

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

7/15/2019

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

6:00 P.M.

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

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

A. CALL MEETING TO ORDER

B. INVOCATION

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

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

D. PRESENTATIONS

1. Certificate of Achievement for Abhijay Kodali 2019 Scripps National Spelling Bee Co-Champion

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

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, August 5.
2. Discuss and consider date option for joint work session with Parks Board.

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 6/17- Consider approval of the minutes from a regular meeting of the Town Council held on June 17, 2019.
2. Minutes 6/21- Consider approval of the minutes from a Strategic Planning Session of the Town Council held on June 21, 2019.
3. 2nd FY 18-19 Budget Amendment- Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2018, and ending on September 30, 2019, as adopted by Ordinance No. 30-18 and amended by Ordinance No. 39-18 for adjustments to the General Fund and Technology Replacement Fund.
4. Town Hall Change Order 1- Consider approval of Change Order No.1 for the Town Hall project, to the Construction Agreement with Steele Freeman Inc., in the amount of \$40,085.73; and authorization for the Mayor to Execute same on behalf of the Town.
5. Railroad Commission Consent Order- Consider approval of a Railroad Commission of Texas Agreed Settlement and Consent Order resulting from an expired utility locate while conducting a water line repair on January 7, 2019; and authorization for the Mayor to execute same on behalf of the Town.
6. UPRR Agreement for Canyon Falls- Consider approval of a Resolution and Agreement with the Union Pacific Railroad to pay for work required for train preemption of the traffic signal at US 377 and Canyon Falls Drive and authorization for the Mayor to execute the same on behalf of the Town.
7. Axon Master Service Agreement Amendment- Consider approval of an amendment of the Axon Enterprise, Inc, Master Service Agreement, for the acquisition of in car video camera products and storage; and authorization for the Mayor to execute same on behalf of the Town.
8. International Building Code - 2018- Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article II, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the 2018 edition of the International Building Code and local amendments thereto.
9. International Plumbing Code - 2018- 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, to provide for the adoption of the International Plumbing Code, 2018 edition, and the International Fuel Gas Code, 2018 edition and local amendments thereto.
10. International Mechanical Code - 2018- Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article IV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Mechanical Code, 2018 edition, and local amendments thereto.

11. International Residential Code - 2018- 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, to provide for the adoption of the International Residential Code, 2018 edition, and local amendments thereto.
12. International Energy Consv Code - 2018- Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article XV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the International Energy Conservation Code, 2018 edition, and local amendments thereto.
13. International Fire Code - 2018- 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.
14. Upper Timber Creek Emergency Repair- Consider approval of emergency expenditures with Excel Aircraft LLC dba Excel Trenching, for the emergency repair of the Timber Creek Aerial Sanitary Sewer Crossing, in the amount of \$116,100.00.
15. Upper Timber Creek Testing Award- Consider approval of a Professional Services Agreement with ECS Southwest LLC, to provide construction materials engineering and testing, for the Upper Timber Creek Interceptor Phase III & IV project, in the amount of \$61,990.00; and authorization for the Mayor to execute same on behalf of the Town.
16. FM1171@River Walk Intersection Const- 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.
17. Green Ribbon Phase I - AFA- Consider approval of a Local Project Advance Funding Agreement, for Voluntary Local Government Contributions to Transportation Improvement Projects, with the Texas Department of Transportation (TxDOT) to pay for work required to complete the FM 1171 TxDOT Green Ribbon Project, in the amount of \$18,853.29; and authorization for the Mayor to execute the same on behalf of the Town.

K. **REGULAR ITEMS**

18. MPA - Highland Pointe Park- **Public Hearing** to consider a request for a Master Plan Amendment (MPA18-0007- Highland Pointe Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to Retail uses, and consider adopting an ordinance providing for said amendment. The property is generally located north of Valley Ridge Boulevard and east of Morriss Road. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its May 13, 2019, meeting.)
19. ZPD - Highland Pointe Park PD-19- **Public Hearing** to consider a request for rezoning (ZPD18-0011 - Highland Pointe Park) to amend Planned Development District No. 19 (PD-19) with Office District (O) uses to Planned Development District No. 19 (PD-19) with Retail District-2 (R-2) uses on certain tract of land, to add the conceptual plans and elevations, to modify the development standards, request an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property, and consider adopting an ordinance providing for said amendment. The property is generally located north of Valley Ridge Boulevard and east of Morriss Road. (The Planning & Zoning Commission recommended approval by a vote of 7 to 0 at its May 13, 2019, meeting.)

Applicant
requests
postponement

20. DP19-0002 Magnolia Court- 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. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its June 24, 2019, meeting.)
21. Z19-0002 - Conservatory Estates- **Public Hearing** to consider a request for rezoning (Z19-0002 – Conservatory Estates) from Planned Development District No. 140 (PD-140) for a cluster development to Agricultural District (A), and to consider adopting an ordinance providing for said amendment. The property is generally located west of Freeman Road and north of Cross Timbers Road. (The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its June 24, 2019, meeting.)
22. 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) (The Town Council moved on June 17, 2019 to postpone until the July 15, 2019, meeting)
23. 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) (The Town Council moved on June 17, 2019 to postpone until the July 15, 2019, meeting)
24. Certificates of Obligations, Series 2019- 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.
25. River Walk PID Bond Refunding- Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Special Assessment Revenue Refunding Bonds, Series 2019 (River Walk Public Improvement District No. 1), establishing parameters and delegating matters relating to the sale and issuance of said bonds to an authorized Town official; and approving and authorizing related agreements.
26. Strategic Planning Report- Consider adoption of the Town Council 2019 Strategic Planning Session Summary Report.

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.

1. Senate Bill 1152, relating to the payment of certain fees to municipalities by entities that provide telecommunications and cable or video services.

2. Lakeside Crossing 380 Agreement.

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: July 12, 2019, at 2:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: July 15, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on June 17, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting on June 17, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 17TH 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
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Wayne Olson	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Executive Director of Public Works
Andrea Roy	Director of Economic Development
Chuck Jennings	Director of Parks and Recreation
Brian Waltenburg	Assistant Director of Engineering
Blake Hummel	Senior Project Engineer
Matt Hotelling	Traffic Engineer
John Habern	Parks, Trails & Landscape Specialist
Chuck Jennings	Director of Parks and Recreation

A. CALL REGULAR MEETING TO ORDER

Mayor Dixon, assisted by Mayor for the Day Audrey Weidner, 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 Mark Sherrill gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

1. Certificate of Distinction - Audrey Weidner (Mayor for the Day)

Mayor Dixon presented Audrey Weidner with a Certificate of Distinction in recognition of her being Mayor for the Day.

2. Proclamation for National Parks and Recreation Month

Mr. Jennings introduced Parks and Recreation staff and provided background information about programs and services offered. Mayor Dixon recited the Proclamation and presented it to Mr. Jennings.

3. Presentation by Republic Services regarding current recycling market, impacts, challenges, and plan to address.

Jeri Harwell, Republic Services, Municipal Services Manager

Ms. Harwell gave a presentation identifying or noting:

- Changes in China regarding the acceptance of recycling
- Trends strain on existing model
- Recommended business model and durable recycling model
- Flower Mound recycle cost and request for the Town to bear ½ of the loss (\$1.58 per household)
- National survey regarding residential willingness to pay for recycling
- Testimonial of a resident
- Informing the public
- Public education (clean up the stream)
- Recycling simplified
- Measuring success
- Partners in recycling
- Interest in getting Council's okay to begin the auditing process

and she responded to the following questions from Council:

- Clarification regarding the cost to recycle
- Is recycling still practical
- What alternatives are on the horizon regarding trash disposal
- How many communities does Republic work with

and there was Council discussion regarding:

- If recycling continues to go up there may be push back on a national level regarding recycling and there may be an inability to recoup that cost
- Interest in getting reports where trends are being tracked

There was Council consensus to begin the auditing process as presented.

E. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 4100 Broadway	Strategic Planning Session
2.	Michael McDonald, 1420 Lakeside Pkwy	Business in support of Lakeside Center Class A building

F. ANNOUNCEMENTS

Councilmember Bumgarner extended a belated Happy Father's Day to all dads.

Councilmember Engel reported on awards the Communication Department received at the Texas Association of Municipal Officers Conference.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects
 - Windsor Drive roundabout connection
 - Upper Timber Creek Interceptor
 - Morriss Road improvements
2. Economic Development projects
 - New business openings

3. Legislative updates

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

4. Street name change for southern segment of Long Prairie Road (FM 2499)

Mr. Stathatos provided background information for the street name change proposal and how there is public interest in changing that segment of Long Prairie back to International Parkway.

and he responded to the following questions from Council:

- Clarification regarding what portion of Long Prairie
- What would the impact be on existing businesses
- What would the cost be to change the name

There was Council consensus to proceed with the process to initiate the name change, particularly if the focus is on attracting corporate businesses, including Class A.

H. FUTURE AGENDA ITEMS

1. Councilmember Engel pointed out that because of action taken by the Texas Legislature with respect to new limits on property tax revenues, the Town needs to look at ways to reduce expenses. He indicated interest in having a future agenda item to discuss the All City Management Services (ACMS) crossing guard contract.

Chief Kancel or Mr. Stathatos responded to the following questions from Council:

- Cost for the Town to run the crossing guard program
- Is there another company besides ACMS that could provide these services

Councilmember Engel pointed out that July 15th might be too late to include it as an agenda item given the required notification process, etc.

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

Councilmember Bumgarner reported that there is interest by the Parks Board to discuss various topics.

Mayor Dixon pointed out the Parks Board has requested a joint work session with Council for the past couple of months and the Chair was told that Council will be talking about their input at the Strategic Planning Session.

I. COORDINATION OF CALENDARS

Mayor Dixon announced the following upcoming meetings:

- Strategic planning session scheduled for Friday, June 21
- A regular meeting scheduled for Monday, July 15

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on June 3, 2019.
2. 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. Item 3 moved from consent to regular.
4. 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. 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. 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.

ORDINANCE NO. 23-19

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.

7. 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.

Mayor Pro Tem Sharma moved to approve by consent Items 1 - 2; 4 - 7 as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

Council Discussion

Councilmember Engel pointed out the typo on the contract for item 4 in that it referenced Precinct 1 and not Precinct 4.

Mayor Dixon stated that the correction has been made and the executed copy will reflect Precinct 4 and not Precinct 1.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

K. REGULAR ITEMS

3. 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.

Staff Presentation

Ms. Wallace provided background information regarding the item and she responded to questions from Council regarding:

- What would happen if there were changes made based on direction at the SPS

Councilmember Pierson moved to approve Item 3 as presented in the agenda caption. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

8. 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.

Staff Presentation

Mr. Waltenburg gave a presentation identifying or noting:

- Project overview
- Costs and funding
- Purpose

and he responded to the following questions from Council:

- When was the condition of the collector discovered

Mayor Pro Tem Sharma moved to approve Item 8 as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

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

9. 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.)

Staff Presentation

Mr. Waltenburg gave a presentation identifying or noting

- Project scope and layout
- Project timeline

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

- Clarification regarding the time line and projected cost of construction

and Mr. Hummel continued the presentation identifying or noting:

- Traffic study results
- Resident questions/concerns
- Flower Mound benefits
- Transportation Commission questions/concerns

and he, Mr. Waltenburg, Mr. Hotelling, or Chief Greaser responded to the following questions from Council:

- If the traffic numbers are based on the model
- Is the majority of the traffic change connected to the school or office timings
- Clarification regarding
 - o school hours
 - o the swings in the average daily trips and where it will really end up
 - o input from the schools (Downing Middle and Flower Mound Elementary) and any associated benefits that the roundabout would offer
- If people are using the alley as a short cut, what are the enforcement options
- Route options (today and in the future if approved)
- What was the feedback from LISD
- If the connection is done would the coverage maps for Fire Station #1 and #4 be adjusted (given it would be faster to get from Bridlewood Station #4 to this area), and what would the impact be for the homes in the area
- Is there a new fire station coming on line at the River Walk
- What is the objective data to support it is a health and safety concern with respect to response times
- What is the ideal response time and is the Town within those standards
- What is the national emergency response time
- What is the distance from the school to the roundabout

and there was Council discussion regarding:

- Signage that the school has put in place regarding no right turn
- There are four houses that have a West Windsor address
- How the connection is about the health, safety, and welfare of the citizens

- How this situation is similar to the conversation about five years ago when the Mulberry connection was discussed - It was noted that the neighborhood at that time said they did not want it, and later they came forward and did want it
- How if the Town can improve its response time in saving a house from burning or someone's life it's worth it
- How there are a lot of unknowns about the use of the roundabout but the models appear to serve as a benefit for the community
- How when you move in to a community you accept the limitations and you learn to adjust your lifestyle to suit the community (i.e aware of emergency response times)
- Background information regarding the existing stub out and how it was designed that way in preparation for future development
- How the previous Council has already spent money toward making this connection
- The roundabout was planned in case there is a connection and it's a perfect match up
- Consideration needs to be given to the students at the school and how the connection will allow for quicker emergency assistance
- Town leaders need to be looking at things like this that help mobility and safety
- People complain about a lot of traffic at peak hours on 2499 and 1171 and this is an opportunity where you can get a lot of people that don't have to get on those roads to cross within the subdivision
- There was a similar connection in Lake Forest where people didn't want it citing traffic, crime, and house values impacted, and none of those three things came true and now those same people are using the bridge to get to the park
- Concerns about maneuverability for the fire trucks (given there are cars parked alongside the road) and how the roundabout would not solve that so perhaps some signage can be put up too
- Would like staff to get input from the neighbors and the school relative to where signs are needed
- The back alley needs to be looked at by law enforcement if people are driving 30 mph through there

This item was not an official Public Hearing; however, Mayor Dixon treated it as such and opened the Public Hearing at 7:30 p.m.

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

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Heath Kendrick, 4320 Hillshire Ct	Pauline Drewry, 2912 Windsor*	None
	Cecil Drewry, 2912 Windsor	

*submitted a card but did not speak

Mayor Dixon closed the Public Hearing at 7:35 p.m.

Deputy Mayor Pro Tem Forest moved to approve as presented in the agenda caption, and including additional safety improvements such as road signs and flashers as the public works department deems necessary. Councilmember Sharma seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL

NAYS: PIERSON

10. 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.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Chapter 380 Agreement Background
- Purpose of the request
- Lakeside Center decel lane
- What the change entails

and she responded to the following questions from Council:

- Clarification regarding:
 - o funding source of \$50,000
 - o what does outside the boundary mean
 - o is it a grant or a loan
- Whether someone from the Town verified whether the waste water element is needed or not

There was Council discussion regarding:

- How the decal lane helps to keep traffic moving

Mayor Pro Tem Sharma opened the Public Hearing at 9:07 p.m. No one spoke in support or opposition. Mayor Pro Tem Sharma closed the Public Hearing at 9:07 p.m.

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

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

11. 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)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location of the site
- Land use and zoning
- Exceptions request (topographical slope)
- Site plan/Landscape plan
- Traffic impact analysis

and she responded to the following questions from Council:

- Clarification that the area being looked at is just for the slope protection and around the pond
- Did the location of the detention pond change from what was initially presented

Applicant Presentation

Scott Minnis, G & A Consultants/McAdams, 111 Hillside Dr, Lewisville, Tx

Mr. Minnis responded to the following questions from Council:

- Clarification regarding what the colors mean on the exception map
- Define what is meant by impact
- What type of pond (dry or wet/detention or retention)
- Will there be flooding issues for the surrounding property if the slope is taken away
- How will the water flow and what direction is it flowing now
- Is there an impact on the existing specimen trees

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

VOTE ON MOTION:

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

Motion passed

12. 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.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Background information (approvals and revisions)

and she responded to the following questions from Council:

- Clarification regarding:
 - o nothing else is changing other than the amount and the assignment
 - o the functionality of the agreement

- what are the consequences should the developer go into default

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

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

13. 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.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Background and details
- Current request

and she responded to the following questions from Council:

- What form of the proof of contract for architectural services take

And there was Council discussion noting that this should be the last extension for this project.

Mayor Dixon opened the Public Hearing at 9:29 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 9:29 p.m.

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

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

14. 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)

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

Staff Presentation

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

- General and detailed location

- Land use and zoning
- Site photographs
- Approved concept plan
- Special use permit exhibit
- Site plan
- Landscape plan
- Elevations
- Renderings

and she responded to the following questions from Council:

- Where is the Class A office in Lakeside in comparison to this location
- Request for a summary of the changes
- What is the elevation on the conceptual drawing
- What was the intent for the second story of the original concept

Mr. Stathatos pointed out there needs to be a discussion on square footage as well, particularly because the project includes an incentive agreement.

and there was Council discussion regarding:

- Vision for along FM 2499 (and not single story retail along the frontage)
- If the developer wants to do a single story building, they need to make it look like a two-story
- What is being presented is not part of the original concept plan
- How what is presented feels like a strip mall
- Traffic concerns
- The kind of retail is different with just a strip center versus those with an office component
- How this is one of those situations that differentiates the developer from Council
- If the conceptual plan is not an option the ball goes back in the developers court as to how they wish to proceed
- Options are to make it look like a two-story or build it for office
- The deal breaker is the perception of a one story use
- How the initial building looks like it's part of the neighborhood, but the new concept looks too much like a strip mall and it's not unique and different
- The initial conceptual elevation looks like it's multi-use

Applicant Presentation

Troy Lewis, Newstream Construction, 311 S Oak St, Roanoke, TX

Mr. Lewis responded to the following questions from Council:

- What was the motivation for not doing two stories
- Where will the restaurants on the property will be located
- Is there a way to make the elevation appear to have two stories (more glass, etc.)
- What is the height variation from the back

Deputy Mayor Pro Tem Forest moved to postpone item 14 to July 15, 2019, including the public hearing. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

15. 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)

Deputy Mayor Pro Tem Forest moved to postpone item 15 to July 15, 2019, including the public hearing. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed (to postpone)

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

16. 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)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site photographs, including the area of focus for the improvements
- Conceptual landscape plan
- Approved landscape plan and proposed landscape plan

and she, or Ms. Roy, responded to the following questions from Council:

- Background information regarding the proposed incentive for the soccer field initially

Applicant Presentation

Dan Milner, Kimley-Horn, Dallas, TX

Mr. Milner responded to the following questions from Council:

- Are the employees aware they will be losing their soccer field
- Will what is planned be accommodating for future growth

and there was Council discussion about how Stryker is an outstanding partner in the community and pleased that they are doing well.

Mayor Dixon opened the Public Hearing at 10:12 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 10:12 p.m.

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

ORDINANCE NO. 24-19

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.

VOTE ON MOTION:

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

Motion passed

17. 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

Staff Presentation

Mr. Habern gave a presentation identifying or noting:

- Correspondence from Bella Strata neighborhood (letter of support)
- Property details
- Lakewood proposal
- Town trail plan
- Magnolia court improvements request summary

and he, Mr. Dalton, Mr. Jennings, or Ms. Wallace, responded to the following questions from Council:

- Clarification regarding:
 - o is the Town really just getting a 250' path through Bella Strata to connect the trail
 - o public access and who benefits
 - o will the HOA have concerns about the public access component
 - o if the Town doesn't approve this, then the developer will need to pay park fees, and what is that amount
- where would someone park to access the trail if they don't live in the neighborhood
- has staff looked at the cost estimates and what is the verification process

Applicant Presentation

Heath Kendrick, 5301 Alfa Rd, Ste 24, Dallas, TX

Mr. Kendrick gave a presentation identifying or noting:

- Overall site
- Background information
- Improvements
- Character pictures to demonstrate what is anticipated for the area
- Park fees and what is being requested by the developer
- What is the cost just for the trail connection into Bella Strata

and he responded to the following questions from Council:

- What would happen if not approved

and there was Council discussion regarding:

- For the money it's not necessarily a terrible deal for the Town as it's nice amenity and will look nice as opposed to just a flat field out there
- Concerns regarding the \$138,000 price tag, and while the added features are nice, they don't seem to be a justified investment
- If \$138,000 is given back to them, that's \$138,000 the Town has to come up somewhere else for a park project

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

The motion failed due to lack of a second.

Councilmember Pierson moved to deny item 17 as presented. Councilmember Bumgarner seconded the motion.

VOTE ON MOTION:

AYES: PIERSON, ENGEL, SHARMA, BUMGARNER

NAYS: FOREST

Motion passed (to deny)

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

No action taken.

M./N. CLOSED/OPEN MEETING

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

- a. Consultation with Attorney.
- 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.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 10:49 p.m. on Monday, June 17, 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: July 15, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from the strategic planning session held on June 21, 2019.

BACKGROUND INFORMATION: The Town Council held a strategic planning session held on June 21, 2019.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:	Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

THE FLOWER MOUND TOWN COUNCIL STRATEGIC PLANNING SESSION HELD ON THE 21ST DAY OF JUNE, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD, IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 4:00 P.M.

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

The Town Council met in a strategic planning session with the following members present:

Steve Dixon	Mayor
Sandeep Sharma	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Jim Pierson	Councilmember Place 1
Ben Bumgarner	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Jimmy Stathatos	Town Manager
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
Andrea Roy	Director of Economic Development
JP Walton	Assistant to the Town Manager
Andy Kancel	Police Chief
Matt Hoteling	Traffic Engineer
Eric Greaser	Fire Chief
Matt Hotelling	Traffic Engineer
Matt Woods	Director of Environmental Services
Brian Waltenburg	Assistant Director of Engineering – Capital Projects
Clay Riggs	Assistant Director of Public Works
Bob Pegg	Assistant Director of Engineering – Engineering Services
Chuck Jennings	Director of Parks and Recreation

I. CALL STRATEGIC PLANNING SESSION TO ORDER

Mayor Dixon called the strategic planning session to order at 4:03 p.m.

II. AGENDA ITEMS

Presentation and discussion of the Town's Strategic Plan including discussion of objectives, action items, targets, and performance for the goals of:

Mr. Stathatos summarized the purpose of the SPS and noted that items will be heard in the order noted in the packet.

There was a staff presentation and/or discussion on the following topics, which included direction from Council as warranted.

- 1) Safety and Security

- 2) First Rate Infrastructure
- 3) Financial Soundness and Operational Excellence
- 4) Superior Quality of Life
- 5) Dynamic Economic Environment
- 6) Regional Cooperation
- 7) Community Engagement
- 8) Quality Workforce

with additional discussion and direction regarding:

Item	Topic	Department/Division	Notes
1.	Utility Mailer	Communications	Discuss transparency by including a status update of certain items in the utility mailer
2.	Town Website	Communications	Review the Town's website design
3.	Development Notifications	Development	Discuss the development notification process for residents
4.	Public Works Notifications	Public Works	Discuss the Public Works notification process for residents
5.	Public Notice Signage	Development	Review the Town's public notice signage as it relates to size and placement
6.	Review our Benchmark Cities	Town Manager's Office	Review and update the Town's Benchmark Cities
7.	Summary Page for Certain Items	Town Manager's Office	Discuss having a summary page on certain Council items
8.	Impacts of SB2	Financial Services	Discuss the impacts of Senate Bill 2 on the Town
9.	Debt Discussion	Financial Services	Discuss Town Council views of adding debt
10.	Parks Board Input	Parks & Recreation	Discuss the Parks Board input topics
11.	Increased Homestead Exemption/Rate Reduction	Financial Services	Discuss increasing the homestead exemption or reducing the property tax rate if the Town is over the revenue cap
12.	Reducing Expenses (i.e. Cancelling ACMS Contract)	Financial Services	Discuss reducing expenses, expectations for the M&O budget, and cancelling the ACMS contract
13.	How to Increase Town Revenue	Financial Services	Discuss ways to increase Town revenue in light of the property tax revenue cap

Item	Topic	Department/Division	Notes
14.	Operational Audit of Financial Processes	Financial Services	Discuss inviting a local auditor in for a second opinion on our budgeting and financial practices
15.	Performance Appraisal Merit System	Human Resources	Discuss the creation of a Performance Appraisal Merit System with annual reviews that rewards high achievers
16.	Cultural Arts Center	Town Manager's Office	Discuss the potential construction of a Cultural Arts Center
17.	CIP - Required vs Desired	Public Works	Conduct a general CIP review discussion to include projects that are required versus desired
18.	Economic Development Process Presentation	Economic Development	Presentation on the Economic Development process
19.	Review Economic Development Marketing	Economic Development	Review of Economic Development marketing
20.	Tax Increment Reinvestment Zone #2 Request	Economic Development	Discuss the feasibility of the Tax Increment Reinvestment Zone #2 request
21.	Transportation Model Update/Traffic Signal Re-Timing	Public Works	Presentation and discussion on the transportation model update and traffic signal re-timing
22.	Review of the Town's Thoroughfare Plan	Public Works	Review the Town's Thoroughfare Plan to identify possible short gaps
23.	Smart City Transportation Technology	Public Works	Presentation and discussion on Smart City Transportation Technology to include traffic monitoring devices
24.	Turn Lane Project at FM 3040/FM 2499	Public Works	Discuss adding a turn lane project at FM 3040 and FM 2499 to the CIP
25.	Shiloh Road Improvements	Public Works	Discussion regarding possible future Shiloh Road improvements
26.	Perimeter Fence Standards	Development	Discuss perimeter fence standards and options to address the issue of maintenance and repair
27.	Neighborhood and Home Improvement Programs	Development	Discuss neighborhood and home improvement programs to increase home values

Item	Topic	Department/Division	Notes
28.	Short Term Rentals	Development	Discuss an ordinance regarding short term rentals
29.	Development Process Presentation	Development	Presentation of the development process
30.	Limited Residential	Development	Discuss the definition of Limited Residential for Campus Commercial located in the Lakeside Business District
31.	Master Plan Study of Infill Locations	Development	Discuss performing a master plan study of infill locations
32.	Development Fee Structure Review	Development	Discuss the Town's development fee structure
33.	Development Code Amendments	Development	Discuss potential development code amendments
34.	Dockless Electric Scooters	Town Manager's Office	Discuss regulating or banning the use of dockless electric scooters within Town limits
35.	Building Code	Development	Review the Town's building code and to consider adopting updated codes
36.	Review the Tree Ordinance	Development	Review the tree ordinance to clarify when specimen trees are identified, and when they should be considered/submitted for removal

A strategic planning session report is scheduled to come forward for Council approval in August. Once adopted by Council the report will be posted on the Town Council section of the Town's website with [previous reports](#) (bottom of the page).

III. ADJOURN PLANNING SESSION

Mayor Dixon adjourned the strategic planning session at 11:21 p.m. on June 21, 2019 and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: July 15, 2019

FROM: Kay Wilkinson, Budget Officer

ITEM: Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2018, and ending on September 30, 2019, as adopted by Ordinance No. 30-18 and amended by Ordinance No. 39-18 for adjustments to the General Fund, Technology Replacement Fund and Tree Preservation Fund.

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

This budget amendment includes adjustments to the General Fund, Technology Replacement Fund and Tree Preservation Fund. General Fund revenues will increase by \$17,765 from \$66,191,583 to \$66,209,348. General Fund expenditures will increase by \$22,965 from \$68,980,265 to \$69,003,230. Technology Replacement Fund expenditures will increase by \$50,000 from \$277,000 to \$327,000. Tree Preservation Fund expenditures will increase by \$200,000 from \$192,975 to \$392,975.

In the General Fund, Legislative Services expenditures will increase by \$5,200 from \$485,725 to \$490,925. Town of Flower Mound voters approved a \$300 monthly stipend for the Mayor and a \$200 monthly stipend for each council member in the May 2019 election. The stipend was implemented immediately and will be paid four times in the FY 2018-2019 fiscal year.

Also included in the General Fund are two donations from the SIMS Advisory Board. The board donated funds to purchase a new oven for the Senior Center. The previous oven would not maintain a proper temperature and needed to be replaced. The SIMS board also donated funds to supplement the cost of the new sound system at the Senior Center. The Town budgeted \$35,000 for the system. The SIMS board donated the additional funds that were needed. As a result of the donation, the Parks and Recreation Services expenditures budget will increase from \$8,264,302 to \$8,282,067.

In the Technology Replacement Fund, expenditures will increase by \$50,000 from \$277,000 to \$327,000 for the purchase of a Power Edge Server. Three years ago, the IT department implemented a Nutanix hyper-converged technology system to house the Town's Hyper-V virtual server inventory. Unfortunately, the Town's Nutanix virtual server hardware failed and needed to be replaced. Town Council approved the server replacement on the April 15, 2019 agenda.

In the Tree Preservation Fund, expenditures will increase by \$200,000 from \$192,975 to \$392,975. \$100,000 will be transferred to the Fire Station 7 CIP project to replant trees between the station and Coram-Deo Academy at the school's request. The additional \$100,000 will be transferred to the Library Expansion CIP project for trees, irrigation landscaping.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$255,200

Proposed Revenue:	Account Number(s):
\$ 17,765	100-4720 Contributions/ Memorials
<u>\$ 17,765</u>	
Proposed Expenditure:	Account Number(s):
\$ 5,200	100-610-10250-5110 Legislative Services
17,765	100-630-34300-6120 Parks and Recreation Services
200,000	311-460-36000-5220 Environmental Services
50,000	567-270-84510-2020 Technology Replacement
<u>\$ 272,965</u>	

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

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

ATTACHMENTS:

1. Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2018, AND ENDING ON SEPTEMBER 30, 2019, AS ADOPTED BY ORDINANCE NO. 30-18 AND AMENDED BY ORDINANCE NO. 39-18, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, TECHNOLOGY REPLACEMENT FUND, AND TREE PRESERVATION FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, said Annual Budget was amended by Ordinance No. 39-18 on December 17, 2018; and,

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

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

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019, as heretofore adopted by Ordinance No. 30-18 and amended by Ordinance No. 39-18, is hereby amended to provide for adjustments to the General Fund, Technology Replacement Fund, and Tree Preservation Fund, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"

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

REASON FOR ADJUSTING THE GENERAL FUND APPROPRIATION:

In the General Fund, revenues will increase by \$17,765 from \$66,191,583 to \$66,209,348 and expenditures will increase by \$22,965, from \$68,980,265 to \$69,003,230. Included in the General Fund expenditures is \$5,200 for Legislative Services for the new monthly Mayor and Council stipend approved by voters in May 2019. \$17,765 is also included in Parks and Recreation Services expenditures to account for SIMS Auxiliary donations. SIMS donated funds to purchase a new oven for the Senior Center and supplemented the budget for the Senior Center's new sound system. The revenues in the General Fund will increase by \$17,765 due to the SIMS donation.

General Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Taxes	\$ 54,769,342	\$ 54,769,342	\$ 54,769,342	\$ -
Charges for services	3,062,000	3,062,000	3,062,000	-
Licenses and permits	2,603,550	2,603,550	2,603,550	-
Fines and forfeits	1,222,835	1,222,835	1,222,835	-
Investment earnings	120,000	120,000	120,000	-
Intergovernmental Revenue	807,707	895,811	895,811	-
Other revenue	3,518,045	3,518,045	3,535,810	17,765
Total	\$ 66,103,479	\$ 66,191,583	\$ 66,209,348	\$ 17,765
Expenditures:				
Town Manager's Office	\$ 1,697,270	\$ 1,769,770	\$ 1,769,770	\$ -
Legislative Services	485,725	485,725	490,925	5,200
Development Services	2,092,440	2,092,440	2,092,440	-
Parks and Recreation Services	8,264,302	8,264,302	8,282,067	17,765
Library Services	1,781,570	1,781,570	1,781,570	-
Police Services	15,433,897	15,692,347	15,692,347	-
Financial Services	3,669,149	3,741,949	3,741,949	-
Administrative Services	6,601,334	6,852,505	6,852,505	-
Fire and Emergency Services	16,145,597	16,145,597	16,145,597	-
Communications	726,680	726,680	726,680	-
Non-Departmental Services	4,562,065	4,562,065	4,562,065	-
Public Works	5,228,290	5,303,290	5,303,290	-
Environmental Services	1,562,025	1,562,025	1,562,025	-
Total	\$ 68,250,344	\$ 68,980,265	\$ 69,003,230	\$ 22,965

EXHIBIT "A"

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

**REASON FOR ADJUSTING THE TECHNOLOGY REPLACEMENT FUND
APPROPRIATION:**

In the Technology Replacement Fund, expenditures will increase by \$50,000, from \$277,000 to \$327,000; to account for the purchase of a power edge server. Three years ago, the IT department implemented a Nutanix hyper-converged technology system to house the Town's Hyper-V virtual server inventory. Unfortunately, the Town's Nutanix virtual server hardware failed and needed to be replaced. Town Council approved the server replacement on the April 15, 2019 agenda.

<u>Technology Replacement Fund</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>(Decrease)</u>
Expenditures:				
Technology Replacement	\$ 277,000	\$ 277,000	\$ 327,000	\$ 50,000
Total	\$ 277,000	\$ 277,000	\$ 327,000	\$ 50,000

REASON FOR ADJUSTING THE TREE PRESERVATION FUND APPROPRIATION:

In the Tree Preservation Fund, expenditures will increase by \$200,000 from \$192,975 to \$392,975. \$100,000 will be transferred to the Fire Station 7 CIP project to replant trees between the station and Coram-Deo Academy at the school's request and \$100,000 to the Library Expansion CIP project for trees, irrigation and landscaping.

<u>Tree Preservation Fund</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase / (Decrease)</u>
Expenditures:				
Environmental Services	\$ 110,460	\$ 110,460	\$ 310,460	\$ 200,000
Park Services	82,515	82,515	82,515	-
Total	\$ 192,975	\$ 192,975	\$ 392,975	\$ 200,000



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: July 15, 2019

FROM: David Bauer, Construction Manager

ITEM: **Consider approval of Change Order No.1 for the Town Hall project, to the Construction Agreement with Steele Freeman Inc., in the amount of \$40,085.73; and authorization for the Mayor to Execute same on behalf of the Town.**

BACKGROUND INFORMATION: On June 5th 2017, Town Council approved a construction contract with Steele Freeman Inc. to render Construction Manager at Risk (CMaR) services to oversee construction of the Town Hall. This project consists of a 45,734 sq. foot building, with associated site improvements and infrastructure, on approximately 3 acres located on the SW corner of Cross Timbers Road and Morriss Road.

Change Order No.1 provides for additional services rendered to complete the Town Hall project. The work consisted of modifications to the design and all related infrastructure.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$40,085.73

Proposed Expenditure/(Revenue):	Account Number(s):
\$40,085.73	533-111-62017

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No.1
2. Change Order Detail

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



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)

Town Hall Facility
2121 Cross Timbers Road
Flower Mound, Texas 75028

CONTRACT INFORMATION:

Contract For: General Construction
Date: December 15, 2016

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date: June 21, 2019

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

Oxley Williams Tharp Architects
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

CONTRACTOR: (Name and address)

Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Refer to attached Exhibits A, B, C and D

The original Guaranteed Maximum Price was	\$ 12,796,695.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 12,796,695.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 40,085.73
The new Guaranteed Maximum Price including this Change Order will be	\$ 12,836,780.73

The Contract Time will be increased by Thirty-Two (32) days.

The new date of Substantial Completion will be March 22, 2019 per Exhibit A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Oxley Williams Tharp Architects

ARCHITECT (Firm name)

SIGNATURE

Andrew Oxley, Principal

PRINTED NAME AND TITLE

6.25.2019

DATE

Steele & Freeman, Inc.

CONTRACTOR (Firm name)

SIGNATURE

Michael D. Freeman, President

PRINTED NAME AND TITLE

DATE

Town of Flower Mound

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE


Steele-Freeman, Inc.
Construction Managers

1301 Lawson Road

Fort Worth, Texas

Ph.: 817-232-4742 Fax: 817-232-9113

Owner's Betterment Revision Request

 Owner
 Architect
 Contractor
 Field
 Other

OBRR Application No: 0001
Date: 06/11/2019

Project:

 SFI Job No.: 4919-6
 Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

Architect:

 Project No.:
 Oxley Williams Tharp Architects
 509 Pecan St., Suite 100
 Fort Worth, TX 76102

Owner:

 Town of Flower Mound
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

The Owner's Betterment Revision Request as follows:

Refer to attached Exhibits A,B,C,&D

Total Owner's Betterment:	\$ 315,935.00
The net change by previously authorized OBRR:	\$ -
The Owner's Betterment prior to this OBRR:	\$ 315,935.00
The Owner's Betterment will be ____increased / ____decreased by this OBRR in the amount of:	\$ 356,020.73
The new remaining balance of Owner's Betterment including this OBRR:	\$ (40,085.73)

THIS OBRR GRANTS APPROVAL OF A 32 DAY TIME EXTENSION TO THE CONTRACT.
THE NEW CONTRACTUAL COMPLETION DATE PER EXHIBIT "A" IS: March 22, 2019

 OWT Architects
 Architect

 Steele-Freeman, Inc.
 Construction Manager

 Town of Flower Mound
 Owner

Signature

Signature

Signature

By

By

By

Date

Date

Date



Steele-Freeman, Inc.

Construction Managers

1301 Lawson Road

Fort Worth, Texas

Ph.: 817-232-4742 Fax: 817-232-9113

Exhibit "A"

OBRR Application No: 1

Date: 06/11/2019

SFI RFCO #	Description	Amount
0005	Credit to HDPE Hiny Hiders Ceiling Hung Toilet Partitions	-\$337.00
0006	ASI No. 003 - MEP, Utility, Elevator & Wall Reconfigurations	\$29,538.53
0007	ASI No. 004 - MEP, Structural, Glass & Glazing and Wall & Ceiling Reconfigurations	\$20,763.46
0009	ASI No. 005 - MEP, Structural, Civil (Storm Drain Plan), Ceiling Reconfigurations	\$24,649.87
0010	RFI No. 037 - Utilize 18" O.C. ILO 24" O.C. as indicated by C6.00	\$7,394.53
0011	ASI No. 006 - Drywall, Millwork, MEP, Structural Steel, Interior Signage, Terrazzo, Fire Sprinkler Systems, Roofing & Landscape/Irrigation	\$88,016.97
0012	3 December 2017 - Weather Notification Request	
0014	Closed-Cell Sprayed-Foam Insulation ILO Batt Insulation @ Exterior Walls	\$21,277.45
0015	1 February 2018 - Weather Notification Request	
0016	Pier Reconciliation	\$31,753.16
0017	RFI No. 089 - Drywall Topping Out Credit @ High Roof Locations	-\$5,048.09
0019	Appliances - Allowance Reconciliation	\$1,559.34
0020	ASI No. 007 - Wall & Ceiling Reconfigurations, Data Rough-In, Plumbing, Electrical and Millwork Adjustments	\$7,269.30
0021	RFI No. 096 - Electrical Room Door Swings	\$5,450.55
0022	ASI No. 008 - Doors/ Frames/ Hardware, Wall & Ceiling Reconfigurations, Landscaping, Electrical & Plumbing	\$10,351.54
0024	RFI No. 30 - Porch Slab Details	\$16,152.46
0025	ASI No. 009 - Millwork, VCT, vs. Sealed Concrete, Electrical A/V Rough-In Clarifications	\$8,481.09
0026	RFI No. 107 - Dampproofing to Storage Rm 199	\$2,620.73
0027	ASI No. 010 - Drywall Demo & Reconfiguration, Electrical - Power & Lighting	\$628.85
0028	ASI No. 011 - Drywall Wall & Ceiling Reconfigurations @ 2nd Floor Sound Studio & Accounting Open Office	\$3,332.25
0029	RFI No. 143 - Room 266 Transom System Addition for Lighting	\$4,242.70
0030	2 June 2018 - Weather Notification Request	
0031	PreAction Fire Protection System & RFI No. 152 - Rm 239 Server Room Wall Type	\$13,159.98
0032	Temp. HVAC for Bldg Allowance	-\$60,086.00
0033	VoIP for Phone Line Controller @ Elevator	\$2,177.18
0034	Acceleration for Main Entry Drive Replacement	\$15,774.52
0035	Pre-Finished Placard Trim @ Council Chamber Desks	\$4,663.93
0036	Credit for Panels below Countertop @ Council Chamber Desks	-\$7,386.00
0037	Add 2 1" RPZ Assemblies to Domestic Water Fountain Features	\$933.80
0041	ASI No. 014 - Added Terrazzo Base @ Stair #2; Additional Break Metal @ Stair #2 Wall Cavity; Gate @ South Fountain Feature	\$15,189.48
0042	5 August 2018 - Weather Notification Request	
0043	11 September 2018 - Weather Notification Request	
0044	10 October 2018 - Weather Notification Request	
0045	Traffic-Rated Bollards	\$20,205.61
0046	ASI No. 015 - Added Motorized Dampers, Chilled-Water Bypass	\$4,000.12
0048	RFI No. 46 & 56 - Concrete Reinforcement for 2(ea) Chiller Pads and 1(ea) Generator Pad	\$2,593.61
0051	Dias Seating Walls - Drywall for Bulletproof Panels	\$1,281.00
0052	Elevator Cab Height Adjustment	\$5,100.00
0053	Additional Fire Alarm Annunciator Panel as Requested by ToFM Fire Marshal	\$1,288.00

0054	Lower AC-1 to be Relocated to Below Ceiling	\$9,527.81
0056	Blackout Shades @ Pre-Council and Mayor's Office	\$4,547.20
0057	WO#18 - RFI No. 126 - Added FurrDown @ Rm 241 for Ductwork too Low	\$729.00
0058	RFI No. 138 - Lower Ceiling Grid 6"	\$690.00
0060	RFI No. 068 - 2nd Floor Mesh @ Terrazzo Locations	\$508.02
0062	Additional Shade for Utility Billing and Fascia Piece	\$601.90
0063	Additional Layer of Peel n Stick Flashing	\$24,411.00
0066	RFI No. 095 - Cast Stone Banding Support	\$2,226.00
0067	ToFM Crate Rental Reimbursement	-\$6,471.50
0070	Credit for un-Utilized Wheel Stops in Phase 2 Parking	-\$930.00
0072	Credit for Alt. 2 - Ceiling Hung Toilet Partitions	-\$3,300.00
0073	Add for 2" Additional Concrete @ Southwest Area Paving next to Dumpster Enclosure	\$6,359.10
0077	Landscape Screening for Fleet Vehicles	\$20,129.28
	32 DAY TOTAL TIME EXTENSION GRANTED. NEW CONTRACTUAL	
	COMPLETION DATE OF March 22, 2019 APPROVED	
The Owner's Betterment will be decreased by this OBRR in the amount of:		\$ 356,020.73

PC No.	Description	Total Cost	Total Days Added
5	Credit to HDPE Hiny Hiders Ceiling Hung Toilet Partitions	-\$337.00	0
6	ASI No. 003 - MEP, Utility, Elevator & Wall Reconfigurations	\$29,538.53	0
7	ASI No. 004 - MEP, Structural, Glass & Glazing and Wall and Ceiling Reconfigurations	\$20,763.46	0
9	ASI No. 005 - MEP, Structural, Civil (Storm Drain Plan), Ceiling Reconfigurations	\$24,649.87	0
10	RFI No. 037 - Utilize 18" O.C. ILO 24" O.C. as indicated by C6.00	\$7,394.53	0
11	ASI No. 006 - Drywall, Millwork, MEP, Structural Steel, Interior Signage, Terrazzo, Fire Sprinkler Systems, Roofing & Landscape/Irrigation	\$88,016.97	0
12	December 2017 - Weather Notification Request		3
14	Closed-Cell Sprayed-Foam Insulation ILO Batt Insulation @ Exterior Walls	\$21,277.45	0
15	February 2018 - Weather Notification Request		1
16	Pier Reconciliation	\$31,753.16	0
17	RFI No. 089 - Drywall Topping Out Credit @ High Roof Locations	-\$5,048.09	0
19	Appliances - Allowance Reconciliation	\$1,559.34	0
20	ASI No. 007 - Wall & Ceiling Reconfigurations, Data Rough-In, Plumbing, Electrical and Millwork Adjustments	\$7,269.30	0
21	RFI No. 096 - Electrical Room Door Swings	\$5,450.55	0
22	ASI No. 008 - Doors/ Frames/ Hardware, Wall & Ceiling Reconfigurations, Landscaping, Electrical & Plumbing	\$10,351.54	0
24	RFI No. 30 - Porch Slab Details	\$16,152.46	0
25	ASI No. 009 - Millwork, VCT, vs. Sealed Concrete, Electrical A/V Rough-In Clarifications	\$8,481.09	0
26	RFI No. 107 - Dampproofing to Storage Rm 199	\$2,620.73	0
27	ASI No. 010 - Drywall Demo & Reconfiguration, Electrical - Power & Lighting	\$628.85	0

28	ASI No. 011 - Drywall Wall & Ceiling Reconfigurations @ 2nd Floor Sound Studio & Accounting Open Office	\$3,332.25	0
29	RFI No. 143 - Room 266 Transom System Addition for Lighting	\$4,242.70	0
30	June 2018 - Weather Notification Request		2
31	PreAction Fire Protection System & RFI No. 152 - Rm 239 Server Room Wall Type	\$13,159.98	0
32	Temp. HVAC for Bldg Allowance	-\$60,086.00	0
33	VoIP for Phone Line Controller @ Elevator	\$2,177.18	0
34	Acceleration for Main Entry Drive Replacement	\$15,774.52	0
35	Pre-Finished Placard Trim @ Council Chamber Desks	\$4,663.93	0
36	Credit for Panels below Countertop @ Council Chamber Desks	-\$7,386.00	0
37	Add 2 1" RPZ Assemblies to Domestic Water Fountain Features	\$933.80	0
41	ASI No. 014 - Added Terrazzo Base @ Stair #2; Additional Break Metal @ Stair #2 Wall Cavity; Grate @ South Fountain Feature	\$15,189.48	0
42	August 2018 - Weather Notification Request		5
43	September 2018 - Weather Notification Request		11
44	October 2018 - Weather Notification Request		10
45	Traffic-Rated Bollards	\$20,205.61	0
46	ASI No. 015 - Added Motorized Dampers, Chilled-Water Bypass	\$4,000.12	0
48	RFI No. 46 & 56 - Concrete Reinforcement for 2(ea) Chiller Pads and 1(ea) Generator Pad	\$2,593.61	0
51	Dias Seating Walls - Drywall for Bulletproof Panels	\$1,281.00	0
52	Elevator Cab Height Adjustment	\$5,100.00	0
53	Additional Fire Alarm Annunciator Panel as Requested by ToFM Fire Marshal	\$1,288.00	0
54	Lower AC-1 to be Relocated to Below Ceiling	\$9,527.81	0
56	Blackout Shades @ Pre-Council and Mayor's Office	\$4,547.20	0

57	WO#18 - RFI No. 126 - Added FurrDown @ Rm 241 for Ductwork too Low	\$729.00	0
58	RFI No. 138 - Lower Ceiling Grid 6"	\$690.00	0
60	RFI No. 068 - 2nd Floor Mesh @ Terrazzo Locations	\$508.02	0
62	Additional Shade for Utility Billing and Fascia Piece	\$601.90	0
63	Additional Layer of Peel n Stick Flashing	\$24,411.00	0
66	RFI No. 095 - Cast Stone Banding Support	\$2,226.00	0
67	ToFM Crate Rental Reimbursement	-\$6,471.50	0
70	Credit for un-Utilized Wheel Stops in Phase 2 Parking	-\$930.00	0
72	Credit for Alt. 2 - Ceiling Hung Toilet Partitions	-\$3,300.00	0
73	Add for 2" Additional Concrete @ Southwest Area Paving next to Dumpster Enclosure	\$6,359.10	0
77	Landscape Screening for Fleet Vehicles	\$20,129.28	0

Owner Betterment Allowance Total	\$315,935.00
Overall Betterment Total Spent	\$356,020.73
Owner Contract Change Order No. 1	\$40,085.73
Total Days Added to Contract	32

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	005	Date:	09/10/17
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Submitted To

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

Hiney Hiders Value Engineering Option

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
TBS Specialties Direct							(\$337.00)
Subguard Insurance	1.50%						\$0.00
SUBTOTAL				0.00	0.00	0.00	(337.00)
SUBTOTAL A,B,C,D *							(337.00)
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		0.00
Overhead Fee	2.00%		0.00
Payment/Perf. Bond Fee	0.90%		0.00
General Liability Fee	0.52%		0.00
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			0.00
TOTAL CHANGE ORDER AMOUNT			(337.00)

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
 R. Andrew Snelling Associate Project Manager

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 6 rev 1**Date:** 10/17/17**Submitted To**

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 3 - Electrical, Plumbing, Utility, Elevator & Wall Configuration Changes

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Dallas Underground	1	LS					\$11,764.00
Current Electric	1	LS					\$7,394.00
3D Mechanical & Plumbing	1	LS					\$9,333.00
Baker Triangle	1	LS					\$611.00
Subguard Insurance	1.50%						\$436.53
SUBTOTAL				0.00	0.00	0.00	29,539.00

SUBTOTAL A,B,C,D *

29,539.00

*** Amount to Credit/Deduct against Owner's Betterment, if allowable**

29,538.53

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		0.00
Overhead Fee	2.00%		0.00
Payment/Perf. Bond Fee	0.90%		0.00
General Liability Fee	0.52%		0.00
Builder's Risk Insurance Fee	0.00% by Owner		0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			0.00

TOTAL CHANGE ORDER AMOUNT

29,539.00

29,538.53

The Contract Time will be **Unchanged** **by** **0** **Days**

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	007	Date:	11/06/17
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 004 - MEP, Structural, Glass, Glazing & Aluminum Storefronts and Wall & Ceiling Reconfigurations

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
3D Mechanical & Plumbing	1	LS					\$700.00
Baker Triangle	1	LS					\$1,066.00
Current Electric	1	LS					\$16,760.61
Lindsay Glass	1	LS					\$1,200.00
Woodard Builder's Supply	1	LS					\$730.00
Subguard Insurance	1.50%						\$306.85
SUBTOTAL				0.00	0.00	0.00	20,763.46
SUBTOTAL A,B,C,D *							20,763.46
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					0.00
Overhead Fee	2.00%					0.00
Payment/Perf. Bond Fee	0.90%					0.00
General Liability Fee	0.52%					0.00
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						0.00
TOTAL CHANGE ORDER AMOUNT						20,763.46

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	009	Date:	11/27/17
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI #5 - MEP, Structural Steel, Drywall Ceiling Reconfigurations & Civil Storm Drain Revisions

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Steel Boss International							\$8,599.03
Baker Triangle Drywall							\$25.00
3D Mechanical & Plumbing							\$3,648.00
Current Electric							\$12,013.56
SUBTOTAL				0.00	0.00	0.00	24,285.59
Subguard Insurance	1.50%						\$364.28
SUBTOTAL A,B,C,D *							24,649.87
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%			2,831.73
Overhead Fee	2.00%			566.35
Payment/Perf. Bond Fee	0.90%			254.86
General Liability Fee	0.52%			147.25
Builder's Risk Insurance Fee	0.00%	by Owner		0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee				3,800.00
TOTAL CHANGE ORDER AMOUNT				28,449.87

The Contract Time will be **Unchanged** **by** **0** **Days**

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	010	Date:	12/01/17
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Submitted To

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

RFI No. 37 - Rebar Spacing for Site Paving

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Miller Sierra							\$7,285.25
SUBTOTAL				0.00	0.00	0.00	7,285.25
Subguard Insurance	1.50%						\$109.28
SUBTOTAL A,B,C,D *							7,394.53
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		854.05
Overhead Fee	2.00%		170.81
Payment/Perf. Bond Fee	0.90%		76.86
General Liability Fee	0.52%		44.41
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			1,146.00
TOTAL CHANGE ORDER AMOUNT			8,540.53

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
 R. Andrew Snelling - Project Manager

APPROVED BY: _____
 David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 011**Date:** 04/23/18**Submitted To**

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 6 - Drywall, Millwork, MEP, Structural Steel, Interior Signage, Terrazo, Fire Sprinkler Systems, Roofing & Landscape/Irrigation

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Baker Triangle - Drywall							\$46,437.00
Zaxon Painting							\$8,100.00
Current Electric							\$31,029.23
Identitec							\$1,150.00
SUBTOTAL				0.00	0.00	0.00	86,716.23
Subguard Insurance	1.50%						\$1,300.74
SUBTOTAL A,B,C,D *							88,016.97
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT			
Profit Fee	10.00%		10,166.00
Overhead Fee	2.00%		2,033.20
Payment/Perf. Bond Fee	0.90%		914.94
General Liability Fee	0.52%		528.63
Builder's Risk Insurance Fee	0.00% by Owner		0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			13,643.00
TOTAL CHANGE ORDER AMOUNT			101,659.97

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	012	Date:	01/09/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

December 2017 Weather Day Request Notification

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
December 2017 = 3 days							
SUBTOTAL				0.00	0.00	0.00	0.00
Subguard Insurance	1.50%						\$0.00
SUBTOTAL A,B,C,D *							0.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					0.00	
Overhead Fee	2.00%					0.00	
Payment/Perf. Bond Fee	0.90%					0.00	
General Liability Fee	0.52%					0.00	
Builder's Risk Insurance Fee	0.00%	by Owner				0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							0.00
TOTAL CHANGE ORDER AMOUNT							0.00

The Contract Time will be	Increased	by	3	Days
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SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY : _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	014	Date:	02/28/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Referencing RFI No. 78 - Steele & Freeman proposes installing Closed-Cell Sprayed-On Foam insulation in conjunction with the Batt Insulation to account for the R-21 Thermal Value & R-31 overall Thermal Value @ Exterior Walls.

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
LCR Contractors							\$20,963.00
SUBTOTAL				0.00	0.00	0.00	20,963.00
Subguard Insurance	1.50%						\$314.45
SUBTOTAL A,B,C,D *							21,277.45
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%	2,457.54
Overhead Fee	2.00%	491.51
Payment/Perf. Bond Fee	0.90%	221.18
General Liability Fee	0.52%	127.79
Builder's Risk Insurance Fee	0.00% by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee		3,298.00
TOTAL CHANGE ORDER AMOUNT		24,575.45

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 015 **Date:** 03/08/18
Submitted To

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

February 2018 Weather Day Request Notification

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
February 2018 = 1 day							
SUBTOTAL				0.00	0.00	0.00	0.00
Subguard Insurance	1.50%						\$0.00
SUBTOTAL A,B,C,D *							0.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					0.00
Overhead Fee	2.00%					0.00
Payment/Perf. Bond Fee	0.90%					0.00
General Liability Fee	0.52%					0.00
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						0.00
TOTAL CHANGE ORDER AMOUNT						0.00

The Contract Time will be **Increased** **by** **1** **Days**

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

 David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 017	Date: 03/12/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

RFI No. 089 - Drywall Topping Out Credit @ High Roof Locations

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Baker Triangle Drywall							(5,048.09)
SUBTOTAL				0.00	0.00	0.00	(5,048.09)
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							(5,048.09)
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		(583.11)
Overhead Fee	2.00%		(116.62)
Payment/Perf. Bond Fee	0.90%		(52.48)
General Liability Fee	0.52%		(30.32)
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			(783.00)
TOTAL CHANGE ORDER AMOUNT			(5,831.09)

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	018	Date:	03/28/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Appliances

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Mission Restaurant Supply							\$17,559.34
SUBTOTAL				0.00	0.00	0.00	17,559.34
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							17,559.34
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		733.76
Overhead Fee	2.00%		146.75
Payment/Perf. Bond Fee	0.90%		66.04
General Liability Fee	0.52%		38.16
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			985.00
TOTAL CHANGE ORDER AMOUNT			7,337.59

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	020	Date:	05/03/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 7 - Wall & Ceiling Reconfigurations, Data Rough-In, Plumbing, Electrical and Millwork Adjustments

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Anton Cabinetry							\$490.00
Baker Triangle Drywall							\$2,844.00
3D Mechanical & Plumbing							\$1,620.00
Current Electric							\$2,207.87
SUBTOTAL				0.00	0.00	0.00	7,161.87
Subguard Insurance	1.50%						\$107.43
SUBTOTAL A,B,C,D *							7,269.30
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%			839.63
Overhead Fee	2.00%			167.93
Payment/Perf. Bond Fee	0.90%			75.57
General Liability Fee	0.52%			43.66
Builder's Risk Insurance Fee	0.00%	by Owner		0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee				1,127.00
TOTAL CHANGE ORDER AMOUNT				8,396.30

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY : _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound



Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	021	Date:	04/13/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

RFI No. 096 - Electrical Room Door Swings

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Woodard Builder's Supply							\$4,170.00
Baker Triangle Drywall							\$1,200.00
SUBTOTAL				0.00	0.00	0.00	5,370.00
Subguard Insurance	1.50%						\$80.55
SUBTOTAL A,B,C,D *							5,450.55
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		629.56
Overhead Fee	2.00%		125.91
Payment/Perf. Bond Fee	0.90%		56.66
General Liability Fee	0.52%		32.74
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			845.00
TOTAL CHANGE ORDER AMOUNT			6,295.55

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 022**Date:** 05/03/18**Submitted To**David Bauer
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028**Submitted By**R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131**Subject**

ASI No. 8 - Doors/Frames/ Hardware, Wall & Ceiling Reconfigurations, Landscaping, Electrical & Plumbing

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Woodard Builder's Supply							\$3,030.00
Lindsay Glass							\$3,019.50
Baker Triangle Drywall							\$2,347.00
3D Mechanical & Plumbing							\$851.00
Current Electric							\$951.06
SUBTOTAL				0.00	0.00	0.00	10,198.56
Subguard Insurance	1.50%						\$152.98
SUBTOTAL A,B,C,D *							10,351.54
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					1,195.65
Overhead Fee	2.00%					239.13
Payment/Perf. Bond Fee	0.90%					107.61
General Liability Fee	0.52%					62.17
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						1,605.00
TOTAL CHANGE ORDER AMOUNT						11,956.54

The Contract Time will be **Unchanged** **by** **0** **Days**SUBMITTED BY: _____
R. Andrew Snelling - Project ManagerAPPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 024**Date:** 05/24/18**Submitted To**

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

RFI No. 30 - Porch Slab Details

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Miller Sierra Concrete							\$7,063.75
RPMx							\$8,850.00
SUBTOTAL				0.00	0.00	0.00	15,913.75
Subguard Insurance	1.50%						\$238.71
SUBTOTAL A,B,C,D *							16,152.46
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					1,615.25
Overhead Fee	2.00%					323.05
Payment/Perf. Bond Fee	0.90%					145.37
General Liability Fee	0.52%					83.99
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						2,167.66
TOTAL CHANGE ORDER AMOUNT						18,320.12

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound



STEELE & FREEMAN, INC.

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 025 **Date:** 05/24/18

Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 9 - Millwork, VCT vs. Sealed Concrete, Electrical A/V Rough-In Clarifications

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Anton Cabinetry							\$4,591.00
Baker Triangle Drywall							\$224.00
Fabulous Floors							\$1,439.49
Current Electric							\$2,101.26
SUBTOTAL				0.00	0.00	0.00	8,355.75
Subguard Insurance	1.50%						\$125.34
SUBTOTAL A,B,C,D *							8,481.09
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					1,195.65
Overhead Fee	2.00%					239.13
Payment/Perf. Bond Fee	0.90%					107.61
General Liability Fee	0.52%					62.17
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						1,605.00
TOTAL CHANGE ORDER AMOUNT						11,956.54

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 026**Date:** 05/03/18**Submitted To**

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

RFI No. 107 - Dampproofing to Storage Rm 199

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Fenimore-Blythe Masonry							\$2,582.00
SUBTOTAL				0.00	0.00	0.00	2,582.00
Subguard Insurance	1.50%						\$38.73
SUBTOTAL A,B,C,D *							2,620.73
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					302.67
Overhead Fee	2.00%					60.53
Payment/Perf. Bond Fee	0.90%					27.24
General Liability Fee	0.52%					15.74
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						406.00
TOTAL CHANGE ORDER AMOUNT						3,026.73

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	027	Date:	07/02/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 10 - Drywall Demo & Reconfig, Electrical - Power & Lighting

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Baker Triangle Drywall							\$490.00
Current Electric							\$129.56
SUBTOTAL				0.00	0.00	0.00	619.56
Subguard Insurance	1.50%						\$9.29
SUBTOTAL A,B,C,D *							628.85
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		1,195.65
Overhead Fee	2.00%		239.13
Payment/Perf. Bond Fee	0.90%		107.61
General Liability Fee	0.52%		62.17
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			1,605.00
TOTAL CHANGE ORDER AMOUNT			0.00

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound



STEELE & FREEMAN, INC.

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 028 **Date:** 07/23/18

Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 11 -

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Baker Triangle							\$3,283.00
SUBTOTAL				0.00	0.00	0.00	3,283.00
Subguard Insurance	1.50%						\$49.25
SUBTOTAL A,B,C,D *							3,332.25
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					0.00
Overhead Fee	2.00%					0.00
Payment/Perf. Bond Fee	0.90%					0.00
General Liability Fee	0.52%					0.00
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						0.00
TOTAL CHANGE ORDER AMOUNT						0.00

The Contract Time will be **Increased** by **2** Days

SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 028**Date:** 07/23/18**Submitted To**David Bauer
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028**Submitted By**R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131**Subject**

June 2018 Weather Day Request Notification

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
June 2018 = 2 day							
SUBTOTAL				0.00	0.00	0.00	0.00
Subguard Insurance	1.50%						\$0.00
SUBTOTAL A,B,C,D *							0.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					0.00	
Overhead Fee	2.00%					0.00	
Payment/Perf. Bond Fee	0.90%					0.00	
General Liability Fee	0.52%					0.00	
Builder's Risk Insurance Fee	0.00%	by Owner				0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							0.00
TOTAL CHANGE ORDER AMOUNT							0.00

The Contract Time will be Increased **by** 2 **Days**

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 031**Date:** 10/08/18**Submitted To**

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

PreAction Fire Protection System & RFI No. 152_Rm 239 Server Rm Wall Type as Requested by the Town of Flower Mound and the Fire Dept.

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Woodard Builders Supply							\$140.00
Baker Triangle Drywall							\$2,588.00
Zaxon Painting							\$1,237.50
Johnson Controls							\$9,000.00
SUBTOTAL				0.00	0.00	0.00	12,965.50
Subguard Insurance	1.50%						\$194.48
SUBTOTAL A,B,C,D *							13,159.98
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					1,520.00
Overhead Fee	2.00%					304.00
Payment/Perf. Bond Fee	0.90%					136.80
General Liability Fee	0.52%					79.04
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						2,040.00
TOTAL CHANGE ORDER AMOUNT						15,199.98

The Contract Time will be **Unchanged** **by** **0** **Days**
 SUBMITTED BY: _____
 R. Andrew Snelling - Project Manager

 APPROVED BY: _____
 David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	032	Date:	08/14/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Temp. HVAC Allowance Reconciliation

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Temp. HVAC for Existing Building Allowance							(\$60,086.00)
Owner Betterment							\$60,086.00
SUBTOTAL				0.00	0.00	0.00	0.00
Subguard Insurance	1.50%						\$0.00
SUBTOTAL A,B,C,D *							0.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%	0.00
Overhead Fee	2.00%	0.00
Payment/Perf. Bond Fee	0.90%	0.00
General Liability Fee	0.52%	0.00
Builder's Risk Insurance Fee	0.00% by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee		0.00
TOTAL CHANGE ORDER AMOUNT		0.00

The Contract Time will be	Increased	by	2	Days
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SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 033**Date:** 08/18/18**Submitted To**

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

VoIP for Phone Line Controller @ Elevator

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
ThyssenKrupp Elevators							\$2,145.00
SUBTOTAL				0.00	0.00	0.00	2,145.00
Subguard Insurance	1.50%						\$32.18
SUBTOTAL A,B,C,D *							2,177.18
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					217.72
Overhead Fee	2.00%					43.54
Payment/Perf. Bond Fee	0.90%					19.59
General Liability Fee	0.52%					11.32
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						292.00
TOTAL CHANGE ORDER AMOUNT						2,469.18

The Contract Time will be Increased by 2 Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	034	Date:	01/09/19
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Acceleration for Main Entry Drive Replacement

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
RPMx - 6" Flex Based ILO Lime Stabilization							\$3,250.00
Miller Sierra - Utilize 4000 PSI 3-day Break w/ 2" Thicker Concrete							\$12,291.40
SUBTOTAL				0.00	0.00	0.00	15,541.40
Subguard Insurance	1.50%						\$233.12
SUBTOTAL A,B,C,D *							15,774.52
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		1,577.45
Overhead Fee	2.00%		315.49
Payment/Perf. Bond Fee	0.90%		141.97
General Liability Fee	0.52%		82.03
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			2,117.00
TOTAL CHANGE ORDER AMOUNT			17,891.52

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 035 **Date:** 11/06/18
Submitted To

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

Add Placard Trim @ Dias Desk @ Council Chambers

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Anton Cabinetry							\$4,595.00
SUBTOTAL				0.00	0.00	0.00	4,595.00
Subguard Insurance	1.50%						\$68.93
SUBTOTAL A,B,C,D *							4,663.93
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					466.39
Overhead Fee	2.00%					93.28
Payment/Perf. Bond Fee	0.90%					41.98
General Liability Fee	0.52%					24.25
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						626.00
TOTAL CHANGE ORDER AMOUNT						5,289.93

The Contract Time will be Increased by 2 Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 036 **Date:** 10/30/18**Submitted To**David Bauer
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028**Submitted By**R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131**Subject**

Credit for Interior Wood Panel Under Desk @ Council Chambers;

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Anton Cabinetry							(\$7,386.00)
SUBTOTAL				0.00	0.00	0.00	(7,386.00)
Subguard Insurance	1.50%						\$0.00
SUBTOTAL A,B,C,D *							(7,386.00)
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					(738.60)
Overhead Fee	2.00%					(147.72)
Payment/Perf. Bond Fee	0.90%					(66.47)
General Liability Fee	0.52%					(38.41)
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						(991.00)
TOTAL CHANGE ORDER AMOUNT						(8,377.00)

The Contract Time will be Increased **by** 2 **Days**SUBMITTED BY: _____
R. Andrew Snelling - Project ManagerAPPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 37C **Date:** 04/04/19
Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Add 2ea 1" RPZ Assemblies to Domestic Water Feeds to North and South Water Feature Assemblies as Required by Town of Flower Mound Inspections

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
3D Mechanical & Plumbing							\$7,028.00
Steele & Freeman (Backcharge inControl Water Systems)							(\$6,108.00)
SUBTOTAL				0.00	0.00	0.00	920.00
Subguard Insurance	1.50%						\$13.80
SUBTOTAL A,B,C,D *							933.80
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					93.38
Overhead Fee	2.00%					18.68
Payment/Perf. Bond Fee	0.90%					8.40
General Liability Fee	0.52%					4.86
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						125.00
TOTAL CHANGE ORDER AMOUNT						1,058.80

The Contract Time will be Increased **by** 2 **Days**

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	041	Date:	02/25/19
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 014 - Added Terrazzo Base @ Stair #2; Additional Break Metal @ Stair #2 Wall Cavity; Grate @ South Fountain Feature

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
American Terrazzo							\$2,000.00
inControl Water Systems							\$10,465.00
Cleburne Sheet Metal							\$2,500.00
SUBTOTAL				0.00	0.00	0.00	14,965.00
Subguard Insurance	1.50%						\$224.48
SUBTOTAL A,B,C,D *							15,189.48
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		1,518.95
Overhead Fee	2.00%		303.79
Payment/Perf. Bond Fee	0.90%		136.71
General Liability Fee	0.52%		78.99
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			2,038.00
TOTAL CHANGE ORDER AMOUNT			17,227.48

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound


STEELE & FREEMAN, INC.

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 042	Date: 10/23/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

August 2018 - Weather Notification Request

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
08/01/2018 = 5 days							
SUBTOTAL				0.00	0.00	0.00	0.00
Subguard Insurance	1.50%						\$0.00
SUBTOTAL A,B,C,D *							0.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					0.00	
Overhead Fee	2.00%					0.00	
Payment/Perf. Bond Fee	0.90%					0.00	
General Liability Fee	0.52%					0.00	
Builder's Risk Insurance Fee	0.00%	by Owner				0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							0.00
TOTAL CHANGE ORDER AMOUNT							0.00

The Contract Time will be **Increased** by **5** Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	043	Date:	10/23/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

September 2018 - Weather Notification Request

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Sept. 2018 = 11 days							
SUBTOTAL				0.00	0.00	0.00	0.00
Subguard Insurance	1.50%						\$0.00
SUBTOTAL A,B,C,D *							0.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		0.00
Overhead Fee	2.00%		0.00
Payment/Perf. Bond Fee	0.90%		0.00
General Liability Fee	0.52%		0.00
Builder's Risk Insurance Fee	0.00% by Owner		0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			0.00
TOTAL CHANGE ORDER AMOUNT			0.00

The Contract Time will be	Increased	by	11	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 044**Date:** 11/06/18**Submitted To**

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

October 2018 - Weather Notification Request

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
October 2018 = 10 days							
SUBTOTAL				0.00	0.00	0.00	0.00
Subguard Insurance	1.50%						\$0.00
SUBTOTAL A,B,C,D *							0.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					0.00	
Overhead Fee	2.00%					0.00	
Payment/Perf. Bond Fee	0.90%					0.00	
General Liability Fee	0.52%					0.00	
Builder's Risk Insurance Fee	0.00%	by Owner				0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							0.00
TOTAL CHANGE ORDER AMOUNT							0.00

The Contract Time will be Increased by 10 Days

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound



Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 045 **Date:** 04/04/19

Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Traffic Rated Bollards - Price to Install Traffic Rated Bollards with Footing (Medium) as recommended by the manufacturer. This includes a deduct from Miller Sierra for original pricing excluding bollards in initial installation, however the balance of this we are deducting from Current Electric's Contract

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Miller Sierra Concrete - Add for Traffic Rated Bollards							\$24,607.00
- Deduct for Standard Bollards							(\$1,880.00)
Current Electric							(\$2,820.00)
SUBTOTAL				0.00	0.00	0.00	19,907.00
Subguard Insurance	1.50%						\$298.61
SUBTOTAL A,B,C,D *							20,205.61
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		2,020.56
Overhead Fee	2.00%		404.11
Payment/Perf. Bond Fee	0.90%		181.85
General Liability Fee	0.52%		105.07
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			2,712.00
TOTAL CHANGE ORDER AMOUNT			22,917.61

The Contract Time will be **Increased** by **2** Days

SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: ~~049A~~ 46 **Date:** 02/18/19
Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

ASI No. 15 - Added Motorized Dampers to FCU-1 and AC-1

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
3D Mechanical & Plumbing							\$3,941.00
SUBTOTAL				0.00	0.00	0.00	3,941.00
Subguard Insurance	1.50%						\$59.12
SUBTOTAL A,B,C,D *							4,000.12
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					400.01	
Overhead Fee	2.00%					80.00	
Payment/Perf. Bond Fee	0.90%					36.00	
General Liability Fee	0.52%					20.80	
Builder's Risk Insurance Fee	0.00%	by Owner				0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							537.00
TOTAL CHANGE ORDER AMOUNT							4,537.12

The Contract Time will be **Unchanged** **by** **0** **Days**

 SUBMITTED BY: _____
 R. Andrew Snelling - Project Manager

 APPROVED BY: _____
 David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 048	Date: 12/04/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

RFI No. 46 & 56 - Concrete & Reinforcement for 2(ea) Chiller Pads and 1(ea) Generator Pad

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Miller Sierra Concrete							\$2,593.61
SUBTOTAL				0.00	0.00	0.00	2,593.61
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							2,593.61
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		259.36
Overhead Fee	2.00%		51.87
Payment/Perf. Bond Fee	0.90%		23.34
General Liability Fee	0.52%		13.49
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			348.00
TOTAL CHANGE ORDER AMOUNT			2,941.61

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	051	Date:	12/06/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Dias Seating Wall - Added Drywall for Bulletproof Panel Installation

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Baker Triangle Drywall							\$1,281.00
SUBTOTAL				0.00	0.00	0.00	1,281.00
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							1,281.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		128.10
Overhead Fee	2.00%		25.62
Payment/Perf. Bond Fee	0.90%		11.53
General Liability Fee	0.52%		6.66
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			172.00
TOTAL CHANGE ORDER AMOUNT			1,453.00

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound


STEELE & FREEMAN, INC.

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	052	Date:	12/06/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Elevator Cab Height Adjustment

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Thyssenkrupp Elevators							\$5,100.00
SUBTOTAL				0.00	0.00	0.00	5,100.00
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							5,100.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		510.00
Overhead Fee	2.00%		102.00
Payment/Perf. Bond Fee	0.90%		45.90
General Liability Fee	0.52%		26.52
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			684.00
TOTAL CHANGE ORDER AMOUNT			5,784.00

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 053	Date: 12/05/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

RFI No. 137 - Add Annunciator Panel @ Fire Riser Rm

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
PAC Systems							\$1,288.00
SUBTOTAL				0.00	0.00	0.00	1,288.00
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							1,288.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		128.80
Overhead Fee	2.00%		25.76
Payment/Perf. Bond Fee	0.90%		11.59
General Liability Fee	0.52%		6.70
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			173.00
TOTAL CHANGE ORDER AMOUNT			1,461.00

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	054	Date:	12/04/18
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Submitted To

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

Lower AC-1 to be Relocated to below Ceiling

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
3D Mechanical & Plumbing							\$9,387.00
SUBTOTAL				0.00	0.00	0.00	9,387.00
Subguard Insurance	1.50%						\$140.81
SUBTOTAL A,B,C,D *							9,527.81
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT			
Profit Fee	10.00%		952.78
Overhead Fee	2.00%		190.56
Payment/Perf. Bond Fee	0.90%		85.75
General Liability Fee	0.52%		49.54
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			1,279.00
TOTAL CHANGE ORDER AMOUNT			10,806.81

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
 R. Andrew Snelling - Project Manager

APPROVED BY : _____
 David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 056 **Date:** 01/04/19**Submitted To**David Bauer
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75028**Submitted By**R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131**Subject**

Provide and Install Blackout Shades @ Pre-Council and Mayor's Office

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Tex-Sun							\$4,480.00
SUBTOTAL				0.00	0.00	0.00	4,480.00
Subguard Insurance	1.50%						\$67.20
SUBTOTAL A,B,C,D *							4,547.20
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					454.72
Overhead Fee	2.00%					90.94
Payment/Perf. Bond Fee	0.90%					40.92
General Liability Fee	0.52%					23.65
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						610.00
TOTAL CHANGE ORDER AMOUNT						5,157.20

The Contract Time will be **Unchanged** **by** **0** **Days**

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 057**Date:** 01/09/19**Submitted To**

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

RFI No. 126 - Added FurrDown @ Rm 241 for Ductwork (too low)

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Baker Triangle Drywall -							\$729.00
SUBTOTAL				0.00	0.00	0.00	729.00
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							729.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		72.90
Overhead Fee	2.00%		14.58
Payment/Perf. Bond Fee	0.90%		6.56
General Liability Fee	0.52%		3.79
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			98.00
TOTAL CHANGE ORDER AMOUNT			827.00

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	058	Date:	01/09/19
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Submitted To

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

RFI No. 138 - Ceiling Height Conflicts @ Rm 204 Town Secretary

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Baker Triangle Drywall -							\$690.00
SUBTOTAL				0.00	0.00	0.00	690.00
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							690.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%	69.00
Overhead Fee	2.00%	13.80
Payment/Perf. Bond Fee	0.90%	6.21
General Liability Fee	0.52%	3.59
Builder's Risk Insurance Fee	0.00% by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee		93.00
TOTAL CHANGE ORDER AMOUNT		783.00

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
 R. Andrew Snelling - Project Manager

APPROVED BY : _____
 David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:	060	Date:	12/28/18
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

RFI No. 68 - 2nd Floor Mesh @ Terrazzo Locations

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Miller Sierra							\$508.02
SUBTOTAL				0.00	0.00	0.00	508.02
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							508.02
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%	50.80
Overhead Fee	2.00%	10.16
Payment/Perf. Bond Fee	0.90%	4.57
General Liability Fee	0.52%	2.64
Builder's Risk Insurance Fee	0.00% by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee		68.00
TOTAL CHANGE ORDER AMOUNT		576.02

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY : _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 062	Date: 01/21/19
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Additional Shade for Utility Billing

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Tex Sun							\$593.00
SUBTOTAL				0.00	0.00	0.00	593.00
Subguard Insurance	1.50%						\$8.90
SUBTOTAL A,B,C,D *							601.90
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		60.19
Overhead Fee	2.00%		12.04
Payment/Perf. Bond Fee	0.90%		5.42
General Liability Fee	0.52%		3.13
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			81.00
TOTAL CHANGE ORDER AMOUNT			682.90

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 063	Date: 01/09/19
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Additional Layer of Peel n Stick Flashing

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Fenimore Blythe Masonry							\$24,411.00
SUBTOTAL				0.00	0.00	0.00	24,411.00
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							24,411.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		2,441.10
Overhead Fee	2.00%		488.22
Payment/Perf. Bond Fee	0.90%		219.70
General Liability Fee	0.52%		126.94
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			3,276.00
TOTAL CHANGE ORDER AMOUNT			27,687.00

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound



Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 066	Date: 03/25/19
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

RFI No. 095 - Cast Stone Banding Support

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Feniimore Blythe Masonry							\$2,226.00
SUBTOTAL				0.00	0.00	0.00	2,226.00
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							2,226.00
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%		222.60
Overhead Fee	2.00%		44.52
Payment/Perf. Bond Fee	0.90%		20.03
General Liability Fee	0.52%		11.58
Builder's Risk Insurance Fee	0.00%	by Owner	0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee			299.00
TOTAL CHANGE ORDER AMOUNT			2,525.00

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound



Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No:

067

Date: 01/31/19

Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Town of Flower Mound - Reimbursement for Crate Rental from Sept - 2018 to Dec 3, 2018

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Steele & Freeman, Inc.							(\$6,471.50)
SUBTOTAL				0.00	0.00	0.00	(6,471.50)
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							(6,471.50)
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%						(647.15)
Overhead Fee	2.00%						(129.43)
Payment/Perf. Bond Fee	0.90%						(58.24)
General Liability Fee	0.52%						(33.65)
Builder's Risk Insurance Fee	0.00%	by Owner				0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							(868.00)
TOTAL CHANGE ORDER AMOUNT							(7,339.50)

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 070**Date:** 03/08/19**Submitted To**

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

Submitted By

R. Andrew Snelling
 Steele & Freeman, Inc.
 1301 Lawson Road
 Fort Worth, Texas 76131

Subject

Credit for Un-Utilized Wheel Stops @ Phase 2 Parking

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Striping Plus							(930.00)
SUBTOTAL				0.00	0.00	0.00	(930.00)
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							(930.00)
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					(93.00)	
Overhead Fee	2.00%					(18.60)	
Payment/Perf. Bond Fee	0.90%					(8.37)	
General Liability Fee	0.52%					(4.84)	
Builder's Risk Insurance Fee	0.00%	by Owner				0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							(125.00)
TOTAL CHANGE ORDER AMOUNT							(1,055.00)

The Contract Time will be **Unchanged** **by** **0** **Days**

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
 Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 072	Date: 03/25/19
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Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Credit for Structural Steel for Alternate No. 2 - Ceiling Hung Toilet Partitions

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Steel Boss							(\$3,300.00)
SUBTOTAL				0.00	0.00	0.00	(3,300.00)
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							(3,300.00)
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%						(330.00)
Overhead Fee	2.00%						(66.00)
Payment/Perf. Bond Fee	0.90%						(29.70)
General Liability Fee	0.52%						(17.16)
Builder's Risk Insurance Fee	0.00%	by Owner				0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							(443.00)
TOTAL CHANGE ORDER AMOUNT							(3,743.00)

The Contract Time will be	Unchanged	by	0	Days
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SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound

**STEELE & FREEMAN, INC.**

CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

1301 Lawson Road • Fort Worth, Texas 76131

Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 073 **Date:** 03/25/19
Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Add for 2" Additional Concrete @ Southwest Area Paving next to Dumpster Enclosures

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Miller Sierra Concrete							\$6,359.10
SUBTOTAL				0.00	0.00	0.00	6,359.10
Subguard Insurance	1.50%						
SUBTOTAL A,B,C,D *							6,359.10
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					635.91
Overhead Fee	2.00%					127.18
Payment/Perf. Bond Fee	0.90%					57.23
General Liability Fee	0.52%					33.07
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						853.00
TOTAL CHANGE ORDER AMOUNT						7,212.10

The Contract Time will be **Unchanged** **by** **0** **Days**

SUBMITTED BY: _____

R. Andrew Snelling - Project Manager

APPROVED BY: _____

David Bauer - Construction Manager for Capital Projects
Town of Flower Mound



Proposed Change

SFI Office Use Only:

PD _____ PC _____ P _____

Project:

Flower Mound Town Hall
2121 Cross Timbers Rd.
Flower Mound, TX 75028

SFI Job No.: 4919-6

Proposed Change No: 077 **Date:** 05/15/19

Submitted To

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

Submitted By

R. Andrew Snelling
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Landscape Screening as Indicated by the Attached

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Flohrstar Landscaping - - Provide and Install Landscaping as Directed by the Town of Flower Mound as Indicated by the Attached Documents.							\$17,485.00
SUBTOTAL				0.00	0.00	0.00	17,485.00
Subguard Insurance	1.50%						\$262.28
SUBTOTAL A,B,C,D *							17,747.28
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

THIS ADDITIONAL COST TO BE INCLUDED ONLY IF PROCESSED AS CHANGE ORDER TO PRIME CONTRACT

Profit Fee	10.00%					1,774.73
Overhead Fee	2.00%					354.95
Payment/Perf. Bond Fee	0.90%					159.73
General Liability Fee	0.52%					92.29
Builder's Risk Insurance Fee	0.00%	by Owner				0.00
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee						2,382.00
TOTAL CHANGE ORDER AMOUNT						20,129.28

The Contract Time will be **Unchanged** by **0** Days

SUBMITTED BY: _____
R. Andrew Snelling - Project Manager

APPROVED BY: _____
David Bauer - Construction Manager for Capital Projects
Town of Flower Mound



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: July 15, 2019

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

ITEM: Consider approval of a Railroad Commission of Texas Agreed Settlement and Consent Order resulting from an expired utility locate while conducting a water line repair on January 7, 2019; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On January 7, 2019 a Utility Line Maintenance (ULM) crew conducted an excavation at 1812 Morning Mist Trail in order to repair a potable water line. While crews had requested a utility line locate prior to working at the site, that locate had expired prior to the date of the actual work. This is a violation of Commission Rules for Underground Pipeline Damage Prevention, 16 TAC 18.3(a). The Railroad Commission of Texas has issued a penalty in the amount of \$2,500.00. Additional training on notification and updated Railroad Commission of Texas Guidelines and requirements has been implemented as a result of the order.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: If disapproved, the Railroad Commission of Texas would elevate the case to the Enforcement Section, which could result in a higher penalty and legal fees.

FISCAL IMPACT: \$2,500.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$2,500.00	200-690-92320-5150

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

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

ATTACHMENTS:

1. Stipulation, Agreed Settlement, and Consent Order; Railroad Commission of Texas Damage Prevention Docket No. 061033

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

Christi Craddick, CHAIRMAN
 Ryan Sitton, COMMISSIONER
 Wayne Christian, COMMISSIONER



Kari French
 DIRECTOR

RAILROAD COMMISSION OF TEXAS

OVERSIGHT AND SAFETY DIVISION

DAMAGE PREVENTION

455-23

June 12, 2019

TOWN OF FLOWER MOUND
 ATTN: WESLEY HUBBARD
 2121 CROSS TIMBERS RD
 FLOWER MOUND, TX 75028-2602

INITIAL NOTICE

Re: Damage Prevention Docket No. 061033: Violation of Commission Rules for Underground Pipeline Damage Prevention, 16 T.A.C. §18.3(a), and 18.11(b) at 1812 MORNING MIST TRL (northerest), Flower Mound, DENTON County, Texas on January 7, 2019.

Dear WESLEY HUBBARD:

This letter is to advise you that information submitted to the Commission indicates that TOWN OF FLOWER MOUND failed to comply with the following Pipeline Damage Prevention safety rule(s) as required by Texas Administrative Code, Title 16, Section(s):

Specifically, TOWN OF FLOWER MOUND violated Commission Rule 16 TAC Section(s):

- **18.3(a)** - The Excavator did not notify the Notification Center for a locate prior to excavation activities.
- **18.11(b)** - The Excavator did not submit a report of the damage incident to the Commission within 30 days of the incident. (Note: waived).

These violations subject TOWN OF FLOWER MOUND to monetary penalties and obligate TOWN OF FLOWER MOUND to come into compliance with the regulations.

Pipeline Damage Prevention staff is authorized to make an initial time-sensitive settlement offer to TOWN OF FLOWER MOUND. This offer represents resolved a good faith settlement of the alleged violation(s) noted above and expires **45 calendar days** from the date of this letter.

If you settle this docket promptly, you can avoid monetary increases. TOWN OF FLOWER MOUND must perform the following items to complete and verify compliance with Texas Administrative Code, Title 16, Chapter 18, Pipeline Damage Prevention safety rule(s):

- (1) Any required compliance and the violations resolved, and
- (2) Pay the penalty amount of \$2,500.00; and
- (3) Sign and return to this office the enclosed Stipulation, Agreed Settlement and Consent Order

(Order) with your original signature.

You must sign (and print the name and title of the person who signs) the Order on the last page. Keep a signed copy for your records. Do not date or notarize your signature, as it will be dated on the day the settlement is presented to the Commission for final approval.

The penalty must be paid by **check** made payable to the Railroad Commission of Texas. Reference Docket No. 061033 on the check. Mail or otherwise deliver to the Railroad Commission of Texas this check along with the signed Order at the address listed at the bottom of this page. Address the envelope to the attention of Pipeline Damage Prevention.

If the TDRF is not submitted online, and the penalty and the Order with your original signature are not received by 07/27/2019, this one-time settlement offer will be deemed to have been rejected. **Once rejected, the monetary settlement offer will increase to \$2,750.00.**

Failure to settle this docket by 09/25/2019 will result in referral to the Railroad Commission of Texas Legal Enforcement Section for further legal action, which may include maximum penalty enhancements that significantly increase the monetary amount ultimately assessed.

If you choose to contest this docket, you may request a hearing. However, once the hearing is convened, the opportunity to settle this docket at the offered monetary settlement amount will no longer be available and enhanced penalties up to the statutory limit may apply. The statutory limit provides for a monetary penalty of not more than \$200,000 for each day a violation exists, and not to exceed \$2 million for any related series of violations.

You are encouraged to contact **Miles Kirk** immediately at **(512) 463-7114** if you have any questions concerning this letter or Pipeline Damage Prevention regulations. Links to the Pipeline Safety and Pipeline Damage Prevention (excavation activity) rules can be found on the Commissions website:
<http://www.rrc.texas.gov/>.

Sincerely,

Damage Prevention

Oversight and Safety Division

Railroad Commission of Texas

Attachment(s): Stipulation, Agreed Settlement and Consent Order.

**RAILROAD COMMISSION OF TEXAS
DAMAGE PREVENTION DOCKET NO. 061033: ENFORCEMENT ACTION
AGAINST TOWN OF FLOWER MOUND FOR VIOLATION OF UNDERGROUND
PIPELINE DAMAGE PREVENTION COMMISSION RULE 16 TEXAS
ADMINISTRATIVE CODE §18.3(a), and 18.11(b) AT 1812 MORNING MIST TRL
(NORTHCREST), FLOWER MOUND, DENTON COUNTY, TEXAS**

STIPULATION, AGREED SETTLEMENT, AND CONSENT ORDER

On this day, the Railroad Commission of Texas ("Commission") considered the above-referenced docket. The Oversight and Safety Division of the Commission, and TOWN OF FLOWER MOUND, through their representatives, have agreed to an informal disposition of the matters under this docket through this Consent Order ("Order"), subject to the approval of the Commission. The Commission has authority to informally dispose of this case through a consent order. Tex. Gov't Code § 2001.056 (1-3).

IN SETTLEMENT OF THIS DOCKET, the Commission and TOWN OF FLOWER MOUND do hereby agree and stipulate as follows:

1. TOWN OF FLOWER MOUND is a person engaged in or preparing to engage in the movement of earth in the vicinity of an underground pipeline containing flammable, toxic, or corrosive gas, a hazardous liquid, or carbon dioxide. 16 Tex. Admin. Code §18.1(a).
2. TOWN OF FLOWER MOUND is a "person" as that term is defined by Title 16 Texas Administrative Code §18.2(16).
3. The Commission and TOWN OF FLOWER MOUND agree that the alleged violations, as set forth in Damage Prevention Docket No. 061033, regarding Title 16 Texas Administrative Code §18.3(a), and 18.11(b), on January 7, 2019, at 1812 MORNING MIST TRL (northcrest), Flower Mound, DENTON County, Texas, are hereby settled and compromised under the terms of this Order.
4. The alleged violation(s) by TOWN OF FLOWER MOUND involve(s) a safety standard or rule relating to the prevention of damage to facilities containing flammable, toxic, or corrosive gas, a hazardous liquid, or carbon dioxide.
5. Neither this Order, or any written or oral offer of settlement related thereto, or any statement contained therein, shall constitute evidence or an admission or adjudication of:
(A) any fact or conclusion of law alleged in or relating to Damage Prevention Docket No. 061033;
(B) any violation of any statute, rule or regulation, or other wrongdoing or misconduct on the part of TOWN OF FLOWER MOUND or any director, officer, agent, employee, contractor or affiliate thereof.
6. The Commission and TOWN OF FLOWER MOUND wish to further the goal of safe operations of earth movement activities near pipelines containing flammable, toxic, or corrosive gas, a hazardous liquid, or carbon dioxide, within the State of Texas.
7. The Commission has considered any history of previous violations by TOWN OF FLOWER MOUND, the seriousness of any alleged violation, and any hazard to the health or safety of the public, and has determined that the facts of this case warrant an informal disposition of the Commission's concerns under the terms of this Order.

8. TOWN OF FLOWER MOUND has elected not to avail itself of the opportunity for public hearing.
9. The Commission has jurisdiction to assess an administrative penalty against TOWN OF FLOWER MOUND. Tex. Util. Code §§ 121.206 and 121.207.
10. An administrative penalty in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) shall be paid to the Commission for the alleged violation(s) asserted against TOWN OF FLOWER MOUND.
11. Respondent has paid the Commission funds in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) as payment of administrative penalties assessed in Damage Prevention Docket No. 061033.
12. The person signing hereunder for TOWN OF FLOWER MOUND has authority to represent TOWN OF FLOWER MOUND in this matter.

Jurisdiction of this docket having been established and an agreement of the parties having been reached, it is, therefore, ORDERED by the Commission that TOWN OF FLOWER MOUND be assessed an administrative penalty in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), and that Damage Prevention Docket No. 061033 be informally disposed of by the Consent Order and closed. All relief not granted in this Order is DENIED.

RAILROAD COMMISSION OF TEXAS

(Order approved and signature affixed by Master

Agreed Order dated _____)

APPROVED AS TO FORM AND SUBSTANCE:

TOWN OF FLOWER MOUND

Signature

By: _____

Please print your name

Title: _____

Please print your title

RAILROAD COMMISSION OF TEXAS
OVERSIGHT AND SAFETY DIVISION
DAMAGE PREVENTION

Penalty Calculation Worksheet for Docket No. 061033

Rule Cited	Rule Description	Suggested Penalty	Amount
18.3(a)	The Excavator did not notify the Notification Center for a locate prior to excavation activities.	\$2,500.00	\$ 2,500.00
18.11(b)	The Excavator did not submit a report of the damage incident to the Commission within 30 days of the incident. (Note: waived).	\$2,000.00	\$ 0.00
	Subtotal of Penalty Amount		\$ 2,500.00
	Penalty Enhancement:	0%	\$ 0.00
	Subtotal (Penalty Amount + Penalty Enhancement):		\$ 2,500.00
	Enforcement Enhancement Amount:		\$ 0.00
	Subtotal (Penalty Amount + Penalty Enhancement + Enforcement Amt):		\$ 2,500.00
	Total Penalty:		\$ 2,500.00

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TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: July 15, 2019

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

ITEM: Consider approval of a Resolution and Agreement with the Union Pacific Railroad to pay for work required for train preemption of the traffic signal at US 377 and Canyon Falls Drive; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: At the June 17, 2019, Town Council meeting, an interlocal agreement with Denton County was approved to help cover the cost of the local match for the Regional Toll Revenue (RTR) funds for the cost of the preemption work by the Union Pacific Railroad (UPRR). A future agreement will be required to receive the RTR funds once the funds are added to the regional Transportation Improvement Program (TIP). The Regional Transportation Council has approved these funds to be added in the August TIP cycle.

This agreement is with UPRR specifically to have work done in the railroad right of way. By signing this agreement, UPRR will be able to start the scheduling and procurement of material for this work. UPRR has indicated that this scheduling process will take a minimum of 6 months before crews can perform this work. Therefore, signing of the agreement ahead of the August TIP cycle is important to put the scheduling process in motion at its earliest possible time.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Not move forward with the agreement. However, any delay in the signing of the agreement will cause delay in the scheduling of the related preemption work. Without the preemption work in place, the traffic signal at the US 377 and Canyon Falls Drive intersection cannot be activated.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Resolution
2. UPRR Agreement

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____

**A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING
EXECUTION OF THE CANYON FALLS SIGNAL DRIVE INTERCONNECT
PREEMPTION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Flower Mound ("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 Texas Local Government Code; and,

WHEREAS, Flower Mound desires to install highway traffic control signals at the intersection of US 377 and Canyon Falls Drive; and

WHEREAS, the installation of the referenced traffic control signals will require coordination with railroad crossing warning devices owned by Union Pacific Railroad ("Railroad").

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

SECTION 1

The Town Council approves the Canyon Fall Drive Signal Interconnect Preemption Agreement, attached hereto as "Exhibit A."

SECTION 2

This Resolution shall become effective from and after its passage.

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

UP Real Estate Folder No.: 2635-76

SIGNAL INTERCONNECT - PREEMPTION AGREEMENT

CANYON FALLS DRIVE
DOT NUMBER 795337Y
MP 730.02 - CHOCTAW SUBDIVISION
FLOWER MOUND, DENTON COUNTY, TEXAS

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and FLOWER MOUND, a municipal corporation or political subdivision of the State of TEXAS to be addressed at 2121 Cross Timbers Road in Flower Mound, TX 75028 ("Political Body").

RECITALS:

WHEREAS, Political Body desires to undertake as its project (the "Project") the installation of highway traffic control signals at the intersection of US 377 and Canyon Falls Drive, DOT Number 795337Y at Railroad's Milepost 730.02 on Railroad's Choctaw Subdivision at or near Flower Mound, Texas as shown on the Railroad Location Print, marked **Exhibit A**, hereto attached and hereby made a part hereof; and

WHEREAS, in connection with the Project, the Political Body has requested the Railroad's cooperation in connection with installing or upgrading grade crossing warning devices and installing the necessary relays and other materials required to interconnect and coordinate the operation of Railroad's grade crossing warning devices with the operation of Political Body's highway traffic control signals. Said work is to be performed at the sole expense of Political Body; and

WHEREAS, Political Body and Railroad, severally and collectively, desire to interconnect and coordinate the operation of said signals.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. RAILROAD GRANTS RIGHT

For good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the Political Body's agreement to comply with the terms and conditions of this Agreement, Railroad hereby grants permission and authority to Political Body to install the conduit with the necessary wiring on Railroad right of way at the Crossing Area, on the conditions that prior to performing any such work on Railroad's property, the Political Body shall, or shall require its Contractor (defined below) to: (i)

obtain the Railroad's approval of the Designs and Standard Drawing (defined below), including the installation method for any work that involves boring under the track, and (ii) notify the Railroad pursuant to the terms and conditions of this Agreement.

Section 2. SCOPE OF WORK

A. Political Body and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at the Crossing Area, in accordance with the signal design schematic marked **Exhibit B** (the "Designs") and the under-track boring drawing marked **Exhibit B-1** (the "Standard Drawing"), with both exhibits being attached hereto and made a part hereof.

B. Political Body, at its expense, shall furnish all material, labor, equipment and supervision for the installation and maintenance of highway traffic control signals at the Crossing Area, as applicable in accordance with the Designs.

C. Railroad, at Political Body's expense, shall furnish all labor, material, equipment and supervision for the following work in connection with the Project (collectively, the "Railroad Work"):

(i) Modification of the current railroad warning devices installed within Railroad's right of way at the Crossing Area, including installation of flashing light signals with gates in accordance with the Designs;

(ii) Installation of the necessary relays and other materials required to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals to be installed by Political Body in accordance with the Designs;

(iv) Engineering (including any preliminary engineering performed by Railroad in connection with the Project prior to the date of this Agreement); and

(v) Flagman or other special protective or safety measures required in connection with the Project ("Flagging Services").

Section 3. REIMBURSEMENT, BILLING AND PAYMENT

A. The Railroad Work, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated December 19, 2018, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Four Hundred Fifty Six Thousand Two Hundred Ninety One Dollars (\$456,291.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. Railroad, in its sole and absolute discretion, shall determine whether Flagging Services are required in connection with the Project. The Political Body acknowledges that whether or not the Estimate includes costs for Flagging Services, such costs shall be at no expense to Railroad.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, Flagging Services (unless such costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 4. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority, including without limitation any CIC (defined below) hired by the Political Body.

Section 5. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any Project work within the Crossing Area or on any portion of Railroad's property, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- (i) execute the Railroad's then current form of Contractor's Right of Entry Agreement (the "CROE Agreement").
- (ii) obtain the then current insurance required in the CROE Agreement; and

(iii) provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Political Body confirms that it will inform its Contractor that it is required to execute the CROE Agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's CROE Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 2877-46

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 6. NOTIFICATION PROVISIONS; FLAGGING SERVICES

A. The Political Body shall require its Contractor to comply with the notice provisions provided in the CROE at all times while on Railroad's property.

B. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Crossing Area or minor maintenance, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad. Political Body agrees to notify the Railroad at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such notices, the Railroad will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's

employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. Political Body or its Contractor shall be permitted to hire a private contractor (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) to perform Flagging Services in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to receiving prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Political Body or its Contractor to utilize a CIC pursuant to the preceding sentence, the Political Body or its Contractor, as applicable, shall be required to obtain Railroad's prior written approval for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party

performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Railroad reserves the right to rescind any approval pursuant to this section, in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

E. If any Flagging Services are performed by Railroad and/or a CIC, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

F. For purposes of clarity, Railroad and Political Body each acknowledge that Railroad may contract a CIC for the performance of any Flagging Services that are part of the Railroad Work or, alternatively, that the Political Body may hire a CIC as a Contractor to perform Flagging Services, subject to the terms and conditions set forth in this Agreement. If any Flagging Services are to be performed in connection with the Project, then, after consultation with the Political Body, Railroad shall determine, in Railroad's sole and absolute discretion, whether Railroad or the CIC will bill the Political Body or, alternatively, the Contractor directly, for the costs of such Flagging Services. If Railroad determines the Contractor will be billed directly pursuant to the foregoing sentence, Political Body agrees that it will pay the Railroad or the CIC, as applicable, on demand for any such costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

Section 8. FIBER OPTICS

Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Political Body and/or its contractor(s). If it is, Political Body will telephone or shall cause its contractor to telephone the telecommunication company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's property.

Section 9. SIGNAL FAILURE/INTERFERENCE

A. Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

B. Except as set forth in this Section, Political Body shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against Political Body arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Political Body on account of any failure of Political Body's traffic signal to operate properly, nor shall Political Body have or be entitled to maintain any action against Railroad arising from any failure of Political Body's traffic signal to operate properly.

Section 11. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

ATTEST:

TOWN OF FLOWER MOUND

Town Secretary

By: _____
Printed Name: _____
Title: _____

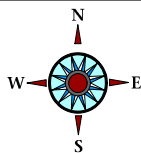
(Seal)

Pursuant to Resolution/Order No. _____
dated: _____, 20__ hereto attached

**EXHIBIT A
TO
SIGNAL INTERCONNECT - PREEMPTION AGREEMENT**

Crossing Area

Exhibit A



RAILROAD LOCATION PRINT OF A PUBLIC CROSSING SURFACE UPGRADE

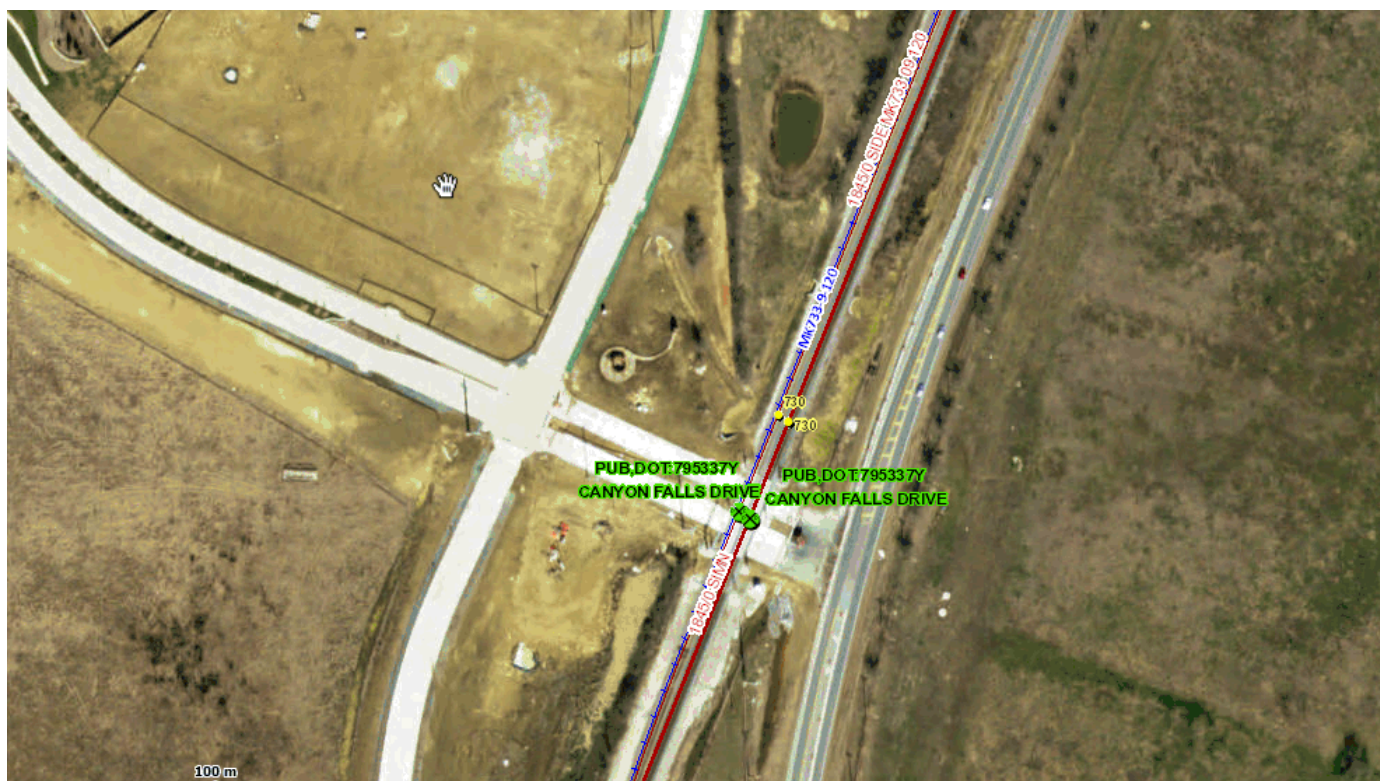


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

Canyon Falls Drive At-Grade Public Road Crossing
(DOT No. 795337Y)

Mile Post 730.02 – Choctaw Subdivision
City of Flower Mound, County of Denton, State of
Texas

33.0713375, -97.2022489

Railroad Location Print of an crossing signal interconnect project with the
CITY OF FLOWER MOUND

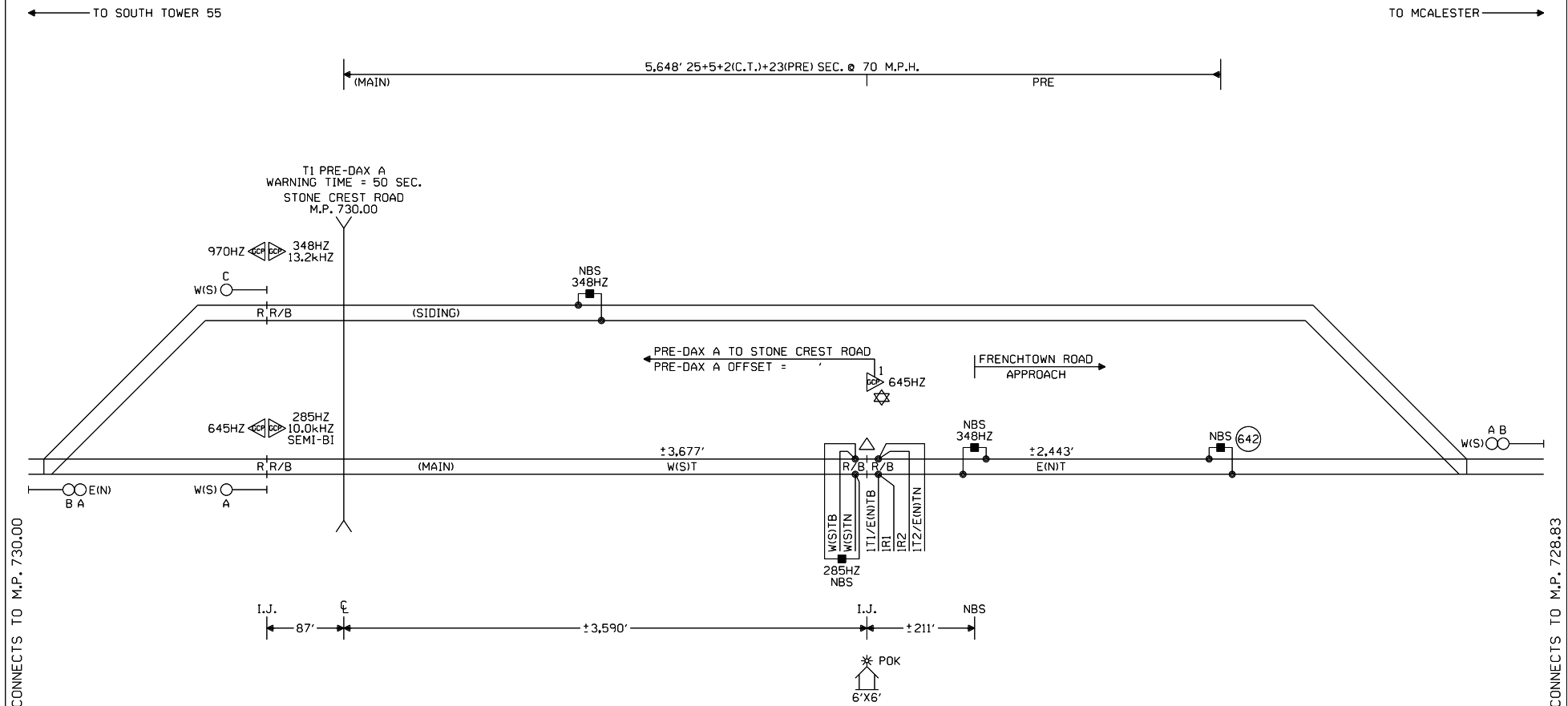
WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE
CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF
FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

**EXHIBIT B
TO
SIGNAL INTERCONNECT - PREEMPTION AGREEMENT**

Design Schematic



NOTES:

- ⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6
- TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH.
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S
RECOMMENDATION.
- ALL BUNGALOW WIRING TO BE #16 AWG FLEX
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND
WIRE TO BE #6 AWG FLEX OR LARGER.
- REFER TO UP STANDARD DWG. FOR BUNGALOW
GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD
FOR 240V TO 240V IS PROVIDED AS WELL
AS A 120V TO 240V ADAPTER.
- △ = ENSURE TRACK POLARITY IS
TRANPOSED ACROSS ALL
INSULATED JOINTS.
- ☆ = GCP TO OPERATE IN SEMI-BI
DIRECTIONAL MODE. USE TAB 627
COUPLER.

OFFSET AND DISTANCES
TO BE VERIFIED BY FIELD

W(S) ← ○ → E(N)

CABLE TABULATION

CABLE NO. 1 7C.NO.14 U.G.B.T. HOUSE TO M.P. 730.00

MODIFICATION LEVEL

Q.A. LAST LEVEL CHECKED	DV
LAST LEVEL MOD THIS TYPICAL	DV
LAST LEVEL BY DESIGNER	DV
CHANGED FROM TYPICAL?	Y
REV 09.23.16 4K REMOTE.1	

CIRCUIT
MODIFICATIONS
ARE NOT TO BE
MADE WITHOUT
AUTHORITY FROM
THE OFFICE OF
SIGNAL DESIGN

Date: 09/28/18
Des: PRS
Chk: SWP
AFE: 46748

UNION PACIFIC RAILROAD

REGENERATIVE REPEATER
CHOCTAW SUBDIVISION

Office of AVP Engineering - Signal

Omaha, Nebraska

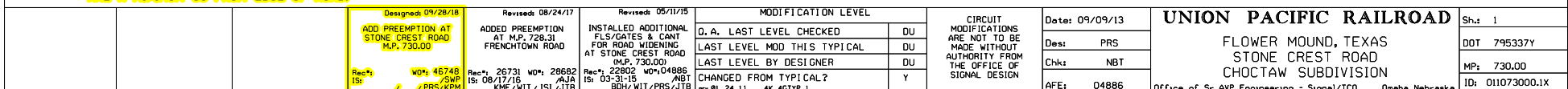
NEW SHEET

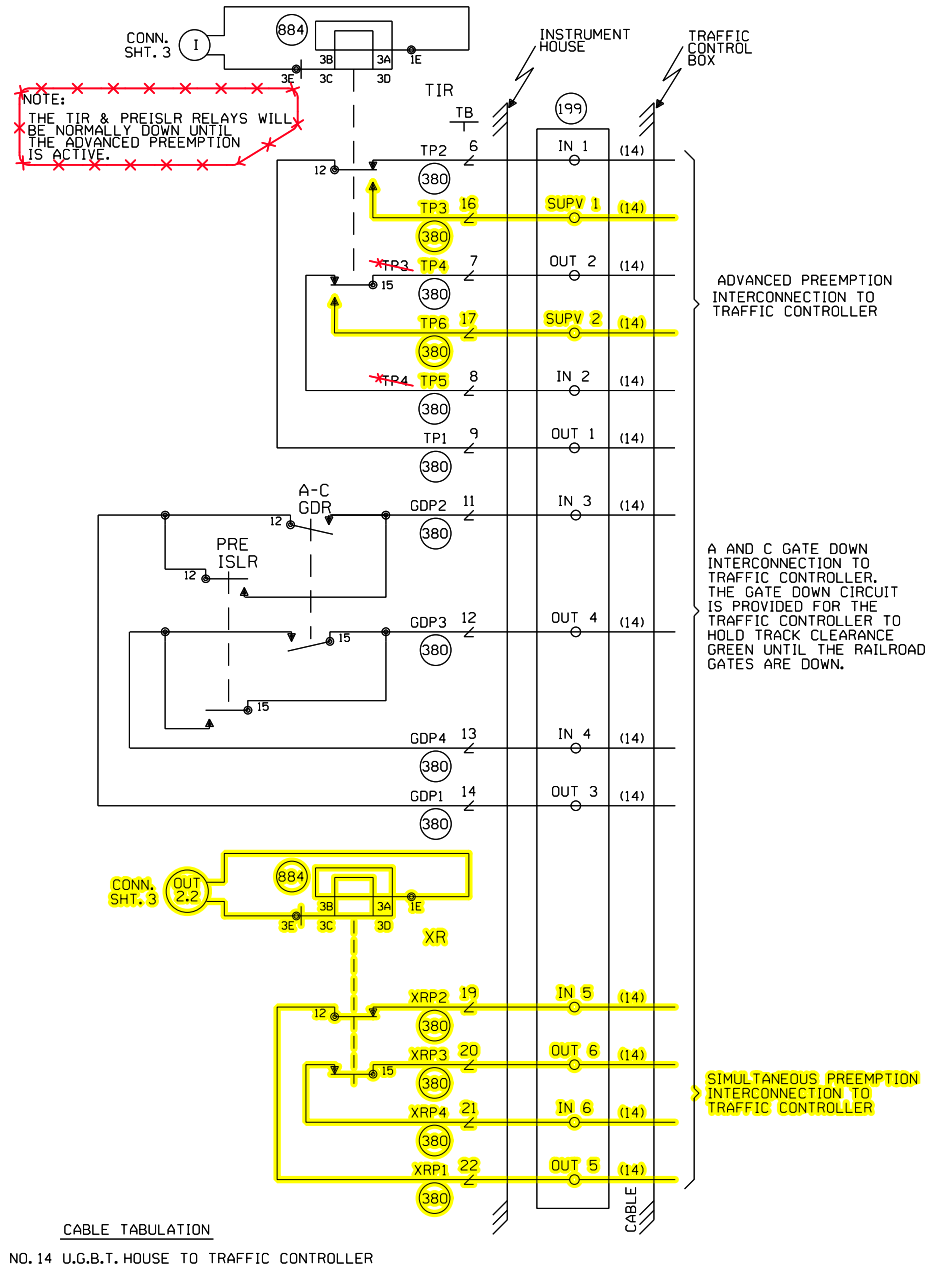
Sheet 1

MP: 729.29

ID: 011072929.15

Designed: 09/28/18
ADD PREEMPTION AT
STONE CREST ROAD
M.P. 730.00
Rev: 09/28/18
WGP: 46748
IS: /SWP
/PRS/KPM





CABLE TABULATION

CABLE NO.14 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER

Designed: 09/28/18
 ADD PREEMPTION AT
 STONE CREST ROAD
 M.P. 730.00

Rec'd: 03-31-15
 158 / PRS/KPM

Revised: 05/11/15
 INSTALLED ADDITIONAL
 FLS/GATES & CANT
 FOR ROAD WIDENING
 AT STONE CREST ROAD
 (M.P. 730.00)
 Rec'd: 22802 W04/04886
 158 / SVP / PRS/KPM

MODIFICATION LEVEL	
Q. A. LAST LEVEL CHECKED	DU
LAST LEVEL MOD THIS TYPICAL	DU
LAST LEVEL BY DESIGNER	DU
CHANGED FROM TYPICAL?	Y

CIRCUIT
 MODIFICATIONS
 ARE NOT TO BE
 MADE WITHOUT
 AUTHORITY FROM
 THE OFFICE OF
 SIGNAL DESIGN

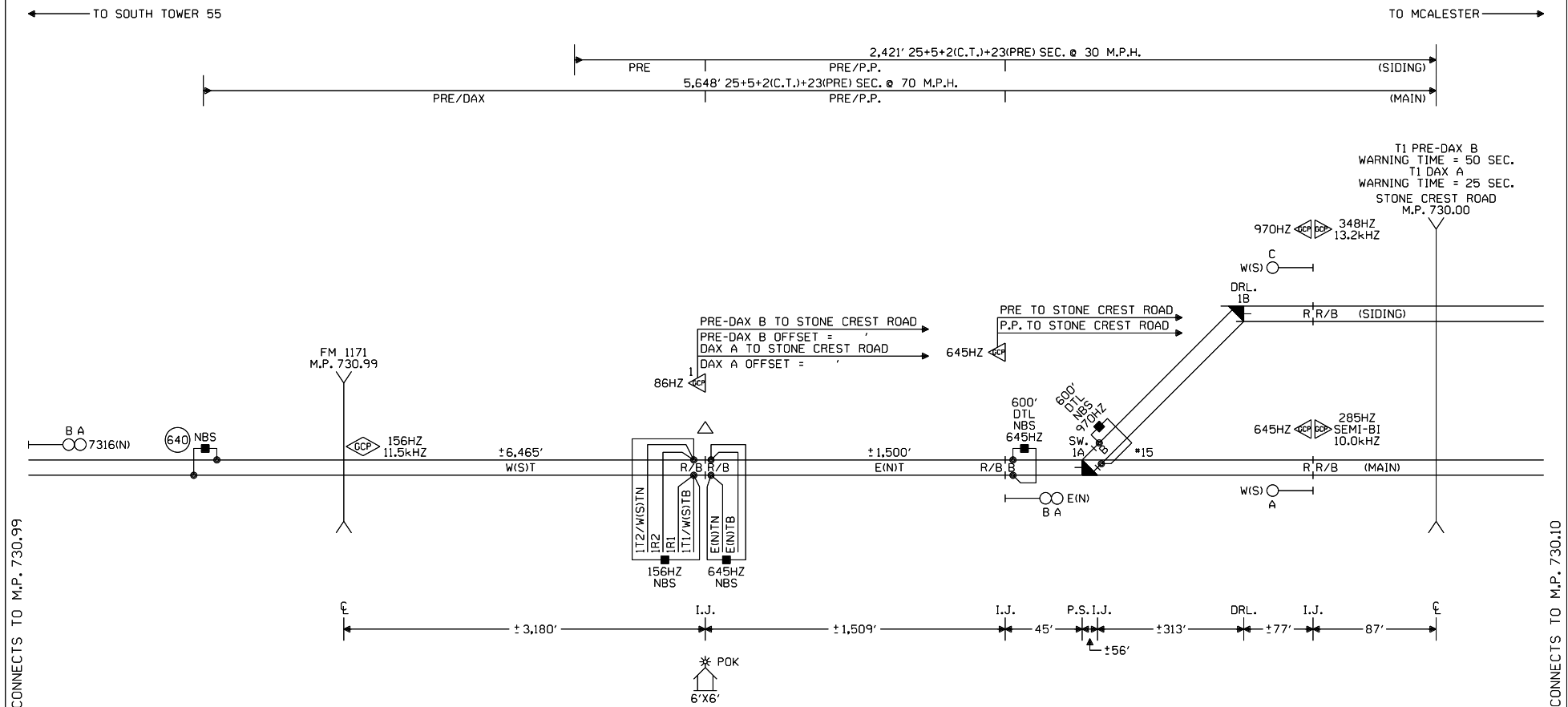
Date: 09/09/13
 Des: PRS
 Chk: NBT
 AFE: 04886

UNION PACIFIC RAILROAD

FLOWER MOUND, TEXAS
 STONE CREST ROAD
 CHOCTAW SUBDIVISION

Office of Sr AVP Engineering - Signal/TCO Omaha, Nebraska

Sh: 1A
 DOT 795337Y
 MP: 730.00
 ID: 011073000.IAX



CONSTRUCTION NOTE:

1. ALLOCATE FOR THE FOLLOWING FOR M.P. 731.60
(1)-86HZ TRACK FILTER (TAB 729)
2. ALLOCATE FOR THE FOLLOWING FOR M.P. 730.37
(1)-86HZ TRACK FILTER (TAB 729)

NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH.
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S
RECOMMENDATION.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND
WIRE TO BE #6 AWG FLEX OR LARGER.

REFER TO UP STANDARD DWG. FOR BUNGALOW
GROUNDING.

PORTABLE GENERATOR EXTENSION CORD
FOR 240V TO 240V IS PROVIDED AS WELL
AS A 120V TO 240V ADAPTER.

△ = ENSURE TRACK POLARITY IS
TRANSPosed ACROSS ALL
INSULATED JOINTS.

OFFSET AND DISTANCES
TO BE VERIFIED BY FIELD

W(S) ← ○ → E(N)

CABLE TABULATION

CABLE NO. 1 7C.NO.14 U.G.B.T. HOUSE TO M.P. 730.00

MODIFICATION LEVEL

Q.A. LAST LEVEL CHECKED	DV
LAST LEVEL MOD THIS TYPICAL	DV
LAST LEVEL BY DESIGNER	DV
CHANGED FROM TYPICAL?	Y
REV. 09.23.16	4K REMOTE.1

CIRCUIT
MODIFICATIONS
ARE NOT TO BE
MADE WITHOUT
AUTHORITY FROM
THE OFFICE OF
SIGNAL DESIGN

Date: 09/28/18
Des: PRS
Chk: SWP
AFE: 46748

UNION PACIFIC RAILROAD

REGENERATIVE REPEATER
CHOCTAW SUBDIVISION

Office of AYP Engineering - Signal

Omaha, Nebraska

Sh: 1

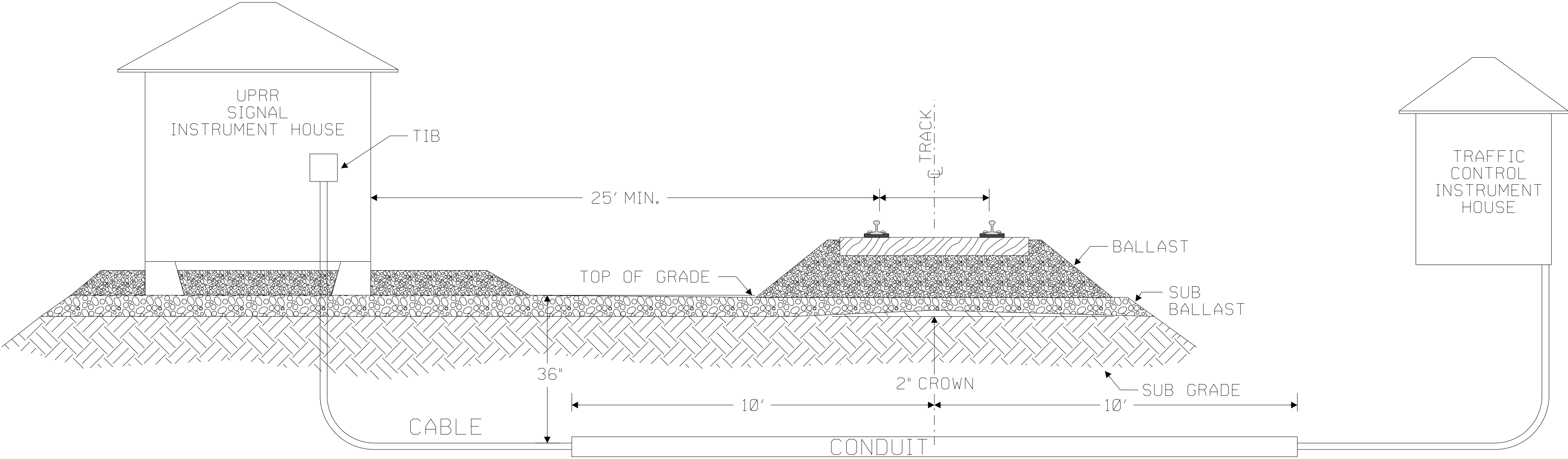
MP: 730.37

ID: 011073037.15

NEW SHEET

**EXHIBIT B-1
TO
SIGNAL INTERCONNECT - PREEMPTION AGREEMENT**

Standard Drawing



NOTES:

- 1. LOCAL AGENCY IS TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION FOR THE INSTALLATION OF TRAFFIC INTERCONNECT OR TRAFFIC PREEMPTION WIRE. UPRR FORCES MUST BE PRESENT PRIOR TO AND DURING ANY WORK ON UPRR RIGHT OF WAY.
- 2. CONDUIT REQUIRED TO EXTEND A MINIMUM OF 10' FROM CENTER OF TRACK.
- 3. TRENCH INTERCONNECT WIRING A MINIMUM OF 36" BELOW TOP OF GRADE.
- 4. CABLE IS TO DEMARK AT UPRR PROVIDED TIB ON UPRR SIGNAL ENCLOSURE.
- 5. GROUND TESTS MUST BE TAKEN PRIOR TO WORK AND AFTER WORK IS COMPLETED.
- 6. PRIOR TO CUTOVER, UPRR SIGNAL AND LOCAL TRAFFIC DEPARTMENTS MUST REVIEW THE INSTALLATION.
- 7. DURING CUTOVER, UPRR SIGNAL AND LOCAL TRAFFIC DEPARTMENTS MUST BE PRESENT.

STANDARD DRAWING

UNION PACIFIC

UNDER-TRACK BORING FOR TRAFFIC INTERCONNECT OR TRAFFIC PREEMPTION WIRING

REV. DATE	TRAFFIC FREEMPTION WORKING		
09-03-15		FILE OWNER: UPRR	DATE: 06-08-15
06-08-15		REV. NO.: 2	DWG NO: 926115UP

926115UP

**EXHIBIT C
TO
SIGNAL INTERCONNECT - PREEMPTION AGREEMENT**

Railroad's Material & Force Account Estimate

Material And Force Account Estimate
City of Flower Mound, TX

Page 1 of 646

Estimate Creation Date: 12/19/2018 Number: 120144 Version: 1

Estimate Good Until 09/19/19

Location: CHOCTAW SUB, SIMN, 719.53-747.99

Buy America: Yes

Description of Work: Choctaw Sub MP 729.98 Flower Mound, TX Canyon Falls Dr. DOT#795337Y WO#46748
PID#105923 100% Recollectable

COMMENTS	Description	SubDivision	From MP	To MP	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 00%	Agncy 100%
SIGNAL												
	Xing - 1 Trk Remote CWE and House	CHOCTAW SUB	719.53	747.99	2	EA	54,337.00	28,800	79,874	108,674	0	108,674
	Xing - IXS Track Circuit				2	EA	14,951.00	11,072	18,830	29,902	0	29,902
	Xing - Track Filter/Battery				3	EA	240.00	0	720	720	0	720
	Xing - Semi-Bi Coupler				2	EA	898.00	0	1,796	1,796	0	1,796
	Xing - IJ				2	PR	9,000.00	8,996	9,004	18,000	0	18,000
	Xing - Dax Cable 1000'				8	EA	6,440.00	32,000	19,520	51,520	0	51,520
	Xing - Preemption Circuit (Existing Location)				1	LS	7,726.00	4,800	2,926	7,726	0	7,726
	Xing - Engineering Design				1	LS	10,914.00	10,914	0	10,914	0	10,914
	Xing - Boring				1	LS	10,000.00	0	10,000	10,000	0	10,000
	Xing - Contract Services for Preempt Cutover				1	LS	20,000.00	0	20,000	20,000	0	20,000
	Xing - Fill/Rock/Gravel				1	LS	3,000.00	0	3,000	3,000	0	3,000
Fed w/ IND & OVH 190.55%	Xing - Labor Additive				1	LS	184,039.00	184,039	0	184,039	0	184,039
MP 730.37 & MP 729.29	Xing - Meter Service				2	LS	5,000.00	0	10,000	10,000	0	10,000
Sub-Total =								280,621	175,670	456,291	0	456,291

Totals = 280,621 175,670 456,291 0 456,291

Grand Total = \$456,291

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, City of Flower Mound, TX will pay actual construction costs at the current rates effective thereof.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: July 15, 2019

FROM: Wendell Mitchell, Assistant Police Chief *WMM*

ITEM: Consider approval of an amendment of the Axon Enterprise, Inc., Master Service Agreement, for the acquisition of in car video camera products and storage; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The use of in-car video recording systems has been a best practice for law enforcement agencies for years. These systems are an effective tool to collect valuable evidence, enhance officer training, and improve transparency related community interactions. The Flower Mound Police Department has utilized this tool for more than twenty years.

Over the next several months the Flower Mound Police Department will begin replacing the current WatchGuard in-car video recording systems as the units are due for replacement. In-car video recording systems function effectively for approximately four to five years before needing to be replaced because of the following: the climate in north Texas, the in-car conditions, and system updates. The Police Department is proposing to replace these systems with Axon Enterprise, Inc., ("Axon") fleet in-car video recording system. We selected Axon over WatchGuard following a trial of the Axon fleet in-car system and found the quality to be comparable to WatchGuard. Further, the trial of Axon's fleet in-car system found it was a well-designed replacement; that provided more functionality for patrol officers; and have more efficient and effective software and data management than our current in-car system.

The Town of Flower Mound currently has a Master Service Agreement with Axon. The same agreement which allows us to deploy our Axon body worn cameras. Approval of this amendment will allow the Police Department to acquire Axon fleet in-car video recording systems as our current systems are due for replacement. If approved, this purchase will be made with existing budgeted funds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Although the use of in-car cameras is a best practice for police agencies it is not required by statute, so the department could operate without them. Alternatively, we could remain with our current vendor at a comparable cost.

FISCAL IMPACT: 53,655.00 (4 year contract)

Proposed Expenditure:	Account Number(s):
\$10,059.00	565-450-84500-6130

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 amendment as to form and legality.

ATTACHMENTS:

1. Axon Master Service and Purchasing Agreement
2. (Axon) First Amendment to Master Services and Purchasing Agreement
3. Axon Quote

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

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Town of Flower Mound, Texas (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 Term. This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 Definitions.

“Confidential Information” means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

“Evidence.com Service” means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

“Products” means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

“Quote” is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

“Services” means all services provided by Axon pursuant to this Agreement.

3 Payment Terms. Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys’ fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote

pricing is subject to change if the phased deployment changes.

- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Destination via common carrier and title and risk of loss pass to the Agency upon delivery to the Agency. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
 - 7.2 **Warranty Limitations.**
 - 7.21 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.
 - 7.22 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions,**

whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.23 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall

under Workers Compensation coverage.

12 IP Rights. Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 IP Indemnification. Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 Agency Responsibilities. The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under

this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

- 15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.
- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not

create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the State of Texas, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United

Nations Convention for the International Sale of Goods does not apply to this Agreement. Exclusive Venue for any conflict arising from this Agreement will be in a court of competent jurisdiction within Denton County, Texas.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: Robert Driscoll
Name: Robert Driscoll
Title: VP, Associate General Counsel
Date: 10/3/2018 | 4:18 PM CDT

Town of Flower Mound, Texas

Signature: Steve Dixon
Name: Steve Dixon
Title: Mayor
Date: 10/3/2018 | 7:09 PM CDT

Evidence.com Terms of Use Appendix

1 Evidence.com Subscription Term. The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 Access Rights. “Agency Content” means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user’s access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 Agency Owns Agency Content. The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users’ use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 Evidence.com Data Security.

4.1. Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJS) Security Addendum for the Term of this Agreement.

5 Axon's Support. Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5.1. Support of Android Applications. For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

6 Data Privacy. Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7 Data Storage. Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in

archival storage will not have immediate availability, and may take up to 24 hours to access.

- 8 Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

- 8.1.** The Termination provisions of the Master Service Agreement apply;
- 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3.** If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

- 9 Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10 License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

- 11 After Termination.** Axon will not delete any Agency Content as a result of a termination
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during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 12** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Body Worn Camera Full Service Package (BWC Full Service).** The BWC Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for \$2,500 per day. The full set of service options includes:

System set up and configuration
• Setup Axon View on smart phones (if applicable) • Configure categories & custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access • Work with IT to install Evidence Sync software on Agency computers (if applicable) • One on-site session included
Dock configuration
• Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary • Authenticate Dock with Evidence.com using "admin" credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session
• Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera products and Evidence.com Service • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions
Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com
Axon instructor training (Train the Trainer)
Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
Evidence sharing training
Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go live training and support sessions
• Assistance with device set up and configuration • Training on device use, Evidence.com and Evidence Sync
Implementation document packet
Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review

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- 3 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote and in this Appendix. Any additional services will be considered out of the scope.
- 4 **Delivery of Services.**
- 4.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 4.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 6 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 7 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form,
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the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 8** **Liability for Loss or Corruption of Data.** For any work performed by Axon transiting or making use of Agency's network, maintenance and functionality of the network are the sole responsibility of the Agency. In no event will Axon be liable for loss, damage, or corruption of Agency's network infrastructure from any cause.

Technology Assurance Plan Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.
- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER X26P or X2 CEW, with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the X26P or X2 CEW, battery and holster by providing a \$0 purchase order. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b)

only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5** **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.
- 6** **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
- 6.1. TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.
- 6.2. OSP or Unlimited TAP.** If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.
- 7** **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.
- 8** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is
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terminated. Once TAP coverage is terminated for any reason, then:

- 8.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 8.2.** Axon will not and has no obligation to provide the free upgrades.
- 8.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 8.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

First Amendment to Master Services and Purchasing Agreement

This First Amendment (**Amendment**) is between Axon Enterprise, Inc. (**Axon**) and Town of Flower Mound, Texas (**Agency**). This Amendment is effective as of the last signature date on this Amendment.

On October 3, 2018 the parties entered into a Master Services and Purchasing Agreement (**Agreement**).

The Parties now wish to incorporate certain changes into the Agreement.

1. The attached are hereby incorporated into the Agreement:
 - a. Axon Fleet Appendix
 - b. Quote #Q-191315 ("**Fleet Quote**")
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Town of Flower Mound, Texas

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Fleet Appendix

- 1 **Axon Fleet Axon Evidence Subscription.** The Axon Evidence subscription for Axon Fleet begins after shipment of Axon Fleet hardware. If Axon ships Fleet hardware in the first half of the month, the start date is the 1st of the following month. If Axon ships in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase. Subsequent phases will begin upon shipment of that phase. The Axon Fleet subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Fleet Subscription**").

- 2 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

- 3 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Fleet Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

- 4 **Statement of Work.** If Agency purchases installation services for Axon Fleet, the Statement of Work ("**Fleet SOW**") attached to this Appendix details Axon's deliverables to Agency with respect to the installation of Axon Fleet and any related hardware. Axon is only responsible for performing the services described in the Fleet SOW. Any additional services are out of scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.

- 5 **Third Party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" services from Axon; (b) does not follow instructions provided by Axon during train the trainer, or (c) uses a third party to install the hardware (collectively, "**Third Party Installer**"), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for any degradation in performance that does not meet Axon's specifications or damage to Axon Fleet hardware due to Third Party Installers.
 - 5.1. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third Party Installer.
 - 5.2. If Agency utilizes Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

- 6 **Wireless Offload Software.**
 - 6.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Products for the number of licenses purchased. The WOS term begins upon the start of the Axon Fleet Subscription.
 - 6.2. **License Restrictions.** All licenses granted in this Agreement are conditional on compliance with this Agreement and will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access

or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive product or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

6.3. Updates. If Agency purchases WOS maintenance, Axon will make any updates and error corrections to WOS ("**WOS Updates**") available electronically via Internet or media as determined solely by Axon. Agency is responsible for establishing and maintaining adequate Internet access in order to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

6.4. WOS Support. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

7 Wireless Microphone Subscription. The Axon Fleet Wireless Microphone is only compatible with Axon Fleet 2. The Wireless Microphone subscription requires a 5-year term. If this Agreement terminates for any reason before the end of the 5-year term, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.

8 Fleet 2 Unlimited. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware and unlimited Axon Evidence storage for data originating from an Axon Fleet Camera.

9 Fleet 2 Unlimited Upgrade. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Fleet Subscription, Axon will provide Agency with a new front and new rear Axon Fleet camera that is the same or like product, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Fleet Subscription. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon, including serial numbers of the destroyed Products. If Agency does not destroy or return the Products to Axon, Axon will deactivate the serial numbers for the Products received by Agency.

10 Spares. Axon will provide Agency a predetermined number of spare Axon Fleet cameras for as listed in the Quote ("**Fleet Spares**"). Fleet Spares will replace broken or non-functioning units. If Agency utilizes a Fleet Spare, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product.

11 Fleet Unlimited Termination. If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once

Axon Fleet Unlimited terminates for any reason, then:

- 11.1.** Axon Fleet Unlimited coverage terminates and no refunds will be given.
- 11.2.** Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
- 11.3.** Axon will invoice Agency the then current MSRP for all Spare Products provided under Axon Fleet Unlimited. If Agency returns Spare Products within 30 days of the invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 11.4.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.
- 11.5.** If Agency purchases Products for less than the MSRP and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-191315-43609.607CM

Issued: 05/24/2019



Quote Expiration: 06/30/2019

Account Number: 157674

Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00019126

SALES REPRESENTATIVE

Chris Morton
Phone: (206) 310-6165
Email: cmorton@axon.com
Fax:

PRIMARY CONTACT

Darren Branch
Phone: 972-874-7587
Email: darren.branch@flower-mound.com

SHIP TO

Darren Branch
Flower Mound Police Dept. - TX
4150 KIRKPATRICK LN
FLOWER MOUND, TX 75028
US

BILL TO

Flower Mound Police Dept. - TX
4150 KIRKPATRICK LN
FLOWER MOUND, TX 75028
US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	9	645.00	645.00	5,805.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	9	0.00	0.00	0.00
Hardware					
80179	FLEET 2 TAP TRUE-UP PAYMENT	9	406.00	406.00	3,654.00
71088	AXON FLEET 2 KIT	9	0.00	0.00	0.00
80192	5 YEAR TAP, FLEET 2 KIT	9	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	9	0.00	0.00	0.00
Other					
No Custom Triggers	No Custom Triggers (Declined)	1	0.00	0.00	0.00
No Router	No Router (Declined)	9	0.00	0.00	0.00
Customer Provided Server	This is a placeholder item for the WOS bundles which allows reps to indicate that a customer is providing their own server hardware.	1	0.00	0.00	0.00
Services					
80131	TRAIN INSTALLER OR INSTALL FACILITY, 2 DAYS ONSITE, PER SITE	1	2,500.00	0.00	0.00
WiFi Offload					
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	1	600.00	600.00	600.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload (Continued)					
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	1	0.00	0.00	0.00
Subtotal					10,059.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					10,059.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	9	1,548.00	1,548.00	13,932.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	9	0.00	0.00	0.00
WiFi Offload					
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	1	600.00	600.00	600.00
Subtotal					14,532.00
Estimated Tax					0.00
Total					14,532.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	9	1,548.00	1,548.00	13,932.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	9	0.00	0.00	0.00
WiFi Offload					
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	1	600.00	600.00	600.00
Subtotal					14,532.00
Estimated Tax					0.00
Total					14,532.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	9	1,548.00	1,548.00	13,932.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	9	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload					
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	1	600.00	600.00	600.00
				Subtotal	14,532.00
				Estimated Tax	0.00
				Total	14,532.00
				Grand Total	53,655.00



Discounts (USD)

Quote Expiration: 06/30/2019

List Amount	56,155.00
Discounts	2,500.00
Total	53,655.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	10,059.00
Year 2	14,532.00
Year 3	14,532.00
Year 4	14,532.00
Grand Total	53,655.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Flower Mound Police Dept. - TX

Quote: Q-191315-43609.607CM

Sold By:	Chris Morton
Designed By:	Jason South
Installed By:	Customer
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Flower Mound Police Dept. - TX
Total Configured Vehicles • 9 Total Vehicles with this Configuration Video Capture Sources • 18 Total Cameras Deployed • 1 Axon Signal Unit(s) Per Vehicle Mobile Data Terminal Per Vehicle • 1 Located In Each Vehicle Mobile Router Per Vehicle • 1 Cradlepoint IBR900 Series Offload Mechanism • Wi-Fi Evidence Management System • Evidence.com  Axon Camera  Signal Unit  In-Car Router  Battery Box	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900 Series router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Customer will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	18	36	
	Mobile Data Terminal	9		
	Cradlepoint IBR900 Series	9		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install. Clip vs Rip installation removal: - o It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. - o A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.

WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 15 concurrent vehicles offloading at any given time.
	1 servers are required to facilitate the offload of in-car data to Evidence.com
	2 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Cradlepoint IBR900 Series will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Customer will provide all wireless access points for installation.
	Axon will provide all server(s) for this installation.
	Customer will provide the data switch for this installation.
	Customer will provide the server rack for this installation.
	Customer will provide the KVM, monitor and mouse for this installation.
	Customer will provide the Uninterruptible Power Supply (UPS) for this installation.
	Servers will maintain a Sustained Disk Write Speed of Mbps.
	An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.

Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps	
	Shifts per Day	3	Shifts	
	Maximum Offline Time	1	Days	
	Hours Of video Recorded Per Shift	2	Hours	
	Number of Vehicles per Shift at Site	12	Vehicles	
	Max Concurrent Vehicles Offloading	15	Vehicles	
	Available Internet Upload Bandwidth	600	Mbps	
Variables	Vehicle Offload Time	30	Minutes	
	Wi-Fi Overhead	20	Percent	
	Network Protocol Overhead	20	Percent	
	Max Storage Utilization %	40	Percent	
Results	Data Size per Vehicle / Shift	6300	MB	

Network Considerations

Results	Required Throughput Per Verhicle	28	Mbps	
	Minimum Wi-Fi Speed	28	Mbps	
	Total Data per Shift	73.83	GB	
	Total Data per Day	221.48	GB	
	Total Offload Bandwidth	421	Mbps	
	Total Storage	55371.09	GB	
	Required Sustained Network Bandwidth	443	Mbps	
	Sustained Disk Write Speed	53	Mbps	
	Min. Supportable Throughput to E.com	21	Mbps	
	E.com Throughput Difference	579	Mbps	

Notes

BuyBoard 568-18 used for pricing and purchasing justification.

This quote is co-termed with quote Q-156470 (executed contract #00019126). Year one has been pro-rated to 5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 6/1/2019-6/15/2019. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Fleet 2.0 hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 1 replacement at the same time as the equipment originally deployed on this existing contract as determined by quote Q-156470. This will take place at the end of the contract on date 11/30/2023.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Name (Print): _____ PO# (Or write N/A): _____	Date: _____ Title: _____
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Please sign and email to Chris Morton at cmorton@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-191315-43609.607CM

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TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: July 15, 2019

FROM: Joelle Hainley, Building Official

ITEM: Consider approval of an Ordinance amending Chapter 14, “Buildings and Building Regulations,” Article II, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the 2018 edition of the *International Building Code* and local amendments thereto.

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and have replaced the Uniform Codes that were used in the past.

The Town of Flower Mound has been involved and supportive throughout the code development process and in the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG).

The International Codes were developed with the support of many organizations that have interest in the construction industry, although the final vote on all items is by code officials only. Work on the International Codes has been a model of democracy, without territorial disparities getting in the way. The American Institute of Architects and the National Association of Home Builders were both very active participants in the code development process.

The Building Codes are a set of universally accepted standards adopted as guidelines for construction of buildings and related building operations. The term “building codes” is a generic phrase that actually encompasses several individual codes, each of which must be approved and adopted by the Town Council before they can be applied or enforced.

The Town of Flower Mound is currently using the 2015 *International Building Code*. The 2018 *International Building Code* is the most current published building code at this time. It takes at least a year for area cities to complete the review of the code and recommend regional amendments to the code through the Council of Governments.

The *International Building Code* (IBC) addresses the general design and construction aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IBC specifies, for example, how many exits are required for a building, what type of construction material may be used on the structure, and what special rules exist for the construction of the framework.

In addition to adopting the IBC, the proposed ordinance adopts certain local amendments to the Code to meet the unique needs of the Town. These local amendments, prepared by NCTCOG, have been reviewed, approved, and modified as appropriate by Town staff.

FISCAL IMPACT: N/A

LEGAL REVIEW: Benjamin Gibbs 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 CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR THE ADOPTION OF THE 2018 EDITION OF THE *INTERNATIONAL BUILDING CODE* AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and

WHEREAS, the *International Building Code* has been prepared by the ICC, and in addition to review by the North Central Texas Council of Governments (NCTCOG), has been reviewed by Town staff; and

WHEREAS, the current building code in the Town is the 2015 edition of the *International Building Code*, and the Town's building code should be updated to the most current published building code available; and

WHEREAS, the 2018 edition of the *International Building Code* is the most current published code available that addresses the general design and construction aspects of all buildings in the Town, except one- and two-family dwellings and townhouses (which are covered by the *International Residential Code*); and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2018 edition of the *International Building Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public; and

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-31 of the Code of Ordinances of the Town of Flower Mound, entitled “International Building Code Adopted,” is hereby repealed and replaced with the following provision:

“Sec. 14-31. International Building Code Adopted

The *International Building Code*, 2018 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the building code of the town, the same as though the provisions of the *International Building Code*, 2018 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-32.”

SECTION 3

From and after the effective date of this Ordinance, Section 14-32 of the Code of Ordinances of the Town of Flower Mound, entitled “Amendments to International Building Code,” is hereby repealed and replaced with a new Section 14-32, also entitled “Local Amendments to International Building Code,” to read as follows:

“Sec. 14-32. Local Amendments to International Building Code

The building code adopted in section 14-31 is hereby amended as follows, and all sections not expressly amended remain in full force and effect.

- (a) Section 101.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the Building Code of The Town of Flower Mound, hereinafter referred to as “this code.”

- (b) Section 101.4 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 101.4. Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards,

each reference to said codes and standards shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted and amended.

- (c) Section 101.4.8 of the *International Building Code*, 2018 edition, is hereby added to read as follows:

Section 101.4.8. Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

- (d) Section 103 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 103 DEPARTMENT OF BUILDING INSPECTIONS

- (e) Section 103.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 103.1. Creation of enforcement agency. The Department of Building Inspections is hereby created and the official in charge thereof shall be known as the *building official*.

- (f) Section 104.2.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 104.2.1. Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. Deleted.

- (g) Section 104.10.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 104.2.1. Flood hazard areas. Deleted.

- (h) Section 105.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 105.1. Required. Any owner, contractor, or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing

system, the installation of which is regulated by this code, or causes any such work to be done, shall first make application to the *building official* and obtain the required *permits*.

It shall be the responsibility of any person, firm, or corporation, upon submittal of an application for a building permit for work regulated by this code, to register as a contractor with the Town of Flower Mound. This form must be submitted with the permit application. Said registration shall be upon forms supplied by the *building official* and shall become null and void on December 31st of each year. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound.

Any contractor registration regulated by this code may be placed on hold or suspended by the *building official*, thereby preventing any additional *permits* being issued to the contractor or applicant, if it is determined by the *building official* that corrective action is needed for compliance with the requirements of Chapter 18, Article II, Section 18-32. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the *building official*.

- (i) Section 105.2 of the *International Building Code*, 2018 edition, is hereby amended by deleting Item Nos. 1, 2, 6, 10 and 12, from the list of items that are exempt from building permit requirements.
- (j) Section 105.5 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 105.5. Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. For this section, *suspended* or *abandoned* will be defined as an elapsed time of 180 days between any two approved required inspections. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing, and justifiable cause demonstrated. Once a *permit* becomes invalid and before such building or work can be recommenced, a new *permit* shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new *permit* for such building or work, provided no changes have been made or will be made in the previously submitted and approved plans and specifications for such building or work; and provided further that such suspension or

abandonment has not exceeded one year. In order to renew action on a *permit* after expiration of more than one year, the permittee shall pay a new full *permit* fee.

- (k) Section 109.4 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 109.4. Work commencing before permit issuance. Whenever work for which a *permit* is required by this code has been commenced without first obtaining a *permit*, a special investigation shall be made before a permit may be issued for such work. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a citation and/or an investigation fee equal to the total permit fee for that project, and this citation and/or investigation fee shall be in addition to the required permit fees. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law for performing work without the required permit(s).

- (l) Section 110.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 110.1. General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official*, and such work shall remain visible and able to be accessed for inspection purposes until approved. Before any inspection is approved, all rights-of-way, streets, and alleys shall be clean and clear of mud, sand, concrete, and building materials. All trash, construction debris, and construction material on site shall be contained. In addition to the above requirements, toilet facilities shall be provided for construction workers, and such facilities shall be maintained in a sanitary condition. Construction-worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner, contractor, or the owner's authorized agent to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

- (m) Section 110.3.5 of the *International Building Code*, 2018 edition, is hereby amended by deleting the exception to such Section as follows:

Section 110.3.5. Lath and gypsum board inspection. Exception:
Deleted.

- (n) Section 110.3.11 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 110.3.11. Final inspection. The final inspection shall be made after all work required by the building *permit* is completed. No building or structure or any portion of a building or structure shall be occupied by persons or possessions without first receiving final inspection and approval from the *building official*.

- (o) Section 111.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 111.1. Use and Occupancy. No building or structure shall be used or occupied by persons or possessions, and no change in the existing occupancy classification or change in tenant or change in business name or ownership of a building or structure or portion thereof shall be made until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

- (p) Section 113.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 113.1. General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The members of the Flower Mound Board of Adjustment are hereby appointed to serve as the Board of Appeals as provided by the *International Building Code*, 2018 edition. Any changes in membership of the Flower Mound Board of Adjustment shall likewise be reflected in the membership of said Board of Appeals.

- (q) Section 202 of the *International Building Code*, 2018 edition, is hereby amended by amending the definitions of “ambulatory health care facility”, “assisted living facilities”, “atrium”, “high-rise building” and creating a new definition for “construction trash and debris” to read as follows, each of

which definitions shall be inserted into the list of definitions to replace the amended definition or add a new definition in alphabetical order:

Section 202. Definitions. {Text of existing definitions save and except to the extent specifically amended hereby remains unchanged.}

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

ATRIUM. An opening connecting three or more stories... *{Balance remains unchanged}*.

CONSTRUCTION TRASH AND DEBRIS. Any material generated by or from a construction site that has no useful purpose as determined by the administrative authority.

HIGH-RISE BUILDING. A building having any floor used for human occupancy located more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access.

- (r) Section 303.1.3 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapter 10 and 11.

- (s) Section 304.1 of the *International Building Code*, 2018 edition, is hereby amended by adding the following new occupancies to the list of business

occupancies for Business Group B, which new occupancies shall be inserted therein in alphabetical order:

Section 304.1. Business Group B. {List of existing occupancies remains unchanged.}

Fire Stations

Police Stations with detention for 5 or less

- (t) Section 307.1.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a sentence to the end of Exception No. 4 to read as follows:

Section 307.1.1. High Hazard Group H. Exception: 4. *{existing text remains unchanged}* ... See also IFC chapter 12, Dry Cleaning Plant provisions.

- (u) Section 403.1 of the *International Building Code*, 2018 edition, is hereby amended by deleting Exception No. 3 in its entirety and providing a new Exception No. 3 to read as follows:

Section 403.1. Applicability. Exception 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.6.

- (v) Section 403.3 of the *International Building Code*, 2018 edition, is hereby amended by deleting Exception No. 2 as follows:

Section 403.3. Automatic sprinkler systems. Exception 2. Deleted.

- (w) Section 403.3.2 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 403.3.2 Water supply to required fire pumps. In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

- (x) Section 404.5 of the *International Building Code*, 2018 edition, is hereby amended by deleting the Exception in its entirety as follows:

Section 404.5. Smoke control. Exception: Deleted.

- (y) Section 406.3.3.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a sentence to read as follows:

Section 406.3.3.1. Carport separation. *{existing text remains unchanged}* ...A separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048mm).

- (z) Table 506.2 of the *International Building Code*, 2018 edition, is hereby amended by deleting footnote i. in its entirety read as follows:

Table 506.2 Allowable Area Factor in Square Feet. Footnote i.: Deleted.

- (aa) Section 506.3.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a sentence to the end of the existing text to read as follows:

Section 506.3.1. Minimum percentage of perimeter. *{existing text remains unchanged}* ... In order to be considered as accessible, if not in direct contact with a street or an *approved fire lane*, a minimum 10-foot-wide pathway meeting fire department access from the street or *approved fire lane* shall be provided.

- (bb) Section 602.1.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a sentence to read as follows:

Section 602.1.1. Minimum requirements. *{existing text remains unchanged}* ..._Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by fire walls.

- (cc) Section 708.4.2 of the *International Building Code*, 2018 edition, is hereby amended by adding a sentence to read as follows:

Section 708.4.2 Fireblocks and draftstops in combustible construction. Exception 1. *{existing text remains unchanged}* ... Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping.

- (dd) Section 712.1.9 of the *International Building Code*, 2018 edition, is hereby amended by replacing No. 4 to read as follows:

Section 712.1.9 Two-story opening. 4. Is not open to a corridor in Group I and H occupancies.

- (ee) Section 718.3 of the *International Building Code*, 2018 edition, is hereby amended by to read as follows:

Section 718.3 Draftstopping in floors. Exception. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

- (ff) Section 718.4 of the *International Building Code*, 2018 edition, is hereby amended by to read as follows:

Section 718.4 Draftstopping in attics. Exception. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

- (gg) Section 901.6.1.1. of the *International Building Code*, 2018 edition, is hereby added to read as follows:

Section 901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall: connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly; confirm that there are no open hose valves prior to introducing water into a dry standpipe; there is no required pressure criteria

at the outlet; verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDCs as required by the fire code official.

5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

- (hh) Section 903.1.1 of the *International Building Code*, 2018 edition, is hereby deleted in its entirety and replaced with a new Section [F] 903.1.1 to read as follows:

Section 903.1.1. Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the fire code official.

- (ii) Section 903.2 of the *International Building Code*, 2018 edition, is hereby amended to read as follows and by deleting the exception:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be

installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.”

- (jj) Section 903.2.9 of the *International Building Code*, 2018 edition, is hereby amended by adding a new Section 903.2.9.3, entitled “Self-service storage facility,” to read as follows:

Section 903.2.9.3. Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-storage facilities.

- (kk) Section 903.2.11 of the *International Building Code*, 2018 edition, is hereby amended by amending Section 903.2.11.3, entitled “Buildings more than 35 feet in height,” and by adding new Sections 903.2.11.7, entitled “High-piled combustible storage,” 903.2.11.8, entitled “Spray booths and rooms,” and 903.2.11.9, entitled “Buildings over 5,000 sq. ft.,” to read as follows:

Section 903.2.11.3. Buildings more than 35 feet in height. An *automatic sprinkler system* shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1510 of the *International Building Code*, that is located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access.

Exception: Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

Section 903.2.11.7. High-piled combustible storage. For any building with a clear height exceeding 12 feet (4,572 mm), see IFC Chapter 32 to determine if those provisions apply.

Section 903.2.11.8. Spray booths and rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

Section 903.2.11.9. Buildings over 5,000 sq. ft. An *automatic sprinkler system* shall be installed throughout all buildings with a building area over 5,000 sq. ft. For the purpose of this provision, fire walls shall not define separate buildings.

Exceptions:

1. Open parking garages in compliance with Section 406.5 of the *International Building Code*.

- (II) Section 903.3.1.1.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 903.3.1.1.1. Exempt locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

- (mm) Section 903.3.1.2.3 of the *International Building Code*, 2018 edition, is hereby added to read as follows:

Section 903.3.1.2.3. Attached garages and attics. Sprinkler protection is required in attached garages and in the following attic spaces:

1. *{existing text remains unchanged}*
2. *{existing text remains unchanged}*
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following: *{existing text remains unchanged}*

- (nn) Section 903.3.1.3 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 903.3.1.3. NFPA 13D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family dwellings; Group R-3; Group R-4

Condition 1, and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

- (oo) Section 903.3.1.4 of the *International Building Code*, 2018 edition, is hereby added to read as follows:

Section 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

Section 903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

Section 903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

- (pp) Section 903.3.5 of the *International Building Code*, 2018 edition, is hereby amended by adding a paragraph to read as follows:

Section 903.3.5 Water supplies. *{existing paragraph unchanged}* ... Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based *fire protection system* shall be designed with a 10 psi safety factor. Reference Section IFC 507.4 for additional design requirements.

- (qq) Section 903.4 of the *International Building Code*, 2018 edition, is hereby amended by adding a new paragraph after the exceptions to read as follows:

Section 903.4. Sprinkler system supervision and alarms. *{text of existing paragraph and exceptions remain unchanged.}*...

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (rr) Section 903.4.2 of the *International Building Code*, 2018 edition, is hereby amended by adding a new paragraph after the existing text to read as follows:

Section 903.4.2. Alarms. *{existing text remains unchanged}* ...

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

- (ss) Section 905.2 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 905.2. Installation standards. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

- (tt) Section 905.3 of the *International Building Code*, 2018 edition, is hereby amended by adding a new Section 905.3.9, entitled "Building area," and adding an Exception to Section 905.3.9 to read as follows:

Section 905.3.9. Building exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60,960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided

Exception:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.

- (uu) Section 905.4 of the *International Building Code*, 2018 edition, is hereby amended by amending Item 1, 3, and 5, and adding a new Item No. 7 to read as follows:

Section 905.4. Location of Class I standpipe hose connection.

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a{No change to remaining text.}

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of a stairway with stair access to the roof provided in accordance with Section 1011.12.

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two-hundred-foot (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

- (vv) Section 905.9 of the *International Building Code*, 2018 edition, is hereby amended by adding a new paragraph after the two listed exceptions to read as follows:

Section 905.9. Valve supervision. *{text of existing paragraph and two listed exceptions remain unchanged} ...*

Sprinkler and standpipe system water flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (ww) Section 907.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a new Section 907.1.4, entitled “Design standards,” to read as follows:

Section 907.1.4. Design standards. Where a new fire alarm system is installed the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

- (xx) Section 907.2.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 907.2.1. Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy. Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

{existing exception remains unchanged}

- (yy) Section 907.2.3 of the *International Building Code*, 2018 edition, is hereby amended by amending the first paragraph of 907.2.3, amending Exception No. 1, and adding a new Exception No. 1.1 to read as follows:

Section 907.2.3. Group E. A manual fire alarm system that activates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' of open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exception:

1. A manual fire alarm system is not required in Group E occupancies with an *occupant load* of 50 or less.

1.1 Residential in-home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 ½ or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

- (zz) Section 907.2.12 of the International Building Code, 2018 edition, is hereby amended by amending the third exception to read as follows:

Section 907.2.12 High-rise buildings. Exception 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

- (aaa) Section 907.4.2 of the *International Building Code*, 2018 edition, is hereby amended by amending the first paragraph of 907.4.2 and adding a new Section 907.4.2.7, entitled “Type,” to read as follows:

Section 907.4.2 Manual fire alarm boxes. {Text unchanged} ... Section 907.4.2.1 through 907.4.2.7.

Section 907.4.2.7. Type. Manual alarm initiating devices shall be an approved double-action type.

- (bbb) Section 907.6.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a new Section 907.6.1.1, entitled “Installation,” to read as follows:

Section 907.6.1.1. Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

- (ccc) Section 907.6.3 of the *International Building Code*, 2018 edition, is hereby amended by deleting all four exceptions as follows:

Section 907.6.3. Initiating device identification. Exceptions 1 through 4. Deleted.

- (ddd) Section 907.6.6 of the *International Building Code*, 2018 edition, is hereby amended by adding a sentence at the end of the paragraph to read as follows:

Section 907.6.6. Monitoring. {Text unchanged}... See 907.6.3 for the required information transmitted to the supervising station.

- (eee) Section 910.2 of the *International Building Code*, 2018 edition, is hereby amended by amending Exception No. 2 and 3 and adding a new subsection 910.2.3. with exceptions to read as follows:

Section 910.2. Where required. Exception:

2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2.3. Group H. Buildings and portions thereof used as a Group H occupancy as follows.

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exceptions: Buildings of noncombustible construction containing only noncombustible materials.

- (fff) Section 910.3 of the *International Building Code*, 2018 edition, is hereby amended by adding a new subsection 910.3.4. to read as follows:

Section 910.3.4 Vent operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

Section 910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only system per 910.2.

Section 910.3.4.2 Nonsprinklered buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

- (ggg) Section 910.4.3.1. of the International Building Code, 2018 edition, is hereby amended to read as follows:

Section 910.4.3.1. Makeup air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

- (hhh) Section 910.4.4. of the International Building Code, 2018 edition, is hereby amended to read as follows:

Section 910.4.4 Activation. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

- (iii) Section 912.2 of the *International Building Code*, 2018 edition, is hereby amended by adding a new Section 912.2.3. to read as follows:

912.2.3. Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lies along an unobstructed path.

- (jjj) Section 913.2.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a new subsection 913.2.1.1 to read as follows:

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by IFC Section 506.1.

- (kkk) Section 1006.2.2 of the *International Building Code*, 2018 edition, is hereby amended by adding a Section 1006.2.2.7 to read as follows:

Section 1006.2.2.7. Electrical rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

- (lll) Section 1009.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a new Exception No. 3 to read as follows:

Section 1009.1. Accessible means of egress required. Exception: 3. Buildings regulated under State Law and built in accordance with State-registered plans, including any variances or waivers granted by the State, shall be considered compliant with the requirements of Section 1009.

- (mmm) Section 1010.1.9.5 of the *International Building Code*, 2018 edition, is hereby amended by amending Exception No. 3 and Exception No. 4 to read as follows:

Section 1010.1.9.5. Bolt locks. Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M, or S occupancy, *{remaining existing text unchanged}*.
4. Where a pair of doors serves a Group A, B, F, M, or S occupancy, *{remaining existing text unchanged}*.

- (nnn) Section 1015.8 of the *International Building Code*, 2018 edition, is hereby amended by changing item 1. to read as follows:

Section 1015.8. Window openings. Item 1.

1. Operable windows where the top of the sill of the opening is located more than 55 feet (16,764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

(ooo) Section 1020.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a new Exception No. 6 to read as follows:

Section 1020.1. Construction. Exceptions: 6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

(ppp) Section 1029.1.1.1 of the *International Building Code*, 2018 edition, is hereby amended by deleting this section as follows:

Section 1029.1.1.1 Spaces under grandstands and bleachers. Deleted.

(qqq) Section 1101.1. of the *International Building Code*, 2018 edition, is hereby amended by adding a new exception to read as follows:

Section 1101.1. Design. Exception: Projects approved through the Texas Architectural Barriers Program, either directly by the state or a licensed registered accessibility specialist shall be deemed in compliance with the requirements of this chapter.

(rrr) Section 1202.1. of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 1202.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1202.5, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where air infiltration rate in a *dwelling unit* is 5 air changes or less per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the *International Energy Conservation Code*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*.
{remaining text unchanged}.

- (sss) Table 1505.1 of the *International Building Code*, 2018 edition, is hereby amended by amending footnote “b” and deleting footnote “c” to read as follows:

Table 1505.1. Minimum roof covering classification for types of construction. Footnote: b. Non-classified roof coverings shall be permitted on buildings of U occupancies having not more than 120 sq. ft. of projected roof area. When exceeding 120 sq. ft. of projected roof area, buildings of U occupancies may use non-rated non-combustible roof coverings.

Table 1505.1. Minimum roof covering classification for types of construction. Footnote: c. Deleted.

- (ttt) Section 1505.7 of the *International Building Code*, 2018 edition, is hereby amended by deleting this section:

Section 1505.7. Special purpose roofs. Deleted.

- (uuu) Section 1511.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 1511.1. General. Materials and methods of applications used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15. All individual replacement shingles or shakes shall be in compliance with the rating required by Table 1505.1.

{Text of exception unchanged}

- (vvv) Section 1704.2 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 1704.2 Special inspections and tests. Where application is made to the Building Official for construction as specified in Section 105, the owner or the owner’s authorized agent, or the registered design professional in responsible charge, other than the contractor, shall employ one or more approved agencies to provide special inspections and tests during construction on the types of work listed under Section 1705 and identify the approved agencies to the Building Official. The special inspector shall not be employed by the contractor. These special inspections and tests are in addition to the inspections identified by the Building Official that are identified in Section 110.

{Text of exceptions unchanged}

(www) Section 1704.2.1. of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 1704.2.1 Special inspector qualifications. Prior to the start of construction and/or upon request, the approved agencies shall provide written documentation to the registered design professional in responsible charge and the building official demonstrating the competence and relevant experience or training of the special inspectors who will perform the special inspections and tests during construction. *[Remainder unchanged]*

(xxx) Section 1704.2.4. of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 1704.2.4 Report requirement. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the Building Official upon request, and to the registered design professional in responsible charge. Individual inspection reports shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents. *[Remainder unchanged]*

(yyy) Section 1704.2.5.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 1704.2.5.1. Fabricator approval. Special inspections during fabrications required by Section 1704 are not required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspection. Approval shall be based upon review of the fabricator's written fabrication procedures and quality control manuals and periodic auditing of fabrication practices by an approved agency, or a fabricator that is enrolled in a nationally accepted inspections program. At completion of fabrication, the acceptable or approved fabricator shall submit a certificate of compliance to the owner or the owner's authorized agent or the registered design professional in responsible charge stating that the work was performed in accordance with the approved construction documents. The certificate of compliance shall also be made available to the Building Official upon request.

(zzz) Section 2901.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a new paragraph to the end of the existing paragraph to read as follows:

Section 2901.1. Scope. *{existing text remains unchanged}* ...

The provisions of this chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflict arise between the two chapters, the building official shall determine which provision applies. All Health Department required fixtures for food related occupancies are in addition to fixtures listed in Table 2902.1.

- (aaaa) Section 2902.1 of the *International Building Code*, 2018 edition, is hereby amended by adding a new paragraph to the end of the existing paragraph to read as follows:

Section 2902.1. Minimum number of fixtures. *{existing text remains unchanged}* ...

In other than E occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing by the applicant, stating reasons for a reduced number, and approved by the *building official*.

- (bbbb) Section 2902.2 of the *International Building Code*, 2018 edition, is hereby amended by changing Exception 2. to read as follows:

Section 2902.2 Separate facilities. 2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 25 or less.

- (cccc) Section 2902.6 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Table 2902.6 Small occupancies. Drinking fountains are not required in M and B occupancies with an occupant load of 100 or less, and for dining and/or drinking establishments.

- (dddd) Section 3001.2 of the *International Building Code*, 2018 edition, is hereby amended by deleting this section:

Section 3001.2. Emergency elevator communication systems for the deaf, hard of hearing and speech impaired. Deleted.

- (eeee) Section 3002.1 of the *International Building Code*, 2018 edition, is hereby amended by adding two exceptions to read as follows:

Section 3002.1. Hoistway enclosure protection. Exceptions:

1. Elevators wholly located within atriums complying with Section 404 shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.

(ffff) Section 3005.4 of the *International Building Code*, 2018 edition, is hereby amended by adding a new paragraph to the end of the existing first paragraph to read as follows:

Section 3005.4. Machine rooms, control rooms, machinery spaces and control spaces. Elevator machine rooms, control rooms, control spaces and machinery spaces shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both. *{remaining text unchanged}* ...

(gggg) Section 3005.7 of the *International Building Code*, 2018 edition, is hereby added to read as follows:

Section 3005.7 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

Section 3005.7.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.7.2.1.

Section 3005.7.2.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoist-ways.

Section 3005.7.2.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

Section 3005.7.3 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

Section 3005.7.4 Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

(hhhh) Section 3005.8 of the *International Building Code*, 2018 edition, is hereby added to read as follows:

Section 3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and/or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed."

(iii) Section 3006.2 of the *International Building Code*, 2018 edition, is hereby amended by changing Item 5. to read as follows:

Section 3006.2 Hoistway opening protection required. Item 5.

5. The building is a high rise and the elevator hoistway is more than 55 feet (16,764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

(jjjj) Section 3109.1 of the *International Building Code*, 2018 edition, is hereby amended to read as follows:

Section 3109.1. General. Swimming pools shall comply with the requirements of Sections 3109.2 through 3109.5 of the 2012 International Building Code and other applicable sections of this code as well as also complying with applicable state law.

SECTION 4

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

SECTION 5

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

SECTION 6

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 of the 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 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 its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL PLUMBING CODE*, 2018 EDITION, AND THE *INTERNATIONAL FUEL GAS CODE*, 2018 EDITION AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and

WHEREAS, the *International Plumbing Code* and *International Fuel Gas Code* have been prepared by the ICC and in addition to review by the North Central Texas Council of Governments (NCTCOG), have been reviewed by Town staff; and

WHEREAS, the current plumbing code in the Town is the 2015 edition of the *International Plumbing Code* and the current fuel gas code in the Town is the 2015 edition of the *International Fuel Gas Code*, and the Town's plumbing code and fuel gas code should be updated to the most current published codes available; and

WHEREAS, the 2018 editions of the *International Plumbing Code* and *International Fuel Gas Code* are the most current published codes available that address the general design and construction aspects of all plumbing in the Town, except for one- and two-family dwellings and townhouses (which are covered by the International Residential Code); and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2018 editions of the *International Plumbing Code* and *International Fuel Gas Code* and has determined that this will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public;

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-71 of the Code of Ordinances of the Town of Flower Mound, entitled "International Plumbing Code and International Fuel Gas Code Adopted," is hereby deleted and is replaced with the following:

"Sec. 14-71. International Plumbing Code and International Fuel Gas Code Adopted.

The *International Plumbing Code*, 2018 edition, and the *International Fuel Gas Code*, 2018 edition, a copy of each of which is on file in the office of the town secretary, are hereby adopted and designated as the plumbing codes of the town, the same as though the provisions of the *International Plumbing Code*, 2018 edition, and the *International Fuel Gas Code*, 2018 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-72. The term "plumbing code" refers to both codes as one combined code."

SECTION 3

From and after the effective date of this Ordinance, Section 14-72 of the Code of Ordinances of the Town of Flower Mound, entitled "Local Amendments to International Plumbing Code and International Fuel Gas Code," is hereby deleted and is replaced with the following:

"Sec. 14-72. Local Amendments to International Plumbing Code and International Fuel Gas Code.

The *International Plumbing Code*, 2018 edition, and the *International Fuel Gas Code*, 2018 edition, are hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) The Table of Contents under Chapter 7, Sanitary drainage, 714 of the *International Plumbing Code*, 2015 edition, is hereby amended to read as follows:

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- (b) Section 101.1 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations, combined with the regulations located in the *International Fuel Gas Code*, shall be known as the plumbing code of the town, hereinafter referred to as "this code."

- (c) Section 101.5 of the *International Plumbing Code*, 2018 edition, is hereby added to read as follows:

Section 101.5. License and registration required. It shall be unlawful for any person, firm, or corporation to make any installation, alteration, repair, replacement, or remodel of any plumbing system regulated by this code without having registered a valid Texas Master Plumber's License, or other applicable license, with the town. Said registration shall be upon forms supplied by the building official and shall become null and void on December 31st of each year. If appropriate, a fee for registration shall be assessed in accordance with the

provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound, Texas.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel of any plumbing system regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the building official, preventing any additional permits from being issued, if it is determined by the building official that corrective action is needed for compliance with the requirements of section 18-32 of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound, shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the building official.

The supervising master or journeyman plumber shall be on the job site at all times while plumbing work is being performed. The ratio of helpers, apprentice plumbers, or otherwise unlicensed plumbers shall not exceed three (3) unlicensed plumbers to one (1) supervising master or journeyman plumber.

- (d) Section 102.8 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in chapter 15, and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC electrical code shall mean the electrical code as adopted.

- (e) Section 106.5.3 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 106.5.3. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance or if the work authorized on the site by such permit is suspended or abandoned at any time after the work has commenced for a period of 180 days. For this section, *suspended* or *abandoned* will be defined as an elapsed time between any two approved required inspections. Once a permit becomes invalid and before such building or work can be recommenced, a new permit shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such building or work, provided no changes have been made or will

be made in the original plans and specifications for such building or work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration of more than one year, the permittee shall submit a new application and pay a new full permit fee.

Exception: Water heater and boiler replacement permits must receive a final inspection within 10 days of installation.

- (f) Section 106.6.2 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 106.6.2. Fee schedule. The fees for all plumbing work shall be as adopted by the town.

- (g) Section 106.6.3 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 106.6.3. Fee refunds. The building official shall establish a policy for authorizing the refunding of fees.

- (h) Section 109 of the *International Plumbing Code*, 2018 edition, is hereby amended by deleting the entire section and replacing it with the following provision to read as follows:

Section 109.1. Application for appeal. Any person shall have the right to appeal a decision of the building official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

- (i) Section 305.1 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 305.1. Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

- (j) Section 305.4.1 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 305.4.1. Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

- (k) Section 305.7 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 305.7. Protection of components of plumbing systems. Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages, or other locations in a manner in which they could be exposed to damage shall be recessed into the wall or otherwise protected in an approved manner.

- (I) Sections 312.10.1 and 312.10.2 of the *International Plumbing Code*, 2018 edition, are hereby amended to read as follows:

Section 312.10.1. Cross-Connection Control Program

A. General. No water service connection shall be made to any establishment where a potential or actual contamination hazard exists unless the water supply is protected in accordance with the Texas Commission on Environmental Quality's Rules and Regulations for Public Water Systems ("TCEQ Rules") and this code. The water purveyor shall discontinue water service if a required backflow prevention assembly is not installed, maintained, and tested in accordance with the TCEQ Rules and this code.

B. Backflow prevention assembly installation, testing, and maintenance.

- (1) All backflow prevention assemblies shall be tested upon installation by a recognized backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards shall be registered with the town and shall be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester. Such registration shall be effective annually and subject to the fee specified in Appendix A of the Code of Ordinances of the Town of Flower Mound.
- (2) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), or The University of Southern California Manual of Cross-Connection Control.
- (3) Assemblies shall be repaired, overhauled, or replaced at the expense of the customer whenever said assemblies are found to be defective. Original forms of such test, repairs, and overhaul shall be kept and submitted to the town within five (5) working days of the test, repair, or overhaul of each backflow prevention assembly.
- (4) No backflow prevention assembly or device shall be removed from use, relocated, or other assembly or device substituted without the approval of the town. Whenever the existing assembly or device is moved from the present location or cannot be repaired, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, the American Water Works Association's Recommended Practice for

Backflow Prevention and Cross-Connection Control (Manual M14), current edition, The University of Southern California Manual of Cross-Connection Control, current edition, or the current plumbing code, whichever control is more stringent.

- (5) Test gauges used for backflow prevention assembly testing shall be calibrated at least annually in accordance with the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current edition, or The University of Southern California Manual of Cross-Connection Control, current edition. The original calibration form must be submitted to the town within five (5) working days after calibration.
- (6) A recognized backflow prevention assembly tester must hold a current endorsement from the Texas Commission on Environmental Quality ("TCEQ" or "Commission").
- (7) Annual inspections shall be made of all backflow prevention assemblies and air gaps to determine whether they are operable. In the absence of local provisions, the owner is responsible to ensure that testing is performed.
- (8) Reduced pressure principle backflow preventer assemblies, double check-valve assemblies, pressure vacuum breaker assemblies, reduced pressure detector fire protection backflow prevention assemblies, double check detector fire protection backflow prevention assemblies, hose connection backflow preventers, and spill-proof vacuum breakers shall be tested at the time of installation, immediately after repairs or relocation, and at least annually. The testing procedure shall be performed in accordance with applicable local provisions. In the absence of local provisions, the owner is responsible to ensure that testing is done in accordance with one of the following standards:

ASSE 5013; ASSE 5015; ASSE 5020; ASSE 5047; ASSE 5048; ASSE 5052; ASSE 5056; CSA B64.10; or, CSA B64.10.1.

C. Customer service inspections.

- (1) A customer service inspection shall be completed prior to providing continuous water service to all new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.
- (2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:

- (a) Plumbing Inspectors and Water Supply Protection Specialists that have been licensed by the Texas State Board of Plumbing Examiners.
 - (b) Certified Waterworks Operators and members of other water-related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold a current endorsement issued by the Commission.
- (3) The Customer Service Inspection must certify that:
 - (a) No direct connection between the public drinking water supply and a potential source of contamination exists.
 - (b) Potential sources of contamination have been isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly.
 - (c) No cross-connection between the public water supply and a private water source exists. (Where an actual properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.)
 - (d) No connection which allows water to be returned to the public drinking water supply exists.
 - (e) No pipe or pipe fitting which contains more than 8% lead has been used for the installation or repair of plumbing at any connection that provides water for human use.
 - (f) No solder or flux which contains more than 0.2% lead has been used for the installation or repair of plumbing at any connection that provides water for human use. (A minimum of one lead test shall be performed for each inspection.)

D. Certified backflow prevention assembly tester responsibilities.

- (1) No certified backflow assembly tester shall operate within the town without first registering with the town.
- (2) A registration shall remain in effect provided:
 - (a) The tester maintains certification by the TCEQ; and
 - (b) Registration is not revoked by the town.

- (3) A tester shall annually renew his/her registration with the town. If a certification remains expired for a period of one year, the tester shall reestablish registration eligibility.
- (4) Each applicant for registration shall:
 - (a) Provide proof of current certification in the State of Texas.
 - (b) Provide evidence to establish that the applicant has the necessary tools and equipment to properly test backflow prevention assemblies.
 - (c) Submit a list identifying all test gauges by the name of the manufacturer, model number, and the serial numbers of each gauge that will be used in testing backflow assemblies.
 - (d) Comply with and conform to all requirements of Chapter 18, Article II, Section 18-31, of the Code of Ordinances of the Town of Flower Mound.
- (5) A registered backflow prevention assembly tester shall:
 - (a) Annually have each recorded test kit tested for accuracy and calibrated according to TCEQ regulations, and submit a copy of the test results at the time of registration or renewal.
 - (b) Perform competent and accurate certifications of each backflow prevention assembly tested and shall submit complete reports thereof to the town.
 - (c) List registered serial numbers of test gauges on tests and maintenance reports prior to submitting them to the town.
 - (d) Not change the design or operation characteristics of a backflow prevention assembly.
 - (e) Submit a copy of test results to the town within 15 days of testing.
 - (f) Maintain testing and repair records for a minimum of three years.
- (6) After notice, the town may revoke a registration if the town determines that the tester:
 - (a) Has made false, incomplete, or inaccurate assembly testing reports;
 - (b) Has used inaccurate gauges;
 - (c) Has used improper testing procedures;

- (d) Is not in compliance with safety regulations;
 - (e) Has failed to submit the required information on his/her test kits or failed to calibrate gauges annually as required by subsection (5) above;
 - (f) Has violated any other provision of this code; or
 - (g) Is not in compliance with the requirements of Chapter 18, Article II, Section 18-32 of the Code of Ordinances of the Town of Flower Mound.
- (m) Section 314.2.1 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 314.2.1. Condensate disposal. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. ... *{text unchanged}* ... Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.
- (n) Section 401.1 of the *International Plumbing Code*, 2018 edition, is hereby amended, in part, by adding a second paragraph to read as follows:

Section 401.1. Scope. *{Existing paragraph remains unchanged.}* The provisions of this chapter are meant to work in coordination with the provisions of the building code. Should any conflicts arise between the two chapters, the code official shall determine which provision applies.
- (o) Section 403.1 of the *International Plumbing Code*, 2018 edition, is hereby amended, in part, by adding a second paragraph to read as follows:

Section 403.1. Minimum number of fixtures. *{Existing paragraph remains unchanged.}*

In other than E occupancies, the minimum number of fixtures in Table 403.1 may be lowered, if requested in writing by the applicant, stating reasons for a reduced number, and approved by the building official.
- (p) Section 403.2 of the *International Plumbing Code*, 2018 edition, is hereby amended by changing Exception 2. to read as follows:

Section 403.2 Separate facilities.

2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 25 or less.
- (q) Section 403.5 of the *International Plumbing Code*, 2018 edition, is hereby added to read as follows:

Section 403.5. Small occupancies. Drinking fountains are not required in M and B Occupancies with an occupant load of 100 or less, and for dining and/or drinking establishments.

- (r) Section 409.2 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 409.2. Water connection. The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608. *{Remaining text unchanged.}*

- (s) Section 413.4 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 413.4. Required location. Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76mm) in diameter.
2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.

- (t) Section 419.3 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 419.3. Surrounding material. Wall and floor space to a point 2 feet (610 mm) in front of a urinal lip and 4 feet (1219 mm) above the floor and at least 2 feet (610 mm) to each side of the urinal shall be waterproofed with a smooth, readily cleanable, hard, nonabsorbent material.

- (u) Section 502.6 of the *International Plumbing Code*, 2018 edition, is hereby added to read as follows:

Section 502.6. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight (8) feet (2,438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) that is installed not more than ten (10) feet (3,048 mm) above the ground or floor level, may be accessible using a portable ladder.

Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided.

- (v) Section 504.6 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 504.6. Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve, or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufacturer's installation instructions and installed with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors.
6. Discharge in a manner that does not cause personal injury or structural damage.
7. Discharge to a termination point that is readily observable by the building occupants.
8. Not be trapped.
9. Be installed so as to flow by gravity.
10. Not terminate less than 6 inches or more than 24 inches (152 mm) above grade nor more than 6 inches above the waste receptor.
11. Not have a threaded connection at the end of such piping.
12. Not have valves or tee fittings.
13. Be constructed of those materials listed in Section 605.4 or materials tested, rated, and approved for such use in accordance with ASME A112.4.1.
14. Be one nominal size larger than the size of the relief valve outlet, where the relief valve discharge piping is installed with insert fittings. The outlet end of such tubing shall be fastened in place.

- (w) Section 604.4.1 of the *International Plumbing Code*, 2018 edition, is hereby added to read as follows:

Section 604.4.1. State maximum flow rate. Where the state-mandated maximum flow rate is more restrictive than those of this section, the state flow rate shall take precedence.

- (x) Section 606.1 of the *International Plumbing Code*, 2018 edition, is hereby amended, in part, as follows:

Section 606.1. Location of full-open valves. Delete items 4 and 5 from the list.

- (y) Section 606.2 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 606.2. Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses, and similar occupancies.
2. On the water supply pipe to each appliance or mechanical equipment.

- (z) Section 608.1 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 608.1. General. A potable water supply system shall be designed, installed, and maintained in such a manner so as to prevent contamination from non-potable liquids, solids, or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations, table 608.1, and as specifically stated in sections 608.2 through 608.16.10.

- (aa) Section 608.17.1 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 608.17.1. Beverage dispensers. The water supply connection to beverage dispensers shall be protected against backflow by a reduced pressure principle backflow preventer (RPZ) or an air gap.

- (bb) Section 608.17.4 of the *International Plumbing Code*, 2018 edition, is hereby amended by adding a second paragraph to read as follows:

Section 608.17.4. Connection to automatic fire sprinkler system and standpipe system. *{First paragraph and exceptions remain unchanged}...*

The required backflow prevention device shall be installed in an approved; freeze protected, above ground structure, and should be monitored.

- (cc) Section 608.17.5 of the *International Plumbing Code*, 2018 edition, is hereby amended to add a second paragraph to read as follows:

Section 608.17.5. Connections to lawn irrigation systems. *{First paragraph unchanged}...*

All lawn sprinkling systems shall be equipped with a temperature sensing device that stops the flow of water through the lawn sprinkling system when the ambient temperature is thirty-eight degrees Fahrenheit (38° F) or less and a device that stops the flow of water through the lawn sprinkling system when one-quarter inch (1/4") or more of rain falls. Further, pursuant to Section 551.006 of the Texas Local Government Code, all lawn sprinkling systems shall comply with Section 1903.053 of the Texas Occupations Code, and any rules adopted by the Texas Commission on Environmental Quality under that section.

- (dd) Section 608.18 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 608.18. Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. In the absence of other local regulations, installation shall be in accordance with sections 608.17.1 through 608.17.8.

- (ee) Section 610.1 of the *International Plumbing Code*, 2018 edition, is hereby amended by adding an exception to read as follows:

Section 610.1. General.

Exception: With prior approval, the code official may waive this requirement when deemed unnecessary.

- (ff) Section 705.10.2 of the *International Plumbing Code*, 2018 edition, is hereby amended by deleting the exceptions as follows:

Section 705.10.2. Solvent cementing.

Exceptions: Deleted

- (gg) Section 712.5 of the *International Plumbing Code*, 2018 edition, is hereby added to read as follows:

Section 712.5. Dual pump system. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see section 1113.

- (hh) Section 713 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 713. ENGINEERED DRAINAGE DESIGN

- (ii) Section 713.1 of the International Plumbing Code, 2018 edition, is hereby amended to read as follows:

Section 713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be designed by a registered engineer using *approved* design methods.

- (jj) Section 803.3 of the *International Plumbing Code*, 2018 edition, is hereby added to read as follows:

Section 803.3. Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials.

- (kk) Section 903.1 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 903.1. Roof extensions. Open vent pipes that extend through a roof shall be terminated at least six inches (6") (152 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (7') (2134 mm) above the roof.

- (ll) Section 918.8 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 918.8 Where permitted. This section shall only be used with pre-approval from the building official. A request, in writing, must be submitted with the permit application listing all reasons why open air venting cannot be utilized. If approved by the building official ... {remainder of section unchanged}.

- (mm) Section 1002.10 of the *International Plumbing Code*, 2018 edition, is hereby deleted as follows:

Section 1002.10. Plumbing in mental health centers. Deleted.

- (nn) Sections 1003.3.5, 1003.3.5.1, 1003.3.5.2, 1003.3.6, 1003.3.7, and 1003.3.8 of the *International Plumbing Code*, 2018 edition, are hereby deleted and replaced with a new Section 1003.3.5 to read as follows:

Section 1003.3.5. Sizing and location of traps and interceptors. When in the determination of the building official a device is needed, the following sizing, definitions, and locations shall apply.

Both interceptor and trap location must be approved and located outside the building. A design must be submitted at time of permit application.

For this section, the following definitions shall apply:

Grease interceptor- An interceptor of at least 750 gallons.

Grease trap- A device designed to retain grease from one (1) to a maximum of six (6) fixtures. If automatic dishwasher is used, fixture count is limited to a maximum of four (4) fixtures.

Single serve kitchen- A kitchen where the meals are served on disposable plates and utensils.

GREASE TRAPS:

If your system is within the definition for a grease trap, use the following sizing formula:

Total gallons per minute x .40 x 12 = Grease trap capacity in gallons.

Fixture	Fixture Abbreviation	Gallons per minute
Three compartment sink	3CP	15
Handwash sink	HWS	7.5
Mop sink	MS	22.5
Floor drain	FD	15
Prep sink	PS	7.5
Soaking sink	SS	7.5
Dishwasher	DW	22.5

GREASE INTERCEPTORS:

If your system does not fall under the definition of grease trap, the following formula must be used:

Sizing Formula

Number of meals Waste Flow Retention Storage Interceptor
Per peak hour x rate x time x factor = gallon capacity

Meals served at peak hour *

Waste flow rate

- (a) With dishwashing machine 6 gal.
- (b) Without dishwashing machine 5 gal.
- (c) Single serve kitchen 2 gal.

Retention time

- (a) Commercial kitchen waste
- Dishwasher----- 2.5 hours
- (b) Single serve kitchen 1.5 hours

Storage factor for fully equipped commercial kitchen - hours of operation

- 8 hours - 1
- 16 hours - 2
- 24 hours - 3

Single serve kitchen - 1.5

*- Meals served at peak hour may be obtained by the total number of fixed seats multiplied by 60 and divided by the estimated time a patron takes to eat. A

restaurant which moves people quickly may have a seating time from 30 minutes to 45 minutes. Another may be from 90 minutes to 120 minutes. Where establishments have no fixed seating, the occupant load in the dining area must be used. For buildings with drive-through windows, an additional 60 occupants or seats must be added to peak meals per hour.

- (oo) Section 1101.8 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 1101.8. Cleanouts required. Cleanouts or manholes shall be installed in the building storm drainage system and shall comply with the provisions of this code for sanitary drainage pipe cleanouts.

- (pp) Section 1106.1 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 1106.1. General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour rainfall rate.

- (qq) Section 1108.3 of the *International Plumbing Code*, 2018 edition, is hereby amended to read as follows:

Section 1108.3. Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with section 1106. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than four (4) inches (102mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

- (rr) Section 1202.1 of the *International Plumbing Code*, 2018 edition, is hereby amended by deleting the exceptions as follows:

Section 1202.1. Nonflammable medical gas. Exceptions 1 and 2. Deleted.

- (ss) Section 102.2 of the *International Fuel Gas Code*, 2018 edition, is hereby amended by adding an exception to read as follows:

Exception: Existing dwelling units shall comply with Section 621.2.

- (tt) Section 102.8 of the *International Fuel Gas Code*, 2018 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8, and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and

standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC Electrical Code shall mean the electrical code as adopted.

- (uu) Section 306.5 of the *International Fuel Gas Code*, 2018 edition, is hereby amended, in part, by changing the first paragraph to read as follows:

Section 306.5. Equipment and appliances on roofs or elevated structures.

Where equipment requiring access or appliances are installed on roofs or elevated structures at an aggregate height exceeding sixteen (16) feet (4,877 mm), such access shall be provided by a permanent approved means of access. Permanent exterior ladders providing roof access need not extend closer than twelve (12) feet (2,438 mm) to the finish grade or floor level below and shall extend to the equipment and appliance's level service space. Such access shall . . . *{bulk of section to read the same}*. . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope). *{Remainder of section remains unchanged.}*

- (vv) Section 306.5.1 of the *International Fuel Gas Code*, 2018 edition, is hereby amended to read as follows:

Section 306.5.1. Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

- (ww) Section 306.7 of the *International Fuel Gas Code*, 2018 edition, is hereby added to read as follows:

Section 306.7. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight (8) feet (2,438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) that is installed not more than ten (10) feet (3,048 mm) above the ground or floor level, may be accessible with a portable ladder.

Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with section 306.3.1.

- (xx) Section 401.5 of the *International Fuel Gas Code*, 2018 edition, is hereby amended by adding a second paragraph to read as follows:

Section 401.5. Identification. {Existing paragraph remains unchanged.}

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel, and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

- (yy) Section 402.3 of the *International Fuel Gas Code*, 2018 edition, is hereby amended by adding an exception to read as follows:

Section 402.3. Sizing. Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of ½ inch (18EHD).

- (zz) Section 404.12 of the *International Fuel Gas Code*, 2018 edition, is hereby amended to read as follows:

Section 404.12. Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (18") (458 mm) below grade to the top of the pipe.

- (aaa) Section 404.12.1. of the *International Fuel Gas Code*, 2018 edition, is hereby amended to read as follows:

Section 404.12.1. Individual outdoor appliances. Deleted.

- (bbb) Section 406.1 of the *International Fuel Gas Code*, 2018 edition, is hereby amended to read as follows:

Section 406.1. General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power, and labor necessary for the inspections and test shall be furnished by the permit holder, and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

- (ccc) Section 406.4 of the *International Fuel Gas Code*, 2018 edition, is hereby amended to read as follows:

Section 406.4. Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to

read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

- (ddd) Section 406.4.1 of the *International Fuel Gas Code*, 2018 edition, is hereby amended to read as follows:

Section 406.4.1. Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half (3 ½) inches, a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of three (3) psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half (3 ½) inches, a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed twenty (20) psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure. Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

- (eee) Section 406.4.2 of the *International Fuel Gas Code*, 2018 edition, is hereby amended to read as follows:

Section 406.4.2. Test duration. Test duration shall be held for a length of time satisfactory to the building official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches of water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the building official, but in no case for less than thirty (30) minutes.

- (fff) Section 409.1.4 of the *International Fuel Gas Code*, 2018 edition, is hereby added to read as follows:

Section 409.1.4. Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration, but in no case greater than twelve (12) inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

- (ggg) Section 410.1 of the *International Fuel Gas Code*, 2018 edition, is hereby amended by adding a second paragraph and exception to read as follows:

Section 410.1. Pressure regulators. {Existing paragraph remains unchanged.}

Access to regulators shall comply with the requirements for access to appliances as specified in section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

- (hhh) Section 621.2 of the *International Fuel Gas Code*, 2018 edition, is hereby amended by adding an exception to read as follows:

Section 621.2. Prohibited use.

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the code official, unless an unsafe condition is determined to exist as described in Section 108.7.

SECTION 4

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

SECTION 5

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 6

Any person 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 1.06 of Chapter 1 of the Code of Ordinances of the 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 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 its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, Town Attorney



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: July 15, 2019

FROM: Joelle Hainley, Building Official

ITEM: **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, to provide for the adoption of the *International Plumbing Code*, 2018 edition, and the *International Fuel Gas Code*, 2018 edition and local amendments thereto.**

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and have replaced the Uniform Codes that were used in the past.

The Town of Flower Mound have been involved and supportive throughout the code development process and the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG).

The Town of Flower Mound is currently using the 2015 *International Plumbing Code* and the 2015 *International Fuel Gas Code*. The 2018 *International Plumbing Code* and the 2018 *International Fuel Gas Code* are the most current published plumbing and fuel gas codes at this time. It takes at least a year for area cities to complete the review of the codes and recommend regional amendments to the codes through the Council of Governments.

The *International Plumbing Code* (IPC) addresses the general design and plumbing aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IPC specifies, for example, what size water, sewer, and gas lines are required for a certain project. This code helps protect our drinking water from contaminants and controls certain types of waste to keep our sewage treatment at a minimum.

Similarly, the *International Fuel Gas Code* (IFGC) addresses the minimum standards for fuel gas supply and distribution systems within a building or structure. This code helps protect the community from natural gas leaks and propane leaks and the accompanying potential for poisoning, asphyxiation, fire, and even explosion.

This ordinance combines two codes -- the *International Plumbing Code* and the *International Fuel Gas Code* -- into one code, and both codes so combined will be referred to collectively as the plumbing code for the Town of Flower Mound. This combining of these codes was done as a convenience to the plumbing contractors, since state law requires that the installation of gas piping systems be performed by a state-licensed master plumber.

NCTCOG, along with Town staff, has reviewed both codes and recommended regional amendments to each. NCTCOG has encouraged area municipalities to adopt the 2018 *International Plumbing Code* and *International Fuel Gas Code* with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

FISCAL IMPACT: N/A

LEGAL REVIEW: Benjamin Gibbs 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 COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: July 15, 2019

FROM: Joelle Hainley, Building Official

ITEM: Consider approval of an Ordinance amending Chapter 14, "Buildings and Building Regulations," Article IV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the *International Mechanical Code*, 2018 edition, and local amendments thereto.

BACKGROUND INFORMATION: The International Code Council (ICC) is a nonprofit organization founded in 1994 to develop a single set of comprehensive and coordinated national model construction codes by combining the three largest building codes in the country. These combined codes are referred to as the International Codes and replace the Uniform Codes that we have used in the past.

The Town of Flower Mound has been involved and supportive throughout the code development process and the creation of the International Codes. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG). It takes at least a year for area cities to complete the review of the code and recommend regional amendments to the code through the Council of Governments.

The *International Mechanical Code* (IMC) addresses the general design and mechanical aspects of all buildings except one- and two-family dwellings and townhouses, which are covered in the *International Residential Code* (IRC). The IMC helps create a healthy environment inside a building. The many different tools inside this code that an Architect or Engineer could use to keep air quality in a safe healthy range include formulas addressing replenishing of air that has been exhausted, filtering of incoming air, and the amount of outside air needed to keep the air supply within a building fresh.

NCTCOG, along with Town staff, has reviewed this code and recommended regional amendments. NCTCOG has encouraged area municipalities to adopt the 2018 *International Mechanical Code* with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

FISCAL IMPACT: N/A

LEGAL REVIEW: Benjamin Gibbs 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 CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE IV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL MECHANICAL CODE*, 2018 EDITION, AND LOCAL AMENDMENTS THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and

WHEREAS, the *International Mechanical Code* has been prepared by the ICC, and in addition to review by the North Central Texas Council of Governments (NCTCOG), has been reviewed by Town staff; and

WHEREAS, the current mechanical code in the Town is the 2015 edition of the *International Mechanical Code*, and the Town's mechanical code should be updated to the most current published mechanical code available; and

WHEREAS, the 2018 edition of the *International Mechanical Code* is the most current published code available that addresses the general design and construction aspects of all mechanical systems in the Town, except one- and two-family dwellings and townhouses (which are covered by the International Residential Code); and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2018 edition of the *International Mechanical Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-101 of the Code of Ordinances of the Town of Flower Mound, entitled "International Mechanical Code Adopted," is hereby deleted and is replaced with the following provision:

"Sec. 14-101. International Mechanical Code Adopted.

The *International Mechanical Code*, 2018 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the mechanical code of the town, the same as though the provisions of the *International Mechanical Code*, 2018 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-102.”

SECTION 3

From and after the effective date of this Ordinance, Section 14-102 of the Code of Ordinances of the Town of Flower Mound, entitled “Local Amendments to International Mechanical Code,” is hereby deleted and is replaced with the following provision:

“Sec. 14-102. Local Amendments to International Mechanical Code.

The *International Mechanical Code*, 2018 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section 101.1 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the mechanical code of the town, hereinafter referred to as “this code.”

- (b) Section 101.5 of the *International Mechanical Code*, 2018 edition, is hereby added to read as follows:

Section 101.5. License and registration required. It shall be unlawful for any person, firm, or corporation to make or perform any installation, alteration, repair, replacement, or remodel of any mechanical system regulated by this code without having registered a valid Texas Mechanical License, or other applicable license, with the town. Said registration shall be upon forms supplied by the building official and shall become null and void on December 31st of each year. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound, Texas.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel of any mechanical system regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the building official preventing any additional permits being issued if it is determined by the building official that corrective action is needed for compliance with the requirements of Chapter 18, Article II, Section 18-32, of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound shall apply. Any

registration placed on hold more than three times in a calendar year may be subject to suspension by the building official.

- (c) Section 102.8 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 102.8. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in chapter 15, and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC electrical code shall mean the electrical code as adopted.

- (d) Section 106.4.3 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 106.4.3. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance. Similarly, every permit issued shall become invalid if the work authorized on the site by such permit is suspended or abandoned at any time after the work has commenced for a period of 180 days. For this section, *suspended or abandoned* will be defined as an elapsed time between any two approved required inspections. Once a permit becomes invalid and before such building or work can be recommenced, a new permit shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such building or work, provided no changes have been made or will be made in the original plans and specifications for such building or work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration of more than one year, the permittee shall submit a new application and pay a new full permit fee.

- (e) Section 106.5.2 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 106.5.2. Fee schedule. The fees for all mechanical work shall be as adopted by the town.

- (f) Section 106.5.3 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 106.5.3. Fee refunds. The building official shall establish a policy authorizing the refunding of fees.

- (g) Sections 109.1 through 109.7 of the *International Mechanical Code*, 2018 edition, are hereby amended by deleting such sections in their entirety and replacing them with the following provision, to read as follows:

Section 109.1. Application for appeal. Any person shall have the right to appeal a decision of the building official to the board of appeals established by ordinance.

- (h) Section 306.5 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 306.5. Equipment and appliances on roofs or elevated structures. Where equipment requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 8 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall{Remainder unchanged.}

- (i) Section 306.5.1 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 306.5.1. Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

- (j) Section 306.6 of the *International Mechanical Code*, 2018 edition, is hereby added to read as follows:

Section 306.6. Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight (8) feet (2,438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A maximum 10-gallon water heater (or larger with approval) may be accessed through a lay-in ceiling when the water heater is installed not more than 10 feet (3,048 mm) above the ground or floor level and may be reached with a portable ladder.

Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with section 306.3.1.

- (k) Section 307.2.3 of the *International Mechanical Code*, 2018 edition, is hereby amended by changing item #2 to read as follows:

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard, such as dripping over a walking surface or other areas so as to create a nuisance.

- (l) Section 403.2.1 of the *International Mechanical Code*, 2018 edition, is hereby amended by adding a new item #5, to read as follows:

5. Toilet rooms within private dwellings that contain only a water closet, lavatory, or combination thereof may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

- (m) Section 501.3 of the *International Mechanical Code*, 2018 edition, is hereby amended by adding a fourth exception to read as follows:

4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

- (n) Section 607.5.1 of the *International Mechanical Code*, 2018 edition, is hereby amended to read as follows:

Section 607.5.1. Fire walls. Ducts and air transfer openings permitted in fire walls in accordance with section 705.11 of the *International Building Code* shall be protected with listed fire dampers installed in accordance with their listing. For hazardous exhaust systems, see Sections 510.1 through 510.9.

SECTION 4

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

SECTION 5

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 6

Any person 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 of the 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 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 its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: July 15, 2019

FROM: Joelle Hainley, Building Official

ITEM: 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, to provide for the adoption of the *International Residential Code*, 2018 edition, and local amendments thereto.

BACKGROUND INFORMATION: During the 77th regular session of the Texas Legislature, SB 365 was passed requiring all municipalities to adopt the 2000 *International Residential Code* (IRC) and the 1999 *National Electrical Code* (NEC) as the residential building codes for Texas. This bill also requires municipalities to review and adopt each code update. These codes are updated on a three-year cycle. Adopting the 2018 IRC will keep us up-to-date with the most current version of the code.

The principle concerns of the *International Residential Code* are the protection of public health, safety, and welfare. The *International Residential Code* addresses the design and construction of one- and two-family dwellings and townhouses. This code provides flexibility and efficient designs for the code official, designer, engineer, plumber, and architect. The 2018 code sets a minimum energy performance and coincides with the *International Energy Conservation Code*.

The Town of Flower Mound has been involved and supportive throughout the code development process. This support has been through the North Texas Chapter of the International Code Council and through the regional review process by the Regional Codes Coordinating Committee of the North Central Texas Council of Governments (NCTCOG). NCTCOG, along with Town staff, has reviewed this code and added regional amendments. NCTCOG has encouraged area municipalities to adopt the 2018 *International Residential Code* with these specific regional amendments. These recommended amendments are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

FISCAL IMPACT: N/A

LEGAL REVIEW: Benjamin Gibbs 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 CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XIV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL RESIDENTIAL CODE*, 2018 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and

WHEREAS, the *International Residential Code* has been prepared by the ICC, and in addition to review by the North Central Texas Council of Governments (NCTCOG), has been reviewed by Town staff; and

WHEREAS, the current residential code in the Town is the 2015 edition of the *International Residential Code*, and the Town's residential building code should be updated to the most current published building code available; and

WHEREAS, the 77th Texas Legislature passed Senate Bill 365 (SB 365) in 2001 adopting the *International Residential Code* for municipalities of the state; and

WHEREAS, SB 365 provides that municipalities may adopt local amendments to the *International Residential Code*; and

WHEREAS, the 2018 edition of the *International Residential Code* is the most current published code available that addresses the general design and construction aspects of all residential buildings in the Town; and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2018 edition of the *International Residential Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-571 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "International Residential Code Adopted," is hereby deleted and replaced with the following provision:

"Sec. 14-571. International Residential Code Adopted.

The *International Residential Code*, 2018 edition, including Appendix H and Appendix Q, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the residential building code of the town, the same as though these provisions of the *International Residential Code*, 2018 edition, were copied at length in this section; subject to the deletions, amendments, and additions provided in section 14-572."

SECTION 3

From and after the effective date of this Ordinance, Section 14-572 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Local Amendments to International Residential Code," is hereby deleted and replaced with the following provision:

"Sec. 14-572. Local Amendments to International Residential Code

The *International Residential Code*, 2018 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section R101.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R101.1. Title. These provisions shall be known as the *Residential Code for One- and Two-family dwellings* of the Town of Flower Mound and shall be cited as such and will be referred to herein as "this code."

- (b) Section R102.4 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R102.4. Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Section R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the

amendments as well. Any reference made to NFPA 70 or the electrical code shall mean the electrical code as adopted.

- (c) Section R104.10.1 of the *International Residential Code*, 2018 edition, is hereby deleted in its entirety as follows:

Section R104.10.1. Flood hazard area. Deleted.

- (d) Section R105.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R105.1. Required. Any owner, contractor, or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or causes any such work to be performed, shall first make application to the *building official* and obtain the required *permits*.

It shall be the responsibility of any person, firm, or corporation, upon submittal of an application for a building permit for work regulated by this code, to register as a contractor with the town. This form must be submitted with the *permit* application. Said registration shall be upon forms supplied by the *building official* and shall become null and void on December 31st of each year. An appropriate fee for registration shall be assessed in accordance with the provisions of Appendix A of the Code of Ordinances of the Town of Flower Mound.

Exception: Any residential property owner who, at his legal residence, desires to personally make or perform any installation, alteration, repair, replacement, or remodel regulated by this code shall be exempt from paying a registration fee. For this section, *legal residence* shall be defined as property for which a property owner shows proof of a homestead exemption.

Any contractor registration regulated by this code may be placed on hold or suspended by the *building official*, preventing any additional permits being issued, if it is determined by the *building official* that corrective action is needed for compliance with the requirements of Section 18-32 of the Code of Ordinances of the Town of Flower Mound. If any contractor registration regulated by this code is suspended, the procedures outlined in Chapter 18, Article II, of the Code of Ordinances of the Town of Flower Mound shall apply. Any registration placed on hold more than three times in a calendar year may be subject to suspension by the *building official*.

- (e) Section R105.2 of the *International Residential Code*, 2018 edition, is hereby amended, in part, by deleting Item Nos. 5 and 10 and amending Item Nos. 1 and 2 to read as follows:

Section R105.2. Work exempt from permit. Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²).
2. Fences where an existing gate or pickets are being replaced as long as they are of the same height, material, size, and location, as those being replaced.
-
5. Deleted.
-
10. Deleted.

- (f) Section R105.3.1.1 of the *International Residential Code*, 2018 edition, is hereby deleted in its entirety to read as follows:

Section R105.3.1.1. Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. Deleted.

- (g) Section R105.3.2 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R105.3.2. Time limitations of applications. An application for a *permit* for any proposed work shall be deemed to have been abandoned 45 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 45 days each. The extension shall be requested in writing and justifiable cause demonstrated.

- (h) Section R105.5 of the *International Residential Code*, 2018 edition, is hereby amended by amending Section 105.5, adding a new Section 105.5.1, entitled "Swimming pools," adding a new Section 105.5.2, entitled "Lawn irrigation systems," adding a new Section 105.5.3, entitled "Fences and retaining walls," adding a new Section 105.5.4, entitled "Foundation repair, electrical, patio cover, re-roof, window/door, and all MISC permits," adding a new Section 105.5.5, entitled "Plumbing permits," adding a new Section 105.5.6, entitled "Mechanical permits," adding a new Section 105.5.7, entitled "Demolition permits," and adding a new Section 105.5.8, entitled "Umbrella permits," to read as follows:

Section R105.5. Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such permit is commenced within 45 days after its issuance. In addition, except for those *permits* specifically named in this section, every permit issued shall become invalid if work authorized on the site by such

permit is suspended or abandoned for a period of 180 days after the time the work is commenced. For this section, *suspended* or *abandoned* will be defined as an elapsed time of 180 days between any two approved required inspections. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing, and justifiable cause demonstrated. Once a permit becomes invalid and before such building or work can be recommenced, a new *permit* shall first be obtained to do so, and the fee therefor shall be one-half the amount required for a new *permit* for such building or work, provided no changes have been made or will be made in the original plans and specifications for such building or work and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a *permit* after expiration of more than one year, the permittee shall submit a new application and pay a new full *permit* fee.

105.5.1. Swimming pools. Every swimming pool permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 180 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.2. Lawn irrigation systems. Every lawn irrigation system permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.3. Fences and retaining walls. Every fence or retaining wall permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.4. Foundation repair, electrical, patio cover, re-roof, window/door, and all MISC permits. Every foundation repair, electrical, patio cover, or any other MISC permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.5. Plumbing permits. Every plumbing permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 45 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Exception: Water heater replacement permits must receive a final inspection within 10 days of issue date.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.6. Mechanical permits. Every mechanical permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 45 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

Exception: Indoor unit replacement permits must receive a final inspection within 10 days of issue date.

105.5.7. Demolition permits. Every demolition permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 60 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.5.8. Umbrella permits. Every umbrella permit issued by the building official under the provisions of this code shall expire by limitation and becomes null and void if the building or work authorized by such permit has not received final inspection approval within 180 days of the issuance of the permit. In the event of the expiration of the permit, no work or inspections shall be performed until a new permit shall be first obtained to do so, and the fee therefor shall be equal to the original fee.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 30 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits may be extended more than once, but not more than three times.

- (i) Section R105.10 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section R105.10. Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary *permits* shall be subject to a citation for working without a *permit* and/or a fee equal to the total permit fee for that project, which shall be in addition to the required *permit* fees.

- (j) Section R106.1 of the *International Residential Code*, 2018 edition, is hereby amended by appending a paragraph following the existing text, to read as follows:

Section R106.1 Submittal documents. {existing text unchanged}... Foundation and framing plans must be submitted with each application. These plans shall be designed by an engineer licensed by the State of Texas and shall bear that engineer's seal. With the exception of conventional framing per this code, all framing plans for residential dwellings shall be designed by an engineer licensed by the State of Texas, and all drawings and documents must be signed and sealed.

- (k) Section R106.1.4 of the *International Residential Code*, 2018 edition, is hereby deleted in its entirety to read as follows:

Section R106.1.4. Information for construction in flood hazard area. Deleted.

- (l) Section R106.5 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R106.5. Retention of construction documents. One set of approved foundation documents shall be retained by the *building official* for a period of not

less than 180 days from the date of completion of the permitted work, or as required by state or local laws.

- (m) Section R109.1.1 of the *International Residential Code*, 2018 edition, is hereby amended by appending a paragraph following the existing text, to read as follows:

Section R109.1.1 Foundation inspection. {existing text unchanged}... Prior to scheduling the required foundation inspection, the design engineer must perform an inspection and provide the building official with a signed and sealed letter stating that the foundation has been installed per the design.

- (n) Section R109.1.4 of the *International Residential Code*, 2018 edition, is hereby amended by appending a paragraph following the existing text, to read as follows:

Section R109.1.4 Framing and masonry inspection. {existing text unchanged}... Prior to scheduling the required “top-out” inspection, the design engineer must perform an inspection and provide the building official with a signed and sealed letter stating that the framing has been installed per the design.

- (o) A new Section R109.5 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section R109.5. General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official*, and such work shall remain accessible and exposed for such purposes until approved. Before any inspection is approved, an address shall be posted that can be read from the street; and all rights-of-way, streets, and alleys shall be clean and clear of mud, sand, concrete, and building materials. All trash, construction debris, and construction material on site shall be contained in an approved manner. In addition to the above requirements, toilet facilities shall be provided for construction workers, and such facilities shall be maintained in a sanitary condition. Construction-worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the town. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the town shall not be valid. It shall be the duty of the *permit* applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the *building official* nor the town shall be liable for any expense entailed in the removal or replacement of any material required to allow inspection. Any inspection that is scheduled and found not to be ready may be assessed a re-inspection fee listed in Appendix A of the code of ordinances. This fee must be paid before approval of a Utility Final inspection. If a Utility Final inspection is not required, this fee must be paid before approval of the All Finals inspection.

- (p) Section R110 of the *International Residential Code*, 2018 edition, is hereby deleted in its entirety:

Section R110. Certificate of occupancy. Deleted.

- (q) Section R202 of the *International Residential Code*, 2018 edition, is hereby amended by adding a definition for “Construction trash and debris” and amending the definition of “Townhouse” to read as follows, in alphabetical order:

Section R202. Definitions.

CONSTRUCTION TRASH AND DEBRIS. Any material generated by or from a construction site that has no useful purpose as determined by the administrative authority.

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

- (r) Table R301.2(1) of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Table R301.2 (1). Climatic and Geographic Design Criteria.

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER-LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Wind Special Regions ^L	Windborne Debris Zone ^m		Weathering ^a	Frost Line Depth ^b	Termites ^c					
5 lb/ft	115 (3 sec-gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22 ^o F	No	Local Code	150	64.9 ^o F

Delete remainder of table Manual J Design Criteria and footnote N

- (s) Section R302.1 of the *International Residential Code*, 2018 edition, is hereby amended by adding a new Exception No. 6 to read as follows:

Section R302.1. Exterior walls. Exceptions:

6. Open non-combustible carport structures may be constructed when approved as required by other adopted ordinances.

- (t) Section R302.3 of the *International Residential Code*, 2018 edition, is hereby amended by adding a new Exception No. 3 to read as follows:

Section R302.3. Two-family dwellings. Exception:

3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

- (u) Section R302.5.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R302.5.1. Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with a solid wood doors not less than 1 3/8 inches (35mm) in thickness, solid or honeycomb core steel doors not less than 1 3/8 inches (35mm) thick, or 20-minute fire-rated doors.

- (v) Section R303.3 of the *International Residential Code*, 2018 edition, is hereby amended by amending the Exception to read as follows:

Section R303.3. Bathrooms. Exception: The glazed areas shall not be required where artificial light and a local exhaust system are provided. The minimum local exhaust rates shall be determined in accordance with Section M1507. Exhaust air from the space shall be exhausted directly to the outdoors unless the space contains only a water closet, a lavatory, or a water closet and a lavatory, which are permitted to be ventilated using an approved mechanical recirculating fan or similar system device to remove odors from the air.

- (w) Section R311.7.3 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R311.7.3. Vertical rise. A flight of stairs shall not have a vertical rise larger than 20 feet (6,096 mm) between floor levels or landings.

- (x) Section R311.7.8 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R311.7.8. Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers, except that for stairs or flights of stairs that incorporate winders, the handrail shall be located on the inside radius of the stair or flight of stairs.

- (y) Section R311.7.8.2 of the *International Residential Code*, 2018 edition, is hereby amended by amending Exception No. 1 to read as follows:

Section R311.7.8.2. Continuity. Exceptions:

1. Handrails shall be permitted to be interrupted by a newel post at a stair landing.

- (z) Section R313 of the *International Residential Code*, 2018 edition, is hereby amended by deleting it in its entirety as follows:

Section R313. AUTOMATIC FIRE SPRINKLER SYSTEMS. Deleted.

- (aa) Section R315.2.2 of the *International Residential Code*, 2018 edition, is hereby amended by amending exception 2. to read as follows:

Exceptions:

2. Installation, *alteration*, or repairs of electrical powered plumbing or mechanical systems are exempt from the requirements of this section.

- (bb) Section R322 of the *International Residential Code*, 2018 edition, is hereby amended by deleting it in its entirety as follows:

Section R322. FLOOD-RESISTANT CONSTRUCTION. Deleted

- (cc) Section R326.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section R326.1 General. The design and construction of pools and spas shall comply with the 2015 IRC Appendix Q. Swimming Pools, Spas, and Hot Tubs.

- (dd) Section R401.2 of the *International Residential Code*, 2018 edition, is hereby amended by adding a new paragraph following the existing paragraph and adding two new exceptions to read as follows:

Section R401.2. Requirements. *{existing text unchanged}* ...

Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer. In addition, a letter stating that the design complies with this code shall be submitted at time of application for permit.

Exceptions:

1. Detached storage sheds, play houses, and other similar buildings up to and including 150 square feet:

Buildings up to and including 150 square feet may be placed on the ground and shall provide resistance to wind load by one of the following methods:

Anchored to a 4 inch thick slab reinforced with 6 X 6 #10 wire mesh or #3 (3/8") rebar spaced at 18 inches on center each way.

Anchored at all corners, each corner anchored by a system to resist a horizontal wind load of 115 (3-sec-gust)/76 miles per hour.

2. Habitable additions up to and including 500 square feet, and accessory buildings, play houses, and similar buildings greater than 150 square feet up to and including 500 square feet:

Beams must be constructed at all perimeters. All beams are required to be at least 10 inches wide and 20 inches deep with 2 #5 (5/8") bars in the top and 2 #5 (5/8") bars in the bottom of the beam. Interior beams must also be constructed and located no more than 15 feet apart. All beams must extend at least 12 inches into undisturbed soil. Place #3 (3/8") bars 18 inches on center each way in the middle of the new 4-inch slab.

For house additions, the existing concrete pad must be connected to the perimeter beam of the new foundation by #3 (3/8") bars doweled in to the existing foundation at 24-inch centers. The dowel bars must penetrate into the existing slab a minimum of 6 inches and extend into the new perimeter beam a minimum of 6 inches.

Note: Regardless of square footage, if the existing slab is post-tensioned, an engineer's design is required.

- (ee) Section R602.6.1 of the *International Residential Code*, 2018 edition, is hereby amended, the Exception is deleted in its entirety, and Figure R602.6.1 is replaced with a new Figure R602.6.1, entitled "Top Plate Framing to Accommodate Piping" to read as follows:

Section R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling, or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum

length of 1 ½ inches (38 mm) at each side of the notch to the first nail hole or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1.

Exception: Deleted.

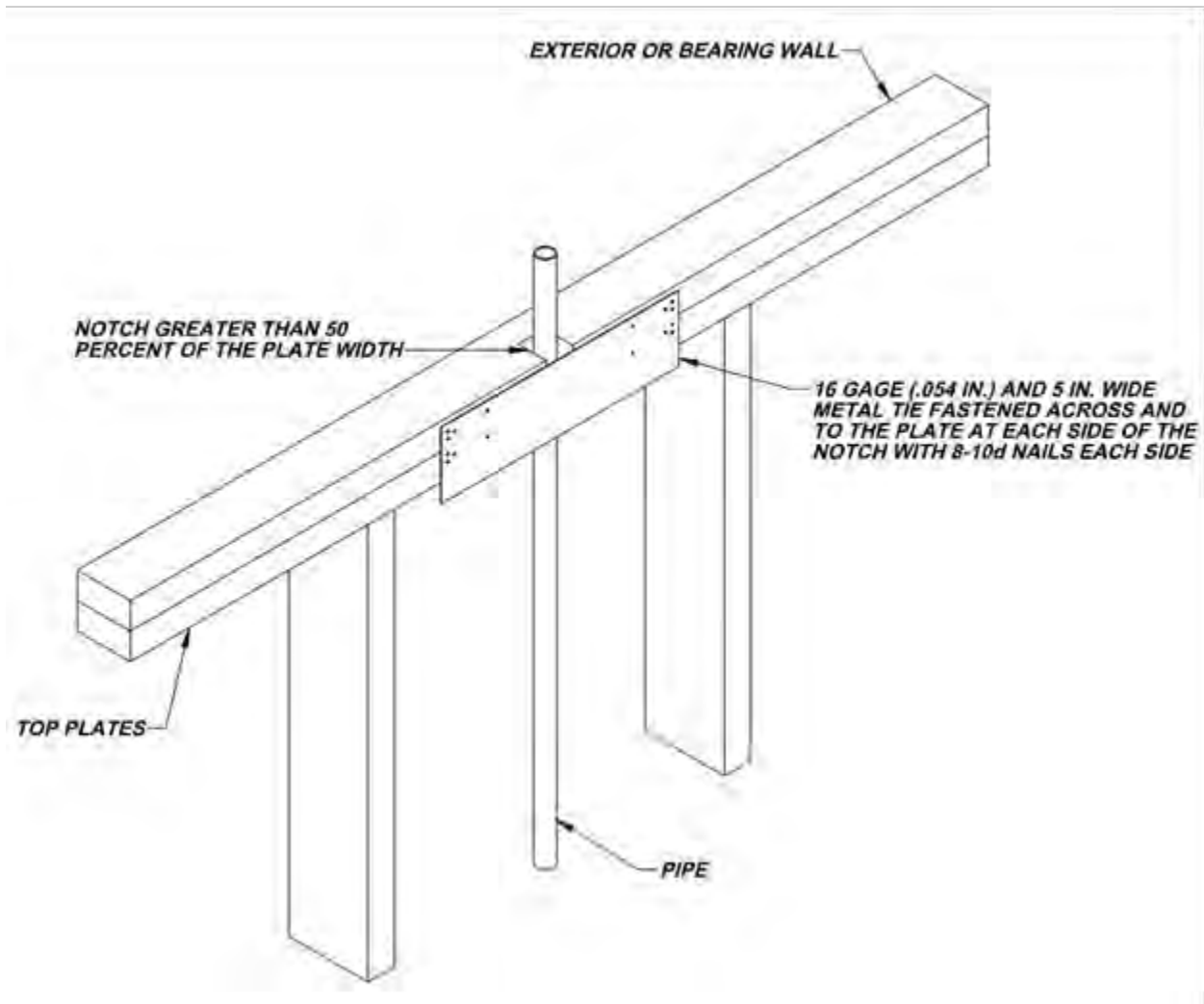


FIGURE R602.6.1
Top Plate Framing to Accommodate Piping

- (ff) Section R703.8.4.1 of the *International Residential Code*, 2018 edition, is hereby amended by adding a new second paragraph prior to the existing Exception to read as follows:

Section R703.8.4.1. Size and spacing. {Existing paragraph unchanged.} ...

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254) from the foundation.

- (gg) Section R902.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows, and a new Exception No. 5 is added to read as follows:

Section R902.1. Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed..... *{remainder unchanged}*.

Exceptions:

5. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet.

- (hh) Part IV-Energy Conservation of the *International Residential Code*, 2018 edition, is hereby amended by renaming this Part IV, as follows:

Part IV-Residential Provisions for Energy Efficiency

- (ii) Chapter 11 of the *International Residential Code*, 2018 edition, is hereby deleted and replaced with the *International Energy Conservation Code*, 2018 edition, *Residential Provisions* with amendments.
- (jj) Section M1305.1.2 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section M1305.1.2. Appliances in attics. Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the appliance where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, access to the attic space shall be provided by one of the following:

1. A permanent stair.

2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.

Exceptions:

1. The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening.
2. Where the passageway is unobstructed...*{remaining text unchanged}*.

- (kk) Section M1401.3 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section M1401.3 Equipment and appliance sizing. Heating and cooling equipment and appliances for new construction, including additions 500 square feet or greater, shall be sized in accordance with ACCA Manual S or other approved sizing methodologies based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies. *{remaining existing text unchanged}*....

- (ll) Section M1411.3 of the *International Residential Code*, 2018 edition, is hereby amended to replace the first sentence to read as follows:

Section M1411.3. Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to the sanitary sewer through the fixture side of a trap, by means of a direct or indirect drain. *{remaining existing text unchanged}*....

- (mm) Section M1411.3.1 of the *International Residential Code*, 2018 edition, is hereby amended by amending Item Nos. 3 and 4 by adding a new sentence at the end of each item to read as follows:

Section M1411.3.1. Auxiliary and secondary drain systems.

3. *{existing text unchanged}*.... A water-level detection device may be installed only with prior approval of the building official.
4. *{existing text unchanged}*.... A water-level detection device may be installed only with prior approval of the building official.

- (nn) Section M1411.3.1.1 of the *International Residential Code*, 2018 edition, is hereby amended by adding a new sentence at the end of the existing paragraph to read as follows:

Section M1411.3.1.1. Water-level monitoring devices. {existing text unchanged}.... A water-level detection device may be installed only with prior approval of the building official.

- (oo) Section M1503.6 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section M1503.6. Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.

- (pp) Section M2005.2 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section M2005.2. Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an approved self-closing device. Direct-vent water heaters are not required to be installed within an enclosure.

- (qq) Section G2408.3 of the *International Residential Code*, 2018 edition, is hereby amended by deleting this section and the listed Exception in their entirety to read as follows:

Section G2408.3. Private garages. Deleted.

Exception. Deleted.

- (rr) Section G2413.3 of the *International Residential Code*, 2018 edition, is hereby amended by adding an exception after the three listed Items to read as follows:

Section G2413.3. (402.3) Sizing. {existing text unchanged}

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

- (ss) Section G2415.2 of the *International Residential Code*, 2018 edition, is hereby amended by adding a new second paragraph to the existing paragraph to read as follows:

Section G2415.2. CSST. *{existing text unchanged.}....*

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel, and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

- (tt) Section G2415.12 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section G2415.12. (404.12) Minimum burial depth. *Underground piping systems* shall be installed a minimum depth of 18 inches (457 mm) below grade.

- (uu) Section G2415.12.1 of the *International Residential Code*, 2018 edition, is hereby amended by deleting this section in its entirety as follows:

Section G2415.12.1. (404.12.1) Individual outside appliances. Deleted.

- (vv) Section G2417.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section G2417.1. (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the building official when the *piping system* is ready for testing. The equipment, material, power, and labor necessary for the inspections and test shall be furnished by the permit holder, and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

- (ww) Section G2417.4 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section G2417.4. (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the *pressure test* period. The source of pressure shall be isolated before the pressure tests are made.

- (xx) Section G2417.4.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section G2417.4.1. (406.4.1) Test pressure. The test pressure to be used shall be not less than 3 psig (20 kPa gauge), or at the discretion of the building official, the *pipng* and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diaphragm diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation, and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation, and a pressure range not to exceed 20 psi.

For welded *pipng*, and for piping carrying gas at pressures in excess of fourteen (14) inches of water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For *pipng* carrying gas at a pressure that exceeds 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

- (yy) Section G2420.1 (409.1) of the *International Residential Code*, 2018 edition, is hereby amended by adding a new Section G2420.1.4 (409.1.4), entitled “Valves in CSST installations,” to read as follows:

Section G2420.1.4. (409.1.4) Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) *pipng* systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration, but in no case greater than 12 inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *pipng*, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting *pipng*.

- (zz) Section G2420.5.1 of the *International Residential Code*, 2018 edition, is hereby amended by adding a sentence at the end to read as follows:

Section G2420.5.1. (409.5.1) Located within the same room. {existing text unchanged} A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

- (aaa) Section G2421.1 of the *International Residential Code*, 2018 edition, is hereby amended by adding a new second paragraph and new exception to read as follows:

Section G2421.1. (410.1) Pressure regulators. {existing text unchanged}

Access to regulators shall comply with the requirements for access to appliances as specified in section M1305.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

- (bbb) Section G2422.1.2.3 of the *International Residential Code*, 2018 edition, is hereby amended by deleting Exception Nos. 1 and 4 in their entirety as follows:

Section G2422.1.2.3. (411.1.3.3) Prohibited locations and penetrations.

Exception No.1. Deleted

Exception No. 4. Deleted.

- (ccc) Section G2445.2 of the *International Residential Code*, 2018 edition, is hereby amended by adding a new exception to read as follows:

Section G2445.2. Prohibited use. {existing text unchanged}

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the building official, unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* section 108.7.

- (ddd) Section G2448.1.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section G2448.1.1. (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans, and scald protection shall be in accordance with this *code*.

- (eee) Section P2603.3 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

- (fff) Section P2603.5.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section P2603.5.1. Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

- (ggg) Section P2801.6.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section P2801.6.1. Pan size and drain. *{existing text unchanged}*.....The pan shall not be less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 2906.5. Where a pan drain was not previously installed, a pan drain shall be required for replacement water heaters located on exterior walls or in garages. Replacement water heaters that are not located on an exterior wall or in a garage, shall not be required to add a pan drain, but must be equipped with an automatic shutoff or water-level detection device.

- (hhh) Section P2801.7 of the *International Residential Code*, 2018 edition, is hereby amended by adding new Exception No. 2 to read as follows:

Section P2801.7. Water heaters installed in garages. *{existing text unchanged}*
....

Exception:

3. Electric water heaters.

- (iii) Section P2801.9 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section P2801.9 Water heaters installed in attics or with living space below.

Water heaters other than tankless, when located in attic space or a space located above living space, shall be equipped with an approved device to automatically shut off the water supply if a water leak is detected.

- (jjj) Section P2804.6.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section P2804.6.1. Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufacturer's installation instructions and installed in compliance with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors.

[remainder unchanged]

- (kkk) Section P2902.5.3 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section P2902.5.3. Lawn sprinkler systems. The potable water supply system to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, or a reduced pressure principle backflow preventer. A valve shall not be installed down-stream from an atmospheric breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

All lawn sprinkler systems shall be equipped with a temperature sensing device that stops the flow of water through the lawn sprinkler system when the ambient temperature is thirty-eight degrees Fahrenheit or less. In addition, all systems shall be equipped with a device that stops the flow of water through the lawn sprinkler system when one-quarter inch or more of rain falls. Further, pursuant to Section

551.006 of the Texas Local Government Code, all lawn sprinkling systems shall comply with Section 1903.053 of the Texas Occupations Code, and any rules adopted by the Texas Commission on Environmental Quality pursuant to that section.

- (III) Section P3003.9.2 of the *International Residential Code*, 2018 edition, is hereby amended by deleting the exceptions to read as follows:

Section P3003.9.2. Solvent cementing.

Exceptions. Deleted.

- (mmm) Section P3005.2.2.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section P3005.2.2.1. Building sewer and sewer lateral junction. A clean out must be provided at this junction in compliance with most current Town of Flower Mound Design Criteria and Construction Standards.

- (nnn) Section P3005.2.3 of the *International Residential Code*, 2018 edition, is hereby amended by adding a second paragraph to read as follows:

Section P3005.2.3. Building drain and building sewer junction.

For swimming pools that are constructed on lots that have public sewer, a drain or backwash line with a minimum size of 1½ inch must be provided. This line must direct waste into the public sewer by use of an air gap into a 3-inch trap. The trap seal of this trap must be protected from freezing, and the standpipe must rise at least 3 inches above grade.

- (ooo) Section P3111 of the *International Residential Code*, 2018 edition, together with all of its component sections, is hereby deleted in its entirety as follows:

Section P3111. Combination waste and vent system. Deleted.

Section 3111.1. Type of fixtures. Deleted.

Section 3111.1.1 Single-fixture systems. Deleted.

Section 3111.2. Installation. Deleted.

Section 3111.2.1. Slope. Deleted.

Section 3111.2.2. Vent connection. Deleted.

Section 3111.2.3. Vent size. Deleted.

Section 3111.3. Size and length. Deleted.

- (ppp) Section P3112.2 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section P3112.2. Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drain board height, and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air, or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level, and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius), and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

- (qqq) Section AH101.2 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section AH101.2 Permitted uses. Solid-roofed patio covers shall be permitted to be attached or detached. Attached solid-roofed patio covers must maintain the setbacks required for the main structure. Detached solid-roofed patio covers must be set back five feet from any building or structure located on the property, must be located no closer to the front property line than the main building, and must maintain a minimum of five feet from all property lines, except that on corner lots, the patio cover must adhere to the exterior side-yard setback established for the primary structure. Open-roofed patio covers shall be permitted to be attached or detached and must be located at least five feet from any property line and must be located no closer to the front property line than the main building. Patio covers shall be used for recreational, outdoor living purposes and not as carports, storage areas, accessory buildings, or habitable rooms.

- (rrr) Section AH103.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section AH103.1. Patio covers. The sides of detached patio cover structures shall not enclose more than 25 percent of the exterior walls measured around the perimeter or more than 25 percent of the floor area measured under roof. Any structure that exceeds these percentages must be reviewed and permitted using

the accessory building regulations. No patio cover may exceed 25 percent of the floor area of the main structure.

- (sss) Section AH104.1 of the *International Residential Code*, 2018 edition, is hereby amended to read as follows:

Section AH104.1 Height. Attached patio covers must comply with the height requirements of the main structure. Detached patio covers shall be permitted as one-story structures not exceeding 14 feet in height, except that those located in SFE (single-family estate) and A (agriculture) zoning shall be limited in height to 20 feet. Height shall be measured from the average grade adjacent to the patio cover to the peak of the roof.

- (ttt) Appendix Q of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Appendix Q. SWIMMING POOLS, SPAS, AND HOT TUBS

- (uuu) Section AQ101 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

SECTION AQ101 GENERAL

- (vvv) Section AQ101.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ101.1. General. The provisions of this appendix shall control the design and construction of swimming pools, spas and hot tubs installed in or on the lot of a one- or two-family dwelling.

- (www) Section AQ101.2 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ101.2. Location requirements.

- (a) **Front yard.** No swimming pool, spa, or hot tub shall be located within the required or established front yard. On a corner lot, where both street exposures are treated as front yards, for the purposes of this section, the front yards shall be determined by the placement of the main building along with the legal address.
- (b) **Side yard.** All swimming pools, spas, and hot tubs must be located at least five feet from the side property line to the water's edge.
- (c) **Rear yard.** All swimming pools, spas, and hot tubs must be located at least five feet from the rear property line to the water's edge.

- (d) **Easements.** No swimming pool, spa, or hot tub, including applicable decks, shall be located in an easement.
- (e) **Equipment.** No equipment may be placed within the required or established front yard as defined in subsection (a) of this section, or within any easement. Equipment in relation to the pool shall not be affixed to any required perimeter fencing or common fences between property owners. Adequate drainage must be provided between any equipment and any property line. At a minimum, a two foot open space must be maintained.

(xxx) Section AQ101.3 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ101.3. Required inspections.

- (1) **Pre-drainage inspection.** This visual inspection verifies and approves the Drainage and Access plan that was submitted during the plan review phase.
- (2) **Belly steel and pool placement inspection.** Before any concrete or gunite can be placed, the belly steel and placement of the pool shall be inspected and approved. Rebar shall be a minimum size of three-eighths of an inch and located no more than 12 inches on center each way.
- (3) **Deck steel, electrical bond, electrical underground and plumbing.** Before any concrete is placed for the pool deck, the placement of steel and the electrical bond shall be inspected and approved. The concrete deck shall be a minimum thickness of 3½ inches. Rebar shall be a minimum size of three-eighths of an inch and located no more than 18 inches on center each way. The bond conductor shall be a minimum size of No. 8 AWG. A minimum of four ground clamps that are evenly spaced around the pool shall be required to electrically bond the pool from stray ground current. All electrical conductors buried in the ground shall be inspected and approved prior to covering. All pool plumbing shall be subjected to a minimum water test of 15 psi.
- (4) **P-trap and gas line.** Before the backwash line, p-trap, and gas line are covered in any way, those items shall be inspected and approved. All pools shall have a p-trap and backwash line connected to the sanitary sewer.

Exception: Aboveground pools and spas that have a capacity of 750 gallons or less are not required to install a p-trap or backwash line. On lots that do not have access to

town sewer and where sanitary drainage is provided through a septic system, no p-trap or backwash line is required; however, adequate drainage must be provided to allow for drainage of the pool.

- (5) **Pre-plaster inspection.** Before any water is placed in the pool, the permanent fence shall be installed, inspected, and approved.
- (6) **Final drainage inspection.** At the time of this inspection, all drain lines and dirt work must be completed. Installation of permeant vegetation in all disturbed areas must be installed before receiving a final drainage approval.

Exception: If pre-approved, the requirement for final vegetation may be waived. If permeant vegetation is waived, erosion control devices would be required in all disturbed areas before this inspection could be approved.

- (7) **Pool final.** All pool permits must receive an approved final inspection within 180 days of the issue date, or the permit will be expired.

(yyy) Section AQ102 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

SECTION AQ102 DEFINITIONS

(zzz) Section AQ102.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section 102.1 General. For the purposes of these requirements, the terms used shall be defined as follows and as set forth in Chapter 2.

ABOVE-GROUND/ON-GROUND POOL. See "Swimming pool."

BARRIER. A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

HOT TUB. See "Swimming pool."

IN-GROUND POOL. See "Swimming pool."

RESIDENTIAL. That which is situated on the premises of a detached one- or two-family dwelling, or a one-family townhouse not more than three stories in height.

SPA, NONPORTABLE. See "Swimming pool."

SPA, PORTABLE. A nonpermanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product.

SWIMMING POOL. Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

SWIMMING POOL, INDOOR. A swimming pool which is totally contained within a structure and surrounded on all four sides by the walls of the enclosing structure.

SWIMMING POOL, OUTDOOR. Any swimming pool which is not an indoor pool.

(aaaa) Section AQ103 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

SECTION AQ103 SWIMMING POOLS

(bbbb) Section AQ103.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ103.1. In-ground pools. In-ground pools shall be designed and constructed in compliance with ANSI/NSPI-5.

(cccc) Section AQ103.2 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ103.2. Above ground and on ground pools. Above-ground and on-ground pools shall be designed and constructed in compliance with ANSI/NSPI-4.

(dddd) Section AQ104 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

SECTION AQ104 SPAS AND HOT TUBS

(eeee) Section AQ104.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ104.1. Permanently installed spas and hot tubs. Permanently installed spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-3.

(ffff) Section AQ104.2 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ104.2. Portable spas and hot tubs. Portable spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-6.

(gggg) Section AQ105 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

SECTION AQ105 BARRIER REQUIREMENTS

(hhhh) Section AQ105.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ105.1. Application. The provisions of this appendix shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection against potential drownings and near-drownings by restricting access to swimming pools, spas and hot tubs. At all times during the construction of a pool, or until a permanent barrier meeting all the requirements of AG105.2 is installed, a temporary barrier that is at least thirty-six inches (36") in height, and meets the opening provisions of AG105.2, shall completely surround the pool excavation.

(iiii) Section AQ105.2 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ105.2. Outdoor swimming pool. An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least 48 inches (1219mm) above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance at the bottom of the barrier may be increased to four (4) inches when grade is a solid surface such as a concrete deck. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102mm).

2. Openings in the barrier shall not allow passage of a 4-inch-diameter (102mm) sphere.

3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

4. Where a barrier is composed of horizontal and vertical members, and the distance between the tops of the horizontal members is less than 45 inches (1,143 mm), the horizontal members must be on located on the swimming pool side of the fence unless the barrier is a common fence between neighbors or the tops of any one member is at least 45 degrees, when measured from the horizontal, in which such members would not be considered horizontal. Spacing between vertical members shall not exceed 1.75 inches (44mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.

5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.

6. Maximum mesh size for chain link fences shall be a 2.25-inch (57 mm) square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to not more than 1.75 inches (44 mm).

7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1.75 inches (44 mm).

8. Access gates shall comply with the requirements of Section AQ105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1,372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:

8.1. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and

8.2. The gate and barrier shall have no opening greater than 0.5 inch (13 mm) within 18 inches (457 mm) of the release mechanism.

9. Where a wall of a dwelling serves a part of the barrier one of the following conditions shall be met:

9.1. The pool shall be equipped with a powered safety cover in compliance with ASTM F1346; or

9.2. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the

door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch (es) shall be located at least 54 inches (1,372 mm) above the threshold of the door; or

9.3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item 9.1 or 9.2 described above.

10. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then:

10.1. The ladder or steps shall be capable of being secured, locked or removed to prevent access, or

10.2. The ladder or steps shall be surrounded by a barrier which meets the requirements of Section AQ105.2, Items 1 through 9. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter (102 mm) sphere.

(jjjj) Section AQ105.3 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ105.3. Indoor swimming pool. Walls surrounding an indoor swimming pool shall comply with Section AQ105.2, Item 9.

(kkkk) Section AQ105.4 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ105.4. Prohibited locations. Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb them.

(llll) Section AQ105.5 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ105.5. Barrier exceptions. Spas or hot tubs with a safety cover which complies with ASTM F 1346, as listed in Section AQ107, shall be exempt from the provisions of this appendix.

(mmmm) Section AQ106 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

SECTION AQ106 ENTRAPMENT PROTECTION FOR SWIMMING POOL AND SPA SUCTION OUTLETS

(nnnn) Section AQ106.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ106.1. General. Suction outlets shall be designed and installed in accordance with ANSI/APSP-7.

(oooo) Section AQ107 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

SECTION AQ107 ABBREVIATIONS

(pppp) Section AQ107.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ107.1. General.

ANSI—American National Standards Institute

11 West 42nd Street
New York, NY 10036

APSP—Association of Pool and Spa Professionals

NSPI—National Spa and Pool Institute
2111 Eisenhower Avenue
Alexandria, VA 22314

ASCE—American Society of Civil Engineers

1801 Alexander Bell Drive
Reston, VA 98411-0700

ASTM—ASTM International

100 Barr Harbor Drive
West Conshohocken, PA 19428

UL—Underwriters Laboratories, Inc.

333 Pfingsten Road
Northbrook, IL 60062-2096

(qqqq) Section AQ108 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

SECTION AQ108 REFERENCED STANDARDS

(rrrr) Section AQ108.1 of the *International Residential Code*, 2018 edition, is hereby added to read as follows:

Section AQ108.1. General.
ANSI/NSP

ANSI/NSPI-3—99	Standard for Permanently Installed Residential Spas	AQ104.1
ANSI/NSPI-4—99	Standard for Above-ground/ On-ground Residential Swimming Pools	AQ103.2
ANSI/NSPI-5—03	Standard for Residential In-ground Swimming Pools	AQ103.1
ANSI/NSPI-6—99	Standard for Residential Portable Spas	AQ104.2

ANSI/APSP

ANSI/APSP-7—06	Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs and Catch Basins	AQ106.1
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ASTM

ASTM F 1346—91 (2003)	Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools Spas and Hot Tubs	AQ105.2, AQ105.5
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UL

UL 2017—2000	Standard for General-purpose Signaling Devices and Systems—with revisions through June 2004	AQ105.2
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SECTION 4

From and after the effective date of this Ordinance, Section 14-573 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled “Board of Appeals,” is hereby deleted and is replaced with the following:

“Sec. 14-573. Board of Appeals.

The members of the town board of adjustment are hereby appointed as the board of appeals as provided by the *International Residential Code*, 2018 edition, and any changes in membership of the board of adjustment shall likewise be reflected in the membership of said board of appeals.”

SECTION 5

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

SECTION 6

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 7

Any person 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 of the 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 8

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 9

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: July 15, 2019

FROM: Joelle Hainley, Building Official

ITEM: Consider approval of an Ordinance amending Chapter 14, “Buildings and Building Regulations,” Article XV, of the Code of Ordinances of the Town of Flower Mound, to provide for the adoption of the *International Energy Conservation Code*, 2018 edition, and local amendments thereto.

BACKGROUND INFORMATION: During the 77th regular session of the Texas Legislature, SB 5 was passed requiring all municipalities to adopt the 2000 *International Energy Conservation Code* as the energy code for Texas. This bill also required that a municipality must review and consider adopting each update to this code, which occurs in three-year cycles. The 2018 *International Energy Conservation Code* is the most current published energy code.

This code is designed to reduce the air pollutant emissions that are affecting the health of residents of this state and assist in moderating future peak electric power demand, as well as reduce energy consumption by residents and businesses in this state.

The North Central Texas Council of Governments (NCTCOG) brought together many area building officials, builders, and other design professionals for a regional review of this code. Town staff participated in many of these meetings and has reviewed the proposed amendments. The NCTCOG committee has encouraged municipalities to adopt the 2018 *International Energy Conservation Code* with specific regional amendments that should help builders and designers by providing consistent requirements when building and designing within the North Texas Region. The local amendments recommended by NCTCOG are included in this ordinance. Town staff has reviewed the proposed amendments and made additional changes to meet Town specific needs.

FISCAL IMPACT: N/A

LEGAL REVIEW: Benjamin Gibbs 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 CHAPTER 14, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE XV, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TO PROVIDE FOR ADOPTION OF THE *INTERNATIONAL ENERGY CONSERVATION CODE*, 2018 EDITION, AND LOCAL AMENDMENTS THERETO; PROVIDING THAT THE BOARD OF ADJUSTMENT SHALL BE THE BOARD OF APPEALS FOR PURPOSES SET OUT HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 77th Texas Legislature passed Senate Bill 5 ("SB 5") in 2001 adopting the *International Energy Conservation Code* for all structures in Texas not otherwise regulated by the *International Residential Code*; and

WHEREAS, SB 5 requires all municipalities to adopt the *International Energy Conservation Code*, allows municipalities to adopt local amendments thereto, and further requires municipalities to review and consider adopting updates to the Code, which occur in three-year cycles; and

WHEREAS, the current energy code in the Town is the 2015 edition of the *International Energy Conservation Code*, and the Town's energy code should be updated to the most current published energy code available; and

WHEREAS, the Town of Flower Mound, together with other local governments of the North Central Texas Council of Governments region, has participated in a study of the 2018 edition of the *International Energy Conservation Code* to provide local amendments that address the conditions of the North Central Texas area; and

WHEREAS, the 2018 edition of the *International Energy Conservation Code* is the most current published code available that addresses the standard for energy efficiency of buildings and structures within the Town; and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2018 edition of the *International Energy Conservation Code* and has determined that this will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public;

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs of the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 14-601 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "International Energy Conservation Code Adopted," is hereby deleted and replaced with the following provision:

"Sec. 14-601. International Energy Conservation Code Adopted.

The *International Energy Conservation Code*, 2018 edition, a copy of which is on file in the office of the town secretary, is hereby adopted and designated as the energy code of the town, the same as though the provisions of the *International Energy Conservation Code*, 2018 edition, were copied at length in this section, subject to the deletions, amendments, and additions provided in section 14-602."

SECTION 3

From and after the effective date of this Ordinance, Section 14-602 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Local Amendments to International Energy Conservation Code," is hereby deleted and replaced with the following provision:

"Sec. 14-602. Local Amendments to International Energy Conservation Code.

The *International Energy Conservation Code*, 2018 edition, is hereby amended by amending only the enumerated sections and provisions, as follows, and all sections and provisions not expressly amended or deleted shall remain in full force and effect:

- (a) Section C101.1 and Section R101.1 of the *International Energy Conservation Code*, 2018 edition, are hereby amended to read as follows:

Section C101.1. Title. This code shall be known as the Energy Conservation Code of the Town of Flower Mound and shall be cited as such. It is referred to herein as "this code."

Section R101.1 Title. This code shall be known as the Energy Conservation Code of the Town of Flower Mound and shall be cited as such. It is referred to herein as "this code."

- (b) Section C102.1.2 and R102.1.2 of the *International Energy Conservation Code*, 2018 edition, are hereby added to read as follows:

Section C102.1.2. Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the code official, be considered in compliance.

The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

Section R102.1.2. Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the code official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 and R403.3.3 respectively.

- (c) Section C202 and R202 of the *International Energy Conservation Code*, 2018 edition, are hereby amended by adding a new definition of "Projection Factor" to the list of definitions, adding the definition of "Dynamic Glazing" to R202 only, and amending the definition of "Building Thermal Envelope," in alphabetical order to read as follows:

BUILDING THERMAL ENVELOPE. *{Existing text unchanged}*. The building thermal envelope shall include any building element that separates a commercial occupancy from a residential occupancy and provides a boundary between conditioned spaces.

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

- (d) Table R402.1.2 of the *International Energy Conservation Code*, 2018 edition, is hereby amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR
3	<u>0.35</u>

- (e) Table R402.1.4 of the *International Energy Conservation Code*, 2018 edition, is hereby amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR
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3	<u>0.35</u>
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- (f) Section C402.2.8 and R402.2.14 of the *International Energy Conservation Code*, 2018 edition, are hereby added to read as follows:

Section C402.2.8. Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting, or other equivalent material approved by the building official.

Section R402.2.14. Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting, or other equivalent material approved by the building official.

- (g) Section R402.3.2 of the *International Energy Conservation Code*, 2018 edition, is hereby amended by adding a paragraph and table following the exception to read as follows:

Section R402.3.2. Glazed fenestration SHGC. *{Existing text unchanged}.*

Where vertical fenestration is shaded by an overhang, eave, or permanently attached shading device, the SHGC required in Table R402.1.2 shall be reduced by using the multipliers in Table R402.3.2 SHGC Multipliers for Permanent Projections.

Table R402.3.2 SHGC Multipliers for Permanent Projections ^a

Projection Factor	SHGC Multiplier (all Other Orientation)	SHGC Multiplier (North Oriented)
0	1.00	1.00
>0.10 – 0.20	0.91	0.95
>0.20 – 0.30	0.82	0.91
>0.30 – 0.40	0.74	0.87
>0.40 – 0.50	0.67	0.84
>0.50 – 0.60	0.61	0.81
>0.60 – 0.70	0.56	0.78
>0.70 – 0.80	0.51	0.76
>0.80 – 0.90	0.47	0.75
>0.90 – 1.00	0.44	0.73

^a North oriented means within 45 degrees of true north.

- (h) Section R402.4.1.2 of the *International Energy Conservation Code*, 2018 edition, is hereby amended by adding a paragraph at the end to read as follows:

Section R402.4.1.2. Testing. *{Existing text unchanged}*....Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed or have any financial interest in the company that constructs the structure.

- (i) Section R402.4.1.3 of the *International Energy Conservation Code*, 2018 edition, is hereby amended by to read as follows:

Section R402.4.1.3 Testing option – ACH tradeoff. As an option to the air leakage rate set out in Section R402.4.1.2, 1- and 2-family homes meeting all of the listed criteria below and the *thermal envelope* requirements in Table R402.4.1.3 will be considered compliant when tested and verified as having an air leakage rate to not less than or equal to four air changes per hour when tested and reported in accordance with the testing standards and reporting criteria listed in Section R402.4.1.2.

The compliance equivalency is limited as follows:

1. Limited to a conditioned floor area between 1,000 and 6,000 square feet,
2. Limited to between 2 to 6 bedrooms,
3. Assumes all ductwork and mechanical equipment is located in the unconditioned attic,
4. Assumes typical wood framing in the walls and roof, and
5. Assumes one of the following heating/cooling systems:
 - a. All electric system with a heat pump for heating, or
 - b. A system with electric cooling and natural gas heating.

Dwellings using electric resistance strip heating do not qualify for this tradeoff.

TABLE R402.4.1.3 (N1102.4.1.3)^a

Envelope Component	Option #1	Option #2
R402.4 Air Leakage	≤ 4 ACH50	≤ 4 ACH50
Wall Insulation <i>R</i> -value	R13 + R3 ^b	R13 + R3 ^b
Fenestration <i>U</i> -factor	≤ 0.32	≤ 0.32
Fenestration SHGC	≤ 0.25	≤ 0.25
Ceiling <i>R</i> -value	$\geq R49$	$\geq R49$
Duct Insulation <i>R</i> -value	R8	R6
Radiant Barrier Required	No	Yes

^a Except for the values listed in the table, all other mandatory code provisions are applicable.

^b The first value listed is the *R*-value of cavity insulation, the second value is the *R*-value of the continuous insulation or insulated siding.

- (j) Section R403.3.3 of the *International Energy Conservation Code*, 2018 edition, is hereby amended by adding a paragraph at the end to read as follows:

Section R403.3.3. Duct testing. (Mandatory). *{Existing text unchanged}*.

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individual must be an independent third-party entity, and may not be employed or have any financial interest in the company that constructs the structure.

- (k) Section R405.6.2 of the *International Energy Conservation Code*, 2018 edition, is hereby amended by adding a sentence to the end of the paragraph to read as follows:

Section R405.6.2. Specific approval. *{Existing text unchanged}*. Acceptable performance software simulation tools may include, but are not limited to, REM Rate™, Energy Gauge, and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.

- (l) Table R406.4 of the *International Energy Conservation Code*, 2018 edition, is hereby amended to read as follows:

TABLE R406.4 ¹
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	65

¹ This table is effective until August 31, 2019.

TABLE R406.4 ²
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	63

² The table is effective from September 1, 2019 to August 31, 2022.

TABLE R406.4 ³
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	59

³ This table is effective on or after September 1, 2022.

SECTION 4

From and after the effective date of this Ordinance, Section 14-603 of Chapter 14 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Board of Appeals," is hereby deleted and replaced with the following:

"Sec. 14-603. Board of Appeals

The members of the Flower Mound Board of Adjustment are hereby appointed as the Board of Appeals as provided by the *International Energy Conservation Code*, 2018 edition, and any changes in membership of said Board of Adjustment shall likewise be reflected in the membership of said Board of Appeals."

SECTION 5

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

SECTION 6

If any section, subsection, clause, phrase, or provision of this Ordinance or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 7

Any person 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 of the 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 8

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 9

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, TOWN ATTORNEY



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: July 15, 2019

FROM: William Harden, Fire Marshal 

ITEM: 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.

BACKGROUND INFORMATION: This ordinance updates the fire code adopted by the Town from the 2012 *International Fire Code* to the 2018 *International Fire Code* and adopts local amendments to the same. This code was reviewed for adoption as a joint effort between the Fire department and the Building Inspection Division. This joint review is necessary since the fire codes and building codes are designed to work in concert with each other.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A 

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

ATTACHMENTS:

1. Proposed Fire Prevention and Protection 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 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: REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the *International Code Council* (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes") and the *International Fire Code* has been prepared by the ICC and reviewed by the North Central Texas Council of Governments (NCTCOG) and by Town staff; and,

WHEREAS, the current fire prevention code in the Town is the 2015 edition of the International Fire Code, and the Town's fire prevention code should be updated to the most current published fire prevention code available; and,

WHEREAS, the 2018 edition of the International Fire Code is the most current published code available that establishes provisions to permit and control all outside activities or processes that can cause a fire to start and allows citizens to burn, cook, and work outdoors with their safety, and the safety of their neighbors, in mind and addresses general design, construction, and fire safety aspects of all structures in the Town; and,

WHEREAS, the Town Council has determined that it is in the best interest of the citizens of the Town of Flower Mound to update and adopt the 2018 edition of the International Fire Code and has determined that this will promote the public health, safety, and welfare of the citizens of the Town of Flower Mound and the general public; and,

WHEREAS, the Town Council of the Town of Flower Mound further desires to adopt certain local amendments to such Code reflecting the unique needs to the Town of Flower Mound;

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 38-1 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "*International Fire Code* Adopted," is hereby deleted and replaced with the following provision:

"Sec. 38-1. *International Fire Code* Adopted.

The *International Fire Code*, 2018 edition, including Appendix chapters A-G, copies of which are on file in the office of the Town Secretary, are hereby adopted and designated as the Fire Code of the Town, the same as though the provisions of the *International Fire Code*, 2018 edition, were copied at length in this section, subject to the deletions, amendments and additions provided in Section 38-2."

SECTION 3

From and after the effective date of this Ordinance, Section 38-2 of the Code of Ordinances of the Town of Flower Mound, Texas, entitled "Amendments to *International Fire Code*," is hereby deleted and replaced with the following provision:

"**Sec. 38-2. Amendments to *International Fire Code*, 2018 edition.**

The *International Fire Code*, 2018 edition, is hereby amended by amending only the enumerated sections and provisions as follows, and all sections and provisions not expressly amended shall remain in full force and effect:

- (a) Section 101.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 101.1. Title. These regulations shall be known as the Fire Code of the Town of Flower Mound, herein after referred to as "this code."

- (b) Section 102.1 of the *International Fire Code*, 2018 edition, is hereby amended to change subparagraph 3 to read as follows and add a new subparagraph number 5 as follows:

- 3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.
- 5. The provisions of this code apply to buildings built under the IRC and the IBC.

- (c) Section 103 of the *International Fire Code*, 2018 edition, is hereby amended by revising the title of said section to read as follows:

Section 103. FIRE PREVENTION DIVISION

- (d) Section 103.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 103.1. General. The fire prevention division is established within the jurisdiction under the direction of the Fire Marshal. The function of the division shall be the implementation, administration and enforcement of the provisions of this code.

- (e) Section 103.2 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 103.2. Appointment. The Fire Marshal shall be appointed by the Fire Chief of the Town of Flower Mound on the basis of proper qualification.

- (f) Section 104.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a second paragraph to read as follows:

Under the Fire Chief's direction, the fire department is authorized to enforce all ordinances of the Town pertaining to:

1. the prevention of fires;
2. the suppression or extinguishment of dangerous or hazardous fires;
3. the storage, use, and handling of hazardous materials;
4. the installation and maintenance of automatic, manual and other private fire alarm systems and fire-extinguishing equipment;
5. the maintenance and regulation of fire escapes;
6. the elimination of fire hazards on land and in buildings, structures and other property, including those under construction;
7. the maintenance of means of ingress and egress;
8. the investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials; and
9. the investigation of the cause, origin and circumstances of explosions.

- (g) Section 105.3.1 of the *International Fire Code*, 2018 edition, is hereby amended by inserting the following language immediately following the first full sentence of such section to read as follows:

Section 105.3.1. Expiration. Operational permits shall be renewed on an annual basis. Expiration shall be on December 31st of the current year.

- (h) Section 105.3.3 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 105.3.3. Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

- (i) Section 105.6 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 105.6. Required operational permits. The Fire Code Official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.50.

- (j) Section 105.7 of the *International Fire Code*, 2018 edition, is hereby amended by adding a new Section 105.7.20 to read as follows:

Section 105.7.20. Smoke control or exhaust systems. Construction permits are required for installation of or alteration to smoke control or smoke exhaust systems as specified in Section 909 and Section 910 respectively. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

- (k) Section 105.7 of the *International Fire Code*, 2018 edition, is hereby amended by adding a new Section 105.7.26 to read as follows:

Section 105.7.26. Electronic access control systems. Construction permits are required for the installation or modification of an electronic access control system, as specified in Section 503 and Section 1010. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

- (l) Section 107.2.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 107.2.1. Inspections request. It shall be the duty of the permit holder or his duly authorized agent to notify the Fire Marshal when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such

work that are required by this code. The permit holder shall schedule all necessary inspections at least 48 hours in advance. If the inspection fails to pass and a return inspection is necessary the return inspection shall constitute a re-inspection, and an additional fee will be assessed on the second re-inspection and each subsequent re-inspection in accordance to Appendix A, Re-inspection fee schedule.

- (m) Section 110.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 110.4. Violation penalties. Persons who violate a provision of this code, fail to comply with any of the requirements thereof, or erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the Fire Marshal, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor offense, punishable by a fine of not more than \$2,000.00 for each offense. Each day that a violation exists or continues shall be deemed a separate offense and shall be punishable as such.

- (n) Section 202 of the *International Fire Code*, 2018 edition, is hereby amended, in part, to add to and revise the existing definitions contained in Section 202 by inserting or amending the following definitions, in alphabetical order:

ADDRESSABLE FIRE DETECTION SYSTEM - Any system capable of providing identification of each individual alarm - initiating device. The identification shall be in plain English and as descriptive as possible to specifically identify the location of the device in alarm. The system shall have the capability of alarm verification.

AMBULATORY CARE FACILITY - Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ANALOG INTELLIGENT ADDRESSABLE FIRE DETECTION SYSTEM -

Any system capable of calculating a change in value by directly measurable quantities (voltage, resistance, etc.) at the sensing point. The physical

analog may be conducted at the sensing point or at the main control panel. The systems shall be capable of compensating for long-term changes in sensor response while maintaining a constant sensitivity. The compensation shall have a preset point at which a detector maintenance signal shall be transmitted to the control panel. The sensor shall remain capable of detecting and transmitting an alarm while in maintenance alert. FIRE CODE OFFICIAL is the Fire Marshal or other designated authority appointed by the Fire Chief with the duties of administration and enforcement of the code, or a duly authorized representative.

ATRIUM - An opening connecting three or more stories... *{remaining text unchanged}*.

BONFIRE is a large outdoor fire utilized for recreational or ceremonial purposes.

DEFEND IN PLACE - A method of emergency response that engages building **components** and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE CODE OFFICIAL - the Fire Marshal or other designated authority appointed by the Fire Chief with the duties of administration and enforcement of the code, or a duly authorized representative.

FIRE DEPARTMENT - the Town of Flower Mound Fire and Emergency Services Department.

FIRE PREVENTION DIVISION - a division within the Town's Department of Fire and Emergency Services.

FIRE WATCH - A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the fire department.

FIREWORKS - Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein. ... *{remainder of text unchanged}*.

HIGH-PILED COMBUSTIBLE STORAGE - add a second paragraph to read as follows: Any building classified as a group S Occupancy or Speculative Building exceeding 5,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall

be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height

HIGH-RISE BUILDING - A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

JURISDICTION - is the Town of Flower Mound, Texas.

REPAIR GARAGE - A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair, or replacement, shocks, minor part replacement, and other such minor repairs.

SELF-SERVICE STORAGE FACILITY - Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL - Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM - A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

(o) Section 301.1 of the *International Fire Code* 2018 edition, is hereby amended to read as follows:

Section 301.1. Scope. The provisions of this chapter shall govern the occupancy and maintenance of all structures, premises, and property for precautions against fire and the spread of fire.

- (p) Section 302.1 of the *International Fire Code*, 2018 edition, is hereby amended, in part, to add to and revise the existing definitions contained in Section 302.1 by inserting the following definitions, in alphabetical order:

BONFIRE is a large outdoor fire utilized for recreational or ceremonial purposes.

INCINERATOR BURNING shall be defined as the burning of natural materials within an enclosed combustion chamber constructed of brick, concrete, hollow tile, metal or other fire resistive material and shall be equipped with a spark arrestor.

- (q) Section 305 of the *International Fire Code* 2018 edition, is hereby amended to add a new Section 305.6 and Section 305.6.1 to read as follows:

Section 305.6 Outdoor welding. All welding processes within the Town of Flower Mound shall require an operational permit as established in Section 105.6. A 30 foot radius shall be established that is free of all combustible materials. A fire watch shall be established. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as a water barrel, garden hose or water truck with a ready water supply, shall be available for immediate utilization.

Section 305.6.1. Weather conditions. Outdoor welding shall not be performed when the wind speed is 15 miles per hour (mph) or greater. The relative humidity at the time work is being performed must be 25 percent or higher.

- (r) Section 305 of the *International Fire Code* 2018 edition, is hereby amended to add a new Section 305.7 read as follows:

Section 305.7. Outdoor fire pits. All fire pits shall be constructed in a manner consistent with good engineering and construction practices. The fire pit shall not be installed within 10 feet of adjoining property lines, 15 feet from a residence and 10 feet from other combustible materials. The maximum diameter of a fire pit shall be 3 feet, unless approved by the Fire Marshal.

Exception: Natural gas fueled fire pits may be installed closer than 15' from residence if approved by the Fire Code Official.

- (s) Section 307.1.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 307.1.1 Prohibited Open Burning. Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

- (t) Section 307.2 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

- (u) Section 307.2 of the *International Fire Code*, 2018 edition, is hereby amended by adding a new Section 307.2.2 to read as follows:

Section 307.2.2. Permit timelines. Open burning permits shall be in effect for a period of two weeks from the date of issuance. A two week extension may be obtained by requesting the permit time be extended prior to the expiration date of the then existing permit. For a tract of land, under common ownership, of 40 acres or larger; the permit shall be in effect for a period of one month. An extension of one month for a 40 acre tract of land may be obtained by requesting the permit time to be extended prior to the permit expiring.

Recreational burn permits shall be in effect for the time specified on the permit not to exceed one week.

Incinerator permits shall last 90 days from the date of issuance and an extension of 90 days may be obtained by requesting an extension prior to the expiration date.

- (v) Section 307.3. of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 307.3 Extinguishment Authority. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible, or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

- (w) Section 307.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 307.4. Location. The location for open burning shall be not less than 500 feet from any structure, provisions shall be made to prevent the fire from spreading to within 500 feet of any structure, other combustible, or property lines and conditions which could cause a fire to spread within 500 feet of a structure shall be eliminated prior to the issuance of the permit. The size of any burn pile shall not exceed 5 feet in diameter and 5 feet in height.

Exception: Fires in approved incinerators that are not less than 20 feet from a structure or other combustible materials.

- (x) Section 307.4.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 307.4.1. Bonfires. A bonfire shall not be conducted within the Town's corporate limits.

- (y) Section 307.4.3, of the *International Fire Code*, 2018 edition, is hereby amended to add exception #2 to read as follows:

Exceptions:

2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

- (z) Section 307.4 of the *International Fire Code*, 2018 edition, is hereby amended to add Sections 307.4.4 and 307.4.5 and 307.4.6 to read as follows:

Section 307.4.4. Permanent outdoor fire pit. Permanently installed outdoor fire pits for recreational fire purposes shall not be installed within 10 feet of structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

Section 307.4.5. Trench burns: Shall not be allowed in The Town of Flower Mound.

Section 307.4.6. Incinerator fires. A fire within an incinerator shall not be conducted within 20 feet of a structure or other combustible material. Conditions which could cause a fire to spread within 20 feet of a structure or other combustible material shall be eliminated prior to ignition. Burning in an incinerator shall not be permitted on lots or tracts of land less than two acres in size. Fire must be entirely contained within the approved container with a spark arrestor in place at all times.

- (aa) Section 307.5 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 307.5. Attendance. Open burning, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the... *{remainder of section unchanged}*.

- (bb) Section 307 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 307.6 to read as follows:

Section 307.6. Burn Ban. If it is determined that atmospheric conditions i.e. ozone action days, extended drought, or other conditions exist that make it necessary to limit outdoor processes which may cause a fire, a burn ban can be instituted. The Fire Chief or his authorized representative under an executive order shall issue an emergency declaration instituting a burn ban for all properties within the Town of Flower Mound. The burn ban shall prohibit all outdoor activities and/or processes that may start a fire. Such outdoor activities and/or processes shall include but are not limited to: open burning, incinerator burning, recreational burning, outdoor welding, outside use of torches or other cutting devices that emit sparks, charcoal grills, fireworks, and outdoor fireplaces or fire pits.

- (cc) Section 307 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 307.7 to read as follows:

Section 307.7. Posting a declaration of a burn ban. The emergency declaration specified in section 307.6 shall be posted or published in the following locations:

- Official Town of Flower Mound Newspaper
- Town of Flower Mound web-site
- Bulletin boards at all Town of Flower Mound facilities

- (dd) Section 307 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 307.8 to read as follows:

Section 307.8. Violation. Persons who violate a burn ban by igniting a fire, engaging in one of the prohibited activities or allowing a

prohibited activity to be carried out on property under his or her control shall be guilty of a misdemeanor offense, punishable by a fine of not less than \$500.00 or more than \$2,000.00 for each offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (ee) Section 308.1.4; of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

308.1.4 Open-flame Cooking Devices. Open-flame cooking devices, charcoal grills, and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs. (5 containers).
2. Where buildings, balconies, and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {No change.}

- (ff) Section 308.1.5; of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

308.1.5 Locations near combustibles. Open flames such as from candles, lanterns, kerosene heaters, and gas-fired heaters shall not be located on or near decorative material or similar combustible materials. Luminaria Bags with candles are prohibited.

- (gg) Section 308.1.6.2, of the *International Fire Code*, 2018 edition, is hereby amended to change Exception number 3 to read as follows:

Exceptions: 3. Torches or flame-producing devices in accordance with Section 308.1.3.

- (hh) Section 308.1.6.3; of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 308.1.6.3 Sky Lanterns. A person shall not release or cause to be released any unmanned free-floating devices containing an open flame

or other heat source, such as, but not limited to, a sky lantern.

- (ii) Section 311.5. of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards, as required by Sections 311.5.1 through 311.5.5.

- (jj) Section 403.5 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 403.5 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.

- (kk) Section 404.2.2; the *International Fire Code*, 2018 edition, is hereby amended to add a new subsection 4.10 to read as follows:

4.10 Fire extinguishing system controls.

- (ll) Section 405.4; of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 405.4. Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

- (mm) Section 501.4. of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

- (nn) Section 503.1.1. of the *International Fire Code*, 2018 edition, is hereby amended to add a sentence to read as follows:

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed

pathway around the external walls of the structure.

- (oo) Section 503.1.2. of the *International Fire Code*, 2018 edition, is hereby amended to add a sentence to read as follows:

The Fire Code Official is also hereby authorized and empowered to establish and designate fire lanes as deemed necessary for the proper ingress and egress of emergency vehicles. Any fire lane designated by the Fire Marshal shall become effective as of the date so designated.

- (pp) Section 503.1. of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 503.1.4 to read as follows:

Section 503.1.4. Existing Fire Lanes. Any fire lane that has been established prior to passage of the ordinance from which this article is derived and designated by the Fire Marshal or that has been established by a separate ordinance shall be a fire lane for all intents and purposes and shall be maintained as required by this code.

- (qq) Section 503.2.1. of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 503.2.1. Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet. Where a fire hydrant is situated on or adjacent to a fire lane or a fire apparatus access road, the minimum unobstructed width of the fire lane or fire apparatus access road shall be 26 feet. Fire lanes where there is "opposed" parking shall have an unobstructed width of not less than 26 feet.

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

- (rr) Section 503.2.2. of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 503.2.2. Authority. The Fire Code Official shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

- (ss) Section 503.2.3. of the *International Fire Code*, 2018 edition, is hereby amended to add the following sentences to read as follows:

The required weight load of such roads shall be at least 85,000 pounds. In no event shall speed bumps, speed humps, or other "traffic-calming" devices be placed, installed, or located in a fire lane or fire apparatus access road unless approved by the Fire Code Official.

(tt) Section 503.2.3 of the *International Fire Code*, 2018 edition, is hereby amended to add Section 503.2.3.1 to read as follows:

Section 503.2.3.1 Maintenance Generally.

1. The Fire Code Official shall report any damaged, worn or poorly maintained surface conditions, markings, or signs to the owner or person in control of property upon which a fire lane exists and shall issue instructions for repair.
2. It shall be unlawful for the owner or person in control of property upon which a fire lane has been designated or exists to fail to maintain the surface of the fire lane in good condition, free of potholes and other non-approved obstructions.
3. It shall be unlawful for the owner or person in control of property upon which a fire lane has been designated or exists to fail to maintain any marking of the fire lane as required by this code in a condition that is not clearly legible.

(uu) Section 503.2.4. of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 503.2.4. Turning radius. The required turning radius of a fire apparatus access road shall be a minimum of 25 feet inner radii and 45 feet exterior radii or as determined by the Fire Code Official.

(vv) Section 503.2.7 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 503.2.7. Grade. The grade of the fire apparatus access road shall be no greater than 8 percent in grade based on the fire department's apparatus.

(ww) Section 503.3 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 503.3. Marking. Striping, signs, or other markings, when approved by the Fire Code Official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when

necessary to provide adequate visibility.

1. Striping - Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.
2. Signs - Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

(xx) Section 503.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 503.4. Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including parking, stopping, or standing or by any non-emergency vehicle, whether attended or unattended. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. The operator of a premise shall maintain, free of obstruction, all fire lanes on his premises. No person may mark, post, or otherwise identify a non-fire lane private vehicular passageway as a fire lane or in such a manner as tends to create confusion as to whether the passageway is a fire lane. Any unauthorized vehicle in a fire lane is:

1. Subject to removal from the premises by the operator of the premises, with the expense of removal and storage to be borne by the registered owner of the vehicle;
2. Subject to citation, as well as removal from the premises, by the Fire Marshal, or his designee or a police officer, with the expense of removal and storage to be borne by the registered owner of the vehicle; and
3. Prima facie evidence that the person in whose name the vehicle is registered is guilty of a violation of the parking provisions of this section.

(yy) Section 503.6 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 503.6. Security Gates. The installation of security gates across a fire apparatus access road shall require the approval of the Fire Code Official or his designee. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation capability of same shall be maintained operational at all times.

All primary entries, and emergency access entries, into gate-controlled subdivisions, commercial properties, apartment or multi-family developments or other complexes shall be equipped with an approved 3M® light attenuated opening device. These light attenuated opening devices shall be controlled bidirectional. All gates shall have Knox locks installed in the event of power failure. All secondary emergency access gates shall be equipped with Knox locks only. This requirement is for existing and new installations. Existing locations shall have six months from the date this code becomes effective in which to comply with this provision.

(zz) Section 505.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 505.1. Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the Fire Code Official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 6 inches (152.4 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address numbers shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3-1/2 inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting

the property and rear alleyway where such alleyway exists.

- (aaa) Section 506.1.2 of the International Fire Code, 2018 edition, is hereby amended to read as follows:

Section 506.1.2 Key Boxes for Fire Service Elevators. Knox Brand Elevator Key Boxes shall be required for all buildings that have elevators. Existing buildings with elevators will be given one (1) year to comply from date of deficient notification. Building owners or Property Managers will be required to supply a correct and current set of keys, for the elevator cars and hoistway doors, to be placed in the Elevator Knox Box.

- (bbb) Section 507.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 507.4. Water supply test date and information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within 6 months of sprinkler plan submittal. The Fire Code Official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the Fire Code Official, as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the water flow test report, or as approved by the Fire Code Official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

- (ccc) Section 507.5.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 507.5.4. Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage, and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

- (ddd) Section 507.5. of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 507.5.7 to read as follows:

Section 507.5.7. Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet from a fire hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Code Official. A minimum of one fire hydrant shall be located within 50 feet of the fire department connection and on the same side of the roadway as the facility or building.

Exception: For Group R-3 and Group U occupancies, the distance requirement shall be 500 feet between fire hydrants along an approved route.

(eee) Section 509.1. of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 509.1.2 to read as follows:

Section 509.1.2. Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the Fire Code Official. The letters shall be of a color that contrasts with the background.

(fff) Chapter 5 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 511.1 to read as follows:

Section 511.1. Communications. In all new and existing buildings in which the type of construction or distance from an operational emergency services antenna or dispatch site does not provide adequate frequency or signal strength as determined by the Fire Code Official, the building owner shall be responsible for providing the equipment, installation, and maintenance of said equipment in a manner to strengthen the radio signal. The radio signal shall meet the minimum input/output strengths according to the emergency radio system's provider and system manager. All large structures built after the effective date of this code shall be evaluated prior to the issuance of a certificate of occupancy for adequacy of emergency communications inside the structure. If the evaluation fails, the building owner shall at his expense install an approved communications system that will allow emergency responders (fire and police) to communicate from within the building to other responders outside the building.

(ggg) Section 603.3.1, "Exception," of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 603.3.1 Fuel Oil Storage Outside, Above Ground Tanks. Where

connected to a fuel-oil piping system, the maximum amount of fuel oil allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

(hhh) Section 603.3.2 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 603.3.2 Fuel Oil Storage Inside Buildings Fuel oil storage inside buildings shall comply with Sections 603.3.2.1 through 603.3.2.5 and Chapter 57.

Section 603.3.2.1 Quantity Limits. One or more fuel oil storage tanks containing class II or III combustible liquid shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in un-sprinkled buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085 for class III liquids, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in un-sprinkled buildings equipped with an automatic sprinkler system in accordance with section 903.3.1.1, where stored in a tank complying with UL 142 or UL2085 as a double-wall/secondary containment tank.
3. 3000 gallons (11,356 L) where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7 and the room is protected by an automatic sprinkler system in accordance with Section 903.3.1.1.

(iii) Section 604.5 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 605.5.5 to read as follows:

Section 604.5.5. Plug adaptors. Grounded plug adaptors shall not be allowed.

(jjj) Section 604.7 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 604.7.1 to read as follows:

Section 604.7.1. All appliances that heat and cool shall be plugged directly into an *approved* receptacle.

(kkk) Sections 807.5.2.2 and 807.5.2.3; of the *International Fire Code*, 2018 edition, are hereby amended to read as follows:

Section 807.5.2.2. Artwork in Corridors. Artwork and teaching materials

shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

- (III) Sections 807.5.5.2 and 807.5.5.3; of the *International Fire Code*, 2018 edition, are hereby amended to read as follows:

Section 807.5.5.2. Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

Section 807.5.5.3. Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

- (mmm) Section 901.6.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 901.6.1.1 to read as follows:

Section 901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All sandpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

(nnn) Section 901.6.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner,

(ooo) Section 901.7 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 901.7. Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {remaining text unchanged}

(ppp) Section 901.9 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 901.9. Termination of monitoring service. Notice shall be made to the Fire Code Official whenever contracted alarm services for monitoring of any fire alarm system are terminated for any reason, or a change in alarm monitoring provider occurs. Notice shall be made in writing to the Fire Code Official by the building owner and monitoring service provider prior to the service being terminated.

(qqq) Section 903.1.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 903.1.1. Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the *fire code official*.

(rrr) Section 903.2 of the *International Fire Code*, 2018 edition, is hereby amended to add a second paragraph to read as follows:

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

(sss) Section 903.2 of the *International Fire Code*, 2018 edition, is hereby amended to delete the exception.

(ttt) Section 903.2.9 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 903.2.9.3 to read as follows:

Section 903.2.9.3. Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

(uuu) Section 903.2.11 of the *International Fire Code*, 2018 edition, is hereby amended to amend Section 903.2.11.3 and add Sections 903.2.11.7, 903.2.11.8, and 903.2.11.9 to read as follows:

Section 903.2.11.3. Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1510 of the *International Building Code*, located 35 feet or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions: Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

Section 903.2.11.7. High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

Section 903.2.11.8. Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

Section 9.3.2.11.9. Buildings Over 5,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 5,000 sq. ft. or greater and in all existing buildings that are enlarged to be 5,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

(vvv) Section 903.3.1.1.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 903.3.1.1.1. Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}* ... because it is damp, of fire-

resistance-rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire- resistance rating of not less than 2 hours.
4. *{Delete}*
5. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. *{Delete.}*

(www) Section 903.3.1.2.3 of the International Fire Code, 2018 edition, is hereby amended to read as follows:

Section 903.3.1.2.3. Attics and Attached Garages. Sprinkler protection is required in attached garages, and in the following attic spaces.

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel fire fired equipment is installed in an un-sprinkled attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attics spaces of buildings two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1 Provide automatic sprinkler system protection.
 - 4.2 Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3 Construct the attic using noncombustible materials.
 - 4.4 Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5 Fill the attic with noncombustible insulation.

(xxx) Section 903.3.1.3 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 903.3.1.3. NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwelling*s; Group R-3; Group R-4

Condition 1 and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(yyy) Section 903.3.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 903.3.1.4 to read as follows:

Section 903.3.1.4. Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

Section 903.3.1.4.1. Attics. Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

Section 903.3.1.4.2. Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(zzz) Section 903.3.5 of the *International Fire Code*, 2018 edition, is hereby amended to add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

(aaaa) Section 903.3.7 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 903.3.7. Fire department connections: The fire department connection shall be located within five feet of the fire lane and shall be within 50 feet of a fire hydrant and on the same side of the roadway. All fire department connections shall be remotely located away from the building. The height of shall be between 18" and 36". The FDC shall be equipped with a Knox brand 5" Storz Connection, a 30 degree down angle, and locking Knox cap, unless otherwise approved. The Fire Marshal shall

approve the location.

- (bbbb) Section 903.4 of the *International Fire Code*, 2018 edition, is hereby amended to add a second paragraph to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

- (cccc) Section 903.4.2 of the *International Fire Code*, 2018 edition, is hereby amended to add a second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

- (dddd) Section 903.6 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 903.6.1 to read as follows:

Section 903.6.1. Spray booths and rooms. New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

- (eeee) Section 905.2 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

- (ffff) Section 905.3 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 905.3.9 to read as follows:

Section 905.3.9. Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, approved Class I standpipes shall be provided.

Exceptions:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.

(gggg)

Section 905.4 of the *International Fire Code*, 2018 edition, is hereby amended to amend Items 1, 3, and 5, and to add an Item 7 to read as follows:

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. *{No change.}*
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a ... *{No change to remaining text}*...

4. *{No change.}*
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. *{No change.}*
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

(hhhh)

Section 905.9 of the *International Fire Code*, 2018 edition, is hereby amended to add a second paragraph after the exceptions, to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(iiii)

Section 907.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 907.1.4 to read as follows:

Section 907.1.4. Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 alarm initiating devices will require analog initiating devices.

Exception: Existing systems need not comply unless the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building, must comply within 18 months of permit application.

(jjjj) Section 907.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 907.1.5 to read as follows:

Section 907.1.5. Required Installations. All commercial occupancies shall be protected by an approved manual and automatic fire alarm system. The system shall be monitored by an approved remote supervising station. Approved systems shall include full audio/visual notification services and manual pull stations at all exits. The Fire alarm control panel shall be installed in an approved location.

(kkkk) Section 907.2.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 907.2.1. Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3. 10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

(llll) Section 907.2.3 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 907.2.3. Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and

installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. *{No change.}*

- 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) *{No change to remainder of exceptions}*

(mmmm) Section 907.2.12 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 907.2.12. High-rise buildings. Buildings having any floor used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access shall be provided with an automatic fire alarm system and an emergency voice alarm communications system in accordance with Section 907.2.12.3.

Exceptions:

1. *{no change}*
2. *{no change}*
3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.
4. *{no change}*
5. *{no change}*
6. *{no change}*

(nnnn) Section 907.4 of the *International Fire Code*, 2018 edition, is hereby amended to add a second paragraph and a new Section 907.4.2.7 to read as follows:

Manual alarm actuating devices shall be an approved double action type. In a building or strip of buildings consisting of multiple suites or businesses, each occupancy shall have a manual actuating device installed.

Section 907.4.2.7. Type. Manual alarm initiating devices shall be an approved double action type.

(oooo) Section 907.6.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 907.6.1.1 to read as follows:

Section 907.6.1.1. Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

(pppp) Section 907.6.3 of the *International Fire Code*, 2018 edition, is hereby amended to delete all four Exceptions.

(qqqq) Section 907.6.6 of the *International Fire Code*, 2018 edition, is hereby amended to add a sentence to read as follows:

See Section 907.6.3 for the required information transmitted to the supervising station.

(rrrr) Section 907.6.6 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 907.6.6.3 to read as follows:

Section 907.6.6.3. Communication requirements. All alarm systems (new or replacement) shall transmit alarm, supervisory, and trouble signals descriptively to the approved central station, remote supervisory station, or proprietary supervising station as defined in NFPA 72, with the correct device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

(ssss) Section 909 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 909.22 to read as follows:

Section 909.22. Stairway or Ramp Pressurization Alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smoke

proof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.7.

Section 909.22.1. Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smoke proof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

Section 909.22.1.1. Ventilation Systems. Smoke proof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smoke proof enclosure or connected to the smoke proof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smoke proof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.

3. Control wiring and power wiring protected by a listed electrical circuit protective system with a fire-resistance rating of not less than 2 hours.

Section 909.22.1.2. Standby Power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

Section 909.22.1.3. Acceptance and Testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

(tttt) Section 910.2 of the *International Fire Code*, 2018 edition, is hereby amended to modify Exceptions 2. and 3. to read as follows:

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

(uuuu) Section 910.2; of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 910.2.3 to read as follows:

Section 910.2.3. Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in a single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(vvvv) Section 910.3 of the *International Fire Code*, 2018 edition, is

hereby amended to add a new Section 910.3.4 to read as follows:

Section 910.3.4. Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

Section 910.3.4.1. Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically.

The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only systems per Section 910.2.

Section 910.3.4.2. Nonsprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

(www) Section 910.4.3.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 910.4.3.1. Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(xxx) Section 910.4.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 910.4.4. Activation. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

(yyy) Section 912.2 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 912.2.3 to read as follows:

Section 912.2.3. Hydrant Distance. An approved fire hydrant shall be located within 50 feet, on same side of the fire lane of the fire department

connection as the fire hose lays along an unobstructed path unless approved by the Fire Marshal.

- (zzzz) Section 913.2.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a second paragraph and add an exception to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

- (aaaaa) Section 914.3.1.2 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 914.3.1.2. Water Supply to required Fire Pumps. In buildings that are more than 120 feet (128 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

- (bbbbb) Section 1006.2.2. of the *International Fire Code*, 2018 edition, is hereby amended to add the a new Section 1006.2.2.6 to read as follows:

Section 1006.2.2.7. Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the Electrical Code as adopted.

- (ccccc) Section 1009.8 of the *International Fire Code*, 2018 edition, is hereby amended to add an Exception 7 to read as follows:

Exceptions:

{previous exceptions unchanged}

7. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.

(ddddd) Section 1010.1.9.5 of the *International Fire Code*, 2018 edition, is hereby amended to modify Exceptions 3 and 4 to read as follows:

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M, or S occupancy. *{Remainder unchanged}*
4. Where a pair of doors serves a Group A, B, F, M, or S occupancy *{Remainder unchanged}*

(eeeeee) Section 1020.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Exception 6 to read as follows:

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

(fffff) Section 1023.11 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 1023.11. Smokeproof enclosures. In buildings required to comply with Section 403,405, or 412 of The International Building Code, each of the exits of a building that serves stories where any floor surface is located more than 55 feet above the lowest level of fire department vehicle access or more than 30 feet below the level of exit discharge serving such floor levels shall be a smoke proof enclosure or pressurized stairway in accordance with Section 909.20 of the International Building Code.

(ggggg) Section 1029.1.1.1 of the *International Fire Code*, 2018 edition, is hereby deleted.

(hhhhh) Section 1031.2 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 1031.2. Reliability. Required *exit accesses*, *exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. An exit or exit passageway shall not be used for any purpose that interferes

with a means of egress.

- (iiii) Section 1103.3 of the *International Fire Code*, 2018 edition, is hereby amended to add a sentence to read as follows:

Provide emergency signage as required by Section 606.3

- (jjjjj) Section 1103.5.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a sentence to read as follows:

Section 1103.5.1. Group A2. Fire sprinkler addition shall be completed within 24 months from the date of notification by the fire code official.

- (kkkkk) Section 1103.7 of the *International Fire Code*, 2018 edition, is hereby amended to add new a Section 1103.7.8 and 1103.7.8.1 to read as follows:

Section 1103.7.7. Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

Section 1103.7.7.1. Communication requirements. Refer to Section 907.6.6 for applicable requirements.

- (lllll) Section 1203 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

Sections 1203.1.4. through 1203.1.9. *{No changes to these sections.}*

Section 1203.1.10. Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous

power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

Section 1203.2. Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.26 or elsewhere identified in this code or any other referenced code.

Sections 1203.2.1. through 1203.2.3. *{No changes to these sections.}*

Section 1203.2.4. Emergency Voice/Alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

- Covered and Open Malls, Section 907.2.20 and 914.2.3
- Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.
- Special Amusement Buildings, Section 907.2.12.3
- High-rise Buildings, Section 907.2.13
- Atriums, Section 907.2.14
- Deep Underground Buildings, Section 907.2.19

Sections 1203.2.5. through 1203.2.13. *{No changes to these sections.}*

Section 1203.2.14. Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

Section 1203.2.15. Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

Section 1203.2.16. *{No changes to this section.}*

Section 1203.2.17. Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

- Covered Mall Building, International Building Code, Section 402.7
- Atriums, International Building Code, Section 404.7
- Underground Buildings, International Building Code, Section 405.8

- Group I-3, International Building Code, Section 408.4.2
- Stages, International Building Code, Section 410.2.5
- Special Amusement Buildings (as applicable to Group A's), International Building Code, Section 411.1
- Smoke Protected Seating, Section 1029.6.2.

Section 1203.2.18. *{No changes to this section.}*

Section 1203.2.19 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.19 and 914.2.3.

Section 1203.2.20. Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

Section 1203.2.21. Smoke proof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smoke proof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.6.2.

Section 1203.2.22. Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

Section 1203.2.23. Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

Section 1203.2.24. Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.10, and Item 7.

Section 1203.2.25. Hydrogen Cutoff Rooms. Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the *International Building Code*, Section 421.

Section 1203.2.26. Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

Sections 1203.3. through 1203.6. {No changes to these sections.}

Section 1203.7. Energy Time Duration. Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

(mmmmm) Section 2304.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 2304.1. Supervision of dispensing. The dispensing of fuel at motor fuel dispensing facilities shall be in accordance with the following:

1. Conducted by a qualified attendant;
2. Shall be under the supervision of a qualified attendant; or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

(nnnnn) Section 2401.2 of the *International Fire Code*, 2018 edition, is hereby deleted.

(ooooo) Section 3103.3.1 of the *International Fire Code*, 2018 edition, is hereby deleted.

(ppppp) Table 3206.2, footnote h of the *International Fire Code*, 2018 edition, is hereby amended to modify the text to read as follows:

- h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m •s) $\frac{1}{2}$ or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

(qqqqq) Section 3310.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a sentence to read as follows:

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

(rrrrr) Section 5003.3.1.4 of the *International Fire Code*, 2018 edition is hereby amended to read as follows:

Section 5003.3.1.4. Responsibility for hazardous material(s) incident.

Any party(ies) who accidentally, negligently, or intentionally causes or is responsible for a hazardous material(s) incident within the Town shall institute and complete all actions necessary to abate and remediate the effects of such an event at its sole cost. In addition, any such party(ies) shall be liable for the payment of all costs incurred by the fire department, police department, health department, public works department, or other departments or agencies which respond to or assist to abate such an event. The remedy provided by this section shall be in addition to any other remedies provided by law.

(sssss) Section 5003.3.1.4 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 5003.3.1.4.1 and Section 5003.3.1.4.2 to read as follows:

Section 5003.3.1.4.1. Costs Incurred. Costs incurred by the fire department, police department, health department, public works department, or other departments of the Town shall include, but not be limited to, expenses attributable to the abatement or cleanup of any hazardous materials incident, including costs of personnel, costs of equipment operations, costs of materials and supplies, costs of specialists, experts or other contract labor not in the full-time employment of the Town, disposal costs, overhead costs, overtime costs and any other incidental costs incurred by the Town. Basic costs associated with the fire department services shall be \$300.00 per hour for each engine or truck company and \$ 150.00 per hour for each medical unit or utility vehicle. The responsible party(ies) shall be billed for the recovery of the costs described above as follows:

1. For the first hour of an incident, measured from the time the first fire department vehicle arrives at the incident scene, only the cost of materials, supplies, disposal, and specialists/experts not in the full- time employment of the Town shall be billed.
2. Beginning one hour after the first fire department vehicle arrives at

the incident scene, all costs described in this section shall be billed.

Section 5003.3.1.4.2. Legal Action and Collection of Damages.

Notwithstanding any penal provision of this article, the Town Attorney is authorized to file suit on behalf of the Town, the Fire Chief or his authorized representative or both as may be necessary to enforce the provisions of this chapter and for the collection of damages as provided herein.

(ttttt) Section 5601.1.3 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 5601.1.3. Fireworks. The possession, manufacture, storage, sale, handling, or use of fireworks is prohibited.

Exceptions:

1. Only when approved for fireworks displays, storage, and handling of fireworks as allowed in Sections 5604 and 5608.
2. The use of fireworks for approved fireworks displays as allowed in Section 5608.

{Delete remainder of text.}

(uuuuu) Section 5601.1.4 of the *International Fire Code*, 2018 edition, is hereby amended by adding the following sentences to read as follows:

The use of model and high-power rockets ("Rockets"), to the extent allowed or authorized, shall be subject to the issuance of a permit by the Fire Code Official. The storage, operation and use of Rockets shall be performed in strict compliance with criteria obtained from the Fire Code Official.

(vvvvv) Section 5605.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 5605.1. General. The manufacture, assembly, and testing of explosives, ammunition, blasting agents, and fireworks are prohibited within the limits of the Town.

Exception: The hand loading of small arms ammunition prepared for personal use and not offered for resale. *{remainder of exceptions deleted}*

(wwwww) Section 5608 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 5608.11 to read as follows:

Section 5608.11. Ignition. Aerial shells shall be ignited by lighting the tips of fuses by an electrical ignition source. Operators shall not place any part of their bodies over the throat of the mortar.

(xxxxxx) Section 5703.6 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 5703.6. Piping systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

(yyyyyy) Section 5704.2.9.5 of the *International Fire Code*, 2018 edition, is hereby amended to modify Section 5704.2.9.5 and add a new Section 5704.2.9.5.3 to read as follows:

(zzzzzz) Section 5704.2.11.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 5704.2.11.4. Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

(aaaaaaa) Section 5704.2.11.4.2 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

(bbbbbbb) Section 5704.2.11.4 of the *International Fire Code*, 2018 edition, is hereby amended to add Section 5704.2.11.4.3 to read as follows:

Section 5704.2.11.4.3. Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

(ccccc) Section 5706.3 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 5706.3. Well drilling and operating. Wells for oil and natural gas shall be drilled and operated in accordance with Sections 5706.3.1 through 5706.3.8 and Town Ordinance No. 26-03, as amended.

(ddddd) Section 5704.2.11.4.2 of the *International Fire Code*, 2018 edition, is hereby amended to add a paragraph to read as follows:

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

(eeeeee) Section 6103.2.1 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 6103.2.1.8 to read as follows:

Section 6103.2.1.8. Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

(ffffff) Section 6104.2 of the *International Fire Code*, 2018 edition, is hereby amended by adding an Exception No. 2 to read as follows:

Exceptions:

1. {existing text unchanged}
2. Except as permitted in Sections 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

(gggggg) Section 6104.3 of the *International Fire Code*, 2018 edition, is hereby amended to add a new Section 6104.3.3 to read as follows:

Section 6104.3.3. Spas, Pool Heaters and other listed devices. Where natural gas service is not available, an LP-Gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP can be off-loaded wholly on the property where the tank is located may install 500 gallon above ground or 1,000 gallon underground approved containers.

(hhhhhh) Section 6107.4 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section 6107.4. Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312.

(iiiiii) Table B105.2 of the *International Fire Code*, 2018 edition, is hereby amended to modify footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

(jjjjjj) Chapter 80 of the *International Fire Code*, 2018 edition, is hereby amended to add the following sentence to the existing introductory paragraph to read as follows:

All reference standards from the National Fire Protection Association (NFPA), Batterymarch Park, Quincy, MA, will be referenced in the fire code from the NFPA's latest published edition for compliance within the fire code.

(kkkkkk) Appendix D, Section D102.1 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section D102.1. Access and Loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved driveway surface capable of supporting the imposed load of fire apparatus weighing at least 85,000 pounds (38,556 kg).

(llllll) Appendix D, Section D103.2 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section D103.2. Grade. Fire apparatus access roads shall not exceed 8 percent in grade.

Exception: Grades steeper than 8 percent as approved by the Fire Code Official.

(mmmmmm) Appendix D, Section D103.3 of the *International Fire Code*, 2018 edition, is hereby amended to read as follows:

Section D103.3. Turning radius. The required turning radius of a fire apparatus access road shall be a minimum of 25 feet inner radii and 45 feet exterior radii or as determined by the Fire Code Official."

SECTION 4

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

SECTION 5

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

SECTION 6

Any person, firm, or corporation who shall violate any of the provisions of the *International Fire Code* adopted by this Ordinance, or who shall do or attempt to do work without first securing the permit prescribed herein for such work, or who shall in any other manner violate the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00, and each day or fraction of a day that an offense hereunder is committed or permitted to exist shall constitute a separate offense and shall be punishable as such hereunder.

SECTION 7

Chapter 38 of the Code of Ordinances, Town of Flower Mound, Texas, as amended, shall remain in full force and effect, save and except as amended by this Ordinance.

SECTION 8

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 9

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Flower Mound, Texas.

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

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: July 15, 2019

FROM: Clay Riggs, Assistant Director of Public Works

ITEM: Consider approval of emergency expenditures with Excel Aircraft LLC dba Excel Trenching, for the emergency repair of the Timber Creek Aerial Sanitary Sewer Crossing, in the amount of \$116,100.00.

BACKGROUND INFORMATION: The sanitary sewer aerial crossing of Timber Creek south of FM 1171 and situated between the Rustic Timbers Phase 3 and Flower Mound Oaks subdivisions has corroded to a point that portions of the steel pipe are to the point of visible flow. Public Works has made temporary repairs to the pipe but a more stable repair is necessary to prevent sanitary sewer flows from discharging in to Timber Creek.

Staff negotiated with the lowest qualified bidder of the Upper Timber Interceptor Phase III & IV project, Excel Aircraft, LLC dba Excel Trenching, to perform the emergency repair of the aerial crossing. On June 14, 2019, the Town issued an emergency PO to Excel Aircraft, LLC dba Excel Trenching to perform emergency repairs to the sanitary sewer aerial crossing.

Local government code 252.022(A)(3) provides that procurements necessary because of unforeseen damage to public machinery, equipment, or other property are exempt from competitive bid laws.

ALTERNATIVES/OPTIONS: A delay or decision not to approve the emergency expenditures will eventually result in violation with TCEQ and discharge in to the creek when staff's temporary repairs fail.

FISCAL IMPACT: \$116,100.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$116,100.00	600-900-98731-6180

Total project cost (for both projects) is \$6,360,000. Funding sources are:

- Impact Fees \$ 410,000
- Utility Debt \$ 5,950,000 (\$900,000 Series 2017A, \$5,050,000 Series 2019*)

*This project is included in the Certificates of Obligation Series 2019 on tonight's agenda.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Excel Trenching Quote

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

Excel Trenching

Utility Division

628 Hwy. 80
Sunnyvale, TX 75182
Derrick Gage | Cell: (210) 823-6778

#19041-CR1

DATE May 31, 2019
Quotation # #19041-CR1
Project Upper Timber Creek

Quoted To:

Mr. Clay Riggs, PE, CFM
Assistant Director of Public Works
Town of Flower Mound
(972) 874-6411

Quotation valid until: June 30, 2019

Prepared by: Derrick Gage
Operations Manager
Excel Trenching, LLC
Sunnyvale, TX 75182
(210) 823-6778

Comments or special instructions:

Quote for emergency repair to aerial sanitary sewer crossing within the limits of the Upper Timber Creek project. Excel is quoting this work knowing some of the work (access, clearing, etc.) is included in our base bid and is NOT included in this scope of work. Excel is prepared to: mobilize to the site, gain access, clear the ROW to the aerial location, turn on bypass, "thread" HDPE pipe through the current casing pipe, temp. connect on the upstream side via temp. MH, release flow and remove the bypass; all of which will be demo'd at a later date during the construction of the Upper Timber Creek project

Description	Quantity	Unit Price	Extension
Mobilization (specific to emergency repair)	1 LS	\$ 7,200.00	\$ 7,200.00
Temp. MH for HDPE Pipe Connection	1 EA	\$ 11,640.00	\$ 11,640.00
24" HDPE DR 26 (IPS) Pipe Installation (up to 150 LF)	1 LS	\$ 45,240.00	\$ 45,240.00
Bypassing (setup, run, tear down)	1 LS	\$ 52,020.00	\$ 52,020.00
TOTAL			\$ 116,100.00

If you have any questions concerning this quotation, Contact Derrick Gage at (210) 823-6778 or derrickgage@excelmulching.com

THANK YOU FOR YOUR CONSIDERATION!



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: July 15, 2019

FROM: Brian Waltenburg, Assistant Director of Engineering

ITEM: Consider approval of a Professional Services Agreement with ECS Southwest LLC, to provide construction materials engineering and testing, for the Upper Timber Creek Interceptor Phase III & IV project, in the amount of \$61,990.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Professional Services Agreement includes construction materials engineering and testing for the Upper Timber Creek Interceptor Phase III & IV project.

On May 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. On June 17, 2019, Council awarded construction to Excel Aircraft LLC dba Excel Trenching.

ALTERNATIVES/OPTIONS: A decision not to approve the Professional Services Agreement for construction materials engineering and testing would remove the ability of town staff to verify materials are installed to the required standards and specifications in the contract documents. This verification is necessary to ensure a quality project.

FISCAL IMPACT: \$61,990.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$61,990.00	630-970-98732-6180

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

Total project cost (for both projects) is \$6,360,000. Funding sources are:

- Impact Fees \$ 410,000
- Utility Debt \$ 5,950,000 (\$900,000 Series 2017A, \$5,050,000 Series 2019*)

*This project is included in the Certificates of Obligation Series 2019 on tonight's agenda.

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

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

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to construction materials engineering and testing and other services for the Upper Timber Creek Interceptor Phase III & IV project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide the Upper Timber Creek Interceptor Phase III & IV project Construction Materials Engineering

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

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Sixty-One Thousand, Nine Hundred Ninety and 00/100 Dollars (\$61,990.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT.

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

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

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

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

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

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

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

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

IX.

Right to Inspect Records

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

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

X.

Successors and Assigns

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

XI.
CONSULTANT's Liability

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

XII.
Indemnification

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

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

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

(2) The total dollar amount of this Contract.

XV.

Provisions Surviving Termination

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

XVI.

Changes

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

XVII.

Conflicts of Interest

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

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

XVIII.

Confidential Information

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

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

XIX.
Notice Information

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

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

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

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

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.

No Third Party Beneficiary

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

[The remainder of this page left blank intentionally]

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

**THE TOWN OF FLOWER MOUND,
TEXAS**

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

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
ECS SOUTHWEST, LLP.**

By: *Siddharth Neekhara*

Name: Siddharth Neekhara

Title: Vice President

Date Signed: 07/02/19

State of Texas §

County of Tarrant §

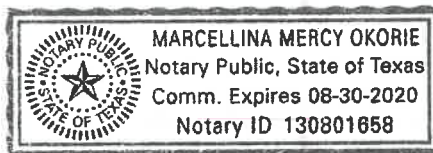
This instrument was acknowledged before me on the 2nd day of July, 2019, by Siddharth Neekhara in his capacity as Vice President of ECS Southwest, a LLP Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Vice President.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF July, 2019.

Marcellina Okorie
Notary Public, State of Texas

My Commission Expires:

08/30/2020



ATTACHMENT A: SCOPE OF SERVICES

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

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

We anticipate the following services for this project:

Earthwork

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

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

Cast-In-Place Concrete

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

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

Project Management

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

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

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

ADDITIONAL SERVICES

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

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

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

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

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

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

ATTACHMENT B: ESTIMATED FEES & STANDARD FEE SCHEDULE**ESTIMATED FEES**

Description of Services	Detail	Estimate	Quantity	Unit	Rate	Total
Earthwork						
Engineering Technician	<i>Sample Pickup</i>	<i>7 Events</i>	25	hours	\$ 55.00	\$ 1,375.00
Engineering Technician	<i>WW Trench Backfill</i>	<i>42 Events</i>	230	hours	\$ 55.00	\$ 12,650.00
Engineering Technician	<i>WW MH Str. Backfill</i>	<i>40 Events</i>	140	hours	\$ 55.00	\$ 7,700.00
Engineering Technician	<i>STM Trench Backfill</i>	<i>3 Events</i>	12	hours	\$ 55.00	\$ 660.00
Engineering Technician	<i>R&R Conc. Pvmnt.</i>	<i>5 Events</i>	18	hours	\$ 55.00	\$ 990.00
Engineering Technician	<i>R&R Conc. Sidewalks</i>	<i>8 Events</i>	24	hours	\$ 55.00	\$ 1,320.00
Nuclear Gauge Fee			98	events	\$ 75.00	\$ 7,350.00
St. Proctor (Moist./Dens. Rel.)	<i>Standard Proctor</i>		21	each	\$ 140.00	\$ 2,940.00
Atterberg Limits Tests	<i>Plasticity Index</i>		21	each	\$ 80.00	\$ 1,680.00
Washed Sieve (- #200 Sieve)	<i>Percent Fines</i>		21	each	\$ 60.00	\$ 1,260.00
Vehicle Charge			105	trips	\$ 35.00	\$ 3,675.00
Subtotal:						\$ 41,600.00
Concrete						
Engineering Technician	<i>R&R Conc. Pvmnt.</i>	<i>5 Events</i>	24	hours	\$ 55.00	\$ 1,320.00
Engineering Technician	<i>R&R Conc. Sidewalks</i>	<i>8 Events</i>	28	hours	\$ 55.00	\$ 1,540.00
Engineering Technician	<i>Aerial Cross. Piers</i>	<i>1 Events</i>	8	hours	\$ 55.00	\$ 440.00
Engineering Technician	<i>Aerial Cross. Cradles</i>	<i>1 Events</i>	5	hours	\$ 55.00	\$ 275.00
Engineering Technician	<i>Pipe Bore Flow Fill</i>	<i>8 Events</i>	28	hours	\$ 55.00	\$ 1,540.00
Conc. Cylinders (Comp. Str.)		<i>Sets of 5</i>	115	each	\$ 18.00	\$ 2,070.00
Material Sample Pickup			23	trips	\$ 55.00	\$ 1,265.00
Vehicle Charge			23	trips	\$ 35.00	\$ 805.00
Subtotal:						\$ 9,255.00
Project Management						
Administrator / Clerical			12	hours	\$ 50.00	\$ 600.00
Project Manager			44	hours	\$ 120.00	\$ 5,280.00
Project Principal			31	hours	\$ 165.00	\$ 5,115.00
Vehicle Charge			4	trips	\$ 35.00	\$ 140.00
Subtotal:						\$ 11,135.00
PROJECT TOTAL:						\$ 61,990.00

General Assumptions:

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

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. One soil sample will be collected and lab tested every 1,000 linear feet of utility trench.
3. For all utility trench excavation in landscaped or undeveloped areas (wooded), the upper 5 lifts of placed and compacted backfill material will be tested in lengths of 500 linear feet per scheduled testing event.
4. Each utility manhole structure will be backfilled independent of the connecting utility trenches.
5. Remove and replace concrete pavement and sidewalk areas will not require subgrade stabilization (lime/cement) and the concrete will generally be placed in one event (less than 100 cubic yards) per individual area.
6. Flowable fill / controlled low strength material (CLSM) for pipe tunnel annular space infill will be placed in two events per location.
7. For each aerial crossing, the pier foundations (all) and the pipe cradle will be installed in one event each.
8. Unless requested otherwise by the client, concrete sample sets will consist of 5 sample cylinders measuring 4 inches in height by 8 inches in diameter and will be tested: 2 at 7 Days, 2 at 28 Days, and 1 Hold/56-Day (as needed).
9. Overtime is not expected due to the project location and construction work hours constraints.
10. For budgeting purposes, all onsite services (example: earthwork and concrete) are estimated to be performed on separate trips and independent of each other.
11. Reinforcing steel will be observed by the Town of Flower Mound Inspectors.

STANDARD FEE SCHEDULE

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

General Notes:

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



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: July 15, 2019

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: 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.

BACKGROUND INFORMATION: On June 5, 2019, bids were received and opened for the FM 1171 at River Walk Drive Intersection Improvements project (Bid # 2019-137-B). XIT Paving & Construction, Inc., submitted the lowest qualified bid of the six responding bidders at a base bid of \$473,519.25.

The project includes the addition of a westbound right-turn lane, a northbound left-turn lane, and a southbound left-turn lane at FM 1171 and River Walk Drive. The project will also include approximately 400 feet of new sidewalk along the westbound right-turn lane and traffic signal improvements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: With the addition of these traffic improvements, vehicles turning from both north and south will have an exclusive left turn arrow. Several near misses and confusion occur at this intersection without these improvements. Furthermore, the additional turn lanes were a requirement of the Riverwalk Development to handle the traffic expected to enter/exit this development. A decision not to approve the Construction Agreement would keep the existing intersection configuration in place, thereby not resolving current safety issues at an intersection that will continue to experience more traffic in the future.

FISCAL IMPACT: \$473,519.25

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 67,736.00	520-220-70630-6160
\$153,069.06	550-117-70630-6160
\$252,714.19	531-220-70630-6160

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

Total project cost is \$950,000. Funding sources are:

- Impact Fees \$ 282,264
- Escrow \$ 67,736
- Tax Debt \$ 600,000 (Series 2019*)

*This project is included in the Certificates of Obligation Series 2019 on tonight's agenda.

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: 2019-137-B - FM 1171 at River Walk Drive Intersection Improvements

Bid Opening: 6/5/2019 at 11:00 AM

Company	Total Bid
XIT Paving & Construction, Inc	\$ 473,519.25
DDM Construction Corp	\$ 483,891.00
Pavecon Public Works	\$ 633,313.86
Tiseo Paving Co	\$ 679,653.50
Rebcon, Inc	\$ 692,913.10
Ed Bell Construction Company	\$ 705,176.95

******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: June 5, 2019

TOWN OF FLOWER MOUND**FM 1171 at River Walk Drive Intersection Improvements****Bid # 2019-137-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 15 day of July, 2019, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and XIT Paving and Construction Inc., a corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**FM 1171 at River Walk Drive Intersection Improvements,
Bid # 2019-137-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 **Four Hundred**

Seventy-Three Thousand, Five Hundred Nineteen Dollars and Twenty-Five Cents (\$473,519.25) 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 One-Hundred Twenty (120) calendar days, and final completion of One-Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on

federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

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

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

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

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

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress

payment release the Contractor from any of its responsibilities under the Contract Documents.

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

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

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

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

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

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

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

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement will be effective on the ____ day of _____, 20__.

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

_____(Signature)
_____(Printed Name)
_____(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____(Signature)
_____(Position)



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: July 15, 2019

FROM: Brian Waltenburg, P.E., Assistant Director of Engineering

ITEM: Consider approval of a Local Project Advance Funding Agreement, for Voluntary Local Government Contributions to Transportation Improvement Projects, with the Texas Department of Transportation (TxDOT) to pay for work required to complete the FM 1171 TxDOT Green Ribbon Project, in the amount of \$18,853.29; and authorization for the Mayor to execute the same on behalf of the Town.

BACKGROUND INFORMATION: Construction began on June 14, 2018, for the FM 1171 TxDOT Green Ribbon Phase 1 project. Several issues have caused the work to be delayed and a change order was issued by TxDOT. The Town is responsible for a portion of the change order in the amount of \$18,853.29. The change order is to provide eight (8) water line taps on the 20" Town main at various locations as well as other costs associated with that work. TxDOT will cover the majority of the cost of this change order.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision not to approve the Local Project Advance Funding Agreement would not allow the entire project scope to be constructed at this time. TxDOT would remove the trees and possibly other plants from the project to be planted when funds are available.

FISCAL IMPACT: \$18,853.29

Proposed Expenditure/(Revenue):	Account Number(s):
\$18,853.29	531-220-70622

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

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

ATTACHMENTS:

1. Local Project Advanced Funding Agreement

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

CCSJ#: 1950-01-039
 Project: FM 407
 Limits: From Lantana Trail to 450' East of Caruth Lane
 CSJ#: 1311-01-056; Project: FM 1171
 Limits: From East of Old Cross Timber Road to Shiloh Road
 CSJ#: 1567-01-041; Project: FM 720
 Limits: From Cottonwood Trail to Eldorado Parkway
 CSJ#: 0815-03-013; Project: FM 424
 Limits: At Fishtrap Road
 District #: 18 - Dallas
 Code Chart 64 #: 14670
 County: Denton

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
 VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
 TO TRANSPORTATION IMPROVEMENT
 PROJECTS WITH NO REQUIRED MATCH**

ON SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the Town of Flower Mound, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 115005 authorizes the State to undertake and complete a highway improvement generally described as landscaping improvements of medians and right of way along FM 407 from Lantana Trail to 450 feet East of Caruth Lane; along FM 1171 from East of Old Cross Timber Road to Shiloh Road; along FM 0 from Cottonwood Trail to Eldorado Parkway and along FM 424 at Fishtrap Road in Denton County, and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as (Change Order #4) to install city main waterline meter taps along FM 1171 to include Location 1 at Sta. 172+37; Location 2 at Sta. 138+06; Location 3 at Sta. 121+40; Location 4 at Sta. 107+89; Location 5 at Sta. 72+79; Location 6 at Sta. 48+95; Location 7 at Sta. 19+18 and Location 8 at Sta. 5+74 in the Town of Flower Mound, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

CCSJ#: 1950-01-039
Project: FM 407
Limits: From Lantana Trail to 450' East of Caruth Lane
CSJ#: 1311-01-056; Project: FM 1171
Limits: From East of Old Cross Timber Road to Shiloh Road
CSJ#: 1567-01-041; Project: FM 720
Limits: From Cottonwood Trail to Eldorado Parkway
CSJ#: 0815-03-013; Project: FM 424
Limits: At Fishtrap Road
District #: 18 - Dallas
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County: Denton

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities and Exhibit 1 which are attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, and Exhibit 1 also specify those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time

CCSJ#: 1950-01-039

Project: FM 407

Limits: From Lantana Trail to 450' East of Caruth Lane

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Limits: From East of Old Cross Timber Road to Shiloh Road

CSJ#: 1567-01-041; Project: FM 720

Limits: From Cottonwood Trail to Eldorado Parkway

CSJ#: 0815-03-013; Project: FM 424

Limits: At Fishtrap Road

District #: 18 - Dallas

Code Chart 64 #: 14670

County: Denton

estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

Increased cost will be under the conditions as provided for in the MAFA, without exception.

10. Maintenance

Upon completion of the Project by the State, the Local Government shall assume responsibility for the Project maintenance to include repair, replacement, removal, and any other required or needed work. The Local Government shall maintain the Project in accordance with applicable roadway maintenance manuals and standards upon written notification and approval by the State.

11. Termination

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

12. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
Town Manager Town of Flower Mound 2121 Cross Timbers Road Flower Mound, Texas 75028	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

CCSJ#: 1950-01-039
Project: FM 407
Limits: From Lantana Trail to 450' East of Caruth Lane
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CSJ#: 0815-03-013; Project: FM 424
Limits: At Fishtrap Road
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County: Denton

13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

14. Amendments

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

CCSJ#: 1950-01-039
Project: FM 407
Limits: From Lantana Trail to 450' East of Caruth Lane
CSJ#: 1311-01-056; Project: FM 1171
Limits: From East of Old Cross Timber Road to Shiloh Road
CSJ#: 1567-01-041; Project: FM 720
Limits: From Cottonwood Trail to Eldorado Parkway
CSJ#: 0815-03-013; Project: FM 424
Limits: At Fishtrap Road
District #: 18 - Dallas
Code Chart 64 #: 14670
County: Denton

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

By: _____
Steve Dixon
Mayor
Town of Flower Mound

Date: _____

THE STATE OF TEXAS

By: _____
Mohamed K. Bur, P.E.
Dallas District Engineer
Texas Department of Transportation

Date: _____

CCSJ#: 1950-01-039

Project: FM 407

Limits: From Lantana Trail to 450' East of Caruth Lane

CSJ#: 1311-01-056; Project: FM 1171

Limits: From East of Old Cross Timber Road to Shiloh Road

CSJ#: 1567-01-041; Project: FM 720

Limits: From Cottonwood Trail to Eldorado Parkway

CSJ#: 0815-03-013; Project: FM 424

Limits: At Fishtrap Road

District #: 18 - Dallas

Code Chart 64 #: 14670

County: Denton

Attachment A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will provide a fixed contribution in the amount of **\$18,853.29** to the State for the State (Change Order #4) to install city main waterline meter taps along FM 1171 to include Location 1 at Sta. 172+37; Location 2 at Sta. 138+06; Location 3 at Sta. 121+40; Location 4 at Sta. 107+89; Location 5 at Sta. 72+79; Location 6 at Sta. 48+95; Location 7 at Sta. 19+18, and Location 8 at Sta. 5+74 in the Town of Flower Mound. The State will then be responsible for the cost overruns for the Project.

The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation (Fixed)	
Construction (by State)	\$16,015.37		\$0.00		\$0.00		\$16,015.37
Direct State Costs @ 12.39%	\$1,984.30		\$0.00		\$0.00		\$1,984.30
Subtotal	\$17,999.67		\$0.00		\$0.00		\$17,999.67
Indirect State Costs at @ 5.33%	\$853.62		\$0.00		\$0.00		\$853.62
TOTAL	\$18,853.29		\$0.00		\$0.00	Fixed	\$18,853.29

Total Estimated Local Government Participation = **\$18,853.29 (fixed)**.

Total Estimated Payment by the Local Government to the State on full execution of this Agreement = **\$18,853.29 (fixed)**

The total amount of Local Government participation shall not exceed the amount appearing above.

CCSJ#: 1950-01-039
 Project: FM 407
 Limits: From Lantana Trail to 450' East of Caruth Lane
 CSJ#: 1311-01-056; Project: FM 1171
 Limits: From East of Old Cross Timber Road to Shiloh Road
 CSJ#: 1567-01-041; Project: FM 720
 Limits: From Cottonwood Trail to Eldorado Parkway
 CSJ#: 0815-03-013; Project: FM 424
 Limits: At Fishtrap Road
 District #: 18 - Dallas
 Code Chart 64 #: 14670
 County: Denton

EXHIBIT 1

CONSTRUCTION COST ITEMS

The Local Government will be responsible for the construction cost items for the State (Change Order #4) to install city main waterline meter taps along FM 1171 to include Location 1 at Sta. 172+37; Location 2 at Sta. 138+06; Location 3 at Sta. 121+40; Location 4 at Sta. 107+89; Location 5 at Sta. 72+79; Location 6 at Sta. 48+95; Location 7 at Sta. 19+18, and Location 8 at Sta. 5+74 in the Town of Flower Mound.

The basis for calculating Change Order #4 cost is as follows:

LINE ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
0674	96086002	Unique change order item 2 Tap 20" City Main Waterline	DOL	8	\$2,001.92100	\$16,015.37



TOWN COUNCIL AGENDA ITEM NO. 18

REGULAR ITEM

DATE: July 15, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA18-0007-Highland Pointe Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to Retail uses, and consider adopting an ordinance providing for said amendment. The property is generally located north of Valley Ridge Boulevard and east of Morriss Road. (*The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its May 13, 2019, meeting.*)**

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

Following the Planning and Zoning Commission's recommendation, the applicant submitted a written request on May 20, 2019 to postpone indefinitely the May 20, 2019 Town Council public hearing.

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: 7

REGULAR ITEM

DATE: May 13, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA18-0007- Highland Pointe Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density Residential to Retail uses. The property is generally located north of Valley Ridge Boulevard and east of Morriss Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Zoning Planned Development (ZPD18-0011), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The applicant is requesting a Master Plan Amendment to change the Land Use designation of the subject property from Medium Density Residential to Retail on approximately 1.75 acres. The proposed Master Plan Amendment allows the applicant to proceed with the companion zoning application to develop the property with two 5,000 square-foot buildings with one building being used for a veterinary hospital with indoor pens use. The accompanying zoning application encompasses specific development standards for the subject site.

The Town's Master Plan defines the current Medium Density land use designation as "residential development, typically being single family detached residential development with a minimum 10,000 square feet or greater development."

The requested Retail land use designation is defined as "neighborhood or community oriented commercial area with a variety of uses ranging from restaurants and beauty salons to supermarkets and drug stores. Small professional offices, such as title companies, doctors and dentists, legal, real estate, etc. could be included in this land use category."

On April 9, 1984, the Town Council established Planned Development District-19 (PD-19) for approximately 142.5 acres. The subject site is located within this PD and is zoned for Office uses. The Town processed several Town wide Master Plan amendments from 1986 to 2001 which changed the land use of the subject site several times. However, the zoning of the subject site was not changed to correspond to the land use and has remained Office since the approval of PD-19. The land use designation history of the subject site is below:

Master Plan	Designation
1982	Industrial
1985	Office
1994	High Density Residential
2001	Medium Density Residential
Today	Medium Density Residential

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 one item 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.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

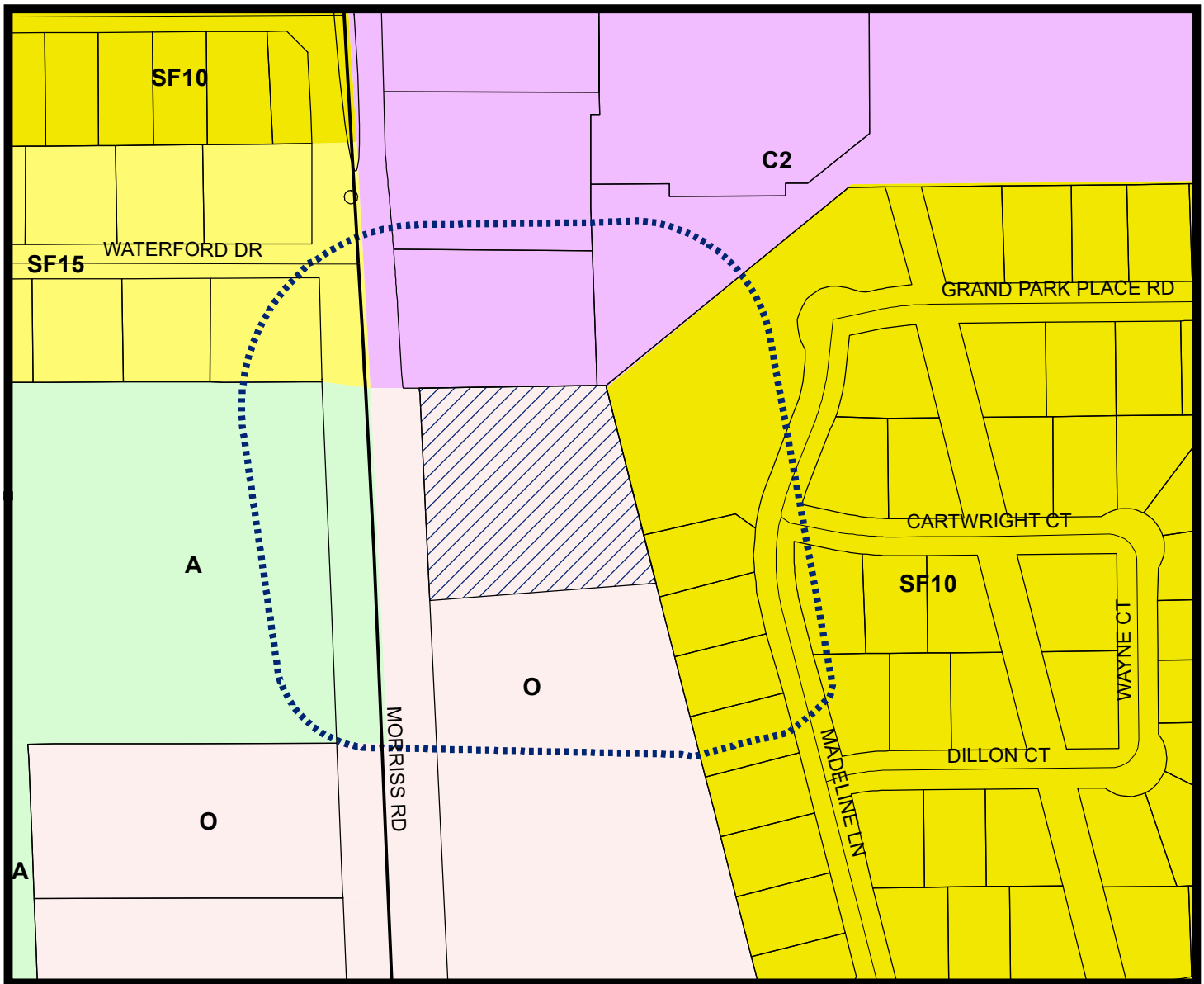
B. Application Details

1. Master Plan Exhibit

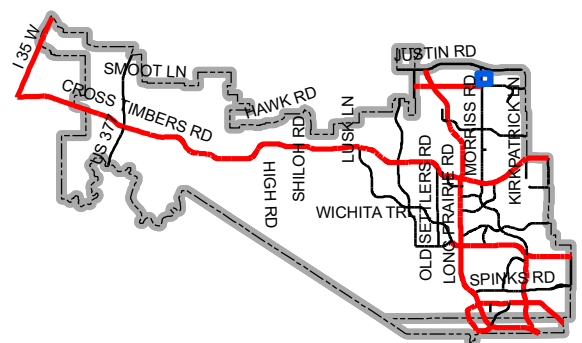
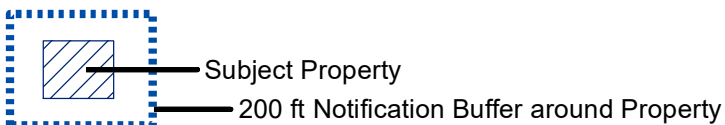


Vicinity Map

Reference Project: MPA18-0007 & ZPD18-0011



LEGEND



Map Location

May 8, 2019

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

RE: Master Plan Amendment & Zoning Change Request – Highland Pointe Park

Mr. Russell:

Please accept this letter, on behalf of Chris Carmichael, as an explanation of the proposed Master Plan Amendment and Zoning Change Request for approximately 1.75 acres of land located east of Morriss Road and south of FM 407. The current land use designation of the property is Medium Density Residential and it is currently zoned as PD-19 with Office Uses.

Faith Lutheran Church, the property owner, has discussed the sale of this property for several years. The church has determined that the property is not needed for expansion nor needed for the current mission and operation of the church.

The purpose of this application is to request a zoning change to the existing PD to allow for a veterinarian use with no outside pens. The church is requiring the applicant to purchase a total of 1.75 acres out of their parcel. The vet only needs a little less than an acre to build a 5,000 square foot building to replace their current site in Highland Village. The excess land has been shown to accommodate a second 5,000 building that could be used for retail uses. The site is adjacent to the Grand Park Estates neighborhood to the east. The concept plan shows that the site will meet the Town's compatibility setback and buffer, except the 6' masonry wall along the southeast property line. The access to this site will be from the existing driveway on Morriss Road.

The Master Plan amendment is to clean up the current map that shows the property to be used for residential uses. As the existing zoning of the property indicates, this area was to be for non-residential uses going back to the approval of PD-19. We believe that the use of the site for a veterinarian use with no outside pens will have a limited impact to the adjacent property owners as most of the other uses within the Retail zoning district. Further, we have limited the uses within the R-2 zoning district to those that are compatible with adjacent residences.

We are proposing an exception for this property regarding the required masonry wall where the residential abuts the property along the southeast property line. We are requesting the current board on board fence on the residential lot to remain. There is currently a retaining wall and we believe adding a masonry wall parallel to this would create a "no man's land" that would be difficult to maintain.

We are very excited to have the opportunity to bring this project forward to appropriately develop this infill site. This location is the ideal spot for this use and the project will be beneficial to the Town and its residents. Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

A handwritten signature in black ink that reads "Patricia Fant". The script is fluid and cursive, with the first name "Patricia" and last name "Fant" written in a single continuous line.

Patricia Fant
Designer I, Planning + Entitlement
MCADAMS

Fig. 2. 2018/04/04 (Amended) Zoning Exhibit
Printed: 1/9/2019 10:20 AM by: [redacted] Sheet: 1/2/2019 4:22 PM, by: [redacted]

MORRIS ROAD
(120' R.O.W.)

A=1°56'32"
R=5784.58'
L=196.09'
CD=N 03°25'19" W
CL=196.08'

N 02°27'03" W 81.49'

81.49'

AMSS Development LP P/S
Lot 1RA-2 Block A
Zoned: C2
Landuse: Commercial/Industrial

N 88°55'05" E 251.68'

HIGHLAND POINTE PARK
1.75 Acres

Existing Land Use: Medium Density Residential
Existing Zoning: PD19 W/ O

Proposed Land Use: Retail
Proposed Zoning: PD W/ R-2

Faith Lutheran Church of FM
Lot 1 Block A
Zoned: O
Landuse: Medium Density Residential

S 87°32'57" W 307.97'

E. SMITH
SURVEY A -
767

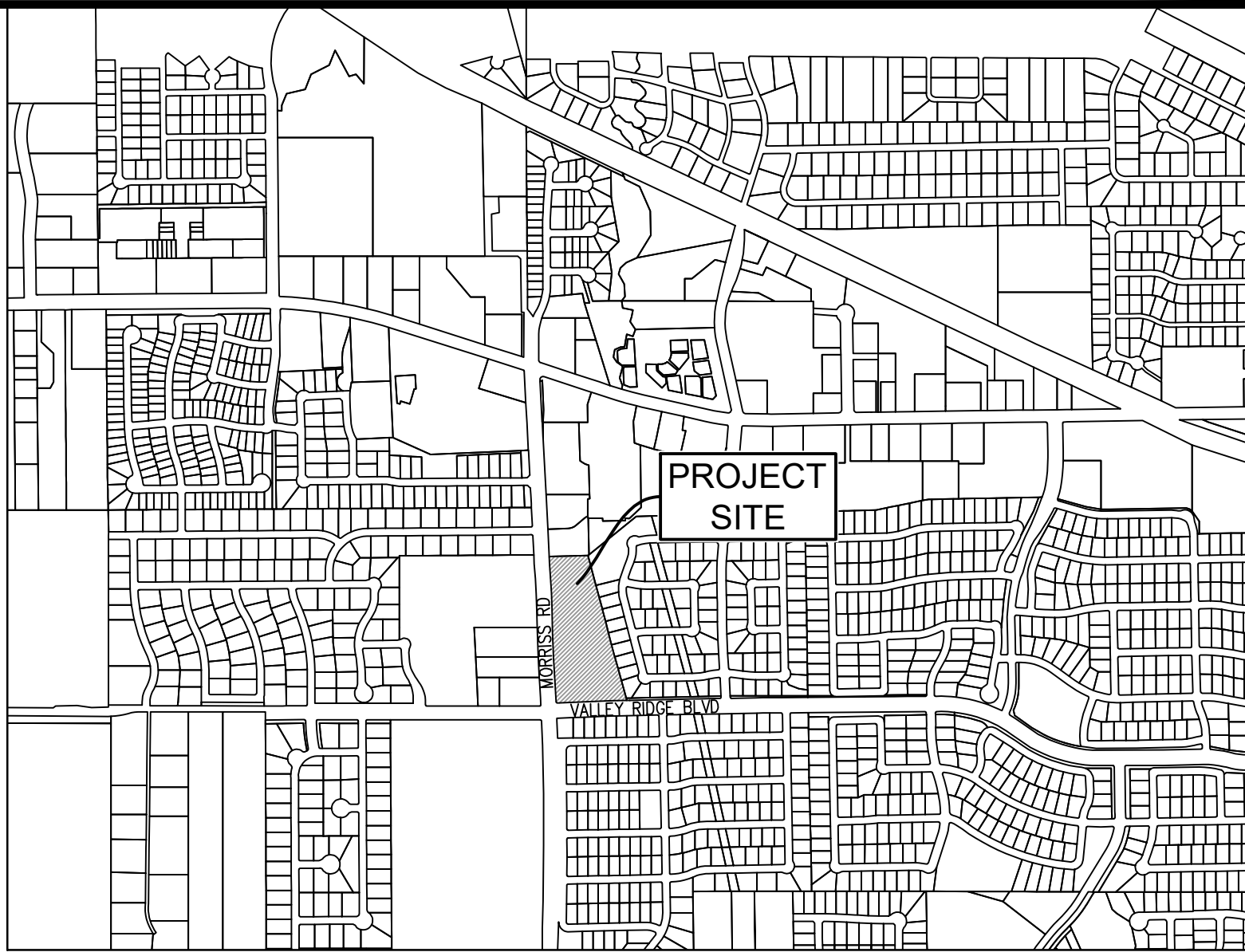
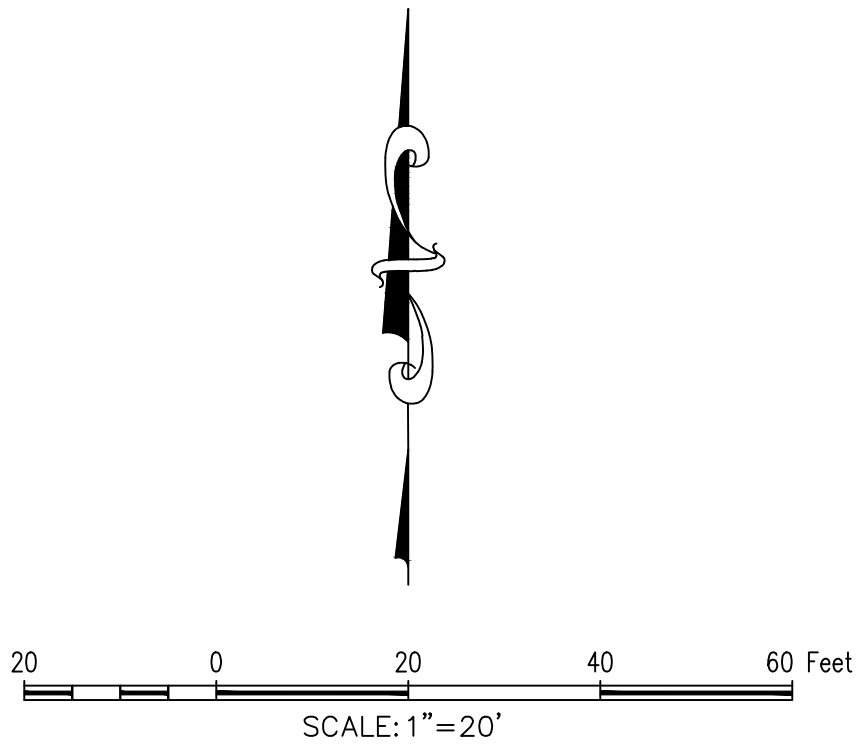
S 14°48'19" E 277.96'

Grand Park Estates
Zoned: SF-10
Landuse: Medium Density Residential

Lot 6, Block A
Grand Park Estates

Lot 7, Block A
Grand Park Estates

Lot 8, Block A
Grand Park Estates



Legal Description for Zoning
Morriss Vet Clinic
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract, or parcel of land, situated in the E. Smith Survey, Abstract Number 767, Town of Flower Mound, Denton County, Texas, and being part of Lot 1, Block A, described in deed to Faith Lutheran Church of Flower Mound, recorded in Document Number 94-22015, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1, Block A, and being on the east line of Morriss Road, a called 120 foot Right of Way;

THENCE N 88°55'05" E, with the north line of said Lot 1, Block A, and the south line of Lot 1RA-2, Block A, AMSS Development LP P/S, recorded in Document Number 97-79956, Official Records, Denton County, Texas, a distance of 251.68 feet, to the northeast corner of said Lot 1, Block A, and the northwest corner of Grand Park Estates, recorded in Document Number 2002-96518, Official Records, Denton County, Texas;

THENCE S 14°48'19" E, with the east line of said Lot 1, Block A, and the west line of said Grand Park Estates, a distance of 277.96 feet;

THENCE S 87°32'57" W, a distance of 307.97 feet, to the east line of said Morriss Road, and the west line of said Lot1, Block A;

THENCE N 02°27'03" W, with the east line of said Morriss Road, and the west line of said Lot 1, Block A, a distance of 81.49 feet;

THENCE northwesterly with the east line of said Morriss Road, and the west line of said Lot 1, Block A, with a curve to the left, having a radius of 5784.58 feet, a central angle of 1°56'32", an arc length of 196.09', and whose chord bears N 03°25'19" W a distance of 196.08 feet to the **POINT OF BEGINNING** and containing approximately 1.755 acres of land.

MASTER PLAN FEATURES	
Land Use Plan	Medium Density Residential
Urban Design Plan	None
Parks and Trail	Existing Multi-Use Trail along Morriss Rd
Thoroughfare Plan	Morriss Rd - Urban Minor Arterial Divided
	Valley Ridge Dr - Urban Minor Arterial
Water Plan	Long Prairie District - Existing waterline along Morriss Rd
	Existing waterline along Valley Ridge Blvd
Wastewater Plan	Long Prairie District - existing sewer along Morriss Rd

OWNER /DEVELOPER
CHRIS CARMICHAEL
2250 JUSTIN RD, SUITE 140
HIGHLAND VILLAGE, TX
Ph. 334-332-8357
Contact: CHRIS CARMICHAEL

The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Leander, Texas 78647
817.436.9715
201 County View Drive
Roanoke, Texas 76282
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

G&A
MCADAMS

HIGHLAND POINTE PARK
Lot 1, Block A
FAITH LUTHERAN CHURCH ADDITION
1.75 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

Master Plan Amendment & Zoning Exhibit

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 19762
ROBERT JOHN DOLLAK, JR.,
P.E. #86898
DATE 1/9/2019

Drawn By: PF
Date: 10/10/2018
Scale: 1"=20'
Revisions: 11/08/2018

18264

MPA & ZE

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM MEDIUM DENSITY RESIDENTIAL TO RETAIL ON APPROXIMATELY 1.755 ACRES OF LAND SITUATED IN THE E. SMITH SURVEY, ABSTRACT NUMBER 767, AND BEING PART OF LOT 1, BLOCK A, FAITH LUTHERAN CHURCH OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound 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 Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 1.755 of land situated in the E. Smith Survey, Abstract Number 767, and being part of Lot 1, Block A, Faith Lutheran Church of Flower Mound, has filed an application for a Master Plan Amendment to change the current land use designation from Medium Density Residential to Retail; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on May 13, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 15, 2018, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 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 Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 1.755 acres of land situated in the E. Smith Survey, Abstract Number 767, and being part of Lot 1, Block A, Faith Lutheran Church of Flower Mound, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, Land Use Plan, of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Medium Density Residential to Retail for the approximately 1.755 acres of the project area depicted on Exhibit "B," attached hereto and incorporated for all purposes.

SECTION 2

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

SECTION 3

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

SECTION 4

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 5

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**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A"
PROPERTY DESCRIPTION

BEING all that certain lot, tract, or parcel of land, situated in the E. Smith Survey, Abstract Number 767, Town of Flower Mound, Denton County, Texas, and being part of Lot 1, Block A, described in deed to Faith Lutheran Church of Flower Mound, recorded in Document Number 94-22015, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1, Block A, and being on the east line of Morriss Road, a called 120 foot Right of Way;

THENCE N 88°55'05" E, with the north line of said Lot 1, Block A, and the south line of Lot 1RA-2, Block A, AMSS Development LP P/S, recorded in Document Number 97-79956, Official Records, Denton County, Texas, a distance of 251.68 feet, to the northeast corner of said Lot 1, Block A, and the northwest corner of Grand Park Estates, recorded in Document Number 2002-96518, Official Records, Denton County, Texas;

THENCE S 14°48'19" E, with the east line of said Lot 1, Block A, and the west line of said Grand Park Estates, a distance of 277.96 feet;

THENCE S 87°32'57" W, a distance of 307.97 feet, to the east line of said Morriss Road, and the west line of said Lot1, Block A;

THENCE N 02°27'03" W, with the east line of said Morriss Road, and the west line of said Lot 1, Block A, a distance of 81.49 feet;

THENCE northwesterly with the east line of said Morriss Road, and the west line of said Lot 1, Block A, with a curve to the left, having a radius of 5784.58 feet, a central angle of 1°56'32", an arc length of 196.09', and whose chord bears N 03°25'19" W a distance of 196.08 feet to the **POINT OF BEGINNING** and containing approximately 1.755 acres of land.





TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: July 15, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: to consider a request for rezoning (ZPD18-0011 - Highland Pointe Park) to amend Planned Development District No. 19 (PD-19) with Office District (O) uses to Planned Development District No. 19 (PD-19) with Retail District-2 (R-2) uses on certain tract of land, to add the conceptual plans and elevations, to modify the development standards, request an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property, and consider adopting an ordinance providing for said amendment. The property is generally located north of Valley Ridge Boulevard and east of Morriss Road. *(The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its May 13, 2019, meeting.)*

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

Following the Planning and Zoning Commission's recommendation, the applicant submitted a written request on May 20, 2019 to postpone indefinitely the May 20, 2019 Town Council public hearing. During the Planning and Zoning Commission (P&Z) meeting on May 13, 2019, staff updated P&Z regarding an additional piece of correspondence (consisting of four requests) received from Grand Park Estates Homeowners Association that was received after posting of the P&Z agenda. Grand Park Estates subdivision is located directly east of the subject property. The email was forwarded to the PZ mailbox for access to Commission members. The requests from the HOA, the applicant's response and P&Z action is tabulated below.

Grand Park HOA Requests	Applicant's Response	P&Z recommendation
Prohibit additional permitted uses and uses that require approval of a Specific Use Permit from Retail District-2 (R-2) zoning District.	Applicant agreed to further prohibit certain R-2 uses requested by the HOA.	Recommended approval of the project with addition of certain requested uses to the prohibited use list.
Requested relocation of dumpster away from the residential adjacency.	Applicant was amenable to reducing the number of dumpsters to one instead of two.	Recommended approval of the project with number of dumpsters and location as shown on the concept plan.
Requested 8-foot tall fence between Grand Park and the subject site with no access to and from Grand Park via an opening in the fence.	Applicant requested that the height of fence remain 6-feet as proposed. Applicant was open to both options to provide or not provide a trail easement through the property for a future trail connection.	Recommended approval of a 6-foot tall fence with trail easement for future trail connectivity as proposed.
Requested that south east portion of the subject site located adjacent to residential property addressed 6113 Madeline Lane remain green space as shown on the concept landscape plan, that	Applicant agreed to this request.	Additional language has been included in the development standards to ensure that southeast portion of the site will remain green space.

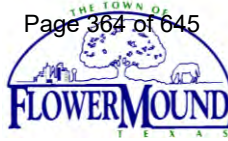
is, to not allow future parking expansion in that area.		
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ATTACHMENTS:

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

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 8

REGULAR ITEM

DATE: May 13, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD18-0011 - Highland Pointe Park) to amend Planned Development District No. 19 (PD-19) with Office District (O) uses to Planned Development District No. 19 (PD-19) with Retail District-2 (R-2) uses on certain tract of land, to add the conceptual plans and elevations, to modify the development standards, request an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and request certain modifications and exceptions to the Code of Ordinances as related to the subject property. The property is generally located north of Valley Ridge Boulevard and east of Morriss Road.

I. ITEM SUMMARY

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

The project has a companion application, Master Plan Amendment (MPA18-0007), for consideration on the same agenda. Approval of this rezoning request is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

On April 9, 1984, the Town Council established Planned Development District-19 (PD-19) for approximately 142.5 acres consisting of Single Family Dwelling-Detached (SFD), Office District (O), Commercial District-2 (C-2) uses, and Industrial District-1 (I-1) uses. PD-19 has been amended multiple times to change the boundary of the zoning districts. Since the approval of PD-19, approximately eight acres of this PD located at the northeast corner of Morriss Road and Valley Ridge Boulevard has retained the Office District (O) uses. The southern portion of this eight acres of land is developed with a Church.

The purpose of this application is to request approval for rezoning the northern portion of the eight acres, consisting of approximately 1.75 acres, from PD-19 with Office District (O) uses to PD-19 with Retail District-2 (R-2) uses, and to allow a veterinary hospital with indoor pens use by right. The proposed use is normally allowed subject to approval of a Specific Use Permit (SUP) within the Retail District-2 (R-2) zoning. The request also includes adding concept plans, elevations, and development standards associated

with the proposed use. In order to keep the list of uses comparable with the existing Office zoning district uses, the applicant is proposing development standards that eliminate certain R-2 uses that are not permitted within the Office zoning district.

As part of the request, the applicant has requested certain exceptions and modifications to the Code of Ordinances. In summary (see Section III, below, for detail):

Exceptions:

- Section 82-302, Compatibility Buffer
- Section 82-302, Retention Pond

Other amendments to PD-19 include deleting subsection III. f of Ordinance No.26-84 as it relates to the subject site consisting of 1.75 acres. The section reads as:

- f. **Native trees shall be preserved wherever possible and no tree 6 inches in caliper or greater shall be removed unless noted on the site plan and approved by the Town.**

There are some existing non-specimen, non-protected trees along the eastern property line of the subject site. The applicant is proposing to remove these non-protected trees and install 15, three-inch caliper canopy trees selected from the Town's approved tree planting list within the 25-foot compatibility buffer along the east property line.

Surrounding land use consists of non-residential buildings to the north, Grand Park (Town owned park) and Grand Park Estates residential subdivision to the east, the remainder of the Church property to the south, and Trietsch Memorial United Methodist Church to the west, across Morriss Road.

The conceptual site plan provides for two single story, 5,000 square-foot buildings. The northern building will be used as a veterinary clinic. Additionally, the concept plan depicts a 5,000 square foot fenced-in area adjacent to the veterinary clinic to be used for monitored outdoor space for pets. Access to the lot will be from Morriss Road. The parking requirement for the proposed two buildings is 40 parking spaces calculated at the ratio of one space for every 250 square feet of the facility. The site plan depicts 39 parking spaces, which is within the Town's allowable deviation.

The proposed conceptual elevations comply with the design standards in the Town's Urban Design Plan. The conceptual landscape plan provides for required landscape buffers along Morriss Road, street yard landscaping, and parking lot trees. In accordance with the compatibility buffer and setback requirements, a 25-foot compatibility buffer, six-foot masonry wall, and 60-foot building setback is required along a portion of the eastern boundary that is adjacent to a residential lot within the Grand Park Estates subdivision. The applicant is requesting a partial exception to the compatibility buffer requirements (see section below). Though compatibility buffer standards do not apply along the remainder of the eastern property line that is adjacent to Grand Park, the applicant is proposing a six-foot metal fence on the property line and 25-foot landscape buffer to include three-inch caliper trees.

III. Exceptions and Modifications

A. Exception to Section 82-302 Compatibility Buffer

The residential compatibility standards apply when a non-residential development is proposed adjacent to an existing residential use or zoning, or property designated for residential use on the comprehensive master plan.

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

The proposed development shares approximately 78 feet of eastern boundary with a residential use. The applicant is requesting a waiver to:

1. A six-foot masonry wall – The applicant is requesting that the existing wood fence on top of a four to five foot retaining wall to remain in its current condition.

B. Detention Pond

The Town's Engineering Design Criteria requires retention (wet) ponds for office and retail developments. The applicant is requesting an exception to this standard to allow for a detention (dry) pond.

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 one item 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.

During the application review process, staff was contacted by a resident of Waterford Park Estates, a residential neighborhood located to the northwest of the subject site, across Morriss Road, to seek the possibility of locating a trail through this development to improve the trail connectivity between Grand Park and Morriss Road. The applicant has agreed to provide an easement through the site at platting and site plan stage to allow construction of a trail in the future. Proposed development standards include language that reflects this requirement.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

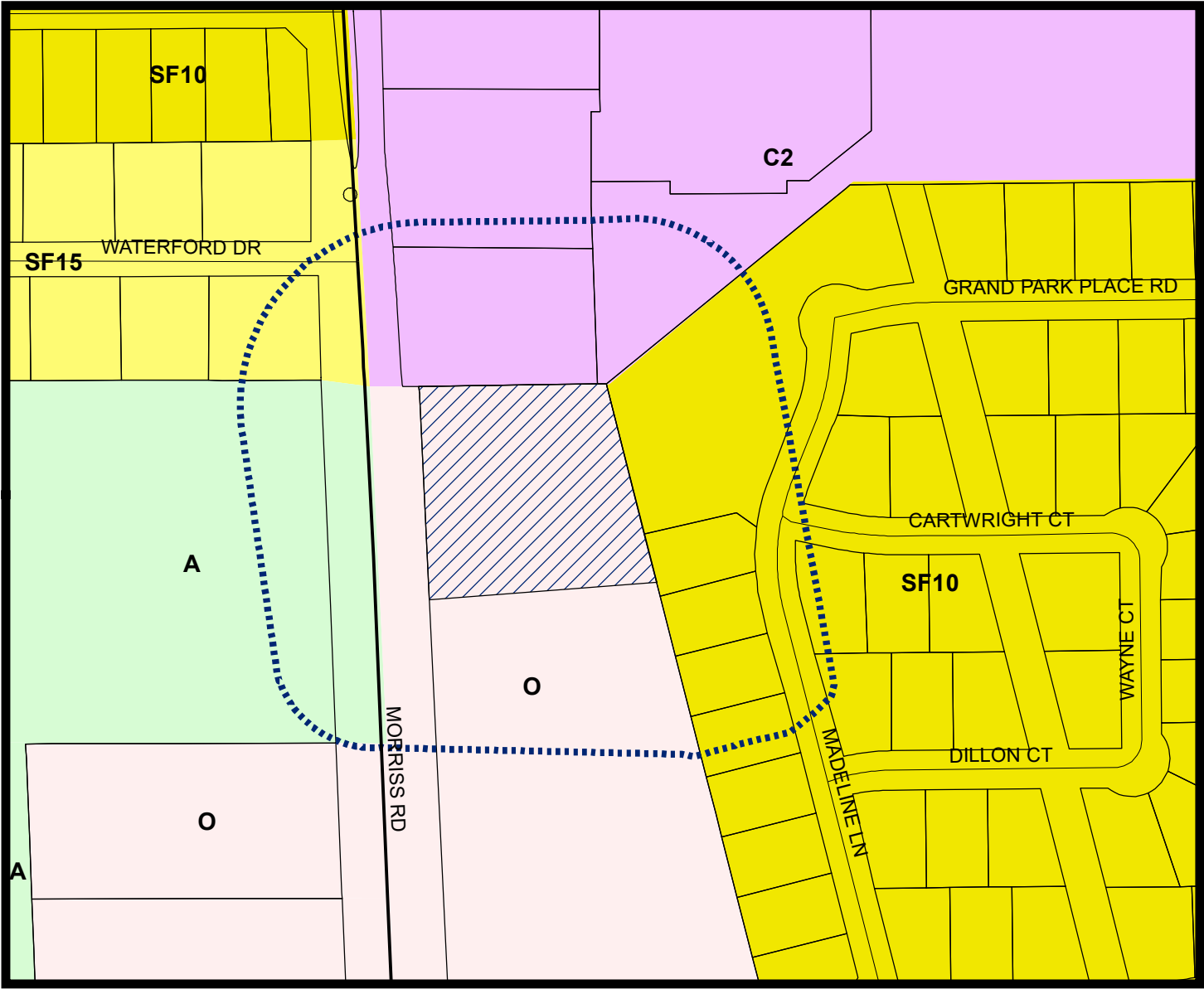
B. Application Details

1. Zoning Planned Development Exhibit
2. Proposed Development Standards



Vicinity Map

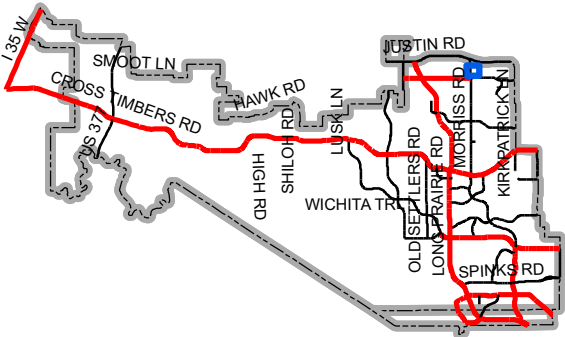
Reference Project: MPA18-0007 & ZPD18-0011



LEGEND

- Agriculture
- Commercial 2
- Office
- Single Family 10
- Single Family 15

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

May 8, 2019

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

RE: Master Plan Amendment & Zoning Change Request – Highland Pointe Park

Mr. Russell:

Please accept this letter, on behalf of Chris Carmichael, as an explanation of the proposed Master Plan Amendment and Zoning Change Request for approximately 1.75 acres of land located east of Morriss Road and south of FM 407. The current land use designation of the property is Medium Density Residential and it is currently zoned as PD-19 with Office Uses.

Faith Lutheran Church, the property owner, has discussed the sale of this property for several years. The church has determined that the property is not needed for expansion nor needed for the current mission and operation of the church.

The purpose of this application is to request a zoning change to the existing PD to allow for a veterinarian use with no outside pens. The church is requiring the applicant to purchase a total of 1.75 acres out of their parcel. The vet only needs a little less than an acre to build a 5,000 square foot building to replace their current site in Highland Village. The excess land has been shown to accommodate a second 5,000 building that could be used for retail uses. The site is adjacent to the Grand Park Estates neighborhood to the east. The concept plan shows that the site will meet the Town's compatibility setback and buffer, except the 6' masonry wall along the southeast property line. The access to this site will be from the existing driveway on Morriss Road.

The Master Plan amendment is to clean up the current map that shows the property to be used for residential uses. As the existing zoning of the property indicates, this area was to be for non-residential uses going back to the approval of PD-19. We believe that the use of the site for a veterinarian use with no outside pens will have a limited impact to the adjacent property owners as most of the other uses within the Retail zoning district. Further, we have limited the uses within the R-2 zoning district to those that are compatible with adjacent residences.

We are proposing an exception for this property regarding the required masonry wall where the residential abuts the property along the southeast property line. We are requesting the current board on board fence on the residential lot to remain. There is currently a retaining wall and we believe adding a masonry wall parallel to this would create a "no man's land" that would be difficult to maintain.

We are very excited to have the opportunity to bring this project forward to appropriately develop this infill site. This location is the ideal spot for this use and the project will be beneficial to the Town and its residents. Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

A handwritten signature in black ink that reads "Patricia Fant". The script is fluid and cursive, with the first name "Patricia" and last name "Fant" written in a single continuous line.

Patricia Fant
Designer I, Planning + Entitlement
MCADAMS

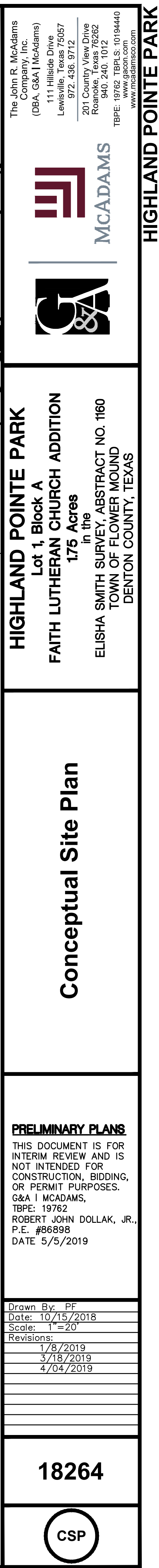


Fig. 2. 2018/04/04 (Amended) Zoning Exhibit
Printed: 1/9/2019 10:20 AM by: [unclear] Sheet: 1/2/2019 4:22 PM, by: [unclear]

MORRIS ROAD
(120' R.O.W.)

A=1°56'32"
R=5784.58'
L=196.09'
CD=N 03°25'19" W
CL=196.08'

N 02°27'03" W 81.49'

86.6'

AMSS Development LP P/S
Lot 1RA-2 Block A
Zoned: C2
Landuse: Commercial/Industrial

N 88°55'05" E 251.68'

HIGHLAND POINTE PARK
1.75 Acres

Existing Land Use: Medium Density Residential
Existing Zoning: PD19 W/ O

Proposed Land Use: Retail
Proposed Zoning: PD W/ R-2

Faith Lutheran Church of FM
Lot 1 Block A
Zoned: O
Landuse: Medium Density Residential

S 87°32'57" W 307.97'

E. SMITH
SURVEY A -
767

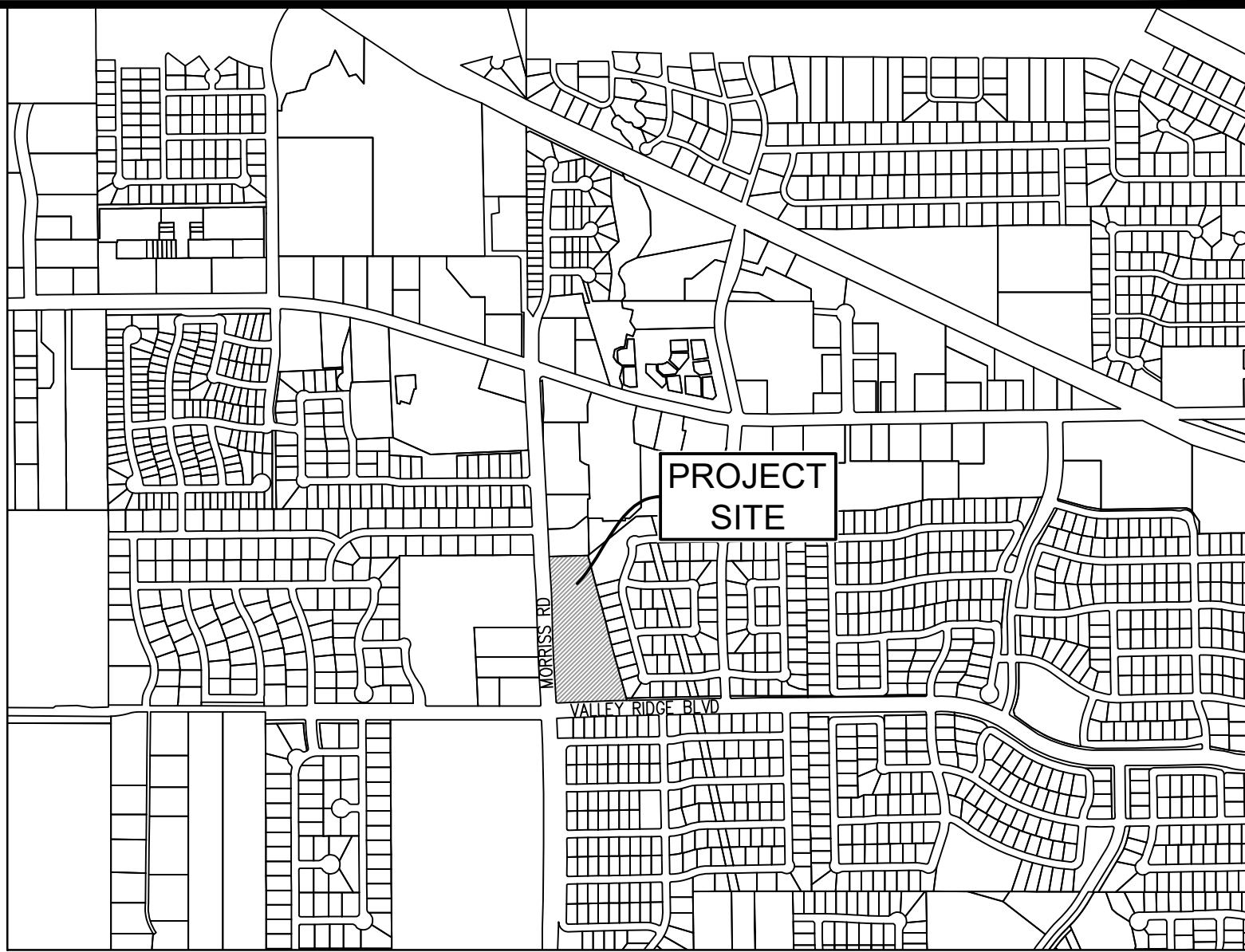
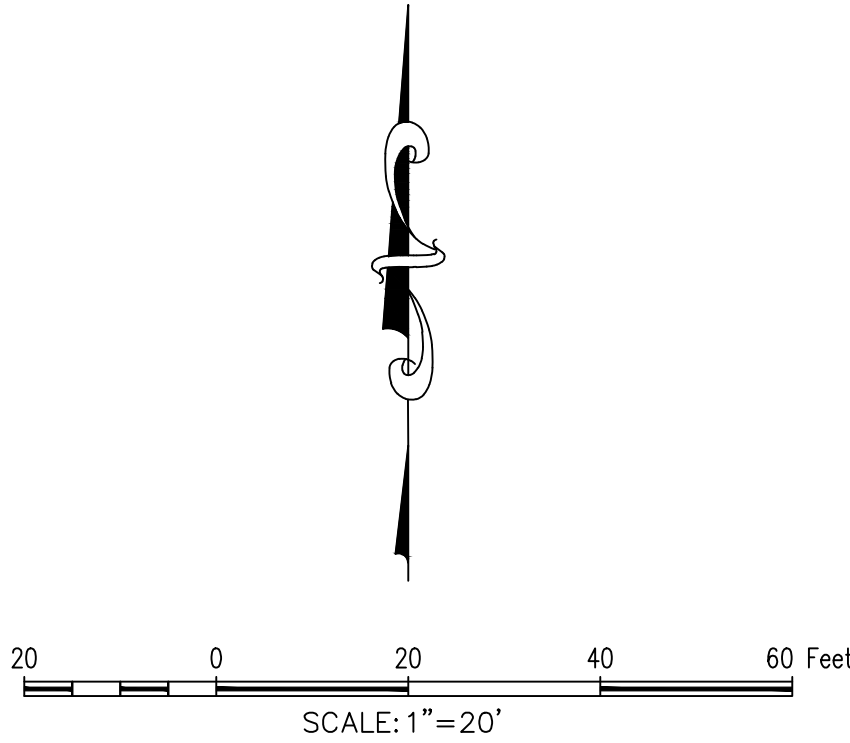
S 14°48'19" E 277.96'

Grand Park Estates
Zoned: SF-10
Landuse: Medium Density Residential

Lot 6, Block A
Grand Park Estates

Lot 7, Block A
Grand Park Estates

Lot 8, Block A
Grand Park Estates



Legal Description for Zoning
Morriss Vet Clinic
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract, or parcel of land, situated in the E. Smith Survey, Abstract Number 767, Town of Flower Mound, Denton County, Texas, and being part of Lot 1, Block A, described in deed to Faith Lutheran Church of Flower Mound, recorded in Document Number 94-22015, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1, Block A, and being on the east line of Morriss Road, a called 120 foot Right of Way;

THENCE N 88°55'05" E, with the north line of said Lot 1, Block A, and the south line of Lot 1RA-2, Block A, AMSS Development LP P/S, recorded in Document Number 97-79956, Official Records, Denton County, Texas, a distance of 251.68 feet, to the northeast corner of said Lot 1, Block A, and the northwest corner of Grand Park Estates, recorded in Document Number 2002-96518, Official Records, Denton County, Texas;

THENCE S 14°48'19" E, with the east line of said Lot 1, Block A, and the west line of said Grand Park Estates, a distance of 277.96 feet;

THENCE S 87°32'57" W, a distance of 307.97 feet, to the east line of said Morriss Road, and the west line of said Lot1, Block A;

THENCE N 02°27'03" W, with the east line of said Morriss Road, and the west line of said Lot 1, Block A, a distance of 81.49 feet;

THENCE northwesterly with the east line of said Morriss Road, and the west line of said Lot 1, Block A, with a curve to the left, having a radius of 5784.58 feet, a central angle of 1°56'32", an arc length of 196.09', and whose chord bears N 03°25'19" W a distance of 196.08 feet to the **POINT OF BEGINNING** and containing approximately 1.755 acres of land.

MASTER PLAN FEATURES	
Land Use Plan	Medium Density Residential
Urban Design Plan	None
Parks and Trail	Existing Multi-Use Trail along Morriss Rd
Thoroughfare Plan	Morriss Rd - Urban Minor Arterial Divided
	Valley Ridge Dr - Urban Minor Arterial
Water Plan	Long Prairie District - Existing waterline along Morriss Rd
	Existing waterline along Valley Ridge Blvd
Wastewater Plan	Long Prairie District - existing sewer along Morriss Rd

OWNER /DEVELOPER
CHRIS CARMICHAEL
2250 JUSTIN RD, SUITE 140
HIGHLAND VILLAGE, TX
Ph. 334-332-8357
Contact: CHRIS CARMICHAEL

The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Levelland, Texas 79647
872.436.9715
201 County View Drive
Roanoke, Texas 76282
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

G&A
MCADAMS

HIGHLAND POINTE PARK
Lot 1, Block A
FAITH LUTHERAN CHURCH ADDITION
1.75 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

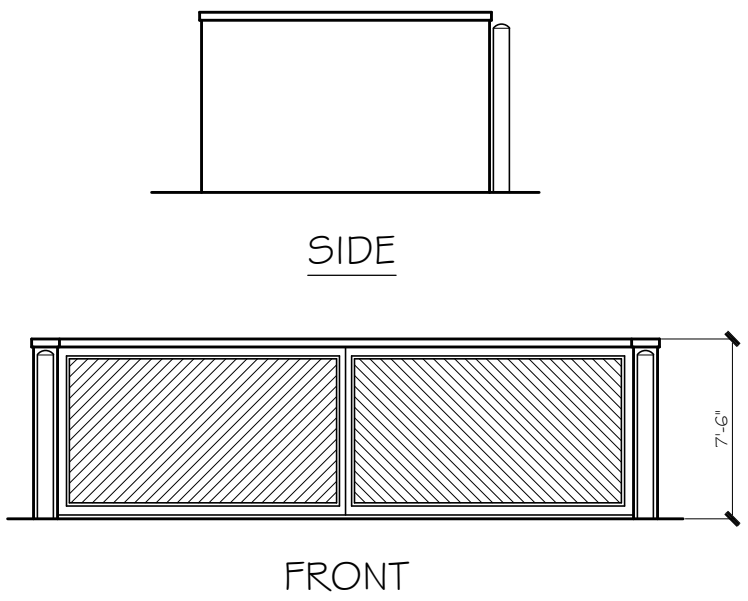
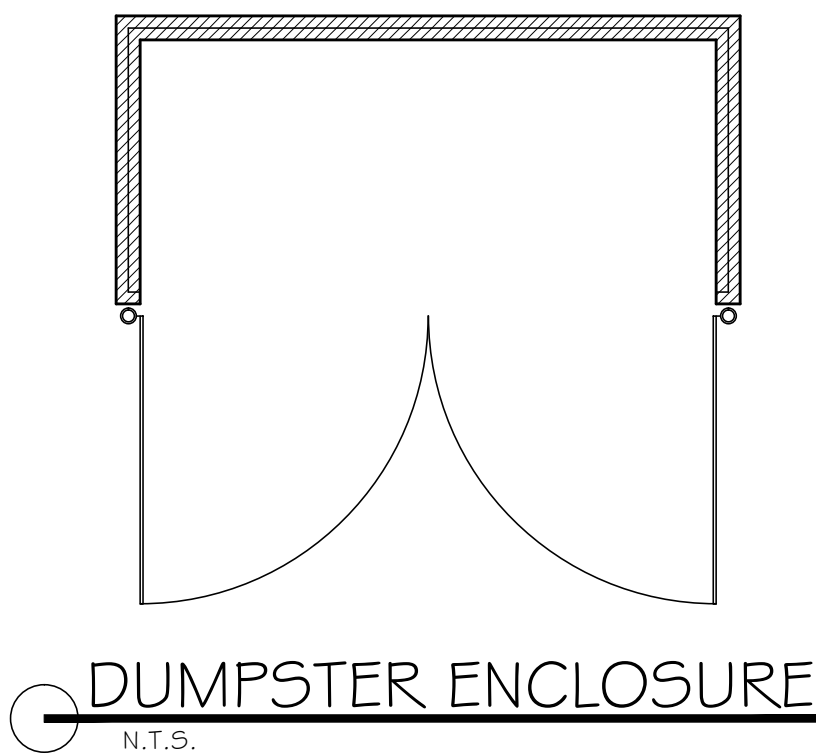
Master Plan Amendment & Zoning Exhibit

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
G&A | MCADAMS
TBPE: 19762
ROBERT JOHN DOLLAK, JR., P.E. #86898
DATE 1/9/2019

Drawn By: PF
Date: 10/10/2018
Scale: 1"=20'
Revisions: 11/08/2018

18264

MPA & ZE

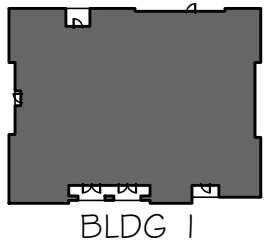


EXTERIOR MATERIALS LEGEND	
	STONE: AUSTIN CHALK
	BRICK: FORTERRA V224
	HB SIDING & TRIM: COBBLESTONE
	FASCIA & SOFFITS: BALANCED BEIGE
	WINDOW & DOOR FRAMING: DARK BRONZE
	METAL STANDING SEAM: DARK BRONZE
	COMPOSITE SHINGLES: SABLEWOOD
	METAL AWNINGS: DARK BRONZE

MATERIAL TABULATION CHART		South	North	East	West
1.	Total Facade S.F.	1363 s.f.	1084 s.f.	806 s.f.	1005 s.f.
2.	Facade S.F. (exclusive of doors and windows)	1109 s.f.	901 s.f.	656 s.f.	805 s.f.
3.	Doors and Windows S.F.	254 s.f.	183 s.f.	150 s.f.	200 s.f.
4.	Primary Masonry Totals (Min. 80%)	1054 sf and 95% of 2	901 s.f. and 100% of 2	601 s.f. and 92% of 2	805 s.f. and 100% of 2
	Brck s.f. (as applicable)	216 s.f. and 19% of 2	727 s.f. and 81% of 2	410 s.f. and 63% of 2	200 s.f. and 25% of 2
	- Stone s.f. (as applicable)	838 s.f. and 76% of 2	174 s.f. and 19% of 2	191 s.f. and 29% of 2	605 s.f. and 75% of 2
5.	Secondary Masonry Totals (Max. 20%)	55 s.f. and 5% of 2	0 s.f. and 0% of 2	55 s.f. and 8% of 2	0 s.f. and 0% of 2
	- Hardiplank s.f. (as applicable)	55 s.f. and 5% of 2	0 s.f. and 0% of 2	55 s.f. and 8% of 2	0 s.f. and 0% of 2

NOTES:

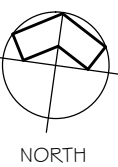
- Any discrepancies must be brought to the architects' attention for revision prior to the start of construction.
- Refer to all local codes for plumbing, mechanical, & electrical requirements.
- Builder to verify all notes & dimensions prior to construction.



BLDG 1

BLDG 2

KEY PLAN
NO SCALE



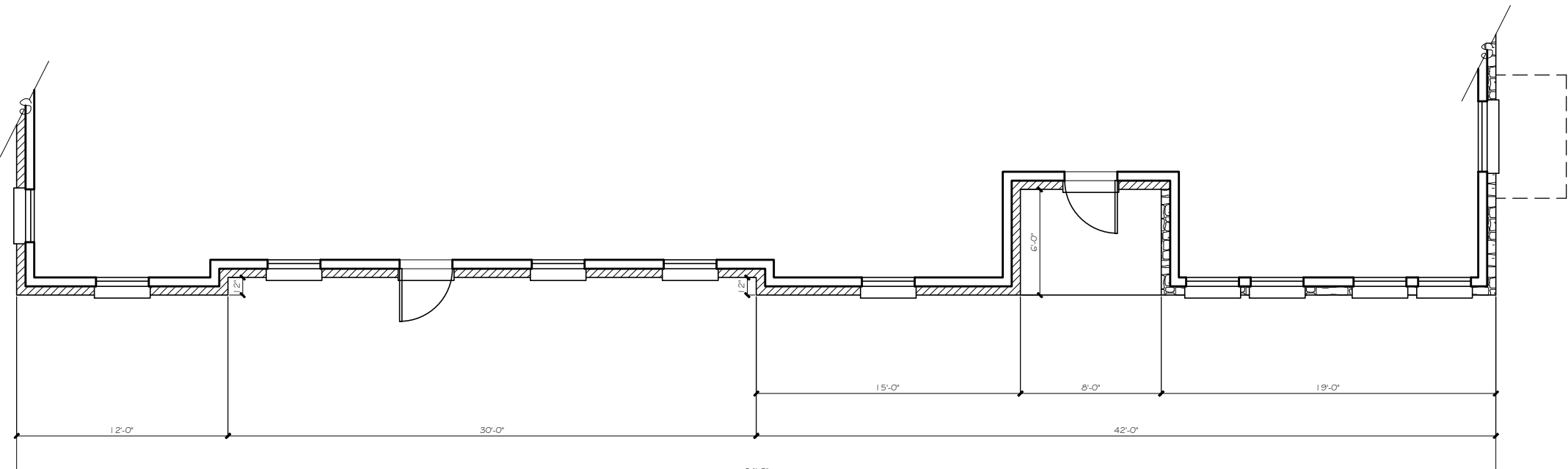
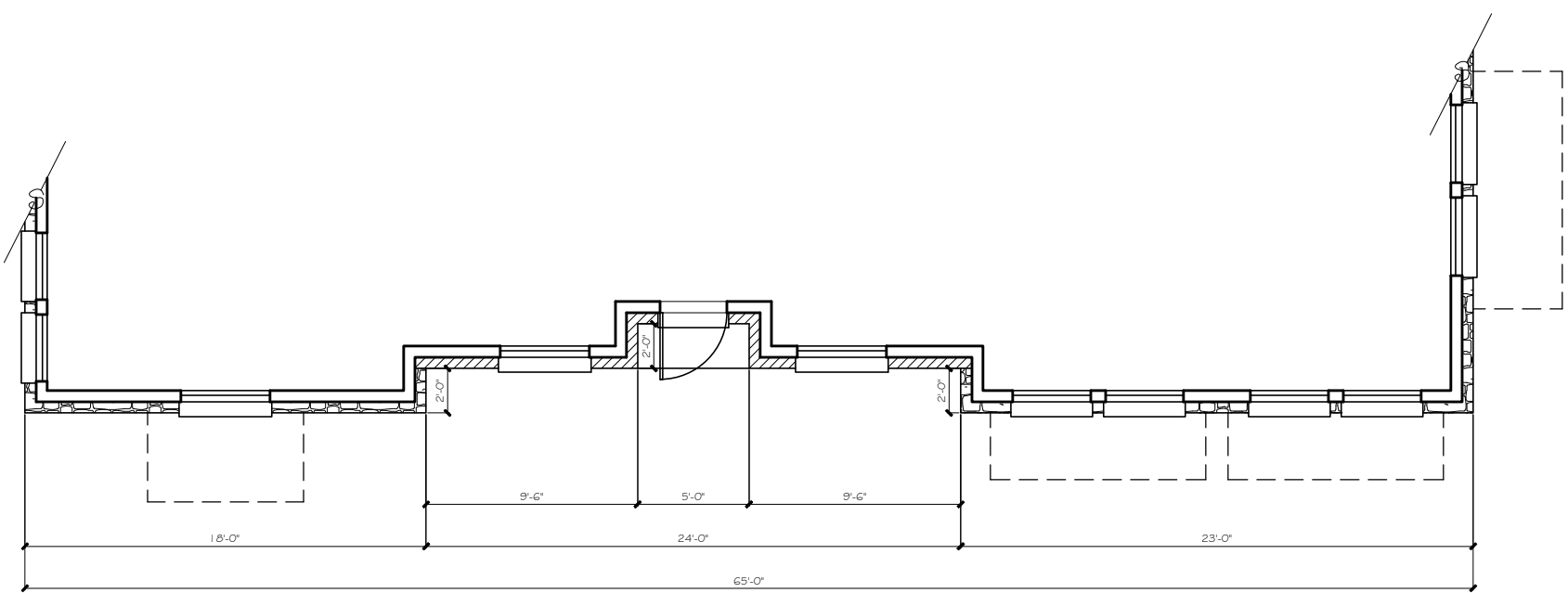
NORTH



LEFT ELEVATION (WEST)
1/8" = 1'-0" scale



REAR ELEVATION (NORTH)
1/8" = 1'-0" scale

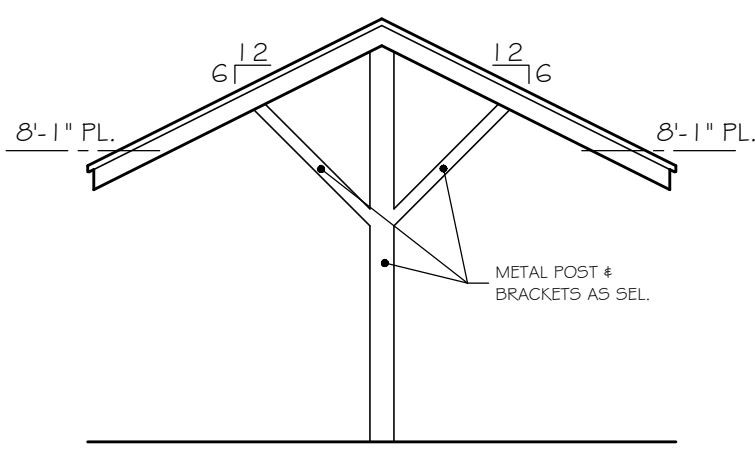


MATERIALS

- ROOFING
METAL STANDING SEAM: DARK BRONZE
COMPOSITE SHINGLES: SABLEWOOD
- BRICK
BLACKSON BRICK FORTERRA V224
ARGOS IVORY BUFF MORTAR
- STONE
ALLIANCE AUSTIN CHALK W/
ARGOS IVORY BUFF MORTAR
- SIDING
HARDIE BOARD SIDING & TRIM: COBBLESTONE
DECORATIVE METAL AWNINGS
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ANDERSEN ENTRY DOOR
W/ DARK BRONZE FRAME

CONSTRUCTION

V-B SPRINKLERED
OCCUPANCY / USE
O-OFFICE/ GENERAL BUSINESS



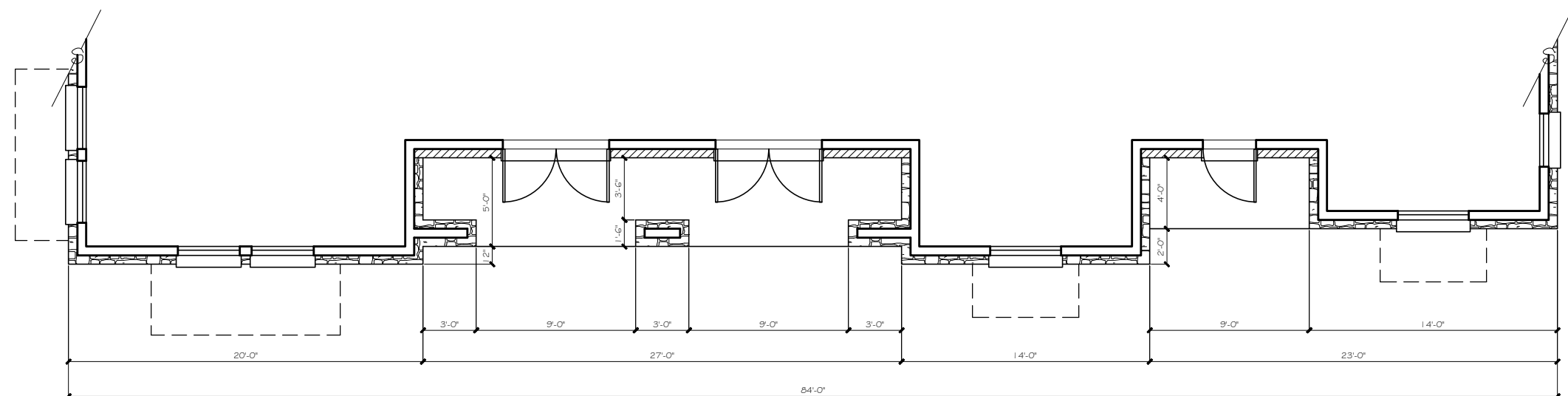
CARPORT PROFILE
N.T.S.



RIGHT ELEVATION (EAST)
1/8" = 1'-0" scale



FRONT ELEVATION (SOUTH)
1/8" = 1'-0" scale



REVISED CONCEPTUAL ELEVATION DESIGN

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CLAUSE

DATE: JANUARY 7, 2019
DRAWN BY: C.R.
REVISIONS:
Δ
Δ
Δ

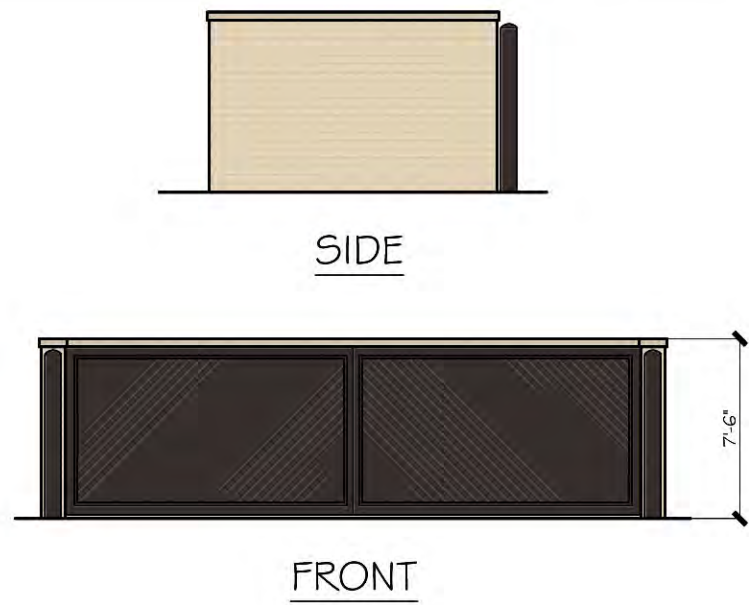
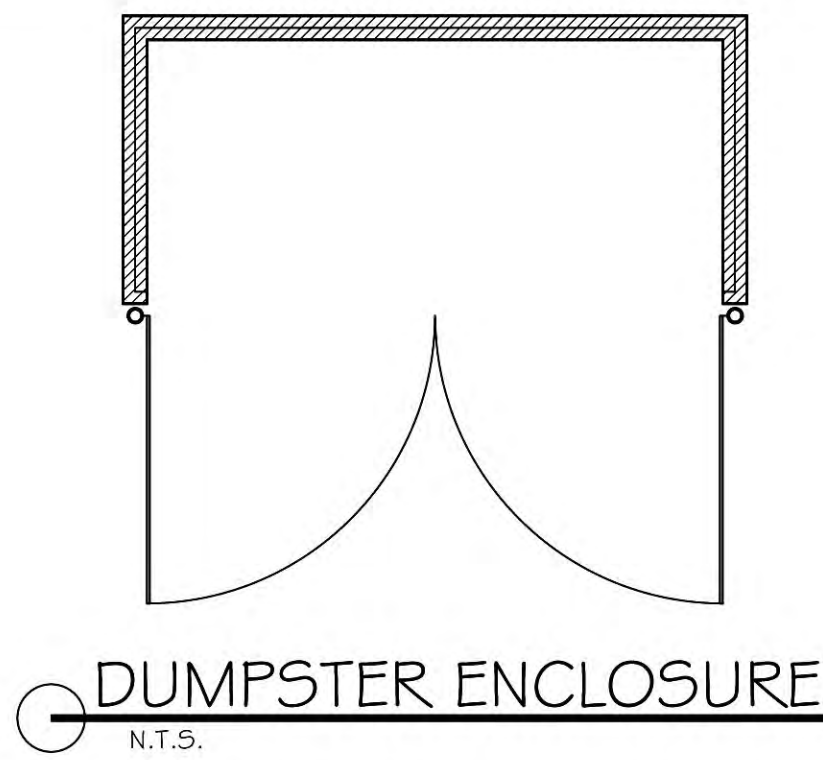
**CROSS
TIMBERS
ARCHITECTS**
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
**HIGHLAND POINTE PARK
LOT 1, BLOCK A BLDG. 1
FAITH LUTHERAN CHURCH
ADDITION
FLOWER MOUND, TEXAS**

JOB #
18-094

SHEET
FP



EXTERIOR MATERIALS LEGEND

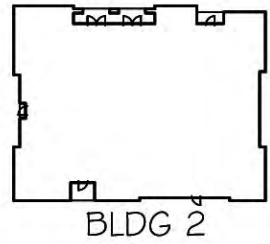
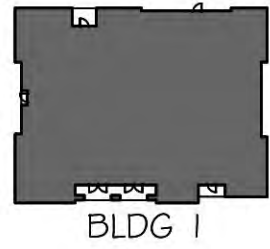
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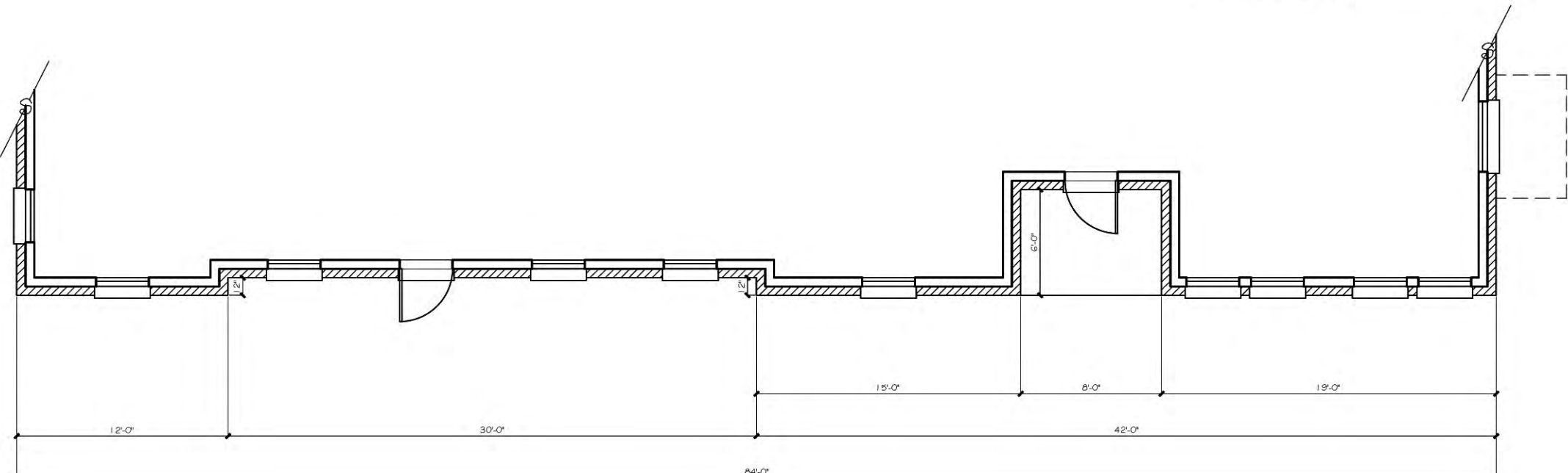
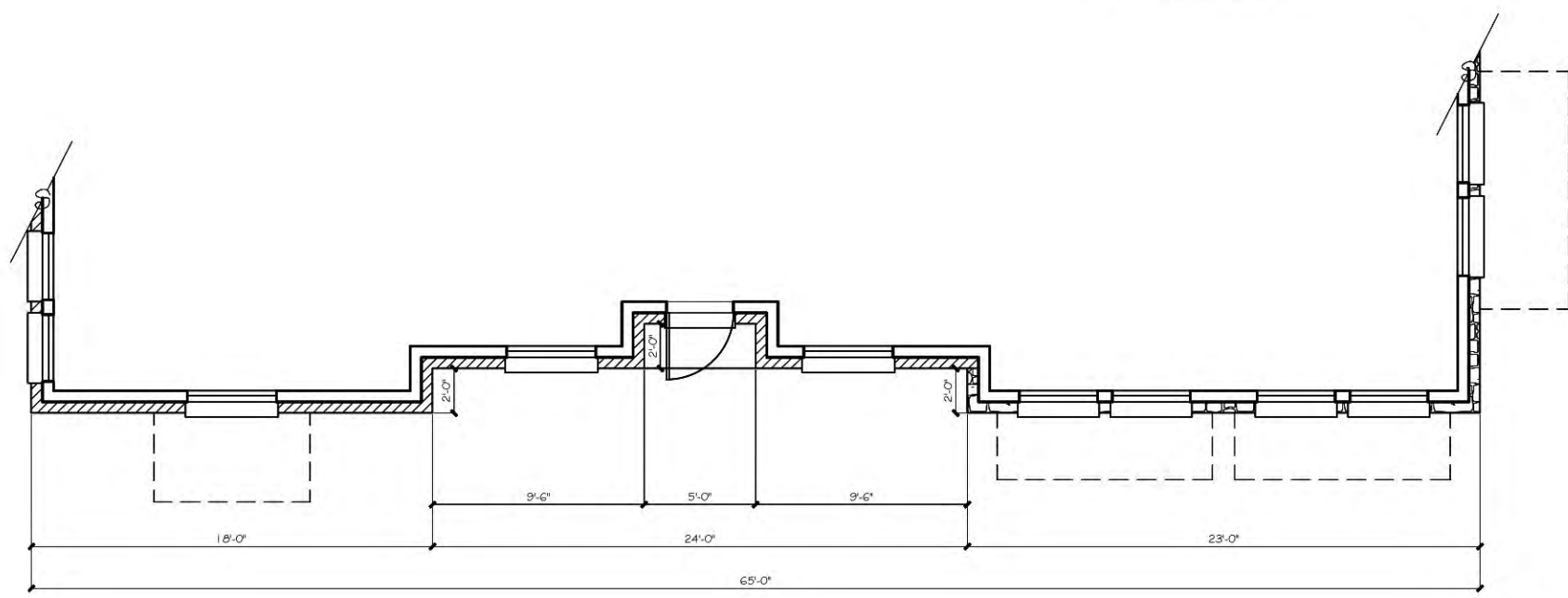
KEY PLAN
NO SCALE



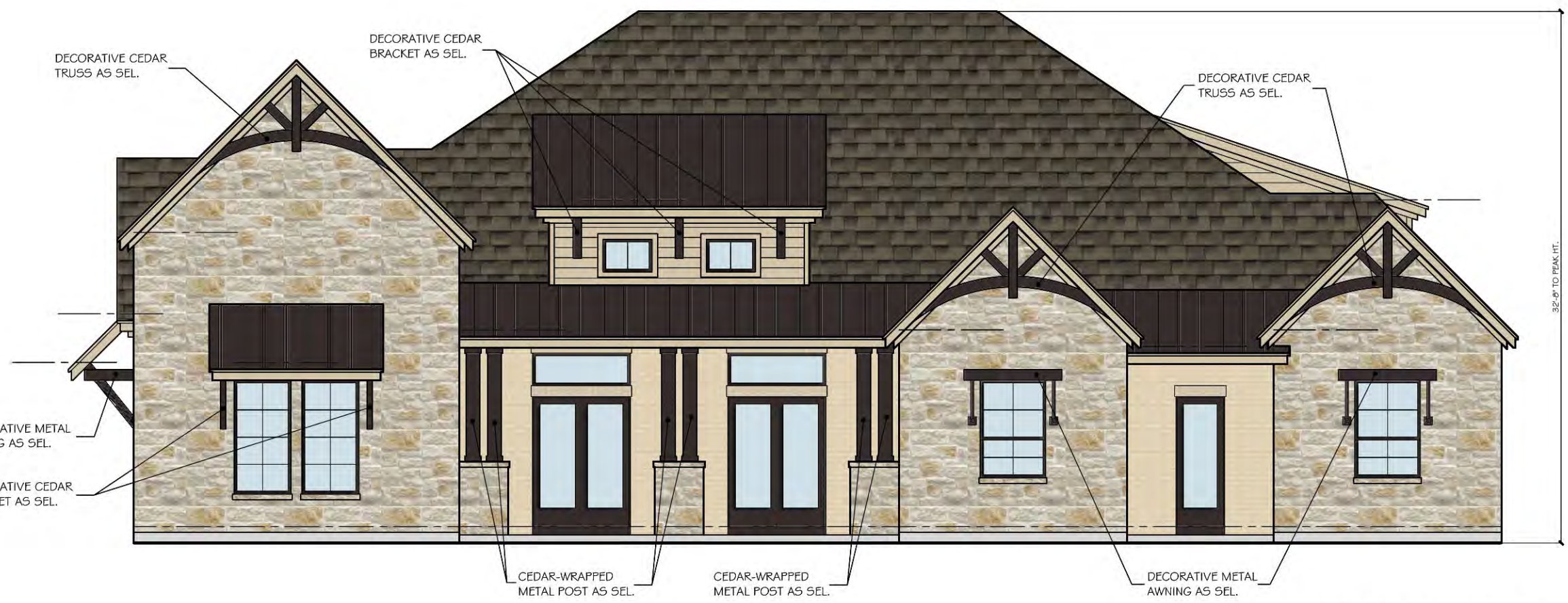
LEFT ELEVATION (WEST)
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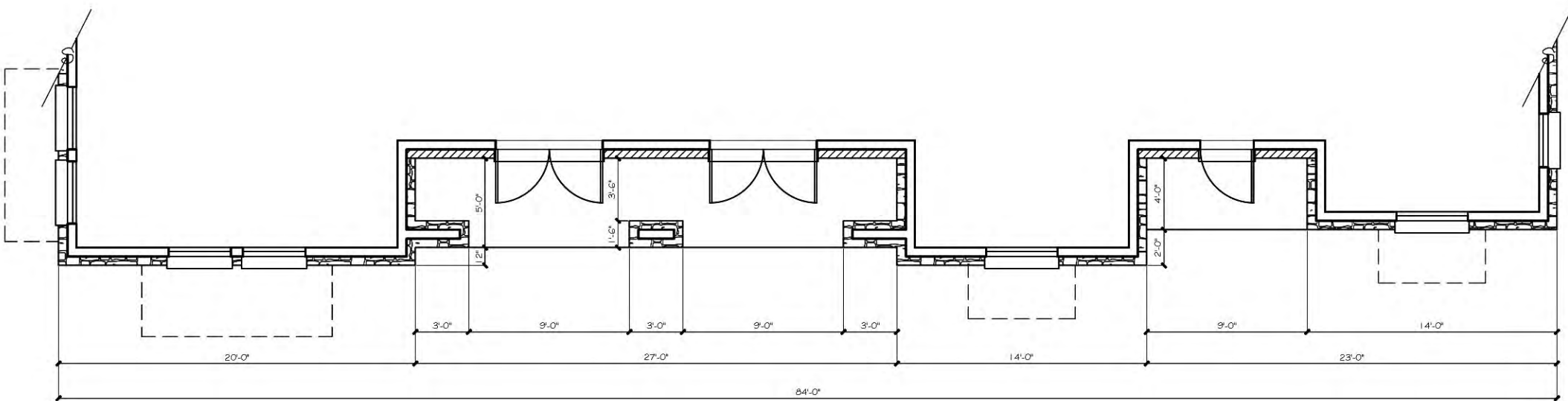
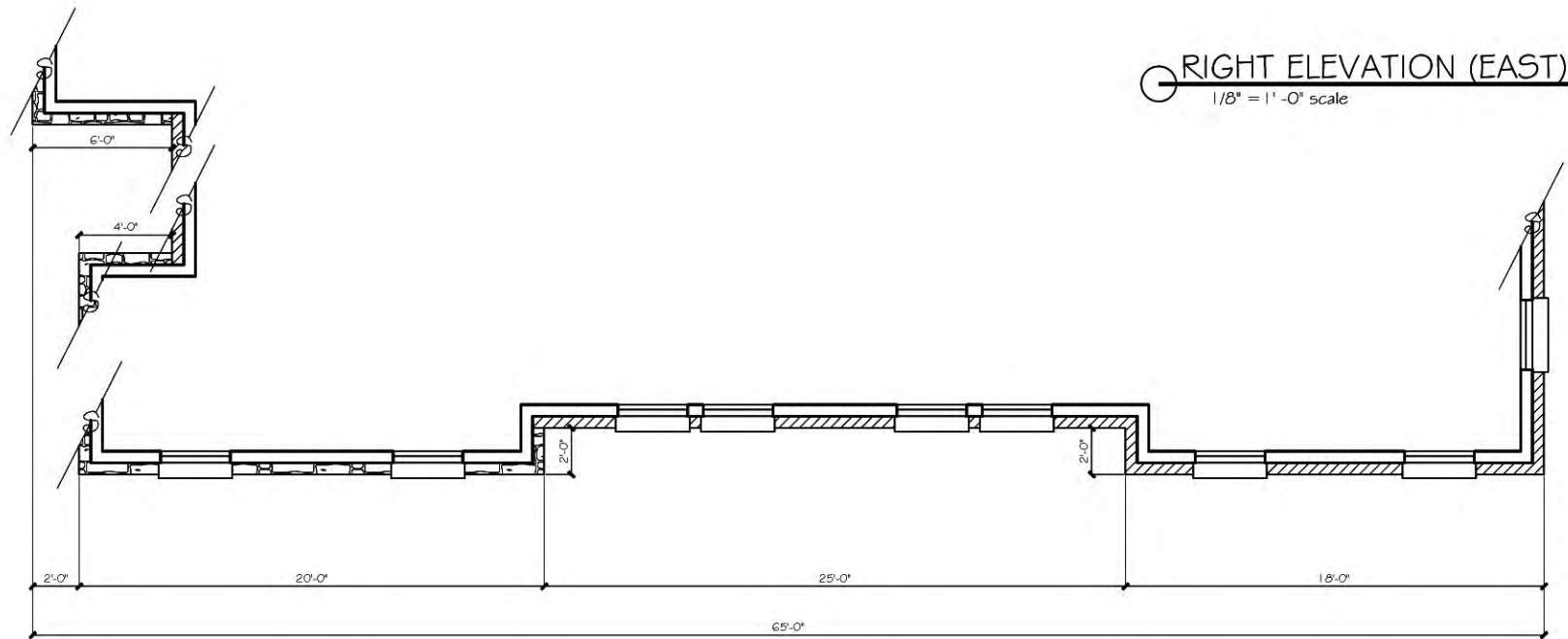
REAR ELEVATION (NORTH)
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RIGHT ELEVATION (EAST)
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FRONT ELEVATION (SOUTH)
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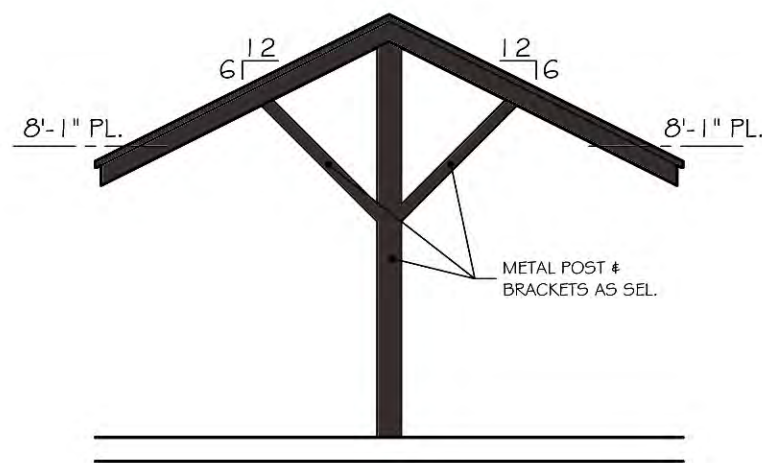


MATERIALS

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 - COMPOSITE SHINGLES: SABLEWOOD
- BRICK
 - BLACKSON BRICK FORTERRA V224
 - ARGOS IVORY BUFF MORTAR
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V-B SPRINKLERED
OCCUPANCY / USE
O-OFFICE/ GENERAL BUSINESS



CARPORT PROFILE
N.T.S.

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CLAUSE

DATE: JANUARY 7, 2019
DRAWN BY: C.R.
REVISIONS:
Δ
Δ
Δ

CROSS
TIMBERS
ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
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PHONE: (972) 355-7754

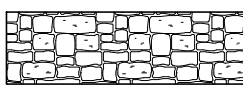
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FAITH LUTHERAN CHURCH
ADDITION
FLOWER MOUND, TEXAS

JOB #
18-094

SHEET
FP

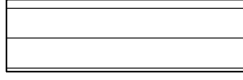
EXTERIOR MATERIALS LEGEND



STONE: AUSTIN CHALK



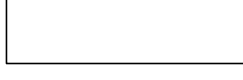
BRICK: FORTERRA V224



HB SIDING & TRIM: COBBLESTONE



FASCIA & SOFFITS: BALANCED BEIGE



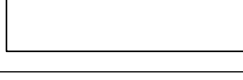
WINDOW & DOOR FRAMING: DARK BRONZE



METAL STANDING SEAM: DARK BRONZE



COMPOSITE SHINGLES: SABLEWOOD



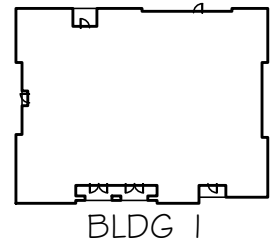
METAL AWNINGS: DARK BRONZE

MATERIAL TABULATION CHART

	North	South	West	East
1. Total Facade S.F.	1363 s.f.	1084 s.f.	1005 s.f.	806 s.f.
2. Facade S.F. (exclusive of doors and windows)	1109 s.f.	901 s.f.	805 s.f.	656 s.f.
3. Doors and Windows S.F.	254 s.f.	183 s.f.	200 s.f.	150 s.f.
4. Primary Masonry Totals (Min. 80%)	1054 sf and 95% of 2	901 s.f. and 100% of 2	805 s.f. and 100% of 2	601 s.f. and 92% of 2
- Brck s.f. (as applicable)	216 s.f. and 19% of 2	727 s.f. and 81% of 2	200 s.f. and 25% of 2	410 s.f. and 63% of 2
- Stone s.f. (as applicable)	838 s.f. and 76% of 2	174 s.f. and 19% of 2	605 s.f. and 75% of 2	191 s.f. and 29% of 2
5. Secondary Masonry Totals (Max. 20%)	55 s.f. and 5% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	55 s.f. and 8% of 2
- Hardiplank s.f. (as applicable)	55 s.f. and 5% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	55 s.f. and 8% of 2

NOTES:

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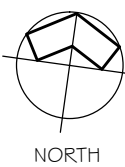


BLDG 1



BLDG 2

KEY PLAN
NO SCALE



NORTH

MATERIALS

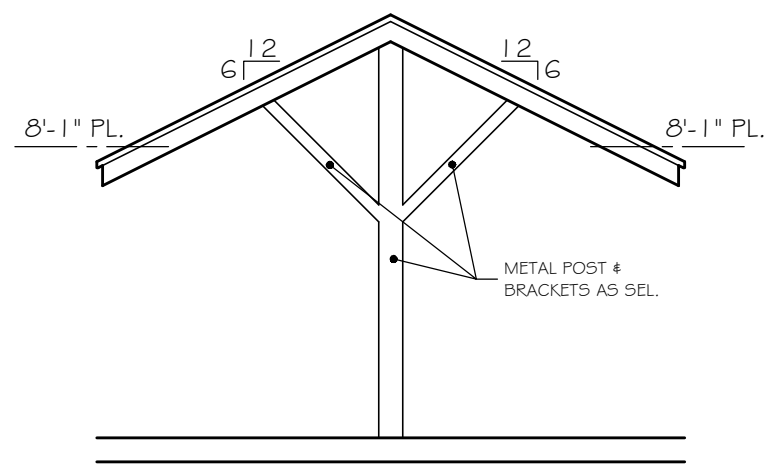
- ROOFING
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 - COMPOSITE SHINGLES: SABLEWOOD
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 - BLACKSON BRICK FORTERRA V224
 - ARGOS IVORY BUFF MORTAR
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- SIDING
 - HARDIE BOARD SIDING & TRIM: COBBLESTONE
- DECORATIVE METAL AWNINGS
 - POWDER COAT FINISH: DARK BRONZE (049/66220)
- FASCIA AND SOFFITS (HARDIE BOARD)
 - SHERWIN WILLIAMS: 7037 BALANCED BEIGE
- WINDOWS
 - ANDERSEN 100 SERIES: DARK BRONZE FRAME
- ENTRY DOORS
 - ANDERSEN ENTRY DOOR W/ DARK BRONZE FRAME

CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

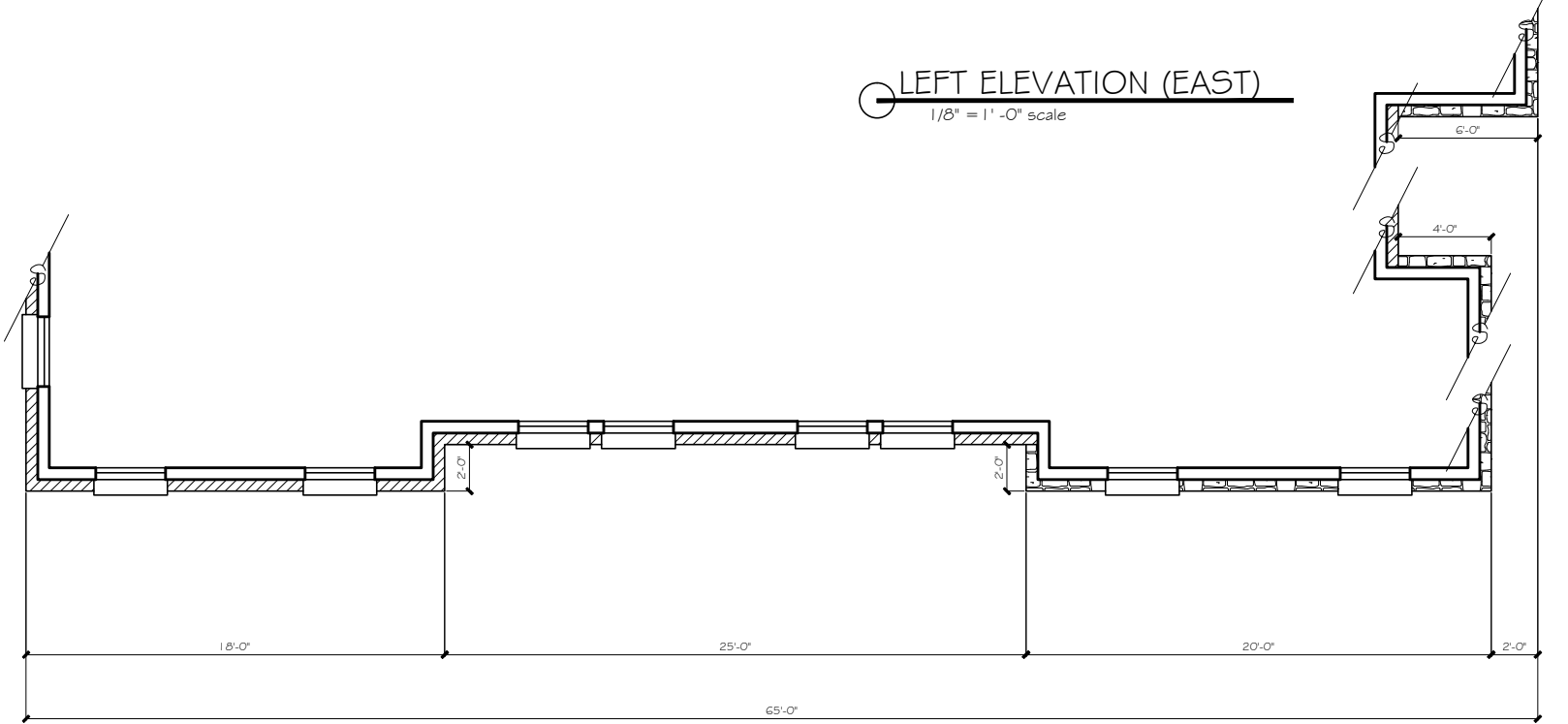
O-OFFICE/ GENERAL BUSINESS



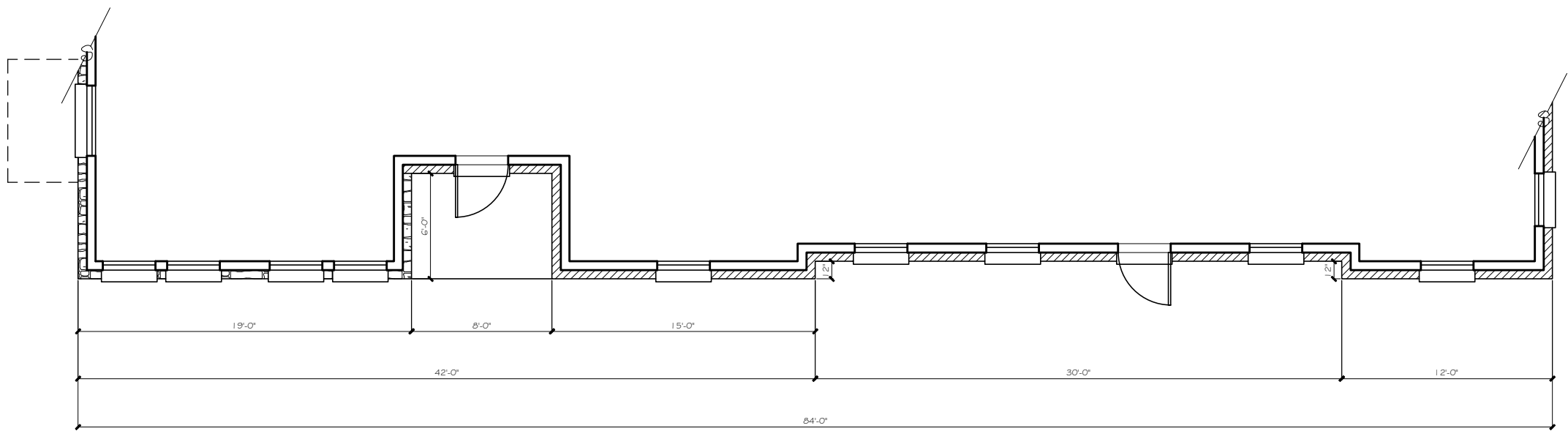
CARPORT PROFILE
N.T.S.



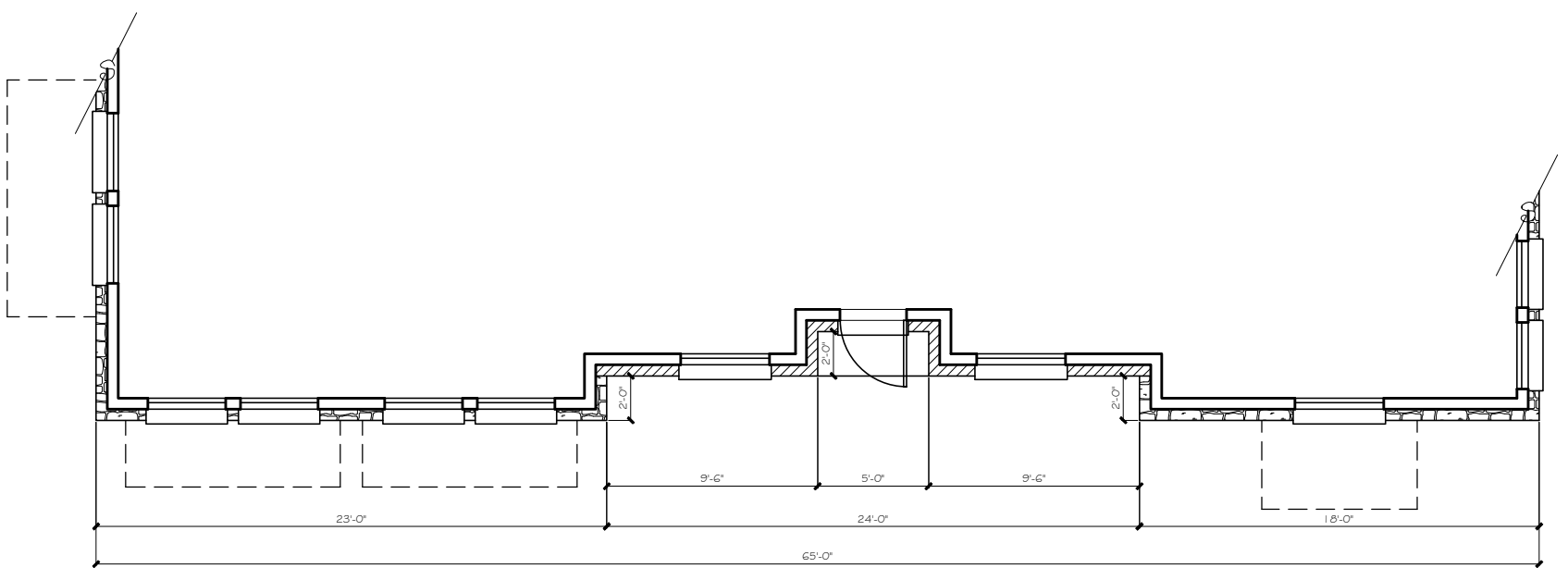
LEFT ELEVATION (EAST)
1/8" = 1'-0" scale



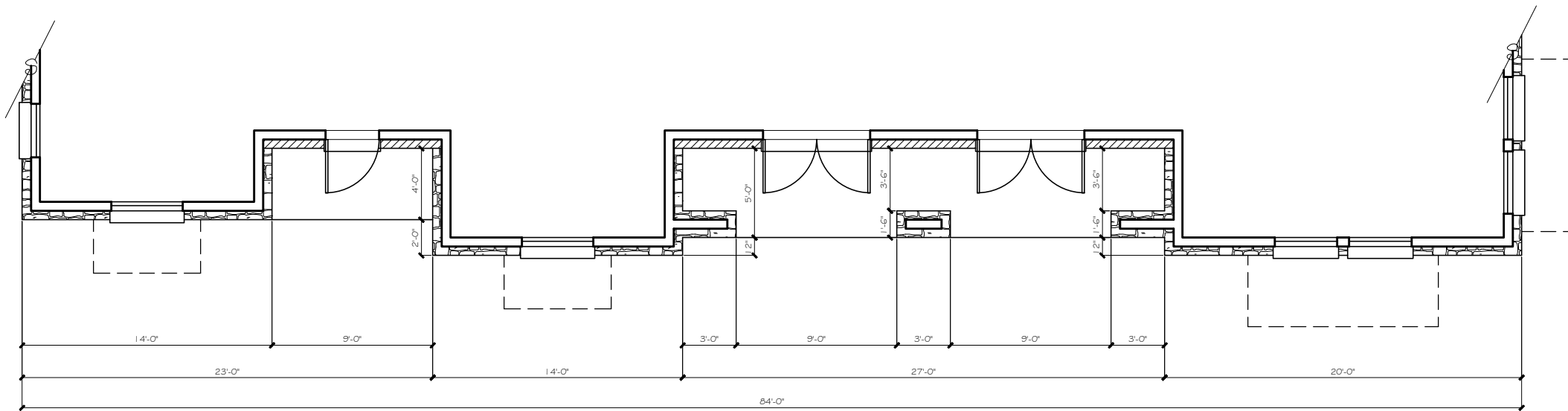
REAR ELEVATION (SOUTH)
1/8" = 1'-0" scale



RIGHT ELEVATION (WEST)
1/8" = 1'-0" scale



FRONT ELEVATION (NORTH)
1/8" = 1'-0" scale



REVISED CONCEPTUAL ELEVATION DESIGN

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CLAUSE

DATE: JANUARY 7, 2019
DRAWN BY: C.R.
REVISIONS:
Δ
Δ
Δ

CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

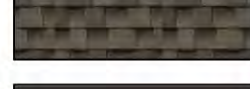
PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
**HIGHLAND POINTE PARK
LOT 1, BLOCK A BLDG.2
FAITH LUTHERAN CHURCH
ADDITION
FLOWER MOUND, TEXAS**

JOB #
18-094

SHEET
FP

EXTERIOR MATERIALS LEGEND

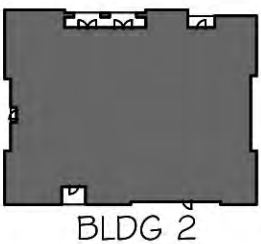
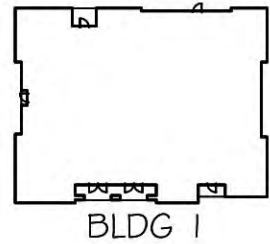
	STONE: AUSTIN CHALK
	BRICK: FORTERRA V224
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NOTES:

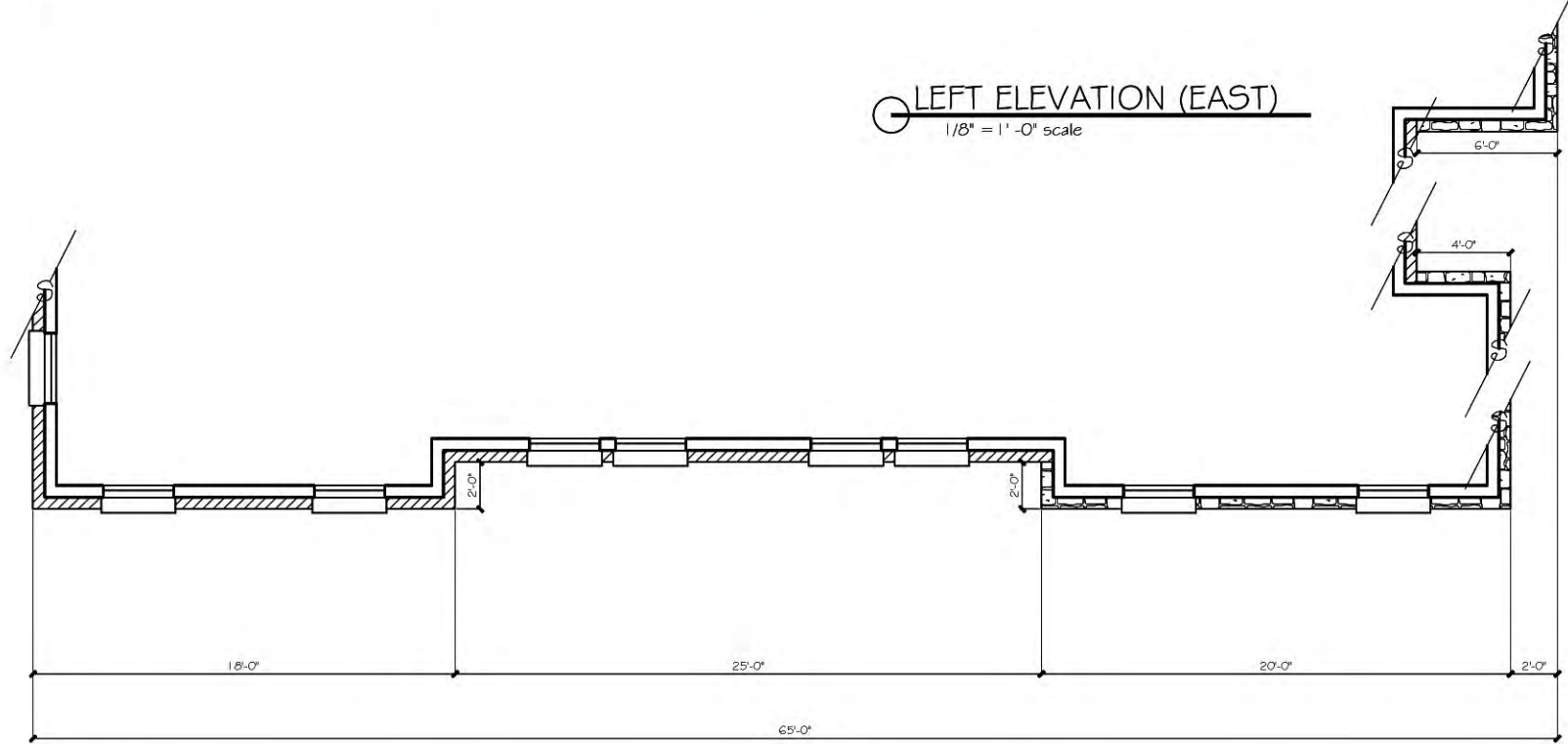
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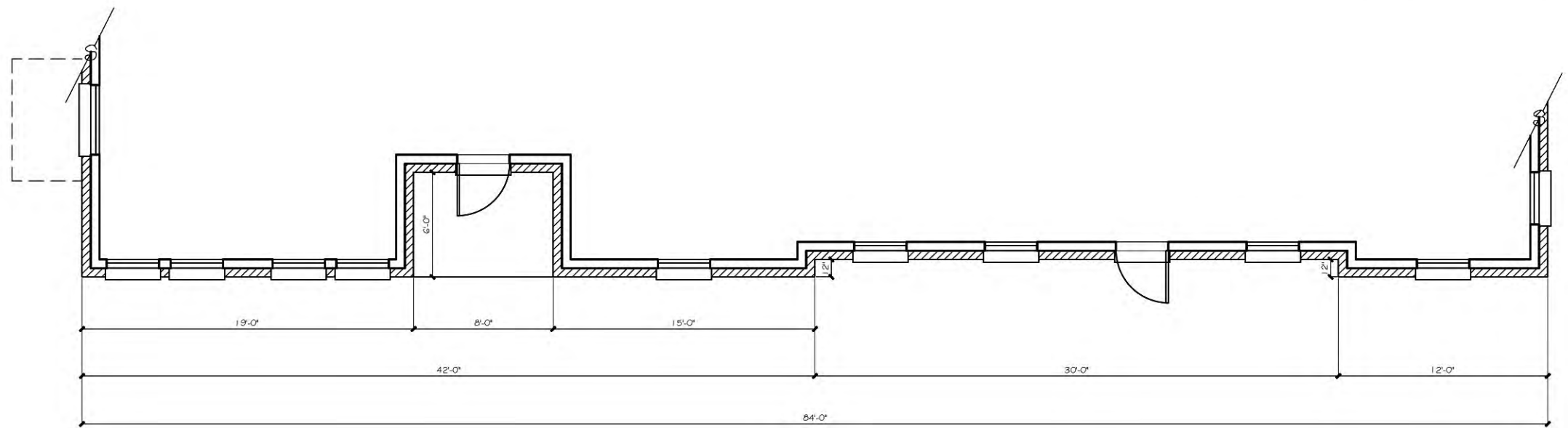
KEY PLAN
NO SCALE



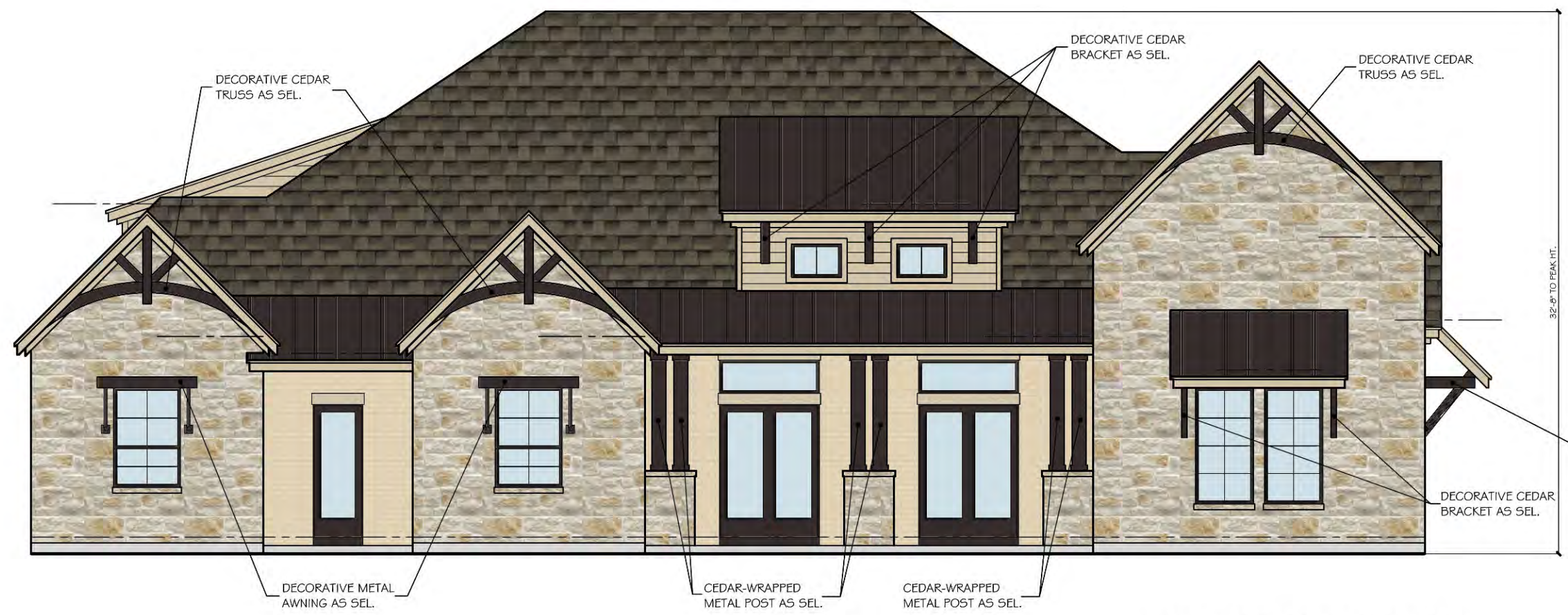
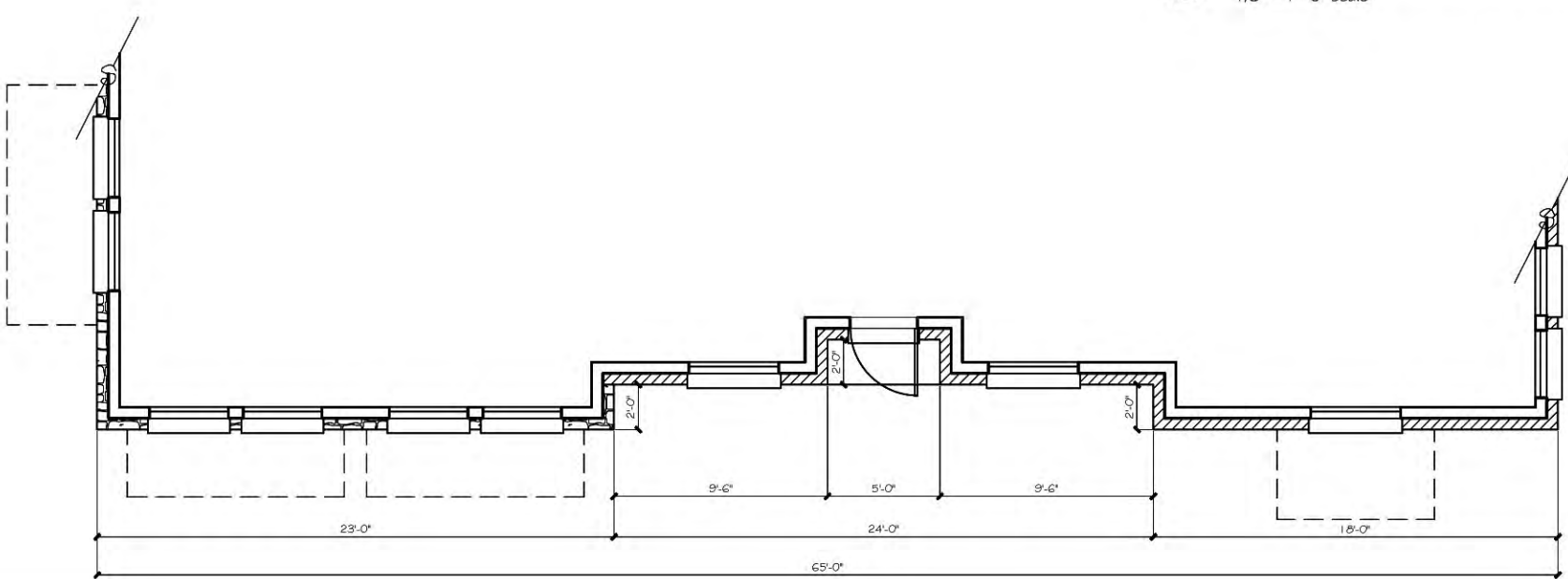
LEFT ELEVATION (EAST)
1/8" = 1'-0" scale



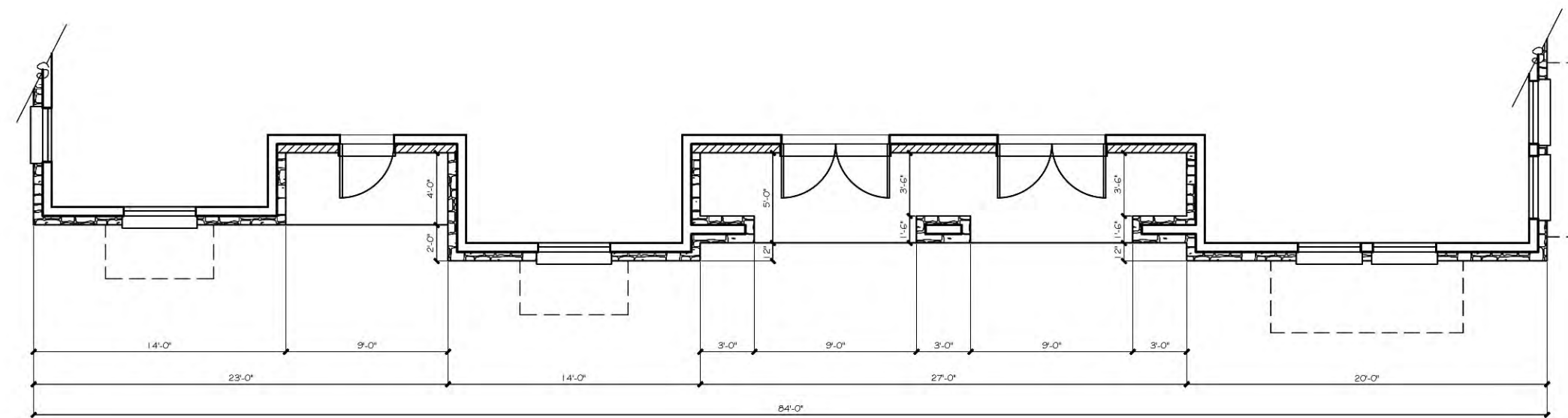
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RIGHT ELEVATION (WEST)
1/8" = 1'-0" scale



FRONT ELEVATION (NORTH)
1/8" = 1'-0" scale



MATERIALS

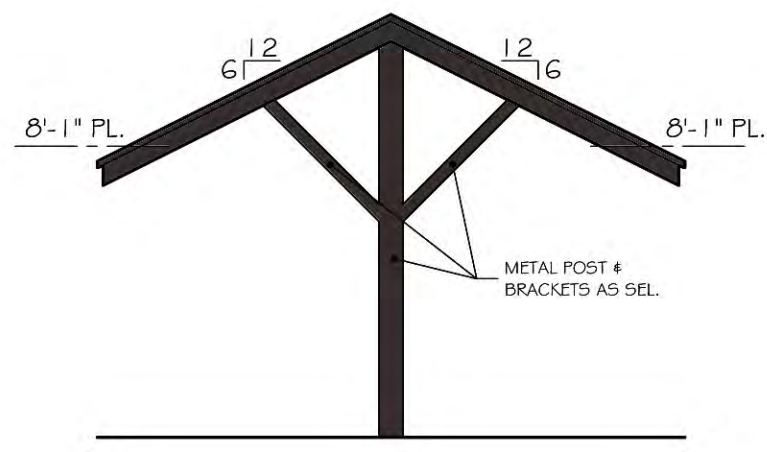
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CONSTRUCTION

V-B SPRINKLERED

OCCUPANCY / USE

O-OFFICE/ GENERAL BUSINESS



CARPORT PROFILE
N.T.S.

REVISED CONCEPTUAL ELEVATION DESIGN

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CLAUSE

DATE: JANUARY 7, 2019
DRAWN BY: C.R.
REVISIONS:
Δ
Δ
Δ

CROSS TIMBERS ARCHITECTS
4315 WINDSOR CENTRE TRAIL STE # 200
FLOWER MOUND, TEXAS 75028
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
**HIGHLAND POINTE PARK
LOT 1, BLOCK A BLDG. 2
FAITH LUTHERAN CHURCH
ADDITION
FLOWER MOUND, TEXAS**

JOB #
18-094

SHEET
FP



**Exhibit “B”
Development Standards**

**Planned Development District – 19 (PD-19)
Highland Pointe Park**

The development on the property comprising approximately 1.75 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

- A. EXHIBITS. The following Exhibits are incorporated into this planned development.
1. Exhibit “C”: Conceptual Site Plan.
 2. Exhibit “D”: Conceptual Landscape Plan.
 3. Exhibit “E”: Conceptual Elevations
- B. PERMITTED USES. The uses listed as Permitted Uses in Retail District (R-2) in the Town’s Zoning Ordinance, except as otherwise listed herein, may be permitted in the areas designated on Exhibit “C” as Retail District (R-2) areas:
1. Auto parts and accessory sales (indoors);
 2. Cleaning/laundry pickup station only;
 3. Cleaning/Laundry shop with pickup station;
 4. Cleaning shop or laundry pickup station;
 5. Convenience store;
 6. Fire station;
 7. Laundry, self-service;
 8. Local utility line;
 9. Mortuary or funeral home;
 10. Plant nursery or garden shop;
 11. Public building, shop or yard;
 12. Railroad track;
 13. Repair Services, limited;
 14. Restaurant, fast food;
 15. Sewage pump station;
 16. Telephone equipment station.
- In addition to uses listed as Permitted Uses in the Retail District (R-2) in the Town’s code of ordinances, the following uses shall be permitted:
1. Kennel (in enclosed building only);
 2. Veterinary hospital (inside pens), subject to section 98-998.
- C. SPECIFIC USES. The uses listed as Specific Uses in the Retail District (R-2) in the Town’s Zoning Ordinance, except as otherwise listed herein, may be permitted only upon approval of a specific use permit by the Town Council in accordance with the procedures and standards of section 98-603, specific use permits in the areas designated on Exhibit “C” as Retail District (R-2) areas.

The following uses that require approval of a specific use permit by the Town Council shall be prohibited in the areas designated on Exhibit "C" as Retail District (R-2) areas

1. Auto repair garage;
2. Car wash, full service;
3. Car wash, self-service;
4. Car wash, automatic;
5. Cleaning/laundry shop with on-site plant;
6. Convenience store with gasoline sales;
7. Motor vehicle fuel service station.

D. TEMPORARY USES. The uses listed as Temporary Uses in the Retail District (R-2) in the Town's Zoning Ordinance may be permitted in areas designated on Exhibit "A" as Retail District (R-2) only upon approval of a temporary use permit in accordance with the procedures and standards of Section 98-604 of the Land Development Code, "Temporary Use Permits".

E. DIMENSIONAL REGULATIONS. The dimensions listed in Section 98-605 of the Town's Zoning Ordinance shall apply except as otherwise herein:

1. Minimum front yard. The minimum front yard shall be sixty feet (60'), subject to section 98-605.
2. Maximum lot coverage. The maximum lot coverage shall be forty percent (40%), subject to section 98-605.
3. Maximum height. The maximum height of buildings and structures shall be two stories (2) or thirty feet (30'), subject to section 98-605.

F. CONCEPT PLAN.

1. Site plan shall comply with the approved Concept Plan, Exhibit "C".

G. LANDSCAPE STANDARDS

1. Landscape shall comply with the approved Concept Landscape Plan (Exhibit "D") and shall be in accordance with the Town's landscape ordinance as amended.
2. A minimum six-foot ornamental metal fence shall be installed along the east property line that is adjacent to Grand Park as shown on Concept Landscape Plan (Exhibit "D").
3. A minimum ten (10) 3-inch caliper trees shall be installed adjacent to the six-foot ornamental metal fencing. The trees must be located within 25-feet measured from the eastern property line.
4. At the time of record plat/replat application, a minimum 10-foot wide pedestrian access easement shall be provided across the subject property in east-west direction, in order to provide future trail connectivity between existing trail within the Grand Park and existing sidewalk along Morriss Road. The applicant shall work with Town staff to determine optimal route for this future trail connection and allow for any fence opening along the east property line to accommodate the trail connection. However, the developer of the subject property shall not be responsible for the construction of this said trail.

H. ARCHITECTURAL STANDARDS

1. Elevations shall comply with the approved Concept Elevations, Exhibit "E".
2. Buildings shall use a combination of brick and stone as primary masonry.

3. The Town's Urban Design Plan shall apply to this development.

I. SUPPLEMENTARY STANDARDS

The following standards shall apply to the veterinary hospital to be located within Building 1.

1. A maximum of 5,000 square feet of fenced yard as shown on the Concept Plan, Exhibit "C" shall be permitted and subject to following conditions.
 - a. Any use of a fenced yard would require minimum of one employee monitor the use of this area.
 - b. There shall be a limitation of 1 employee per 2 animals.
2. Covered Parking as shown on the Concept Plan (Exhibit "C") shall be permitted.
3. Covered Walkway as shown on the Concept Plan (Exhibit "C") shall be permitted.

J. EXCEPTIONS. The following exceptions shall be granted upon the approval of this PD.

1. Compatibility Buffer-Section 82-302.
 - a. Approximately 80 linear feet of six-foot masonry wall requirement along eastern property line that is adjacent to Lot 6, Block A, of the Grand Park Estates shall not be required.
2. Detention Pond (dry).

An exception to the Town's Engineering Design Criteria to allow detention pond to serve this office/retail development.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM MEDIUM DENSITY RESIDENTIAL TO RETAIL ON APPROXIMATELY 1.755 ACRES OF LAND SITUATED IN THE E. SMITH SURVEY, ABSTRACT NUMBER 767, AND BEING PART OF LOT 1, BLOCK A, FAITH LUTHERAN CHURCH OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound 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 Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 1.755 of land situated in the E. Smith Survey, Abstract Number 767, and being part of Lot 1, Block A, Faith Lutheran Church of Flower Mound, has filed an application for a Master Plan Amendment to change the current land use designation from Medium Density Residential to Retail; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on May 13, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 15, 2018, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 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 Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 1.755 acres of land situated in the E. Smith Survey, Abstract Number 767, and being part of Lot 1, Block A, Faith Lutheran Church of Flower Mound, Denton County, Texas, and more fully described in Exhibit "A" hereto.

SECTION 1

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

Approximately 1.755 acres of land situated in the E. Smith Survey, Abstract Number 767, and being part of Lot 1, Block A, Faith Lutheran Church of Flower Mound, Denton County, Texas, and more fully described in Exhibit "A" hereto.

The Office District (O) standards contained within Exhibit "B" of Ordinance No. 26-84, as amended for Planned Development District No. 19 (PD-19), is hereby amended by deleting the standard below in its entirety as related to the subject site:

"Native trees shall be preserved wherever possible and no tree 6 inches in caliper or greater shall be removed unless noted on the site plan and approved by the Town."

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 Nos. 26-84, as amended for Planned Development District No. 19 (PD-19), the Land Development Regulations, and all other applicable and pertinent ordinances of the Town of Flower Mound.

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 19 (PD-19), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 19 (PD-19), as amended.

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 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 "A"
PROPERTY DESCRIPTION

BEING all that certain lot, tract, or parcel of land, situated in the E. Smith Survey, Abstract Number 767, Town of Flower Mound, Denton County, Texas, and being part of Lot 1, Block A, described in deed to Faith Lutheran Church of Flower Mound, recorded in Document Number 94-22015, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1, Block A, and being on the east line of Morriss Road, a called 120 foot Right of Way;

THENCE N 88°55'05" E, with the north line of said Lot 1, Block A, and the south line of Lot 1RA-2, Block A, AMSS Development LP P/S, recorded in Document Number 97-79956, Official Records, Denton County, Texas, a distance of 251.68 feet, to the northeast corner of said Lot 1, Block A, and the northwest corner of Grand Park Estates, recorded in Document Number 2002-96518, Official Records, Denton County, Texas;

THENCE S 14°48'19" E, with the east line of said Lot 1, Block A, and the west line of said Grand Park Estates, a distance of 277.96 feet;

THENCE S 87°32'57" W, a distance of 307.97 feet, to the east line of said Morriss Road, and the west line of said Lot1, Block A;

THENCE N 02°27'03" W, with the east line of said Morriss Road, and the west line of said Lot 1, Block A, a distance of 81.49 feet;

THENCE northwesterly with the east line of said Morriss Road, and the west line of said Lot 1, Block A, with a curve to the left, having a radius of 5784.58 feet, a central angle of 1°56'32", an arc length of 196.09', and whose chord bears N 03°25'19" W a distance of 196.08 feet to the **POINT OF BEGINNING** and containing approximately 1.755 acres of land.

**Exhibit “B”
Development Standards**

**Planned Development District – 19 (PD-19)
Highland Pointe Park**

The development on the property comprising approximately 1.75 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:

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6. Fire station;
7. Fraternal club or lodge;
8. Hardware store;
9. Laundry, self-service;
10. Local utility line;
11. Mortuary or funeral home;
12. Plant nursery or garden shop;
13. Public building, shop or yard;
14. Railroad track;
15. Repair Services, limited;
16. Restaurant, fast food;
17. Restaurant, general
18. Sewage pump station;
19. Telephone equipment station.

In addition to uses listed as Permitted Uses in the Retail District (R-2) in the Town’s code of ordinances, the following uses shall be permitted:

1. Kennel (in enclosed building only);
2. Veterinary hospital (inside pens), subject to section 98-998.

- C. SPECIFIC USES. The uses listed as Specific Uses in the Retail District (R-2) in the Town's Zoning Ordinance, except as otherwise listed herein, may be permitted only upon approval of a specific use permit by the Town Council in accordance with the procedures and standards of section 98-603, specific use permits in the areas designated on Exhibit "C" as Retail District (R-2) areas.

The following uses that require approval of a specific use permit by the Town Council shall be prohibited in the areas designated on Exhibit "C" as Retail District (R-2) areas:

1. Auto repair garage;
2. Car wash, full service;
3. Car wash, self-service;
4. Car wash, automatic;
5. Cleaning/laundry shop with on-site plant;
6. Convenience store with gasoline sales;
7. Motor vehicle fuel service station;
8. Parking structure, commercial;
9. Retail, single tenant (25,000 square feet but less than 50,000 square feet)
10. Retail, single tenant (50,000 square feet but less than 75,000 square feet)
11. Water well, storage or pump station

- D. TEMPORARY USES. The uses listed as Temporary Uses in the Retail District (R-2) in the Town's Zoning Ordinance may be permitted in areas designated on Exhibit "A" as Retail District (R-2) only upon approval of a temporary use permit in accordance with the procedures and standards of Section 98-604 of the Land Development Code, "Temporary Use Permits".

- E. DIMENSIONAL REGULATIONS. The dimensions listed in Section 98-605 of the Town's Zoning Ordinance shall apply except as otherwise herein:

1. Minimum front yard. The minimum front yard shall be sixty feet (60'), subject to section 98-605.
2. Maximum lot coverage. The maximum lot coverage shall be forty percent (40%), subject to section 98-605.
3. Maximum height. The maximum height of buildings and structures shall be two stories (2) or thirty feet (30'), subject to section 98-605.

- F. CONCEPT PLAN.

1. Site plan shall comply with the approved Concept Plan, Exhibit "C".

- G. LANDSCAPE STANDARDS

1. Landscape shall comply with the approved Concept Landscape Plan (Exhibit "D") and shall be in accordance with the Town's landscape ordinance as amended.
2. A minimum six-foot ornamental metal fence shall be installed along the east property line that is adjacent to Grand Park as shown on Concept Landscape Plan (Exhibit "D").
3. A minimum ten (10) 3-inch caliper trees shall be installed adjacent to the six-foot ornamental metal fencing. The trees and shrubs must be located within 25-feet measured from the eastern property line.
4. At the time of record plat/replat application, a minimum 10-foot wide pedestrian access easement shall be provided across the subject property in east-west direction, in order to

provide future trail connectivity between existing trail within the Grand Park and existing sidewalk along Morriss Road. The applicant shall work with Town staff to determine optimal route for this future trail connection and allow for any fence opening along the east property line to accommodate the trail connection. However, the developer of the subject property shall not be responsible for the construction of this said trail.

5. Addition of parking spaces shall not be permitted within the area located directly east of Building 2 that is currently indicated as green space on the approved Concept Landscape Plan (Exhibit "D").

H. ARCHITECTURAL STANDARDS

1. Elevations shall comply with the approved Concept Elevations, Exhibit "E".
2. Buildings shall use a combination of brick and stone as primary masonry.
3. The Town's Urban Design Plan shall apply to this development.

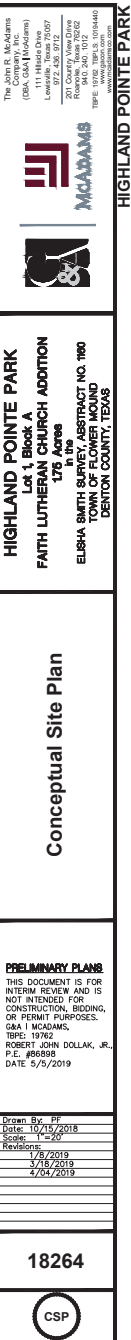
I. SUPPLEMENTARY STANDARDS

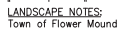
The following standards shall apply to the veterinary hospital to be located within Building 1.

1. A maximum of 5,000 square feet of fenced yard as shown on the Concept Plan, Exhibit "C" shall be permitted and subject to following conditions.
 - a. Any use of a fenced yard would require minimum of one employee monitor the use of this area.
 - b. There shall be a limitation of 1 employee per 2 animals.
2. Covered Parking as shown on the Concept Plan (Exhibit "C") shall be permitted.
3. Covered Walkway as shown on the Concept Plan (Exhibit "C") shall be permitted.

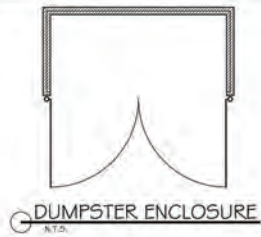
J. EXCEPTIONS. The following exceptions shall be granted upon the approval of this PD.

1. Compatibility Buffer-Section 82-302.
Approximately 80 linear feet of six-foot masonry wall requirement along eastern property line that is adjacent to Lot 6, Block A, of the Grand Park Estates shall not be required.
2. Detention Pond (dry).
An exception to the Town's Engineering Design Criteria to allow detention pond to serve this office/retail development.





- OWNER/DEVELOPER**
CHRIS CARMICHAEL
2250 JUSTIN RD, SUITE 140
HIGHLAND VILLAGE, TX
Ph. 334-332-8367
Contact: CHRIS CARMICHAEL



EXTERIOR MATERIALS LEGEND

	STONE: AUSTIN CHALK
	BRICK: FORTERRA V224
	HS SIDING & TRIM: COBBLESTONE
	FASCIA & SOFFITS: BALANCED BEIGE
	WINDOW & DOOR FRAMING: DARK BRONZE
	METAL STANDING SEAM: DARK BRONZE
	COMPOSITE SHINGLES: SABLEWOOD
	METAL AWNINGS: DARK BRONZE

MATERIAL TABULATION CHART

	South	North	East	West
1. Total Facade S.F.	1563 s.f.	1004 s.f.	806 s.f.	1005 s.f.
2. Facade S.F. (Excludes all doors and windows)	1109 s.f.	901 s.f.	656 s.f.	805 s.f.
3. Doors and Windows S.F.	254 s.f.	103 s.f.	150 s.f.	200 s.f.
4. Primary Masonry (Total Sides, 20%)	1054 s.f. and 50% of 2	901 s.f. and 100% of 2	601 s.f. and 92% of 2	805 s.f. and 100% of 2
Brick s.f. (see applicable)	216 s.f. and 19% of 2	727 s.f. and 81% of 2	410 s.f. and 63% of 2	200 s.f. and 25% of 2
Stone s.f. (see applicable)	838 s.f. and 78% of 2	174 s.f. and 19% of 2	191 s.f. and 23% of 2	605 s.f. and 75% of 2
5. Secondary Masonry (Total Sides, 20%)	55 s.f. and 5% of 2	0 s.f. and 0% of 2	55 s.f. and 6% of 2	0 s.f. and 0% of 2
6. Handicap s.f. (see applicable)	55 s.f. and 5% of 2	0 s.f. and 0% of 2	55 s.f. and 6% of 2	0 s.f. and 0% of 2

NOTES:

- Any discrepancies must be brought to the architect's attention for review prior to the start of construction.
- Refer to all local codes for permitting, setbacks, & electrical requirements.
- Builder to verify all notes & dimensions prior to construction.

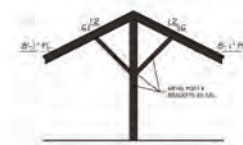


KEY PLAN
NO SCALE

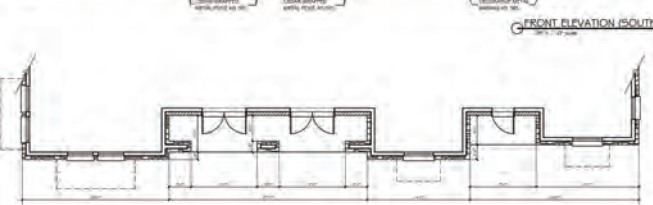
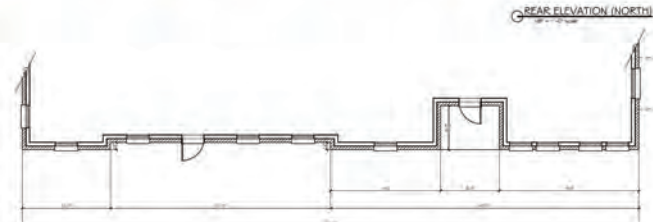
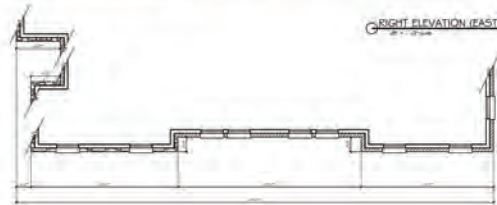
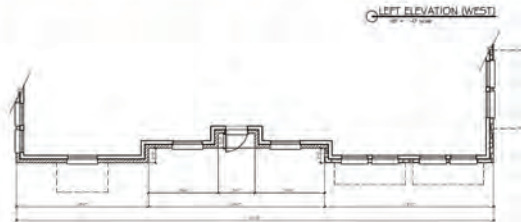


MATERIALS

- ROOFING: METAL SHINGLES (STEEL OR ALUMINUM) (COLOR: SABLEWOOD)
- BRICK: BALANCED BEIGE (FORTERRA V224)
- STONE: AUSTIN CHALK (COLOR: BALANCED BEIGE)
- SIDING: COBBLESTONE (COLOR: BALANCED BEIGE)
- FASCIA AND SOFFITS: BALANCED BEIGE
- WINDOWS: 100% (COLOR: BALANCED BEIGE)
- ENTRY DOORS: 100% (COLOR: BALANCED BEIGE)
- CONSTRUCTION: V-8 SPRINKLERED
- OCCUPANCY / USE: OFFICE GENERAL BUSINESS



CARPORT PROFILE



REVISED CONCEPTUAL ELEVATION DESIGN

DATE: JANUARY 7, 2019
DRAWN BY: C.R.
REVISIONS: Δ Δ Δ

CROSS TIMBERS ARCHITECTS
4815 WINDSOR CENTRE TRAIL, SUITE 200
FLOWER MOUND, TEXAS 75026
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
HIGHLAND POINTE PARK
LOT 1, BLOCK A, BLDG. 1
FAITH LUTHERAN CHURCH
ADDITION

JOB #
18-094

SHEET
FP

EXTERIOR MATERIALS LEGEND

	STONE: AUSTIN CHALK
	BRICK: FORTERRA V224
	HB SIDING & TRIM: COBBLESTONE
	FASCIA & SOFFITS: BALANCED BEIGE
	WINDOW & DOOR FRAMING: DARK BRONZE
	METAL STANDING SEAM: DARK BRONZE
	COMPOSITE SHINGLES: SABLEWOOD
	METAL AWNINGS: DARK BRONZE

MATERIAL TABULATION CHART

	North	South	West	East
1. Total Facade S.F.	1523 s.f.	1094 s.f.	1005 s.f.	606 s.f.
2. Facade S.F. (exclusive of doors and windows)	1109 s.f.	901 s.f.	805 s.f.	456 s.f.
3. Doors and Windows S.F.	234 s.f.	183 s.f.	200 s.f.	150 s.f.
4. Primary Masonry (Total Sides, 50%)	1054 s.f. and 95% of 2	901 s.f. and 100% of 2	805 s.f. and 100% of 2	601 s.f. and 92% of 2
Brick s.f. (see applicable)	216 s.f. and 19% of 2	727 s.f. and 81% of 2	302 s.f. and 25% of 2	410 s.f. and 62% of 2
Stone s.f. (see applicable)	838 s.f. and 76% of 2	174 s.f. and 19% of 2	503 s.f. and 75% of 2	191 s.f. and 29% of 2
5. Secondary Masonry (Total Sides, 50%)	55 s.f. and 5% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	55 s.f. and 8% of 2
6. Handwork s.f. (see applicable)	55 s.f. and 5% of 2	0 s.f. and 0% of 2	0 s.f. and 0% of 2	55 s.f. and 8% of 2

NOTES:

- Any discrepancies must be brought to the architect's attention for review prior to the start of construction.
- Refer to all local codes for painting, maintenance, & electrical requirements.
- Builder to verify all notes & dimensions prior to construction.

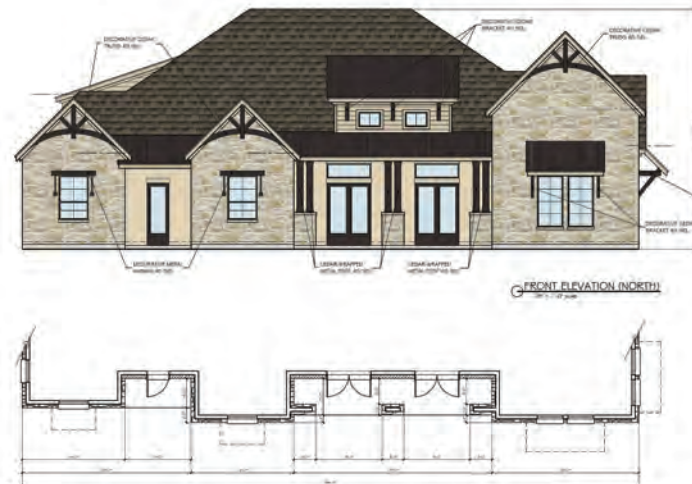
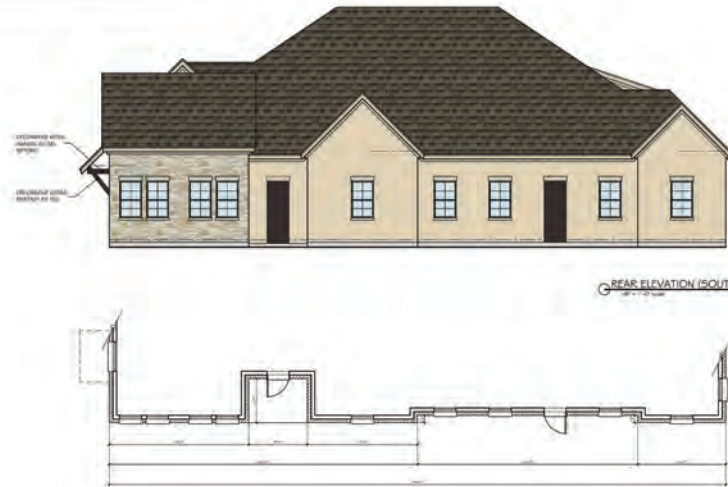
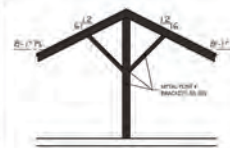


KEY PLAN
NO SCALE



MATERIALS

- ROOFING: METAL SHINGLED TRUSS ROOF BRICK COMPOSITE SHINGLES - SABLEWOOD
 - BRICK: BALANCE BEIGE FORTERRA V224, ACCENT: FORD DUFF MASON
 - STONE: JENSEN ALDER GROUP, ACCENT: FORD DUFF MASON
 - SIDING: (HOUSE SIDING SEAM) & TRIM COMPOSITE - COBBLESTONE
 - DECORATIVE METAL AWNINGS: (HOUSE SIDE) FORD DUFF MASON
 - FASCIA AND SOFFITS (SHADE BOARD): BROWN BRICK, TRIM: BALANCE BEIGE
 - WINDOWS: INTERIOR: 100% WHITE, EXTERIOR: WHITE
 - ENTRY DOORS: INTERIOR: WHITE DOOR, EXTERIOR: WHITE DOOR
- CONSTRUCTION
V-6 SPRINKLERED
OCCUPANCY / USE
OFFICE GENERAL BUSINESS



REVISED CONCEPTUAL ELEVATION DESIGN

DATE: JANUARY 7, 2019
DRAWN BY: C.R.
REVISIONS:
Δ Δ Δ Δ

CROSS
TIMBERS
ARCHITECTS
4815 WINDSOR CENTRE TRL, SUITE 400
FLOWER MOUND, TEXAS 75026
PHONE: (972) 355-7754

PRELIMINARY
NOT FOR
CONSTRUCTION

A CUSTOM PROJECT FOR:
HIGHLAND POINTE PARK
LOT 1, BLOCK A, BLDG. 2
FAITH LUTHERAN CHURCH
ADDITION

JOB #
18-094

SHEET
FP



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: July 15, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Consider a request for a Development Plan (DP19-0002 – Magnolia Court) to develop a residential subdivision. The property is generally located north of Spinks Road and west of Gerault Road. *(The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its June 24, 2019, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the meeting, the Commission discussed some pedestrian safety concerns where the Town trail dead ends near Gerault Road.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Development Plan

LEGAL REVIEW: N/A

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

PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 2

REGULAR ITEM

DATE: June 24, 2019

FROM: Richard Brown, Senior Planner

ITEM: **Consider a request for a Development Plan (DP19-0002 – Magnolia Court) to develop a residential subdivision. The property is generally located north of Spinks Road and west of Gerault Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The focus of this application is to obtain approval for a residential subdivision containing approximately 14.802 acres, spanning two tracts:

Tract 1 - 29 buildable lots, two x-lots, and the development's ingress/egress point along the Sweetwater Lane frontage.

Tract 2 - This tract will serve to provide infrastructure for drainage (detention and retention) and utilities (x-lot).

On December 17, 2018, the Town Council approved a request for rezoning (ZPD18-0018 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) uses with certain exceptions and modifications to the Code of Ordinances [see Attachment A(3)].

The development plan depicts required setbacks, buffers, and detail related to connectivity to the Town's eight-foot-wide multi-use trail from the site's Gerault Road frontage. Specifically, the trail connection will traverse from east to west within the property's boundary.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. PD-168 Ordinance

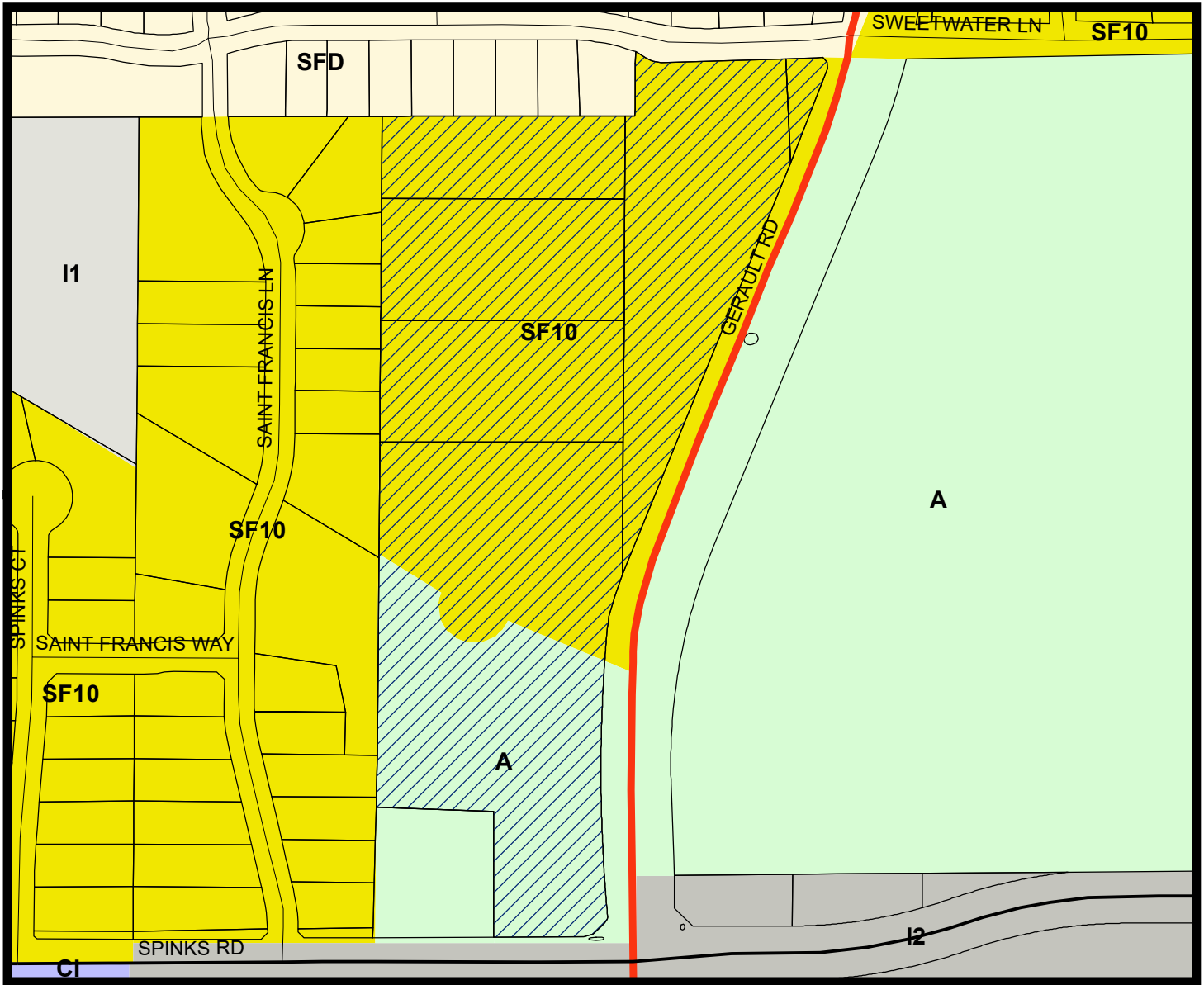
B. Application Details

1. Development Plan Package



Vicinity Map

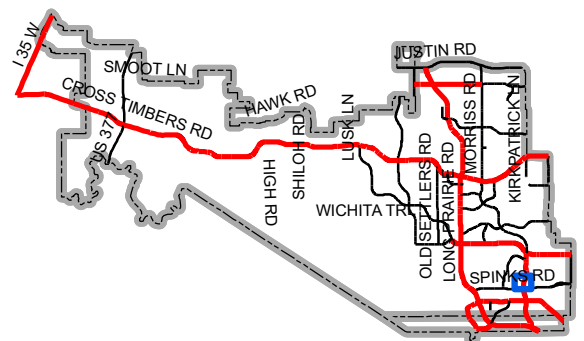
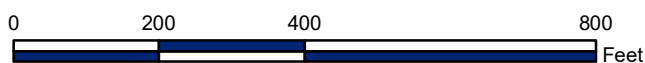
Reference Project: DP19-0002



LEGEND

- Agriculture
- Industrial 1
- Industrial 2
- Single Family 10
- Single Family Density

— Subject Property



Map Location



01/28/2019

Richard Brown
Town of Flower Mound – Senior Planner
1001 Cross Timbers Road
Flower Mound, Texas 75028

Magnolia Court Letter of Intent

Mr. Brown,

Magnolia Court criteria for the record plat submittal is shown below:

- A. The Magnolia Court is zoning PD with Single Family District-10 zoning.
- B. The Magnolia Court consists of 14.802 acres of land.
- C. The Magnolia Court will have 29 residential lots and 3 common areas.
- D. The project does have an approved zoning development plan. (ZPD18-0008)
- E. The Magnolia Court development will be constructed in one phase.
- F. No special considerations.

If there are any additional questions, please reach out to me.

Email: cwall@jbipartners.com

Phone: 972-738-0212

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Wall", written over a light blue horizontal line.

Chris Wall, PE

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. 42-18

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 14.802 ACRES OF LAND SITUATED IN THE W. H. GIBSON SURVEY, ABSTRACT NO. 464, AND THE M. L. COWAN SURVEY, ABSTRACT NO. 1637, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 168 (PD-168) WITH SINGLE-FAMILY DISTRICT-10 (SF-10) USES AND AGRICULTURAL DISTRICT (A) USES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 14.802 acres of land situated in the W. H. Gibson Survey, Abstract No. 464, and the M. L. Cowan Survey, Abstract No. 1637, have filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) to Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) uses and Agricultural District (A) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on November 12, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on December 17, 2018, with respect to the planned development district described herein; and,

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

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

SECTION 1

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

Approximately 14.802 acres of land situated in the W. H. Gibson Survey, Abstract No. 464, and the M. L. Cowan Survey, Abstract No. 1637, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) uses and Agricultural District (A) uses.

SECTION 2

The development standards, conceptual site plan, and conceptual landscape plan of the proposed Planned Development District No. 168 (PD-168), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, and conceptual landscape plan for this Planned Development District No. 168 (PD-168).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved planned development district, as set forth above.

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 17TH DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon

STEVE DIXON, MAYOR

ATTEST:

Theresa Scott

Theresa Scott, TOWN SECRETARY

EXHIBIT A

LEGAL DESCRIPTION - ZONING

BEING that parcel of land located in the Town of Flower Mound, Denton County, Texas, a part of the W. H. Gibson Survey, Abstract Number 464, a part of the M. L. Cowan Survey, Abstract Number 1637, being an undivided 50% interest in the remainder of a called 10.1097 acre tract of land described in a deed to Patti Colwell, as recorded in Document Number 2014-2165, Deed Records of Denton County, Texas, (D.R.D.C.T.), being an undivided 50% interest in the remainder of a called 10.1097 acre tract of land described in a deed to Michael F. Hensley, as recorded in Document Number 2014-2164, (D.R.D.C.T.), being all of that called 2.00 acre tract of land described in a deed to Michael F. Hensley, as recorded in Volume 1239, Page 682, (D.R.D.C.T.), being all of that called 2.00 acre tract of land described in a deed to Pattie Colwell McLendon, as recorded in Volume 1239, Page 686, (D.R.D.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 10.1097 acre tract of land, said point being the northeast corner of Lot 15, Block B of Belle Strada Addition, an addition to the Town of Flower Mound, as recorded in Document Number 2011-137, Plat Records of Denton County, Texas, (P.R.D.C.T.) and said point being in the south line of Lot 4, Block F of Cedar Bluff, Phase I Addition, an addition to the Town of Flower Mound, as recorded in Cabinet L, Page 338, (P.R.D.C.T.);

THENCE North 89 degrees 41 minutes 41 seconds East, 416.61 feet with the south line of said Block F to the southeast corner of Lot 9 of said Block F;

THENCE North 00 degrees 11 minutes 26 seconds East, 88.56 feet with the east line of said Lot 9 to a one-half inch iron rod with cap stamped "ASC" found in the south right-of-way line of Sweetwater Lane (a variable width right-of-way at this point);

THENCE North 87 degrees 54 minutes 55 seconds East, 330.74 feet with the south right-of-way line of Sweetwater Lane to a one-half inch iron rod with cap stamped "ASC" found at the northeast corner of said 10.1097 acre tract of land, said point being in the west right-of-way line of Gerault Road (a 120 foot wide right-of-way);

THENCE with the west right-of-way line of Gerault Road as follows:

Southwesterly, 121.98 feet along a non-tangent curve to the right having a central angle of 07 degrees 26 minutes 05 seconds, a radius of 940.00 feet, a tangent of 61.07 feet, and whose chord bears South 18 degrees 36 minutes 22 seconds West, 121.89 feet to a one-half inch iron rod with cap stamped "ASC" found for corner;

South 22 degrees 19 minutes 25 seconds West, 711.95 feet to a one-half inch iron rod with cap stamped "ASC" found for corner;

Southwesterly, 451.30 feet along a curve to the left having a central angle of 24 degrees 23 minutes 38 seconds, a radius of 1,060.00 feet, a tangent of 229.12 feet, and whose chord bears South 10 degrees 07 minutes 47 seconds West, 447.90 feet to a nail found for corner;

South 02 degrees 04 minutes 02 seconds East, 206.32 feet to a one-half inch iron rod with cap stamped "ASC" found in the north line of a called 0.276 acre tract of land described in a deed to the Town of Flower Mound, as recorded in Document Number 2006-140647 (D.R.D.C.T.), said point being in the north right-of-way line of Spinks Road (a variable width right-of-way at this point);

THENCE with the north right-of-way line of Spinks Road as follows:

South 43 degrees 35 minutes 51 seconds West, 55.91 feet to a one-half inch iron rod with cap stamped "ASC" found in the north right-of-way line of Spinks Road (a 90 foot wide right-of-way at this point);

South 89 degrees 15 minutes 43 seconds West, 144.53 feet with the north right-of-way line of Spinks Road to a one-half inch iron with cap stamped "ASC" found for corner in the east line a called 0.982 acre tract of land described in a deed to Curt and Peggy Pool, as recorded in Volume 1591, Page 491, (D.R.D.C.T.);

THENCE North 00 degrees 07 minutes 34 seconds East, 204.81 feet to the northeast corner of said Pool tract of land;

THENCE North 87 degrees 39 minutes 45 seconds West, 197.60 feet to a one-half inch iron with cap stamped "ASC" found at the northwest corner of said Pool tract of land, said point being in the east line of said Bella Strada Addition;

THENCE North 00 degrees 39 minutes 46 seconds East, 1,147.95 feet with the east line of said Bella Strada Addition to the POINT OF BEGINNING and containing 644,768 square feet or 14.802 acres of land.

The bearings shown hereon are based on Texas State Plane Coordinate System North Central Zone (NAD 83, U.S. Feet with a combined scale factor of 1.00015063.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

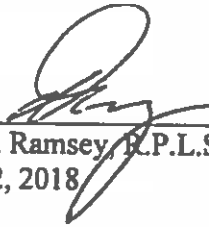

Dan B. Ramsey, P.L.S. No. 4172
July 12, 2018



Exhibit "B"**Development Standards****Planned Development District No. 168 (PD-168)****Magnolia Court**

The development on the property comprising approximately 14.802 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-168 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

A. Exhibits.

The following exhibits are incorporated into this Planned Development District:

1. Exhibit C: Conceptual Site Plan.
2. Exhibit D: Conceptual Landscape Plan.

B. Uses.

Development of Magnolia Court, comprising approximately 14.802 acres of land, shall comply with all regulations applicable to the Single Family Residential District-10 (SF-10) and the Agricultural District (A) contained in the Town's Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

1. Permitted Uses-Tract 1 and Tract 2. Only the following permitted uses shall be allowed, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to section 98-972;
 - c. Garage Sale, subject to section 98-982;
 - d. Home occupation, subject to section 98-984;
 - e. Model home (Tract 1, only); and,
 - f. Swimming pool, private.
2. Specific Uses-Tract 1 and Tract 2. No specific uses requiring the issuance of a specific use permit shall be allowed.
3. Temporary Uses-Tract 1 and Tract 2. Only the following temporary uses shall be allowed subject to approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

- a. Asphalt/concrete batch plant, temporary, subject to section 98-974;
- b. Field office, temporary;
- c. Sales trailer, temporary, subject to section 98-993 (Tract 1, only); and,
- d. Temporary special event, subject to section 98-976.

C. Minimum and maximum dimensions.

1. Tract 1.

- a. Minimum lot area per dwelling. The minimum lot area shall be 10,000 square feet, subject to section 98-1023.
- b. Minimum lot width. The minimum lot width shall be 80 feet, subject to section 98-1024.
- c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.
- d. Minimum front yard.
 - i. Except as provided in this paragraph, the minimum front yard setback shall be 25 feet, subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is 15 feet.
 - ii. A front entry garage shall be set back a minimum of 25 feet from the front property line.
 - iii. Porches may encroach a maximum of eight feet into the front yard.
 - iv. Fences shall not extend into the front yard beyond the front façade of the residential dwelling.
- e. Minimum side yard. The minimum side yard shall be ten feet, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard shall be 25 feet, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage shall be 40 percent, subject to section 98-1029.
- h. Maximum floor area ratio. There shall be no maximum floor area requirement.
- i. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.

2. Tract 2.

- a. Minimum lot area per dwelling. The minimum lot area shall be two acres (87,120 square feet), subject to section 98-1023.
- b. Minimum lot width. The minimum lot width shall be 200 feet, subject to section 98-1024.
- c. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.
- d. Minimum front yard.
 - i. Except as provided in this paragraph, the minimum front yard setback shall be 40 feet, subject to section 98-1026. Minimum setback for corner lots must match the front yard setback for key lots. Minimum setback for non-key lots is fifteen feet 15 feet.
- e. Minimum side yard. The minimum side yard shall be 25 feet, subject to section 98-1027.
- f. Minimum rear yard. The minimum rear yard shall be 20 feet, subject to section 98-1028.
- g. Maximum lot coverage. The maximum lot coverage shall be 25 percent, subject to section 98-1029.
- h. Maximum floor area ratio. There shall be no maximum floor area requirement.
- i. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.

D. Landscape Standards.

Landscaping shall be in accordance with the Town's landscape ordinance as amended, and the Town's Urban Design Plan except as otherwise provided and/or limited herein.

1. Tract 1-Front Yard Trees.

- a. At least one canopy street tree shall be required in the front yard of each lot. The tree shall be located within five feet of street right-of-way and be placed within the property boundary area of the lot, subject to compliance with Division 3-Visual Clearances, Section 82-161 of the Town Code. No trees are permitted within the parkway.
- b. Front yard trees shall be a minimum three and one-half inches in diameter, measured 12 inches from the root ball, when planted. The planting of said tree shall take place in conjunction with the construction of the single family dwelling.

- c. The following trees shall be the only trees allowed to be used as street trees due to their tap root structure versus a horizontal root structure. Southern Live Oak, Shumard Oak, Texas Red Oak, Cedar Elm, Lace Bark Elm, Bald Cypress, and Texas Ash.

2. Tract 1-Front Yard Landscaping.

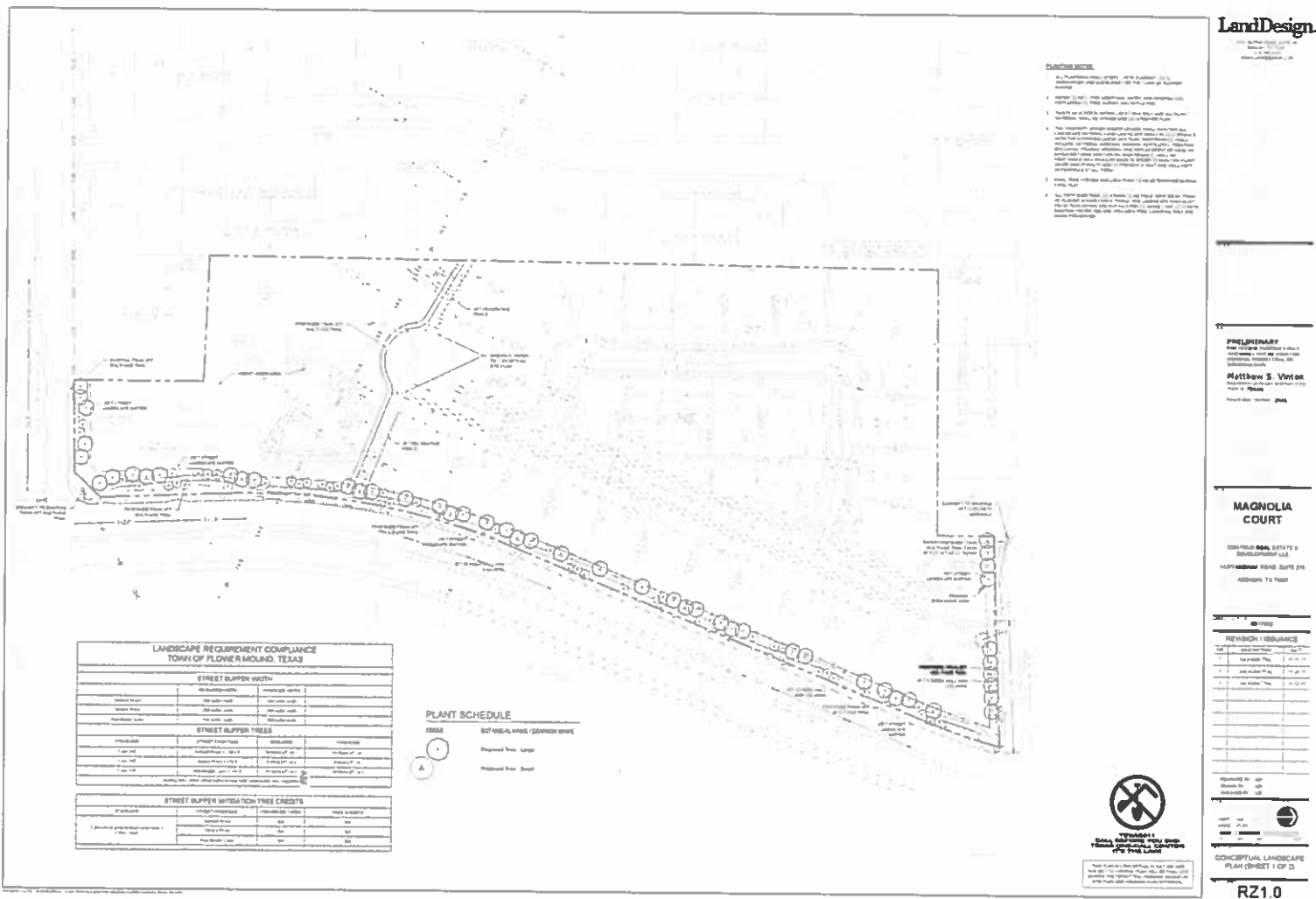
- a. A minimum of 75 percent of the permeable area within the front yard shall be planted with grass.
- b. A minimum of 25 percent of the permeable area within the front yard shall be planted with other materials such as groundcovers, shrubs, perennial and/or annual plantings, or other similar landscape plantings.

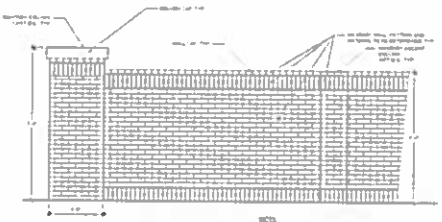
E. Trail Requirements.

1. Gerault Road Trail. There shall be a minimum eight-foot-wide multi-purpose trail along the Gerault Road frontage as required by the *Parks & Trails Master Plan*.
2. Sweetwater Lane Trail.
 - a. There shall be a minimum eight-foot-wide (tapering to four-foot-wide to connect with existing off-site sidewalk) multi-purpose trail along the Sweetwater Lane frontage as required by the *Parks & Trails Master Plan*.
3. Spinks Road Trail. The existing eight-foot-wide multi-purpose trail along the Spinks Road frontage shall be maintained as required by the *Parks & Trails Master Plan*.

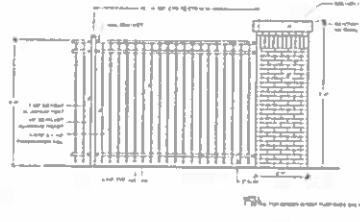
F. Supplemental Standards.

1. Tract 1. Maximum number of buildable lots shall be 29.
2. Tract 1. Alleys shall not be required.
3. Minimum unobstructed sidewalk width is four feet.
4. All landscaping and common area shall be in general conformance with Exhibit "D".
5. Required fencing where a residential lot abuts an open space area shall be installed in general conformance with Exhibit "D".
6. All landscaping and common area/open space shall be in general conformance with the conceptual landscape plan with Exhibit "D".
7. Development shall include all of the improvements as depicted on Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.

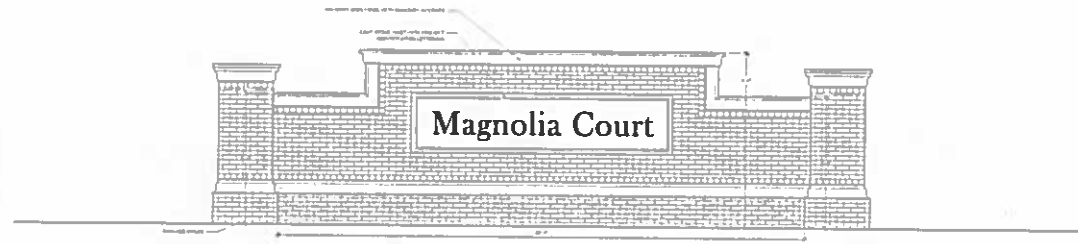




1 SCREENWALL AND COLUMN
R22.0 ELEVATION



2 DECORATIVE FENCE
R22.0 SECTION



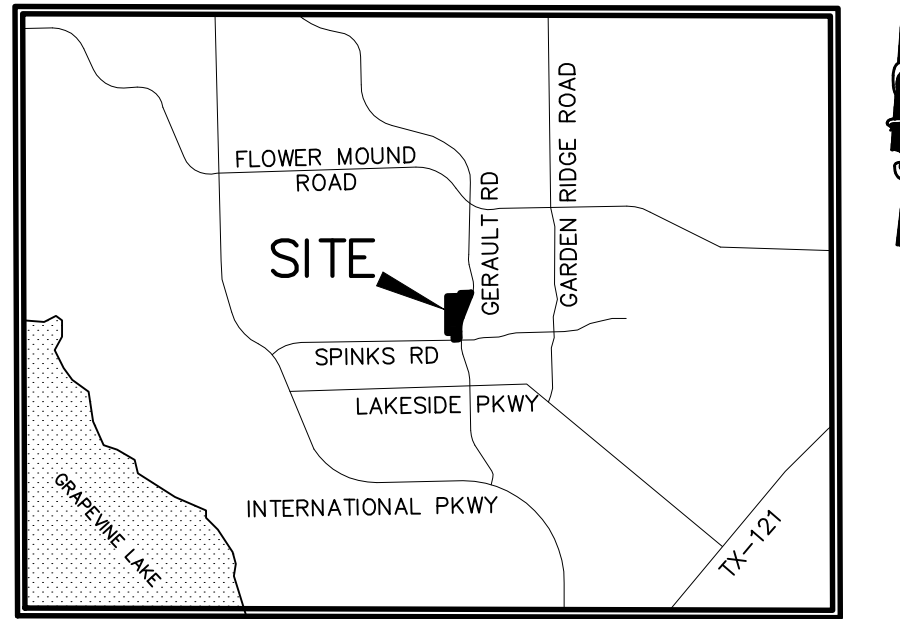
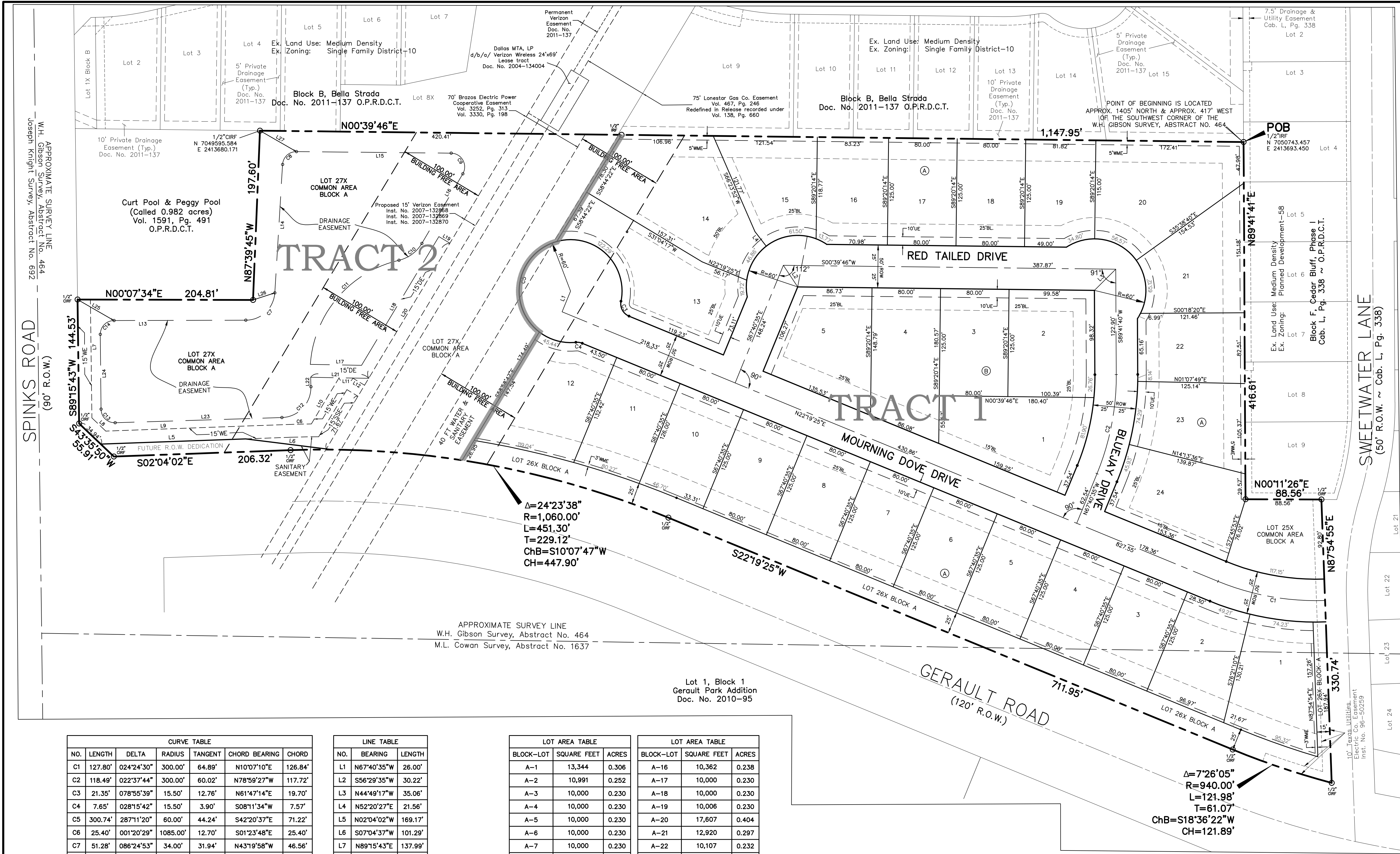
3 PRIMARY MONUMENT SIGN
R22.0 ELEVATION

PRELIMINARY
This drawing is preliminary and is not for construction. It is for informational purposes only. It is not to be used for any other purpose without the written consent of LandDesign.
Matthew S. Vinton
Project Manager

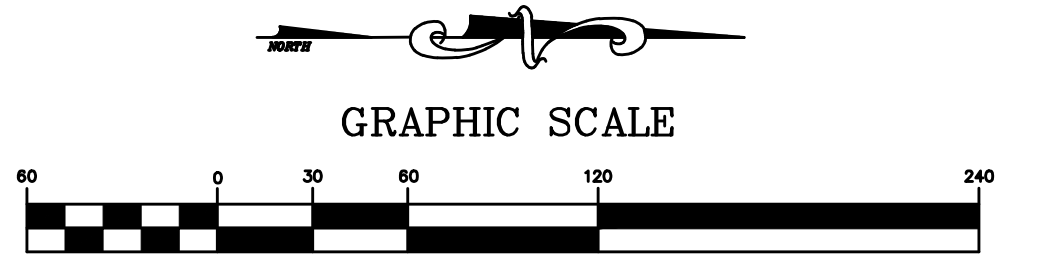
MAGNOLIA COURT
Site Plan, Mass. Site Plan & Surroundings, L.A.
Landscape Architect, L.A.
Address: 10000

REVISION / CHANGE	
1	10/1/2011
2	10/1/2011
3	10/1/2011
4	10/1/2011
5	10/1/2011
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99	10/1/2011
100	10/1/2011

CONCEPTUAL LANDSCAPE
PLAN (SHEET 2 OF 2)
R22.0



LOCATION MAP
NOT TO SCALE



(IN FEET)
1 inch = 60 ft.

LEGEND

- POINT OF BEGINNING
IRON ROD FOUND
SQUARE FEET
25'x25' VISIBILITY EASEMENT
WALL MAINTENANCE EASEMENT
EXISTING
DOCUMENT NUMBER
DEED RECORDS DENTON COUNTY TEXAS
PUBLIC RECORDS DENTON COUNTY TEXAS
RIGHT-OF-WAY
DRAINAGE EASEMENT
UTILITY EASEMENT

NOTES:

- "NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
- PROPOSED DEVELOPMENT SHALL BE ONE PHASE.
- STORMWATER DRAINAGE WILL BE CONVEYED FROM THE LOTS TO THE STREETS. ONCE WITHIN THE STREETS DRAINAGE WILL BE COLLECTED IN INLETS AND THEN CONVEYED THROUGH STORM SEWER PIPES UNTIL THEY REACH THE DETENTION BASIN (LOT 36X, BLOCK A). THE DETENTION BASIN WILL RELEASE STORM WATER FLOWS AT OR BELOW EXISTING CONDITIONS UNLESS THE CITY AND EXISTING INFRASTRUCTURE ALLOW FOR HIGHER RELEASES.
- ALL RIGHTS-OF-WAY ARE 50' UNLESS OTHERWISE INDICATED HEREON.
- ALL COMMON AREA X-LOTS ARE UNBUILDABLE AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- FINAL UTILITY EASEMENTS TO BE DETERMINED AT THE TIME OF FINAL PLATTING.
- THIS PROPERTY IS OUT OF THE 100-YEAR FLOODPLAIN.
- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIAL AND COLORS WITHIN THIS DEVELOPMENT.

RESIDENTIAL LOT CRITERIA (PER ZONING)		
DEV. STANDARDS	PROP. TRACT 1 SF-10 DISTRICT	PROP. TRACT 2 AGRICULTURAL DISTRICT
MIN. LOT AREA	10,000 S.F.	87,120 S.F.
MIN. LOT WIDTH	80 FT.	200 FT.
MIN. FLOOR AREA/UNIT	1,800 S.F.	1,800 S.F.
MIN. FRONT YARD	25 FT.	40 FT.
MIN. SIDE YARD	10 FT.	25 FT.
MIN. REAR YARD	25 FT.	20 FT.
MAX LOT COVERAGE	40%	25 %
MAX. HEIGHT (STORIES/FT)	3 STORIES/35 FT.	3/35 FT.
MAX. FLOOR AREA RATIO	NO MAXIMUM	NO MAXIMUM

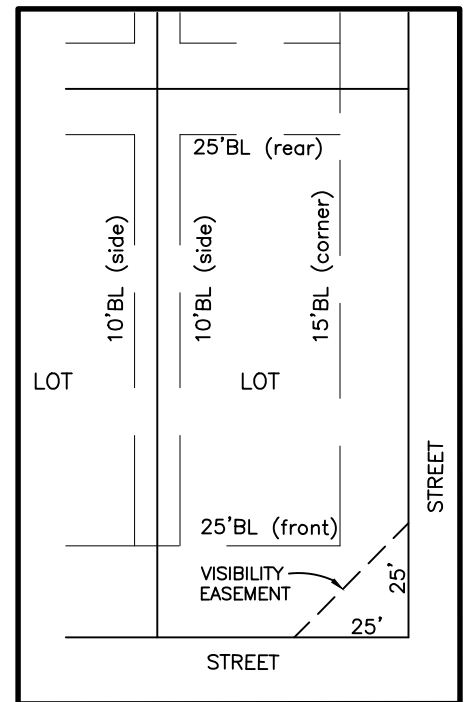
DEVELOPMENT PLAN

MAGNOLIA COURT

LOTS 1-24, BLOCK A
LOTS 1-5, BLOCK B
LOTS 25X, 26X, AND 27X BLOCK A

14.802 ACRES OUT OF THE
W.H. GIBSON, ABSTRACT NUMBER 464
AND
M.L.COWAN SURVEY, ABSTRACT NO. 1637

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



TYPICAL LOT SETBACKS
AND EASEMENTS
(n.t.s.)

MASTER PLAN FEATURES

- LAND USE PLAN: MEDIUM DENSITY
URBAN DESIGN PLAN: N/A
PARKS AND TRAILS: GERAULT PARK TO THE EAST
PAVED MULTI-USE TRAIL ALONG SPINKS ROAD,
GERAULT ROAD AND POWERLINE EASEMENT,
8' MULTI-USE TRAIL ALONG SWEETWATER LANE
N/A
OPEN SPACE PLAN: SPINKS ROAD: URBAN MINOR ARTERIAL (90' ROW)
GERAULT ROAD: MAJOR ARTERIAL (120' ROW)
THOROUGHFARE PLAN: EAST PRESSURE PLANE
WATER PLAN: 12" WATER LINE ALONG GERAULT ROAD AND
SPINKS ROAD
WASTEWATER PLAN: BAKERS BRANCH TO LAKESIDE SERVICE AREA
12" TRUNK LINE ALONG GERAULT ROAD
ECONOMIC IMPACT: N/A

- EXISTING ZONING: PD-168 WITH SINGLE FAMILY DISTRICT-10 (SF-10)
EXISTING LAND USE: MEDIUM DENSITY

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C1	127.80'	024°24'30"	300.00'	64.89'	N10°07'10"E
C2	118.49'	022°37'44"	300.00'	60.02'	N78°59'27"W
C3	21.35'	078°55'39"	15.50'	12.76'	N61°47'14"E
C4	7.65'	028°15'42"	15.50'	3.90'	S08°11'34"W
C5	300.74'	287°11'20"	60.00'	44.24'	S42°20'37"E
C6	25.40'	001°20'29"	1085.00'	12.70'	S01°23'48"E
C7	51.28'	086°24'53"	34.00'	31.94'	N43°19'58"W
C8	24.33'	087°06'41"	16.00'	15.21'	S42°59'04"E
C9	33.49'	119°55'00"	16.00'	27.67'	S60°31'47"W
C10	34.05'	046°26'58"	42.00'	18.02'	N36°17'14"W
C11	170.85'	073°03'10"	134.00'	99.25'	S49°35'20"E
C12	54.89'	089°51'44"	35.00'	34.92'	N46°42'18"W
C13	25.47'	091°13'32"	16.00'	16.35'	N43°50'20"E
C14	25.25'	090°25'22"	16.00'	16.12'	S45°20'12"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	N67°40'35"W	26.00'
L2	S56°29'35"W	30.22'
L3	N44°49'17"W	35.06'
L4	N52°20'27"E	21.56'
L5	N02°04'02"W	169.17'
L6	S07°04'37"W	101.29'
L7	N89°15'43"E	137.99'
L8	S43°35'50"W	22.31'
L9	N02°04'02"W	214.66'
L10	S58°59'42"E	62.76'
L11	N01°00'18"E	15.87'
L12	S31°02'33"W	16.26'
L13	N00°07'31"W	153.82'
L14	S86°32'24"E	149.96'

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
A-1	13,344	0.306
A-2	10,991	0.252
A-3	10,000	0.230
A-4	10,000	0.230
A-5	10,000	0.230
A-6	10,000	0.230
A-7	10,000	0.230
A-8	10,000	0.230
A-9	10,000	0.230
A-10	10,016	0.230
A-11	10,297	0.236
A-12	14,480	0.332
A-13	17,604	0.404
A-14	20,210	0.464
A-15	11,238	0.258

LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
A-16	10,362	0.238
A-17	10,000	0.230
A-18	10,000	0.230
A-19	10,006	0.230
A-20	17,607	0.404
A-21	12,920	0.297
A-22	10,107	0.232
A-23	11,636	0.267
A-24	13,953	0.320
B-1	14,819	0.340
B-2	12,568	0.289
B-3	10,000	0.230
B-4	13,174	0.302
B-5	13,654	0.313

X-LOT TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
A-25X	8,974	0.206
A-26X	29,309	0.673
A-27X	156,626	3.596

LOT SUMMARY TABLE		
	SQUARE FEET	ACRES
SMALLEST	10,000	0.230
LARGEST	20,210	0.464
AVERAGE	11,689	0.268
TOTAL BUILDABLE LOTS		29

CONTOUR LAND PARTNERS 11, LTD. APPLICANT/OWNER
4851 LBJ Freeway, Suite 205 (214) 986-5009
Dallas, Texas 75244
Contact: Jim Tchoukaleff
JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
Contact: Chris Wall, P.E.
TPE No. F-438 TBPLS No. 10076000
APRIL 11, 2019

OWNER'S CERTIFICATE §

STATE OF TEXAS §

COUNTY OF DENTON §

BEING a parcel of land located in the Town of Flower Mound, Denton County, Texas, a part of the W.H. Gibson Survey, Abstract Number 464, a part of the M.L. Cowan Survey, Abstract Number 1637, and being all of Tract I— called 11.305 acres, and all of Tract II— called 3.497 acres described in deed to Contour Land Partners 11, Ltd. As recorded in Document Number 2019–6150, Official Public Records of Denton County, Texas and being further described as follows:

BEGINNING at a one–half inch iron rod found at the northwest corner of said 11.305 acre tract of land, said point being the northeast corner of Lot 15, Block B of Belle Strada Addition, an addition to the Town of Flower Mound, as recorded in Document Number 2011–137, Official Public Records of Denton County, Texas, and said point being in the south line of Lot 4, Block F of Cedar Bluff, Phase I, an addition to the Town of Flower Mound, as recorded in Cabinet L, Page 338, Official Public Records of Denton County, Texas;

THENCE North 89 degrees 41 minutes 41 seconds East, 416.61 feet along the north line of said 11.305 acre tract, and along the south line of said Cedar Bluff, Phase 1, to a point at an interior ell corner of said 11.305 acre tract, said point being the southeast corner of Lot 9, Block F of said Cedar Bluff, Phase 1;

THENCE North 00 degrees 11 minutes 26 seconds East, 88.56 feet along the north line of said Cedar Bluff, Phase 1, and along the east line of said Lot 9, Block F to a one–half inch iron rod with cap stamped "ASC" found for corner, said point being in the south right–of–way line of Sweetwater Lane, a 50 foot right–of–way;

THENCE North 87 degrees 54 minutes 55 seconds East, 330.74 feet continuing along the north line of said 11.305 acre tract, and along the south right–of–way line of Sweetwater Lane, to a one–half inch iron rod with cap stamped "ASC" found at the northeast corner of said 11.305 acre tract, said point being at the intersection of the south right–of–way line of Sweetwater Lane and the west right–of–way line of Gerault Road, a 120 foot right–of–way;

THENCE along the west right–of–way line of Gerault Road as follows:
Southwesterly, 121.98 feet along a curve to the right having a central angle of 07 degrees 26 minutes 05 seconds, a radius of 940.00 feet, a tangent of 61.07 feet, and whose chord bears South 18 degrees 36 minutes 22 seconds West, 121.89 feet to a one–half inch iron rod with cap stamped "ASC" found for corner in the east line of said 11.305 acre tract;
South 22 degrees 19 minutes 25 seconds West, 711.95 to a one–half inch iron rod with cap stamped "ASC" found for corner in the east line of said 11.305 acre tract;
Southwesterly, 451.30 feet along a curve to the left having a central angle of 24 degrees 23 minutes 38 seconds, a radius of 1,060.00 feet, a tangent of 229.12 feet, and whose chord bears South 10 degrees 07 minutes 47 seconds West, 447.90 feet to a one–half inch iron rod with cap stamped "ASC" found for corner in the east line of said 3.497 acre tract;
South 02 degrees 04 minutes 02 seconds East, 206.32 feet to a one–half inch iron rod with cap stamped "ASC" found at the most easterly southeast corner of said 3.497 acre tract, said point being at the intersection of the west right–of–way line of Gerault Road and the north right–of–way line of Spinks Road, a 90 foot right–of–way;

THENCE along the south line of said 3.497 acre tract, and along the north line of Spinks Road as follows:
South 43 degrees 35 minutes 50 seconds West, 55.91 feet to a one–half inch iron rod with cap stamped "ASC" found at the most southerly southeast corner of said 3.497 acre tract;
South 89 degrees 15 minutes 43 seconds West, 144.53 feet to a one–half inch iron rod with cap stamped "ASC" found at the most southerly southwest corner of said 3.497 acre tract, said point being the southeast corner of a called 0.982 acre tract of land as described in a deed to Curt Pool and Peggy Pool as recorded in Volume Number 1591, Page 491, Official Public Records of Denton County, Texas;

THENCE North 00 degrees 07 minutes 34 seconds East, 204.81 feet along the southwest line of said 3.497 acre tract to a point for corner, said point being the northeast corner of said 0.982 acre tract;

THENCE North 87 degrees 39 minutes 45 seconds West, 197.60 feet along the southwest line of said 3.497 acre tract to a one–half inch iron rod with cap stamped "ASC" found at the most westerly southwest corner of said 3.497 acre tract, said point being the northwest corner of said 0.982 acre tract, said point also being in the east line of Lot 4, Block B of said Bella Strada Addition;

THENCE North 00 degrees 39 minutes 46 seconds East, 1,147.95 feet along the east line of said Bella Strada Addition to the POINT OF BEGINNING and containing 644,768 square feet or 14.802 acres of land.

The bearings shown hereon are based on Texas State Plane Coordinate System, North Central Zone (NAD 83, U.S. Feet) with a combined scale factor of 1.00015063.

AVIGATION RELEASE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, Contour Land Partners 11, Ltd., hereinafter called "Owner", is the owner of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being particularly described on the subdivision plat or in Exhibit "A" attached hereto and incorporated by reference herein, as the case may be; NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas–Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assigns, hereinafter collectively called "Cities" for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above said 150 feet from the average ground level, or the causing in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Dallas–Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property, due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating and/or maintenance of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas–Fort Worth Regional Airport. This instrument does not release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles. It is agreed that this Release shall be binding upon Owner's heirs and assigns, and successors in interest to said property described on the subdivision plat or in Exhibit "A" attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the deed records of Denton County, Texas.

FLOOD STATEMENT: According to Community Panel No. 48121C0545G, dated April 18, 2011 of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Unshaded Zone "X", (areas determined to be outside 500–year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man–made or natural causes. This statement shall not create liability on the part of the Surveyor.

DEVELOPMENT PLAN

MAGNOLIA COURT

LOTS 1–24, BLOCK A
LOTS 1–5, BLOCK B
LOTS 25X, 26X, AND 27X BLOCK A

14.802 ACRES OUT OF THE
W.H. GIBSON, ABSTRACT NUMBER 464
AND
M.L.COWAN SURVEY, ABSTRACT NO. 1637

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONTOUR LAND PARTNERS 11, LTD. APPLICANT/OWNER

4851 LBJ Freeway, Suite 205 (214) 986–5009
Dallas, Texas 75244
Contact: Jim Tchoukaleff

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972) 248–7676
Carrollton, Texas 75006
Contact: Chris Wall, P.E.

TBPE No. F–438 TBPLS No. 10076000
APRIL 11, 2019

PLANTING NOTES:

- ALL QUANTITIES LISTED IN THE DRAWINGS ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES AND TO PROVIDE ALL MATERIALS NECESSARY FOR FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED ON THE DRAWINGS. ANY DISCREPANCY SHOULD BE REPORTED TO THE OWNER.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. HOWEVER, CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. IF FOUND CONDITIONS VARY FROM THIS PLAN, CONTRACTOR TO CONTACT OWNER OR LANDSCAPE ARCHITECT FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.
- ALL LANDSCAPED AREAS TO BE IRRIGATED.
- ALL PLANTS SHOULD BE IN ACCORDANCE WITH ANSI Z60.1 -2014, AMERICAN STANDARD FOR NURSERY STOCK PUBLICATION, APPROVED APRIL 14, 2014.
- CALIPER SIZE OF CANOPY TREES ARE TO BE MEASURED PER TOWN OF FLOWER MOUND LANDSCAPE ORDINANCE.
- ALL PLANT MATERIAL SHALL CONFORM TO THE SIZE SPECIFICATIONS (CALIPER, HEIGHT AND SPREAD) GIVEN IN THE PLANT SCHEDULE AND SHALL BE NURSERY GROWN UNLESS SPECIFIED OTHERWISE. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
- ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDDESIGN PRIOR TO PURCHASE. SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE LANDSCAPE ARCHITECT AND APPROVED IN WRITING BY THE OWNER PRIOR TO PURCHASE AND INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR
- SIZES LISTED ARE MIN. AND REFER TO HEIGHT, UNLESS OTHERWISE SPECIFIED.
- LANDSCAPE CONTRACTOR SHALL STAKE OUT LOCATIONS OF ALL TREES TO BE PLANTED FOR REVIEW BY LANDDESIGN PRIOR TO INSTALLING. LANDDESIGN RESERVES THE RIGHT TO ADJUST TREE LOCATIONS IN THE FIELD AS NECESSARY.
- SHRUB/GROUNDCOVER BEDS SHALL BE STAKED FOR REVIEW BY LANDDESIGN/OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND OR BED PREPARATION.
- LANDSCAPE CONTRACTOR SHALL INSTALL STEEL EDGING BETWEEN PLANTING BEDS AND LAWNS, OR AS SHOWN IN DETAILS.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE LANDDESIGN OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THE DRAWINGS.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION AND MUST BE REPLACED WITH PLANT OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, DEAD AND /OR REMOVED. THE PROPERTY OWNER AND/OR LESSEE SHALL MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPE AREAS IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL AND REPLACEMENT OF DEAD OR DISEASED TREES AND SHRUBS. MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS IN ORDER TO MAINTAIN PLANT VIGOR AND STABILITY AND TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
- FINAL FINISHED GRADING SHALL BE REVIEWED BY LANDDESIGN. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION SUITABLE FOR PLANTING.
- TREES OVERHANGING INTO THE PUBLIC R.O.W. SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN(14) FEET OVER STREETS, DRIVE AISLES, ALLEYS AND FIRE LANES. TREES OVERHANGING PRIVATE STREETS, WALKS, AND /OR PARKING LOTS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET.
- LANDSCAPE CONTRACTOR IS REQUIRED TO PERFORM A TREE PIT PERCOLATION TEST FOR EACH TREE PIT PRIOR TO INSTALLATION. IF TREE PIT DOES NOT DRAIN WITHIN A 24-HOUR PERIOD, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A GRAVEL SUMP, FILTER FABRIC AND STAND PIPE. ALL TREE PIT SUMPS SHALL BE INCLUDED IN IN THE CONTRACTOR'S BASE BID AS A UNIT PRICE AND PROVIDE AS A DEDUCT ALTERNATE PER TREE PIT SUMPS NOT REQUIRED TO BE INSTALLED.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW SITE ENVIRONMENTAL CONDITIONS PRIOR TO AND DURING INSTALLATION OF PLANT MATERIAL. ANY DISCREPANCIES OR CONCERNS BETWEEN THE ENVIRONMENTAL SITE CONDITIONS (I.E., SOIL TYPE, WATER, CLIMATE, WIND, SUN EXPOSURE ETC.) AND THE PLANT MATERIAL SPECIFIED WITHIN THE DRAWING SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN AND/OR OWNER, AND SHALL BE DONE SO IN WRITING. CONTRACTOR SHALL PROVIDE SUGGESTED SOLUTIONS FOR ALTERNATIVE PLANT MATERIAL PROPOSED FOR SUBSTITUTION. LANDDESIGN TO REVIEW CONDITIONS AND INFORMATION SUBMITTED BY CONTRACTOR AND WILL ISSUE DIRECTIVE. SHOULD PLANT MATERIAL DIE BECAUSE OF ENVIRONMENTAL CONDITIONS DESCRIBED ABOVE, THE LANDSCAPE CONTRACTOR ASSUMES ALL WARRANTY AND GUARANTEE OF THE PLANT MATERIAL INSTALLED.
- ALL NEW PLANTING AREAS SHALL HAVE A SOIL COMPOSITION CONSISTENT WITH SANDY LOAM TO LOAM SOIL PROPERTIES AND ACIDITY RANGE OF PH 5.5 TO 7.0. CONTRACTOR TO PROVIDE A SOIL TEST OF THE EXISTING SOIL AND EITHER FULLY REPLACE OR AMEND THE EXISTING SOIL TO ACHIEVE THE SANDY LOAM TO LOAM SOIL PROPERTIES. CONTRACTOR TO SUBMIT SOIL TEST RESULTS TO LANDSCAPE ARCHITECT FOR REVIEW. CONTRACTOR SHALL PROVIDE A SOIL AMENDMENT PLAN TO ACHIEVE THE SOIL COMPOSITION DESCRIBED ABOVE.
- SOIL AMENDMENTS SHALL BE SELECTED FROM THE SOIL AMENDMENTS PROVIDED IN THE PLANTING DETAILS.
- AMENDED SOIL SHALL HAVE UNIFORM COMPOSITION THROUGHOUT, WITH A MIXTURE OF EXISTING SUBSOIL. IT SHALL BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS, AND OTHER EXTRANEIOUS MATTER. IT SHALL CONTAIN NO MAN-MADE MATERIALS UNLESS OTHERWISE SPECIFIED. AMENDED SOIL SHALL NOT BE USED WHILE IN A FROZEN OR MUDDY CONDITION.
- ALL NEW PLANTING AREAS, AMENDED SOILS SHALL BE TO A DEPTH OF:
 - 4"-6" FOR SOLID TURF AREAS
 - 8"-12" FOR GROUNDCOVER AREAS
 - 12"-18" FOR SHRUB AREAS
 - 24"-36" FOR TREE PITS AND AREAS.
- AFTER PLANTING SOIL MIXES ARE INSTALLED IN PLANTING BED AREAS AND JUST PRIOR TO THE INSTALLATION OF SHRUB OR GROUNDCOVER PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN.
- IN ALL EXISTING PLANTING AREAS DESIGNATED TO RECEIVE NEW PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE THE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN. IN NO CASE WILL THIS BE PERFORMED WHERE IT MAY NEGATIVELY IMPACT THE HEALTH OF ADJACENT, EXISTING PLANT MATERIALS WHICH ARE DESIGNATED TO REMAIN.
- LANDSCAPE CONTRACTOR TO WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR. THE CONTRACTOR AGREES TO REPLACE DEFECTIVE WORK AND DEFECTIVE PLANTS, AND THAT THE OWNER'S REPRESENTATIVE SHALL MAKE THE FINAL DETERMINATION IF PLANTS MEET THE REQUIRED SPECIFICATIONS OR THAT PLANTS ARE DEFECTIVE. PLANTS DETERMINED TO BE DEFECTIVE SHALL BE REMOVED IMMEDIATELY UPON NOTIFICATION BY THE OWNER'S REPRESENTATIVE AND REPLACED WITHOUT COST TO THE OWNER, AS SOON AS WEATHER CONDITIONS PERMIT AND WITHIN THE SPECIFIED PLANTING PERIOD. THE REPLACED MATERIALS SHALL ALSO RECEIVE A WARRANTY PERIOD OF ONE YEAR WHICH STARTS AT THE DATE OF INSTALLATION. BULBS, ANNUAL FLOWERS, AND SEASONAL COLOR PLANTS SHALL ONLY BE WARRANTED FOR THE PERIOD OF THE EXPECTED BLOOM OR PRIMARY DISPLAY.
- CONTRACTOR TO REFER TO PLANTING NOTES FROM TOWN OF FLOWER MOUND ORDINANCE 47-17. IN THE EVENT OF A CONFLICT BETWEEN THESE PLANTING NOTES AND THE ORDINANCE 47-17 PLANTING NOTES, THE MORE STRINGENT SHALL APPLY.

IRRIGATION NOTES:

- A FULLY AUTOMATED IRRIGATION SYSTEM PROVIDING 100% COVERAGE SHALL BE PROVIDED FOR ALL PLANTING AREAS, UNLESS NOTED OTHERWISE. SYSTEM SHALL BE IN OPERATION PRIOR TO INSTALLATION OF ANY PLANT MATERIAL OTHER THAN CANOPY TREES.
- ALL PLANTING BEDS/ SHRUB AND GROUNDCOVER AREAS TO BE IRRIGATED WITH EITHER 12" SPRAY POP-UPS AND/OR A LANDSCAPE DRIP-LINE SYSTEM, UNLESS NOTED OTHERWISE.
- IRRIGATION SYSTEM IS DESIGN/BUILD. CONTRACTOR TO PROVIDE DRAWINGS AND CUT SHEETS OF ALL COMPONENTS.
- PROVIDE AS-BUILT DRAWINGS OF IRRIGATION AFTER INSTALLATION.

MATERIALS + PAVING NOTES:

- ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIAL AND COLORS WITH THIS DEVELOPMENT.
- REFER TO CIVIL ENGINEER DRAWINGS FOR ANY OTHER MATERIALS + PAVING NOTES.

GENERAL NOTES:

- BASE INFORMATION, INCLUDING EXISTING CONDITIONS, TOPOGRAPHY, EXISTING UTILITIES, AND BOUNDARY INFORMATION IS FROM PLANS BY: JBI PARTNERS
- WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDDESIGN OF ANY DISCREPANCIES.
- DIMENSIONS ARE TO FACE OF OBJECT, UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS.
- ALL PROPOSED FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE OWNER'S SURVEY AND OR CIVIL ENGINEER. ANY DISCREPANCIES IN ACTUAL FIELD MEASUREMENTS ARE TO BE REPORTED TO LANDDESIGN IMMEDIATELY.
- PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN THE FIELD FOR REVIEW BY LANDDESIGN. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION OF HARDSCAPE CONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL ITEMS PER DRAWINGS AND SPECIFICATION. NOTIFY LANDDESIGN OF ANY MAJOR DISCREPANCIES BETWEEN CONTRACTOR'S VERIFIED QUANTITIES, BID BOOK, AND INTENT OF DRAWING.
- CONTRACTOR IS RESPONSIBLE FOR ALL FINAL QUANTITIES PER DRAWINGS AND SPECIFICATIONS ANY QUANTITIES PROVIDE BY LANDDESIGN ARE PROVIDED FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE. LANDDESIGN SHOULD BE NOTIFIED OF ANY GRADING DISCREPANCIES.
- THE CONTRACTOR SHALL EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS IN THEIR ENTIRETY. SURVEY THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK. ALL COSTS SUBMITTED SHALL BE BASED ON THOROUGH KNOWLEDGE OF ALL WORK AND MATERIALS REQUIRED ANY DISCREPANCY AND/ OR UNCERTAINTY AS TO WHAT MATERIAL OR PRODUCT IS TO BE USED, SHALL BE VERIFIED WITH THE OWNER OR LANDDESIGN PRIOR TO BIDDING.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF WORK, AND FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
- IN THE EVENT A DISCREPANCY IS FOUND IN THE CONTRACT DOCUMENTS, THE OWNER & LANDDESIGN SHALL BE NOTIFIED IMMEDIATELY.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THIS SITE AND AND BE RESPONSIBLE FOR ACCURACY AND CORRECTNESS OF SAME.
- CONTRACTOR SHALL COORDINATE WORK WITH ALL OTHER TRADES AND NOTIFY OWNER & LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY GOVERNING AUTHORITIES, AN APPROVED TESTING LABORATORY TO MAKE ALL TESTS FROM CONCRETE, SOIL COMPACTION AND WELDING TO INSURE COMPLIANCE WITH PLANS, STANDARDS AND CODES. COST SHALL BE INCLUDED AS INCIDENTAL TO THE CONTRACT.
- ALL EXISTING WORK OR LANDSCAPING NOT SHOWN TO BE ALTERED OR REMOVED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR(S) SHALL BEAR THE TOTAL EXPENSE FOR, AND SHALL REPAIR ANY DAMAGE TO EXISTING CONDITIONS, OR IMPROVEMENTS NOT INDICATED IN THE DRAWINGS OR SPECIFICATIONS TO RECEIVE ALTERATION, ADDITIONS OR REMOVAL.

LAYOUT, GRADING, AND ACCESSIBILITY NOTES:

- REFER TO CIVIL ENGINEER DRAWINGS.

OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

CIVIL ENGINEER

JBI PARTNERS
2121 MIDWAY ROAD, #300
CARROLLTON, TX 75001
972.248.7676

KEY MAP

SEAL

PRELIMINARY
FOR REVIEW PURPOSES ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.

C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2948

NOT FOR
CONSTRUCTION

PROJECT

MAGNOLIA
COURT

DEVELOPMENT PLAN

FLOWER MOUND, TEXAS

DENTON COUNTY

LANDDESIGN PROJ.#
8517032

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.19
	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE NORTH

VERT: N/A
HORZ: NTS

(NOT TO SCALE)

SHEET TITLE

NOTES

SHEET NUMBER

L0-01

ABBREVIATIONS

A	AD	AREA DRAIN	L	L	LENGTH
	ADJ	ADJACENT		LT	LIGHT
	AFG	ABOVE FINISHED GRADE		LP	LOW POINT
	ALT	ALTERNATE			
	ALUM	ALUMINUM	M	MAS	MASONRY
B	APPROX	APPROXIMATE		MATL	MATERIAL
	ARCH	ARCHITECT(URAL)		MAX	MAXIMUM
				MECH	MECHANICAL
				MED	MEDIUM
	BLDG	BOTTOM OF CURB		MFR	MANUFACTURER
C	BLKS	BUILDING	N	MIN	MINIMUM
	BOC	BLOCKING		MISC	MISCELLANEOUS
	BOC	BACK OF CURB		MTL	METAL
	BOT	BOTTOM			
	BR	BOTTOM OF RAMP			
D	BS	BOTTOM OF STAIR	O	OC	ON CENTER
	BW	BOTTOM OF WALL		OD	OUTSIDE DIAMETER
				OPNG	OPENING
				OPP	OPPOSITE
E	CEM	CEMENT	P	PA	PLANTING AREA
	CIP	CAST IN PLACE		PB	PLANT BED
	CJ	CONTROL JOINT		PERF	PERFORATED
	CMU	CONCRETE MASONRY UNIT		PNL	PANEL
	CO	CLEANOUT		PNT	PAINT(ED)
F	COL	COLUMN	Q	PT	POUNDS/SQUARE INCH
	CONT	CONTINUOUS		POB	PRESSURE TREATED
	CONC	CONCRETE		POC	POINT OF BEGINNING
	CU FT	CUBIC FEET		PROP	POINT OF CURVATURE
					PROPOSED
G	DD	DECK DRAIN	R	QTY	QUANTITY
	DE	DRAINAGE EASEMENT			
	DI	DRAIN INLET			
	DIA	DIAMETER			
	DIAG	DIAGONAL			
H	DIM	DIMENSION	S	RAD	RADIUS
	DN	DOWN		REINF	REINFORC(E), (ING)
	DS	DOWN SPOUT		REQD	REQUIRED
	DWG(S)	DRAWING(S)		REV	REVISION
				R.O.W	RIGHT OF WAY
I			T		
				S	SOUTH
				SB	SETBACK
				SCHED	SCHEDUL(E), (ED)
				SD	STORM DRAIN
J			U	SF	SQUARE FOOT, FEET
				SIM	SIMILAR
				SQ	SQUARE
				SSMH	SANITARY SEWER MANHOLE
				STL	STEEL
K			V	SSTL	STAINLESS STEEL
				STD	STANDARD
				SUSP	SUSPENDED
				SW	SIDEWALK
				SYM	SYMBOL
L			W		
				TBD	TO BE DETERMINED
				TC	TOP OF CURB
				THK	THICK(NESS)
				TR	TOP OF RAMP
M			UE	TS	TOP OF STAIR
				TW	TOP OF WALL
				TYP	TYPICAL
N			U.N.O		
O			VERT		
				VIF	VERTICAL
					VERIFY IN FIELD
P			W		
				W	WEST, WIDE, WIDTH
				W/	WITH
				W/O	WITHOUT
				WD	WOOD
Q			WL		
				WM	WATER LINE
				WT	WATER METER
				WWM	WEIGHT
					WELDED WIRE MESH
R					
S					
T					
U					
V					
W					
X					
Y					
Z					

NOTE: ABBREVIATIONS APPLY TO LANDDESIGN NOTATIONS ONLY.
SURVEY, ARCHITECTURAL AND OTHER ABBREVIATIONS MAY VARY.

OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
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DALLAS, TEXAS 75244

CIVIL ENGINEER

JBI PARTNERS
2121 MIDWAY ROAD, #300
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KEY MAP

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MAGNOLIA
COURT

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FLOWER MOUND, TEXAS

DENTON COUNTY

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	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI

DRAWN BY: LDI

CHECKED BY: LDI

SCALE

NORTH

VERT: N/A

HORZ:

SHEET TITLE

LEGEND

SHEET NUMBER

L0-02

OWNER/DEVELOPER
CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
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 CARROLLTON, TX 7500
 972.248.7676

KEY MAP

SEARCH

C. Heth Kendrick
Registered Landscape Architect of the
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**NOT FOR
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PROJECT

**MAGNOLIA
COURT**

DEVELOPMENT PLAN
FLOWER MOUND, TEXAS
DENTON COUNTY

LANDDESIGN PROJ.# 8517032

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DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

NORTH

VERT: N/A

HORZ: 1"=60'

0 30' 60'

SHEET TITLE

OVERALL PLAN

SHEET NUMBER

L1-01



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

CIVIL ENGINEER
BI PARTNERS
121 MIDWAY ROAD, #300
CARROLLTON, TX 7500
72.248.7676

AL

C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2948

**NOT FOR
CONSTRUCTION**

PROJECT _____

**MAGNOLIA
COURT**

DEVELOPMENT PLAN
FLOWER MOUND, TEXAS
DENTON COUNTY

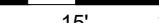
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	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.19
	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

VERT: N/A
HORZ: 1"=30'

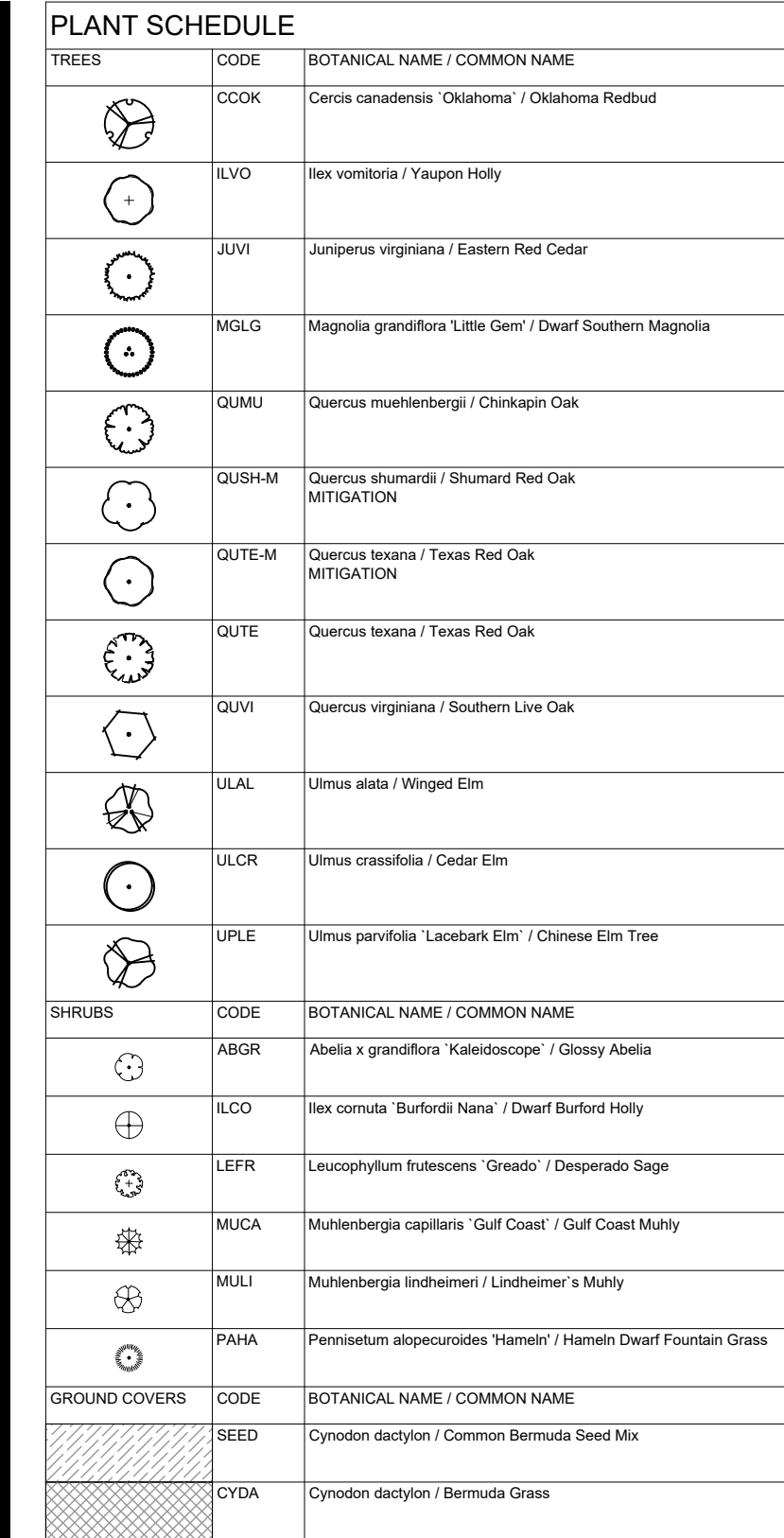


A north arrow pointing to the right, labeled "NORTH" above it. Below the arrow is a graphic scale bar with markings at 0, 15', 30', and 60'.

PLANTING PLAN

SHEET NUMBER

L1-02



REFER TO SHEET L1-03



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!

OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

CIVIL ENGINEER

JB PARTNERS
2121 MIDWAY ROAD, #300
CARROLLTON, TX 7500
972.248.7676

KEY MAP

SEAN

PRELIMINARY

FOR REVIEW PURPOSES ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.

C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2948

**NOT FOR
CONSTRUCTION**

PROJECT

**MAGNOLIA
COURT**

DEVELOPMENT PLAN

FLOWER MOUND, TEXAS

DENTON COUNTY

LANDDESIGN PROJ.

17032

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.1
	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.1
	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.1
	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.1

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

VERT: N/A
HORIZ: 1"=3'

SHEET TITLE

PLANTING PLAN

SHEET NUMBER

L1-03

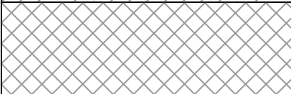


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SHEET TITLE

REFER TO SHEET L1-02

PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONTAINER	CALIPER	SIZE
	CCOK	28	Cercis canadensis 'Oklahoma' / Oklahoma Redbud	B & B / CONT.	2" CAL.	8'-10' HT.
	ILVO	20	Ilex vomitoria / Yaupon Holly	B & B / CONT.	3" CAL.	8'-10' HT.
	JUVI	5	Juniperus virginiana / Eastern Red Cedar	B & B / CONT.	3" CAL.	10'-12' HT.
	MGLG	11	Magnolia grandiflora 'Little Gem' / Dwarf Southern Magnolia	B & B / CONT.	3" CAL.	10'-12' HT.
	QUMU	9	Quercus muehlenbergii / Chinkapin Oak	B & B / CONT.	3" CAL.	10'-12' HT.
	QUSH-M	6	Quercus shumardii / Shumard Red Oak MITIGATION	B & B / CONT.	3" CAL.	10'-12' HT.
	QUTE-M	4	Quercus texana / Texas Red Oak MITIGATION	B & B / CONT.	3" CAL.	10'-12' HT.
	QUTE	3	Quercus texana / Texas Red Oak	B & B / CONT.	3" CAL.	10'-12' HT.
	QUVI	1	Quercus virginiana / Southern Live Oak	B & B / CONT.	3" CAL.	10'-12' HT.
	ULAL	11	Ulmus alata / Winged Elm	B & B / CONT.	3" CAL.	8'-10' HT.
	ULCR	10	Ulmus crassifolia / Cedar Elm	B & B / CONT.	3" CAL.	10'-12' HT.
	UPLE	3	Ulmus parvifolia 'Lacebark Elm' / Chinese Elm Tree	B & B / CONT.	3" CAL.	10'-12' HT.
SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONTAINER	SPACING	SIZE
	ABGR	145	Abelia x grandiflora 'Kaleidoscope' / Glossy Abelia	3 GAL.	2' O.C.	12"-14" HT MIN.
	ILCO	73	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	5 GAL.	3' O.C.	30" HT MIN.
	LEFR	18	Leucophyllum frutescens 'Greado' / Desperado Sage	5 GAL.	4' O.C.	2' HT MIN.
	MUCA	237	Muhlenbergia capillaris 'Gulf Coast' / Gulf Coast Muhly	3 GAL.	2.5' O.C.	1.5' HT MIN.
	MULI	115	Muhlenbergia lindheimeri / Lindheimer's Muhly	5 GAL.	4' O.C.	2' HT MIN.
	PAHA	117	Pennisetum alopecuroides 'Hameln' / Hameln Dwarf Fountain Grass	1 GAL.	1.5' O.C.	8"-10" HT MIN.
GROUND COVERS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONTAINER	SPACING	SIZE
	SEED	118,897 sf	Cynodon dactylon / Common Bermuda Seed Mix	--		
	CYDA	69,619 sf	Cynodon dactylon / Bermuda Grass	SOD		

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND, TEXAS			
STREET BUFFER WIDTH			
	REQUIRED	PROVIDED	
GERAULT ROAD	25 FT BUFFER	25 FT BUFFER	
SPINKS ROAD	25 FT BUFFER	25 FT BUFFER	
SWEETWATER LANE	15 FT BUFFER	15 FT BUFFER	
STREET BUFFER TREES			
STREET FRONTAGE	STANDARD	REQUIRED	PROVIDED
GERAULT ROAD = 1,492 LF	1 / 30 LF	50 TREES (3" CAL.)	50 TREES (3" CAL.)
SPINKS ROAD = 172 LF	1 / 30 LF	6 TREES (3" CAL.)	6 TREES (3" CAL.)
SWEETWATER LANE = 300 LF	1 / 30 LF	10 TREES (3" CAL.)	10 TREES (3" CAL.)
EXISTING TREES WITHIN STREET BUFFER TO HELP FULFILL STREET BUFFER TREE REQUIREMENTS			

STREET BUFFER MITIGATION TREE CREDITS			
STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 PRESERVED PROTECTED/SPECIMEN TREE = 1 TREE CREDIT	GERAULT ROAD	0	0
	SPINKS ROAD	0	0
	SWEETWATER LANE	0	0

GENERAL PLANTING NOTES:

- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES FOR THE TOWN OF FLOWER MOUND.
- REFER TO SHEET L1-05 FOR ADDITIONAL PLANTING NOTES AND DETAILS.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN.
- FINAL TREE LOCATIONS TO BE DETERMINED DURING FINAL PLAT.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.

LandDesign.

5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
WWW.LANDDESIGN.COM

OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

CIVIL ENGINEER

JBI PARTNERS
2121 MIDWAY ROAD, #300
CARROLLTON, TX 75006
972.248.7676

KEY MAP

SEAL

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C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2948

NOT FOR
CONSTRUCTION

PROJECT

MAGNOLIA
COURT

DEVELOPMENT PLAN
FLOWER MOUND, TEXAS
DENTON COUNTY

LANDDESIGN PROJ.#

8517032

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.19
	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE NORTH

VERT: N/A
HORZ: N/A

SHEET TITLE

PLANT SCHEDULE

SHEET NUMBER

L1-04



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CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

SEAL

Registration Number: 2948

PROJECT _____

FLOWER MOUND, TEXAS

LANDDESIGN PROJ.#

[illegible]

SHEET TITLE

SHEET NUMBER _____

SHEET NUMBER _____

L1-05



THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. PLAN WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON SITE PLAN AND GRADING PLAN APPROVAL.

OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

CIVIL ENGINEER

JBI PARTNERS
2121 MIDWAY ROAD, #300
CARROLLTON, TX 75006
972.248.7676

KEY MAP

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PROJECT

MAGNOLIA
COURT

DEVELOPMENT PLAN

FLOWER MOUND, TEXAS

DENTON COUNTY

LANDDESIGN PROJ.# 8517032

REVISION / ISSUANCE

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	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
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CHECKED BY: LDI

SCALE NORTH

VERT: N/A
HORZ: NTS

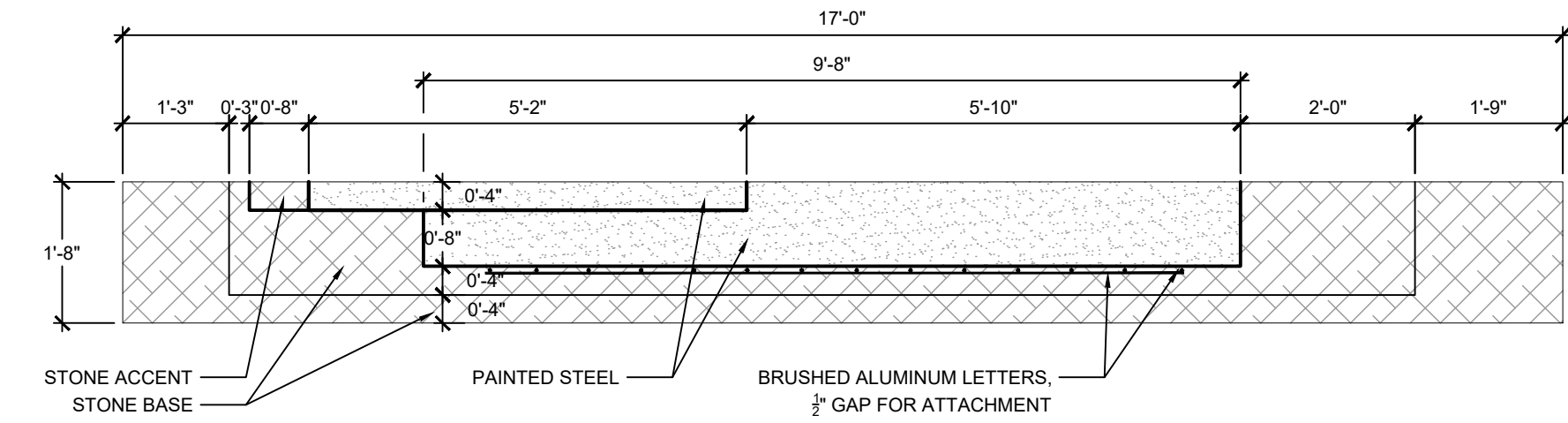
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SHEET TITLE

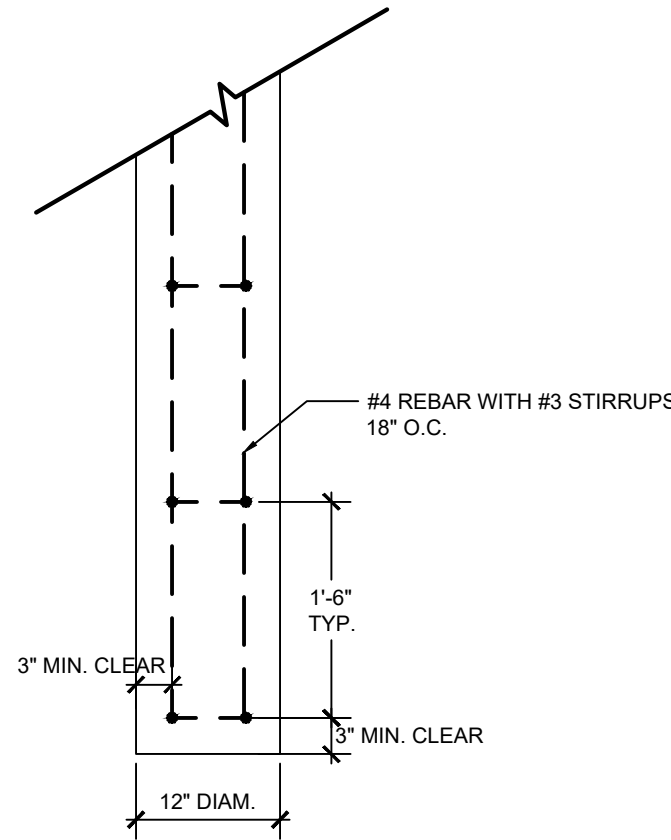
SITE DETAILS

SHEET NUMBER

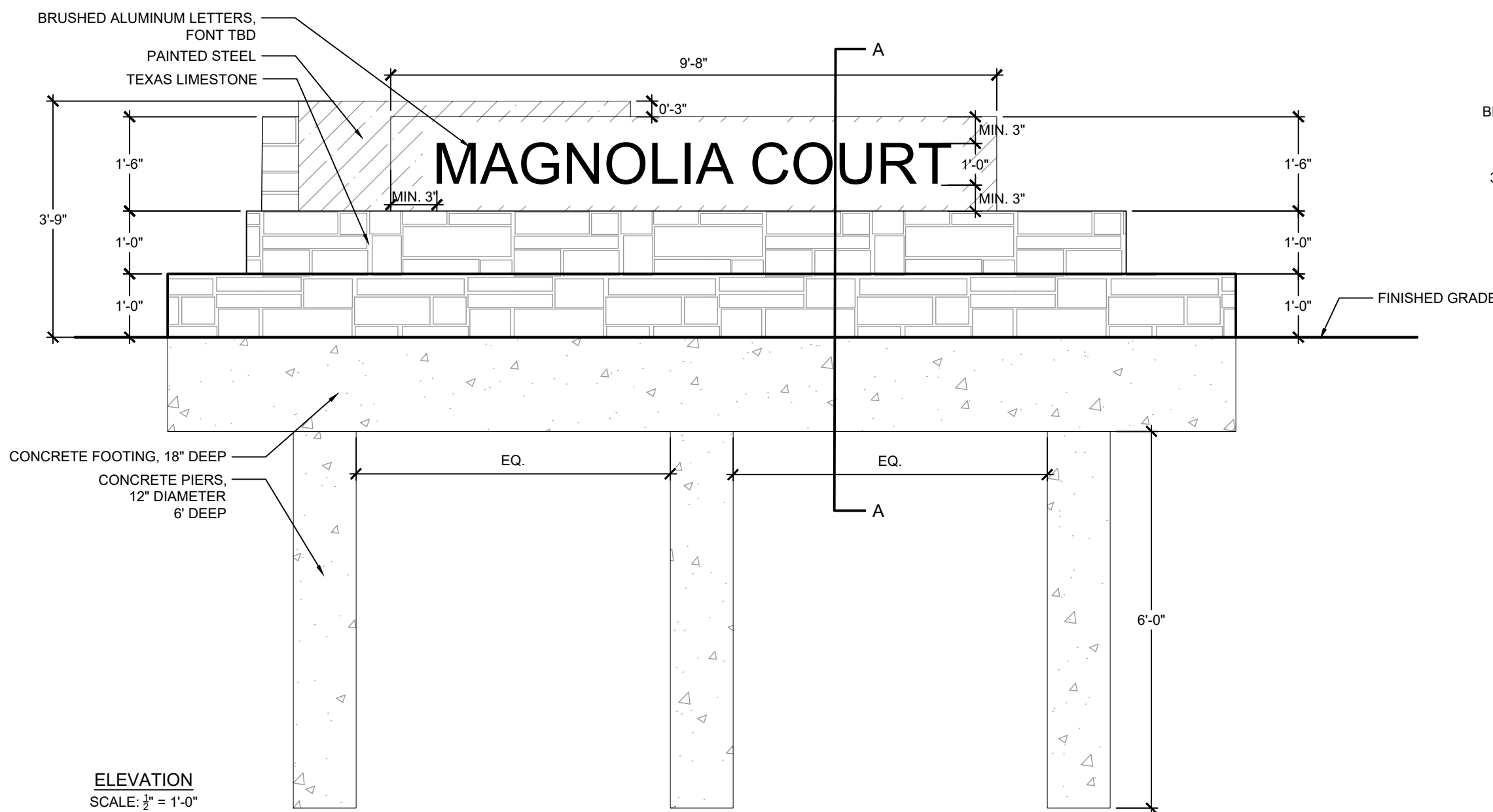
L3-01



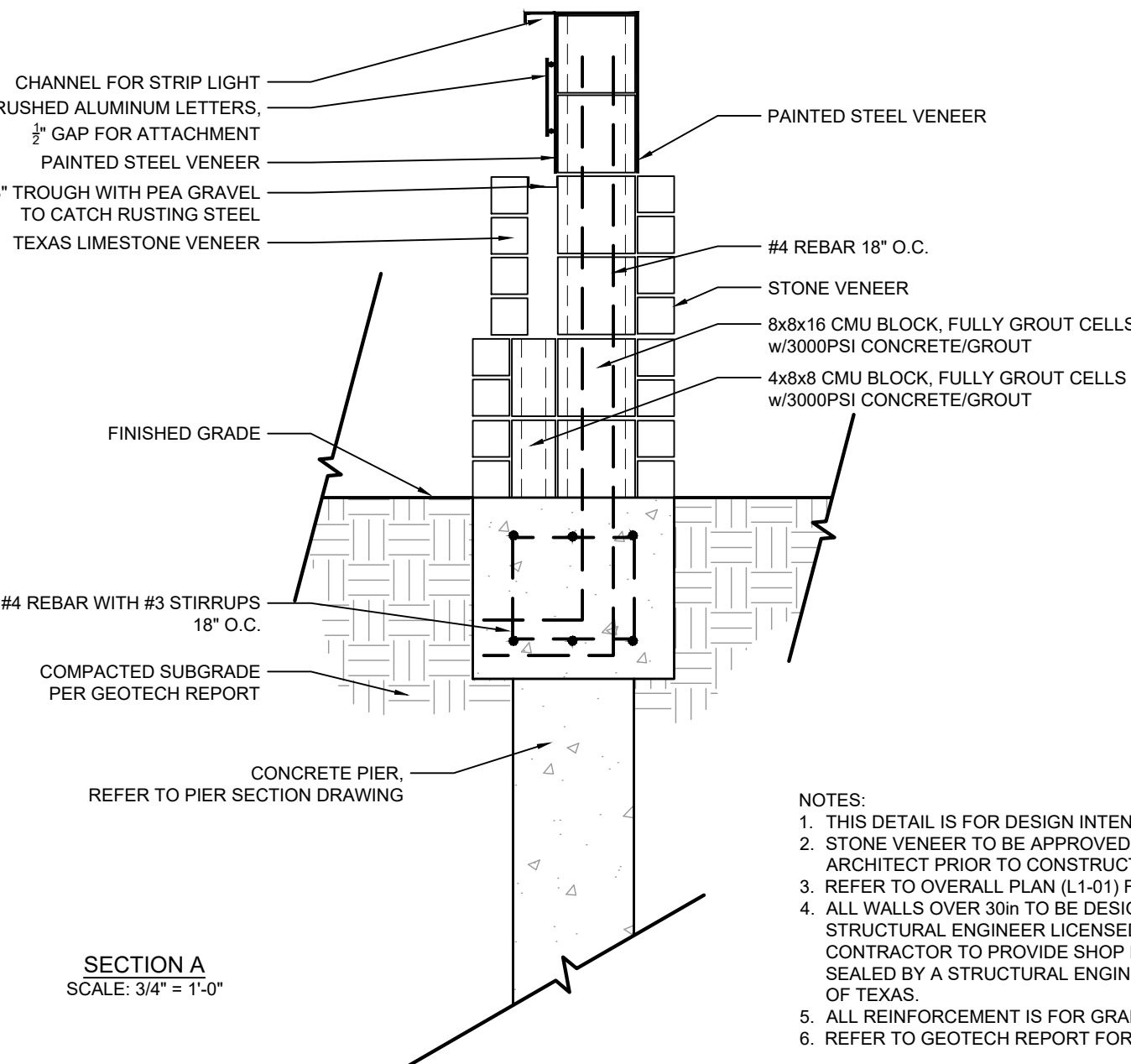
PLAN
SCALE: 3/4" = 1'-0"



PIER SECTION
SCALE: 3/4" = 1'-0"



ELEVATION
SCALE: 3/4" = 1'-0"

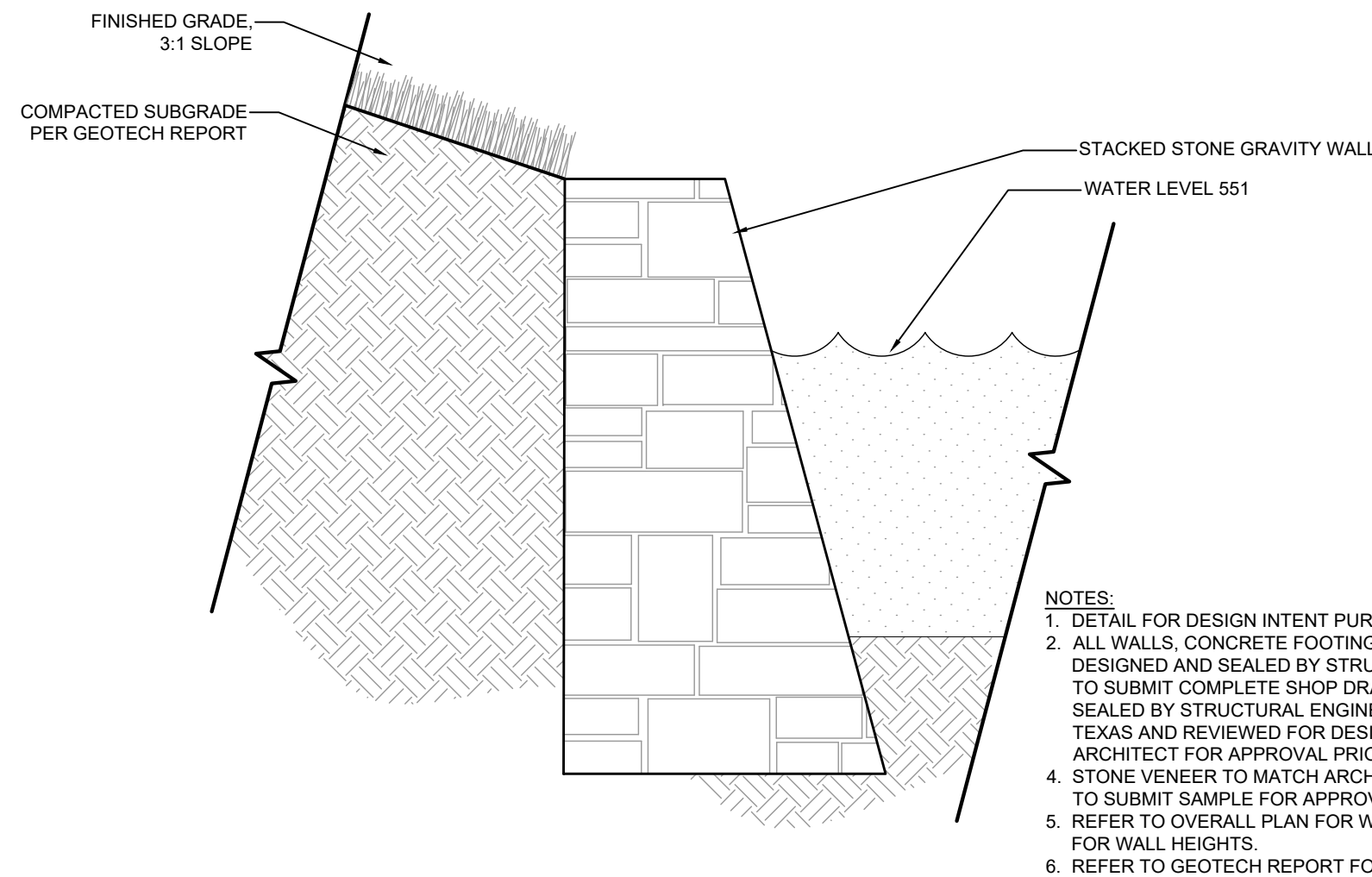


SECTION A
SCALE: 3/4" = 1'-0"

- NOTES:
1. THIS DETAIL IS FOR DESIGN INTENT PURPOSES ONLY.
 2. STONE VENEER TO BE APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
 3. REFER TO OVERALL PLAN (L1-01) FOR SIGN LOCATION.
 4. ALL WALLS OVER 30in TO BE DESIGNED AND SEALED BY STRUCTURAL ENGINEER LICENSED IN THE STATE OF TEXAS. CONTRACTOR TO PROVIDE SHOP DRAWINGS SIGNED AND SEALED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF TEXAS.
 5. ALL REINFORCEMENT IS FOR GRAPHICAL PURPOSES ONLY.
 6. REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION.

1 SUBDIVISION ENTRANCE SIGN
L3-01 PLAN, SECTION, ELEVATION

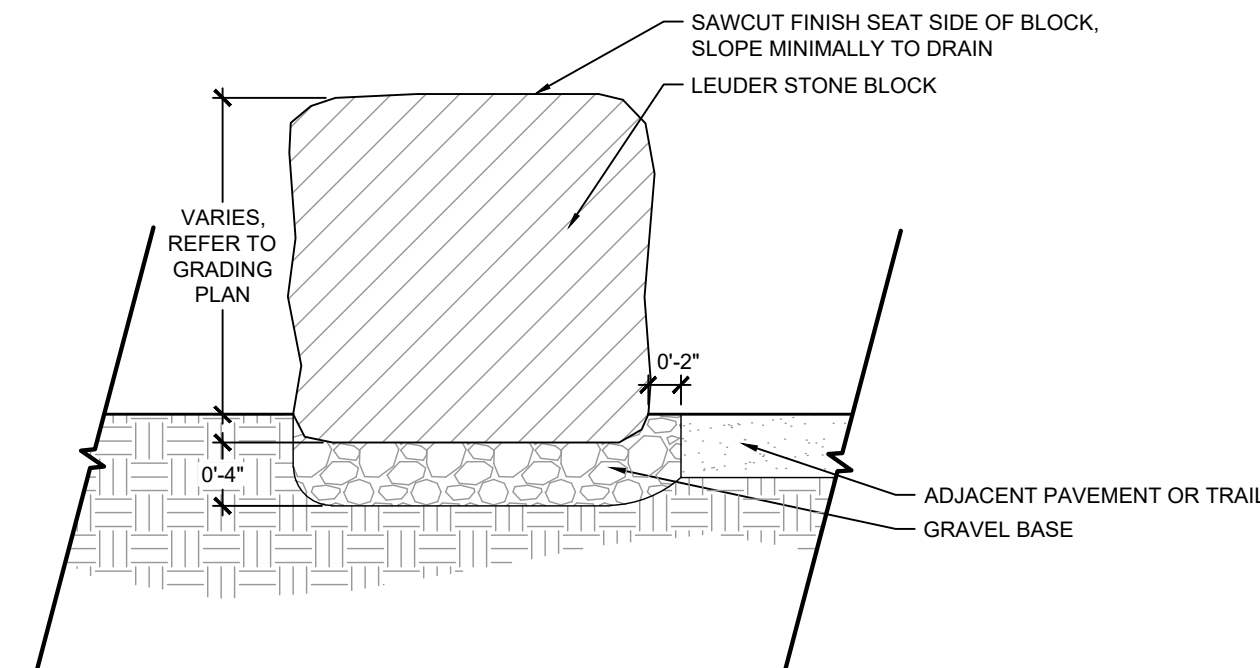
NOT TO SCALE



- NOTES:
1. DETAIL FOR DESIGN INTENT PURPOSES ONLY.
 2. ALL WALLS, CONCRETE FOOTINGS, AND REINFORCING TO BE DESIGNED AND SEALED BY STRUCTURAL ENGINEER. CONTRACTOR TO SUBMIT COMPLETE SHOP DRAWINGS TO BE DESIGNED AND SEALED BY STRUCTURAL ENGINEER LICENSED IN THE STATE OF TEXAS AND REVIEWED FOR DESIGN INTENT BY OWNER/LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.
 3. STONE VENEER TO MATCH ARCHITECTURAL BLOCK. CONTRACTOR TO SUBMIT SAMPLE FOR APPROVAL PRIOR TO CONSTRUCTION.
 4. REFER TO OVERALL PLAN FOR WALL LOCATION AND GRADING PLAN FOR WALL HEIGHTS.
 5. REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION.

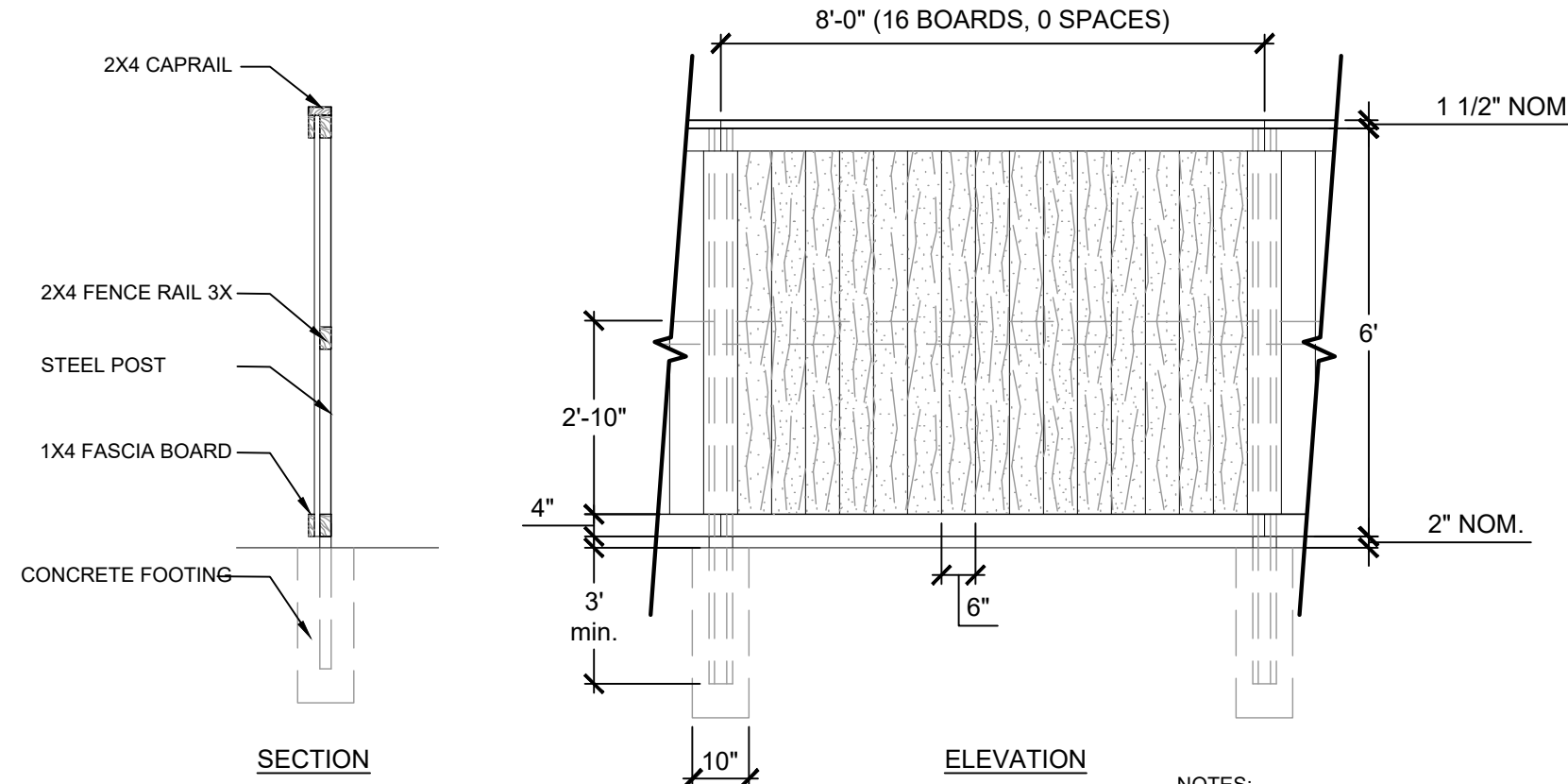
2 RETENTION POND WALL
L3-01 SECTION

NOT TO SCALE



3 LEUDER STONE BENCH
L3-01 SECTION

NOT TO SCALE



- NOTES:
1. FENCE TO BE INSTALLED PER MANUFACTURER'S DETAILS AND SPECIFICATIONS.
 2. REFER TO SHEET L1-02 FOR FENCE LOCATION
 3. FENCE HEIGHT TO BE 6 FT.

4 WOOD SCREEN FENCE
L3-01 SECTION, ELEVATION

NOT TO SCALE

NO.	DESCRIPTION	DATE
1	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
2	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.19
3	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
4	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE NORTH

VERT: N/A
HORZ: NTS

(NOT TO SCALE)

SHEET TITLE

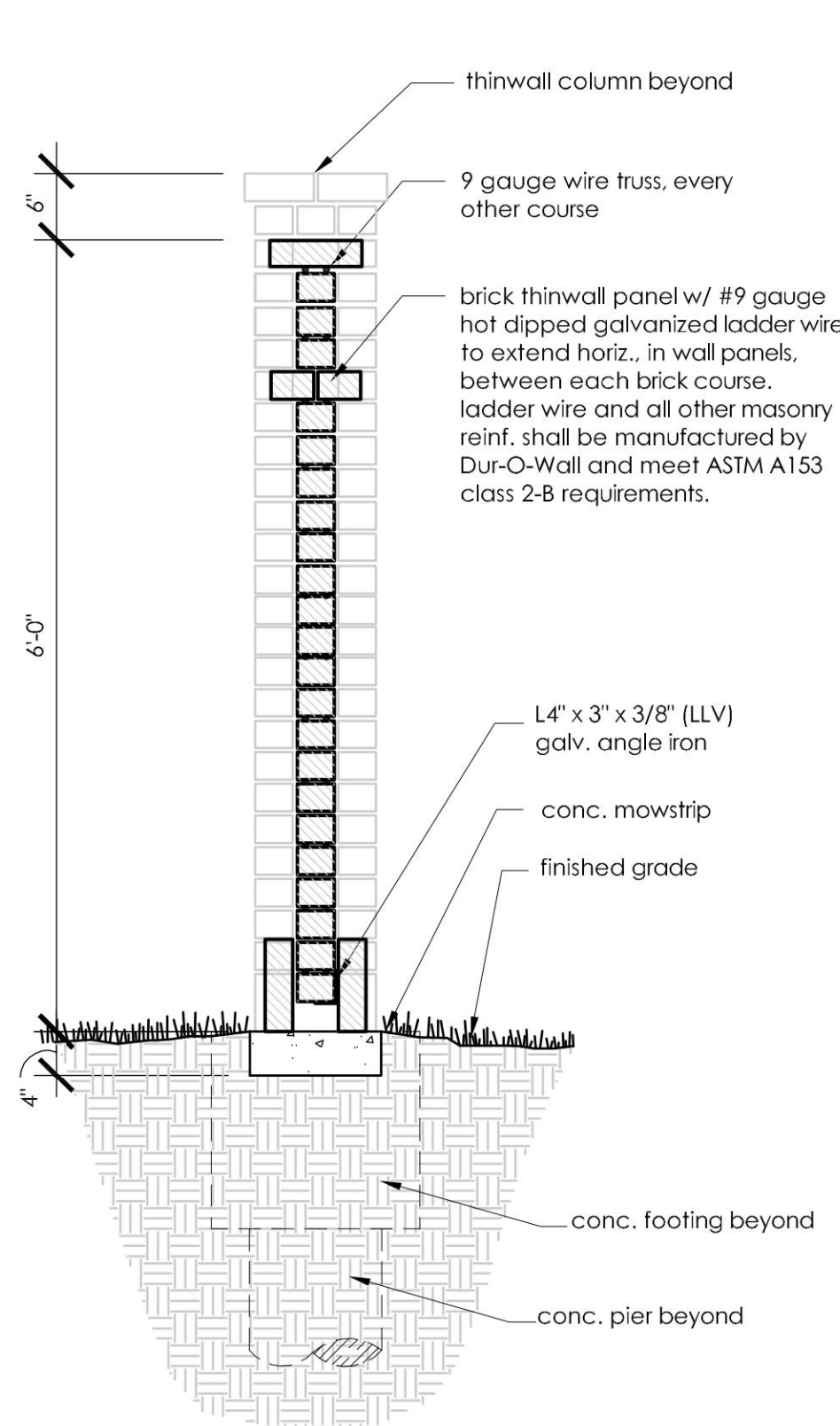
SITE DETAILS

SHEET NUMBER

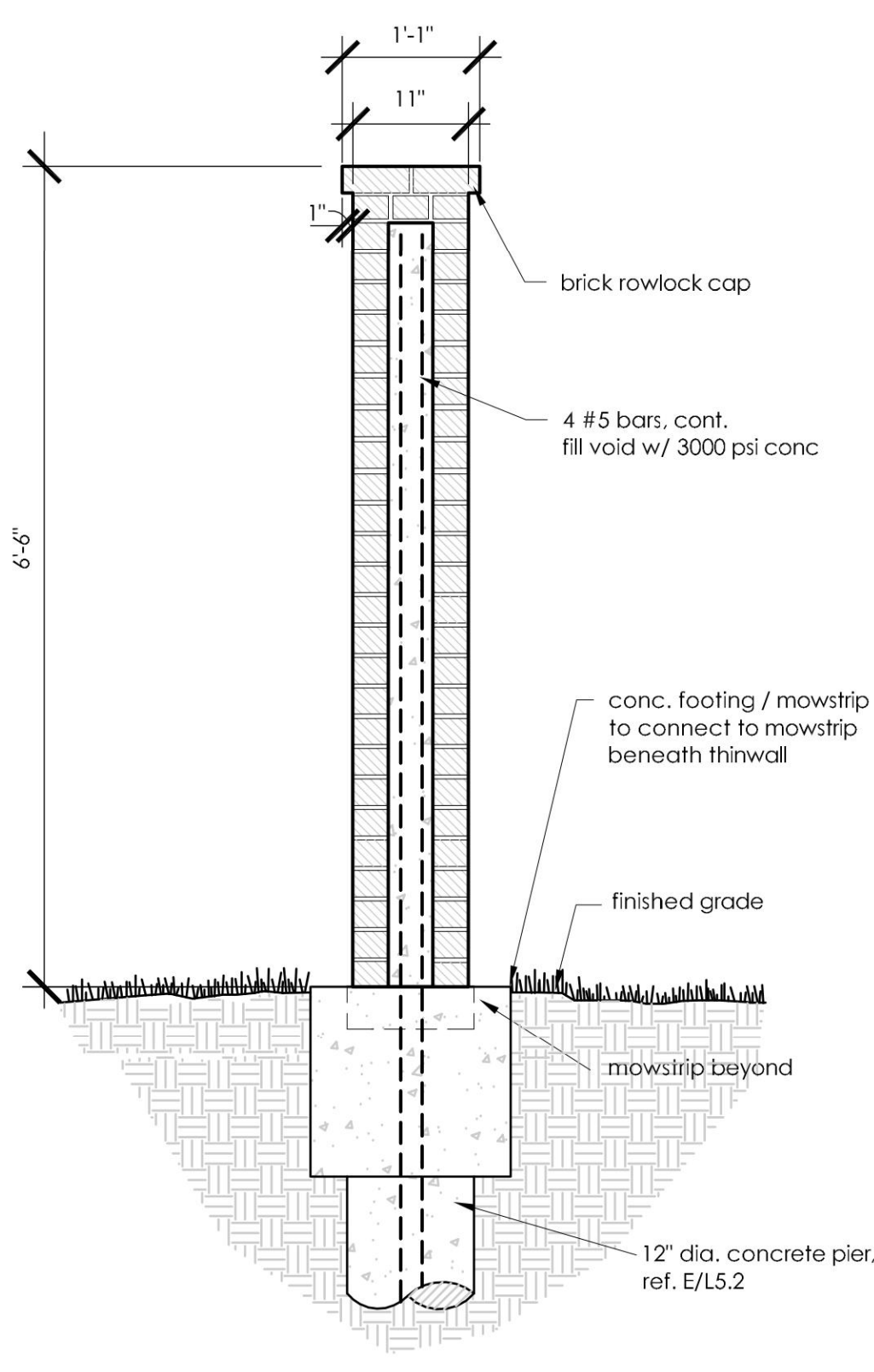
L3-02

1 BRICK THINWALL
SECTION, PLAN

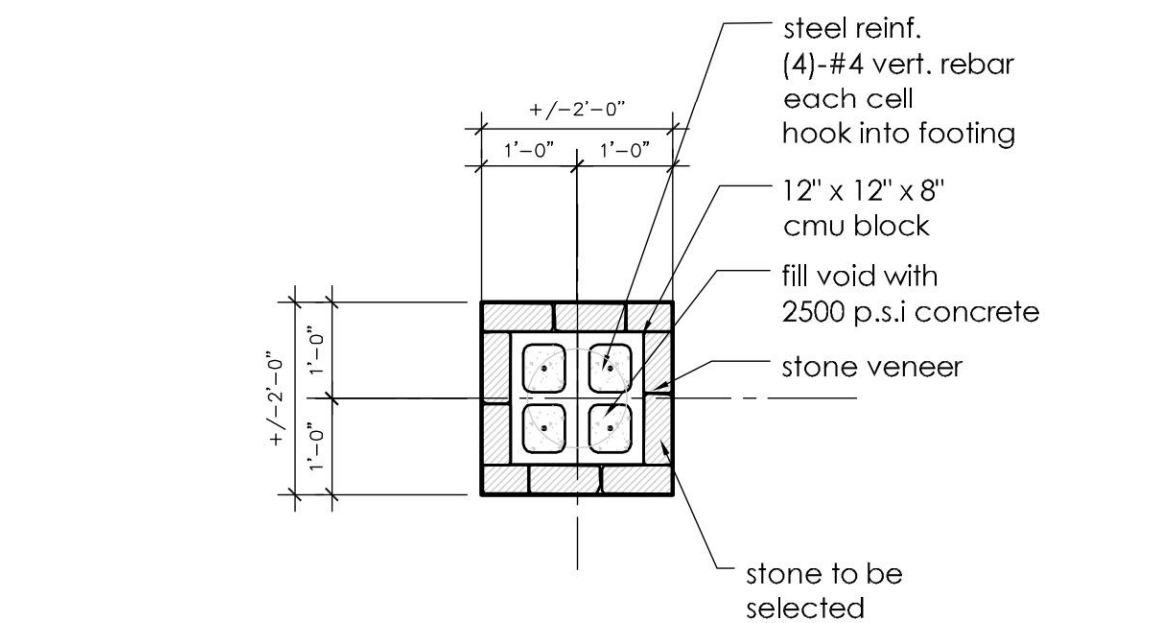
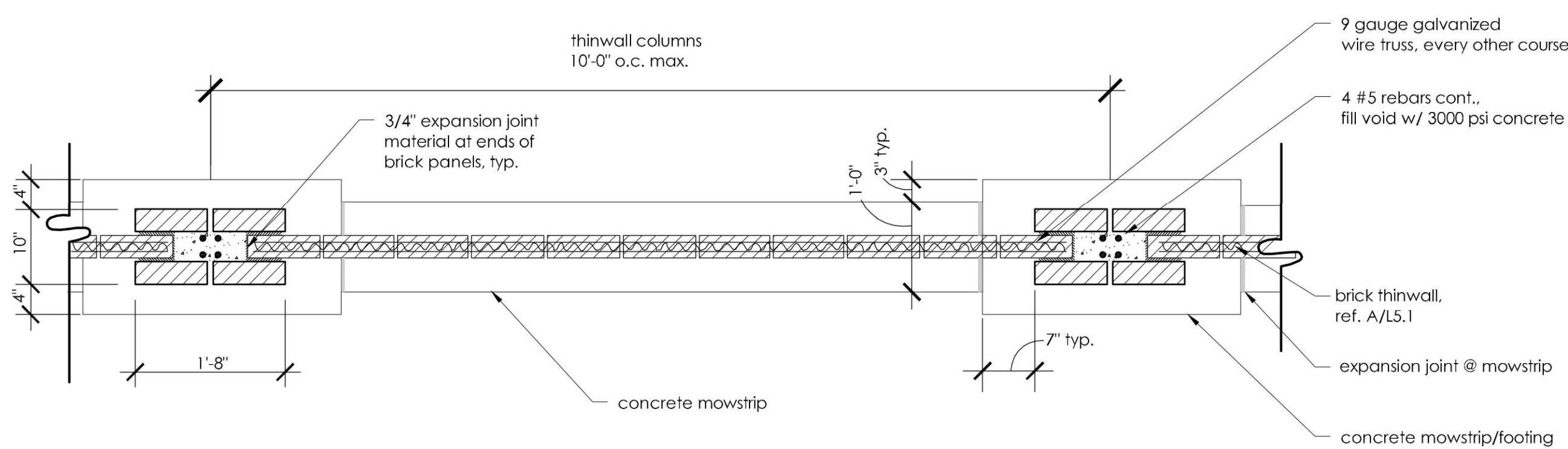
A 3/4"=1'-0" **Brick Thinwall Panel** section



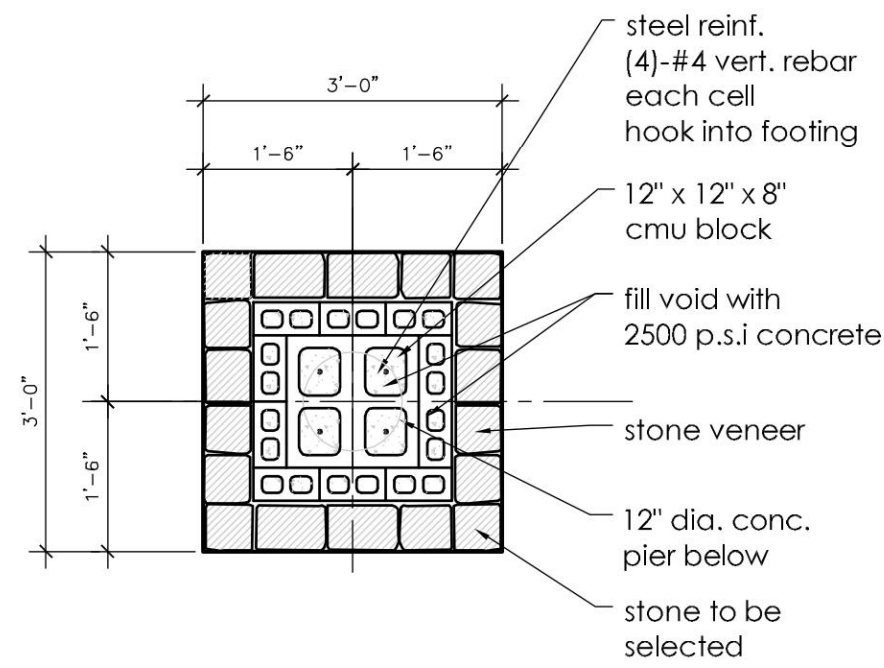
B 3/4"=1'-0" **Brick Thinwall Column** section



C 3/4"=1'-0" **Brick Thinwall** section / plan view



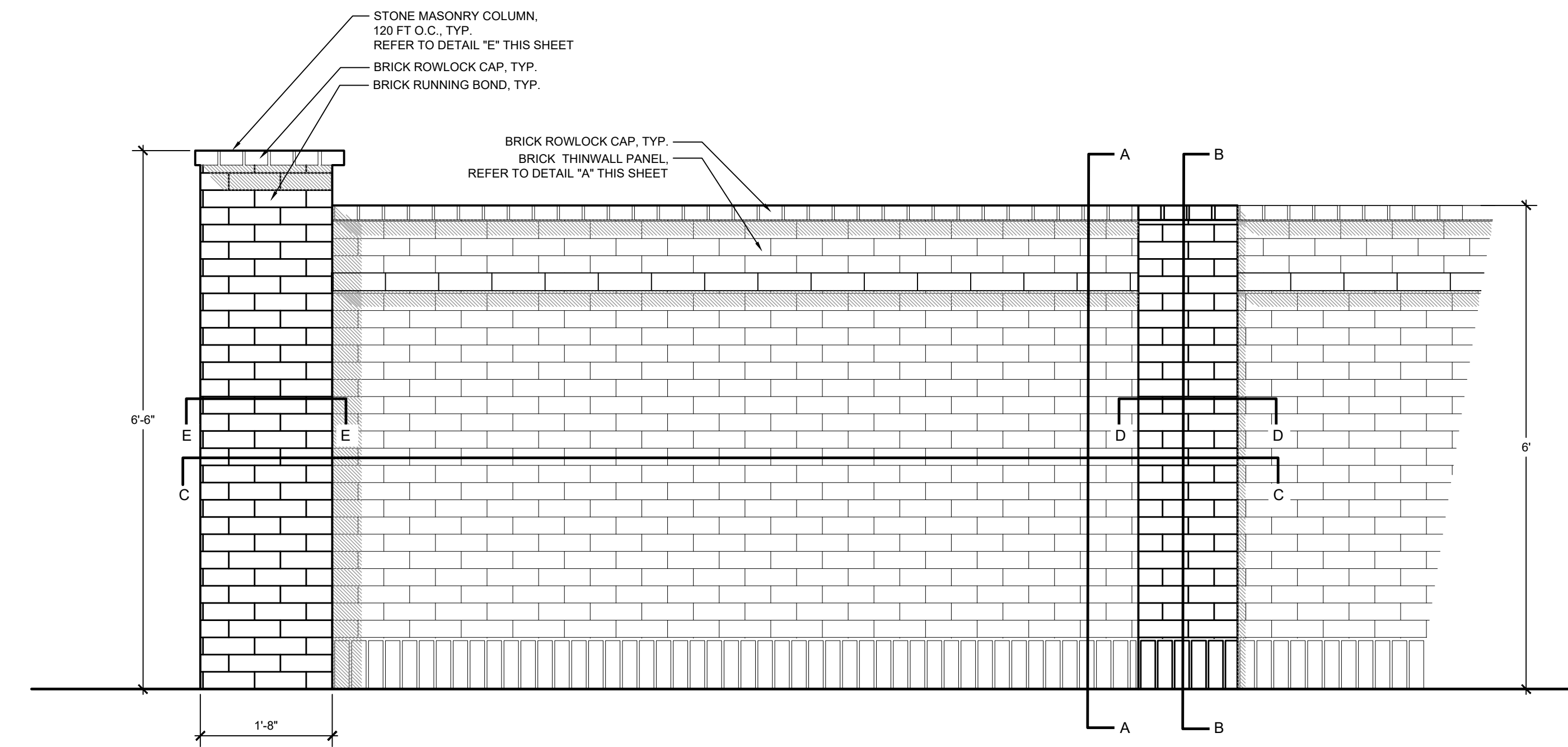
D 1/2"=1'-0" **Stone Masonry Column** section/plan view



E 1/2"=1'-0" **Stone Masonry Column** section/plan view

NOTES:
1. DRAWINGS TO SHOW DESIGN INTENT ONLY.
2. FINAL CONSTRUCTION DRAWINGS TO BE STAMPED BY STRUCTURAL ENGINEER.

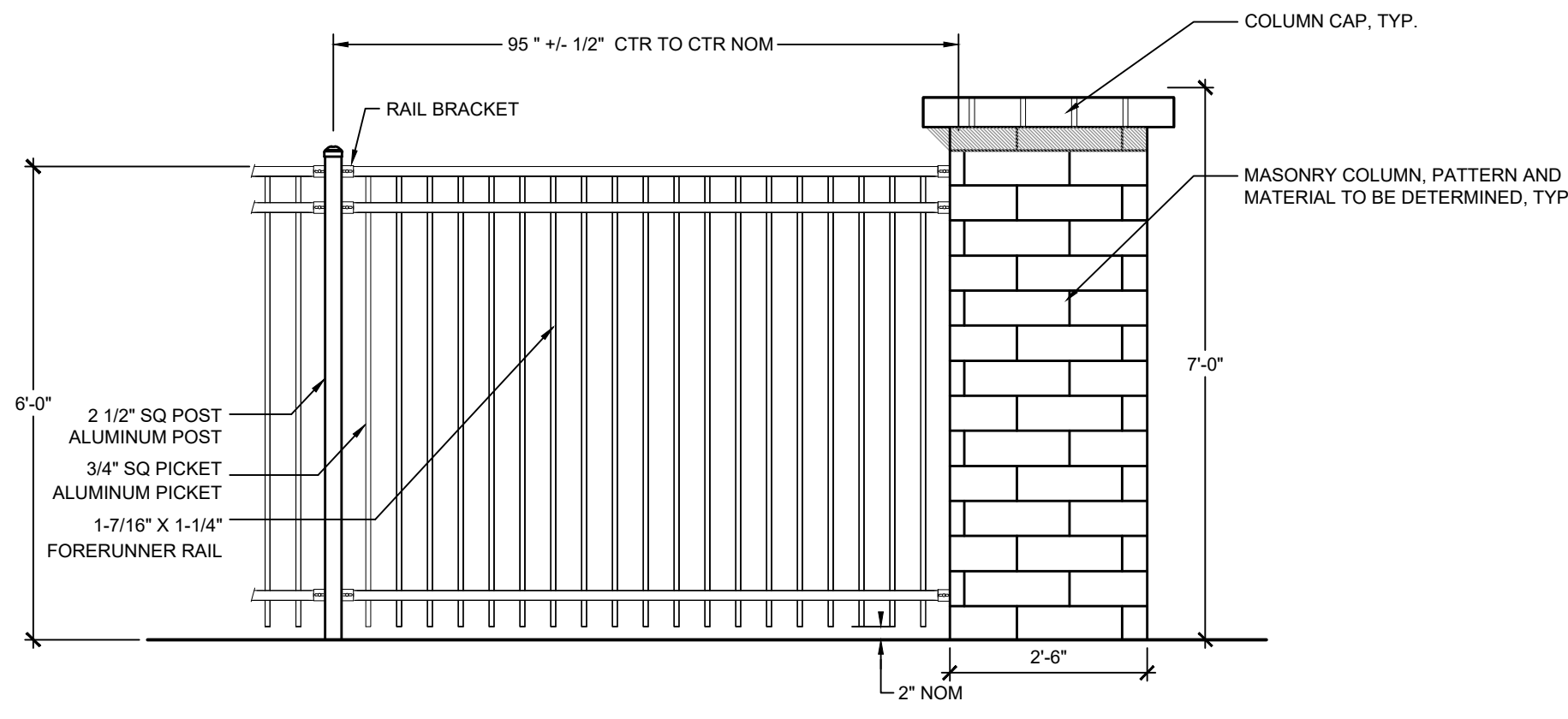
NOT TO SCALE



NOTES:
1. DETAIL FOR DESIGN INTENT PURPOSES ONLY.

2 BRICK THINWALL ELEVATION
ELEVATION

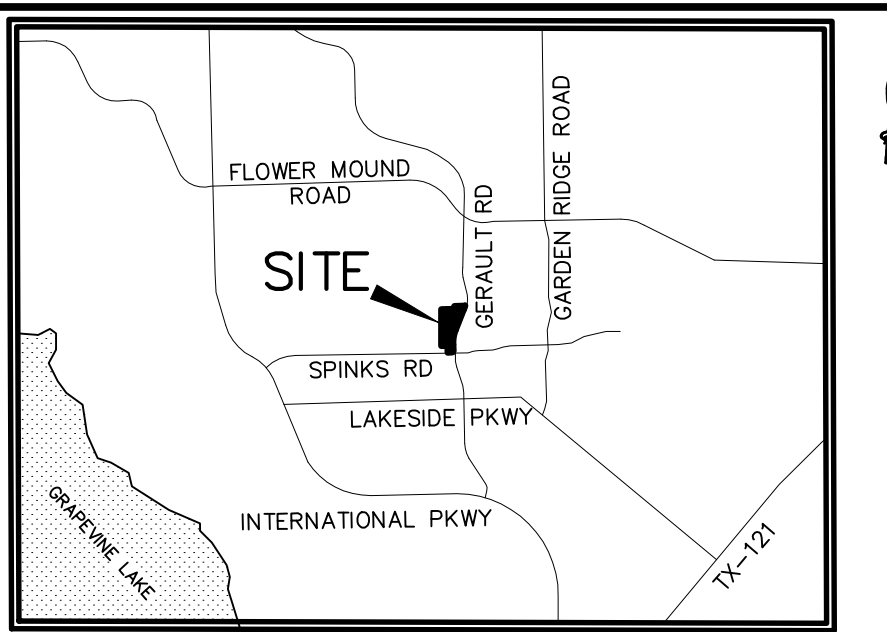
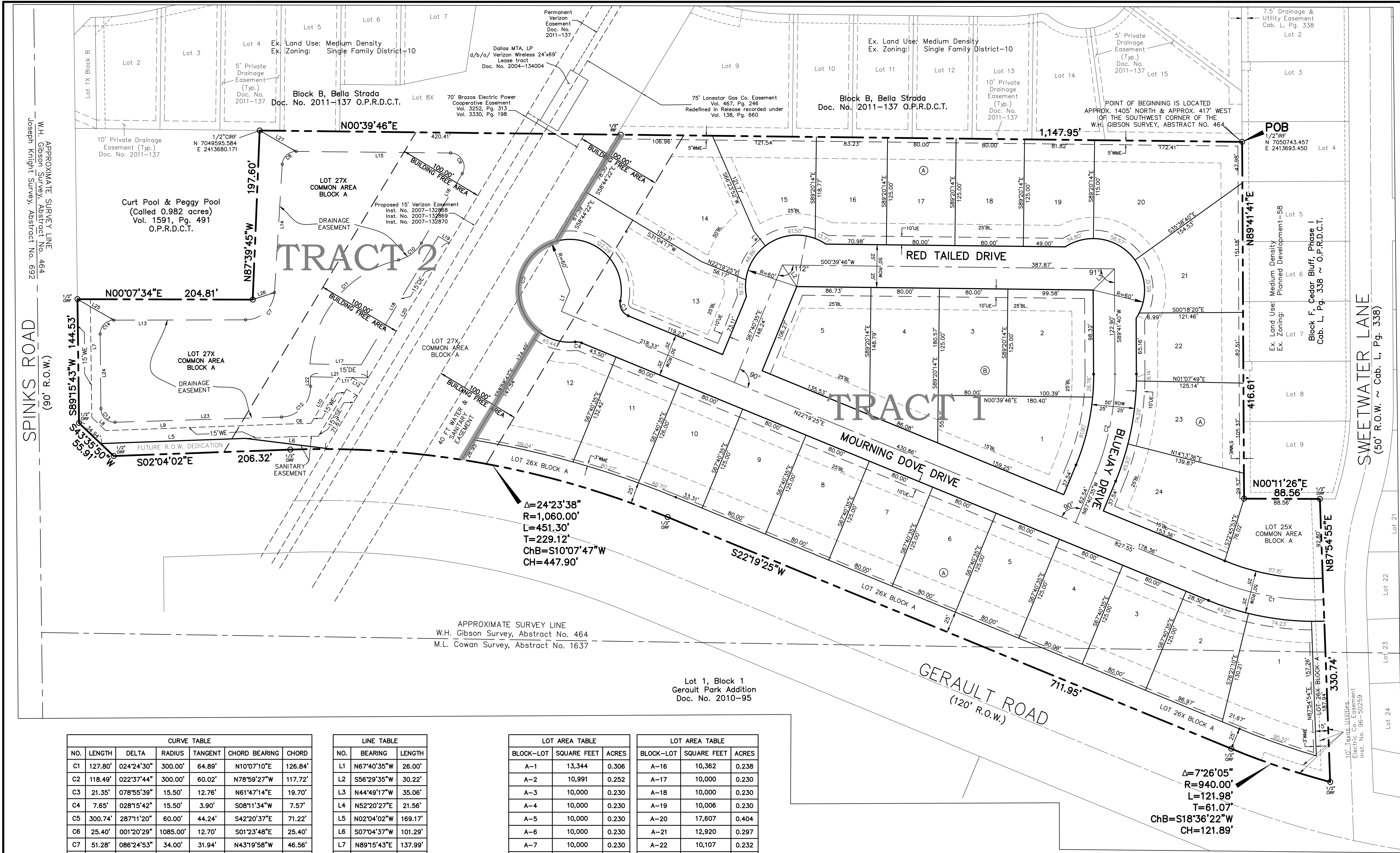
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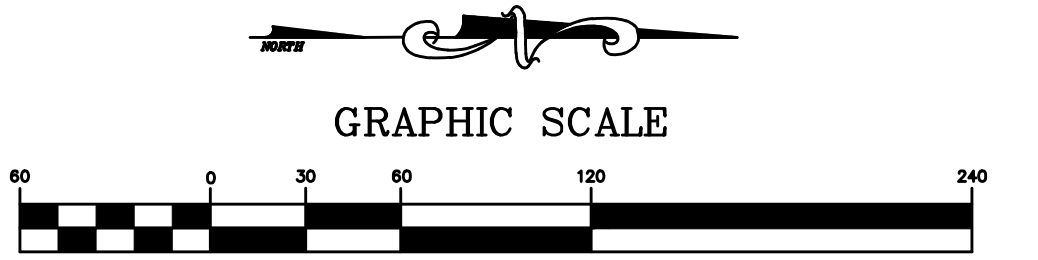
NOTES:
1. DETAIL FOR DESIGN INTENT PURPOSES ONLY.

3 DECORATIVE FENCE
ELEVATION

NTS



LOCATION MAP
NOT TO SCALE



- (IN FEET)
1 inch = 60 ft.
- LEGEND**
- POINT OF BEGINNING
IRON ROD FOUND
SQUARE FEET
25'x25' VISIBILITY EASEMENT
WALL MAINTENANCE EASEMENT
EXISTING
DOCUMENT NUMBER
DEED RECORDS DENTON COUNTY TEXAS
PUBLIC RECORDS DENTON COUNTY TEXAS
RIGHT-OF-WAY
DRAINAGE EASEMENT
UTILITY EASEMENT

- NOTES:
- "NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
 - PROPOSED DEVELOPMENT SHALL BE ONE PHASE.
 - STORMWATER DRAINAGE WILL BE CONVEYED FROM THE LOTS TO THE STREETS. ONCE WITHIN THE STREETS DRAINAGE WILL BE COLLECTED IN INLETS AND THEN CONVEYED THROUGH STORM SEWER PIPES UNTIL THEY REACH THE DETENTION BASIN (LOT 36X, BLOCK A). THE DETENTION BASIN WILL RELEASE STORM WATER FLOWS AT OR BELOW EXISTING CONDITIONS UNLESS THE CITY AND EXISTING INFRASTRUCTURE ALLOW FOR HIGHER RELEASES.
 - ALL RIGHTS-OF-WAY ARE 50' UNLESS OTHERWISE INDICATED HEREON.
 - ALL COMMON AREA X-LOTS ARE UNBUILDABLE AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 - FINAL UTILITY EASEMENTS TO BE DETERMINED AT THE TIME OF FINAL PLATTING.
 - THIS PROPERTY IS OUT OF THE 100-YEAR FLOODPLAIN.
 - ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIAL AND COLORS WITHIN THIS DEVELOPMENT.

RESIDENTIAL LOT CRITERIA (PER ZONING)			
DEV. STANDARDS	PROP. TRACT 1 SF-10 DISTRICT	PROP. TRACT 2 AGRICULTURAL DISTRICT	
MIN. LOT AREA	10,000 S.F.	87,120 S.F.	
MIN. LOT WIDTH	80 FT.	200 FT.	
MIN. FLOOR AREA/UNIT	1,800 S.F.	1,800 S.F.	
MIN. FRONT YARD	25 FT.	40 FT.	
MIN. SIDE YARD	10 FT.	25 FT.	
MIN. REAR YARD	25 FT.	20 FT.	
MAX LOT COVERAGE	40%	25 %	
MAX. HEIGHT (STORIES/FT)	3 STORIES/35 FT.	3/35 FT.	
MAX. FLOOR AREA RATIO	NO MAXIMUM	NO MAXIMUM	

DEVELOPMENT PLAN

MAGNOLIA COURT

LOTS 1-24, BLOCK A
LOTS 1-5, BLOCK B
LOTS 25X, 26X, AND 27X BLOCK A

14.802 ACRES OUT OF THE
W.H. GIBSON, ABSTRACT NUMBER 464
AND
M.L.COWAN SURVEY, ABSTRACT NO. 1637

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONTOUR LAND PARTNERS 11, LTD. APPLICANT/OWNER

4851 LBJ Freeway, Suite 205 (214) 986-5009
Dallas, Texas 75244
Contact: Jim Tchoukaleff

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
Contact: Chris Wall, P.E.

TPBE No. F-438 TBPLS No. 10076000
APRIL 11, 2019

OWNER'S CERTIFICATE §

STATE OF TEXAS §

COUNTY OF DENTON §

BEING a parcel of land located in the Town of Flower Mound, Denton County, Texas, a part of the W.H. Gibson Survey, Abstract Number 464, a part of the M.L. Cowan Survey, Abstract Number 1637, and being all of Tract I— called 11.305 acres, and all of Tract II— called 3.497 acres described in deed to Contour Land Partners 11, Ltd. As recorded in Document Number 2019–6150, Official Public Records of Denton County, Texas and being further described as follows:

BEGINNING at a one–half inch iron rod found at the northwest corner of said 11.305 acre tract of land, said point being the northeast corner of Lot 15, Block B of Belle Strada Addition, an addition to the Town of Flower Mound, as recorded in Document Number 2011–137, Official Public Records of Denton County, Texas, and said point being in the south line of Lot 4, Block F of Cedar Bluff, Phase I, an addition to the Town of Flower Mound, as recorded in Cabinet L, Page 338, Official Public Records of Denton County, Texas;

THENCE North 89 degrees 41 minutes 41 seconds East, 416.61 feet along the north line of said 11.305 acre tract, and along the south line of said Cedar Bluff, Phase 1, to a point at an interior ell corner of said 11.305 acre tract, said point being the southeast corner of Lot 9, Block F of said Cedar Bluff, Phase 1;

THENCE North 00 degrees 11 minutes 26 seconds East, 88.56 feet along the north line of said Cedar Bluff, Phase 1, and along the east line of said Lot 9, Block F to a one–half inch iron rod with cap stamped "ASC" found for corner, said point being in the south right–of–way line of Sweetwater Lane, a 50 foot right–of–way;

THENCE North 87 degrees 54 minutes 55 seconds East, 330.74 feet continuing along the north line of said 11.305 acre tract, and along the south right–of–way line of Sweetwater Lane, to a one–half inch iron rod with cap stamped "ASC" found at the northeast corner of said 11.305 acre tract, said point being at the intersection of the south right–of–way line of Sweetwater Lane and the west right–of–way line of Gerault Road, a 120 foot right–of–way;

THENCE along the west right–of–way line of Gerault Road as follows:
Southwesterly, 121.98 feet along a curve to the right having a central angle of 07 degrees 26 minutes 05 seconds, a radius of 940.00 feet, a tangent of 61.07 feet, and whose chord bears South 18 degrees 36 minutes 22 seconds West, 121.89 feet to a one–half inch iron rod with cap stamped "ASC" found for corner in the east line of said 11.305 acre tract;
South 22 degrees 19 minutes 25 seconds West, 711.95 to a one–half inch iron rod with cap stamped "ASC" found for corner in the east line of said 11.305 acre tract;
Southwesterly, 451.30 feet along a curve to the left having a central angle of 24 degrees 23 minutes 38 seconds, a radius of 1,060.00 feet, a tangent of 229.12 feet, and whose chord bears South 10 degrees 07 minutes 47 seconds West, 447.90 feet to a one–half inch iron rod with cap stamped "ASC" found for corner in the east line of said 3.497 acre tract;
South 02 degrees 04 minutes 02 seconds East, 206.32 feet to a one–half inch iron rod with cap stamped "ASC" found at the most easterly southeast corner of said 3.497 acre tract, said point being at the intersection of the west right–of–way line of Gerault Road and the north right–of–way line of Spinks Road, a 90 foot right–of–way;

THENCE along the south line of said 3.497 acre tract, and along the north line of Spinks Road as follows:
South 43 degrees 35 minutes 50 seconds West, 55.91 feet to a one–half inch iron rod with cap stamped "ASC" found at the most southerly southeast corner of said 3.497 acre tract;
South 89 degrees 15 minutes 43 seconds West, 144.53 feet to a one–half inch iron rod with cap stamped "ASC" found at the most southerly southwest corner of said 3.497 acre tract, said point being the southeast corner of a called 0.982 acre tract of land as described in a deed to Curt Pool and Peggy Pool as recorded in Volume Number 1591, Page 491, Official Public Records of Denton County, Texas;

THENCE North 00 degrees 07 minutes 34 seconds East, 204.81 feet along the southwest line of said 3.497 acre tract to a point for corner, said point being the northeast corner of said 0.982 acre tract;

THENCE North 87 degrees 39 minutes 45 seconds West, 197.60 feet along the southwest line of said 3.497 acre tract to a one–half inch iron rod with cap stamped "ASC" found at the most westerly southwest corner of said 3.497 acre tract, said point being the northwest corner of said 0.982 acre tract, said point also being in the east line of Lot 4, Block B of said Bella Strada Addition;

THENCE North 00 degrees 39 minutes 46 seconds East, 1,147.95 feet along the east line of said Bella Strada Addition to the POINT OF BEGINNING and containing 644,768 square feet or 14.802 acres of land.

The bearings shown hereon are based on Texas State Plane Coordinate System, North Central Zone (NAD 83, U.S. Feet) with a combined scale factor of 1.00015063.

AVIGATION RELEASE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, Contour Land Partners 11, Ltd., hereinafter called "Owner", is the owner of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being particularly described on the subdivision plat or in Exhibit "A" attached hereto and incorporated by reference herein, as the case may be; NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas–Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assigns, hereinafter collectively called "Cities" for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level of said property as same presently exists, to an infinite height above said 150 feet from the average ground level, or the causing in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Dallas–Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property, due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating and/or maintenance of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas–Fort Worth Regional Airport. This instrument does not release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles. It is agreed that this Release shall be binding upon Owner's heirs and assigns, and successors in interest to said property described on the subdivision plat or in Exhibit "A" attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the deed records of Denton County, Texas.

FLOOD STATEMENT: According to Community Panel No. 48121C0545G, dated April 18, 2011 of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Unshaded Zone "X", (areas determined to be outside 500–year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man–made or natural causes. This statement shall not create liability on the part of the Surveyor.

DEVELOPMENT PLAN

MAGNOLIA COURT

LOTS 1–24, BLOCK A
LOTS 1–5, BLOCK B
LOTS 25X, 26X, AND 27X BLOCK A

14.802 ACRES OUT OF THE
W.H. GIBSON, ABSTRACT NUMBER 464
AND
M.L.COWAN SURVEY, ABSTRACT NO. 1637

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONTOUR LAND PARTNERS 11, LTD. APPLICANT/OWNER

4851 LBJ Freeway, Suite 205 (214) 986–5009
Dallas, Texas 75244
Contact: Jim Tchoukaleff

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972) 248–7676
Carrollton, Texas 75006
Contact: Chris Wall, P.E.

TBPE No. F–438 TBPLS No. 10076000
APRIL 11, 2019

PLANTING NOTES:

- ALL QUANTITIES LISTED IN THE DRAWINGS ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES AND TO PROVIDE ALL MATERIALS NECESSARY FOR FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED ON THE DRAWINGS. ANY DISCREPANCY SHOULD BE REPORTED TO THE OWNER.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. HOWEVER, CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. IF FOUND CONDITIONS VARY FROM THIS PLAN, CONTRACTOR TO CONTACT OWNER OR LANDSCAPE ARCHITECT FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.
- ALL LANDSCAPED AREAS TO BE IRRIGATED.
- ALL PLANTS SHOULD BE IN ACCORDANCE WITH ANSI Z60.1 -2014, AMERICAN STANDARD FOR NURSERY STOCK PUBLICATION, APPROVED APRIL 14, 2014.
- CALIPER SIZE OF CANOPY TREES ARE TO BE MEASURED PER TOWN OF FLOWER MOUND LANDSCAPE ORDINANCE.
- ALL PLANT MATERIAL SHALL CONFORM TO THE SIZE SPECIFICATIONS (CALIPER, HEIGHT AND SPREAD) GIVEN IN THE PLANT SCHEDULE AND SHALL BE NURSERY GROWN UNLESS SPECIFIED OTHERWISE. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
- ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDDESIGN PRIOR TO PURCHASE. SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE LANDSCAPE ARCHITECT AND APPROVED IN WRITING BY THE OWNER PRIOR TO PURCHASE AND INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR
- SIZES LISTED ARE MIN. AND REFER TO HEIGHT, UNLESS OTHERWISE SPECIFIED.
- LANDSCAPE CONTRACTOR SHALL STAKE OUT LOCATIONS OF ALL TREES TO BE PLANTED FOR REVIEW BY LANDDESIGN PRIOR TO INSTALLING. LANDDESIGN RESERVES THE RIGHT TO ADJUST TREE LOCATIONS IN THE FIELD AS NECESSARY.
- SHRUB/GROUNDCOVER BEDS SHALL BE STAKED FOR REVIEW BY LANDDESIGN/OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND OR BED PREPARATION.
- LANDSCAPE CONTRACTOR SHALL INSTALL STEEL EDGING BETWEEN PLANTING BEDS AND LAWNS, OR AS SHOWN IN DETAILS.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE LANDDESIGN OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THE DRAWINGS.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION AND MUST BE REPLACED WITH PLANT OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, DEAD AND /OR REMOVED. THE PROPERTY OWNER AND/OR LESSEE SHALL MAINTAIN ALL LANDSCAPE MATERIALS AND LANDSCAPE AREAS IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL AND REPLACEMENT OF DEAD OR DISEASED TREES AND SHRUBS. MAINTENANCE SHALL BE PERFORMED ON A REGULAR BASIS IN ORDER TO MAINTAIN PLANT VIGOR AND STABILITY AND TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
- FINAL FINISHED GRADING SHALL BE REVIEWED BY LANDDESIGN. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION SUITABLE FOR PLANTING.
- TREES OVERHANGING INTO THE PUBLIC R.O.W. SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN(14) FEET OVER STREETS, DRIVE AISLES, ALLEYS AND FIRE LANES. TREES OVERHANGING PRIVATE STREETS, WALKS, AND /OR PARKING LOTS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET.
- LANDSCAPE CONTRACTOR IS REQUIRED TO PERFORM A TREE PIT PERCOLATION TEST FOR EACH TREE PIT PRIOR TO INSTALLATION. IF TREE PIT DOES NOT DRAIN WITHIN A 24-HOUR PERIOD, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A GRAVEL SUMP, FILTER FABRIC AND STAND PIPE. ALL TREE PIT SUMPS SHALL BE INCLUDED IN IN THE CONTRACTOR'S BASE BID AS A UNIT PRICE AND PROVIDE AS A DEDUCT ALTERNATE PER TREE PIT SUMPS NOT REQUIRED TO BE INSTALLED.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW SITE ENVIRONMENTAL CONDITIONS PRIOR TO AND DURING INSTALLATION OF PLANT MATERIAL. ANY DISCREPANCIES OR CONCERNS BETWEEN THE ENVIRONMENTAL SITE CONDITIONS (I.E., SOIL TYPE, WATER, CLIMATE, WIND, SUN EXPOSURE ETC.) AND THE PLANT MATERIAL SPECIFIED WITHIN THE DRAWING SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN AND/OR OWNER, AND SHALL BE DONE SO IN WRITING. CONTRACTOR SHALL PROVIDE SUGGESTED SOLUTIONS FOR ALTERNATIVE PLANT MATERIAL PROPOSED FOR SUBSTITUTION. LANDDESIGN TO REVIEW CONDITIONS AND INFORMATION SUBMITTED BY CONTRACTOR AND WILL ISSUE DIRECTIVE. SHOULD PLANT MATERIAL DIE BECAUSE OF ENVIRONMENTAL CONDITIONS DESCRIBED ABOVE, THE LANDSCAPE CONTRACTOR ASSUMES ALL WARRANTY AND GUARANTEE OF THE PLANT MATERIAL INSTALLED.
- ALL NEW PLANTING AREAS SHALL HAVE A SOIL COMPOSITION CONSISTENT WITH SANDY LOAM TO LOAM SOIL PROPERTIES AND ACIDITY RANGE OF PH 5.5 TO 7.0. CONTRACTOR TO PROVIDE A SOIL TEST OF THE EXISTING SOIL AND EITHER FULLY REPLACE OR AMEND THE EXISTING SOIL TO ACHIEVE THE SANDY LOAM TO LOAM SOIL PROPERTIES. CONTRACTOR TO SUBMIT SOIL TEST RESULTS TO LANDSCAPE ARCHITECT FOR REVIEW. CONTRACTOR SHALL PROVIDE A SOIL AMENDMENT PLAN TO ACHIEVE THE SOIL COMPOSITION DESCRIBED ABOVE.
- SOIL AMENDMENTS SHALL BE SELECTED FROM THE SOIL AMENDMENTS PROVIDED IN THE PLANTING DETAILS.
- AMENDED SOIL SHALL HAVE UNIFORM COMPOSITION THROUGHOUT, WITH A MIXTURE OF EXISTING SUBSOIL. IT SHALL BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS, AND OTHER EXTRANEIOUS MATTER. IT SHALL CONTAIN NO MAN-MADE MATERIALS UNLESS OTHERWISE SPECIFIED. AMENDED SOIL SHALL NOT BE USED WHILE IN A FROZEN OR MUDDY CONDITION.
- ALL NEW PLANTING AREAS, AMENDED SOILS SHALL BE TO A DEPTH OF:
 - 4"-6" FOR SOLID TURF AREAS
 - 8"-12" FOR GROUNDCOVER AREAS
 - 12"-18" FOR SHRUB AREAS
 - 24"-36" FOR TREE PITS AND AREAS.
- AFTER PLANTING SOIL MIXES ARE INSTALLED IN PLANTING BED AREAS AND JUST PRIOR TO THE INSTALLATION OF SHRUB OR GROUNDCOVER PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN.
- IN ALL EXISTING PLANTING AREAS DESIGNATED TO RECEIVE NEW PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE THE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN. IN NO CASE WILL THIS BE PERFORMED WHERE IT MAY NEGATIVELY IMPACT THE HEALTH OF ADJACENT, EXISTING PLANT MATERIALS WHICH ARE DESIGNATED TO REMAIN.
- LANDSCAPE CONTRACTOR TO WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR. THE CONTRACTOR AGREES TO REPLACE DEFECTIVE WORK AND DEFECTIVE PLANTS, AND THAT THE OWNER'S REPRESENTATIVE SHALL MAKE THE FINAL DETERMINATION IF PLANTS MEET THE REQUIRED SPECIFICATIONS OR THAT PLANTS ARE DEFECTIVE. PLANTS DETERMINED TO BE DEFECTIVE SHALL BE REMOVED IMMEDIATELY UPON NOTIFICATION BY THE OWNER'S REPRESENTATIVE AND REPLACED WITHOUT COST TO THE OWNER, AS SOON AS WEATHER CONDITIONS PERMIT AND WITHIN THE SPECIFIED PLANTING PERIOD. THE REPLACED MATERIALS SHALL ALSO RECEIVE A WARRANTY PERIOD OF ONE YEAR WHICH STARTS AT THE DATE OF INSTALLATION. BULBS, ANNUAL FLOWERS, AND SEASONAL COLOR PLANTS SHALL ONLY BE WARRANTED FOR THE PERIOD OF THE EXPECTED BLOOM OR PRIMARY DISPLAY.
- CONTRACTOR TO REFER TO PLANTING NOTES FROM TOWN OF FLOWER MOUND ORDINANCE 47-17. IN THE EVENT OF A CONFLICT BETWEEN THESE PLANTING NOTES AND THE ORDINANCE 47-17 PLANTING NOTES, THE MORE STRINGENT SHALL APPLY.

IRRIGATION NOTES:

- A FULLY AUTOMATED IRRIGATION SYSTEM PROVIDING 100% COVERAGE SHALL BE PROVIDED FOR ALL PLANTING AREAS, UNLESS NOTED OTHERWISE. SYSTEM SHALL BE IN OPERATION PRIOR TO INSTALLATION OF ANY PLANT MATERIAL OTHER THAN CANOPY TREES.
- ALL PLANTING BEDS/ SHRUB AND GROUNDCOVER AREAS TO BE IRRIGATED WITH EITHER 12" SPRAY POP-UPS AND/OR A LANDSCAPE DRIP-LINE SYSTEM, UNLESS NOTED OTHERWISE.
- IRRIGATION SYSTEM IS DESIGN/BUILD. CONTRACTOR TO PROVIDE DRAWINGS AND CUT SHEETS OF ALL COMPONENTS.
- PROVIDE AS-BUILT DRAWINGS OF IRRIGATION AFTER INSTALLATION.

MATERIALS + PAVING NOTES:

- ALL RETAINING/ DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIAL AND COLORS WITH THIS DEVELOPMENT.
- REFER TO CIVIL ENGINEER DRAWINGS FOR ANY OTHER MATERIALS + PAVING NOTES.

GENERAL NOTES:

- BASE INFORMATION, INCLUDING EXISTING CONDITIONS, TOPOGRAPHY, EXISTING UTILITIES, AND BOUNDARY INFORMATION IS FROM PLANS BY: JBI PARTNERS
- WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDDESIGN OF ANY DISCREPANCIES.
- DIMENSIONS ARE TO FACE OF OBJECT, UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS.
- ALL PROPOSED FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE OWNER'S SURVEY AND OR CIVIL ENGINEER. ANY DISCREPANCIES IN ACTUAL FIELD MEASUREMENTS ARE TO BE REPORTED TO LANDDESIGN IMMEDIATELY.
- PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN THE FIELD FOR REVIEW BY LANDDESIGN. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION OF HARDSCAPE CONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL ITEMS PER DRAWINGS AND SPECIFICATION. NOTIFY LANDDESIGN OF ANY MAJOR DISCREPANCIES BETWEEN CONTRACTOR'S VERIFIED QUANTITIES, BID BOOK, AND INTENT OF DRAWING.
- CONTRACTOR IS RESPONSIBLE FOR ALL FINAL QUANTITIES PER DRAWINGS AND SPECIFICATIONS ANY QUANTITIES PROVIDE BY LANDDESIGN ARE PROVIDED FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE. LANDDESIGN SHOULD BE NOTIFIED OF ANY GRADING DISCREPANCIES.
- THE CONTRACTOR SHALL EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS IN THEIR ENTIRETY. SURVEY THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK. ALL COSTS SUBMITTED SHALL BE BASED ON THOROUGH KNOWLEDGE OF ALL WORK AND MATERIALS REQUIRED ANY DISCREPANCY AND/ OR UNCERTAINTY AS TO WHAT MATERIAL OR PRODUCT IS TO BE USED, SHALL BE VERIFIED WITH THE OWNER OR LANDDESIGN PRIOR TO BIDDING.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF WORK, AND FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
- IN THE EVENT A DISCREPANCY IS FOUND IN THE CONTRACT DOCUMENTS, THE OWNER & LANDDESIGN SHALL BE NOTIFIED IMMEDIATELY.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THIS SITE AND AND BE RESPONSIBLE FOR ACCURACY AND CORRECTNESS OF SAME.
- CONTRACTOR SHALL COORDINATE WORK WITH ALL OTHER TRADES AND NOTIFY OWNER & LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY GOVERNING AUTHORITIES, AN APPROVED TESTING LABORATORY TO MAKE ALL TESTS FROM CONCRETE, SOIL COMPACTION AND WELDING TO INSURE COMPLIANCE WITH PLANS, STANDARDS AND CODES. COST SHALL BE INCLUDED AS INCIDENTAL TO THE CONTRACT.
- ALL EXISTING WORK OR LANDSCAPING NOT SHOWN TO BE ALTERED OR REMOVED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR(S) SHALL BEAR THE TOTAL EXPENSE FOR, AND SHALL REPAIR ANY DAMAGE TO EXISTING CONDITIONS, OR IMPROVEMENTS NOT INDICATED IN THE DRAWINGS OR SPECIFICATIONS TO RECEIVE ALTERATION, ADDITIONS OR REMOVAL.

LAYOUT, GRADING, AND ACCESSIBILITY NOTES:

- REFER TO CIVIL ENGINEER DRAWINGS.

OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

CIVIL ENGINEER

JBI PARTNERS
2121 MIDWAY ROAD, #300
CARROLLTON, TX 75001
972.248.7676

KEY MAP

SEAL

PRELIMINARY
FOR REVIEW PURPOSES ONLY
AND SHALL NOT BE USED FOR
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CONSTRUCTION.

C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2948

NOT FOR
CONSTRUCTION

PROJECT

MAGNOLIA
COURT

DEVELOPMENT PLAN

FLOWER MOUND, TEXAS

DENTON COUNTY

LANDDESIGN PROJ.#
8517032

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.19
	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE NORTH

VERT: N/A
HORZ: NTS

(NOT TO SCALE)

SHEET TITLE

NOTES

SHEET NUMBER

L0-01

ABBREVIATIONS

A	AD	AREA DRAIN	L	L	LENGTH
	ADJ	ADJACENT		LT	LIGHT
	AFG	ABOVE FINISHED GRADE		LP	LOW POINT
	ALT	ALTERNATE			
	ALUM	ALUMINUM	M	MAS	MASONRY
B	APPROX	APPROXIMATE		MATL	MATERIAL
	ARCH	ARCHITECT(URAL)		MAX	MAXIMUM
				MECH	MECHANICAL
				MED	MEDIUM
	BLDG	BOTTOM OF CURB		MFR	MANUFACTURER
C	BLKS	BUILDING	N	MIN	MINIMUM
	BOC	BLOCKING		MISC	MISCELLANEOUS
	BOC	BACK OF CURB		MTL	METAL
	BOT	BOTTOM			
	BR	BOTTOM OF RAMP			
D	BS	BOTTOM OF STAIR	O	OC	ON CENTER
	BW	BOTTOM OF WALL		OD	OUTSIDE DIAMETER
				OPNG	OPENING
				OPP	OPPOSITE
E	CEM	CEMENT	P	PA	PLANTING AREA
	CIP	CAST IN PLACE		PB	PLANT BED
	CJ	CONTROL JOINT		PERF	PERFORATED
	CMU	CONCRETE MASONRY UNIT		PNL	PANEL
	CO	CLEANOUT		PNT	PAINT(ED)
F	COL	COLUMN	Q	PT	POUNDS/SQUARE INCH
	CONT	CONTINUOUS		POB	PRESSURE TREATED
	CONC	CONCRETE		POC	POINT OF BEGINNING
	CU FT	CUBIC FEET		PROP	POINT OF CURVATURE
					PROPOSED
G	DD	DECK DRAIN	R	QTY	QUANTITY
	DE	DRAINAGE EASEMENT			
	DI	DRAIN INLET			
	DIA	DIAMETER			
	DIAG	DIAGONAL			
H	DIM	DIMENSION	S	RAD	RADIUS
	DN	DOWN		REINF	REINFORC(E), (ING)
	DS	DOWN SPOUT		REQD	REQUIRED
	DWG(S)	DRAWING(S)		REV	REVISION
				R.O.W	RIGHT OF WAY
I			T		
				S	SOUTH
				SB	SETBACK
				SCHED	SCHEDUL(E), (ED)
				SD	STORM DRAIN
J			U	SF	SQUARE FOOT, FEET
				SIM	SIMILAR
				SQ	SQUARE
				SSMH	SANITARY SEWER MANHOLE
				STL	STEEL
K			V	SSTL	STAINLESS STEEL
				STD	STANDARD
				SUSP	SUSPENDED
				SW	SIDEWALK
				SYM	SYMBOL
L			W		
				TBD	TO BE DETERMINED
				TC	TOP OF CURB
				THK	THICK(NESS)
				TR	TOP OF RAMP
M			UE	TS	TOP OF STAIR
				TW	TOP OF WALL
				TYP	TYPICAL
N			U.N.O		
O			VERT		
				VIF	VERTICAL
					VERIFY IN FIELD
P			W		
				W	WEST, WIDE, WIDTH
				W/	WITH
				W/O	WITHOUT
				WD	WOOD
Q			WL		
				WM	WATER LINE
				WT	WATER METER
				WWM	WEIGHT
					WELDED WIRE MESH
R					
S					
T					
U					
V					
W					
X					
Y					
Z					

NOTE: ABBREVIATIONS APPLY TO LANDDESIGN NOTATIONS ONLY.
SURVEY, ARCHITECTURAL AND OTHER ABBREVIATIONS MAY VARY.

OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
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DALLAS, TEXAS 75244

CIVIL ENGINEER

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2121 MIDWAY ROAD, #300
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KEY MAP

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PROJECT

**MAGNOLIA
COURT**

DEVELOPMENT PLAN

FLOWER MOUND, TEXAS

DENTON COUNTY

LANDDESIGN PROJ.#

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	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE NORTH

VERT: N/A
HORZ:

SHEET TITLE

LEGEND

SHEET NUMBER

L0-02

KEY MAP

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4	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

VERT: N/A
HORZ: 1"=60'

SHEET TITLE

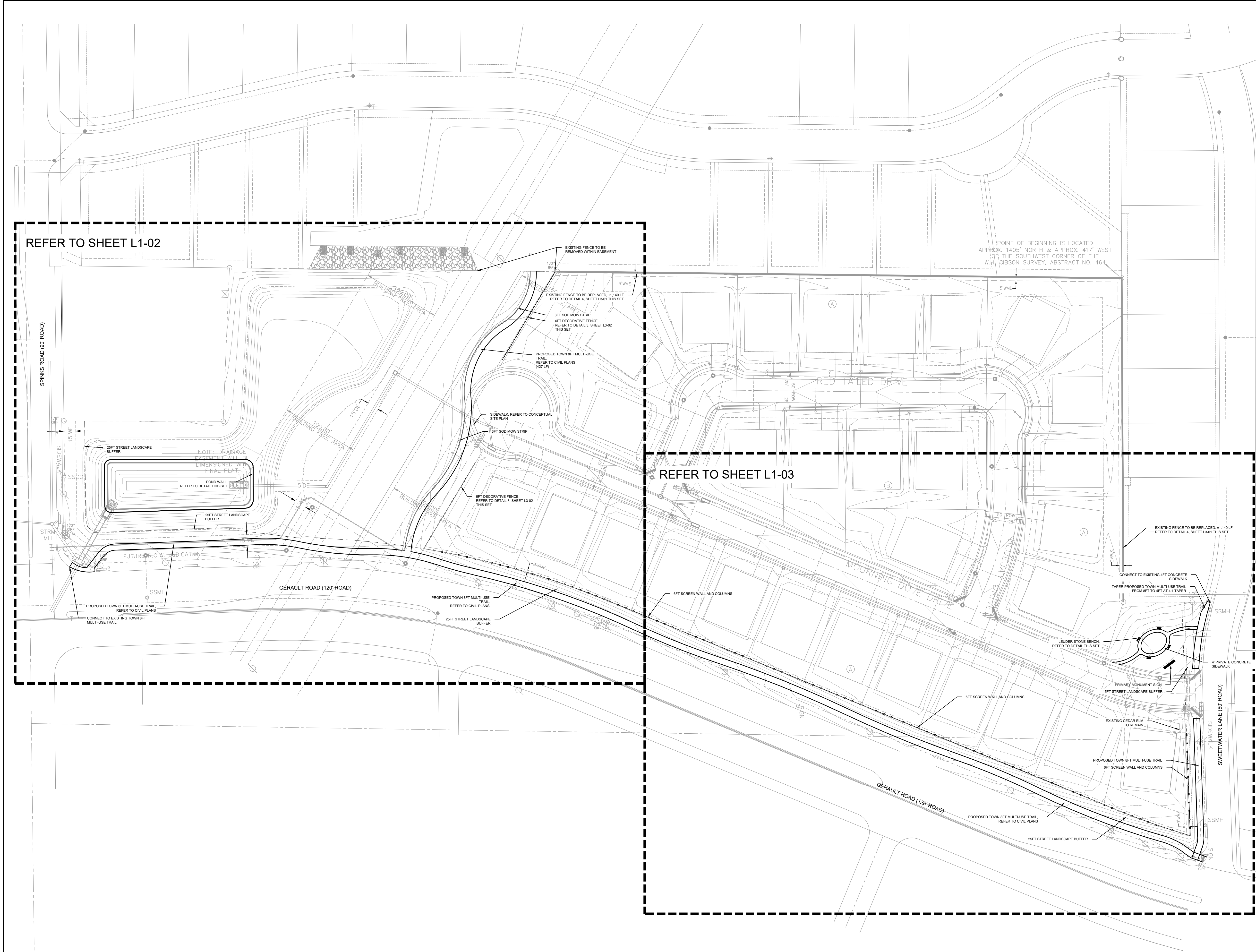
OVERALL PLAN

SHEET NUMBER

L1-01



TEXAS811
CALL BEFORE YOU DIG!
TEXAS ONE-CALL CENTER
IT'S THE LAW!



CIVIL ENGINEER
BI PARTNERS
121 MIDWAY ROAD, #300
CARROLLTON, TX 7500
72.248.7676

AL

C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2948

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PROJECT _____

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COURT**

DEVELOPMENT PLAN
FLOWER MOUND, TEXAS
DENTON COUNTY

NDDESIGN PROJ.# 8517032

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DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

VERT: N/A
HORIZ: 1"=30'

0 15' 30' 60'

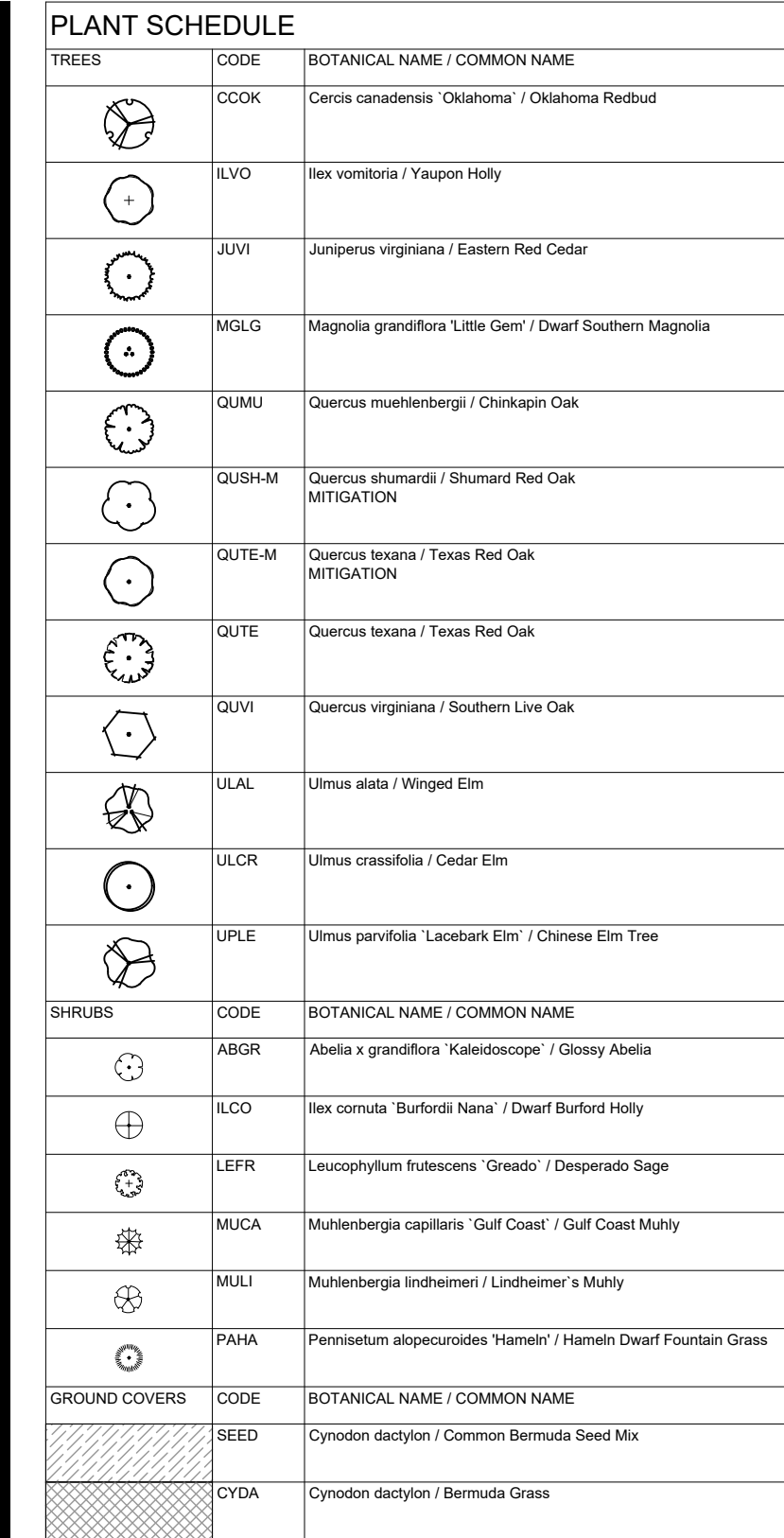
NORTH

A circular north arrow with a white arrow pointing to the right, indicating North is towards the right side of the page.

PLANTING PLAN

SHEET NUMBER

L1-02



REFER TO SHEET L1-03



TEXAS811
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TEXAS ONE-CALL CENTER
IT'S THE LAW!

BI PARTNERS
121 MIDWAY ROAD, #300
CARROLLTON, TX 7500
72.248.7676

C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

**NOT FOR
CONSTRUCTION**

DENTON COUNTY

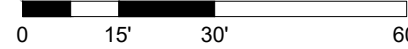
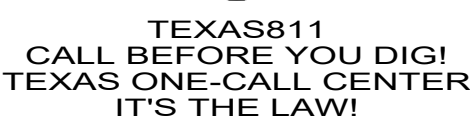
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	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.19
	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

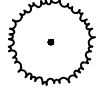
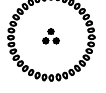
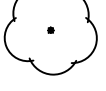
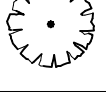
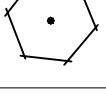
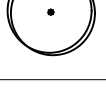
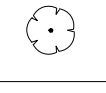
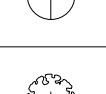
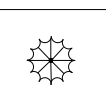
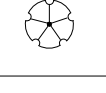
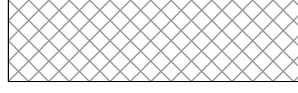
MALE NORTH

MEET TITLE

SHEET NUMBER

L1-03



PLANT SCHEDULE						
TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONTAINER	CALIPER	SIZE
	CCOK	28	Cercis canadensis 'Oklahoma' / Oklahoma Redbud	B & B / CONT.	2" CAL.	8'-10' HT.
	ILVO	20	Ilex vomitoria / Yaupon Holly	B & B / CONT.	3" CAL.	8'-10' HT.
	JUVI	5	Juniperus virginiana / Eastern Red Cedar	B & B / CONT.	3" CAL.	10'-12' HT.
	MGLG	11	Magnolia grandiflora 'Little Gem' / Dwarf Southern Magnolia	B & B / CONT.	3" CAL.	10'-12' HT.
	QUMU	9	Quercus muehlenbergii / Chinkapin Oak	B & B / CONT.	3" CAL.	10'-12' HT.
	QUSH-M	6	Quercus shumardii / Shumard Red Oak MITIGATION	B & B / CONT.	3" CAL.	10'-12' HT.
	QUTE-M	4	Quercus texana / Texas Red Oak MITIGATION	B & B / CONT.	3" CAL.	10'-12' HT.
	QUTE	3	Quercus texana / Texas Red Oak	B & B / CONT.	3" CAL.	10'-12' HT.
	QUVI	1	Quercus virginiana / Southern Live Oak	B & B / CONT.	3" CAL.	10'-12' HT.
	ULAL	11	Ulmus alata / Winged Elm	B & B / CONT.	3" CAL.	8'-10' HT.
	ULCR	10	Ulmus crassifolia / Cedar Elm	B & B / CONT.	3" CAL.	10'-12' HT.
	UPLE	3	Ulmus parvifolia 'Lacebark Elm' / Chinese Elm Tree	B & B / CONT.	3" CAL.	10'-12' HT.
SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONTAINER	SPACING	SIZE
	ABGR	145	Abelia x grandiflora 'Kaleidoscope' / Glossy Abelia	3 GAL.	2' O.C.	12"-14" HT MIN.
	ILCO	73	Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly	5 GAL.	3' O.C.	30" HT MIN.
	LEFR	18	Leucophyllum frutescens 'Greado' / Desperado Sage	5 GAL.	4' O.C.	2' HT MIN.
	MUCA	237	Muhlenbergia capillaris 'Gulf Coast' / Gulf Coast Muhly	3 GAL.	2.5' O.C.	1.5' HT MIN.
	MULI	115	Muhlenbergia lindheimeri / Lindheimer's Muhly	5 GAL.	4' O.C.	2' HT MIN.
	PAHA	117	Pennisetum alopecuroides 'Hameln' / Hameln Dwarf Fountain Grass	1 GAL.	1.5' O.C.	8"-10" HT MIN.
GROUND COVERS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONTAINER	SPACING	SIZE
	SEED	118,897 sf	Cynodon dactylon / Common Bermuda Seed Mix	--		
	CYDA	69,619 sf	Cynodon dactylon / Bermuda Grass	SOD		

LANDSCAPE REQUIREMENT COMPLIANCE TOWN OF FLOWER MOUND, TEXAS			
STREET BUFFER WIDTH			
	REQUIRED	PROVIDED	
GERAULT ROAD	25 FT BUFFER	25 FT BUFFER	
SPINKS ROAD	25 FT BUFFER	25 FT BUFFER	
SWEETWATER LANE	15 FT BUFFER	15 FT BUFFER	
STREET BUFFER TREES			
STREET FRONTAGE	STANDARD	REQUIRED	PROVIDED
GERAULT ROAD = 1,492 LF	1 / 30 LF	50 TREES (3" CAL.)	50 TREES (3" CAL.)
SPINKS ROAD = 172 LF	1 / 30 LF	6 TREES (3" CAL.)	6 TREES (3" CAL.)
SWEETWATER LANE = 300 LF	1 / 30 LF	10 TREES (3" CAL.)	10 TREES (3" CAL.)
EXISTING TREES WITHIN STREET BUFFER TO HELP FULFILL STREET BUFFER TREE REQUIREMENTS			

STREET BUFFER MITIGATION TREE CREDITS			
STANDARD	STREET FRONTAGE	PRESERVED TREES	TREE CREDITS
1 PRESERVED PROTECTED/SPECIMEN TREE = 1 TREE CREDIT	GERAULT ROAD	0	0
	SPINKS ROAD	0	0
	SWEETWATER LANE	0	0

GENERAL PLANTING NOTES:

- ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES FOR THE TOWN OF FLOWER MOUND.
- REFER TO SHEET L1-05 FOR ADDITIONAL PLANTING NOTES AND DETAILS.
- THIS PLAN IS FOR PLANTING LOCATIONS ONLY AND ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN.
- FINAL TREE LOCATIONS TO BE DETERMINED DURING FINAL PLAT.
- ALL PROPOSED TREE LOCATIONS TO BE FIELD VERIFIED BY TOWN OF FLOWER MOUND PARKS, TRAILS, AND LANDSCAPE SPECIALIST PRIOR TO PLANTING AND INSTALLATION TO AVOID CONFLICTS WITH EXISTING PROTECTED AND SPECIMEN TREE CANOPIES THAT ARE BEING PRESERVED.

5301 ALPHA ROAD, SUITE 24
DALLAS, TX 75240
214.785.6009
WWW.LANDDESIGN.COM

OWNER/DEVELOPER
CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

CIVIL ENGINEER
JBI PARTNERS
2121 MIDWAY ROAD, #300
CARROLLTON, TX 75006
972.248.7676

KEY MAP

SEAL

PRELIMINARY
FOR REVIEW PURPOSES ONLY
AND SHALL NOT BE USED FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.

C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

Registration Number: 2948

NOT FOR
CONSTRUCTION

PROJECT

MAGNOLIA
COURT

DEVELOPMENT PLAN
FLOWER MOUND, TEXAS
DENTON COUNTY

LANDDESIGN PROJ.#
8517032

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.19
	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE NORTH

VERT: N/A
HORZ: N/A

SHEET TITLE

PLANT SCHEDULE

SHEET NUMBER

L1-04



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OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

CIVIL ENGINEER

JBI PARTNERS
2121 MIDWAY ROAD, #300
CARROLLTON, TX 75006
972.248.7676

TREE PROTECTION NOTES:

THE DEVELOPER AND CONTRACTOR SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES PER TOWN OF FLOWER MOUND ORDINANCE.

- PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF THE SPECIMEN TREE.
- PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS. DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, ON OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY. WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE, THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.
- DURING CONSTRUCTION, THE DEVELOPER OR PROPERTY OWNER SHALL PROHIBIT THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.
- NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO THE SPECIMEN TREE.
- WITH MAJOR GRADE CHANGES OF SIX INCHES OR GREATER, A RETAINING WALL OR TREE WELL OF ROCK, BRICK, LANDSCAPE TIMBERS OR OTHER APPROVED MATERIALS SHALL BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN THE DRIP LINE OF THE TREE. THE TOP OF THE RETAINING WALL OR TREE WELL SHALL BE CONSTRUCTED AT THE NEW GRADE.
- UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF THE SPECIMEN TREE.
- ANY TREES REMOVED DURING LAND DEVELOPMENT, CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITIES SHALL BE CHIPPED OR HAILED OFF-SITE. BURNING OF REMOVED TREES IS PROHIBITED UNLESS PRIOR APPROVAL IS GIVEN BY THE TOWN'S FIRE MARSHAL.
- THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE MAY REQUIRE ADDITIONAL PROTECTION MEASURES OR BEST MANAGEMENT PRACTICES AS NEEDED ON A CASE BY CASE BASIS TO ADEQUATELY PROTECT SPECIMEN TREES.

GENERAL NOTES:

- SPECIMEN TREE SURVEY INFORMATION AND ON-SITE DOCUMENTATION PROVIDED BY LANDESIGN.
- SHEETS L1-02 - L1-04 PRODUCED BY LANDESIGN ARE FOR CONVEYING TREE ORDINANCE REQUIREMENTS ONLY, BASED ON THE SPECIMEN TREE SURVEY INFORMATION.
- THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE AND WILL BE FINALIZED DURING THE PERMITTING PROCESS BASED ON FINAL SITE PLAN AND GRADING PLANS.
- ADDITIONAL PROTECTED TREES TO BE PRESERVED ON SITE AS FINAL GRADING ALLOWS AND FINALIZED DURING THE DEVELOPMENT/PERMITTING PROCESS.
- REFER TO SHEET L1-04 FOR ADDITIONAL SPECIMEN/PROTECTED TREE MITIGATION INFORMATION.

NOT FOR CONSTRUCTION

MAGNOLIA COURT

DEVELOPMENT PLAN

FLOWER MOUND, TEXAS

DENTON COUNTY

LANDDESIGN PROJ.# 8517032

REVISION / ISSUANCE

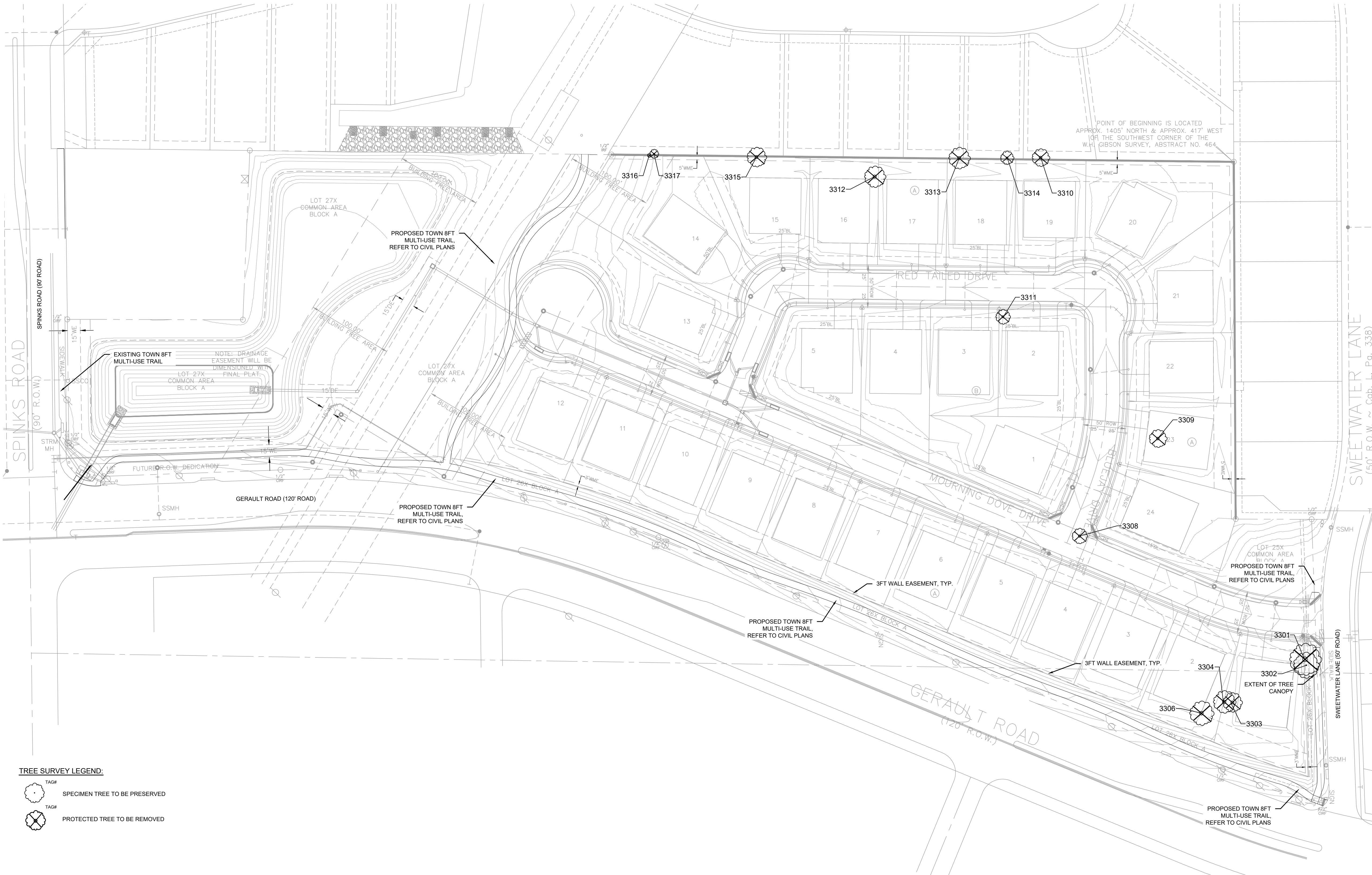
NO.	DESCRIPTION	DATE
1	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
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3	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
4	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE: NORTH
VERT: N/A
HORZ: 1"=60'
SHEET TITLE: TREE SURVEY

SHEET NUMBER

L2-01



TREE SURVEY LEGEND:

- TAG#
SPECIMEN TREE TO BE PRESERVED
- TAG#
PROTECTED TREE TO BE REMOVED

TREE SURVEY								
TAG#	DBH	COMMON NAME	SCIENTIFIC NAME	CONDITION	AVERAGE CANOPY SPREAD	LOCATION	STATUS	REMARKS
3301	13"	CHITTAMWOOD	Burmelia landguinosa	FAIR	36'-7"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3302	20"	CEDAR ELM	Ulmus crassifolia	FAIR	30'-9"	BUILDABLE AREA	PRESERVED	SPECIMEN
3303	11"	CEDAR ELM	Ulmus crassifolia	GOOD	22'-5"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3304	11"	CEDAR ELM	Ulmus crassifolia	GOOD	25'-7"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3306	11"	CEDAR ELM	Ulmus crassifolia	GOOD	27'-5"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3308	10"	BLACK WALNUT	Juglans nigra	POOR	17'-4"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3309	10"	CEDAR ELM	Ulmus crassifolia	GOOD	21'-0"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3310	8"	CHITTAMWOOD	Burmelia landguinosa	GOOD	20'-0"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3311	7"	CHITTAMWOOD	Burmelia landguinosa	GOOD	16'-1"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3312	8"	CHITTAMWOOD	Burmelia landguinosa	GOOD	24'-5"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3313	7"	CHITTAMWOOD	Burmelia landguinosa	GOOD	23'-11"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3314	6"	CHITTAMWOOD	Burmelia landguinosa	GOOD	14'-11"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3315	8"	CHITTAMWOOD	Burmelia landguinosa	GOOD	22'-7"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3316	6"	CHITTAMWOOD	Burmelia landguinosa	GOOD	4'-1"	BUILDABLE AREA	TO BE REMOVED	PROTECTED
3317	6"	CHITTAMWOOD	Burmelia landguinosa	GOOD	9'-9"	BUILDABLE AREA	TO BE REMOVED	PROTECTED

TREE SURVEY MITIGATION TABULATIONS:

TOTAL NUMBER OF SPECIMEN TREES:
TOTAL SPECIMEN TREES ON-SITE IN "GOOD" CONDITION:
TOTAL SPECIMEN TREES TO BE REMOVED IN "GOOD" CONDITION:

1 TREE
0 TREES
0 TREES

TOTAL SPECIMEN TREES ON SITE:
TOTAL SPECIMEN TREES TO BE REMOVED:

20" CAL. INCHES (1 TREE)
0.0" CAL. INCHES (0 TREES)

TOTAL EXISTING PROTECTED TREES:
TOTAL PROTECTED TREES REMOVED:
LESS SPECIMEN TREE PRESERVATION CREDITS:
LESS PROTECTED TREE PRESERVATION CREDITS:

14 TREES
14
4 TREES
0 TREES (REFER TO SHEET RZ1.0)

TOTAL PROTECTED TREE REPLACEMENTS REQUIRED:

10 TREES

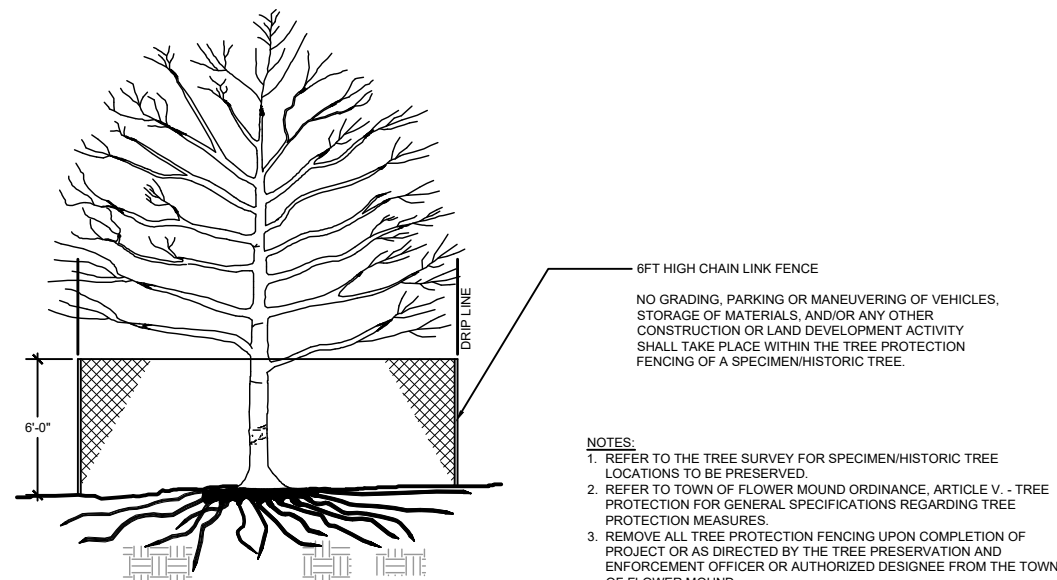
PROTECTED TREE MITIGATION
TOTAL PROTECTED TREE REPLACEMENT:
CASH-IN-LIEU FEE:
CASH-IN-LIEU TOTAL (IF NO TREES MITIGATED):
CASH-IN-LIEU TOTAL TO BE PAID:

10 TREES
\$375 / TREE
\$3,750
\$0

SPECIMEN TREE PRESERVATION CREDIT
(SPECIMEN TREES PRESERVED IN BUILDABLE AREA ONLY)
19"-24" CALIPER TREES PRESERVED:
(TAG#s 3302)

1 TREE x 4 CREDITS = 4 TREE CREDITS

SPECIMEN TREE MITIGATION
TOTAL PROTECTED SPECIMEN TREES TO BE REMOVED: 0.0" CAL. INCHES
0.0" CAL. INCHES X 2 = 0.0" CAL. INCHES MITIGATION REQUIRED (2.5" - 3" CAL. TREES)
"0) 3" CALIPER TREES ARE INDICATED ON THE LANDSCAPE PLAN FOR MITIGATION OF THE SPECIMEN TREE. TREES ARE IDENTIFIED WITH AN "M"



TREE PROTECTION - SPECIMEN TREE

SECTION NTS

OWNER/DEVELOPER
CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

SEAL

C. Heth Kendrick
Registered Landscape Architect of the
State of TEXAS

**NOT FOR
CONSTRUCTION**

**MAGNOLIA
COURT**

DENTON COUNTY

REVISION / ISSUANCE

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

VERT: N/A
HORZ: 1"=60'



TREE SURVEY

L2-02



TREE SURVEY MITIGATION TABULATIONS:

SPECIMEN TREE PRESERVATION CREDIT
(SPECIMEN TREES PRESERVED IN BUILDABLE AREA ONLY)
19"-24" CALIPER TREES PRESERVED:
(TAG#s 3302)

1 TREE x 4 CREDITS = 4 TREE CREDITS



SECTION	NTS
---------	-----

OWNER/DEVELOPER

CONTOUR REAL ESTATE & DEVELOPMENT, LLC
4851 LBJ FREEWAY
SUITE 205
DALLAS, TEXAS 75244

CIVIL ENGINEER

JBI PARTNERS
2121 MIDWAY ROAD, #300
CARROLLTON, TX 75006
972.248.7676

KEY MAP

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FOR REVIEW PURPOSES ONLY
AND SHALL NOT BE USED FOR
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CONSTRUCTION.

C. Heth Kendrick
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State of TEXAS

Registration Number: 2948

NOT FOR
CONSTRUCTION

PROJECT

MAGNOLIA
COURT

DEVELOPMENT PLAN

FLOWER MOUND, TEXAS

DENTON COUNTY

LANDDESIGN PROJ.# 8517032

REVISION / ISSUANCE

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DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE NORTH

VERT: N/A
HORZ: NTS

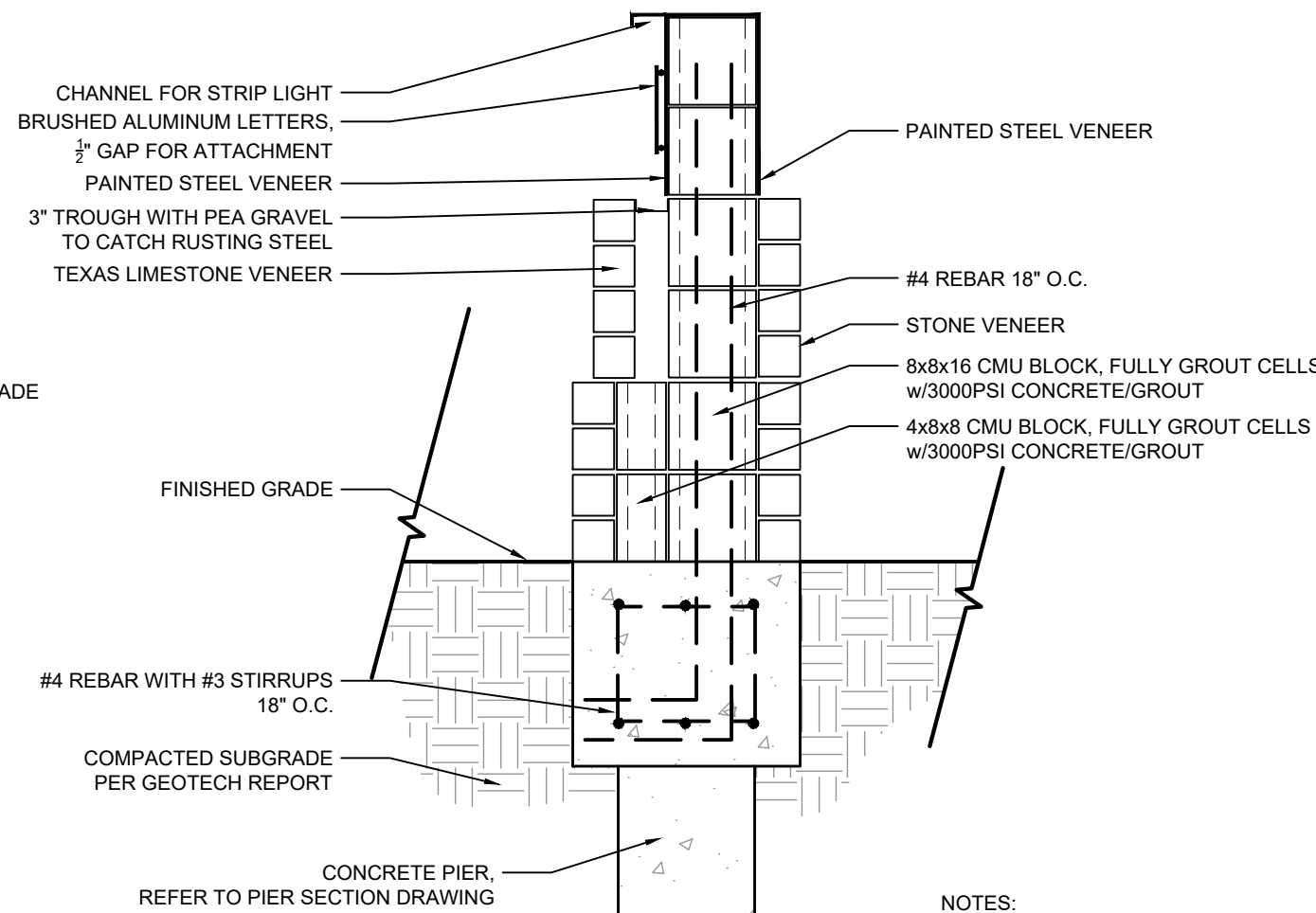
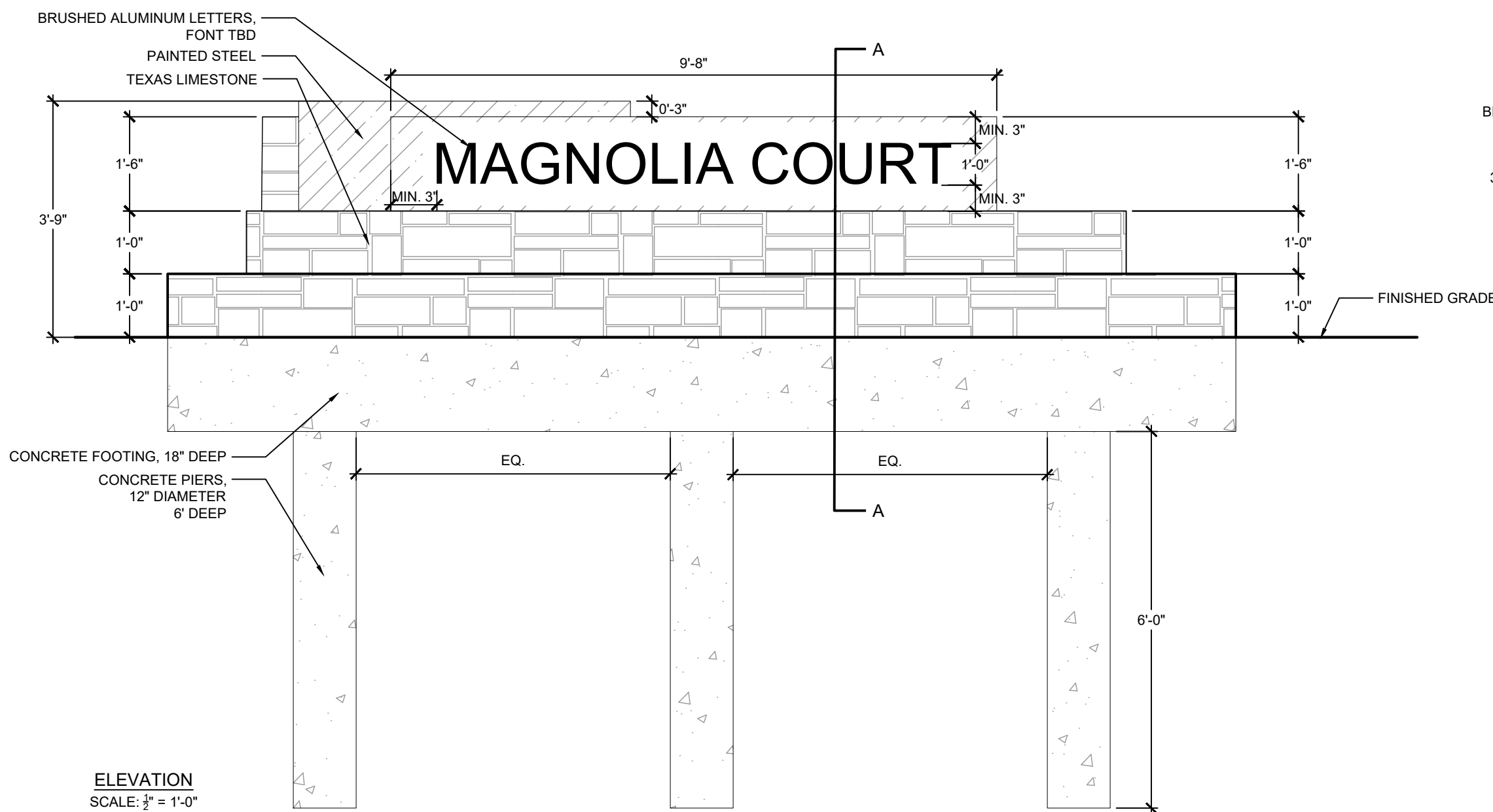
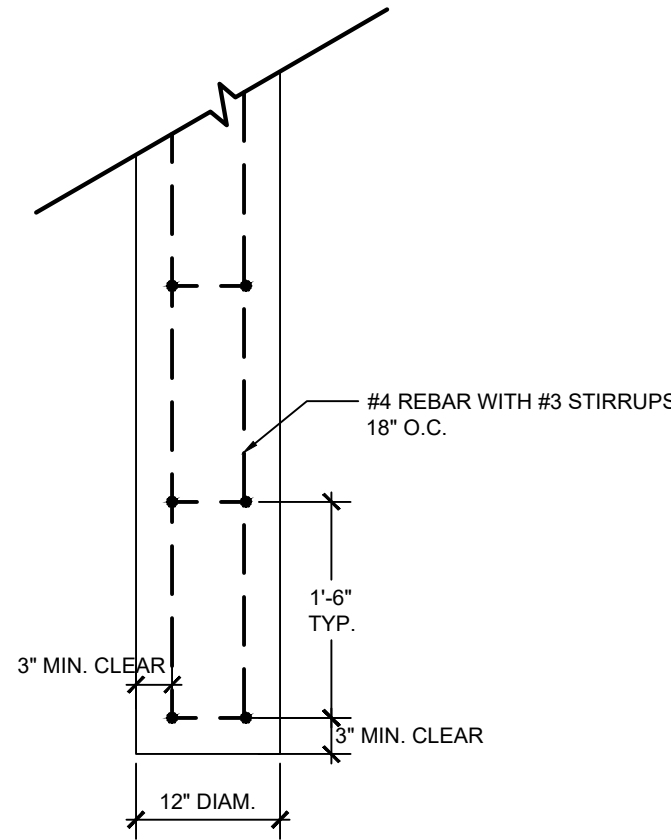
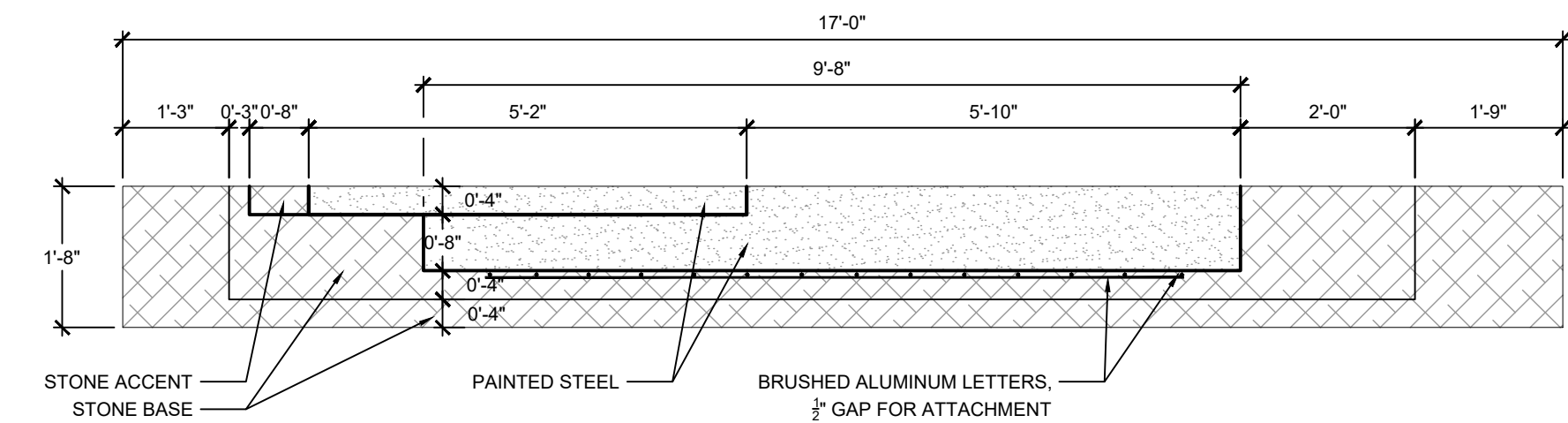
(NOT TO SCALE)

SHEET TITLE

SITE DETAILS

SHEET NUMBER

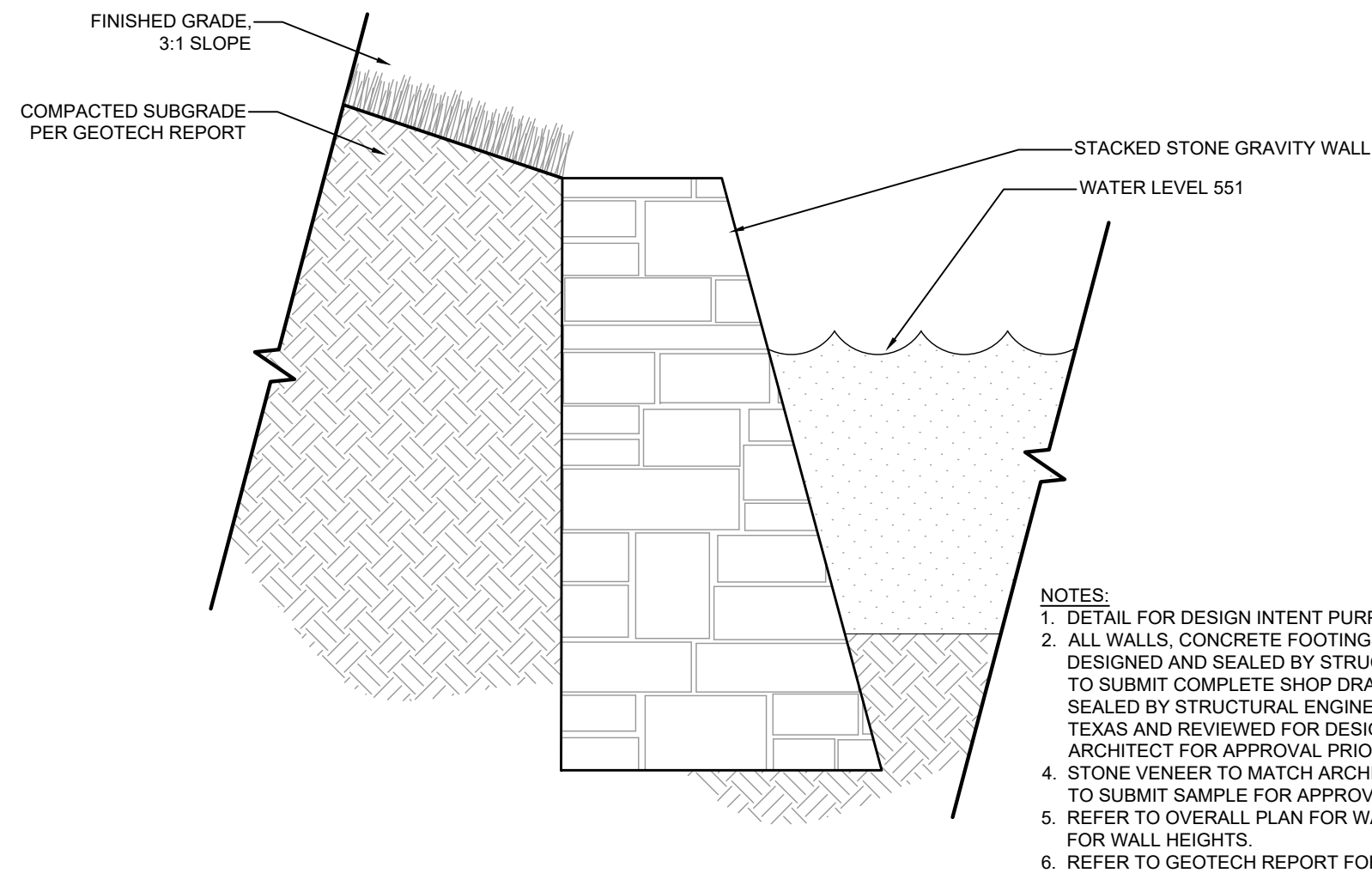
L3-01



- NOTES:
1. THIS DETAIL IS FOR DESIGN INTENT PURPOSES ONLY.
 2. STONE VENEER TO BE APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
 3. REFER TO OVERALL PLAN (L1-01) FOR SIGN LOCATION.
 4. ALL WALLS OVER 30in TO BE DESIGNED AND SEALED BY STRUCTURAL ENGINEER LICENSED IN THE STATE OF TEXAS. CONTRACTOR TO PROVIDE SHOP DRAWINGS SIGNED AND SEALED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF TEXAS.
 5. ALL REINFORCEMENT IS FOR GRAPHICAL PURPOSES ONLY.
 6. REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION.

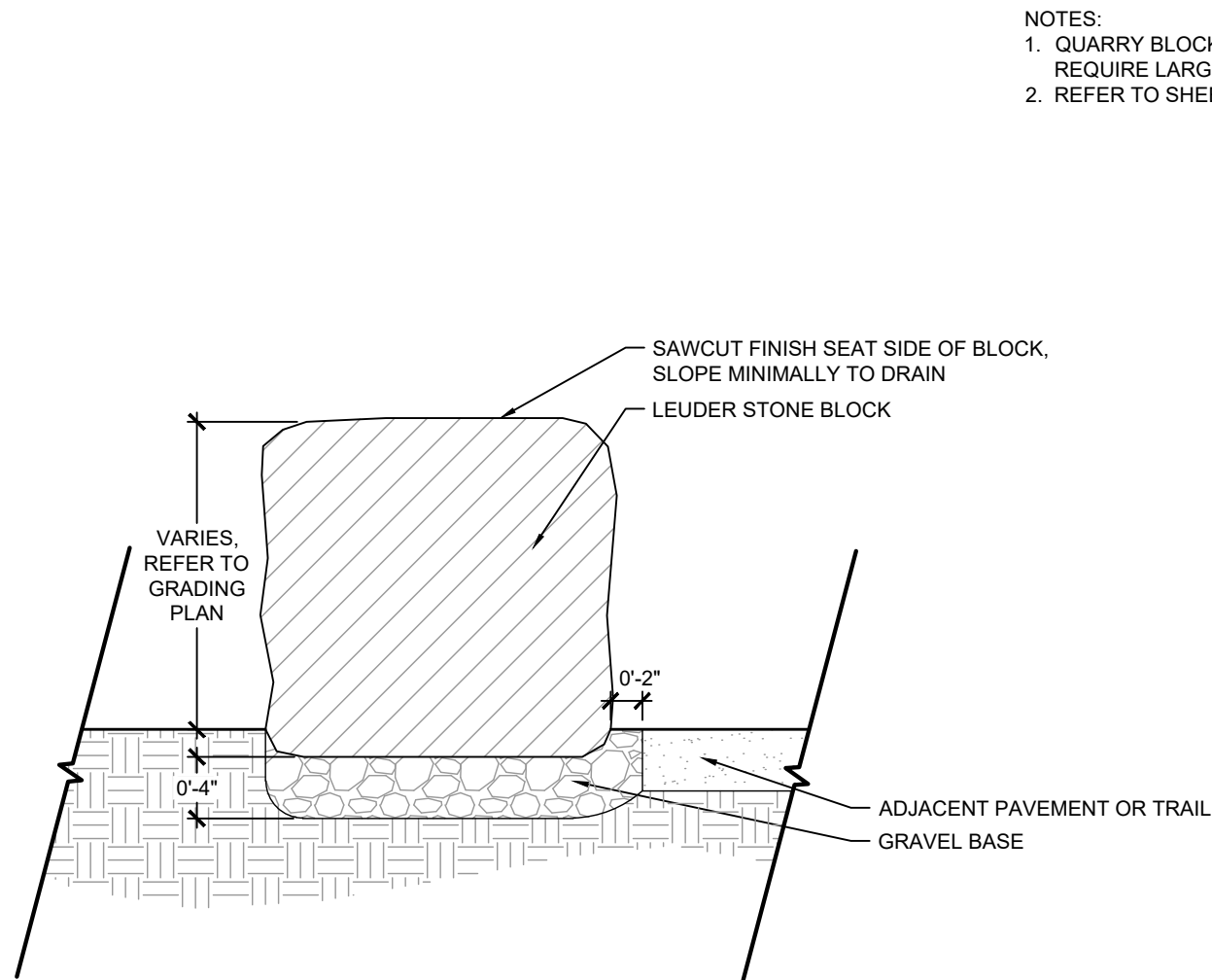
1 SUBDIVISION ENTRANCE SIGN
L3-01 PLAN, SECTION, ELEVATION

NOT TO SCALE



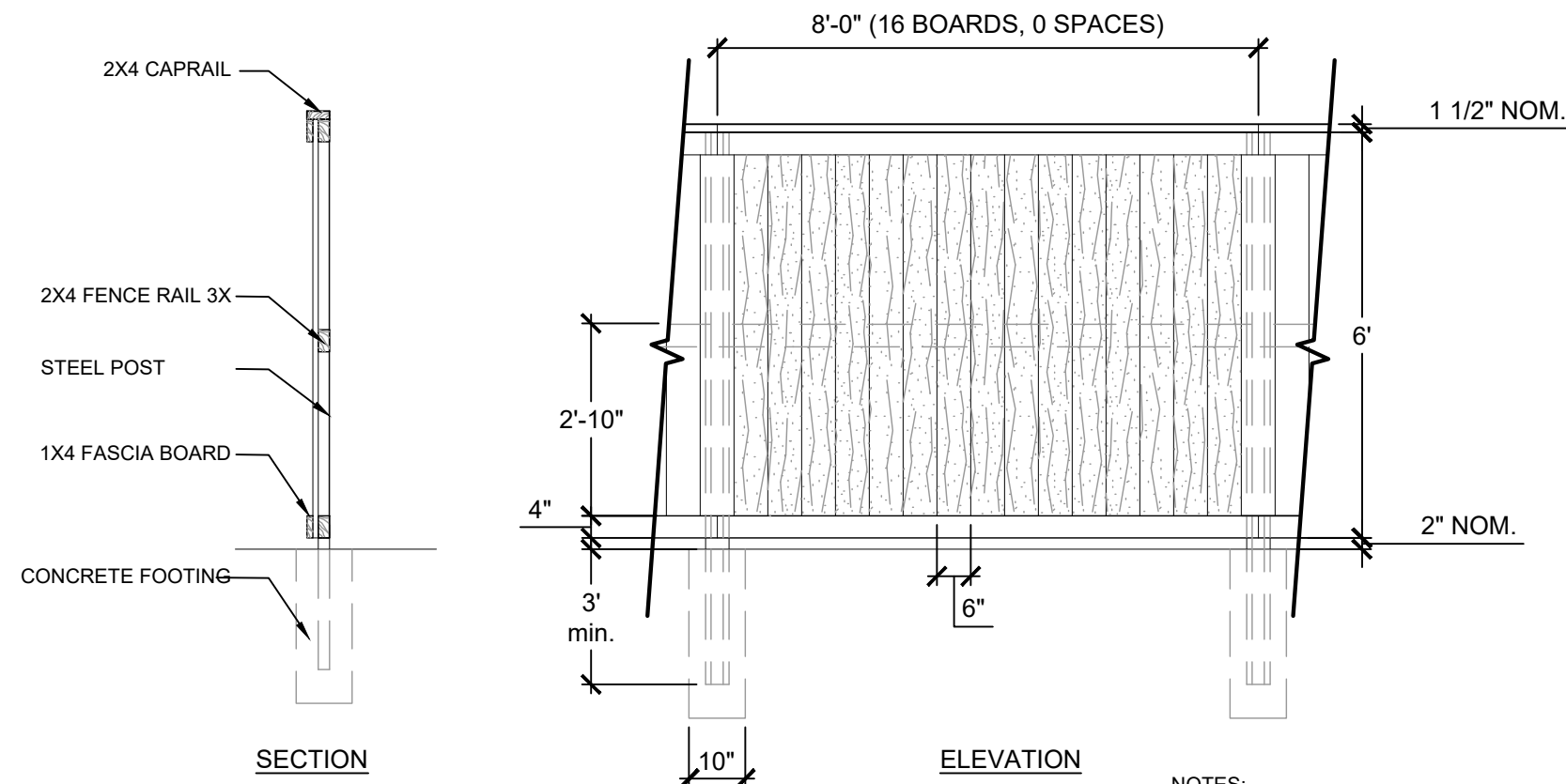
2 RETENTION POND WALL
L3-01 SECTION

NOT TO SCALE



3 LEUDER STONE BENCH
L3-01 SECTION

NOT TO SCALE



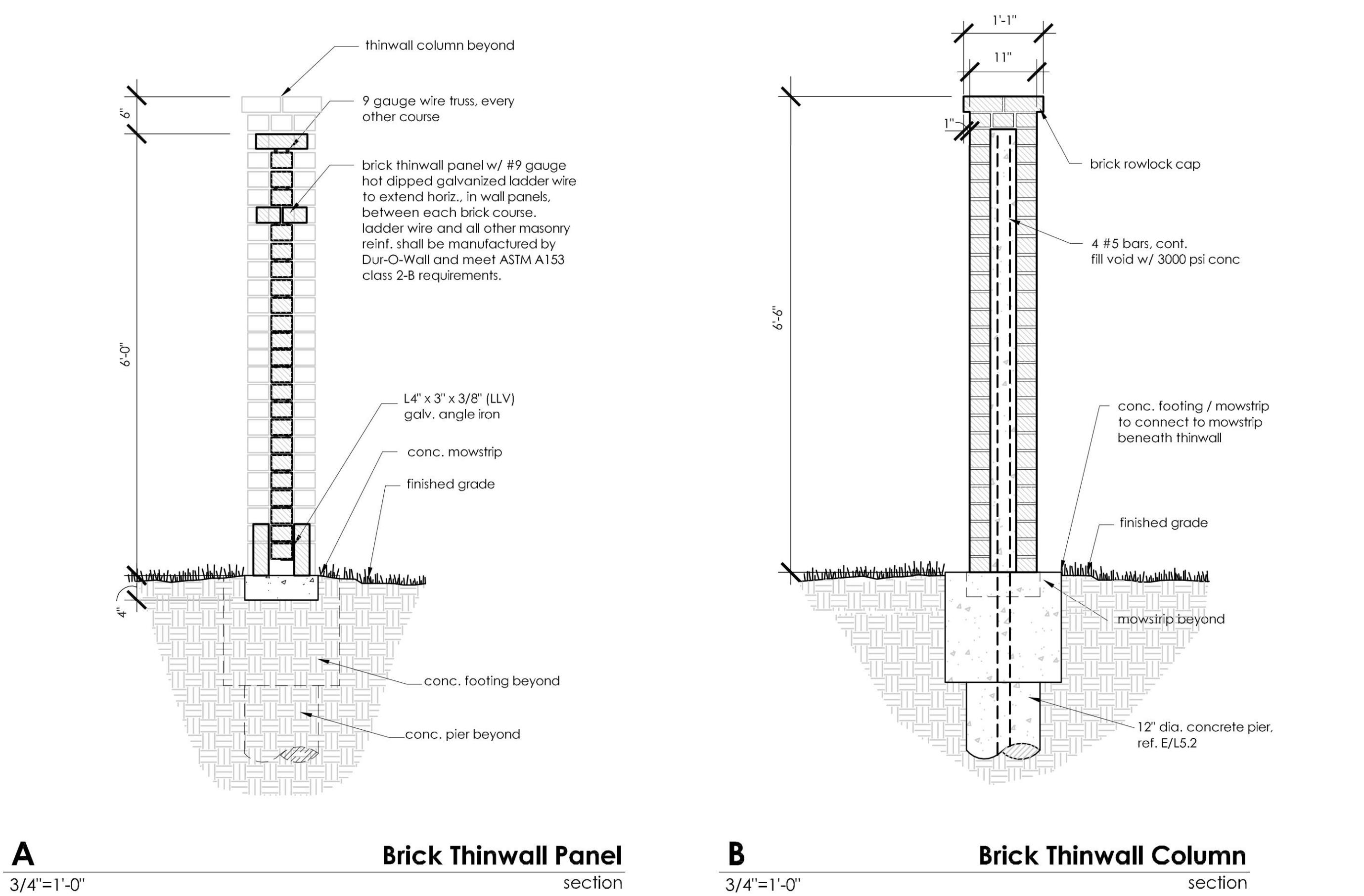
- NOTES:
1. FENCE TO BE INSTALLED PER MANUFACTURER'S DETAILS AND SPECIFICATIONS.
 2. REFER TO SHEET L1-02 FOR FENCE LOCATION
 3. FENCE HEIGHT TO BE 6 FT.

4 WOOD SCREEN FENCE
L3-01 SECTION, ELEVATION

NOT TO SCALE

NO.	DESCRIPTION	DATE
1	DEVELOPMENT PLAN 1ST SUBMITTAL	01.28.19
2	DEVELOPMENT PLAN 2ND SUBMITTAL	02.25.19
3	DEVELOPMENT PLAN 3RD SUBMITTAL	03.20.19
4	DEVELOPMENT PLAN 4TH SUBMITTAL	04.11.19

1 **BRICK THINWALL**
SECTION, PLAN

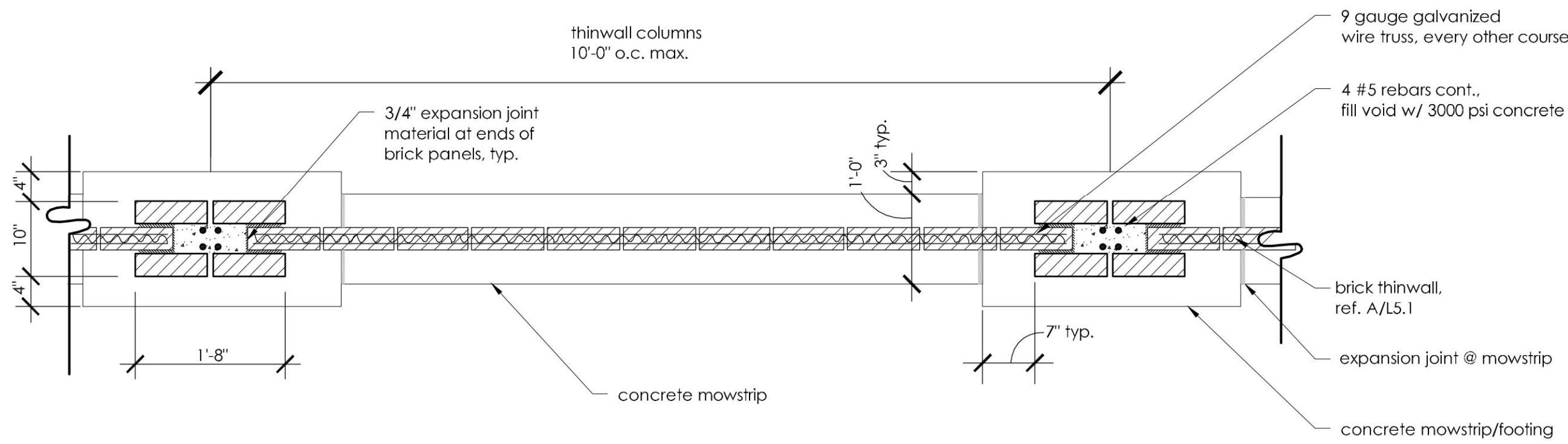


C

3/4"=1'-0"

Brick Thinwall

section / plan view

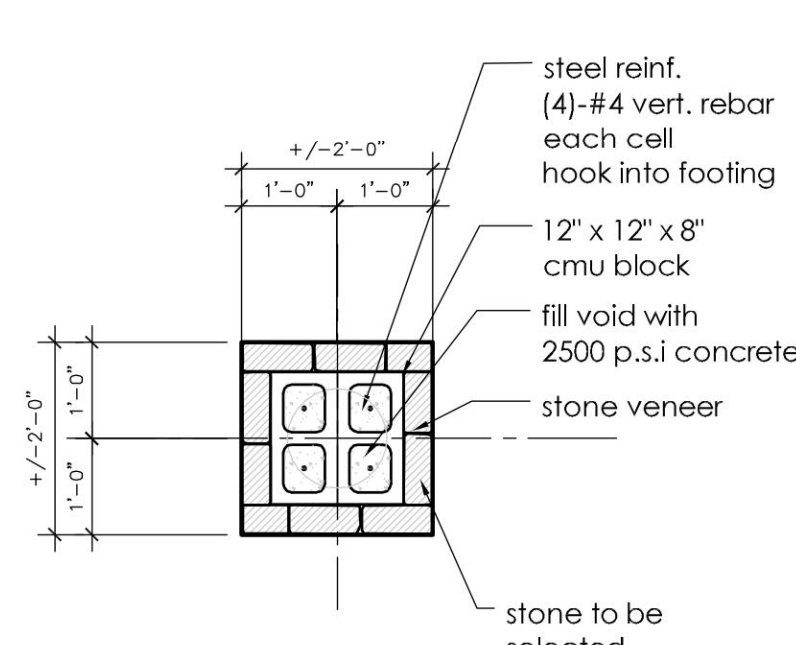


D

1/2"=1'-0"

Stone Masonry Column

section/plan view

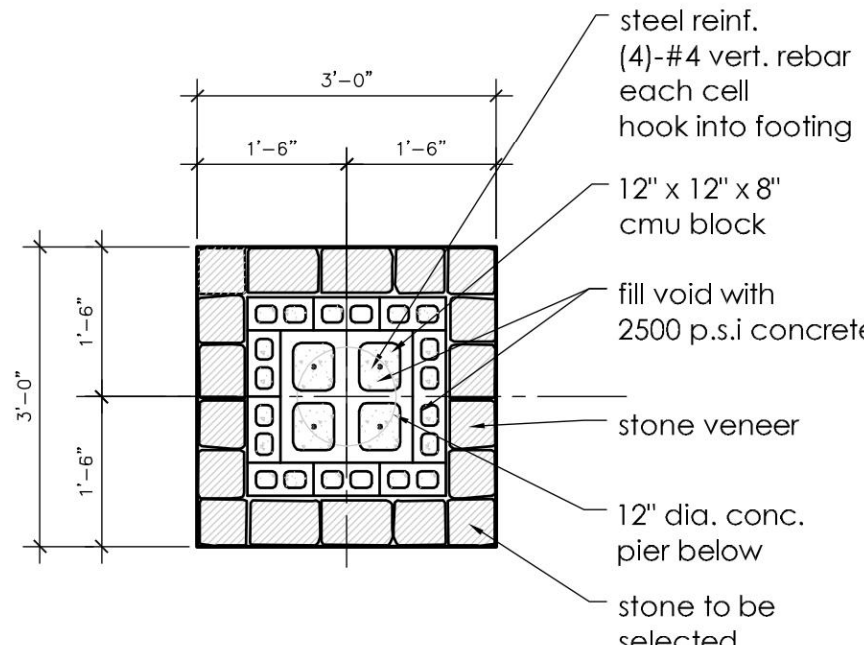


E

1/2"=1'-0"

Stone Masonry Column

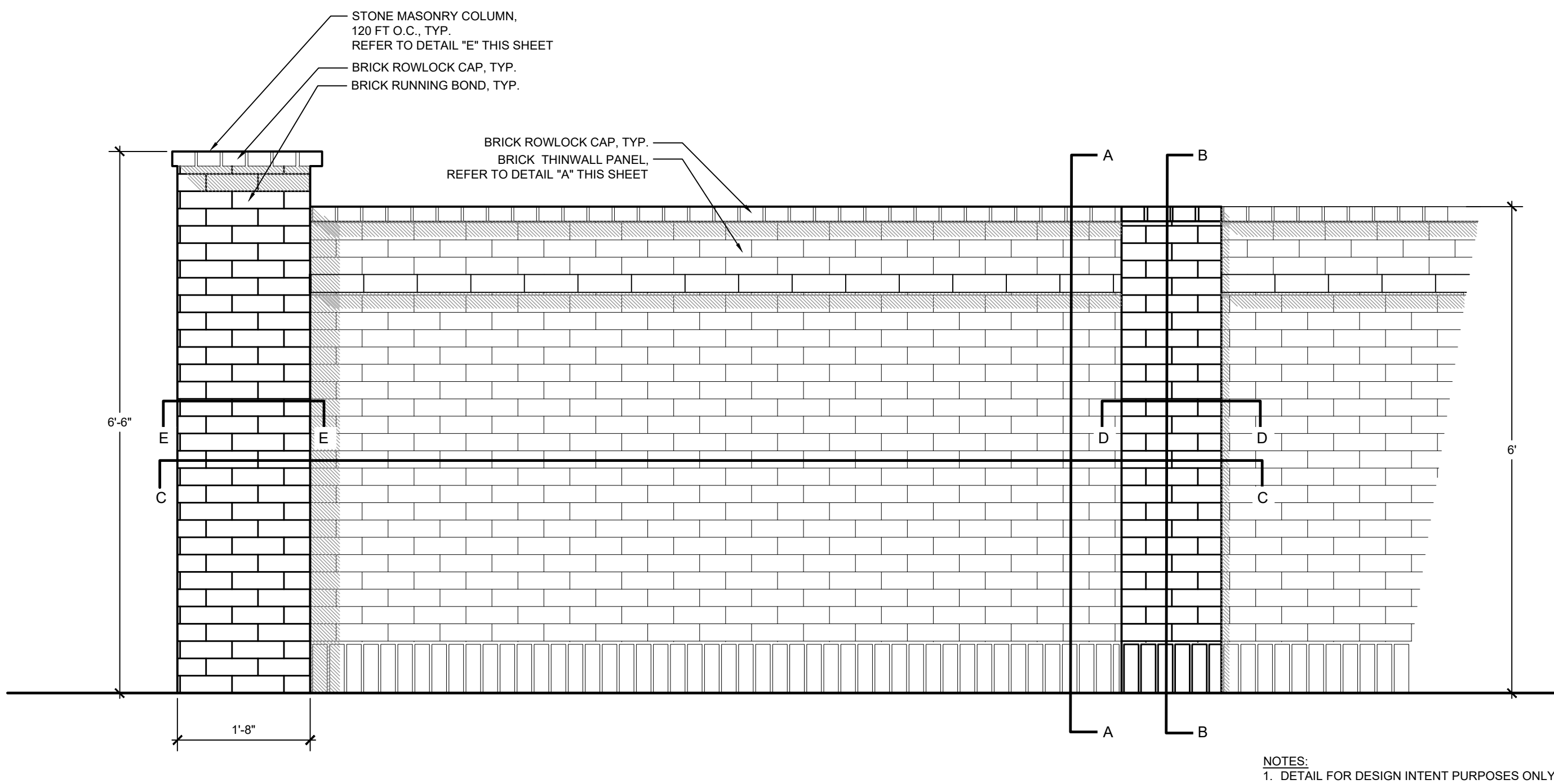
section/plan view



NOTES:
1. DRAWINGS TO SHOW DESIGN INTENT ONLY.
2. FINAL CONSTRUCTION DRAWINGS TO BE STAMPED BY STRUCTURAL ENGINEER.

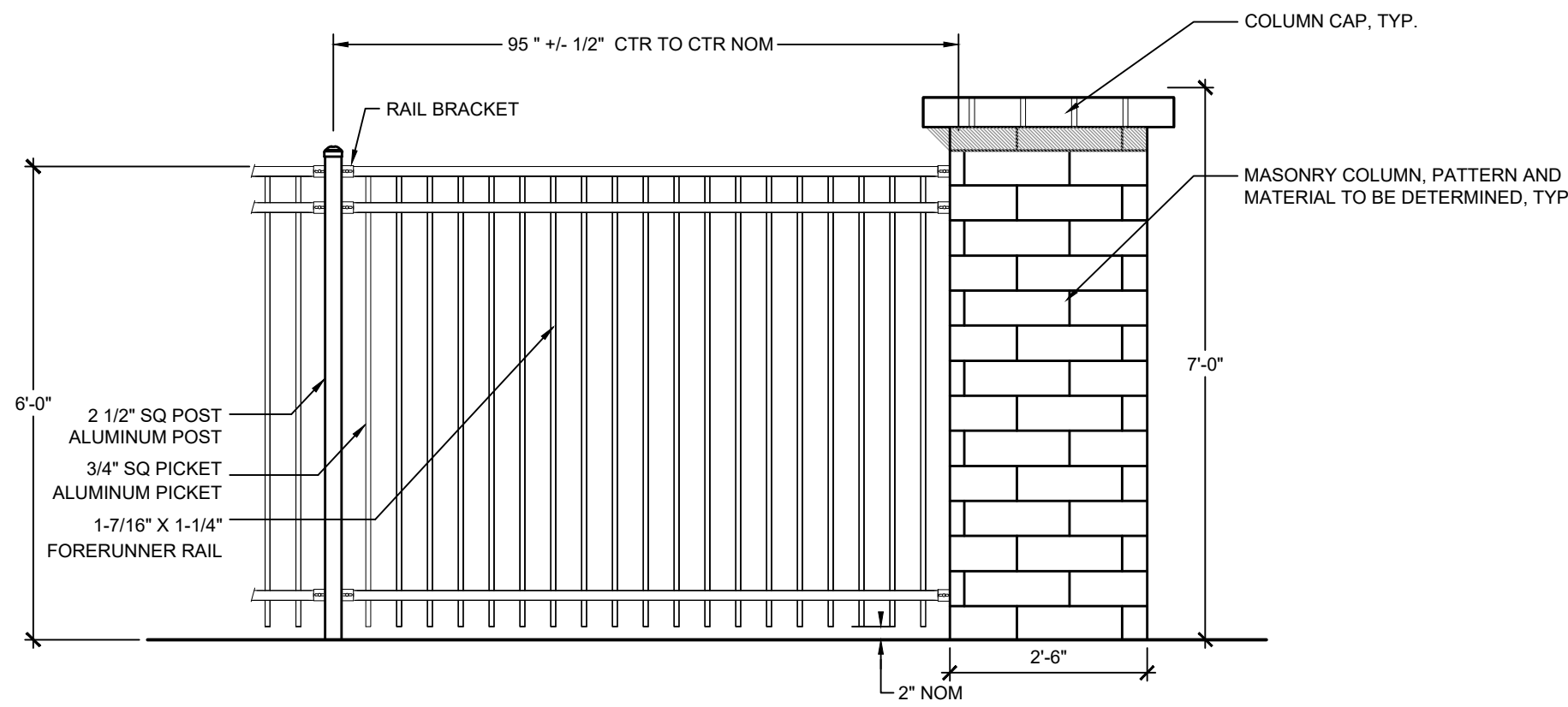
NOT TO SCALE

2 **BRICK THINWALL ELEVATION**
ELEVATION



NOT TO SCALE

3 **DECORATIVE FENCE**
ELEVATION



NTS



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: July 15, 2019

FROM: Chuck Russell, Town Planner

ITEM: Public Hearing to consider a request for rezoning (Z19-0002 – Conservatory Estates) from Planned Development District No. 140 (PD-140) for a cluster development to Agricultural District (A), and to consider adopting an ordinance providing for said amendment. The property is generally located west of Freeman Road and north of Cross Timbers Road. *(The Planning and Zoning Commission recommended approval by a vote of 7 to 0 at its June 24, 2019, meeting.)*

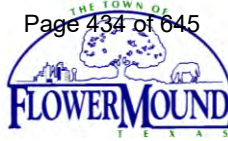
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item.

ATTACHMENTS:

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

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: June 24, 2019

FROM: Chuck Russell, Town Planner

ITEM: **Public Hearing to consider a request for rezoning (Z19-0002 – Conservatory Estates) from Planned Development District No. 140 (PD-140) for a cluster development to Agricultural District (A). The property is generally located west of Freeman Road and north of Cross Timbers Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Vacation Plat (VP19-0001 – Conservatory Estates), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to rezone an approximate 100.38 acres as stated above. The proposed Agricultural District is consistent with the Town's Master Plan designation of Cross Timbers Conservation Development District. The subject property is primarily undeveloped with exception of two residential structures. The only access to the site will continue to be a drive from Cross Timbers Road.

On February 1, 2016, the Town Council approved a request for rezoning the subject property (ZPD15-0006 – The Conservatory Estates) from Agricultural District (A) to Planned Development District No. 140 (PD-140) for a cluster development. After the subject was rezoned and platted, the property was sold to a new owner who does not wish to proceed with the previously approved development. The new owner would prefer to use the land under the standards of the Agricultural District zoning that existed on the site prior to the Conservatory Estates rezoning.

On February 1, 2016, the Town Council approved a request for a Development Plan (DP15-0001 – The Conservatory Estates) to develop a residential subdivision.

On December 11, 2017, the Planning and Zoning Commission approved a request for a Record Plat (RC16-0015 – The Conservatory Estates, Phase 1) to create a residential subdivision.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, the Town had received no pieces of correspondence in support and no pieces of correspondence in opposition to the request. All correspondence (if any) was sent directly to the Planning and Zoning Commission according to the new public communication process.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. PD-140 Ordinance

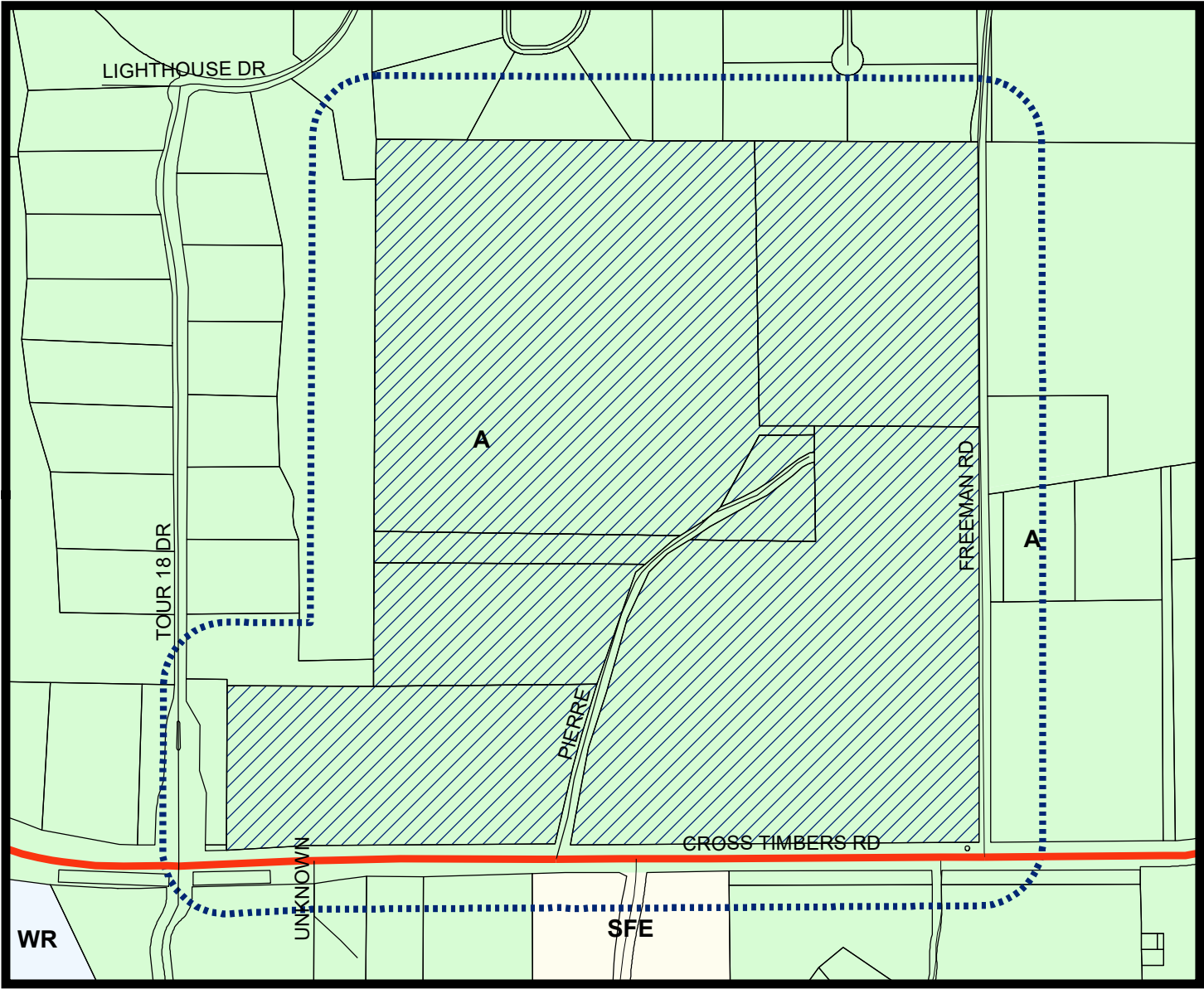
B. Application Details

1. Zoning Exhibit



Vicinity Map

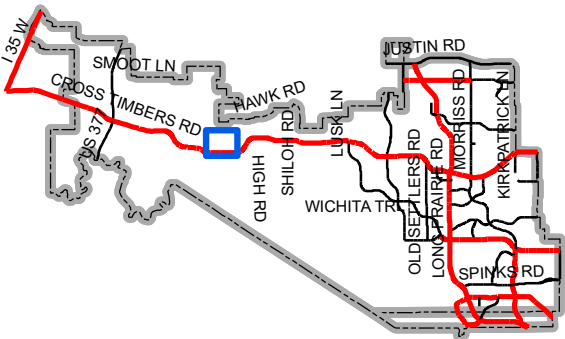
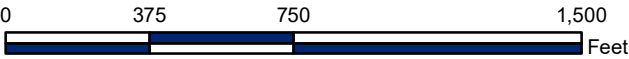
Reference Project: Z19-0002



LEGEND

- Agriculture
- Single Family Estate
- Water Recreation

- Subject Property
- 200 ft Notification Buffer around Property



Map Location

April 8, 2019

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

RE: Zoning Change & Vacated Plat Request – Shmaisani Ranch

Mr. Russell:

Please accept this letter, on behalf of the Sam Shmaisani, as an explanation of the proposed Zoning Change Request a Vacated Plat Request for 103 acres of land located on the north side of FM 1171, directly east of the Estates at Tour 18, and west of Freeman Road in the Town of Flower Mound. The property was rezoned and platted as The Conservatory Estates development. These requests are to process a Plat Vacation which will return the property to an unplatted tract, and to rezone the property to Agricultural (A).

The new property owner does not wish to proceed with the development approval that was The Conservatory Estates, PD-140. The intent is to use the property for agricultural purposes; there is no current plan to develop the property. Therefore, the removal of the PD standard is required and the approved plan would be not meet the zoning of Agriculture.

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

Sincerely,

MCADAMS



Doug Powell, AICP
Senior Planner, Planning + Entitlement

TOWN OF FLOWER MOUND, TEXAS**ORDINANCE NO. 05-16**

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 103.225 ACRES OF LAND SITUATED IN THE NATHANIEL E. THOMPSON SURVEY FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 140 (PD-140) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION 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 103.225 acres of land situated in the Nathaniel E. Thompson Survey, Abstract No. 1270, Denton County, Texas, have filed an application to change the zoning from Agricultural District (A) to Planned Development District No. 140 (PD-140) for Single Family Residential uses with Cluster Development Standards; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on January 25, 2016, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on February 1, 2016, with respect to the proposed planned development district as described herein; and,

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

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

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

SECTION 1

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

103.225 acres of land situated in the Nathaniel E. Thompson Survey, Abstract No. 1270, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 140 (PD-140) for Single Family Residential uses with Cluster Development Standards.

SECTION 2

The development standards, concept plan, concept landscape plan, and concept open space plan of the proposed Planned Development District No. 140 (PD-140), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes, are hereby approved as the development standards, concept plan, concept landscape plan, and concept open space plan for this Planned Development District No. 140 (PD-140).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 140 (PD-140), as set forth above.

SECTION 4

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

SECTION 5

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

SECTION 6

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

ORDINANCE NO. 05-16

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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

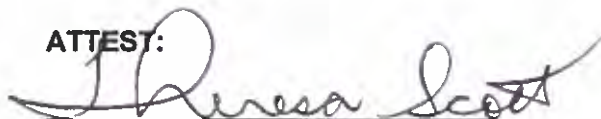
This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 1st DAY OF FEBRUARY, 2016.

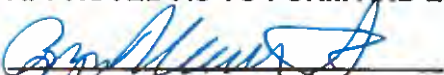
APPROVED:


Thomas E. Hayden, MAYOR

ATTEST:


Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:


Bryn Meredith, TOWN ATTORNEY

ORDINANCE NO. 05-16

Page 4

Exhibit "A"
Legal Description**LEGAL DESCRIPTION****103.225 ACRES**

Being all that certain lot, tract or parcel of land situated in the Nathaniel E. Thompson Survey, Abstract Number 1270, Town of Flower Mound, Denton County, Texas, and being part of that certain called 100 acre tract of land described in deed to J. A. Miller recorded in Volume 362, Page 294 of the Deed Records of Denton County, Texas, and being part of that certain call 48.424 acre tract of land described in deed to Allen L. Powdermaker and Francois Uhler recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 14.500 acre tract of land described in deed to David, Jill and Karin Powdermaker recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 30.800 acre tract described in deed to Alan L. Powdermaker and Renate Powdermaker recorded in Volume 1103, Page 506 of the Deed Records of Denton County, Texas, and being all that certain called 6.800 acre tract of land described in deed to Francois Uhler recorded in Volume 1103, Page 609 of the Deed Records of Denton County, Texas, and being all of Lots 1 and 2, Block 1 of the Powdermaker Addition, an addition the the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 80 of the Plat Records of Denton County, Texas, and being all of Tract 1 and Tract 2, of that same tract of land described to Denton County recorded in Document Number 2008-115823, Official Records, Denton County, Texas, and being all that certain called 1.1 acre tract of land described as Tract No. 19 in deed to Denton County recorded in Volume 429, Page 123 of the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at an axle found at an inner ell corner in the west line of said 100 acre tract and said 48.424 acre tract, being the southeast corner of Lot 1, Block 1 of The Estates at Tour 18, Section One, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet K, Page 232 of the Plat Records of Denton County, Texas, and being the recognized southeast corner of the J. Gibson Survey, Abstract Number 484 and an inner ell corner in the west line of said Nathaniel E. Thompson Survey, Abstract Number 1270;

THENCE N 00°08'15" W, with a west line of said 100 acre tract and said 48.424 acre tract and the most east line of said Lot 1, Block 1, pass at 90.22 feet the most easterly northeast corner thereof, being the southeast corner Lot 10, Block 1 of said addition, continuing with the east line of said Lot 10, passing the northerly northwest corner of said 48.424 acre tract and the southwest corner of said 6.800 acre tract continuing with the west line thereof, passing the northwest corner of said 6.800 acre tract and the westerly southwest corner of said 30.800 acre tract, continuing with the west line thereof, passing at 1607.20 feet the northeast corner of said Lot 10, Block 1 and the southeast corner of Lot 9, Block 1 of said addition, continuing with the east line thereof a total distance of 1719.94 feet to a 1/2" capped rebar set (G&A) at the southwest corner of that certain called 42.0093 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Document Number 1997-88963 of the Real Property Records of Denton County, Texas, and being the most northerly northwest corner of said 100 acre tract and said 30.800 acre tract and being the northwest corner of said Lot 1, Block 1, Powdermaker Addition;

ORDINANCE NO. 05-16

Page 5

THENCE S 89°56'35" E, 1870.10 feet with the south line of said 42.0093 acre tract and the north line of said 100 acre tract and said 30.800 acre tract, passing the northeast corner of said 30.800 acre tract and the northwest corner of said 14.500 acre tract, continuing with the north line thereof to a 1/2" capped rebar set (G&A) at the northeast corner thereof and the northeast corner of said 100 acre tract and being the northwest corner of that certain called 27.4102 acre tract of land described in deed to Tom W. Kindred recorded in Volume 1379, Page 434 of the Real Property Records of Denton County, Texas, from which a 5/8" capped rebar found (PBS&J) at the southeast corner of said 42.0093 acre tract bears S 89°56'35" E, 60.0 feet;

THENCE S 00°23'10" E, with the east line of said 100 acre tract and said 14.500 acre tract and the west line of said 27.4102 acre tract, passing at 819.85 feet the northwest corner of a called 0.265 acre 40' right-of-way dedication as shown on the plat of Western Elevated Tank Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2011-112 of the Plat Records of Denton County, Texas, continuing with the west line of said Western Elevated Tank Addition, passing the southeast corner of said 14.500 acre tract and the northeast corner of said 48.424 acre tract, continuing with the east line thereof 1111.16 feet (called 1106.11 feet in said 27.4102 acre tract deed) to a 1/2" rebar found at the southwest corner of said Western Elevated Tank Addition and the southwest corner of said 27.4102 acre tract, being the northwest corner of that certain called 5.000 acre tract of land described as Tract Two in deed to Prime Time Properties, Inc., recorded in Volume 3112, Page 428 of the Real Property Records of Denton County, Texas;

THENCE S 00°28'05" E, 329.56 feet continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 5.000 acre tract to a 1/2" rebar found at the southwest corner of said 5.000 acre tract, being the northwest corner of that certain called 10.1743 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Volume 2444, Page 779 of the Real Property Records of Denton County, Texas;

THENCE S 00°34'25" E, continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 10.1743 acre tract passing at 756.41 feet a 5/8" rebar found at the southeast corner of said 48.424 acre tract and the southwest corner of said 10.1743 acre tract and being on the north line of F.M. 1171 and the north line of said 1.1 acre tract of land, continuing a total distance of 802.16 feet;

THENCE S 89°48'20" W, 1951.54 feet with the south line of said 1.1 acre tract;

THENCE S 88°23'05" W, 462.89 feet with the south line of said 1.1 acre tract;

THENCE N 00°20'40" W, passing at 55.02 feet a 1/2" capped rebar set (G&A) at the northwest corner of said Tract 1, and being on the east line of a 45' right-of-way dedication shown on the aforementioned plat of the Estates at Tour 18, Section One, from which an aluminum TXDOT monument found bears N 88°23'00" E, 0.8 feet, continuing with the west line of said 100 acre tract and said 48.424 acre tract and the east line of said 45' right-of-way dedication, passing at 91.4 feet the northeast corner thereof and the southeast corner of Lot 11, Block 1 of said Estates at Tour 18, Section One, continuing with the east line thereof 477.50 feet to an old wood fence corner post found at the most westerly northwest corner of said 100 acre tract and said 48.424 acre tract, and being the most southerly southwest corner of the aforementioned Lot 1, Block 1, Estates at Tour 18, Section One;

THENCE N 88°43'20" E, 533.40 feet with the common line between said 100 acre tract and said 48.424 acre tract and said Lot 1, Block 1 to the POINT OF BEGINNING and containing approximately 103.225 acres of land

Exhibit "B"
DEVELOPMENT STANDARDS

Planned Development District 140 (PD-140)
The Conservatory Estates

The development on the property comprising approximately 103.225 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-140 shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES

The following uses shall be the only uses permitted in the Planned Development District.

1. Permitted Uses. The following uses shall be permitted in the Planned Development District, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to Section 98-972;
 - c. Garage Sale, subject to Section 98-982;
 - d. Home occupation, subject to Section 98-984;
 - e. Model home;
 - f. Swimming pool, private; subject to Section 98-996;
 - g. Tennis Courts;
2. Specific Uses: No specific uses requiring the issuance of a specific use permit shall be permitted in PD-140, except:
 - a. Accessory Dwelling, subject to section 98-983.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-140 subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974
 - b. Building material yard; and
 - c. Field office, temporary
4. Accessory Uses Permitted in Lots Owned by HOA ("X" Lots). The following uses are permitted in PD-140 within lots owned by the Homeowner's Association as shown on the attached Conceptual Site Plan (Exhibit "C")
 - a. Pump Houses:
 - i. Size: 500 sq. ft. maximum
 - ii. Number: Maximum of 5.
 - iii. Construction: In compliance with Town regulations
 - iv. Appearance: Designed to accent the Garden Areas with traditional style.

- v. Purpose: Pump House, irrigation equipment, garden supplies and tools.
- b. Barn;
 - i. Size: 3,200 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Stone and Mortar walls with barn doors and pitched roof. In compliance with Town regulations.
 - iv. Appearance: Traditional Scenic Barn
 - v. Purpose: Storage of Equipment and Supplies for husbandry of the woodlands and the scenic agricultural uses.
- c. Conservatory Building; (may be connected to Guard House) at the Entrance.
 - i. Size: 2,400 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Masonry Walls with glass windows and engineered roof to consist of aluminum frame with glass panels. In compliance with Town regulations.
 - iv. Appearance: Stone and mortar walls supporting the engineered glass and aluminum roof and windows (European Country or Wine Country appearance).
 - v. Purpose: Workplace for germinating flowers and potted plants to use in the gardens as well as seasonal color. Also, Garden Sitting Area for neighborhood (HOA) committee meetings or small "get-togethers". Possibly, Conservation Education
- d. Carriage House;
 - i. Size: 1,600 sq. ft. maximum
 - ii. Number: Maximum of 1.
 - iii. Construction: Stone and Mortar walls with carriage house doors, 5 each at front and 2 each side doors. In compliance with Town regulations.
 - iv. Appearance: Traditional Carriage House with decorative trim and pitched roof.
 - v. Purpose: Parking for Guards i.e. Administrators, storage of equipment and supplies for the Conservatory, pumps and irrigation equipment for the adjacent ponds, entry landscaping, gates, lighting, and seasonal decorations.
- e. Livestock, subject to Section 98-985.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. Planned Development (PD) Zoning District 140 Residential Lot Standards:
 - a. Minimum lot area per dwelling. The minimum lot area shall be twenty-seven thousand (27,000) square feet, subject to section 98-1023;
 - b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be one hundred feet (100'), subject to section 98-1024;
 - c. Minimum front yard. The minimum front yard setback shall be thirty feet (30'), subject to section 98-1026.
 - d. Minimum side yard. The minimum side yard shall be ten feet (10'), subject to section 98-1027;
 - e. Minimum rear yard. The minimum rear yard shall be ten feet (10'), subject to section 98-1027.
 - f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be three thousand five hundred square feet (3,500 sq. ft.) for a single story

building, and four thousand five hundred square feet (4,500 sq. ft.) for a two (2) story building.

- g. Maximum lot coverage. The maximum lot coverage shall be thirty-five percent (35%) for all uses, subject to section 98-129;
- h. Maximum height. The maximum height of buildings and structures shall be three (3) stories or thirty-five feet (35') for all uses, subject to section 98-1031; and

- 2. The dimensional and area regulations contained in this section shall not apply to common areas or lots owned by the homeowner's association for The Conservatory Estates at Flower Mound ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within The Conservatory Estates.

- 1. There shall be a maximum residential lot density of 0.62 dwelling units per gross acres of the entire The Conservatory Estates property which equates to 64 total residential lots.

D. SUPPLEMENTAL STANDARDS

- 1. The development of PD-140 is subject to the approved Environmental Protection Plan.
- 2. The development of PD-140 is subject to an Open Space Management Plan.
- 3. The home owner or home builder may choose to install an ornamental metal fence on the residential lot that is adjacent to open space, or may choose to leave their property unfenced. If a pool is installed, a fence must be constructed either by the homebuilder or homeowner.
- 4. As a Cluster Development, PD-140 shall have a minimum of fifty percent (50%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" shall be managed. Open Space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. The final Open Space Management Plan (OSMP) shall conform with the following:
 - a. The Open Space Management Plan shall be in accordance with Ordinance No. 64-13; Section 5/Cross Timbers Conservation District Area Plan (CTCDD)
 - b. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.

- c. Be recorded in the deed records of Denton County Texas as a restriction running with the land prior to the submittal of the first record plat within the development.
 - d. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the Zoning application (ZPD15-0006) and identified as Attachment "E" of the agenda item.
- 5. A multi-use trail with a minimum width of eight feet (8') shall be provided along FM 1171.
- 6. An equestrian trail with a minimum width of fifteen feet (15') shall be provided along FM 1171 and the eastern boundary of the property along Freeman Road.
- 7. Prior to approval of a record plat, a tree survey shall be submitted and accepted by staff for all areas of the subject property outside of Environmentally Sensitive Areas (ESA's) that are impacted by public improvements including but not limited to roads. Furthermore, a tree survey shall be required for each residential lot at the time a building permit application is sought prior to the construction of any structure. This allows the custom home-builder to have flexibility in the design and placement of buildings in order to optimize the preservation of existing natural features, such as trees, that are unique to each lot.
- 8. A secondary/emergency access with a minimum width of thirteen feet (13') shall be provided as shown on the approved Concept Plan, Exhibit "C".
- 9. Individual lot grading design shall not be required for all residential lots during the Record Plat/Construction Plan phase; however, for those lots not graded on the Grading Plan included in the set of Construction Plans shall require a separate grading plan at the time of building permit submittal and must be completed by an engineer.
- 10. House Pad Benching. Developer shall prepare and submit a complete subdivision design including general grading, drainage and pad elevation plans in accordance with the Engineering Design Criteria and Construction Standards. The grading and drainage within Conservatory and along the perimeter of all lots within each phase of the development shall be complete prior to final acceptance of that phase of the development by the Town. The general pad elevations for the lots within the development shall be included in the subdivision design plans but are not required to be "benched" prior to the Town's final acceptance of each phase of the development. Developer agrees that for each pad site that is not being benched, as identified herein-above, prior to final acceptance of that particular phase the following will occur:
 - a. Developer shall retain a professional licensed engineer to design plans for the review and approval of any modification in the benching data for each and every pad site identified herein as well as any design modifications required to address changes in drainage flows, velocities and direction that deviate from the original approved plans and prepare and submit any proposed

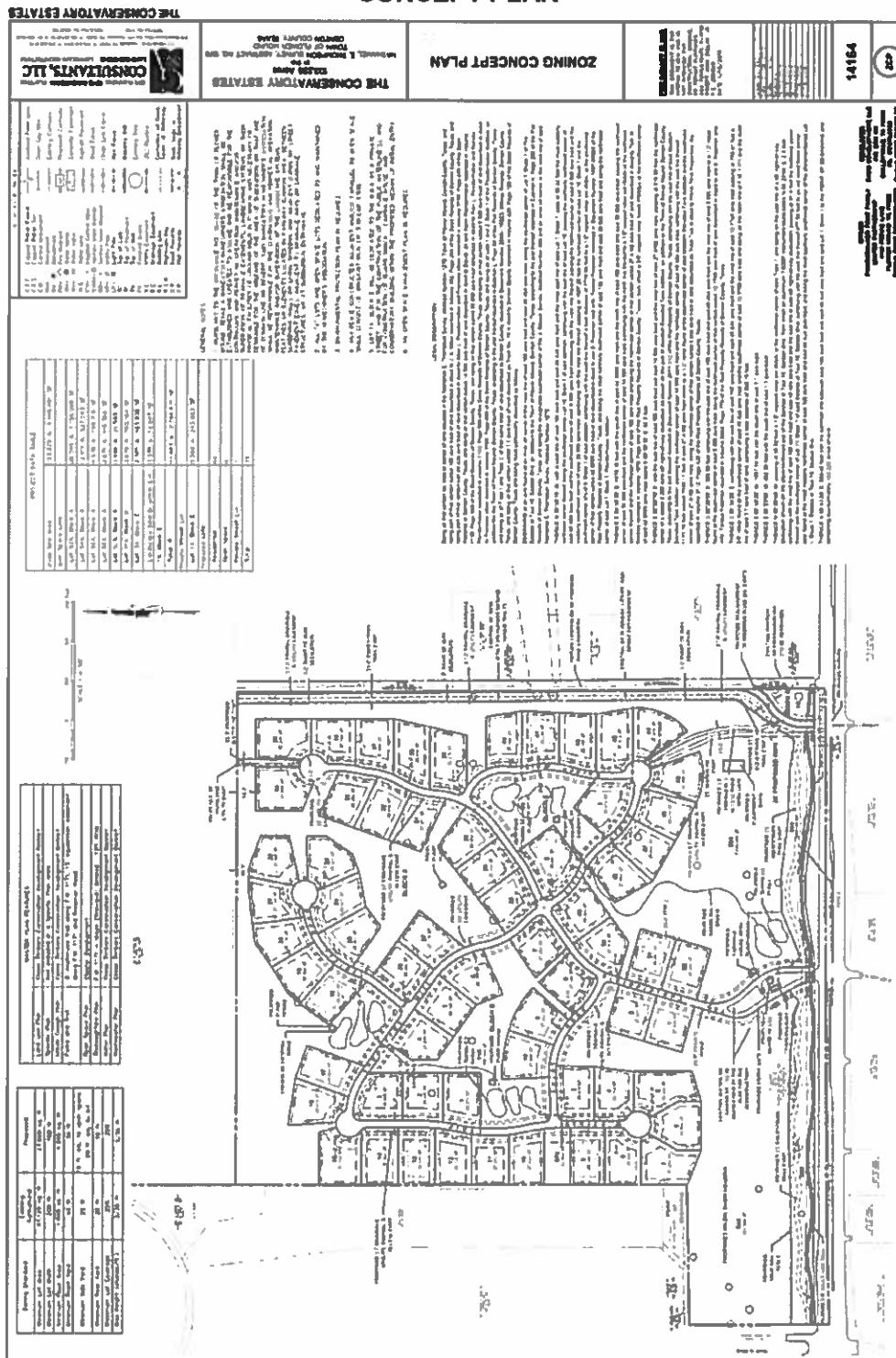
revisions to the Town for approval and acceptance before each such pad site or group of pad sites within a particular phase is benched;

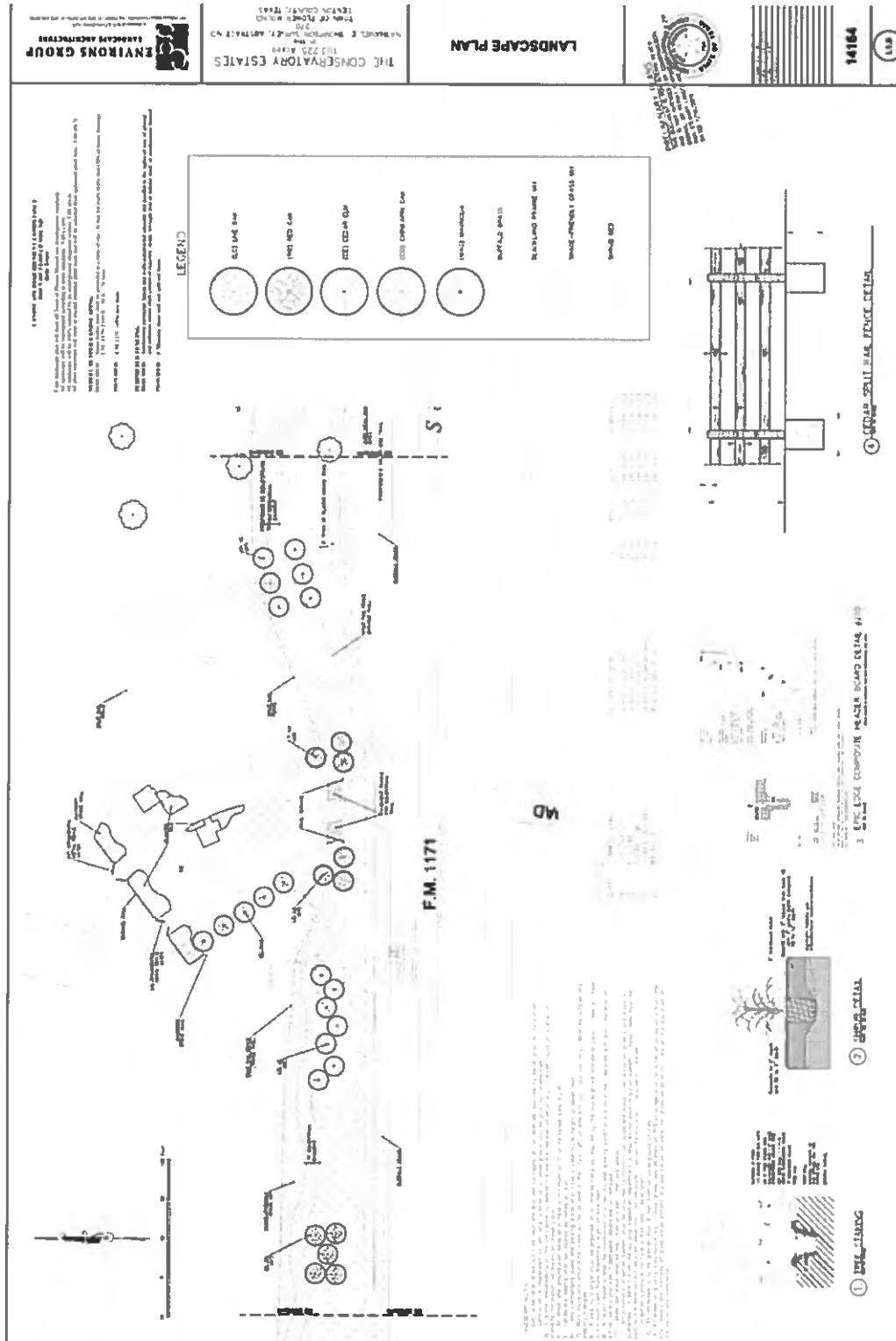
- b. Erosion control measures including silt fencing, check dam, bar ditch and storm water pipe system cleaning shall be performed on a routine basis as needed and no less frequently than at least one time every six months or more frequently as may be required and directed by the Town Manager or his designee;
- c. Developer shall be responsible for weekly monitoring, clean-up and removal of construction debris, waste and litter that is dumped, accumulates or is otherwise stockpiled within the development;
- d. Developer shall remove check dams and silt fencing as appropriate and in accordance with best management practices after all pad sites within the phase have been benched and stabilized and a final phase inspection of the newly benched pad sites has been performed and approved by the Town.

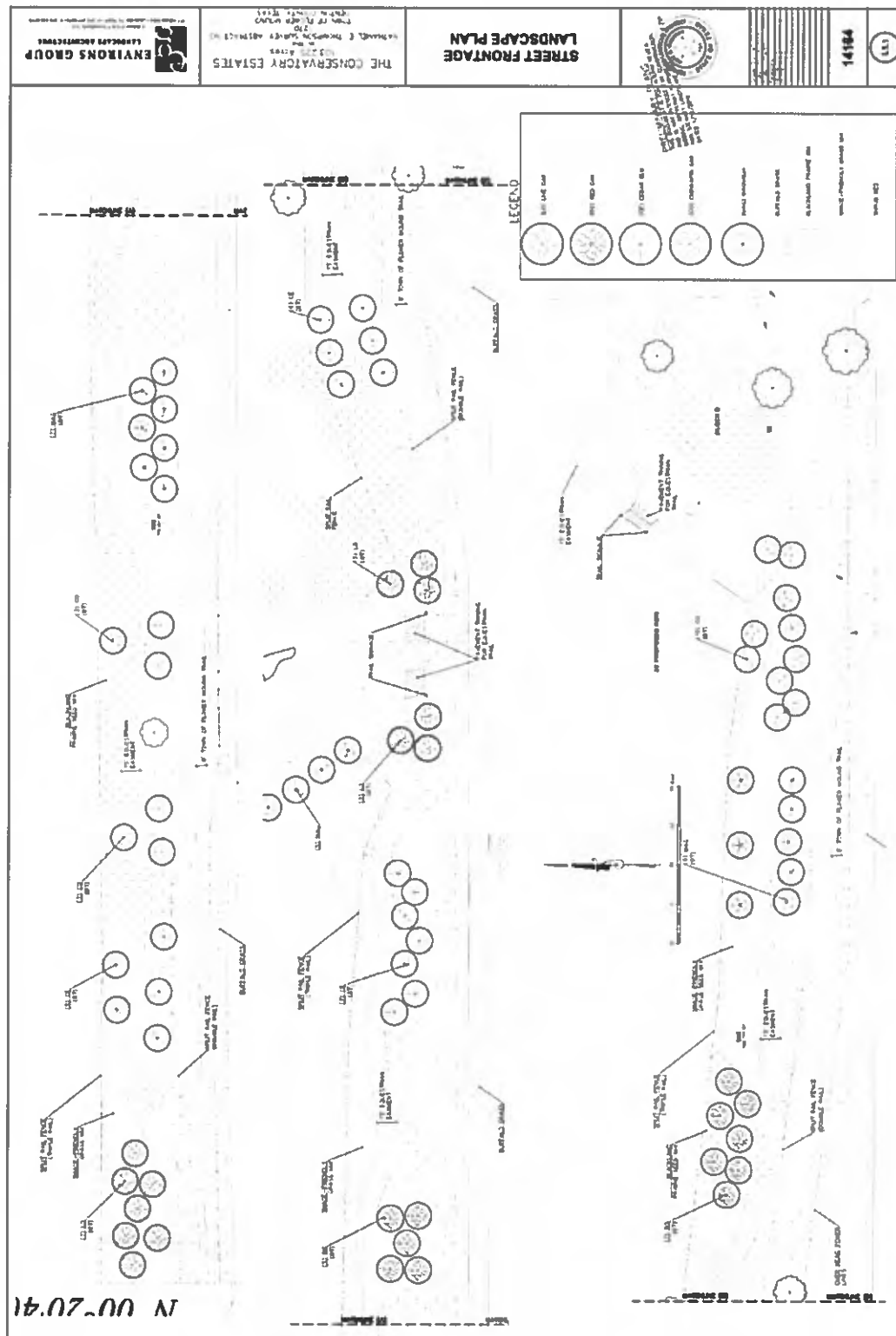
11. The development of PD-140 is subject to the approved Developer's Agreement.

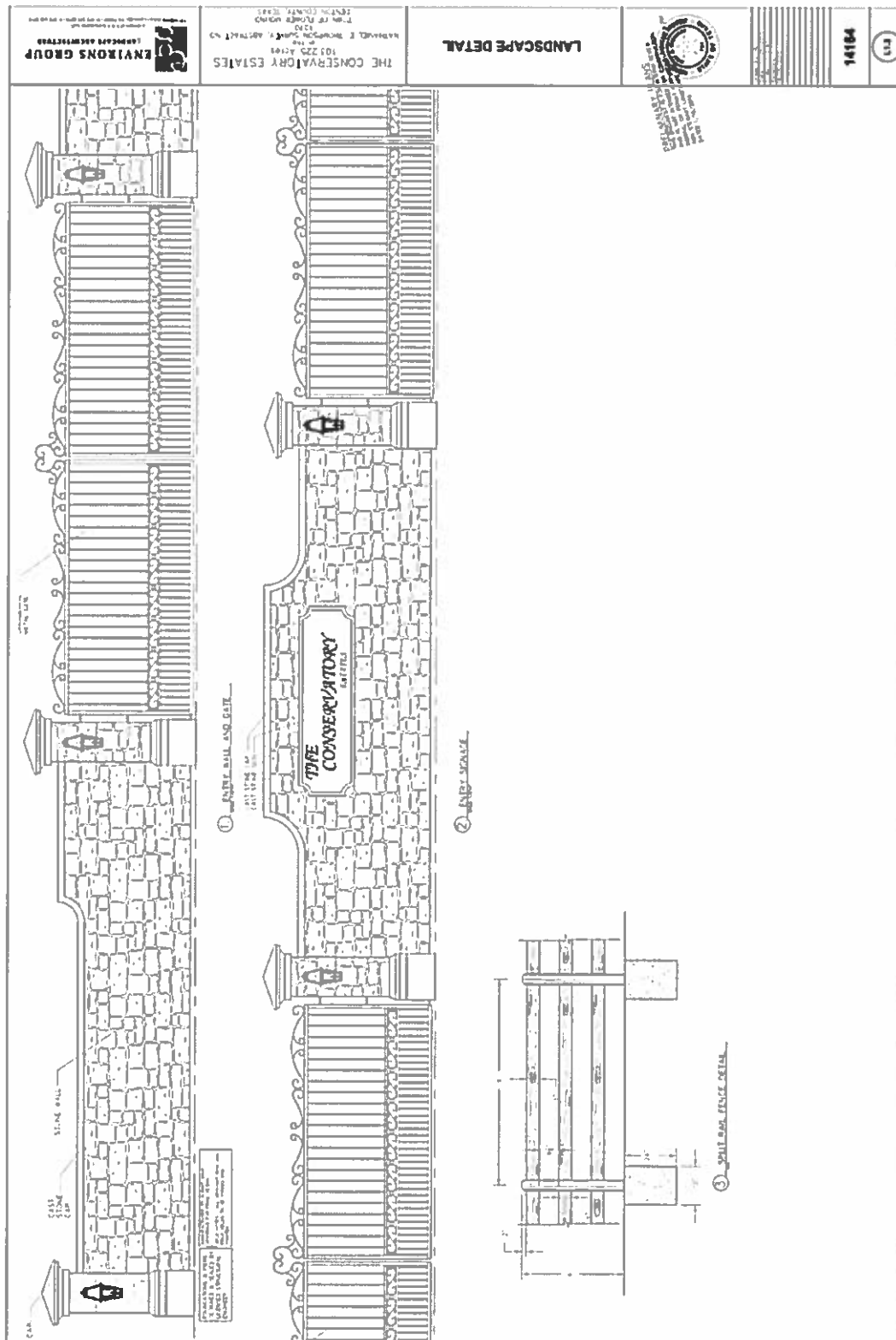
12. All amenity ponds shall have aeration by recirculating pumps or by fountains.

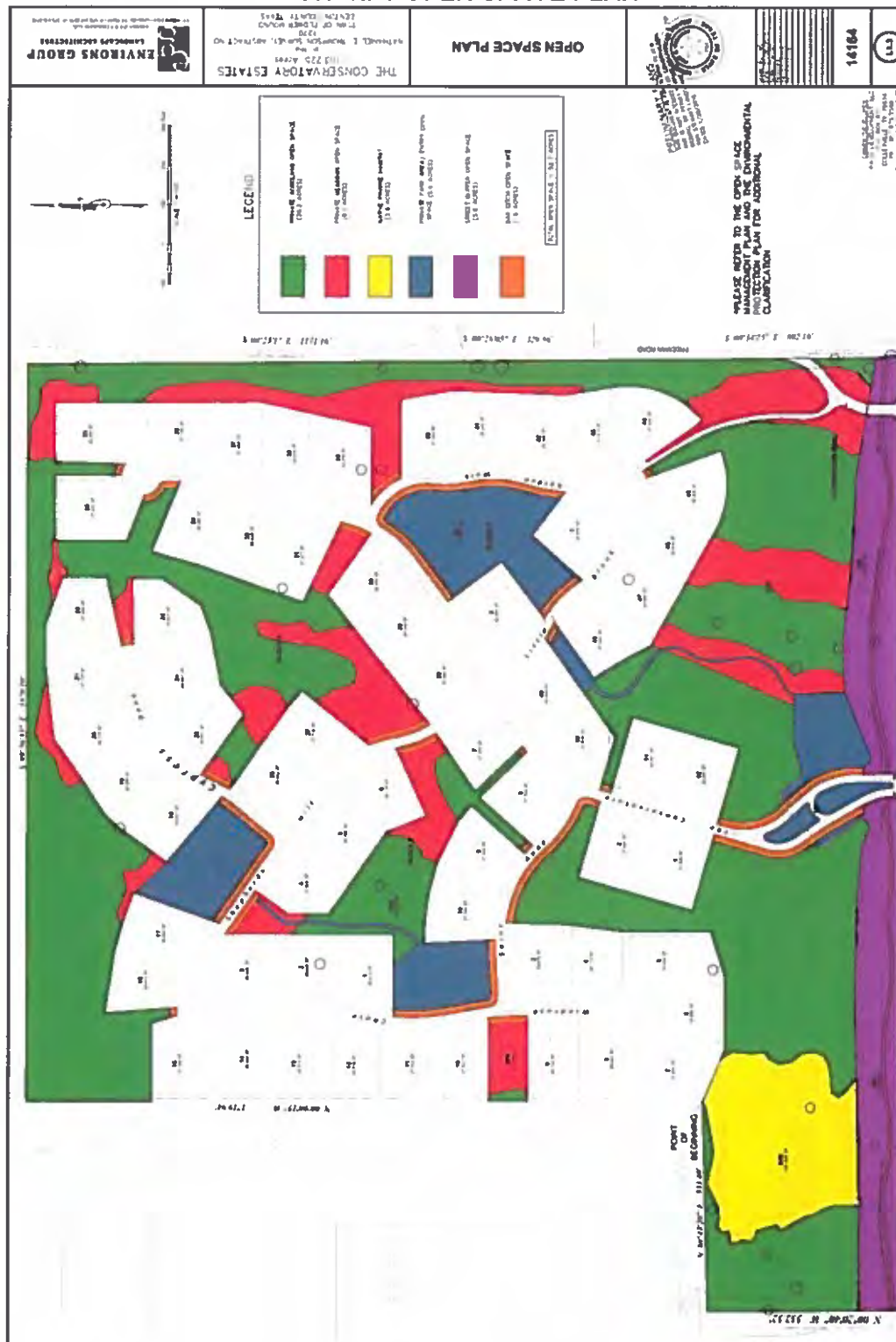
13. All landscaping shall be in conformance with Exhibit "D", the Conceptual Landscape Plan.

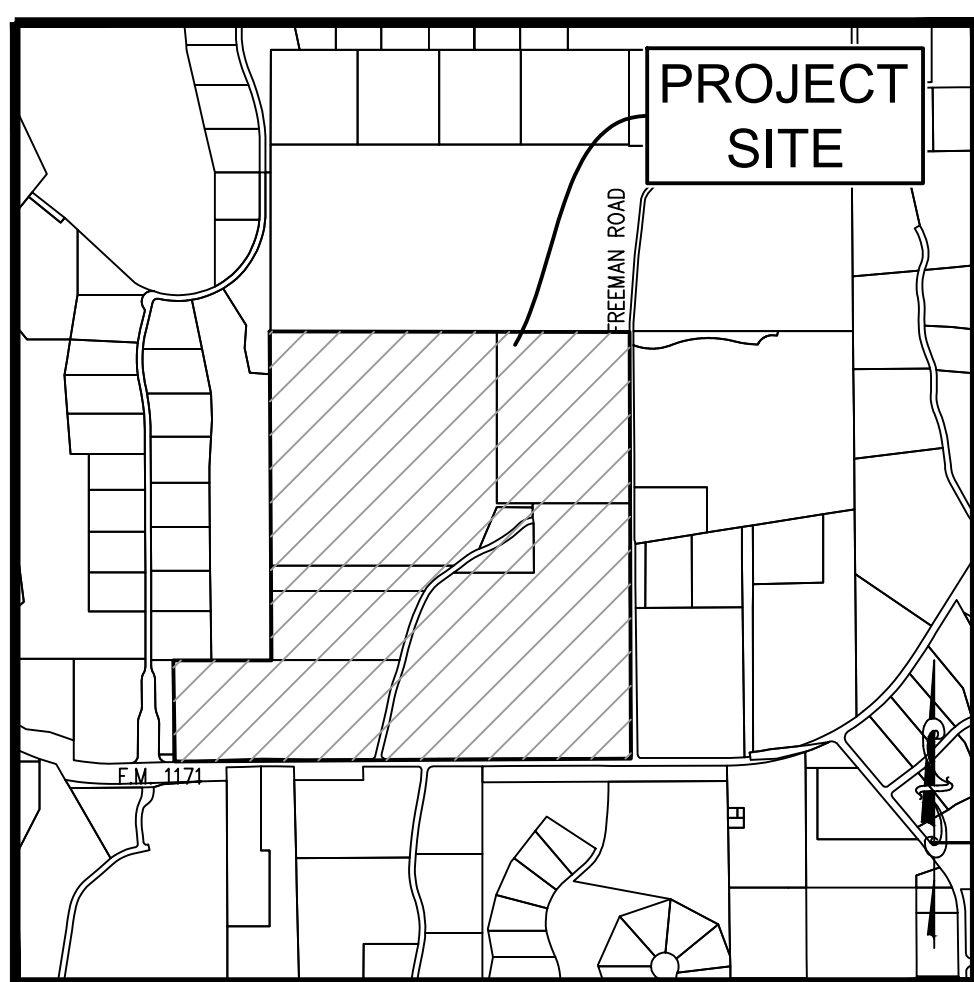












Being all that certain lot, tract or piece of land situated in the Nathaniel E. Thompson Survey, Abstract Number 1270, Town of Flower Mound, Denton County, Texas, and being part of that certain called 100 acre tract of land described in deed to J. A. Miller recorded in Volume 362, Page 294 of the Deed Records of Denton County, Texas, and being part of that certain called 48.24 acre tract of land described in deed to Allen L. Powdermaker and Francois Uher recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 6.800 acre tract of land described in deed to Francois Uher recorded in Volume 1103, Page 600 of the Deed Records of Denton County, Texas, and being all that certain called 30.800 acre tract described in deed to Alan L. Powdermaker and Renate Powdermaker recorded in Volume 1103, Page 506 of the Deed Records of Denton County, Texas, and being all that certain called 6.800 acre tract of land described in deed to Francois Uher recorded in Volume 1103, Page 600 of the Deed Records of Denton County, Texas, and being all of Lots 1 and 2, Block 1 of the Powdermaker Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 80 of the Plat Records of Denton County, Texas, and being all of Tract 1 and Tract 2, of that same tract of land described to Denton County recorded in Denton Number 1000, and being all that certain called 1.1 acre tract of land described in deed to Denton County recorded in Volume 429, Page 123 of the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINS at an axle found at an inner ell corner in the west line of said 100 acre tract and said 48.424 acre tract, being the southeast corner of Lot 1, Block 1 of The Estates at 708, Section One, in addition to the Town of Flower Mound, Denton County, Texas, according to the plat recorded in Cabinet K, Page 232 of the Plat Records of Denton County, Texas, and being the recognized southeast corner of said Survey, Abstract Number 404 and an inner ell corner in the west line of said Nathaniel E. Thompson Survey, Abstract Number 1270;

THENCE N 00°01'15" W, with a west line of said 100 acre tract and said 48.424 acre tract and the most east line of said Lot 1, Block 1, pass 20.22 feet the most easterly northeast corner thereof, being the southeast corner of Lot 10, Block 1 of said addition, continuing with the east line of said Lot 10, passing the northern northwest corner of said 48.424 acre tract and the southwest corner of said Lot 10, Block 1, to the northeast corner of said 100 acre tract, continuing with the east line of said 100 acre tract, passing the northeast corner of said 48.424 acre tract, the southwest corner of said 30.800 acre tract, continuing with the west line thereof, passing at 167.20 feet the northeast corner of said Lot 10, Block 1 and the southeast corner of Lot 10, Block 1 of said addition, continuing with the east line thereof a total distance of 173.94 feet to a 1/2" capped rebar set (G&A) at the southwest corner of that certain called 42.0093 acre tract of land described in and to be known as the James and Teresa Freeman recorded in Document Number 1997-38089 of the Real Property Records of Denton County, Texas, and being the most northerly northeast corner of said 100 acre tract and said 30.800 acre tract and being the northeast corner of said Lot 1, Block 1, Powdermaker Addition;

THENCE S 89°56'35" E, 1870.10 feet with the south line of said 42.0093 acre tract and the north line of said 100 acre tract and said 30.800 acre tract, passing the northeast corner of said 30.800 acre tract and the northwest corner of said 14.500 acre tract, continuing with the north line thereof to a 1/2" capped rebar set (GBA) at the northeast corner thereof and the northeast corner of said 100 acre tract and being the northwest corner of that certain called 27.4102 acre tract of land described in deed to Tom W. Kindred recorded in Volume 1379, Page 434 of the Real Property Records of Denton County, Texas, from which a 5/8" capped rebar found (PSS&J) at the southeast corner of said 42.0093 acre tract bears S 89°56'35" E, 6.00 feet;

THENCE S 00°23'10" E, with the east line of said 100 acre tract and said 14,500 acre tract and the west line of said 27,410.02 acre tract, passing at 819.85 feet the northwest corner of a called 0.265 acre & 40' right-of-way dedication as shown on the plat of Western Elevated Tank Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2011-112 of the Plat Records of Denton County, Texas, continuing with the west line of said Western Elevated Tank Addition, passing the southeast corner of said 14,500 acre tract and the northeast corner of said 48,424 acre tract, continuing with the east line of said 14,500 acre tract and the northeast corner of said 100 acre tract, passing at 101.00 feet in said 100 acre tract, the northeast corner of said 100 acre tract, the northeast corner of said Western Elevated Tank Addition and the southwest corner of said 27,410.02 acre tract, being the northwest corner of that certain called 5,000 acre tract of land described as Tract Two in deed to Prime Time Properties, Inc., recorded in Volume 3112, Page 428 of the Real Property Records of Denton County, Texas;

THENCE S 00°28'05" E, 329.56 feet continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 5.000 acre tract to a 1/2" rebar found at the southwest corner of said 5.000 acre tract, being the northwest corner of that certain called 10.1743 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Volume 2444, Page 779 of the Real Property Records of Denton County, Texas;

THENCE S 00°34'25" E, continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 10.1743 acre tract passing at 756.41 feet a 5/8" rebar found at the southeast corner of said 48.424 acre tract and the southwest corner of said 10.1743 acre tract and being on the north line of F.M. 1171 and the north line of said 1.1 acre tract of land, continuing a total distance of 802.16 feet;

THENCE S 89°48'20" W, 1951.54 feet with the south line of said 1.1 acre tract;

THENCE S 88°23'05" W, 462.89 feet with the south line of said 1.1 acre tract;

THENCE N 00°20'40" W, passing at 55.02 feet a 1/2" capped rebar set (G&A) at the northwest corner of said Tract 1, and being on the east line of a 45' right-of-way dedication shown on the aforementioned plat of the Estates at Tour 18, Section One, from which an aluminum TxDOT monument found bears N 88°23'00" E, 0.8 feet, continuing with the west line of said 100 acre tract and said 48.424 acre tract and the east line of said 45' right-of-way dedication, passing at 91.1 feet the northeast corner thereof and the southeast corner of Lot 11, Block 1 of said Estates at Tour 18, Section One, continuing with the east line thereof 477.50 feet to an old wood fence corner post found at the most westerly northwest corner of said 100 acre tract and said 48.424 acre tract, and being the most southerly southwest corner of the aforementioned Lot 1, Block 1, Estates at Tour 18, Section One;

THENCE N 88°43'20" E, 533.40 feet with the common line between said 100 acre tract and said 48.424 acre tract and said Lot 1, Block 1 to the POINT OF BEGINNING and containing approximately 103.225 acres of land

Zoning Standard	Existing: PD-140	Proposed: Agricultural
Minimum Lot Area	27,000 SF	87,120 SF
Minimum Lot Width	100 ft.	200 ft.
Minimum Floor Area	3,500 SF 1 Story/ 4,500 SF 2 Story	1,800 SF
Minimum Front Yard	30 ft.	40 ft.
Minimum Side Yard	10 ft.	25 ft.
Minimum Rear Yard	10 ft.	20 ft.
Maximum Lot Coverage	35%	25%
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

	MASTER PLAN FEATURES
Land Use Plan	Cross Timbers Conservation Development District
Specific Plan	Not included in a Specific Plan Area
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	8' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171 and Freeman Road
Open Space Plan	Cluster Development
Thoroughfare Plan	F.M. 1171 – Major (Principal) Arterial : 120' ROW
Water Plan	Cross Timbers Conservation Development District
Wastewater Plan	Cross Timbers Conservation Development District

SHMAISANI RANCH 103.225 Acres in the NATHANIEL E THOMPSON SURVEY, ABSTRACT NO. 1270 TOWN OF FLOWER MOUND DENTON COUNTY, TEXAS	ZONING EXHIBIT <u>PRELIMINARY PLANS</u> THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. G&A I MCADAMS, TPBE: 19762 ROBERT JOHN DOLLAK, JR., P.E. #86898 DATE 6/18/2019	The John R. McAdams Company, Inc. (DBA: G&A I McAdams) 111 Hillside Drive Lewisville, Texas 75057 972.436.9712 2900 Westpark Drive Reno, Texas 76075 940.240.1012 TPBE: 19762 TPBL S. 1019444 www.mcadamsco.com
Drawn By: PF Date: 06/07/2019 Scale: 1"=150' Revisions:	SPEC-19084	 

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 103.225 ACRES OF LAND SITUATED IN THE NATHANIEL E. THOMPSON SURVEY, ABSTRACT NUMBER 1270, FROM PLANNED DEVELOPMENT DISTRICT NO. 140 (PD-140) FOR SINGLE FAMILY RESIDENTIAL USES WITH CLUSTER DEVELOPMENT STANDARDS TO AGRICULTURAL DISTRICT (A) IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION 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 103.225 acres of land situated in the Nathaniel E. Thompson Survey, Abstract No. 1270, Denton County, Texas, have filed an application to change the zoning from Planned Development District No. 140 (PD-140) for Single Family Residential uses with Cluster Development Standards to Agricultural District (A); and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on June 24, 2019, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on July 15, 2019, with respect to the proposed planned development district as described herein; and,

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

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

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

SECTION 1

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:

103.225 acres of land situated in the Nathaniel E. Thompson Survey, Abstract No. 1270, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Agricultural District (A) uses as depicted in the zoning exhibit attached as Exhibit "B" hereto.

SECTION 2

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 zoning, as set forth above.

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 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 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**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Exhibit "A"

Legal Description

Being all that certain lot, tract or parcel of land situated in the Nathaniel E. Thompson Survey, Abstract Number 1270, Town of Flower Mound, Denton County, Texas, and being part of that certain called 100 acre tract of land described in deed to J. A. Miller recorded in Volume 362, Page 294 of the Deed Records of Denton County, Texas, and being part of that certain call 48.424 acre tract of land described in deed to Allen L. Powdermaker and Francois Uhler recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 14.500 acre tract of land described in deed to David, Jill and Karin Powdermaker recorded in Volume 1130, Page 498 of the Deed Records of Denton County, Texas, and being all that certain called 30.800 acre tract described in deed to Alan L. Powdermaker and Renate Powdermaker recorded in Volume 1103, Page 506 of the Deed Records of Denton County, Texas, and being all that certain called 6.800 acre tract of land described in deed to Francois Uhler recorded in Volume 1103, Page 609 of the Deed Records of Denton County, Texas, and being all of Lots 1 and 2, Block 1 of the Powdermaker Addition, an addition the the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 80 of the Plat Records of Denton County, Texas, and being all of Tract 1 and Tract 2, of that same tract of land described to Denton County recorded in Document Number 2008-115823, Official Records, Denton County, Texas, and being all that certain called 1.1 acre tract of land described as Tract No. 19 in deed to Denton County recorded in Volume 429, Page 123 of the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at an axle found at an inner ell corner in the west line of said 100 acre tract and said 48.424 acre tract, being the southeast corner of Lot 1, Block 1 of The Estates at Tour 18, Section One, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet K, Page 232 of the Plat Records of Denton County, Texas, and being the recognized southeast corner of the J. Gibson Survey, Abstract Number 484 and an inner ell corner in the west line of said Nathaniel E. Thompson Survey, Abstract Number 1270;

THENCE N 00°08'15" W, with a west line of said 100 acre tract and said 48.424 acre tract and the most east line of said Lot 1, Block 1, pass at 90.22 feet the most easterly northeast corner thereof, being the southeast corner Lot 10, Block 1 of said addition, continuing with the east line of said Lot 10, passing the northerly northwest corner of said 48.424 acre tract and the southwest corner of said 6.800 acre tract continuing with the west line thereof, passing the northwest corner of said 6.800 acre tract and the westerly southwest corner of said 30.800 acre tract, continuing with the west line thereof, passing at 1607.20 feet the northeast corner of said Lot 10, Block 1 and the southeast corner of Lot 9, Block 1 of said addition, continuing with the east line thereof a total distance of 1719.94 feet to a 1/2" capped rebar set (G&A) at the southwest corner of that certain called 42.0093 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Document Number 1997-88963 of the Real Property Records of Denton County, Texas, and being the most northerly northwest corner of said 100 acre tract and said 30.800 acre tract and being the northwest corner of said Lot 1, Block 1, Powdermaker Addition;

THENCE S 89°56'35" E, 1870.10 feet with the south line of said 42.0093 acre tract and the north line of said 100 acre tract and said 30.800 acre tract, passing the northeast corner of said 30.800 acre tract and the northwest corner of said 14.500 acre tract, continuing with the north line thereof to a 1/2" capped rebar set (G&A) at the northeast corner thereof and the northeast corner of said 100 acre tract and being the northwest corner of that certain called 27.4102 acre tract of land described in deed to Tom W. Kindred recorded in Volume 1379, Page 434 of the Real Property Records of Denton County, Texas, from which a 5/8" capped rebar found (PBS&J) at the southeast corner of said 42.0093 acre tract bears S 89°56'35" E, 60.0 feet;

THENCE S 00°23'10" E, with the east line of said 100 acre tract and said 14.500 acre tract and the west line of said 27.4102 acre tract, passing at 819.85 feet the northwest corner of a called 0.265 acre 40' right-of-way dedication as shown on the plat of Western Elevated Tank Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2011-112 of the Plat Records of Denton County, Texas, continuing with the west line of said Western Elevated Tank Addition, passing the southeast corner of said 14.500 acre tract and the northeast corner of said 48.424 acre tract, continuing with the east line thereof 1111.16 feet (called 1106.11 feet in said 27.4102 acre tract deed) to a 1/2" rebar found at the southwest corner of said Western Elevated Tank Addition and the southwest corner of said 27.4102 acre tract, being the northwest corner of that certain called 5.000 acre tract of land described as Tract Two in deed to Prime Time Properties, Inc., recorded in Volume 3112, Page 428 of the Real Property Records of Denton County, Texas;

THENCE S 00°28'05" E, 329.56 feet continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 5.000 acre tract to a 1/2" rebar found at the southwest corner of said 5.000 acre tract, being the northwest corner of that certain called 10.1743 acre tract of land described in deed to Joe B. Freeman and wife, Teresa Freeman recorded in Volume 2444, Page 779 of the Real Property Records of Denton County, Texas;

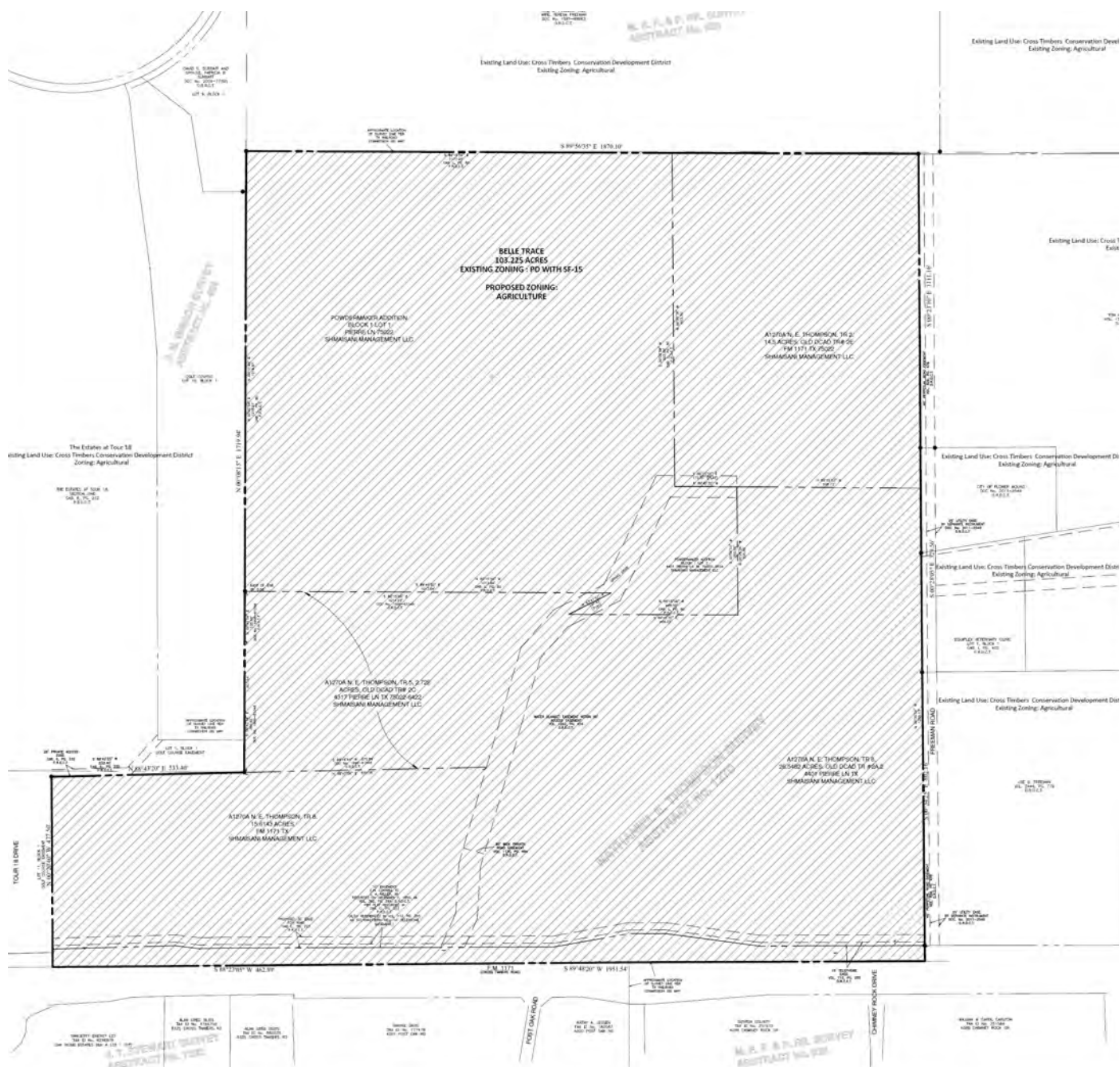
THENCE S 00°34'25" E, continuing with the east line of said 100 acre tract and said 48.424 acre tract and the west line of said 10.1743 acre tract passing at 756.41 feet a 5/8" rebar found at the southeast corner of said 48.424 acre tract and the southwest corner of said 10.1743 acre tract and being on the north line of F.M. 1171 and the north line of said 1.1 acre tract of land, continuing a total distance of 802.16 feet;

THENCE S 89°48'20" W, 1951.54 feet with the south line of said 1.1 acre tract;

THENCE S 88°23'05" W, 462.89 feet with the south line of said 1.1 acre tract;

THENCE N 00°20'40" W, passing at 55.02 feet a 1/2" capped rebar set (G&A) at the northwest corner of said Tract 1, and being on the east line of a 45' right-of-way dedication shown on the aforementioned plat of the Estates at Tour 18, Section One, from which an aluminum TXDOT monument found bears N 88°23'00" E, 0.8 feet, continuing with the west line of said 100 acre tract and said 48.424 acre tract and the east line of said 45' right-of-way dedication, passing at 91.4 feet the northeast corner thereof and the southeast corner of Lot 11, Block 1 of said Estates at Tour 18, Section One, continuing with the east line thereof 477.50 feet to an old wood fence corner post found at the most westerly northwest corner of said 100 acre tract and said 48.424 acre tract, and being the most southerly southwest corner of the aforementioned Lot 1, Block 1, Estates at Tour 18, Section One;

THENCE N 88°43'20" E, 533.40 feet with the common line between said 100 acre tract and said 48.424 acre tract and said Lot 1, Block 1 to the POINT OF BEGINNING and containing approximately 103.225 acres of land





TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: July 15, 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.) (The Town Council moved on June 17, 2019, to postpone until the July 15, 2019, meeting.)*

BACKGROUND INFORMATION: *This item was tabled to date certain at the June 17, 2019, Town Council meeting. The council members expressed concerns regarding the reduction in the retail/office square footage from 39,245 square feet (as indicated on the approved concept plan) to 29,922 square feet and the design of the building that comprised of one-story retail buildings which was a change from the two-story buildings that was depicted on the approved concept plan.*

The applicant has submitted revised elevations incorporating a design that provides an appearance of two story buildings. However, the concern regarding a decrease in square footage has not been addressed.

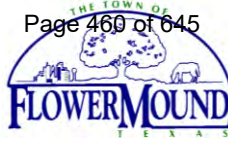
Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Though there were no concerns regarding the proposed pharmacy use, the Commission expressed concerns regarding lack of adequate articulation on the west facade of Building 4. The applicant submitted a revised site plan 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

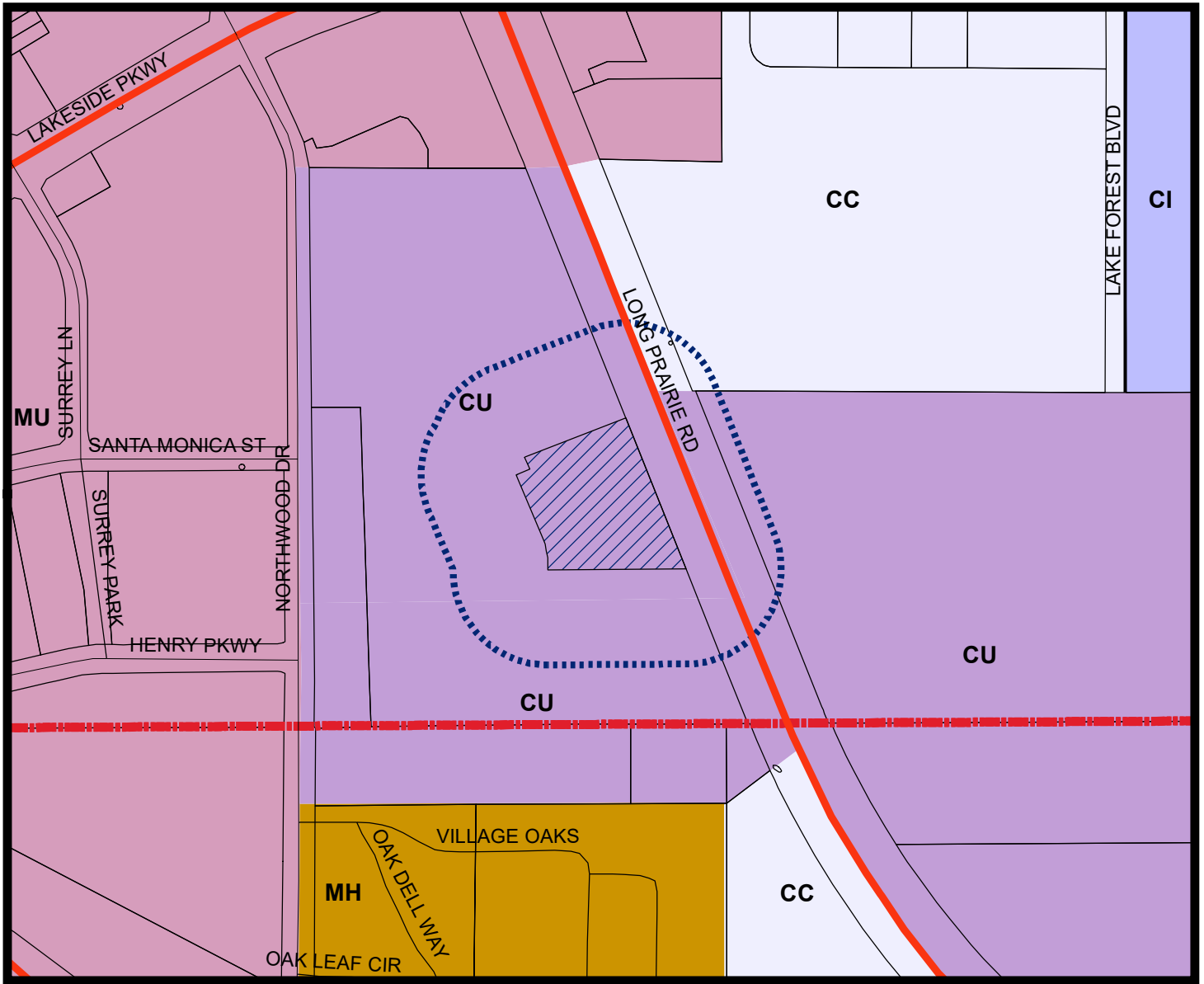
B. Application Details

1. Specific Use Permit Exhibit



Vicinity Map

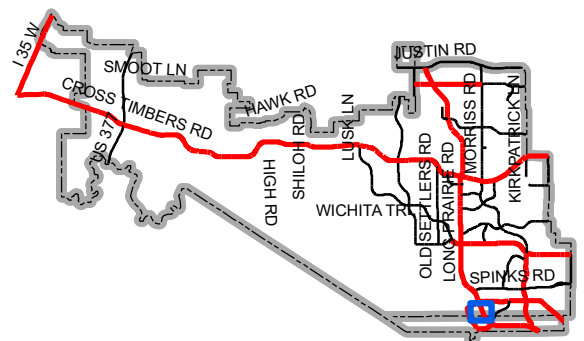
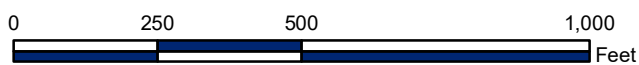
Reference Project: SUP19-0002



LEGEND

- Campus Commercial
- Campus Industrial
- *Combined Uses-See Ordinance
- Mixed Use
- Mobile Home

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



LETTER OF INTENT > LAKESIDE CROSSING BLDG. 4&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.

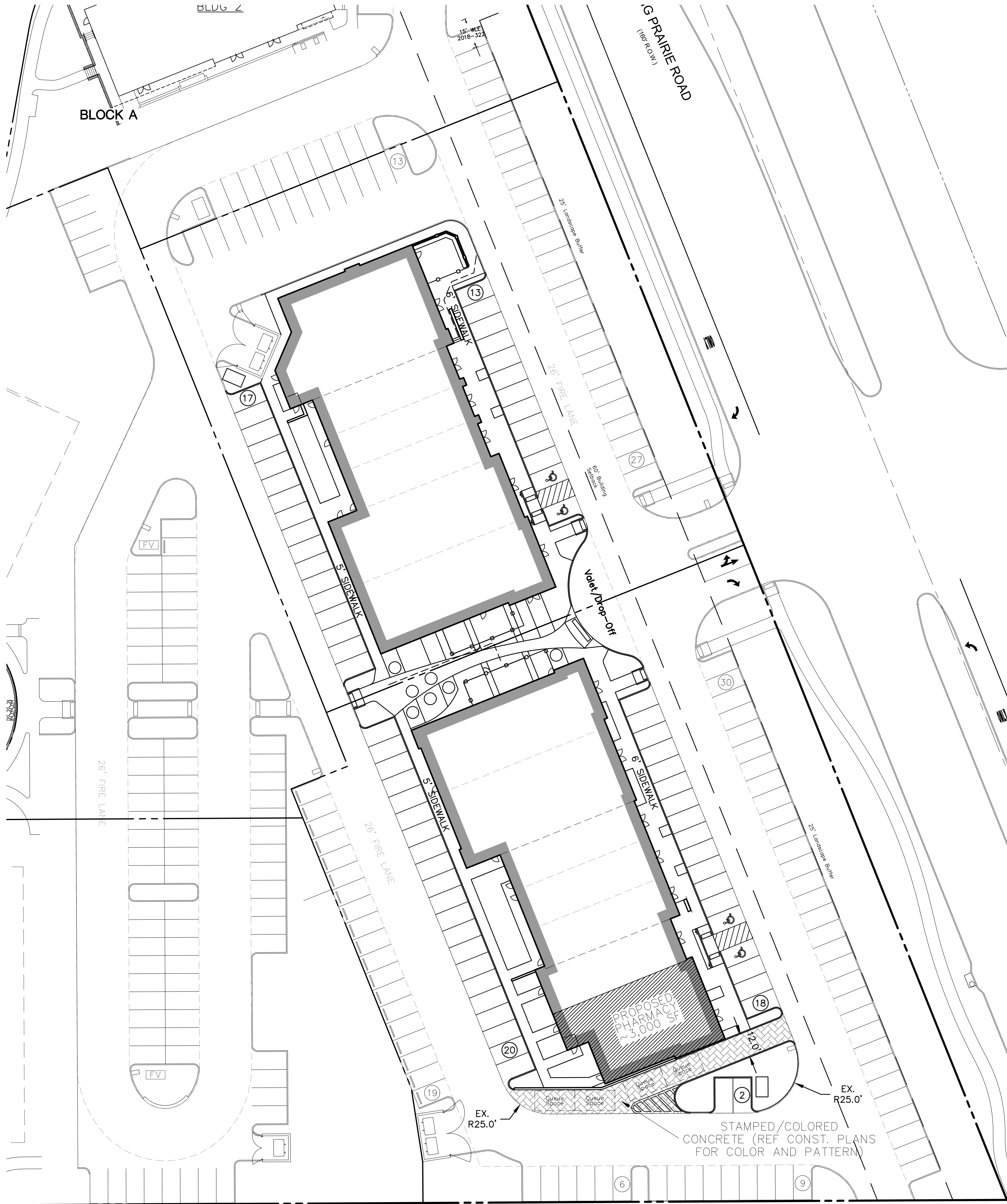
Sincerely,

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/Unimodified/1P & 2nd Prop/04/15/2019/18351 SUP
Printed: 6/4/2019 4:43 PM by Scott Morris. 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

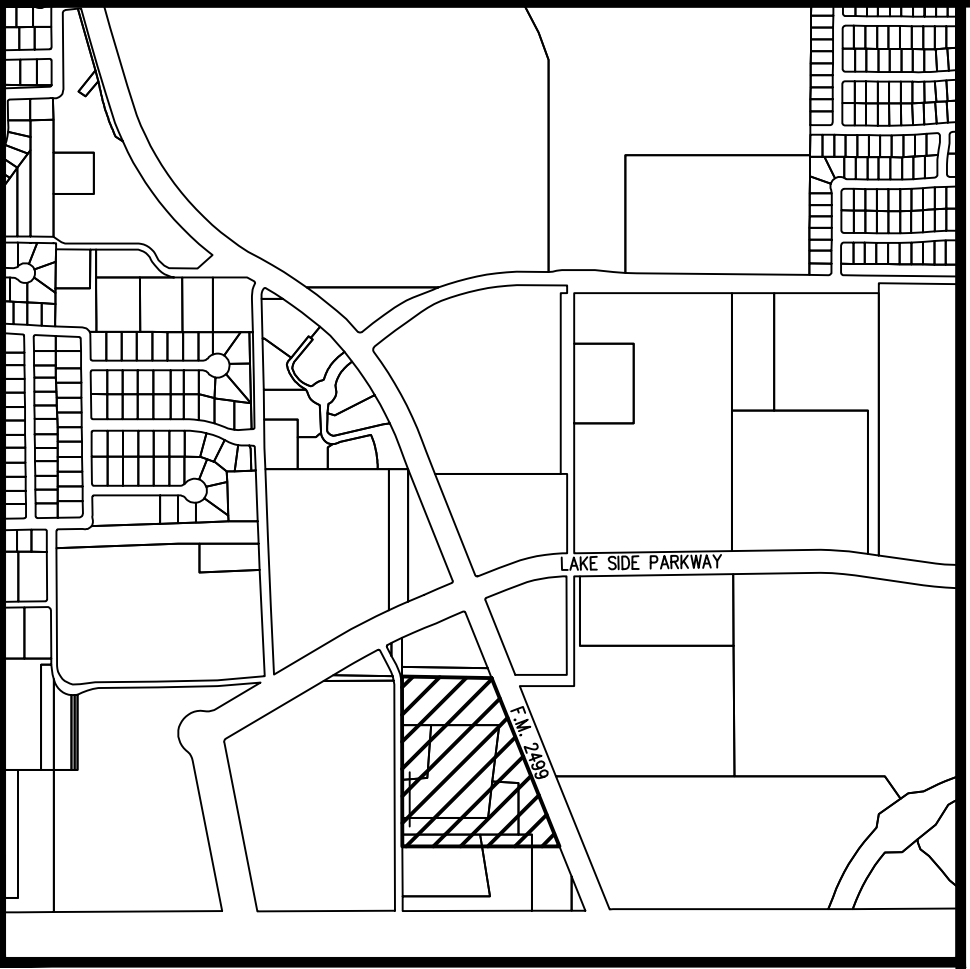
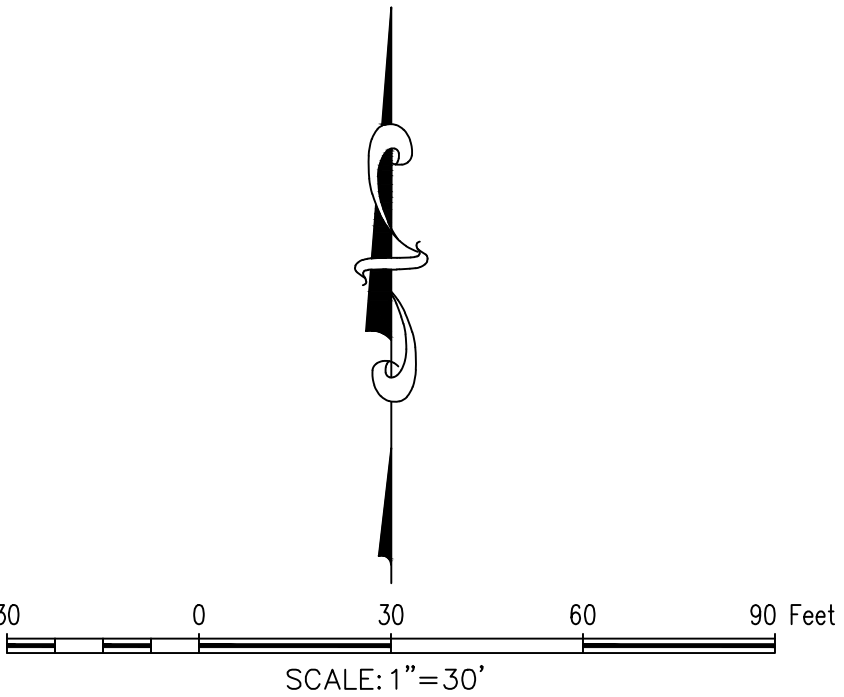
*491 Parking Spaces Provided

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)



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 04 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. THIS RELATES TO ONLY THE EASTERN FACADE, SINCE THIS IS THE ONLY FACADES ABUTTING A STREET.
- 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
Levelland, TX 79337
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPE1.S: 10194440
www.mcadamsco.com

LAKESIDE CROSSING, BUILDING 5
Lot 5, Block A
1.756 Acres
in the
JUN. TANNER HILL SURVEY; ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SUP EXHIBIT

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 6/4/2019

Drawn By: JMB
Date: 02/24/2019
Scale: 1"=30'
Revisions:
03/28/2019
04/15/2019
05/31/2019

18351

SUP

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-802-0578
Contact: MR. TROY LEWIS

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 July 15, 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.

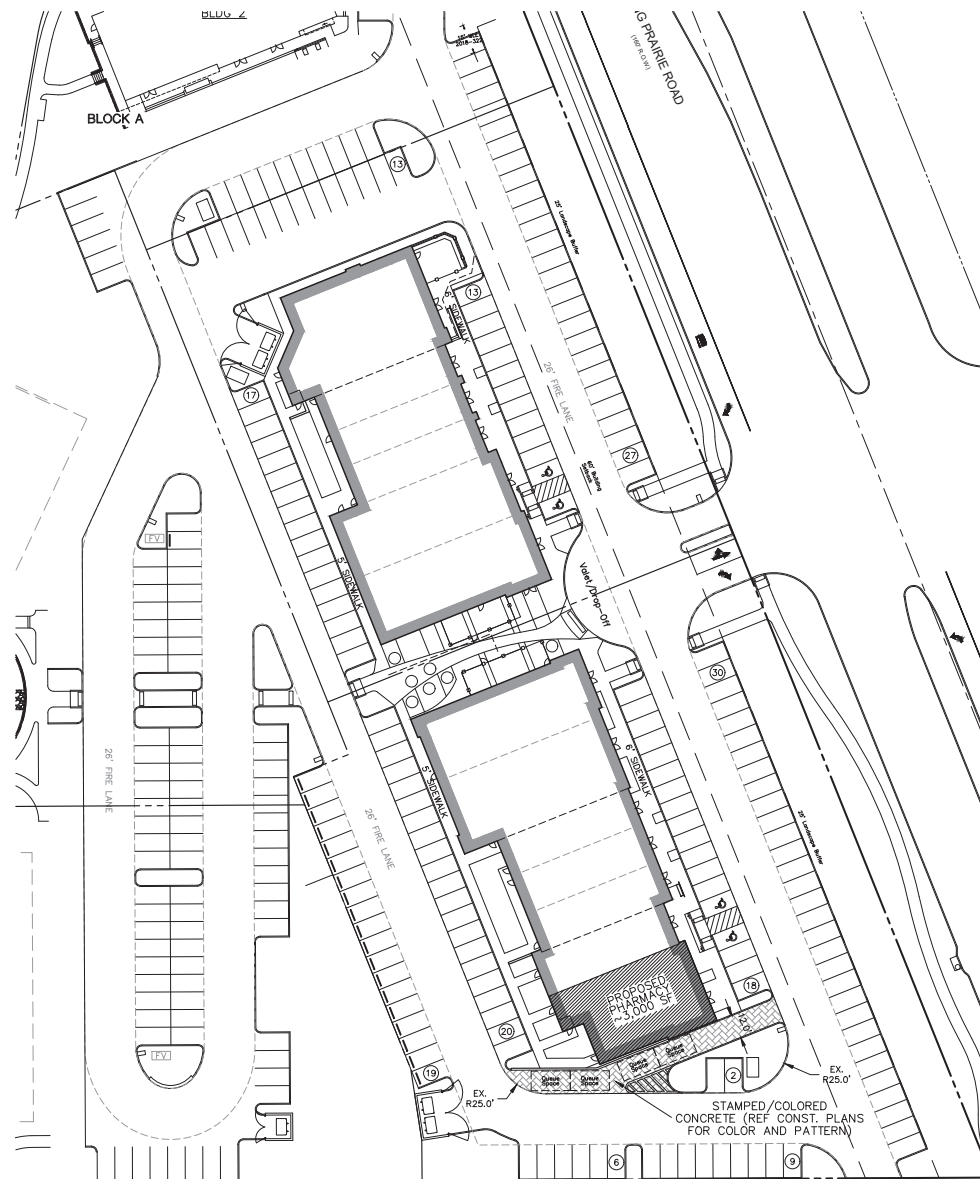
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2019.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



SITE DATA TABLE - LAKESIDE CROSSING BUILDINGS 4&5		
Physical Address	TRD	
Gross Site Area	3,040 A; 132,422 SF	
Net Site Area	3,040 A; 132,422 SF	
Lot Coverage		
Building Coverage	14,717 SF; 111.1%	
Building 4	15,205 SF; 111.5%	
Impervious Coverage	±10%	
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 7,528 SF)	Required 30	Provided 65
Building 4 (Rest. Patio 477 SF)	6	2
Building 4 (Retail 4,245 SF)	17	12
Building 4 (Office 3,084 SF)	10	9
Building 5 (Restaurant 3,087 SF)	41	42
Building 5 (Office 550 SF)	7	2
Building 5 (Office 3,469 SF)	12	10
Building 5 (Retail 8,649 SF)	33	28
*Accessible Parking	4	4
Provided Parking (Adj. to Bldg.)	0	71
Existing Adjacent On-site Parking	0	89
**Total Parking (Bldg. 4 & 5)	208	170
**Total Parking (Lakeside Crossing)	445	470
Building 4 Data		
Height (story/feet)	1 Story	
Peak Height	37' 1 3/16"	
Mean Height	28' 1 3/16"	
Total Square Footage	14,717 SF	
Building 5 Data		
Height (story/feet)	1 Story	
Peak Height	27' 0"	
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 residents)

Original Lakeside Crossing Parking Numbers

SCHEDULE OF MINIMUM USE PARKING - BUILDING 4-7					
	Weekday	Evening	Weekend	Evening	Night
Office	22	22	22	22	22
Restaurant	22	22	22	22	22
Retail	22	22	22	22	22
Hotel	22	22	22	22	22
Total	42	42	42	42	42

*42% Parking Spaces Provided

Shared Parking Numbers for Buildings 4 & 5 only

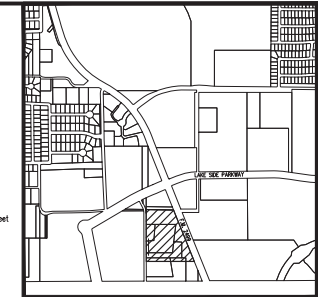
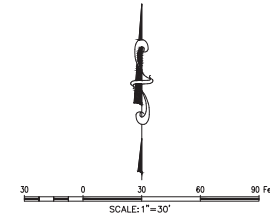
SCHEDULE OF MINIMUM USE PARKING - BUILDING 4&5					
	Weekday	Evening	Weekend	Evening	Night
Office	22	22	22	22	22
Restaurant	22	22	22	22	22
Retail	22	22	22	22	22
Hotel	22	22	22	22	22
Total	42	42	42	42	42

*42% (42 on-site + 38 on-street parking spaces)

Revised Overall Lakeside Crossing Parking Numbers with Revised Square Footages for Buildings 4 & 5

SCHEDULE OF MINIMUM USE PARKING - BUILDING 4-7					
	Weekday	Evening	Weekend	Evening	Night
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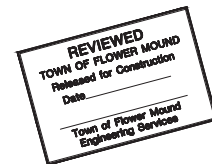


BOX CUT ON TOP OF THE WESTERN CURB OF NORTHWOOD DRIVE, NEAR A STREET LIGHT APPROXIMATELY 130' SOUTH OF THE NORTHWEST CORNER OF SUBJECT PROPERTY ELEV.=590.87

BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN CURB OF NORTHWOOD DRIVE APPROXIMATELY 50' 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.
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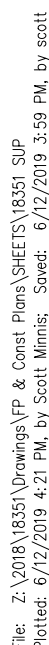


OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
911 S. GARCIA STREET, SUITE 500
HOUSTON, TX 77058
PH: 281-532-0578
CONTACT: MR. TROY LEWIS

Drawn By: JMB
Date: 02/24/2019
Scale: 1" = 30'
Revised:
Date: 03/28/2019
Date: 04/15/2019
Date: 05/21/2019

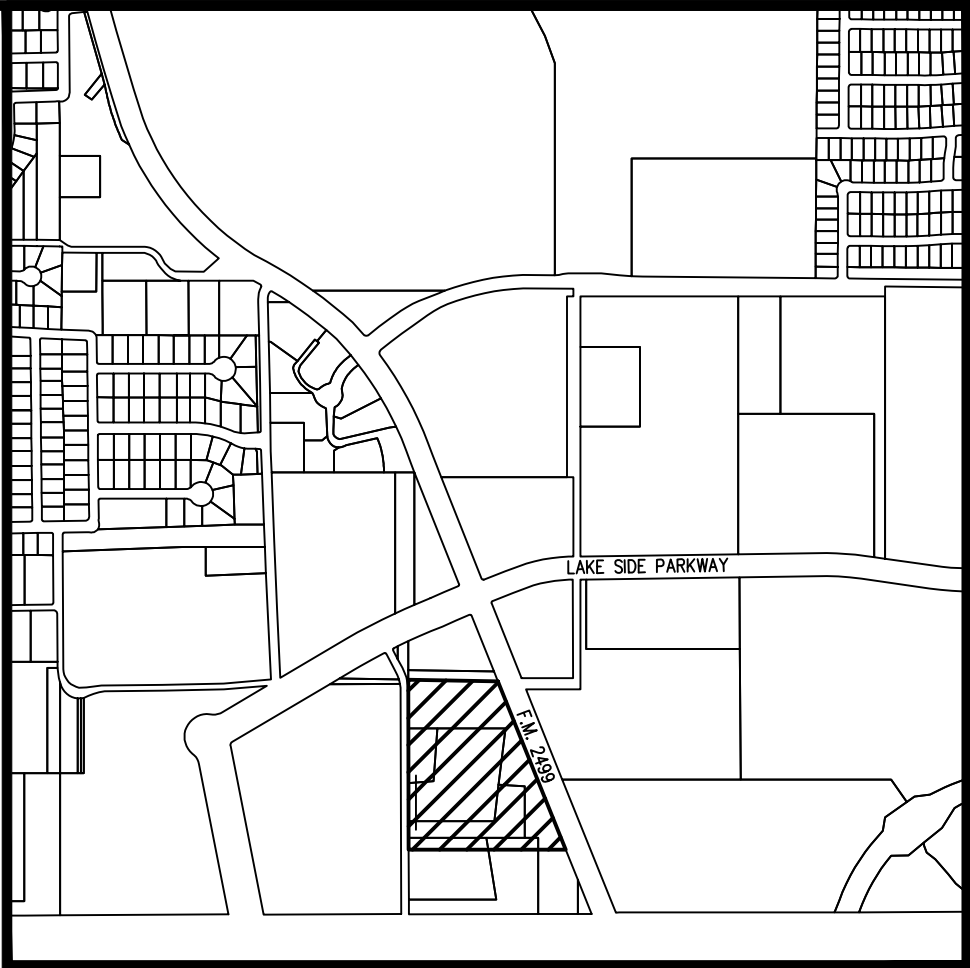
PRELIMINARY PLANS
 THIS DOCUMENT IS FOR
 INTERIM REVIEW AND IS
 NOT INTENDED FOR
 CONSTRUCTION, BIDDING,
 OR PERMIT PURPOSES.
 G&J MCADAMS
 1892
 ROBERT JOHN DOLLAH, JR.
 P.E. #65958
 DATE 6/4/2019

18351
SUP



SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7						
	Weekday		Weekend		Night	
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Office	191	20	20	10		10
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Restaurant	113	225	225	225	23	23
Hotel	94	134	94	134	94	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

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
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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 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.

[illegible]

SUP



TOWN COUNCIL AGENDA ITEM NO. 23

REGULAR ITEM

DATE: July 15, 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.*) (*The Town Council moved on June 17, 2019, to postpone until the July 15, 2019, meeting.*)**

BACKGROUND INFORMATION:

This item was tabled to date certain at the June 17, 2019, Town Council meeting. The council members expressed concerns regarding the reduction in the retail/office square footage from 39,245 square feet (as indicated on the approved concept plan) to 29,922 square feet and the design of the building that comprised of one-story retail buildings which was a change from the two-story buildings that was depicted on the approved concept plan.

The applicant has submitted revised elevations incorporating a design that provides an appearance of two story buildings. However, the concern regarding a decrease in square footage has not been addressed.

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 (06/10/2019)
2. Revised Site Plan Package (06/17/2019)
3. Revised Elevations

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

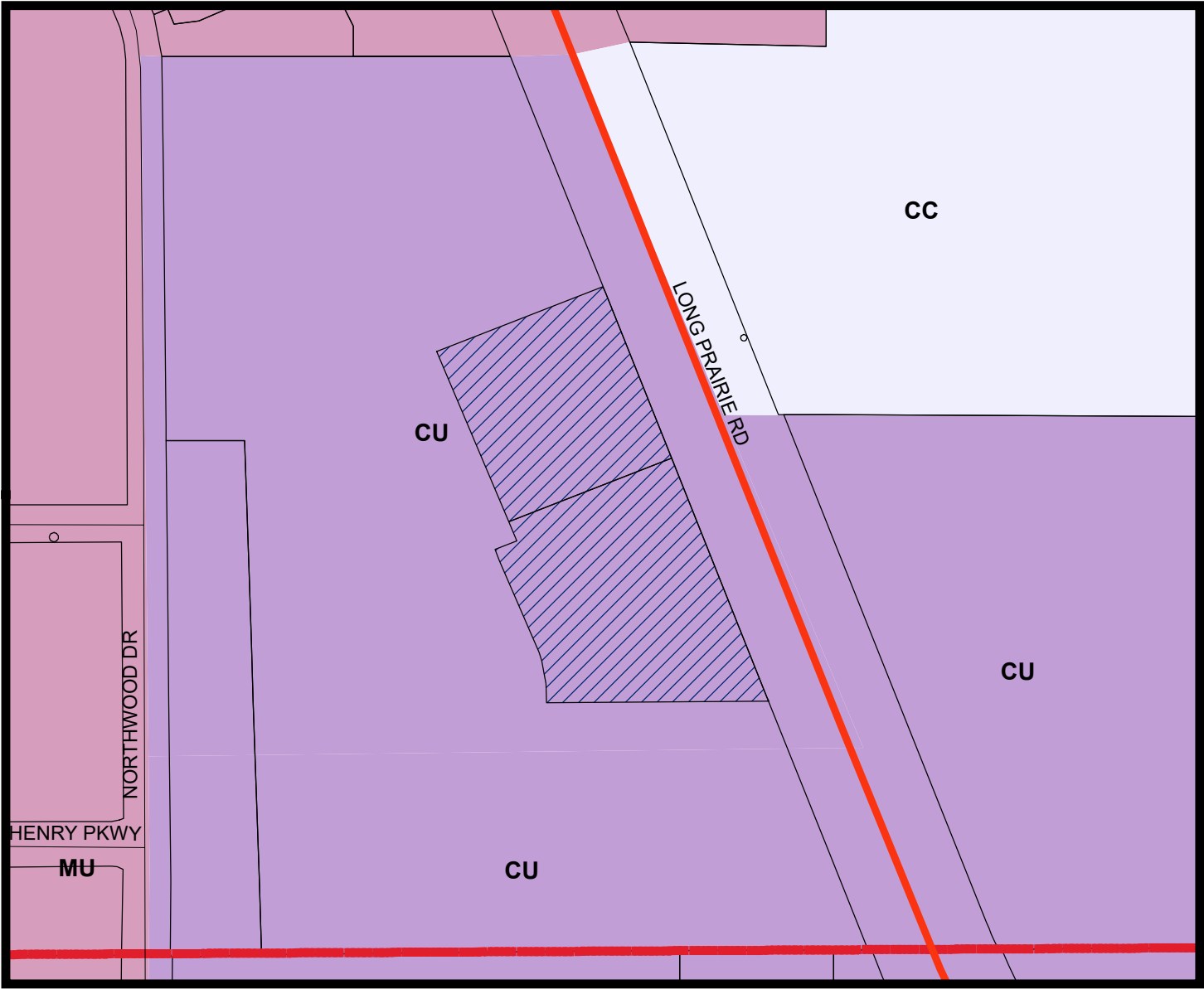
B. Application Details

1. Site Plan Package



Vicinity Map

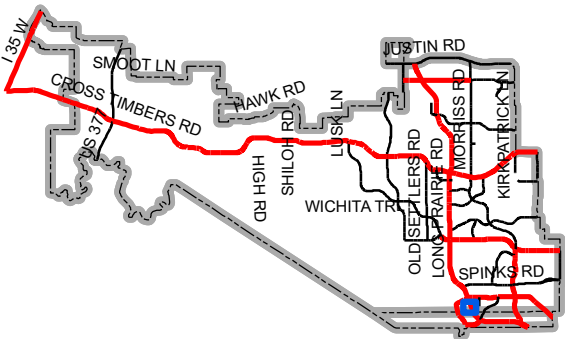
Reference Project: SP19-0001



LEGEND

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

Subject Property



Map Location



LETTER OF INTENT > LAKESIDE CROSSING BLDG. 4&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.

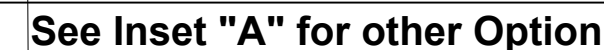
Sincerely,

Scott Minnis

Project Manager, Engineering

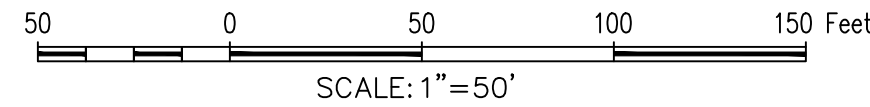
cc. Mr. Robert J. Dollak, Jr, P.E.

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.

Joe G. Roach, et al
Land Use: Lakeside Business District
Zoned: AG and CC



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
	161,485			

SCHEDULE OF MIXED USE PARKING - BLDGS. 1-7					
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 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

* 517 Parking Spaces Provided

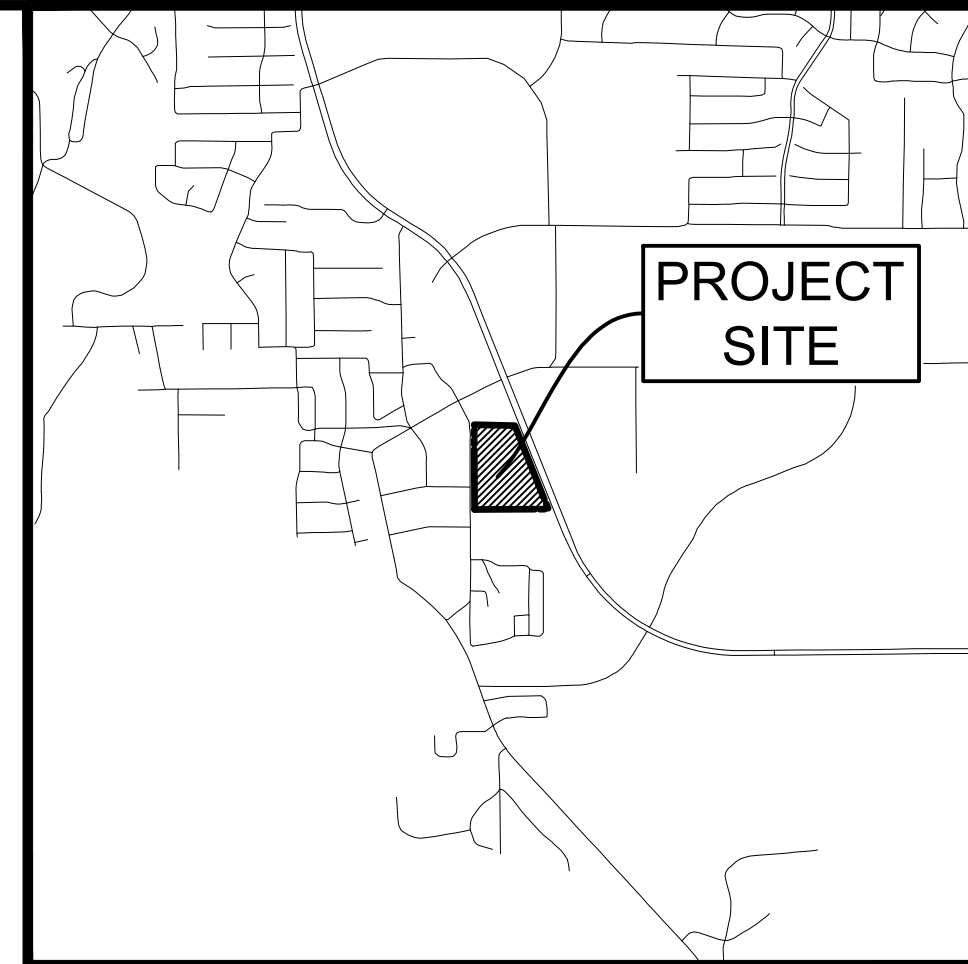
	SCHEDULE OF MIXED USE PARKING - PERCENTAGES				
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 6A
Office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	70%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%

C.R.F.	Capped Rebar Found		Overhead Power Lines
C.R.S.	Capped Rebar Set		Down Guy Wire
C.M.	Control Monument		Existing Contours
Mon.	Monument		Proposed Contours
B.M.	Benchmark		Concrete Pavement
FM	Fire Hydrant		Asphalt Pavement
WM	Water Meter		Wood Fence
WV	Water Valve		Chain Link Fence
WL	Water Line		Wire Fence
ICV	Irrigation Control Valve		Masonry Wall
SSMH	Sanitary Sewer Manhole		Existing Tree
CSO	Sanitary Sewer Cleanout		(FL) FLOWLINE
UP	Utility Pole		Centerline of Creek, Swale, or Waterway
LP	Light Pole		Creek, Swale, or Waterway Embankment
TC	Top of Curb		
TP	Top of Pavement		
TP	Top of Wall		
FG	Finished Grade		
U.E.	Utility Easement		
D.E.	Drainage Easement		
B.L.	Building Line		
R.O.W.	Right-of-Way		
D.R.	Deed Records		
P.R.	Plot Records		

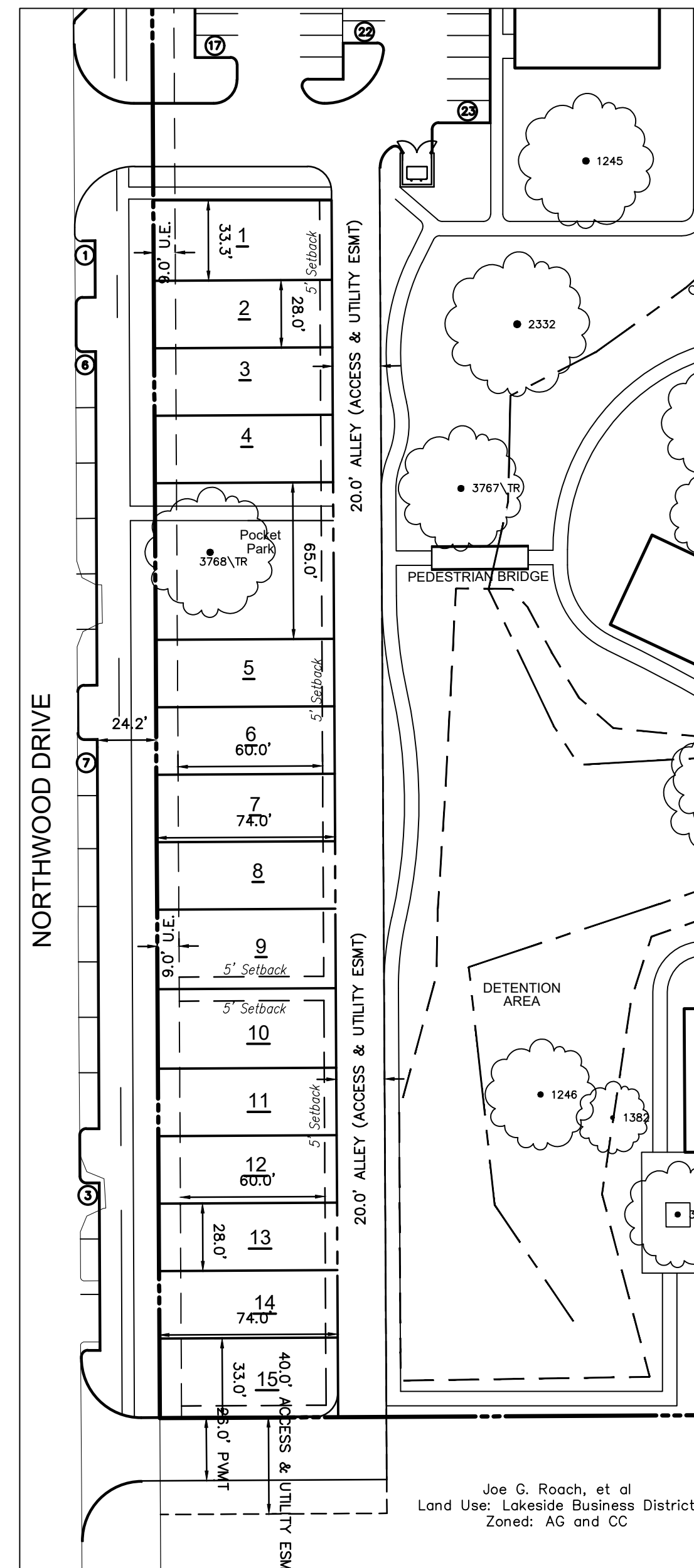
1. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. RETAINING WALL LOCATIONS AND HEIGHTS SHOWN ON THIS PLAN ARE BASED ON A PRELIMINARY GRADING CONCEPT AND ARE SUBJECT TO CHANGE. FINAL RETAINING 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"

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE



111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028

LAKESIDE CROSSING
12.001 Acres
in the
J. N. TANNERHILL 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

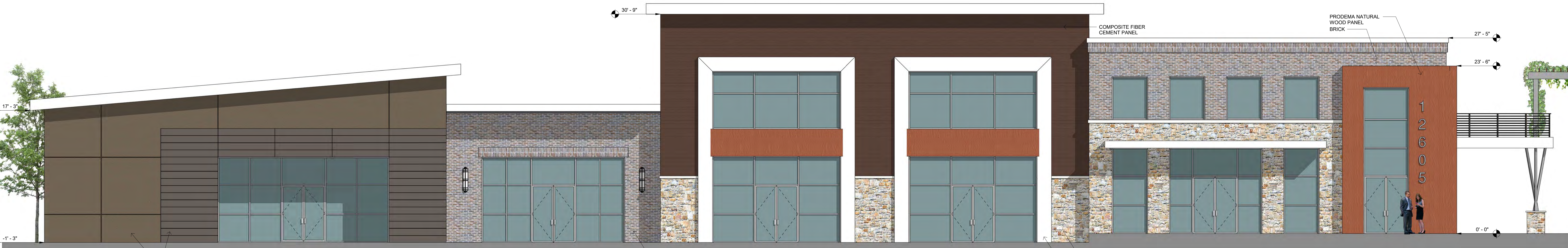
16326

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
4200 HERITAGE TRACE PKWY
FORT WORTH, TEXAS
Ph. 8175862252
Contact: Tim Nystrom

C



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



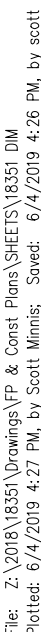
1 BUILDING 4
3/16" = 1'-0"

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%
Composite Wood	556	35%



SCHEDULE OF MIXED USE PARKING - BDGS. 1-7					
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 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 (432 on-site + 18 on-street parking spaces)



Lots 4 & 5, Block A
3.040 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

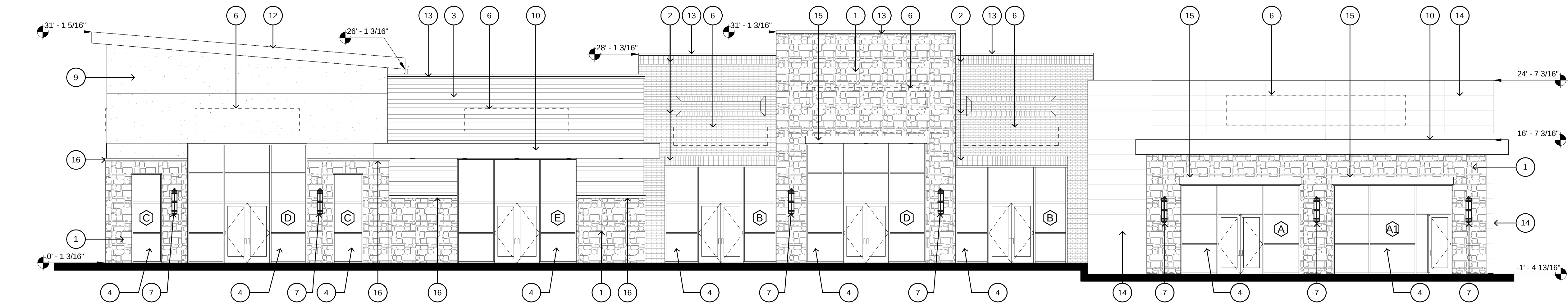
SITE PLAN AND DIMENSION CONTROL PLAN

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.
G&A I MCADAMS,
TBPE: 19762
ROBERT JOHN DOLLAK, J
P.E. #86898
DATE 6/4/2019

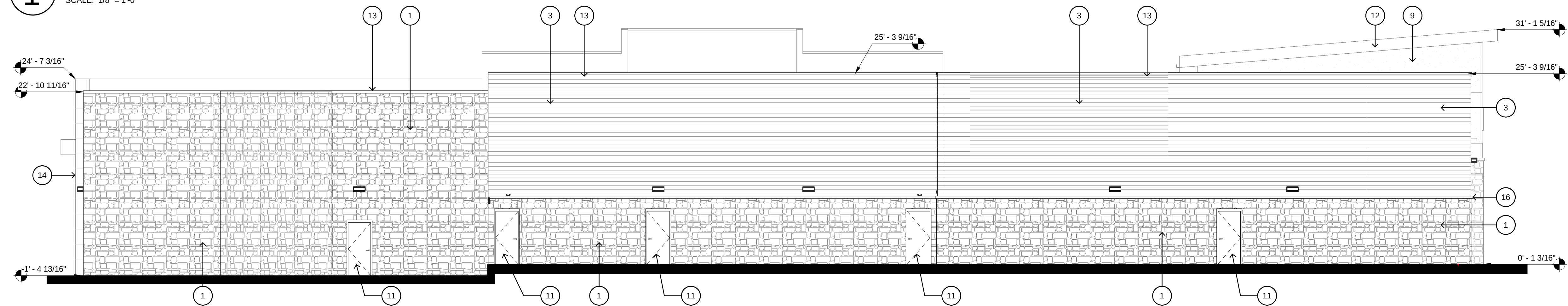
Drawn By: JMB
Date: 01/07/2019
Scale: 1"=30'
Revisions:
03/13/2019
04/15/2019
05/20/2019

(C3)

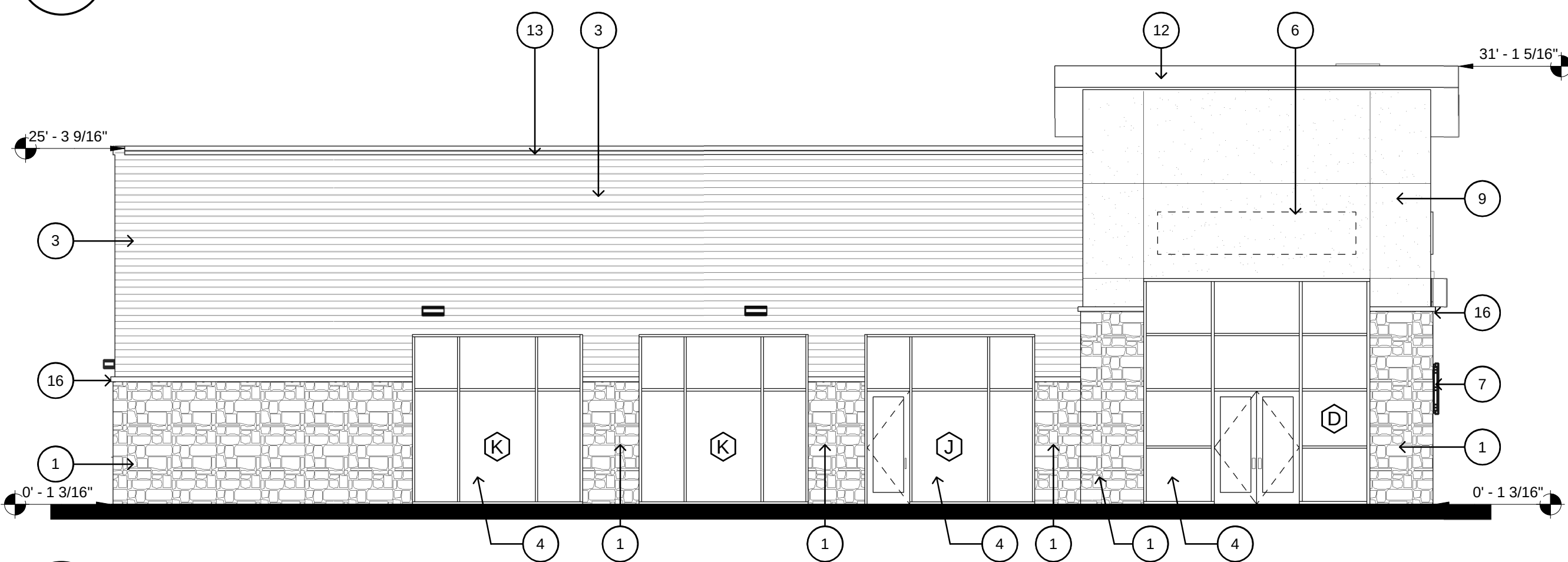
OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS



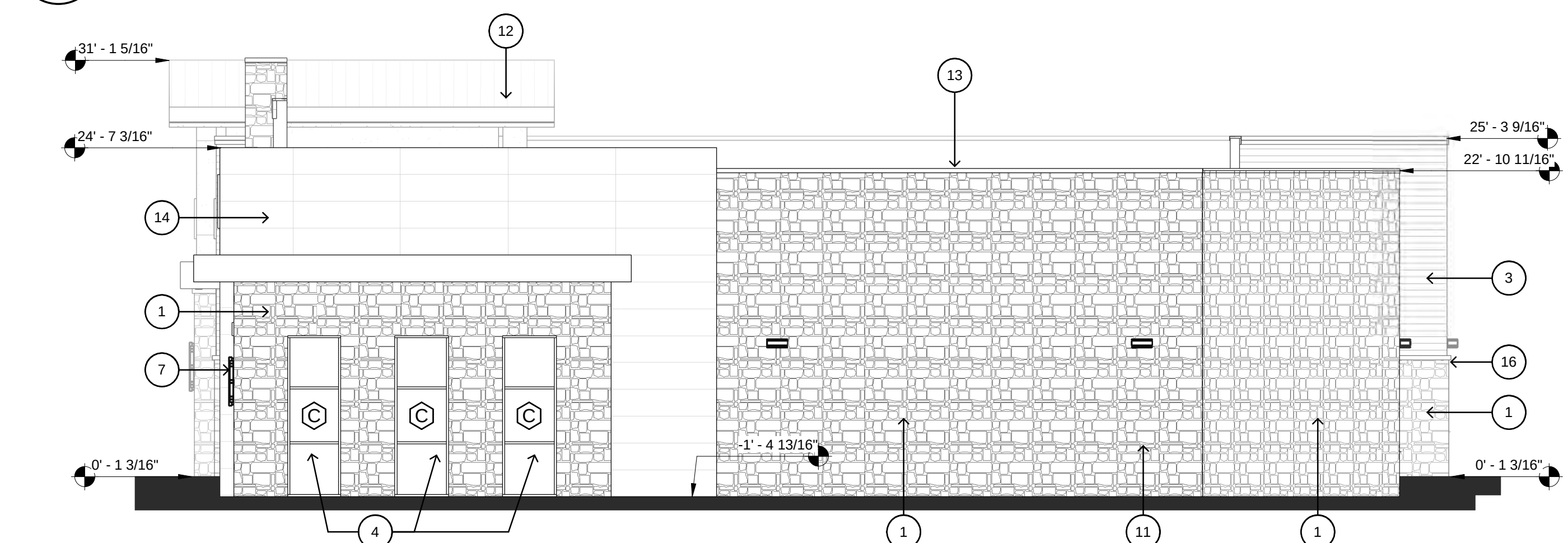
1 BUILDING 4 - EAST
SCALE: 1/8" = 1'-0"



2 BUILDING 4 - WEST
SCALE: 1/8" = 1'-0"



3 BUILDING 4 - SOUTH
SCALE: 1/8" = 1'-0"



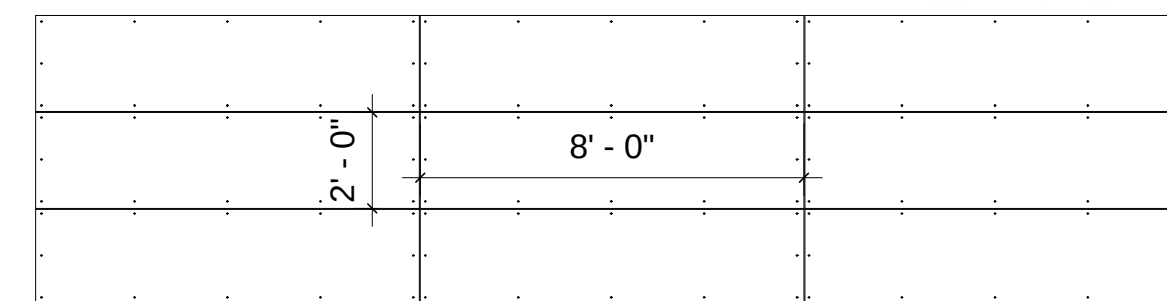
4 BUILDING 4 - NORTH
SCALE: 1/8" = 1'-0"

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.

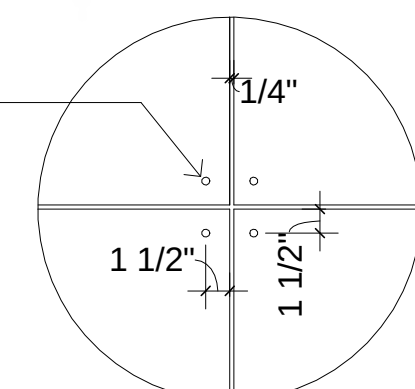


STACKED HORIZONTAL PATTERN, 2'-0" x 8'-0" PANEL SIZE

PRODEMA PANEL LAYOUT

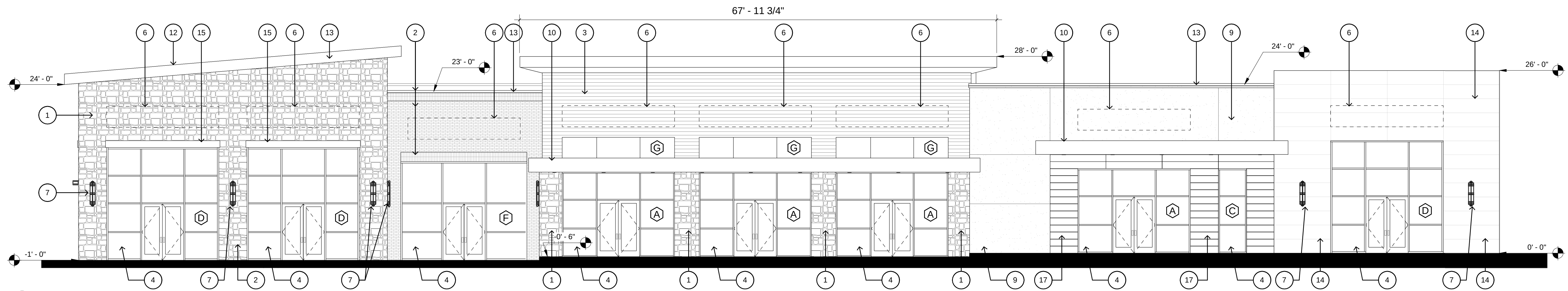
SCALE: 1/4" = 1'-0"

EXPOSED FASTENING
SYSTEM, RIVETS FACTORY
FINISHED TO MATCH PANEL

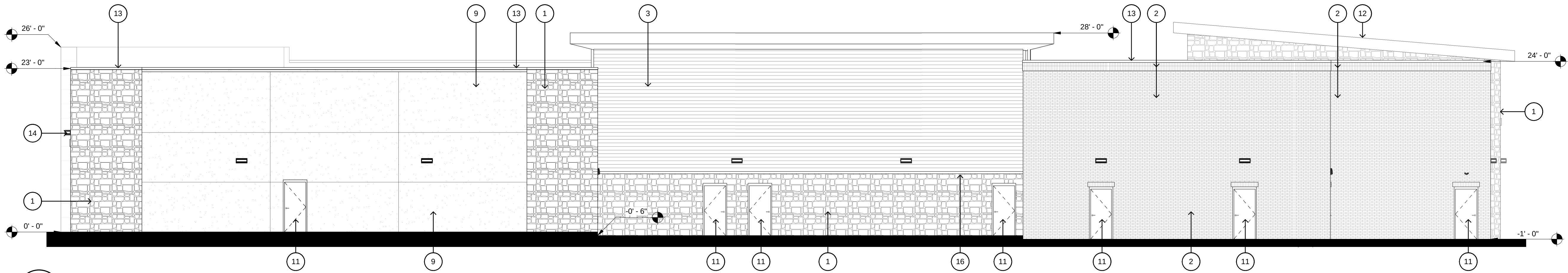


PRODEMA JOINT DETAIL

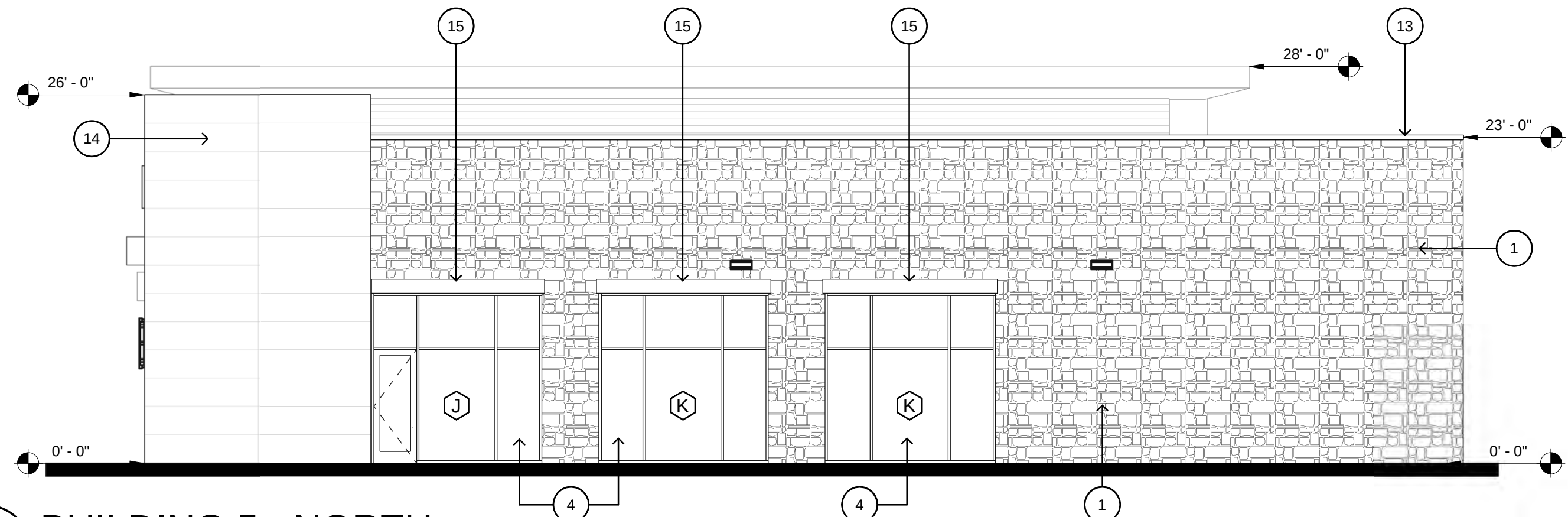
SCALE: 1" = 1'-0"



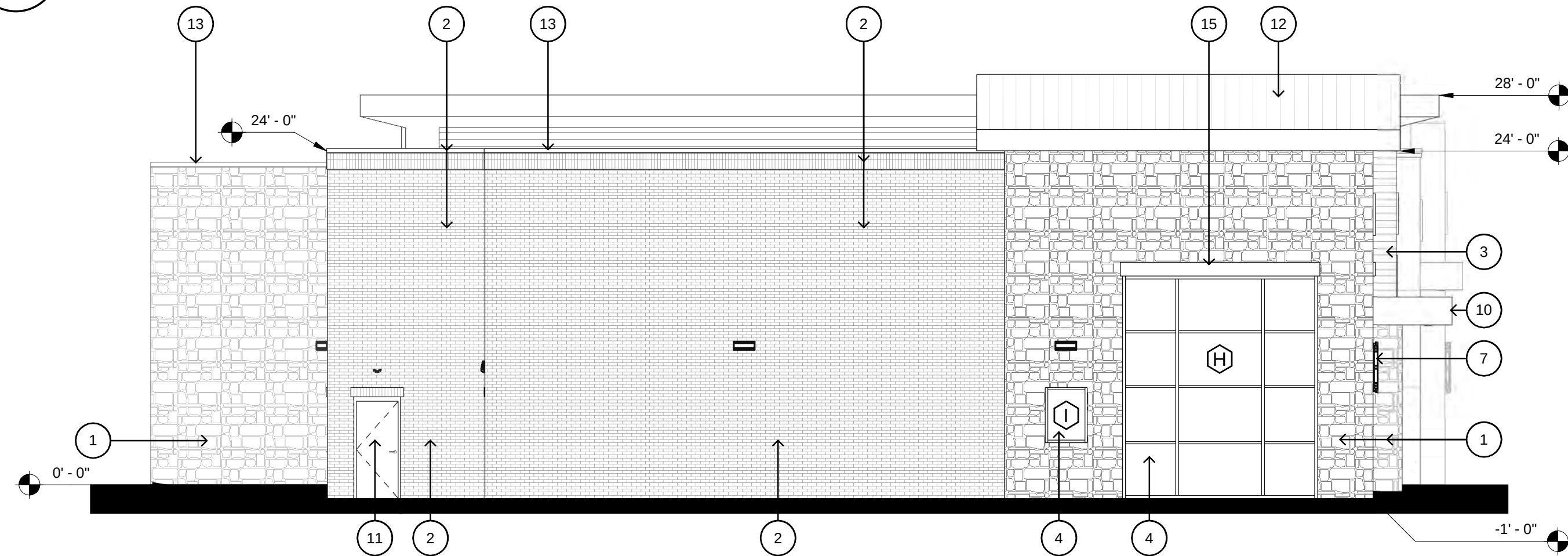
1 BUILDING 5 - EAST
SCALE: 1/8" = 1'-0"



2 BUILDING 5 - WEST
SCALE: 1/8" = 1'-0"



3 BUILDING 5 - NORTH
SCALE: 1/8" = 1'-0"



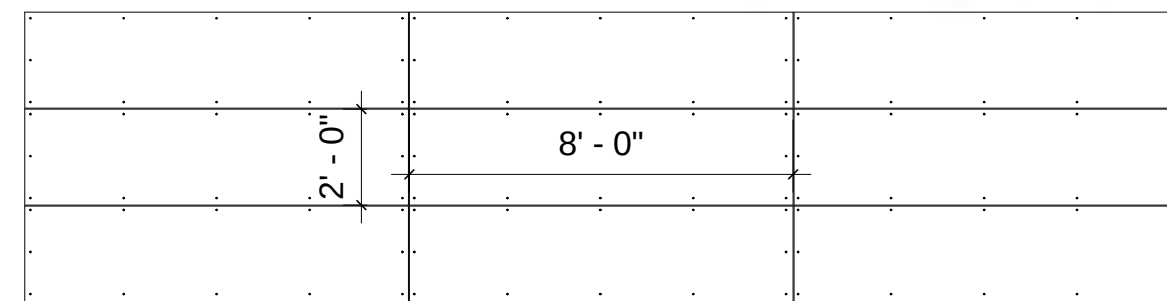
4 BUILDING 5 - SOUTH
SCALE: 1/8" = 1'-0"

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.

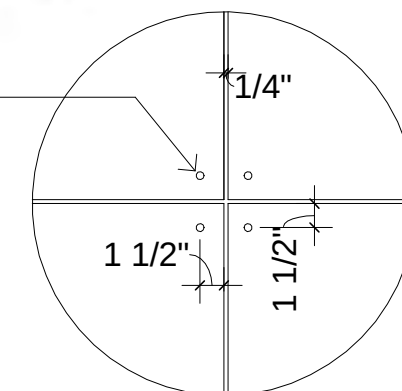


STACKED HORIZONTAL PATTERN, 2'-0" x 8'-0" PANEL SIZE

PRODEMA PANEL LAYOUT

SCALE: 1/4" = 1'-0"

EXPOSED FASTENING
SYSTEM, RIVETS FACTORY
FINISHED TO MATCH PANEL

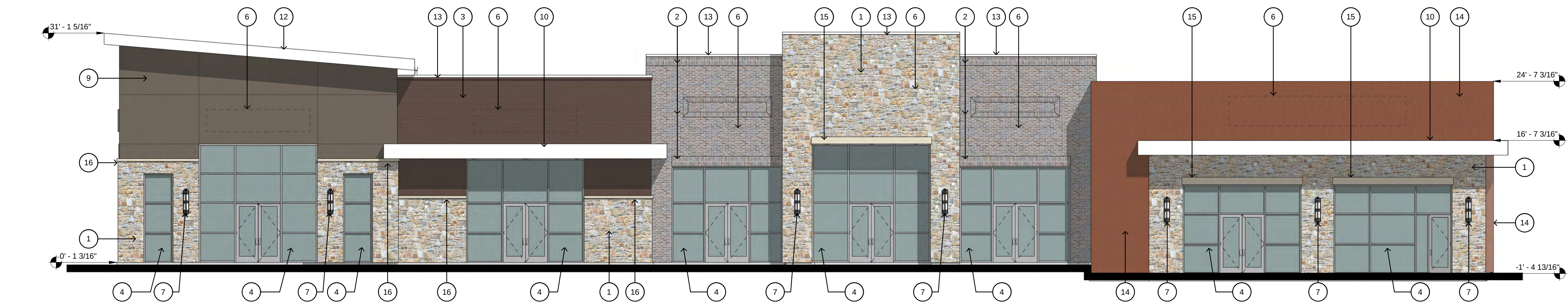


PRODEMA JOINT DETAIL

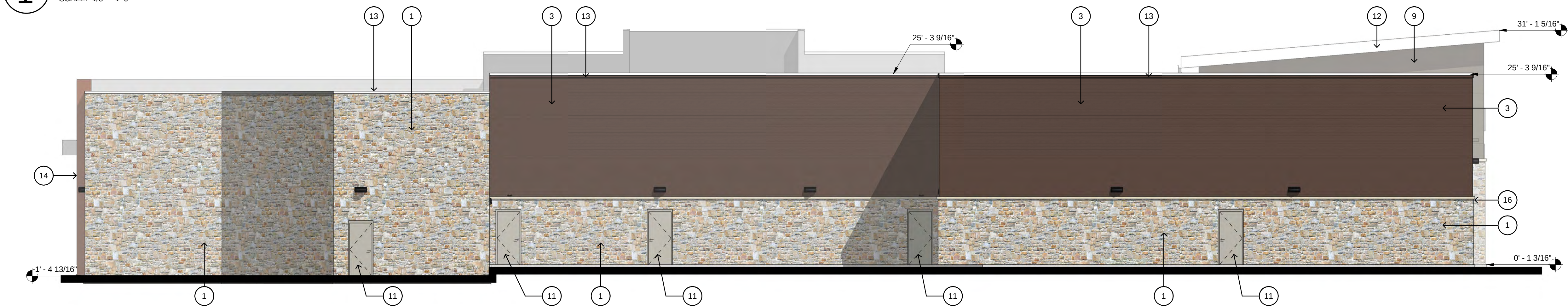
SCALE: 1" = 1'-0"

NO.	REVISION	DATE
4	REVISION 4	04.15.19

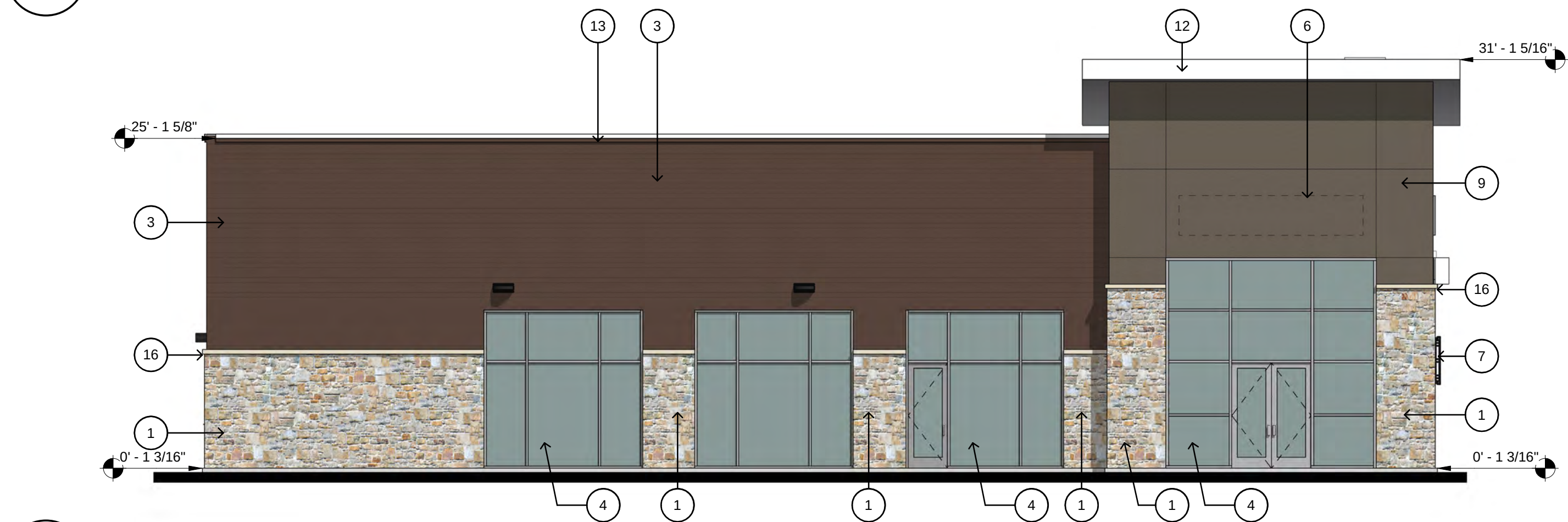
Project #:	14001
Date	04.15.19
Drawn by:	MRT
Checked by:	MRT



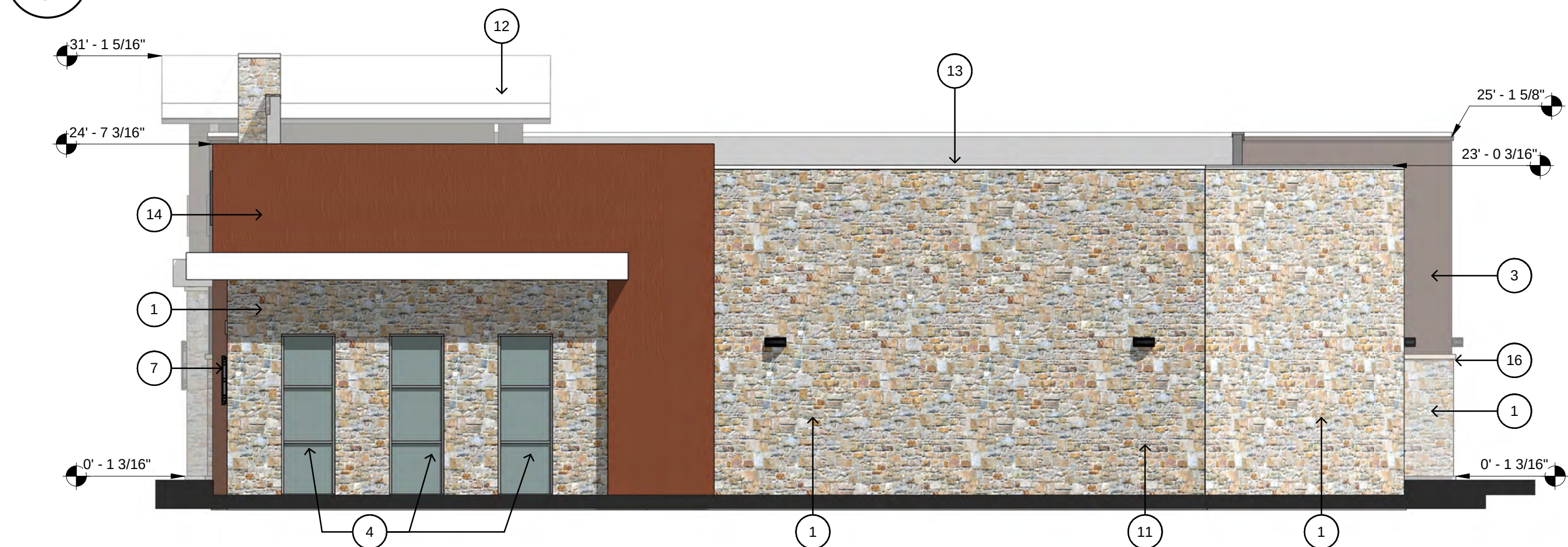
1 BUILDING 4 - EAST
SCALE: 1/8" = 1'-0"



2 BUILDING 4 - WEST
SCALE: 1/8" = 1'-0"



3 BUILDING 4 - SOUTH
SCALE: 1/8" = 1'-0"



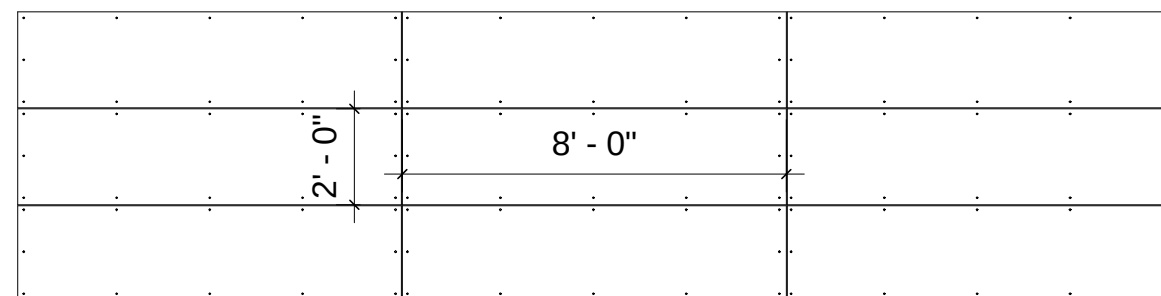
4 BUILDING 4 - NORTH
SCALE: 1/8" = 1'-0"

KEYED NOTES

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- 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

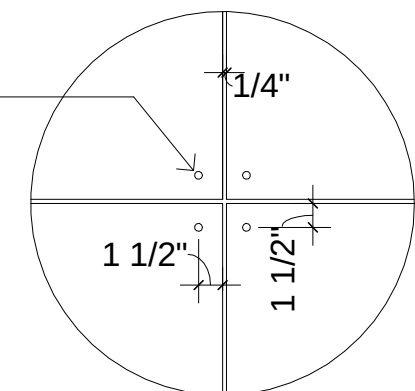
*All numbers within the column are in square feet (SQ. FT.), U.N.O.



PRODEMA PANEL LAYOUT

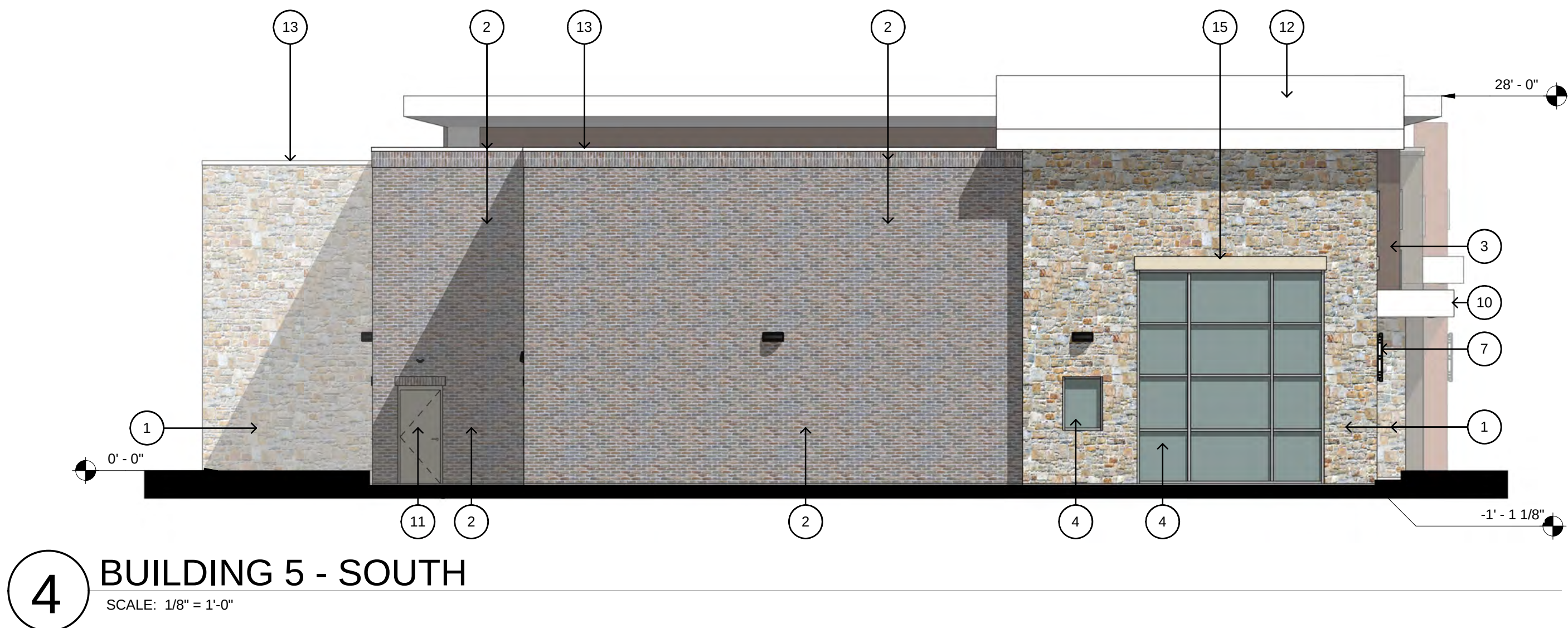
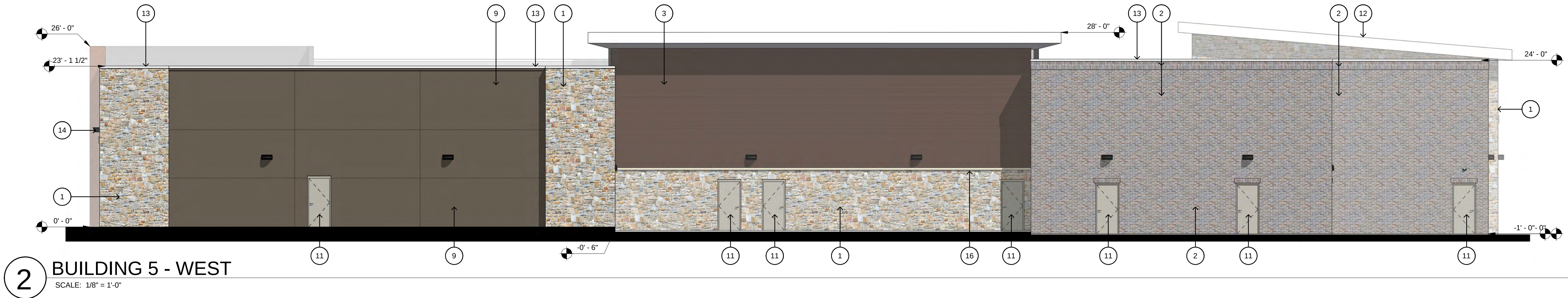
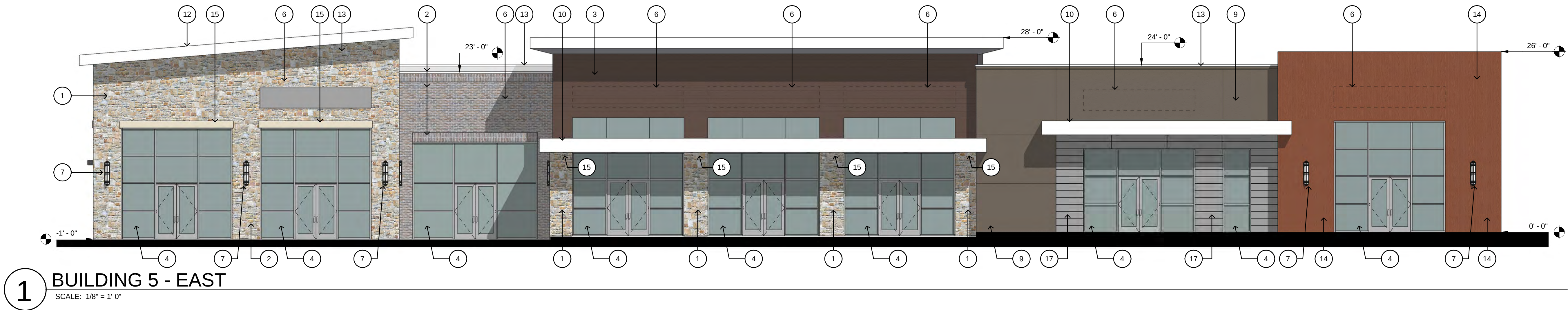
SCALE: 1/4" = 1'-0"

EXPOSED FASTENING
SYSTEM, RIVETS FACTORY
FINISHED TO MATCH PANEL



PRODEMA JOINT DETAIL

SCALE: 1" = 1'-0"

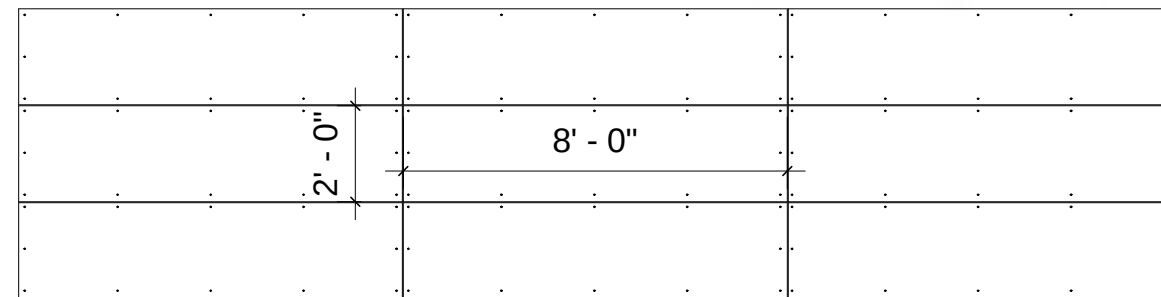


KEYED NOTES

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- 2 BRICK (TRIANGLE BRICK); COLOR: GRAND ISLE.
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BUILDING 5 - RETAIL/RESTAURANT	NORTH*	SOUTH*	EAST*	WEST*
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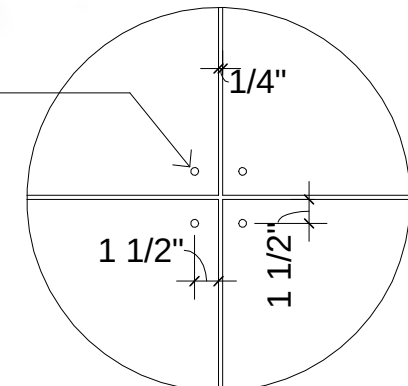
*All numbers within the column are in square feet (SQ. FT.), U.N.O.



PRODEMA PANEL LAYOUT

SCALE: 1/4" = 1'-0"

EXPOSED FASTENING
SYSTEM, RIVETS FACTORY
FINISHED TO MATCH PANEL



PRODEMA JOINT DETAIL

SCALE: 1" = 1'-0"

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

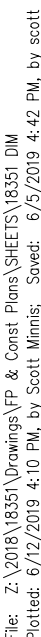
LAKESIDE
— CROSSING —



NO.	REVISION	DATE
4	REVISION 4	04.15.19

Project #: 14001
Date 04.15.19
Drawn by: MRT
Checked by: MRT

A9.2
BUILDING 5
ELEVATIONS -
COLOR



*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

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.
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.



REVIEWED
TOWN OF FLOWER MOUND
 Released for Construction
 Date _____

Town of Flower Mound
Engineering Services

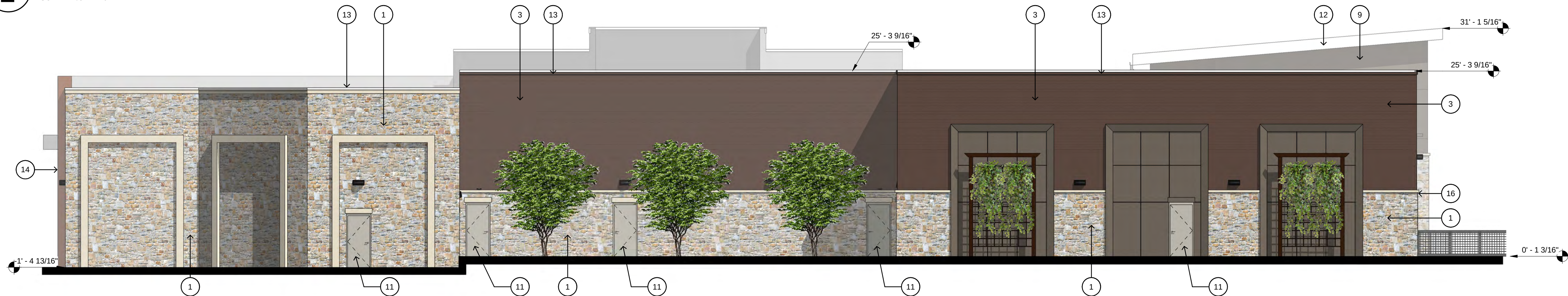
LAKESIDE CROSSING, BUILDINGS 4 & 5 Lots 4 & 5, Block A 3.040 Acres J.N. TANNERHILL SURVEY, ABSTRACT NO. 1252 TOWN OF FLOWER MOUND DENTON COUNTY, TEXAS	SITE PLAN AND DIMENSION CONTROL PLAN	PRELIMINARY PLANS THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. G&A MCADAMS, TBPE: 19762 ROBERT JOHN DOLLAK, 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	The John B. McAdams Company, Inc. (DBA G&A McAdams) 111 Hillside Drive Lewisville, Texas 75057 972.436.3712 201 Country View Drive Roanoke, Texas 76282 940.240.1012 TBPE: 19762 TBPLS: 10194440 www.mcadamsco.com	 
						LAKESIDE CROSSING - BUILDINGS 4 & 5	

18351

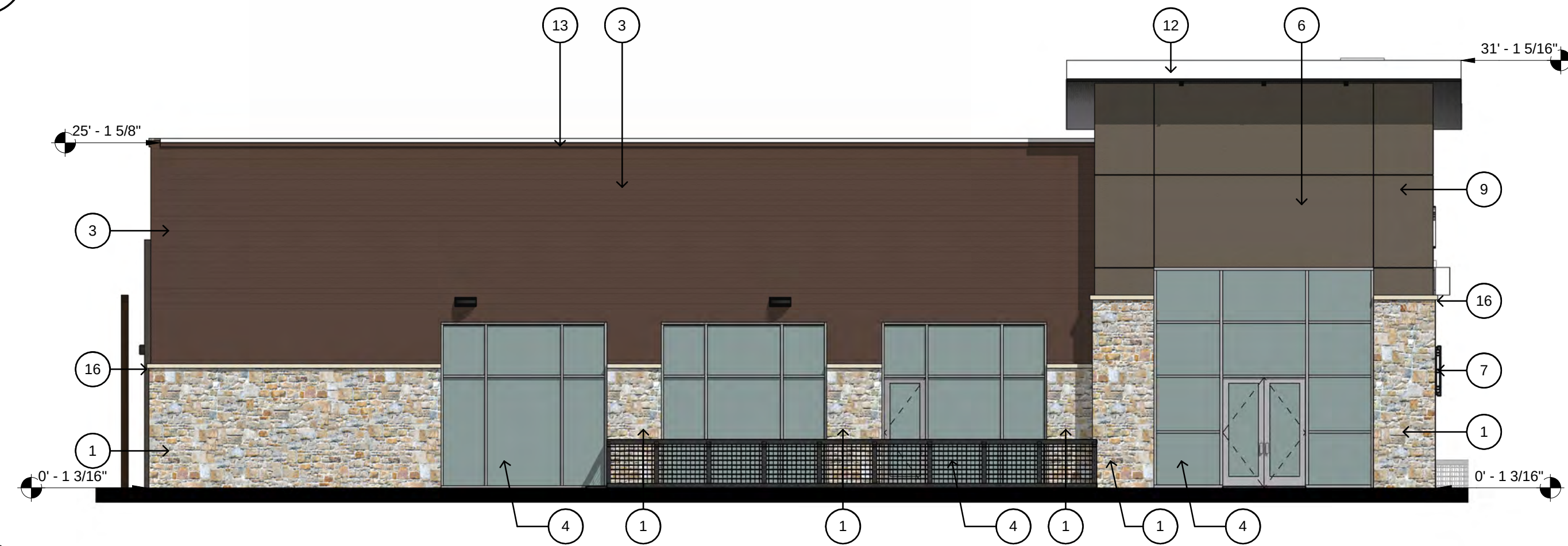
C3



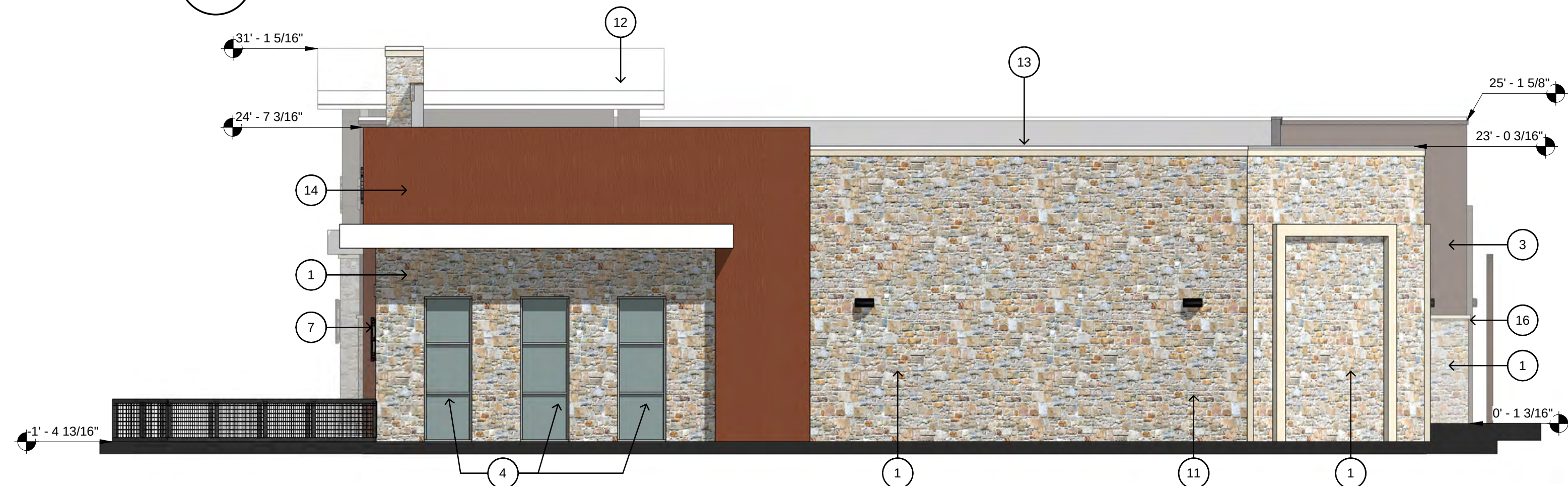
1 BUILDING 4 - EAST
SCALE: 1/8" = 1'-0"



2 BUILDING 4 - WEST
SCALE: 1/8" = 1'-0"



3 BUILDING 4 - SOUTH
SCALE: 1/8" = 1'-0"

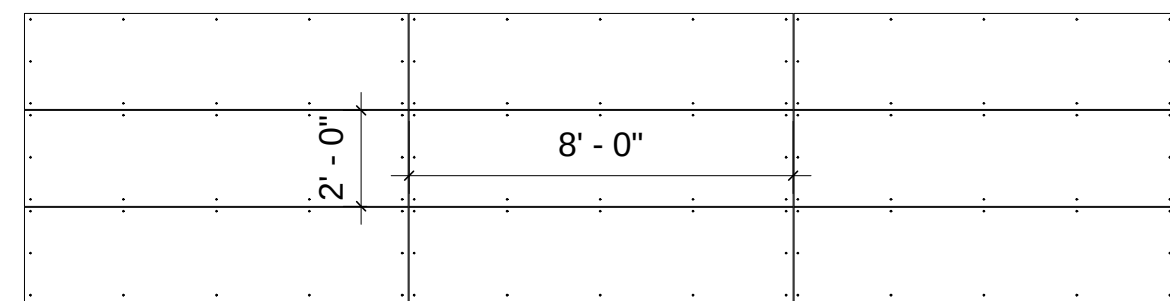


4 BUILDING 4 - NORTH
SCALE: 1/8" = 1'-0"

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.			
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15	DECORATIVE CMU HEAD (HEADWATERS); COLOR: WHITE LIMESTONE.			
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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.			

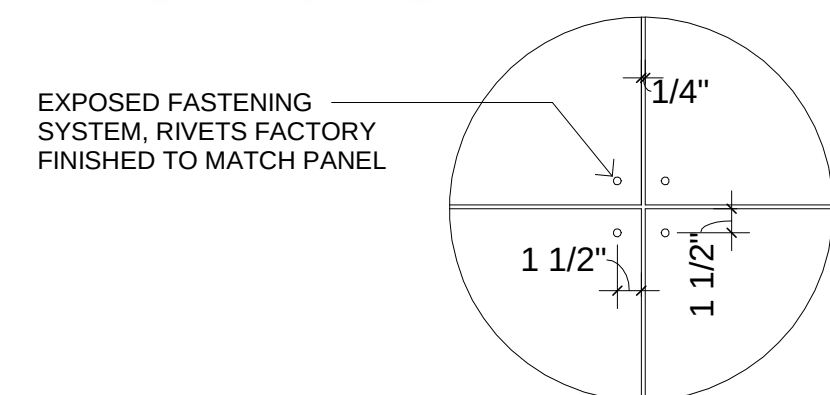
BUILDING 4 - RETAIL/RESTAURANT	NORTH*	SOUTH*	EAST*	WEST*
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*All numbers within the column are in square feet (SQ. FT.), U.N.O.



PRODEMA PANEL LAYOUT

SCALE: 1/4" = 1'-0"

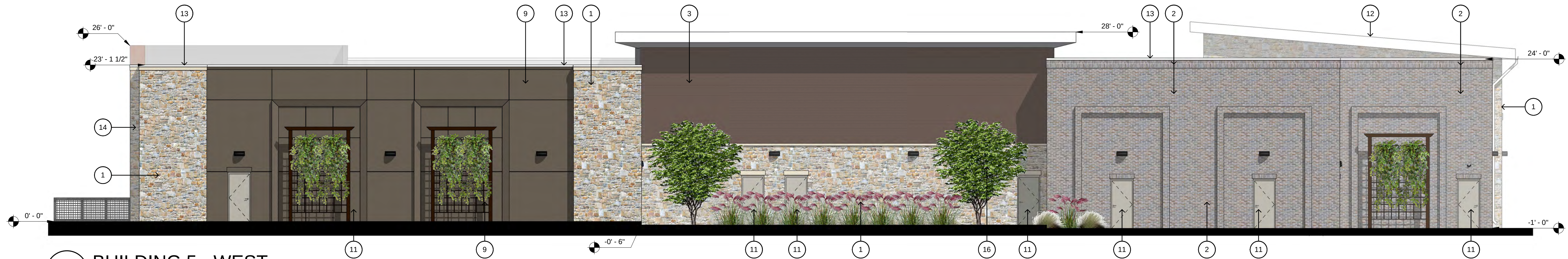


PRODEMA JOINT DETAIL

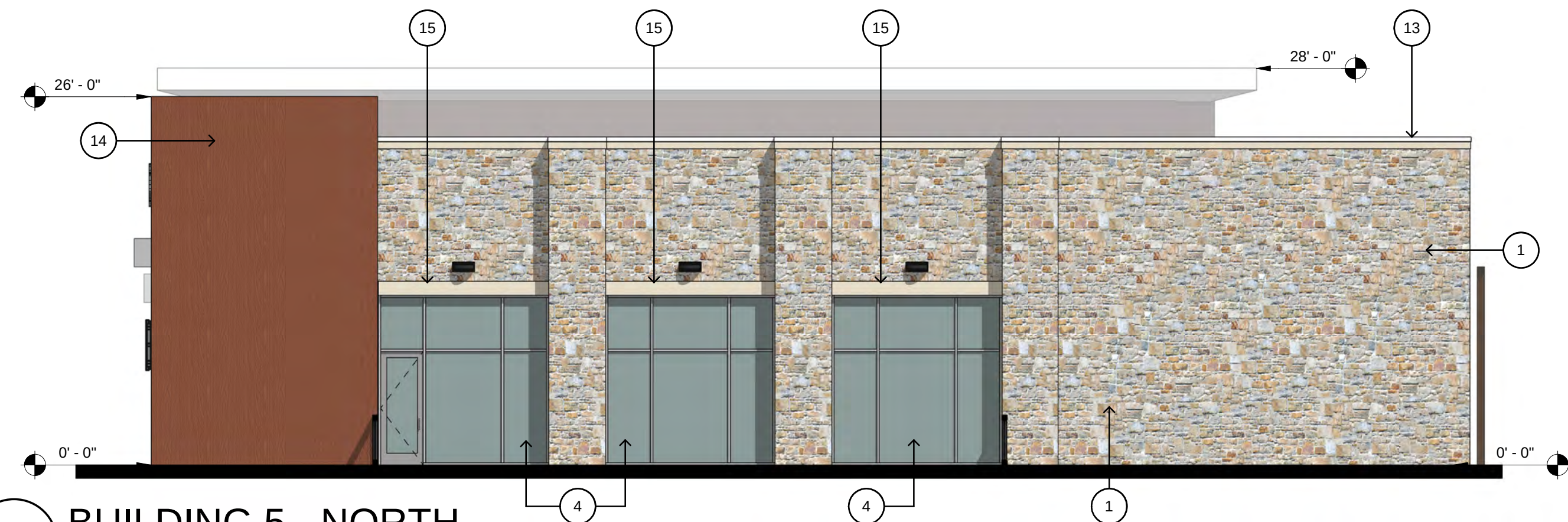
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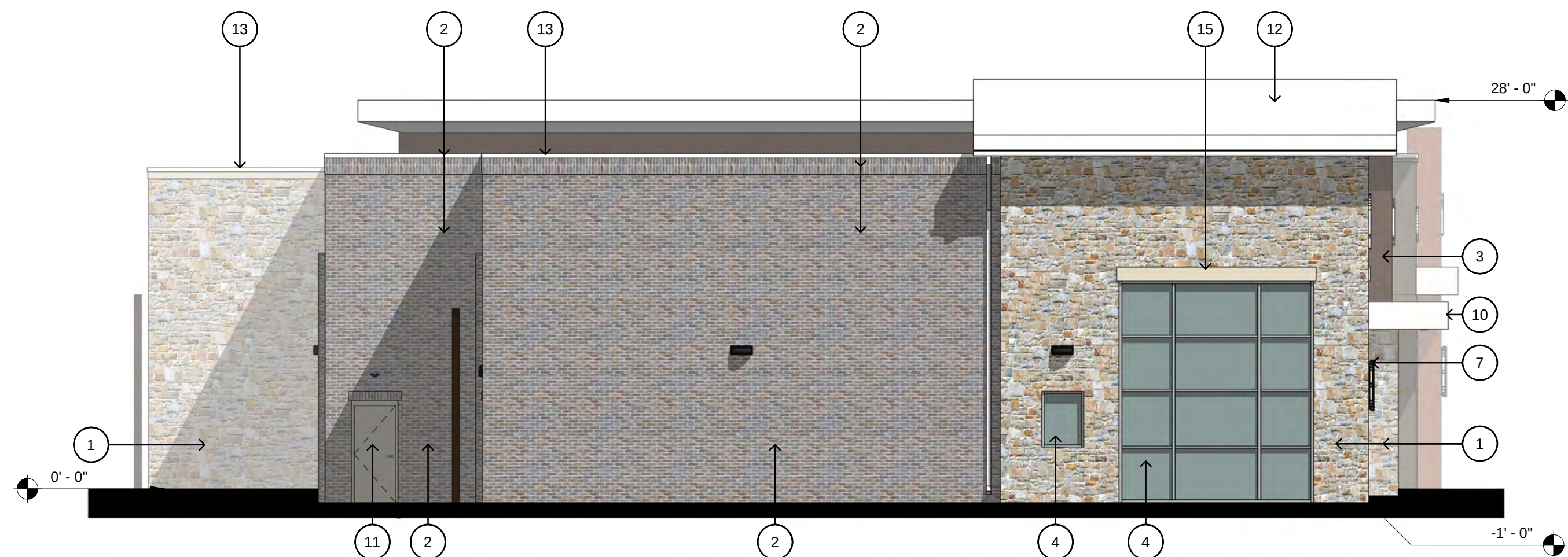
1 BUILDING 5 - EAST
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2 BUILDING 5 - WEST
SCALE: 1/8" = 1'-0"



3 BUILDING 5 - NORTH
SCALE: 1/8" = 1'-0"



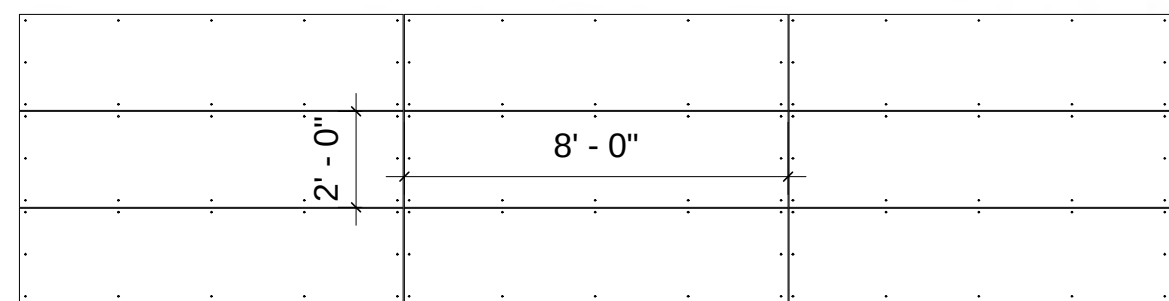
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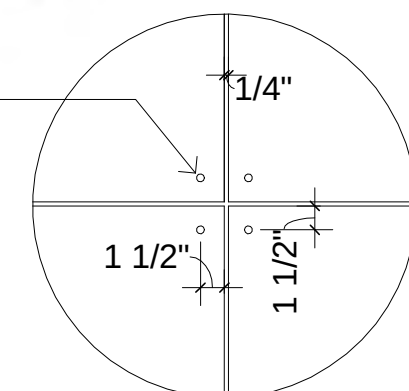
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PRODEMA PANEL LAYOUT
SCALE: 1/4" = 1'-0"

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

Project #: 14001
Date: 04.15.19
Drawn by: MRT
Checked by: MRT

A9.2
BUILDING 5
ELEVATIONS -
COLOR



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MARCUS R. TRIMBLE
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SHOPS AT LAKESIDE CROSSING
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LAKESIDE
— CROSSING —



NO.	REVISION	DATE

Project #:	14001
Date	04.15.19
Drawn by:	MRT
Checked by:	MRT

A9.3
RENDERINGS

Fig. 2. 2019.05.01 (revised) 1/2" = 30' & 1/4" = 100' (Scale) 1/2" = 30' (Scale) 1/4" = 100' (Scale)
Revised: 6/12/2019 4:10 PM by Scott Means, SWE. 6/12/2019 4:42 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	

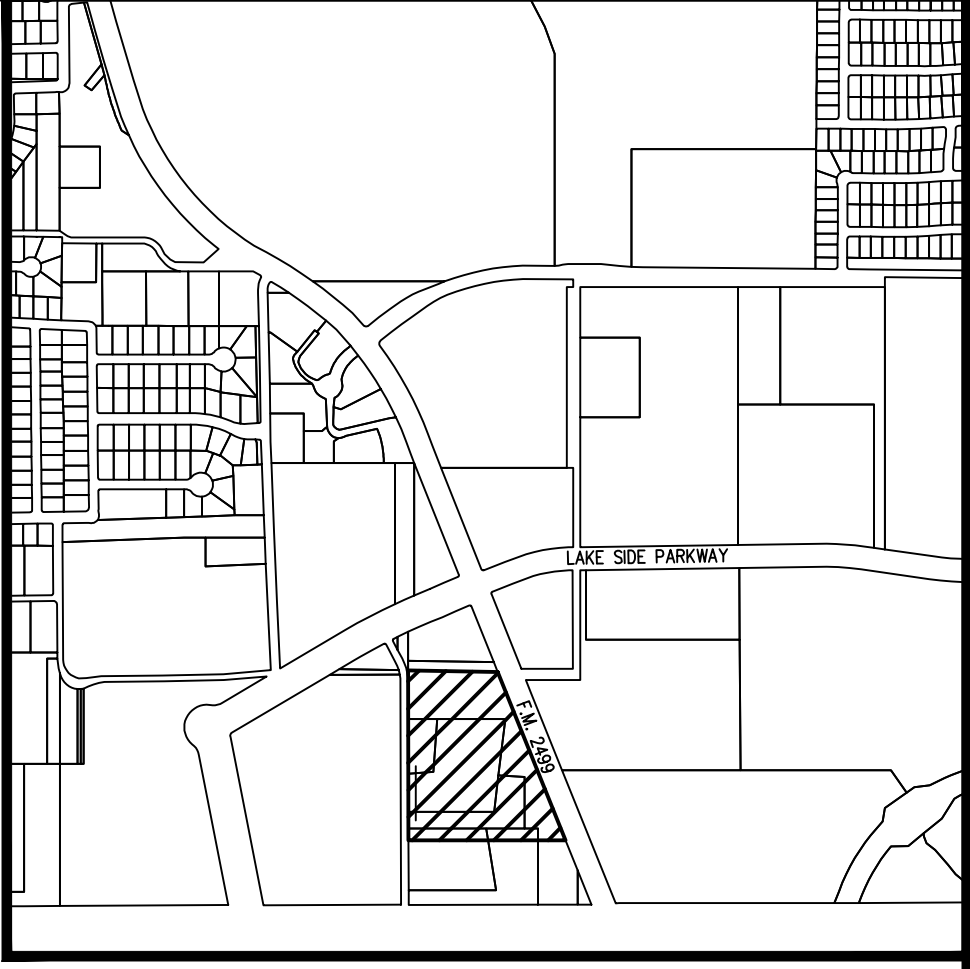
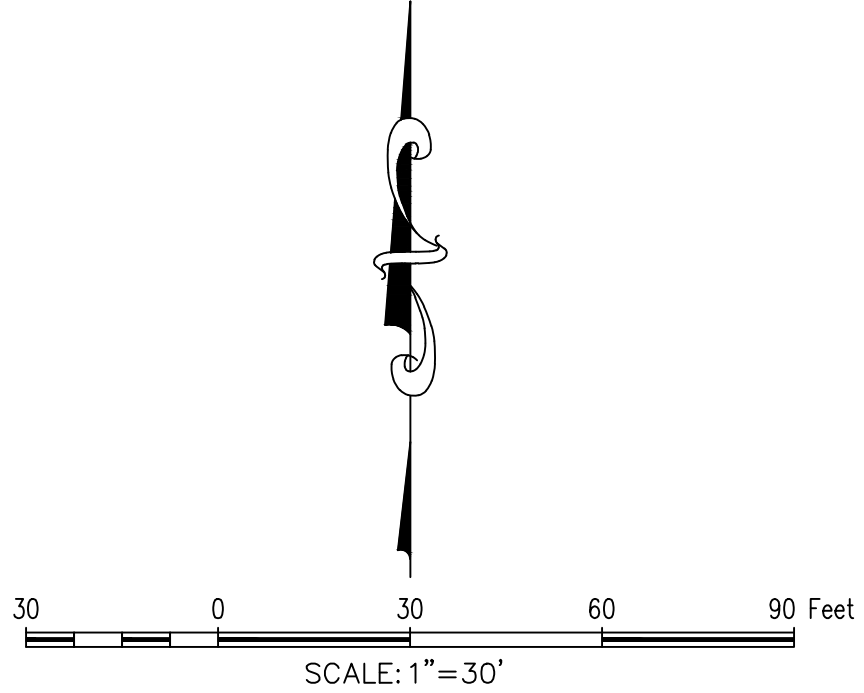
*491 Parking Spaces Provided

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:
- 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.

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____
Town of Flower Mound
Engineering Services

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
972.456.8770 Fax
201 Oakmont 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
JUN. TANNER HILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

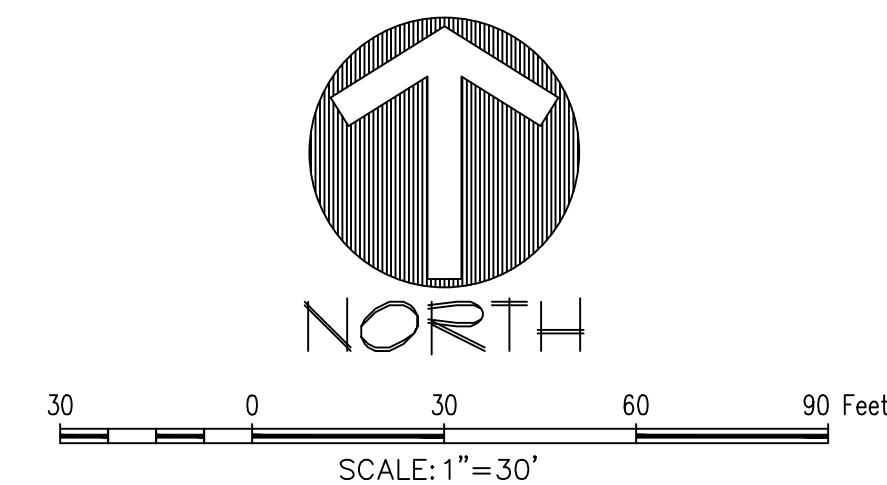
SITE PLAN AND DIMENSION CONTROL PLAN

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. #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



 TYPE (A) STAMPED AND STAINED PATTERN CONCRETE
 PATTERN: COBBLESTONE
 COLOR: BASE - U28 LAMON STONE
 RELEASE - R12 STORM GRAY

 TYPE (B) STAMPED AND STAINED PATTERN CONCRETE
 PATTERN: TETRA STONE
 COLOR: BASE - U20 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 - R22 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
 214.238.3100
COLLIERGROUPTX.COM

Lot 4 & 5, Block A
3,040 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT 10,
TOWN OF FLOWER MOORE, RANGE 14N,
EAST 10E, SECTION 36, T14N, R10E,
DENTON COUNTY, TEXAS

HARDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT, P.C.
DATED 6/12/2019

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PINSON
2826
STATE OF TEXAS

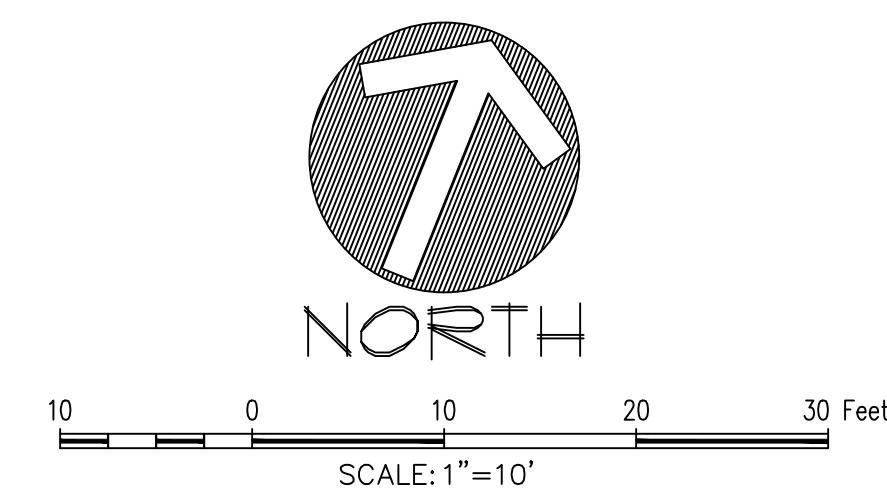
2826

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

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 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 - U08 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 ILLINOIS AVE
AURORA, IL 60006
800.282.3388
www.butterfieldcolor.com

• ALAMO STONE
DIANE COLLIER GROUP
714.239.3100
COLLIERGROUP@TX.COM

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLAZA AREA HARDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
PURPOSED LANDSCAPE ARCHITECT
JAMESON P. PINSON
DATED 6/12/2019

2876

2826

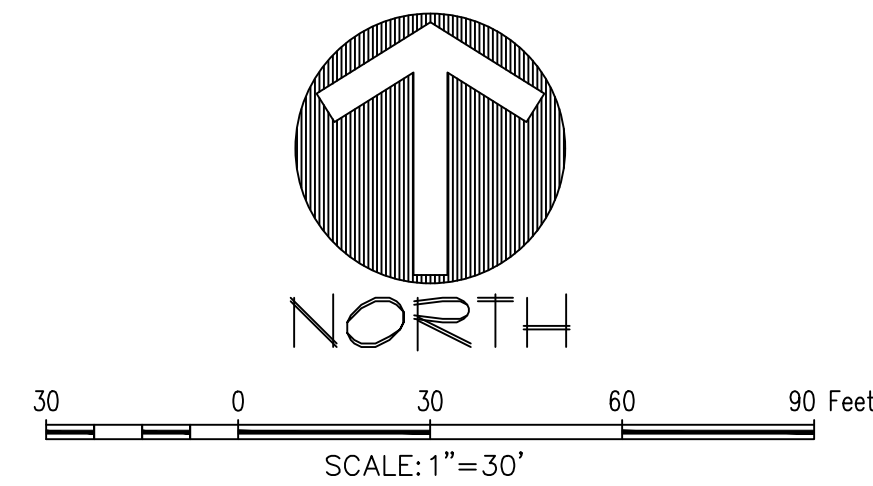
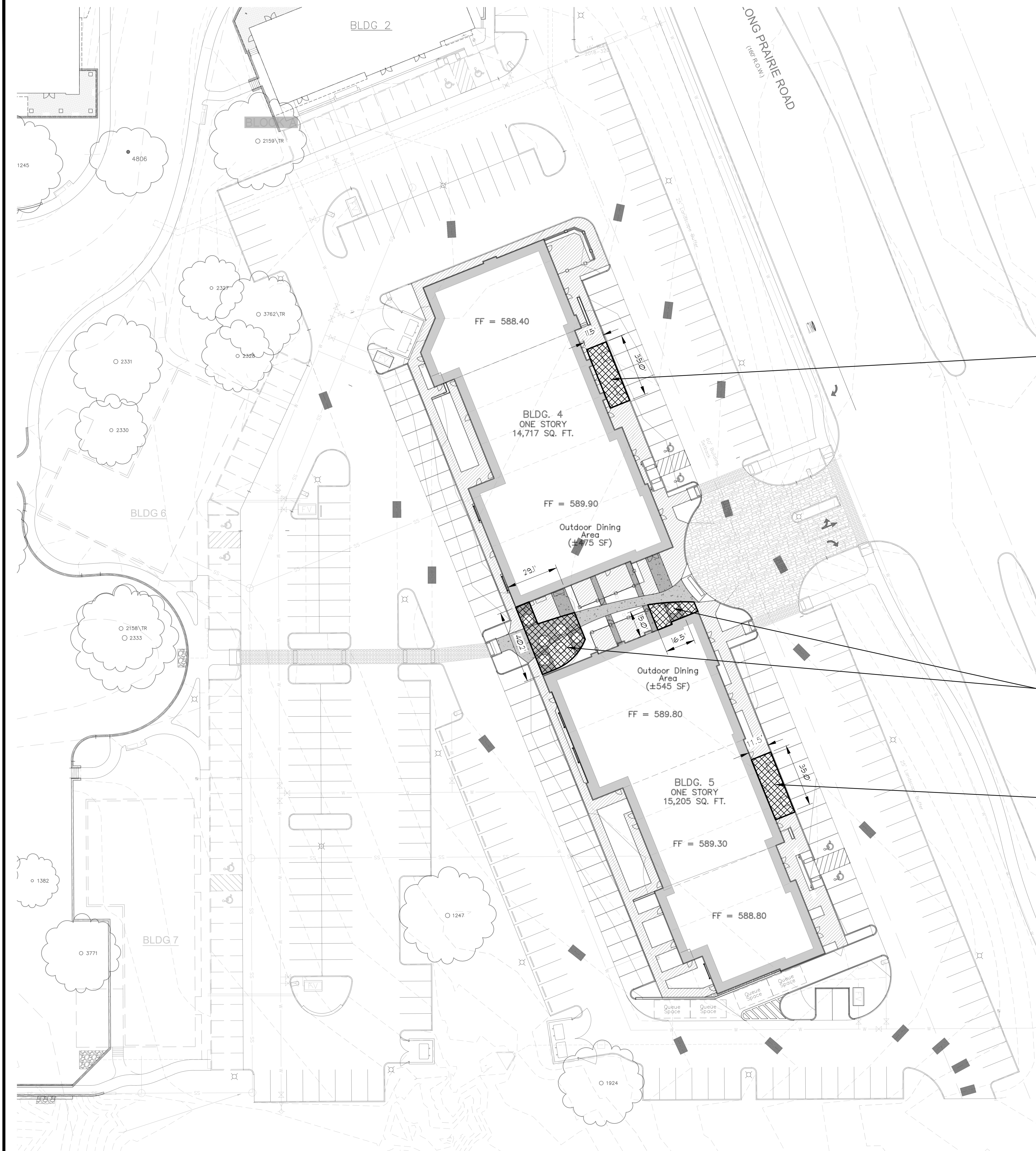
STATE OF TEXAS

Drawn By: MH
Date: 01/07/2019
Scale: 1"=10'
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

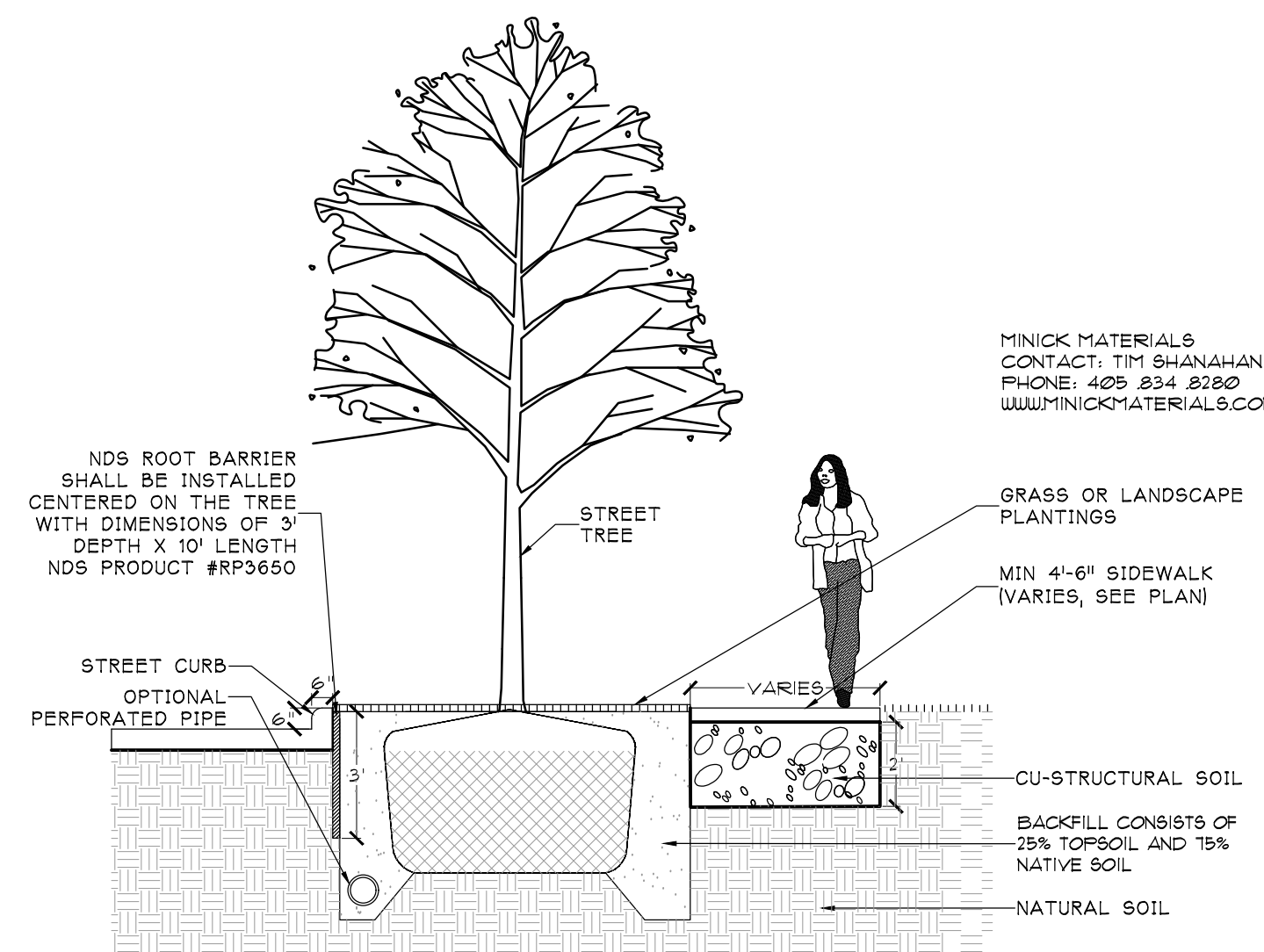
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LEGEND

CU-STRUCTURAL SOIL
REF. SHEET 12, DETAIL 1

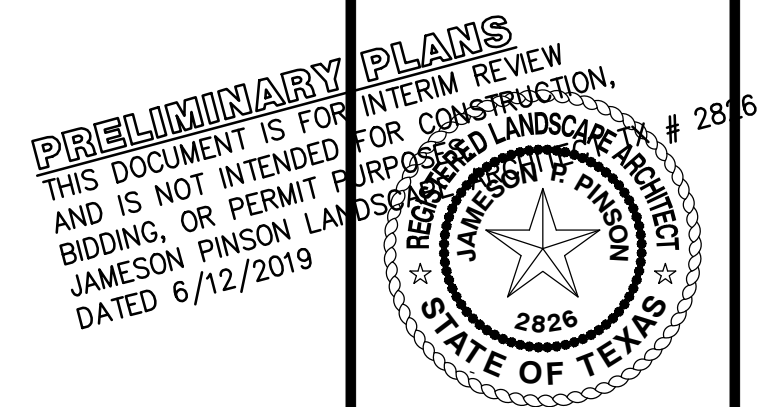
MINICK MATERIALS
CONTACT: TIM SHANAHAN
PHONE: 409.834.8280
WWW.MINICKMATERIALS.COM



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 propionate-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/>



Drawn By: MH
Date: 01/07/2019
Scale: 1"=30'
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03/13/2019
04/15/2019
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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

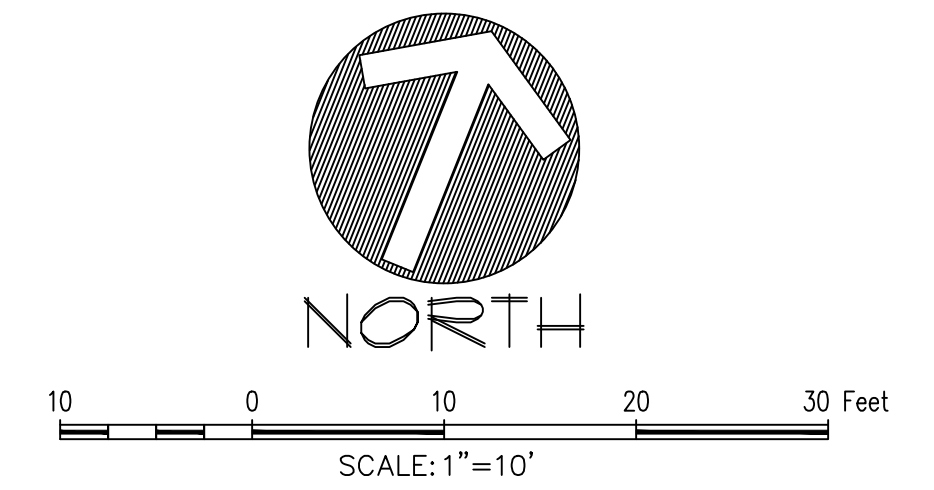
TOWN OF FLOWER MOUND

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
201 Commerce Center
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 0104440
www.mcadamsco.com



PATIO OVERHEAD STRINGER LIGHTS
REF. L4.I, DETAILS 2-4

TREE UP-LIGHT
REF. L4.I, DETAIL 1



J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLAZA LIGHTING PLAN

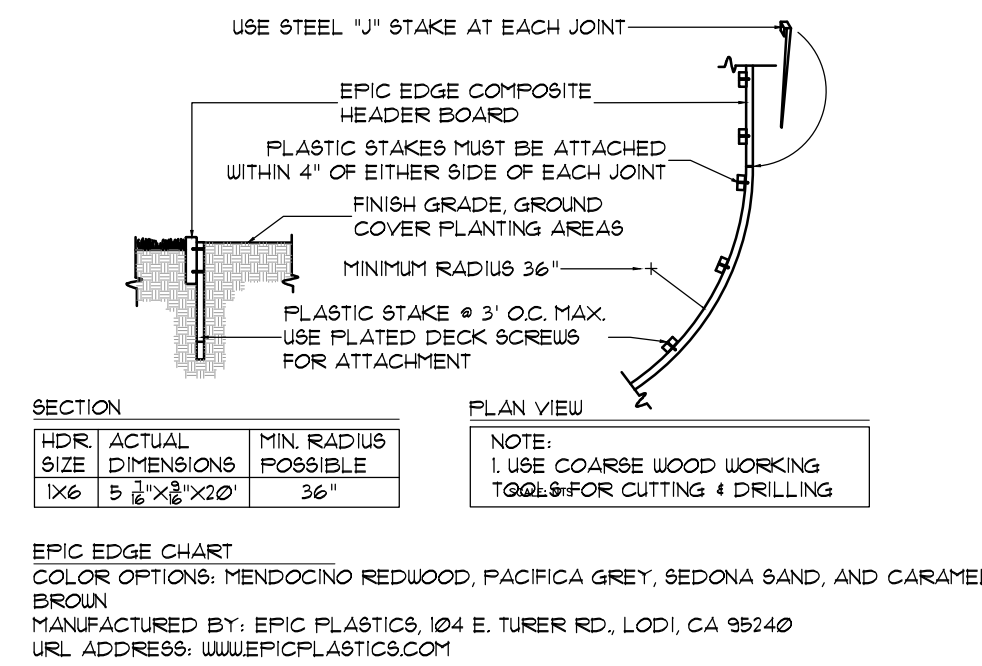
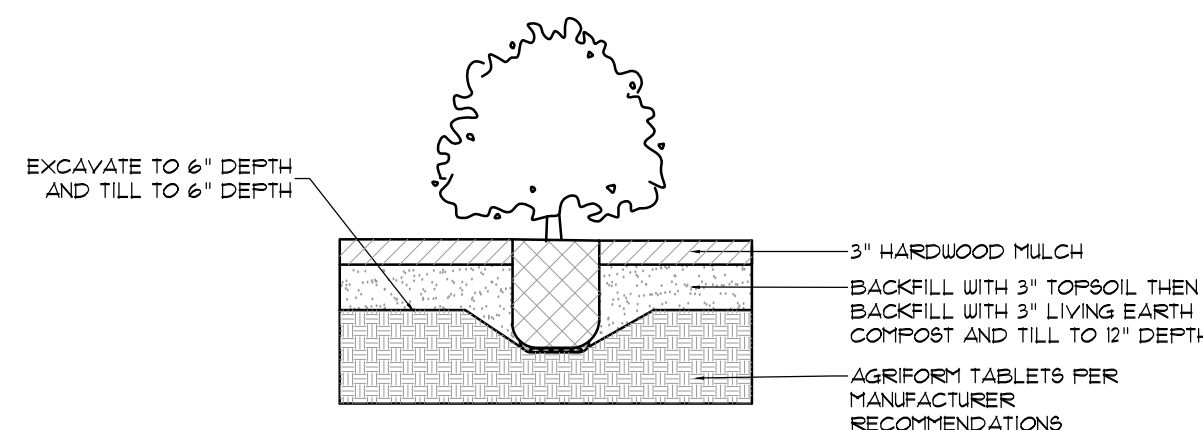
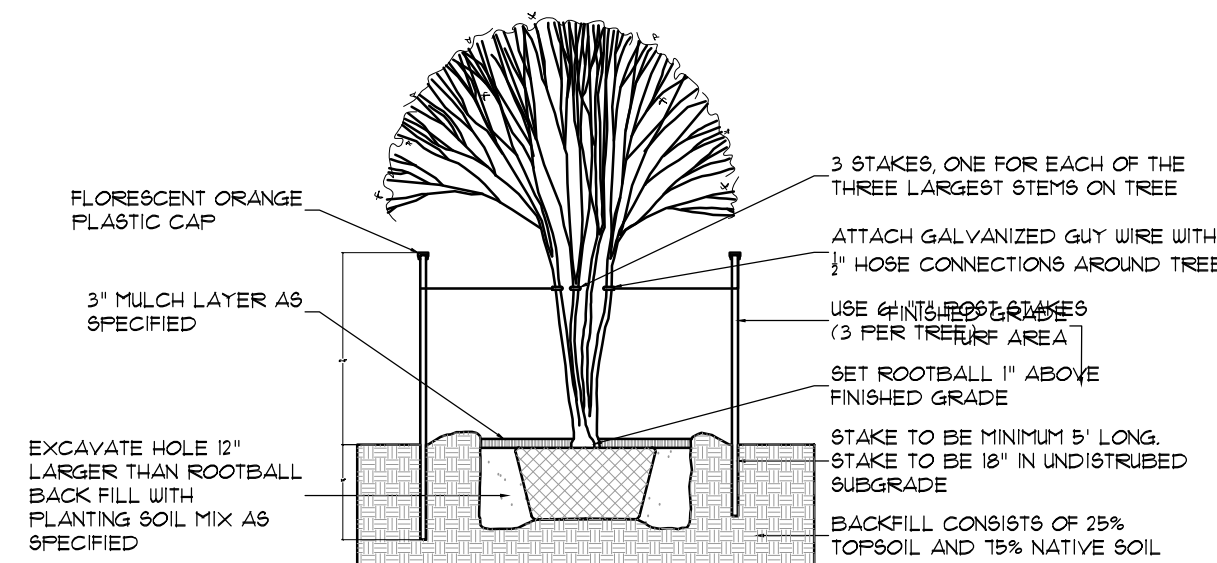
PRELIMINARY PLANS
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AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 6/12/2019

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. PINSON
2826
2826

8351

3.0

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-802-0578
Contact: MR. TROY LEWIS



4. EPIC EDGE COMPOSITE HEADER BOARD

ANOVA.

711 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

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

☒ SELECT DESIRED COLOR:

☐ BLACK	☐ ORANGE
☐ BLUE	☐ PURPLE
☒ BRONZE	☐ RED
☐ BROWN	☐ SAGE
☐ BURGUNDY	☐ SILVER
☐ CAMEL	☐ TEAL
☐ CHARCOAL	☐ VANILLA
☐ EVERGREEN	☐ WHITE
☐ GRAY	☐ YELLOW
☐ NAVY	

FINISH: TOPCOAT™ PATENTED HIGH-GLOSS FINISH RESISTS
UV DETERIORATION, MILDEW, STAINING AND FADING.
FUSIONGUARD® PRIMER IS APPLIED TO ALL THE UNDER
SUPPORTS

MATERIAL:
SEAT: 10-GAUGE STEEL WITH 5" WIDE SLOT PATTERN.
ARMRESTS & LEGS: STEEL

THE BENCH REQUIRES SOME ASSEMBLY. STAINLESS STEEL ASSEMBLY HARDWARE IS INCLUDED.

7 YEAR COMPREHENSIVE WARRANTY

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADDetails.com/info
REFERENCE NUMBER 928-276.

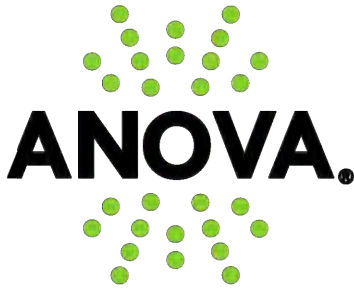
6' EXPOSITION CONTOUR BENCH
MODEL: LEXC6

928-276

REVISION DATE: 10/30/2018

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www.CADDetails.com



ANOVA
211 NORTH LINDBERGH, 2ND FLOOR
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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 FOR MORE OPTIONS

BRUSHED BRONZE

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

FINISH: FADE RESISTANT, POWDER COATED STEEL IS PROTECTED BY A STATE-OF-THE-ART PRIMER PROVEN TO PREVENT RUSTING.

MATERIAL: HEAVY-DUTY, 25\"/>

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 WORKSMANSHIP. 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. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 928-613

EXPOSITION COLLECTION

LEK33 - EXPOSITION 33 GALLON 33 GALLON SIDE DOOR RECEPTACLE WITH BONNET TOP

928-613

REVISION DATE: 11/28/2018

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7. TRASH RECEPTACLE

HARDSCAPE & LANDSCAPE DETAILS




LAKESIDE CROSSING, BUILDINGS 4 & 5
www.mcadamisco.com

Drawn By: MH
Date: 01/07/2019
Scale:
Revisions:
03/13/2019
04/15/2019
05/20/2019
06/12/2019

18351

(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 fixture 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
GEM	4 5500K Cool White (GEMV/5500) 5 3000K Warm White (GEMV/3000) 6 4500K Neutral White (GEMV/4500)	1 Up Shield (S164) 2 Down Shield (S165) 3 Tube Shield (S166) 4 Short Tube Shield (S165)	3 Low Profile Tree Base (GEPTB2) 0 None (Mounting accessories ordered separately)	5 Diffuse Reduced Glare Spot Lens (PLSD340N) 8 Diffuse Reduced Glare Dome Lens (LEDGM120DOME)	2 Black 3 OD Green 4 White 5 Special

Accessories (Order as separate line items)

BBP3-120-CL 120V Surge Protector	TLHB0808CH Digital Timer
BT10-CL Tree Base with Ground Lug	PLJ163 16 Gauge 3 Strand Lead Wire
BO3 3" Round 3 Hole Cover	
BT10-CL 10" Tree Base with 1/2" Strip	
TLBBB Brass Junction Box	
LB08 3/8" x 1/2" Mounting Base	
LEDMF0120LENS Green Glass Lens Filter (each)	

NOTES:
1 Custom RAL color matching is available. Contact your Techlight site 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

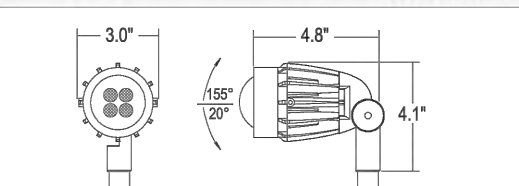
Type

120V Simple-LED™ System
GEM SERIES

Patent: D0648056



Figure shown with S165 Down Shield



Series	Housing Height	Length & Width
GEM	4.1"	4.8" x 3.0"

Example: GEM-4-2-3-8-3

1. TREE UP-LIGHT NTS



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

Catenary Cable

Multi-purpose cable with cable locks for quick, reliable support up to 330 pounds of load and spans up to 110 feet. Order catenary wire in kits, which include the cable locks for each end or in bulk (500ft roll and cable locks in 4-packs).

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

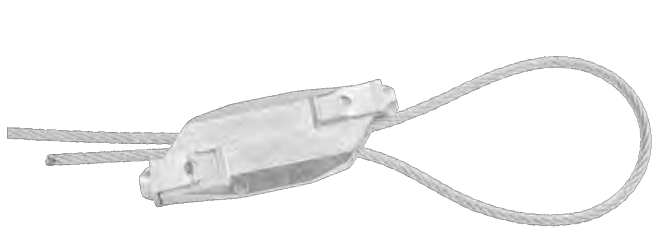
Ordering Information

LS-CABLE-60	60ft Catenary Cable Kit
LS-CABLE-110	110ft Catenary Cable Kit
LS-CABLE-500	500ft Catenary Cable Bulk Roll
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

LINEAR LIGHTING / DECORATIVE LIGHT STRING / CATENARY CABLE

189

TRULUX LIGHTING SYSTEMS

TASK LIGHTING

DOWNLIGHTING

DECORATIVE LIGHT STRING

CATENARY CABLE

ARCHITECTURAL LIGHTING

POWER SUPPLIES

4. CATENARY CABLE NTS



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

Photo area for representative purposes and not for display within actual setting. Lenses sold separately



ETLS-MS-BK

AMERICAN LIGHTING

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VERIFIED

2. PATIO OVERHEAD STRINGER LIGHTS NTS

3. STANDARD LED BULB NTS



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



S14-LED-WH/WW

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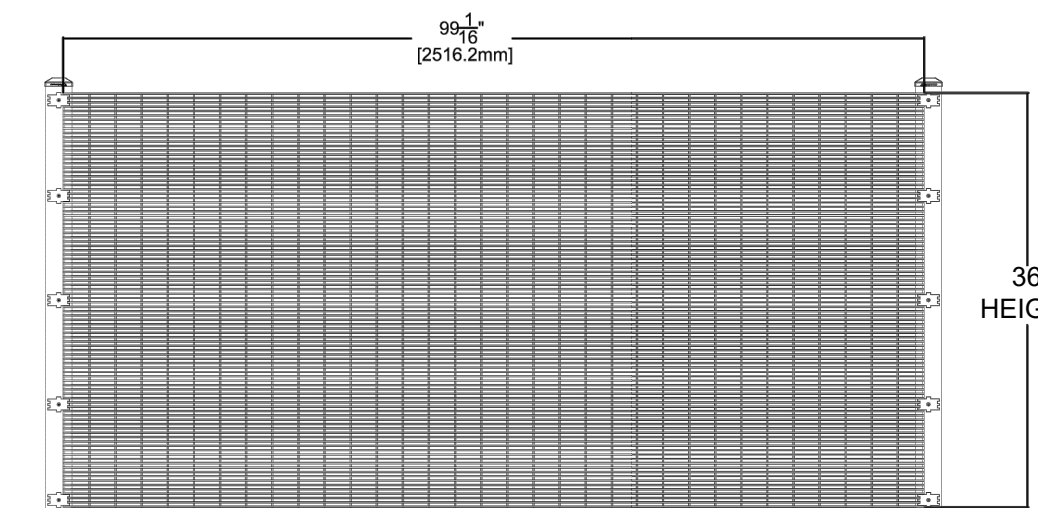
VERIFIED

OMEGA MAX PANELS MOUNTED ON SQUARE POSTS (HEIGHT 3' H)

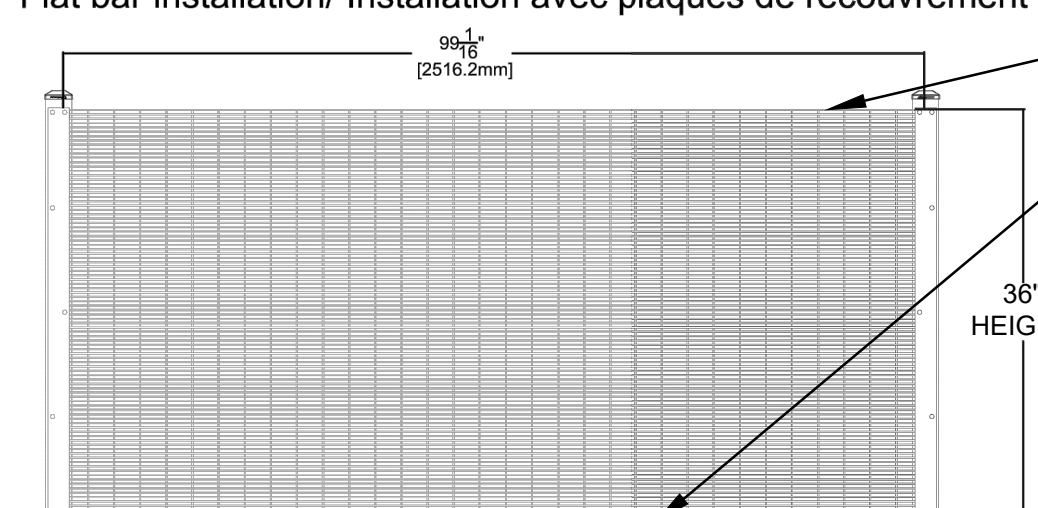
Panneaux OMEGA MAX sur poteaux carrés (grandeur 3' H)

Panel / Panneau 3'

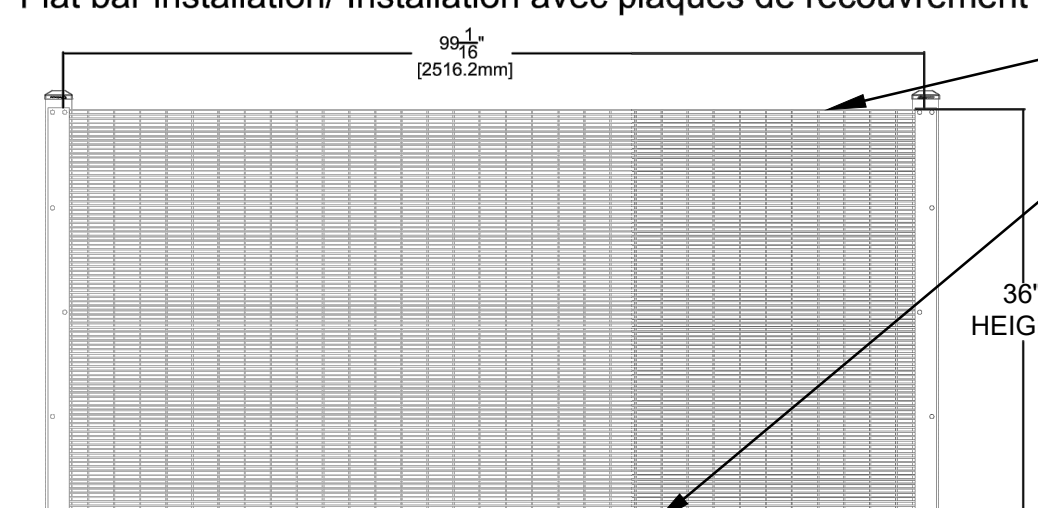
Bracket support installation/ Installation avec attaches



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

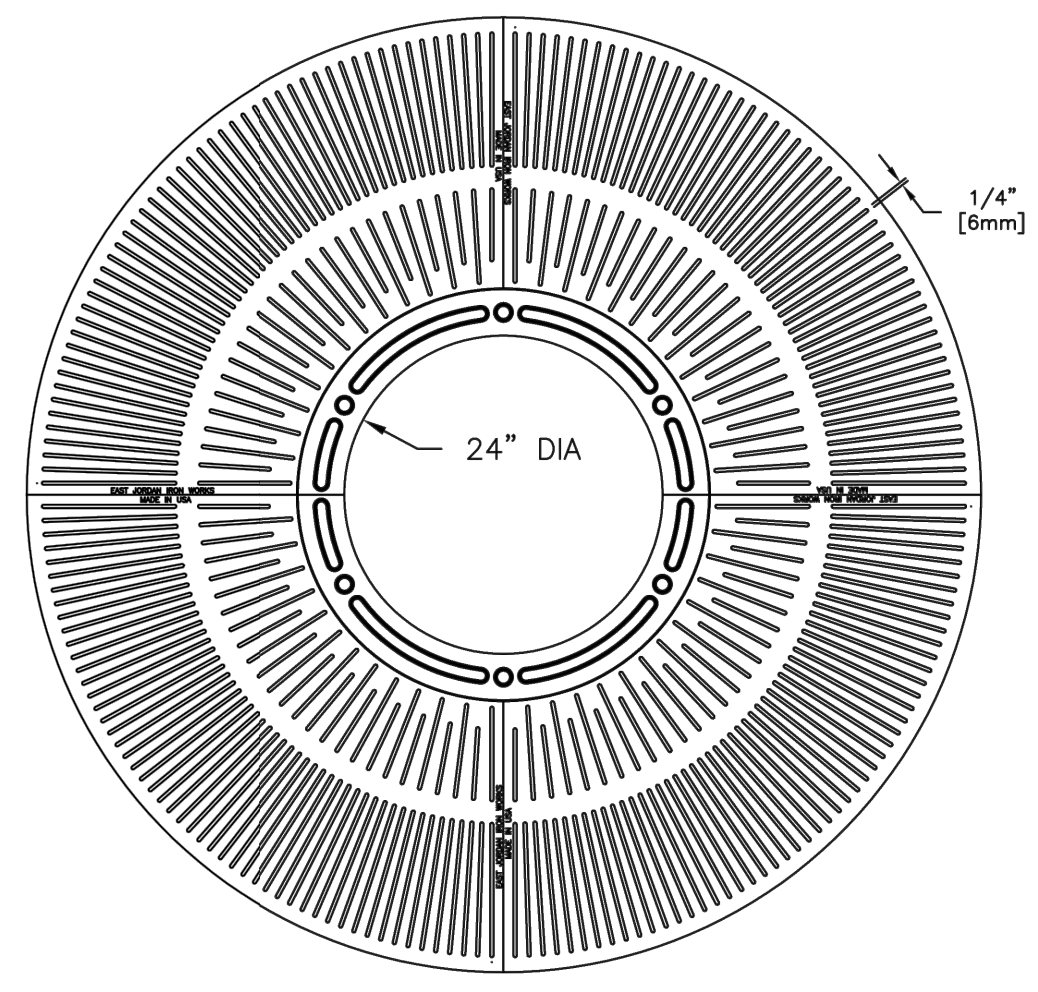
REVISION 01

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON FINSON 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

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

5. 6' ROUND TREE GRATES NTS



GRATE PLAN VIEW

72" DIA

24" DIA

30" DIA

21"

GRATE SECTION VIEW

1 1/2"

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.

EJ IW EAST JORDAN
IRON WORKS EST. 1893
800-626-4653
www.ejiw.com
MADE IN USA

PRODUCT NUMBER
00867803

CATALOG NUMBER
8678

ADA
TREE GRATE SET

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

6. 36" PATIO OMEGA MAX FENCE NTS

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A

3.04 Acres

in the

J.N. TANNERHILL SURVEY, ABSTRACT NO. 1252

TOWN OF FLOWER MOUND

DENTON COUNTY, TEXAS

McADAMS

McAdams & Co.

111 Hillside Drive

Lewisville, Texas 75057

972-406-8770

201 Oakmead Road

Roanoke, Texas 76262

940-240-1012

TBP# 19762 TBP# 10194440

www.mcadamsco.com

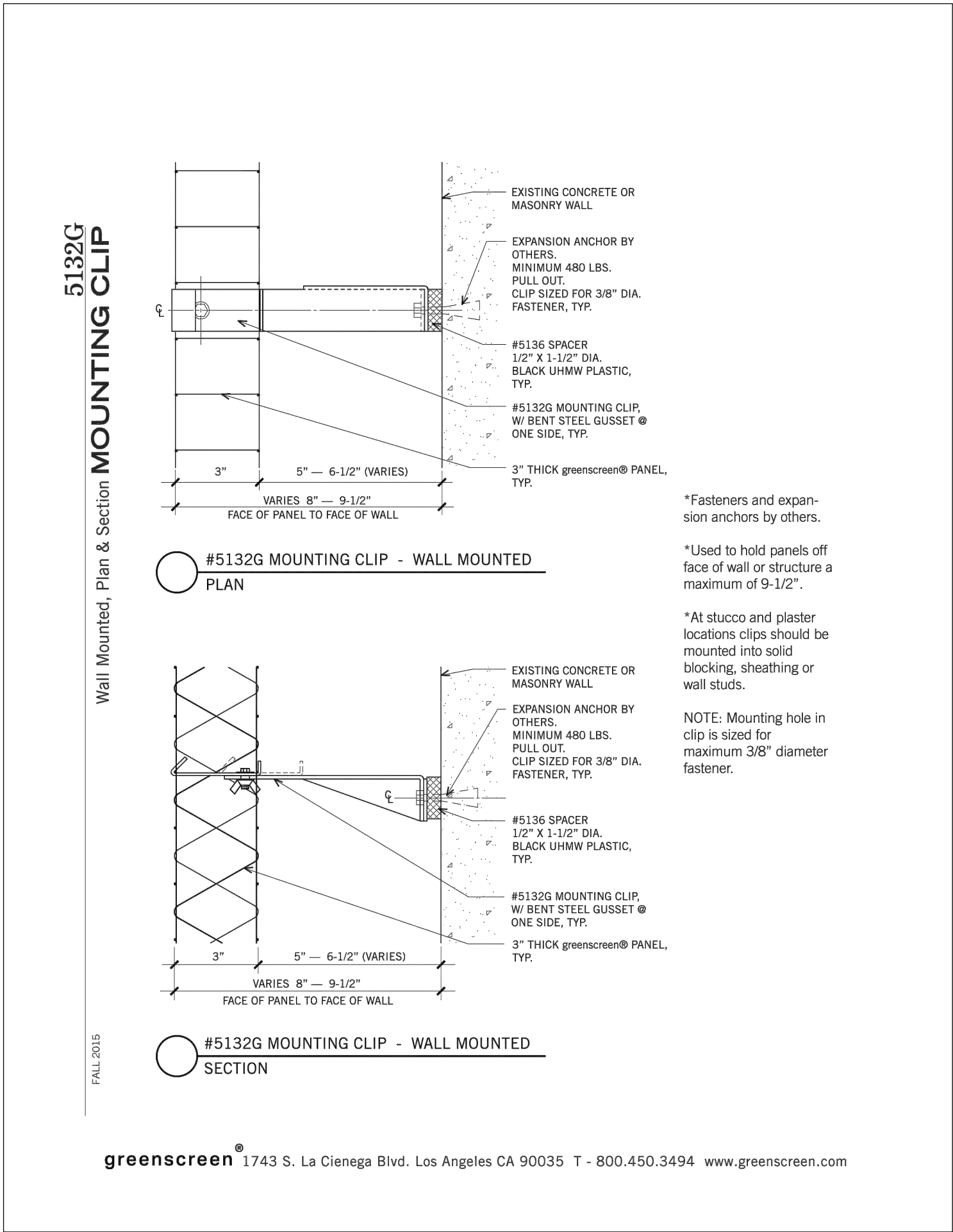
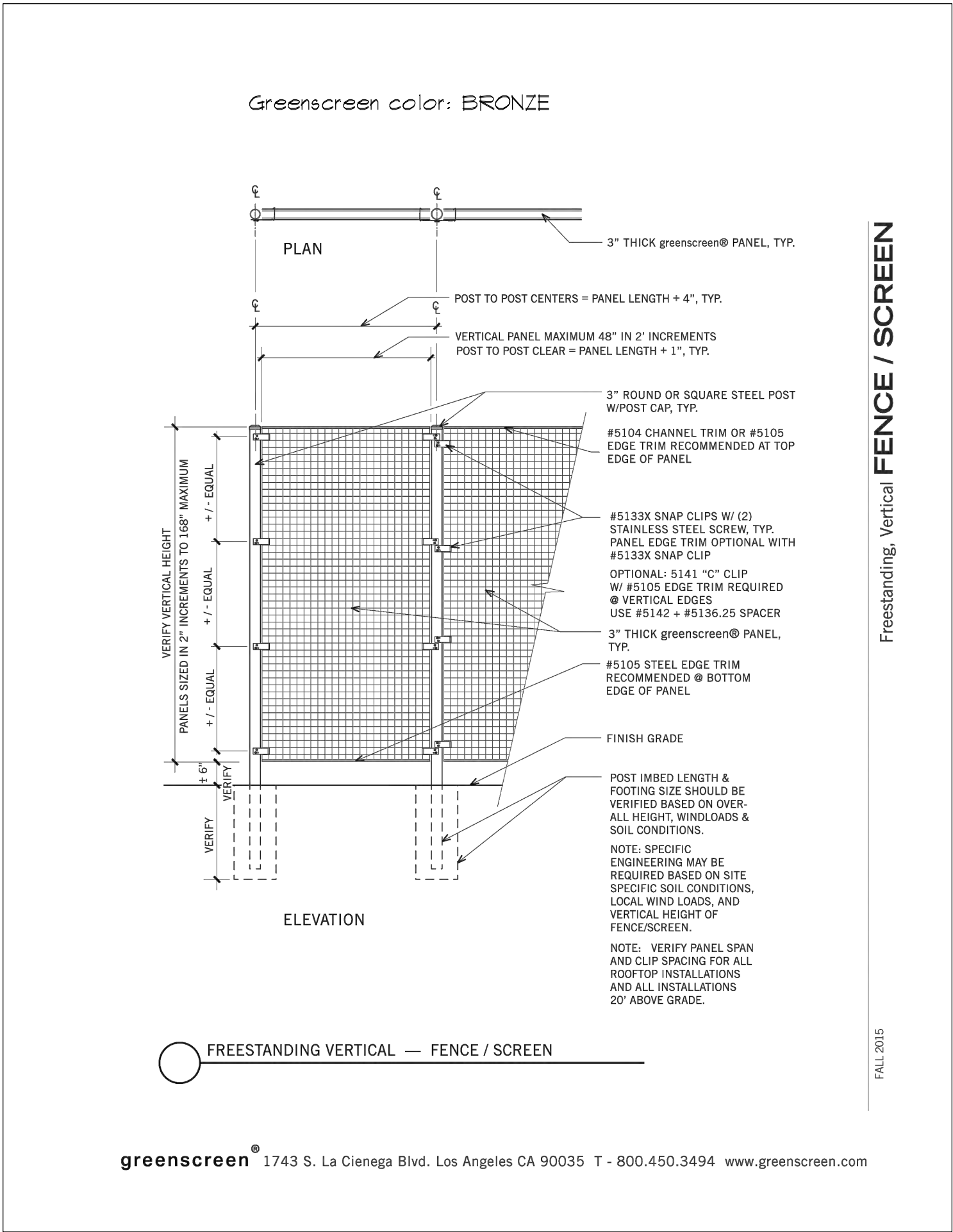
LAKESIDE CROSSING, BUILDINGS 4 & 5

HARDSCAPE & LANDSCAPE DETAILS

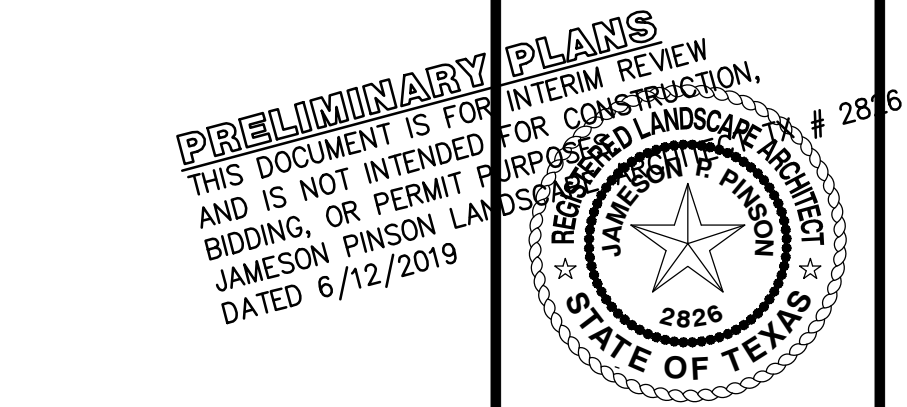
18351

L4.1

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
JUN. TANNERHILL 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
817-436-8770
291 Oakmont Road
Roanoke, Texas 76262
940-240-1012
TBPE: 19762 TBPLS: 0184440
www.mcadamsco.com



1 BUILDINGS 4&5 FRONT ELEVATIONS

SCALE: 1 : 160



2 BUILDING 5 - EAST

SCALE: 1/8" = 1'-0"



2 BUILDING 4 - EAST

SCALE: 1/8" = 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

LAKE SIDE — CROSSING —



NO.	REVISION	DATE

Project #:	14001
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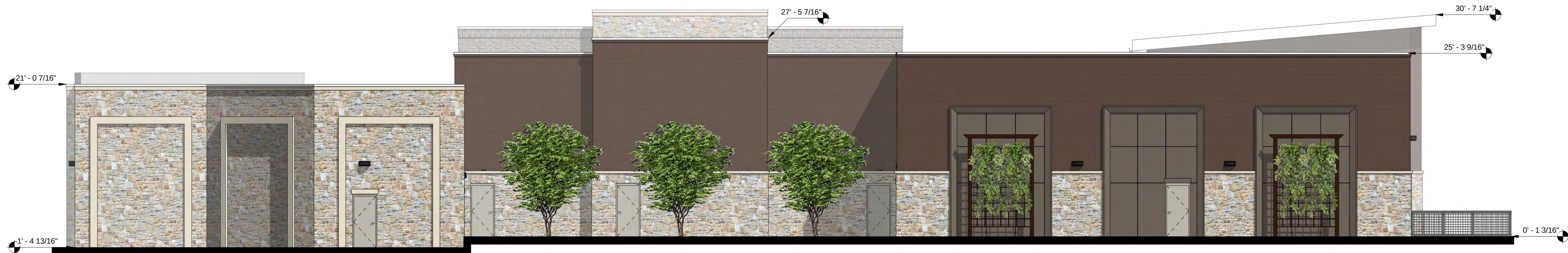
Date	04.15.19
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Drawn by: MRT

A9.5



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"

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

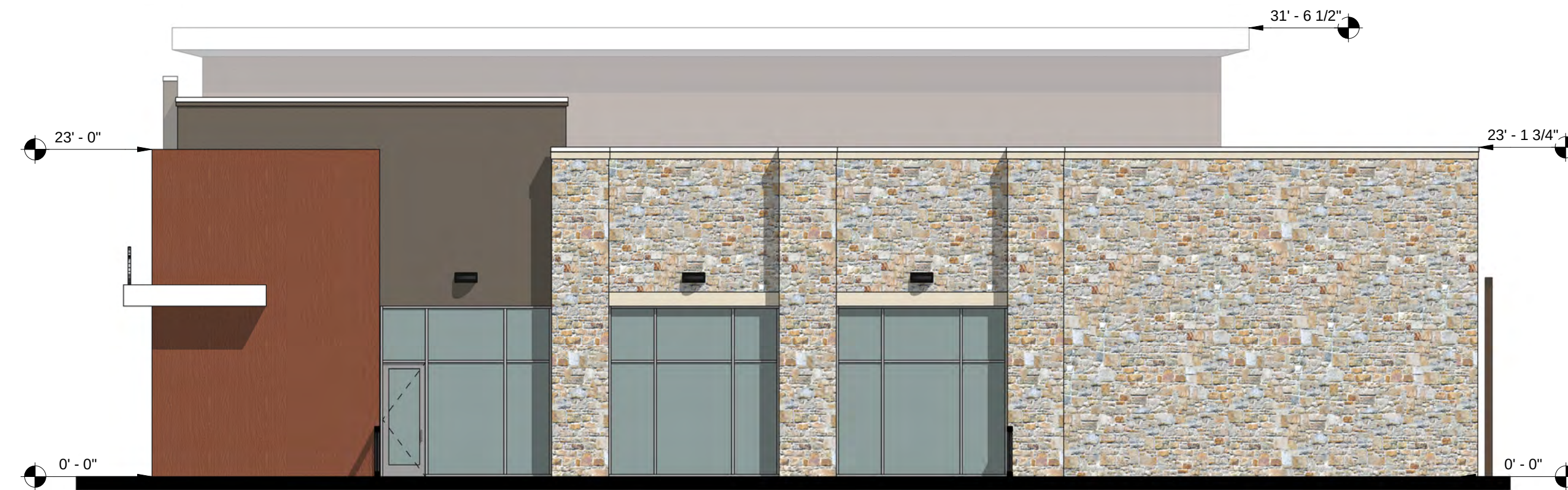
Project #:	14001
Date	04.15.19
Drawn by:	MRT
Checked by:	MRT

A9.1
BUILDING 4
ELEVATIONS -
COLOR

SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

SHOPS AT LAKESIDE CROSSING

Flower Mound, Texas

LAKE SIDE — CROSSING —



A9.2

BUILDING 5
ELEVATIONS -
COLOR



TOWN COUNCIL AGENDA ITEM NO. 24

REGULAR ITEM

DATE: July 15, 2019

FROM: Debra Wallace, Deputy Town Manager/CFO

ITEM: 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.

BACKGROUND INFORMATION: The Financial Services staff and Hilltop Securities, the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the potential issuance of Certificates of Obligation, Series 2019, ("the Certificates").

In order to efficiently complete the sale, the attached ordinance establishes the following parameters, giving the Town Manager and Deputy Town Manager/CFO the authority to approve all necessary documents and finalize the sale. The authorization will expire 180 days after passage of the ordinance.

Maximum Principal Amount	\$30,500,000
Maximum True Interest Cost	3.75%
Final Maturity Date	March 1, 2039

The Certificates will pay for the contractual obligations incurred for projects approved on the FY 18-19 Five-Year Capital Improvement Program ("CIP") as listed on Attachment 1. On October 15, 2018, the Town Council approved a reimbursement resolution for an amount not to exceed \$38,585,000 to fund improvements in accordance with the FY 17-18 CIP. CIP Amendments during the fiscal year have modified funding sources and move project start dates to future years, thus reducing the proposed debt issuance from \$38,585,000 to \$30,500,000. The proposed principal amount of \$30,500,000 includes \$498,000 for estimated financial closing costs.

At the Town Council meeting on June 3, 2019, the Town Council authorized the publication of notice to issue Certificates of Obligation, Series 2019, (the "Certificates") in the principal amount not to exceed \$30,500,000.

The issuance will be conducted as a negotiated sale with the pricing to occur on July 16, 2019. The Certificates will begin accruing interest on August 1, 2019 (the Dated Date), which the Town will receive upon delivery of the funds on August 13, 2019. The Bank of New York Mellon Trust Company, N.A., will serve as the Paying Agent/Registrar for the Certificates. The preliminary official statement, which discloses details related to issuance of the Certificates and the Town, is available in the Financial Services Department for review.

FISCAL IMPACT: Approximate amount of \$30,500,000

Proposed Expenditure:	Account Number(s):
A maximum of \$30,500,000 in certificates.	Ad valorem taxes will fund the general capital projects, while the utilities system will fund the waterworks and sewer system improvements.

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

LEGAL REVIEW: The Town's Bond Counsel, Norton Rose Fulbright US LLP, prepared the proposed ordinance. No alteration to the legal content of this ordinance, which was originally approved by Taylor, Olson, Adkins, Sralla, & Elam L.L.P, was made.

ATTACHMENTS:

1. Proposed Projects
2. Ordinance authorizing the issuance of Certificates of Obligation, Series 2019
3. Paying Agent/Registrar Agreement

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

Attachment 1

Certificates of Obligation Series 2019**General Capital Projects****Street Projects:**

ADA Transition Plan and Implementation	\$	500,000	
FM 1171 at River Walk Drive Intersection Improvements		600,000	
Morriss Road Improvements		125,000	
Roadway Amenities		90,000	\$ 1,315,000

Signal Projects:

FM 407 at Browning - Reconstruction	\$	300,000	
Traffic Detection Rehabilitation		125,000	\$ 425,000

Facility Projects:

Fire Station No. 1 Facility Upgrades	\$	150,000	
Fire Station No. 7 and Apparatus (Wichita Trail)		4,450,000	
Gibson-Grant Log Cabin Reconstruction		507,000	\$ 5,107,000

Total General**\$ 6,847,000****Utility Capital Projects****Water Projects:**

FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	\$	900,000	
High Road Water Line Replacement Phase II		350,000	
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)		700,000	
Morriss Road Water Lines Phase I (Garden to Forest Vista)		900,000	
Pintail Pump Station (Auxiliary Power & Upgrades)		730,000	
Red Bud Point Water Service Relocation		775,000	\$ 4,355,000

Wastewater Projects:

Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	\$	1,700,000	
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)		3,350,000	
Wastewater Treatment Plant Rehabilitation Phase V (Sludge, Holding and Thickening)		11,000,000	
Wastewater Treatment Plant Ultraviolet System Update		2,750,000	\$ 18,800,000

Total Utility**\$ 23,155,000****Estimated financing costs****\$ 498,000****Grand Total of Debt Issuance****\$ 30,500,000**

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. ____-19

AN ORDINANCE authorizing the issuance of "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2019"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized Town official; and providing an effective date.

WHEREAS, the Town Council of the Town of Flower Mound, Texas, has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed \$30,500,000 for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire-fighting facilities, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the Gibson-Grant Log Cabin, (iv) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (v) professional services rendered in connection therewith; and

WHEREAS, a "Notice of Intention to Issue Town of Flower Mound, Texas, Certificates of Obligation" was duly published in *The Denton Record-Chronicle*, a newspaper hereby found and determined to be of general circulation in the Town of Flower Mound, Texas, on June 13, 2019 and June 20, 2019, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage and adoption of this Ordinance; and

WHEREAS, no petition protesting the issuance of such certificates of obligation and bearing valid petition signatures of at least 5% of the qualified voters of the Town, has been presented to or filed with the Mayor, Town Secretary or any other official of the Town on or prior to the date of the passage of this Ordinance; and

WHEREAS, the Town Council hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time in the amount and manner as hereinafter provided; and

WHEREAS, the Town Council by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof; and

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

SECTION 1: Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the Town shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title “TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2019” or such other designation as specified in the Pricing Certificate (hereinafter referred to as the “Certificates”), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire-fighting facilities, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the Gibson-Grant Log Cabin, (iv) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (v) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended and Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the “Certificate Date”) and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on a date certain in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the per annum rates in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable in each year, on the dates and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Texas Government Code, Section 1371.053, as amended, the Town Manager or the Deputy Town Manager/CFO of the Town (either a “Pricing Officer”) is hereby authorized to act on behalf of the Town in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, including any modification of the continuing disclosure undertaking contained in Section 32 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates shall not exceed \$30,500,000;

- (ii) the maximum true interest cost for the Certificates shall not exceed 3.75%; and
- (iii) the maximum maturity date of the Certificates shall not exceed March 1, 2039.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the Town to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the Town's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the Town by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Mayor or Mayor Pro Tem and Town Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the Town agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail,

first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the record date specified in the Pricing Certificate) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Certificates Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance or, if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the Town, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever

any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the Town, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the registration and delivery thereof, the same shall be valid obligations of the Town, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 25 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the Town nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment and transfer/exchange of the Certificates, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the Town and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities

transactions in general, or in the event the Town decides to discontinue use of the system of book entry transfers through DTC, the Town covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the Town by the Mayor or the Mayor Pro tem under its seal reproduced or impressed thereon and countersigned by the Town Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the Town on the Certificate Date shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided by Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the "Initial Certificate") and the Initial Certificate shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate may have such

letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with bond insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate, shall be typewritten, printed, lithographed, or photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2019

Certificate Date:
_____, 2019

Interest Rate:
_____ %

Stated Maturity:
_____, ____

CUSIP No.:

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above [(without right of prior redemption)] [(or so much thereof as shall not have been paid upon prior redemption)] and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing _____ 1, 20____, until maturity [or prior redemption] of this Certificate. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while the Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the

"Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2019" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) constructing, improving and equipping fire-fighting facilities, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the Gibson-Grant Log Cabin, (iv) constructing waterworks and sewer system improvements and extensions, including the acquisition of land and rights-of-way therefor and (v) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

[The Certificates having Stated Maturities on and after ____ 1, 20__ may be redeemed prior to their Stated Maturities, at the option of the Town, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on ____ 1, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the Town shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such

principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the Town and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.]

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the Town's combined waterworks and sewer system (the "System"), such lien and pledge being limited to the amount of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Bonds" (identified and defined in the Ordinance) now outstanding and hereafter issued by the Town. In the Ordinance, the Town reserves and retains the right to issue Prior Lien Bonds while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated

Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the Town is duly organized and legally incorporated under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the Town have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Certificate to be duly executed under the official seal of the Town as of the Certificate Date.

TOWN OF FLOWER MOUND, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

Town Secretary

(TOWN SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on the Initial Certificate only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

THE STATE OF TEXAS

(
(
(
(

REGISTER NO. _____

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____ .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in East Syracuse, New York is the Designated Payment/Transfer Office for this Certificate.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) Form of Assignment.ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print
or typewrite name, address, and zip code of transferee:)

(Social Security or other identifying number: _____)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Certificate on the books kept
for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this
assignment must correspond with the
name of the registered owner as it appears
on the face of the within Certificate in every
particular.

(f) The Initial Certificate shall be in the form set forth in paragraph (b) of this
Section, except that the heading and first paragraph shall be modified as follows:

REGISTERED:
NO. T-1

REGISTERED:
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF FLOWER MOUND, TEXAS,
CERTIFICATE OF OBLIGATION
SERIES 2019

Certificate Date: _____, 2019

Registered Owner:

Principal Amount: _____ DOLLARS

The Town of Flower Mound (hereinafter referred to as the "Town"), a body corporate and
municipal corporation in the Counties of Denton and Tarrant, State of Texas, for value received,
acknowledges itself indebted to and hereby promises to pay to the Registered Owner named
above, or the registered assigns thereof, the above stated Principal Amount on _____ 1 in each
of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENT (\$)</u>	<u>INTEREST RATE (%)</u>
-------------	---------------------------------------	------------------------------

(Information to be inserted from the Pricing Certificate).

[(or so much thereof as shall not have been redeemed prior to maturity)][(without right of prior redemption)] and to pay interest on the unpaid Principal Amount from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from the _____) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing _____ 1, 20____, until maturity [or prior redemption] of this Certificate. Principal installments of this Certificate are payable at the year of maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the "Town of Flower Mound, Texas, Certificates of Obligation, Series 2019" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the Town become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month period ending on September 30 of each year.

(f) The term "Net Revenues" shall mean the gross revenues of the System, less the expense of operation and maintenance, including all salaries, labor, materials, interest, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Town Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the Town and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues".

(g) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the Town in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 hereof.

(h) The term "Prior Lien Bonds" shall mean all bonds or other similar obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates.

(i) The term "System" shall mean the Town's combined waterworks and sewer system, including all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained and vested in the Town for the supply, treatment and distribution of treated water for domestic commercial, industrial and other uses and the together with all future additions, extensions replacements and improvements thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated "SPECIAL 2019 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND," and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the Town's depository. The Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO or Town Secretary, individually or collectively, are hereby authorized and directed

to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the Town, be invested in obligations identified in, and in accordance with the provisions of the Town's Investment Policy as the same may be amended from time to time and the "Public Funds Investment Act" relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said Town, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The Town Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the Town for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the Town Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Town Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The Town hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Bonds, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the Town shall pay all of such \$1,000, after which time the pledge shall cease. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the Town under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the Town under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: Revenue Fund. The Town hereby covenants and agrees that so long as the pledge of the Net Revenues is made to the payment of the Certificates all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the Town, and all such revenues shall be deposited as collected into the "Town of Flower Mound, Texas, Waterworks and Sewer System Revenue Fund" (heretofore created and established and hereinafter called the "Revenue Fund"). All moneys deposited to the credit of the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper operating and maintenance expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Bonds in accordance with the terms and provisions of any ordinance authorizing the issuance of Prior Lien Bonds.

Third: To the payment, equally and ratably, of the limited amounts required to be deposited in the special funds and accounts created and established for the payment of the debt service requirements of the Certificates and Additional Certificates.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Town purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the Town hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the Revenue Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The Town covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the Town for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The Town hereby further covenants as follows:

(1) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended.

(2) Other than for the payment of the Prior Lien Bonds and the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the Town or of the System.

SECTION 18: Issuance of Prior Lien Bonds and Additional Certificates. The Town hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, and also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 19: Application of Prior Lien Bonds Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the

provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Bonds, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Bonds, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Bonds. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security for the Certificates.

SECTION 20: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO, or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 21: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying

Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof

for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit

to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Certificates with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States from the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager and Deputy Town Manager/CFO, either or any combination of them to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the Town (including all subordinate entities of the Town) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 24: Satisfaction of Obligations of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section ("Defeased Certificates") when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. At such time as Certificates shall be deemed to be Defeased Certificates hereunder, as aforesaid, such Certificates and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Certificates that is made in conjunction with the payment arrangements specified in (i) or (ii) above in this paragraph shall not be irrevocable,

provided that in the proceedings providing for such payment arrangements, the Town: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the registered owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to the Town against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise modified by the Pricing Officer, the term "Government Securities" as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the Town are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all

other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 26: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains Outstanding except as permitted in this Section and Section 32 hereof. The Town, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Sale of the Certificates – Official Statement. The Certificates authorized by this Ordinance are to be sold by the Town to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Town, as the act and deed of this Council, and to make a determination as to whether the terms are in the Town's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;
2. The details of any public offering of the Certificates by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the Town's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Certificates, if any;
5. The representations and warranties of the Town to the Purchasers;
6. The details of the delivery of, and payment for, the Certificates;
7. The Purchasers' obligations under the Purchase Contract;

8. The certain conditions to the obligations of the Town under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the Town;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and Town Secretary of the Town and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the Town copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 28: Proceeds of Sale. The proceeds of sale of the Certificates excluding accrued interest, if any, received from the Purchasers, and amounts to pay costs of issuance and any additional proceeds to be deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a fund maintained at a Town depository bank (the "Construction Fund"). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted by Texas Government Code, Section 2256.015, et seq., and the Town's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Town Council. Accrued interest, if any, received from the Purchasers as well as proceeds of sale, including investment earnings thereon, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 29: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, Town Manager, Deputy Town Manager/CFO and Town Secretary individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Town and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the Town's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate to the initial purchasers.

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the Town, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Town shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the Town of the general type included in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the Town within twelve months after the end of each fiscal year. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available by the required time, the Town will file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events.

The Town shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town and (b) the Town intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with Subsection (b) of this Section of this Ordinance by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the Town to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the Town does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the Town’s financial results, condition, or prospects; nor does the Town undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE

TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Town in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the Town if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Town's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 33: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 34: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 35: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 36: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the Town Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page intentionally left blank]

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON JULY 15, 2019.

TOWN OF FLOWER MOUND, TEXAS

Steve Dixon, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2019 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the Town of Flower Mound, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Town of Flower Mound, Texas Certificates of Obligation, Series 2019" (the "Securities"), dated _____, 2019, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2019; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By:_____

Title:_____

Attest:

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

Title: _____

TOWN OF FLOWER MOUND, TEXAS

By: _____
Mayor

Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028

ATTEST:

Town Secretary

ANNEX A

FEE SCHEDULE



TOWN COUNCIL AGENDA ITEM NO. 25

REGULAR ITEM

DATE: July 15, 2019

FROM: Debra Wallace, Deputy Town Manager/CFO

ITEM: Consider approval of an ordinance authorizing the issuance of the Town of Flower Mound, Texas, Special Assessment Revenue Refunding Bonds, Series 2019 (River Walk Public Improvement District No. 1), establishing parameters and delegating matters relating to the sale and issuance of said bonds to an authorized Town official; and approving and authorizing related agreements.

BACKGROUND INFORMATION: The Financial Services staff and Hilltop Securities, the Town's financial advisor, request the Town Council's approval of an ordinance authorizing the potential issuance of Special Assessment Revenue Refunding Bonds, Series 2019 (River Walk Public Improvement District No. 1), ("the Bonds").

A refunding opportunity has been identified which would prepay or refund a portion of the Special Assessment Revenue Bonds, Series 2014 (River Walk Public Improvement District No. 1), lowering the overall debt service requirements and saving the citizens and property owners, within Public Improvement District No. 1, approximately \$2,000,000. Please note that all debt refunded with the Bonds will be structured to maintain the existing maturity pattern to ensure no debt will be extended as a result of the refunding. Based on volatility in the municipal bond market and the interest rate levels at the time of pricing, the amount of bonds refunded may be decreased.

Refunded Issue	Refunded Bonds	Current Interest Rates	Refunded Years
Riverwalk Public Improvement District No. 1	\$15,200,000	6.125% - 6.750%	2028, 2036, 2043

In order to efficiently complete the sale, the attached ordinance establishes the following parameters, giving the Town Manager and Deputy Town Manager/CFO the authority to approve all necessary documents and finalize the sale. The authorization will expire 180 days after passage of the ordinance.

Maximum Principal Amount	\$15,200,000
Maximum True Interest Cost	5.00%
Present Value Debt Service Savings	At least 10.00%
Final Maturity Date	September 1, 2043

The issuance will be conducted as a negotiated sale with the pricing to occur on August 5, 2019 and closing/defeasance of refunded bonds on August 30, 2019. The Bank of New York Mellon Trust Company, N.A., will serve as the Trustee for the bonds. The update Service and Assessment Plan and ordinance will be presented at the August 5, 2019 council meeting for the Town Council's approval.

FISCAL IMPACT: Approximate amount of \$15,200,000

Proposed Expenditure:	Account Number(s):
A maximum of \$15,200,000 in bonds.	Assessment levy on properties within the boundaries of the River Walk PID No. 1

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

LEGAL REVIEW: Robert Dransfield, of Norton Rose Fulbright US LLP, has reviewed the attachment as to form and legality.

ATTACHMENTS:

1. Draft of Ordinance authorizing the issuance of Special Assessment Revenue Refunding Bonds, Series 2019 (River Walk Public Improvement District No. 1)
2. Draft indenture of Trust

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. __-__

AN ORDINANCE approving and authorizing the issuance of the TOWN OF FLOWER MOUND, TEXAS, SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2019 (RIVER WALK PUBLIC IMPROVEMENT DISTRICT NO. 1); establishing parameters and delegating matters relating to the sale and issuance of said bonds to an authorized Town official; and approving and authorizing related agreements.

WHEREAS, the Town Council of the Town of Flower Mound, Texas (the "Town"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "River Walk Public Improvement District No. 1" (the "District"), pursuant to Resolution No. 20-13 adopted by the Town Council of the Town (the "Town Council") on August 19, 2013; and

WHEREAS, pursuant to the PID Act, the Town Council published notice and held a public hearing on May 15, 2014, regarding the levy of special assessments against benefitted property located in the District, and, after hearing testimony at such public hearing, the Town Council closed the public hearing and adopted Ordinance No. 27-14 (the "Assessment Ordinance") on May 15, 2014; and

WHEREAS, in the Assessment Ordinance, the Town Council approved and accepted the final River Walk Public Improvement District No. 1 Service and Assessment Plan, dated May 15, 2014 (the "Service and Assessment Plan") relating to the District and levied the "Assessment" (as defined in the Assessment Ordinance, the "Assessment") against the "Assessed Property" (as defined and described in the Service and Assessment Plan, the "Assessed Property"). Capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the Town is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) refunding the 2014 Bonds (hereinafter defined) and (ii) paying the costs of issuing the Bonds; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), and Section 372.027 of the PID Act, provide that the Town is authorized to issue refunding bonds for the purpose of refunding its previously issued bonds and restructuring the Town's debt service requirements, and to accomplish such refunding by depositing directly with the paying agent for any of the obligations to be refunded, the trustee under a trust indenture, or an escrow agent the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of such refunded bonds, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the refunded bonds; and

WHEREAS, the Town has previously issued its Town of Flower Mound, Texas, Special Assessment Revenue Bonds, Series 2014 (River Walk Public Improvement District No. 1) (the "2014 Bonds") secured by assessments levied on the Assessed Property within the District for

the purpose of financing a portion of the Authorized Improvement Costs of the Authorized Improvements within the District; and

WHEREAS, the Town Council now desires to issue revenue bonds, in accordance with the PID Act and Chapter 1207, to refund the 2014 Bonds, such bonds being payable solely from the Assessment Revenues and other funds pledged under the Indenture (hereinafter defined); and

WHEREAS, the Town by this Ordinance and in accordance with the provisions of Chapter 1207 is delegating to the Pricing Officer (hereinafter defined) the authority to establish the terms and details related to the issuance and sale of the Bonds including: (i) the principal amount of the 2014 Bonds to be refunded, (ii) the form and designation of the Bonds; (iii) the principal amount of the Bonds and the amount of the Bonds to mature in each year; (iv) the dates, price, interest rates, interest payment dates, principal payment dates, and redemption features of the Bonds; and (v) any other details relating to the issuance, sale, delivery, and/or exchange of the Bonds, all within certain specified parameters set forth herein; and

WHEREAS, the Town Council hereby finds and determines that it is a public purpose and in the best interests of the Town to refund the 2014 Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Chapter 1207; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) Bonds of the Town shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth, such Bonds to be designated and bear the title "TOWN OF FLOWER MOUND, TEXAS, SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2019 (RIVER WALK PUBLIC IMPROVEMENT DISTRICT NO. 1)" or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Bonds"), for the purpose of (i) refunding all or a portion of the 2014 Bonds and (ii) paying the costs of issuing the Bonds, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including the PID Act and Chapter 1207.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of August 1, 2019, between the Town and The Bank of New York Mellon Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A** which is incorporated herein as a part hereof for all purposes with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Pricing Officer in the Pricing Certificate, such approval to be evidenced by the execution and delivery of the Indenture by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Indenture, with such changes as are necessary or desirable to conform to the terms of sale of the Bonds as approved by the Pricing Officer in the Pricing Certificate, and the Town Secretary is hereby authorized and directed to attest such signature of the Pricing Officer.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Pricing Certificate. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds as provided in the Pricing Certificate. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the "Trust Estate" (as defined in the Indenture) pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Delegation of Authority to Pricing Officer. (a) As authorized by Chapter 1207, the Town Manager or the Deputy Town Manager/CFO of the Town (either a "Pricing Officer") is hereby authorized to act on behalf of the Town in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities of the 2014 Bonds to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Bonds, any modification of the continuing disclosure undertaking contained in the Continuing Disclosure Agreement referred to in Section 3 hereof as may be required by the purchasers of the Bonds in connection with the provisions of Rule 15c2-12, the designation of an escrow agent, if necessary, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$15,200,000;
- (ii) the maximum true interest cost for the Bonds shall not exceed 5.00%;
- (iii) the refunding of the 2014 Bonds must produce present value debt service savings of at least ten percent (10%), net of any Town contribution; and
- (iv) the maximum maturity date of the Bonds shall not exceed September 1, 2043.

The execution of the Pricing Certificate by the Pricing Officer shall evidence the sale date of the Bonds by the Town to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the Town's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to

determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days from the date of the adoption of this Ordinance. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which designation shall be as provided in the Pricing Certificate.

SECTION 3. Continuing Disclosure Agreement. That certain Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the Town, The Bank of New York Mellon Trust Company, National Association (the "Dissemination Agent"), and the Developer is hereby authorized and approved in substantially the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes and the Mayor, Mayor Pro Tem, Town Manager or Assistant Town Manager/CFO of the Town is each hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor, Mayor Pro Tem, Town Manager or Deputy Town Manager/CFO, such approval to be evidenced by the execution thereof.

SECTION 4. Sale of the Bonds – Limited Offering Memorandum. The Bonds authorized by this Ordinance are to be sold by the Town to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 2 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Town, as the act and deed of this Town Council, and to make a determination as to whether the terms are in the Town's best interests, which determination shall be evidenced by the execution by the Pricing Officer and shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Limited Offering Memorandum or similar offering document (and, if appropriate, any Preliminary Limited Offering Memorandum) relating to the Bonds and the Town's Rule 15c2-12 compliance, if applicable;

4. A security deposit for the Bonds, if any;
5. The representations and warranties of the Town to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the Town under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the Town;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor or Mayor Pro Tem and Town Secretary of the Town and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the Town copies of a Preliminary Limited Offering Memorandum and Limited Offering Memorandum, or other appropriate offering document, as applicable, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Limited Offering Memorandum, or other appropriate offering document, as delivered by said officials shall constitute the Limited Offering Memorandum, or other appropriate offering document, authorized for distribution and use by the Purchasers.

SECTION 5. Escrow Agreement. An Escrow Agreement by and between the Town and an authorized escrow agent, if any such agreement is required in connection with the issuance of the Bonds, shall be attached to, and approved in, the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the Town and as the act and deed of this Town Council; and such Escrow Agreement as executed by the Pricing Officer shall be deemed approved by the Town Council and constitute the Escrow Agreement herein authorized. With regard to the finalization of certain terms and provisions of the Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the specific maturities of 2014 Bonds to be refunded;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the 2014 Bonds.

Furthermore, appropriate officials of the Town in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "TOWN OF FLOWER MOUND, TEXAS, SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2019 (RIVER WALK PUBLIC IMPROVEMENT DISTRICT NO. 1) ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified on the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate, and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the 2014 Bonds an amount which, together with the proceeds of sale, and the investment earnings thereon, will be sufficient to pay in full the 2014 Bonds (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the 2014 Bonds (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

SECTION 6. Redemption of 2014 Bonds. (a) In order to provide for the refunding, discharge, and retirement of the 2014 Bonds, the 2014 Bonds, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date(s) such 2014 Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest and redemption premium, if any, to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the indenture of trust related to the 2014 Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the 2014 Bonds in substantially the form to be set forth as an exhibit to the Pricing Certificate, to the trustee for the 2014 Bonds, in accordance with the redemption provisions applicable to the 2014 Bonds.

(b) The trustee for the 2014 Bonds is hereby directed to provide the appropriate notice(s) of redemption as required by the indenture of trust related to the 2014 Bonds and is hereby directed to make appropriate arrangements so that the 2014 Bonds may be redeemed on the redemption date.

(c) The source of funds for payment of the principal of and interest and redemption premium, if any, on the 2014 Bonds on their respective maturity or redemption date shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 5 of this Ordinance and by the Pricing Officer in the Pricing Certificate, if applicable.

SECTION 7. Additional Actions. The Mayor, the Mayor Pro Tem, the Town Manager, Deputy Town Manager/CFO and the Town Secretary are hereby authorized and directed to take any and all actions on behalf of the Town necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the Town Manager, Deputy Town Manager/CFO and the Town Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which

may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

SECTION 8. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 12. Incorporation of Findings and Determinations. The findings and determinations of the Town Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 13. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally.]

DULY PASSED AND APPROVED BY THE TOWN COUNCIL ON July 15, 2019.

TOWN OF FLOWER MOUND, TEXAS

Steve Dixon, MAYOR

(Town Seal)

ATTEST:

Theresa Scott, TOWN SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Robert Dransfield, BOND COUNSEL

EXHIBIT A
FORM OF INDENTURE OF TRUST

EXHIBIT B
FORM OF CONTINUING DISCLOSURE AGREEMENT

INDENTURE OF TRUST

By and Between

TOWN OF FLOWER MOUND, TEXAS

and

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A.,
as Trustee

DATED AS OF AUGUST 1, 2019

SECURING

\$ _____
TOWN OF FLOWER MOUND, TEXAS
SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2019
(RIVER WALK PUBLIC IMPROVEMENT DISTRICT NO. 1)

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INDENTURE OF TRUST

THIS INDENTURE of Trust (the "Indenture"), dated as of August 1, 2019 is by and between the TOWN OF FLOWER MOUND, TEXAS (the "Town"), and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted by the Petitioner (defined herein) and filed with the Town Secretary of the Town (the "Town Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located within the corporate limits of the Town to be known as the River Walk Public Improvement District No. 1 (the "District"); and

WHEREAS, the petition contained the signatures of (1) the owners of taxable property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and, (2) the signatures of property owners who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal, or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on August 19, 2013, after due notice, the Town Council of the Town (the "Town Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Sec. 372.009 of the PID Act and on August 19, 2013, the Town Council made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 20-13, adopted by a majority of the members of the Town Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services subject to voter approval as required by Section 7.16 of the Town Charter; and

WHEREAS, at a duly called and canvassed special election held on November 5, 2013 the voters of the Town authorized the creation of the District and the issuance of up to \$16 million in bonds for public improvements within the District; and

WHEREAS, on November 27, 2013, the Town published notice of its authorization of the District in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the Town Secretary within 20 days after November 27, 2013; and

WHEREAS, on April 21, 2014, the Town Council by Resolution No. 04-14 made findings and determinations relating to the Costs of certain Authorized Improvements and directed Town staff to (i) prepare a proposed assessment roll as required by Section 372.016(a) of the PID Act, (ii) file said proposed assessment roll with the Town Secretary and to make it available for public inspection as required by Section 372.016(b), (iii) publish such notice as required by Section 372.016(b) of the PID Act, and (iv) prepare a service and assessment plan in accordance with Sections 372.13 and 372.14 of the PID Act; and

WHEREAS, the Town Council, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in a newspaper of general circulation in the Town to consider the proposed "Assessment Roll" and the "Service and Assessment Plan" and the levy of the "Assessments" on property in the District; and

WHEREAS, the Town Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the Town Council convened the hearing on May 15, 2014, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of Costs, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessment; and

WHEREAS, at the May 15, 2014 public hearing referenced above, there were no written objections or evidence submitted to the Town Secretary in opposition to the Service and Assessment Plan, the allocation of Costs, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, the Town Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the Town, and

WHEREAS, on May 15, 2014, the Town approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance and therein levied the Assessments; and

WHEREAS, the Town Council found and determined that the Assessment Roll and the Service and Assessment Plan should be approved and that the Assessments should be levied as provided in the Service and Assessment Plan and the Assessment Roll; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, and Section 372.027 of the PID Act, provide that the Town is authorized to issue refunding bonds for the purpose of refunding its previously issued bonds and restructuring the Town's debt service requirements, and to accomplish such refunding by depositing directly with the paying agent for any of the obligations to be refunded, the trustee under a trust indenture, or an escrow agent the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of such refunded bonds, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the refunded bonds;

WHEREAS, the Town has previously issued its Town of Flower Mound, Texas, Special Assessment Revenue Bonds, Series 2014 (River Walk Public Improvement District No. 1) (the "2014 Bonds") secured by assessments levied on the Assessed Property within the District for the purpose of financing a portion of the Authorized Improvement Costs of the Authorized Improvements within the District; and

WHEREAS, the Town Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) refunding the 2014 Bonds and (ii) paying the costs of issuing the Bonds; and

WHEREAS, the Town Council now desires to issue revenue bonds, in accordance with the PID Act and Chapter 1207, to refund the 2014 Bonds, such bonds to be entitled "Town of Flower Mound, Texas, Special Assessment Revenue Refunding Bonds, Series 2019 (River Walk Public Improvement District No. 1)" (the "Bonds"), such Bonds being payable solely from the Assessment Revenues and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in this preamble; and

WHEREAS, the Town Council has found and determined that it is in the best interests of the Town to issue the Bonds to achieve a present value debt service savings; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the Town, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the Town to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the Town or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released from the Trust Estate and shall no longer constitute a part of the Trust Estate;

PROVIDED, FURTHER, HOWEVER, if the Town or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Town has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“Account” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“Accreted Interest” means the Accreted Value of a Capital Appreciation Bond less the initial principal amount thereof.

“Accreted Value” means, as of the date of calculation, the initial principal amount of a Capital Appreciation Bond plus the initial premium paid therefor with the interest thereon to such date of calculation, from the date of initial delivery at the approximate interest rate thereof compounded semiannually, as determined in accordance with the Accreted Value Table, assuming in any year that such Accreted Value increases in equal daily amounts on the basis of a year of three hundred sixty (360) days composed of twelve (12) months of thirty (30) days each.

“Accreted Value Table” means the table attached as **Exhibit B** hereto.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

“Administrator” means an employee or designee of the Town who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the Town related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” mean the following actual or budgeted costs, as applicable, related to the annual collection costs of outstanding Assessments paid in installments, including the costs or anticipated costs of: (i) issuing, refunding or refinancing bonds, (ii) computing, levying, collecting and transmitting the Assessments (whether by the Town, the Administrator or otherwise), (iii) remitting the Assessments to the Trustee, (iv) the Town, the Administrator and

Trustee (including legal counsel) in the discharge of their duties, (v) complying with arbitrage rebate requirements, (vi) complying with securities disclosure requirements, and (vii) the Town in any way related to the collection of the Assessments in installments, including, without limitation, the administration of the District, maintaining the record of installments, payments and reallocations and/or cancellations of Assessments, and the repayment of the Bonds, including, without limitation, any associated legal expenses, the reasonable costs of other consultants and advisors and contingencies and reserves for such costs as deemed appropriate by the Town Council. Assessments collected to pay Annual Collection Costs that are not expended for actual Annual Collection Costs shall be carried forward and applied to reduce Annual Collection Costs in subsequent years to avoid the over-collection of Annual Collection Costs.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Current Interest Bonds and the Maturity Amount of the Outstanding Capital Appreciation Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments as shown on the Assessment Roll attached to the Service and Assessment Plan as Appendix G and related to the Bonds and the Phase #1 Projects; which annual payment includes the 0.20% additional interest collected on each annual payment of the Assessments for the prepayment reserve and the 0.30% additional interest rate collected on each annual payment of the Assessments for the delinquency reserve as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the Town and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each respective parcel of land located within the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessment Ordinance" means Ordinance No. 27-14 adopted by the Town Council on May 15, 2014, that levied the Assessments on the Assessed Parcels.

"Assessment Revenue" means monies collected by or on behalf of the Town from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

"Assessment Roll" means the Assessment Roll attached as Appendix E to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Authorized Improvements, as

updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Assessments" means the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Parcel as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means \$100,000 and any integral multiple of \$5,000 in excess thereof with respect to the Current Interest Bonds and \$25,000, and any integral multiple of \$5,000 in excess thereof with respect to the Maturity Amount of the Capital Appreciation Bonds.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including those listed in Section III of the Service and Assessment Plan, constructed and installed in accordance with the Service and Assessment Plan or an Annual Service Plan Update and which will benefit the Assessed Parcels.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the Town that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 28-14 adopted by the Town Council on May 15, 2014 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Year" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"Bonds" means the Town's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "Town of Flower Mound, Texas, Special Assessment Revenue Refunding Bonds, Series 2019 (River Walk Public Improvement District No. 1)".

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Town or the Trustee.

"Capital Appreciation Bonds" means, collectively, the Bonds designated as Capital Appreciation Bonds, if any, and with respect to which interest is compounded semiannually and is payable only at Maturity.

"Certification for Payment" means a certificate executed by an engineer, construction manager or other person or entity acceptable to the Town, as evidenced by the signature of a Town Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request funding for Costs from money on deposit in the Project Fund.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Construction Funding Agreement" means the "Construction, Funding and Acquisition Agreement" between the Town and the Landowner relating to the Bonds, dated as of May 15, 2014, which provides for the acquisition, construction and payment of the Authorized Improvements, the transfer of the Authorized Improvements to the Town, and other matters related thereto.

"Costs" means the costs of the Authorized Improvements.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquency Reserve Requirement" means an amount equal to \$_____ which will be funded from revenues received from the payment of Assessments deposited to the Pledged Revenue Fund.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Development Agreement" means collectively, the "Development Agreement" between the Town and Flower Mound CBD, Ltd., a Texas limited partnership, dated as of August 4, 2008, as amended by the "Amended Development Agreement" between the Town and CADG Riverwalk, L.L.C., a Texas limited liability company, dated August 19, 2013, and as further amended by the "Amendment to Paragraph No. 6 of the 2008 Development Agreement", effective September 24, 2013, and as may be amended from time to time, which provides for the development of property within the District, the creation of the District and the construction and financing of the Authorized Improvements and other matters related thereto.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in East Syracuse, New York, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Town and such successor.

"DTC" shall mean The Depository Trust Company, located in New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among such Persons.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the Town from the enforcement of the Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the Town who, or each of whom: (i) is judged by the Town, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the Town; (iii) does not have any substantial interest, direct or indirect, with or in the Town, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the Town as an officer or employee of the Town, but who may be regularly retained to make reports to the Town.

“Initial Bonds” means the Initial Bonds in the forms set forth in Exhibits A-1 and A-2 to this Indenture.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on _____ and _____ of each year, commencing _____, 20__.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; provided that such investments are, at the time made, included in and authorized by the Town’s official investment policy as approved by the Town Council from time to time.

“Landowner” means CADG Riverwalk, LLC, a Texas limited liability company (including its successors and assigns).

“Maturity Amount” means, with respect to the Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein, and payable at Stated Maturity.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“Outstanding” means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal, Accreted Value, Maturity Amount or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

“Owner” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Petitioner” means Baptist Foundation of Texas, a Texas non-profit corporation.

“PID Act” means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“Pledged Funds” means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenue Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

“Pledged Revenues” means the sum of (i) Assessment Revenue less the Annual Collection Costs, (ii) the moneys held in any of the Pledged Funds, and (iii) any additional revenues that the Town may pledge to the payment of Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof.

“Prepayment Reserve Requirement” means an amount equal to \$_____ which will be funded from revenues received from the payment of Assessments deposited to the Pledged Revenue Fund.

“Project Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

“Purchaser” means the initial purchaser of the Bonds.

“Rebate Amount” has the meaning set forth in section 1.148-1(b) of the Regulations.

“Rebate Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

“Record Date” means the close of business on the _____ day of the month (whether or not a Business Day) next preceding an Interest Payment Date.

“Redemption Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“Redemption Prices” means, when used with respect to any Bond or portion thereof, the redemption prices shown in Article IV of this Indenture.

“Register” means the register specified in Article III of this Indenture.

“Reserve Fund” means that fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

“Reserve Fund Obligations” means cash or Investment Securities.

“Reserve Fund Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, or (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to subsections (c) and (d) of Section 6.7; and provided further that as a result of an optional redemption pursuant to Section 4.3, the Reserve Fund Requirement shall be reduced by a percentage equal to the pro rata principal amount and Accreted Value of Bonds redeemed by such optional redemption divided by the total principal amount and Accreted Value of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Fund Requirement is \$_____ which is an amount equal to _____.

“Service and Assessment Plan” means the document, including the Assessment Roll, as amended, which is attached as Exhibit A to the Assessment Ordinance, including any annual updates thereto.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the portion of the principal of Current Interest Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“Stated Maturity” means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

“Supplemental Indenture” means an indenture which has been duly executed by the Town Representative pursuant to an ordinance adopted by the Town Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized or permitted hereunder.

“Tax Certificate” means the Certificate as to Tax Exemption delivered by the Town on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“Town Certificate” means a certificate signed by a Town Representative and delivered to the Trustee.

“Town Order” means written instructions by the Town, executed by a Town Representative.

“Town Representative” means any official or agent of the Town authorized by the Town Council to undertake the action referenced herein.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to principal, Accreted Value, Maturity Amount and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Town under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the Town under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the Town, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the Town.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the Town to the Trustee have been duly authorized by official action of the Town Council of the Town. The Town has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the Town and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the Town with the Owner.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____ for the purpose of (i) refunding all or a portion of the 2014 Bonds and (ii) paying the costs of issuing the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated _____, 2019 (the "Bond Date") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons. The Current Interest Bonds shall be numbered separately from R-1 upward, except the Initial Current Interest Bond, which shall be numbered T-1. The Capital Appreciation Bonds shall be numbered separately from CA-1 upward, except the Initial Capital Appreciation Bond, which shall be numbered TCA-1.

(b) The Current Interest Bonds shall be issued in the original principal amount of \$_____. Interest shall accrue and be paid on each Current Interest Bond from the later of the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall

be payable semiannually on _____ and _____ of each year, commencing _____, 20__ computed on the basis of a 360-day year of twelve 30-day months. The Current Interest Bonds shall mature on _____ in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	_____%
20__	\$ _____	_____%
20__	\$ _____	_____%
20__	\$ _____	_____%
20__	\$ _____	_____%

(c) The Capital Appreciation Bonds shall be issued in the original principal amount of \$ _____. Interest shall accrete on each Capital Appreciation Bond at the rates set forth below from the Closing Date and shall be compounded semiannually on _____ and _____ of each year, commencing _____, 20__ computed on the basis of a 360-day year of twelve 30-day months. The Capital Appreciation Bonds shall mature on _____ in the years set forth below, and Accreted Interest on each Capital Appreciation Bond shall be payable at maturity as a portion of the Maturity Amount as set forth below for each such maturity:

<u>Maturity Date</u> <u>()</u>	<u>Initial Principal Amount</u>	<u>Maturity Amount</u>	<u>Yield</u>
20__	\$ _____	\$ _____	_____%
20__	_____	_____	_____%
20__	_____	_____	_____%
20__	_____	_____	_____%
20__	_____	_____	_____%
20__	_____	_____	_____%
20__	_____	_____	_____%
20__	_____	_____	_____%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in **Exhibits A-1 and A-2** to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the Town and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the Town, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;
- (c) a copy of this Indenture executed by the Trustee and the Town; and

(d) a Town Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the Town.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of, Accreted Value of, Maturity Amount and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Current Interest Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Current Interest Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Current Interest Bond and Maturity Amount of each Capital Appreciation Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of, Accreted Value of, Maturity Amount or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the Town to be used for any lawful purpose. Thereafter, none of the Town, the Paying

Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the Town by the Mayor and Town Secretary, by their manual or facsimile signatures, and the official seal of the Town shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Town had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the Town whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Current Interest Bond and the Initial Capital Appreciation Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Current Interest Bond and Initial Capital Appreciation Bond have been duly approved by the Attorney General of the State of Texas, are valid and binding obligations of the Town, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Current Interest Bond and one Initial Capital Appreciation Bond together representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor and the Town Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Current Interest Bond and the Initial Capital Appreciation Bond, the Trustee shall cancel the Initial Current Interest Bond and the Initial Capital Appreciation Bond and deliver to DTC on behalf of the Purchaser one registered definitive Current Interest Bond and one registered definitive Capital Appreciation Bond for each year of maturity of the Current Interest Bonds and the Capital Appreciation Bonds, respectively, in the aggregate principal amount of all Current Interest Bonds and Capital Appreciation Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The Town, the Trustee the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all

other purposes, whether or not such Bond is overdue, and neither the Town nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the Town, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the Town shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the Town, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds), equal to the unpaid principal amount of the Bond presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the Town and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the Town and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the Town nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Current Interest Bond and the Initial Capital Appreciation Bond and pending the preparation of definitive Current Interest Bonds and Capital Appreciation Bonds, the proper officers of the Town may execute and, upon the Town's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the Town executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The Town, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) and Maturity Amount (with respect to the Capital Appreciation Bonds), bearing a number not contemporaneously outstanding. The Town or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) and Maturity Amount (with respect to the Capital Appreciation Bonds) bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the Town harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the Town and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Town and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the Town, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the Town and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the Town to DTC. On the Closing Date the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Town, the Trustee and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Town, the Trustee and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, Accreted Value of, Maturity Amount, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Town, the Trustee and the Paying Agent/Registrar shall be entitled

to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, Accreted Value of, Maturity Amount, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, Accreted Value of, Maturity Amount, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to payment of principal of, Accreted Value of, Maturity Amount, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Town to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the Town determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the Town to DTC, the Town shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, Maturity Amount and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the rules and procedures of DTC or in the blanket letter of representations from the Town to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a sinking mandatory fund redemption.

Section 4.3. Optional Redemption.

(a) [The Capital Appreciation Bonds shall not be subject to optional redemption.] The Town reserves the right and option to redeem Current Interest Bonds before their scheduled maturity dates, in whole or in part, on _____ on or after _____, 20__, such redemption date or dates to be fixed by the Town, at the Redemption Prices shown below, plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after _____, 20__	_____%
On or after _____, 20__	_____%
On or after _____, 20__	_____%
On or after _____, 20__	_____%

Section 4.4. Extraordinary Optional Redemption.

The Town reserves the right and option to redeem (i) Current Interest Bonds before their respective scheduled maturity dates, in whole or in part, on _____, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption and (ii) Capital Appreciation Bonds before their respective scheduled maturity dates, in whole or in part, on _____, at a price equal to the Accreted Value of the Capital Appreciation Bonds, or portions thereof, to be redeemed from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to Section 6.3(d), 6.3(e), 6.7(a), 6.7(c), or 6.7(e) hereof).

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in minimum principal amounts of \$5,000 or any integral thereof by any method selected by the Trustee that results in a pro rata reduction of the outstanding maturities. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$5,000.

(b) A portion of a single Bond of an Authorized Denomination may be redeemed, but only in a principal amount equal to \$5,000 or any integral thereof. The Trustee shall treat each \$5,000 portion of such Bond as though it were a single bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$5,000, may be issued.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-only form and held by DTC as securities depository, Owner means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The Town has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption or extraordinary optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state that the Town may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the Town shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the Town and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the principal amount plus accrued unpaid interest on such Current Interest Bonds or the Accreted Value of such Capital Appreciation Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A-1 (with respect to Current Interest Bonds) and Exhibit A-2 (with respect to Capital Appreciation Bonds) to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Town or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Current Interest Bond and the Initial Capital Appreciation Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The Town may secure identification numbers through the CUSIP Services managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Town, the Trustee or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the Town Secretary of the Town, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Reserve Fund:

- (A) Reserve Account;
- (B) Prepayment Reserve Account; and
- (C) Delinquency Reserve Account

(ii) The following Accounts are hereby created and established under the Project Fund:

- (A) Costs of Issuance Account.

(c) Each Fund and Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the Town. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts. The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Costs of Issuance Account of the Project Fund: \$_____;
- (ii) to the Reserve Account of the Reserve Fund: \$_____; and

(iii) to the Administrative Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) On or about February 20 of each year while the Bonds are Outstanding and beginning in year 20__, the Town shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited to the Pledged Revenue Fund, the Town shall deposit or cause to be deposited Assessment Revenue as follows: (i) first, to the Bond Fund in an amount sufficient to pay debt service on the Bonds next coming due, (ii) second to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Fund Requirement, (iii) third, to the Prepayment Reserve Account and Delinquency Reserve Account in such amounts as to cause the amounts in the Prepayment Reserve Account and Delinquency Reserve Account to equal the Prepayment Reserve Requirement and Delinquency Reserve Requirement, respectively, and (iv) fourth, after satisfaction of the Prepayment Reserve Requirement and Delinquency Reserve Requirement, respectively, to the Redemption Fund.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount on deposit in the Bond Fund equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Bond Fund first to the payment of interest or Accreted Interest, as applicable, then to the payment of principal (including any Sinking Fund Installments) or Accreted Value, as applicable, on the Bonds.

(d) The Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) The Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the Assessed Parcel or Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal or Accreted Value and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the Trustee, at the direction of the Town, may apply Assessments for any lawful purposes permitted by the Act for which Assessments may be paid.

(g) Any Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Assessments may be used under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Bond Fund and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments), interest and Maturity Amount then due and payable on the Bonds.

(b) If amounts in the Bond Fund are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund and transferred to the Paying Agent/Registrar.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more Town Certificates.

(c) In making any determination pursuant to this Section, the Town Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(d) Upon a determination by the Town Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Bond Fund and used to pay interest on the Bonds, as directed by the Town in a Town Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The Town agrees with the Owners of the Bonds to accumulate, and when accumulated maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Fund Requirement. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Bond Fund as provided in this Indenture. The Trustee, if amounts are insufficient, will transfer from the Pledged Revenue Fund to the Prepayment Reserve Account on _____ and _____ of each year, commencing _____, 20____, an amount equal to .20% of the interest rate component of the Annual Installments in the Prepayment Reserve Account. Once the Prepayment Reserve Requirement has accumulated in the Prepayment Reserve Account, all amount in excess of the Prepayment Reserve Requirement shall be transferred by the Trustee first to the Delinquency Reserve Account in the event such account contains less than the Delinquency Reserve Requirement, or, if the Delinquency Reserve Account contains the Delinquency Reserve Requirement then to the Redemption Fund to redeem Bonds as provided in Article IV. The Trustee shall also deposit from the Pledged Revenue Fund to the Delinquency

Reserve Account on _____ and _____, commencing _____, 20____, an amount equal to .30% of the interest rate component of the Annual Installments. Once the Delinquency Reserve Requirement has been accumulated in the Delinquency Reserve Account, any amounts in excess of the Delinquency Reserve Requirement in the Delinquency Reserve Account shall be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in Article IV; provided, however, that at any time the amount on deposit in the Prepayment Reserve Account or Delinquency Reserve Account is less than Prepayment Reserve Requirement or Delinquency Reserve Requirement, as applicable, the Trustee shall resume depositing such amounts from the Bond Pledged Revenue Account into the Prepayment Reserve Account or Delinquency Reserve Account, as applicable, until the Prepayment Reserve Requirement and Delinquency Reserve Requirement have accumulated in the Prepayment Reserve Account and Delinquency Reserve Account, as applicable.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the Town, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to a percentage of the amount of the Bonds redeemed with such percentage equal to the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund, as a percentage of the Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a Town Representative, the amount in the Reserve Account exceeds the Reserve Fund Requirement, the Trustee shall provide written notice to the Town Representative of the amount of the excess. Such excess shall be transferred to the Bond Fund to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the Town Representative, the Trustee receives a Town Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, or (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the Town Representative, the amount in the Prepayment Reserve Account exceeds the Prepayment Reserve Requirement, the Trustee shall provide written notice to the Town of the amount of the excess. The amount of such excess on deposit in the Prepayment Reserve Account shall then be transferred by the Trustee first to the Delinquency Reserve Account in the event such account contains less than the Delinquency Reserve Requirement, or, if the Delinquency Reserve Account contains the Delinquency Reserve Requirement then to the Redemption Fund to redeem Bonds as provided in Article IV.

(f) Whenever, on any Interest Payment Date, or on any other date at the written request of the Town Representative, the amount in the Delinquency Reserve Account exceeds

the Delinquency Reserve Requirement, the Trustee shall provide written notice to the Town of the amount of the excess. The amount of such excess on deposit in the Delinquency Reserve Account shall then be transferred by the Trustee to the Redemption Fund to redeem Bonds as provided in Article IV.

(g) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency Reserve Account of the Reserve Fund, second from the Reserve Account of the Reserve Fund and third from the Prepayment Reserve Account to the Bond Fund the amounts necessary to cure such deficiency. The Trustee shall determine the value of cash and investments on deposit in the Delinquency Reserve Account as of September 30 of each year. So long as no Event of Default under this Indenture shall have occurred and be continuing, if as of the date of such determination the value of cash and investments on deposit in the Delinquency Reserve Account exceeds the Delinquency Reserve Fund Requirement for the Bonds, the Trustee shall transfer such excess at the written direction of the Town.

(h) At the final maturity of the Bonds, the amount on deposit in the Reserve Account, the Prepayment Reserve Account and the Delinquency Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(i) If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(j) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal or Maturity amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the Town to be designated "Town of Flower Mound, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the Town and shall not be required to take any action under this Section (including investment of amounts in the Rebate Fund) and Section 7.5(h) in the absence of written instructions from the Town.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the Town may direct the Trustee, pursuant to a Town Order, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The Town shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs and Delinquent Collection Costs.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a Town Order solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund established pursuant to this Indenture shall be invested by the Trustee as directed by the Town pursuant to a Town Order filed with the Trustee at least two (2) days in advance of the making of such investment. Such investments shall be (i) in time deposits or certificates of deposit secured in the manner required by law for public funds, (ii) in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, (iii) in obligations of any agencies or instrumentalities thereof, or (iv) in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be directed by the Town to be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the Town to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment and may receive compensation in connection with any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions of the Town Order. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times

account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the Town monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The Town hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, the Town covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The Town will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the Town will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the Town shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the Town, the Town Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the Town and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) The Town shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this

Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the Town shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. Records, Accounts, Accounting Reports.

The Town hereby covenants and agrees that so long as any of the Bonds or Outstanding Bonds or any interest thereon remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the Town by the Trustee, such holder or duly authorized representative, as applicable. The Town shall provide the Trustee, such holder or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the Town's regular business hours and on a mutually agreeable date not later than thirty days after the Town receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150

of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the 2014 Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the 2014 Bonds), other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates

a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The Town covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Bonds with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall, pursuant to a Town Order, direct the Trustee to transfer to the Rebate Fund from the funds

or subaccounts designated in such Town Order and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Town shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Town Manager, Assistant Town Manager, Finance Director, or Town Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds.

(1) At the time the 2014 Bonds were issued, the Town reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued.

(2) Not more than 50% of the proceeds of the 2014 Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

ARTICLE VIII

LIABILITY OF TOWN

The Town shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The Town shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The Town shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants

or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the Town may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Town and conforming to the requirements of this Indenture. The Town shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the Town to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the Town there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the Town or any of its officers, officials, agents, or employees for damages suffered as a result of the Town's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the Town, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Pledged Revenues or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the Town or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The Town may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Town may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the Town shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Town, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or Town Manager or other person designated by the Town Council to so act on behalf of the Town, and such certificate shall be full warrant to the Town for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the Town may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the Town may employ such persons or entities as it deems necessary or advisable. The Town shall not be liable for any of

the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else appropriate to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the Town and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the Town or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own gross negligence or willful misconduct.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a Town Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such Town Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the Town to the Trustee shall be sufficiently executed if executed in the name of the Town by the Town Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the Town shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession

under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

To the extent permitted by law, the Town agrees to indemnify the Trustee for, and hold it harmless against, any loss, liability, cost, claim or expenses (including fees, costs, and expenses of counsel) incurred by it without negligence or willful misconduct, arising out of or in connection with acting as Trustee hereunder.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the Town or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the Town and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the Town, or (ii) so long as the Town is not in default under this Indenture, the Town. Copies of each such instrument shall be delivered by the Town to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Town or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding

principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the Town.

Until such successor Trustee shall have been appointed by the Owners of the Bonds, the Town shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the Town providing for any such appointment shall be delivered by the Town to the Trustee so appointed and to the predecessor Trustee. The Town shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the Town immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the Town shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the Town an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the Town or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the Town be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the Town.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or

consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the Town and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the Town to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the Town of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the Town and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the Town in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the Town;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the Town and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds; and

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds. The Trustee must receive an opinion of Bond Counsel to the effect that the Supplemental Indenture is authorized or permitted by the terms of the Indenture.

Section 10.2. Owners' Meetings.

The Town may at any time call a meeting of the Owners of the Bonds. In such event the Town is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The Town and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the Town shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the Town and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such

consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the Town and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The Town may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Town, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the Town may select and designate for that purpose, a suitable notation shall be made on such Bond. The Town may determine that new Bonds, so modified as in the opinion of the Town is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the Town to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the Town to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of, Accreted Value, Maturity Amount or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues and the Pledged Revenues must be available to the Town to make any such payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the Town under this Indenture and the continuation thereof for a period of 60 days after written notice to the Town by the Trustee, or by the Owners of at least 25% of the aggregate outstanding principal of the Bonds with a copy to the Trustee, specifying such default by the Owners of at least 25% of the Bonds at the time Outstanding requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be viewed to be an Event of Default if such provision is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Owners of at least 25% of the Bonds then Outstanding, may direct the Trustee to proceed against the Town for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the Town may be sought or shall be permitted.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the Town shall determine, in its absolute discretion, and shall instruct the Trustee by Town Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the Town shall fail to deliver to the Trustee such Town Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the Town by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the Town, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the Town shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the Town to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the Town, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, the Trustee, on behalf of the Town, notwithstanding Section 11.2 hereof, be applied by the Trustee to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment

thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of, Accreted Value, or Maturity Amount of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal, Accreted Value or Maturity Amount due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the Town to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

(a) No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or

partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bond in respect of anything done or suffered to be done by the Town or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the Town will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the Town shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Waiver of Default

With the written consent of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the Town with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Pledged Revenues.

(a) The Town represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Pledged Revenues in the manner and to the extent provided in this Indenture, and that the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The Town shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The Town will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the Town, to the affected property owners on the same statement or such other mechanism that is used by the Town, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town.

Section 12.2. Books of Record – Accounts.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the Town, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The Town shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Town under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the Town will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The Town will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The Town reserves the right, subject to the provisions contained in this Section 13.2, to issue additional obligations under other indentures, assessment ordinances, or similar

agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(b) Other than bonds issued to refund all or a portion of the Bonds, the Town will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Pledged Revenues or Pledged Funds; provided, however, that nothing in this Section shall require the Town to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(c) Notwithstanding any contrary provision of this Indenture, the Town shall not issue additional bonds, notes or other obligations under this Indenture, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than refunding bonds. The Town reserves the right to issue refunding bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding refunding bonds and to pay all costs incident to the refunding bonds, as authorized by the laws of the State.

Section 13.3. Books of Record.

(a) The Town shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the Town, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds which books can be inspected by the Trustee during regular business hours of a Business Day upon request.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on or Maturity Amount of all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been

paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the Town to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Town copies of all such documents as it may have evidencing that the principal of and interest on or Maturity Amount of the Bonds has been paid so that the Town may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled hereunder to receive such amounts, or, if no Person is entitled to receive such amounts, then to the Town.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the Maturity Amount or principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the Town verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the Maturity Amount or principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on or Maturity Amount of the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the Town maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the Town, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the Town shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the Town or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the

Town or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Town or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the Town shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on Town and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any Town Certificate or Town Order, shall be in writing and shall be telexed, cabled, delivered by hand or by overnight delivery service, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail (subject to paragraph (c) below) and addressed as follows:

If to the Town:

Town of Flower Mound, Texas
2121 Cross Timbers Rd.
Flower Mound, Texas 75028
Attn: Town Manager

If to the Trustee
or the Paying Agent/Registrar:

The Bank of New York Mellon Trust Company,
N.A.
2001 Bryan Street, 10th Floor
Dallas, TX 75201
Attn: Corporate Trust Services

Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to the Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Town shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Town whenever a person is to be added or deleted from the listing. If the Town elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Town understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Town shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the Town and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Town. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Town agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Town; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining

portions of this Indenture. The Town hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest, principal, or Maturity Amount (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel (H.B. 89 85th Texas Legislature).

The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 15.11. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited (S.B. 252 85th Texas Legislature).

The Trustee represent that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and its parent company,

wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

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IN WITNESS WHEREOF, the Town and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

TOWN OF FLOWER MOUND, TEXAS

By: _____,
_____, Pricing Officer

Attest:

THERESA SCOTT, Town Secretary

[TOWN SEAL]

Approved as to Form:

Robert Dransfield, Bond Counsel

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., Dallas, Texas
as Trustee

By: _____
Authorized Officer

*Signature Page to Indenture of Trust
relating to
TOWN OF FLOWER MOUND, TEXAS,
SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2019
(RIVER WALK PUBLIC IMPROVEMENT DISTRICT NO. 1)*

EXHIBIT A-1(a) Form of Current Interest Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE TOWN, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

TOWN OF FLOWER MOUND, TEXAS
SPECIAL ASSESSMENT REVENUE REFUNDING BOND, SERIES 2019
(RIVER WALK PUBLIC IMPROVEMENT DISTRICT NO. 1)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	_____	_____	_____

The Town of Flower Mound, Texas (the "Town"), for value received, hereby promises to pay, solely from the Pledged Revenues, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____ and _____ of each year, commencing _____, 20__, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in East Syracuse, New York (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as trustee and paying agent/registrant (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrant, at the Designated

Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the _____ day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the Town having the designation specified in its title (herein referred to as the "Bonds"), dated _____, 20__ and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of August 1, 2019 (the "Indenture"), by and between the Town and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the Town, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) refunding all or a portion of the 2014 Bonds and (ii) paying the costs of issuing the Bonds.

The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$_____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$_____ and pay accreted interest only at their Stated Maturities.

The Bonds are limited obligations of the Town payable solely from the Pledged Revenues as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the Town, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the Town to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the Town, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date (i) shall have been acquired by the Town at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The Town reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part, on _____, such redemption date or dates to be fixed by the Town, at the Redemption Prices shown below, plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Price</u>
On or after _____, 20__	_____%
On or after _____, 20__	_____%
On or after _____, 20__	_____%
On or after _____, 20__	_____%

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on _____, at a Redemption Price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption or extraordinary optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state that the Town may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the Town shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Town and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the Town with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same

Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the Town nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The Town, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the Town nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE TOWN OF FLOWER MOUND, TEXAS, DENTON COUNTY, TEXAS, TARRANT COUNTY, TEXAS OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the Town, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Bond to be executed under the official seal of the Town.

Mayor, Town of Flower Mound, Texas

Town Secretary, Town of Flower Mound, Texas

[Town Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
§
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

The following Certificate of Trustee shall appear on the definitive Bonds:

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

Authorized Signatory

(e) The Initial Current Interest Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A-1, except for the following alterations:

(i) immediately under the name of the Current Interest Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u> "
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(Information to be inserted from Section 3.2(b) hereof); and

(iii) the Initial Current Interest Bond shall be numbered T-1.

EXHIBIT A-2(a) Form of Capital Appreciation Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE TOWN, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

TOWN OF FLOWER MOUND, TEXAS
SPECIAL ASSESSMENT REVENUE REFUNDING BOND, SERIES 2019
(RIVER WALK PUBLIC IMPROVEMENT DISTRICT NO. 1)

<u>STATED</u> <u>MATURITY DATE</u>	<u>YIELD</u>	<u>MATURITY</u> <u>AMOUNT</u>	<u>CUSIP</u> <u>NUMBER</u>
---------------------------------------	--------------	----------------------------------	-------------------------------

The Town of Flower Mound, Texas (the "Town"), for value received, hereby promises to pay, solely from the Pledged Revenues, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption the Maturity Amount, specified above, on the Maturity Date specified above. The Maturity Amount stated above represents the accretion of interest on the original principal amount of this Bond from the date of initial delivery of this Bond to the Purchaser thereof to the Stated Maturity or redemption date (including the initial premium, if any, paid by the Initial Purchaser) and such accretion in values occurring at the Yield and compounding on _____, 20__, and semiannually thereafter on each _____ and _____. A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is attached to this Bond. The Accreted Value with respect to any date other than a _____ or _____ is the amount set forth in the table with respect to the last preceding _____ or _____, as the case may be, plus the portion of the difference between such amount and the amount set forth in the table with respect to the next succeeding _____ or _____, as the case may be, that the number of days (based on 30-day months) from such last preceding _____ or _____, as the case may be, to the date for which such determination is being calculated bears to the total number of days (based on a 360 day year of twelve 30-day months) from such last preceding _____ or _____, as the case may be, to the next succeeding _____ or _____, as the case may be.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The Maturity Amount or Accreted Value of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated corporate trust office (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, N.A., as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

If a date for the payment of the Maturity Amount or Accreted Value on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the Town having the designation specified in its title (herein referred to as the "Bonds"), dated _____, 20__ and issued in the aggregate principal amount of \$_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of August 1, 2019 (the "Indenture"), by and between the Town and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the Town, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) refunding all or a portion of the 2014 Bonds and (ii) paying the costs of issuing the Bonds.

The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$_____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$_____ and pay accreted interest only at their Stated Maturities.

The Bonds are limited obligations of the Town payable solely from the Pledged Revenues as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the Town, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the Town to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in principal amounts of \$5,000 and any multiple thereof.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on _____, at a Redemption Price equal to the Accreted Value of the Bonds called for redemption, to the date fixed for redemption from amounts on deposit in the Redemption Fund as specified in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Town and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the Town with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the Town nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The Town, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the Town nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE TOWN OF FLOWER MOUND, TEXAS, DENTON COUNTY, TEXAS, TARRANT COUNTY, TEXAS OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be

done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the Town, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Bond to be executed under the official seal of the Town.

Mayor, Town of Flower Mound, Texas

Town Secretary, Town of Flower Mound, Texas

[Town Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

The following Certificate of Trustee shall appear on the definitive Bonds:

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
Dallas, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

Authorized Signatory

(e) The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A-2, except for the following alterations:

(i) immediately under the name of the Capital Appreciation Bond the headings “STATED MATURITY DATE,” “YIELD” and “MATURITY AMOUNT” shall be completed with the expression “As Shown Below,” and the reference to the “CUSIP NUMBER” shall be deleted;

(ii) the Initial Capital Appreciation Bond shall be numbered TCA-1; and

(iii) in the first paragraph of the Capital Appreciation Bond, the words “on the Maturity Date, as specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Installment Maturity Amount</u>	<u>Yield”</u>
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(Information to be inserted from Section 3.2(c) hereof)

EXHIBIT B

Accreted Value Table



TOWN COUNCIL AGENDA ITEM NO. 26

REGULAR ITEM

DATE: July 15, 2019

FROM: JP Walton, Assistant to the Town Manager

ITEM: **Consider adoption of the Town Council 2019 Strategic Planning Session Summary Report.**

BACKGROUND INFORMATION: The Town of Flower Mound is guided by its vision statement: “The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.” This vision statement is embraced by the Town Council, Town Manager, and Executive Team, and underpins the Town’s strategic planning and daily operations. The Town’s strategic plan to achieve this vision is set by the Town Council during long-term planning sessions held annually. The Town has been conducting strategic planning since 1997 when it first adopted its vision statement.

Upon adoption of the report, staff will update the Town Council Strategic Plan and begin preparation for adoption following Fiscal Year 2019-2020 Budget approval. Adoption of the report ensures that the Town Council and staff are in alignment with the direction.

The Town Council met on June 21, 2019 to discuss the following topics during their Strategic Planning Session ([packet](#)). The attached report provides responsibility, scope of discussion, considerations, provided direction, timing and next steps for each topic below.

1. Utility Mailer	2. Town Website	3. Development Notifications	4. Public Works Notifications
5. Public Notice Signage	6. Review our Benchmark Cities	7. Summary Page for Certain Items	8. Impacts of Senate Bill 2
9. Debt Discussion	10. Parks Board Input	11. Increased Homestead Exemption/Rate Reduction	12. Reducing Expenses (i.e. Cancelling ACMS Contract)
13. How to Increase Town Revenue	14. Operational Audit of Financial Processes	15. Performance Appraisal Merit System	16. Cultural Arts Center
17. CIP - Required vs Desired	18. Economic Development Process Presentation	19. Review Economic Development Marketing	20. Tax Increment Reinvestment Zone #2 Request
21. Transportation Model Update/Traffic Signal Re-Timing	22. Review of the Town’s Thoroughfare Plan	23. Smart City Transportation Technology	24. Turn Lane Project at FM 3040/FM 2499
25. Shiloh Road Improvements	26. Perimeter Fence Standards	27. Neighborhood and Home Improvement Programs	28. Short Term Rentals

29. Development Process Presentation	30. Limited Residential	31. Master Plan Study of Infill Locations	32. Development Fee Structure Review
33. Development Code Amendments	34. Dockless Electric Scooters	35. Building Code	36. Review the Tree Ordinance

BOARD REVIEW/CITIZEN FEEDBACK: At the beginning of each year, staff solicits topics for discussion from various boards and commissions. This year, the Parks Board, Planning & Zoning Commission, and Transportation Commission elected to provide input.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. June 21, 2019 Town Council Strategic Planning Session Summary Report

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

June 21, 2019 Town Council Strategic Planning Session Summary Report

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
1.	Utility Mailer	COM	Discussed transparency by including a status update of certain items in the utility mailer	Dedicating a section of the utility mailer to display current zoning applications and upcoming TC and Board and Commission meeting dates and times	Design a draft mailer displaying upcoming development projects and public meetings	N/A	1. Design a draft mailer 2. Provide draft mailer to Council
2.	Town Website	COM	A review of the Town’s website design	Discussed the design of the Town’s website to include improving the website’s search function	N/A	N/A	N/A
3.	Development Notifications	DS	Discussed the development notification process for residents	- Discussed current staff initiative of integrating the Interactive Development Map with Notify Me - Discussed current staff initiative of increased communication with HOA organizations - Discussed the development notification 200 ft. boundary and sending the notification to the property owner and the physical address if owner is not the resident	Continue the process to integrate the Interactive Development Map with Notify Me and establish a process to send development notifications to property owners and the physical address	N/A	1. Launch the Interactive Development Map Notify Me 2. Establish a process to send notifications to the property owner and the current resident if different
4.	Public Works Notifications	PW	Discussed the Public Works notification process for residents	Reviewed current CIP and Public Works notification process and the timing of CIP neighborhood meetings	Continue current CIP and Public Works notification process	Ongoing	N/A
5.	Public Notice Signage	DS	Review the Town’s public notice signage as it relates to size and placement	- Discussed public notice signage standards to include location, size, number of signs, and placement of signs - Discussed the possibility of the Town manufacturing standard public notice signs	Convey TC discussion and direction to P&Z to discuss public notice signage standards	N/A	1. Schedule P&Z Work Session
6.	Review our Benchmark Cities	TMO	Review and update the Town’s Benchmark Cities	- Discussed the comparison criteria in which the Town selects our benchmark cities - Discussed certain parameters including location, population size, growth rate, median home value, budget size, employee size, etc.	Review of Benchmark Cities with parameters provided by Council	N/A	1. Review the Town’s Benchmark Cities based on parameters provided by Council 2. Provide Benchmark City Review to Council
7.	Summary Page for Certain Items	DS	Discuss having a summary page on certain Council items	Discussed including a brief summary table in the agenda packet for development projects that includes information regarding location, increased density, increased traffic exceptions, incentives, and return on investment for development	Create a draft summary table for zoning changes that includes parameters discussed by Council	N/A	1. Create a draft summary table for zoning changes 2. Provide draft summary table to Council

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
8.	Impacts of Senate Bill 2	FS	Discuss the impacts of Senate Bill 2 on the Town	Discussed what the impact would be of Senate Bill 2 in the future and how revenues will be impacted	Provide expected impact to ad valorem tax revenues to Council	N/A	1. Provide expected impact to ad valorem tax revenues to Council - COMPLETED
9.	Debt Discussion	FS	Discuss Town Council views of adding deb	- Staff to identify funding sources for each CIP project during the budget work session - Discussed the differences between bonds and Certificates of Obligation	Conduct a Debt per Capita Benchmark Survey	N/A	1. Perform a Debt per Capita Benchmark Survey - COMPLETED 2. Provide results to Council - COMPLETED
10.	Parks Board Input	PR	Consider the topics discussed at the Parks Board Input Session	Parks Board Input topics that were discussed include: - Park Land Acquisition - CAC Expansion/Western Rec Center - Cross Timbers Park Development - Tennis Center - Cultural Arts Festival Fall 2020 - Funding for Art in Parks - Special Needs Structured Recreation	Schedule a Joint Work Session with the Parks Board to discussed board input topics	Next available TC Work Session	1. Schedule a Joint Work Session with the Parks Board
11.	Increased Homestead Exemption/Rate Reduction	FS	Discuss increasing the homestead exemption or reducing the property tax rate if the Town is over the revenue cap	Consider increasing the homestead exemption or reducing the tax rate upon receiving the final tax rolls	N/A	N/A	N/A
12.	Reducing Expenses (i.e. Cancelling ACMS Contract)	FS/PD	Discuss reducing expenses, expectations for the M&O budget, and cancelling the ACMS contract	Discussed the ACMS contract, other possible companies to replace ACMS, and how the Town would staff the crossing guard program to include which department it would fall under if the current contract was canceled.	Research and provide information to compare the current crossing guard contract to additional crossing guard staffing companies and internal staffing options	N/A	1. Research crossing guard staffing companies 2. Analyze internal departmental staffing options 3. Present internal and external options to Council
13.	How to Increase Town Revenue	FS	Discuss ways to increase Town revenue in light of the property tax revenue cap	N/A	N/A	N/A	N/A
14.	Operational Audit of Financial Processes	FS	Discuss inviting a local auditor in for a second opinion regarding our budgeting and financial practices	Hiring a second auditor to analyze the Town’s overall financial philosophy	Provide a draft RFP for a financial consultant and provide to TC	N/A	1. Need more clarification from Council
15.	Performance Appraisal Merit System	HR/TMO	Discuss the creation of a Performance Appraisal Merit System with annual reviews that rewards high achievers	Discussed the current performance appraisal system and the difference between a set standard raise for meeting expectations versus a sliding raise	Research and provide additional information on performance appraisals	Consideration with the budget	1. Analyze the Town’s performance appraisal system 2. Present the performance appraisal system analysis to Council

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
				Discussed a performance appraisal framework for a that excludes First Responders and present to TC			
16.	Cultural Arts Center	ED	Discuss a potential Cultural Arts Center	The Town requests more information regarding: - The type of arts center and location - Funding - Operations - Marketing	Conduct a Cultural Arts Center Feasibility Study	N/A	- RFP for a Feasibility Study - Present results to Council
17.	CIP - Required vs Desired	PW	Conduct a general CIP review discussion to include projects that are required versus desired	- Certain CIP projects are mandatory - Staff to rank non-mandatory projects - Include funding sources for each	Rank the importance/need of CIP Projects and include funding sources	Consideration with the budget	- Rank the importance of CIP projects - Include funding sources for each CIP project - Present to Council
18.	Economic Development Process Presentation	ED	Presentation on the Economic Development process		N/A	N/A	N/A
19.	Review Economic Development Marketing	ED	Review of Economic Development marketing	Focus on supporting existing businesses		N/A	N/A
20.	Tax Increment Reinvestment Zone #2 Request	FS	Discuss the feasibility of the Tax Increment Reinvestment Zone #2 request	Deliberated the results of the feasibility study for a TIRZ in Lakeside Village	Take no further action to create TIRZ #2	N/A	N/A
21.	Transportation Model Update/Traffic Signal Re-Timing	PW	Presentation and discussion on the transportation model update and traffic signal re-timing	Traffic signal re-timing will occur after the transportation model update is complete	Complete the Transportation Model Update and present to TC	N/A	- Complete the Transportation model Update - Present to Transportation Commission - Present to Council
22.	Review of the Town’s Thoroughfare Plan	PW	Review the Town’s Thoroughfare Plan to identify possible short gaps		N/A	N/A	N/A
23.	Smart City Transportation Technology	PW	Presentation and discussion on Smart City Transportation Technology to include traffic monitoring devices	N/A	Send TC a summary of available Smart City transportation technology	N/A	Provide Smart City transportation technology options to Council

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
24.	Turn Lane Project at FM 3040/FM 2499	PW	Discuss adding a turn lane project at FM 3040 and FM 2499 to the CIP	Discussed traffic flow improvements to the FM 3040/FM 2499 intersection by adding southbound left, eastbound left, and westbound right turn lanes	Discuss during the CIP Budget Work Session	Consideration with the budget	1. Present to Council during the CIP Budget Work Session
25.	Shiloh Road Improvements	PW	Discussion regarding possible future Shiloh Road improvements	- Denton County asked the Town to consider improving Shiloh Road and allocated funding for the design - Council does not consider Shiloh Road improvements a priority at this time	Discuss Shiloh Road options further with Double Oak, Bartonville, and Denton County	N/A	1. Meet with Double Oak, Bartonville, and Denton County to discuss Shiloh Road improvements
26.	Perimeter Fence Standards	DS	Discuss perimeter fence standards and options to address the issue of maintenance and repair	Potential amendments to the fence standards regarding: - Subdivision Perimeter Fencing - Park Perimeter Fencing - Resident Requests	Move forward with amendments: Subdivision Perimeter Fencing - allow residents to replace a masonry perimeter fence with a wood fence Park Perimeter Fencing - add tubular steel fence as an option for park perimeter fencing Resident Requests – allow residents to request an exception to perimeter fence standards	N/A	1. Prepare perimeter fence amendments 2. Present to P&Z 3. Present to Council
27.	Neighborhood and Home Improvement Programs	DS	Discuss neighborhood and home improvement programs to increase home values	N/A	N/A	N/A	N/A
28.	Short Term Rentals	DS	Discuss an ordinance regarding short term rentals	Regulating Short Term Rentals by requiring a Specific Use Permit	Continue to work on formulating an ordinance and process to regulate Short Term Rentals by requiring an SUP	N/A	1. Prepare an ordinance that requires a SUP for Short Term Rentals 2. Present to P&Z 3. Present to Council
29.	Development Process Presentation	DS	Presentation of the development process	N/A	N/A	N/A	N/A
30.	Limited Residential	DS	Discuss the definition of Limited Residential for Campus Commercial located in the Lakeside Business District	Discussed the recent Limited Residential ordinance and potentially removing residential as an allowed use in the Lakeside Business District	N/A	N/A	N/A

ITEM	TOPIC	RESPONSIBILITY	SCOPE OF DISCUSSION	CONSIDERATIONS	DIRECTION	TIMING	NEXT STEPS
31.	Master Plan Study of Infill Locations	DS	Discuss performing a master plan study of infill locations	• Compile the remaining infill locations to include zoning and land use • Provide Council with alternative land use and zoning changes where appropriate	Compile a comprehensive list of remaining infill locations and provide to TC	N/A	1. Compile list of remaining infill locations 2. Provide to Council
32.	Development Fee Structure Review	Multiple	Discuss the Town’s development fee structure	• Compare our benchmark cities fees with the Town’s • A comprehensive benchmark fee survey for all fees charged by the Town	Perform a comprehensive benchmark fee survey for all fees charged by the Town	N/A	1. Perform a comprehensive benchmark fee survey 2. Present to Council
33.	Development Code Amendments	DS	Discuss potential development code amendments	Previous SPS TC direction to continuously review the development code and bring forward necessary changes	Directed staff to bring forward necessary changes as they come up	Ongoing	N/A
34.	Dockless Electric Scooters	TMO	Discuss regulating or banning the use of dockless electric scooters within Town limits	Discussed the outright ban of dockless electric scooters as well as regulating them with either a business license or a permit to utilize the Town’s ROW	Compile a list of proposed options to ban or regulate dockless electric scooters and present to TC	N/A	1. Formulate multiple options to ban or regulate dockless electric scooters 2. Present to TC
35.	Building Code	DS	Review the Town’s building code and consider adopting updated codes	• Discussed the Town’s process of updating building codes • The next update is scheduled for the July 15 TC meeting	Adopt the updated building codes	July 15 Council Meeting	1. Present to Council
36.	Review the Tree Ordinance	DS	Review the tree ordinance to clarify when specimen trees are identified, and when they should be considered/submitted for removal	Discussed the process and timing of the tree survey and identifying specimen trees during new development	N/A	N/A	N/A

Town Council Future Agenda Items



SCHEDULED	8/5/2019	Consent	Consider approval of Amendment No. 5 to the Fiscal Year 2018-2019 Capital Improvement Program.
		Consent	Consider approval of Change Order No. 3 for the construction of Firewheel Drive Roadway Improvements project, amending the contract with Cam-Crete Contracting, Inc., to provide for an increase to the contract in the amount of \$41,514.81; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase and installation of a pavilion for the Lakewood Park Pavilion and Improvements project, from Playground Solutions of Texas, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$33,223.60.
		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 a resolution authorizing the adoption of the Program Year 2019 Action Plan for the Community Development Block Grant Program and authorizing the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Consent	Consider approval of the purchase and installation of play equipment for the Lakewood Park Playground as a part of the 2018-19 Playground Replacements project, from Playground Solutions of Texas, Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$248,037.83.
		Consent	Consider approval of the purchase and installation of play equipment for the Gerault Park Playground as a part of the 2018-19 Playground Replacements project, from Child's Play Inc., through the Texas Local Government Purchasing Cooperative, in the amount of \$139,460.00.
		Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2019 and ending September 30, 2020, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on July 15, 2019.
		Consent	Consider approval of an Interlocal Cooperation Agreement with Denton County for the collection of assessments for River Walk Public Improvement District No. 1 for the period beginning October 1, 2019, and ending September 30, 2020, subject to renewal for an additional one-year term; and authorization for the Mayor to execute same on behalf of the Town.

SCHEDULED	8/5/2019	Consent	Consider approval of an ordinance establishing the 2019 certified appraisal roll.
		Consent	Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2019, and ending September 30, 2020.
		Consent	Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2019, and ending September 30, 2020.
		Consent	Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and scheduling August 19, 2019, public hearings on the budget and tax rate, September 3, 2019, public hearing on the tax rate, and scheduling the September 16, 2019, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 19, 2019, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 16, 2019, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 19, 2019, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 16, 2019, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		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, and consider adopting an ordinance for said amendment. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its July 8, 2019, meeting.)
		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, and consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its July 8, 2019, meeting.)

SCHEDULED	8/5/2019	Regular	Consider a request for a Site Plan (SP19-0004 – Argyle ISD High School, Phase 2) to develop a secondary school, with an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances and a request for additional height pursuant to Section 98-1031(d) Additional height, of the Code of Ordinances. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and Stonecrest Road. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its July 22, 2019, meeting.)
	8/15/2019	Work Session	Hold a discussion and provide direction regarding the FY 2019-2020 Proposed Budget, including Community Support funding.
	8/19/2019	Consent	FM 2499 Street Name Change.
		Consent	Gibson Grant Log House CMR.
		Consent	Grady Court Reconstruction - Testing Award.
		Consent	Grady Court Reconstruction - Construction Award.
		Consent	Consider approval of Whyburn Farm Drainage and Easement Agreement; and authorization for the Mayor to execute the same on behalf of the Town.
		Consent	Wastewater Treatment Plant Phase IV - CCA Amendment No. 1.
		Consent	Sidewalk Links (407 - Morriss to Browning) - Design Award.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on August 5, 2019.
		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," and consider adopting an ordinance providing for said amendment. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its July 8, 2019, meeting.)

SCHEDULED	8/19/2019	Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/3/2019	Consent	Red Bud Point Water Service Relocation - Construction Award.
		Consent	FM 2499 @ Silveron Traffic Signal Construction Award.
		Consent	Wastewater Treatment Plant Phase V - CCA
		Consent	Wastewater Treatment Plant Phase V - Testing Award
		Consent	Red Bud Point Water Service Relocation - Testing Award.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on August 19, 2019.
		Regular	Wastewater Treatment Plant Phase V - Construction Award
		Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/16/2019	Consent	Kirkpatrick Lane 12-Inch Waterline - Construction Award.
		Consent	FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Construction Award.
		Consent	Valley Ridge Blvd @ Morriss Rd - Testing Award.
		Consent	Valley Ridge Blvd @ Morriss Rd - Construction Award.
		Consent	Kirkpatrick Lane 12-Inch Waterline - Testing Award.
		Consent	FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Testing Award.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020, and making appropriations for each fund and department.

SCHEDULED	9/16/2019	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020.
		Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2019.
	9/17/2019	Regular	Board and Commission Interviews (9/17 & 9/19)
	9/19/2019	Regular	Board and Commission Interviews (9/17 & 9/19)
	10/7/2019	Consent	Bakers Branch Stabilization @ 621 Somerset - Bagwall
		Consent	Windsor Roundabout Connection - Construction Award.
		Consent	Windsor Roundabout Connection - Testing Award.