 2019**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 4TH DAY OF FEBRUARY 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
Chuck Russell	Town Planner
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
Shane Jennings	Police Captain
Wendell Mitchell	Assistant Police Chief
Kendall Leonard	CID Captain

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 Mark Sherrill gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

1. CoServ check presentation

Tracee Elrod presented the Town a check in the amount of \$80,438.57.

and Ms. Wallace responded to the following questions from Council:

- How does the Town make use of the funds from CoServ

2. Mid-year report on the school crossing guard services provided by All City Management Services (ACMS)

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 2**

Captain Jennings gave a presentation identifying or noting:

- Activity for the first half of the school year, including staffing, shifts, or other concerns
- Accomplishments from the program (commendations and program goals)
- Program summary

and he responded to the following questions from Council:

- What is the availability of an app for the guards to allow them to check in and out
- Who does the public call if they have an issue with a crossing guard and how accessible is that contact information
- How long has the Town been using ACMS
- What were some of the concerns addressed initially and what were the results of those concerns
- Interest in seeing a direct contact for ACMS on the Town's website
- Performance tracking options
- Does ACMS conduct an internal survey with their employees

3. Police Department response to citizen concern

Assistant Chief Mitchell provided background information regarding the police department's response to a traffic concern reported by 9 year old James.

E. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Cathy Johns, 7709 Calypso Dr, Rowlett, TX	Leonard Johns Community Park
2.	Paul Stone, 4100 Broadway	Summit Club
3.	Mike Wallace, 2913 Trailwood Ln	Election – Town Council, Place 3
4.	Bryan Webb, 4112 High Rd	SB2 & HB2

F. ANNOUNCEMENTS

Councilmember Bryant had the following announcements:

- Recognized members of the Flower Mound Citizens Academy that are in the audience
- He also commented on the negative impacts of SB2/HB2.

Councilmember Engel had the following announcements:

- Announced that the Citizens Police Academy is soon to be accepting applications
- Comments about SB2/HB2.

Mayor Pro Tem Webb announced that he will not be running in the upcoming election.

Mayor Dixon pointed out it is election season and encouraged anyone that has interest in running, or for the candidates that are running, to contact him if they have any questions.

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 3****G. TOWN MANAGER'S REPORT**

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects:
 - Firewheel Drive paving update
 - Fire Station 7
 - Lake Forest Blvd paving
2. Economic Development projects:
 - New businesses that recently opened
 - Funimation business progress
3. Legislative update:
 - Ms. Wallace provided background information regarding the staff's approach to the Legislative session, including how bills are tracked.

H. FUTURE AGENDA ITEMS

1. There were no future agenda items requested.

I. COORDINATION OF CALENDARS

Mayor Dixon announced the following meeting dates:

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

J. CONSENT ITEMS

Councilmember Engel pointed out two administrative errors. One was regarding the minutes and the second was the election item. He also noted that staff has made the appropriate corrections as applicable.

1. Consider approval of the minutes from a regular meeting of the Town Council held on January 7, 2019.
2. 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.

RESOLUTION NO. 02-19

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.

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

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 4**

4. Consider approval of an Interlocal Agreement with the Town of Double Oak for an Outdoor Warning Sirens Assistance Program.
5. Consider approval of a Fire Department Automatic Aid Agreement with the City of Highland Village.
6. 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. 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.

Administrative Note: This agenda item is for the approval of the professional services agreement as referenced in the packet and not the construction agreement as noted in the agenda caption.

8. 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.

Councilmember Bryant moved to approve by consent Items 1 – 8. Deputy Mayor Pro Tem Forest seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

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

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

Staff Presentation

Captain Leonard gave a presentation identifying or noting:

- Background information about how the program works

and he responded to the following questions from Council:

- Clarification regarding if any Council action is needed

There was Council discussion regarding:

- No comments or concerns from the citizens or staff so no need to change anything

Mayor Dixon opened the Public Hearing at 7:04 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:04 p.m.

10. 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,

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 5**

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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Site location
- Site photos
- Land use and zoning
- Approved concept plan
- Proposed landscape plan
- Proposed elevations

and she responded to the following questions from Council:

- How does the Town know that future development in Lewisville is going to match up with what the Town is doing with regard to the exception
- Clarification that the Town requests the driveway exception

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

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

11. 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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Site location
- Land use and zoning
- Site photos
- Proposed site plan
- Purpose for this item coming to Council
- Proposed landscape plan

and she responded to the following questions from Council:

- Will the proposed landscape plan address the landscaping holes

There was Council discussion regarding:

- The development means more employees than trucks as people working there are going to eat in Flower Mound and shop our retail stores

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 6**

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**

12. 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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site photos
- Conceptual site plan
- Conceptual landscape plan
- Existing design concepts
- P & Z discussion

and she responded to the following questions from Council:

- Clarification as to the type of facility (i.e. train the trainer type of facility)
- What would be the recourse for the Town should they not meet the requested requirements in one year because normally getting the Certificate of Occupancy is the reward for the job completed
- Are there any estimates associated with the improvement cost
- Clarification regarding the HVAC screening
- What is the expected hours of operation
- Will irrigation be included for the trees they are being asked to install

Mayor Dixon opened the Public Hearing at 7:24 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:24 p.m.

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

ORDINANCE NO. 02-19

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.

VOTE ON MOTION:

Motion passed

AYES: BRYANT, ENGEL, WEBB, FOREST, SHARMA

NAYS: NONE

13. 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.)

Mayor Dixon announced that the applicant withdrew their request. This item was not heard.

Mayor Dixon opened items 14 and 15 at the same time.

14. 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).

Staff Presentation

Ms. Murphy gave a presentation for items 14 and 15 identifying or noting:

- General and detailed location
- Land use and zoning
- Site photos
- Lakeside Business District map
- Proposed open space
- Concept elevations
- Parking numbers
- Exceptions
- Modifications
- Comprehensive sign package
- Wall signs
- Leasing sign

and she, Mr. Dalton, or Mr. Stathatos, responded to the following questions from Council:

- For the sign ordinance exception, how many tenants are anticipated for the building, and how will they be utilized by the building owner
- Does staff have any issues on their sign request, particularly given the amount and size

and there was Council discussion regarding:

- How the comprehensive sign package works
- Bringing in the natural light is a good component
- The design brings a lot of elements that are desired by council
- The project meets the vision for Lakeside (more office than residential)

Applicant Presentation

Randi Rivera, G & A/McAdams, 111 Hillside Dr, Lewisville

Ms. Rivera gave a presentation identifying or noting:

- Lakeside Center: site location, concept plan, open space, east elevations
- Pedestrian connection

Alex Brown, Realty Capital, 909 Lake Carolyn Pkwy, Irving, Tx

Mr. Brown gave a presentation identifying or noting:

- Class A office building examples
- Lakeside Center: Architectural design progression (concepts), materials, town home elevations, pre-leasing efforts, building signage examples, ingress – egress exhibit, conceptual garage design

and Ms. Rivera or Mr. Brown responded to questions from Council regarding:

- How will the signs be utilized by the tenants
- Could the parking garage be used for overflow parking, particularly after hours and on weekends
- Detention versus retention pond options
- Opportunities for trail connections

There was Council discussion regarding:

- What is presented is the first really big office building in Flower Mound and the exceptions requested represent the ground work for creating a new Class A office building
- Applicant is responding to a lot of things the Town wants: more parking, open space, and quality design
- The property fits the highest and best use
- The collection of partners on the project is impressive
- This project fits what is desired in the Lakeside area and it's in line with what the market seeks today
- Council has been working for a long time to get this product (since the time the roads were put in) and everyone has done a great job in making everything work and the end product is great, including the limited residential use

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 9**

- The project will be unique and bring some notoriety to the Town and something everyone can be proud of
- The project could be described as meritorious urban design
- The expectation of the building filling up rapidly
- The building lays the ground work for something like it out west

Mayor Dixon opened the Public Hearing for items 14 and 15 at 8:08 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Jeffrey Blasko, 1720 Milford	None	None
Jody Roach, 4975 Lusk Ln		
Paul Stone, 4100 Broadway		

Mayor Dixon closed the Public Hearing for items 14 and 15 at 8:15 p.m.

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

ORDINANCE NO. 03-19

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.

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

15. 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).

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 10**

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

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

16. 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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site photos
- Adjacency
- Exception and waiver request
- Conceptual site plan
- Conceptual elevations
- Car wash connectivity-public amenity

and she, Mr. Dalton, Mr. Russell, or Mr. Meredith responded to the following questions from Council, and some of which were after the public hearing:

- Is the use considered an automatic or regular car wash
- What was the intent regarding a car wash when the PD was created
- Clarification regarding the location of the amenity, and if the applicant will be providing access to the neighborhood that will align with a trail
- Clarification regarding the SUP process
- What are the self-service versus automatic car wash definitions
- If the type of car wash (automatic) presented is prohibited based on the PD 78 language
- Clarification regarding the process from when it was initially presented to P & Z
- Why was a self-service and full-service car wash identified in the PD, but an automatic car wash was not
- How did the prohibitions get put on the PD in 2004
- Clarification regarding the comments made about staff in relation to the notification process and the statement of staff being in support of the SUP

Applicant Presentation

Vaughn Miller, President and CEO of VCM Development, 1388 Dutch Hollow, Frisco, Tx

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 11**

Mr. Miller gave a presentation identifying or noting:

- Background information about the site including ownership period and marketing efforts
- Citgo easement challenge
- Aspen, Co example and how it is similar to Flower Mound
- Landscape plan
- Park amenity for Edgewood, noting they were unable to contact the homeowners in Edgewood because they don't have an HOA set up yet
- Elevations for the shopping center next door
- Bank of America interest in having a neighboring tenant
- Conceptual rendering of Tidal Wave car wash
- Building elevations
- Tidal Wave is an environmentally friendly car wash
- Car wash trade area
- Sound noise levels
- Letter of support from Melanie Carr (Bakers Branch HOA) and Pierce Cauvin (Tealwood Oaks), and others.
- Letter of intent from retailer
- Hours of operation

and he responded to the following questions or comments from Council:

- What was the vision 15 years ago for the whole property, and what was the plan for the easement at that time, and why didn't Bank of America go closer to the easement and leave the corner for retail
- What kind of retail was expected for the NE corner of the property
- What were the concerns at that time from free standing restaurants regarding the location
- If a drive thru car wash is truly considered an anchor for the center
- Clarification regarding the noise level calculations for the vacuums
- What is the purpose of the open glass
- How the vacuums don't create a tremendous amount of noise, it's the blowers that create more noise, so the reference of the noise being equivalent to street traffic is inaccurate
- The orientation of the building puts the noise towards the back and away from the street
- Clarification regarding the road cuts into the facility from Flower Mound Road
- What kind of traffic does the Bank of America draw
- Indicated they did meet with Tealwood Oaks in 2017 and addressed their concerns
- They are not bringing in new traffic and there are no U-turns allowed on Gerault
- 1,600 sf of landscaping is required and they are doing 18,000 sf
- Why not retail instead of a car wash on the site
- Elevation changes and concerns regarding light pollution
- What size will the trees be

Mayor Dixon opened the Public Hearing at 9:11 p.m.

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 12**

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
None.	Martin Rice, 908 Wood Duck Way	Paul Stone, 4100 Broadway
	Jeffrey Blasko, 1720 Milford	
	Stacey Langley, 800 Carter Ct	
	William Scott Langley, 800 Carter Ct	
	Nick Richardson, 328 Tealwood Cr	
	Royce Martin, 840 Tealwood Cr	
	Katie Miles, 836 Tealwood Cr	
	Rick Kenyon, 2009 Ring Teal Ln	
	Renee Doyle, 920 Drake Tr with donated time from: Angela Kenyon, 2009 Ring Teal Ln	
	Kalpana Salian, 2008 Canvasback Ln*	
	Laura Pryde, 905 Drake Tr*	
	Nick Richardson, 836 Tealwood Cr	
	Joe Cole, 1821 Edgewood Dr	

*submitted a speaker card - indicated did not wish to speak

Mayor Dixon closed the Public Hearing at 9:50 p.m.

Councilmember Sharma moved to deny SUP18-0001 – Tidal Wave Car Wash as presented in the agenda caption. Councilmember Engel seconded the motion.

Council Deliberation

There was Council discussion regarding:

- A car wash is not the highest and best use for this property but it is ideal for a drive thru restaurant
- The car wash is not a true anchor
- Screening with walls and landscaping helps with the noise reduction
- While the easement is an issue it's not a new situation and developers have dealt with it in the past
- The believe that the overall intent of the PD was to prohibit a car wash
- Concerns about the street buffer being 9 – 25 feet
- Park amenity is a nice feature; however, there are concerns that it might not be used
- Concerns that the facility cannot survive on the traffic today and how a car wash is not a business that can be repurposed
- Appreciation for the retail portion of the project; however, tonight Council is voting on the car wash and not the retail component
- The role of Council is not to dictate what the market allows for the type of business, but to make sure it is best for Flower Mound
- Appreciation for the water recycling
- Appreciation for working with the HOA and the developer, but would have liked to seen more meetings with the residents
- The vacuum noise is a concern

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 13**

- Hope that the applicant can bring in a restaurant or retailer that can attract people
- Banks are starting to automate many aspects of the business
- If the easement wasn't there it would already be a restaurant
- Council needs to look at the overall aspects of a project, including specifics, adjacency, as well as pros and cons.

VOTE ON MOTION:*Motion passed (to deny)***AYES: SHARMA, WEBB, ENGEL, BRYANT****NAYS: FOREST**

17. Discuss and consider previous Charter Review Commission recommendations and any proposed amendments to the Town Charter for a future election.
18. 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.

Mayor Dixon opened items 17 and 18 at the same time.

Staff Presentation

Ms. Scott gave a presentation identifying or noting:

- Background information from the Jan 7th meeting
- Deadlines and cost
- Proposed ballot language

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

- Legal aspects and the benefit of the mayor and councilmembers being compensated.

There was Council discussion regarding:

- A goal of streamlining the Town's regulations, including the Charter, and some of the amendments do just that
- Acceptable to compensation given the legal ramifications and protection it offers
- Some of the amendments address efficiency improvements
- Charter can only be amended every 2 years
- If there are any other areas of the Charter that need to be reviewed, such as other items previously discussed by past Charter Review Commissions, as well as integrating technology with electronic petitions
- Appreciation that the proposed amendments were already recommended by a Charter Review Commission
- Compensation options (per month versus per meeting)
- Importance of communicating to the voters the importance of the items, including clarity in the ballot language, as well as the associated benefit for the Town
- Anything the Town can do to protect the citizens servants of Flower Mound (Mayor/Town Council), it needs to be done
- People don't serve on Town Council because of the pay and it will not change who potentially runs because of the pay

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 14**

- Interest in using the date of June 1, 2019 to allow for the protection aspect to start as soon as possible
- If anyone on Council has issues with accepting the compensation (if it is passed) there is always the option to donate the money elsewhere
- The residents of Flower Mound ultimately make the decision – Council is simply putting it on the ballot

Given the time constraints, and for clarification purposes, Ms. Scott requested Council vote on each proposed amendment separately.

Councilmember Bryant moved to approve Proposition A (Compensation):

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 with an effective date of June 1, 2019?

Deputy Mayor Pro Tem Forest seconded the motion.

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

Councilmember Bryant moved to approve 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?

Deputy Mayor Pro Tem Forest seconded the motion.

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

Councilmember Bryant moved to approve Proposition C (Certification and Copies of the 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?

Deputy Mayor Pro Tem Forest seconded the motion.

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

Councilmember Bryant moved to approve Proposition D (Budget Appropriations):

Shall Section 9.14 of the Flower Mound Home Rule Charter be amended to allow transfer of funds between departments within the same fund without the requirement of a budget amendment?

Deputy Mayor Pro Tem Forest seconded the motion.

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

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

ORDINANCE NO. 01-19

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.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, FOREST, WEBB, ENGEL, BRYANT****NAYS: NONE****L. BOARDS/COMMISSIONS (Executive Conference Room)**

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

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

Ms. Scott pointed out that Tax Code requires the Council to select a TIRZ Chair on an annual basis.

Deputy Mayor Pro Tem Forest moved to reappoint Paul Stone to serve as Chair of the Tax Increment Reinvestment Zone #1 (TIRZ), and with an expiration date of December 31, 2019. Councilmember Sharma seconded the motion.

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

The Town Council convened into a closed meeting at 11:15 p.m. on Monday, February 4, 2019, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 11:49 p.m. on Monday, February 4, 2019, to take action on the items as follows:

FLOWER MOUND TOWN COUNCIL MEETING OF FEBRUARY 4, 2019**PAGE 16**

- 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.

Councilmember Bryant moved to approve the retainer as discussed in executive session. Deputy Mayor Pro Tem Forest seconded the motion.

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

- 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.

Councilmember Sharma moved to authorize staff to purchase a necessary easement, in association with the Upper Timber Creek Interceptor Phase III & IV project, and to negotiate for the purchase of easements up to the settlement amount as discussed in executive session. Councilmember Bryant seconded the motion.

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

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

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 11:50 p.m. on Monday, February 4, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 18, 2019

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of one (1) 2019 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle per Town of Flower Mound Specifications and Quote from Holiday Ford and Holiday Chevrolet dba Johnson Grayson Automotive, Inc.

BACKGROUND INFORMATION: The Police Services Department is requesting the purchase of one (1) New 2019 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle in the amount of \$61,194.00 from Holiday Ford and Holiday Chevrolet dba Johnson Grayson Automotive, Inc. through an existing interlocal agreement with Tarrant County using Tarrant County Contract 2019-014. This vehicle is being purchased for the School Resource Officer Sergeant and is in addition to the Town's Fleet Inventory.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$61,194.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$61,194.00	100-640-43500-6130 - Police Services

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Quote
3. Specifications

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



**Bid Award Recommendation
Co-op Contract:
Tarrant County Contract #2019-014**

Date: 02-01-2019

Description: New Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle

Quantity: 1 unit

Replaces: New

**Bidder #1: Holiday Ford and Holiday Chevrolet
DBA: Johnson Grayson Automotive, Inc.**

Item bid: New Chevrolet Tahoe RWD 9C1 PPV

Per: TOFM specifications

Total Bid quote Complete:	\$ 61,824.00
(includes unit cost + equip. cost)	

Remove from quote:

"Removal from current unit:	<360.00>
"Removal – decommission items:	<270.00>

Units Complete less "removal" items listed above:	Total: \$ 61,194.00
--	----------------------------

It is Fleet Services recommendation to award the bid to **Holiday Ford & Holiday Chevrolet** as the lowest responsible bidder in the amount of **\$ \$61,194.00**.

H. Deats Stewart
Fleet Services Manager

02-01-2019
Date,

Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)
 1009 Highway 82 W
 Whitesboro, TX 76273

Date	1/28/2019
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts.payable@flower
Estimate #	24267

Description	Location	Qty.	Ext. Price
Tarrant County Contract # 2019-014			
New Vehicle - Tahoe Pursuit			
2019 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks, (No Spotlight)		1	32,491.00
BLACK Exterior			
6E2 Keyed Alike			
AMF 6 Sets of Keys/FOBs			
Rear Windows, Doors, Locks, Handles, INOP, 6N5, 6N6			
Full Carpet Front and Back			
Ice/Snow Cables - 1 set, 2 tires		1	191.00
Window Tint - For Two Front Windows - Madico Onyx 55%		1	79.00
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		1	288.00
Whelen LED 8 Degree Spotlight Replacement		1	159.00
Whelen Solid State Chevrolet Tahoe Headlight/Tailight Flasher		1	69.00
2 Year Texas State Inspection Certificate		1	7.00
Vehicle Dealer Prep		1	130.00
Troy Console, 18", Tahoe		1	378.00
Faceplates: Watch Guard 4RE Cencom Motorola APX6500 Radio - 2 Piece			
Troy Internal Beverage Holder w/Rubber Fingers		1	38.00
Troy faceplate w/ (1) USB port and (2) 12VDC plugs		1	42.00
Troy Console, Side Mount Armrest		1	67.00
Troy Computer Mount, Side Clevis		1	315.00

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

Vehicle and Emergency Equipme...

SIGNATURE

Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)
 1009 Highway 82 W
 Whitesboro, TX 76273

Date	1/28/2019
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower
Estimate #	24267

Description	Location	Qty.	Ext. Price
Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Basic Port Replication)		1	433.00
Free-standing Dual T-Rail for 2015+ Tahoe			479.00
Setina T-Rail Universal Lock, EoTech Bracket		1	17.00
CARGO BOX - DSK- Drawer, Sliding with Key Lock - BSK- Base Sliding with Key Lock for the 2015+ Tahoe		1	872.00
Free standing cargo kit for 2015-2019 Tahoe		1	67.00
Whelen Legacy 54" Light Bar Package with Cencom Sapphire Siren, Siren Speaker, Speaker Bracket & Strap Kits. Light Bar includes Take Downs, Alleys and RW/B/W Front Configuration with Red/Amber/Blue/Amber Rear Configuration.			3,177.00
Carbide Expansion Module		1	141.00
Whelen Trio Color Linear ION Red/Blue/White		7	945.00
Whelen V-Series™, Combination 180° Warning & Puddle Light with Scan-Lock™ Flash Patterns for Under Surface Mounting – Blue	Sideview Mirror	1	139.00
Whelen V-Series™, Combination 180° Warning & Puddle Light with Scan-Lock™ Flash Patterns for Under Surface Mounting – Red		1	139.00
Whelen under the Side Mirror Mount Bracket for LINSV2* for 2015+ Chevrolet Tahoe 9C1 – (one pair)		1	19.00
ION Trio, Surface Mount	Each Running Board	2	270.00
ION REAR PILLAR WC DUO TAHOE, Red/Blue	Rear Pillar	1	912.00
Whelen Solid State Chevrolet Tahoe Headlight/Tailight Flasher		1	69.00
Whelen Low Frequency Howler Siren System programmed to run 60 seconds		1	443.00
Whelen Howler Bracket - 2017+ Tahoe		1	0.00
PLEASE INCLUDE REQUIRED PART #s WH-SAK63D AND WH-SAK63P			
Whelen Behind the Grill Siren Speaker Bracket - 2017+ Tahoe, Driver Side		1	23.00
*****MUST INCLUDE SAK63P IF INSTALLED W/ HOWLER*****			
Whelen Behind the Grill Siren Speaker Bracket - 2017 Tahoe, Driver Side		1	23.00
*****MUST INCLUDE SAK63D IF INSTALLED W/ HOWLER*****			
Whelen LED Flush Mount Compartment Light in Red & White	Rear Hatch & Prisoner	4	236.00
Clear Fresnel Lens w/ White LED & Red LED Night Light Dome Light	Front Cabin	1	55.00

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

Vehicle and Emergency Equipme...

SIGNATURE

Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)
 1009 Highway 82 W
 Whitesboro, TX 76273

Date	1/28/2019
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower
Estimate #	24267

Description	Location	Qty.	Ext. Price
Go Rhino Textured Push Bumper, 2 LED Cut-outs for IONs (Front Facing), 2015+ Tahoe		1	289.00
Streamlight SL-20L LED Flashlight		1	102.00
Stinger power cable for mobile charging unit.		1	9.00
Stinger car charging unit		1	13.00
Motorola APX-6500 Radio		1	6 229.00
90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	132.00
Panorama GPS-D-2148, GPSD-IC29/C32/C74/CABLES KIT		1	287.00
AFM 835 700-800 whip		1	13.00
SafeStop for 2015+ Tahoe		1	118.00
WeatherTech Floor Mats - Driver and Passenger		1	97.00
Stalker DSR 2X - "Ka" Band - Front & Rear Antenna Moving Radar Unit. with EXTENDED WARRANTY		1	3,549.00
Stalker Antenna Bracket for the Front Antenna for the Stalker Dual SL & DSR 2X for 2015+ Chevrolet Tahoe 9C1		1	54.00
Stalker Counting Unit Mount for the Stalker Dual SL & DSR 2X for 2015+ Chevrolet Tahoe 9C1		1	49.00
Federal Signal LED Opticom ® Emitter, Infrared System - External Use "Square Box Looking One"		1	1,218.00
Opticom Bracket for Front Push Bumper just like Fairview PD placing the Opticom up close to the top Horizontal Bar - Made by Defender Supply		1	39.00
Design & Installation of Graphics for Customer's Department-Mike Glass		1	688.00
Shipping of Above Emergency Parts for Upfit		1	103.00
Misc. Shop Supplies		1	77.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System			375.00

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

Vehicle and Emergency Equipme...

SIGNATURE

Holiday Ford and Holiday Chevrolet
(DBA: Johnson Grayson Automotive, Inc.)
 1009 Highway 82 W
 Whitesboro, TX 76273

Date	1/28/2019
Estimate By	Mike Hewitt mike@defendersupply.com (903) 564-5641



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower
Estimate #	24267

Description	Location	Qty.	Ext. Price
Installation of Above Emergency Equipment		48	4,320.00
Removal from current unit:		4	360.00
Cradlepoint COR IBR900			
Watch Guard Video			
Installation of Removed Equipment		8	720.00
Cradlepoint COR IBR900			
Watch Guard Video			
Removal - Decommission Items		3	270.00

*1/29/19
 per Mike, remove
 \$360 + \$270 removed JED*

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

Vehicle and Emergency Equipme... \$61,824.00

SIGNATURE

\$61,194

Town of Flower Mound

PURCHASING SPECIFICATIONS

SPECIFICATION NO.:

Revised: January 15, 2018

**ITEM: New Vehicle 1/2 Ton Pursuit rated
Police pkg. SUV, 4-door, 2 wheel drive
(TOFM vehicle replacement program)**

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

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

Example:

Chevy Tahoe (police pursuit rated)

NOTE:

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

ATTENTION:

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

Bidder / Flower Mound

Y/N

Y/N

Y

Y

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

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

DRIVE TRAIN**Bidder / Flower Mound**

Y/N Y/N

☒ Y

1. Engine: Gasoline, minimum 3.5L or equal

State engine size bid: 18, 53Flex-Fuel: ☒ Yes ☐ No☒ Y

2. Automatic Transmission

☒ Y

3. Fuel tank: min. 20 gal.

☒ Y

4. Dual Heavy duty battery

☒ Y

5. Power Anti-lock Braking System, 4-wheel Disc

☒ Y

6. Rear wheel drive

TIRES AND WHEELS**Bidder / Flower Mound**

Y/N Y/N

☒ Y

1. Tires: Radial highway, all season

☒ Y

2. Full size spare tire with jack

☒ Y

3. Matching full size spare tire/wheel

☒ Y

4. Ice/Snow cables (1 set, for 2 tires) per the tire size bid

CAB & EQUIPMENT**Bidder / Flower Mound**

Y/N Y/N

☒ Y

1. Power Steering

☒ Y

2. Tinted glass – Front Driver/Passenger 55% Madico Onyx (rear factory darkness)

☒ Y

3. Intermittent wipers

☒ Y

4. Exterior Paint: Black

☒ Y

5. Seats: Cloth Front lowback (bucket) seats

- ☒ Y__ 6. Rear fold down seat, (preferred 60/40 split)
☒ Y__ 7. Air Conditioning
☒ Y__ 8. Radio: Standard AM / FM w/CD player
☒ Y__ 9. Rear Window Defroster
☒ Y__ 10. Interior cargo area.
 Preferred width: min. 74".
 State width of unit interior bid: 74"
 Preferred cargo volume: min. 27 cu.ft.
 State cargo volume of unit bid: 27"
-
- ☒ Y__ 11. Rear window washer and wiper
☒ Y__ 12. Power windows (with inoperative rear window switches)
☒ Y__ 13. Power door locks (with rear door locks and handles inoperative)
☒ Y__ 14. Power Driver/Passenger Mirrors
☒ Y__ 15. Front and Rear: Full black CARPET floor covering. ★
☒ Y__ 16. Interior: Dark gray or equivalent dark interior
☒ Y__ 17. Keyless entry
☒ Y__ 18. Three (3) sets of keys (Must be included at time of vehicle delivery)
-
- ☒ Y__ 19. All vehicles keyed alike (6E2 Key Common)
☒ Y__ 20. Rear lift hatch
-
- ☒ Y__ 21. 1 - Vehicle spotlight/post and door mount, located on the driver side only.
☒ Y__ 22. Tow Hitch / Package
☒ Y__ 23. 6J7 Flasher System (Headlamp and Tailamp)
-
- ☒ Y__ 24. Bluetooth U E 1

OTHER EQUIPMENT**Bidder / Flower Mound****Y/N Y/N**

- ☒ Y__ 1. Running boards, full length.
- ☒ Y__ 2. Pursuit Package (Law Enforcement Emergency Vehicle Package)
to include but not limited to: engine and transmission cooling
package, increased electrical power and heavy duty suspension.)
- ☒ Y__ 3. Vehicle State Inspection when delivered (2 year certificate)

ATTENTION:

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

EQUIPMENT OPTIONS:

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

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

Interior*COST
EACH****Bidder / Flower Mound****Y/N Y/N**

- ☒ Y__ Troy 2 Piece Adjustable 18"
Part # CC-C18
- ☒ Y__ Troy Computer Mount - Havis
Part # CM-SDMT-SLS-HAV

\$ 378⁰⁰\$ 315⁰⁰

Y	Y	Troy Products Internal Bev Holder #AC-INBHG	\$ 38 ⁰⁰
Y	Y	Troy console bracket for USB and 12v	\$ 42 ⁰⁰
Y	Y	Troy console bracket for APX6500	\$ 0
N	Y	Troy Computer Mount Side Clevis Part # CM-SDMT-SLS-HAV	\$ Duplicated
Y	Y	Stalker 2X Radar System w/ extended Warranty	\$ 3549 ⁰⁰
Y	Y	Stalker Tahoe Antenna Mount 200-1088-00	\$ 54 ⁰⁰
Y	Y	Stalker Tahoe Display Mount 200-1089-00	\$ 49 ⁰⁰
Y	Y	Setina Freestanding Double Mount Gun Rack With XL cuff style locks and all equipment and Optics ready bracket PG7529	\$ 496 ⁰⁰
Y	Y	Setina Cargo Storage, key lock both , cargo tray white board Part# TK0250TAH15	\$ 872 ⁰⁰
Y	Y	Setina Freestanding Bracket TF2234TAH15	\$ 67 ⁰⁰

Total price for above "Interior" items: \$ 5860⁰⁰
Total installation charges for above "Interior" items: \$ 1440⁰⁰

***Lighting**

Bidder / Flower Mound
Y/N Y/N

COST
EACH

Y	Y	Whelen - Texas special 54" Legacy DUO Lightbar/ CENCOM CONTROL / Speaker Part # call FMPD for light color specs 21 push button control head Part# CCSRNT4G	\$ 3177 ⁰⁰
Y	Y	(1) Whelen Expansion Pack	\$ 141 ⁰⁰
Y	Y	(7) Whelen ION TRIO Part# I3JC - Red/Blue/White	\$ 945 ⁰⁰

Y	Y	(1) Whelen LINSV2 (Red) Part# LINV2R (under mirror)	\$ 139 ⁰⁰
Y	Y	(1) Whelen LINSV2 (Blue) Part# LINV2B (under mirror)	\$ 139 ⁰⁰
Y	Y	(1) Whelen LINSV2 Under Mirror Mount Part# LSVBKT45 – Comes as a pair	\$ 19 ⁰⁰
Y	Y	(2) Whelen ION TRIO Red/Blue /White Part# I3SMJ (Running Boards)	\$ 270 ⁰⁰
Y	Y	Whelen Rear ION Pillar Lights DUO R/B Part # RPWD45	\$ 912 ⁰⁰
Y	Y	(2) Whelen Headlight/Tailight Flasher Modules Part# SSFPOS16 (2015+ Tahoe)	\$ 69 ⁰⁰
Y	Y	Whelen Howeler Low Frequency Siren w/ bracket Part # HOWLER	\$ 489 ⁰⁰
Y	Y	(4) Whelen 3" Round Super LED Light head (Rear Hatch Red/White) Part # 3SRCCDCR	\$ 236 ⁰⁰
Y	Y	Whelen LED Spotlight Part# P46SLC	\$ 159 ⁰⁰
Y	Y	SoundOff Dome Light - Red/White Part #ECVDMLTAL00	\$ 55 ⁰⁰

Total cost for above "Lighting" items:

\$ 6750⁰⁰

Total installation charges for above "Lighting" items:

\$ 1440⁰⁰***Other Equipment****Bidder / Flower Mound**

Y/N Y/N

COST EACH

Y	Y	Push Bumper (Go Rhino) Part#5165-2L61	\$ 289 ⁰⁰
Y	Y	Streamlight SL-20L LED Flashlight Part# STL-20602 w/ charge base	\$ 102 ⁰⁰

Y	Y	Streamlight DS Charging Base (75100)	\$ 13 ⁰⁰
Y	Y	Streamlight DS Charge Cable (22051)	\$ 9 ⁰⁰
Y	Y	Lind Power Suply for Dell Lat. 5404	\$ 132 ⁰⁰
Y	Y	Top Hat Equipment Timer	\$ Incl
Y	Y	Motorola APX 6500 complete kit	\$ 6229 ⁰⁰
Y	Y	(1) Havis Docking Station for Dell Rugged Part#DS-DELL-405	\$ 433 ⁰⁰
Y	Y	Panomara GPS-D 2148 kit w/ C23F-SM	\$ 287 ⁰⁰
Y	Y	AFM-835 (700-800 whip)	\$ 13 ⁰⁰
Y	Y	(1) Pro-Gard Safe Stop	\$ 118 ⁰⁰
	Y	Weathertech Floormats for Driver/Passenger	\$ 97 ⁰⁰
Y	Y	(1) Federal Signal Opticom w/ bracket mount	\$ 1210 1257 ⁰⁰
Y	Y	FMPD Graphics Kit w/ Flags	\$ 688 ⁰⁰
Total cost for above "Other Equipment" items:			\$ 9667 ⁰⁰

Total installation charges for above "Other Equipment": \$ 1440⁰⁰

ATTENTION: **

**THE FOLLOWING ITEMS WILL BE CUSTOMER SUPPLIED AND
INSTALLED ONTO NEW TAHOE UNIT. ALL PRICING AND INSTALLATION
CHARGES MUST BE INCLUDED IN THE OVERALL COST OF EACH UNIT.**

****Transferred Items**

**REMOVE/RE-INSTALL
CHARGE**

Bidder / Flower Mound

Y/N Y/N

Y	Y	(1) Cradlepoint and related items CUSTOMER SUPPLIED	\$ 540 ⁰⁰
Y	Y	(1) WatchGaurd 4RE Wireless Download System	\$ 540 ⁰⁰

Single Hi-Fi mic system
5 year warranty

Total Install charges for above "Customer Supplied Items": \$ 1080⁰⁰

ATTENTION: ***

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

*****Decommissioned Items**

Removal Charge

Bidder / Flower Mound

Y/N Y/N

Y Y 1. None

\$ 270⁰⁰

Total removal charges for above "Decommissioned Items": \$ 270⁰⁰

TOTAL Cost of Installation and Materials \$ 28,638⁰⁰

TOTAL BID PRICE

\$ 61,824⁰⁰

(To include all listed equipment and installation)

Warranty: Standard Manufacturers warranty. Please specify.

5 YEAR Parts. Service Life of Vehicle - Labor.

GM 3yr/36K Bumper to Bumper, 5yr/100K Drive Train

COMMENTS

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



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 18, 2019

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of three (3) 2019 Ford F350 Cab and Chassis, Dual Wheel with Dumpbed per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.

BACKGROUND INFORMATION: The Streets Division of the Public Works Department is requesting the purchase of three (3) New Ford F350 1-Ton Cab and Chassis, Dual Wheel with Dumpbed Trucks per Town of Flower Mound Specifications in the amount of \$48,915.00 each (Total \$146,745.00) from Sam Pack's Five Star Ford through an existing interlocal agreement with Tarrant County using Tarrant County Contract 2019-014. One (1) vehicle is part of the approved Fiscal Year 2018-2019 Vehicle Equipment Replacement Fund (VERF) budget replacing unit #9224-29. Two (2) vehicles are part of the approved FY18-19 Public Works Department Budget and are additions to the Town's Fleet Inventory.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$146,745.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$48,915.00	565-450-84500-6130 - VERF
\$48,915.00	100-690-92240-6130 (Pavement Maint)
\$48,915.00	230-690-94100-6130 (Drainage & ROW)

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Quote
3. Specifications

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



Bid Award Recommendation

**Co-op Contract:
Tarrant County Contract 2019-014**

Date: 01-23-2019

Description: New 1 ton cab and Chassis, Dual Wheel w/Dump Body

QTY: Three (3)

Replaces: 9224-29

New: 2 units

Bidder #1: 5-Star Ford in Carrollton

Kevin Moore 888-835-3389

Item bid: New Ford 1 ton Cab and Chassis w/Dumpbed
Per: TOFM specifications

Total cost per unit: \$ 48,915.00

Total for Qty:3 Units: \$146,745.00

It is Fleet Services recommendation to award the bid to **5-Star Ford** as the lowest responsible bidder in the amount of **\$146,745.00**.

H. Deats Stewart
Fleet Services Manager

01-23-2019
Date

Sam Pack's Ford 16350 Highway 190, Suite 7500 (817) 244-9100 (817) 244-9101 FAX (817) 244-9102					
CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT					
Cars and Light Trucks					
Team Members – Kevin Moore - Jorge Guerra - Alan Rosner					
TARRANT COUNTY CONTRACT 2019-014					
End User: <u>TOWN OF FLOWER MOUND</u>			Sam Pack's Rep: <u>KEVIN MOORE</u>		
Contact: <u>DEATS STEWART</u>			Date: <u>1.16.19</u>		
Contact TNEmail _____			Phone # _____		
Product Description: <u>2019 F350 CAB AND CHASSIS</u>			Exterior Color / Interior		<u>WHITE</u>
A. Bid Series: <u>L 5B</u>			Base Price:		\$ 26,355.00
B. Published Options (Itemize Each Below)					
Code	Description	Bid Price	Code	Description	Bid Price
	AUTO/AC	Included			
	POWER GROUP	Included			
	CRUISE CONTROL	Included			
	2YR STATE INSPECTION	Included			
	XL EQUIPMENT GROUP	Included			
	SPARE TIRE AND WHEEL	Included			
	WHITE IN COLOR	Included			
	VINYL INTERIOR	Included			
Total of B. - Published Options					\$ -
C. Ford Factory Published Options					
Code	Description	Bid Price	Code	Description	Bid Price
	SYNC SYSTEM	\$295.00			
	84" CA CHASSIS	\$495.00			
	TRAILER TOW PREP	\$ 275.00			
Total of C. - Dealer Published Options					\$ 1,065.00
D. Fleet Quote					
Code	Description	Bid Price	Code	Description	Bid Price
	WHELEN LEGACY LIGHT BAR AND FOUR CORNERS AMBER	\$2,355.00			
	KNAPHEIDE DUMP BODY PER CUSTOMER SPECS TV3942	\$18,965.00			
	1 EXTRA KEY	\$175.00			
Total of D. - Off Menu Options					\$21,495.00
F.	Delivery Charges	<u>0 Miles @ \$2.45/mile</u>			\$ -
G.	Option Discounts				\$ -
H.	Total of A + B + C + D + E = F				\$ 48,915.00
I.	Floor Plan Assistance				\$0.00
J.	Lot Insurance Coverages				\$0.00
K.	Quantity Ordered	<u>1</u>	X F =		\$ 48,915.00
L.	Administrative Fee				\$ -
M.	Non-Equip Charges & Credits				\$ -
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$48,915.00

Town of Flower Mound

PURCHASING SPECIFICATIONS SPECIFICATION NO.:CG-070-63-09100

ITEM: **New One (1) Ton Regular Cab, Cab/Chassis, Dual Wheel
W/dump body, Behind the cab Storage Space Pak, hyd. liftgate**

Revised: Oct. 8, 2018

DESCRIPTION:

**This specification is intended to describe for acquisition purposes by the
Town of Flower Mound, 1 Ton regular cab, cab/chassis complete w/dump
body and Behind-the-Cab Storage Space Pak.**

REQUIREMENTS:

- 1. Manuals: One (1) each --- Parts, Service, Operator
(One (1) set per unit class, NOT per each unit.)**

****These manuals MUST accompany the 'delivery documents' at time of
unit(s) delivery.**

*****ATTENTION !!!:**

**It is the intent of the Town of Flower Mound to satisfy the requirements
setforth by the EPA (Environmental Protection Agency) whenever
purchasing new vehicles and/or equipment. Therefore, bidders are required
to indicate below if the units bid, 'Are' or 'Are Not' EPA LEV (Low Emission
Vehicle) certified.**

BIDDER INSTRUCTION:

(Indicate by placing a check in the appropriate box):

- ☒ **Yes** ☐ **No** **1. Unit(s) bid, are EPA LEV certified.**
- ☒ **Yes** ☐ **No** **2. Unit(s) bid, are not EPA LEV certified, but do 'meet or exceed'
certification requirements.**

NOTE:

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

DRIVE TRAIN

- ☒ Yes ___ No 1. Engine: Min. 6.0 liter V-8 equivalent, gasoline.
- ☒ Yes ___ No 2. Automatic Transmission, Allison or equal
- ☒ Yes ___ No 3. Min. 30 gallon fuel tank capacity.
- ☒ Yes ___ No 4. Heavy Duty Towing Package (to incl: heavy duty radiator, oil cooler, transmission cooler, pre-wired chassis.
- ☒ Yes ___ No 5. Dual Rear Wheels
- ☒ Yes ___ No 6. GVWR : Minimum 13,500 lb.
- ☒ Yes ___ No 7. Power Brakes
- ☒ Yes ___ No 8. Wheelbase Minimum 165" (approx.) State WB _____
- ☒ Yes ___ No 9. 84" C.A. or equivalent to accommodate Space Pak and dump body.

TIRES AND WHEELS

- ☒ Yes ___ No 1. Tires: LT235/85R16HT (or equivalent)
- ☒ Yes ___ No 2. Full size spare
- ☒ Yes ___ No 3. Center wheel covers

CAB & EQUIPMENT

- ☒ Yes ___ No 1. Power Steering
- ☒ Yes ___ No 2. Intermittent wipers
- ☒ Yes ___ No 3. Painted O.E.M. Fleet White
- ☒ Yes ___ No 4. Seats: Bench type with vinyl covering, blue interior.

- ☒ Yes ☐ No 5. Air Conditioning
- ☒ Yes ☐ No 6. Radio: Standard AM / FM
- ☒ Yes ☐ No 7. Two (2) towing mirrors (one mounted each side)
- ☒ Yes ☐ No 8. Power door locks (if available from OEM)
- ☒ Yes ☐ No 9. Power windows (if available from OEM)

INSPECTION

- ☒ Yes ☐ No 1. Current Texas Vehicle State Inspection when delivered
(2 year certificate if available)

OTHER

- ☒ Yes ☐ No 1. Full Floor Covering
- ☒ Yes ☐ No 2. One (1) set of parts and service manuals per bid (not per vehicle)
- ☒ Yes ☐ No 3. Three (3) sets of keys
- ☒ Yes ☐ No 4. Whelen lightbar 52" #9004SL 4-strobe, all amber (or equivalent)
- ☒ Yes ☐ No 5. Heavy Duty minimum class III receiver hitch w/drawbar and 2" ball/pintle hook combination. Hitch with drawbar attached must be mounted in a location that will not interfere with dumped operation at any bed position.

DUMP BODY & STORAGE SPACE PAK

- ☒ Yes ☐ No 1. 2 to 3 yard contractors dump body, 9 ft. with cab protector over top of space pak
- ☒ Yes ☐ No 2. Body painted O.E.M. fleet white to match truck
- ☒ Yes ☐ No 3. Rawson/Koenig Space Pak # SPK552420 mounted behind cab, (or *equivalent).
*Equivalent must have same compartment configuration as requested RK Service Pak.

☒ Yes ☐ No 4. Tommy Gate hydraulic dump-through 1600 # lift-gate,
(painted O.E.M. fleet white to match dump body.)

Warranty: Standard Manufacturers warranty. Please specify.

3yr/36K Bumper - Bumper 5yr/60K powertrain

COMMENTS

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



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 18, 2019

FROM: Sabrina Zadow, Purchasing Manager

ITEM: Consider approval of the purchase of two (2) 2019 Ford F250 Extended Cab Pickup Trucks with options per Town of Flower Mound Specifications and Quote from Sam Pack's Five Star Ford.

BACKGROUND INFORMATION: The Park Services Department is requesting the purchase of two (2) New Ford F250 Extended Cab Pickup Trucks with options in the amount of \$27,081.00 each (Total \$54,162.00) from Sam Pack's Five Star Ford through an existing interlocal agreement with Tarrant County using Tarrant County Contract 2019-014. These vehicles are part of the approved Fiscal Year 2018-2019 Vehicle Equipment Replacement Fund (VERF) budget and replace units #3300-93 and #3300-99.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$54,162.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$54,162.00	565-450-84500-6130 - VERF

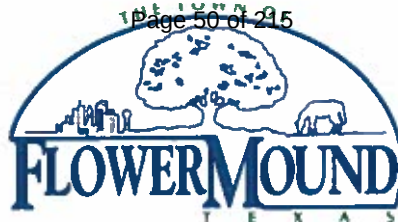
Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Quote
3. Specifications

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



Bid Award Recommendation

Co-op Contract: Tarrant County Contract 2019-014

Date: 01-23-2019

Description: New 3/4 ton Extd cab pickup w/full size bed

QTY: Two (2)

Replaces: 3300-99 & 3300-93

Bidder #1: 5-Star Ford in Carrollton

Kevin Moore 888-835-3389

Item bid:	New Ford ¾ ton Extended Cab Pickup w/Long bed Per: TOFM specifications	\$25,891.00 ea.
	Total Qty:2) pickups:	\$51782.00

To include: OPTIONS: (Per Unit installed)

H.D. Rawson Koenig louvered headache rack (Qty:2)	\$ <u>475.00ea.</u>
---	---------------------

H.D. Rawson Koenig across-the-bed tool box (Qty: 2)	\$ <u>715.00 ea.</u>
Options total:	\$ 2,380.00

Total for Qty:2 pickups plus Options:	\$ 54,162.00
--	---------------------

It is Fleet Services recommendation to award the bid to **5-Star Ford** as the lowest responsible bidder in the amount of **\$54,162.00.**

H. Deats Stewart
Fleet Services Manager

01-23-2019
Date

Town of Flower Mound

PURCHASING SPECIFICATIONS SPECIFICATION NO.:070-63-08606

**ITEM: New Heavy Duty 3/4 Ton Pickup,
2 wheel drive, Extended Cab, Long Bed**

Revised: Jan. 3, 2019

FUNCTION: Field Vehicle

REQUIREMENTS:

1. Manuals: One (1) each --- Parts, Service, Operator (CD ROM if available)
(One (1) set per unit class, NOT per unit.)

****These manuals MUST accompany the 'delivery documents' at time of
unit(s) delivery.**

*****ATTENTION !!!:**

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

- ☒ Yes ☐ No 1. Unit(s) bid are E-85 Flex-Fuel engines
- ☒ Yes ☐ No 2. Unit(s) bid, are EPA LEV (Low Emmissions Vehicle) certified.

NOTE:

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

DRIVE TRAIN

- ☒ Yes ☐ No 1. Engine: Gasoline, minimum 5.4 liter V8 cylinder.
- ☐ Yes ☐ No 2. Automatic Transmission
- ☒ Yes ☐ No 3. Fuel tank: 20 gal.minimum
- ☐ Yes ☐ No 4. H.D. battery, minimum 600 CCA @ 0 degree F.

- ☒ Yes ___ No 5. GVWR #9600 minimum
- ☒ Yes ___ No 6. Power Brakes
- ☒ Yes ___ No 7. Wheelbase to accommodate unit w/8 ft. bed
- ☒ Yes ___ No 8. H. D. alternator, minimum 100 amp.

TIRES AND WHEELS

- ☒ Yes ___ No 1. Tires: Radial highway tread
- ☒ Yes ___ No 2. Full size spare tire with jack
- ☒ Yes ___ No 3. Standard hub covers

CAB & EQUIPMENT

- ☒ Yes ___ No 1. Power Steering
- ☒ Yes ___ No 2. Factory Tinted glass (All)
- ☒ Yes ___ No 3. Intermittent wipers
- ☒ Yes ___ No 4. Exterior Paint: OEM Fleet White
- ☒ Yes ___ No 5. Rear Step Bumper
- ☒ Yes ___ No 6. Seats: Bench type vinyl, front & rear, blue or dark gray interior.
- ☒ Yes ___ No 7. Air Conditioning
- ☒ Yes ___ No 8. Radio: Standard AM / FM

INSPECTION

- ☒ Yes ___ No 1. Current Texas Vehicle State Inspection when delivered
(2 year certificate)

OTHER

- ☒ Yes ___ No 1. Full Rubber Floor Covering
- ☒ Yes ___ No 2. H.D. Rubber Floor mats to match covering

☒ Yes ☐ No 3. H.D. Trailer Towing Package to include but not limited to minimum Class IV hitch w/drawbar and 2" ball, trailer braking system w/brake controller mounted inside cab, under dash. Factory 7-wire socket mounted at rear bumper location.

Yes ☒ No ☐ 4. Three (3) sets of keys

Yes ☒ No ☐ 5. Spray-in bed liner to include bed walls and tailgate

OPTIONS (Includes installation costs) **Price**
(Do not include option costs in pickup total price)

- | | |
|---|-----------------|
| 1. Heavy Duty locking across the bed tool box (Rawson/Koenig) | <u>715</u> |
| 2. Heavy duty locking side tool boxes (Rawson/Koenig) | <u>985 pair</u> |
| 3. H.D. headache rack (Rawson/Koenig) | <u>475</u> |

Warranty: Standard Manufacturers warranty. Please specify.

3yr/36K Bumper/Bumper 5yr/60K PowerTrain.

COMMENTS/EXCEPTIONS:

Use this page to explain any line items that you marked 'NO' on above specifications:



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 18, 2019

FROM: Brian Waltenburg, PE, Assistant Director of Engineering

ITEM: 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.

BACKGROUND INFORMATION: On July 24, 2018, bids were received and opened (Bid # 2018-103-B) for the Skillern Road (Flower Mound Road to Riverhill) project. Pavecon Public Works submitted the lowest qualified bid of the six responding bidders at a base bid of \$562,559.40.

On November 8, 2018, Change Order No. 1 was approved for the 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 \$9,462.50. This increase in contract price was reimbursed by Toll Brothers.

Change Order No. 2 allows for additional work and materials required to prepare subgrade failures, extending the storm water system due to damage at the existing pipe's tie in location, and the removal of a light pole base in conflict with the road. If approved, this change order will increase the contract amount from \$572,021.90 to \$607,672.88.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$35,650.98

Proposed Expenditure/(Revenue):	Account Number(s):
\$35,650.98	520-220-70100

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 2

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

CHANGE ORDER No. 2

Effective Date: Upon execution by the Town Manager

Owner: Town of Flower Mound

Contractor: PaveCon Public Works

Project: Skillern Road

CHANGE ORDER NO. 2

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
6P	Unclassified Excavation	CY	Add	275	\$ 26.00	\$ 7,150.00
7P	Remove Existing Concrete Paving	SY	Add	14	\$ 6.70	\$ 93.80
9P	8" Thick Lime Stabilized Subgrade	SY	Add	14	\$ 7.50	\$ 105.00
11P	8" Thick Reinforced Concrete Paving (4,200 psi)	SY	Add	14	\$ 60.50	\$ 847.00
5D	18" Reinforced Concrete Pipe	LF	Add	21	\$ 180.00	\$ 3,780.00
CO2-A	Import and Compact Flexbase	TON	Add	323	\$ 44.08	\$ 14,237.84
CO2-B	2" Additional Concrete	SY	Add	518	\$ 15.13	\$ 7,837.34
CO2-C	Light Pole Base Removal	EA	Add	1	\$ 750.00	\$ 750.00
CO2-D	Light Pole Base Flow Fill	EA	Add	1	\$ 850.00	\$ 850.00
SUBTOTAL						\$ 35,650.98

JUSTIFICATION

Change Order No. 2 provides for the following:

Items 6P, CO2-A, & CO2-B allow for additional work and materials required to prepare subgrade. The additional work and materials were not included in the original scope of construction.

Items 7P, 9P, 11P, & 5D allow for additional work required to tie in the storm water system to an existing pipe. The existing pipe's condition at the tie in location was poor and needed to be replaced. The replacement required the removal and replacement of concrete paving not included in the original scope of construction.

Items CO2-C & CO2-D allow for additional work associated with the removal of a light pole base. The base removal was not included in the plans. The removal is required due to its location and conflicting with proposed paving.

REVISED CONTRACT AMOUNTS

Original Contract	\$ 562,559.40
Change Order #1	\$ 9,462.50
Change Order #2	\$ 35,650.98
Revised Contract Price	\$ 607,672.88

Recommended

for Approval



 Brian Waltenburg, P.E.
 Assistant Director of Engineering

1/14/19

Date



Contractor

Vice President

Contractor Title

1/14/19

Date

Approved

 Steve Dixon
 Mayor

Date



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: February 18, 2019

FROM: Blake Hummel, PE, Senior Project Engineer

ITEM: Consider approval of a 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.

BACKGROUND INFORMATION: The Peters Colony Road Roundabout project includes the installation of an approximately 100' inscribed circle diameter roundabout at the intersection of Quail Run Road, Auburn Drive and Peters Colony Road. Right-Of-Way acquisition will be required along with several minor utility adjustments. The Town's Master Planned 8' Multi-Use Trail along the north side of Quail Run Road and east side of Auburn Drive & Peters Colony Road will have corresponding crosswalks through the proposed roundabout. Landscaping is anticipated to be provided with the scope of the project. The Garden Ridge Boulevard Through Lane (at FM 3040) project includes installation of a 265-foot long southbound left turn lane on Garden Ridge Boulevard at FM 3040 and reworking/restriping the intersection to provide for a right turn lane, two through lanes and a left turn lane for southbound traffic. This will mirror northbound traffic through the intersection. A crosswalk and pedestrian push button will be reconstructed to meet ADA requirements. The scope of the professional service agreement includes the preparation of design plans, specifications, cost estimating, ROW preparation, and contract documents for bidding.

FISCAL IMPACT: \$155,985.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$60,000.00	550-117-77200 Garden Ridge
\$95,985.00	531-220-70200 Peters Colony

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

LEGAL REVIEW: The Town's standard professional services agreement form documents, prepared by of 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
WADE TRIM, INC.**

This contract is entered into on this 18th 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 **Wade Trim, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 3575 Lone Star Circle, Suite 410, Fort Worth, TX 76177.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Peters Colony Road Roundabout & Garden Ridge Boulevard Through Lane at FM3040 projects; 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 Peters Colony Road Roundabout & Garden Ridge Boulevard Through Lane at FM3040 project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed One Hundred Fifty-Five Thousand Nine Hundred Eighty Five and No/100 Dollars (\$155,985.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

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

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

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

IV. **Revisions of the Scope of Services**

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

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

V. **Term**

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

VI. **Contract Termination Provision**

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

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

VII. Ownership of Documents

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

VIII. Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

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

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

X.

Successors and Assigns

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

XI.

CONSULTANT's Liability

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

XII.

Indemnification

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

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

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

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

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.
Confidential Information

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

XIX.
Notice Information

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

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

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

David Speicher, P.E.
 Vice President
 Wade Trim, Inc.
 3575 Lone Star Circle, Suite 410
 Fort Worth, Texas 76177
 682-237-7718 Telephone

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

XX.

Applicable Law

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

XXI.

Non-Discrimination

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

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

XXII.

Arbitration

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

XXIII.

No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

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

XXX.

No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

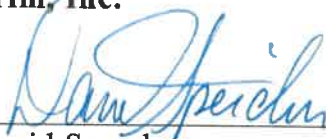
By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Wade Trim, Inc.

By: 
Name: David Speicher
Title: Vice President

Date Signed: 1/18/19

State of Texas §
 §
County of Denton §

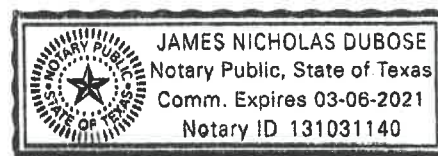
This instrument was acknowledged before me on the 18th day of January, 2019, by David Speicher in his capacity as Vice President of Wade Trim, Inc., a , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Vice President of Wade Trim, Inc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18th
DAY OF Jan, 2019.

My Commission Expires:

3/6/21


Notary Public, State of Texas





Wade Trim, Inc.

3575 Lone Star Circle, Suite 410 • Fort Worth, TX 76177
682.237.7718 • www.wadetrim.com

January 16, 2019

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

Attention: Mr. Blake Hummel, P.E.
Senior Project Engineer

Re: Garden Ridge Blvd. and Peters Colony Roadway Improvements
Proposal for Professional Engineering Services

Dear Mr. Hummel:

We appreciate this additional opportunity to perform engineering services for the Town of Flower Mound's Garden Ridge Boulevard intersection improvements and Peters Colony Round-About Project. Garden Ridge Boulevard intersection improvements - The Town is requesting engineering consulting services for the design of the intersection to allow for one left turn lane, two thru lanes, and one right turn lane including crosswalk replacement, TxDOT permit and utility adjustments. Peters Colony Round-About Project - The Town is requesting engineering consulting services for the design of a Round-About at the intersection of Peters Colony, Quail Run and Auburn Drive. Project includes design of approximately 100' inscribed circle diameter, with right-of-way acquisition and utility adjustments.

At your request, we have prepared this Proposal for professional services associated with this design. These services will include Survey, ROW Acquisition, SUE, Construction Plans, Specifications, and Estimates Package (PS&E Package), Bid Phase Services and As-Constructed Drawings.

We propose to perform these services for a lump sum fee in the amount of \$155,985. We can begin work immediately upon receiving authorization to proceed and have the project ready to bid within six months after receiving authorization to proceed.

Please contact our office if you have any questions regarding this Proposal. We appreciate the opportunity to provide these services to the Town of Flower Mound.

Very truly yours,

A handwritten signature in black ink that reads 'David Speicher'.

Dave Speicher, Vice President

DTS;kjc
AAA 8140-17

Flower Mound - Garden Ridge-Peters Colony Prop Ltr 12-16-18.docx
Attachments

Attachment A

Scope of Design Engineering Services

With the above understanding, we propose to provide Project Management functions including conducting meetings with staff. Our Project Manager, David Speicher, will conduct the meeting at 30% and 100% completion, and provide the following design engineering services:

1. Right-of-Entry: We anticipate only notifying 3-4 owners at the Peters Colony intersection. A letter requesting right-of-entry will be prepared and submitted to the Town for review and approval. Once approved, the letters will be sent to the owners via U.S. mail. If a parcel must be accessed, and the land owner is non-responsive or becomes hostile, we may request the assistance of the Town to resolve the matter.
2. Topographic Alignment Survey and Right-of-Way Determination: The scope of this proposal will include an on the ground survey for both sites under the direct supervision of a Registered Professional Land Surveyor. The limits of the topographic survey shall be from right-of-way to right-of-way, plus 25 feet on each side. We will survey the existing trees within the right-of-way.
3. ROW Acquisition- We anticipate ROW acquisition on Peters Colony from three (3) lots.
 - Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for up to Three (3). Deliver three (3) originals to the City.
 - Prepare exhibits with field notes and drawings.
 - Set new iron pins at all new corners, PC's and PT's of new easements.
4. Subsurface Utility Engineering: We propose to provide Level B SUE and existing utility layout of the project area for utility identification on both sites in advance of reconstruction of the existing roadway.

Services include:

- Quality Level-D (QL-D) - Existing utilities are plotted from review of available existing records.
- Quality Level-C (QL-C) - Surface Visible Feature Survey correlating QL-D information and existing surface features.
- Quality Level-B (QL-B) - Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B Deliverable (Horizontal alignment). Following field investigation and direct inductive methodology for accurately locating known facilities, our team will perform passive sweeps in detailed paths spanning the proposed expansion clearing the site of unknown utilities.
- Quality Level-A (QL-A) - Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing

specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey. NOT Provided

5. Construction Plans: Prepare the Plans on both sites for the design of the intersection improvements. This will include Plans and Estimates. We will coordinate with staff and franchise utilities serving the area to minimize conflict during design and construction. It is estimated the design plans will be approximately 38 pages and include:
 - Cover Sheet
 - Quantity Summary Sheet
 - Construction Notes
 - Survey Control Sheet
 - Right-Of-Way Sheets
 - Subsurface Utility Engineering Sheets
 - Demolition Plans
 - Typical Section
 - Paving Plan and Profile Sheets
 - Cross-Sections (every 50')
 - Signing and Pavement Marking Plan Sheet
 - Traffic Signal Modification Plan (showing new ped signal/push button and conduit for the east-west crossing along the north side of FM3040 only) for City pedestrian signal modifications can be incorporated into the plans for the contractor awardee the project to adjust
 - Construction Details
 - Landscape, Grading and Irrigation Plans
 - Traffic Control Sheets
 - Soil Erosion and Sedimentation Control Sheets
6. Specifications: Prepare written specifications and contract documents utilizing Town of Flower Mound's Contract Documents, Specifications and Details for all work proposed on both sites. We will utilize TxDOT, NCTCOG and Wade Trim specifications where needed and/or required.
7. TxDOT Permit: Prepare access permit for submittal to TxDOT for the Garden Ridge Intersection.
8. Bid Phase Services: For both sites prepare a complete set of bid documents, including the contract documents and technical specifications, for the Town's use in bidding the Project. Assist the Town in the bidding of the project. Included are issuing the bid advertisement and preparing the bid documents and addendums, as required. Not included are tabulating the bids and making a recommendation of award and developing notice of award and notice to proceed documents.
9. As-Constructed Drawings: Wade Trim proposes to provide the Town with As-Constructed Engineering Documents.

Assumptions include:

- No drainage improvements or calculations are anticipated to be required on Garden Ridge. Peters Colony may require some drainage.
- Our scope includes a minor modification of the concrete traffic separator (if required) on the east leg of FM 3040. The improvements do not include any modifications on the south side of the intersection.
- Scope includes ADA modifications to the curb ramps/push buttons on the north side of the intersection only.
- No Street Lights are proposed only one street light adjustment on Peters Colony.
- The City would address any traffic signal modifications required on the south side of the intersection and the contractor awarded this project would perform the adjustments or modifications on the north side.
- Utility adjustments or modifications are limited to a vertical adjustment of the City's sanitary manhole rim, water main valves and fire hydrant.
- One Public Involvement meeting is anticipated.
- Construction Administration and Project Management are not included.

Attachment B

Compensation

Right-of-Entry	\$ 600
Topographic Alignment Survey and Right-of-Way Determination	\$ 17,508
ROW Acquisition	\$ 6,417
Subsurface Utility Engineering	\$ 9,460
• Quality Level-B (QL-B) - Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B Deliverable (Horizontal alignment). Following field investigation and direct inductive methodology for accurately locating known facilities, our team will perform passive sweeps in detailed paths spanning the proposed expansion clearing the site of unknown utilities.	
Construction Plans	\$ 103,500
• Cover Sheet • Quantity Summary Sheet • Construction Notes • Survey Control Sheet • Right-Of-Way Sheets • Subsurface Utility Engineering Sheets • Demolition Plans • Typical Section • Paving Plan and Profile Sheets • Cross-Sections (every 50') • Signing and Pavement Marking Plan Sheet • Traffic Signal Modification Plan (showing new ped signal/push button and conduit on the south side only) for City Construction Purposes • Construction Details • Landscape, Grading and Irrigation Plans • Traffic Control Sheets • Soil Erosion and Sedimentation Control Sheets	
Specifications:	\$ 14,000
TxDOT Permit	\$ 2,000
Bid Phase Services	\$ 4,200
As-Constructed Drawings	<u>\$ 2,500</u>
Total	\$ 155,985



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: February 18, 2019

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider Approval of the purchase of traffic signal poles, in the estimated annual amount of \$400,000.00, from Consolidated Traffic Control, through the Houston-Galveston Area Council (H-GAC) contract.

BACKGROUND INFORMATION: In order to expedite timely order of traffic signal poles for the Town of Flower Mound, the Transportation Services Division is requesting to use the Houston-Galveston Area Council (H-GAC) contract for purchasing traffic signal poles.

Transportation Services has determined that this contract will serve the needs of the Town, and has requested to participate in order to take advantage of the contracted rates. The items available under this contract are traffic signal poles. Orders will be placed on an as needed basis only, and each purchase will be funded by the appropriate CIP project account.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$400,000.00

Proposed Expenditure/(Revenue):

\$400,000.00 estimated annually

Account Number(s):

Various Projects and Accounts

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. N/A

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



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: February 18, 2019

FROM: Tiffany Bruce, P.E., Executive Director of Public Works/Town Engineer

ITEM: **Consider approval of the Third Amended Interlocal Agreement with the Town of Copper Canyon to provide sewer/wastewater services to areas within the Town of Copper Canyon; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: In June 2005, Town staff met with representatives of the Town of Copper Canyon to discuss whether Flower Mound would consider providing sewer/wastewater services to a specific area, known as the Town Center, within the boundaries of Copper Canyon. After receiving a favorable response from Flower Mound, representatives from Copper Canyon began exploring various options for delivering Copper Canyon's wastewater flows to Flower Mound's system.

Other wastewater alternatives had been explored by Copper Canyon; however, conveying Copper Canyon's wastewater effluent through Flower Mound's system was the most cost effective option for Copper Canyon. In addition, the other alternatives that were explored would require Copper Canyon to become a participating member of the Upper Trinity Regional Water District (UTRWD).

Based on the foregoing, in September 2006 Flower Mound and Copper Canyon entered into an interlocal agreement for the provision of sewer/wastewater services for the Town Center area of Copper Canyon. The 2006 interlocal agreement generally provided as follows:

- Responsibility for construction of the wastewater project would be borne by developers or other individuals or entities developing the property to be served.
- In the event of an application to develop the property, both Flower Mound and Copper Canyon would confer and cooperate in addressing any wastewater issues presented by such application. All construction would be in accordance with accepted engineering standards and requirements.
- Copper Canyon would become a customer of Flower Mound, with Copper Canyon billing each of its residents, businesses or other entities directly. Further, all costs associated with monthly billing would be borne by Copper Canyon.

In 2012, a First Amendment to the Interlocal Agreement was approved by The Town of Flower Mound and the Town of Copper Canyon. The amendment retains the provisions contained in the 2006 interlocal agreement with the addition that any obligation of Flower Mound to provide wastewater services expiring on January 1, 2014, in the event construction of wastewater infrastructure has not been completed by such date.

The Second Amendment was approved in October 2013 and provided that sewer/wastewater service shall expire as of March 1, 2014, and in the event that the infrastructure as required by the prior agreement and amendments has not been complete then Flower Mound shall have no obligation to provide any sewer/wastewater services to the Town of Copper Canyon.

The Third Amendment, as proposed with this item, provides to recognize that the Town of Copper Canyon did complete the improvements in a timely manner and elects for the Town to provide sewer/wastewater services to the Town of Copper Canyon in accordance with the conditions of the agreement and the amendments, including payment of fees and other items related to correcting any repairs in the wastewater infrastructure carrying flows to Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town can elect to recognize that the Town of Copper Canyon did not complete the improvements in a timely manner and decline the proposed amendment to the agreement which would decline accepting wastewater from the Town of Copper Canyon.

FISCAL IMPACT: \$1,820,000 estimated revenue

Proposed Expenditure/(Revenue):	Account Number(s):
(\$1,820,000)	Impact fees

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

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Third Amended Interlocal Agreement with Copper Canyon, as to form and legality.

ATTACHMENTS:

1. Third Amended Interlocal Agreement with Copper Canyon

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

THIRD AMENDED INTERLOCAL AGREEMENT

THIS THIRD AMENDED INTERLOCAL AGREEMENT ("Third Amended Agreement") is entered into by and between the Town of Flower Mound, Texas ("Flower Mound"), and the Town of Copper Canyon, Texas ("Copper Canyon") to be effective on March ___, 2019 (the "Effective Date").

WHEREAS, in or about September 2006, Flower Mound and Copper Canyon entered into an Interlocal Agreement ("2006 Agreement") whereby Flower Mound would provide sewer/wastewater treatment and disposal services to the Town Center within Copper Canyon, as shown on the attached **Exhibit A** (the "Town Center Property"); and

WHEREAS, in 2012, Flower Mound and Copper Canyon amended the 2006 Agreement by adding a termination date of January 1, 2014, among others, as noted in said 2012 amendments to the 2006 Agreement (the "First Amendment"); and

WHEREAS, in 2013, Flower Mound and Copper Canyon amended the 2006 Agreement and First Amendment by adding a termination date of March 1, 2014, among others, as noted in said 2013 amendments to the 2006 Agreement and First Amendment (the "Second Amendment"); and

WHEREAS, it is the intent of both Flower Mound and Copper Canyon that all provisions of the 2006 Agreement, First Amendment, and Second Amendment (collectively, the "Agreement") shall remain in full force and effect except to the extent referenced in this Third Amended Interlocal Agreement; and

WHEREAS, the Texas Interlocal Cooperation Act, contained in Chapter 791 of the Texas Government Code, authorizes Texas local governments to contract with one or more other local governments to perform governmental functions and services under the terms of said Act.

NOW, THEREFORE, THIS THIRD AMENDED INTERLOCAL AGREEMENT is hereby made and entered into by Flower Mound and Copper Canyon for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. The recitals contained in this Third Amended Agreement are true and correct as of the Effective Date, and are incorporated into the body of this Third Amended Agreement for all purposes.
2. The parties hereto agree that (a) the wastewater infrastructure (lines and related structures and appurtenances) that is the subject of the Agreement was timely completed in 2016 and accepted by Flower Mound; and (b) Flower Mound's obligation to provide sewer/wastewater service under the Agreement, as amended herein, has not expired and Flower Mound acknowledges that obligation.

3. Flower Mound agrees that it has sufficient sewer capacity to meets its service obligations to provide sewer service to the Town Center Property, as contemplated and required by the Agreement, as amended herein.
4. Copper Canyon agrees to collect impact fees from the developers of any of the Town Center Property, including collecting impact fees from the developer of that certain approximately 88.05-acre tract of land described on the attached **Exhibit B** as the final plat for each phase of such property is approved.
5. The following provision in Section 2 of the First Amendment shall be deleted in its entirety: "As of January 1, 2014, in the event the construction of any necessary wastewater infrastructure (e.g., lines, lift stations and related structures and appurtenances) as described in the 2006 Agreement has not been completed, if there is a request that Flower Mound provide sewer/wastewater services for any portion of the Town Center area in Copper Canyon, then Flower Mound may elect that either (i) the property owner, developer or Copper Canyon shall be permitted to pay Flower Mound wastewater impact fees in the amount SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$720,000.00) for sewer/wastewater services to said area; or (ii) the 2006 Agreement and this Amended Agreement shall terminate."
6. Section I.J of the 2006 Agreement shall be amended in its entirety to read as follows: "Both Flower Mound and Copper Canyon acknowledge that this Agreement and the services contemplated herein are premised upon contemplated Copper Canyon wastewater usage and discharges into Flower Mound's wastewater system of a maximum of 400,000 gallons per day. In the event that Copper Canyon wastewater usage and discharges into Flower Mound's wastewater system are more than ten percent (10%) in excess of the capacity contemplated by this Agreement, then Flower Mound may terminate this Agreement upon thirty (30) days written notice to Copper Canyon and shall have no obligation to provide any wastewater services in excess of said amount. In no event shall Flower Mound ever be obligated to provide any services under this Agreement in excess of the wastewater capacity contemplated herein without Flower Mound's express written consent to any such increases in service levels."
7. Exhibit B attached to the 2006 Agreement shall be replaced with the new exhibit attached hereto as **Exhibit C**. Sewer/wastewater service to each tract of land within the Town Center Property will be provided upon payment to Flower Mound of connection fees for such tract of land in the amount set forth on the attached **Exhibit C**, and shall be based on the land use of the tract. Flower Mound agrees to promptly install any necessary wastewater meter for a tract of land upon payment of such connection fees for said tract.
8. Copper Canyon agrees to immediately remediate any infiltration/inflow issue in the wastewater infrastructure (lines and related structures and appurtenances) that is the subject of the 2006 Agreement, to Flower Mound's satisfaction, if Flower Mound reasonably determines that remediation is necessary as a result of infiltration/inflow in such infrastructure, and Copper Canyon shall assume full financial responsibility for such remediation. Copper Canyon shall make all requested repairs prior to the line going in

service. Flower Mound will be responsible for identifying any necessary repairs found and providing those items to Copper Canyon.

9. This Third Amended Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10. The following exhibits are attached hereto and incorporated herein for all purposes:

- | | |
|------------------|--|
| Exhibit A | Town of Copper Canyon Zoning Map in Effect on the Effective Date of this Third Amended Agreement |
| Exhibit B | Legal Description of 88.05-Acre Tract |
| Exhibit C | Update to Exhibit B of the 2006 Agreement |

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THE 18TH DAY OF FEBRUARY, 2019.

Steve Dixon, Mayor
Town of Flower Mound, Texas

ATTEST:

Theresa Scott, Town Secretary
Town of Flower Mound, Texas

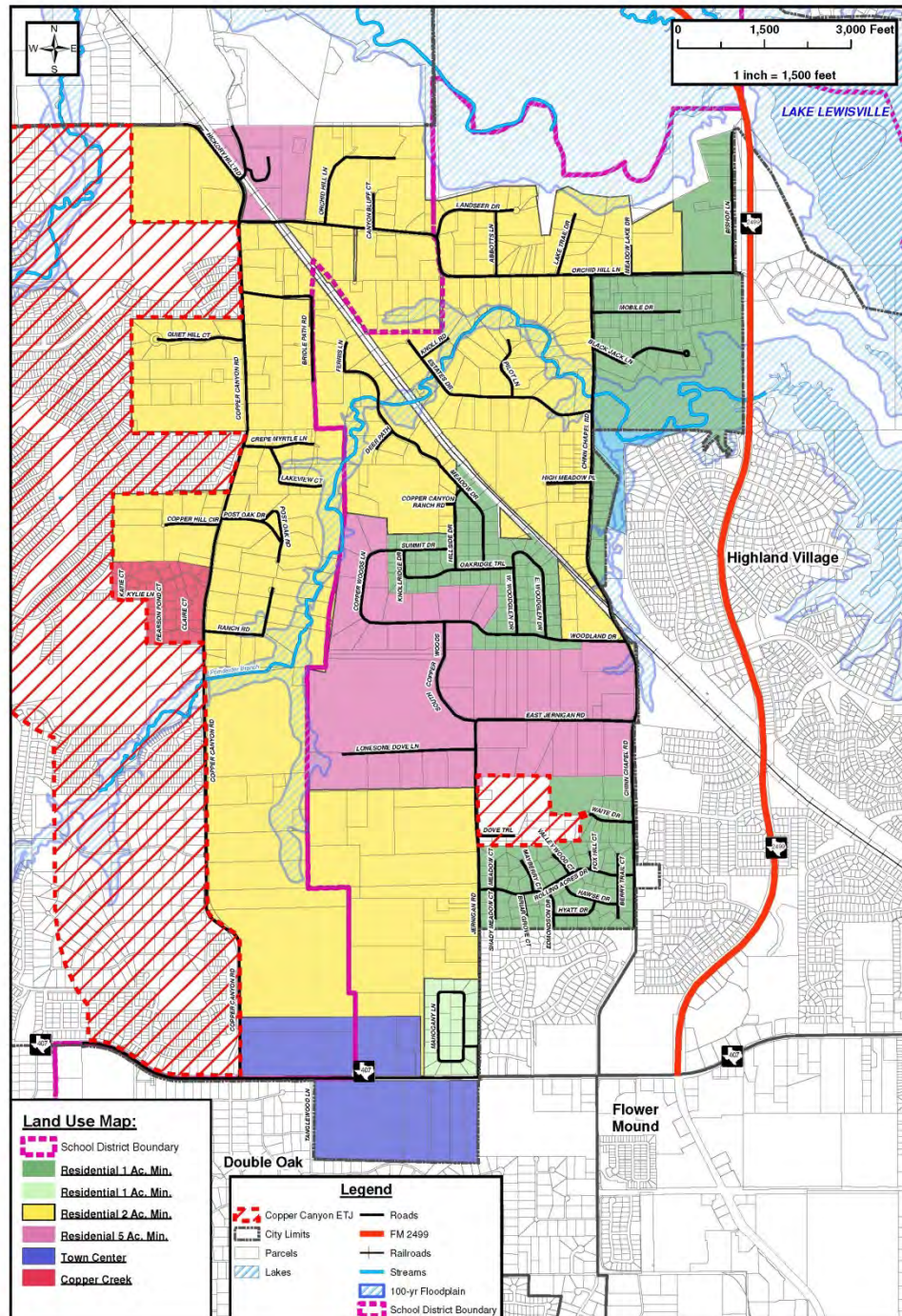
PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF COPPER CANYON, TEXAS, ON THE ____ DAY OF _____, 2019.

Sue Tejml, Mayor
Town of Copper Canyon, Texas

ATTEST:

Sheila Morales, Town Secretary
Town of Copper Canyon, Texas

Exhibit A
Town of Copper Canyon Zoning Map in Effect on the Effective Date



1001 Cross Timbers, Ste 2020
 Flower Mound, Texas 75028
 Main: 972-956-0801
 Fax: 972-956-0842

COPPER CANYON
 TOWN CENTER LOCATION MAP JAN 2019

COPPER CANYON
TEXAS
 400 Woodland Drive
 Copper Canyon, Texas 75077
 Main: 972-241-2677 Fax: 972-241-2727

Document Path: W:\GIS\2019\2019-01-20\Map\CC_Map\10171718.mxd

Exhibit B
Legal Description of 88.05-Acre Tract of Land in Copper Canyon (Toll Bros. Property)

LAND DESCRIPTION

BEING a tract of land situated in the T. & P. R.R. Survey, Abstract No. 1298, City of Copper Canyon, Denton County, Texas and being all of Lot 1, Block A of the Vickery Farms Addition, an addition to Denton County as recorded in Cabinet Q, Slide 223 of the Plat Records, Denton County, Texas (P.R.D.C.T.) and being all of a tract of land described in instrument to P.M. Vickery Family Limited Partnership as recorded in Volume 4035, Page 1492 of the Deed Records, Denton County, Texas (D.R.D.C.T.) and being the remainder of a 32 acre tract of land described in instrument to Paul B. Vickery and wife, Marjory Kent Vickery as recorded in Volume 457, Page 28 (D.R.D.C.T.) and being all of a tract of land described in instrument to K Bar P Partners, L.P. as recorded in Volume 5376, Page 3746 (D.R.D.C.T.) and being a portion of a tract of land described in instrument to Journey Church as recorded in Instrument No. 2010-15610 (D.R.D.C.T.) and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the northwest corner of the P.M. Vickery Family Limited Partnership tract, said point being on the south right of way line of FM 407 (a variable width right of way);

THENCE, along the south right of way line of FM 407 the following;

North 89 degrees 53 minutes 11 seconds East, a distance of 805.66 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 89 degrees 38 minutes 11 seconds East, a distance of 775.81 feet to a point at the northeast corner of said P.M. Vickery Family Limited Partnership tract and the northwest corner of Lot 1, Block A of the Vickery Farms Addition from which a 3/8 inch iron rod found bears North 00 degrees 10 minutes 39 seconds West a distance of 1.35 feet;

North 89 degrees 38 minutes 11 seconds East, a distance of 220.86 feet to a 5/8 inch iron rod found with 3-1/4" TXDOT Aluminum Cap

South 00 degrees 22 minutes 13 seconds East, a distance of 8.87 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 89 degrees 38 minutes 58 seconds East, a distance of 198.51 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the northeast corner of said Lot 1 Block A and the northwest corner of the Paul B. Vickery and wife, Marjory Kent Vickery remainder tract;

North 89 degrees 39 minutes 24 seconds East, a distance of 41.46 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the northeast corner of said Paul B. Vickery and wife, Marjory Kent Vickery tract and the northwest corner of the K Bar P Partners, L.P. tract;

North 89 degrees 39 minutes 02 seconds East, a distance of 608.57 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the northeast corner of said K Bar P Partners, L.P. tract and the northwest corner of the Journey Church tract;

THENCE, departing the south right of way line of said FM 407, South 00 degrees 10 minutes 49 seconds East, a distance of 907.15 feet along the west line of said Journey Church tract to a point for corner;

THENCE, departing the west line of said Journey Church tract, North 89 degrees 49 minutes 11 seconds East, a distance of 167.12 feet to a point for corner;

THENCE, South, a distance of 18.57 feet to a point for corner;

THENCE, North 89 degrees 49 minutes 11 seconds East, a distance of 44.86 feet to a point for corner on the east line of said Journey Church tract;

THENCE, South 00 degrees 10 minutes 49 seconds East, a distance of 500.62 feet to a point for corner at the southeast corner of said Journey Church tract, said point being on the north line of the Cross Timbers Estates Fourth Section, an addition to Denton County as recorded in Cabinet J, Page 195 (P.R.D.C.T.);

THENCE, along the north line of said Cross Timbers Estates Fourth Section and the north line of Cross Timbers Estates Third Section, an addition to Denton County as recorded in Cabinet A, Page 150 (P.R.D.C.T.) the following;

North 89 degrees 38 minutes 36 seconds West, a distance of 211.93 feet to a 1/2 inch iron rod found at the southwest corner of said Journey Church and the southeast corner of the K Bar P Partners, L.P. tract;

North 89 degrees 38 minutes 40 seconds West, a distance of 608.83 feet to a 1/2 inch iron rod found at the southwest corner of said K Bar P Partners, L.P. tract and the southeast corner of the Paul B. Vickery and wife, Marjory Kent Vickery remainder tract;

North 89 degrees 38 minutes 36 seconds West, a distance of 49.15 feet to a point for corner at the southwest corner of said Paul B. Vickery and wife, Marjory Kent Vickery remainder tract and the southeast corner of Lot 1, Block A of the Vickery Farms Addition from which a 1/2 inch iron rod found bears North 00 degrees 44 minutes 16 seconds West a distance of 0.32 feet;

North 89 degrees 37 minutes 00 seconds West, a distance of 104.79 feet to a 1 inch iron rod found;

North 88 degrees 56 minutes 30 seconds West, a distance of 306.82 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southwest corner of said Lot 1, Block A and the southeast corner of the P.M. Vickery Family Limited Partnership tract;

North 88 degrees 56 minutes 30 seconds West, a distance of 1579.93 feet to a 3/8 inch iron rod found at the southwest corner of said P.M. Vickery Family Limited Partnership tract;

THENCE, along the west line of said P.M. Vickery Family Limited Partnership tract, North 00 degrees 15 minutes 24 seconds West, a distance of 1380.49 feet to the POINT OF BEGINNING and CONTAINING 88.05 Acres or 3,835,310 Square feet of land, more or less.

Exhibit C
Updated Exhibit B to 2006 Agreement

<u>Use</u>	<u>Meter Size</u>	<u>Connection Fee/Meter</u>
Office/Church	1"	\$5,255
SF Residential (Town Center South - South of FM 407)	1"	\$5,255*
Retail/Office (All Commercial Uses)	1"	\$5,255
SF Residential (Town Center North - North of FM 407)	¾"	\$4,204
Government/Civic/School	1"	\$5,255

*Note:

Meter size is based on the type of development and are typical for the types of development listed. Upon revocation of the Fire Hydrant Moratorium enacted by Cross Timbers Water Supply Corporation, SF Residential meters will be reduced to ¾" meters and the Connection Fee reduced, accordingly, to \$4,204, provided, however, fire suppression systems will continue to be installed in all homes over 5,000 square feet and will continue to require 1" services.



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: February 18, 2019

FROM: Richard Brown, Senior Planner

ITEM: 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 District (O) uses, and with certain modifications and exceptions to the Code of Ordinances, and consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement, and authorization for Mayor to execute same on behalf of the Town. The property is generally located south of Dixon Lane and east of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 11, 2019, meeting.)*

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

Staff updated the Planning and Zoning Commission that one additional piece of correspondence in opposition to the request was received after posting of the agenda item for the February 11, 2019 public hearing. The email was forwarded to the PZ mailbox for access to Commission members. Additionally, there were citizens that spoke of related concerns regarding the traffic anticipated to be generated by this development.

SMARTGrowth Fees: Per Ordinance No. 07-17 for Senior Housing, the Town Council may consider certain exceptions to the Town's SMARTGrowth program for a project that meets the senior housing definition and criteria listed in this ordinance. As a part of the zoning planned development application, SMARTGrowth studies such as water and sewer studies were completed. The developer is requesting a reimbursement of the Town's SMARTGrowth study fees in accordance with the language outlined in the excerpt from the senior housing ordinance.

To attract affordable Senior Housing within the Overlay, it is recognized that certain projects that qualify as senior housing due to their size, location, amenities and design, may request potential waivers from some SMARTGrowth Criteria. Any requested waiver shall be evaluated during the development process and action taken thereon by the planning and zoning commission and the town council in accordance with the purposes and objectives contained in the Town's SMARTGrowth program and the need for high quality senior housing. The Town Council may consider certain exceptions from the Town SMARTGrowth Program for a project meeting the above definition and criteria, and submitted under a PD application. Potential exceptions may include:

- Water and wastewater studies
- Traffic Impact Analysis
- Environmental Quality

Park Fees: On August 2, 2018, the Parks Board recommended approval to Town Council that cash, in the amount of \$948,326.40 be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$319,912.00 for the subject project. This item is being forwarded to the Town Council for consideration at the same time as the subject project. A hyperlink for the Parks Board meeting is provided in the attached Planning and Zoning Commission staff report.

Per Ordinance No. 07-17 for Senior Housing, a senior housing development that is located within the overlay district is eligible for a reduction in the Park Fee requirement subject to compliance with the section below.

Due to the nature of Senior Housing, a developer may request a potential exemption from the Town's parkland dedication and park development fee requirements in order to reinvest those funds into the project. Such a request shall be considered by the Town Council concurrent with a zoning PD application.

Park land dedication fee for the proposed development is assessed at forty five percent (45%) of Parks Board recommendation of \$948,326.40 which amounts to \$426,746.88. The developer is required to construct internal and external amenities on the site outlined in Section E of PD-167 using the remaining fifty five percent (55%) of the park land dedication fee in the amount of \$521,579.52. This amount is termed as 'Reinvestment Funds.' If the developer fails to install amenities outlined in Section E of PD-167, the developer shall pay the Reinvestment Funds to the Town prior to issuance of a certificate of occupancy.

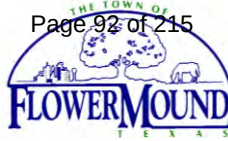
The Town's requirement for park development fee is \$1,388 per dwelling unit. The park development fee in the amount of \$310,912.00 for this project is assessed at one hundred percent (100%). The developer shall pay the reduced park land dedication fee of \$426,746.88 plus \$310,912.00 in park development fee for a total of \$737,658.88 in Park Fees prior to the issuance of a development permit (DEV permit) for this project.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Development Agreement

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

REGULAR ITEM

DATE: February 11, 2019

FROM: Richard Brown, Senior Planner

ITEM: **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 District (O) 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.**

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 exceptions to the Town's regulations which necessitate special consideration by the Commission (see Analysis below).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 15.75 acres in order to create a planned development district with two tracts and specific use standards:

- Tract 1-Approximately 3.45 acres for Office District (O) uses.
- Tract 2-Approximately 12.3 acres to be developed with age-restricted, high-density residential use in compliance with provisions listed within Ordinance No. 07-17 for Senior Housing.

The property is zoned for Agricultural District (A) uses and master-planned for Office. It should be noted that Senior Housing does not require a Master Plan Amendment (see below), but does require zoning.

On [March 6, 2017](#), the Town Council approved a Master Plan Amendment to create an overlay district to address demand for affordable, high-quality, senior housing options for persons 55 years of age or older. Senior housing overlay district was created as a result of immediate need to address the demand for affordable and diverse housing options with quality amenities and services. The adopted Senior Housing ordinance identifies the overlay district to include sites located 2,500 feet on either side of Long Prairie Road (FM 2499) from Justin Road (FM 407) down to the northern boundary of the Lakeside Business District, but not including the Lakeside Business District. The ordinance also

allows Senior Housing use to be considered within any land use category if the property falls within the identified overlay boundary, thus avoiding the need for a Master Plan amendment. The subject site is located within the northern portion of overlay boundary:



Senior Housing is defined as a high quality retirement or active living residential facility designed for persons 55 years of age or older.

- This use includes independent living facilities with high quality amenities, services, and programs.
- Any project proposing such a use shall include deed restrictions on the property limiting residents of the project to 55 years or older in accordance with the Fair Housing Act.
- Any project shall include industry building accessibility standards for the targeted demographic.
- Any project should have easy access to arterial and collector streets, and convenient access to signalized intersections is preferred.
- Any project shall demonstrate appropriate transition to existing land uses. Factors to be considered include building height, setbacks, screening and landscaping, use of open space, among other factors.
- This use does not include “convalescent and nursing homes, hospice care, assisted living, and related institutions.”

As noted above, the site will consist of two tracts with the conceptual site plan providing for the following:

- Tract 1
 - Three two-story office buildings
 - Three amenity areas
- Tract 2
 - Senior housing provided in multiple buildings:
 - One three-story building (Building A) with 210 units
 - Four one-story out-buildings (Buildings B-E), with aggregate density of 14 units.
 - Courtyards with supporting amenities. Other indoor and outdoor amenities include a clubhouse with game room, lounge area, kitchen and dining, salon, dog park, landscaped resident pathways, and covered parking areas.
 - Detached covered pool building
 - Resident access to amenitized off-site retention pond

The conceptual landscape plan provides for required landscape buffers along Dixon Lane (Tract 1) and the future Whyburn Drive (both Tract 1 and Tract 2). The unified design theme, driven by the design features for the senior housing, are structures that

for the most part consist of 100 percent primary masonry and meet the Town's Urban Design Plan. As the Town has not established a parking ratio for senior housing, a parking study has been prepared by the applicant, based in part on other senior housing projects developed and managed by this group. As a result of the analysis, a ratio of 1.2 spaces for each unit will be established; 269 spaces required, and 300 provided.

Access to the property involves a 'phasing' of improvements:

A proposed 60-foot-wide road (Whyburn Drive) along the site's eastern boundary will be provided (by dedication at record plat), connecting Dixon Lane with FM 2499. The applicant will be dedicating their portion of frontage along the eastern property line. Future development of adjacent properties will require dedication to complete the connectivity to FM 2499.

- As Tract 1 will develop at a future date, access to the senior housing (Tract 2) will be along the to-be-dedicated/improved portion of the future Whyburn Drive as well as a temporary connection, thru Tract 1, to Dixon Lane.
- At the time Tract 1 develops, cross access to/from the senior housing tract will remain, however will be enhanced by a second drive approach along Whyburn Drive.
- At buildout of both tracts, there will be three points of ingress/egress along Whyburn Drive and one point along Dixon Lane.

Surrounding land use consists of Valley Creek Church to the west, predominately undeveloped property to the north, across Dixon Lane, transitioning eastward along the right-of-way to Dixon Park. The balance of the site's eastern and southern adjacency is undeveloped.

III. REQUESTED MODIFICATIONS

With respect to Tract 1, the applicant is requesting one modification to the minimum and maximum dimensional regulations for the Office District (O).

Development Standard	Required Office District	Proposed (PD-167) Tract 1
Minimum Lot Area	No minimum	No minimum
Minimum Lot Width	No minimum	No minimum
Minimum Front Yard	No minimum	No minimum
Minimum Rear Yard	15 feet	10 feet
Minimum Side Yard	No minimum	No minimum
Maximum Lot Coverage	50%	50%
Maximum Floor Area Ratio	1:1	1:1
Maximum Height	3/35 feet	3/35 feet

With respect to Tract 2, the applicant is requesting certain modifications to the minimum and maximum dimensional regulations for the Multifamily District (MF) and certain exceptions to the Town standards.

Development Standard	Required Multifamily District	Proposed (PD-167) Tract 2
Minimum Lot Area	2,800 sf	N/A
Minimum Lot Width	60 feet	60 feet
Minimum Front Yard	25 feet	15 feet
Minimum Rear Yard	20 feet	10 feet (see Exception)
Minimum Side Yard	10 feet	10 feet
Maximum Lot Coverage	40%	40%
Minimum Floor Area	700 sf	600 sf w/average of 850 sf
Maximum Height	3/35 feet	3/45 feet

A. Exception to Section 82-302, Compatibility Buffer

A landscape buffer shall be located on the site of the nonresidential use along all property lines adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan.

A brick wall or masonry wall with stucco or mortar wash finish, both exterior finishes being the same, shall be constructed along the property line. Such walls shall have no vehicular access point into or from an alley and shall be a minimum of six feet in height, except that the first 25 feet in from the street line may be stepped down to a minimum height of four feet. For nonresidential and multifamily development (except for churches or schools), the landscaped setback shall consist of a minimum 25-foot landscaped buffer. Understory plants shall be provided in order to achieve a continuous dense six-foot screen. Native shade trees, a minimum of three-inch caliper each, shall be provided at a ratio of one tree per 400 square feet of buffer area.

Tract 2's southern property line abuts property that is zoned an Agricultural District (A), which is considered a residential zoning district. The attached conceptual landscape plan provides for a ten-foot-wide landscape buffer consisting of a solid landscape hedge and fencing, exclusive of a pedestrian gate so as residents may access the required off-site retention pond improvements.

B. Exception to Section 82-303, Compatibility Setback

Nonresidential or multifamily buildings, more than one story, main or accessory, shall be set back from the property line adjacent to an existing or proposed residential use five feet for every one foot of building height. As noted above (Compatibility Buffer exception) the zoning on the property to the south requires a compatibility setback.

The applicant is proposing both one story (60 feet required/ten feet provided) and three-story (205 feet required/75 feet provided) senior housing structures along its southern property line.

Refer to the applicant's letter of intent [Attachment A(2)] for a detailed explanation for each of the requested exceptions. In summary, staff has no concerns with either of the requested exceptions.

On [August 2, 2018](#), the Parks Board recommended approval to Town Council that cash, in the amount of \$948,326.40 be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$310,912.00 for the subject project. The item will be forwarded to the Town Council for consideration at the same time as this zoning request.

As provided for in Ordinance No. 07-17 for Senior Housing:

Due to the nature of Senior Housing, a developer may request potential exemption from the Town's parkland dedication and park development fee requirements in order to reinvest those funds into the project. Such a request shall be considered by the Town Council concurrent with a zoning PD application.

A development agreement that provides for the mechanism for potential exemption of the above referenced parkland dedication and park development fees will be considered by Town Council. Anticipated amenities that would qualify for consideration of this provision may be found within Paragraph E of the proposed development standards [Attachment B(2)].

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

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Parking Study

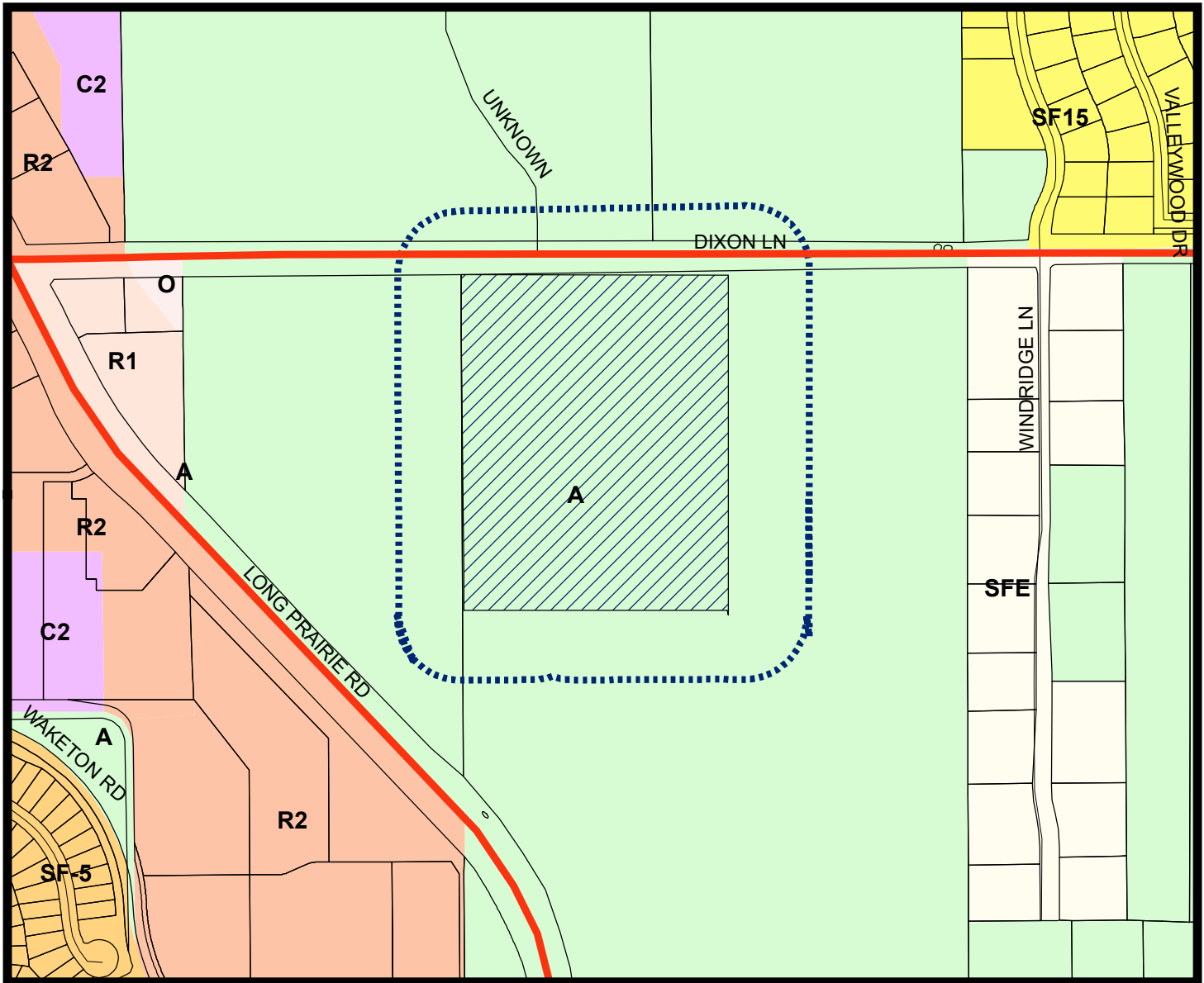
B. Application Details

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

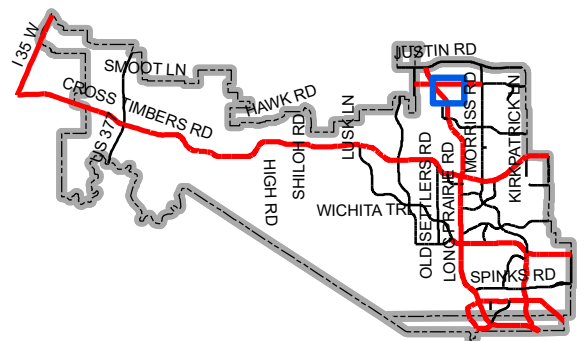
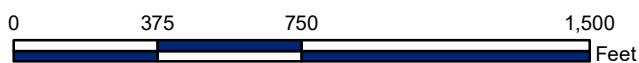
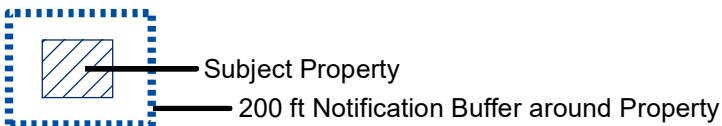
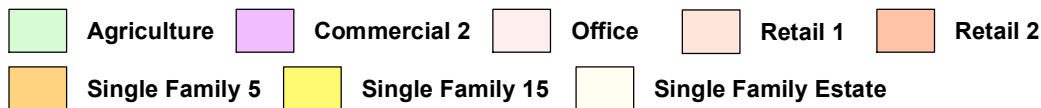


Vicinity Map

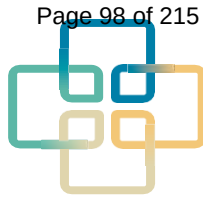
Reference Project: ZPD18-0007



LEGEND



Map Location



INTEGRATED SENIOR LIFESTYLES

January 31, 2019

Mr. Richard Brown
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

Re: Zoning change request
Watermere of Flower Mound senior independent living community
Letter of Intent: ZPD18-0007

Mr. Brown:

Please accept this letter as a brief summary of our zoning change request and related items. As you know, in March 2017 the Town Council amended the Land Use Plan to create a Senior Housing Overlay District in order to attract quality age restricted senior independent living. As a direct result of that overlay district, the Applicant is proposing to rezone a 3.45 acre tract to Office District and a 12.30 acre parcel to Multifamily District in order to provide a high quality, age-restricted, independent living senior housing community consistent with the intent of that Ordinance No. 07-17, as outlined by the following excerpts from Exhibit A to the Ordinance:

Senior Housing is defined as high quality retirement living or active living residential facility designed for persons 55 years of age or older.

- This use includes age-restricted, for-rent multi-family independent living facilities with high quality amenities, services, and programs.
- Any project proposing such a use shall include deed restrictions on the property limiting residents of the project to 55 years or older in accordance with Fair Housing Act.
- Any project shall include industry building accessibility standards for the targeted demographic.
- Any project should have easy access to arterial and collector streets, and convenient access to signalized intersections is preferred.
- Any project shall demonstrate appropriate transition to existing land uses. Factors to be considered include building height, setbacks, screening and landscaping, use of open space, among other factors.
- This use does not include "convalescent and nursing homes, hospice care, assisted living, and related institutions.

Our community will be known as Watermere at Flower Mound. It will consist of a main three story building with 210 units, and four single story villa/townhome buildings with 3 or 4 units each, for a total of 14 villa units, for a total of 224 units as currently planned. The individual residential units will range in size from 700 sq ft to 1800 sq ft.

PROPOSED ZONING:

The purpose of this application is to request a zoning change to a Planned Development for two

distinct tracts as follows:

- a.) We are proposing to rezone Tract 2 (as shown on the PD Site Plan) to Multi-family in order to provide the aforementioned high quality, age-restricted, independent living consistent with the intent of Ordinance No. 07-17.
 - a. Tract 2 is 12.3 acres which consists of approximately 10.88 acres for the senior housing community and 1.42 acres of right-of-way to be dedicated at platting for the construction of Whyburn Drive.
- b.) We are proposing to rezone Tract 1 to Office District.
 - a. Tract 1 is 3.45 acres.
 - b. The office tract is for zoning-only at this time and no construction is planned at this time.
- c.) The existing zoning of Tract 1 and 2 is Agricultural District.
- d.) The construction of the senior independent living community, and construction of a partial section of the northern portion of Whyburn Drive directly abutting both the 10.88 acres and the 3.45 acres, will be built in one phase.

Development standards have been jointly drafted and agreed to with Town staff for this PD. Additional permitted uses have been included with the PD such as garages and carports/covered parking. The standards also establish the minimum unit size of 600 square feet and an average unit size of 850 square feet. The maximum number of units is 240, which equates to 22.06 units/acre. Currently, only 224 units are planned, or 20.60 units/acre. We have willingly agreed to provide certain site amenities as part of this PD, and those are outlined in detail in the development standards.

EXCEPTIONS:

We are only requesting one exception to Tract 2: to have Section 82-302 and 82-303, Compatibility Buffer and Compatibility Setback, respectively, not apply on the southern property line. This buffer and setback does not apply to the other 3 sides of Tract 2, however, the land on the southern property line is vacant and currently zoned agricultural, which by default of the agricultural zoning (i.e. no zoning), triggers the application of these two sections.

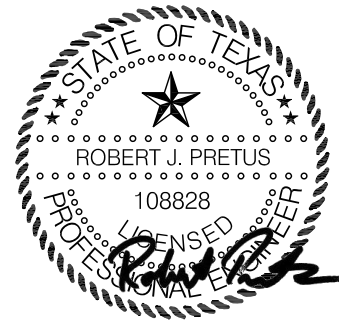
As you can see by the site plan, both we the applicant and the surrounding landowner to the north and the south (Whyburn family) plan to use an extensive portion of this land to the immediate south of Tract 2 as the location for the regional retention pond serving all the land west of the proposed Whyburn Drive. As part of our agreed to amenity package, we will also build a walking trail around the retention pond, so it seems counter-productive to impose an artificial setback/buffer requirement alongside land used for a retention pond as well as effectively on our senior residents to access what will be one of their favorite amenities.

In addition, because of the immediate proximity to FM 2499 of this ideally sized 5 acres of southerly vacant land (and with a retention pond already in place), it is likely to be zoned for commercial, retail or office use, and if so, then these buffer and setback sections would not apply. Please also note the Whyburn family/current landowner of this vacant land supports our request for this exception.

Watermere at Flower Mound

Parking Study

Prepared by Robert J. Pretus, P.E. #108828



Summary:

Watermere at Flower Mound is a proposed Senior Housing community located on a 10.88 acre Parcel that is Southeast of the intersection of Long Prairie Rd and Dixon Lane. The community will include 224 residential units, 271 required parking spaces and 300 total parking spaces. The Conceptual Site Plan is provided as reference to this study.

Parking Requirements:

The Town of Flower Mound does not have parking requirements for a Multifamily Senior Housing Facility within their current parking requirements. We are providing parking information for similar senior housing projects completed by the Developer located in the Dallas/ Fort Worth Metroplex and in other parts of Texas. Five projects ranging from 128 residential units to 221 residential units have been used to help determine a standard parking ratio for senior housing that can be used on the proposed project.

The table below summarizes the 5 projects and the proposed standard:

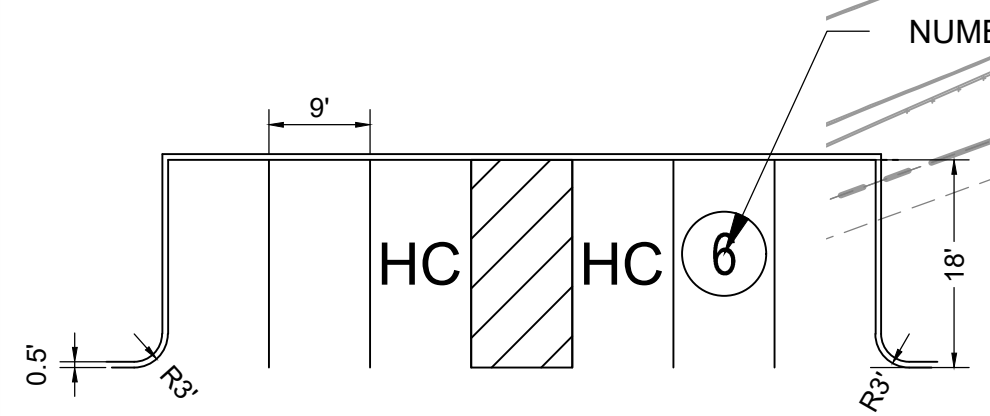
Project Name	Location	Parking Required	# of Units	Parking Ratio
Watercrest at Mansfield	Mansfield, TX	207	211	0.98
Hometowne at Garland	Garland, TX	178	146	1.22
Hometowne on Wayside	Houston, TX	127	128	0.99
Kingwood Senior Living	Houston, TX	157	150	1.05
Watercrest at Pearland	Pearland, TX	<u>237</u>	<u>221</u>	1.07
		906	856	1.06
Proposed Watermere at Flower Mound	Flower Mound, TX	271	224	1.20

Conclusion:

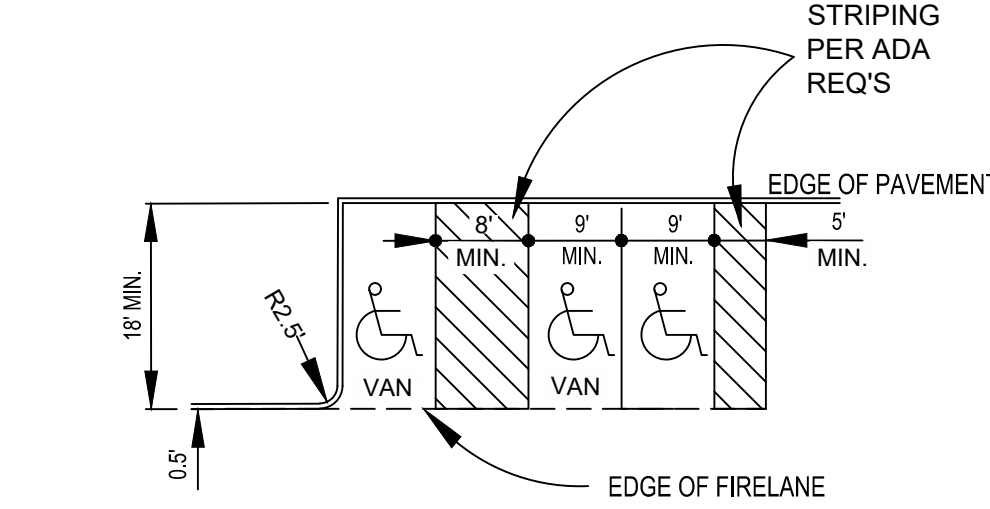
The Watermere at Flower Mound parking ratio of 1.20 spaces per unit is above the average 1.06 spaces per unit for similar senior housing independent living projects and will provide more than adequate parking for the 224 residential units at Watermere.

NOTES:

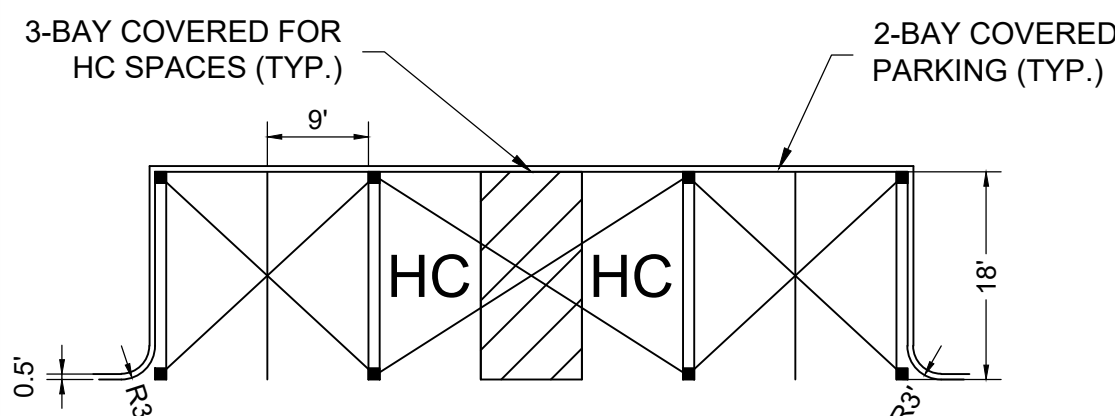
1. ALL INNER TURN RADII OF FIRE LANES MEASURED TO BE 25' TO THE FACE OF THE CURB.
2. REGIONAL POND TO SERVE LOTS 1-4, BLOCK A.
VOLUME REQUIRED: ±6.54 AC-FT
VOLUME PROVIDED: ±6.55 AC-FT
TOP OF BANK: ±603.5
100-YR WSEL: ±602.5
NORMAL POOL ELEVATION: ±599.0
3. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THE DEVELOPMENT
4. 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.
5. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
6. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
7. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
8. 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.



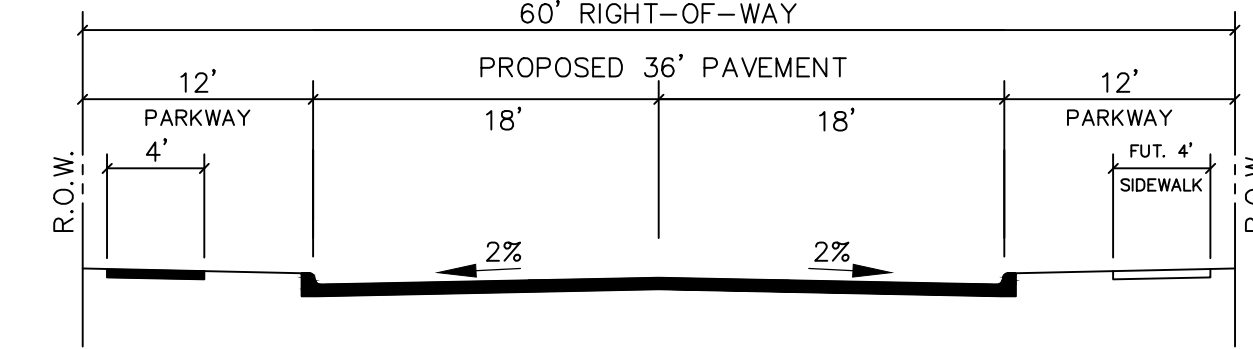
TYPICAL SURFACE PARKING SPACE LAYOUT



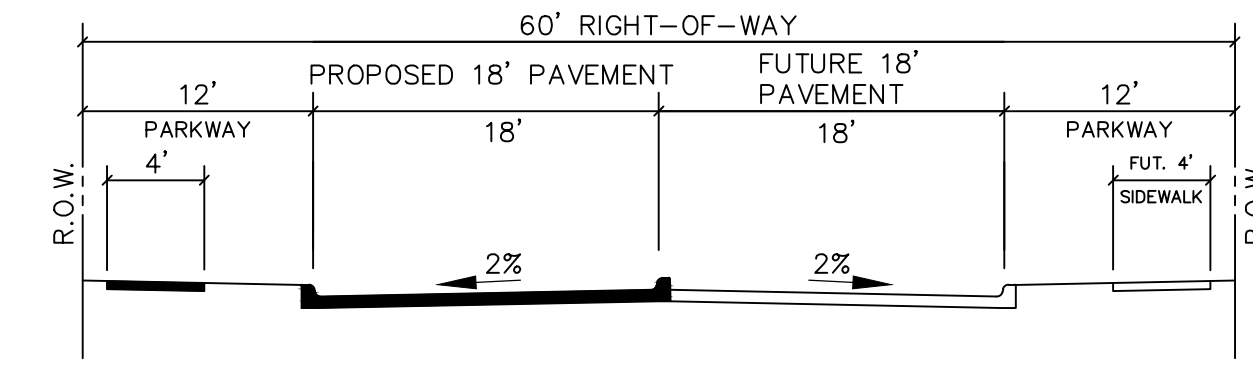
TYPICAL HANDICAP SPACE LAYOUT



TYPICAL COVERED PARKING SPACE LAYOUT



FULL SECTION WHYBURN DRIVE
LOCAL COMMERCIAL



HALF SECTION WHYBURN DRIVE
LOCAL COMMERCIAL

NO.	REVISIONS	DATE	BY	CHK.

Burgess & Niple Inc Stafford, TX

MASTER PLAN FEATURES	
LAND USE PLAN	OFFICE
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	N/A
THOROUGHFARE PLAN	DIXON LANE - URBAN MINOR ARTERIAL (90' R.O.W.)
WATER PLAN	LONG PRAIRIE DISTRICT - THERE IS CURRENTLY NO WATER TO THE PROPERTY. PROPOSED 12" WATER LINE FROM FM 2499 TO SITE.
WASTEWATER PLAN	LONG PRAIRIE DISTRICT - 12" WASTEWATER ALONG FM. 2499. PROPOSED 8" WASTE WATER FROM FM. 2499 TO SITE.

SITE AREA CALCULATIONS - Tract 2 (Senior Housing)	
HEIGHT	3 STORIES
TOTAL LOT AREA (ACRES)	12.3
TOTAL LOT AREA	535,788 S.F.
ROW DEDICATION (WHYBURN DRIVE)	61,855.2 SF (1.42 AC)
REMAINING LOT AREA (ACRES)	10.88
TOTAL IMPERVIOUS COVERAGE	292,992 S.F. (61.8%)
TOTAL BUILDING COVERAGE	149,840 SF (31.6%)
TOTAL PAVING (PARKING & DRIVE AREA)	143,152 S.F. (30.2%)
TOTAL OPEN SPACE	188,728 S.F. (40.0%)
Note: 10.88 ac USED FOR SITE CALCULATIONS	

Site Data Table - Tract 2				
Parking - Senior Housing				
PD Standard: 1.2 spaces per unit				
Parking Summary - TRACT 2 by Building & Unit type				
224 Total Units		# of Units	Required	Provided
Bldg A 210 Units	1 Bedroom	114	137	137
	2 Bedroom	84	101	101
	3 Bedroom	12	15	15
Bldg B	2 Bedroom	3	4	5
Bldg C	2 Bedroom	4	5	6
Bldg D	2 Bedroom	4	5	6
Bldg E	2 Bedroom	3	4	5
Staff and Visitor parking		0	25	
Total Parking		271	300	
Accessible Parking		7	15	

Existing Zoning Standard	Tract 1 Agricultural District	Tract 2 Agricultural District
Minimum Lot Area	87,120 SF	87,120 SF
Minimum Lot Width	200 ft.	200 ft.
Minimum Floor Area	1,800 SF	1,800 SF
Minimum Front Yard	40 ft.	40 ft.
Minimum Side Yard	25 ft.	25 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	25%
Max Height (Stories/Ft.)	3 / 35 ft.	3 / 35 ft.
Maximum Floor Area Ratio	None	None

Existing Zoning Standard	Tract 1 Agricultural District	Tract 2 Agricultural District
Minimum Lot Area	87,120 SF	87,120 SF
Minimum Lot Width	200 ft.	200 ft.
Minimum Floor Area	1,800 SF	1,800 SF
Minimum Front Yard	40 ft.	40 ft.
Minimum Side Yard	25 ft.	25 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	25%
Max Height (Stories/Ft.)	3 / 35 ft.	3 / 35 ft.
Maximum Floor Area Ratio	None	None

Site Data Table - Tract 1				
Parking - Office / Medical				
PD Standards 1 space per 250 SF				
Parking Summary - TRACT 1 by Building Area				
		Building Area (SF)	Required	Provided
Bldg A	Medical / Office (2-story, 7640 SF per floor)	15,280	62	62
Bldg B	Medical / Office (2-story, 7640 SF per floor)	15,280	62	62
Bldg C	Medical / Office (2-story, 7640 SF per floor)	15,280	62	62
Total Parking		45,840	186	186

Proposed Zoning Standard	Tract 1 Office District	Tract 2 Multifamily District
Minimum Lot Area	None	N/A
Minimum Lot Width	None	60 ft.
Minimum Floor Area	None	SEE PD 167
Minimum Front Yard	None	15 ft.
Minimum Side Yard	None	10 ft.
Minimum Rear Yard	15 ft.	10 ft.
Maximum Lot Coverage	40%	40%
Max Height (Stories/Ft.)	3 / 35 ft.	3 / 45 ft.
Maximum Floor Area Ratio	1 : 1	No Maximum



VICINITY MAP

ARCHITECT:
ARVE ARCHITECTURE GROUP
2344 HIGHWAY 121, SUITE 100
BEDFORD, TEXAS 76021
CONTACT: MARC TOLSON
PHONE: (817) 514-0584

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100
EULESS, TEXAS 76039
CONTACT: ERIC SPOONER
PHONE: (817) 685-8448

OWNER:
KENNETH G. WHYBURN TRUSTEE
126 SELBY LANE
ATHERTON, CA 94027
CONTACT: JOHN H. BARN, Ph.D
PHONE: (940) 565-3071

APPLICANT:
INTEGRATED REAL ESTATE GROUP
3110 W. SOUTHLAKE BLVD., SUITE 120
SOUTHLAKE, TEXAS 76082
CONTACT: PAUL MILOSEVICH
PHONE: (817) 742-1851 x45

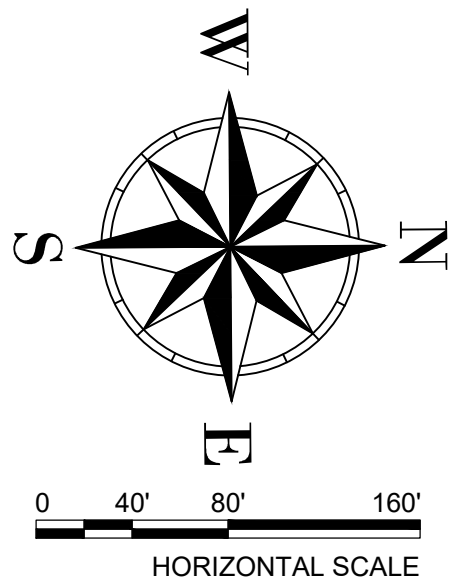
BURGESS & NIPLE
10701 CORPORATE DR., SUITE 118, STAFFORD, TX 77477
PHONE: (281) 980-7705
TBPE FIRM REGISTRATION NO. F-10834
CONTACT: JOSEPH T. REUE

CONCEPTUAL SITE
PLAN

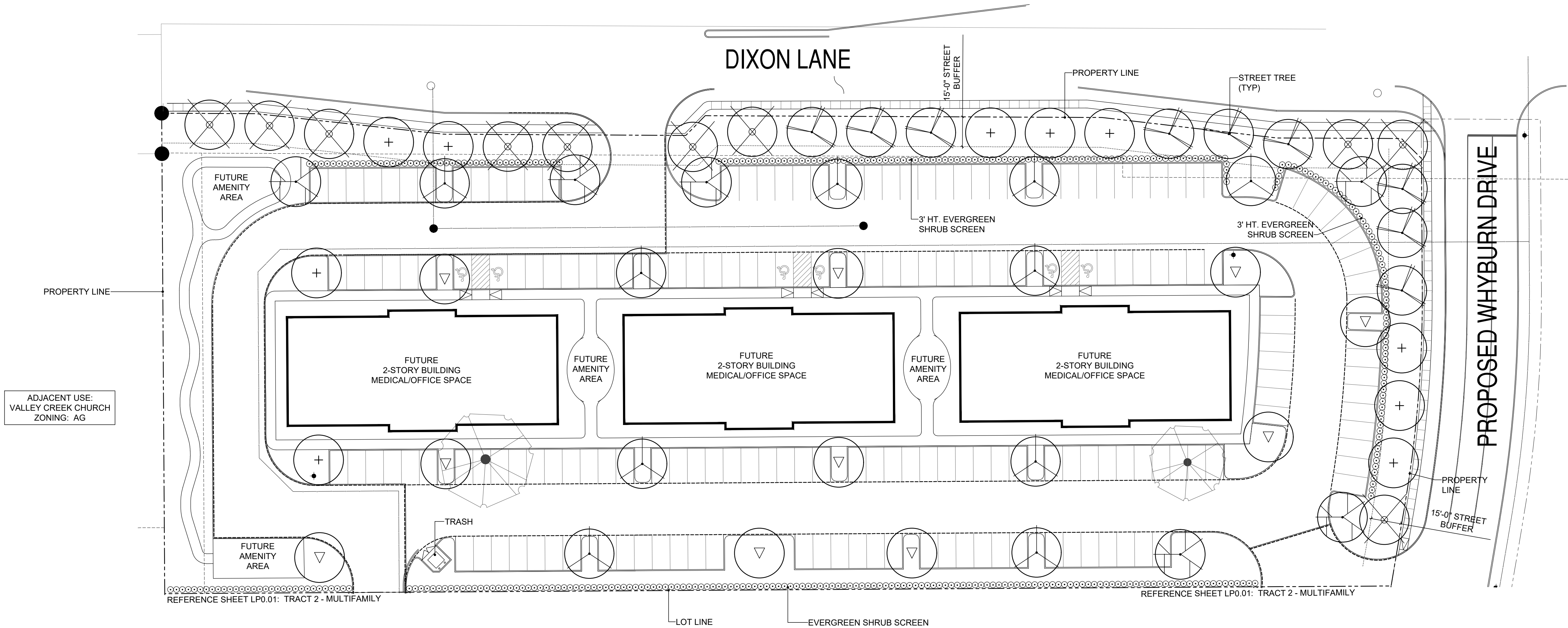
for
"WATERMERE
AT
FLOWER MOUND"
A 12.30 ACRE TRACT
&
"THE WHYBURN
OFFICE ADDITION"
A 3.45 ACRE TRACT

IN
FLOWER MOUND, TEXAS
DENTON COUNTY, TEXAS

JUSTIN / DIXON
PROPERTIES LTD.
ZONING:
AGRICULTURAL
DISTRICT



HORIZONTAL SCALE



LANDSCAPE REQUIREMENTS - TRACT 1 (MEDICAL/OFFICE)

STREET BUFFERS:
REQUIRED: 15' MINIMUM WIDTH BUFFER ADJACENT TO STREET
PROVIDED: 15' WIDE BUFFER ALONG WHYBURN DRIVE AND DIXON LANE
REQUIRED: (1) TREE PER 30 LINEAR FEET OF STREET FRONTAGE
WHYBURN DRIVE: 221 L.F. / 30 = 7.4 TREES
DIXON LANE: 568 L.F. / 30 = 18.9 TREES
PROVIDED: (8) TREES ALONG WHYBURN DRIVE
(19) TREES ALONG DIXON LANE

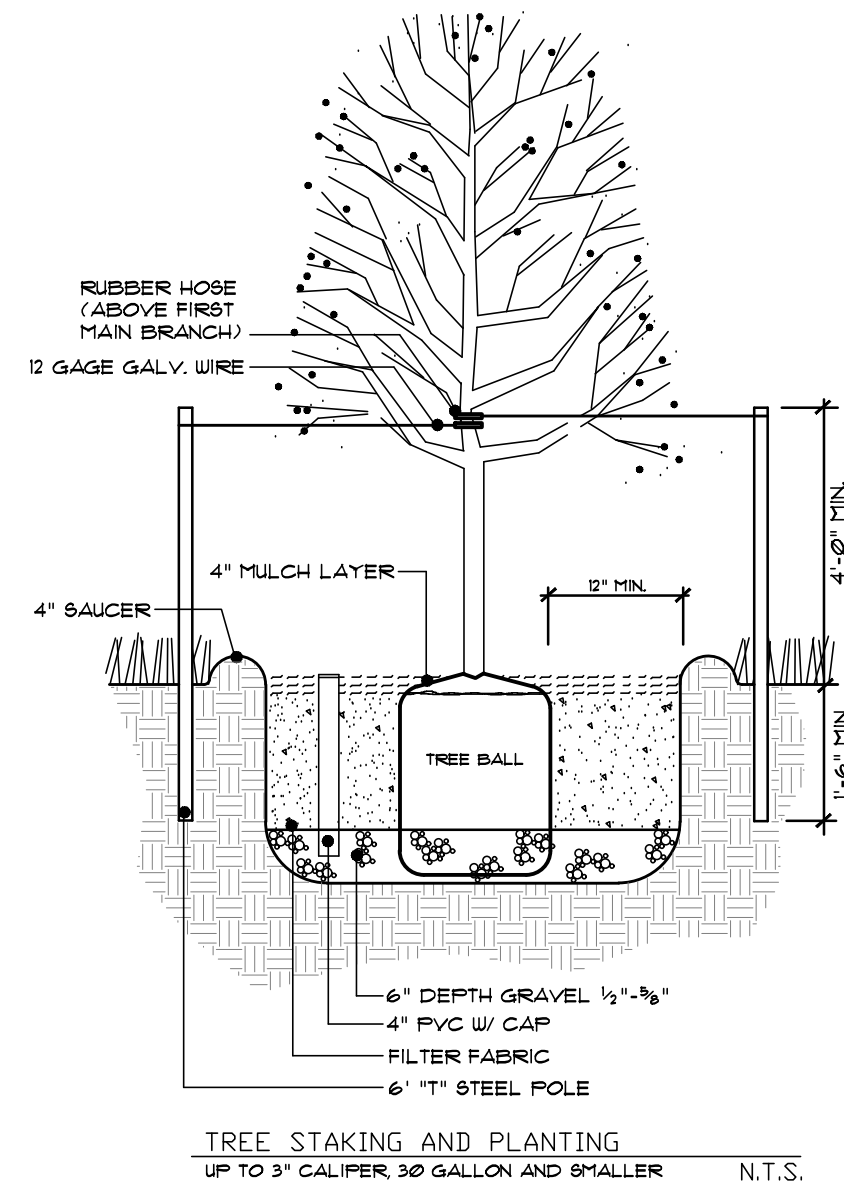
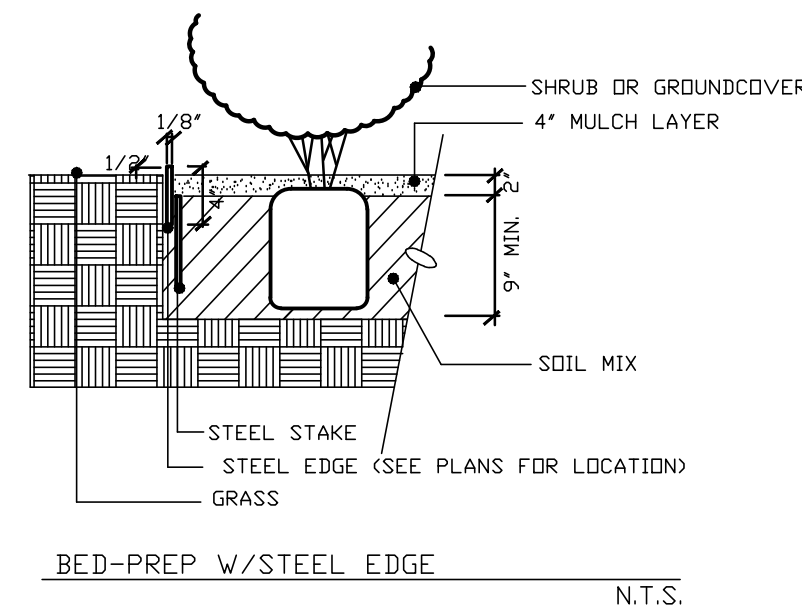
STREETYARD:
REQUIRED: MINIMUM 20% OF THE STREETYARD SHALL BE LANDSCAPED
74,133 S.F. X 20% = 14,827 S.F.
PROVIDED: 24,853 S.F. (33%) LANDSCAPE
REQUIRED: (10) TREES FOR THE FIRST 10,000 S.F. PLUS (1) TREE PER EACH 2,500 S.F. ADDITIONAL
(74,133 S.F. - 10,000) = 64,133 / 2,500 = 25.6 + 10 = 35.6 TREES
PROVIDED: (43) TREES

PARKING AREA LANDSCAPING:
REQUIRED: 90 S.F. LANDSCAPE AREA PER EVERY 12 SURFACE PARKING SPACES
204 SURFACE PARKING SPACES / 12 = 17 X 90 S.F. = 1,530 S.F.
PROVIDED: 2,000+ S.F. LANDSCAPE AREA
REQUIRED: (1) TREE PER EVERY 10 SURFACE PARKING SPACES
204 SURFACE PARKING SPACES / 10 = 21 TREES
PROVIDED: (27) 3" TREES
REQUIRED: ALL SURFACE PARKING SPACES SHALL BE WITHIN 50 FEET OF A TREE
PROVIDED: ALL SURFACE PARKING SPACES WITHIN 50 FEET OF A TREE
REQUIRED: PARKING AREAS SHALL BE SCREENED FROM VIEW (MIN. 3' HT.) ADJACENT TO STREETS
PROVIDED: PARKING SCREENED WITH 3' HT. EVERGREEN SHRUBS

LANDSCAPE LEGEND

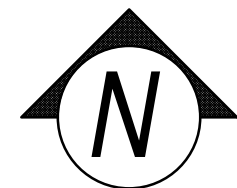
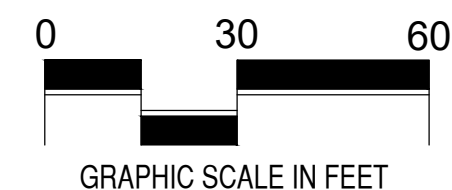
SYMBOL	PLANT NAME	SIZE/QTY
	SHUMARD OAK QUERCUS SHUMARDII	3" CAL. / 09 10'-12' HT.
	CHINQUAPIN OAK QUERCUS MUEHLENBERGII	3" CAL. / 06 10'-12' HT.
	LIVE OAK QUERCUS VIRGINIANA	3" CAL. / 10 10'-12' HT.
	CEDAR ELM ULMUS CRASSIFOLIA	3" CAL. / 10 10'-12' HT.
	BALD CYPRESS TAXODIUM DISTICHUM	3" CAL. / 10 10'-12' HT.
	LACEBARK ELM ULMUS PARVIFOLIA	3" CAL. / 10 10'-12' HT.
	EVERGREEN SHRUB SCREEN BURFORD HOLLY	
	EXISTING TREE TO BE PRESERVED (REF. LP0.04 FOR TREE PRESERVATION/REMOVAL PLAN)	

*TO PROMOTE BIODIVERSITY, THERE SHALL BE NO MORE THAN 20% OF A TREE SPECIES, AND NO MORE THAN 50% OF ANY TREE GENUS PERMITTED TO SATISFY THE PLANTING REQUIREMENTS ON ALL NEW DEVELOPMENTS.



CONCEPTUAL LANDSCAPE PLAN - TRACT 1

SCALE: 1" = 30'-0"



ISSUES:
① 06-01-18 ISSUE FOR PD
②
③
④
REVISIONS:
⚠ 08-14-18 PER CITY COMMENTS
⚠ 10-12-18 PER CITY COMMENTS
⚠ 11-09-18 PER CITY COMMENTS
⚠ 11-26-18 PER CITY COMMENTS
⚠ 01-04-19 PER CITY COMMENTS

CLIENT:

WATERMERE
AT FLOWER MOUND
FLOWER MOUND, TEXAS

mbg

mbg

landscape architects

MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
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SEAL

2485

STATE OF TEXAS

01-04-19

ISSUE FOR PD

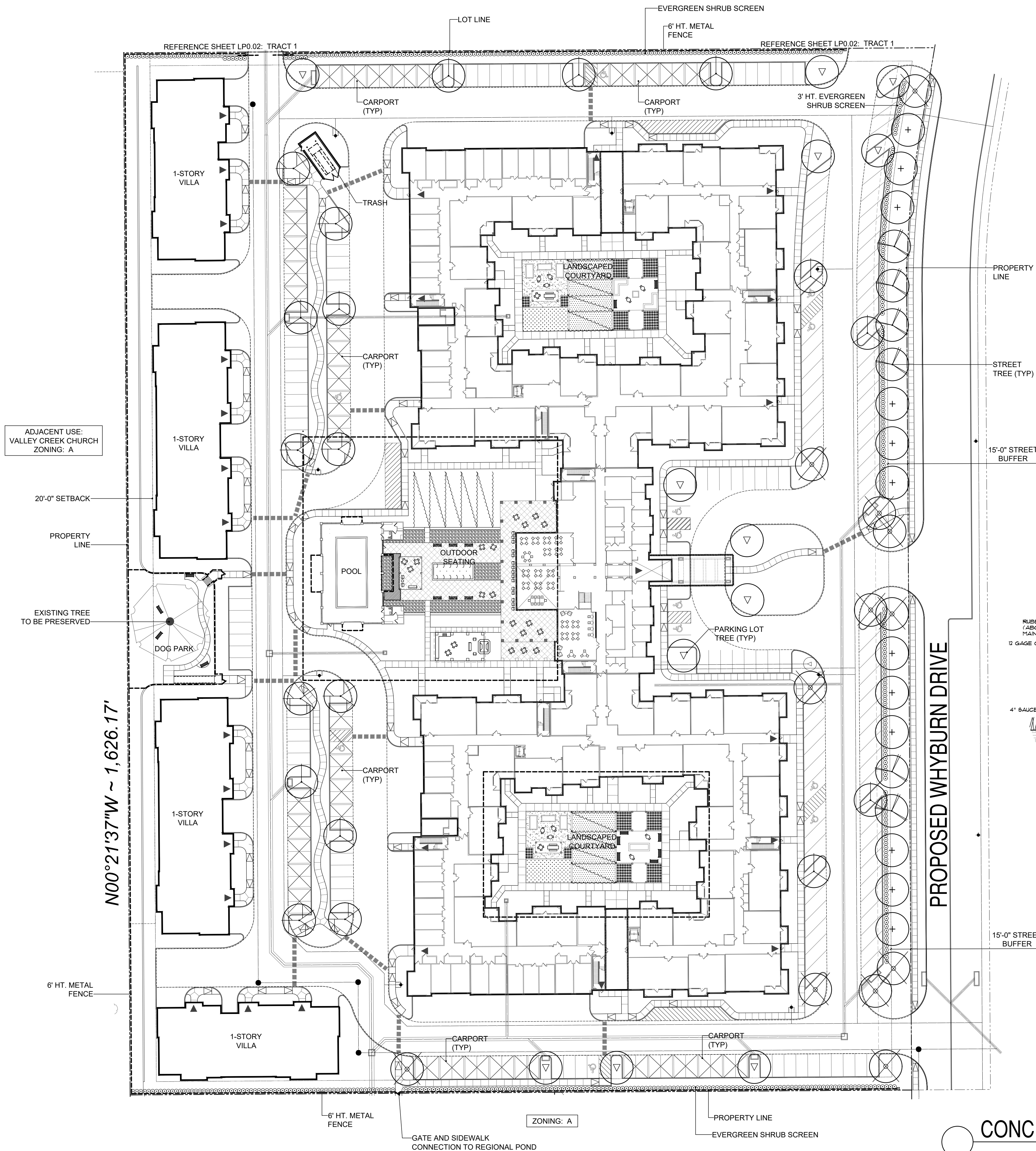
WATERMERE
AT FLOWER MOUND

FLOWER MOUND, TEXAS

JOB NUMBER: INT-1801

CONCEPTUAL
LANDSCAPE PLAN-
TRACT 1

LP0.02



LANDSCAPE REQUIREMENTS - TRACT 2 (MULTIFAMILY)

STREET BUFFERS:

REQUIRED: 15' MINIMUM WIDTH BUFFER ADJACENT TO STREET
PROVIDED: 15' WIDE BUFFER ALONG WHYBURN DRIVE

REQUIRED: (1) TREE PER 30 LINEAR FEET OF STREET FRONTAGE
WHYBURN DRIVE: 697 L.F. / 30 = 23 TREES
PROVIDED: (23) TREES ALONG WHYBURN DRIVE

STREETYARD:

REQUIRED: MINIMUM 20% OF THE STREETYARD SHALL BE LANDSCAPED
74,504 S.F. X 20% = 14,900 S.F.
PROVIDED: 24,122 S.F. (32%) LANDSCAPE

REQUIRED: (10) TREES FOR THE FIRST 10,000 S.F. PLUS (1) TREE PER EACH 2,500 S.F. ADDITIONAL
(74,504 S.F. - 10,000) = 64,504 / 2,500 = 26 + 10 = 36 TREES
PROVIDED: (36) TREES

PARKING AREA LANDSCAPING:

REQUIRED: 90 S.F. LANDSCAPE AREA PER EVERY 12 SURFACE PARKING SPACES
239 SURFACE PARKING SPACES / 12 = 19.9 X 90 S.F. = 1,793 S.F.
PROVIDED: 2,000+ S.F. LANDSCAPE AREA

REQUIRED: (1) TREE PER EVERY 10 SURFACE PARKING SPACES
239 SURFACE PARKING SPACES / 10 = 24 TREES
PROVIDED: (36) 3" TREES

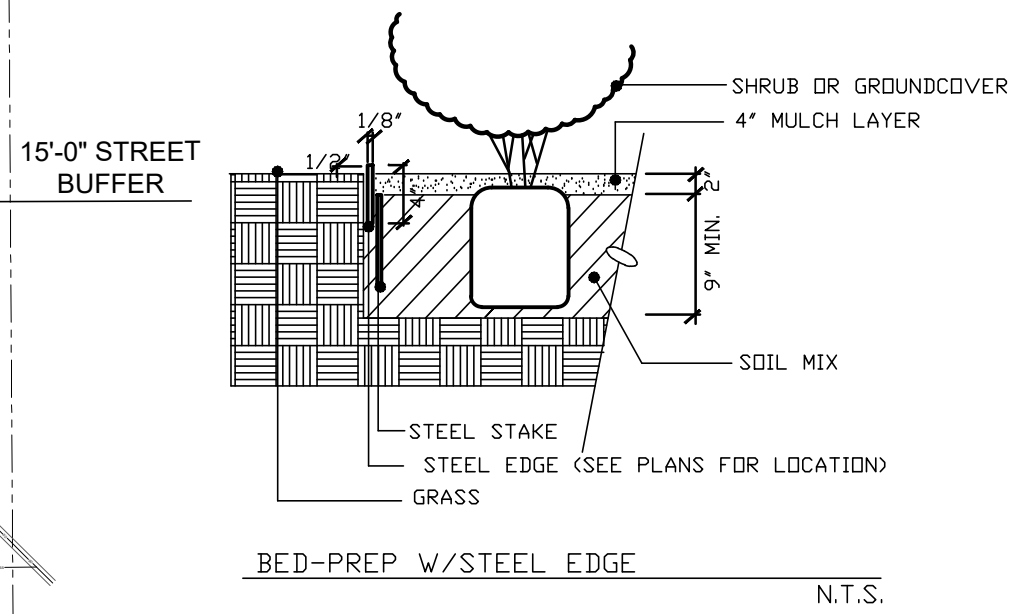
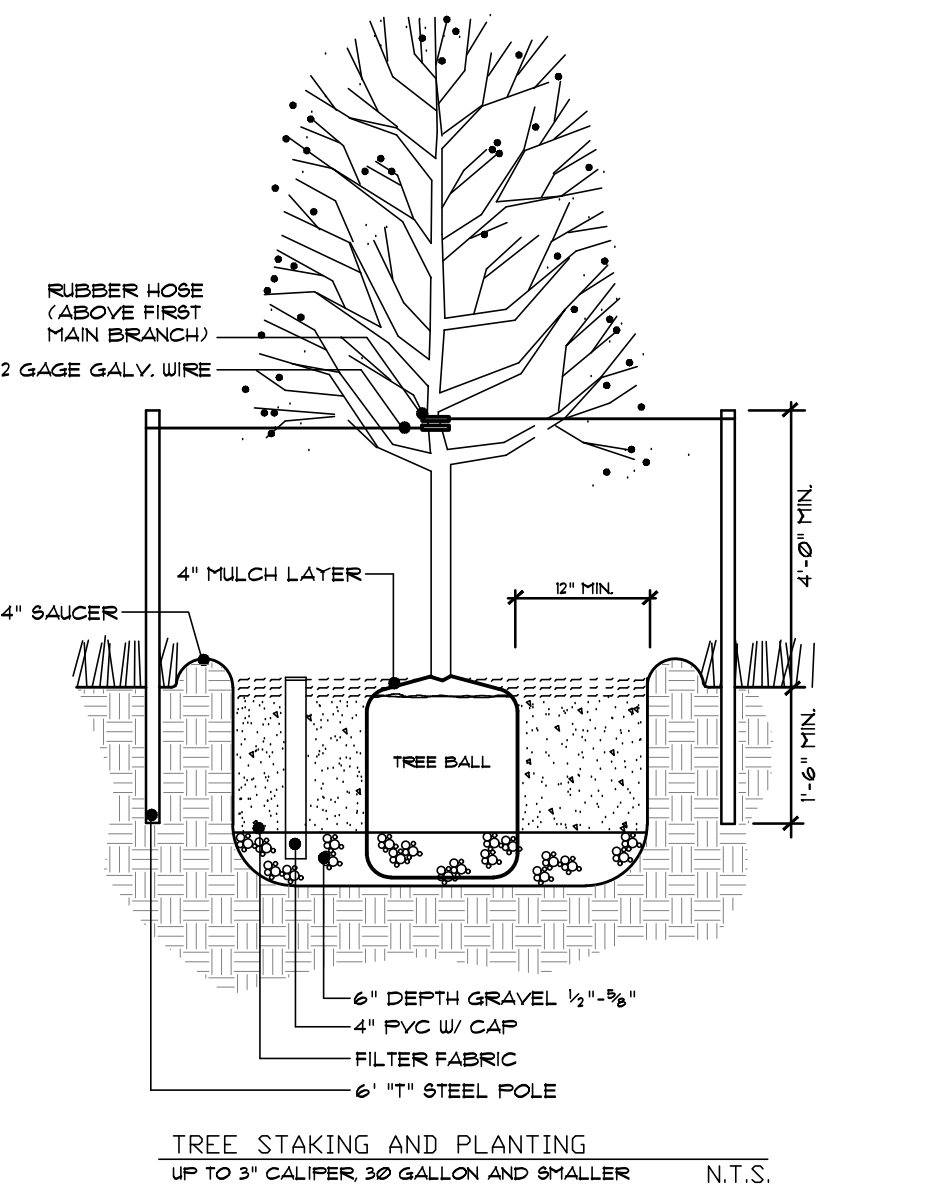
REQUIRED: ALL SURFACE PARKING SPACES SHALL BE WITHIN 50 FEET OF A TREE
PROVIDED: ALL SURFACE PARKING SPACES WITHIN 50 FEET OF A TREE

REQUIRED: PARKING AREAS SHALL BE SCREENED FROM VIEW (MIN. 3' HT.) ADJACENT TO STREETS
PROVIDED: PARKING SCREENED WITH 3' HT. EVERGREEN SHRUBS

LANDSCAPE LEGEND

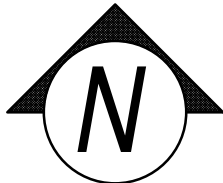
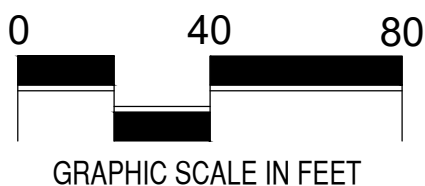
SYMBOL	PLANT NAME	SIZE/QTY
	SHUMARD OAK QUERCUS SHUMARDII	3" CAL. / 06 10'-12' HT.
	CHINQUAPIN OAK QUERCUS MUEHLENBERGII	3" CAL. / 08 10'-12' HT.
	LIVE OAK QUERCUS VIRGINIANA	3" CAL. / 12 10'-12' HT.
	CEDAR ELM ULMUS CRASSIFOLIA	3" CAL. / 11 10'-12' HT.
	BALD CYPRESS TAXODIUM DISTICHUM	3" CAL. / 12 10'-12' HT.
	LACEBARK ELM ULMUS PARVIFOLIA	3" CAL. / 12 10'-12' HT.
	EVERGREEN SHRUB SCREEN BURFORD HOLLY	
	EXISTING TREE TO BE PRESERVED (REF. LP0.04 FOR TREE PRESERVATION/REMOVAL PLAN)	

*TO PROMOTE BIODIVERSITY, THERE SHALL BE NO MORE THAN 20% OF A TREE SPECIES, AND NO MORE THAN 50% OF ANY TREE GENUS PERMITTED TO SATISFY THE PLANTING REQUIREMENTS ON ALL NEW DEVELOPMENTS.



CONCEPTUAL LANDSCAPE PLAN - TRACT 2

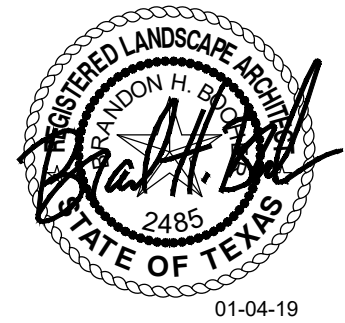
SCALE: 1" = 40'-0"



WATERMERE
AT FLOWER MOUND
FLOWER MOUND, TEXAS



MECKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
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PH (972) 690-7474
F (972) 690-7878



ISSUE FOR PD

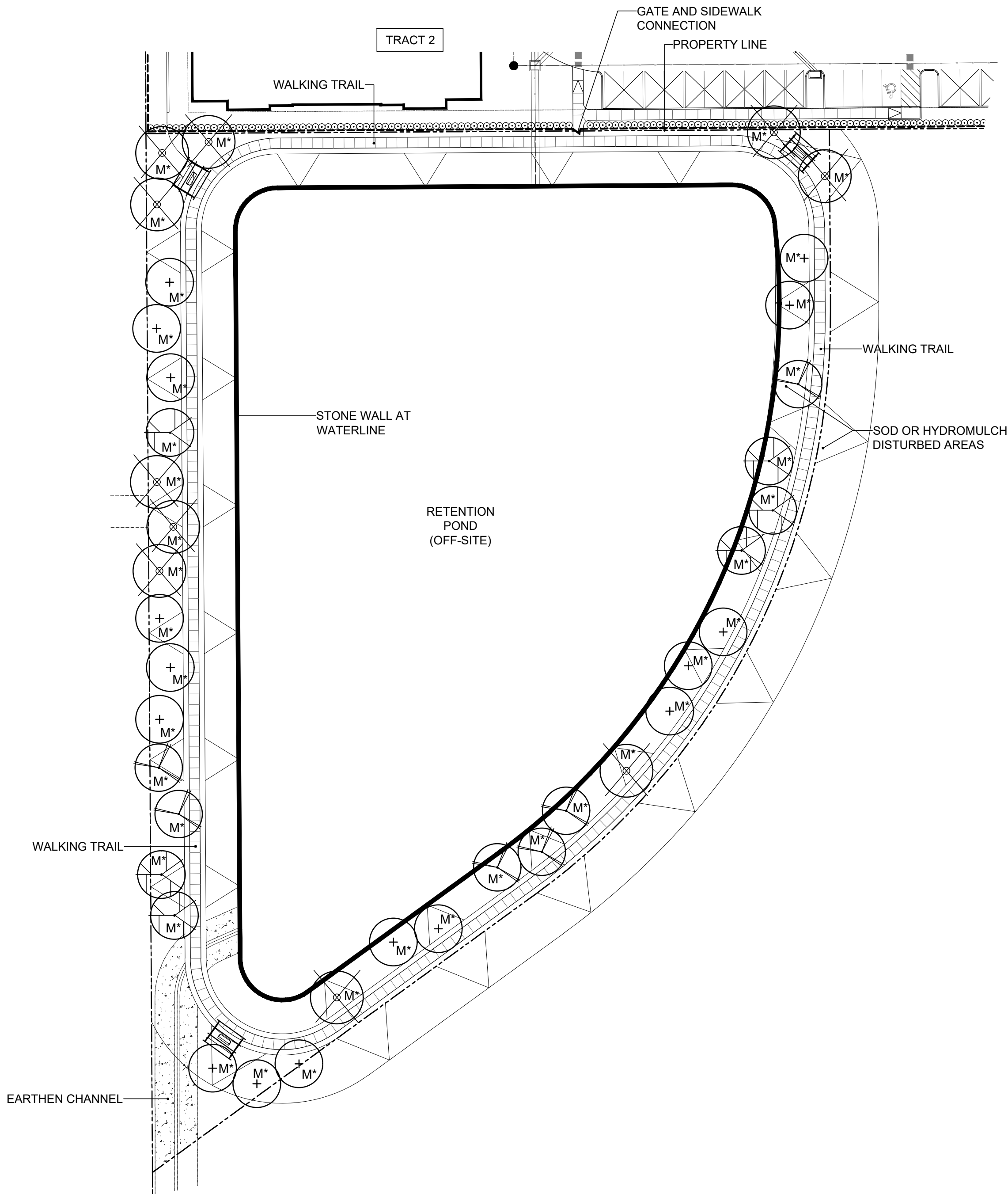
WATERMERE
AT FLOWER MOUND

FLOWER MOUND, TEXAS

JOB NUMBER: INT-1801

CONCEPTUAL
LANDSCAPE PLAN-
TRACT 2

LP0.01



LANDSCAPE LEGEND

SYMBOL	PLANT NAME	SIZE/QTY
	SHUMARD OAK QUERCUS SHUMARDII	2.5" CAL. / 06 10'-12' HT.
	CHINQUAPIN OAK QUERCUS MUEHLENBERGII	2.5" CAL. / 06 10'-12' HT.
	LIVE OAK QUERCUS VIRGINIANA	2.5" CAL. / 10 10'-12' HT.
	BALD CYPRESS TAXODIUM DISTICHUM	2.5" CAL. / 16 10'-12' HT.
M*	(38) TREES PROVIDED AS MITIGATION (REF. LP0.05)	95" TOTAL MITIGATION VS. 95" REQUIRED

ISSUES:	
① 06-01-18	ISSUE FOR PD
○	
REVISIONS:	
△ 08-14-18	PER CITY COMMENTS
△ 10-12-18	PER CITY COMMENTS
△ 11-09-18	PER CITY COMMENTS
△ 11-26-18	PER CITY COMMENTS
△ 01-04-19	PER CITY COMMENTS
△ 01-28-19	PER CITY COMMENTS
△	

CLIENT:

WATERMERE
AT FLOWER MOUND
FLOWER MOUND, TEXAS

mg
landscape
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MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
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ISSUE FOR PD

WATERMERE
AT FLOWER MOUND
FLOWER MOUND, TEXAS
JOB NUMBER: INT-1801

CONCEPTUAL
LANDSCAPE PLAN-
OFF-SITE DRAINAGE

LP0.03

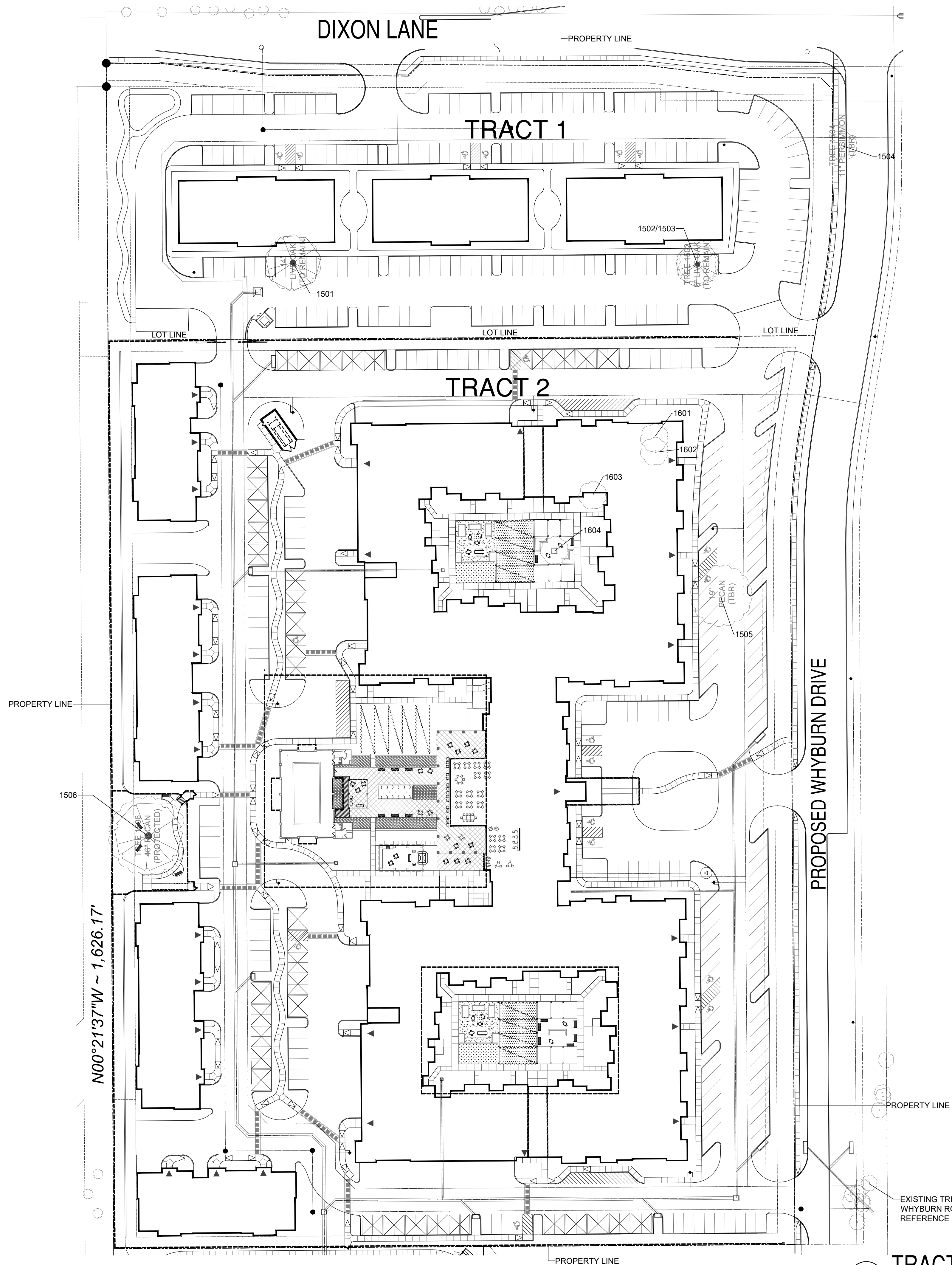
CONCEPTUAL LANDSCAPE PLAN -
OFF-SITE DRAINAGE IMPROVEMENTS

SCALE: 1" = 40'-0"

04080

GRAPHIC SCALE IN FEET

N



TRACT 1

MITIGATION SUMMARY:

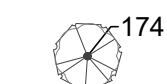
TOTAL INCHES ON SITE:	42 INCHES
TOTAL PROTECTED INCHES ON SITE:	42 INCHES
TOTAL INCHES REMOVED:	11 INCHES
TOTAL PROTECTED INCHES REMOVED:	11 INCHES
TOTAL MITIGATION FOR BUILDABLE AREA:	0 INCHES
TOTAL MITIGATION FOR BUFFER AREA:	2.5 INCHES
TOTAL MITIGATION FOR SPECIMEN TREES:	0 INCHES
TOTAL MITIGATION INCHES REQUIRED:	(1 TREE) 2.5 INCHES
TOTAL CREDITS FOR PRESERVATION:	3 CREDITS
TOTAL REPLACEMENT TREES PLANTED ON SITE:	(0) 2.5" CAL. TREE

TRACT 2

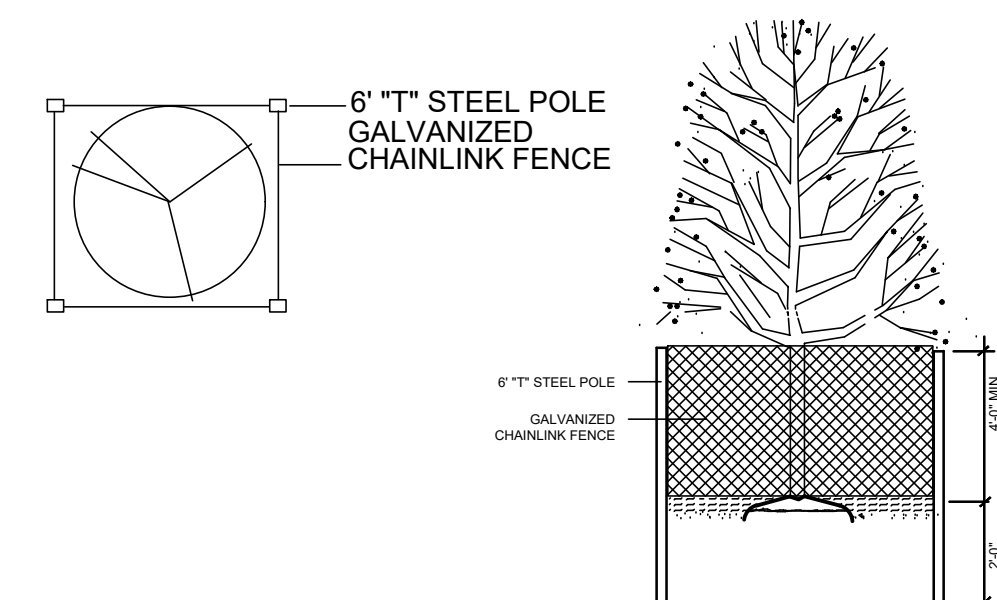
MITIGATION SUMMARY:

TOTAL INCHES ON SITE:	117 INCHES
TOTAL PROTECTED INCHES ON SITE:	117 INCHES
TOTAL INCHES REMOVED:	71 INCHES
TOTAL PROTECTED INCHES REMOVED:	71 INCHES
TOTAL MITIGATION FOR BUILDABLE AREA (6 TREE X 2.5" CAL):	15 INCHES
TOTAL MITIGATION FOR BUFFER AREA:	0 INCHES
TOTAL MITIGATION FOR SPECIMEN TREES:	0 INCHES
TOTAL MITIGATION INCHES REQUIRED:	(6 TREES) 15 INCHES
TOTAL CREDITS FOR PRESERVATION:	6 CREDITS
TOTAL REPLACEMENT TREES PLANTED ON SITE:	(0) 2.5" CAL. TREE

TREE LEGEND

-  174 EXISTING TREE TO BE PRESERVED
-  174 EXISTING TREE TO BE REMOVED

	Tree Number	Latin Name	Common Name	Qualitative Condition	DBH	Number of Stems	Specimen Tree	PRESERVE YES/NO	REPLACEMENT TREES	Observations	Preservation Credits
TRACT 1	1501	Quercus virginiana	Live Oak	Good	14	1		YES		Vines	1
	1502	Quercus virginiana	Live Oak	Good	11	2		YES		Co-Dominant Stems	1
	1503	Quercus virginiana	Live Oak	Good	6	1		YES			1
	1504	Diospyros species	Persimmon	Poor	11	2		NO	{1} 2.5" CAL. TREE	Co-Dominant Stems, Included Bark, Vines	
TRACT 2	1505	Carya illinoensis	Pecan	Good	19	1		NO	{1} 2.5" CAL. TREE		
	1506	Carya illinoensis	Pecan	Fair	46	1	Yes	YES		Storm damage	1
	1601	Burmelia lanuginosa	Chittamwood	Fair	12	3		NO	{1} 2.5" CAL. TREE		
	1602	Burmelia lanuginosa	Chittamwood	Fair	10	2		NO	{1} 2.5" CAL. TREE		
	1603	Burmelia lanuginosa	Chittamwood	Fair	11	3		NO	{1} 2.5" CAL. TREE		
	1604	Burmelia lanuginosa	Chittamwood	Fair	8	2		NO	{1} 2.5" CAL. TREE		

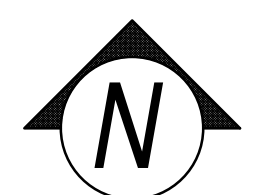
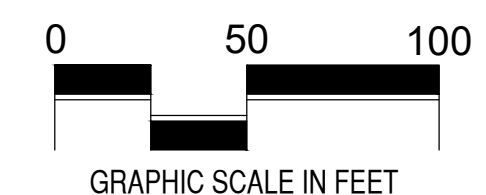


NOTE:
A PROTECTIVE BARRIER, BEGINNING AT THE OUTSIDE OF THE DRIPLINE OF THE TREE TO PROTECT THE ROOT ZONE SHALL BE ERECTED AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETED.

2 TREE PROTECTION FENCING

TRACT 1& 2 - TREE SURVEY & MITIGATION PLAN

SCALE: 1" = 50'-0"



ISSUES:

06-01-18 ISSUE FOR PD

REVISIONS:

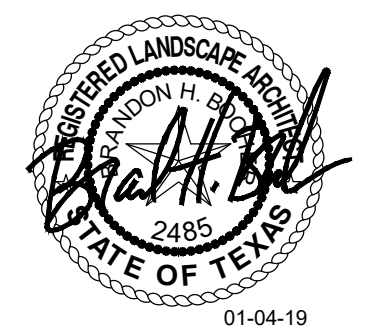
08-14-18 PER CITY COMMENTS
10-12-18 PER CITY COMMENTS
11-09-18 PER CITY COMMENTS
11-26-18 PER CITY COMMENTS
01-04-19 PER CITY COMMENTS

CLIENT:

WATERMERE AT FLOWER MOUND FLOWER MOUND, TEXAS



MECKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878



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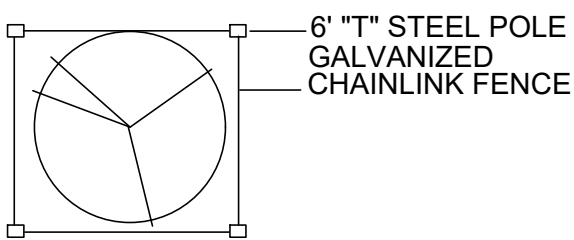
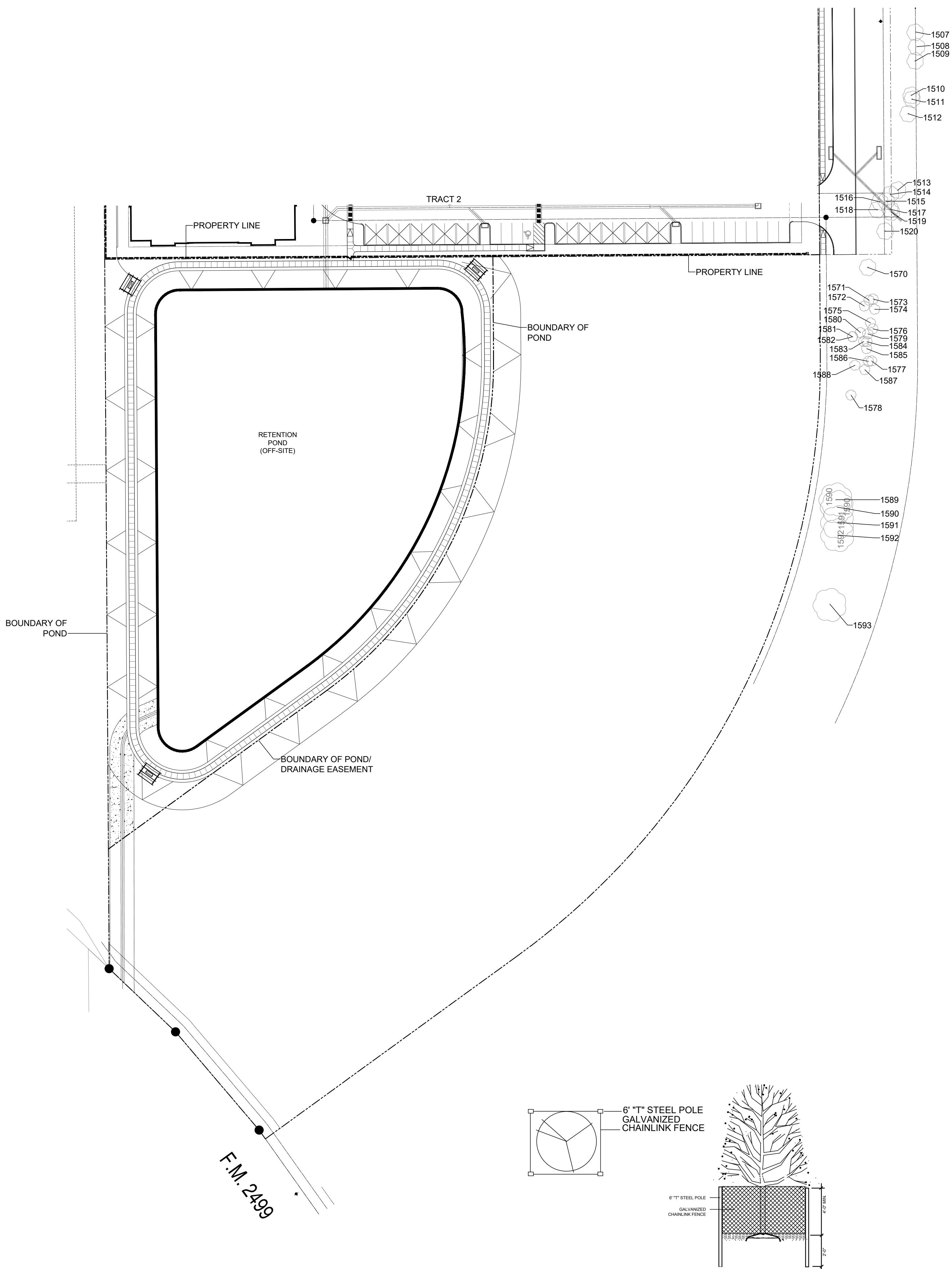
WATERMERE
AT FLOWER MOUND

FLOWER MOUND, TEXAS

JOB NUMBER: INT-1801

TREE SURVEY &
MITIGATION PLAN

LP0.04



NOTE:
A PROTECTIVE BARRIER, BEGINNING AT THE OUTSIDE OF THE
DRIPLINE OF THE TREE TO PROTECT THE ROOT ZONE
SHALL BE ERECTED AND MAINTAINED UNTIL CONSTRUCTION
IS COMPLETED.

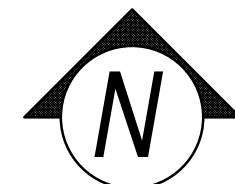
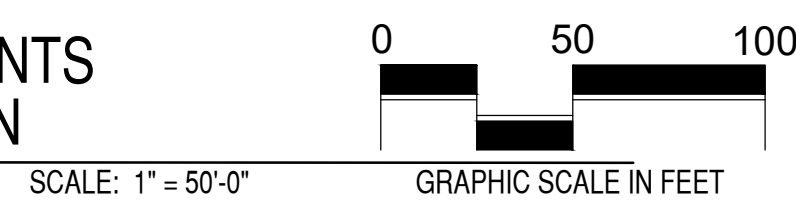
2 TREE PROTECTION FENCING

MITIGATION SUMMARY:	
TOTAL INCHES ON SITE:	310 INCHES
TOTAL PROTECTED INCHES ON SITE:	310 INCHES
TOTAL INCHES REMOVED:	310 INCHES
TOTAL PROTECTED INCHES REMOVED:	310 INCHES
TOTAL MITIGATION FOR BUILDABLE AREA (38 TREES X 2.5" CAL):	95 INCHES
TOTAL MITIGATION FOR BUFFER AREA:	0 INCHES
TOTAL MITIGATION FOR SPECIMEN TREES:	0 INCHES
TOTAL MITIGATION INCHES REQUIRED:	95 INCHES
TOTAL REPLACEMENT TREES PLANTED ON SITE:	(38) 2.5" CAL. TREE

TREE LEGEND	
	EXISTING TREE TO BE PRESERVED
	EXISTING TREE TO BE REMOVED

Tree Number	Latin Name	Common Name	Qualitative Condition Rating	DBH	Number of Stems	Specimen Tree	PRESERVE YES/NO	REPLACEMENT TREES
1507	Ulmus crassifolia	Cedar Elm	Fair	14	1		NO	(1) 2.5" CAL. TREE
1508	Ulmus crassifolia	Cedar Elm	Fair	8	1		NO	(1) 2.5" CAL. TREE
1509	Ulmus crassifolia	Cedar Elm	Good	10	1		NO	(1) 2.5" CAL. TREE
1510	Ulmus crassifolia	Cedar Elm	Good	8	1		NO	(1) 2.5" CAL. TREE
1511	Ulmus crassifolia	Cedar Elm	Fair	11	1		NO	(1) 2.5" CAL. TREE
1512	Ulmus crassifolia	Cedar Elm	Fair	7	1		NO	(1) 2.5" CAL. TREE
1513	Carya illinoensis	Pecan	Good	11	1		NO	(1) 2.5" CAL. TREE
1514	Carya illinoensis	Pecan	Good	7	1		NO	(1) 2.5" CAL. TREE
1515	Ulmus crassifolia	Cedar Elm	Fair	12	2		NO	(1) 2.5" CAL. TREE
1516	Ulmus crassifolia	Cedar Elm	Fair	6	1		NO	(1) 2.5" CAL. TREE
1517	Carya illinoensis	Pecan	Good	10	1		NO	(1) 2.5" CAL. TREE
1518	Ulmus crassifolia	Cedar Elm	Good	7	1		NO	(1) 2.5" CAL. TREE
1519	Ulmus crassifolia	Cedar Elm	Fair	7	1		NO	(1) 2.5" CAL. TREE
1520	Carya illinoensis	Pecan	Good	8	1		NO	(1) 2.5" CAL. TREE
1570	Sideroxylon lanuginosum	Chittamwood					NO	(1) 2.5" CAL. TREE
1571	Carya illinoensis	Pecan	Good	7	1		NO	(1) 2.5" CAL. TREE
1572	Carya illinoensis	Pecan	Good	7	1		NO	(1) 2.5" CAL. TREE
1573	Ulmus crassifolia	Cedar Elm	Good	7	1		NO	(1) 2.5" CAL. TREE
1574	Ulmus crassifolia	Cedar Elm	Good	6	1		NO	(1) 2.5" CAL. TREE
1575	Ulmus crassifolia	Cedar Elm	Good	8	1		NO	(1) 2.5" CAL. TREE
1576	Ulmus crassifolia	Cedar Elm	Fair	6	1		NO	(1) 2.5" CAL. TREE
1577	Ulmus crassifolia	Cedar Elm	Fair	9	1		NO	(1) 2.5" CAL. TREE
1578	Sideroxylon lanuginosum	Chittamwood	Good	6	1		NO	(1) 2.5" CAL. TREE
1579	Ulmus crassifolia	Cedar Elm	Fair	7	2		NO	(1) 2.5" CAL. TREE
1580	Carya illinoensis	Pecan	Fair	6	1		NO	(1) 2.5" CAL. TREE
1581	Sideroxylon lanuginosum	Chittamwood	Good	7	1		NO	(1) 2.5" CAL. TREE
1582	Ulmus crassifolia	Cedar Elm	Good	8	1		NO	(1) 2.5" CAL. TREE
1583	Carya illinoensis	Pecan	Fair	7	1		NO	(1) 2.5" CAL. TREE
1584	Ulmus crassifolia	Cedar Elm	Good	8	1		NO	(1) 2.5" CAL. TREE
1585	Ulmus crassifolia	Cedar Elm	Damaged	13	3		NO	(1) 2.5" CAL. TREE
1586	Carya illinoensis	Pecan	Good	11	1		NO	(1) 2.5" CAL. TREE
1587	Ulmus crassifolia	Cedar Elm	Good	10	1		NO	(1) 2.5" CAL. TREE
1588	Ulmus americana	American Elm	Good	10	1		NO	(1) 2.5" CAL. TREE
1589	Sideroxylon lanuginosum	Chittamwood	Good	10	1		NO	(1) 2.5" CAL. TREE
1590	Sideroxylon lanuginosum	Chittamwood	Good	9	1		NO	(1) 2.5" CAL. TREE
1591	Sideroxylon lanuginosum	Chittamwood	Good	9	1		NO	(1) 2.5" CAL. TREE
1592	Sideroxylon lanuginosum	Chittamwood	Good	7	1		NO	(1) 2.5" CAL. TREE
1593	Sideroxylon lanuginosum	Chittamwood	Fair	6	1		NO	(1) 2.5" CAL. TREE
				310				(38) 2.5" CAL. TREES

OFF-SITE DRAINAGE IMPROVEMENTS TREE SURVEY & MITIGATION PLAN



ISSUES:	
06-01-18	ISSUE FOR PD
REVISIONS:	
08-14-18	PER CITY COMMENTS
10-12-18	PER CITY COMMENTS
11-09-18	PER CITY COMMENTS
11-26-18	PER CITY COMMENTS
01-04-19	PER CITY COMMENTS
01-28-19	PER CITY COMMENTS

CLIENT:

WATERMERE AT FLOWER MOUND FLOWER MOUND, TEXAS

landscape architects
MECKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878



ISSUE FOR PD

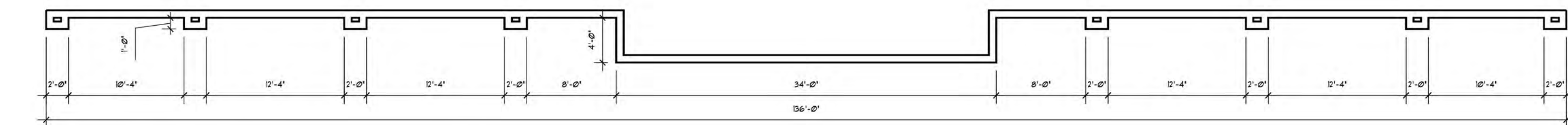
WATERMERE
AT FLOWER MOUND

FLOWER MOUND, TEXAS

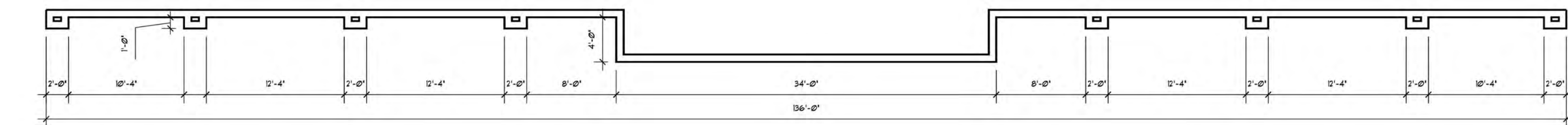
JOB NUMBER: INT-1801

TREE SURVEY &
MITIGATION PLAN

LP0.05



02 NORTH ELEVATION
SCALE 1/8" = 1'-0" OFFICE ELEVATION



04 SOUTH ELEVATION
SCALE 1/8" = 1'-0" OFFICE ELEVATION

WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone- Cobblefield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Caribe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 Balanced Beige.	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
R1	Metal Roof	Berridge Mfg. or Equal	Standing Seam Metal Roof	Charcoal Gray

NOTE:

1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.*
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MAINTAINING 10' TALL PLANTING ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
4. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT**
5. 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.
6. ALL PLAN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
7. OFFICE HVAC EQUIPMENT LOCATION TO BE DETERMINED PER OWNER. OWNER OF OFFICE SCREENING TO BE PROVIDED TO MEET CITY EQUIPMENT SCREENING REQUIREMENTS.

REVISION	
DRAWN BY: AAG	CHECKED BY: JMT
PLOT DATE: 11/8/2018	REV. DATE:
SUBMITTAL DATE: 11-29-18	PROJECT NUMBER:
ISSUED FOR: City Submittal	SHEET NO.
SCALE: AS NOTED	A11.01

Watermere at Flower Mound

Flower Mound, Texas

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SEARCH

TRACT 1 CONCEPTUAL ELEVATIONS



EAST ELEVATION
SCALE 3/32" = 1'-0"

MATERIAL TABULATION CHART (BUILDING)				
WATERMERE AT FLOWER MOUND				
			East	
			SQ. FT.	%
1	Total Facade S.F.		24483	
2	Doors, Windows, Railing S.F.		8314	
3	Facade S.F. (exclusive of doors, windows and railings)		16169	
4	Primary Masonry totals (Min. 80%)		14278	88%
	• Brick s.f. (as applicable)		5223	32%
	• Stone s.f. (as applicable)		4785	30%
	• Stucco s.f. (as applicable)		4270	26%
5	Secondary Masonry totals (max. 20%)		1891	12%
	• Hardiplank s.f. (as applicable)		1891	12%

WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone- Cobblefield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Carabe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 Balanced Beige.	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 Balanced Beige.	Fiber Cement Siding
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macadamia	Fiber Cement Siding
R1	Metal Roof	Berridge Mfg. or Equal	Standing Seam Metal Roof	Charcoal Gray

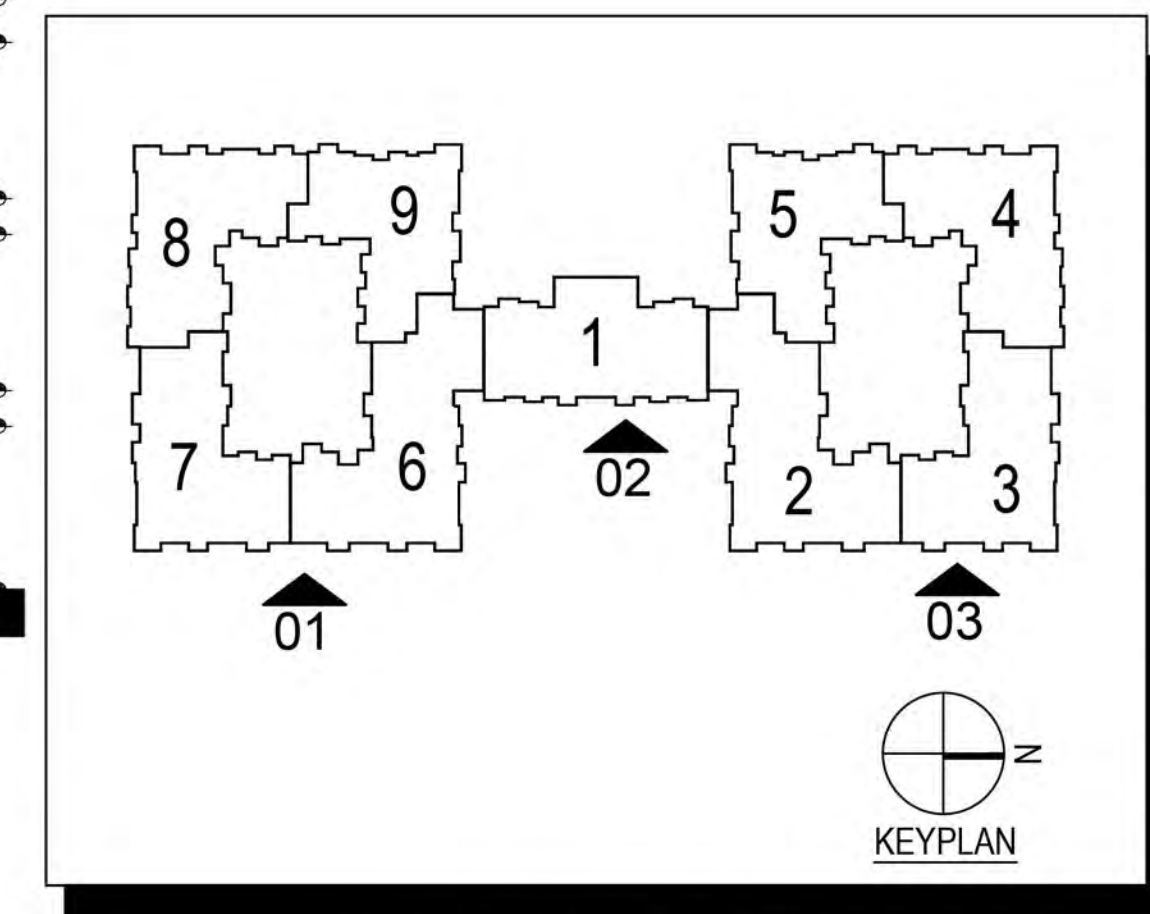
- NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.*
 2. ALL GROUND BASED HYVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED, TEXTURED TO MATCH THE COLOR OF THE BUILDING.
 4. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
 5. 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.
 6. ALL FLAN OFFSETS ARE MINIMUM 1'-0" OR GREATER.
 7. IF A SIGN IS NOT BE SCREENED, IT IS BE SCREENED, THE PARAFET WALL WILL PROVIDE REQUIRED SCREENING. HOWEVER, IF OTHER ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.



02 EAST ELEVATION
SCALE 3/32" = 1'-0"



03 EAST ELEVATION
SCALE 3/32" = 1'-0"



A5.01 SENIOR HOUSING CONCEPTUAL ELEVATIONS

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REVISION	
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PLOT DATE: 11/8/2018	REV. DATE:
SUBMITTAL DATE: 11-29-18	PROJECT NUMBER
ISSUED FOR: City Submittal	SHEET NO. A5.01
SCALE: AS NOTED	



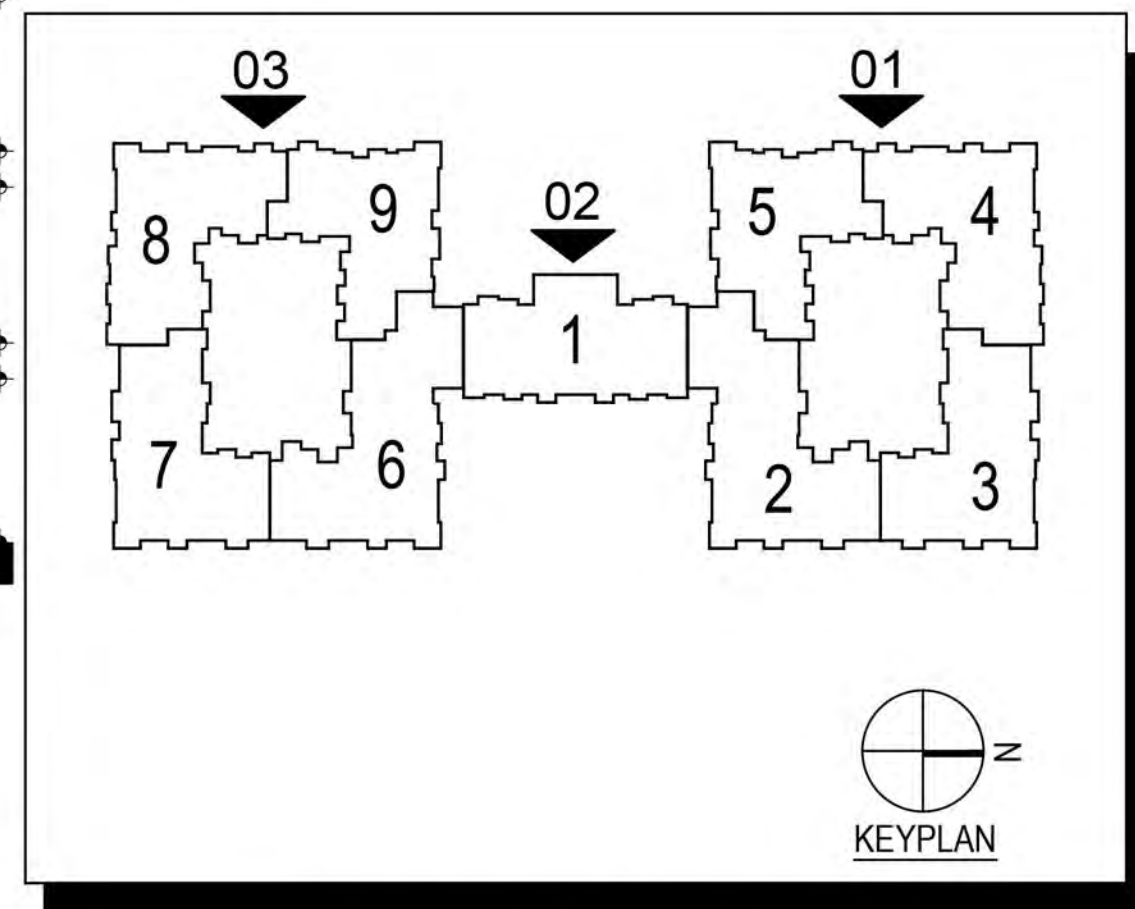
MATERIAL TABULATION CHART (BUILDING)			
WATERMERE AT FLOWER MOUND			
		West	
		SQ.FT.	%
1	Total Facade S.F.	25042	
2	Doors, Windows, Railing S.F.	8597	
3	Facade S.F. (exclusive of doors, windows and railings)	16445	
4	Primary Masonry totals (Min. 80%)	14852	90%
	• Brick s.f. (as applicable)	3352	20%
	• Stone s.f. (as applicable)	3398	21%
	• Stucco s.f. (as applicable)	8102	49%
5	Secondary Masonry totals (max. 20%)	1593	10%
	• Hardiplank s.f. (as applicable)	1593	10%



WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone- Cobblefield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Caribe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 Balanced Beige.	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 Balanced Beige.	Fiber Cement Siding
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macadamia	Fiber Cement Siding
R1	Metal Roof	Berridge Mfg. or Equal	Standing Seam Metal Roof	Charcoal Gray

NOTE:

1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HYVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
4. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
5. 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 TOIN REGULATIONS.
6. ALL ELEVATIONS SHALL BE 12" OR GREATER.
7. FOR ANY CONDENSERS THAT ARE TO BE ROOF-MOUNTED, THE PARAPET WALL WILL PROVIDE REQUIRED SCREENING. HOWEVER, IF OTHER ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.



Watermere at Flower Mound

Flower Mound, Texas

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SUBMITTAL DATE: 11-29-18	PROJECT NUMBER
ISSUED FOR: City Submittal	SHEET NO. A5.02
SCALE: AS NOTED	

A5.02 SENIOR HOUSING CONCEPTUAL ELEVATIONS

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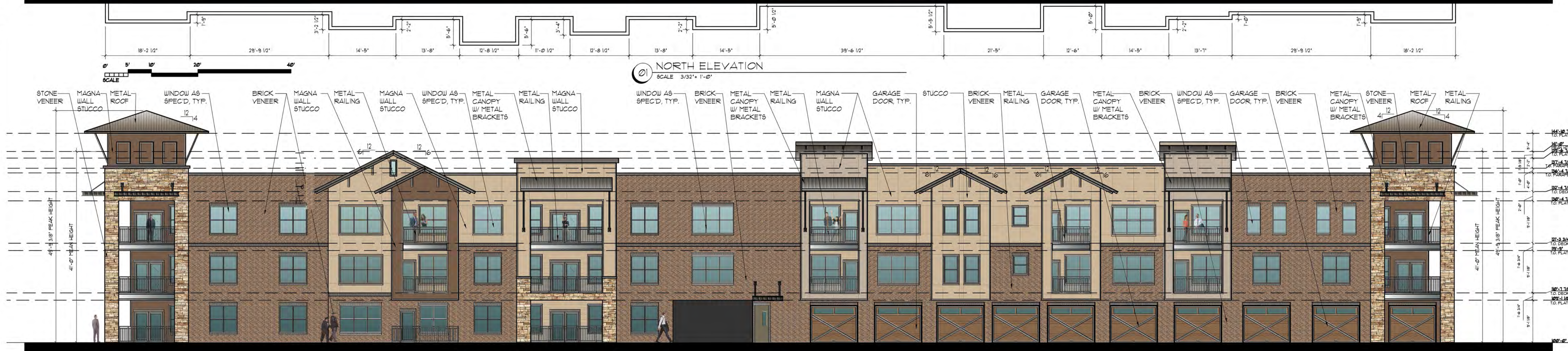
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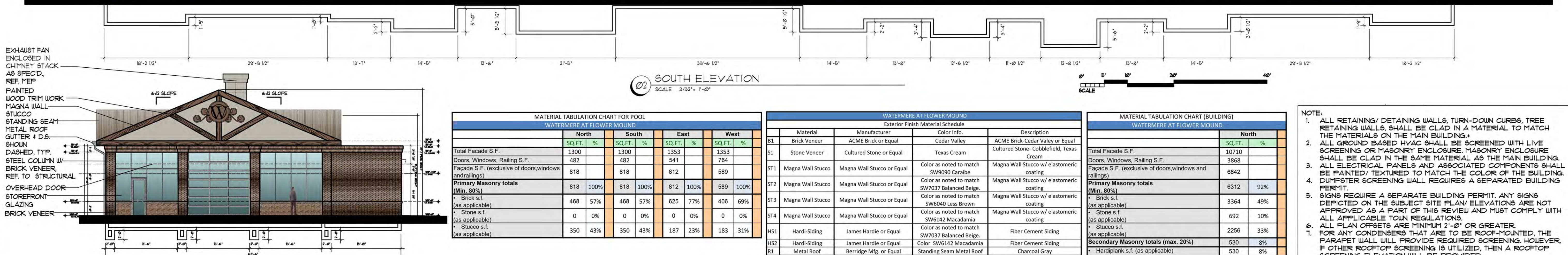
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PLOT DATE: 11/8/2018	REV. DATE:										
SUBMITTAL DATE: 11-29-18	PROJECT NUMBER										
ISSUED FOR: City Submittal	SHEET NO. A5.03										
SCALE: AS NOTED											



01 NORTH ELEVATION
SCALE 3/32" = 1'-0"



02 SOUTH ELEVATION
SCALE 3/32" = 1'-0"



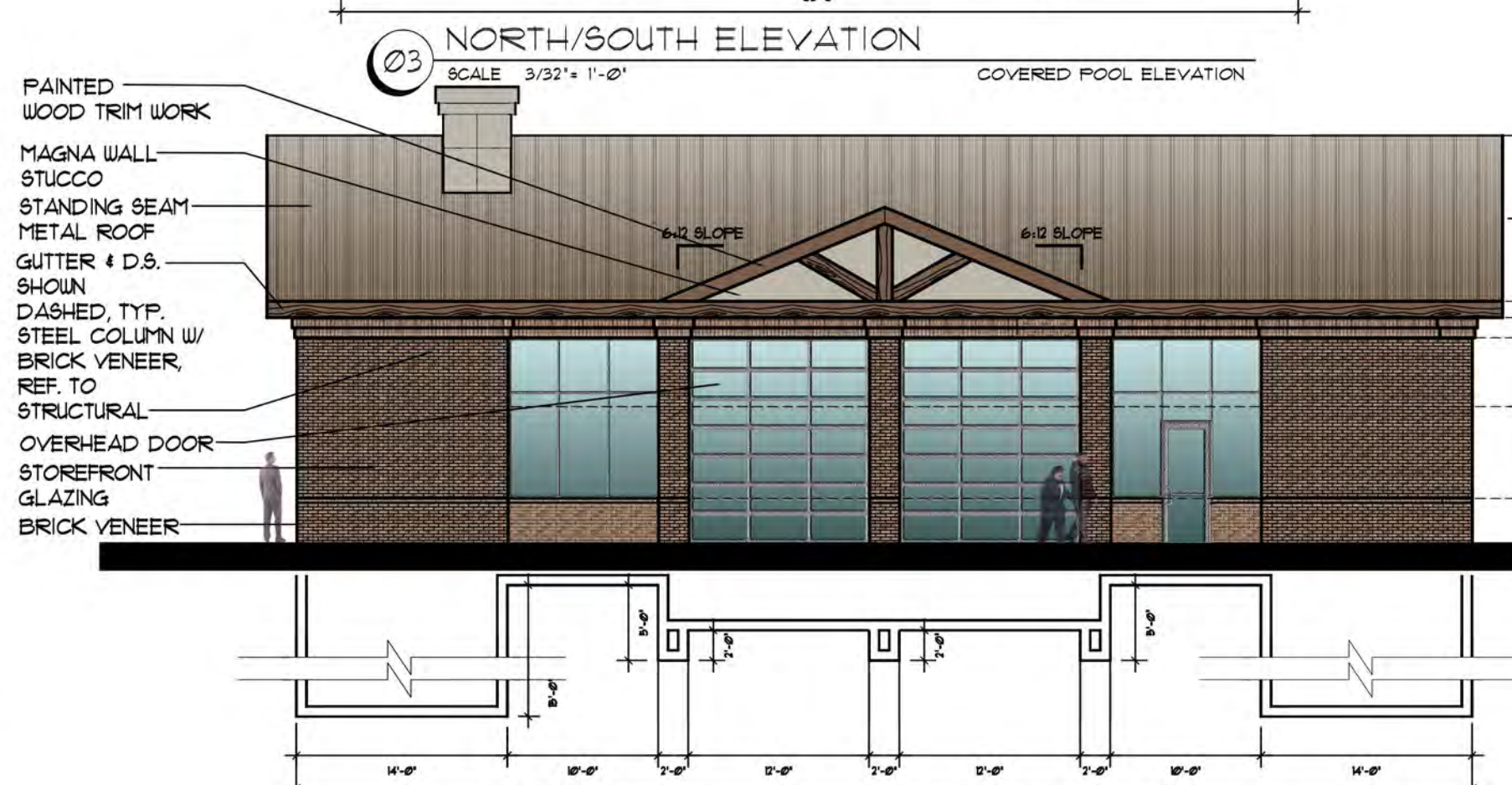
	North		South		East		West	
	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%
Total Facade S.F.	1300		1300		1353		1353	
Doors, Windows, Railing S.F.	482		482		541		764	
Facade S.F. (exclusive of doors, windows and railings)	818		818		812		589	
Primary Masonry totals (Min. 80%)	818	100%	818	100%	812	100%	589	100%
* Brick s.f. (as applicable)	468	57%	468	57%	625	77%	406	69%
* Stone s.f. (as applicable)	0	0%	0	0%	0	0%	0	0%
* Glueco s.f. (as applicable)	350	43%	350	43%	187	23%	183	31%

WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone - Cobblefield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9000 Carabe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 balanced Beige	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 balanced Beige	Fiber Cement Siding
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macadamia	Fiber Cement Siding
R1	Metal Roof	Berridge Mfg. or Equal	Standing Seam Metal Roof	Charcoal Gray

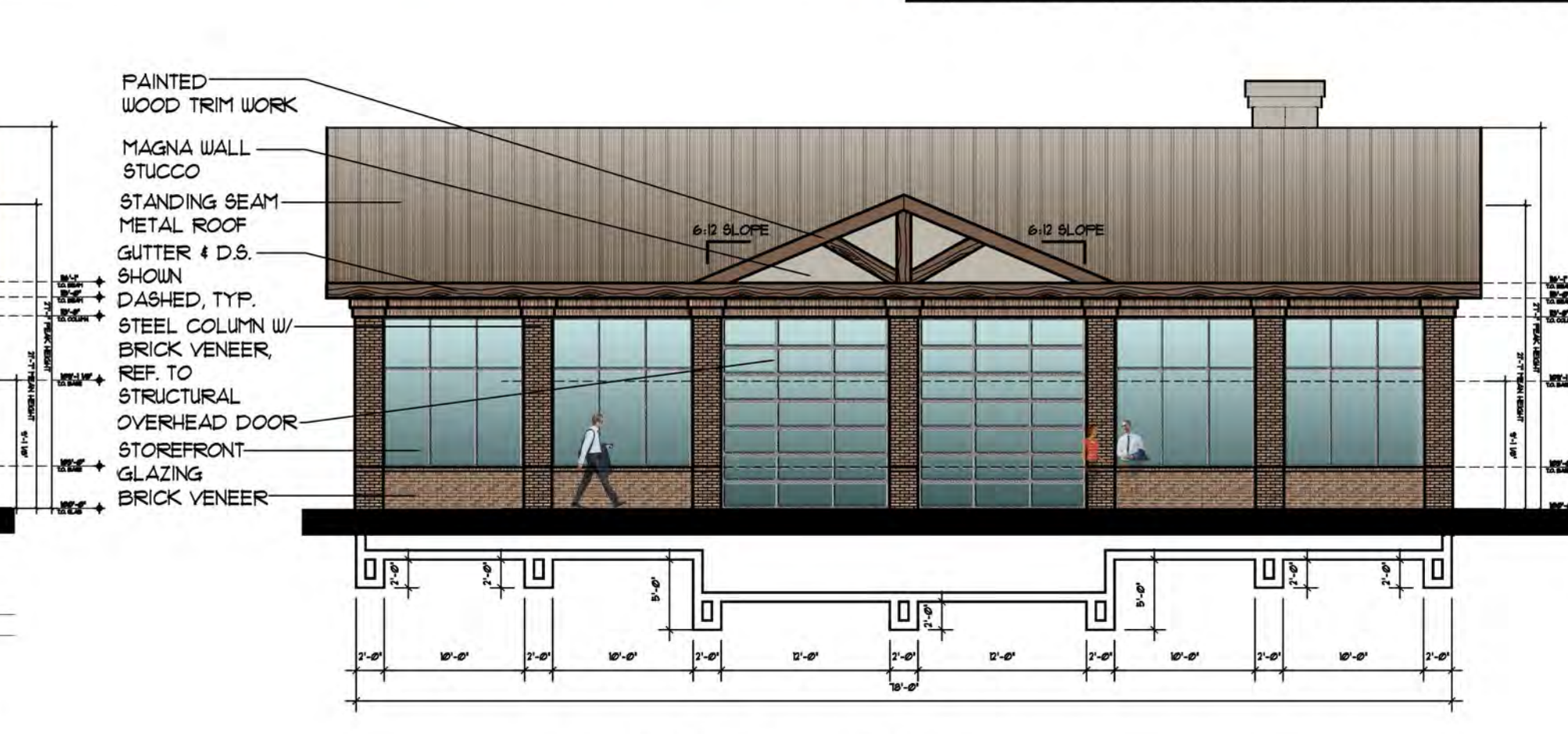
MATERIAL TABULATION CHART (BUILDING)			
WATERMERE AT FLOWER MOUND			
		North	
		SQ.FT.	%
Total Facade S.F.		10710	
Doors, Windows, Railing S.F.		3868	
Facade S.F. (exclusive of doors, windows and railings)		6842	
Primary Masonry totals		6312	92%
(Min. 80%)			
• Brick s.f. (as applicable)		3364	49%
• Stone s.f. (as applicable)		692	10%
• Stucco s.f. (as applicable)		2256	33%
Secondary Masonry totals (max. 20%)		530	8%
• Hardiplank s.f. (as applicable)		530	8%

NOTE:

1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.*
2. ALL GROUND BASED HYVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE, MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
4. DOWN WATER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
5. 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.
6. ALL PLAN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
7. FOR ANY SCREENING OF THE AREA OF THE ROOF-PAINTED, THE PARAPET WALL WILL PROVIDE REQUIRED SCREENING, HOWEVER IF OTHER ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

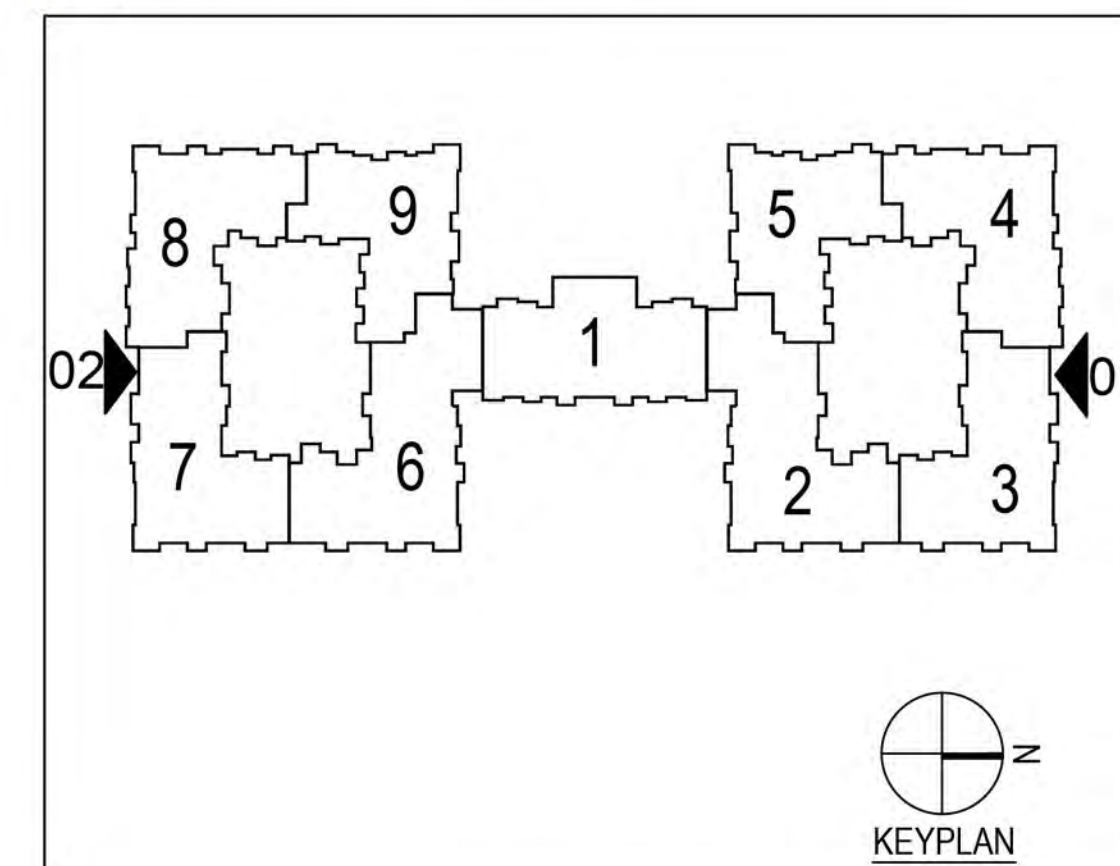


04 EAST ELEVATION
SCALE 3/32" = 1'-0"

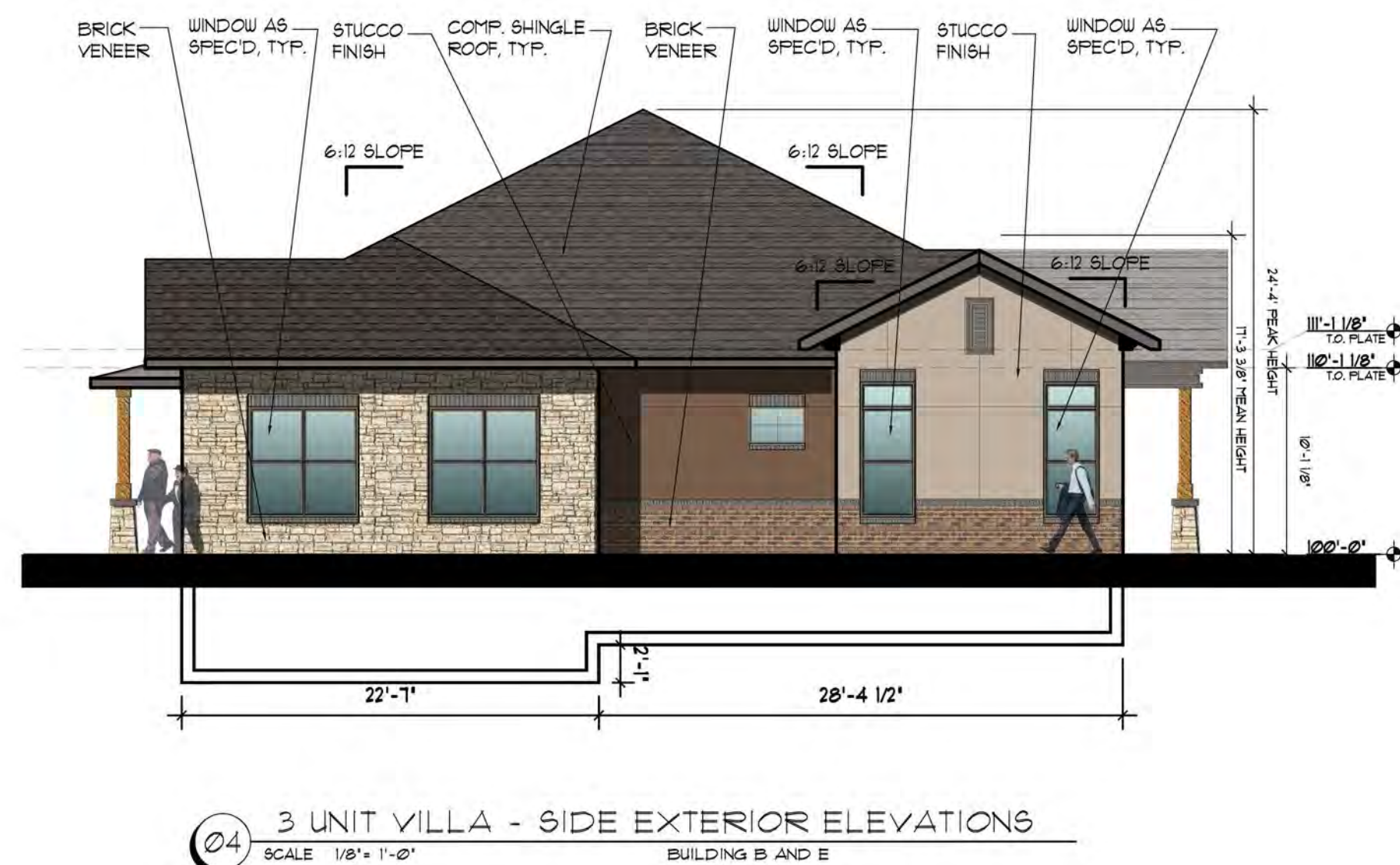


05 WEST ELEVATION
SCALE 3/32" = 1'-0"

MATERIAL TABULATION CHART (BUILDING)			
WATERMERE AT FLOWER MOORE			
		South	
		SQ.FT	%
Total Facade S.F.		10710	
Doors, Windows, Railing S.F.		3868	
Facade S.F. (exclusive of doors, windows and railings)		6842	
Primary Masonry totals (min. 80%)		6312	92%
• Brick s.f. (as applicable)		3364	49%
• Stone s.f. (as applicable)		692	10%
• Stucco s.f. (as applicable)		2256	33%
Secondary Masonry totals (max. 20%)		530	8%
• Hardiplank s.f. (as applicable)		530	8%



A5.03 SENIOR HOUSING CONCEPTUAL ELEVATIONS



WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone - Cobblefield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Carabe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 Balanced Beige.	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 Balanced Beige.	Fiber Cement Siding
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macadamia	Fiber Cement Siding
R1	Metal Roof	Berridge Mfg. or Equal	Charcoal Gray	Standing Seam Metal Roof

- NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.*
 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 ELECTRICAL, TOWER, VENTILATION COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
 4. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
 5. 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.
 6. ALL PLAN OFFSETS ARE MINIMUM 2' 0" OR GREATER.
 7. IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

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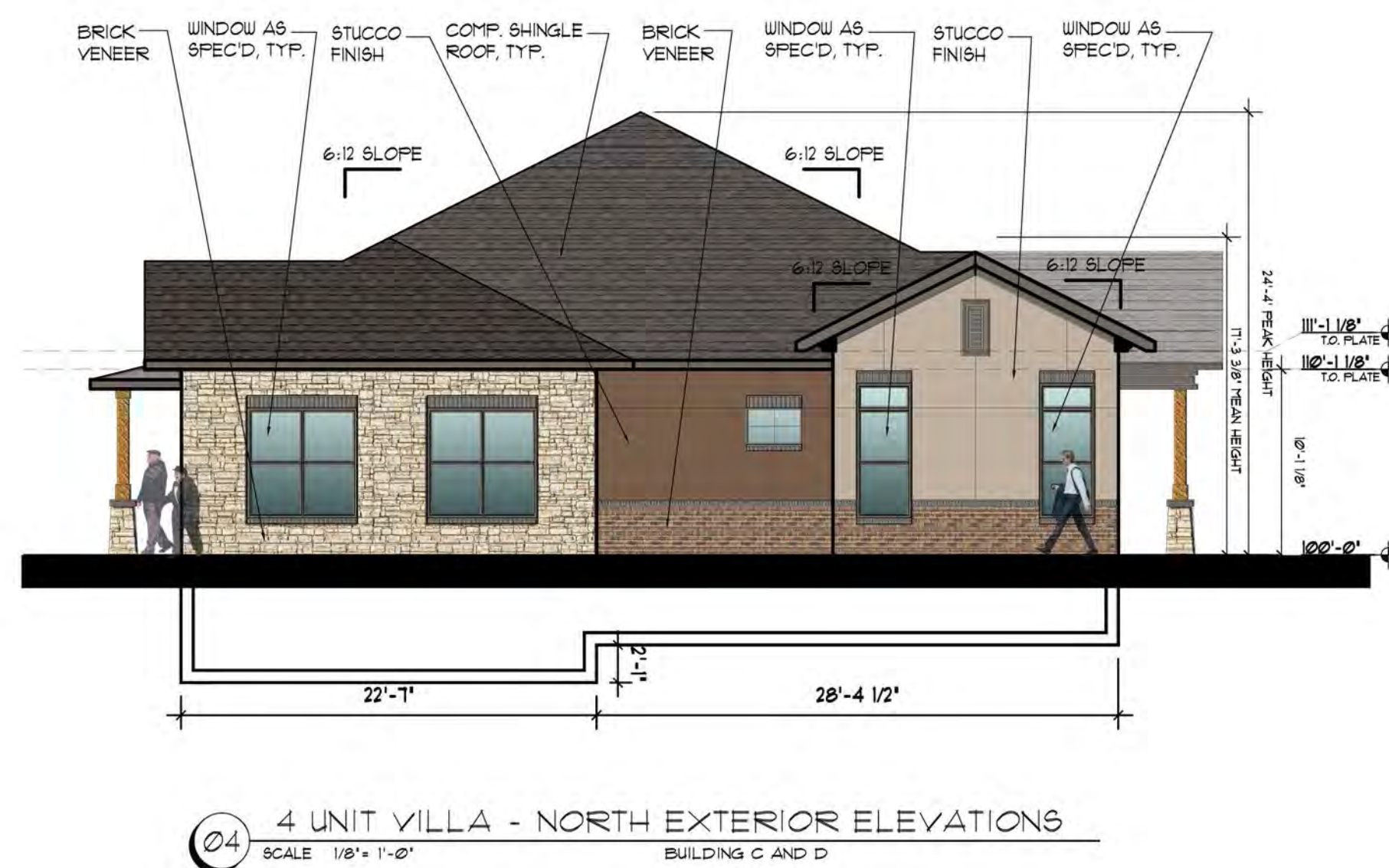
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PLOT DATE: 11/8/2018	REV. DATE:
SUBMITTAL DATE: 11-09-18	PROJECT NUMBER:
ISSUED FOR: City Submittal	SHEET NO.
SCALE: AS NOTED	A5.05



MATERIAL TABULATION CHART FOR VILLA (4 UNITS)									
WATERMERE AT FLOWER MOUND									
		South		North		East		West	
		SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%
1	Total Facade S.F.	572		572		2196		2219	
2	Doors, Windows, Railing S.F.	143		143		913		798	
3	Facade S.F. (exclusive of doors, windows and railings)	429		429		1283		1421	
4	Primary Masonry totals (Min. 80%)	430	100%	430	100%	1283	100%	1212	85%
	• Brick s.f. (as applicable)	77	18%	77	18%	595	46%	355	25%
	• Stone s.f. (as applicable)	145	34%	145	34%	688	54%	555	39%
	• Stucco s.f. (as applicable)	208	48%	208	48%	0	0%	302	21%
5	Secondary Masonry totals (max. 20%)	0	0%	0	0%	0	0%	216	15%
	• Hardplank s.f. (as applicable)	0	0%	0	0%	0	0%	216	15%
	• Detail any additional (as applicable)	...		...		...		...	

WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone - Cobblesfield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Carabe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 balanced Beige	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macademia	Magna Wall Stucco w/ elastomeric coating
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 balanced Beige	Fiber Cement Siding
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macademia	Fiber Cement Siding
R1	Metal Roof	Berridge Mfg. or Equal	Charcoal Gray	Standing Seam Metal Roof

- NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.+
 2. ALL GROUND BASED HYVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 3. ALL ELECTRICAL FOUND REAR ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
 4. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
 5. 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.
 6. ALL PLAN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
 7. IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

Watermere at Flower Mound

Flower Mound, Texas

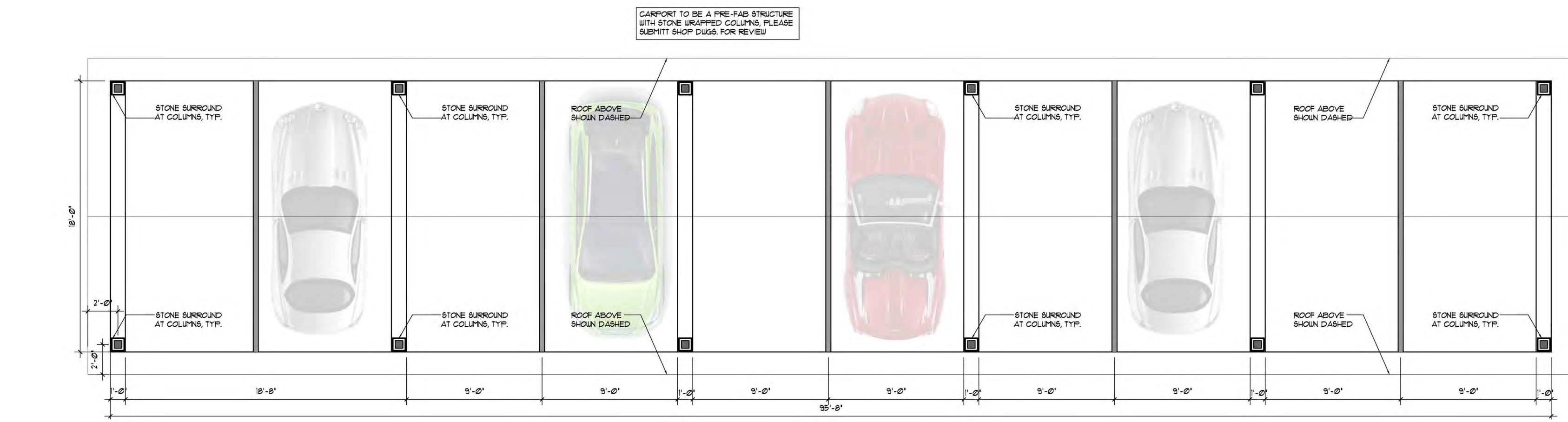
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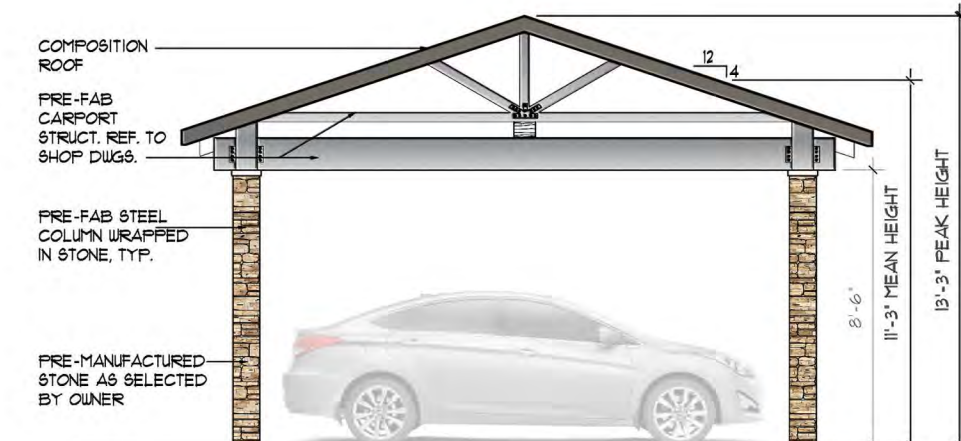
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SUBMITTAL DATE: 11-09-18	PROJECT NUMBER
ISSUED FOR: City Submittal	SHEET NO. A5.00
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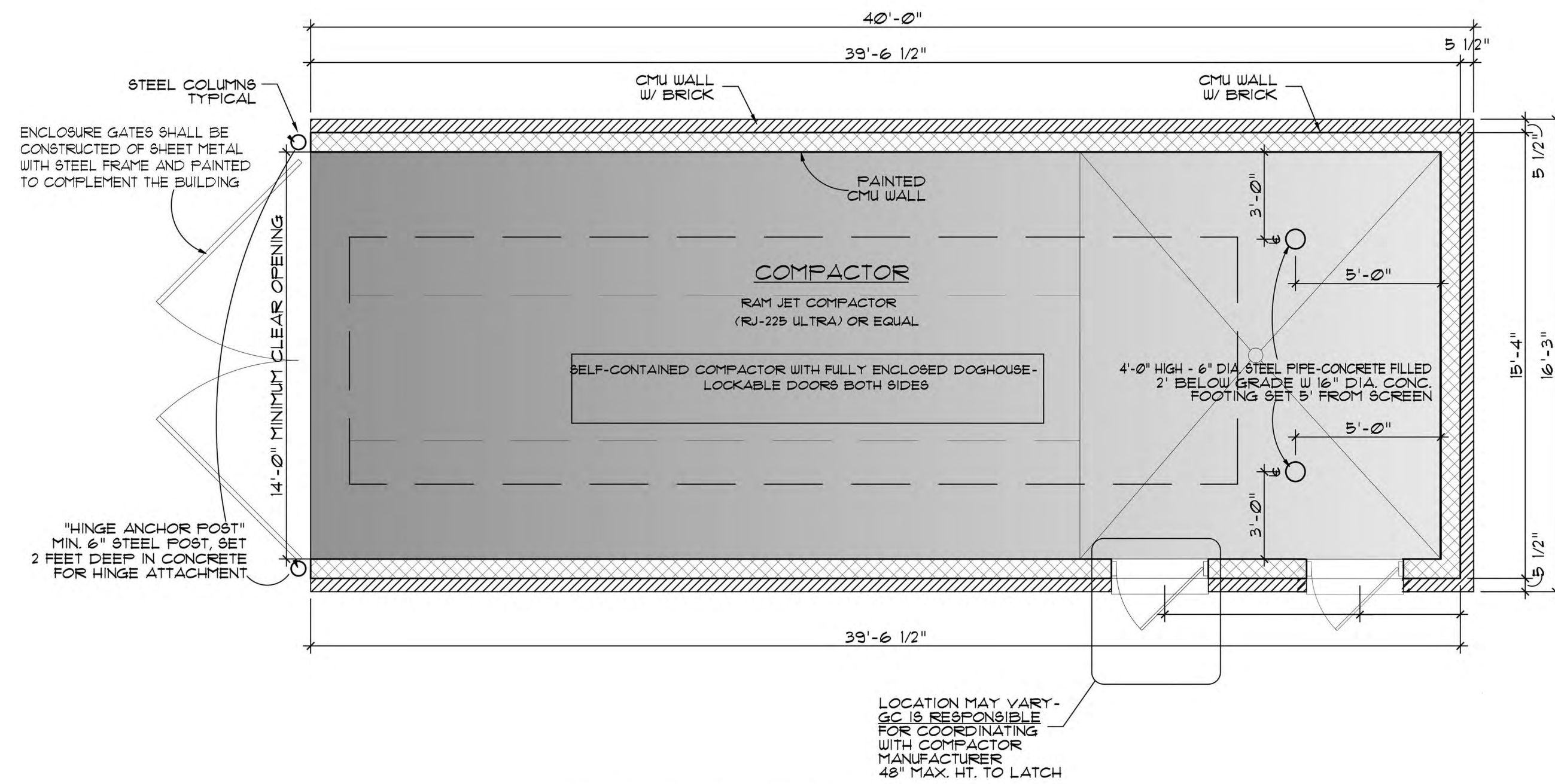
01 CARPORT PLAN
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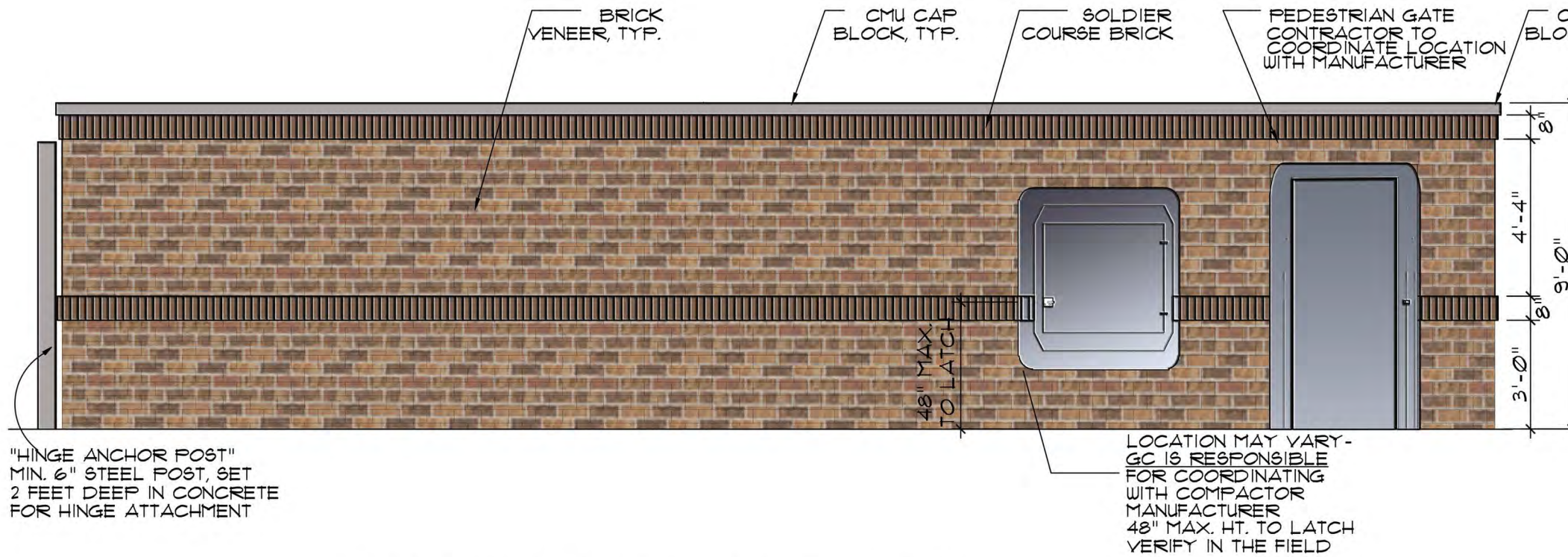
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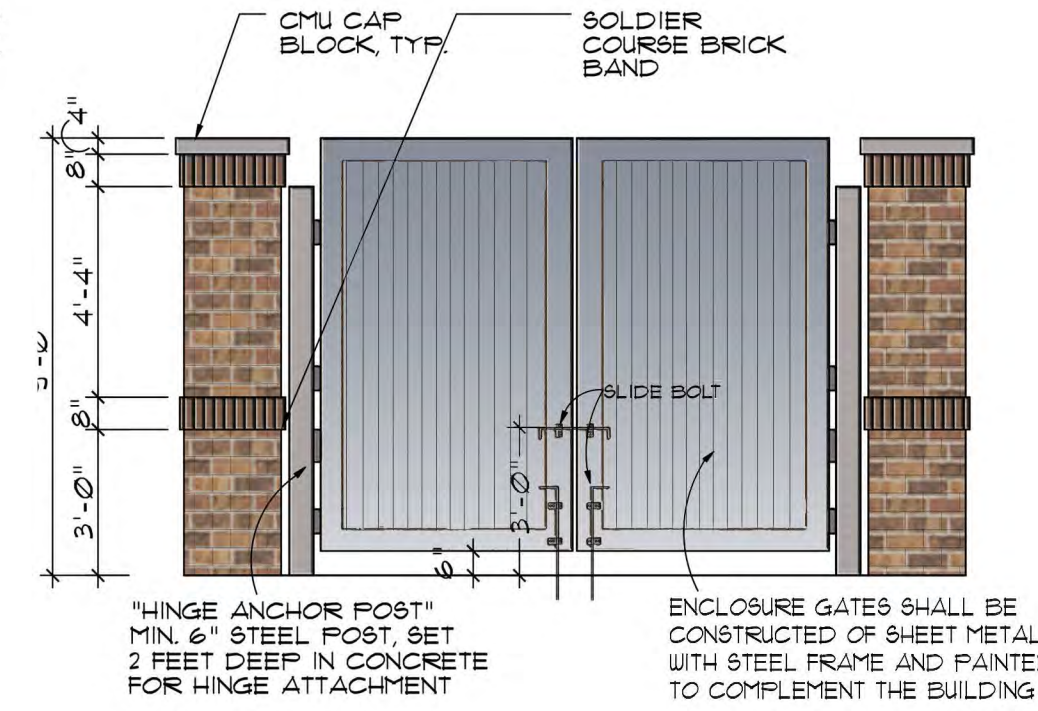
03 CARPORT SIDE ELEVATION
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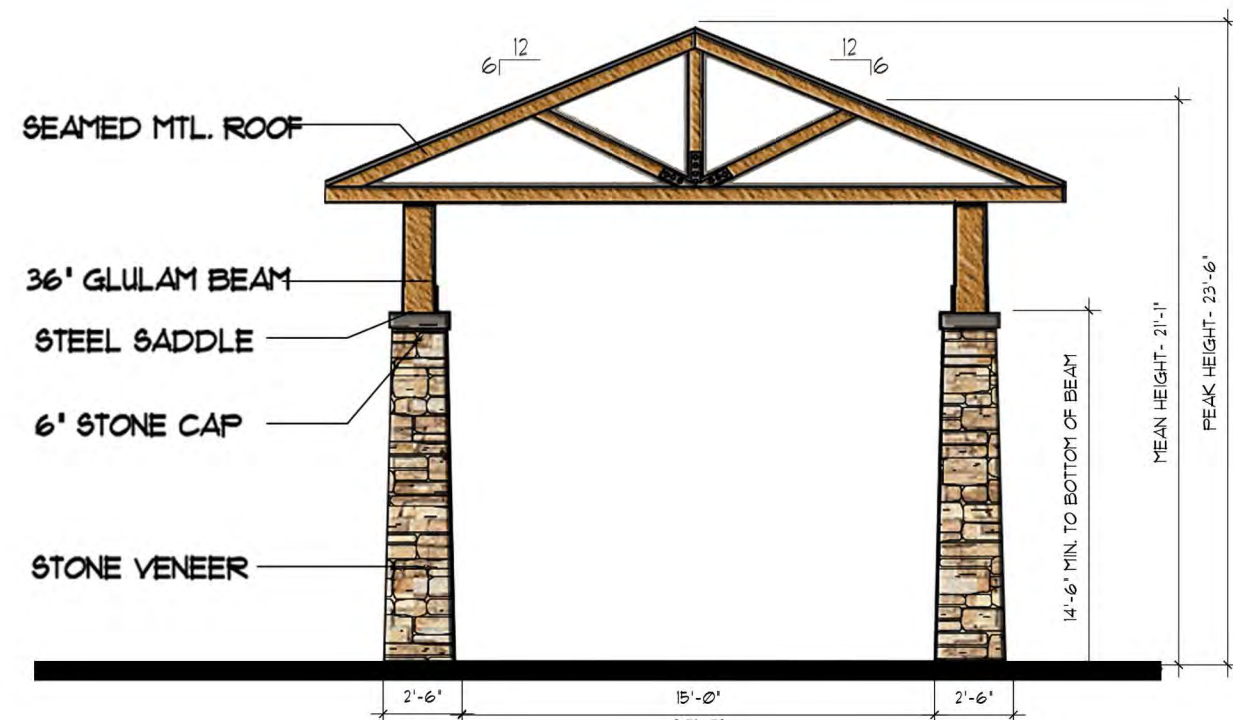
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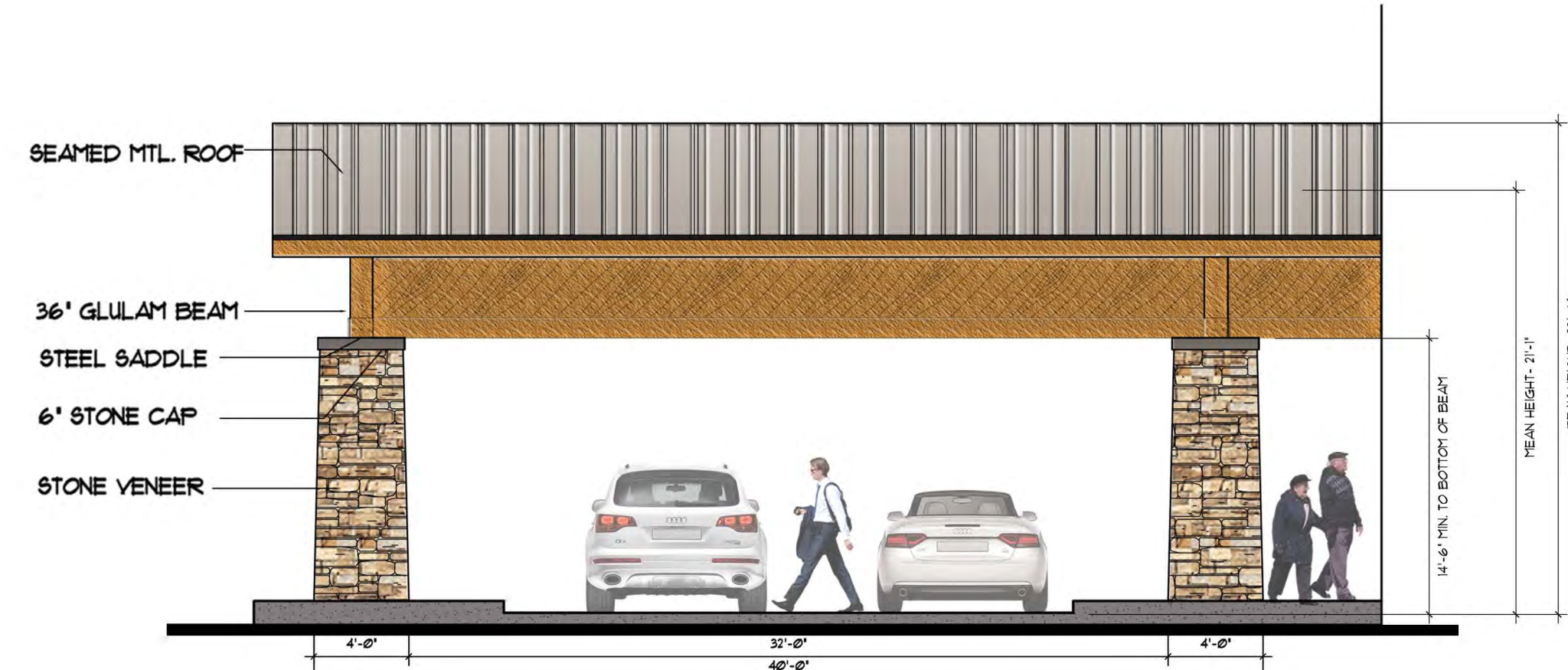
05 ENCLOSURE - ELEVATION
SCALE NTS



06 ENCLOSURE SIDE ELEVATION
SCALE NTS



07 PORTE-COCHERE - FRONT ELEVATION
SCALE NTS



08 PORTE-COCHERE - SIDE ELEVATION
SCALE NTS

- NOTE:
- ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 - ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 - ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
 - DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
 - SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 - ALL PLAN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
 - IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

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DRAWN BY: AAG	CHECKED BY: JMT
PLOT DATE: 11/8/2018	REV. DATE:
SUBMITTAL DATE: 11-29-18	PROJECT NUMBER
ISSUED FOR: City Submittal	SHEET NO.
SCALE: AS NOTED	A11.02

CONCEPTUAL RENDERING A1
COURTYARD

CONCEPTUAL RENDERING B
CLUBHOUSE AMENITY
AREA

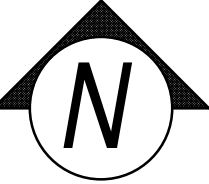
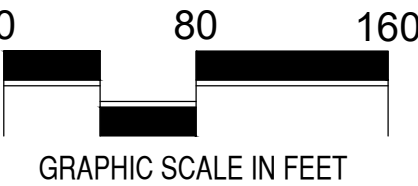
CONCEPTUAL RENDERING C
DOG PARK

CONCEPTUAL RENDERING A2
COURTYARD

CONCEPTUAL RENDERING D
DETENTION POND

RENDERING KEY PLAN

SCALE: 1" = 60'-0"



ISSUES:	
①	06-01-18 ISSUE FOR PD
○	
○	
○	
REVISIONS:	
⚠	08-14-18 PER CITY COMMENTS
⚠	10-12-18 PER CITY COMMENTS
⚠	11-09-18 PER CITY COMMENTS
⚠	11-26-18 PER CITY COMMENTS
⚠	01-04-19 PER CITY COMMENTS

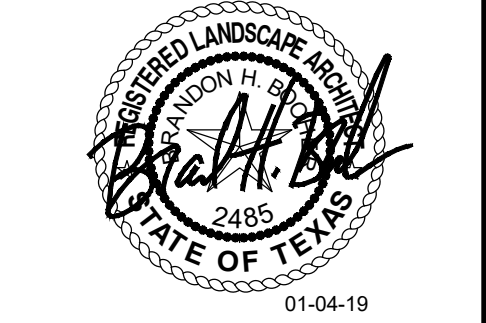
CLIENT:

WATERMERE
AT FLOWER MOUND
FLOWER MOUND, TEXAS

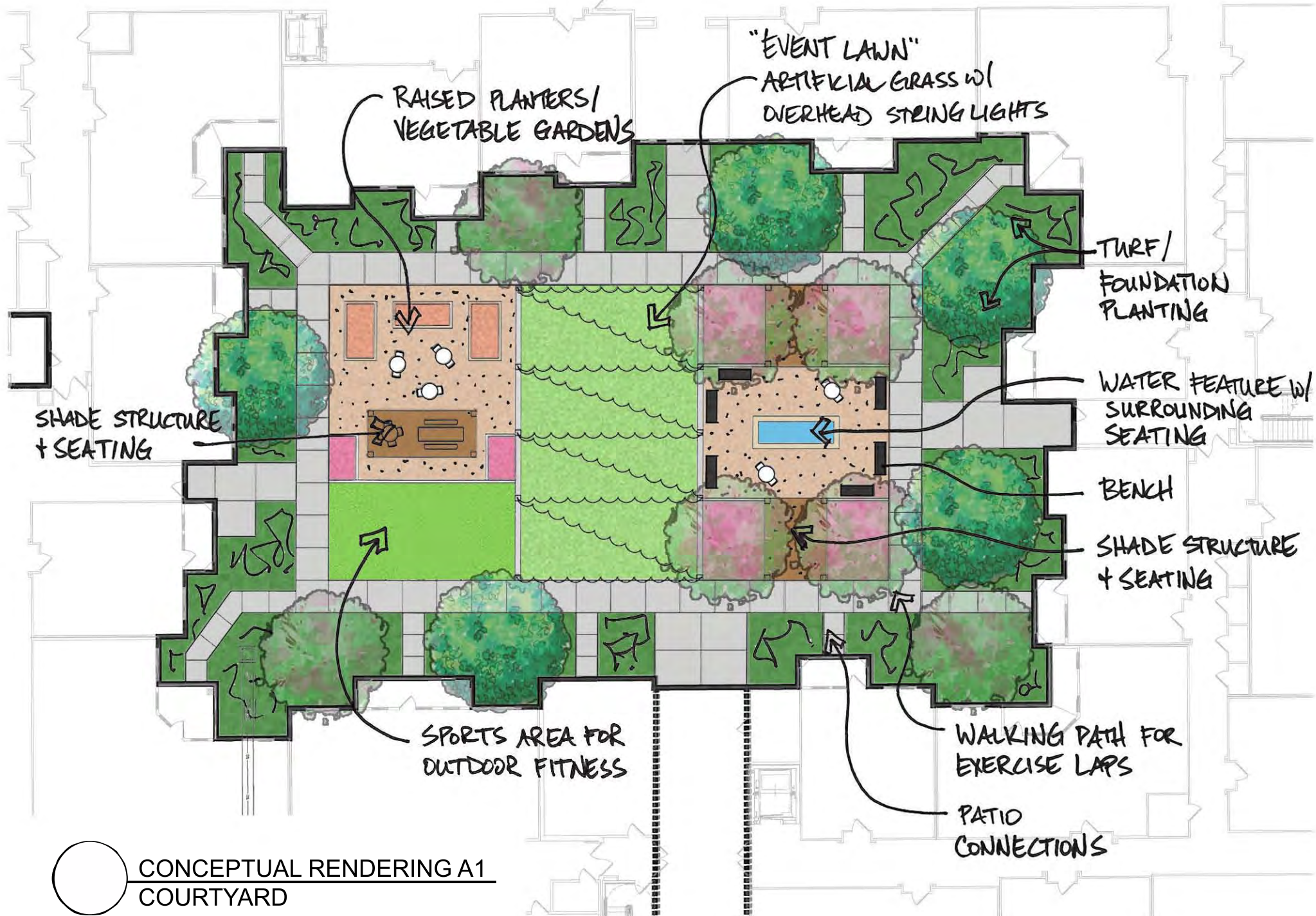


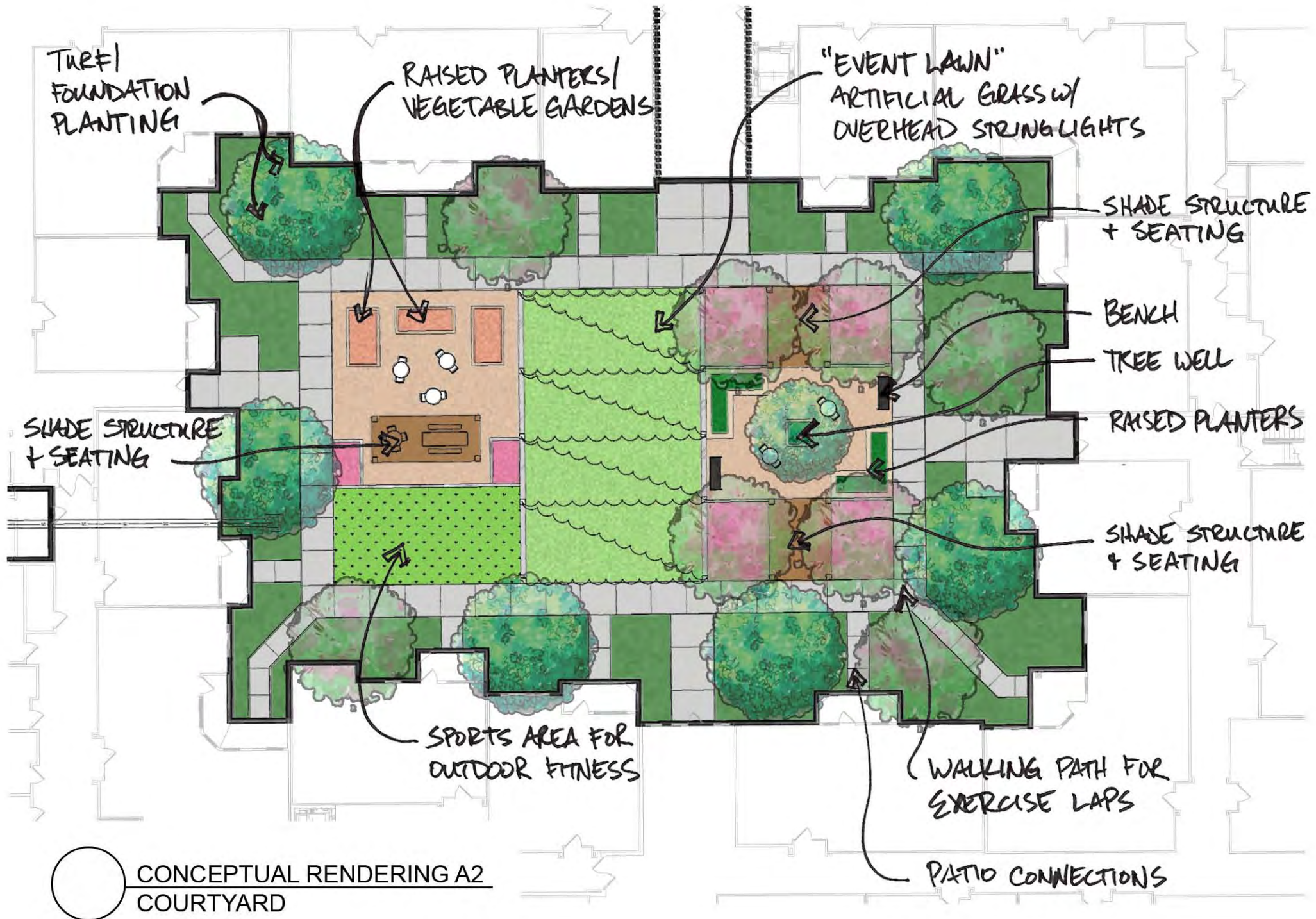
landscape
architects

MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

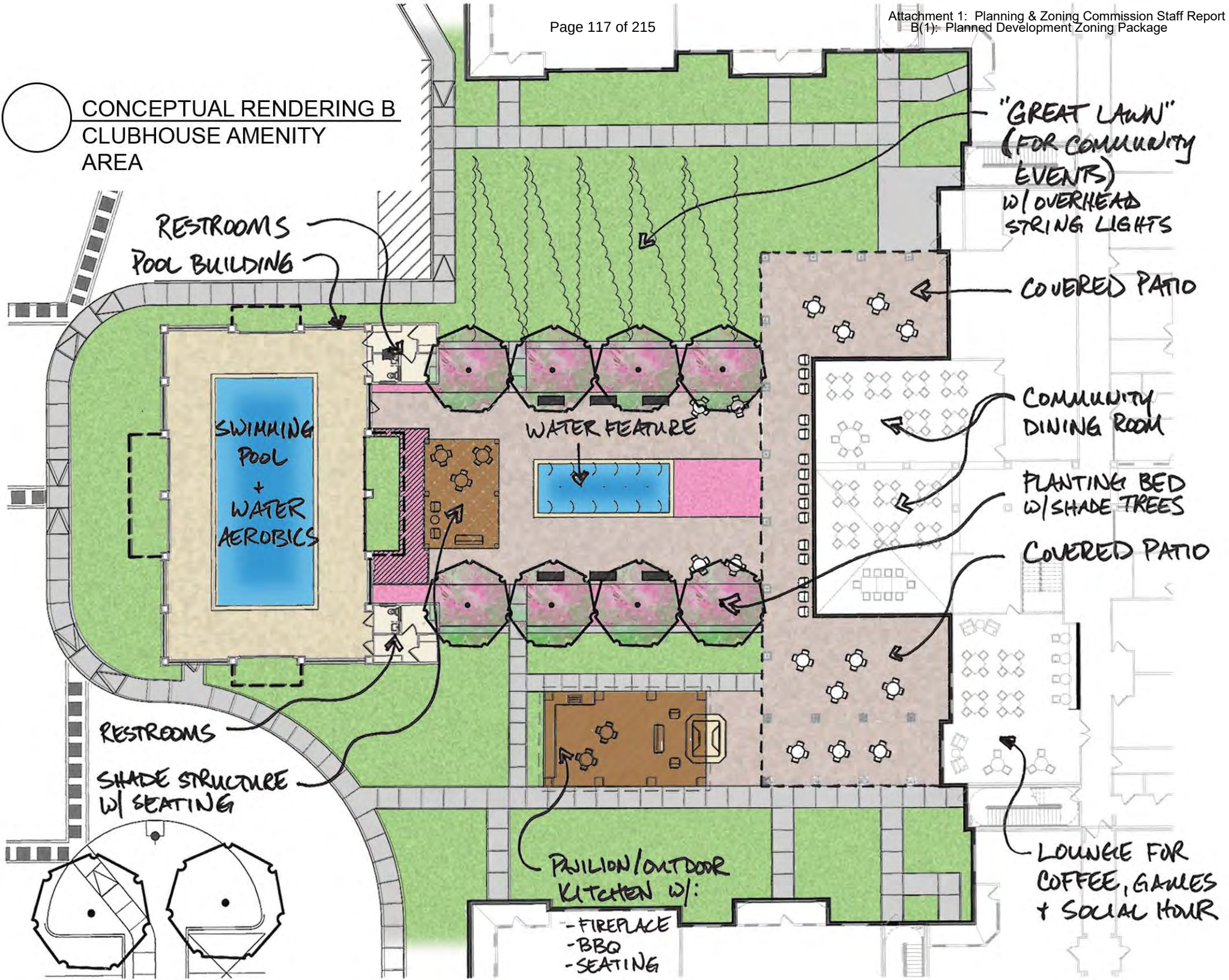


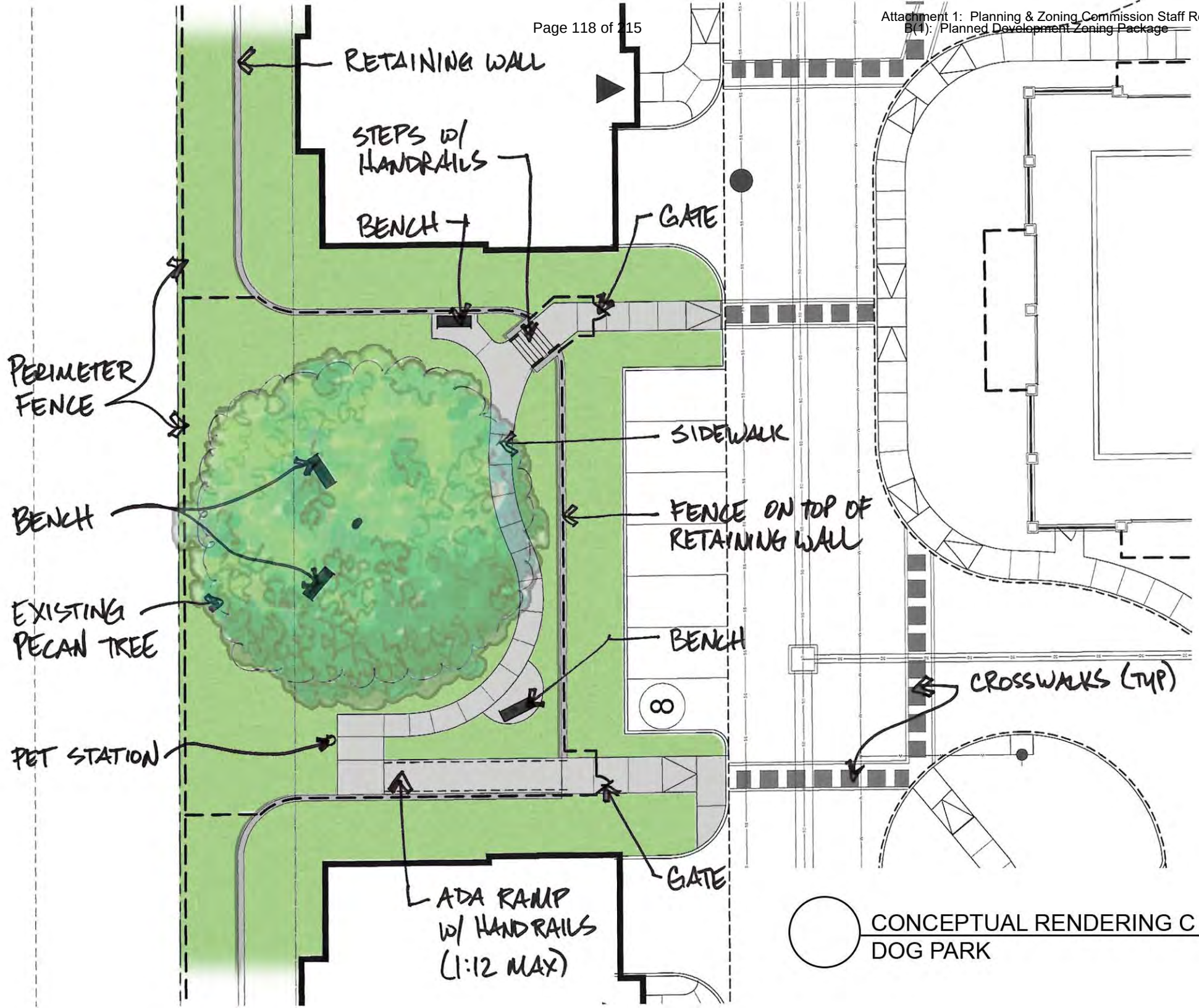
ISSUE FOR PD	
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FLOWER MOUND, TEXAS	
JOB NUMBER: INT-1801	
RENDERING KEY PLAN	
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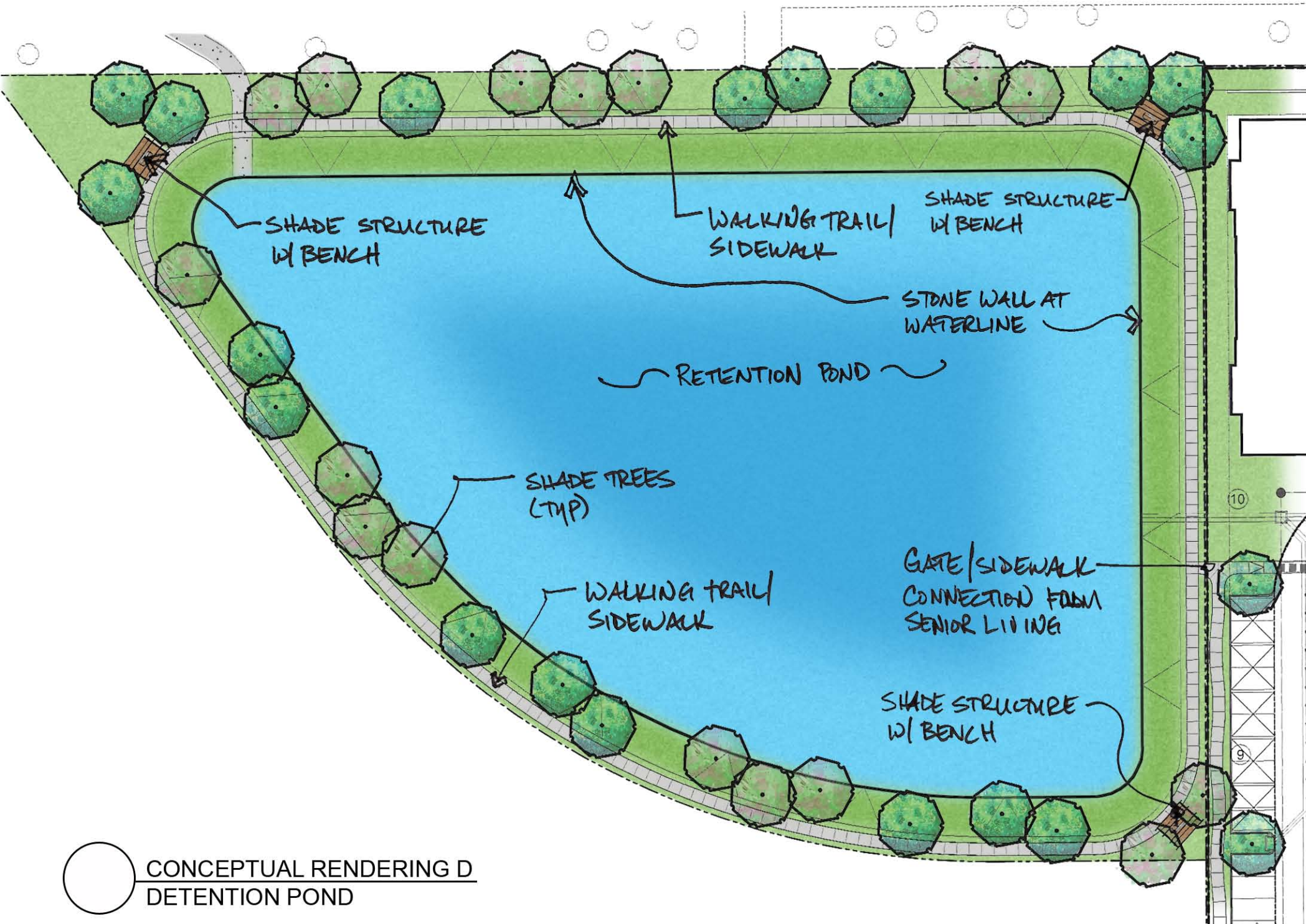


CONCEPTUAL RENDERING B
CLUBHOUSE AMENITY AREA





CONCEPTUAL RENDERING C
DOG PARK



CONCEPTUAL RENDERING D
DETENTION POND

Exhibit “B”**Development Standards****Planned Development District - 167 (PD-167) Watermere at Flower Mound**

The development on the property comprising approximately 15.753 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES.

1. Tract 1. The uses listed as Permitted Uses in Office District (O) in the Town’s Zoning Ordinance shall be permitted.
2. Tract 2. The following uses listed herein may be Permitted Uses:
 - Accessory use, general, subject to section 98-972.
 - Church or rectory.
 - Dwelling, multifamily, subject to Ordinance No. 07-17 for Senior Housing.
 - Off-street parking, accessory.
 - Park or playground, public.
 - Swimming pool, private, subject to section 98-996.

B. SPECIFIC USES.

1. Tract 1. The uses listed as Specific Uses in the Office District (O) in the Town’s Zoning Ordinance shall be permitted.
2. Tract 2. The uses listed as Specific Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance shall be permitted.

C. TEMPORARY USES.

1. Tract 1. The uses listed as Temporary Uses in the Office District (O) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.
2. Tract 2. The uses listed as Temporary Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

D. DIMENSIONAL REGULATIONS.

1. Tract 1. The dimensional regulations listed for Office District (O) in the Town’s Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

- a. Minimum rear yard. The minimum rear yard shall be ten feet.
2. Tract 2. The dimensional regulations listed for Multifamily District (MF) in the Town's Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:
 - a. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling.
 - b. Minimum floor area per unit. The minimum floor area per unit shall be 600 square feet. There shall be an average minimum floor area per unit of 850 square feet.
 - c. Minimum front yard. There shall be a minimum front yard of 15 feet along the future Whyburn Drive,
 - d. Minimum side yard. The minimum side yard shall be ten feet.
 - e. Minimum rear yard. The minimum rear yard shall be ten feet.
 - f. Maximum height. The maximum height shall be three stories or 45 feet. Architectural features may project an additional ten feet above the maximum height.
- E. TRACT 2 AMENITIES. The following amenities shall be required for this Planned Development:
 1. Per Ordinance No. 07-17, the developer requests exemption from the Town's parkland dedication and park development fee requirements in order to reinvest those funds in on-site recreational spaces such as following:
 - a. Heated pool (minimum surface area of 1000 square feet) with full enclosure for year-round use.
 - b. Two outdoor seating & activity areas within the two interior courtyards, with a minimum of:
 - i. Two seating areas each with one covered/shaded;
 - ii. Walking path; and,
 - iii. Significant landscaping, shrubbery and greenspace.
 - c. BBQ grill area with adjacent seating.
 - d. Dog park.
 - e. Walking Trail.
 - i. A walking trail within the development shall be provided, with a direct connection to the walking trail around the adjacent retention pond.
 - ii. As provided for in Paragraph G(1), should the retention pond be expanded or relocated, every effort should be made to maintain a direct connection to the walking trail around the pond.
 - f. A minimum of 7,500 square feet of indoor amenities to include:
 - i. Fitness and aerobics center with equipment designed for seniors;
 - ii. Activity Director's office and adjacent activity room/arts and crafts room;
 - iii. Sports/media lounge seating area with card table and audio/video;
 - iv. Beauty salon & spa;
 - v. Full service dining room and commercial kitchen for regularly scheduled meal service; and,
 - vi. Café/bistro area with coffee bar and area for social hour.

F. LANDSCAPE, HARDSCAPE, AND SCREENING STANDARDS.

1. Side and rear yard landscaping and other landscape areas for each tract are generally located as shown on Exhibit "D" and shall require final detail with each site plan application.
2. A minimum six-foot-tall decorative metal fence shall be provided in the locations along the perimeter of each tract as shown on Exhibit "C".

G. MISCELLANEOUS STANDARDS. This Planned Development shall be subject to the following standards:

1. Off-Site Storm Water Retention. The development shall meet the Town's minimum drainage standards. Appropriate documentation shall be provided concurrently with a record plat application that provides for maintenance of the off-site retention pond shown on Exhibit C that is required for the development of PD-167. The documentation shall also provide for the long-term maintenance responsibility of the off-site retention pond in accordance with the Town's Code of Ordinances. The Town, in its sole discretion, shall determine whether the documentation provided pursuant to this section is appropriate to provide for maintenance of the off-site retention pond as required herein and as required by the Town's Code of Ordinances. The Town, in its sole discretion, shall determine whether expansion or relocation of the off-site retention pond is required as a result of adjacent development. In the event that expansion or relocation of the off-site retention pond is required, appropriate documentation shall be provided to the Town that provides for the long-term maintenance of the relocated or expanded off-site retention pond.
2. Subject to compliance with G.1., an amendment to Exhibit B of this Planned Development shall not be required due to the expansion or relocation of the off-site retention pond.
3. Tract 2.
 - a. Renderings. All site plan applications submitted for approval shall comply with the depiction of buildings, landscaping, open space areas, sidewalk and crosswalk detail, and amenity details as shown on Exhibit "F".
 - b. Required parking for senior housing shall be 1.2 spaces per unit.
 - c. The maximum number of dwelling units shall be 240.
 - d. Off-site Retention Pond.
 - i. Resident access to an off-site pond and amenity shall be provided along the southern property line.
 - ii. As provided for in Paragraph G(1), should the retention pond be expanded or relocated, every effort should be made to maintain resident access from the southern property line.
 - e. With the first site plan or record plat application for any residential development, the developer shall submit Covenants, Conditions and Restrictions ("Deed Restrictions") to the Town for the Town's review and approval that restrict the age of the residents within the development to persons age 55 or older in accordance with the provisions of the

Housing for Older Persons Act of 1995, as amended, ("HOPA") established in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619)("FHA").

f. The development is subject to an approved developer's agreement.

H. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Tract 2.

- a. Compatibility Buffer - Section 82-302. The compatibility buffer and masonry wall requirements shall not apply along the southern property line.
- b. Compatibility Setback – Section 82-303. The compatibility setback shall not apply along the southern property line.

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 15.7527 ACRES OF LAND SITUATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 834, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 167 (PD-167) WITH AGE-RESTRICTED, HIGH-DENSITY RESIDENTIAL USES AND OFFICE DISTRICT (O) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 15.7527 acres of land situated in the Edwin Marsh Survey, Abstract No. 834, has filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) to Planned Development District No. 167 (PD-167) with age-restricted, high-density residential uses and Office District (O) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on February 11, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 18, 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:

Approximately 15.7527 acres of land situated in the Edwin Marsh Survey, Abstract No. 834, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 167 (PD-167) with age-restricted, high-density residential uses and Office District (O) uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, conceptual elevations, and renderings of the proposed Planned Development District No. 167 (PD-167), attached hereto as Exhibits "B," "C," "D," "E," and "F," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 167 (PD-167).

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. 167 (PD-167), 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," and "F," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

ORDINANCE NO. _____**Page 3****SECTION 7**

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

SECTION 8

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

SECTION 9

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

SECTION 10

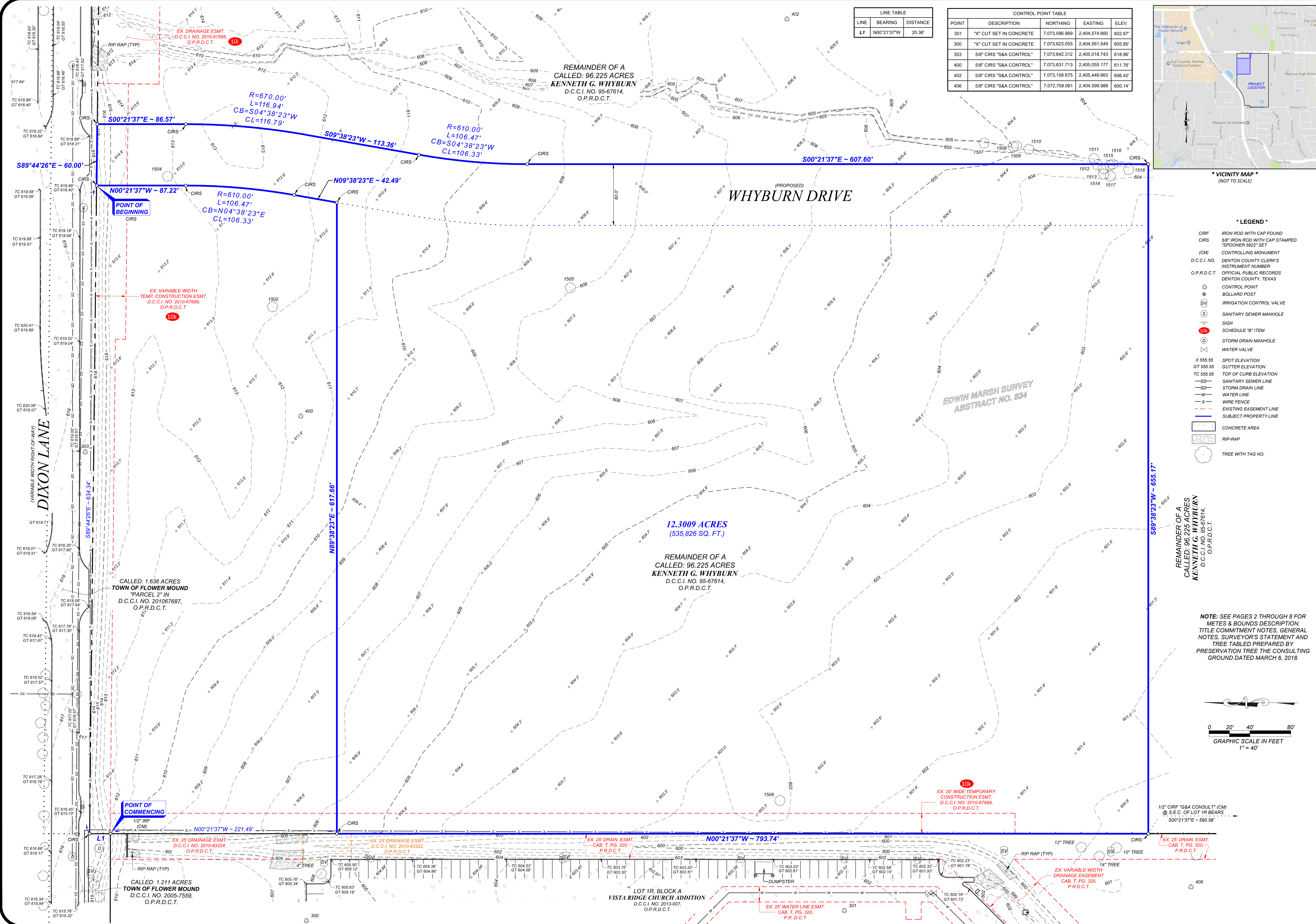
This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law, and it is so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF
_____, 2019.**

APPROVED:

Steve Dixon, **MAYOR****ATTEST:**

Theresa Scott, **TOWN SECRETARY**



ALTA/INSPS SURVEY OF

A 12.3009 ACRE TRACT OF LAND LOCATED IN THE EDWIN MARSH SURVEY, ABSTRACT NO. 634, TOWN OF FLOWER MOUND, DENTON COUNTY, TX., AND BEING A PORTION OF THE REMAINDER OF A CALLED 99.225 ACRE TRACT OF LAND CONVEYED TO KENNETH G. WHYBURN BY DEED THEREOF FILED FOR RECORD IN D.C.C.I. NO. 95-67614, O.P.R.D.C.T.

INTEGRATED REAL ESTATE GROUP

DATE: 03/29/2018

S&A JOB NO. 18-021

SCALE: 1" = 40'

DRAWN BY: C. REEDER

CHECKED BY: E. SPOONER

REVISIONS:

- 4-3-2018
ADDED ITEM 10g. TO SCH. B.
- 4-12-18 ~ UPDATE TO ADD ROADWAY TO ALTA SVY.
- 5-22-18 ~ UPDATE TO BNDY.

SHEET
1
OF 8

*** METES AND BOUNDS DESCRIPTION ***

BEING a 12.3009 acre tract of land located in the Edwin Marsh Survey, Abstract No. 834, Town of Flower Mound, Denton County, Texas, said 12.3009 acre tract of land being a portion of the remainder of a called 96.225 acre tract of land conveyed to **KENNETH G. WHYBURN**, by deed thereof filed for record in Denton County Clerk's Instrument No. 95-67614, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 12.3009 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found (Controlling Monument) on the west property line of the said 96.225 acre tract, same being the northeast lot corner of Lot 1R, Block A, Vista Ridge Church Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2013-007, O.P.R.D.C.T., said iron rod found also being at the southeast property corner of a called 1.211 acre tract of land conveyed to the Town of Flower Mound, by deed thereof filed for record in Denton County Clerk's Instrument No. 2005-7559, O.P.R.D.C.T.;

THENCE North 00°21'37" West, along the west property line of the said 96.225 acre tract and along the east property line of the said 1.211 acre tract, a distance of 20.36 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set) at the southwest property corner of a called 1.636 acre tract of land described as "Parcel 2", conveyed to the Town of Flower Mound, by deed thereof filed for record in Denton County Clerk's Instrument No. 201067687, O.P.R.D.C.T.;

THENCE South 89°44'26" East, along the south property line of the said 1.636 acre tract, said south property line also being the existing south right-of-way line of Dixon Lane (being a variable width right-of-way, a portion of said right-of-way being conveyed to the Town of Flower Mound, by the deeds thereof filed for record in Denton County Clerk's Instrument No's. 2005-7559 and 201067687, O.P.R.D.C.T.), a distance of 634.34 feet to an iron rod set at the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 89°44'26" East, continuing along the said existing south right-of-way line, a distance of 60.00 feet to an iron rod set at the northeast property corner of the herein described tract of land;

THENCE departing the said existing south right-of-way line, over and across the said 96.225 acre tract of land the following courses and distances:

South 00°21'37" East, a distance of 86.57 feet to an iron rod set at the beginning of a tangent curve to the right having a radius of 670.00 feet;

Along said curve to the right, an arc length of 116.94 feet, and across a chord which bears South 04°38'23" West, a chord length of 116.79 feet to an iron rod set;

South 09°38'23" West, a distance of 113.36 feet to an iron rod set at the beginning of a tangent curve to the left having a radius of 610.00 feet;

Along said curve to the left, an arc length of 106.47 feet, and across a chord which bears South 04°38'23" West, a chord length of 106.33 feet to an iron rod set;

CONTINUED

South 00°21'37" East, a distance of 607.60 feet to an iron rod set at the southeast property corner of the herein described tract;

South 89°38'23" West, a distance of 655.17 feet to an iron rod set on the west property line of the said 96.225 acre tract, same being the east lot line of the aforesaid Lot 1R, from which a 1/2 inch iron rod with a cap stamped "G&A CONSULT" found (Controlling Monument) at the southeast lot corner of said Lot 1R bears South 00°21'37" East, a distance of 590.58 feet;

THENCE North 00°21'37" West, along the said west property line of the 96.225 acre tract and along the said east lot line, a distance of 793.74 feet to an iron rod set at the most westerly northwest property corner of the herein described tract, from said corner the said northeast lot corner of Lot 1R, Block A, Vista Ridge Church Addition bears North 00°21'37" West 221.49 feet;

THENCE departing the said property line and the said lot line, over and across the said 96.225 acre tract the following courses and distances:

North 89°38'23" East, a distance of 617.66 feet to an iron rod set;

North 09°38'23" East, a distance of 42.49 feet to an iron rod set at the beginning of a tangent curve to the left having a radius of 610.00 feet;

Along said curve to the left, an arc length of 106.47 feet, and across a chord which bears North 04°38'23" East, a chord length of 106.33 feet;

North 00°21'37" West, a distance of 87.22 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **12.3009 acres (535,826 square feet)** of land, more or less.

*** METES AND BOUNDS DESCRIPTION ***
COMMERCIAL LOT

BEING a 3.4518 acre tract of land located in the Edwin Marsh Survey, Abstract No. 834, Town of Flower Mound, Denton County, Texas, said 3.4518 acre tract of land being a portion of the remainder of a called 96.225 acre tract of land conveyed to **KENNETH G. WHYBURN**, by deed thereof filed for record in Denton County Clerk's Instrument No. 95-67614, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 3.4518 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found (Controlling Monument) on the west property line of the said 96.225 acre tract, same being the northeast lot corner of Lot 1R, Block A, Vista Ridge Church Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2013-007, O.P.R.D.C.T., said iron rod found also being at the southeast property corner of a called 1.211 acre tract of land conveyed to the Town of Flower Mound, by deed thereof filed for record in Denton County Clerk's Instrument No. 2005-7559, O.P.R.D.C.T.;

THENCE North 00°21'37" West, along the west property line of the said 96.225 acre tract and along the east property line of the said 1.211 acre tract, a distance of 20.36 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set) at the southwest property corner of a called 1.636 acre tract of land described as "Parcel 2", conveyed to the Town of Flower Mound, by deed thereof filed for record in Denton County Clerk's Instrument No. 201067687, O.P.R.D.C.T.;

THENCE South 89°44'26" East, along the south property line of the said 1.636 acre tract, said south property line also being the existing south right-of-way line of Dixon Lane (being a variable width right-of-way, a portion of said right-of-way being conveyed to the Town of Flower Mound, by the deeds thereof filed for record in Denton County Clerk's Instrument No's. 2005-7559 and 201067687, O.P.R.D.C.T.), a distance of 634.34 feet to an iron rod set;

THENCE departing the said existing south right-of-way line, over and across the said 96.225 acre tract of land the following courses and distances:

South 00°21'37" East, a distance of 87.22 feet to an iron rod set at the beginning of a tangent curve to the right having a radius of 610.00 feet;

Along said curve to the right, an arc length of 106.47 feet, and across a chord which bears South 04°38'23" West, a chord length of 106.33 feet to an iron rod set;

South 09°38'23" West, a distance of 42.49 feet to an iron rod set;

South 89°38'23" West, a distance of 617.66 feet to an iron rod set on the said west property of the 96.225 acre tract, same being the east lot line of said Lot 1R, Block A, Vista Ridge Church Addition;

THENCE North 00°21'37" West, along the said property line and along the said lot line, a distance of 221.49 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **3.4518 acres (150,361 square feet)** of land, more or less.

Exhibit “B”**Development Standards****Planned Development District - 167 (PD-167) Watermere at Flower Mound**

The development on the property comprising approximately 15.753 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES.

1. Tract 1. The uses listed as Permitted Uses in Office District (O) in the Town’s Zoning Ordinance shall be permitted.
2. Tract 2. The following uses listed herein may be Permitted Uses:
 - Accessory use, general, subject to section 98-972.
 - Church or rectory.
 - Dwelling, multifamily, subject to Ordinance No. 07-17 for Senior Housing.
 - Off-street parking, accessory.
 - Park or playground, public.
 - Swimming pool, private, subject to section 98-996.

B. SPECIFIC USES.

1. Tract 1. The uses listed as Specific Uses in the Office District (O) in the Town’s Zoning Ordinance shall be permitted.
2. Tract 2. The uses listed as Specific Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance shall be permitted.

C. TEMPORARY USES.

1. Tract 1. The uses listed as Temporary Uses in the Office District (O) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.
2. Tract 2. The uses listed as Temporary Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

D. DIMENSIONAL REGULATIONS.

1. Tract 1. The dimensional regulations listed for Office District (O) in the Town’s Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

- a. Minimum rear yard. The minimum rear yard shall be ten feet.
2. Tract 2. The dimensional regulations listed for Multifamily District (MF) in the Town's Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:
- a. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling.
 - b. Minimum floor area per unit. The minimum floor area per unit shall be 600 square feet. There shall be an average minimum floor area per unit of 850 square feet.
 - c. Minimum front yard. There shall be a minimum front yard of 15 feet along the future Whyburn Drive,
 - d. Minimum side yard. The minimum side yard shall be ten feet.
 - e. Minimum rear yard. The minimum rear yard shall be ten feet.
 - f. Maximum height. The maximum height shall be three stories or 45 feet. Architectural features may project an additional ten feet above the maximum height.
- E. TRACT 2 AMENITIES. The following amenities shall be required for this Planned Development:
- 1. Per Ordinance No. 07-17, the developer requests exemption from the Town's parkland dedication and park development fee requirements in order to reinvest those funds in on-site recreational spaces such as following:
 - a. Heated pool (minimum surface area of 1000 square feet) with full enclosure for year-round use.
 - b. Two outdoor seating & activity areas within the two interior courtyards, with a minimum of:
 - i. Two seating areas each with one covered/shaded;
 - ii. Walking path; and,
 - iii. Significant landscaping, shrubbery and greenspace.
 - c. BBQ grill area with adjacent seating.
 - d. Dog park.
 - e. Walking Trail.
 - i. A walking trail within the development shall be provided, with a direct connection to the walking trail around the adjacent retention pond.
 - ii. As provided for in Paragraph G(1), should the retention pond be expanded or relocated, every effort should be made to maintain a direct connection to the walking trail around the pond.
 - f. A minimum of 7,500 square feet of indoor amenities to include:
 - i. Fitness and aerobics center with equipment designed for seniors;
 - ii. Activity Director's office and adjacent activity room/arts and crafts room;
 - iii. Sports/media lounge seating area with card table and audio/video;
 - iv. Beauty salon & spa;
 - v. Full service dining room and commercial kitchen for regularly scheduled meal service; and,
 - vi. Café/bistro area with coffee bar and area for social hour.

F. LANDSCAPE, HARDSCAPE, AND SCREENING STANDARDS.

1. Side and rear yard landscaping and other landscape areas for each tract are generally located as shown on Exhibit "D" and shall require final detail with each site plan application.
2. A minimum six-foot-tall decorative metal fence shall be provided in the locations along the perimeter of each tract as shown on Exhibit "C".

G. MISCELLANEOUS STANDARDS. This Planned Development shall be subject to the following standards:

1. Off-Site Storm Water Retention. The development shall meet the Town's minimum drainage standards. Appropriate documentation shall be provided concurrently with a record plat application that provides for maintenance of the off-site retention pond shown on Exhibit C that is required for the development of PD-167. The documentation shall also provide for the long-term maintenance responsibility of the off-site retention pond in accordance with the Town's Code of Ordinances. The Town, in its sole discretion, shall determine whether the documentation provided pursuant to this section is appropriate to provide for maintenance of the off-site retention pond as required herein and as required by the Town's Code of Ordinances. The Town, in its sole discretion, shall determine whether expansion or relocation of the off-site retention pond is required as a result of adjacent development. In the event that expansion or relocation of the off-site retention pond is required, appropriate documentation shall be provided to the Town that provides for the long-term maintenance of the relocated or expanded off-site retention pond.
2. Subject to compliance with G.1., an amendment to Exhibit B of this Planned Development shall not be required due to the expansion or relocation of the off-site retention pond.
3. Tract 2.
 - a. Renderings. All site plan applications submitted for approval shall comply with the depiction of buildings, landscaping, open space areas, sidewalk and crosswalk detail, and amenity details as shown on Exhibit "F".
 - b. Required parking for senior housing shall be 1.2 spaces per unit.
 - c. The maximum number of dwelling units shall be 240.
 - d. Off-site Retention Pond.
 - i. Resident access to an off-site pond and amenity shall be provided along the southern property line.
 - ii. As provided for in Paragraph G(1), should the retention pond be expanded or relocated, every effort should be made to maintain resident access from the southern property line.
 - e. With the first site plan or record plat application for any residential development, the developer shall submit Covenants, Conditions and Restrictions ("Deed Restrictions") to the Town for the Town's review and approval that restrict the age of the residents within the development to persons age 55 or older in accordance with the provisions of the

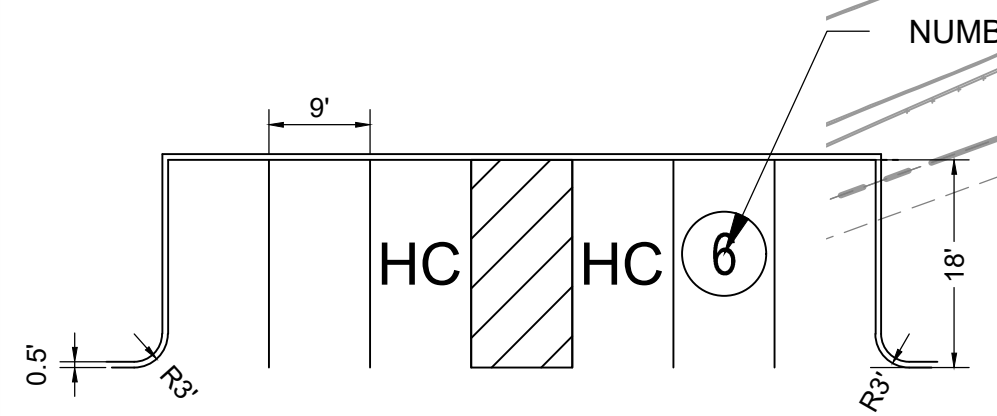
Housing for Older Persons Act of 1995, as amended, ("HOPA") established in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619)("FHA").

- f. The development is subject to an approved developer's agreement.
- H. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.
- 1. Tract 2.
 - a. Compatibility Buffer - Section 82-302. The compatibility buffer and masonry wall requirements shall not apply along the southern property line.
 - b. Compatibility Setback – Section 82-303. The compatibility setback shall not apply along the southern property line.

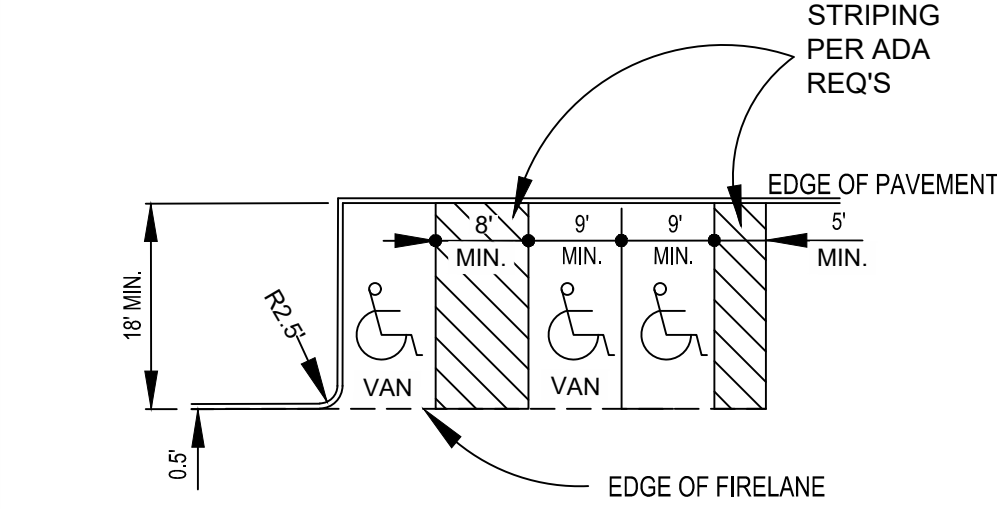
PLOTTED: 2/6/2019 8:11:36 PM
P:\P\5659\5659-Cadd\Modals\Civil\CS-SP0001 - REGIONAL POND - 2.dwg 2/6/2019 8:10:00 PM Pretius Rob

NOTES:

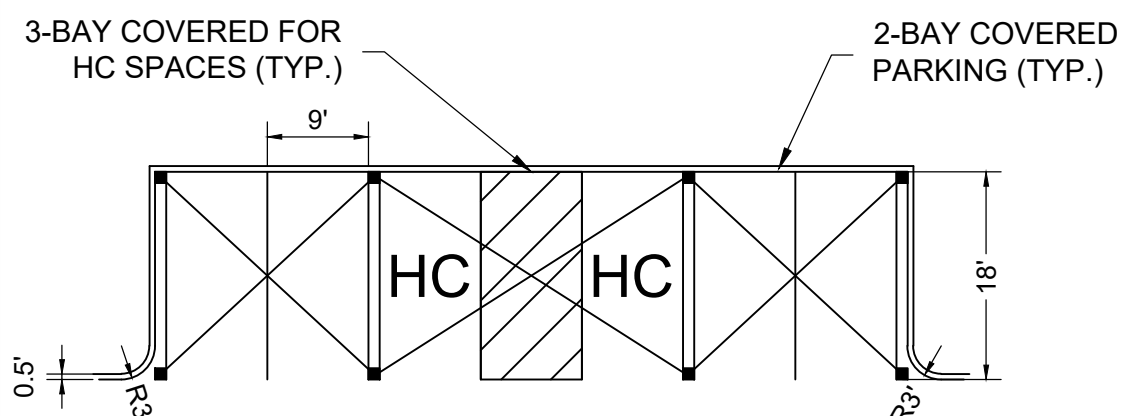
1. ALL INNER TURN RADII OF FIRE LANES MEASURED TO BE 25' TO THE FACE OF THE CURB.
2. REGIONAL POND TO SERVE LOTS 1-4, BLOCK A.
VOLUME REQUIRED: ±6.54 AC-FT
VOLUME PROVIDED: ±6.55 AC-FT
TOP OF BANK: ±603.5
100-YR WSEL: ±602.5
NORMAL POOL ELEVATION: ±599.0
3. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THE DEVELOPMENT
4. 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.
5. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
6. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
7. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
8. 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.



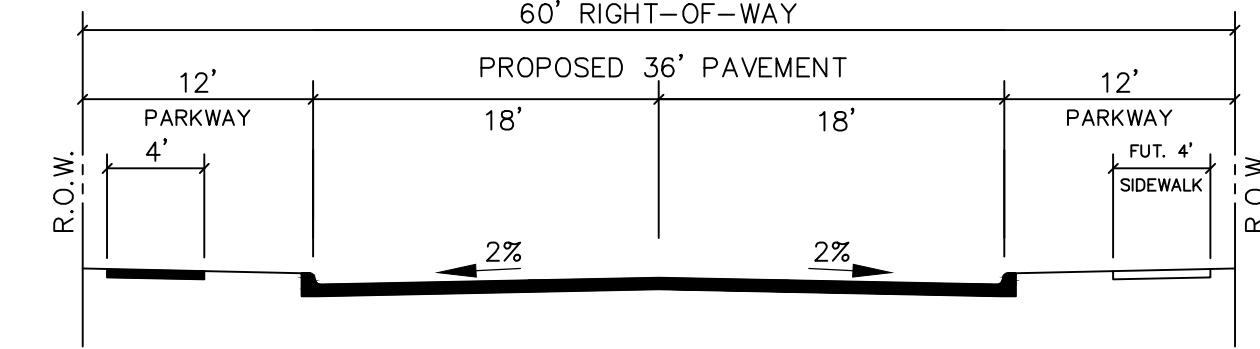
TYPICAL SURFACE PARKING SPACE LAYOUT



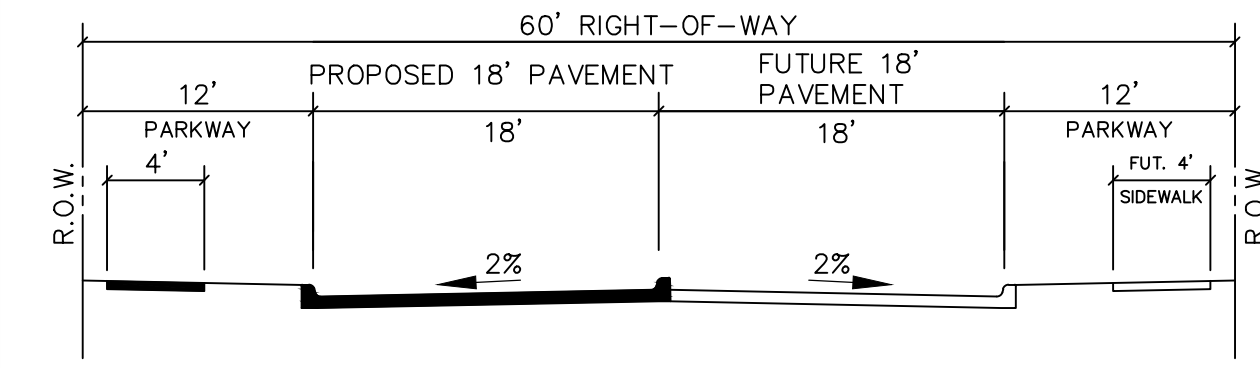
TYPICAL HANDICAP SPACE LAYOUT



TYPICAL COVERED PARKING SPACE LAYOUT



FULL SECTION WHYBURN DRIVE
LOCAL COMMERCIAL



HALF SECTION WHYBURN DRIVE
LOCAL COMMERCIAL

NO.	REVISIONS	DATE	BY	CHK.

Burgess & Niple Inc Stafford, TX

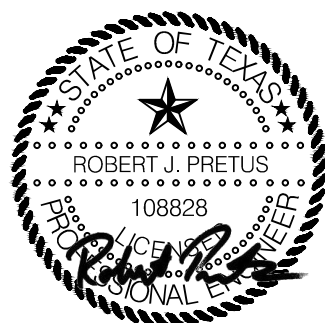
MASTER PLAN FEATURES	
LAND USE PLAN	OFFICE
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
PARKS AND TRAILS	N/A
THOROUGHFARE PLAN	DIXON LANE - URBAN MINOR ARTERIAL (90' R.O.W.)
WATER PLAN	LONG PRAIRIE DISTRICT - THERE IS CURRENTLY NO WATER TO THE PROPERTY. PROPOSED 12" WATER LINE FROM FM 2499 TO SITE.
WASTEWATER PLAN	LONG PRAIRIE DISTRICT - 12" WASTEWATER ALONG FM. 2499. PROPOSED 8" WASTE WATER FROM FM. 2499 TO SITE.

SITE AREA CALCULATIONS - Tract 2 (Senior Housing)	
HEIGHT	3 STORIES
TOTAL LOT AREA (ACRES)	12.3
TOTAL LOT AREA	535,788 S.F.
ROW DEDICATION (WHYBURN DRIVE)	61,855.2 SF (1.42 AC)
REMAINING LOT AREA (ACRES)	10.88
TOTAL IMPERVIOUS COVERAGE	292,992 S.F. (61.8%)
TOTAL BUILDING COVERAGE	149,840 SF (31.6%)
TOTAL PAVING (PARKING & DRIVE AREA)	143,152 S.F. (30.2%)
TOTAL OPEN SPACE	188,728 S.F. (40.0%)
Note: 10.88 ac USED FOR SITE CALCULATIONS	

Site Data Table - Tract 2				
Parking - Senior Housing				
PD Standard: 1.2 spaces per unit				
Parking Summary - TRACT 2 by Building & Unit type				
224 Total Units		# of Units	Required	Provided
Bldg A 210 Units	1 Bedroom	114	137	137
	2 Bedroom	84	101	101
	3 Bedroom	12	15	15
Bldg B	2 Bedroom	3	4	5
Bldg C	2 Bedroom	4	5	6
Bldg D	2 Bedroom	4	5	6
Bldg E	2 Bedroom	3	4	5
Staff and Visitor parking		0	25	
Total Parking		271	300	
Accessible Parking		7	15	

SITE AREA CALCULATIONS - Tract 1 (Office / Medical)	
HEIGHT	2 STORIES
TOTAL LOT AREA (ACRES)	3.45
TOTAL LOT AREA	150,282 S.F.
ROW DEDICATION (DIXON LANE)	2,918.5 S.F. (0.067 AC)
REMAINING LOT AREA (ACRES)	3.38
TOTAL IMPERVIOUS COVERAGE	98,969 S.F. (67.1%)
TOTAL BUILDING COVERAGE	22,917 SF (15.5%)
TOTAL PAVING (PARKING & DRIVE AREA)	76,052 S.F. (50.6%)
TOTAL OPEN SPACE	51,013 S.F. (33.0%)

Site Data Table - Tract 1				
Parking - Office / Medical				
PD Standards 1 space per 250 SF				
Parking Summary - TRACT 1 by Building Area				
		Building Area (SF)	Required	Provided
Bldg A	Medical / Office (2-story, 7640 SF per floor)	15,280	62	62
Bldg B	Medical / Office (2-story, 7640 SF per floor)	15,280	62	62
Bldg C	Medical / Office (2-story, 7640 SF per floor)	15,280	62	62
Total Parking		45,840	186	186



02/06/2019



VICINITY MAP

ARCHITECT:
ARVE ARCHITECTURE GROUP
2344 HIGHWAY 121, SUITE 100
BEDFORD, TEXAS 76021
CONTACT: MARC TOLSON
PHONE: (817) 514-0584

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100
EULESS, TEXAS 76039
CONTACT: ERIC SPOONER
PHONE: (817) 685-8448

OWNER:
KENNETH G. WHYBURN TRUSTEE
126 SELBY LANE
ATHERTON, CA 94027
CONTACT: JOHN H. BARN, Ph.D
PHONE: (940) 565-3071

APPLICANT:
INTEGRATED REAL ESTATE GROUP
3110 W. SOUTH LAKE BLVD., SUITE 120
SOUTH LAKE, TEXAS 76082
CONTACT: PAUL MILLOSEVICH
PHONE: (817) 742-1851 x45

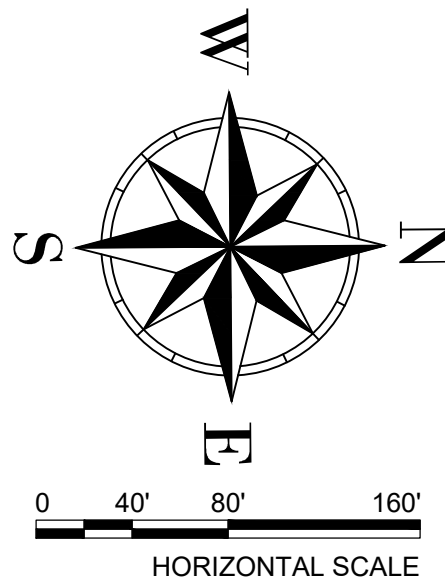
BURGESS & NIPLE
10701 CORPORATE DR., SUITE 118, STAFFORD, TX 77477
PHONE: (281) 980-7705
TBPE FIRM REGISTRATION NO. F-10834
CONTACT: JOSEPH T. REUE

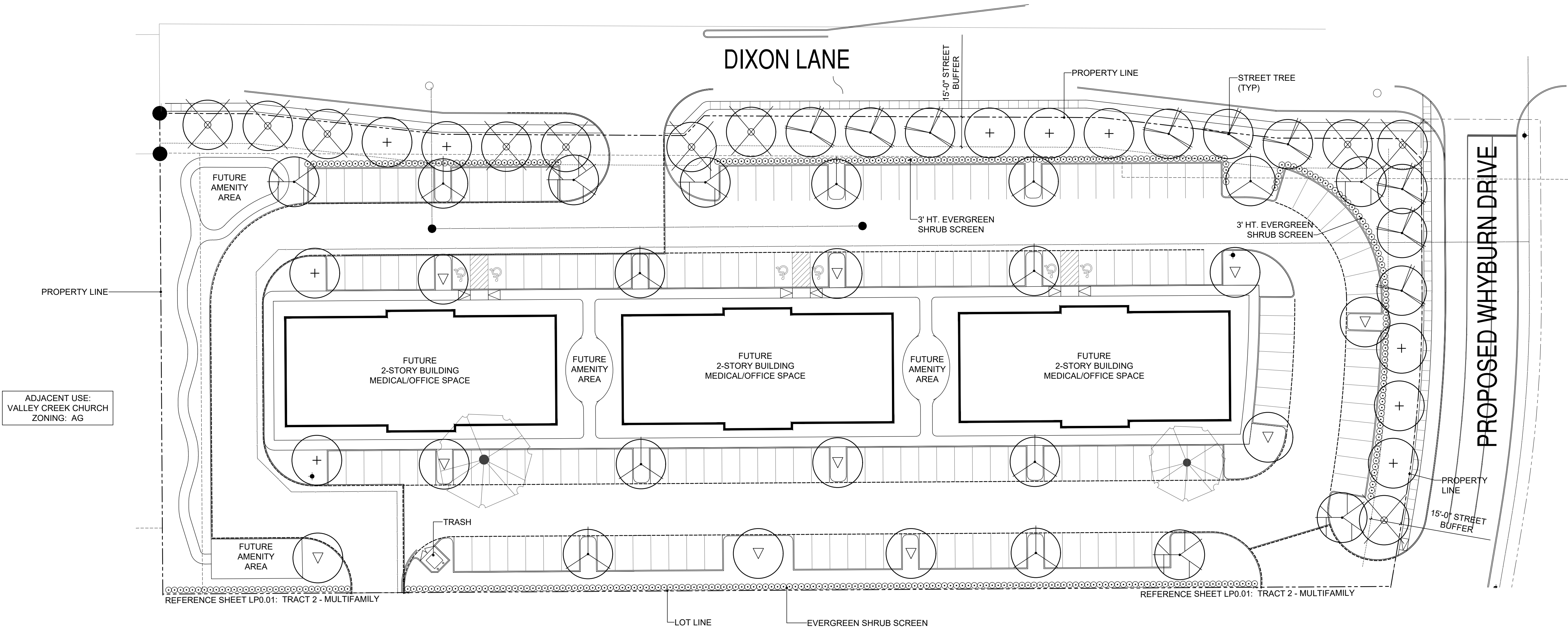
CONCEPTUAL SITE
PLAN

for
"WATERMERE
AT
FLOWER MOUND"
A 12.30 ACRE TRACT
&
"THE WHYBURN
OFFICE ADDITION"
A 3.45 ACRE TRACT

IN
FLOWER MOUND, TEXAS
DENTON COUNTY, TEXAS

JUSTIN / DIXON
PROPERTIES LTD.
ZONING:
AGRICULTURAL
DISTRICT





LANDSCAPE REQUIREMENTS - TRACT 1 (MEDICAL/OFFICE)

STREET BUFFERS:
REQUIRED: 15' MINIMUM WIDTH BUFFER ADJACENT TO STREET
PROVIDED: 15' WIDE BUFFER ALONG WHYBURN DRIVE AND DIXON LANE
REQUIRED: (1) TREE PER 30 LINEAR FEET OF STREET FRONTAGE
WHYBURN DRIVE: 221 L.F. / 30 = 7.4 TREES
DIXON LANE: 568 L.F. / 30 = 18.9 TREES
PROVIDED: (8) TREES ALONG WHYBURN DRIVE
(19) TREES ALONG DIXON LANE

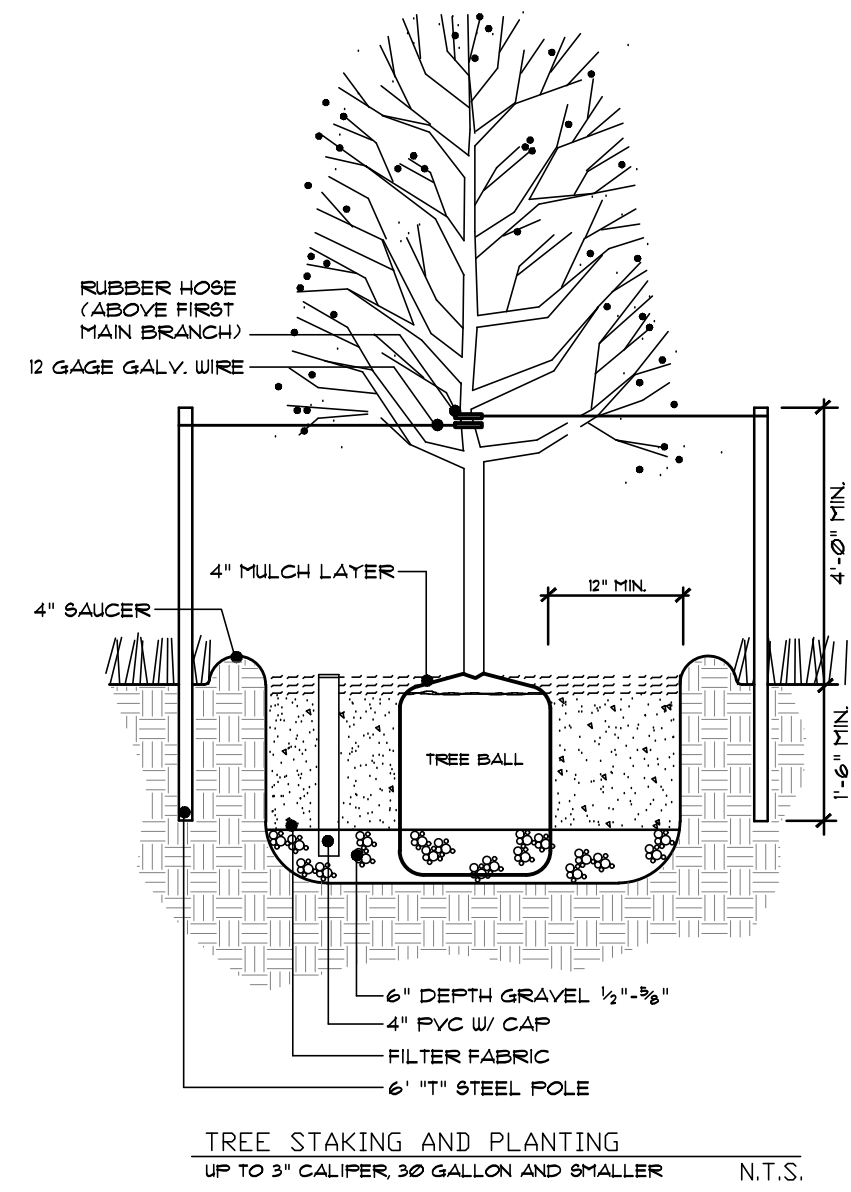
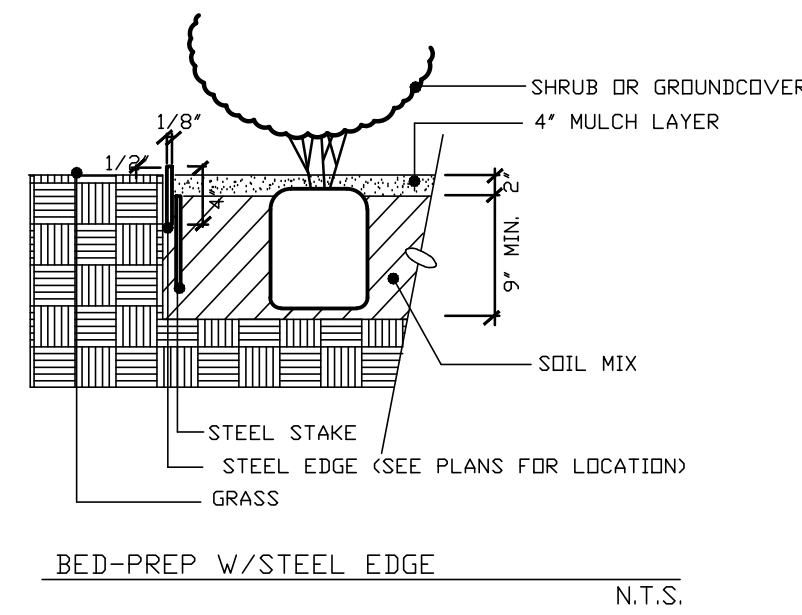
STREETYARD:
REQUIRED: MINIMUM 20% OF THE STREETYARD SHALL BE LANDSCAPED
74,133 S.F. X 20% = 14,827 S.F.
PROVIDED: 24,853 S.F. (33%) LANDSCAPE
REQUIRED: (10) TREES FOR THE FIRST 10,000 S.F. PLUS (1) TREE PER EACH 2,500 S.F. ADDITIONAL
(74,133 S.F. - 10,000) = 64,133 / 2,500 = 25.6 + 10 = 35.6 TREES
PROVIDED: (43) TREES

PARKING AREA LANDSCAPING:
REQUIRED: 90 S.F. LANDSCAPE AREA PER EVERY 12 SURFACE PARKING SPACES
204 SURFACE PARKING SPACES / 12 = 17 X 90 S.F. = 1,530 S.F.
PROVIDED: 2,000+ S.F. LANDSCAPE AREA
REQUIRED: (1) TREE PER EVERY 10 SURFACE PARKING SPACES
204 SURFACE PARKING SPACES / 10 = 21 TREES
PROVIDED: (27) 3" TREES
REQUIRED: ALL SURFACE PARKING SPACES SHALL BE WITHIN 50 FEET OF A TREE
PROVIDED: ALL SURFACE PARKING SPACES WITHIN 50 FEET OF A TREE
REQUIRED: PARKING AREAS SHALL BE SCREENED FROM VIEW (MIN. 3' HT.) ADJACENT TO STREETS
PROVIDED: PARKING SCREENED WITH 3' HT. EVERGREEN SHRUBS

LANDSCAPE LEGEND

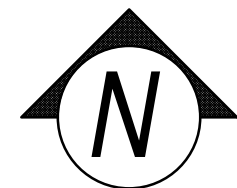
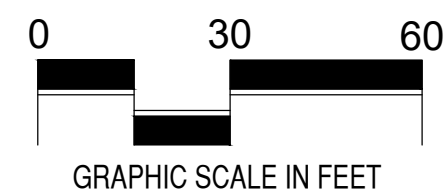
SYMBOL	PLANT NAME	SIZE/QTY
	SHUMARD OAK QUERCUS SHUMARDII	3" CAL. / 09 10'-12' HT.
	CHINQUAPIN OAK QUERCUS MUEHLENBERGII	3" CAL. / 06 10'-12' HT.
	LIVE OAK QUERCUS VIRGINIANA	3" CAL. / 10 10'-12' HT.
	CEDAR ELM ULMUS CRASSIFOLIA	3" CAL. / 10 10'-12' HT.
	BALD CYPRESS TAXODIUM DISTICHUM	3" CAL. / 10 10'-12' HT.
	LACEBARK ELM ULMUS PARVIFOLIA	3" CAL. / 10 10'-12' HT.
	EVERGREEN SHRUB SCREEN BURFORD HOLLY	
	EXISTING TREE TO BE PRESERVED (REF. LP0.04 FOR TREE PRESERVATION/REMOVAL PLAN)	

*TO PROMOTE BIODIVERSITY, THERE SHALL BE NO MORE THAN 20% OF A TREE SPECIES, AND NO MORE THAN 50% OF ANY TREE GENUS PERMITTED TO SATISFY THE PLANTING REQUIREMENTS ON ALL NEW DEVELOPMENTS.



CONCEPTUAL LANDSCAPE PLAN - TRACT 1

SCALE: 1" = 30'-0"



ISSUES:
06-01-18 ISSUE FOR PD
REVISIONS:
08-14-18 PER CITY COMMENTS
10-12-18 PER CITY COMMENTS
11-09-18 PER CITY COMMENTS
11-26-18 PER CITY COMMENTS
01-04-19 PER CITY COMMENTS

CLIENT:

WATERMERE
AT FLOWER MOUND
FLOWER MOUND, TEXAS

mdg
landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

ISSUE FOR PD

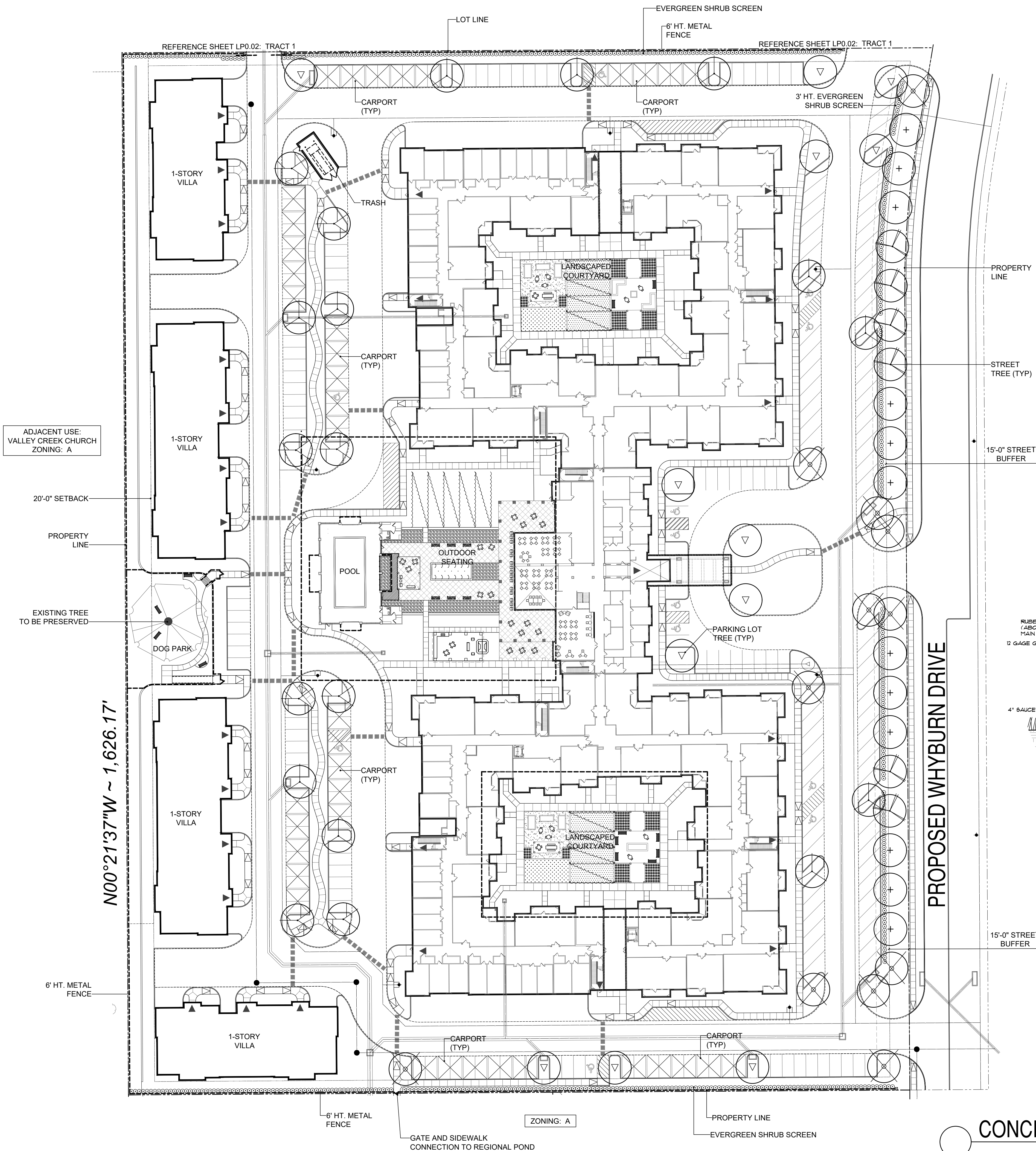
WATERMERE
AT FLOWER MOUND

FLOWER MOUND, TEXAS

JOB NUMBER: INT-1801

CONCEPTUAL
LANDSCAPE PLAN-
TRACT 1

LP0.02



LANDSCAPE REQUIREMENTS - TRACT 2 (MULTIFAMILY)

STREET BUFFERS:

REQUIRED: 15' MINIMUM WIDTH BUFFER ADJACENT TO STREET
PROVIDED: 15' WIDE BUFFER ALONG WHYBURN DRIVE

REQUIRED: (1) TREE PER 30 LINEAR FEET OF STREET FRONTAGE
WHYBURN DRIVE: 697 L.F. / 30 = 23 TREES
PROVIDED: (23) TREES ALONG WHYBURN DRIVE

STREETYARD:

REQUIRED: MINIMUM 20% OF THE STREETYARD SHALL BE LANDSCAPED
74,504 S.F. X 20% = 14,900 S.F.
PROVIDED: 24,122 S.F. (32%) LANDSCAPE

REQUIRED: (10) TREES FOR THE FIRST 10,000 S.F. PLUS (1) TREE PER EACH 2,500 S.F. ADDITIONAL
(74,504 S.F. - 10,000) = 64,504 / 2,500 = 26 + 10 = 36 TREES
PROVIDED: (36) TREES

PARKING AREA LANDSCAPING:

REQUIRED: 90 S.F. LANDSCAPE AREA PER EVERY 12 SURFACE PARKING SPACES
239 SURFACE PARKING SPACES / 12 = 19.9 X 90 S.F. = 1,793 S.F.
PROVIDED: 2,000+ S.F. LANDSCAPE AREA

REQUIRED: (1) TREE PER EVERY 10 SURFACE PARKING SPACES
239 SURFACE PARKING SPACES / 10 = 24 TREES
PROVIDED: (36) 3" TREES

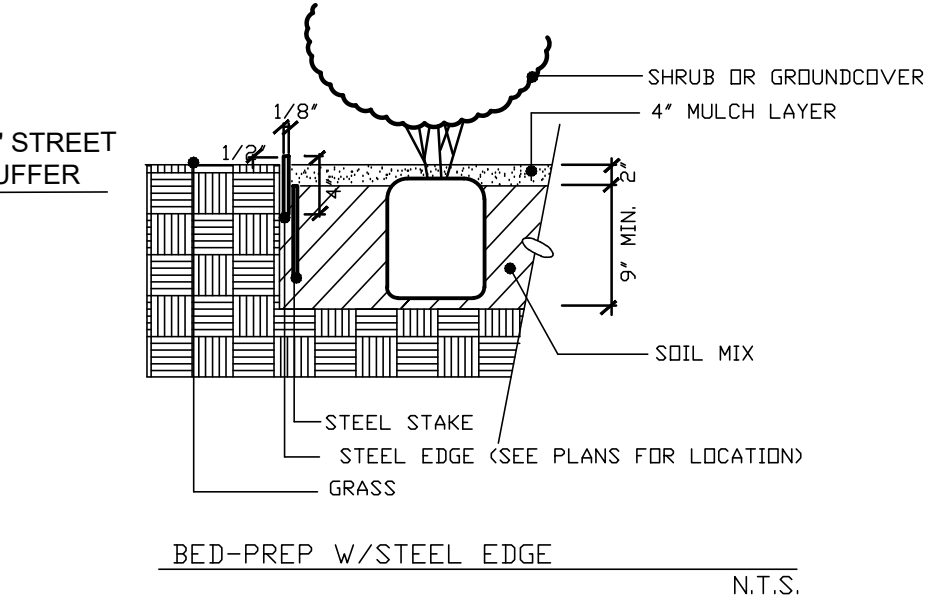
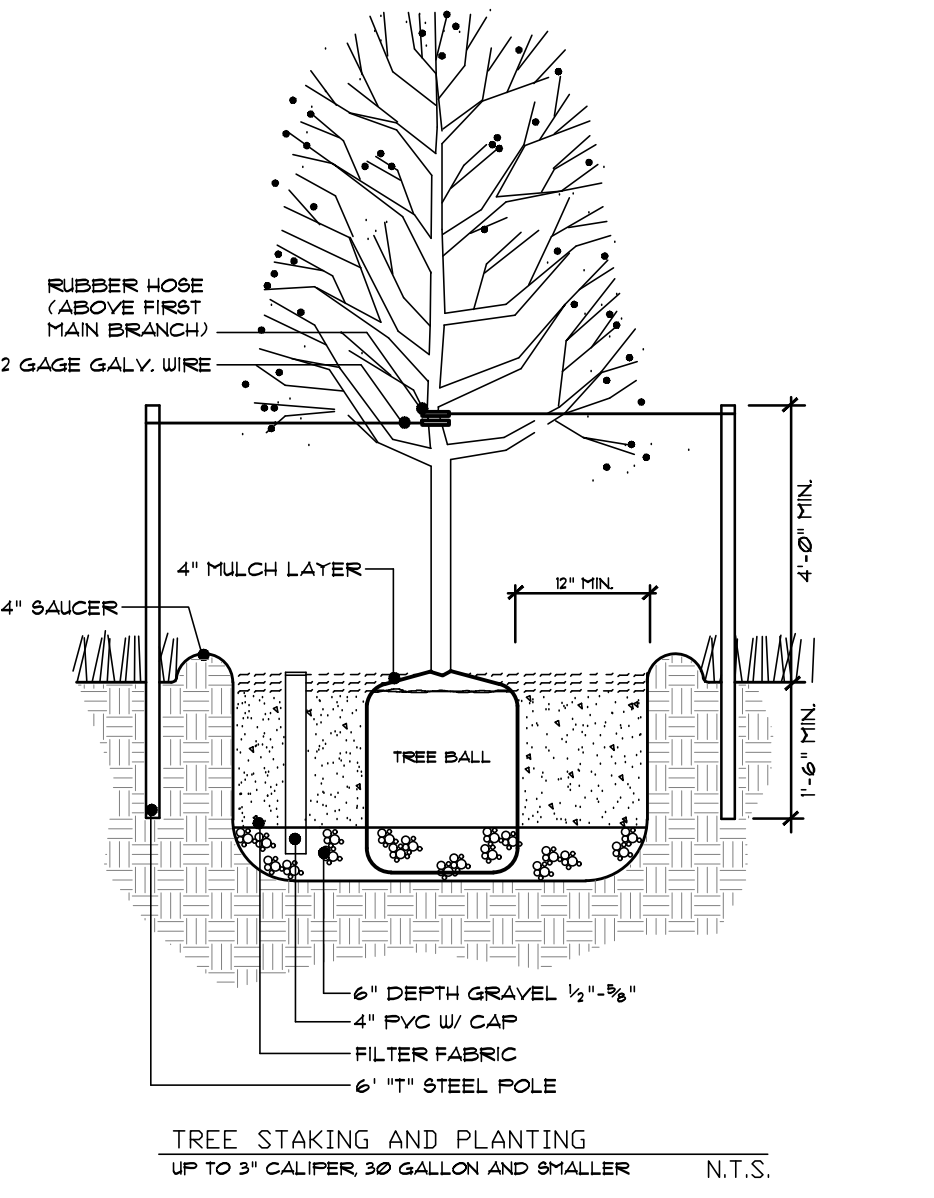
REQUIRED: ALL SURFACE PARKING SPACES SHALL BE WITHIN 50 FEET OF A TREE
PROVIDED: ALL SURFACE PARKING SPACES WITHIN 50 FEET OF A TREE

REQUIRED: PARKING AREAS SHALL BE SCREENED FROM VIEW (MIN. 3' HT.) ADJACENT TO STREETS
PROVIDED: PARKING SCREENED WITH 3' HT. EVERGREEN SHRUBS

LANDSCAPE LEGEND

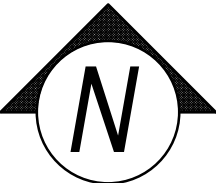
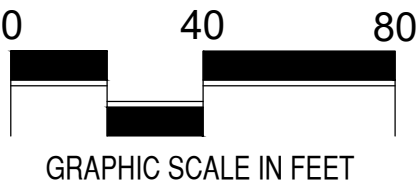
SYMBOL	PLANT NAME	SIZE/QTY
	SHUMARD OAK QUERCUS SHUMARDII	3" CAL. / 06 10'-12' HT.
	CHINQUAPIN OAK QUERCUS MUEHLENBERGII	3" CAL. / 08 10'-12' HT.
	LIVE OAK QUERCUS VIRGINIANA	3" CAL. / 12 10'-12' HT.
	CEDAR ELM ULMUS CRASSIFOLIA	3" CAL. / 11 10'-12' HT.
	BALD CYPRESS TAXODIUM DISTICHUM	3" CAL. / 12 10'-12' HT.
	LACEBARK ELM ULMUS PARVIFOLIA	3" CAL. / 12 10'-12' HT.
	EVERGREEN SHRUB SCREEN BURFORD HOLLY	
	EXISTING TREE TO BE PRESERVED (REF. LP0.04 FOR TREE PRESERVATION/REMOVAL PLAN)	

*TO PROMOTE BIODIVERSITY, THERE SHALL BE NO MORE THAN 20% OF A TREE SPECIES, AND NO MORE THAN 50% OF ANY TREE GENUS PERMITTED TO SATISFY THE PLANTING REQUIREMENTS ON ALL NEW DEVELOPMENTS.



CONCEPTUAL LANDSCAPE PLAN - TRACT 2

SCALE: 1" = 40'-0"



ISSUES:	
①	06-01-18 ISSUE FOR PD
②	
③	
④	
REVISIONS:	
△	08-14-18 PER CITY COMMENTS
△	10-12-18 PER CITY COMMENTS
△	11-09-18 PER CITY COMMENTS
△	11-26-18 PER CITY COMMENTS
△	01-04-19 PER CITY COMMENTS

CLIENT:

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ISSUE FOR PD

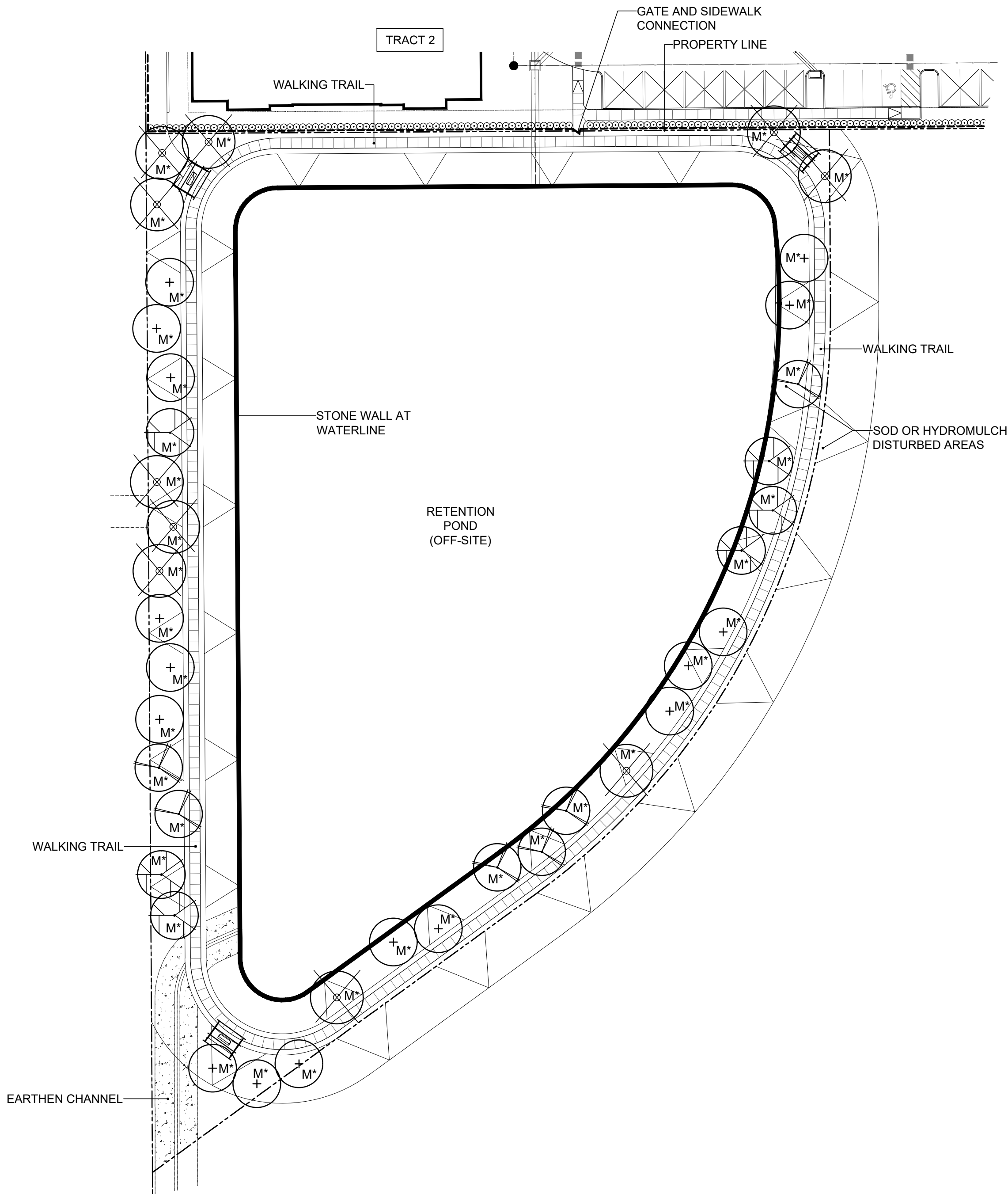
WATERMERE
AT FLOWER MOUND

FLOWER MOUND, TEXAS

JOB NUMBER: INT-1801

CONCEPTUAL
LANDSCAPE PLAN-
TRACT 2

LP0.01

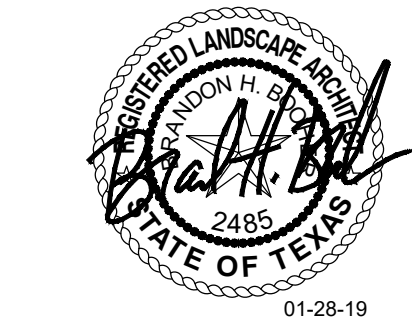


LANDSCAPE LEGEND

SYMBOL	PLANT NAME	SIZE/QTY
	SHUMARD OAK QUERCUS SHUMARDII	2.5" CAL. / 06 10'-12' HT.
	CHINQUAPIN OAK QUERCUS MUEHLENBERGII	2.5" CAL. / 06 10'-12' HT.
	LIVE OAK QUERCUS VIRGINIANA	2.5" CAL. / 10 10'-12' HT.
	BALD CYPRESS TAXODIUM DISTICHUM	2.5" CAL. / 16 10'-12' HT.
M*	(38) TREES PROVIDED AS MITIGATION (REF. LP0.05)	95" TOTAL MITIGATION VS. 95" REQUIRED

WATERMERE
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FLOWER MOUND, TEXAS

mg
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ISSUE FOR PD

WATERMERE
AT FLOWER MOUND

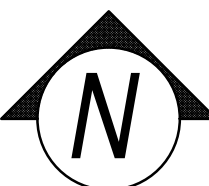
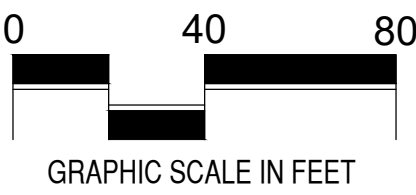
FLOWER MOUND, TEXAS

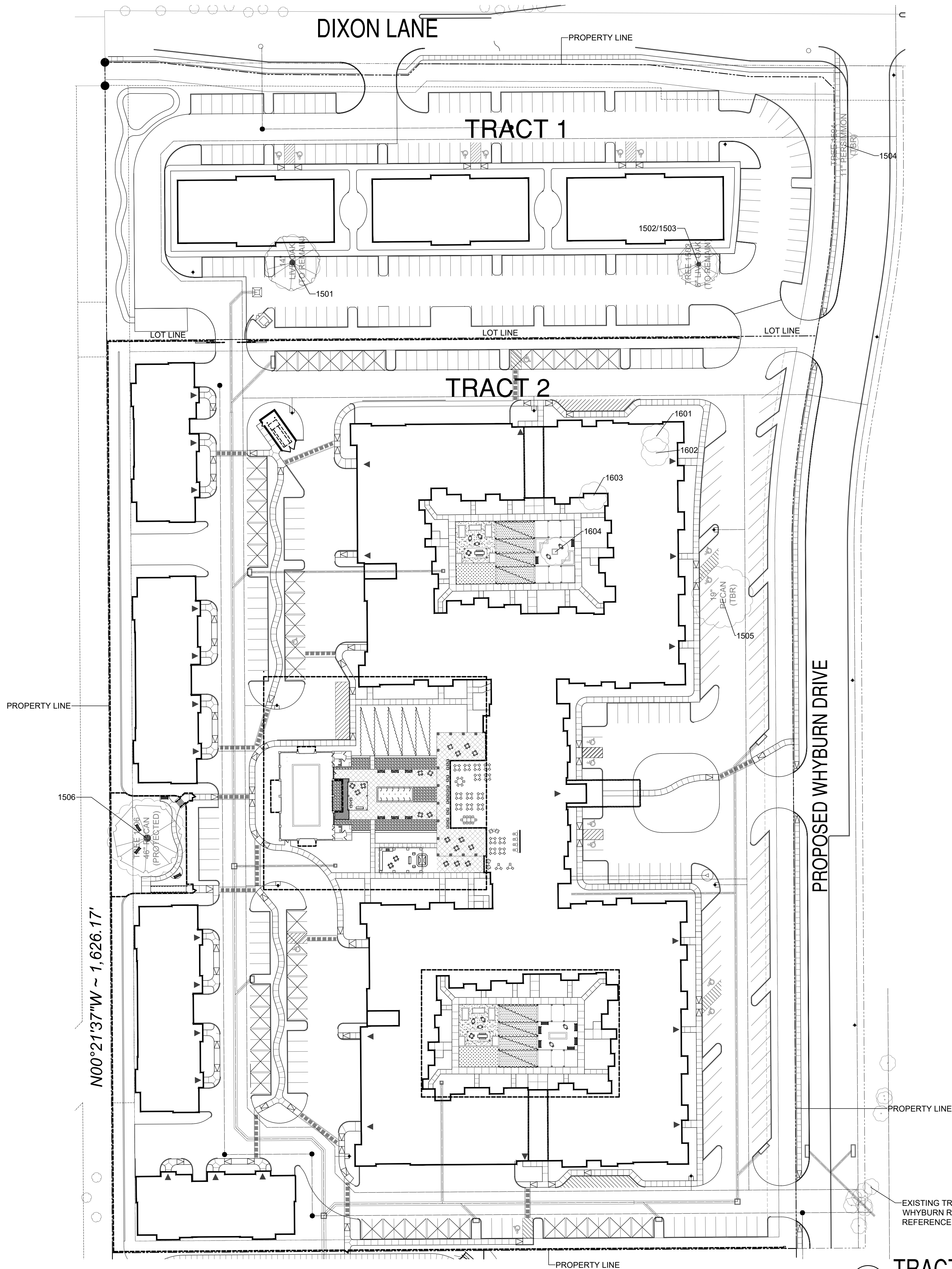
JOB NUMBER: INT-1801

CONCEPTUAL
LANDSCAPE PLAN-
OFF-SITE DRAINAGE

LP0.03

CONCEPTUAL LANDSCAPE PLAN -
OFF-SITE DRAINAGE IMPROVEMENTS
SCALE: 1" = 40'-0"





TRACT 1	
MITIGATION SUMMARY:	
TOTAL INCHES ON SITE:	42 INCHES
TOTAL PROTECTED INCHES ON SITE:	42 INCHES
TOTAL INCHES REMOVED:	11 INCHES
TOTAL PROTECTED INCHES REMOVED:	11 INCHES
TOTAL MITIGATION FOR BUILDABLE AREA:	0 INCHES
TOTAL MITIGATION FOR BUFFER AREA:	2.5 INCHES
TOTAL MITIGATION FOR SPECIMEN TREES:	0 INCHES
TOTAL MITIGATION INCHES REQUIRED:	(1 TREE) 2.5 INCHES
TOTAL CREDITS FOR PRESERVATION:	3 CREDITS
TOTAL REPLACEMENT TREES PLANTED ON SITE:	(0) 2.5" CAL. TREE

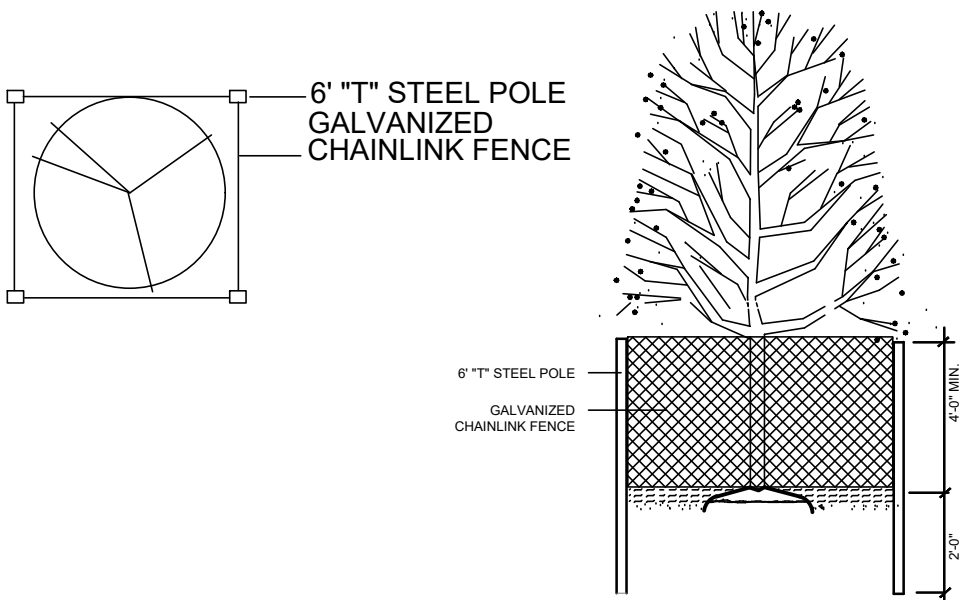
TRACT 2	
MITIGATION SUMMARY:	
TOTAL INCHES ON SITE:	117 INCHES
TOTAL PROTECTED INCHES ON SITE:	117 INCHES
TOTAL INCHES REMOVED:	71 INCHES
TOTAL PROTECTED INCHES REMOVED:	71 INCHES
TOTAL MITIGATION FOR BUILDABLE AREA (6 TREE X 2.5" CAL):	15 INCHES
TOTAL MITIGATION FOR BUFFER AREA:	0 INCHES
TOTAL MITIGATION FOR SPECIMEN TREES:	0 INCHES
TOTAL MITIGATION INCHES REQUIRED:	(6 TREES) 15 INCHES
TOTAL CREDITS FOR PRESERVATION:	6 CREDITS
TOTAL REPLACEMENT TREES PLANTED ON SITE:	(0) 2.5" CAL. TREE

TREE LEGEND

EXISTING TREE TO BE PRESERVED

EXISTING TREE TO BE REMOVED

	Tree Number	Latin Name	Common Name	Qualitative Condition	DBH	Number of Stems	Specimen Tree	PRESERVE YES/NO	REPLACEMENT TREES	Observations	Preservation Credits
TRACT 1	1501	Quercus virginiana	Live Oak	Good	14	1		YES		Vines	1
	1502	Quercus virginiana	Live Oak	Good	11	2		YES		Co-Dominant Stems	1
	1503	Quercus virginiana	Live Oak	Good	6	1		YES			1
	1504	Diospyros species	Persimmon	Poor	11	2		NO	{1} 2.5" CAL. TREE	Co-Dominant Stems, Included Bark, Vines	
TRACT 2	1505	Carya illinoensis	Pecan	Good	19	1		NO	{1} 2.5" CAL. TREE		
	1506	Carya illinoensis	Pecan	Fair	46	1	Yes	YES		Storm damage	1
	1601	Burmelia lanuginosa	Chittamwood	Fair	12	3		NO	{1} 2.5" CAL. TREE		
	1602	Burmelia lanuginosa	Chittamwood	Fair	10	2		NO	{1} 2.5" CAL. TREE		
	1603	Burmelia lanuginosa	Chittamwood	Fair	11	3		NO	{1} 2.5" CAL. TREE		
	1604	Burmelia lanuginosa	Chittamwood	Fair	8	2		NO	{1} 2.5" CAL. TREE		

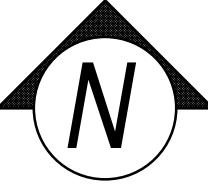
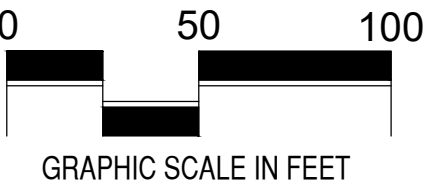


NOTE:
A PROTECTIVE BARRIER, BEGINNING AT THE OUTSIDE OF THE DRIPLINE OF THE TREE TO PROTECT THE ROOT ZONE SHALL BE ERECTED AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETED.

2 TREE PROTECTION FENCING

TRACT 1& 2 - TREE SURVEY & MITIGATION PLAN

SCALE: 1" = 50'-0"



ISSUES:	
01	06-01-18 ISSUE FOR PD
02	
03	
04	
REVISIONS:	
01	08-14-18 PER CITY COMMENTS
02	10-12-18 PER CITY COMMENTS
03	11-09-18 PER CITY COMMENTS
04	11-26-18 PER CITY COMMENTS
05	01-04-19 PER CITY COMMENTS

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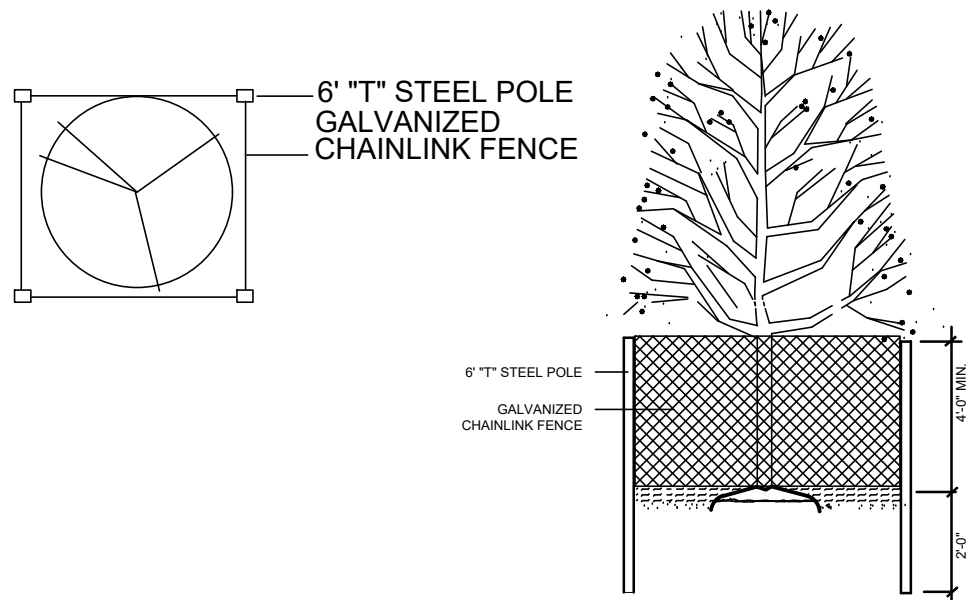
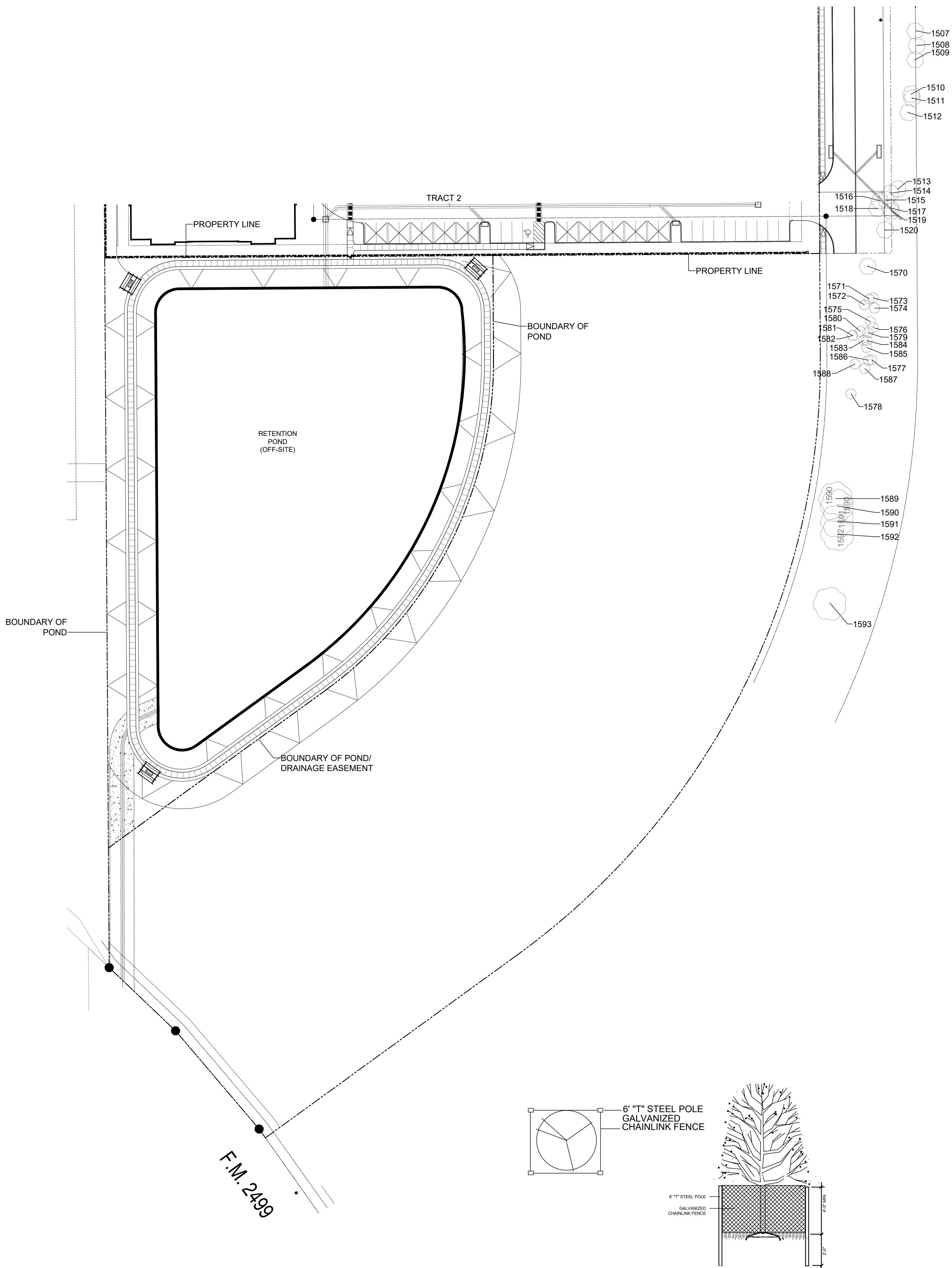
WATERMERE
AT FLOWER MOUND

FLOWER MOUND, TEXAS

JOB NUMBER: INT-1801

TREE SURVEY &
MITIGATION PLAN

LP0.04



NOTE:
A PROTECTIVE BARRIER, BEGINNING AT THE OUTSIDE OF THE
DRIPLINE OF THE TREE TO PROTECT THE ROOT ZONE
SHALL BE ERECTED AND MAINTAINED UNTIL CONSTRUCTION
IS COMPLETED.

2 TREE PROTECTION FENCING

TREE LEGEND



EXISTING TREE TO BE PRESERVED



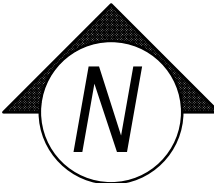
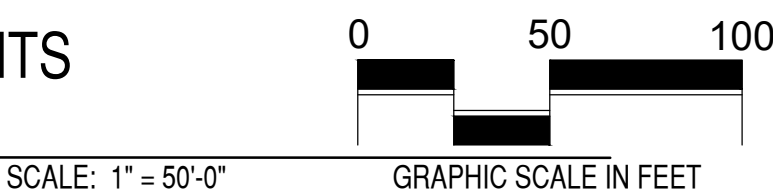
EXISTING TREE TO BE REMOVED

MITIGATION SUMMARY:

TOTAL INCHES ON SITE:	310 INCHES
TOTAL PROTECTED INCHES ON SITE:	310 INCHES
TOTAL INCHES REMOVED:	310 INCHES
TOTAL PROTECTED INCHES REMOVED:	310 INCHES
TOTAL MITIGATION FOR BUILDABLE AREA (38 TREES X 2.5" CAL):	95 INCHES
TOTAL MITIGATION FOR BUFFER AREA:	0 INCHES
TOTAL MITIGATION FOR SPECIMEN TREES:	0 INCHES
TOTAL MITIGATION INCHES REQUIRED:	95 INCHES
TOTAL REPLACEMENT TREES PLANTED ON SITE:	(38) 2.5" CAL. TREE

Tree Number	Latin Name	Common Name	Qualitative Condition Rating	DBH	Number of Stems	Specimen Tree	PRESERVE YES/NO	REPLACEMENT TREES
1507	Ulmus crassifolia	Cedar Elm	Fair	14	1		NO	(1) 2.5" CAL. TREE
1508	Ulmus crassifolia	Cedar Elm	Fair	8	1		NO	(1) 2.5" CAL. TREE
1509	Ulmus crassifolia	Cedar Elm	Good	10	1		NO	(1) 2.5" CAL. TREE
1510	Ulmus crassifolia	Cedar Elm	Good	8	1		NO	(1) 2.5" CAL. TREE
1511	Ulmus crassifolia	Cedar Elm	Fair	11	1		NO	(1) 2.5" CAL. TREE
1512	Ulmus crassifolia	Cedar Elm	Fair	7	1		NO	(1) 2.5" CAL. TREE
1513	Carya illinoensis	Pecan	Good	11	1		NO	(1) 2.5" CAL. TREE
1514	Carya illinoensis	Pecan	Good	7	1		NO	(1) 2.5" CAL. TREE
1515	Ulmus crassifolia	Cedar Elm	Fair	12	2		NO	(1) 2.5" CAL. TREE
1516	Ulmus crassifolia	Cedar Elm	Fair	6	1		NO	(1) 2.5" CAL. TREE
1517	Carya illinoensis	Pecan	Good	10	1		NO	(1) 2.5" CAL. TREE
1518	Ulmus crassifolia	Cedar Elm	Good	7	1		NO	(1) 2.5" CAL. TREE
1519	Ulmus crassifolia	Cedar Elm	Fair	7	1		NO	(1) 2.5" CAL. TREE
1520	Carya illinoensis	Pecan	Good	8	1		NO	(1) 2.5" CAL. TREE
1570	Sideroxylon lanuginosum	Chittamwood					NO	(1) 2.5" CAL. TREE
1571	Carya illinoensis	Pecan	Good	7	1		NO	(1) 2.5" CAL. TREE
1572	Carya illinoensis	Pecan	Good	7	1		NO	(1) 2.5" CAL. TREE
1573	Ulmus crassifolia	Cedar Elm	Good	7	1		NO	(1) 2.5" CAL. TREE
1574	Ulmus crassifolia	Cedar Elm	Good	6	1		NO	(1) 2.5" CAL. TREE
1575	Ulmus crassifolia	Cedar Elm	Good	8	1		NO	(1) 2.5" CAL. TREE
1576	Ulmus crassifolia	Cedar Elm	Fair	6	1		NO	(1) 2.5" CAL. TREE
1577	Ulmus crassifolia	Cedar Elm	Fair	9	1		NO	(1) 2.5" CAL. TREE
1578	Sideroxylon lanuginosum	Chittamwood	Good	6	1		NO	(1) 2.5" CAL. TREE
1579	Ulmus crassifolia	Cedar Elm	Fair	7	2		NO	(1) 2.5" CAL. TREE
1580	Carya illinoensis	Pecan	Fair	6	1		NO	(1) 2.5" CAL. TREE
1581	Sideroxylon lanuginosum	Chittamwood	Good	7	1		NO	(1) 2.5" CAL. TREE
1582	Ulmus crassifolia	Cedar Elm	Good	8	1		NO	(1) 2.5" CAL. TREE
1583	Carya illinoensis	Pecan	Fair	7	1		NO	(1) 2.5" CAL. TREE
1584	Ulmus crassifolia	Cedar Elm	Good	8	1		NO	(1) 2.5" CAL. TREE
1585	Ulmus crassifolia	Cedar Elm	Damaged	13	3		NO	(1) 2.5" CAL. TREE
1586	Carya illinoensis	Pecan	Good	11	1		NO	(1) 2.5" CAL. TREE
1587	Ulmus crassifolia	Cedar Elm	Good	10	1		NO	(1) 2.5" CAL. TREE
1588	Ulmus americana	American Elm	Good	10	1		NO	(1) 2.5" CAL. TREE
1589	Sideroxylon lanuginosum	Chittamwood	Good	10	1		NO	(1) 2.5" CAL. TREE
1590	Sideroxylon lanuginosum	Chittamwood	Good	9	1		NO	(1) 2.5" CAL. TREE
1591	Sideroxylon lanuginosum	Chittamwood	Good	9	1		NO	(1) 2.5" CAL. TREE
1592	Sideroxylon lanuginosum	Chittamwood	Good	7	1		NO	(1) 2.5" CAL. TREE
1593	Sideroxylon lanuginosum	Chittamwood	Fair	6	1		NO	(1) 2.5" CAL. TREE
				310				(38) 2.5" CAL. TREES

OFF-SITE DRAINAGE IMPROVEMENTS
TREE SURVEY & MITIGATION PLAN



ISSUES:

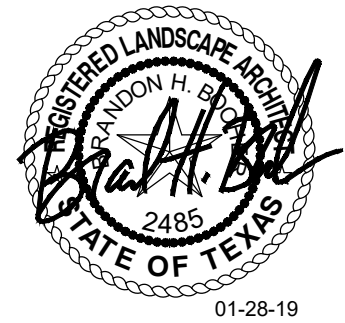
06-01-18 ISSUE FOR PD

REVISIONS:

08-14-18	PER CITY COMMENTS
10-12-18	PER CITY COMMENTS
11-09-18	PER CITY COMMENTS
11-26-18	PER CITY COMMENTS
01-04-19	PER CITY COMMENTS
01-28-19	PER CITY COMMENTS

CLIENT:

WATERMERE
AT FLOWER MOUND
FLOWER MOUND, TEXAS



ISSUE FOR PD

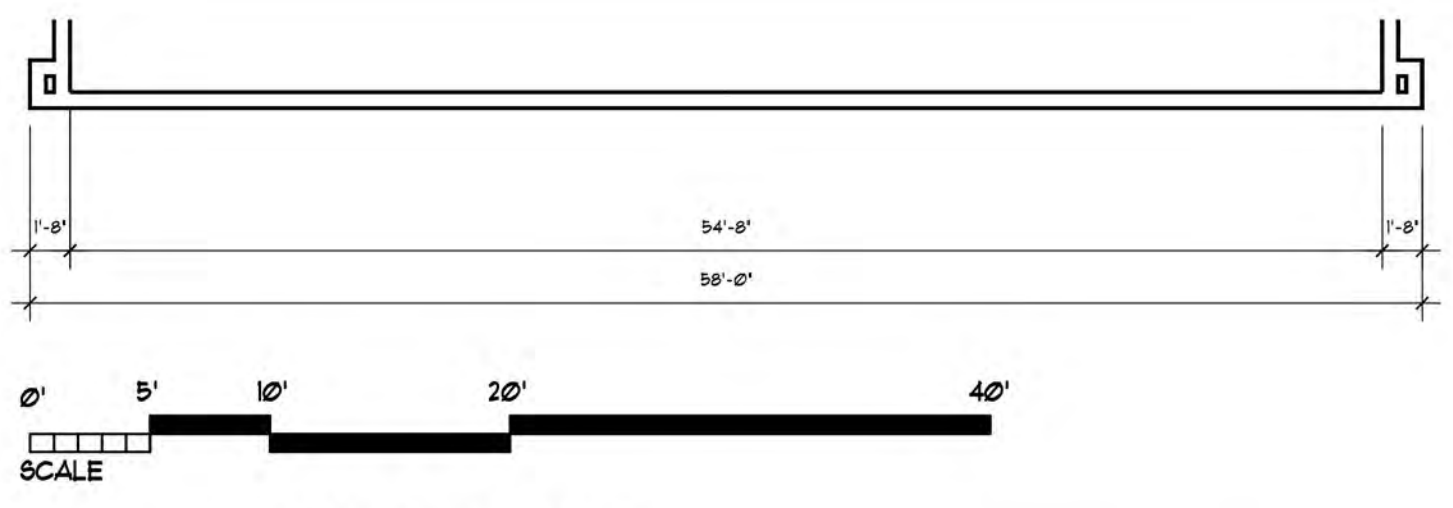
WATERMERE
AT FLOWER MOUND

FLOWER MOUND, TEXAS

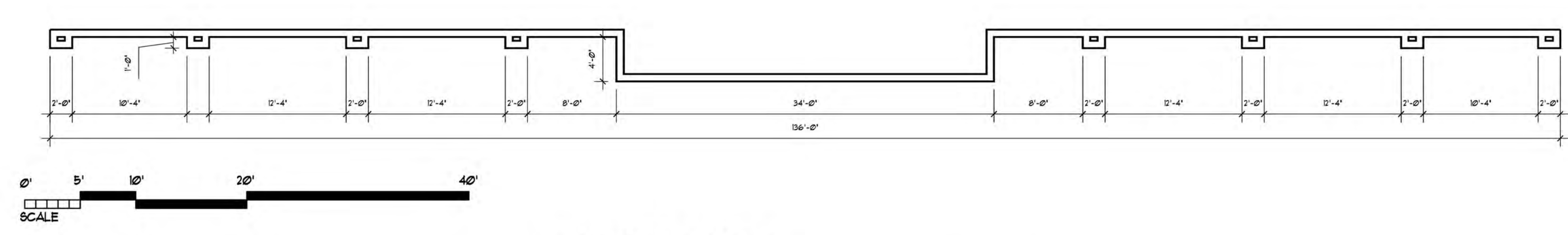
JOB NUMBER: INT-1801

TREE SURVEY &
MITIGATION PLAN

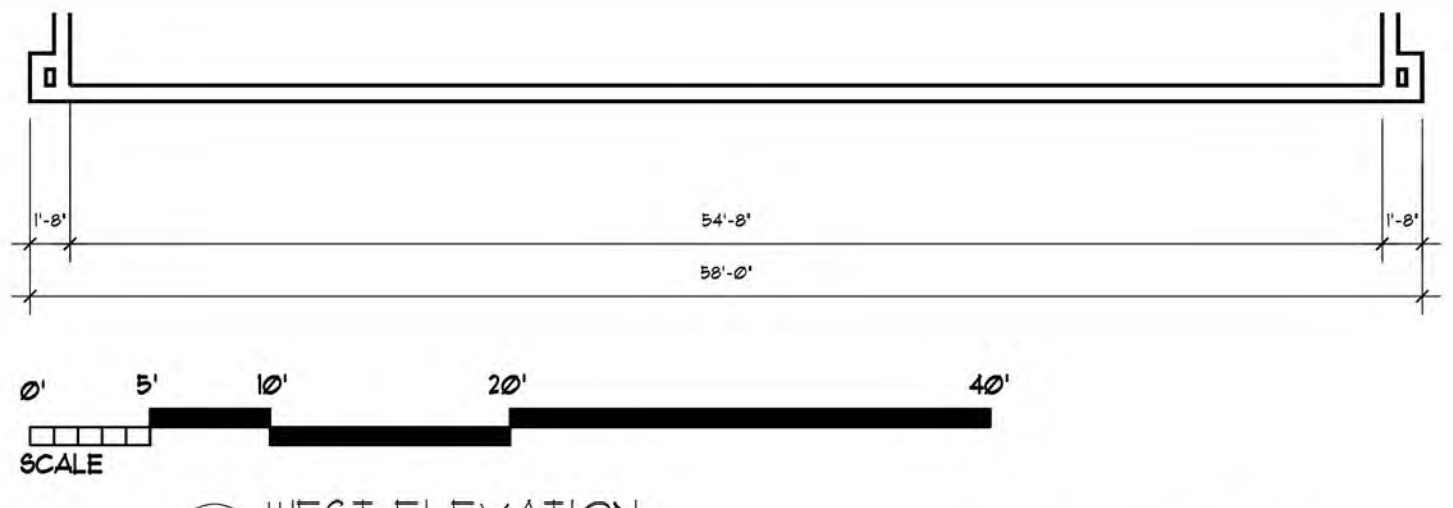
LP0.05



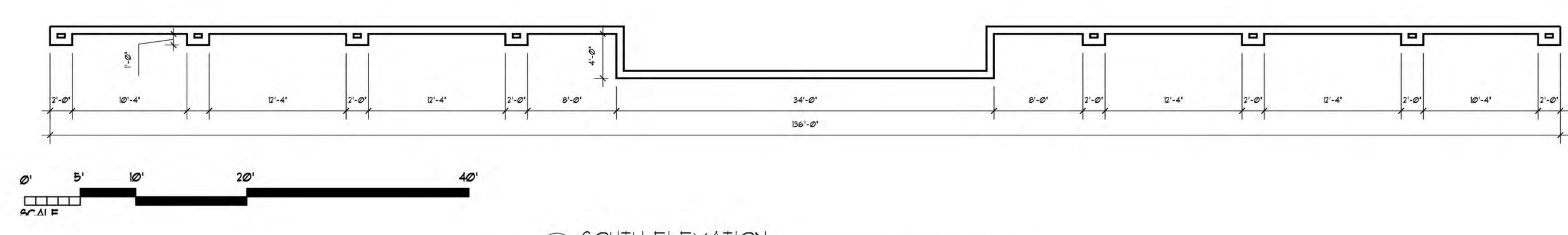
01 EAST ELEVATION
SCALE 1/8" = 1'-0" OFFICE ELEVATION



02 NORTH ELEVATION
SCALE 1/8" = 1'-0" OFFICE ELEVATION



03 WEST ELEVATION
SCALE 1/8" = 1'-0" OFFICE ELEVATION



04 SOUTH ELEVATION
SCALE 1/8" = 1'-0" OFFICE ELEVATION

MATERIAL TABULATION CHART FOR OFFICE BUILDING									
WATERMERE AT FLOWER MOUND									
	North		South		East		West		
	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	
1	Total Facade S.F.		3703		1674		1674		
2	Doors, Windows, Railing S.F.		1789		690		690		
3	Facade S.F. (exclusive of doors, windows and railings)		1914		984		984		
4	Primary Masonry totals (Min. 80%)		1914	100%	984	100%	984	100%	
	• Brick s.f. (as applicable)		1227	64%	0	0%	0	0%	
	• Stone s.f. (as applicable)		687	36%	984	100%	984	100%	
	• Stucco s.f. (as applicable)		0	0%	0	0%	0	0%	

WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone- Cobblefield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Caribe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 Balanced Beige	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
R1	Metal Roof	Berridge Mfg. or Equal	Standing Seam Metal Roof	Charcoal Gray

1. THE TRACT 1 CONCEPTUAL SITE PLAN CONTEMPLATES THREE OFFICE BUILDINGS. FINAL DETAILS WILL BE REQUIRED AT SITE PLAN APPLICATION AND REVISIONS TO MATERIALS AND DESIGN ARE ALLOWED AS LONG AS THE ARCHITECTURE, DESIGN, COLORS AND CONSTRUCTION SUBSTANTIALLY CONFORM TO THE ELEVATIONS DEPICTED ON THIS PLAN.

NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
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 ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
4. ALL PLAN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
5. OFFICE HVAC EQUIPMENT LOCATION TO BE DETERMINED PER CITY EQUIPMENT SCREENING REQUIREMENTS.
6. OFFICE OWNER ROOF/SITE SCREENING TO BE PROVIDED TO MEET CITY EQUIPMENT SCREENING REQUIREMENTS.

Watermere at Flower Mound

Flower Mound, Texas

Architecture
Planning
Project Management

ARRIVE
ARCHITECTURE GROUP

2344 Highway 121 - Suite 100 - Bedford, Texas 76021 - www.ArriveAG.com
Ph 817.514.0584 - Fx 817.514.0694

SEAL

REVISION	

DRAWN BY: AAG	CHECKED BY: JMT
PLOT DATE: 11/8/2018	REV. DATE:
SUBMITTAL DATE: 11-29-18	PROJECT NUMBER
ISSUED FOR: City Submittal	SHEET NO. A11.01
SCALE: AS NOTED	

TRACT 1 CONCEPTUAL ELEVATIONS



01 EAST ELEVATION
SCALE 3/32" = 1'-0"



02 EAST ELEVATION
SCALE 3/32" = 1'-0"

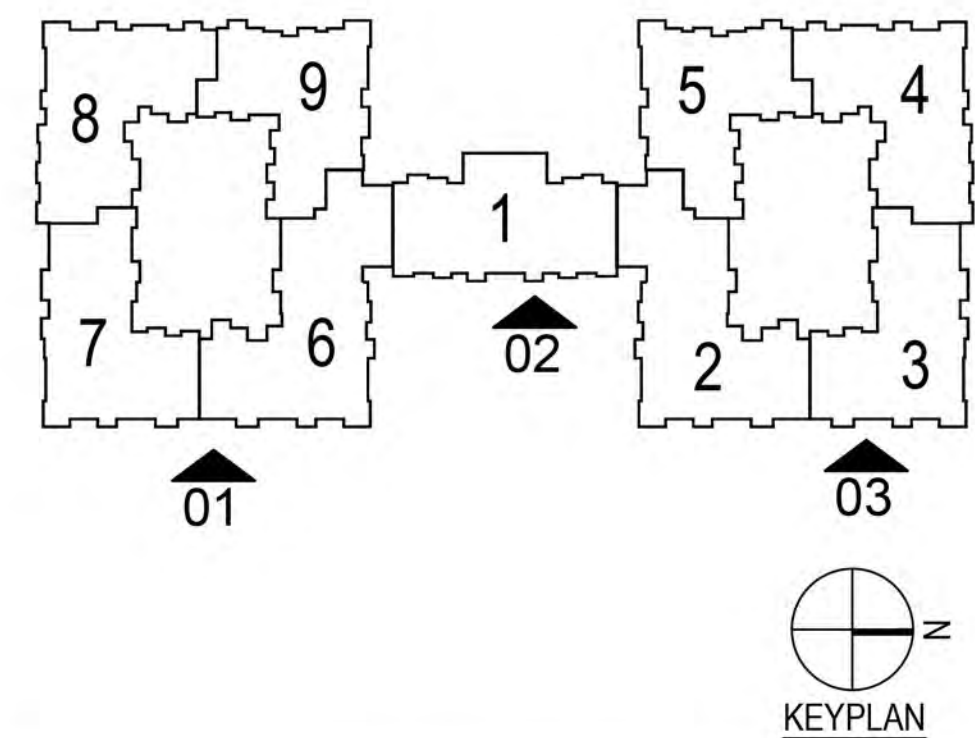


03 EAST ELEVATION
SCALE 3/32" = 1'-0"

MATERIAL TABULATION CHART (BUILDING)				
WATERMERE AT FLOWER MOUND				
			East	
			SQ.FT.	%
1	Total Facade S.F.	24483		
2	Doors, Windows, Railing S.F.	8314		
3	Facade S.F. (exclusive of doors, windows and railings)	16169		
4	Primary Masonry totals (Min. 80%)	14278	88%	
	• Brick s.f. (as applicable)	5223	32%	
	• Stone s.f. (as applicable)	4785	30%	
	• Stucco s.f. (as applicable)	4270	26%	
5	Secondary Masonry totals (max. 20%)	1891	12%	
	• Hardiplank s.f. (as applicable)	1891	12%	

WATERMARK AT FLOWER MOUND			
Exterior Finish Material Schedule			
	Material	Manufacturer	Color Info.
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Carabe
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 Balanced Beige
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 Balanced Beige
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macadamia
R1	Metal Roof	Berridge Mfg. or Equal	Standing Seam Metal Roof

- NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 2. ALL GROUND BASED HYVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
 4. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
 5. 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.
 6. ALL FLAN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
 7. FOR ANY CONSIDERATION OF A ROOFTOP SCREENING, THE PARAFET WALL WILL PROVIDE REQUIRED SCREENING. HOWEVER, IF OTHER ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.



A5.01 SENIOR HOUSING CONCEPTUAL ELEVATIONS

Watermere at Flower Mound

Flower Mound, Texas

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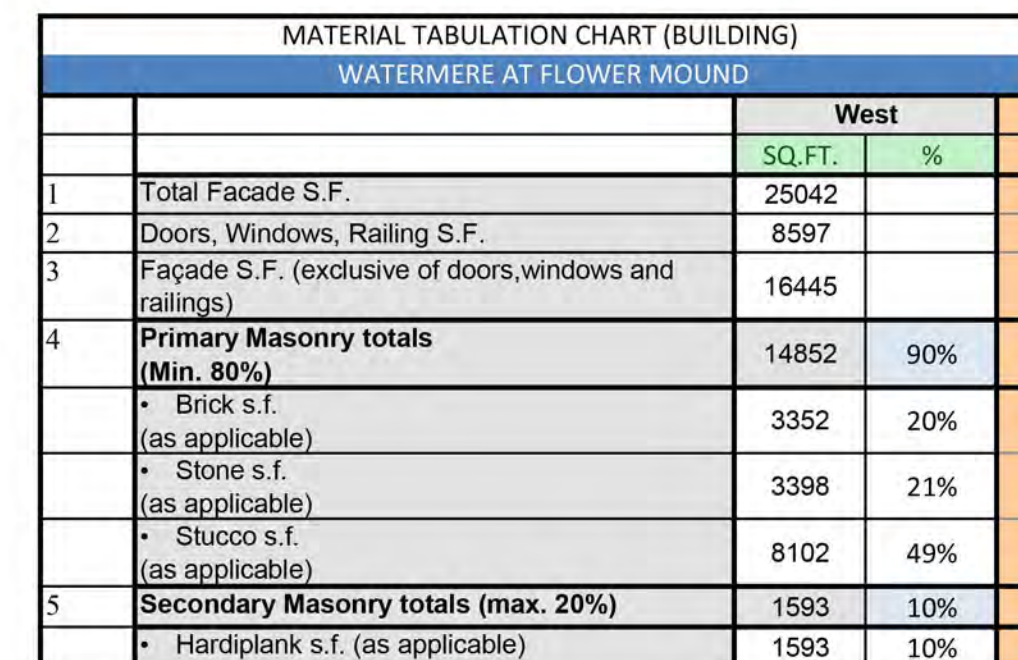
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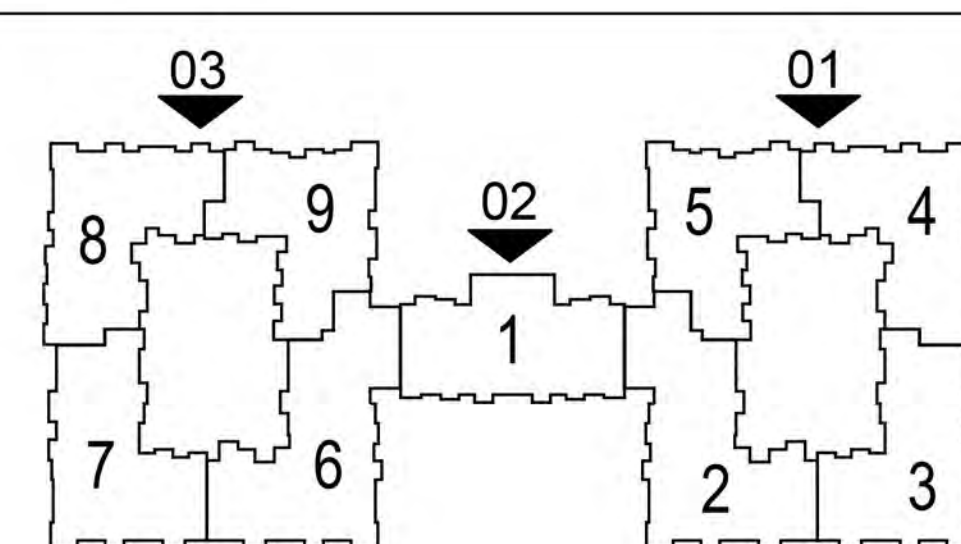
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DRAWN BY: AAG	CHECKED BY: JMT
PLOT DATE: 11/8/2018	REV. DATE:
SUBMITTAL DATE: 11-29-18	PROJECT NUMBER
ISSUED FOR: City Submittal	SHEET NO.
SCALE: AS NOTED	A5.01

--- A5.02 SENIOR HOUSING CONCEPTUAL ELEVATIONS



NOTE:

1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.*
2. ALL GROUND BASED HYAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE, MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PERMINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
4. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
5. 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 TOIN REGULATIONS.
6. FLAN ORRISTS OR GREATER.
1. FOR ANY CONDENSERS THAT ARE TO BE ROOF-MOUNTED, THE PARAFET WALL WILL PROVIDE REQUIRED SCREENING. HOWEVER IF OTHER ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.



A5.02 SENIOR HOUSING CONCEPTUAL ELEVATIONS

Watermere at Flower Mound

Flower Mound, Texas

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SCALE: AS NOTED	A5.02

Watermere at Flower Mound

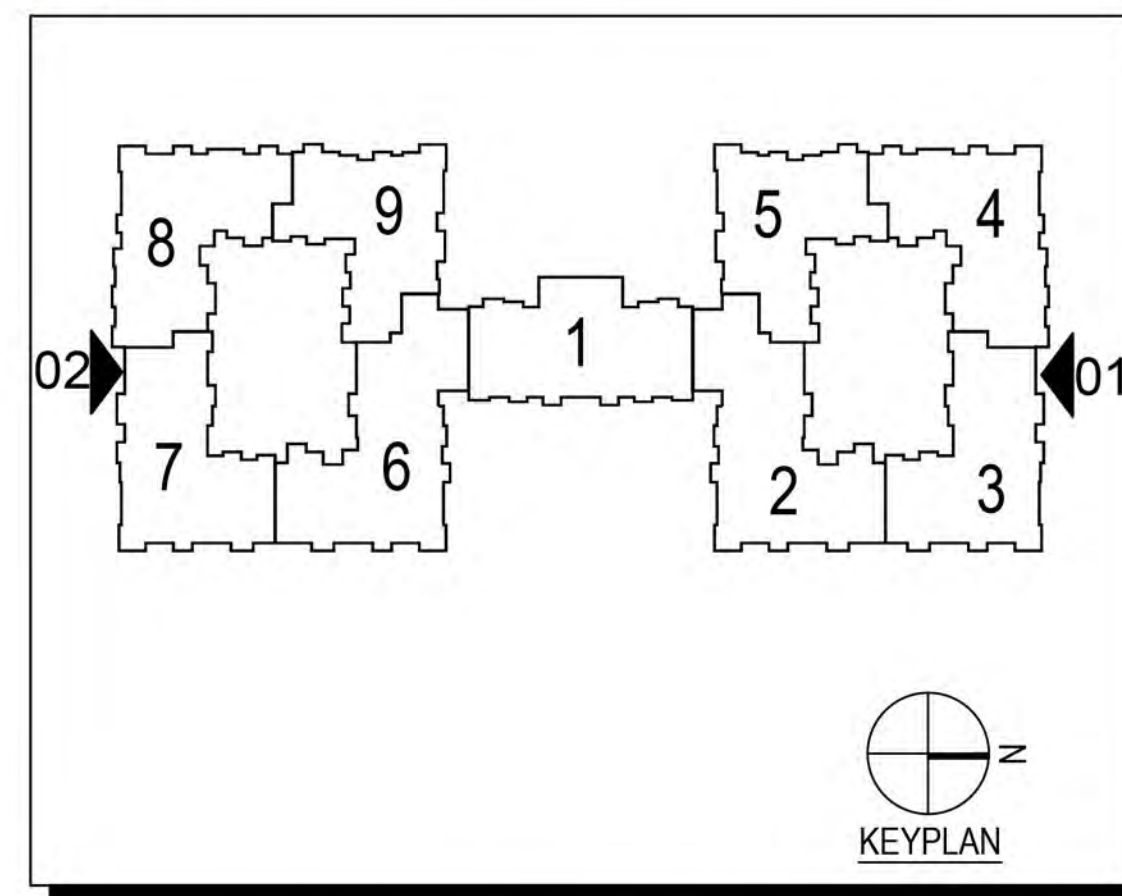
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REVISION	
DRAWN BY: AAG	CHECKED BY: JMT
LOT DATE: 1/8/2018	REV. DATE:
SUBMITTAL DATE: 1-29-18	PROJECT NUMBER
ISSUED FOR: City Submittal	SHEET NO.
SCALE: AS NOTED	A5.03

A5.03 SENIOR HOUSING CONCEPTUAL ELEVATIONS



- NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 2. ALL ROOFING BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING. DUMPER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
 3. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS PER THE ZONING LAW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 4. ALL PLAN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
 5. FOR ANY CONDENSERS THAT ARE TO BE ROOF-MOUNTED, THE PARAPET WALL WILL PROVIDE REQUIRED SCREENING. HOWEVER, IF THE ROOF IS FLAT, THE CONDENSER WILL BE SCREENED. A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

MATERIAL TABULATION CHART (BUILDING)			
WATERMERE AT FLOWER MOUND			
		North	
		SQ.FT.	%
Total Facade S.F.		10710	
Doors, Windows, Railing S.F.		3868	
Facade S.F. (exclusive of doors, windows and railings)		6842	
Primary Masonry totals		6312	92%
(Min. 80%)			
• Brick s.f. (as applicable)		3364	49%
• Stone s.f. (as applicable)		692	10%
• Stucco s.f. (as applicable)		2256	33%
Secondary Masonry totals (max. 20%)		530	8%
• Hardipank s.f. (as applicable)		530	8%

WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone - Cobblefield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9000 Carabe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 balanced Beige	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 balanced Beige	Fiber Cement Siding
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macadamia	Fiber Cement Siding
R1	Metal Roof	Berridge Mfg. or Equal	Standing Seam Metal Roof	Charcoal Gray

MATERIAL TABULATION CHART FOR POOL									
WATERMERE AT FLOWER MOUND									
	North			South		East		West	
	SQ.FT.	%		SQ.FT.	%	SQ.FT.	%	SQ.FT.	%
Total Facade S.F.	1300			1300		1353		1353	
Doors, Windows, Railing S.F.	482			482		541		764	
Facade S.F. (exclusive of doors, windows and railings)	818			818		812		589	
Primary Masonry totals (Min. 80%)	818	100%		818	100%	812	100%	589	100%
• Brick s.f. (as applicable)	468	57%		468	57%	625	77%	406	69%
• Stone s.f. (as applicable)	0	0%		0	0%	0	0%	0	0%
• Stucco s.f. (as applicable)	350	43%		350	43%	187	23%	183	31%

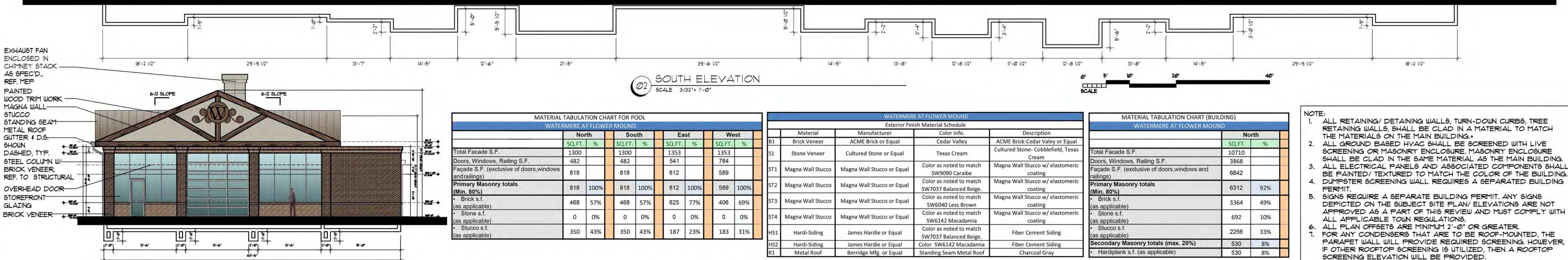
MATERIAL TABULATION CHART (BUILDING)			
WATERMERE AT FLOWER MOUND			
	South		
	SQ.FT	%	
Total Facade S.F.	10710		
Doors, Windows, Railing S.F.	3688		
Facade S.F. (exclusive of doors, windows and railings)	6842		
Primary Masonry totals	6312	92%	
(Min. 80%)			
• Brick s.f. (as applicable)	3364	49%	
• Stone s.f. (as applicable)	692	10%	
• Stucco s.f. (as applicable)	2256	33%	
Secondary Masonry totals (max. 20%)	530	8%	
• Hardipank s.f. (as applicable)	530	8%	



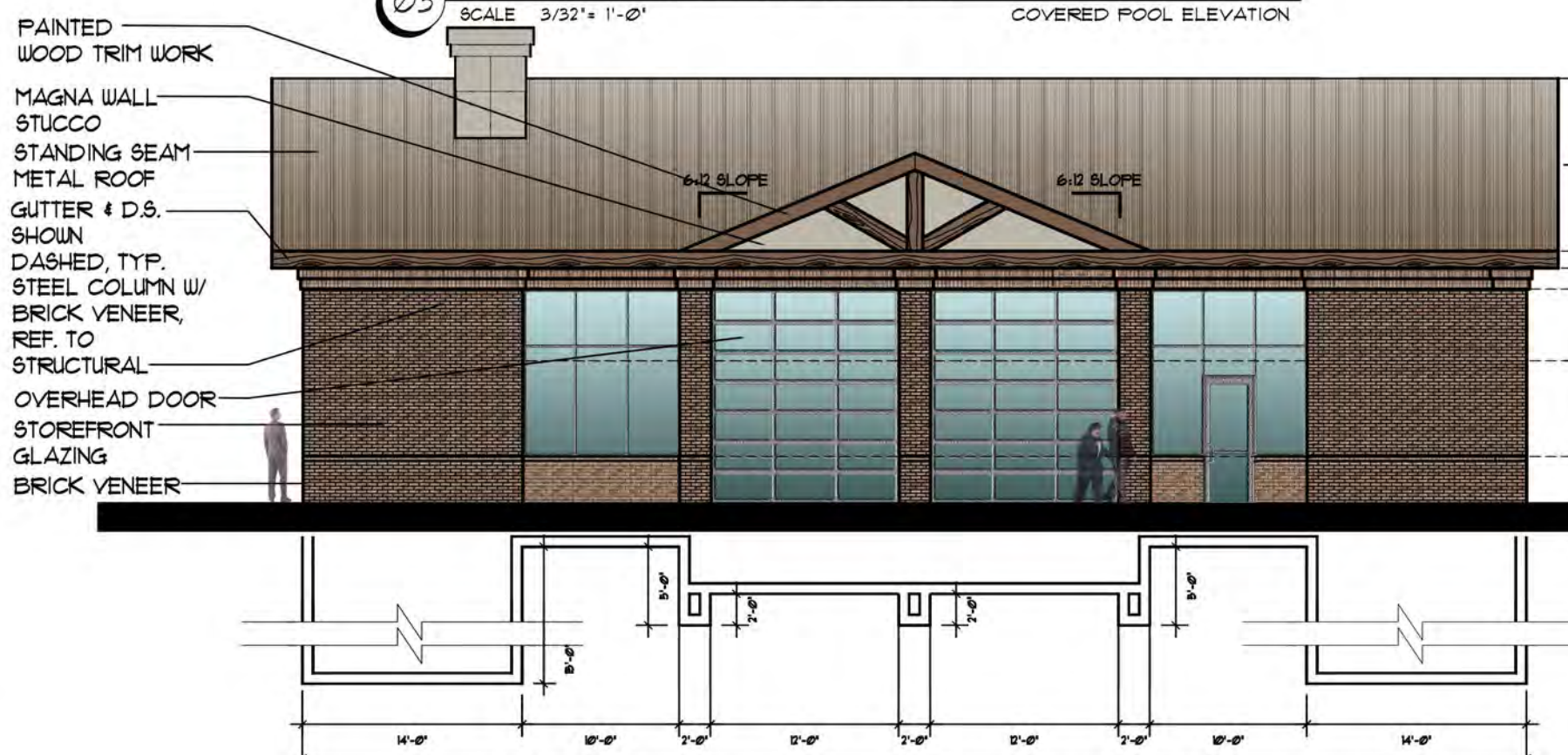
01 NORTH ELEVATION
SCALE 3/32" = 1'-0"



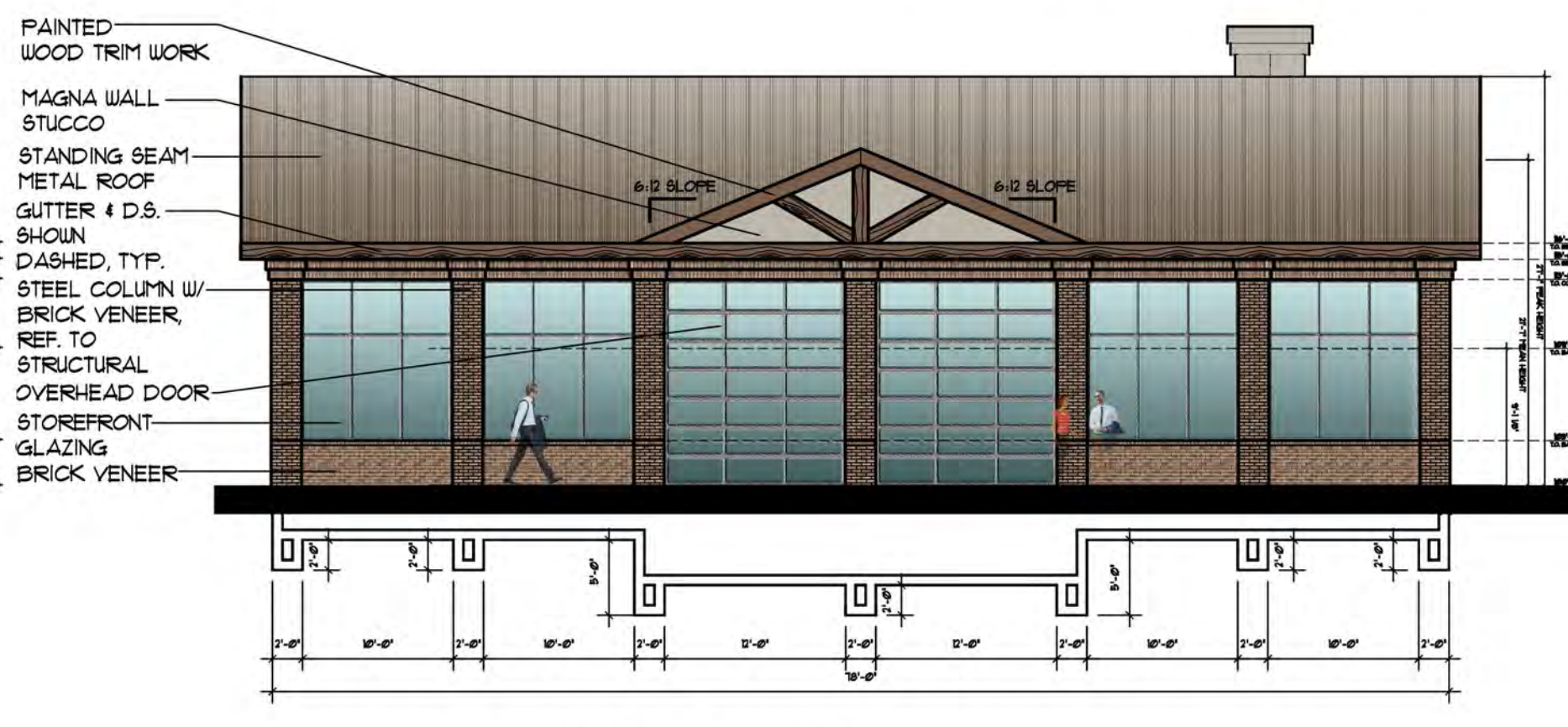
02 SOUTH ELEVATION
SCALE 3/32" = 1'-0"



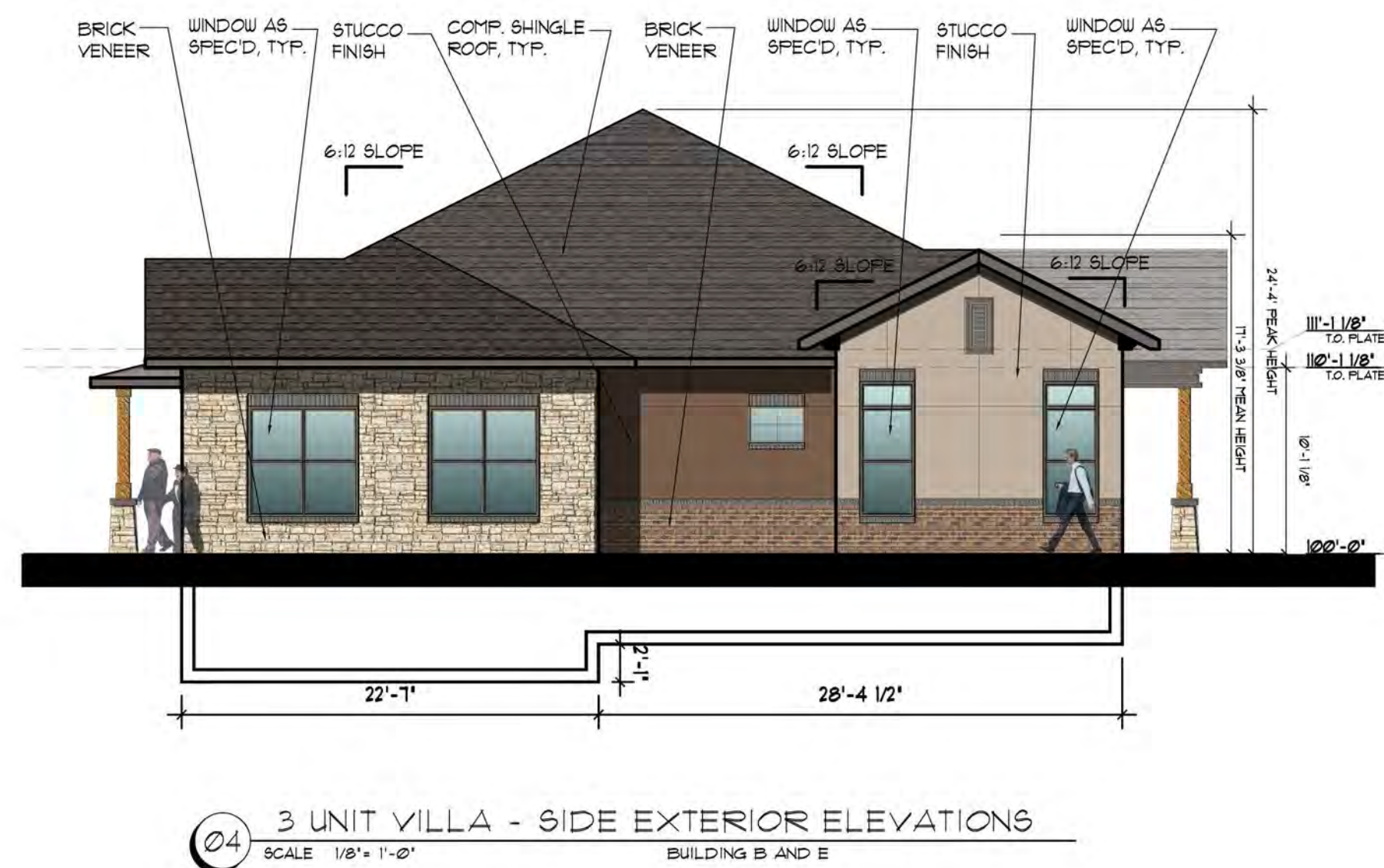
23 NORTH/SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone - Cobblefield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Carabe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 Balanced Beige.	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 Balanced Beige.	Fiber Cement Siding
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macadamia	Fiber Cement Siding
R1	Metal Roof	Berridge Mfg. or Equal	Charcoal Gray	Standing Seam Metal Roof

- NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.+
 2. ALL GROUND BASED HYVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING. ALL ELECTRICAL EQUIPMENT AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING. DUMPTER SCREENING WALL. REQUIRES A SEPARATED BUILDING PERMIT.
 5. 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 THE FOLLOWING:
 1. ALL SIGN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
 7. IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.

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DRAWN BY: AAG PLOT DATE: 11/8/2018 SUBMITTAL DATE: 11-09-18 ISSUED FOR: City Submittal SCALE: AS NOTED	CHECKED BY: JMT REV. DATE: PROJECT NUMBER: SHEET NO. A5.05

Watermere at Flower Mound

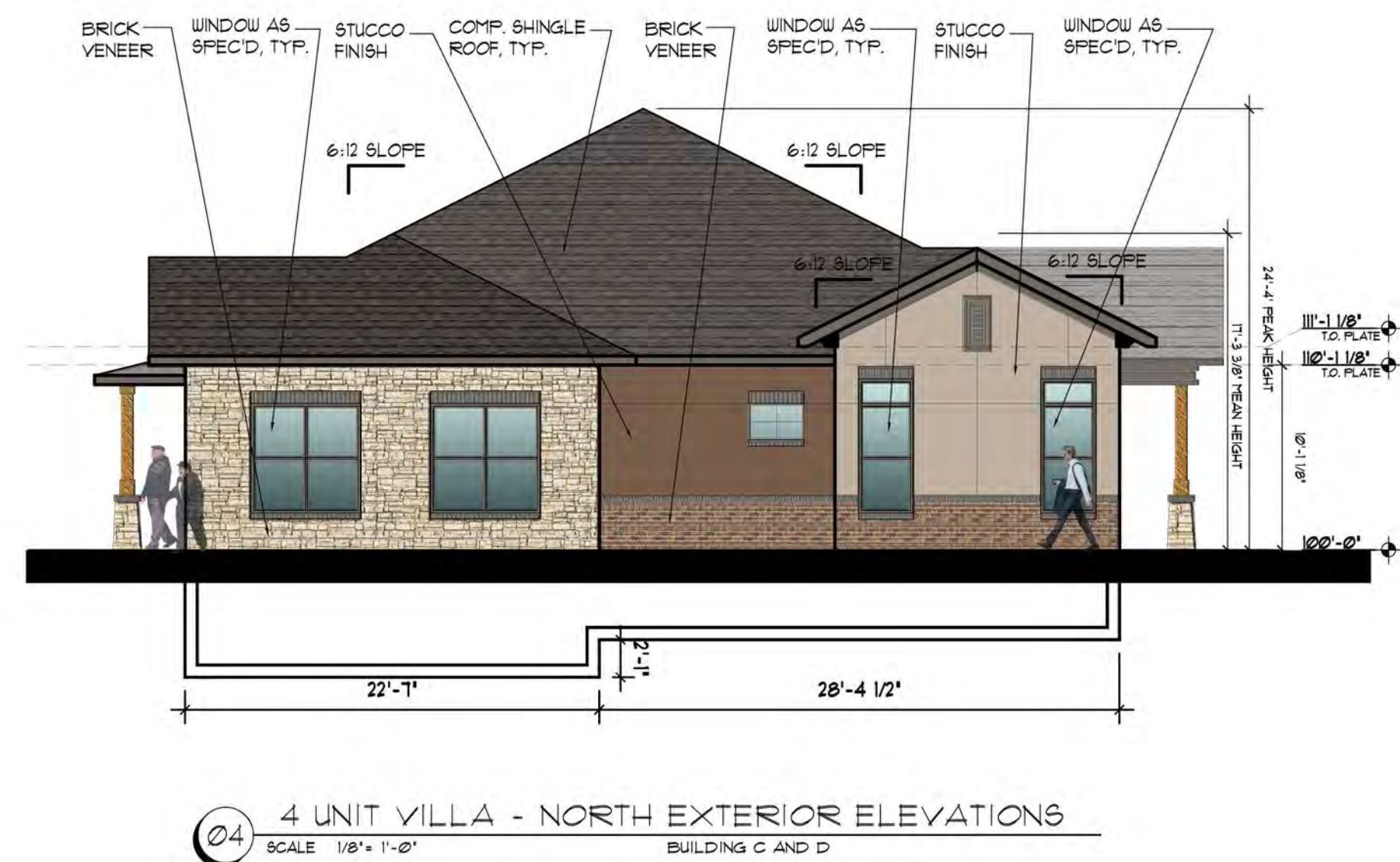
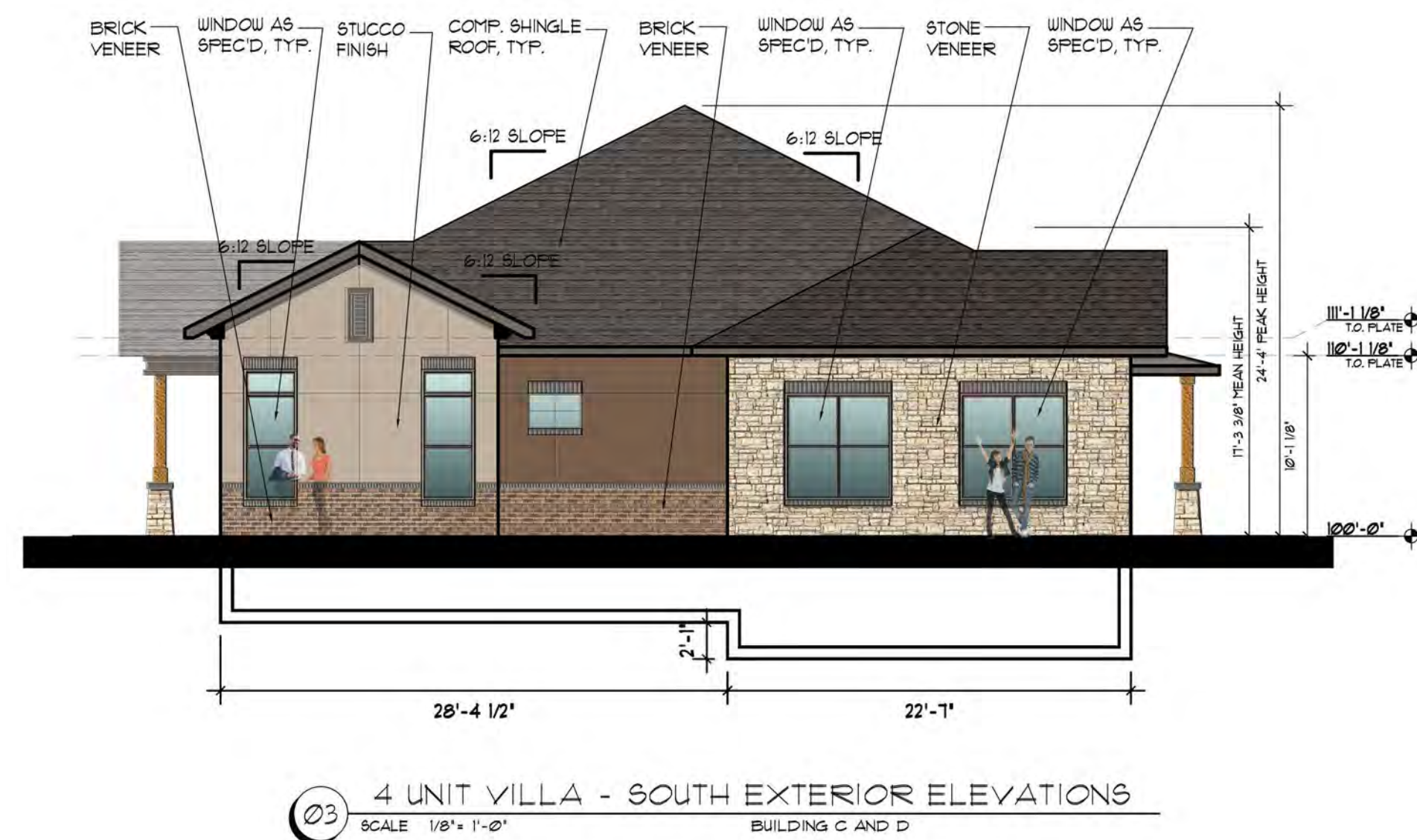
Flower Mound, Texas

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SUBMITTAL DATE: 11-09-18	PROJECT NUMBER:
ISSUED FOR: City Submittal	SHEET NO. A5.00
SCALE: AS NOTED	

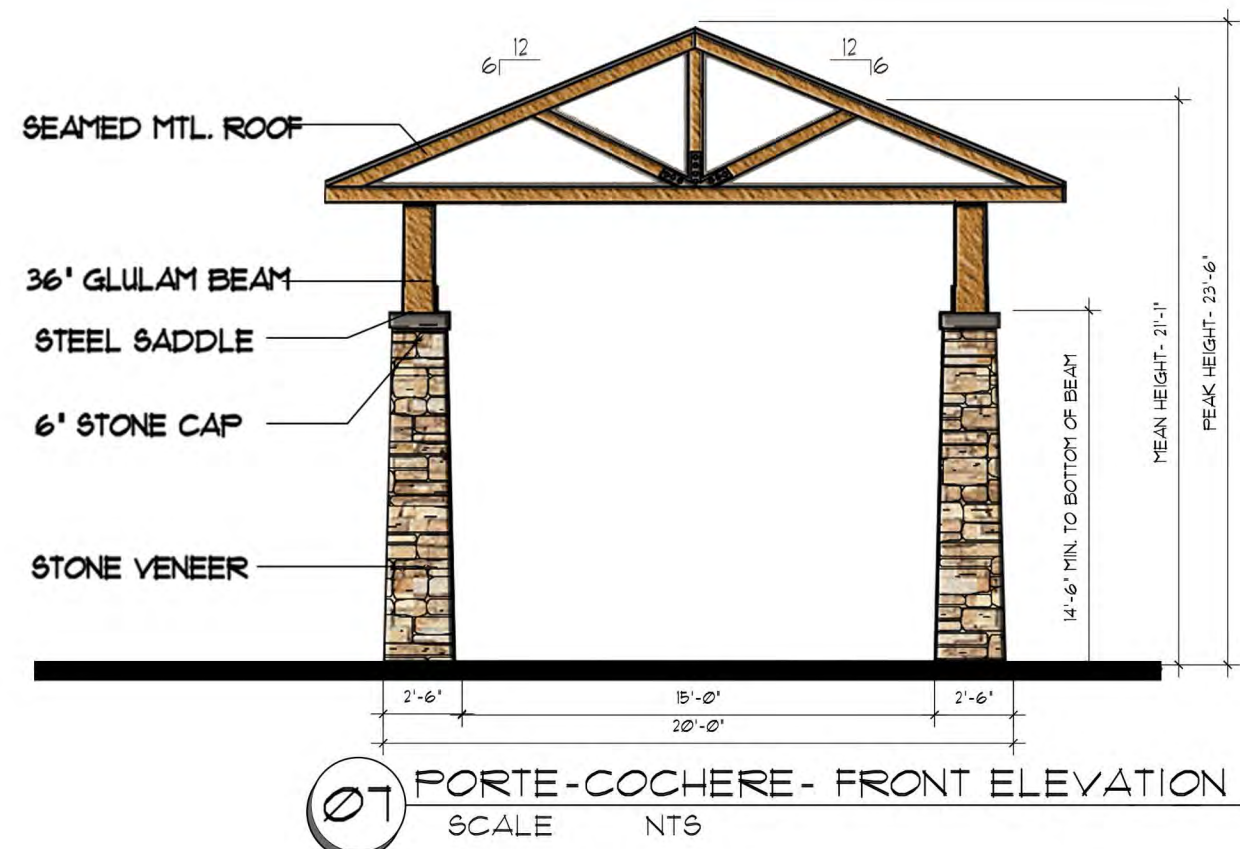
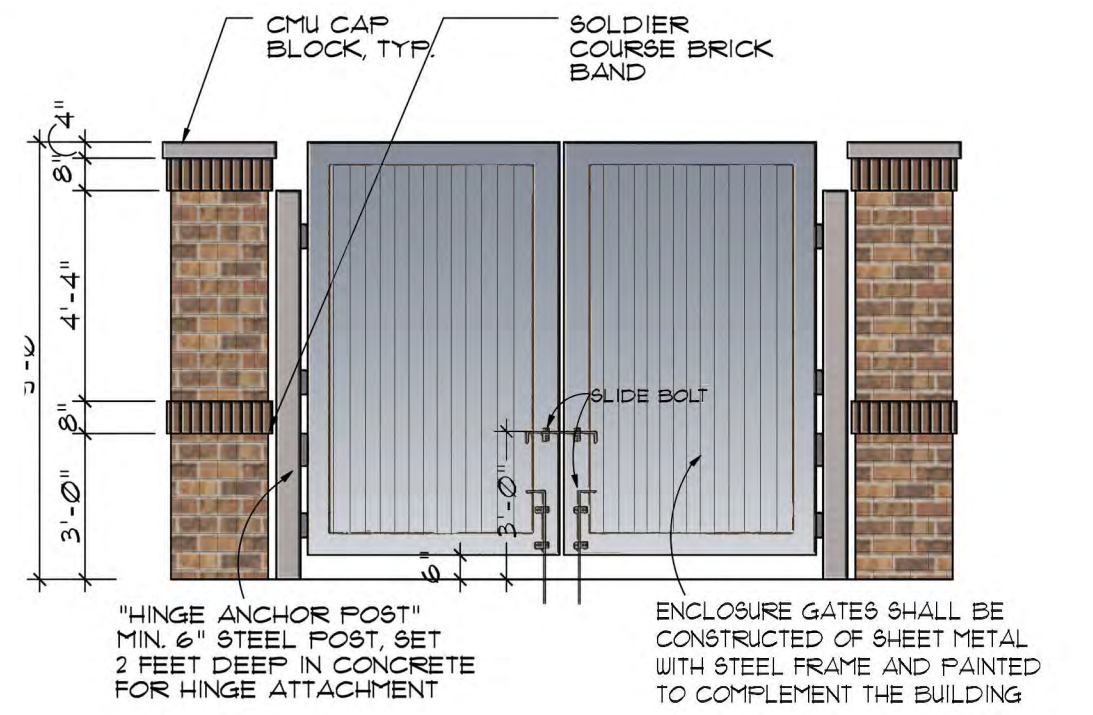
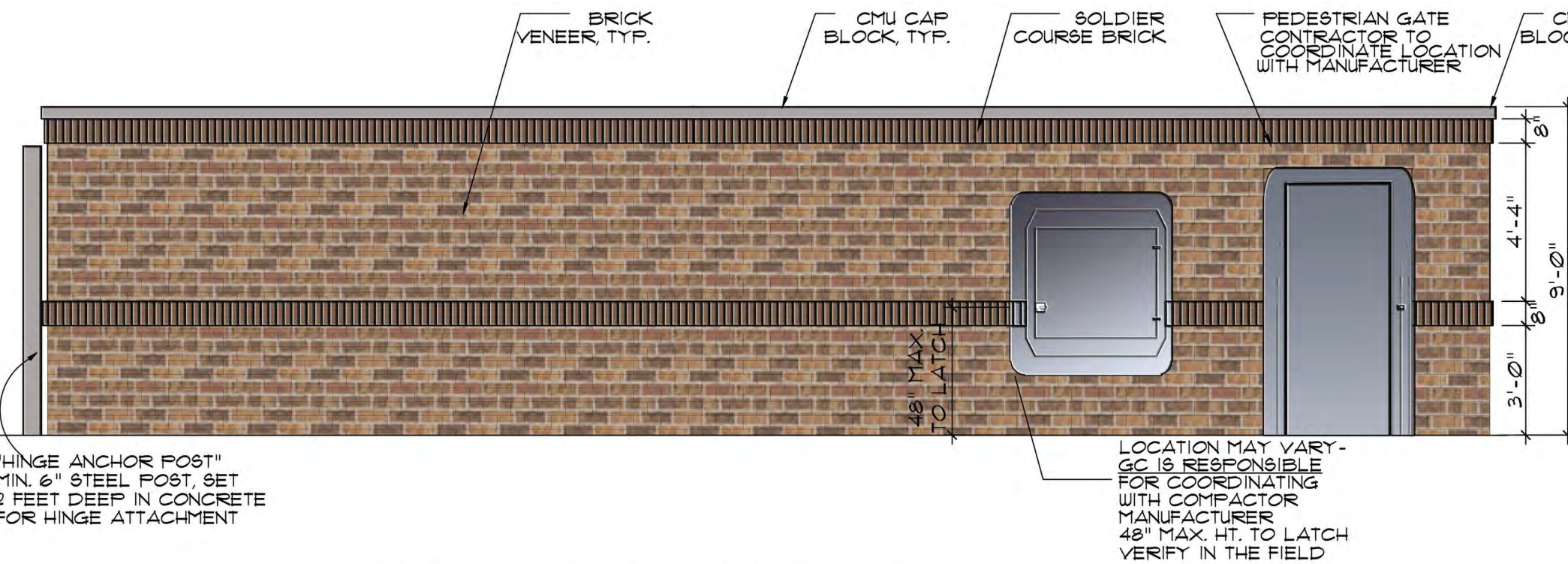
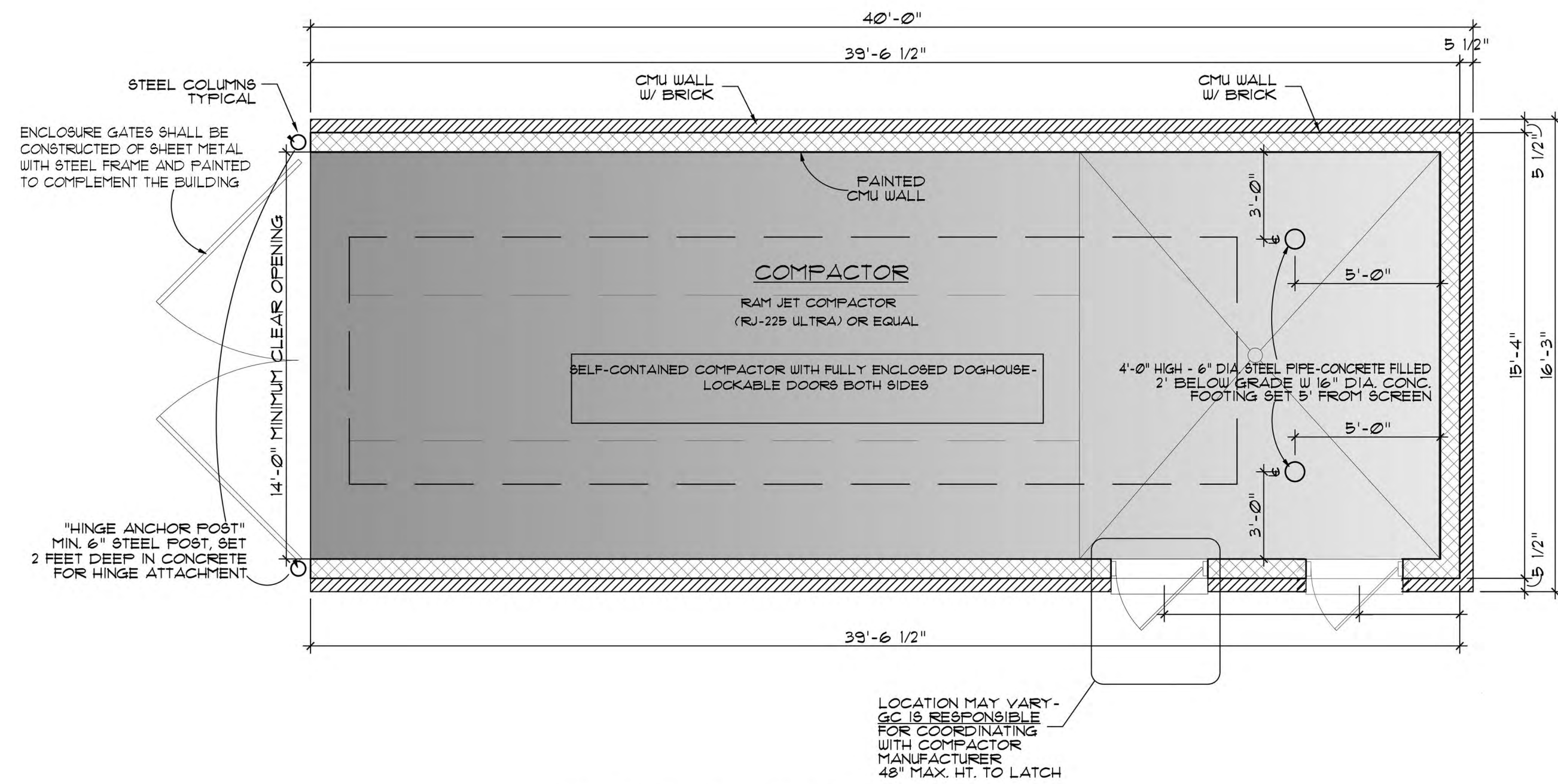
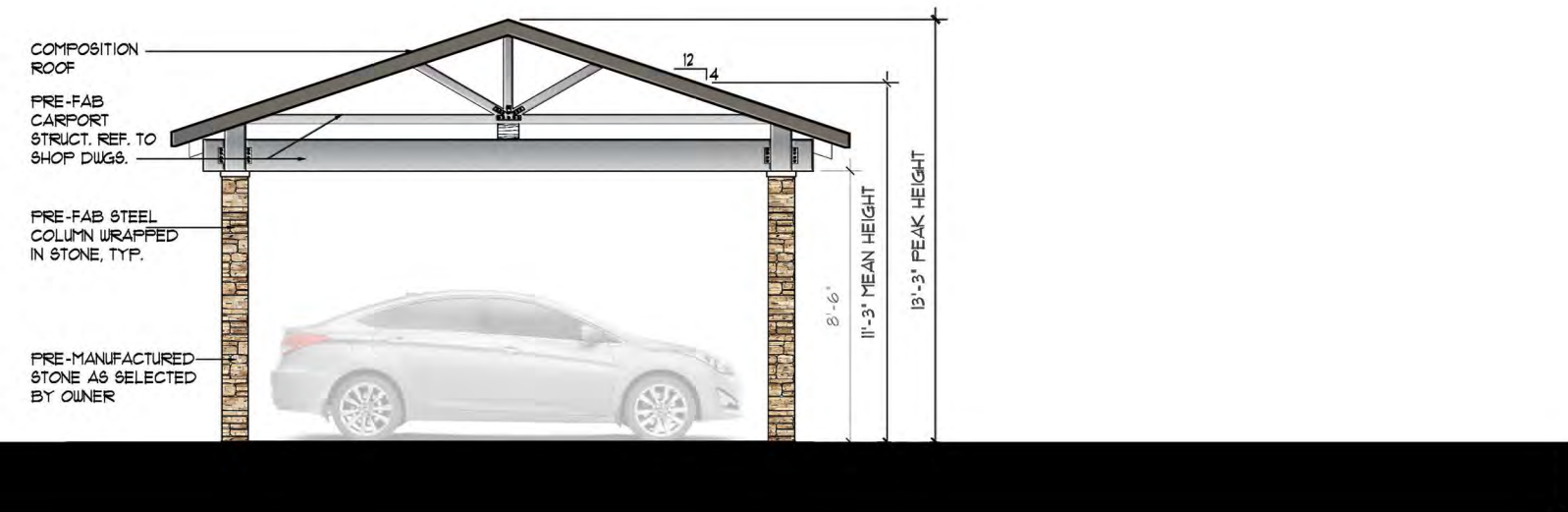
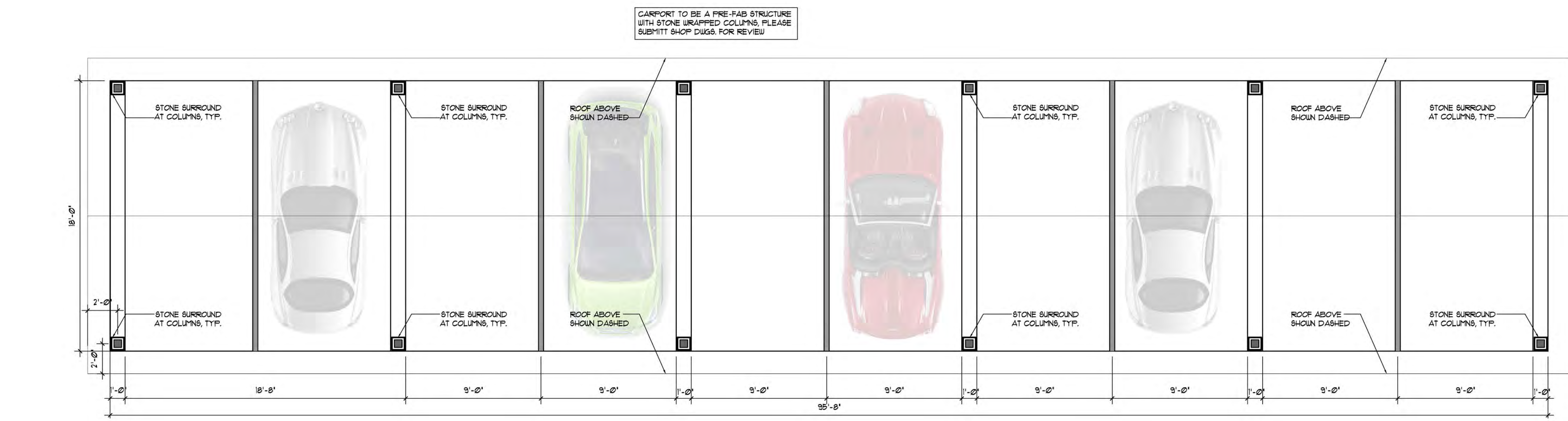
TRACT 2 CONCEPTUAL ELEVATIONS.



MATERIAL TABULATION CHART FOR VILLA (4 UNITS)											
WATERSIDE AT FLOWER MOUND											
		South			North			East		West	
		SQ.FT.	%		SQ.FT.	%	SQ.FT.	%	SQ.FT.	%	
1	Total Facade S.F.	572			572		2196			2219	
2	Doors, Windows, Railing S.F.	143			143		913			798	
3	Facade S.F. (exclusive of doors, windows and railings)	429			429		1283			1421	
4	Primary Masonry totals (Min. 80%)	430	100%		430	100%	1283	100%		1212	85%
	* Brick s.f. (as applicable)	77	18%		77	18%	595	46%		355	25%
	* Stone s.f. (as applicable)	145	34%		145	34%	688	54%		555	39%
	* Stucco s.f. (as applicable)	208	48%		208	48%	0	0%		302	21%
5	Secondary Masonry totals (max. 20%)	0	0%		0	0%	0	0%		216	15%
	* Handlens s.f. (as applicable)	0	0%		0	0%	0	0%		216	15%
	* Detail any additional (as applicable)	...			...		...			...	

WATERMERE AT FLOWER MOUND				
Exterior Finish Material Schedule				
	Material	Manufacturer	Color Info.	Description
B1	Brick Veneer	ACME Brick or Equal	Cedar Valley	ACME Brick-Cedar Valley or Equal
S1	Stone Veneer	Cultured Stone or Equal	Texas Cream	Cultured Stone - Cobblesfield, Texas Cream
ST1	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW9090 Caribe	Magna Wall Stucco w/ elastomeric coating
ST2	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW7037 balanced Beige	Magna Wall Stucco w/ elastomeric coating
ST3	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6040 Less Brown	Magna Wall Stucco w/ elastomeric coating
ST4	Magna Wall Stucco	Magna Wall Stucco or Equal	Color as noted to match SW6142 Macadamia	Magna Wall Stucco w/ elastomeric coating
HS1	Hardi-Siding	James Hardie or Equal	Color as noted to match SW7037 balanced Beige	Fiber Cement Siding
HS2	Hardi-Siding	James Hardie or Equal	Color SW6142 Macadamia	Fiber Cement Siding
R1	Metal Roof	Berridge Mfg. or Equal	Charcoal Gray	Standing Seam Metal Roof

- NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-OUT CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.*
 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 ELECTRICAL PANELS & ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
 4. DUMPSTER SCREENING WALL REQUIRES A SEPARATED BUILDING PERMIT.
 5. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 6. ALL PLAN OFFSETS ARE MINIMUM 2'-0" OR GREATER.
 7. IF ROOFTOP SCREENING IS UTILIZED, THEN A ROOFTOP SCREENING ELEVATION WILL BE PROVIDED.



- NOTE:
1. ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS, SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 2. ALL GROUND BASED HYAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
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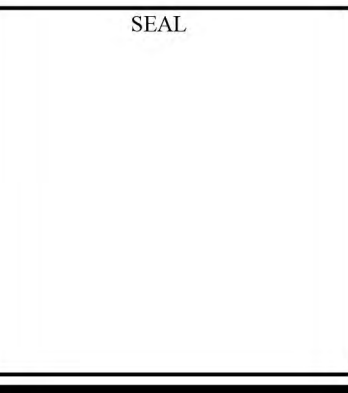
Watermere at Flower Mound

Flower Mound, Texas

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ISSUED FOR: City Submittal	SHEET NO.
SCALE: AS NOTED	A11.02

CONCEPTUAL RENDERING A1
COURTYARD

CONCEPTUAL RENDERING B
CLUBHOUSE AMENITY
AREA

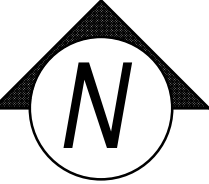
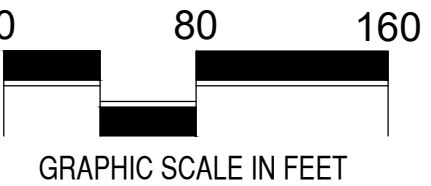
CONCEPTUAL RENDERING C
DOG PARK

CONCEPTUAL RENDERING A2
COURTYARD

CONCEPTUAL RENDERING D
DETENTION POND

○ RENDERING KEY PLAN

SCALE: 1" = 60'-0"



ISSUES:

①	06-01-18	ISSUE FOR PD
○		
○		
○		

REVISIONS:

⚠	08-14-18	PER CITY COMMENTS
⚠	10-12-18	PER CITY COMMENTS
⚠	11-09-18	PER CITY COMMENTS
⚠	11-26-18	PER CITY COMMENTS
⚠	01-04-19	PER CITY COMMENTS

CLIENT:

**WATERMERE
AT FLOWER MOUND**
FLOWER MOUND, TEXAS

MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

ISSUE FOR PD

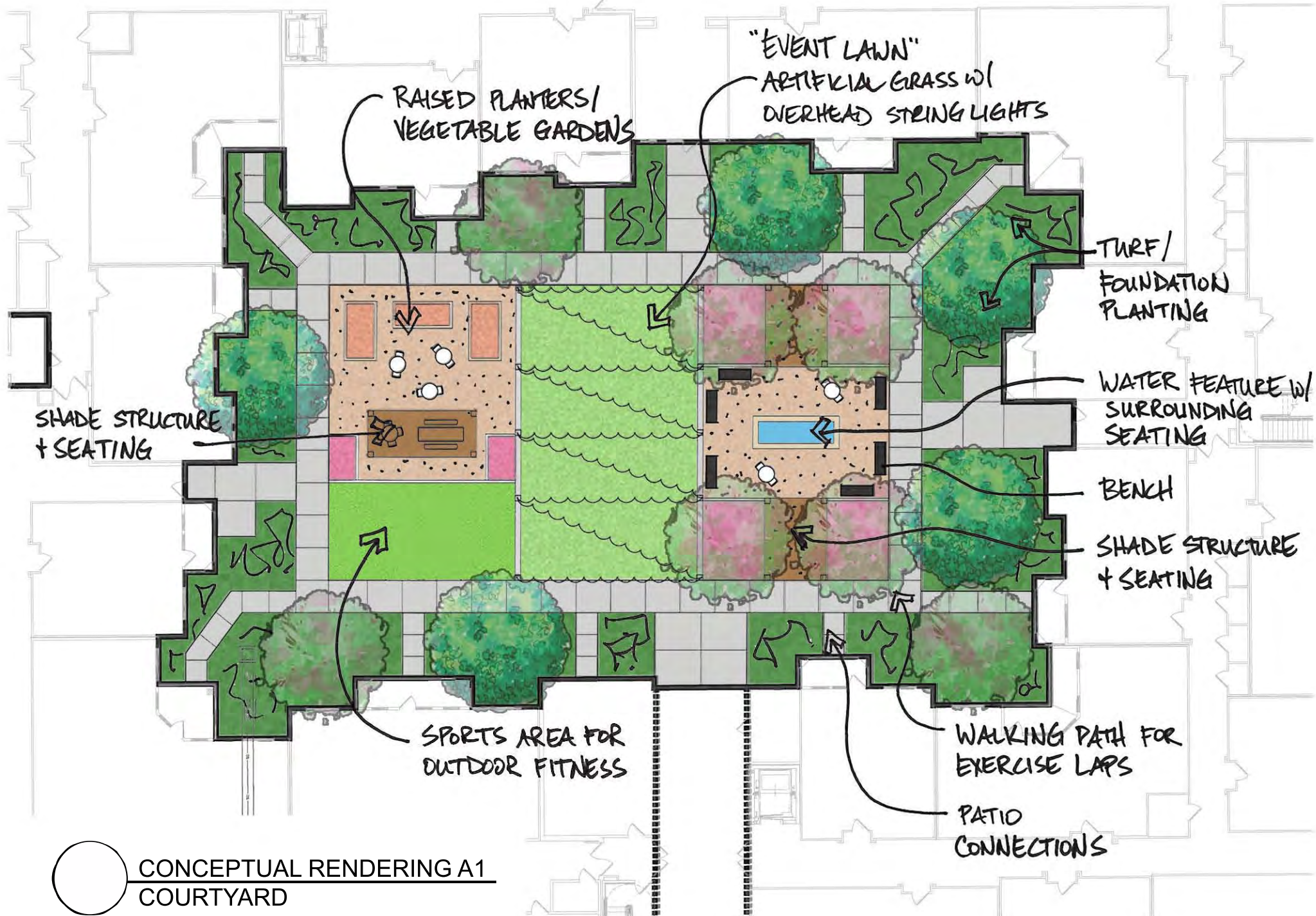
WATERMERE
AT FLOWER MOUND

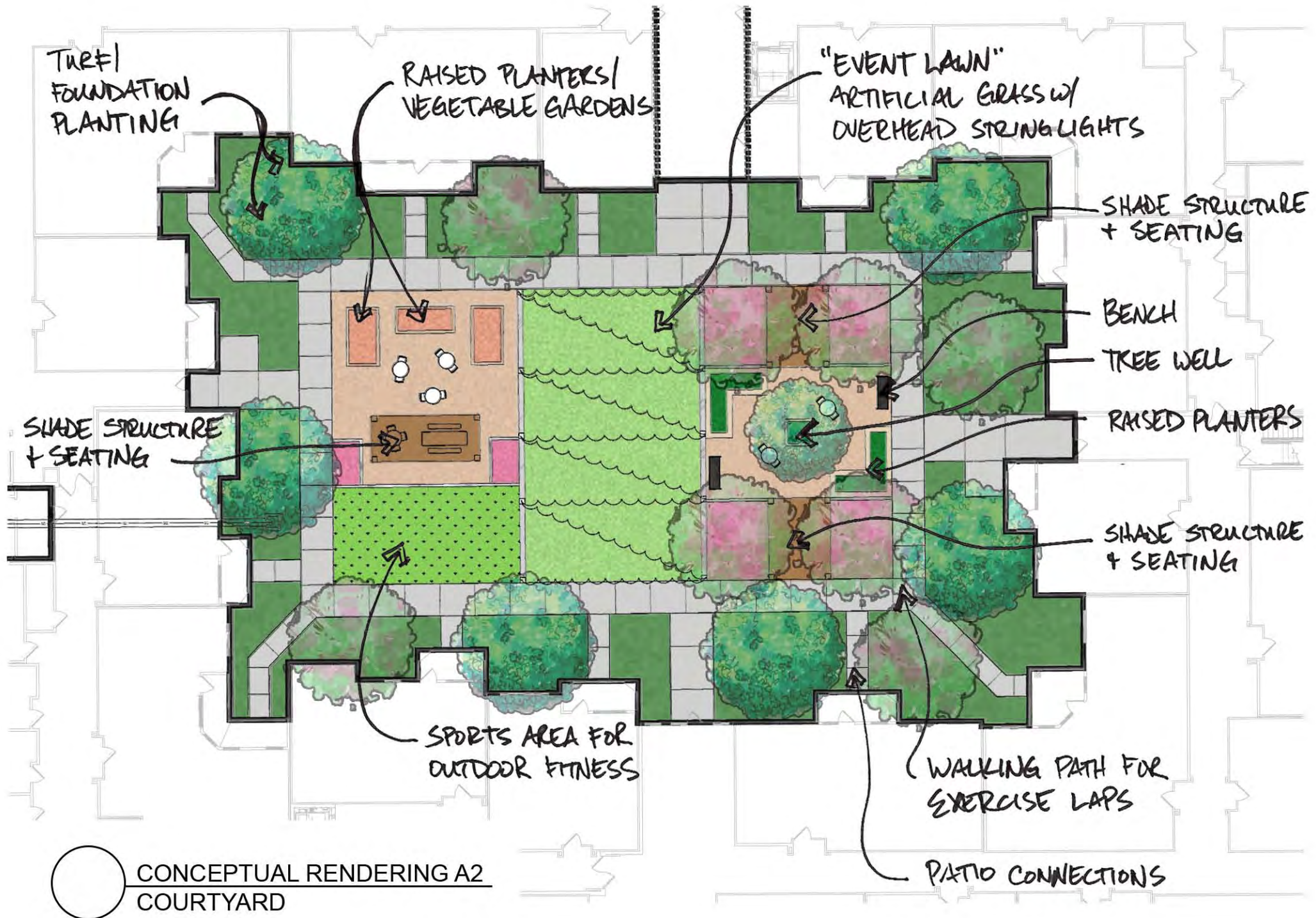
FLOWER MOUND, TEXAS

JOB NUMBER: INT-1801

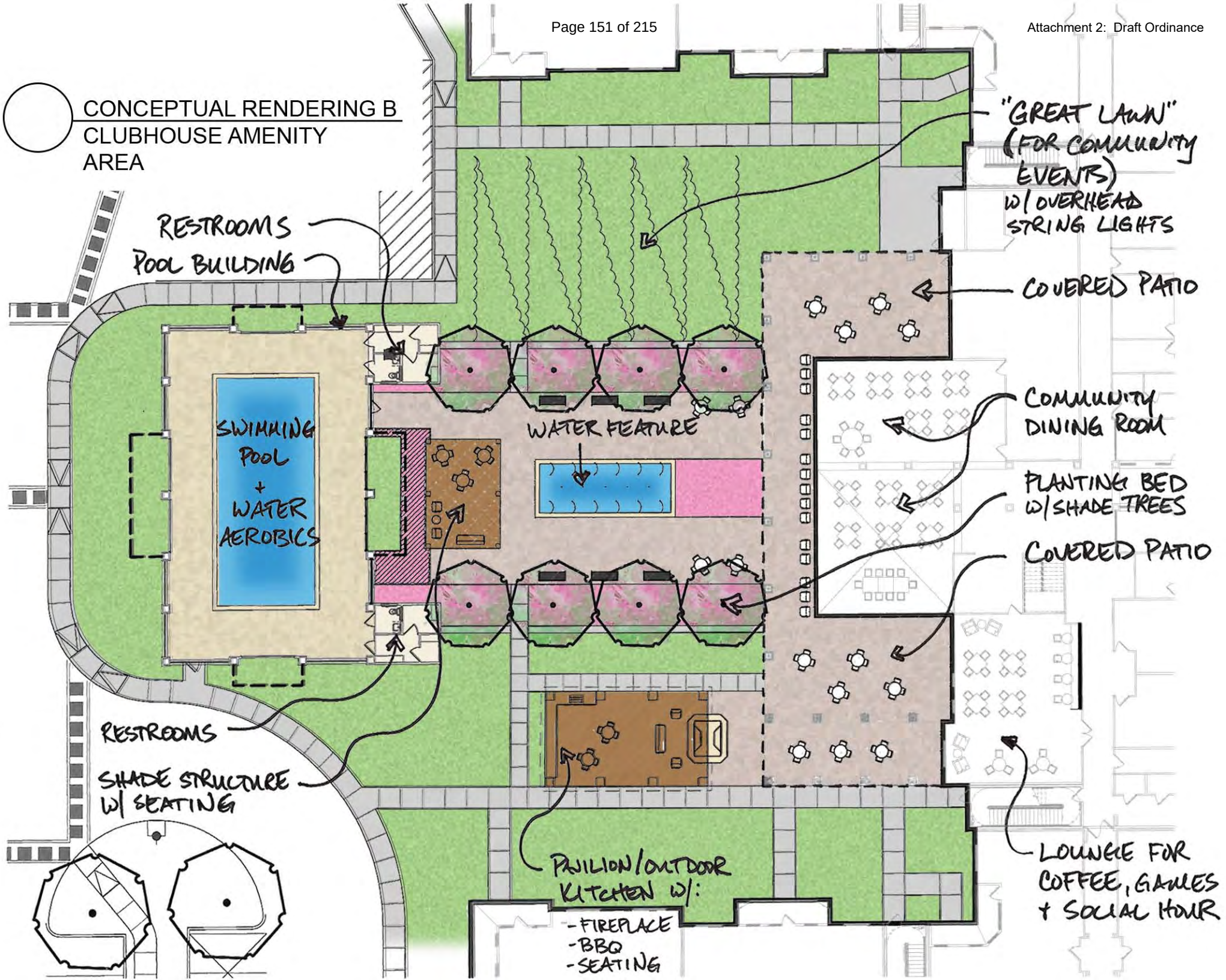
**RENDERING KEY
PLAN**

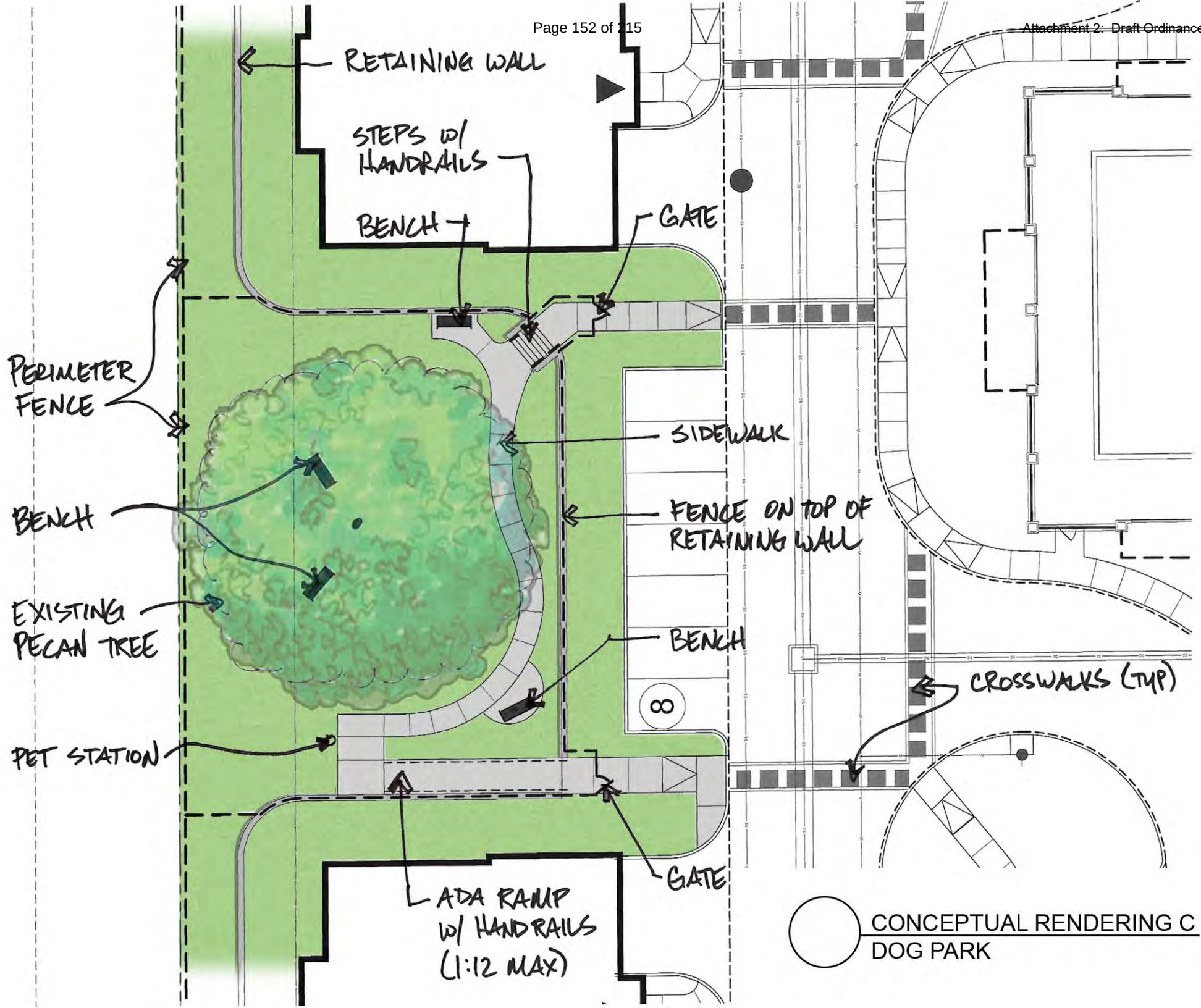
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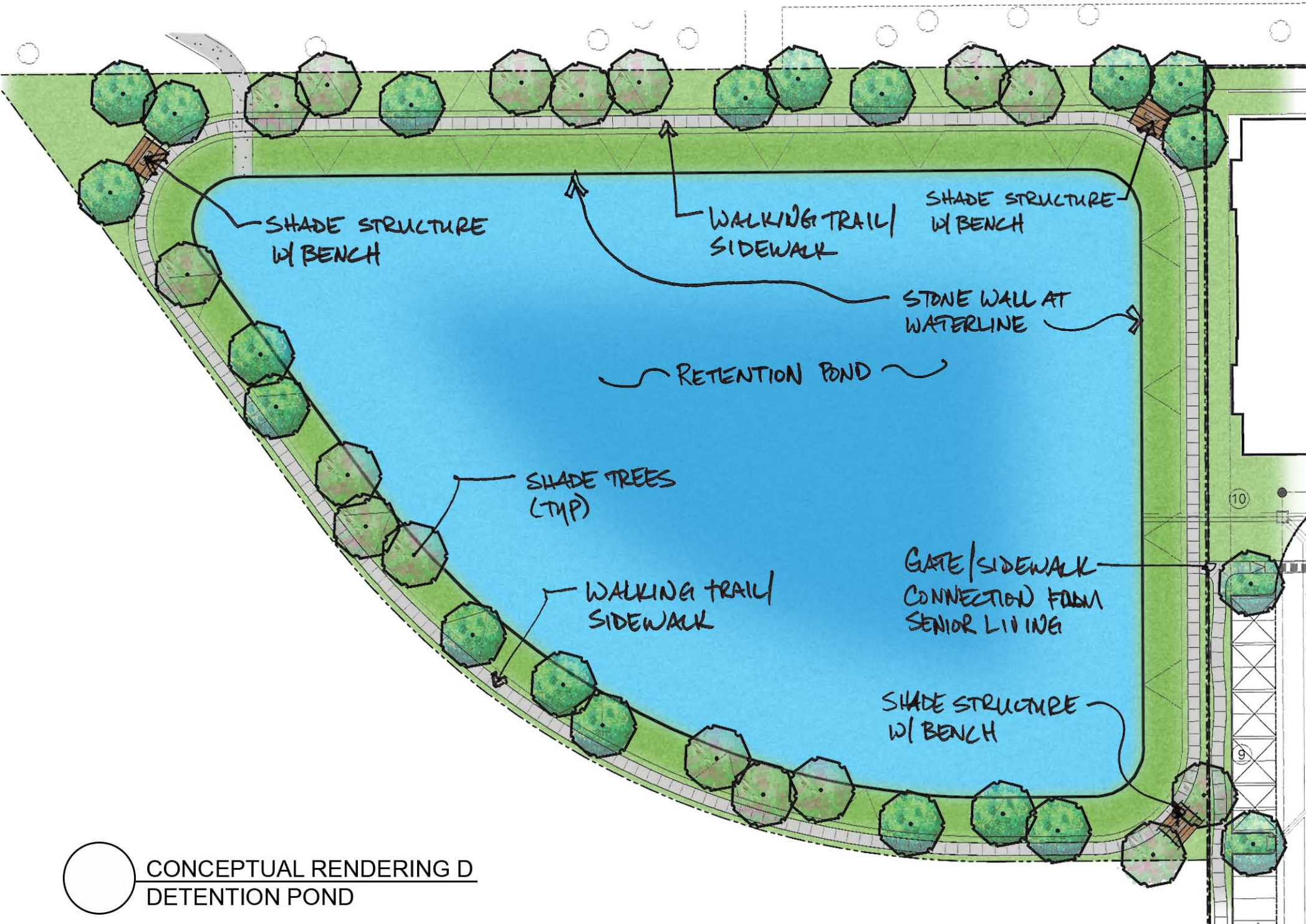


CONCEPTUAL RENDERING B
CLUBHOUSE AMENITY AREA





CONCEPTUAL RENDERING C
DOG PARK



CONCEPTUAL RENDERING D
DETENTION POND

DEVELOPMENT AGREEMENT FOR: Watermere at Flower Mound

THIS DEVELOPMENT AGREEMENT FOR WATERMERE AT FLOWER MOUND ("Agreement") is made and entered into this ____ day of ____, 2019, by and between the Town of Flower Mound, Texas (the "Town"), and RES IHS, LLC, a Texas limited liability company d/b/a Integrated Housing Solutions, LLC ("Developer").

W I T N E S S E T H:

WHEREAS, In January 2017, the Town Council determined there was a need to address the demand for diverse housing options, and on March 6, 2017, the Town Council approved Ordinance 07-17 establishing a senior housing overlay as part of Town's land use plan; and

WHEREAS, the purpose of the senior housing overlay is to encourage high quality, age-restricted, independent housing projects in appropriate locations to address the demand for diverse senior housing options; and

WHEREAS, senior housing is defined as a high-quality retirement or active living residential facility designed for persons 55 years of age or older; and

WHEREAS, the Watermere at Flower Mound Project ("Project") is a senior housing development approved by the Town as depicted as "Tract 2" on the concept plan attached hereto as Exhibit "A" and encompassing approximately 12.30 acres in Flower Mound as described by metes and bounds on Exhibit "B" attached hereto; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the payment of certain fees and construction of certain infrastructure, among other matters; and

WHEREAS, the Town's SMARTGrowth Program requires that certain levels of key public services and infrastructure necessary to serve a new development project be in place before amendments to the Town's zoning ordinances, and approval of any development plan, record plat or site plan may be granted; and

WHEREAS, due to the nature of senior housing, a developer may request reimbursement of the Town's SMARTGrowth fees, and reductions to the Town's parkland dedication and park development fee requirements in order to reinvest those funds into the Project; and

WHEREAS, the Town and Developer desire to address (1) reimbursement of the Town's SMARTGrowth fees, and (2) reduction of parkland dedication and park development fees in order to reinvest these funds into the Project.

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

1. **Project Subject to Town Ordinances**. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and

agreements executed by Developer and Town related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town and/or Developer, as applicable. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer of its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. Reimbursement of SMARTGrowth fees. Pursuant to Ordinance No. 07-17, the Developer has requested a reimbursement of SMARTGrowth fees for the Project.

- a. Upon issuance of a certificate of occupancy for the structure identified as “BUILDING A” on Exhibit “A”, the Town agrees to reimburse the following fees to the Developer:
 - i. \$1,100 for the SMARTGrowth analysis,
 - ii. \$3,000 for the water model analysis, and
 - iii. \$3,000 for the wastewater model analysis.

3. Reduction of the Parkland Dedication Fee and Park Development Fee. Pursuant to Ordinance No. 07-17, the Developer has requested a reduction of the Town’s park land dedication fees, as such fees are referred to in Section 90-445 of the Town’s Code of Ordinances, as amended (the “Park Land Dedication Fees”), and park development fees, as such fees are referred to in Section 90-446 of the Town’s Code of Ordinances, as amended (the “Park Development Fees”, and collectively with the Park Land Dedication Fees, the “Park Fees”) in order to construct amenities for the Project in accordance with the applicable requirements of planned development district 167 (“PD-167”). On August 2, 2018, the Parks Board recommended to the Town Council payment of cash in lieu of land to satisfy park land dedication (i.e., Park Land Dedication Fees) in the amount of \$948,326.40 (\$4,233.60 per unit) and Park Development Fees in the amount of \$310,912.00 (\$1,388 per unit) for a total amount of Park Fees of \$1,259,238.40 (\$5,621.60 total per unit), which totals are based on 224 units to be constructed at the Project. Notwithstanding the above, the Town agrees as follows:

- a. The Town agrees to assess the Park Land Dedication Fees at a reduced rate of forty five percent (45%) of the per unit amount indicated above, and assess the full amount of the per unit Park Development Fee indicated above, for total Park Fees in the amount of Three Thousand Two Hundred Ninety Three Dollars and Twelve cents (\$3,293.12) per unit (\$1,905.12 in Park Land Dedication Fees per unit, plus \$1,388.00 in Park Development Fees per unit). Assuming that 224 units are constructed at the Project, the total Park Fees, as reduced in accordance with this provision, would be Seven Hundred Thirty Seven Thousand Six Hundred Fifty Eight Dollars and Eighty Eight Cents (\$737,658.88).
- b. The total amount representing the reduction in Park Fees (the “Reinvestment Funds”), which based on 224 units, would equal Five Hundred Twenty One Thousand Five Hundred Seventy Nine Dollars and Fifty-Two Cents (\$521,579.52), shall be used to construct the amenities outlined in Section E of the “Development Standards” for PD-167 (the “Amenity List”). Should more or less units be constructed, the total amount of the Reinvestment Funds shall be adjusted based on the per unit calculation set forth in paragraph 3(a) above.
- c. The total Park Fees as calculated in accordance with this Section 3 (which based on 224 units, would be \$737,658.88), shall be paid prior to the issuance of the first building permit for the Project. Should more or less units be constructed, the total amount representing the reduced Park Fees shall be adjusted based on the per unit calculation set forth in

paragraph 3(a) above; provided; however, the total number of units shall not exceed 240 as outlined in PD-167.

- d. Prior to the issuance of a certificate of occupancy for the structure identified as "BUILDING A" on Exhibit "A," the Town shall confirm the amenities identified in the Amenity List have been fully constructed as depicted in PD-167 and to the extent contained in the approved site plan for the Project (and for the avoidance of doubt, Developer is not required to construct amenities in excess of those contemplated by the approved site plan). If the Town reasonably determines the above-described amenities have not been fully constructed as depicted in and required by PD-167 and the approved site plan, the Town will send written notice to the Developer, describing the claimed deficiency with reasonable detail, and the Developer shall have ninety (90) days following receipt of the Town's notice to cure such claimed deficiency. If Developer does not pursue such cure to completion within such 90 day period, the Developer shall pay to the Town the entire amount of the Reinvestment Funds prior to issuance of such certificate of occupancy. The Developer shall not be entitled to a reduction in the amount of Reinvestment Funds due to the Town pursuant to this paragraph 3(d) for partial construction of the above-described amenities.
4. **Off-site Storm Water Retention.** The Project shall meet the Town's minimum drainage standards. A private declaration or similar documentation shall be provided, on or prior to Developer's record plat application for the Project, which provides for maintenance of the off-site retention pond that is required for the development of PD-167. The declaration or other documentation shall also provide for the long-term maintenance responsibility of the off-site retention pond in accordance with the Town's Code of Ordinances.
5. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.
6. **Filing in Denton County Deed Records; Covenant Running with the Land.** This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas, subject to Section 18 of this Agreement below. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest in the Project now or in the future; provided that, upon completion of the amenities described in Section 3(d) above and the detention pond described in Section 4 above, and the written request of Developer to the Town Manager, and so long as the Town Manager and Town Attorney reasonably determine that Developer has fully satisfied such obligations, the Town Manager will execute, in recordable form, an acknowledgement of full completion and full release of this Agreement (and specifically acknowledging that there are no continuing obligations to be performed by any successor of Developer).
7. **Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.
8. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other

single address as either party hereto shall notify the other:

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

If to Developer: RES IHS, LLC d/b/a Integrated Housing Solutions, LLC
3110 W. Southlake Blvd., Suite 120
Southlake, TX 76092
Attention: Paul Milosevich

9. **Attorney's Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the Parties agree that this Agreement is not subject to Subchapter A of Chapter 271 of the Texas Local Government Code.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.
11. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
12. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Project now or in the future, subject to the release provisions of Section 6 above. Without limitation, Developer may assign its rights and obligations under this Agreement to an affiliate of Developer who takes title to the Project.
13. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
14. **Default.** No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than ten (10) days

after written notice of the alleged failure has been given).

- 15. Roughly Proportionate Determination under Texas Law.** Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the specific exactions required by the Town and agreed to by Developer in this Agreement are roughly proportionate to the anticipated impact of the development of the Project in accordance with applicable Town ordinances. Developer hereby waives and releases the Town from any and all liability under §212.904 of the Texas Local Government Code, as amended, with respect to Developer's construction and payment obligations under this Agreement.
- 16. Rough Proportionality Determination under Federal Law.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and chapter 395 of the Texas Local Government Code in regard to its construction and payment obligations under this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of such agreements. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.
- 17. Estoppel Certificates.** From time to time upon written request of Developer to the Town Manager, the Town Manager may execute a written estoppel certificate identifying any obligations of Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Developer is in compliance with its duties and obligations under such agreements.
- 18. Conditions.** Although Developer has not closed its acquisition of the approximately 12.30 acres shown as "Tract 2" on Exhibit "A" attached hereto (the "Land Closing"), the Town desires Developer to execute this Agreement prior to such Land Closing in connection with the Town's process for approving the Project. Accordingly, the Town acknowledges and agrees that this Agreement and all obligations of Developer herein are expressly conditioned upon the occurrence of the Land Closing, and Developer shall not be responsible for any obligation hereunder prior to such Land Closing, and this Agreement shall not be recorded in the deed records of Denton County, Texas unless and until the Land Closing occurs.
- 19. Exhibits.** The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A PD-167 Concept Plan

Exhibit B Metes and Bounds Description of Property in the Town of Flower Mound

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name: Steve Dixon
Mayor, Town of Flower Mound

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Steve Dixon, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

DEVELOPER:

RES IHS, LLC

a Texas limited liability company d/b/a Integrated Housing Solutions, LLC

By: _____

Name: Richard E. Simmons
Manager

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Richard E. Simmons, Manager of RES IHS, LLC, a Texas limited liability company d/b/a Integrated Housing Solutions, LLC, on behalf of said limited liability company.

Notary Public, State of Texas



309 Byers Street, #100
Euless, Texas, 76039
817-685-8448

www.spoonersurveyors.com

*** METES AND BOUNDS DESCRIPTION ***

BEING a 12.3009 acre tract of land located in the Edwin Marsh Survey, Abstract No. 834, Town of Flower Mound, Denton County, Texas, said 12.3009 acre tract of land being a portion of the remainder of a called 96.225 acre tract of land conveyed to **KENNETH G. WHYBURN**, by deed thereof filed for record in Denton County Clerk's Instrument No. 95-67614, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 12.3009 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found (Controlling Monument) on the west property line of the said 96.225 acre tract, same being the northeast lot corner of Lot 1R, Block A, Vista Ridge Church Addition, being an Addition to the said Town and State, according to the plat thereof filed for record in Denton County Clerk's Instrument No. 2013-007, O.P.R.D.C.T., said iron rod found also being at the southeast property corner of a called 1.211 acre tract of land conveyed to the Town of Flower Mound, by deed thereof filed for record in Denton County Clerk's Instrument No. 2005-7559, O.P.R.D.C.T.;

THENCE North 00°21'37" West, along the west property line of the said 96.225 acre tract and along the east property line of the said 1.211 acre tract, a distance of 20.36 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set) at the southwest property corner of a called 1.636 acre tract of land described as "Parcel 2", conveyed to the Town of Flower Mound, by deed thereof filed for record in Denton County Clerk's Instrument No. 201067687, O.P.R.D.C.T.;

THENCE South 89°44'26" East, along the south property line of the said 1.636 acre tract, said south property line also being the existing south right-of-way line of Dixon Lane (being a variable width right-of-way, a portion of said right-of-way being conveyed to the Town of Flower Mound, by the deeds thereof filed for record in Denton County Clerk's Instrument No's. 2005-7559 and 201067687, O.P.R.D.C.T.), a distance of 634.34 feet to an iron rod set at the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 89°44'26" East, continuing along the said existing south right-of-way line, a distance of 60.00 feet to an iron rod set at the northeast property corner of the herein described tract of land;

THENCE departing the said existing south right-of-way line, over and across the said 96.225 acre tract of land the following courses and distances:

South 00°21'37" East, a distance of 86.57 feet to an iron rod set at the beginning of a tangent curve to the right having a radius of 670.00 feet;

Along said curve to the right, an arc length of 116.94 feet, and across a chord which bears South 04°38'23" West, a chord length of 116.79 feet to an iron rod set;

South 09°38'23" West, a distance of 113.36 feet to an iron rod set at the beginning of a tangent curve to the left having a radius of 610.00 feet;

Along said curve to the left, an arc length of 106.47 feet, and across a chord which bears South 04°38'23" West, a chord length of 106.33 feet to an iron rod set;



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Eules, Texas, 76039
817-685-8448

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CONTINUED

South 00°21'37" East, a distance of 607.60 feet to an iron rod set at the southeast property corner of the herein described tract;

South 89°38'23" West, a distance of 655.17 feet to an iron rod set on the west property line of the said 96.225 acre tract, same being the east lot line of the aforesaid Lot 1R, from which a 1/2 inch iron rod with a cap stamped "G&A CONSULT" found (Controlling Monument) at the southeast lot corner of said Lot 1R bears South 00°21'37" East, a distance of 590.58 feet;

THENCE North 00°21'37" West, along the said west property line of the 96.225 acre tract and along the said east lot line, a distance of 793.74 feet to an iron rod set at the most westerly northwest property corner of the herein described tract, from said corner the said northeast lot corner of Lot 1R, Block A, Vista Ridge Church Addition bears North 00°21'37" West 221.49 feet;

THENCE departing the said property line and the said lot line, over and across the said 96.225 acre tract the following courses and distances:

North 89°38'23" East, a distance of 617.66 feet to an iron rod set;

North 09°38'23" East, a distance of 42.49 feet to an iron rod set at the beginning of a tangent curve to the left having a radius of 610.00 feet;

Along said curve to the left, an arc length of 106.47 feet, and across a chord which bears North 04°38'23" East, a chord length of 106.33 feet;

North 00°21'37" West, a distance of 87.22 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **12.3009 acres (535,826 square feet)** of land, more or less.



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: February 18, 2019

FROM: Andy Kancel, Chief of Police *AK*

ITEM: The second of two Public Hearings to review Chapter 50, Article III, "Offenses regarding Minors," Division 2, "Curfew" and to consider adopting an ordinance continuing the current Juvenile Curfew Ordinance in effect.

BACKGROUND INFORMATION: A review of the Town Ordinance involving the curfew hours for minors has been completed and it has been determined by staff that there are no amendments needed to continue the ordinance that will allow enforcement action to be taken during the stated curfew hours.

Chapter 370, Section 370.002 of the Texas Local Government Code requires the governing body to abolish, continue or modify the ordinance every three years.

After reviewing all available information regarding crimes, juvenile involvement and curfew violations, it is recommended that no changes to the Code be made.

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. Ordinance

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

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. 12

REGULAR ITEM

DATE: February 18, 2019

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider a request for an exception to Section 90-423, "Underground utilities," of the Code of Ordinances to permit a guy-wire to remain outside of the ROW to provide overhead power service along Long Prairie Road for the Lakeside Crossing development (MISC19-0001).**

BACKGROUND INFORMATION: The developer of Lakeside Crossing is requesting an exception to the Code of Ordinances to allow one power pole guy wire to be installed from TxDOT ROW onto private property. The guy wire is located near the northeast corner of the property (See Attachment 3).

Section 90-423 of the Code of Ordinances states that all existing overhead utilities, save and except certain transmission facilities and all new utility extensions shall be placed underground in conjunction with the development or redevelopment of a property, subject to certain provisions (See Attachment 1). Exceptions to the standards contained in this section may be granted by the Town Council subsequent to a public hearing scheduled upon request of the owner or developer.

According to the applicant's letter of intent, all other onsite overhead power lines are planned to be lowered and re-installed underground with the exception of the above referenced guy wire. The guy wire will cross out of the right-of-way onto private property, therefore an exception is required. Please refer to the Applicant's Letter of Intent for additional information (Attachment 2).

ATTACHMENTS:

1. Section 90-423 of the Code of Ordinances
2. Letter of Intent
3. Overhead Power Exhibits
4. Oncor Correspondence
5. Site Map

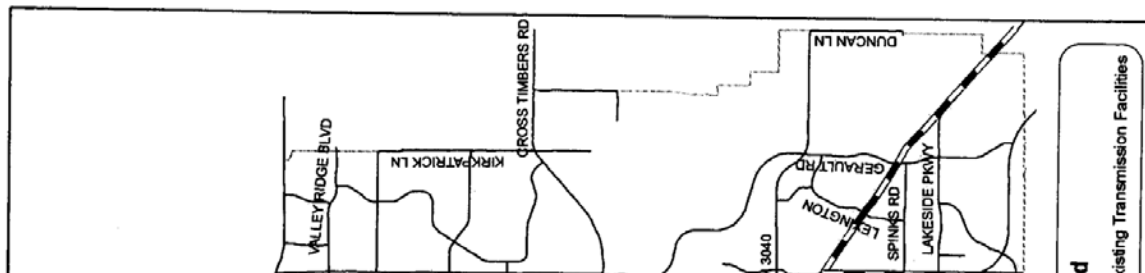
DRAFT MOTION: Move to approve as presented in the agenda caption.

ec. 90-423. - Underground utilities.

All existing overhead utilities, save and except transmission facilities identified herein below, and all new utility extensions shall be placed underground in conjunction with the development or redevelopment of a property, subject to the following provisions:

- (1) Each of the utility companies shall be responsible for developing administrative policies and cost reimbursement procedures for the installation and extension of their underground utilities. Nothing in this section shall prohibit or restrict any utility company from recovering the difference in cost of overhead facilities and underground facilities in accordance with the provisions of such utility company's approved tariff. No utility company shall be required to begin construction of underground facilities unless and until the customer, owner, developer and/or party requesting such facilities has made arrangements satisfactory to the specific utility company for the payment of such difference between the cost of overhead utilities and underground facilities.
- (2) All electrical, telephone, data transmission, and cable television support equipment (transformers, amplifiers, switching devices, etc.) necessary for underground installation shall be pedestal- and/or pad-mounted or placed underground, and the difference in cost of such facilities shall be paid to the installing utility in accordance with provisions established in subsection (a)(1).
- (3) In those cases where temporary overhead service is necessary (e.g., emergency repairs, construction field offices, etc.) these installations shall not be in service for a period exceeding six months.
- (4) Transmission facilities as indicated in exhibit A are not required to be placed underground upon the development or redevelopment of the properties containing such facilities.
- (5) Exceptions to the standards contained in this section may be granted by the town council subsequent to a public hearing scheduled upon request of the owner or developer.

(Code 1989, ch. 12, § 4.11; Ord. No. 93-05, § 2, 12-5-2005)



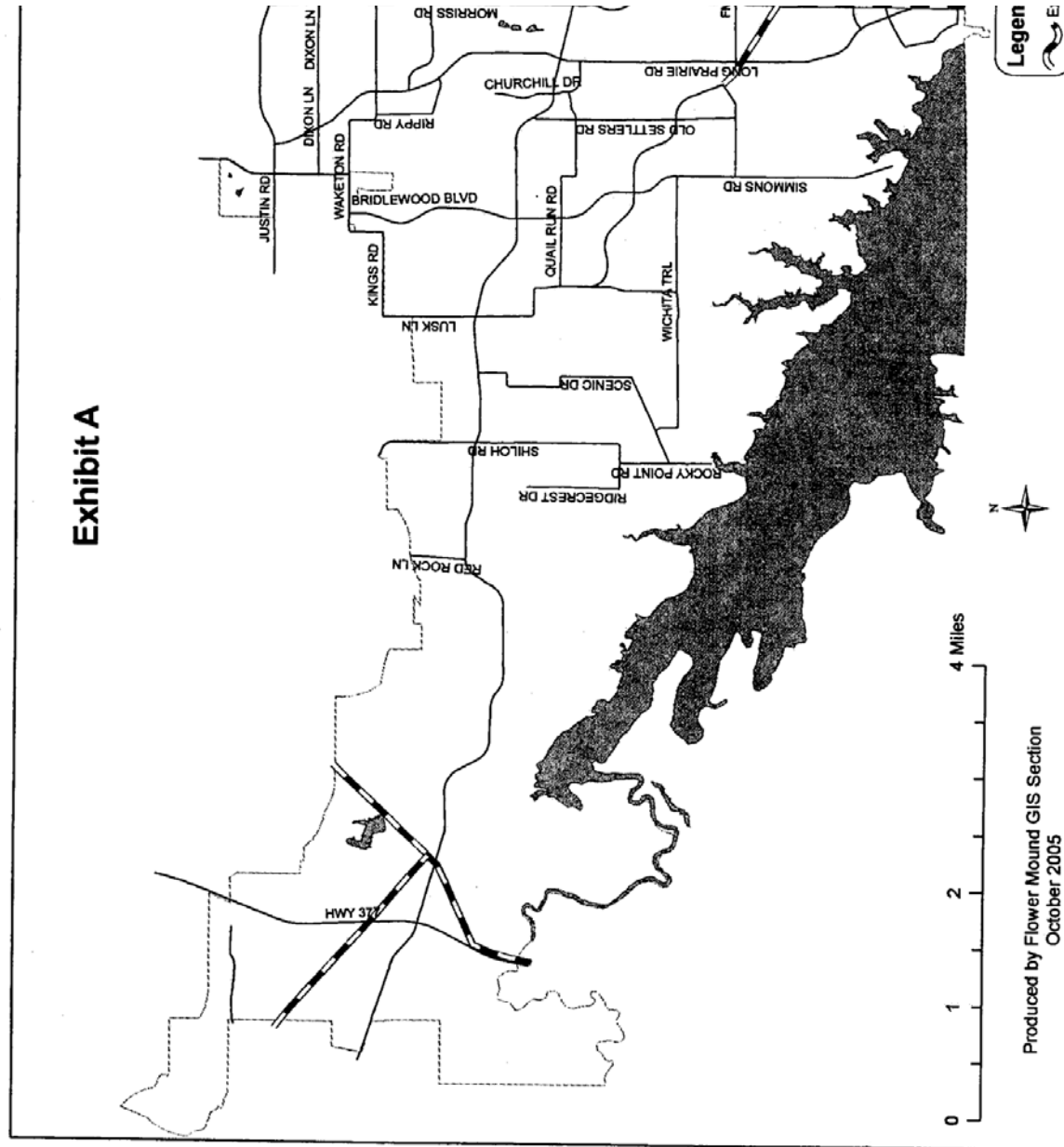


Exhibit A



EXCEPTION REQUEST > LAKESIDE CROSSING

February 8, 2019

Mrs. Poornima Kashyap
Senior Planner
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

RE: Lakeside Crossing Guy Wire -

Dear Poornima:

Please accept this letter, on behalf of our client, as an explanation of the proposed application. We are submitting, for an exception to allow a power pole guy wire to be installed from TxDOT ROW onto private property.

There are numerous overhead power lines adjacent to and within the Lakeside Crossing project, owned by both Oncor and CoServ. All onsite overhead power lines are planned to be lowered and re-installed underground. Our request is not to eliminate the requirement of burying these lines, the developer still intends to do so. The request deals with a single Oncor power pole at the NE corner of the property.

The power pole is currently ~3.4' outside of TxDOT ROW, but is intended to be relocated within TxDOT ROW. To the west of this pole, overhead power lines will be buried throughout the development. To the east, the overhead lines will cross FM 2499 and continue service to other Flower Mound properties. Our request is to relocate this pole into TxDOT ROW and allow it to be the transition point between the remaining overhead lines crossing FM 2499 and the buried lines within the project. In order to do this the Oncor must install a guy wire to stabilize the pole due to the removal of the overhead lines to the west. The guy wire will cross out of the right-of-way onto private property, therefore an exception is required.

There are three options available to the development, the first is to completely bury the overhead lines crossing FM 2499, second is to allow the installation of a guy wire onto the relocated power pole, the third is to relocate the existing power pole with a steel pole.

Option 1 – Bury all overhead power.

This option requires FM 2499 to be bored. It is our understanding that a similar bore, conducted by CoServ just north of this location, ran into issues. Due to some obstructions that could not be worked around under FM 2499, that bore ended up being over 20-feet deep. This, of course, became an extremely expensive endeavor. Our understanding is that the bore had to be performed at least twice to get below the obstruction that was blocking the bore path under the roadway.



We have been in contact with Oncor regarding the costs associated with completely burying the overhead. Oncor anticipates the cost to be in the neighborhood of \$250,000. Exact numbers cannot be determined until the project is bid.

Option 2 – Install a guy wire onto the relocated power pole – this is the Preferred Option

This option allows the power lines crossing FM 2499 to remain. The guy wire would be installed to re-establish the integrity of the power pole, since all of the counter balance to the west is being removed. The guy wire needs to be installed in the opposite direction of the remaining overhead lines, this creates the stability at the power pole and with the overhead line. Oncor could not install the guy wire parallel to the ROW line for instance, this would not create the stability needed to counter the forces created by the remaining overhead power lines. In our correspondence with Oncor they have indicated that the guy wire would extend a minimum of 20' from the power pole.

We questioned whether or not the power pole could be relocated further within the TxDOT ROW to allow room for the guy wire to remain completely within the ROW. TxDOT does allow overhead power within their ROW, only if it is installed within the last 3-feet of the ROW width. This does not allow adequate room for the guy wire installation.

Option 3 – Replace the existing pole with a steel pole

Steel poles have a 6-foot diameter base, and are therefore much more visible. If a steel pole is desired, the 6-foot width does not fit within the allowed area describe above within TxDOT ROW. At least 3-feet of the steel power pole would need to be installed outside of ROW, which would also require an exception to Town code.

Our request is to allow a guy wire to be installed on the relocated pole. All onsite overhead power will be buried with the development of the project.

Please feel free to contact me if you have any questions or comments regarding this submittal.

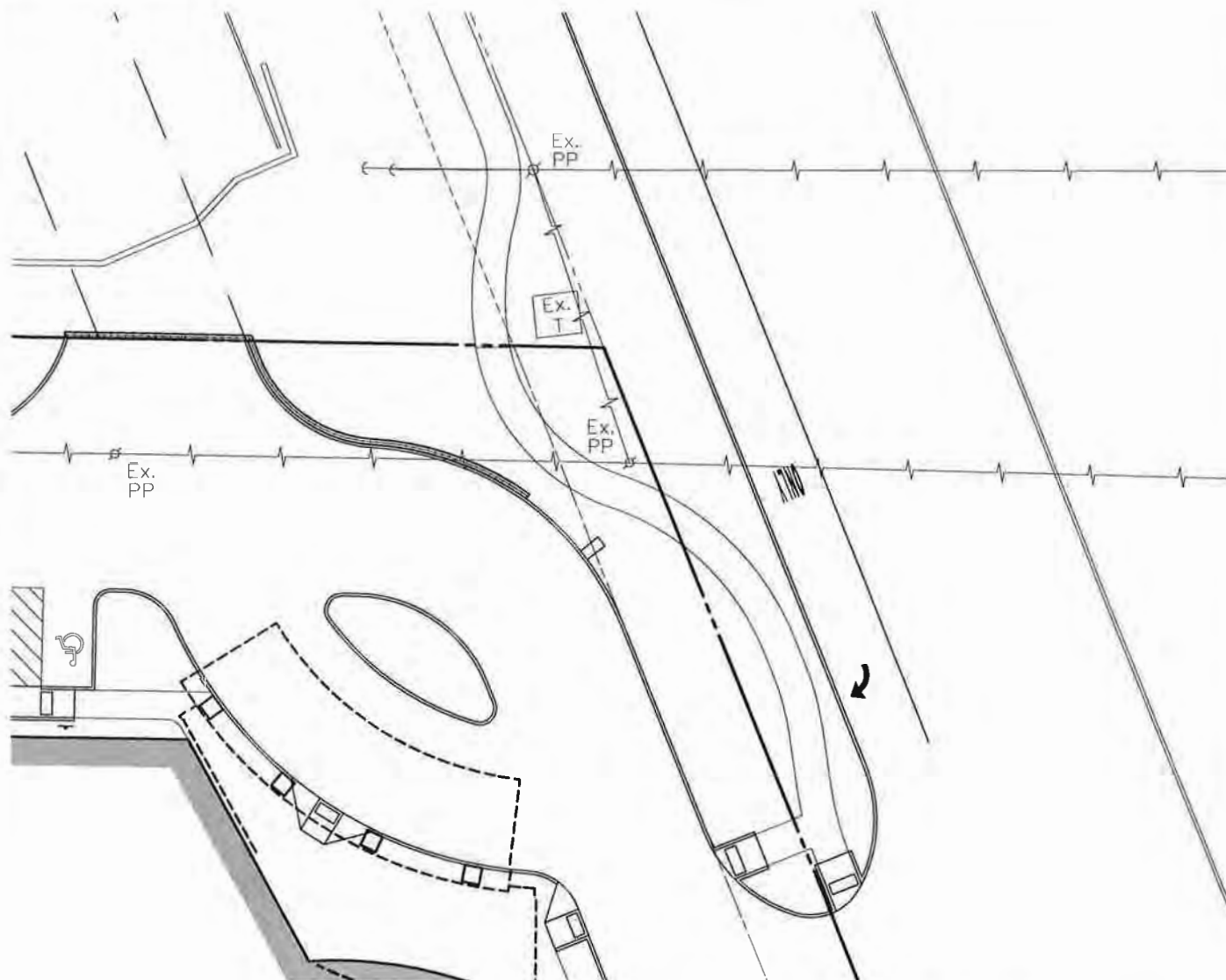
Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott Minnis', is written over a blue horizontal line.

Scott Minnis, E.I.T.

Project Manager, Engineering

cc. Mr. Robert J. Dollak, Jr, P.E.
Mr. Troy Lewis, Newstream Commercial



EXISTING OVERHEAD POWER EXHIBIT

Lot 1, Block A

LAKESIDE CROSSING

12.00 Acres

in the

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS



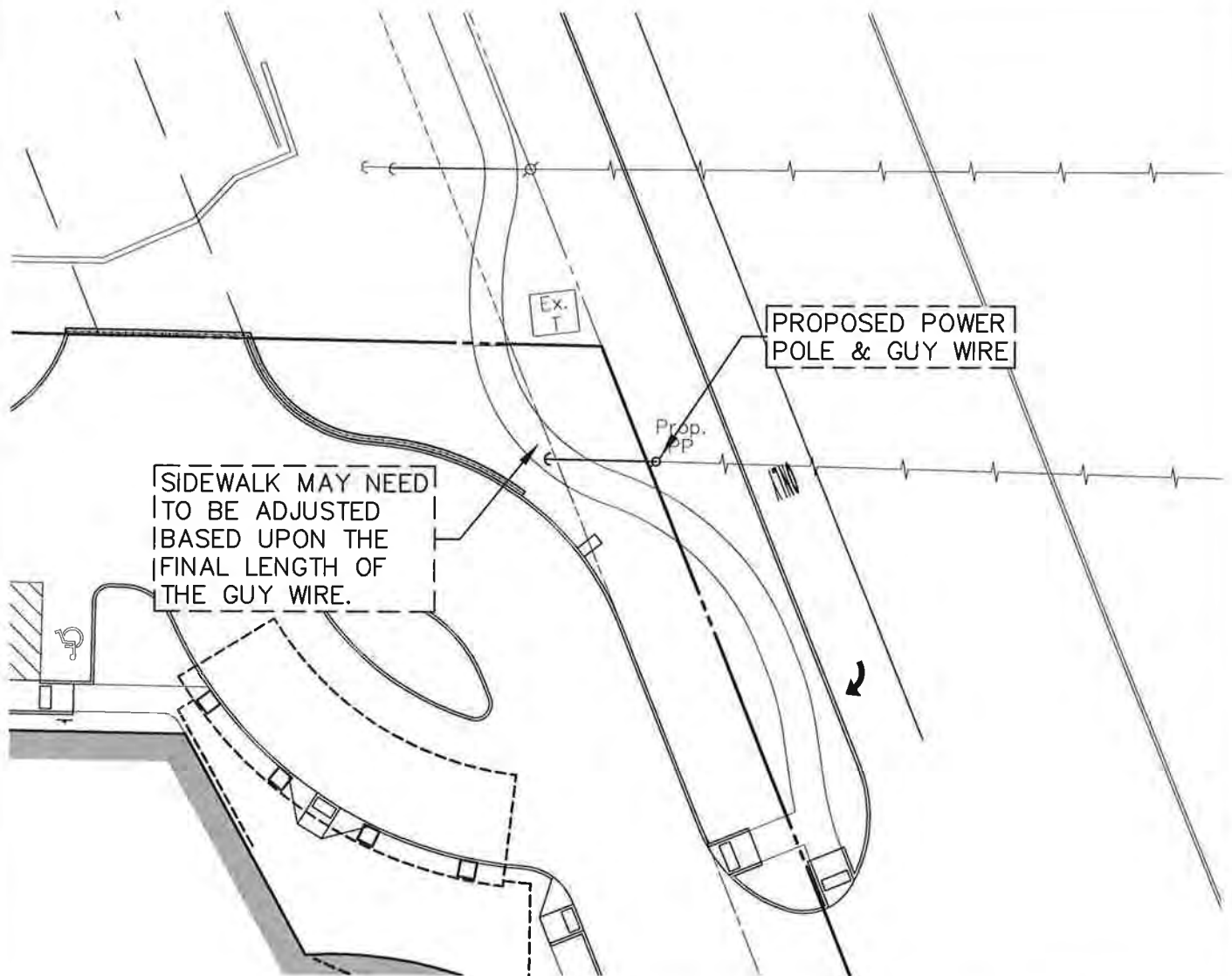
The John R. McAdams
Company, Inc.
(DBA, G&A | McAdams)

111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

TBPE: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: SM DATE: 2/7/2019 SCALE: 1" = 30' JOB. NO. **17026**



PROPOSED OVERHEAD POWER EXHIBIT

Lot 1, Block A

LAKE SIDE CROSSING

12.00 Acres

in the

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS



MCADAMS

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DRAWN BY: SM DATE: 2/7/2019 SCALE: 1" = 30' JOB. NO. **17026**

Minnis, Scott

From: Durham, Robert <Robert.Durham@oncor.com>
Sent: Thursday, February 07, 2019 7:49 AM
To: Minnis, Scott
Subject: RE: Lakeside Crossing Overhead Power

Yes that is a "ball park" number to completely bury the overhead on that lot. Here is a high level of the scope of work to do this. Install a pole and anchor on the east side of the road in the existing line, bore under FM2499 a TX DOT controlled road (this will be in steel casing), install two switchgears, open cut a ditch from the east side of lot to the west end of the lot, install new cable, parallel the new line with the old, then remove the existing OH that is on said lot.

If we can install a new pole on the west side of FM2499 with down guys, then the cost can will go down about \$100K-\$125K. Please keep in mind that to do this Oncor will need an easement for the down guys. To eliminate the down guys and use a steel pole the cost would go back up, an easement will still be needed as the base for this type of construction has a 6' diameter and ALL OVERHEAD UTILITIES, can only utilize the first 3' of TX DOT ROW. Also this type of pole has a lead time of 6 months. Speaking of easements any facilities on said property will be in an easement. If you have any questions feel free to call me at the number below. Thanks Robert

Robert Durham
New Construction Manager
Oncor | New Construction Managment
2505 S. HWY 287
Decatur, TX. 76234

Cell: 940-445-4480
robert.durham@oncor.com

Oncor.com

From: Minnis, Scott [mailto:sminnis@mcadamsco.com]
Sent: Wednesday, February 06, 2019 3:33 PM
To: Durham, Robert
Subject: Lakeside Crossing Overhead Power

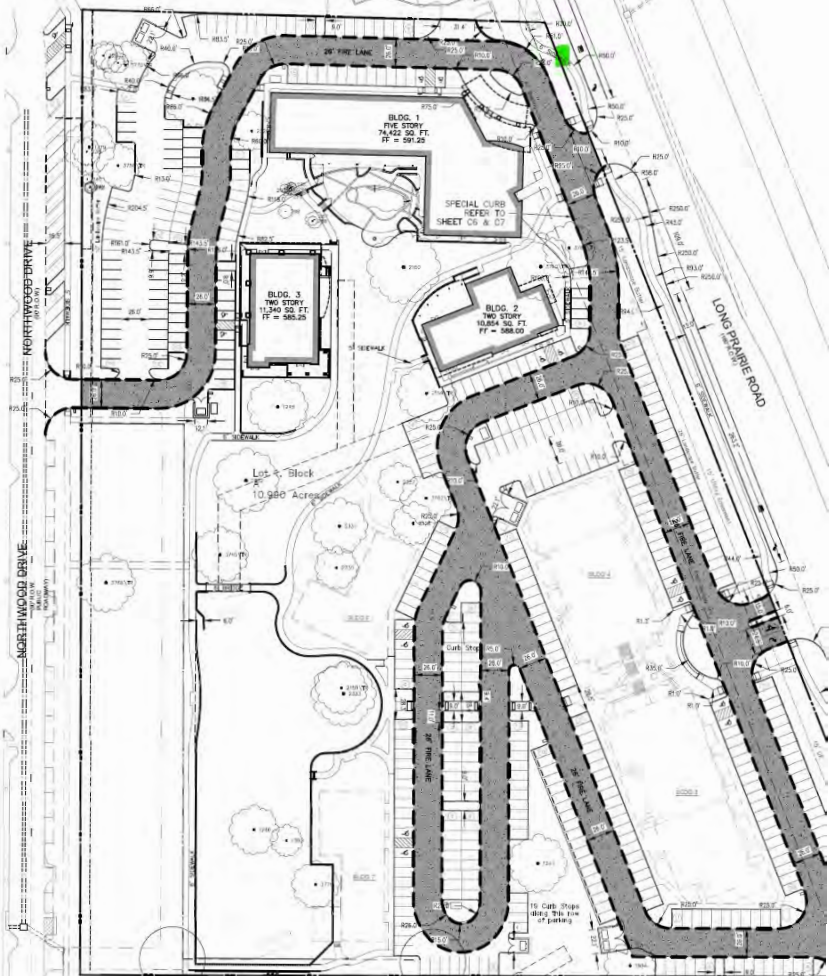
Robert,

Thanks for talking with me this afternoon. Per our conversation, to completely bury the power line, the costs would be in the neighborhood of \$250,000. Please confirm that cost and add any additional information you can.

Thanks for your help.

Scott Minnis, EIT | Project Manager

G&A | McAdams
111 Hillside Drive, Lewisville, TX 75057
office 972.436.9712 x624 | direct 469.312.0581 | mobile 972.989.7232 | sminnis@mcadamsco.com
[linkedin](#) | [twitter](#) | [instagram](#) | [join our team](#)





TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: February 18, 2019

FROM: Debra Wallace, Deputy Town Manager/CFO *DW*

ITEM: Consider approval of a Professional Services Agreement for design services for the restoration of the Gibson Grant Log Cabin Phase I with McCoy Collaborative Preservation Architecture, PLLC., for \$88,020 and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: In March 2018, the Town Council approved the Master Plan for the Gibson Grant Log Cabin Site. It was submitted to the Texas Historical Commission (THC) in July 2018. In September 2018, The Capital Improvement Project (CIP) budget was approved to include the project as a phased project. The phases are:

- Phase I - Structural and exterior modifications, as well as the roof replacement \$507,000
- Phase II - Site improvements \$307,000
- Phase III - Interior modifications, mechanical, electrical and plumbing and restroom building \$710,000

The hope is with the Town funding Phase I that it would spur private donors as well as give us time to work with Denton County and the Cabin Committee to find grant opportunities for the next two phases. The professional services agreement for Phase I includes structural, roof replacement, removal of some of the additions, restoration of historical siding, paint analysis and related design. The exterior improvements/restoration are considered most urgent due to the need to secure the building from the elements. This phase will make the building watertight, safe and aesthetically appealing on the outside.

BOARD REVIEW/CITIZEN FEEDBACK: Peggy Riddle, Denton County Director- Office of History and Culture, reviewed the professional services agreement.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$88,020

Proposed Expenditure/(Revenue):

\$88,020

Account Number(s):

533-111-90763

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

LEGAL REVIEW: The AIA document was approved by Alicia Kreh with Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Professional Services Agreement

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

AIA® Document B101™ – 2017
Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18th day of February in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 Telephone Number: (972) 874-6000

and the Architect:
(Name, legal status, address and other information)

McCoy Collaborative Preservation Architecture, PLLC
 3200 Main Street, Unit #3.6
 Dallas, Texas 75226
 Telephone Number: (214) 977-9118

for the following Project:
(Name, location and detailed description)

Gibson-Grant Log House Exterior Renovation
 4801 Quail Run Street
 Flower Mound, Texas 75022

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1 and as described in Exhibit A.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program as described in Gibson-Grant Log House Master Plan dated, July 23, 2018.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Gibson-Grant Log House is located in the town of Flower Mound on 1.03 acres of land at the intersection of Flower Mound Road and Quail Run. The house is situated on the highest portion of the site. Over 157 years the log house was encapsulated with additions. The intent of this project is to restore the exterior to the 1890-1925 period by removing some of the additions and will result in a one-story, 950 square foot, 6 room house museum.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Cost of work is estimated at approximately \$507,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The schedule will be developed with the Owner.

Anticipated milestones:

Schematic Design	2 months
Design Development	2 months
Construction Documents	3 months
Procurement Phase	3 months

(Paragraphs deleted)

Construction Phase 7 months

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

It is understood that the Owner will utilize the Competitive Sealed Proposal project delivery method.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable.

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound TX 75028

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Not Applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

(Paragraphs deleted)

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Init.

- .1 Hazardous Materials Specialist
- .2 Archaeology

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Nancy McCoy, FAIA, FAPT
McCoy Collaborative Preservation Architecture, PLLC
3200 Main Street, Unit# 3.6
Dallas, Texas 75226
E-mail: nancy@mccoycollaborative.com
Telephone Number: (214) 977-9118 ext.7002

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

JQ Infrastructure
100 Glass Street
Dallas, Texas 75207
Telephone Number: (214) 623-5801

- .2 Mechanical Engineer:

Not Applicable

- .3 Electrical Engineer:

Not Applicable

§ 1.1.11.2 Consultants retained under Supplemental Services:

Stashka Starr, Historic Paint Specialist
Marcela Abadi, Accessibility Specialist

§ 1.1.12 Other Initial Information on which the Agreement is based:

Gibson-Grant Log House Historic Structures Report and Master Plan dated July 23, 2018.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

Init.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation:	Statutory amounts
Professional Liability:	
Architect	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate
Architect's Consultants	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00 each person
Automobile Liability	\$1,000,000.00 combined single limit

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policies are issued. In addition, the company must be acceptable to the Owner. The Owner's Representative may contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional insured status and shall be subject to the Owner's reasonable

Init.

approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 The Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall perform additional site investigations per Exhibit A in lieu of a traditional Schematic Design Phase.

Init.

(Paragraphs deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Procurement Documents to prospective bidders;
- .2 attending and participating in a pre-bid conference for prospective proposers;

Init.

- .3 preparing responses to questions from prospective proposers and providing clarifications and interpretations of the Bidding Documents to the prospective proposers in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

(Paragraphs deleted)

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in review of Competitive Sealed Proposals;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known

deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions, after consultation with Owner, on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review

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shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services outlined in Exhibit A McCoy Collaborative Scope of Work, but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

(Table deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

A Historic Finishes Analysis shall include taking samples of painted finishes on building exterior, laboratory and in-site analysis, documentation of findings and proposed colors with samples.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

- applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner determines that all or parts of those services are not required, the Owner shall give prompt notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for the services.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Five (5) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to

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modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the

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Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations

purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

(Paragraphs deleted)

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services

performed prior to termination, together with Reimbursable Expenses then due.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The parties acknowledge Owner is subject to the Texas

Init.

Public Information Act, Texas Government Code Chapter 552. Notwithstanding any provision of this Agreement to the contrary, disclosure required by the Texas Public Information Act, an order of a court of competent jurisdiction, or an opinion of the Attorney General of Texas pursuant to a request under the Texas Public Information Act will not be considered a breach of section 10.8 or any other provision of this Agreement.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Basic Services - \$73,620.00
Paint Analysis - \$8,000.00
Public Meeting and Renderings - \$4,300.00

(Paragraphs deleted)

ADA/TAS Review - \$2,100.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable. Refer to 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit B McCoy Collaborative Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not Applicable

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	eight	percent (	8	%)
Design Development Phase	twenty-three	percent (	23	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	four	percent (	4	%)
Construction Phase	thirty	percent (	30	%)

Init.

Total Basic Compensation	one hundred	percent (	100	%)
--------------------------	-------------	-----------	-----	----

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit B McCoy Collaborative Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

Init.

§ 11.10 Payments to the Architect**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

zero % 0

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

There are no special terms and conditions.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A, McCoy Collaborative Scope of Work

Exhibit B, McCoy Collaborative Hourly Rates

Exhibit C, McCoy Collaborative Certificate of Insurance

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Not Applicable

Init.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Steve Dixon, Mayor

(Printed name and title)



ARCHITECT *(Signature)*

Nancy McCoy, FAIA, FAPT Partner

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:06:38 ET on 02/11/2019.

PAGE 1

AGREEMENT made as of the 18th day of February in the year 2019

...

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
Telephone Number: (972) 874-6000

...

McCoy Collaborative Preservation Architecture, PLLC
3200 Main Street, Unit #3.6
Dallas, Texas 75226
Telephone Number: (214) 977-9118

...

Gibson-Grant Log House Exterior Renovation
4801 Quail Run Street
Flower Mound, Texas 75022

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 4-I.1.1 and as described in Exhibit A.

...

Program as described in Gibson-Grant Log House Master Plan dated, July 23, 2018.

...

The Gibson-Grant Log House is located in the town of Flower Mound on 1.03 acres of land at the intersection of Flower Mound Road and Quail Run. The house is situated on the highest portion of the site. Over 157 years the log house was encapsulated with additions. The intent of this project is to restore the exterior to the 1890-1925 period by removing some of the additions and will result in a one-story, 950 square foot, 6 room house museum.

...

Cost of work is estimated at approximately \$507,000.

PAGE 3

The schedule will be developed with the Owner.

~~.2 Construction commencement date: Anticipated milestones:~~

Schematic Design 2 months

Design Development 2 months

Construction Documents 3 months

~~.3 Substantial Completion date or dates:~~ Procurement Phase 3 months~~.4 Other milestone dates:~~

Construction Phase 7 months

...

It is understood that the Owner will utilize the Competitive Sealed Proposal project delivery method.

...

Not Applicable.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound TX 75028

...

Not Applicable.

...

~~.2 Civil Engineer:~~

PAGE 4

~~.1 Hazardous Materials Specialist~~~~.2 Archaeology~~

...

Nancy McCoy, FAIA, FAPT
McCoy Collaborative Preservation Architecture, PLLC

3200 Main Street, Unit# 3.6
 Dallas, Texas 75226
 E-mail: nancy@mccoycollaborative.com
 Telephone Number: (214) 977-9118 ext.7002

...

JQ Infrastructure
 100 Glass Street
 Dallas, Texas 75207
 Telephone Number: (214) 623-5801

...

Not Applicable

...

Not Applicable

...

Stashka Starr, Historic Paint Specialist
Marcela Abadi, Accessibility Specialist

...

Gibson-Grant Log House Historic Structures Report and Master Plan dated July 23, 2018.

PAGE 5

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

<u>Worker's Compensation:</u>	<u>Statutory amounts</u>
<u>Professional Liability:</u>	
Architect	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate
Architect's Consultants	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.
<u>Commercial General Liability:</u>	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00 each person
Automobile Liability	\$1,000,000.00 combined single limit

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policies are issued. In addition, the company must be acceptable to the Owner. The Owner's Representative may contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of

the endorsement being utilized to effect the additional insured status and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 The Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than — (\$ —) for each occurrence and — (\$ —) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than — (\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than — (\$ —) each accident, — (\$ —) each employee, and — (\$ —) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

PAGE 6

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services, perform additional site investigations per Exhibit A in lieu of a traditional Schematic Design Phase.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

PAGE 7

§ 3.3.2 The Architect shall ~~update the submit to the Owner an~~ estimate of the Cost of the Work prepared in accordance with Section 6.3.

...

3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Procurement Documents to prospective bidders;
- .2 attending and participating in a pre-bid conference for prospective proposers;
- .3 preparing responses to questions from prospective proposers and providing clarifications and interpretations of the Bidding Documents to the prospective proposers in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

PAGE 8

- .2 organizing and participating in selection interviews with prospective contractors; review of Competitive Sealed Proposals;

PAGE 9

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's ~~decisions~~ decisions, after consultation with Owner, on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

PAGE 11

§ 4.1.1 The services listed below are not included in Basic Services outlined in Exhibit A McCoy Collaborative Scope of Work, but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	

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User Notes:

(1249002097)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

...

A Historic Finishes Analysis shall include taking samples of painted finishes on building exterior, laboratory and in-site analysis, documentation of findings and proposed colors with samples.

...

Not Applicable

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. ~~If, upon receipt of the Architect's notice, the~~ If the Owner determines that all or parts of the those services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice. notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for the services.

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Five (5) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

☒ Litigation in a court of competent jurisdiction

PAGE 17

~~**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1 — Termination Fee:

2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The parties acknowledge Owner is subject to the Texas Public Information Act, Texas Government Code Chapter 552. Notwithstanding any provision of this Agreement to the contrary, disclosure required by the Texas Public Information Act, an order of a court of competent jurisdiction, or an opinion of the Attorney General of Texas pursuant to a request under the Texas Public Information Act will not be considered a breach of section 10.8 or any other provision of this Agreement.

PAGE 19

Basic Services - \$73,620.00

Paint Analysis - \$8,000.00

~~2~~Percentage Basis Public Meeting and Renderings - \$4,300.00

(Insert percentage value)

— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 — Other

(Describe the method of compensation)

ADA/TAS Review - \$2,100.00

...

Not Applicable. Refer to 11.1

...

See Exhibit B McCoy Collaborative Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

Not Applicable

...

Schematic Design Phase	<u>eight</u>	percent (	<u>8</u>	%)
Design Development Phase	<u>twenty-three</u>	percent (	<u>23</u>	%)
Construction Documents Phase	<u>thirty-five</u>	percent (	<u>35</u>	%)
Procurement Phase	<u>four</u>	percent (	<u>4</u>	%)
Construction Phase	<u>thirty</u>	percent (	<u>30</u>	%)

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See Exhibit B McCoy Collaborative Hourly Rates

Employee or Category

Rate (\$0.00)

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

Not Applicable

PAGE 21

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

zero % 0

...

There are no special terms and conditions.

...

~~2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~— (Insert the date of the E203-2013 incorporated into this agreement.)~~

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A, McCoy Collaborative Scope of Work

Exhibit B, McCoy Collaborative Hourly Rates

Exhibit C, McCoy Collaborative Certificate of Insurance

...

Not Applicable

PAGE 22

Steve Dixon, Mayor

Nancy McCoy, FAIA, FAPT Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:06:38 ET on 02/11/2019 under Order No. 1269275319 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Partner
(Title)

02.11.2019
(Dated)



February 18, 2019

EXHIBIT "A"
SCOPE OF SERVICES
GIBSON-GRANT LOG HOUSE EXTERIOR RENOVATION
ARCHITECTURAL/PRESERVATION SERVICES AND STRUCTURAL SERVICES

1.0 SERVICES

The following professional services are included:

- a. Architectural Services
- b. Structural Engineering services
- c. Paint analysis, and wood species testing services

1.1 Schematic Design Phase Services (SD)

- 1.1.1 One meeting - Project start up meeting to review recommendations in Master Plan and Historic Structures Report, project coordination and project schedule.
- 1.1.2 Additional Site Investigations.
 - 1.1.2.1 Complete wood species testing on log house siding and trim to identify species and prepare summary report.
 - 1.1.2.2 Structural assessment and prepare summary report with recommendations.

1.2 Design Development Phase Services (DD)

- 1.2.1 Submit 100% DD drawings and specifications electronically as a PDF for review to Owner.

1.3 Construction Documents Phase Services (CD)

- 1.3.1 Submit 95% CD drawings and project manual, including opinion of estimated probable construction costs, electronically as a PDF for review to Owner.
- 1.3.2 One meeting - Present 95% Construction Documents submittal to Owner. Obtain comments and approval to move to the next phase of design. If needed, prepare revisions and resubmit plans.
- 1.3.3 Submit 100% CD drawings and project manual for bidding.
- 1.3.4 Submit and register the project with Texas Department of Licensing and Regulation (TDLR) in compliance with Texas Accessibility Standards (TAS); costs will be submitted as a Reimbursable Expense. One full size set of plans will be provided to the TAS Registered Accessibility Specialist.

1.4 Procurement Phase Services

- 1.4.1 The Owner will bid the project using the Competitive Sealed Proposal Method.
- 1.4.2 If substantial changes to the documents are necessary due to the amount of changes due to pricing or negotiations, these will be provided as an Additional Service.

1.5 Construction Phase Services (CA)

- 1.5.1 Selective Demolition - Architect and Structural Engineer to visit site during selective demolition to investigate uncovered existing conditions and prepare Architectural Supplemental Instructions as required.
 - 1.5.1.1 Purpose of selective demolition is to uncover existing conditions which was previously inaccessible.
 - 1.5.1.2 Issue ASI for changes necessitated as a result of existing conditions found during selective demolition. An Allowance in the contract will be established to accommodate changes, should they be required.
- 1.5.2 Meetings, mock-up reviews and sample approvals will be undertaken to coincide with the site visits noted above; any site visits beyond the site visits noted above will be considered Additional Services requiring the Owner's prior consent and authorization.
- 1.6 Additional Services
 - 1.6.1 Complete paint and color analysis and prepare summary report. The report will be submitted electronically as a PDF. Items to be tested will include the following:
 - 1.6.1.1 Exterior siding – clapboard, board and batten, and teardrop
 - 1.6.1.2 Exterior trim
 - 1.6.1.3 Wood roof shingles
 - 1.6.2 Stakeholder meeting – Present 100 % DD for public or stakeholder input. Prepare simple PPT presentation and document public comments in the form of minutes; planning for this meeting will be provided by the Owner. Prepare two renderings of the exterior of the house for use in public meeting

2.0 LIMITATIONS

Limitations are exclusions to the work, consisting of the following:

- 2.1 Arrangements for access to the building and site (including use of ladders) will be provided by the Owner. Equipment rental is not included.
- 2.2 Unsafe conditions that may exist at the building and site are not the responsibility of the Architect.
- 2.3 The identification or abatement of hazardous materials (asbestos, lead paint, etc.) is not the responsibility of the Architect and services provided by the Architect do not include any services related to asbestos or hazardous or toxic materials. A hazardous materials survey and abatement will be provided by the Owner.
- 2.4 Specifications for shoring, jacking and lifting, strapping, and other means and methods will be the responsibility of the Contractor and not the Architect.
- 2.5 Specifications for safety and precautionary measures will be the responsibility of the Contractor and not the Architect. The requirement for safety will be included in the construction documents but the means and methods will be the responsibility of the Contractor.
- 2.6 Specifications for required licensing, insurance and bond requirements will be included in the bidding documents by the Owner.
- 2.7 BIM modeling of architectural or structural components is not included in Architect's services.
- 2.8 Civil engineering and landscape are not included in this proposal.
- 2.9 Interior work not related structural improvements are not included in this proposal.

- 2.10 Construction permitting fees will be provided by the Owner or Contractor.
- 2.11 Record or As-built documentation is not included.



February 6, 2019

EXHIBIT "B"
HOURLY RATES

Principal	\$220
Associate/Senior Architect	\$175
Intermediate Architect	\$150
Architect/ Architectural Conservator	\$140
Architectural Intern	\$ 90
Clerical	\$ 75



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson A Risk Strategies Company 12801 N CENTRAL EXPY, STE 1710 Dallas, TX 75243	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Hillary Bryant</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (214) 503-1212</td> <td>FAX (A/C, No): (214) 503-8899</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certificate@mclaughlinbrunson.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Hillary Bryant		PHONE (A/C, No, Ext): (214) 503-1212	FAX (A/C, No): (214) 503-8899	E-MAIL ADDRESS: certificate@mclaughlinbrunson.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Twin City Fire Insurance Company	29459	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D:		INSURER E:		INSURER F:	
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INSURED McCoy Collaborative Preservation Architecture PLLC 3200 Main Street, #3.6 Dallas TX 75226																					

COVERAGES**CERTIFICATE NUMBER:** 43658488**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	☒	☒	46SBAAB1613	8/15/2018	8/15/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	46SBAAB1613	8/15/2018	8/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000	☒	☒	46SBAAB1613	8/15/2018	8/15/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☒	46WECAB9BTE	8/15/2018	8/15/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		☒	DPR 9930574	8/15/2018	8/15/2019	Per Claim/Annual Aggregate \$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Bryant

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ACORD 25 (2016/03)

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Town Council Future Agenda Items



SCHEDULED	3/4/2019	Consent	Discuss and consider amendments to Chapter 6 (Animals) of the Town's Code of Ordinances.
		Consent	Consider approval of a Professional Services Agreement with Freese and Nichols, Inc. for the design and construction phase services associated with the Bruton-Orand EST Chloramine System project in the amount of \$65,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement with Halff Associates, Inc. for the design phase services associated with the FM2499 at Waketon Road Intersection Improvements project in the amount of \$173,450.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a resolution authorizing the execution and delivery of a continuing disclosure agreement with the Trinity River Authority of Texas.
		Regular	Consider approval of a Professional Services Agreement with CP&Y, Inc. for design phase services associated with the Rippy Road Phase II project in the amount of \$298,645.75; and authorization for the Mayor to execute same on behalf of the Town.
	3/18/2019	Consent	Library Expansion Construction Award (GMP).
		Consent	Wastewater Treatment Plant UV Award
		Consent	Wellington Phase VIII Speed Limit Change.
		Consent	Bruton Orand N.Bound RTL at FM 1171 - Design
		Consent	FM 2499 @ Lakeside Parkway NB Right Turn Lane - Testing Award.
		Consent	FM 2499 at Lakeside Parkway NB Right Turn Lane - Construction Award
		Consent	Consider approval of the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2018.
		Consent	Morriss Road Improvements - Construction Award.
		Consent	Flower Mound Storage Warehouse - Construction Award.
		Consent	Wastewater Treatment Plant Ultraviolet System Update - CCA

SCHEDULED	3/18/2019	Regular	Public Hearing to consider a request to amend the Land Development Regulations (LDR19-0001 - Landscaping) by amending Chapter 82, Article V, Division 2, entitled "Landscaping," of the Town's Code of Ordinances to allow for the use of synthetic turf as a ground cover.
		Regular	Consider approval of custodial bid 2019-50-A
	4/1/2019	Consent	Bakerfield Park Restroom and Concrete Walkways Award
		Consent	Library Expansion Testing Award.
		Consent	Sidewalk Links
		Consent	Flower Mound Storage Warehouse - Testing Award.
		Consent	Morriss Road Improvements - Testing Award.
	4/15/2019	Consent	FM 1171 @ Riverwalk Drive - Testing 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.
		Consent	Consider approval of the 2019 US Army Corps of Engineer (USACE) Solicitation No. XXXXXXXX for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorize the Mayor to execute same on behalf of the Town.
		Consent	FM 1171 @ Riverwalk Drive Intersection Improvements - Construction Award.
	4/18/2019	Work Session	Joint work session with Town Council and Environmental Conservation Commission (ECC).
	5/6/2019	Consent	FM407 at Browning Signal Construction Award.
	5/14/2019	Regular	Placeholder: May 4, 2019 election canvass