

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

4/15/2019

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. **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.

E. **ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

F. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Legislative updates

G. **FUTURE AGENDA ITEMS**

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

Town Council Meeting Agenda

April 15, 2019

Page 2

H. COORDINATION OF CALENDARS

1. A joint work session with the Environmental Conservation Commission (ECC) is scheduled for Thursday, April 18.
2. A regular meeting is scheduled for Monday, May 6.

I. 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 4/1- Consider approval of the minutes from a regular meeting of the Town Council held on April 1, 2019.
2. Alternate Municipal Court Judge- Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2019, through April 16, 2021.
3. Virtual Server Hardware- Consider approval to fund replacement of virtual server hardware in the amount of \$49,804
4. Custodial Services Contract Award- Consider approval of Bid No. 2019-50-A Custodial Services to UBM Enterprise Inc. in the annual amount of \$203,060.00
5. Collection Services Contract Award- Consider approval of a contract with Sawko & Burroughs, P.C. for the collection of outstanding Class C misdemeanor capias warrants and delinquent municipal fines, utility bills and miscellaneous receivables, and authorization of Mayor to execute same on behalf of the Town.
6. Interlocal Agreement with Northlake- Consider approval of Memo of Understanding between the Town of Flower Mound and the Town of Northlake to allow Flower Mound Animal Services to provide limited animal services for the Town of Northlake, and authorization for the Mayor to execute same on behalf of the Town.
7. Animal Ordinance Update- Consider approval of an ordinance amending Chapter 6, Article I, "In General," to establish the definition of certain defined terms and amending Article V, "Dangerous Animals" in its entirety; providing this ordinance shall be cumulative of all ordinances; providing a penalty for violation of the code of ordinances of the Town of Flower Mound, Texas.
8. Heritage Park PH IV Change Order 4- Consider approval of Change Order No. 4, for the Heritage Park Phase IV project, in the amount of \$61,104.59; and authorization for the Mayor to execute same on behalf of the Town.
9. Morriss Rd Improvements - Testing Award- Consider approval of a Professional Services Agreement with ECS Southwest LLC, to provide construction materials engineering and testing, for the Morriss Road and 20" Water Line Improvements, in the amount of \$97,784.00; and authorization for the Mayor to execute same on behalf of the Town.

Town Council Meeting Agenda
April 15, 2019
Page 3

J. REGULAR ITEMS

10. LDR - Park Credit Option- **Public Hearing** to consider approval of an ordinance amending Chapter 90 of the Town's Land Development Regulations (LDR19-0003 – Park Credit Option), adding minimum park land dedication requirements for multi-family and senior housing uses; clarifying park development fee requirements; providing options for privately maintained and publicly accessible parks and open space; clarifying park land dedication and park development fee requirements for the (MU) mixed use district and (PD) planned development district; and deleting existing provisions in conflict therewith, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 8, 2019, meeting.)
11. LDR - Limited Residential Definition- **Public Hearing** to consider a request for a Land Development Regulation Amendment (LDR19-0004 - Limited Residential Definition) to amend Chapter 98, Article III, Division 22, entitled "CC Campus Commercial District," of the Town's Code of Ordinances, to define the standards for Limited Residential development, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 8, 2019, meeting.)
12. LDR - Drainage and Grading- **Public Hearing** to consider a request to amend the Land Development Regulations (LDR19-0002 – Drainage and Grading) by amending Chapter 32, entitled "Engineering Design Criteria and Construction Standards," of the Town's Code of Ordinances, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 8, 2019, meeting.)
13. ACMS Agreement- Consider approval of a multi-year agreement with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.
14. Fine Arts Center- Discuss and consider authorizing the Mayor to issue a response to Sunset Legacy, LP and Lakeside Residences, LP regarding a Fine Arts Facility in Lakeside Village, in accordance with the terms outlined in the Third Amendment to Development Agreement for Lakeside DFW.

K. CLOSED MEETING

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

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.

Town Council Meeting Agenda

April 15, 2019

Page 4

L. RECONVENE TO REGULAR MEETING

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

M. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: April 12, 2019, at 1:45p.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: April 15, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on April 1, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting on April 1, 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 APRIL 1, 2019**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 1ST DAY OF APRIL 2019, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

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

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

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

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works

A. CALL REGULAR MEETING TO ORDER

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

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

Chaplain Russ McNamer gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

1. Recognition of the Flower Mound Citizens Academy – Class of 2019

Ms. Scott gave a presentation identifying or noting:

- Background information
- Program summary
- How to sign up for next year's academy

and the class recited a pledge to be an ambassador of the Town. Mayor Dixon presented each participant with a graduation gift.

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.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 1, 2019**PAGE 2**

	Speaker names and address	Subject (as written on the form)
1.	Jane Bustos, 2833 Downing St	Windsor Extension Opposition
2.	Judy Boyce, 3028 Newcastle Ct	Windsor Road Extension
3.	Cecil Drewry, 2912 Windsor Dr	Windsor Connection
4.	Hank Reinsch, 4200 Thames Ct	Windsor Connection
5.	Jim Pierson, 3209 High Rd	Roundtable
6.	Pete Marcellus, 3016 Oxford Ct	Windsor/W. Windsor Connection
7.	Thomas Baker, 2920 Woodpark Dr	Children's Advocacy for Denton Co.
8.	Mary Kay Walker, 3229 Oak Meadow	Senior Center

Mayor Dixon provided statements of fact regarding the Windsor Road Extension in response to public comments.

F. ANNOUNCEMENTS

Councilmember Bryant reported on going to the Islamic Association of Lewisville for a *Together We Stand* event about love and togetherness. He stressed the importance of treating others with the same love and respect we want for ourselves.

Mayor Pro Tem Webb announced the Town's annual Easter Egg Hunt at Jake's Hilltop Park is scheduled for April 13th.

Deputy Mayor Pro Tem Forest announced an event the Summit Club participated in last Saturday – a Swim-A-Thon to end Polio.

Mayor Dixon and several members of Council announced their attendance at the grand opening and ribbon cutting for Heritage Park, Phase 4 on March 30th.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update in the following topics:

1. Capital improvement projects
 - Lake Forest Blvd
 - Skillern Road
2. Economic Development projects
 - Businesses that recently opened
3. Legislative Updates

Ms. Wallace provided an update on various bills circulating in the Texas Legislative Session.

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

- What is the likelihood of HB 2439/SB 1266 (construction materials) passing

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 1, 2019**PAGE 3****4. Cellular Coverage**

Mr. Dalton provided an update on cellular service, and gave a presentation identifying or noting new cellular projects that were recently approved.

He responded to the following questions from Council:

- What other carriers besides AT&T are coming forward
- What is the possibility of having a developer identify the type of coverage for new developments coming forward

H. FUTURE AGENDA ITEMS

1. Deputy Mayor Pro Tem Forest indicated that due to limited parking at The Hound Mound Dog Park, people are parking across the street at Garden Ridge, and pedestrian safety is a concern. He pointed out this will also be an issue with the addition of the disc golf course and players potentially crossing the road. He requested staff present options to improve pedestrian safety in that area.

There was Council consensus to have a future agenda item to discuss possible solutions.

I. COORDINATION OF CALENDARS

Mayor Dixon announced there is a regular meeting scheduled for Monday, April 15 and a joint work session with the Environmental Conservation Commission (ECC) is scheduled for Thursday, April 18.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on March 18, 2019.
2. Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2019, through April 16, 2021.

ORDINANCE NO. 08-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

3. Consider the authorization of new or reclassified position within the Planning Services Division.
4. Consider approval of the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2018.
5. Consider approval of the 2019 US Army Corps of Engineer (USACE) Solicitation No. W9126G19Q0023 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.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 1, 2019**PAGE 4**

6. Consider approval of an ordinance vacating and abandoning approximately 139.7 feet by 30.4 feet (4,308 square feet) located at the southeast corner of a property addressed 206 Cherokee Path.

ORDINANCE NO. 10-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING A CERTAIN 4,308 SQUARE FEET OF RIGHT OF WAY LOCATED AT THE SOUTHEAST CORNER OF PROPERTY LOCATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, BEING DESCRIBED IN VOLUME 4811, PAGE 1408, DEED RECORDS, DENTON COUNTY, TEXAS, BEING MORE COMMONLY KNOWN AS 206 CHEROKEE PATH; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; REQUIRING A HOLD HARMLESS AGREEMENT; AUTHORIZING THE TOWN SECRETARY TO FILE THE QUITCLAIM DEED AND HOLD HARMLESS AGREEMENT IN THE DEED RECORDS OF DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

7. Consider approval of emergency expenditures for the repair of the Hanover sanitary sewer main in the amount of \$63,259.24.
8. Consider approval of Proposal # 19-204_REV3, Flower Mound Central Fire Station Phase II Remodel from Schneider Electric Buildings in the amount of \$33,045.00.
9. Consider approval of Professional Services Agreement with Braun Intertec for Construction Materials and Testing for the Flower Mound Storage Warehouse in the amount of \$20,036.00.

Councilmember Bryant moved to approve by consent Items 1 – 9, as presented in the agenda caption. Councilmember Sharma 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: BRYANT, ENGEL, WEBB, FOREST, SHARMA****NAYS: NONE****K. REGULAR ITEMS**

10. Public Hearing to consider a request for rezoning (ZPD18-0012 - Lisanti Cell Tower) to amend Planned Development-135 (PD-135) with Campus Industrial (CI) uses to allow development of a communication tower, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property including reduction of required landscaping, and consider adopting an ordinance providing for said amendment. The property is generally located south of Spinks Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 25, 2019, meeting.) (The Town Council moved to postpone this item on the March 4, 2019, meeting, at the applicants request.) (The Planning and

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 1, 2019**PAGE 5**

Zoning Commission recommended approval by a vote of 7 to 0 at its March 25, 2019, meeting.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location of the size
- Land use and zoning
- Site photos
- Typical landscape plan
- Proposed landscape plan
- Typical elevations
- Proposed elevations
- Proposed concept plan

Applicant Presentation

Bebb Francis, 112 E Pecan, San Antonio, Texas, Attorney for AC Towers
Jake Hamilton, Verizon, Director of Engineering

Mr. Francis gave a presentation identifying or noting:

- Demand for wireless
- Existing screening (landscaping)
- Pole simulations
- Alternative site analysis
- Verizon wireless service maps and the need to enhance coverage
- Federal Telecommunications Act
- World Health Organization and American Cancer Society feedback

and Mr. Francis or Mr. Hamilton responded to the following questions from Council:

- How long does it typically take to construct a tower
- Difference between the large and smaller towers
- Future needs as it relates to a macro site or small cells

Mayor Dixon opened the Public Hearing at 7:35 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:35 p.m.

Council Discussion

There was Council discussion regarding:

- Importance of improving cell coverage in the areas identified on the map (vicinity of the Lakeside Business District) as it's very underserved

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

ORDINANCE NO. 09-19

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 46-14, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 135 (PD-135) WITH CAMPUS INDUSTRIAL (CI) USES ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 24.05 ACRES OF LAND SITUATED IN THE JOSEPH KNIGHT SURVEY, ABSTRACT NUMBER 692, BY AMENDING THE PERMITTED USES TO ALLOW DEVELOPMENT OF A COMMUNICATION TOWER; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

The Town Council convened into a closed meeting at 7:41 p.m. on April 1, 2019, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, and 551.087 for consultation with attorney, and to discuss matters relating to real property, and economic development negotiations, and reconvened into an open meeting at 8:51 p.m. on April 1, 2019, to take action on the items as follows:

a. Consultation with Attorney.

1. All matters related to Cause No. 18-9622-431 EagleRidge Operating, LLC v. Town of Flower Mound and Cause No. DC-18-17756 Town of Flower Mound, Texas vs. EagleRidge Operating, LLC
2. Cause No. CV-2019-00241 Elaine Wells v. Town of Flower Mound et al.

No action taken for items 1 or 2 above.

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.

No action taken.

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

No action taken.

FLOWER MOUND TOWN COUNCIL MEETING OF APRIL 1, 2019**PAGE 7****O. ADJOURN REGULAR MEETING**

Mayor Dixon adjourned the meeting at 8:51 p.m. on Monday, April 1, 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: April 15, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of an ordinance to reappoint Alternate Municipal Judge Stephanie Askew for the period of April 17, 2019, through April 16, 2021.

BACKGROUND INFORMATION: Stephanie Askew was appointed to serve as Alternate Municipal Judge on April 17, 2017, and with a term expiration date of April 16, 2019. State law dictates a two-year term for both the main and alternate Municipal Judge. In addition, any action of the governing body regarding the appointment or reappointment must be done by ordinance.

Ordinance 08-19 was adopted on April 1, 2019; however, the payment schedule had two areas of information that was incorrect and as indicated below. The revised ordinance corrects the amounts, and is reflective of the original fee structure at the time of her appointment (Ord. # 12-17-attached) and for the same period of April 17, 2019, through April 16, 2021.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):
As outlined in the following schedule:	100-650-56000-5110
Arraignments	\$100.00
Signing Documents	\$62.00
Full Court Dates (morning & afternoon dockets)	\$500.00 /\$550
Half Court Dates (morning or afternoon docket only)	\$250.00 /\$275
Blood Draw Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$75.00
Faxed Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$50.00
Attendance at Municipal Court quarterly meetings	\$100.00
Court Cancellation Fee (payable only when court has been scheduled, but cancelled less than twenty-four (24) hours prior to the scheduled docket)	\$100.00

Which has equaled \$27,480 for the period of Jan. 1, 2016 – Dec. 31, 2018.

Finance Review by: N/A

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

ATTACHMENTS:

1. Draft Ordinance
2. Ordinance 12-17

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS SETTING THE COMPENSATION FOR THE ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

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

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council appointed an Alternate Municipal Court Judge for Flower Mound Municipal Court of Record; and

WHEREAS, the Town Council now desires to set the compensation for the Alternate Municipal Court Judge.

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

SECTION 1

A. As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

Arraignments	\$100.00
Signing Documents	\$62.00
Full Court Dates (morning & afternoon dockets)	\$550.00
Half Court Dates (morning or afternoon docket only)	\$275.00
Blood Draw Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$75.00
Faxed Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$50.00
Attendance at Municipal Court quarterly meetings	\$100.00
Court Cancellation Fee (payable only when court has been scheduled, but cancelled less than twenty-four (24) hours prior to the scheduled docket)	\$100.00

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

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

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

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

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except 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 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 any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF ____ TO____, ON THIS 15th DAY OF April, 2019.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 12-17**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS APPOINTING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

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

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

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

SECTION 1

It is hereby found that the office of Alternate Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Stephanie Askew is hereby appointed as Alternate Municipal Judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on April 17, 2017, and to expire on April 16, 2019. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Stephanie Askew shall continue to serve until the Alternate Judge's successor shall be duly qualified.

SECTION 3

Stephanie Askew shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

A. As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

Arraignments	\$100.00
Signing Documents	\$62.00
Full Court Dates (morning & afternoon dockets)	\$550.00
Half Court Dates (morning or afternoon docket only)	\$275.00
Blood Draw Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$75.00
Faxed Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$50.00
Attendance at Municipal Court quarterly meetings	\$100.00
Court Cancellation Fee (payable only when court has been scheduled, but cancelled less than twenty-four (24) hours prior to the scheduled docket)	\$100.00
First 30 days of training stipend	\$500.00

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

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

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

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF 4 TO 0, ON THIS 17TH DAY OF APRIL, 2017.

APPROVED:



Thomas E. Hayden, MAYOR

ATTEST:



Theresa Scott, TOWN SECRETARY

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

Duties.

- a. The Alternate Judge shall preside over the Flower Mound Municipal Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Alternate Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances, and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time.
- b. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Alternate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Alternate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders, and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Alternate Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Alternate Judge shall operate within the docket schedule prepared and coordinated by the Presiding Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Alternate Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Alternate Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and acknowledged by the Alternate Judge. No policy will be implemented by the clerks of the court

prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.

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

On Call Procedures.

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

Municipal Court Operations.

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

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with the rules in the Standing Orders and all applicable state and federal laws. An officer or community services officer shall be made available for assisting with arraignments.
- b. All paperwork from jail arraignments must be properly completed. The Alternate Judge shall ensure that no judicially-inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction.

by the Alternate Judge; however, this shall in no way be read to create a duty for the Alternate Judge to correct the document or to give legal advice to Town staff.

- c. The Alternate Judge shall be available when "On Call" to sign warrants, probable cause affidavits or emergency arraignments (such as for medical emergencies) at times other than as scheduled, or for times outside the normal business day of 8:00 a.m. to 5:00 p.m.
- d. The Alternate Judge shall be "On Call" according to the schedule promulgated by the Presiding Judge and when acting as a substitute for the Presiding Judge, unless alternate arrangements have been agreed upon twenty-four hours prior to the changed date and time.
- e. Every effort shall be made by the Alternate Judge to give at least thirty (30) minutes' notice to police personnel (either by contacting the CSO on duty or the main Flower Mound Police Department telephone number) prior to arrival on Town premises to conduct arraignments.

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. 12-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AN ALTERNATE JUDGE OF THE MUNICIPAL COURT OF FLOWER MOUND, TEXAS, AND PROVIDING THAT ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES, RESOLUTIONS, AND ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a large city with many in-habitants who are subject to the various laws and ordinances of the State of Texas, and Chapter 17 of the Texas Government Code, and

WHEREAS, the Town Council has created a municipal court of record pursuant to Chapter 17 of the Texas Government Code, and

WHEREAS, Chapter 17, Section 17.0001 of the Texas Government Code relating to municipal courts of record provides that the governing body shall in resolution appoint or reappoint a judge, and

WHEREAS, pursuant to the provisions of 17.01 of the Texas Charter and Section 17.01 of the Texas Code of Ordinances, the Town Council shall have the right and authority to select judges and alternate judges in private or public hearings for the Flower Mound Municipal Court of Record,

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

SECTION 1.
To hereby found that the office of Municipal Judge of the Town of Flower Mound, Texas, is hereby found to be vacant as of the date of the Town Council meeting.

SECTION 2.
Thomas E. Hayden is hereby appointed as Municipal Judge of the Town of Flower Mound Municipal Court of Record for a term commencing on April 1, 2017, and ending on April 1, 2018. In the event of any conflict or dispute with Article 14, Section 17 of the Texas Constitution, Thomas E. Hayden shall remain in office until the Municipal Judge election shall be held.

SECTION 3.
Municipal Judge shall perform the duties and responsibilities provided in Article 14, Section 17 of the Texas Constitution and the Texas Government Code.

SECTION 4.
As a recommendation, the Town Council agrees to pay the Municipal Judge according to the rate per job class according to the following schedule:

04.17.17_CS_Ord. 12-17_Alt Mun Judge

Adobe Sign Document History

04/24/2017

Created:	04/21/2017
By:	Anne Carnes (TownSecretary@flower-mound.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFFqk9E_AcbKnQPJSRAmORB2nnr21RbKh

"04.17.17_CS_Ord. 12-17_Alt Mun Judge" History

-  Document created by Anne Carnes (TownSecretary@flower-mound.com)
04/21/2017 - 11:51:26 AM CDT - IP address: 24.227.240.67
-  Document emailed to Thomas E Hayden (mayor@flower-mound.com) for signature
04/21/2017 - 11:52:04 AM CDT
-  Document viewed by Thomas E Hayden (mayor@flower-mound.com)
04/24/2017 - 3:53:06 PM CDT - IP address: 24.227.240.67
-  Document e-signed by Thomas E Hayden (mayor@flower-mound.com)
Signature Date: 04/24/2017 - 3:54:10 PM CDT - Time Source: server- IP address: 24.227.240.67
-  Document emailed to Theresa Scott (theresa.scott@flower-mound.com) for signature
04/24/2017 - 3:54:10 PM CDT
-  Document viewed by Theresa Scott (theresa.scott@flower-mound.com)
04/24/2017 - 4:04:32 PM CDT - IP address: 24.227.240.67
-  Document e-signed by Theresa Scott (theresa.scott@flower-mound.com)
Signature Date: 04/24/2017 - 4:04:43 PM CDT - Time Source: server- IP address: 24.227.240.67
-  Signed document emailed to Theresa Scott (theresa.scott@flower-mound.com), Anne Carnes (TownSecretary@flower-mound.com), bmeredith@toase.com, jimmy.stathatos@flower-mound.com and Thomas E Hayden (mayor@flower-mound.com)
04/24/2017 - 4:04:43 PM CDT



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: April 15, 2019

FROM: Gary Bertagnolli, IT Director

ITEM: Consider approval to fund replacement of virtual server hardware in the amount of \$49,804 through Dell EMC.

BACKGROUND INFORMATION: Three years ago, the IT department implemented a Hyper-converged Technology System (Nutanix) to house the Town's Hyper-V virtual server inventory. Due to ongoing technical issues with Nutanix, the Town has negotiated with Dell to replace the system with a stable solution at a reduced cost, which will alleviate instabilities and prevent further downtimes.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$49,804

Proposed Expenditure/(Revenue):	Account Number(s):
\$49,804	565-270-84510-2020

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Dell Virtual Server Quote

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



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000035989800.3
Total \$49,804.00
 Customer # 2434214
 Quoted On Apr. 04, 2019
 Expires by May. 04, 2019
 Solution ID 10845575

Sales Rep David Slaughter
 Phone (800) 456-3355, 5139356
 Email David_Slaughter@Dell.com
Billing To ACCOUNTS PAYABLE
 TOWN OF FLOWER MOUND
 2121 CROSS TIMBERS RD
 FLOWER MOUND, TX 75028-2602

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
 David Slaughter

Product	Unit Price	Qty	Subtotal
PowerEdge R740	\$12,451.00	4	\$49,804.00
Subtotal:			\$49,804.00
Shipping:			\$0.00
Non-Taxable Amount:			\$49,804.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$49,804.00

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

PowerEdge R740

Estimated delivery if purchased today:

Apr. 23, 2019

Contract # 75AHH

Customer Agreement # DIR-TSO-3763

\$12,451.00	Qty 4	Subtotal \$49,804.00
-------------	----------	-------------------------

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R740 Server	210-AKXJ	-	4	-
PowerEdge R740/R740XD Motherboard	329-BDKH	-	4	-
No Trusted Platform Module	461-AADZ	-	4	-
Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	321-BCSM	-	4	-
PowerEdge R740 Shipping	340-BLKS	-	4	-
PowerEdge R740 Shipping Material	343-BBFU	-	4	-
Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s , 16.5M Cache, Turbo, HT (105W) DDR4-2400	338-BLUW	-	4	-
Intel Xeon Gold 5118 2.3G, 12C/24T, 10.4GT/s , 16.5M Cache, Turbo, HT (105W) DDR4-2400	374-BBPT	-	4	-
Standard 1U Heatsink	412-AAIQ	-	4	-
Standard 1U Heatsink	412-AAIQ	-	4	-
2666MT/s LRDIMMs	370-ADNT	-	4	-
Performance Optimized	370-AAIP	-	4	-
Unconfigured RAID	780-BCDS	-	4	-
PERC H740P RAID Controller, LP Adapter	405-AAML	-	4	-
BOSS controller card + with 2 M.2 Sticks 240G (No RAID),FH	403-BBPS	-	4	-
No Operating System	619-ABVR	-	4	-
No Media Required	421-5736	-	4	-
iDRAC Group Manager, Enabled	379-BCQV	-	4	-
iDRAC,Legacy Password	379-BCSG	-	4	-
Riser Config 2, 3 x8, 1 x16 slots	330-BBHB	-	4	-
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC	540-BBUK	-	4	-
No Internal Optical Drive	429-ABBJ	-	4	-
6 Standard Fans for R740/740XD	384-BBPY	-	4	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	4	-
PowerEdge 2U LCD Bezel	325-BCHV	-	4	-
Dell EMC Luggage Tag	350-BBKG	-	4	-
Quick Sync 2 (At-the-box mgmt)	350-BBJU	-	4	-
Power Saving Dell Active Power Controller	750-AABF	-	4	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
US Order	332-1286	-	4	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9119	-	4	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9147	-	4	-

ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	813-9148	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	4	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	4	-
ProDeploy Plus Training Credits 300 Redeem at www.LearnDell.com Expires 1Yr from Order Date	812-4005	-	4	-
Declined Remote Consulting Service	973-2426	-	4	-
64GB LRDIMM, 2666MT/s, Quad Rank	370-ADNH	-	24	-
1TB 7.2K RPM SATA 6Gbps 512n 2.5in Hot-plug Hard Drive	400-ASHF	-	8	-
iDRAC9,Enterprise	385-BBKT	-	4	-
OME Server Configuration Management	528-BBWT	-	4	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	8	-
QLogic 2692 Dual Port 16Gb Fibre Channel HBA, PCIe Full Height	403-BBMQ	-	8	-
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	450-AALV	-	8	-

Subtotal:	\$49,804.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$49,804.00

Important Notes

Terms of Sale

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

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

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

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

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

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at [\("Satisfaction Guarantee"\)](#) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

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

Pricing, Taxes, and Additional Information

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

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

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

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



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: April 15, 2019

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval of Bid No. 2019-50-A, Custodial Services to UBM Enterprise Inc. in the annual amount of \$203,060.00; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: The bid for custodial services requires the contractor to perform daily, weekly, and monthly custodial services for fourteen Town Facilities. Many services are performed 7 days per week to ensure Town buildings are clean and sanitary for Town visitors and employees. The Town received 13 proposals in response to Bid 2019-50-A Custodial Services. A committee from Facilities Management carefully evaluated the bids based upon a number of predetermined criteria. After a detailed and thorough evaluation, the committee determined that UBM Enterprise Inc. had returned the best value bid for the Town of Flower Mound.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$203,060.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$203,060.00	100-655-59200-5110

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

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

ATTACHMENTS:

1. Bid No. 2019-50-A Signed Contract

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

**TOWN OF FLOWER MOUND
CONTRACT FOR SERVICES
Contract No. 2019-50-A**

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

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

Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all request for price escalations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

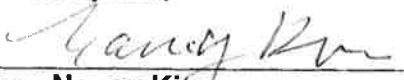
Name: Nancy Kim
Title: Vice President
Company Name: UBM Enterprise, Inc.
Address: 11102 Ables Ln.
City, State, Zip: Dallas, TX 75229

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

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

AGREED TO BY:

UBM Enterprise, Inc.

By: 
Name: Nancy Kim
Title: Vice President

Date: 3/27/2019

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor Steve Dixon

Date: _____



TEAMWORK. INTEGRITY. SERVICE.



**UBM Enterprise, Inc.
Proposal for
Best Value Bid for Custodial Services
for
Town of Flower Mound**

Bid Number: 2019-50-A

Due Date: March 5, 2019 11:00 AM CST

**Nancy Kim
Vice President
UBM Enterprise, Inc.
11102 Ables Ln.
Dallas, Texas 75229
(972) 243-5273 (Office)
(972) 243-0737 (Fax)
(214) 690-6828 (Mobile)
nancy.kim@ubmhq.com**



Table of Contents

SECTION 1

- Schedule
 - Daily Services
 - Weekly Services
 - Monthly Services
 - Quarterly Services

SECTION 2

- Staffing
- Hiring Process

SECTION 3

- Equipment List
- Equipment Maintenance

SECTION 4

- Safety Assurance Programs
- Training Programs
- Contingency Plan

SECTION 5

- Experience of Similar Projects
- References

SECTION 6

- Attachment A – Bid Pricing Worksheet

SECTION 7

- Insurance Certificate
- Bid Certification Form
- Conflict of Interest Questionnaire Form

SECTION 8

- Corporate Information
- Company Profile
- Qualifications
- The UBM Brand of Cleaning



Schedule

Daily Services

No.	LOCATION #	# of Employee	Total Daily Hours	Days Per Week	Assigned Cleaner
1	Town Hall	3	10	5	Jason Orozco Heydee Flores Julio Ridriguez
2	Senior Center	2	5	5	Miguel Meybelyn Bonilla
3	Central Fire Station	2	1	5	Octavio Hernandez Guadalupe Torres
4	Fire Station # 2	2	1	7	Octavio Hernandez Guadalupe Torres
5	Fire Station # 3	2	1	7	Octavio Hernandez Guadalupe Torres
6	Fire Station #4	2	1	5	Octavio Hernandez Guadalupe Torres
7	Fire Station #5	2	1	5	Alfredo Rodriguez Heydee Flores
8	Fleet Service Center	3	2	5	Alfredo Rodriguez Heydee Flores Julio Rodriguez
9	Operation & Maintenance Building	3	5	5	Alfredo Rodriguez Heydee Flores Julio Rodigurez
10	Wastewater Plant	2	1	5	Alfredo Rodriguez Heydee Flores
11	Library	2	3	7	Meybelyn Elmer Bonilla
12	* Community Activity Center	4	10/18	7	Silvia Bonilla Ana Bonilla Elva Bonilla Julio Rodriguez
13	Animal Adoption Center	2	1	5	Miguel Meybelyn Bonilla
14	Police & Court Building	2	8	7	Octavio Hernandez Gualalupe Torres

*** Community Activity Center**

Monday thru Friday: 10 hours (night cleaning)

Saturday and Sunday: 18 hours (10 hours night cleaning and 8 hours day porter)



Weekly Services



No.	Tasks	Days	Staff
1	Wet mop and spray buff all resilient floors to a high gloss removing all black marks from flooring	Every Tue.	On-site Cleaner
2	Clean all baseboards, door frames, thresholds, doors as needed.	Every Thu.	On-site Cleaner
3	Damp wipe all window sills.	Every Wed.	On-site Cleaner
4	Dust all low and high reach areas including but not limited to chair rungs, structural and furniture ledges, windowsills, door louvers, molding and shelving units.	Every Mon.	On-site Cleaner
5	Check wall surfaces for dirt, smudges and cobwebs and clean as needed.	Every Thu.	On-site Cleaner
6	Dust all desk wall partition tops, hanging pictures, display stands, window blinds, and magazine or book racks	Every Mon.	On-site Cleaner
7	Trash receptacles are to be cleaned thoroughly, including all interior and exterior sides, with a disinfectant germicidal solution to eliminate dirt, germ and odor build-up.	Every Tue.	On-site Cleaner
8	Damp wipe light switches, handles, push plates.	Every Wed.	On-site Cleaner
9	Thoroughly clean, sanitize and dry buff all restroom partitions and walls with a disinfectant germicidal solution taking special care to clean between and in all corners, crevices, including door hinges and locks. Partitions and walls shall be rinsed and/or dried so as to remain in an un-streaked condition after cleaning.	Every Sun.	On-site Cleaner
10	Vacuum all ventilating grills, supply and return air vents, and light fixtures to 9" above floor finish.	Every Sun.	On-site Cleaner
11	Thoroughly vacuum under and around all desks and office furniture. Remove carpet protectors and vacuum underneath. Edge all carpeted areas including but not limited to baseboards, behind doors, around office furniture, into corners, crevices both high and low	Every Sun.	On-site Cleaner



Monthly Services

No.	Tasks	Days	Staff
1	Power-wash all showers and locker rooms in shower area at Community Activities Center, Police Department, and O&M. Preferred equipment to be used is the Clarke TFC-400 All Purpose Cleaner	1st Sun.	Corporate Staff
2	Power-wash all ceramic tile floors at Community Activities Center with equipment to be used is the Clarke TFC-400 All Purpose Cleaner.	1st Sun.	Corporate Staff
3	Power-wash all ceramic tile floor in the Animal Adoption Center; preferred equipment to be used is the Clarke TFC-400 All Purpose Cleaner.	1st Sun.	Corporate Staff
4	Vacuum all ventilating grills, supply and return air vents, and light fixtures	1st Sun.	On-site Cleaner
5	Thoroughly vacuum under and around all desks and office furniture. Remove carpet protectors and vacuum underneath. Edge all carpeted areas including but not limited to baseboards, behind doors, around office furniture, into corners, crevices both high and low	1st Sun.	On-site Cleaner

Quarterly Services

No.	Tasks	Staff
1	Jogging Track will be cleaned using an auto scrubber with chemicals supplied by the Town Of Flower Mound at the Community Activities Center. Contractor will provide auto scrubber. Community Activity Center: 3 rd week of February, May, August, and November	Corporate Staff



Staffing

UBM Enterprise, Inc. proposes a team for the Town of Flower Mound that fully comprehends the specific requirement of the solicitation. We have taken into account personnel experience, knowledge, skills, capabilities and physical location in determining the approach to efficiently and effectively meet and exceed the Town of Flower Mound's expectation.

Our team for this project will be:

- Operations Manager: 1
- Nigh Manager: 1
- Night Supervisor: 1
- Night Cleaners: 11
- Off-site Corporate Supporting Staff

Position	Name	DOB	DL #	SS#
Operations Manager	Nancy Kim			
Night Manager	Guk Lee	06/07/1961	90202586	320-76-2947
Night Supervisor	Julio Rodriguez	10/15/1979	03279536	638-76-0242
Night Cleaner	Alfredo Rodriguez	11/17/77	00184159	638-86-3469
Night Cleaner	Octavio Hernandez	3/10/1980	39045598	857-87-8292
Night Cleaner	Elmer Bonilla	1/30/1974	18614266	633-76-7911
Night Cleaner	Jason Orozco	7/6/2001	42392786	642-76-2373
Night Cleaner	Haydee Flores	8/23/1976	16494038	632-76-5264
Night Cleaner	Guadalupe Torres	3/29/1981	19143934	641-24-9406
Night Cleaner	Silvia Bonilla	5/19/1979	23462061	641-76-4158
Night Cleaner	Ana Bonilla	1/7/1973	29170349	731-18-6028
Night Cleaner	Elvia Bonilla	4/17/1966	16431850	628-03-1674
Night Cleaner	Reyes Concecion	1/1/1952	11550220	638-20-8382
Night Cleaner	Miguel Bonilla	11/2/1967	07259733	636-76-6563

Work Experience of Management Staff

Nancy Kim (Operations Manager)

38 years in janitorial services, 15 years as a senior operations manager with UBM.

Guk Lee (Night Manager)

36 years in janitorial services, 8 years as a project manager with UBM.

Julio Rodriguez (Night Supervisor)

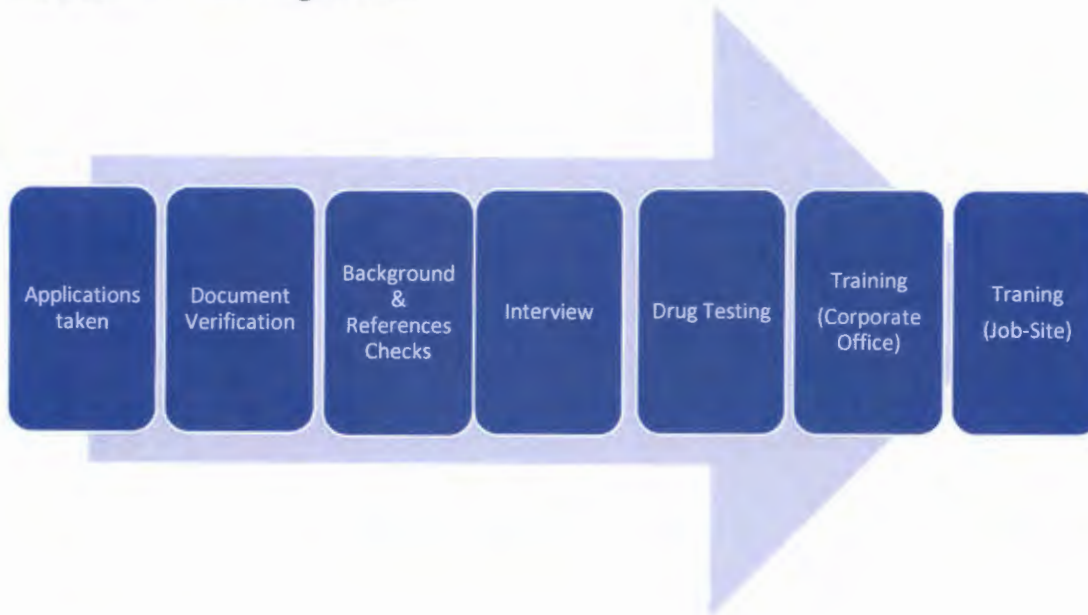
15 years in janitorial services, 5 years as a supervisor with UBM.

Resume of management staff will be provided upon request.



Hiring Process

Employee Onboarding Process



New hire checklist

- ☐ Background checks through PublicData.com (www.publicdata.com)
 - Verification of driver's license or ID
 - County Criminal, Federal Criminal, Multi-jurisdiction Criminal
 - Sex offenses
 - Social Security Number Verification
- ☐ References checks
- ☐ Drug testing & Screening
 - (UBM is a drug and alcohol-free company and conducts pre-employment drug testing upon request by the client. If not required by client, UBM tests its employees in the following instances: Probable cause, Reasonable doubt, Post-injury, or Random)
- ☐ Email creation and business card order (if needed).
- ☐ Mobile phone order (if needed)
- ☐ Order technology equipment (computer, printer, iPad) and software (if needed)
- ☐ Training (General training at corporate office)
- ☐ Training at job site
- ☐ Notify supervisor/manager new hire information
- ☐ Inform employee:
 - Confirm start date, time, place, parking, dress code, etc.
 - Provide name of their on-site supervisor/manager.



Equipment List (powered)

UBM will provide any other equipment, not listed below, if needed to fulfill scope of work requirements.

	Description	Quantity	Age
	Super Coach Backpack w/HEPA	6	NEW ~ 2 years
	Pro-Team ProForce 1500XP Upright Vacuum	1	NEW
	Advance Pacesetter 20HD 20" Floor Machine	1	1 year
	Advance Advolution 20XP 20" Floor Machine (High Speed)	1	1 year
	Advance AquaClean 18ST Carpet Cleaner	2	NEW
	Advance Hydrodry, A09 Blower	2	1 year
	Betco, Workman, Wet/Dry Vacuum	1	1 year
	IPC Eagle Auto Scrubber	2	2 ~ 3 years



Equipment List (Misc.)

Name	Description	Manufacturer
1314 Tilt Truck	Tilt Truck	Rubbermaid
Janitors Cart	Utility Cart - Day Service Cart	Rubbermaid
Round Waste Container	44 Gallon Brute Container	Rubbermaid
Brute Container with Dolly	Dolly for 44 Gallon Container	Rubbermaid
Maid Caddy	Round Carry Bag for 44 Gallon Brute	Rubbermaid
Bowl Mop	Cotton Bowl Mop	Rubbermaid
Duster	Lambs Wool Duster - 36" long	Lambskin
Duster-Feather	12" Feather Duster - gray	Texas Feather
Mop	Mop Head - 24 oz cotton	Master Supply
Mop Handle	Screw Mop Handle - 60"	Master Supply
Toy Broom	Corn Toy Broom	Rubbermaid
Dust Pan	Dust Pan with lit	Rubbermaid
Dust Mop Handle	Dust Mop Handle - clip on	Rubbermaid
Dust Mop Heads	5x24, 5x36, 5x48 Dust Mop Head	Rubbermaid
Dust Mop Frame	5x24, 5x36, 5x48 Metal Frame	Rubbermaid
Mop bucket & wringer Combo	35 qt mop bucket w/down press wringer	Rubbermaid
Window Squeeze	18" Window Squeeze Set	Ettore
Latex Glove	Non-powdered general purpose glove	Acme
Spot Brush	Handle spot brush	Rubbermaid
Wet Floor sign	self supporting plastic sign	Rubbermaid
Putty Knife	1" wide flexible putty knife	Acme



Equipment Maintenance

Quality Control consists of maintain proper condition of equipment, regular inspections of work performances, keeping up with periodic scheduled custodial tasks. The condition of equipment must be check regularly to prevent the down time, especially for the hard surface maintenance and power washing tasks. Regular inspections of work performances will be conducted by night supervisors, Project Manager, and Corporate Quality Control Team to ensure the sustainable level.



Safety Assurance Programs

UBM looks to maintain the highest level in safety policies. Our goal is the minimization and elimination of all accidents. All employees are required to participate in maintaining the highest level of safety. Inspections and investigations are made of all accidents, and follow-up corrective action is taken. Safety meetings are conducted during mandatory training sessions. Supervisors and cleaners will review safety standards, accident prevention, and other safety topics.

Supervisors will periodically inspect floor friction to prevent slip & falls using an 825A American Slip Meter, after floor care has been performed, and after major spills have been taken care of. QC manager will conduct safety inspections and check all equipment and chemicals.



SAFETY TOPICS

- a) Inform all employees of OCCUPATIONAL EXPOSURE TO BLOOD BORNE PATHOGENS (OSHA: 29 CAR PART 1910.1030).
- b) Furnish all employees with protective equipment and train them for correct use. All employees who work in areas that require protective equipment are required to sign an agreement form that states that they will utilize their protective equipment at all times.
- c) Employees are responsible for the cleaning of their equipment and work areas and proper storing of equipment.
- d) Train and enforce policies on handling sharp objects and needles.
- e) Employees report any incidents with sharp objects and needles or any infectious materials to their supervisor immediately. Project Manager will report incidents to the proper authority. Medical treatment will be administered immediately, where necessary.
- f) Equipment Safety Training:
 - Frayed cords
 - Safety cut off
 - Cleanliness
 - Correct methods of moving or lifting
 - Correct removal of plugs from sockets
- g) Use of floor signs when cleaning:
 - PUBLIC AREAS - one floor sign or cone at least every 25 feet.
 - INDIVIDUAL ROOMS - at least one sign per room.
 - RESTROOMS - Restroom closed signs.
 - SPILLS - always put up a sign on spills as soon as it is discovered.
 - Trash handling
 - Never pick up Bio-Hazards.



- Handle carefully in case there are broken items inside.
- Report any sharp items or needles to supervisor.
- h) Chemical usage
 - Never mix any chemicals
 - Label all bottles
 - Refer to MSDS Book for information on chemicals
 - If in doubt on chemical usage ask your supervisor
- i) Dress Code
 - Employees must be in uniform at all times
 - No open toe shoes
 - No cloth shoes
 - Name tags are to worn at all times
 - Hair style must be neat
- j) Employees are to be informed about facilities:
 - Safety Department
 - Fire Procedures
 - Smoking Policies
 - Hazardous Material



Training Programs

UBM is committed to hiring the right people. Our interviewing process ensures our employees have the experience and attitude necessary for the cleaning environment, and our Human Resource Department runs background checks on all candidates. Our goal is to successfully hire so our employees can provide long term relationships with our clients.

Training Requirements -

- ☐ New employees:
 - New Hire Training – 12 hours (within 1st week of employment)
 - Continuing Education – 24 hours (annual)
- ☐ Current employees:
 - Continuing Education – 24 hours (annual)
- ☐ Supervisors:
 - Continuing Education – 24 hours (annual)

Benefits –

- ☐ Satisfies LEED training recommendations IEQ 3.1.
- ☐ Provides consistency in the new hire experience and training.
- ☐ Helps new employees feel connected to the corporate office.
- ☐ Project Managers can easily identify employees' areas of least comprehension.
- ☐ Assist Project Managers in holding employees' accountable for their training without disrupting the working relationship.
- ☐ Corporate will be able to:
 - Document and track training for every employee.
 - Track employee turnover ratio.
 - Identify areas of improvement with higher precision.



Training Program Outline –

- UBM cleaning specifications
- Equipment maintenance
- Hard floor surface techniques
- Proper chemical use
- Green Cleaning Program
- New products and equipment
- Carpet cleaning techniques by IIRCR certified technician
- Bloodborne pathogen prevention
- Anthrax procedures



- High rise emergency evacuation procedures

Training Procedure –

I. Orientation

The project manager will conduct a pre-start-up orientation for all employees assigned to new projects. He along with his superiors will assist in the selection interviews of potential employees, making background and reference checks before hiring the employees. We also make it a practice to use some employees from our other facilities on a start-up, to provide a smoother transition. The items to be covered will include, but not limited to the following:

- Company rules, regulations and safety policies
- Company dress code requirements
- OSHA, EEO, Wage/Hour rules, guidelines and laws
- Pay, time keeping, payroll records and related information
- Discipline and employee rights

II. Job Start-up Program

- Survey of job site by our experienced engineers to determine how the customers cleaning program will be implemented.
- Job work load systems for planning and scheduling of the janitorial programs, periodic cleaning requirements, etc.
- Preventative Maintenance Program to prevent unscheduled interruptions of the housekeeping program due to the deterioration of cleaning equipment.
- Periodic audit and analysis of performance data to determine compliance with standards.

III. Job Start-Up Assignment

- Job specifications are given to each employee and reviewed by account manager or supervisor with each employee.
- Assigned areas are designated with starting times and completion goals.



- Schedules on how to perform each task are reviewed with each employee in order to have a complete understanding of what is required of them.
- We use the individual "space assignment" method training each employee in their area and its particular requirements. By doing this each employee develops a feeling of pride in their area and gives us the best control over quality and security.
- Job site is broken down to a definite number of floors or areas for each employee, which is defined as "space assignment".

IV. Management Systems

- The janitorial program is broken down into a series of work orders comprised of daily and periodic services.
- Each night, the project manager or supervisor will review the work orders and specifications will be scheduled. Based on this schedule daily assignments will be given.
- All assignments and performance levels will be the responsibility of the supervisor. This is the heart of our cleaning system.
- Each night, the supervisor and/ or assigned employee will report to work before the regular cleaning staff in order to stock and make ready the cleaning equipment and supplies.
- As each employee reports to the check in area, they sign in and pick up assignments, cleaning equipment and report to their assigned areas. This prevents any wasting of time from start to finish.



Developing People –

Central to **UBM** philosophy is the development of the janitorial employees who are skilled professionals----employees who are well trained and motivated, who actively participate in decisions affecting their work, and who are afforded growth opportunities within their craft, and perform more effectively. They care, and that concern is reflected in the quality of their service.

UBM has designed a skill-building program that improves worker productivity and output. At **UBM** the emphasis is on developing people. Well-trained and motivated employees provide for greater quality assurance and cost controls.

I. Training of a New Employee – Janitorial Staff Training Program

Once a new employee successfully passes the employee screening and background check, he/she will be welcomed by our managers, given an orientation tour of the buildings, introduced to the staff, and given a brief overview that explains the importance of our custodial role, safety program, and building security.

II. Initial Training

UBM primarily hires experienced janitors. All employees including seasoned veterans of the janitorial industry under go seven concentrated days of carefully planned training. The training includes the introduction to the client/building/tenants, and prepares the employee for work in the building. The manager on an on-on-one basis gives this training. A new employee will be practicing "cleaning" under the eye of a training supervisor; he or she will not fill a position during this initial seven days. The training received and passed is recorded on a form, which becomes a part of the employee's personal file.

III. Follow-up Training

During the next twelve weeks, the new employee is reviewed and instructed in all methods of cleaning. At the end of this twelve-week probationary period, the new employee receives a performance review.



IV. Specialized Cleaning Modules

We cross-train an employee so that at the end of a year, he or she can perform many required departmental tasks. To achieve this, employees are enrolled in Advanced Training Modules: Support Area cleaning (four days), Hard Floor Care/Wall Washing/Carpet Care (eight days), and Corridor Area Cleaning (3 days). After passing exams to determine the employee's competence, he or she receives an opportunity to be promoted or to be transferred to another area of assignment. Other elective modules in Trash Handling and Automatic Scrubber use are available.

V. Ongoing Training

Video/Lecture: UBM utilizes a series of video/lecture material that is used in initial orientation and training, as well as for the regular in-service training sessions.

Hands-On: In addition to the formal classroom training sessions, a training supervisor gives "hands on" training. Initially, the new employee works alongside the trainer while receiving his or her on-the-job training.

Follow-Up: The new employee is then directed to his or her own area where the supervisor gives follow-up training.

Documentation: The supervisor records both the initial training and follow-up training.

Training the Supervisor –

We have a formal supervisor-training program, which is the joint responsibility of the on-site project manager and operation manager, and supported by UBM corporate training program.

The training program includes:

1. How to teach and train others;
2. The art of supervision;
3. Employee relations, proper counseling and disciplining of employees;
4. Work scheduling; and
5. Minor equipment repair, and many other topics.

Training the Manager –

To facilitate manager training, we have designated some of our accounts as training facilities. These accounts are large enough to provide a full range of custodial situation, and have a



senior manager particularly skilled in training. Our manager trainees are taught the skills necessary to implement a successful janitorial program. Training includes all aspects of personnel relations, customer services, and proficiency in cleaning methods, equipment, techniques, cost control, and staff scheduling.

UBM managers are encouraged to participate in industry associations like the BSCAI, BOMA, IFMA and IICRC to further their knowledge of the profession. Our managers attend local and national conventions and meetings to take facility management courses.



Contingency Plan

In the event of an emergency UBM has a 24/7 emergency contact line and contingency plan that will help assist our client in timely and efficient manner. We have a centralized labor force that our clients can benefit from incase of an emergency. Currently we are servicing more than 20 million sq. ft. nightly and employing more than 800 employees throughout the metropolis area.

In the event of emergency such as (hurricanes, flooding, tornados, hail, snowstorms, ice storms), Utility failures (loss of electricity, natural gas, potable water, sanitary drains, heating, cooling), strikes, walkouts, acts of terrorism, and fires, UBM's HR Department has off-site reserve staff that our clients can utilize quickly. All additional labor force will be properly badge with backgrounds checks completed before arriving on site.

In addition UBM has equipment, chemicals and supplies stored in our 20,000 square foot warehouse that can be deployed at anytime. UBM's 24/7 emergency contact line is 1-855-243-5273

Estimated Time Needed to Dispatch Additional Manpower

Number of labor force required	Up to 5 Cleaners	5 or More Cleaners
Activation of Reserve staff (with proper badges)	4 hours	8 hours





Experience on Similar Projects

UBM Enterprise, Inc. has been providing janitorial services to various Municipal facilities including Dallas County, City of Dallas, City of Plano, City of Coppell, City Garland, City of Tulsa, Town of Flower Mound, City of Grand Prairie, Oklahoma County, City of Goodyear and etc.

UBM currently providing janitorial services to the following municipal facilities:

Cities & Counties	Description
Dallas County	30 County Facilities, 1.4 million sq. ft.
City of Grand Prairie	35 City Facilities, 550,000 sq. ft.
Town of Flower Mound	15 City Facilities, 250,000 sq. ft.
City of Arlington	45 City Facilities, 800,000 sq. ft.
City of University Park	4 City Facilities, 100,000 sq. ft.
City of Waco	40 City Facilities, 550,000 sq. ft.
State of Iowa	9 State Facilities, 900,000 sq. ft.
Clermont County, Ohio	2 County Facilities, 100,000 sq. ft.
City of Goodyear, Arizona	23 City Facilities, 200,000 sq. ft.
Arizona Department of Emergency and Military Affairs	5 Sites, 14 Facilities, 250,000 sq. ft.



References



Name: Dallas County
Address: Dallas, Texas
Number of Facilities: 30 facilities
& CSF: 1,431,636 sf
Contact: Wendy Aviles
Phone Number: (214) 653-6724
E-Mail: Wendy.aviles@dallascounty.org
Length of Service: 4th year in service



Name: City of Arlington
Address: 101 S. Mesquite St. Arlington, TX
Number of Facilities: 45 facilities
& CSF: 850,000 sf
Contact: Gene Chandler
Phone Number: (817) 475-0536
E-Mail: Gene.chandler@arlingtontx.gov
Length of Service: 2nd year in service



Name: Collin College
Address: 9700 Wade Boulevard Frisco, Texas
Facilities: 5 locations
& CSF: 1.3 million sq. ft.
Contact: Kenneth Neal
Phone Number: (972) 377-1691
E-Mail: kneal@collin.edu
Length of Service: 2nd year in service



Name: City of Grand Prairie
Address: 318 W. Main Grand Prairie, TX
Facilities: 35 facilities
& CSF: 550,000 sf
Contact: Logan Bleasdale
Phone Number: (972) 237-8072
E-Mail: lbleasdale@gptx.org
Length of Service: 2nd year in service



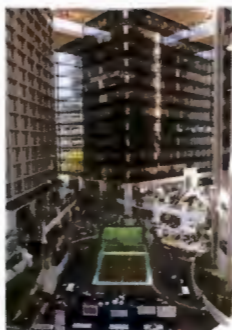
References



Building Name: Bank of America Plaza
Address: 901 Main Street Dallas, TX
Class: AA
Stories & RSF: 74 Stories, 1,844,000 sf
Management Co. Peloton Commercial Real Estate
Manager: Lisa Hall, (214) 761-6172
E-Mail: LHALL@pelotoncre.com
Length of Service: 20 years



Building Name: Trammell Crow Center
Address: 2001 Ross Ave. Dallas, TX
Class: AA
Stories, RSF: 50 Stories, 1,200,000 sf
Management Co. Stream Realty Partners
Manager: Kate Dubroc, (214) 863-4142
E-Mail: kdubroc@streamrealty.com
Length of Service: 15 years



Building Name: Plaza of the Americas
Address: 700 N. Pearl St. Dallas, TX
Class: A
Stories & RSF: 25, 25, 26 Stores, 2,000,000 sf
Management Co. M & M Properties
Manager: Lana Hathcock, (214) 220-3311
E-Mail: lhathcock@mmprop.com
Length of Service: 17 years



Building Name: Burnett Plaza
Address: 801 Cherry St. Fort Worth, TX
Class: A
Stories, RSF: 40 Stories, 1,024,600 sf
Management Co. TIER REIT
Manager: Erika Hill, (817) 332-6390
E-Mail: ehill@tierreit.com
Length of Service: 8 years





Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2018

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 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 Swingle, Collins & Associates 13760 Noel Road Suite 600 Dallas TX 75240		CONTACT NAME: [blank] PHONE (A/C No. Ext.): 972-367-3000 FAX (A/C No.): 972-367-3806 E-MAIL: services@swinglecollins.com ADDRESS: [blank]															
INSURED UBM Enterprise, Inc 11102 Ables Lane Dallas TX 75229		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Co</td> <td>22945</td> </tr> <tr> <td>INSURER C: Ullico Lloyd's of Texas</td> <td>10990</td> </tr> <tr> <td>INSURER D: Ullico National Insurance Company of Texas</td> <td>43478</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Texas Mutual Insurance Co	22945	INSURER C: Ullico Lloyd's of Texas	10990	INSURER D: Ullico National Insurance Company of Texas	43478	INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Federal Insurance Company	20281																
INSURER B: Texas Mutual Insurance Co	22945																
INSURER C: Ullico Lloyd's of Texas	10990																
INSURER D: Ullico National Insurance Company of Texas	43478																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 379741416

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.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PRO-JECT ☐ LOC	Y	5160100	9/7/2018	9/7/2019	EACH OCCURRENCE \$1,000,000 DAMAGES & RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	5160757	9/7/2018	9/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	Y	5160101	9/7/2018	9/7/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/RECIPIENT (Mandatory to WH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	0001310500	9/7/2018	9/7/2019	☒ INC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE (EA EMPLOYEE) \$1,000,000 E.L. DISEASE POLICY LIMIT \$1,000,000
A	Crime Coverage		82205132	9/7/2018	9/7/2019	Employee Theft 1,000,000 Crime Coverage 10,000,000 Retention \$5,000,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Town, its officers, officials, employees, boards and commissions and volunteers are included as Additional Insured as respects General & Auto Liability as required by written contract. The General Liability policy contains a special provision with Primary & Non-Contributory wording as required by written contract. Waiver of Subrogation applies as respects Workers Compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Flower Mound (The Town) 2121 Cross Timbers Road Flower Mound TX 75028	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
---	---

© 1985-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

**Town of Flower Mound, Texas
Bid Certification Form
Bid No. 2019-50-A Best Value Bid for Custodial Services**

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: **UBM Enterprise, Inc.**

Principal Place of Business Address: **11102 Ables Ln.**

Principal Place of Business City, State, Zip: **Dallas, TX 75229**

Principal Place of Business Phone Number: **(972) 243-5273**

Principal Place of Business Fax Number: **(972) 243-0737**

Remittance Address (if different from above): **same as above**

Remittance City, State, Zip: _____

Tax Identification No: **20-4557904**

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 **X** Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

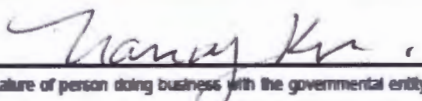
Authorized Representative:

Nancy Kim **3/4/2019**
Signature Date

Nancy Kim
Printed Name

Vice President
Title

nancy.kim@ubmhq.com
Email Address

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY	
1 Name of person who has a business relationship with local governmental entity. UBM Enterprise, Inc.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. <u>None</u> Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4  Signature of person doing business with the governmental entity 3/4/2019 Date		

Adopted 06/29/2007



Corporate Information

ORGANIZATION: A Texas Corporation
Federal ID #20-4557904

CORPORATE OFFICE:

11102 Ables Lane
Dallas, Texas 75229
972-243-5273 office
972-243-0737 fax

Jae Song
Shane Baggett
Nancy Kim
Michael Smiddy
Susan Ballard

Chief Operating Officer
President
Vice President
Vice President
Vice President

BRANCH OFFICES:

Houston
Paul Martin Branch Manager

Austin
Mike Lee Branch Manager

Oklahoma
Kenneth Son Branch Manager

Iowa
Brian Deney Branch Manager

Arizona
Richard Yu Branch Manager

WEBSITE AND EMAIL: www.ubmhq.com, info@ubmhq.com

INDUSTRIAL CODES: SIC: 7349-01 Janitorial Services
NAICS: 561720 Janitorial Services

MINORITY CERTIFICATIONS:

DFW Minority Business Development Council: OM-02939-0999
North Central Texas Regional Certification Agency: PFMB22346N1119

AFFILIATIONS:

Dallas Building Owners and Managers Association (BOMA)
USGBC North Texas Chapter



Company Profile

- Incorporated 1992 in Texas, 23 years of janitorial/custodial services.
- Cleans over 40 million square feet in the Texas, Oklahoma, and Arizona Areas.
- Certified as a minority-owned enterprise through the North Central Texas Regional Certification Agency.
- Over 1,000 employees.
- Financially strong.
(Financial statements will be provided upon request.)
- Member of Better Business Bureau (BBB Rating A+)
- Experience in janitorial/custodial services in the following types of industry:
 - ✧ AIRPORTS
 - ✧ CONCERT/ENTERTAINMENT VENUES
 - ✧ CORPORATE CAMPUSES
 - ✧ EDUCATIONAL FACILITIES
 - ✧ MULTI-TENANT BUILDINGS
 - ✧ MEDICAL FACILITIES
 - ✧ CITY & COUNTY FACILITIES
 - ✧ RETAIL MALLS
 - ✧ HOTELS & RESTAURANTS
 - ✧ LEED Certified Buildings



Overall Organization Experience

UBM Enterprise, Inc. (UBM) is a privately held Texas corporation whose principle offices are located at 11102 Ables Lane in Dallas, Texas. The company was founded in 1992 by cleaning industry veterans whose first-hand experiences helped identify what it takes to establish a successful cleaning enterprise. UBM is certified through the NCTRCA as a Minority Business Enterprise (MBE) and is also certified through the State of Texas as a Historically Underutilized Business (HUB). Our primary line of business is *NAICS 561720 - Janitorial Services* and boast a Better Business Bureau rating of A+.

UBM

- Provides quality janitorial service since 1992.
- Provides modern methods and equipment
- Partners with world top companies of janitorial supplies, chemicals and equipment such as: Pollock Paper, Rubbermaid, Tennant, Kimberly Clark, ProTeam and Sealed Air Diversey Care
- Provides successful management team and quality control processes

UBM Serves

- Third party management companies
- Facility firms
- Direct ownerships.
- Fortune 500 Clients.

UBM Operations

- Account managers are hands on and meet daily with our operations team and follow up to ensure all issues are resolved quickly and assure quality service.
- Our team is available 24 hours a day 7 days a week



The UBM Brand of Cleaning

UBM has implemented several different detailed and comprehensive cleaning programs throughout our projects to meet our customer's individual standards. Some of the primary components of these systems that set them apart from other cleaning programs are:

- ☐ Enhanced Efficiency
 - Priority Checklist-Based Cleaning Schedules
 - Inventory Control & Analysis
 - Multiple Daily Log Systems
- ☐ Maintained Professionalism
 - Standardized Uniforms
 - Nightly Janitor Closet Inspections
- ☐ Increased Security
 - Individual Door Check System
 - Web-Based Biometric Handprint Reader
- ☐ Sustained Levels of High Quality
 - Continuous Quality Improvement Philosophy
 - Janitorial Management Software
- ☐ Quality Assurance
 - Implement & Define Contract Expectation
 - Unscheduled Inspection
 - Analyzing & Benchmarking
 - Re-Inspect & Report
 - Continuous Training



ATTACHMENT A BID PRICING WORKSHEET

LOCATION #	TOTAL # OF EMPLOYEES WORKING PER LOCATION	TOTAL # OF HOURS WORKED PER DAY IN LOCATION	EMPLOYEE HOURLY RATE (\$) TO BE PAID FOR EMERGENCY CLEANINGS	TOTAL COST (\$) PER LOCATION PER WEEK (COST SHOULD INCLUDE ALL DAILY, WEEKLY, MONTHLY SERVICES)	TOTAL ANNUAL COST (\$) PER LOCATION (TOTAL COST PER LOCATION PER WEEK X 52 WEEKS)	COST (\$) FOR CARPET CLEANING PER SERVICE	Cost for Floor Wax, Strip & Seal Per Location Per service
Town Hall	3	10	\$13.00	\$625.00	\$32,500.00	Not Applicable	Not Applicable
Senior Center	2	5	\$13.00	\$313.00	\$16,276.00	Not Applicable	Not Applicable
Central Fire Station	2	1	\$13.00	\$63.00	\$3,276.00	Not Applicable	Not Applicable
Fire Station # 2	2	1	\$13.00	\$88.00	\$4,576.00	Not Applicable	Not Applicable
Fire Station # 3	2	1	\$13.00	\$88.00	\$4,576.00	Not Applicable	Not Applicable
Fire Station #4	2	1	\$13.00	\$63.00	\$3,276.00	Not Applicable	Not Applicable
Fire Station #5	2	1	\$13.00	\$63.00	\$3,276.00	Not Applicable	Not Applicable
Fleet Service Center	3	2	\$13.00	\$125.00	\$6,500.00	Not Applicable	Not Applicable
Operation & Maintenance Building	3	5	\$13.00	\$313.00	\$16,276.00	Not Applicable	Not Applicable
Wastewater Plant	2	1	\$13.00	\$63.00	\$3,276.00	Not Applicable	Not Applicable
Library	2	3	\$13.00	\$263.00	\$13,676.00	Not Applicable	Not Applicable
Community Activity Center	4	10/18	\$13.00	\$1,075.00	\$55,900.00	Not Applicable	Not Applicable
Animal Adoption Center	2	1	\$13.00	\$63.00	\$3,276.00	Not Applicable	Not Applicable
Police & Court Building	2	8	\$13.00	\$700.00	\$36,400.00	Not Applicable	Not Applicable
TOTAL ANNUAL AMOUNT				\$ 203,060.00			
				Total Annual Cost for All Locations Do not include amount for emergency cleanings			

Community Activity Center

Monday Thru Friday: 10 hours (night cleaning only)

Saturday and Sunday: 18 hours (10 hours night cleaning and 8 hours day porter)



Purchasing Division Best Value Bid for Custodial Services

Bid No:	2019-50-A
Bid Title:	Best Value Bid for Custodial Services
Mandatory Pre-Bid Meeting:	2/13/2019 @ 1:00PM
Questions Deadline:	2/19/2019 @ 12:00PM
Due Date and Time:	3/5/2019 @ 11:00AM

Sealed Submittals for the materials or services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) bid in a sealed envelope to the address listed below.

Delivery and Mailing Address:

**Town of Flower Mound
Attn.: Purchasing Division
2121 Cross Timbers Road
Flower Mound, Texas 75028**

Late submissions will not be considered. Responses must be submitted with the solicitation number and the respondent's name and address clearly indicated on the front of the sealed envelope. Additional instructions for preparing a response are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this bid contact:

**Marquita Shamlin
Purchasing Buyer
(972) 874-6006
marquita.shamlin@flower-mound.com**

The Town of Flower Mound appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown.** Responses received after the deadline will not be considered for the award of the bid and will be returned unopened. Responses will be publicly opened and read aloud on the bid due date and time at the Town of Flower Mound, Town Hall, 2121 Cross Timbers Road, Flower Mound, Texas, 75028.

TOWN OF FLOWER MOUND STANDARD TERMS & CONDITIONS

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, Town Charter, and Town Code of Ethics regarding conflicts of interest. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
3. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
4. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective respondent must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
5. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
6. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without case prior to award.
7. **FUNDING:** The Town of Flower Mound is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
8. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
9. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to: accountspayable@flower-mound.com.
10. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in Solicitation document.

11. **INDEMNITY:** The respondent shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award and the respondent so agrees upon the submission of the Solicitation. The respondent shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

12. **TERMINATION FOR DEFAULT:** The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the scope of work contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.

13. **REMEDIES:** The successful respondent and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

14. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

15. **AWARD OF CONTRACT:** The Town of Flower Mound reserves the right to toward single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.

The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s), who provides goods or services, at the best value to the Town. If using the best value method, the selections criteria will be clearly identified in the bid proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The Purchase price.
- B. The reputation of the respondent and of the respondent's goods of services.
- C. The quality of the respondent's good or services.
- D. The extent to which the goods or services meet the Town's needs.
- E. The respondent's past relationship with the Town.
- F. The total long-term cost to the Town to acquire the respondent's goods or services.
- G. Any relevant criteria specifically listed herein.

16. **INTERLOCAL AGREEMENT:** The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound
17. **AUDIT:** The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
18. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Agent. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
19. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
20. **MAILING ADDRESSES:** All notices and communications concerning this contract to be mailed or delivered to the Town shall be sent to the address of the Town as follows, unless and until the Contractor is otherwise notified:
Sabrina Zadow
Purchasing Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Town of Flower Mound
Bid No. 2019-50-A
Best Value Bid for Custodial Services Town Buildings

I. Introduction

The Town of Flower Mound is soliciting bids to establish an annual fixed-price contract for custodial services for various locations as specified in the bid document. The Town of Flower Mound will consider both complete and partial bids submitted for the various locations. The initial term of the contract will be one (1) year with four (4) optional renewal periods. The contract will be awarded to the bidder(s) providing the best value to the Town of Flower Mound as determined by the evaluation criteria as stated herein.

This contract will contain a fixed pricing structure for the term of the contract. The awarded vendor(s) will be required to provide insurance evidencing the Town's provisions as stipulated in this bid document, and execute a written contract with the Town of Flower Mound within fifteen (15) days of award by Town Council. A sample contract is for review in the Purchasing Office.

II. Pre-Bid Conference and/or Site Visits

A. Pre-Bid Conference

A mandatory pre-bid conference will be conducted on February 13, 2019 at 1:00pm at the following location:

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

Attendance at the pre-bid conference is mandatory.

B. Site Visit

A site visit will be conducted immediately following the pre-bid conference. **A site visit is mandatory** and will be conducted on February 13, 2019 immediately after the pre-bid conference.

III. Scope of Services

The contractor is responsible for the detailed cleaning as indicated. The contractor shall furnish all labor, personnel, and equipment required to perform the services as listed in this bid document for the locations listed on Exhibit B. All services shall be performed in a manner so as to not conflict, interrupt or inconvenience the Town, its occupants or visitors. The Town will provide all chemicals, wax, mop heads and handles, dust mops and handles, wipes, paper products, containers, and spray bottles.

Except as indicated in the contract all major floor maintenance (scrubbing, stripping, waxing, carpet cleaning (except spot cleaning) is excluded from this contract.

A. Recycling/Trash Services

1. Flower Mound takes recycling very seriously. To promote our Recycling Program, Flower Mound employees are responsible for separating trash and recycling into two containers at their desk. The contractor is responsible for:
 - a. Empty desk side trash receptacles and desk side recycling receptacles into the appropriate trash/recycling container located in each facility.
 - b. Empty all trash containers in each facility (interior/exterior).
 - c. Wash/rinse the trash receptacles.
 - d. Empty, clean and damp dust all blue recycling receptacles.
 - e. Replace trash liners as needed to prevent odors, spills or any offensive appearance.
 - f. Boxes or items plainly marked "Trash" or "Basura" are to be thrown away. No other items are to be thrown away without instructions from the building occupants.
 - g. Trash receptacles are located at each facility for the contractor to dispose of the trash.
 - h. The Town has designated locations inside and outside of each building for the recycling containers. The contractor is responsible for removing and returning the large recycling containers from the designated location within each facility on the pick-up on designated days. The contractor will move the large recycling containers from each building the night prior to pick-up day and will return the containers to their designated locations the next night. The current schedule is as follows:

Trash & Recycling Schedule for Large Containers Schedule for Pick-Up by Republic Services				
Location	Recycle Pick-Up Days	Recycle Container Type	Trash Pick-Up Days	Trash Container Type
Town Hall-2121 Cross Timbers Road	Thursday	4-CARTS	Wednesday	1-8YD
Police & Courts – 4150 Kirkpatrick Lane	Monday	4-CARTS	Wednesday	1-6YD
Fleet Service Center-1101 Duncan Lane	Tues/Fri	1-4YD	Wednesday	1-4YD
Service Center-1105 Duncan Lane	Monday	2-CART	Mon/Thurs & Mon	2-4YD & 2-CARTS
Waste Water Treatment Plant-1105 Duncan Lane	-	-	On call	1-30YD OPEN TOP
CAC-1200 Gerault Road	-	-	Mon thru Fri	1-8YD
CAC-1200 Gerault Road	Friday	4-CARTS	Wednesday	1-8YD
Animal Adoption Center-3950 Justin Road	Tuesday	2- CARTS	Tues/Fri	1-8YD
Library-3030 Broadmoor Lane	Friday	2- CARTS	Friday	1-6YD
Seniors Center-2701 W. Windsor Drive	Thursday	3- CARTS	Wednesday	1-4YD
Central Fire Station-3911 S. Broadway Rd	-	-	Mon/Tues/Thur/Fri	1-8YD
Fire Station 2-4401 Shiloh Road	-	-	Tuesday	1-6YD
Fire Station 3-2020 Woodhill Dr	-	-	Tuesday	1-6YD
Fire Station 4-4601 Bridlewood Blvd	-	-	Wednesday	1-6YD
Fire Station 5- 800 Spinks Road	-	-	Wednesday	1-6YD
O&M Building-201 Spinks Road	Wednesday	1-3YD	Mon/Thur	1-4YD

B. Daily Services

1. Empty all ash urns on exterior of building and entrances and clean as required.
2. Clean and polish all (interior/exterior) glass in doors at all locations.
3. Vacuum all mats and carpeted areas each day (interior/exterior). Small spillage on the carpet is the responsibility of the Contractor to clean.
4. Damp wipe all furniture tops, file cabinets and other horizontal surfaces if paperwork is removed from the tops. The contractor will not remove the paperwork.

5. Vending machines and refrigerator doors will be cleaned, sanitized and dry polished.
6. Remove marks and smudges from doors, frames, around light switches, entrance glass and partitions.
7. Clean, sanitize and polish with appropriate metal polish all drinking fountains, kick plates, restroom fixtures, mirrors, door handles, to include all chrome and stainless items and dispensers.
8. Wash and disinfect all restroom toilet seats, basins, urinals, and toilet bowls to remove stains. Clean the underside of the rims including flush holes.
9. Damp wipe and sanitize all toilet partitions and tile walls to remove stains, streaks and soil. Polish surface to glossy shine.
10. Using our approved glass cleaner wipe all interior glass windows and mirrors.
11. Empty, clean, sanitize and polish with appropriate metal polish all metal receptacles and sanitary napkin disposal containers.
12. Thoroughly clean and polish shower areas with disinfectant germicidal cleaner, remove any mold or mildew.
13. Sweep all uncarpeted floors employing dust control techniques
14. Damp mop all uncarpeted floors daily. Use disinfectant in restroom areas, locker areas, shower areas, break/lunch areas, animal areas, and the jail areas.
15. Stock all dispensers with appropriate products.
16. Clean and disinfect break room counters and tables.
17. Clean and sanitize sinks with disinfectant cleaner. Wipe dry and polish faucets and fixtures with appropriate metal polish, if applicable and thoroughly dry buff. (Not responsible for employee dishes.)
18. Clean and polish reception area workstations.
19. Sweep/blow the exterior entrances.
20. Occupant doors found locked upon arrival are to be locked after the area has been cleaned.
21. Lights in offices, hallways, etc. are to be turned off upon departure from the building. In an effort to conserve energy, make sure minimal lighting is used during cleaning when possible.
22. Remove all lint, physical dirt and spots from fabric, vinyl, and leather upholstered chairs, couches, etc.

23. Jail and jail cell areas will require washing and disinfection of bunks, walls, floors, mattresses, and fixtures such as toilets, sinks, tables, benches, showers, and countertops. Disinfectant shall be applied utilizing a pump or hand sprayer containing a sanitizing disinfectant, then shall be wiped dry. ****CLEANING OF THE JAIL MUST BE COORDINATED WITH THE Detention Services Officer (DSO) ON DUTY.**
24. Janitorial closets will be maintained in a clean and neat manner. Cleaning chemicals and containers will be properly stored, labeled and sealed.
25. Clean, rinse, disinfect and empty all mop buckets and wringers. Mops will be properly hung to allow for drying and ventilation.
26. Dust mops and feather dusters are to be brushed to remove lint, dirt, dust, etc., and treated with dust mop treatment.
27. Empty and clean interior and exterior of all cleaning carts.
28. Clean and polish wooden benches and tops in the Municipal Court Room.
29. Clean and polish all conference room furnishings in all locations.
30. Animal Adoption Center floors require special attention. The floors shall be swept, washed, and disinfected. Facilities Management requires the contractor to use a specific chemical to reduce the spread of viruses and diseases. Mops and mop buckets are to be disinfected and washed daily. The mops in this area are to be replaced monthly, as a minimum.
31. O&M and Fleet Service Center have stained sealed concrete flooring. These facilities require use of a soft bristle broom or vacuum to pick up debris or dirt. When build-up has accumulated or tracking has occurred, use warm water with mild liquid detergent and rinse off all chemical with fresh clean water. Never use an abrasive cleaner or steel scrubber.
32. Community Activity Center Jogging Track will require daily vacuum and damp mopping.
33. Clean and polish piping, toilet seat hinges and other metal.
34. Clean floor drain covers and flush drains with one gallon of tepid water using a disinfectant germicidal solution after flushing to be dispensed into the floor drain opening.
35. Wet mop all hard surface floors removing all black marks from flooring.
36. Library and Town Hall have terrazzo floors which must be swept and mopped.
37. The fitness equipment at the Community Activity Center will be wiped and sanitized daily.
38. The jogging track at the Community Activity Center will be swept and mopped daily.

C. Weekly Services

1. Clean all baseboards, door frames, thresholds, doors as needed.
3. Damp wipe all window sills.
4. Dust all low and high reach areas including but not limited to chair rungs, structural and furniture ledges, windowsills, door louvers, molding and shelving units.
5. Check wall surfaces for dirt, smudges and cobwebs and clean as needed.
6. Dust all desk wall partition tops, hanging pictures, display stands, window blinds, and magazine or book racks.
7. Trash receptacles are to be cleaned thoroughly, including all interior and exterior sides, with a disinfectant germicidal solution to eliminate dirt, germ and odor build-up.
8. Damp wipe light switches, door handles, push plates.
9. Thoroughly clean, sanitize and dry buff all restroom partitions and walls with a disinfectant germicidal solution taking special care to clean between and in all corners, crevices, including door hinges and locks. Partitions and walls shall be rinsed and/or dried so as to remain in an un-streaked condition after cleaning.
10. Vacuum all ventilating grills, supply and return air vents, and light fixtures to ten (10) feet above floor finish.
11. Thoroughly vacuum under and around all desks and office furniture. Remove carpet protectors and vacuum underneath. Edge all carpeted areas including but not limited to baseboards, behind doors, around office furniture, into corners, crevices both high and low.
12. Thoroughly vacuum all carpeted floors.

D. Monthly Services

1. Power-wash all ceramic tile floors (restrooms, hallways, lobby areas, kitchens) at the Community Activities Center, Animal Adoption Center, Town Hall, Senior Center, Library, Senior Center, Police and Municipal Court, Animal Adoption Center.
2. Vacuum all ventilating grills, supply and return air vents, and light fixtures.
3. Thoroughly vacuum under and around all desks and office furniture. Remove carpet protectors and vacuum underneath. Edge all carpeted areas including but not limited to baseboards, behind doors, around office furniture, into corners, crevices both high and low.

4. The jogging track at the Community Activity Center will be deep cleaned with a walk behind floor cleaner.

E. Special or Emergency Cleaning

When directed by the designated Facilities Management Representative by written order, the Contractor shall clean any area required for a special occasion or made necessary by an emergency or mishap which shall include temporary coverage for sick or absent Town employees who perform cleaning duties. The Contractor shall furnish all labor and supervision if required to fulfill the order. Hourly rates will be paid based on the hourly rate per facility as shown on Attachment A – Bid Pricing Worksheet.

F. Addition/Deletion of Services

1. Additions

The Town may wish to change the scope of this contract by adding square footage. In this case, payments for extra work will be based on agreed lump sums set forth in writing signed by the Town's contractor before the extra work is started.

2. Deletions

The Town may delete square footage by providing from the contract decreasing the number of buildings or parts of buildings to be cleaned. The Town shall provide seven (7) days written notice to the contractor. In this case, the contract amount will be decreased and prorated according to the lump sum bid for that building or suite. If a portion of a building is deleted, the amount to be deducted from the contract will be based on percentage of square feet deleted in comparison to total building area.

IV. Service Schedule

A. Cleaning Schedule

1. The contractor shall develop a schedule for the daily maintenance activities; the schedule shall include the cleaning hours, days and the names of each number of contractor employees working for each location.
2. Schedules for the weekly and monthly maintenance activities shall be developed, and shall include the days, times of day and month of the year the service is to be performed. Schedule will be required 2 weeks before first location is serviced.
3. Upon award of the contract to the successful bidder(s), Facilities Management Representatives will review and authorize the schedule.
4. Meetings may be in progress at various times in the late evening, early morning, and on weekends. Care should be taken not to disrupt these meetings. Initiating cleaning in other areas of the building while meetings are in progress is acceptable.

B. Hours of Service

All cleaning should be performed between the hours of 6:00pm and 6:00am and the days shall be Sunday through Thursday except for the following:

1. Police Dept – the following areas shall be cleaned seven (7) days per week dispatch area, break room, restrooms (dispatch, jail lobby, men and women locker), shower areas and front jail lobby and lobby between the hours stated above. Additionally, the areas within the jail and jail cells must be cleaned and disinfected daily between the hours of 6:00pm and 12:00am seven (7) days per week.
2. Library - shall be cleaned seven (7) days per week. (Note library hours are Monday – Thursday 9:00am – 9:00pm, Friday & Saturday 11:00am – 5:00pm, and Sunday 1:00pm – 5:00pm)
3. Central Fire Station – training room, lobby areas, conference rooms, fitness area, public restrooms, and offices shall be cleaned five (5) days per week. The balance of the Fire Station is not cleaned by the custodial contractor.
4. Fire Station # 2 – training room, lobby area, and public restrooms shall be cleaned seven (7) days per week. The balance of the Fire Station is not cleaned by custodial contractor.
5. Fire Station # 3 – training room, lobby area, and public restrooms shall be cleaned seven (7) days per week. The balance of the Fire Station is not cleaned by custodial contractor.
6. Fire Station #4 - lobby area, and public restrooms shall be cleaned five (5) days per week. The balance of the Fire Station is not cleaned by custodial contractor.
7. Fire Station #5 - lobby area, and public restrooms shall be cleaned five (5) days per week. The balance of the Fire Station is not cleaned by custodial contractor.
8. Animal Adoption Center – shall be cleaned five (5) days per week, Sunday through Thursday. Animal kennels are excluded.
9. Town Hall – Normally four (4) days each month Town Council meetings often extend past 1:00am. The contractor must wait until meetings have adjourned before cleaning can be completed in the Council Chambers (Jody Smith Hall Room 108), Pre-Council Conference Room (Room 115), Mayor/Council office (Room 114), and Lobby (ROOM 101) located within the Town Hall.
10. Community Activity Center – shall be cleaned seven (7) days per week. A Day Porter is required on Saturday and Sunday from 10:00am to 6:00pm to clean lockers and restrooms, disinfect equipment, empty trash, and assist Community Activities Center staff with meeting set ups, trash removal, etc.

C. Holiday Closings

1. All facilities are closed with the exception of the Police Station and Fire Stations (5) on the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day.
2. The facilities that are closed will not require cleaning on these holidays except for the Police Building, which will require cleaning in the dispatch, restrooms, locker rooms, jail lobby, lobby, shower areas, break room, and the jail area.
3. The Community Activity Center is open on special holiday hours and will be cleaned.

V. Quality Control

Services performed under this contract shall be subject to regular inspections by the Town of Flower Mound Representatives. The contract is very specific as to the expectations of the custodial services contractor. Substandard performance by the custodial service contractor will not be tolerated by the Town. The contractor shall apply their professional expertise to ensure all aspects of the custodial services contract can be accomplished as outlined. The contractor shall ensure proper staffing and supervision is in place at all locations to accomplish the contract as outlined. The contractor shall ensure they have the proper equipment to accomplish the tasks listed in the contract can be completed as outlined.

A. Floor Cleaning

1. For all operations where furniture and equipment must be moved, chairs, wastepaper baskets, or other similar items shall not be stacked on the top of desks, tables, or window sills. Upon completion of work, all furniture and equipment shall be returned to its original position.
2. Baseboards, walls, doors, stair risers, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning.
3. All base moldings of freestanding partitions shall be put back in place if dislodged during floor maintenance.
4. Animal Adoption Center floors require special attention, Facilities Management requires the contractor to use a specific chemical to reduce the spread of viruses and diseases. Mops and mop buckets are to be disinfected and washed daily. The mops in this area are to be replaced monthly.
5. Proper precautions shall be taken to advise building occupants/public of wet and/or slippery floor conditions. This applies during inclement weather as well as during cleaning operations in those buildings where cleaning personnel are on duty. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

7. Sweeping: Floors shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances shall be swept clean of all dirt and trash. To sweep resilient tile, terrazzo or sealed concrete floors, dust mops shall be used and the sweeping operations must be performed in a manner that no dust is raised. Straw brooms or push brooms may be used for sweeping exterior surfaces. During the sweeping operations, gum, tar, and other sticky substances shall be removed. In addition, spills and spots must be removed during the sweeping process.
8. Damp or Wet Mopping: Floors shall be damp or wet mopped to remove dirt and stains. A microfiber mop, mop bucket wringer, and a neutral detergent solution shall be used to remove the soil. Mops and buckets shall be cleaned and disinfected after each use and kept odor free. Buckets shall not be stored in closets with solution left in them. Mops shall be hung to dry in mop sinks.
9. Mops used in the jail will remain in the jail. Mops used in the Municipal Court Police Department will remain in that area. DO NOT USE THE SAME MOP IN BOTH AREAS.
10. Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Floors being wet mopped shall be dried after mopping to prevent any standing water from being absorbed by the floor material or seeping into floor seams or corners.
11. Furniture, mats and other equipment shall be moved to mop underneath and all items shall be replaced in their original position.
12. Mopped water splashed on baseboards, doors, or furniture shall be removed immediately. On completion of mopping operation, there shall be no soil, litter, splash marks, streaks, swirls or mop strands visible. The floor shall present an overall appearance of cleanliness.
13. Vacuuming of Carpet: Surface litter such as paper, gum, rubber bands, paper clips, etc., shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum, or backpack vacuum, shall be used to remove obvious dust and soil from carpet. The carpeted floor, after vacuuming, shall be free of all visible litter and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used. In areas with permanent or stationary furniture and fixtures, a toy broom or crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc. The carpeted floor after vacuuming shall be completely free of litter, soil and embedded grit.
14. Carpet Spot Cleaning (Method must be approved by Town's Representative): Stained areas shall be treated as they occur on a daily basis with spot cleaning solution in compliance with the carpet manufacturer's recommendations. The carpet shall be vacuumed before and after spot cleaning with a commercial heavy-duty vacuum cleaner. Spot cleaning shall be done in strict compliance with the recommendations and instructions of the manufacturer of the carpet and shampooing equipment and materials. After sufficient drying time has been allowed, the carpet shall be vacuumed to give the carpet pile uniform lifter appearance.

15. Jogging Track will be vacuumed and damp mopped on a daily basis and deep cleaned monthly with a walk behind scrubber.
16. Community Activities Center Gymnasium Floor - Community Activities Center requirement for floor cleaning will be the use a clean dust mop to remove all debris from the wood floor, then a clean slightly damp microfiber mop on all wood floor areas will be used. Spots and Scuff marks should be removed daily.

B. Cleaning Office Furniture

1. Soil and dust shall be removed from office furniture.
2. Metal desks, file cabinets, chairs, table tops, etc., shall be dusted with lamb's wool hand dusters or clean wiping cloths and spots removed with sponge dampened in a neutral detergent solution.
3. Vinyl covered furniture shall be cleaned with sponge or wiping cloth dampened in a neutral detergent solution. For hard-to-remove spots, an approved cleaner shall be used.
4. Upholstered furniture shall be dusted with a portable vacuum with upholstery attachment. An approved dry foam concentrate with a clean soft bristle brush and/or mechanical brush shall be used to clean upholstered furniture.
5. Wood furniture shall be dusted with treated dust cloths that have been sprayed with an approved polish and wiped to a shine with clean cloths. No polish residue shall remain on surfaces.

C. Regular Dusting

1. All dust, lint, litter and dry soil shall be removed from horizontal surfaces and walls including office furniture, chairs, window sills, shelves, file cabinets, blinds, etc., items on desk tops shall not be disturbed.
2. Dusting shall be performed with clean dust cloths, and lamb's wool duster and surfaces shall be dust free.

D. Spot Cleaning

1. Smudges, finger prints, marks and streaks shall be removed from washable surfaces, without scarring or discoloring the finish by the use of a sponge, clean cloth and spray bottle of neutral detergent.
2. A germicidal cleaner solution shall be used in restrooms, locker rooms, shower areas, eating areas, and drinking fountains.
3. Glass cleaner shall be used on mirrors and windows.
4. After spot cleaning, the surfaces shall have a clean uniform appearance free of spots, streaks, and removable soil.

E. Washing of Glass

1. Smudges, oily film, dust and soil shall be removed from interior glass and mirrors by cleaning with glass cleaner solution, squeegee, and wiping cloths.
2. Glass cleaner splash and drip marks shall be removed from adjacent surfaces.
3. Glass surfaces shall be rinsed of detergent residue.
4. Cleaning of Interior Transparent Surfaces (Plexiglas, Lexan, Bullet Resistant Glass, etc.): Smudges, oily film, dust and soil shall be removed from all transparent surfaces using methods and solutions prescribed by the manufacturer or the Town's Representatives. Use only a foam glass cleaner that is ammonia free (Spray-A-Way).

F. Other Cleaning

1. Shower stalls shall be cleaned with a chemical cleaner to remove stains, rust, mildew, etc., and sanitized with a germicidal detergent solution. Shower curtains shall be cleaned in a like manner.
2. Walls, partitions, and woodwork shall be washed with a germicidal detergent solution where wall surfaces are covered with a washable paint, vinyl covering, or are of vitreous materials.
3. Cleaning of Drinking Fountains: Soil, streaks, smudges, etc., shall be removed by use of spray bottle with a germicidal detergent solution or by using a sponge or cloth. A small brush shall be used to clean drains. All surfaces shall be wiped and buffed to a shiny finish. After cleaning, the fountain shall be free of stains, spots, smudges and be sanitized.
4. Office Receptacles: Sand urns and wastepaper baskets shall be washed and dried. Sand for sand urns shall be changed when it becomes soiled.
5. Polishing Metals: Solid push plates, kick plates, name plates, and other fixtures shall be polished to present a bright, neat, clean, shining appearance. Polishing shall be performed so as not to damage or scratch the finish.
6. Porcelain Ware Cleaning: Porcelain fixtures (drinking fountains, toilets, urinals, wash basins, etc.) shall be sanitized with a germicidal detergent solution and shall be clean and bright; there shall be no dust, spots, stains, rust, mold, incrustation, or excessive moisture.
7. Entrances: Platforms, landings, and steps of entrances shall be cleaned and polished and shall have no dirt, debris or trash present.
8. Stairs shall be vacuumed, and/or mopped as required. All dirt and soil shall be removed.

VI. Staffing

A. Supervisor

1. The Contractor shall assign not less than one (1) qualified supervisor to physically supervise the Contractor's employees and to ensure adherence to the cleaning schedule and contract requirements. The Contractor supervisor must be able to speak, read, write and understand English in a fluent manner. The Town's desire is that the supervisor has verifiable experience as a supervisor. It is preferable to have a supervisor with prior municipal experience. The contractor shall include the supervisor's work experience/qualifications with their bid submittal. The qualifications of the supervisor will be considered during bid evaluations.
2. The supervisor shall be responsible for all keys and cards assigned to unlock space and for the security of the building while they are performing their duties. The supervisor will make certain that all doors are securely locked and security alarms are properly activated prior to leaving each night.
3. The supervisor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
 - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
 - b. No loud or boisterous conduct will be permitted.
 - c. Contractor's employees will not open desk drawers or cabinets nor tamper with any office machines, equipment or any Town employees' personal property at any time.
 - d. Contractor's employees are not to use Town telephones, nor smoke in Town buildings.
 - e. At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
 - f. No children or visitors of contractor employees will be allowed on the premises at any time. **This is a one strike and you are out requirement.**
 - g. Contractor's employees that have not received a detailed background investigation by the Flower Mound Police Department will be allowed to work on Town premises. **This is a one strike and you are out requirement.**

B. Employees

1. List of Employees

Contractor must provide a list of all employees that will be assigned to this contract, and an active policy regarding employee background checks. The list must include all of the following information for each employee assigned to the contract:

- a. Full Name
- b. Date of Birth
- c. Social Security Number
- d. Valid Driver License Number
- e. Current background check completed by the contractor

2. This list of employees will be updated prior to commencement of the contract and must be current at all times.
3. Contractor must notify Town when any changes are made in Contractor employees, either additions or deletions and submit the above information immediately. The Contractor shall not allow any new employees to enter Town property without prior approval of the Town.
4. The contractor is required to perform background checks on all employees working on the contract prior to submitting them for approval to the Town Facilities Management Division. The Town of Flower Mound Police Department will also complete a nationwide background check. Any employees not meeting those requirements will not be allowed to work in Town facilities. Employees cannot have been convicted of a felony or misdemeanor in the last five (5) years. Facilities Management will provide a form to the contractor which is to be used by the contractor for requesting approval for new employees. The form will be used by the Town in completion of the background check, and approval from the Police Department.
5. All employees **must** wear a designated uniform to consist of a company shirt or smock bearing the company name. Employees **must** wear a picture Id Badge with Company Information displayed.

VII. Equipment and Supplies

A. Contractor Furnished Equipment

1. Space will be provided, if available, based on the size of the facility for all equipment supplied by the Contractor which shall remain on the job site. In the event there is not space available on site, the Contractor shall carry all equipment and supplies from site to site.
2. Contractor shall supply the power washer and auto-scrubber for cleaning showers, floors, and locker rooms.
3. Contractor shall provide all necessary vehicles and equipment required for the performance of the work in this contract, unless specified herein.
4. The Town reserves the right to inspect contractor equipment prior to the award of the bid. As part of their bid the contractor must submit a list of equipment which will be used on the contract. The age and type of equipment will be used in evaluation of the bid

B. Equipment Maintenance Program

1. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
2. The contractor is responsible for performing scheduled maintenance on all equipment used on the contract. As part of his bid the contractor must submit proof of an active

Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the bid.

C. Cleaning Supplies

1. All cleaning supplies such as scouring powder, window cleaners, various cleaning solutions, toilet paper, paper towels and trash liners will be provided by the Town for use only in Town facilities.
2. All supplies furnished by the Town shall be inventoried and stocked by Town personnel.
3. Supplies shall be stored in janitor closets located at each facility, if available, based on the size of the facility. If space is not available on site, the Contractor will carry supplies to those sites on a daily basis.
4. Contractor will be required to follow inventory procedures as established by the Town which shall consist of signing for all supplies used or removed on a daily basis as needed.

VIII. Security and Safety

A. Security

1. The security of the building keys and access cards will be maintained according to the procedures of the Town of Flower Mound.
2. Liability for lost access cards or keys, re-keying cost and other related expenses shall be the full responsibility of the contractor. If a key or card is lost or stolen the contractor shall notify Facilities Management during normal business hours the next day.
3. The Contractor shall not alter any lock or reproduce any key or access card.
4. The Contractor shall establish procedures to ensure that all building spaces are secured as required by the Town.
5. Police Department
 - a. The Contractor must notify Dispatch upon entering the building.
 - b. Entry into the jail area will be performed in accordance with Town procedures. Cleaners will notify Dispatch either in person or via the telecom that entry into the jail is needed. A Detention Services Officer (DSO) will always enter the jail area with the cleaners if prisoners are present. No entry into a jail cell that is occupied will be allowed unless an officer is present. A Detention Services Officer will move prisoners to vacant cells so that all cells can be cleaned daily.
 - c. When the cleaners are through cleaning the jail area, they will notify dispatch via the intercom to request the door be unlocked so they can exit the jail area.

B. Safety

1. Do not place flammable materials (rags, chemicals, etc.) near boilers, hot water heaters or any ignition sources.
2. Flammable materials used by the contractor shall be properly stored or removed from Town buildings immediately after use.
3. Chemicals used by the contractor shall remain in control and possession of the contractor.
4. All equipment must meet all OSHA requirements.
5. Vacuums shall have a HEPA or dust control filter installed and be in working condition. The filter shall be replaced monthly.
6. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.
7. Safety shall be a top priority to all contractor employees. Contractor should have an active employee safety program in place.

C. Emergency Notification

1. The Contractor will furnish the Town with a twenty-four (24) hour contact telephone number, (mobile, landline, or pager number).
2. Any noted building maintenance emergencies should be immediately reported to Police Dispatch by calling (972) 539-0525.

IX. Training

The contractor should have an established on-going training program that addresses such issues as proper chemical mixtures and applications, proper techniques for basic duties such as vacuuming, sanitizing, mopping, etc. and safety awareness, and the use of personal protection equipment.

X. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

XI. Questions Deadline

The Town of Flower Mound requires that all questions relating to this bid be directed via email to Marquita Shamlin, Purchasing Buyer, at Marquita.shamlin@flower-mound.com by 12:00pm February 19, 2019.

XII. Submittals

Submit one sealed copy to the Town of Flower Mound and provide the following information in this order:

A. Schedule

1. Daily Services

The contractor shall develop a schedule for the daily maintenance activities; the schedule shall include the cleaning hours, days, and number of employees for all locations. The Town will look very closely at the daily schedules the contractor may use the zone cleaning strategy.

2. Weekly and Monthly Services

Schedules for the weekly and monthly maintenance activities shall be developed, and shall include the days, times of day and month of the year, and the number of employees for the service to be performed. The Town will look very closely at the weekly and monthly schedules the contractor may use the zone cleaning strategy.

B. Staffing

1. Supervisor Work Experience/Qualifications

2. List all employees who will be assigned to the Town of Flower Mound contract and include the following information for each employee:

- a. Full Name
- b. Date of Birth
- c. Social Security Number
- d. Valid Driver License Number
- e. Current background check completed by the contractor

C. Equipment

1. List the type of equipment to be utilized to service the contract, including the age of equipment.
2. Provide details of established Preventative Equipment Maintenance Program

D. Training

1. Active Safety Program

Provide a description of current Safety Program, to include topics, frequency of training, etc.

2. On-Going Employee Training Program

Provide description of established on-going Employee Training Program. The program should include the training topics, and the frequency the training is provided.

E. References

Bidder should provide a minimum of five current references for same or similar service as described in this bid document. Please provide the following information for each reference provided:

1. Name of company
2. Description of services provided
3. Square footage of the buildings serviced
4. Contact person
5. Contact phone number

F. Cost

1. Bidder must complete the Attachment A – Bid Pricing Worksheet. Only stated service charges will be considered in determining award as shown on the worksheet. Alternate pricing submitted may deem your bid to be non-responsive and eliminated from further consideration.

G. Additional Forms

1. Proof of Insurance
2. Bid Certification Form
3. Bid Bond

XIII. Evaluation Criteria

A review committee will judge the merit of bids received in accordance with the requirements defined herein. Failure of vendor to provide in their bid any information requested in this bid may result in disqualification of the bid. The sole objective of the review committee will be to select the bid that provides the best value to the Town of Flower Mound. The contract will be awarded based on the following evaluation criteria:

- A. Schedule as evidenced in XII. Submittals, Section A. (15%)
- B. Staffing as evidenced in XII. Submittals, Section B. (25%)
- C. Equipment as evidenced in XII. Submittals, Section C. (5%)
 1. Equipment list to include age and type of equipment
 2. Equipment Preventative Maintenance Program
- D. Training Programs as evidence in XII. Submittals, Section D. (5%)

1. Safety Program
 2. Ongoing Employee Training Program
- E. References as evidenced in XII. Submittals, Section E. (10%)
- F. Cost as evidenced in XII. Submittals, Section F. (40%)

EXHIBIT A

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease - Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
 - b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. Workers Compensation and Employer's Liability Coverage:
- The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.
3. All Coverages:
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

EXHIBIT B
FACILITY INFORMATION

A. Current Facilities

Below is a list of current Town of Flower Mound Facilities:

FACILITY	CLEANABLE SQUARE FOOTAGE
Town Hall (two story) 2121 Cross Timbers	38,000
Senior Center 2701 West Windsor	16,000
Central Fire Station 3838 Forums Drive (Public and Administrative areas only)	7,500
Fire Station # 2 4401 Shiloh Road (Public areas only)	1,200
Fire Station #3 2920 Tophill Lane (Public areas only)	1,100
Fire Station #4 4601 Bridlewood Boulevard (Public areas only)	650
Fire Station #5 800 Spinks Rd. (Public areas only)	650
Fleet Service Center 1101 Duncan Lane (Staff Areas Only)	5,000
Operations & Maintenance Facility (O&M) 201 Spinks Road	18,000
Wastewater Treatment Plant 1101 Duncan Lane	2,000
Library 3030 Broadmoor Lane	20,000
Community Activity Center 1200 Gerault Road	58,000
Animal Adoption Center 3950 Justin Road	8,500
Police & Court Building 4150 Kirkpatrick Lane	42,000
Total estimated cleanable square footage for current	217,400 square feet

B. Future Facilities

Future Town of Flower Mound Facilities may be added to the contract as construction of new facilities is completed. Before any locations are added to the contract, the contracted vendor(s) will be required to submit associated costs for each location to the Town of Flower Mound for approval/acceptance. The following facilities are scheduled for completion during the term of this contract:

1. Library Expansion (16,000 additional cleanable square footage) (April 2019 through October 2020).
As the building is expanded and the areas are turned over to the Town, the custodial services contractor will pick up cleaning in the new areas.
2. Fire Station # 7 (Public Areas Only) (2777 Skillern Blvd) (600 additional cleanable square footage)
Completion October 2020.
3. Fire Station # 6 (Public Areas Only) (Unknown cleanable square footage) Completion 2022.
4. Storage Warehouse (1102 Duncan Lane) (800 additional cleanable square footage) Completion
February 2020.

**ATTACHMENT A
BID PRICING WORKSHEET**

LOCATION #	TOTAL # OF EMPLOYEES WORKING PER LOCATION	TOTAL # OF HOURS WORKED PER DAY IN LOCATION	EMPLOYEE HOURLY RATE (\$) TO BE PAID FOR EMERGENCY CLEANINGS	TOTAL COST (\$) PER LOCATION PER WEEK (COST SHOULD INCLUDE ALL DAILY, WEEKLY, MONTHLY SERVICES)	TOTAL ANNUAL COST (\$) PER LOCATION (TOTAL COST PER LOCATION PER WEEK X 52 WEEKS)	COST (\$) FOR CARPET CLEANING PER SERVICE	Cost for Floor Wax, Strip & Seal Per Location Per service
Town Hall						Not Applicable	Not Applicable
Senior Center						Not Applicable	Not Applicable
Central Fire Station						Not Applicable	Not Applicable
Fire Station # 2						Not Applicable	Not Applicable
Fire Station # 3						Not Applicable	Not Applicable
Fire Station #4						Not Applicable	Not Applicable
Fire Station #5						Not Applicable	Not Applicable
Fleet Service Center						Not Applicable	Not Applicable
Operation & Maintenance Building						Not Applicable	Not Applicable
Wastewater Plant						Not Applicable	Not Applicable
Library						Not Applicable	Not Applicable
Community Activity Center						Not Applicable	Not Applicable
Animal Adoption Center						Not Applicable	Not Applicable
Police & Court Building						Not Applicable	Not Applicable
TOTAL ANNUAL AMOUNT				\$ _____		Total Annual Cost for All Locations Do not include amount for emergency cleanings	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1431, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
Signature of person doing business with the governmental entity Date		

Adopted 06/29/2007

Town of Flower Mound, Texas
Bid Certification Form
Bid No. 2019-50-A Best Value Bid for Custodial Services

Company Information

The following information must be provided in its entirety for your bid to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: _____

Addendums

If an addendum to this bid is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all bid items by the Town of Flower Mound, Texas, within the time frame indicated in this bid constitutes a contract.

The individual signing this bid certifies that he/she is a legal agent of the company, authorized to bid on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Signature _____ Date _____

Printed Name _____

Title _____

Email Address _____



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: April 15, 2019

FROM: Debra Wallace, Deputy Town Manager/CFO *DW*

ITEM: Consider approval of a contract with Sawko & Burroughs, P.C. for the collection of outstanding Class C misdemeanor capias warrants and delinquent municipal fines, utility bills and miscellaneous receivables, and authorization of Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Staff was requested to conduct a review of the current collection services contract and options for outstanding Class C misdemeanor capias warrants and delinquent municipal fines, utility bills and miscellaneous receivables. This contract does not include the collection of delinquent property taxes.

A Request For Proposal (RFP) was completed with bids being received from Sawko & Burroughs, P.C. (Sawko), Linebarger, Attorneys at Law (Linebarger), and Perdue, Brandon, Fielder, Collins & Mott, LLP (Perdue).

The evaluation committee (Committee) was comprised of the Deputy Town Manager/CFO, Executive Director of Financial Services, the Director Financial Services, the Director of Treasury Operations, the Municipal Court Administrator and the Utility Account Manager. The Committee recommends the award of the contract to Sawko based on the evaluation criteria as displayed in the following matrix:

	Sawko	Linebarger	Perdue
Qualifications as evidenced in Specifications – 25%	24	22	22
Collection Procedures - 20%	18	15	16
Collection Staffing & Systems - 20%	17	17	17
Experience with similar customers, references - 20%	17	17	17
Recovery Rate - 15%	11	13	14
	87	84	86

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Council may approve or deny entering into the contract. If denied, the submittal of outstanding items will be delayed while other suitable agencies are researched.

FISCAL IMPACT: A 30% fee will be assessed to the defendant in addition to outstanding fines and fees. All other receivables will be assessed a 20% fee to the amount outstanding. This fee will be payment to Sawko for services provided.

LEGAL REVIEW: This contract was approved in the past by Taylor, Olson, Adkins, Sralla, & Elam L.L.P. No alteration to the legal content of this form document was made in preparation of this document.

ATTACHMENTS:

1. Draft contract

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

CONTRACT

This contract is made and entered into by and between Sawko & Burroughs, P.C., hereinafter called "Agency" and the Town of Flower Mound, a political subdivision of the State of Texas, hereinafter called "Town", as the award of RFP No. 2019-79-B for collection services.

WHEREAS, Town has certain outstanding Class C misdemeanor capias warrants and delinquent municipal fines, primarily for traffic offenders, delinquent utility bills, in addition to, miscellaneous delinquent accounts receivable;

WHEREAS, Agency is engaged in the business of collecting unpaid receivables on behalf of local governmental entities; and

WHEREAS, Town is desirous of securing the services of Agency in order to assist Town in collecting said warrants, citations, utility bills and miscellaneous accounts receivable;

NOW THEREFORE, in consideration of the premises and covenants herein contained, Agency and Town hereby agree to the following:

1. Town agrees that Agency is retained to collect outstanding capias warrants, delinquent municipal fines, utility bills and other accounts receivable (hereinafter "accounts") and that Agency is authorized to research, communicate with and, subject to the provisions hereof, take legal action to enforce collection of accounts turned over to Agency by Town.
2. Town agrees to turn over for collection by Agency, in a form and content to be mutually agreed upon, unpaid accounts that Town in its sole discretion may, from time to time, elect to turn over to Agency for collections enforcement. Town shall thereafter provide all reasonably necessary account information to support Agency in its collections efforts on behalf of Town upon request.
3. Agency will use its reasonable best efforts to assure that all monies collected will be paid directly to and/or made payable to the order of the Town. Town will provide a monthly statement of amounts collected and shall further provide updates of the remaining unpaid balances of accounts turned over to Agency upon reasonable request of Agency.
4. Agency will prepare reports summarizing the status of collection enforcement activity on accounts turned over to Agency monthly to the Town.
5. Agency will provide updated information as a result of skip-tracing efforts on a bi-monthly basis.
6. As its compensation Agency will assess a fee equal to thirty percent (30%) for outstanding capias warrants and delinquent municipal fines and twenty percent (20%) of the total amount due on each account for utility bill and miscellaneous receivable turned over to Agency, or reasonable attorney fees in an amount that Agency shall set and expressly provided to Town for, each account over and above amounts otherwise due Town as authorized by law. Said fee shall be in addition to the amount otherwise due to Town and due only upon collection by Town payable to Agency on a monthly basis.
7. Town may in its discretion provide for reasonable partial payments to be made toward clearance of accounts turned over to Agency. Partial payments shall be apportioned pro rata toward the balance due the Town and to Agency.
8. Agency shall consult with Town prior to filing lawsuit.

9. Agency shall promptly apprise Town of any errors, double assessments or other discrepancies discovered by Agency affecting accounts turned over to Agency. Town shall notify Agency of substantive changes in any account that may affect Agency's collections efforts regarding such account.
10. The parties hereto agree that Agency representing the Town in the collection of unpaid criminal fines, utility bills and other unpaid receivables and will indemnify and hold the Town, its officers and employees harmless from any and all claims, losses, liabilities, damages and expenses, including reasonable attorney fees and expenses arising from or alleged to rise from acts of Agency or its employees. Town shall give Agency written notice of any claim associated with the performance of this contract within ten (10) days after receipt by the Town of notice of any claims or complaints within ten (10) days after receipt by the Agency of notice of any claims or complaints.
11. This Contract shall be in effect and shall continue from date of adoption by Town for a period of five (5) years terminating on April 15, 2024. Either party may terminate this Contract within thirty (30) days by providing a written notice of termination of this Contract, with or without cause.
12. Notice shall be deemed given by either party to this Contract when personally delivered or five (5) days after deposit in the U.S. Mail postage prepaid, certified or registered, return receipt requested, addressed to other party at the address set for below:

If to Agency: Sawko & Burroughs, P.C.
 1172 Bent Oaks Drive
 Denton, Texas 76210

If to Town: Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

Such address may be changed at any time by notice as herein provided.

13. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas and venue shall be in Denton County, Texas. If any provision hereof shall be deemed unenforceable by a competent Court at law or by agreement of the parties hereto, all other provisions hereof shall continue in full force and effect.
14. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and shall not be amended or modified without the express written consent of both parties hereto.

EXECUTED THIS THE _____ DAY OF _____, 2019

Sawko and Burroughs, P.C.

Town of Flower Mound

 Mark A. Burroughs

 Mayor Steve Dixon

 Gregory J. Sawko



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: April 15, 2019

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of Memo of Understanding between the Town of Flower Mound and the Town of Northlake to allow Flower Mound Animal Services to provide limited animal services for the Town of Northlake.

BACKGROUND INFORMATION: The Town of Northlake has requested temporary assistance from the Town of Flower Mound to provide animal services that include housing lost, found, abandoned and surrendered animals. The animals will be provided the care and services that are currently provided to Flower Mound animals. Current Town of Flower Mound Animal Services protocol will apply, inclusive of taking ownership of the animal five days after arrival if unclaimed, then being eligible for adoption, rehoming, or euthanization if the animal is deemed aggressive or terminally ill. Flower Mound Animal Services will perform these services for the nominal fees listed in the agreement to cover the Town's expenses. This temporary one-year agreement that will begin on April 16, 2020, and provide parties an option to renew.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The alternative is to not approve this temporary agreement and require the Town of Northlake to seek animal control services elsewhere.

FISCAL IMPACT: Based on previous years' data provided by Northlake, it is estimated that during the time of the initial agreement, we will service approximately 12 animals at \$50 and dispose of 12 deceased animals at \$25.

Proposed Expenditure/(Revenue):

(\$900)

Account Number(s):

100-4605

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

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

ATTACHMENTS:

1. Memo of Understanding

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

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL FACILITY SERVICES

This Interlocal Agreement for Animal Control Facility Services (“Agreement”) is made and entered into by and between the Town of Flower Mound, Texas (“Flower Mound”), and the Town of Northlake, Texas (“Northlake”). Flower Mound and Northlake may sometimes hereafter be referred to collectively as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, Flower Mound and Northlake represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Flower Mound operates Animal Control Facility Services for the purpose of reducing general animal control problems in Flower Mound; and

WHEREAS, Northlake currently has a need for certain Animal Control Facility Services and is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both Flower Mound and Northlake find it mutually desirable to enter into this Agreement.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

“Animal Control Facility Services” shall mean the services provided by Flower Mound to Northlake, including: (1) the humane housing and disposal of (via adoption or otherwise) animals found in or surrendered to Northlake; and (2) the humane housing and disposal of deceased domestic animals found in or surrendered to Northlake in accordance with Flower Mound policies and procedures.

“Animal Center” shall mean the facility known as the Flower Mound Animal Control and Adoption Center currently located at 3950 Justin Road, Flower Mound, Texas 75028.

Any word or phrases not specifically defined herein shall have as its ordinary and commonly understood meaning.

ARTICLE 2. FLOWER MOUND'S OBLIGATIONS

2.1 Flower Mound agrees to provide Animal Control Facility Services to Northlake in accordance with the terms of this Agreement.

2.2 The parties understand and agree that Flower Mound will not dispatch an animal control officer in response to a call from a resident of Northlake. All reports of and calls related to animal control issues from residents of Northlake shall be directed to Northlake.

2.3 Flower Mound agrees to follow all procedures and protocols outlined in the Flower Mound Police Department Standard Operating Procedures Manual including, but not limited to, eligibility for adoption or rehoming of certain animals and any disposal of deceased animals housed in or transported to the Animal Center.

2.4 To the extent permitted by law, and as provided by the Texas Public Information Act, Texas Government Code, Ch. 552, as amended, Flower Mound agrees to keep confidential any rabies vaccination certificate information provided by Northlake.

2.5 Notwithstanding any other term of this Agreement to the contrary, Flower Mound will have the right to refuse to provide the Animal Control Facility Services in the event that Flower Mound, in its sole discretion, determines that it does not or will not have the resources to provide the Animal Control Facility Services, or that performing the Animal Control Facility Services would be detrimental to Flower Mound, its representatives, the Animal Center, or the other animals at the Animal Center. The parties specifically understand and agree that each party shall reasonably assist the other party in the event that a facility is found in Northlake that violates Chapter 820 of the Texas Occupations Code, known as the Dog or Cat Breeders Act (the "Act"). In the event a facility is found that violates the Act, the parties agree to seek assistance from other area animal shelters or animal centers to prevent overpopulation of the Animal Center.

ARTICLE 3. NORTHLAKE'S OBLIGATIONS

3.1 Northlake will be responsible for all animal control services within the Town limits of Northlake, including but not limited to, the transport of all captured animals (living or deceased) to the Animal Center, except for the Animal Control Facility Services specifically defined herein.

3.2 The parties understand and agree that Northlake will be responsible for all aspects of the quarantine process for any animal required to be quarantined pursuant to any applicable state law or rule. Northlake understands and agrees that Flower Mound will not accept any animal that is required to be quarantined pursuant to state law or rule.

3.3 Northlake understands and agrees that all transports to the Animal Center shall occur during the regular business hours of the Animal Center: Monday through Friday 9:00 am - 5:00 pm, Saturday 10:00 am – 3:00 pm. Transports to the Animal Center on Sundays and Flower Mound Holidays (dates for Flower Mound Holidays will be provided to Northlake) shall occur between 08:00 am - 3:00 pm. Transports to the Animal Center on Sundays and Flower Mound

Holidays shall occur only after Northlake calls the Flower Mound non-emergency communications number ((972) 539-0525) to notify Flower Mound staff of the requested drop off and only after an agreement has been made between the parties as to a mutually agreeable time for the drop off. Northlake agrees to take animals to the front door lobby entrance of the Animal Center unless other arrangements are made with Flower Mound staff for the location of drop off.

3.4 Northlake agrees to receive all calls for Animal Control Facility Services or any other animal control related service from its citizens to determine if Animal Control Facility Services are needed. Northlake shall not direct or advise citizens to call Flower Mound for Animal Control Facility Services any other animal control related service.

3.5 Northlake understands and agrees that Flower Mound will follow all procedures and protocols outlined in the Flower Mound Police Department Standard Operating Procedures Manual including, but not limited to, eligibility for adoption or rehoming of certain animals and any disposal of deceased animals housed in or transported to the Animal Center.

3.6 Northlake shall fully cooperate with Flower Mound in the provision of Animal Control Facility Services, including but not limited to, furnishing: any and all information in its possession about the ownership of an animal, including rabies vaccination certificates maintained by any department of Northlake; any history of the animal; and the name and address of any person believed to own an animal which Northlake has transported to Flower Mound to house or dispose of. Northlake shall complete an impound form for impounded animals and/or a dead animal form for each animal transported to the Animal Center on the forms attached hereto as Exhibits "A" and "B." The forms shall include notes regarding when and where the animal was found and shall include detailed notes regarding temperament or observed medical issues related to the animal. Upon completion of the appropriate form(s), Flower Mound will take possession of the live animal or double bagged deceased animal and will provide Northlake a copy of the form(s).

3.7 In the event that Northlake takes possession of a severely injured animal and Northlake is unable to locate an owner, Northlake agrees to seek veterinary medical treatment or euthanization from an entity other than Flower Mound. If no veterinarians are available, Northlake may request the animal be euthanized by Flower Mound if euthanization is authorized pursuant to Flower Mound policies and procedures. **Northlake shall take full responsibility for any decision to euthanize an animal transported to the Animal Center, and shall provide written or electronic communication of such euthanization request to Flower Mound.** In the event an animal transported to the Animal Center by Northlake is found to have medical issues requiring services to exceed \$50.00, Northlake will be contacted to assume financial responsibility and to determine a course of action for said animal.

3.8 Northlake will be responsible for filing all criminal or civil charges, in the appropriate court, for any violations of applicable rules and regulations or for any violations of state law, at the sole discretion of Northlake.

3.9 Northlake agrees to follow all regulations, protocols, and procedures of Flower Mound concerning Animal Control Facility Services and hereby adopts all applicable Flower

Mound protocols and procedures to the extent required for Flower Mound to perform the Animal Control Facility Services.

ARTICLE 4. CONSIDERATION AND FEES

4.1 Northlake agrees to pay Flower Mound in accordance with the follow fee schedule for Animal Control Facility Services:

4.1.1 \$50.00 per live animal transported to the Animal Center

4.1.2 \$25.00 per deceased animal transported to the Animal Center

4.2 Northlake agrees that Flower Mound may charge, or cause to be charged, the fees set out in Flower Mound's Code of Ordinances, as amended, to the owners of animals transported to the Animal Center by Northlake for impoundment, quarantine, and boarding, as well as veterinary bills and other fees that are due. If an animal's owner pays the fees incurred by Flower Mound, then Flower Mound will not charge Northlake for the fees; however, in the event the fees are not paid by the owner of the animal, Northlake will be responsible for the fees. A check written by an owner in payment of fees is considered a contingent payment, and if the check is dishonored, the check will not be considered payment.

4.3 Flower Mound will provide Northlake with an itemized bill monthly, and Northlake agrees to promptly pay such bills within 30 days of receipt.

ARTICLE 5. REPORTS

Flower Mound shall provide to Northlake, upon request, a copy of any report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. Flower Mound shall also render to Northlake at reasonable intervals, such reports and accounting as Northlake from time to time may require; provided however, if such request becomes burdensome, Flower Mound may invoice for the cost of preparation of such reports.

ARTICLE 6. TERM, TERMINATION, AND RENEWAL

6.1 Term and Renewal. This Agreement shall be effective from the full execution of this Agreement by the parties and continuing thereafter for one (1) year from the date of execution. The date of execution shall be the latest date that the Agreement is executed by either party. This Agreement may be automatically renewed thereafter for additional one (1) year terms unless notice is provided by either party at least thirty (30) days prior to the automatic renewal date that the Agreement shall not automatically renew.

6.2 Termination. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party. All costs and liabilities incurred by Flower Mound on behalf of Northlake prior to the termination shall be the responsibility of the Northlake.

ARTICLE 7. LIABILITY

7.1 Responsibility for Claims. The parties agree, to the extent authorized by law and without waiving any immunity, right, protection, or defense to which a party may be entitled, that each party shall only be responsible for any claims for damages, costs, and expenses to a person or persons or property arising from or caused by the act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission, but only to the extent the party would otherwise be liable under law.

7.2 Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 8. INDEPENDENT CONTRACTOR

Flower Mound shall be responsible for the Animal Control Facility Services contemplated under this Agreement. Flower Mound shall supply all materials, equipment, tools, and labor required for or reasonably incidental to the performance of Animal Control Facility Services. Flower Mound shall have ultimate control over the execution of the Animal Control Facility Services under this Agreement. Flower Mound shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees necessary to perform the Animal Control Facility Services.

ARTICLE 9. GENERAL PROVISIONS

9.1 Severability. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

9.2 Multiple Originals. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

9.3 Authorization. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

9.4 Governing Law and Venue. The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Denton County, Texas.

9.5 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

9.6 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Flower Mound, to: Town of Flower Mound, Texas
Attn: Police Chief
2121 Cross Timbers Road
Flower Mound, Texas 75028

If intended for Northlake, to: Town of Northlake, Texas
Attn: Police Chief
1500 Commons Circle; Suite 300
Northlake, TX 76226-1598

9.7 Waiver. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

9.8 Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

TOWN OF NORTHLAKE, TEXAS



Drew Corn, Town Administrator

Date: April 11, 2019

TOWN OF FLOWER MOUND, TEXAS

Steve Dixon, Mayor

Date: _____



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT AGENDA ITEM

DATE: April 15, 2019

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of an ordinance amending Chapter 6, Article I, "In General," to establish the definition of certain defined terms and amending Article V, "Dangerous Animals" in its entirety; providing this ordinance shall be cumulative of all ordinances; providing a penalty for violation of the code of ordinances of the Town of Flower Mound, Texas.

BACKGROUND INFORMATION: Article V in the Code of Ordinance regarding Dangerous Animals was last revised in 1989. The updates will bring the code in line with current state law, common municipal practices, and allow the town's municipal court judge to make determination on dangerous animal hearings. In addition, the revisions will allow for an appeal process through the county courts.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS BY AMENDING CHAPTER 6, "ANIMALS," ARTICLE I, "IN GENERAL," TO ESTABLISH THE DEFINITION OF CERTAIN DEFINED TERMS AND AMENDING ARTICLE V, "DANGEROUS ANIMALS," IN ITS ENTIRETY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality 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 has previously adopted certain regulations related to dangerous animals in the town; and,

WHEREAS, the Town Council now desires to update and amend those regulations to effectively regulate dangerous animals in the town; and,

WHEREAS, the Town Council finds and determines that these regulations should be amended as set out herein and that the regulations proposed are in the best interest of and are necessary to protect the health, safety, and general welfare of the citizens of the Town and the general public;

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

SECTION 1

That Chapter 6, "Animals," Article I, "In General," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by amending section 6-1, "Definitions," to amend or establish the definitions of the following terms to read as follows:

"Animal control authority" means the animal control department for the Town of Flower Mound, Texas.

Dangerous animal means an animal, other than a dog, that:

- (1) makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or

- (2) commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosures on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a person or to another animal.

Dangerous dog means a dog that:

- (1) makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or
- (2) commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosures on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a person or to another animal.

Municipal court means the Town of Flower Mound Municipal Court of Record.

Secure enclosure means a fence or structure, being securely enclosed and locked, having four sides, a top attached to the sides, and a bottom that is either attached to the sides or constructed so that the sides of the structure are embedded in the ground no less than two feet, and having signs posted on all sides warning of the presence of a dangerous dog or dangerous animal with three-inch letters, that is suitable to confine and prevent the escape of a dangerous dog or dangerous animal and prevent any unauthorized entry.

Serious bodily injury means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.”

SECTION 2

That Chapter 6, “Animals,” Article V, “Dangerous Animals,” of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended in its entirety to read as follows:

“ARTICLE V. DANGEROUS ANIMALS

DIVISION 1. – DANGEROUS DOGS AND DANGEROUS ANIMALS

Sec. 6-161. Filing of incident report.

(a) Any person may report an incident involving an animal that is believed to be a dangerous dog or dangerous animal to the municipal court. The report must be in writing and made under oath, and the report must include the following:

- (1) Name, address, and telephone number of complainant and other witnesses;
- (2) Date, time, and location of the incident forming the basis of the report;
- (3) Description of the animal(s) involved in the incident;
- (4) Name, address, and telephone number of the animal owner, if known;
- (5) A statement of facts upon which such report or application is based;
- (6) A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
- (7) Any other relevant facts or circumstances; and
- (8) A Texas state notary stamp and signature.

(b) Upon receipt of a report filed under this section, the municipal court shall forward the report to the animal control authority for investigation. The animal control authority, upon receipt of a report filed under this section, shall investigate the report and may issue sworn reports based on the animal control authority's investigation or observation. The animal control authority shall file any sworn reports and any other information obtained through the investigation with the municipal court.

(c) The town hereby elects, for purpose of ensuring compliance with the requirements of state law, to be governed by Section 822.0422, Texas Health and Safety Code.

Sec. 6-162. Determination that animal is dangerous.

(a) Upon the filing of an incident report under section 6-161, the municipal court shall send notice of the filing of the report to the owner of the animal that is the subject of the report.

(b) Upon the filing of an incident report under section 6-161, the municipal court shall issue a warrant authorizing the seizure of the animal. The animal control authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions. The animal control authority shall provide a copy of the incident report filed with the municipal court to the owner at the time the animal is seized under this section. After a hearing under section 6-166, the owner may be ordered to pay any cost or fee assessed by the town related to

the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the town may prescribe the amount of the fees. The animal shall remain impounded pending an order of disposition from the municipal court.

(c) The municipal court shall determine, after notice and a hearing as provided in section 6-166, whether the animal is a dangerous dog or dangerous animal.

(d) If the municipal court determines that the animal is a dangerous dog or dangerous animal, the municipal court shall order that the owner comply with the requirements of section 6-164. The municipal court shall order that the owner of the animal comply with subsections (a)(1)-(9) of section 6-164 within thirty (30) days of the date of the order and that the animal control authority shall continue to impound the animal in secure and humane conditions until the owner complies with subsections (a)(1)-(9) of section 6-164, at which time the animal shall be released to the owner. The municipal court shall further order that the owner shall comply with subsections (a)(10)-(11) of section 6-164 and any other applicable regulations, requirements, and restrictions on dangerous dogs or dangerous animals within thirty (30) days of release of the animal to the owner. The municipal court may also order the owner of the dangerous dog or dangerous animal to pay all costs or fees assessed by the town related to the seizure, acceptance, impoundment, and destruction of the dangerous dog or dangerous animal. If the owner does not provide proof of compliance with subsections (a)(1)-(9) of section 6-164, the animal shall remain impounded until the municipal court orders disposition of the animal under section 6-165 and the animal is returned to the owner or destroyed.

(e) If the municipal court finds that the animals is not a dangerous dog or dangerous animal, the municipal court shall order that the animal control authority immediately release the dangerous dog or dangerous animal to the owner, and the owner shall not be responsible for the costs of seizure or impoundment of the dangerous dog or dangerous animal.

Sec. 6-163. Knowledge of a dangerous dog or dangerous animal.

For purposes of this division, a person learns he or she is the owner of a dangerous dog or a dangerous animal and is subject to the requirements in section 6-164 upon the occurrence of any of the following:

- (1) the owner is aware of an incident that would make the animal a dangerous dog or dangerous animal; or
- (2) the owner is notified, either in open court or in writing, by the municipal court that the court has determined that the animal is a dangerous dog or dangerous animal.

Sec. 6-164. Requirements of a dangerous dog or dangerous animal.

(a) Not later than the 30th day after a person learns that the person is the owner of a dangerous dog or dangerous animal, or within the timeframe ordered by the municipal court, the person shall:

- (1) Register the animal with the animal control authority and maintain current registration at all times;
- (2) Provide and maintain a secure enclosure for the animal, in compliance with all of the requirements of this division, that is inspected and approved by the animal control authority;
- (3) Post signs giving notice of the dangerous dog or dangerous animal so that they are prominently displayed on all entries onto the property where the animal is being kept, including gates to a yard or fenced area of the property and the front door of any dwelling on the property;
- (4) Secure all gates to a yard or fenced area on the property where the animal is being kept with a padlock and keep all gates locked at all times, except when in use for entering or exiting the property;
- (5) Not permit the animal to be outside the secure enclosure unless the animal is muzzled, in a manner that will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any person or animal, and is restrained by a substantial chain or leash, no longer than six feet in length, with a capable person in immediate physical control of the leash;
- (6) Obtain and maintain liability insurance coverage that includes coverage for animal attacks on people or animals in an amount of at least \$100,000.00 to cover damages resulting from an attack by the animal and provide proof of the required liability insurance coverage to the animal control authority;
- (7) Provide the following to the animal control authority: (i) the name and address of the owner; (ii) the breed, age, sex, color, and any other identifying marks of the animal; (iii) the location where the animal is to be kept if not at the address of the owner; and (iv) two color photographs of the dangerous dog or dangerous animal;
- (8) Provide the animal with a fluorescent orange collar visible at 50 feet in normal daylight;
- (9) Pay any cost or fee assessed by the town in the amount set by the town council that is related to the seizure, acceptance, impoundment, compliance inspection or re-inspection, or destruction of the animal;

- (10) Microchip the animal and register the animal for its life with a national registry, and present proof of the registration to the animal control authority;
- (11) Present proof to the animal control authority that the animal has been sterilized so as to prevent reproduction;
- (12) Comply with all other applicable regulations, requirements, and restrictions on dangerous dogs or dangerous animals.

(b) If the owner of a dangerous dog or dangerous animal fails to comply with subsection (a), the person shall deliver the animal to the animal control authority and the animal control authority shall provide for the impoundment of the animal in humane and secure conditions.

(c) Once in compliance with subsection (a), the owner of a dangerous dog or dangerous animal shall maintain compliance with subsection (a) at all times thereafter.

Sec. 6-165. Failure to comply.

(a) Any person may make a sworn application to the municipal court that the owner of a dangerous dog or dangerous animal has failed to comply with section 6-164(a) or that a dangerous dog or dangerous animal has attacked and caused bodily injury to a person or another animal. Upon the filing of a sworn application under this section, the municipal court shall schedule a hearing on the application in accordance with section 6-166.

- (b) A sworn application under this section must include:
 - (1) Name, address, and telephone number of complainant and other witnesses;
 - (2) Date, time, and location of the incident forming the basis of the report;
 - (3) Description of the animal(s) involved in the incident;
 - (4) Name, address, and telephone number of the animal owner, if known;
 - (5) A statement of facts upon which the application is based;
 - (6) A statement addressing whether the animal has exhibited dangerous propensities in past conduct, if known;
 - (7) Any other relevant facts or circumstances; and
 - (8) A Texas state notary stamp and signature.

(c) Upon the filing of a sworn application under this section, the municipal court shall order the animal control authority to seize the dangerous dog or dangerous animal and shall issue a warrant authorizing the seizure. The animal control authority shall seize the dangerous dog or dangerous animal or order its seizure and shall provide for the impoundment of the dangerous dog or dangerous animal in secure and humane conditions. The owner may be ordered to pay any cost or fee assessed by the town related to the seizure, acceptance, impoundment, or destruction of the dangerous dog or dangerous animal. The governing body of the town may prescribe the amount of the fees. The dangerous dog or dangerous animal shall remain impounded pending an order of disposition from the municipal court.

(d) The municipal court shall determine, after notice and a hearing as provided in section 6-166, whether the owner of a dangerous dog or dangerous animal has failed to comply with section 6-164(a) or whether a dangerous dog or dangerous animal has attacked and caused bodily injury to a person or another animal.

(e) If, after a hearing on an application filed under this section, the municipal court finds that the owner of the dangerous dog or dangerous animal has failed to comply with section 6-164(a) or that the dangerous dog or dangerous animal has attacked and caused bodily injury to a person or another animal, the municipal court shall order the animal control authority to humanely destroy the dangerous dog or dangerous animal, that the dangerous dog or dangerous animal be permanently removed from the town, or that the dangerous dog or dangerous animal be returned to the owner upon proof of compliance with all of the requirements of section 6-164(a). No dangerous dog or dangerous animal shall be ordered returned to its owner more than one time. The court may also order the owner of the dangerous dog or dangerous animal to pay all costs or fees assessed by the town related to the seizure, acceptance, impoundment, and destruction of the dangerous dog or dangerous animal due to the sworn complaint filed under this section.

(f) If, after a hearing on an application filed under this section, the municipal court finds that the owner of the dangerous dog or dangerous animal has not failed to comply with section 6-164(a) and that the dangerous dog or dangerous animal has not attacked and caused bodily injury to a person or another animal, the municipal court shall order that the animal control authority immediately release the dangerous dog or dangerous animal to the owner, and the owner shall not be responsible for the costs of seizure or impoundment of the dangerous dog or dangerous animal due to the sworn complaint filed under this section.

(g) A dangerous dog or dangerous animal ordered to be humanely destroyed or permanently removed from the town shall remain impounded until the dangerous dog or dangerous animal is humanely destroyed or until the owner reclaims the dangerous dog or dangerous animal under section 6-170(a).

(h) If the owner of a dangerous dog or dangerous animal seized due to a sworn application filed under this section cannot be located within 15 days after the seizure and impoundment of the dangerous dog or dangerous animal, the dangerous dog or dangerous animal shall be considered abandoned and the town shall be deemed the owner of the dangerous dog or dangerous animal. The court shall order the humane destruction of a dangerous dog or dangerous animal abandoned under this section upon application of the animal control authority, without a hearing.

Sec. 6-166. Hearing.

(a) The municipal court, on receiving a report under section 6-161(a) or a sworn application under section 6-165(a), shall set a time for a hearing to make its determination. A hearing under this section must be held not later than the tenth day after the date on which the animal is seized or delivered to the animal control authority.

(b) The court shall give written notice of the time and place of the hearing to:

- (1) The owner of the animal or the person from whom the animal was seized or who delivered the animal to the animal control authority;
- (2) The person who made the report or filed the application; and
- (3) The animal control authority.

(c) Any interested party, including the town attorney, is entitled to present evidence at the hearing.

(d) At a hearing under this section, the municipal court shall determine the estimated costs to house and care for the impounded animal during any appeal process and shall set the amount of bond for an appeal adequate to cover those estimated costs.

(e) An owner or the person who made the report or filed the application may appeal the decision of the municipal court at a hearing under this section in the manner described by section 6-167.

(f) An animal that is the subject of a proceeding under this division shall remain impounded throughout the pendency of any appeal of a determination or order under this division.

Sec. 6-167. Appeal.

(a) A party to a hearing on a report filed under section 6-161(a) or a hearing on an application filed under section 6-165(a) may appeal the decision to a county court or county court at law in the county in which the municipal court is located and is entitled to a jury trial on request.

(b) As a condition of perfecting an appeal, not later than the tenth calendar day after the date the decision is issued by the municipal court, the appellant must file a notice of appeal and, if applicable, an appeal bond in the amount determined by the municipal court from which the appeal is taken.

(c) Notwithstanding V.T.C.A., Government Code § 30.00014, or any other law, a person filing an appeal from a municipal court under subsection (a) is not required to file a motion for a new trial to perfect an appeal.

(d) Notwithstanding any other law, a county court or a county court at law has jurisdiction to hear an appeal filed under this section.

(e) A decision of a county court or county court at law under this section may be appealed in the same manner as an appeal for any other case in a county court or county court at law.

(f) Notwithstanding any other law or local regulation, a dangerous dog or dangerous animal shall not be destroyed during the pendency of an appeal under this section.

Sec. 6-168. Notices.

All required notices under this division shall be personally delivered or deposited with the United States Postal Service, sent certified mail, return receipt requested. When the town mails a notice in accordance with this section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

Sec. 6-169. Registration.

(a) The animal control authority shall annually register a dangerous dog or dangerous animal, after an inspection of the property where the animal will be kept, if:

- (1) The property where the animal will be kept complies with all the requirements contained in section 6-164(a);
- (2) The owner presents proof satisfactory to the animal control authority showing compliance with all the requirements contained in section 6-164(a);
- (3) The owner presents proof of current rabies vaccination of the dangerous dog or dangerous animal, if required by this chapter; and
- (4) The owner pays the annual registration fee of \$100.00.

(b) The animal control authority shall provide to the owner registering a dangerous dog or dangerous animal a registration tag. The owner of the dangerous dog or dangerous animal shall attach the current registration tag to the yellow fluorescent collar that is worn by the dangerous dog or dangerous animal. The current registration tag shall be displayed on the dangerous dog or dangerous animal in this manner at all times. The registration of a dangerous dog or dangerous animal shall be valid for one year from the date of issuance.

(c) The animal control authority shall perform an annual inspection of the property where a dangerous dog or dangerous animal is being kept to ensure that the owner and the property is in compliance with all of the requirements contained in section 6-164(a).

(d) If an owner of a dangerous dog or dangerous animal sells or moves the dangerous dog or dangerous animal to a new address, whether in the town or not, the owner, not later than the tenth day after the date of the sale or move, shall notify the animal control authority of the new address.

(e) If the owner of a dangerous dog or dangerous animal sells or gives a dangerous dog or dangerous animal to another person, the owner shall notify the other person at the time of the sale or gift that the animal has been determined to be a dangerous dog or dangerous animal.

(f) A person who buys or receives a dangerous dog or dangerous animal and continues to keep the animal in the town must register the animal within ten days after receiving the animal. The new owner shall be issued a registration tag upon compliance with the requirements of subsection (a).

(g) An owner of a dangerous dog or dangerous animal shall notify the animal control authority of any attack the dangerous dog or dangerous animal makes on a person or another animal no later than five days after the attack.

(h) An animal, which has been deemed dangerous in another jurisdiction, shall not be maintained, kept, or harbored in the town.

(i) In the event a dangerous dog or dangerous animal dies, the owner of the animal shall provide proof to the animal control authority or present written verification by a licensed veterinarian sufficient to verify the identity of the deceased animal as a dangerous dog or dangerous animal.

Sec. 6-170. Dangerous dog or dangerous animal ordered removed from the town.

(a) The owner of a dangerous dog or dangerous animal that is ordered to be permanently removed from the town must provide to the animal control authority the plan for removal of the dangerous dog or dangerous animal from the town and the

name, address, and phone number for the place where the dangerous dog or dangerous animal will be relocated outside of the town before the dangerous dog or dangerous animal will be released to the owner. Upon receipt of the required information, the animal control authority shall release the dangerous dog or dangerous animal to the owner to be removed from the town. A dangerous dog or dangerous animal ordered to be removed from the town under this division must be removed from the town within ten days of the date of the order.

(b) If the owner does not provide the information required by subsection (a) to the animal control authority and reclaim the dangerous dog or dangerous animal within ten days of the order of the municipal court of the town, the dangerous dog or dangerous animal shall be deemed abandoned by the owner and the town shall be deemed the owner of the dangerous dog or dangerous animal. Upon application by the animal control authority, without a hearing, the court shall order that a dangerous dog or dangerous animal deemed to be abandoned under this subsection be humanely destroyed.

(c) It shall be unlawful for a person to harbor, keep, or have possession of a dangerous dog or dangerous animal previously ordered to be removed from the town under this division within the corporate limits of the town.

(d) The animal control authority or any officer enforcing this division shall seize any dangerous dog or dangerous animal that has been previously ordered to be removed from the town and is found to be at any location within the corporate limits of the town. Upon seizure, the animal control authority shall provide for the impoundment of the dangerous dog or dangerous animal in humane and sanitary conditions.

(e) Upon application by the animal control authority, without a hearing, the court shall order that a dangerous dog or dangerous animal that was previously ordered to be removed from the town and later found to be in the town be humanely destroyed.

Sec. 6-171. Secure Enclosure

(a) A secure enclosure for a dangerous dog or dangerous animal under this division must comply with the requirements of this section.

(b) A dwelling may serve as a secure enclosure under this division. If a dwelling is the secure enclosure under this division, all entries to the dwelling, including doors and garage doors, must have a sign posted in a conspicuous location warning of the presence of the dangerous dog or dangerous animal, and the front door of the dwelling must be locked at all times, except when in use for entering or exiting the dwelling.

(c) If a secure enclosure is separate from a dwelling, all entrances to the secure enclosure must be locked with a padlock at all times, except when in use to enter or exit the secure enclosure.

Sec. 6-172. Nuisance declared.

It is hereby declared to be a nuisance that an owner or other person harbors, keeps, or maintains a dangerous dog or dangerous animal in the town unless the owner complies with the requirements of this division and, with respect to dogs, all state statutes regulating dangerous dogs.

Sec. 6-173. Offenses.

(a) A person commits an offense if the person is the owner of a dangerous dog or dangerous animal and the dangerous dog or dangerous animal makes an unprovoked attack on another person outside the animal's enclosure and causes bodily injury to the other person.

(b) A person commits an offense if the person is the owner of a dangerous dog or dangerous animal and the dangerous dog or dangerous animal makes an unprovoked attack on another animal while the dangerous dog or dangerous animal is outside the of its enclosure and the attack causes bodily injury or death to the other animal.

(c) A person commits an offense if the person is the owner of a dangerous dog or dangerous animal and performs an act prohibited or fails to perform an act required by this division.

(d) A person commits an offense if the person is the owner of a dangerous dog or dangerous animal and the animal attacks a person or another animal and the owner fails to notify the animal control authority within five days of the attack.

(e) An offense under subsection (a), (b), (c), or (d) is a class C misdemeanor punishable by a fine up to but not more than \$2,000.00. Each day that a violation is committed or continues is a separate offense.

(f) If a person is found guilty of an offense under this section, the court may order that the dangerous dog or dangerous animal be humanely destroyed immediately, that the dangerous dog or dangerous animal be permanently removed from the town, or that the dangerous dog or dangerous animal be returned to its owner upon proof of compliance with all of the requirements of section 6-164(a). If a person is found guilty of an offense under this section for a second time, the court may order that the animal be humanely destroyed immediately.

Sec. 6-174. Defenses.

(a) It is an affirmative defense to prosecution under section 6-173 that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal

with stray animals and has temporary ownership, custody, or control of the animal in connection with that position.

(b) It is an affirmative defense to prosecution under section 6-173 that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses the dog for law enforcement or corrections purposes.

(c) It is an affirmative defense to prosecution under section 6-173 that the person is a dog trainer or an employee of a guard dog company under V.T.C.A., Occupations Code ch. 1702.

(d) It is an affirmative defense to prosecution under section 6-173 that the person injured was teasing, tormenting, abusing, or assaulting the animal.

(e) It is an affirmative defense to prosecution under section 6-173 that the person injured was committing or attempting to commit a crime.

(f) It is an affirmative defense to prosecution under section 6-173 that the animal was protecting or defending a person, while in the person's control, from an unjustified attack or assault.

Secs. 6-175—6-180. Reserved.

DIVISION 2. – ANIMALS CAUSING DEATH OR SERIOUS BODILY INJURY

Sec. 6-181. Seizure of a dog or other animal causing death of or serious bodily injury to a person.

(a) The municipal court shall order the animal control authority to seize a dog or other animal and shall issue a warrant authorizing the seizure:

- (1) on the sworn complaint of any person, including the town attorney or a peace officer, that the dog or animal has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and
- (2) on a showing of probable cause to believe that the dog or animal caused the death of or serious bodily injury to the person as stated in the complaint.

(b) The animal control authority shall seize the dog or animal or order its seizure and shall provide for the impoundment of the dog or animal in secure and humane conditions until the municipal court orders the disposition of the dog or animal.

(c) A sworn complaint under this section must be filed in accordance with, and must include the required information set forth in, section 6-165(b) of this article.

Sec. 6-182. Hearing.

(a) The municipal court shall set a time for a hearing to determine whether the dog or other animal caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth day after the date on which the warrant is issued.

(b) The municipal court shall give written notice of the time and place of the hearing to:

- (1) The owner of the dog or animal or the person from whom the dog or animal was seized; and
- (2) The person who made the complaint.

(c) Any interested party, including the town attorney, is entitled to present evidence at the hearing.

(d) The municipal court shall order the dog or animal be destroyed if the municipal court finds that the dog or animal caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the municipal court shall order the dog or animal released to:

- (1) Its owner;
- (2) The person from whom the dog or animal was seized; or
- (3) Any other person authorized to take possession of the dog or animal.

(e) The municipal court may order the dog or animal destroyed if the municipal court finds that the dog or animal caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the municipal court shall order the dog or animal released to:

- (1) Its owner;
- (2) The person from whom the dog or animal was seized; or
- (3) Any other person authorized to take possession of the dog or animal.

(f) The municipal court may not order the dog or animal destroyed if the municipal court finds that the dog or animal caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

- (1) The dog or animal was being used for the protection of a person or a person's property, the attack, bite, or mauling occurred in an enclosure in which the dog or animal was being kept, and:
 - a. The enclosure was reasonably certain to prevent the dog or animal from leaving the enclosure on its own and provided notice of the presence of a dog or other animal; and
 - b. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred.
- (2) The dog or animal was not being used for the protection of a person or a person's property, the attack, bite, or mauling occurred in an enclosure in which the dog or animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;
- (3) The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the dog for law enforcement purposes;
- (4) The dog or animal was defending a person from an assault or a person's property from damage or theft by the injured person; or
- (5) The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the dog or animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.

Sec. 6-183. Destruction of dog or other animal.

The destruction of a dog or animal under this division must be performed by:

- (1) A licensed veterinarian;
- (2) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or
- (3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.

Sec. 6-184. Provocation or location of attack irrelevant.

Except as provided by subsection 6-182(f), this division applies to any dog or other animal that causes a person's death or serious bodily injury by attacking, biting, or

mauling the person, regardless of whether the dog or animal was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

Secs. 6-185 – 6-200. Reserved.”

SECTION 3

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 4

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine in accordance with Section 1-13 of the Code of Ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15TH DAY OF APRIL, 2019.

ORDINANCE NO. _____

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: April 15, 2019

FROM: David Bauer, Construction Manager

ITEM: **Consider approval of Change Order No. 4, for North Rock Construction, on the Heritage Park Phase IV project, in the amount of \$61,104.59; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: On February 7, 2018, bids were received and opened for the Heritage Park Phase IV project. North Rock Construction submitted the lowest qualified bid of the eight responding bidders at a base bid of \$1,309,937.41, with bid options totaling \$187,835.54, for a grand total of \$1,497,772.95.

Change Order No. 1 decreased the contract in the amount of \$219,405.50 to \$1,278,367.45.

Change Order No. 2 increased the contract amount from \$1,278,367.45 to \$1,318,128.09. It provided for installation of temporary fence, additional retaining wall clad with rock, relocation of main line irrigation and associated control valve wiring under the new parking lot, and removed quantities not needed on the east side trail and irrigation system components not required.

Change Order No. 3 increased the contract amount from \$1,318,128.09 to \$1,332,830.45. It provided for removing work associated with cutting slopes and terraces. It also provided: modification of the irrigation system, additional tree removal, addition of color matching the trails to the decorative mow strips in the low water crossing creek bank and grading/addition of crushed concrete so a walking surface could be maintained even during periods of wet weather.

Change Order No. 4 provides for additional work by adding handrails on the trail for safety, a slight overage in the disc golf allowance, adding and modifying the medallions for the entrance centerpiece, adding a shade roof plate on the trellis to match the splash pad cover, adding a low seat wall and significant landscaping to the splash pad, adding steps to the existing pavilion, adding a solar light kit to the kiosk and installing all of the sculptures provided by others in various areas throughout the park. If approved this change order will increase the contract amount from \$1,332,830.45 to \$1,393,935.04.

FISCAL IMPACT: \$61,104.59

Proposed Expenditure/(Revenue):	Account Number(s):
\$61,104.59	317-110-90708

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 4

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

CHANGE ORDER

Effective Date: Effective on the date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: North Rock Construction, LLC
525 South Loop 288 Suite 105
Denton, Texas 76205

Project: Heritage Park Phase IV

CHANGE ORDER NO. 4

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:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
CO4-A	Handrails at South Entrance	ADD	50	LS	\$48.00	\$2,400.00
CO4-B	Stainless Steel Medallions for Entry Feature	ADD	6	EA	\$24.00	\$144.00
CO4-C	Convert Each Medallion to Stainless Steel Brushed Finish	ADD	24	EA	\$20.71	\$497.04
CO4-D	Roof Plates to Cover Trellis and to Match Splash Pad Roof Plates	ADD	1	LS	\$16,934.38	\$16,934.36
CO4-E	Modify Splash Pad by Adding a 39 foot Low Wall and Mow Strip	ADD	1	LS	\$13,476.00	\$13,476.00
CO4-F	Add Steps With Cheek Walls at the Pavilion.	ADD	1	LS	\$4,032.00	\$4,032.00
CO4-G	Add Solar Light Kit to Kiosk	ADD	1	LS	\$2,145.00	\$2,145.00
CO4-H	Installation of Sculptures with 2' and 18" piers	ADD	4	EA	\$1,651.50	\$6,606.00
CO4-I	Installation of Bronze Sculptures on Top of Stone Boulders	ADD	8	EA	\$903.00	\$7,224.00
CO4-J	Directional Steel Cutouts with N, S, E, and W Letters Cut In	ADD	4	EA	\$110.00	\$440.00
CO4-K	Splash Pad New Mulch, Planting, Boulder Relocation and Flagstone Paving	ADD	1	LS	\$6,634.80	\$6,634.80
CO4-14	Overage of Disc Golf Accessories Allowance was \$7,850. Actual is \$8421.39	ADD	1	LS	\$571.39	\$571.39
						\$61,104.59

Original Contract Price

\$1,497,772.95

Change Order No. 1

(\$219,405.50)

Change Order No. 2

\$39,760.64

Change Order No. 3

\$14,702.36

Change Order No. 4

\$61,104.59

Revised Contract Price

\$1,383,835.04

Bid Item No. JUSTIFICATION

- CO4-A Provides safety railing for people riding bikes coming over a slope with a drop off potentially hazardous
- CO4-B Changes the overall inlay of materials for the main entrance medallion requested by Park staff
- CO4-C Provides for a textured finish determined to be more visibly appealing
- CO4-D Provides for a shade cover on the Trellis omitted in the original contract
- CO4-E Installation of a 39 foot seat wall in the Splash Pad as requested by Parks
- CO4-F Installation of 10 foot wide steps at the existing Pavilion
- CO4-G Provides for lighting by solar power panels at the Kiosk
- CO4-H Installation of 4 large bronze sculptures provided by others

- CO4-I Installation of 8 medium bronze sculptures provided by others
- CO4-J Changes the sundial insets of the entrance medallion to compass insets
- CO4-K Provides for changing grades, irrigation and the planting plan for the Splash Pad based on past performance issues
- CO4-L4 Provides for covering the allowance that was short for materials associated with the disc golf course

Original Substantial Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Change Order No. 3 Additional Days

Change Order No. 4 Additional Days

Revised Substantial Completion Days

180
7
7
67
48
307

Original Final Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Change Order No. 3 Additional Days

Change Order No. 4 Additional Days

Revised Final Completion Days

210
7
7
67
48
337

Recommended

David Bauer

Date

Construction Manager

Contractor

Date

Contractor Title

Approved

Steve Dixon

Date

Mayor, Town of Flower Mound

3.19.19

3/19/19

President



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: April 15, 2019

FROM: Brian Waltenburg, Assistant Director of Engineering

ITEM: Consider approval of a Professional Services Agreement with ECS Southwest LLC, to provide construction materials engineering and testing, for the Morriss Road and 20" Water Line Improvements, in the amount of \$97,784.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the Morriss Road and 20" Water Line Improvements project.

FISCAL IMPACT: \$97,784.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$33,356.37	630-960-98846 Morriss Water Line
\$64,427.63	550-117-77101 Morriss Improvements

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
ECS SOUTHWEST, LLP**

This contract is entered into on this 15th day of April, 2019, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **ECS SOUTHWEST, LLP**, (“hereinafter referred to as “CONSULTANT”) whose address is 3033 Kellway Drive, Suite 110, Carrollton, TX 75006.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Morriss Road and 20” Water Line Improvements; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Morriss Road and 20” Water Line Improvements Construction Materials Engineering

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

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Ninety-Seven Thousand Seven Hundred Eighty-Four and 00/100 Dollars (\$97,784.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

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

IV. Revisions of the Scope of Services

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

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

V. Term

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

VI. Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII. **Ownership of Documents**

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

VIII. **Insurance**

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

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

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XIII. **Independent Contractor**

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

XIV. **Default**

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

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

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages in an amount not to exceed:

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

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.

Confidential Information

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

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

XIX. **Notice Information**

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

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

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

Vince Elizarde, P.E.
ECS Southwest, LLP
3033 Kellway Drive, Suite 110
Carrollton, TX 75006
972-392-3222 Telephone

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.

No Third Party Beneficiary

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

[The remainder of this page left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
ECS SOUTHWEST, LLP.**

By: Siddharth Neekhra

Name: Siddharth Neekhra

Title: Vice President

Date Signed: 3/13/2019

State of Texas §

County of Tarrant §

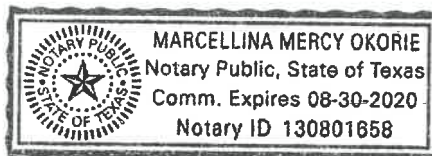
This instrument was acknowledged before me on the 13TH day of MARCH, 2019, by Siddharth Neekhra in his capacity as Vice President of ECS Southwest, a LLP Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Vice President.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13TH DAY OF March, 2019.

Marcellina Okorie
Notary Public, State of Texas

My Commission Expires:

08/30/2020



APPENDIX A: SCOPE OF SERVICES

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

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

We anticipate the following services for this project:

Earthwork

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

1. Obtain (pick up) soil samples and perform laboratory soil tests generally including moisture/density relationship (Standard Proctor) tests, soil classification tests (Atterberg Limits and percent finer than the no. 200 sieve) for each requested soil-type. Additional soil testing may be required depending on project-specific requirements.
2. Perform in-place moisture/density tests on placed and compacted backfill soils and prepared subgrades.
3. Perform lime series laboratory tests and in-field lime gradations on lime stabilized subgrades.

Cast-In-Place Concrete

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

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

Project Management

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

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

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

ADDITIONAL SERVICES

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

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

* Including all associated time, materials, and vehicle charges.

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

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

- Erosion Control Status Observation
- Ground Penetrating Radar (GPR)
- Concrete Coring and Core Sample Testing

APPENDIX B: ESTIMATED FEES & STANDARD FEE SCHEDULE

ESTIMATED FEES

Description of Services	Detail	Estimate	Quantity	Unit	Rate	Total
Earthwork (Water Line)						
Engineering Technician	<i>Sample Pickup</i>	<i>2 Events</i>	8	hours	\$ 55.00	\$ 440.00
Engineering Technician	<i>4-inch PVC Line</i>	<i>1 Events</i>	6	hours	\$ 55.00	\$ 330.00
Engineering Technician	<i>8-inch PVC Line</i>	<i>2 Events</i>	12	hours	\$ 55.00	\$ 660.00
Engineering Technician	<i>12-inch PVC Line</i>	<i>1 Events</i>	6	hours	\$ 55.00	\$ 330.00
Engineering Technician	<i>20-inch DI Line</i>	<i>38 Events</i>	210	hours	\$ 55.00	\$ 11,550.00
Engineering Technician	<i>Pvmt L/C Stab SG</i>	<i>8 Events</i>	44	hours	\$ 55.00	\$ 2,420.00
Nuclear Gauge Fee			50	events	\$ 75.00	\$ 3,750.00
Lime Gradations	<i>2 per Event</i>		22	each	\$ 15.00	\$ 330.00
Lime Series			3	each	\$ 160.00	\$ 480.00
St. Proctor (Moist./Dens. Rel.)	<i>Standard Proctor</i>		4	each	\$ 140.00	\$ 560.00
Atterberg Limits Tests	<i>Plasticity Index</i>		4	each	\$ 80.00	\$ 320.00
Washed Sieve (- #200 Sieve)	<i>Percent Fines</i>		4	each	\$ 60.00	\$ 240.00
Vehicle Charge			52	trips	\$ 35.00	\$ 1,820.00
Subtotal:						\$ 23,230.00
Earthwork (Road Improvements)						
Engineering Technician	<i>Sample Pickup</i>	<i>2 Events</i>	8	hours	\$ 55.00	\$ 440.00
Engineering Technician	<i>Panel Rep(≤200sy)</i>	<i>7 Events</i>	25	hours	\$ 55.00	\$ 1,375.00
Engineering Technician	<i>Panel Rep(201+sy)</i>	<i>11 Events</i>	40	hours	\$ 55.00	\$ 2,200.00
Engineering Technician	<i>Pavement (8-inch)</i>	<i>13 Events</i>	46	hours	\$ 55.00	\$ 2,530.00
Engineering Technician	<i>Headers & Curbs</i>	<i>17 Events</i>	60	hours	\$ 55.00	\$ 3,300.00
Engineering Technician	<i>Stmpd Med Conc</i>	<i>1 Events</i>	4	hours	\$ 55.00	\$ 220.00
Engineering Technician	<i>STW Lines & Struct</i>	<i>10 Events</i>	56	hours	\$ 55.00	\$ 3,080.00
Engineering Technician	<i>Sidewalks&Ramps</i>	<i>7 Events</i>	18	hours	\$ 55.00	\$ 990.00
Nuclear Gauge Fee			66	events	\$ 75.00	\$ 4,950.00
Lime Gradations	<i>2 per Event</i>		30	each	\$ 15.00	\$ 450.00
Lime Series			2	each	\$ 160.00	\$ 320.00
St. Proctor (Moist./Dens. Rel.)	<i>Standard Proctor</i>		4	each	\$ 140.00	\$ 560.00
Atterberg Limits Tests	<i>Plasticity Index</i>		4	each	\$ 80.00	\$ 320.00
Washed Sieve (- #200 Sieve)	<i>Percent Fines</i>		4	each	\$ 60.00	\$ 240.00
Vehicle Charge			68	trips	\$ 35.00	\$ 2,380.00
Subtotal:						\$ 23,355.00

* * * Estimated Fees continued on following page * * *

* * * Estimated Fees continued from previous page * * *

Description of Services	Detail	Estimate	Quantity	Unit	Rate	Total
Concrete (Water Line)						
Engineering Technician	<i>R&R Pvmnt (8-inch)</i>	<i>8 Events</i>	44	hours	\$ 55.00	\$ 2,420.00
Conc. Cylinders (Comp. Str.)		<i>Sets of 5</i>	60	each	\$ 18.00	\$ 1,080.00
Material Sample Pickup			8	trips	\$ 55.00	\$ 440.00
Vehicle Charge			8	trips	\$ 35.00	\$ 280.00
Subtotal:						\$ 4,220.00
Concrete (Road Improvements)						
Engineering Technician	<i>Panel Rep(<200sy)</i>	<i>7 Events</i>	26	hours	\$ 55.00	\$ 1,430.00
Engineering Technician	<i>Panel Rep(201+sy)</i>	<i>11 Events</i>	62	hours	\$ 55.00	\$ 3,410.00
Engineering Technician	<i>Pavement (8-inch)</i>	<i>13 Events</i>	60	hours	\$ 55.00	\$ 3,300.00
Engineering Technician	<i>Headers & Curbs</i>	<i>17 Events</i>	60	hours	\$ 55.00	\$ 3,300.00
Engineering Technician	<i>Stmpd Med Conc</i>	<i>1 Events</i>	5	hours	\$ 55.00	\$ 275.00
Engineering Technician	<i>Sidewalks&Ramps</i>	<i>7 Events</i>	32	hours	\$ 55.00	\$ 1,760.00
Engineering Technician	<i>Pole Bases</i>	<i>2 Events</i>	8	hours	\$ 55.00	\$ 440.00
Conc. Cylinders (Comp. Str.)		<i>Sets of 5</i>	378	each	\$ 18.00	\$ 6,804.00
Material Sample Pickup			58	trips	\$ 55.00	\$ 3,190.00
Vehicle Charge			58	trips	\$ 35.00	\$ 2,030.00
Subtotal:						\$ 25,939.00
Project Management						
Administrator / Clerical			16	hours	\$ 50.00	\$ 800.00
Project Manager			96	hours	\$ 120.00	\$ 11,520.00
Project Principal			52	hours	\$ 165.00	\$ 8,580.00
Vehicle Charge			4	trips	\$ 35.00	\$ 140.00
Subtotal:						\$ 21,040.00
PROJECT TOTAL:						\$ 97,784.00

General Assumptions:

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

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. Utility trench excavation backfilling will be completed at a rate 3 lifts per day for a length of 100 linear feet per day.
3. Concrete for concrete panel replacement for 0-200 SY will be placed at a rate of 100 cubic yards per event (pour) typically requiring 1 set of sample cylinders.
4. Concrete for concrete panel replacement for 201+ SY will be placed at a rate of 250 cubic yards per event (pour).
5. Reinforced concrete pavement (8-inch) will be placed in order to complete each individual replacement section and each individual replacement section will be constructed on separate/independent events.
6. Existing subgrades for concrete panel replacement and reinforced concrete pavement (8-inch) noted in assumptions 3, 4, and 5 above will be compacted in place and will not require lime stabilization. Only the areas where stormwater lines are installed and backfilled will lime stabilization be necessary.
7. Remove and replace concrete pavement for water line installation will be placed at a rate of 100 cubic yards or less and completed in 8 events (pours) where each individual section of removed concrete is replaced in one concrete placement event.
8. Subgrade preparation (stabilization/compaction) and concrete for concrete header and concrete curb will be completed at a rate of 200 linear feet per event (pour).
9. Subgrade preparation (compaction) and concrete for sidewalks will be completed in 7 events each with each individual section completed on separate/independent events.
10. Material sampling and testing for controlled low strength material (CLSM) will not be required.
11. Unless requested otherwise by the client, concrete sample sets will consist of 5 sample cylinders measuring 4 inches in height by 8 inches in diameter and will be tested: 2 at 7 Days, 2 at 28 Days, and 1 Hold/56-Day (as needed).
12. Overtime is not expected due to the project location and construction work hours constraints.
13. For budgeting purposes, all onsite services (example: earthwork and concrete) are estimated to be performed on separate trips and independent of each other.
14. Reinforcing steel will be observed by the Town of Flower Mound Inspectors.

STANDARD FEE SCHEDULE

Description of Services	Notes	Unit Rate
Field Services		
• Engineering Technician		\$ 55.00 / hour
• Senior Engineering Technician		\$ 60.00 / hour
• Specialty Engineering Technician		\$ 75.00 / hour
• Structural Steel Technician		\$ 80.00 / day
• Nuclear Gauge Fee		\$ 75.00 / day
• Core Drilling (Crew)		\$ 100.00 / hour
• Core Drilling (Equip. & Matls)		\$ 15.00 / each
Project Management & Engineering Services		
• Administrator / Clerical		\$ 50.00 / hour
• Project Manager		\$ 120.00 / hour
• Project Principal		\$ 165.00 / hour
• Concrete Mix Design Review		\$ 300.00 / each
• Certification Letter		\$ 325.00 / each
Laboratory Services		
• St. Proctor (Moist./Dens. Rel.)	ASTM D-698	\$ 140.00 / each
• Mod. Proctor (Moist./Dens. Rel.)	ASTM D-1557	\$ 140.00 / each
• Atterberg Limits Tests	ASTM D-4318	\$ 80.00 / each
• Washed Sieve (- #200 Sieve)	ASTM D-1440	\$ 60.00 / each
• Lime Series	ASTM D-6276	\$ 160.00 / each
• Lime Gradations	ASTM D-6913	\$ 15.00 / each
• Free-Swell Test	ASTM D-4546	\$ 100.00 / each
• Concrete Cylinders (Comp. Str.)	ASTM C-39	\$ 18.00 / each
• Concrete Cores (Comp. Str.)	ASTM C-39	\$ 50.00 / each
• Grout Prisms (Comp. Str.)	ASTM C-1019	\$ 30.00 / each
• Mortar Cubes (Comp. Str.)	ASTM C-270	\$ 18.00 / each
• Masonry Block Prisms (Comp. Str.)	ASTM C-1314	\$ 300.00 / each
Mobilization & Transportation		
• Core Drilling (Mobilization)		\$ 350.00 / each
• Floor Flatness (Mobilization)		\$ 300.00 / hour
• Material Sample Pickup		\$ 55.00 / trip
• Vehicle Charge		\$ 35.00 / trip

General Notes:

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



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: April 15, 2019

FROM: Tommy Dalton, Assistant Town Manager

ITEM: **Public Hearing to consider approval of an ordinance amending Chapter 90 of the Town's Land Development Regulations (LDR19-0003 – Park Credit Option), adding minimum park land dedication requirements for multi-family and senior housing uses; clarifying park development fee requirements; providing options for privately maintained and publicly accessible parks and open space; clarifying park land dedication and park development fee requirements for the (MU) mixed use district and (PD) planned development district; and deleting existing provisions in conflict therewith, and to consider adopting an ordinance providing for said amendment. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 8, 2019, meeting.*)**

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z meeting, there was discussion on the following topics by the P&Z.

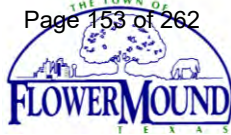
1. Should minor credit be given for trail connections
2. Long term maintenance and replacement of play structures
3. Acquiring the development community's perspective on the proposed changes
4. The Town's process for determining fair market valuations
5. Reducing the credit for natural and general open space types

ATTACHMENTS:

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

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: April 8, 2019

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Public Hearing to consider an ordinance amending Chapter 90 of the Town's Land Development Regulations (LDR19-0003 – Park Credit Option), adding minimum park land dedication requirements for multi-family and senior housing uses; clarifying park development fee requirements; providing options for privately maintained and publicly accessible parks and open space; clarifying park land dedication and park development fee requirements for the (MU) mixed use district and (PD) planned development district; and deleting existing provisions in conflict therewith.

I. ITEM SUMMARY

This Town initiated item proposes to amend the Town's Land Development Regulations regarding park requirements for certain types of development.

This item will require final action by the Town Council, which is scheduled for April 15.

II. APPLICATION ANALYSIS

At the July 17, 2018, Strategic Planning Session the Town Council directed staff to examine park/open space standards for multi-family uses. An update was provided to the Council on [August 6, 2018](#) (FF to 12:20). An internal committee was formed to research and review potential options.

During the August 6 update to Council, staff discussed the concept of mixed-use developments obtaining credits toward satisfying the Town's park land requirements. Staff presented the credit concept to the Parks Board on November 1, 2018 ([video link](#) – FF to 3:50 / [packet link](#) – pg. 32). Overall, the board provided positive feedback on the proposed changes, but had the following concerns. A brief summary of how the proposed ordinance addresses the concern is also provided.

1. Impact on Parks Board recommendation if plan substantially changes at P&Z or Council
 - a. *The proposed ordinance outlines the review and approval process, whereby the Parks Board recommendation is forwarded directly to Council as part of the development application. The Planning and Zoning Commission will consider the recommendation of the Parks Board when making their recommendation to the Town Council on the zoning application. In the event there is a conflict, it will need to be reconciled at*

the Council meeting, or Council will have the option to table the item, or remand back to the Parks Board and/or Planning and Zoning Commission depending on the nature of the issue(s).

2. Maintenance of the open space
 - a. *The proposed ordinance requires the developer to submit a maintenance plan that will be reviewed by staff and the Parks Board.*
3. Concerned with open space that isn't usable (i.e. floodplain and steep grades)
 - a. *The proposed ordinance provides limits on the amount of these areas that can be credited.*
4. Developer feedback
 - a. *Staff has made developers in the Lakeside Business District aware of the proposed changes, but has not solicited specific feedback.*
5. Providing for youth sport options (practice fields and courts)
 - a. *Youth sports is not an identified open space type, but that does not prevent a developer from proposing it.*
6. Routing draft ordinance back through Parks Board prior to adoption
 - a. *Staff presented the final draft of the ordinance to the Parks Board at their April 4, 2019, meeting.*
 - *Video link:*
 - o <https://www.flower-mound.com/969/Streaming-Video>
(Select "Other Meetings Archive" above the player, then select Parks Board April 04, 2019). A direct video link was not available at the time this report was written.
 - *Packet link:*
 - o <https://www.flower-mound.com/AgendaCenter/ViewFile/Agenda/04042019-3333>

Another component of this review is establishing a formula to determine how many acres are required to be dedicated, or cash in lieu paid, based on the number of dwelling units for multi-family and senior housing. The current ordinance has the same requirements for all types of housing of 3.36 acres per 100 dwelling units. Direction was given by Council to look at multi-family and senior multi-family dedication requirements that would not decrease the Town's level of service, but at the same time provide a quantitative calculation.

Staff provided an update to the Council on January 31, 2019.

- Video Link:
 - o <http://flowermoundtx.swagit.com/play/01312019-741/3/>
- Packet Link:
 - o <https://www.flower-mound.com/AgendaCenter/ViewFile/Agenda/01312019-3252>

The proposed ordinance does not change the minimum amount of park area that is dedicated for standalone single-family development (3.36 acres per 100 dwelling units for single-family detached, and single-family attached uses). It proposes 2.78 acres per 100 dwelling units for multi-family uses, and 2.4 acres per 100 dwelling units for age-restricted senior family residential uses.

In order to implement the credit option, several sections of the code need to be amended. The attached summary table provides which sections are proposed for amendment, what is being amended, and why.

The concepts and credit calculations discussed with the Parks Board during the November meeting haven't changed. However, several sections have been added to the ordinance for implementation purposes. The new sections cover the following and are followed by a brief description:

- **Purpose and intent:** A general statement on the purpose and intent of the park credit option.
- **Definitions:** Provides specific definitions for the ordinance.
- **Applicability:** Describes which projects the ordinance is applicable.
- **Dedication options:** A developer has the option to dedicate land to the Town as any other development does, pay the dedication fee, pursue the credit option, or propose a combination.
- **Submittal Requirements:** Provides submittal requirements for development proposing the credit option.
- **Open space types and credit calculation:** Defines the allowed open spaces and the credits. (This was the focus of the November Park Board meeting.)
- **Review and approval process:** Provides the review and approval process for developments requesting the credit option.
- **Park Development Fee:** Identifies that developments proposing the credit option may ask for park fee reimbursement for structured recreation, internal extensions of the Town's required trail system, and pedestrian bridges. Pedestrian bridges were included upon the direction of Town Council.
- **Phasing and Timing:** Requires that a phasing plan for the open space be submitted, along with a completion schedule.
- **Amendments to approved plans or regulations:** Allows minor modifications to be approved administratively.

Attachment 2, the proposed ordinance, captures the sections of town code needing amendment along with the new standards for the park credit option.

IV. CORRESPONDENCE

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle). At the time this report was written, the Town had not received any correspondence regarding this item.

V. ATTACHMENTS

1. Summary Table
2. Draft Ordinance

Summary table of ordinance amendments

Chapter	Article	Division	Section	Existing Language	Proposed Language	Why Amend
90	VI	9 – Park and Recreational Areas	90-443(d)	The minimum amount of park and recreational area that shall be dedicated pursuant to this division shall be 3.36 acres per 100 dwelling units. Land within floodplain and floodway designated areas shall not be counted toward meeting the requirement of this subsection.	The minimum amount of park and recreational area that shall be dedicated pursuant to this division shall be 3.36 acres per 100 dwelling units for single-family detached, and single-family attached uses, 2.78 acres per 100 dwelling units for multi-family uses, and 2.4 acres per unit for age-restricted senior family residential uses . Land within floodplain and floodway designated areas shall not be counted toward meeting the requirement of this subsection, subject to Section 90-449-	This section is being amended to add the multi-family and senior housing dedication requirements.
90	VI	9 – Park and Recreational Areas	90-446(b)	<i>Basis.</i> Park development fees shall be based on an assumed cost of typical improvements for a five-acre neighborhood park of \$206,800.00. Based upon the park land requirement of 3.36 acres per 100 dwelling units, a five-acre park equates to 149 units. The proportional park development fee is calculated by apportioning the total cost for improvements for a five-acre park by 149 units. Therefore, the park development fee is as listed in appendix A of this Code per unit.	<i>Fee.</i> Park development fees shall be \$1338.00 per unit as listed in appendix A of this Code.	This section is being amended to remove superfluous information and explicitly identify the park development fee.
90	VI	9 – Park and Recreational Areas	90-449	New	Park credit option. See section 90-449 in Attachment 2	This is the park credit option standard.
98	III	25 – Mixed Use District	98-902(c)	<u>Table 3, Section 3.0:</u> *Overall open/civic space allocations in the MU district shall be a minimum of 5 percent of the gross area of the entire site included in the MU concept plan and shall be distributed appropriately between the MU components. Higher open space allocations may be eligible for height bonuses outlined in section 7 (i). The location and design of appropriate open spaces shall be based on section 7(g) of this chapter. Dedicated open spaces in the MU may be applied as a credit up to 100 percent of the park dedication requirements in section 90-44 only with Town Council approval.	*Overall open/civic space allocations in the MU district shall be a minimum of 5 percent of the gross area of the entire site included in the MU concept plan and shall be distributed appropriately between the MU components. Higher open space allocations may be eligible for height bonuses outlined in section 7 (i). The location and design of appropriate open spaces shall be based on section 7(g) of this chapter. Dedicated open spaces in the MU may be applied as a credit up to 100 percent of the park dedication requirements in section 90-44 only with Town Council approval.	This is being amended to remove conflicts with the new park credit option.
98	III	25 – Mixed Use District	98-905 (b)	Park land dedication and park development fees requirements.	Park land dedication and park development fee requirements shall conform to Section 90-449 of Chapter 90 (Park Dedication Credit Option).	This is being amended to remove conflicts with the new park credit option.
98	III	25 – Mixed Use District	98-905 (1-3)	Delete	N/A	This is being amended to remove conflicts with the new park credit option.
98	III	21 – PD Planned Development District	98-815	New	Park land dedication and park development fee requirements shall conform to Chapter 90, Division 8 – Parks and Recreational Areas, Section 90-441 through Section 90-449.	This is being added to explicitly identify that PDs must follow the Town’s park development standards.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 90-443(d) "CHARACTER AND MINIMUM DEDICATION" OF DIVISION 9, "PARK AND RECREATIONAL AREAS," OF ARTICLE VI, "STANDARDS," OF CHAPTER 90 OF THE TOWN'S CODE OF ORDINANCES BY ADDING MINIMUM PARK LAND DEDICATION REQUIREMENTS FOR MULTI-FAMILY AND SENIOR HOUSING USES; BY AMENDING SECTION 90-446(b) "PARK DEVELOPMENT FEES" OF DIVISION 9, "PARK AND RECREATIONAL AREAS," OF ARTICLE VI, "STANDARDS," OF CHAPTER 90 OF THE TOWN'S CODE OF ORDINANCES BY CLARIFYING THE PARK DEVELOPMENT FEE REQUIREMENT; BY ADDING AN NEW SECTION 90-449 "PARK CREDIT OPTION" OF DIVISION 9, "PARK AND RECREATIONAL AREAS," OF ARTICLE VI, "STANDARDS," OF CHAPTER 90 OF THE TOWN'S CODE OF ORDINANCES TO PROVIDE OPTIONS FOR PRIVATELY MAINTAINED AND PUBLICLY ACCESSIBLE PARKS AND OPEN SPACE; BY AMENDING SECTION 98-902(c) "DEVELOPMENT STANDARDS" OF DIVISION 25, "MU MIXED USE DISTRICT," OF ARTICLE III, "DISTRICT REGULATIONS," OF CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES BY AMENDING THE NOTE CONTAINED IN SECTION 3.0 OF TABLE 3; BY AMENDING SECTION 98-905(b) "MODIFICATIONS" OF DIVISION 25, "MU MIXED USE DISTRICT," OF ARTICLE III, "DISTRICT REGULATIONS," OF CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES BY CLARIFYING THE PARK LAND DEDICATION AND PARK DEVELOPMENT FEE REQUIREMENTS FOR THE MU MIXED USE DISTRICT; BY AMENDING SECTION 98-905(b), SUBSECTIONS 1-3 "MODIFICATIONS" OF DIVISION 25, "MU MIXED USE DISTRICT," OF ARTICLE III, "DISTRICT REGULATIONS," OF CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES BY DELETING SAID SUBSECTIONS; BY ADDING A NEW SECTION 98-815, "PARK DEDICATION AND PARK DEVELOPMENT FEES" OF DIVISION 21, "PD PLANNED DEVELOPMENT DISTRICT," OF ARTICLE III, "DISTRICT REGULATIONS," OF CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES BY CLARIFYING THE PARK STANDARDS FOR PD PLANNED DEVELOPMENT DISTRICTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council previously adopted Chapters 90 and 98 to the Code of Ordinances establishing comprehensive regulations for the subdivision and zoning of land with the development of real property within in the Town; and

WHEREAS, the Town Council finds and determines that park and open space regulations related to multi-family and senior housing should be established to allow options for privately maintained and publicly accessible open space; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Land Development Regulations Amendment; and,

WHEREAS, the Town Council finds that the amendment to Chapters 90 and 98 as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

That Section 90-443(d) "Character and minimum dedication" of Chapter 90 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by to read as follows:

Sec. 90-443. - Character and minimum dedication.

- (d) The minimum amount of park and recreational area that shall be dedicated pursuant to this division shall be 3.36 acres per 100 dwelling units for single-family detached, and single-family attached uses, 2.78 acres per 100 dwelling units for multi-family uses, and 2.4 acres per unit for age-restricted senior family residential uses. Land within floodplain and floodway designated areas shall not be counted toward meeting the requirement of this subsection, subject to Section 90-449.

SECTION 2

That Section 90-446(b) "Park development fees" of Chapter 90 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by to read as follows:

Sec. 90-446. - Character and minimum dedication.

- (b) *Fee.* Park development fees shall be \$1,338.00 per unit as listed in appendix A of this Code.

SECTION 3

That Section 90-449 “Park dedication credit option” of Chapter 90 of the Code of Ordinances, Town of Flower Mound, Texas, is added to read as follows:

Sec. 90-449. – Park credit option.

- a) *Purpose and Intent:* The Town provides various applications of open space to create a place of recreation and relaxation for its residents. An opportunity exists between the Town, property owners, and developers to enhance the resident’s quality of life by providing options for privately maintained and publicly accessible open space. This will ensure new residential development augments the publicly accessible parks and facilities provided and maintained by the Town.
- b) *Definitions:* In addition to the definitions contained in Subpart B of the Town’s Code of Ordinances, the following definitions shall also apply to development utilizing the Credit Option:
 - *Credit Option* means the alternative option of providing privately maintained and publically accessible open space under this section otherwise required by the park land dedication requirements outlined in Sections 90-444, and 90-445.
 - *Director of Planning Services* means the Director of Planning Services or their designee.
 - *Enhanced paving* is paving treatment that includes stamped concrete, stained concrete, brick or stone paving, or any combination of said treatments.
 - *Integral to* means open space that cannot otherwise be constructed without also constructing an associated building. Examples include courtyards that are integrated into the design of a building or set of buildings, or a square that cannot remain open and accessible, or undamaged during the construction of an adjacent building.
 - *Structured recreation* means larger recreational components such as playground equipment, sport courts, splash pads, adult and youth fitness stations, natural and interactive playgrounds, and outdoor classrooms.
 - *Mixed-use development* means development that proposes vertical mixed use that combines different uses in the same building. Lower floors should have more public uses with more private uses on the upper floors.
 - *Multi-use development* means development that proposes a horizontal mix of uses that combines single-use buildings on distinct parcels in a range of land uses within a block.
- c) *Applicability:* The credit option only applies to residential uses in a mixed or multi-use development.
 - 1) Except as provided in this section, the credit option for privately maintained and publicly accessible open space is allowed for residential development with the following zoning designations:
 - a) A PD Planned Development District, approved by the Town Council after **April 15, 2019**, and that permits residential uses in a mixed or multi-use development.
 - b) A MU Mixed Use District, approved by the Town Council after **April 15, 2019**.

- 2) The following are exempt from utilizing the credit option and the requirements of this ordinance.
 - a) Any property zoned as a Multi-Family District as provided for in Section 98-481 of the Town Code of Ordinances before **April 15, 2019**.
 - b) A PD Planned Development approved by the Town Council before **April 15, 2019**, unless the Planned Development is amended to permit residential uses.
 - c) Any property zoned a MU Mixed Use District as provided for in Section 98-896 of the Town Code of Ordinances before **April 15, 2019**.
- 3) Standalone single-family detached, single-family attached, and multi-family residential projects not proposed as part of a mixed or multi-use development are subject to Sections 90-441 – 90-448 above and are ineligible to utilize the credit option.
- d) *Required Parkland Dedication Options:* Development of residential uses subject to Section 90-449(c), has the following options to satisfy the Town's park land dedication requirements:
 - 1) Dedicate land pursuant to Section 90-441 – 90-448.
 - 2) Pay cash in lieu of the required parkland dedication pursuant to Section 90-445.
 - 3) Credit Option – This option is when the applicant requests the Town to consider privately built and maintained open space that is publically accessible to be considered as credit toward the otherwise required park land dedication requirements.
 - 4) A combination of the above.
- e) *Submittal Requirements for the Credit Option:* The following are required for development applications utilizing the Credit Option:
 - 1) Open Space Plan: An Open Space Plan is required with any application for development where the applicant's request includes the Credit Option. The applicant shall submit an open space plan with the zoning application for the subject property. The Open Space Plan shall include the following:
 - a) Conceptual landscaping associated with the applicant's zoning application that conforms with the Town's Concept Landscape Plan requirements;
 - b) Location, description, open space type, and minimum area of all open spaces;
 - c) Location and description of natural features listed in 90-449(f) or identified in the Environmentally Sensitive Area Survey, which may be provide as a separate plan sheet for clarity purposes;
 - d) Location and area of all proposed publically accessible open spaces;
 - e) Location, dimension, and type of pedestrian connections between open space amenities;
 - f) Location and preliminary design details of all proposed open space amenities;
 - g) Details of the perpetual maintenance for each open space area, which must be feasible and appropriate for each open space type;
 - h) Phasing and location of open space associated with the overall development and open space associated, and integral to, specific buildings.
 - i) The open space plan shall include the information requested in the Open Space Plan Checklist. Information listed on the Open Space Plan Checklist, shall be established and maintained by the Director of Planning Services.

- 2) **Open Space Easement:** All publically accessible open space counted toward open space credit shall be dedicated as a permanent public access easement on the face of a plat to be maintained by the property owner(s), or the property owner's association. Changes to an open space easement are allowed only after Town Council approval following a recommendation by the Town's Park Board. Changes to an open space easement may not reduce the amount of open space, the amount of land that is publically accessible, or the accessibility standards outlined in the easement.
- f) *Open Space Types and Credit Calculation:* Each open space that meets the requirements specific to that open space type shall be eligible to receive the Credit Option outlined for each. Additional credit may be given for each open space by the Town Council, after review by the Parks Board, and shall only be given to open space that has met the specific open space type credit eligibility requirements and has provided additional or enhanced amenities. Maximum credit shall not exceed the calculations provided in the credit option for each open space type. Each open space in which the developer requests to receive credit shall be designated by type in the Open Space Plan and meet the credit eligibility requirements of the open space types below. The Planning Department shall maintain representative examples of each open space type to provide illustrative guidance, the Guide to Open Space Types, on the design, development, character, activation, and location for each open space type.
- 1) *Courtyard.* A courtyard is an unoccupied space, open to the sky, which is bound on two or more sides by the exterior walls of the building or by two or more exterior walls, lot lines or yards. Courtyards may be totally enclosed on all sides by the exterior walls of a building that provides an open pedestrian connection to a public sidewalk, public street, or platted access easement in order to be considered for open space credit.
 - a) **Required Amenities:**
 - 1) Enhanced paving.
 - 2) Seating and associated shade.
 - 3) Focal point in the form of a fountain, sculpture, art installation, or landscape feature.
 - b) **Lighting:** Accent lighting.
 - c) **Signage:** None if open to a public street, appropriate directional signage if not open to a public street.
 - d) **Landscape Design:** Coordinated planting scheme.
 - e) **Credit Option:** If the development meets the standards above they are eligible for 1.75x the amount of land provided, the Town Council may approve additional credit that shall not exceed more than 2.5x the amount of land provided.
 - 2) *Natural Area.* A natural area is open space which consists of areas in the flood plain, upland habitat, creeks, water bodies, topographical slopes, and other environmentally sensitive areas. Activities in the environmental preserve shall be limited to nature trails, paths, and equestrian trails. If significant lake access is available, canoe put-ins or other passive water recreation activities may be permitted. The size of a natural area may vary depending upon the environmental element being preserved. Natural areas may also be in or part of conservation easements.
 - a) **Required Amenities:**
 - 1) Connection to internal trails proposed with the development, and connection to town required trail system if present on site, and within 300 feet of the natural area

- 2) Paved and/or natural trails that traverse the natural area, including defined entrance and signage.
 - 3) May include wildlife viewing areas, mountain biking, disc golf, interpretation and education facilities where conditions permit.
 - b) Lighting: None, or low voltage accent lighting where appropriate.
 - c) Signage: May include interpretive kiosks as deemed appropriate.
 - d) Landscape Design: Areas to incorporate landscaping include entryways or around structures. In these situations, sustainable design is preferred.
 - e) Credit Option: If the development meets the standards above they are eligible for 1.5x the amount of land provided, Town Council may grant additional credit that shall not exceed more than 2.25x the amount of land provided.
- 3) *Green or Lawn.* A green or Lawn is an open space available for unstructured recreation and as a gathering place. It may be defined by landscaping rather than buildings and should be adjacent to active uses. Its landscape consists of land and trees in a natural arrangement, requiring minimal maintenance. The size of a green shall range from .5 acre to 2 acres.
- a) Required Amenities:
 - 1) Seating and associated shade.
 - b) Lighting: Street lighting, or ambient accent and bollard lighting as appropriate.
 - c) Signage: None if open to a public street. Appropriate directional signage if not open to a public street.
 - d) Landscape Design: Predominately turf with a coordinated planting scheme.
 - e) Credit Option: If the development meets the standards above they are eligible for 1.75x the amount of land provided, Town Council may grant additional credit that shall not exceed more than 2.5x the amount of land provided.
- 4) *Park.* A park is a natural preserve available mainly for unstructured recreation. Any structured recreation shall be limited to less than ten percent of the park. A park is usually independent of surrounding building frontages. Its landscape consists of natural paths, trails, meadows, woodlands, and open shelters. Its size shall be greater than 1 acre.
- a) Required Amenities:
 - 1) Connection to internal trails proposed with the development, and connection to a town required trail system if the park is located within 300 feet of the required town trail system.
 - 2) Seating and associated shade.
 - 3) Structured recreation; playground, splash pad, or other type of recreational use as approved by the Parks Director.
 - b) Lighting: None, or low voltage accent lighting where appropriate will be considered.
 - c) Signage: Signage to be placed by entrances, appropriate directional signage if not open to a public street.
 - d) Landscape Design: Coordinated planting scheme.
 - e) Credit Option: If the development meets the standards above they are eligible for 1.5x the amount of land provided, Town Council may grant additional credit that shall not exceed more than 2.25x the amount of land provided.
- 5) *Plaza.* A plaza is an open space available for civic purposes and limited commercial activities. A plaza is spatially defined by buildings and its landscape shall consist primarily

of enhanced pavement with trees being optional. Plazas are to be located in the core or transition areas of the development no larger than 1 acre in size. Plazas can be wider sidewalks or extensions of sidewalks for the purpose of providing outdoor seating for restaurants and cafes.

- a) Required Amenities:
 - 1) Enhanced paving that defines the space through the change in material or colors.
 - 2) Seating and associated shade. Buildings may provide shading requirements if the plaza is situated to utilize building shade during the summer months.
 - b) Lighting: None, or low voltage accent lighting where appropriate will be considered.
 - c) Signage: None if open to a public street, appropriate directional signage if not open to a public street.
 - d) Landscape Design: Coordinated planting scheme. Planters that incorporate seating are encouraged and appropriate.
 - e) Credit Option: If the development meets the standards above they are eligible for 1.75x the amount of land provided, Town Council may grant additional credit that shall not exceed more than 2.5x the amount of land provided
- 6) *Square*. A square is generally a geometrically symmetrical open space of one half; to two acres, available for unstructured recreation and civic purposes. A square is spatially defined by streets and buildings, at least on three sides. Its landscape consists of paths, lawns, and trees, all formally arranged.
- a) Required Amenities:
 - 1) Enhanced paving that defines the space through the change in material or colors.
 - 2) Seating and associated shade. Buildings may provide shading requirements if the plaza is situated to utilize building shade during the summer months.
 - 3) Focal point in the form of a fountain, sculpture, art installation, or landscape feature.
 - b) Lighting: Perimeter lighting, accent lighting where appropriate will be considered.
 - c) Signage: None if open to a public street. Appropriate directional signage if not open to a public street.
 - d) Landscape Design: Turf, trees, and coordinated planting scheme. Planters that incorporate seating are encouraged and appropriate.
 - e) Credit Option: If the development meets the standards above they are eligible for 1.75x the amount of land provided, Town Council may grant additional credit that shall not exceed more than 2.5x the amount of land provided
- 7) *Retention/Detention facilities*. Retention/detention facilities are storm water management basins meant to collect storm water and slowly release it at a controlled rate so that downstream areas are not flooded or eroded. These facilities must be designed for multiple uses, and include low impact design principals for credit towards parkland dedication requirements.
- a) Required Amenities:
 - 1) Natural stone or brick veneer complementary to the development is required on headwalls, bridges, culverts, retaining walls, and like structures.

- 2) A minimum 8ft trail is required around the facility where conditions such as excessive slope, or outfall structures do not prohibit the construction of the trail. The trail shall connect to internal trails proposed with the development, and connect to a town required trail system, if the facility is located within 300 feet of the required town trail system.
 - 3) Seating and associated shade.
 - b) Site Specific Required Amenities:
 - 1) Detention basins must be a multi-purpose use that provides access to the basin for active and passive recreation activities.
 - 2) Retention basins must provide at least one overlook with at least one bench and trash receptacle and three shade trees.
 - c) Lighting: Perimeter lighting, accent lighting where appropriate will be considered.
 - d) Signage: None if open to a public street. Appropriate directional signage if not open to a public street.
 - e) Landscape Design: Shade trees planted a minimum of 30ft on center, staggered on each side of the trail surrounding the retention/detention facility.
 - f) Engineering standards:
 - 1) Meets the Town's Engineering Standards.
 - 2) Slope of a retention pond does not exceed three (3) percent; allowable to twenty five (25) percent, but requires stone terracing for any slope exceeding three (3) percent. Terracing or the cutting of a sloped plane into a series of successively receding flat surfaces or platforms, shall have a maximum shelf depth of three feet with maximum 6 inch risers, and shall not negatively impact environmentally sensitive areas.
 - g) Credit Option: If the development meets the standards above they are eligible for 1x the amount of land provided, Town Council may grant additional credit that shall not exceed more than 1.75x the amount of land provided.
- 8) *General Open Space.* Open spaces that do not fit into any of the definitions above that may be considered by the Park Board for qualifying open space credit. General Open Space must follow the intent of this section, and the determination will be made by the Town Council, following the recommendation of the Parks Board.
- a) Credit Option: If the development meets the standards above they are eligible for 1x the amount of land provided, Town Council may grant additional credit that shall not exceed more than 1.75x the amount of land provided.
- 9) *Calculation.* Calculation of the open space eligible for credit shall be exclusive of all rights-of-way or easements for streets or alleys, required buffers and setbacks, required screening and landscaping, parking, parking lot tree islands, utility yards, town trail extensions as outlined in the Parks and Trails Master Plan, and all Area Plan requirements as set out in the Master Plan, to include the following:
- a. Floodplain or water impoundments as identified under Section 98-148 shall only be eligible for credit in the Natural Area open space type. The maximum amount of floodplain or water impoundment allowed to count toward open space credit shall be 50% of the total area of open space credit applied to the project and any amount of floodplain or water impoundment above the 50% allowed shall not count toward the open space credit calculation.

- b. In an effort to preserve its natural features, a Natural Area open space type that is not located in the floodplain and contains grades protected under Section 98-147 Topographical slope protection, which limits public access, shall be allowed to have a maximum of 50% of the total open space credit area protected under Section 98-147 Topographical slope protection. The minimum 50% of the open space credit area not protected by Sec. 98-147 Topographical slope protection must be publicly accessible and may include amenities that meet the Natural Area credit eligibility requirements.

g) *Review and Approval Process for the Credit Option:*

- 1) The Open Space Plan shall be reviewed by the Director of Planning Services in conjunction with the zoning application for conformance with the standards contained in this section, and is considered a component of the zoning application for the property. Where open space type requirements and amenities are required based on their appropriateness, the Director of Planning Services or their designee, shall make a recommendation to the Park Board about the appropriateness of the open space type requirements and amenities based on the plans and details submitted with the development application. The Park Board recommendation shall be provided to the Town Council as part of the zoning application. The Planning and Zoning Commission will consider the recommendation of the Parks Board when making their recommendation to the Town Council on the zoning application.

h) *Park Development Fee:*

- 1) Applicability. Development utilizing the Credit Option shall pay park development fees in accordance with Section 90-446 except as provided below:
 - a. Credit for park improvements. Credit for park improvements as identified in Section 90-446(c) is limited to structured recreation, internal extensions of the Town's required trail system, and pedestrian bridges as approved by the Town Council and subject to conformance with departmental park standards and approval by the director of parks and recreation or their designee.

i) *Phasing and Timing:*

- 1) A phasing plan shall be submitted with the zoning application, as part of the project's development standards. The phasing plan shall include the following:
 - a. Phasing of each open space associated with the overall development.
 - b. Phasing of open space associated, and integral to, specific buildings.
 - c. Phasing of all perimeter landscaping and trails.
 - d. Phasing of trails and sidewalks that provide pedestrian connectivity between open space amenities.
 - e. Proposed conditions for acceptance of open space areas proposed under the credit option, subject to the review and approval of the Director of Planning Services.
 - f. Any mapping necessary to illustrate the proposed phasing plan as required by the Director of Planning Services.

- 2) A completion schedule for the open spaces proposed by the applicant shall be submitted at the time of site plan application for the development.
- 3) Detention/Retention open space credit types and associated amenities shall be completed prior to the acceptance of the subdivision. If the development requires more than one detention/retention pond, then the ponds associated with the phase under construction must be completed prior to the acceptance of that phase of the subdivision.
- 4) Construction/installation of open space and enhancements associated and integral to specific buildings shall be completed prior to issuance of a Certificate of Occupancy or Building Final of that building.

j) *Amendments to approved plans or regulations to developments with a credit option:*

- 1) The concept plans, open space plan, and development standards establish the regulatory framework of land uses, building location and design, open space type, locations and amenities, access, parking, and trail and sidewalk connectivity as established by the applicant in conjunction with the zoning application. Any changes to the Open Space Plan that are beyond the range of flexibility provided in the ordinance establishing the zoning district, or as provided below, shall be considered as major change and shall constitute a zoning amendment to be reviewed by staff and subject to planning and zoning commission recommendation and town council approval. The Director of Planning Services may approve minor changes to and deviations from the Open Space Plan with the applicant's written justification for such changes. Minor changes may be approved administratively by the director and a revised Open Space Plan shall be filed with the town. Any changes shall be reviewed cumulatively from the last town council approved Open Space Plan. Major changes to the approved Open Space Plan include any of the following:
 - a. Elimination of trail connectivity shown on the approved plans.
 - b. Any changes to the development standards for open space that were approved with the ordinance creating the zoning district.
 - c. Any reductions in excess of ten percent (10%) in the open space type areas in any phase of the development that was approved as part of the Open Space Plan.

SECTION 4

That Section 98-902(c) "Development Standards" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, specifically the note contained in Section 3.0 of Table 3 is hereby amended by to read as follows:

*Overall open/civic space allocations in the MU district shall be a minimum of 5 percent of the gross area of the entire site included in the MU concept plan and shall be distributed appropriately between the MU components. Higher open space allocations may be eligible for height bonuses outlined in section 7 (i). The location and design of appropriate open spaces shall be based on section 7(g) of this chapter.

SECTION 5

That Section 98-905(b) "Modifications" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by to read as follows:

Sec. 90-905. - Modifications.

- (b) Park land dedication and park development fee requirements shall conform to Section 90-449 of Chapter 90 (Park credit option).

SECTION 6

That Section 98-905(b), specifically subsections 1-3, "Modifications" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, be deleted in their entirety,

SECTION 7

That Section 98-815 "Park dedication and park development fees" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is added to read as follows:

Sec. 98-815. – Park dedication and park development fees.

Park land dedication and park development fee requirements shall conform to Chapter 90, Division 8 – Parks and Recreational Areas, Section 90-441 through Section 90-449.

SECTION 8

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

SECTION 9

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which 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 10

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

SECTION 11

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 12

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _ TO _, ON THIS THE 15 DAY OF APRIL, 2019.

APPROVED:

STEVE DIXON, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 90-443(d) "CHARACTER AND MINIMUM DEDICATION" OF DIVISION 9, "PARK AND RECREATIONAL AREAS," OF ARTICLE VI, "STANDARDS," OF CHAPTER 90 OF THE TOWN'S CODE OF ORDINANCES BY ADDING MINIMUM PARK LAND DEDICATION REQUIREMENTS FOR MULTI-FAMILY AND SENIOR HOUSING USES; BY AMENDING SECTION 90-446(b) "PARK DEVELOPMENT FEES" OF DIVISION 9, "PARK AND RECREATIONAL AREAS," OF ARTICLE VI, "STANDARDS," OF CHAPTER 90 OF THE TOWN'S CODE OF ORDINANCES BY CLARIFYING THE PARK DEVELOPMENT FEE REQUIREMENT; BY ADDING A NEW SECTION 90-449 "PARK CREDIT OPTION" OF DIVISION 9, "PARK AND RECREATIONAL AREAS," OF ARTICLE VI, "STANDARDS," OF CHAPTER 90 OF THE TOWN'S CODE OF ORDINANCES TO PROVIDE OPTIONS FOR PRIVATELY MAINTAINED AND PUBLICLY ACCESSIBLE PARKS AND OPEN SPACE; BY AMENDING SECTION 98-902(c) "DEVELOPMENT STANDARDS" OF DIVISION 25, "MU MIXED USE DISTRICT," OF ARTICLE III, "DISTRICT REGULATIONS," OF CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES BY AMENDING THE NOTE CONTAINED IN SECTION 3.0 OF TABLE 3; BY AMENDING SECTION 98-905(b) "MODIFICATIONS" OF DIVISION 25, "MU MIXED USE DISTRICT," OF ARTICLE III, "DISTRICT REGULATIONS," OF CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES BY CLARIFYING THE PARK LAND DEDICATION AND PARK DEVELOPMENT FEE REQUIREMENTS FOR THE MU MIXED USE DISTRICT; BY AMENDING SECTION 98-905(b), SUBSECTIONS 1-3 "MODIFICATIONS" OF DIVISION 25, "MU MIXED USE DISTRICT," OF ARTICLE III, "DISTRICT REGULATIONS," OF CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES BY DELETING SAID SUBSECTIONS; BY ADDING A NEW SECTION 98-815, "PARK DEDICATION AND PARK DEVELOPMENT FEES" OF DIVISION 21, "PD PLANNED DEVELOPMENT DISTRICT," OF ARTICLE III, "DISTRICT REGULATIONS," OF CHAPTER 98 OF THE TOWN'S CODE OF ORDINANCES BY CLARIFYING THE PARK STANDARDS FOR PD PLANNED DEVELOPMENT DISTRICTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; 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 Chapters 90 and 98 to the Code of Ordinances establishing comprehensive regulations for the subdivision and zoning of land with the development of real property within the Town; and

WHEREAS, the Town Council finds and determines that park and open space regulations related to multi-family and senior housing should be established to allow options for privately maintained and publicly accessible open space; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Land Development Regulations Amendment; and,

WHEREAS, the Town Council finds that the amendments to Chapters 90 and 98 as outlined herein is in the best interest of the Town of Flower Mound, Texas, and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound, Texas and the general public.

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

SECTION 1

That Section 90-443(d) "Character and minimum dedication" of Chapter 90 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by to read as follows:

Sec. 90-443. - Character and minimum dedication.

- (d) The minimum amount of park and recreational area that shall be dedicated pursuant to this division shall be: 3.36 acres per 100 dwelling units for single-family detached, and single-family attached uses; 2.78 acres per 100 dwelling units for multi-family uses, and; 2.4 acres per unit for age-restricted residential uses meeting the provisions of the Federal Housing for Older Persons Act. Land within floodplain and floodway designated areas shall not be counted toward meeting the requirement of this subsection, subject to Section 90-449.

SECTION 2

That Section 90-446(b) "Park development fees" of Chapter 90 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by to read as follows:

Sec. 90-446. - Character and minimum dedication.

- (b) *Fee.* Park development fees shall be \$1,338.00 per unit as listed in Appendix A of this Code.

ORDINANCE NO.

SECTION 3

That Section 90-449 “Park dedication credit option” of Chapter 90 of the Code of Ordinances, Town of Flower Mound, Texas, is added to read as follows:

Sec. 90-449. – Park credit option.

- a) *Purpose and Intent*: The Town finds that publically accessible open space is necessary to create a place of recreation and relaxation for its residents. An opportunity exists between the Town, property owners, and developers to enhance the residents’ quality of life by providing options for privately maintained and publicly accessible open space. This open space will ensure that new residential development augments and complements the Town’s public parks and facilities.
- b) *Definitions*: In addition to the definitions contained in Subpart B of the Town’s Code of Ordinances, the following definitions shall also apply to development electing to pursue the Credit Option:
- *Credit Option* means the alternative option of providing privately maintained and publically accessible open space under this section in lieu of dedicating parkland or payment in lieu thereof, in accordance with Sections 90-444 and 90-445, hereof.
 - *Director of Planning Services* means the Town’s Director of Planning Services or the Director’s designee.
 - *Enhanced paving* means a paving treatment that consists of stamped concrete, stained concrete, brick or stone paving, or any combination of said treatments. *Open space associated with and integral to, specific buildings* means open space that cannot otherwise be constructed without also constructing an associated building. Examples include courtyards that are integrated into the design of a building or set of buildings, or a square that cannot remain open and accessible, or undamaged during the construction of an adjacent building.
 - *Open Space Plan* means a detailed, scaled drawing meeting all of the submittal requirements of this Section.
 - *Open Space Types* means courtyards, natural areas, greens or lawns, natural preserves, plazas, squares, detention/retention facilities, and general open space.
 - *Structured recreation* means larger recreational facilities such as playground equipment, sport courts, splash pads, adult and youth fitness stations, natural and interactive playgrounds, and outdoor classrooms.
 - *Mixed-use development* means development that proposes vertical mixed use that combines different uses in the same building.
 - *Multi-use development* means development that proposes a horizontal mix of uses that combines single-use buildings on distinct parcels in a range of land uses within a block.
- c) *Applicability*: The Credit Option may only be applied to residential uses within the following zoning districts:

- 1) A PD Planned Development District that permits residential uses in a Mixed-use development or a Multi-use development, approved by the Town Council after April 15, 2019.
- 2) An MU Mixed Use District, approved by the Town Council after April 15, 2019.
- d) *Required Parkland Dedication Options:* Applicants eligible for the Credit Option under this Section 90-449 may request that the Town Council consider accepting privately maintained and publically accessible open space to fully or partially offset the otherwise required public parkland dedication, or fees in lieu thereof.
- e) *Submittal Requirements for the Credit Option:* The following is required for eligible applicants seeking the Credit Option alternative:
 - 1) **Open Space Plan:** Eligible applicants shall submit an Open Space Plan with the zoning application for the subject property. The Open Space Plan shall include all of the following detail:
 - a) Conceptual landscaping associated with the applicant's zoning application that complies with the Town's Concept Landscape Plan requirements.
 - b) Location, description, Open Space Type, and minimum area of all open spaces.
 - c) Location and description of natural features listed in Section 90-449(f) as well as any such features identified in the Environmentally Sensitive Area Survey required by the Town's SMARTGrowth Program. This information may be provided on a separate plan sheet for clarity purposes.
 - d) Location and area of all proposed publically accessible open spaces within the development.
 - e) Location, dimension, and type of pedestrian connections between open space amenities.
 - f) Location and preliminary design details of all proposed open space amenities.
 - g) A summary of the perpetual maintenance proposed for each open space area, which maintenance must be feasible and appropriate for each Open Space Type.
 - h) Phasing and location of the open space associated with the overall development and the open space associated with, and integral to, specific buildings.
 - i) A checklist of all required information to be depicted on an Open Space Plan shall be maintained by the Director of Planning Services.
 - 2) **Open Space Easement:** All publically accessible open space accepted by the Town in lieu of otherwise required parkland dedication, or the payment of fees in lieu thereof, shall be dedicated to the public as a permanent public access easement, reflected on the face of a plat. All such open space shall be maintained by the property owner(s) or the property owners' association. Changes to a dedicated open space access easement are permitted only after Town Council approval following a recommendation by the Town Parks Board. Changes to an open space access easement may not reduce the amount of Council-approved open space, the amount of land that is publically accessible, or the accessibility standards outlined in the easement.
- f) *Open Space Types and Credit Calculation:* Each area of open space that meets the requirements of this Section shall be eligible to receive a Town Council approved reduction in

the amount of park land dedication, or fee payment in lieu thereof, otherwise required. The amount of credit that may be granted for eligible open space shall be dependent on whether additional or enhanced amenities are provided, as described herein. Each proposed open space shall be subject to the following Open Space Type-specific criteria and maximum credit eligibility limitations. The Planning Department shall maintain representative examples of each Open Space Type to provide illustrative guidance, the Guide to Open Space Types, on the design, development, character, activation, and location for each Open Space Type.

- 1) *Courtyard*. A courtyard is an unoccupied space, open to the sky, which is bound on two (2) or more sides by the exterior walls of the building or by two (2) or more exterior walls, lot lines or yards. Courtyards may be totally enclosed on all sides by the exterior walls of a building provided that an open pedestrian connection to a public sidewalk, public street, or platted public access easement is included.
 - a) A courtyard must, at a minimum, incorporate the following amenities:
 - 1) Enhanced paving.
 - 2) Seating and associated shade.
 - 3) A focal point in the form of a fountain, sculpture, art installation, or landscape feature.
 - b) Lighting: Accent lighting is required.
 - c) Signage: None if open to a public street. Alternatively, appropriate directional signage if the courtyard is not open to a public street.
 - d) Landscape Design: A coordinated planting scheme shall be installed.
 - e) Credit Option: If the development satisfies the standards above, the Town Council may approve a credit towards the required parkland dedication, or fees in lieu thereof, on a per acre basis, at a ratio of one and three quarter (1.75) acres of required parkland for every one (1) acre of courtyard open space provided. In the event additional or enhanced amenities are provided, the Town Council may increase the credit to a ratio of no more than two and one half (2.5) acres of required parkland for every one (1) acre of courtyard open space provided.
- 2) *Natural Area*. A natural area is open space which consists of areas in the flood plain, upland habitat, creeks, water bodies, topographical slopes, and other environmentally sensitive areas. Amenities within the natural area shall be limited to nature trails, paths, and equestrian trails. The size of a natural area may vary depending upon the environmental element being preserved. Natural areas may also be subject to a conservation easement.
 - a) A natural area must, at a minimum, incorporate the following amenities:
 - 1) A natural area must connect to any trail identified on the Town's Parks and Trails Master Plan, if the planned trail is present within the development (or contiguous with the development) and is located within three hundred feet (300') of the natural area. The natural area must also be accessible from the development's planned commercial or residential areas through the installation of an interconnected system of sidewalks or trails.
 - 2) Paved and/or natural trails that traverse the natural area must be provided, including a defined entrance and signage.
 - 3) Wildlife viewing areas, mountain biking, disc golf, interpretation and education facilities, where conditions permit, are optional but are encouraged.

- b) Lighting: Exterior lighting is prohibited except in limited circumstances where low voltage accent lighting may be appropriate.
 - c) Signage: A natural area may include interpretive kiosks, as deemed appropriate.
 - d) Landscape Design: Natural areas shall incorporate landscaping at entryways or around structures where appropriate. In these situations, sustainable design is preferred.
 - e) Credit Option: If the development satisfies the standards above, the Town Council may approve a credit towards the required parkland dedication, or fees in lieu thereof, on a per acre basis, at a ratio of one and one half (1.5) acres of required parkland for every one (1) acre of natural area open space provided. In the event additional or enhanced amenities are provided, the Town Council may increase the credit to a ratio of no more than two and one quarter (2.25) acres of required parkland for every one (1) acre of natural area open space provided.
- 3) *Green or Lawn.* A green or lawn is an open space available for unstructured recreation and as a gathering place. A green or lawn may be bordered by landscaping rather than buildings and should be adjacent to active uses such as retail and restaurant uses. Its landscape shall consist of land and trees in a coordinated arrangement, requiring minimal maintenance. The size of a green or lawn shall not be less than one half (0.5) acre and shall not exceed two (2) acres in size.
- a) A green or lawn must, at a minimum, incorporate the following amenities:
 - 1) Seating and associated shade.
 - b) Lighting: Street lighting, or ambient accent and bollard lighting, shall be installed, as appropriate.
 - c) Signage: No signage shall be permitted if the green or lawn is open to a public street. Appropriate directional signage shall be installed if not open to a public street.
 - d) Landscape Design: A green or lawn shall be predominately turf with a coordinated planting scheme.
 - e) Credit Option: If the development satisfies the standards above, the Town Council may approve a credit towards the required parkland dedication, or fees in lieu thereof, on a per acre basis, at a ratio of one and three quarter (1.75) acres of required parkland for every one (1) acre of green or lawn open space provided. In the event additional or enhanced amenities are provided, the Town Council may increase the credit to a ratio of no more than two and half (2.5) acres of required parkland for every one (1) acre of green or lawn open space provided.
- 4) *Natural Preserve.* A natural preserve is intended primarily to provide unstructured recreation. Any structured recreation within a natural preserve shall be limited to less than ten percent of the area. A natural preserve is usually independent of surrounding building frontages. Its landscape consists of natural paths, trails, meadows, woodlands, and open shelters. A natural preserve must be greater than one (1) acre in size.
- a) A natural preserve must, at a minimum, incorporate the following amenities:
 - 1) A natural preserve must connect to any trail identified on the Town's Parks and Trails Master Plan, if the planned trail is present within the development (or contiguous with the development) and is located within three hundred feet (300') of the natural preserve. The natural preserve must also be accessible

from the development's planned commercial or residential areas through the installation of an interconnected system of sidewalks or trails.

- 2) Seating and associated shade.
 - 3) Structured Recreation; playground, splash pad, or other type of recreational use as recommended by the Director of Parks and Recreation.
 - b) Lighting: Exterior lighting is prohibited except in limited circumstances where low voltage accent lighting may be appropriate.
 - c) Signage: Signage shall be placed adjacent to all entrances, as well as appropriate directional signage if the park is not open to a public street.
 - d) Landscape Design: A coordinated planting scheme must be implemented.
 - e) Credit Option: If the development satisfies the standards above, the Town Council may approve a credit towards the required parkland dedication, or fees in lieu thereof, on a per acre basis, at a ratio of one and one half (1.5) acres of required parkland for every one (1) acre of natural preserve open space provided. In the event additional or enhanced amenities are provided, the Town Council may increase the credit to a ratio of no more than two and one quarter (2.25) acres of required parkland for every one (1) acre of natural preserve open space provided.
- 5) *Plaza*. A plaza is an open space available for civic purposes and limited commercial activities. A plaza is spatially defined by buildings and its landscape shall consist primarily of enhanced pavement with trees being optional. Plazas are to be located in the core or transition areas of the development and shall be no larger than one (1) acre in size. Plazas can be wider sidewalks or extensions of sidewalks for the purpose of providing outdoor seating for restaurants and cafes.
- a) A plaza must, at a minimum, incorporate the following amenities:
 - 1) Enhanced Paving that defines the space and includes a change in material or colors.
 - 2) Seating and associated shade. Adjacent buildings may satisfy the requirement for necessary shade if the plaza is designed to benefit from building shade during the summer months.
 - b) Lighting: Exterior lighting is prohibited except in limited circumstances where low voltage accent lighting may be appropriate.
 - c) Signage: No signage shall be required if the plaza is open to a public street. Appropriate directional signage shall be required if the plaza is not open to a public street.
 - d) Landscape Design: A coordinated planting scheme must be implemented. Planters that incorporate seating are encouraged and appropriate.
 - e) Credit Option: If the development satisfies the standards above, the Town Council may approve a credit towards the required parkland dedication, or fees in lieu thereof, on a per acre basis, at a ratio of one and three quarter (1.75) acres of required parkland for every one (1) acre of plaza open space provided. In the event additional or enhanced amenities are provided, the Town Council may increase the credit to a ratio of no more than two and one half (2.5) acres of required parkland for every one (1) acre of plaza open space provided.
- 6) *Square*. A square is generally a geometrically symmetrical open space, typically one half (0.5) to two (2) acres in size, available for unstructured recreation and civic purposes. A square is spatially defined by streets and buildings on at least three (3) sides. Its landscape consists of paths, lawns, and trees, all formally arranged.

ORDINANCE NO.

- a) A square must, at a minimum, incorporate the following amenities:
 - 1) Enhanced Paving that defines the space and includes a change in materials or colors.
 - 2) Seating and associated shade. Adjacent buildings may satisfy the requirement for necessary shade if the square is designed to benefit from building shade during the summer months.
 - 3) A primary focal point in the form of a fountain, sculpture, art installation, or landscape feature.
 - b) Lighting: Perimeter lighting and accent lighting shall be permitted, where appropriate.
 - c) Signage: No signage is permitted if the square is open to a public street. Appropriate directional signage shall be installed if the square is not open to a public street.
 - d) Landscape Design: Turf, trees, and coordinated planting scheme shall be implemented within the square. Planters that incorporate seating are encouraged, where appropriate.
 - e) Credit Option: If the development satisfies the standards above, the Town Council may approve a credit towards the required parkland dedication, or fees in lieu thereof, on a per acre basis, at a ratio of one and three quarter (1.75) acres of required parkland for every one (1) acre of square open space provided. In the event additional or enhanced amenities are provided, the Town Council may increase the credit to a ratio of no more than two and one half (2.5) acres of required parkland for every one (1) acre of square open space provided.
- 7) *Retention/Detention Facilities.* Retention/detention facilities are storm water management basins designed to collect storm water and slowly release it at a controlled rate so that downstream areas are not flooded or eroded. These facilities must be designed for multiple uses, and must incorporate include low impact design principals in order to qualify for the Credit Option.
- a) Retention/detention facilities must, at a minimum, incorporate the following amenities:
 - 1) Natural stone or brick veneer complementary to the development is required on headwalls, bridges, culverts, retaining walls, and like structures.
 - 2) A minimum eight-foot (8') trail is required around the retention/detention facility except where site conditions such as excessive slopes or outfall structures render construction of the trail infeasible. The trail shall connect to internal trails proposed within the development. The trail shall also connect to any trail identified on the Town's Parks and Trails Master Plan, if the trail required by this subsection (f)(7)(a)(2) of this section is located within three hundred feet (300') of the trail identified on the Town's Parks and Trails Master Plan and the latter is located within the development or is contiguous to the development.
 - 3) Seating and associated shade.
 - b) Retention/detention facilities must, at a minimum, incorporate the following facility-specific amenities:
 - 1) Detention basins must be designed to achieve a multi-purpose use that provides access to the basin for active and passive recreation activities.

- 2) Retention basins must provide at least one (1) overlook with at least one (1) bench, one (1) trash receptacle, and a minimum of three (3) shade trees.
 - c) Lighting: Perimeter lighting and accent lighting shall be permitted where appropriate.
 - d) Signage: No signage is permitted if the retention/detention facility is open to a public street. Appropriate directional signage shall be installed if the retention/detention facility is not open to a public street.
 - e) Landscape Design: Shade trees, planted a minimum of thirty-feet (30') on center, staggered on each side of the trail surrounding the retention/detention facility, shall be planted.
 - f) The following engineering standards shall apply to the design of a retention/detention facility:
 - 1) The retention/detention facility must comply with the provisions of Chapter 32, the Town's Engineering Design Criteria and Construction Standards.
 - 2) The slope of a retention pond shall not exceed three twenty five percent (25%); provided, however, any slope that exceeds three percent (3%) shall incorporate stone terracing. Terracing or the cutting of a sloped plane into a series of successively receding flat surfaces or platforms, must have a maximum shelf depth of three feet (3') with a maximum six inch (6") risers, and shall not negatively impact Environmentally Sensitive Areas regulated by the Town's SMARTGrowth Program.
 - g) Credit Option: If the development satisfies the standards above, the Town Council may approve a credit towards the required parkland dedication, or fees in lieu thereof, on a per acre basis, at a ratio of one (1) acre of required parkland for every one (1) acre of retention/detention facility open space provided. In the event additional or enhanced amenities are provided, the Town Council may increase the credit to a ratio of no more than one and one half (1.5) acres of required parkland for every one (1) acre of retention/detention facility open space provided.
- 8) *General Open Space.* Open spaces that do not fit into any of the Open Space Types identified above may be considered by the Park Board for eligibility for the Credit Option. General open space may be accepted by the Town Council, following a recommendation by the Parks Board, if the Town Council finds that the general open space satisfies the purpose and intent of this section, as set forth in subsection (a) of this section.
- a) Credit Option: If the development satisfies the standards above, the Town Council may approve a credit towards the required parkland dedication, or fees in lieu thereof, on a per acre basis, at a ratio of one and three quarter (1.75) acres of required parkland for every one (1) acre of general open space provided. In the event additional or enhanced amenities are provided, the Town Council may increase the credit to a ratio of no more than one and one half (1.5) acres of required parkland for every one (1) acre of general open space provided.
- 9) *Calculation.* Calculation of the open space eligible for credit shall be in accordance with the following:
- a) Eligible open space shall exclude all rights-of-way or easements for streets or alleys, required street buffers and setbacks, required screening and landscaping for parking, storage and refuse areas, parking, parking lot tree islands, utility yards,

town trail extensions as outlined in the Town Parks and Trails Master Plan, and all Area Plan requirements as set out in the Master Plan.

- b) Floodplain or water impoundments, as identified in Section 98-148, shall only be eligible for credit in the natural area Open Space Type. The maximum amount of floodplain or water impoundment that may be counted toward open space credit shall not exceed fifty percent (50%) of the total area of open space credit applied to the development. Any amount of floodplain or water impoundment that exceeds this limitation shall be excluded from the credit calculation.
 - c) Areas of proposed natural area and natural preserve open space: 1) containing grades subject to Section 98-147, governing topographical slope protection, 2) located outside of the floodplain, and 3) which prohibit public access, may be counted toward up to fifty percent (50%) of the allowable open space credit. The remaining fifty percent (50%) of the proposed natural area or natural preserve open space must not be subject to the protections set forth in Section 98-147 and must be publicly accessible.
- g) *Review and Approval Process for the Credit Option:*
- 1) The Open Space Plan shall be reviewed by the Director of Planning Services in conjunction with a zoning application for conformance with the standards contained in this Section. An Open Space Plan shall be considered a component of the zoning application for the development. The Park Board shall evaluate the recommendations of the Director of Planning Services on all matters related to this Section and shall render a recommendation to the Planning and Zoning Commission and Town Council regarding the application for the Credit Option, prior to the Planning and Zoning Commission's consideration of the zoning case.
 - 2) Where Open Space Type requirements and amenities are required based on their appropriateness, the Director of Planning Services, shall make a recommendation to the Park Board about the appropriateness of the Open Space Type requirements and amenities, based on the plans and details submitted with the application. All questions regarding the appropriateness of amenities and compliance with the requirements for each Open Space Type shall be finally decided by the Town Council.
 - 3) The Open Space Plan shall be attached to and shall be an integral component of the approved zoning ordinance for the development.
 - 4) All questions regarding the calculation of eligible open space acreage to be considered for parkland dedication credit, or credit for fees in lieu thereof, shall be finally decided by the Town Council. Any otherwise eligible open space acreage omitted from the above calculation by the Town Council shall be deemed to have been rejected by the Town Council.
 - 5) All questions regarding the classification of areas as to Open Space Type, shall be finally decided by the Town Council.
- h) *Park Development Fee:*

- 1) Applicability. Applicants applying for the Credit Option shall pay park development fees in accordance with Section 90-446, except as provided below:
 - a. Credit for amenities constructed within approved open space. Amenities constructed within approved open space shall be eligible for credit towards park development fees in accordance with Section 90-446(c). Only structured recreation, internal extensions of the Town's required trail system, and pedestrian bridges may be eligible for credit towards park development fees that are otherwise required.
- i) *Phasing and Timing:*
 - 1) A phasing plan shall be submitted with the zoning application, as part of the development's development standards. The phasing plan shall include the following:
 - a. Phasing of each open space associated with the overall development.
 - b. Phasing of open space proposed to be associated with, and integral to, specific buildings within the development.
 - c. Phasing of all perimeter landscaping and trails.
 - d. Phasing of trails and sidewalks that provide pedestrian connectivity between open space amenities.
 - e. Proposed compliance with the requirements of Section 90-448.
 - f. Any maps or other graphic depictions necessary to illustrate the proposed phasing plan, as required by the Director of Planning Services.
 - 2) A completion schedule for the open spaces proposed by the applicant shall be submitted at the time of site plan application for the development and be consistent with the approved phasing.
 - 3) Detention/Retention open space credit types and associated amenities shall be completed prior to the acceptance of the subdivision. If the development requires more than one (1) detention/retention pond, then the ponds associated with the phase under construction must be completed prior to the acceptance of that phase of the subdivision.
 - 4) Construction/installation of open space and enhancements associated with and integral to specific buildings shall be completed prior to issuance of a Certificate of Occupancy or Building Final of that building.
- j) *Amendments to approved plans or regulations associated with developments containing approved open space:*
 - 1) The concept plans, Open Space Plan, and development standards establish the regulatory framework of land uses, building location and design, Open Space Type, locations and amenities, access, parking, and trail and sidewalk connectivity, as established by the applicant in conjunction with the zoning application. Any changes to the Open Space Plan that are beyond the range of flexibility provided in the ordinance establishing the zoning district, or as provided in subsection (j)(4) below, shall constitute a major change and shall necessitate a formal amendment of the zoning ordinance governing the development.

ORDINANCE NO.

- 2) The Director of Planning Services may approve minor changes to and deviations from the Open Space Plan, based upon the applicant's written justification for such changes. Upon approval, a revised Open Space Plan shall be filed with the Town. The Director of Planning Services may deny a minor change or deviation from the Open Space Plan regardless of the applicant's written justification. In the event of such denial, an applicant may instead seek approval of the change or deviation by filing an application to amend the zoning ordinance governing the development.
- 3) Any requested minor change or deviation shall be reviewed in the context of prior and pending minor changes. If a pending request for a minor change or deviation, when taken together with the development's prior minor changes, would constitute a major change in the opinion of the Director of Planning Services, the requested minor change or deviation shall be processed as a major change necessitating an amendment to the zoning ordinance governing the development.
- 4) Major changes to the approved Open Space Plan include any of the following:
 - a. Elimination of trail connectivity shown on the approved plans.
 - b. Any changes to the development standards for open space that were approved with the ordinance establishing the zoning district.
 - c. Any reductions in excess of ten percent (10%) in any one of the open space type areas in any phase of the development that was approved as part of the Open Space Plan.

SECTION 4

That Section 98-902(c) "Development Standards" of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, specifically the note contained in Section 3.0 of Table 3 is hereby amended by to read as follows:

*Overall open/civic space allocations in the MU District shall be a minimum of 5 percent (5%) of the gross area of the entire site included in the MU concept plan and shall be distributed appropriately between the MU components. Higher open space allocations may be eligible for height bonuses outlined in Section 7(i). The location and design of appropriate open spaces shall be based on Section 7(g) of this Chapter.

ORDINANCE NO.**SECTION 5**

That Subsection (b) of Section 98-905 of Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby deleted in its entirety and replaced with the following:

Sec. 98-905. - Modifications.

(b) *Park land dedication and park development fees requirements.* The park land dedication and park development fee requirements set forth in Division VIII of Article 6, Chapter 90 shall apply and exclusively govern MU Mixed Use zoning districts. This Division 25 of Article III, Chapter 98 does not authorize park land dedication or park development fee standards that deviate from the requirements of Division VIII of Article 6, Chapter 90.

SECTION 6

That Chapter 98 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding a new Section 98-815 "Park dedication and park development fees," which shall read as follows:

Sec. 98-815. – Park dedication and park development fees.

The park land dedication and park development fee requirements set forth in Division VIII of Article 6, Chapter 90 shall apply and exclusively govern PD Planned Development zoning districts. This Division 21 of Article III, Chapter 98 does not authorize park land dedication or park development fee standards that deviate from the requirements of Division VIII of Article 6, Chapter 90.

SECTION 7

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

SECTION 8

All rights and remedies of the Town of Flower Mound, Texas, are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation,

ORDINANCE NO.

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

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

SECTION 10

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

SECTION 11

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _ TO _, ON THIS THE 15 DAY OF APRIL, 2019.

APPROVED:

STEVE DIXON, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: April 15, 2019

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider a request for a Land Development Regulation Amendment (LDR19-0004 - Limited Residential Definition) to amend Chapter 98, Article III, Division 22, entitled "CC Campus Commercial District," of the Town's Code of Ordinances, to define the standards for Limited Residential development, and to consider adopting an ordinance providing for said amendment. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 8, 2019, meeting.*)**

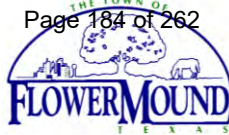
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z public hearing, there was discussion on the fact that, by law, the new Limited Residential development standards would not apply to existing projects that had already been submitted for review. Representatives from two projects that are currently under review requested that language restating the existing legal restrictions be added to the ordinance amendment.

ATTACHMENTS:

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

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 5

REGULAR ITEM

DATE: April 8, 2019

FROM: Lexin Murphy, Director of Planning Services

ITEM: **Public Hearing to consider a request for a Land Development Regulation Amendment (LDR19-0004 - Limited Residential Definition) to amend Chapter 98, Article III, Division 22, entitled "CC Campus Commercial District," of the Town's Code of Ordinances, to define the standards for Limited Residential development.**

I. ITEM SUMMARY

This Town initiated item proposes to amend the Town's Land Development Regulations to provide standards for Limited Residential development within the Lakeside Business District.

This item will require final action by the Town Council, which is scheduled for April 15.

II. APPLICATION ANALYSIS

At the July 17, 2018, Strategic Planning Session, Town Council directed staff to bring forward a discussion on Limited Residential development in the Lakeside Business District. Staff made a presentation to Council on this topic at the January 31, 2019, Work Session ([video link](#), [packet link](#).)

During the Work Session, staff recapped previous discussion items:

- Can Flower Mound draw significant office/commercial projects without the inclusion of a substantial number of residential units?
- If residential is limited numerically, should the limitation be determined per project or per the overall district?
- What would be the most appropriate method for calculating the percentage of allowable residential uses and/or units?

At the conclusion of the Work Session discussion, Council gave staff the following direction in drawing up a proposal defining "limited residential" in the Lakeside Business District:

- Identify the most appropriate location to house this new definition and associated standards.
- Incorporate a 75/25% split between non-residential and residential uses in this area, ensuring that provisions are included to maintain open space in any new projects.

- Build in an incentive opportunity that would allow applicants to increase their residential percentage to 35% for exceptional projects.

On March 4, 2019, during the Town Manager's Report, staff presented initial provisions of the proposal to Council for feedback ([video link](#) – FF to 27:25.)

Staff proposed to:

- Include the new development standards within the Campus Commercial zoning district.
- Limit residential development to 25% of overall building square footage in any new planned development, allowing the square footage of commercial parking garages to count toward the non-residential development total.
- Require a phasing plan.
- Limit residential buildings to a maximum of four stories in height.
- Require 5% of the gross site area be dedicated as open space.
- Incorporate an opportunity for a bonus density request of up to 10%, based on the quality and amount of open space and non-residential development.

Council's feedback to these provisions was to:

- Look at parking garage requirements to ensure the Town is incentivizing quality structures.
- Provide more details and/or direction on which project elements would warrant density bonuses.
- Maintain the four-story maximum height limitation for residential uses.

The proposed ordinance maintains the elements of the initial proposal, and includes more design requirements for parking garages and details on the project features that would be prioritized in consideration of density bonuses.

III. CORRESPONDENCE

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle). At the time this report was written, the Town had not received any correspondence regarding this item.

IV. ATTACHMENTS

A. Background Information

1. Lakeside Business District Area Plan language
2. Design and Use Intent section

B. Application Details

1. Draft Redline Ordinance

Lakeside Business District

Lakeside Business District Land Use Categories:

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

Development in the district must demonstrate the following:

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

Campus Industrial - Large scale developments such as corporate offices, office parks, service/repair, light industry, clean assembly and similar uses, in a planned campus setting. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments.

Office - Office and services uses ranging from garden office developments for small professional practices to larger, multi-story facilities for large tenants. This category would not typically include retail uses, except for incidental service or convenience retail for the office building tenants. In larger office districts, restaurants are encouraged within walking distance of the office buildings.

Lakeside Business District Elements:

Roadways – There are various roadways within the Lakeside Business District. Please refer to the "Town of Flower Mound Thoroughfare Plan" for more specific information on roadways in the Lakeside Business District.

Town Entrance Landscape - International Parkway, Lakeside Parkway and Gerault Road are all major roads into Flower Mound. Landscape for developments along these roads should be of an exemplary quality that reflects their importance as entrances into the Town. The "Town of Flower Mound Urban Design Plan" indicates suggested standards for private and public landscape development along these roads along with the Town's "Median and Right-of-way Design Guidelines." It will be appropriate for the private landscapes to reflect the individuality of the

various developments within the Lakeside Business District, while the public landscape should provide an element of continuity through the District.

Architectural facades along the Town Entrance streets will be a significant contributor to the image of the Lakeside Business District, and should be designed to an exemplary standard for their use. Parking between the building line and the street should be kept to a minimum to enhance the landscape image of the District.

District Arterial Landscape - Spinks Road, Garden Ridge Road and the new north-south urban minor arterial between International Parkway (FM 2499) and Spinks Road are all significant routes within and through the Lakeside Business District. The "Town of Flower Mound Urban Design Plan" along with the Town's "Median and Right-of-way Design Guidelines" also indicates suggested standards for private and public landscape development along these roads. The landscape is particularly important along Spinks, as there are single family residential neighborhoods north of Spinks. It is desirable, though not essential for the landscape treatment to be continued on the edges of the Town parks along Spinks and Garden Ridge Road.

Parks and Flood Plain - There are two parks in the Lakeside Business District: Gerault Park and Bakersfield Park. These are community parks. Refer to the "Town of Flower Mound Parks and Trails Plan" for more specific information on these parks.

There is a significant flood plain along the eastern and southeastern edge of the Lakeside Business District. Since the Town of Flower Mound discourages construction in flood plains, and alteration of flood plains, these areas should be preserved. They should be incorporated into the landscape planning for adjoining development. Since they are anticipated to include segments of the Town's multi-purpose trail in the future, site development in the adjoining Commercial/Industrial areas should be planned for compatible adjacent uses and site features, and avoid exterior storage, utility and similar uses in direct view of the potential trail areas.

Landscape Setback Buffer - Landscape and setback buffers are necessary to provide suitable separations between commercial and/or industrial uses in the Lakeside Business District from residential neighborhoods and developments which abut the District. These are required between the Campus Commercial and Office/Retail land uses west of International Parkway and the existing neighborhoods to their west.

Buffers will also be necessary between the Office/Retail area at the northeast corner of the International Parkway/Spinks Road intersection and the adjacent Estate Density Residential District to its east and north. Since neither of these developments has yet been planned, the buffer between the uses needs to be incorporated into the land development planning for this area.

A landscape/setback buffer is also indicated along the southern edge of Spinks Road. Because of the existing and planned single family residential neighborhoods and the school on the north side of Spinks, the northern boundaries of the Campus Commercial area between International Parkway and Gerault Road should include a landscape buffer at least that screens service and utility areas from view from the neighborhoods and from Spinks Road.

The "Town of Flower Mound Urban Design Plan" along with the Town's "Median and Right-of-way Design Guidelines" indicates standards for landscape and setback buffers between non-residential and residential land uses.

Trail System - There are existing segments of the Town's multi-purpose trail system in this area along with other trail opportunities. Please refer to the "Town of Flower Mound Parks and Trails Plan" for more specific information on the trail system.

Internalized Service Areas - In the areas of the Lakeside Business District designated as suitable for Commercial/Industrial land uses, service areas such as truck docks, layout or storage yards, utility components, trash handling and similar unsightly elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the major surrounding streets: International Parkway, Gerault Road, Lakeside Parkway, and Garden Ridge Road. Such uses should not be visible from these streets.

Architectural Impact Zone - The land at the southern edge of the Commercial/Industrial area east of Gerault Road and north of International Parkway is highly visible from northbound traffic on International Parkway as it enters Flower Mound. Because of the prominence of this site, and its significance to the Town's entry, buildings in this zone should be designed with particular attention to architectural quality and features as seen from International Parkway. This does not preclude industrial buildings from being built in this zone, but it does require that facades and elevations seen from International Parkway be of significantly higher architectural quality than is generally associated with industrial buildings.

Trees and Natural Features - Several large areas of trees, drainage courses and other natural features exist within the Lakeside Business District. These natural features are representative of the distinctive natural atmosphere of Flower Mound, and can have high amenity value for development. Existing trees fall within the purview of the Town's Tree Preservation Ordinance. Trees and other natural amenities should be incorporated into the planning and landscape design of developments within the Lakeside Business District.

Flower Mound Gateways - Distinctive entry demarcation to the Town of Flower Mound will help distinguish it as a unique community. Flower Mound Gateways are planned at or near the Town limits on International Parkway, Lakeside Parkway and Spinks Road.

Refer to the "Town of Flower Mound Urban Design Plan" along with the Town's "Median and right-of-way Design Guidelines" for more specific information on the Flower Mound Gateways.

Town Landmark Intersections - The three major arterials in the Lakeside Business District, International Parkway, Lakeside Parkway, and Gerault Road, are all principal entrances into the Town for both residents and visitors. The intersections with other arterials and collectors on these three streets will be significant orientation locations, particularly for visitors not familiar with Flower Mound. Consequently, these intersections will be major landmarks in the Town, and should be landscaped to provide an exemplary quality of entrance and orientation experience for residents and visitors to Flower Mound.

Refer to the "Town of Flower Mound Urban Design Plan" along with the Town's "Median and Right-of-way Design Guidelines" for more specific information on Town Landmark Intersections.

2.0 Area Plans



DESIGN AND USE INTENT:

In implementing the standards for the Campus Commercial areas, it is the intent that proposed developments focus on job creation and developing a non-residential tax base by planning and designing office and commercial uses. Continuing with the elements of the District's vision, development must:

1. Focus on exemplary and enduring building and site design
2. Focus on high quality development standards
3. Focus on place making, and creating engaging and inspiring places
4. Focus on protecting, respecting, and incorporating open and natural areas through preservation and creating unique outdoor experiences
5. Focus on connectivity to adjacent developments and amenities

In that context development shall:

1. Focus on high quality office development
2. Provide for high quality office and focused commercial uses along FM 2499
3. Limit large parking fields along FM 2499
4. Provide a design that incorporates all uses into a walkable site including open spaces, gathering spots and linked to environmental amenities

In consideration of office and focused commercial development, the Town may allow a limited number of residential units as an incentive for development that incorporates the elements of the district. Any planned residential areas shall be away from, and off of, FM 2499.

The Town will initiate an amendment to change the cross section of Silveron to make it pedestrian oriented.

Sec. 98-848. - Compliance with area plan components

All development in the CC campus commercial district shall be in compliance with the components outlined in the area plans for the Lakeside Business District or the Denton Creek district. For development within the Lakeside Business District Area Plan, Campus Commercial means a mixture of uses which includes corporate offices, office parks, hotels, commercial, similar uses, and may include limited residential development. To ensure the appropriate mixture of uses is provided within the Campus Commercial district, residential development will only be allowed as part of a planned development meeting the criteria outlined below.

- 1. Residential development criteria:** Residential development shall comply with the following standards:
 - a. Residential uses shall be limited to 25% of the overall building square footage in any new planned development in the Campus Commercial District. The remaining 75% of building square footage shall pertain to non-residential uses.
 - b. A phasing plan outlining the percentage mix of residential and non-residential development that will be built in each phase must be submitted with the zoning application, noting the restriction that only the final phase can be comprised of exclusively residential development.
 - c. Buildings used for residential development are limited to a maximum of four stories in height to ensure that residential buildings do not dominate the skyline in an area intended primarily for non-residential use.
 - d. Central core or “wrapped” parking structures surrounded on two or more sides with residential units, are required for multi-family uses. No more than 20% of the required parking for multi-family uses shall be provided as surface parking.
- 2. Parking Structures for non-residential uses:** Parking structures designated to meet non-residential parking requirements may count toward the percentage of non-residential building square footage, provided they meet the following standards:
 - a. Utilize a unified design theme tying the parking structure to other nearby structures within the development.
 - b. Incorporate architectural screens or other techniques to mitigate any adverse visual effects of the parking garage to pedestrians and adjacent properties.
 - c. Provide space to satisfy at least 80% of the required parking of the use(s) identified on the proposed concept plan.
 - d. Are greater than two stories.
- 3. Open space:** The provision of adequate and appropriate open space areas shall be integral to all planned developments in the Campus Commercial District incorporating residential uses. To ensure this is provided, open space shall comply with the following standards:
 - a. The minimum requirement for open space in these types of projects is five percent of the gross area of the site, which shall be dedicated open space and shall be included in the zoning change/development plan application.
 - b. The identified open space can also be used to meet parkland dedication requirements, as outlined in Chapter 90. However, if payment of cash in lieu of dedication is selected,

the five percent open space requirement would remain, as the open space requirement stands on its own and should not be considered a substitution for, nor a requirement in addition to, the language already noted in Chapter 90.

- c. Any open space provided in excess of five percent may be eligible for density bonus provisions as outlined below. Required landscaping, buffers, and detention/retention areas are not counted toward the open space requirement.

4. Bonus provisions:

- a. An applicant may apply for a residential density bonus of up to 10% to equal a maximum of 35% of the overall building square footage. In order to be considered for bonus provisions, the applicant shall provide a list and conceptual design of amenities/design elements on the required concept plan, proposed residential and non-residential (if known) uses and/or tenants for identified buildings, and elevations highlighting proposed building designs.
- b. The planning and zoning commission shall make a recommendation to the town council on the requested bonus package. The town council shall make the final decision on the appropriateness of the amenity/design package for the bonus requested, and may grant all, some, or none of the allowable bonus based on the amenity/design package.

5. Considerations toward achieving a residential density bonus:

- a. Focus and design based on placemaking that incorporates the following elements:
 - i. Use of pedestrian scale design elements including sidewalks/walkways/trails with appropriately scaled shade, planters, and seating along streets and building facades.
 - ii. Use of pedestrian linkages throughout the development.
 - iii. Incorporation of public spaces and art.
- b. The quality of open space provided, as determined by the following:
 - i. The percent increase in open space over the base requirement.
 - ii. The extent to which access has been provided to and emphasis has been placed on preservation of existing wooded areas, view sheds, water bodies, topography, and stream corridors in a natural and continuous state.
 - iii. The extent to which a range of open spaces have been provided to be contiguous with existing open spaces and to invite passive recreation uses from plazas and squares to playgrounds, parks, and environmental preserves.
- c. The percentage of the ground floor building area occupied as nonresidential use only.
- d. Use of parking structures to meet parking requirements, with particular emphasis placed on those that:
 - i. Incorporate pedestrian-oriented uses at street level.
 - ii. Minimize street frontage.
- e. The seamless blending of residential and non-residential spaces, such as restaurants and retail, while incorporating appropriate transitions between uses of varying intensity.
- f. The type, design, and desirability of non-residential uses/tenants and buildings.
- g. Impact of site specific conditions such as grades, vegetation, and automobile and pedestrian access.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING, DIVISION 22, "CC CAMPUS COMMERCIAL DISTRICT" OF ARTICLE III, "DISTRICT REGULATIONS" OF CHAPTER 98, "ZONING" OF THE CODE OF ORDINANCES BY AMENDING SECTION 98-848, "COMPLIANCE WITH AREA PLAN COMPONENTS," TO DEFINE STANDARDS FOR LIMITED RESIDENTIAL DEVELOPMENT WITHIN THE LAKESIDE BUSINESS DISTRICT; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; 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 previously adopted Chapter 98, Article III, Division 22, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, which regulates development in the Campus Commercial zoning district; and,

WHEREAS, the Town Council finds and determines that the regulations related to residential development in the Campus Commercial areas of the Lakeside Business District should be amended to provide development standards; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Texas Local Government Code, Chapter 78 of the Town's Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Land Development Regulations Amendment;

WHEREAS, the Town Council finds that the amendment to Chapter 98 as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

Section 98-848, of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 98-848. - Compliance with area plan components

All development in the CC campus commercial district shall be in compliance with the components outlined in the area plans for the Lakeside Business District or the Denton Creek district. For development within the Lakeside Business District Area Plan, Campus Commercial means a mixture of uses which includes corporate offices, office parks, hotels, commercial, similar uses, and may include limited residential development. To ensure the appropriate mixture of uses is provided within the Campus Commercial district, residential development will only be allowed as part of a planned development meeting the criteria outlined below.

- 1. Residential development criteria:** Residential development shall comply with the following standards:
 - a. Residential uses shall be limited to 25% of the overall building square footage in any new planned development in the Campus Commercial District. The remaining 75% of building square footage shall pertain to non-residential uses.
 - b. A phasing plan outlining the percentage mix of residential and non-residential development that will be built in each phase must be submitted with the zoning application, noting the restriction that only the final phase can be comprised of exclusively residential development.
 - c. Buildings used for residential development are limited to a maximum of four stories in height to ensure that residential buildings do not dominate the skyline in an area intended primarily for non-residential use.
 - d. Central core or “wrapped” parking structures surrounded on two or more sides with residential units, are required for multi-family uses. No more than 20% of the required parking for multi-family uses shall be provided as surface parking.
- 2. Parking Structures for non-residential uses:** Parking structures designated to meet non-residential parking requirements may count toward the percentage of non-residential building square footage, provided they meet the following standards:
 - a. Utilize a unified design theme tying the parking structure to other nearby structures within the development.
 - b. Incorporate architectural screens or other techniques to mitigate any adverse visual effects of the parking garage to pedestrians and adjacent properties.
 - c. Provide space to satisfy at least 80% of the required parking of the use(s) identified on the proposed concept plan.
 - d. Are greater than two stories.
- 3. Open space:** The provision of adequate and appropriate open space areas shall be integral to all planned developments in the Campus Commercial District incorporating residential uses. To ensure this is provided, open space shall comply with the following standards:

- a. The minimum requirement for open space in these types of projects is five percent of the gross area of the site, which shall be dedicated open space and shall be included in the zoning change/development plan application.
- b. The identified open space can also be used to meet parkland dedication requirements, as outlined in Chapter 90. However, if payment of cash in lieu of dedication is selected, the five percent open space requirement would remain, as the open space requirement stands on its own and should not be considered a substitution for, nor a requirement in addition to, the language already noted in Chapter 90.
- c. Any open space provided in excess of five percent may be eligible for density bonus provisions as outlined below. Required landscaping, buffers, and detention/retention areas are not counted toward the open space requirement.

4. Bonus provisions:

- a. An applicant may apply for a residential density bonus of up to 10% to equal a maximum of 35% of the overall building square footage. In order to be considered for bonus provisions, the applicant shall provide a list and conceptual design of amenities/design elements on the required concept plan, proposed residential and non-residential (if known) uses and/or tenants for identified buildings, and elevations highlighting proposed building designs.
- b. The planning and zoning commission shall make a recommendation to the town council on the requested bonus package. The town council shall make the final decision on the appropriateness of the amenity/design package for the bonus requested, and may grant all, some, or none of the allowable bonus based on the amenity/design package.

5. Considerations toward achieving a residential density bonus:

- a. Focus and design based on placemaking that incorporates the following elements:
 - i. Use of pedestrian scale design elements including sidewalks/walkways/trails with appropriately scaled shade, planters, and seating along streets and building facades.
 - ii. Use of pedestrian linkages throughout the development.
 - iii. Incorporation of public spaces and art.
- b. The quality of open space provided, as determined by the following:
 - i. The percent increase in open space over the base requirement.
 - ii. The extent to which access has been provided to and emphasis has been placed on preservation of existing wooded areas, view sheds, water bodies, topography, and stream corridors in a natural and continuous state.
 - iii. The extent to which a range of open spaces have been provided to be contiguous with existing open spaces and to invite passive recreation uses from plazas and squares to playgrounds, parks, and environmental preserves.

- c. The percentage of the ground floor building area occupied as nonresidential use only.
- d. Use of parking structures to meet parking requirements, with particular emphasis placed on those that:
 - i. Incorporate pedestrian-oriented uses at street level.
 - ii. Minimize street frontage.
- e. The seamless blending of residential and non-residential spaces, such as restaurants and retail, while incorporating appropriate transitions between uses of varying intensity.
- f. The type, design, and desirability of non-residential uses/tenants and buildings.
- g. Impact of site specific conditions such as grades, vegetation, and automobile and pedestrian access.”

SECTION 2

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Flower Mound, Texas, as amended, except 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 3

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

SECTION 4

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Code of Ordinances as amended or revised herein, or any other ordinances affecting the matters regulated herein which 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 5

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 6

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 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15 DAY OF APRIL, 2019.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: April 15, 2019

FROM: Robert Pegg, P.E. Assistant Director of Engineering

ITEM: **Public Hearing to consider a request to amend the Land Development Regulations (LDR19-0002 – Drainage and Grading) by amending Chapter 32, entitled “Engineering Design Criteria and Construction Standards,” of the Town’s Code of Ordinances, and to consider adopting an ordinance providing for said amendment. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 8, 2019, meeting.*)**

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

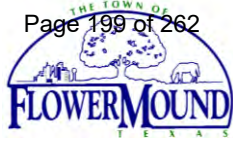
The attached ordinance reflects the changes recommended at P&Z.

ATTACHMENTS:

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

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 3

REGULAR ITEM

DATE: April 8, 2019

FROM: Robert Pegg, P.E. Assistant Director of Engineering

ITEM: **Public Hearing to consider a request to amend the Land Development Regulations (LDR19-0002 – Drainage and Grading) by amending Chapter 32, entitled “Engineering Design Criteria and Construction Standards,” of the Town’s Code of Ordinances.**

I. ITEM SUMMARY

This Town initiated item proposes to amend the Town’s Land Development Regulations to prevent drainage issues in future residential subdivisions.

This application will require final action by the Town Council, which is scheduled for April 15.

II. APPLICATION ANALYSIS

On March 25th, 2019, staff delivered a presentation to the Planning and Zoning Commission (P&Z) as a work session item following the regular Planning and Zoning Commission meeting. The presentation covered issues related to high water and flooding that occurred during the late summer and fall of 2018 within the Town of Flower Mound. Staff provided a list of recommended changes to the Town’s Engineering Design Criteria (Chapter 32 of the Code of Ordinances) designed to address the observed drainage issues in future residential subdivisions.

Planning and Zoning Commission members were supportive of the proposals brought forward by staff and provided feedback requesting that staff consider incorporating an additional change increasing the minimum grades permitted on drainage channels and ditches. P&Z also requested that staff check with the Town’s survey cities to see if they had standards for private drainage easements, a suggestion being proposed by staff.

The proposed amendments to Chapter 32 include the original suggestions presented by staff on March 25th along with the requested change of the minimum grades suggested by the P&Z Commission. Staff has also conducted a survey of the Town’s survey cities and included the results as an attachment to this report.

III. ATTACHMENTS

1. Proposed Amendments to Chapter 32
2. Survey City Results

Proposed Amendments to Chapter 32

The following changes are proposed to Chapter 32 – Engineering Design Criteria and Construction Standards.

1. Proposed Changes to Chapter IV – A. “Runoff Methods.”

- a. Paragraph 2. Rational Method, Section c. Time of Concentration, Item IV) (a) is changed as follows:

Current Text: 10 minutes for property zoned multiple family, churches, schools, local business, central business, commercial, or industrial.

Proposed Text: 10 minutes for property zoned multiple family, high-density single family (lots smaller than 7,500 square feet), churches, schools, local business, central business, mixed use, commercial, or industrial.

- b. Paragraph 2. Rational Method, Section c. Time of Concentration, Item IV) (b) is changed as follows:

Current Text: 15 minutes for property zoned for parks, cemeteries, agricultural, and single family residential.

Proposed Text: 15 minutes for property zoned for parks, cemeteries, agricultural, and single family residential (7,500 square foot lots or larger).

- c. Paragraph 2. Rational Method, Section c. Time of Concentration, Item V) (a) is changed as follows:

Current Text: 10 minutes for property zoned multiple family, churches, schools, local business, central business, commercial, or industrial.

Proposed Text: 10 minutes for property zoned multiple family, high-density single family (lots smaller than 7,500 square feet), churches, schools, local business, central business, mixed use, commercial, or industrial.

- d. Paragraph 2. Rational Method, Section c. Time of Concentration, Item V) (b) is changed as follows:

Current Text: 15 minutes for property zoned for parks, cemeteries, agricultural, and single family residential.

Proposed Text: 15 minutes for property zoned for parks, cemeteries, agricultural, and single family residential (7,500 square foot lots or larger).

2. Proposed Changes to Chapter IV – C. “Town Design Criteria.”

- a. Paragraph 2. Open Channel, Section (f). Channel/Ditch Slopes and Velocities, Item 1 “Minimum Slopes” is changed as follows:

Current Text: Where practicable, all unstabilized channel/ditches should have sufficient gradient to avoid ponding in low flow conditions. A minimum slope of 1 1/2% is required for all unstabilized channel/ditches and swales except those used as part of a wetlands area. Stabilized channels/ditches and swales shall have a minimum of 0.7%.

Proposed Text: All vegetated channels and ditches shall have sufficient gradient to avoid ponding in low flow conditions. A minimum slope of 1 1/2% is required for all vegetated channel/ditches and swales except those used as part of a wetlands area. Channels, ditches and swales that have been stabilized by erosion matting or rip-rap shall have a minimum of grade of 1.0%.

- b. Paragraph 2. Open Channel, Section (f). Channel/Ditch Slopes and Velocities, Item 2 “Maximum Velocity for Earthen Channel/ditch” is changed as follows:

Current Text: Channels and ditches are to be left in their natural state provided that the channel/ditch velocities are 6.0 or less.

Proposed Text: Channels and ditches are to be left in their natural state provided that the velocities are 6.0 or less. The maximum velocity allowed in vegetated channel, ditches and swales is 6 feet per second.

- c. Paragraph 2. Open Channel, Section (f). Channel/Ditch Slopes and Velocities, Item 3 “Maximum Velocity for Improved Stabilized Channel/ditch” is changed as follows:

Current Text: The maximum velocity allowed in improved stabilized channel/ditch is 10 feet per second.

Proposed Text: The maximum velocity allowed in channels, ditch or swales that have been stabilized by erosion matting or rip-rap is 10 feet per second.

- d. Paragraph 5. Detention Facilities, Section a. General, Item ii) is changed as follows:

Current Text: Detention facilities will be in the form of wet ponds in office and retail land uses and either wet or dry facilities for commercial or industrial land uses. Institutional uses will adhere to the form of the pond for the predominant surrounding land use, but will at a minimum provide detention in the form of a dry pond.

Proposed Text: Detention facilities will be in the form of wet ponds in residential, mixed-use, office and retail land uses and either wet or dry facilities for commercial or industrial land uses. Institutional uses will adhere to the form of the pond for the predominant surrounding land use, but will at a minimum provide detention in the form of a dry pond.

- e. Paragraph 5. Detention Facilities, Section a. General, Item v) is added:

Proposed Text: Detention in underground facilities is permitted.

- f. Paragraph 5. Detention Facilities, Section a. General, Item vi) is added:

Proposed Text: The use of regional detention facilities is encouraged.

- g. Paragraph 5. Detention Facilities, Section b. Design Criteria, Item i) is changed as follows:

Current Text: Detention facilities shall be designed for the 100-year event under fully developed conditions in the water shed. Regional facilities are encouraged.

Proposed Text: Detention facilities shall be designed for the 100-year event under fully developed conditions in the water shed.

- h. Paragraph 5. Detention Facilities, Section b. Design Criteria, Item iv) is changed as follows:

Current Text: A detention facility shall have enough gradient to ensure positive drainage to the outlet structures so as to avoid nuisance conditions such as standing water, odors, insects, and weeds. A minimum slope of 0.40 towards the outlet structure is required for all detention facilities.

Proposed Text: A detention facility shall have enough gradient to ensure positive drainage to the outlet structures so as to avoid nuisance conditions such as standing water, odors, insects, and weeds. A minimum slope of 1.5% towards the outlet structure is required for all detention facilities.

- i. Paragraph 5. Detention Facilities, Section c. Pond Form, Item i) is changed as follows:

Current Text: Wet (retention) ponds are required for retail and office land uses and shall be designed utilizing the following guidelines:

Proposed Text: Wet (retention) ponds are required for residential, mixed-use, retail and office land uses and shall be designed utilizing the following guidelines:

- j. Paragraph 5. Detention Facilities, Section c. Pond Form, Item i)(b) is changed as follows:

Current Text: Spray fountains or stone water features shall be used for aeration.

Proposed Text: Spray fountains, bubblers or stone water features shall be used for aeration.

3. Proposed Addition to Chapter IV – “Storm Water System Improvements”

- a. A new paragraph, “Paragraph 10. Private Storm Water Systems”, is proposed to add minimum standards for private, HOA/BOA maintained storm water systems in residential subdivisions.
- b. Proposed text for Paragraph 10. Private Storm Water Systems
 - 1) Minimum Standards for Private Storm Water Systems.
 - a) These standards apply to storm water systems that are located within private drainage easements or X-Lots that are dedicated to an HOA or BOA for maintenance.
 - b) Private storm water systems may be in the form of an open channel (swale) or an underground storm sewer system.
 - c) Private storm water systems must be designed to convey the 100 year storm event. A complete design must be provided in the construction plans and the design must include the HGL for all storm lines, laterals and inlets.
 - d) The velocities in private storm drainage systems must conform to the Town’s design standards for public storm water systems.
 - e) Private storm water systems must be located in drainage easements that are a minimum of 10 feet wide. The drainage easements must be accessible for maintenance purposes from an X-Lot or the ROW.
 - f) Private storm water systems will be inspected by the Town during installation and are subject to the Town’s 3% inspection fee.
 - 2) Private Open Channel Storm Water Systems.
 - a) These standards do not apply to areas within the flood plain or to existing creeks or streams even if they are contained completely on a private lot. Creeks and streams must conform to the Town’s public design criteria.
 - b) With the exception of freeboard, private open channel systems must meet all of the design requirements as public systems. This includes, but is not limited to, velocity, slopes, side slopes and bends. Private open channel systems require a minimum of 6-inches of freeboard.
 - c) Private open channel systems may be vegetated or mechanically stabilized (lined). While lined channels are permitted, the material used to line the channel must be “enhanced” or decorative in nature; plain concrete or grouted rip-rap is not permitted.
 - d) Drainage easements for open channel systems may only be crossed by tubular steel type fencing; no solid style fences are permitted across an open channel type system. The fence restriction must be noted on the subdivision plat as well as in the construction plans. There must be a minimum of 4” of clearance between the lowest part of a fence and the top of a private swale.

3) Private Storm Sewer Systems and Appurtenances

- a) These standards do not apply to private streets; private streets must meet the same standards as public streets.
- b) Private storm sewer systems must meet the same velocity and hydraulic gradient requirements as public storm sewer systems.
- c) Curb inlet size shall be a minimum of three feet (3').
- d) Drop inlets, including those in residential systems, shall be a minimum of 18"x18". Inlets located in unpaved areas must have a minimum of a 2' wide concrete apron.
- e) Inlet structures must be constructed from concrete and may be either pre-cast or cast in place. Cast in place concrete inlets must be designed by an engineer and must have a detail provided in the construction plans. Grate type inlet structures are permitted provided that the grate is cast or ductile iron and can be removed to allow for access and cleaning.
- f) Storm pipes may be either corrugated smooth interior polypropylene (PP) pipe or reinforced concrete pipe (RCP) and must be a minimum of 12" in diameter. Private storm lines must be placed in embedment and must be installed in compliance with the manufacturer's specification. All pipe intersections require a concrete junction box or a manufactured fitting.

4. Proposed Changes to Chapter IV – Appendix A. Hydrology Tables and Figures.

- a. Table 2, titled "Runoff Coefficient Values for "C"" is deleted.
- b. A new Table 2, titled "Runoff Coefficient Values for "C"", see Enclosure 1, is added.

5. Proposed Changes to Chapter IV – C. "Town Design Criteria." Appendix "Rain Fall data"

- a. Table 4, titled "Flower Mound IDF Curve" is deleted.
- b. A new Table 4, titled "NOAA, Atlas 14 - Flower Mound DDF Curve", see Enclosure 2, is added.

6. Proposed Changes to Chapter VI - A. "Grading Criteria."

- a. Paragraph 3. Residential Construction, Section a. Lot Grading, Item (1) is changed as follows:

Current Text: No lot-to-lot cross drainage shall be allowed. If this cannot be avoided, cross drainage shall be conveyed within easements to an open space or public interceptor.

Proposed Text: No lot-to-lot drainage is permitted in residential sub-divisions; lots shall be designed so that they drain to either the ROW or to a drainage easement contained within an X-Lot. The Town Council may grant an exception to this section provided that the developer agrees to install a private drainage system that is located within a drainage easement dedicated to the HOA and that the system

meets the minimum private storm water system standards contained in Section IV of this manual.

- b. Paragraph 3. Residential Construction, Section a. Lot Grading, Item (3) is changed as follows:

Current Text: Slopes across any portion of a residential building lot, not be steeper than 3:1, unless it is being kept in an existing and natural state.

Proposed Text: Slopes across any portion of a residential building lot, may not be steeper than 3:1, unless it is being kept in an existing and natural state.

- c. Paragraph 3. Residential Construction, Section a. Lot Grading, Item (5) is changed as follows:

Current Text: Lot grades shall be verified, by a survey prior to commencement of stabilization for paving. At the end of construction, a lot grading certification letter shall accompany the required as-built grading plans. All final grades shall be within -0.25, of those shown on the approved construction plans.

Proposed Text: Lot grades shall be verified, by a survey prior to commencement of stabilization for paving. At the end of construction, a lot grading certification letter shall accompany the required as-built grading plans. All final grades shall be within +/- 0.3', of those shown on the approved construction plans.

- d. Paragraph 4. Non-Residential Construction, Section a. Grading, Item (4) is changed as follows:

Current Text: Lot grades shall be verified, by a survey prior to commencement of stabilization for paving. At the end of construction, a lot grading certification letter shall accompany the required as built grading plans. All final grades shall be within - 0.25, of those shown on the approved construction plans.

Proposed Text: Lot grades shall be verified, by a survey prior to commencement of stabilization for paving. At the end of construction, a lot grading certification letter shall accompany the required as-built grading plans. All final grades shall be within +/- 0.3', of those shown on the approved construction plans.

Land Use	Runoff Coefficient	by Zoning District
Park areas – No developed land	0.30	A, WR, REC
Developed park sites	0.40	WR, REC
2 acre Residential or Single Family Estate	0.45	AG or SF-E
Single family residential (7,500 SF or larger)	0.55	SF-10, SF-15, SF-30,
Duplex	0.60	2F
Single family residential (below 7,500 SF)	0.65	CBD, MU, SF-5
Multi-family, Townhouse or SFA	0.70	MF, MH
Schools	0.70	SF-E, SF-30, SF-15, SF-10, SF-A, 2F, MF, MH, O, C-1, C-2, I-1
Churches	0.75	SF-E, SF-30, SF-15, SF-10, SF-A, 2F, MF, MH, O, R-1, R-2, I-1, I-2
Local Business	0.75	O, R-1
Central Business or Mixed Use	0.85	O, R-2, MU
Commercial	0.85	C-1, C-2
Industrial	0.85	I-1, I-2
ROW	0.95	

Survey of Benchmark Cities

1. The following benchmark cities were contacted and asked the following question: Does your city have standards for private drainage easements?

POSSIBLE RESPONSES:

- ☒ Yes
- ☒ No
- ☒ No Response
- ☒ No, currently considering adding

2. Results of survey Benchmark Cities

CITY NAME	RESULT
Allen	☒ Yes ☐ No ☐ No Response ☐ No, currently considering adding
Carrollton	☒ Yes ☐ No ☐ No Response ☐ No, currently considering adding
Colleyville	☒ Yes ☐ No ☐ No Response ☐ No, currently considering adding
Coppell	☒ Yes ☐ No ☐ No Response ☐ No, currently considering adding
Denton	☒ Yes ☐ No ☐ No Response ☐ No, currently considering adding
Frisco	☐ Yes ☐ No ☒ No Response ☐ No, currently considering adding

Grapevine	☐ Yes ☐ No ☐ No Response ☒ No, currently considering adding	
Highland Village	☒ Yes ☐ No ☐ No Response ☐ No, currently considering adding	
Keller	☐ Yes ☐ No ☐ No Response ☒ No, currently considering adding	
Lewisville	☐ Yes ☐ No ☒ No Response ☐ No, currently considering adding	
McKinney	☐ Yes ☒ No ☐ No Response ☐ No, currently considering adding	
North Richland Hills	☐ Yes ☒ No ☐ No Response ☐ No, currently considering adding	
Richardson	☐ Yes ☒ No ☐ No Response ☐ No, currently considering adding	
Southlake	☒ Yes ☐ No ☐ No Response ☐ No, currently considering adding	

3. Final Conclusion of survey

14 Benchmark Cities

7- Yes

5 - No

2 - No Response

NOTE: Of the five cities that answered “NO”, two cities are currently considering adding standards.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE "ENGINEERING DESIGN CRITERIA AND CONSTRUCTION STANDARDS" ADOPTED PURSAUNT TO CHAPTER 32 OF THE TOWN'S CODE OF ORDINANCES BY AMENDING CERTAIN PROVISIONS OF THE DESIGN CRITERIA AND CONSTRUCTION STANDARDS RELATED TO STORM WATER SYSTEM IMPROVEMENTS AND GENERAL SITE REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule municipality 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 Chapter 32 of the Code of Ordinances establishing comprehensive engineering and design criteria and construction standards for the subdivision or development of real property within the Town; and

WHEREAS, the Town Council finds that the previously adopted Design Criteria and Construction Standards, as amended, should be amended and updated as provided herein; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing and considered the proposed amendments to the Design Criteria and Construction Standards on April 8, 2019 in accordance with Section 32-3 of the Code of Ordinances; and,

WHEREAS, the Town Council finds that the amendments to the Town's Design Criteria and Construction Standards adopted in Chapter 32 as set out herein are in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

That Section IV, "Storm Water System Improvements," of Part B, "Technical Standards," of Volume I, "Design Criteria" of the Town of Flower Mound Engineering Design Criteria and Construction Standards adopted pursuant to Chapter 32 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended and replaced in its entirety as set out in Exhibit "A" attached hereto and incorporated as if fully set out herein.

SECTION 2

That the table titled "Runoff Coefficient Values for "C"" on page B-V-Append A- 3 of Appendix A, "Hydrology Tables and Figures," of Section V, "Drainage Appendices," of Part B, "Technical Standards," of Volume I, "Design Criteria" of the Town of Flower Mound Engineering

ORDINANCE NO.**PAGE 2**

Design Criteria and Construction Standards adopted pursuant to Chapter 32 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended and replaced in its entirety as set out in Exhibit "B" attached hereto and incorporated as if fully set out herein.

SECTION 3

That the table titled "Flower Mound IDF Curve" of Appendix A, "Hydrology Tables and Figures," of Section V, "Drainage Appendices," of Part B, "Technical Standards," of Volume I, "Design Criteria" of the Town of Flower Mound Engineering Design Criteria and Construction Standards adopted pursuant to Chapter 32 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended and replaced in its entirety as set out in Exhibit "C" attached hereto and incorporated as if fully set out herein.

SECTION 4

That Section VI, "General Site Requirements," of Part B, "Technical Standards," of Volume I, "Design Criteria" of the Town of Flower Mound Engineering Design Criteria and Construction Standards adopted pursuant to Chapter 32 of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended and replaced in its entirety as set out in Exhibit "D" attached hereto and incorporated as if fully set out herein.

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _ TO _, ON THIS THE 15 DAY OF APRIL, 2019.

APPROVED:

ORDINANCE NO.

PAGE 3

STEVE DIXON, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



IV. Storm Water System Improvements

A. Runoff Methods

1. Town Wide Hydrologic Study

The Town Wide Hydrologic Study flows shall be utilized for all areas where flows are provided by the study.

2. Rational Method

a. Methodology

For floodplain areas, the Town Wide Hydrology Study flow values shall be used.

Storm water runoff for drainage areas less than 200 acres may be calculated using the Rational Method. The Rational Method is based on the principle that the maximum rate of runoff from a given drainage area occurs when all parts of the area are contributing to the flow at the point of discharge. The formula for the Rational Method is:

$$(1) Q = CIA$$

Where

Q = maximum rate of discharge (cfs).

C = runoff coefficient based on topography, soil, land use and moisture content of the soil at the time the rainfall producing runoff occurs.

I = rainfall intensity in inches/hour for the time period it takes flow from the farthest point of the drainage area to reach the point of design.

A = the drainage area contributing to the runoff at the specified concentration point/outfall (acres).

b. Runoff Coefficient

The runoff coefficient "C" for existing conditions shall be based on the current land use and the coefficient for proposed conditions shall be based on the proposed land use. A weighted "C" may be used for both existing and proposed conditions upon approval of the Town Manager or his designee.

- i) Runoff coefficient "C" values are based on topography and land use. The table entitled "Runoff Coefficient Values" included in *Appendix A – Hydrology Table and Figures* shall be used to determine "C" values.

EXHIBIT "A"



Town of Flower Mound, Texas

c. Time of Concentration

Time of concentration " T_c " is the longest time, without interruption of flow by detention devices, which a drop of water takes to flow from the farthest point of the drainage area to the point of concentration (i.e. the point of design).

The SCS methodology is recommended to determine the time of concentration (T_c), which is based on three types of flow: sheet flow, shallow concentrated flow, and open channel flow.

- i) **Sheet Flow.** Sheet flow is flow over plane surfaces. It occurs in the uppermost area of the defined basin.

The time of concentration in minutes for sheet flow is determined using the following equation:

$$(2) \quad T_{C \text{ sheet flow}} = 60 \underline{D} V$$

where,

D = distance along the flow path (feet)

V = velocity (feet per second) T_c = time of concentration (minutes)

The longest flow path for the water is determined for the basin, which begins at the uppermost part of the basin and ends at the concentration point for the basin. Sheet flow length is measured along this flow path from the uppermost part of the basin for a length no more than 300-feet (At a maximum distance of 300-feet *sheet flow changes to shallow concentrated flow*).

A slope should be estimated along this length of flow. A velocity corresponding to this slope can be determined using the upland method graph found in *Appendix A – Hydrology Tables and Figures*.

- ii) **Shallow Concentrated Flow.** Shallow concentrated flow begins where sheet flow ends. A projected slope should be established along the flow line for the shallow concentrated flow length. A velocity corresponding to this slope can be determined from the shallow concentrated flow graph in *Appendix A – Hydrology Tables and Figures*. The time of concentration in minutes for shallow concentrated flow is determined by the following equation:

$$(3) \quad T_{C \text{ shallowconcentrated flow}} = 60 \underline{D} V$$

where,



EXHIBIT "A"

Town of Flower Mound, Texas

D = distance along the flow path (feet)
 V = velocity (feet per second) T_c = time
of concentration (minutes)

- iii) **Open Channel Flow.** Open channel flow is applicable for large channel sections. In most cases, it is not applicable for the rational methods (since large channels indicate large watersheds where a unit hydrograph method is applied in the Town of Flower Mound). The time of concentration for open channel flow is determined using the following equations:

$$(4) \quad T_{c \text{ shallow concentrated flow}} = \frac{60D}{V}$$

where,

D = distance along the flow path
 V = velocity (feet per second)
 T_c = time of concentration (minutes)

V is determined using a combination of the continuity equation and Manning's equation:

$$(5) \quad V = \frac{1.486}{n} R^{2/3} S^{1/2}$$

where, n =

Manning's n

$R = A/P$ = hydraulic radius (feet)

A = area (square feet)

P = wetted perimeter (feet)

S = slope (ft/ft)

- iv) **Resulting Time of Concentration.** The time of concentration is the sum of the sheet flow, shallow flow, and open channel flow segments.

$$T_c = T_{c \text{ sheet flow}} + T_{c \text{ shallow concentrated flow}} + T_{c \text{ channel flow}}$$

In no case shall a longer time of concentration be used than:

- (a) 10 minutes for property zoned multiple family, high-density single family (lots smaller than 7,500 square feet), churches, schools, local business, central business, mixed use, commercial, or industrial.

EXHIBIT "A"



Town of Flower Mound, Texas

(b) 15 minutes for property zoned for parks, cemeteries, agricultural, and single family residential **(7,500 square foot lots or larger)**.

v) **Resulting Time of Concentration for Inlets.** When designing inlets the time of concentration is equal to the inlet time. The design engineer may use the actual calculated or specified inlet time. In no case shall a longer inlet time be used than as specified in items (a) and (b) below.

(a) 10 minutes for property zoned multiple family, **high-density single family (lots smaller than 7,500 square feet)**, churches, schools, local business, central business, **mixed use**, commercial, or industrial.

(b) 15 minutes for property zoned for parks, cemeteries, agricultural, and single family residential **(7,500 square foot lots or larger)**.

c. Rainfall Intensity

Rainfall depths can be found from the Town of Flower Mound IntensityDuration-Frequency (IDF) curve. A copy of the IDF curve is provided in *Appendix A – Hydrology Tables and Figures*¹.

Design storm frequencies for various drainage structures are listed in *Appendix A – Hydrologic Tables and Figures*.

3. Unit Hydrograph Method

a. Methodology

A unit hydrograph method is required for drainage areas greater than 200 acres. The recommended unit hydrograph model is HEC-1 and HEC-HMS. The Town Manager or his designee must approve other unit hydrograph methods.

b. Rainfall

Design storm frequency requirements are listed in *Appendix A – Hydrology Tables and Figures*. Rainfall values can be determined using the Town of Flower Mound IDF curve and corresponding table included in the same appendix.

c. Loss Rate



EXHIBIT "A"

Town of Flower Mound, Texas

i) **Methodology**

The loss Rate shall be determined using SCS Curve Numbers. A table of Curve Numbers corresponding to land use can be found in *Appendix A – Hydrology Tables and Figures*.

ii) **HEC-1**

For the HEC-1 hydrology model, the LS card should be used to model the loss rate.

d. **Time of Concentration**i) **Methodology**

The time of concentration shall be developed using SCS methods. The methodology is listed in section A. *Rational Method, 3. Time of Concentration*. The basic principal of the SCS methodology for estimating the time of concentration is where the total time of concentration is equal to the sum of the time of concentrations along the flow path for sheet flow, shallow concentrated flow, and open channel flow.

I For IDF Curve, Rainfall events greater than 60 minutes are from Reference 15 (TP-40); Rainfall events with durations of 5 to 60 minutes are from Reference 9 (Hydro-35).

$$T_{C \text{ total}} = T_{C \text{ sheet flow}} + T_{C \text{ shallow concentrated flow}} + T_{C \text{ open channel flow}}$$

ii) **Methodology**

The Clark Unit Hydrograph Method (UC card, time of concentration in hours) shall be used in the HEC-1 hydrology model.

e. **Routing**i) **Methodology**

Routing shall be accomplished using normal depth storage (normal depth channel routing).

ii) **HEC-1**

The RS, RC, RX, and RY records shall be used for routing in the HEC-1 hydrology model.

B. FEMA Criteria

EXHIBIT "A"

*Town of Flower Mound, Texas*

The developer or owner is required to meet all FEMA regulations. When a submittal to FEMA is required to adjust the FEMA Flood Boundary and Floodway Maps, the submittal must be submitted to and approved by the Town Manager or his designee prior to submitting to FEMA.

Conditional Letter of Map Revisions (CLOMRs) and Letter of Map Revisions (LOMRs) are required for any modifications to a floodplain or floodway. The developer will be required to pay all fees and costs associated with this review.

A Building Permit will not be issued by the Town until a copy of the FEMA approval letter for the LOMRs and CLOMRs is sent to the Town (if required for the site).

C. Town Design Criteria

1. General Requirements

- a. Property shall be developed so that the velocity and rate of runoff created by the development as it leaves the property does not exceed the velocity that existed under pre-developed conditions and rate of runoff that would exist under single family residential land use. This requirement may be satisfied by discharging to a Town approved regional facility. If the downstream system was not designed to carry the single family rate of runoff, detention to predeveloped runoff conditions is required.
- b. Mitigation measures to prevent increases in the velocity and rate of runoff include detention and/or retention facilities. Such mitigation measures shall be constructed in a manner that does not increase the tail water elevation at the upstream property line thereby decreasing the velocity or rate of runoff from the upstream property.
- c. Non-residential developments with a gross acreage of less than 1 1/2 acres are exempt from detention requirements.
- d. Single-family residential developments and small (1 1/2 acres or less) non-residential developments shall incorporate a minimum of three storm water quality best management practices into a storm water management plan, to be submitted with the development plan.
- e. Runoff calculations are required for development of property one acre (1 ac.) or greater, or any property that is platted as a part of an overall tract which is greater than one acre (1 ac.) in size, or where major streams are proposed to be modified.
- f. The Rational Method may be used to calculate runoff for situations in which the drainage area is less than 200 acres. A unit hydrograph method is required for drainage areas 200 acres and larger.

EXHIBIT "A"

*Town of Flower Mound, Texas*

- g. Runoff calculations must be based on the proposed lot grading for the development. Runoff contributed from off-site sources must be considered in the calculations. All off-site drainage systems must be evaluated to ensure adequate capacity for the proposed post-development discharge. All undeveloped off-site property must be considered as single-family residential land use as future development will be required to detain to this runoff level.
- h. All drainage systems shall provide for positive overflow at all low points. Positive overflow means that when the inlets do not function properly or when the design capacity of the conduit is exceeded, the excess flow can be conveyed overland.
- i. Residential lots shall not be platted to contain floodplain. HOA lots with drainage easements shall be dedicated for containing the floodplain area.
- j. No lot to lot drainage is allowed without drainage easements.
- k. Property shall be developed in accordance with the Town's Flood Damage Prevention Ordinance as amended.

2. Open Channels

a. Design Criteria

Unless proven that there is no alternative for compliance with the drainage requirements, existing creeks, streams and natural channels shall not be channelized or improved such that there is degradation of the natural vegetation along the drainage way. Channelization of existing creeks, streams and natural channels shall require the approval of Town Council. The following criteria apply to approved channelization projects or other channels:

i) General Criteria

- (a) In cases where the entire channel section is contained within the limits of the developer/owner property boundaries, the developer/owner shall:
 - 1. Provide for an improved stabilized channel cross-section which reduces all velocities to 6.0 fps or below for vegetated channels. The channel improvements must meet all requirements of these standards. Stabilization method must be designed by a Geo-technical Engineer, based on in-situ soil types.

EXHIBIT "A"



Town of Flower Mound, Texas

2. For vegetated channel sections with overbank velocities exceeding 6 fps, grade control structures must be constructed within the channel and overbank areas to prevent erosion.
- (b) In cases where the property boundary follows the centerline of the channel or incorporates only a portion of the channel cross-section, the developer/owner shall:
1. Determine the design section required to provide for an improved stabilized channel cross-section which reduces all velocities to 6.0 fps or below for vegetated channels. The design channel section must meet all requirements of this ordinance.
 2. The design section may include vegetated channel sections with overbank velocities exceeding 6 fps, provided that grade control structures are included within the channel and overbank areas to prevent erosion. The developer/owner shall construct all improvements required on their property for the ultimate channel design.
 3. If grade control structures are incorporated into the design, the developer/owner shall coordinate with adjacent owners in order to construct these features in their entirety at the time of the channel improvements.
 4. The developer/owner shall provide for a drainage easement and access/maintenance easement consistent with the improvements provided.
- (c) In cases where the developer/owner owns property adjacent to channel or floodplain areas but does not own a portion of the channel or floodplain area, the developer/owner shall (at the discretion of the Town Manager or his designee):
1. Determine the channel improvement configuration necessary to reduce all velocities to 6.0 fps or below for vegetated channels.
 2. Shall provide a dedicated easement to the portion of this future improvement configuration, including necessary maintenance and access easement, which will include the developer/owner property.

ii) Methodology

- (a) **Models.** Major channels or channels where backwater effects occur must be modeled using a standard backwater model. The U.S. Army Corps of Engineer's Hydraulic Engineering Center's model HEC-RAS is preferred. Other models that are

EXHIBIT "A"



Town of Flower Mound, Texas

acceptable are HEC-2 and WSPRO. Note that the model must meet FEMA and standard engineering criteria (in some cases other models must be used).

- (b) **Manning's Equation.** For collector channels and swales, Manning's equation can be used to determine water surface elevations and velocities since backwater effects are negligible. Manning's equation is included in *Appendix B – Hydraulic Equations*.

iii) **Hydraulic Criteria**

- (a) **Freeboard.** Two feet of freeboard is required on all major channels, and one foot of freeboard on collector channels. In bends in the channel, the super elevation of the water must be estimated and added to the freeboard of the channel on the outside of the bend. An equation that can be used to determine the height of the super elevation of the water is included in *Appendix B – Hydraulic Equations*.
- (b) **Flow Regime.** All channels are to be designed to have subcritical flow with a Froude Number less than 0.86. Hydraulic jumps are to be avoided. An exception to this is at bridges and culverts. When a hydraulic jump is predicted at a bridge or culvert the channel bottom and side slopes must be protected from erosion. In addition, the worst case water surface elevation must be used for determining floodway impacts.
- (c) **Channel/Ditch Shape.** It is preferred that channel/ditches and swales have a trapezoidal section. The channel/ditches section should have adequate area to take care of the uncertainties in runoff estimates, changes in channel/ditch roughness coefficients, channel/ditch obstructions, and silt accumulations.
- (d) **Bends.** All channel/ditch radii shall be a minimum of three times the top width of flow. An alignment with few horizontal curves or changes is desirable. If the natural channel/ditch radius is smaller than three times the top width, care should be provided in the design to protect any structures from channel/ditch migration or flooding.
- (e) **Channel/ditch Side Slopes.** Unless shown to be feasible in a soils report sealed by a licensed Professional Engineer in the State of Texas, and approved by the Town Manager or his designee, improved channel/ditches shall have side slopes no steeper than:
 1. 4 feet horizontal to 1-foot vertical for side slopes with grass or other ground cover

EXHIBIT "A"



Town of Flower Mound, Texas

2. 1.5 feet horizontal to 1-foot vertical for side slopes protected by rock or gabions.

(f) **Channel/ditch Slopes and Velocities.**

1. **Minimum Slopes.** ~~Where practicable, All unstabilized~~ **vegetated channel and ditches should shall** have sufficient gradient to avoid ponding in low flow conditions. A minimum slope of 1 1/2% is required for all ~~unstabilized~~ **vegetated** channel/ditches and swales except those used as part of a wetlands area. ~~Stabilized~~ **Channels, ditches and swales that have been stabilized by erosion matting or rip-rap shall have a minimum of grade of 1.0%.**
2. **Maximum Velocity for Earthen Channel/ditch.** Channels and ditches are to be left in their natural state provided that the ~~channel/ditch~~ **velocities are 6.0 or less. The maximum velocity allowed in vegetated channel, ditches and swales is 6 feet per second.**
3. **Maximum Velocity for Improved Stabilized Channel/ditch.** The maximum velocity allowed in ~~improved stabilized~~ **channels, ditches or swales that have been stabilized by erosion matting or rip-rap is 10 feet per second.**

- (g) **Channel/Ditch Vegetation.** The developer/owner shall use low maintenance vegetation cover, as approved by the Town Manager or his designee prior to planting. The selection of materials shall comply with the current ground cover listing for North Central Texas furnished through the Texas Agricultural Extension Service. The vegetation shall be established prior to final acceptance of the project.
- (h) **Erosion Prevention and Channel/Ditch Maintenance.** All channel/ditch sections must consider and account for channel/ditch stabilization in their design. This requirement pertains to all sections whether they are left in their natural condition or are modified in any manner. The design of all drainage channel/ditch and swales shall assure adequate capacity and minimum maintenance to overcome the result of erosion, silting, sloughing of bends or similar occurrences. Drop structures, ditch checks or paved spillways may be required to control erosion that results from the high velocities of large volumes of water on steep grades.

Lined channel/ditches are strictly prohibited unless approved by Town Council. If the design velocity is greater than 6.0 feet per second, for earthen channel/ditches, measures shall be used to reduce velocities. Erosion countermeasures such as stabilization, rock walls, and gabions may be used upon approval of the Town Manager or his designee.



3. Bridges

a. Design Criteria

- i) **Freeboard.** Two feet of freeboard is required between the 100-year water surface elevation and the low chord of the bridge. Exceptions to this requirement must be approved by the Town Manager or his designee in writing.
- ii) **Skew.** The skew of the bridge piers and abutments shall be oriented as close to perpendicular to the flood direction of flow resulting in an angle of attack as close to 90 degrees as possible.
- iii) **Model.** Bridges shall be designed using standard methods. If the HEC-2 backwater model is used, the normal bridge option shall be used for bridges without interior bents (interior piers). The special bridge option in HEC-2 shall be used for bridges with interior bents and for approved situations where pressure flow or weir flow occurs.

b. Erosion Protection

Stream stability shall be assessed when designing the abutments and interior bents of the bridge. Scour shall be accounted for in the design. Refer to references 3 and 4 for more information.

c. Floodplain Vegetation Connection

Bridges designed to cross floodplain shall incorporate a vegetation connection design to ensure the continuity of the natural habitat upstream and downstream of the structure.

4. Culverts

a. Design Criteria.

- i) **Freeboard.** One foot of freeboard is required between the 100-year water surface elevation and the top of road elevation. Exceptions must be approved in writing by the Town Manager or his designee.
- ii) **Methods.** Culverts must be designed using standard methods and engineering judgment. Standard charts are provided in Appendix D--Hydraulic Figures. In addition, numerous computer models are available. Culverts shall be designed in accordance with the latest edition of the Texas Department of Transportation (TxDOT) Hydraulic Design Manual. Standards of the Town of Flower Mound will take precedence over the TxDOT Manual in cases of conflict.

EXHIBIT "A"

*Town of Flower Mound, Texas*

- iii) **Skew.** The culvert shall be skewed such that impacts due to the flood and normal flow angles of attack on the structure are minimized.
- iv) **Erosion.** Culverts can be designed in supercritical flow for hydraulic efficiency. However, the outlet of the culvert needs to be evaluated for erosion concerns, and the hydraulic jump must be forced at the outlet of the culvert, whether by design grades or an energy dissipater.
- v) **Bends.** For long culverts, bends may sometimes be necessary. Culverts are recommended to be designed with maximum 15 degree bends on 50-foot intervals (Reference 5). When modeling culverts with bends, backwater models may need to be calibrated with other models to accurately estimate the losses in the culvert. The Town Manager or his designee can provide guidance on these methods as necessary.
- vi) **Velocity.** The maximum velocity of flow through a culvert shall be 15 feet per second.

b. Erosion Protection

Vegetation Connection. Culverts designed to cross floodplains shall incorporate a vegetation connection design to ensure the continuity of the natural habitat upstream and downstream of the structure.

- ii) **Energy Dissipaters:** Energy dissipaters shall be designed, where required, at exits to culverts, bridges, and in channel/ditches to convey flow safely. Design of these structures shall be according to standard methods (see References for additional sources). The Town discourages the use of energy dissipaters except where hydraulically constrained (sub critical flow throughout the drainage system is preferred).

c. Materials

- i) **Floodplain Crossings.** Culverts crossing floodplain will have an arched top section and all exposed concrete surfaces (culvert, headwall, erosion protection, energy dissipaters, etc.) shall be clad in stone to complement the adjacent development; the height of the exposed face above the culvert top shall be no greater than one-half the height of the culvert opening.

5. Detention Facilities**a. General**

- i) Detention facilities may be used to prevent increases in the velocity and rate of runoff, for aesthetics and to control flooding, soil erosion, sedimentation and pollution at or downstream of the developed site.

EXHIBIT "A"

*Town of Flower Mound, Texas*

- ii) Detention facilities will be in the form of wet ponds in residential, mixed-use, office and retail land uses and either wet or dry facilities for commercial or industrial land uses. Institutional uses will adhere to the form of the pond for the predominant surrounding land use, but will at a minimum provide detention in the form of a dry pond.
- iii) A maintenance plan, approved by the Town Manager or his designee, is required for all detention facilities and shall meet the standards given in this section.
- iv) All detention facilities must be designed to drain within 36 hours of the storm event.

v) Detention in underground facilities is permitted.

vi) The use of regional detention facilities is encouraged.

b. Design Criteria**i) Design Storm Frequency**

Detention facilities shall be designed for the 100-year event under fully developed conditions in the water shed. Regional facilities are encouraged.

ii) Maximum Discharge Rates

The discharge velocity and runoff rate for all developments shall be limited to the pre-developed velocity and single-family residential runoff rate with the following exceptions:

- (a) The runoff from the site can be directly carried to a major channel/ditch or natural drainage way that has adequate capacity to carry the expected runoff to a major drainage outfall. This must be approved by the Town Manager or his designee.
- (b) The runoff characteristics are such that the post project flows are at or below the flows prior to the development.

iii) Minimum Storage Volumes

A detention facility shall be designed to provide adequate storage to detain the required volume for all storm events up to a 100 year storm as indicated by a routing analysis. The post development runoff rate leaving the detention pond shall not exceed a single family residential discharge rate, for any storm event. If the downstream system was not designed to carry the single family rate of runoff, detention to pre-developed runoff conditions is required.

The equations and methodology to determine detention facility storage can be found in *Appendix E-Detention Equations and Sample Calculations*.



EXHIBIT "A"

*Town of Flower Mound, Texas***iv) Minimum Slope in Detention Facilities**

A detention facility shall have enough gradient to ensure positive drainage to the outlet structures so as to avoid nuisance conditions such as standing water, odors, insects, and weeds. A minimum slope of ~~0-40~~ 1.5% towards the outlet structure is required for all detention facilities.

v) Freeboard

All detention facilities shall have minimum of one foot (1 ft.) of freeboard above the water surface elevation of the required runoff storage.

vi) Sediment Control Facilities

Detention facilities used as a sediment control device shall meet the following requirements:

- (a) The sediment control facility shall be designed with minimal velocities such that sediment is dropped and not picked up by flows at any time during the storm event.
- (b) The basin shall be designed with adequate sediment storage area so that sediment removal is not required more than twice a year. Expected removal periods greater than twice a year must be specified in the maintenance plan and approved by the Town Manager or his designee.
- (c) Sediment control facilities cannot be used to meet detention requirements unless the volume of sediment is included in the calculations for the detention basin design.

vii) Flood Peak Consideration

All detention facilities designs shall consider the timing of the flood peak in the main channel/ditch into which the detention facility drains. Delaying the peak from a site in lower portions of a watershed may result in a higher peak on the main channel/ditch.

c. Pond Form

- i) Wet (retention) ponds are required for residential, mixed-use, retail and office land uses and shall be designed utilizing the following guidelines:
 - (a) Grouted stone or loose stone rip rap will be used to prevent mechanical erosion of the pond banks.
 - (b) Spray fountains, bubblers or stone water features shall be used for aeration.



EXHIBIT "A"

Town of Flower Mound, Texas

- (c) A normal water depth will be selected to discourage the growth of algae and other undesirable plant life as well as minimize risk to human safety.
 - (d) The detention volume will be in the form of vegetation established on a maximum 4:1 slope.
 - (e) Inflow and discharge structures will be hidden from view to the extent practical and clad with stone to complement the development.
 - (f) The use of perimeter fences is discouraged, but where required, shall be painted tubular steel with a height no greater than 42 inches.
- ii) Dry detention ponds will only be allowed in commercial and industrial land uses, and shall be designed utilizing the following guidelines:
- (a) Detention storage volume will be in the form of vegetation established on a maximum 4:1 slope; or a combination of stone walls and vegetated slopes, alternating 3'-high walls (maximum exposed face) and 4:1 slopes with a minimum rise of 4' per tier.
 - (b) Walls, if used, will be of a stone material to complement the development.
 - (c) A strip of permeable paving product may be used in the flow line of the pond to facilitate pond maintenance.
 - (d) Inflow and discharge structures will be hidden from view to the extent practical and clad with stone to complement the development.
 - (e) The use of perimeter fences is discouraged, but where required, shall be painted tubular steel with a height no greater than 42 inches.
 - (f) Screening of the pond, if desired, shall be achieved through the use of vegetated berms, landscaping, or a combination of both.

6. Storm Sewer Systems and Appurtenances

a. Storm Sewer Design

i) Storm Frequency

The design storm event for storm sewers shall be a minimum of 100-year, plus 100-year positive overflow at inlets in street low points.



EXHIBIT "A"

Town of Flower Mound, Texas

ii) Velocities and Grades in Storm Sewers

- (a) **Minimum Velocity.** The minimum velocity in a storm sewer conduit shall be 2.5 feet per second.
- (b) **Recommended Slopes.** The minimum slopes for various pipe sizes that will maintain the minimum velocity are given in *Appendix C: – Hydraulic Tables*.
- (c) **Maximum Velocity**
 - 1. **Storm Sewer.** The maximum velocity allowed within a storm sewer conduit is 12.5 feet per second.
 - 2. **Outfall.** The maximum discharge velocities in the pipe shall also not exceed the permitted velocity of the receiving channel/ditch or conduit at the outfall to prevent erosive conditions. The maximum outfall velocity of a conduit in partial flow shall be computed for partial depth and shall not exceed the maximum permissible velocity of the receiving channel/ditch unless controlled by an appropriate energy dissipater (e.g. stilling basins, impact basins, riprap protection).

iii) Hydraulic Gradient of Storm Sewers

Conduits must be sized and slopes set such that runoff flows smoothly down the drainage system. To ensure this smooth passage, the hydraulic gradient must be at the proper elevations. In storm drain systems flowing full, all losses of energy through resistance with flow in pipes, by changes of momentum or by interference with flow patterns at junctions, must be accounted for by accumulative head losses along the system from its initial upstream inlet to its outlet. The purpose of accurate determinations of head losses at junctions is to include these values in a progressive calculation of the hydraulic gradient along the storm drain system. In this way, it is possible to determine the water surface elevation, which will exist at each structure. The hydraulic grade line shall represent the rate of energy loss through the storm drain system.

- (a) The hydraulic grade line (hgl) shall be established for all storm drainage design and be included in the profile of the storm sewer. In open channel/ditches, the hgl is often controlled by the conditions of the storm sewer outfall. Therefore, the tail water elevation must be known. The hydraulic gradient is constructed downstream from the upstream end, taking into account all of the head losses that may occur along the

EXHIBIT "A"



Town of Flower Mound, Texas

line. The gradient can then be adjusted to intersect at or above the gradient of the sewer outfall.

- (b) The friction head loss shall be determined by direct application of Manning's Equation. Minor losses due to turbulence at structures shall be determined.
- (c) The hydraulic grade line shall in no case be closer to the surface of the ground or street than 1 foot.

iv) Minor Losses

When establishing the hydraulic gradient of a storm sewer, minor head losses at points of turbulence shall be calculated and included in the computation of the hydraulic gradient. The following minor losses shall be accounted for in the storm sewer system design. Equations to determine these head losses are in *Appendix B: Hydraulic Equations*.

- (a) **Entrance Losses.** Entrance losses to a closed storm sewer system from an open channel/ditch or lake shall be calculated. The resulting hydraulic grade line shall be compared to inlet control conditions for the storm sewer. The higher of the two values will be used as the controlling upstream hydraulic grade line.
- (b) **Expansion Losses.** For locations within the storm sewer system where the pipe size increases, expansion head loss shall be calculated.
- (c) **Manhole and Bend Losses.** Head losses associated with manholes used for pipe direction changes and bends in pipes of equal diameter shall be calculated.
- (d) **Junction Losses.** Head losses associated with wye connections or manholes with branch laterals entering the main line shall be calculated.

b. Storm Sewer Laterals

Laterals for storm sewer systems shall be sized to control the flooding depth at the inlets. The depth shall not be closer to the surface of the ground or street than 1 foot. Calculation of the flooding depth shall be determined based on the addition of the velocity head of the lateral to the computed hydraulic grade line. See *Appendix B: Hydraulic Equations* for flooding depth equation for laterals.

c. Inlets

i) Inlet Placement

EXHIBIT "A"

*Town of Flower Mound, Texas*

- (a) Storm sewer inlets shall be built along paved streets at frequent enough intervals so that the 100-year storm does not exceed the top of curb.
- (b) Inlets shall be generally placed upstream of intersections. Surface drainage will be allowed to cross intersections of residential streets. However, only one street shall be crossed with surface drainage at any one intersection and this street shall be the lower classified street. Surface drainage must be intercepted prior to an intersection of collector or arterial streets. No surface drainage will be permitted to cross a collector or arterial street. Valley gutters will not be permitted in collector or arterial streets.
- (c) When an alley intersects a street, inlets shall be placed in the alley whenever flow down that alley would cause the capacity of the intersecting street to be exceeded.
- (d) When a driveway intersects a street, inlets shall be placed in the driveway whenever flow down that driveway would cause the capacity of the intersecting street to be exceeded.
- (e) All storm pipe shall be placed in the inside wall of any structure. No sonotube will be allowed.

ii) Capacity and Size

- (a) The minimum inlet size shall be five feet (5'). Pre-cast inlets are not allowed.
- (b) A maximum of 20 feet of inlets shall be at any location.
- (c) Minimum lateral pipe size shall be eighteen-inches (18").
- (d) Where laterals tie into trunk lines, place the laterals on a sixty-degree (60°) angle with the trunk line. Inlet sizing charts are provided in *Appendix D – Hydraulic Figures*.

iii) Design

- (a) All storm drain inlets shall be designed in accordance with the State of Texas Department of Highways and Public Transportation Bridge Division Hydraulic Manual.
- (b) Recessed inlets shall be required on arterial and collector streets.
- (c) A curb line inlet is to be used on all streets except arterial and collectors unless otherwise approved by the Town Manager or his designee.

EXHIBIT "A"

*Town of Flower Mound, Texas*

- (d) Slotted drains, grate inlets or combination inlets will not be allowed unless approval is obtained from the Town Manager or his designee.
- iv) Labeling inlets constructed in conjunction with all new developments shall include signs that prohibit dumping in storm drains.

d. Outfall**i) Flow line Elevations**

The flow lines of storm sewer conduits that discharge into open channels/ditches shall be designed to prevent erosive conditions.

- ii) **Flumes.** Flumes to bring the discharge down to the flow line of earthen creeks shall not be permitted.
- iii) **Drop Structures.** Drop structures shall be allowed only upon the written approval of the Town Manager or his designee.
- iv) **Intersections with Creeks.**

- (a) The discharge pipe shall intersect minor creeks at an angle not to exceed 60degrees.
- (b) Pipes may intersect major creeks at an angle of 90-degrees.
- (c) The Town Manager or his designee may require that pipes intersect major creeks at an angle not to exceed 60-degrees, when a 90-degree angle would result in an erosive condition.

e. Manholes**i) Location**

- (a) Manholes or junction boxes shall be located at intervals not to exceed 500 feet for pipe 48 inches in diameter or smaller and shall not be less than 4' x 4' interior dimension.
- (b) Manholes shall preferably be located at street intersections, sewer junctions, changes of grade-changes of alignment, changes in pipe size, and as a designation of the point between public and private systems.



EXHIBIT "A"

Town of Flower Mound, Texas

- (c) Manholes for sewers greater than 48 inches in diameter shall be located at points where design indicates entrance into the sewer is desirable; however, in no case should the distance between openings or entrances be greater than 1,100 feet.

- ii) **Shape**

Manholes shall be rectangular and as specified in the construction details of these standards.

f. Materials

In general, Storm water shall be carried in reinforced concrete pipe. Other materials are not permitted unless prior approval is obtained from the Town Manager or his designee. *Appendix C-Hydraulic Tables* shows recommended roughness coefficients for various types of conduits. If, in the opinion of the design engineer, other values for the roughness coefficient should be used, the different value can be used with the permission of the Town Manager or his designee in writing. Appropriate notes showing the roughness coefficient shall be provided on the plans. When rock rip-rap is utilized, a filter fabric underlayment shall be included in the design.

g. Installation

- i) **Storm Sewer Installation**

- (a) Construction shall begin at downstream end of project and continue upstream with the pipe bell facing upstream. No upstream piping shall be installed before downstream piping unless approved by the Town Manager or his designee. All sewer lines, whether main lines or service lines, crossing existing streets shall be placed by dry boring within an encasement. Open cut excavation will not be allowed to cross existing streets.
- (b) Sonotubes to connect to structures in lieu of pipe shall not be allowed.
- (c) The amount of trench excavation shall not exceed 200 (two hundred) feet from the end of the pipe laying operations, and no more than 300 (three hundred) feet of total open trench will be allowed. At the end of each work day, all trench excavation shall be backfilled to the end of the pipe laying operation. Barricades and lights will be required around any open trench left overnight.
- (d) Approved manufactured plugs shall be installed at the open ends of the line at the end of each working day. All joints shall be assembled free of dirt and any foreign matter.
- (e) Water jetting of storm sewer trenches shall not be allowed.

EXHIBIT "A"

*Town of Flower Mound, Texas*

- (f) Reference part B Section V for trench testing.
- (g) Concrete work for all structures shall conform to all requirements of ACI 301, Standard Specification for Structural Concrete, published by the American Concrete Institute, except as modified herein.

ii) Extension Ring Installation

- (a) The number of concrete extension ring sections shall be kept to a minimum (i.e. use 1-12" extension ring instead of 2-6" extension rings). [Total depth of manhole throat shall not exceed 24"]
- (b) A 1" x 3-1/2" bitumastic gasket shall be used to seal the extension ring at both joints.

iii) Storm Drainage Wyres and Bends

All storm sewer wyres and bends shall be factory made unless authorized by the Town Manager or his designee or his representative.

7. Roads**a. Design Storm Frequencies****i) Urban Street Sections**

Urban street sections must be designed to contain the 100-year storm event within the curb.

ii) Rural Street Sections

Rural street sections must be designed to contain the 100-year event within the right-of-way or parallel drainage easements.

a. Permissible Spread of Water

As water collects in the gutter and flows downhill, a certain portion of the roadway will be encroached by this flow. This spread of water on the roadway shall be limited to prevent the street from losing its effectiveness as a traffic carrier, which is an important concern in the case of emergency vehicles which may not be able to traverse an inundated roadway. The following table lists the allowable encroachment limits.

EXHIBIT "A"



Town of Flower Mound, Texas

Street Classification	Allowable Encroachment
Residential-Urban	Maximum depth of 6 in. or top of curb.
Residential-Rural	One lane must remain open.
Collector	One lane must remain open by maintaining a maximum depth of 6 in. at the curb.
Arterial	One lane of traffic in each direction must remain open by maintaining a maximum depth of 6 in. at the curb.

b. Calculation of Flow in Gutters

The flow of storm water in curb and gutter sections is classified as open channel/ditch flow. As such, the design calculations are based on a modified form of Manning's equation. A modification to the hydraulic radius term is required because the hydraulic radius is not suitable for describing the cross section. The modified Manning's equation to determine gutter discharge is included in *Appendix B: Hydraulic Equations*.

c. Alleys

- i) The flow created by a 100-year storm shall be contained within the limits of pavement of all paved alleys.
- ii) Alleys shall be super-elevated as required at corners and curves to insure that flow remains in the paved alley section.
- iii) Curbs are required for at least ten-feet (10') on either side of an inlet in an alley and on the other side of the alley. Grate inlets are not allowed in alleys, accept upon approval of the Town Manager or his designee.
- iv) Design flow in alleys shall be calculated by using the same equation to calculate gutter flow for a straight crown calculated in two triangular sections.



EXHIBIT "A"

Town of Flower Mound, Texas

8. Easements**a. Easements Required for Open Channel/Ditches****i) General**

- (a) Drainage and/or floodway easements shall be provided for all open channel/ditches, creeks and flumes and may be dedicated to the Town of Flower Mound.
- (b) No fences, buildings, or other structures which could impede flow shall be placed within these dedicated drainage easements, unless approved by the Town Manager or his designee.

ii) Minimum Widths

- (a) The easement shall also include at least a 10-foot wide maintenance strip along both sides of the channel/ditch or, if the Town Manager or his designee so allows, at least a 20-foot wide maintenance strip along one side of the channel/ditch. Streets, alleys, bike paths, etc., alongside the channel/ditch can serve as all or part of the maintenance easement.
- (b) Drainage easements for flumes shall be located with sufficient width to permit future maintenance accessibility, and in no case shall be less than 15 feet wide.

b. Easements for Enclosed Storm Sewers and Positive Overflow Areas**i) General**

All storm sewer conduits to be dedicated to the Town of Flower Mound shall be located in an easement dedicated to the Town at the time of final platting of the property.

ii) Minimum Easement Widths

- (a) The easement shall be at least 15 feet wide for storm sewers or meet the following requirements:
 - 1. If the storm sewer line has 12-feet or less of fill between the pipe invert and finished grade, the outside diameter of the storm sewer line shall be located a minimum distance of 6-feet from the edge of the easement. If other utilities are located in the same easement, the outside diameter of the storm sewer line shall be located a minimum distance of 2-feet from the outside diameter of the other utilities.

EXHIBIT "A"



Town of Flower Mound, Texas

2. If the storm sewer line has more than 12-feet of fill between the pipe invert and finished grade, the outside diameter of the storm line shall be located a minimum distance of 9-feet from the edge of the easement. If other utilities are located in the same easement, the outside diameter of the storm sewer line shall be located a minimum distance of 6-feet from the outside diameter of the other utilities.
- (b) Special drainage easements on private property shall be a minimum of 10 feet wide or wider if the Town Manager or his designee requires it for maintenance or other purposes. No buildings or other structures and improvements shall be placed within these dedicated easements.

9. Utility Conflicts

With the hydraulic gradient established for a particular line, considerable latitude is available for the physical placement of the pipe flow line elevations. The inside top of the pipe must be on or below the hydraulic gradient, thus allowing the pipe to be lowered where necessary to maintain proper cover and to minimize grade conflicts with existing utilities.

- a. **General.** In the design of a storm drainage system, the engineer is frequently confronted with the problem of intersections between the proposed storm drain and existing utilities such as water, gas and sanitary sewer lines.
- b. **Water Lines.** All existing water lines in the immediate vicinity of the proposed storm drains shall be clearly indicated on both the plan and profile sheets. When design clearly indicates that an intersection of the storm drain line and the water main exists and the proposed storm drain cannot be economically relocated, then the existing water line shall be adjusted.
- c. **Gas Lines and Other Utilities.** All existing gas lines and other utilities in the immediate vicinity of the proposed storm drain shall be clearly indicated on both the plan and profile sheets. Gas lines and other utilities, not controlled by elevation, shall be adjusted when the design clearly indicates that an intersection of the storm drain line and the utility exists and the proposed storm drain cannot be economically relocated.

10. Private Storm Water Systems

a. Minimum Standards for Private Storm Water Systems.

- i) These standards apply to storm water systems that are located within private drainage easements or X-Lots that are dedicated to an HOA or BOA for maintenance.

EXHIBIT "A"

*Town of Flower Mound, Texas*

ii) Private storm water systems may be in the form of an open channel (swale) or an underground storm sewer system.

iii) Private storm water systems must be designed to convey the 100 year storm event. A complete design must be provided in the construction plans and the design must include the HGL for all storm lines, laterals and inlets.

iv) The velocities in private storm drainage systems must conform to the Town's design standards for public storm water systems.

v) Private storm water systems must be located in drainage easements that are a minimum of 10 feet wide. The drainage easements must be accessible for maintenance purposes from an X-Lot or the ROW.

vi) Private storm water systems will be inspected by the Town during installation and are subject to the Town's 3% inspection fee.

b. Private Open Channel Storm Water Systems.

i) These standards do not apply to areas within the flood plain or to existing creeks or streams even if they are contained completely on a private lot. Creeks and streams must conform to the Town's public design criteria.

ii) With the exception of freeboard, private open channel systems must meet all of the design requirements as public systems. This includes, but is not limited to, velocity, slopes, side slopes and bends. Private open channel systems require a minimum of 6-inches of freeboard.

iii) Private open channel systems may be vegetated or mechanically stabilized (lined). While lined channels are permitted, the material used to line the channel must be "enhanced" or decorative in nature; plain concrete or grouted rip-rap is not permitted.

iv) Drainage easements for open channel systems may only be crossed by tubular steel type fencing; no solid style fences are permitted across an open channel type system. The fence restriction must be noted on the subdivision plat as well as in the construction plans. There must be a minimum of 4" of clearance between the lowest part of a fence and the top of a private swale.

c. Private Storm Sewer Systems and Appurtenances

i) These standards do not apply to private streets; private streets must meet the same standards as public streets.

ii) Private storm sewer systems must meet the same velocity and hydraulic gradient requirements as public storm sewer systems.

iii) Curb inlet size shall be a minimum of three feet (3').

EXHIBIT "A"



Town of Flower Mound, Texas

iv) Drop inlets, including those in residential systems, shall be a minimum of 18"x18". Inlets located in unpaved areas must have a minimum of a 2' wide concrete apron.

v) Inlet structures must be constructed from concrete and may be either pre-cast or cast in place. Cast in place concrete inlets must be designed by an engineer and must have a detail provided in the construction plans. Grate type inlet structures are permitted provided that the grate is cast or ductile iron and can be removed to allow for access and cleaning.

vi) Storm pipes may be either corrugated smooth interior polypropylene (PP) pipe or reinforced concrete pipe (RCP) and must be a minimum of 12" in diameter. Private storm lines must be placed in embedment and must be installed in compliance with the manufacturer's specification. All pipe intersections require a concrete junction box or a manufactured fitting.

EXHIBIT "B"

Land Use	Runoff Coefficient	by Zoning District
Park areas – No developed land	0.30	A, WR, REC
Developed park sites	0.40	WR, REC
2 acre Residential or Single Family Estate	0.45	AG or SF-E
Single family residential (7,500 SF or larger)	0.55	SF-10, SF-15, SF-30,
Duplex	0.60	2F
Single family residential (below 7,500 SF)	0.65	CBD, MU, SF-5
Multi-family, Townhouse or SFA	0.70	MF, MH
Schools	0.70	SF-E, SF-30, SF-15, SF-10, SF-A, 2F, MF, MH, O, C-1, C-2, I-1
Churches	0.75	SF-E, SF-30, SF-15, SF-10, SF-A, 2F, MF, MH, O, R-1, R-2, I-1, I-2
Local Business	0.75	O, R-1
Central Business or Mixed Use	0.85	O, R-2, MU
Commercial	0.85	C-1, C-2
Industrial	0.85	I-1, I-2
ROW	0.95	

Exhibit "C"

Flower Mound, NOAA Atlas 14								
Storm Frequency (Years)	Rainfall Intensity (in/hr)							
	Storm Duration (min)							
	5	10	15	30	60	120	180	360
1	4.99	4.00	3.31	2.30	1.49	0.91	0.67	0.40
2	5.80	4.65	3.85	2.66	1.73	1.07	0.80	0.48
5	7.14	5.73	4.74	3.28	2.14	1.33	1.00	0.60
10	8.24	6.61	5.47	3.77	2.46	1.55	1.16	0.70
25	9.73	7.81	6.46	4.45	2.91	1.85	1.40	0.85
50	10.90	8.73	7.19	4.94	3.24	2.08	1.59	0.97
100	12.00	9.63	7.92	5.44	3.58	2.32	1.78	1.10



VI. General Site Requirements

A. Grading Criteria

1. Testing

On privately funded projects, the Contractor shall pay for all required tests. On projects funded by the Town, the Town will pay for all passing tests unless stated otherwise in the contract documents.

a. Earthwork

- i) Utility trenches. Testing of backfilled trenches should be at least one density and moisture content test per 200 linear feet of trench, every other lift, per eight-inch compacted fill thickness and at all laterals. Reports shall be submitted daily to the Town's Inspector and shall be approved before paving is allowed to begin. The amount of trench excavation shall not exceed 200 (two hundred) feet from the end of the pipe laying operations, and no more than 300 (three hundred) feet of total open trench will be allowed. At the end of each work day, all trench excavation shall be backfilled to the end of the pipe laying operation. Barricades, safety fencing, and lights will be required around any open trench left overnight.
- ii) In paving and building areas, at least one moisture-density (Proctor) test, Atterberg limits test and percent finer than #200 sieve test should be performed per soil type for subgrade, backfill, fill and materials.
- iii) In paving and building areas, at least one density and one moisture content test per 2,500 square feet of surface area should be performed for each compacted six-inch thickness of fill.
- iv) At least three density and moisture content tests should be performed in the paving and building areas on the subgrade soils, and at least three density and moisture content tests should be performed per six-inch compact thickness of fill in the building area.
- v) If lime stabilization of site clays is planned, Atterberg limit lime series tests and/or pH lime series tests should be performed for each soil type after each area is cut to grade to determine the required lime percentage for stabilization.
- vi) In lime/cement stabilization areas the quantity of lime/cement spread should be compared to the area stabilized to verify that the required amount was utilized.

EXHIBIT "D"

*Town of Flower Mound, Texas*

- vii) At least one gradation and depth check test per 5,000 square feet should be performed in stabilized areas per compacted lift of eight inches or less to verify that particle size has been reduced to the required level.

2. Designated Flood Plain Areas

- a. As described in the Town's Code of Ordinances, Section 90-401 and 90-402 Drainage and section 98-1081, Floodplain Prefix to District Regulation, as amended, development is prohibited, in designated flood plain areas.
- b. Designated floodplain shall be determined as described in the Town's Code of Ordinances Section 90-401 and 90-402 Drainage and section 98-1081, Floodplain Prefix to District Regulation, as amended.
- c. Flood plain shall not be plotted or included within the boundaries of a residential lot.

3. Residential Construction

a. Lot Grading

- (1) ~~No lot-to-lot cross drainage shall be allowed. If this cannot be avoided, cross drainage shall be conveyed within easements to an open space or public interceptor.~~ No lot-to-lot drainage is permitted in residential subdivisions; lots shall be designed so that they drain to either the ROW or to a drainage easement contained within an X-Lot. The Town Council may grant an exception to this section provided that the developer agrees to install a private drainage system that is located within a drainage easement dedicated to the HOA and that the system meets the minimum private storm water system standards contained in Part B, Section IV of the Design Criteria.
- (2) The minimum allowed slope across any portion of a residential building lot, in the same direction of storm water runoff, shall be 1.00%.
- (3) Slopes across any portion of a residential building lot **may** not be steeper than 3:1, unless it is being kept in an existing and natural state.
- (4) If the grade difference of adjacent building pads is in excess of two (2) feet, then a retaining wall shall be provided along the adjacent property lines. These walls shall be clearly identified in the construction plans, and shall be installed prior to the acceptance of the public improvements. Subsurface drainage shall be conveyed to a drainage easement or street.
- (5) Lot grades shall be verified by a survey prior to commencement of stabilization for paving. At the end of construction, a lot grading certification letter shall accompany the required as-built grading plans. All final grades shall be within **-0.25 +/- 0.3'** of those shown on the approved construction plans.

EXHIBIT "D"

Town of Flower Mound Design Criteria and Construction Standards

April 2010

B - VI - 2

*Town of Flower Mound, Texas*

-
- (6) No slopes steeper than 3:1 shall be located within five (5) feet of a park or equestrian trail, with-out the installation of a retaining wall a minimum of two (2) feet from the park trail.

b. Cuts and Fills

- (1) The maximum allowed cut shall be five (5) feet.
- (2) The maximum allowed fill shall be five (5) feet.
- (3) Any vertical cut in excess of two (2) feet, from natural grade, shall require a retaining wall to be constructed prior to the acceptance of the public improvements.
- (4) Any vertical fill in excess of two (2) feet, from natural grade, shall require a retaining wall to be constructed prior to the acceptance of the public improvements.
- (5) For the purposes of obtaining a building permit the existing finished pad elevation established with-in the approved engineering drawings cannot be altered more than $-.25'$, $+0.50'$, unless prior approval is obtained from the Town Manager or his designee or their designee.
- (6) All retaining walls shall be designed and sealed by a licensed structural engineer.

4. Non-Residential Construction**a. Grading**

- (1) Slopes across any portion of a non-residential lot shall not be steeper than 3:1, unless it is being kept in an existing and natural state.
- (2) No slopes steeper than 3:1 shall be located with-in five (5) feet of a pedestrian or equestrian walkway or trail with-out the installation of a retaining wall a minimum of two (2) feet from the park trail.
- (3) If grading activities are required off of the lot being developed, a grading easement shall be acquired from the adjacent property owner, and filed in the real property records of Denton County, TX, prior to the release of grading activities. A copy of the filed easement shall be provided to the Town.
- (4) Lot grades shall be verified by a survey prior to commencement of stabilization for paving. At the end of construction, a lot grading certification letter shall accompany the required as built grading plans. All final grades shall be within $-0.25'$ $+/- 0.3'$ of those shown on the approved construction plans.

**b. Cuts and Fills**

- (1) The maximum allowed cut shall be ten (10) feet.
- (2) The maximum allowed fill shall be ten (10) feet.
- (3) Any vertical cut in excess of two (2) feet, from natural grade, shall require a retaining wall to be constructed prior to the acceptance of the public improvements.
- (4) Any vertical fill in excess of two (2) feet, from natural grade, shall require a retaining wall to be constructed prior to the acceptance of the public improvements.
- (5) All retaining walls shall be designed and sealed by a licensed structural engineer.

5. Retaining / Screening Walls**a. Screening Wall**

- (1) Plans and cross sections of the subdivision-screening wall, if required, shall accompany the engineering plans for the project and shall be designed and sealed by a licensed structural engineer.
- (2) All pier holes will need to be inspected by a Town Construction Inspector.
- (3) At the end of construction, the structural engineer shall conduct a final inspection and provide a letter to the Town stating that the wall was constructed according to the approved plans.

b. Retaining Walls

- (1) Retaining walls shall be provided as described in the Residential and Commercial lot grading sections.
- (2) The location of the retaining walls shall be clearly shown in the engineering plans, with a top and bottom of wall elevation provided.
- (3) Retaining walls shall be clad with a material that blends with the development.

-
- (4) All retaining walls shall be designed and sealed by a licensed structural engineer,
 - (5) When a retaining wall is required the residential lot shall be graded so water will not cascade over the top of the wall onto the adjacent property. Subsurface drainage shall be conveyed to a drainage easement or street.
 - (6) All pier holes must be inspected by a Town Construction Inspector.
 - (7) At the end of construction, the structural engineer shall conduct a final inspection and provide a letter to the Town stating that the wall was constructed according to the approved plans.

6. Grading Construction

a. Prior to the start of construction

- (1) All tree protection measures shall be in place according to the requirements in Chapter 94 "Trees".
- (2) The parking and/or storage facility shall be in place.
- (3) All erosion control devices measures shall be in place according to the engineering plans.
- (4) Early release of grading activities may be approved according to the Land Development Code Preliminary grading release; bonding, as amended.
- (5) A pre construction conference shall be held prior to the release of any grading activities. Contact the engineering offices to schedule a pre construction conference.

b. During Construction

- (1) Keep all erosion control devices in a clean and working order.
- (2) Keep all tree protection devices up and in working order as according to the requirements in Chapter 94 "Trees".

EXHIBIT "D"

*Town of Flower Mound, Texas*

B. Subsurface Drainage Systems

1. Design Criteria

Where the presence of underground water is encountered at a flow rate determined by the Town Manager or his designee to be detrimental to the adjoining structures or property, a subsurface drainage system shall be installed, of sufficient capacity to protect adjacent structure and property. The minimum pipe diameter is to be six (6) inches with cleanouts located at a maximum distance of 300 feet.

2. French Drain Systems

A French drain system, composed of a minimum four (4) inch diameter non-perforated PVC pipe, shall be installed between the back of curb and the right-of-way line whenever adjoining lot elevations necessitate the use of retaining walls to maintain lot grades. French drain systems must be connected to the storm sewer system. When connection to the storm sewer system is not feasible as determined by the Town Manager or his designee, the French drain system may discharge through the curb. The diameter of the pipe through the curb may not exceed four (4) inches. A permit for the curb core must be obtained, from the Engineering Department, prior to the start of construction.

3. Pipe Materials

The perforated pipe shall be type PS46, or approved equal, PVC pipe conforming to ASTM 758 and ASTM D-1784 with a minimum of four (4) hole rows of ¼ inch diameter perforations on four (4) inch maximum centers. The perforated pipe and conducting pipe shall be white in color.

C. Street Lights

1. Layout

The Town of Flower Mound requires street light layouts to be submitted prior to the approval of the engineering plans. Lights will be required at intersections, cul-de-sacs, and significant curves in the street and mid block on blocks longer than 600 feet max. Additional lighting may be required due to street length.

2. Installation

Lighting to be installed in any existing urban subdivision will be determined based on lack of lighting at intersections, cul-de-sacs, and significant curves in the street, electric accessibility and budget availability. The person making the request will be

EXHIBIT "D"



Town of Flower Mound, Texas

responsible for obtaining adjacent homeowner agreement for the installation of the light and obtaining any easements at their cost.

END OF SECTION



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: April 15, 2019

FROM: Andy Kancel, Chief of Police *AK*

ITEM: Consider approval of a multi-year agreement with All City Management Services, and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Town is currently under Contract with ACMS for crossing guard services and the contract will expire on June 30, 2019. ACMS has provided these services to the Town for the past two years under agreements that were awarded based on the Public Safety Exclusion Option. The Flower Mound Police Department proposes the Town should reenter into an agreement with All Cities Management Services (ACMS) to facilitate the continued operations of the school crossing guard program. ACMS fulfilled their contractual obligations and the goal of reducing police officer coverage in crosswalks was successful.

As illustrated below, the projected annual expenditure of the crossing guard program is based on 64 sites and covers a 175-day school calendar. This service will be covered through 49 established positions. The newly proposed contract price is based on a 1.8% increase to the previous year's contracted price. This rate increase is to cover wage increases for returning crossing guards and supervisors, as well as the associated overhead cost increase in employer payroll taxes, workers compensation, and payroll processing fees. The previous contracted hourly rate was \$21.18, and the new contract rate with the increase would be \$21.56. Based on the previous year expenditures, along with the increase, and charges for the background and drug screening, the projected end of year fiscal cost is estimated to be \$560,249. The second and third year of the contract would increase by approximately 3.5% each year as outlined in the agreement to cover associated expenses. The new contract price will also now include annual background checks for all returning crossing guards and drug screenings upon hire.

<u>Sites</u>	<u>Hours Per Day</u>	<u>Hours Per Day</u>	<u>Days Per Year</u>	<u>Hourly Billing Rate</u>	<u>Totals:</u>
53	2.0	106	175	\$21.56	\$399,938
8	4.5	36	175	\$21.56	\$135,828
2	1.0	2	175	\$21.56	\$7,546
1	4.0	4	175	\$21.56	\$15,092
Annual Background Checks and Drug Screening					\$1,845
Total Projected Hours: 25,900				Total Annual Projected Cost: \$560,249	

FISCAL IMPACT: For this fiscal year we would contractually pay ACMS for 175 school days (July 1, 2019, thru June 30, 2020) at a rate of \$21.56 per hour / per guard. The sum of the projected cost is based on the 25,900 hours of service they will provide to cover the 64 site locations and will not exceed \$560,249. This amount also includes background and drug screening. Subsequent years will have a 3.5% increase which will be requested through the budget process.

Proposed Expenditure/(Revenue):

\$560,249

Account Number(s):

100-640-43500-5110

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

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

ATTACHMENTS:

1. All City Management Services Contract

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



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated _____, 2019 and is between the TOWN OF FLOWER MOUND, TX (hereinafter called the "Town" and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2019 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel for the Town equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Town.
3. The Town's representative in dealing with the Contractor shall be designated by Flower Mound Police Department.
4. The Town shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state of Texas and the Flower Mound Code. Contractor shall perform criminal background checks and pre-employment drug screening on all prospective personnel. Contractor shall maintain confirmation or record of each employee that has completed and passed each perspective test. Contractor shall also conduct criminal background checks on all Crossing Guards currently contracted and working under this agreement at the commencement of each school year.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state of Texas and the Flower Mound Code pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under the Town's jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling. The Town authorizes certain locations and specific shifts to be designated as Optional Sites (see Exhibit B). Crossing Guards assigned to these sites will be classified as Floater Guards and serve as alternates at other locations when needed. The potential relocation of Crossing Guards from these sites is done with the approval of the Police Department, is based on meeting the safety needs of the program at large and will not incur a penalty if/when the sites are without coverage.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Town a Certificate of Insurance naming the Town and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Town, its officers, agents and interest of the Town. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the Town.
11. Contractor agrees to defend, indemnify and hold harmless the Town, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the Town its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay the Town, its officers, agents, or employees, any and all costs and expenses incurred by the Town, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of the Town, liability will be apportioned between Contractor and the Town based upon the parties' respective

degrees of culpability, as determined by the court, and Contractor's duty to indemnify the Town will be limited accordingly.

- e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Town for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (90) days written notice to the other party.
 13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Town.
 14. The Town agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-One Dollars and Fifty-Six Cents (\$21.56) per hour, per Crossing Guard for the 2019-2020 fiscal year, Twenty-Two Dollars and Thirty-One Cents (\$22.31) per hour, per Crossing Guard for the 2020-2021 fiscal year and Twenty-Three Dollars and Nine Cents (\$23.09) per hour, per Crossing Guard for the 2021-2022 fiscal year. The town also agrees to pay additional costs for Annual Background Checks and Drug Screening. The total annual projected costs for this program are shown on Exhibit A.
 15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
 16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the State of Texas or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide the Town with 60 days-notice of its request to increase pricing. The Town agrees to review and respond to said notice within 30 days of receipt.
 17. The Town shall have an option to renew this contract for an additional one (1) year term. In the event this Agreement is extended beyond June 30, 2022; the compensation and terms for services shall be established by mutual consent of both parties.
 18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

Town of Flower Mound

By _____
Signature

Print Name and Title

Date _____

All City Management Services, Inc.

By  _____
D. Farwell, Corporate Secretary

Date: 3/4/2019

Exhibit A

All City Management Services Inc.

Client Worksheet 2019 - 2020

Department: 301001 / 301002 / 301004

Billing Rate for 2019/20120: \$21.56

Capt. Shane Jennings Town of Flower Mound 2121 Cross Timbers Rd Flower Mound, TX 75028
--

		106		175		\$21.56	=	\$399,938.00
53	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		36		175		\$21.56	=	\$135,828.00
8	Sites at 4.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		2		175		\$21.56	=	\$7,546.00
2	Sites at 1.0 hr per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		4		175		\$21.56	=	\$15,092.00
1	Site at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Add-On Costs

Annual Background Checks	\$1,475.00
Drug Screening	\$370.10

TOTAL PROJECTED HOURS

25900

TOTAL ANNUAL PROJECTED COST

\$560,249.10

Exhibit A**All City Management Services Inc.****Client Worksheet 2021 - 2022****Department: 301001 / 301002 / 301004****Billing Rate for 2021/2022: \$23.09**

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

		106		175		\$23.09	=	\$428,319.50
53	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		36		175		\$23.09	=	\$145,467.00
8	Sites at 4.5 hrs per day	Total Hrs/day	X	days/yr	X	22.31		
		2		175		\$23.09	=	\$8,081.50
2	Sites at 1.0 hr per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		4		175		\$23.09	=	\$16,163.00
1	Site at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Add-On Costs

Annual Background Checks	\$1,475.00
Drug Screening	\$370.10

TOTAL PROJECTED HOURS**25900****TOTAL ANNUAL PROJECTED COST****\$599,876.10**

Exhibit A

All City Management Services Inc.

Client Worksheet 2020 - 2021

Department: 301001 / 301002 / 301004

Billing Rate for 2020/2021 \$22.31

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

		106		175		\$22.31	=	\$413,850.50
53	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		36		175		\$22.31	=	\$140,553.00
8	Sites at 4.5 hrs per day	Total Hrs/day	X	days/yr	X	22.31		
		2		175		\$22.31	=	\$7,808.50
2	Sites at 1.0 hr per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		4		175		\$22.31	=	\$15,617.00
1	Site at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Add-On Costs

Annual Background Checks	\$1,475.00
Drug Screening	\$370.10

TOTAL PROJECTED HOURS

25900

TOTAL ANNUAL PROJECTED COST

\$579,674.10

Exhibit B

OPTIONAL SITES

School(s) Served	Location I.D. from Matrix	Authorized Shifts
Lamar Middle	Timber Creek / Kings Drive (IFOS)	1 site PM Shift ONLY
Bridlewood Elementary	Bridlewood / West Windsor	1 site AM and PM Shift
Flower Mound Elementary McKamy Middle	Old Settlers / Flower Mound (IFOS at Elementary Driveway)	1 site Elementary Shifts ONLY
Wellington Elementary	Bruton Orand / Flower Mound	1 site AM and PM Shift



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: April 15, 2019

FROM: Andrea Roy, Economic Development Director

ITEM: Discuss and consider authorizing the Mayor to issue a response to Sunset Legacy, LP and Lakeside Residences, LP regarding a Fine Arts Facility in Lakeside Village, in accordance with the terms outlined in the Third Amendment to Development Agreement for Lakeside DFW.

BACKGROUND INFORMATION: On June 4, 2018, the Town Council approved a Third Amendment to Development Agreement for Lakeside DFW, which established certain rules and regulations that aligned with the recently approved MU17-0002 and Amended Lakeside Development Code, including project phasing, a fine art facility, and lakeshore public amenities.

Specifically, the Third Amendment included a requirement that no private development or use shall be permitted on the land area designated as the Arts Facility Location, per Ordinance No. 09-18, unless the Town fails to both: 1) deliver a letter of commitment to Developer by April 17, 2019, containing a firm intent to pursue construction of the Fine Arts Facility; and 2) commence construction of the Fine Arts Facility by December 31, 2022.

The Town Council may choose to provide the letter of commitment to the Developer, respond with proposed alternative terms/deadlines, or provide no response, which would allow the Developer to pursue other interested parties for the site designated as the Arts Facility Location.

As Town Council has expressed an interest in conducting further due diligence in the matter of a fine/cultural arts center, a draft response letter is attached, outlining proposed revised deadlines and project milestones.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft response letter

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



April 15, 2019

Jimmy Archie
Realty Capital
909 Lake Carolyn Parkway, Suite 150
Irving, Texas 75039

RE: Response to proposed Terms outlined in March 21, 2019 correspondence and requirements of the Third Amendment to Development Agreement for Lakeside DFW (approved on 6-4-18)

Dear Jimmy,

In response to the proposed terms outlined in the letter of March 21, 2019 to Town Manager, Jimmy Stathatos, and in keeping with the conditions of the Third Amendment to the Development Agreement for Lakeside DFW as it pertains to a Fine Arts Center, I writing to indicate the Town of Flower Mound's intent to pursue efforts to establish a Fine/Cultural Arts Center through research of a potential facility's components and programs, including the feasibility of constructing and operating such a facility.

In accordance with the Town's recently adopted Cultural Arts Master Plan, the Town will pursue consulting services to aid in the identification of needs, demands and feasibility of this type of facility. However, the deadlines provided in the Third Amendment to the Development Agreement and the Term Sheet provided on March 21, 2019, simply cannot be met. Realty Capital's urgency in moving the project forward is understood; however, the Town must conduct the necessary due diligence associated with the project. The estimated timeframe to determine the Town's intent to move forward is approximately seven months from the present day (estimated at December 2, 2019). During this time, the Town will develop an RFQ for consulting services, enlist the services of a consultant, conduct the study on the subject, and present these findings to Town Council. It is based on these results, that the Town will then be able to firmly commit our intentions regarding the Center.

The Town Council has great interest in exploring this opportunity and has proposed inclusion of a Fine/Cultural Arts Center within the draft TIRZ Project and Financing Plan, indicating our sincere interest in moving forward with the project.

It is with this letter, that the Town requests an extension from Sunset Legacy and Lakeside Residences to respond with its firm intentions by January 7, 2020. At that time, the Town will be able to outline a clear path to development of a Fine/Cultural Arts Center.

Thank you for your continued support of the Flower Mound community. Please call me with any questions or comments.

Sincerely,

Steve Dixon
MAYOR

Town Council Future Agenda Items



SCHEDULED	5/6/2019	Consent	Consider approval of Proposal # 19-332, Flower Mound Fire Station 7, I/NET Access Control System, from Schneider Electric Buildings, a Sole Source Provider, in the amount of \$46,695.00.
		Consent	Consider approval of the Construction Agreement with North Rock Construction LLC, for the Bakersfield Restroom and Concrete Walkway project, in the amount of \$409,968.02; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the award of Bid No. 2019-53-B, to Bean Electrical, Inc., for the construction of the FM 407 at Browning – Reconstruction signal project, in the amount of \$169,060.25; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Sidewalk Links (407 - Morriss to Browning) - Design Award.
		Consent	Consider approval of an ordinance amending Chapter 66, Article V, Section 66-214 of the Code of Ordinances of the Town of Flower Mound, Texas, relating to the prima facie speed limits for specific streets by lowering the prima facie speed limit on various streets with Wellington of Flower Mound Phase 8 and Phase 9 to 25 mph (The Transportation Commission recommended approval of the exception request for Wellington Phase 8/9 by a vote of 6 to 0 at its February 12, 2019, meeting.), and conversion of streets within Wellington Phase 5a, 6 and 7 to 25 mph, and adjustment of the School Zone on Bruton Orand Blvd. near Brittainy Drive
		Consent	CoServ to Install Street Lights @ Forest Vista @ Garden Street.
		Consent	Consider approval of the consumption of alcoholic beverages at the Flower Mound Senior Center during the SIM Auxiliary's Casino Night.
		Consent	Consider approval of the Professional Services Agreement with Mesa Design Associates, Inc., for the design services associated with the Peters Colony Memorial Park Master Plan project, in the amount of \$39,500.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on April 15, 2019.
		Consent	Consider approval of the minutes from a Joint Town Council/Environmental Conservation Commission work session held on April 18, 2019.
		Consent	Consider approval of a Professional Services Agreement with ECS Southwest LLC, to provide construction materials engineering and testing for the construction of the Library Expansion Project with ECS Southwest LLC. in the amount of \$54,735.00; and authorization for the Mayor to execute the same on behalf of the Town.

SCHEDULED	5/6/2019	Regular	Public Hearing to consider approval of a Master Plan for Bella Lago Park.
		Regular	Public Hearing to consider an application for a tree removal permit for nine (9) specimen trees on property proposed for development as Windhaven Assisted Living. The property is generally located south of Cross Timbers Road and west of Auburn Drive. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 5, 2019 meeting).
		Regular	Public Hearing to consider an application for a tree removal permit for ten (10) specimen trees on property proposed for development as Townlake Phase 4. The property is generally located south of Cross Timbers Road and east of Flower Mound Road. (The Environmental Conservation Commission recommended approval by a vote of 4-2-0 at its April 2, 2019, meeting).
		Regular	Public Hearing to consider an application for a tree removal permit for one hundred seven (107) specimen trees on property proposed for development as Lakewood development. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. Commission Member Naylor seconded the motion. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its March 5, 2019 meeting).
		Regular	Public Hearing to consider a request for rezoning (ZPD17-0013 - Lakewood) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.163 (PD-163) with both non-residential and residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan, including a Comprehensive Sign Package, and with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, and a waiver to the Architectural Standards in the Town's Urban Design Plan for roof pitch for certain buildings less than 15,000 square feet in size, and with certain waivers, exceptions and modifications to the Code of Ordinances including but not limited to an exception to Section 98-147, "Topographical Slope Protection". The property is generally located north of Long Prairie Road and east of Silveron Boulevard.
		Regular	Public Hearing to consider a request for rezoning (ZPD19-0005 - Windhaven Assisted Living) from Agricultural District (A) uses to Planned Development District-173 (PD-173) with Agricultural District (A) uses and a nursing or congregate care facility, with certain exceptions and modifications to the Code of Ordinances. The property is generally located south of Cross Timbers Road and west of Auburn Drive.
		Regular	Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-warehouse tax abatement at 951 S Garden Ridge Blvd.
		Regular	Public Hearing to consider approval of a Tax Abatement and Chapter 380 Agreement with Thirty-One Gifts, LLC and Prologis, Inc., for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
		Regular	Consider approval of the Guaranteed Maximum Price (GMP) with Steele and Freeman, Inc., for the construction of the Library Expansion Project in the amount of \$9,408,836.00; and authorization for the Mayor to execute the same on behalf of the Town.

SCHEDULED	5/14/2019	Regular	Placeholder: May 4, 2019 election canvass
	5/20/2019	Presentation	National Public Works Week Proclamation
		Consent	Consider approval of a Professional Services Agreement with Alan Plummer Associates, Inc., to provide contract construction management and resident project representation services, associated with the Wastewater Treatment Plant Ultraviolet System Update project, in the amount of \$224,961.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 6, 2019.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on May 14, 2019.
		Regular	Public Hearing to consider a request for rezoning (ZPD18-0011 - Highland Pointe Park) to amend Planned Development District No. 19 (PD-19) with Office District (O) uses to Planned Development District No. 19 (PD-19) with Commercial District-2 (C-2) uses, to add the conceptual plans and elevations, to modify the development standards, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property. The property is generally located north of Valley Ridge Boulevard and east of Morriss Road.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA19-0001 – Senior Housing Overlay) to amend Section 1, Land Use Plan, by deleting the provisions related to Senior Housing.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA18-0007- Highland Pointe Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to Commercial/Industrial uses. The property is generally located north of Valley Ridge Boulevard and east of Morriss Road.
	6/17/2019	Consent	Windsor Roundabout Connection AND Valley Ridge Blvd @ Morriss Rd - Testing Award.
		Consent	FM 1171 @ Riverwalk Drive - Testing Award
		Consent	Upper Timber Creek Interceptor Phase III & Phase IV - Construction Award.
		Consent	Windsor Roundabout Connection AND Valley Ridge Blvd @ Morriss Rd - Construction Award.
		Consent	FM 1171 @ Riverwalk Drive Intersection Improvements - Construction Award.
	7/15/2019	Consent	Windsor Roundabout Connection - Testing Award.
		Consent	Windsor Roundabout Connection - Construction Award.