

## AGENDA

### FLOWER MOUND TOWN COUNCIL REGULAR MEETING

6/17/2019

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](http://www.flower-mound.com/AgendaCenter)  
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*Please silence or turn off all electronic devices in Jody Smith Hall*

**A. CALL MEETING TO ORDER**

**B. INVOCATION**

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

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

**D. PRESENTATIONS**

1. Certificate of Distinction - Audrey Weidner (Mayor for the Day)
2. Proclamation for National Parks and Recreation Month
3. Presentation by Republic Services regarding current recycling market, impacts, challenges, and plan to address.

**E. PUBLIC COMMENT**

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

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

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972-874-6000 during business hours.

**F. ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

**G. TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Legislative updates
4. Street name change for southern segment of Long Prairie Road (FM 2499)

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**H. FUTURE AGENDA ITEMS**

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

**I. COORDINATION OF CALENDARS**

1. A strategic planning session is scheduled for Friday, June 21.
2. A regular meeting is scheduled for Monday, July 15.

**J. CONSENT ITEMS**

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

1. Minutes 6/3- Consider approval of the minutes from a regular meeting of the Town Council held on June 3, 2019.
2. ionWave Agreement- Consider approval of Master License and Services Agreement with ionWave Technologies for the Town's e-procurement system; and authorization for the Mayor to execute same on behalf of the Town.
3. Utility Bill Bulletin printing Contract- Consider approval of Contract No. 2019-50-A with Print Team for the monthly Utility Billing Bulletin in the amount of \$14,600; and authorization for the Mayor to execute on behalf of the Town.
4. Denton Co. ICA - Canyon Falls- Consider approval of an Interlocal Cooperative Agreement with Denton County for US 377 at Canyon Falls Drive signal project; and authorization for the Mayor to execute same on behalf of the Town.
5. Library Expansion Design Amend 2- Consider approval of Amendment No. 2 to Komatsu Architects for the Library Expansion project design, in the amount of \$34,396.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Update Appendix A Permit Fees- Consider approval of an Ordinance amending Appendix A "Fee Schedule," referenced in Chapter 14, "Buildings and Building Regulations," Section 14-1, "Building, plumbing, mechanical and electrical permit fees," of the Code of Ordinances of the Town of Flower Mound, Texas, by updating building permit fees based on job value.
7. TCEQ Settlement Agreement- Consider approval of a TCEQ Settlement Agreement resulting from a discharge of chlorinated water into Stone Bend Creek on July 2, 2018; and authorization for the Mayor to execute same on behalf of the Town.

**K. REGULAR ITEMS**

8. Upper Timber Creek Ph 3&4 Const Award- Consider approval of a Construction Agreement with Excel Aircraft LLC dba Excel Trenching, for the Upper Timber Interceptor Phase III & IV project, in the amount of \$4,922,134.90; and authorization for the Mayor to execute same on behalf of the Town.



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9. Windsor Roundabout Connection- Consider approval of the continuation of the Windsor Roundabout Connection project which includes extending Windsor Drive to West Windsor Drive. (The Transportation Commission recommended denial by a vote of 4 to 2 at its May 16, 2019, meeting.)
10. Lakeside Center Ch 380- **Public Hearing** to consider approval of an amendment to the Chapter 380 Agreement between the Town of Flower Mound and FM 2499 Office Venture, LP, for the speculative office project located on a 10-acre tract on the west side of Long Prairie Road, between Lakeside Pkwy. and Silveron Blvd., amending Section 4.4 (Infrastructure Grant), and authorization for the Mayor to execute same on behalf of the Town.
11. SP19-0003 Lakeside Center- Consider a request for a Site Plan (SP19-0003 - Lakeside Center) to develop office buildings and a parking structure with an exception to Section 98-147, Topographical slope protection, as authorized by Section 98-147(b) of the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 10, 2019, meeting)
12. FM 2499 Office Venture LLC Ch 380- Consider consent to an amended security agreement and collateral assignment of the Chapter 380 Agreement between the Town of Flower Mound and FM 2499 Office Venture, LLC, (converted to FM 2499 Office Venture, LP) to First United Bank and Trust Company, and authorization for the Mayor to execute same on behalf of the Town.
13. Lakeside Crossing Ch 380- **Public Hearing** to consider approval of a second amendment to the Chapter 380 Agreement between the Town of Flower Mound and Lakeside Crossing Land Partners, LP, amending Sections 3.1 (Construction of Improvements), 4.1 and 4.2 (Real Property and TPP Grants), and authorization for the Mayor to execute same on behalf of the Town.
14. SP19-0001 Lakeside Crossing Bldg 4&5- Consider a request for a Site Plan (SP19-0001 Lakeside Crossing Buildings 4 & 5, Phase 2) to develop two retail buildings. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its June 10, 2019, meeting)
15. SUP19-0002 Lakeside Crossing Bldg 5- **Public Hearing** to consider a request for a Specific Use Permit No. 457 (SUP19-0002 – Lakeside Crossing Building 5) to permit a pharmacy, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 10, 2019, meeting)
16. ZPD19-0002 Stryker Parking Addition- **Public Hearing** to consider a request for rezoning (ZPD19-0002 – Stryker Parking Addition) to amend Planned Development 145 (PD-145) with Campus Industrial District (CI) uses, to modify the conceptual plans, and a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, and consider adopting an ordinance for said amendment. The property is generally located south of Lakeside Parkway and east of Lake Forest Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 10, 2019, meeting)

## Town Council Meeting Agenda

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17. Magnolia Court Development Agreement- Consider approval of a Development Agreement with Contour Land Partners 11, LTD., for the reimbursement of Park Fees for park amenities constructed within the Magnolia Court development; and authorization for the Mayor to execute same on behalf of the Town

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

#### Pre-Council Room

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

### M. **CLOSED MEETING**

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

- a. Consultation with Attorney.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

- b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: **Board of Adjustment/Oil & Gas Board of Appeals**, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, senior housing, hospitality projects, and performance related to certain incentive agreements.

### N. **RECONVENE TO REGULAR MEETING**

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

### O. **ADJOURN MEETING**

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: June 14, 2019, at 3:35p.m., at least 72 hours prior to the scheduled time of said meeting.

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**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

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**DATE:** June 17, 2019

**FROM:** Theresa Scott, Town Secretary

**ITEM:** Consider approval of the minutes from a regular meeting of the Town Council held on June 3, 2019.

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**BACKGROUND INFORMATION:** The Town Council held a regular meeting on June 3, 2019.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**Proposed Expenditure:**

**Account Number(s):**

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**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 JUNE 3, 2019****PAGE 1**

**THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 3RD DAY OF JUNE 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                 |
| Sandeep Sharma | Mayor Pro Tem         |
| Jim Pierson    | Councilmember Place 1 |
| Ben Bumgarner  | Councilmember Place 3 |
| Jim Engel      | Councilmember Place 4 |

With the following members absent:

|                |                      |
|----------------|----------------------|
| Claudio Forest | Deputy Mayor Pro Tem |
|----------------|----------------------|

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

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

**A. CALL REGULAR MEETING TO ORDER**

Mayor Dixon called the regular meeting to order at 6:01 p.m.

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

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

**D. PUBLIC COMMENT**

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

|  | Speaker names and address | Subject (as written on the form) |
|--|---------------------------|----------------------------------|
|  | No speakers               |                                  |

**E. ANNOUNCEMENTS**

Mayor Pro Tem Sharma reported on the success of the Kid Fish event.

Councilmember Engel offered congratulations to the Flower Mound Boys High Baseball team for going as far as they did and for a great year.

**FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 3, 2019****PAGE 2****F. TOWN MANAGER'S REPORT**

Mr. Stathatos provided an update on the following items:

1. Capital improvement projects.

No updates

2. Development projects

- New business openings

3. Legislative updates

Ms. Wallace provided a status update on the Texas legislative session

4. Dockless Electric Scooters

Mr. Stathatos provided background information about the use of dockless electric scooters in other communities. Mr. Meredith provided information regarding the Town's authority to regulate them.

There was Council consensus to discuss the topic at the Strategic Planning Session.

**G. FUTURE AGENDA ITEMS**

There were no request for future agenda items.

**H. COORDINATION OF CALENDARS**

Mayor Dixon announced that the next regular meeting is scheduled for Monday, June 17.

**I. CONSENT ITEMS**

1. Consider approval of the minutes from a regular meeting of the Town Council held on May 20, 2019.
2. Consider approval of a resolution accepting the Jeanette & Jim Larson Grant from the Texas Library Association for the purchase of mystery books for the Library

**RESOLUTION NO. 09-19**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF THE JEANETTE & JIM LARSON GRANT FROM THE TEXAS LIBRARY ASSOCIATION FOR THE PURCHASE OF MYSTERY BOOKS FOR THE LIBRARY; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE JEANETTE & JIM LARSON GRANT; AND PROVIDING AN EFFECTIVE DATE.**

3. *This item was moved from consent to regular items.*

**FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 3, 2019****PAGE 3**

4. Consider approval of a Food Service Sales Agreement between the Town of Flower Mound and Ben E. Keith, to provide food and beverage supplies for the Community Activity Center and the Seniors In Motion program.
5. Consider approval of Amendment No. 4 to the Fiscal Year 2018-2019 Capital Improvement Program.
6. 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 within the Brookstone Subdivision to 25 mph.

**ORDINANCE NO. 22-19**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 66-214, "ENUMERATION FOR SPECIFIC STREETS;" PROVIDING FOR THE ADDITION OF SIX STREETS TO THE LIST OF STREETS ENUMERATED THEREIN; IDENTIFYING A MAXIMUM PRIMA FACIE SPEED LIMIT FOR SAID STREETS; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Pro Tem Sharma moved to approve by consent Items 1-2; 4-6 as presented in the agenda caption. Councilmember Engel 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: PIERSON, ENGEL, SHARMA, BUMGARNER****NAYS: NONE****ABSENT: FOREST****J. REGULAR ITEMS**

3. Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2019; and authorization for the Mayor to execute same on behalf of the Town.

**Staff Presentation**

Ms. Wallace gave a presentation identifying or noting:

- Background information regarding vendors
- Evaluation criteria

and she responded to the following questions from Council:

- When was the last time the Town had a lead auditor change
- Why Waco given the Metropolitan area of Dallas
- Clarification regarding what was meant by audit approach
- Concerns regarding the use of the same firm over a long period of time and how it might lead to automatic approvals
- Does the firm specialize in municipalities or do they do other work

**FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 3, 2019****PAGE 4**

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

**VOTE ON MOTION:***Motion passed***AYES: BUMGARNER, SHARMA, ENGEL, PIERSON****NAYS: NONE****ABSENT: FOREST**

7. Consider approval of a resolution approving and authorizing publication of notice of intention to issue Certificates of Obligation, Series 2019, in the principal amount not to exceed \$30,500,000.

**Staff Presentation**

Ms. Wallace gave a presentation identifying or noting:

- Background information on the purpose of the item
- Annual process
- CIP budget
- CIP Debt schedule
- Project and status
- Current debt
- Debt facts
- Proposed calendar

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

- What options are looked at before issuing debt
- It would be helpful when looking at an item to understand when debt will be issued (cost and source)
- Clarification regarding what is included in the \$30 million
- How can the Town work themselves in a position where not adding debt on top of debt
- Why does the Town use Certificates of Obligations (CO) instead of a bond election
- Interest in having a full understanding of the financial impact regarding agenda items
- Possibility of revenue bonds for large items and certificates of obligation for smaller projects
- Difference between CO and revenue bonds
- Are there future phases of the various projects that require debt service
- What would the Town do if a project was awarded
- Is there verbiage in the contract regarding funding appropriations
- How will the Town repay the debt (what sources)

There was Council discussion regarding:

- Clarification regarding the process
- How in a way the current Council is signing off on money that a previous Council approved as many of the projects are already obligated

## FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 3, 2019

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**Consultant Presentation**John Martin, Hilltop Securities

Mr. Martin provided background information regarding why the Town issues debt and the Town's approach, and he responded to the following questions from Council:

- Why do cities issue Certificates of Obligation instead of going to the voters with General Obligation Bonds

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

**RESOLUTION NO. 08-19**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.**

**VOTE ON MOTION:****AYES: ENGEL, SHARMA, BUMGARNER****NAYS: PIERSON****ABSENT: FOREST***Motion passed***K. BOARDS/COMMISSIONS (Pre Conference Room)**

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

Councilmember Engel moved to appoint Ben Bumgarner to the Animal Services Board, Place 9, Alternate, effective immediately, and with a term expiration date of September 30, 2019. Mayor Pro Tem Sharma seconded the motion.

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

The Town Council convened into a closed meeting at 7:26 p.m. on June 3, 2019, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 7:58 p.m. on June 3, 2019, and no action was taken on the following items:



**FLOWER MOUND TOWN COUNCIL MEETING OF JUNE 3, 2019****PAGE 6**

- a. Consultation with Attorney as follows:
  - 1. Lakewood slope exception demand
- b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: **Board of Adjustment/Oil & Gas Board of Appeals**, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

**N. ADJOURN REGULAR MEETING**

Mayor Dixon adjourned the meeting at 7:58 p.m. on June 3, 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:** June 17, 2019

**FROM:** Sabrina Zadow, Purchasing Manager

**ITEM:** Consider approval of Master License and Services Agreement with ionWave Technologies for the Town's e-procurement system; and authorization for the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** The Town began utilizing web based ionWave Technologies for Supplier Management/Registration Modules and Bid Solicitations in 2014 and the current agreement expires on 6/30/2019. Purchasing Office staff compared functionality of other software options, Cooperative Contract Options and pricing. The investigation proved that ionWave Technologies was the best solution at a cost that is within budget and staff was able to negotiate a price lower than the Cooperative Contract Pricing for a five-year agreement.

This purchase is made in accordance with the Choice Partners cooperative contract #16/058KH-03 for Electronic Procurement Software. The five-year payment plan for the license fees shall be due as follows and accordingly budgeted annually:

Year 1 - \$10,200 due upon execution of this Agreement for the service period 07/01/2019 to 06/30/2020.  
 Year 2 - \$10,400 Annual License Fees due July 1, 2020, for the service period 07/01/2020 to 06/30/2021.  
 Year 3 - \$10,600 Annual License Fees due July 1, 2021, for the service period 07/01/2021 to 06/30/2022.  
 Year 4 - \$10,800 Annual License Fees due July 1, 2022, for the service period 07/01/2022 to 06/30/2023.  
 Year 5 - \$11,000 Annual License Fees due July 1, 2023, for the service period 07/01/2023 to 06/30/2024.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** \$53,000.00 per above payment schedule

| Proposed Expenditure/(Revenue): | Account Number(s): |
|---------------------------------|--------------------|
| \$10,200                        | 100-650-59300-5110 |

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

**LEGAL REVIEW:** Tim Sralla of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., reviewed the previous agreement that is identical to this agreement as to form and legality.

#### ATTACHMENTS:

1. Master License and Software Services Agreement

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



**THIS MASTER LICENSE AND SERVICES AGREEMENT** (the "Agreement"), is made and entered into as of this the 1<sup>st</sup> day of July, 2019 ("Effective Date"), by and between Ion Wave Technologies, Inc., a Missouri corporation having its principal offices located at 3653 South Avenue, Springfield, Missouri 65807 ("IWT") and the Town of Flower Mound, Texas, having its principal offices located at 2121 Cross Timbers Road, Flower Mound, Texas, 75028 ("Client").

**WHEREAS**, IWT is engaged in the business of the development, marketing, and support of Internet based software of all types.

**NOW THEREFORE**, in consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### **1. Software Licensing and Use**

- 1.1 License Grant. In accordance with and subject to the terms and conditions provided herein and in consideration of payment of the license fees set forth in any Exhibit A, IWT hereby grants to Client and Client accepts from IWT a non-exclusive, non-transferable license to use the IWT products specified in Exhibit A, collectively or individually referred to as the "Licensed Products", solely for its internal business purposes. Any rights not granted herein are reserved to IWT.
- 1.2 Access. Access to and usage of the Licensed Products shall be limited to Client's internal business purposes, specifically defined as the operation of Client's purchasing department. Access to the Licensed Products shall be limited to the Client end user community, as defined in Exhibit A. Unless specified in Exhibit A, Client will not permit others, including but not limited to subsidiaries, affiliates, and contractors, to access or use the Licensed Products, nor will Client use the Licensed Products on their behalf.
- 1.3 Use Limits. Client is prohibited from performing any load testing against IWT's hosted production environments, without the prior express written permission of IWT. Client is prohibited from reverse engineering, decompiling, and disassembling the Licensed Products.
- 1.4 Work Products. Any Work Products, as defined below, that are software, shall be subject to the same license limitations of this Agreement and any additional limitations as set forth in any Exhibit hereto.
- 1.5 Rent, Lease, and Sublicense Restrictions. Client shall not rent, lease, sublicense, grant a security interest in, or otherwise transfer the Client's right to use and possess the Licensed Products, in whole or part.
- 1.6 Copies and Proprietary Notices. Any Licensed Products, together with any accompanying technical or system documentation that is delivered to Client pursuant to this Agreement shall not be copied, except that one (1) copy may be made for backup or archival purposes, provided any such copy is clearly marked as proprietary to IWT, licensed to Client, and contains IWT's proprietary notices. Client shall be permitted to make additional copies of documentation specifically designated for training of end users. Client shall not remove any proprietary notices or labels on the Licensed Products or its documentation.
- 1.7 Violation. Violation of any provision of this Section 1 shall breach the Agreement and be the basis for immediate termination of this Agreement and the corresponding license grant to the Licensed Products with no refund to Client of fees paid to IWT.

### **2. Maintenance and Support**

- 2.1 Support Services. Subject to the payment of the applicable licensing and support fees as set forth in Exhibit A, IWT shall provide Client with the maintenance and support services as set forth in Exhibit B of this Agreement ("Support Services") for the Licensed Products. Exhibit B may be updated from time to time at IWT's sole discretion and upon sixty (60) days written notice to Client, provided said updates do not materially diminish the Support Services provided to Client without Client's written consent.
- 2.2 Payment and Term. Provided that this Agreement and the license for the applications which the Support Services are to be performed, IWT will provide Support Services as specified in Exhibit B of this Agreement for the support fees indicated in Exhibit A. In the event (i) IWT has not received payment for the next annual period's applicable license or support fees, prior to the last day of the current term; and/or (ii) this Agreement and/or the license is no longer in effect, Support Services shall be discontinued.
- 2.3 On-Site Services. Support Services do not include any on-site services. At Client's request, IWT may provide technical, operational or other assistance or consulting in excess of the standard Support Services at IWT's standard hourly rate then in effect.

### **3 Professional Services**

- 3.1 Professional Services. IWT shall provide Client with professional consulting services as described in the Statements of Work ("SOW") to be attached as Exhibit C hereto ("Professional Services"), which SOW by its express terms shall amend this Agreement. Any additional services beyond those described in any Exhibit C shall be at the mutual, written agreement of the parties.

- 3.2 Client Obligations. In order to facilitate the provision of the Professional Services by IWT, Client shall have installed the recommended hardware and software and will have completed the required preparatory work described in the Exhibit(s) attached hereto.
- 3.3 Contact Person. Each party will appoint in writing, in the applicable Exhibit, an employee or agent of such party to act as the "Contact Person" for all communications between the parties related to the Professional Services. Each party may change its Contact Person upon written notice to the other.

#### **4 Proprietary Rights**

- 4.1 Ownership. Client acknowledges and agrees that, as between Client and IWT, IWT is the sole and exclusive owner of all right, title and interest in and to the Licensed Products, as well as all alterations, modifications, additions, and derivative works made with respect to the Licensed Products and all work products produced from the Professional Services performed under the SOW ("Work Products"). Except as expressly permitted or required hereby: (i) Client shall have no right or license to the Licensed Products or Work Products; and (ii) Client shall not use, reproduce, publish, or make available to others, modify, or create any derivative works of, all or any part of the Licensed Products or Work Products.
- 4.2 License Rights. Nothing in this Agreement or any Exhibit hereto shall in anyway enlarge or extend Client's license rights in the Licensed Products, with respect to the materials that IWT delivers to Client pursuant to any SOW.
- 4.3 Client Data. Any client data and any materials or equipment furnished to IWT by Client in connection with any of the Professional Services provided under an Exhibit shall be deemed proprietary to Client.
- 4.4 Trademarks. All trademarks, service marks, trade names and logos of IWT appearing on or within the Licensed Products or Work Products used in connection with the Support Services or the Professional Services provided by IWT are the property of IWT and Client shall not use them without IWT's prior written approval.

#### **5 Fees and Payment Terms**

- 5.1 Fees. Client will pay IWT the fees as set forth in the Exhibits. Except for initial payments, which payments, unless provided otherwise, shall be due and payable upon the execution of this Agreement and any Exhibit hereto, IWT will submit to Client an invoice for the amounts due. Unless provided otherwise, all invoices submitted by IWT shall be due and payable in full, without reduction for any offset, withholding or other claims, within thirty (30) days of the date thereof. Any amounts payable to IWT hereunder, which are not paid when due, shall thereafter bear interest at the rate of one-half percent (0.5%) per month or the maximum amount permitted by applicable law, whichever is less.
- 5.2 Taxes. Fees do not include any taxes. Client shall be responsible for all applicable taxes, including VAT and regulatory fees of any kind imposed by any government on any deliverable provided under this Agreement, provided, however that IWT shall be responsible for all taxes based solely upon IWT's income. If Client is exempt from the payment of any such taxes, upon execution of this Agreement, Client must provide IWT with a valid tax exemption certificate (or documentation proving exemption acceptable to the taxing jurisdiction); otherwise, absent proof of Client's direct payment of such tax amounts to the applicable taxing authority, IWT will invoice Client for and Client will pay to IWT all such tax amounts. Client shall indemnify and hold IWT harmless in the event any taxing authority seeks to collect any tax, required to be paid by Client pursuant to this section, from IWT.
- 5.3 Travel Expenses. Unless otherwise specified in the Exhibits, IWT shall be reimbursed by Client for all reasonable travel and living expenses and travel time. IWT shall invoice Client for such actual expenses monthly or on such other schedule at IWT's sole discretion.
- 5.4 Non-Payment. As opposed to exercising its right to terminate an Exhibit or this Agreement in its entirety, IWT may, at IWT's sole discretion, suspend performance of any obligations under the applicable Exhibit for nonpayment, but only until such time as payment is made.
- 5.5 Currency. All fees are stated in US dollars and are payable in US currency.
- 5.6 Invoices. All invoices to Client shall be mailed to the following address, which may be changed from time to time, provided Client provides IWT with written notice of such change:

Town of Flower Mound, Texas  
 Attn: Accounts Payable c/o Sabrina Zadow  
 2121 Cross Timbers Road  
 Flower Mound, TX 75028  
 Email: sabrina.zadow@flower-mound.com

#### **6 Term and Termination**

- 6.1 Term and Termination. The term of this Agreement shall commence on the Effective Date and will run for the periods as indicated in the Exhibits.
- 6.2 Termination for Breach. This Agreement may be terminated by either party upon a breach by the other party of any material term of the Agreement or its Exhibits, which breach is not cured (unless such breach is incapable of cure, such as breach of the restrictions on use and license grant described herein or of any confidentiality agreement between the parties hereto) within thirty (30) days of written notice of the breach. Upon termination for breach, all use and access to the Licensed Products shall cease and Client shall immediately return to IWT or destroy all copies of the Licensed Products, together with all documentation and any other IWT proprietary information in its possession. Furthermore, Client shall provide IWT a certification from an officer of Client that all Licensed Products, documentation, and all copies thereof, have been returned to IWT or destroyed in accordance with this Agreement.
- 6.3 Effects of Termination. Upon termination or expiration of this Agreement for reasons other than the breach of this Agreement: (i) all use and access to products licensed on a term basis shall cease and Client shall immediately return

to IWT or destroy all copies of the term licensed products, together with all documentation and any other IWT proprietary information in its possession. Client shall provide IWT a certification from an officer of Client that all term licensed products and all associated documentation, have been returned to IWT or destroyed in accordance with this Agreement. (ii) all use and access to products licensed on a perpetual basis shall continue, subject to the terms of this Agreement and any Exhibits, including but not limited to, the provisions for access and use of the Licensed Products (Section 1), Proprietary Rights (Section 4), Warranties and Indemnification (Section 7), and Confidentiality (Section 8). Upon termination or expiration of this Agreement, all Support Services and Professional Services as discussed in this Agreement or any Exhibits will cease.

## **7 Warranties, Indemnity, and Limitations**

- 7.1 Licensed Products Warranty. IWT warrants that it is the owner of the Licensed Products or otherwise has the right and authority to grant the licenses to Client, which are provided for herein. IWT represents that for the entire term covered by the Support Services ("Warranty Period") that the Licensed Products will substantially perform in accordance with and as specified in the applicable documentation when operated in the designated environment. IWT does not represent that the functions contained in the Licensed Products will meet Client's requirements or that the Licensed Products will operate uninterrupted or error free, but does represent that they will operate substantially and materially error free for the percentages of time stated in Exhibit B. In the event that Client does not pay the required Support Services fees or this Agreement is terminated, Client agrees that all warranty provisions and associated remedies shall be terminated.
- 7.2 Limitations of Warranty. IWT's warranties in this Section 7 shall only apply to the IWT Products developed by IWT or its affiliates. All other Licensed Products shall be provided by IWT "AS IS." Notwithstanding anything to the contrary in this Section 7.2, IWT shall assign to Client any warranty granted by the supplying party for the Licensed Products, to the extent of IWT's right to do so.
- 7.3 Remedy. During the Warranty Period, IWT's entire liability and Client's sole remedy for any reproducible, substantive error(s) in the unmodified IWT Application as reported in writing by Client shall be that IWT, at its option, will use its reasonable good faith efforts to correct the error(s), or, upon return of the Licensed Product and accompanying documentation to IWT, terminate this Agreement or the applicable license to the Licensed Product, as the case may be, and refund to Client a sum equal to a portion of the license fees paid, prorated on a monthly basis for the period in which the application was rendered unusable, for the Licensed Product for which the license is terminated.
- 7.4 Services Warranty. IWT represents and warrants that it is experienced in providing the Professional Services and Support Services described herein and further warrants that it will perform the Professional Services and Support Services in a good, workmanlike, and professional manner. Client's remedy for breach of the foregoing warranties shall be the re-performance of the relevant Professional Services free of charge.
- 7.5 Disclaimer. In no event will IWT be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover, or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Licensed Products, Professional Services and/or Support Services provided to Client under this Agreement as applicable, whether arising in contract or tortious conduct, or any other legal theory, including negligence, or whether arising from mistakes, omissions, interruptions deletion of files, errors, defects, viruses or other malicious code, delays in operation of transmission, or the use or performances of a Work Product, or the delay or failure of performance the Professional and/or Support Services provided under this Agreement, even if IWT has been advised of the possibility of such damages.
- 7.6 Limited Warranty. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY IWT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IWT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND IWT HEREBY DISCLAIMS THE SAME.
- 7.7 Exception to Warranty. IWT'S WARRANTY OBLIGATIONS SHALL NOT APPLY IF THE LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT'S FAILURE TO PERFORM IN ACCORDANCE WITH ITS FUNCTIONAL SPECIFICATIONS IS CAUSED BY: (I) THIRD PARTY SOFTWARE LICENSED BY CLIENT; (II) CLIENT'S USE OF OR ACCESS TO THE LICENSED PRODUCTS OTHER THAN AS INTENDED OR IN VIOLATION OF THIS AGREEMENT; OR (III) UNAUTHORIZED MODIFICATIONS MADE TO THE IWT LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT BY CLIENT.
- 7.8 Indemnification. (a) By IWT. IWT shall indemnify, defend and hold harmless Client against any loss, damage or expense incurred by Client as a result of claims, actions, or proceedings brought by any third party alleging infringement by a IWT Licensed Product or a Work Product, of copyright, trademark, patent, or other proprietary rights, and against its reasonable attorneys' fees and any money damages or costs awarded in respect of any such claim(s) and any suit arising from any such claim(s); provided, however, that (i) Client shall have given IWT prompt written notice of such claim, demand, suit or action; (ii) Client shall cooperate with said defense by complying with IWT's reasonable instructions and requests to Client in connection with said defense; and (iii) IWT shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. Further, IWT shall have no liability for any infringement action or claim that is based upon or arising from the matters described in this paragraph if the applicable Licensed Product or Work Product is modified or altered by a party other than IWT or is used for a purpose other than that for which it is intended or as set forth in the appropriate documentation. If a temporary or permanent injunction is obtained against Client's use of the Licensed Product or Work Product as a result of the matters described in this paragraph, IWT shall, at its option and expense, either procure for Client the right to continue using the Licensed Product or Work Product or replace or modify the Licensed Product or Work Product or infringing portion thereof so that

it no longer infringes the alleged proprietary right. In the event that IWT concludes, in its sole discretion, that such procurement, replacement or modification is not reasonably practical, IWT may terminate the applicable Exhibit and/or this Agreement without penalty and refund that portion of the Fees attributable to the infringing product, prorated on a monthly basis. Client shall cease all use of a Licensed Product or Work Product for which a refund is given. This paragraph sets forth the exclusive remedy of Client against IWT, and IWT's exclusive obligation, with respect to any action or claim described herein. (b) By Client. To the extent permitted by applicable law, Client shall indemnify, defend and hold harmless IWT against any loss, damage or expense incurred by IWT as a result of claims, actions, or proceedings arising from any bodily harm or injury suffered by IWT's employees or agents in the performance of Services or maintenance at any of the Client's facilities or the allegation of infringement or actual infringement by Client of any copyright, patent, trademark, trade secret, or other proprietary right of any third party. Client will indemnify IWT against its reasonable attorneys' fees incurred in connection with such claim(s), any money damages or costs awarded in respect of any such claim(s) and any suit arising from any such claim(s). Client shall be entitled to have sole control over the defense of such claim, unless the claim involves or relates to an intellectual property right of IWT in which case IWT may elect to have sole control over the defense of such claim as described in the preceding paragraph, and such election by IWT shall have no effect upon Client's obligations to indemnify and hold harmless hereunder. If Client does not assume sole control over the defense of such claim as provided in this section, IWT may participate in such defense and IWT shall have the right to defend the claim in such manner, as it may deem appropriate, at the cost and expense of Client.

- 7.9 Limitation of Liability. IN NO EVENT WILL IWT'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY IWT FROM CLIENT UNDER THE EXHIBIT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL IWT BE LIABLE FOR ANY CLAIM BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED. CLIENT'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY IWT FROM CLIENT UNDER THE EXHIBIT GIVING RISE TO THE CLAIM, WITH THE EXCEPTION OF ANY REMAINING FEES REQUIRED TO BE PAID BY CLIENT TO IWT AS DETAILED IN THE EXHIBITS. ADDITIONALLY, IN NO EVENT WILL CLIENT BE LIABLE FOR ANY CLAIM BROUGHT BY IWT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

## 8 Confidentiality

- 8.1 Obligations. "Confidential Information" shall mean any proprietary information which is specifically marked as proprietary or confidential and which is disclosed by either party to the other in any form in connection with this Agreement. During the term of this Agreement and for a period of two (2) years after the date of termination of this Agreement or for a period of two (2) years after the termination of use of the Licensed Products, whichever period is longer, each party: (i) shall treat as confidential all Confidential Information provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of this Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care to prevent the disclosure of Confidential Information as it uses to prevent the disclosure of its own confidential information of like importance, and shall in any event use no less than reasonable procedures and a reasonable degree of care.
- 8.2 Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiver; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order or otherwise prevent such disclosure and further provided that any such disclosure shall not destroy or diminish the confidential status of such Confidential Information; or (vii) is disclosed pursuant to a request made pursuant to the Texas Public Information Act or other applicable open records law, and such disclosure is determined to be required by the Texas Attorney General.

## 9 Miscellaneous

- 9.1 Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay) if such failure arises out of causes beyond such party's reasonable control, despite the reasonable efforts and without the fault or negligence of such party. Without limiting the generality of the foregoing, IWT shall not be liable to Client in any way for any failure or delay in the performance of its obligations hereunder which failure is caused, directly or indirectly, by the failure of any matter for which Client is responsible under this Agreement or which is a suspension of services for Client's failure to pay.
- 9.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. Notwithstanding the foregoing, IWT may assign this Agreement to any entity acquiring substantially all of its stock or assets or the assets to which this Agreement or any Exhibit relates.

- 9.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.
- 9.4 **Exhibits.** Each Exhibit to this Agreement shall incorporate the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall control unless an Exhibit expressly provides otherwise. Additional Exhibits added to this Agreement from time to time by the mutual written agreement of the parties shall be numbered sequentially under the letters of the respective Exhibit title (e.g. Exhibit A Licensed Products shall be A-1, A-2, etc.) and each shall be in addition to the previous Exhibit.
- 9.5 **Records & Audits.** IWT, its agents or representatives, shall have the right to conduct a technical audit of Client's records, for the express purpose of determining whether Client is in compliance with the terms of this Agreement. Should IWT find that Client is not in compliance, Client shall pay the additional damages as may be due plus a five percent (5%) penalty.
- 9.6 **Independent Contractor.** IWT is an independent contractor and, except as specifically contemplated in any Exhibit to this Agreement, is not an agent or employee of, and has no authority to bind, Client by contract or otherwise. IWT will perform the Services under the general direction of Client, but IWT will determine, in IWT's sole discretion, the manner and means by which the Services are accomplished. Client has no right or authority to control the manner or means by which the Services are accomplished.
- 9.7 **Waiver.** No delay or omission by either party to exercise any right or power unless in writing and signed by the party waiving rights it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant.
- 9.8 **Notices.** Any notice required to be sent to a party under this Agreement will be in writing, shall be sent by: facsimile; first-class mail return receipt requested; personal delivery; or overnight courier to the Address for Notices given for that party below, and shall be considered delivered upon proof of such delivery. Either party may change its notice address by giving written notice to the other party.

**If to IWT:**

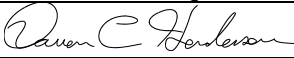
Ion Wave Technologies, Inc.  
 3653 South Avenue  
 Springfield, Missouri 65807  
 Phone: 417-823-7773  
 Fax: 417-823-7778

**If to Client:**

Town of Flower Mound, Texas  
 Attn: Purchasing c/o Sabrina Zadow  
 2121 Cross Timbers Road  
 Flower Mound, TX 75028  
 Phone: 972-874-6009 Fax: 972-874-6478

- 9.9 **Severability.** If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. It is expressly understood and agreed that each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion or damages or other remedies are intended to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed its essential purpose, all limitations of liability and exclusions of damages or other remedies shall remain in effect.
- 9.10 **Non-Solicitation.** IWT and Client agree that the employees of IWT and Client may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, IWT and Client each agree not to recruit, either directly or indirectly, a present employee of the other during the term of this Agreement or any other agreement between them, and for one year following termination of all such agreements, without the express written consent of the other party. Upon breach of this provision, the breaching party agrees to pay the other two times the yearly compensation of the affected employee. This remedy provided in this paragraph shall be the only monetary remedy for breach of the terms of this paragraph. Neither party is prevented from seeking equitable relief for breach of this paragraph.
- 9.11 **Survival.** Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.
- 9.12 **Entire Agreement and Amendment.** This Agreement, with all Exhibits, is the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. Amendments or waivers of any provision of this Agreement or its Exhibits shall be valid only as clearly identified as such, in writing and signed by the parties. No purchase order submitted by Client, even if accepted by IWT, shall be deemed to modify any terms of this Agreement, unless IWT has expressly stated in writing its intent to do so.

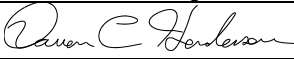
**IN WITNESS WHEREOF**, each party hereto has caused this Agreement to be executed by its duly authorized representative.

|                                                                                           |                                      |
|-------------------------------------------------------------------------------------------|--------------------------------------|
| IWT - Ion Wave Technologies, Inc.                                                         | Client - Town of Flower Mound, Texas |
| Signed:  | Signed:                              |
| Printed Name: Darren C Henderson                                                          | Printed Name:                        |
| Printed Title: CEO                                                                        | Printed Title:                       |
| Date: 04/23/2019                                                                          | Date:                                |

## Exhibit A Licensed Products

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
  - (i) IWT's Enterprise Sourcing
    - The license grant shall be for a five (5) year period starting upon the execution of this Agreement, with usage limited to two (2) client employees.
    - The Enterprise Sourcing license shall include the Electronic Bidding (eRFx) and Supplier Management / Registration Modules. The Bid Workflow, Bid Evaluation Scoring, and Reverse Auction module and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
    - The cost of the license shall be paid annually as outlined in the payment section below.
    - The total cost of the five-year license cost shall be \$53,000.
  - (ii) IWT Contract Management subject to the following terms and restrictions:
    - The license grant shall be for a five (5) year period starting upon the execution of this Agreement, with usage limited to two (2) client employees.
    - The Contract Management license shall include the Contract and Insurance Certificate Tracking modules. Any future modules are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
    - The cost of the license shall be paid annually as outlined in the payment section below when bundled with Enterprise Sourcing.
2. **Support Services.** IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:
  - (i) Support and Maintenance:
    - IWT will provide Support Services as detailed in Exhibit B for the products listed above for a five (5) year period beginning upon the execution of this Agreement at no additional cost to Client.
3. **Payment.** This purchase is made in accordance with the Choice Partners cooperative contract #16/058KH-03 for Electronic Procurement Software. Payment for the license fees shall be due as follows:
  - (i) \$10,200 due upon execution of this Agreement for the service period 07/01/2019 to 06/30/2020
  - (ii) \$10,400 Annual License Fees due July 1, 2020 for the service period 07/01/2020 to 06/30/2021.
  - (iii) \$10,600 Annual License Fees due July 1, 2021 for the service period 07/01/2021 to 06/30/2022.
  - (iv) \$10,800 Annual License Fees due July 1, 2022 for the service period 07/01/2022 to 06/30/2023.
  - (v) \$11,000 Annual License Fees due July 1, 2023 for the service period 07/01/2023 to 06/30/2024.

**IN WITNESS WHEREOF**, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

|                                                                                             |                                      |
|---------------------------------------------------------------------------------------------|--------------------------------------|
| IWT - Ion Wave Technologies, Inc.                                                           | Client – Town of Flower Mound, Texas |
| Signed:  | Signed:                              |
| Printed Name: Darren C Henderson                                                            | Printed Name:                        |
| Printed Title: CEO                                                                          | Printed Title:                       |
| Date: 04/23/2019                                                                            | Date:                                |



## Exhibit B Support Services

1. IWT shall (a) use commercially reasonable efforts to provide Client with maintenance and support services ("Support Services") via telephone, facsimile, electronic mail, or other electronic means, at IWT's discretion, from the hours of 8:00 a.m. to 6:00 p.m. Central Time Monday through Friday (excluding IWT Holidays, which typically consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving, Christmas Eve, and Christmas Day), and 24x7 access for reporting Level 1 (as defined below) situations, to a designated, authorized, qualified, and trained user of the IWT Products ("Client Contact") and to one (1) designated, authorized, qualified, and trained user of the IWT Products designated as Client Contact's backup ("Backup Client Contact") (collectively referred to as "Client Support Contact"); and (b) use commercially reasonable efforts to correct reproducible errors or malfunctions to enable the IWT Products to substantially perform in accordance with and as specified in the accompanying documentation.
2. IWT shall use commercially reasonable efforts to deliver a solution or action plan to correct reported errors that IWT categorizes as: (i) "Level 1 Catastrophic" within eight (8) business hours of receipt of the reported error. "Level 1 Catastrophic" is defined as a condition in which the IWT Products are partially or totally inoperative, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable, or any Level 2 error where a reasonable alternative work process cannot be established; (ii) "Level 2 High Impact" within the next scheduled production release of the IWT Products or within one hundred-twenty (120) days from the date error was logged with IWT, whichever shall first occur. "Level 2 High Impact" is defined as any error that results in the usability of the product being restricted and for which a reasonable alternative work process can be established; (iii) "Level 3 Non-Critical," which errors IWT shall use commercially reasonable efforts to correct within the next scheduled production release of the IWT Products. "Level 3 Non-Critical" is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is agreed by Client and IWT to be minor and result in a mutually acceptable disruption to Client's workflow process; and (iv) "Level 4 Cosmetic," which errors IWT shall use commercially reasonable efforts to correct within the next scheduled production release of the IWT Application, at IWT's sole discretion. "Level 4 Cosmetic" is defined as any error that cannot be categorized as belonging to any higher severity level, including but not limited to a cosmetic or documentation error.
3. IWT shall provide all extensions, enhancements, and other changes, which are logical improvements to a IWT Product and to which IWT makes generally available on a commercial basis, without charge, to any other licensee of the IWT Product ("Updates"). Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to an IWT Product nor do they include any Professional Services Fees that may be required for implementation.
4. IWT shall have no obligation to provide Support Services except to Client Support Contact and only with respect to the unmodified Supported Releases. When an IWT Product is deployed in conjunction with other software products, including but not limited to web servers, browsers, databases, and operating systems, IWT is not responsible for providing Support Services for these other products, or for ensuring correct interoperation with these products, but IWT will make reasonable good faith efforts to determine the nature and cause of any such conflict in interoperation.
5. Client shall use commercially reasonable efforts to assist IWT in reproducing the specific situation in which a IWT Product, standing alone, demonstrates a failure to substantially conform in all material respects to the functional specifications set forth in its accompanying documentation ("Defect"). Client Support Contact shall conduct reasonable and adequate research with respect to a Defect or related issue prior to contacting IWT for assistance.

## Hosting Services

1. IWT shall use commercially reasonable efforts to make all hosted IWT Products available to Client for at least ninety-nine percent (99%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that: (i) lasts less than fifteen (15) minutes; (ii) results from regularly scheduled IWT maintenance; (iii) results from failure of Client's hardware or software; (iv) results from the failure of a communication service or other outside service or equipment not within the control of IWT; or (v) is beyond the reasonable control of IWT ("Service Availability").

**IN WITNESS WHEREOF**, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

|                                                                                             |                                      |
|---------------------------------------------------------------------------------------------|--------------------------------------|
| IWT - Ion Wave Technologies, Inc.                                                           | Client - Town of Flower Mound, Texas |
| Signed:  | Signed:                              |
| Printed Name: Darren C Henderson                                                            | Printed Name:                        |
| Printed Title: CEO                                                                          | Printed Title:                       |
| Date: 04/23/2019                                                                            | Date:                                |



## TOWN COUNCIL AGENDA ITEM NO. 3

### CONSENT

**DATE:** June 17, 2019

**FROM:** Molly Fox, Director of Communications

**ITEM:** Consider approval of Contract No. 2019-50-A with Print Team for the monthly Utility Billing Bulletin in the amount of \$14,600; and authorization for the Mayor to execute on behalf of the Town.

**BACKGROUND INFORMATION:** Solicitation No. 2019-75-A for printing of Utility Billing Bulletins with specifications was issued for an annual contract with (4) one-year renewal options and a total of (4) four submittals were received. The annual contract is being awarded to the lowest responsive, responsible bidder, Print Team, for an estimated annual expenditure of \$14,600.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** \$14,600

| Proposed Expenditure/(Revenue): | Account Number(s): |
|---------------------------------|--------------------|
| \$14,600                        | 100-670-71000-5200 |

**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. Contract No. 2019-75-A

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

# Town of Flower Mound, Texas

## Bid Information

**Bid Owner** Marquita Shamlin Buyer  
**Email** marquita.shamlin@flower-mound.com  
**Phone** (972) 874-6006  
**Fax** (972) 874-6478  
**Bid Number** 2019-75-A Addendum 1  
**Title** RFQ for Printing of Utility Billing  
**Bulletins**  
**Bid Type** Offline Bid  
**Issue Date** 03/12/2019  
**Close Date** 4/10/2019 11:24:29 AM (CT)

## Contact Information

**Address** 2121 Cross Timbers Road  
**City** Flower Mound, TX 75028  
**Contact** Marquita Shamlin Buyer  
**Department** Purchasing  
**Building** Town Hall  
**Floor/Room**  
**Telephone** (972) 874-6006  
**Fax** (972) 874-6478  
**Email** marquita.shamlin@flower-mound.com

## Ship to Information

**Address**  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone**  
**Fax**  
**Email**

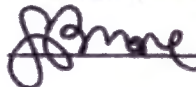
## Supplier Information

**Company Name** Print Team  
**Contact Name** Catherine Moore  
**Address** 2318 Myrtle Springs  
 Avenue  
 Dallas, TX. 75220  
**Telephone** 214-496-0505  
**Fax** 214-496-0506  
**Email** cateprintteamdallas.com

## Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature



Date 4/08/2019

## Bid Notes

The Town of Flower Mound is accepting sealed Quotes for the following item(s) at the herein stated location until the due date and time stated below: RFQ No. 2019-75-A RFQ for Printing of Utility Billing Bulletins. Questions Deadline: April 9, 2019 @ 12:00pm (Central Time) Due Date and Time: April 16, 2019 @ 11:00am (Central Time) Location to Submit Responses: Town of Flower Mound, Attn: Marquita Shamlin, Purchasing Buyer, 2121 Cross Timbers Road, Flower Mound, TX 75028. Please read entire Solicitation Packet before submitting Quote.

## Bid Activities

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

| #      | Filename                                  | Description                                |
|--------|-------------------------------------------|--------------------------------------------|
| Header | RFQ 2019-75-A - Solicitation Schedule.pdf | Solicitation Schedule                      |
| Header | RFQ No. 2019-75-A Specifications.pdf      | RFQ No. 2019-75-A - Specifications         |
| Header | RFQ No. 2019-75-A Addendum No. 1.pdf      | Q&A /General Clarifications Addendum No. 1 |



## Purchasing Division

Addendum No. 2

Issued April 10, 2019

---

|            |                                       |
|------------|---------------------------------------|
| RFQ No:    | 2019-75-A                             |
| RFQ Title: | Printing of Utility Billing Bulletins |
| RFQ Due:   | 4/ 16/ 2019 @ 11:00am (CT)            |

---

Addendum No. 2 is issued by the Town of Flower Mound Purchasing Office. The following revisions are hereby made to the RFQ documents for this project.

### GENERAL CLARIFICATIONS

Addendum No. 2 includes an additional pricing page to the published specifications for RFQ No. 2019-75-A.

Item: 2019-75-A - Printing of Utility Billing Bulletins  
 Quantity: 21,600 each  
 Unit Price: .037 .037  
 Delivery Location Town of Flower Mound  
 Description:  
 Price per EACH (not lump sum, per thousand, etc.). Bulletins, 8 1/2 x 11, 20#, 1-sided, 1-color black ink

Item: 2019-75-A - Optional Insert No. 1  
 Quantity: 21,600 each  
 Unit Price: .028 .028  
 Delivery Location Town of Flower Mound  
 Description:  
 Price per EACH (not lump sum, per thousand, etc.). Full color; 1-sided; 20# white stock; 1/3 of letter size page

The Successful vendor will be responsible for transporting final product to the mailing contractor listed below:

Address: Data Prose  
 1122 West Bethel Road  
 Coppell, TX 75019  
 972.462.5479  
 (No loading dock; deliver to back door of warehouse)

Hours: 8am – 5pm; Monday – Friday

\* See Attachment for print options.

Attachment B



**Additional Prices Options:**

UBB 21,600 – K/K @ \$.042

Inserts 21,600 – 4/4 @ \$.031

K/K @ \$.026

K/O @ \$.023



**References:**

**1. City of Watauga**

Jennifer Walls Purchasing Agent

[JWalls@wataugatx.org](mailto:JWalls@wataugatx.org)

(817)514-5733

**2. City of Burleson**

DeAnna Phillips Marketing & Communications Director

[dphillips@burlesontx.com](mailto:dphillips@burlesontx.com)

(817)426-9622

**3. City of Lewisville**

Tracey Ogurek Purchasing Agent

[togurek@cityoflewisville.com](mailto:togurek@cityoflewisville.com)

(972)219-3765



# Burleson Focus

Spring 2019 Edition



## Important Dates to Know:

April 4: Last day to register to vote

April 22 - 30: Early Voting by personal appearance

April 23: Last day to apply for ballot by mail  
(received, not postmarked)

May 4: Election Day

## City Special Election set for May 4

A special election has been called for the purpose of amending the city charter.

The proposed changes to the City Charter will be on the ballot for voters:

### PROPOSITION A

Shall the Burleson Home Rule Charter be amended to require that the mayor pro tem shall be elected each year by August 31st, and to clarify that in the event of a vacancy in the office of the mayor, the mayor pro tem serves until a new mayor is qualified, by revising Section 22(b)?

### PROPOSITION B

Shall the Burleson Home Rule Charter be amended to delete the local application requirements for a place on the ballot for city council and thereby allow state application requirements for a place on the ballot to control, by revising Subsection 94(a) and deleting Subsection 94(b)?

### PROPOSITION C

Shall the Burleson Home Rule Charter be amended to establish parameters for the prohibition of the city council, city manager,

city secretary deputy city manager, department heads or a deputy department head to contract with, or sell materials, supplies or services to the city, by revising Section 132?

### PROPOSITION D

Shall the Burleson Home Rule Charter be revised to clarify the prohibition of council persons or employees accepting gifts, by revising Section 133?

### PROPOSITION E

Shall the Burleson Home Rule Charter be amended to revise the nepotism provision to include the planning and zoning commission, and the zoning board of adjustments and provide exceptions consistent with state law, by revising Section 134?

### PROPOSITION F

Shall the Burleson Home Rule Charter be amended to make non-substantive grammatical corrections and clarifications and to delete redundant or moot provisions by revising or deleting Sections 9, 20, 23(c), 25, 26, 33, 34, 41, 79, 95, 111, 113, 114, 116, and 117?

Additional city election information may be found on the Burleson city website.

**Voting Times** April 22 - April 26: 8 a.m. - 5 p.m.

April 29 - April 30 1: 7 a.m. - 7 p.m.; May 4: 7 a.m. - 7 p.m.

All voting takes place at  
Burleson City Hall,  
141 W. Renfro



## Be Healthy Burleson launches new program

The Burleson Babies program was started to give the city's newest residents and their families a healthy start.

The program provides a pamphlet that highlights all of the amazing things that the Burleson community has to offer as well as important resources for families. The Be Healthy Burleson board put together welcome gift bags for the Burleson families that deliver at Texas Health Huguley Fort Worth South hospital.

If you live in Burleson but delivered at a different hospital or if you welcomed a new baby to your family via adoption or home birth you can visit Be Healthy Burleson's website, <https://behealthyburleson.com/> to complete a form and a gift bag will be mailed to you. You must have Burleson address and welcomed your baby in 2019, the gifts will be distributed on a first-come, first-served basis.



## Burleson Fire offers drowning prevention lessons

Determined to end childhood drownings in our community Burleson Fire Department is happy to be partnering with Sigma Swimming and The Burleson Recreation Center to offer FREE swim lessons to children who are between the ages of four and 10-years-old and who live in Burleson or attend school in Burleson Independent School District.

Space is limited. Registration opens March 1. Learn more, [www.burlesontx.com/DrowningPrevention](http://www.burlesontx.com/DrowningPrevention)



## Sign up now for Be Healthy Burleson's Annual Run

5K / 10K / Fun Walk on Saturday,  
April 13, in Old Town Burleson

Register online:  
<https://behealthyrun.itsyourrace.com>

Or, in person at Burleson City Hall



Watch City Council Meetings  
[www.burlesontx.com/watchlive](http://www.burlesontx.com/watchlive)



# City Events

More Info [burlesontx.com/events](http://burlesontx.com/events)

## MARCH

### March 1

Movie in the Park, 6:30 - 9:30 p.m. Chisenhall Sports Complex

### March 8

Friday Night Dance, 7 - 9:30 p.m. Burleson Senior Activity Center

### March 30

Vietnam Veterans Celebration, 2 p.m. Veterans Memorial Plaza



## APRIL

### April 5

Friday Night Dance, 7 - 9:30 p.m. Burleson Senior Activity Center

### April 6

Trash Off & Earth Day Celebration, 9 a.m. - 3 p.m. Warren Park

### April 6 - 7

Far Out Family Camp Out, 1 p.m. - 8 a.m. Bailey Lake

### April 13

Be Healthy Burleson Annual Run, 7:30 a.m. Old Town  
Aqua Egg Hunt, 9 a.m. BRiCk; registration required  
Bunny Daze, noon - 2 p.m. Hidden Creek Softball Complex  
Egg Hunt at Russell Farm, 9 a.m. Russell Farm

### April 26

Arbor Day, 10 a.m. Bailey Lake

### April 27

National Drug Take Back Initiative, 10 a.m. - 2 p.m. Police Dept.

EGG HUNT AT RUSSELL FARM

## MAY

### May 4

May the 4th be with you, 6:30 - 8:30 p.m. BRiCk

### May 10

Friday Night Dance, 7 - 9:30 p.m. Burleson Senior Activity Center

### May 11

Texas Heritage Festival, 9 a.m. - 6 p.m. Russell Farm  
Police Department Open House, 11 a.m. - 2 p.m. Police Admin.

### May 18

Recycled Boat Regatta, 9 a.m. - noon BRiCk

### May 27

Splash Day 1 - 7:30 p.m. FREE entry to the BRiCk Outdoor Pool

### May 31

Hot Sounds of Summer Concerts, 7:30 p.m. Old Town





## Mobile Wi-Fi Hotspots available to check out at the Burleson Library

Wi-Fi hotspots can be checked out from the Library Services Desk for a one-week period by Burleson Public Library cardholders who are 18-year-old and up. The portable hotspots allow patrons without internet to easily get online using any Wi-Fi enabled device such as a phone, tablet or laptop anywhere there is a cell connection.

Mobile hotspots are designed to accommodate a number of situations, including people who are traveling and want to avoid roaming charges, those who live in locations without reliable internet service, or those who can't afford internet service.



## Mayor Shetter presents 'State of the City'

Mayor Ken Shetter, along with assistance from Burleson city councilmembers, presented the 'State of the City' Thur. Jan. 17. Mayor Shetter highlighted the ways Burleson is constantly looking for ways to enhance safety, convenience and quality of life for residents.



View the State of the City, [bit.ly/BurlesonSOTC2019](http://bit.ly/BurlesonSOTC2019)



## Senior Center to host Health Fair May 3

The entire Burleson community is welcomed to join the Senior Activity Center, 216 SW Johnson Ave., for a free Health Fair from noon to 3 p.m. on May 3.

Organizations from around the community will be present.

## BRiCk spotlight programs



### Summer Camp

May 1 is the first day to register for camp. Get 10% off if you pay for the first week on registration day. The camps fill up fast, so make sure you get your child signed up to have a great summer at the BRiCk. Learn more, [burlesontx.com/brick](http://burlesontx.com/brick)



### Summer Sports Camp

Learn the basics of soccer, football, volleyball and basketball in a fun and safe environment with the BRiCk summer sports camp. Pick one weekly camp or attend all four. Camp is open to children six to 12-years-old. Learn more, [burlesontx.com/brick](http://burlesontx.com/brick)

Get City updates sent directly to you  
[www.burlesontx.com/notifyme](http://www.burlesontx.com/notifyme)



# A UNIVERSE *of Stories*



**2019 Tweens**

**Summer Reading Programs**

**Mondays, 2:00 pm to 3:30 pm**

**Ages: 9-12**



- June 10, Tweens, Erin Hunters : Warriors Party
- June 17, Tweens, Life Size Games
- June 24, Tweens, Jedi Academy



- July 1, Tweens, Dogman Party
- July 8, Tweens, Engineer Challenge
- July 15, Tweens, Pokemon Crafting
- July 22, Tweens, Camp Half Blood
- July 29, Tweens, Mystery

# A UNIVERSE *of Stories*



**2019 Teens**

**Summer Reading Programs**

**Fridays, 6:30pm**

**Ages: 13-18**



- June 7, Teens, Sam Nash : Surviving a Zombie Apocalypse
- June 14, Teens, Hunger Games Scavenger Hunt
- June 21, Teens, Art with Mr. Novy: 3-D Plaster Wrap Sculpture
- June 28, Teens, Cultural Food Night



- July 5, Teens, Ice Cream and Glow in the Dark Life Size Games
- July 12, Teens, Bad Art Night Competition
- July 19, Teens, Live Action Fortnite
- July 26, Teens, Mystery Night

- **August 2, Teens, Carnival Night**





**LEWISVILLE**

Deep Roots. Bold Wings. Bright Future.

Department of Public Services



## TOWN COUNCIL AGENDA ITEM NO. 4

### CONSENT ITEM

**DATE:** June 17, 2019

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

**ITEM:** Consider approval of an Interlocal Cooperative Agreement with Denton County for US 377 at Canyon Falls Drive signal project; and authorization for the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** The Interlocal Cooperative Agreement (ICA) provides \$55,000.00 of Denton County funds, for the US 377 at Canyon Falls Drive signal project. The ICA funds will be used to offset the cost of the preemption costs required to be paid to the Union Pacific Railroad (UPRR). This will help cover the cost of the local match for the Regional Tollway Revenue (RTR) funds that will cover the cost of the signal preemption. The total cost of the preemption work by UPRR is estimated at \$500,000. A future agreement will be required to receive the RTR funds.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** If disapproved, the Town will be required to use an additional \$55,000 of Town funds for the RTR local match.

**FISCAL IMPACT:** (\$55,000)

| Proposed Expenditure/(Revenue): | Account Number(s): |
|---------------------------------|--------------------|
| (\$55,000)                      | 506-4793           |

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

**LEGAL REVIEW:** Chris John, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Interlocal Cooperative Agreement as to form and legality.

**ATTACHMENTS:**

1. Interlocal Cooperative Agreement

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

THE STATE OF TEXAS           §  
                                              §  
 COUNTY OF DENTON           §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
 DENTON COUNTY, TEXAS, AND THE TOWN OF FLOWER MOUND, TEXAS**

**THIS AGREEMENT** is made, entered into and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the County;” and the Town of Flower Mound, Texas, a duly organized municipality, existing under the laws of the State of Texas, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.”

**WHEREAS**, the County and the Town mutually desire to enter into this Agreement for the purpose of providing for all aspects associated with the signal preemption at US 377 and Canyon Falls for the Union Pacific Railroad crossing, which will allow the town to install the necessary equipment and connect into Union Pacific Railroad’s signal control system in order to preempt the traffic signal at US 377 and Canyon Falls in order to allow for safe passage of the train, located entirely within the municipal limits of the Town and Denton County Commissioner Precinct #1, hereinafter “the Project;” and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

**WHEREAS**, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County’s road system and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

**NOW, THEREFORE**, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:



**WITNESSETH:****I.**

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

**II.**

The County and the Town hereby agree that the scope of the Project shall be limited to providing for all aspects associated with the signal preemption at US 377 and Canyon Falls for the Union Pacific Railroad crossing, which will allow the town to install the necessary equipment and connect into Union Pacific Railroad's signal control system in order to preempt the traffic signal at US 377 and Canyon Falls, located entirely within the municipal limits of the Town and Denton County Commissioner Precinct #1, at a total estimated project cost of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,00.00).

**III.**

The County hereby agrees to contribute an amount which shall not exceed FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) toward the project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

**IV.**

The Town hereby agrees to provide all necessary design, engineering, right-of-way acquisition, utility relocation and construction required for satisfactory completion of the Project. In addition, the Town will provide all inspections of the Project.

**V.**

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

## **VI.**

The Town shall submit an invoice for reimbursement to the Denton County Auditor, Jeff May, 401 W. Hickory Street, Suite 423, Denton, Texas 76201, and at the same time submit a copy of the invoice to Denton County Commissioner Precinct #1, and the County shall reimburse the Town for the County's portion of the cost of the project, not to exceed FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00), within thirty (30) calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

## **VII.**

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance or repair of a street or alley in the County that is located in the Town.

## **VIII.**

This Agreement may be terminated in whole, or in part, by the County or the Town upon thirty [30] days written notice to the other part. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

## **IX.**

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town:                   Honorable Steve Dixon, Mayor  
                                  Town of Flower Mound, Texas  
                                  2121 Cross Timbers Road  
                                  Flower Mound, Texas 75028

Copy To: Theresa Scott, Town Secretary  
Town of Flower Mound, Texas  
2121 Cross Timbers Road  
Flower Mound, Texas 75028

For County: Honorable Andy Eads  
Denton County Judge  
110 West Hickory Street, 2<sup>nd</sup> Floor  
Denton, Texas 76201

Copy To: Denton County District Attorney's Office - Civil Division  
1450 East McKinney Street, Suite 3100  
Denton, Texas 76209

**X.**

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

**XI.**

The County agrees and understands that the County, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the Town.

**XII.**

The Town agrees and understands that the Town, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

**XIII.**

The County agrees to accept full responsibility for the acts, negligence or omissions of all County employees, agents, subcontractors or contract laborers doing work under a contract or agreement with the County.

**XIV.**

The Town agrees to accept full responsibility for the acts, negligence or omissions of all Town employees, agents, subcontractors or contract laborers doing work under a contract or agreement with the County.

**XV.**

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

**XVI.**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

**XVII.**

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

**XVIII.**

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**DENTON COUNTY, TEXAS**

110 West Hickory  
Denton, Texas 76201

**TOWN OF FLOWER MOUND, TEXAS**

2121 Cross Timbers Road  
Flower Mound, Texas 75028

By: \_\_\_\_\_  
Honorable Andy Eads  
Denton County Judge  
Acting by and on behalf of the authority  
the Denton County Commissioners Court

By: \_\_\_\_\_  
Honorable Steve Dixon  
Mayor of the Town of Flower Mound, Texas  
Acting by and on behalf of the authority  
of the Town of Flower Mound, Texas

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Denton County Clerk

By: \_\_\_\_\_  
Town Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant District Attorney

By: \_\_\_\_\_  
Town Attorney

**COUNTY AUDITOR'S CERTIFICATE**

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

\_\_\_\_\_  
Denton County Auditor





## TOWN COUNCIL AGENDA ITEM NO. 5

### CONSENT ITEM

**DATE:** June 17, 2019

**FROM:** David Bauer, Construction Manager

**ITEM:** Consider approval of Amendment No. 2 to Komatsu Architects for the Library Expansion/Renovation project design, in the amount of \$34,396.00: and authorization for the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** The Library Expansion construction project includes an approximately 15,000 sq. foot municipal multi-purpose building and associated site improvements on approximately 3 acres located at 3030 Broadmoor Lane.

During design, it was determined that the planned retrofit of the existing HVAC units would not adequately eliminate humidity. Due to these concerns, staff recommended the installation of a new variable refrigerant flow system to address the humidity issue. Amendment No. 2 provides for an increase in the professional services agreement for the needed design changes.

On December 4, 2017, a Professional Services Agreement for design services for the renovation and expansion of the Flower Mound Library was awarded to Komatsu Architects in the amount of \$794,963.00.

On July 16, 2018, Design Amendment No. 1 was approved in the amount of \$22,000.00 for additional design related to parking and drainage.

If approved, Amendment No. 2 will add \$34,396.00 to the design contract for a total of \$851,359.00.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** \$34,396.00

| Proposed Expenditure/(Revenue): | Account Number(s): |
|---------------------------------|--------------------|
| \$34,396.00                     | 533-111-32001-6070 |

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

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

**ATTACHMENTS:**

1. Amendment No. 2 - AIA G802-2017

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



# Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT: (name and address)**

Flower Mound Library Expansion and  
Renovation  
3030 Broadmoor Lane  
Flower Mound, Texas 75022

**AGREEMENT INFORMATION:**

Date: 4 December 2017

**AMENDMENT INFORMATION:**

Amendment Number: 002

Date: 15 May 2019

**OWNER: (name and address)**

Town of Flower Mound  
2121 Cross Timbers Road FM,  
TX75028

**ARCHITECT: (name and address)**

Komatsu Architecture  
3880 Hulen Street Suite 300  
Fort Worth, Texas 76107

The Owner and Architect amend the Agreement as follows:

Amend current contract to include updated mechanical system (VRF) and existing roof replacement

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

\$34,396

Schedule Adjustment:

12 weeks from NTP

**SIGNATURES:**

Komatsu Architecture

**ARCHITECT (Firm name)**

**SIGNATURE**

Amy R. Sibley Vice President,  
Director of Interior Design  
Komatsu Architecture

**PRINTED NAME AND TITLE**

15 May 2019

**DATE**

**OWNER (Firm name)**

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**



KOMATSU  
ARCHITECTURE

May 15, 2019

Mr. David Bauer  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, TX 75028

RE: Flower Mound Library Expansion  
Additional Services Fee Proposal  
VRF Mechanical System and Existing Roof Replacement

Mr. Bauer,

As previously discussed, attached, please find our fee proposal for additional design, documentation effort and prime oversight to accommodate replacement of the existing mechanical system with VRF and replacement of the existing roof at the Flower Mound Library project.

Please do not hesitate to let me know if you have any questions or need further information.

Thank you.

Amy R. Sibley  
VP, Director of Interior Design

Encl: Fee proposal spreadsheet with sub consultant backup

Cc: Debra Wallace [debra.wallace@flower-mound.com](mailto:debra.wallace@flower-mound.com)

# Komatsu Architecture Fee Proposal

Flower Mound Public Library Renovation and Expansion - MOD 02 VRF Mechanical System and Existing Roof Replacement  
May 15, 2019

| Activity                             | Labor and Hourly Rates           |                               |                                       |                           |                           |                           |                           |                           |                           | TOTAL     |
|--------------------------------------|----------------------------------|-------------------------------|---------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|-----------|
|                                      | Sr Architect<br>\$ 190.00<br>/hr | Architect<br>\$ 165.00<br>/hr | Technical Support<br>\$ 116.00<br>/hr | Position 4<br>\$ -<br>/hr | Position 5<br>\$ -<br>/hr | Position 6<br>\$ -<br>/hr | Position 7<br>\$ -<br>/hr | Position 8<br>\$ -<br>/hr | Position 9<br>\$ -<br>/hr |           |
| Architectural                        |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
| Design & documentation               | 4                                | 30                            | 36                                    |                           |                           |                           |                           |                           |                           | \$ 9,886  |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
| Consultants                          |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
| Mechanical Electrical Plumbing - TLC |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ 20,460 |
| Civil - JQ                           |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
| Landscape - CDG                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
| Structural - RL Woods                |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ 1,650  |
| Specifications - INSPEC              |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ 2,200  |
| Cost Estimate - Schematic            |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ -      |
| Expenses                             |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
| Expenses                             |                                  |                               |                                       |                           |                           |                           |                           |                           |                           | \$ 200    |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
|                                      |                                  |                               |                                       |                           |                           |                           |                           |                           |                           |           |
| Totals                               | 4                                | 30                            | 36                                    | -                         | -                         | -                         |                           |                           |                           | \$ 34,396 |

## Basis of Proposal

1. Time and expenses to provide design and documentation for new VRF mechanical system and replacing the existing roof

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**KOMATSU ARCHITECTURE**  
**LABOR COSTS & BILLING RATES**  
Effective January 2019

| POSITION                       | LABOR COST* |          | BILLING RATE |          |
|--------------------------------|-------------|----------|--------------|----------|
| Project Management             |             |          |              |          |
| Vice President, Principal      | \$75.00     | \$135.00 | \$190.00     | \$300.00 |
| Proj Manager; Project Director | \$68.75     | \$75.00  | \$165.00     | \$190.00 |
| Proj Architect I               | \$61.00     | \$67.50  | \$146.50     | \$162.00 |
| Project Coordinator Level      |             |          |              |          |
| Architect II                   | \$55.25     | \$58.50  | \$132.50     | \$140.50 |
| Senior Technical I             | \$48.25     | \$52.00  | \$116.00     | \$125.00 |
| Technical Staff Level          |             |          |              |          |
| Drafter II                     | \$42.00     | \$46.75  | \$101.00     | \$113.00 |
| Drafter III                    | \$36.00     | \$40.50  | \$87.50      | \$97.25  |
| Tech Spec Support              | \$30.75     | \$34.50  | \$77.00      | \$83.00  |
| Project Specialist Level       |             |          |              |          |
| Estimator                      | \$73.00     |          | \$175.00     | \$0.00   |
| LEED Mgt Prog Mgr              | \$35.50     |          | \$85.00      | \$0.00   |
| Senior Interior Designer       | \$54.00     |          | \$130.00     |          |
| Interior Designer              | \$36.75     |          | \$88.00      |          |
| Facility Mgt Data Coord        | \$41.75     |          | \$100.25     | \$0.00   |
| Space Planner                  | \$29.70     |          | \$81.70      | \$0.00   |
| Construction Administrator     | \$61.50     |          | \$148.00     | \$0.00   |
| Construction Field Observer    | \$36.75     |          | \$88.00      | \$0.00   |
| Quality Control Reviewer       | \$50.00     |          | \$120.00     | \$0.00   |

\*Labor rates are Salary/Hr plus mandatory Payroll Additives



### OPTIONAL ADDITIONAL SERVICE AGREEMENT-1

PROJECT NAME: **Flower Mound Library**

TLC PROJECT NO. **518005**

OWNER: **Town Of Flower Mound**

DATE: **5/2/19**

CLIENT/ARCHITECT: **Komatsu Architecture**

TLC Engineering Solutions, Inc. (TLC) is proceeding with providing optional additional services as described below per paragraph(s) 4.1 of the agreement ("Agreement") between Komatsu and TLC dated January 8, 2018.

Additional Services Description:

Revise the HVAC system from packaged roof top units to a Variable Refrigerant Flow System with dedicated Outside Air Units. Revisions will include the HVAC system, Electrical, and Plumbing as required to support the new equipment requirements.

The fee for these additional services is \$18,600.

Design will require 15 working days from date signed additional services is received.

Authorization by **Komatsu** to proceed with this change in the Agreement for these optional additional services constitutes a commitment by **Komatsu** to pay the TLC fee and represents that authorization has been received by **Komatsu** from its client/owner.

Please affirm or deny authorization to proceed with these optional additional services by checking the appropriate box, signing below and emailing to TLC this notice within two (2) days of the above date.

Yours truly,

TLC ENGINEERING SOLUTIONS, INC.

Benjamin J. Cole, PE  
Principal

Gary Krueger, PE  
Division Director

=====

TLC is authorized ☐ is not authorized ☐ to proceed with the above-described additional services:

KOMATSU ARCHITECTURE

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



## Amy Sibley

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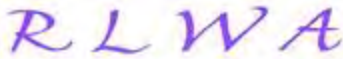
**From:** Nancy Geihl <ngeihl-rlwa@att.net>  
**Sent:** Thursday, May 09, 2019 6:11 PM  
**To:** Neil Bletsch  
**Cc:** Amy Sibley; Vincent Ramirez; 'Cole, Ben'  
**Subject:** RE: Flower Mound Library - Permit Comments

Neil,

Per our discussion, the HVAC changes will be to revise all the units on the addition and replace all the units on the existing library roof. All equipment will either be on the roof or hung below the roof structure. There will not be any new equipment on the ground, so a pad and screen wall are no longer required.

The additional structural scope would include analysis of the existing structure for the weight of new units, revise the roof framing plans to show existing framing members and new units on the existing library roof, revise the roof framing plans to show revised units on the addition and provide detail(s) as required for hanging units below the roof structure. The additional service fee for the new scope will be \$1500.00. We will need a base plan with the location of all units and weights (including curb weights) of all the units to get started. Once we have received all of the required information, we can issue updated drawings in 5 business days.

Thanks,

 **Structural & Forensic Engineering** | Nancy L. Geihl, P.E. | Associate | Project Manager  
1151 W. Pioneer Pkwy | Arlington, TX | 76013  
817.277.6686 ext 104 | [ngeihl-rlwa@att.net](mailto:ngeihl-rlwa@att.net) | [www.rlwaengineers.com](http://www.rlwaengineers.com)

---

**From:** Neil Bletsch [<mailto:NBletsch@komatsu-inc.com>]  
**Sent:** Thursday, May 2, 2019 12:24 PM  
**To:** [ngeihl-rlwa@att.net](mailto:ngeihl-rlwa@att.net)  
**Cc:** Amy Sibley; Vincent Ramirez; Cole, Ben  
**Subject:** FW: Flower Mound Library - Permit Comments

Nancy,

Please let us know what you need fee- and time-wise to accommodate the attached.

Thanks!

Neil

---

**From:** Cole, Ben [<mailto:ben.cole@tlc-eng.com>]  
**Sent:** Thursday, May 02, 2019 12:01 PM  
**To:** Neil Bletsch  
**Cc:** Amy Sibley; Vincent Ramirez; Cole, Ben  
**Subject:** RE: Flower Mound Library - Permit Comments

Amy,

Attached is the additional services for the VRF system.

I will need 15 working days to get the drawings revised and coordinated.

May 16<sup>th</sup> we will have information for structural for the two new outside air units and locations of all FCU's to verify loading of the structural system.

May 21<sup>st</sup>, we will have a set for coordination with you.

May 24<sup>th</sup>, Final set for issue.

Thank you,

**Benjamin J. Cole, PE, LEED AP**

*Principal*

**TLC ENGINEERING SOLUTIONS**

**Main:** 214.540.5900

**Office:** 214.540.5902

**Cell:** 214.673.7881

---

**From:** Neil Bletsch [<mailto:NBletsch@komatsu-inc.com>]

**Sent:** Wednesday, April 24, 2019 12:34 PM

**To:** Cole, Ben <[ben.cole@tlc-eng.com](mailto:ben.cole@tlc-eng.com)>

**Cc:** Amy Sibley <[ASibley@komatsu-inc.com](mailto:ASibley@komatsu-inc.com)>; Vincent Ramirez <[VRamirez@komatsu-inc.com](mailto:VRamirez@komatsu-inc.com)>

**Subject:** RE: Flower Mound Library - Permit Comments

Thanks! Met with the Town this morning – the plan is to proceed with VRF system – please prepare a change to your contract and let us know timing.

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This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



## TOWN COUNCIL AGENDA ITEM NO. 6

### CONSENT ITEM

**DATE:** June 17, 2019

**FROM:** Joelle Hainley, Building Official

**ITEM:** Consider approval of an Ordinance amending Appendix A “Fee Schedule,” referenced in Chapter 14, “Buildings and Building Regulations,” Section 14-1, “Building, plumbing, mechanical and electrical permit fees,” of the Code of Ordinances of the Town of Flower Mound, Texas, by updating building permit fees based on job value.

**BACKGROUND INFORMATION:** Due to the approval of House Bill 852 by the 86<sup>th</sup> Texas Legislature, the Town is no longer allowed to charge fees based on the job value for residential construction. In the current version of Appendix A, a number of fees for small projects are assessed based on the job value. The purpose of this ordinance is to bring the Town into compliance with State law by charging fees based on a flat rate or other factor of the project.

**FISCAL IMPACT:** Dependent on number of permits issued

| Proposed Expenditure/(Revenue): | Account Number(s):               |
|---------------------------------|----------------------------------|
| Not available                   | 100-4xxx (various revenue lines) |

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

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

**ATTACHMENTS:**

1. Proposed Ordinance

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

**TOWN OF FLOWER MOUND, TEXAS****ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING APPENDIX A, "FEE SCHEDULE," REFERENCED IN CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," SECTION 14-1, ENTITLED "BUILDING, PLUMBING, MECHANICAL AND ELECTRICAL PERMIT FEES," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, TO REVISE THE FEES RELATED TO THE ISSUANCE OF CERTAIN BUILDING PERMITS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; 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 regulations for the issuance of building permits within the Town and has provided for the collection of fees in connection therewith; and

**WHEREAS**, the Town Council now desires to update and amend the Appendix A, "Fee Schedule," to comply with changes in state law related to the issuance of certain building permits; and

**WHEREAS**, the Town Council finds and determines that Appendix A, "Fee Schedule," should be amended as set out herein and that the amendments 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, THAT:**

**SECTION 1**

Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended by revising subsection (d) corresponding to Chapter 14, "Buildings and Building Regulations," Section 14-1, "Building, plumbing, mechanical and electrical permit fees," to read as follows:

| <b>Chapter 14. Buildings and Building Regulations.</b> |                                                            |
|--------------------------------------------------------|------------------------------------------------------------|
| <i>Code Section Number</i>                             | <i>Description</i>                                         |
| 14-1                                                   | Building, plumbing, mechanical and electrical permit fees: |

\*\*\*

ORDINANCE NO. \_\_\_\_\_

PAGE NO. 2

- (d) *Fees for additions, alterations, repairs, demolition, screening walls, retaining walls and accessory buildings.* The following fees shall be charged for small construction jobs involving additions, alterations and repairs. Projects that involve substantial work shall be charged as new construction at the discretion of the building official.

| Type of Construction                               | Permit Fee                                                                                                                                                                                  |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accessory Building                                 | \$100.00                                                                                                                                                                                    |
| Demolition                                         | 150.00                                                                                                                                                                                      |
| Electrical                                         | 60.00                                                                                                                                                                                       |
| Foundation Repair                                  | 100.00                                                                                                                                                                                      |
| HVAC Replacement                                   | 150.00                                                                                                                                                                                      |
| Mechanical                                         | 150.00                                                                                                                                                                                      |
| Miscellaneous                                      | 175.00                                                                                                                                                                                      |
| Patio Cover                                        | 200.00                                                                                                                                                                                      |
| Plumbing                                           | 75.00                                                                                                                                                                                       |
| Residential Remodel (no additional square footage) | 200.00                                                                                                                                                                                      |
| Residential Remodel (addition of square footage)   | 1-500 sq. ft. - 450.00<br>501-1000 sq. ft. - 600.00<br>1001-1500 sq. ft. - 850.00<br>1501-2000 sq. ft. - 1,000.00<br>Square footage in excess of 2000, refer to (a) New Single Family Fees. |
| Retaining Wall or Screening Wall                   | 150.00                                                                                                                                                                                      |
| Umbrella Permit                                    | Each portion of the project will be assessed individually using the fees listed in Appendix A.                                                                                              |
| Water Heater                                       | 60.00                                                                                                                                                                                       |
| Window/Door Replacement                            | 35.00 + 2.00 per window/door to be replaced.                                                                                                                                                |

## **SECTION 2**

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

## **SECTION 3**

ORDINANCE NO. \_\_\_\_\_

PAGE NO. 3

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

#### **SECTION 4**

Any person, firm or corporation who violates any provision of this Ordinance 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, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

#### **SECTION 5**

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 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 6**

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 7**

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

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

**APPROVED:**



ORDINANCE NO. \_\_\_\_\_

PAGE NO. 4

\_\_\_\_\_  
Steve Dixon, MAYOR

ATTEST:

\_\_\_\_\_  
Theresa Scott, TOWN SECRETARY



## TOWN COUNCIL AGENDA ITEM NO. 7

### CONSENT ITEM

**DATE:** June 17, 2019

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

**ITEM:** Consider approval of a TCEQ Settlement Agreement resulting from a discharge of chlorinated water into Stone Bend Creek on July 2, 2018; and authorization for the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** On July 2, 2018, a potable water main failed near 6601 Oakview Drive, resulting in the discharge of approximately 1.255 million gallons of chlorinated water into Stone Bend Creek. TCEQ (Texas Commission on Environmental Quality) was not notified within the required 24 hours of the discharge. TCEQ subsequently issued a fine in the amount of \$5,625 for the discharge, and an additional \$938 for the reporting violation, for a total of \$6,563. The Settlement Agreement will enable the Town to implement a Supplemental Environmental Project (SEP) in lieu of paying a penalty. The proposed project consists of the purchase of dechlorination equipment and chemicals to aid in avoiding future violations in the event of a water line break or maintenance project.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** If disapproved, the TCEQ would elevate the case to the Enforcement Division, which could result in a higher fine and disallowance of the SEP.

**FISCAL IMPACT:** \$6,563

| Proposed Expenditure/(Revenue): | Account Number(s): |
|---------------------------------|--------------------|
| \$6,563                         | 200-690-92320-2140 |

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

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

#### ATTACHMENTS:

1. Revised Proposed Agreed Order, Docket No. 2019-0056-WQ-E (Settlement Agreement)

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

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**IN THE MATTER OF AN  
ENFORCEMENT ACTION  
CONCERNING  
TOWN OF FLOWER MOUND  
RN101251619**

§  
§  
§  
§  
§

**BEFORE THE  
  
TEXAS COMMISSION ON  
  
ENVIRONMENTAL QUALITY**

## AGREED ORDER DOCKET NO. 2019-0056-WQ-E

On \_\_\_\_\_, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding the Town of Flower Mound (the "Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent presented this Order to the Commission.

The Respondent understands that it has certain procedural rights at certain points in the enforcement process, including the right to formal notice of violations, notice of an evidentiary hearing, the right to an evidentiary hearing, and a right to appeal. By entering into this Order, the Respondent agrees to waive all notice and procedural rights.

It is further understood and agreed that this Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable. The duties and responsibilities imposed by this Order are binding upon the Respondent.

The Commission makes the following Findings of Fact and Conclusions of Law:

### I. FINDINGS OF FACT

1. The Respondent owns and operates a public water supply located at 1105 Duncan Lane in Flower Mound, Denton County, Texas, with an associated potable water main located near 6601 Oakview Drive in Flower Mound, Denton County, Texas (the "Site"). The Site is near or adjacent to water in the state as defined in TEX. WATER CODE § 26.001(5).
2. During a record review conducted on November 19, 2018, an investigator documented that:
  - a. On July 2, 2018, a potable water main failed at the Site resulting in the discharge of approximately 1.255 million gallons of chlorinated potable water into Stone Bend Creek, killing 182 fish; and
  - b. The Respondent did not notify the TCEQ as soon as possible but not later than 24 hours after the occurrence of a spill or discharge.



Town of Flower Mound  
 DOCKET NO. 2019-0056-WQ-E  
 Page 2

3. The Executive Director recognizes that by July 3, 2018, the Respondent:
  - a. Isolated the water main, repaired the line, and collected and properly disposed of the dead fish; and
  - b. Notified the TCEQ of the discharge.

## II. CONCLUSIONS OF LAW

1. As evidenced by Finding of Fact No. 1, the Respondent is subject to the jurisdiction of the TCEQ pursuant to TEX. WATER CODE ch. 26 and the rules of the TCEQ.
2. As evidenced by Finding of Fact No. 2.a, the Respondent failed to prevent the unauthorized discharge of other waste into or adjacent to any water in the state, in violation of TEX. WATER CODE § 26.121(a)(2).
3. As evidenced by Finding of Fact No. 2.b, the Respondent failed to notify the TCEQ as soon as possible but not later than 24 hours after the occurrence of a spill or discharge, in violation of TEX. WATER CODE § 26.039(b).
4. Pursuant to TEX. WATER CODE § 7.051, the TCEQ has the authority to assess an administrative penalty against the Respondent for violations of state statutes within the TCEQ's jurisdiction, for violations of rules adopted under such statutes, or for violations of orders or permits issued under such statutes.
5. An administrative penalty in the amount of \$6,563 is justified by the facts recited in this Order, and considered in light of the factors set forth in TEX. WATER CODE § 7.053. Pursuant to TEX. WATER CODE § 7.067, \$6,563 of the penalty shall be conditionally offset by the Respondent's timely and satisfactory completion of a Supplemental Environmental Project ("SEP") as defined in the attached SEP Agreement ("Attachment A" - incorporated herein by reference). The Respondent's obligation to pay the conditionally offset portion of the penalty shall be discharged upon full compliance with all the terms and conditions of this Order, which includes the timely and satisfactory completion of all provisions of the SEP Agreement, as determined by the Executive Director.

## III. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section II. Conclusion of Law No. 5 for violations of state statutes and rules of the TCEQ. The payment of this penalty and the Respondent's compliance with all the requirements set forth in this Order resolve only the matters set forth by this Order in this action. The Commission shall not be constrained in any manner from requiring corrective actions or penalties for violations



Town of Flower Mound  
DOCKET NO. 2019-0056-WQ-E  
Page 3

that are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Town of Flower Mound, Docket No. 2019-0056-WQ-E" to:

Financial Administration Division, Revenue Operations Section  
Attention: Cashier's Office, MC 214  
Texas Commission on Environmental Quality  
P.O. Box 13088  
Austin, Texas 78711-3088

2. The Respondent shall implement and complete an SEP as set forth in Section II, Conclusion of Law No. 5. The amount of \$6,563 of the assessed penalty is conditionally offset based on the Respondent's implementation and completion of the SEP pursuant to the terms of the SEP Agreement, as defined in Attachment A. Penalty payments for any portion of the SEP deemed by the Executive Director as not complete shall be paid within 30 days after the date the Executive Director demands payment.
3. All relief not expressly granted in this Order is denied.
4. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Site operations referenced in this Order.
5. If the Respondent fails to comply with any of the Ordering Provisions in this Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
6. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.
7. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms in this Order.
8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.
9. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms

Town of Flower Mound  
DOCKET NO. 2019-0056-WQ-E  
Page 4

of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

10. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.
11. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.



Town of Flower Mound  
 DOCKET NO. 2019-0056-WQ-E  
 Page 5

## SIGNATURE PAGE

### TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

\_\_\_\_\_  
 For the Commission

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 For the Executive Director

\_\_\_\_\_  
 Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name (Printed or typed)  
 Authorized Representative of  
 Town of Flower Mound

\_\_\_\_\_  
 Title

☐ *If mailing address has changed, please check this box and provide the new address below:*

**Instructions:** Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.

**Attachment A**  
**Docket Number: 2019-0056-WQ-E**  
**SUPPLEMENTAL ENVIRONMENTAL PROJECT**

|                           |                                                              |
|---------------------------|--------------------------------------------------------------|
| <b>Respondent:</b>        | City of Flower Mound                                         |
| <b>Penalty Amount:</b>    | Six Thousand Five Hundred Sixty-Three Dollars (\$6,563)      |
| <b>SEP Offset Amount:</b> | Six Thousand Five Hundred Sixty-Three Dollars (\$6,563)      |
| <b>Type of SEP:</b>       | Compliance SEP                                               |
| <b>Project Name:</b>      | <i>Potable Water De-Chlorination Equipment and Chemicals</i> |
| <b>Location of SEP:</b>   | Denton County                                                |

The Texas Commission on Environmental Quality ("TCEQ") agrees to offset the administrative Penalty Amount assessed in this Agreed Order for Respondent to perform a Supplemental Environmental Project ("SEP"). The SEP Offset Amount is set forth above and such offset is conditioned upon completion of the project in accordance with the terms of this Attachment A.

Respondent is a Local Government that qualifies under TEX. WATER CODE § 7.067 to apply the SEP Offset Amount set forth above to correct violations at its public water supply which are described in this Agreed Order. This Agreed Order cites violations at Respondent's public water supply.

**1. Project Description**

**A. Project**

Respondent shall purchase water dechlorination equipment and chemicals for dewatering potable water lines. Specifically, Respondent shall purchase four ZDe-chlorinator® and five Vita-D-Chlor® (ascorbic acid tablets) chemicals. Ascorbic acid is non-toxic and is certified by the National Sanitation Foundation for use in dechlorinating water.

Specifically, the SEP Offset Amount shall be used for materials, supplies, and equipment for one or more of the following: dechlorination equipment and chemicals (the "Project"). The SEP does not address other obligations required by the Agreed Order.

The Project will be performed in accordance with all federal, state, and local environmental laws and regulations, including obtaining any permits that may be required prior to commencement of the work. Any advertisements related to the SEP must include the enforcement statement as stated in Section 6, Publicity.

Respondent shall use the SEP Offset Amount only for the direct cost of implementing the Project, including supplies, materials, and equipment rentals, as listed in Subsection C, Minimum Expenditure, Estimated Cost Schedule. No portion of the SEP Offset Amount shall be spent on administrative costs, including but not limited to

City of Flower Mound  
Attachment A

operating costs, reporting expenses, handling of expenses, project coordination, liability, or equipment breakdowns.

Respondent's signature affixed to the attached Agreed Order certifies that Respondent is performing the Compliance SEP solely as part of the terms of settlement in the enforcement action.

**B. Environmental Benefit**

This SEP will benefit water quality in the Stone Bend Creek watershed by eliminating chlorine in the pipeline which caused an accidental discharge of chlorinated water resulting in a fish kill.

**C. Minimum Expenditure**

Respondent shall spend at least the SEP Offset Amount to complete the Project described in Section 1, above, and comply with all other provisions of this SEP. Respondent understands that it may cost more than the SEP Offset Amount to complete the Project.

**Estimated Cost Schedule**

| Item                 | Quantity | Units | Cost  | Total          |
|----------------------|----------|-------|-------|----------------|
| ZDe-Chlorinator      | 4        | Each  | \$975 | \$3,900        |
| Vita-D-Chlor tablets | 5        | Each  | \$625 | \$3,125        |
| <b>Total</b>         |          |       |       | <b>\$7,025</b> |

**2. Performance Schedule**

Within 30 days after the effective date of this Agreed Order, Respondent shall begin implementation of the SEP. Respondent shall have completed the SEP in its entirety within 130 days after the effective date of this Agreed Order.

**3. Records and Reporting**

**A. Progress Report**

Within 30 days after the effective date of this Agreed Order, Respondent shall submit a Notice of Commencement to the TCEQ describing actions performed to date to implement the Project. Within 90 days after the effective date of this Agreed Order, Respondent shall submit a report detailing the progress made and all actions completed on the Project from the Notice of Commencement or during the previous 60-day period. Respondent shall submit progress reports containing detailed information on all actions completed on the Project to date as set forth in the Reporting Schedule table below:

City of Flower Mound  
Attachment A

| <b>Days from Effective Order Date</b> | <b>Information Required</b>                                      |
|---------------------------------------|------------------------------------------------------------------|
| 30                                    | Notice of Commencement describing actions taken to begin project |
| 90                                    | Actions completed during previous 60-day period                  |
| 130                                   | Notice of SEP completion                                         |

**B. Final Report**

Within 130 days after the effective date of the Agreed Order, or within 30 days after completion of SEP, whichever is earlier, Respondent shall submit a Final Report to the TCEQ, which shall include the following:

1. Itemized list of expenditures and total cost of the Project;
2. Copies of invoices or paid receipts corresponding to the itemized list in paragraph 3.B.1., above;
3. Copies of cleared checks or payment records corresponding to the itemized list in paragraph 3.B.1., above;
4. Proof of publication of invitation for bids (publication must include the enforcement statement, as stated in Section 6, Publicity), if applicable;
5. Dated photographs of the purchased equipment; the equipment being removed; work being performed during the installation process; and of the completed Project;
6. Copies of all engineering plans related to work performed pursuant to the Project, if applicable;
7. A notarized/certified statement of SEP completion and document authentication; and
8. Any additional information demonstrating compliance with this Attachment A.

**C. Address**

Respondent shall submit all SEP reports and any additional information as requested to the following address:

Texas Commission on Environmental Quality  
Litigation Division  
Attention: SEP Coordinator, MC 175  
P.O. Box 13087  
Austin, Texas 78711-31087

City of Flower Mound  
Attachment A

#### 4. **Additional Information and Access**

Respondent shall provide additional information as requested by TCEQ staff, and shall allow access to all records related to the SEP Offset Amount. Respondent shall also allow representatives of the TCEQ access to the site of any work being financed in whole or in part by the SEP Offset Amount. This provision shall survive the termination of this Agreed Order.

#### 5. **Failure to Fully Perform**

If Respondent does not perform its obligations under this Attachment A, including full expenditure of the SEP Offset Amount and submittal of the required reporting described in Sections 2 through 4 above, the Executive Director ("ED") may require immediate payment of all or part of the SEP Offset Amount as set forth in the attached Agreed Order.

In the event the ED determines that Respondent failed to fully implement and complete the Project, Respondent shall remit payment for all or a portion of the SEP Offset Amount, as determined by the ED, and as set forth in the attached Agreed Order. After receiving notice of failure to complete the SEP, Respondent shall include the docket number of the attached Agreed Order and a note that the enclosed payment is for reimbursement of a SEP, shall make the check payable to "**Texas Commission on Environmental Quality**," and shall mail it to:

Texas Commission on Environmental Quality  
Litigation Division  
Attention: SEP Coordinator, MC 175  
P.O. Box 13087  
Austin, Texas 78711-3087

#### 6. **Publicity**

Any public statements concerning this Project made by or on behalf of Respondent must include a clear statement that **the Project was performed as part of the settlement of an enforcement action brought by the TCEQ**. Such statements include advertising, public relations, and press releases.

#### 7. **Recognition**

Respondent may not seek recognition for this project in any other state or federal regulatory program.

#### 8. **Other SEPs by TCEQ or Other Agencies**

The SEP Offset Amount identified in this Attachment A and in the attached Agreed Order has not been, and shall not be, included as a SEP for Respondent under any other Agreed Order negotiated with the TCEQ or any other agency of the state or federal government.



Policy Revision 4 (April 2014)

## Penalty Calculation Worksheet (PCW)

PCW Revision March 26, 2014

|              |                 |             |                  |            |                |  |
|--------------|-----------------|-------------|------------------|------------|----------------|--|
| <b>DATES</b> | <b>Assigned</b> | 4-Jan-2019  | <b>Screening</b> | 8-Jan-2019 | <b>EPA Due</b> |  |
|              | <b>PCW</b>      | 29-Apr-2019 |                  |            |                |  |

## RESPONDENT/FACILITY INFORMATION

|                             |                      |                           |       |
|-----------------------------|----------------------|---------------------------|-------|
| <b>Respondent</b>           | Town of Flower Mound |                           |       |
| <b>Reg. Ent. Ref. No.</b>   | RN101251619          |                           |       |
| <b>Facility/Site Region</b> | 4-Dallas/Fort Worth  | <b>Major/Minor Source</b> | Minor |

## CASE INFORMATION

|                                        |                |                              |                       |
|----------------------------------------|----------------|------------------------------|-----------------------|
| <b>Enf./Case ID No.</b>                | 57123          | <b>No. of Violations</b>     | 2                     |
| <b>Docket No.</b>                      | 2019-0056-WQ-E | <b>Order Type</b>            | Findings              |
| <b>Media Program(s)</b>                | Water Quality  | <b>Government/Non-Profit</b> | Yes                   |
| <b>Multi-Media</b>                     |                | <b>Enf. Coordinator</b>      | Steven Van Landingham |
|                                        |                | <b>EC's Team</b>             | Enforcement Team 3    |
| <b>Admin. Penalty \$ Limit Minimum</b> | \$0            | <b>Maximum</b>               | \$25,000              |

## Penalty Calculation Section

**TOTAL BASE PENALTY (Sum of violation base penalties)** **Subtotal 1** **\$8,750**

## ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

**Compliance History** **0.0%** Adjustment **Subtotals 2, 3, & 7** **\$0**

Notes: No adjustment for Compliance History.

**Culpability** **No** **0.0%** Enhancement **Subtotal 4** **\$0**

Notes: The Respondent does not meet the culpability criteria.

**Good Faith Effort to Comply Total Adjustments** **Subtotal 5** **-\$2,187**

**Economic Benefit** **0.0%** Enhancement\* **Subtotal 6** **\$0**

Total EB Amounts **\$0**  
Estimated Cost of Compliance **\$3,050**

\*Capped at the Total EB \$ Amount

**SUM OF SUBTOTALS 1-7** **Final Subtotal** **\$6,563**

**OTHER FACTORS AS JUSTICE MAY REQUIRE** **0.0%** Adjustment **\$0**

Reduces or enhances the Final Subtotal by the indicated percentage

Notes:

**Final Penalty Amount** **\$6,563**

**STATUTORY LIMIT ADJUSTMENT** **Final Assessed Penalty** **\$6,563**

**DEFERRAL** **0.0%** Reduction Adjustment **\$0**

Reduces the Final Assessed Penalty by the indicated percentage.

Notes:

No deferral is recommended for Findings Orders.

**PAYABLE PENALTY** **\$6,563**



Screening Date 8-Jan-2019

Docket No. 2019-0056-WQ-E

PCW

Respondent Town of Flower Mound

Policy Revision 4 (April 2014)

Case ID No. 57123

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN101251619

Media Water Quality

Enf. Coordinator Steven Van Landingham

## Compliance History Worksheet

## &gt;&gt; Compliance History Site Enhancement (Subtotal 2)

| Component                     | Number of...                                                                                                                                                                                                                           | Number | Adjust. |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|
| NOVs                          | Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action ( <i>number of NOVs meeting criteria</i> )                                                                            | 0      | 0%      |
|                               | Other written NOVs                                                                                                                                                                                                                     | 0      | 0%      |
| Orders                        | Any agreed final enforcement orders containing a denial of liability ( <i>number of orders meeting criteria</i> )                                                                                                                      | 0      | 0%      |
|                               | Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission | 0      | 0%      |
| Judgments and Consent Decrees | Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government ( <i>number of judgments or consent decrees meeting criteria</i> )                               | 0      | 0%      |
|                               | Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government                                        | 0      | 0%      |
| Convictions                   | Any criminal convictions of this state or the federal government ( <i>number of counts</i> )                                                                                                                                           | 0      | 0%      |
| Emissions                     | Chronic excessive emissions events ( <i>number of events</i> )                                                                                                                                                                         | 0      | 0%      |
| Audits                        | Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 ( <i>number of audits for which notices were submitted</i> )     | 0      | 0%      |
|                               | Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 ( <i>number of audits for which violations were disclosed</i> )                                                | 0      | 0%      |
| Other                         | Environmental management systems in place for one year or more                                                                                                                                                                         | No     | 0%      |
|                               | Voluntary on-site compliance assessments conducted by the executive director under a special assistance program                                                                                                                        | No     | 0%      |
|                               | Participation in a voluntary pollution reduction program                                                                                                                                                                               | No     | 0%      |
|                               | Early compliance with, or offer of a product that meets future state or federal government environmental requirements                                                                                                                  | No     | 0%      |

Adjustment Percentage (Subtotal 2) 0%

## &gt;&gt; Repeat Violator (Subtotal 3)

N/A

Adjustment Percentage (Subtotal 3) 0%

## &gt;&gt; Compliance History Person Classification (Subtotal 7)

Satisfactory Performer

Adjustment Percentage (Subtotal 7) 0%

## &gt;&gt; Compliance History Summary

Compliance  
History  
Notes

No adjustment for Compliance History.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, &amp; 7) 0%

## &gt;&gt; Final Compliance History Adjustment

Final Adjustment Percentage \*capped at 100% 0%

Screening Date 8-Jan-2019

Docket No. 2019-0056-WQ-E

PCW

Respondent Town of Flower Mound

Policy Revision -1 (April 2014)

Case ID No. 57123

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN101251619

Media Water Quality

Enf. Coordinator Steven Van Landingham

Violation Number 1

Rule Cite(s)

Tex. Water Code § 26.121(a)(2)

Violation Description

Failed to prevent the unauthorized discharge of other waste into or adjacent to any water in the state. Specifically, on July 2, 2018, a potable water main at 6601 Oakview Drive in Flower Mound, Texas failed resulting in the discharge of approximately 1.255 million gallons of chlorinated potable water into Stone Bend Creek, killing 182 fish.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR

| Release   | Major | Harm<br>Moderate | Minor |
|-----------|-------|------------------|-------|
| Actual    | x     |                  |       |
| Potential |       |                  |       |

Percent 30.0%

## &gt;&gt; Programmatic Matrix

| Falsification | Major | Moderate | Minor |
|---------------|-------|----------|-------|
|               |       |          |       |

Percent 0.0%

Matrix Notes

Human health or the environment has been exposed to pollutants which exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$17,500

\$7,500

## Violation Events

Number of Violation Events 1

2 Number of violation days

|              |   |
|--------------|---|
| daily        |   |
| weekly       |   |
| monthly      | x |
| quarterly    |   |
| semiannual   |   |
| annual       |   |
| single event |   |

Violation Base Penalty \$7,500

One monthly event is recommended from the July 2, 2018 unauthorized discharge date to the July 3, 2018 compliance date.

## Good Faith Efforts to Comply

25.0%

Reduction \$1,875

|               | Before NOE/NOV | NOE/NOV to EDPRP/Settlement Offer |
|---------------|----------------|-----------------------------------|
| Extraordinary |                |                                   |
| Ordinary      | x              |                                   |
| N/A           |                |                                   |

Notes The Respondent achieved compliance on July 3, 2018.

Violation Subtotal \$5,625

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$0

Violation Final Penalty Total \$5,625

This violation Final Assessed Penalty (adjusted for limits) \$5,625

## Economic Benefit Worksheet

**Respondent** Town of Flower Mound

**Case ID No.** 57123

**Reg. Ent. Reference No.** RN101251619

**Media** Water Quality

**Violation No.** 1

| Percent Interest | Years of Depreciation |
|------------------|-----------------------|
| 5.0              | 15                    |

| Item Description | Item Cost | Date Required | Final Date | Yrs | Interest Saved | Costs Saved | EB Amount |
|------------------|-----------|---------------|------------|-----|----------------|-------------|-----------|
|------------------|-----------|---------------|------------|-----|----------------|-------------|-----------|

**Delayed Costs**

|                          |         |            |            |      |     |     |     |
|--------------------------|---------|------------|------------|------|-----|-----|-----|
| Equipment                |         |            |            | 0.00 | \$0 | \$0 | \$0 |
| Buildings                |         |            |            | 0.00 | \$0 | \$0 | \$0 |
| Other (as needed)        |         |            |            | 0.00 | \$0 | \$0 | \$0 |
| Engineering/Construction |         |            |            | 0.00 | \$0 | \$0 | \$0 |
| Land                     |         |            |            | 0.00 | \$0 | n/a | \$0 |
| Record Keeping System    |         |            |            | 0.00 | \$0 | n/a | \$0 |
| Training/Sampling        |         |            |            | 0.00 | \$0 | n/a | \$0 |
| Remediation/Disposal     |         |            |            | 0.00 | \$0 | n/a | \$0 |
| Permit Costs             |         |            |            | 0.00 | \$0 | n/a | \$0 |
| Other (as needed)        | \$3,000 | 2-Jul-2018 | 3-Jul-2018 | 0.00 | \$0 | n/a | \$0 |

**Notes for DELAYED costs**

Estimated cost to isolate the water main, repair the line, and collect and properly dispose of the dead fish. The Date Required is the date the unauthorized discharge began and the Final Date is the date of compliance.

**Avoided Costs**
**ANNUALIZE avoided costs before entering item (except for one-time avoided costs)**

|                               |  |  |  |      |     |     |     |
|-------------------------------|--|--|--|------|-----|-----|-----|
| Disposal                      |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Personnel                     |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Inspection/Reporting/Sampling |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Supplies/Equipment            |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Financial Assurance           |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| ONE-TIME avoided costs        |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Other (as needed)             |  |  |  | 0.00 | \$0 | \$0 | \$0 |

**Notes for AVOIDED costs**
**Approx. Cost of Compliance**
**\$3,000**
**TOTAL**
**\$0**

Screening Date 8-Jan-2019

Docket No. 2019-0056-WQ-E

PCW

Respondent Town of Flower Mound

Policy Revision 4 (April 2014)

Case ID No. 57123

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN101251619

Media Water Quality

Enf. Coordinator Steven Van Landingham

Violation Number 2

Rule Cite(s)

Tex. Water Code § 26.039(b)

Violation Description

Failed to notify the TCEQ as soon as possible but not later than 24 hours after the occurrence of a spill or discharge.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR

| Release   | Harm  |          |       |
|-----------|-------|----------|-------|
|           | Major | Moderate | Minor |
| Actual    |       |          |       |
| Potential |       |          |       |

Percent 0.0%

## &gt;&gt; Programmatic Matrix

| Falsification | Major | Moderate | Minor |
|---------------|-------|----------|-------|
|               | x     |          |       |

Percent 5.0%

Matrix Notes

100% of the rule requirement was not met.

Adjustment \$23,750

\$1,250

## Violation Events

Number of Violation Events 1

1 Number of violation days

|              |   |
|--------------|---|
| daily        |   |
| weekly       |   |
| monthly      |   |
| quarterly    |   |
| semiannual   |   |
| annual       |   |
| single event | x |

Violation Base Penalty \$1,250

One single event is recommended.

## Good Faith Efforts to Comply

25.0%

Reduction \$312

Before NOE/NOV NOE/NOV to EDRP/Settlement Offer

|               |   |
|---------------|---|
| Extraordinary |   |
| Ordinary      | x |
| N/A           |   |

Notes

The Respondent achieved compliance on July 3, 2018.

Violation Subtotal \$938

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$0

Violation Final Penalty Total \$938

This violation Final Assessed Penalty (adjusted for limits) \$938

## Economic Benefit Worksheet

**Respondent** Town of Flower Mound  
**Case ID No.** 57123  
**Reg. Ent. Reference No.** RN101251619  
**Media** Water Quality  
**Violation No.** 2

| Percent Interest | Years of Depreciation |
|------------------|-----------------------|
| 5.0              | 15                    |

| Item Description | Item Cost | Date Required | Final Date | Yrs | Interest Saved | Costs Saved | EB Amount |
|------------------|-----------|---------------|------------|-----|----------------|-------------|-----------|
|------------------|-----------|---------------|------------|-----|----------------|-------------|-----------|

### Delayed Costs

|                          |      |            |            |      |     |     |     |
|--------------------------|------|------------|------------|------|-----|-----|-----|
| Equipment                |      |            |            | 0.00 | \$0 | \$0 | \$0 |
| Buildings                |      |            |            | 0.00 | \$0 | \$0 | \$0 |
| Other (as needed)        |      |            |            | 0.00 | \$0 | \$0 | \$0 |
| Engineering/Construction |      |            |            | 0.00 | \$0 | \$0 | \$0 |
| Land                     |      |            |            | 0.00 | \$0 | n/a | \$0 |
| Record Keeping System    |      |            |            | 0.00 | \$0 | n/a | \$0 |
| Training/Sampling        |      |            |            | 0.00 | \$0 | n/a | \$0 |
| Remediation/Disposal     |      |            |            | 0.00 | \$0 | n/a | \$0 |
| Permit Costs             |      |            |            | 0.00 | \$0 | n/a | \$0 |
| Other (as needed)        | \$50 | 3-Jul-2018 | 3-Jul-2018 | 0.00 | \$0 | n/a | \$0 |

Notes for DELAYED costs

Estimated cost to notify the TCEQ as soon as possible but not later than 24 hours after the occurrence of a spill or discharge. The Date Required is the date the notification was due and the Final Date is the date of compliance.

### Avoided Costs

**ANNUALIZE avoided costs before entering item (except for one-time avoided costs)**

|                               |  |  |  |      |     |     |     |
|-------------------------------|--|--|--|------|-----|-----|-----|
| Disposal                      |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Personnel                     |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Inspection/Reporting/Sampling |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Supplies/Equipment            |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Financial Assurance           |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| ONE-TIME avoided costs        |  |  |  | 0.00 | \$0 | \$0 | \$0 |
| Other (as needed)             |  |  |  | 0.00 | \$0 | \$0 | \$0 |

Notes for AVOIDED costs

Approx. Cost of Compliance

\$50

**TOTAL**

\$0



## TOWN COUNCIL AGENDA ITEM NO. 8

### REGULAR ITEM

**DATE:** June 17, 2019

**FROM:** Brian Waltenburg, Assistant Director of Engineering

**ITEM:** Consider approval of a Construction Agreement with Excel Aircraft LLC dba Excel Trenching, for the Upper Timber Interceptor Phase III & IV projects, in the amount of \$4,922,134.90; and authorization for the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** On June 22, 2019, bids were received and opened for the Upper Timber Interceptor Phase III & IV project (Bid #2019-130-B). Excel Aircraft LLC dba Excel Trenching, submitted the lowest qualified bid of the seven (7) responding bidders at a base bid of \$ 4,922,134.90.

Upper Timber Creek Interceptor Phase III includes the replacement of approximately 3,000 LF of 27-inch wastewater main. As shown on the Town's Wastewater Plan, 1,900 LF of the project is necessary due to increased wastewater flows. The remaining 1,100 LF is being replaced due to its age and poor condition.

Upper Timber Creek Interceptor Phase IV includes the replacement of approximately 4,300 LF of existing wastewater line from the end of the Upper Timber Interceptor Phase III project to the Oak Street Lift Station due to its age and poor condition. The project also includes necessary structural rehabilitation to the existing Oak Street Lift Station wet well.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** The Upper Timber Creek Interceptor collects wastewater from a large portion of the Town (generally north of FM 1171 and east of Lusk Lane). During routine inspections, it was identified to be in poor condition. Due to its condition, the interceptor is susceptible to leaks or failures. Without award of the construction agreement, the line will continue to deteriorate and risk leaking sewage into Timber Creek. The Town will also be open to enforcement action by the Texas Commission on Environmental Quality (TCEQ) should sewage leak from the existing interceptor.

**FISCAL IMPACT:** \$4,922,134.90

**FUNDING SOURCES:** Funding sources for the construction of both phases is Utility Debt. Phase III was added to the 5 year Capital Improvement Plan (CIP) in FY 2015/2016 with funding sources being Impact Fees and Utility Debt. Phase IV was added to the 5 year CIP in FY 2016/2017 with funding source of Utility Debt. On September 17, 2018, the current year budget of the CIP was approved, a Reimbursement Resolution was approved October 15, 2018, and Notice of Intent to Issue Debt approved June 3, 2019.

| Proposed Expenditure/(Revenue): | Account Number(s): |
|---------------------------------|--------------------|
| \$ 2,050,000.00                 | 630-970-98731-6180 |
| \$ 2,872,134.90                 | 630-970-98732-6180 |

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

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

#### ATTACHMENTS:

1. Bid Tabulation
2. Construction Agreement

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





**Town of Flower Mound  
Bid Tabulation**

**Bid No: 2019-130-B - Upper Timber Creek Interceptor Phase III & IV (FM 1171 To Oak Street Lift Station)**

**Bid Opening: 5/22/2019 at 11:00 AM**

| Company                                                      | Total Bid       |
|--------------------------------------------------------------|-----------------|
| Excel Aircraft LLC dba Excel Trenching                       | \$ 4,922,134.90 |
| Western Municipal Construction of Texas LLC                  | \$ 4,932,232.80 |
| Belt Construction, Inc                                       | \$ 5,169,436.90 |
| Flow-Line Construction, Inc                                  | \$ 5,553,728.00 |
| S.J. Louis Construction of Texas, Ltd                        | \$ 5,554,646.01 |
| S & J Construction Co Inc dba Jerry Allen Smith Construction | \$ 6,074,405.65 |
| Atkins Brothers Equipment Co Inc                             | \$ 9,620,589.00 |

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

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

Date: May 22, 2019

**TOWN OF FLOWER MOUND**  
**UPPER TIMBER CREEK INTERCEPTOR PHASE III & IV**  
**(FM 1171 TO OAK STREET LIFT STATION)**

**Bid # 2019-130-B**

**CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 17<sup>th</sup> day of June, 2019, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Excel Aircraft LLC dba Excel Trenching, a Limited Liability Company, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

UPPER TIMBER CREEK INTERCEPTOR PHASE III & IV  
(FM 1171 TO OAK STREET LIFT STATION),  
Bid # 2019-130-B

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **4,922,134.90 Four Million Nine Hundred Twenty-Two One Hundred Thirty-Four Dollars and Ninety cents (\$4,922,134.90)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of Two Hundred Eighty-Five (285) calendar days, and final completion of Three Hundred Fifteen (315) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work.

Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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



ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to

the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

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

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

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

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

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

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

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

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

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

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

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

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

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

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

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

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

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

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

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

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



This Agreement will be effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF FLOWER MOUND

CONTRACTOR

\_\_\_\_\_  
Steve Dixon, MAYOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
(Printed Name)  
(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_  
Theresa Scott, TOWN SECRETARY

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
(Position)



## TOWN COUNCIL AGENDA ITEM NO. 9

### REGULAR ITEM

**DATE:** June 17, 2019

**FROM:** Brian Waltenburg, Assistant Director of Engineering

**ITEM:** **Consider approval of the continuation of the Windsor Roundabout Connection project which includes extending Windsor Drive to West Windsor Drive. *(The Transportation Commission recommended denial by a vote of 4 to 2 at its May 16, 2019 meeting.)***

**BACKGROUND INFORMATION:** A Professional Services Agreement in the amount of \$84,414 with Pacheco Koch for the design of the Windsor Roundabout Connection and the Morriss/Valley Ridge project were approved at the December 17, 2018, Town Council meeting. Following the completion of 60% design, Town staff held a neighborhood meeting on March 28, 2019. Several residents that attended the neighborhood meeting spoke during public participation at the April 1, 2019, Town Council Meeting. Town Council directed staff to bring this item to the Transportation Commission for discussion. Staff presented the Windsor Roundabout Connection project to the Transportation Commission on May 16, 2019.

#### **BOARD REVIEW/CITIZEN FEEDBACK:**

Neighborhood Meeting (March 28, 2019) – Resident concerns outlined in Attachment 1 were presented to and documented by Town staff.

Transportation Commission (May 16, 2019) – Town staff presented the Windsor Roundabout Connection project to the Transportation Commission. The Transportation Commission recommended to deny the continuation of the Windsor Roundabout Connection project by a vote of 4 to 2.

**ALTERNATIVES/OPTIONS:** If contract terminated any outstanding amounts owed for services rendered related to the West Windsor project would need to be paid. The contract may be terminated at any time by the Town by providing the consultant thirty (30) days written notice of such termination.

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

#### **ATTACHMENTS:**

1. Transportation Commission Agenda Item & Attachments

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



## TRANSPORTATION COMMISSION AGENDA ITEM NO. 2

### REGULAR ITEM

**DATE:** May 16, 2019

**FROM:** Blake Hummel, P.E., CFM, Senior Project Engineer

**ITEM:** Consider a recommendation to staff for approval of the continuation of the Windsor Roundabout Connection project which includes extending Windsor Drive to West Windsor Drive.

**BACKGROUND INFORMATION:** This regular agenda item is to discuss the Windsor Roundabout Connection project scope, results of traffic study performed, clarify questions/concerns received during design stage, neighborhood meeting and Town Council public participation minutes and receive a recommendation on the project. Additional project information included below:

#### **PROJECT SCOPE-**

The project consists of the extension of Windsor Drive to West Windsor Drive and connection to the existing roundabout located just south of Pinon Street. See vicinity and aerial maps as attachment 1 and 2 respectively. The project includes the installation of the two-lane concrete residential street (37' B-B width) including modification to the existing eight-foot multi-use trail and amenities located along West Windsor Drive within the vicinity of the connection.

#### **CURRENT PROJECT TIMELINE-**

##### **2018**

- August 20, 2018 – Public Hearing for Budget (included Windsor in CIP portion of budget) –Windsor Roundabout project specifically pulled out of summary and presented separately.
- September 17, 2018 – Budget adopted.
- December 17, 2018 – Design contract approved by Council

##### **2019**

- January 18, 2019 – Project added to construction page on website and “Notify Me” participants updated. Details included: “January 24 – kick off meeting held”
- February 2, 2019- Construction page updated/Notify Me notification sent. Details included: “Neighborhood meetings being scheduled”
- March 5, 2019 - Construction page updated/Notify Me notification sent. Details included: “Neighborhood meeting scheduled for March 28 at the Library”
- March 5 & 6, 2019 - Letters sent to all homes (since no HOA) in all phases of Westchester.
- March 13, 2019 – New Flash item on Town website about the Neighborhood meeting/”Notify Me” participants updated.
- March 28, 2019 – Neighborhood meeting held at the Library. Based on feedback received, staff initiated a traffic study to be performed.
- April 1, 2019 – Direction given by Council: Once traffic study complete; bring to the Transportation Commission.

## **TRAFFIC STUDY RESULTS-**

The Town was asked about the projected traffic counts that would likely result if this connection was made. The Town contacted their consultant, Kimley Horn and Associates, that is performing the Town wide Transportation Model update to determine the feasibility of this request. The consultant was able to work this project into the Town wide model at no additional fee. The results of the modeling work is as follows:

| <b>SCENARIO</b>                                | <b>Windsor (East of Churchill)</b> | <b>Churchill (South of Windsor)</b> | <b>Windsor Connection</b> |
|------------------------------------------------|------------------------------------|-------------------------------------|---------------------------|
| Town Counts                                    | 1,748                              | 2,587                               | N/A                       |
| Town Counts Calibrated with Windsor Connection | 1,114-1,448                        | 2,945-4208                          | 1,578-2,931               |

## **SUMMARY OF RESIDENT QUESTIONS, CONCERNS & COMMENTS-**

### **INCREASED TRAFFIC-**

- Existing difficulties getting onto Windsor Drive with on-street parking and visibility issues, increased traffic would magnify this problem
- Windsor connection will be utilized as a cut through for surrounding neighborhood traffic
- Additional noise and commotion

### **NOTIFICATION-**

- Assured by Town Council that Windsor Drive would not be a cut through
- Requested public hearing before construction begins
- Homeowners not notified of being on the agenda when this project was created

### **SAFETY-**

- Safety concerns for pedestrians at Flower Mound Elementary, Glenwick Park and West Windsor Park
- Increase in traffic accidents and potential deaths
- Fire Department Zone Map attached, see attachment 5

### **SCHOOL TRAFFIC-**

- Heavy congestion during drop-off and pick-up hours
- Alleys will be utilized as a bypass to Flower Mound Elementary School traffic on Windsor Drive
- LISD/Flower Mound Elementary Service Boundary Map attached, see attachments 3 and 4

### **REQUESTED IMPROVEMENTS IF CONNECTED-**

- Install stop signs at Avon Court and/or Thames Court
- Install flashing beacons for the crosswalk at Windsor Drive and Churchill Drive intersection
- Install speed humps along Windsor Drive to reduce speeds
- Remove no right turn at West Windsor Drive and FM2499 intersection

### **MISC-**

- Proposed street name changing
- Widening Windsor Drive/ROW Acquisition
- Potential for increased crime due to greater accessibility to the neighborhood
- Windsor Drive is not on the Master Plan (Thoroughfare Plan)
- Additional connection to the neighborhood will change the character of the Westchester neighborhood
- Affected property values and ability to sell in the future

**ATTACHMENTS:**

1. Vicinity Map
2. Aerial Overview
3. LISD Service Boundary Map (Existing)
4. Flower Mound Elementary Service Boundary Map (Proposed)
5. Fire Department Zone Map

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







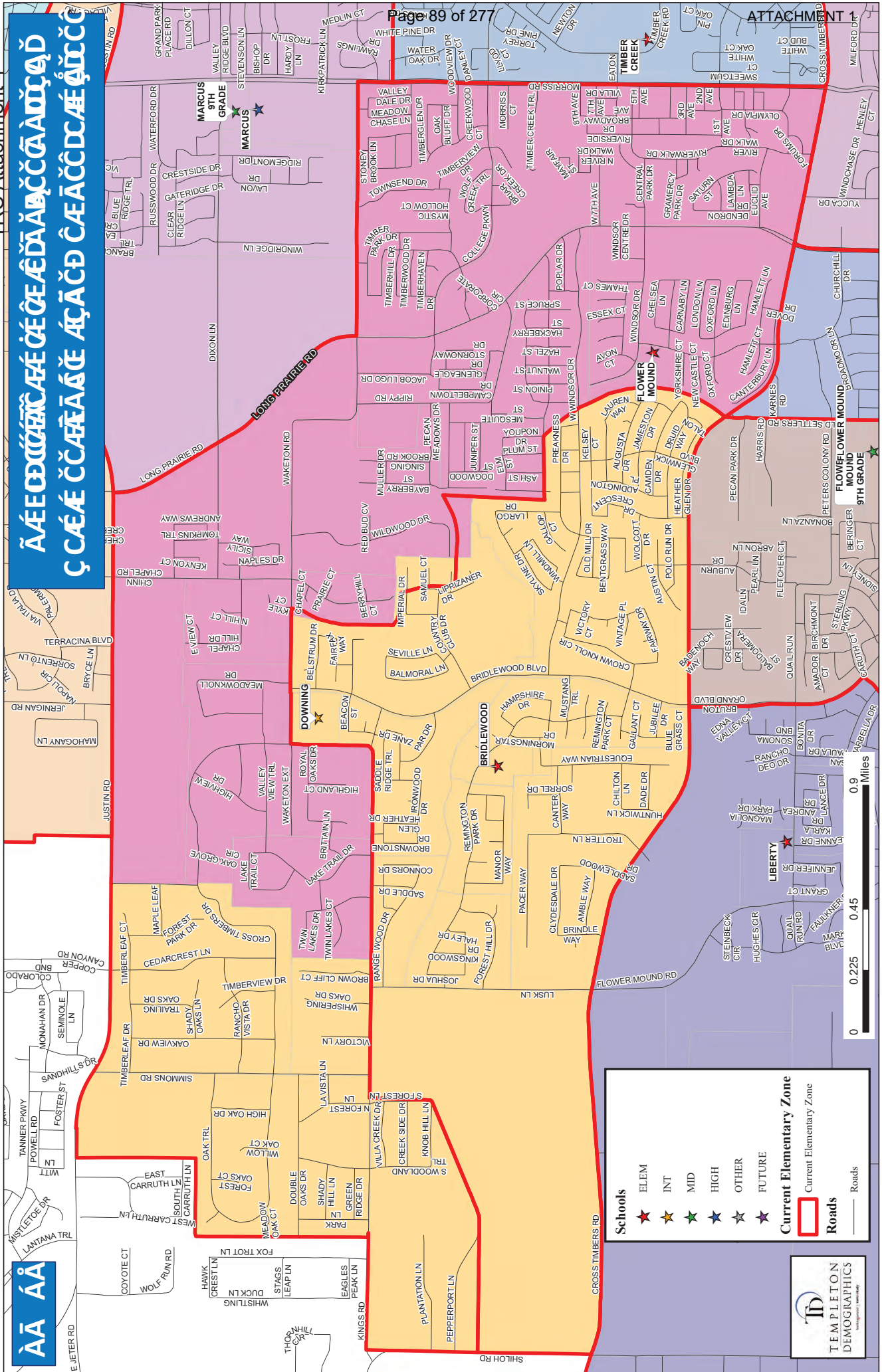






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**Schools**

- ★ ELEM
- ★ INT
- ★ MID
- ★ HIGH
- ★ OTHER
- ★ FUTURE

**Current Elementary Zone**

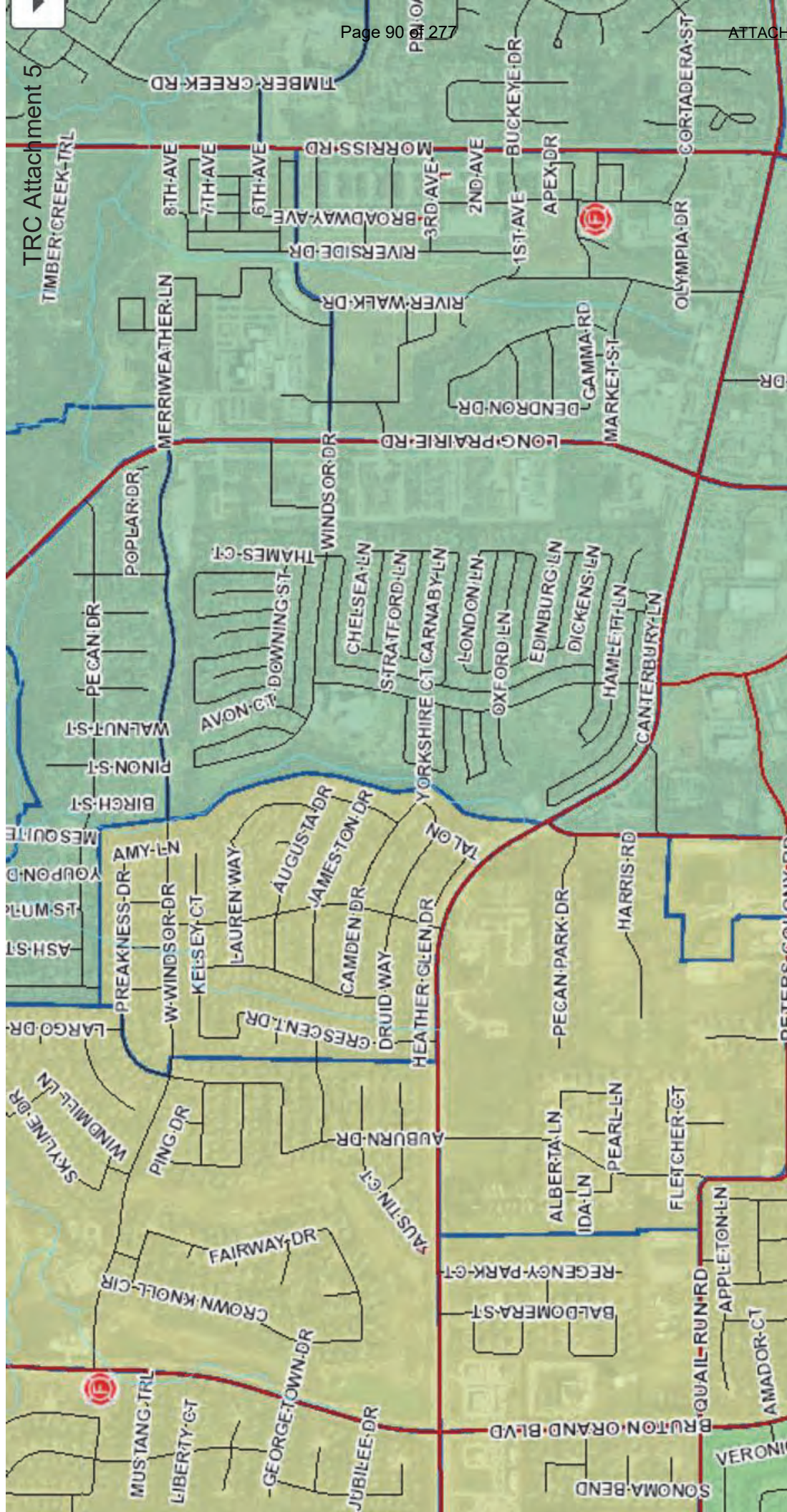
Current Elementary Zone

**Roads**

Roads









## TOWN COUNCIL AGENDA ITEM NO. 10

### REGULAR ITEM

**DATE:** June 17, 2019

**FROM:** Andrea Roy, Director of Economic Development

**ITEM:** **Public Hearing to consider approval of an amendment to the Chapter 380 Agreement between the Town of Flower Mound and FM 2499 Office Venture, LP, for the speculative office project located on a 10-acre tract on the west side of Long Prairie Rd., between Lakeside Pkwy. and Silveron Blvd., amending Section 4.4 (Infrastructure Grant), and authorization for the Mayor to execute same on behalf of the Town.**

**BACKGROUND INFORMATION:** This item is for consideration of an amendment to the Chapter 380 Agreement with FM 2499 Office Venture, LLC (converted to FM 2499 Office Venture LP), revising Section 4.4 (Infrastructure Grant) to allow for reimbursement of a portion of the costs related to the construction of a deceleration lane.

On April 16, 2018, the Town approved the Chapter 380 Agreement between the Town and FM 2499 Office Venture, LLC for the development of a 10-acre site on the west side of Long Prairie Road, known as Lakeside Corporate Center. In exchange for an estimated \$32.5 million in capital investment for the construction of approximately 120,000 sq. ft. and 18,500 sq. ft. of speculative office space, the Town provided a 5-year, 50% real property grant, a grant equal to 100% of impact fees, a building permit fee waiver, an infrastructure grant for off-site improvements (not to exceed \$100,000), and a monthly debt service guarantee to be provided to the developer's lender, as needed for the first three years.

The developer has requested that Section 4.4 (Infrastructure Grant), be amended to allow for the ability to seek reimbursement of up to 50% of the actual costs incurred for construction of a deceleration lane from Long Prairie/FM 2499 into the site. Currently, the Infrastructure Grant is specifically written to address *Town required off-site public water and wastewater infrastructure improvements, not to exceed one hundred thousand dollars (\$100,000)*. As the details of the development are finalized, it is no longer anticipated that any required off-site water and wastewater improvements will be needed; however, based on current and future estimated traffic activity in the area, the developer wishes to pro-actively construct the deceleration lane for safer traffic flow into the site. It is estimated that approximately \$50,000 of the originally allocated \$100,000 will be provided.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Bryn Meredith of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the amended Chapter 380 Agreement as to form and legality.

**ATTACHMENTS:**

1. First Amendment to FM 2499 Office Venture Chapter 380 Agreement

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

**FIRST AMENDMENT TO  
CHAPTER 380 AGREEMENT**

This First Amendment to Chapter 380 Agreement (“**Amendment**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”), and FM 2499 Office Venture, LP a Texas limited partnership (“**Developer**”). Town and Developer may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

**WITNESSETH:**

WHEREAS, the Town and FM 2499 Office Venture, LLC, a Texas limited liability corporation executed that certain Chapter 380 Agreement Between the Town of Flower Mound and FM 2499 Office Venture, LLC dated May 3, 2018 (the “**Agreement**” and attached hereto as Exhibit A); and

WHEREAS, FM 2499 Office Venture, LLC has previously assigned the Agreement to FM 2499 Office Venture, LP, an affiliate of FM 2499 Office Venture, LLC, as permitted by Section 6.8 of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as provided below.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Developer agree as follows:

1. Section 1 “Definitions,” of the Agreement is hereby amended to read as follows:

“Off-Site Infrastructure Grant” means an incentive for eligible infrastructure improvements constructed and located outside the physical boundaries of the Real Property, necessitated by and directly attributable to the construction of the Improvements based upon a SmartGrowth capacity analysis, as determined and required by the Town, and shall not include roadway improvements located outside the physical boundaries of the Real Property except as provided in Section 4.4, hereof..

2. Section 4.4 of the Agreement is amended to read as follows:

“4.4 Infrastructure Grant. The Town agrees to provide the Developer an Off-Site Infrastructure Grant, in the form of a reimbursement for actual costs incurred, not to exceed One Hundred Thousand (\$100,000.00) dollars for any Town required off-site public water and wastewater infrastructure improvements associated with the development of the Improvements.

If the cost to construct Town required off-site public water and wastewater infrastructure improvements does not reach \$100,000, Developer may seek reimbursement of the remaining balance, for up to 50% of the actual costs incurred for construction of a deceleration lane providing access into the Development.

Payment of a portion or all of the Off-Site Infrastructure Grant is due and payable by the Town forty-five (45) days after the Town receives a Payment Request. A Payment Request under this Section 4.4 shall be accompanied by copies of paid invoices evidencing eligible off-site infrastructure expenditures.

Attach #1 – Amendment to FM 2499 Office Venture Ch 380 Agrmnt.

3. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

TOWN OF FLOWER MOUND, TEXAS

By: \_\_\_\_\_  
Steve Dixon, Mayor

ATTEST:

\_\_\_\_\_  
Theresa Scott, Town Secretary

STATE OF TEXAS                   §  
                                             §  
COUNTY OF DENTON           §

The foregoing instrument was ACKNOWLEDGED before me on this \_\_\_\_\_, 2019, by Steve Dixon, the Mayor of the Town of Flower Mound, Texas, on behalf of said Town.

[S E A L]

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name of Notary Public



Attach #1 – Amendment to FM 2499 Office Venture Ch 380 Agrmnt.

DEVELOPER:

FM 2499 OFFICE VENTURE LP,  
a Texas limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was ACKNOWLEDGED before me on this \_\_\_\_\_, 2019,  
by \_\_\_\_\_, the \_\_\_\_\_ of FM  
2499 Office Venture, LP, a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_

Attach #1 – Amendment to FM 2499 Office Venture Ch 380 Agrmnt.

**EXHIBIT A**

The Agreement



## TOWN COUNCIL AGENDA ITEM NO. 11

### REGULAR ITEM

---

**DATE:** June 17, 2019

**FROM:** Poornima Kashyap, Senior Planner

**ITEM:** Consider a request for a Site Plan (SP19-0003 - Lakeside Center) to develop office buildings and a parking structure with an exception to Section 98-147, Topographical slope protection, as authorized by Section 98-147(b) of the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 10, 2019, meeting.)*

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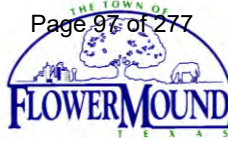
**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

**ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report

**LEGAL REVIEW:** N/A

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



## PLANNING AND ZONING COMMISSION

### AGENDA ITEM NO: 7

### REGULAR ITEM

**DATE:** June 10, 2019

**FROM:** Poornima Kashyap, Senior Planner

**ITEM:** Consider a request for a Site Plan (SP19-0003 - Lakeside Center) to develop office buildings and a parking structure with an exception to Section 98-147, Topographical slope protection, as authorized by Section 98-147(b) of the Code of Ordinances. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive.

#### I. ITEM SUMMARY

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

The project has a companion application, Record Plat (RC19-0002), for consideration on the same agenda.

This application will require final action by the Town Council.

#### II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop two office buildings and a parking garage to be located on Lot 1, Block A of Lakeside Center addition. Building 1 is a four-story office building consisting of approximately 120,000 square feet and Building 2 is a two-story office building consisting of approximately 18,500 square feet. Proposed Lot 1 is approximately 5.309 acres and is currently vacant. The site plan also incorporates Lot 2x, Block A, a public open space area consisting of approximately 4.135 acres. The property is currently zoned Planned Development District-169 (PD-169) with both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan.

##### Exception:

As part of the site plan request, the applicant is requesting an exception to the Town's topographical slope protection to allow certain impacts within areas that have 12% or greater slope, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the footprint of the proposed structure or structures). See below for details.

Primary access to the non-residential lot will be from Long Prairie Road with secondary access provided from a mutual access easement that connects this lot with the Lakeside Crossing development located directly to the north of this development.

On February 4, 2019, the Town Council approved the ordinance establishing Planned Development District-169 (PD-169) for Lakeside Center that includes development standards and conceptual plans for both residential and non-residential components.

Parking:

PD-169 establishes minimum and maximum parking requirement for this development which is three spaces per 1,000 square feet and five spaces per 1,000 square feet. Per this standard the minimum and maximum parking for this development can range between 416 spaces and 693 spaces. The site plan depicts 110 surface parking spaces and 453 spaces located within the structured parking for a total of 563 parking spaces (parked at approximately 4.1 space per 1,000 square feet).

Amenities:

PD-169 requires various components of public open space to be provided to engage tenants, employees, and residents within the Planned Development as well as providing access from visitors outside of the development:

- Central Open Space (minimum 40% of the gross area): Located in the western portion of the site, this area is approximately 4.135 acres and consists of an intermittent stream, heavily wooded area, and significant topography. Per PD-169 standards, this area includes walkway and seating areas around detention pond.
- Entrance Plaza and Front Open Space (minimum 9,000 square feet): This area is located between Building 1 and Long Prairie Road. This space acts as a green island in the middle of surface parking lot and consists of enhanced landscaping and paving.
- South Plaza (minimum 5,000 square feet): This area is located to the south of Building 1 and between Building 1 and the parking garage. This area includes shade structure, outdoor seating area, enhanced paving and landscaping along with pedestrian scape lighting.

The proposed development complies with the Town's landscape requirements and PD-169.

Building Architecture:

As a part of PD-169 approval, the applicant received meritorious design exception to certain architectural standards of the Town's Urban Design Plan. The building design is consistent with the approved conceptual elevations.

Traffic Impact Analysis:

Since Lakeside Center has been recognized as an Economic Development project, this project was exempt from preparing a Transportation Analysis (TA) required as a part of SmartGrowth analysis. However, the development standards for PD-169 required a traffic impact analysis (TIA) to be completed as a part of the site plan review process. Per PD-169 requirements, a TIA was completed to determine the impacts of this development on the adjacent roadway network. It was determined that Lakeside Center

will generate 124 trips during the AM peak hour and 120 trips during the PM peak hours. Lakeside Center will have three access points to their development, with a future fourth access point to the south as that land develops. Two of the access points are located on the Lakeside Center property, with a single right in right out driveway.

As part of the TIA, the Level of Service (LOS) was evaluated for the combined driveway at Long Prairie Road (FM 2499) at the ultimate buildout year (2024) for both Lakeside Center and Lakeside Crossing. LOS is defined as the operations conditions within a traffic stream and their perception by motorists in terms of delay. The TIA found that there would be considerable wait times for traffic leaving the subject property, resulting in a poor LOS, but almost no impact to Long Prairie Road (FM 2499). In the future, a traffic signal at a private driveway on Lakeside Crossing with an existing median opening on Long Prairie Road might be an option to improve the LOS from the subject site. However, this could impact the LOS for Long Prairie Road. As FM 2499 is a state road, the Texas Department of Transportation (TxDOT) has ultimate authority over any traffic improvements, and in order for a traffic signal to be considered at this location, TxDOT must first authorize and approve it. Their policy is to require verification with actual on the ground counts once the development opens in order to properly evaluate whether a traffic signal is warranted. If TxDOT makes that decision in the future, Lakeside Center's proportionate share of the traffic signal would be approximately 8%.

The site was also evaluated for the need for a right turn lane southbound at the right in right out driveway located on Lakeside Center property. Based on the TIA, the number of vehicles accessing the right in right out driveway is a maximum of 36 vehicles. This volume is below the 50 vehicles per hour threshold that is required by the Town's Access Management Policy. Therefore, this location does not warrant a southbound right turn deceleration lane.

### **III. Exception to Topographical Slope Protection**

According to the Town Code, no development application or project shall be approved that proposes development on any existing topographical slopes of 12 percent or greater, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the footprint of the proposed structure or structures). The purpose of this criterion is to ensure that development is respectful of and appropriately integrated with the natural physical geography of the land in Flower Mound by requiring environmentally sensitive development techniques to eliminate "scrape and build."

The applicant is requesting to impact approximately 0.24 acres of the total 10.056 acres to accommodate the detention pond in the open space area. Due to nature of conceptual plans required at the time of rezoning, the applicant waited till final construction plan stage to determine the actual impact to areas with 12 percent or greater slope.

Section 98-147 "Topographical slope protection" allows for an applicant to request an exception to these standards as follows:

Exception. An exception to this requirement may be approved by the Town Council by the affirmative vote of at least three-fourths super majority vote of all members of the town council, for any development that keeps the character of the natural topography, and integrates the development into and maintains the overall integrity of the natural topography. Pursuant to Section 98 151 - Waiver of environmental quality criteria,



certain projects that qualify for economic development incentives may necessitate waivers from the environmental quality criteria. Since the Lakeside Center development has been granted status by Town Council as an Economic Development project, it qualifies for the environmental quality criteria waiver and only a simple majority vote at council is required to approve the exception.

In considering an exception to this criterion, the town shall, in addition to the foregoing, consider the effects of granting an exception on other environmental features such as trees, habitats, floodplains, scenic vistas, ridgelines, and other environmental features as well as adjacency to established developments and neighborhoods.

#### **IV. ATTACHMENTS**

##### **A. Background Information**

1. Vicinity Map
2. Letter of Intent

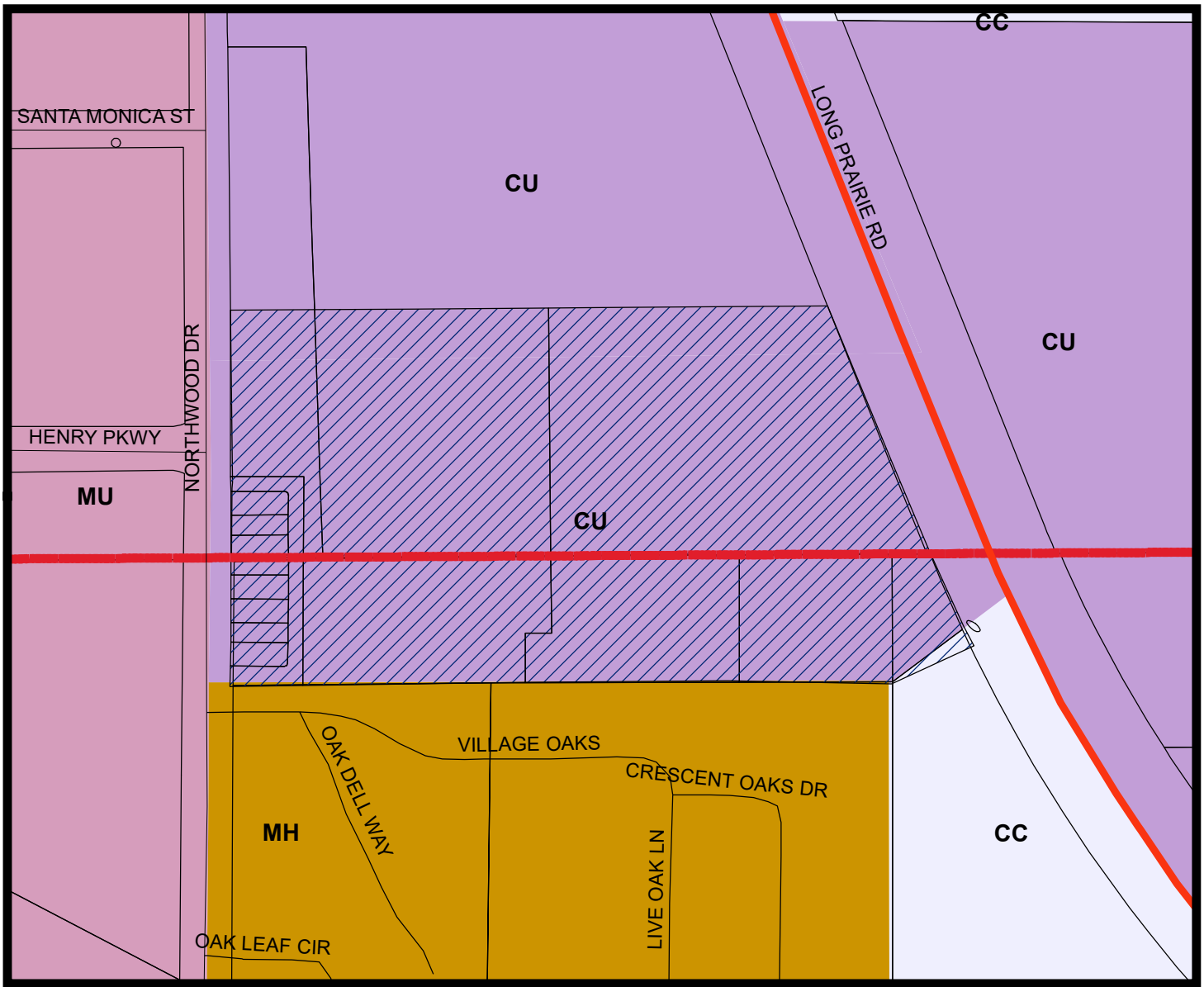
##### **B. Application Details**

1. Site Plan Package
2. Slope Exhibit

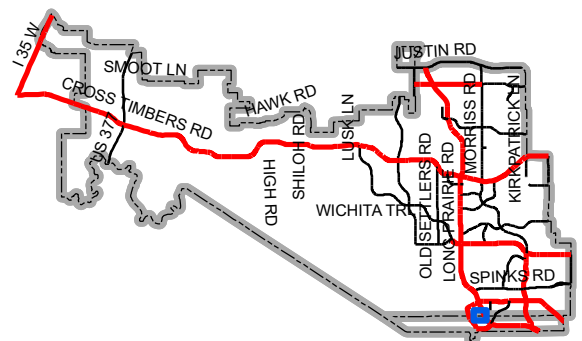
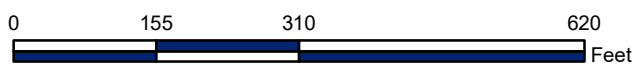
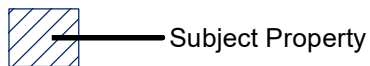


# Vicinity Map

Reference Project: RC19-0002 & SP19-0003



## LEGEND



Map Location



## LETTER OF INTENT &gt; LAKESIDE CORPORATE CENTER - SP

May 31, 2019

Mrs. Poornima Kashyap  
Senior Planner  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, TX 75028

**RE: Site Plan Application – Lakeside Corporate Center  
Letter of Intent  
G&A Job No. 18164**

Poornima:

Please accept this letter, on behalf of Realty Capital, as an explanation of the proposed site plan application. The property, recently zoned as part of PD 169, is located just south of Lakeside Crossing between FM 2499 and Northwood Drive. Accompanying this application will be a record plat application.

### PROJECT DESCRIPTION

Lakeside Corporate Center contains two office buildings totaling ~138,500 SF., a 4 story parking garage containing 453 parking spaces and eight townhomes along Northwood Drive. Building 1 is a four-story Class A office building with ~120,000 SF and Building 2 is a two-story office building with ~18,500 SF. Between the office component and the residential portion is a large expanse of open space that will contain walking trails and other amenities as outlined in PD 169.

All of the required infrastructure to service both the office and residential components will be installed at once. The construction plans will detail all of the proposed improvements, including the water and sanitary sewer improvements, storm sewer and detention fire lanes and the right turn lane along FM 2499. The landscape plans will detail all of the open space and other amenities as required by the PD standards. The TIA has been completed and submitted to the Town.

### ARCHITECTURE

Lakeside Corporate Center proposes the meritorious architectural style approved with the planned development. The residential Town Homes will be consistent with those approved to the north and within the PD standards.



## LETTER OF INTENT &gt; REALTY CAPITAL

**SLOPE EXCEPTION**

The majority of the environmental features on the site have been protected in the planned open space area at the rear of the office buildings. The need for a detention pond for the site necessitates some grading that will impact slopes greater than 12 percent (see Attachment A - Slope Map). Only 0.24 acres of the 10.056 acres is impacted by this request. This request is seek a variance to accommodate the impact of the detention pond to the steep slope areas:

Slope Protection - SMARTGrowth.

Since this development has been classified as an Economic Development project per the approved 380 Agreement, the Slope Protection requirements of the Town's SMARTGrowth program, specifically Environmental Quality, shall not apply to the non-residential areas.

Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

**G&A | MCADAMS**

A handwritten signature in blue ink, appearing to read 'Scott Minnis', written over a horizontal line.

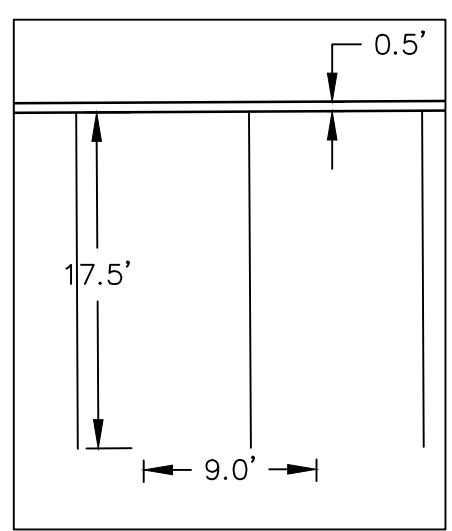
Scott Minnis

Project Manager, Engineering

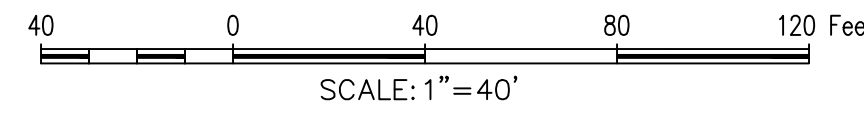
cc: Robert J. Dollak, Jr., P.E., Director, G&A|McAdams  
Alex Smith, Realty Capital Management, LLC



- NOTES:
1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
  2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
  4. ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
  5. ALL PARKING SPOTS ARE 9.0' WIDE UNLESS OTHERWISE NOTED.
  6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
  7. REFER TO SHEET C6 FOR PAVING HATCH LEGEND. THE HATCHED AREAS ON THIS SHEET REPRESENT THE PROPOSED FIRE LANES.
  8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
  9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
  10. ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.
  11. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S SIGNAGE REGULATIONS AND PD-169 SIGNAGE REGULATIONS.
  12. THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
  13. A TXDOT PERMIT WILL BE REQUIRED BEFORE ANY WORK CAN OCCUR WITHIN THE TXDOT RIGHT-OF-WAY.
  14. REFER TO THE PAVING PLAN FOR ADDITIONAL INFORMATION REGARDING THE PROPOSED TURN LANES.
  15. THIS PROJECT IS SUBJECT TO DEVELOPMENT STANDARDS OF PD-169.

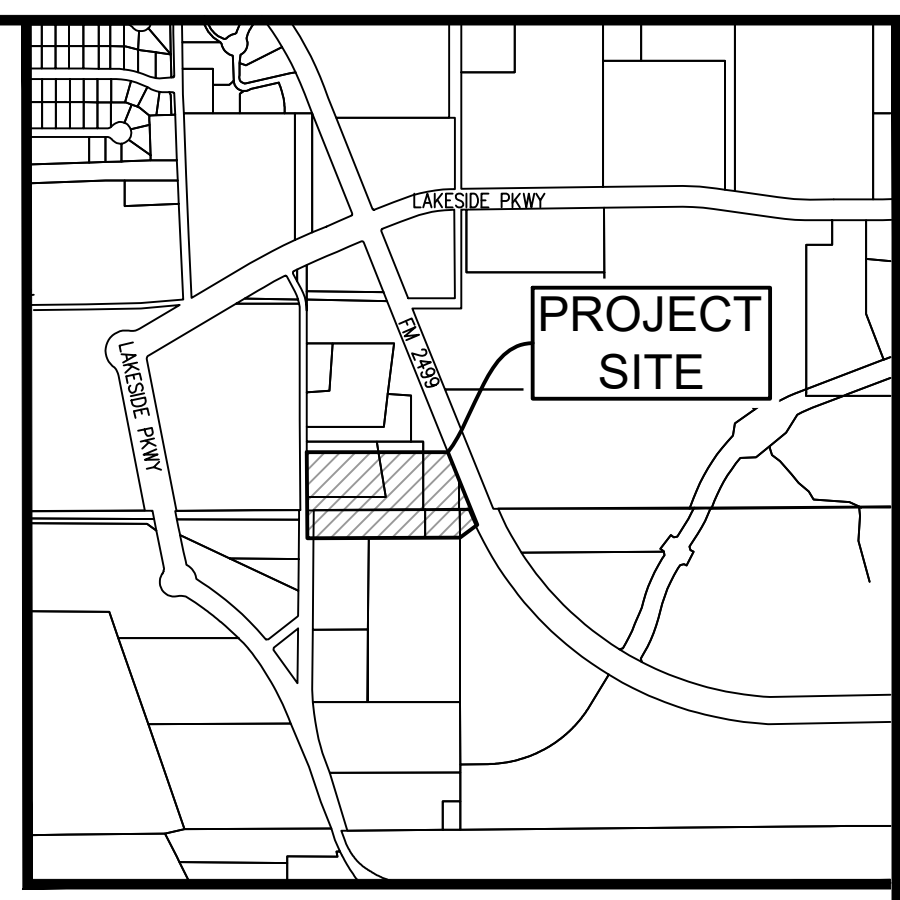


STANDARD PARKING SPACE DETAIL  
SCALE: 1"=10'



BOX CUT ON TOP OF THE WESTERN CURB OF NORTHWOOD DRIVE, NEAR A STREET LIGHT APPROXIMATELY 130' SOUTH OF THE NORTHWEST CORNER OF SUBJECT PROPERTY ELEV.=590.87

BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN CURB ON NORTHWOOD DRIVE APPROXIMATELY 58' NORTH OF THE SOUTHWEST CORNER OF THE PROPERTY ELEV.= 577.78

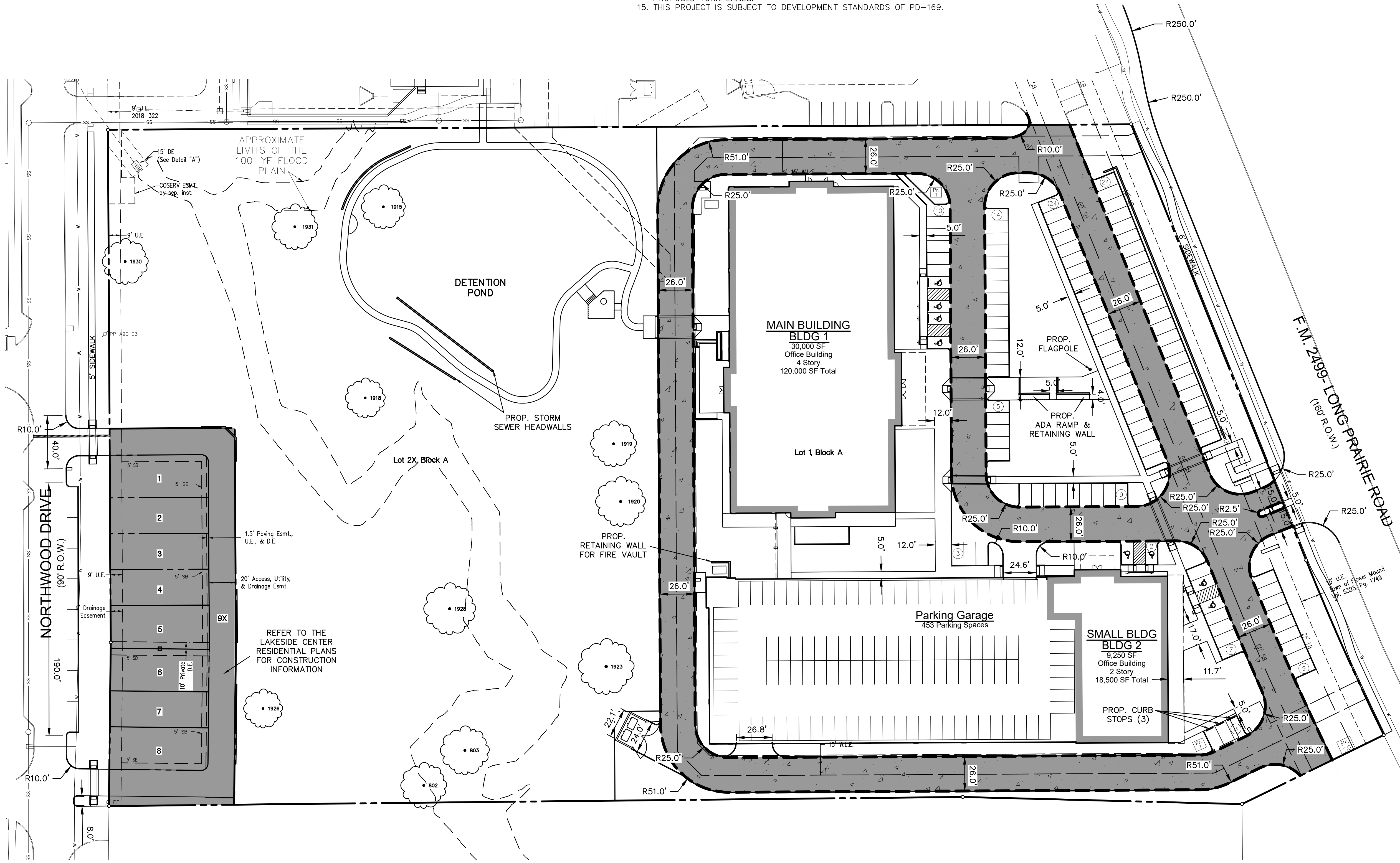


VICINITY MAP SCALE: 1"=2000'

| SITE DATA TABLE - LAKESIDE CENTER                          |                 |            |
|------------------------------------------------------------|-----------------|------------|
| Physical Address                                           | TBD             |            |
| Gross Site Area                                            | 10.056 A;       | 438,039 SF |
| Net Site Area                                              | 10.056 A;       | 438,039 SF |
| Lot Coverage                                               |                 |            |
| Building Coverage                                          |                 |            |
| Building 1                                                 | 30,000 SF;      | ±6.85%     |
| Building 2                                                 | 9,250 SF;       | ±2.11%     |
| Impervious Coverage                                        | ±50%            |            |
| Pervious Area                                              | ±50%            |            |
| Parking Summary                                            |                 |            |
| Surface Parking (refer to the shared parking charts below) |                 |            |
| Office - 1 space per 300 Square Feet                       |                 |            |
| Lakeside Crossing                                          |                 |            |
| Building 1 (Office 120,000 SF)                             | Required        | Provided   |
| Building 2 (Office 18,500 SF)                              | 400             | 0          |
| Surface Parking                                            | 62              | 0          |
| Parking Garage - Level 0                                   | 0               | 110        |
| Parking Garage - Level 1                                   | 0               | 107        |
| Parking Garage - Level 2                                   | 0               | 98         |
| Parking Garage - Level 3                                   | 0               | 106        |
| Parking Garage - Level 4                                   | 0               | 105        |
| Parking Garage - Level 5                                   | 0               | 37         |
| Total Parking (Lakeside Center)                            | 462             | 563        |
| Total Accessible Parking                                   | 12              | 8*         |
| Building 1 Data                                            |                 |            |
| Height (story/feet)                                        | 4 Story; 70' 0" |            |
| Peak Height                                                | 70' 0"          |            |
| Mean Height                                                | 60' 0"          |            |
| Total Square Footage                                       | 120,000 SF      |            |
| Building 2 Data                                            |                 |            |
| Height (story/feet)                                        | 4 Story; 39' 6" |            |
| Peak Height                                                | 39' 6"          |            |
| Mean Height                                                | 34' 9"          |            |
| Total Square Footage                                       | 18,500 SF       |            |

PARKING REQUIREMENTS:

1. THE MINIMUM PARKING REQUIREMENTS ARE 3 SPACES PER 1,000 SF.
2. THE MAXIMUM PARKING REQUIREMENTS ARE 5 SPACES PER 1,000 SF.
3. THE PROPOSED PARKING REQUIREMENTS ARE 4.1 SPACES PER 1,000 SF.
4. \* THERE ARE 8 SURFACE ADA ACCESSIBLE PARKING SPACES AND ADDITIONAL SPACES WITHIN THE PARKING GARAGE TO BRING THE TOTAL ABOVE THE 12 REQUIRED SPACES.



The John R. McAdams Company, Inc.  
(DBA: G&A McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
972.456.8770  
201 Oakleaf Drive  
Rowlett, Texas 75082  
940.240.1012  
TBP#: 19762 TBP#: 10194440  
www.mcadamsco.com

**MCADAMS**

**G&A**

**LAKESIDE CENTER**  
**LAKESIDE CORPORATE CENTER**  
**Lot 1-2X, Block A**  
**9.444 Acres**  
In the  
J. TANNHILL SURVEY, ABSTRACT NO. 1952  
J. KNIGHT SURVEY, ABSTRACT NO. 682  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS  
TARRANT COUNTY, TEXAS

**SITE PLAN & DIMENSIONAL CONTROL PLAN**

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
G&A I MCADAMS,  
TBP#: 19762  
ROBERT JOHN DOLLAK, JR.,  
P.E. #96898  
DATE 5/30/2019

Drawn By: HH  
Date: 03/04/2019  
Scale: 1"=40'  
Revisions:  
04/01/2019  
04/29/2019 DD PLANS  
05/03/2019  
05/28/2019

**18164**

**OWNER/DEVELOPER**  
**FM 2499 VENTURE, LLC**  
**809 LAKE CAROLYN PARKWAY, SUITE 150**  
**IRVING, TX 75039**  
**Ph. 469-533-4137**  
**Contact: MR. ALEXANDER BROWN**

**C4**



EXTERIOR FINISH LEGEND

CMP-1

COMPOSITE METAL PANEL - DARK GREY

EP-1

CONCRETE - LIGHT GREY

EP-2

CONCRETE - MEDIUM GREY

EP-3

CONCRETE - DARK GREY

EP-4

GLAZING - CLEAR

EP-5

GLAZING - CLEAR (SPANDREL)

EP-6

GLAZING - VISION

EP-7

GLAZING - VISION (SPANDREL)

FMP-1

FORMED METAL PANEL - LIGHT GREY (MATCH EP-1)

EP-1

CONCRETE - LIGHT GREY

EP-2

CONCRETE - MEDIUM GREY

EP-3

CONCRETE - DARK GREY

EP-4

GLAZING - CLEAR

EP-5

GLAZING - CLEAR (SPANDREL)

EP-6

GLAZING - VISION

EP-7

GLAZING - VISION (SPANDREL)

NOTE

ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING.

ABBREVIATIONS

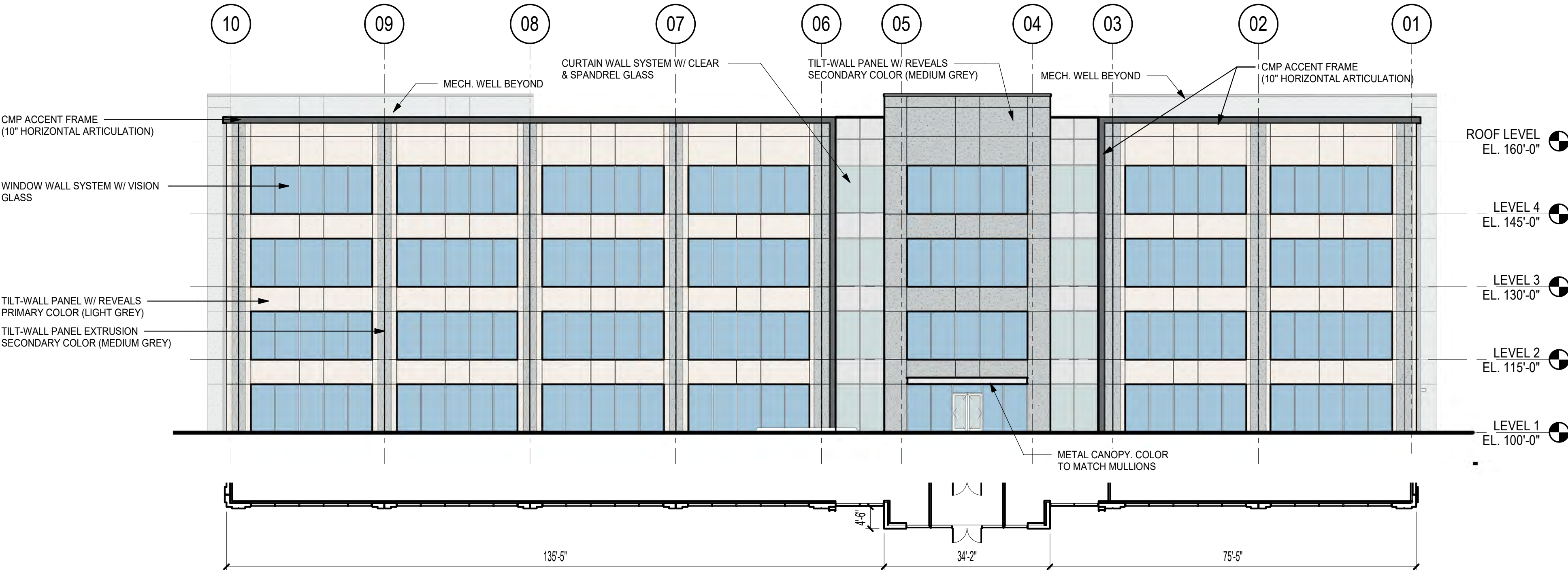
CMP - COMPOSITE METAL PANEL  
EP - EXTERIOR GLAZING  
EP - EXTERIOR PAINT  
FMP - FORMED METAL PANEL

MATERIAL CALCULATIONS TABLE

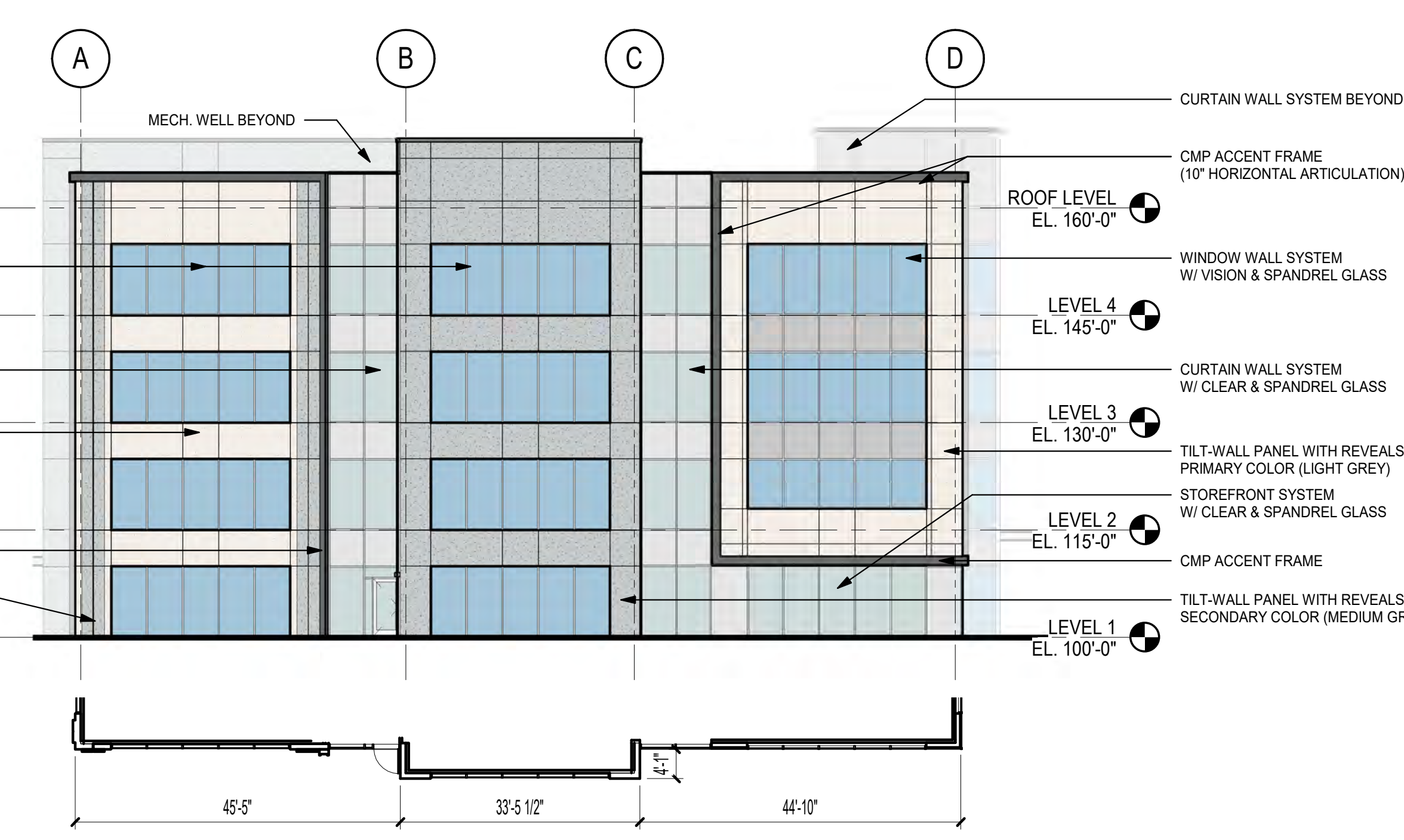
| Building 1 - Office |                                       |       |      |       |      |        |      |        |      |
|---------------------|---------------------------------------|-------|------|-------|------|--------|------|--------|------|
|                     |                                       | North | %    | South | %    | East   | %    | West   | %    |
| 1                   | Total Façade SF                       | 9,184 | -    | 9,182 | -    | 17,724 | -    | 17,305 | -    |
| 2                   | Façade SF (excluding doors & windows) | 3,619 | 39.4 | 3,606 | 39.3 | 5,597  | 31.6 | 8,555  | 49.4 |
| 3                   | Doors & Windows                       | 5,106 | 55.5 | 5,122 | 55.8 | 11,287 | 63.7 | 8,287  | 47.9 |
| 4                   | Primary Masonry Totals                | 3,160 | 87.3 | 3,151 | 87.4 | 4,755  | 85.0 | 8,091  | 94.6 |
|                     | Concrete SF (as applicable)           | 3,160 | 87.3 | 3,151 | 87.4 | 4,755  | 85.0 | 8,091  | 94.6 |
| 5                   | Secondary Masonry Totals              | 459   | 12.7 | 454   | 12.6 | 850    | 15.2 | 463    | 5.4  |
|                     | Painted Metal Panel                   | 459   | 12.7 | 454   | 12.6 | 850    | 15.2 | 463    | 5.4  |

\*NOTE: Per paragraph 5.3 of the Urban Design plan, the maximum percentage of stucco allowed on any building elevation shall be 80%. If the entire 80% primary masonry on a building elevation consists of stucco, the remaining 20% on the same building elevation shall be limited to hand-laid brick or stone.

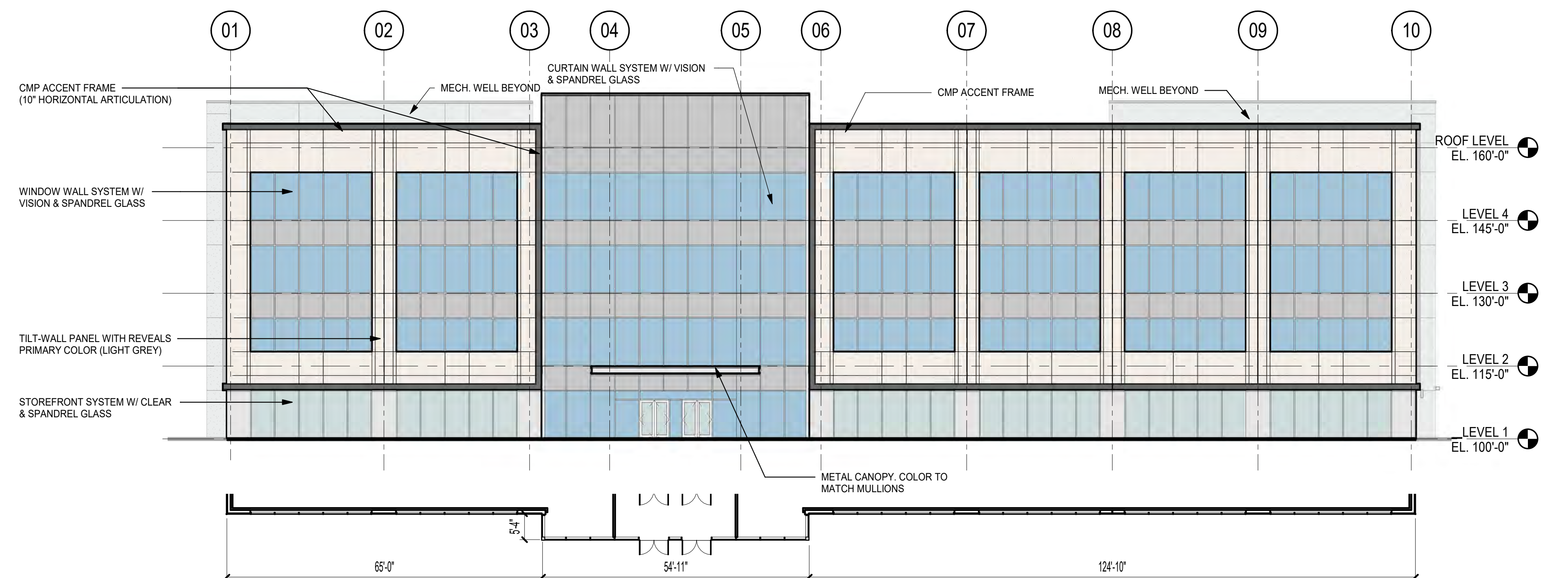
| Articulation Table: Building 1 - Main Office |          |              |          |              |            |              |          |     |
|----------------------------------------------|----------|--------------|----------|--------------|------------|--------------|----------|-----|
| Vertical                                     |          |              |          |              | Horizontal |              |          |     |
| Quantity                                     |          | Offset       |          | Quantity     |            | Offset       |          |     |
| Min Required                                 | Provided | Min Required | Provided | Min Required | Provided   | Min Required | Provided |     |
| NORTH                                        | 1        | 1            | 24"      | 49"          | 1          | 2            | 10"      | 10" |
| SOUTH                                        | 1        | 1            | 24"      | 49"          | 1          | 2            | 10"      | 10" |
| EAST                                         | 1        | 1            | 24"      | 64"          | 1          | 2            | 10"      | 10" |
| WEST                                         | 1        | 1            | 24"      | 54"          | 1          | 1            | 10"      | 10" |



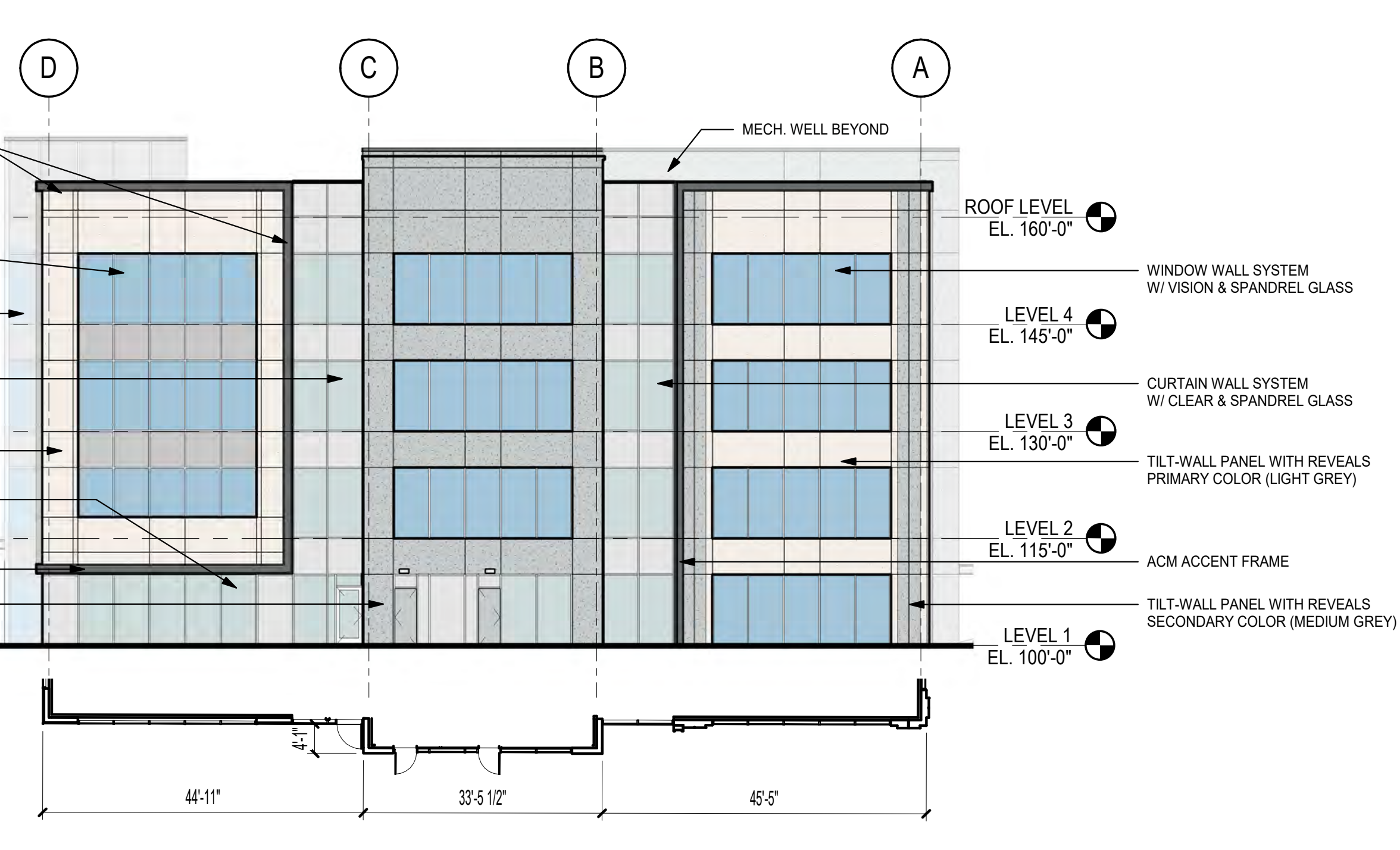
04 OVERALL ELEVATION - WEST  
SCALE: 1/16" = 1'-0"



02 OVERALL ELEVATION - SOUTH  
SCALE: 1/16" = 1'-0"

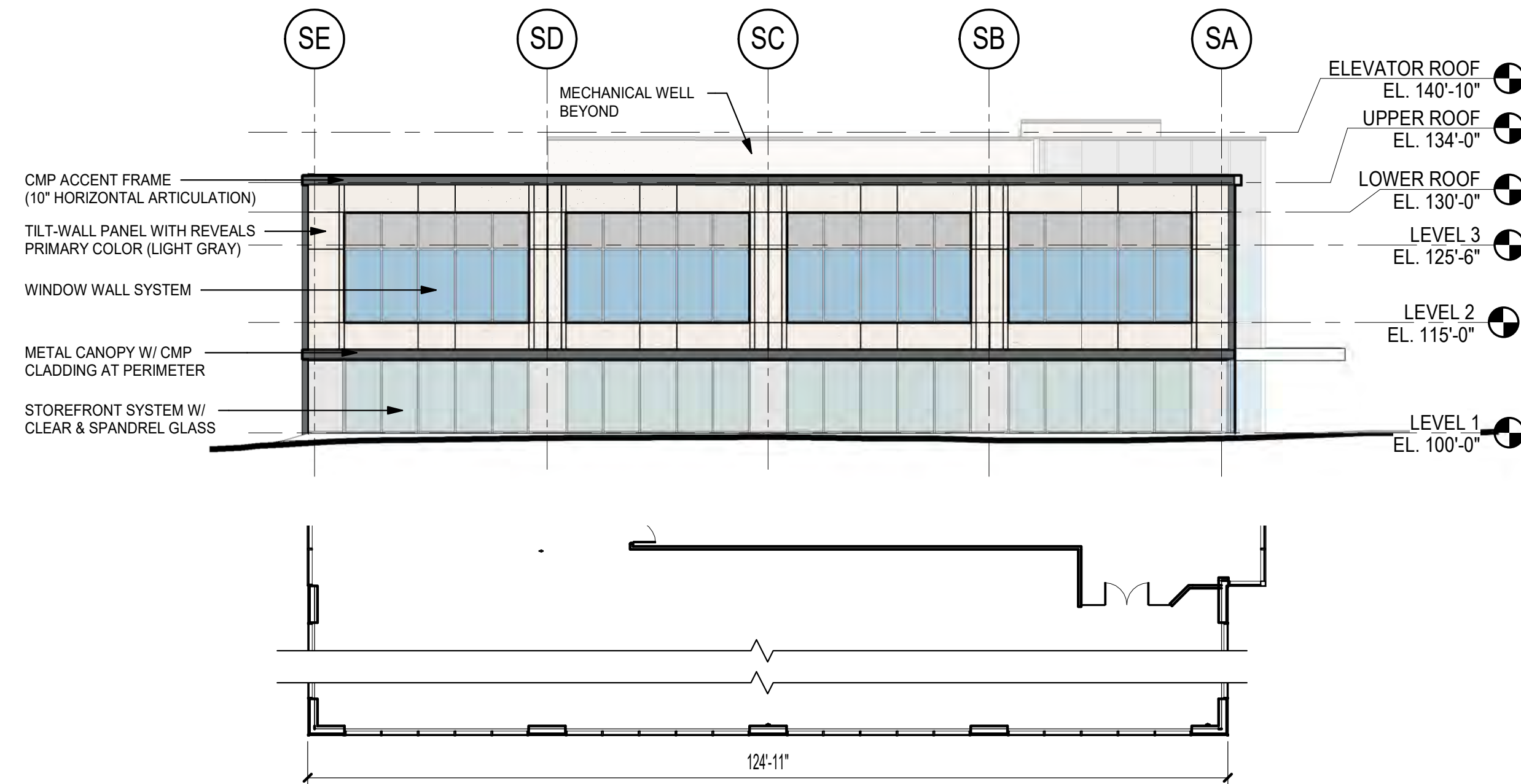


03 OVERALL ELEVATION - EAST  
SCALE: 1/16" = 1'-0"



01 OVERALL ELEVATION - NORTH  
SCALE: 1/16" = 1'-0"





### 03 OVERALL ELEVATION - EAST

\*NOTE: Per paragraph 5.3 of the Urban Design plan, the maximum percentage of stucco allowed on any building elevation shall be 80%. If the entire 80% primary masonry on a building elevation consists of stucco, the remaining 20 % on the same building elevation shall be limited to hand-laid brick or stone.

[illegible]

**COMPOSITE METAL PANEL** -  
DARK GREY

**FORMED METAL PANEL** -  
LIGHT GREY (MATCH EP-1)

**CONCRETE -**  
LIGHT GREY

**CONCRETE -**  
MEDIUM GREY

**CONCRETE -**  
DARK GREY

**GLAZING** -

**GLAZING** -

**GLAZING** -

**GLAZING** -

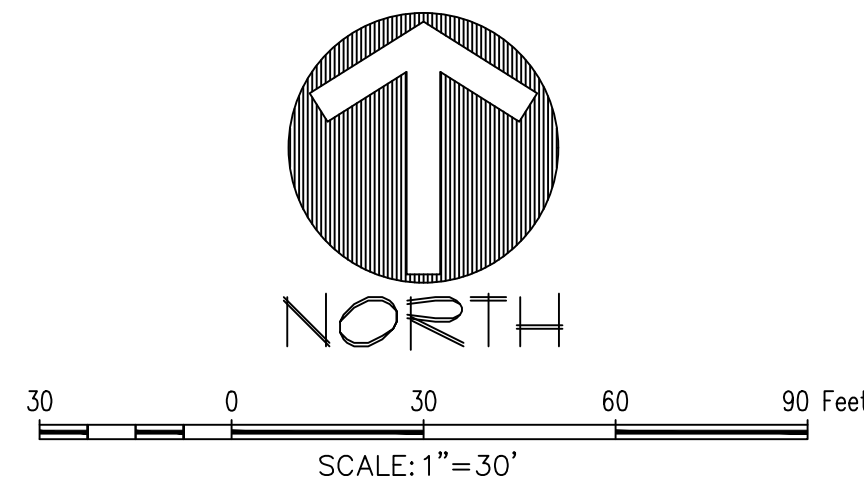
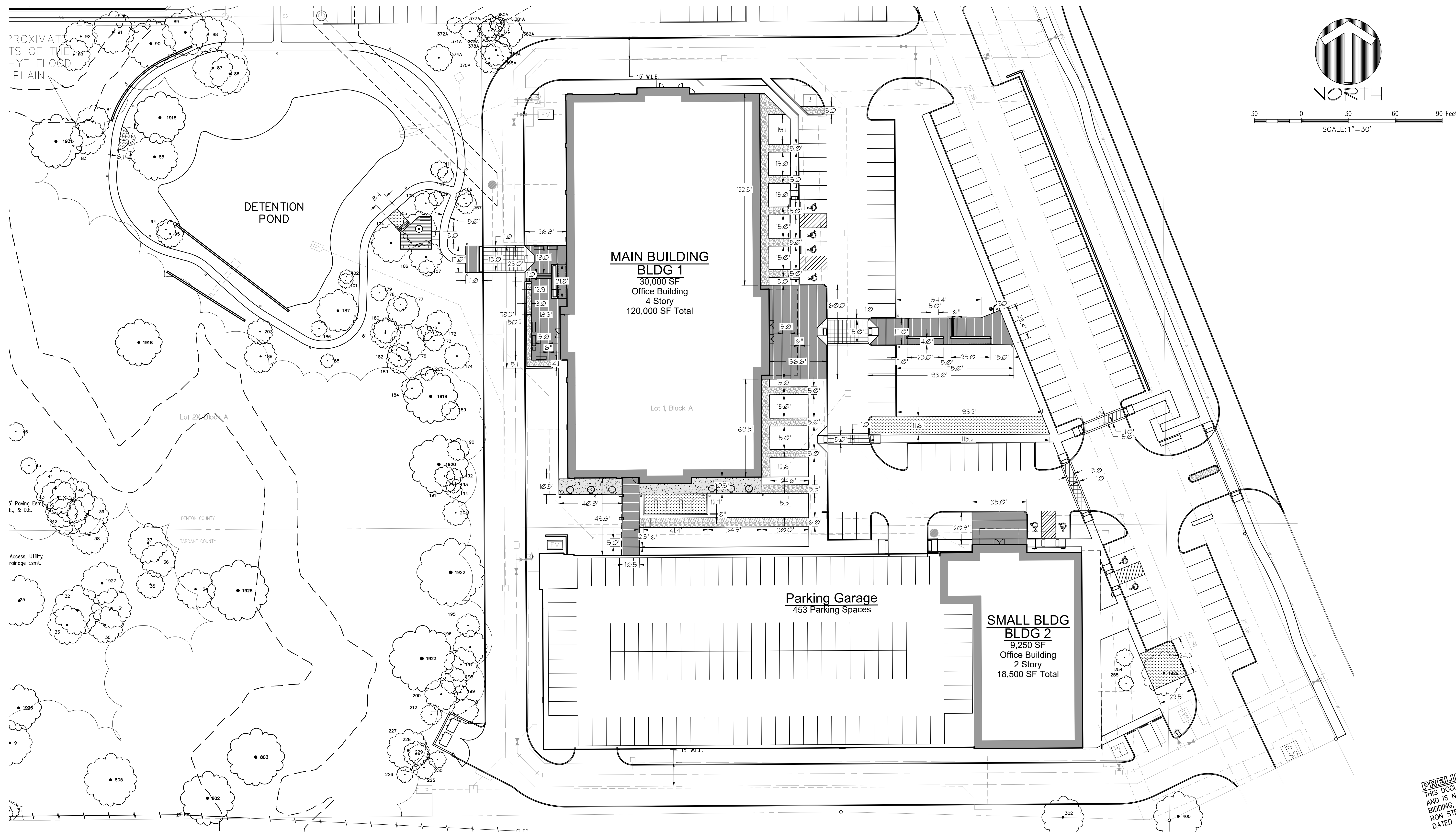
|                                                                                                                                                         |                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>NOTE -</u><br/>         ANY EXTERNAL ELECTRICAL PANELS WILL BE PAINTED/TEXTURED TO<br/>         MATCH THE MATERIAL AND COLOR OF THE BUILDING.</p> | <p><u>ABBREVIATIONS</u></p> <p>CMP - COMPOSITE METAL PANEL<br/>         EGL - EXTERIOR GLAZING<br/>         EP - EXTERIOR PAINT<br/>         FMP - FORMED METAL PANEL</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





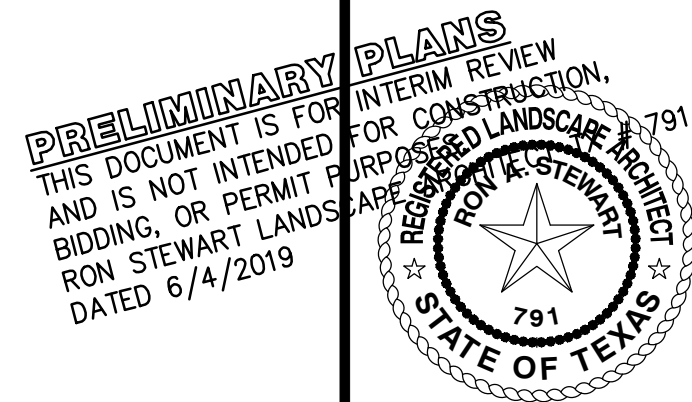






LEGEND

|  |                                                                                                                                          |  |                                                                                                                     |
|--|------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|
|  | TYPE (A) BANDED & STAINED CONCRETE °<br>6" BAND - BROOK FINISHED CONCRETE<br>STAINED, SALT-FINISHED CONCRETE - BASE COLOR: U08 GULL GRAY |  | RIVER ROCK +<br>ALAMO STONE: MESA GREY (1 1/2" - 6")                                                                |
|  | TYPE (B) STAMPED & STAINED PATTERN CONCRETE °<br>PATTERN: COLORADO FLAG<br>BASE COLOR: U49 DEEP CHARCOAL, RELEASE COLOR: U28 CHARCOAL    |  | ° BUTTERFIELD COLOR CONCRETE<br>625 W. LINCOLN AVE.<br>AURORA, IL 60006<br>800.282.3388<br>WWW.BUTTERFIELDCOLOR.COM |
|  | TYPE (C) SALT FINISHED CONCRETE SIDEWALK                                                                                                 |  | + ALAMO STONE<br>DIANE COLLIER GROUP<br>714.738.3100<br>WWW.COLLIERGROUPTX.COM                                      |
|  | CRUSHED GRANITE +<br>ALAMO STONE: BLACK STAR PEBBLE<br>REF. SHEET L3.0, DETAIL 15                                                        |  |                                                                                                                     |



REVIEWED  
TOWN OF FLOWER MOUND  
Released for Construction  
Date \_\_\_\_\_  
Town of Flower Mound  
Planning Services

OWNER/DEVELOPER  
FM 2499 VENTURE, LLC  
809 LAKE CAROLYN PARKWAY, SUITE 150  
IRVING, TX 75039  
Ph. 469-533-4137  
Contact: MR. ALEXANDER BROWN

The John R. McAdams  
Company, Inc.  
(DBA: G&A | McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
972.456.8770 Fax  
940.240.1012  
TBP# 19762 TBP#S: 0104440  
www.mcadamsco.com

**MCADAMS**

**G&A**

**LAKESIDE CENTER**  
LAKESIDE CORPORATE CENTER  
Lot 1-2X, Block A  
10056 Acres  
In the  
J. TANNAMILL SURVEY, ABSTRACT NO. 1852  
J. KNIGHT SURVEY, ABSTRACT NO. 682  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS  
TARRANT COUNTY, TEXAS

**HARDSCAPE DIMENSION  
CONTROL PLAN**

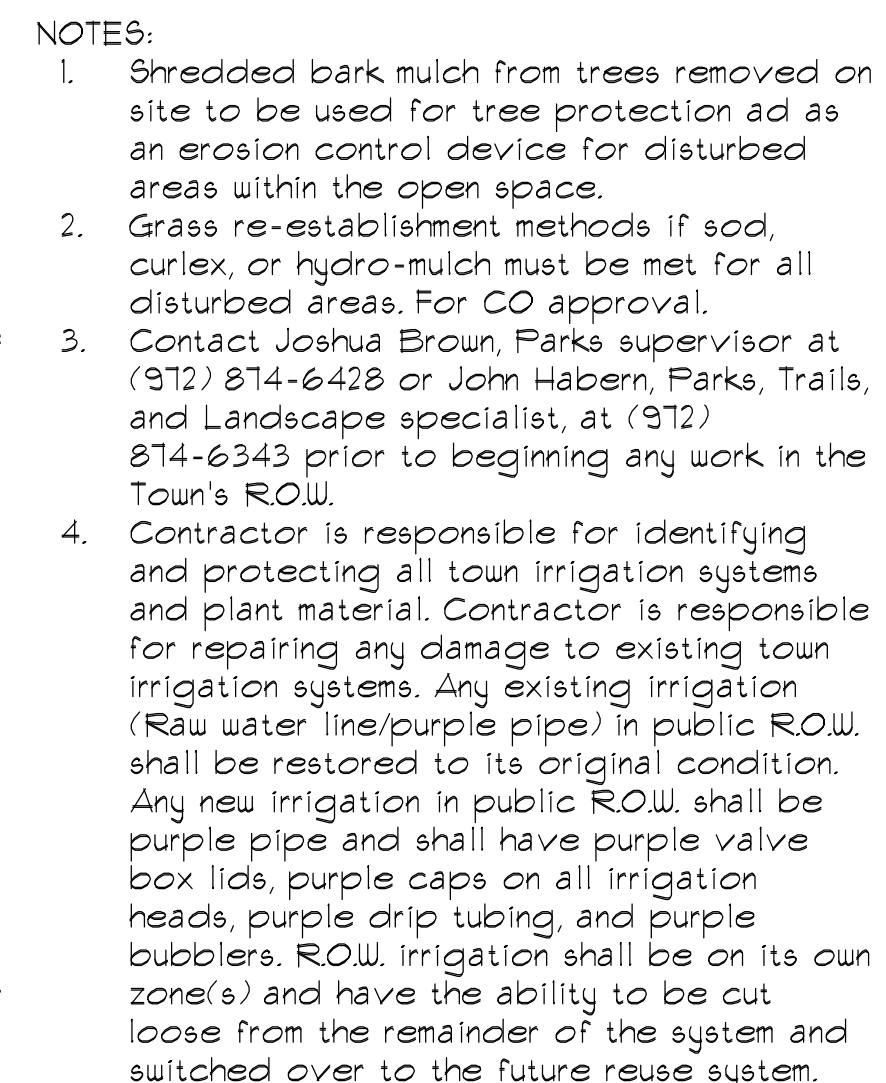
**18164**

**L1.1**









## PLANT LIST

| QTY. | COMMON NAME               | BOTANICAL NAME                       | SIZE    | MIN. HT. | SPACE    |              |
|------|---------------------------|--------------------------------------|---------|----------|----------|--------------|
|      | 12 LIVE OAK               | Quercus virginiana                   | 3"      | 10'-12'  | Per Plan | Single Trunk |
|      | 9 CHINQUAPIN OAK          | Quercus muhlenbergii                 | 3"      | 10'-12'  | Per Plan | Single Trunk |
|      | 9 MONTERREY OAK           | Quercus polymorpha                   | 3"      | 10'-12'  | Per Plan | Single Trunk |
|      | 9 BALD CYPRESS            | Taxodium distichum                   | 3"      | 10'-12'  | Per Plan | Single Trunk |
|      | 13 CEDAR ELM              | Ulmus crassifolia                    | 3"      | 10'-12'  | Per Plan | Single Trunk |
|      | 10 LACEBARK ELM           | Ulmus parvifolia                     | 3"      | 10'-12'  | Per Plan | Single Trunk |
| *    | 7 MAVERICK MESQUITE       | Prosopis glandulosa 'Maverick'       | 24" box | 8'-10'   | Per Plan | Multi Trunk  |
| *    | 5 PALO VERDE              | Parkinsonia praecox 'Desert Museum'  | 24" box | 8'-10'   | Per Plan | Full         |
|      | 27 CHASTE TREE            | Vitex agnus-castus                   | 30gal.  | 7'-8'    | Per Plan | Multi Trunk  |
| *    | 4 OCOTILLO                | Fouquieria splendens                 | 30gal.  | 6'-8'    | Per Plan | Full         |
|      | 32 ADAGIO MAIDEN GRASS    | Miscanthus sinensis 'Adagio'         | 5gal.   | 24"      | 3'-0"    | Full         |
|      | 76 DWARF WAX MYRTLE       | Myrica pusilla                       | 5gal.   | 24"      | 6'-0"    | Full         |
|      | 70 DWARF TEXAS SAGE       | Leucophyllum frutescens 'Bertalar'   | 5gal.   | 18"      | 3'-0"    | Xeri         |
| *    | 47 SPINELESS PRICKLY PEAR | Opuntia ellisiana                    | 5gal.   | 24"      | 3'-0"    | Full         |
|      | 11 DWARF INDIAN HAWTHORN  | Raphiolepis indica                   | 5gal.   | 24"      | 3'-0"    | Full         |
| *    | 33 ARTICHOKE AGAVE        | Agave parryi v. truncata             | 5gal.   | 18"      | 4'-0"    | Xeri         |
|      | 31 TURK'S CAP             | Malvaviscus drummondii               | 3gal.   | 36"      | 4'-0"    | Full         |
|      | 90 PYGMY BARBERRY         | Berberis thunbergii 'Crimson Pygmy'  | 3gal.   | 12"      | 2'-0"    | Xeri         |
|      | 193 BLUE GRAMA GRASS      | Bouteloua gracilis 'Blonde Ambition' | 1gal.   | 24"      | 2'-6"    | Xeri         |
|      | 237 MEXICAN FEATHER GRASS | Nassella tenuissima                  | 3gal.   | 12"      | 2'-0"    | Xeri         |
|      | 265 BLACKEYED SUSAN       | Rudbeckia hirta                      | 1gal.   | 12"      | 18" o.c. | Full         |
|      | 173 HORSETAIL REED        | Equisetum hyemale                    | 1gal.   | 12"      | 18" o.c. | Full         |
|      | 118 MEADOW SEDGE          | Carex perdetata                      | 1gal.   | 12"      | 18" o.c. | Full         |
|      | 50 FROG FRUIT             | Phyla nodiflora                      | 1gal.   | 12"      | 18" o.c. | Full         |
|      | 150 CROSS VINE            | Bignonia capreolata                  | 1gal.   | 12"      | 18" o.c. | Full         |
|      | 180 SEASONAL COLOR        |                                      | 4" pot  |          | 12" o.c. | Full         |
|      | 67,556 BERMUDA SOD        |                                      |         |          |          |              |
|      | 11,767 BUFFALO SOD        |                                      |         |          |          |              |
|      | 8,413 BERMUDA HYDRO-MULCH |                                      |         |          |          |              |

**REVIEWED**  
TOWN OF FLOWER MOUND  
Released for Construction  
Date \_\_\_\_\_  
\_\_\_\_\_  
Town of Flower Mound  
Planning Services \_\_\_\_\_

|                     |
|---------------------|
| Drawn By: --        |
| Date: 03/04/2019    |
| Scale: 1"=40'       |
| Revisions:          |
| 04/01/2019          |
| 04/29/2019 DD PLANS |
| 05/03/2019          |
| 05/28/2019          |

**L2.1**

**OWNER/DEVELOPER**  
**FM 2499 VENTURE, LLC**  
**909 LAKE CAROLYN PARKWAY, SUITE 150**  
**IRVING, TX 75039**  
**Ph. 469-533-4137**  
**Contact: MR. ALEXANDER BROWN**

**LAKESIDE CENTER**  
**LAKESIDE CORPORATE CENTER**  
**Lot 1-2X, Block A**  
**10.056 Acres**  
in the  
J. TANNAHILL SURVEY, ABSTRACT NO. 1252  
J. KNIGHT SURVEY, ABSTRACT NO. 692  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS  
TARRANT COUNTY, TEXAS

LANDSCAPE PLAN

 **McADAMS**

The John R. McAdams  
Company, Inc.  
(DBA, G&A | McAdams)

111 Hillside Drive  
Lewisville, Texas 75057  
972.438.3712

201 Country View Drive  
Roanoke, Texas 75262  
940.240.1012

TBPE: 19762 TBPLS: 10194440  
[www.mcadamsco.com](http://www.mcadamsco.com)

**LAKE SIDE CENTER**  
www.mcadamsco.com

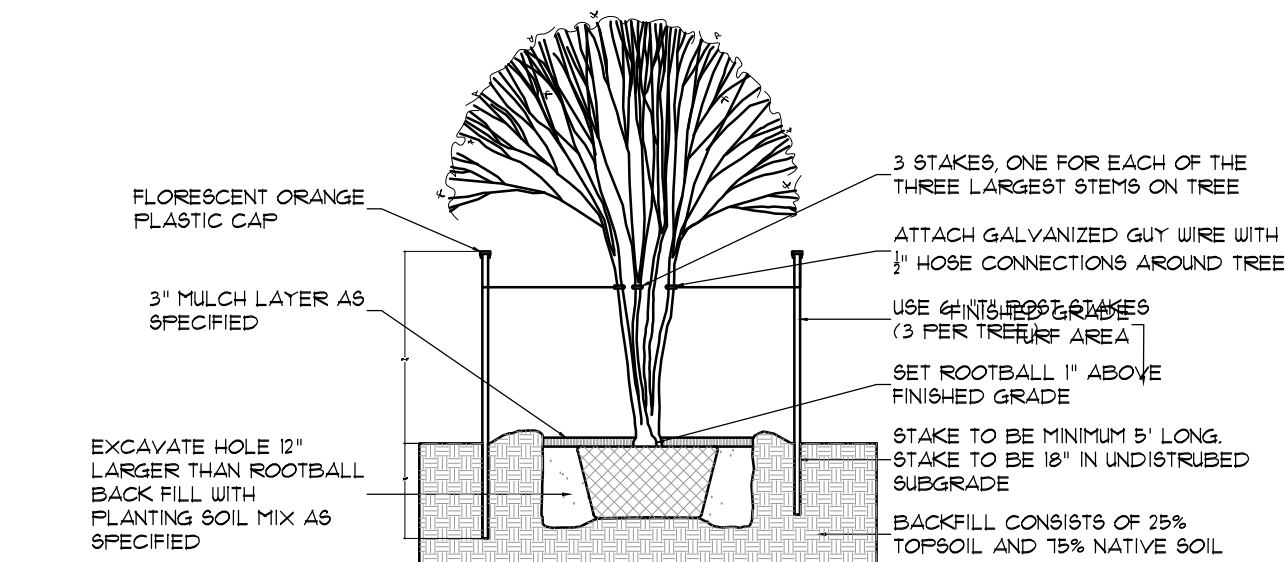
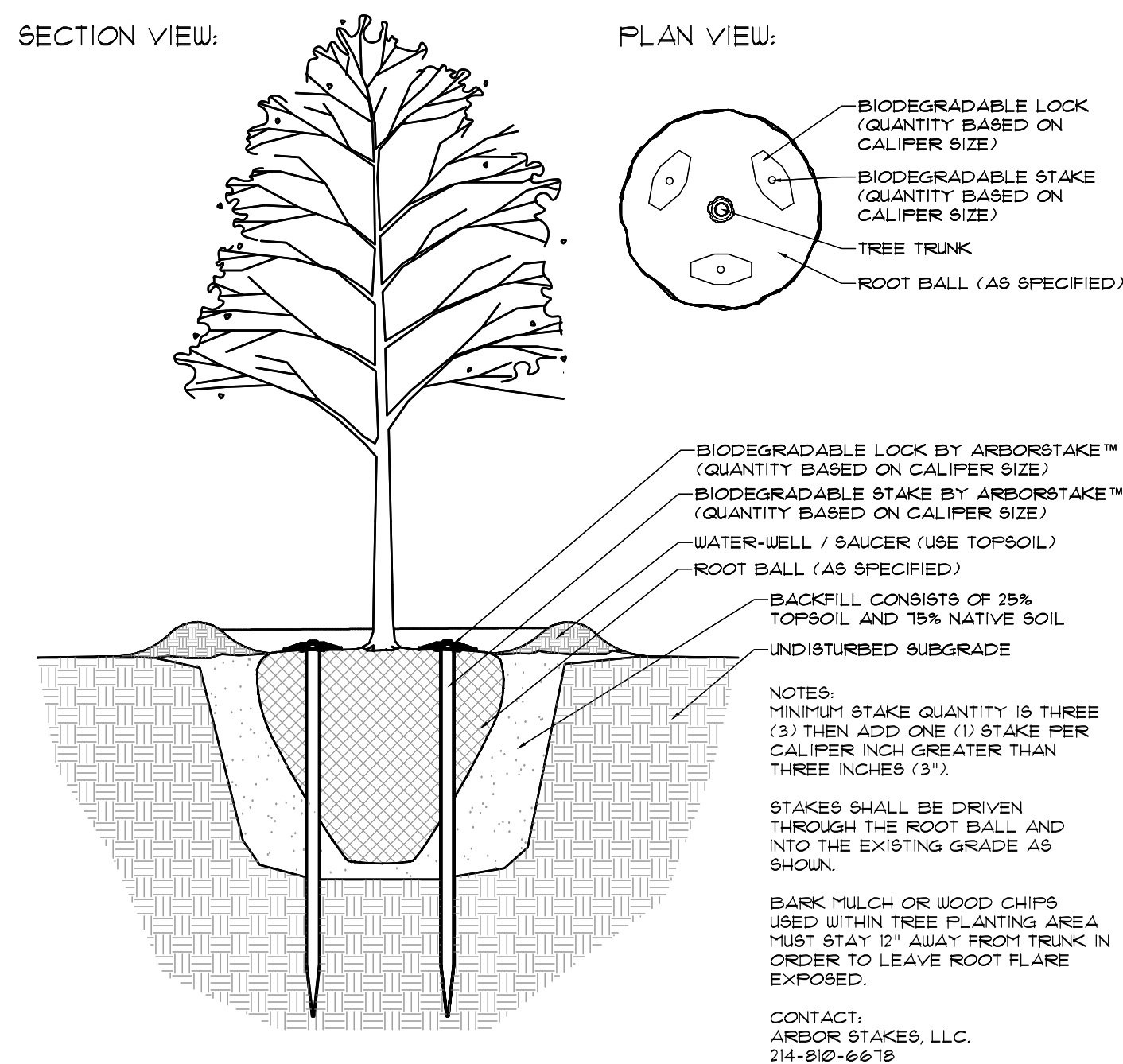
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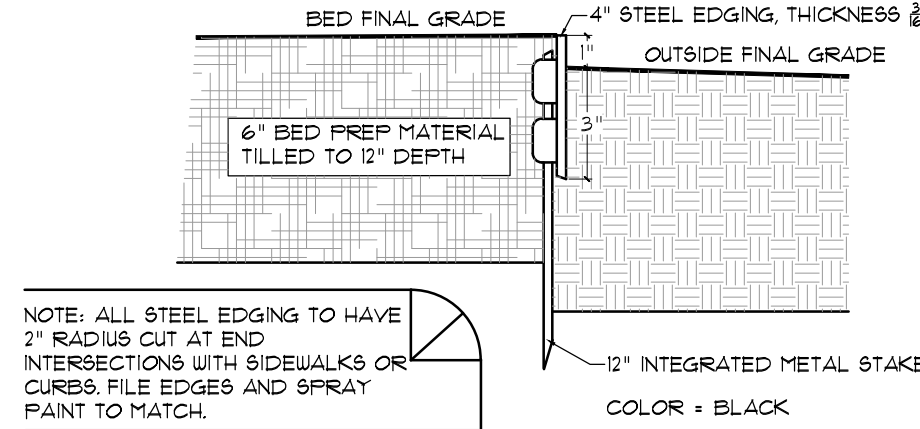
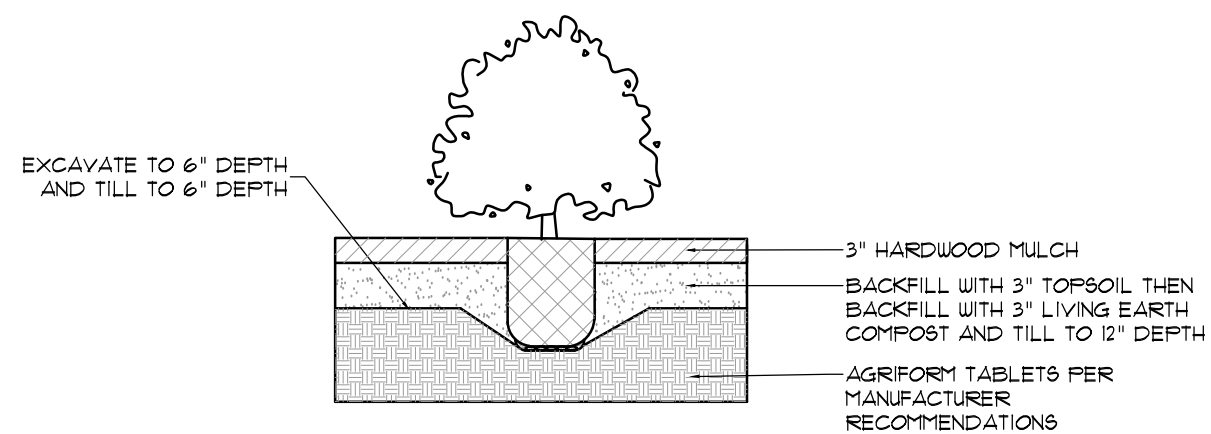


**OWNER/DEVELOPER**  
**FM 2499 VENTURE, LLC**  
**909 LAKE CAROLYN PARKWAY, SUITE 160**  
**IRVING, TX 76039**  
**Ph. 469-533-4137**  
**Contact: MR. ALEXANDER BROWN**

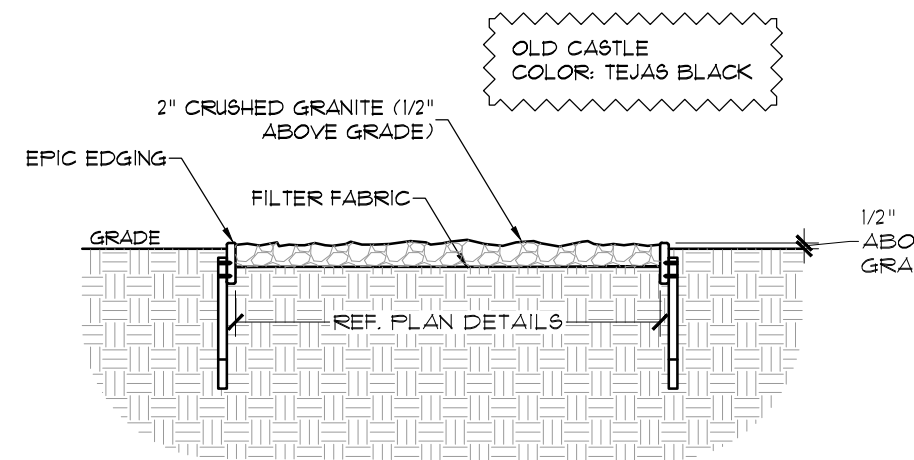




## 2. MULTI TRUNK TREE STAKING



SURE-LOC ALUMINUM EDGING CORPORATION  
494 E. 64TH STREET  
HOLLAND, MI 49423  
P: 800-781-3562  
E: INFO@SURELOCEDGING.COM  
WWW.SURELOCEDGING.COM



## 1. BELOWGROUND TREE STAKING DETAIL

1/4"=1'

## 3. SHRUB PLANTING DETAIL

1/2"=1'

## 4. STEEL EDGING

NTS

## 5. CRUSHED GRANITE MULCH

3/4"=1'

**ANOVA**

Chris Kalkbrenner  
Mobile 314 . 853 . 0170  
chris@anovafurnishings.com

211 North Lindbergh Blvd.  
St. Louis, MO 63141  
800.231.1327 tel | 314.754.0835 fax  
specify@anovafurnishings.com  
anovafurnishings.com

**LEXC6—Exposition 6' Contour Bench**

6' contour bench with steel slat seat, armrests and portable/surface mount legs

**Material**

The 6' contour bench is composed of a 10-gauge steel slat seat with a 5" wide slat pattern and steel legs and armrests. The bench is 74.77" long and will support 200 lbs. per linear foot. The bench is designed to be portable for flexibility in placement or surface mounted using prefilled 4" diameter holes in feet to prevent movement. Mounting hardware is not included.

**Finish**

Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM E335 and determined to be in compliance with California Uniform Fire Code 103.2.14.2. Fade-resistant, powder coated steel legs, armrests and under supports features a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

**Color**

See website or sales representative for color choices.

**Assembly**

The bench requires some assembly. Stainless steel assembly hardware is included.

**Maintenance**

The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

**Warranty**

20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at [www.anovafurnishings.com/warranty.aspx](http://www.anovafurnishings.com/warranty.aspx).

**BRUSHED BRONZE**

SHIPPING INFORMATION

| Unit Weight | Unit Shipping Wt. UPS | Unit Shipping Wt. Truck (+ Units) | Unit Ship Size w/Pallet | Max Units Per Pallet | Pallet Size/WL (22"x48") | Total No. Pkgs. | Shipping Class |
|-------------|-----------------------|-----------------------------------|-------------------------|----------------------|--------------------------|-----------------|----------------|
| 159 lbs.    | N/A                   | 176 lbs./unit                     | 27 cu. ft.              | 6                    | 100 lbs.                 | 3               | 70             |

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**FORM AND FIBER**

contract outdoor accessories

WEBSITE: [www.formandfiber.com](http://www.formandfiber.com) ORDERS: 888-314-8852 EMAIL: [info@formandfiber.com](mailto:info@formandfiber.com)

18" H

36" Long BX\_BCH\_3

48" Long BX\_BCH\_4

72" Long BX\_BCH\_5

96" Long BX\_BCH\_6

36" Wide ALL BENCHES

Construction and Finish

1. The Box Bench Series are 3 inch thick cast concrete bench with an approximate 1/4" radius on all edges. They have an average strength tested at 28-30 days of 5,810 psi.

2. Optional leveling feet are available for an upcharge per unit. Leveling feet with anchor inset, mount type swiveling stud, and locking nut. Thread size is 3/8"-16, base diameter is 1-1/4" with an individual load capacity of 3750 lbs. Feet are stainless steel base, construction, and finish.

3. Benches are lightly sanded and sealed, to enhance color and protect surfaces from moisture, dirt, and stains.

**Design Placement**

1. Benches are not designed to take impact to edges from skateboards or rollerblades. Form and Fiber does not warranty benches against such types of impact nor the application of protective edge guards which can also fracture bench edges.

2. Caution should be given to placement and exposure to urban activities.

**Box Bench Footprint**

BX\_BCH\_8  
96"L x 24"W x 18"H  
Avg. Weight = 2000 lbs.  
- Intermediate Support  
- Optional Leveling Feet

BX\_BCH\_6  
72"L x 24"W x 18"H  
Avg. Weight = 1210 lbs.  
- Optional Leveling Feet

BX\_BCH\_4  
48"L x 24"W x 18"H  
Avg. Weight = 875 lbs.  
- Optional Leveling Feet

BX\_BCH\_2  
24"L x 24"W x 18"H  
Avg. Weight = 540 lbs.  
- Optional Leveling Feet

**FINISH: NATURAL GRAY (NO PIGMENT)**

1" Bench Width Thickness

3/8" Anchor

3/8-16 Threaded Bolt

Locking Nut

Adjusting Nut

1-1/4" Dia. Base

Stainless Steel Leveling Mount with Swivel Stud

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**BOX BENCH SERIES**  
site furniture

**ANOVA**

Chris Kalkbrenner  
Mobile 314 . 853 . 0170  
chris@anovafurnishings.com

211 North Lindbergh Blvd.  
St. Louis, MO 63141  
800.231.1327 tel | 314.754.0835 fax  
specify@anovafurnishings.com  
anovafurnishings.com

**AE2645RCT-STX — Airi Stix 45-Gallon Dual Trash/Recycler with Side Door and Built-In Top**

45-gallon perforated steel and aluminum dual trash/recycler with tree line pattern, side door, built-in top, plastic liner and rubber feet

**Material**

The dual trash/recycler is 46.72" tall and is composed of heavy-duty 12-gauge steel panels with an extruded aluminum frame. Steel side panels feature a unique architectural perforated tree line pattern inspired by trees. Inner bin separation has front-to-back orientation. The side door features a magnetic door latch, a continuous geared hinge and a tamper-resistant cam lock and key system.

The built-in canopy style top is 16-gauge steel with 9.63" tall x 22.01" wide front and back openings. The recycling side of the top features recycle logos laser cut into the steel.

Optional decals are available: "Bottles/Cans" with recycling logo, "Mixed Recycling" with recycling logo, "Paper" with recycling logo or "Trash" decal—custom decals also available. Specify black or white lettering. Decal placement will be on the steel divider bar that is positioned across the opening. Decals will be factory installed and must be specified at the time of order.

The receptacle is designed to be portable for flexibility in placement or surface mounted using pre-drilled holes inside base to prevent movement. The rubber feet are adjustable to assist in leveling the receptacle. Includes two reusable plastic liners made of high-density polyethylene. Mounting hardware is not included.

**Finish**

Fade-resistant, powder coated steel and aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

**Color**

See website or sales representative for color choices.

**Assembly**

The receptacle ships fully assembled and ready for use.

**Maintenance**

The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

**Warranty**

20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at [www.anovafurnishings.com/warranty.aspx](http://www.anovafurnishings.com/warranty.aspx).

**PANEL/LID COLOR: BLACK**  
**FRAME COLOR: SILVER**

**Replacement Parts**

Trash Decal White DEC2000  
Paper Decal w/Logo Black DEC2002  
Paper Decal w/Logo White DEC2004  
Bottles/Cans w/Logo Black DEC2006  
Bottles/Cans w/Logo White DEC2008  
Mixed Recycling w/Logo White DEC2010  
Mixed Recycling w/Logo Black DEC2012

**SHIPPING INFORMATION**

| Unit Weight | Unit Shipping Wt. UPS | Unit Shipping Wt. Truck (+ Units) | Unit Ship Size w/Pallet | Max Units Per Pallet | Pallet Size/WL (22"x48") | Total No. Pkgs. | Shipping Class |
|-------------|-----------------------|-----------------------------------|-------------------------|----------------------|--------------------------|-----------------|----------------|
| 184 lbs.    | N/A                   | 191 lbs./unit                     | 46.44 cu. ft.           | 1                    | 50 lbs.                  | 1               | 150            |

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**ANOVA**

211 North Lindbergh Blvd.  
St. Louis, MO 63141  
800.231.1327 tel | 314.754.0835 fax  
specify@anovafurnishings.com  
anovafurnishings.com

**AE26T48 — Airi 48" Table**

48" diameter table with aluminum top and cast aluminum legs, portable

**Material**

The table has a 48" diameter table top that is 0.19" thick and is composed of 3003-O aluminum alloy. The table top features a 0.25" chamfered edge and has a 1.39" diameter umbrella hole in the center. A solid aluminum table top (no umbrella hole) is also available; please call for information and availability. The table base is made of cast aluminum and designed to be portable for flexibility in placement. Each foot features a stainless steel adjustable glide that swivels for both horizontal and vertical leveling and to protect your floors.

**Finish**

Fade-resistant, powder coated aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

**Color**

See website or sales representative for color choices.

**Assembly**

The table requires some assembly. Stainless steel assembly hardware is included.

**Maintenance**

The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with a solvent or petroleum base products.

**Warranty**

20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at [www.anovafurnishings.com/warranty.aspx](http://www.anovafurnishings.com/warranty.aspx).

**TABLE TOP COLOR: SILVER**  
**LEG COLOR: SILVER**

**Accessories**

8" Standard Fabric Color Umbrella 7LPU  
9" Standard Fabric Color Umbrella 9LPU

Umbrella Table Base 11" Dia. Steel Umbrella Base 9LPU

UBRACE UBT1

**ANOVA**

211 North Lindbergh Blvd.  
St. Louis, MO 63141  
800.231.1327 tel | 314.754.0835 fax  
specify@anovafurnishings.com  
anovafurnishings.com

**AE26T60STX — Airi Stix Chair**

Perforated aluminum chair with stix pattern seat and back and cast aluminum frame and legs

**Material**

The Stix chair is composed of 10-gauge, 5052-O aluminum alloy with cast aluminum frame and legs. The seat and back features a unique architectural perforated stix pattern inspired by trees. The 34.75" tall chair will support 200 lbs. per linear foot. Each foot features a nylon glide to protect your floors from scratching. The chairs stack up to four high for easy storage.

**Finish**

Fade-resistant, powder coated aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

**Color**

See website or sales representative for color choices.

**Assembly**

The chair ships fully assembled and ready for use.

**Maintenance**

The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with a solvent or petroleum base products.

**Warranty**

20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at [www.anovafurnishings.com/warranty.aspx](http://www.anovafurnishings.com/warranty.aspx).

**SEAT COLOR: SILVER**  
**FRAME COLOR: SILVER**

**STIX PATTERN CLOSE-UP**

## 6. TYPE 1 - PEDESTRIAN BENCH

NTS

## 7. TYPE 2 - PEDESTRIAN BENCH

NTS

## 8. TRASH RECEPCTACLE

NTS

## 9. PATIO DINING TABLE & CHAIRS

NTS

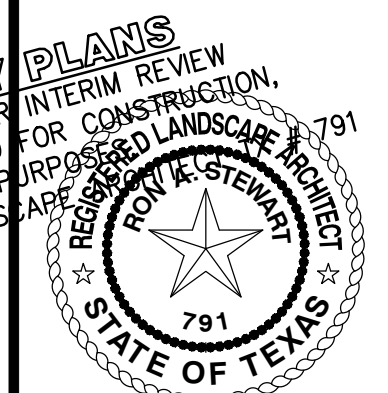
REVIEWED  
TOWN OF FLOWER MOUND  
Released for Construction  
Date \_\_\_\_\_  
Town of Flower Mound  
Planning Services

OWNER/DEVELOPER  
FM 2490 VENTURE, LLC  
809 LAKE CAROLYN PARKWAY, SUITE 150  
IRVING, TX 75039  
Ph. 469-533-4137  
Contact: MR. ALEXANDER BROWN

18164

L4.0

Drawn By: MH  
Date: 03/04/2019  
Scale:  
Revisions:  
04/01/2019  
04/29/2019 DD PLANS  
05/03/2019  
05/28/2019



**LAKESIDE CENTER**  
LAKESIDE CORPORATE CENTER  
Lot 1-2X, Block A  
10056 Acres  
in the  
J. TANNANVILLE SURVEY, SUBTRACT NO. 1952  
J. KNIGHT SURVEY, SUBTRACT NO. 692  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS  
TARRANT COUNTY, TEXAS

**HARDSCAPE AND  
LANDSCAPE DETAILS**

The John R. McAdams  
Company, Inc.  
(DBA: G&A McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
817-436-8770  
201 Oakmont Drive  
Rowland, Texas 75082  
940-240-1012  
TBPE: 19762 TBPLS: 0104440  
www.mcadamsco.com

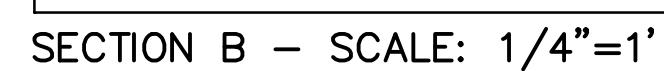
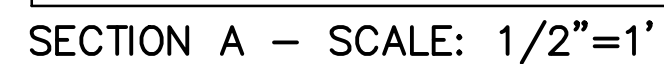
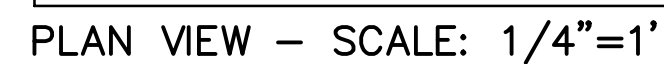
**MCADAMS**

**LAKESIDE CENTER**



LAKESIDE CROSSING RETAINING WALL

#### 4. CURB MOWSTRIP DETAIL



SECTION C - SCALE: 1/2"=1'

[illegible]

## HARDSCAPE AND LANDSCAPE DETAILS

**L4.1**



**KUBE**  
BOLLARD

Type: \_\_\_\_\_  
Project: \_\_\_\_\_

**SPECIFICATION SHEET**  
Page: 2 of 4

**DIMENSIONS**

The figure displays technical drawings for four models of KUBE bollards. Each model is shown in a top view and a front view.

- Kube 240 bollard:**
  - TOP VIEW:** A square base with a side length of  $9\frac{1}{2}"$  (240mm).
  - FRONT VIEW:** A trapezoidal shape with a base width of  $9\frac{1}{2}"$  (240mm) and a height of  $22\frac{1}{2}"$  (580mm).
- Kube 580 bollard:**
  - FRONT VIEW:** A trapezoidal shape with a base width of  $22\frac{1}{2}"$  (580mm) and a height of  $22\frac{1}{2}"$  (580mm).
- Kube 580/L bollard:**
  - FRONT VIEW:** A trapezoidal shape with a base width of  $22\frac{1}{2}"$  (580mm) and a height of  $22\frac{1}{2}"$  (580mm).
- Kube 1350 bollard:**
  - FRONT VIEW:** A tall, narrow trapezoidal shape with a base width of  $53\frac{1}{4}"$  (1350mm) and a height of  $53\frac{1}{4}"$  (1350mm).

**FRONT VIEW**

JP - R2 Last update: October 03, 2018

**SISTEMALUX**

Due to continuous improvements, the information herein may be changed without notice.  
9020 Boul. St-Laurent, suite 100, Montréal (Québec) Canada H2N 1N7 P : 514.523.1339 F : 514.625.6107 [www.sistemalux.com](http://www.sistemalux.com)

**LAKESIDE CENTER**  
**LAKESIDE CORPORATE CENTER**  
**Lot 1-2X, Block A**  
**10066 Acres**

**in the**  
**J. TANNHALL SURVEY, ABSTRACT NO. 1962**  
**J. KNIGHT SURVEY, ABSTRACT NO. 682**  
**TOWN OF FLOWER MOUND**  
**DENTON COUNTY, TEXAS**  
**TARRANT COUNTY, TEXAS**



**McADAMS**

The John R. McAdams  
Company, Inc.  
DBA, GSA | McAdams  
111 Hillside Drive  
Lewisville, Texas 75057  
872.435.9712  
201 Hillside Drive  
Rowlett, Texas 75082  
940.240.1012  
TBP# : 19762 TBA#S : 10194440  
www.mcadams.com

## 2. STEP RISER LIGHT

The technical drawing consists of two main parts: a cross-section view at the top left and a side elevation view below it.

**Cross-Section View:**

- Shows a vertical section of a retaining wall.
- Labels include "RETAINING WALL IN BACK" and "PEDESTRIAN WALKWAY".
- Dimensions shown are 4'-2" and 1'-6".

**Side Elevation View:**

- Shows a stone retaining wall with various layers and components.
- Labels include:
  - "4\" flat rock cap to match lakeside crossing retaining walls with full coverage front to back"
  - "STONE FACADE TO MATCH LAKESIDE CROSSING RETAINING WALLS"
  - "AGGREGATE FILL"
  - "WEEP HOLES (2\" DIA. PIPE) 5' O.C."
  - "EMBED KEY STONE"
  - "CONCRETE BASE TO FROST-LINE"
  - "FILTER FABRIC"
  - "AGGREGATE FILL"
  - "EMBED KEY STONE"
  - "CONCRETE FOOTER"
  - "ADA HANDRAIL AT RAMP"
  - "ADA RAMP"
- Dimensions shown include: 1'-1", 1'-6", 4'-2", 1'-1", 1'-1", 1'-6", 1'-2", 1'-5", 9", 6", and 6".

**Contact Information:**

CONTACT JEFF HOINSKI AT  
SIGHT LIGHTING SOLUTIONS  
800-225-0727

## 4. WEST PATIO SECTION

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION.  
NO BIDDING, OR PERMIT PURPOSES.  
RON STEWART LANDSCAPE ARCHITECT  
791  
STATE OF TEXAS

## HARDSCAPE AND LANDSCAPE DETAILS

|                     |
|---------------------|
| Drawn By: MH        |
| Date: 03/04/2019    |
| Scale:              |
| Revisions:          |
| 04/01/2019          |
| 04/29/2019 DD PLANS |
| 05/03/2019          |
| 05/28/2019          |

**18164**

## L4.2

**OWNER/DEVELOPER**  
**FM 2499 VENTURE, LLC**  
**909 LAKE CAROLYN PARKWAY, SUITE 150**  
**IRVING, TX 75039**  
**Ph. 469-533-4137**  
**Contact: MR. ALEXANDER BROWN**







|                                                                                                                        |    |      |            |                     |     |    |     |     |     |        |    |    |                                                                                                                        |     |      |            |                     |     |    |     |     |  |        |    |    |
|------------------------------------------------------------------------------------------------------------------------|----|------|------------|---------------------|-----|----|-----|-----|-----|--------|----|----|------------------------------------------------------------------------------------------------------------------------|-----|------|------------|---------------------|-----|----|-----|-----|--|--------|----|----|
| LIST #TREE #CAL. INCHCOMMON NAMEBOTANICAL NAMEPROTECTEDSPECIMENREMOVEDCANOPY DIA.PRESERVATION AREAREMARKSCREDITSBEBITS |    |      |            |                     |     |    |     |     |     |        |    |    | LIST #TREE #CAL. INCHCOMMON NAMEBOTANICAL NAMEPROTECTEDSPECIMENREMOVEDCANOPY DIA.PRESERVATION AREAREMARKSCREDITSBEBITS |     |      |            |                     |     |    |     |     |  |        |    |    |
| 1                                                                                                                      | 1  | 16.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 64                                                                                                                     | 64  | 16   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 2                                                                                                                      | 2  | 6.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 65                                                                                                                     | 65  | 15.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 3                                                                                                                      | 3  | 8    | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 66                                                                                                                     | 66  | 8    | BLACK JACK | Quercus marilandica | YES | NO | YES |     |  |        | 1  |    |
| 4                                                                                                                      | 4  | 19   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 67                                                                                                                     | 67  | 9.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 5                                                                                                                      | 5  | 20   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 68                                                                                                                     | 68  | 20   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 6                                                                                                                      | 6  | 6.5  | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 2  |    | 69                                                                                                                     | 69  | 20   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  | 1      |    |    |
| 7                                                                                                                      | 7  | 7.5  | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 2  |    | 70                                                                                                                     | 70  | 8.5  | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 2      |    |    |
| 8                                                                                                                      | 8  | 8.5  | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 2  |    | 71                                                                                                                     | 71  | 16   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 9                                                                                                                      | 9  | 19   | POST OAK   | Quercus stellata    | YES | NO | NO  |     | YES |        | 4  |    | 72                                                                                                                     | 72  | 10   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 2      |    |    |
| 10                                                                                                                     | 10 | 17.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 73                                                                                                                     | 73  | 19.5 | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 11                                                                                                                     | 11 | 20   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 74                                                                                                                     | 74  | 14   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 12                                                                                                                     | 12 | 20   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 75                                                                                                                     | 75  | 19.5 | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  | 4      |    |    |
| 13                                                                                                                     | 13 | 8.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 76                                                                                                                     | 76  | 15.5 | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  | 4      |    |    |
| 14                                                                                                                     | 14 | 6.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 77                                                                                                                     | 77  | 12   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  | 2      |    |    |
| 15                                                                                                                     | 15 | 9    | BLACK JACK | Quercus marilandica | YES | NO | YES |     |     |        |    | 1  | 78                                                                                                                     | 78  | 7    | CEDAR ELM  | Ulmus crassifolia   | YES | NO | NO  | YES |  | 1      |    |    |
| 16                                                                                                                     | 16 | 18   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 79                                                                                                                     | 79  | 18.5 | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 17                                                                                                                     | 17 | 10.5 | PEAR       | Pyrus calleryana    | NO  | NO | YES |     |     |        |    | 0  | 80                                                                                                                     | 80  | 15   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  | 4      |    |    |
| 18                                                                                                                     | 18 | 15   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 81                                                                                                                     | 81  | 11   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 2      |    |    |
| 19                                                                                                                     | 19 | 10   | WINGED ELM | Ulmus alata         | YES | NO | YES |     |     |        |    | 1  | 82                                                                                                                     | 82  | 10   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 20                                                                                                                     | 20 | 21   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 83                                                                                                                     | 83  | 15   | TEXAS ASH  | Fraxinus albicans   | YES | NO | NO  | YES |  | 1      |    |    |
| 21                                                                                                                     | 21 | 13   | CEDAR ELM  | Ulmus crassifolia   | YES | NO | YES |     |     |        |    | 1  | 84                                                                                                                     | 84  | 14   | TEXAS ASH  | Fraxinus albicans   | YES | NO | NO  | YES |  | 1      |    |    |
| 22                                                                                                                     | 22 | 19   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 85                                                                                                                     | 85  | 20   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 23                                                                                                                     | 23 | 17   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 86                                                                                                                     | 86  | 17   | RED OAK    | Quercus rubra       | YES | NO | NO  | YES |  | 1      |    |    |
| 24                                                                                                                     | 24 | 16.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 87                                                                                                                     | 87  | 17   | RED OAK    | Quercus rubra       | YES | NO | NO  | YES |  | 1      |    |    |
| 25                                                                                                                     | 25 | 21.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 88                                                                                                                     | 88  | 15.5 | RED OAK    | Quercus rubra       | YES | NO | NO  | YES |  | 1      |    |    |
| 26                                                                                                                     | 26 | 21.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 89                                                                                                                     | 89  | 20   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  | 4      |    |    |
| 27                                                                                                                     | 27 | 19   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 90                                                                                                                     | 90  | 21   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  | 4      |    |    |
| 28                                                                                                                     | 28 | 17   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 91                                                                                                                     | 91  | 18   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  | 4      |    |    |
| 29                                                                                                                     | 29 | 17   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 92                                                                                                                     | 93  | 14   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 30                                                                                                                     | 30 | 15.5 | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 4  |    | 93                                                                                                                     | 93  | 14   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 31                                                                                                                     | 31 | 17   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 4  |    | 94                                                                                                                     | 94  | 8.5  | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 2      |    |    |
| 32                                                                                                                     | 32 | 21   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 4  |    | 95                                                                                                                     | 95  | 11.5 | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 2      |    |    |
| 33                                                                                                                     | 33 | 16.5 | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 4  |    | 96                                                                                                                     | 96  | 21.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 34                                                                                                                     | 34 | 17   | CEDAR ELM  | Ulmus crassifolia   | YES | NO | NO  | YES |     |        | 1  |    | 97                                                                                                                     | 97  | 20.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 35                                                                                                                     | 35 | 12   | CEDAR ELM  | Ulmus crassifolia   | YES | NO | NO  |     |     |        | 1  |    | 98                                                                                                                     | 98  | 17   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 36                                                                                                                     | 36 | 15   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 4  |    | 99                                                                                                                     | 99  | 12   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 37                                                                                                                     | 37 | 17   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |     |        | 4  |    | 100                                                                                                                    | 100 | 18.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 38                                                                                                                     | 38 | 16.5 | CEDAR ELM  | Ulmus crassifolia   | YES | NO | NO  |     |     |        | 1  |    | 101                                                                                                                    | 101 | 19   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 39                                                                                                                     | 39 | 17.5 | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |     |        | 4  |    | 102                                                                                                                    | 102 | 8    | CEDAR ELM  | Ulmus crassifolia   | YES | NO | YES |     |  |        | 1  |    |
| 40                                                                                                                     | 40 | 19   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |     |        | 4  |    | 103                                                                                                                    | 103 | 7    | TEXAS ASH  | Fraxinus albicans   | YES | NO | YES |     |  |        | 1  |    |
| 41                                                                                                                     | 41 | 16.5 | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |     |        | 4  |    | 104                                                                                                                    | 104 | 16.5 | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 42                                                                                                                     | 42 | 13.5 | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |     |        | 4  |    | 105                                                                                                                    | 105 | 15   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 43                                                                                                                     | 43 | 15   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |     |        | 4  |    | 106                                                                                                                    | 106 | 14   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 4      |    |    |
| 44                                                                                                                     | 44 | 18   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |     |        | 4  |    | 107                                                                                                                    | 107 | 7    | CEDAR ELM  | Ulmus crassifolia   | YES | NO | NO  |     |  | 1      |    |    |
| 45                                                                                                                     | 45 | 7    | CEDAR ELM  | Ulmus crassifolia   | YES | NO | NO  | YES |     |        | 1  |    | 108                                                                                                                    | 108 | 10   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 2      |    |    |
| 46                                                                                                                     | 46 | 8    | CEDAR ELM  | Ulmus crassifolia   | YES | NO | NO  | YES |     |        | 1  |    | 109                                                                                                                    | 109 | 6.5  | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 2      |    |    |
| 47                                                                                                                     | 47 | 18   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 110                                                                                                                    | 110 | 7    | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  | 2      |    |    |
| 48                                                                                                                     | 48 | 17   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 111                                                                                                                    | 111 | 7.5  | TEXAS ASH  | Fraxinus albicans   | YES | NO | NO  |     |  | 1      |    |    |
| 49                                                                                                                     | 49 | 16   | PECAN      | Carya illinionensis | YES | NO | YES |     |     |        |    | 1  | 112                                                                                                                    | 112 | 10   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 50                                                                                                                     | 50 | 9.5  | BLACK JACK | Quercus marilandica | YES | NO | YES |     |     |        |    | 1  | 113                                                                                                                    | 113 | 8    | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 51                                                                                                                     | 51 | 13   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 114                                                                                                                    | 114 | 11   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 52                                                                                                                     | 52 | 9.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 115                                                                                                                    | 115 | 13.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 53                                                                                                                     | 53 | 17.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 116                                                                                                                    | 116 | 8    | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 54                                                                                                                     | 54 | 15   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 117                                                                                                                    | 117 | 9.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 55                                                                                                                     | 55 | 14   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 118                                                                                                                    | 118 | 6.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 56                                                                                                                     | 56 | 19   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 119                                                                                                                    | 119 | 7.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 57                                                                                                                     | 57 | 17   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 120                                                                                                                    | 120 | 11   | TEXAS ASH  | Fraxinus albicans   | YES | NO | YES |     |  |        | 1  |    |
| 58                                                                                                                     | 58 | 14   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 121                                                                                                                    | 121 | 9    | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 59                                                                                                                     | 59 | 9.5  | CEDAR ELM  | Ulmus crassifolia   | YES | NO | YES |     |     |        |    | 1  | 122                                                                                                                    | 122 | 10.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 60                                                                                                                     | 60 | 13   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 123                                                                                                                    | 123 | 7.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 61                                                                                                                     | 61 | 15.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 124                                                                                                                    | 124 | 14.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 62                                                                                                                     | 62 | 15   | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 125                                                                                                                    | 125 | 6.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
| 63                                                                                                                     | 63 | 18.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |     |        |    | 1  | 126                                                                                                                    | 126 | 8.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |        | 1  |    |
|                                                                                                                        |    |      |            |                     |     |    |     |     |     | TOTAL: | 63 | 41 |                                                                                                                        |     |      |            |                     |     |    |     |     |  | TOTAL: | 90 | 30 |

|    |    |      |            |                     |     |    |     |     |  |  |   |   |
|----|----|------|------------|---------------------|-----|----|-----|-----|--|--|---|---|
| 64 | 64 | 16   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |  |   | 1 |
| 65 | 65 | 15.5 | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |  |   | 1 |
| 66 | 66 | 8    | BLACK JACK | Quercus marilandica | YES | NO | YES |     |  |  |   | 1 |
| 67 | 67 | 9.5  | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |  |   | 1 |
| 68 | 68 | 20   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |  |   | 1 |
| 69 | 69 | 20   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |  |   | 1 |
| 70 | 70 | 8.5  | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  |  | 2 |   |
| 71 | 71 | 16   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  |  | 4 |   |
| 72 | 72 | 10   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  |  | 2 |   |
| 73 | 73 | 19.5 | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  |  | 4 |   |
| 74 | 74 | 14   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  |  | 4 |   |
| 75 | 75 | 19.5 | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  |  | 4 |   |
| 76 | 76 | 15.5 | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  |  | 4 |   |
| 77 | 77 | 12   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  |  | 2 |   |
| 78 | 78 | 7    | CEDAR ELM  | Ulmus crassifolia   | YES | NO | NO  | YES |  |  | 1 |   |
| 79 | 79 | 18.5 | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  |  | 4 |   |
| 80 | 80 | 15   | POST OAK   | Quercus stellata    | YES | NO | NO  | YES |  |  | 4 |   |
| 81 | 81 | 11   | POST OAK   | Quercus stellata    | YES | NO | NO  |     |  |  | 2 |   |
| 82 | 82 | 10   | POST OAK   | Quercus stellata    | YES | NO | YES |     |  |  |   | 1 |
| 83 | 83 | 15   | TEXAS ASH  | Fraxinus albicans   | YES | NO | NO  | YES |  |  | 1 |   |
| 84 | 84 | 14   | TEXAS ASH  | Fraxinus albicans   | YES | NO | NO  | YES |  |  | 1 |   |
| 85 | 85 | 20   |            |                     |     |    |     |     |  |  |   |   |







|        |   |
|--------|---|
| TOTAL: | 8 |
|--------|---|

**TOTAL:**

( T1.3



**LAKESIDE CENTER**  
**LAKESIDE CORPORATE CENTER**  
**Lot 1-2X, Block A**  
**10.056 Acres**  
in the  
J. Tannahill Survey, Abstract No. 1252  
J. Knight Survey, Abstract No. 692  
Town of Flower Mound  
Denton County, Texas  
Tarrant County, Texas

# TREE SURVEY

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION.  
PURPOSE: REGISTERED LANDSCAPE  
JAMESON PINSON LANDSCAPE ARCHITECTS, P.A.  
DATED 6/4/2019

|                     |
|---------------------|
| Drawn By: LD        |
| Date: 03/04/2019    |
| Scale:              |
| Revisions:          |
| 04/01/2019          |
| 04/29/2019 DD PLANS |
| 05/03/2019          |
| 05/28/2019          |

**18164**

### T1.3

**LAKESIDE CENTER**



| LIST # | TREE # | CAL. INCH | COMMON NAME  | BOTANICAL NAME             | PROTECTED | SPECIMEN | REMOVED | CANOPY DIA. | PRESERVATION AREA | REMARKS       | CREDITS | DEBITS |
|--------|--------|-----------|--------------|----------------------------|-----------|----------|---------|-------------|-------------------|---------------|---------|--------|
| 377    | 373    | 12        | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | YES     |             |                   |               |         | 1      |
| 378    | 374A   | 11.5      | AMERICAN ELM | <i>Ulmus americana</i>     | YES       | NO       | NO      |             |                   |               | 1       |        |
| 379    | 374    | 13.5      | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | NO      |             |                   |               | 1       |        |
| 380    | 375    | 12        | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 381    | 376    | 8         | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 382    | 377A   | 10        | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             |                   |               | 2       |        |
| 383    | 377    | 7         | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             | YES               |               | 2       |        |
| 384    | 378A   | 9         | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             |                   |               | 2       |        |
| 385    | 378    | 8         | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             | YES               |               | 2       |        |
| 386    | 379A   | 10.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             |                   |               | 2       |        |
| 387    | 379    | 8         | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             | YES               |               | 2       |        |
| 388    | 380A   | 6.5       | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             |                   |               | 2       |        |
| 389    | 381    | 6.5       | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             | YES               |               | 2       |        |
| 390    | 381A   | 8         | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             |                   |               | 2       |        |
| 391    | 381    | 13.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             | YES               |               | 4       |        |
| 392    | 382A   | 12.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             |                   |               | 2       |        |
| 393    | 382    | 9         | BLACK JACK   | <i>Quercus marilandica</i> | YES       | NO       | NO      |             | YES               |               | 1       |        |
| 394    | 383    | 6.5       | CEDAR ELM    | <i>Ulmus crassifolia</i>   | YES       | NO       | YES     |             |                   |               |         | 1      |
| 395    | 384    | 10.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 396    | 385    | 12        | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 397    | 386    | 6         | CEDAR ELM    | <i>Ulmus crassifolia</i>   | YES       | NO       | YES     |             |                   |               |         | 1      |
| 398    | 387    | 14.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 399    | 388    | 7         | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | YES     |             |                   |               |         | 1      |
| 400    | 389    | 16.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 401    | 390    | 7.5       | BLACK JACK   | <i>Quercus marilandica</i> | YES       | NO       | YES     |             |                   |               |         | 1      |
| 402    | 391    | 6         | RED OAK      | <i>Quercus rubra</i>       | YES       | NO       | YES     |             |                   |               |         | 1      |
| 403    | 392    | 8         | BLACK JACK   | <i>Quercus marilandica</i> | YES       | NO       | YES     |             |                   |               |         | 1      |
| 404    | 393    | 18        | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | YES     |             |                   |               |         | 1      |
| 405    | 394    | 7         | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | NO      |             |                   |               | 1       |        |
| 406    | 395    | 12        | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | NO      |             |                   |               | 1       |        |
| 407    | 396    | 6.5       | CEDAR ELM    | <i>Ulmus crassifolia</i>   | YES       | NO       | NO      |             |                   |               | 1       |        |
| 408    | 397    | 12        | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 409    | 398    | 7         | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 410    | 399    | 6.5       | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   |               |         | 1      |
| 411    | 400    | 21        | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             |                   |               | 4       |        |
| 412    | 401    | 6.5       | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | NO      |             |                   |               | 1       |        |
| 413    | 402    | 6         | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | NO      |             |                   |               | 1       |        |
| 414    | 403    | 7         | TEXAS ASH    | <i>Fraxinus albicans</i>   | YES       | NO       | YES     |             |                   |               |         | 1      |
| 415    | 802    | 23        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 34'         | YES               |               | 6       |        |
| 416    | 803    | 24.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 36'         | YES               |               | 6       |        |
| 417    | 804    | 27        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | YES     | 40'         |                   |               |         | 18     |
| 418    | 805    | 21.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             | YES               |               | 4       |        |
| 419    | 1915   | 22        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 33'         | NO                |               | 6       |        |
| 420    | 1918   | 22        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 30'         | YES               |               | 6       |        |
| 421    | 1919   | 23        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 34'         | YES               |               | 6       |        |
| 422    | 1920   | 25        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 37'         | YES               |               | 6       |        |
| 423    | 1922   | 29        | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | NO      |             | YES               | MULTI-TRUNK   | 6       |        |
| 424    | 1923   | 28        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 42'         | YES               |               | 6       |        |
| 425    | 1925   | 29.5      | POST OAK     | <i>Quercus stellata</i>    | YES       | NO       | YES     |             |                   | MULTI-TRUNK   |         | 1      |
| 426    | 1926   | 19.5      | CEDAR ELM    | <i>Ulmus crassifolia</i>   | YES       | YES      | NO      | 29'         |                   |               | 4       |        |
| 427    | 1928   | 26        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 39'         | YES               |               | 6       |        |
| 428    | 1929   | 18.5      | BLACK JACK   | <i>Quercus marilandica</i> | YES       | NO       | NO      |             |                   |               | 0       |        |
| 429    | 1930   | 23        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 35'         | YES               |               | 6       |        |
| 430    | 1931   | 23        | POST OAK     | <i>Quercus stellata</i>    | YES       | YES      | NO      | 35'         | YES               |               | 6       |        |
|        |        |           |              |                            |           |          |         |             |                   | <b>TOTAL:</b> | 110     | 37     |

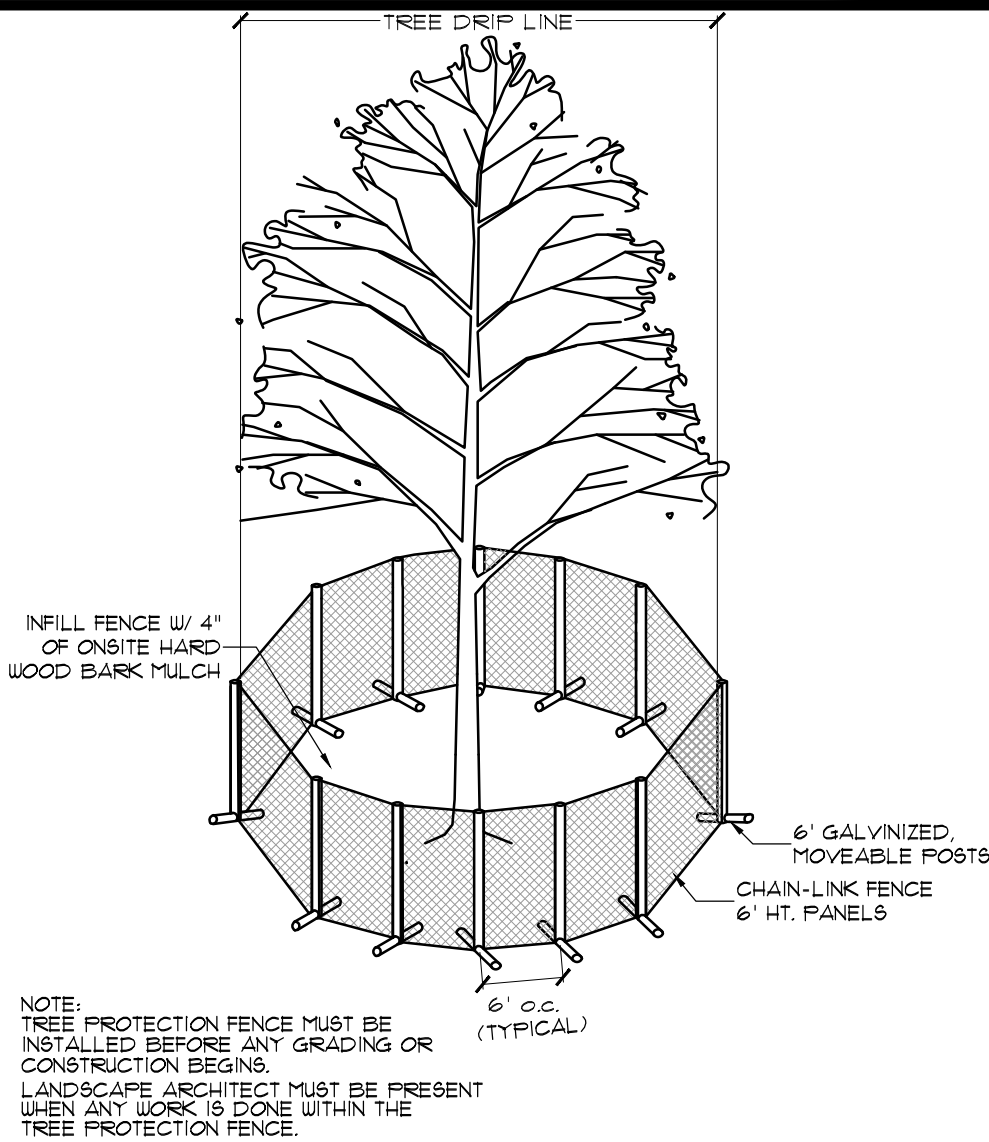
TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
  - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
  - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
  - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
  - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
  - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
  - 2) All trees within the project area shall be pruned to:
    - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter
    - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
    - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
    - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
  - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
  - 4) No more than 20 percent of live foliage shall be removed from any tree.
  - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
  - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
  - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
  - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
  - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
  - 2) Fences shall be erected to protect trees to be preserved prior ro construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
  - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written perission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
  - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
  - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
  - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
  - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
  - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken, Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
  - 9) Any grading, construction, demolition, or other work that in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified

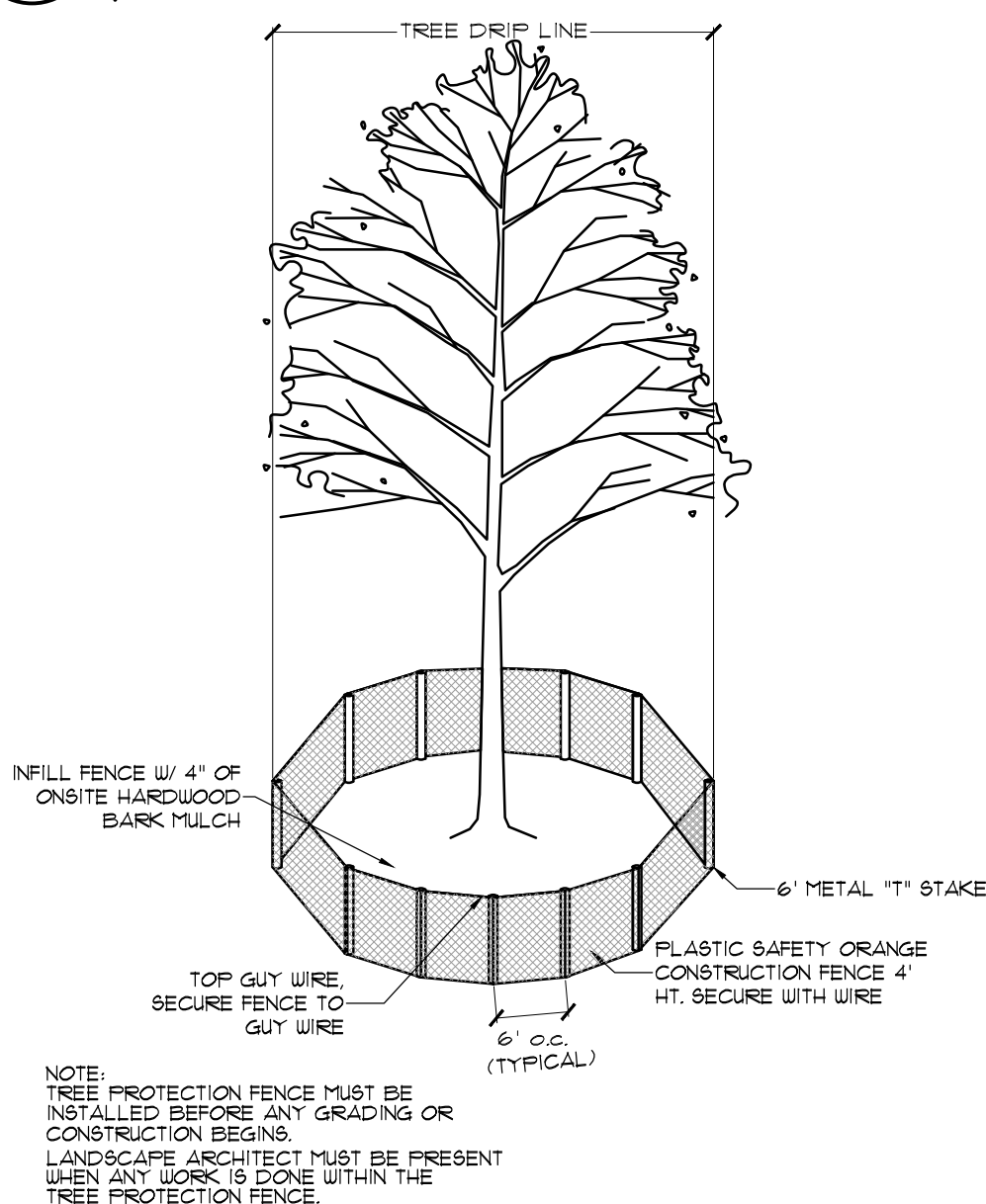
TREE MITIGATION TABLE

|                                                    |                   |
|----------------------------------------------------|-------------------|
| Total # of specimen trees:                         | 12                |
| Specimen trees to be removed:                      | 1                 |
| Specimen tree credits (less PO):                   | 4                 |
| Specimen tree mitigation (2X cal. Inches removed): | 54                |
| Protected trees:                                   | 416               |
| Protected tree mitigation:                         | 284               |
| Protected tree credits (less PO)                   | 43                |
| Credits for Post Oak tree preserved w/in B.A.:     | 330               |
| Total required tree mitigation                     | -75               |
| Total provided 3" cal. Mitigation trees            | 0 (3" cal.) trees |

\*\*\*NOTE: NO MITIGATION REQUIRED.



1. SPECIMEN TREE PROTECTION FENCING 1/4"=1'



2. TREE PROTECTION FENCING 2' NTS

\*\*\*NOTES:

- SPECIMEN TREES TO BE TREATED WITH A 12–12–12 FERTILIZER AND IBE (0.25%)(INDOLE–3–BUTYRIC ACID) AND MYCORRHIZAL INOCULATE (0.05%) AND AQUA SORB (5.0%) WITHIN 1 WEEK OF ROUGH GRADING.

–FOLLOW UP WITH THE SAME TREATMENT 6 MONTHS LATER.  
RATES AND MEANS OF APPLICATION PER MANUFACTURER.

–RECOMMENDED MANUFACTURER TO BE TREE NUTRI, OR APPROVED  
EQUAL.

- LIME STABILIZATION IS NOT PERMITTED WITH IN 20' OF SHOWN TREE CANOPY.

- IF WORK IS REQUIRED WITH IN THE LIMITS OF THE TREE PROTECTION FENCE CONTACT THE ENVIRONMENTAL REVIEW SPECIALIST, JAMES HOFERT, WITH THE TOWN OF FLOWER MOUND AT 972–874–6352 FOR FENCE ADJUSTMENT APPROVAL.

- IF ROOTS 2" DIAMETER OR GREATER ARE DAMAGED DURING CONSTRUCTION THEN ROOT PRUNING IS REQUIRED.

- NO MACHINERY OR HEAVY EQUIPMENT IS ALLOWED UNDER SPECIMEN TREE CANOPIES.

- FOR TREE PROTECTION FENCE STAKING CONTACT G&A CONSULTANTS.

- RETAINING WALLS ARE REQUIRED TO BE CONSTRUCTED AND BACKFILLED WITHIN 30 DAYS OF INITIAL GRADING.

- TREES, 2" CAL. OR LARGER, WITHIN THE TREE PROTECTION FENCE, WHETHER SHOWN OR NOT, SHALL BE PRESERVED.

- THE NATURAL CREEK ZONE UNDERSTORY AND WITHIN SPECIMEN TREE PROTECTION FENCE TO BE SELECTIVELY CLEARED-REMOVE TREES LESS THAN 2" CALIPER, VINES, SHRUBS, SAPLINGS, AND UNDERGROWTH. UNDERSTORY TO BE CLEARED WITH HAND HELD EQUIPMENT ONLY. NO HEAVY MACHINERY PERMITTED IN THIS ZONE. LEAF LITTER SHOULD BE REMOVED FOR SEEDED AREAS FOR HABITAT RE-ESTABLISHMENT.

OWNER/DEVELOPER  
FM 2499 VENTURE, LLC  
809 LAKE CAROLYN PARKWAY, SUITE 150  
IRVING, TX 75039  
Ph. 469-533-4137  
Contact: MR. ALEXANDER BROWN

The John R. McAdams Company, Inc.  
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TBP#: 19762 TBP#: 0104440  
www.mcadamsco.com

LAKESIDE CENTER  
LAKESIDE CORPORATE CENTER  
Lot 1-2X, Block A  
10056 Acres  
In the  
J. TANNAMILL SURVEY, ABSTRACT NO. 1852  
J. KNIGHT SURVEY, ABSTRACT NO. 682  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS  
TARRANT COUNTY, TEXAS

TREE SURVEY

PRELIMINARY PLANS  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR PROPOSED LANDSCAPE  
CONSTRUCTION. NO PERMIT FOR CONSTRUCTION  
SHALL BE ISSUED WITHOUT THE SIGNATURE OF THE  
REGISTERED LANDSCAPE ARCHITECT.  
JAMES HOFERT  
STATE OF TEXAS  
2826  
DATED 6/4/2019

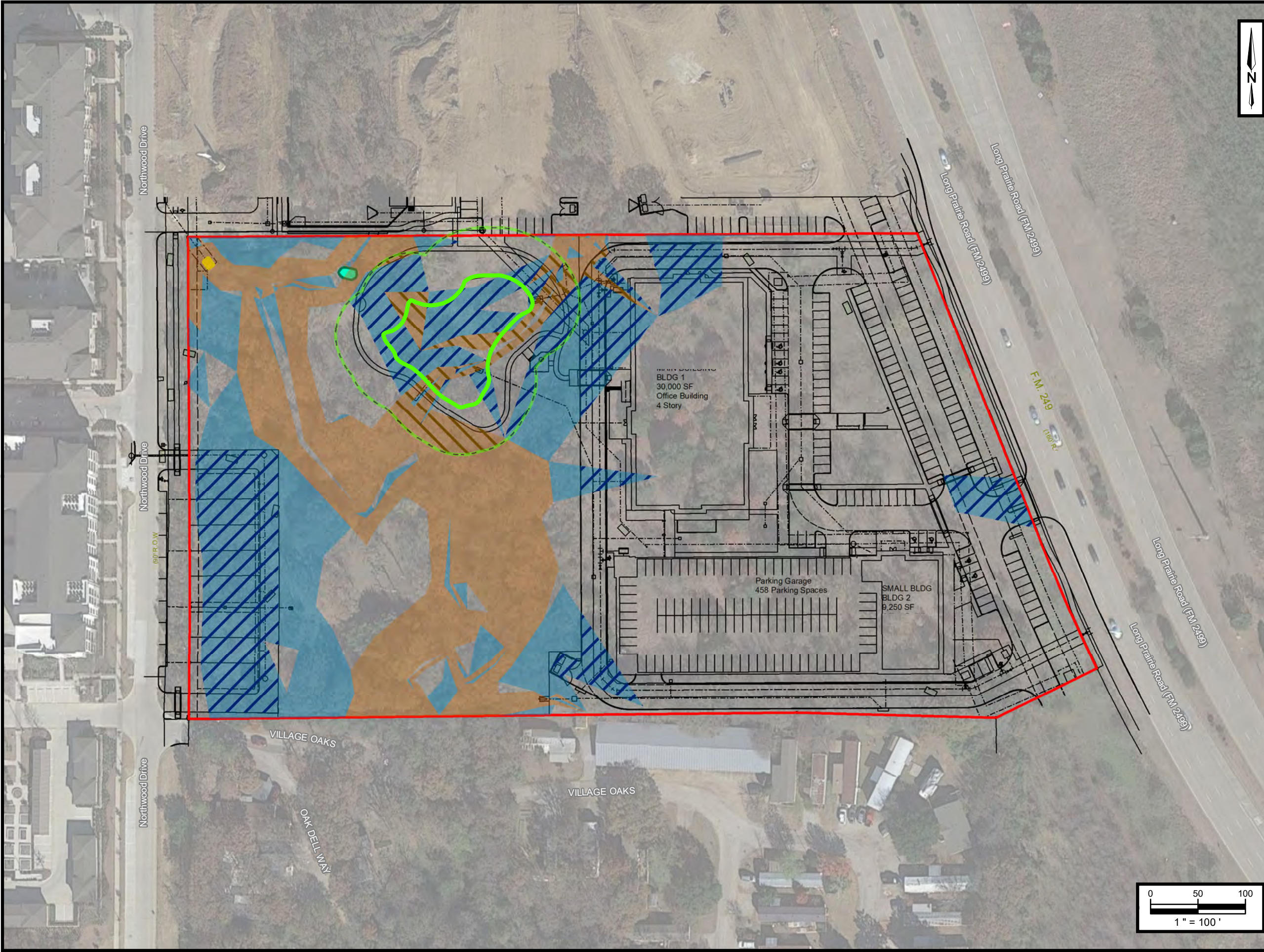
# 2816

Drawn By: LD  
Date: 03/04/2019  
Scale:  
Revisions:  
04/01/2019  
04/29/2019 DD PLANS  
05/03/2019  
05/28/2019

18164

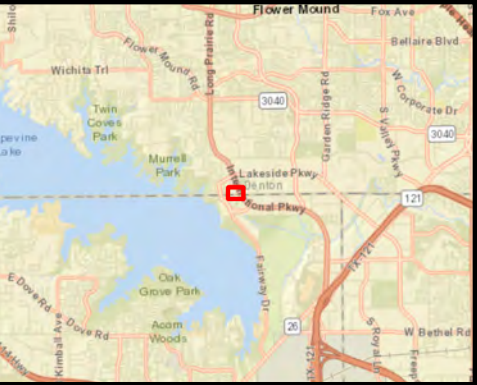
T1.4





**LEGEND:**

- Proposed Retention Pond
- 50-Foot Radius of Proposed Retention Pond
- Impacted Area of Slope - 5% to <12%
- Impacted Area of Slope - 12% or Greater
- Area of Slope - 12% or Greater
- Area of Slope - 5% to <12%
- Drop Pool
- Culvert
- Site Boundary



**Apex Companies, LLC**  
 13640 Briarwick Dr., Suite 110  
 Austin, Texas 78726  
 Phone: (512) 250-2600  
[www.apexcos.com](http://www.apexcos.com)

**G&A Consultants**  
**Lakeside Center**  
 NEC of Long Prairie Road and Village Oaks Trail  
 Flower Mound, Denton County, Texas

Project No. 725050942006

**FIGURE 4**  
**Topographic Slope Protection Map**

Service Layer Credits:  
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## TOWN COUNCIL AGENDA ITEM NO. 12

### REGULAR ITEM

**DATE:** June 17, 2019

**FROM:** Andrea Roy, Director of Economic Development

**ITEM:** Consider consent to an amended security agreement and collateral assignment of the Chapter 380 Agreement between the Town of Flower Mound and FM 2499 Office Venture, LLC, (converted to FM 2499 Office Venture, LP) to First United Bank and Trust Company, and authorization for the Mayor to execute same on behalf of the Town.

---

**BACKGROUND INFORMATION:** This item is for consideration of an amended security agreement and collateral assignment of the Chapter 380 Agreement with FM 2499 Office Venture, LLC (converted to FM 2499 Office Venture LP) to First United Bank and Trust Company.

On May 6, 2019, the Town approved the subject security agreement and collateral assignment of the Chapter 380 Agreement between the Town & FM 2499 Office Venture to First United Bank and Trust Company. However, the loan amount noted in the document was indicated as \$25,170,202 and has since been revised to \$26,934,503. This change requires Council approval. No other changes have been made to the document.

On April 16, 2018, the Town approved the Chapter 380 Agreement between the Town and FM 2499 Office Venture, LLC for the development of a 10-acre site on the west side of Long Prairie Road, known as Lakeside Corporate Center. In exchange for an estimated \$32.5 million in capital investment for the construction of approximately 120,000 sq. ft. and 18,500 sq. ft. of speculative office space, the Town provided a 5-year, 50% real property grant, a grant equal to 100% of impact fees, a building permit fee waiver, an infrastructure grant for off-site improvements (not to exceed \$100,000), and a monthly debt service guarantee to be provided to the developer's lender, as needed for the first three years.

The security agreement and collateral assignment has been requested by representatives of FM 2499 Office Venture as a requirement associated with the loan through First United Bank and Trust Company, the lender. The assignment will assign the financial benefits associated with the Chapter 380 Agreement to the Lender for the term of the Loan. The subject assignment will in no way impact the terms, obligations, or performance measures noted within the approved Chapter 380 Agreement.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

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

**ATTACHMENTS:**

1. Amended Security Agreement

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

**SECURITY AGREEMENT**

**FM 2499 OFFICE VENTURE, LP,  
a Texas limited partnership**

**909 Lake Carolyn Parkway, Suite 150**

**Irving, Texas 75039**  
(hereafter called "Borrower")

**FIRST UNITED BANK AND TRUST  
COMPANY**

**6401 South Custer Road, Suite 100**

**McKinney, Texas 75070**  
(hereafter called "Lender")

The Lender and Borrower agree as follows:

**SECTION I. CREATION OF SECURITY INTEREST.**

In order to secure a promissory note of even date herewith in the original principal amount of **Twenty-Six Million Nine Hundred Thirty-Four Thousand Five Hundred Three and 00/100 Dollars (\$26,934,503.00)** executed by Borrower and made payable to Lender and all other indebtedness and liabilities of all kinds of Borrower to Lender, and interest thereon (whether evidenced by a promissory note or by other evidence of indebtedness, including overdrafts, whether created indirectly or acquired by Lender indirectly by assignment or otherwise, and whether now existing or hereafter arising, absolute or contingent, joint and/or several, due or to become due, primary or secondary, purchase money and nonpurchase money, including obligations of performance, and all renewals, extensions and rearrangements thereof), hereafter referred to as "Obligations," Borrower grants to Lender a security interest in that certain Chapter 380 Agreement dated May 3, 2018 by and between Borrower and The Town of Flower Mound, together with all of the proceeds therefrom and instruments and all documents representing any of the foregoing (the "Collateral").

**SECTIONS II. BORROWER'S REPRESENTATIONS AND WARRANTIES.**

Borrower Represents and Warrants to Lender that:

(1) The office where Borrower's records are kept concerning the accounts is located at 909 Lake Carolyn Parkway, Suite 150, Irving, Texas 75039;

(2) Borrower is duly organized and existing under the laws of the State of Texas and is duly qualified and in good standing in every other State in which it is doing business; and the execution, delivery, and performance of this Agreement and the Obligations secured hereby are within Borrower's partnership powers, have been duly authorized, are not in contravention of law or the terms of Borrower's partnership agreement, or of any indenture, agreement, or undertaking to which Borrower is a party or by which it is bound;

(3) There is no lien, security interest, or other encumbrance on all or any part of the Collateral covered by this Agreement at the time of execution of this Agreement, nor is there any financing statement on file in Borrower's name which purports to cover any of the Collateral or the proceeds of any of the Collateral;

(4) Borrower's principal place of business is 909 Lake Carolyn Parkway, Suite 150, Irving, Texas 75039;

(5) All financial statements delivered to Lender at or prior to the execution of this Agreement, and all financial statements which may hereafter be delivered to Lender, fairly present

the financial condition and the results of Borrower's operations at the times and for the periods therein stated, and since the latest date covered by the most recent financial statements delivered prior to the execution of this Agreement there has been no adverse change in the financial condition, the operations, or any other status of Borrower;

(7) All information furnished to or to be furnished to Lender by or on behalf of Borrower concerning the Collateral and the proceeds thereof or in connection with the Obligations secured by this Agreement, is (or will be at the time the same is furnished) complete and accurate in all material respects;

(8) Each of Borrower's accounts and all papers and documents relating to the Collateral are (or will be at the time such accounts come into existence) genuine and in all respects what they purport to be.

### **SECTION III. BORROWER'S AFFIRMATIVE COVENANTS.**

Borrower Covenants and Agrees That Borrower Shall:

(1) Pay promptly when due (unless they are being contested in good faith) all taxes, assessments, costs, and expenses necessary to preserve, protect, collect, and maintain the Collateral; keep the Collateral free from other liens, security interests or other encumbrances; defend the Collateral if necessary against all claims and demands of all persons at any time claiming an interest therein adverse to Lender; file all tax returns and pay all taxes when due, and cause any and all liens for taxes to be properly released; and in the event of failure to do so, Borrower agrees that Lender may make expenditures for any or all such purposes (but is not obligated to do so), and the amount so expended together with interest thereon at 18% per annum shall constitute one of Borrower's Obligations to Lender secured by the security interest granted in Section I above, and any such expenditures by Lender will be repayable by Borrower on demand. Borrower hereby appoints Lender as Borrower's attorney-in-fact to enable Lender to act for Borrower in fulfilling all Borrower's responsibilities and exercising all of Borrower's rights under this Agreement for the purpose of preserving and protecting the Collateral and Lender's interest therein;

(2) Maintain at all times complete and accurate books and records covering the Collateral. Immediately upon the execution of the agreement, Borrower shall mark all books and records with an entry showing the collateral assignment to Lender of all proceeds of the Collateral to Lender, and Lender is hereby given the right and privilege of auditing the books and records of Borrower relating to the Collateral and inspecting Borrower's business locations and operations at any reasonable time Lender deems proper;

(3) Without hindrance or delay, furnish reports, schedules of aged accounts receivable, data, and financial statements, including audits by independent public accountants, in respect of its business and financial conditions, as Lender may reasonably require;

(4) Join with Lender in executing a financing statement, notice, affidavit, or any similar instruments which Lender deems necessary or advisable to establish or maintain its security interest in a form satisfactory to Lender together with such other instruments as Lender may from time to time reasonably request and pay all costs of filing same in any public office or offices deemed advisable by Lender; and

(5) Immediately notify Lender of any event causing loss or diminution in value of any of the Collateral and the amount of such loss or depreciation.



#### **SECTION IV. COLLECTION PROCEDURES.**

(1) Borrower shall, as Lender's agent, receive all payments (hereafter called "Payment Items") representing the proceeds of Collateral covered by this Agreement. Borrower shall, at Borrower's own expense, take all reasonable and appropriate steps when necessary to enforce the collection of the contracts which comprise the Collateral;

(2) Immediately upon receipt, Borrower shall deposit all Payment Items in a special bank account. These Payment Items shall be deposited in the same form as received except for the addition of Borrower's endorsement or assignment where necessary to permit collection of the items, which endorsement or assignment Borrower agrees to give (and in this connection, Borrower waives presentment, demand, notice of dishonor, protest, and all other notices related thereto), and in the event Borrower fails to do so, Lender will have the authority to endorse the Payment Items on Borrower's behalf. Borrower agrees that Borrower shall not commingle any such Payment Items with any of Borrower's other funds or property but shall hold them separate and apart therefrom upon an express trust for Lender;

(3) At any time requested by Lender and from time to time, Borrower shall deliver to Lender a complete status report on all Payment Items and any other matters as Lender may specify. Further, if Lender so requests, and after the occurrence of an Event of Default under the above-described promissory note or any instrument evidencing or securing same, Borrower, at Borrower's own expense, shall direct that the payments are to be made directly to Lender, and Borrower shall indicate on all payment applications to such account debtors that the payments are payable directly to Lender. If Lender so elects, and after the occurrence of an Event of Default under the above-described promissory note or any instrument evidencing or securing same, Lender may itself, at Borrower's expense, direct that the payments be made directly to Lender. Lender is authorized to enforce the collection of the payments under the Collateral by any appropriate means it deems necessary;

(4) The Town of Flower Mound, Texas joins in this Security Agreement for the sole purpose of: (i) consenting to Lender's security interest in the Collateral; (ii) consenting to Borrower's assignment of the proceeds of the Collateral to Lender; and (iii) agreeing to forward proceeds of the Collateral directly to Lender, in a manner reasonably requested by Lender. BORROWER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE TOWN OF FLOWER MOUND, TEXAS FROM AND AGAINST ANY AND ALL COSTS, EXPENSE, LIABILITY AND OTHER DAMAGES WHICH THE TOWN MAY INCUR OR SUSTAIN BY REASON OF ITS ADHERENCE TO THE PROVISIONS OF THIS SECURITY AGREEMENT, INCLUDING (WITHOUT LIMITATION) THE REQUIREMENTS TO MAKE PAYMENTS OF THE COLLATERAL DIRECTLY TO LENDER AS PROVIDED ABOVE.

#### **SECTION V. BORROWER'S NEGATIVE COVENANTS.**

Borrower Covenants and Agrees That Without Authorization from Lender, Borrower Shall Not:

(1) Change Borrower's principal place of business to an address different from that shown at the beginning of this Agreement;

(2) Move the records concerning Borrower's accounts to any office having an address different from that shown in Paragraph "(1)" of Section II;

(3) Agree to any material modification of the terms of any of the contracts which comprise the Collateral;

(4) Allow to be filed in any public office any financing statement in Borrower's name covering the Collateral;

(5) Sell, assign, exchange, encumber or otherwise dispose of any part or all of the Collateral or any of Borrower's rights therein or under this Agreement;

(6) Assert any claims or defenses Borrower may have against Lender's assignee, it being understood that Lender may assign any part or all of Borrower's Obligations and this Security Agreement to an assignee who will be entitled to all of the rights, privileges, and remedies granted in this Agreement to Lender; and

(7) Create or permit the existence of any lien or security interest in any of the Collateral other than the security interest created hereby.

## **SECTION VI. EVENTS OF DEFAULT.**

Each of the following events shall constitute a Default:

(1) Default in the timely payment of any installment of principal and interest under any of the Obligations or in the performance of any covenant or provision of any writings evidencing such Obligations (the "Loan Documents").

(2) Borrower, or any Guarantor, shall: (a) execute an assignment for the benefit of creditors or take any action in furtherance thereof; or (b) admit in writing his inability to pay his debts generally as they become due; or (c) as a debtor, file a petition, case, proceeding, or other action pursuant to, or voluntarily seek the benefit or benefits of any debtor relief law or take any action in furtherance thereof; or (d) seek, acquiesce in, or suffer the appointment of a receiver, trustee, or custodian of Borrower, any Guarantor, the Collateral, in whole or in part, or any significant portion of other property belonging to Borrower or any Guarantor that affects performance under the Obligations; or (e) voluntarily become a party to any proceeding seeking to effect a suspension or having the effect of suspending any of the rights of Lender or the Trustee granted or referred to in the Loan Documents or take any action in furtherance thereof.

(3) The filing of a petition, case, proceeding, or other action against Borrower, or any Guarantor, as a debtor under any debtor relief law; or seeking appointment of a receiver, trustee, or custodian of Borrower, or any Guarantor, or of any property described in the Loan Documents or any part thereof, or of any significant portion of other property belonging to Borrower or any Guarantor, that affects its ability to perform under the Obligations, or seeking to effect a suspension or having the effect of suspending any of the rights of Lender or the Trustee granted or referred to in the Loan Documents, and: (a) Borrower or any Guarantor admits, acquiesces in, or fails to contest the material allegations thereof; or (b) the petition, case, proceeding, or other action results in entry of an order for relief or order granting the relief sought against Borrower or any Guarantor; or (c) the petition, case, proceeding, or other action is not permanently dismissed on or before the earliest of trial thereon or sixty (60) days next following the date of its filing.

(4) The discovery by Lender that any warranty, covenant, or representation made to Lender by or on behalf of Borrower or any Guarantor is false, misleading, erroneous, or breached in any material respect.

(5) A Default shall not be an Event of Default if (i) the Default is of a monetary nature and is cured within ten (10) days following the delivery of or two business days after the mailing of written notice from Lender to Borrower's most current address as reflected in Lender's business

records specifying the existence of any such monetary Default, and (ii) if a non-monetary Default, it is cured within thirty (30) days following the delivery of or two business days after the mailing of written notice from Lender to Borrower's most current address as reflected in Lender's business records specifying the existence of any such non-monetary Default. If such Default is not cured within the respective ten (10) or thirty (30) day period, the Default shall be an Event of Default without need of any further notice or action by Lender.

## **SECTION VII. LENDER'S RIGHTS IN EVENT OF DEFAULT.**

(1) Upon the occurrence of any Event of Default, and at any time thereafter, Lender may, without notice to or demand upon Borrower (Borrower hereby expressly waives all notices, demands for payment, presentations for payment, notice of intention to accelerate the maturity and actual acceleration of maturity, protest and notice of protest as to the Obligations), exercise its right to declare all Obligations secured by the security interest created herein to be immediately due and payable, in which case Lender will have all rights and remedies granted by law and particularly by the Texas Business and Commerce Code, including, but not limited to, immediate possession of all books and records evidencing the Collateral, and may (as long as no breach of peace occurs) enter into any of Borrower's premises where any of the Collateral may be or is supposed to be, and, without notice or demand and without any legal proceedings, take possession, remove, keep and store any such books and records that pertain to the Collateral. Lender may also require Borrower to provide all books and records relating to the Collateral and make them available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. Lender will send Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed, postage prepaid, to Borrower at the address designated at the beginning of this Agreement at least five days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Lender will be entitled to recover reasonable attorneys' fees and legal expenses as provided for in this Agreement and in the writings evidencing said Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations themselves. Borrower will remain liable for any deficiency remaining after the sale or other disposition. Lender may at any time, in its discretion, transfer any of the Collateral or evidence thereof into its own name or that of its nominee and receive the proceeds therefrom. Lender may demand, collect, settle, compromise, adjust, sue for, or foreclose upon the Collateral, in its own name or in the name of Borrower, as Lender may determine. Lender shall not be liable for the failure to collect any account or enforce any contract right or for any act or omission on the part of the Lender, its officers, agents, or employees, except willful misconduct.

(2) No act, delay, omission, or course of dealing between Borrower and Lender including Lender's remedying of any Event of Default hereunder will constitute a waiver of any of Lender's rights or remedies under this Agreement. A waiver by Lender of any rights or remedies under the terms of this Agreement or with respect to any of Borrower's Obligations to Lender will not be a bar to the exercise of any right or remedy on any subsequent occasion.

(3) All rights and remedies of Lender hereunder are cumulative and may be exercised singly or concurrently, and the exercise of any one or more of them will not be a waiver of any other. It is expressly agreed and understood that the Lender's right to exercise its rights and remedies under the Texas Business and Commerce Code is not conditioned upon acceleration of



the maturity of the underlying Obligations, but only upon Borrower's default as defined above, notwithstanding anything herein to the contrary. Lender shall not be limited by any election of remedies if it chooses to judicially foreclose its security interest. The right to sell under the terms hereof shall exist cumulative with said judicial foreclosure and one method so resorted to shall not bar the other, but both may be exercised at the same or different times, nor shall one be a defense to the other. No waiver, change, modification or discharge of any of Lender's rights or Borrower's duties as so specified or allowed to be effective unless contained in a written instrument signed by Lender specifying such waiver, change, modification or discharge.

## **SECTION VIII. MISCELLANEOUS.**

(1) This Agreement and the security interest in the Collateral herein created will terminate when all Obligations secured hereby have been paid in full.

(2) Borrower releases Lender from all claims for loss or damage caused by any failure to collect any of the Collateral or by any act or omission on the part of Lender, its officers, agents, and employees except willful misconduct.

(3) The provisions of this Agreement are in addition to those contained in any writings evidencing the Obligations secured hereby, all of which will be construed as one instrument. In addition to the amounts provided for in said writings agreed to be paid by Borrower as reimbursement for Lender's attorneys' fees and legal expenses in the event of default, Borrower also agrees to pay Lender's reasonable attorneys' fees in enforcing and carrying out the covenants, terms, and conditions contained in this Security Agreement including Lender's right to undertake the collection of the Collateral as above provided. As used in this Agreement, "attorneys' fees" shall be defined as the reasonable value of the services of the attorneys employed by Lender from time to time to commence, defend, or intervene in any court proceeding, or to file a petition, answer, motion or other pleadings, or to take any other action in or with respect to any suit or proceeding (bankruptcy or otherwise) relating to the Collateral, this Agreement, or the Obligations, or to protect, collect, lease, sell, take possession of, or liquidate any of the Collateral, or to attempt to enforce any security interest in any of the Collateral. Said attorneys' fees, and any legal expenses, costs, and charges relating thereto, shall be additional Obligations of Borrower, payable on demand and secured by the Collateral.

(4) Any notice under this Agreement shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified mail, postage prepaid, directed to the addresses shown near the beginning of this Security Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address.

(5) The term "Borrower" as used in this Agreement will be construed as singular or plural to correspond with the number of persons executing this Agreement as Borrower. If more than one person executes this Agreement as Borrower, his, her, their, or its duties and liabilities under this Agreement will be joint and several. The terms "Lender" and "Borrower" as used in this Agreement include the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

(6) Where there are contained in this Agreement words or phrases which are defined in the Texas Business and Commerce Code, the Code definitions will control the meaning of the

Attach #1 – Amended Security Agreement FM 2499 Office Venture

words or phrases. A determination that any provision contained herein is unenforceable will have no effect on the validity of the remaining provisions.

(7) The law governing this secured transaction will be that of the State of Texas in force on the date of execution of this agreement. The Obligations contained in this Agreement (which require only the Borrower's signature to become enforceable) are performable in the county wherein Lender is located.

(8) Borrower waives the right to direct the application of any and all payments at any time or times hereafter received by Lender from Borrower, and Borrower hereby agrees that Lender shall have the continuing exclusive right to apply and reapply any and all payments received at any time or times hereafter against the Obligations in such manner as Lender may deem advisable.

(9) Borrower agrees that a carbon, photographic or other reproduction of this Agreement or Financing Statement may be filed as an original.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED effective the \_\_\_\_\_ day of June, 2019.

BORROWER:

FM 2499 OFFICE VENTURE, LP, a Texas  
limited partnership

BY: RCM GENPAR 2015, LLC, a Texas limited  
liability company, General Partner

BY: REALTY CAPITAL MANAGEMENT, LLC,  
a Texas limited liability company, Manager

BY: \_\_\_\_\_  
JAMES W. ARCHIE, II, Manager

BY: SC FM 2499 GP LLC, a Texas limited  
liability company, General Partner

BY: STAUBACH CAPITAL, LLC, a Texas  
limited liability company, Manager

BY: \_\_\_\_\_  
JEFF STAUBACH, Manager

[CONSENT SITUATED ON THE FOLLOWING PAGE]



Attach #1 – Amended Security Agreement FM 2499 Office Venture

CONSENT BY:

TOWN OF FLOWER MOUND, TEXAS

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PREPARED IN THE LAW OFFICE OF:

William David Keese, P.C.  
P.O. Box 1764  
Denison, Texas 75021-1764



## TOWN COUNCIL AGENDA ITEM NO. 13

### REGULAR ITEM

**DATE:** June 17, 2019

**FROM:** Andrea Roy, Economic Development Director

**ITEM:** **Public Hearing to consider approval of second amendment to the Chapter 380 Agreement between the Town of Flower Mound and Lakeside Crossing Land Partners, LP (previously Newstream Hotels & Resorts, LLC).**

**BACKGROUND INFORMATION:** The applicant, Lakeside Crossing Land Partners, is requesting Council's consideration of a second amendment to the approved Chapter 380 Agreement, in order to extend the performance deadlines noted within the agreement associated with the building permit application, building permit approval, completion of the hotel and the commercial buildings. The applicant has made the subject request due to delays resulting from negotiations with the prior hotel group (Hotel RL) falling through, the need to re-engage the hotel market, and conduct an additional hotel market study.

#### **Original Approval**

On July 17, 2017, the Town executed a Chapter 380 Agreement with Newstream Hotels & Resorts, LLC for the development of the 12-acre site on the west side of Long Prairie Road, south of the Long Prairie Road/Lakeside intersection, to be known as Lakeside Crossing. Lakeside Crossing will include: a 5-story, full-service, approx. 60,000 sq. ft. hotel with 125-140 rooms and suites; a full service restaurant providing 24-hour room service; and, approx. 4,000 sq. ft. of meeting space. The hotel was originally to be branded Unscripted (later Hotel RL and now Hotel Indigo). Newstream will also construct approximately 90,000 sq. ft. of restaurant, retail, and office space, as well as approx. 15 townhomes. Employment at full development is estimated at approx. 250-300 FTE's and total build out construction value is estimated at \$55 million. Site work is currently ongoing.

Chapter 380 Terms: The Chapter 380 Agreement provides for: a grant equal to 50% of real and business personal property taxes paid over a seven-year period; a grant equal to 50% of the City's 1% sales and use taxes received from purchases in the Town for all start-up/construction purchases, as well as initial furniture, fixtures, and equipment purchases for the hotel; a waiver of building permit fees; a 50% rebate of impact fees paid; and, a Hotel Occupancy Tax (HOT) rebate of 75% for years 1-5 and 50% rebate for years 6-10.

Developer/Hotelier Obligations: In exchange for the noted incentives, the developer will construct all noted improvements (hotel, office, restaurant, retail, and related infrastructure, drives, landscaping, etc.) in accordance with the noted deadlines. The applicant must also provide the Town with sufficient evidence indicating a capital investment of at least \$20,000,000 for the hotel. If at any point during the development, construction activity lapses and the applicant fails to obtain approval of required inspections within 180 days of one another, the agreement will be terminated.

#### **Assignment of the Agreement**

On September 19, 2017, the Town authorized assignment of the Chapter 380 Agreement from Newstream Hotels & Resorts, LLC to Lakeside Crossing Land Partners, LP. Soon thereafter, the Town Council approved a Collateral Assignment from Lakeside Crossing Land, LP to the project's lender, Spectrum Origination.

#### **First Amendment of the Agreement**

Most recently, on December 17, 2018, the Town authorized a first amendment to extend the performance deadlines within the Chapter 380 Incentive Agreement by approximately 7 ½ months, to allow the developer to complete negotiations with the new hotel brand, which was Hotel RL.

The amendment extended the deadline for the developer/hotelier to receive building permits for the hotel from December 31, 2018, to July 15, 2019, and the hotel completion deadline from June 3, 2020, to February 15, 2021. The remaining buildings would be required to be completed by no later than February 15, 2022, in lieu of the current deadline of June 30, 2021. Additionally, a May 15, 2019, deadline to submit the hotel plans to the Town for the building permit was added to the agreement. Also added was a stipulation that allows for Town use of the hotel's meeting space up to two times annually for the life of the agreement.

### **Current Request/Second Amendment**

The applicant has requested a four month extension on the performance deadlines related to following deliverables:

|                                   | <b>Original Approved Agrmnt.</b> | <b>Approved 1st Amendment</b> | <b>Current Request/ 2nd Amendment</b> |
|-----------------------------------|----------------------------------|-------------------------------|---------------------------------------|
| Hotel building permit application | N/A                              | May 15, 2019                  | September 15, 2019                    |
| Hotel building permit approval    | December 31, 2018                | July 15, 2019                 | November 15, 2019                     |
| Hotel construction completed      | June 30, 2020                    | February 15, 2021             | June 15, 2021                         |
| Other buildings completed         | June 30, 2021                    | February 15, 2022             | June 15, 2022                         |

Lastly, in exchange for such extensions, the term for the real and business personal property rebate will be reduced from seven (7) years to five (5) years. To confirm project progression, the applicant has provided the Town with proof of contracted architectural services for the hotel building design and correspondence from Hotel Indigo's parent company, InterContinental Hotels Group, indicating approval of the franchise application for this location.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the second amendment to the Chapter 380 Incentive Agreement as to form and legality.

### **ATTACHMENTS:**

1. 2<sup>nd</sup> Amendment to Lakeside Crossing Chapter 380 Agreement
2. Lakeside Crossing Chapter 380 Agreement
3. 1<sup>st</sup> Amendment to Lakeside Crossing Chapter 380 Agreement
4. Amendment Request Letter from Newstream Companies

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



## SECOND AMENDMENT TO CHAPTER 380 AGREEMENT

This Second Amendment to Chapter 380 Agreement (“Amendment”) is made and entered into by and between the Town of Flower Mound, Texas, a Texas home-rule municipality (“Town”), and Lakeside Crossing Land Partners, LP, a Texas limited partnership (“Owner”). Town and Owner are sometimes hereafter referred to individually as a “party” and collectively as the “parties.”

### WITNESSETH:

WHEREAS, the Town and Newstream Hotels & Resorts, LLC, a Texas limited liability company (“Newstream”) executed that certain Chapter 380 Agreement Between the Town of Flower Mound and Newstream Hotels & Resorts, LLC dated September 18, 2017 (the “Agreement” and attached hereto as Exhibit A); and

WHEREAS, Newstream assigned all of its interest in the Agreement to Owner by instrument dated January 10, 2019; and

WHEREAS, the Town and Owner executed a first amendment to the Agreement, dated May 14, 2019, which extended certain deadlines (the “First Amendment” and as attached hereto as Exhibit B); and

WHEREAS, the parties desire to further amend the Agreement as provided below.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Owner agree as follows:

1. Section 3.1 of the Agreement is amended to read as follows:

“3.1 Construction of Improvements.

(a) Company must (i) submit a full and complete building permit application for construction of the Hotel, as deemed acceptable by the Town, no later than September 15, 2019; and (ii) receive all necessary permits permitting construction of the Hotel from all applicable governmental authorities no later than November 15, 2019; and (iii) subject to events of Force Majeure, achieve Completion of Construction of Hotel on or before June 15, 2021.

(b) Subject to events of Force Majeure, Company must achieve Completion of Construction of remaining Improvements, identified as Buildings 2-7 on the site plan attached as Exhibit B on or before June 15, 2022.”

2. Sections 4.1 and 4.2 of the Agreement are amended to read as follows:

“4.1 Real Property Grants. For a period of five (5) years commencing on January 1 following the CO Date, the Town will provide an annual Real Property Grant to Company. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of (i) payment of the Grant Year Taxes; and (ii) a Payment Request.

“4.2 TPP Grants. For a term of five (5) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual TPP Grant to Company. Each annual TPP Grant is due

and payable by the Town forty-five (45) days after the Town receives the latter of: (i) payment of the TPP Tax; and (ii) a Payment Request.

3. All other terms and conditions of the Agreement and the First Amendment, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

4. The parties acknowledge that Owner and Spectrum Origination LLC, a Delaware limited liability company ("Lender") executed a Collateral Assignment of Development Agreement dated October 3, 2017 ("Collateral Assignment"), and by the terms of the Collateral Assignment, the Agreement may not be amended or supplemented in any manner whatsoever without the prior written consent of Lender. By its signature below, Lender consents to this Amendment. The parties further agree that this Amendment will not become effective until Lender has executed this Amendment.

TOWN OF FLOWER MOUND, TEXAS

By: \_\_\_\_\_  
Steve Dixon, Mayor

ATTEST:

\_\_\_\_\_  
Theresa Scott, Town Secretary

STATE OF TEXAS                   §  
                                             §  
COUNTY OF DENTON           §

The foregoing instrument was ACKNOWLEDGED before me on this \_\_\_\_\_, 2019, by Steve Dixon, the Mayor of the Town of Flower Mound, Texas, on behalf of said Town.

[S E A L]

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name of Notary Public

Attach #1 – 2<sup>nd</sup> Amend. Lakeside Crsg. Ch 380 Agrmnt.

OWNER:

LAKESIDE CROSSING LAND PARTNERS LP,  
a Texas limited partnership

By: Newstream Hotels and Resorts LLC,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was ACKNOWLEDGED before me on this \_\_\_\_\_, 2019,  
by \_\_\_\_\_, the \_\_\_\_\_ of  
Newstream Hotels and Resorts LLC, a Texas limited liability company, the General Partner of LAKESIDE  
CROSSING LAND PARTNERS LP, a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public



Attach #1 – 2<sup>nd</sup> Amend. Lakeside Crsg. Ch 380 Agrmnt.

For the limited purpose of consent,

LENDER:

SPECTRUM ORIGINATION LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was ACKNOWLEDGED before me on this \_\_\_\_\_, 2019,  
by \_\_\_\_\_, the \_\_\_\_\_ of  
Spectrum Origination LLC, a Delaware limited liability company, on behalf of said limited liability  
company.

[S E A L]

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

Attach #1 – 2<sup>nd</sup> Amend. Lakeside Crsg. Ch 380 Agrmnt.

**EXHIBIT A**

The Agreement

The full original Chapter 380 Agreement is shown as Attachment #2

Attach #1 – 2<sup>nd</sup> Amend. Lakeside Crsg. Ch 380 Agrmnt.

**EXHIBIT B**

The First Amendment

The full 1st Amendment is shown as Attachment #3



After Recording please mail to:  
 Town of Flower Mound  
 Town Secretary's Office  
 2121 Cross Timbers Road  
 Flower Mound, TX 75028

Attach #2 - Lakeside Crsg Ch 380 Agrmnt.

Town Secretary's Office  
 Official File Copy

**CHAPTER 380 AGREEMENT  
 BETWEEN THE TOWN OF FLOWER MOUND  
 AND  
 NEWSTREAM HOTELS & RESORTS, LLC**

This Chapter 380 Agreement ("Agreement") is made and entered into by and between the Town of Flower Mound, Texas ("Town"), and Newstream Hotels & Resorts, LLC a Texas limited liability company ("Company"), for the purposes and considerations stated below. Town and Company may sometimes hereafter be referred to individually as a "Party" or collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, Company owns an approximate 12-acre tract located within the Town; and

**WHEREAS**, Company intends to construct a mixed-use development consisting of hotel, restaurant, retail shopping, and office uses; and

**WHEREAS**, the Town seeks to incentivize the development; and

**WHEREAS**, the Town possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the Town; and

**WHEREAS**, the Town has determined that the incentives set forth in this Agreement will serve the public purpose of promoting local economic development, will diversify the economy of the state and Town, will eliminate unemployment and underemployment in the state and Town, and will enhance business and commercial activity within the Town; and

**WHEREAS**, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

**NOW THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
 DEFINITIONS**

The following words shall have the following meanings when used in this Agreement:

The terms "Agreement", "Town", "Company", "Parties", and "Party" shall have the meanings provided above.

"Building Final" means the approval of the final inspection issued by the Town certifying a building's compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant.

"Capital Investment" means the actual costs attributable to the construction of the Hotel and related infrastructure, including the actual construction costs of all buildings, site preparation, structures, infrastructure, utilities, landscaping and on-site improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, permit and inspection fees. It does not include insurance costs, marketing costs or any interest paid to finance the cost of Capital Investment.

"Certificate of Occupancy" means the document issued by the Town certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

"Cessation in Construction" means the amount of time between two approved Town required inspections has lapsed 180 days or more.

"CO Date" means the date the Hotel receives a Certificate of Occupancy.

"Commencement of Construction" means that: (i) the construction plans for the Hotel has been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits permitting construction of the Hotel have been issued by all applicable governmental authorities; and (iii) mobilization and grading or excavation of the Property has begun.

"Company Records" has the meaning as described in Section 3.7.

"Completion of Construction" means that the Town has issued a Certificate of Occupancy.

"Development" means the development as shown on the attached Exhibit "B". The Development does not include any residential lots or structures.

"Effective Date" shall mean the last date this Agreement is executed by the parties.

"Expiration Date" shall mean the date of payment of the last of the Grants, unless sooner terminated as provided herein.

"Event of Bankruptcy or Insolvency" means the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of

any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“FFE” means movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building, and which are purchased after the Effective Date and prior to the Opening Date of Hotel.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“Grant Year Taxes” means the ad valorem taxes assessed by Town against the Property and collected by Town for the applicable Tax Year which are attributable to the construction of the Improvements. The term excludes taxes which are attributable to the land value of the Property and revenue attributable to minerals, including, but not limited to oil and gas.

“Grants” shall collectively mean the TPP Grants, Real Property Grants, Sales Tax Grants, Impact Fee Grants, and HOT Grants.

“Hotel” means an approximately 60,000 square feet, five story full-service lifestyle hotel consisting of 125-140 rooms and suites, with full service restaurant, providing 24-hour room service, and approximately 4,000 square feet of meeting space to be built on the Property by Company.

“HOT Grants” means the grants described in Section 4.3.

“HOT Revenue” means the amounts collected by the Town as a result of the hotel occupancy taxes imposed by the Town pursuant to Chapter 351 of the Texas Tax Code, as amended.

“Impact Fee Grants” means the grants from Town in an amount equal to 50% of the Town impact fees (water, wastewater, and road) paid by Company and received by Town, which are attributable to the construction of the buildings within the Development.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by the Company within the Town.

“Improvements” means the Hotel, office, retail, and restaurant buildings identified as Buildings 1-7 on Exhibit B, and the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed on the Property. Improvements does not include any residential buildings.



“Opening Date” means the first day a person pays for the use or possession of or for the right to the use or possession of a room or space at the Hotel.

“Payment Request” means a written request from Company to Town for payment of the TPP Grants, Real Property Grants, Sales Tax Grants, Impact Fee Grant, and HOT Grants, as the case may be, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Property” means the approximate 12-acre tract more particularly described on the attached Exhibit A. The term does not include (i) the areas designated as residential on the site plan attached as Exhibit B; or (ii) any real property within the Development on which residential structures have been built.

“Qualified Expenditure” means an expenditure which (i) promotes tourism and the convention and hotel industry, and (ii) is authorized by Section 351.101 of the Texas Tax Code, as amended, and Section 62.107 of the Town’s code of ordinances, as amended.

“Real Property Grants” shall mean seven (7) consecutive annual economic development grants to be provided by Town to Company, each in an amount equal to fifty percent (50%) of the Grant Year Taxes.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Company.

“Sales Tax Grants” means the grants as described in Section 4.4.

“Sales Tax Report” has the meaning as set forth in Section 3.6.

“Sales and Use Tax” means the Town’s municipal sales and use tax, currently at the rate of one percent (1.0%) pursuant to Chapter 321 of the Texas Tax Code, as amended; provided, however, should the electors of the City reallocate the Sales and Use Tax or should the Texas Legislature amend the applicable tax code provision to increase or decrease the amount of allowed municipal sales and use tax, then in the event of a decrease, Sales and Use Tax shall mean the actual amount of sales and use tax received by the Town, and in the event of an increase, the Sales and Use Tax shall mean one percent (1.0%).

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Company and added to the Property after the Effective Date of this Agreement. Tangible Personal Property does not include inventory, supplies, Freeport Goods or Goods in Transit.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” means the term as defined in Section 2.2.

“TPP Grants” shall mean seven (7) consecutive annual economic development grants to be provided by Town to Company, each in an amount equal to fifty percent (50%) of the TPP Tax. Each annual individual grant shall be referred to hereafter as a “TPP Grant.”

“TPP Tax” shall mean the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Property and collected by Town for the applicable Tax Year.

## **ARTICLE 2 PROGRAM AND TERM**

2.1 **Program.** A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Development to the Town. The terms of this Agreement shall implement the Program.

2.2 **Term.** The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

## **ARTICLE 3 COMPANY OBLIGATIONS**

The Parties acknowledge and agree that Company is not obligated to build the Development or the Improvements; provided, however, that Company must satisfy the obligations set forth in this Article 3 and in this Agreement in order to receive the Grants.

### **3.1 Construction of Improvements.**

(a) Company must (i) receive all necessary permits permitting construction of the Hotel from all applicable governmental authorities no later than December 31, 2018; and (ii) subject to events of Force Majeure, achieve Completion of Construction of Hotel on or before June 31, 2020.

(b) Subject to events of Force Majeure, Company must achieve Completion of Construction of remaining Improvements, identified as Buildings 2-7 on the site plan attached as Exhibit B on or before June 31, 2021.

3.2 **Compliance with Laws.** Company agrees to construct the Development and the Improvements in accordance with the site plan attached hereto as Exhibit B, the elevations and materials shown on the attached Exhibit C, and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof).

3.3 Continuous Operation. Company agrees that from the CO Date and throughout the Term of this Agreement, Company will continuously use and operate the Hotel (subject, however, to any temporary cessations due to causes or events of Force Majeure or due to Hotel remodeling, renovation or casualty/condemnation repairs and replacements), and the Hotel shall not be used for any purpose other than as a hotel and related amenities, open to the public and serving visitors, the adjacent business community, and the citizens of the Town.

3.4 Impositions. Company shall make timely payment of all Impositions during the Term of this Agreement.

3.5 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.6 Sales Tax Reports. Company will provide Town, on a monthly basis, a copy of the financial report it submits to the State Comptroller relating to the remission of Sales and Use Taxes collected in the Town as a result of the operation of the Development ("Sales Tax Report"). Additionally, Company hereby grants consent for the State Comptroller's office to release the monthly reported figures along with any State audit adjustments to the Town. The Parties designate this Agreement as a revenue sharing agreement entitling the Town to request sales tax information from the Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Company further agrees to provide Town any other reasonable documentation in a form acceptable to Town that establishes and proves amounts necessary for Town to make the Sales Tax Grants as provided in this Agreement.

3.7 Audit. Company shall grant access to Town, or such other persons or entities designated by Town for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Company's performance of this Agreement ("Company Records"), provided that Town has provided five (5) business days prior notice, and Town or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by Town, or such other persons or entities designated by Town in accordance with state and federal laws, regulations or directives applicable to Company's performance of this Agreement. Town agrees, to the extent allowed by law, to maintain the confidentiality of the Company Records.

#### ARTICLE 4 TOWN OBLIGATIONS

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this section, Town will be obligated to do the following:

4.1 Real Property Grants. For a period of seven (7) years commencing on January 1 following the CO Date, the Town will provide an annual Real Property Grant to Company. Each



annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of (i) payment of the Grant Year Taxes; and (ii) a Payment Request.

4.2 TPP Grants. For a term of seven (7) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual TPP Grant to Company. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of: (i) payment of the TPP Tax; and (ii) a Payment Request.

4.3 HOT Grants. The Town agrees to reimburse Company for Company's Qualified Expenditures as follows:

(a) Years 1-5. The Town agrees to pay Company an amount equal to seventy-five percent (75%) of the HOT Revenue collected and remitted to the Town from the Hotel each calendar quarter during a period beginning on the Opening Date and continuing thereafter for five (5) years.

(b) Years 6-10. The Town agrees to pay Company an amount equal to fifty percent (50%) of the HOT Revenue collected and remitted to the Town from the Hotel each calendar quarter beginning on the sixth year after the Opening Date and continuing thereafter for four (4) years.

(c) Annual Plan and Budget.

(i) Plan and Grant Year. On an annual basis, the Company shall prepare and submit to the Town a proposed annual plan and budget ("Annual Plan and Budget") setting forth and itemizing Company's intended use of HOT Grants for the upcoming "HOT Grant Year", which for the first year will be from the Opening Date until December 31, and every HOT Grant Year thereafter will be a one-year period from January 1 through December 31. The proposed Annual Plan and Budget must be submitted to the Town Manager no later than 30 days prior to commencement of the upcoming HOT Grant Year. Failure to submit the Annual Plan and Budget will constitute an event of default, and may, at the sole discretion of the Town, and notwithstanding Section 5 of this Agreement, result in the Company's forfeiture of any HOT Grants for the upcoming HOT Grant Year.

(ii) Contents of Plan. The proposed Annual Plan and Budget must include, at a minimum, a line item budget detailing the use of the HOT Grant for the upcoming HOT Grant Year, the amount of the expenditure for each item and a description of the item indicating how it complies with the requirements of 351.101 of the Texas Tax Code, as amended.

(iii) Approval and Amendments. The Town Manager must, after finding that all of the proposed expenditures are Qualified Expenditures, approve the Annual Plan and Budget before Company receives any HOT Grant for the upcoming HOT Grant Year. The Company may, at any time, submit an

amendment to the Annual Plan and Budget; provided, however, that any amendment does not become effective until it has been approved by the Town Manager.

(d) Time of Payments. Payments to Company will be made on a quarterly basis on or before forty-five (45) days following the receipt by the Town of the latter of: (i) the HOT Revenue from the Hotel for the applicable quarter; and (ii) a Payment Request with sufficient documentation from Company that it has made Qualified Expenditures in accordance with the Annual Plan and Budget in a form acceptable to the Town Manager or his designee. The Town is not obligated to pay Company for an expenditure that was not a Qualified Expenditure already approved in the Annual Plan and Budget. Additionally, as a condition to receiving the first HOT Grant payment, Company must provide sufficient evidence to the Town Manager, in a manner suitable to the Town Manager in his or her sole discretion, that Company made a Capital Investment in amount of at least \$20,000,000.

(e) Limitations on Funding. In no event will any quarterly payment under this section 4.3 exceed 75% of the HOT Revenue collected by the Hotel and remitted to Town for any given quarter in Years 1-5 as described in 4.3(a), nor will any quarterly payment under this section exceed 50% of the HOT Revenue collected by the Hotel and remitted to Town for any given quarter in Years 6-10 as described in 4.3(b). Town is obligated to make the payments under this section only from the HOT Revenue collected from the Hotel, and Town is not obligated to make such payments from any other funds or revenues of Town. Company will have no right to any unexpended HOT Grant funds in any given HOT Tax Year, and such funds will remain with the Town.

(f) Improper Expenditures. Should any expenditure of HOT Grants by Company be for a use that is found to be improper or illegal, the Town shall have no liability in connection thereof, and Company agrees to indemnify and hold harmless the Town for such amounts. Company further agrees that no later than 30 days after receipt of written notification from the Town, it will reimburse the Town in an amount equal to the improper expenditure, plus interest at the rate of the prime rate per annum.

#### 4.4 Sales Tax Grants.

(a) Sales at the Hotel. Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by Town and attributed solely to the sale of taxable items within the Hotel during a period beginning on the first eligible sales tax purchase at the Hotel and continuing thereafter for seven (7) years.

(b) FFE for Hotel. The Town agrees to pay Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by the Town attributable to Company's purchase of FFE to furnish and equip the Hotel prior to the Opening Date.

(c) Construction Purchases. The Town agrees that it shall pay to Company an amount equal to fifty percent (50%) of the Sales and Use Tax received by the Town

attributable to the purchase of construction materials by Company or contractors retained by Company in connection with the construction of the Hotel and the commercial buildings identified as Buildings 2-7 on Exhibit B. The grants under this section 4.4(c) are limited to purchases made during a period beginning on the Effective Date and continuing thereafter for five (5) years.

(d) Timing of Payments. The Sales Tax Grants will be paid on a quarterly basis. The Town covenants and agrees to make quarterly payments to Company within forty-five (45) days following its receipt of the latter of: (i) the Sales Tax Reports each month of the applicable calendar quarter; (ii) the reports or other information establishing the amounts of received Sales and Use Tax from the Comptroller's office for each month in the applicable calendar quarter; (iii) the Town's receipt of the Sales and Use Tax from the Comptroller's office for each month of the applicable calendar quarter; and (iv) a Payment Request.

(e) Erroneously Paid Sales Tax. In the event the Comptroller determines, for any reason, that any Sales and Use Taxes were erroneously paid to Town from the sales provided for herein and Town is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales and Use Taxes received by Town under this Agreement, and in the event the calculation of Sales and Use Taxes paid for a Sales Tax Grant shall reflect an overpayment by Town to Company, Company agrees to reimburse Town the amount of such overpayment. Notification of any such required adjustment will be provided to Company at the earliest practical date. This section will survive termination of this Agreement.

4.5 Impact Fee Grants. The Town agrees to pay Company an Impact Fee Grant for each building within the Development within 45 days after: (i) the building receives a Certificate of Occupancy or Building Final; and (ii) the Town's receipt of a Payment Request.

4.6 Permit Fee Waiver. The Town agrees to waive the following permit and related fees for initial construction of the Development: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees and lighting plan review fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

## ARTICLE 5 TERMINATION; REPAYMENT; OFFSET

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;



- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) upon written notice by Town, if Company suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by Town, if after Commencement of Construction, a Cessation in Construction of any element or component of the Improvements occurs; or
- (f) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

**5.2 Repayment.** In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), (d), or (e), Company shall immediately refund to Town an amount equal to the amount of all of the Grants that have been provided by Town to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Company set forth in this Section 5.2 hereof shall survive termination of this Agreement.

**5.3 Offsets.** Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

## **ARTICLE 6 MISCELLANEOUS**

**6.1 Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by Company without the prior written consent of the Town's Town Manager.

**6.2 Limitation on Liability.** It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, is deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless Town from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of this Agreement.

6.3 **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for Town, to:                      Town of Flower Mound, Texas  
Attn: Economic Development Director  
2121 Cross Timbers Rd.  
Flower Mound, TX 75028

With a copy to:                                      Flower Mound Town Attorney  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

If intended for Company, to:                      Newstream Commercial  
Attn: CFO  
311 South Oak Street, Suite 200  
Roanoke, TX 76262  
RE: Newstream Hotels & Resorts, LLC

6.6 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

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

6.8 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal,

invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

6.14 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Grants or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such payments will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Company as of the effective date of such limitation or restriction.

6.15 Undocumented Workers. Company certifies that Company, and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Company of the violation.

6.16 Governmental Function. The Parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

[Signatures on following page]





TOWN OF FLOWER MOUND, TEXAS

Thomas E. Hayden  
 Thomas E. Hayden, Mayor

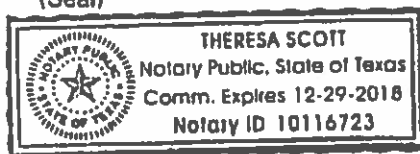
Date: 9/18/17

STATE OF TEXAS  
 COUNTY OF DENTON

BEFORE ME, Theresa Scott Notary Public, on this day personally appeared THOMAS HAYDEN to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18 day of SEPT, 2017

(Seal)



NOTARY PUBLIC in and for the State of Texas  
 My Commission Expires:

NEWSTREAM HOTEL & RESORTS, LLC  
 a Texas limited liability company

By: Scott Tarwater

Name: L. SCOTT TARWATER

Title: Manager

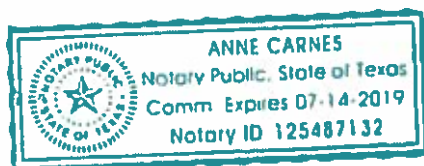
Date: 9-18-17

STATE OF TEXAS  
 COUNTY OF DENTON

BEFORE ME, ANNE CARNES, Notary Public, on this day personally appeared SCOTT TARWATER to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of SEPT, 2017

(Seal)



NOTARY PUBLIC in and for the State of Texas  
 My Commission Expires: 7.14.19







**EXHIBIT "C"**  
**Building Elevations and Materials**



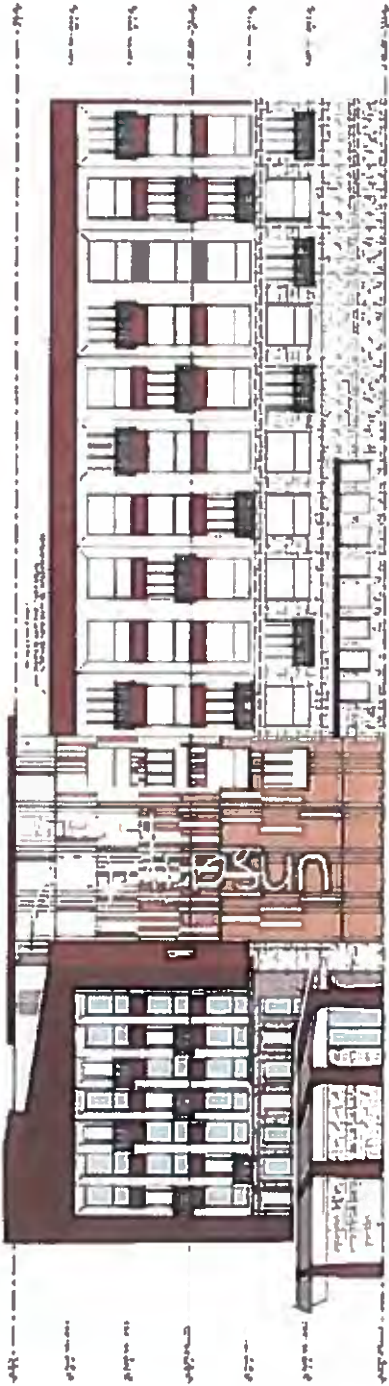
**unscripted** **HOTELS**  
**N** **NEWSTREAM**  
COMMERCIAL



Attachment B - Joint Review Development Package



1 BUILDING 1 - ELEVATION - EAST

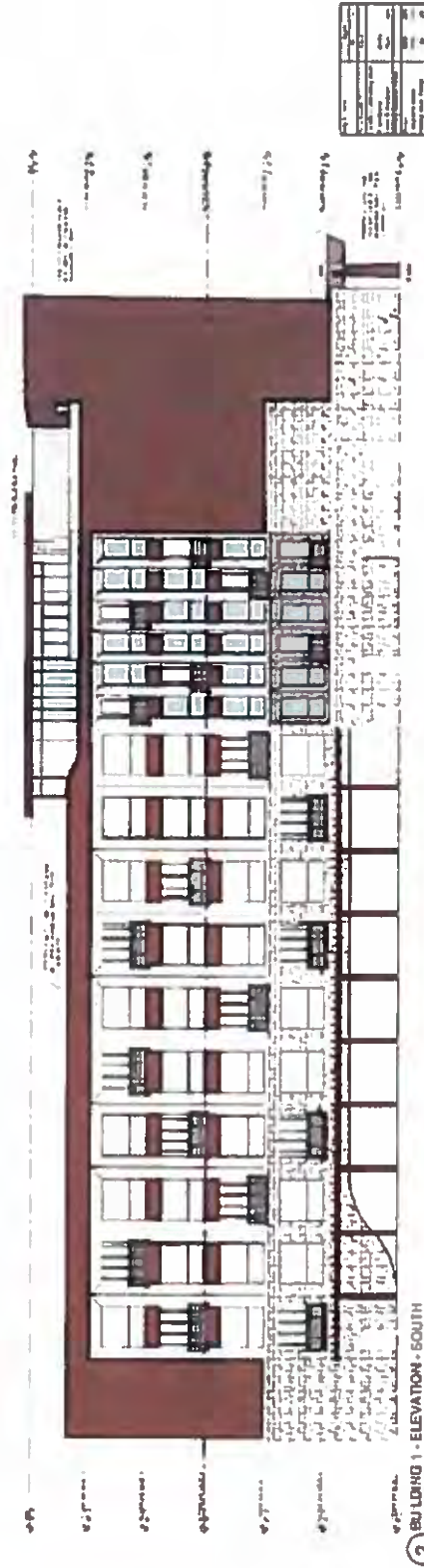
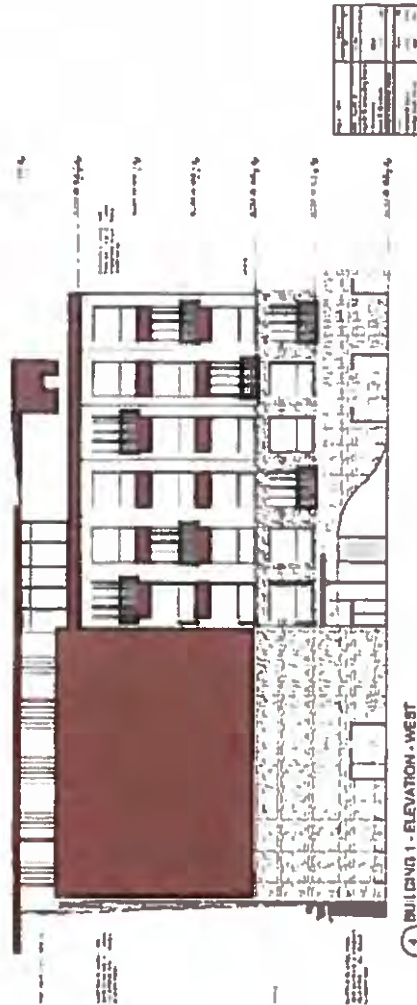


2 BUILDING 1 - ELEVATION - NORTH



unscripted  
HOTELS

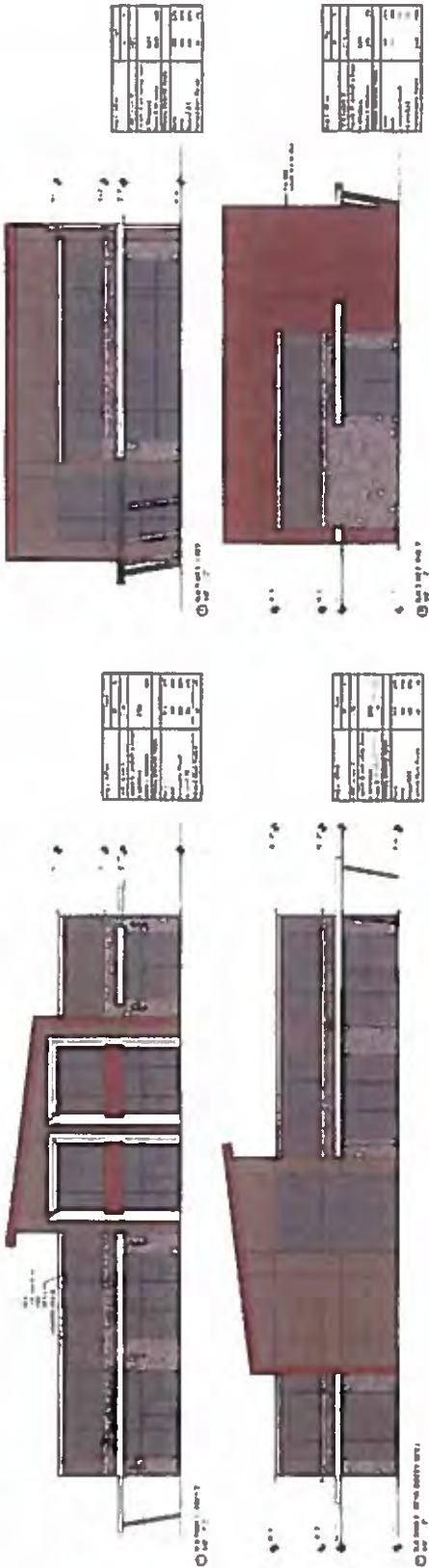
**N** NEWSTREAM  
COMMERCIAL



unscripted<sup>®</sup> | HOTELS  
NEWSTREAM  
COMMERCIAL



Architectural 3D Rendering - Development 1 - 3rd Floor



Architectural 3D Rendering - Development 1 - 3rd Floor



Architectural 3D Rendering - Development 1 - 3rd Floor

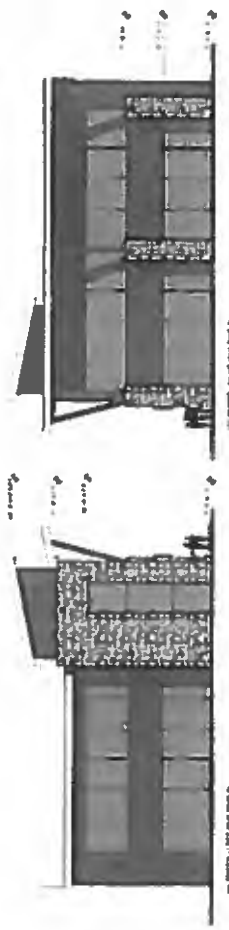


NEWSTREAM CONSULTING

Architect: B. V. Boring / Boring Architectural Group



| Item  | Quantity | Unit    | Price |
|-------|----------|---------|-------|
| 1.00  | 1.00     | Sq. Ft. | 1.00  |
| 2.00  | 1.00     | Sq. Ft. | 2.00  |
| 3.00  | 1.00     | Sq. Ft. | 3.00  |
| 4.00  | 1.00     | Sq. Ft. | 4.00  |
| 5.00  | 1.00     | Sq. Ft. | 5.00  |
| 6.00  | 1.00     | Sq. Ft. | 6.00  |
| 7.00  | 1.00     | Sq. Ft. | 7.00  |
| 8.00  | 1.00     | Sq. Ft. | 8.00  |
| 9.00  | 1.00     | Sq. Ft. | 9.00  |
| 10.00 | 1.00     | Sq. Ft. | 10.00 |



| Item  | Quantity | Unit    | Price |
|-------|----------|---------|-------|
| 1.00  | 1.00     | Sq. Ft. | 1.00  |
| 2.00  | 1.00     | Sq. Ft. | 2.00  |
| 3.00  | 1.00     | Sq. Ft. | 3.00  |
| 4.00  | 1.00     | Sq. Ft. | 4.00  |
| 5.00  | 1.00     | Sq. Ft. | 5.00  |
| 6.00  | 1.00     | Sq. Ft. | 6.00  |
| 7.00  | 1.00     | Sq. Ft. | 7.00  |
| 8.00  | 1.00     | Sq. Ft. | 8.00  |
| 9.00  | 1.00     | Sq. Ft. | 9.00  |
| 10.00 | 1.00     | Sq. Ft. | 10.00 |

| Item  | Quantity | Unit    | Price |
|-------|----------|---------|-------|
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| 3.00  | 1.00     | Sq. Ft. | 3.00  |
| 4.00  | 1.00     | Sq. Ft. | 4.00  |
| 5.00  | 1.00     | Sq. Ft. | 5.00  |
| 6.00  | 1.00     | Sq. Ft. | 6.00  |
| 7.00  | 1.00     | Sq. Ft. | 7.00  |
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| 2.00  | 1.00     | Sq. Ft. | 2.00  |
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| 4.00  | 1.00     | Sq. Ft. | 4.00  |
| 5.00  | 1.00     | Sq. Ft. | 5.00  |
| 6.00  | 1.00     | Sq. Ft. | 6.00  |
| 7.00  | 1.00     | Sq. Ft. | 7.00  |
| 8.00  | 1.00     | Sq. Ft. | 8.00  |
| 9.00  | 1.00     | Sq. Ft. | 9.00  |
| 10.00 | 1.00     | Sq. Ft. | 10.00 |

| Item  | Quantity | Unit    | Price |
|-------|----------|---------|-------|
| 1.00  | 1.00     | Sq. Ft. | 1.00  |
| 2.00  | 1.00     | Sq. Ft. | 2.00  |
| 3.00  | 1.00     | Sq. Ft. | 3.00  |
| 4.00  | 1.00     | Sq. Ft. | 4.00  |
| 5.00  | 1.00     | Sq. Ft. | 5.00  |
| 6.00  | 1.00     | Sq. Ft. | 6.00  |
| 7.00  | 1.00     | Sq. Ft. | 7.00  |
| 8.00  | 1.00     | Sq. Ft. | 8.00  |
| 9.00  | 1.00     | Sq. Ft. | 9.00  |
| 10.00 | 1.00     | Sq. Ft. | 10.00 |

NOTES:  
1. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
2. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
3. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
4. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
5. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
6. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
7. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
8. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
9. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.  
10. SEE ARCHITECT'S DRAWINGS FOR ALL DIMENSIONS AND MATERIALS.



NEWSTREAM  
COMMERCIAL

Approved By: [Signature] Date: [Date]



NOTES: THESE ARE PRELIMINARY ARCHITECTURAL DRAWINGS. ANY CHANGES TO THE DESIGN OR MATERIALS MUST BE APPROVED BY THE ARCHITECT BEFORE PROCEEDING. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.



**N** NEWSTREAM  
COMMERCIAL





Attachment 6: Existing Proposed Drawings & Photos

Architectural drawing of a building facade. It features a red door with a transom window, set within a stone masonry wall. To the left of the door is a large window with multiple panes. The drawing includes a title block with the following information:

| NO. | DATE    | DESCRIPTION       | BY  | CHKD. |
|-----|---------|-------------------|-----|-------|
| 1   | 10/1/18 | EXISTING PROPOSED | ... | ...   |

Architectural drawing of a building facade, similar to the one on the left. It features a red door with a transom window, set within a stone masonry wall. To the right of the door is a large window with multiple panes. The drawing includes a title block with the following information:

| NO. | DATE    | DESCRIPTION       | BY  | CHKD. |
|-----|---------|-------------------|-----|-------|
| 1   | 10/1/18 | EXISTING PROPOSED | ... | ...   |

SIGNS REQUIRE A SEPARATE SIGNAGE PERMIT. ANY SIGNS LEFT IN THE WILLS SIGNAGE DELETED FROM THE SUBJECT SITE. SIGNIFICATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST CONFORM WITH ALL APPLICABLE TOWN REGULATIONS.



Illustrated © by Janting America Corporation 1/19/2018

**COMPOSITE WOOD PANEL**

**PRODEMA • PRODEX**

**MAINTENANCE FREE NATURAL WOOD PANEL SYSTEM**

- CREAM
- RUSTIK
- DEEP BROWN
- NOK

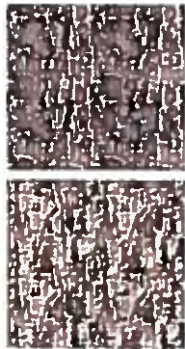


**STONE**

**CERTONADO STONE PRODUCTS**

**FRENCH COUNTRY VILLA SERIES**

- CHAMPAGNE
- BORDEAUX



**CLIPER CEMENT WALL PANELS**

**NICHHA ROUGHSAWN**

- ESPRESSO
- TOBACCO
- SMOKE



**DR-DESIGN ALUMINUM PANEL SYSTEM**

**FACTORY PAINTED ALUMINUM PANELS**

- COPPER WINE
- CHAMPAGNE

**ALTERNATE**

**WOOD GRAIN FINISH**



**BRICK**

**OLD TEXAS BRICK**

- PURPLE OAK
- SILVER PORT



**STONEFRONT SYSTEM**

- CLEAR ANODIZED ALUMINUM
- CLEAR GLAZING
- LIGHT GRAY GLAZING



**STUCCO / EPS**

**PAREX USA**

- PORT
- MOONSTONE
- TUMBLEWEED
- MOONFLARE
- SWEET GRASS
- CAVEIN



**EXPOSED STRUCTURE**

- GALVANIZED STEEL



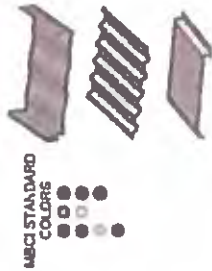
**STANDARD BEAM ROOF SYSTEM**

- MBICI SUPERLOK WITH 2" VERTICAL RIB

**SCREENING**

- MBICI 7.2 PANEL
- ARTISAN 17" FLAT PANEL

**MBICI STANDARD COLORS**



**NEWSTREAM**  
COMMERCIAL

**Attach #3 - 1st Amend Lakeside Crsg. Ch. 380 Agrmnt.**

**FIRST AMENDMENT TO  
CHAPTER 380 AGREEMENT**

This First Amendment to Chapter 380 Agreement (“Amendment”) is made and entered into by and between the Town of Flower Mound, Texas, a Texas home-rule municipality (“Town”), and Lakeside Crossing Land Partners, LP, a Texas limited partnership (“Owner”). Town and Owner are sometimes hereafter referred to individually as a “party” and collectively as the “parties.”

**WITNESSETH:**

WHEREAS, the Town and Newstream Hotels & Resorts, LLC, a Texas limited liability company (“Newstream”) executed that certain Chapter 380 Agreement Between the Town of Flower Mound and Newstream Hotels & Resorts, LLC dated September 18, 2017 (the “Agreement” and attached hereto as Exhibit A); and

WHEREAS, Newstream assigned all of its interest in the Agreement to Owner by instrument dated January 10, 2019; and

WHEREAS, the parties desire to amend the Agreement as provided below.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Owner agree as follows:

1. Section 3.1 of the Agreement is amended to read as follows:

**“3.1 Construction of Improvements.**

(a) Company must (i) submit a full and complete building permit application for construction of the Hotel, as deemed acceptable by the Town, no later than May 15, 2019; and (ii) receive all necessary permits permitting construction of the Hotel from all applicable governmental authorities no later than July 15, 2019; and (iii) subject to events of Force Majeure, achieve Completion of Construction of Hotel on or before February 15, 2021.

(b) Subject to events of Force Majeure, Company must achieve Completion of Construction of remaining Improvements, identified as Buildings 2-7 on the site plan attached as Exhibit B on or before February 15, 2022.”

2. The Agreement is further amended by adding a new section 3.8 to read as follows:

**“3.8 Use of Meeting Space.** Beginning on January 1 following the CO Date and continuing thereafter for a period of seven years, the Hotel will make available to Town 32 hours of use of the approximate 4,000 square feet of meeting space within the Hotel each calendar year, with the duration of each Town or Town sponsored event lasting no more 16 hours. Town will reserve the meeting space in accordance with the Hotel’s meeting space reservation policy; provided, however, in the event of a conflict between any reservation policy and the Town’s rights under this section of the Agreement, this section of the Agreement controls and nothing in the Hotel reservation policy or any other Hotel policy will prevent the Town’s right to an aggregate of 32 hours of use each calendar year. Further, if an immediate Town need arises and the meeting space is not reserved by another party, the Hotel will make reasonable accommodations to the Town. All reservations of the



meeting space must be made by a representative of the Town's Office of Economic Development. The Town will not be charged any rental fees for meeting space."

3. All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

4. The parties acknowledge that Owner and Spectrum Origination LLC, a Delaware limited liability company ("Lender") executed a Collateral Assignment of Development Agreement dated October 3, 2017 ("Collateral Assignment"), and by the terms of the Collateral Assignment, the Agreement may not be amended or supplemented in any manner whatsoever without the prior written consent of Lender. By its signature below, Lender consents to this Amendment. The parties further agree that this Amendment will not become effective until Lender has executed this Amendment.

TOWN OF FLOWER MOUND, TEXAS

By: [Signature]  
Steve Dixon, Mayor

ATTEST:

[Signature]  
Theresa Scott, Town Secretary

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

The foregoing instrument was ACKNOWLEDGED before me on this MAY 14, 2019 by Steve Dixon, the Mayor of the Town of Flower Mound, Texas, on behalf of said Town.

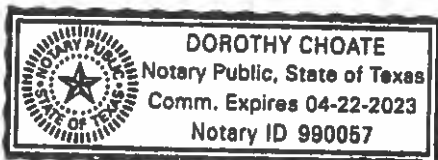
[S E A L]

My Commission Expires:

4-22-23

[Signature]  
Notary Public, State of Texas

Dorothy Choate  
Printed Name of Notary Public



OWNER:

LAKE SIDE CROSSING LAND PARTNERS LP,  
a Texas limited partnership

By: Newstream Hotels and Resorts LLC,  
a Texas limited liability company,  
its General Partner

By: [Signature]  
Name: Timothy Nystrom  
Title: President

STATE OF TEXAS §  
COUNTY OF DENTON §

The foregoing instrument was ACKNOWLEDGED before me on this 10<sup>th</sup> day of December, 2018,  
by Timothy Nystrom, the President/Manager of  
Newstream Hotels and Resorts LLC, a Texas limited liability company, the General Partner of LAKE SIDE  
CROSSING LAND PARTNERS LP, a Texas limited partnership, on behalf of said limited partnership.

[SEAL]

My Commission Expires:

4/5/21

[Signature]  
Notary Public, State of TEXAS  
Lindsay S. Guest  
Printed Name of Notary Public



For the limited purpose of consent,

LENDER:

SPECTRUM ORIGINATION LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Jeffrey Schaffer  
Title: managing member

STATE OF New York §  
COUNTY OF New York §

The foregoing instrument was ACKNOWLEDGED before me on this 21<sup>st</sup> day of December, 2018, by Jeffrey Schaffer, the managing member of Spectrum Origination LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]

My Commission Expires:

9/25/21

Heather Askin  
Notary Public, State of New York

Heather Askin  
Printed Name of Notary Public

HEATHER ASKIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01AS8385099  
Qualified In New York County  
My Commission Expires 09-25-2021



**EXHIBIT A**

**The Agreement**

The full original Chapter 380 Agreement is included as Attachment #2.



**NEWSTREAM**  
C O M P A N I E S

5.13.19

Mrs. Andrea Roy  
Director of Economic Development  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, TX 75028

Dear Mrs. Roy,

We are pleased to inform you and all of our friends at the Town of Flower Mound that it is now official! We have selected and been approved by the Intercontinental Hotel Group for a Hotel Indigo for our Lakeside Crossing – Flower Mound development.

When the negotiations with Red Lion Hotels for a RL brand hotel fell apart in January/February 2019 we had to start from scratch with the Intercontinental Hotel Group-Indigo Brand and request another HVS feasibility study.

These unfortunate circumstances delayed our ability to meet the dates and deadlines for the submittal of our plans and permitting for our current 380 agreement.

I am also pleased to inform you that we have contracted with a very experienced Architectural /Design team and engaged a veteran hotel general contractor whose top two executives live in Flower Mound.

Mr. Randy Huggins, Architect of Record, will schedule a project review meeting with Ms. Joelle Hainley in mid-August, 2019, with delivery of final building permit plans for the Hotel Indigo by no later than September 15, 2019. As a result of the revised submission date, we would request an equivalent extension (4 months) of the deadlines to obtain permit approval and complete construction of the hotel and remaining commercial buildings.

Without our ability to apply the current benefits of the 380 agreement, the funding for the Hotel Indigo-Lakeside Crossing-Flower Mound will not happen.

We appreciate the TOFM's consideration in extending this vital 380 agreement for this wonderful development.

Sincerely,

Scott Tarwater  
Partner  
4613 Windmill Lane  
Flower Mound, TX 75028



## TOWN COUNCIL AGENDA ITEM NO. 14

### REGULAR ITEM

---

**DATE:** June 17, 2019

**FROM:** Poornima Kashyap, Senior Planner

**ITEM:** **Consider a request for a Site Plan (SP19-0001 Lakeside Crossing Buildings 4 & 5, Phase 2) to develop two retail buildings. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its June 10, 2019, meeting.*)**

---

**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the Commission deliberation, two topics were discussed by the Commissioners, one of which influenced the final recommendation.

1. Lack of adequate articulation and variation in design elements to provide interest to the west (rear) façade of Building 4;
2. Reduction in the retail square footage from 39,245 square feet (as indicated on the approved concept plan) to 29,922 square feet.

Upon conclusion of the deliberation, a motion was made to recommend approval of this site plan as presented with the request that the developer amend the western façade for enhancements, possibly with increased articulation and landscaping accents.

Elevations for Buildings 4 and 5, as presented to the Planning and Zoning Commission, including the western façades, met the minimum articulation, masonry, and other applicable requirements per the Town's Urban Design Plan and PD-153 standards.

The applicant submitted a revised site plan, landscape plans, and elevations addressing concerns from the Planning and Zoning Commission, which has been included as Attachment 2. The proposed elevations, particularly the western façades, include additions of niches with contrasting borders and changes in material and colors. In addition to these details, vertical trellis panels with landscaping (like vines) has been provided to help soften the large expanse of the western façades of Buildings 4 and 5.

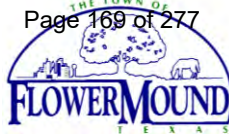
#### **ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
2. Revised Site Plan Package

**LEGAL REVIEW:** N/A

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





## PLANNING AND ZONING COMMISSION

### AGENDA ITEM NO: 9

### REGULAR ITEM

**DATE:** June 10, 2019

**FROM:** Poornima Kashyap, Senior Planner

**ITEM:** **Consider a request for a Site Plan (SP19-0001 Lakeside Crossing Buildings 4 & 5, Phase 2) to develop two retail buildings. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive.**

#### I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Specific Use Permit (SUP19-0002), for consideration on the same agenda. Approval of this site plan request is contingent upon approval of the Specific Use Permit for a pharmacy.

This application will require final action by the Town Council.

#### II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval to develop two retail buildings totaling approximately 29,922 square feet to be located on Lot 4 and Lot 5, Block A of Lakeside Crossing addition. Lot 4 is approximately 1.28 acres and Lot 5 is approximately 1.75 acres. The property is currently zoned Planned Development District-153 (PD-153) with both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan.

Access to this development will be from Long Prairie Road and Northwood Drive. Mutual access easements have been dedicated by the previously approved replat ((RP18-0018) to provide internal circulation.

On July 17, 2017, the Town Council approved an ordinance that established PD-153 Lakeside Crossing with development standards, concept plans, and concept elevations. On the approved concept plan, both Buildings 4 and 5 are depicted as partially two-story retail buildings totaling approximately 39,245 square feet. The proposed buildings are one-story with approximately 9,323 square-foot reduction from the approved concept plans.

PD-153 has utilized the mixed-use parking schedule to calculate the number of parking spaces required to serve different uses within this development. Due to the reduction in

the square footage of the proposed two buildings, the required parking for the entire development has reduced from 484 spaces to 445 spaces. There are 452 on-site and 18 on-street parking spaces available to serve the entire development. Based on the mixed-use parking schedule, the number of parking spaces required for the proposed two retail multi-tenant buildings is 208 spaces and the site plan depicts total of 170 spaces located on Lots 4 and 5. The remaining 282 on-site parking spaces located on adjacent lots and 18 on-street parking spaces along Northwood Drive have been approved as a part of Phase 1 development. The required infrastructure and the approved parking on adjacent lots is under construction and will also be available for use.

The landscape plan depicts required number of parking lot trees and street yard trees. PD-153 requires a plaza area designed between buildings 4 and 5 that also provides pedestrian connectivity to the open space located to the west of the subject site. Though the plaza area depicted on the site plan is slightly smaller in area than shown on the approved concept plan, it includes all the required elements such as, drop off area for restaurant patrons, outdoor seating areas, outdoor dining areas, enhanced landscaping and pavement, and string lighting. The proposed development complies with the Town's landscape requirements and PD-153.

The proposed architecture for the buildings is a more modern approach that incorporates natural wood products, fiber cement panels, painted aluminum panels, and metal wall panels. As a part of the PD-153 approval, the applicant received an exception to certain architectural standards of the Town's Urban Design Plan including the use of above-mentioned building materials. Due to the change in the design of buildings from two story to one story, the proposed elevations have been modified to appropriately fit the scale of the buildings. However, the building design closely matches the approved conceptual elevations and building materials are consistent with the approved development guidelines in PD-153.

On February 26, 2018, the Planning and Zoning Commission approved a site plan for Phase 1 to develop a 74,422-square-foot, five-story hotel, an 11,340-square-foot, two-story office building, and a 10,854-square-foot, two-story retail and office building. As a part of Phase 1 development, the detention pond, fire lanes, median cuts/turn lanes, curb cuts, utilities, landscape buffer and Town trail along Long Prairie Road, landscape buffer and sidewalks along non-residential portion of Northwood Drive, all on-site parking spaces, 18 on-street parking spaces, and dumpsters will be installed/constructed.

### **III. ATTACHMENTS**

#### **A. Background Information**

1. Vicinity Map
2. Letter of Intent
3. Approved Concept Plan and Elevations for Buildings 4 & 5

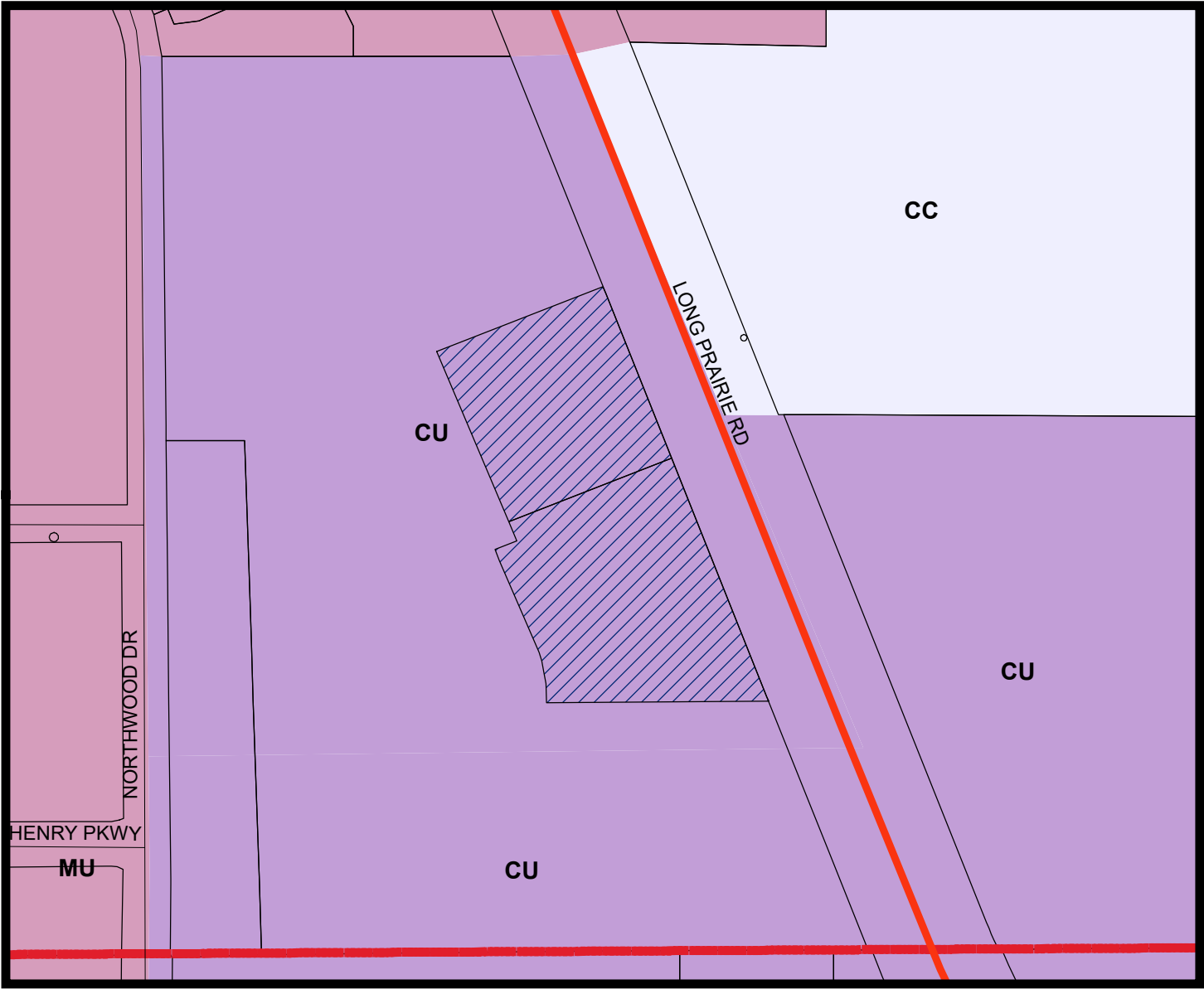
#### **B. Application Details**

1. Site Plan Package



# Vicinity Map

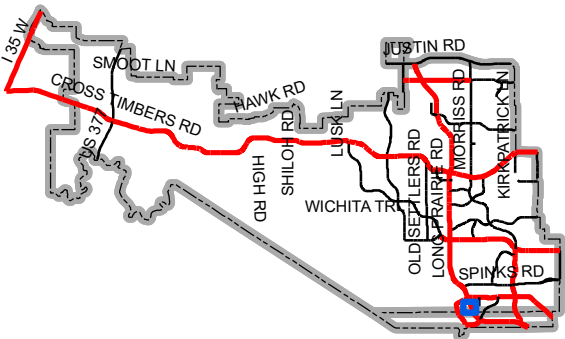
Reference Project: SP19-0001



LEGEND

- Campus Commercial
- \*Combined Uses-See Ordinance
- Mixed Use

Subject Property



Map Location





## LETTER OF INTENT &gt; LAKESIDE CROSSING BLDG. 4&amp;5

June 5, 2019

Mrs. Poornima Kashyap  
Senior Planner  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, TX 75028

**RE: Lakeside Crossing Buildings 4 & 5 – Site Plan Application**

Dear Poornima:

Please accept this letter, on behalf of our client, as an explanation of the proposed application. We are submitting, for review and approval, a site plan application for Lakeside Crossing - Buildings 4 & 5. As you are aware a previous site plan has been approved on this property. The previous site plan granted approval for buildings 1-3, the open space, the utility infrastructure, fire lanes, turn lanes, and other onsite paving. Construction of those items is ongoing.

The developer is now ready to progress towards construction of the two retail buildings along FM 2499. These two buildings have been updated since the PD and concept plan were approved. The second story office areas has been removed from each building to create more traditional retail buildings. With the removal of the second stories, the total square footage proposed for both buildings is now ~29,922 SF. The previous building totals was ~39,245 SF or a total reduction of ~9,323 SF.

The reduction of space helps the overall parking for Lakeside Crossing. The various non-residential uses and square footages listed within the concept plan, utilizing the shared parking chart indicated need for 484 spaces (based on Weekday 6P to 12P), with 491 spaces proposed. With the reduction in square footage to these buildings, the number of required spaces decreases to 445 spaces (based on Weekday 6P to 12P), with 470 spaces provided.

Additional information can be found on the site plan. Please feel free to contact me if you have any questions or comments regarding this submittal.

Sincerely,

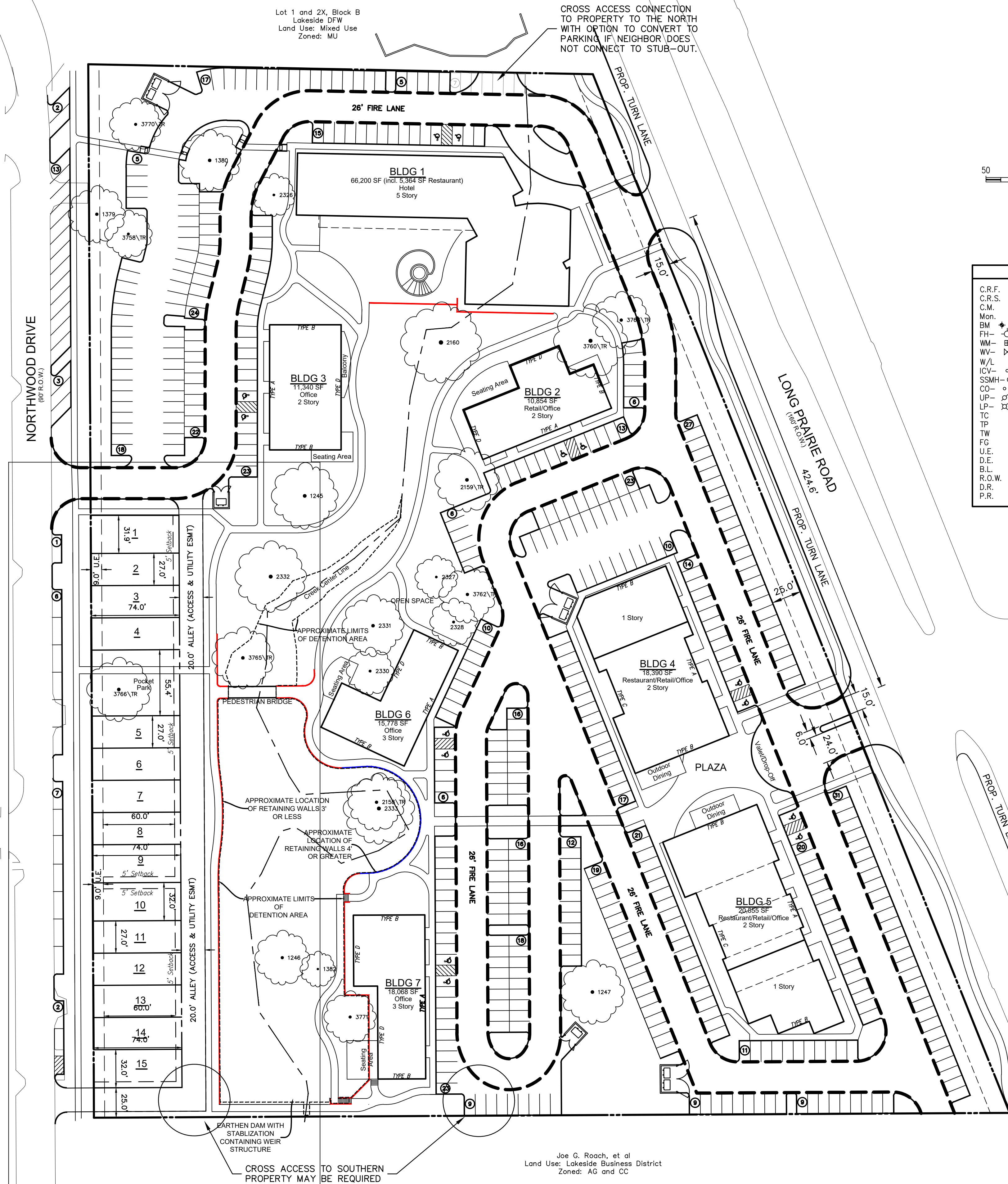
Scott Minnis

Project Manager, Engineering

cc. Mr. Robert J. Dollak, Jr, P.E.

Mr. Troy Lewis, Newstream Commercial





CROSS ACCESS CONNECTION  
TO PROPERTY TO THE NORTH  
- WITH OPTION TO CONVERT TO  
PARKING IF NEIGHBOR DOES  
NOT CONNECT TO STUB-OUT.

Lot 1 and 2X, Block B  
Lakeside DFW  
Land Use: Mixed Use  
Zoned: MU

SCALE: 1"=50'

| Building Summary |                  |            |           |              |
|------------------|------------------|------------|-----------|--------------|
| Bldg             | Square Feet (SF) | Use        | Units     | # of Stories |
| 1                | 60,836           | Hotel      | 134 Rooms | 5            |
|                  | 5,364            | Restaurant |           | 1            |
| 2                | 5,427            | Retail     |           | 2            |
|                  | 5,427            | Office     |           | 2            |
| 3                | 11,340           | Office     |           | 2            |
| 4                | 8,514            | Restaurant |           | 2            |
|                  | 7,356            | Office     |           |              |
|                  | 2,520            | Retail     |           |              |
| 5                | 6,843            | Restaurant |           | 2            |
|                  | 8,342            | Office     |           |              |
|                  | 5,670            | Retail     |           |              |
| 6                | 15,778           | Office     |           | 3            |
| 7                | 18,068           | Office     |           | 3            |
|                  | <b>161,485</b>   |            |           |              |

|            | SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7 |                   |                  |                   |                |
|------------|--------------------------------------------|-------------------|------------------|-------------------|----------------|
|            | Weekday                                    |                   | Weekend          |                   | Night          |
|            | Daytime<br>6A-6P                           | Evening<br>6P-Mid | Daytime<br>6A-6P | Evening<br>6P-Mid | Midnight<br>6A |
| Office     | 266                                        | 27                | 27               | 14                | 14             |
| Retail     | 28                                         | 50                | 55               | 39                | 3              |
| Restaurant | 139                                        | 277               | 277              | 277               | 28             |
| Hotel      | 94                                         | 134               | 94               | 134               | 94             |
| Totals     | 527                                        | 488               | 453              | 464               | 139            |

|            | SCHEDULE OF MIXED USE PARKING - PERCENTAGES |                   |                  |                   |                |
|------------|---------------------------------------------|-------------------|------------------|-------------------|----------------|
|            | Weekday                                     |                   | Weekend          |                   | Night          |
|            | Daytime<br>6A-6P                            | Evening<br>6P-Mid | Daytime<br>6A-6P | Evening<br>6P-Mid | Midnight<br>6A |
| Office     | 100%                                        | 10%               | 10%              | 5%                | 5%             |
| Retail     | 50%                                         | 90%               | 100%             | 70%               | 5%             |
| Restaurant | 50%                                         | 100%              | 100%             | 100%              | 10%            |
| Hotel      | 70%                                         | 100%              | 70%              | 100%              | 70%            |

## LEGEND

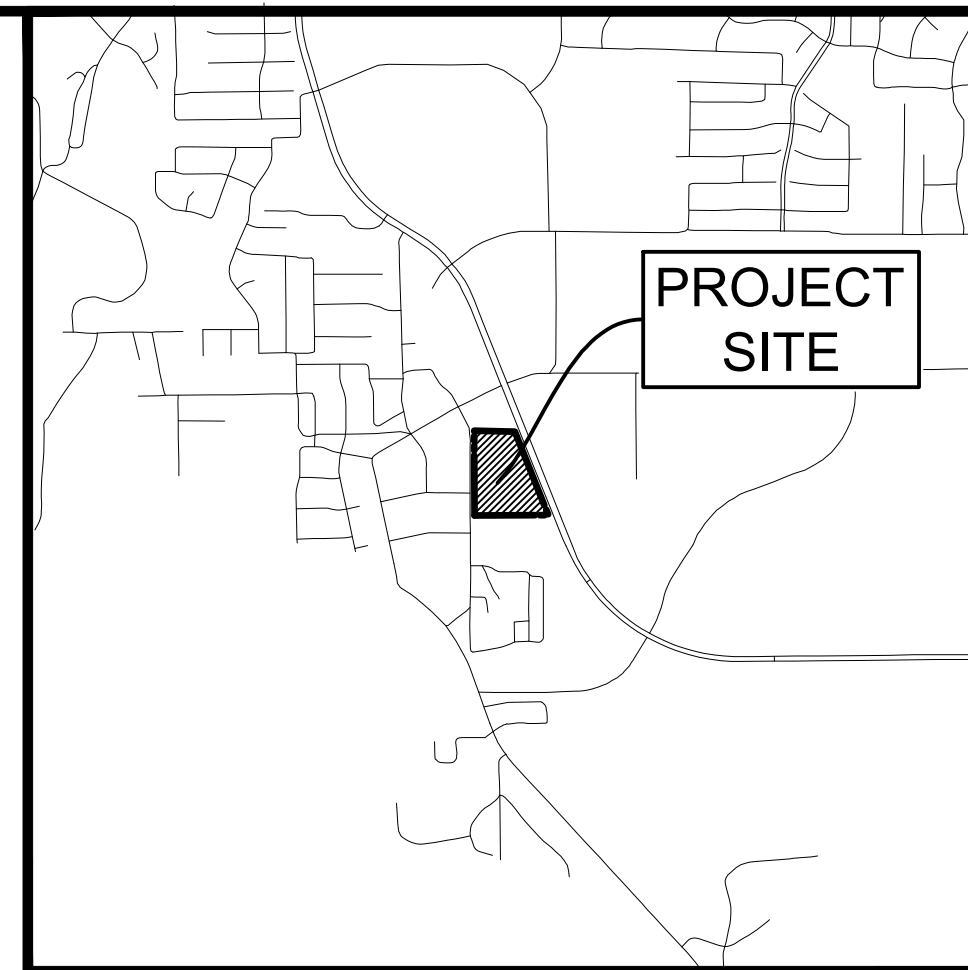
|        |                          |  |                                         |
|--------|--------------------------|--|-----------------------------------------|
| C.R.F. | Capped Rebar Found       |  | Overhead Power Lines                    |
| C.R.S. | Capped Rebar Set         |  |                                         |
| C.M.   | Control Monument         |  | Down Guy Wire                           |
| Mon.   | Monument                 |  | Existing Contours                       |
| BM     | Benchmark                |  |                                         |
| WM     | Water Meter              |  | Proposed Contours                       |
| WM     | Water Meter              |  |                                         |
| WV     | Water Valve              |  | Concrete Pavement                       |
| WV     | Water Valve              |  | Asphalt Pavement                        |
| ICV    | Irrigation Control Valve |  |                                         |
| SSMH   | Sanitary Sewer Manhole   |  | Wood Fence                              |
| CS     | Sanitary Sewer Cleanout  |  | Chain Link Fence                        |
| UP     | Utility Pole             |  |                                         |
| LP     | Light Pole               |  | Wire Fence                              |
| TC     | Top of Curb              |  | Masonry Wall                            |
| TP     | Top of Pavement          |  | Existing Tree                           |
| TW     | Top of Wall              |  | (FL) Flowline                           |
| FG     | Finished Grade           |  |                                         |
| U.E.   | Utility Easement         |  |                                         |
| D.E.   | Drainage Easement        |  |                                         |
| B.L.   | Building Line            |  | Centerline of Creek, Swale, or Waterway |
| B.O.W. | Right-of-Way             |  |                                         |
| D.R.   | Deed Records             |  | Creek, Swale, or Waterway               |
| P.R.   | Plat Records             |  | Waterway Embankment                     |

GENERAL NOTES

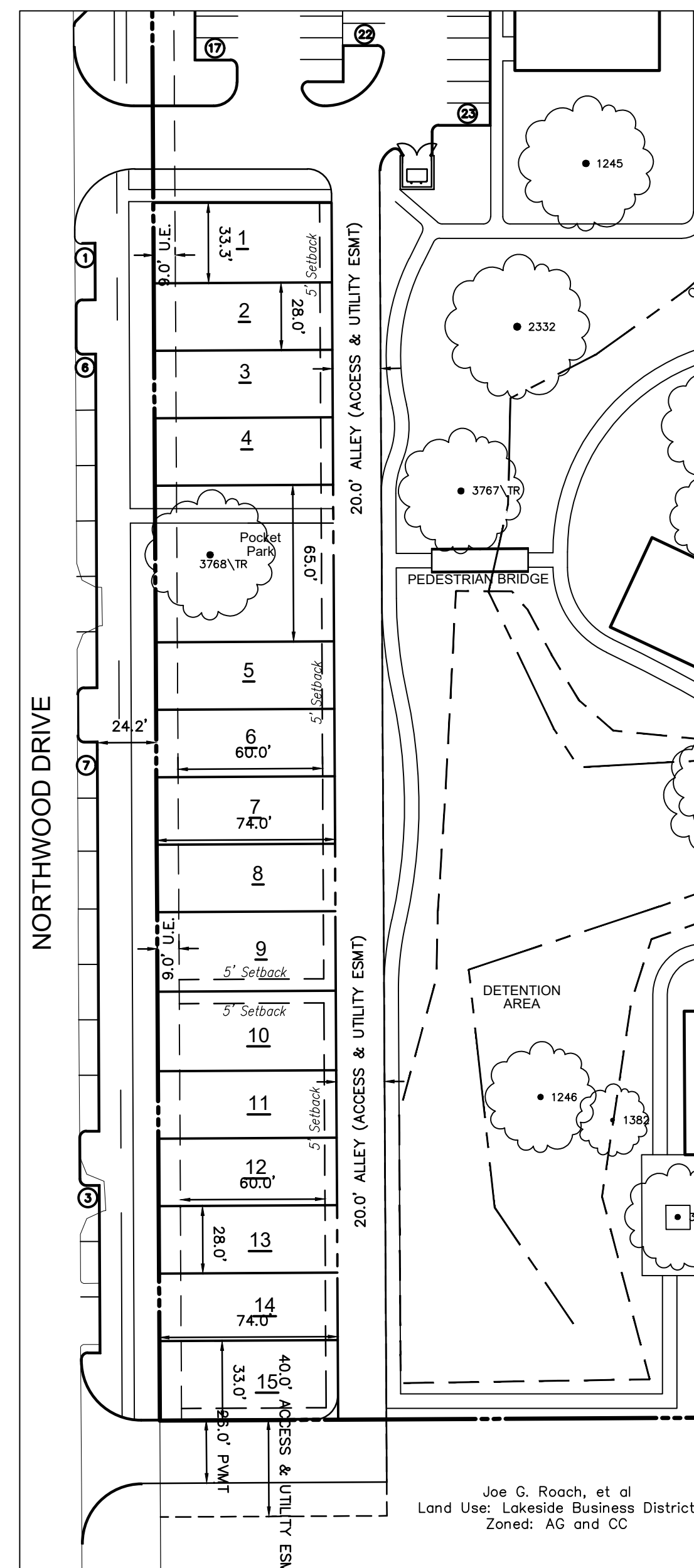
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. RETAINING WALL LOCATIONS AND HEIGHTS SHOWN ON THIS PLAN ARE BASED ON A PRELIMINARY GRADING CONCEPT AND ARE SUBJECT TO CHANGE. FINAL RETAINING WALL LOCATIONS AND HEIGHTS WILL BE DETERMINED AT THE SITE PLAN STAGE.
3. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
4. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
5. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
6. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
7. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS UNLESS A COMPREHENSIVE SIGN PACKAGE FOR A SPECIFIC SIGN WAS INCLUDED IN THE APPROVED PD.
8. LOCATIONS OF OUTDOOR SEATING AREAS AND OUTDOOR DINING AREAS MAY BE ADJUSTED BASED ON FINAL BUILDING FOOTPRINT. ADDITIONAL DINING AREAS MAY BE INCLUDED AT THE SITE PLAN STAGE. SEATING AREAS MAY BE PATIOS OR DECKS.
9. BUILDING FACADES TYPES A THROUGH D ARE INDICATED ON THE PLAN TO IDENTIFY THE TYPES OF FACADES FOR THE NON-RESIDENTIAL BUILDINGS. THEY ARE ALSO SHOWN ON THE APPROVED CONCEPTUAL ELEVATIONS AND ARE AS FOLLOWS:

TYPE A - FRONT FACADE  
TYPE B - SIDE FACADE  
TYPE C - REAR FACADE  
TYPE D - CREEK FACADE

THE FOLLOWING REPRESENTS THE  
APPROVED DOCUMENT / GRAPHIC  
P & Z 05/08/2017  
T C 07/17/2017  
SEE FILE FOR CONDITIONS ZPD17-0001



**Vicinity Map 1"=1000'**



**INSET "A"**

**LAKESIDE CROSSING**  
12,001 Acres  
in the  
J. N. TANNEHILL SURVEY, ABSTRACT NO. 1252  
FLOWER MOUND  
DENTON COUNTY, TEXAS

## CONCEPT PLAN

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR  
INTERIM REVIEW AND IS  
NOT INTENDED FOR  
CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES.  
G&A CONSULTANTS, F-1798  
ROBERT JOHN DOLLAH, JR.,  
P.E. #86898  
DATE 7/20/2017

Drawn By: SM  
Date: 01/09/2017  
Scale: 1"=50'  
Revisions:  
02/24/2017  
03/27/2017  
04/24/2017  
05/01/2017  
05/03/2017  
05/10/2017  
07/20/2017

16326

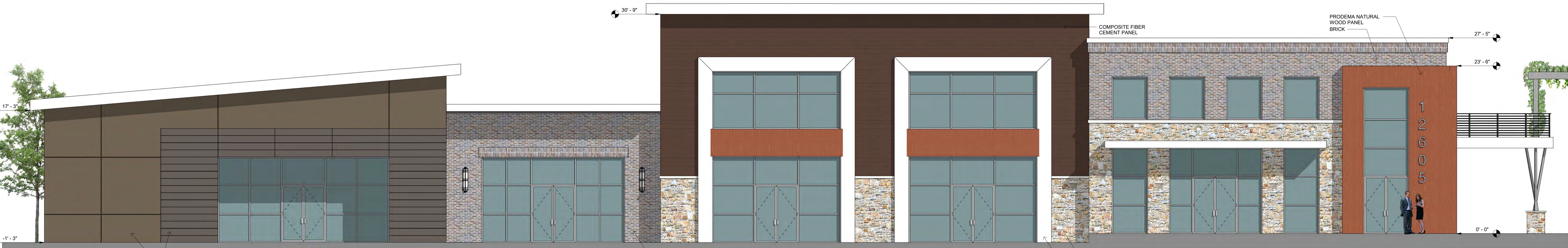
**OWNER/DEVELOPER**  
**NEWSTREAM COMMERCIAL**  
**4200 HERITAGE TRACE PKWY**  
**FORT WORTH, TEXAS**  
**Ph. 8175862252**  
**Contact: Tim Nystrom**

CP





③ BUILDINGS 4 & 5  
1" = 10'-0"



② BUILDING 5  
3/16" = 1'-0"

| Bldg 5 - Retail                       | Front |     |
|---------------------------------------|-------|-----|
|                                       | SF    | %   |
| Total Façade SF                       | 5020  |     |
| Façade SF (excluding Doors & Windows) | 3240  |     |
| Doors & Windows                       | 1780  | 35% |
| Primary Material Totals               |       |     |
| Stone                                 | 442   | 14% |
| Brick                                 | 613   | 19% |
| Composite Wood                        | 1290  | 40% |
| Stucco/EIFS                           | 543   | 17% |
| Painted Alum. Panels                  | 352   | 11% |

| Bldg 5 - Retail                       | Right |     |
|---------------------------------------|-------|-----|
|                                       | SF    | %   |
| Total Façade SF                       | 2365  |     |
| Façade SF (excluding Doors & Windows) | 1655  |     |
| Doors & Windows                       | 710   | 30% |
| Primary Material Totals               |       |     |
| Stone                                 | 638   | 53% |
| Brick                                 | 861   | 34% |
| Composite Wood                        | 156   | 13% |

| Bldg 5 - Retail                       | Back |     |
|---------------------------------------|------|-----|
|                                       | SF   | %   |
| Total Façade SF                       | 5020 |     |
| Façade SF (excluding Doors & Windows) | 4957 |     |
| Doors & Windows                       | 63   | 1%  |
| Primary Material Totals               |      |     |
| Stone                                 | 2374 | 48% |
| Brick                                 | 548  | 11% |
| Composite Wood                        | 1352 | 27% |
| Stucco/EIFS                           | 683  | 14% |

| Bldg 5 - Retail                       | Left |     |
|---------------------------------------|------|-----|
|                                       | SF   | %   |
| Total Façade SF                       | 2365 |     |
| Façade SF (excluding Doors & Windows) | 1665 |     |
| Doors & Windows                       | 700  | 30% |
| Primary Material Totals               |      |     |
| Stone                                 | 551  | 65% |
| Composite Wood                        | 939  | 35% |
| Stucco/EIFS                           | 175  | 0%  |

THE FOLLOWING REPRESENTS THE  
APPROVED DOCUMENT / GRAPHIC  
P & Z 05/08/2017  
T C 07/17/2017  
SEE FILE FOR CONDITIONS ZPD17-0001



① BUILDING 4  
3/16" = 1'-0"

| Bldg 4 - Retail                       | Front |     |
|---------------------------------------|-------|-----|
|                                       | SF    | %   |
| Total Façade SF                       | 3581  |     |
| Façade SF (excluding Doors & Windows) | 2106  |     |
| Doors & Windows                       | 1475  | 41% |
| Primary Material Totals               |       |     |
| Stone                                 | 833   | 40% |
| Brick                                 | 298   | 14% |
| Composite Wood                        | 975   | 46% |

| Bldg 4 - Retail                       | Right |     |
|---------------------------------------|-------|-----|
|                                       | SF    | %   |
| Total Façade SF                       | 2264  |     |
| Façade SF (excluding Doors & Windows) | 1599  |     |
| Doors & Windows                       | 665   | 29% |
| Primary Material Totals               |       |     |
| Stone                                 | 840   | 53% |
| Brick                                 | 549   | 34% |
| Composite Wood                        | 210   | 13% |

| Bldg 4 - Retail                       | Back |     |
|---------------------------------------|------|-----|
|                                       | SF   | %   |
| Total Façade SF                       | 3581 |     |
| Façade SF (excluding Doors & Windows) | 3518 |     |
| Doors & Windows                       | 63   | 2%  |
| Primary Material Totals               |      |     |
| Stone                                 | 1556 | 44% |
| Brick                                 | 1110 | 32% |
| Composite Wood                        | 852  | 24% |

| Bldg 4 - Retail                       | Left |     |
|---------------------------------------|------|-----|
|                                       | SF   | %   |
| Total Façade SF                       | 2264 |     |
| Façade SF (excluding Doors & Windows) | 1584 |     |
| Doors & Windows                       | 680  | 30% |
| Primary Material Totals               |      |     |
| Stone                                 | 1028 | 65% |
| Brick                                 | 556  | 35% |



Fig. 2: 2/19/19 4:58PM (pawson)P&C & Const. Plans (G:\P&C\18351.dwg)  
Plotted: 6/4/2019 4:27 PM, by Scott Morris, Source: 6/4/2019 4:26 PM, by macth



| SITE DATA TABLE -- LAKESIDE CROSSING BUILDINGS 4&5         |            |            |
|------------------------------------------------------------|------------|------------|
| Physical Address                                           | TBD        |            |
| Gross Site Area                                            | 3,040 A;   | 132,422 SF |
| Net Site Area                                              | 3,040 A;   | 132,422 SF |
| Lot Coverage                                               |            |            |
| Building Coverage                                          |            |            |
| Building 4                                                 | 14,717 SF; | ±11.1%     |
| Building 5                                                 | 15,205 SF; | ±11.5%     |
| Impervious Coverage                                        | ±90%       |            |
| Pervious Area                                              | ±10%       |            |
| Parking Summary                                            |            |            |
| Surface Parking (refer to the shared parking charts below) |            |            |
| Retail – 1 space per 250 Square Feet                       |            |            |
| Office – 1 space per 300 Square Feet                       |            |            |
| Restaurant/Patio – 1 space per 75 Square Feet              |            |            |
| Lakeside Crossing Buildings 4&5                            |            |            |
| Building 4 (Restaurant 7,328 SF)                           | 98         | 65         |
| Building 4 (Rest. Patio 477 SF)                            | 6          | 2          |
| Building 4 (Retail 4,245 SF)                               | 17         | 12         |
| Building 4 (Office 3,094 SF)                               | 10         | 9          |
| Building 5 (Restaurant 3,087 SF)                           | 41         | 42         |
| Building 5 (Rest. Patio 550 SF)                            | 7          | 2          |
| Building 5 (Office 3,469 SF)                               | 12         | 10         |
| Building 5 (Retail 8,649 SF)                               | 35         | 28         |
| *Accessible Parking                                        | 4          | 4          |
| Provided Parking (Adj. to Bldgs)                           | 0          | 71         |
| Existing Adjacent Onsite Parking                           | 0          | 99         |
| **Total Parking (Bldg. 4 & 5)                              | 208        | 170        |
| **Total Parking (Lakeside Crossing)                        | 445        | 470        |

| Building 4 Data      |             |
|----------------------|-------------|
| Height (story/feet)  | 1 Story     |
| Peak Height          | 31' 1 5/16" |
| Mean Height          | 28' 1 3/16" |
| Total Square Footage | 14,717 SF   |
| Building 5 Data      |             |
| Height (story/feet)  | 1 Story     |
| Peak Height          | 29' 6"      |
| Mean Height          | 27' 0"      |
| Total Square Footage | 15,205 SF   |

\*Accessible Parking Provided based on the overall shared parking numbers for Lakeside Crossing (9 Required, 14 Provided)

\*\*Total Parking numbers for Buildings 4&5 is based on the shared parking chart below, not the cumulative total from the numbers above. (Total parking numbers do NOT include any residential parking requirements, or the on-street parking in front of the residential)

| Original Lakeside Crossing Parking Numbers |         |         |         |          |     |
|--------------------------------------------|---------|---------|---------|----------|-----|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7 |         |         |         |          |     |
| Weekday                                    |         | Weekend |         | Night    |     |
| Daytime                                    | Evening | Daytime | Evening | Midnight |     |
| 6A-6P                                      | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |     |
| Office                                     | 222     | 23      | 23      | 12       | 12  |
| Retail                                     | 28      | 50      | 55      | 39       | 3   |
| Restaurant                                 | 139     | 277     | 277     | 277      | 28  |
| Hotel                                      | 94      | 134     | 94      | 134      | 94  |
| Totals                                     | 483     | 484     | 449     | 462      | 137 |

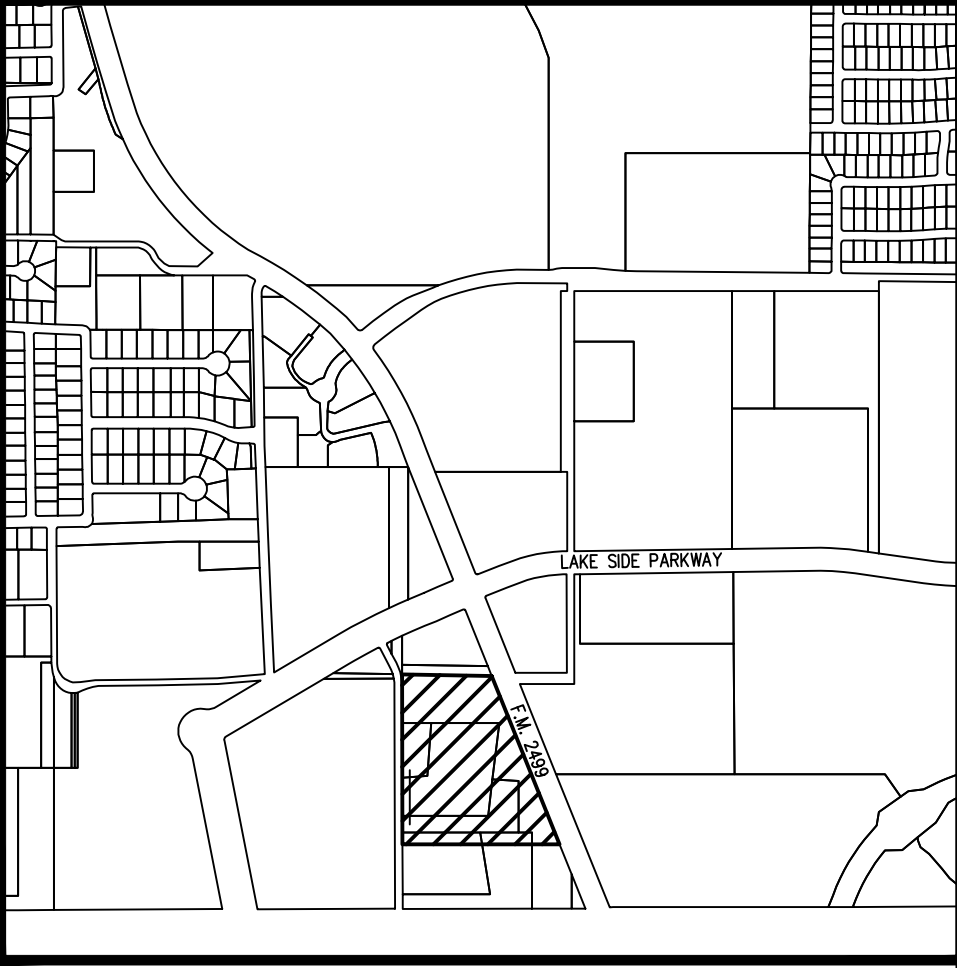
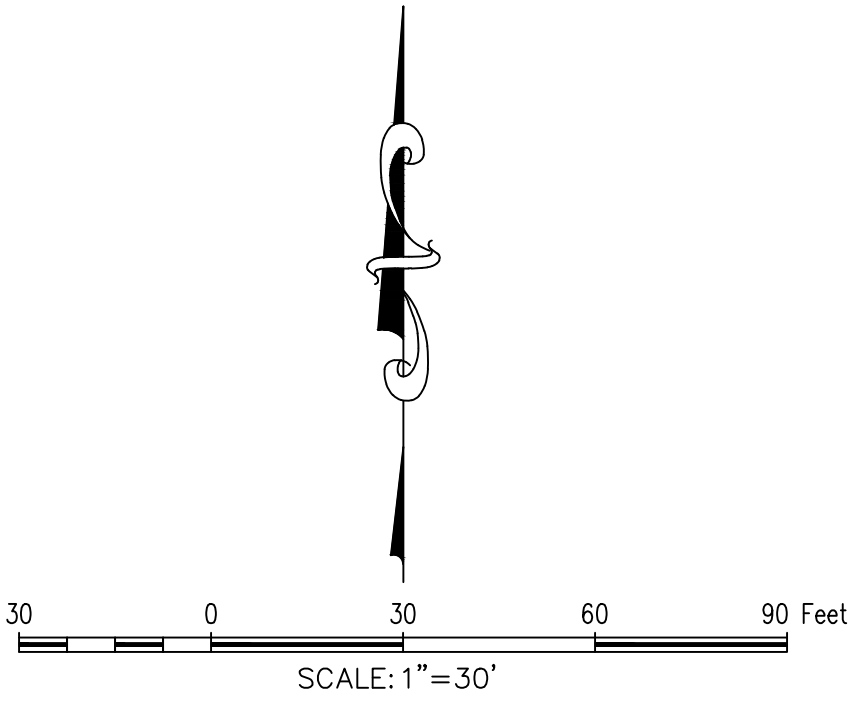
\*491 Parking Spaces Provided

| Shared Parking Numbers for Buildings 4 & 5 only |         |         |         |          |    |
|-------------------------------------------------|---------|---------|---------|----------|----|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 4&5      |         |         |         |          |    |
| Weekday                                         |         | Weekend |         | Night    |    |
| Daytime                                         | Evening | Daytime | Evening | Midnight |    |
| 6A-6P                                           | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |    |
| Office                                          | 22      | 3       | 3       | 2        | 2  |
| Retail                                          | 26      | 47      | 52      | 37       | 3  |
| Restaurant                                      | 77      | 153     | 153     | 153      | 16 |
| Hotel                                           | 0       | 0       | 0       | 0        | 0  |
| Totals                                          | 125     | 203     | 208     | 192      | 21 |

\*470 (452 on-site + 18 on-street parking spaces)

| Revised Overall Lakeside Crossing Parking Numbers with Revised Building Square Footages for Buildings 4 & 5 |         |         |         |          |     |
|-------------------------------------------------------------------------------------------------------------|---------|---------|---------|----------|-----|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7                                                                  |         |         |         |          |     |
| Weekday                                                                                                     |         | Weekend |         | Night    |     |
| Daytime                                                                                                     | Evening | Daytime | Evening | Midnight |     |
| 6A-6P                                                                                                       | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |     |
| Office                                                                                                      | 191     | 20      | 20      | 10       | 10  |
| Retail                                                                                                      | 37      | 66      | 74      | 52       | 4   |
| Restaurant                                                                                                  | 113     | 225     | 225     | 225      | 23  |
| Hotel                                                                                                       | 94      | 134     | 94      | 134      | 94  |
| Totals                                                                                                      | 435     | 445     | 413     | 421      | 131 |

\*470 (452 on-site + 18 on-street parking spaces)



BOX CUT ON TOP OF THE WESTERN CURB OF NORTHWOOD DRIVE, NEAR A STREET LIGHT APPROXIMATELY 130' SOUTH OF THE NORTHWEST CORNER OF SUBJECT PROPERTY ELEV.=590.87

BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN CURB OF NORTHWOOD DRIVE APPROXIMATELY 58' NORTH OF THE SOUTHWEST CORNER OF THE PROPERTY ELEV.=577.78

NOTES:

- CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
- ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
- ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
- ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
- THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
- REFER TO SHEET C4 FOR PAVING HATCH LEGEND.
- ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
- THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
- ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
- THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.



The John R. McAdams Company, Inc.  
(DBA: G&A McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
727-436-8770 Fax  
201 Oaklawn Drive  
Roanoke, Texas 76262  
940-240-1012  
TBPE: 19762 TBPLS: 0104440  
www.mcadamsco.com

**MCADAMS**

**G&A**

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lots 4 & 5, Block A  
In the  
3.040 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1262  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

SITE PLAN AND DIMENSION  
CONTROL PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR  
INTERIM REVIEW AND IS  
NOT INTENDED FOR  
CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES.  
G&A | MCADAMS,  
TBPE: 19762  
ROBERT JOHN DOLLAH, JR.,  
P.E. #66898  
DATE: 6/4/2019

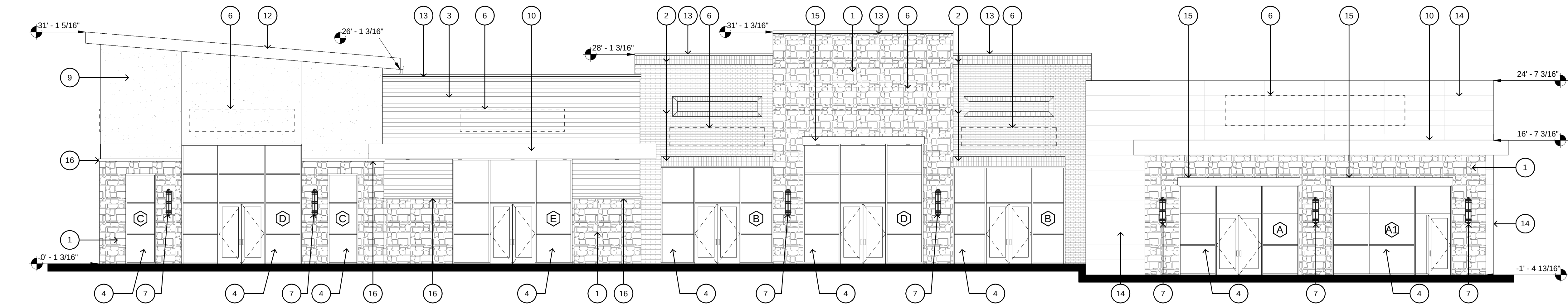
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Date: 01/07/2019  
Scale: 1"=30'  
Revisions:  
03/13/2019  
04/15/2019  
05/20/2019

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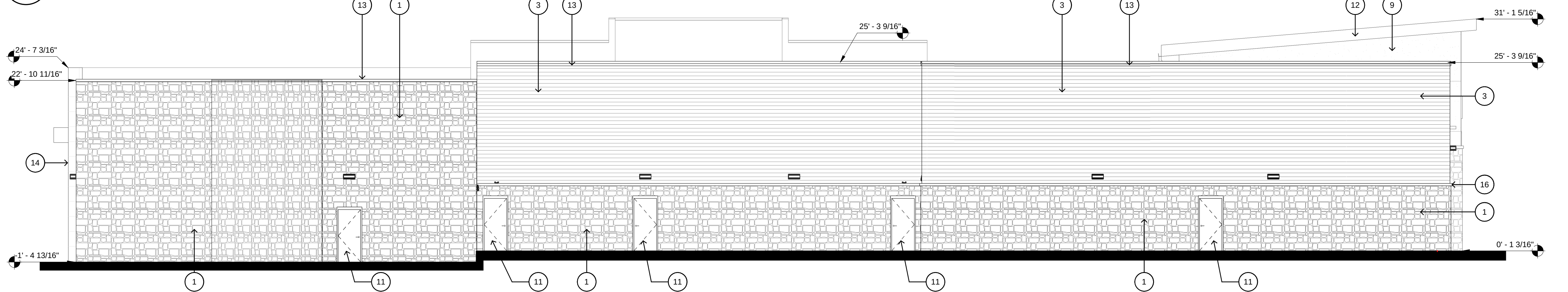
C3

OWNER/DEVELOPER  
NEWSTREAM COMMERCIAL  
311 S. OAK STREET, SUITE 250  
ROANOKE, TX 76262  
Ph. 817-602-0578  
Contact: MR. TROY LEWIS

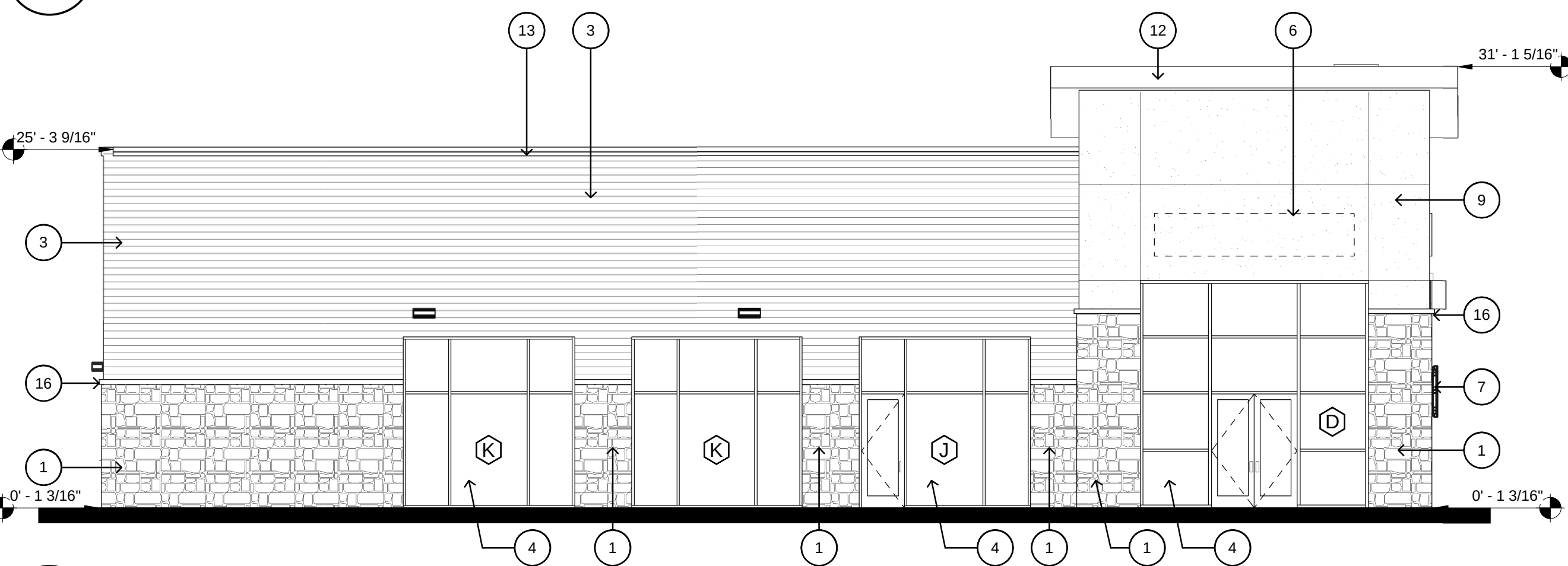




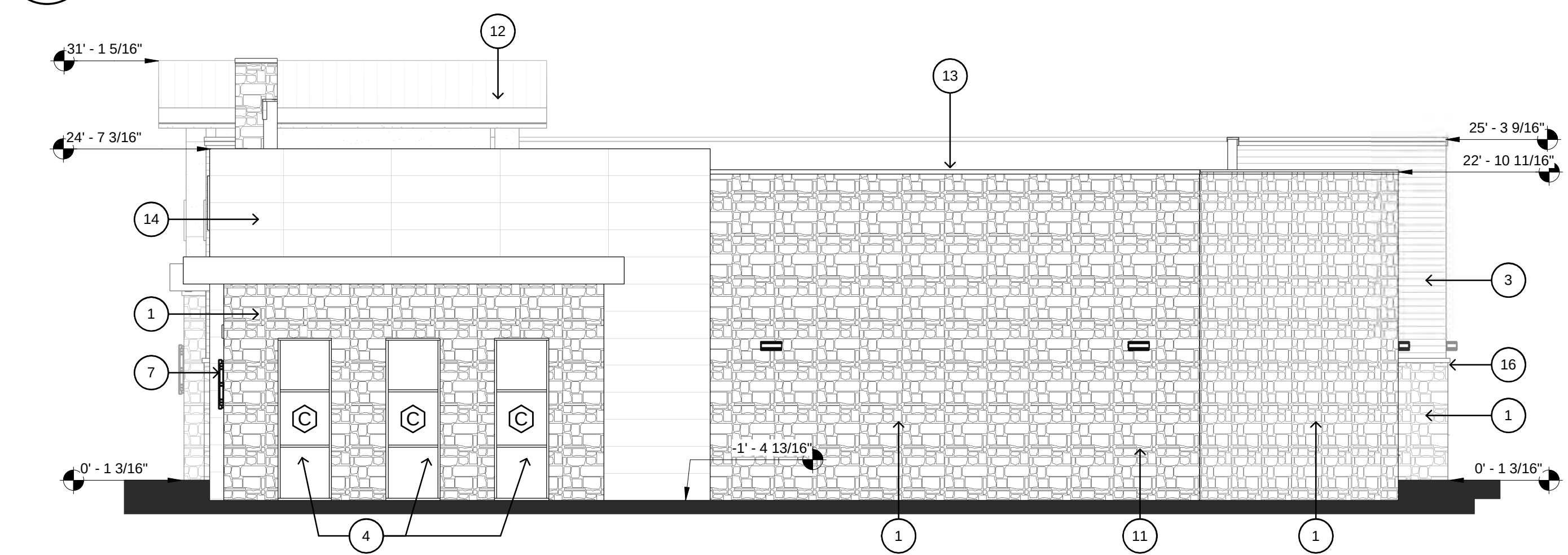
**1 BUILDING 4 - EAST**  
SCALE: 1/8" = 1'-0"



**2 BUILDING 4 - WEST**  
SCALE: 1/8" = 1'-0"



**3 BUILDING 4 - SOUTH**  
SCALE: 1/8" = 1'-0"



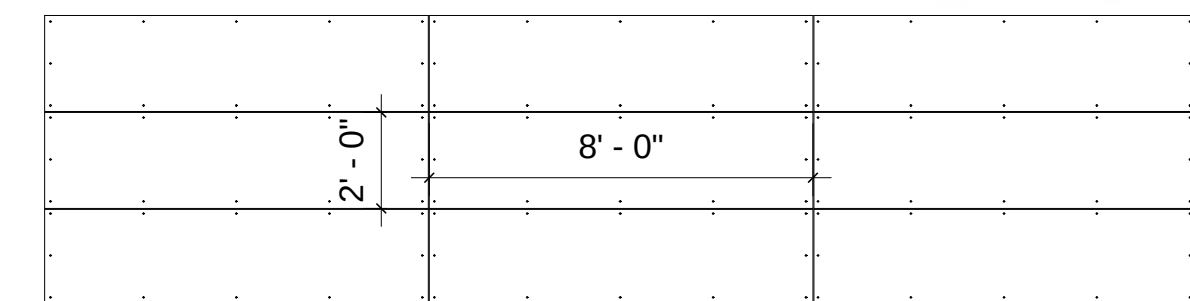
**4 BUILDING 4 - NORTH**  
SCALE: 1/8" = 1'-0"

**KEYED NOTES**

- 1 STONE (CORONADO STONE PRODUCTS - FRENCH COUNTRY VILLA SERIES); COLOR: CHAMPAGNE.
- 2 BRICK (TRIANGLE BRICK); COLOR: GRAND ISLE.
- 3 ARCHITECTURAL COMPOSITE WALL PANEL (NICHIA ROUGHSAWN); COLOR: ESPRESSO.
- 4 ALUMINUM STOREFRONT SYSTEM (CLEAR ANODIZED ALUMINUM).
- 6 FUTURE TENANT SIGNAGE.
- 7 SCENCE LIGHT RE. ELEC.
- 9 STUCCO/EIFS (PAREX USA); COLOR: CAVERN.
- 10 PREFINISHED ALUMINUM CANOPY.
- 11 DOOR AS SCHEDULED.
- 12 PREFINISHED STANDING SEAM METAL ROOF.
- 13 PREFINISHED COPING CAP (PAC-CLAD); COLOR: ALMOND.
- 14 COMPOSITE WOOD PANEL (PRODEMA - PRODEX); COLOR: RUSTIK.
- 15 DECORATIVE CMU HEAD (HEADWATERS); COLOR: WHITE LIMESTONE.
- 16 DECORATIVE CMU SILL (HEADWATERS); COLOR: WHITE LIMESTONE.
- 17 FACTORY PAINTED ALUMINUM PANELS (DRI-DESIGN ALUMINUM PANEL SYSTEM); COLOR: PEWTER. 12" W. x 96" H.

| BUILDING 4 - RETAIL/RESTAURANT                     | NORTH* | SOUTH* | EAST*  | WEST*  |
|----------------------------------------------------|--------|--------|--------|--------|
| TOTAL FAÇADE SQUARE FOOTAGE:                       | 2325   | 2511   | 5176   | 4844   |
| FAÇADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS) | 2157   | 1823   | 3569   | 4722   |
| DOORS AND WINDOWS SQ. FT.                          | 168    | 688    | 1607   | 122    |
| PRIMARY MASONRY TOTALS (%)                         | 95.97% | 96.43% | 92.41% | 97.27% |
| BRICK SQ. FT.                                      | 0      | 0      | 604    | 0      |
| STONE SQ. FT.                                      | 1541   | 417    | 1206   | 2363   |
| STUCCO/EIFS SQ. FT.                                | 0      | 350    | 490    | 113    |
| ARCHITECTURAL FIBER CEMENT WALL PANEL              | 77     | 991    | 402    | 2085   |
| PRODEMA                                            | 452    | 0      | 596    | 32     |
| SECONDARY MASONRY TOTALS (%)                       | 4.03%  | 3.57%  | 7.59%  | 2.73%  |
| PREFINISHED METAL (COPING, FASCIA, TRIM)           | 87     | 65     | 271    | 129    |

\*All numbers within the column are in square feet (SQ. FT.), U.N.O.

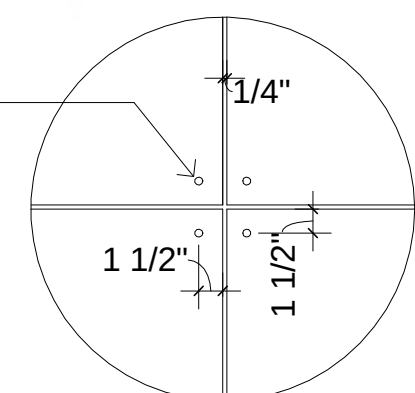


STACKED HORIZONTAL PATTERN, 2'-0" x 8'-0" PANEL SIZE

**PRODEMA PANEL LAYOUT**

SCALE: 1/4" = 1'-0"

EXPOSED FASTENING SYSTEM, RIVETS FACTORY FINISHED TO MATCH PANEL



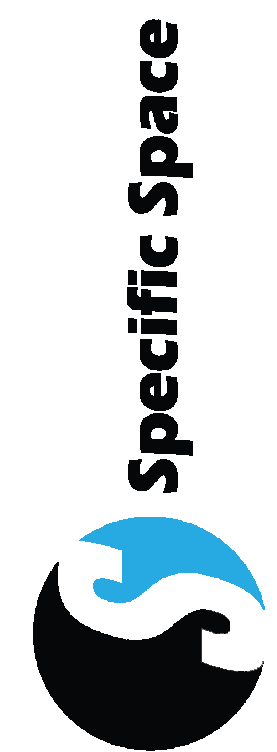
**PRODEMA JOINT DETAIL**

SCALE: 1" = 1'-0"

DOCUMENTS ARE INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.  
MARCUS R. TRIMBLE  
TX #24416

**SHOPS AT LAKESIDE**  
Flower Mound, Texas

**LAKESIDE**  
— CROSSING —

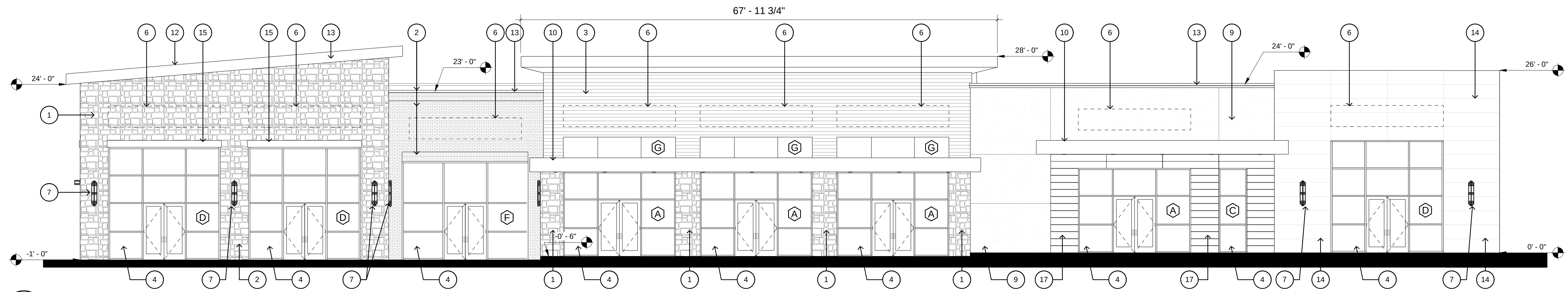


| NO. | REVISION   | DATE     |
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| 4   | REVISION 4 | 04.15.19 |
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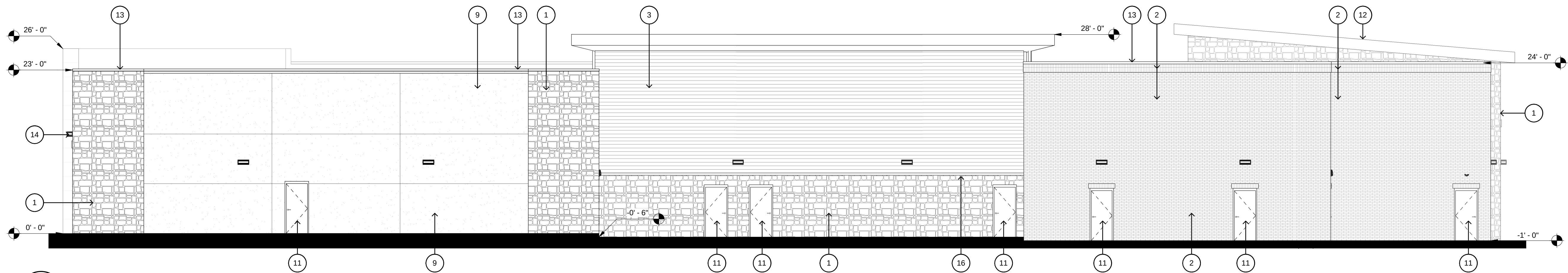
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| Project #:  | 14001    |
| Date        | 04.15.19 |
| Drawn by:   | MRT      |
| Checked by: | MRT      |

**A3.1**  
BUILDING 4  
ELEVATIONS

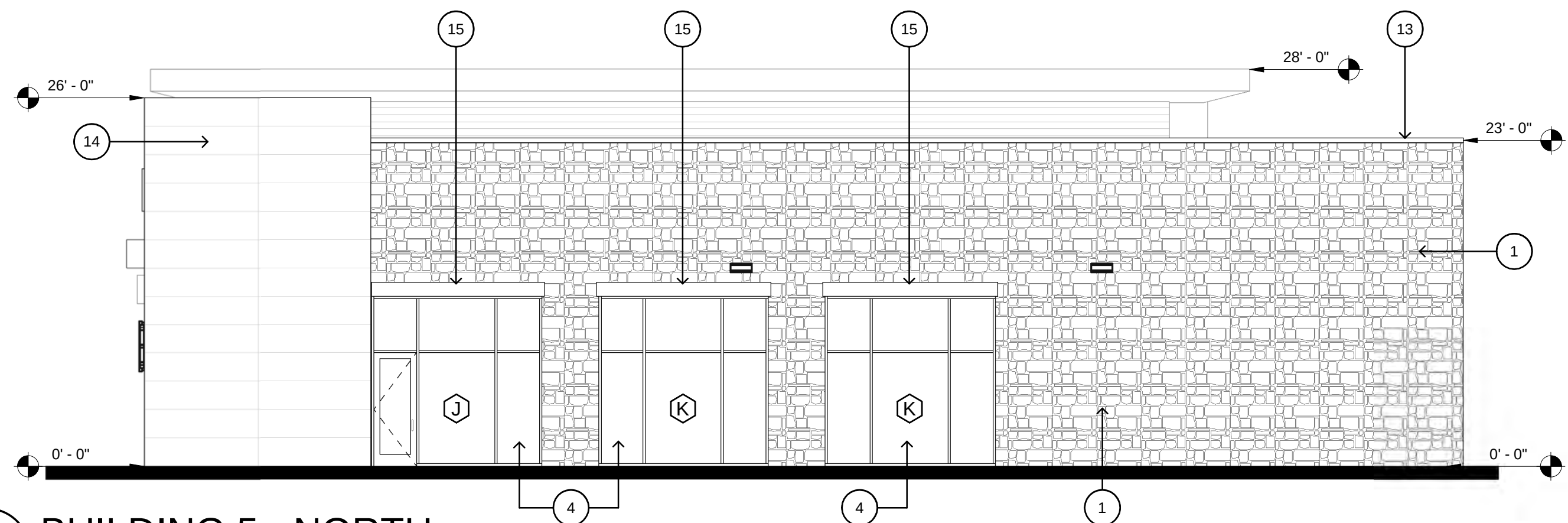




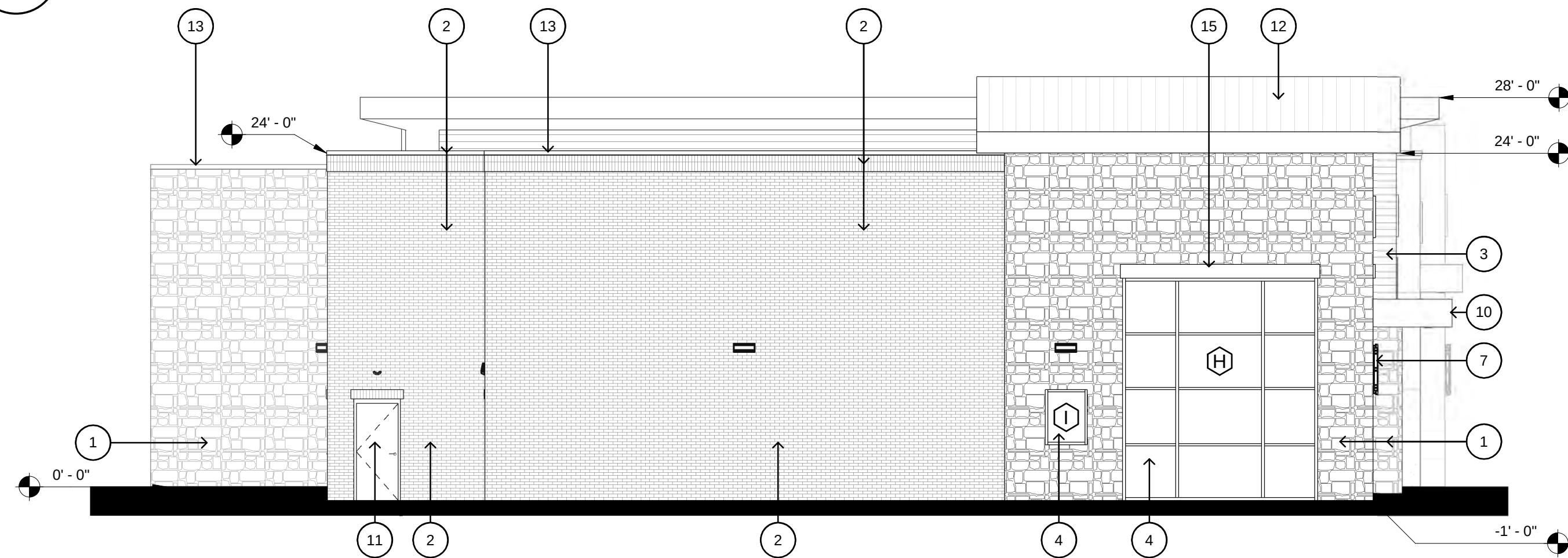
**1 BUILDING 5 - EAST**  
SCALE: 1/8" = 1'-0"



**2 BUILDING 5 - WEST**  
SCALE: 1/8" = 1'-0"



**3 BUILDING 5 - NORTH**  
SCALE: 1/8" = 1'-0"



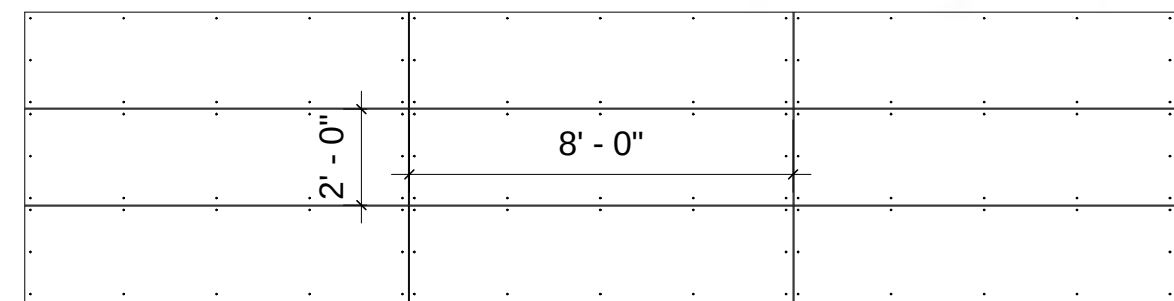
**4 BUILDING 5 - SOUTH**  
SCALE: 1/8" = 1'-0"

**KEYED NOTES**

- 1 STONE (CORONADO STONE PRODUCTS - FRENCH COUNTRY VILLA SERIES); COLOR: CHAMPAGNE.
- 2 BRICK (TRIANGLE BRICK); COLOR: GRAND ISLE.
- 3 ARCHITECTURAL COMPOSITE WALL PANEL (NICHIA ROUGHSAWN); COLOR: ESPRESSO.
- 4 ALUMINUM STOREFRONT SYSTEM (CLEAR ANODIZED ALUMINUM).
- 6 FUTURE TENANT SIGNAGE.
- 7 SCENCE LIGHT RE. ELEC.
- 9 STUCCO/EIFS (PAREX USA); COLOR: CAVERN.
- 10 PREFINISHED ALUMINUM CANOPY.
- 11 DOOR AS SCHEDULED.
- 12 PREFINISHED STANDING SEAM METAL ROOF.
- 13 PREFINISHED COPING CAP (PAC-CLAD); COLOR: ALMOND.
- 14 COMPOSITE WOOD PANEL (PRODEMA - PRODEX); COLOR: RUSTIK.
- 15 DECORATIVE CMU HEAD (HEADWATERS); COLOR: WHITE LIMESTONE.
- 16 DECORATIVE CMU SILL (HEADWATERS); COLOR: WHITE LIMESTONE.
- 17 FACTORY PAINTED ALUMINUM PANELS (DRI-DESIGN ALUMINUM PANEL SYSTEM); COLOR: PEWTER. 12" W. x 96" H.

| BUILDING 5 - RETAIL/RESTAURANT                     | NORTH* | SOUTH* | EAST*  | WEST*  |
|----------------------------------------------------|--------|--------|--------|--------|
| TOTAL FAÇADE SQUARE FOOTAGE:                       | 2203   | 2620   | 5508   | 5383   |
| FAÇADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS) | 1771   | 2360   | 3542   | 5212   |
| DOORS AND WINDOWS SQ. FT.                          | 432    | 260    | 1966   | 171    |
| PRIMARY MASONRY TOTALS (%)                         | 98.64% | 91.53% | 91.70% | 97.72% |
| BRICK SQ. FT.                                      | 0      | 1199   | 291    | 1566   |
| STONE SQ. FT.                                      | 1328   | 769    | 877    | 1079   |
| STUCCO/EIFS SQ. FT.                                | 0      | 0      | 515    | 1212   |
| ARCHITECTURAL FIBER CEMENT WALL PANEL              | 0      | 192    | 781    | 1197   |
| PRODEMA                                            | 419    | 0      | 577    | 39     |
| ALUMINUM PANELS                                    | 0      | 0      | 207    | 0      |
| SECONDARY MASONRY TOTALS (%)                       | 1.36%  | 8.47%  | 8.30%  | 2.28%  |
| PREFINISHED METAL (COPING, FASCIA, TRIM)           | 24     | 200    | 294    | 119    |

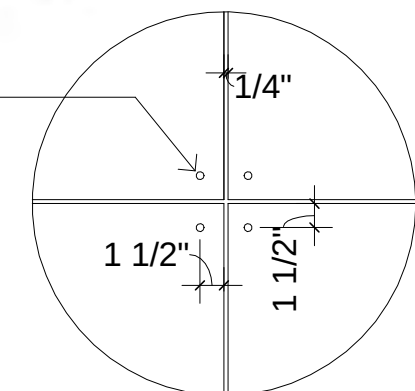
\*All numbers within the column are in square feet (SQ. FT.), U.N.O.



**PRODEMA PANEL LAYOUT**

SCALE: 1/4" = 1'-0"

EXPOSED FASTENING  
SYSTEM, RIVETS FACTORY  
FINISHED TO MATCH PANEL



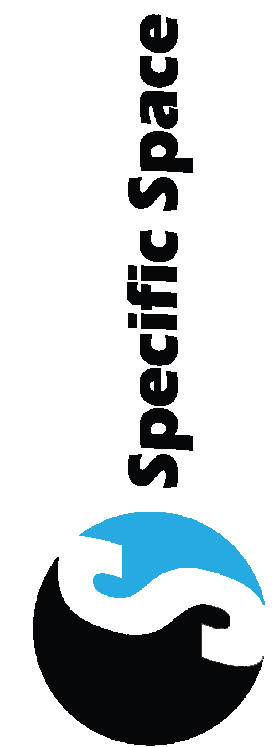
**PRODEMA JOINT DETAIL**

SCALE: 1" = 1'-0"

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MARCUS R. TRIMBLE  
TX #2416

**SHOPS AT LAKESIDE**  
Flower Mound, Texas

**LAKESIDE**  
— CROSSING —



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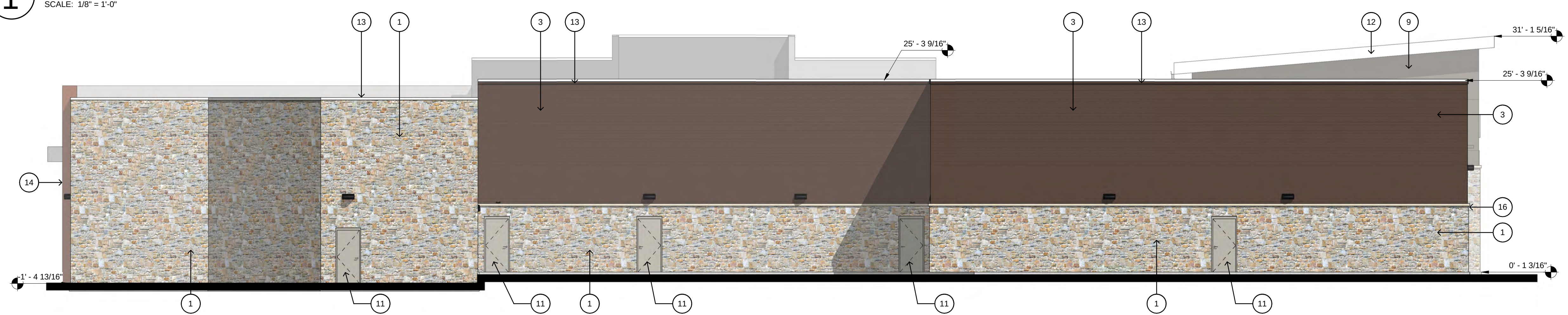
Project #: 14001  
Date 04.15.19  
Drawn by: MRT  
Checked by: MRT

**A3.2**  
BUILDING 5  
ELEVATIONS

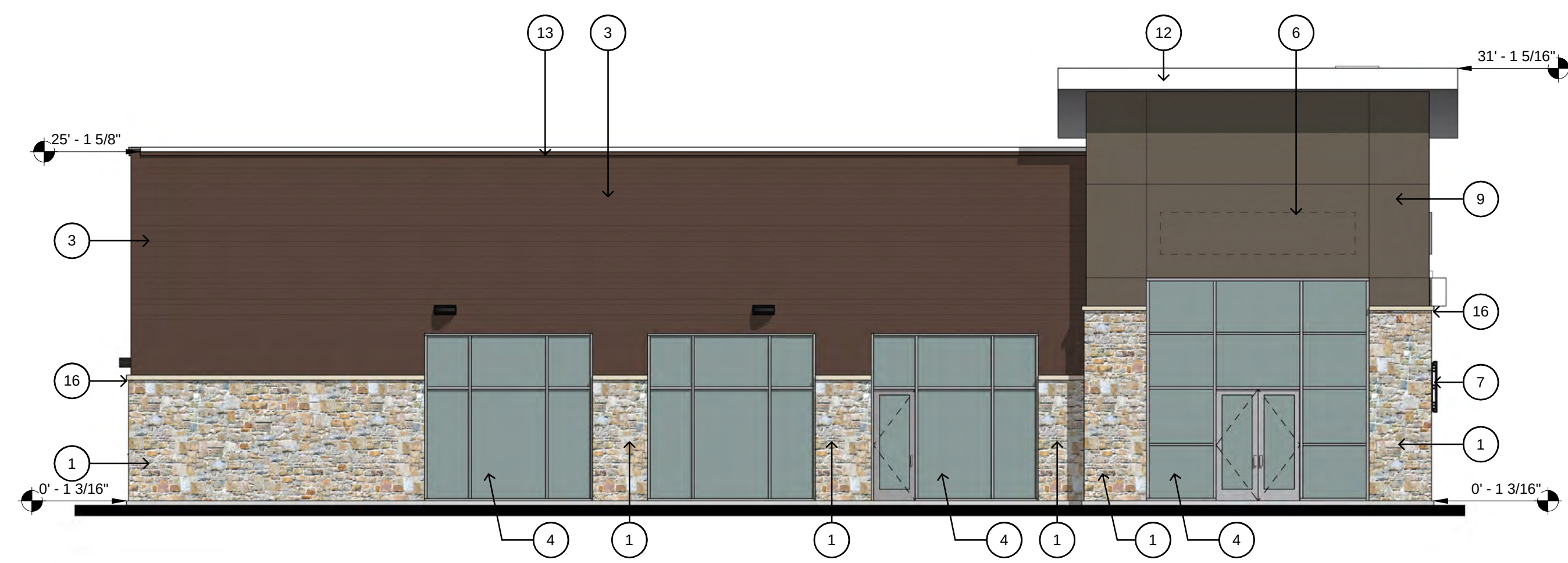




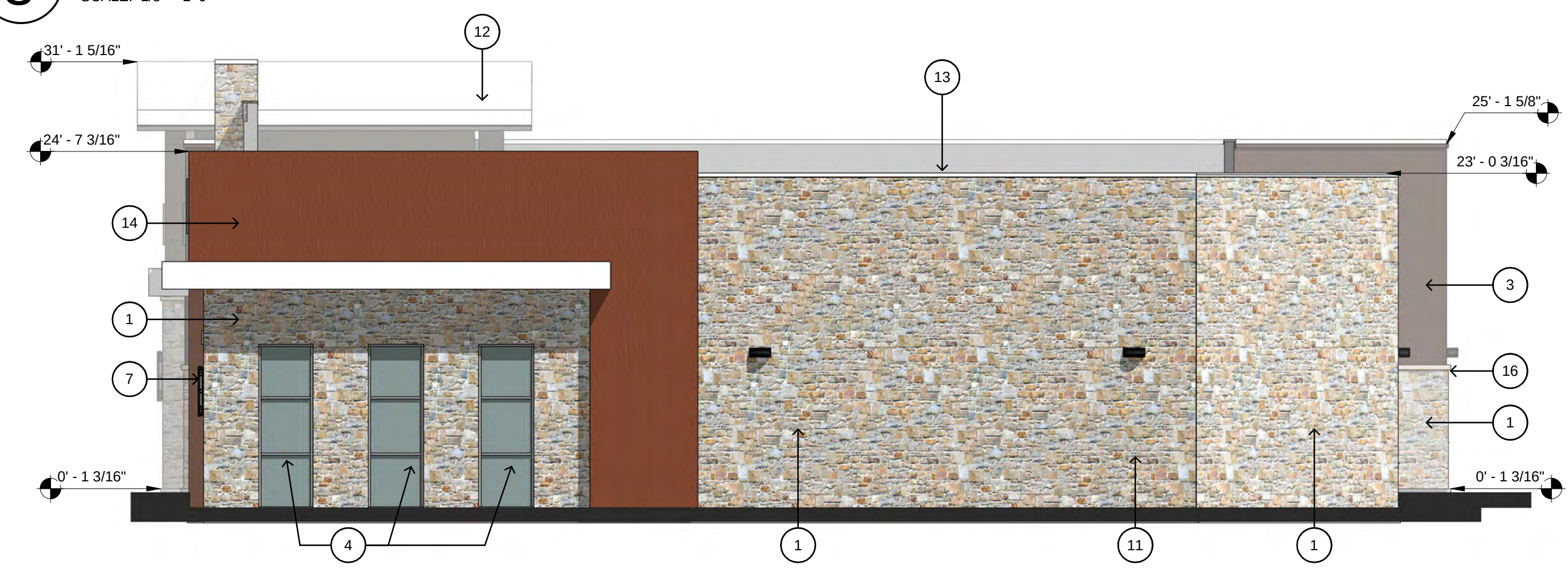
**1 BUILDING 4 - EAST**  
SCALE: 1/8" = 1'-0"



**2 BUILDING 4 - WEST**  
SCALE: 1/8" = 1'-0"



**3 BUILDING 4 - SOUTH**  
SCALE: 1/8" = 1'-0"



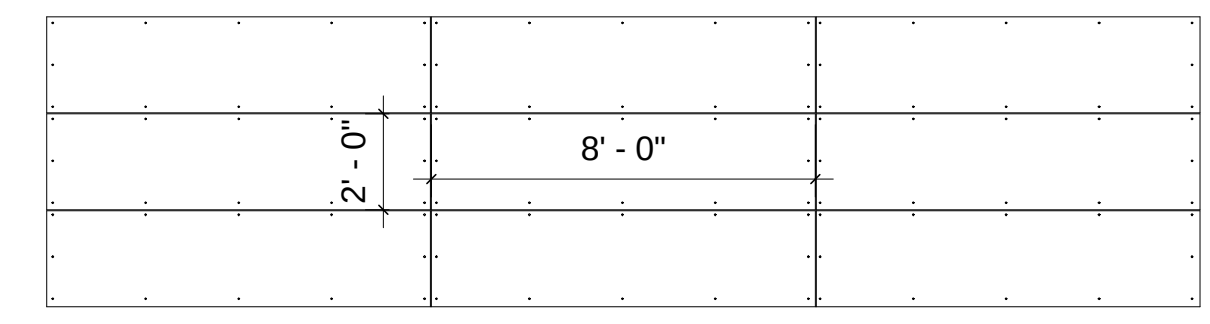
**4 BUILDING 4 - NORTH**  
SCALE: 1/8" = 1'-0"

**KEYED NOTES**

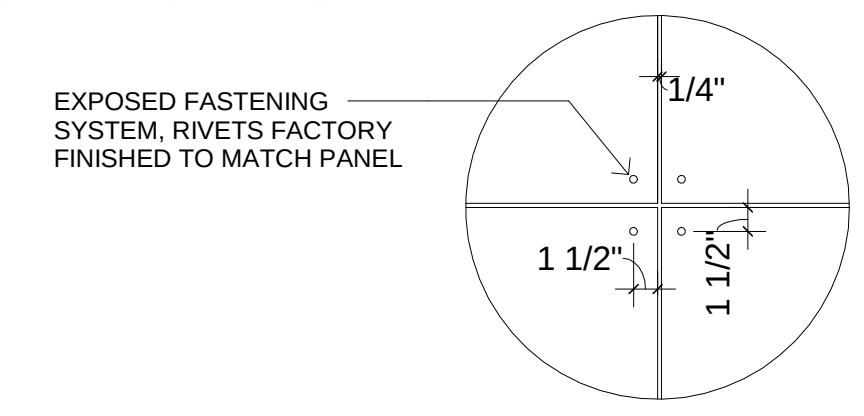
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- 17 FACTORY PAINTED ALUMINUM PANELS (DRI-DESIGN ALUMINUM PANEL SYSTEM); COLOR: PEWTER. 12" W. x 96" H.

| BUILDING 4 - RETAIL/RESTAURANT                     |  | NORTH* | SOUTH* | EAST*  | WEST*  |
|----------------------------------------------------|--|--------|--------|--------|--------|
| TOTAL FAÇADE SQUARE FOOTAGE:                       |  | 2325   | 2511   | 5176   | 4844   |
| FAÇADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS) |  | 2157   | 1823   | 3569   | 4722   |
| DOORS AND WINDOWS SQ. FT.                          |  | 168    | 688    | 1607   | 122    |
| PRIMARY MASONRY TOTALS (%)                         |  | 95.97% | 96.43% | 92.41% | 97.27% |
| BRICK SQ. FT.                                      |  | 0      | 0      | 604    | 0      |
| STONE SQ. FT.                                      |  | 1541   | 417    | 1206   | 2363   |
| STUCCO/EIFS SQ. FT.                                |  | 0      | 350    | 490    | 113    |
| ARCHITECTURAL FIBER CEMENT WALL PANEL              |  | 77     | 991    | 402    | 2085   |
| PRODEMA                                            |  | 452    | 0      | 596    | 32     |
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| PREFINISHED METAL (COPING, FASCIA, TRIM)           |  | 87     | 65     | 271    | 129    |

\*All numbers within the column are in square feet (SQ. FT.), U.N.O.



STACKED HORIZONTAL PATTERN, 2'-0" x 8'-0" PANEL SIZE  
**PRODEMA PANEL LAYOUT**  
SCALE: 1/4" = 1'-0"



EXPOSED FASTENING SYSTEM, RIVETS FACTORY FINISHED TO MATCH PANEL  
**PRODEMA JOINT DETAIL**  
SCALE: 1" = 1'-0"

DOCUMENTS ARE INCOMPLETE AND  
MAY NOT BE USED FOR  
REGULATORY APPROVAL, PERMIT, OR  
CONSTRUCTION.  
MARCUS R. TRIMBLE  
TX #24416

**SHOPS AT LAKESIDE**  
Flower Mound, Texas

**LAKESIDE**  
— CROSSING —

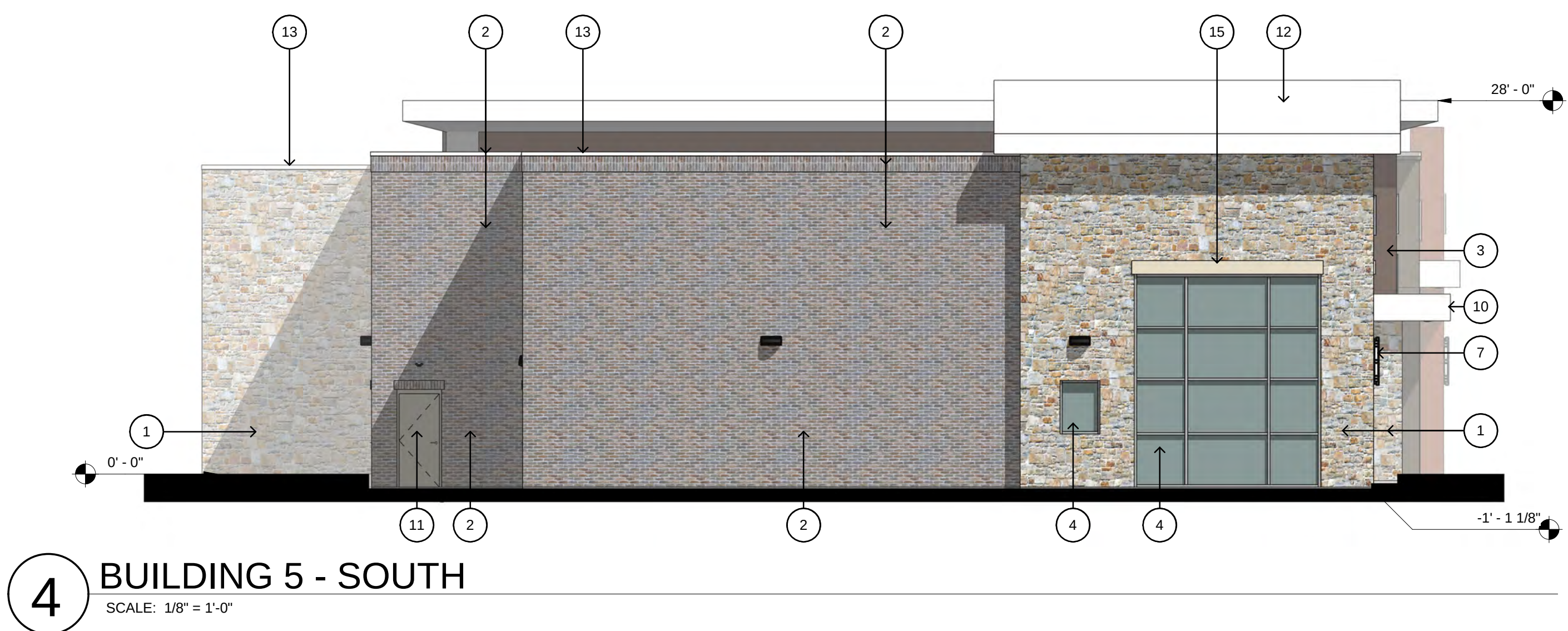
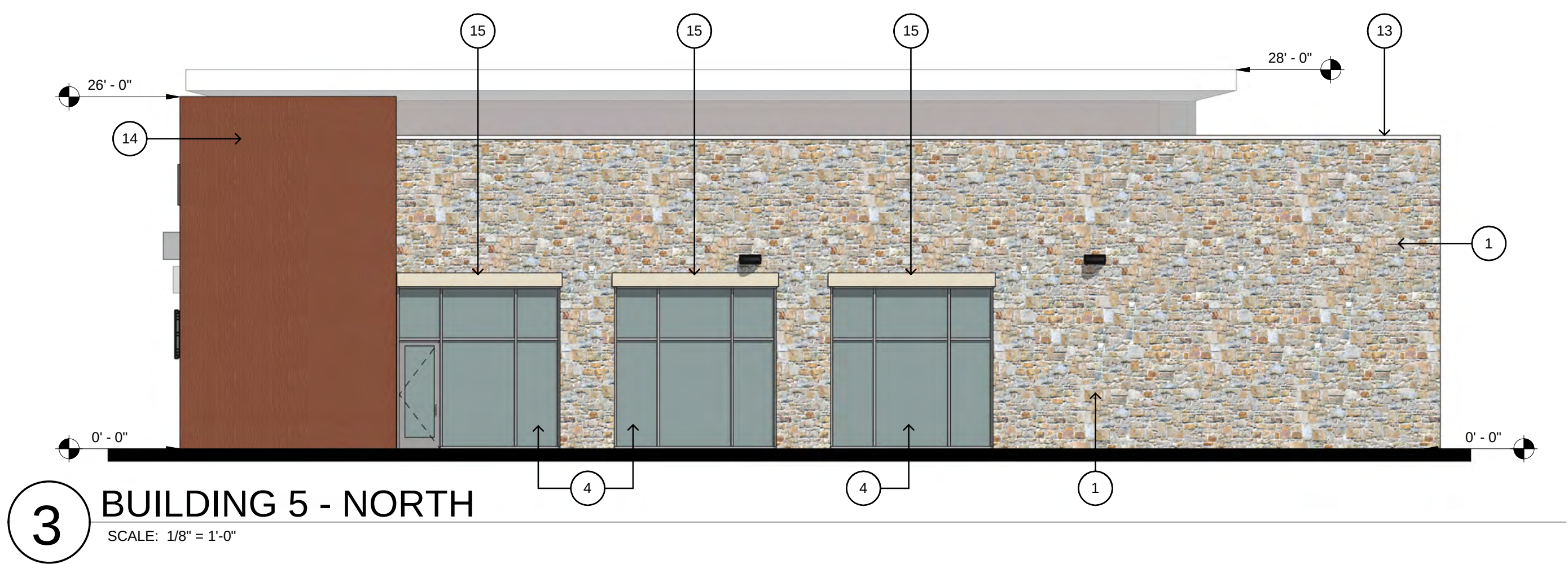
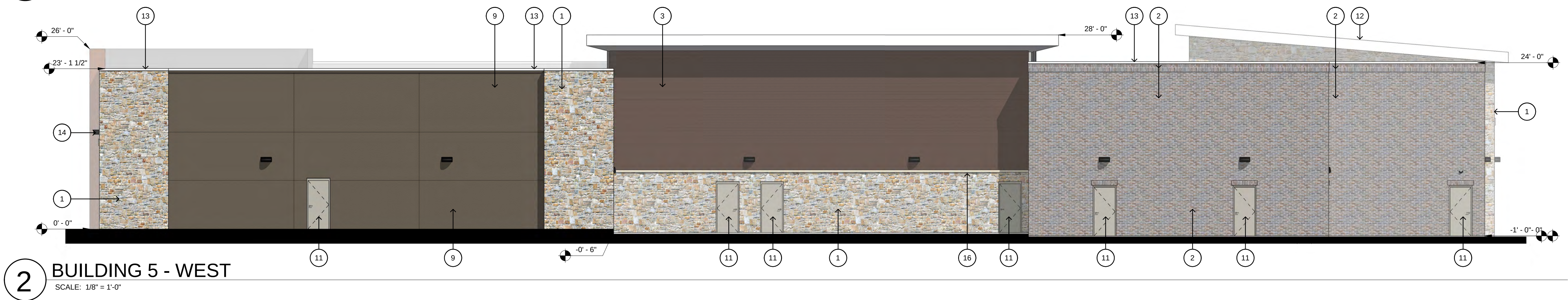
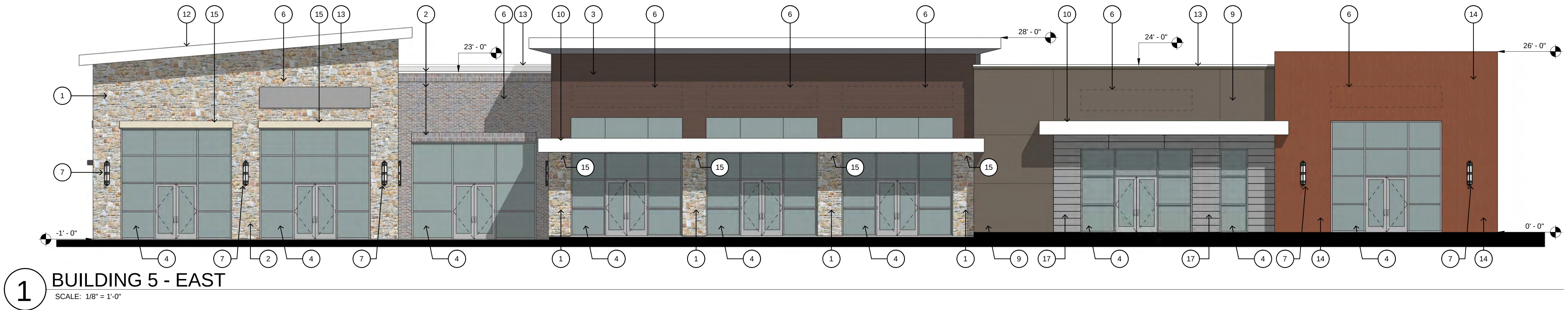


| NO. | REVISION   | DATE     |
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| 4   | REVISION 4 | 04.15.19 |
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Project #: 14001  
Date 04.15.19  
Drawn by: MRT  
Checked by: MRT

**A9.1**  
BUILDING 4  
ELEVATIONS -  
COLOR



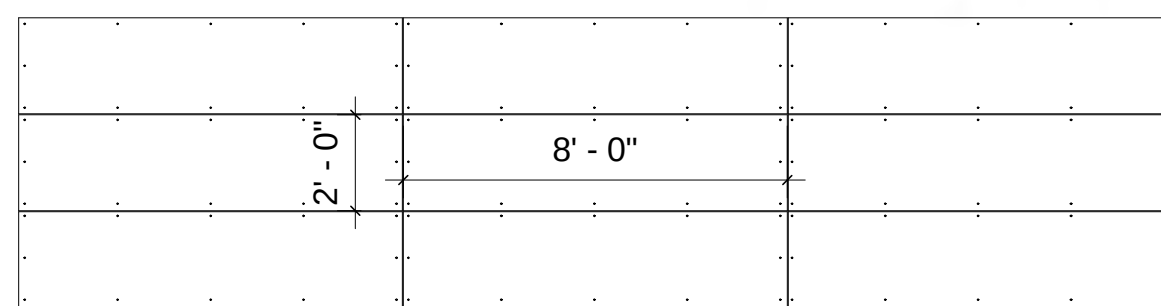


**KEYED NOTES**

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| BUILDING 5 - RETAIL/RESTAURANT                     | NORTH* | SOUTH* | EAST*  | WEST*  |
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| TOTAL FAÇADE SQUARE FOOTAGE:                       | 2203   | 2620   | 5508   | 5383   |
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| BRICK SQ. FT.                                      | 0      | 1199   | 291    | 1566   |
| STONE SQ. FT.                                      | 1328   | 769    | 877    | 1079   |
| STUCCO/EIFS SQ. FT.                                | 0      | 0      | 515    | 1212   |
| ARCHITECTURAL FIBER CEMENT WALL PANEL              | 0      | 192    | 781    | 1197   |
| PRODEMA                                            | 419    | 0      | 577    | 39     |
| ALUMINUM PANELS                                    | 0      | 0      | 207    | 0      |
| SECONDARY MASONRY TOTALS (%)                       | 1.36%  | 8.47%  | 8.30%  | 2.28%  |
| PREFINISHED METAL (COPING, FASCIA, TRIM)           | 24     | 200    | 294    | 119    |

\*All numbers within the column are in square feet (SQ. FT.), U.N.O.

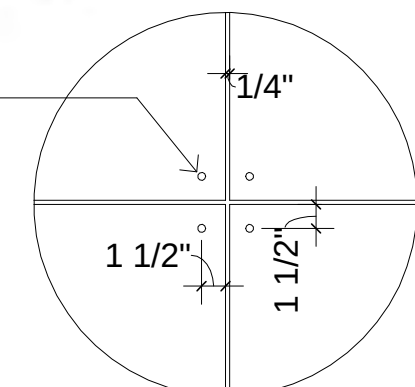


STACKED HORIZONTAL PATTERN, 2'-0" x 8'-0" PANEL SIZE

**PRODEMA PANEL LAYOUT**

SCALE: 1/4" = 1'-0"

EXPOSED FASTENING  
SYSTEM, RIVETS FACTORY  
FINISHED TO MATCH PANEL

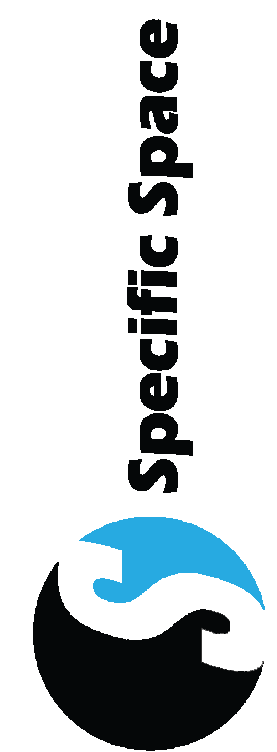


**PRODEMA JOINT DETAIL**

SCALE: 1" = 1'-0"

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REGULATORY APPROVAL, PERMIT, OR  
CONSTRUCTION.  
MARCUS R. TRIMBLE  
TX #24416

**LAKESIDE SHOPS AT LAKESIDE**  
Flower Mound, Texas  
— CROSSING —

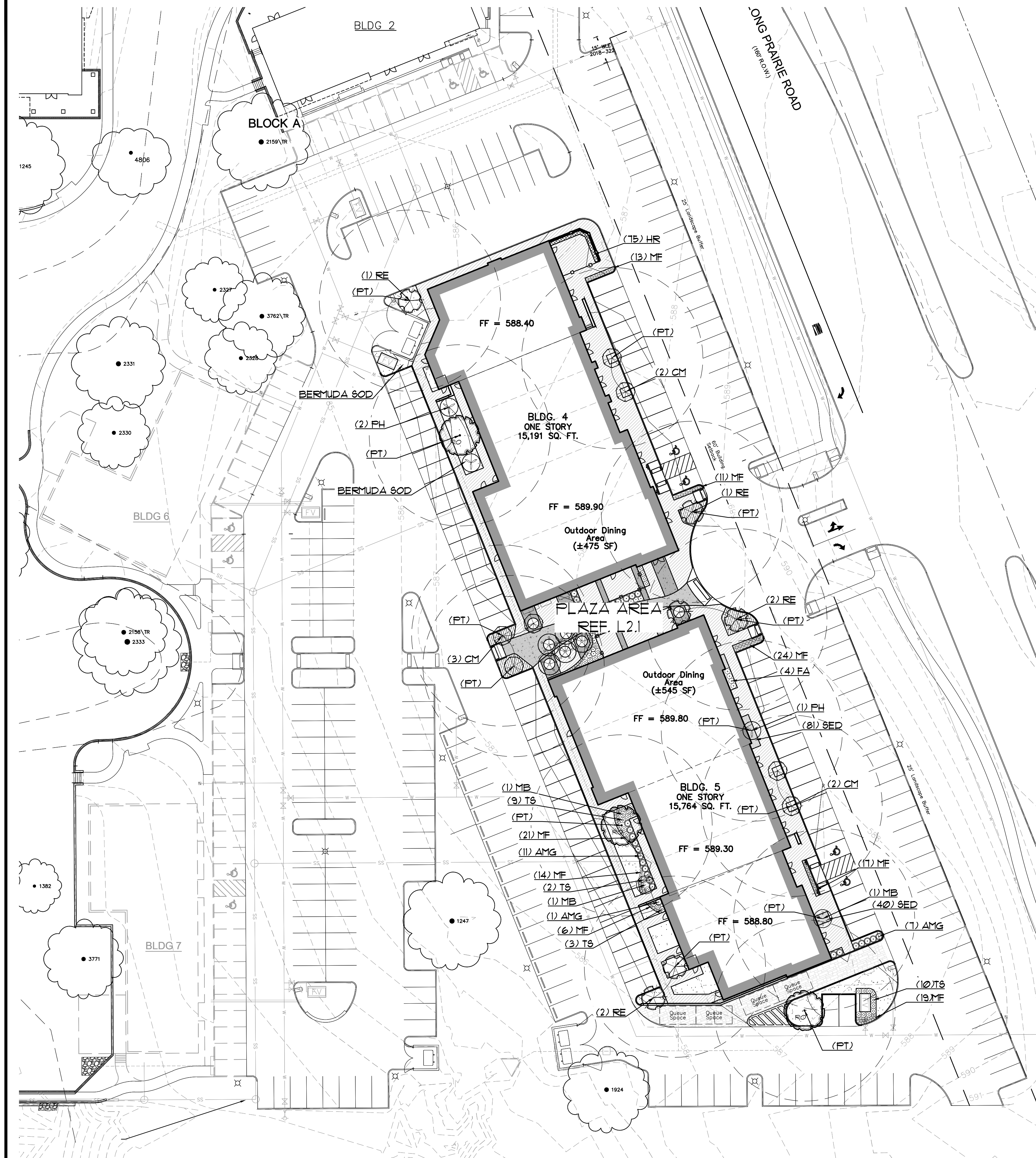


| NO. | REVISION   | DATE     |
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| 4   | REVISION 4 | 04.15.19 |
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Project #: 14001  
Date 04.15.19  
Drawn by: MRT  
Checked by: MRT

**A9.2**  
BUILDING 5  
ELEVATIONS -  
COLOR





LANDSCAPE REQUIREMENT COMPLIANCE  
TOWN OF FLOWER MOUND  
Lakeside Crossing: Buildings 4 & 5

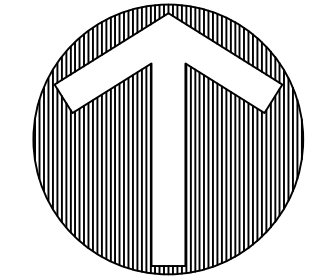
| LAKESIDE CROSSING: STREET YARD TREES                                         |                                             |                                    |                                                                 |
|------------------------------------------------------------------------------|---------------------------------------------|------------------------------------|-----------------------------------------------------------------|
| STANDARD                                                                     | TOTAL STREET YARD (SQUARE FEET)             | REQUIRED                           | PROVIDED                                                        |
| Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.         | 82,740 s.f. of Long Prairie Rd. street yard | 39 trees (3" cal.)                 | 48 trees (3" cal.) + 2 existing specimen                        |
|                                                                              | 61,206 s.f. of Northwood Dr. street yard    | 31 trees (3" cal.)                 | 23 trees (3" cal.) + 9 existing specimen                        |
| LAKESIDE CROSSING BUILDING 4 & 5: STREET YARD TREES                          |                                             |                                    |                                                                 |
| STANDARD                                                                     | TOTAL STREET YARD (SQUARE FEET)             | REQUIRED                           | PROVIDED                                                        |
| Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.         | 82,740 s.f. of Long Prairie Rd. street yard | 39 trees (3" cal.)                 | n/a                                                             |
|                                                                              | 61,206 s.f. of Northwood Dr. street yard    | n/a                                | n/a                                                             |
| LAKESIDE CROSSING: PARKING AREA LANDSCAPING                                  |                                             |                                    |                                                                 |
| STANDARD                                                                     | # OF PARK SPACES                            | REQUIRED                           | PROVIDED                                                        |
| 90 s.f. per 12 spaces                                                        | 470 parking spaces                          | 3,525 s.f.                         | 24,462 s.f.                                                     |
| LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA LANDSCAPING                   |                                             |                                    |                                                                 |
| STANDARD                                                                     | # OF PARK SPACES                            | REQUIRED                           | PROVIDED                                                        |
| 90 s.f. per 12 spaces                                                        | 71 of 470 spaces                            | 533 s.f. of 3,525 s.f.             | 1,391 s.f.                                                      |
| LAKESIDE CROSSING: PARKING AREA TREES                                        |                                             |                                    |                                                                 |
| STANDARD                                                                     | # OF PARK SPACES                            | REQUIRED                           | PROVIDED                                                        |
| 1 per 10 parking spaces                                                      | 470 parking spaces                          | 47 trees (3" cal.)                 | 50 trees<br>See Note #3                                         |
| LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA TREES                         |                                             |                                    |                                                                 |
| STANDARD                                                                     | # OF PARK SPACES                            | REQUIRED                           | PROVIDED                                                        |
| 1 per 10 parking spaces                                                      | 71 of 470 spaces                            | 8 of 47 trees (3" cal.)            | 3 tree (3" cal.)<br>10 ornamental trees<br>(14 out of 47 = 30%) |
| **All parking spaces to be located within a 50 ft. avg. of parking lot tree. |                                             |                                    |                                                                 |
| LAKESIDE CROSSING: PARKING AREA SCREENING                                    |                                             |                                    |                                                                 |
| STANDARD                                                                     |                                             | Landscape berm or screening shrubs | PROVIDED                                                        |
| All head parking to be screened from street view                             |                                             | 3' ht. screen                      | Screening shrubs (3' ht.)                                       |
| LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA SCREENING                     |                                             |                                    |                                                                 |
| STANDARD                                                                     |                                             | Landscape berm or screening shrubs | PROVIDED                                                        |
| All head parking to be screened from street view                             |                                             | 3' ht. screen                      | n/a                                                             |

Lakeside Crossing Notes:

- \*\*\*TREE MITIGATION: (19) 3" cal. trees called out on landscape plan as (MIT).
- \*\*\*Note #1: Tree #319, 238, 240, 241, 242, 243 (1 credits each = 6 credits) + 1 new trees (3" cal.) = 12 landscape buffer trees
- \*\*\*Note #2: Tree #5163 (6 credits) + #5159 (6 credits) + #5162 (5 credits) + #247 (4 credits) + #924 (5 credits) + 41 new trees = 12 parking trees
- \*\*\*Note #3: Lakeside Crossing (Phase 1) Parking Lot Trees = 15 (3-inch) cal. trees + 3 existing trees + 3 ornamental trees + 21 parking lot trees  
Lakeside Crossing Building 4 & 5 Parking Lot Trees = 3 (3-inch) cal. trees + 10 ornamental trees + 13 parking lot trees  
Future Lakeside Crossing Phase Parking Lot Trees = 14 (3-inch) cal. trees + 2 existing trees + 16 parking lot trees  
PARKING LOT TREE TOTAL: 21 trees + 13 trees + 16 trees = 50 parking lot trees

PLANT LIST

| QTY. | COMMON NAME           | BOTANICAL NAME                       | SIZE    | MIN. HT. | SPACE    | REMARKS      |
|------|-----------------------|--------------------------------------|---------|----------|----------|--------------|
| 3    | RED OAK               | Quercus shumardii                    | 3" cal. | 10'-12'  | Per Plan | Single Trunk |
| 5    | RIVER BIRCH           | Betula nigra                         | 3" cal. | 10'-12'  | Per Plan | Multi-Trunk  |
| 6    | RED BUD               | Cercis canadensis                    | 30 gal. | 7'-8'    | Per Plan | Full         |
| 1    | CRAPE MYRTLE          | Lagerstroemia indica 'Tuscarora'     | 30 gal. | 7'-8'    | Per Plan | Multi-Trunk  |
| 3    | POSSUMHAW HOLLY       | Ilex verticillata                    | 30 gal. | 7'-8'    | Per Plan | Full         |
| 2    | MEXICAN BUCKEYE       | Ungnadia speciosa                    | 15 gal. | 5'-6'    | Per Plan | Multi-trunk  |
| 36   | ADAGIO MAIDEN GRASS   | Miscanthus sinensis 'Adagio'         | 5 gal.  | 36"      | Per Plan | Full         |
| 35   | DWARF TEXAS SAGE      | Leucophyllum frutescens 'Bertstar'   | 5 gal.  | 30"      | Per Plan | Full         |
| 5    | FLAME ACANTHUS        | Anisacanthus quadrifidus v. wrightii | 3 gal.  | 30"      | Per Plan | Full         |
| 134  | MEXICAN FEATHER GRASS | Nassella tenuissima                  | 3 gal.  | 18"      | Per Plan | Full         |
| 20   | RED YUCCA             | Hesperaloe parviflora                | 3 gal.  | 12"      | Per Plan | Xeri         |
| 75   | HORSETAIL REED        | Equisetum hyemale                    | 1 gal.  | 12"      | Per Plan | Full         |
| 121  | TEXAS SEDGE           | Carex texensis                       | 1 gal.  | 6"       | Per Plan | Full         |
| 428  | SEASONAL COLOR        |                                      | 4" pot  | 6"       | Per Plan | Full         |



SCALE: 1" = 30'

LEGEND

|  |                                                                    |
|--|--------------------------------------------------------------------|
|  | (RO) RED OAK<br><i>Quercus shumardii</i>                           |
|  | (RB) RIVER BIRCH<br><i>Betula nigra</i>                            |
|  | (RE) RED BUD<br><i>Cercis canadensis</i>                           |
|  | (CM) CRAPE MYRTLE<br><i>Lagerstroemia indica</i>                   |
|  | (PH) POSSUMHAW HOLLY<br><i>Ilex verticillata</i>                   |
|  | (MB) MEXICAN BUCKEYE<br><i>Ungnadia speciosa</i>                   |
|  | (AMG) ADAGIO MAIDEN GRASS<br><i>Miscanthus sinensis 'Adagio'</i>   |
|  | (TS) DWARF TEXAS SAGE<br><i>Leucophyllum frutescens 'Bertstar'</i> |
|  | (FA) FLAME ACANTHUS<br><i>Anisacanthus quadrifidus v. wrightii</i> |
|  | (MF) MEXICAN FEATHER GRASS<br><i>Nassella tenuissima</i>           |
|  | (RY) RED YUCCA<br><i>Hesperaloe parviflora</i>                     |
|  | (HR) HORSETAIL REED<br><i>Equisetum hyemale</i>                    |
|  | (SED) TEXAS SEDGE<br><i>Carex texensis</i>                         |
|  | SEASONAL COLOR                                                     |

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A

3.04 Acres

J.N. TANNER SURVEY, ABSTRACT NO. 1252

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

LANDSCAPE PLAN

18351

L2.0

OWNER/DEVELOPER  
NEWSTREAM COMMERCIAL  
311 S. OAK STREET, SUITE 205  
ROANOKE, TX 76262  
Ph. 817-602-0578  
Contact: MR. TROY LEWIS

PRELIMINARY PLANS  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.  
JAMESON PINSON LANDSCAPE ARCHITECT  
DATED 5/30/2019

Drawn By: MH  
Date: 01/07/2019  
Scale: 1" = 30'  
Revisions:  
03/13/2019  
04/15/2019  
05/20/2019





| SITE DATA TABLE – LAKESIDE CROSSING BUILDINGS 4&5          |                     |          |
|------------------------------------------------------------|---------------------|----------|
| Physical Address                                           | TBD                 |          |
| Gross Site Area                                            | 3.040 A; 132,422 SF |          |
| Net Site Area                                              | 3.040 A; 132,422 SF |          |
| Lot Coverage                                               |                     |          |
| Building Coverage                                          |                     |          |
| Building 4                                                 | 14,717 SF; ±11.1%   |          |
| Building 5                                                 | 15,205 SF; ±11.5%   |          |
| Impervious Coverage                                        | ±90%                |          |
| Pervious Area                                              | ±10%                |          |
| Parking Summary                                            |                     |          |
| Surface Parking (refer to the shared parking charts below) |                     |          |
| Retail – 1 space per 250 Square Feet                       |                     |          |
| Office – 1 space per 300 Square Feet                       |                     |          |
| Restaurant/Patio – 1 space per 75 Square Feet              |                     |          |
| Lakeside Crossing Buildings 4&5                            | Required            | Provided |
| Building 4 (Restaurant 7,328 SF)                           | 98                  | 65       |
| Building 4 (Rest. Patio 477 SF)                            | 6                   | 2        |
| Building 4 (Retail 4,245 SF)                               | 17                  | 12       |
| Building 4 (Office 3,094 SF)                               | 10                  | 9        |
| Building 5 (Restaurant 3,087 SF)                           | 41                  | 42       |
| Building 5 (Rest. Patio 550 SF)                            | 7                   | 2        |
| Building 5 (Office 3,469 SF)                               | 12                  | 10       |
| Building 5 (Retail 8,649 SF)                               | 35                  | 28       |
| *Accessible Parking                                        | 4                   | 4        |
| Provided Parking (Adj. to Bldgs)                           | 0                   | 71       |
| Existing Adjacent Onsite Parking                           | 0                   | 99       |
| **Total Parking (Bldg. 4 & 5)                              | 208                 | 170      |
| **Total Parking (Lakeside Crossing)                        | 445                 | 470      |

| Building 4 Data      |             |
|----------------------|-------------|
| Height (story/feet)  | 1 Story     |
| Peak Height          | 31' 1 5/16" |
| Mean Height          | 28' 1 3/16" |
| Total Square Footage | 14,717 SF   |
| Building 5 Data      |             |
| Height (story/feet)  | 1 Story     |
| Peak Height          | 29' 6"      |
| Mean Height          | 27' 0"      |
| Total Square Footage | 15,205 SF   |

\*Accessible Parking Provided based on the overall shared parking numbers for Lakeside Crossing (9 Required, 14 Provided)

\*\*Total Parking numbers for Buildings 4&5 is based on the shared parking chart below, not the cumulative total from the numbers above. (Total parking numbers do NOT include any residential parking requirements, or the on-street parking in front of the residential)

| Original Lakeside Crossing Parking Numbers |         |         |         |         |          |  |
|--------------------------------------------|---------|---------|---------|---------|----------|--|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7 |         |         |         |         |          |  |
|                                            | Weekday |         | Weekend |         | Night    |  |
|                                            | Daytime | Evening | Daytime | Evening | Midnight |  |
|                                            | 6A-6P   | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |  |
| Office                                     | 222     | 23      | 23      | 12      | 12       |  |
| Retail                                     | 28      | 50      | 55      | 39      | 3        |  |
| Restaurant                                 | 139     | 277     | 277     | 277     | 28       |  |
| Hotel                                      | 94      | 134     | 94      | 134     | 94       |  |
| Totals                                     | 483     | 484     | 449     | 462     | 137      |  |

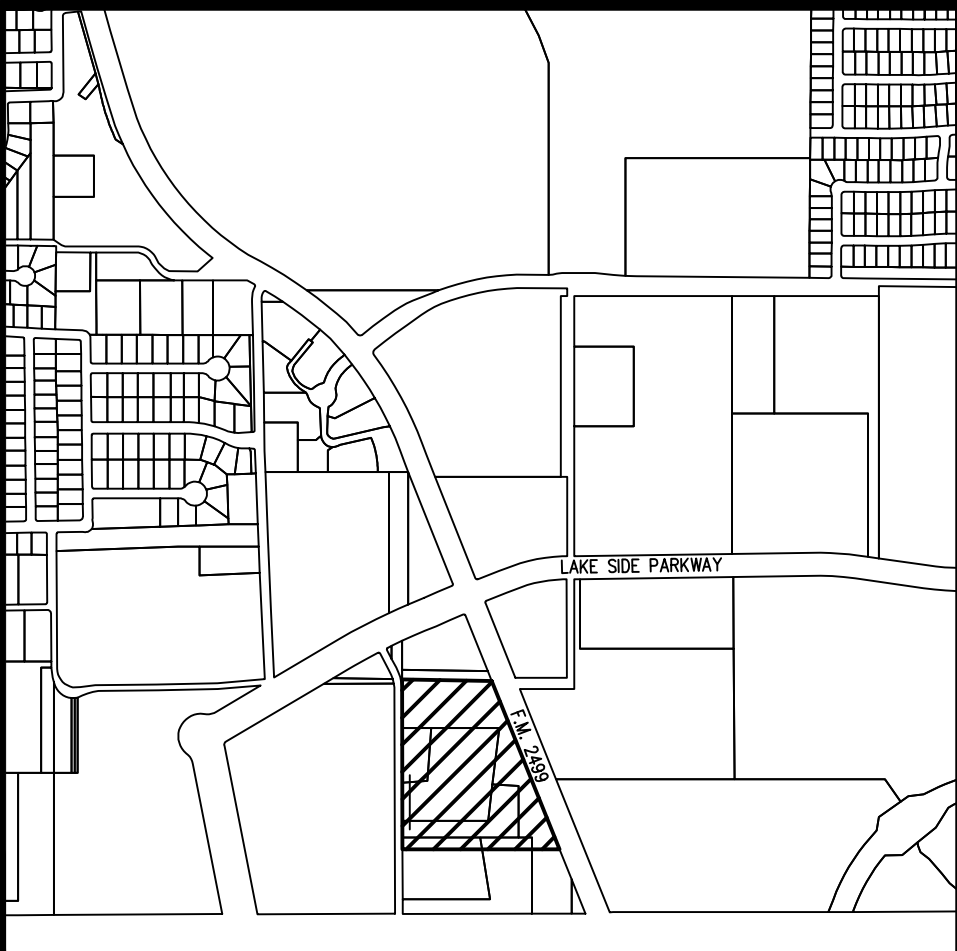
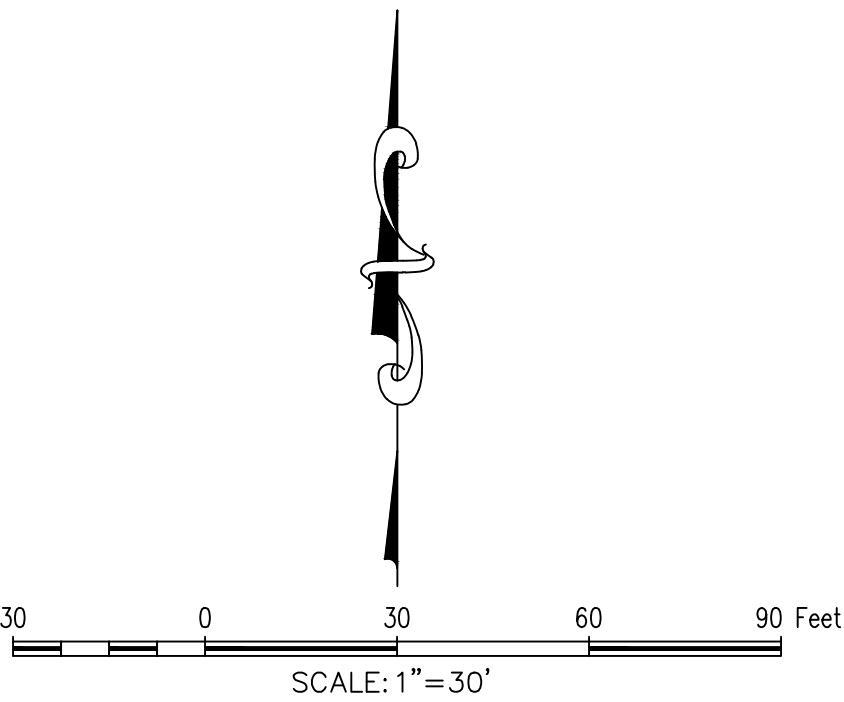
\*491 Parking Spaces Provided

| Shared Parking Numbers for Buildings 4 & 5 only |         |         |         |         |          |  |
|-------------------------------------------------|---------|---------|---------|---------|----------|--|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 4&5      |         |         |         |         |          |  |
|                                                 | Weekday |         | Weekend |         | Night    |  |
|                                                 | Daytime | Evening | Daytime | Evening | Midnight |  |
|                                                 | 6A-6P   | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |  |
| Office                                          | 22      | 3       | 3       | 2       | 2        |  |
| Retail                                          | 26      | 47      | 52      | 37      | 3        |  |
| Restaurant                                      | 77      | 153     | 153     | 153     | 16       |  |
| Hotel                                           | 0       | 0       | 0       | 0       | 0        |  |
| Totals                                          | 125     | 203     | 208     | 192     | 21       |  |

\*470 (452 on-site + 18 on-street parking spaces)

| Revised Overall Lakeside Crossing Parking Numbers with Revised Building Square Footages for Buildings 4 & 5 |         |         |         |         |          |  |
|-------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|----------|--|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7                                                                  |         |         |         |         |          |  |
|                                                                                                             | Weekday |         | Weekend |         | Night    |  |
|                                                                                                             | Daytime | Evening | Daytime | Evening | Midnight |  |
|                                                                                                             | 6A-6P   | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |  |
| Office                                                                                                      | 191     | 20      | 20      | 10      | 10       |  |
| Retail                                                                                                      | 37      | 66      | 74      | 52      | 4        |  |
| Restaurant                                                                                                  | 113     | 225     | 225     | 225     | 23       |  |
| Hotel                                                                                                       | 94      | 134     | 94      | 134     | 94       |  |
| Totals                                                                                                      | 435     | 445     | 413     | 421     | 131      |  |

\*470 (452 on-site + 18 on-street parking spaces)



Vicinity Map 1"=1000'

BOX CUT ON TOP OF THE WESTERN CURB OF NORTHWOOD DRIVE, NEAR A STREET LIGHT APPROXIMATELY 130' SOUTH OF THE NORTHWEST CORNER OF SUBJECT PROPERTY ELEV.=590.87

BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN CURB OF NORTHWOOD DRIVE APPROXIMATELY 58' NORTH OF THE SOUTHWEST CORNER OF THE PROPERTY ELEV.=577.78

NOTES:

- CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
- ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
- ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
- ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
- THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
- REFER TO SHEET C4 FOR PAVING HATCH LEGEND.
- ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
- THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
- ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
- THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.



**LAKESIDE CROSSING, BUILDINGS 4 & 5**

**McADAMS**

**G&A**

The John R. McAdams Company, Inc.  
(DBA: G&A McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
972.456.8770 Fax  
201 Oakmont Drive  
Roanoke, Texas 76262  
940.240.1012  
TBPE: 19762 TBPLS: 0104440  
www.mcadamsco.com

**LAKESIDE CROSSING, BUILDINGS 4 & 5**

**Lots 4 & 5, Block A**

In the  
**3.040 Acres**

JUN. TANNERHILL SURVEY, ABSTRACT NO. 1262  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

**SITE PLAN AND DIMENSION CONTROL PLAN**

**PRELIMINARY PLANS**

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

G&A | McADAMS,  
TBPE: 19762  
ROBERT JOHN DOLLAH, JR.,  
P.E. #66898  
DATE 6/12/2019

Drawn By: JMB  
Date: 01/07/2019  
Scale: 1"=30'  
Revisions:  
03/13/2019  
04/15/2019  
05/20/2019  
06/12/2019

**18351**

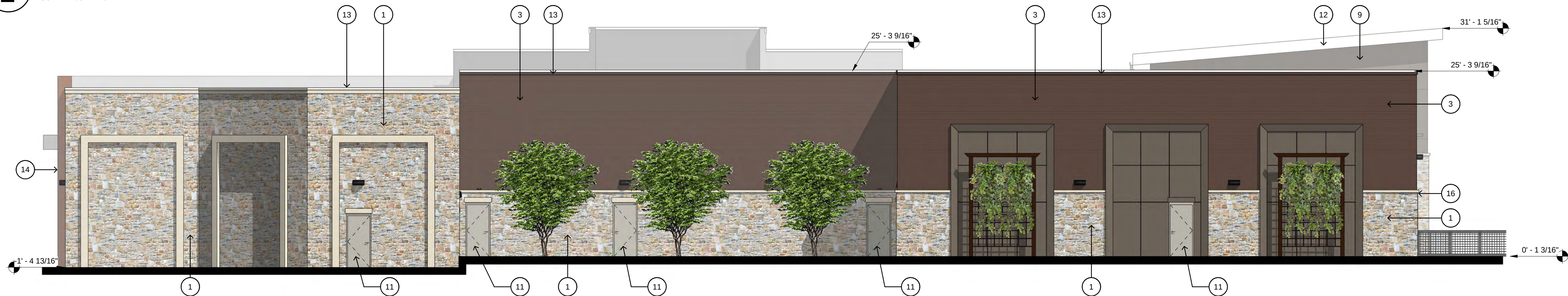
**C3**

**OWNER/DEVELOPER**  
**NEWSTREAM COMMERCIAL**  
**311 S. OAK STREET, SUITE 250**  
**ROANOKE, TX 76262**  
**Ph. 817-602-0578**  
**Contact: MR. TROY LEWIS**

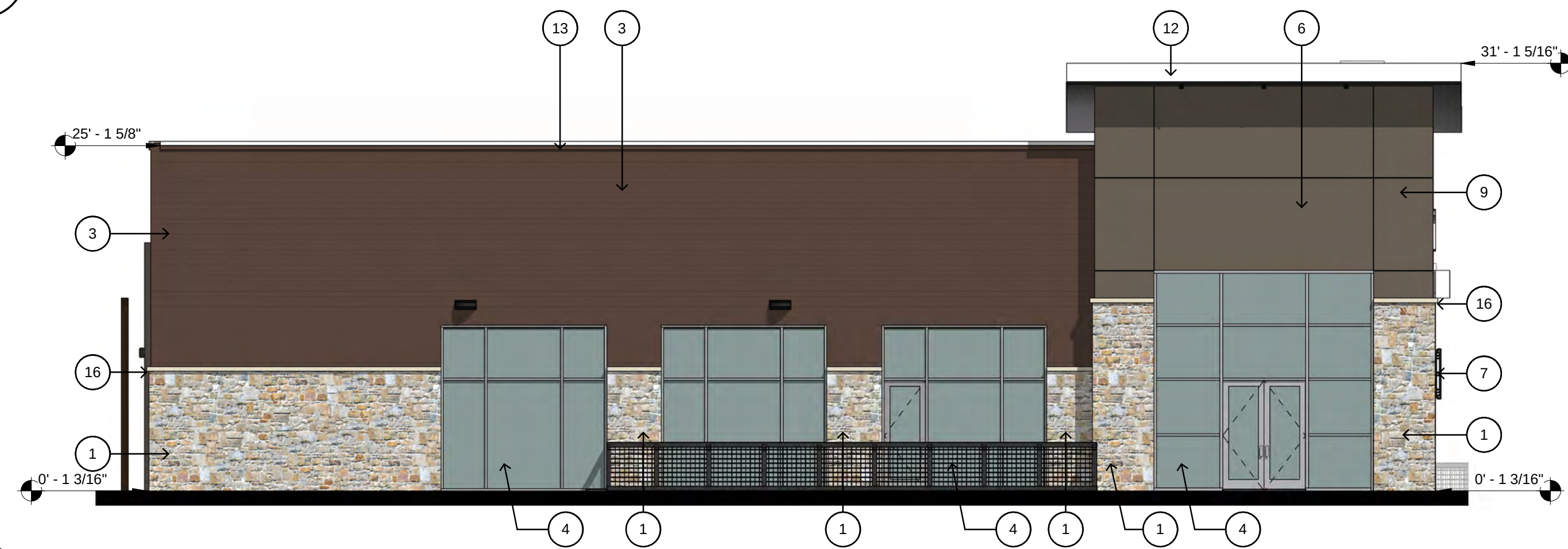




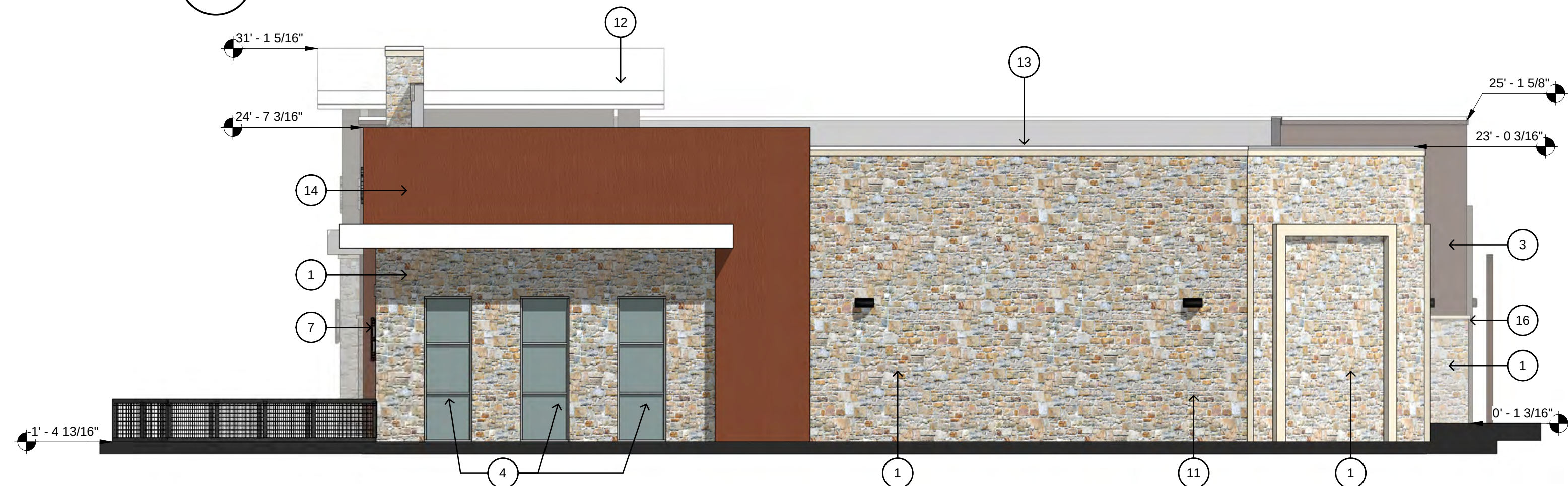
1 BUILDING 4 - EAST  
SCALE: 1/8" = 1'-0"



2 BUILDING 4 - WEST  
SCALE: 1/8" = 1'-0"



3 BUILDING 4 - SOUTH  
SCALE: 1/8" = 1'-0"

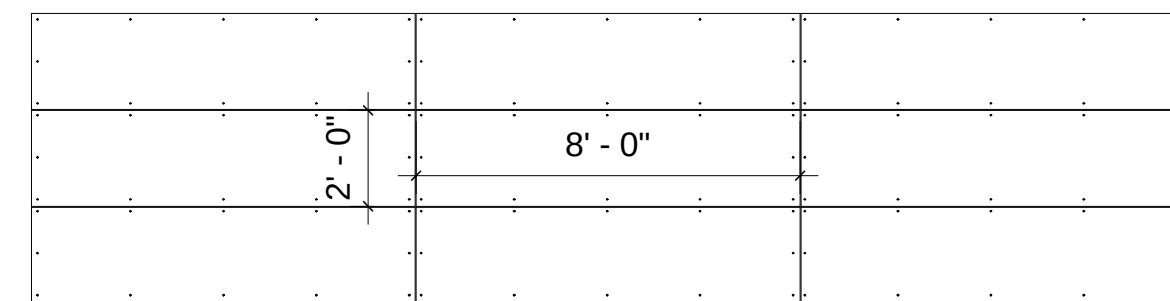


4 BUILDING 4 - NORTH  
SCALE: 1/8" = 1'-0"

| KEYED NOTES |                                                                                                    |  |  |  |
|-------------|----------------------------------------------------------------------------------------------------|--|--|--|
| 1           | STONE (CORONADO STONE PRODUCTS - FRENCH COUNTRY VILLA SERIES); COLOR: CHAMPAGNE.                   |  |  |  |
| 2           | BRICK (TRIANGLE BRICK); COLOR: GRAND ISLE.                                                         |  |  |  |
| 3           | ARCHITECTURAL COMPOSITE WALL PANEL (NICHHA ROUGHSAWN); COLOR: ESPRESSO.                            |  |  |  |
| 4           | ALUMINUM STOREFRONT SYSTEM (CLEAR ANODIZED ALUMINUM).                                              |  |  |  |
| 6           | FUTURE TENANT SIGNAGE.                                                                             |  |  |  |
| 7           | SCONCE LIGHT RE. ELEC.                                                                             |  |  |  |
| 9           | W.D. EIFS (PAREX USA); COLOR: CAVERN.                                                              |  |  |  |
| 10          | PREFINISHED ALUMINUM CANOPY.                                                                       |  |  |  |
| 11          | DOOR AS SCHEDULED.                                                                                 |  |  |  |
| 12          | PREFINISHED STANDING SEAM METAL ROOF.                                                              |  |  |  |
| 13          | PREFINISHED COPING CAP (PAC-CLAD); COLOR: ALMOND.                                                  |  |  |  |
| 14          | COMPOSITE WOOD PANEL (PRODEMA - PRODEX); COLOR: RUSTIK.                                            |  |  |  |
| 15          | DECORATIVE CMU HEAD (HEADWATERS); COLOR: WHITE LIMESTONE.                                          |  |  |  |
| 16          | DECORATIVE CMU SILL (HEADWATERS); COLOR: WHITE LIMESTONE.                                          |  |  |  |
| 17          | FACTORY PAINTED ALUMINUM PANELS (DRI-DESIGN ALUMINUM PANEL SYSTEM); COLOR: PEWTER. 12" W. x 96" H. |  |  |  |
| 18          | PREFINISHED GUTTER AND DOWNSPOUT. PROVIDE SPLASH PAN AT ALL DOWNSPOUT LOCATIONS, RE: 5/A8.3.       |  |  |  |

| BUILDING 4 - RETAIL/RESTAURANT                     | NORTH* | SOUTH* | EAST*  | WEST*  |
|----------------------------------------------------|--------|--------|--------|--------|
| TOTAL FAÇADE SQUARE FOOTAGE:                       | 2325   | 2511   | 5176   | 4844   |
| FAÇADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS) | 2157   | 1823   | 3569   | 4722   |
| DOORS AND WINDOWS SQ. FT.                          | 168    | 688    | 1607   | 122    |
| PRIMARY MASONRY TOTALS (%)                         | 95.97% | 96.43% | 92.41% | 97.27% |
| BRICK SQ. FT.                                      | 0      | 0      | 604    | 0      |
| STONE SQ. FT.                                      | 1541   | 417    | 1206   | 2363   |
| STUCCO/EIFS SQ. FT.                                | 0      | 350    | 490    | 113    |
| ARCHITECTURAL FIBER CEMENT WALL PANEL              | 77     | 991    | 402    | 2085   |
| PRODEMA                                            | 452    | 0      | 596    | 32     |
| SECONDARY MASONRY TOTALS (%)                       | 4.03%  | 3.57%  | 7.59%  | 2.73%  |
| PREFINISHED METAL (COPING, FASCIA, TRIM)           | 87     | 65     | 271    | 129    |

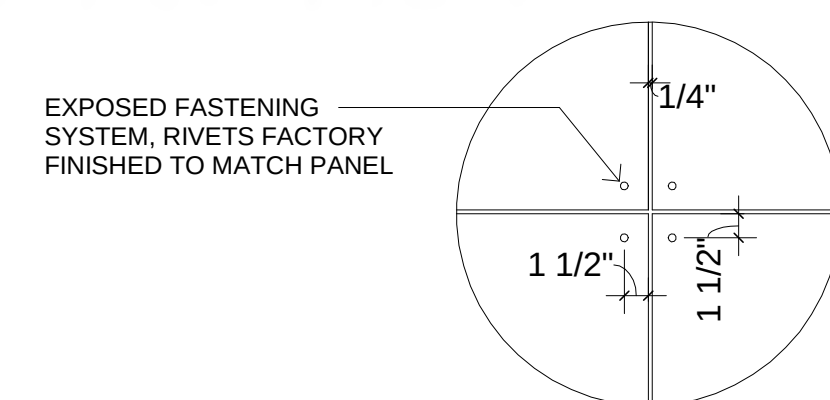
\*All numbers within the column are in square feet (SQ. FT.), U.N.O.



STACKED HORIZONTAL PATTERN, 2'-0" x 8'-0" PANEL SIZE

PRODEMA PANEL LAYOUT

SCALE: 1/4" = 1'-0"



EXPOSED FASTENING SYSTEM, RIVETS FACTORY FINISHED TO MATCH PANEL

PRODEMA JOINT DETAIL

SCALE: 1" = 1'-0"

DOCUMENTS ARE INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.  
MARCUS R. TRIMBLE  
TX #24416

SHOPS AT LAKESIDE CROSSING  
Flower Mound, Texas

LAKESIDE  
— CROSSING —

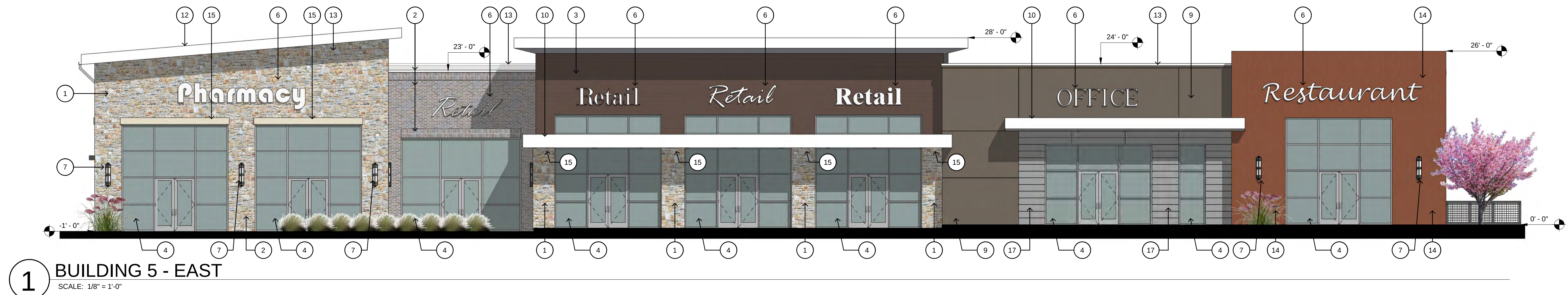


| NO. | REVISION | DATE |
|-----|----------|------|
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|     |          |      |
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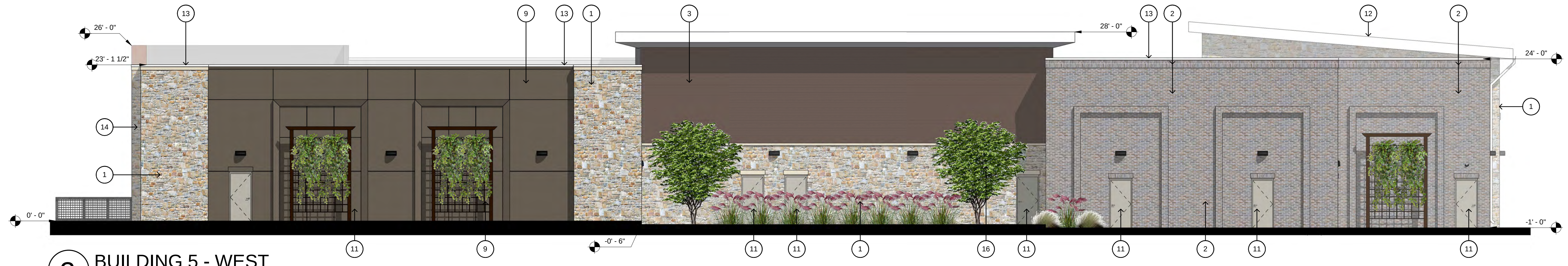
Project #: 14001  
Date 04.15.19  
Drawn by: MRT  
Checked by: MRT

A9.1  
BUILDING 4  
ELEVATIONS -  
COLOR





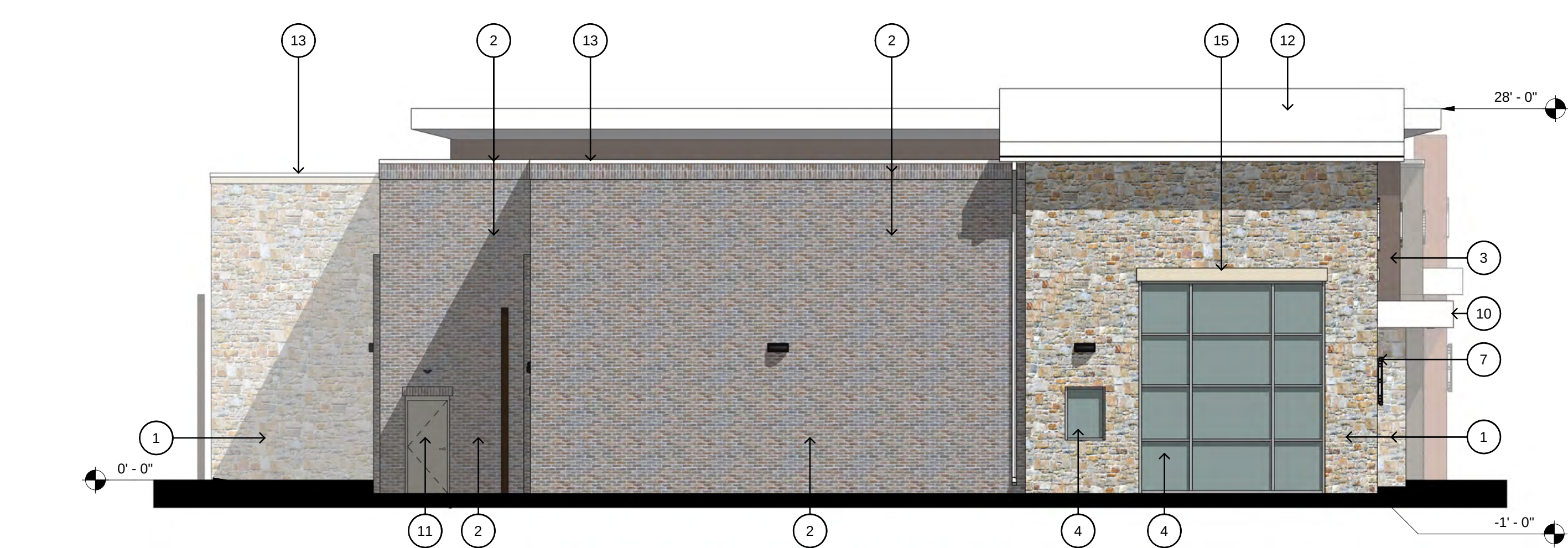
**1 BUILDING 5 - EAST**  
SCALE: 1/8" = 1'-0"



**2 BUILDING 5 - WEST**  
SCALE: 1/8" = 1'-0"



**3 BUILDING 5 - NORTH**  
SCALE: 1/8" = 1'-0"

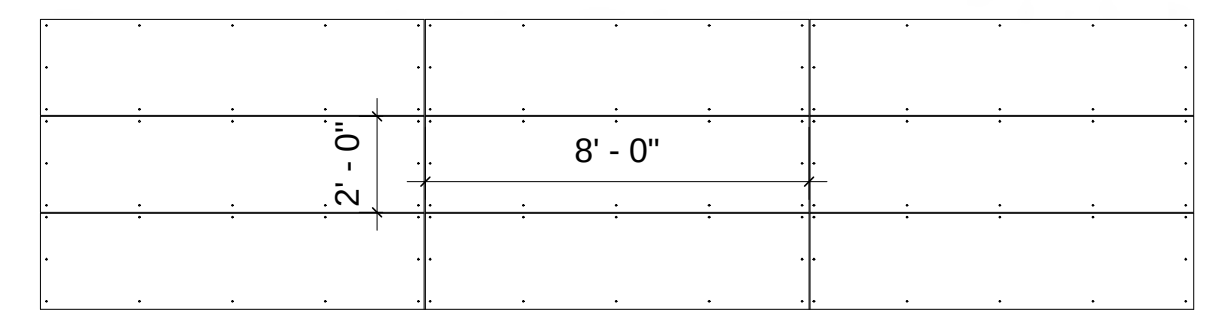


**4 BUILDING 5 - SOUTH**  
SCALE: 1/8" = 1'-0"

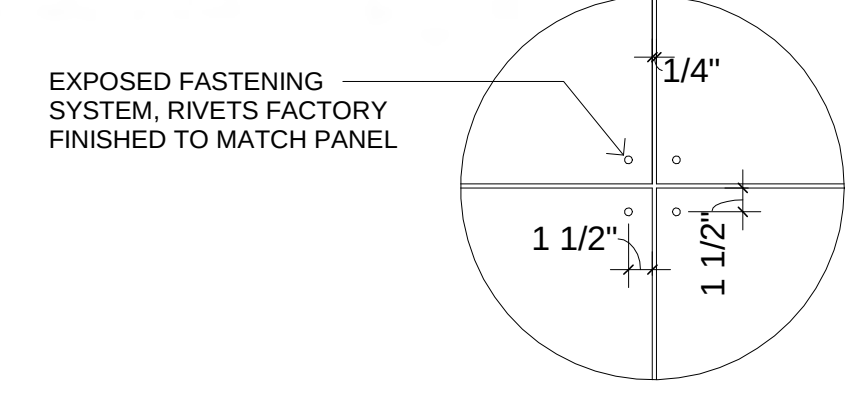
| KEYED NOTES |                                                                                                    |  |  |  |
|-------------|----------------------------------------------------------------------------------------------------|--|--|--|
| 1           | STONE (CORONADO STONE PRODUCTS - FRENCH COUNTRY VILLA SERIES); COLOR: CHAMPAGNE.                   |  |  |  |
| 2           | BRICK (TRIANGLE BRICK); COLOR: GRAND ISLE.                                                         |  |  |  |
| 3           | ARCHITECTURAL COMPOSITE WALL PANEL (NICHIA ROUGHSAWN); COLOR: ESPRESSO.                            |  |  |  |
| 4           | ALUMINUM STOREFRONT SYSTEM (CLEAR ANODIZED ALUMINUM).                                              |  |  |  |
| 6           | FUTURE TENANT SIGNAGE.                                                                             |  |  |  |
| 7           | SCONCE LIGHT RE: ELEC.                                                                             |  |  |  |
| 9           | W.D. EIFS (PAREX USA); COLOR: CAVERN.                                                              |  |  |  |
| 10          | PREFINISHED ALUMINUM CANOPY.                                                                       |  |  |  |
| 11          | DOOR AS SCHEDULED.                                                                                 |  |  |  |
| 12          | PREFINISHED STANDING SEAM METAL ROOF.                                                              |  |  |  |
| 13          | PREFINISHED COPING CAP (PAC-CLAD); COLOR: ALMOND.                                                  |  |  |  |
| 14          | COMPOSITE WOOD PANEL (PRODEMA - PRODEX); COLOR: RUSTIK.                                            |  |  |  |
| 15          | DECORATIVE CMU HEAD (HEADWATERS); COLOR: WHITE LIMESTONE.                                          |  |  |  |
| 16          | DECORATIVE CMU SILL (HEADWATERS); COLOR: WHITE LIMESTONE.                                          |  |  |  |
| 17          | FACTORY PAINTED ALUMINUM PANELS (DRI-DESIGN ALUMINUM PANEL SYSTEM); COLOR: PEWTER. 12" W. x 96" H. |  |  |  |
| 18          | PREFINISHED GUTTER AND DOWNSPOUT. PROVIDE SPLASH PAN AT ALL DOWNSPOUT LOCATIONS, RE: 5/A8.3.       |  |  |  |

| BUILDING 5 - RETAIL/RESTAURANT                     |        |        |        |        |
|----------------------------------------------------|--------|--------|--------|--------|
|                                                    | NORTH* | SOUTH* | EAST*  | WEST*  |
| TOTAL FAÇADE SQUARE FOOTAGE:                       | 2203   | 2620   | 5508   | 5383   |
| FAÇADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS) | 1771   | 2360   | 3542   | 5212   |
| DOORS AND WINDOWS SQ. FT.                          | 432    | 260    | 1966   | 171    |
| PRIMARY MASONRY TOTALS (%)                         | 98.64% | 91.53% | 91.70% | 97.72% |
| BRICK SQ. FT.                                      | 0      | 1199   | 291    | 1566   |
| STONE SQ. FT.                                      | 1328   | 769    | 877    | 1079   |
| STUCCO/EIFS SQ. FT.                                | 0      | 0      | 515    | 1212   |
| ARCHITECTURAL FIBER CEMENT WALL PANEL              | 0      | 192    | 781    | 1197   |
| PRODEMA                                            | 419    | 0      | 577    | 39     |
| ALUMINUM PANELS                                    | 0      | 0      | 207    | 0      |
| SECONDARY MASONRY TOTALS (%)                       | 1.36%  | 8.47%  | 8.30%  | 2.28%  |
| PREFINISHED METAL (COPING, FASCIA, TRIM)           | 24     | 200    | 294    | 119    |

\*All numbers within the column are in square feet (SQ. FT.), U.N.O.



**PRODEMA PANEL LAYOUT**  
SCALE: 1/4" = 1'-0"



**PRODEMA JOINT DETAIL**  
SCALE: 1" = 1'-0"

DOCUMENTS ARE INCOMPLETE AND  
MAY NOT BE USED FOR  
REGULATORY APPROVAL, PERMIT, OR  
CONSTRUCTION.  
MARCOUS R. TRIMBLE  
TX #24416

**SHOPS AT LAKESIDE CROSSING**  
Flower Mound, Texas

**LAKESIDE**  
— CROSSING —



| NO. | REVISION | DATE |
|-----|----------|------|
|     |          |      |
|     |          |      |
|     |          |      |
|     |          |      |

Project #: 14001  
Date: 04.15.19  
Drawn by: MRT  
Checked by: MRT

**A9.2**  
BUILDING 5  
ELEVATIONS -  
COLOR

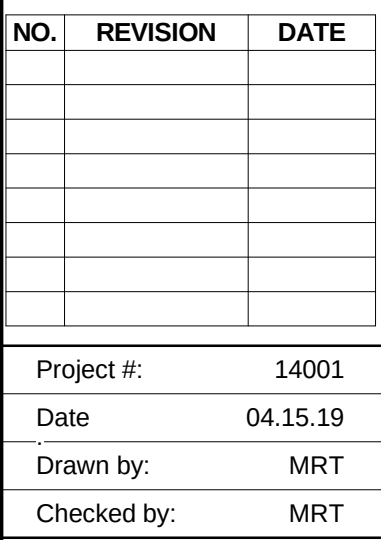




# SHOPS AT LAKESIDE CROSSING

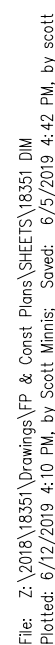
Flower Mound, Texas

LAKE SIDE  
— CROSSING —



### A9.3 RENDERINGS

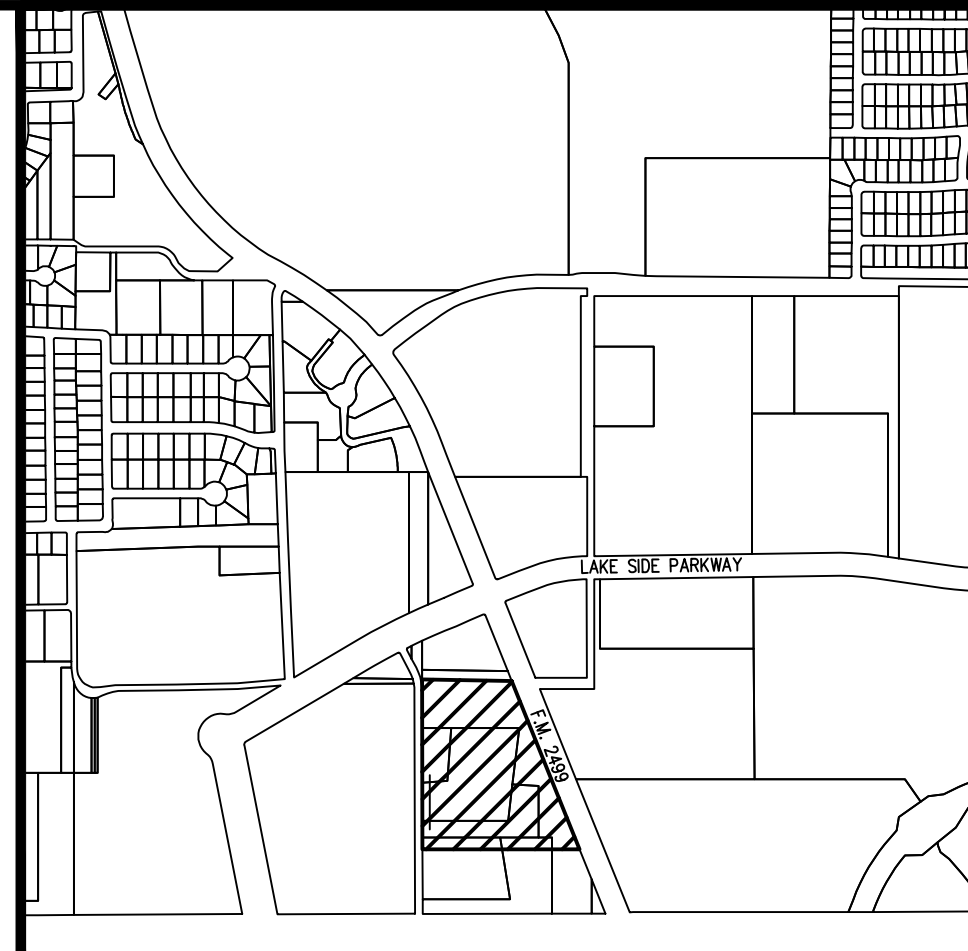




Revised Overall Lakeside Crossing Parking Numbers with Revised Building Square Footages for Buildings 4 & 5

| SCHEDULE OF MIXED-USE PARKING - BLDGS. 1-7 |                  |                   |                  |                   |                |  |
|--------------------------------------------|------------------|-------------------|------------------|-------------------|----------------|--|
|                                            | Weekday          |                   | Weekend          |                   | Night          |  |
|                                            | Daytime<br>6A-6P | Evening<br>6P-Mid | Daytime<br>6A-6P | Evening<br>6P-Mid | Midnight<br>6A |  |
| Office                                     | 191              | 20                | 20               | 10                | 10             |  |
| Retail                                     | 37               | 66                | 74               | 52                | 4              |  |
| Restaurant                                 | 113              | 225               | 225              | 225               | 23             |  |
| Hotel                                      | 94               | 134               | 94               | 134               | 94             |  |
| Totals                                     | 435              | 445               | 413              | 421               | 131            |  |

\*470 (452 on-site + 18 on-street parking spaces)



**Vicinity Map 1"=1000'**

BOX CUT ON TOP OF THE WESTERN CURB OF NORTHWOOD DRIVE, NEAR A STREET LIGHT  
APPROXIMATELY 130' SOUTH OF THE NORTHWEST CORNER OF SUBJECT PROPERTY  
ELEV.=590.87

BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN  
CURB OF NORTHWOOD DRIVE APPROXIMATELY 58' NORTH OF THE SOUTHWEST CORNER  
OF THE PROPERTY ELEV.=577.78

- NOTES:
1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL RADI ARE 3.0 FEET UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE. THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. REFER TO SHEET C4 FOR PAVING HATCH LEGEND.
8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATION ON THESE PLANS OR NOT.
10. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW.
11. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
12. THE DUMPSIE SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.

**REVIEWED**  
**TOWN OF FLOWER MOUND**  
Released for Construction  
Date \_\_\_\_\_

\_\_\_\_\_  
Town of Flower Mound  
Engineering Services

**LAKESIDE CROSSING, BUILDINGS 4 & 5**

**Lots 4 & 5, Block A**  
**3.040 Acres**

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

## SITE PLAN AND DIMENSION CONTROL PLAN

## PRELIMINARY PLANS

THIS DOCUMENT IS FOR  
INTERIM REVIEW AND IS  
NOT INTENDED FOR  
CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES.  
G&A | MCADAMS,  
TBPE: 19762  
ROBERT JOHN DOLLAH, JR.  
P.E. #86898  
DATE 6/12/2019

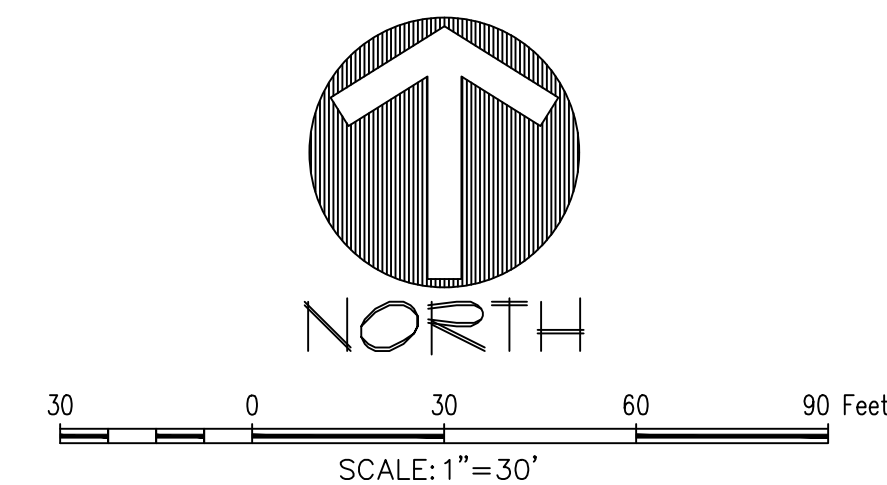
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| Drawn By: JMB    |
| Date: 01/07/2019 |
| Scale: 1"=30'    |
| Revisions:       |
| 03/13/2019       |
| 04/15/2019       |
| 05/20/2019       |
| 06/12/2019       |

**18351**

C3

**OWNER/DEVELOPER**  
**NEWSTREAM COMMERCIAL**  
**311 S. OAK STREET, SUITE 250**  
**ROANOKE, TX 76262**  
**Ph. 817-602-0578**  
**Contact: MR. TROY LEWIS**






 TYPE (A) STAMPED AND STAINED PATTERN CONCRETE  
 PATTERN: COBBLESTONE  
 COLOR: BASE - U26 LAMON STONE  
 RELEASE - R12 STORM GRAY


 TYPE (B) STAMPED AND STAINED PATTERN CONCRETE  
 PATTERN: TETRA STONE  
 COLOR: BASE - U10 SONORAN TAN  
 RELEASE - R14 WALNUT


 TYPE (C) STAMPED AND STAINED PATTERN CONCRETE  
 PATTERN: ROCK SALT TEXTURE  
 COLOR: BASE - U28 CHARCOAL  
 RELEASE - CLEAR LIQUID RELEASE


 TYPE (D) STAMPED AND STAINED PATTERN CONCRETE  
 PATTERN: ROCK SALT TEXTURE  
 COLOR: BASE - P22 ARENA BUFF  
 RELEASE - R23 SMOKE


 TYPE (E) BROOM FINISH CONCRETE SIDEWALK


 RIVER ROCK BORDER  
 ALAMO STONE; MESA GREY (2" - 4")<sup>00</sup>

• BUTTERFIELD COLOR CONCRETE  
 625 W ILLINOIS  
 AURORA, IL 60506  
 800.282.3388  
[www.butterfieldcolor.com](http://www.butterfieldcolor.com)

00 ALAMO STONE  
 DIANE COLLIER GROUP  
 214.238.3100  
[COLLIERGROUPTX.COM](http://COLLIERGROUPTX.COM)

**3.040 Acres**  
in the  
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

## HARDSCAPE PLAN

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION.  
BIDDING, OR PERMIT APPLICATIONS.  
JAMESON PINSON LANDSCAPE ARCHITECT  
JAMESON P. PINSON  
2826  
STATE OF TEXAS

|                  |
|------------------|
| Drawn By: MH     |
| Date: 01/07/2019 |
| Scale: 1"=30'    |
| Revisions:       |
| 03/13/2019       |
| 04/15/2019       |
| 05/20/2019       |
| 06/12/2019       |

**OWNER/DEVELOPER**  
**NEWSTREAM COMMERCIAL**  
**311 S. OAK STREET, SUITE 250**  
**ROANOKE, TX 76262**  
**Ph. 817-802-0578**  
**Contact: MR. TROY LEWIS**

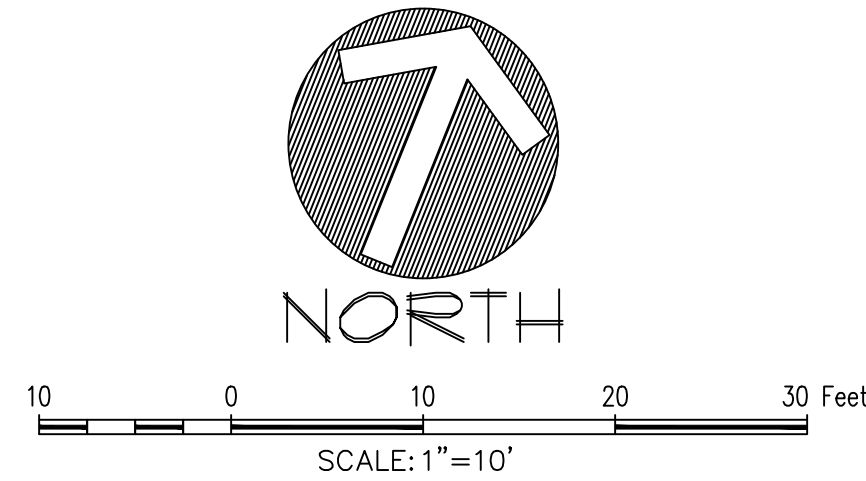
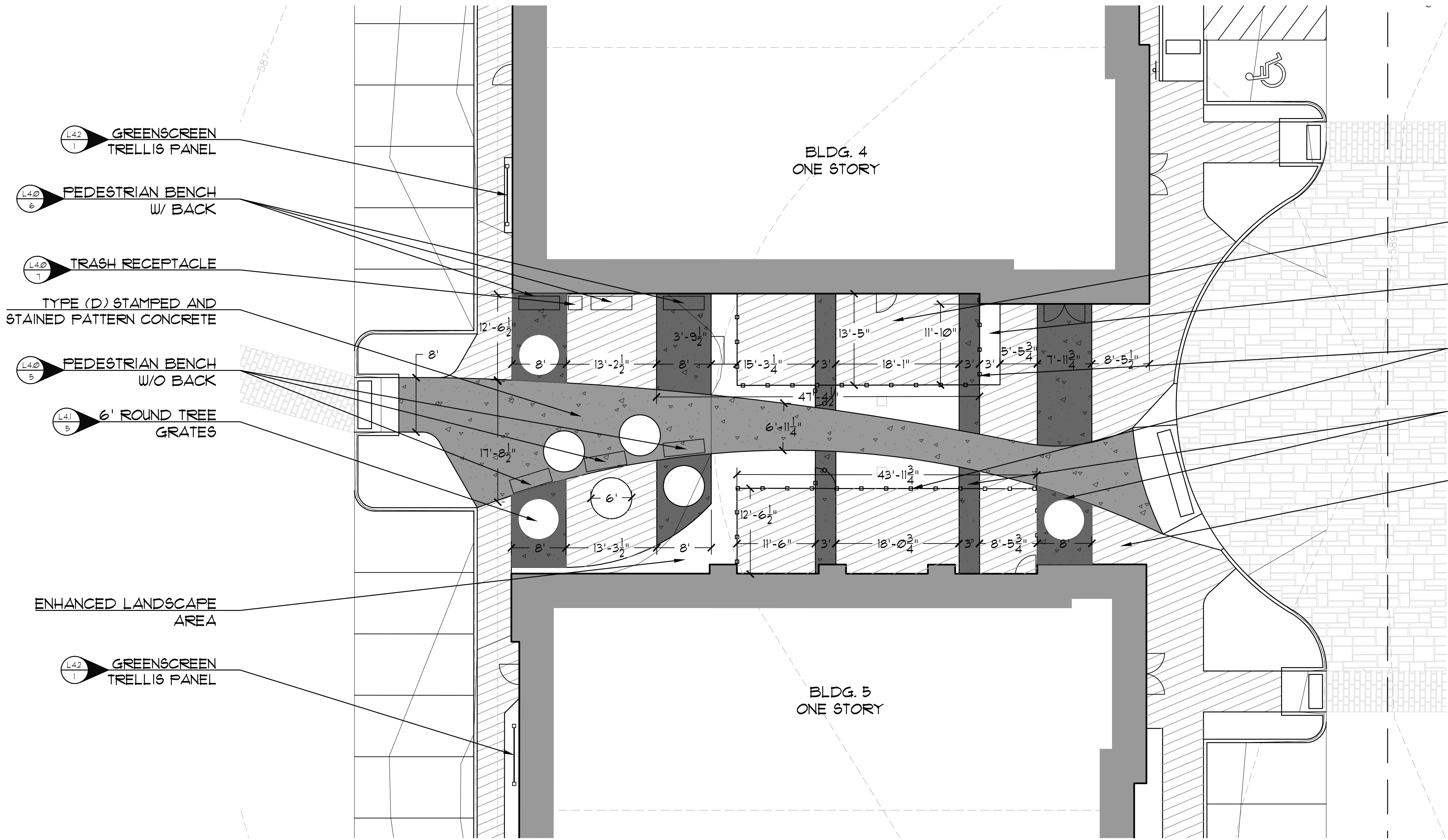
18351

**L1.0**

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Plaza Area Landscape Plan  
18351  
L1.1  
03/13/2019  
04/15/2019  
05/20/2019  
06/12/2019  
Drawn By: MH  
Date: 01/07/2019  
Scale: 1"=10'  
Revisions:  
03/13/2019  
04/15/2019  
05/20/2019  
06/12/2019  
Jameson Pinson  
2826  
STATE OF TEXAS  
PRELIMINARY PLANS  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.  
JAMESON PINSON LANDSCAPE ARCHITECTS, P.C.  
DATED 6/12/2019



LEGEND

- TYPE (A) STAMPED AND STAINED PATTERN CONCRETE  
PATTERN: COBBLESTONE  
COLOR: BASE - U26 LANTON STONE  
RELEASE - R12 STORM GRAY
- TYPE (B) STAMPED AND STAINED PATTERN CONCRETE  
PATTERN: TETRA STONE  
COLOR: BASE - U10 SONORAN TAN  
RELEASE - R14 WALNUT
- TYPE (C) STAMPED AND STAINED PATTERN CONCRETE  
PATTERN: ROCK SALT TEXTURE  
COLOR: BASE - U28 CHARCOAL  
RELEASE - CLEAR LIQUID RELEASE
- TYPE (D) STAMPED AND STAINED PATTERN CONCRETE  
PATTERN: ROCK SALT TEXTURE  
COLOR: BASE - F22 ARENA BUFF  
RELEASE - R23 SMOKE
- TYPE (E) BROOM FINISH CONCRETE SIDEWALK
- RIVER ROCK BORDER  
ALAMO STONE: MESA GREY (2" - 4")
- BUTTERFIELD COLOR CONCRETE  
625 W ILLINOISE AVE  
AURORA, IL 60506  
800.282.3388  
WWW.BUTTERFIELDCOLOR.COM
- ALAMO STONE  
DIANE COLLIER GROUP  
214.238.2100  
COLLIERGROUPTX.COM

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A  
3.040 Acres

In the  
JUN. TANNERHILL SURVEY, ABSTRACT NO. 1252

TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

PLAZA AREA  
LANDSCAPE PLAN

18351

L1.1

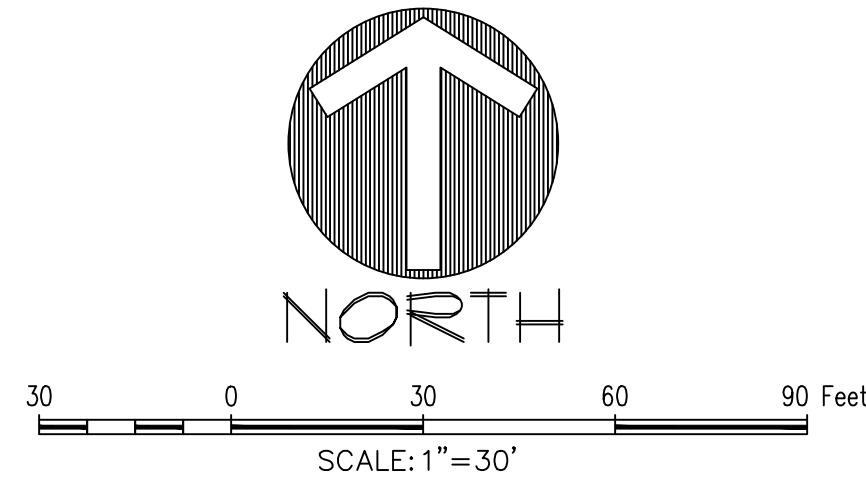
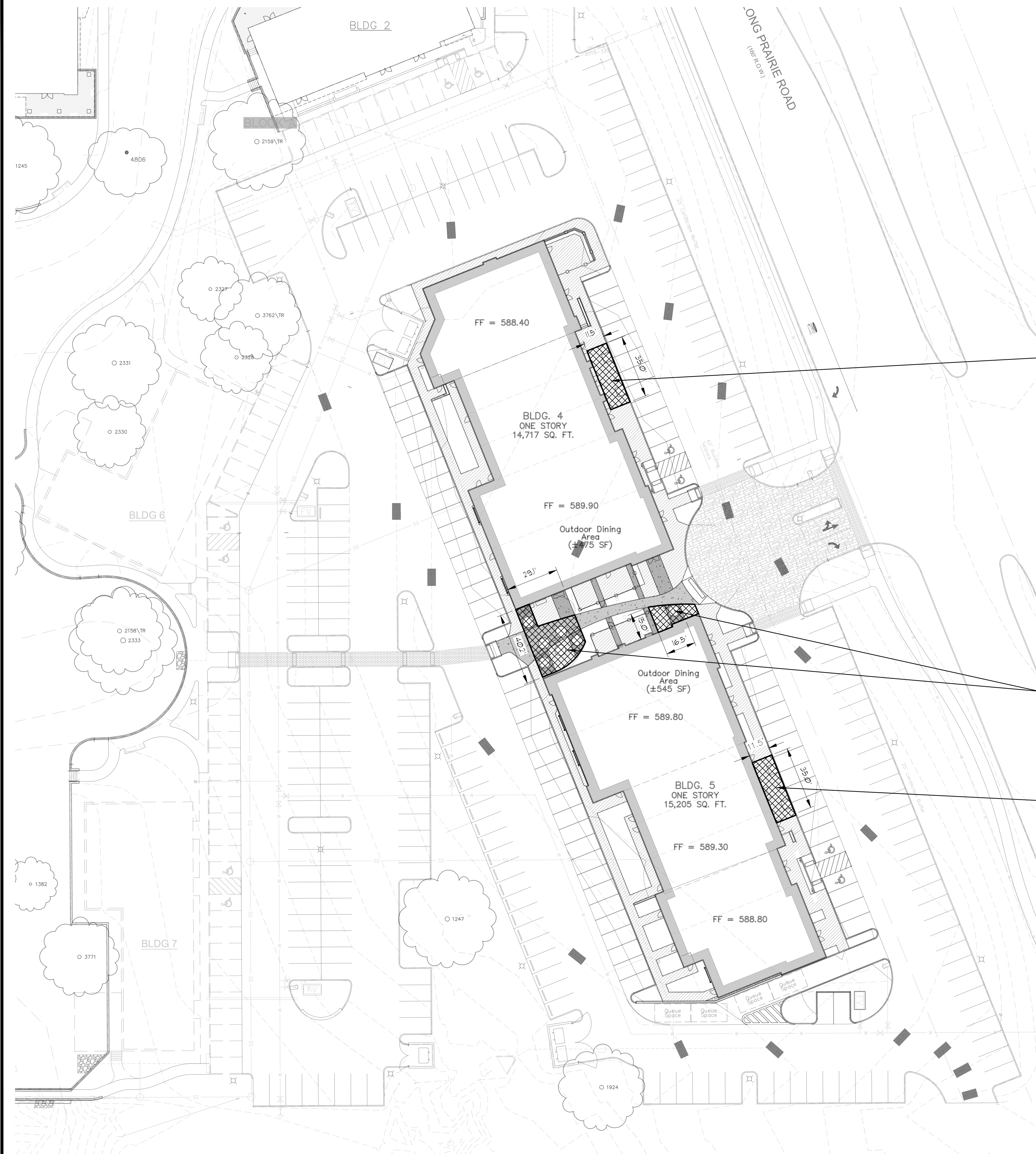
OWNER/DEVELOPER  
NEWSTREAM COMMERCIAL  
311 S. OAK STREET, SUITE 250  
ROANOKE, TX 76262  
Ph. 817-602-0578  
Contact: MR. TROY LEWIS

LAKESIDE CROSSING, BUILDINGS 4 & 5

The John R. McAdams  
Company, Inc.  
(DBA: G&A McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
817-436-8770  
291 Oak Creek Drive  
Roanoke, Texas 76262  
940-240-1012  
TBP#: 19762 TBP#: 10194440  
WWW.MCADAMSCO.COM







LEGEND

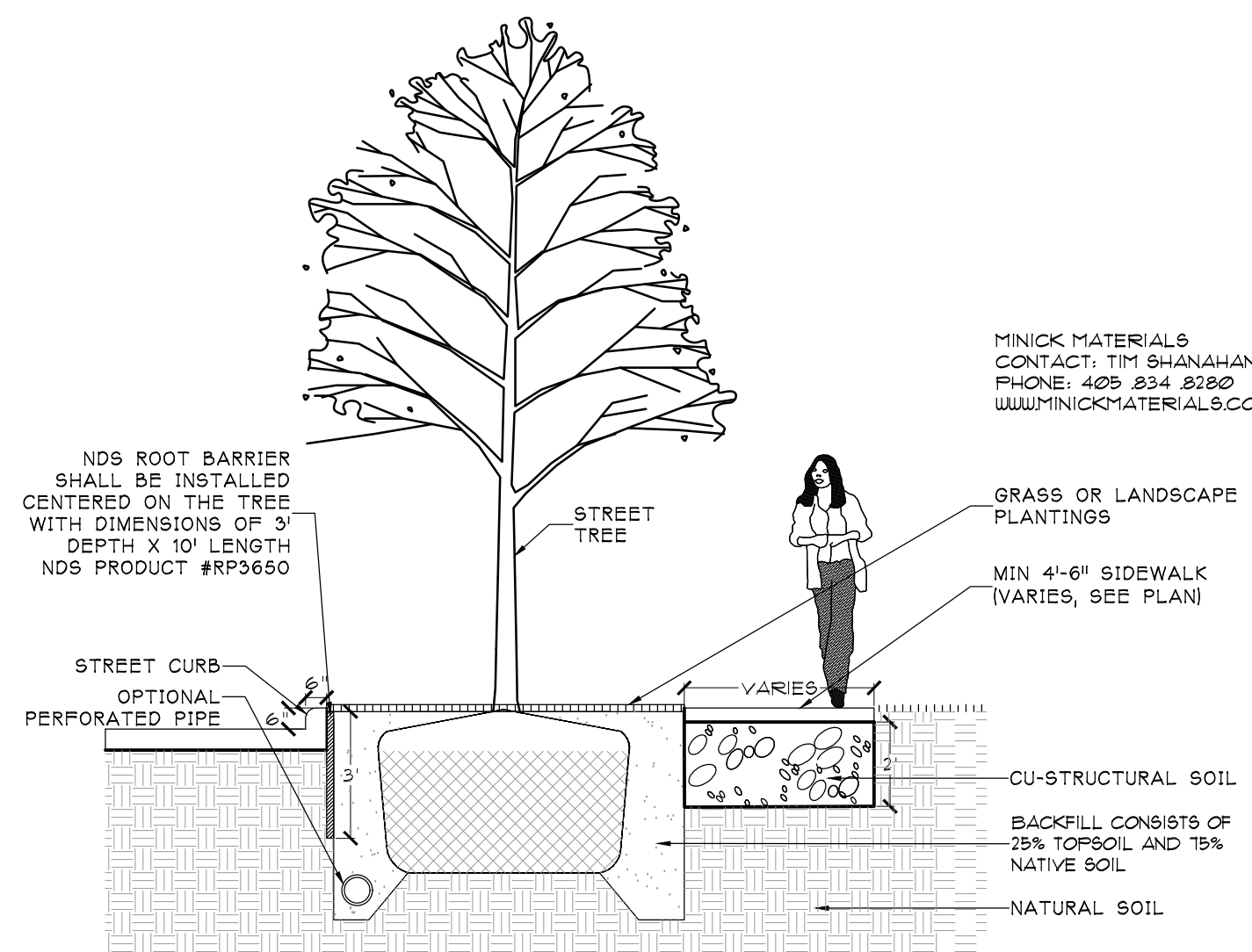
CU-STRUCTURAL SOIL  
REF. SHEET 12, DETAIL 1

MINICK MATERIALS  
CONTACT: TIM SHANAHAN  
PHONE: 409.834.8280  
WWW.MINICKMATERIALS.COM

CU-STRUCTURAL SOIL  
REF. LEGEND

CU-STRUCTURAL SOIL  
REF. LEGEND

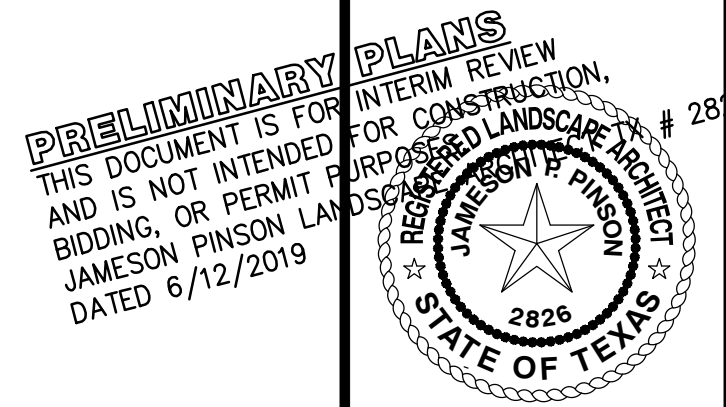
CU-STRUCTURAL SOIL  
REF. LEGEND



1. PLANTING WITH STRUCTURAL SOIL  
1/4"=1'

CU-STRUCTURAL SOIL

The depth of excavation is negotiable, but a 24" minimum is encouraged for the rooting zone. The sub-grade should be excavated to parallel the finished grade. Under-drainage conforming to approved engineering standards for a given region must be provided beneath the structural soil material. This material would be compacted to not less than 95% Proctor density (AASHTO T-99). The hydro-gel, a potassium propenoate-propenamide copolymer is added in a small amount to act as a tackifier, preventing separation of the stone and soil during mixing and installation. The structural soil is installed and compacted in 6 inch lifts.  
\*REF: <https://blogs.cornell.edu/urbanhort/outreach/cu-structural-soil/>



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| Drawn By: MH     |
| Date: 01/07/2019 |
| Scale: 1"=30'    |
| Revisions:       |
| 03/13/2019       |
| 04/15/2019       |
| 05/20/2019       |
| 06/12/2019       |

OWNER/DEVELOPER  
NEWSTREAM COMMERCIAL  
311 S. OAK STREET, SUITE 250  
ROANOKE, TX 76262  
Ph. 817-602-0578  
Contact: MR. TROY LEWIS

18351

L1.2

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A

3.040 Acres

In the

J.N. TANNERHILL SURVEY, ABSTRACT NO. 1252

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

LAKESIDE CROSSING, BUILDINGS 4 & 5



The John R. McAdams Company, Inc.

(DBA: G&A McAdams)

111 Hillside Drive

Lewisville, Texas 75057

972-406-8770

291 Commerce Center

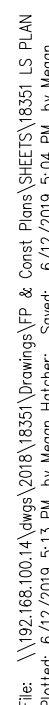
Roanoke, Texas 76262

940.240.1012

TBPE: 19762 TBPLS: 0104440

www.mcadamsco.com



Lakeside Crossing Notes:

PLANT LIST

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION.  
BIDDING, OR PERMIT PURPOSES.  
JAMESON PINSON LANDSCAPE ARCHITECT, P.A.  
DATED 6/12/2019

REGISTERED LANDSCAPE ARCHITECT  
JAMESON P. PINSON  
2826  
# 2826

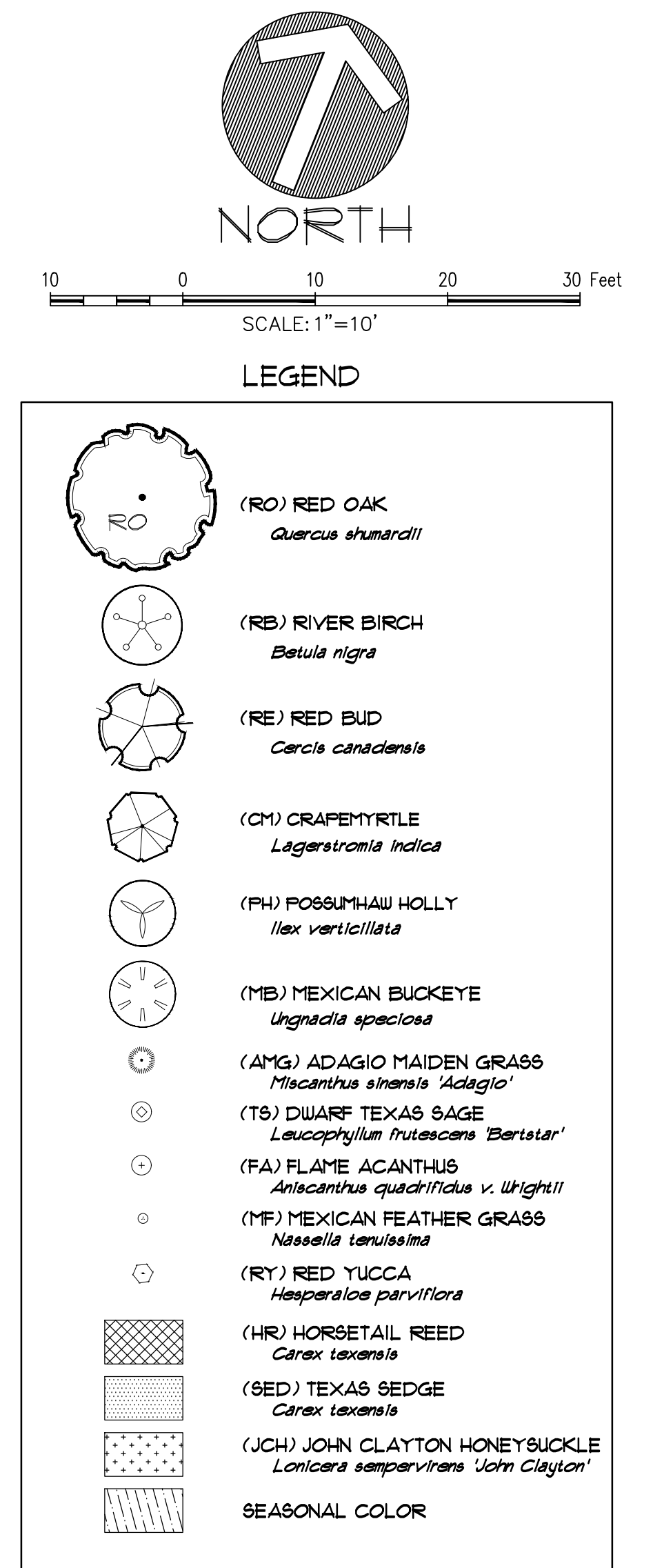
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| Date: 01/07/2019 |
| Scale: 1"=30'    |
| Revisions:       |
| 03/13/2019       |
| 04/15/2019       |
| 05/20/2019       |
| 06/12/2019       |

**OWNER/DEVELOPER**  
**NEWSTREAM COMMERCIAL**  
**311 S. OAK STREET, SUITE 250**  
**ROANOKE, TX 76262**  
**Ph. 817-802-0578**  
**Contact: MR. TROY LEWIS**

**18351**

**L2.0**





**Lot 4 & 5, Block A**  
2040 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252  
in the  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

# PLAZA LANDSCAPE PLAN

**18351**

## 2.1

**OWNER/DEVELOPER**  
**NEWSTREAM COMMERCIAL**  
**311 S. OAK STREET, SUITE 250**  
**ROANOKE, TX 76262**  
**Ph. 817-602-0578**  
**Contact: MR. TROY LEWIS**

Drawn By: MH  
Date: 01/07/2019  
Scale: 1"=10'  
Revisions:  
03/13/2019  
04/15/2019  
05/20/2019  
06/12/2019

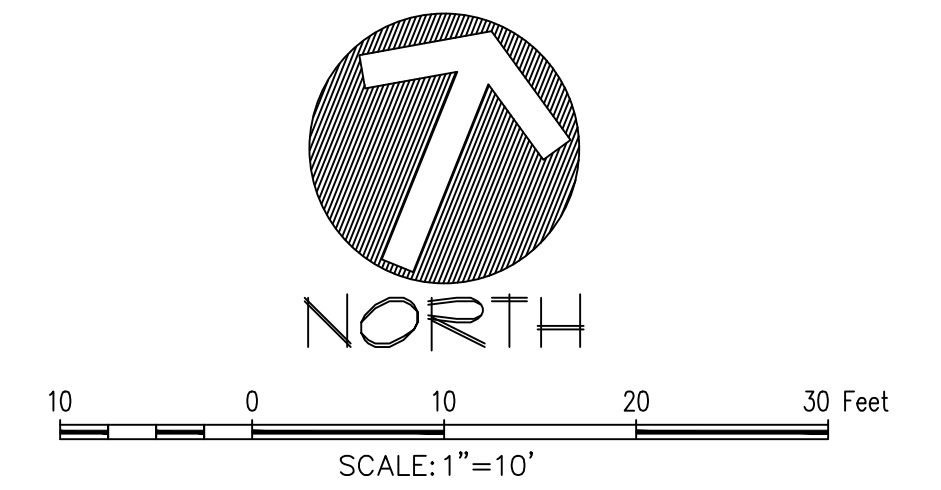
**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION.  
PURPOSE: REGISTERED LANDSCAPE ARCHITECT  
BIDDING, OR PERMIT PURPOSES  
JAMESON PINSON LANDSCAPE ARCHITECTS, P.A.  
DATED 6/12/2019

# 2826

The seal is circular with a five-pointed star in the center. The text "JAMESON P. PINSON" is written around the top inner edge of the circle, and "REGISTERED LANDSCAPE ARCHITECT" is written around the bottom inner edge. The number "2826" is at the bottom. The outer ring of the seal contains the text "SOUTH CAROLINA" at the top and "STATE" at the bottom.

File: \\192.168.100.14\dwgs\2018\18351\Drawings\FP & Const Plans\SHEETS\18351 LS PLAN  
Plotted: 6/12/2019 5:13 PM, by Megan Hatcher, Saved: 6/12/2019 5:04 PM, by Megan





PATIO OVERHEAD STRINGER LIGHTS  
REF. L4.I, DETAILS 2-4

TREE UP-LIGHT  
REF. L4.I, DETAIL 4



**Lot 4 & 5, Block A**  
**3.040 Acres**

**3.040 Acres**  
in the  
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

## PLAZA LIGHTING PLAN

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW,  
AND IS NOT INTENDED FOR CONSTRUCTION.  
BIDDING, OR PERMIT APPLICATIONS, OR LANDSCAPE ARCHITECT  
JAMESON PINSON LAUSON OSCAR # 2876  
DATED 6/12/2019



REGISTERED PROFESSIONAL ENGINEER  
JAMESON PINSON  
2876  
STATE OF TEXAS

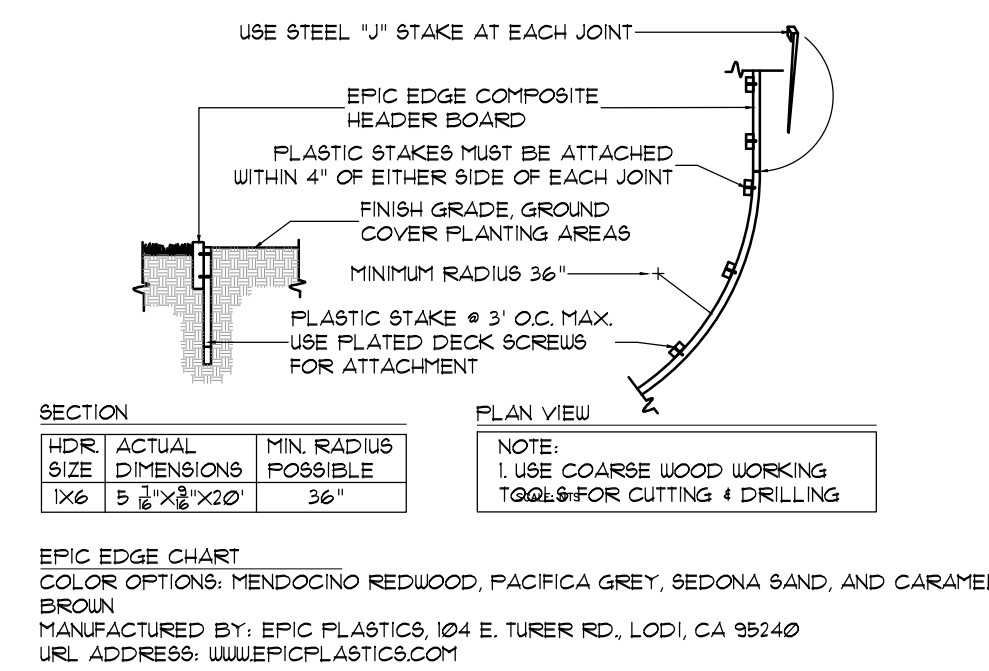
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| Scale: 1"=10'    |
| Revisions:       |
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| 04/15/2019       |
| 05/20/2019       |
| 06/12/2019       |

**OWNER/DEVELOPER**  
**NEWSTREAM COMMERCIAL**  
**311 S. OAK STREET, SUITE 250**  
**ROANOKE, TX 76262**  
**Ph. 817-602-0578**  
**Contact: MR. TROY LEWIS**

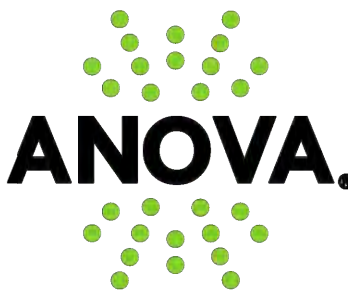
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#### 4. EPIC EDGE COMPOSITE HEADER BOARD



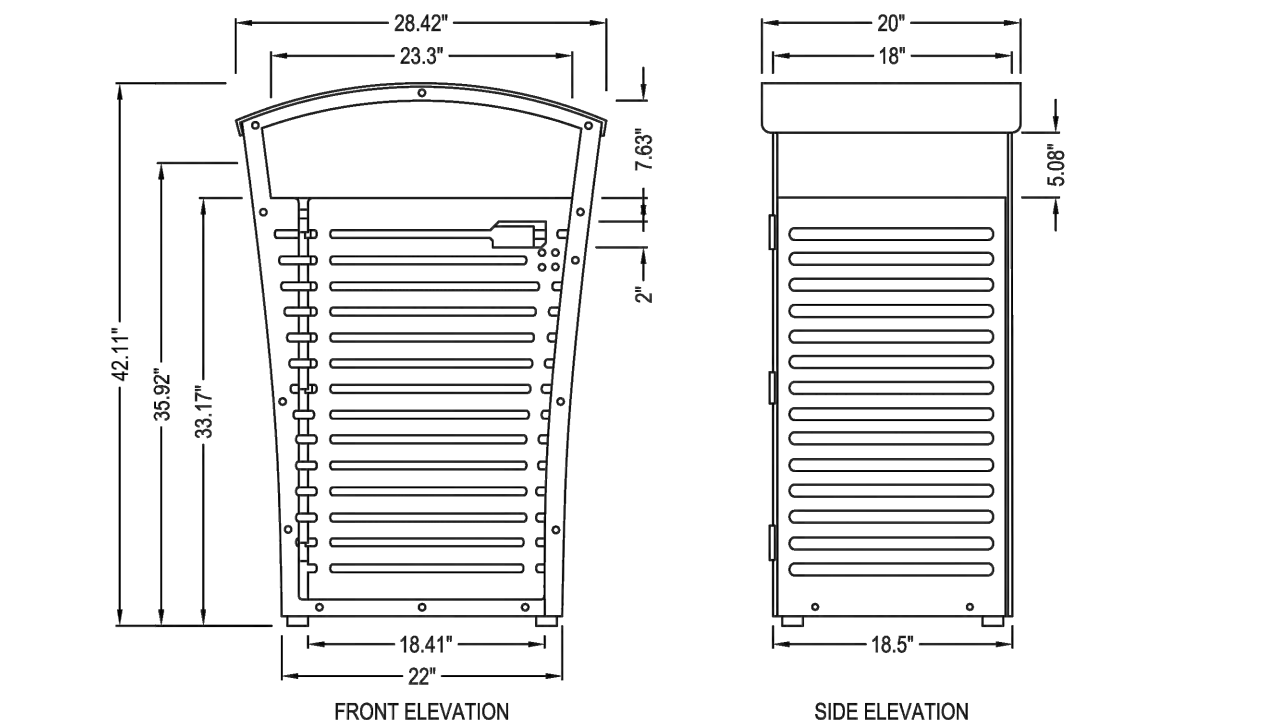
ANOVA  
211 NORTH LINDBERGH, 2ND FLOOR  
ST. LOUIS, MO 63141  
TOLL FREE: 1-888-535-5005  
PHONE: (800) 231-1327  
FAX: (314) 754-0835  
www.anovafurnishings.com

 SELECT DESIRED COLOR: 21 FUSION COLORS

SEE ANOVA WEBSITE OR EMAIL [specify@anovafurnishings.com](mailto:specify@anovafurnishings.com) FOR MORE OPTIONS

**BRUSHED BRONZE**

Chris Kalkbrenner  
Mobile 314 . 853 . 0170  
[chris@anovafurnishings.com](mailto:chris@anovafurnishings.com)



**FRONT ELEVATION**

**SIDE ELEVATION**

Technical drawings of the Lex33 door receptacle showing front and side elevations with dimensions.

**FRONT ELEVATION:** Overall height 42.11", overall width 26.42". The main body is 33.17" high and 18.41" wide. The top section is 23.3" wide and 7.63" high. The bottom section is 22" wide and 5" high. The main body has a horizontal slotted pattern.

**SIDE ELEVATION:** Overall height 42.11", overall width 20". The main body is 18" wide and 33.17" high. The bottom section is 18.5" wide and 5" high. The main body has a horizontal slotted pattern.

**FINISH:** FADE RESISTANT, POWDER COATED STEEL IS PROTECTED BY A STATE-OF-THE-ART PRIMER PROVEN TO PREVENT RUSTING.  
**MATERIAL:** HEAVY-DUTY .25" THICK STEEL FRONT AND BACK PANELS AND 12-GAUGE STEEL SIDE PANELS WITH A .75" GAP HORIZONTAL SLOTTED PATTERN.

**UNIT WEIGHT:** 171 LBS

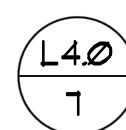
**ASSEMBLY:** THE RECEPTACLE SHIPS FULLY ASSEMBLED AND READY FOR USE.

**STRUCTURAL WARRANTY:** LIMITED 20-YEAR THAT ALSO COVERS SPLITTING, FUNGAL DECAY, AND INSECT DAMAGE.

**FINISH WARRANTY:** 3-YEAR WARRANTY AGAINST RUSTING, PEELING, CHIPPING, CRACKING, MOLD, MILDEW, AND DEFECTS IN MATERIALS AND/OR WORKMANSHIP. 7-YEAR WARRANTY AGAINST FADING.

#### NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT [www.CADdetails.com/info](http://www.CADdetails.com/info) AND ENTER REFERENCE NUMBER 928-613



## EXPOSITION COLLECTION

LEX33 - EXPOSITION 33 GALLON 33 GALLON SIDE DOOR RECEPTACLE WITH BONNET TOP

928-613 PROTECTED BY COPYRIGHT ©2018 CADDDETAILS.COM LTD. REVISION DATE 11/28/2018 [www.CADdetails.com](http://www.CADdetails.com)

## 7. TRASH RECEPTACLE

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION.  
PURPOSE: LANDSCAPE ARCHITECT  
JAMESON PINSON LANDSCAPE ARCHITECT # 2876  
DATED 6/12/2019  
JAMESON PINSON  
2826  
STATE OF TEXAS

|                  |
|------------------|
| Drawn By: MH     |
| Date: 01/07/2019 |
| Scale:           |
| Revisions:       |
| 03/13/2019       |
| 04/15/2019       |
| 05/20/2019       |
| 06/12/2019       |

**L4.0**

**OWNER/DEVELOPER**  
**NEWSTREAM COMMERCIAL**  
**311 S. OAK STREET, SUITE 250**  
**ROANOKE, TX 76282**  
**Ph. 817-802-0578**  
**Contact: MR. TROY LEWIS**





### TECHLIGHT

#### FEATURES & SPECIFICATIONS

**APPLICATION** – The Genesis line of LED Landscape Bullets are the most versatile LED fixtures on the market today. Various beam spreads and watt-ages allow for a customized finish to any property. The high end residential grade system was designed for 120V operation residential applications.

**CONSTRUCTION** – The die cast aluminum heat sink has 24 heat dissipating fins to maintain a cool operating LED for maximum life. The fins are independently supported to allow for unobstructed airflow. The fixture is designed to efficiently perform in any mounting orientation.

**FINISH** – Provided standard with our advanced E-Coat pre-treatment prior to the application of a super durable powder coat finish. E-Coating provides exceptional corrosion resistance, durability, and toughness by creating a complete, uniform barrier that protects the metal parts from corrosive elements. E-Coated products will carry a full 10-Year Finish Warranty. Standard finish colors available: Black, Bronze, OD Green, White. Custom colors available upon request.

**OPTICAL SYSTEM** – A high performance convex diffuse reduced glare lens assembly provides an efficient optical assembly in conjunction with the LED light source. The convex lenses and shields are configured to ensure water runs off and debris is washed clear of the lens in an up light application. We also offer a variety of globe lens filters to help meet your specific lighting needs. Consult the factory for availability.

**ELECTRICAL SYSTEM** – NOTE: A TECHLIGHT SURGE PROTECTOR MUST BE INCORPORATED INTO THE LED SYSTEM AT THE BEGINNING OF EACH CIRCUIT AS A MINIMUM. FAILURE TO DO SO WILL VOID THE SYSTEM WARRANTY. Fixture operates at 120V input voltage. Nominal open circuit current: 19 amps. A 22 watt LED source provides approximately 1800 Lumens of light. System is compatible with the use of an approved trailing-edge dimmer.

**MOUNTING** – The die cast aluminum mount is secured to the heat sink by stainless steel screws and is sealed with an integral o-ring. A 1/2" threaded knuckle is provided standard.

**LISTINGS** – ETL listed for wet locations (IP67). Meets US and Canadian safety standards. -40°C to 50°C ambient operation.

#### ORDERING INFORMATION

Choose the tool-less options for your application and enter on the line above each feature attribute. Accessories may be factory installed, depending on the particular accessory chosen, but will be ordered as a separate line item.

| Series     | Color Temp                                                                                            | Shield                                                                                           | Base                                                                                 | Lens                                                                                             | Finish                                        |
|------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>GEM</b> | 4 5500K Cool White (GEMV/5500)<br>5 3000K Warm White (GEMV/3000)<br>6 4500K Neutral White (GEMV/4500) | 1 Up Shield (S164)<br>2 Down Shield (S165)<br>3 Tube Shield (S166)<br>4 Short Tube Shield (S165) | 3 Low Profile Tree Base (GEPTB2)<br>0 None (Mounting accessories ordered separately) | 5 Diffuse Reduced Glare Spot Lens (PLSD340N)<br>8 Diffuse Reduced Glare Dome Lens (LEDGM120DOME) | 2 Black<br>3 OD Green<br>4 White<br>5 Special |

Accessories (Order as separate line items)

| Series               | Color Temp                     | Shield           | Base                        | Lens | Finish |
|----------------------|--------------------------------|------------------|-----------------------------|------|--------|
| <b>BPSP3-120-CL</b>  | 120V Surge Protector           | <b>TLHBB08CM</b> | Digital Timer               |      |        |
| <b>BP10-CL</b>       | 10' Tree Base with Ground Lip  | <b>PLJ163</b>    | 16 Gauge 3 Strand Lead Wire |      |        |
| <b>BP3-CL</b>        | 3' Round 3 Hole Cover          |                  |                             |      |        |
| <b>BP15-CL</b>       | 15' Tree Base with 1/2" Strip  |                  |                             |      |        |
| <b>TLBBB16</b>       | 16" Brass Junction Box         |                  |                             |      |        |
| <b>LBWB</b>          | 1/2" x 1/2" Mounting Base      |                  |                             |      |        |
| <b>LEDMF0120LENS</b> | Green Glass Lens Filter (each) |                  |                             |      |        |

NOTES:  
1. Custom RAL color matching is available. Contact your Techlight sales representative for additional information.  
2. A Techlight Surge Protector must be incorporated into the LED system at the beginning of each circuit as a minimum. Failure to do so will void the system warranty.

www.techlightusa.com

REV: 20100319-03

Catalog Number

Project

Type

120V Simple-LED™ System  
GEM SERIES

Patent: D0648056

Figure shown with S165 Down Shield

Example: GEM-4-2-3-8-3

Site Lighting Solutions - Jeff Holski  
2707 Satsuma Drive  
Dallas, TX 75229  
Office 800 . 225 . 0727  
Mobile 817 . 600 . 0531  
jholnski@sitelightingolutions-usa.com



### AMERICAN LIGHTING

BRIGHT IDEAS • INNOVATIVE SOLUTIONS

TRULUX TASK DOWNLIGHTING LINEAR ARCHITECTURAL SEASONAL

#### ETL COMMERCIAL GRADE

Popular decorative light strings that can interconnect via grounded plugs and sockets, while maintaining the ETL safety rating for year-round use.

**PRODUCT DETAILS**

- Medium base sockets are spaced every 24" on center
- Suspended light string has a 2-3/4" lead from the top of the suspended socket to the center of the cable, available in White or Black.
- 48ft light strings can support up to 1440 watts total
- 14AWG SJTW 3-wire cable with grounded plug and socket allow multiple light strings to be interconnected
- Formulated PVC sockets form a tight seal around the bulb to keep prevent the entrance of water and moisture
- Suspended socket has T-mold with mounting hole
- For longer spans, use Catenary Cable with plastic ties at each socket
- Do not exceed 1440 watts in any single run

**ORDERING INFO**

SUSPENDED E26

Suspended Medium Base Light String, 48 ft, 24 sockets

ETLS-MS-24-48-BK (Black)  
ETLS-MS-24-48-WH (White)

Interconnectable up to 1440W

**DOWNLOADS**

E26 Base Commercial Grade Light String Cut Sheet  
ETL Commercial Grade Light String Instructions

ABOUT US MOBILE LIGHT LAB CATALOG & MATERIALS WHERE TO BUY CUSTOMER SUPPORT REP LOGIN CLIENT LOGIN

American Lighting, Inc. all rights reserved 2015

VERIFIED



### AMERICAN LIGHTING

BRIGHT IDEAS • INNOVATIVE SOLUTIONS

TRULUX TASK DOWNLIGHTING LINEAR ARCHITECTURAL SEASONAL

#### STANDARD LED S14

Dependable and bright – long life LED S14 lamps that feature durable faceted lenses

**PRODUCT DETAILS**

- Direct replacement for S14 incandescent lamps
- 25,000 hour average life for indoor and outdoor use
- 7 LED diodes means no filaments to break
- Durable, colored faceted lens
- Save up to 80% over incandescent lamps
- Run up to 330 feet of Commercial Grade Light String using less than 375 watts
- Seven vivid colors including Warm White which mimics the look of incandescent

**ORDERING INFO**

LED S14

Standard LED S14, E26 base, Faceted lens, 1.5W

S14-LED-PW Pure White  
S14-LED-WW Warm White

**LIMITED QUANTITIES AVAILABLE**

Standard LED S14, E26 base, Faceted lens, 1.5W

S14-LED-BL Blue

**DOWNLOADS**

Standard LED S14 Cut sheet

ABOUT US MOBILE LIGHT LAB CATALOG & MATERIALS WHERE TO BUY CUSTOMER SUPPORT REP LOGIN CLIENT LOGIN

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VERIFIED

## 1. TREE UP-LIGHT NTS

## 2. PATIO OVERHEAD STRINGER LIGHTS NTS

## 3. STANDARD LED BULB NTS



### CATENARY CABLE

LINEAR LIGHTING / DECORATIVE LIGHT STRING / CATENARY CABLE

189

#### Features

- Provides support for spans of Commercial Grade Light String, Festoon Light String, and other linear lighting products
- 1/8" diameter outdoor rated, galvanized cable and clips resist corrosion
- Cable fasteners can be attached without the use of tools and can be adjusted quickly and easily
- Tensioning Tool allows you to tension wire up to 880lbs with minimal effort due to the 6:1 gear drive mechanism
- The integral torque gauge controls the load applied to the wire, giving consistent tension every time and optimizing the life of the wire

**Listing / Ratings**

- Indoor/outdoor use

#### Technical Information

| Series            | LS-CABLE                         |
|-------------------|----------------------------------|
| Max Weight Rating | 330Lbs (heavy duty locks)        |
| Rating            | Suitable for indoor/outdoor use  |
| Cable Dimensions  | 1/8" (3mm) Dia. Galvanized Cable |

**Ordering Information**

|              |                                |
|--------------|--------------------------------|
| LS-CABLE-60  | 60ft Catenary Cable Kit        |
| LS-CABLE-110 | 110ft Catenary Cable Kit       |
| LS-CABLE-500 | 500ft Catenary Cable Bulk Reel |
| LS-LOCK-4    | 4-Pack Heavy Duty Cable Locks  |
| LS-TT        | Tensioning Tool                |

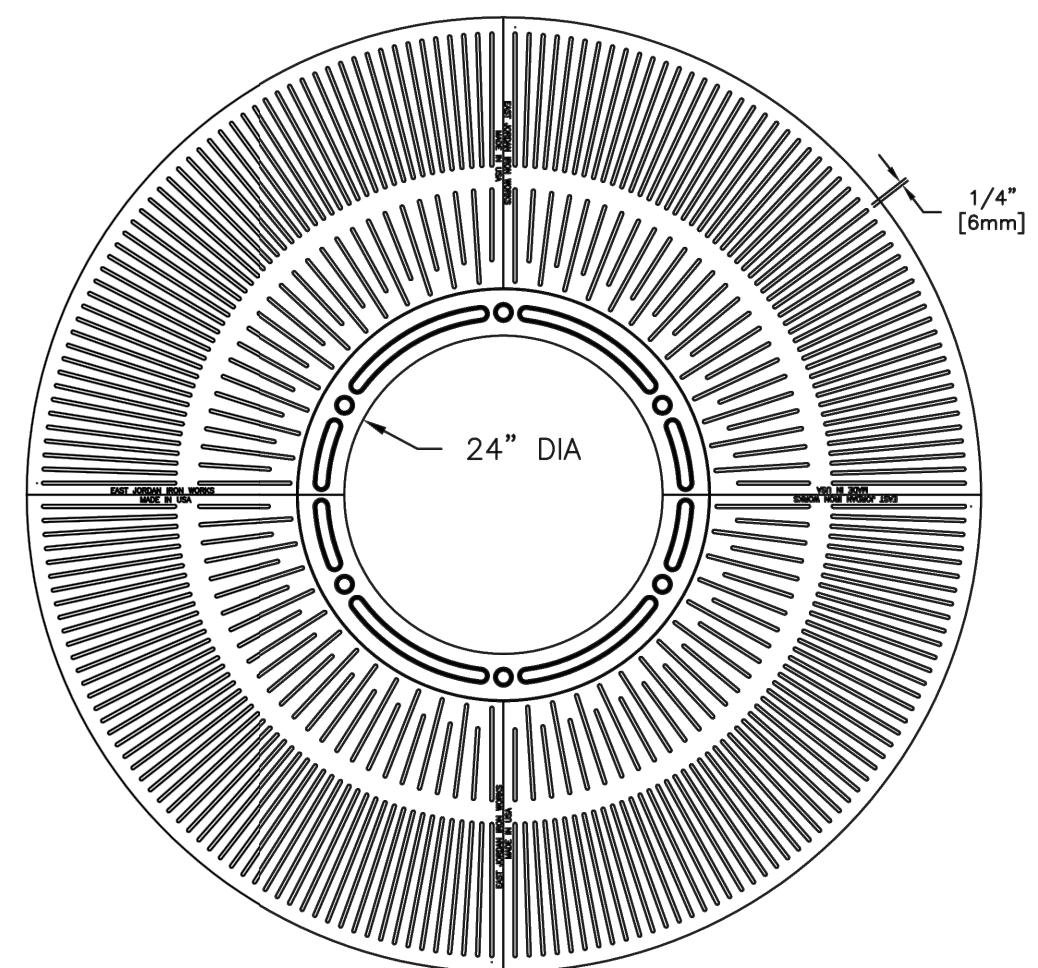
Catenary Cable Kits include: (2) Heavy Duty Cable Locks / (1) Cable Release Key

**Catenary Cable Tensioning Tool**  
Features internal torque gauge controls

**Heavy Duty Cable Lock**  
Rated up to 330Lbs Loads

www.AmericanLighting.com

AMERICAN LIGHTING



### ADA TREE GRATE SET

PRODUCT NUMBER  
**00867803**

CATALOG NUMBER  
**8678**

LOAD RATING  
**NON-TRAFFIC**

COATING  
**UNDIPPED**

MATERIAL SPECIFICATION

|             |           |                |
|-------------|-----------|----------------|
| TREE GRATE  | GRAY IRON | ASTM A48 CL35B |
| INNER GRATE | GRAY IRON | ASTM A48 CL35B |

OPEN AREA  
N/A

DRAWN  
KH

DATE  
06/21/07

LAST REVISED  
SMH

DATE  
09/29/08

REFERENCE INFORMATION

00867831  
00865567

#### GRATE PLAN VIEW

72" DIA

24" DIA

30" DIA

21"

1 1/2"

#### GRATE SECTION VIEW

1/4" (6mm)

INTERLOCK ASSEMBLY DETAIL

CONFIDENTIAL: This drawing is the property of East Jordan Iron Works, Inc. and embodies confidential information, trade secret information, and/or know how that is the property of East Jordan Iron Works, Inc. © Copyright 2006 East Jordan Iron Works, Inc.

### OMEGA MAX PANELS MOUNTED ON SQUARE POSTS (HEIGHT 3' H)

Panneaux OMEGA MAX sur poteaux carrés (grandeur 3' H)

REVISION 01

Panel / Panneau 3'

Bracket support installation/ Installation avec attaches

Flat bar installation/ Installation avec plaques de recouvrement

ADD TOP RAIL AND BOTTOM RAIL TO FENCING

OMEGA II - Fence Systems  
Contact: Esti Karo  
Phone: 303.214.8574  
Email: Esti.Karo@omegafence.com

Système de Clôtures OMEGA II  
1735 boul. St-Elzear Ouest  
Laval, Quebec  
H7L 3N6  
Tel: 450-886-9600  
1-800-836-5342  
Fax: 450-881-5318  
www.omegafence.com

## 4. CATENARY CABLE NTS

## 5. 6' ROUND TREE GRATES NTS

## 6. 36" PATIO OMEGA MAX FENCE NTS

OWNER/DEVELOPER  
NEWSTREAM COMMERCIAL  
311 S. OAK STREET, SUITE 250  
ROANOKE, TX 76262  
Ph. 817-602-0578  
Contact: MR. TROY LEWIS

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A  
3.04 Acres

J.N. TANNER HILL SURVEY, ABSTRACT NO. 1252  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

HARDSCAPE & LANDSCAPE  
DETAILS

PRELIMINARY PLANS  
THIS DOCUMENT IS FOR INTERIM REVIEW  
AND IS NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.  
JAMESON FENSON LANDSCAPE ARCHITECTS  
DATED 6/12/2019

Drawn By: MH  
Date: 01/07/2019  
Scale:  
Revisions:  
03/13/2019  
04/15/2019  
05/20/2019  
06/12/2019

18351

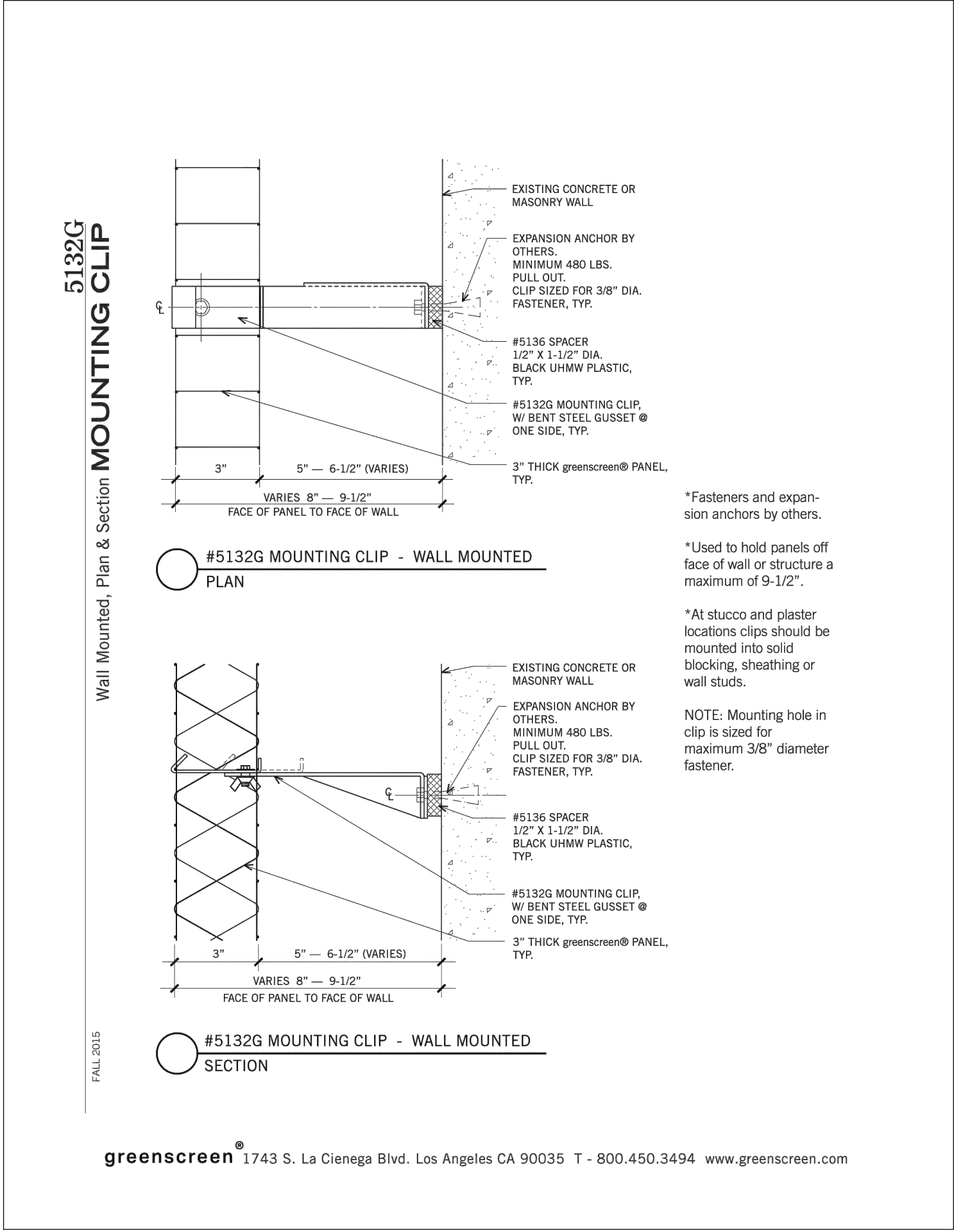
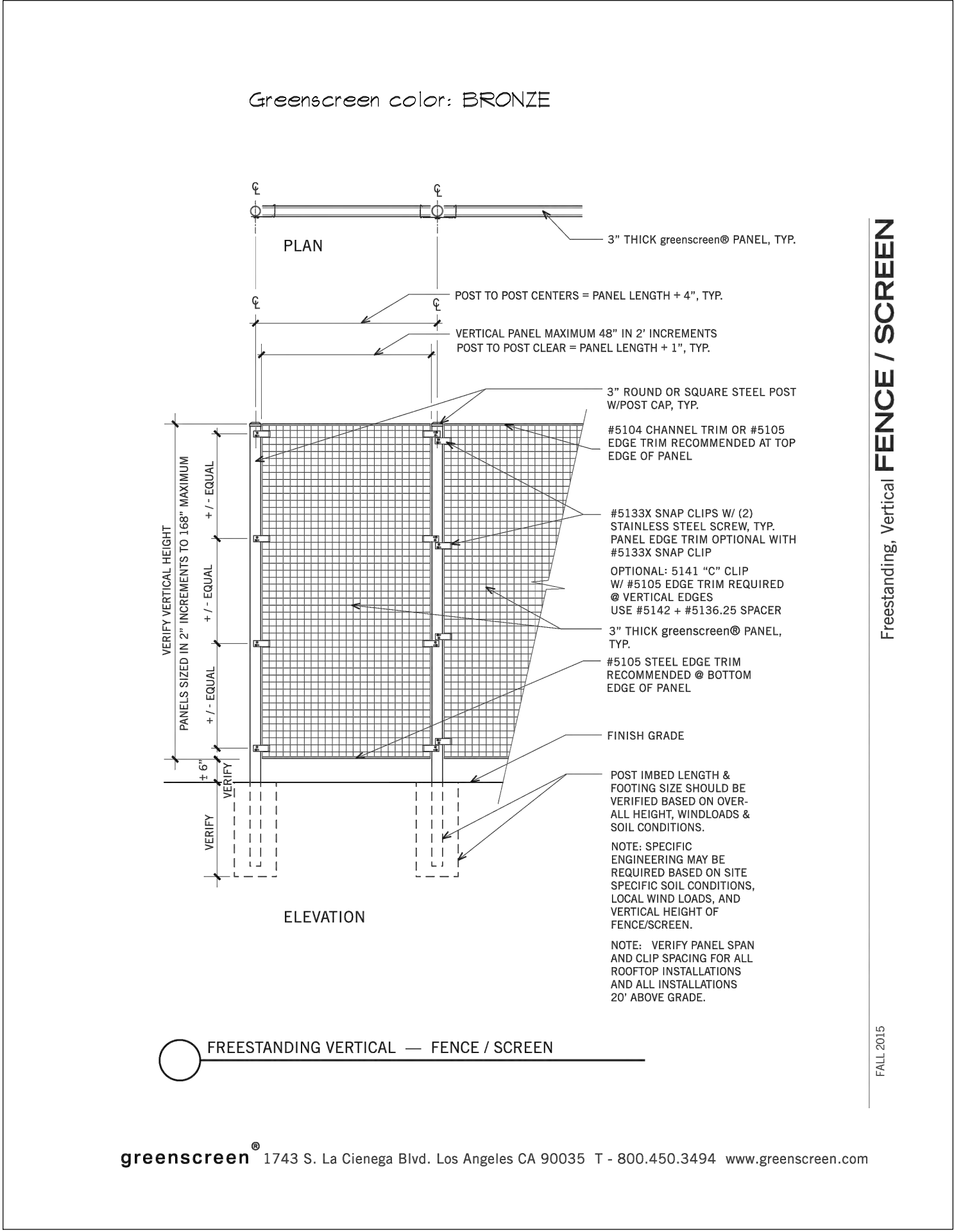
L4.1

LAKESIDE CROSSING, BUILDINGS 4 & 5

The John R. McAdams  
Company, Inc.  
(DBA: G&A McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
817-436-8770  
201 Oakmead Drive  
Roanoke, Texas 76262  
940-240-1012  
TBP#: 19762 TBPIS: 0104440  
www.mcadamsco.com

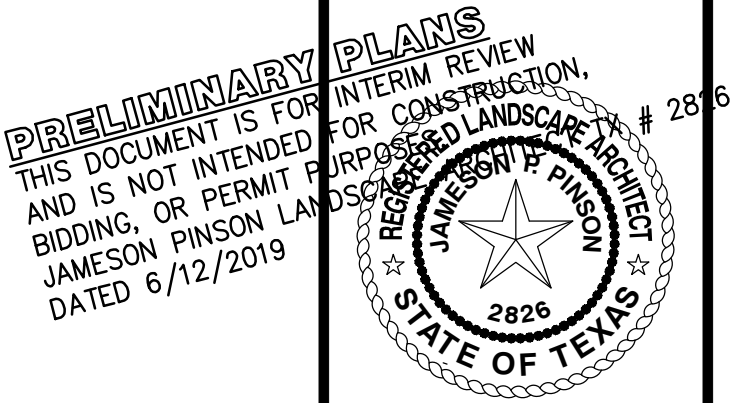






BY ASSOCIATES - Greenscreen  
Contact: Brian Vavrina  
Office 800.496.0487

1. GREENSCREEN TRELLIS PANELS  
NTS



|                  |
|------------------|
| Drawn By: MH     |
| Date: 01/07/2019 |
| Scale:           |
| Revisions:       |
| 03/13/2019       |
| 04/15/2019       |
| 05/20/2019       |
| 06/12/2019       |

OWNER/DEVELOPER  
NEWSTREAM COMMERCIAL  
311 S. OAK STREET, SUITE 250  
ROANOKE, TX 76262  
Ph. 817-602-0578  
Contact: MR. TROY LEWIS

18351

L4.2

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A

3.040 Acres

in the  
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

HARDSCAPE & LANDSCAPE  
DETAILS

LAKESIDE CROSSING, BUILDINGS 4 & 5



The John R. McAdams  
Company, Inc.  
(DBA: G&A McAdams)  
111 Hillside Drive  
Lewisville, Texas 75057  
817-436-8777  
291 Oakmont Road  
Roanoke, Texas 76262  
940-240-1012  
TBP#: 19762 TBPIS: 0194440  
www.mcadamsco.com





## TOWN COUNCIL AGENDA ITEM NO. 15

### REGULAR ITEM

---

**DATE:** June 17, 2019

**FROM:** Poornima Kashyap, Senior Planner

**ITEM:** **Public Hearing to consider a request for a Specific Use Permit No. 457 (SUP19-0002 – Lakeside Crossing Building 5) to permit a pharmacy, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 10, 2019, meeting.*)**

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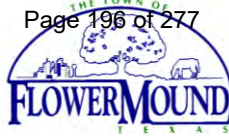
**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Though there were no concerns regarding the proposed pharmacy use, the Commission expressed concerns regarding lack of adequate articulation on the west facade of Building 4. The applicant submitted a revised site plan package addressing the Commission's concerns, and this in turn modified the Specific Use Permit exhibit, which is included as Attachment 3. The staff report for the site plan application includes a brief write-up regarding the façade modifications and also includes the revised site plan package attachment.

#### **ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Revised Specific Use Permit Exhibit

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

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



## PLANNING AND ZONING COMMISSION

### AGENDA ITEM NO: 8

### REGULAR ITEM

---

**DATE:** June 10, 2019

**FROM:** Poornima Kashyap, Senior Planner

**ITEM:** **Public Hearing to consider a request for a Specific Use Permit No. 457 (SUP19-0002 – Lakeside Crossing Building 5) to permit a pharmacy. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive.**

---

#### I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Site Plan (SP19-0001), for consideration on the same agenda. Approval of this site plan request is contingent upon approval of the Specific Use Permit for a pharmacy.

This application will require final action by the Town Council.

#### II. APPLICATION ANALYSIS

The purpose of the application is to request approval of a Specific Use Permit (SUP 457) to permit an approximately 3,000-square-foot pharmacy to occupy the south end of the proposed 15,764 square-foot multi-tenant retail building to be developed on Lot 5, Block A of the Lakeside Crossing subdivision. The subject site is approximately 1.75 acres and currently vacant. The property is zoned Planned Development District-153 (PD-153) for both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan.

A pharmacy use requires approval of a Specific Use Permit (SUP) in the Campus Commercial zoning district. A drive-thru for a pharmacy use is considered as an accessory use that is incidental and subordinate to the principal use. The proposed drive-thru lane indicates the required four car queuing space. The ordinance for the SUP will include the following conditions for the pharmacy use:

1. The Specific Use Permit is limited to 3,000 square-foot lease space located at the southern end of retail Building # 5.
2. A single drive-thru lane as shown on the concept plan shall be permitted.
3. Enhanced paving consisting of stamped concrete denoting the drive-thru lane must be provided.



4. The hours of operation for the drive-thru facility are limited to 7:00 a.m. to 9:00 p.m. seven days a week.

A site plan (SP19-0001) for two retail buildings on Lots 4 and 5 is on the same agenda for consideration by the Planning and Zoning Commission. Landscape plans and elevations have been provided with the companion site plan application. The primary access to the site is provided from Long Prairie Road located to the east of this site. Mutual access easements provide internal circulation throughout the development and connectivity to Northwood Drive located to the west of this development.

### **III. CORRESPONDENCE**

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Specific Use Permit requests. At the time this report was written, the Town had received no correspondence in support or in opposition to the request.

### **IV. ATTACHMENTS**

#### **A. Background Information**

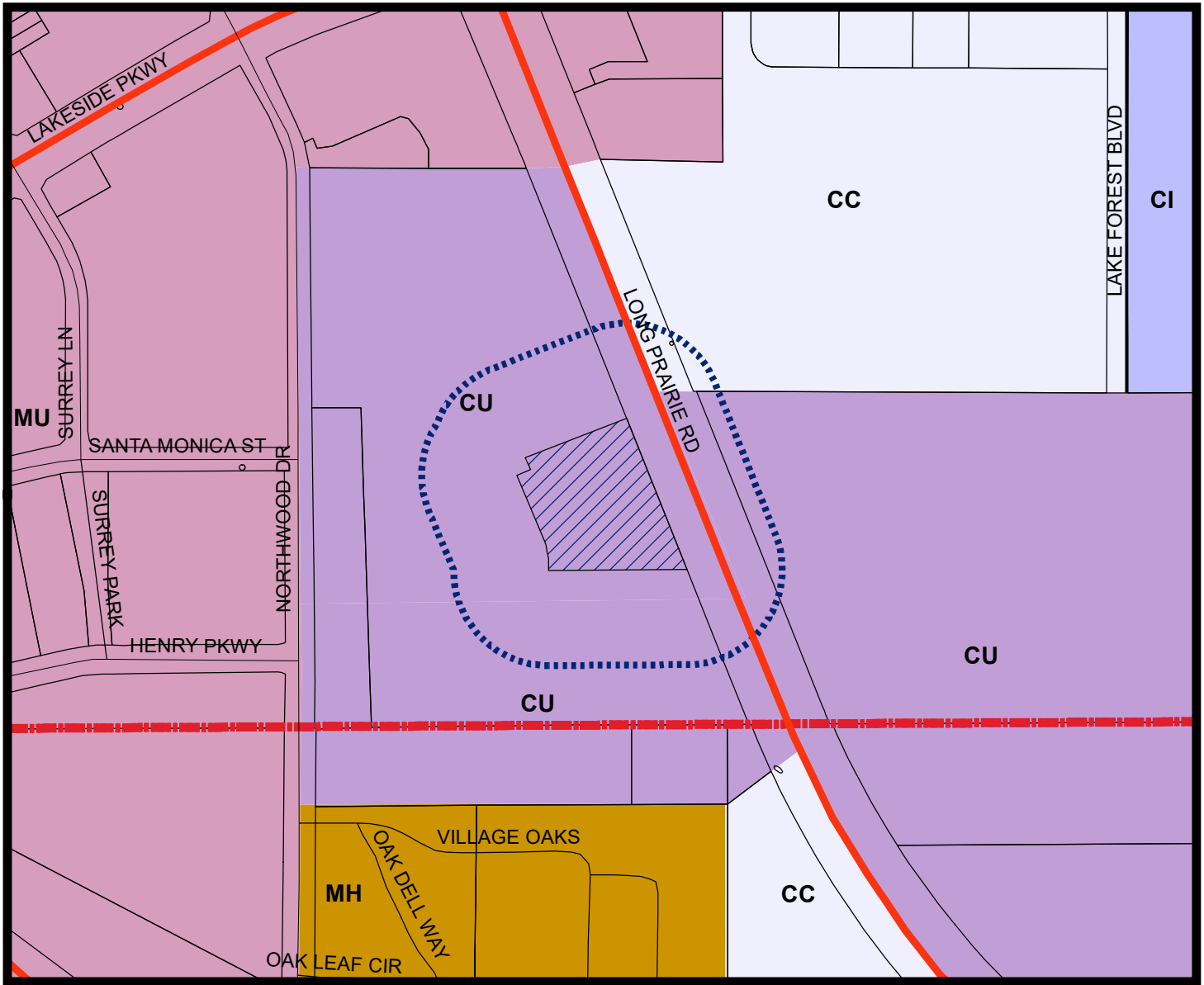
1. Vicinity Map
2. Letter of Intent

#### **B. Application Details**

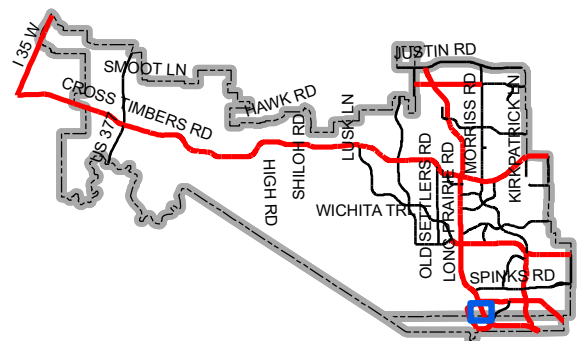
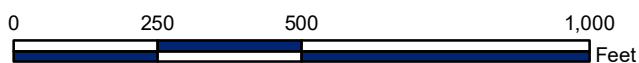
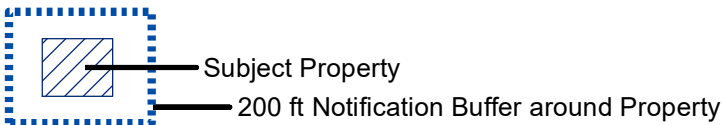
1. Specific Use Permit Exhibit

# Vicinity Map

Reference Project: SUP19-0002



## LEGEND



Map Location





## LETTER OF INTENT &gt; LAKESIDE CROSSING BLDG. 4&amp;5 SUP

February 24, 2019

Mrs. Poornima Kashyap  
Senior Planner  
Town of Flower Mound  
2121 Cross Timbers Road  
Flower Mound, TX 75028

**RE: Lakeside Crossing Buildings 4 & 5 – Specific Use Permit Application**

Dear Poornima:

Please accept this letter, on behalf of our client, as an explanation of the proposed application. We are submitting, for review and approval, a specific use permit (SUP) application for Lakeside Crossing - Buildings 4 & 5. As you are aware a site plan application for these buildings has previously been submitted, and is currently under review by staff.

At the south end of Building 5, a drive through lane is proposed with 4 queueing spaces. The drive through lane will be used by a proposed pharmacy. The pharmacy, as currently planned, will lease approximately 3,000 SF within building 5, subject to final lease negotiations.

The Lakeside Crossing zoning is controlled by PD 153, which has an underlining Campus Commercial zoning classification. Pharmacy uses are an allowed, by SUP, within this the Campus Commercial zoning.

Additional information can be found on the site plan, landscape plans, architectural elevations and construction plans.

Please feel free to contact me if you have any questions or comments regarding this submittal.

Sincerely,

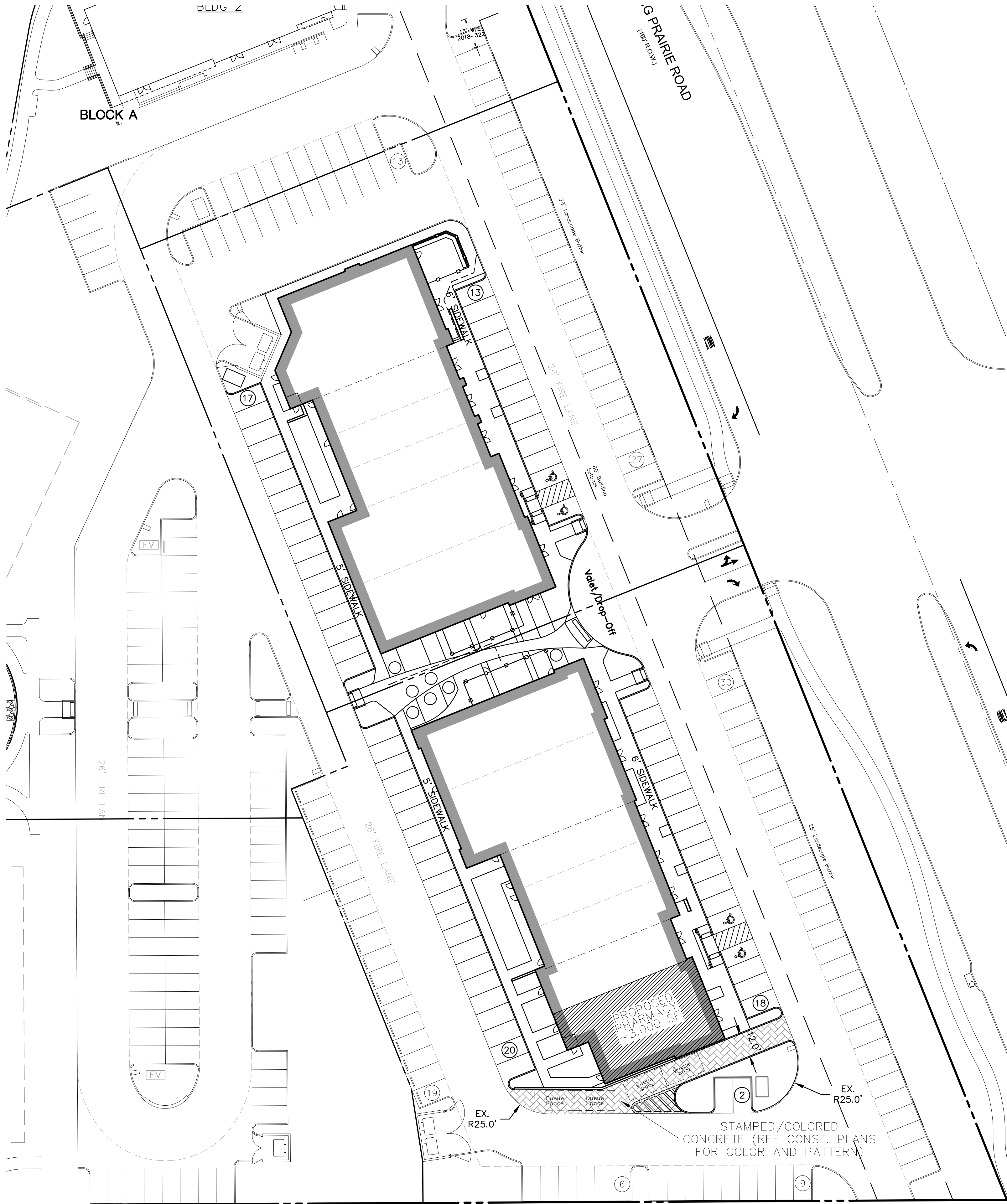
Scott Minnis, E.I.T.

Project Manager, Engineering

cc. Mr. Robert J. Dollak, Jr, P.E.  
Mr. Troy Lewis, Newstream Commercial



Doc: 2/2019/18351/Unsubdiv/P&Z/Const Plans/04/RETS/18351 SUP  
Printed: 6/4/2019 4:43 PM by Scott Wernick. Saved: 6/4/2019 4:19 PM by scott



| SITE DATA TABLE – LAKESIDE CROSSING BUILDINGS 4&5          |                     |          |
|------------------------------------------------------------|---------------------|----------|
| Physical Address                                           | TBD                 |          |
| Gross Site Area                                            | 3,040 A; 132,422 SF |          |
| Net Site Area                                              | 3,040 A; 132,422 SF |          |
| Lot Coverage                                               |                     |          |
| Building Coverage                                          |                     |          |
| Building 4                                                 | 14,717 SF; ±11.1%   |          |
| Building 5                                                 | 15,205 SF; ±11.5%   |          |
| Impervious Coverage                                        | ±90%                |          |
| Pervious Area                                              | ±10%                |          |
| Parking Summary                                            |                     |          |
| Surface Parking (refer to the shared parking charts below) |                     |          |
| Retail – 1 space per 250 Square Feet                       |                     |          |
| Office – 1 space per 300 Square Feet                       |                     |          |
| Restaurant/Patio – 1 space per 75 Square Feet              |                     |          |
| Lakeside Crossing Buildings 4&5                            | Required            | Provided |
| Building 4 (Restaurant 7,328 SF)                           | 98                  | 65       |
| Building 4 (Rest. Patio 477 SF)                            | 6                   | 2        |
| Building 4 (Retail 4,245 SF)                               | 17                  | 12       |
| Building 4 (Office 3,094 SF)                               | 10                  | 9        |
| Building 5 (Restaurant 3,087 SF)                           | 41                  | 42       |
| Building 5 (Rest. Patio 550 SF)                            | 7                   | 2        |
| Building 5 (Office 3,469 SF)                               | 12                  | 10       |
| Building 5 (Retail 8,649 SF)                               | 35                  | 28       |
| *Accessible Parking                                        | 4                   | 4        |
| Provided Parking (Adj. to Bldgs)                           | 0                   | 71       |
| Existing Adjacent Onsite Parking                           | 0                   | 99       |
| **Total Parking (Bldg. 4 & 5)                              | 208                 | 170      |
| **Total Parking (Lakeside Crossing)                        | 445                 | 470      |
| Building 4 Data                                            |                     |          |
| Height (story/feet)                                        | 1 Story             |          |
| Peak Height                                                | 31' 1 5/16"         |          |
| Mean Height                                                | 28' 1 3/16"         |          |
| Total Square Footage                                       | 14,717 SF           |          |
| Building 5 Data                                            |                     |          |
| Height (story/feet)                                        | 1 Story             |          |
| Peak Height                                                | 29' 6"              |          |
| Mean Height                                                | 27' 0"              |          |
| Total Square Footage                                       | 15,205 SF           |          |

\*Accessible Parking Provided based on the overall shared parking numbers for Lakeside Crossing (9 Required, 14 Provided)  
\*\*Total Parking numbers for Buildings 4&5 is based on the shared parking chart below, not the cumulative total from the numbers above. (Total parking numbers do NOT include any residential parking requirements, or the on-street parking in front of the residential)

| Original Lakeside Crossing Parking Numbers |         |         |         |          |     |
|--------------------------------------------|---------|---------|---------|----------|-----|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7 |         |         |         |          |     |
| Weekday                                    |         | Weekend |         | Night    |     |
| Daytime                                    | Evening | Daytime | Evening | Midnight |     |
| 6A-6P                                      | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |     |
| Office                                     | 222     | 23      | 23      | 12       | 12  |
| Retail                                     | 28      | 50      | 55      | 39       | 3   |
| Restaurant                                 | 139     | 277     | 277     | 277      | 28  |
| Hotel                                      | 94      | 134     | 94      | 134      | 94  |
| Totals                                     | 483     | 484     | 449     | 462      | 137 |

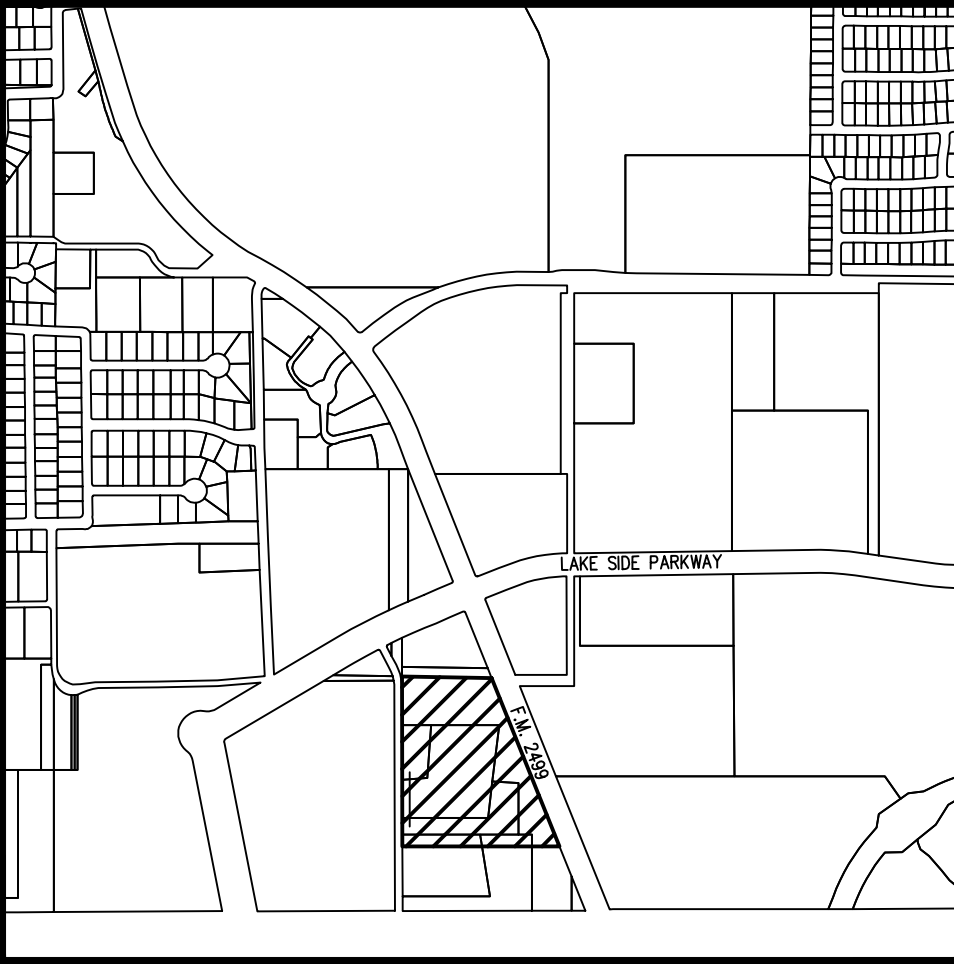
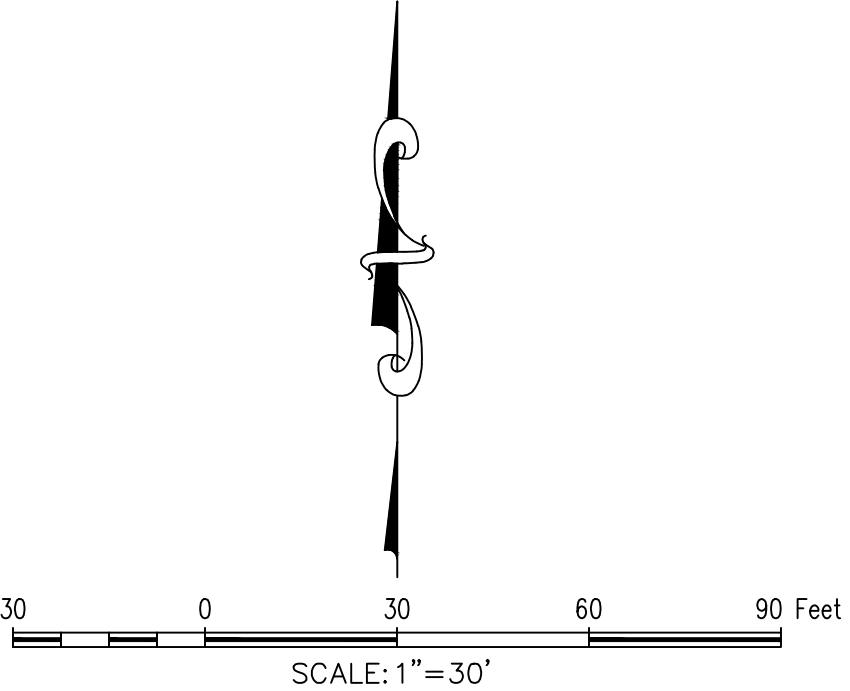
\*491 Parking Spaces Provided

| Shared Parking Numbers for Buildings 4 & 5 only |         |         |         |          |    |
|-------------------------------------------------|---------|---------|---------|----------|----|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 4&5      |         |         |         |          |    |
| Weekday                                         |         | Weekend |         | Night    |    |
| Daytime                                         | Evening | Daytime | Evening | Midnight |    |
| 6A-6P                                           | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |    |
| Office                                          | 22      | 3       | 3       | 2        | 2  |
| Retail                                          | 26      | 47      | 52      | 37       | 3  |
| Restaurant                                      | 77      | 153     | 153     | 153      | 16 |
| Hotel                                           | 0       | 0       | 0       | 0        | 0  |
| Totals                                          | 125     | 203     | 208     | 192      | 21 |

\*470 (452 on-site + 18 on-street parking spaces)

| Revised Overall Lakeside Crossing Parking Numbers with Revised Building Square Footages for Buildings 4 & 5 |         |         |         |          |     |
|-------------------------------------------------------------------------------------------------------------|---------|---------|---------|----------|-----|
| SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7                                                                  |         |         |         |          |     |
| Weekday                                                                                                     |         | Weekend |         | Night    |     |
| Daytime                                                                                                     | Evening | Daytime | Evening | Midnight |     |
| 6A-6P                                                                                                       | 6P-Mid  | 6A-6P   | 6P-Mid  | 6A       |     |
| Office                                                                                                      | 191     | 20      | 20      | 10       | 10  |
| Retail                                                                                                      | 37      | 66      | 74      | 52       | 4   |
| Restaurant                                                                                                  | 113     | 225     | 225     | 225      | 23  |
| Hotel                                                                                                       | 94      | 134     | 94      | 134      | 94  |
| Totals                                                                                                      | 435     | 445     | 413     | 421      | 131 |

\*470 (452 on-site + 18 on-street parking spaces)



BOX CUT ON TOP OF THE WESTERN CURB OF NORTHWOOD DRIVE, NEAR A STREET LIGHT APPROXIMATELY 130' SOUTH OF THE NORTHWEST CORNER OF SUBJECT PROPERTY ELEV.=590.87  
BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN CURB OF NORTHWOOD DRIVE APPROXIMATELY 58' NORTH OF THE SOUTHWEST CORNER OF THE PROPERTY ELEV=577.78

NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. REFER TO SHEET 04 FOR PAVING HATCH LEGEND.
8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
10. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW. THIS RELATES TO ONLY THE EASTERN FACADE, SINCE THIS IS THE ONLY FACADES ABUTTING A STREET.
11. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
12. THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.



OWNER/DEVELOPER  
NEWSTREAM COMMERCIAL  
311 S. OAK STREET, SUITE 250  
ROANOKE, TX 76262  
Ph. 817-602-0578  
Contact: MR. TROY LEWIS

The John R. McAdams Company, Inc.  
(DBA: G&A McAdams)  
111 Hillside Drive  
Levelland, TX 79637  
972.436.9712  
201 County View Drive  
Roanoke, Texas 76262  
940.240.1012  
TBPE: 19762 TBPE1.S.10194440  
www.mcadamsco.com

**MCADAMS**  
**G&A**

**LAKESIDE CROSSING, BUILDING 5**  
**Lot 5, Block A**  
**1.756 Acres**  
in the  
JUN. TANNERHILL SURVEY; ABSTRACT NO. 1252  
TOWN OF FLOWER MOUND  
DENTON COUNTY, TEXAS

**SUP EXHIBIT**

**PRELIMINARY PLANS**  
THIS DOCUMENT IS FOR  
INTERIM REVIEW AND IS  
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CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES.  
G&A | MCADAMS,  
TBPE: 19762  
ROBERT JOHN DOLLAH, JR.,  
P.E. #86898  
DATE 6/4/2019

Drawn By: JMB  
Date: 02/24/2019  
Scale: 1"=30'  
Revisions:  
03/28/2019  
04/15/2019  
05/31/2019

**18351**

**SUP**



**TOWN OF FLOWER MOUND, TEXAS****ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 457 (SUP-457) FOR A PHARMACY ON CERTAIN PROPERTY DESCRIBED AS 1.756 ACRES OF LAND AND BEING ALL OF LOT 5, BLOCK A, OF THE LAKESIDE CROSSING AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 153 (PD-153) WITH BOTH RESIDENTIAL AND NON-RESIDENTIAL USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 1.756 acres of land and being all of Lot 5, Block A, of the Lakeside Crossing has filed an application for a Specific Use Permit for a pharmacy; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on June 10, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on June 17, 2019, with respect to the Specific Use Permit described herein; and,

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

**WHEREAS**, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public.

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

### **SECTION 1**

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

1.756 acres of land, being all of Lot 5, Block A, of the Lakeside Crossing, Denton County, Texas and zoned Planned Development District No. 153 (PD-153).

Specific Use Permit No. 457 is granted to allow a pharmacy, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

- 1) The Specific Use Permit is limited to 3,000 square-foot lease space located at the southern end of retail Building # 5.
- 2) A single drive-thru lane as shown on the concept plan shall be permitted.
- 3) Enhanced paving consisting of stamped concrete denoting the drive-thru lane must be provided.
- 4) The hours of operation for the drive-thru facility are limited to 7:00 a.m. to 9:00 p.m. seven days a week.

### **SECTION 2**

The conceptual site plan of the proposed pharmacy, attached hereto as Exhibit "A" incorporated herein for all purposes allowed by law, is hereby approved as the conceptual site plan for this Specific Use Permit.

### **SECTION 3**

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Specific Use Permit, as set forth above.

### **SECTION 4**

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound including the regulations contained in Planned Development District-153 (PD-153).

### **SECTION 5**

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



**SECTION 6**

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

**SECTION 7**

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

**SECTION 8**

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

**SECTION 9**

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

**SECTION 10**

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

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

**APPROVED:**

\_\_\_\_\_  
**Steve Dixon, MAYOR**

Ordinance No. \_\_\_\_\_

Exhibit A " Specific Use Permit Exhibit"

Page 5

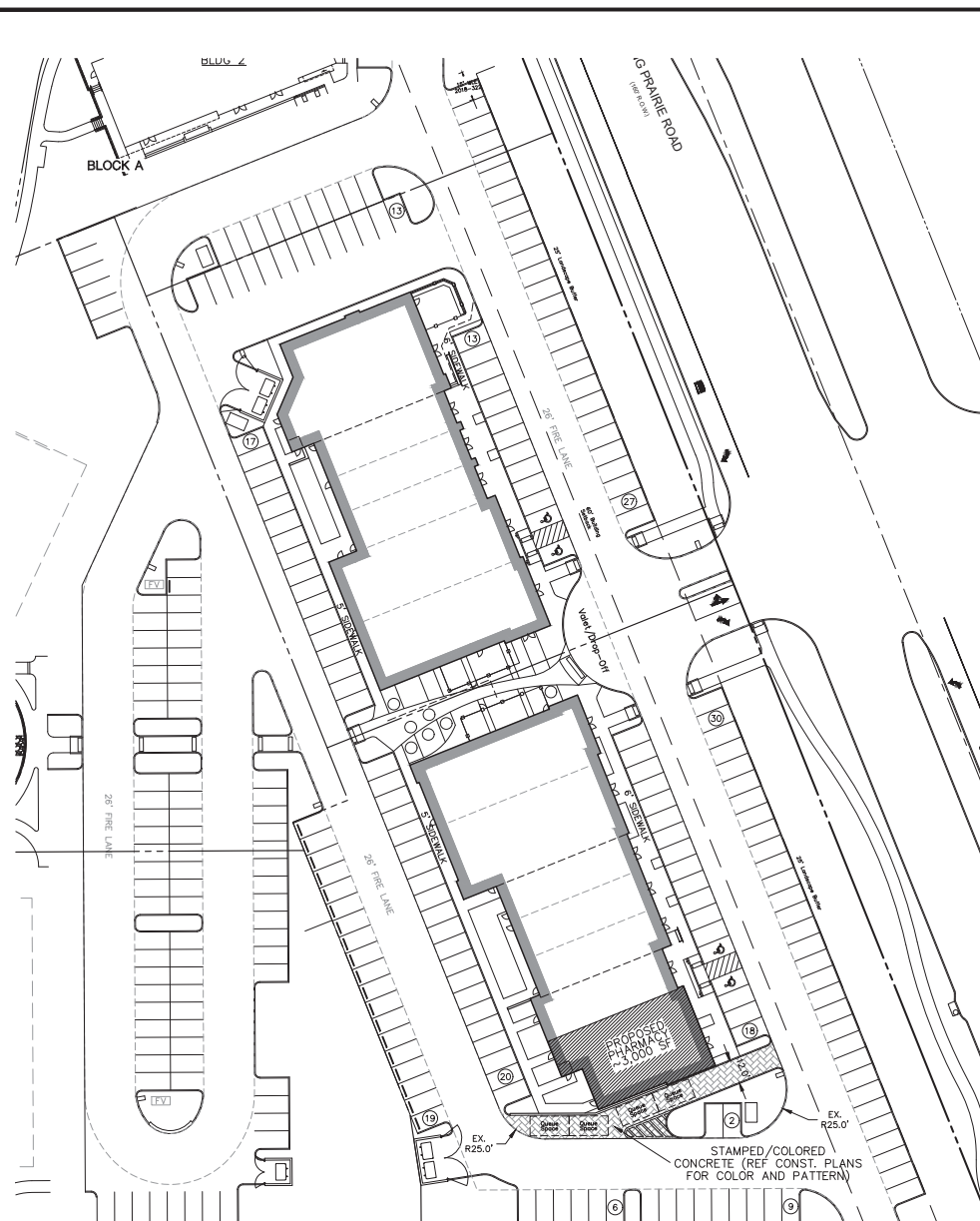
**Ordinance No.** \_\_\_\_\_

**Page 4**

**ATTEST:**

\_\_\_\_\_  
**Theresa Scott, TOWN SECRETARY**





| SITE DATA TABLE - LAKESIDE CROSSING BUILDINGS 4&5          |                      |     |
|------------------------------------------------------------|----------------------|-----|
| Physical Address                                           | TOR                  |     |
| Gross Site Area                                            | 3,040 Ac, 132,422 SF |     |
| Net Site Area                                              | 3,040 Ac, 132,422 SF |     |
| Lot Coverage                                               |                      |     |
| Building Coverage                                          |                      |     |
| Building 4                                                 | 14,717 SF, ±11.1%    |     |
| Building 5                                                 | 15,200 SF, ±11.2%    |     |
| Impervious Coverage                                        |                      |     |
| Pervious Area                                              | ±10%                 |     |
| Parking Summary                                            |                      |     |
| Surface Parking (refer to the shared parking charts below) |                      |     |
| Retail = 1 space per 250 Square Feet                       |                      |     |
| Office = 1 space per 300 Square Feet                       |                      |     |
| Restaurant/Hotel = 1 space per 75 Square Feet              |                      |     |
|                                                            |                      |     |
| Lakeside Crossing Buildings 4&5                            |                      |     |
| Required                                                   | Provided             |     |
| Building 4 (Restaurant, 7,338 SF)                          | 98                   | 65  |
| Building 4 (Retail, 472 SF)                                | 6                    | 2   |
| Building 4 (Retail, 4,245 SF)                              | 17                   | 12  |
| Building 4 (Office, 3,094 SF)                              | 10                   | 9   |
| Building 5 (Restaurant, 3,067 SF)                          | 41                   | 42  |
| Building 5 (Retail, 560 SF)                                | 4                    | 2   |
| Building 5 (Office, 3,649 SF)                              | 12                   | 10  |
| Building 5 (Retail, 8,649 SF)                              | 35                   | 28  |
|                                                            | 4                    | 4   |
| Provided Parking (Adj. to Bldgs)                           | 0                    | 71  |
| Existing Adjacent Onsite Parking                           | 0                    | 89  |
| Existing Adjacent (Bldg. 4 & 5)                            | 208                  | 170 |
| Existing Parking (Lakeside Crossing)                       | 445                  | 470 |
|                                                            |                      |     |
| Building 4 Data                                            |                      |     |
| Height (story/feet)                                        | 1 Story              |     |
| Peak Height                                                | 28' 5" / 8.6'        |     |
| Mean Height                                                | 21' 0" / 6.4'        |     |
|                                                            | 2                    |     |
| Total Square Footage                                       | 14,717 SF            |     |
|                                                            |                      |     |
| Building 5 Data                                            |                      |     |
| Height (story/feet)                                        | 1 Story              |     |
| Peak Height                                                | 27' 0" / 8.2'        |     |
| Mean Height                                                | 22' 0" / 6.7'        |     |
|                                                            | 2                    |     |
| Total Square Footage                                       | 15,200 SF            |     |

\*Total Parking Provided based on the overall shared parking numbers for Lakeside Crossing (9 Required, 14 Provided)

|              | Weekday          |                   | Weekend          |                   | Night          |
|--------------|------------------|-------------------|------------------|-------------------|----------------|
|              | Daytime<br>04-0P | Evening<br>0P-04C | Daytime<br>04-0P | Evening<br>0P-04C | Midnight<br>0A |
| Office       | 250              | 25                | 25               | 12                | 0              |
| Retail       | 28               | 50                | 25               | 25                | 0              |
| Restaurant   | 135              | 275               | 275              | 275               | 25             |
| Hotel        | 94               | 134               | 94               | 134               | 94             |
| <b>Total</b> | <b>497</b>       | <b>484</b>        | <b>449</b>       | <b>467</b>        | <b>25</b>      |

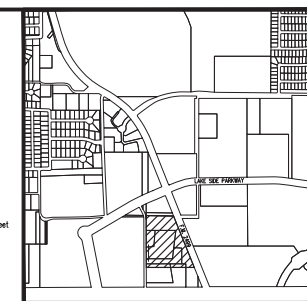
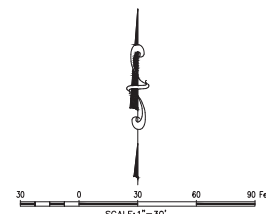
\* 480 Parking Spaces/Provider

|            | Weekday          |                   | Weekend          |                   | Night |
|------------|------------------|-------------------|------------------|-------------------|-------|
|            | Daytime<br>5A-6P | Evening<br>6P-Mid | Daytime<br>5A-6P | Evening<br>6P-Mid |       |
| Office     | 32               | 0                 | 0                | 0                 | 0     |
| Retail     | 26               | 47                | 52               | 57                | 0     |
| Restaurant | 77               | 158               | 223              | 258               | 0     |
| Pedal      | 0                | 0                 | 0                | 0                 | 0     |
| Totals     | 135              | 205               | 275              | 315               | 0     |

\*400 (450 in 2014) = 25 in street parking spaces

|            | SCHEDULE OF MIXED-USE PARKING - BLDG 2 |                  |                  |                  |                |  |
|------------|----------------------------------------|------------------|------------------|------------------|----------------|--|
|            | Weekday                                |                  | Weekend          |                  | Night          |  |
|            | Daytime<br>9A-5P                       | Evening<br>5P-6A | Daytime<br>9A-5P | Evening<br>5P-6A | Midnight<br>6A |  |
| Office     | 235                                    | 20               | 20               | 33               | 3              |  |
| Retail     | 37                                     | 66               | 74               | 52               |                |  |
| Restaurant | 213                                    | 255              | 225              | 225              |                |  |
| Hotel      | 94                                     | 134              | 94               | 134              |                |  |
| Transit    | 49                                     | 49               | 49               | 49               |                |  |

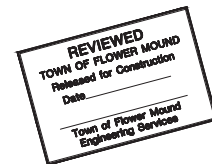
\*430 (42 on-site + 10 on-street parking spaces)



BOX CUT ON TOP OF THE WESTERN CURB OF NORTHWOOD DRIVE, NEAR A STREET LIGHT  
APPROXIMATELY 130' SOUTH OF THE NORTHWEST CORNER OF SUBJECT PROPERTY  
ELEV.=590.87

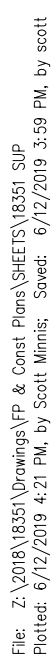
BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN  
CURB OF NORTHWOOD DRIVE, APPROXIMATELY 58' NORTH OF THE SOUTHWEST CORNER  
OF THE PROPERTY ELEV.=577.78

- NOTES:
1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
  2. ALL EXISTING DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
  4. ALL RADIi ARE 3.0 FEET UNLESS OTHERWISE NOTED.
  5. ALL PARKING SPACES ARE 8'0" x 17'5" UNLESS OTHERWISE NOTED.
  6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
  7. REFER TO SHEET C-4 FOR PAVING HATCH LEGEND.
  8. ALL EXISTING WORK SHALL BE IN ACCORDANCE WITH ALL CITY AND STATE MATERIALS AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL VERIFY WHETHER INDICATED ON THESE PLANS OR NOT.
  9. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW. THIS RELATES TO ONLY THE EASTERN FACE, SINCE THIS IS THE ONLY FACADE ABUTTING A STREET.
  10. THERE IS A SIGNAGE REQUIREMENT FOR ALL SIGNAGE DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
  11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL ADDITIONAL INFORMATION ON THE RADIi OF EXISTING CURBS AND SIDEWALKS IN THE FIELD AREA.
  12. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADIi OF EXISTING CURBS AND SIDEWALKS IN THE FIELD AREA.



|                                                                                                                                                                                                                                               |                                                                                                           |                                                                                                 |                                                                                                                                          |                           |                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                              |                     |                   |                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|-----------------------------------------------------|
| <p><b>THE COMPANY V, INC.</b><br/>         (DBA, GSA (McAdams))<br/>         Levee, Texas 75267<br/>         201 Country View Drive<br/>         Houston, Texas 77058<br/>         Tel: 281.246.1132<br/>         Email: info@mcadams.com</p> | <p><b>McADAMS</b></p>  | <p><b>LAKEVIEW CROSSING BUILDING 6</b><br/>         Lot 5, Block A<br/>         1.766 Acres</p> | <p><b>JUN. TANNER, SURVYOR</b><br/>         BY ABSTRACT NO. 1252<br/>         TOWN OF FLOWER MOUND<br/>         DENTON COUNTY, TEXAS</p> | <p><b>SUP EXHIBIT</b></p> | <p><b>PRELIMINARY PLANS</b><br/>         THIS DOCUMENT IS FOR<br/>         INTERIM REVIEW AND IS<br/>         NOT INTENDED FOR<br/>         CONSTRUCTION, BIDDING,<br/>         OR PERMIT PURPOSES.<br/>         GSA I MCADAMS<br/>         TP2: 19/62<br/>         ROBERT JOHN DOLLAK, JR.,<br/>         P.E. #68398<br/>         DATE 6/4/2019</p> | <p>Drawn By: MB<br/>         Date: 02/24/2019<br/>         Scale: 1"=30'<br/>         Revisions:<br/>         03/26/2019<br/>         04/15/2019<br/>         05/17/2019</p> | <p><b>18351</b></p> | <p><b>SUP</b></p> | <p><b>LAKEVIEW CROSSING BUILDINGS 4 &amp; 5</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|-----------------------------------------------------|





100 ft (30 m) on site + 25 on street parking spaces)



BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN CURB OF NORTHWOOD DRIVE APPROXIMATELY 58' NORTH OF THE SOUTHWEST CORNER OF THE PROPERTY ELEV=577.78

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL RADII ARE 3.0 FEET UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. REFER TO SHEET C4 FOR PAVING HATCH LEGEND.
8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
10. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW. THIS RELATES TO ONLY THE EASTERN FACADE, SINCE THE WESTERN FACADE IS THE ONLY FACADE ADJACENT TO A STREET.
11. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
12. THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.

**SUP**

**OWNER/DEVELOPER  
NEWSTREAM COMMERCIAL  
311 S. OAK STREET, SUITE 250  
ROANOKE, TX 76262  
Ph. 817-602-0578  
Contact: MR. TROY LEWIS**





## TOWN COUNCIL AGENDA ITEM NO. 16

### REGULAR ITEM

---

**DATE:** June 17, 2019

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for rezoning (ZPD19-0002 – Stryker Parking Addition) to amend Planned Development 145 (PD-145) with Campus Industrial District (CI) uses, to modify the conceptual plans, and a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, and consider adopting an ordinance for said amendment. The property is generally located south of Lakeside Parkway and east of Lake Forest Boulevard. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 10, 2019, meeting.)***

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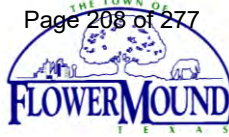
**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

**ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
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:** June 10, 2019

**FROM:** Richard Brown, Senior Planner

**ITEM:** Public Hearing to consider a request for rezoning (ZPD19-0002 – Stryker Parking Addition) to amend Planned Development 145 (PD-145) with Campus Industrial District (CI) uses, to modify the conceptual plans, and a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances. The property is generally located south of Lakeside Parkway and east of Lake Forest Boulevard.

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#### I. ITEM SUMMARY

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

This request has a companion application, Site Plan (SP19-0010), for consideration on the same agenda. That application is contingent on approval of this amendment to PD-145.

This application will require final action by the Town Council.

#### II. APPLICATION ANALYSIS

Planned Development District No. 145 (PD-145) consists of approximately 41.24 acres and provides for two tracts of land:

- Tract 1 – provides for both Building 1 and Building 2 (see application activity below)
- Tract 2 – currently developed with a soccer field, basketball court, and surface parking that serves as a private recreation area and parking for the applicant's employees

The purpose of this request is to consider an amendment to Planned Development District No. 145 (PD-145) to amend the conceptual plans (conceptual site plan and conceptual landscape plan) and conditions for the Building 1 portion of the property to permit an increase in off-street parking that exceeds 20 percent of required parking for the uses within this building. As part of the request, the applicant has provided a required parking study [see Attachment B(1)]. It should be noted that the approved elevations are not impacted by this request.



Various applications have been considered and approved that include the subject property:

- January 21, 2016 - Town Council approved a Master Plan Amendment (MPA15-0010), to amend Section 1.0, Land Use Plan, and Section 2.0, Area Plans, of the Master Plan to change the current land use designation from Campus Commercial to Campus Industrial within the Lakeside Business District Area Plan.
- January 21, 2016 - Town Council approved a request for rezoning (ZPD15-0013) from Planned Development District No. 31 for Campus Commercial District (CC) uses to Planned Development District No. 145 (PD-145) for Campus Industrial District (CI) uses with certain exceptions to the Code of Ordinances.
- March 28, 2016 - Planning and Zoning Commission approved a record plat (RC16-0003) to create a nonresidential subdivision.
- March 28, 2016 - Planning and Zoning Commission approved a site plan (SP15-0029) for the subject property that provides for a commercial building (Building 1) that includes office and warehouse/distribution areas totaling 209,300 square feet of floor area, along with future phases for a warehouse expansion of 41,600 square feet of floor area, and an office expansion of 78,100 square feet of floor area.
- July 21, 2016 – Planning staff approved an amended site plan to provide for a 41,600 square foot warehouse expansion (see above P/Z approval for a site plan).

The following application activity applies to the Building 2 portion of PD-145. This development is not impacted by this application but is being provided for information purposes only:

- April 23, 2018 - Planning and Zoning Commission approved a record plat (RC18-0001) for the subject property.
- April 23, 2018 - Planning and Zoning Commission approved a site plan (SP18-0002) for the subject property that provides for a 198,854 square foot office/warehouse building.

Adjacent development to the Building 1 improvements within PD-145 consists of commercial: office/warehouse uses to the north across Lakeside Parkway, office to the east, and undeveloped property zoned as PD-31 with Campus Commercial District (CC) uses to the south/southwest. The site's western adjacency consists of portions of the existing PD-145 that accommodate drainage infrastructure as well as the above-referenced proposed development for Building 2.

The applicant is proposing to utilize a 75,750 sf mezzanine for office uses to support the existing operations. Additionally, it has been determined along with the increase in number of employees, an increase in visitor/vendor activity is anticipated.

**A. Deviation to computing parking and loading requirements:**

Section 82-73 of the Town's Code of Ordinances provides for alternative off-street parking requirements that reduce or exceed required parking by greater than 20 percent:

Deviation of required spaces. The amount of parking can be reduced or increased by 20 percent. Deviations in excess of 20 percent must be accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.

Parking study. A parking study required by this article shall be reviewed by the town along with any traffic engineering and planning data that are appropriate to the establishment of a parking requirement for the use proposed. A parking study, when required by this article, shall include, but not be limited to, estimates of parking requirements based on recommendations in studies such as those from the Urban Land Institute, the Institute of Traffic Engineers, or the Traffic Institute, and based on data collected from uses or combinations of uses that are the same or comparable to the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity and location. The analysis must include a shared parking analysis based on the mixture of uses and corresponding peak demand. Specifically, the parking required for restaurants should be included in the study and be determined by the number, location, and type of restaurants proposed. The study shall document the source of data used to develop recommendations.

Existing and proposed floor area and off-street parking is summarized in the following table:

|          | USE/FLOOR AREA                                                             | REQUIRED PARKING RATIO             | PARKING SPACES REQUIRED | PROVIDED |
|----------|----------------------------------------------------------------------------|------------------------------------|-------------------------|----------|
| EXISTING | OFFICE/78,100 SF<br>WAREHOUSE/132,800 SF<br>MANUFACTURING, LIGHT/40,000 SF | 1/300 SF<br>1/2,000 SF<br>1/750 SF | 260<br>53<br>66         |          |
| TOTAL    |                                                                            |                                    | 379                     | 423      |
| PROPOSED | OFFICE (MEZZANINE)/ 75,750                                                 | 1/300 SF                           | 253                     |          |
| TOTAL    |                                                                            |                                    | 632                     | 771      |

In summary, the applicant is requesting off-street parking exceeds 22 percent of code requirements. Staff has reviewed the parking study as well as accepted the existing (wetland mitigation area, detention pond within western half of the lot) and proposed infrastructure (detention pond within the southeast quadrant) to address stormwater



runoff generated by the increase in nonpermeable surface area and has no objection to the requested deviation.

#### **IV. CORRESPONDENCE**

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Specific Use Permit requests. At the time this report was written, the Town had received no items of correspondences in support and no items of correspondence in opposition to the request. All written correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

#### **V. ATTACHMENTS**

##### **A. Background Information**

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

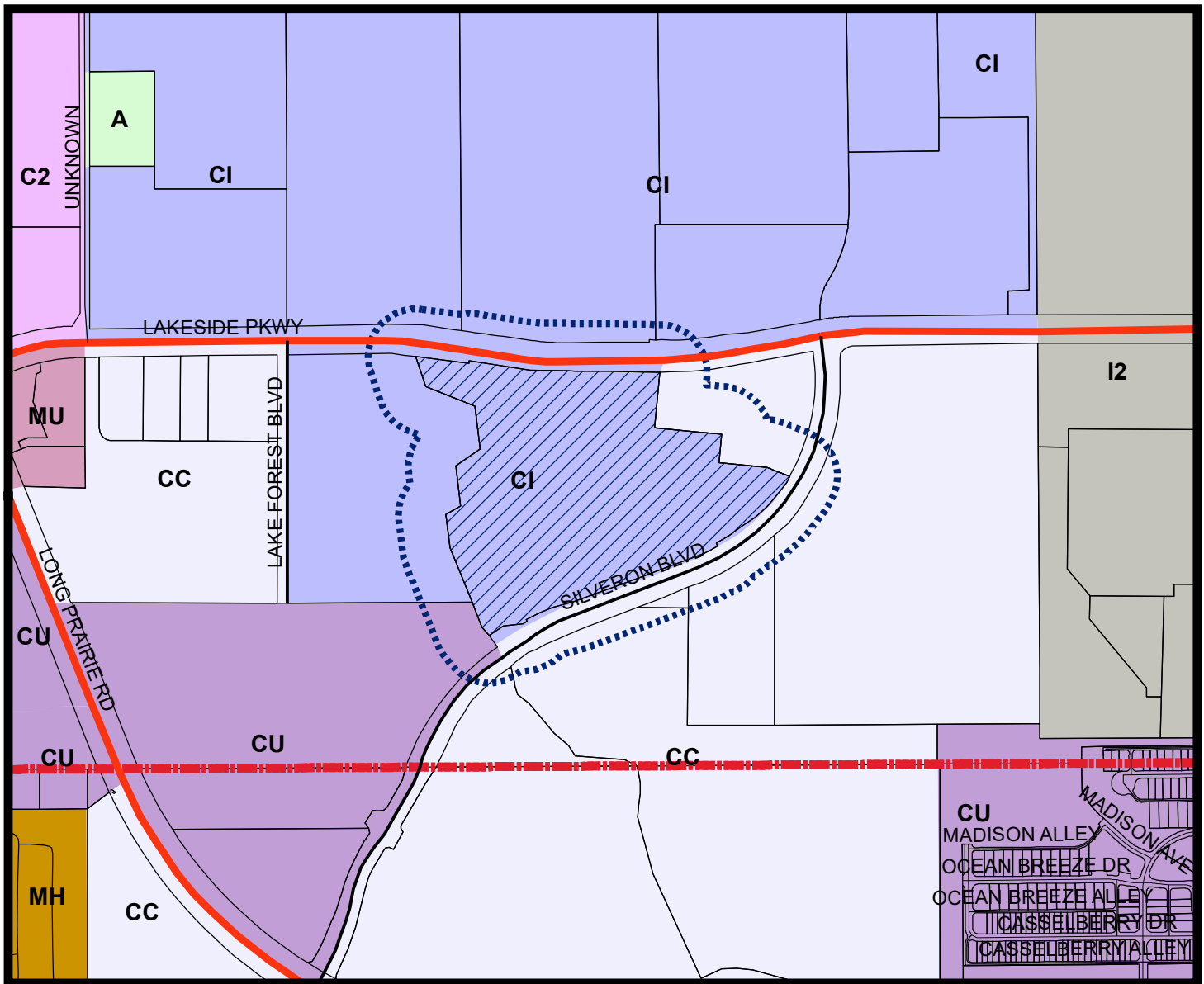
##### **B. Application Details**

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

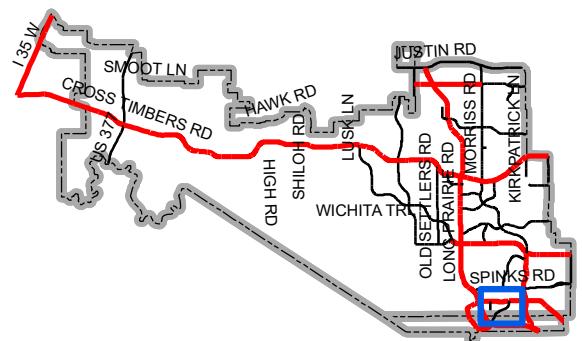
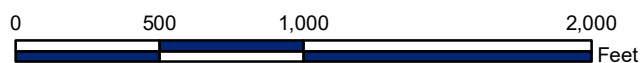
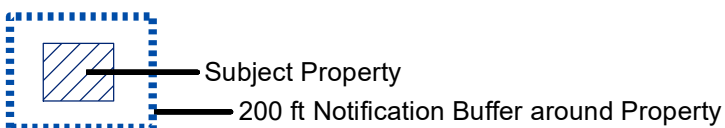
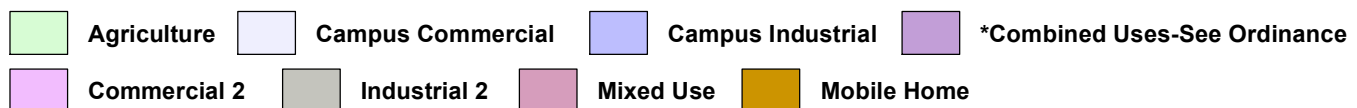


# Vicinity Map

Reference Project: ZPD19-0002



## LEGEND



Map Location



May 31, 2019

Mr. Richard Brown  
Senior Planner  
Town of Flower Mound

**Re: Letter of Intent**  
**Stryker Parking Addition (ZPD19-0002)**  
**Stryker Parking Addition Site Plan**

Dear Mr. Brown,

This shall serve as our Letter of Intent for rezoning and a Site Plan for the Stryker Parking Addition. The Stryker facility was initially built including 78,100 SF of office, 132,800 SF of warehouse, and 40,000 SF of light manufacturing, and an additional 75,750 SF of unfinished office space. The initial construction included 250,900 SF of occupied space. Stryker is continuing to grow and plans to add employees to their campus. In order to accommodate the additional employees and their vehicles, Stryker will finish out the 75,750 SF of unused office space and add additional parking. The purpose of this rezoning is to amend PD 145 to accommodate the need for additional parking. Specifically, the Conceptual Site Plan and Conceptual Landscape Plan are being amended to accommodate the additional parking lot. Concurrently with the rezoning, a parallel Site Plan application has been submitted at the recommendation of staff to expedite the review and approval. In addition to the checklist required items, KH has submitted a parking study to support the application. To mitigate for the additional parking, a storm water detention pond is proposed on the southeast corner of the site.

Please feel free to contact me at (214) 387-3845 or [daniel.millner@kimley-horn.com](mailto:daniel.millner@kimley-horn.com) if you have any questions.

Sincerely,

A blue ink handwritten signature, appearing to read 'Daniel Millner', with a stylized, looping flourish at the end.

Daniel Millner, P.E.  
Kimley-Horn and Associates



## MEMORANDUM

To: Town of Flower Mound

From: Scot A. Johnson, P.E., PTOE  
Kimley-Horn and Associates, Inc.

Date: May 17, 2019

Subject: Parking Study  
Stryker Parking Addition  
571 Silveron Boulevard, Flower Mound



### Introduction

The Stryker facility at 571 Silveron Boulevard is proposing to activate additional office space within its building and would build additional parking to accommodate the increased employee population. Due to the unique operating characteristics of the facility, it requires more parking than would normally be required by the Town code. This study examines the current conditions and the reasoning for the increased parking supply necessary for continued success of the Stryker facility.

### Current Site Conditions

The Stryker site currently has 78,100 SF of office and 172,800 SF of manufacturing/warehouse. The site was constructed with 423 parking spaces.

Historically, the manufacturing/warehouse space has been classified as warehouse for Town parking purposes. Based on the normal town requirement of 1 space per 300 SF of office and 1 per 2,000 SF of warehouse, the site parking requirement would be 346 spaces.

**Table 1. Town Parking Requirement Existing Site as Warehouse**

| Category      | Size       | Rate           | Req'd Parking |
|---------------|------------|----------------|---------------|
| Office        | 78,100 SF  | 1 per 300 SF   | 260           |
| Warehouse     | 172,800 SF | 1 per 2,000 SF | 86            |
| <b>Total:</b> |            |                | <b>346</b>    |

Approximately 40,000 SF of the 172,800 SF is manufacturing space. If that space was classified as industrial as the closest match to the Town's categories, with 1 space per 750 SF, the parking site requirement would be 379 spaces.



**Table 2. Town Parking Requirement Existing Site as Manufacturing/Warehouse**

| Category          | Size       | Rate           | Req'd Parking |
|-------------------|------------|----------------|---------------|
| Office            | 78,100 SF  | 1 per 300 SF   | 260           |
| Manufacturing/Ind | 40,000 SF  | 1 per 750 SF   | 53            |
| Warehouse         | 132,800 SF | 1 per 2,000 SF | 66            |
| <b>Total:</b>     |            |                | <b>379</b>    |

**Current Parking Demand**

There are currently 350 employees at the Stryker facility, showing a higher density of office and warehouse employees than is reflected in the normal town code. This number is very similar to the Town requirement including a manufacturing component in **Table 2**.

In addition to the employees, visitor logs indicate up to 42 visitors present each day, and constant visitor activity is a vital part of Stryker's demonstration and training programs for its medical devices.

The 423 existing parking spaces are effectively full on a daily basis with the employees and visitors. Lacking transit options, nearly all employees and visitors drive alone to the site. An aerial photo from March 1, 2019 is attached, confirming the typical condition. There are few available parking spaces, many of which are the ADA spaces.

**Proposed Site Additions**

Stryker is proposing to activate another 75,750 SF of office uses in previously vacant space within the building. This would result in a total of 153,850 SF of office and 172,800 SF of manufacturing/warehouse on the site. The normal Town parking requirement would be 599 spaces required.

**Table 3. Town Parking Requirement Proposed Site as Warehouse**

| Category      | Size       | Rate           | Req'd Parking |
|---------------|------------|----------------|---------------|
| Office        | 153,850 SF | 1 per 300 SF   | 513           |
| Warehouse     | 172,800 SF | 1 per 2,000 SF | 86            |
| <b>Total:</b> |            |                | <b>599</b>    |

If classified as manufacturing, the Town requirement would be 632 spaces.

**Table 4. Town Parking Requirement Proposed Site as Manufacturing/Warehouse**

| Category          | Size       | Rate           | Req'd Parking |
|-------------------|------------|----------------|---------------|
| Office            | 153,850 SF | 1 per 300 SF   | 513           |
| Manufacturing/Ind | 40,000 SF  | 1 per 750 SF   | 53            |
| Warehouse         | 132,800 SF | 1 per 2,000 SF | 66            |
| <b>Total:</b>     |            |                | <b>632</b>    |

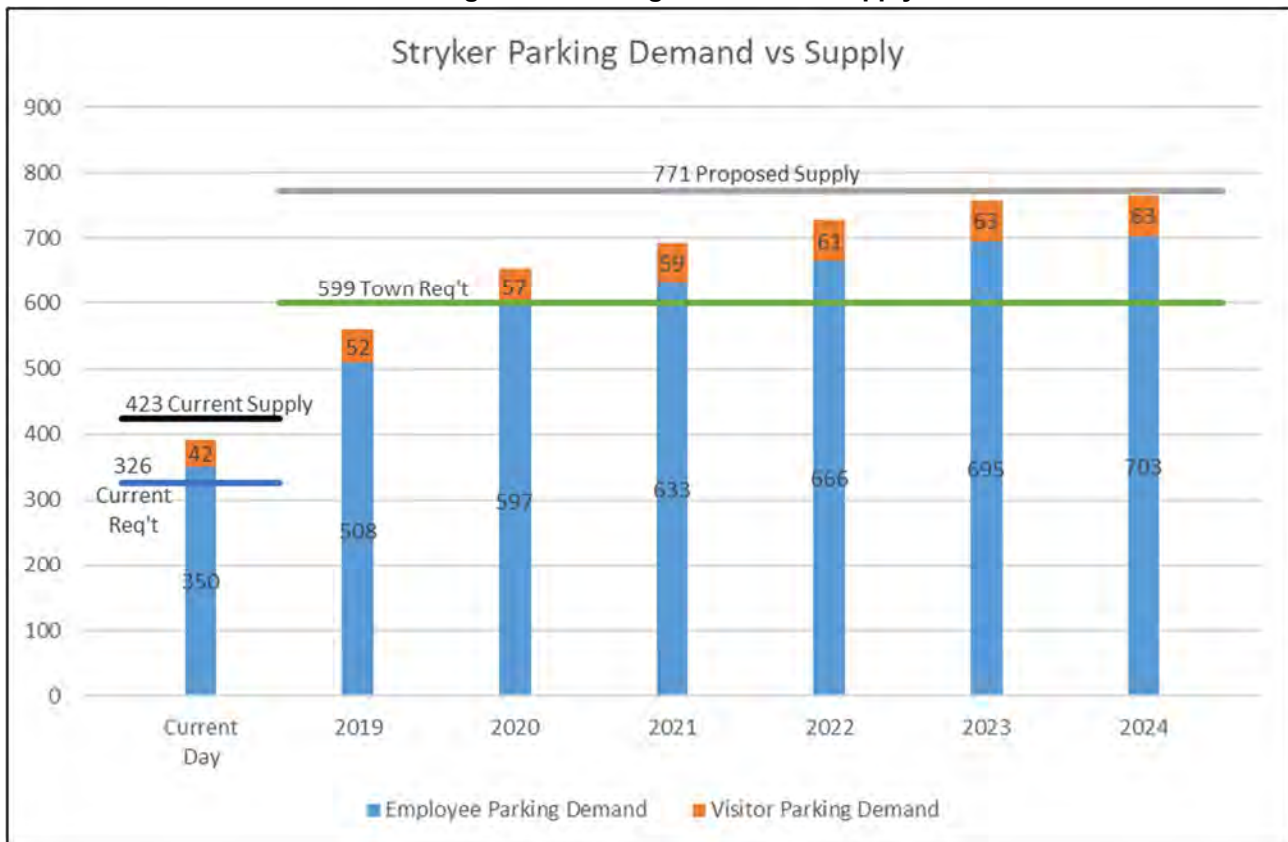
The new office space would allow the employee population to increase as shown in the attached Site Employee Growth Plan table provided by Stryker. The site would immediately add approximately 208 employees, for a total of 508 on site. By 2024, the population would grow by at least 403 employees over the current size, for a total of 703 employees on site. The number of visitors would probably increase in relation to the number of employees on the site, so the number of visitors would grow significantly as well. It is reasonable to assume that the employee demand for parking would match the existing observed behavior of one vehicle parked per employee.

### Proposed Parking Supply

To accommodate the new parking demand an additional 348 spaces are proposed to be constructed, with special drainage and screening components to offset the additional impervious area. After expansion the site would have 771 spaces.

**Figure 1** shows the current and future parking demand compared to the supply and the Town's requirements. By the 2020 expansion, the employee parking demand alone would exceed the Town's requirement. By 2024, the 771 available spaces would be completely filled by the 703 employees and the matching expanded visitor level.

**Figure 1. Parking Demand vs. Supply**





### Parking Demand By Use

The employee counts provided by Stryker allow a more detailed evaluation of the site demands, showing the employee-dense nature of the Stryker operation.

#### Manufacturing/Warehouse Component

By 2024, the company plans to have 152 warehouse employees (the Div. Returns/Repairs and Production/Logistics categories in the Stryker letter). With 172,800 SF of warehouse uses this would be 1 employee or parking space per 1,137 SF.

This parking demand is 175% of the Town's 1 space per 2,000 SF standard for warehousing only (**Table 3**). The town expects only 86 parking spaces for areas that the company plans to staff with 152 employees.

For the manufacturing and warehouse case (**Table 4**), this parking demand is 128% of the Town's combined 119-space requirement. The Town expects only 119 parking spaces for areas that the company plans to staff with 152 employees.

#### Office Component

By 2024, the company plans to have 551 non-warehouse office employees in the 153,850 SF total office area. This would be 1 employee or parking space per 279 SF. This parking demand is 108% of the Town's 1 space per 300 SF standard. The Town expects only 513 spaces for areas that the company plans to staff with 551 employees, plus the notable visitor traffic level.

### Parking Demand Comparison to National Research

The recently-released 5<sup>th</sup> Edition of ITE's *Parking Generation Manual* contains observed parking demand data for various land uses. Although the site observations and analysis are a more precise measure of the Stryker facility's parking usage, these references are included for comparison purposes.

The Warehousing land use code (150) shows an observed average demand of 0.39 per 1000 SF. A similar use of General Light Industrial (110) has an average demand of 0.65 per 1,000 SF. Manufacturing (140) has an average demand of 0.92 per 1,000 SF. This national data shows that the Town's standard of 1 space per 2,000 sf is appropriate for the typical warehouse application, and it is close to the Town's industrial standard of 1 space per 750 SF. As noted above, the Stryker site has non-office employment much in excess of a typical manufacturing/warehouse type.

The General Office Building use (710) shows a national average demand of 2.39 spaces per 1,000 SF. The 85<sup>th</sup>-percentile value, often used for design, is 3.30. This 85<sup>th</sup>-percentile number is very close to the Town's basic office requirement. However, the Stryker site's observed demands and future employee count both significantly exceed this rate. The ITE rate for parking spaces per employee is 0.84 on average, but 1.05 for the 85<sup>th</sup>-percentile. This rate of 1.05 spaces per employee is a better match for the Stryker site, but still falls short of accounting for the heavy visitor activity.

A more intense office-type use in the ITE manual is Medical Office Building (720), which includes denser employee numbers and a substantial amount of visitor traffic. It records average and 85<sup>th</sup>-percentil parking demands of 3.23 and 4.59 per 1,000 SF, or 1.26 and 2.0 per employee. While Stryker is not a

traditional medical office building, is it also not a typical office, and the ITE data shows how different types of office uses can have higher parking demands. The Town's requirement of 1 space per 250 SF of medical office is between the average and 85<sup>th</sup>-percentile observed demands.

### Alternate Classification Scenarios

The Stryker facility is dynamically growing, and the parking on the site should be allowed to match the need based on the employee and visitor numbers. However, for approval purposes, the following scenarios offer different applications of the Town's parking requirement to more closely match the proposed supply, reducing the site's percentage in excess of the requirement.

#### Interpretation as Medical Office

To show that the proposed Stryker expansion is within appropriate limits, the office portions of the site could alternately be classified as medical office, reflecting the heavier employee density and visitor usage. At 1 space per 250 SF, the Town parking requirement would be 615 spaces for the office and 119 for the manufacturing/warehouse, for a total requirement of 734 spaces. Calculated this way, the proposed parking supply of 771 spaces would be only 5.0% above the Town requirement.

**Table 5. Town Parking Requirement Proposed Site as Medical Office and Manufacturing/Warehouse**

| Category          | Size       | Rate           | Req'd Parking |
|-------------------|------------|----------------|---------------|
| Medical Office    | 153,850 SF | 1 per 250 SF   | 615           |
| Manufacturing/Ind | 40,000 SF  | 1 per 750 SF   | 53            |
| Warehouse         | 132,800 SF | 1 per 2,000 SF | 66            |
| <b>Total:</b>     |            |                | <b>734</b>    |

#### Interpretation as Industrial

The warehouse portions of the site could alternately be classified as industrial, reflecting its mix of manufacturing and warehouse uses. At 1 space per 750 SF, the Town parking requirement would be 230 spaces for the warehouse/industrial, plus 513 for the office at the usual 1 space per 300 standard, resulting in a total requirement of 688 spaces. Calculated this way, the proposed parking supply of 771 spaces would be only 3.8% above the Town requirement.

**Table 6. Town Parking Requirement Proposed Site as All Industrial**

| Category      | Size       | Rate         | Req'd Parking |
|---------------|------------|--------------|---------------|
| Office        | 153,850 SF | 1 per 300 SF | 513           |
| Industrial    | 172,800 SF | 1 per 750 SF | 230           |
| <b>Total:</b> |            |              | <b>743</b>    |



#### Interpretation as Medical Office and Industrial

Combining the classification options of medical office and industrial would result in a requirement of 845 spaces. The proposed parking supply of 771 spaces would be only 91.2% of the Town requirement.

**Table 7. Town Parking Requirement Proposed Site as  
Medical Office and Industrial**

| Category       | Size       | Rate         | Req'd Parking |
|----------------|------------|--------------|---------------|
| Medical Office | 153,850 SF | 1 per 250 SF | 615           |
| Industrial     | 172,800 SF | 1 per 750 SF | 230           |
| <b>Total:</b>  |            |              | <b>845</b>    |

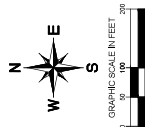
#### **Conclusion**

It is clear that the Stryker facility has unique operating characteristics that need a customized approach to its parking supply. It has employee density and visitor activity levels in excess of what the Town expects for typical office areas, and in excess of national parking demand observations. The present operation has well over the normal requirement of parking spaces, and effectively uses them all on a regular basis.

The increase in office space will mean a significant increase of jobs on the site, plus assumed increases in visitor activity. **The proposed parking supply addition is a functional requirement based on a reasonable expansion of today's observed parking demand.** Stryker would not be spending money and land on spaces that would not be used. The year-by-year employee and visitor count shown in **Figure 1** illustrates how the site will use all of its proposed parking as Stryker moves more professional jobs to Flower Mound. The impact of the additional parking spaces will be mitigated with enhanced screening and drainage components within their design.

**END**

Attachments: Aerial Photo of Parking Demand – March 1, 2019  
Dallas Site Employee Growth Plan – Letter from Stryker Operations Manager  
ITE *Parking Generation Manual*, 5<sup>th</sup> Edition Excerpts



PARKING EXHIBIT  
3/1/2019

SEWER LINE EXHIBIT  
STRYKER PARKING ADDITION  
February 2019

**Kimley»Horn**

13455 Neal Road  
The Galleria Office Tower, Suite 700  
Houston, Texas 77057  
972-770-1300  
State of Texas Registration No. F-423

NOT TO SCALE  
© 2019 KIMLEY-HORN, INC.



To whom it may concern:

The Stryker facility in Flower Mound is continuing to present itself as a location for potential growth. We are currently undergoing what will be rapid growth – with three external teams relocating to the Flower Mound facility by the end of 2019. This expansion will increase our in-house occupancy by an estimated 250 employees over the next five years. Additionally, there is an appetite from our divisional partner, in San Jose, CA to relocate professional roles to the Flower Mound facility. This potential growth is shown below.

With the anticipated number of occupants expected over the next five years, and beyond, our constraints will be tied to available parking spaces.

Please see the table below as an estimated growth rate for the site and notice that additional parking will be necessary to allow Stryker the opportunity to continue growth in here in Flower Mound.

| Stryker - Dallas Site Capacity  |      |      |      |      |      |      |
|---------------------------------|------|------|------|------|------|------|
|                                 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| <b>Comm Div Cubes</b>           | 184  | 185  | 188  | 192  | 194  | 197  |
| <b>Comm Div Offices</b>         | 18   | 18   | 19   | 19   | 19   | 19   |
| <b>Div Returns/Repairs</b>      | 9    | 9    | 9    | 10   | 10   | 10   |
| <b>GQO Cubes</b>                | 61   | 62   | 63   | 65   | 66   | 67   |
| <b>GQO Offices</b>              | 8    | 8    | 8    | 8    | 9    | 9    |
| <b>Production/Logistics</b>     | 129  | 132  | 134  | 137  | 140  | 142  |
| <b>Finance One</b>              | 25   | 40   | 55   | 70   | 82   | 82   |
| <b>Boost</b>                    | 50   | 106  | 106  | 106  | 106  | 106  |
| <b>IS</b>                       | 15   | 25   | 35   | 45   | 55   | 55   |
| <b>Corporate Finance</b>        | 6    | 9    | 12   | 12   | 12   | 12   |
| <b>Endo Finance</b>             | 2    | 2    | 2    | 2    | 2    | 2    |
| <b>Sports Med</b>               | 1    | 1    | 1    | 1    | 1    | 1    |
| <b>Total Parking Needed</b>     | 508  | 597  | 633  | 666  | 695  | 703  |
| <b>Open Parking</b>             | 242  | 153  | 117  | 84   | 55   | 47   |
| <b>Total Growth % Potential</b> | 48%  | 26%  | 18%  | 13%  | 8%   | 7%   |
| <b>Comm available growth %</b>  | 26%  | 28%  | 27%  | 26%  | 26%  | NA   |

Thank you for your consideration.

Ben Leesley

Manager, Operations

Stryker Communications

## Land Use: 150 Warehousing

### Description

A warehouse is primarily devoted to the storage of materials, but it may also include office and maintenance areas.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at 11 general urban/suburban study sites.

| Hour Beginning  | Percent of Weekday Peak Parking Demand |
|-----------------|----------------------------------------|
| 12:00–4:00 a.m. | 1                                      |
| 5:00 a.m.       | 3                                      |
| 6:00 a.m.       | 8                                      |
| 7:00 a.m.       | 27                                     |
| 8:00 a.m.       | 57                                     |
| 9:00 a.m.       | 79                                     |
| 10:00 a.m.      | 83                                     |
| 11:00 a.m.      | 87                                     |
| 12:00 p.m.      | 91                                     |
| 1:00 p.m.       | 91                                     |
| 2:00 p.m.       | 97                                     |
| 3:00 p.m.       | 100                                    |
| 4:00 p.m.       | 91                                     |
| 5:00 p.m.       | 74                                     |
| 6:00 p.m.       | 47                                     |
| 7:00 p.m.       | 26                                     |
| 8:00 p.m.       | 20                                     |
| 9:00 p.m.       | 17                                     |
| 10:00 p.m.      | 1                                      |
| 11:00 p.m.      | 1                                      |

### Additional Data

For eight of the study sites, data were also collected for trucks parked at the site. The average truck parking demand ratio was 0.11 trucks per 1,000 sq. ft. GFA with a range between 0.04 and 0.25 trucks per 1,000 sq. ft. GFA.

The average parking supply ratio for the study sites with parking supply information is 0.6 spaces per 1,000 square feet GFA (15 sites) and 1.1 spaces per employee (12 sites).



The sites were surveyed in the 1990s, the 2000s, and the 2010s in Minnesota, New Jersey, New York, Oregon, Texas, and Washington.

**Source Numbers**

22, 122, 275, 433, 528, 556, 558, 561, 562

## Warehousing (150)

**Peak Period Parking Demand vs: 1000 Sq. Ft. GFA**

**On a: Weekday (Monday - Friday)**

**Setting/Location: General Urban/Suburban**

Peak Period of Parking Demand: 11:00 a.m. - 4:00 p.m.

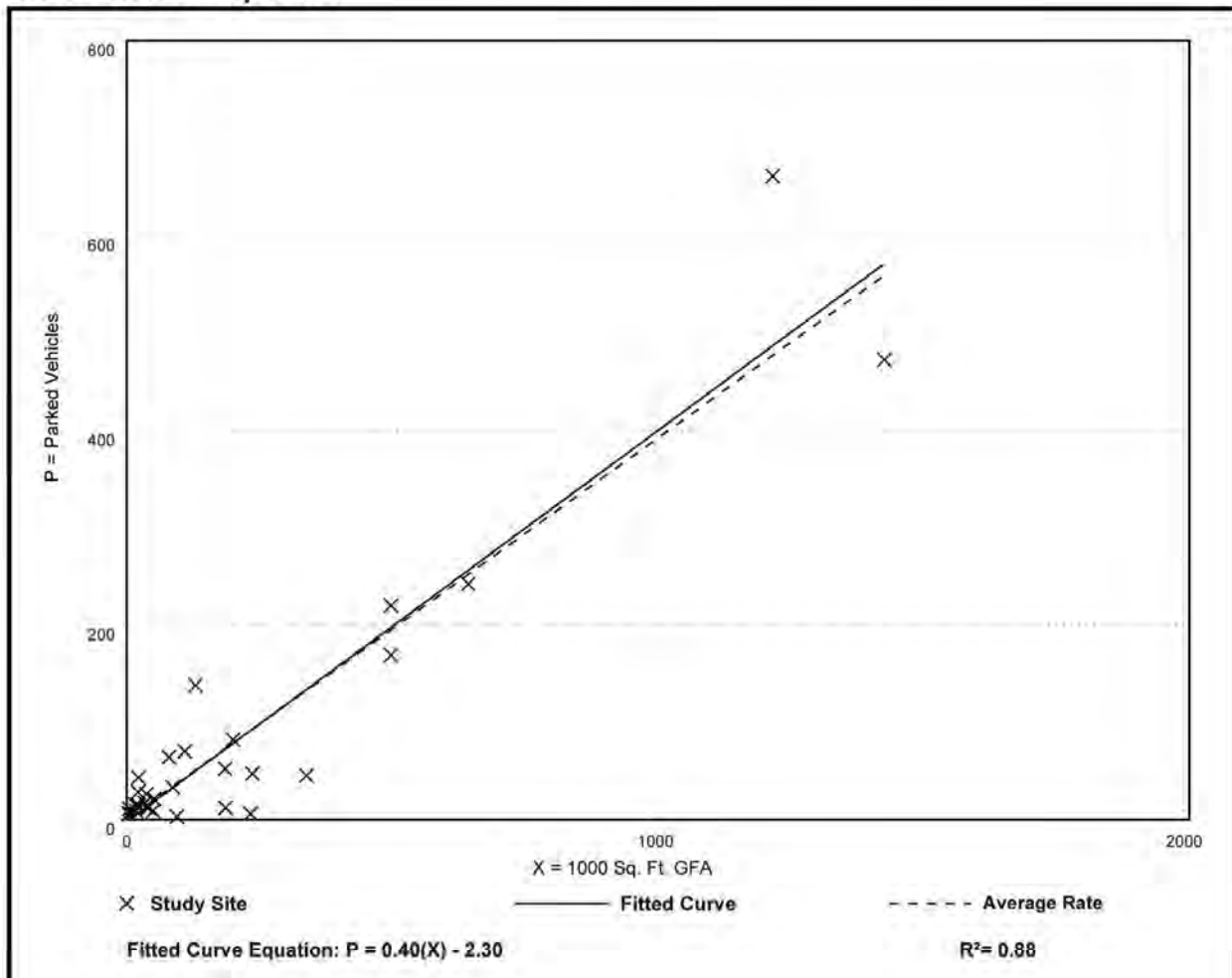
Number of Studies: 31

Avg. 1000 Sq. Ft. GFA: 212

### Peak Period Parking Demand per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 0.39         | 0.03 - 1.96    | 0.34 / 1.11            | 0.31 - 0.47             | 0.22 ( 56% )                             |

### Data Plot and Equation





## Warehousing (150)

### Peak Period Parking Demand vs: Employees

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 4:00 p.m.

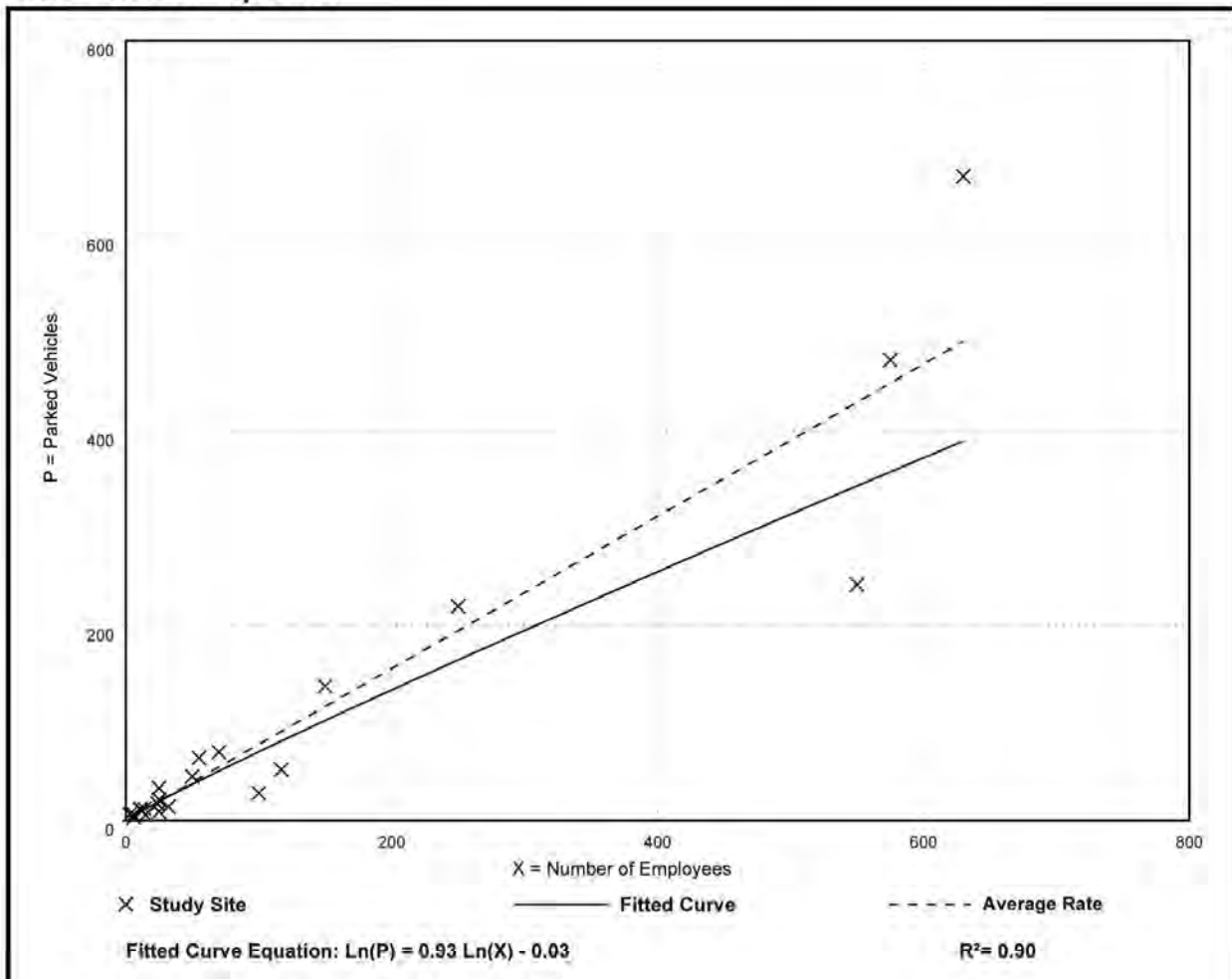
Number of Studies: 22

Avg. Num. of Employees: 125

### Peak Period Parking Demand per Employee

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 0.78         | 0.28 - 2.00    | 0.62 / 1.13            | 0.67 - 0.89             | 0.27 ( 35% )                             |

### Data Plot and Equation



## Land Use: 110 General Light Industrial

### Description

A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. Industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at 29 general urban/suburban study sites.

| Hour Beginning  | Percent of Weekday Peak Parking Demand |
|-----------------|----------------------------------------|
| 12:00–4:00 a.m. | 0                                      |
| 5:00 a.m.       | 2                                      |
| 6:00 a.m.       | 15                                     |
| 7:00 a.m.       | 41                                     |
| 8:00 a.m.       | 83                                     |
| 9:00 a.m.       | 100                                    |
| 10:00 a.m.      | 99                                     |
| 11:00 a.m.      | 98                                     |
| 12:00 p.m.      | 94                                     |
| 1:00 p.m.       | 90                                     |
| 2:00 p.m.       | 94                                     |
| 3:00 p.m.       | 88                                     |
| 4:00 p.m.       | 68                                     |
| 5:00 p.m.       | 49                                     |
| 6:00 p.m.       | 9                                      |
| 7:00 p.m.       | 3                                      |
| 8:00 p.m.       | 3                                      |
| 9:00 p.m.       | 3                                      |
| 10:00 p.m.      | 0                                      |
| 11:00 p.m.      | 0                                      |



**Additional Data**

The number of employees for this land use was the total number of employees working on all shifts. Facilities with employees that work on shifts may peak at different hours. It is unclear from the data collected for this land use whether the parking demand counts occurred during, prior to, or after shift changes at the study sites.

The average parking supply ratio for the nine study sites with parking supply information is 1.2 spaces per 1,000 square feet GFA.

The sites were surveyed in the 1980s, the 1990s, and the 2010s in California, Illinois, Oklahoma, Texas, and Washington.

**Source Numbers**

149, 151, 201, 235, 261, 560, 561

## General Light Industrial (110)

**Peak Period Parking Demand vs: 1000 Sq. Ft. GFA**

**On a: Weekday (Monday - Friday)**

**Setting/Location: General Urban/Suburban**

Peak Period of Parking Demand: 9:00 a.m. - 3:00 p.m.

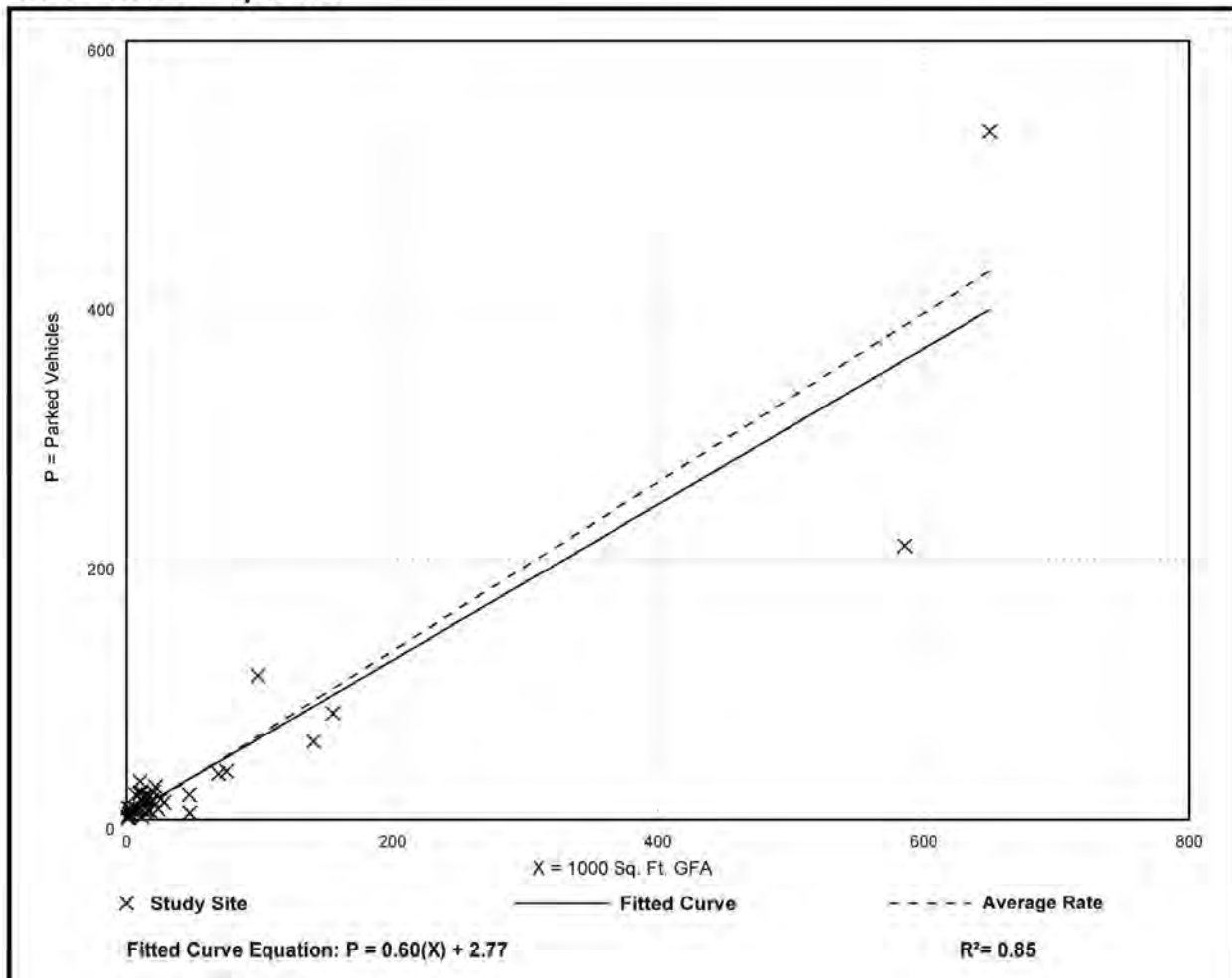
Number of Studies: 40

Avg. 1000 Sq. Ft. GFA: 56

### Peak Period Parking Demand per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 0.65         | 0.11 - 7.89    | 0.58 / 1.94            | 0.52 - 0.78             | 0.41 ( 63% )                             |

### Data Plot and Equation





# General Light Industrial (110)

## Peak Period Parking Demand vs: Employees

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 9:00 a.m. - 3:00 p.m.

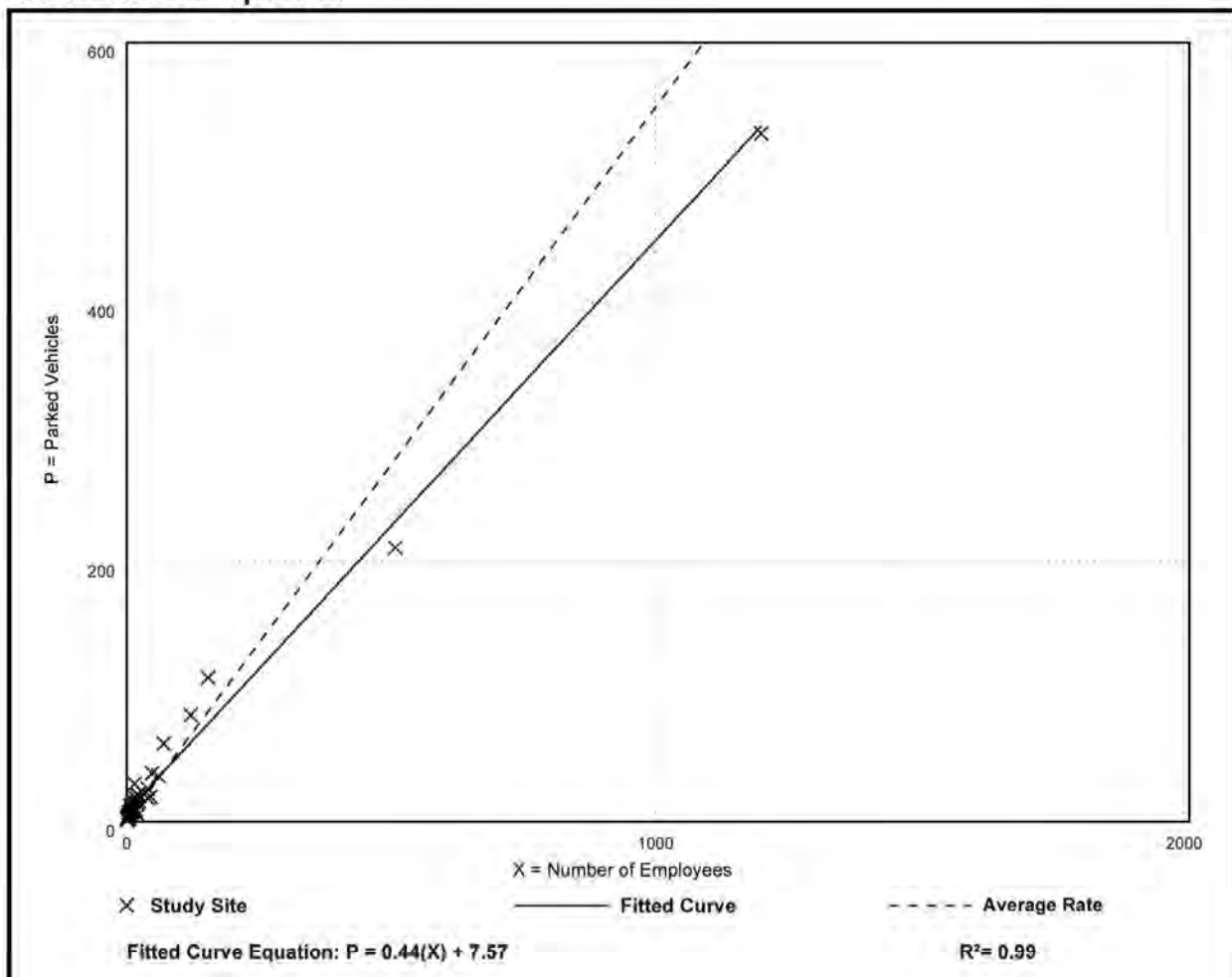
Number of Studies: 38

Avg. Num. of Employees: 68

## Peak Period Parking Demand per Employee

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 0.55         | 0.23 - 3.00    | 0.68 / 1.39            | 0.48 - 0.62             | 0.23 ( 42% )                             |

## Data Plot and Equation



## Land Use: 140 Manufacturing

### Description

A manufacturing facility is an area where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, manufacturing facilities generally also have office, warehouse, research, and associated functions. General light industrial (Land Use 110) and industrial park (Land Use 130) are related uses.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at 16 general urban/suburban study sites.

| Hour Beginning  | Percent of Weekday Peak Parking Demand |
|-----------------|----------------------------------------|
| 12:00–4:00 a.m. | 5                                      |
| 5:00 a.m.       | 5                                      |
| 6:00 a.m.       | 15                                     |
| 7:00 a.m.       | 55                                     |
| 8:00 a.m.       | 76                                     |
| 9:00 a.m.       | 82                                     |
| 10:00 a.m.      | 84                                     |
| 11:00 a.m.      | 85                                     |
| 12:00 p.m.      | 90                                     |
| 1:00 p.m.       | 99                                     |
| 2:00 p.m.       | 100                                    |
| 3:00 p.m.       | 95                                     |
| 4:00 p.m.       | 58                                     |
| 5:00 p.m.       | 36                                     |
| 6:00 p.m.       | 15                                     |
| 7:00 p.m.       | 12                                     |
| 8:00 p.m.       | 11                                     |
| 9:00 p.m.       | 9                                      |
| 10:00 p.m.      | 9                                      |
| 11:00 p.m.      | 8                                      |



**Additional Data**

The average parking supply ratio for the three study sites with parking supply information is 1.4 spaces per 1,000 square feet GFA and 1.4 spaces per employee.

The sites were surveyed in the 1990s and the 2010s in Texas and Washington.

**Source Numbers**

122, 561

## Manufacturing (140)

**Peak Period Parking Demand vs: 1000 Sq. Ft. GFA**

**On a: Weekday (Monday - Friday)**

**Setting/Location: General Urban/Suburban**

Peak Period of Parking Demand: 10:00 a.m. - 3:00 p.m.

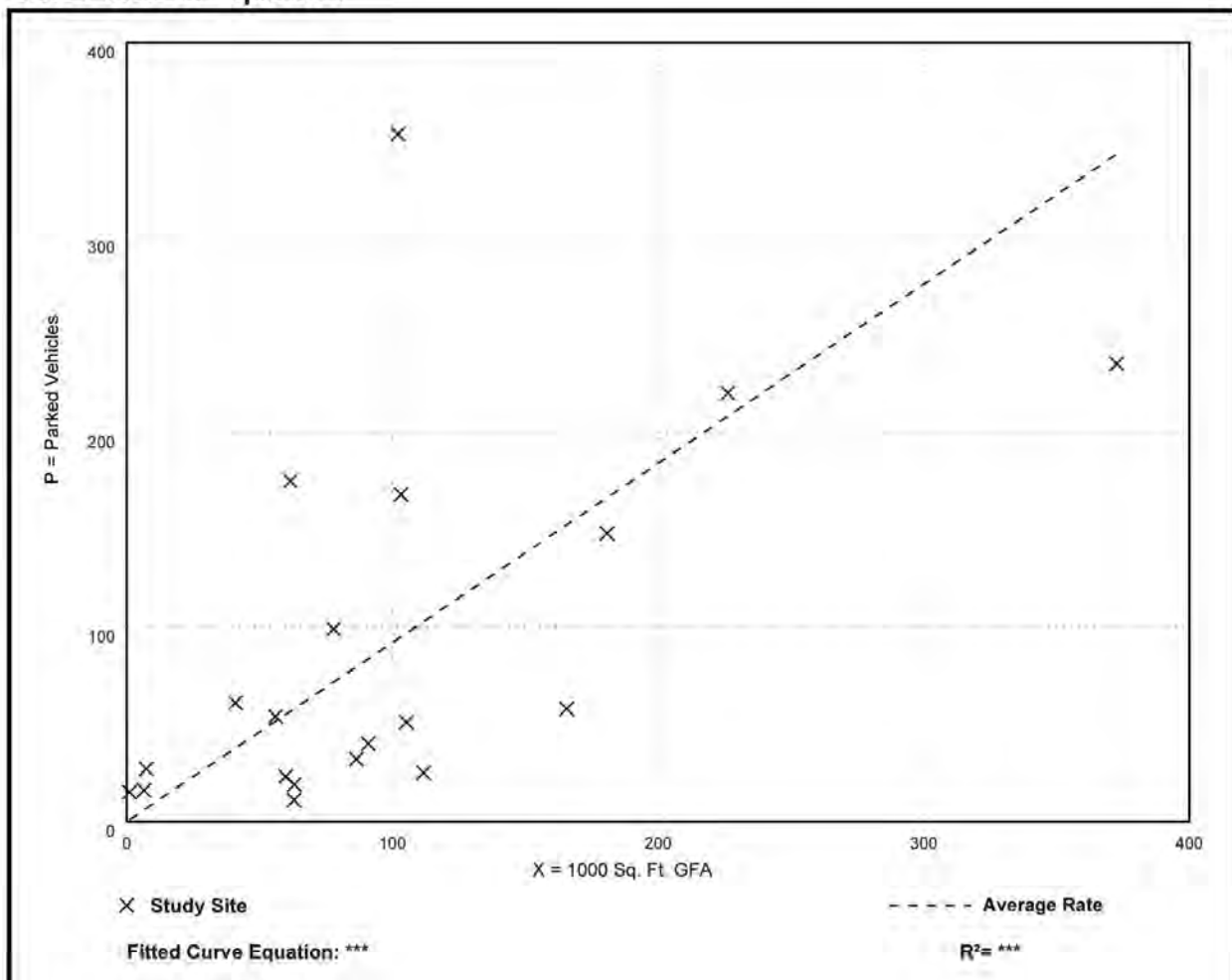
Number of Studies: 20

Avg. 1000 Sq. Ft. GFA: 99

### Peak Period Parking Demand per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 0.92         | 0.17 - 13.75   | 0.44 / 3.36            | 0.53 - 1.31             | 0.89 ( 97% )                             |

### Data Plot and Equation





## Manufacturing (140)

### Peak Period Parking Demand vs: Employees

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 10:00 a.m. - 3:00 p.m.

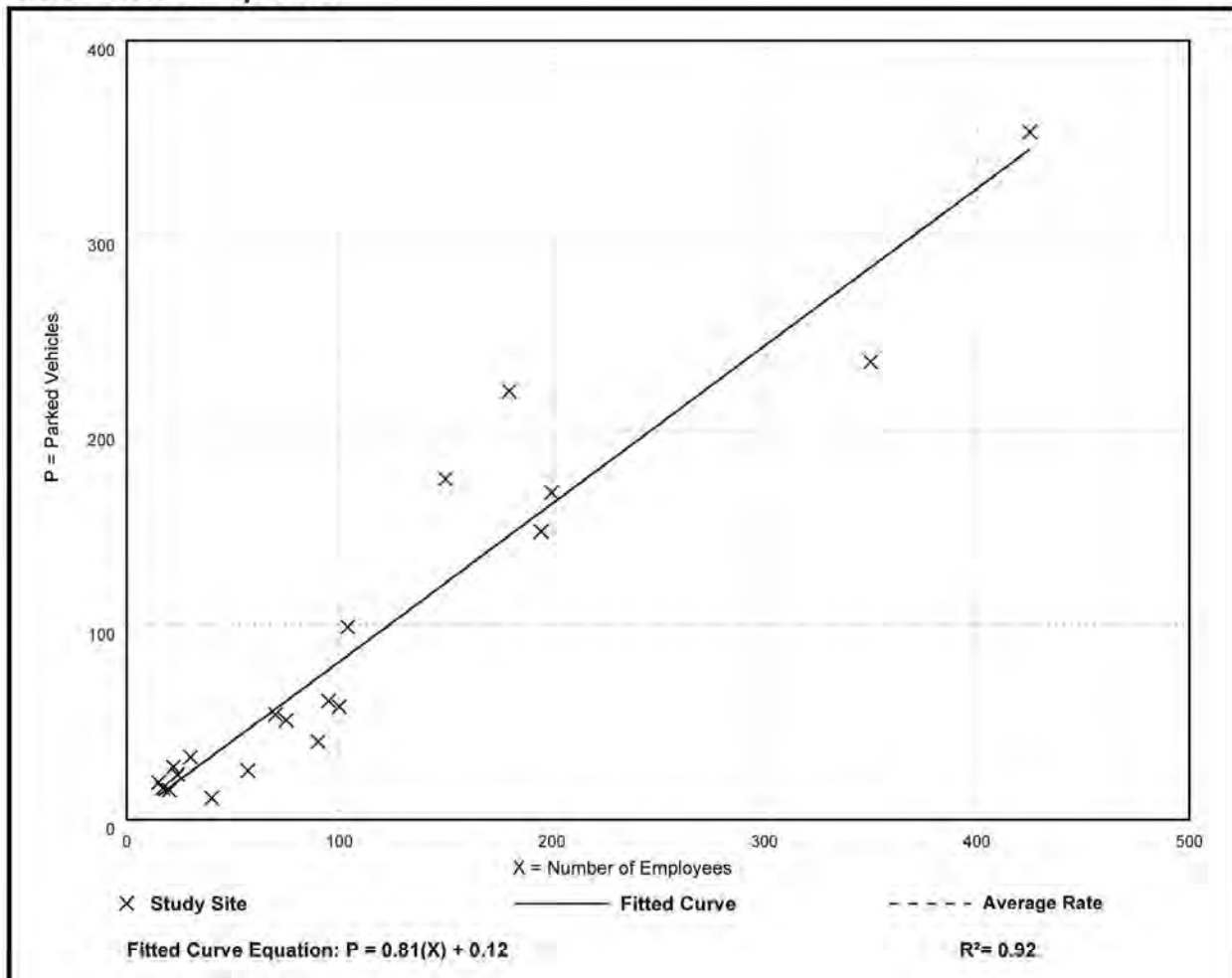
Number of Studies: 20

Avg. Num. of Employees: 113

### Peak Period Parking Demand per Employee

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 0.81         | 0.28 - 1.27    | 0.68 / 1.21            | 0.71 - 0.91             | 0.23 ( 28% )                             |

### Data Plot and Equation



## **Land Use: 710 General Office Building**

### **Description**

A general office building houses multiple tenants. It is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building or buildings may contain a mixture of tenants including professional services, insurance companies, investment brokers, and tenant services, such as a bank or savings and loan institution, a restaurant, or cafeteria and service retail facilities. A general office building with a gross floor area of 5,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), and research and development center (Land Use 760) are additional related uses.

If information is known about individual buildings, it is suggested that the general office building category be used rather than office parks when estimating parking generation for one or more office buildings in a single development. The office park category is more general and should be used when a breakdown of individual or different uses is not known. If the general office building category is used and if additional buildings, such as banks, restaurants, or retail stores are included in the development, the development should be treated as a multiuse project. On the other hand, if the office park category is used, internal trips are already reflected in the data and do not need to be considered.

When the buildings are interrelated (defined by shared parking facilities or the ability to easily walk between buildings) or house one tenant, it is suggested that the total area or employment of all the buildings be used for calculating parking generation. When the individual buildings are isolated and not related to one another, it is suggested that parking generation be calculated for each building separately and then summed.

### **Time of Day Distribution for Parking Demand**

The following table presents a time-of-day distribution of parking demand on a weekday at 30 study sites in a general urban/suburban setting and two study sites in a dense multi-use urban setting.



| Hour Beginning  | Percent of Weekday Peak Parking Demand |                       |
|-----------------|----------------------------------------|-----------------------|
|                 | General Urban/Suburban                 | Dense Multi-Use Urban |
| 12:00–4:00 a.m. | –                                      | –                     |
| 5:00 a.m.       | –                                      | –                     |
| 6:00 a.m.       | –                                      | –                     |
| 7:00 a.m.       | 13                                     | 26                    |
| 8:00 a.m.       | 48                                     | 65                    |
| 9:00 a.m.       | 88                                     | 95                    |
| 10:00 a.m.      | 100                                    | 100                   |
| 11:00 a.m.      | 100                                    | 100                   |
| 12:00 p.m.      | 85                                     | 99                    |
| 1:00 p.m.       | 84                                     | 99                    |
| 2:00 p.m.       | 93                                     | 97                    |
| 3:00 p.m.       | 94                                     | 94                    |
| 4:00 p.m.       | 85                                     | 90                    |
| 5:00 p.m.       | 56                                     | –                     |
| 6:00 p.m.       | 20                                     | –                     |
| 7:00 p.m.       | 11                                     | –                     |
| 8:00 p.m.       | –                                      | –                     |
| 9:00 p.m.       | –                                      | –                     |
| 10:00 p.m.      | –                                      | –                     |
| 11:00 p.m.      | –                                      | –                     |

### Additional Data

The average parking supply ratios for the study sites with parking supply information are as follows:

- 2.9 spaces per 1,000 square feet GFA in a dense multi-use urban setting that is not within ½ mile of rail transit (seven sites)
- 3.3 spaces per 1,000 square feet GFA (73 sites) and 1.2 spaces per employee (20 sites) in a general urban/suburban setting that is not within ½ mile of rail transit
- 3.0 spaces per 1,000 square feet GFA (seven sites) and 0.8 spaces per employee (two sites) in a general urban/suburban setting that is within ½ mile of rail transit

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Colorado, Connecticut, Georgia, Illinois, Massachusetts, Minnesota, Montana, New Jersey, New York, Oklahoma, Oregon, Pennsylvania, Texas, Utah, and Washington.

### Source Numbers

21, 22, 47, 122, 124, 142, 172, 201, 202, 205, 211, 215, 216, 217, 227, 239, 241, 243, 276, 295, 399, 400, 425, 431, 433, 436, 438, 440, 516, 531, 540, 551, 555, 556, 557, 571, 572, 588

## General Office Building (710)

**Peak Period Parking Demand vs: 1000 Sq. Ft. GFA**

**On a: Weekday (Monday - Friday)**

**Setting/Location: General Urban/Suburban**

Peak Period of Parking Demand: 9:00 a.m. - 3:00 p.m.

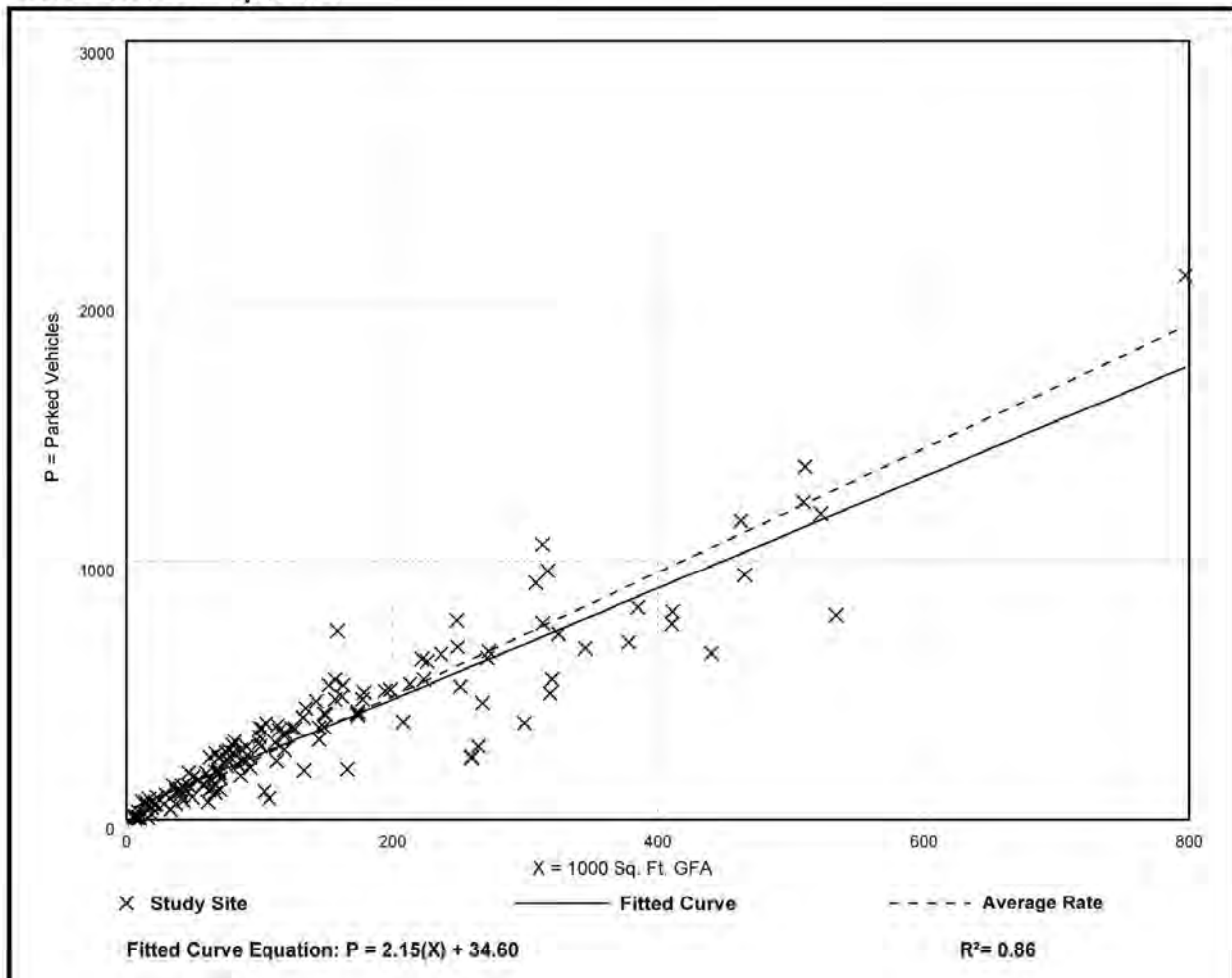
Number of Studies: 148

Avg. 1000 Sq. Ft. GFA: 145

### Peak Period Parking Demand per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 2.39         | 0.50 - 5.58    | 2.30 / 3.30            | 2.28 - 2.50             | 0.69 ( 29% )                             |

### Data Plot and Equation





## General Office Building (710)

**Peak Period Parking Demand vs: Employees**

**On a: Weekday (Monday - Friday)**

**Setting/Location: General Urban/Suburban**

Peak Period of Parking Demand: 9:00 a.m. - 3:00 p.m.

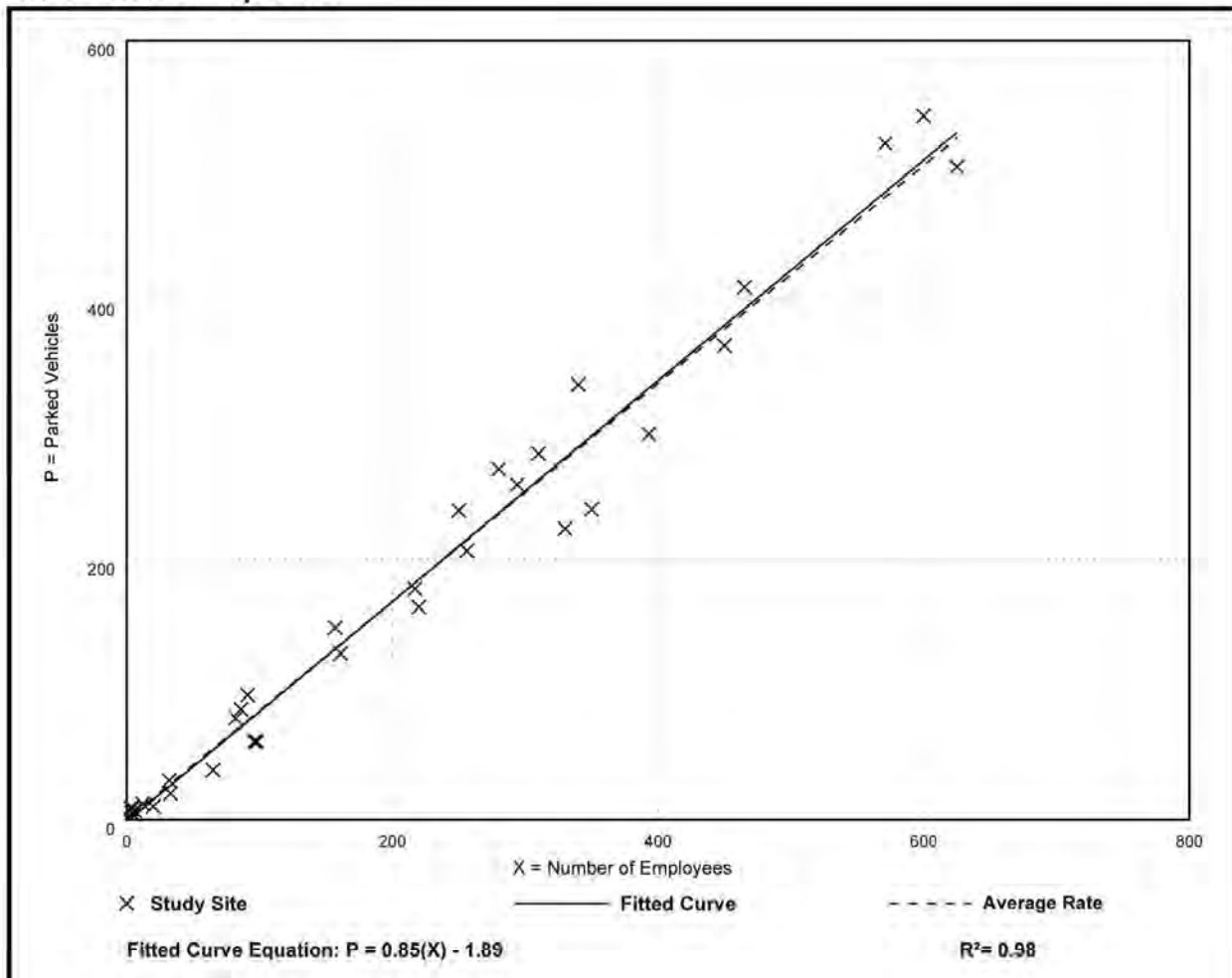
Number of Studies: 33

Avg. Num. of Employees: 209

### Peak Period Parking Demand per Employee

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 0.84         | 0.50 - 3.00    | 0.80 / 1.05            | 0.80 - 0.88             | 0.12 ( 14% )                             |

### Data Plot and Equation



## Land Use: 720 Medical-Dental Office Building

### Description

A medical-dental office building is a facility that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care. One or more private physicians or dentists generally operate this type of facility. General office building (Land Use 710), small office building (Land Use 712), and clinic (Land Use 630) are related uses.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at 27 study sites in a general urban/suburban setting and two study sites in a dense multi-use urban setting.

| Hour Beginning  | Percent of Weekday Peak Parking Demand |                       |
|-----------------|----------------------------------------|-----------------------|
|                 | General Urban/Suburban                 | Dense Multi-Use Urban |
| 12:00–4:00 a.m. | —                                      | —                     |
| 5:00 a.m.       | —                                      | —                     |
| 6:00 a.m.       | —                                      | —                     |
| 7:00 a.m.       | 12                                     | —                     |
| 8:00 a.m.       | 43                                     | 61                    |
| 9:00 a.m.       | 88                                     | 62                    |
| 10:00 a.m.      | 99                                     | 96                    |
| 11:00 a.m.      | 100                                    | 56                    |
| 12:00 p.m.      | 83                                     | 29                    |
| 1:00 p.m.       | 74                                     | 67                    |
| 2:00 p.m.       | 94                                     | 100                   |
| 3:00 p.m.       | 93                                     | 82                    |
| 4:00 p.m.       | 86                                     | 79                    |
| 5:00 p.m.       | 54                                     | 71                    |
| 6:00 p.m.       | —                                      | —                     |
| 7:00 p.m.       | —                                      | —                     |
| 8:00 p.m.       | —                                      | —                     |
| 9:00 p.m.       | —                                      | —                     |
| 10:00 p.m.      | —                                      | —                     |
| 11:00 p.m.      | —                                      | —                     |



**Additional Data**

Some of the study sites in the database are located within a hospital campus. The limited number of data points did not reveal a definitive difference in parking demand from stand-alone sites.

The average parking supply ratio for the 80 study sites with parking supply information is 4.3 spaces per 1,000 square feet GFA.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Connecticut, Florida, Georgia, Illinois, Indiana, Maryland, Massachusetts, Minnesota, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Texas, and Washington.

**Source Numbers**

36, 37, 84, 86, 120, 121, 153, 161, 173, 217, 218, 224, 239, 308, 309, 310, 315, 416, 428, 433, 527, 530, 531, 532, 553, 555, 563, 564

## Medical-Dental Office Building (720)

**Peak Period Parking Demand vs: 1000 Sq. Ft. GFA**

**On a: Weekday (Monday - Friday)**

**Setting/Location: General Urban/Suburban**

Peak Period of Parking Demand: 9:00 a.m. - 4:00 p.m.

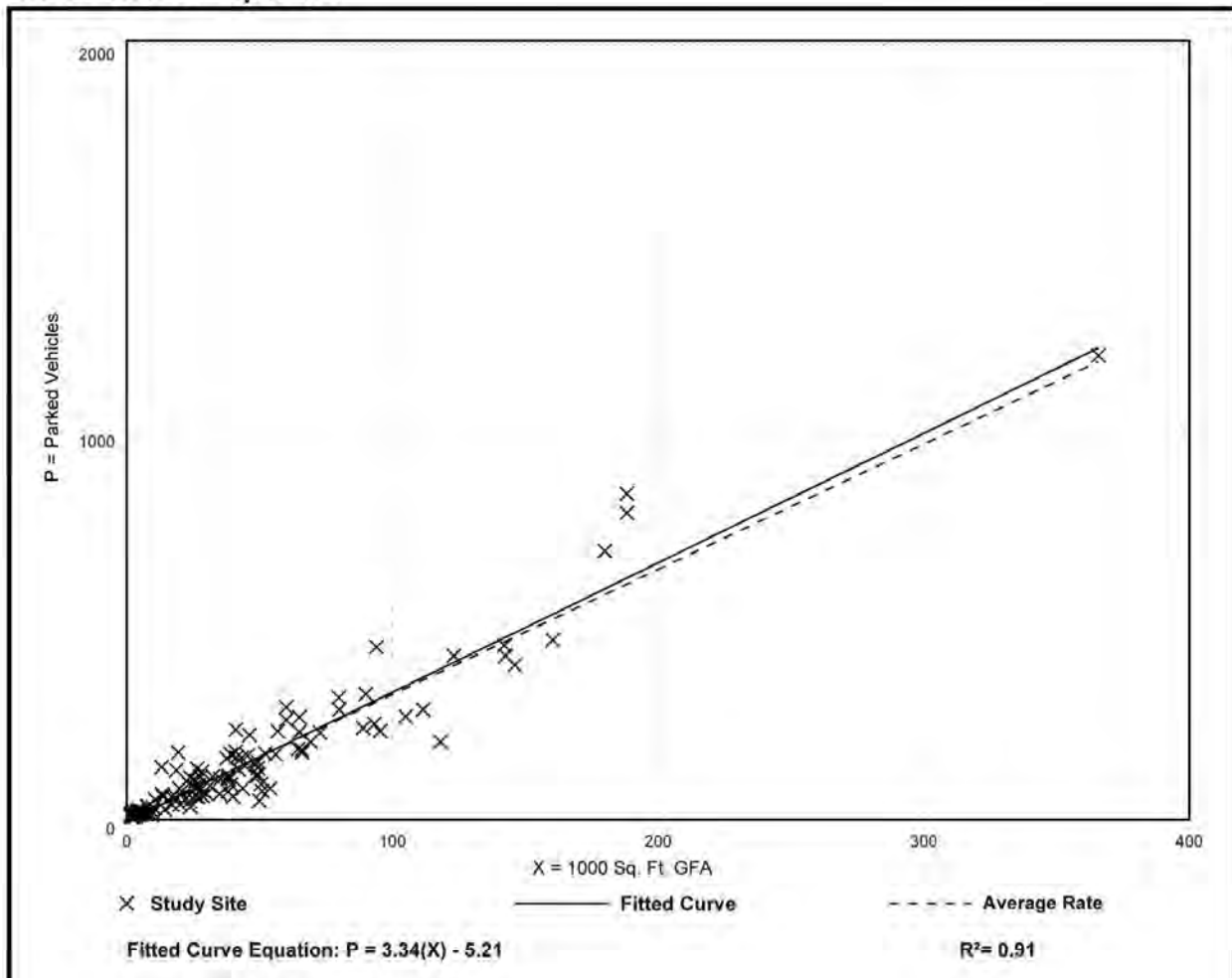
Number of Studies: 117

Avg. 1000 Sq. Ft. GFA: 46

### Peak Period Parking Demand per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 3.23         | 0.96 - 10.27   | 2.73 / 4.59            | 3.04 - 3.42             | 1.05 ( 33% )                             |

### Data Plot and Equation





## Medical-Dental Office Building (720)

**Peak Period Parking Demand vs: Employees**

**On a: Weekday (Monday - Friday)**

**Setting/Location: General Urban/Suburban**

Peak Period of Parking Demand: 9:00 a.m. - 4:00 p.m.

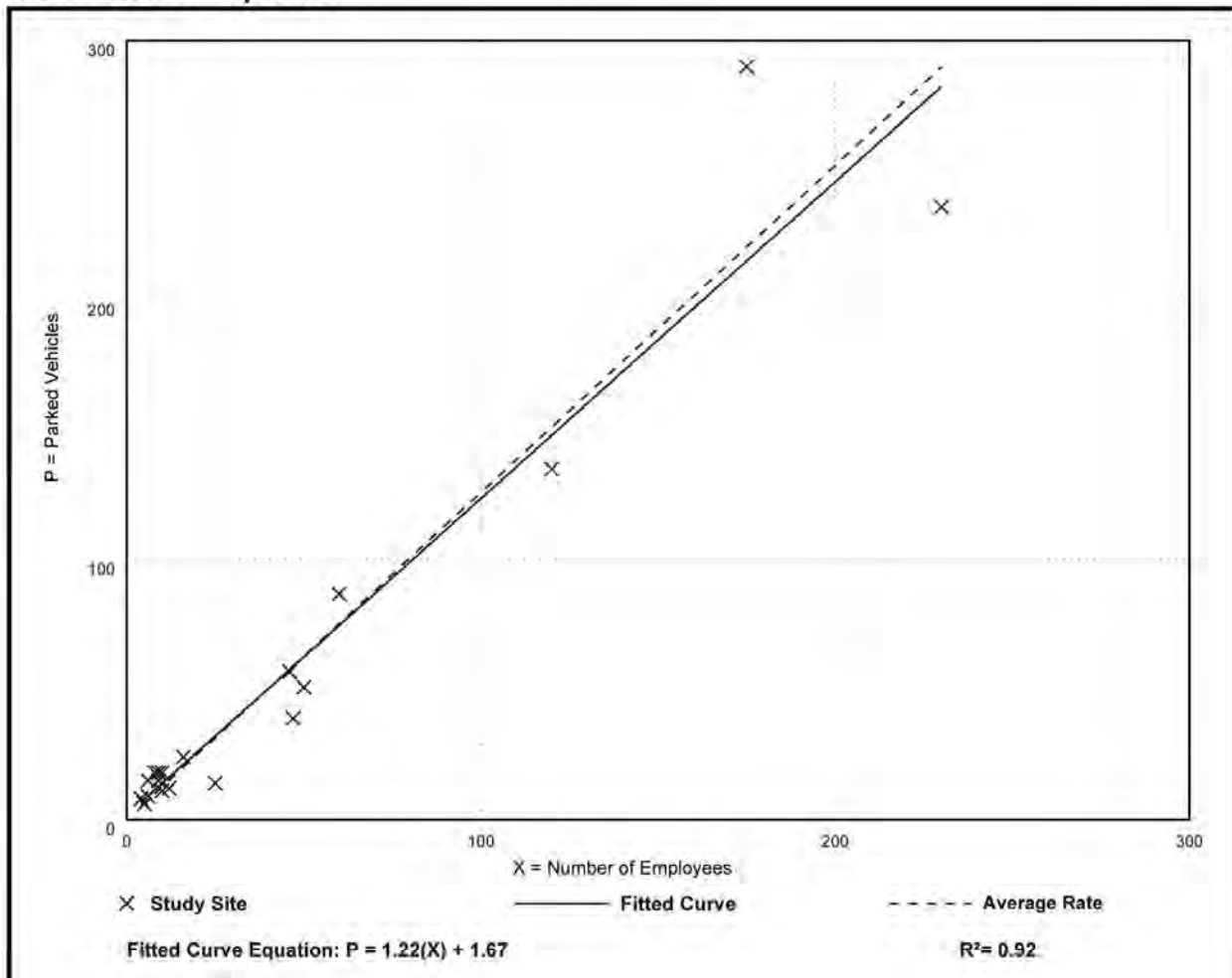
Number of Studies: 20

Avg. Num. of Employees: 43

### Peak Period Parking Demand per Employee

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|--------------|----------------|------------------------|-------------------------|------------------------------------------|
| 1.26         | 0.56 - 2.50    | 1.12 / 2.00            | 1.11 - 1.41             | 0.35 ( 28% )                             |

### Data Plot and Equation

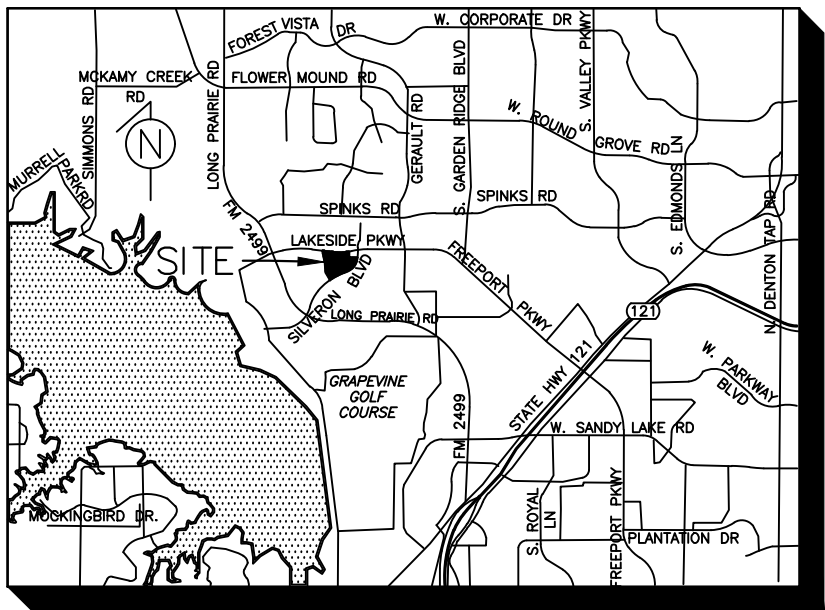
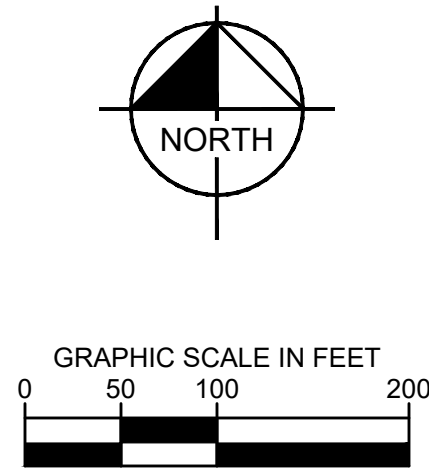


| SITE DATA TABLE                                               |                           |
|---------------------------------------------------------------|---------------------------|
| SITE AREA LOT 1 =                                             | 1,603,400 S.F./36,809 AC. |
| SITE AREA LOT 2 =                                             | 184,221 S.F./4.229 AC.    |
| BUILDING 1 AREA =                                             | 250,900 S.F.              |
| BUILDING 1 AREA MEZZANINE =                                   | 75,750 S.F.               |
| PROPOSED BUILDING 2 AREA =                                    | 128,950 S.F.              |
| TOTAL BUILDING AREA =                                         | 455,600 S.F.              |
| COVERAGE =                                                    | 23.29%                    |
| TOTAL PARKING REQUIRED W/OUT 20% REDUCTION =                  | 632 + 120 = 752           |
| TOTAL PARKING REQUIRED W/ 20% REDUCTION FOR BUILDING 2 ONLY = | 632 + 96 = 728            |
| TOTAL PARKING PROVIDED =                                      | 114 + 771 = 885           |

| BUILDING FEATURES                                            |  |
|--------------------------------------------------------------|--|
| BUILDING 1:                                                  |  |
| PAINT FINISH CONCRETE TILT WALL BUILDING WITH STONE FEATURES |  |
| PAINTED STEEL CANOPIES AT OFFICE ENTRIES                     |  |
| 50'x50' TYPICAL BAY                                          |  |
| {19} 10'x10' O.H. DOCK DOORS                                 |  |
| 32' CLEAR HEIGHT - TOTAL BUILDING HEIGHT 42'-6"              |  |
| E.S.F.R. FIRE PROTECTION SYSTEM                              |  |
| BUILDING 2:                                                  |  |
| PAINT FINISH CONCRETE TILT WALL BUILDING WITH STONE FEATURES |  |
| PAINTED STEEL CANOPIES AND TRELLIS AT OFFICE ENTRIES         |  |
| 50'x50' TYPICAL BAY, 60'x50' STAGING BAY                     |  |
| {32} 9'x10' O.H. DOCK DOORS                                  |  |
| 32' CLEAR HEIGHT - TOTAL BUILDING HEIGHT 40'                 |  |
| E.S.F.R. FIRE PROTECTION SYSTEM                              |  |

| PARKING TABULATIONS                                  |  |              |
|------------------------------------------------------|--|--------------|
| BUILDING 1:                                          |  |              |
| OFFICE = 78,100 S.F.                                 |  | 78,100 S.F.  |
| MEZZANINE (OFFICE) = 75,750 S.F.                     |  | 75,750 S.F.  |
| WAREHOUSE = 132,800 S.F.                             |  | 132,800 S.F. |
| MANUFACTURING, LIGHT = 40,000 S.F.                   |  | 40,000 S.F.  |
| OFFICE PARKING 1:300 (78,100/300) = 260              |  | 260 SPACES   |
| MEZZANINE (OFFICE) PARKING 1:300 (75,750/300) = 253  |  | 253 SPACES   |
| WAREHOUSE PARKING 1:2000 (132,800/2000) = 66         |  | 66 SPACES    |
| MANUFACTURING, LIGHT PARKING 1:750 (40,000/750) = 53 |  | 53 SPACES    |
| TOTAL PARKING REQUIRED                               |  | 632 SPACES   |
| TOTAL PARKING PROVIDED                               |  | 771 SPACES   |
| BUILDING 2:                                          |  |              |
| 128,950 S.F. X 15% OFFICE = 19,342 S.F.              |  | 19,342 S.F.  |
| 128,950 S.F. X 85% WAREHOUSE = 109,608 S.F.          |  | 109,608 S.F. |
| OFFICE PARKING 1:300 (19,342/300) = 64.5             |  | 65 SPACES    |
| WAREHOUSE PARKING 1:2000 (109,608/2000) = 54.8       |  | 55 SPACES    |
| TOTAL PARKING (NO REDUCTION)                         |  | 120 SPACES   |
| TOTAL PARKING REQUIRED (W/ 20% REDUCTION)            |  | 96 SPACES    |
| TOTAL PARKING PROVIDED                               |  | 114 SPACES   |

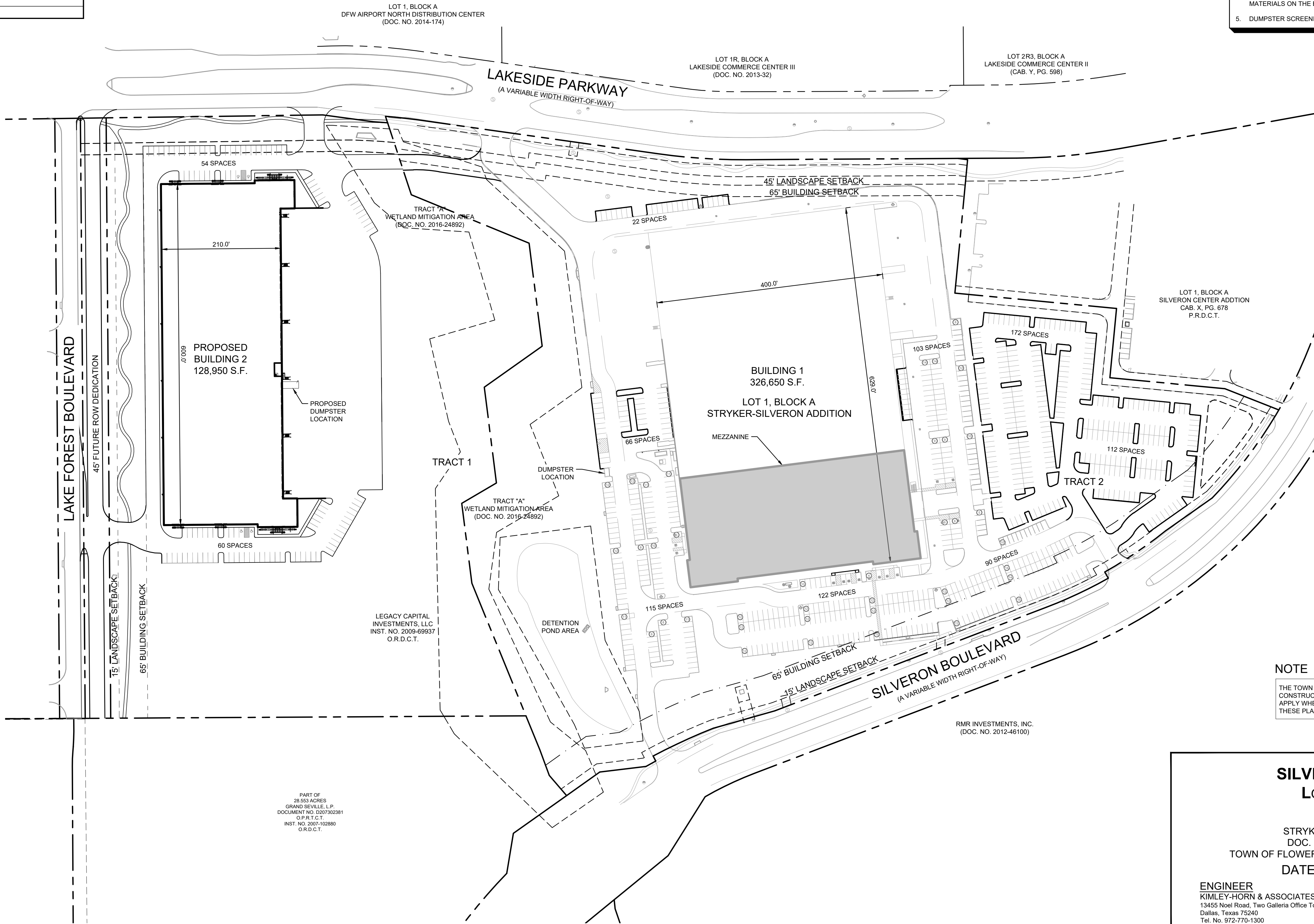
| MASTER PLAN FEATURE |                                          |
|---------------------|------------------------------------------|
| LAND USE PLAN       | LAKESIDE BUSINESS DISTRICT               |
| SPECIFIC PLAN       | CAMPUS INDUSTRIAL                        |
| URBAN DESIGN PLAN   | LAKESIDE BUSINESS DISTRICT               |
| PARKS AND TRAILS    | N/A                                      |
| OPEN SPACE PLAN     | N/A                                      |
| THROUGHFARE PLAN    | LAKESIDE PARKWAY (MAJOR ARTERIAL)        |
|                     | SILVERON BLVD. (URBAN MINOR ARTERIAL)    |
|                     | LAKE FOREST BLVD. (URBAN MINOR ARTERIAL) |
| WATER PLAN          | LAKESIDE BUSINESS DISTRICT               |
| WASTEWATER PLAN     | LAKESIDE BUSINESS DISTRICT               |
| ECONOMIC IMPACT     | N/A                                      |



VICINITY MAP  
N.T.S.

GENERAL NOTES

1. ALL RETAINING WALL/DETAINING WALL, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
2. ALL GROUND BASED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.



NOTE

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

|                                                    |                           |
|----------------------------------------------------|---------------------------|
| REVIEWED                                           |                           |
| TOWN OF FLOWER MOUND                               | Released for Construction |
| Date                                               |                           |
| Town of Flower Mound Engineering Services Division |                           |

SILVERON DC 1 & 2

LOT 1, BLOCK A

41.42 AC.

STRYKER-SILVERON ADDITION

DOC. NO. 2017-280 O.R.D.C.T.

TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

DATE: MARCH 07, 2019

ENGINEER  
KIMLEY-HORN & ASSOCIATES, INC.  
13455 Noel Road, Two Galleria Office Tower, Suite 700  
Dallas, Texas 75240  
Tel. No. 972-770-1300  
Contact: Sarah Beth White, P.E.

OWNER  
US II DALLAS LLC  
One Beacon Street, Suite 1700  
Boston, Massachusetts 02108  
Tel. No. 214-438-6203  
Contact: Christian S. Gournay

STRYKER PARKING  
ADDITION

TOWN OF FLOWER MOUND, DENTON COUNTY,  
TEXAS

CONCEPTUAL SITE PLAN

SHEET NUMBER  
1 OF 1

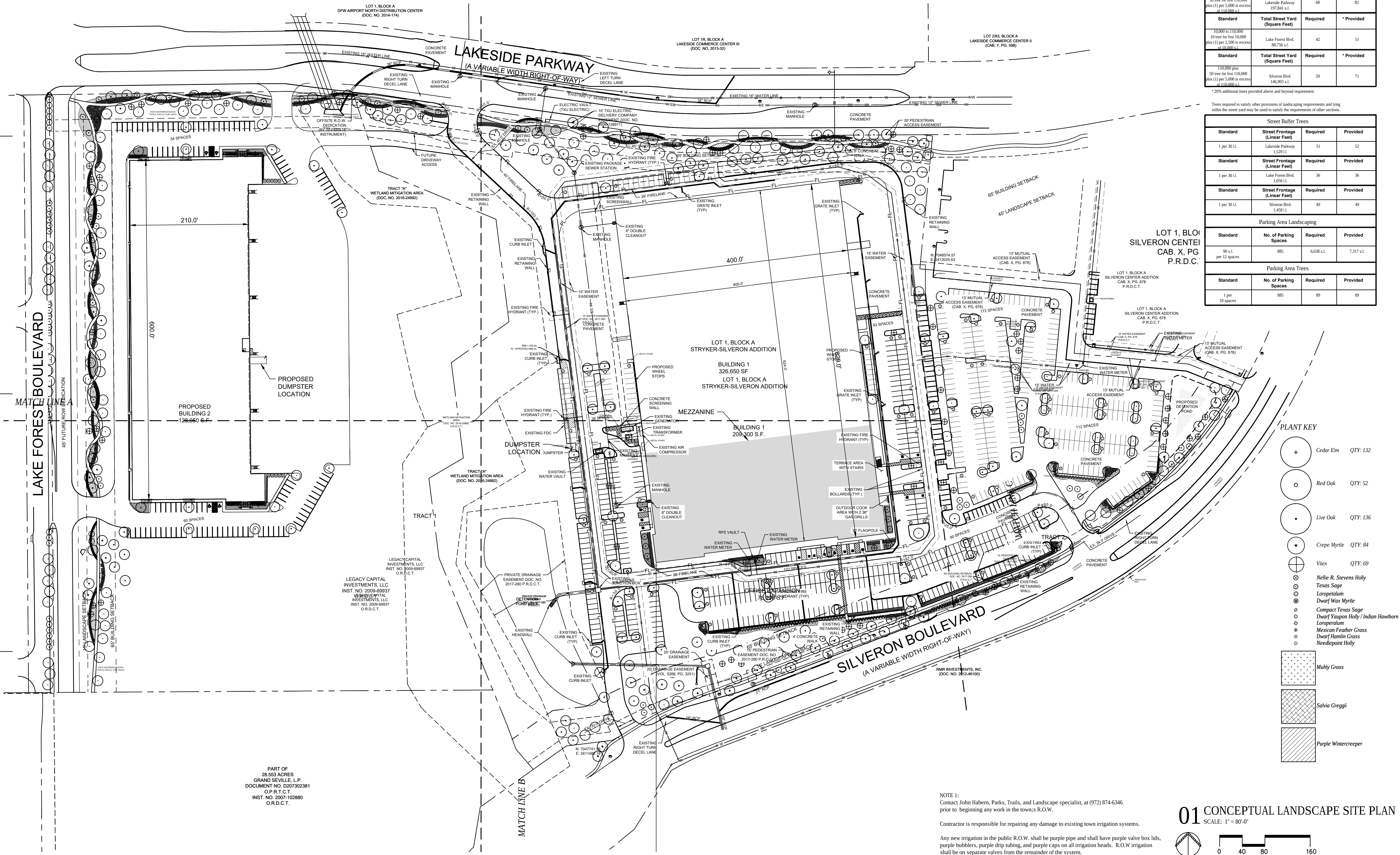
Kimley»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700  
DALLAS, TEXAS 75240  
PHONE: 972-770-1300 FAX: 972-69-3820  
TEXAS REGISTERED ENGINEERING FIRM F-528

FOR REVIEW ONLY  
Not for construction or permit purposes.  
Kimley»Horn  
Engineer: CAITLIN M. FLAHERTY, P.E.  
P.E. No. 127816 Date 6/5/19

|              |              |
|--------------|--------------|
| PROJECT No.  | 094540300    |
| DATE:        | June 5, 2019 |
| SCALE:       | AS SHOWN     |
| DESIGNED BY: | CMF          |
| DRAWN BY:    | MRS          |
| CHECKED BY:  | CMF          |





LOT 3: LANDSCAPE TABULATIONS

| Street Yard Landscaping                                                                |                                 |          |            |
|----------------------------------------------------------------------------------------|---------------------------------|----------|------------|
| Standard                                                                               | Total Street Yard (Square Feet) | Required | Provided   |
| Min. 20% of street yard                                                                | 366,880                         | 73,376   | 218,943    |
| Street Yard Trees                                                                      |                                 |          |            |
| Standard                                                                               | Total Street Yard (Square Feet) | Required | * Provided |
| 110,000 plus 50 tree for first 110,000 plus (1) per 5,000 in excess of 110,000 s.f.    | Lakeside Parkway 197,841 s.f.   | 68       | 82         |
| Standard                                                                               | Total Street Yard (Square Feet) | Required | * Provided |
| 10,000 to 110,000 10 tree for first 10,000 plus (1) per 2,500 in excess of 10,000 s.f. | Lake Forest Blvd. 98,756 s.f.   | 42       | 51         |
| Standard                                                                               | Total Street Yard (Square Feet) | Required | * Provided |
| 110,000 plus 50 tree for first 110,000 plus (1) per 5,000 in excess of 110,000 s.f.    | Silveron Blvd. 146,903 s.f.     | 59       | 71         |

\* 20% additional trees provided above and beyond requirement

Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.

| Street Buffer Trees |                               |          |          |
|---------------------|-------------------------------|----------|----------|
| Standard            | Street Frontage (Linear Feet) | Required | Provided |
| 1 per 30 L.F.       | Lakeside Parkway 1,520 L.F.   | 51       | 52       |
| Standard            | Street Frontage (Linear Feet) | Required | Provided |
| 1 per 30 L.F.       | Lake Forest Blvd. 1,055 L.F.  | 36       | 36       |
| Standard            | Street Frontage (Linear Feet) | Required | Provided |
| 1 per 30 L.F.       | Silveron Blvd. 1,458 L.F.     | 49       | 49       |

| Parking Area Landscaping |                       |            |            |
|--------------------------|-----------------------|------------|------------|
| Standard                 | No. of Parking Spaces | Required   | Provided   |
| 90 s.f. per 12 spaces    | 885                   | 6,638 s.f. | 7,317 s.f. |

| Parking Area Trees |                       |          |          |
|--------------------|-----------------------|----------|----------|
| Standard           | No. of Parking Spaces | Required | Provided |
| 1 per 10 spaces    | 885                   | 89       | 89       |

PLANT KEY

- + Cedar Elm QTY: 132
- o Red Oak QTY: 52
- Live Oak QTY: 136
- Crepe Myrtle QTY: 84
- Vitex QTY: 69
- Nellie R. Stevens Holly
- Texas Sage
- Loropetalum
- Dwarf Wax Myrtle
- Compact Texas Sage
- Dwarf Yaupon Holly / Indian Hawthorn
- Loropetalum
- Mexican Feather Grass
- Dwarf Hamlin Grass
- Needlepoint Holly
- Muhly Grass
- Salvia Greggii
- Purple Wintercreeper

NOTE 1:  
Contact John Habern, Parks, Trails, and Landscape specialist, at (972) 874-6346 prior to beginning any work in the town's R.O.W.

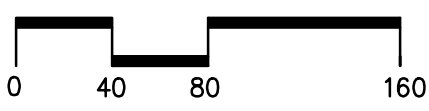
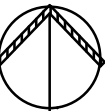
Contractor is responsible for repairing any damage to existing town irrigation systems.

Any new irrigation in the public R.O.W. shall be purple pipe and shall have purple valve box lids, purple bubblers, purple drip tubing, and purple caps on all irrigation heads. R.O.W irrigation shall be on separate valves from the remainder of the system.

Irrigation plans are not approved at this time. A licensed irrigator must apply for a permit through the building department. The plans will be approved at the time the permit is pulled.

01 CONCEPTUAL LANDSCAPE SITE PLAN

SCALE: 1" = 80'-0"



architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
|---|----------|----------------|
| 1 | 07.17.15 | City Submittal |
| 2 | 10.06.15 | City Comments  |
| 3 | 10.28.15 | City Comments  |
| 4 | 12.28.15 | City Submittal |
| 5 | 03.04.19 | City Submittal |

|   |  |  |
|---|--|--|
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |
| 9 |  |  |



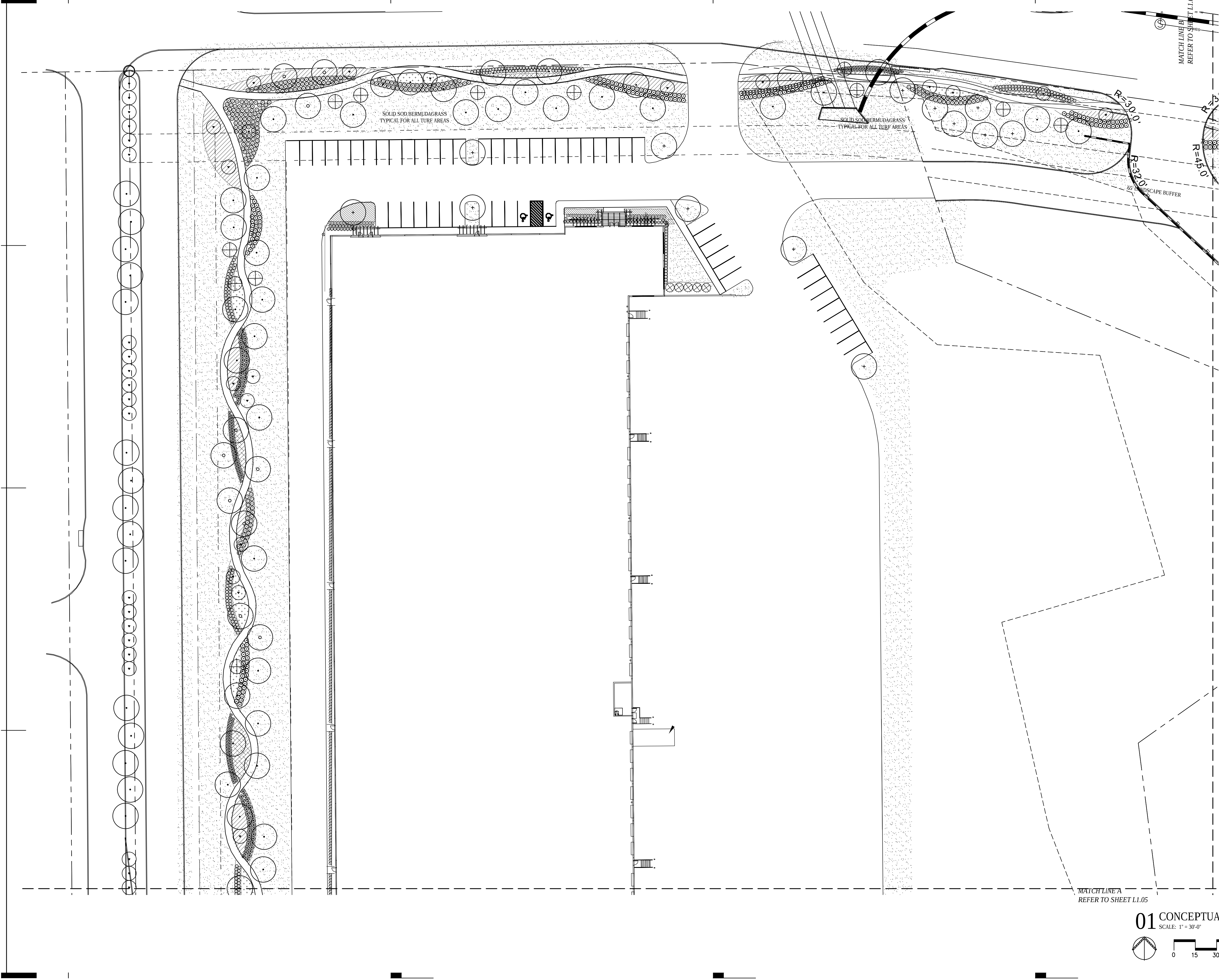
SHEET CONTENTS:

CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015

SHEET: L1.01





PLANT LEGEND

| QUANTITY | PLANT TYPE |
|----------|------------|
| SYMBOL   | PLANT TYPE |

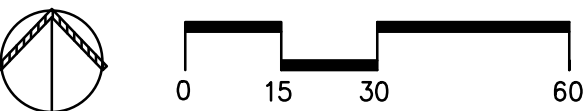
|     |                         |
|-----|-------------------------|
| CE  | Cedar Elm               |
| CM  | Crape Myrtle            |
| LO  | Live Oak                |
| RO  | Red Oak                 |
| TS  | Compact Texas Sage      |
| DHG | Dwarf Hamlin Grass      |
| DWM | Dwarf Wax Myrtle        |
| DYH | Dwarf Yaupon Holly      |
| GM  | Gulf Muhly Grass        |
| IH  | Indian Hawthorn 'Clara' |
| LOR | Loropetalum             |
| MFG | Mexican Feather Grass   |
| NPH | Needlepoint Holly       |
| NRS | Nellie R. Stevens Holly |
| SAL | Salvia Greggii          |
| VT  | Vitex                   |
| WC  | Purple Wintercreeper    |

PLANT KEY

|   |                                      |
|---|--------------------------------------|
| + | Cedar Elm                            |
| o | Red Oak                              |
| . | Live Oak                             |
| ▼ | Crape Myrtle                         |
| ⊕ | Vitex                                |
| ⊗ | Nellie R. Stevens Holly              |
| ⊙ | Texas Sage                           |
| ⊛ | Loropetalum                          |
| ⊞ | Dwarf Wax Myrtle                     |
| ⊟ | Compact Texas Sage                   |
| ⊠ | Dwarf Yaupon Holly / Indian Hawthorn |
| ⊡ | Loropetalum                          |
| ⊢ | Mexican Feather Grass                |
| ⊣ | Dwarf Hamlin Grass                   |
| ⊤ | Needlepoint Holly                    |

|   |                      |
|---|----------------------|
| ⊛ | Muhly Grass          |
| ⊞ | Salvia Greggii       |
| ⊟ | Purple Wintercreeper |

01 CONCEPTUAL LANDSCAPE SITE PLAN  
SCALE: 1" = 30'-0"



architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

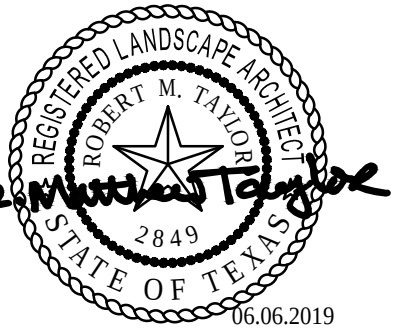
SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
|---|----------|----------------|
| 1 | 07.17.15 | City Submittal |
| 2 | 10.06.15 | City Comments  |
| 3 | 10.28.15 | City Comments  |
| 4 | 12.28.15 | City Submittal |
| 5 | 03.04.19 | City Submittal |

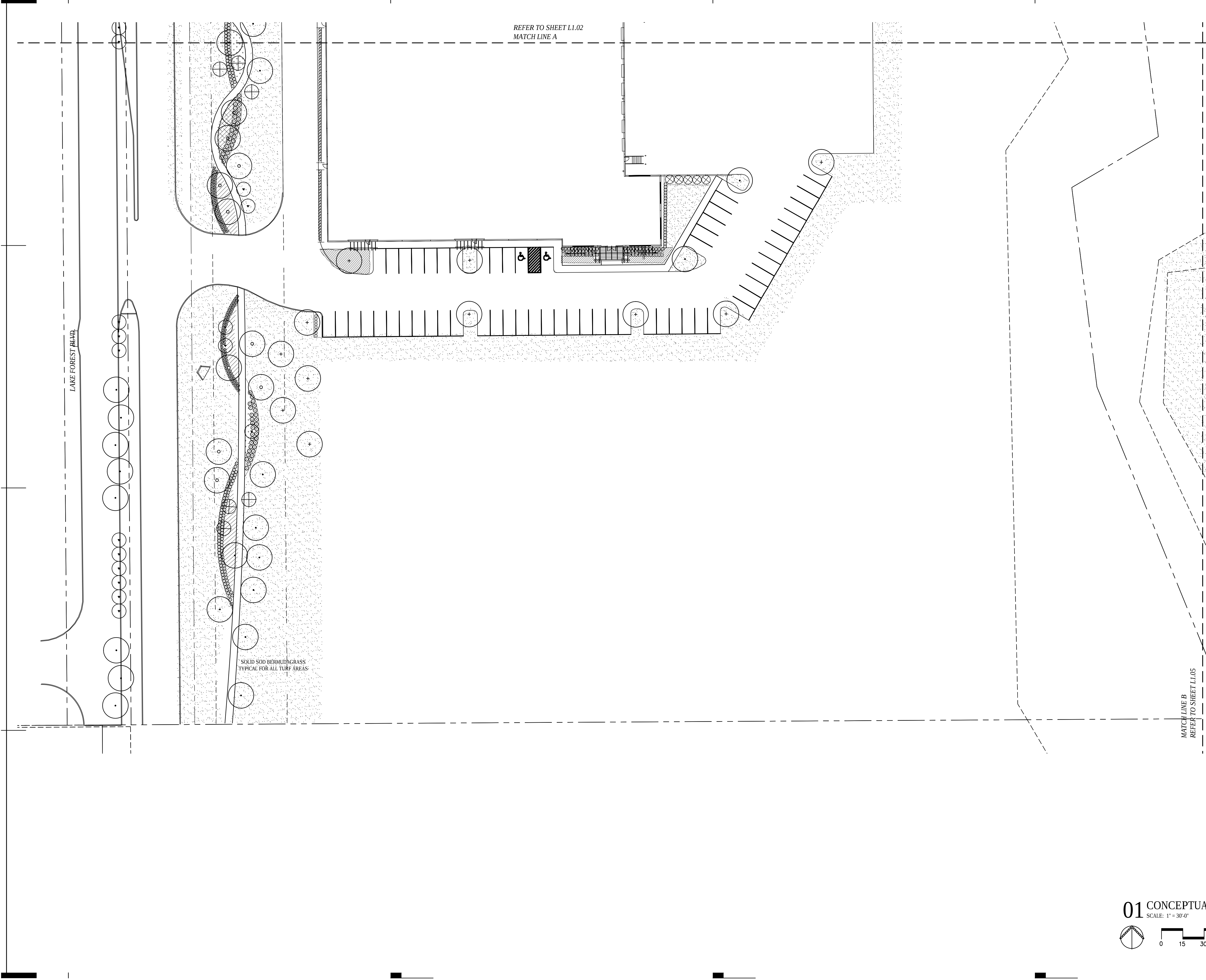
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SHEET CONTENTS:  
CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015  
SHEET: L1.02





| PLANT LEGEND |                         |
|--------------|-------------------------|
| QUANTITY     | PLANT TYPE              |
| SYMBOL       | PLANT TYPE              |
| CE           | Cedar Elm               |
| CM           | Crepe Myrtle            |
| LO           | Live Oak                |
| RO           | Red Oak                 |
| TS           | Compact Texas Sage      |
| DHG          | Dwarf Hamlin Grass      |
| DWM          | Dwarf Wax Myrtle        |
| DYH          | Dwarf Yaupon Holly      |
| GM           | Gulf Muhly Grass        |
| IH           | Indian Hawthorn 'Clara' |
| LOR          | Loropetalum             |
| MFG          | Mexican Feather Grass   |
| NPH          | Needlepoint Holly       |
| NRS          | Nellie R. Stevens Holly |
| SAL          | Salvia Greggii          |
| VT           | Vitex                   |
| WC           | Purple Wintercreeper    |

| PLANT KEY |                                      |
|-----------|--------------------------------------|
| +         | Cedar Elm                            |
| o         | Red Oak                              |
| .         | Live Oak                             |
| ▼         | Crepe Myrtle                         |
| ⊕         | Vitex                                |
| ⊗         | Nellie R. Stevens Holly              |
| ⊙         | Texas Sage                           |
| ⊛         | Loropetalum                          |
| ⊜         | Dwarf Wax Myrtle                     |
| ⊝         | Compact Texas Sage                   |
| ⊞         | Dwarf Yaupon Holly / Indian Hawthorn |
| ⊠         | Loropetalum                          |
| ⊡         | Mexican Feather Grass                |
| ⊢         | Dwarf Hamlin Grass                   |
| ⊣         | Needlepoint Holly                    |

|                      |
|----------------------|
| Muhly Grass          |
| Salvia Greggii       |
| Purple Wintercreeper |

architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

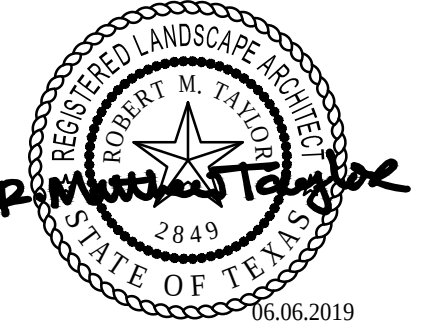
SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
|---|----------|----------------|
| 1 | 07.17.15 | City Submittal |
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| 5 | 03.04.19 | City Submittal |

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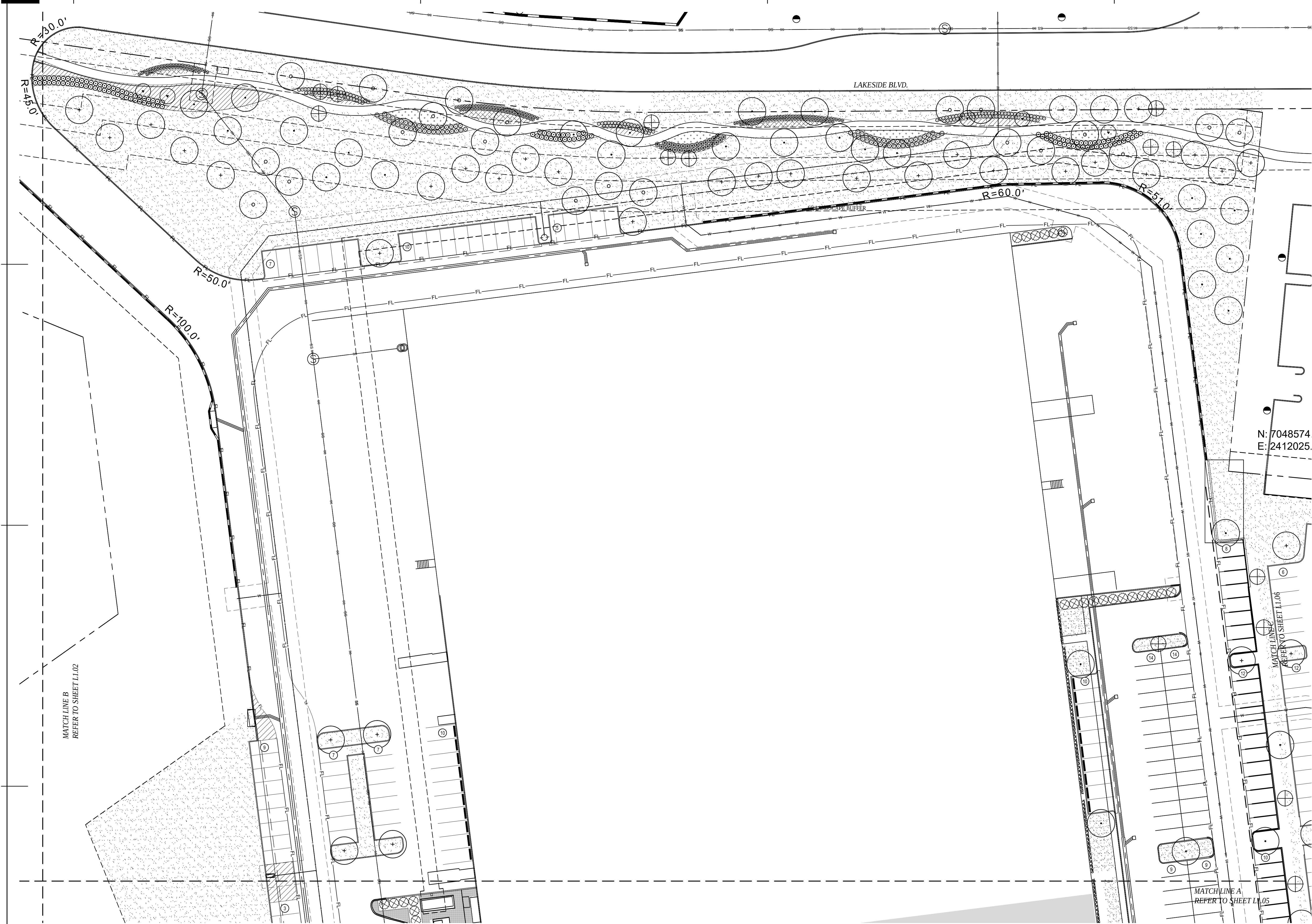


SHEET CONTENTS:

CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015  
SHEET: L1.03





PLANT LEGEND

| QUANTITY | PLANT TYPE              |
|----------|-------------------------|
| SYMBOL   | PLANT TYPE              |
| CE       | Cedar Elm               |
| CM       | Crepe Myrtle            |
| LO       | Live Oak                |
| RO       | Red Oak                 |
| TS       | Compact Texas Sage      |
| DHG      | Dwarf Hamlin Grass      |
| DWM      | Dwarf Wax Myrtle        |
| DYH      | Dwarf Yaupon Holly      |
| GM       | Gulf Muhly Grass        |
| IH       | Indian Hawthorn 'Clara' |
| LOR      | Loropetalum             |
| MFG      | Mexican Feather Grass   |
| NPH      | Needlepoint Holly       |
| NRS      | Nellie R. Stevens Holly |
| SAL      | Salvia Greggii          |
| VT       | Vitex                   |
| WC       | Purple Wintercreeper    |

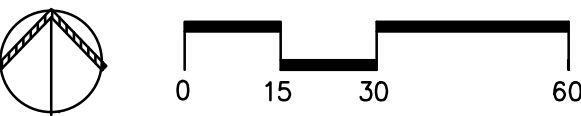
PLANT KEY

|   |                                      |
|---|--------------------------------------|
| + | Cedar Elm                            |
| o | Red Oak                              |
| • | Live Oak                             |
| v | Crepe Myrtle                         |
| ⊕ | Vitex                                |
| ⊗ | Nellie R. Stevens Holly              |
| ⊙ | Texas Sage                           |
| ⊛ | Loropetalum                          |
| ⊜ | Dwarf Wax Myrtle                     |
| ⊝ | Compact Texas Sage                   |
| ⊞ | Dwarf Yaupon Holly / Indian Hawthorn |
| ⊟ | Loropetalum                          |
| ⊠ | Mexican Feather Grass                |
| ⊡ | Dwarf Hamlin Grass                   |
| ⊢ | Needlepoint Holly                    |
| ⊣ | Muhly Grass                          |
| ⊤ | Salvia Greggii                       |
| ⊥ | Purple Wintercreeper                 |

N: 7048574  
E: 2412025

01 CONCEPTUAL LANDSCAPE SITE PLAN

SCALE: 1" = 30'-0"



architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
|---|----------|----------------|
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| 5 | 03.04.19 | City Submittal |

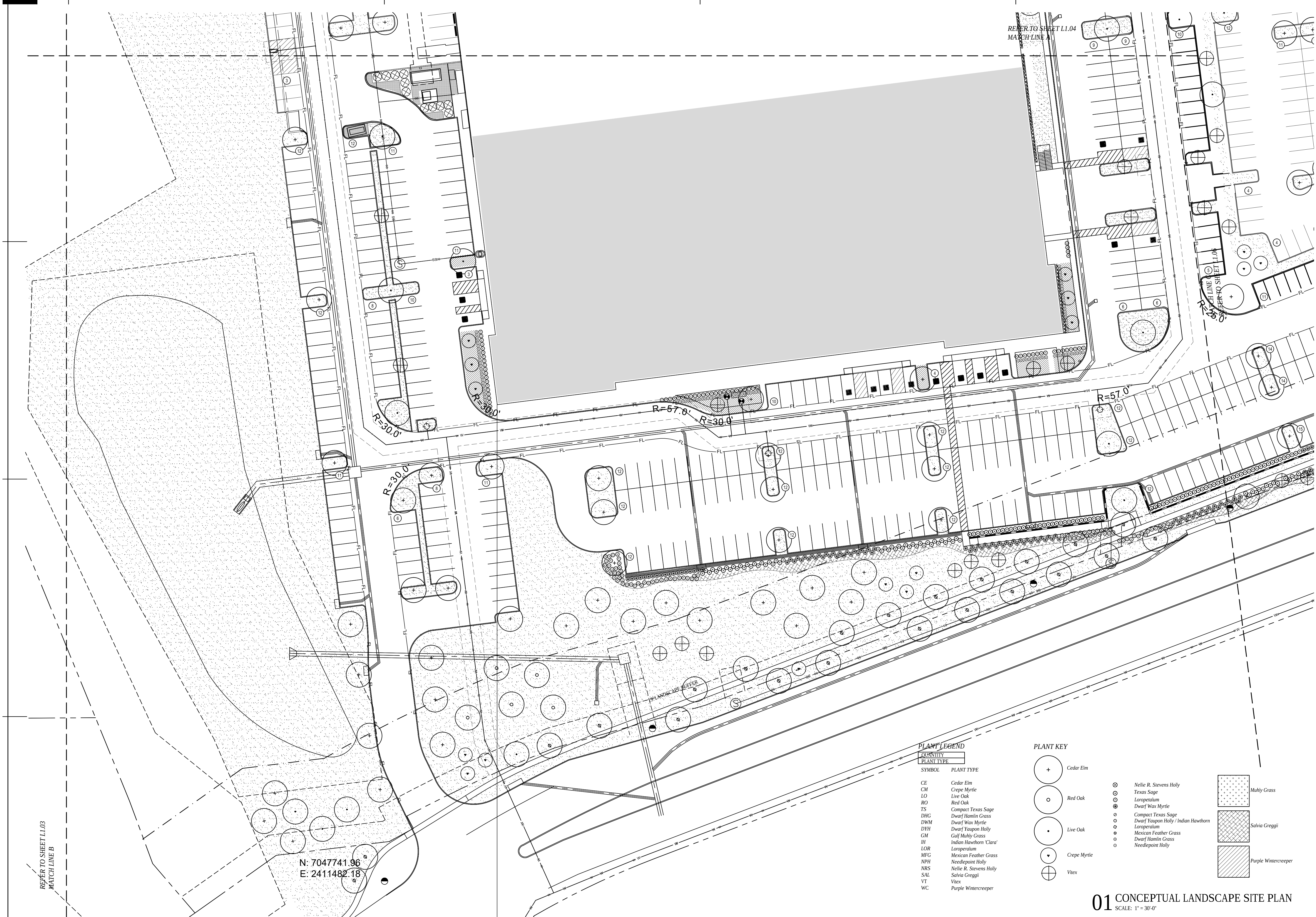
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SHEET CONTENTS:  
CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015  
SHEET: L1.04





REFER TO SHEET L1.03  
MATCH LINE B

REFER TO SHEET L1.04  
MATCH LINE A

REFER TO SHEET L1.05  
MATCH LINE C

PLANT LEGEND

| QUANTITY | PLANT TYPE |
|----------|------------|
|----------|------------|

SYMBOL

|     |                         |
|-----|-------------------------|
| CE  | Cedar Elm               |
| CM  | Crepe Myrtle            |
| LO  | Live Oak                |
| RO  | Red Oak                 |
| TS  | Compact Texas Sage      |
| DHG | Dwarf Hamlin Grass      |
| DWM | Dwarf Wax Myrtle        |
| DYH | Dwarf Yaupon Holly      |
| GM  | Gulf Muhly Grass        |
| IH  | Indian Hawthorn / Clara |
| LOR | Loropetalum             |
| MFG | Mexican Feather Grass   |
| NPH | Needlepoint Holly       |
| NRS | Nellie R. Stevens Holly |
| SAL | Salvia Greggii          |
| VT  | Vitex                   |
| WC  | Purple Wintercreeper    |

PLANT KEY

|   |              |
|---|--------------|
| + | Cedar Elm    |
| o | Red Oak      |
| . | Live Oak     |
| ▼ | Crepe Myrtle |
| ⊕ | Vitex        |

|   |                                      |
|---|--------------------------------------|
| ⊗ | Nellie R. Stevens Holly              |
| ⊙ | Loropetalum                          |
| ⊗ | Dwarf Wax Myrtle                     |
| ⊙ | Compact Texas Sage                   |
| ⊗ | Dwarf Yaupon Holly / Indian Hawthorn |
| ⊙ | Loropetalum                          |
| ⊗ | Mexican Feather Grass                |
| ⊙ | Dwarf Hamlin Grass                   |
| ⊗ | Needlepoint Holly                    |

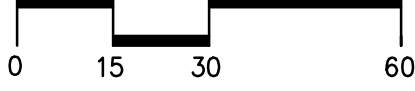
|   |             |
|---|-------------|
| ⊗ | Muhly Grass |
|---|-------------|

|   |                |
|---|----------------|
| ⊗ | Salvia Greggii |
|---|----------------|

|   |                      |
|---|----------------------|
| ⊗ | Purple Wintercreeper |
|---|----------------------|

01 CONCEPTUAL LANDSCAPE SITE PLAN

SCALE: 1" = 30'-0"



architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

CLIENT:

JOB #:

REVISIONS:

SEAL:

SHEET CONTENTS:

CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015

SHEET: L1.05

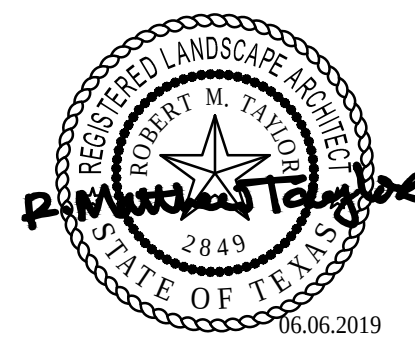
SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

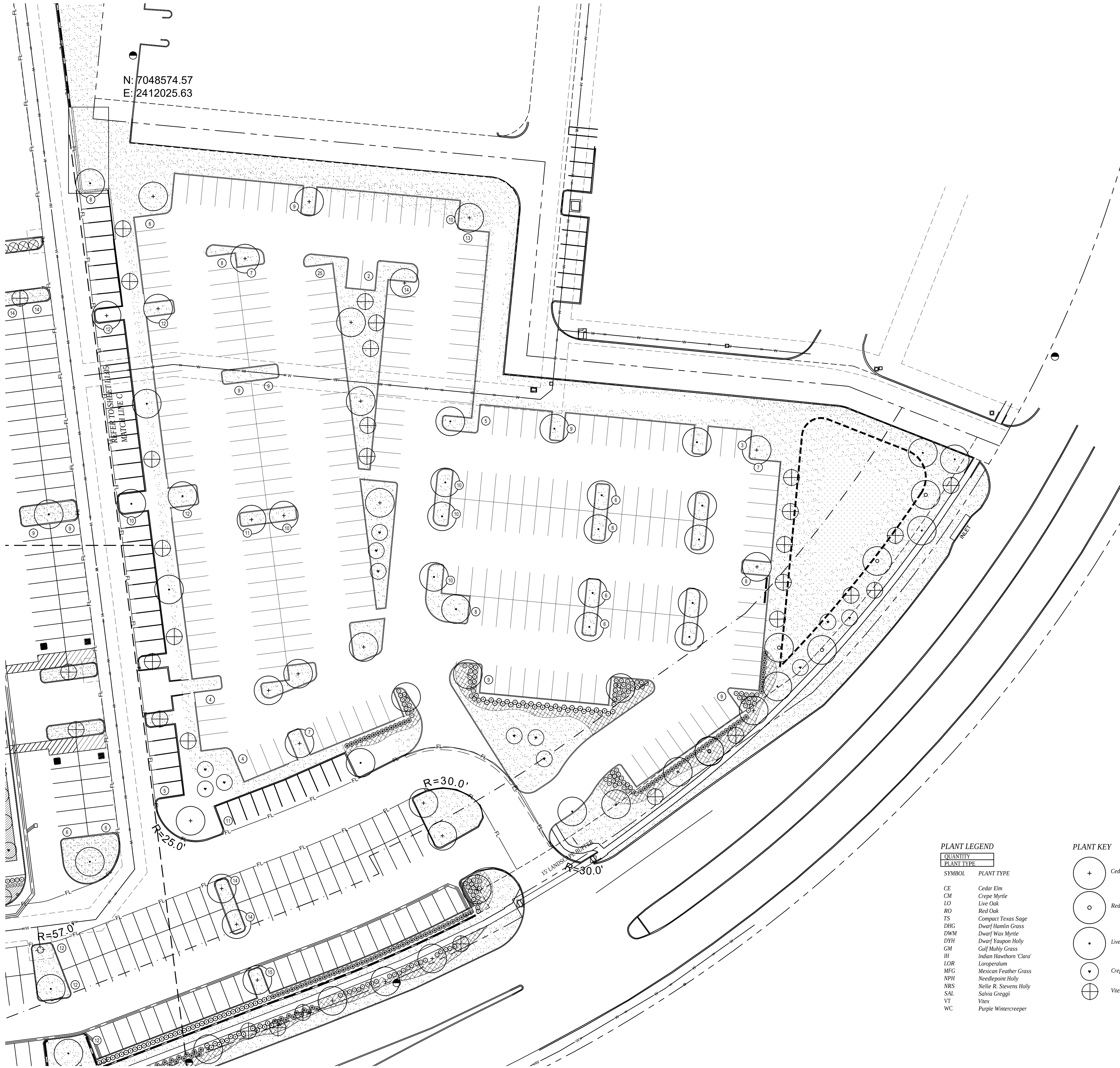
21009

|   |          |                |
|---|----------|----------------|
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PLANT LEGEND

| QUANTITY   |
|------------|
| PLANT TYPE |

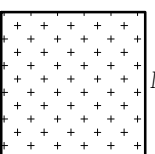
SYMBOL PLANT TYPE

|     |                         |
|-----|-------------------------|
| CE  | Cedar Elm               |
| CM  | Crepe Myrtle            |
| LO  | Live Oak                |
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| TS  | Compact Texas Sage      |
| DHG | Dwarf Hamlin Grass      |
| DWM | Dwarf Wax Myrtle        |
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| IH  | Indian Hawthorn 'Clara' |
| LOR | Loropetalum             |
| MFG | Mexican Feather Grass   |
| NPH | Needlepoint Holly       |
| NRS | Nellie R. Stevens Holly |
| SAL | Salvia Greggii          |
| VT  | Vitex                   |
| WC  | Purple Wintercreeper    |

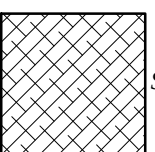
PLANT KEY

|   |              |
|---|--------------|
| + | Cedar Elm    |
| o | Red Oak      |
| . | Live Oak     |
| • | Crepe Myrtle |
| ⊕ | Vitex        |

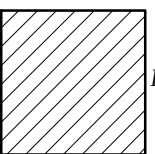
|   |                                      |
|---|--------------------------------------|
| ⊗ | Nellie R. Stevens Holly              |
| ⊙ | Texas Sage                           |
| ⊖ | Loropetalum                          |
| ⊗ | Dwarf Wax Myrtle                     |
| ⊗ | Compact Texas Sage                   |
| ⊙ | Dwarf Yaupon Holly / Indian Hawthorn |
| ⊖ | Loropetalum                          |
| ⊗ | Mexican Feather Grass                |
| ⊙ | Dwarf Hamlin Grass                   |
| ⊖ | Needlepoint Holly                    |



Muhly Grass



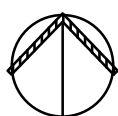
Salvia Greggii



Purple Wintercreeper

01 CONCEPTUAL LANDSCAPE SITE PLAN

SCALE: 1" = 30'-0"



architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

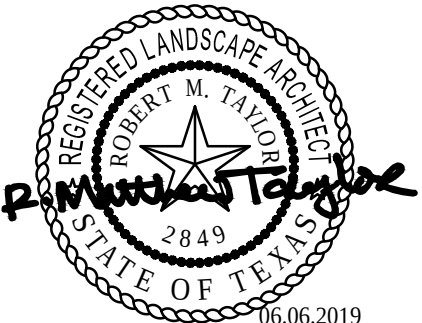
SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
|---|----------|----------------|
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| 5 | 03.04.19 | City Submittal |

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SHEET CONTENTS:

CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015

SHEET: L1.06



**Exhibit “B”  
Development Standards**

**Planned Development District - 145 (PD-145)  
Silveron Industrial**

The development on the property comprising approximately 41.24 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

**MISCELLANEOUS STANDARDS**

5. **BUILDING 1 PARKING.** This Planned Development shall be subject to the following parking standards.
  - a. The building incorporates office, warehouse, and manufacturing, light uses.
  - b. A parking study has been prepared to address aggregate parking requirements that exceeds 20 percent of required parking.
  - c. A deviation that provides for a maximum increase of 22 percent of aggregate parking requirements shall be permitted.

**TOWN OF FLOWER MOUND, TEXAS****ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 02-16, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 145 (PD-145) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 41.24 ACRES OF LAND SITUATED IN THE J. KNIGHT SURVEY, ABSTRACT NO. 692; BY AMENDING EXHIBIT "B," ENTITLED "DEVELOPMENT STANDARDS;" BY MODIFYING THE CONCEPTUAL SITE PLAN AND CONCEPTUAL LANDSCAPE PLAN; IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 41.24 acres of land situated in the J. Knight Survey, Abstract No. 692, have filed an application for a Zoning Planned Development amendment to amend Ordinance No. 02-16 for Planned Development District No. 145 (PD-145); and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on June 10, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on June 17, 2019, with respect to the proposed Zoning Planned Development amendment as described herein; and,

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

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



**ORDINANCE NO. \_\_\_\_\_****Page 2**

### **SECTION 1**

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

41.24 acres of land situated in the J. Knight Survey, Abstract No. 692, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Exhibit "B" to Ordinance No. 02-16, entitled "Development Standards," as amended, is hereby amended to amend Paragraph entitled, "Miscellaneous Standards;" as shown on Exhibit "B" attached hereto and incorporated herein.

Exhibit "C," entitled "Conceptual Site Plan," and Exhibit "D," entitled "Conceptual Landscape Plan" to Ordinance No. 12-16 are hereby amended to replace the conceptual site plan and conceptual landscape plan for the Planned Development, with Exhibits "C" and "D" attached hereto and incorporated herein.

### **SECTION 2**

The use of the property described above shall be subject to all restrictions, terms and conditions contained herein, as well as the applicable regulations contained in Ordinance No. 02-16 for Planned Development District No. 145 (PD-145), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

### **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**

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 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**

All rights and remedies of the Town of Flower Mound are expressly saved as to any and

**ORDINANCE NO. \_\_\_\_\_****Page 3**

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

### **SECTION 7**

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 8**

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

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

**APPROVED:**

\_\_\_\_\_  
Steve Dixon, **MAYOR**

**ATTEST:**

\_\_\_\_\_  
Theresa Scott, **TOWN SECRETARY**



**Exhibit “B”**  
**Development Standards**

**Planned Development District - 145 (PD-145)**  
**Silveron Industrial**

The development on the property comprising approximately 41.24 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

**MISCELLANEOUS STANDARDS**

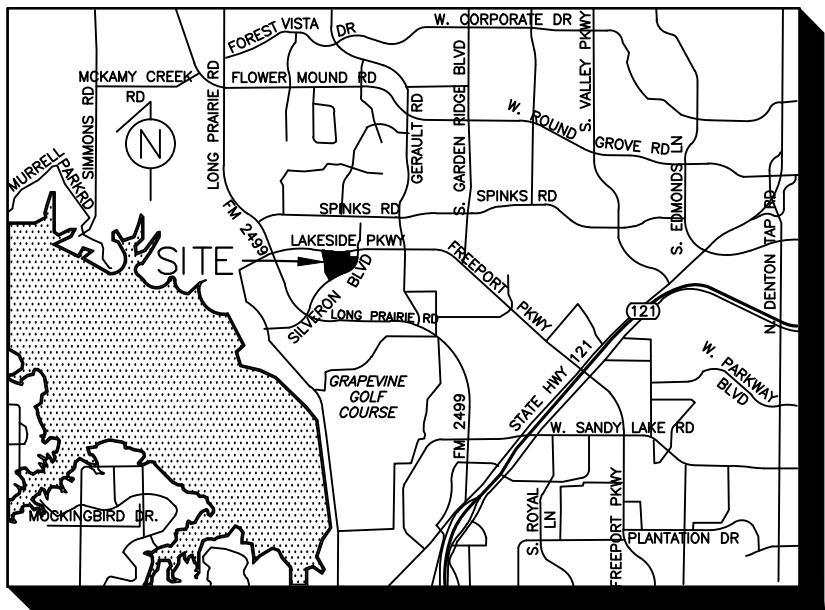
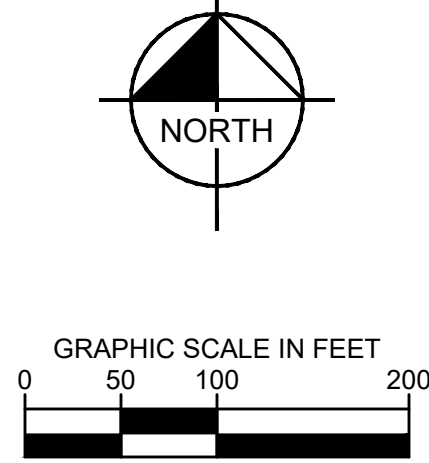
5. BUILDING 1 PARKING. This Planned Development shall be subject to the following parking standards.
  - a. The building incorporates office, warehouse, and manufacturing, light uses.
  - b. A parking study has been prepared to address aggregate parking requirements that exceeds 20 percent of required parking.
  - c. A deviation that provides for a maximum increase of 22 percent of aggregate parking requirements shall be permitted.

| SITE DATA TABLE                                               |                           |
|---------------------------------------------------------------|---------------------------|
| SITE AREA LOT 1 =                                             | 1,603,400 S.F./36,809 AC. |
| SITE AREA LOT 2 =                                             | 184,221 S.F./4.229 AC.    |
| BUILDING 1 AREA =                                             | 250,900 S.F.              |
| BUILDING 1 AREA MEZZANINE =                                   | 75,750 S.F.               |
| PROPOSED BUILDING 2 AREA =                                    | 128,950 S.F.              |
| TOTAL BUILDING AREA =                                         | 455,600 S.F.              |
| COVERAGE =                                                    | 23.29%                    |
| TOTAL PARKING REQUIRED W/OUT 20% REDUCTION =                  | 632 + 120 = 752           |
| TOTAL PARKING REQUIRED W/ 20% REDUCTION FOR BUILDING 2 ONLY = | 632 + 96 = 728            |
| TOTAL PARKING PROVIDED =                                      | 114 + 771 = 885           |

| BUILDING FEATURES                                            |  |
|--------------------------------------------------------------|--|
| BUILDING 1:                                                  |  |
| PAINT FINISH CONCRETE TILT WALL BUILDING WITH STONE FEATURES |  |
| PAINTED STEEL CANOPIES AT OFFICES ENTRIES                    |  |
| 50'x50' TYPICAL BAY                                          |  |
| {19} 10'x10' O.H. DOCK DOORS                                 |  |
| 32' CLEAR HEIGHT - TOTAL BUILDING HEIGHT 42'-6"              |  |
| E.S.F.R. FIRE PROTECTION SYSTEM                              |  |
| BUILDING 2:                                                  |  |
| PAINT FINISH CONCRETE TILT WALL BUILDING WITH STONE FEATURES |  |
| PAINTED STEEL CANOPIES AND TRELLIS AT OFFICE ENTRIES         |  |
| 50'x50' TYPICAL BAY, 60'x50' STAGING BAY                     |  |
| {32} 9'x10' O.H. DOCK DOORS                                  |  |
| 32' CLEAR HEIGHT - TOTAL BUILDING HEIGHT 40'                 |  |
| E.S.F.R. FIRE PROTECTION SYSTEM                              |  |

| PARKING TABULATIONS                                  |  |              |
|------------------------------------------------------|--|--------------|
| BUILDING 1:                                          |  |              |
| OFFICE = 78,100 S.F.                                 |  | 78,100 S.F.  |
| MEZZANINE (OFFICE) = 75,750 S.F.                     |  | 75,750 S.F.  |
| WAREHOUSE = 132,800 S.F.                             |  | 132,800 S.F. |
| MANUFACTURING, LIGHT = 40,000 S.F.                   |  | 40,000 S.F.  |
| OFFICE PARKING 1:300 (78,100/300) = 260              |  | 260 SPACES   |
| MEZZANINE (OFFICE) PARKING 1:300 (75,750/300) = 253  |  | 253 SPACES   |
| WAREHOUSE PARKING 1:2000 (132,800/2000) = 66         |  | 66 SPACES    |
| MANUFACTURING, LIGHT PARKING 1:750 (40,000/750) = 53 |  | 53 SPACES    |
| TOTAL PARKING REQUIRED                               |  | 632 SPACES   |
| TOTAL PARKING PROVIDED                               |  | 771 SPACES   |
| BUILDING 2:                                          |  |              |
| 128,950 S.F. X 15% OFFICE = 19,342 S.F.              |  | 19,342 S.F.  |
| 128,950 S.F. X 85% WAREHOUSE = 109,608 S.F.          |  | 109,608 S.F. |
| OFFICE PARKING 1:300 (19,342/300) = 64.5             |  | 65 SPACES    |
| WAREHOUSE PARKING 1:2000 (109,608/2000) = 54.8       |  | 55 SPACES    |
| TOTAL PARKING (NO REDUCTION)                         |  | 120 SPACES   |
| TOTAL PARKING REQUIRED (W/ 20% REDUCTION)            |  | 96 SPACES    |
| TOTAL PARKING PROVIDED                               |  | 114 SPACES   |

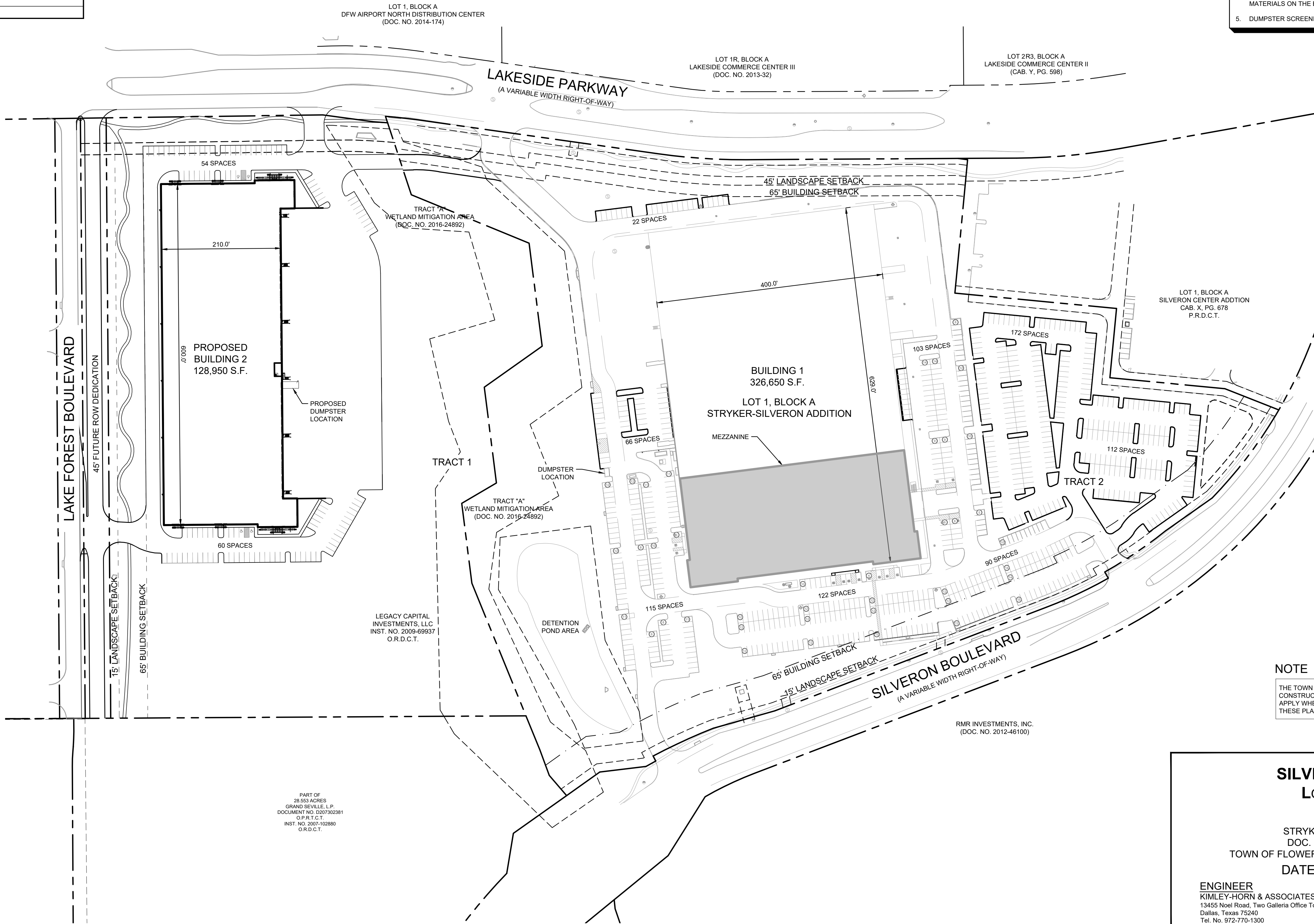
| MASTER PLAN FEATURE |                                          |
|---------------------|------------------------------------------|
| LAND USE PLAN       | LAKESIDE BUSINESS DISTRICT               |
| SPECIFIC PLAN       | CAMPUS INDUSTRIAL                        |
| URBAN DESIGN PLAN   | LAKESIDE BUSINESS DISTRICT               |
| PARKS AND TRAILS    | N/A                                      |
| OPEN SPACE PLAN     | N/A                                      |
| THROUGHFARE PLAN    | LAKESIDE PARKWAY (MAJOR ARTERIAL)        |
|                     | SILVERON BLVD. (URBAN MINOR ARTERIAL)    |
|                     | LAKE FOREST BLVD. (URBAN MINOR ARTERIAL) |
| WATER PLAN          | LAKESIDE BUSINESS DISTRICT               |
| WASTEWATER PLAN     | LAKESIDE BUSINESS DISTRICT               |
| ECONOMIC IMPACT     | N/A                                      |



VICINITY MAP  
N.T.S.

GENERAL NOTES

1. ALL RETAINING WALL/DETAINING WALL, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
2. ALL GROUND BASED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.



NOTE

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

|                               |  |
|-------------------------------|--|
| REVIEWED                      |  |
| TOWN OF FLOWER MOUND          |  |
| Released for Construction     |  |
| Date _____                    |  |
| Town of Flower Mound          |  |
| Engineering Services Division |  |

SILVERON DC 1 & 2  
LOT 1, BLOCK A  
41.42 AC.

STRYKER-SILVERON ADDITION  
DOC. NO. 2017-280 O.R.D.C.T.  
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS  
DATE: MARCH 07, 2019

ENGINEER  
KIMLEY-HORN & ASSOCIATES, INC.  
13455 Noel Road, Two Galleria Office Tower, Suite 700  
Dallas, Texas 75240  
Tel. No. 972-770-1300  
Contact: Sarah Beth White, P.E.

OWNER  
US II DALLAS LLC  
One Beacon Street, Suite 1700  
Boston, Massachusetts 02108  
Tel. No. 214-438-6203  
Contact: Christian S. Gournay

STRYKER PARKING  
ADDITION

TOWN OF FLOWER MOUND, DENTON COUNTY,  
TEXAS

CONCEPTUAL SITE PLAN

SHEET NUMBER  
1 OF 1

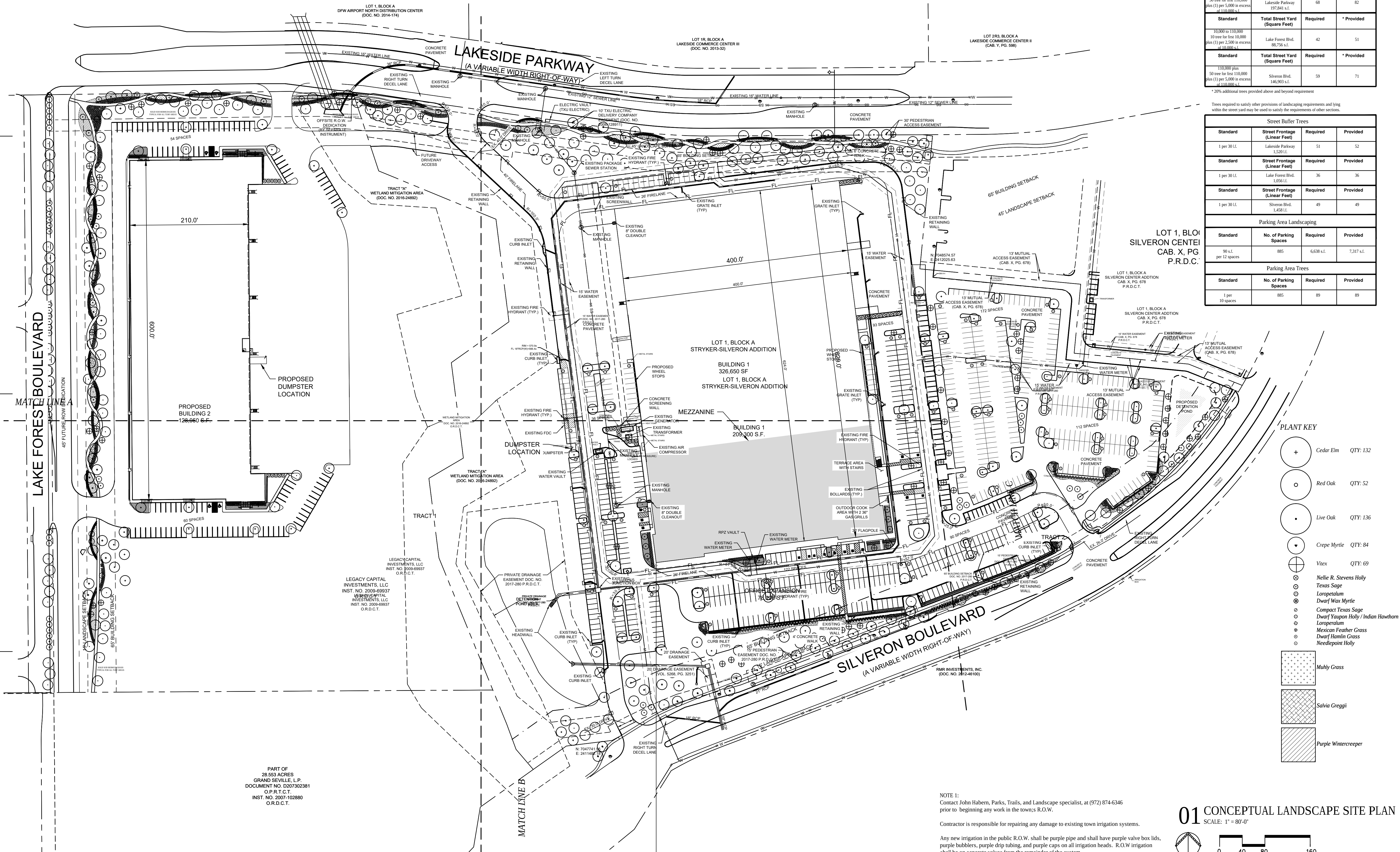
Kimley»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700  
DALLAS, TEXAS 75240  
PHONE: 972-770-1300 FAX: 972-69-3820  
TEXAS REGISTERED ENGINEERING FIRM F-528

FOR REVIEW ONLY  
Not for construction or permit purposes.  
Kimley»Horn  
Engineer: CAITLIN M. FLAHERTY, P.E.  
P.E. No. 127816 Date 6/5/19

|              |              |
|--------------|--------------|
| PROJECT No.  | 094540300    |
| DATE:        | June 5, 2019 |
| SCALE:       | AS SHOWN     |
| DESIGNED BY: | CMF          |
| DRAWN BY:    | MRS          |
| CHECKED BY:  | CMF          |





LOT 3: LANDSCAPE TABULATIONS

| Street Yard Landscaping                                                                |                                 |          |            |
|----------------------------------------------------------------------------------------|---------------------------------|----------|------------|
| Standard                                                                               | Total Street Yard (Square Feet) | Required | Provided   |
| Min. 20% of street yard                                                                | 366,880                         | 73,376   | 218,943    |
| Street Yard Trees                                                                      |                                 |          |            |
| Standard                                                                               | Total Street Yard (Square Feet) | Required | * Provided |
| 110,000 plus 50 tree for first 110,000 plus (1) per 5,000 in excess of 110,000 s.f.    | Lakeside Parkway 197,841 s.f.   | 68       | 82         |
| Standard                                                                               | Total Street Yard (Square Feet) | Required | * Provided |
| 10,000 to 110,000 10 tree for first 10,000 plus (1) per 2,500 in excess of 10,000 s.f. | Lake Forest Blvd. 98,756 s.f.   | 42       | 51         |
| Standard                                                                               | Total Street Yard (Square Feet) | Required | * Provided |
| 110,000 plus 50 tree for first 110,000 plus (1) per 5,000 in excess of 110,000 s.f.    | Silveron Blvd. 146,903 s.f.     | 59       | 71         |

\* 20% additional trees provided above and beyond requirement

Trees required to satisfy other provisions of landscaping requirements and lying within the street yard may be used to satisfy the requirements of other sections.

| Street Buffer Trees |                               |          |          |
|---------------------|-------------------------------|----------|----------|
| Standard            | Street Frontage (Linear Feet) | Required | Provided |
| 1 per 30 L.L.       | Lakeside Parkway 1,520 L.L.   | 51       | 52       |
| Standard            | Street Frontage (Linear Feet) | Required | Provided |
| 1 per 30 L.L.       | Lake Forest Blvd. 1,055 L.L.  | 36       | 36       |
| Standard            | Street Frontage (Linear Feet) | Required | Provided |
| 1 per 30 L.L.       | Silveron Blvd. 1,458 L.L.     | 49       | 49       |

| Parking Area Landscaping |                       |            |            |
|--------------------------|-----------------------|------------|------------|
| Standard                 | No. of Parking Spaces | Required   | Provided   |
| 90 s.f. per 12 spaces    | 885                   | 6,638 s.f. | 7,317 s.f. |

| Parking Area Trees |                       |          |          |
|--------------------|-----------------------|----------|----------|
| Standard           | No. of Parking Spaces | Required | Provided |
| 1 per 10 spaces    | 885                   | 89       | 89       |

PLANT KEY

- + Cedar Elm QTY: 132
- o Red Oak QTY: 52
- Live Oak QTY: 136
- Crepe Myrtle QTY: 84
- ⊕ Vitex QTY: 69
- ⊗ Nellie R. Stevens Holly
- ⊗ Texas Sage
- ⊗ Loropetalum
- ⊗ Dwarf Wax Myrtle
- ⊗ Compact Texas Sage
- ⊗ Dwarf Yaupon Holly / Indian Hawthorn
- ⊗ Loropetalum
- ⊗ Mexican Feather Grass
- ⊗ Dwarf Hamlin Grass
- ⊗ Needlepoint Holly
- Muhly Grass
- Salvia Greggii
- Purple Wintercreeper

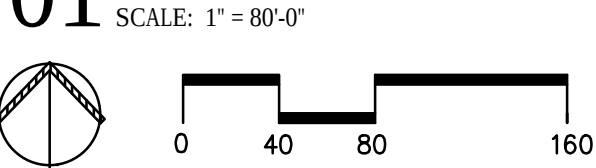
NOTE 1:  
Contact John Habern, Parks, Trails, and Landscape specialist, at (972) 874-6346 prior to beginning any work in the town's R.O.W.

Contractor is responsible for repairing any damage to existing town irrigation systems.

Any new irrigation in the public R.O.W. shall be purple pipe and shall have purple valve box lids, purple bubblers, purple drip tubing, and purple caps on all irrigation heads. R.O.W irrigation shall be on separate valves from the remainder of the system.

Irrigation plans are not approved at this time. A licensed irrigator must apply for a permit through the building department. The plans will be approved at the time the permit is pulled.

01 CONCEPTUAL LANDSCAPE SITE PLAN



architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

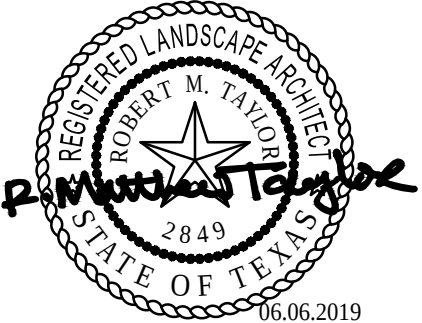
SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
|---|----------|----------------|
| 1 | 07.17.15 | City Submittal |
| 2 | 10.06.15 | City Comments  |
| 3 | 10.28.15 | City Comments  |
| 4 | 12.28.15 | City Submittal |
| 5 | 03.04.19 | City Submittal |

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| 6 |  |  |
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SHEET CONTENTS:

CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015

SHEET: L1.01





PLANT LEGEND

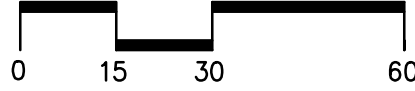
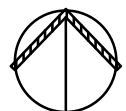
| QUANTITY | PLANT TYPE              |
|----------|-------------------------|
| SYMBOL   | PLANT TYPE              |
| CE       | Cedar Elm               |
| CM       | Crape Myrtle            |
| LO       | Live Oak                |
| RO       | Red Oak                 |
| TS       | Compact Texas Sage      |
| DHG      | Dwarf Hamlin Grass      |
| DWM      | Dwarf Wax Myrtle        |
| DYH      | Dwarf Yaupon Holly      |
| GM       | Gulf Muhly Grass        |
| IH       | Indian Hawthorn 'Clara' |
| LOR      | Loropetalum             |
| MFG      | Mexican Feather Grass   |
| NPH      | Needlepoint Holly       |
| NRS      | Nellie R. Stevens Holly |
| SAL      | Salvia Greggii          |
| VT       | Vitex                   |
| WC       | Purple Wintercreeper    |

PLANT KEY

|  |                                      |
|--|--------------------------------------|
|  | Cedar Elm                            |
|  | Red Oak                              |
|  | Live Oak                             |
|  | Crape Myrtle                         |
|  | Vitex                                |
|  | Nellie R. Stevens Holly              |
|  | Texas Sage                           |
|  | Loropetalum                          |
|  | Dwarf Wax Myrtle                     |
|  | Compact Texas Sage                   |
|  | Dwarf Yaupon Holly / Indian Hawthorn |
|  | Loropetalum                          |
|  | Mexican Feather Grass                |
|  | Dwarf Hamlin Grass                   |
|  | Needlepoint Holly                    |
|  | Muhly Grass                          |
|  | Salvia Greggii                       |
|  | Purple Wintercreeper                 |

01 CONCEPTUAL LANDSCAPE SITE PLAN

SCALE: 1" = 30'-0"



architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

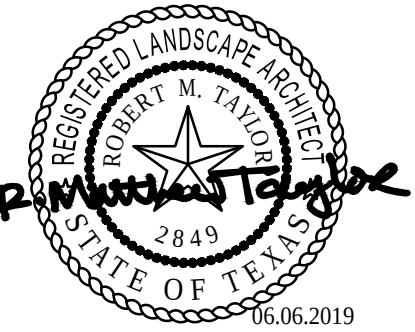
SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
|---|----------|----------------|
| 1 | 07.17.15 | City Submittal |
| 2 | 10.06.15 | City Comments  |
| 3 | 10.28.15 | City Comments  |
| 4 | 12.28.15 | City Submittal |
| 5 | 03.04.19 | City Submittal |

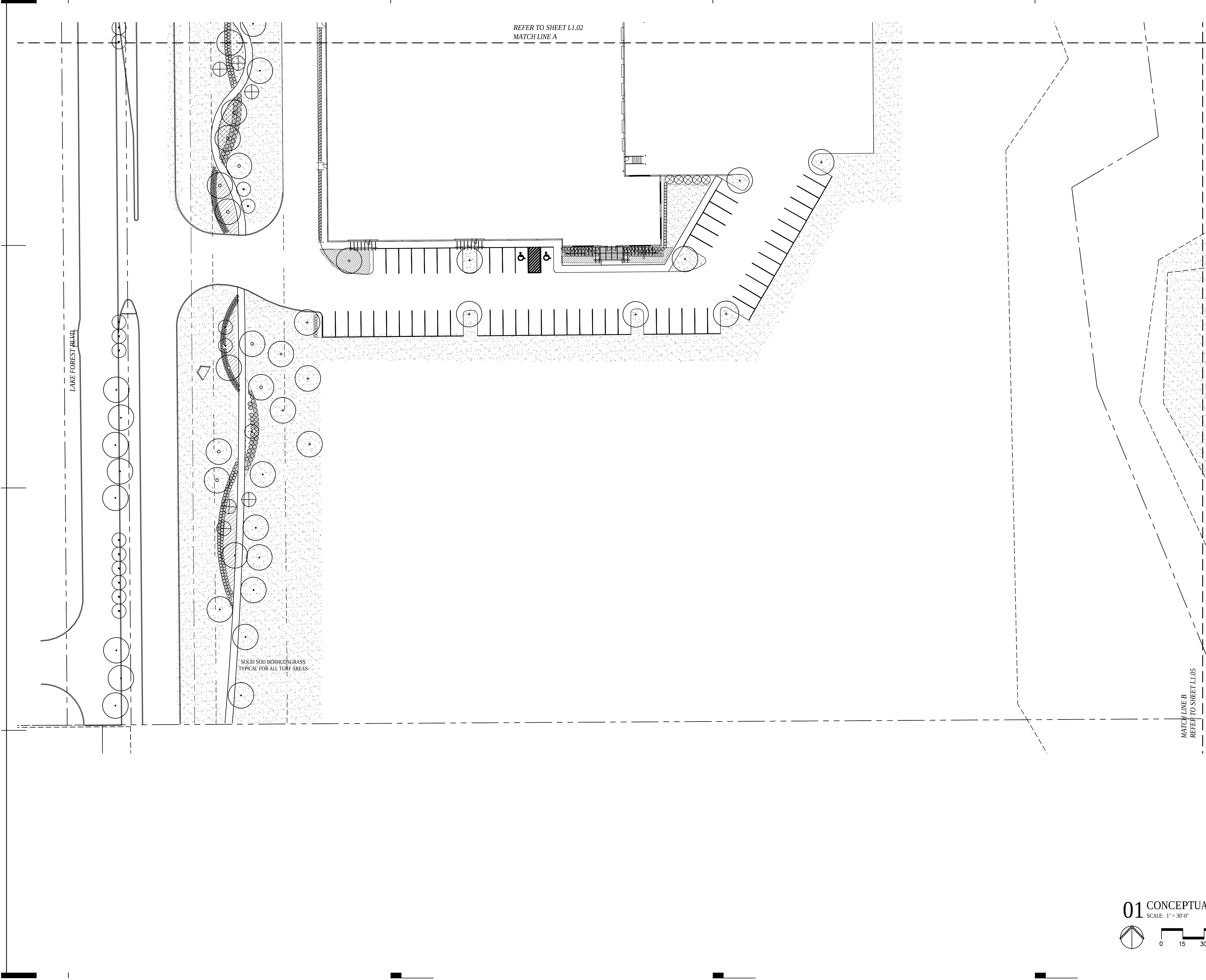
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CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015  
SHEET: L1.02



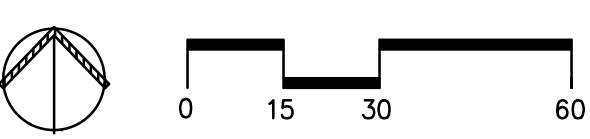


| PLANT LEGEND |                         |
|--------------|-------------------------|
| QUANTITY     | PLANT TYPE              |
| SYMBOL       | PLANT TYPE              |
| CE           | Cedar Elm               |
| CM           | Crape Myrtle            |
| LO           | Live Oak                |
| RO           | Red Oak                 |
| TS           | Compact Texas Sage      |
| DHG          | Dwarf Hamlin Grass      |
| DWM          | Dwarf Wax Myrtle        |
| DYH          | Dwarf Yaupon Holly      |
| GM           | Gulf Muhly Grass        |
| IH           | Indian Hawthorn 'Clara' |
| LOR          | Loropetalum             |
| MFG          | Mexican Feather Grass   |
| NPH          | Needlepoint Holly       |
| NRS          | Nellie R. Stevens Holly |
| SAL          | Salvia Greggii          |
| VT           | Vitex                   |
| WC           | Purple Wintercreeper    |

| PLANT KEY |                                      |
|-----------|--------------------------------------|
|           | Cedar Elm                            |
|           | Red Oak                              |
|           | Live Oak                             |
|           | Crape Myrtle                         |
|           | Vitex                                |
|           | Nellie R. Stevens Holly              |
|           | Texas Sage                           |
|           | Loropetalum                          |
|           | Dwarf Wax Myrtle                     |
|           | Compact Texas Sage                   |
|           | Dwarf Yaupon Holly / Indian Hawthorn |
|           | Loropetalum                          |
|           | Mexican Feather Grass                |
|           | Dwarf Hamlin Grass                   |
|           | Needlepoint Holly                    |

|  |                      |
|--|----------------------|
|  | Muhly Grass          |
|  | Salvia Greggii       |
|  | Purple Wintercreeper |

01 CONCEPTUAL LANDSCAPE SITE PLAN



architecture

9660 Audelia Road  
 Suite 123-66  
 Dallas, Texas 75238  
 214.261.9060

SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

CLIENT:  
 JOB #:  
 REVISIONS:

1 07.17.15 City Submittal  
 2 10.06.15 City Comments  
 3 10.28.15 City Comments  
 4 12.28.15 City Submittal  
 5 03.04.19 City Submittal  
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SEAL:

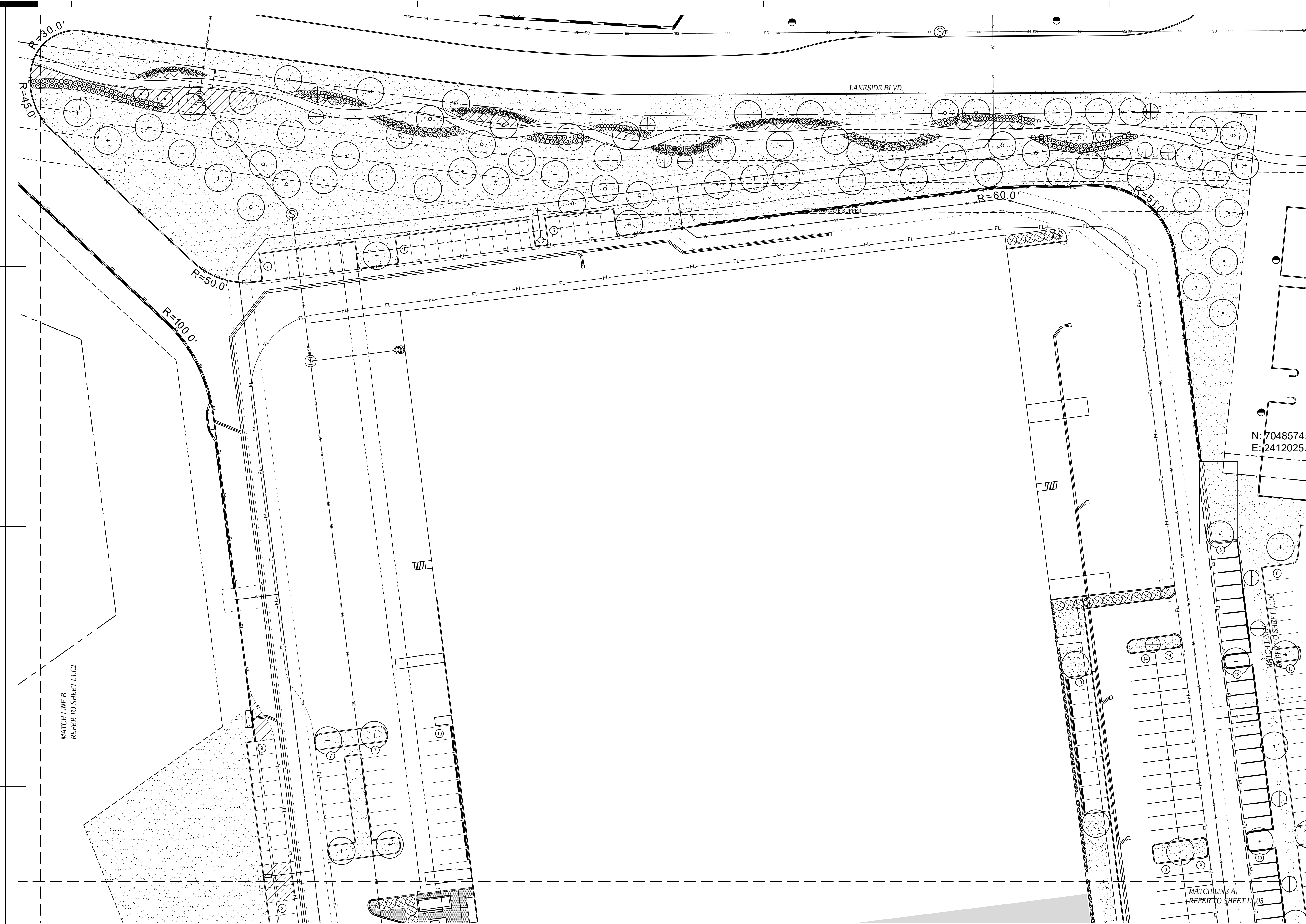
SHEET CONTENTS:

CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015

SHEET: L1.03





PLANT LEGEND

QUANTITY  
PLANT TYPE

SYMBOL PLANT TYPE

- |     |                         |
|-----|-------------------------|
| CE  | Cedar Elm               |
| CM  | Crape Myrtle            |
| LO  | Live Oak                |
| RO  | Red Oak                 |
| TS  | Compact Texas Sage      |
| DHG | Dwarf Hamlin Grass      |
| DWM | Dwarf Wax Myrtle        |
| DYH | Dwarf Yaupon Holly      |
| GM  | Gulf Muhly Grass        |
| IH  | Indian Hawthorn 'Clara' |
| LOR | Loropetalum             |
| MFG | Mexican Feather Grass   |
| NPH | Needlepoint Holly       |
| NRS | Nellie R. Stevens Holly |
| SAL | Salvia Greggii          |
| VT  | Vitex                   |
| WC  | Purple Wintercreeper    |

PLANT KEY

- |   |                                      |
|---|--------------------------------------|
| + | Cedar Elm                            |
| o | Red Oak                              |
| . | Live Oak                             |
| ▼ | Crape Myrtle                         |
| ⊕ | Vitex                                |
| ⊗ | Nellie R. Stevens Holly              |
| ⊙ | Texas Sage                           |
| ⊛ | Loropetalum                          |
| ⊜ | Dwarf Wax Myrtle                     |
| ⊝ | Compact Texas Sage                   |
| ⊞ | Dwarf Yaupon Holly / Indian Hawthorn |
| ⊠ | Loropetalum                          |
| ⊡ | Mexican Feather Grass                |
| ⊢ | Dwarf Hamlin Grass                   |
| ⊣ | Needlepoint Holly                    |

Muhly Grass

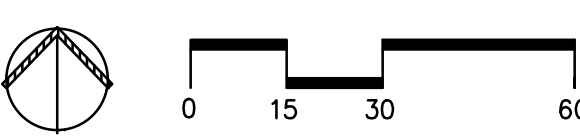
Salvia Greggii

Purple Wintercreeper

N: 7048574  
E: 2412025.

01 CONCEPTUAL LANDSCAPE SITE PLAN

SCALE: 1" = 30'-0"



architecture

9660 Audelia Road  
Suite 123-66  
Dallas, Texas 75238  
214.261.9060

SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

CLIENT:

JOB #:

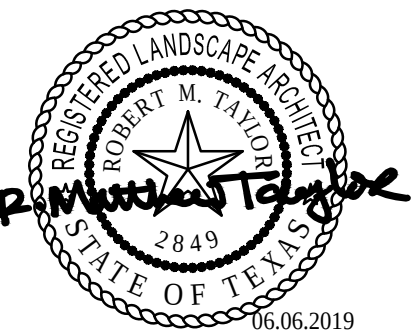
REVISIONS:

SEAL:

21009

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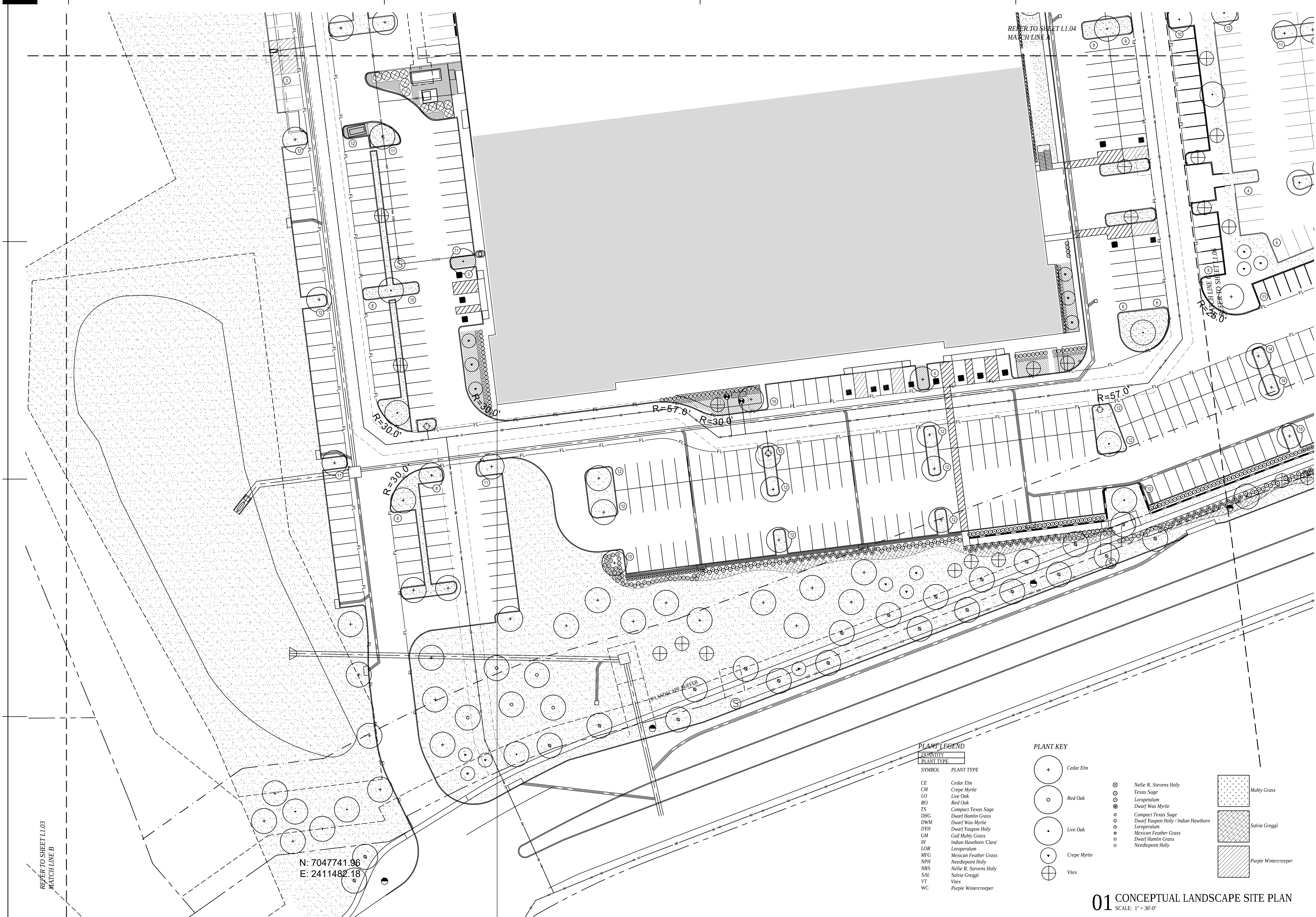
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CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015

SHEET: L1.04





REFER TO SHEET L1.03  
MATCH LINE B

N: 7047741.96  
E: 2411482.18

REFER TO SHEET L1.04  
MATCH LINE A

REFER TO SHEET L1.06  
MATCH LINE C

PLANT LEGEND

| QUANTITY | PLANT TYPE |
|----------|------------|
| SYMBOL   | PLANT TYPE |

|     |                         |
|-----|-------------------------|
| CE  | Cedar Elm               |
| CM  | Crepe Myrtle            |
| LO  | Live Oak                |
| RO  | Red Oak                 |
| TS  | Compact Texas Sage      |
| DHG | Dwarf Hamlin Grass      |
| DWM | Dwarf Wax Myrtle        |
| DYH | Dwarf Yaupon Holly      |
| GM  | Gulf Muhly Grass        |
| IH  | Indian Hawthorn / Clara |
| LOR | Loropetalum             |
| MFG | Mexican Feather Grass   |
| NPH | Needlepoint Holly       |
| NRS | Nellie R. Stevens Holly |
| SAL | Salvia Greggii          |
| VT  | Vitex                   |
| WC  | Purple Wintercreeper    |

PLANT KEY

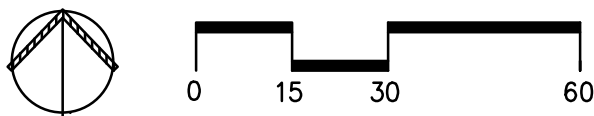
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|---|--------------|
| + | Cedar Elm    |
| o | Red Oak      |
| . | Live Oak     |
| ▼ | Crepe Myrtle |
| ⊕ | Vitex        |

|   |                                      |
|---|--------------------------------------|
| ⊗ | Nellie R. Stevens Holly              |
| ⊙ | Loropetalum                          |
| ⊗ | Dwarf Wax Myrtle                     |
| ⊗ | Compact Texas Sage                   |
| ⊙ | Dwarf Yaupon Holly / Indian Hawthorn |
| ⊗ | Loropetalum                          |
| ⊗ | Mexican Feather Grass                |
| ⊙ | Dwarf Hamlin Grass                   |
| ⊙ | Needlepoint Holly                    |

|   |                      |
|---|----------------------|
| ⊗ | Muhly Grass          |
| ⊗ | Salvia Greggii       |
| ⊗ | Purple Wintercreeper |

01 CONCEPTUAL LANDSCAPE SITE PLAN

SCALE: 1" = 30'-0"



architecture

9660 Audelia Road  
Suite 123-66  
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214.261.9060

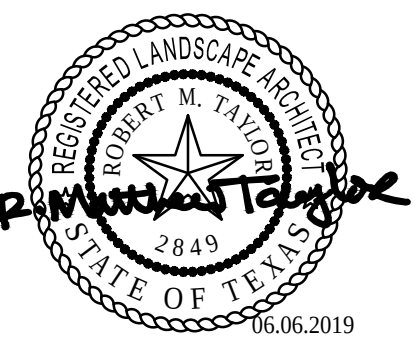
SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
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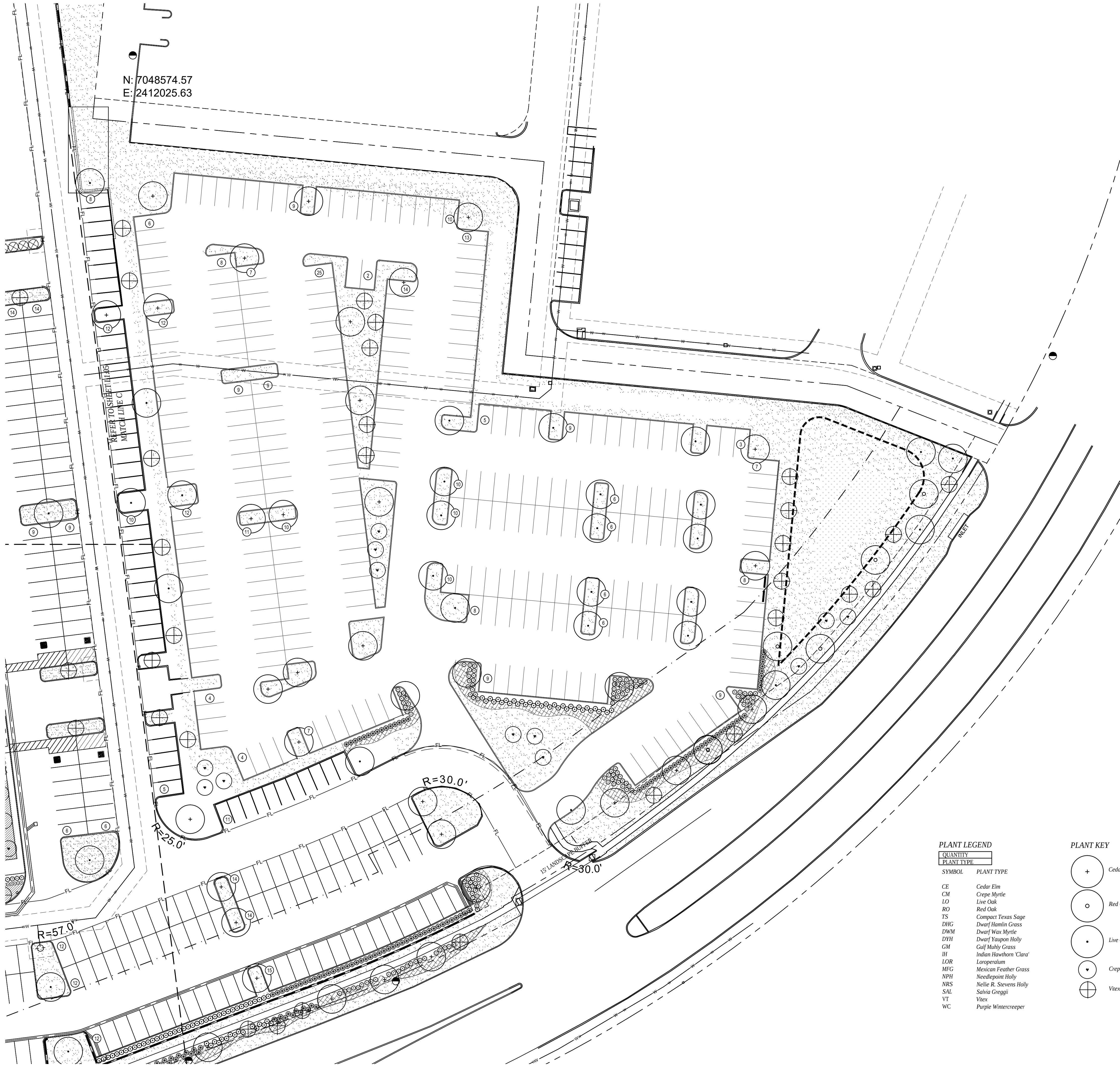
SHEET CONTENTS:

CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015

SHEET: L1.05





N: 7048574.57  
E: 2412025.63

PLANT LEGEND

| QUANTITY   |
|------------|
| PLANT TYPE |

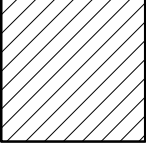
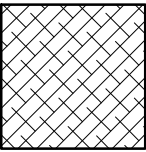
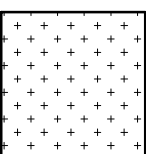
SYMBOL PLANT TYPE

|     |                         |
|-----|-------------------------|
| CE  | Cedar Elm               |
| CM  | Crepe Myrtle            |
| LO  | Live Oak                |
| RO  | Red Oak                 |
| TS  | Compact Texas Sage      |
| DHG | Dwarf Hamlin Grass      |
| DWM | Dwarf Wax Myrtle        |
| DYH | Dwarf Yaupon Holly      |
| GM  | Gulf Muhly Grass        |
| IH  | Indian Hawthorn 'Clara' |
| LOR | Loropetalum             |
| MFG | Mexican Feather Grass   |
| NPH | Needlepoint Holly       |
| NRS | Nellie R. Stevens Holly |
| SAL | Salvia Greggii          |
| VT  | Vitex                   |
| WC  | Purple Wintercreeper    |

PLANT KEY

|   |              |
|---|--------------|
| + | Cedar Elm    |
| o | Red Oak      |
| . | Live Oak     |
| • | Crepe Myrtle |
| ⊕ | Vitex        |

|   |                                      |
|---|--------------------------------------|
| ⊗ | Nellie R. Stevens Holly              |
| ⊙ | Texas Sage                           |
| ⊖ | Loropetalum                          |
| ⊗ | Dwarf Wax Myrtle                     |
| ⊗ | Compact Texas Sage                   |
| ⊙ | Dwarf Yaupon Holly / Indian Hawthorn |
| ⊖ | Loropetalum                          |
| ⊗ | Mexican Feather Grass                |
| ⊙ | Dwarf Hamlin Grass                   |
| ⊖ | Needlepoint Holly                    |

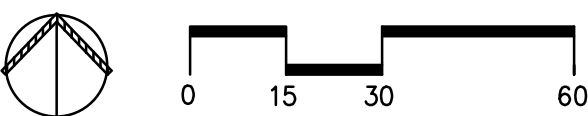


Muhly Grass

Salvia Greggii

Purple Wintercreeper

01 CONCEPTUAL LANDSCAPE SITE PLAN  
SCALE: 1" = 30'-0"



architecture

9660 Audelia Road  
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Dallas, Texas 75238  
214.261.9060

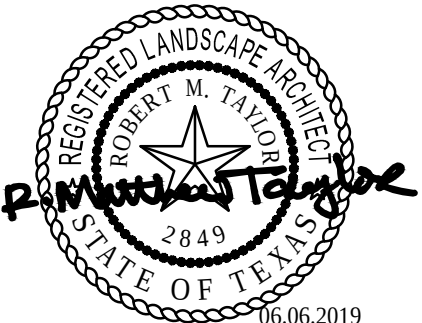
SILVERON DC 1 & 2

Lakeside Parkway  
Flower Mound, Texas 75028

21009

|   |          |                |
|---|----------|----------------|
| 1 | 07.17.15 | City Submittal |
| 2 | 10.06.15 | City Comments  |
| 3 | 10.28.15 | City Comments  |
| 4 | 12.28.15 | City Submittal |
| 5 | 03.04.19 | City Submittal |

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| 6 |  |  |
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SHEET CONTENTS:

CONCEPTUAL LANDSCAPE PLAN

DATE: August 28, 2015

SHEET: L1.06





## TOWN COUNCIL AGENDA ITEM NO. 17

### REGULAR ITEM

---

**DATE:** June 17, 2019  
**FROM:** Chuck Jennings, Director of Parks and Recreation  
**ITEM:** **Consider approval of a Development Agreement with Contour Land Partners 11, LTD., for the reimbursement of Park Fees for park amenities constructed within the Magnolia Court development; and authorization for the Mayor to execute same on behalf of the Town.**

---

**BACKGROUND INFORMATION:** Magnolia Court first came before the Parks Board on [March 1, 2018](#). The Parks Board recommended fees in lieu of parkland dedication and park development fees for 58 single-family lots. Since the March Parks Board meeting, the developer reconfigured the layout of the development and reduced the number of single-family dwelling units to 29. That configuration was approved by Town Council on [December 17, 2018](#), as part of a zoning planned development application.

On [April 4, 2019](#), staff brought forward a regular item to the Parks Board for recommendation to Town Council for credit against park development fees and fees in lieu of parkland dedication for park amenities within the Magnolia Court residential development in the amount of \$138,226.33. The Parks Board recommended approval for the reimbursement of park fees by a vote of 6 to 0 at that meeting.

The development plan is scheduled for Planning and Zoning on June 24, 2019, and Town Council on July 15, 2019.

**BOARD REVIEW/CITIZEN FEEDBACK:** The Parks Board recommended approval for the reimbursement of park fees for amenities within the Magnolia Court residential development by a vote of 6 to 0 at its April 4, 2019 meeting.

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** The Development Agreement was reviewed by Ashley D. Dierker with Taylor, Olson, Adkins, Sralla & Elam, L.L.P.

**ATTACHMENTS:**

1. Development Agreement for Magnolia Court

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

**AFTER RECORDING, RETURN TO:**

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

**DEVELOPMENT AGREEMENT FOR MAGNOLIA COURT**

**THIS DEVELOPMENT AGREEMENT FOR MAGNOLIA COURT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Flower Mound, Texas (the "Town") and CONTOUR LAND PARTNERS 11, LTD., a Texas limited partnership (the "Developer"), as follows:

**WITNESSETH:**

**WHEREAS**, the Magnolia Court Project ("Project" or "Subdivision") is a development encompassing approximately 14.802 acres in Flower Mound and approved by the Town on December 17, 2018; and

**WHEREAS**, the Subdivision contains Lot 27X of Block A, a 3.596 acre private park; and

**WHEREAS**, per Town ordinances, Developer is required to dedicate to the Town a certain amount of park space per 100 dwelling units in the Subdivision, or pay fees in lieu of dedication, or a combination thereof; and

**WHEREAS**, the Town and Developer have agreed that Developer shall pay to the Town fees in the total amount of \$171,796.00 consisting of a \$131,544.00 Parkland Dedication fee and a \$40,252.00 Park Development Fee (collectively, the "Park Fees"); and

**WHEREAS**, on April 4, 2019 the Parks Board unanimously recommended approval to provide to the Developer a reimbursement totaling an amount not to exceed \$138,226.33 (hereinafter the "Reimbursement Amount");

**WHEREAS**, the Town and Developer agree that the Reimbursement Amount shall be utilized by the Developer to construct certain improvements on Lot 27X, Block A Magnolia Court including those improvements detailed on the approved landscape plans (the "Approved Plans") prepared by LandDesign, Inc., and as described and depicted on Exhibit "A" attached hereto and incorporated herein, and construction of approximately 206 feet of additional trails to connect the Subdivision with the Bella Strada subdivision, in conformity with the master plan for the Town's trail system ( "Required Improvements"); and



**WHEREAS**, the Town and Developer acknowledge that the foregoing issues should be addressed through development agreement.

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

1. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town. All Required Improvements constructed pursuant to this Agreement shall be accessible to the public. Once completed by Developer as outlined herein, the obligation to maintain the Required Improvements shall be assigned by Developer to the homeowners' association for the Subdivision (the "HOA") and such Required Improvements shall be maintained in perpetuity by the HOA.
2. Developer shall be responsible for and agrees to construct all Required Improvements, including the improvements shown on the Approved Plans as described and depicted in "Exhibit A". Town shall reimburse Developer for all costs associated with construction of the Required Improvements as detailed on the cost estimate attached hereto and incorporated herein as "Exhibit B". Notwithstanding anything to the contrary in this Agreement, Developer shall not be reimbursed for any costs related to design of the Required Improvements and Developer acknowledges that in no instance shall the Town's total Reimbursement Amount paid to Developer exceed One-Hundred Thirty-Eight Thousand, Two-Hundred, Twenty-six Dollars and Thirty-Three/100 (\$138,226.33).
3. The total Reimbursement Amount shall not exceed One-Hundred Thirty-Eight Thousand, Two-Hundred, Twenty-six Dollars and Thirty-Three/100 (\$138,226.33) under any circumstances. The Town shall proportionally reimburse Developer the Reimbursement Amount as construction is completed and only upon receipt, acceptance, and approval of actual construction receipts.
4. The Tree locations as shown on Exhibit A are approximate. Actual tree locations shall be located in the field by survey prior to installation of landscape but after the installation of hardscape.

Developer agrees that final surveyed tree locations shall be approved by Town prior to tree planting.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall exclusively lie in Denton County, Texas.
6. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:  
  

|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| If to the Town:  | The Town of Flower Mound, Texas<br>2121 Cross Timbers Road<br>Flower Mound, Texas 75028<br>Attn: Town Manager's Office |
| If to Developer: | Contour Land Partners 11, LTD.<br>4851 LBJ Freeway<br>Suite 205<br>Dallas, Texas 75244                                 |
7. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement.
8. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party
9. A telecopied facsimile or an electronic scan of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.
10. The Town Manager shall be authorized to execute this Agreement on behalf of the Town.



11. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
12. This Agreement or a memorandum thereof shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of any ownership rights in the Property, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exceptions of the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed and common areas owned by the HOA (a "Fully Improved Lot"). This Agreement or any recorded memorandum hereof shall be released of record at the request of either party hereto at any time after the various fees and contributions discussed herein above have been paid and all obligations required to be performed under this Agreement have been performed in a good and workmanlike manner; provided, however, the HOA shall document its assumption of the maintenance obligations of the Required Improvements in a manner reasonably satisfactory to the Town.
13. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on his/her/its behalf has full authority to execute this Agreement and bind Developer to fully perform under the conditions set forth in this Agreement.
14. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.
15. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a

payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given).

16. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law.
17. Developer has carefully reviewed the development exactions (both construction and payment obligations) mandated by the Town associated with the Project and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order to ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions associated with the Project are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the Project that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project. Developer further acknowledges that the benefits of platting and site planning have been or will be accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **Developer shall indemnify and hold harmless Town from any claims and suits of third parties, including but not limited to Developer's successors, assigns, grantees, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**
18. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:
 

Exhibit A: Description and depiction of the portion of the Required Improvements as detailed on the Approved Plans;

Exhibit B: Cost estimate of the Required Improvements.



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

**THE TOWN:**  
THE TOWN OF FLOWER MOUND, TEXAS

By: \_\_\_\_\_  
Name: Steve Dixon  
Title: Mayor, Town of Flower Mound

State of Texas     §  
                             §  
County of Denton   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by \_\_\_\_\_ of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

**DEVELOPER:**

**Contour Land Partners 11, LTD.**

**By: Contour Real Estate &  
Development, LLC, General Partner**

By: \_\_\_\_\_  
Jim Tchoukaleff, Manager

State of Texas           §  
                                  §  
County of Dallas       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by Jim Tchoukaleff, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is a Manager of Contour Real Estate & Development, LLC, a Texas limited liability company, the General Partner of Contour Land Partners 11, Ltd., a Texas limited partnership, and he executed such document on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_



EXHIBIT A



**LandDesign**

1234 Main Street, Suite 100  
Anytown, CA 90210  
Phone: (555) 123-4567  
Email: info@landdesign.com

**PROJECT INFORMATION**

PROJECT NAME: Magnolia Court Development  
PROJECT LOCATION: 1234 Main Street, Suite 100  
PROJECT TYPE: Residential Development  
PROJECT STATUS: In Progress

**DESIGNER INFORMATION**

DESIGNER: LandDesign  
DESIGNER ADDRESS: 1234 Main Street, Suite 100  
DESIGNER PHONE: (555) 123-4567  
DESIGNER EMAIL: info@landdesign.com

**CLIENT INFORMATION**

CLIENT: Magnolia Court Development  
CLIENT ADDRESS: 1234 Main Street, Suite 100  
CLIENT PHONE: (555) 123-4567  
CLIENT EMAIL: info@landdesign.com

**DATE**

DATE: 12/15/2023

**REVISIONS**

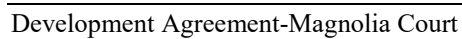
| NO. | DESCRIPTION    | DATE       |
|-----|----------------|------------|
| 1   | Initial Design | 12/15/2023 |
| 2   | Revised Design | 12/15/2023 |

**NOT FOR CONSTRUCTION**

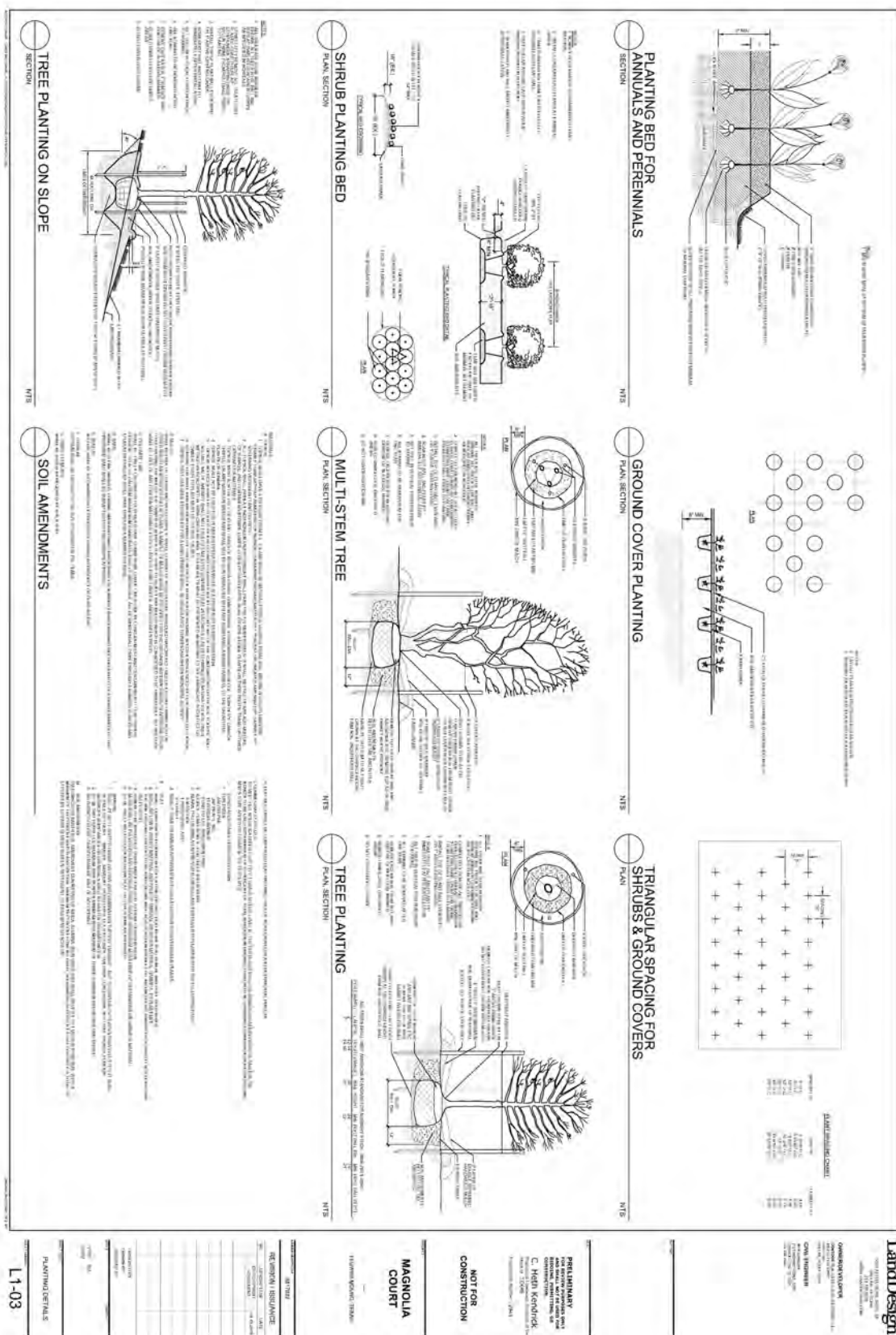
**MAGNOLIA COURT**

**PLAN**

**L1-01**











**EXHIBIT B****The Nan Faith Arnold Company**

4843 Holly Tree Drive ~ Dallas, Texas 75287  
Phone 214/808-1839 ~ Email nan@nfaco.com

|       |                                           |          |                                        |
|-------|-------------------------------------------|----------|----------------------------------------|
| To:   | Jim Tchoukaleff                           | Company: | Contour Real Estate & Development, LLC |
| From: | Nan Arnold                                | Pages:   | 2                                      |
| Via:  | E-Mail                                    | Date:    | 3-22-2019; Updated 3-27-2019           |
| Re:   | Magnolia Court – Park / Open Space Budget | CC:      |                                        |

Magnolia Court Open Space Park area:

| <b>Hardscape</b>          |            |                                                                     |             |                   |                    |
|---------------------------|------------|---------------------------------------------------------------------|-------------|-------------------|--------------------|
| <b>Item</b>               | <b>Qty</b> | <b>Description</b>                                                  | <b>Unit</b> | <b>Unit Price</b> | <b>Extension</b>   |
| 1                         | 4,095      | 5' Trail; Assuming same T of FM Specification (see attached)        | SF          | \$4.60            | \$18,837.00        |
| 2                         | 1          | Concrete Pad                                                        | Lump        | \$5,600.00        | \$5,600.00         |
| 3                         | 5          | Lueders Benches                                                     | EA          | \$1,650.00        | \$8,250.00         |
| 4                         | 1          | Allowance for Fitness Equipment Including Delivery and Installation | Lump        | \$13,000.00       | \$13,000.00        |
| 5                         | 1,648      | 8' Trail; T of FM Specification (see attached)                      | SF          | \$6.05            | \$9,970.40         |
| 6                         | 1          | Deliver/Provide & Install Ultrasite Trash Receptacle                | Lump        | \$1,560.60        | \$1,560.60         |
| <b>Hardscape Subtotal</b> |            |                                                                     |             |                   | <b>\$57,218.00</b> |
| <b>Landscape</b>          |            |                                                                     |             |                   |                    |
| <b>Item</b>               | <b>Qty</b> | <b>Description</b>                                                  | <b>Unit</b> | <b>Unit Price</b> | <b>Extension</b>   |
| 1                         | 1          | Irrigation                                                          | Lump        | \$34,130.00       | \$34,130.00        |
| 2                         | 3          | Oklahoma Red Bud                                                    | 3" CAL.     | \$475.00          | \$1,425.00         |
| 3                         | 4          | Eastern Red Cedar                                                   | 3" CAL.     | \$385.00          | \$1,540.00         |
| 4                         | 2          | Chinkapin Oak                                                       | 3" CAL.     | \$750.00          | \$1,500.00         |
| 5                         | 5          | Texas Red Oak                                                       | 3" CAL.     | \$750.00          | \$3,750.00         |
| 6                         | 4          | Southern Live Oak                                                   | 3" CAL.     | \$750.00          | \$3,000.00         |
| 7                         | 5          | Bald Cypress                                                        | 4" CAL.     | \$750.00          | \$3,750.00         |
| 8                         | 3          | Lacebark Elm/Chinese Elm Tree                                       | 3" CAL.     | \$750.00          | \$2,250.00         |
| 9                         | 39,346     | Weeping Love Hydromulch                                             | Sf.         | \$0.05            | \$1,967.30         |
| 10                        | 57,450     | Round Up and Till                                                   | Sf.         | \$0.10            | \$5,745.00         |
| 11                        | 11         | Tree Prep                                                           | Cy.         | \$75.00           | \$825.00           |
| 12                        | 7          | Top Dress Trees                                                     | Cy.         | \$75.00           | \$525.00           |
| 13                        | 1,100      | Steel to Separate Love Grass                                        | Lf.         | \$3.75            | \$4,125.00         |

Page 1 of 2 –Magnolia Court Open Space Park Budget

|                                      |    |                                                             |      |            |                     |
|--------------------------------------|----|-------------------------------------------------------------|------|------------|---------------------|
| 14                                   | 26 | Tree Staking                                                | Ea.  | \$35.00    | \$910.00            |
| 15                                   | 1  | Miscellaneous Irrigation Repair Allowance<br>/ Bella Strada | Lump | \$3,000.00 | \$3,000.00          |
| <b>Softscape Subtotal</b>            |    |                                                             |      |            | <b>\$68,442.30</b>  |
|                                      |    |                                                             |      |            |                     |
| <b>Total Hardscape and Softscape</b> |    |                                                             |      |            | <b>\$125,660.30</b> |
| <b>10% Contingency</b>               |    |                                                             |      |            | <b>\$12,566.03</b>  |
| <b>Total Budget</b>                  |    |                                                             |      |            | <b>\$138,226.33</b> |



# Town Council Future Agenda Items



|           |           |              |                                                                                                                                                                                                                                                                                               |
|-----------|-----------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SCHEDULED | 7/15/2019 | Presentation | Certificate of Achievement for Abhijay Kodali 2019 Scripps National Spelling Bee Co-champion                                                                                                                                                                                                  |
|           |           | Consent      | UPRR Agreement for Canyon Falls                                                                                                                                                                                                                                                               |
|           |           | Consent      | Upper Timber Creek Aerial Crossing Emergency Repair.                                                                                                                                                                                                                                          |
|           |           | Consent      | FM 1171 @ Riverwalk Drive - Testing Award                                                                                                                                                                                                                                                     |
|           |           | Consent      | Sidewalk Links (407 - Morriss to Browning) - Design Award.                                                                                                                                                                                                                                    |
|           |           | Consent      | Consider approval of a Construction Agreement with XIT Paving & Construction, Inc., for the FM 1171 at River Walk Drive Intersection Improvements project, in the amount of \$473,519.25; and authorization for the Mayor to execute same on behalf of the Town.                              |
|           |           | Consent      | Consider approval of an ordinance amending Chapter 38 of the code of ordinances, entitled "Fire Prevention and Protection" to provide for adoption of the International Fire Code, 2018 edition and local amendments thereto.                                                                 |
|           |           | Consent      | Consider approval of an ordinance amending Chapter 14 "Buildings and Building Regulations" Article XIV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2018 edition of the International Residential Code, and local amendments thereto.                              |
|           |           | Consent      | Upper Timber Creek Interceptor Ph 3&4 - Testing Award                                                                                                                                                                                                                                         |
|           |           | Consent      | Consider approval of an ordinance amending Chapter 14 "Buildings and Building Regulations" Article III, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2018 edition of the International Plumbing Code and International Fuel Gas Code, and local amendments thereto. |
|           |           | Consent      | Consider approval of an ordinance amending Chapter 14 "Building and Building Regulations" Article IV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2018 edition of the International Mechanical Code and local amendments thereto.                                  |
|           |           | Consent      | Consider approval of an ordinance amending Chapter 14 "Building and Building Regulations" Article XV, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2018 edition of the International Energy Conservation Code and local amendments thereto.                         |
|           |           | Consent      | Consider approval of an ordinance amending Chapter 14 "Building and Building Regulations" Article II, of the Code of Ordinances of the Town of Flower Mound, by adopting the 2018 edition of the International Building Code and local amendments thereto.                                    |

|           |           |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------|-----------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SCHEDULED | 7/15/2019 | Consent | Consider approval of the minutes from a regular meeting of the Town Council held on June 17, 2019.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|           |           | Regular | Public Hearing to consider a request for a Master Plan Amendment (MPA19-0002 – Canyon Falls) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation of Canyon Falls development within the Denton Creek District Area Plan from Medium Density Residential uses to Open Space and from Open Space to Medium Density Residential uses on certain tracts of land, and to correct certain land use boundary line discrepancies on the land use map. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|           |           | Regular | Public Hearing to consider a request for rezoning (ZPD19-0007 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to change the zoning from Single-Family District-10 (SF-10) uses to Open Space and from Open Space to Single-Family District-10 (SF-10) on certain tracts of land, and to correct certain zoning boundary line discrepancies on the zoning map. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|           |           | Regular | Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Certificates of Obligation, Series 2019, establishing parameters for the sale and issuance of such bonds, delegating certain matters to an authorized official of the Town and resolving all matters incident and related thereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|           |           | Regular | Consider a request for a Development Plan (DP19-0002 – Magnolia Court) to develop a residential subdivision. The property is generally located on the northwest corner of Gerault Road and Spinks Road.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           |           | 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, a request for an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, 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. |
|           |           |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|           | 8/5/2019  | Consent | FM 2499 @ Silveron Traffic Signal Construction Award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



|           |           |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|-----------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SCHEDULED | 8/5/2019  | Consent | Consider approval of an ordinance ordering a special election to be held on the 5th day of November, 2019, for the purpose of submitting to the qualified voters of the Town of Flower Mound, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; providing for election officers; designating the places and manner of holding said election; and providing for the posting and publication of notice. |
|           |           | Consent | Consider approval of Whyburn Farm Drainage and Easement Agreement; and authorization for the Mayor to execute the same on behalf of the Town.                                                                                                                                                                                                                                                                                                                                     |
|           | 8/19/2019 | Consent | Grady Court Reconstruction - Construction Award.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|           |           | Consent | Grady Court Reconstruction - Testing Award.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|           | 9/3/2019  | Consent | Red Bud Point Water Service Relocation - Construction Award.                                                                                                                                                                                                                                                                                                                                                                                                                      |
|           |           | Consent | Red Bud Point Water Service Relocation - Testing Award.                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           | 9/16/2019 | Consent | Valley Ridge Blvd @ Morriss Rd - Testing Award.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           |           | Consent | Valley Ridge Blvd @ Morriss Rd - Construction Award.                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           |           | Consent | FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Construction Award.                                                                                                                                                                                                                                                                                                                                                                                              |
|           |           | Consent | FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Testing Award.                                                                                                                                                                                                                                                                                                                                                                                                   |
|           | 10/7/2019 | Consent | Shiloh Road Design Award.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|           |           | Consent | Consider approval of an Interlocal Cooperative Agreement with Denton County for Shiloh Road; and authorization for the Mayor to execute same on behalf of the Town.                                                                                                                                                                                                                                                                                                               |