

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING; TOWN OF FLOWER MOUND FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SPECIAL MEETING; AND CRIME CONTROL AND PREVENTION DISTRICT SPECIAL MEETING

8/5/2019

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. Recognition of Flower Mound High School's Robotics Club for winning both State and World Robotics Championship competitions.

E. PUBLIC COMMENT

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

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

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

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Financial Review and Scope of Work for possible RFP

Town Council Meeting Agenda

August 5, 2019

Page 2

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 budget work session is scheduled for Thursday, August 15.
2. A regular meeting is scheduled for Monday, August 19.

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 7/15- Consider approval of the minutes from a regular meeting of the Town Council held on July 15, 2019.
2. Denton County ILA - Tax Collection- 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.
3. Denton County ILA - PID Collection- 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.
4. 2019 Certified Appraisal Roll- Consider approval of an ordinance establishing the 2019 certified appraisal roll.
5. Certified Collection Rate- 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.
6. Effective and Rollback Tax Rates- Consider accepting the submission of the notice of an effective tax rate of \$0.427168 per \$100 assessed valuation and a rollback tax rate of \$0.440159 per \$100 assessed valuation for the fiscal year beginning October 1, 2019, and ending September 30, 2020.
7. Schedule Budget & Tax Rate Meetings- Consider proposing a maximum tax rate of \$0.4390 per \$100 valuation for the fiscal year beginning October 1, 2019, and ending September 30, 2020; scheduling the 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 p.m., at Town Hall, located at 2121 Cross Timbers Road. 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.
8. Schedule Crime District Public Hearing- 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.

Town Council Meeting Agenda**August 5, 2019****Page 3**

9. Schedule Fire District Public Hearing- 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.
10. Adventures Guide Printing Contract- Consider approval of Contract No. 2019-147-A with Midway Press for the quarterly Parks and Recreation Adventures Guide; and authorization for the Mayor to execute on behalf of the Town.
11. Gerault Park Playground- 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.
12. 2019 CDBG Action Plan- 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.
13. 2018-19 CIP Amendment 5- Consider approval of Amendment No. 5 to the Fiscal Year 2018-2019 Capital Improvement Program.
14. Lakewood Park Pavilion- 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.
15. Lakewood Park Playground- 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.
16. Amend Municipal Judge Duties- Consider approval of an ordinance amending the duties of the Judge of Municipal Court of Record to modify the number of reports to the Town Council required per year.
17. Firewheel Dr Change Order 3- 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.
18. November Special Election- 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.

K. REGULAR ITEMS

19. ACMS Contract- Discuss and consider options and alternatives as it relates to crossing guard services, including whether or not to continue, amend, or terminate the existing contract for crossing guard services with All Cities Management Services, Inc. (ACMS).

Town Council Meeting Agenda
August 5, 2019
Page 4

20. SP19-0001 - Lakeside Crossing- 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.) (The Town Council moved on July 15, 2019 to postpone until the August 5, 2019, meeting.)
21. SUP19-0002 - Lakeside Crossing- **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.) (The Town Council moved on July 15, 2019 to postpone until the August 5, 2019, meeting.)
22. Lakeside Crossing Ch 380- **Public Hearing** to consider approval of a third amended and restated Chapter 380 Agreement between the Town of Flower Mound and Lakeside Crossing Land Partners, LP (previously Newstream Hotels & Resorts, LLC), and authorization for the Mayor to execute same on behalf of the Town.
23. SP19-0004 Argyle ISD High School- 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 of the Site Plan and denial of the compatibility buffer exception request by requiring the applicant to install the required 6-foot tubular steel iron fence along the southern property line, and install the required landscaping within a 75-foot compatibility buffer along the entire length of the southern property line, by a vote of 3 to 2 at its July 22, 2019, meeting.)

L. BOARDS/COMMISSIONS Pre-Council Room *(Bold text represents boards with vacancies)*

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. Southgate Zoning Interpretation Appeal Process

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.

Town Council Meeting Agenda

August 5, 2019

Page 5

- 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: Friday, August 2, 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. 01

CONSENT ITEM

DATE: August 5, 2019

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on July 15, 2019.

BACKGROUND INFORMATION: The Town Council held a regular meeting on July 15, 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 15TH DAY OF JULY 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
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Lexin Murphy	Director of Planning Services
Tiffany Bruce	Executive Director of Public Works
JP Walton	Assistant to the Town Manager

A. CALL REGULAR MEETING TO ORDER

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

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

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

D. PRESENTATIONS

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

Mayor Dixon presented Abhijay Kodali with a Certificate of Achievement for this accomplishment.

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.	Pete Sogard, 3412 Darcey Ct	1) Senior citizen property tax freeze 2) Airline flights outside of flight path 3) Gravel truck traffic on Flower Mound Rd

2.	Carol Kohankie, 4312 Lauren Way	Alternate parking in older neighborhoods
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Mayor Dixon provided statements of fact regarding property tax exemptions, and DFW traffic patterns.

F. ANNOUNCEMENTS

Councilmember Engel announced that the LISD School Fair is scheduled for August 3rd and mentioned there is a need for doctors and nurses to perform physicals for families that don't have the financial resources to visit a regular doctor.

Councilmember Pierson and Mayor Dixon expressed appreciation for all the work done that resulted in another successful Independence Fest.

Mayor Dixon reported on a recent home fire in his neighborhood. He expressed appreciation for the Town's first responders as well as the community support.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects
 - FM 1171 at River Walk intersection improvement
 - Aberdeen Drive, Phase I
 - Morriss Road
2. Economic Development projects
 - New businesses that opened or coming soon
3. Other
 - Ms. Bruce provided an update on Fairway Drive.

H. FUTURE AGENDA ITEMS

1. Councilmember Engel requested a presentation regarding mutual aid services that the Town provides, and there was Council consensus to proceed.

I. COORDINATION OF CALENDARS

1. The next Town Council regular meeting is scheduled for Monday, August 5, 2019.

Mayor Dixon announced the next regular meeting is scheduled for August 5, 2019.

2. Discuss and consider date options for joint work session with Parks Board.

There was Council discussion regarding date options, followed by Council consensus to proceed with the October 17th date (regular Council work session).

J. CONSENT ITEMS

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

2. Consider approval of the minutes from a Strategic Planning Session of the Town Council held on June 21, 2019.
3. 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.

ORDINANCE NO. 25-19

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.

4. 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. 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. 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.

RESOLUTION NO. 10-19

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.

7. 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. 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.

ORDINANCE NO. 28-19

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.

9. 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.

ORDINANCE NO. 29-19

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.

10. 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.

ORDINANCE NO. 30-19

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.

11. 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.

ORDINANCE NO. 31-19

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.

12. 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.

ORDINANCE NO. 32-19

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.

13. 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.

ORDINANCE NO. 33-19

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.

14. 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. 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. 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. 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.

Deputy Mayor Pro Tem Forest moved to approve by consent Items 1 – 17, as presented in the agenda caption. Mayor Pro Tem Sharma seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

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

Mayor Dixon opened items 18 and 19 at the same time.

18. 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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location of the site
- Land use and zoning
- Exceptions requested
- Site photos
- Master Plan and zoning designation exhibit
- Site/landscape plan
- Conceptual elevations
- Resident concerns (letter from Grand Park Estates HOA)
- Retail – 2 Use
- P & Z Recommendation

and she responded to the following questions from Council:

- What was the HOA's objection to the 6 foot fence
- Was additional screening around the dumpsters discussed with the neighborhood
- Would the applicant be acceptable to using one versus two dumpsters
- What is the area behind where the dumpsters are to be located
- When there are new developments like this, isn't there a required connection to the adjacent property (i.e. Driver's Edge next door)

Applicant Presentation

Patricia Fant, G & A McAdams, 111 Hillside Drive, Lewisville

Ms. Fant gave a presentation identifying or noting:

- Background information regarding her client
- Timeline of the project
- Land use and zoning, including permitted uses
- Aerial of site
- Concept plan
- 3D Aerial

- Exceptions (Masonry wall and detention pond)
- Landscape plan
- Elevations
- Proposed permitted and specific uses

and she responded to the following questions from Council:

- When they relocate will they change their name to Flower Mound Pointe
- Has contact been made with the home owner behind the retaining wall
- Clarification regarding existing and new trees by the residential lot
- Why is a dry pond instead of a wet pond being requested

Mayor Dixon opened the Public Hearing for items 18 and 19 at 6:57 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
Larry Patterson (Faith Lutheran Church - President, Congregation Council), 6000 Morriss Rd	None	None
Austin Adams, 695 Timber Bend, Highland Village		
Brian Weaver, 3605 Parkside Pl		
Chris Carmichael (business owner), 2250 Justin Rd, Ste 140, Highland Village		
Pat Uszler, 330 Valley View Trail, Double Oak*		
Caryn Patterson, 333 Mayfair, Highland Village*		
Louis Jensen, 2500 Russwood Dr*		
Jeff Gappinger, 3303 Pecan Dr*		
Christopher C. Forte, 1709 Glen Aerie, Corinth		
Jerry Gray, 2433 Timber Ridge Ln*		
Jerrold Simmons, 4201 Brazoria Dr, Prosper*		
Colleen Jensen, 2500 Russwood Dr*		
Ransom Alexander, 1216 5 th St, Argyle*		

**submitted a public comment form and indicated do not wish to speak but to record their support*

Mayor Dixon closed the Public Hearing for items 18 and 19 at 7:08 p.m.

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

ORDINANCE NO. 34-19

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.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

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.)

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

ORDINANCE NO. 35-19

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 26-84 AS AMENDED WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 19 (PD-19) ON CERTAIN PROPERTY DESCRIBED AS 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; AND CHANGING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS ON THAT LAND FROM 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; BY ADDING DEVELOPMENT STANDARDS, CONCEPTUAL PLANS, AND ELEVATIONS, 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:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

20. 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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site photos
- Landscape plan

and she responded to the following questions from Council:

- What is different from when this item previously came before Council
- If there is a sidewalk along Gerault
- Clarification that the pond is a standard wet pond with no specific amenities

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

VOTE ON MOTION:

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

Motion passed

21. 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.)

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Site photographs
- Previously approved concept plan

Mayor Dixon opened the Public Hearing at 7:16 p.m. No one spoke in support or opposition. Mayor Dixon closed the Public Hearing at 7:16 p.m.

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

ORDINANCE NO. 36-19

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 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.

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

Mayor Dixon announced that the applicant has requested postponement of items 22 and 23 until August 5, 2019.

22. 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. 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)

Deputy Mayor Pro Tem Forest moved to postpone items 22 and 23 (Lakeside Crossing), including the Public Hearing, to August 5, 2019. Councilmember Engel seconded the motion.

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

24. 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.

Staff Presentation

Ms. Wallace provided background information and explained the purpose of the item.

Consultant Presentation

John Martin, Hilltop Securities

Mr. Martin provided financial information specific to the actual sale and highlighted aspects of the report regarding the Town's financial position, including the Town's overall credit profile and key ratios, and he responded to the following questions from Council:

- What are some of the changes being seen that could shift the dynamics in finance

Council Discussion

There was Council discussion regarding:

- Kudos to the Finance Department on the Financial Officers of Texas Award
- Given the impact of SB 2 there will be a need to closely manage debt and debt service
- How the AAA rating is great but the Town can do better

Deputy Mayor Pro Tem Forest moved to approve item 24 as presented in the agenda caption. Councilmember Engel seconded the motion.

ORDINANCE NO. 26-19

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.

VOTE ON MOTION:

Motion passed

AYES: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

25. 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.

Staff Presentation

Ms. Wallace provided background information and explained the purpose of the item.

Consultant Presentation

John Martin, Hilltop Securities

Mr. Martin provided background information and noted these are special bonds and only impacts the people who reside in the district, and he responded to the following questions from Council:

- Clarification regarding what the Town is currently paying and what is the expectation
- Clarification regarding what's involved on the refinancing aspect

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

ORDINANCE NO. 27-19

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.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

26. Consider adoption of the Town Council 2019 Strategic Planning Session (SPS) Summary Report.

Staff Presentation

Mr. Walton presented the SPS summary report, including a list of discussion topics and subsequent Council direction received.

Ms. Wallace provided background information on the Town's audit process and inquired about Council's interest regarding any changes in that area. Mr. Stathatos also provided background information and indicated that staff is trying to understand what Council wants in order to outline the scope of work in an RFP.

There was Council discussion regarding:

- Not interested in having an additional layer to what exist already; however, more on the lines of a big picture and high level perspective as it relates to a long term plan and Council would make the selection of that group based on an RFP
- Interest in having a holistic view of current and future financial impacts so the Town is not reactive in a crisis situation
- If there is a financial expert in budgets and economy have them look at it from a Town's perspective and not necessarily from a Wall Street perspective
- Outreach efforts to identify if there is a consultant out there that provides this type of service
- The possibility of the Town being a financial participate to offer some relief to residents as it relates to the Town's perimeter fence ordinance requirements, particularly for the older non-HOA neighborhoods
- Request for information to be sent to Council regarding the fence and sidewalk replacement program (what it is and what it does)
- CIP aspects in the SPS needs to be elevated

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: BUMGARNER, FOREST, SHARMA, ENGEL, PIERSON

NAYS: NONE

L. BOARDS/COMMISSIONS (Executive Conference Room)

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

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:06 p.m. on July 15, 2019, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 8:38 p.m. on July 15, 2019, to take action on the items 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.

Councilmember Engel moved to retain outside counsel as discussed in Executive Session. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: PIERSON, ENGEL, SHARMA, FOREST, BUMGARNER

NAYS: NONE

2. Lakeside Crossing 380 Agreement.

- b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.

No action taken.

- c. Discuss and consider 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.

No action taken.

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

No action taken.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 8:38 p.m. on Monday, July 15, 2019, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 02

CONSENT ITEM

DATE: August 5, 2019

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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 automatic renewal for subsequent one-year terms; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Since 1994, the Town has maintained an interlocal cooperation agreement that allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the Town. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The estimated cost of \$34,850 is expected to be paid to Denton County for fiscal year 2019-2020 for these services.

This agreement is subject to automatic renewal for additional one-year terms at the discretion of the Denton County Commissioner's Court and the Town Council of the Town of Flower Mound, unless terminated by written notice by either party.

The Texas Government Code, Title 7, Chapter 791 "Interlocal Cooperation Act" authorizes the Town to contract with Denton County for this service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$34,850

Proposed Expenditure:	Account Number(s):
\$34,850	100-650-54200-5110

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Interlocal Cooperation Agreement – Tax Collections

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX
ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY, TEXAS
AND
CITY/TOWN OF Flower Mound, TEXAS**

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY," and **CITY/TOWN OF Flower Mound**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY.**"

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, and Section 6.24; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "tax year" means tax year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "tax year" means the year following the previous term's "tax year", and the term "collection_year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "tax year" means tax year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "tax year" means tax year 2020 and the term "collection year" means 2021, and so on.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for **Denton and Collin Counties** in the **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax Code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 of the Texas Tax Code; and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY**, however all calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and that such calculation will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the

Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. It is understood and agreed to by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY's** billing address to the newspaper publishing the effective and rollback tax rates. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **MUNICIPALITY** must notify **COUNTY** no later than May 20th of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code, if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector before notices may be appropriately submitted to the appraisal **MUNICIPALITY**, newspapers, etc. as required by law.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Rollback Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors,

subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. Pursuant to Texas Property Tax Code §26.05(a), the **MUNICIPALITY** must adopt its tax year tax rate before the later of the applicable dates set forth therein. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than said adoption deadline. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by the adoption deadline set forth in §26.05(a) may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

5. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will, pursuant to Property Tax Code Section 26.07(f), mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

6. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost"

includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 7 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback election as described takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

7. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the

expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

MUNICIPALITY:

Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

XII.

MUNICIPALITY hereby designates Debra Wallace to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, 5th day of August
2019.

COUNTY

MUNICIPALITY

Denton County Texas
110 West Hickory
Denton, Texas 76201

Flower Mound

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Steve Dixon
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Theresa Scott
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Assistant District Attorney



TOWN COUNCIL AGENDA ITEM NO. 03

CONSENT ITEM

DATE: August 5, 2019

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: 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 automatic renewal for subsequent one-year terms; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This interlocal cooperation agreement allows the Denton County Tax Assessor-Collector's office to serve as tax assessor-collector for the River Walk Public Improvement District No. 1. In essence, this agreement authorizes the County to perform all acts necessary and proper to assess and collect taxes, penalties, interest, and attorney's fees on behalf of the Town. The cost will be paid by the River Walk Public Improvement District No. 1.

The Texas Government Code, Title 7, Chapter 791 "Interlocal Cooperation Act" authorizes the Town to contract with Denton County for this service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Interlocal Cooperation Agreement for River Walk Public Improvement District No. 1 Tax Collections

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND**

CITY/TOWN OF Flower Mound **PUBLIC**

IMPROVEMENT DISTRICT River Walk Improvement District No. 1

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS
COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Flower Mound, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

Flower Mound

PUBLIC IMPROVEMENT DISTRICT River Walk Improvement District No. 1, hereinafter referred to as

DISTRICT, and has levied special rate based assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "assessments year" means assessments year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "assessments year" means the year following the previous term's "assessments year", and the term "collection year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "assessments year" means assessments year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "assessments year" means assessments year 2020 and the term "collection year" means 2021, and so on.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** rate based assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations and provide daily and monthly collection reports to **CITY/TOWN**.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify

the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREE**

MENT.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the assessment rate levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 15th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment rate is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments become due on receipt of the assessments/tax statement each year. The **DISTRICT** rate based assessment shall

be entered in to the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the APPRAISAL DISTRICT records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event **DISTRICT** levies a supplemental corrected rate based assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected rate based assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment rate is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected

assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Paragraph 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

CITY/TOWN:

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

XII.

CITY/TOWN hereby designates Debra Wallace to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, 5th day of August
2019.

COUNTY

CITY/TOWN

Denton County Texas
110 West Hickory
Denton, Texas 76201

Town of Flower Mound

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: Steve Dixon
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Theresa Scott
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Assistant District Attorney



TOWN COUNCIL AGENDA ITEM NO. 04

CONSENT ITEM

DATE: August 5, 2019
FROM: Tammy Wilson, Executive Director of Financial Services
ITEM: Consider approval of an ordinance establishing the 2019 certified appraisal roll.

BACKGROUND INFORMATION: Approval of the certified appraisal roll is an annual process required by the Texas Property Tax Code. The Town will also be required to approve the tax roll after the rate is set. The roll lists all the taxable property and values within the Town limits for 2019.

There are three main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) set the value of the property in our Town's limits each year. Second, the Appraisal Review Boards (ARB) settle any disagreements between the taxpayers and the DCAD or the TAD about the value of any property under protest. Third, the Town decides how much money it will need to spend to provide services to taxpayers. This determines the total amount of taxes that will need to be collected.

The preliminary appraisal was provided by the DCAD and the TAD in mid-May and the certified appraisal roll was provided in late July. The Chief Appraisers certify the appraisal rolls that allows the Town to calculate and submit the effective and rollback tax rates.

The total taxable value on the 2019 appraisal roll including estimated values under protest is \$11,882,124,052. Once the tax rate is approved, the Town will be able to calculate its 2019 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service. On September 19, 2005, an ordinance was approved establishing a Tax Increment Reinvestment Zone (TIRZ). Approximately \$981,479,226 of the 2019 appraisal roll is the incremental difference between the 2005 and 2019 appraised value of properties in the TIRZ.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft Ordinance

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, APPROVING THE 2019 APPRAISAL ROLL; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District (DCAD) and the Tarrant Appraisal District (TAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Flower Mound, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and TAD to calculate the tax rate and rollback tax rate applicable to taxable property in the Town; and

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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 legislative and factual determinations of the Town and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Town Council hereby approves the 2019 appraisal roll of the Town, in the amount of \$11,882,124,052 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Board of the DCAD and the TAD.

SECTION 3

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

ORDINANCE NO. _____**PAGE 2****SECTION 4**

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL
OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____,
ON THIS 5th DAY OF AUGUST, 2019.**

APPROVED:

Steve Dixon, MAYOR**ATTEST:**

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 05

CONSENT ITEM

DATE: August 5, 2019

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: **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.**

BACKGROUND INFORMATION: Ad valorem tax collection revenue is divided between the General Fund (for operation and maintenance), the Debt Service Fund (for payment of principal and interest on debt obligations), and the Tax Increment Reinvestment Zone (TIRZ) Fund. The Town's current rate of collection of ad valorem taxes is expected to meet or exceed 100 percent.

The purpose of this agenda item is to certify that the anticipated collection rate used for the General Fund, Debt Service Fund, and the TIRZ Fund is 100 percent for the 2019-2020 fiscal year, which is one of the steps required by state law to establish the 2019-2020 tax rate. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws have two purposes: 1) to make taxpayers aware of tax rate proposals; and 2) to allow taxpayers, in certain cases, to roll back or limit a tax increase.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 06

CONSENT ITEM

DATE: August 5, 2019

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: **Consider accepting the submission of the notice of an effective tax rate of \$0.427168 per \$100 assessed valuation and a rollback tax rate of \$0.440159 per \$100 assessed valuation for the fiscal year beginning October 1, 2019, and ending September 30, 2020.**

BACKGROUND INFORMATION: State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their effective and rollback tax rates and the notice-and-hearing limit for the upcoming fiscal year. The effective tax rate allows the public to evaluate the relationship between taxes for the current fiscal year and the upcoming fiscal year. This rate will produce the same amount of tax revenue if applied to the same properties in both years. The rollback rate is the highest tax rate the Town can set before taxpayers can start rollback procedures.

All taxing units that levied property taxes in 2018 and intend to levy them in 2019 must calculate an effective tax rate and a rollback tax rate. Although the actual calculation is more detailed, the Town's effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The effective tax rate enables the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The rollback rate calculation is split into two separate components: an operating and maintenance rate and a debt rate. The rollback rate calculation allows municipalities to raise 108 percent of the operating and maintenance money raised in the prior year, plus the necessary debt rate.

State law also requires municipalities to publish the effective and rollback tax rates, and to hold two public hearings if the proposed tax rate exceeds the lower of the effective or rollback tax rate.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 07

CONSENT ITEM

DATE: August 5, 2019

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider proposing a maximum tax rate of \$0.4390 per \$100 valuation for the fiscal year beginning October 1, 2019, and ending September 30, 2020; scheduling the 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 p.m., at Town Hall, located at 2121 Cross Timbers Road.

BACKGROUND INFORMATION: Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to roll back or limit a tax increase. The Town Council must take a record vote on the maximum tax rate to be considered for the upcoming fiscal year. The adopted tax rate may not exceed this maximum rate.

The Town is required to hold two public hearings on the tax rate and publish a notice in the newspaper, on TV, and web site before adopting a tax rate that exceeds \$0.427168 (the lower of the rollback rate or the effective tax rate).

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law. This public hearing is in addition to the tax rate public hearings required by the State Property Tax Code.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$51,901,712 (based on certified roll at collection rate of 99.5%)

Proposed Revenue:	Account Number(s):
\$38,667,363	100-4105 Property Taxes
8,947,199	110-4105 Property Taxes
4,287,150	308-4105 Property Taxes

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

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 08

CONSENT ITEM

DATE: August 5, 2019

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: **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.**

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 19, 2019, public hearing on the Town of Flower Mound Crime Control and Prevention District (Crime District) budget and schedule the September 16, 2019, adoption of the FY 2019-2020 Crime District budget.

At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Crime District, adopted alternative budget procedures for the Crime District to follow similar procedures and dates to the Town's annual budget.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 09

CONSENT ITEM

DATE: August 5, 2019

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: **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.**

BACKGROUND INFORMATION: The purpose of this agenda item is to schedule the August 19, 2019, public hearing on the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District (Fire District) budget and schedule the September 16, 2019, adoption of the FY 2019-2020 Fire District budget.

At the March 3, 2008, Town Council meeting, the Town Council acting as the Board of Directors for the Fire District, adopted alternative budget procedures for the Fire District to follow similar procedures and dates to the Town's annual budget.

Section 9.06 of the Town Charter requires the Town Council to fix the time and place of the public hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

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



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: August 5, 2019

FROM: Chuck Jennings, Director of Parks and Recreation Services

ITEM: **Consider approval of Contract No. 2019-147-A with Midway Press for the printing of the Parks and Recreation Adventures Guide; and authorization for the Mayor to execute on behalf of the Town.**

BACKGROUND INFORMATION: Solicitation No. 2019-147-A for the printing of the Parks and Recreation Department's Adventures Guide with specifications was issued on June 9, 2019, for an annual contract with (4) one-year renewal options. Six (6) submittals were received by the deadline. The annual contract is being awarded based on an evaluation of company history and experience, detailed pricing and delivery, samples and references as outlined in bid submission documentation. Midway Press was selected based on the evaluation criteria for an estimated annual expenditure of \$23,000. Midway Press is a family-owned company based in Dallas, TX, and has been in operations since 1985. Midway Press has printed the Parks and Recreation Department's Adventures Guide since 2015.

The Adventures Guide is printed three (3) times a year, and is mailed to every resident and business in Flower Mound (approximately 26,000 copies). Additional copies are made available at the Community Activity Center, Senior Center, and Town Hall, which include the guides in welcome packets given to every new Flower Mound resident. According to recent research by The Learning Resources Network, 70% of program registrations are generated through printed brochures, and the Adventures Guide is a core component of the department's current marketing strategies.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: Amount not to exceed \$23,000

Proposed Expenditure/(Revenue):	Account Number(s):
\$23,000/year	100-630-34400-5200

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

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

ATTACHMENTS:

1. Contract No. 2019-174-A

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

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR SERVICES/PRODUCTS**

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

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

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

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

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

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.
- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

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

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

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

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

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

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

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

22. **ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
23. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
24. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
25. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
26. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

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

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

Name: _____
 Title: _____
 Company Name: _____
 Address: _____
 City, State, Zip: _____

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

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

AGREED TO BY: MIDWAY PRESS, LTD TOWN OF FLOWER MOUND, TEXAS

By: _____
 Name: _____
 Title: _____

By: _____
 Mayor Steve Dixon

Date: _____

Date: _____

Attachment A

Quote
for
Town of Flower Mound
Community Services Adventure Guide

June 6, 2019

Midway Press, Ltd. will provide the following printing services:

- Paper: CV: 70# Gloss Book #3 Interior: 50# Offset
- Finished size: 8.5" X 11"
- Color: 4/4
- Binding: Saddle Stitched
- Mailing: Included, process customer supplied mail list, ink jet and sort, and prepare postal paperwork
- Finishing: Strap tied and skid packed
- Delivery: Not Included

Quantity: 25,000

4 + 20:	\$6,169.60
4 + 24:	\$6,611.22
4 + 28:	\$7,962.83
4 + 32:	\$7,594.47

Delivery to Metro Mailer: \$130.00

Delivery to Flower Mound Activity Center: \$130.00

This bid is good for the above stated job specifications. Any changes to the above could affect the pricing of this job.

Accepted by:

Presented by:

 Town of Flower Mound

 Midway Press, Ltd.

Due to the volatility of the current paper market, these prices are subject to any change in paper costs.

History of Midway Press

Midway Press has been a preferred publication printer since our inception in June 1985. We're proud to be a family-owned company and are dedicated to providing top-quality products with unmatched customer service at competitive prices. We pride ourselves on the partnerships we form with all of our clients. By constantly investing in our company, Midway is able to offer comprehensive printing capabilities while ensuring that our production processes are as efficient as possible.

In 2006, we moved from our original location in Addison to our current home on Regal Row in Dallas. Since then, thanks to the growth of our customer base, we've expanded our footprint into a larger facility that houses our sales and service offices and ever-expanding printing and binding operations.

At Midway Press, we firmly believe in the power of partnerships. Delivering unmatched customer service and establishing lasting and mutually beneficial relationships with our clients is of the utmost importance to us. As a Midway client, you'll have complete accessibility to all of our resources, and we'll be available throughout the production process to make sure everything flows seamlessly, from start to finish, with complete transparency.

We take our impact on the environment seriously. Midway is committed to an extensive recycling program, including everything from paper and inks to the plates we use on our presses.

Last year, Midway recycled 2,701 tons of material. As a result, we saved 45,917 trees and 18.9+ million gallons of water, kept 8,913 cubic yards of refuse from going into a landfill, and reduced the emission of air-polluting chemicals by 162,000 pounds.

We're proud of our efforts and continually strive to do whatever we can to protect the environment!

Timeline of a job at Midway Press

When bringing a job to Midway Press, the process starts with the customer uploading their print ready, single PDF files to Midway. We accept files through a FTP site or through Insite, whichever avenue the customer feels most comfortable using. Midway will plate the job for press. For the Town of Flower Mound, the job will be running on our heat set presses.

One signatures are printed on the press, the job will move to bindery to be stitched and trimmed.

All of the production will take place at our location on Regal Row in Dallas. Depending on the time of month the job comes in, turnaround time is usually 5-12 days. The more in advance we are given notice of a job, the quicker the turnaround time can be.

MIDWAY PRESS REFERENCES

Austin Woman

Melinda Garvey

Melinda@awmediainc.com

512-328-2421

Senior News

Don McNeil

Donovan_mcneil@imap.cc

800-736-7350

Avid Golfer

Craig Rosengarden

craig@myavidgolfer.com

972-550-9000

Frisco Style

Chris Johnson

chris@stylepublishing.com

972-335-1181



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: August 5, 2019

FROM: Kari Biddix, Park Development Manager

ITEM: 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.

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

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: \$139,460.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$139,460.00	317-110-90819

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

This project is included in the FY2018-2019 Playground Replacements project. (Lakewood, Stone Creek, Thrush West & Gerault) Total project cost is \$1,000,000. Funding sources are:

- Dedicated Sales Tax \$ 1,000,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BuyBoard Proposal
2. Play equipment picture

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

Child's Play, Inc.
 10661 Shady Trail
 Dallas, TX 75220
 (P) 972-484-0600 (F) 972-484-0333

ADDRESS

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

SHIP TO

Gerault Park
 1200 Gerault Road
 Flower Mound, TX 75028

QUOTE #	DATE	EXPIRATION DATE
19-3164	06/27/2019	08/28/2019

PROJECT

Gerault Park

SALES REP

KR

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNUIN Custom Nucleus/Intensity Series Playground Structure with Music Pieces, Full Color Pennant Flags & (3) Full Color 2 Sided Panels - Ages 2-12 Structure	1	66,783.00	66,783.00
Freight Freight	1	3,885.00	3,885.00
Site Work Removal of Existing Play Structure, Wood Fiber & Haul Off	1	5,650.00	5,650.00
Geo Textile Fabric Geo Textile Fabric	1	450.00	450.00
Gravel 3/8 Minus #10 Chat Drainage Gravel, Installed & Compacted	1	7,320.00	7,320.00
Installation Professional Turn-Key Installation of All Playground Equipment	1	18,550.00	18,550.00
PIP Rubber 5.5" Bondflex Poured-In-Place Rubber Surfacing System - Approx. 2,584 sq. ft. - 100% with Graphic Designs	1	36,822.00	36,822.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #512-16, Vendor #1501	1	0.00	0.00

TOTAL

\$139,460.00

Accepted By

Accepted Date



ATTACHMENT 2



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: August 5, 2019

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: **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.**

BACKGROUND INFORMATION: This item is to consider approval of Flower Mound's Program Year 2019 Annual Action Plan, which specifies that Community Development Block Grant (CDBG) funds will continue to be used for planning and administration, to subsidize Town-wide transit service for the Town's elderly and adults with severe disabilities, and to continue funding the Residential Rehabilitation Program and the Minor Home Repair Program.

During 2002, the U.S. Department of Housing and Urban Development (HUD) recognized Flower Mound (the Town) as an Entitlement Community having a population exceeding 50,000 and awarded the Town a CDBG).

In April, HUD notified the Town that our jurisdiction's 2019 allocation is \$213,805. In order to receive funding, the law requires the Town to prepare and maintain a five-year Consolidated Plan and a yearly Action Plan declaring how CDBG funds will be used.

Each year, the Town sets out in detail which annual activities it will carry out and how much money will be spent on them in order to achieve the identified strategic goals. The Town's CDBG Executive Advisory Committee evaluates available information and considers citizen input prior to making a recommendation to the Town Council as to how CDBG funds can be used most effectively.

Flower Mound's Program Year 2015-2019 Strategic Plan for Housing and Community Development was approved by the Town Council on July 3, 2015 and accepted by HUD on October 1, 2015.

BOARD REVIEW/CITIZEN FEEDBACK: Grants staff held a public hearing on June 18, 2019 to discuss the Action Plan. The Action Plan was also available for public comment for 30 business days on the Town website, at the Library, and at Town Hall. Staff did not receive any comments during these opportunities for feedback.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$0 net impact

Proposed Expenditure:	Account Number(s):
\$213,805	CDBG Grant Fund
Proposed Revenue:	Account Number(s):
\$(213,805)	361-4605

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

LEGAL REVIEW: Stacie S. White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2019 Action Plan for Housing and Community Development as to form and legality.

ATTACHMENTS:

1. Draft Resolution
2. Proposed Program Year 2019 Annual Action Plan

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF THE PROGRAM YEAR 2019 ACTION PLAN UNDER THE TOWN'S COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR TO EXECUTE THE ACTION PLAN ON BEHALF OF THE TOWN AND SUBMIT IT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Program Year 2019 Action Plan (the "Plan") must be adopted by the Town of Flower Mound (the "Town") in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart B. McKinney Act of 1987, as amended; and

WHEREAS, the Plan has been made available for public review and comment for a thirty (30) business day period; and

WHEREAS, the Flower Mound Community Development Block Grant Advisory Committee (the "Committee") held a public hearing to allow for public comments regarding the Plan; and

WHEREAS, the Committee received no public comments during either of the aforementioned opportunities for feedback; and

WHEREAS, the Town Council has determined that it is in the best interest of the residents of the Town to adopt the Program Year 2019 Action Plan and to authorize the Mayor to execute the Plan on behalf of the Town and submit same to the U.S. Department of Housing and Urban Development.

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

SECTION 1

That all of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound's Program Year 2019 Action Plan for Housing and Community Development attached hereto as "Attachment 2" is hereby adopted.

SECTION 3

The Mayor is authorized to execute the Program Year 2019 Action Plan for Housing and Community Development on behalf of the Town and submit it to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. _____

SECTION 4

This Resolution shall become effective upon its adoption.

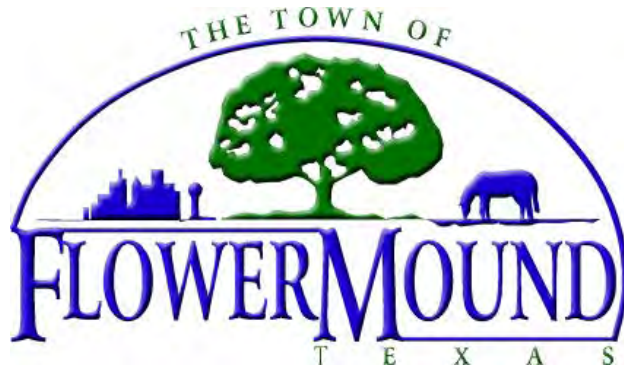
**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 5th DAY OF
AUGUST, 2019.**

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN OF FLOWER MOUND

PROGRAM YEAR 2019

ANNUAL ACTION PLAN

Prepared for the U. S. Dept. of Housing and Urban Development

EXECUTIVE SUMMARY

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires that the Town of Flower Mound submit an Annual Action Plan every year in order to receive federal grant funds, which provide services and activities that benefit primarily low-to-moderate income individuals and households. The Town's 2019 Annual Action Plan outlines the activities that the Town will pursue with federal funds to meet the goals laid out in its 2015-2019 Consolidated Plan.

The Town of Flower Mound has demonstrated a commitment to serving its residents with the greatest needs. In addition to carrying out its Community Development Block Grant (CDBG) funded projects, the Town reaffirms this commitment by executing numerous other activities that benefit the entire community, including Flower Mound's low-and moderate-income residents. These activities include, improving and maintaining public facilities, parks, recreational facilities, streets and sidewalks, planting trees, maintaining the residential homestead exemption for those with disabilities and individuals sixty-five years and older, and fostering a balanced tax base and increased local employment by working to increase the number of businesses located in Flower Mound.

Summarize the Objectives and Outcomes Identified in the Plan

Based on the level of CDBG funding expected this fiscal year and the goals put forth in the 2015-2019 Consolidated Plan, the Town has laid out objectives and outcomes to address the two following identified needs:

1. Continuous challenges in the Town's aging infrastructure. The Town believes it is imperative to maintain the Town's housing stock.
2. The absence of public transportation hurts the Town's elderly and disabled residents.

These outcomes and objectives can be found in the section titled "Annual Goals and Objectives" and include preserving the Town's existing housing stock by continuing the Residential Rehabilitation Program and Minor Home Repair Program and supporting a town-wide transportation service for the Town's elderly and residents with disabilities.

Evaluation of Past Performance

Progress toward Annual Action Plan goals are reported every year through the Consolidated Annual Performance and Evaluation Report (CAPER). The 2017 CAPER reported the results achieved in the third year of the Town's 2015-2019 Consolidated Plan.

Currently, the Town is on track to meet or exceed its housing and community development goals with the Residential Rehabilitation Program, the Minor Home Repair Program and the Town-wide Transportation Service.

The Town of Flower Mound's CDBG investments have been used to make long-lasting impacts on the Town's residents. The Town's CDBG accomplishments include completing eighteen Residential Rehabilitation Program projects, completing six projects as part of its Minor Home Repair Program, and subsidizing the town-wide transportation service for the elderly and those with disabilities.

It is important to note that the Town expended all of its CDBG funds for activities that principally benefitted low-and-moderate-income residents, with the exception of funds allocated toward Planning and Administration.

Summary of Citizen Participation Process and Consultation Process

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager and Deputy Town Manager/CFO. In addition to oversight

and input from the committee, the Town also hosts a public hearing and a public comment period that lasts 30 business days for the Annual Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall, the Library and information published on social media and the Town's website.

During years in which the Town develops a Consolidated Plan, the Town includes an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site.

Summary of Public Comments

Public Comments are summarized in the citizen participation appendix.

Summary of comments or views not accepted and the reasons for not accepting them.

All public comments and views were accepted.

Summary

The Town of Flower Mound's 2019 Annual Action Plan sets forth objectives, strategies and goals for improving the quality of life of low-to-moderate-income residents of the Town during the planning year in accordance with the Town's 2015-2019 Consolidated Plan.

LEAD AND RESPONSIBLE AGENCIES

Narrative

Leadership responsibility for the success of this program ultimately rests with the Town of Flower Mound and, more specifically, with the Financial Services Department. Financial Services staff assists in coordinating the efforts of the entities involved, making periodic progress reports to federal, state and local governmental bodies and encouraging involvement from the business community.

Annual Action Plan Public Contact Information

Town of Flower Mound
c/o Brittnei Barnett
Grants and Financial Analyst
2121 Cross Timbers Rd.
Flower Mound, TX 75028
972-874-6040
Brittnei.Barnett@Flower-Mound.com

CONSULTATION

Introduction

The Town of Flower Mound's Financial Services Department is responsible for coordinating the consultation process for the Annual Action Plan. The Annual Action Plan is published on the Town's website and made available for review at Town Hall and the Flower Mound Public Library. The Citizen Participation Plan outlines the Town's policies and procedures for citizen input and participation in the grant process, such as providing the Town with information on housing and community development needs as part of the preparation of the Annual Action Plan. Additionally, the Town conducts at least one public hearing during the development process before the Annual Action Plan is finalized and allows for a comment period lasting 30 business days to obtain residents' feedback and questions. Public hearings

are held at Town Hall, which is easily accessible to all residents. The Town also provides updates and information about the process as needed at meetings with local agencies such as the quarterly Agency Roundtable and the Denton County Homeless Coalition meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.

As needed, the Town's Financial Services Department provides technical assistance and information to private and public organizations that seek to provide affordable housing and support services to residents of Flower Mound. The Town will continue to promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized.

While preparing the Annual Action Plan, the Town consulted with and collected information from various Town departments and outside agencies that are responsible for administering programs covered or affected by the Annual Action Plan. Some of these outside agencies include the Denton Housing Authority and Denton County Homeless Coalition.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Town of Flower Mound is an active member of the Denton County Homeless Coalition, as well as the Denton County Homeless Coalition Steering Committee. Although, per the Point-in-Time Count conducted by the Denton County Homeless Coalition, there are no known homeless individuals in Flower Mound, staff participates in the meetings to ensure that services are available for those currently at risk of becoming homeless as well as those who are actually homeless, should the need arise.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Although the Town does not receive an allocation of Emergency Solutions Grant funding, the Town coordinates with the local CoC through regular attendance, membership and participation in various committees within the Denton County Homeless Coalition. The Town also assists the Coalition with the annual Point-in-Time Count and coordinates with the Coalition in finalizing results and utilizing data for the planning of services for homeless individuals in Denton County.

Identify any Agency Types not consulted and provide rationale for not consulting:

The Town made every effort to consult all relevant agency types and did not specifically or purposefully exclude any particular agency type.

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

Lead Organization: Denton County Homeless Coalition

How do the goals of your Strategic Plan overlap with the goals of each plan:

The Strategic Plan incorporates strategies and efforts implemented by the CoC.

Narrative (Optional)

Please see above.

PARTICIPATION

Summarize citizen participation process and how it impacted goal-setting.

The Citizen Participation Process includes the integral participation of a 12-member Community Development Advisory Committee. The committee is comprised of Town employees from various departments, as well as the Town Manager and Deputy Town Manager/CFO. In addition to oversight and input from the committee, the Town also hosts a public hearing and provides a public comment period for 30 business days for the Annual Action Plan. The Town promotes the public meetings through local print media as well as postings at Town Hall and the Library. Information is also published on the Town's social media accounts and the Town website.

During years in which the Town develops a Consolidated Plan, the Town conducts an additional public hearing and a more expansive public comment period. Additionally, during the drafting of consolidated plans, the Town utilizes a public survey to solicit detailed concerns and comments from residents. The survey is available electronically on the Town's website and is promoted on the Town's social media site. The Public Hearing for this year's Annual Action Plan was held at Town Hall, which is easily accessible to all Town residents, including those with disabilities. All meeting notices stated that translation services were available upon request and that people with disabilities would be accommodated upon request. Public notices of the meeting were posted at Town Hall and Flower Mound Public Library. Both of these buildings are accessible to those with limited mobility.

For the PY 2019 Annual Action Plan, the Town consulted with and acquired information from a number of individuals, including Community Development Advisory Committee members, Denton County, Denton County Homeless Coalition, public service agencies and staff in various Town departments. The goals and priorities for the Annual Action Plan were greatly impacted by feedback garnered from these various efforts as well as the Town's current Consolidated Plan.

EXPECTED RESOURCES

Introduction:

This section discusses the resources that will be used to meet the goals of the 2019 Annual Action Plan.

Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:

The Town's Financial Services Department is the lead agency for the implementation of the Community Development Plan and the administration of CDBG funding. Internally, the Financial Services Department works in collaboration with all Town departments to deliver projects, services and other benefits to eligible clients. Externally, the Department works with clients and subrecipients of the program.

To effectively implement the Community Development Plan, funding for carrying out the plan comes from CDGB funds as well as the Town Council. The Town Council makes available an average of more than \$250,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Additionally, the contracted provider of the Town's transportation program applied and received a grant last year from the North Central Texas Council of Governments, funded by the Federal Transit Administration. This 3-year grant totals \$159,398, and along with our CDBG allocation, will go a long way in supporting the Town-wide Transportation Program, which has seen a significant increase in eligible riders over the past few years.

There are no matching requirements for CDBG funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

The Town does not intend to use publicly owned land or property to fulfill the goals of the 2019 Annual Action Plan.

Discussion:

Please see above.

ANNUAL GOALS AND OBJECTIVES

Goals:

1. Preserve Existing Housing Stock: Continue to fund the Town's Residential Rehabilitation Program and Minor Home Repair Program. These programs are designed to expand the supply of decent, safe, sanitary and affordable housing, to correct health and safety hazards in deteriorated housing and to extend the useful life of existing housing units.

Quantity: 4 (Homeowner Housing Rehabilitated)

2. Transportation Services: Continue to fund the Town's town-wide transit service for the Town's elderly who are 65 years and older and adults with severe disabilities. This is a Town-wide project to be carried out within the boundaries of the Town of Flower Mound, Denton County, Texas.

Quantity: 25 (Public service activities other than Low/Moderate Income Housing Benefit)

3. Planning and Administration: Up to 20 percent of total CDBG grant expenditures will be used for planning and administration.

Quantity: 1 (Other)

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b): 4

PROJECTS

Introduction:

This document serves as the Town of Flower Mound's 2019 Annual Action Plan for the Community Development Block Grant (CDBG) Program. In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the Town of Flower Mound is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2019 program year to address Flower Mound's strategies stated in the 2015-2019 Consolidated Plan for Housing and Community Development. The following five-year goals were identified in the 2015-2019 Consolidated Plan:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program and Minor Home Repair Program.
- Planning and Administration
- Provide transportation services through a Town-wide program for adults who are 65 and older and adults with disabilities.

This section details the projects proposed for the 2019-2020 program year.

Projects:**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:**

- \$32,000- Town-wide transit service
- \$10,000- Planning and Administration
- \$30,000- Minor Home Repair
- \$141,805- Residential Rehabilitation Program

The Town, under advisement from the Community Development Advisory Committee, has allocated funds to its various projects based on past performance and anticipated need. The largest obstacle the Town faces in addressing the underserved needs is a lack of sufficient resources.

GEOGRAPHIC DISTRIBUTION**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:**

Because of the size of the Town's funding allocation, the Advisory Committee decided not to target a certain area of the Town for assistance. All of the activities are intended to have a town-wide benefit.

Geographic Distribution: Town of Flower Mound- 100%

Rationale for the priorities for allocating investments geographically N/A

Discussion: Please see above.

AFFORDABLE HOUSING**Introduction:**

This section summarizes the affordable housing goals for the 2019 Action Plan. The Town of Flower Mound is proposing to use about **80 percent** of its 2019 CDBG allocation to fund the rehabilitation of homes owned and occupied by low- to-moderate income households through the Residential Rehabilitation Program and the Minor Home Repair Program. A large portion of the households applying for funds have members who are elderly and/or have a disability.

One Year Goals for the Number of Households to be Supported: 4 (Non-Homeless)

One Year Goals for the Number of Households Supported Through: 4 (Rehab of Existing Unit)

Discussion

The Town of Flower Mound is proposing to use **80 percent** of its annual CDBG allocation to fund the rehabilitation of low- to moderate-income owner-occupied houses. It is anticipated that two households will be served through the Residential Rehabilitation Program and two households will be served through the Minor Home Repair Program.

PUBLIC HOUSING**Introduction:**

This section is not applicable. Flower Mound currently has no public housing, and there are no plans for public housing in the Town of Flower Mound at this time.

Actions planned during the next year to address the needs to public housing: N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership: N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance: N/A

Discussion: Please see above.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES

Introduction

This section describes the activities planned during the 2019-2020 program year to address the needs of people who are homeless and other non-homeless special needs.

The Town will not allocate funds this plan year to directly address the needs of the homeless. Instead, the Town's strategy to address the needs of the homeless and the needs of persons who are not homeless but require supportive help is to identify and partner with community agencies that have the resources to provide necessary services, to maintain an awareness of the level of need and to address specific needs as they are identified. Flower Mound has made substantial efforts to identify and locate the chronically homeless. In January 2019, the Denton County Homeless Coalition conducted a count of homeless persons throughout Denton County. However, no homeless were identified in Flower Mound during the count.

Potential obstacles to completing these action steps include limited funding available to the Denton County Homeless Coalition, the Salvation Army and the Christian Community Action, each of which play a major role in advocating for and addressing the needs of the most vulnerable members of our community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

-Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

Outreach to persons experiencing homelessness is carried out through the Town's partners, such as Journey to Dream. Flower Mound allocates a portion of general funds each year to support Journey to Dream and its efforts to provide support to a growing population of homeless teens, including life skills training and access to community resources. Additionally, the organization runs Kyle's Place, which is a transitional living program for homeless and foster youth. Aside from giving teens a safe place to sleep and basic necessities, Kyle's Place offers programs and supports homeless youth who need to get back on their feet and succeed.

The Town also collaborates with the Denton County Homeless Coalition (DCHC). DCHC conducts monthly meetings and is attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate.

-Addressing the emergency shelter and transitional housing needs of homeless persons.

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of becoming homeless in Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

-Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Flower Mound Staff will continue to participate in the Denton County Homeless Coalition over the next year. This network of providers serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in Denton County. Barriers to achieving this would include a lack of funding sources available to the Coalition.

-Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Town will serve as a referral source for individuals and families with children at imminent risk of becoming homeless. Town staff will identify and contact providers who offer the services needed by the individuals and families. Additionally, the Town Council makes available an average of more than \$250,000 a year in general fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

Discussion

Please see above.

BARRIERS TO AFFORDABLE HOUSING

Introduction

The Fair Housing Committee meets annually to update the Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis this year. However, the report did note that the Town will benefit from certain activities to help ensure that unanticipated barriers do not develop.

Planned actions to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

The Fair Housing Committee discussed a few items that the Town should continue to address in order to ensure that unanticipated barriers to affordable housing do not develop. To address the identified issues and ensure that unanticipated barriers do not develop in the future, the Town will benefit from:

- The SMARTGrowth Commission continuing its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continuing its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Division working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.
- The Financial Services Department continuing to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level and ensuring services are targeted to those areas where larger percentages of low- and moderate-income families reside.
- The Library Services Department ensuring that residents are made aware of job training and job search workshop opportunities available at the Town of Flower Mound Library.

Discussion

Please see above.

OTHER ACTIONS

Introduction

This section reports additional efforts the Town will undertake during the 2019-2020 program year to address residents' housing and community development needs.

Actions Planned to Address Obstacles to Meeting Underserved Needs

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town will allocate approximately \$250,000 in general fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions Planned To Foster and Maintain Affordable Housing

Housing priorities and objectives Flower Mound hopes to achieve during the next year include continuing the Residential Rehabilitation Program and Minor Home Repair Program, leveraging funds to supplement scarce resources, facilitating the availability of affordable housing for disabled and senior citizens and fostering a balanced tax base:

- Residential Rehabilitation Program - Based on citizen input and direction from Town Council, Flower Mound started a Residential Rehabilitation Program in 2013. The program is designed to assist low- and moderate- income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program will pay for the rehabilitation up to \$60,000.
- Minor Home Repair Program - Based on citizen input and direction from Town Council, Flower Mound started a Minor Home Repair Program in PY 2015. The program is designed to assist low- and moderate- income homeowners in Flower Mound with minor repairs of their single-family, owner-occupied houses. The program will pay for minor repairs up to \$15,000.
- Leveraging funds - The Town collaborates with the Denton County Homeless Coalition, the Denton Housing Authority, the Denton County Housing Finance Corporation and local lending agencies. This collaboration is dedicated to providing those services needed to increase the

number of low-and moderate-income residents who become homeowners and to increase available rental assistance for Flower Mound residents.

- Affordable housing for the disabled and senior citizens – In 2006, the Town increased the exempted amount of appraised value of residence homesteads owned by those with disabilities and individuals 65 years of age or older to \$100,000. For the most recent year, this increase affected about 3,810 property accounts.
- Fostering a balanced tax base - The current ratio of assessed residential taxable values compared with assessed commercial taxable values is 76.59% residential to 21.09% commercial with the remaining land being undeveloped. The Town's Land Use Plan projects a build out percentage of assessed residential taxable value to assessed commercial taxable value that is 64% residential to 36% commercial.

During the next year, Town staff will continue working closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development. This will help ensure an increase in the number of businesses locating to Flower Mound resulting in a more balanced tax base and increased local employment opportunities.

Actions Planned to Reduce Lead-Based Paint Hazards

The Town of Flower Mound currently has two housing activities (The Residential Rehabilitation Program and the Minor Home Repair Program) that are carried out through the Community Development Block Grant. The Town of Flower Mound has no housing activities that are carried out through programs such as HOME, the Emergency Shelter Grant or Housing Opportunities for Persons with AIDS. In 2003, the Town formed a Lead-based Paint Task Force to determine what activities need to be undertaken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records and reports for any references to lead-based paint; (b) identified the locations of the 859 houses in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website. Based on Task Force recommendations, the Town's Environmental Services Department was identified as Flower Mound's point of contact for lead-based paint issues. This Department will continue to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website. For the Residential Rehabilitation Program and Minor Home Repair Program, occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

Actions Planned to Reduce the Number of Poverty-Level Families

Flower Mound's actions to reduce the number of poverty level families during the next year include economic development, tax exemptions for senior citizens and those with disabilities, leveraging resources, and serving as a referral source:

- Economic development – 2.7% of Flower Mound families live below the poverty level, compared to 8.4% in Denton County, 16.0% in Texas and 14.6% in United States. Additionally, the Town's unemployment rate of 3.6% is lower than Denton County's rate of 4.5%, the State's 5.8% rate, and the Nation's rate of 6.6%, according to the American Community Survey 5-Year Estimates. Flower Mound's lower rates can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it should be noted that within Town limits, only 21.09% of the tax base is commercial. While

Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 76.59% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the next year, Town staff will continue to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for economic development.

- Tax exemptions for senior citizens and those with disabilities - In 2018, the Town maintained the exempted amount of the appraised value of residence homesteads of those with disabilities and individuals 65 years of age or older at \$100,000. This affected about 3,810 property accounts. During the next year, our goal is to maintain the exemption.
- Leveraging resources - Town staff will continue to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services. These include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance. In addition, the Town will continue to participate in the Denton County Homeless Coalition.
- Serving as a referral source - To help ensure residents who need services are aware of available providers, Town staff will maintain established links to service providers on the Town website. In addition, the Town will continue to post information about available job training and job search workshop opportunities on the Town's website, at the library, and on the Town's cable television station.

These actions will assist in reducing the poverty level of Flower Mound families by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities and providing a referral network for those families seeking rental and other assistance.

Actions Planned to Develop Institutional Structure

The Town will promote and emphasize the need for greater coordination between all agencies active in Flower Mound so as to minimize the duplication of efforts. Cooperative efforts in applying for available funds will be initiated between public and private housing providers so as to maximize the potential for being awarded funds by the State and Federal Government. Efforts to enhance coordination between the public and private sector will ensure that needs are properly addressed and that resources are maximized. Additionally, the Town's continued involvement with the Denton County Homeless Coalition will help ensure open communication and networking opportunities between the Town and the various service providers in the area.

Actions planned to enhance coordination between public and private housing and social service agencies:

During the next year, Flower Mound will continue to share information and leverage funds with area public and private housing, health, and social service agencies. This will help to ensure that access to needed services is available. Town staff will continue to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders. Town staff will serve as a referral source to families with low- and moderate- incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town will continue to maintain the links to housing rights, access groups, and other service providers on the Flower Mound website. Town staff will continue to participate in the Denton County Homeless Coalition. This organization includes a network of public and private housing, health,

and social service representatives throughout Denton County. Agencies within the Coalition also apply for and receive grants to serve Denton County's homeless and near-homeless population. Flower Mound will also continue to expand its Community Outreach Committee, to identify needs where gaps exist and areas where services overlap. In addition, Town staff will continue to attend and participate in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Discussion

Please see above.

PROGRAM SPECIFIC REQUIREMENTS**Introduction**

The Town expects to receive no program income during PY 2019 and will expend all of its PY 2019 funds directly on low- to moderate-income individuals, with the exception of funds put toward Planning and Administration. The Town will ensure that **100 percent** of the housing rehabilitation and public service allocations will be for low-to-moderate-income individuals.

Discussion

Please see above.



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: August 5, 2019

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

ITEM: Consider approval of Amendment No. 5 to the Fiscal Year 2018-2019 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2018-2019 Capital Improvement Program (CIP) Amendment 4, was approved by Town Council on June 3, 2019. The proposed CIP Amendment No. 5 for FY 2018-2019 would increase the currently adopted General Capital budgeted expenditures \$155,000 from \$22,417,000 to \$22,572,000; and increase the Utility Capital budgeted expenditures \$150,000 from \$27,235,000 to \$27,385,000.

FISCAL IMPACT:

Proposed CIP:

FY 2018-2019:	General Capital Projects	\$22,572,000
	Utility Capital Projects	\$27,385,000

Five-Year CIP Plan:	General Capital Projects	\$205,937,085
	Utility Capital Projects	\$171,212,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2018-2019 CIP Amendment No. 5 Changes.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 5 Changes
3. CIP Amendment 5

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

Project Modification Listing
CIP Amendment 5

Attachment 1
August 5, 2019

Amendment 5

Street Project	Description	Fiscal Impact	
		FY 18-19	5 Yr CIP
Bruton Orand at FM1171 Right Turn Lane (Northbound)	Utilize \$300K of previous debt from FM 2499 at FM 407 Intersection Improvements, and reduce debt.	\$0	\$0
FM 2499 at FM 407 Intersection Improvements	Defer \$400K of 2018-19 funds to fiscal year 2019-20. The Debt that was previously issued for this project will be applied to Bruton Orand at FM1171 Right Turn Lane (see above).	(\$400,000)	\$0
Firewheel Drive	Increase budget by \$60K of project savings, to cover cost for additional concrete panel replacements. During construction, large voids were found under concrete paving adjacent to the project	\$60,000	\$60,000
Morriss Road Improvements	Increase budget by \$130K of project savings, to cover costs for the Valley Ridge Intersection Improvement Project. The additional costs include additional utility relocations and pedestrian ramp improvements not anticipated during project scoping and unanticipated increased material and construction costs. A Town owned water line was installed in a location that was not properly reflected in the as-built plans, this water line is in conflict. Additionally, to keep the intersection in compliance with current ADA requirements, additional pedestrian ramp improvements are required.	\$130,000	\$130,000
	Total Streets	(\$210,000)	\$190,000

Signal Project	Description	Fiscal Impact	
		FY 18-19	5 yr CIP
FM 2499 at Silveron	Increase budget by \$165K of project savings, to cover increased material and construction costs not anticipated during initial project scoping, and to cover signal cost increases occurring in the DFW Metroplex.	\$165,000	\$165,000
	Total Signals	\$165,000	\$165,000

Facility Project	Description	Fiscal Impact	
		FY 18-19	5 Yr CIP
Fire Station No. 7 and Apparatus	Increase the budget by \$200K of project savings to cover costs of required fire equipment.	\$200,000	\$200,000
Library Expansion	Reduce budget by \$55K of Park Development funds. CIP Amendment 4 added this \$55K of Park Development funds to the Library Expansion project. These funds were for the expanded parking lot within the limits of Peters Colony Park, adjacent to the Library and constructed with the Library. The correct project funding for the expanded parking lot within the park is the Peters Colony Park project	(\$55,000)	(\$55,000)
	Total Facility	\$145,000	\$145,000

Project Modification Listing
CIP Amendment 5

Attachment 1
August 5, 2019

Park		Fiscal Impact	
Project	Description	FY 18-19	5 Yr CIP
Peters Colony Park	Add an additional \$55K of Park Development funds, for expanded parking within Peters Colony Park, adjacent to the Library parking area. (see Library Expansion project)	\$55,000	\$55,000
	Total Park	\$55,000	\$55,000

Total General Projects **\$155,000** **\$555,000**

Water		Fiscal Impact	
Project	Description	FY 18-19	5 Yr CIP
Red Bud Point Water Service Relocation	Add \$150K to cover increased material and construction costs not anticipated during initial project scoping.	\$150,000	\$150,000
Denton Creek District - Reuse Waterlines	Defer \$100K of 2018-19 funds to fiscal year 2019-20 and, correct previous fiscal years funding to \$400K	(\$100,000)	\$0
	Total Water	\$50,000	\$150,000

Stormwater		Fiscal Impact	
Project	Description	FY 18-19	5 Yr CIP
Rangewood Drive Drainage Improvement	\$50K for new project to replace storm pipe and make inlet improvements to reduce flooding of Rangewood Drive and resident's property.	\$50,000	\$50,000
Shoreline Drive Drainage Improvement	\$50K for new project to replace the culvert under Shoreline Drive and make downstream channel improvements to reduce flooding of Shoreline Drive and resident's property.	\$50,000	\$50,000
	Total Stormwater	\$100,000	\$100,000

Total Utility Projects **\$150,000** **\$250,000**

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE							
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028						2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028		
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0,2,5	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	2,463,000	-	-	2,463,000	1,063,000	0,2,5	-	-	1,400,000	-	-	-	-	1,400,000	-	-
ADA Transition Plan and Implementation **	648,000	500,000	150,000	150,000	150,000	150,000	-	1,748,000	13,000	2	635,000	-	1,100,000	500,000	150,000	150,000	150,000	150,000	-	-
Bruton Orand at FM1171 Right Turn Lane (Northbound)	-	100,000	400,000	-	-	-	-	500,000	100,000	2	-	-	400,000	-	400,000	-	-	-	-	-
Bruton Orand at FM1171 Right Turn Lane (Northbound)	-	100,000	400,000	-	-	-	-	500,000	100,000	2	300,000	-	100,000	-	100,000	-	-	-	-	-
Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0,2,7	-	-	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	310,000	1,340,000	5,250,000	-	-	-	-	6,900,000	1,650,000	0,1,2	-	-	5,250,000	-	5,250,000	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	555,000	-	-	-	-	-	-	555,000	555,000	0,2	-	-	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	555,000	60,000	-	-	-	-	-	615,000	615,000	0,2	-	-	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	885,000	-	-	-	-	-	-	885,000	785,000	2,7	100,000	-	-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	2,7	-	-	-	-	-	-	-	-	-	-
FM 1171 at River Walk Dr Intersection Improvements **	350,000	600,000	-	-	-	-	-	950,000	350,000	0,2,3,5	-	-	600,000	600,000	-	-	-	-	-	-
FM 2499 at FM 407 Intersection Improvements **	-	400,000	1,300,000	-	-	-	-	1,700,000	1,400,000	1,2	300,000	-	-	-	-	-	-	-	-	-
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,300,000	-	-	-	1,700,000	1,400,000	1,2	-	-	300,000	-	300,000	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	100,000	375,000	-	-	-	-	-	475,000	375,000	0,2	100,000	-	-	-	-	-	-	-	-	-
FM 2499 at Waketon Intersection Improvements	-	360,000	1,240,000	-	-	-	-	1,600,000	1,000,000	2,7	-	-	600,000	-	600,000	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1,2	1,200,000	-	-	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	60,000	550,000	-	-	-	-	610,000	400,000	0,2	-	-	210,000	-	210,000	-	-	-	-	-
I35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	120,000	-	-	-	-	120,000	120,000	0	-	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	800,000	7,918,000	-	8,718,000	4,975,000	0,1,2	-	-	3,743,000	-	-	-	-	3,743,000	-	-
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0,2	1,400,000	-	-	-	-	-	-	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	200,000	-	-	-	200,000	100,000	0,2,5	-	-	100,000	-		100,000	-	-	-	-
Lakeside Parkway Capacity Improvements **	-	-	-	540,000	6,840,000	-	-	7,380,000	7,380,000	0,1,2	-	-	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	-	-	6,500,000
Morris Road Improvements **	650,000	630,000	-	-	-	-	-	1,280,000	1,155,000	0,1,2,4	-	-	125,000	125,000	-	-	-	-	-	-
Morris Road Improvements **	650,000	760,000	-	-	-	-	-	1,410,000	1,285,000	0,1,2,4	-	-	125,000	125,000	-	-	-	-	-	-
Peters Colony Roundabout **	-	200,000	500,000	-	-	-	-	700,000	200,000	2	-	-	500,000	-	500,000	-	-	-	-	-
Rippy Road (Waketon to FM 2499)**	800,000	350,000	2,650,000	-	-	-	-	3,800,000	2,115,000	2,7	-	-	1,685,000	-	1,685,000	-	-	-	-	-
Roadway Amenities	388,083	205,000	90,000	90,000	90,000	90,000	-	953,083	308,083	2,4	195,000	-	450,000	90,000	90,000	90,000	90,000	90,000	-	-
Sidewalk Links **	961,000	150,000	-	-	-	-	-	1,111,000	1,111,000	2,4	-	-	-	-	-	-	-	-	-	-
Skillem Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,560	2,3	819,440	-	-	-	-	-	-	-	-	-
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	1,050,000	-	-	-	-	-	-	1,050,000	150,000	2,5	900,000	-	-	-	-	-	-	-	-	-
Transportation Model Update and LOS Mapping	-	75,000	-	-	-	-	-	75,000	75,000	2	-	-	-	-	-	-	-	-	-	-
Waketon Road **	5,500,000	-	460,000	-	-	-	-	5,960,000	4,670,000	2,3,5,7	830,000	-	460,000	-	460,000	-	-	-	-	-
Windsor Roundabout Connection	-	325,000	-	-	-	-	-	325,000	325,000	2,4	-	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 26,950,083	\$ 5,670,000	\$ 12,710,000	\$ 980,000	\$ 10,343,000	\$ 8,158,000	\$ 12,665,337	\$ 77,476,420	\$ 47,283,980		\$ 6,829,440	\$ -	\$ 23,363,000	\$ 1,315,000	\$ 9,345,000	\$ 340,000	\$ 240,000	\$ 5,383,000	\$ 6,740,000	
SUBTOTAL	\$ 26,950,083	\$ 5,460,000	\$ 11,810,000	\$ 2,280,000	\$ 10,343,000	\$ 8,158,000	\$ 12,665,337	\$ 77,666,420	\$ 47,473,980		\$ 6,829,440	\$ -	\$ 23,363,000	\$ 1,315,000	\$ 9,345,000	\$ 340,000	\$ 240,000	\$ 5,383,000	\$ 6,740,000	

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028						2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	250,000	\$ 250,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd	-	-	250,000	-	-	-	-	250,000	50,000	0,2	-	200,000	-	200,000	-	-	-	-
FM 2499 at College Parkway	340,000	-	-	-	-	-	-	340,000	340,000	0,2,7	-	-	-	-	-	-	-	-
FM 2499 at Silveron	240,000	-	-	-	-	-	-	240,000	240,000	0,2	-	-	-	-	-	-	-	-
FM 2499 at Silveron	240,000	165,000	-	-	-	-	-	405,000	405,000	0,2	-	-	-	-	-	-	-	-
FM 407 at Browning - Reconstruction	25,000	300,000	-	-	-	-	-	325,000	25,000	2,4	-	300,000	300,000	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4,5	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	250,000	-	-	-	250,000	250,000	2,4	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	500,000	125,000	125,000	125,000	125,000	125,000	-	1,125,000	-	2	500,000	625,000	125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	500,000	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	275,000	455,000	-	-	-	-	-	730,000	730,000	0,2,4	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,380,000	\$ 880,000	\$ 375,000	\$ 375,000	\$ 125,000	\$ 125,000	\$ 2,250,000	\$ 5,510,000	\$ 3,385,000		\$ 500,000	\$ 1,625,000	\$ 425,000	\$ 325,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000
SUBTOTAL	\$ 1,380,000	\$ 1,045,000	\$ 375,000	\$ 375,000	\$ 125,000	\$ 125,000	\$ 2,250,000	\$ 5,675,000	\$ 3,550,000		\$ 500,000	\$ 1,625,000	\$ 425,000	\$ 325,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morris to Chancellor) **	-	335,000	2,400,000	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Chancellor to Lake Shore) **	-	-	-	-	350,000	2,300,000	-	2,650,000	2,650,000	8	-	-	-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	-	675,000	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft West of Garden Ridge) **	-	-	950,000	-	-	-	-	950,000	950,000	8	-	-	-	-	-	-	-	-	-
Morris Road Panel Replacement (FM 3040 to FM 1171) **	-	4,040,000	-	-	-	-	-	4,040,000	4,040,000	8	-	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	-	370,000	-	-	-	-	1,200,000	1,570,000	1,570,000	8,2	-	-	-	-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-	-	-
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	1,350,000	-	-	-	-	-	-	1,350,000	1,350,000	8	-	-	-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 3,850,000	\$ 5,420,000	\$ 4,000,000	\$ 2,300,000	\$ 3,275,000	\$ 2,300,000	\$ 7,144,000	\$ 28,289,000	\$ 28,289,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Fire and Police Training Center (West Flower Mound)	-	-	-	150,000	2,085,000	-	-	2,235,000	-	2	-	-	2,235,000	-	-	150,000	2,085,000	-	-
Fire Station No. 1 Facility Upgrades **	1,223,375	670,000	-	-	-	-	-	1,893,375	763,375	2.4	980,000	-	150,000	150,000	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-	-	6,800,000	-	-	300,000	6,500,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	2,070,000	5,500,000	-	-	-	-	-	7,570,000	1,050,000	2.4	2,070,000	-	4,450,000	4,450,000	-	-	-	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	2,070,000	5,700,000	-	-	-	-	-	7,770,000	1,250,000	2.4	2,070,000	-	4,450,000	4,450,000	-	-	-	-	-
Library Expansion**	12,400,000	155,000	-	-	-	-	-	12,555,000	155,000	2.6,7	12,400,000	-	-	-	-	-	-	-	-
Library Expansion**	12,400,000	100,000	-	-	-	-	-	12,500,000	100,000	2.6,7	12,400,000	-	-	-	-	-	-	-	-
Gibson-Grant Log Cabin Reconstruction	51,593	507,000	307,000	710,000	-	-	-	1,575,593	1,068,593	1.2	-	-	507,000	507,000	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1.2	-	-	-	-	-	-	-	-	-
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	3,331,000	1,571,000	2.4	1,760,000	-	-	-	-	-	-	-	-
Storage Warehouse	650,000	1,100,000	-	-	-	-	-	1,750,000	1,100,000	2.4	650,000	-	-	-	-	-	-	-	-
Town Hall **	18,919,000	140,000	-	-	-	-	-	19,059,000	859,000	2.7	18,200,000	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 38,734,968	\$ 8,072,000	\$ 307,000	\$ 1,160,000	\$ 8,585,000	\$ -	\$ -	\$ 56,858,968	\$ 6,656,968		\$ 36,060,000	\$ -	\$ 14,142,000	\$ 5,107,000	\$ -	\$ 450,000	\$ 8,585,000	\$ -	\$ -
SUBTOTAL	\$ 38,734,968	\$ 8,217,000	\$ 307,000	\$ 1,160,000	\$ 8,585,000	\$ -	\$ -	\$ 57,003,968	\$ 6,801,968		\$ 36,060,000	\$ -	\$ 14,142,000	\$ 5,107,000	\$ -	\$ 450,000	\$ 8,585,000	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019
Amendment 5

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
2018-19 Playground Replacements (Lakewood, Stone Creek, Thrush West, & Gerault parks) **	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard) **	-	-	350,000	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, Colony, and Lakewood) **	-	-	-	425,000	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand, Cortadera, Wilkerson, Possum) **	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	-	1,100,000	-	-	1,100,000	1,100,000	8	-	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase 2	-	-	-	-	-	1,200,000	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	-	600,000	-	-	-	-	-	600,000	600,000	6.8	-	-	-	-	-	-	-	-	-
Bella Lago Park Master Plan	-	50,000	-	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	-	-
Canyon Falls Park Design	-	150,000	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-
Canyon Falls Park Development	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	2.6	-	-	-	-	-	-	-	-	-
Chinn Chapel Lighting Improvements	-	-	-	-	-	-	250,000	250,000	250,000	8	-	-	-	-	-	-	-	-	-
Comunity Activity Center Improvements	257,000	-	-	-	-	-	-	257,000	-	2	257,000	-	-	-	-	-	-	-	-
Courtadera Park Improvements (Loop Trail, Irrigation, Fence & Basketball Court Improvements)	-	200,000	-	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-	-
Dixon Park (add Pavilion and Amenities)	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	-	-	900,000	900,000	900,000	8	-	-	-	-	-	-	-	-	-
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-	-	-	-	-	-	-	-	-
Gerault Park Update (Pavilion, Electrical, Grills & Trash)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-
Glenwick Park Upgrade (Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-	-
Heritage Park (Lighting Improvements, Restroom at Dog Park, Upgrade Srufaces)	-	-	-	800,000	-	-	-	800,000	800,000	8	-	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase III	2,181,000	-	-	-	-	-	-	2,181,000	2,181,000	8	-	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase IV	2,400,000	-	-	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Shadow Ridge, Grand, Culwell, and Paker Square) **	-	-	-	-	300,000	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-	-
Lakewood Park - Pavilion	-	75,000	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-	-	-
Leonard Johns Park Upgrade (Lighting for Tennis)**	-	-	-	-	185,000	-	-	185,000	185,000	8	-	-	-	-	-	-	-	-	-
Park and Trail Amenities	510,000	50,000	50,000	50,000	50,000	50,000	-	760,000	760,000	2.6,8	-	-	-	-	-	-	-	-	-
Peters Colony Memorial Park Master Plan	-	50,000	-	-	-	-	-	50,000	50,000	2.8	-	-	-	-	-	-	-	-	-
Peters Colony Memorial Park Master Plan	-	105,000	-	-	-	-	-	105,000	105,000	2.8	-	-	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2.6	-	-	-	-	-	-	-	-	-
Rheudasil Park Improvements	200,000	200,000	1,600,000	-	-	-	-	2,000,000	2,000,000	2.8	-	-	-	-	-	-	-	-	-
Rheudasil, Wilkerson, & Cortadera Parks Pond Dredging and Bank Stabilization	3,429,696	-	-	-	-	-	-	3,429,696	1,379,696	8	2,050,000	-	-	-	-	-	-	-	-
Tealwood Oaks Park Upgrade (Lighting for Tennis)**	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-
Tennis Center (Master Plan, Design, Construction)	-	-	-	-	-	-	5,560,000	5,560,000	5,560,000	8	-	-	-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	-	4,700,000	4,700,000	4,700,000	8	-	-	-	-	-	-	-	-	-
Trails Master Plan	-	-	300,000	-	-	-	-	300,000	300,000	2.8	-	-	-	-	-	-	-	-	-
Wilkerson Park Upgrade (Lighting, Landscaping, and Irrigation)	-	-	-	-	175,000	-	-	175,000	175,000	2.8	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 9,777,696	\$ 2,375,000	\$ 4,800,000	\$ 2,275,000	\$ 2,260,000	\$ 2,150,000	\$ 13,610,000	\$ 37,247,696	\$ 34,940,696		\$ 2,307,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 9,777,696	\$ 2,430,000	\$ 4,800,000	\$ 2,275,000	\$ 2,260,000	\$ 2,150,000	\$ 13,610,000	\$ 37,302,696	\$ 34,995,696		\$ 2,307,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		55,000						55,000											
GRAND TOTAL GENERAL FUND	\$ 80,692,748	\$ 22,417,000	\$ 22,192,000	\$ 7,090,000	\$ 24,588,000	\$ 12,733,000	\$ 35,669,337	\$ 205,382,085	\$ 120,555,644		\$ 45,696,440	\$ -	\$ 39,130,000	\$ 6,847,000	\$ 9,670,000	\$ 915,000	\$ 8,950,000	\$ 5,508,000	\$ 7,240,000
GRAND TOTAL GENERAL FUND	\$ 80,692,748	\$ 22,572,000	\$ 21,292,000	\$ 8,390,000	\$ 24,588,000	\$ 12,733,000	\$ 35,669,337	\$ 205,937,085	\$ 121,110,644		\$ 45,696,440	\$ -	\$ 39,130,000	\$ 6,847,000	\$ 9,670,000	\$ 915,000	\$ 8,950,000	\$ 5,508,000	\$ 7,240,000
** Project Includes ADA Improvements																			
155,000																			
555,000																			
Other Sources																			
0. Impact Fees																			
1. Grant and Interlocal Funds																			
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)																			
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028	Amend						2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0.2	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand Elevated Storage Tank Chloramine System	-	150,000	-	-	-	-	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-
Canyon Falls 20-Inch Water Line	2,000,000	-	660,000	-	-	-	-	-	2,660,000	400,000	0.2	1,700,000	-	-	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	-	670,000	140,000	0.3	-	-	-	530,000	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,300,000	-	-	-	-	-	1,500,000	620,000	0.5	-	-	-	880,000	-	-	-	-
Denton Creek District - Water Reuse Master Plan	100,000	-	-	-	-	-	-	-	100,000	100,000	0.2	-	-	-	-	-	-	-	-
Denton Creek Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	-	7,600,000	-	0.2	-	-	-	7,600,000	-	-	-	7,600,000
Denton Creek Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	-	16,400,000	-	0.2	-	-	-	16,400,000	-	-	-	16,400,000
Denton Creek Spine Road 12-inch Water Line	100,000	-	600,000	1,700,000	-	-	-	-	2,400,000	100,000	0.2	-	-	-	600,000	1,700,000	-	-	-
Denton Creek District - Reuse Waterlines	100,000	100,000	225,000	975,000	-	-	-	-	1,400,000	1,400,000	0.2	-	-	-	-	-	-	-	-
Denton Creek District - Reuse Waterlines	400,000	-	225,000	775,000	-	-	-	-	1,400,000	1,400,000	0.2	-	-	-	-	-	-	-	-
Fire Station No. 7 Utilities	-	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	-	5,880,000	290,000	0.2	-	-	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	-	210,000	210,000	0.2	-	-	-	-	-	-	-	-
FM 2499 12-inch Water Line Phase I (Dixon to South of FM 1171)	600,000	2,600,000	-	-	-	-	-	-	3,200,000	2,300,000	0.2,7	-	-	900,000	900,000	-	-	-	-
Freeman 12-Inch Water Line (Water Tower to 1,600 Feet North)	-	50,000	-	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-
Garden Ridge Blvd., Ph. II Water Line	-	-	950,000	-	-	-	-	-	950,000	390,000	0.2	-	-	-	-	560,000	-	-	-
Glenview 12 Inch Water Line (Patriot Way to Old Gerault Rd)	-	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-
Grady Court Water Line	-	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	-	2,250,000	-	2	2,250,000	-	-	-	-	-	-	-
High Road Water Line Replacement Phase II	-	350,000	3,150,000	-	-	-	-	-	3,500,000	-	2	-	-	350,000	3,150,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	-	2,447,620	87,620	0.2	50,000	-	-	-	-	-	-	2,310,000
Impact Fee Update	-	-	80,000	-	-	-	-	-	80,000	80,000	0.2	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	700,000	700,000	-	-	-	-	-	-	1,400,000	700,000	0.2	-	-	700,000	700,000	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	-	320,000	320,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	135,000	-	-	-	-	-	-	-	135,000	135,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	-	1,380,000	500,000	0.2	-	-	-	-	-	-	-	880,000
Lakeside Business District - Water Reuse Master Plan	120,000	10,000	-	-	-	-	-	-	130,000	130,000	0.2	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	-	3,240,000	240,000	0.2	-	-	-	-	-	-	-	3,000,000
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	-	200,000	2,000,000	-	-	-	-	-	2,200,000	200,000	2	-	-	-	2,000,000	-	-	-	-
Morriss Road Water Lines Phase I (Garden to Forest Vista)	100,000	1,300,000	-	-	-	-	-	-	1,400,000	500,000	2	-	-	900,000	-	-	-	-	-
Morriss Road Water Lines Phase II (FM 1171 to Milford)	-	-	350,000	2,650,000	-	-	-	-	3,000,000	-	2	-	-	-	350,000	2,650,000	-	-	-
Morriss Road Water Lines Phase III (FM 1171 to FM 407)	-	-	-	400,000	4,500,000	-	-	-	4,900,000	2,200,000	0.2,7	-	-	-	-	-	2,700,000	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	720,000	730,000	-	-	-	-	-	-	1,450,000	400,000	0.2,5	320,000	-	-	730,000	730,000	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	-	560,000	300,000	0.2	-	-	-	260,000	-	-	-	260,000
Red Bud Point Water Service Relocation	-	775,000	-	-	-	-	-	-	775,000	-	2	-	-	-	775,000	-	-	-	-
Red Bud Point Water Service Relocation	-	925,000	-	-	-	-	-	-	925,000	150,000	2	-	-	-	775,000	-	-	-	-
Rippy Road Water line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	-	750,000	350,000	0.2	400,000	-	-	-	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	-	1,490,000	490,000	0.2	-	-	-	-	-	-	-	1,000,000
Shady Point Acres Water Line Replacement	1,300,000	-	-	-	-	-	-	-	1,300,000	-	2	1,300,000	-	-	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	-	-	2,120,000	-	-	-	-	-	2,120,000	300,000	0.2	-	-	-	-	1,820,000	-	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	-	-	5,140,000	250,000	0.2	-	-	-	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	-	840,000	-	2	-	-	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	-	350,000	-	-	-	-	-	350,000	-	1.2	50,000	-	-	300,000	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	600,000	-	-	-	-	-	640,000	40,000	2	-	-	-	600,000	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	-	60,000	500,000	-	-	-	-	560,000	60,000	2	-	-	-	500,000	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	-	370,000	250,000	2	-	-	-	120,000	-	-	-	120,000
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	-	400,000	400,000	0.2	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	-	1,800,000	300,000	2	300,000	-	-	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	150,000	-	-	-	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	700,000	-	50,000	50,000	50,000	50,000	-	-	900,000	-	2	700,000	-	-	50,000	50,000	50,000	50,000	-
Water System Model Update	152,285	5,000	5,000	5,000	5,000	5,000	-	-	177,285	177,285	0.2	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	-	2,610,000	300,000	0.2	-	-	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	-	3,440,000	350,000	0.2	-	-	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	-	1,390,000	150,000	0.2	-	-	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
Woodbine Water Line Replacement	410,000	25,000	-	-	-	-	-	-	435,000	435,000	2	-	-	-	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	-
SUBTOTAL	\$ 12,484,905	\$ 7,785,000	\$ 12,950,000	\$ 6,580,000	\$ 4,955,000	\$ 355,000	\$ 53,850,000	\$ 98,959,905	\$ 16,944,905		\$ 7,830,000	\$ -	\$ 74,185,000	\$ 4,355,000	\$ 9,290,000	\$ 7,080,000	\$ 3,050,000	\$ 350,000	\$ 50,060,000
SUBTOTAL	\$ 12,784,905	\$ 7,835,000	\$ 12,950,000	\$ 6,380,000	\$ 4,955,000	\$ 355,000	\$ 53,850,000	\$ 99,109,905	\$ 17,094,905		\$ 7,830,000	\$ -	\$ 74,185,000	\$ 4,355,000	\$ 9,290,000	\$ 7,080,000	\$ 3,050,000	\$ 350,000	\$ 50,060,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028										2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Bakers Branch Stabilization at 621 Somerset Drive	150,000	175,000	-	-	-	-	-	325,000	325,000	2	-	-	-	-	-	-	-	-	-	-	-	
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	-	-	-	200,000	-	-	200,000	200,000	2	-	-	-	-	-	-	-	-	-	-	-	
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	-	-	175,000	200,000	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-	-	-	-	-	
Creek Bank Stabilizatoin at 1540 Echo Bluff	-	-	-	-	-	75,000	-	75,000	75,000	2	-	-	-	-	-	-	-	-	-	-	-	
Creek Bank Stabilization at 3100 River Hill Court	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-	-	-	
East Waketon Road Drainage Improvements	50,000	470,000	890,000	1,670,000	-	-	-	3,080,000	520,000	1,2,7	-	-	-	2,560,000	-	890,000	1,670,000	-	-	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,3	-	-	-	-	-	-	-	-	-	-	-	
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	-	50,000	-	-	-	-	50,000	50,000	1,4	-	-	-	-	-	-	-	-	-	-	-	
Pecan Acres Drainage Improvements	-	-	-	-	-	75,000	425,000	500,000	500,000	1,5	-	-	-	-	-	-	-	-	-	-	-	
Rangewood Drive Drainage Improvements - NEW	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-	-	-	-	
Shoreline Drive Drainage Improvements - NEW	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-	-	-	-	
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	1,6	-	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 800,000	\$ 645,000	\$ 1,115,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 825,000	\$ 5,680,000	\$ 3,120,000		\$ -	\$ -	\$ 2,560,000	\$ -	\$ 890,000	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 800,000	\$ 745,000	\$ 1,115,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 825,000	\$ 5,780,000	\$ 3,220,000		\$ -	\$ -	\$ 2,560,000	\$ -	\$ 890,000	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -	\$ -	
** Project Includes ADA Improvements																						
		100,000						100,000														

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028										2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0.2	1,500,000		-		-	-	-	-	-	-	-	-
Impact Fee Update	-	-	80,000	-	-	-	-	80,000	80,000	0.2	0		-		-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	-	250,000	250,000	250,000	250,000	-	3,230,000	130,000	2	2,100,000		-		1,000,000	-	250,000	250,000	250,000	250,000	250,000	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	850,000	-	-	-	-	-	-	850,000	400,000	0.2	450,000		-		-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning	1,825,000	-	-	-	-	-	-	1,825,000	100,000	2	1,725,000		-		-	-	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	330,000	-	330,000	-	0.2	-		-		330,000	-	-	-	-	330,000	-	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	810,000	-	-	-	-	810,000	-	0.2	-		-		810,000	-	810,000	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	1,500,000	-	-	-	-	1,500,000	150,000	0.2			-		1,350,000	-	-	1,350,000	-	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-		-	-	-	2,500,000	2,500,000		0.2			-		2,500,000	-	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	430,000	-	-	-	430,000	230,000	0.2	-		-		200,000	-	-	-	-	200,000	-	-
Southside Force Main Extension	-	-	300,000	2,100,000	-	-	-	2,400,000	1,400,000	0.2	-		-		1,000,000	-	1,000,000	-	-	-	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.2,3,5	-		-		2,900,000	-	-	-	-	-	-	2,900,000
Southside Pump Upgrade	-	-	90,000	1,012,000	-	-	-	1,102,000	452,000	0.2	-		-		650,000	-	650,000	-	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	300,000	-	-	300,000		0.2	-		-		300,000	-	-	-	-	300,000	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	960,000	1,700,000	-	-	-	-	-	2,660,000	410,000	0.2	550,000		-		1,700,000	1,700,000	-	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	350,000	3,350,000	-	-	-	-	-	3,700,000		2	350,000		-		3,350,000	3,350,000	-	-	-	-	-	-
Wastewater Master Plan	-	-	150,000	-	-	-	-	150,000	150,000	0.2	-		-		-	-	-	-	-	-	-	-
Wastewater System Model Update	205,785	5,000	5,000	5,000	5,000	5,000	-	230,785	230,785	0.2	-		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	75,000	-	-	-	-	-	-	75,000	75,000	0.2	-		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	780,000	-		-	-	-	-	780,000	430,000	2	350,000		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000		-		-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	800,000	11,000,000	-	-	-	-	-	11,800,000	-	2	800,000		-		11,000,000	11,000,000	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-		-		13,000,000	-	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-		-		1,000,000	-	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	250,000	2,750,000	-	-	-	-	-	3,000,000	250,000	2	-		-		2,750,000	2,750,000	-	-	-	-	-	-
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	420,000	-	-	-	-	420,000	95,000	0.2	-		-		325,000	-	325,000	-	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	720,000	-	-	720,000		0.2	-		-		720,000	-	-	-	-	720,000	-	-
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	410,000	-	-	410,000		0.2	-		-		410,000	-	-	-	-	410,000	-	-
Wichita Trail Lift Station Improvements	-	-	-	-	780,000	-	-	780,000		0.2	-		-		780,000	-	-	-	-	780,000	-	-
Woodbine Street Sewer Line	800,000	-	-	-	-	-	-	800,000	200,000	2	600,000		-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 16,515,785	\$ 18,805,000	\$ 3,605,000	\$ 3,797,000	\$ 2,465,000	\$ 585,000	\$ 20,550,000	\$ 66,322,785	\$ 7,062,785		\$ 13,185,000		\$ -		\$ 46,075,000	\$ 18,800,000	\$ 3,035,000	\$ 1,600,000	\$ 250,000	\$ 2,990,000	\$ 19,400,000	
GRAND TOTAL UTILITY FUND	\$ 29,800,690	\$ 27,235,000	\$ 17,670,000	\$ 12,247,000	\$ 7,620,000	\$ 1,165,000	\$ 75,225,000	\$ 170,962,690	\$ 27,127,690		\$ 21,015,000		\$ -		\$ 122,820,000	\$ 23,155,000	\$ 13,215,000	\$ 10,350,000	\$ 3,300,000	\$ 3,340,000	\$ 69,460,000	
GRAND TOTAL UTILITY FUND	\$ 30,100,690	\$ 27,385,000	\$ 17,670,000	\$ 12,047,000	\$ 7,620,000	\$ 1,165,000	\$ 75,225,000	\$ 171,212,690	\$ 27,377,690		\$ 21,015,000		\$ -		\$ 122,820,000	\$ 23,155,000	\$ 13,215,000	\$ 10,350,000	\$ 3,300,000	\$ 3,340,000	\$ 69,460,000	

** Project Includes ADA Improvements

150,000

250,000

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
- 3. Escrow
- 4. Decision Package
- 5. Developer Agreement(s)
- 6. Park Development Fund
- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
- 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028								2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,300,000	0,2,5	\$ 350,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	2,463,000	-	-	2,463,000	1,063,000	0,2,5	-		-	1,400,000	-	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	648,000	500,000	150,000	150,000	150,000	150,000	-	1,748,000	13,000	2	635,000		-	1,100,000	500,000	150,000	150,000	150,000	150,000	-
Bruton Orand at FM1171 Right Turn Lane (Northbound)	-	100,000	400,000	-	-	-	-	500,000	100,000	2	300,000		-	100,000	-	100,000	-	-	-	-
Churchill Drive (FM 2499 to Yucca) **	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0,2,7	-		-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-		-	240,000	-	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	310,000	1,340,000	5,250,000	-	-	-	-	6,900,000	1,650,000	0,1,2	-		-	5,250,000	-	5,250,000	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	555,000	60,000	-	-	-	-	-	615,000	615,000	0,2	-		-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	885,000	-	-	-	-	-	-	885,000	785,000	2,7	100,000		-	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	998,000	-	-	-	-	-	-	998,000	998,000	2,7	-		-	-	-	-	-	-	-	-
FM 1171 at River Walk Dr Intersection Improvements **	350,000	600,000	-	-	-	-	-	950,000	350,000	0,2,3,5	-		-	600,000	600,000	-	-	-	-	-
FM 2499 at FM 407 Intersection Improvements **	-	-	400,000	1,300,000	-	-	-	1,700,000	1,400,000	1,2	-		-	300,000	-	300,000	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	100,000	375,000	-	-	-	-	-	475,000	375,000	0,2	100,000		-	-	-	-	-	-	-	-
FM 2499 at Waketon Intersection Improvements	-	360,000	1,240,000	-	-	-	-	1,600,000	1,000,000	2,7	-		-	600,000	-	600,000	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1,2	1,200,000		-	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	60,000	550,000	-	-	-	-	610,000	400,000	0,2	-		-	210,000	-	210,000	-	-	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-		-	-	-	-	-	-	-	-
Impact Fee Update	-	-	120,000	-	-	-	-	120,000	120,000	0	-		-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	800,000	7,918,000	-	8,718,000	4,975,000	0,1,2	-		-	3,743,000	-	-	-	-	3,743,000	-
Lake Forest Boulevard Roadway Improvements	2,000,000	-	-	-	-	-	-	2,000,000	600,000	0,2	1,400,000		-	-	-	-	-	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	200,000	-	-	-	200,000	100,000	0,2,5	-		-	100,000	-	-	100,000	-	-	-
Lakeside Parkway Capacity Improvements **	-	-	-	540,000	6,840,000	-	-	7,380,000	7,380,000	0,1,2	-		-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-		-	6,500,000	-	-	-	-	-	6,500,000
Morris Road Improvements **	650,000	760,000	-	-	-	-	-	1,410,000	1,285,000	0,1,2,4	-		-	125,000	125,000	-	-	-	-	-
Peters Colony Roundabout **	-	200,000	500,000	-	-	-	-	700,000	200,000	2	-		-	500,000	-	500,000	-	-	-	-
Rippy Road (Waketon to FM 2499)**	800,000	350,000	2,650,000	-	-	-	-	3,800,000	2,115,000	2,7	-		-	1,685,000	-	1,685,000	-	-	-	-
Roadway Amenities	388,083	205,000	90,000	90,000	90,000	90,000	-	953,083	308,083	2,4	195,000		-	450,000	90,000	90,000	90,000	90,000	90,000	-
Sidewalk Links **	961,000	150,000	-	-	-	-	-	1,111,000	1,111,000	2,4	-		-	-	-	-	-	-	-	-
Skillem Road (Flower Mound Rd to Riverhill) **	905,000	-	-	-	-	-	-	905,000	85,561	2,3	819,440		-	-	-	-	-	-	-	-
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	1,050,000	-	-	-	-	-	-	1,050,000	150,000	2,5	900,000		-	-	-	-	-	-	-	-
Transportation Model Update and LOS Mapping	-	75,000	-	-	-	-	-	75,000	75,000	2	-		-	-	-	-	-	-	-	-
Waketon Road **	5,500,000	-	460,000	-	-	-	-	5,960,000	4,670,000	2,3,5,7	830,000		-	460,000	-	460,000	-	-	-	-
Windsor Roundabout Connection	-	325,000	-	-	-	-	-	325,000	325,000	2,4	-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 26,950,083	\$ 5,460,000	\$ 11,810,000	\$ 2,280,000	\$ 10,343,000	\$ 8,158,000	\$ 12,665,337	\$ 77,666,420	\$ 47,473,981		\$ 6,829,440		\$ -	\$ 23,363,000	\$ 1,315,000	\$ 9,345,000	\$ 340,000	\$ 240,000	\$ 5,383,000	\$ 6,740,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	250,000	\$ 250,000	0,2,4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
FM 1171 at Canyon Falls Blvd	-	-	250,000	-	-	-	-	250,000	50,000	0,2	-	-	200,000	-	200,000	-	-	-	-
FM 2499 at College Parkway	340,000	-	-	-	-	-	-	340,000	340,000	0,2,7	-	-	-	-	-	-	-	-	-
FM 2499 at Silveron	240,000	165,000	-	-	-	-	-	405,000	405,000	0,2	-	-	-	-	-	-	-	-	-
FM 407 at Browning - Reconstruction	25,000	300,000	-	-	-	-	-	325,000	25,000	2,4	-	-	300,000	300,000	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4,5	-	-	-	-	-	-	-	-	-
Morriss at Eaton	-	-	-	250,000	-	-	-	250,000	250,000	2,4	-	-	-	-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	250,000	250,000	250,000	0,2,4	-	-	-	-	-	-	-	-	-
Traffic Detection Rehabilitation	500,000	125,000	125,000	125,000	125,000	125,000	-	1,125,000	-	2	500,000	-	625,000	125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-	-	500,000	-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	275,000	455,000	-	-	-	-	-	730,000	730,000	0,2,4	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 1,380,000	\$ 1,045,000	\$ 375,000	\$ 375,000	\$ 125,000	\$ 125,000	\$ 2,250,000	\$ 5,675,000	\$ 3,550,000		\$ 500,000	\$ -	\$ 1,625,000	\$ 425,000	\$ 325,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morris to Chancellor) **	-	335,000	2,400,000	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Chancellor to Lake Shore) **	-	-	-	-	350,000	2,300,000	-	2,650,000	2,650,000	8	-	-	-	-	-	-	-	-	-
Grady Court Reconstruction (Homestead to Cul-de-sac)	-	675,000	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft West of Garden Ridge) **	-	-	950,000	-	-	-	-	950,000	950,000	8	-	-	-	-	-	-	-	-	-
Morris Road Panel Replacement (FM 3040 to FM 1171) **	-	4,040,000	-	-	-	-	-	4,040,000	4,040,000	8	-	-	-	-	-	-	-	-	-
Old Gerault Road Reconstruction	-	370,000	-	-	-	-	1,200,000	1,570,000	1,570,000	8,2	-	-	-	-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (5000 Timbercreek Rd. to Homestead St.) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase III (Homestead St. to Kirkpatrick Ln.) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-	-	-
Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-	-	-
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	1,350,000	-	-	-	-	-	-	1,350,000	1,350,000	8	-	-	-	-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	400,000	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	1,300,000	-	-	-	-	-	-	1,300,000	1,300,000	8	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 3,850,000	\$ 5,420,000	\$ 4,000,000	\$ 2,300,000	\$ 3,275,000	\$ 2,300,000	\$ 7,144,000	\$ 28,289,000	\$ 28,289,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
0. Impact Fees
 1. Grant and Interlocal Funds
 2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
 3. Escrow
 4. Decision Package
 5. Developer Agreement(s)
 6. Park Development Fund
 7. Tax Increment Reinvestment Zone (TIRZ)
 8. Dedicated Sales Tax
 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT		DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028								2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Fire and Police Training Center (West Flower Mound)	-	-	-	150,000	2,085,000	-	-	2,235,000	-	2	-	-	2,235,000	-	-	150,000	2,085,000	-	-	
Fire Station No. 1 Facility Upgrades **	1,223,375	670,000	-	-	-	-	-	1,893,375	763,375	2.4	980,000	-	150,000	150,000	-	-	-	-	-	
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-	-	6,800,000	-	-	300,000	6,500,000	-	-	
Fire Station No. 7 and Apparatus (Wichita Trail) **	2,070,000	5,700,000	-	-	-	-	-	7,770,000	1,250,000	2.4	2,070,000	-	4,450,000	4,450,000	-	-	-	-	-	
Library Expansion**	12,400,000	100,000	-	-	-	-	-	12,500,000	100,000	2.6,7	12,400,000	-	-	-	-	-	-	-	-	
Gibson-Grant Log Cabin Reconstruction	51,593	507,000	307,000	710,000	-	-	-	1,575,593	1,068,593	1.2	-	-	507,000	507,000	-	-	-	-	-	
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1.2	-	-	-	-	-	-	-	-	-	
Police and Courts Facility Upgrades **	3,331,000	-	-	-	-	-	-	3,331,000	1,571,000	2.4	1,760,000	-	-	-	-	-	-	-	-	
Storage Warehouse	650,000	1,100,000	-	-	-	-	-	1,750,000	1,100,000	2.4	650,000	-	-	-	-	-	-	-	-	
Town Hall **	18,919,000	140,000	-	-	-	-	-	19,059,000	859,000	2.7	18,200,000	-	-	-	-	-	-	-	-	
SUBTOTAL	\$ 38,734,968	\$ 8,217,000	\$ 307,000	\$ 1,160,000	\$ 8,585,000	\$ -	\$ -	\$ 57,003,968	\$ 6,801,968		\$ 36,060,000	\$ -	\$ 14,142,000	\$ 5,107,000	\$ -	\$ 450,000	\$ 8,585,000	\$ -	\$ -	

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019
Amendment 5

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
2018-19 Playground Replacements (Lakewood, Stone Creek, Thrush West, & Gerault parks) **	-	1,000,000	-	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-
2019-20 Playground Replacements (Chinn Chapel, and Pecan Orchard) **	-	-	350,000	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Bluebonnet, Colony, and Lakewood) **	-	-	-	425,000	-	-	-	425,000	425,000	8	-	-	-	-	-	-	-	-	-
2020-21 Playground Replacements (Grand, Cortadera, Wilkerson, Possum) **	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-
2021-22 Playground Replacements (Peacock) **	-	-	-	-	250,000	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase I	-	-	-	-	1,100,000	-	-	1,100,000	1,100,000	8	-	-	-	-	-	-	-	-	-
Bakersfield Park Improvements Phase 2	-	-	-	-	-	1,200,000	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-	-
Bakersfield Park Restroom & Concrete Walkway **	-	600,000	-	-	-	-	-	600,000	600,000	6.8	-	-	-	-	-	-	-	-	-
Bella Lago Park Master Plan	-	50,000	-	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	-	-
Canyon Falls Park Design	-	150,000	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-
Canyon Falls Park Development	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	2.6	-	-	-	-	-	-	-	-	-
Chinn Chapel Lighting Improvements	-	-	-	-	-	-	250,000	250,000	250,000	8	-	-	-	-	-	-	-	-	-
Comunity Activity Center Improvements	257,000	-	-	-	-	-	-	257,000	-	2	257,000	-	-	-	-	-	-	-	-
Courtadera Park Improvements (Loop Trail, Irrigation, Fence & Basketball Court Improvements)	-	200,000	-	-	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-	-
Dixon Park (add Pavilion and Amenities)	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-
Dunham Ranch Master Plan	-	-	-	-	-	150,000	-	150,000	150,000	8	-	-	-	-	-	-	-	-	-
Equestrian (Trail Head & Trails)	-	-	-	-	-	-	900,000	900,000	900,000	8	-	-	-	-	-	-	-	-	-
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-	-	-	-	-	-	-	-	-
Gerault Park Update (Pavilion, Electrical, Grills & Trash)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-	-	-
Gleenwick Park Upgrade (Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	-	-	-	200,000	-	-	200,000	200,000	8	-	-	-	-	-	-	-	-	-
Heritage Park (Lighting Improvements, Restroom at Dog Park, Upgrade Srufaces)	-	-	-	800,000	-	-	-	800,000	800,000	8	-	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase III	2,181,000	-	-	-	-	-	-	2,181,000	2,181,000	8	-	-	-	-	-	-	-	-	-
Heritage Park of Flower Mound Phase IV	2,400,000	-	-	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-	-	-
Individual Park Improvements (Shadow Ridge, Grand, Culwell, and Paker Square) **	-	-	-	-	300,000	-	-	300,000	300,000	8	-	-	-	-	-	-	-	-	-
Lakewood Park - Pavilion	-	75,000	-	-	-	-	-	75,000	75,000	8	-	-	-	-	-	-	-	-	-
Leonard Johns Park Upgrade (Lighting for Tennis)**	-	-	-	-	185,000	-	-	185,000	185,000	8	-	-	-	-	-	-	-	-	-
Park and Trail Amenities	510,000	50,000	50,000	50,000	50,000	50,000	-	760,000	760,000	2.6.8	-	-	-	-	-	-	-	-	-
Peters Colony Memorial Park Master Plan	-	105,000	-	-	-	-	-	105,000	105,000	2.8	-	-	-	-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2.6	-	-	-	-	-	-	-	-	-
Rheudasil Park Improvements	200,000	200,000	1,600,000	-	-	-	-	2,000,000	2,000,000	2.8	-	-	-	-	-	-	-	-	-
Rheudasil, Wilkerson, & Cortadera Parks Pond Dredging and Bank Stabilization	3,429,696	-	-	-	-	-	-	3,429,696	1,379,696	8	2,050,000	-	-	-	-	-	-	-	-
Tealwood Oaks Park Upgrade (Lighting for Tennis)**	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-	-	-
Tennis Center (Master Plan, Design, Construction)	-	-	-	-	-	-	5,560,000	5,560,000	5,560,000	8	-	-	-	-	-	-	-	-	-
Trail Connections (Bluebonnet,Indian Blanket, Pink Evening Primrose, Purple Coneflower, Texas Yellow Star, & White Lazy Daisy Trails)	-	-	-	-	-	-	4,700,000	4,700,000	4,700,000	8	-	-	-	-	-	-	-	-	-
Trails Master Plan	-	-	300,000	-	-	-	-	300,000	300,000	2.8	-	-	-	-	-	-	-	-	-
Wilkerson Park Upgrade (Lighting, Landscaping, and Irrigation)	-	-	-	-	175,000	-	-	175,000	175,000	2.8	-	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 9,777,696	\$ 2,430,000	\$ 4,800,000	\$ 2,275,000	\$ 2,260,000	\$ 2,150,000	\$ 13,610,000	\$ 37,302,696	\$ 34,995,696		\$ 2,307,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 80,692,748	\$ 22,572,000	\$ 21,292,000	\$ 8,390,000	\$ 24,588,000	\$ 12,733,000	\$ 35,669,337	\$ 205,937,085	\$ 121,110,645		\$ 45,696,440	\$ -	\$ 39,130,000	\$ 6,847,000	\$ 9,670,000	\$ 915,000	\$ 8,950,000	\$ 5,508,000	\$ 7,240,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028	Amend						2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 300,000	\$ 190,000	0.2	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand Elevated Storage Tank Chloramine System	-	150,000	-	-	-	-	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-
Canyon Falls 20-Inch Water Line	2,000,000	-	660,000	-	-	-	-	-	2,660,000	400,000	0.2	1,700,000	-	-	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	-	670,000	140,000	0.3	-	-	-	530,000	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,500,000	-	-	-	-	-	1,500,000	620,000	0.5	-	-	-	880,000	-	-	-	-
Denton Creek District - Water Reuse Master Plan	100,000	-	-	-	-	-	-	-	100,000	100,000	0.2	-	-	-	-	-	-	-	-
Denton Creek Reuse Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,600,000	-	7,600,000	-	0.2	-	-	-	-	-	-	-	7,600,000
Denton Creek Reuse Pipe Distribution Network	-	-	-	-	-	-	16,400,000	-	16,400,000	-	0.2	-	-	-	-	-	-	-	16,400,000
Denton Creek Spine Road 12-inch Water Line	100,000	-	600,000	1,700,000	-	-	-	-	2,400,000	200,000	0.2	-	-	-	600,000	1,700,000	-	-	-
Denton Creek District - Reuse Waterlines	400,000	-	225,000	775,000	-	-	-	-	1,400,000	1,400,000	0.2	-	-	-	-	-	-	-	-
Fire Station No. 7 Utilities	-	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	-	5,880,000	290,000	0.2	-	-	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	-	210,000	210,000	0.2	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	600,000	2,600,000	-	-	-	-	-	-	3,200,000	2,300,000	0.2,7	-	-	900,000	900,000	-	-	-	-
Freeman 12-Inch Water Line (Water Tower to 1,600 Feet North)	-	50,000	-	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	950,000	-	-	-	-	-	950,000	390,000	0.2	-	-	-	-	560,000	-	-	-
Glenview 12 Inch Water Line (Patriot Way to Old Gerault Rd)	-	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-
Grady Court Water Line	-	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-
High Road Water Line Replacement Phase I	2,250,000	-	-	-	-	-	-	-	2,250,000	-	2	2,250,000	-	-	-	-	-	-	-
High Road Water Line Replacement Phase II	-	350,000	3,150,000	-	-	-	-	-	3,500,000	-	2	-	-	350,000	3,150,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	-	2,447,620	87,620	0.2	50,000	-	-	2,310,000	-	-	-	2,310,000
Impact Fee Update	-	-	80,000	-	-	-	-	-	80,000	80,000	0.2	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - FM 1171)	700,000	700,000	-	-	-	-	-	-	1,400,000	700,000	0.2	-	-	700,000	700,000	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	-	320,000	320,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	135,000	-	-	-	-	-	-	-	135,000	135,000	0.2	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	-	1,380,000	500,000	0.2	-	-	880,000	-	-	-	-	880,000
Lakeside Business District - Water Reuse Master Plan	120,000	10,000	-	-	-	-	-	-	130,000	130,000	0.2	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	-	3,240,000	240,000	0.2	-	-	3,000,000	-	-	-	-	3,000,000
Morriss Road 20-Inch Water Line (Forest Vista to Lake Bluff)	-	200,000	2,000,000	-	-	-	-	-	2,200,000	200,000	2	-	-	-	2,000,000	-	-	-	-
Morriss Road Water Lines Phase I (Garden to Forest Vista)	100,000	1,300,000	-	-	-	-	-	-	1,400,000	500,000	2	-	-	900,000	900,000	-	-	-	-
Morriss Road Water Lines Phase II (FM 1171 to Milford)	-	-	350,000	2,650,000	-	-	-	-	3,000,000	-	2	-	-	3,000,000	-	350,000	2,650,000	-	-
Morriss Road Water Lines Phase III (FM 1171 to FM 407)	-	-	-	400,000	4,500,000	-	-	-	4,900,000	2,200,000	0.2,7	-	-	2,700,000	-	-	2,700,000	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	720,000	730,000	-	-	-	-	-	-	1,450,000	400,000	0.2,5	320,000	-	-	730,000	730,000	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	-	560,000	300,000	0.2	-	-	260,000	-	-	-	-	260,000
Red Bud Point Water Service Relocation	-	925,000	-	-	-	-	-	-	925,000	150,000	2	-	-	775,000	775,000	-	-	-	-
Rippy Road Water Line Improvements (FM 2499-Waketon)	750,000	-	-	-	-	-	-	-	750,000	350,000	0.2	400,000	-	-	-	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	-	1,490,000	490,000	0.2	-	-	1,000,000	-	-	-	-	1,000,000
Shady Point Acres Water Line Replacement	1,300,000	-	-	-	-	-	-	-	1,300,000	-	2	1,300,000	-	-	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	-	-	2,120,000	-	-	-	-	-	2,120,000	300,000	0.2	-	-	1,820,000	-	1,820,000	-	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	-	5,140,000	250,000	0.2	-	-	4,890,000	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	-	840,000	-	2	-	-	840,000	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	-	-	350,000	-	-	-	-	-	350,000	-	1,2	50,000	-	-	300,000	-	300,000	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	600,000	-	-	-	-	-	640,000	40,000	2	-	-	600,000	-	600,000	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	-	60,000	500,000	-	-	-	-	560,000	60,000	2	-	-	500,000	-	500,000	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	-	370,000	250,000	2	-	-	120,000	-	-	-	-	120,000
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	-	400,000	400,000	0.2	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	-	1,800,000	300,000	2	300,000	-	-	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	150,000	-	-	-	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	700,000	-	50,000	50,000	50,000	50,000	-	-	900,000	-	2	700,000	-	-	50,000	50,000	50,000	-	-
Water System Model Update	152,285	5,000	5,000	5,000	5,000	5,000	-	-	177,285	177,285	0.2	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	-	2,610,000	300,000	0.2	-	-	2,310,000	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	-	3,440,000	350,000	0.2	-	-	3,090,000	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	-	1,390,000	150,000	0.2	-	-	1,240,000	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
Woodbine Water Line Replacement	410,000	25,000	-	-	-	-	-	-	435,000	435,000	2	-	-	-	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	870,000	-	-	-	-	-	-	-	870,000	220,000	2	650,000	-	-	-	-	-	-	-
SUBTOTAL	\$ 12,584,905	\$ 7,835,000	\$ 13,150,000	\$ 6,380,000	\$ 4,955,000	\$ 355,000	\$ 53,850,000	\$ 99,109,905	\$ 17,194,905		\$ 7,830,000	\$ -	\$ 74,185,000	\$ 4,355,000	\$ 9,290,000	\$ 7,080,000	\$ 3,050,000	\$ 350,000	\$ 50,060,000

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028										2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ 75,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 621 Somerset Drive	150,000	175,000	-	-	-	-	-	325,000	325,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1600 & 1612 Strait Lane	-	-	-	-	200,000	-	-	200,000	200,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	-	-	175,000	200,000	-	-	-	375,000	375,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	-	-	75,000	-	75,000	75,000	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	100,000	-	-	-	-	-	-	100,000	100,000	2	-		-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	50,000	470,000	890,000	1,670,000	-	-	-	3,080,000	520,000	1,2,7	-		-		2,560,000		-	890,000	1,670,000	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,3	-		-		-		-	-	-	-	-	-
McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	-	-	50,000	-	-	-	-	50,000	50,000	1,4	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	-	75,000	425,000	500,000	500,000	1,5	-		-		-		-	-	-	-	-	-
Rangewood Drive Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
Shoreline Drive Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	1,6	-		-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 800,000	\$ 745,000	\$ 1,115,000	\$ 1,870,000	\$ 200,000	\$ 225,000	\$ 825,000	\$ 5,780,000	\$ 3,220,000		\$ -		\$ -		\$ 2,560,000		\$ -	\$ 890,000	\$ 1,670,000	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

Other Sources

0. Impact Fees

1. Grant and Interlocal Funds

2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)

3. Escrow

4. Decision Package

5. Developer Agreement(s)

6. Park Development Fund

7. Tax Increment Reinvestment Zone (TIRZ)

8. Dedicated Sales Tax

9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2018-2019
08/05/2019

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028							2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2028
Bakers Branch Collector Phase II (Lexington to Gerault)	1,850,000	-	-	-	-	-	-	1,850,000	350,000	0.2	1,500,000	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	80,000	-	-	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	2,230,000	-	250,000	250,000	250,000	250,000	-	3,230,000	130,000	2	2,100,000	-	1,000,000	-	250,000	250,000	250,000	250,000	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	850,000	-	-	-	-	-	-	850,000	400,000	0.2	450,000	-	-	-	-	-	-	-	-
Lift Station Improvements and Decommissioning	1,825,000	-	-	-	-	-	-	1,825,000	100,000	2	1,725,000	-	-	-	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	330,000	-	330,000	-	0.2	-	-	330,000	-	-	-	330,000	-	-
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	810,000	-	-	-	-	810,000	-	0.2	-	-	810,000	-	810,000	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	1,500,000	-	-	-	-	1,500,000	150,000	0.2	-	-	1,350,000	-	-	1,350,000	-	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	2,500,000	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	430,000	-	-	-	430,000	230,000	0.2	-	-	200,000	-	-	-	200,000	-	-
Southside Force Main Extension	-	-	300,000	2,100,000	-	-	-	2,400,000	1,400,000	0.2	-	-	1,000,000	-	1,000,000	-	-	-	-
Southside Gravity Improvements	-	-	-	-	-	-	3,900,000	3,900,000	1,000,000	0.2,3,5	-	-	2,900,000	-	-	-	-	-	2,900,000
Southside Pump Upgrade	-	-	90,000	1,012,000	-	-	-	1,102,000	452,000	0.2	-	-	650,000	-	650,000	-	-	-	-
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	300,000	-	-	300,000	-	0.2	-	-	300,000	-	-	-	300,000	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	960,000	1,700,000	-	-	-	-	-	2,660,000	410,000	0.2	550,000	-	1,700,000	1,700,000	-	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	350,000	3,350,000	-	-	-	-	-	3,700,000	-	2	350,000	-	3,350,000	3,350,000	-	-	-	-	-
Wastewater Master Plan	-	-	150,000	-	-	-	-	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	205,785	5,000	5,000	5,000	5,000	5,000	-	230,785	230,785	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	75,000	-	-	-	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	780,000	-	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	800,000	11,000,000	-	-	-	-	-	11,800,000	-	2	800,000	-	11,000,000	11,000,000	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	13,000,000	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	1,000,000	-	-	-	-	-	1,000,000
Wastewater Treatment Plant Ultraviolet System Update	250,000	2,750,000	-	-	-	-	-	3,000,000	250,000	2	-	-	2,750,000	2,750,000	-	-	-	-	-
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	420,000	-	-	-	-	420,000	95,000	0.2	-	-	325,000	-	325,000	-	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	720,000	-	-	720,000	-	0.2	-	-	720,000	-	-	-	-	720,000	-
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	410,000	-	-	410,000	-	0.2	-	-	410,000	-	-	-	-	410,000	-
Wichita Trail Lift Station Improvements	-	-	-	-	780,000	-	-	780,000	-	0.2	-	-	780,000	-	-	-	-	780,000	-
Woodbine Street Sewer Line	800,000	-	-	-	-	-	-	800,000	200,000	2	600,000	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 16,515,785	\$ 18,805,000	\$ 3,605,000	\$ 3,797,000	\$ 2,465,000	\$ 585,000	\$ 20,550,000	\$ 66,322,785	\$ 7,062,785		\$ 13,185,000	\$ -	\$ 46,075,000	\$ 18,800,000	\$ 3,035,000	\$ 1,600,000	\$ 250,000	\$ 2,990,000	\$ 19,400,000
GRAND TOTAL UTILITY FUND	\$ 29,900,690	\$ 27,385,000	\$ 17,870,000	\$ 12,047,000	\$ 7,620,000	\$ 1,165,000	\$ 75,225,000	\$ 171,212,690	\$ 27,477,690		\$ 21,015,000	\$ -	\$ 122,820,000	\$ 23,155,000	\$ 13,215,000	\$ 10,350,000	\$ 3,300,000	\$ 3,340,000	\$ 69,460,000

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 14

CONSENT ITEM

DATE: August 5, 2019

FROM: Kari Biddix, Park Development Manager

ITEM: 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.

BACKGROUND INFORMATION: The Community Development Corporation and Town Council approved the addition of a pavilion and other improvements for Lakewood Park for Fiscal Year 2018-2019 after recommendation from the Parks Board for Park and Recreation needs for the Capital Improvement Program projects.

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: \$33,223.60

Proposed Expenditure/(Revenue):

\$33,223.60

Account Number(s):

317-110-90605

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

This project is included in the FY2018-2019 Playground Replacements project. (Lakewood, Stone Creek, Thrush West & Gerault) Total project cost is \$1,000,000. Funding sources are:

- Dedicated Sales Tax \$ 1,000,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BuyBoard Proposal
2. Pavilion Picture

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

Playground Solutions of Texas, Inc

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

**ADDRESS**

Town of Flower Mound-
 Lakewood Park
 2121 Cross Timbers Road
 Flower Mound, TX 75028

SHIP TO

Town of Flower Mound-
 Lakewood Park
 2601 Stillwater Court
 Flower Mound, TX 75028

Estimate 1865**DATE 07/22/2019****EXPIRATION DATE 08/22/2019****PLAYGROUND SPECIALIST**

300-Eric Elder

PRODUCT	PRODUCT	QTY	RATE	AMOUNT
SOURCEWELL	Contract #030117-LTS Formerly NJPA	1	0.00	0.00
CHE20X24MR	CUSTOM 20'X24' CHELSEA SERIES SHADE SHELTER CLERESTORY SHELTER WITH GABLE-STYLE TWO TIER ROOF, MULTI-RIB PANEL METAL ROOF IN STANDARD KYNAR FINISH COLOR, STANDARD COLUMNS, 8' EAVE CLEARANCE, PROPELLER CUSTOM ORNAMENTATION BOTH GABLE ENDS OF UPPER TIER, AND POLI-5000 FACTORY EPOXY PRIME/POWDER COAT FRAME AND ORNAMENTATION FINISH IN STANDARD COLORS	1	25,750.00	25,750.00
INSTALLATION	INSTALLATION OF CHE20X24MR SHELTER INCLUDING 16 EXPOXY BOLTS EXCLUSION: CONCRETE FOOTINGS AND SLAB/PAD BY OTHERS. PERMITS BY OTHERS	1	7,878.00	7,878.00

TERMS: NET 30

SUBTOTAL	33,628.00
DISCOUNT	-2,575.00
SHIPPING	2,170.60

TOTAL	\$33,223.60
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Accepted By

Accepted Date



FRAME COLOR: **BUMPER BLACK**
 ROOF COLOR: **BUCKSKIN**

COLORS SHOWN ARE FOR REFERENCE ONLY.
 CONTACT INFO@POLIGON.COM TO REQUEST ACTUAL COLOR SAMPLES.

LAKEWOOD PARK
 FLOWER MOUND, TX
 CHE-20X24



TOWN COUNCIL AGENDA ITEM NO. 15

CONSENT ITEM

DATE: August 5, 2019

FROM: Kari Biddix, Park Development Manager

ITEM: 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.

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

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: \$248,037.83

Proposed Expenditure/(Revenue):	Account Number(s):
\$248,037.83	317-110-90819

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

This project is included in the FY2018-2019 Playground Replacements project. (Lakewood, Stone Creek, Thrush West & Gerault) Total project cost is \$1,000,000. Funding sources are:

- Dedicated Sales Tax \$ 1,000,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. BuyBoard Proposal
2. Play equipment picture

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

Playground Solutions of Texas, Inc

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

**ADDRESS**

Town of Flower Mound-
 Lakewood Park
 2121 Cross Timbers Road
 Flower Mound, TX 75028

SHIP TO

Town of Flower Mound-
 Lakewood Park
 2601 Stillwater Court
 Flower Mound, TX 75028

Estimate 1864**DATE 07/22/2019****EXPIRATION DATE 08/22/2019****PLAYGROUND SPECIALIST**

300-Eric Elder

PRODUCT	PRODUCT	QTY	RATE	AMOUNT
SOURCEWELL	SOURCEWELL CONTRACT #030117-LTS FORMERLY NJPA PLAYWORLD-PLAYPOWER, INC.	1	0.00	0.00
18-3930C	CUSTOM CHALLENGER TRAFFIC CONTROL TOWER	1	58,062.00	58,062.00
ZZYY9942	CONTROLLER KIT	1	35,504.00	35,504.00
ZZYY8933	PLANE FRONT END	1	8,295.00	8,295.00
ZZYY9860	CH 8' LOOP LADDER	2	3,127.00	6,254.00
ZZYY8935	PLANE FRONT WHEEL	2	904.00	1,808.00
ZZYY8941	WALK THE PLANK	2	2,356.00	4,712.00
ZZYY6664	PM 276" POST	6	545.00	3,270.00
ZZYY6665	PM 255" POST	1	524.00	524.00
ZZYY6454	BARO VON CLOUD HOPPER	1	15,091.00	15,091.00
ZZXX0065	SPIN CUP	1	775.00	775.00
ZZXX0483	COZY COCOON - SPINNING	1	2,855.00	2,855.00
ARCH SWING 350	ARCH SWING 350	1	2,005.00	2,005.00
ARCH SWING 350 ADD-A-BAY	ARCH SWING 350 ADD-A-BAY	1	1,308.00	1,308.00
ZZXX0265	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	1	196.00	196.00
ZZXX0635	SWING ALONG SEAT 8' TOP RAIL	1	845.00	845.00
ZZPSH029	HIP 20'x30'x12' - IN GRND	1	5,532.00	5,532.00
SP10108	SINGLE POST PYRAMID 10x10x8	2	1,820.00	3,640.00
SED DRAWINGS-USA SHADE	SEALED ENGINEERED DRAWINGS	1	867.00	867.00
BONDFLEX PIP	POURED IN PLACE SURFACING	5,500	17.68	97,240.00

PRODUCT	PRODUCT	QTY	RATE	AMOUNT
INSTALLATION	INSTALLATION OF PLAYGROUND EQUIPMENT	1	32,414.66	32,414.66
EQUIPMENT REMOVAL	REMOVAL AND DISPOSAL OF EXISITNG PLAYGROUND AND ENGINEERED WOODFIBER	1	5,377.99	5,377.99
INSTALLATION	INSTALLATION SINGLE POST PYRAMID 10x10x8	2	1,364.05	2,728.10
CONCRETE	CONCRETE FOOTER-18" DIAM X 48" DEEP NON-ENGINEERED CONCRETE FOOTER *PRICE AND SIZE SUBJECT TO CHANGE WITH APPROVED ENGINEERED DRAWINGS* *EXCAVATED DIRT TO BE SPOILED ON SITE*	2	338.83	677.66
INSTALLATION	INSTALLATION OF HIP 20'x30'x12' - IN GRND	1	5,072.81	5,072.81
CONCRETE	CONCRETE FOOTER-24" DIAM X 72" DEEP NON-ENGINEERED CONCRETE FOOTER *PRICE AND SIZE SUBJECT TO CHANGE WITH APPROVED ENGINEERED DRAWINGS* *EXCAVATED DIRT TO BE SPOILED ON SITE*	4	878.59	3,514.36

TERMS:NET 30

SUBTOTAL

298,568.58

DISCOUNT

-59,373.20

SHIPPING

8,842.45

TOTAL

\$248,037.83

Accepted By

Accepted Date

Note: All custom designs and artwork are conceptual and could change upon final design and order. An additional turn-around time should be expected when order is placed. Any panel graphics shown can be designed specifically to meet the customers needs.



ATTACHMENT 2

Lakewood Park 2

18-3930E

Sales Representative

PLAYGROUND SOLUTIONS
— OF TEXAS —

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
Metallic Gray	Blue	Blue-Yellow	Brown
Light Gray	Orange	Orange-Sand	Gray
Plum	Graystone	Plum-Sand	Red
	Yellow		



TOWN COUNCIL AGENDA ITEM NO. 16

CONSENT ITEM

DATE: August 5, 2019

FROM: Jimmy Stathatos, Town Manager

ITEM: Consider approval of an ordinance amending the duties of the Judge of Municipal Court of Record to modify the number of reports to the Town Council required per year.

BACKGROUND INFORMATION: Municipal Court Judge Jeff Tasker was appointed by Ordinance (41-18) on December 17, 2018, and with the following reporting requirements:

The Judge shall provide the Town Council with quarterly updates of matters in the Flower Mound Municipal Court, and such updates shall be presented by the Judge to the Town Secretary (for distribution to the Town Council) within ten (10) calendar days following March 31, 2019, June 30, 2019, September 30, 2019, December 31, 2019, March 31, 2020, June 30, 2020, September 30, 2020, and December 31, 2020.

At the request of Mayor Dixon, and based on past reports from Judge Tasker, including his professional background and experience, it is believed that the frequency of this reporting may be reduced to a semi-annual schedule as follows:

The Judge shall provide the Town Council with semi-annual updates of matters in the Flower Mound Municipal Court, and such updates shall be presented by the Judge to the Town Secretary (for distribution to the Town Council) within ten (10) calendar days following December 31, 2019, June 30, 2020, and December 31, 2020.

If approved, this Ordinance would change the frequency of the reporting requirement for the Judge to a semi-annual schedule as indicated above.

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 Ordinance

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

ORDINANCE NO. _____

PAGE 1

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AMENDING THE DUTIES THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND TO MODIFY THE NUMBER OF REPORTS TO THE TOWN COUNCIL REQUIRED PER YEAR; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, via Ordinance No 41-18 the Town Council appointed a Municipal Judge to preside over the judicial functions for the Flower Mound Municipal Court of Record with certain duties and responsibilities; and

WHEREAS, The Town Council now wishes to modify the modify the duties of the Municipal Judge related to reports to the Town Council

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

SECTION 1

Subsection "a" of the "Duties" section of Exhibit "A" "Duties and Responsibilities, Presiding Judge, Town of Flower Mound" attached to and incorporated into Ordinance No 41-18 is amended to read as follows:

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

Duties.

- a. The Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances, and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. The Judge shall provide the Town Council with semi-annual updates of matters in the Flower Mound Municipal Court, and such updates shall be presented by the Judge to

ORDINANCE NO. _____**PAGE 2**

the Town Secretary (for distribution to the Town Council) within ten (10) calendar days following December 31, 2019, June 30, 2020, and December 31, 2020. Upon request of the Mayor or Town Council, such updates may be presented at a scheduled Town Council meeting.

All other language in Exhibit "A" to Ordinance No 41-18 shall remain unchanged.

SECTION 2

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

SECTION 3

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

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 5TH DAY OF AUGUST, 2019.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 17

CONSENT ITEM

DATE: August 5, 2019

FROM: Blake Hummel, Senior Project Engineer

ITEM: 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.

BACKGROUND INFORMATION: On June 18, 2018, Cam-Crete Contracting, Inc., was awarded the Firewheel Drive Roadway Improvements project, in the amount of \$393,734.00.

Change Order No. 3 provides for additional work on Town requested items and the reconciliation of actual quantiles of work completed. During construction, large voids were discovered underneath the existing paving panels on southbound Firewheel. Change Order No. 3 includes replacement of the identified failed paving panels. Change Order No. 3 increases the contract in the amount of \$41,514.81, for a revised contract amount of \$464,711.88.

BOARD REVIEW/CITIZEN FEEDBACK: NA

ALTERNATIVES/OPTIONS: NA

FISCAL IMPACT: \$41,514.81

Proposed Expenditure/(Revenue):	Account Number(s):
\$41,514.81	531-220-78033

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

This project began FY2016-2017. Total project cost is currently \$555,000. CIP amendment on tonight's agenda adds \$60,000 to project. Total project cost is \$615,000. Funding sources are:

- Impact Fees \$ 555,000
- Project Savings \$ 60,000

LEGAL REVIEW: NA

ATTACHMENTS:

1. Change Order No. 3

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

Page 1 of 1



TOWN COUNCIL AGENDA ITEM NO. 18

CONSENT ITEM

DATE: August 5, 2019

FROM: Theresa Scott, Town Secretary

ITEM: 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.

BACKGROUND INFORMATION: The Street Maintenance Sales and Use Tax was originally approved by the voters on Nov. 6, 2007, and reauthorized by the voters in 2011 and 2015. In order to continue the sales tax, it must be reauthorized by the voters. The reauthorization period is for four years. The current sales tax for street maintenance would expire on March 31, 2020, without a reauthorization put forward and approved by the voters. The Street Maintenance Sales and Use Tax is the primary funding source for street reconstruction projects within the Town.

The polling locations for this election are as follows:

Early Voting (Denton County): Community Activity Center, 1200 Gerault Rd

Election Day (Denton County):

- 1) Flower Mound Community Activity Center, 1200 Gerault Rd for Precincts generally located East of FM 2499
- 2) Flower Mound Senior Center, 2701 West Windsor Drive for Precincts generally located West of FM 2499

The Library is currently under construction (expansion project) and not available for use as a polling location.

Tarrant County locations remain to be determined.

The statutory deadline date for calling the election is August 19th.

Proposed Expenditure:	Account Number(s):
\$20,920	100-610-10300-5110

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

LEGAL REVIEW: Ben Gibbs of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., prepared the Ordinance as to form and legality.

ATTACHMENTS:

1. Draft ordinance

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

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING 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, A BALLOT PROPOSITION TO REAUTHORIZE A LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING FOR ELECTION PROCEDURES AND OFFICERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on November 6, 2007 the eligible voters of the Town of Flower Mound, Texas approved a ballot proposition to adopt the municipal street maintenance sales and use tax at the rate of one-fourth of one percent within the Town as permitted by chapter 327 of the Texas Tax Code and on November 8, 2011 and November 3, 2015 the eligible voters of the Town approved a ballot proposition to reauthorize the said sales and use tax at the same rate; and,

WHEREAS, Section 327.007 of the Tax Code provides that the municipal street maintenance sales and use tax expires on the fourth (4th) anniversary of the date the tax originally took effect unless the tax is reauthorized by a special election called and held for that purpose; and,

WHEREAS, Section 41.001 of the Texas Election Code establishes November 5, 2019 as a uniform election date for the purposes of conducting a special election; and,

WHEREAS, the Town Council desires to conduct an election to ascertain whether the local sales and use tax at the rate of one-fourth (1/4) of one percent (1%) for maintenance and repair of municipal streets shall be reauthorized within the Town consistent with Chapter 327 of the Texas Tax Code; and,

WHEREAS, the Town intends to contract with Denton County and Tarrant County for election services, administration, and equipment pursuant to Section 31.092(a) if the Texas Election Code, as amended (the "Agreements");

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

SECTION 1.
ELECTION ORDER

In accordance with the general laws and Constitution of the State of Texas and Sections 327.003 and 327.007 of the Texas Tax Code, a special election is hereby called and ordered for the 5th day of November, 2019, to submit to the voters a proposition to determine whether to reauthorize the adoption of a one-quarter (1/4) of one percent (1%) sales and use tax for street maintenance purposes.

SECTION 2.
BALLOT PROPOSITION

The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the proposition, with the ballots to contain such provisions, markings and language as required by law, and with such proposition to be expressed substantially as follows:

ORDINANCE NO. _____

Page 2

PROPOSED

FOR () AGAINST ()	The reauthorization of the local sales and use tax in the Town of Flower Mound, Texas at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.
--	--

SECTION 3.
POLLING PLACE

The polling places for the special election shall be located in each precinct established by Denton and Tarrant Counties, at the Flower Mound Community Activity Center, 1200 Gerault Rd, Flower Mound, Texas 75028; the Flower Mound Senior Center, 2701 West Windsor Drive, Flower Mound, Texas, 75028; and at other locations specified in the Agreements. Election Day voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 4.
PROCEDURES FOR THE SPECIAL ELECTION

The special election shall be conducted in accordance with the provisions of the Texas Election Code. The Town intends to enter into an agreement for election services with Denton County and Tarrant County (the "Agreements"). Procedures for the general and special election will be established in the Agreements.

SECTION 5.
PUBLICATION AND POSTING OF NOTICE OF SPECIAL ELECTION

Notice of the special election shall be published at least once, not more than thirty (30) days nor less than ten (10) days before the special election in the official newspaper of the Town in accordance with the provisions of the Election Code. Additionally, notice shall be posted not later than twenty-one (21) days prior to Election Day in the regular place for posting notice of meetings of the Town Council of the Town, and shall remain posted continuously through Election Day. Notice of the special election shall be delivered to the Denton County Elections Administrator and the Tarrant County Elections Administrator no later than the 60th day before Election Day. Upon publication of the special election notice, the Town Secretary shall secure a publisher's affidavit.

SECTION 6.
EARLY VOTING CLERKS

In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk for the purposes of conducting said special election for the portion of the Town of Flower Mound that is within Denton County:

Frank Phillips, Early Voting Clerk
PO Box 1720
Denton, Texas 76202

For the portion of the Town of Flower Mound that is within Tarrant County, the following named person is hereby appointed as the Early Voting Clerk:

Heider Garcia, Early Voting Clerk
P.O. Box 961011
Fort Worth, Texas 76161

SECTION 7.

ORDINANCE NO. _____

Page 3

EARLY VOTING

Early Voting by personal appearance shall be conducted beginning on October 21, 2019, and continuing through November 1, 2019, on days and times specified in the Agreements, at the Flower Mound Community Activity Center, 1200 Gerault Rd, Flower Mound, Texas 75028, and at other locations specified in the Agreements.

Applications for early voting by mail in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton Texas 76202, FAX 940-349-3201 email: elections@dentoncounty.com to be received not later than the close of business on October 18, 2019. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

Applications for early voting by mail in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas 76111, FAX: 817-831-6118, email: votebymail@tarrantcounty.com to be received not later than the close of business on October 18, 2019. Early Voting ballots for Tarrant County shall be mailed to Early Voting Clerk, P.O. Box 961011, Fort Worth, Texas, 76161-0011. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Joint Election Agreements.

An Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed per the Agreements.

SECTION 8.
GOVERNING LAW

The special election shall be held in accordance with the constitution of the United States, the Texas Election Code, and Chapter 327 of the Texas Tax Code, and all resident qualified voters of the Town shall be eligible to vote in the special election.

SECTION 9.
NECESSARY ACTIONS

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

SECTION 10.
CUMULATIVE

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 where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 11.
SEVERABLE

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of

ORDINANCE NO. _____

Page 4

competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 12.
EFFECT

This ordinance shall be in full force and effect 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 THE 5th DAY OF AUGUST, 2019.**

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 19

REGULAR ITEM

DATE: August 5, 2019

FROM: Andy Kancel *AK*

ITEM: Discuss and consider options and alternatives as it relates to crossing guard services, including whether or not to continue, amend, or terminate the existing contract for crossing guard services with All Cities Management Services, Inc. (ACMS)

BACKGROUND INFORMATION: At the June 21, 2019, Strategic Planning Session, the Town Council gave staff direction to review the All City Management Services, Inc., (ACMS) contract for crossing guard services. The purpose of this item is to review the ACMS contract and provide information regarding other options and alternatives.

The Town entered into contract with ACMS on May 15, 2017, and has renewed for two subsequent years. The ACMS contract includes recruiting, hiring, and administration of over 50 crossing guards to staff the Flower Mound school crosswalks. In school-year 2018-2019 ACMS provided 99.9% staffing levels with only 13.5 hours of required backfill by the Flower Mound Police Department, compared to 95% staffing and 1232 backfill hours when last managed by the Town. The costs, services, and options will be discussed in detail in the presentation of this item.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The options are to continue the contracted program, identify another suitable company to run the program, or to bring the crossing guards back under Town employment.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. ACMS Contract

DRAFT MOTION(S):

1. Move to make no changes to the existing contract between the Town of Flower Mound and All Cities Management Services, Inc.
2. Move to modify the contract with All Cities Management Services, Inc., to include the requirement to add third party employee surveys for crossing guards and language to include a responsibility for ACMS to foster positive working relationships with open lines of communication.
3. Move to terminate the contract with All Cities Management Services, Inc., and with written notice to be provided ninety days prior to the end of the 2019-2020 school year, or on _____ (date desired by Council) and revert crossing guard services back to the Town under the operations of the Police Department.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated April 17, 2019 and is between the TOWN OF FLOWER MOUND, TX (hereinafter called the "Town" and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2019 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel for the Town equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Town.
3. The Town's representative in dealing with the Contractor shall be designated by Flower Mound Police Department.
4. The Town shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state of Texas and the Flower Mound Code. Contractor shall perform criminal background checks and pre-employment drug screening on all prospective personnel. Contractor shall maintain confirmation or record of each employee that has completed and passed each perspective test. Contractor shall also conduct criminal background checks on all Crossing Guards currently contracted and working under this agreement at the commencement of each school year.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state of Texas and the Flower Mound Code pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under the Town's jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling. The Town authorizes certain locations and specific shifts to be designated as Optional Sites (see Exhibit B). Crossing Guards assigned to these sites will be classified as Floater Guards and serve as alternates at other locations when needed. The potential relocation of Crossing Guards from these sites is done with the approval of the Police Department, is based on meeting the safety needs of the program at large and will not incur a penalty if/when the sites are without coverage.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Town a Certificate of Insurance naming the Town and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Town, its officers, agents and interest of the Town. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the Town.
11. Contractor agrees to defend, indemnify and hold harmless the Town, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the Town its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay the Town, its officers, agents, or employees, any and all costs and expenses incurred by the Town, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of the Town, liability will be apportioned between Contractor and the Town based upon the parties' respective

degrees of culpability, as determined by the court, and Contractor's duty to indemnify the Town will be limited accordingly.

- e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Town for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).
- 12. Either party shall have the right to terminate this Agreement by giving Ninety (90) days written notice to the other party.
- 13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Town.
- 14. The Town agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-One Dollars and Fifty-Six Cents (\$21.56) per hour, per Crossing Guard for the 2019-2020 fiscal year, Twenty-Two Dollars and Thirty-One Cents (\$22.31) per hour, per Crossing Guard for the 2020-2021 fiscal year and Twenty-Three Dollars and Nine Cents (\$23.09) per hour, per Crossing Guard for the 2021-2022 fiscal year. The town also agrees to pay additional costs for Annual Background Checks and Drug Screening. The total annual projected costs for this program are shown on Exhibit A.

If Contractor after ten minutes past scheduled service start time, fails to perform service, requiring the Town to deploy a Police Officer or other Town employee to perform service, Contractor shall credit Town the sum of \$40.00 per hour worked by Town employee.

- 15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
- 16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the State of Texas or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide the Town with 60 days-notice of its request to increase pricing. The Town agrees to review and respond to said notice within 30 days of receipt.
- 17. The Town shall have an option to renew this contract for an additional one (1) year term. In the event this Agreement is extended beyond June 30, 2022; the compensation and terms for services shall be established by mutual consent of both parties.
- 18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or

contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

Town of Flower Mound

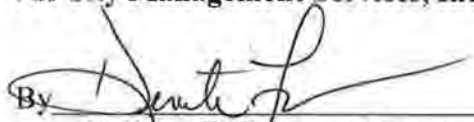
By Steve Dixon
Signature

Steve Dixon

Print Name and Title

Date 4/17/2019 | 7:03 AM PDT

All City Management Services, Inc.

By 
D. Farwell, Corporate Secretary

Date: 4/16/19



TOWN COUNCIL AGENDA ITEM NO. 20

REGULAR ITEM

DATE: August 5, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **Consider a request for a Site Plan (SP19-0001 Lakeside Crossing Buildings 4 & 5, Phase 2) to develop two retail buildings. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive. (*The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its June 10, 2019, meeting.*)**

BACKGROUND INFORMATION: *This item was tabled to date certain at the June 17, 2019, Town Council meeting. On July 12, 2019, the applicant submitted a written request to postpone this item to the August 5, 2019, Town Council public hearing.*

At the June 17, 2019 Town Council meeting, 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 that the design of the buildings was comprised of one-story retail buildings, which was a change from the two-story buildings that were depicted on the approved concept plan.

The applicant has submitted revised elevations incorporating a design that provides an appearance of two story buildings.

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.

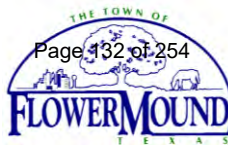
The applicant submitted a revised site plan, landscape plans, and elevations addressing concerns from the Planning and Zoning Commission, which has been included as Attachment 2. The proposed elevations, particularly the western façades, include additions of niches with contrasting borders and changes 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

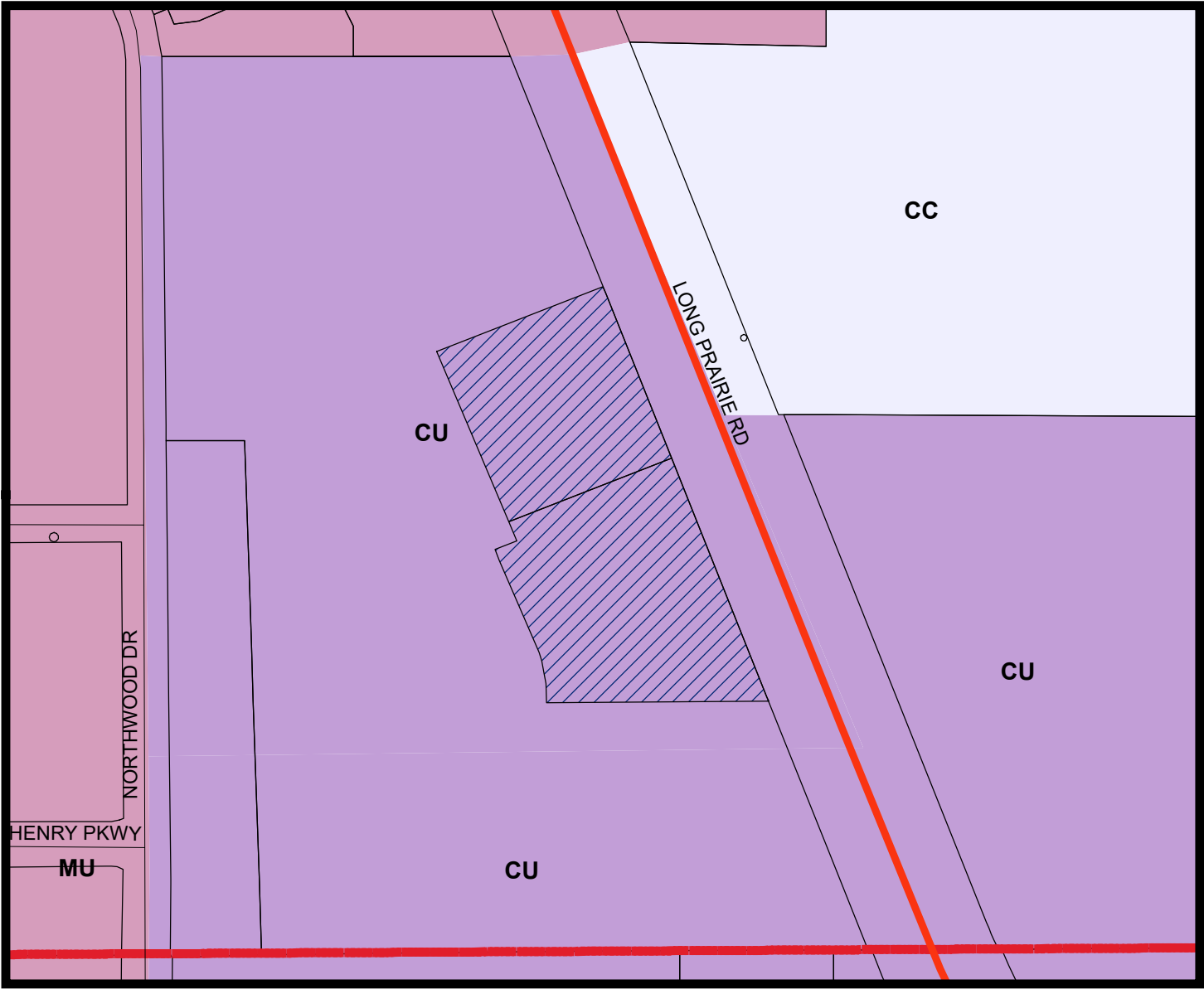
B. Application Details

1. Site Plan Package



Vicinity Map

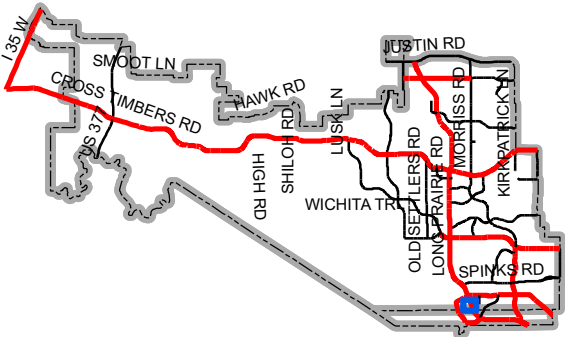
Reference Project: SP19-0001



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,

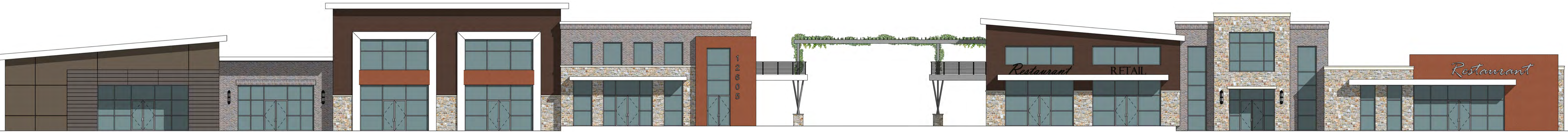
Scott Minnis

Project Manager, Engineering

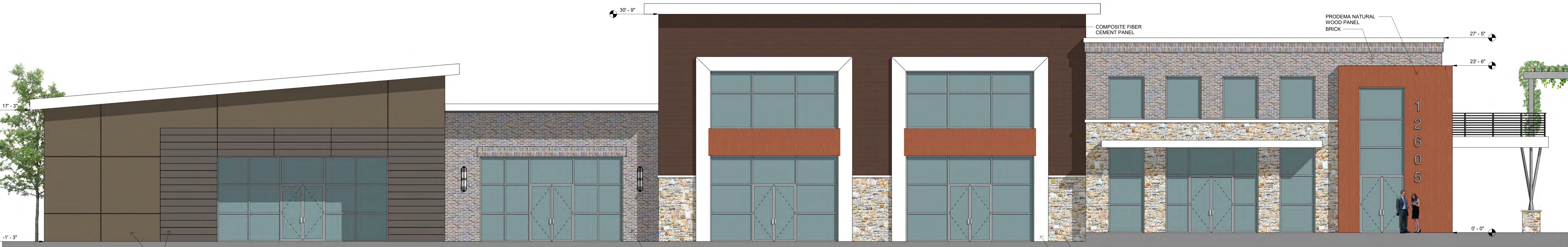
cc. Mr. Robert J. Dollak, Jr, P.E.

Mr. Troy Lewis, Newstream Commercial





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%



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; $\pm 11.1\%$
Building 5	15,205 SF; $\pm 11.5\%$
Impervious Coverage	$\pm 90\%$
Pervious Area	$\pm 10\%$

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

Office – 1 space per 300 Square Feet
Restaurant/Patio – 1 space per 75 Square Feet

Lakeside Crossing Buildings 425	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 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 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

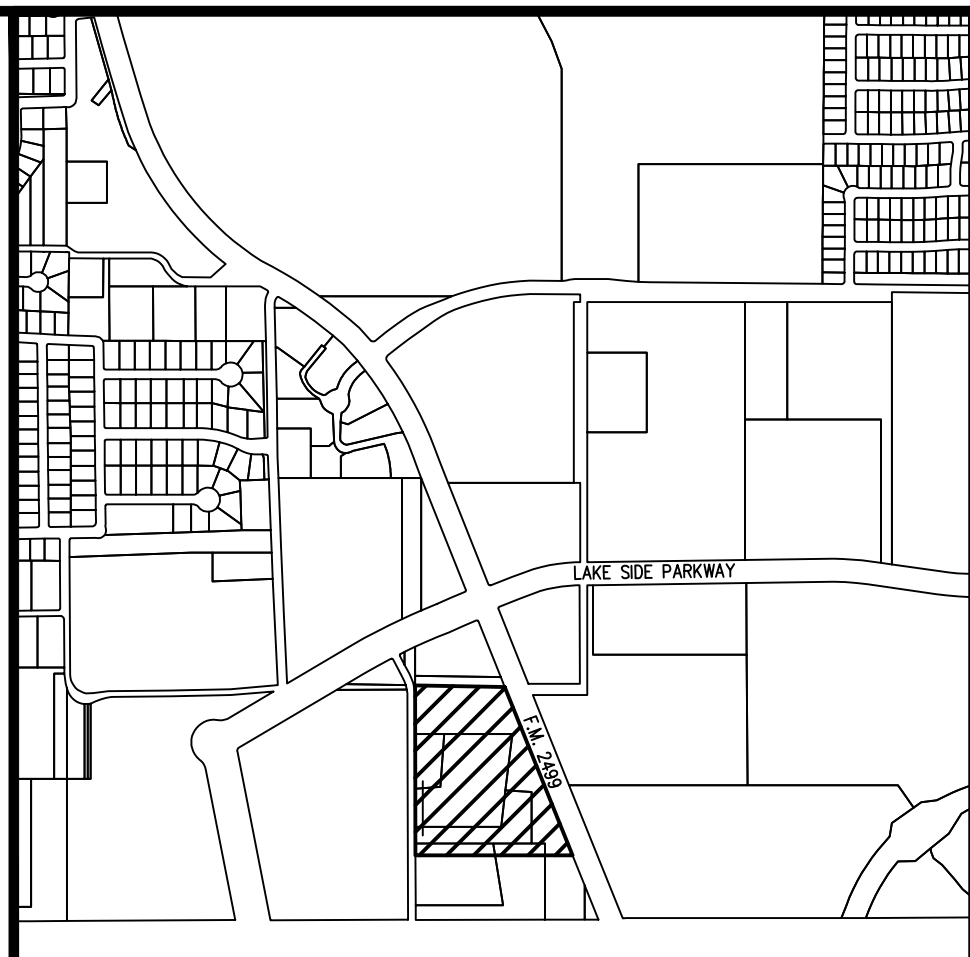
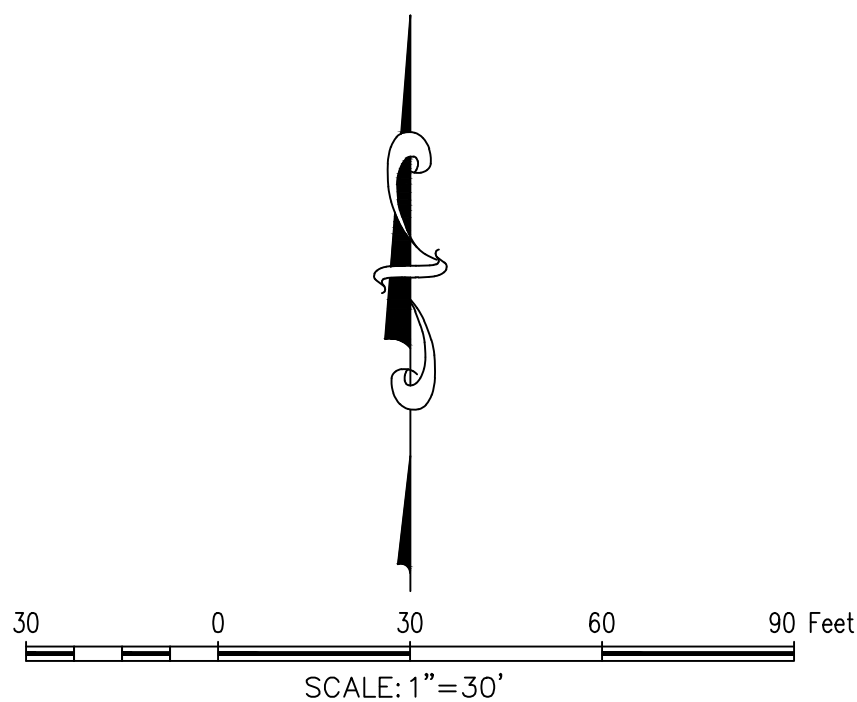
	SCHEDULE OF MIXED USE PARKING - BLDGS. 4&5				
	Weekday		Weekend		Night
	Daytime 6A-6P	Evening 6P-Mid	Daytime 6A-6P	Evening 6P-Mid	Midnight 6A
Office	22	3	3	2	2
Retail	26	47	52	37	3
Restaurant	77	153	153	153	16
Hotel	0	0	0	0	0
Totals	125	203	208	192	21

*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 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 (452 on-site + 18 on-street parking spaces)



Vicinity Map 1"=1000'

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

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

NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL 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.

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lots 4 & 5, Block A
3.040 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLAN AND DIMENSION CONTROL PLAN

PRELIMINARY PLANS

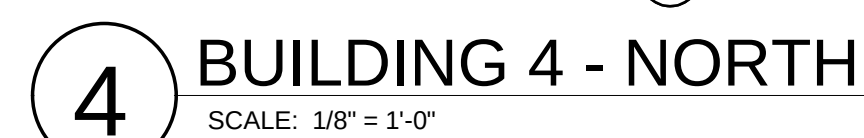
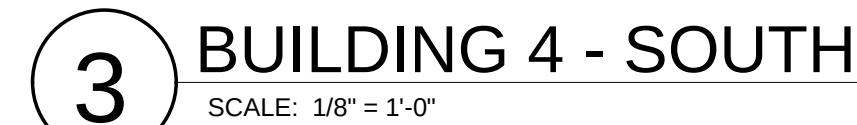
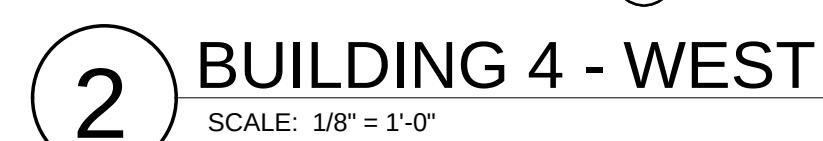
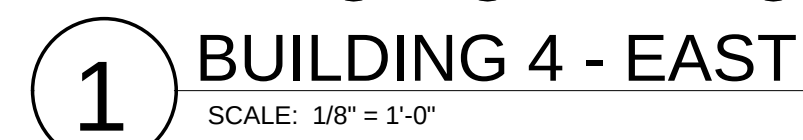
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 19762
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 6/4/2019

Drawn By: JMB
Date: 01/07/2019
Scale: 1"=30'
Revisions:
03/13/2019
04/15/2019
05/20/2019

18351

C3

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS



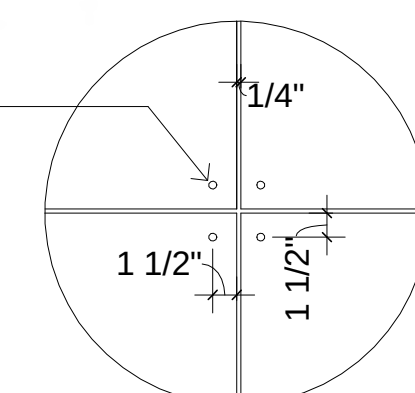
BUILDING 4 - RETAIL/RESTAURANT	NORTH*	SOUTH*	EAST*	WEST*
TOTAL FAÇADE SQUARE FOOTAGE:	2325	2511	5176	4844
FAÇADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	2157	1823	3569	4722
DOORS AND WINDOWS SQ. FT.	168	688	1607	122
PRIMARY MASONRY TOTALS (%)	95.97%	96.43%	92.41%	97.27%
BRICK SQ. FT.	0	0	604	0
STONE SQ. FT.	1541	417	1206	2363
STUCCO/EIJS 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"



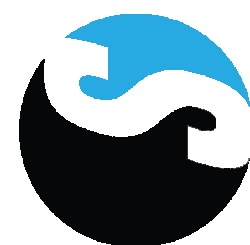
PRODEMA JOINT DETAIL

SCALE: 1" = 1'-0"

SHOPS AT LAKESIDE
Flower Mound, Texas

LAKE SIDE — — CROSSING —

Specific Space



NO.	REVISION	DATE
4	REVISION 4	04.15.19

Project #: 14001

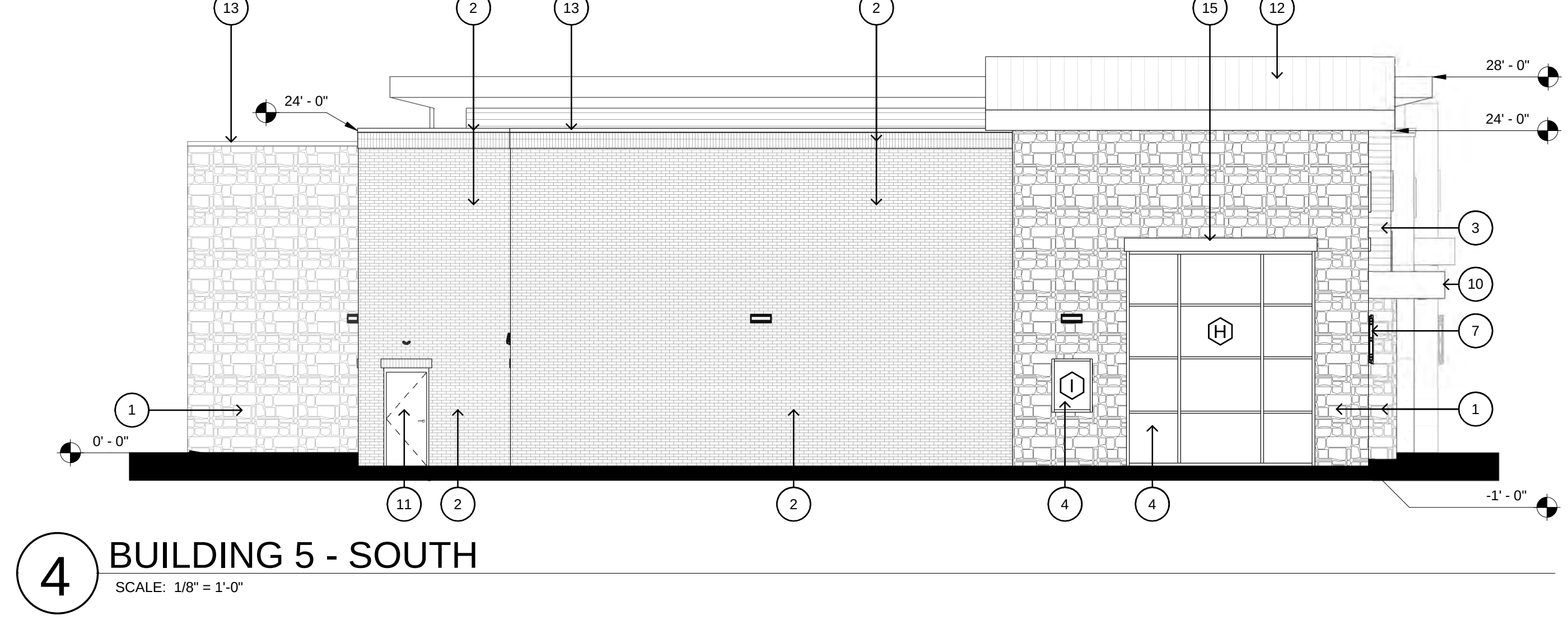
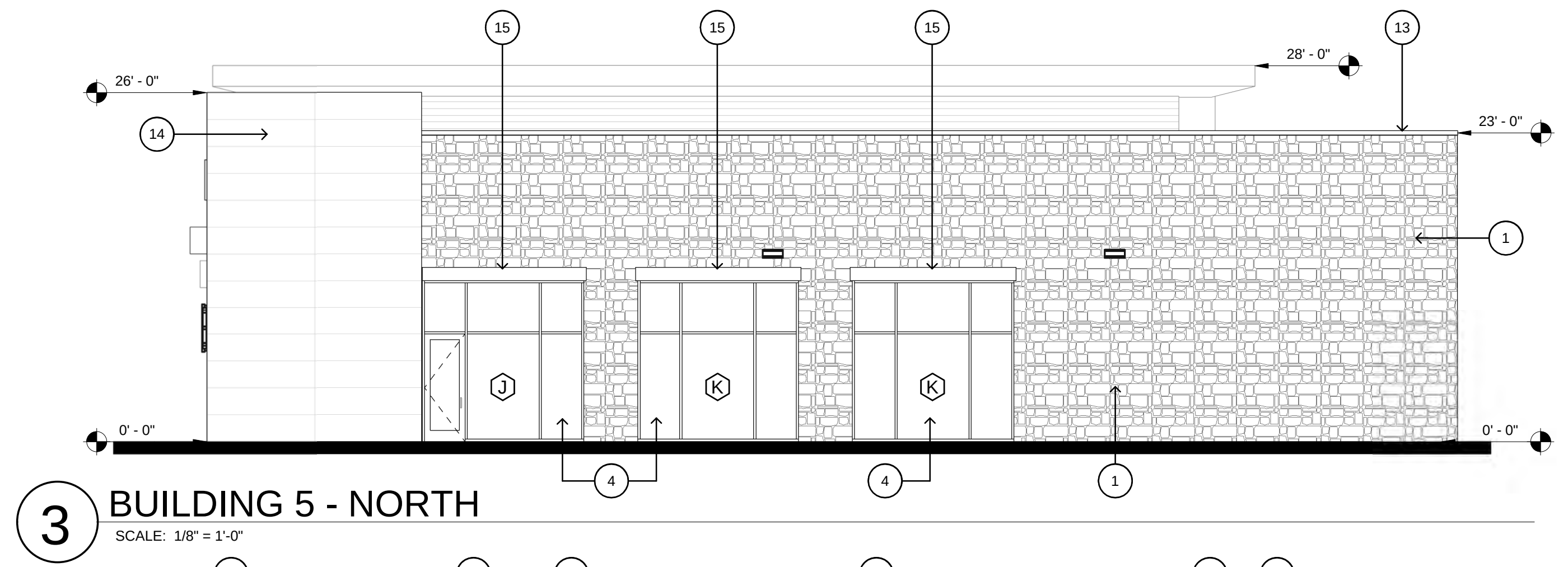
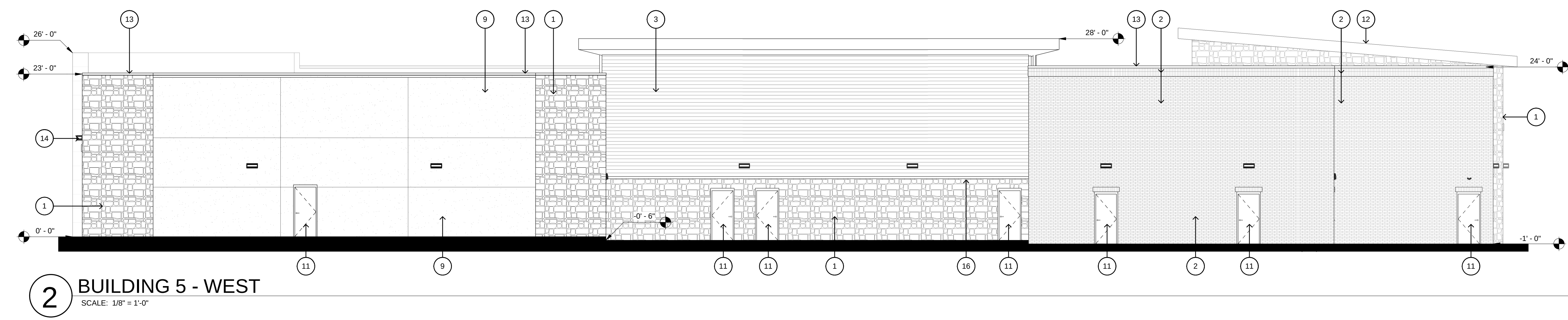
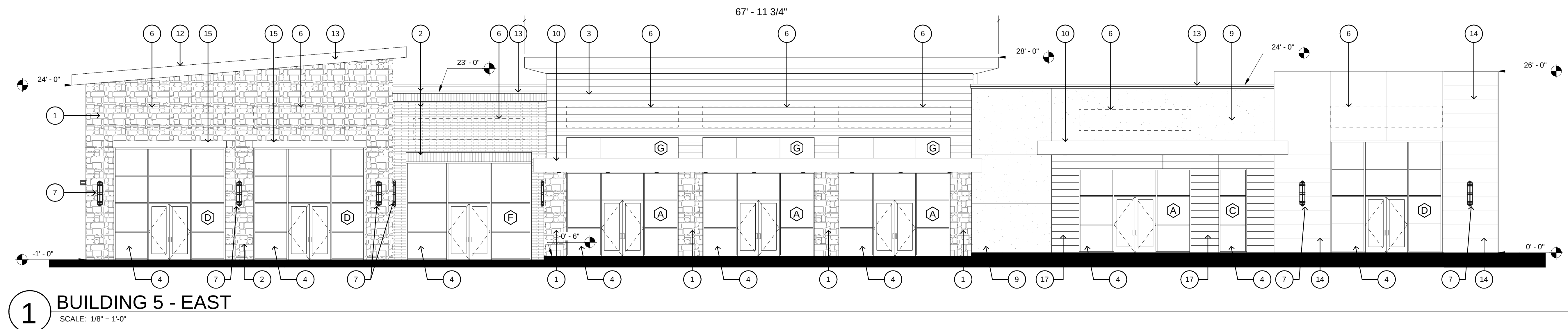
Date	04.15.19
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Drawn by: MRT

Checked by: MRT

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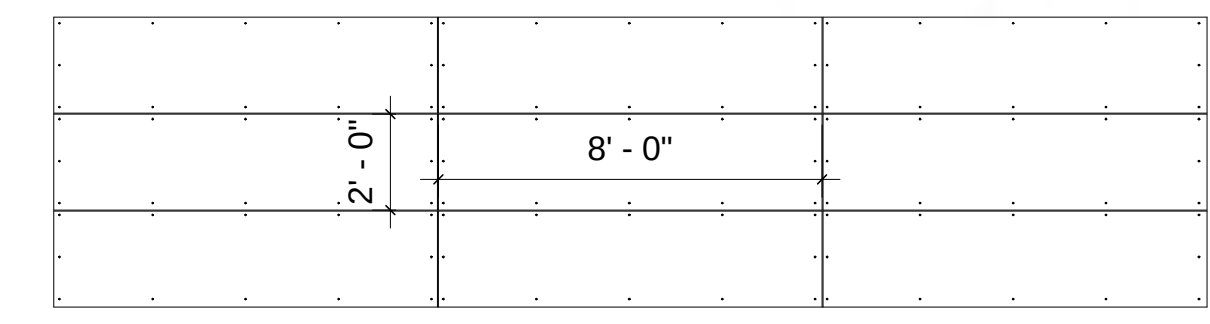
BUILDING 4 ELEVATIONS



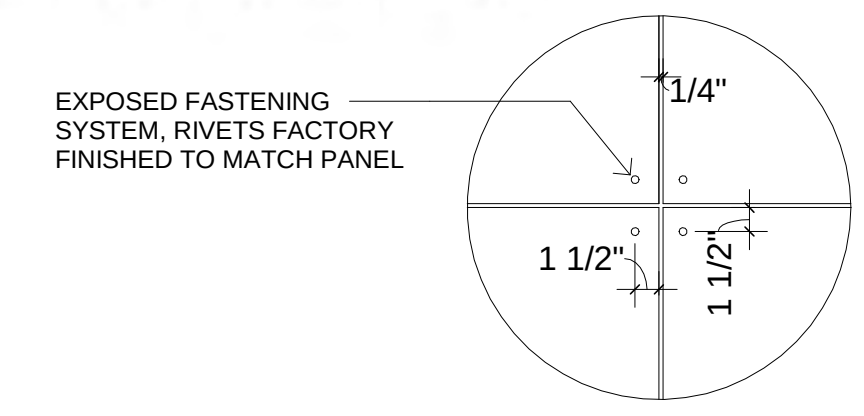
KEYED NOTES				
1	STONE (CORONADO STONE PRODUCTS - FRENCH COUNTRY VILLA SERIES); COLOR: CHAMPAGNE.			
2	BRICK (TRIANGLE BRICK); COLOR: GRAND ISLE.			
3	ARCHITECTURAL COMPOSITE WALL PANEL (NICHIA ROUGHSAWN); COLOR: ESPRESSO.			
4	ALUMINUM STOREFRONT SYSTEM (CLEAR ANODIZED ALUMINUM).			
6	FUTURE TENANT SIGNAGE.			
7	SCONCE LIGHT RE. ELEC.			
9	STUCCO/EIFS (PAREX USA); COLOR: CAVERN.			
10	PREFINISHED ALUMINUM CANOPY.			
11	DOOR AS SCHEDULED.			
12	PREFINISHED STANDING SEAM METAL ROOF.			
13	PREFINISHED COPING CAP (PAC-CLAD); COLOR: ALMOND.			
14	COMPOSITE WOOD PANEL (PRODEMA - PRODEX); COLOR: RUSTIK.			
15	DECORATIVE CMU HEAD (HEADWATERS); COLOR: WHITE LIMESTONE.			
16	DECORATIVE CMU SILL (HEADWATERS); COLOR: WHITE LIMESTONE.			
17	FACTORY PAINTED ALUMINUM PANELS (DRI-DESIGN ALUMINUM PANEL SYSTEM); COLOR: PEWTER. 12" W. x 96" H.			

BUILDING 5 - RETAIL/RESTAURANT	NORTH*	SOUTH*	EAST*	WEST*
TOTAL FAÇADE SQUARE FOOTAGE:	2203	2620	5508	5383
FAÇADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	1771	2360	3542	5212
DOORS AND WINDOWS SQ. FT.	432	260	1966	171
PRIMARY MASONRY TOTALS (%)	98.64%	91.53%	91.70%	97.72%
BRICK SQ. FT.	0	1199	291	1566
STONE SQ. FT.	1328	769	877	1079
STUCCO/EIFS SQ. FT.	0	0	515	1212
ARCHITECTURAL FIBER CEMENT WALL PANEL	0	192	781	1197
PRODEMA	419	0	577	39
ALUMINUM PANELS	0	0	207	0
SECONDARY MASONRY TOTALS (%)	1.36%	8.47%	8.30%	2.28%
PREFINISHED METAL (COPING, FASCIA, TRIM)	24	200	294	119

*All numbers within the column are in square feet (SQ. FT.), U.N.O.



PRODEMA PANEL LAYOUT
SCALE: 1/4" = 1'-0"



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

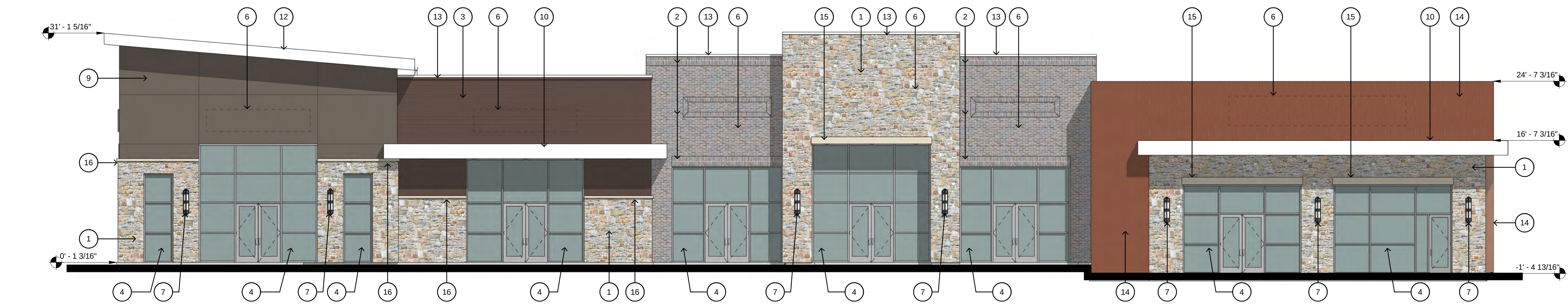
— CROSSING —



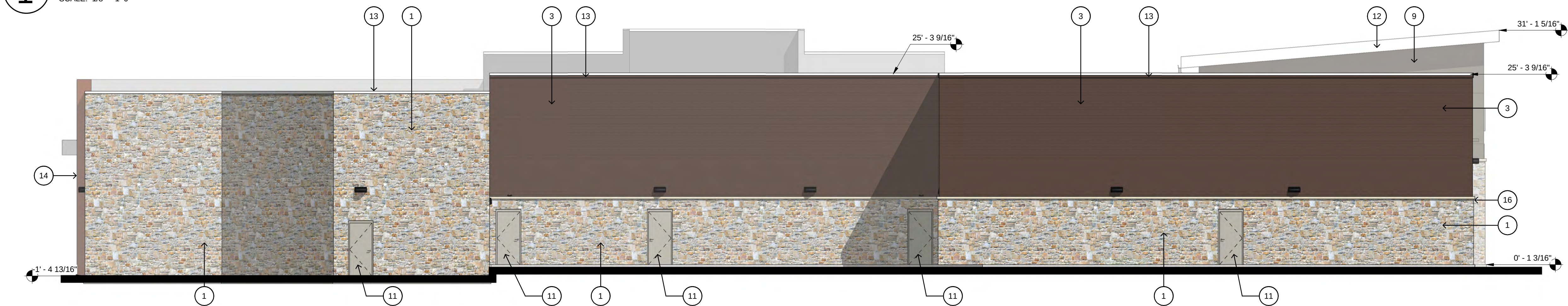
NO.	REVISION	DATE
4	REVISION 4	04.15.19

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Drawn by: MRT
Checked by: MRT

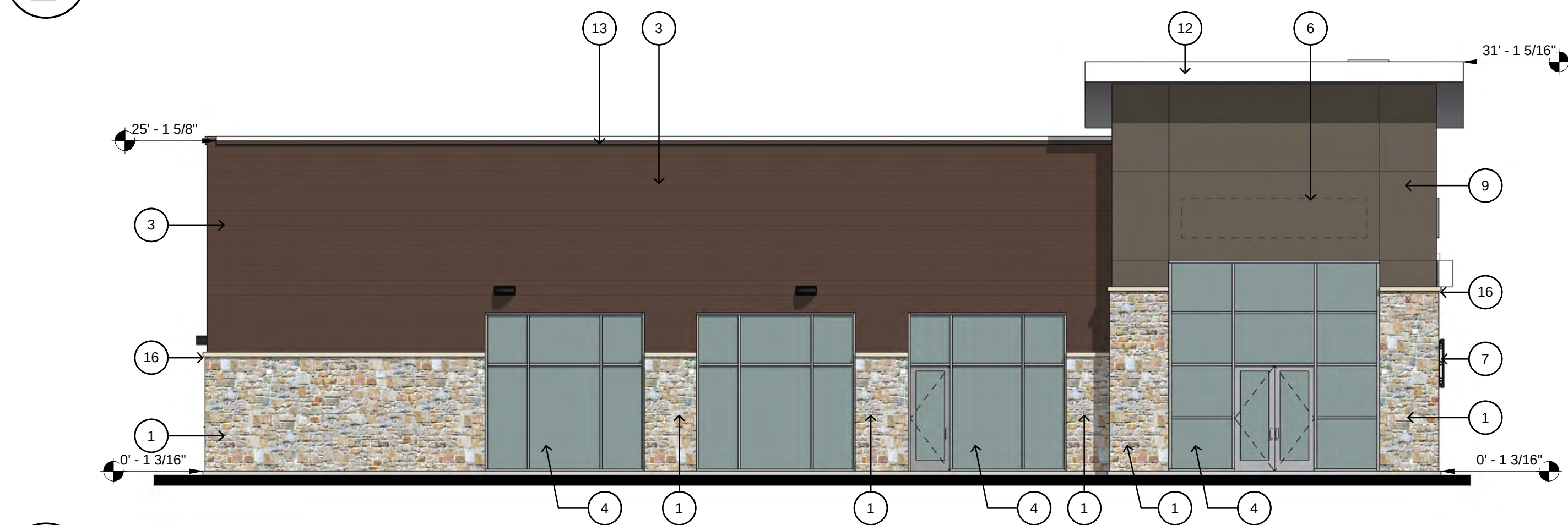
A3.2
BUILDING 5
ELEVATIONS



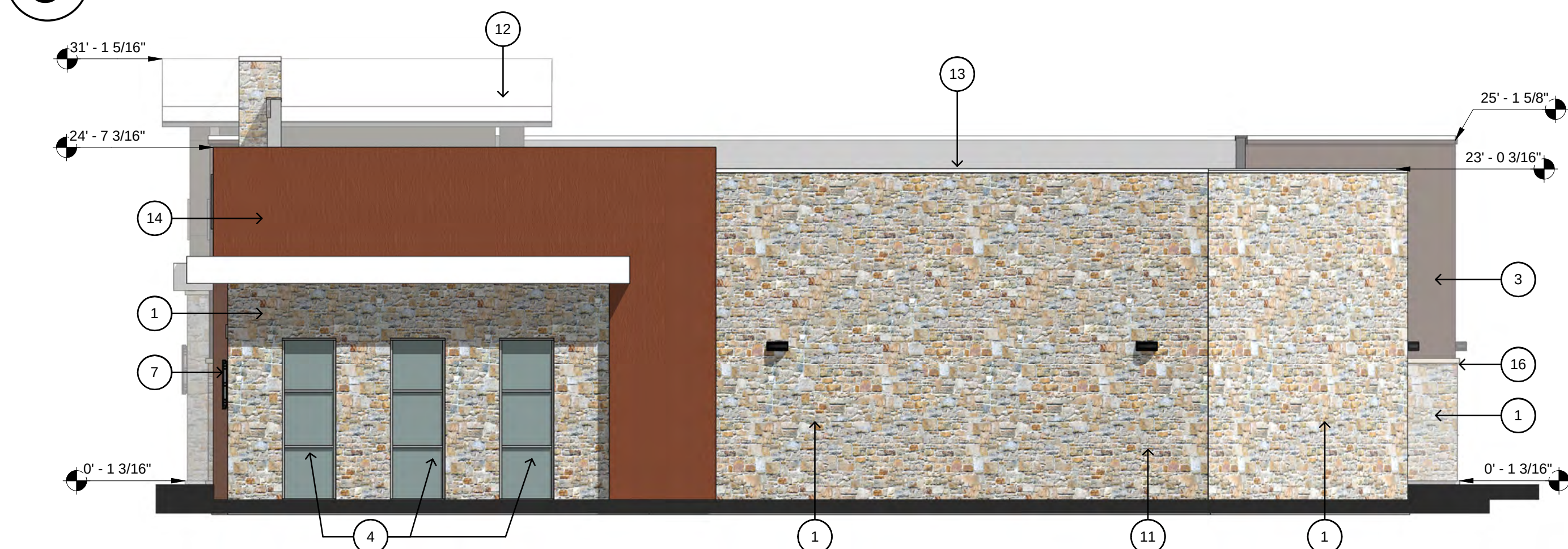
1 BUILDING 4 - EAST
SCALE: 1/8" = 1'-0"



2 BUILDING 4 - WEST
SCALE: 1/8" = 1'-0"



3 BUILDING 4 - SOUTH
SCALE: 1/8" = 1'-0"



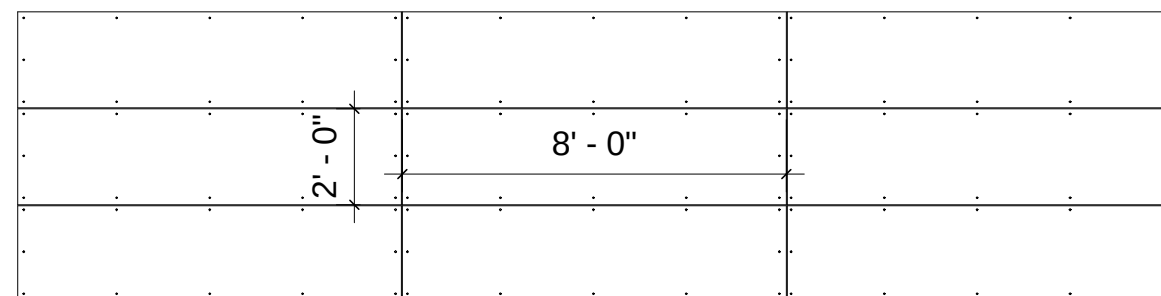
4 BUILDING 4 - NORTH
SCALE: 1/8" = 1'-0"

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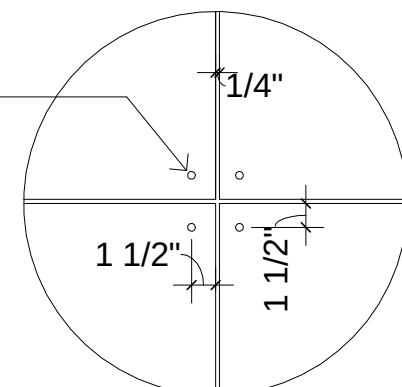


STACKED HORIZONTAL PATTERN, 2'-0" x 8'-0" PANEL SIZE

PRODEMA PANEL LAYOUT

SCALE: 1/4" = 1'-0"

EXPOSED FASTENING
SYSTEM, RIVETS FACTORY
FINISHED TO MATCH PANEL



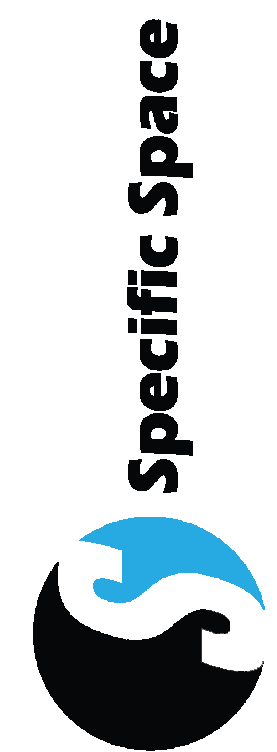
PRODEMA JOINT DETAIL

SCALE: 1" = 1'-0"

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CONSTRUCTION.
MARCUS R. TRIMBLE
TX #24416

SHOPS AT LAKESIDE
Flower Mound, Texas

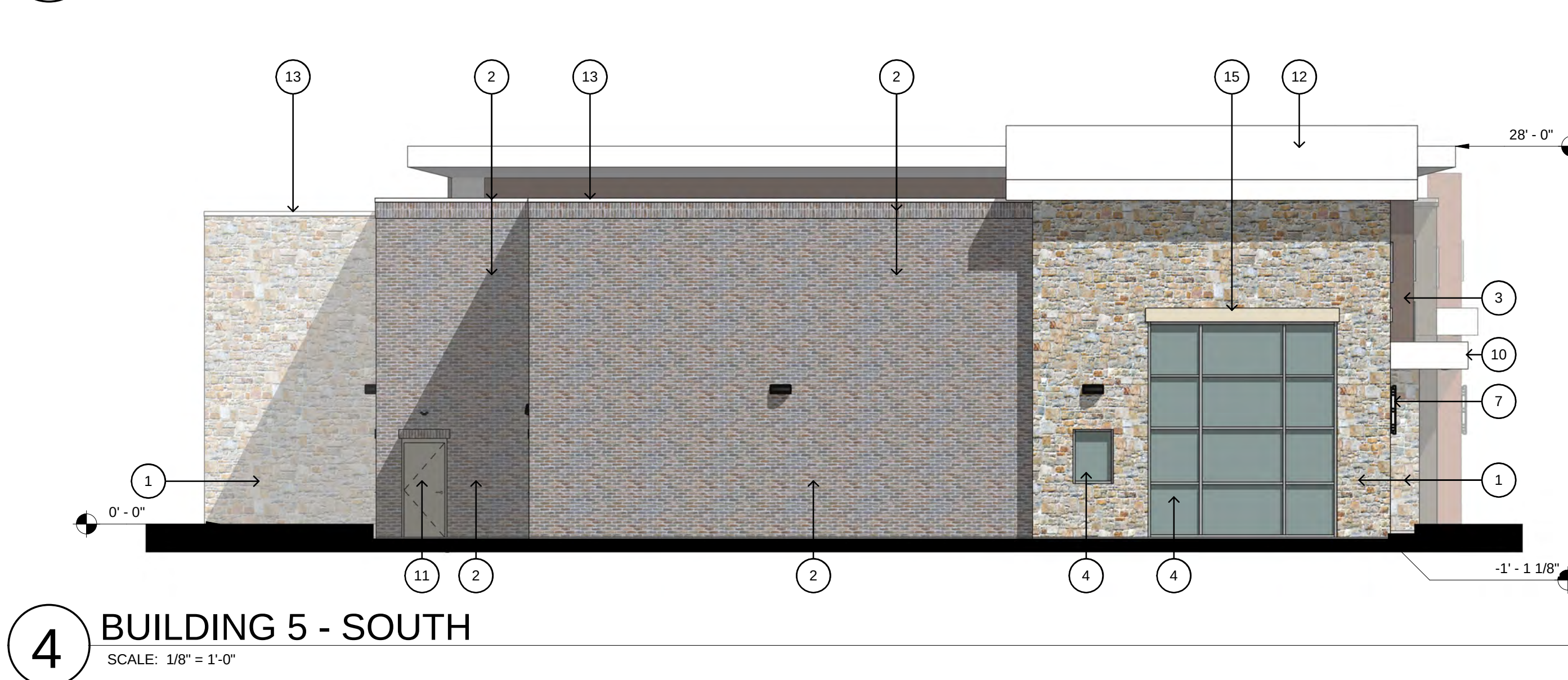
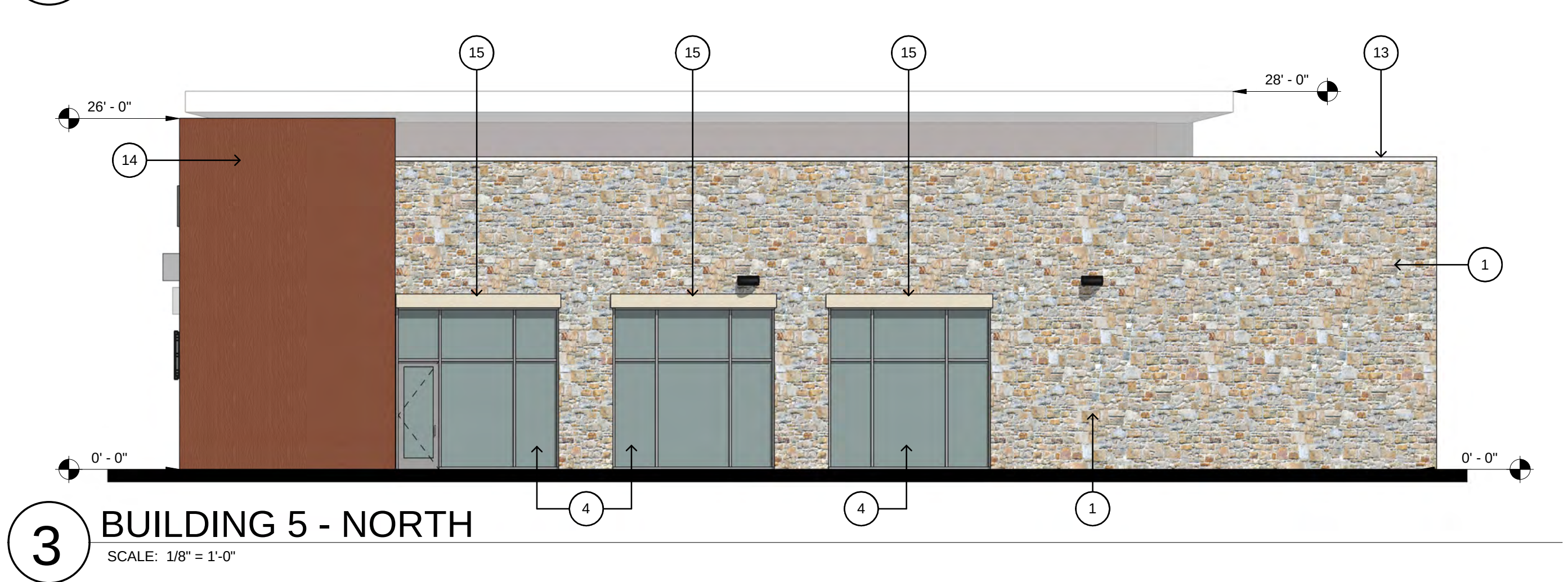
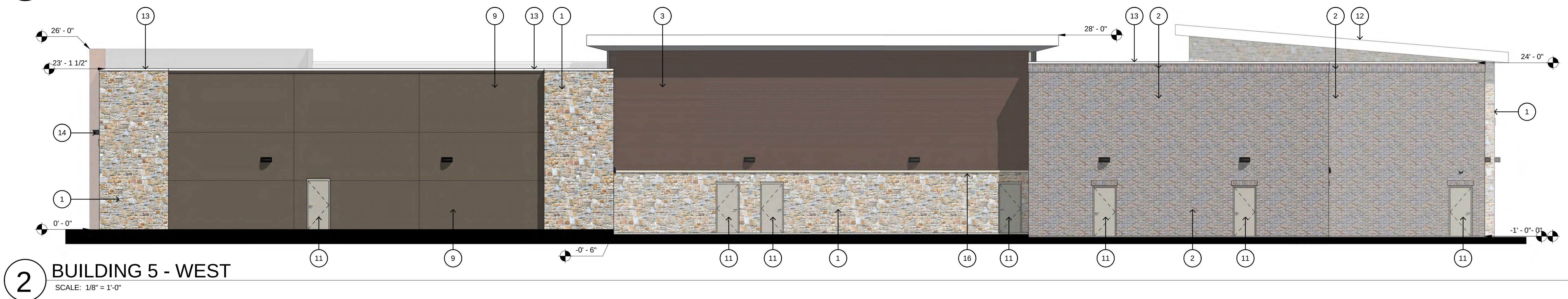
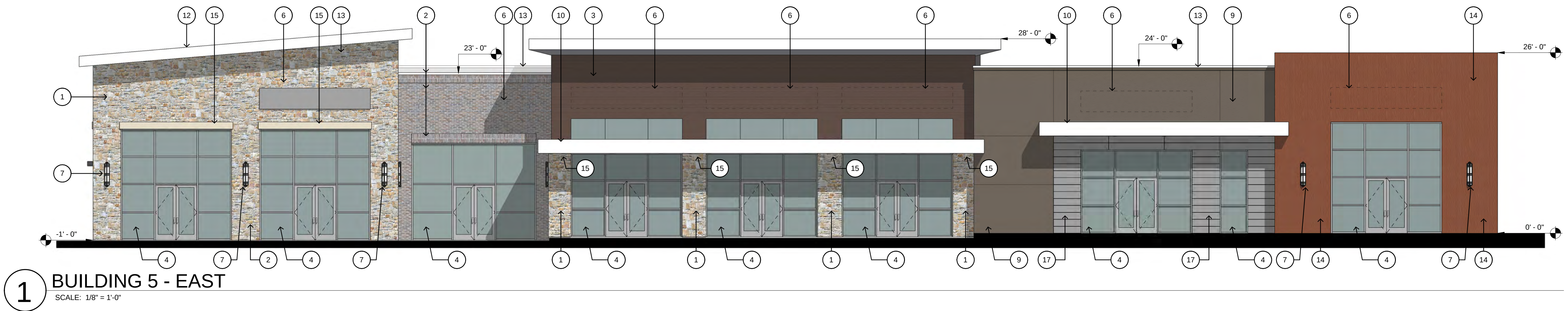
LAKESIDE
— CROSSING —



NO.	REVISION	DATE
4	REVISION 4	04.15.19

Project #: 14001
Date 04.15.19
Drawn by: MRT
Checked by: MRT

A9.1
BUILDING 4
ELEVATIONS -
COLOR

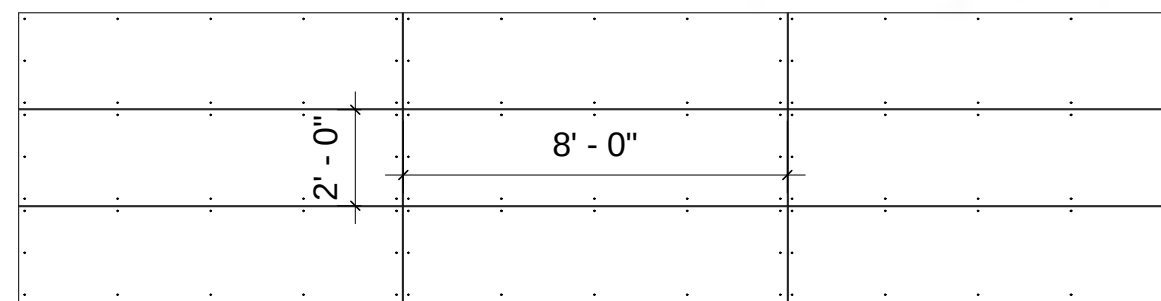


KEYED NOTES

- 1 STONE (CORONADO STONE PRODUCTS - FRENCH COUNTRY VILLA SERIES); COLOR: CHAMPAGNE.
- 2 BRICK (TRIANGLE BRICK); COLOR: GRAND ISLE.
- 3 ARCHITECTURAL COMPOSITE WALL PANEL (NICHIIA 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.
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- 13 PREFINISHED COPING CAP (PAC-CLAD); COLOR: ALMOND.
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- 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%
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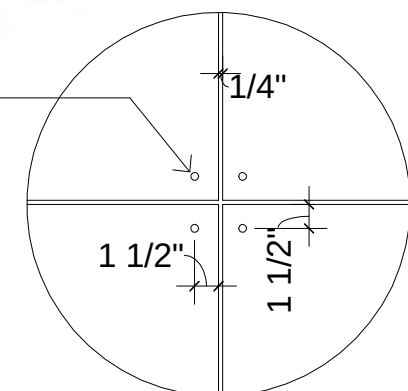
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PRODEMA PANEL LAYOUT

SCALE: 1/4" = 1'-0"

EXPOSED FASTENING
SYSTEM, RIVETS FACTORY
FINISHED TO MATCH PANEL



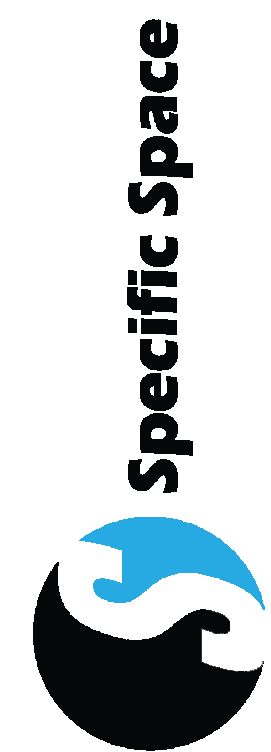
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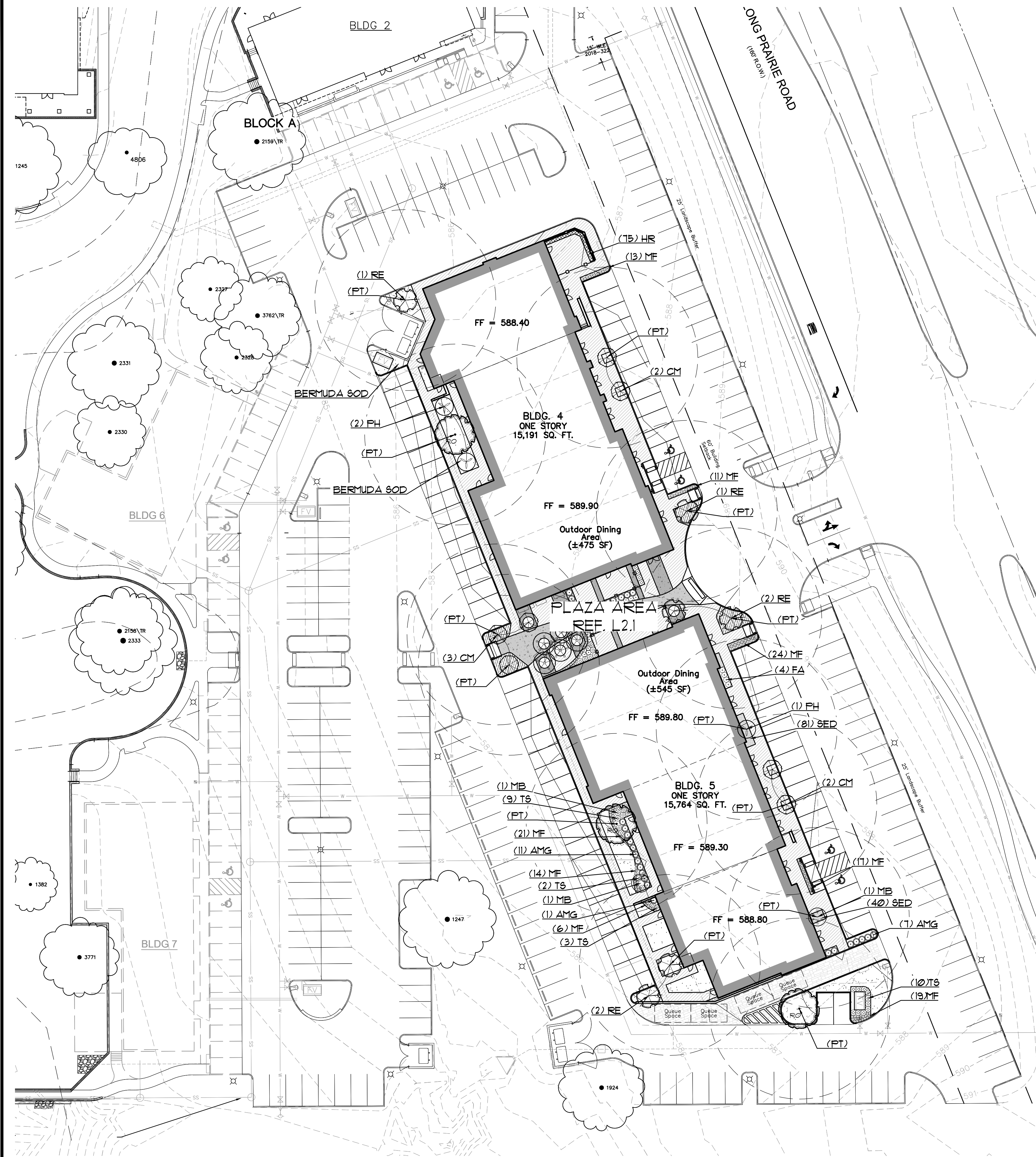
LAKESIDE
— CROSSING —



NO.	REVISION	DATE
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Checked by: MRT

A9.2
BUILDING 5
ELEVATIONS -
COLOR



LANDSCAPE REQUIREMENT COMPLIANCE
TOWN OF FLOWER MOUND
Lakeside Crossing: Buildings 4 & 5

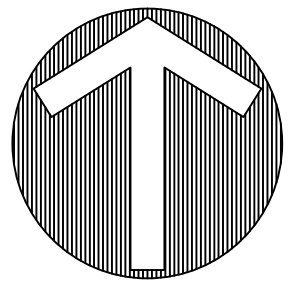
LAKESIDE CROSSING: STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	82,740 s.f. of Long Prairie Rd. street yard	39 trees (3" cal.)	48 trees (3" cal.) + 2 existing specimen
	61,206 s.f. of Northwood Dr. street yard	31 trees (3" cal.)	23 trees (3" cal.) + 9 existing specimen
LAKESIDE CROSSING BUILDING 4 & 5: STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	82,740 s.f. of Long Prairie Rd. street yard	39 trees (3" cal.)	n/a
	61,206 s.f. of Northwood Dr. street yard	n/a	n/a
LAKESIDE CROSSING: PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 parking spaces	470 parking spaces	3,525 s.f.	24,462 s.f.
LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 parking spaces	71 of 470 spaces	533 s.f. of 3,525 s.f.	1,391 s.f.
LAKESIDE CROSSING: PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	470 parking spaces	47 trees (3" cal.)	50 trees See Note #3
LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	71 of 470 spaces	8 of 47 trees (3" cal.)	3 tree (3" cal.) 10 ornamental trees (14 out of 47 = 30%)
**All parking spaces to be located within a 50 ft. avg. of parking lot tree.			
LAKESIDE CROSSING: PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	Screening shrubs (3' ht.)
LAKESIDE CROSSING BUILDING 4 & 5: PARKING AREA SCREENING			
STANDARD		Landscape berm or screening shrubs	PROVIDED
All head parking to be screened from street view		3' ht. screen	n/a

Lakeside Crossing Notes:

- ***TREE MITIGATION: (19) 3" cal. trees called out on landscape plan as (MIT).
- ***Note #1: Tree #319, 238, 240, 241, 242, 243 (1 credits each = 6 credits) + 1 new trees (3" cal.) = 12 landscape buffer trees
- ***Note #2: Tree #5163 (6 credits) + #5159 (6 credits) + #5162 (5 credits) + #247 (4 credits) + #924 (5 credits) + 41 new trees = 12 parking trees
- ***Note #3: Lakeside Crossing (Phase 1) Parking Lot Trees = 15 (3-inch) cal. trees + 3 existing trees + 3 ornamental trees + 21 parking lot trees
Lakeside Crossing Building 4 & 5 Parking Lot Trees = 3 (3-inch) cal. trees + 10 ornamental trees + 13 parking lot trees
Future Lakeside Crossing Phase Parking Lot Trees = 14 (3-inch) cal. trees + 2 existing trees + 16 parking lot trees
PARKING LOT TREE TOTAL: 21 trees + 13 trees + 16 trees = 50 parking lot trees

PLANT LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
3	RED OAK	Quercus shumardii	3" cal.	10'-12'	Per Plan	Single Trunk
5	RIVER BIRCH	Betula nigra	3" cal.	10'-12'	Per Plan	Multi-Trunk
6	RED BUD	Cercis canadensis	30 gal.	7'-8'	Per Plan	Full
1	CRAPE MYRTLE	Lagerstroemia indica 'Tuscarora'	30 gal.	7'-8'	Per Plan	Multi-Trunk
3	POSSUMHAW HOLLY	Ilex verticillata	30 gal.	7'-8'	Per Plan	Full
2	MEXICAN BUCKEYE	Ungnadia speciosa	15 gal.	5'-6'	Per Plan	Multi-trunk
36	ADAGIO MAIDEN GRASS	Miscanthus sinensis 'Adagio'	5 gal.	36"	Per Plan	Full
35	DWARF TEXAS SAGE	Leucophyllum frutescens 'Bertstar'	5 gal.	30"	Per Plan	Full
5	FLAME ACANTHUS	Anisacanthus quadrifidus v. wrightii	3 gal.	30"	Per Plan	Full
134	MEXICAN FEATHER GRASS	Nassella tenuissima	3 gal.	18"	Per Plan	Full
20	RED YUCCA	Hesperaloe parviflora	3 gal.	12"	Per Plan	Xeri
75	HORSETAIL REED	Equisetum hyemale	1 gal.	12"	Per Plan	Full
121	TEXAS SEDGE	Carex texensis	1 gal.	6"	Per Plan	Full
428	SEASONAL COLOR		4" pot	6"	Per Plan	Full



30 0 30 60 90 Feet
SCALE: 1" = 30'

LEGEND

- (RO) RED OAK
Quercus shumardii
- (RB) RIVER BIRCH
Betula nigra
- (RE) RED BUD
Cercis canadensis
- (CM) Crape Myrtle
Lagerstroemia indica
- (PH) POSSUMHAW HOLLY
Ilex verticillata
- (MB) MEXICAN BUCKEYE
Ungnadia speciosa
- (AMG) ADAGIO MAIDEN GRASS
Miscanthus sinensis 'Adagio'
- (TS) DWARF TEXAS SAGE
Leucophyllum frutescens 'Bertstar'
- (FA) FLAME ACANTHUS
Anisacanthus quadrifidus v. wrightii
- (MF) MEXICAN FEATHER GRASS
Nassella tenuissima
- (RY) RED YUCCA
Hesperaloe parviflora
- (HR) HORSETAIL REED
Equisetum hyemale
- (SED) TEXAS SEDGE
Carex texensis
- SEASONAL COLOR

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lot 4 & 5, Block A

3.04 Acres

in the

J.N. TANNER SURVEY, ABSTRACT NO. 1252

TOWN OF FLOWER MOUND

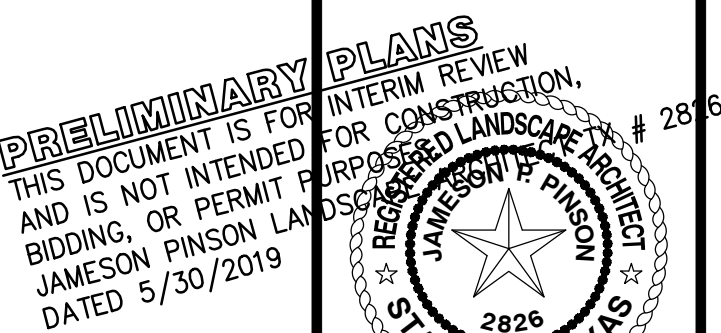
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

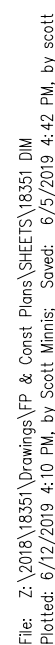
18351

L2.0

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 205
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS



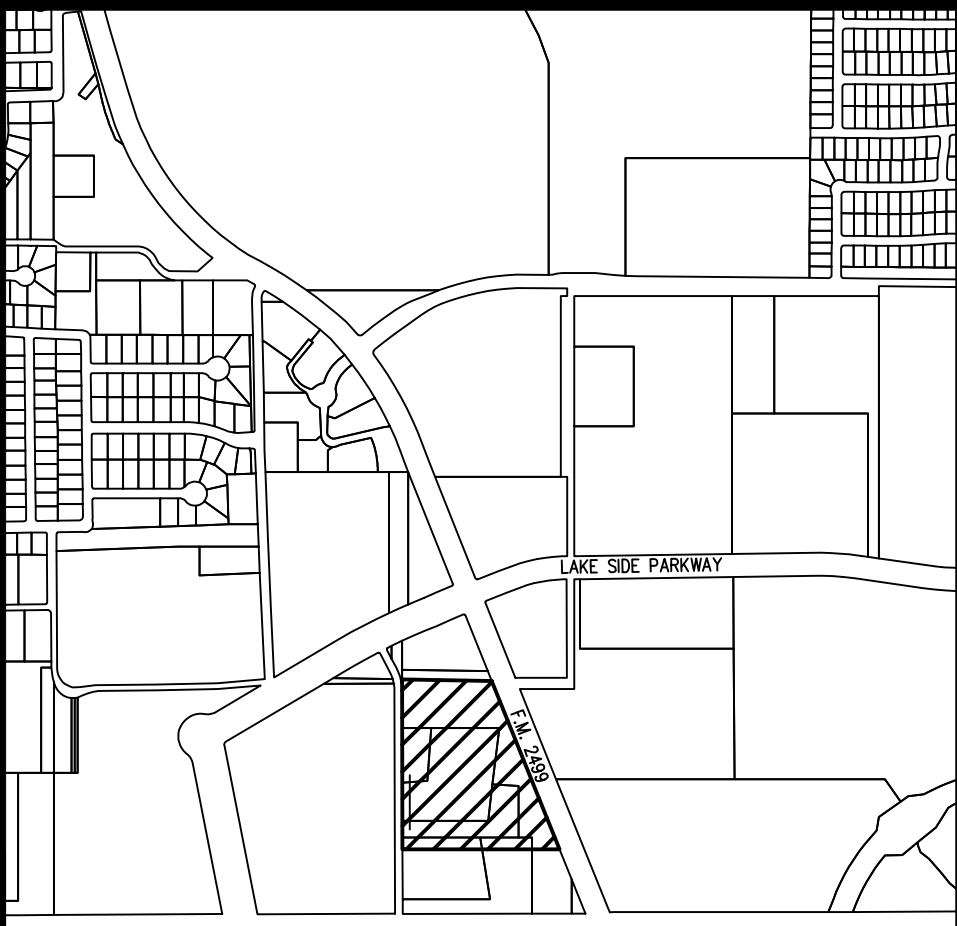
Drawn By: MH
Date: 01/07/2019
Scale: 1" = 30'
Revisions:
03/13/2019
04/15/2019
05/20/2019



Revised Overall Lakeside Crossing Parking Numbers with Revised Building Footprints for Buildings 4, 5 & 6

	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	191	20	20	10	10	
Retail	37	66	74	52	4	
Restaurant	113	225	225	225	23	
Hotel	94	134	94	134	94	
Totals	435	445	413	421	131	

*470 (452 on-site + 18 on-street parking spaces)



Vicinity Map 1"=1000'

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

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

- NOTES:
1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL 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 ANY 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 FLOER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED OR 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 OF THE MAIN BUILDING.
13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lots 4 & 5, Block A
3.040 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLAN AND DIMENSION CONTROL PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 19762
ROBERT JOHN DOLLAH, JR.,
P.E. #86898
DATE 6/12/2019

Drawn By: JMB
Date: 01/07/2019
Scale: 1"=30'
Revisions:
03/13/2019
04/15/2019
05/20/2019
06/12/2019

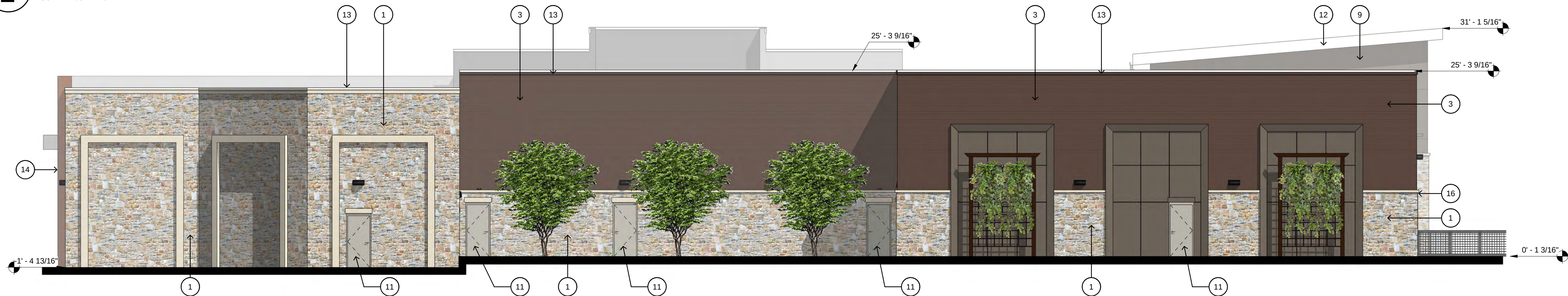
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C3

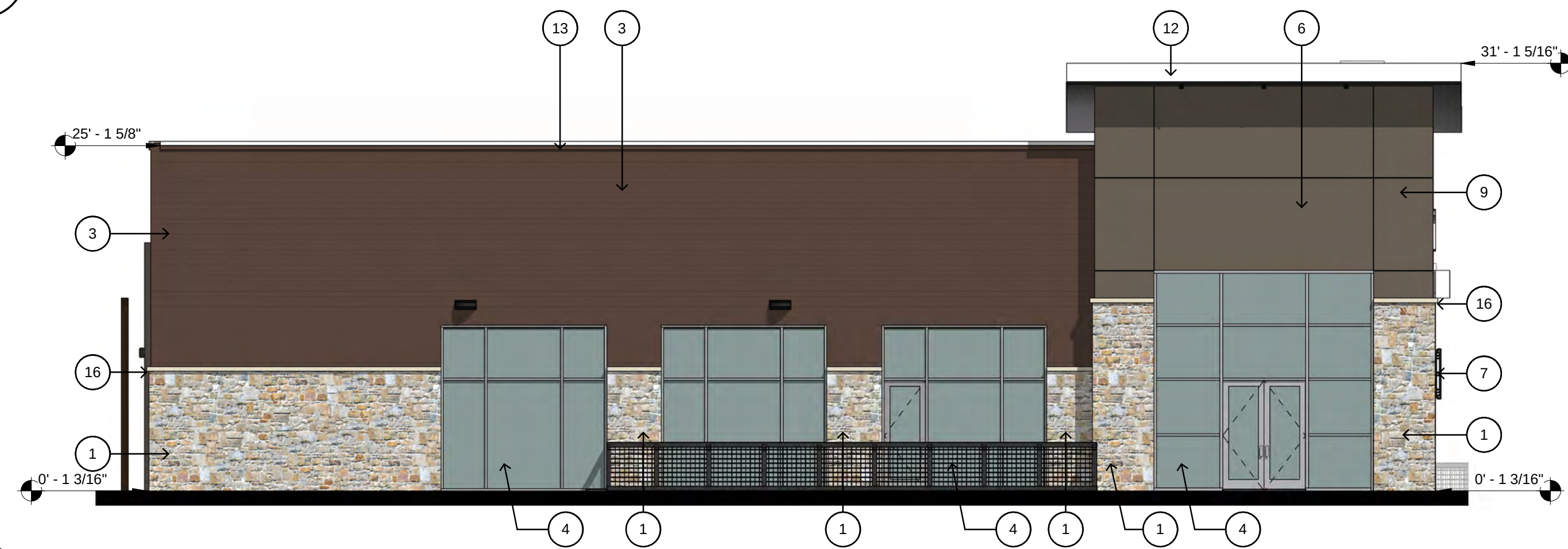
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1 BUILDING 4 - EAST
SCALE: 1/8" = 1'-0"



2 BUILDING 4 - WEST
SCALE: 1/8" = 1'-0"



3 BUILDING 4 - SOUTH
SCALE: 1/8" = 1'-0"

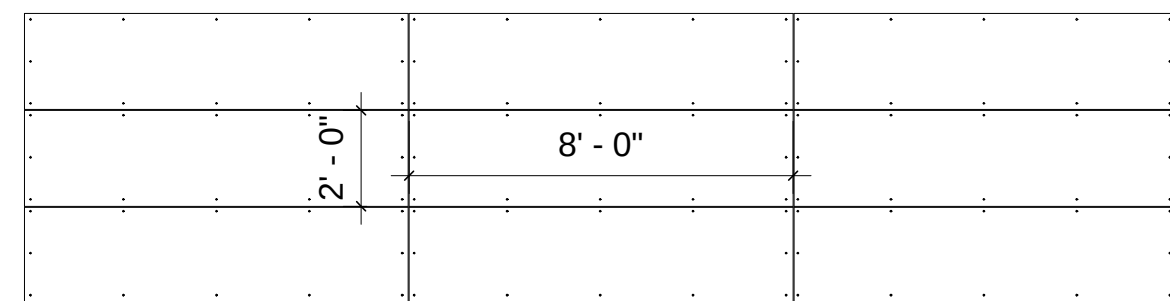


4 BUILDING 4 - NORTH
SCALE: 1/8" = 1'-0"

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2	BRICK (TRIANGLE BRICK); COLOR: GRAND ISLE.			
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4	ALUMINUM STOREFRONT SYSTEM (CLEAR ANODIZED ALUMINUM).			
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7	SCONCE LIGHT RE. ELEC.			
9	W.D. EIFS (PAREX USA); COLOR: CAVERN.			
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18	PREFINISHED GUTTER AND DOWNSPOUT. PROVIDE SPLASH PAN AT ALL DOWNSPOUT LOCATIONS, RE: 5/A8.3.			

BUILDING 4 - RETAIL/RESTAURANT	NORTH*	SOUTH*	EAST*	WEST*
TOTAL FAÇADE SQUARE FOOTAGE:	2325	2511	5176	4844
FAÇADE SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	2157	1823	3569	4722
DOORS AND WINDOWS SQ. FT.	168	688	1607	122
PRIMARY MASONRY TOTALS (%)	95.97%	96.43%	92.41%	97.27%
BRICK SQ. FT.	0	0	604	0
STONE SQ. FT.	1541	417	1206	2363
STUCCO/EIFS SQ. FT.	0	350	490	113
ARCHITECTURAL FIBER CEMENT WALL PANEL	77	991	402	2085
PRODEMA	452	0	596	32
SECONDARY MASONRY TOTALS (%)	4.03%	3.57%	7.59%	2.73%
PREFINISHED METAL (COPING, FASCIA, TRIM)	87	65	271	129

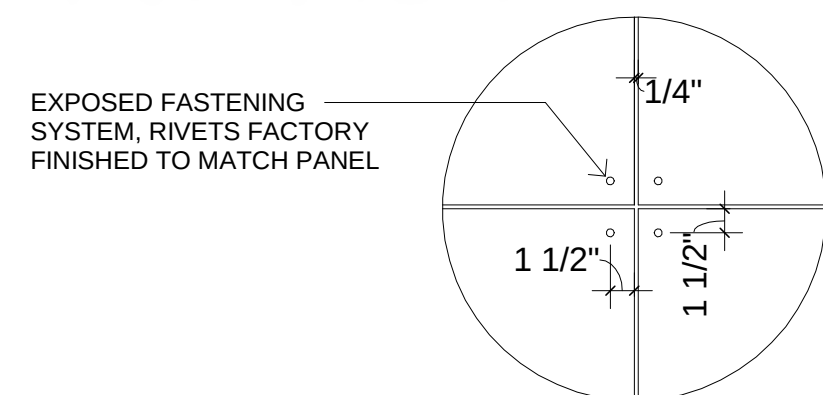
*All numbers within the column are in square feet (SQ. FT.), U.N.O.



STACKED HORIZONTAL PATTERN, 2'-0" x 8'-0" PANEL SIZE

PRODEMA PANEL LAYOUT

SCALE: 1/4" = 1'-0"



PRODEMA JOINT DETAIL

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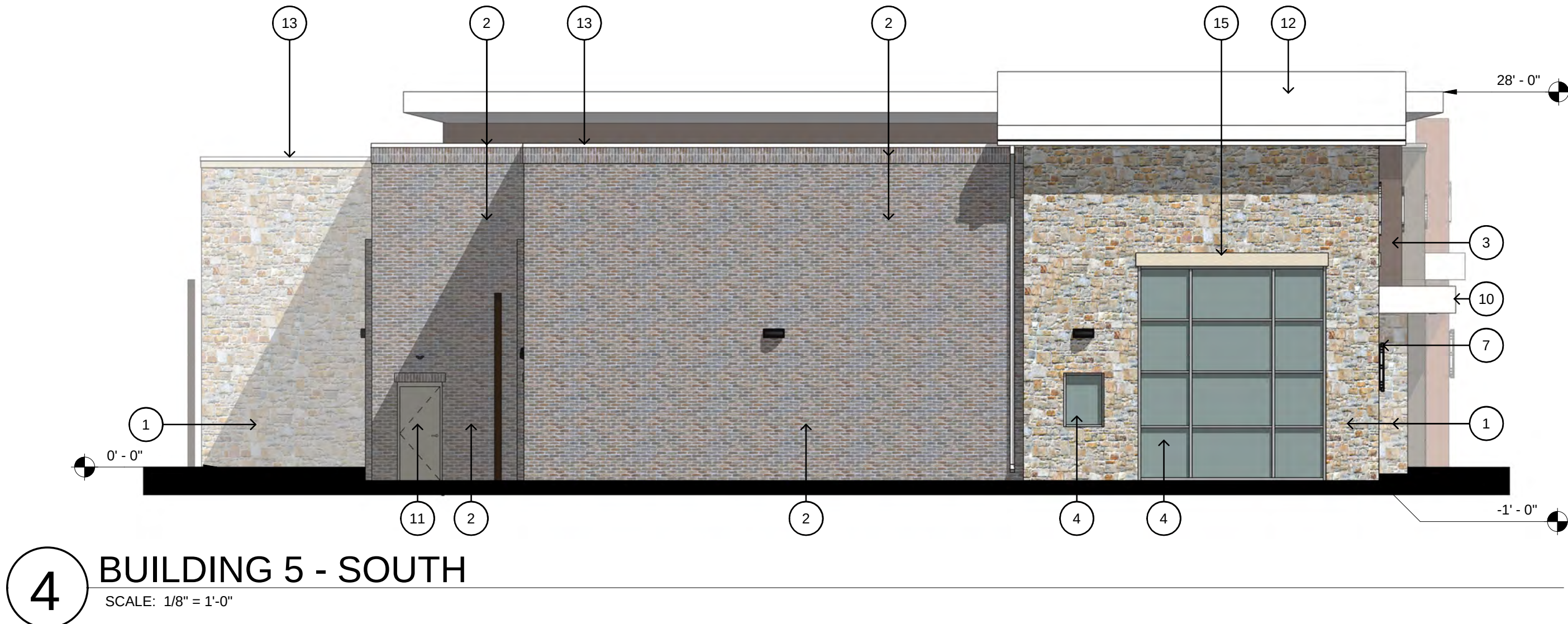
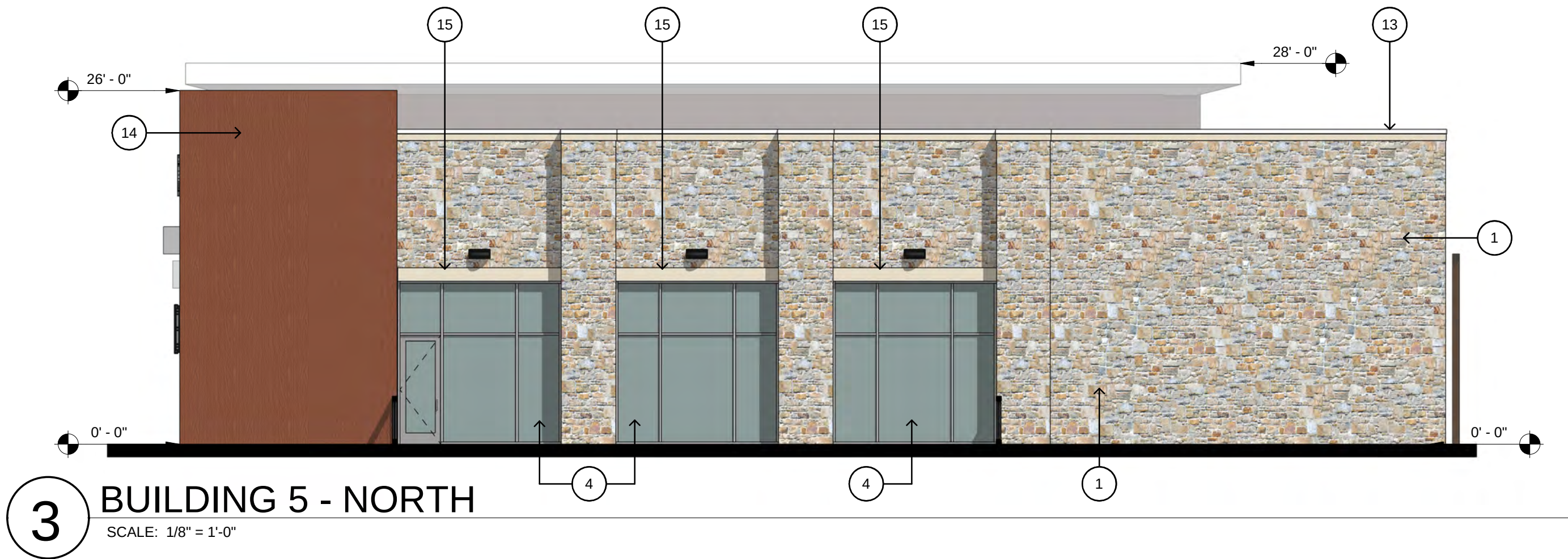
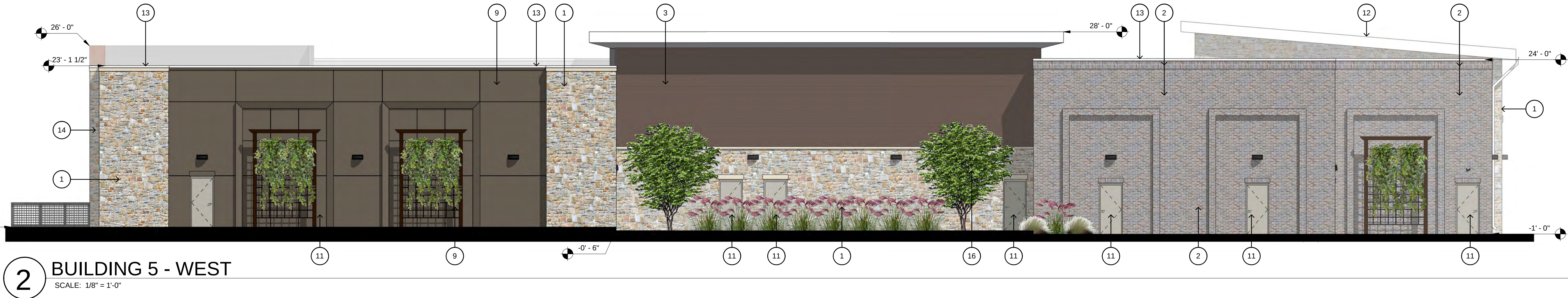
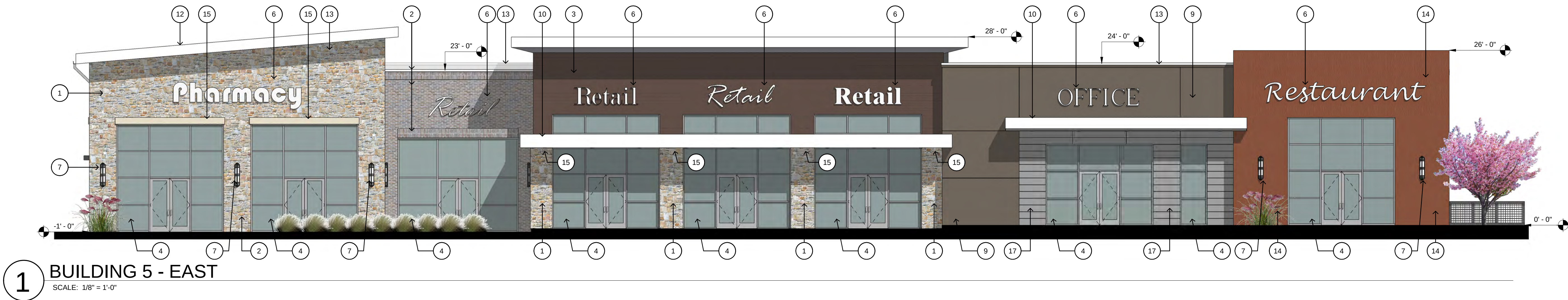
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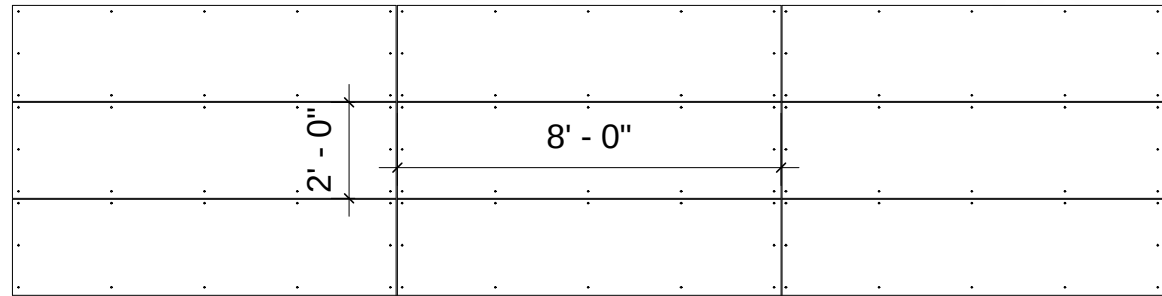
A9.1
BUILDING 4
ELEVATIONS -
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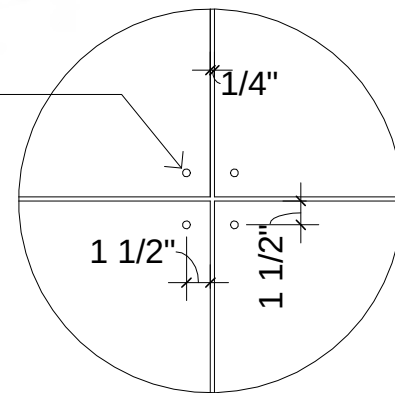
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Flower Mound, Texas

LAKESIDE
— CROSSING —



NO.	REVISION	DATE

Project #: 14001
Date 04.15.19
Drawn by: MRT
Checked by: MRT

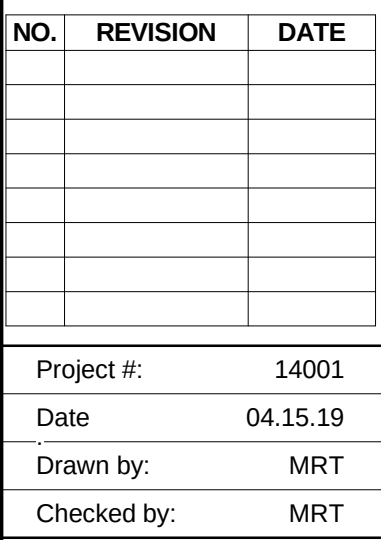
A9.2
BUILDING 5
ELEVATIONS -
COLOR



SHOPS AT LAKESIDE CROSSING

Flower Mound, Texas

LAKE SIDE
— CROSSING —



A9.3 RENDERINGS

470 (452 on-site + 18 on-street parking spaces)

Vicinity Map 1"=1000'

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

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

- NOTES:

1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL RADI ARE 3.0 FEET UNLESS OTHERWISE NOTED.
5. ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE. THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
7. REFER TO SHEET C4 FOR PAVING HATCH LEGEND.
8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER 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 DUMPSITE SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE BUILDING.
13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.

LAKESIDE CROSSING, BUILDINGS 4 & 5

Lots 4 & 5, Block A
3.040 Acres

J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SITE PLAN AND DIMENSION CONTROL PLAN

PRELIMINARY PLANS

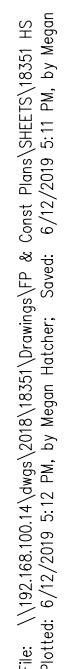
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A | MCADAMS,
TBPE: 19762
ROBERT JOHN DOLLAH, JR.
P.E. #86898
DATE 6/12/2019

Drawn By: JMB
Date: 01/07/2019
Scale: 1"=30'
Revisions:
03/13/2019
04/15/2019
05/20/2019
06/12/2019

18351

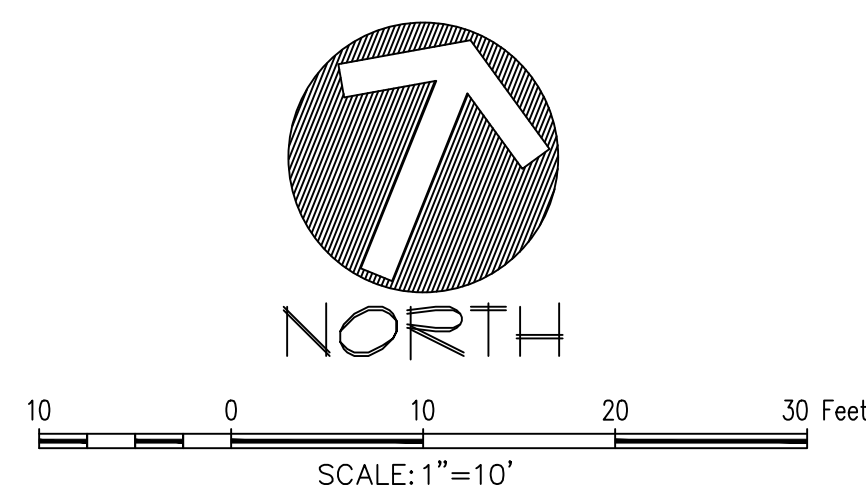
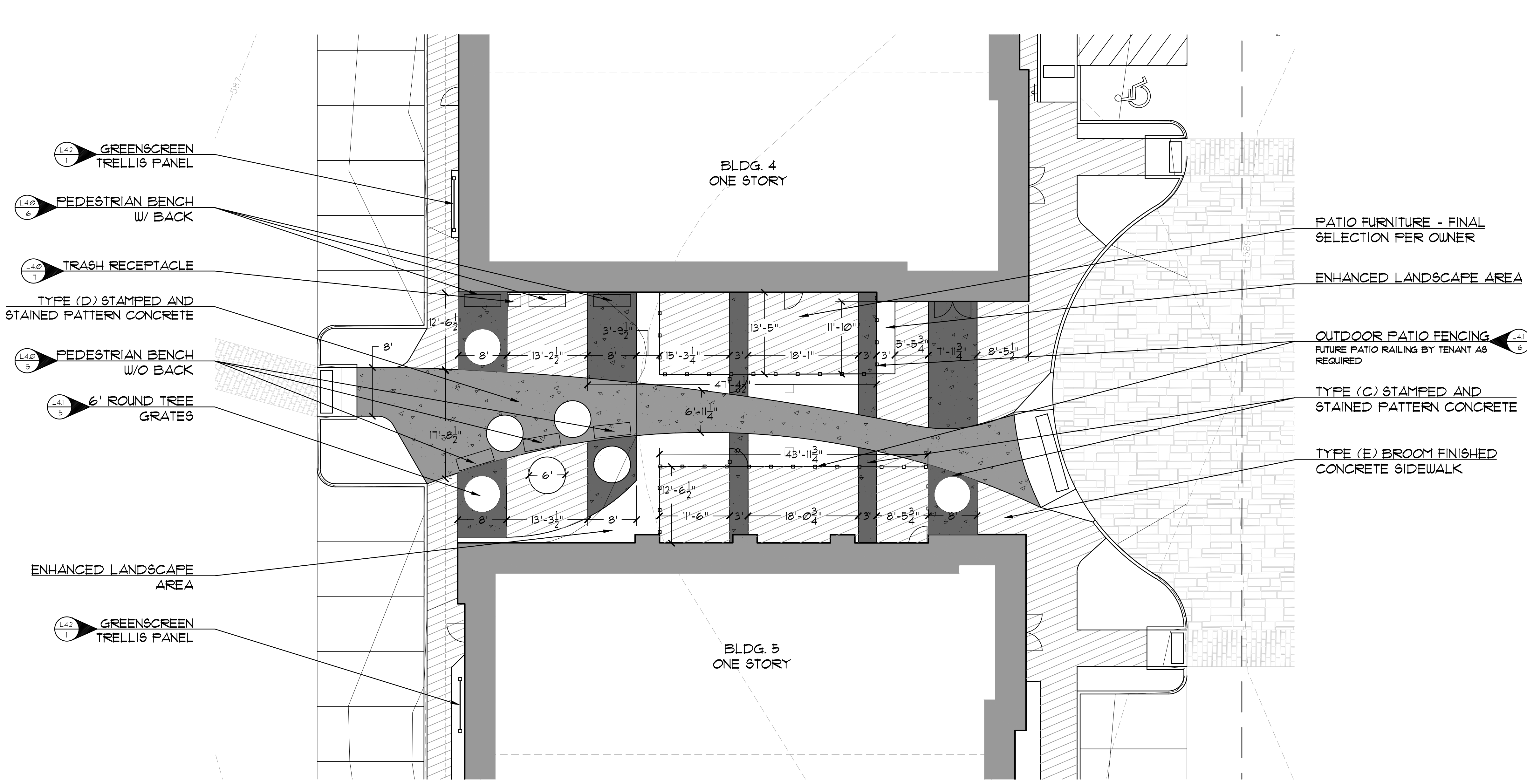
C3

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

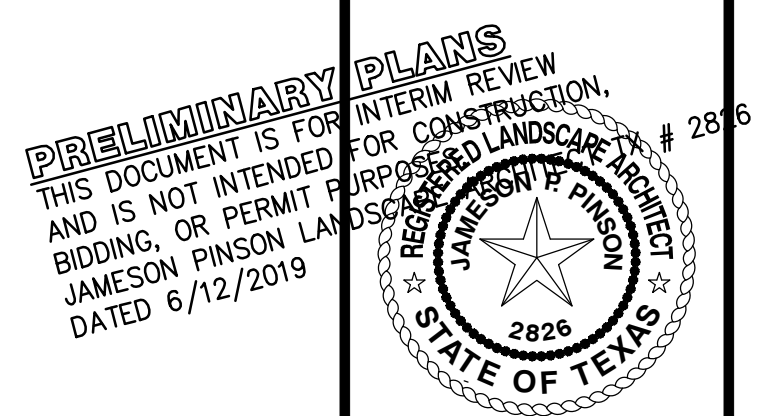


OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

Plaza Area Landscape Plan
18351
L1.1
6/12/2019 3:12 PM, by Wayne Hatcher, Surveyor
6/12/2019 3:11 PM, by Morgan



LEGEND	
	TYPE (A) STAMPED AND STAINED PATTERN CONCRETE PATTERN: COBBLESTONE COLOR: BASE - U26 LANTON STONE RELEASE - R12 STORM GRAY
	TYPE (B) STAMPED AND STAINED PATTERN CONCRETE PATTERN: TETRA STONE COLOR: BASE - U10 SONORAN TAN RELEASE - R14 WALNUT
	TYPE (C) STAMPED AND STAINED PATTERN CONCRETE PATTERN: ROCK SALT TEXTURE COLOR: BASE - U28 CHARCOAL RELEASE - CLEAR LIQUID RELEASE
	TYPE (D) STAMPED AND STAINED PATTERN CONCRETE PATTERN: ROCK SALT TEXTURE COLOR: BASE - F22 ARENA BUFF RELEASE - R23 SMOKE
	TYPE (E) BROOM FINISH CONCRETE SIDEWALK
	RIVER ROCK BORDER ALAMO STONE: MESA GREY (2" - 4")
• BUTTERFIELD COLOR CONCRETE 625 W ILLINOISE AVE AURORA, IL 60506 800.282.3388 www.butterfieldcolor.com • ALAMO STONE DIANE COLLIER GROUP 214.238.2100 COLLIERGROUPTX.COM	



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. 817-602-0578
Contact: MR. TROY LEWIS

18351

L1.1

LAKESIDE CROSSING, BUILDINGS 4 & 5
Lot 4 & 5, Block A
3.040 Acres

JUN. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

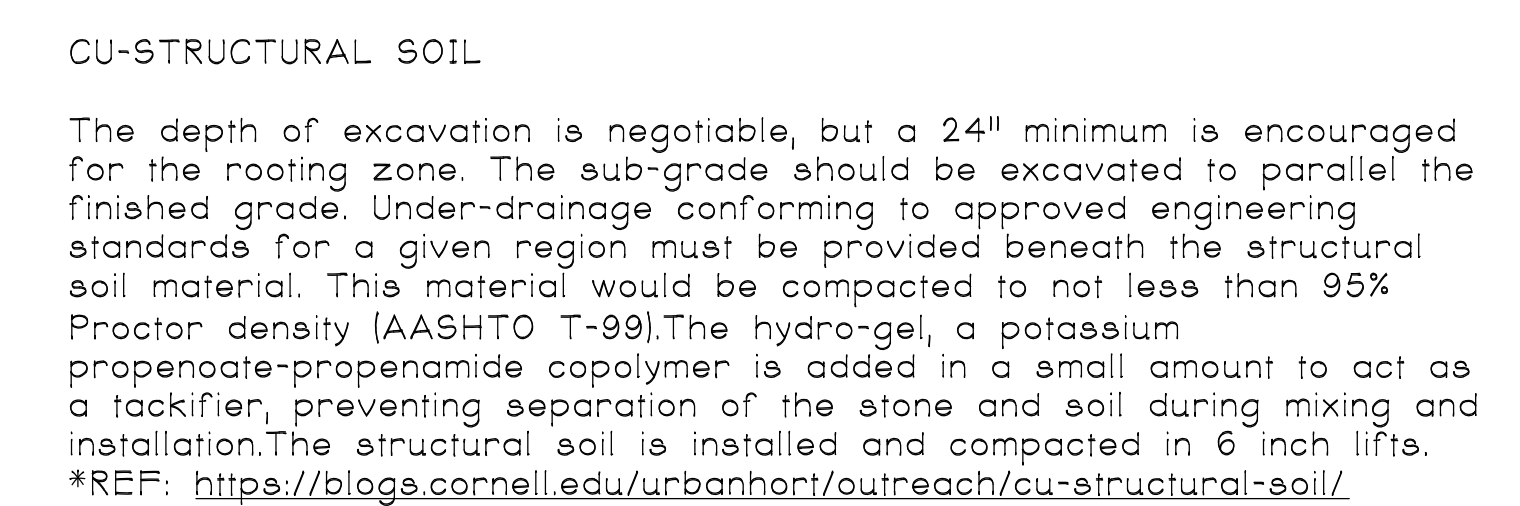
PLAZA AREA
LANDSCAPE PLAN

LAKESIDE CROSSING, BUILDINGS 4 & 5

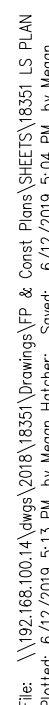
McADAMS

G&A

The John R. McAdams
Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Lewisville, Texas 75057
817.436.8770
291 Oakleaf Drive
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBPIS: 0194440
www.mcadamsco.com



L1.2

Lakeside Crossing Notes

PLANT LIST

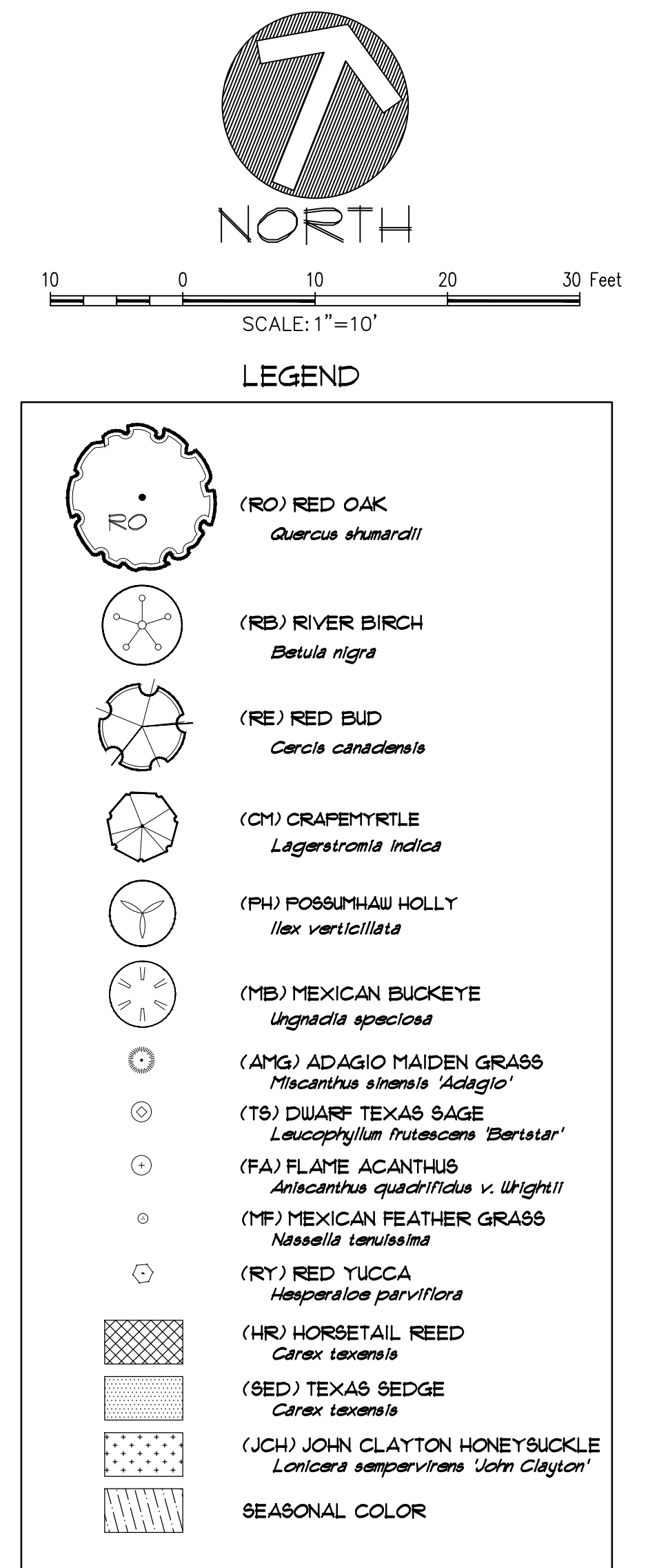
PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
PURPOSE: REQUESTED LANDSCAPE ARCHITECT
JAMESON P. PINSON
DATED 6/12/2019

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 76282
Ph. 817-602-0578
Contact: MR. TROY LEWIS

18351

L2.0



3.040 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

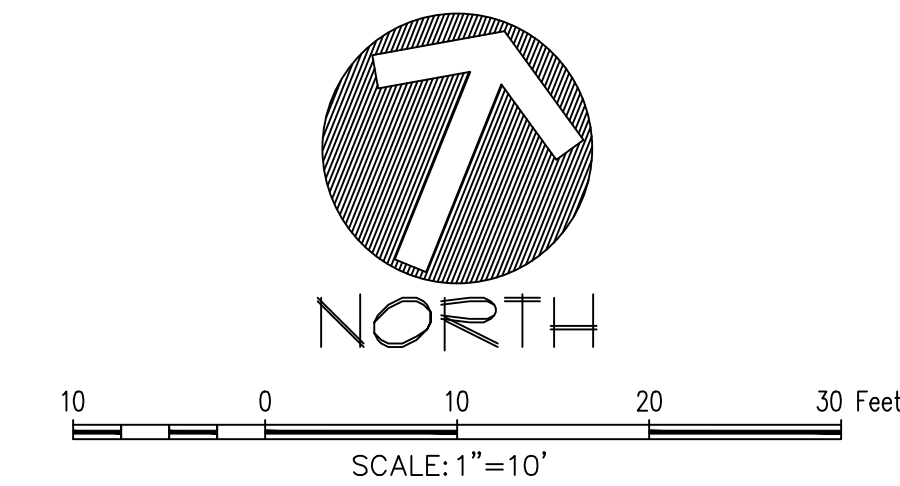
PLAZA LANDSCAPE PLAN

18351

L2.1

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-802-0578
Contact: MR. TROY LEWIS

File: \\192.168.100.14\dwg\2018\18351\Drawings\PP & Const Plans\SHEETS\18351 LS PLAN
Plotted: 6/12/2019 5:13 PM, by Megan Hatcher. Saved: 6/12/2019 5:04 PM, by Megan



PATIO OVERHEAD STRINGER LIGHTS
REF. L4.I, DETAILS 92-4

TREE UP-LIGHT
REF. L4.I, DETAIL 91



3.040 Acres
in the
J.N. TANNEHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

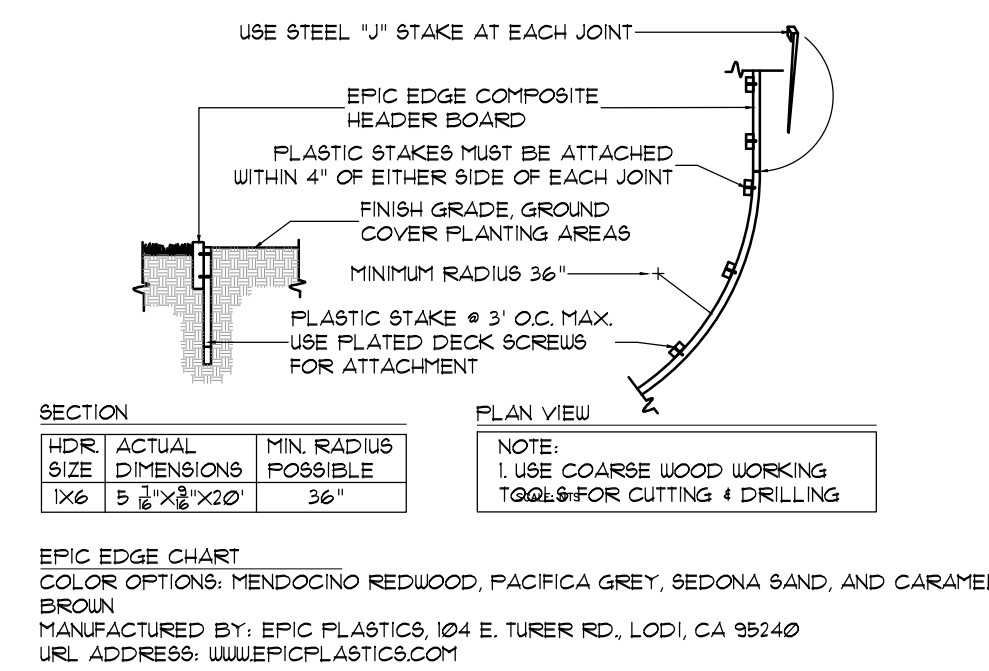
PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION.
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 6/12/2019

REGISTERED LANDSCAPE ARCHITECT
JAMESON PINSON
STATE OF TEXAS
2826

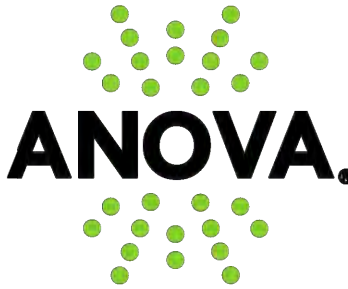
2826

L3.0

File: \\192.168.100.14\apps\2018\18351\Drawings\TP & Const Plans\SHEETS\18351 PLAZA LIGHTING PLAN
 Plotted: 6/12/2019 5:13 PM, by Megan Hatcher, Sowed: 5/20/2019 9:23 AM, by Megan



4. EPIC EDGE COMPOSITE HEADER BOARD



ANOVA.

ANOVA
 211 NORTH LINDBERGH, 2ND FLOOR
 ST. LOUIS, MO 63141
 TOLL FREE: 1-888-535-5005
 PHONE: (800) 231-1327
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BRUSHED BRONZE

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

7. TRASH RECEPTACLES

LAKESIDE CROSSING, BUILDINGS 4 & 5

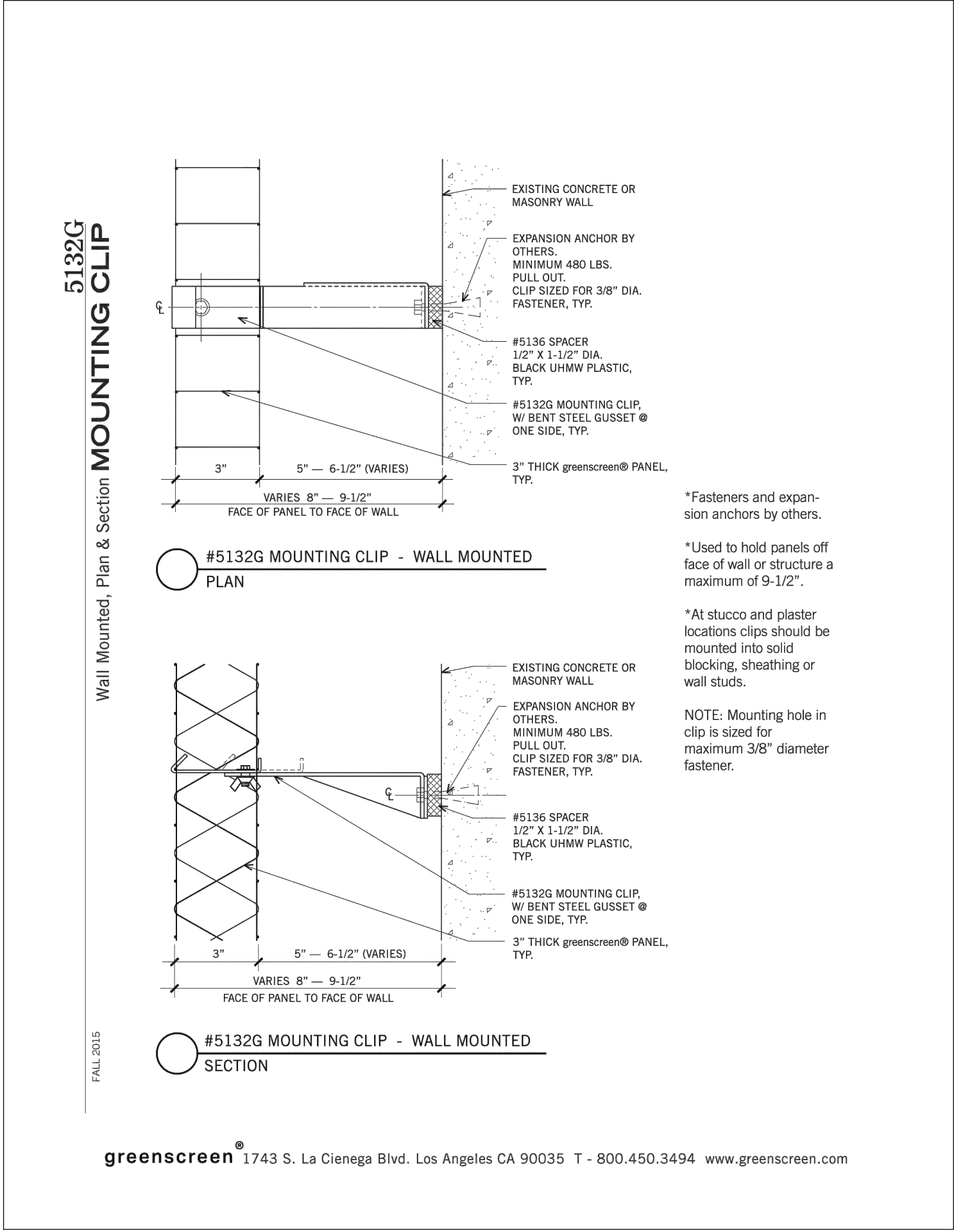
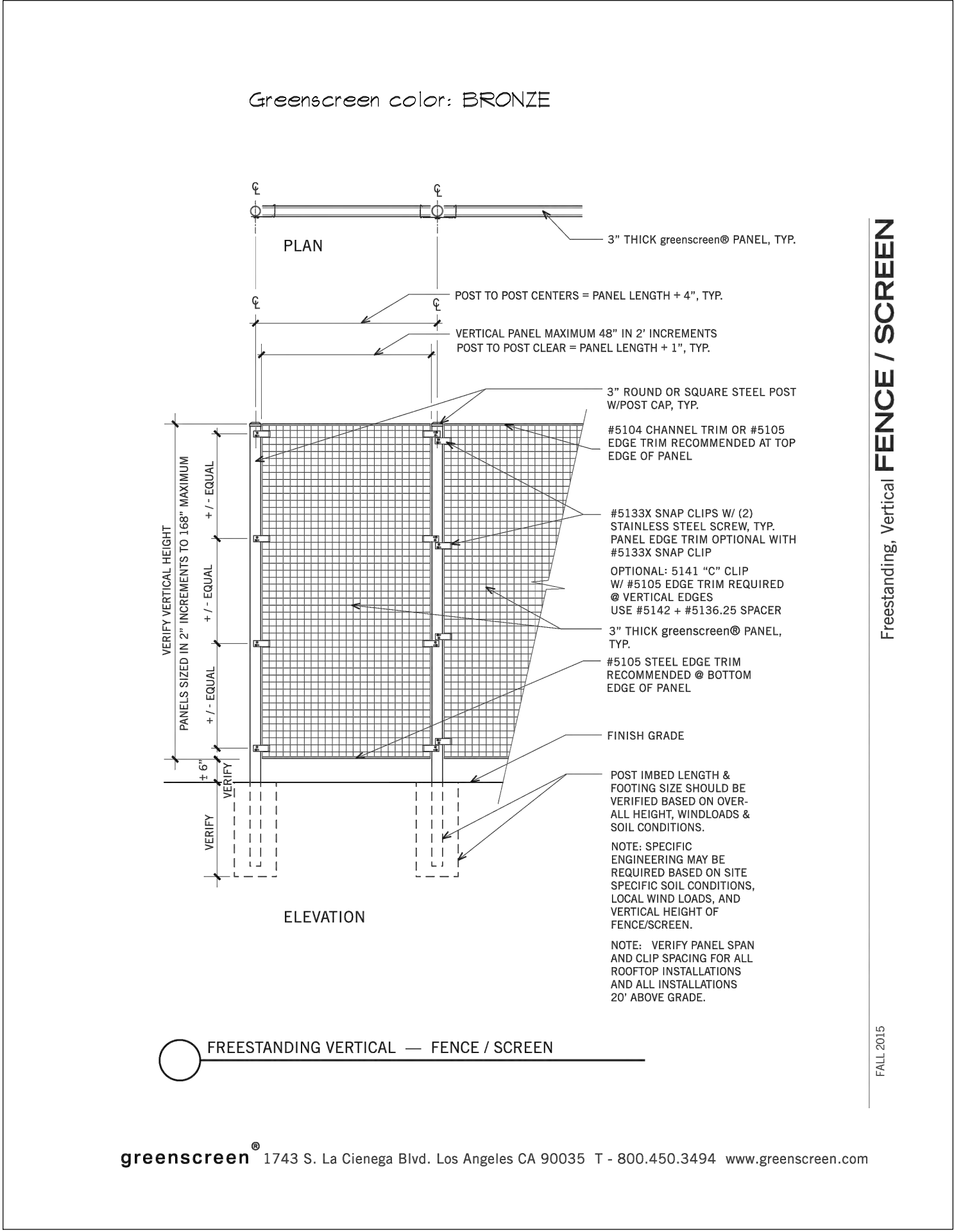


HARDSCAPE & LANDSCAPE DETAILS

L4.0

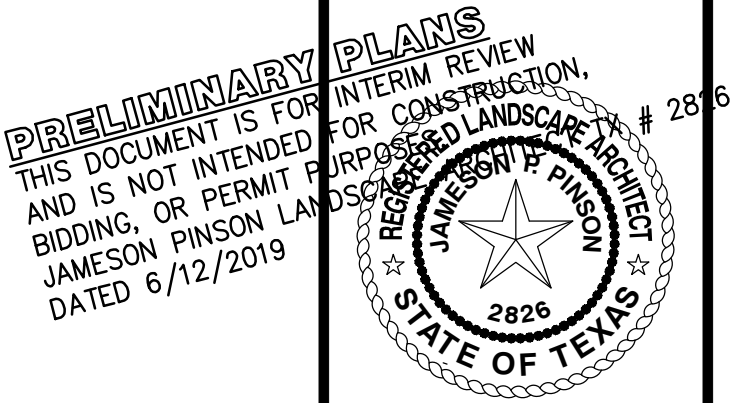
OWNER/DEVELOPER
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ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

File: \\192.168.100.14\dws\2018\18351\Drawings\FP & Const Plans\SHEETS\18351 HS LS DETAILS
Plotted: 6/12/2019 5:14 PM, by Megan Hatcher; Saved: 6/12/2019 5:04 PM, by Megan



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

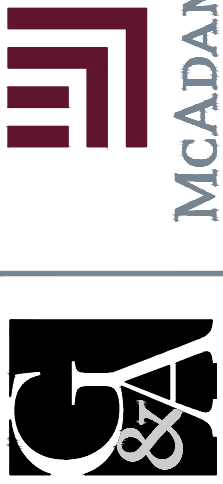
Lot 4 & 5, Block A

3.040 Acres

in the
JUN. TANNERHILL SURVEY, ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

HARDSCAPE & LANDSCAPE
DETAILS

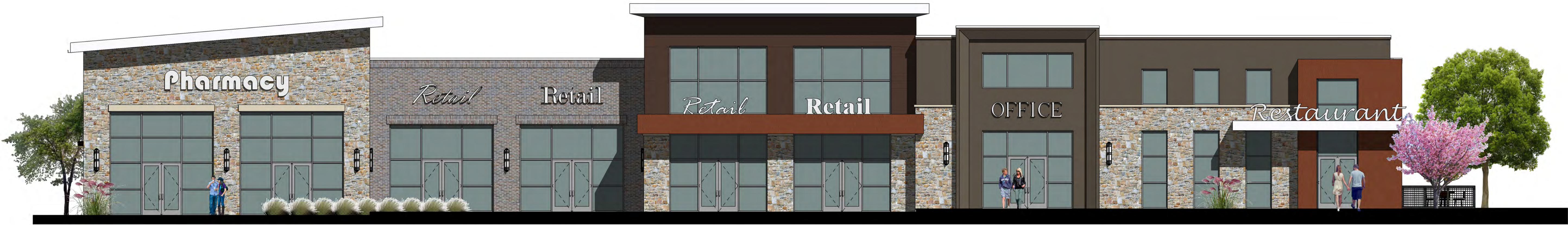
LAKESIDE CROSSING, BUILDINGS 4 & 5



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: 0194440
www.mcadamsco.com



1 BUILDINGS 4&5 FRONT ELEVATIONS
SCALE: 1" = 160'



2 BUILDING 5 - EAST
SCALE: 1/8" = 1'-0"



3 BUILDING 4 - EAST
SCALE: 1/8" = 1'-0"

DOCUMENTS ARE INCOMPLETE AND
MAY NOT BE USED FOR
REGULATORY APPROVAL, PERMIT, OR
CONSTRUCTION.
MARCOUS R. TRIMBLE
TX #24416

SHOPS AT LAKESIDE CROSSING
Flower Mound, Texas

LAKESIDE
— CROSSING —



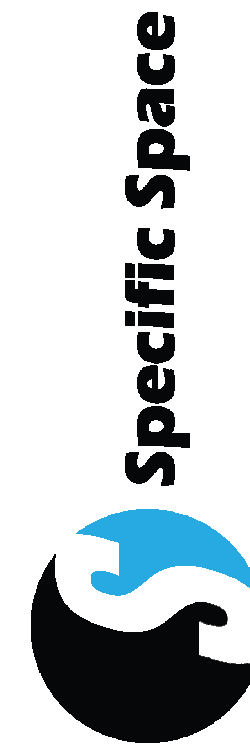
NO.	REVISION	DATE

Project #:	14001
Date	04.15.19
Drawn by:	MRT
Checked by:	MRT

A9.5
Unnamed

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



1 BUILDING 4 - EAST
SCALE: 1/8" = 1'-0"



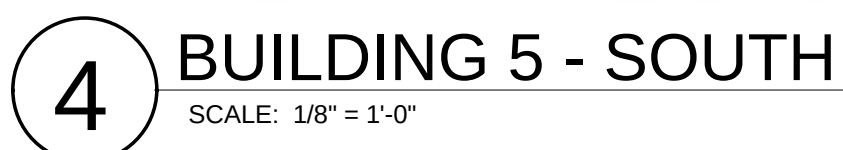
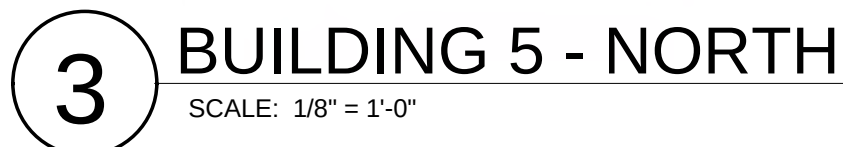
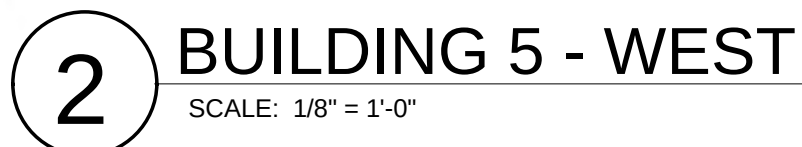
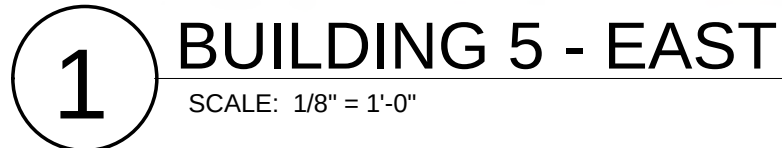
2 BUILDING 4 - WEST
SCALE: 1/8" = 1'-0"



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

LAKE SIDE — CROSSING —



REVISION	DATE

Project #:	14001
Date	04.15.19
Drawn by:	MRT
Checked by:	MRT

A9.2



TOWN COUNCIL AGENDA ITEM NO. 21

REGULAR ITEM

DATE: August 5, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for 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.)**

BACKGROUND INFORMATION: *This item was tabled to a date certain at the June 17, 2019, Town Council meeting. On July 12, 2019, the applicant submitted a written request to postpone this item to the August 5, 2019, Town Council public hearing.*

At the June 17, 2019, Town Council meeting, 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 that the design of the building was comprised of one-story retail buildings, which was a change from the two-story buildings that were depicted on the approved concept plan.

The applicant has submitted revised elevations incorporating a design that provides an appearance of two story buildings.

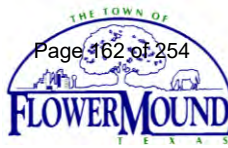
Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Though there were no concerns regarding the proposed pharmacy use, the Commission expressed concerns regarding lack of adequate articulation on the west facade of Building 4. The applicant submitted a revised site plan package addressing the Commission's concerns, and this in turn modified the Specific Use Permit exhibit, which is included as Attachment 3. The staff report for the site plan application includes a brief write-up regarding the façade modifications and also includes the revised site plan package attachment.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Revised Specific Use Permit Exhibit

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

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 8

REGULAR ITEM

DATE: June 10, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 457 (SUP19-0002 – Lakeside Crossing Building 5) to permit a pharmacy. The property is generally located south of Lakeside Parkway along and between Long Prairie Road and Northwood Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Site Plan (SP19-0001), for consideration on the same agenda. Approval of this site plan request is contingent upon approval of the Specific Use Permit for a pharmacy.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of the application is to request approval of a Specific Use Permit (SUP 457) to permit an approximately 3,000-square-foot pharmacy to occupy the south end of the proposed 15,764 square-foot multi-tenant retail building to be developed on Lot 5, Block A of the Lakeside Crossing subdivision. The subject site is approximately 1.75 acres and currently vacant. The property is zoned Planned Development District-153 (PD-153) for both residential and non-residential uses in compliance with the Campus Commercial land use designation within the Lakeside Business District Area Plan.

A pharmacy use requires approval of a Specific Use Permit (SUP) in the Campus Commercial zoning district. A drive-thru for a pharmacy use is considered as an accessory use that is incidental and subordinate to the principal use. The proposed drive-thru lane indicates the required four car queuing space. The ordinance for the SUP will include the following conditions for the pharmacy use:

1. The Specific Use Permit is limited to 3,000 square-foot lease space located at the southern end of retail Building # 5.
2. A single drive-thru lane as shown on the concept plan shall be permitted.
3. Enhanced paving consisting of stamped concrete denoting the drive-thru lane must be provided.

4. The hours of operation for the drive-thru facility are limited to 7:00 a.m. to 9:00 p.m. seven days a week.

A site plan (SP19-0001) for two retail buildings on Lots 4 and 5 is on the same agenda for consideration by the Planning and Zoning Commission. Landscape plans and elevations have been provided with the companion site plan application. The primary access to the site is provided from Long Prairie Road located to the east of this site. Mutual access easements provide internal circulation throughout the development and connectivity to Northwood Drive located to the west of this development.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Specific Use Permit requests. At the time this report was written, the Town had received no correspondence in support or in opposition to the request.

IV. ATTACHMENTS

A. Background Information

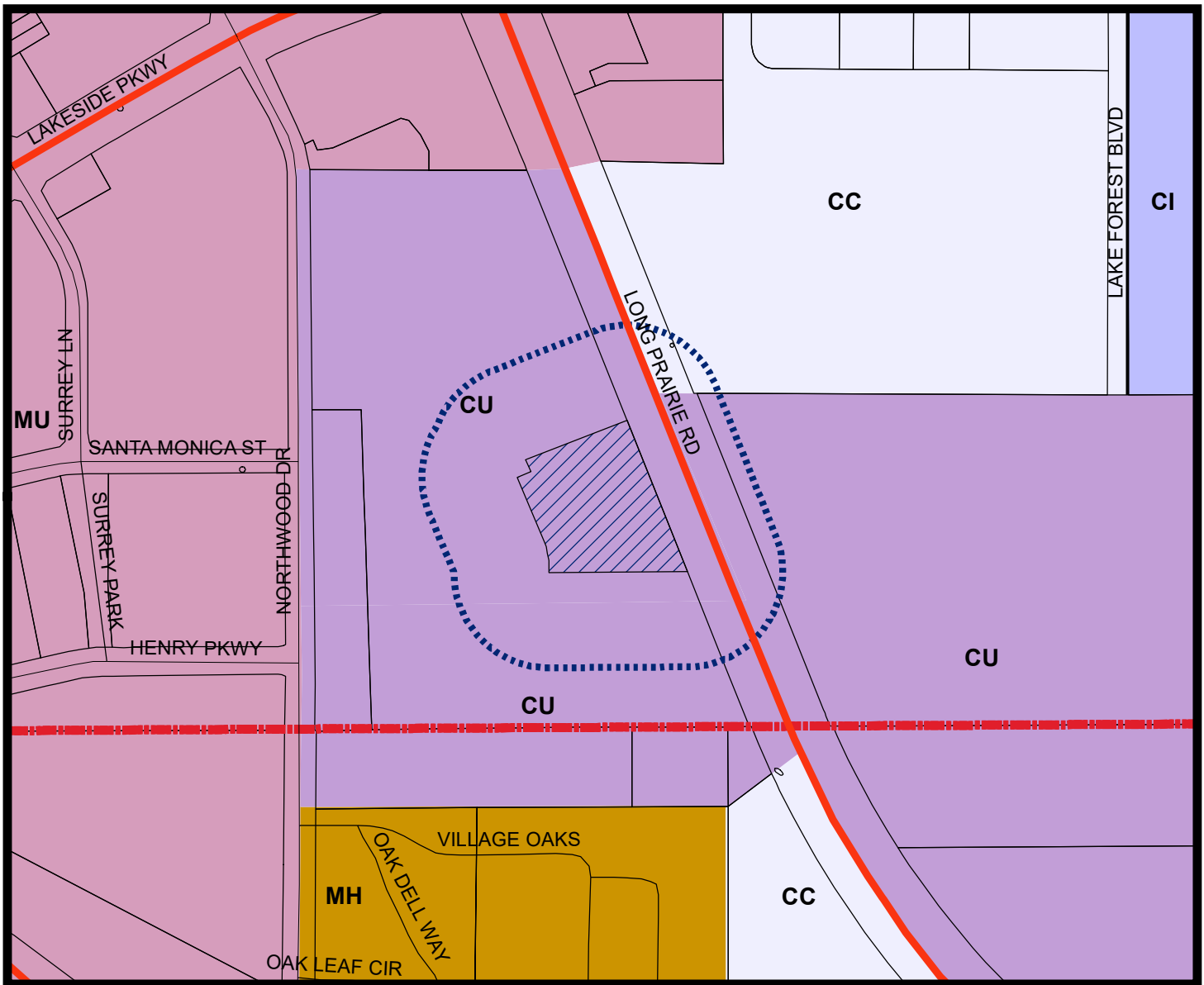
1. Vicinity Map
2. Letter of Intent

B. Application Details

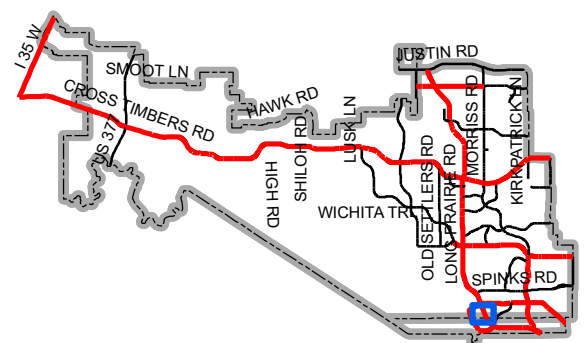
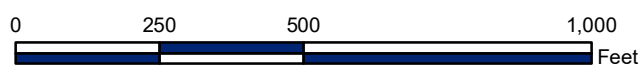
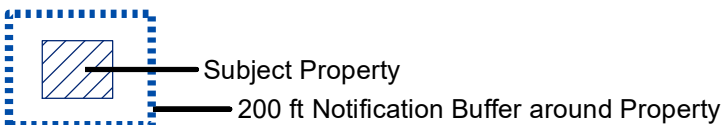
1. Specific Use Permit Exhibit

Vicinity Map

Reference Project: SUP19-0002



LEGEND



Map Location



LETTER OF INTENT > 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.

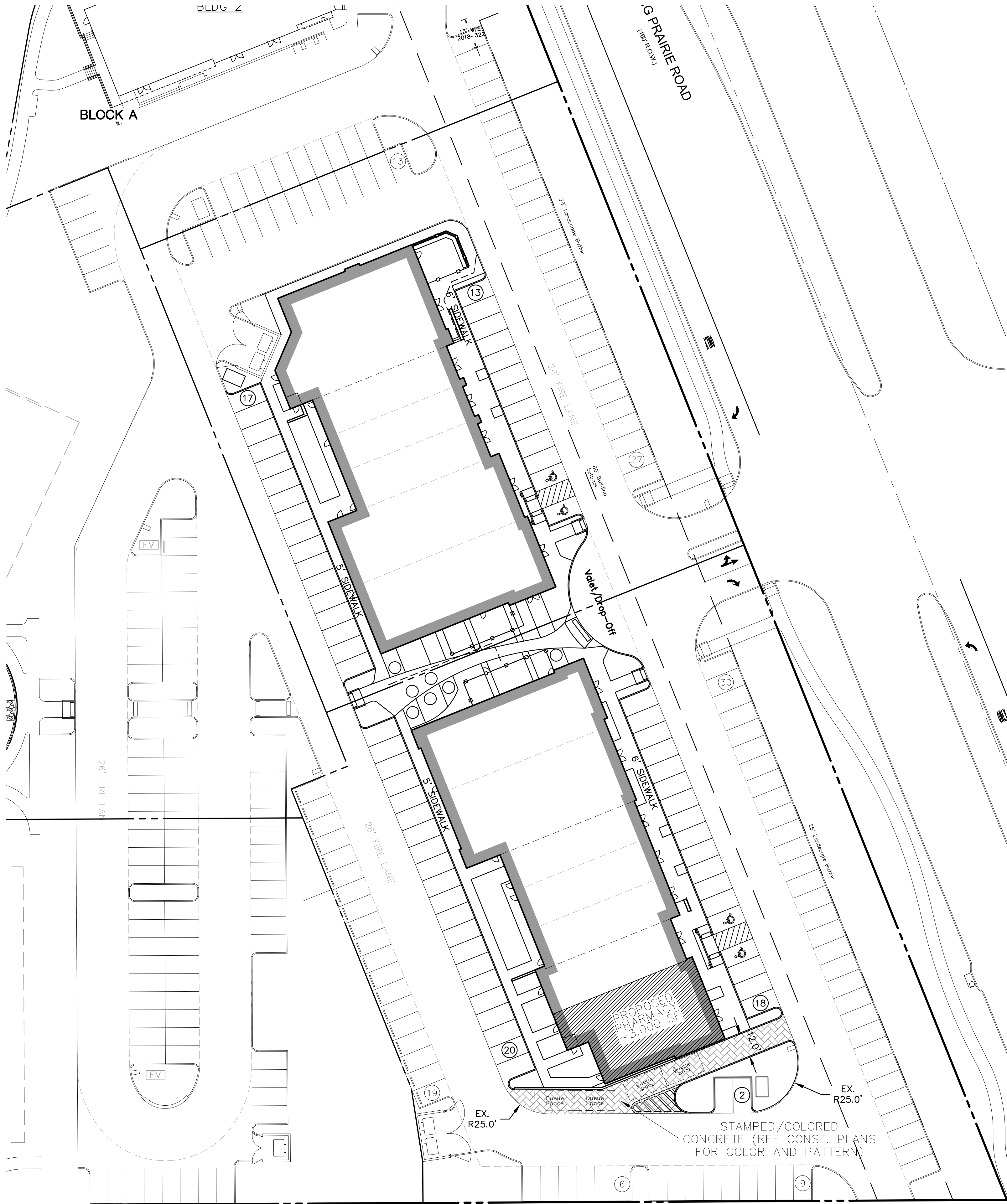
Sincerely,

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 & Final Plans/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

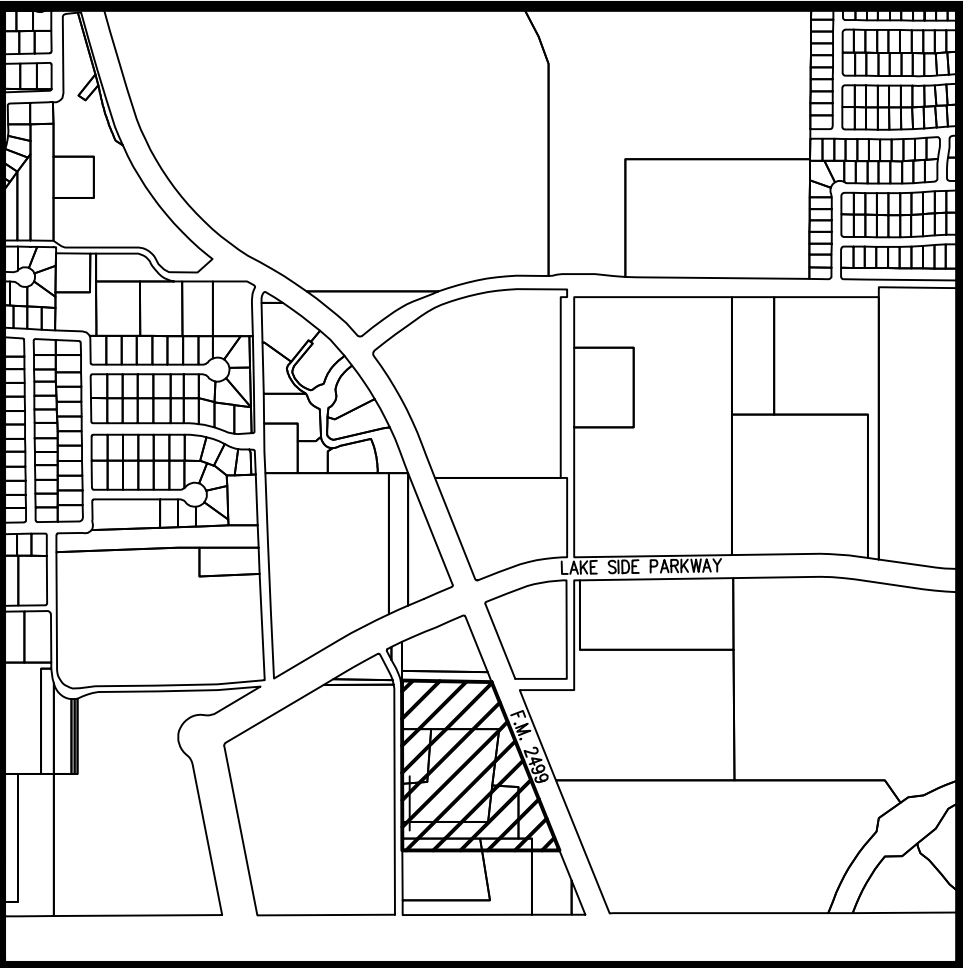
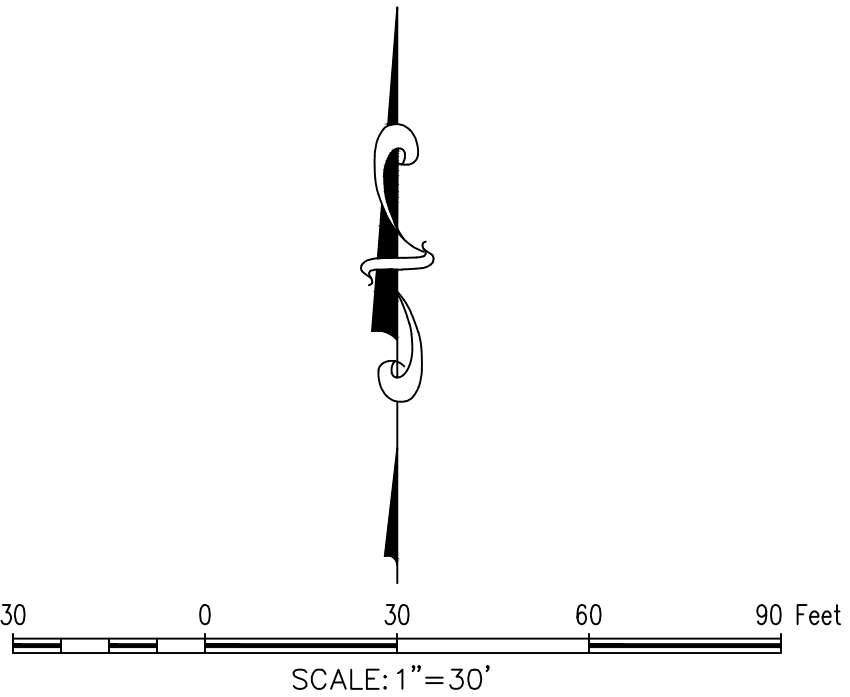
*491 Parking Spaces Provided

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)



BOX CUT ON TOP OF THE WESTERN CURB OF NORTHWOOD DRIVE, NEAR A STREET LIGHT APPROXIMATELY 130' SOUTH OF THE NORTHWEST CORNER OF SUBJECT PROPERTY ELEV.=590.87
BOX CUT ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ALONG THE WESTERN CURB OF NORTHWOOD DRIVE APPROXIMATELY 58' NORTH OF THE SOUTHWEST CORNER OF THE PROPERTY ELEV=577.78

- NOTES:
1. CONTRACTOR IS TO CONTACT THE TOWN'S TREE ARBORIST PRIOR TO THE START OF CONSTRUCTION TO OBTAIN TREE PRESERVATION REQUIREMENTS DURING CONSTRUCTION.
 2. ALL PAVEMENT DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 3. ALL SIDEWALK DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
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 5. ALL PARKING SPOTS ARE 9.0' x 17.5' UNLESS OTHERWISE NOTED.
 6. THE LOCATION OF THE EXISTING UTILITIES SHOWN IS APPROXIMATE, THE CONTRACTOR IS TO FIELD VERIFY LOCATION AND DEPTH PRIOR TO CONDUCTING ANY WORK.
 7. REFER TO SHEET 04 FOR PAVING HATCH LEGEND.
 8. ALL RETAINING WALLS ARE TO BE CLAD IN A MATERIAL THAT MATCHES THE PROPOSED BUILDINGS.
 9. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
 10. ALL BUILDING MOUNTED UTILITY OR EQUIPMENT BOXES SHALL BE SCREENED FROM A STREET VIEW. THIS RELATES TO ONLY THE EASTERN FACADE, SINCE THIS IS THE ONLY FACADES ABUTTING A STREET.
 11. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH THE TOWN'S REGULATIONS.
 12. THE DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 13. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON THE RADII OF PAVEMENTS WITHIN THE COURTYARD AREA.



OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS

The John R. McAdams Company, Inc.
(DBA: G&A McAdams)
111 Hillside Drive
Levelland, TX 79637
972.436.9712
201 County View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPE1.S.10194440
www.mcadamsco.com

MCADAMS
G&A

LAKESIDE CROSSING, BUILDING 5
Lot 5, Block A
1.756 Acres
in the
JUN. TANNERHILL SURVEY; ABSTRACT NO. 1252
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

SUP EXHIBIT

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS 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

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 August 5, 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.

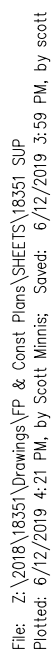
**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF
_____, 2019.**

APPROVED:

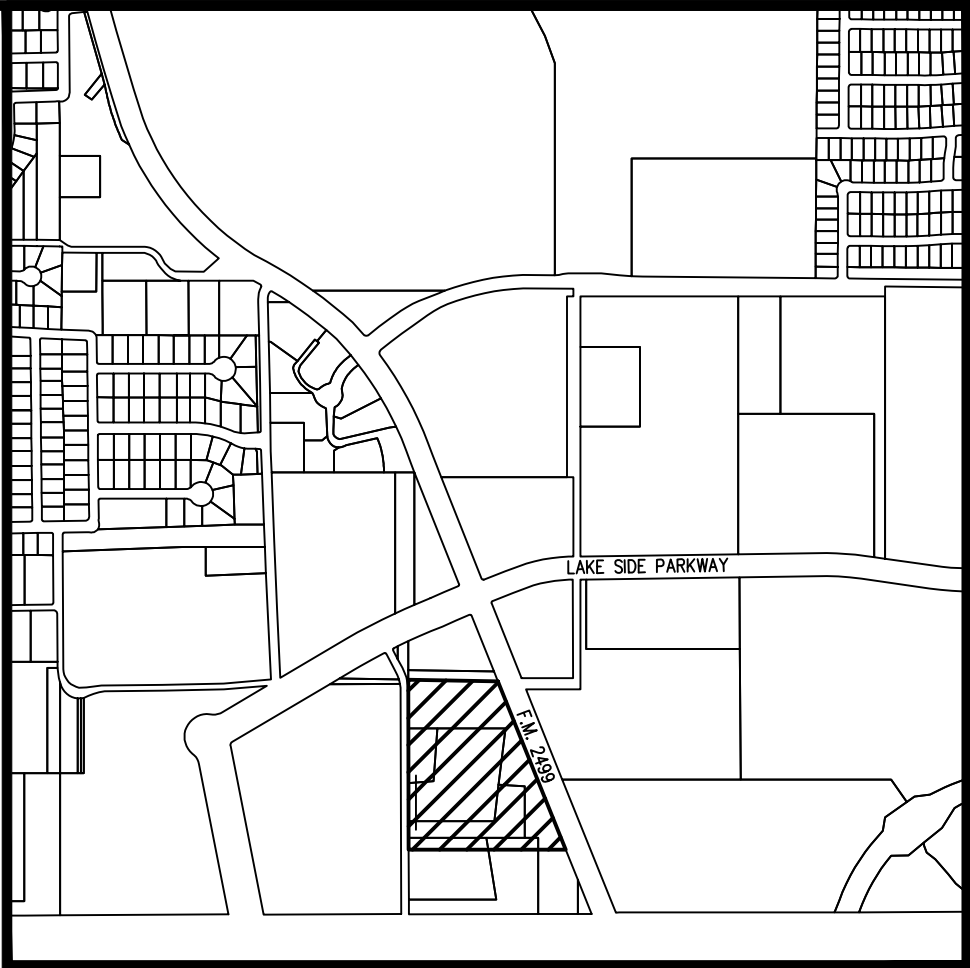
Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



*470 (452 on-site + 18 on-street parking spaces)



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TBPE: 19762
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P.E. #86898
DATE 6/12/2019

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Date: 02/24/2019
Scale: 1"=30'
Revisions:
03/28/2019
04/15/2019
05/31/2019
06/12/2019

SUP

OWNER/DEVELOPER
NEWSTREAM COMMERCIAL
311 S. OAK STREET, SUITE 250
ROANOKE, TX 76262
Ph. 817-602-0578
Contact: MR. TROY LEWIS



TOWN COUNCIL AGENDA ITEM NO. 22

REGULAR ITEM

DATE: August 5, 2019

FROM: Andrea Roy, Economic Development Director

ITEM: **Public Hearing to consider approval of a third amended and restated Chapter 380 Agreement between the Town of Flower Mound and Lakeside Crossing Land Partners, LP (previously Newstream Hotels & Resorts, LLC), and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The applicant, Lakeside Crossing Land Partners, is requesting Council's consideration of a third amendment to the Chapter 380 Agreement, in order to modify the dimensions and design of buildings 4 & 5, which differs from the original concept plan, building elevations, and proposed building sizes. In exchange for allowing the building modifications, and to ensure completion of buildings 2-7 as proposed, the agreement has been amended and all incentive payments associated with the commercial buildings 2-7 (which excludes the hotel) will be held by the Town until such time as all buildings are complete.

Original Approval

On July 17, 2017, the Town executed a Chapter 380 Agreement with Newstream Hotels & Resorts, LLC for the development of the original 12-acre site on the west side of Long Prairie Road, south of the Long Prairie Road/Lakeside intersection, known as Lakeside Crossing. Lakeside Crossing will include: a 5-story, full-service hotel with 125-140 rooms and suites; a full service restaurant providing 24-hour room service; and, approx. 4,000 sq. ft. of meeting space. The hotel was originally to be branded Unscripted (later Hotel RL and now Hotel Indigo). Newstream will also construct approximately 90,000 sq. ft. of restaurant, retail, and office space, as well as approx. 15 townhomes. Employment at full development is estimated at approx. 250-300 FTE's and total build out construction value is estimated at \$55 million. Site work is currently ongoing.

Chapter 380 Terms: The Chapter 380 Agreement originally provided for: a grant equal to 50% of real and business personal property taxes paid over a seven-year period; a grant equal to 50% of the City's 1% sales and use taxes received from purchases in the Town for all start-up/construction purchases, as well as initial furniture, fixtures, and equipment purchases for the hotel; a waiver of building permit fees; a 50% rebate of impact fees paid; and, a Hotel Occupancy Tax (HOT) rebate of 75% for years 1-5 and 50% rebate for years 6-10.

Developer/Hotelier Obligations: In exchange for the noted incentives, the developer will construct all noted improvements (hotel, office, restaurant, retail, and related infrastructure, drives, landscaping, etc.) in accordance with the noted deadlines. The applicant must also provide the Town with sufficient evidence indicating a capital investment of at least \$20,000,000 for the hotel. If at any point during the development, construction activity lapses and the applicant fails to obtain approval of required inspections within 180 days of one another, the agreement will be terminated.

Assignment of the Agreement

On September 19, 2017, the Town authorized assignment of the Chapter 380 Agreement from Newstream Hotels & Resorts, LLC to Lakeside Crossing Land Partners, LP. Soon thereafter, the Town Council approved a Collateral Assignment from Lakeside Crossing Land, LP to the project's lender, Spectrum Origination.

First Amendment of the Agreement

On December 17, 2018, the Town authorized a first amendment to extend the performance deadlines within the Chapter 380 Incentive Agreement by approximately 7 ½ months, to allow the developer to complete negotiations with the new hotel brand, which was Hotel RL.

The amendment extended the deadline for the developer/hotelier to receive building permits for the hotel from December 31, 2018, to July 15, 2019, and the hotel completion deadline from June 3, 2020, to February 15, 2021. The remaining buildings were required to be completed by no later than February 15, 2022, in lieu of the prior deadline of June 30, 2021. Additionally, a May 15, 2019 deadline to submit the hotel plans to the Town for the building permit was added to the agreement. Also added was a stipulation that allows for Town use of the hotel's meeting space up to two times annually for the life of the agreement.

Second Amendment

Most recently, on June 17, 2019, the Town authorized a four month extension on the performance deadlines related to following deliverables:

	Original Approved Agrmnt.	Approved 1st Amendment	2nd Amendment
Hotel building permit application	N/A	May 15, 2019	September 15, 2019
Hotel building permit approval	December 31, 2018	July 15, 2019	November 15, 2019
Hotel construction completed	June 30, 2020	February 15, 2021	June 15, 2021
Other buildings completed	June 30, 2021	February 15, 2022	June 15, 2022

In exchange for such extensions, the term for the real and business personal property rebate was reduced from seven (7) years to five (5) years. To confirm project progression, the applicant provided the Town with proof of contracted architectural services for the hotel building design and correspondence from Hotel Indigo's parent company, InterContinental Hotels Group, indicating approval of the franchise application for this location.

Third Amendment (Current Request)

The subject requested amendment will allow for adjustments to the size and design of Building 4 & 5, as the developer has now determined the precise layout of these buildings, which varies from the original concept. This amendment also modifies the timing of payments due to the developer, with the Town holding incentive payments for the commercial buildings (2-7) until all buildings are complete and receive a Building Final or Certificate of Occupancy. The length and term of the incentives will not be altered, but funds will simply held until performance conditions are met. The amendment will not impact any incentives associated with the Hotel.

All exhibits contained within the Chapter 380 Agreement have also been updated, representing the current lot areas and design of the buildings. Any significant variations to these elevations will require additional amendments.

Lastly, in order to ensure proper administration of the Chapter 380 Agreement, the agreement has been fully amended and restated, incorporating all amendments since the original approval in July 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the subject third amended and restated Chapter 380 Incentive Agreement as to form and legality.

ATTACHMENTS:

1. Third Amended and Restated Chapter 380 Agreement between the Town & Lakeside Crossing Land Partners.

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

**THIRD AMENDED AND RESTATED
CHAPTER 380 AGREEMENT**

This Third Amended and Restated Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas, (“**Town**”), and Lakeside Crossing Land Partners, LP a Texas limited partnership (“**Owner**”), for the purposes and considerations stated below. Town and Owner are sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, the Town and Newstream Hotels & Resorts, LLC, a Texas limited liability company (“**Newstream**”) executed that certain Chapter 380 Agreement Between the Town of Flower Mound and Newstream Hotels & Resorts, LLC dated September 18, 2017 (the “**Original Agreement**”); and

WHEREAS, Newstream assigned all of its interest in the Original Agreement to Owner by instrument dated January 10, 2019; and

WHEREAS, the Town and Owner executed a first amendment to the Original Agreement, dated May 14, 2019, which extended certain deadlines and added the use of meeting space in the Hotel by the Town (the “**First Amendment**”); and

WHEREAS, the Town and Owner executed a second amendment to the Original Agreement, dated June 17, 2019, which extended certain deadlines and reduced real and tangible personal property grants by two years (“**Second Amendment**”); and

WHEREAS, the Town and Owner desire to further amend the Original Agreement by holding payment of applicable incentives associated with Buildings 2-7 until all such buildings are completed; and

WHEREAS, this Agreement is intended to amend, restate, and replace the Original Agreement (including the First Amendment and the Second Amendment) in its entirety; and

WHEREAS, Owner owns an approximate 10.910-acre tract located within the Town; and

WHEREAS, Owner intends to construct a mixed-use development consisting of hotel, restaurant, retail shopping, and office uses; and

WHEREAS, the Town seeks to incentivize the development; and

WHEREAS, the Town possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the Town; and

WHEREAS, the Town has determined that the incentives set forth in this Agreement will

serve the public purpose of promoting local economic development, will diversify the economy of the state and Town, will eliminate unemployment and underemployment in the state and Town, and will enhance business and commercial activity within the Town; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement”, “Town”, “Owner”, “Parties”, “Party”, “First Amendment”, and “Second Amendment” shall have the meanings provided above.

“Building Final” means the approval of the final inspection issued by the Town certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant.

“Capital Investment” means the actual costs attributable to the construction of the Hotel and related infrastructure, including the actual construction costs of all buildings, site preparation, structures, infrastructure, utilities, landscaping and on-site improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, permit and inspection fees. It does not include insurance costs, marketing costs or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the Town certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Cessation in Construction” means the amount of time between two approved Town required inspections has lapsed 180 days or more.

“CO Date” means the date the Hotel receives a Certificate of Occupancy.

“Commencement of Construction” means that: (i) the construction plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits permitting construction have been issued by all applicable

governmental authorities; and (iii) mobilization and grading or excavation of the Property has begun.

“Owner Records” has the meaning as described in Section 3.7.

“Completion of Construction” means that the Town has issued a Certificate of Occupancy.

“Development” means the development as shown on the attached Exhibit “B”. The Development does not include any residential lots or structures.

“Effective Date” shall mean the last date this Agreement is executed by the parties.

“Expiration Date” shall mean the date of payment of the last of the Grants, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“FFE” means movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building, and which are purchased after the Effective Date and prior to the Opening Date of Hotel.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“Grant Year Taxes” means the ad valorem taxes assessed by Town against the Property, or subdivided portions thereof, and collected by Town for the applicable Tax Year which are attributable to the construction of the Improvements. The term excludes taxes which are attributable to the land value of the Property and revenue attributable to minerals, including, but not limited to oil and gas.

“Grants” shall collectively mean the TPP Grants, Real Property Grants, Sales Tax Grants, Impact Fee Grants, permit fee rebates, and HOT Grants.

“Hotel” means a minimum 60,000 square feet, five story full-service lifestyle hotel consisting of 125-140 rooms and suites, with full service restaurant, providing 24-hour room service, and approximately 4,000 square feet of meeting space to be built on the Property by Owner.

“HOT Grants” means the grants described in Section 4.3.

“HOT Revenue” means the amounts collected by the Town as a result of the hotel occupancy taxes imposed by the Town pursuant to Chapter 351 of the Texas Tax Code, as amended.

“Impact Fee Grants” means the grants from Town in an amount equal to 50% of the Town impact fees (water, wastewater, and road) paid by Owner and received by Town, which are attributable to the construction of the buildings within the Development.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Owner or any property or any business owned by the Owner within the Town.

“Improvements” means the Hotel, office, retail, and restaurant buildings identified as Buildings 1-7 on Exhibit B, and the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed on the Property. Improvements does not include any residential buildings.

“Opening Date” means the first day a person pays for the use or possession of or for the right to the use or possession of a room or space at the Hotel.

“Payment Request” means a written request from Owner to Town for payment of the TPP Grants, Real Property Grants, Sales Tax Grants, Impact Fee Grant, permit fee rebates, and HOT Grants, as the case may be, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Owner is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Property” means the approximate 10.910-acre tract more particularly shown and described on the attached Exhibit A. The term does not include (i) the areas designated as residential on the site plan attached as Exhibit B; or (ii) any real property within the Development on which residential structures have been built.

“Qualified Expenditure” means an expenditure which (i) promotes tourism and the convention and hotel industry, and (ii) is authorized by Section 351.101 of the Texas Tax Code, as amended, and Section 62.107 of the Town’s code of ordinances, as amended.

“Real Property Grants” shall mean five (5) consecutive annual economic development grants to be provided by Town to Owner, each in an amount equal to fifty percent (50%) of the Grant Year Taxes.

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Owner.

“Sales Tax Grants” means the grants as described in Section 4.4.

“Sales Tax Report” has the meaning as set forth in Section 3.6.

“Sales and Use Tax” means the Town’s municipal sales and use tax, currently at the rate of one percent (1.0%) pursuant to Chapter 321 of the Texas Tax Code, as amended; provided, however, should the electors of the City reallocate the Sales and Use Tax or should the Texas Legislature amend the applicable tax code provision to increase or decrease the amount of allowed municipal sales and use tax, then in the event of a decrease, Sales and Use Tax shall mean the actual amount of sales and use tax received by the Town, and in the event of an increase, the Sales and Use Tax shall mean one percent (1.0%).

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Owner and added to the Property after the Effective Date of this Agreement. Tangible Personal Property does not include inventory, supplies, Freeport Goods or Goods in Transit.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” means the term as defined in Section 2.2.

“TPP Grants” shall mean five (5) consecutive annual economic development grants to be provided by Town to Owner, each in an amount equal to fifty percent (50%) of the TPP Tax. Each annual individual grant shall be referred to hereafter as a “TPP Grant.”

“TPP Tax” shall mean the ad valorem taxes assessed by Town against the Tangible Personal Property located at the Property, or any subdivided portion thereof, and collected by Town for the applicable Tax Year.

ARTICLE 2 PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Development to the Town. The terms of this Agreement shall implement the Program.

2.2 Term. The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 3 OWNER OBLIGATIONS

The Parties acknowledge and agree that Owner is not obligated to build the Development or the Improvements; provided, however, that Owner must satisfy the obligations set forth in this Article 3 and in this Agreement in order to receive the Grants.

3.1 Construction of Improvements.

(a) Owner must (i) submit a full and complete building permit application for construction of the Hotel, as deemed acceptable by the Town, no later than September 15, 2019; and (ii) receive all necessary permits permitting construction of the Hotel from all applicable governmental authorities no later than November 15, 2019; and (iii) subject to events of Force Majeure, achieve Completion of Construction of Hotel on or before June 15, 2021.

(b) Subject to events of Force Majeure, Owner must receive a Building Final for the remaining Improvements, identified as Buildings 2-7 on the site plan attached as Exhibit B ("**Buildings 2-7**") on or before June 15, 2022.

3.2 Compliance with Laws. Owner agrees to construct the Development and the Improvements in accordance with the site plan attached hereto as Exhibit B, the elevations and materials shown on the attached Exhibit C, and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof). Owner further agrees that the building and construction materials used for the Development and Improvements must be in compliance with (i) this Agreement; (ii) all zoning ordinances affecting the Property; (iii) Chapter 14 of the Flower Mound Code; and (iv) all other plans for construction which have been approved by the Town.

3.3 Continuous Operation. Owner agrees that from the CO Date and throughout the Term of this Agreement, Owner will continuously use and operate the Hotel (subject, however, to any temporary cessations due to causes or events of Force Majeure or due to Hotel remodeling, renovation or casualty/condemnation repairs and replacements), and the Hotel shall not be used for any purpose other than as a hotel and related amenities, open to the public and serving visitors, the adjacent business community, and the citizens of the Town.

3.4 Impositions. Owner shall make timely payment of all Impositions during the Term of this Agreement.

3.5 Good Standing. Owner shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.6 Sales Tax Reports. Owner will provide Town, on a monthly basis, a copy of the financial report it submits to the State Comptroller relating to the remission of Sales and Use Taxes collected in the Town as a result of the operation of the Development ("**Sales Tax Report**"). Additionally, Owner hereby grants consent for the State Comptroller's office to release the monthly reported figures along with any State audit adjustments to the Town. The Parties designate this Agreement

as a revenue sharing agreement entitling the Town to request sales tax information from the Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Owner further agrees to provide Town any other reasonable documentation in a form acceptable to Town that establishes and proves amounts necessary for Town to make the Sales Tax Grants as provided in this Agreement.

3.7 Audit. Owner shall grant access to Town, or such other persons or entities designated by Town for the purposes of inspecting, at Owner's office, during Owner's normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Owner's performance of this Agreement ("**Owner Records**"), provided that Town has provided five (5) business days prior notice, and Town or its representatives shall not unduly disrupt Owner's operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by Town, or such other persons or entities designated by Town in accordance with state and federal laws, regulations or directives applicable to Owner's performance of this Agreement. Town agrees, to the extent allowed by law, to maintain the confidentiality of the Owner Records.

3.8 Use of Meeting Space. Beginning on January 1 following the CO Date and continuing thereafter for a period of seven years, the Hotel will make available to Town 32 hours of use of the approximate 4,000 square feet of meeting space within the Hotel each calendar year, with the duration of each Town or Town sponsored event lasting no more 16 hours. Town will reserve the meeting space in accordance with the Hotel's meeting space reservation policy; provided, however, in the event of a conflict between any reservation policy and the Town's rights under this section of the Agreement, this section of the Agreement controls and nothing in the Hotel reservation policy or any other Hotel policy will prevent the Town's right to an aggregate of 32 hours of use each calendar year. Further, if an immediate Town need arises and the meeting space is not reserved by another party, the Hotel will make reasonable accommodations to the Town. All reservations of the meeting space must be made by a representative of the Town's Office of Economic Development. The Town will not be charged any rental fees for meeting space.

ARTICLE 4 TOWN OBLIGATIONS

Subject to Owner's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this section, Town will be obligated to do the following:

4.1 Real Property Grants.

(a) Hotel. For a period of five (5) years commencing on January 1 following the CO Date, the Town will provide an annual Real Property Grant to Owner for the Hotel and related Improvements constructed on Lot 1 as shown on the attached Exhibit A. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of (i) payment of the Grant Year Taxes; and (ii) a Payment Request.

(b) Buildings 2-7. For a period of five (5) years commencing on January 1 following the date Buildings 2-7 have received a Building Final or Certificate of Occupancy, the Town will provide an annual Real Property Grant to Owner for Buildings 2-7 and related Improvements constructed on Lots 2-7 as shown on the attached Exhibit A. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of (i) payment of the Grant Year Taxes; and (ii) a Payment Request.

4.2 TPP Grants.

(a) Hotel. For a term of five (5) consecutive years commencing on January 1 following the CO Date, the Town will provide an annual TPP Grant to Owner for the Tangible Personal Property located on Lot 1 as shown on the attached Exhibit A. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of: (i) payment of the TPP Tax; and (ii) a Payment Request.

(b) Buildings 2-7. For a term of five (5) consecutive years commencing on January 1 following the date Buildings 2-7 have received a Building Final or Certificate of Occupancy, the Town will provide an annual TPP Grant to Owner for the Tangible Personal Property located on Lots 2-7 as shown on the attached Exhibit A. Each annual TPP Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of: (i) payment of the TPP Tax; and (ii) a Payment Request.

4.3 HOT Grants. The Town agrees to reimburse Owner for Owner's Qualified Expenditures as follows:

(a) Years 1-5. The Town agrees to pay Owner an amount equal to seventy-five percent (75%) of the HOT Revenue collected and remitted to the Town from the Hotel each calendar quarter during a period beginning on the Opening Date and continuing thereafter for five (5) years.

(b) Years 6-10. The Town agrees to pay Owner an amount equal to fifty percent (50%) of the HOT Revenue collected and remitted to the Town from the Hotel each calendar quarter beginning on the sixth year after the Opening Date and continuing thereafter for four (4) years.

(c) Annual Plan and Budget.

- (i) Plan and Grant Year. On an annual basis, the Owner shall prepare and submit to the Town a proposed annual plan and budget ("**Annual Plan and Budget**") setting forth and itemizing Owner's intended use of HOT Grants for the upcoming "**HOT Grant Year**", which for the first year will be from the Opening Date until December 31, and every HOT Grant Year thereafter will be a one-year period from January 1 through December 31. The proposed Annual Plan and Budget must be submitted to the Town Manager no later than 30 days prior to commencement of the upcoming HOT Grant Year. Failure to submit the Annual Plan and Budget will constitute an event

of default, and may, at the sole discretion of the Town, and notwithstanding Section 5 of this Agreement, result in the Owner's forfeiture of any HOT Grants for the upcoming HOT Grant Year.

- (ii) Contents of Plan. The proposed Annual Plan and Budget must include, at a minimum, a line item budget detailing the use of the HOT Grant for the upcoming HOT Grant Year, the amount of the expenditure for each item and a description of the item indicating how it complies with the requirements of 351.101 of the Texas Tax Code, as amended.
- (iii) Approval and Amendments. The Town Manager must, after finding that all of the proposed expenditures are Qualified Expenditures, approve the Annual Plan and Budget before Owner receives any HOT Grant for the upcoming HOT Grant Year. The Owner may, at any time, submit an amendment to the Annual Plan and Budget; provided, however, that any amendment does not become effective until it has been approved by the Town Manager.

(d) Time of Payments. Payments to Owner will be made on a quarterly basis on or before forty-five (45) days following the receipt by the Town of the latter of: (i) the HOT Revenue from the Hotel for the applicable quarter; and (ii) a Payment Request with sufficient documentation from Owner that it has made Qualified Expenditures in accordance with the Annual Plan and Budget in a form acceptable to the Town Manager or his designee. The Town is not obligated to pay Owner for an expenditure that was not a Qualified Expenditure already approved in the Annual Plan and Budget. Additionally, as a condition to receiving the first HOT Grant payment, Owner must provide sufficient evidence to the Town Manager, in a manner suitable to the Town Manager in his or her sole discretion, that Owner made a Capital Investment in amount of at least \$20,000,000.

(e) Limitations on Funding. In no event will any quarterly payment under this section 4.3 exceed 75% of the HOT Revenue collected by the Hotel and remitted to Town for any given quarter in Years 1-5 as described in 4.3(a), nor will any quarterly payment under this section exceed 50% of the HOT Revenue collected by the Hotel and remitted to Town for any given quarter in Years 6-10 as described in 4.3(b). Town is obligated to make the payments under this section only from the HOT Revenue collected from the Hotel, and Town is not obligated to make such payments from any other funds or revenues of Town. Owner will have no right to any unexpended HOT Grant funds in any given HOT Tax Year, and such funds will remain with the Town.

(f) Improper Expenditures. Should any expenditure of HOT Grants by Owner be for a use that is found to be improper or illegal, the Town shall have no liability in connection thereof, and Owner agrees to indemnify and hold harmless the Town for such amounts. Owner further agrees that no later than 30 days after receipt of written notification from the Town, it will reimburse the Town in an amount equal to the improper expenditure, plus interest at the rate of the prime rate per annum.

4.4 Sales Tax Grants.

- (a) Sales at the Hotel. Town agrees to pay Owner an amount equal to fifty percent (50%) of the Sales and Use Tax received by Town and attributed solely to the sale of taxable items within the Hotel during a period beginning on the first eligible sales tax purchase at the Hotel and continuing thereafter for seven (7) years.
- (b) FFE for Hotel. The Town agrees to pay Owner an amount equal to fifty percent (50%) of the Sales and Use Tax received by the Town attributable to Owner's purchase of FFE to furnish and equip the Hotel prior to the Opening Date.
- (c) Construction Purchases. The Town agrees that it shall pay to Owner an amount equal to fifty percent (50%) of the Sales and Use Tax received by the Town attributable to the purchase of construction materials by Owner or contractors retained by Owner in connection with the construction of the Hotel and Buildings 2-7. The grants under this section 4.4(c) are limited to purchases made during a period beginning on the Effective Date and continuing thereafter for five (5) years. Notwithstanding section 4.4(d), no grants will be paid to Owner for purchases attributable to the construction of Buildings 2-7 until Buildings 2-7 have received a Building Final or Certificate of Occupancy.
- (d) Timing of Payments. The Sales Tax Grants will be paid on a quarterly basis. The Town covenants and agrees to make quarterly payments to Owner within forty-five (45) days following its receipt of the latter of: (i) the Sales Tax Reports each month of the applicable calendar quarter; (ii) the reports or other information establishing the amounts of received Sales and Use Tax from the Comptroller's office for each month in the applicable calendar quarter; (iii) the Town's receipt of the Sales and Use Tax from the Comptroller's office for each month of the applicable calendar quarter; and (iv) a Payment Request.
- (e) Erroneously Paid Sales Tax. In the event the Comptroller determines, for any reason, that any Sales and Use Taxes were erroneously paid to Town from the sales provided for herein and Town is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales and Use Taxes received by Town under this Agreement, and in the event the calculation of Sales and Use Taxes paid for a Sales Tax Grant shall reflect an overpayment by Town to Owner, Owner agrees to reimburse Town the amount of such overpayment. Notification of any such required adjustment will be provided to Owner at the earliest practical date. This section will survive termination of this Agreement.

4.5 Impact Fee Grants.

- (a) The Town agrees to pay Owner an Impact Fee Grant for the Hotel within 45 days after: (i) the Hotel receives a Certificate of Occupancy; and (ii) the Town's receipt of a Payment Request.

(b) The Town agrees to pay Owner an Impact Fee Grant for Buildings 2-7 within 45 days after: (i) Buildings 2-7 have received a Building Final or Certificate of Occupancy; and (ii) the Town's receipt of a Payment Request.

4.6 Permit Fee Waiver.

(a) Hotel. The Town agrees to waive the following permit and related fees for initial construction of the Hotel: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees and lighting plan review fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

(b) Buildings 2-7. The Town agrees to rebate 100% of following permit and related fees for initial construction of Buildings 2-7 that have been paid by Owner: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees and lighting plan review fees. The Town agrees to rebate the fees to Owner within 45 days after: (i) Buildings 2-7 have received a Building Final or Certificate of Occupancy; and (ii) the Town's receipt of a Payment Request. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

**ARTICLE 5
TERMINATION; REPAYMENT; OFFSET**

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Owner shall have become delinquent (provided, however, Owner retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) upon written notice by Town, if Owner suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by Town, if after Commencement of Construction, a Cessation in Construction of any element or component of the Improvements occurs; or
- (f) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), (d), or (e), Owner shall immediately refund to Town an amount equal to the amount of all of the Grants that have been provided by Town to Owner prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Owner set forth in this Section 5.2 hereof shall survive termination of this Agreement.

5.3 Offsets. Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

ARTICLE 6 MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties. This Agreement may not be assigned by Owner without the prior written consent of the Town's Town Manager.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, is deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions. Owner agrees to indemnify and hold harmless Town from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Owner's performance of this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for Town, to:

Town of Flower Mound, Texas
Attn: Economic Development Director
2121 Cross Timbers Rd.
Flower Mound, TX 75028

With a copy to: Flower Mound Town Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If intended for Owner, to: Newstream Commercial
Attn: CFO
311 South Oak Street, Suite 200
Roanoke, TX 76262
RE: Newstream Hotels & Resorts, LLC

6.6 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

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

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

6.14 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Grants or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such payments will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Owner as of the effective date of such limitation or restriction.

6.15 Undocumented Workers. Owner certifies that Owner, and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Owner of the violation.

6.16 Governmental Function. The Parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

6.17 Lender Consent. The Parties acknowledge that Owner and Spectrum Origination LLC, a Delaware limited liability Owner ("**Lender**") executed a Collateral Assignment of Development Agreement dated October 3, 2017 ("**Collateral Assignment**"), and by the terms of the Collateral Assignment, the Original Agreement may not be amended or supplemented in any manner whatsoever without the prior written consent of Lender. By its signature, Lender consents to this Agreement. The Parties further agree that this Agreement will not become effective until Lender has executed this Agreement.

6.18 Original Agreement. Upon full execution of this Agreement by the Parties and Lender, the Original Agreement (including the First Amendment and Second Amendment) is void and of no effect.

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

[Signatures on following page]

TOWN OF FLOWER MOUND, TEXAS

By: _____
Steve Dixon, Mayor

ATTEST:

Theresa Scott, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

[S E A L]

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary Public

For the limited purpose of consent,

LENDER:

SPECTRUM ORIGINATION LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me on this _____,
2019, by _____, the
_____ of Spectrum Origination LLC, a Delaware limited liability
company, on behalf of said limited liability company.

[S E A L]

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary Public

EXHIBIT “A”
The Property

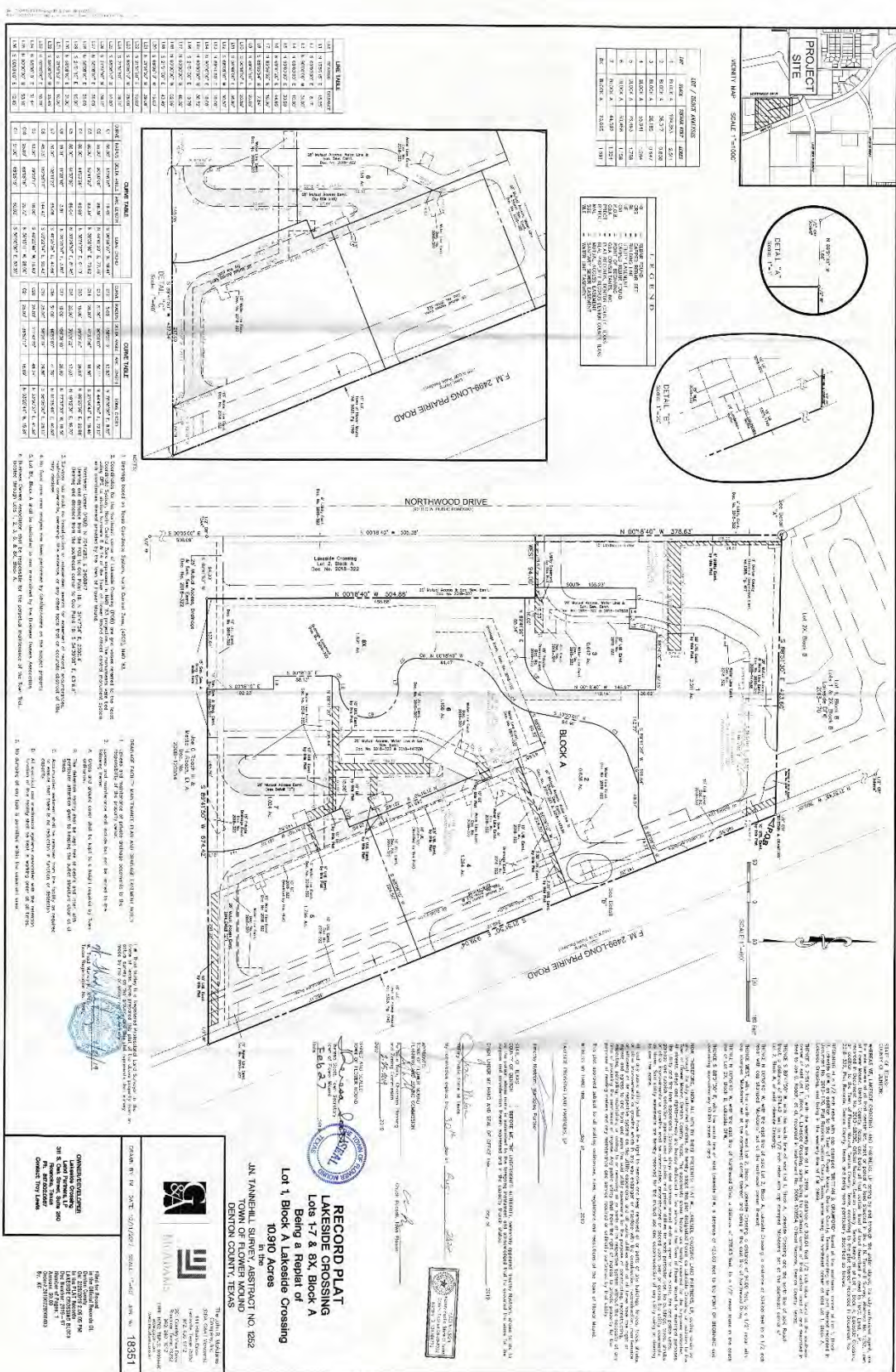
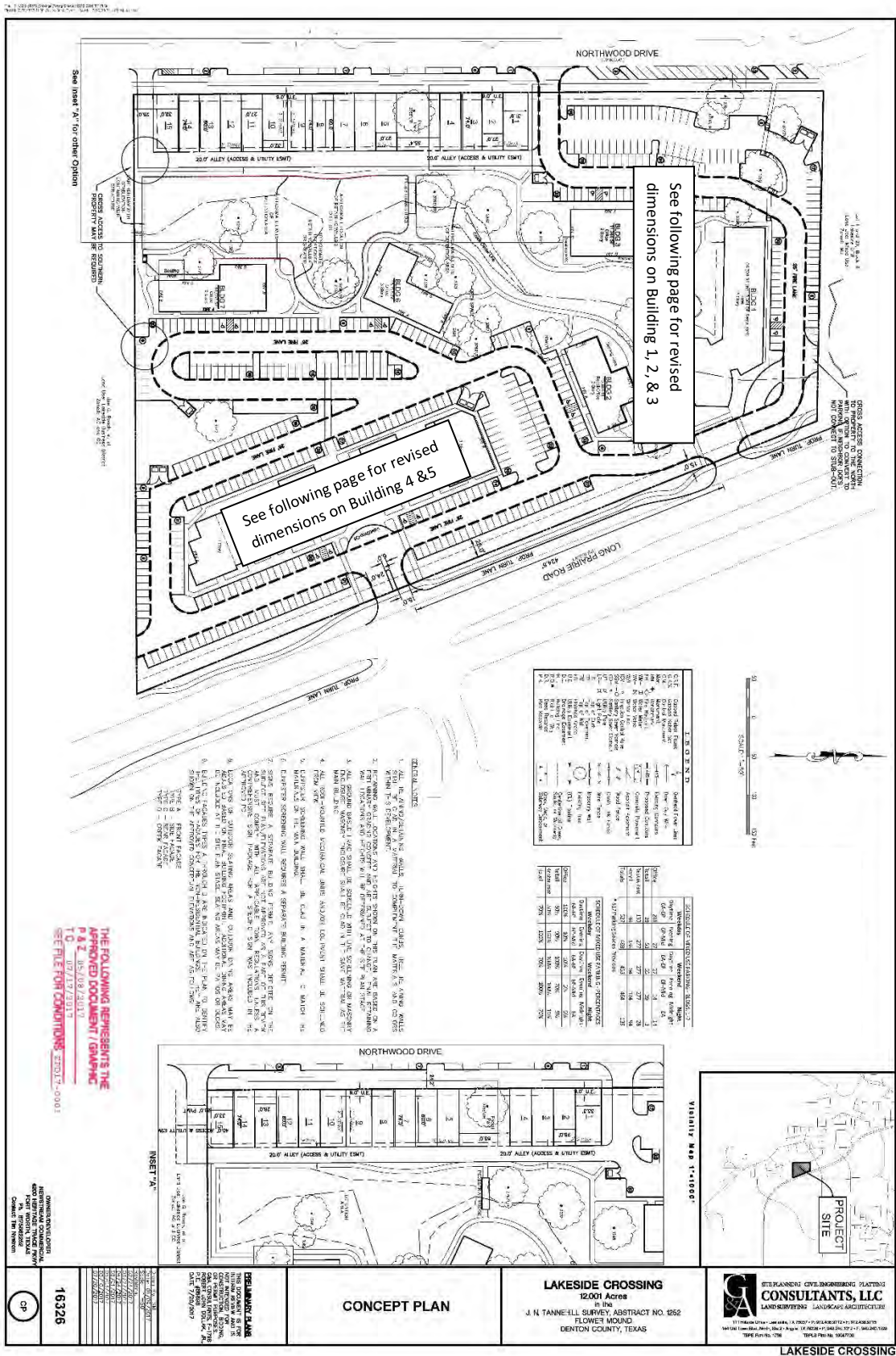
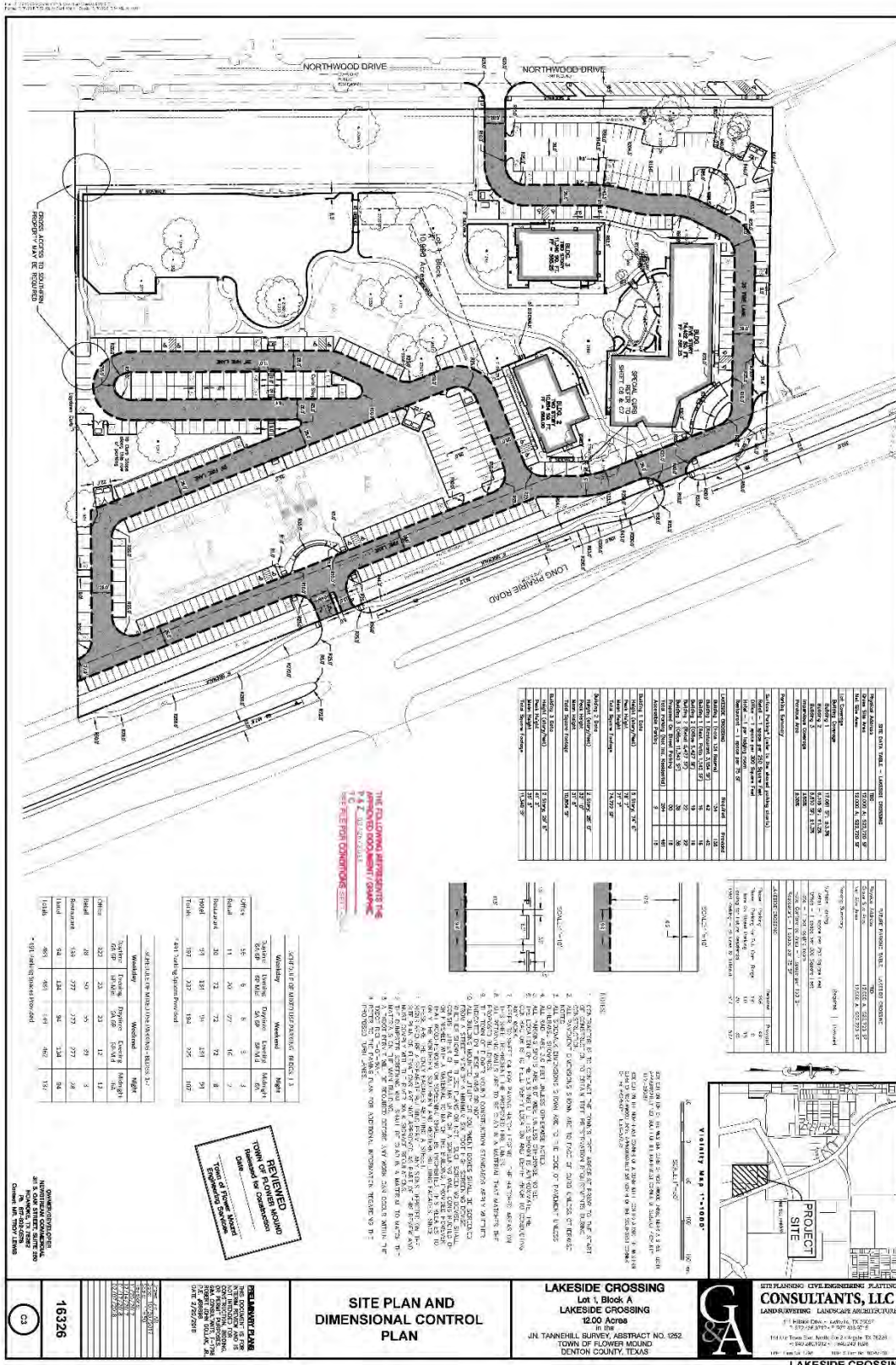


EXHIBIT “B”
The Development





1 BUILDING 1 - NORTH FACADE
SCALE: 1/8" = 1'-0"

2 BUILDING 1 - EAST FACADE
SCALE: 1/8" = 1'-0"

KEYED NOTES - ELEVATIONS

1. CLADDING - 1/2" X 1/2" X 1/2" (3/4" MAX) - UNSCRIPTED - (PREFERRED) - (COLOR: UNSCRIPTED)
2. CLADDING - 1/2" X 1/2" X 1/2" (3/4" MAX) - HOTELS - (PREFERRED) - (COLOR: HOTELS)
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17. CLADDING - 1/2" X 1/2" X 1/2" (3/4" MAX) - UNSCRIPTED - (PREFERRED) - (COLOR: UNSCRIPTED)

REVISIONS

NO.	REVISION	DATE
1	REVISION 1	10/10/18
2	REVISION 2	10/10/18

A3.1D

REVISION 1

DATE: 10/10/18

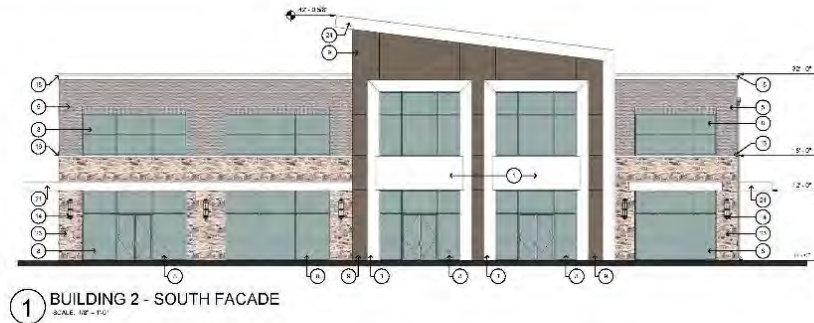
BY: [Signature]

SCALE: 1/8" = 1'-0"

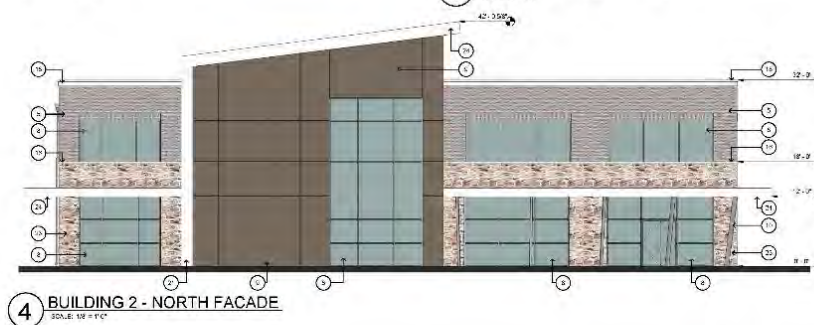




Attachment B(1) Site Plan Exhibit



THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 22/02/2016
T.C.
SEE FILE FOR CONDITIONS 2217-0029



KEYED NOTES - ELEVATIONS

1. COMPOSITE STONE/BRICK (FACED) (FACED)
2. COMPOSITE STONE/BRICK (FACED) (FACED)
3. COMPOSITE STONE/BRICK (FACED) (FACED)
4. COMPOSITE STONE/BRICK (FACED) (FACED)
5. COMPOSITE STONE/BRICK (FACED) (FACED)
6. COMPOSITE STONE/BRICK (FACED) (FACED)
7. COMPOSITE STONE/BRICK (FACED) (FACED)
8. COMPOSITE STONE/BRICK (FACED) (FACED)
9. COMPOSITE STONE/BRICK (FACED) (FACED)
10. COMPOSITE STONE/BRICK (FACED) (FACED)
11. COMPOSITE STONE/BRICK (FACED) (FACED)

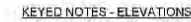
ITEM	QTY	UNIT	PRICE	TOTAL
1. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
2. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
3. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
4. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
5. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
6. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
7. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
8. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
9. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
10. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
11. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
TOTAL	11000	SQ. YD.	110.00	12100.00

ITEM	QTY	UNIT	PRICE	TOTAL
1. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
2. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
3. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
4. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
5. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
6. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
7. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
8. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
9. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
10. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
11. COMPOSITE STONE/BRICK (FACED) (FACED)	1000	SQ. YD.	10.00	1000.00
TOTAL	11000	SQ. YD.	110.00	12100.00

A3.2B

SHEET 2 OF 2

A3.3



- [illegible]

NO.	REVISION	DATE
1	REVISION 1	11.02
2	REV 2/11	12.02
3	REVISION 3	01.03

A3.3
BUILDING
ELEVATIONS

5

$$\begin{array}{c} 49 \\ 48 \\ 47 \\ 46 \\ 45 \\ 44 \\ 43 \\ 42 \\ 41 \\ 40 \\ 39 \\ 38 \\ 37 \\ 36 \\ 35 \\ 34 \\ 33 \\ 32 \\ 31 \\ 30 \\ 29 \\ 28 \\ 27 \\ 26 \\ 25 \\ 24 \\ 23 \\ 22 \\ 21 \\ 20 \\ 19 \\ 18 \\ 17 \\ 16 \\ 15 \\ 14 \\ 13 \\ 12 \\ 11 \\ 10 \\ 9 \\ 8 \\ 7 \\ 6 \\ 5 \\ 4 \\ 3 \\ 2 \\ 1 \end{array}$$

NO.	REVISION	DATE
1	REVISION 1	11/20/11
2	REVISION 2	12/15/11
3	REVISION 3	2/08/12

Project # 14001
Date NOVEMBER 2017
Drawn by: MRT

ELEVATIONS -
COLOR

307/CH 3 8/9/24/06

[illegible][illegible]



1 BUILDINGS 4&5 FRONT ELEVATIONS
SCALE: 1" = 8'-0"



2 BUILDING 5 - EAST
SCALE: 1/2" = 1'-0"



3 BUILDING 4 - EAST
SCALE: 1/2" = 1'-0"

DOCUMENT PREPARED BY: S&B
 DRAWING NO.: 204-01
 PROJECT: SHOPS AT LAKESIDE CROSSING
 LOCATION: FLOWER MOUND, TEXAS
 DATE: 08/15/16

SHOPS AT LAKESIDE CROSSING
Flower Mound, Texas

LAKESIDE
— CROSSING —

Specific Space

NO.	REVISION	DATE

Prepared by:	MMT
Drawn by:	MMT
Checked by:	MMT
Reviewed by:	MMT

A9.5
Landscape

08/15/16 11:14 AM

Attachment (B1): Site Plan C01-B1



COMPOSITE WOOD PANEL

PRODEMA - PRODEX

MAINTENANCE FREE NATURAL WOOD PANEL SYSTEM

- CREAM
- RUSTIK
- DEEP BROWN
- NUX

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 02/26/2018
T C
SEE FILE FOR CONDITIONS SP17-0020



STONE

CORONADO STONE PRODUCTS

FRENCH COUNTRY VILLA SERIES

- CHAMPAGNE
- BORDEAUX



BRICK

- TRIANGLE BRICK
- GRAYSON
- COTTONWOOD



DRI-DESIGN ALUMINUM PANEL SYSTEM

FACTORY PAINTED ALUMINUM PANELS

- COPPER WIRE
- CHAMPAGNE
- PEWTER

ALTERNATE

WOOD GRAIN FINISH



STOREFRONT SYSTEM

- CLEAR ANODIZED ALUMINUM
- CLEAR GLAZING
- LIGHT GRAY GLAZING



STUCCO / EIFS

PAREX USA

- IVORY
- MOONSTONE
- TUMBLEWEED
- MOUNTAIN
- SWEET GRASS
- CAVERN



GREEN WALL

- GREENSCREEN.COM
MODULAR PANELS



EXPOSED STRUCTURE

- GALVANIZED STEEL



MBCI STANDARD
COLORS FOR
STANDING SEAM
ROOF, SCREENING,
AND METAL TRIM



STANDING SEAM ROOF SYSTEM

- MBCI SUPERLOK WITH 2" VERTICAL RIB

SCREENING

- MBCI 7.2 PANEL
- ARTISAN 12" FLAT PANEL

NEWSTREAM
COMMERCIAL

100% RECYCLED
ALUMINUM
WITH 100% RECYCLED
GLAZING
AND 100% RECYCLED
STEEL
17.824117



TOWN COUNCIL AGENDA ITEM NO. 23

REGULAR ITEM

DATE: August 5, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: 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 of the site plan, and denial of the compatibility buffer exception request by requiring the applicant to install the required 6-foot tubular steel iron fence along the southern property line, and install the required landscaping within a 75-foot compatibility buffer along the entire length of the southern property line by a vote of 3 to 2 at its July 22, 2019, meeting.)*

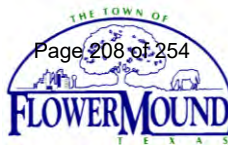
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During Commissioner deliberation, concerns regarding approving the compatibility buffer exception to waive the requirement for a six-foot tubular steel fence and a 25-foot landscape buffer with planting requirements along the entire length of the southern property line were expressed. The property located directly to the south of the school is vacant and currently zoned Interim Holding, which is considered a residential zoning district. However, the property is master planned for Commercial/Industrial uses.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

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



PLANNING AND ZONING COMMISSION

AGENDA ITEM NO: 4

REGULAR ITEM

DATE: July 22, 2019

FROM: Poornima Kashyap, Senior Planner

ITEM: **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.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are exception requests to the Town's regulations regarding compatibility buffer and maximum building height, which necessitate special consideration by the Commission (see Analysis below).

The project has a companion application, Record Plat (RP19-0006), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to obtain site plan approval for the expansion and transformation of an existing Argyle Independent School District (AISD) middle school into a high school. The property is zoned Planned Development District-98 (PD-98) with Single Family District-10 (SF-10) uses and the net site acreage is 106.92 acres. On March 23, 2015, the Planning and Zoning Commission approved a 154,535 square-foot middle school facility for AISD consisting of 37 class rooms, assembly area with 500 seats and 224 parking spaces to accommodate approximately 1,000 students. As a part of the site plan expansion, the applicant is requesting certain exceptions:

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.

For schools, the landscape setback shall consist of a minimum 25-foot landscape buffer, with native shade trees, a minimum three-inch caliper and of species included in section 94-66 of this Code, "approved tree lists", provided at a ratio of one tree per

800 square feet of buffer area. A six-foot tubular steel fence with masonry columns, spaced a minimum 40-foot on center, shall be constructed along school property lines adjacent to vacant residential property. A school constructed adjacent to an existing residential neighborhood shall comply with the requirements of subsection (1) of this section, requiring the construction of a brick wall or masonry wall with stucco or mortar wash finish.

The proposed development shares approximately 2,346 linear feet of southern property boundary with vacant property zoned Interim Holding (IH), which allows the property to be developed under Agricultural (residential) district regulations. The applicant is requesting a waiver to both landscaping and fencing requirements along the entire length of the southern property boundary.

B. Exception to Sec. 98-1031, Maximum Height

The school property is zoned Single Family District-10 (SF-10) and the maximum permitted height within this zoning district is 35 feet measured to highest point of the flat roof surface. The calculation of building height shall exclude chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten feet in height. Three out of the five expansion areas exceed the permitted height. Additional height above that permitted by district regulations may be granted by the Planning and Zoning Commission at the time of site plan approval.

Fine Arts building: 56'6"
Classroom wing addition: 39'11"
Gymnasium/area addition: 44'6"

This site plan request proposes to add approximately 201,967 square feet (166,967 footprint) to the existing middle school. The expansion will consist of four additions to the existing building and a new athletic fieldhouse located to the south of the main building. The square footage information for each of the building addition is listed below.

PROPOSED HIGH SCHOOL ADDITIONS	
BUILDING "A" - FINE ARTS ADDITION	
PEAK HEIGHT	56'-6"
MEAN HEIGHT	50'-0"
TOTAL SQUARE FOOTAGE	55,066 SQUARE FEET
BUILDING "B" - ADMINISTRATION ADDITION	
PEAK HEIGHT	21'-10"
MEAN HEIGHT	17'-0"
TOTAL SQUARE FOOTAGE	10,348 SQUARE FEET
BUILDING "C" - CLASSROOM WING ADDITION	
PEAK HEIGHT	39'-11"
MEAN HEIGHT	26'-11"
TOTAL SQUARE FOOTAGE (FOOTPRINT)	38,388 SQUARE FEET
TOTAL SQUARE FOOTAGE	73,388 SQUARE FEET
BUILDING "D" - GYMNASIUM/ARENA ADDITION	
PEAK HEIGHT	44'-6"
MEAN HEIGHT	40'-0"
TOTAL SQUARE FOOTAGE	30,520 SQUARE FEET
BUILDING "E" - FIELD HOUSE (SEPARATE BUILDING)	
PEAK HEIGHT	26'-11"
MEAN HEIGHT	14'-0"
TOTAL SQUARE FOOTAGE	32,645 SQUARE FEET

In addition to the building expansion, the site plan also depicts addition of eight lighted tennis courts, lighted track and field, three football/soccer practice fields and one football field, one baseball field with backstop, one softball field with backstop, and the field event area outside of the proposed track and field.

The site plan depicts multiple ingress-egress points from Denton Creek Boulevard and Canyon Falls drive. The bus lane runs between Denton Creek Boulevard and Canyon Falls Drive in an east-west direction. There are four vehicular ingress-egress points from Canyon Falls Drive. To facilitate pedestrian access, sidewalks have been shown around the entire perimeter of the site that has frontage along streets. Parking for the high school is calculated at one space per classroom and one space per three students accommodated. Parking required to serve this high school is 776 spaces and the site plan depicts 780 spaces, which is within the allowable 20 percent deviation.

PARKING CALCULATIONS - PROPOSED - PHASE 2		
PARKING REQUIRED = 1 SPACE PER CLASSROOM / INSTRUCTION AREA + 1 SPACE PER 3 STUDENTS ACCOMMODATED (HIGH SCHOOL, COLLEGE OR UNIVERSITY)		
TOTAL NUMBER OF CLASSROOMS	=	193 CLASSROOMS
TOTAL NUMBER OF STUDENTS	=	1,750 STUDENTS
TOTAL PARKING REQUIRED		776 SPACES
TOTAL PARKING PROVIDED		780 SPACES

The landscape plan depicts existing and proposed landscape buffer, streetyard buffer and parking lot trees. The proposed elevations for the building additions incorporate building materials and design that are consistent with Phase 1 building. The landscape plan and building elevations comply with applicable town standards and PD-98 standards

III. ATTACHMENTS

A. Background Information

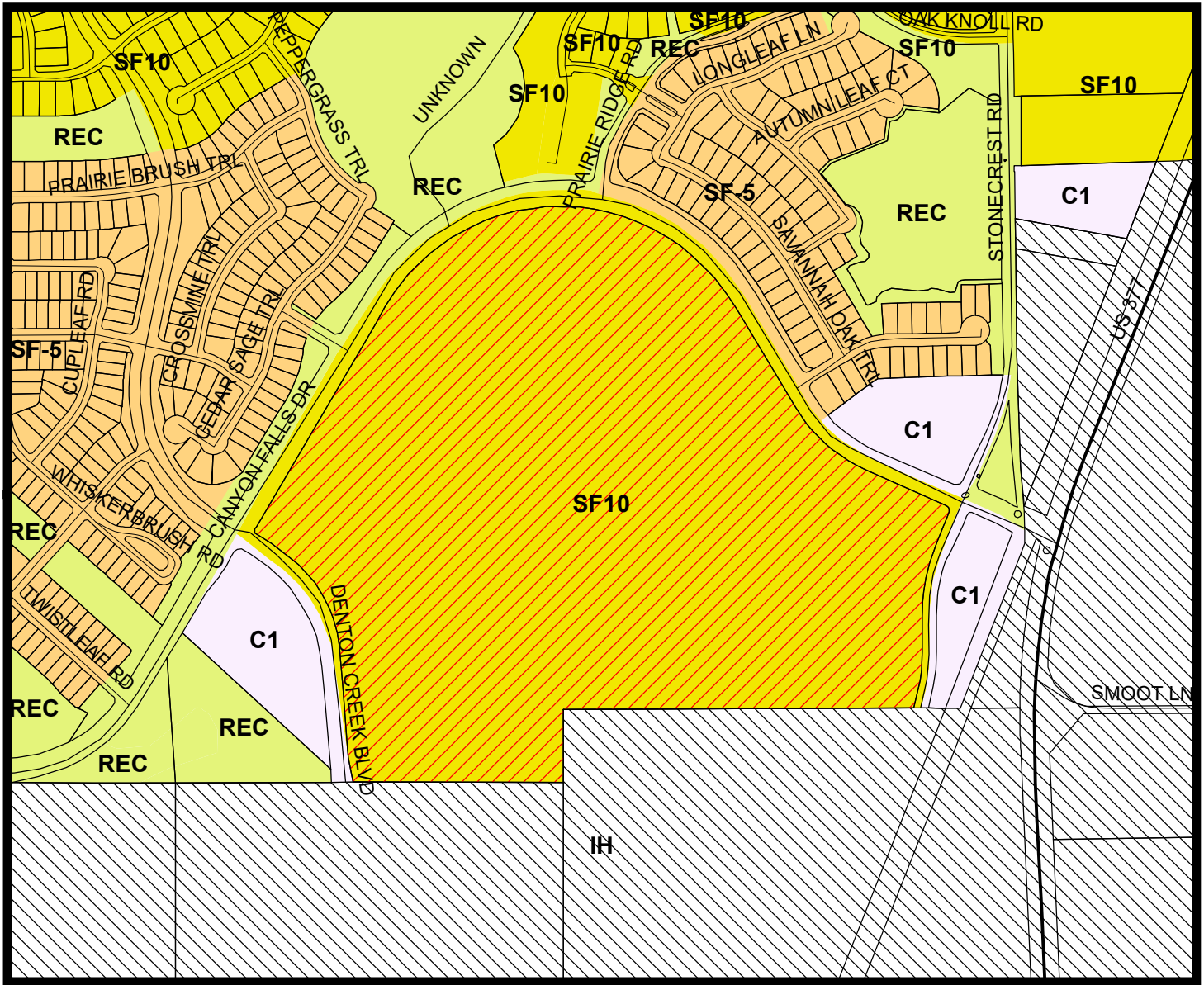
1. Vicinity Map
2. Letter of Intent

B. Application Details

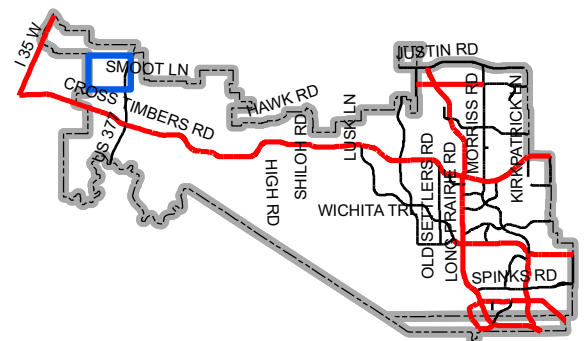
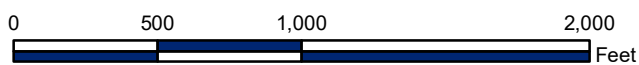
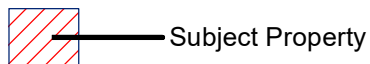
1. Site Plan Package

Vicinity Map

Reference Project: SP19-0004



LEGEND



Map Location



July 3, 2019

Development Services
Town of Flower Mound, Texas
1001 Cross Timbers Road, Suite 2330
Flower Mound, Texas 75028

Re: Amended Site Plan for Canyon Falls Middle School (Argyle High School Phase 2)
Amended Plat for Canyon Falls Middle School (Lot 1R, Block 1)
Argyle High School Phase 2

Dear Staff,

On behalf of our client, Argyle Independent School District, please accept this Letter of Intent as an explanation of the proposed current changes to the Canyon Falls Middle School Site Plan as of June 24th, 2019

The site plan revisions include:

- 1.) 4 separate and distinct additions to the main building adding approximately 134,322 SF of footprint to the building (169,322 total square feet).
- 2.) The construction of a new athletic Field House to the south of the main building with an approximate footprint of 32,645 SF.
- 3.) The total building footprint additional square footage proposed is 166,967 SF.
- 4.) Parking lot construction totaling an additional 556 spaces on-site to increase the total parking from 224 spaces to 780. This drastic increase in parking spaces is most notably attributed from the conversion of use of the site from a Middle School to a proposed High School.
- 5.) The construction of public sidewalks as required by the Town of Flower Mound along Denton Creek Boulevard to the west of the site, and Stonecrest Road to the east of the site.
- 6.) New student access drive to Canyon Falls Drive at the intersection of Pedernales Falls Drive.
- 7.) New Bus Loop access drive to Denton Creek Boulevard.
- 8.) 8 New lighted tennis courts.
- 9.) New lighted track and field.
- 10.) 3 New football/soccer practice fields and one football Field.
- 11.) New practice baseball field with backstop.
- 12.) New practice softball field with backstop.
- 13.) New field event areas outside of proposed track and field.

The amended plat revisions include:

- 1.) The abandonment of a portion of the 15' wide water easement which would have been located under a portion of the building addition.

- 2.) The creation of a 15' wide water line easement which will run under, a new fire lane further south of the building, which will connect back to the existing easement in three different places.
- 3.) Two new R.O.W. Dedications. One on Canyon Falls Drive for a currently proposed decel/right Turn Lane into the site, and one for a future decel/right Turn Lane into the site for a bus loop proposed from Denton Creek Blvd.
- 4.) The addition of a 15' Raw Water Line Easement along Denton Creek Blvd, located inside the existing 25' Pedestrian Easement.
- 5.) The addition of a 15' Raw Water Line Easement along Stonecrest Road, located inside the existing 25' Pedestrian Easement.

The existing gross acreage of the site is 107.015 acres, after two R.O.W. dedications for turn lanes the net site acreage is 106.922 Acres. The site is currently zoned SF-10. The existing use of the site is a middle school for Argyle ISD, and the proposed use is a High School for Argyle ISD. The existing building footprint covers 118,858 SF, and the additions proposed will cover an additional 166,967 SF for a total building coverage of 285,825 SF. The site will be solely owned and operated by Argyle ISD. This is the planned second phase of three phases. We have requested a variance to Section 82-302 of the Town Development code requiring a compatibility buffer between schools and other zonings. This request would apply to the south property line and we have written a variance request letter separately.

We would also request an exception to the maximum building height which is permitted within the SF-10 zoning district, as portions of the building(s) proposed will exceed the allowable 35'.

Please contact me with any additional questions that you have at 972-717-5151.

Sincerely,



T. John Casey, P.E., C.F.M.
Project Manager
Glenn Engineering Corporation

CC: Dr. Telena Wright, AISD
Mr. Keith Cummins, Corgan
Ms. Maria Barragan, Corgan



March 8, 2019

ATTN:

Mr. Chuck Russell
Town Planner
Town of Flower Mound
Planning Department
1001 Cross Timbers Road
Flower Mound, Texas 75028

**Re: Compatibility Buffer -Variance/Waiver
Canyon Falls Middle School Addition – Lot 1R Block 1 – Amended Plat
Argyle High School – Phase 2**

Dear Mr. Russell,

On behalf of the Argyle Independent School District, we would like to request a variance or waiver to section 82-302 This section requires that:

Sec. 82-302. - Compatibility buffer.

A landscaped buffer shall be located on the site of the nonresidential or multifamily use along all property lines adjacent to the existing or proposed residential uses, subject to the following standards:

(5) For schools, the landscape setback shall consist of a minimum 25-foot landscape buffer, with native shade trees, a minimum three-inch caliper and of species included in [section 94-66](#) of this Code, "approved tree lists", provided at a ratio of one tree per 800 square feet of buffer area. A six-foot tubular steel fence with masonry columns, spaced a minimum 40-foot on center, shall be constructed along school property lines adjacent to vacant residential property. A school constructed adjacent to an existing residential neighborhood shall comply with the requirements of subsection (1) of this section, requiring the construction of a brick wall or masonry wall with stucco or mortar wash finish.

In the case of the Canyon Falls Middle School Addition – Lot 1R Block 1 – Amended Plat, the tracts of land located directly south of the subject lot are both currently vacant, and undeveloped. The tracts in question are both owned by La Estancia Investment LP, the west tract being 54.56 Acres, recorded in Vol. 2006, Page

137045, and the east tract being 75.454 Acres, also being recorded in Vol 2006, Page 137045. It is our understanding from your zoning map that both of these tracts are currently zoned IH, Interim Holding District. In the case of Argyle ISD's lot, the southern boundary (with an interim north-south jog), is offset on the school's lot by a 50' Utility Easement which contains both a public Sanitary Sewer main and a Public Water Line.

Of most importance to note in this request is that the currently submitted plans are encompassing only phase 2 of a likely 3 phase project. Phase 1 of the project was completed, and the building occupied by Argyle ISD as a middle school for the 2016 school year. While Argyle ISD and it's consultants are planning improvements near the south property line for grading and drainage in association with the currently planned Track and Field, and Athletic Fields, no other permanent infrastructure improvements such as drives, parking, sidewalks or buildings are being proposed within 100 feet of the south property line, on the District's property. We would note that the construction of Phase 3 of the project is of course subject to the passage of future bond funding by the Argyle ISD Taxpayers.

Please see the attached site plan, with the waiver requested in bold at the bottom of the sheet, and the boundary area where the waiver is being requested highlighted.

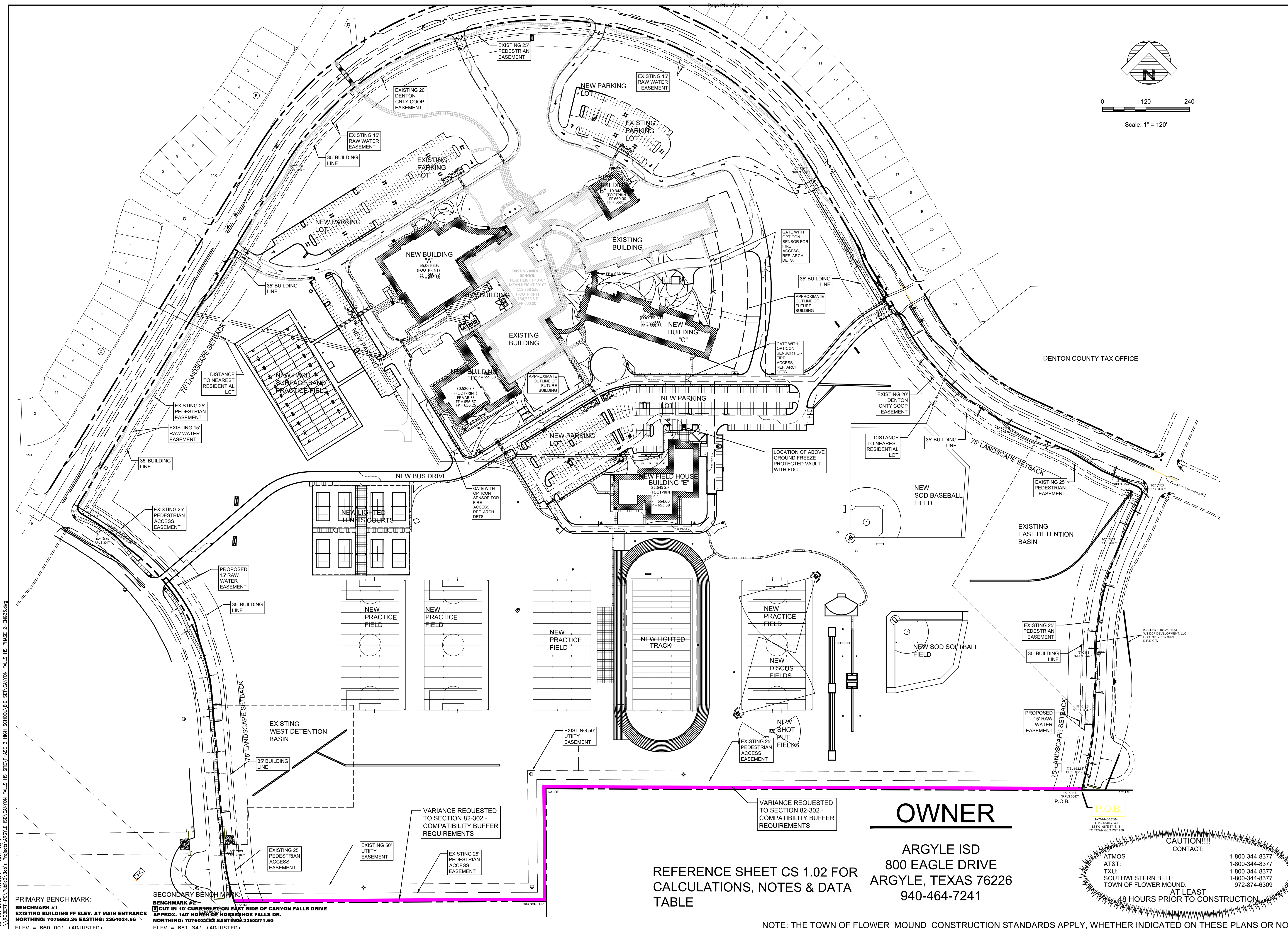
I trust you will find this information satisfactory, please do not hesitate to contact me should you have any questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. John Casey', with a stylized, overlapping flourish at the end.

T. John Casey, P.E., C.F.M.
Project Manager
Glenn Engineering Corporation

CC: Dr. Telena Wright, AISD
Mr. Keith Cummins, Corgan



Jul 03, 2019 - 1:08pm User: John
\\ROBERT-PC\Public\Bos\Projects\ARGYLE ISD\CANYON FALLS HS SITE\PHASE 2 HIGH SCHOOL\BID SET\CANYON FALLS HS PHASE 2-ENG23.dwg

PRIMARY BENCH MARK:
BENCHMARK #1
EXISTING BUILDING FF ELEV. AT MAIN ENTRANCE
NORTHING: 7075992.26 EASTING: 2364024.56
ELEV. = 660.00' (ADJUSTED)

SECONDARY BENCH MARK:
BENCHMARK #2
CUT IN 10' CURB INLET ON EAST SIDE OF CANYON FALLS DRIVE
APPROX. 140' NORTH OF HORSESHOE FALLS DR.
NORTHING: 7076032.82 EASTING: 2363271.60
ELEV. = 651.34' (ADJUSTED)

VARIANCE REQUESTED
TO SECTION 82-302 -
COMPATIBILITY BUFFER
REQUIREMENTS

VARIANCE REQUESTED
TO SECTION 82-302 -
COMPATIBILITY BUFFER
REQUIREMENTS

REFERENCE SHEET CS 1.02 FOR
CALCULATIONS, NOTES & DATA
TABLE

OWNER

ARGYLE ISD
800 EAGLE DRIVE
ARGYLE, TEXAS 76226
940-464-7241

CAUTION!!!!
CONTACT:
ATMOS
AT&T:
TXU:
SOUTHWESTERN BELL:
TOWN OF FLOWER MOUND:
AT LEAST
48 HOURS PRIOR TO CONSTRUCTION.

CORGAN
401 N. Houston St.
Dallas, TX 75202
T: 214.748.2000
F: 214.653.8281

ISSUES	
1	3/08/2019 ISSUE FOR TOWN REVIEW
2	3/29/2019 ISSUE FOR BIDDING & CONST.

REVISIONS	
1	4/11/2019 ADDENDUM No. 1
2	4/19/2019 TOWN REVS/ ADD. No. 2
3	5/08/2019 TOWN REVS
4	5/28/2019 GEOTECH REVS/ TOWN REVS
5	7/03/2019 ADDENDUM NO. 4/ TOWN REVS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS J. CASEY IV, P.E. 86213, ON JULY 3, 2019

GLENN ENGINEERING
T.B.P.E. FIRM REGISTRATION NO. F - 303
PHONE 972-717-5151 FAX 972-717-2176
4500 FULLER DRIVE - SUITE 220 IRVING, TEXAS 75038

ARGYLE PHASE 2 HIGH SCHOOL

6601 CANYON FALLS DR. FLOWER MOUND, TX

OVERALL SITE PLAN

JOB 18177
DATE 3/29/2019
SHEET

CS 101

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

CURVE TABLE					
C=	R=	L=	D=	CB=	CL=
C1	R=19.50'	L=30.63'	D=90°00'42"	CB=S13°38'32"E	CL=27.58
C2	R=19.50'	L=30.63'	D=90°00'42"	CB=N20°52'06"W	CL=27.58

LINE TABLE		
LINE	LENGTH	BEARING
L1	38.33	S42°44'10"E
L2	62.06	S56°07'37"E
L3	49.84	S58°38'32"E
L4	167.01	N65°52'06"W
L5	100.72	N59°01'32"W
L6	109.63	N65°52'06"W

SITE DATA TABLE

PHYSICAL ADDRESS: 6601 CANYON FALLS DRIVE
GROSS SITE AREA SF: 107.015 AC;
NET SITE AREA SF: (LESS 2 AREAS OF ROW DEDICATION) 106.922 AC;

ZONING: SF-10 (PD 98)
CURRENT USE: INSTITUTIONAL - MIDDLE SCHOOL
PROPOSED USE: INSTITUTIONAL - HIGH SCHOOL

LOT COVERAGE DATA

BUILDING COVERAGE [EXISTING]: 118,858 SF 2.55%
BUILDING COVERAGE [PROPOSED]: 285,533 SF 6.13%
IMPERVIOUS AREA [EXISTING]: 410,646 SF 8.80%
IMPERVIOUS AREA [PROPOSED]: 1,102,882 SF 23.68%
PERVIOUS AREA SF [EXISTING]: 4,254,630 SF 91.20%
PERVIOUS AREA SF [PROPOSED]: 3,554,659 SF 76.32%

PARKING SUMMARY

SURFACE PARKING REQUIRED ENTIRE SITE [EXISTING]: 203 SPACES
PARKING ENTIRE SITE [EXISTING]: 224 SPACES

SURFACE PARKING REQUIRED ENTIRE SITE [PROPOSED]: 776 SPACES
PARKING ENTIRE SITE [PROPOSED]: 780 SPACES

BUILDING DATA

EXISTING MIDDLE SCHOOL - 2 STORY
PEAK HEIGHT 40' - 0"
MEAN HEIGHT 30' -0"
TOTAL SQUARE FOOTAGE 154,536 SQUARE FEET

PROPOSED HIGH SCHOOL ADDITIONS

BUILDING "A" - FINE ARTS ADDITION
PEAK HEIGHT 56'-6"
MEAN HEIGHT 50'- 0"
TOTAL SQUARE FOOTAGE 55,066 SQUARE FEET

BUILDING "B" - ADMINISTRATION ADDITION
PEAK HEIGHT 21' - 10"
MEAN HEIGHT 17' - 0"
TOTAL SQUARE FOOTAGE 10,348 SQUARE FEET

BUILDING "C" - CLASSROOM WING ADDITION
PEAK HEIGHT 39'-11"
MEAN HEIGHT 26'- 11"
TOTAL SQUARE FOOTAGE (FOOTPRINT) 38,388 SQUARE FEET
TOTAL SQUARE FOOTAGE 73,388 SQUARE FEET

BUILDING "D" - GYMNASIUM/ARENA ADDITION
PEAK HEIGHT 44'-6"
MEAN HEIGHT 40'- 0"
TOTAL SQUARE FOOTAGE 30,520 SQUARE FEET

BUILDING "E" - FIELD HOUSE (SEPARATE BUILDING)
PEAK HEIGHT 26'-11"
MEAN HEIGHT 14'- 0"
TOTAL SQUARE FOOTAGE 32,645 SQUARE FEET

TOWN OF FLOWER MOUND SITE PLAN GENERAL NOTES:

1. ALL RETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNAGE REPRESENTED ON THE PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND THAT IT WILL REQUIRE A SEPARATE PERMIT. (IF SIGNAGE IS SHOWN ON PLAN).

GENERAL NOTES

1. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS, THE PLANS INCLUDING ALL NOTES, THE CITY OF LEWISVILLE SPECIFICATIONS AND ANY OTHER APPLICABLE STANDARDS OR SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. FAILURE ON THE PART OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STANDARDS OR OR SPECIFICATIONS PERTAINING TO THIS WORK SHALL IN NO WAY RELIEVE THE CON- TRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.

2. CONTRACTOR SHALL HAVE IN HIS POSSESSION, PRIOR TO CONSTRUCTION, ALL NECESSARY PERMITS, LICENSES, ETC. CONTRACTOR SHALL HAVE AT LEAST ONE SET OF APPROVED ENGINEERING PLANS AND SPECIFICATIONS ON-SITE AT ALL TIMES.

3. ALL WORK SHALL CONFORM TO THE TOWN OF FLOWER MOUND SPECIFICATIONS, STANDARDS AND DETAILS.

4. IF UNFORESEEN PROBLEMS OR CONFLICTS ARE ENCOUNTERED IN THE CONSTRUCTION, FOR WHICH AN IMMEDIATE SOLUTION IS NOT APPARENT, THE ENGINEER AND OWNER SHALL BE NOTIFIED IMMEDIATELY.

5. IT WILL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT ALL EXISTING PUBLIC AND PRIVATE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. CON-UTILITY COMPANIES FOR LINE LOCATIONS, PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL ASSUME FULL LIABILITY TO THOSE COMPANIES FOR ANY DAMAGES CAUSED TO THEIR FACILITIES.

6. CONTRACTORS SHALL BE RESPONSIBLE FOR FIELD LOCATING EXISTING UTILITIES AND IMPROVEMENTS PRIOR TO CONSTRUCTION.

7. TRENCH SAFETY DESIGN WILL BE THE RESPONSIBILITY OF THE UTILITY CONTRACTOR. CONTRACTOR SHALL SUBMIT DESIGN TO THE TOWN OF FLOWER MOUND ENGINEERING DEPARTMENT FOR REVIEW.

8. STRIPING AND SIGNAGE DIMENSIONS ARE FROM FACE OF CURB UNLESS OTHERWISE NOTED.

9. ALL FIRE LANES, PARKING STRIPING, HANDICAP PARKING STRIPING AND SIGNAGE ARE TO BE IN ACCORDANCE WITH TOWN OF FLOWER MOUND REQUIREMENTS, TYP.

10. THE SANITATION CONTAINER SCREENING WALLS WILL BE THE SAME COLOR, MATERIAL, AND TEXTURE AS THE EXTERIOR WALLS OF THE PROPOSED BUILDING, INCLUDING A METAL GATE, PRIMED AND PAINTED, SUBJECT TO REVIEW AND APPROVAL BY THE TOWN PLANNER.

11. THE SANITATION CONTAINER SCREENING WALLS, GATE AND PAD SITE TO BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF FLOWER MOUND DESIGN SPECIFICATIONS, SUBJECT TO REVIEW AND APPROVAL BY THE SANITATION COORDINATOR.

12. THE PROPOSED LIGHTING FOR THE SUBJECT PROPERTY SHALL BE IN CONFORMANCE WITH THE LIGHTING AND GLARE REGULATIONS AS SPECIFIED BY THE TOWN OF FLOWER MOUND CODE OF ORDINANCES.

13. THE SITE SHALL CONFORM TO THE TOWN OF FLOWER MOUND STORM WATER MANAGEMENT ORDINANCE.

14. ANY PAVEMENT DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR TO MEET OR EXCEED EXISTING CONDITIONS.

15. ALL OTHER RADII UNLESS OTHERWISE NOTED ARE 3 FOOT.

16. ANY WORK OUTSIDE OF EASEMENTS & R.O.W. REQUIRES A SEPARATE PERMIT.

17. MUST FOLLOW TOWN OF FLOWER MOUND STANDARDS, WHETHER THEY ARE INDICATED IN THESE PLANS OR NOT.



OVERALL SITE PLAN LEGEND

	= EXISTING BUILDING
	= PROPOSED BUILDING
	= EXISTING CURB
	= PROPOSED CURB
	= PROPOSED SIDEWALK PAVEMENT
	= PROPOSED FIRE DEPT. CONNECTION (FDC)
	= PROPOSED FIRE HYDRANT
	= PROPOSED FIRE LANES
	= PROPOSED DUMPSTER
	= PROPOSED TRANSFORMER

CAUTION!!!!

CONTACT:

ATMOS1-800-344-8377

AT&T:1-800-344-8377

TXU:1-800-344-8377

SOUTHWESTERN BELL:1-800-344-8377

TOWN OF FLOWER MOUND:972-874-6309

AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

PARKING CALCULATIONS - PROPOSED - PHASE 2

PARKING REQUIRED = 1 SPACE PER CLASSROOM/INSTRUCTION AREA + 1 SPACE PER 3 STUDENTS ACCOMMODATED (HIGH SCHOOL, COLLEGE OR UNIVERSITY)

TOTAL NUMBER OF CLASSROOMS = 193 CLASSROOMS
TOTAL NUMBER OF STUDENTS = 1,750 STUDENTS
TOTAL PARKING REQUIRED 776 SPACES
TOTAL PARKING PROVIDED 780 SPACES

SECONDARY BENCH MARK:

BENCHMARK #2
CUT IN 10' CURB INLET ON EAST SIDE OF CANYON FALLS DRIVE
APPROX. 140' NORTH OF HORSESHOE FALLS DR.
NORTHING: 7076032.82 EASTING: 2363271.60
ELEV.= 651.34' (ADJUSTED)

PRIMARY BENCH MARK:

BENCHMARK #1
EXISTING BUILDING FF ELEV. AT MAIN ENTRANCE
NORTHING: 7075992.26 EASTING: 2364024.56
ELEV.= 660.00' (ADJUSTED)



CORGAN
401 N. Houston St.
Dallas, TX 75202
T: 214.748.2000
F: 214.653.8281

ISSUES

1	3/08/2019	ISSUE FOR TOWN REVIEW
2	3/29/2019	ISSUE FOR BIDDING & CONST.

REVISIONS

1	4/11/2019	ADDENDUM No. 1
2	4/19/2019	TOWN REVS/ ADD. No. 2
3	5/08/2019	TOWN REVS
4	5/28/2019	GEOTECH REVS/ TOWN REVS
5	7/03/2019	ADDENDUM NO. 4/ TOWN REVS



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THOMAS J. CASEY IV, P.E. 86213, ON JULY 3, 2019



GLENN ENGINEERING

T.B.P.E. FIRM REGISTRATION NO. F - 303

PHONE 972-717-5151 FAX 972-717-2176
4500 FULLER DRIVE - SUITE 220 IRVING, TEXAS 75038

ARGYLE PHASE 2 HIGH SCHOOL

6601 CANYON FALLS DR. FLOWER MOUND, TX

SITE PLAN - NOTES & CALCS

JOB 18177
DATE 3/29/2019
SHEET

CS 102

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

CORGAN

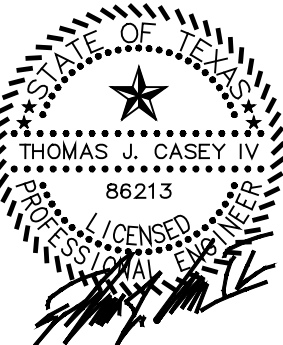
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5	6/24/2019	ADDENDUM 4/ TOWN REVS



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GLENN
ENGINEERING

T.B.P.E. FIRM REGISTRATION NO. F - 303
PHONE 972-717-5151 FAX 972-717-2176
105 DECKER COURT - SUITE 910 IRVING, TEXAS 75062

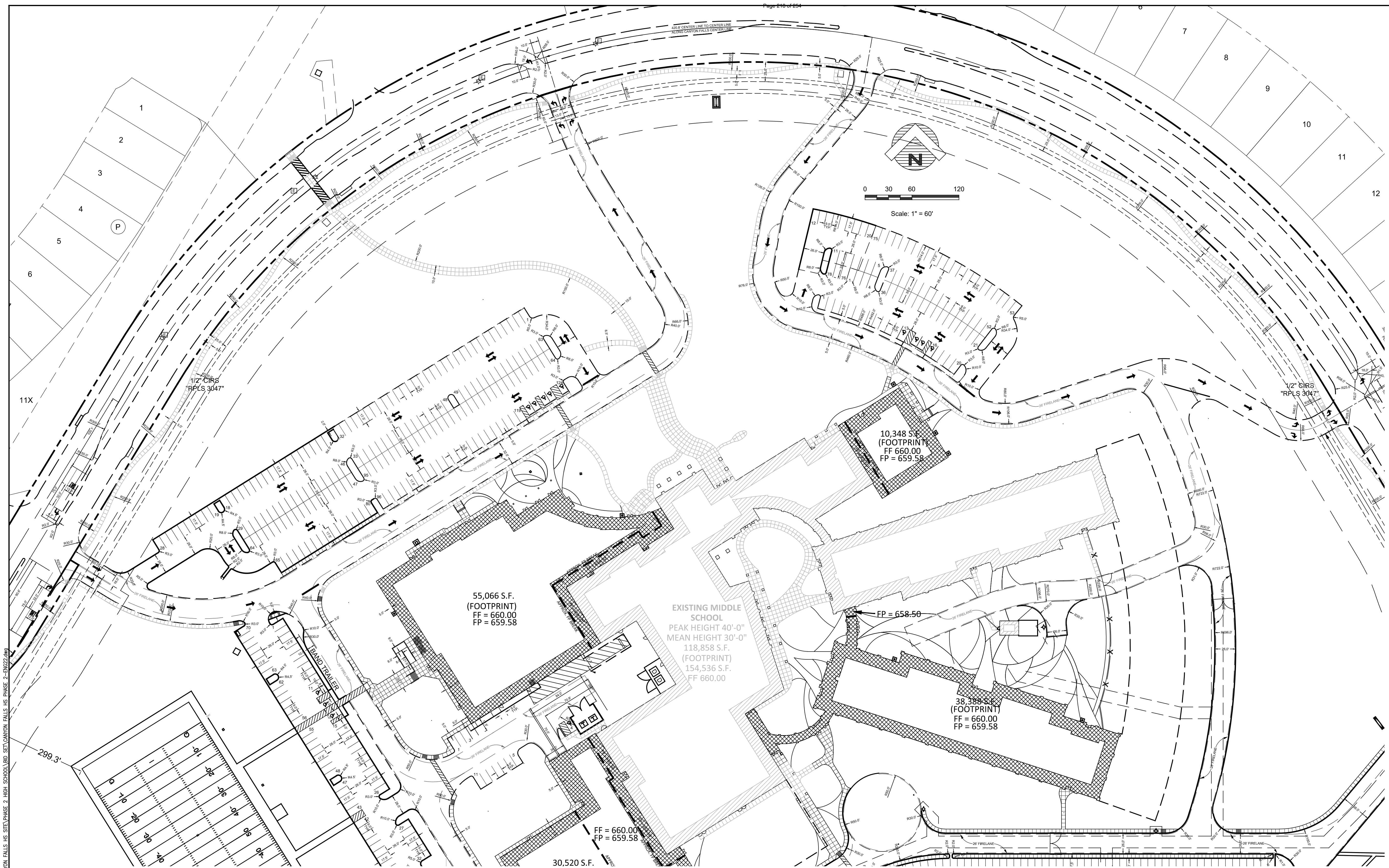
ARGYLE PHASE 2 HIGH SCHOOL

6601 CANYON FALLS DR. FLOWER MOUND, TX

NORTH
SITE PLAN

JOB 18177
DATE 3/29/2019
SHEET

CS 103

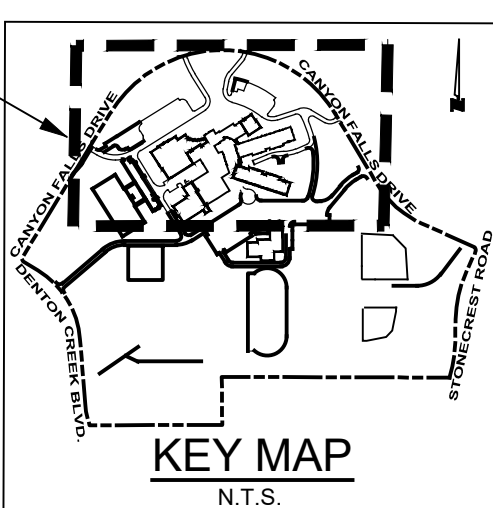


Jun 24, 2019 - 12:46pm User: john
\\ROBERT-PC\Public\2018\Projects\ARGYLE ISD\CANYON FALLS HS SITE\PHASE 2 HIGH SCHOOL\BID SET\CANYON FALLS HS PHASE 2-ENG22.dwg

PRIMARY BENCH MARK:
BENCHMARK #1
EXISTING BUILDING FF ELEV. AT MAIN ENTRANCE
NORTHING: 7075992.26 EASTING: 2364024.56
ELEV. = 660.00' (ADJUSTED)

SECONDARY BENCH MARK:
BENCHMARK #2
CUT IN 10' CURB INLET ON EAST SIDE OF CANYON FALLS DRIVE
APPROX. 140' NORTH OF HORSESHOE FALLS DR.
NORTHING: 7076032.82 EASTING: 2363271.60
ELEV. = 651.34' (ADJUSTED)

THIS
SHEET



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

CAUTION!!!!
CONTACT:
ATMOS 1-800-344-8377
AT&T: 1-800-344-8377
TXU: 1-800-344-8377
SOUTHWESTERN BELL: 1-800-344-8377
TOWN OF FLOWER MOUND: 972-874-6309
AT LEAST
48 HOURS PRIOR TO CONSTRUCTION.



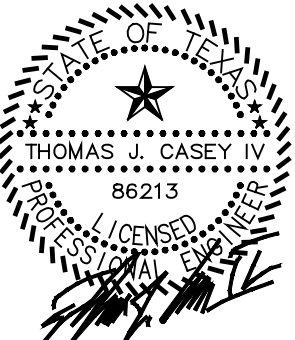
CORGAN
401 N. Houston St.
Dallas, TX 75202
T: 214.748.2000
F: 214.653.8281

ISSUES

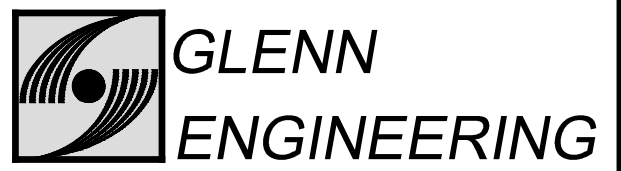
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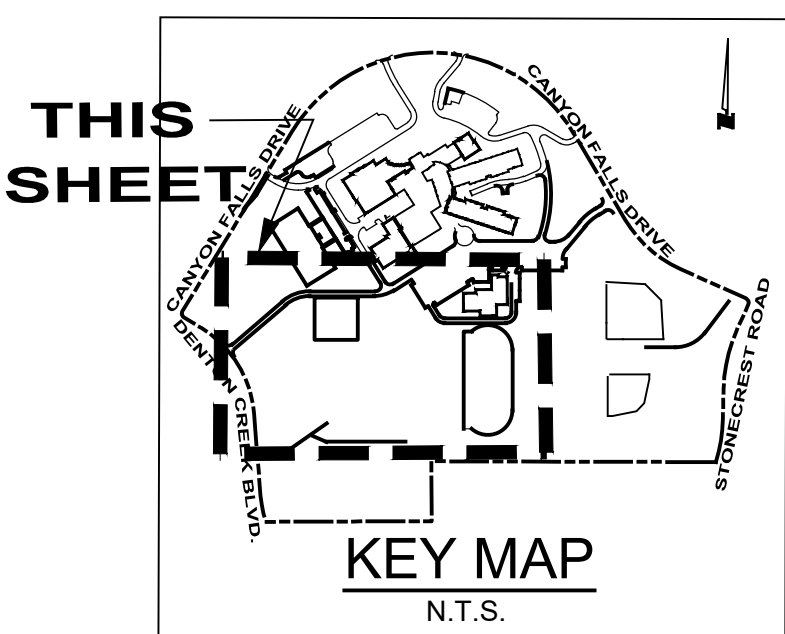
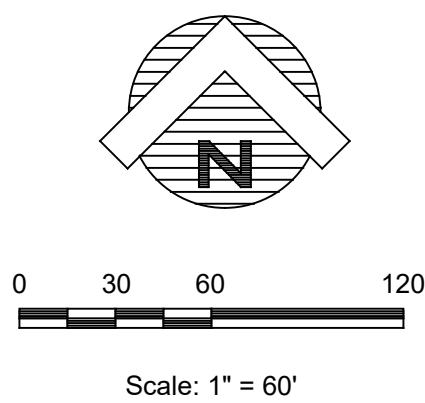
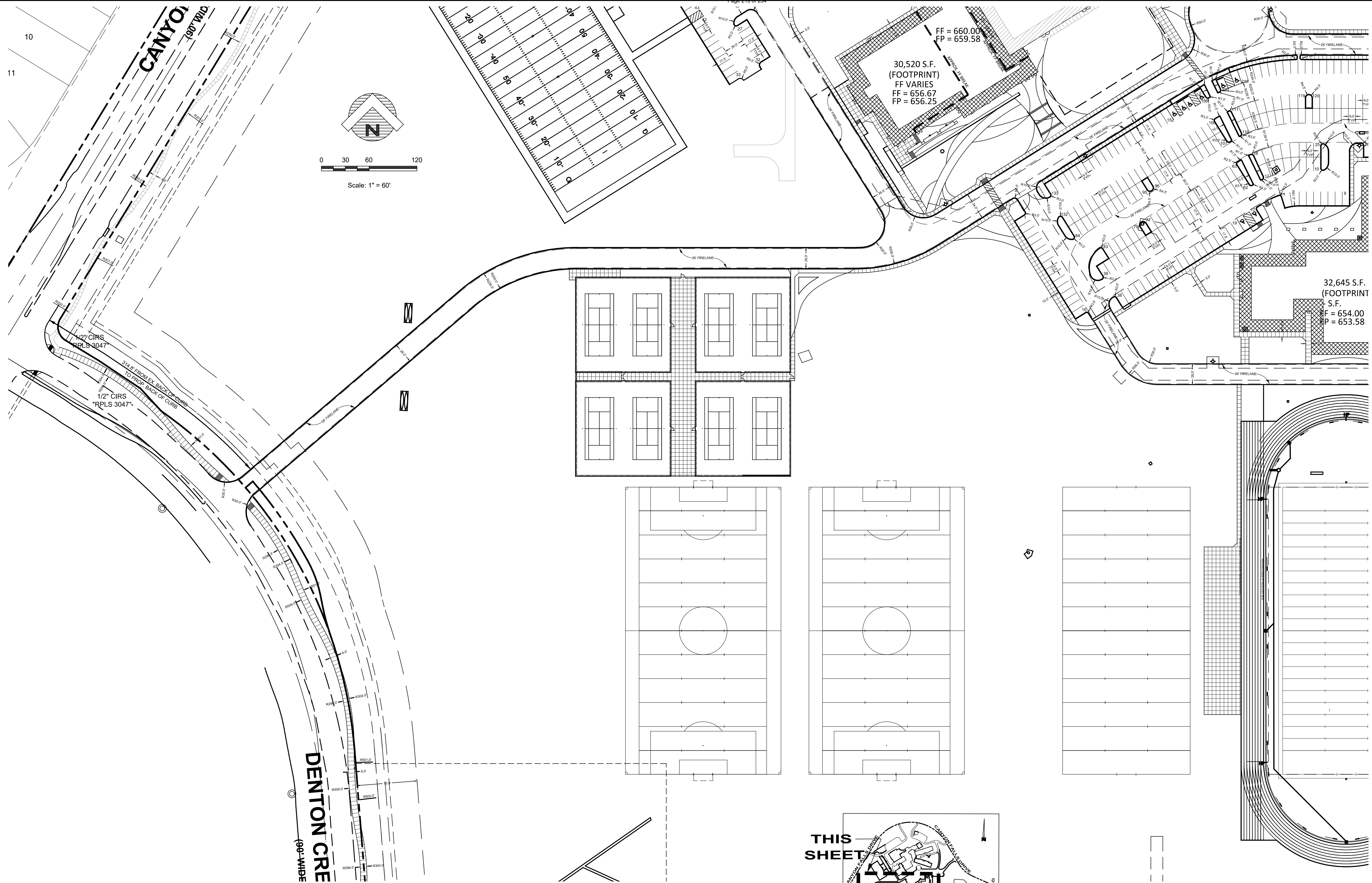
ARGYLE PHASE 2 HIGH SCHOOL

6601 CANYON FALLS DR. FLOWER MOUND, TX

SOUTHWEST SITE PLAN

JOB 18177
DATE 3/29/2019
SHEET

CS 104

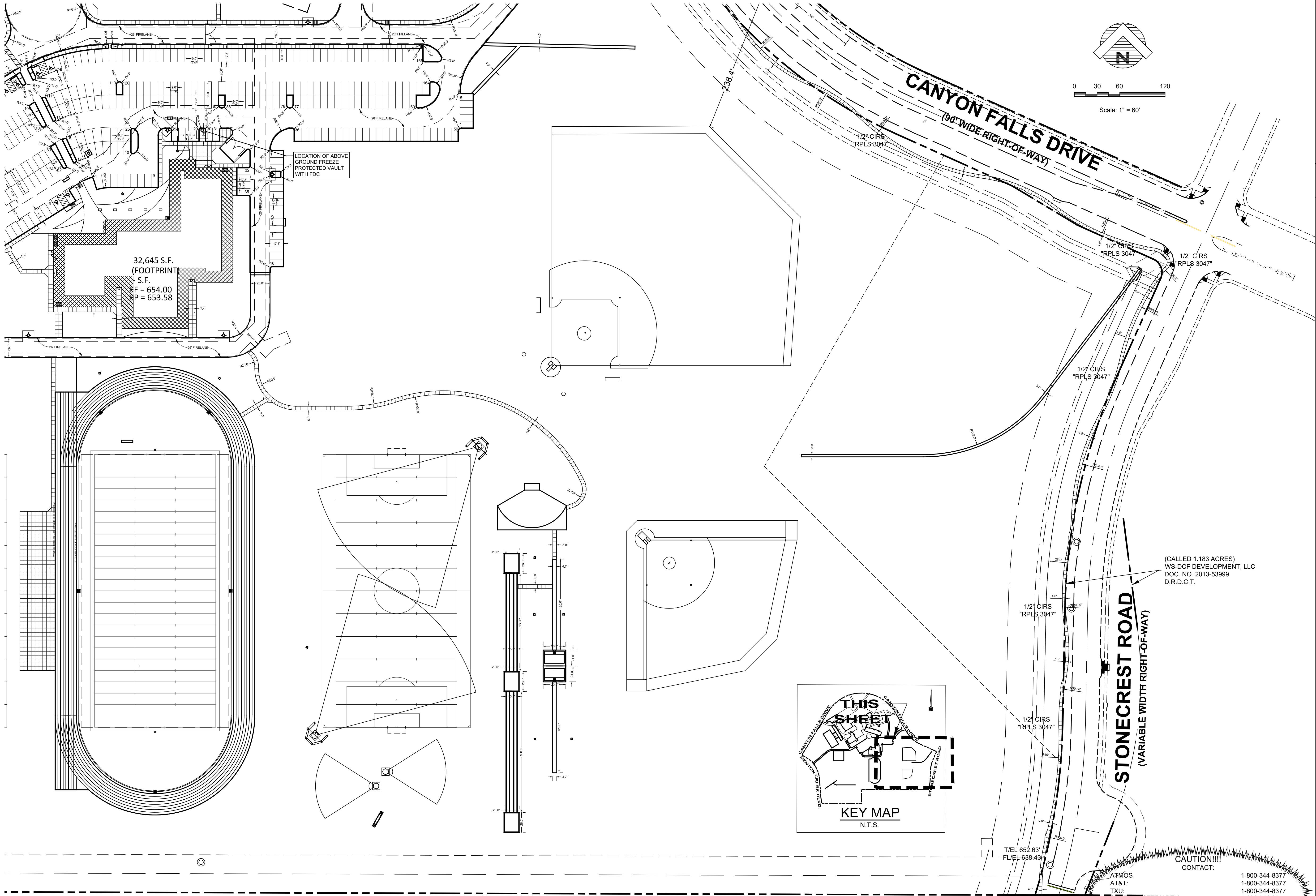


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CONTACT:
ATMOS 1-800-344-8377
AT&T: 1-800-344-8377
TXU: 1-800-344-8377
SOUTHWESTERN BELL: 1-800-344-8377
TOWN OF FLOWER MOUND: 972-874-6309
AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

PRIMARY BENCH MARK:
BENCHMARK #1
EXISTING BUILDING FF ELEV. AT MAIN ENTRANCE
NORTHING: 7075992.26 EASTING: 2364024.56
ELEV. = 660.00' (ADJUSTED)

SECONDARY BENCH MARK:
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ELEV. = 651.34' (ADJUSTED)

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



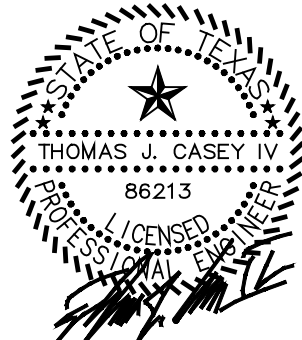
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ENGINEERING

T.B.P.E. FIRM REGISTRATION NO. F - 303
PHONE 972-717-5151 FAX 972-717-2176
105 DECKER COURT - SUITE 910 IRVING, TEXAS 75062

ARGYLE PHASE 2 HIGH SCHOOL

6601 CANYON FALLS DR. FLOWER MOUND, TX

SOUTHEAST SITE PLAN

JOB 18177
DATE 3/29/2019
SHEET

CS 105

PRIMARY BENCH MARK:
BENCHMARK #1
EXISTING BUILDING FF ELEV. AT MAIN ENTRANCE
NORTHING: 7075992.26 EASTING: 2364024.56
ELEV. = 660.00' (ADJUSTED)

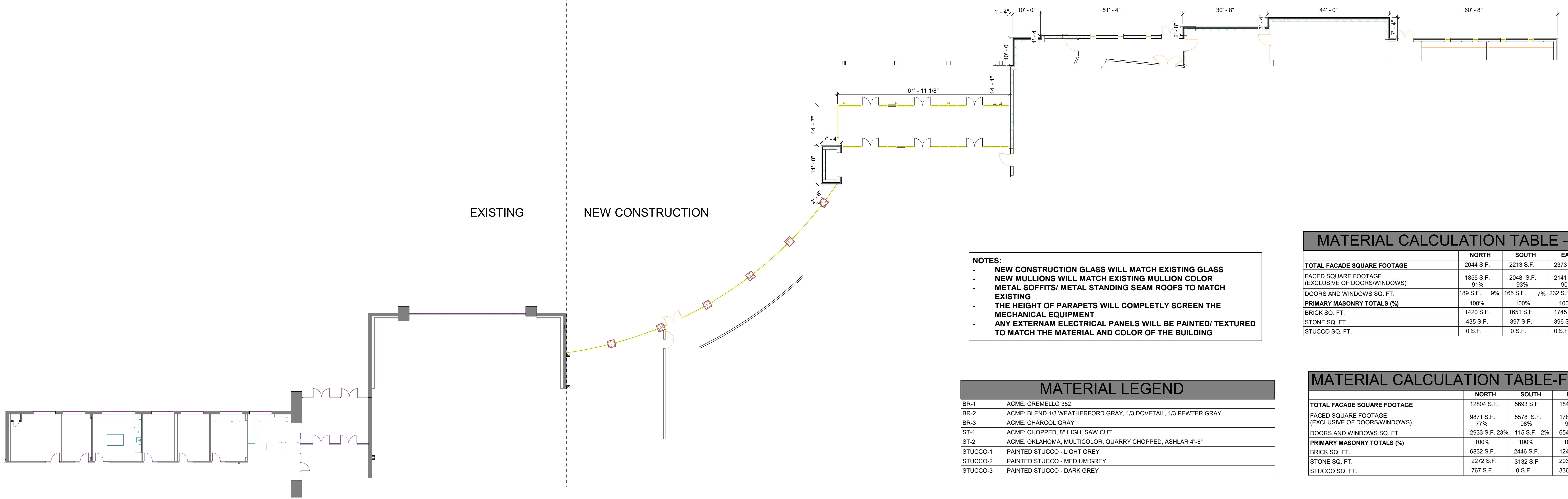
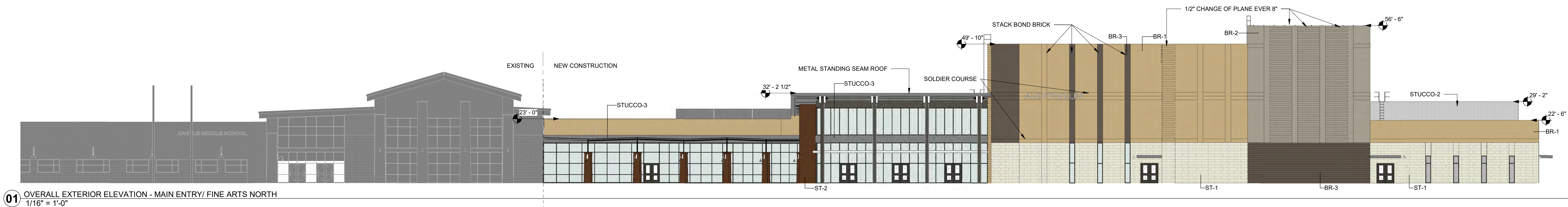
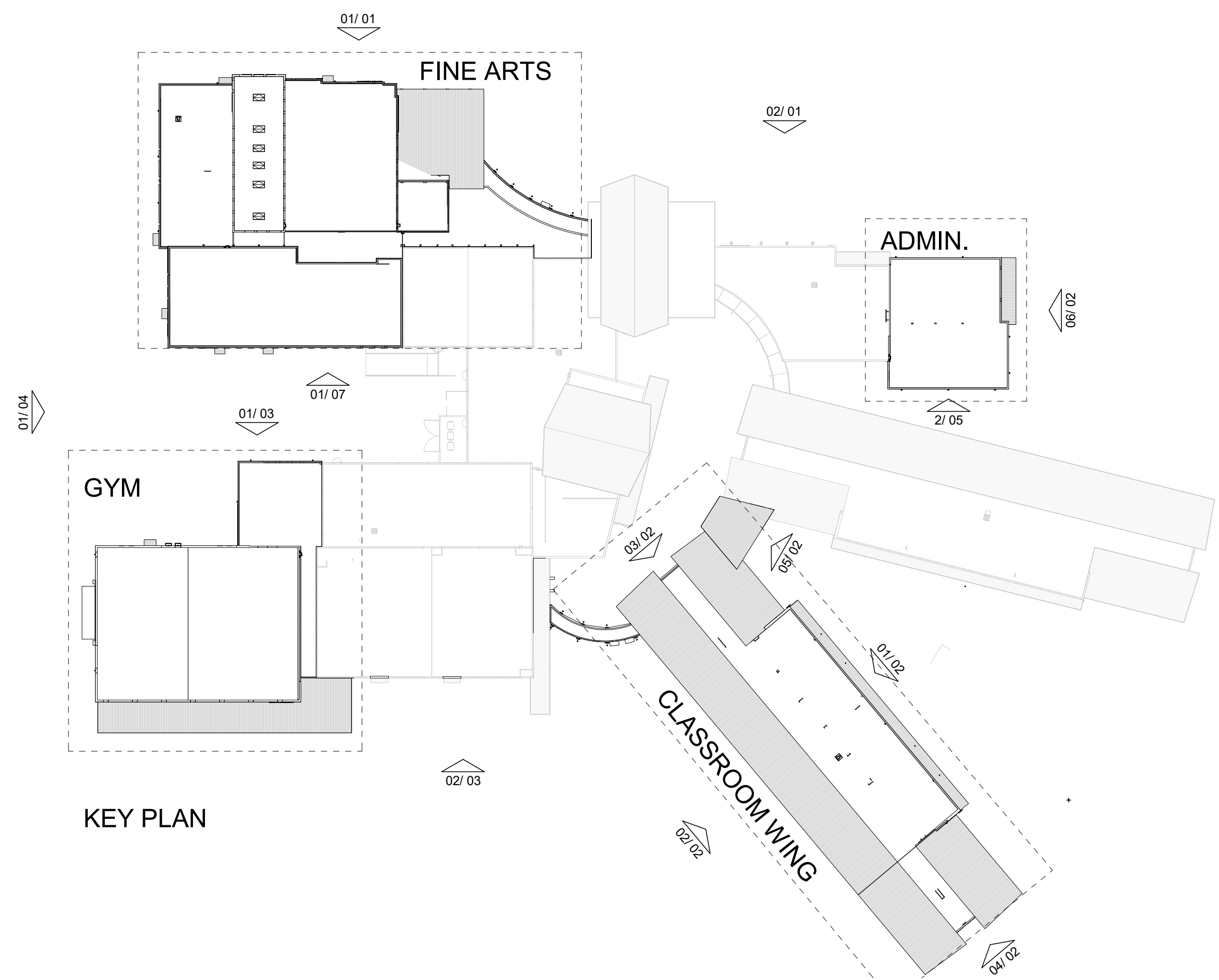
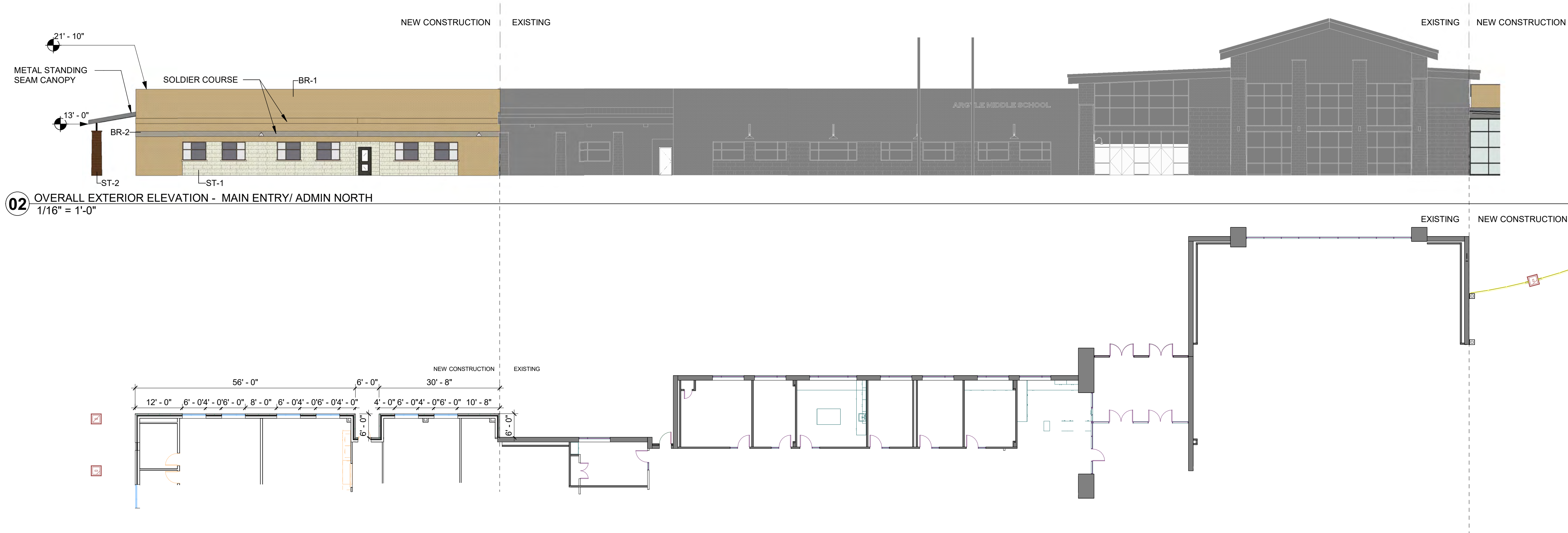
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APPROX. 140' NORTH OF HORSESHOE FALLS DR.
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NOTE: THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.

CAUTION!!!!
CONTACT:

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AT&T:
TXU:
SOUTHWESTERN BELL:
TOWN OF FLOWER MOUND:
48 HOURS PRIOR TO CONSTRUCTION.

1-800-344-8377
1-800-344-8377
1-800-344-8377
1-800-344-8377
972-874-6309



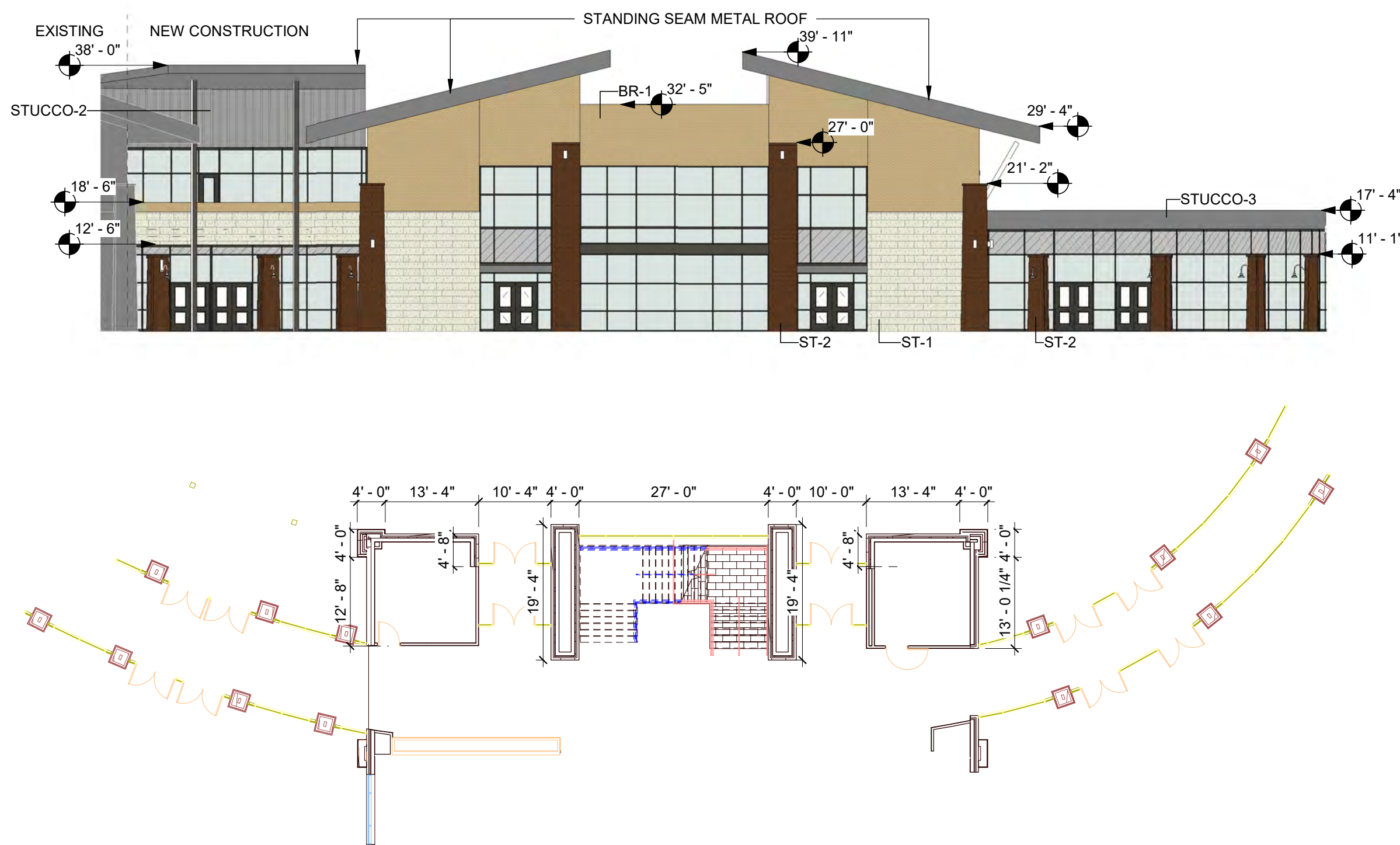
NOTES:

- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
- NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
- METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
- THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
- ANY EXTERNAE ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

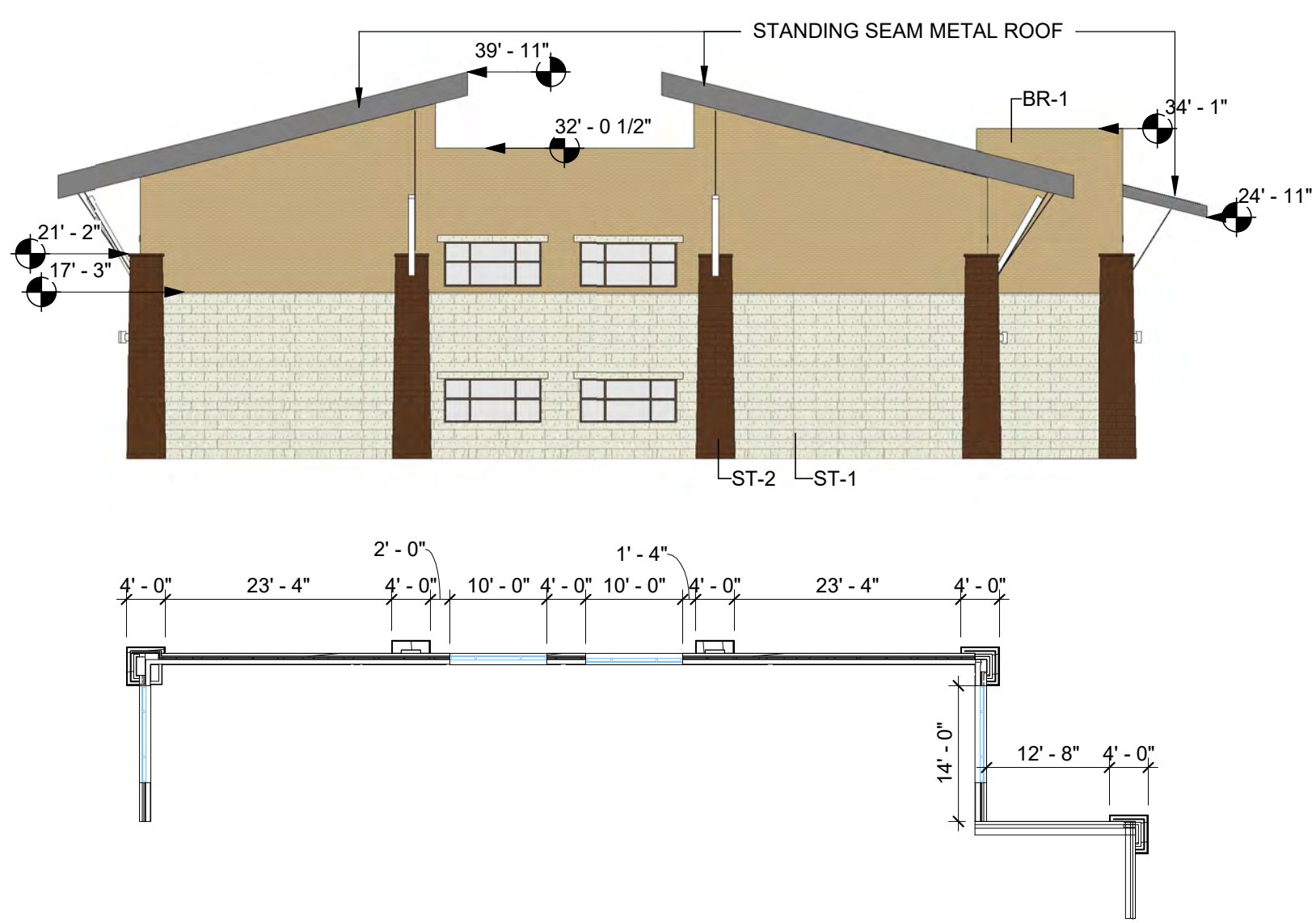
MATERIAL LEGEND	
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY

MATERIAL CALCULATION TABLE - ADMIN				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	2044 S.F.	2213 S.F.	2373 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUDING DOORS/WINDOWS)	1855 S.F. 91%	2048 S.F. 93%	2141 S.F. 90%	N/A
DOORS AND WINDOWS SQ. FT.	189 S.F. 9%	165 S.F. 7%	232 S.F. 10%	N/A
PRIMARY MATERIAL TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	1420 S.F.	1651 S.F.	1745 S.F.	N/A
STONE SQ. FT.	435 S.F.	397 S.F.	396 S.F.	N/A
STUCCO SQ. FT.	0 S.F.	0 S.F.	0 S.F.	N/A

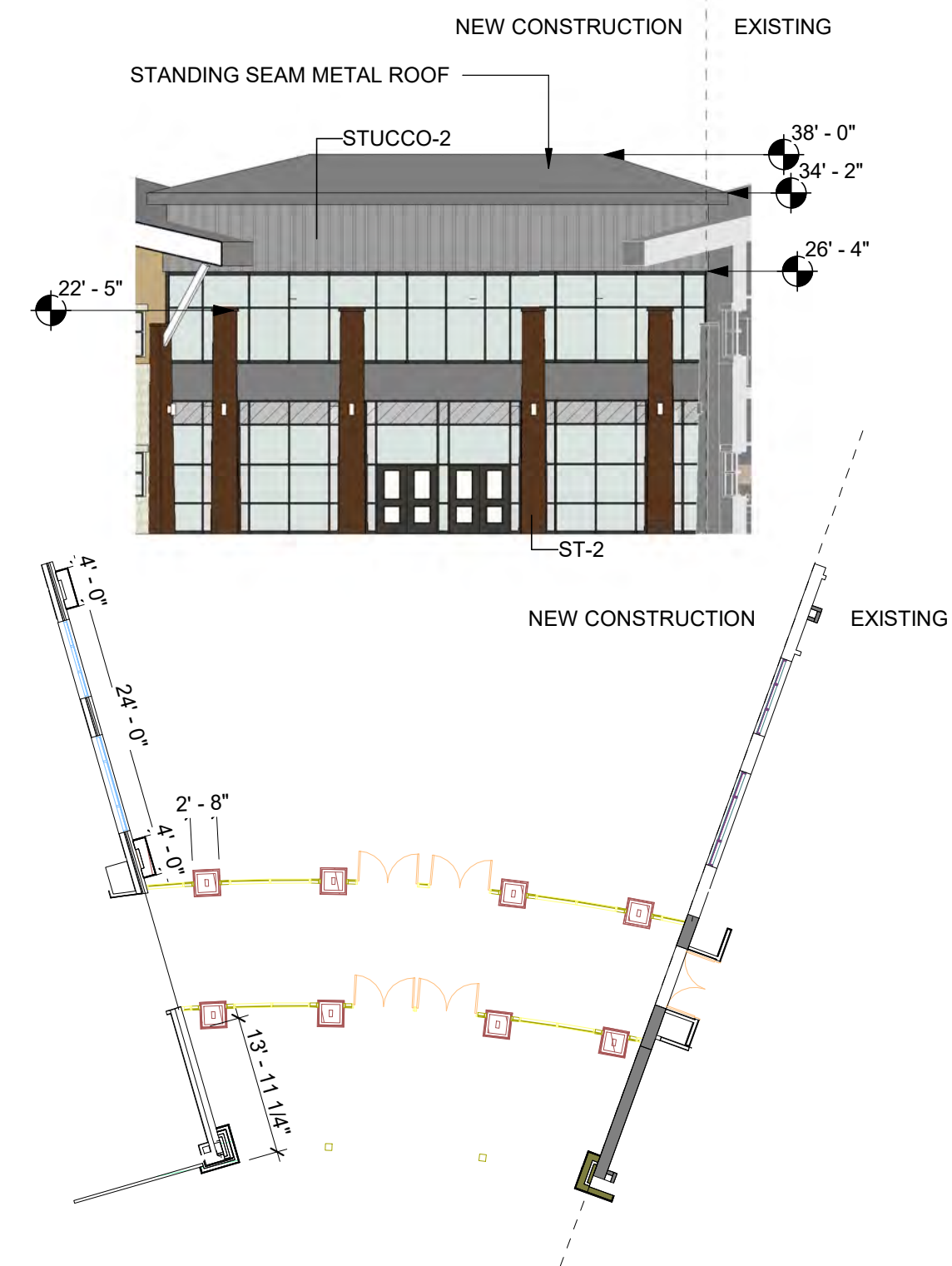
MATERIAL CALCULATION TABLE-FINE ARTS				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	12804 S.F.	5693 S.F.	18494 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	9771 S.F.	5578 S.F.	17840 S.F.	N/A
DOORS AND WINDOWS SQ. FT.	2933 S.F. 23%	1115 S.F. 2%	654 S.F. 3%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	6832 S.F.	2446 S.F.	12441 S.F.	N/A
STONE SQ. FT.	2272 S.F.	3132 S.F.	2035 S.F.	N/A
STUCCO SQ. FT.	767 S.F.	0 S.F.	3364 S.F.	N/A



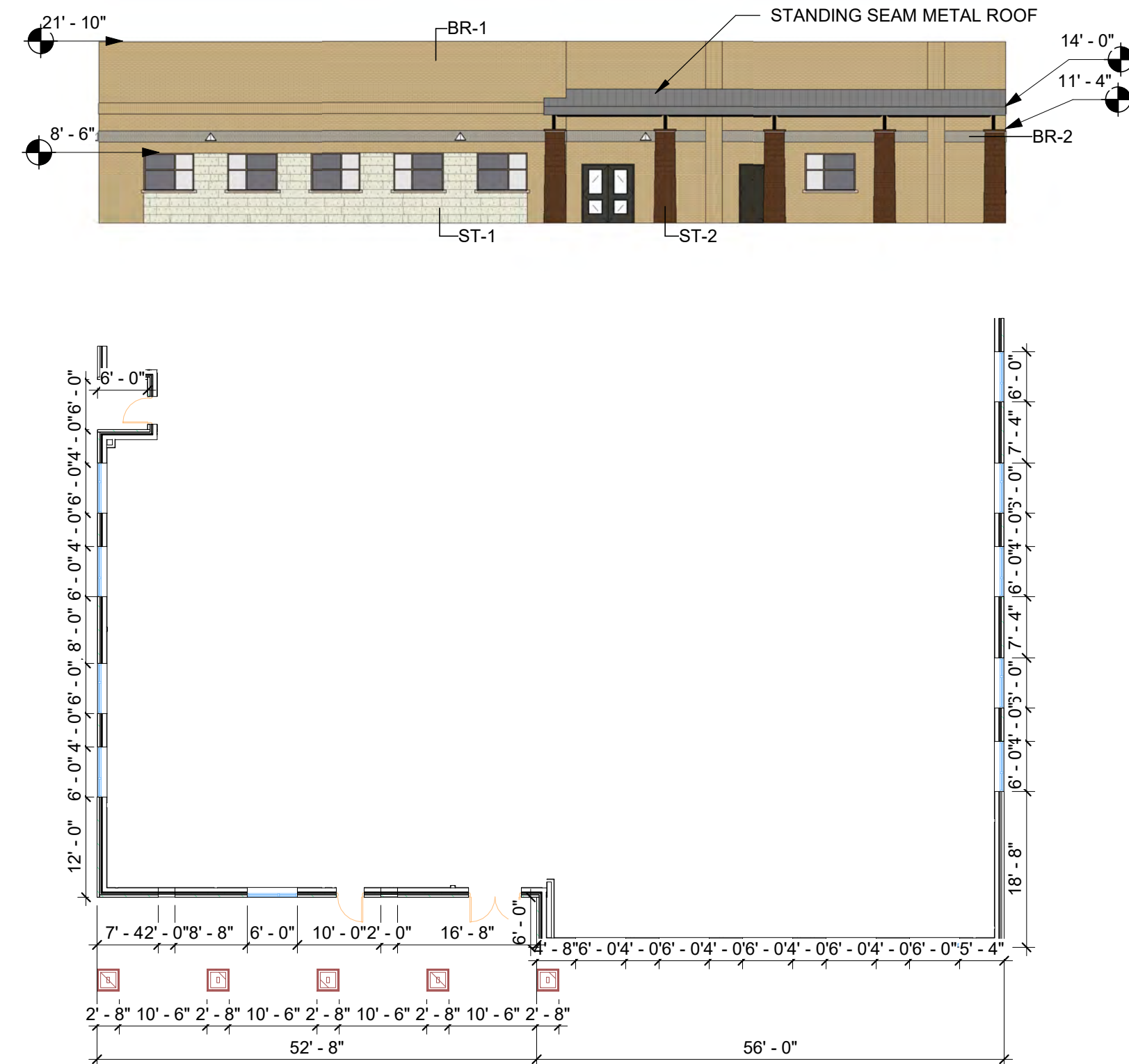
03 OVERALL EXTERIOR ELEVATION - CLASSROOM WING NORTH
1/16" = 1'-0"



04 OVERALL EXTERIOR ELEVATION - CLASSROOM WING SOUTH
1/16" = 1'-0"



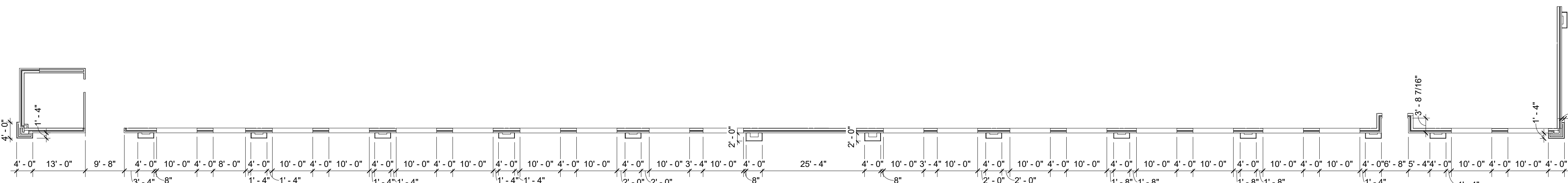
05 OVERALL EXTERIOR ELEVATION - TWO STORY CONNECTOR - SOUTH
1/16" = 1'-0"



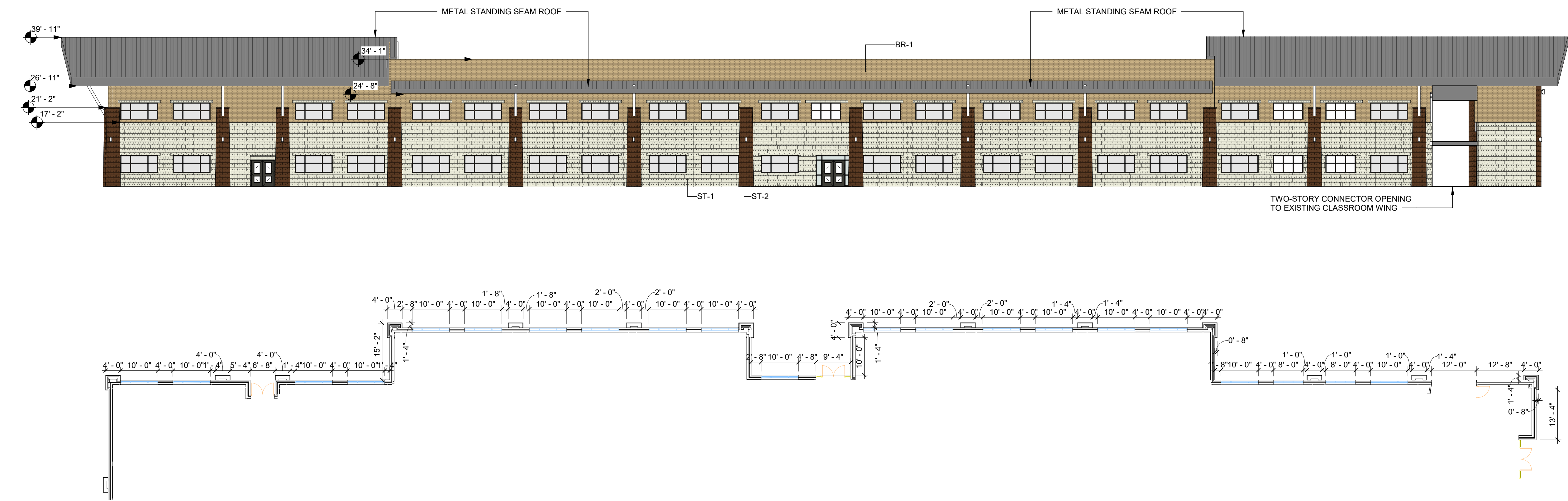
06 OVERALL EXTERIOR ELEVATION - ADMIN EAST
1/16" = 1'-0"



02 OVERALL EXTERIOR ELEVATION - CLASSROOM WING WEST
1/16" = 1'-0"



KEY PLAN



01 OVERALL EXTERIOR ELEVATION - CLASSROOM WING EAST
1/16" = 1'-0"

- NOTES:
- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
 - NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
 - METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
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 - ANY EXTERNAM ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

MATERIAL LEGEND	
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ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
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STUCCO-2	PAINTED STUCCO - MEDIUM GREY
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MATERIAL CALCULATION TABLE - ADMIN				
	NORTH	SOUTH	EAST	WEST
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STONE SQ. FT.	435 S.F.	397 S.F.	396 S.F.	N/A
STUCCO SQ. FT.	0 S.F.	0 S.F.	0 S.F.	N/A

MATERIAL CALCULATION TABLE - CLSRM				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	4844 S.F.	5032 S.F.	11590 S.F.	10345 S.F.
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	2662 S.F. 53%	3805 S.F. 76%	9547 S.F. 82%	8347 S.F. 81%
DOORS AND WINDOWS SQ. FT.	2282 S.F. 47%	1227 S.F. 24%	2043 S.F. 18%	1998 S.F. 19%
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	100%
BRICK SQ. FT.	995 S.F.	1320 S.F.	4023 S.F.	2540 S.F.
STONE SQ. FT.	1230 S.F.	1970 S.F.	5524 S.F.	5807 S.F.
STUCCO SQ. FT.	337 S.F.	515 S.F.	N/A	N/A

02 - EXTERIOR ELEVATIONS

As indicated
04/02/19



CORGAN



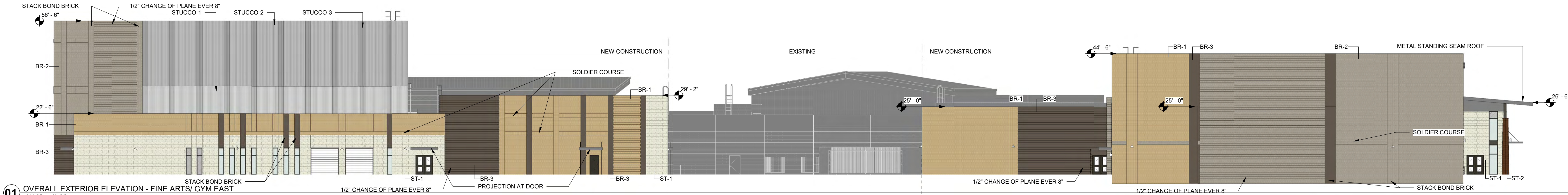
NEW



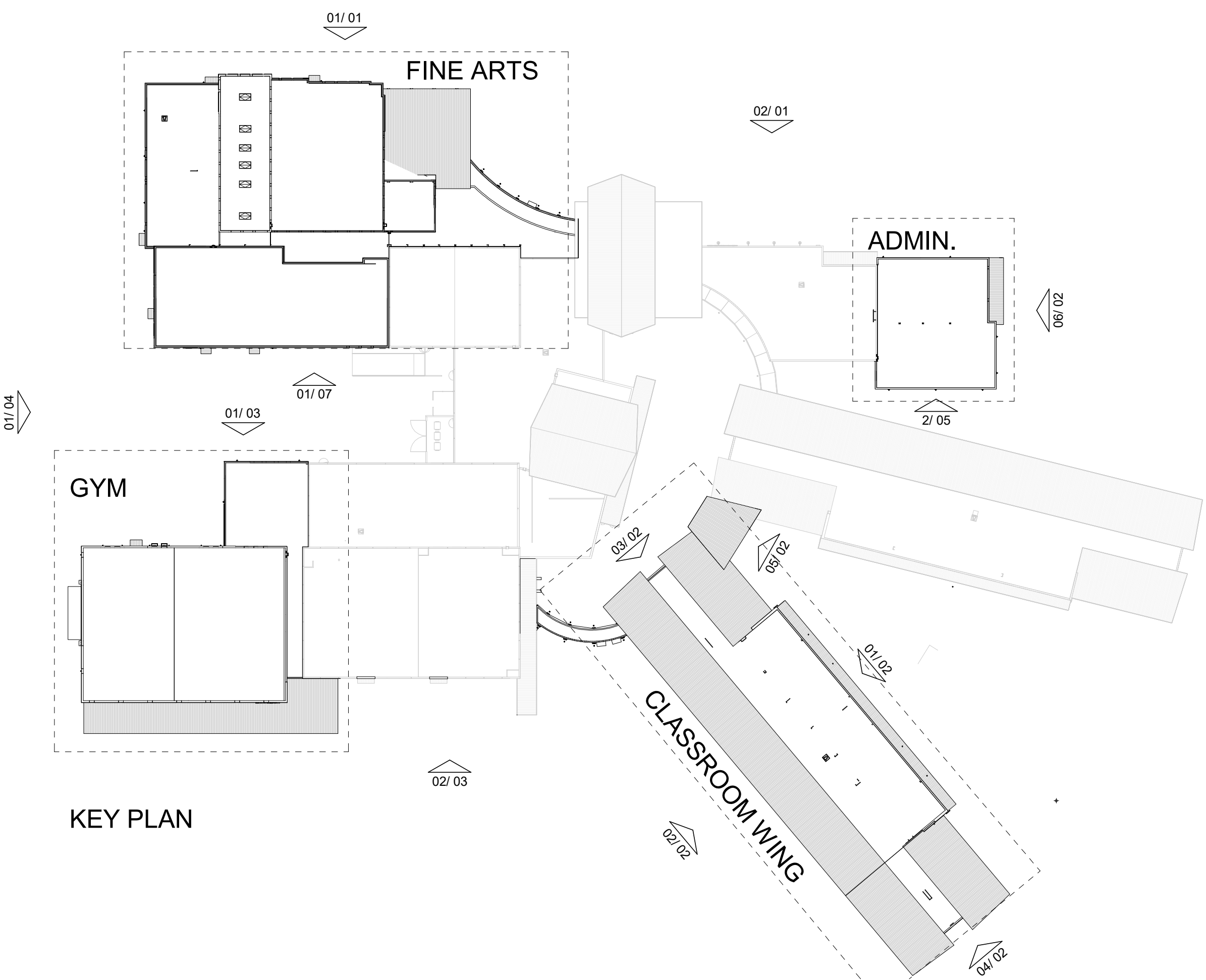
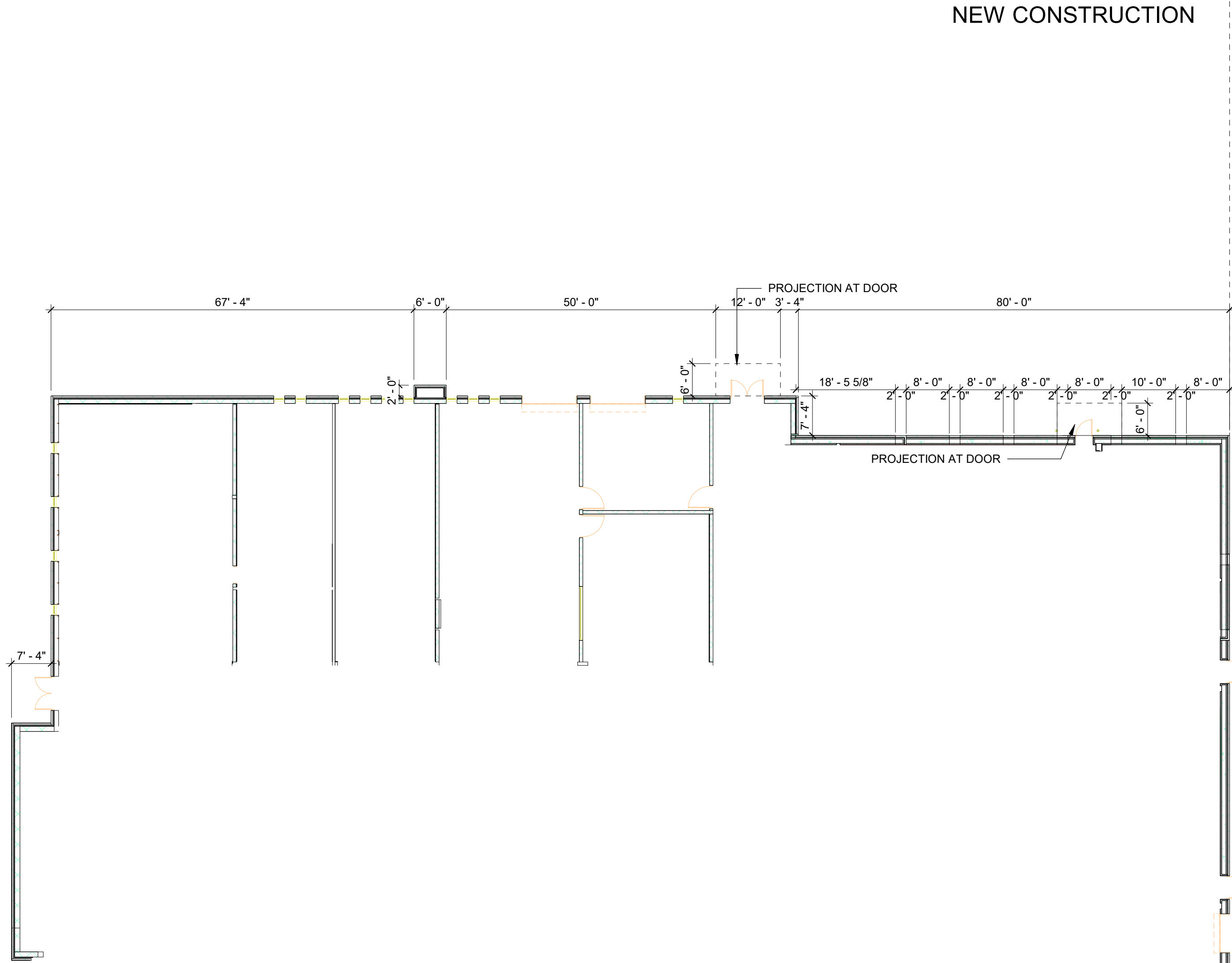
- ## MATERIAL LEGEND

MATERIAL CALCULATION TABLE - GYM

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	8439 S.F.	9461 S.F.	8370 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	7784 S.F. 92%	7134 S.F. 75%	8185 S.F. 98%	N/A
DOORS AND WINDOWS SQ. FT.	655 S.F.	2327 S.F.	185 S.F.	2%
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	7000 S.F.	7470 S.F.	7878 S.F.	N/A
STONE SQ. FT.	N/A	2057 S.F.	264 S.F.	N/A
STUCCO SQ. FT.	784 S.F.	310 S.F.	43 S.F.	N/A

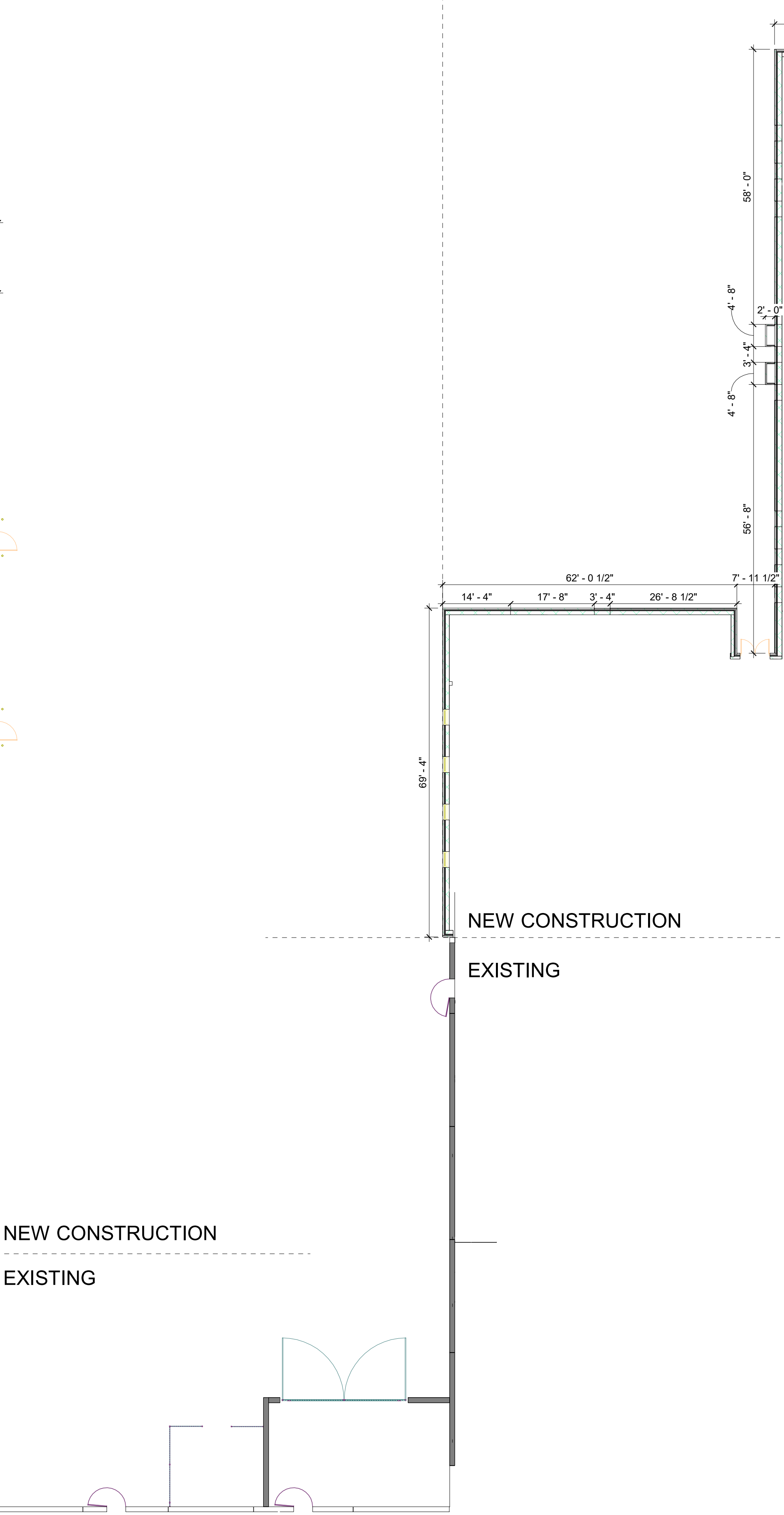


01 OVERALL EXTERIOR ELEVATION - FINE ARTS/ GYM EAST
1/16" = 1'-0"

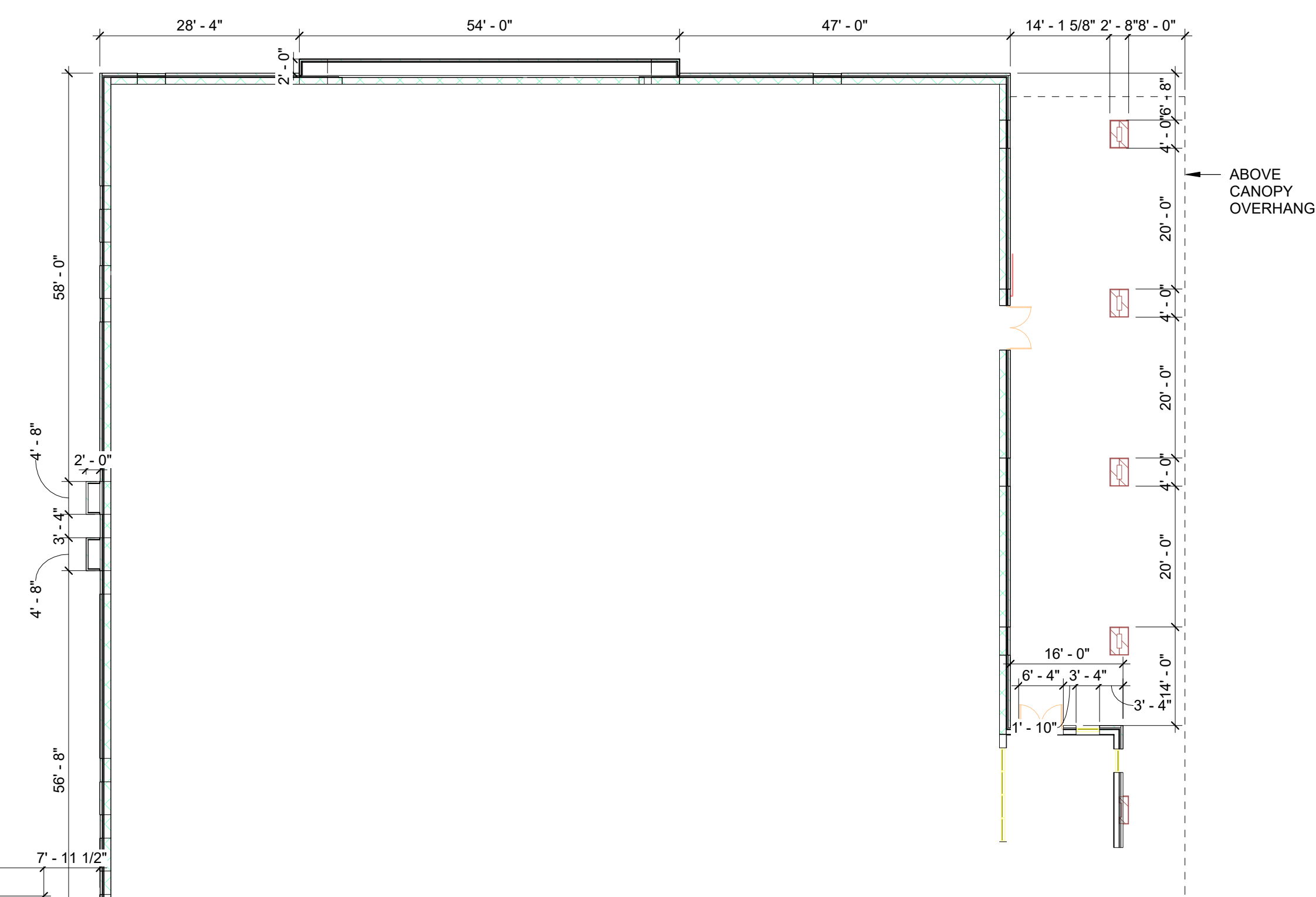


KEY PLAN

NEW CONSTRUCTION EXISTING EXISTING NEW CONSTRUCTION



NEW CONSTRUCTION EXISTING



MATERIAL CALCULATION TABLE - GYM

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	8439 S.F.	9461 S.F.	8370 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	7784 S.F. 92%	7134 S.F. 75%	8185 S.F. 98%	N/A
DOORS AND WINDOWS SQ. FT.	655 S.F. 8%	2327 S.F. 25%	185 S.F. 2%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	7000 S.F.	4767 S.F.	7878 S.F.	N/A
STONE SQ. FT.	N/A	2057 S.F.	264 S.F.	N/A
STUCCO SQ. FT.	784 S.F.	310 S.F.	43 S.F.	N/A

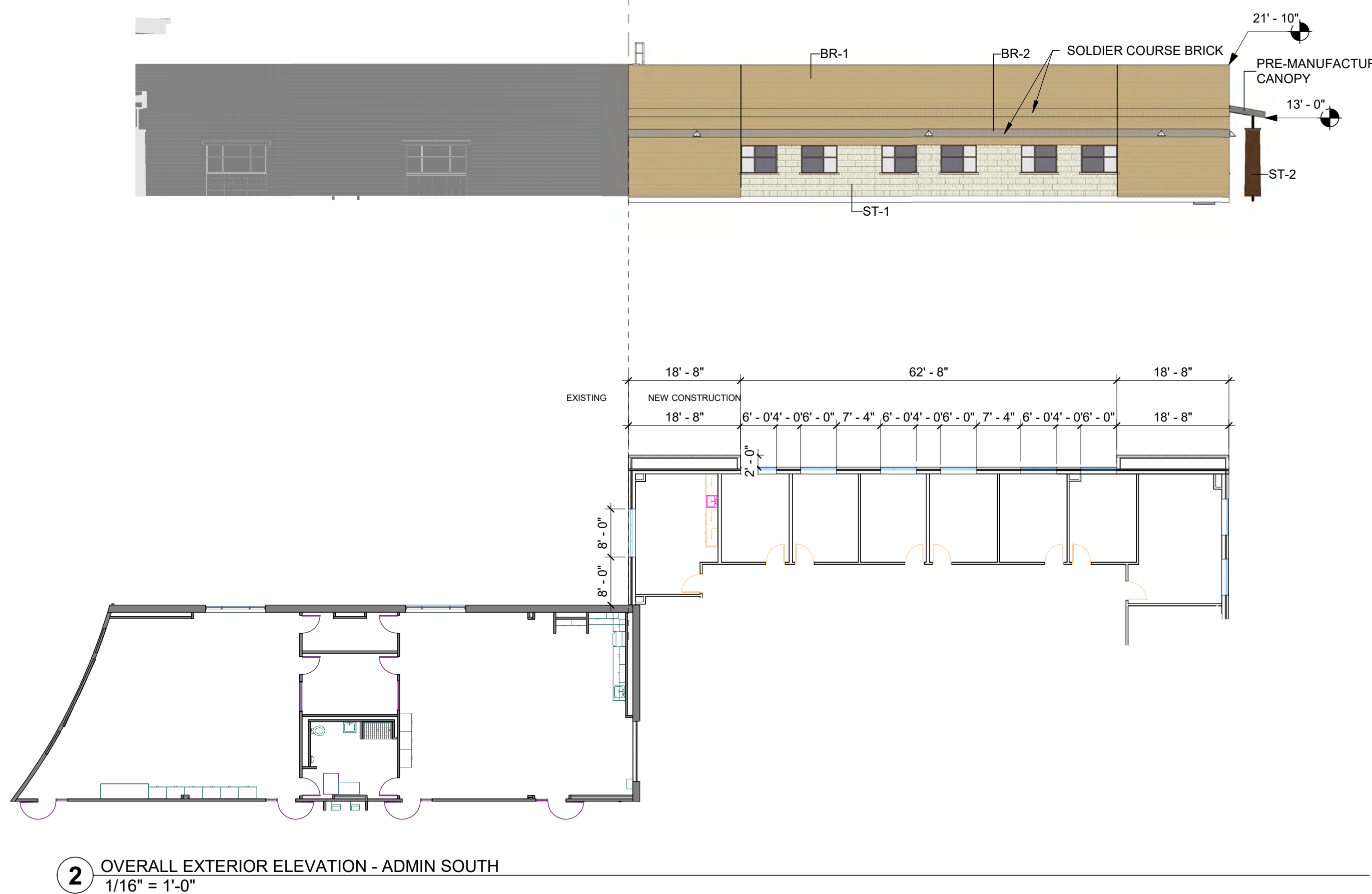
- NOTES:
- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
 - NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
 - METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
 - THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
 - ANY EXTERNAM ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

MATERIAL CALCULATION TABLE-FINE ARTS

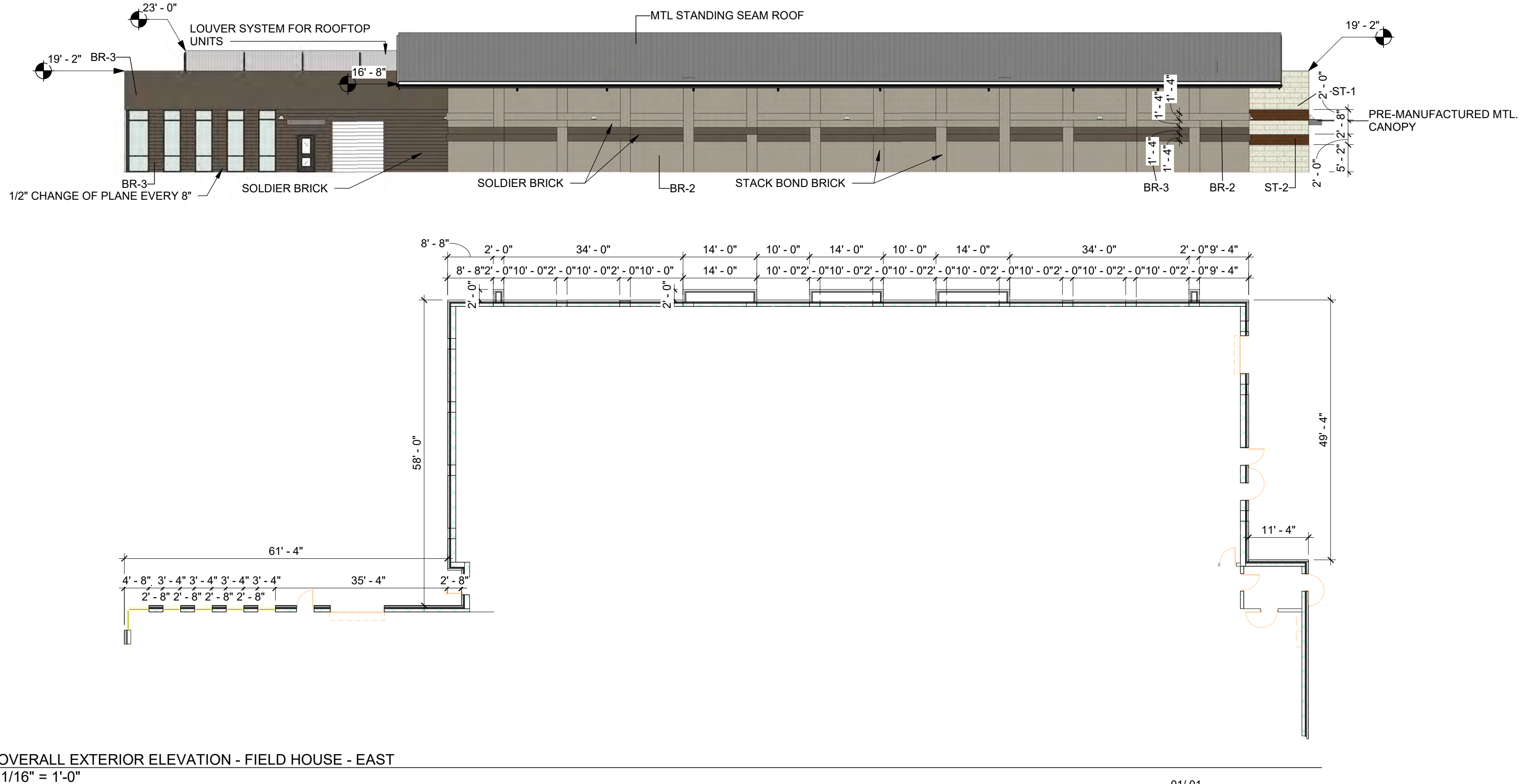
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	12804 S.F.	5693 S.F.	18494 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	9671 S.F. 77%	5578 S.F. 98%	17840 S.F. 97%	N/A
DOORS AND WINDOWS SQ. FT.	2933 S.F. 23%	115 S.F. 2%	654 S.F. 3%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	6832 S.F.	2446 S.F.	12441 S.F.	N/A
STONE SQ. FT.	2272 S.F.	3132 S.F.	2035 S.F.	N/A
STUCCO SQ. FT.	767 S.F.	0 S.F.	3364 S.F.	N/A

MATERIAL LEGEND

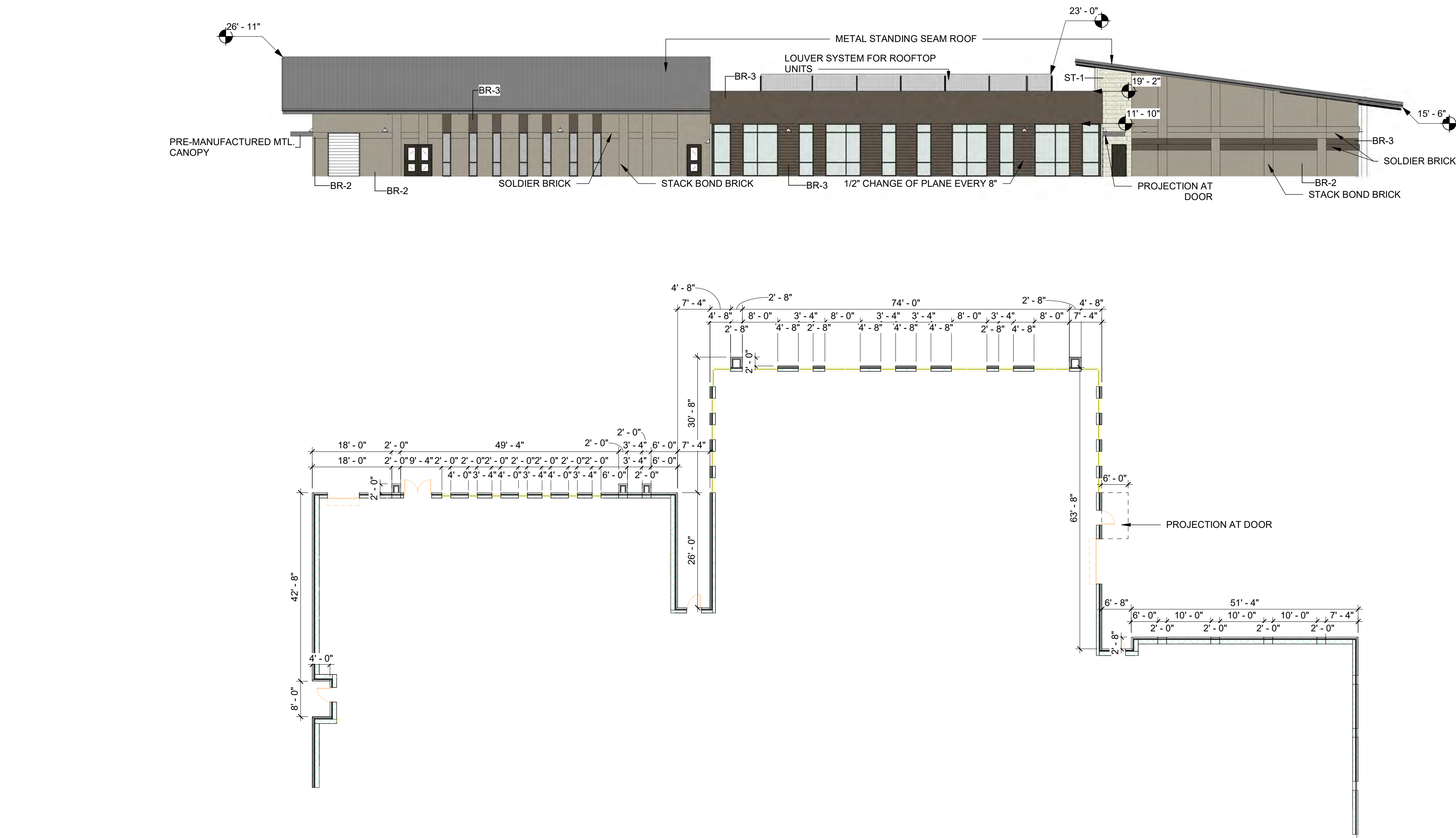
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"x8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY



2 OVERALL EXTERIOR ELEVATION - ADMIN SOUTH
1/16" = 1'-0"

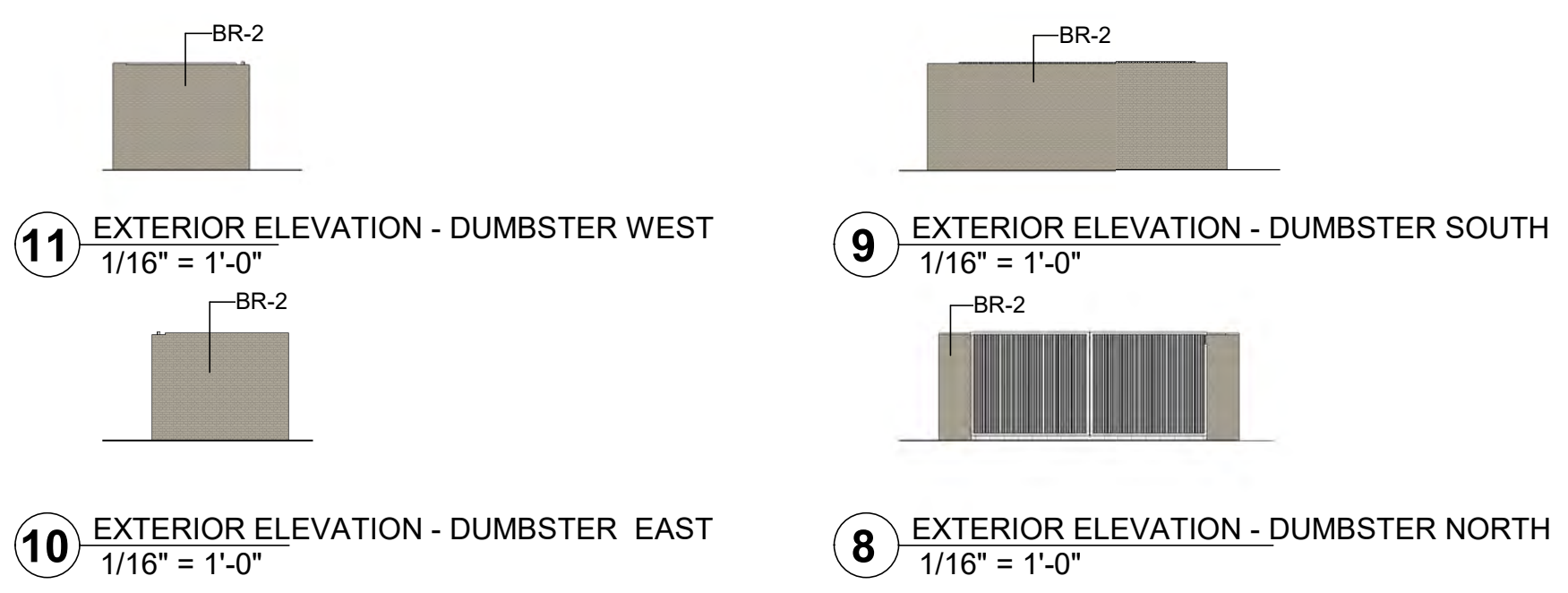


7 OVERALL EXTERIOR ELEVATION - FIELD HOUSE - EAST
1/16" = 1'-0"



5 OVERALL EXTERIOR ELEVATION - FIELD HOUSE - SOUTH
1/16" = 1'-0"

- NOTES:
- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
 - NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
 - METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
 - THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
 - ANY EXTERNAM ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

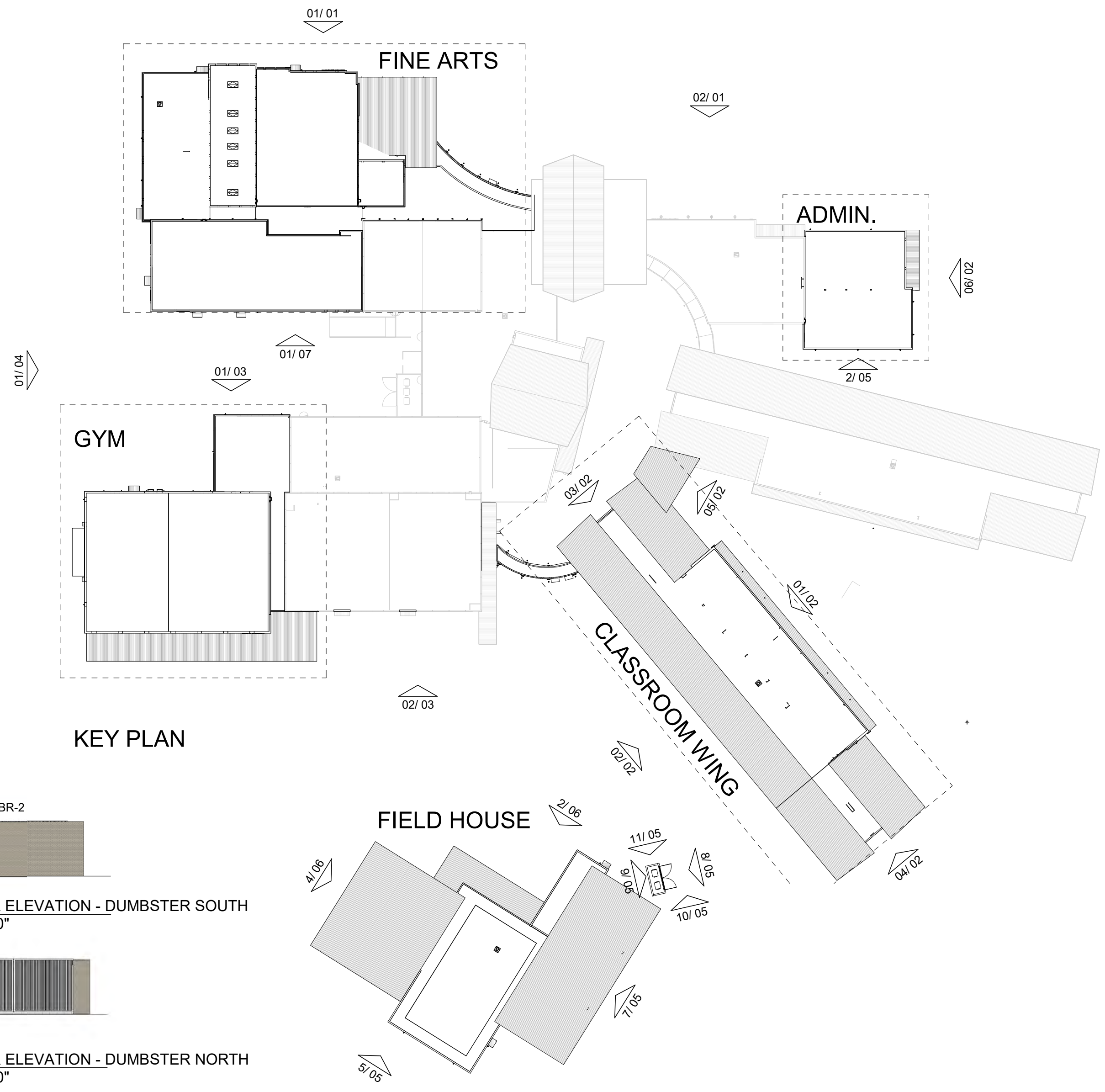


11 EXTERIOR ELEVATION - DUMBSTER WEST
1/16" = 1'-0"

9 EXTERIOR ELEVATION - DUMBSTER SOUTH
1/16" = 1'-0"

10 EXTERIOR ELEVATION - DUMBSTER EAST
1/16" = 1'-0"

8 EXTERIOR ELEVATION - DUMBSTER NORTH
1/16" = 1'-0"



KEY PLAN

MATERIAL LEGEND	
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY

MATERIAL CALCULATION TABLE - FLD HS				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	5198 S.F.	4165 S.F.	3898 S.F.	5157 S.F.
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	4016 S.F. 77%	3222 S.F. 77%	3451 S.F. 89%	4480 S.F. 87%
DOORS AND WINDOWS SQ. FT.	1182 S.F. 23%	943 S.F. 23%	447 S.F. 11%	707 S.F. 13%
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	100%
BRICK SQ. FT.	2405 S.F.	3222 S.F.	3252 S.F.	2414 S.F.
STONE SQ. FT.	867 S.F.	N/A	199 S.F.	1391 S.F.
STUCCO SQ. FT.	744 S.F.	N/A	N/A	645 S.F.

MATERIAL CALCULATION TABLE - ADMIN				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	2044 S.F.	2213 S.F.	2373 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	1855 S.F. 91%	2048 S.F. 93%	2141 S.F. 90%	N/A
DOORS AND WINDOWS SQ. FT.	189 S.F. 9%	165 S.F. 7%	232 S.F. 10%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	1420 S.F.	1651 S.F.	1745 S.F.	N/A
STONE SQ. FT.	435 S.F.	397 S.F.	396 S.F.	N/A
STUCCO SQ. FT.	0 S.F.	0 S.F.	0 S.F.	N/A





As indicated
04/04/19

NOTES:

- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
- NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
- METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
- THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
- ANY EXTERNA ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

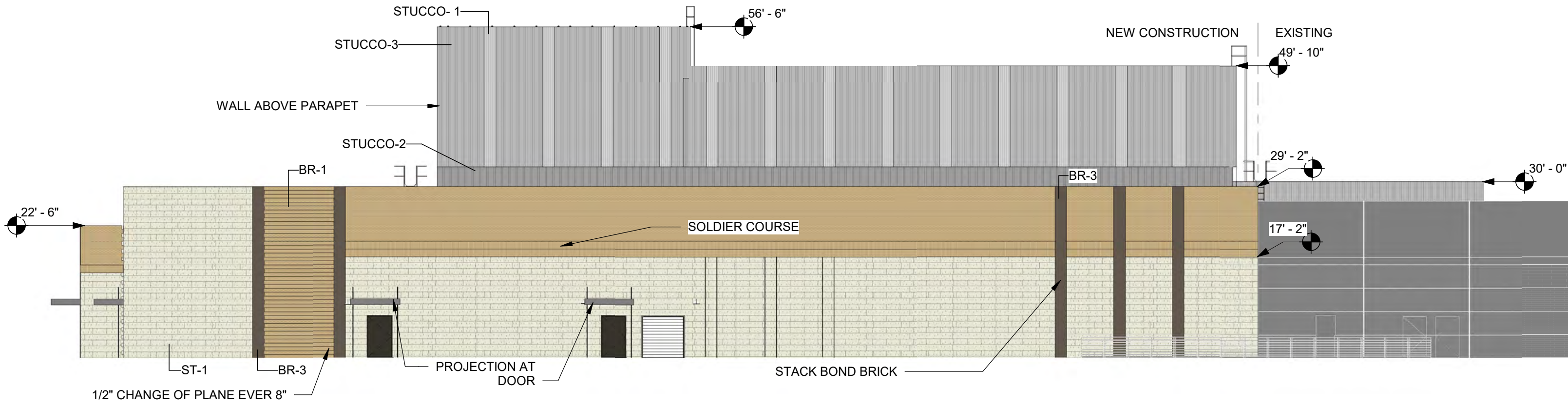
MATERIAL LEGEND	
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY

MATERIAL CALCULATION TABLE - FLD HS				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	5198 S.F.	4165 S.F.	3898 S.F.	5157 S.F.
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	4016 S.F. 77%	3222 S.F. 77%	3451 S.F. 89%	480 S.F. 87%
DOORS AND WINDOWS SQ. FT.	1182 S.F. 23%	943 S.F. 23%	447 S.F. 11%	707 S.F. 13%
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	100%
BRICK SQ. FT.	2405 S.F.	3222 S.F.	3252 S.F.	2414 S.F.
STONE SQ. FT.	867 S.F.	N/A	199 S.F.	1391 S.F.
STUCCO SQ. FT.	744 S.F.	N/A	N/A	645 S.F.

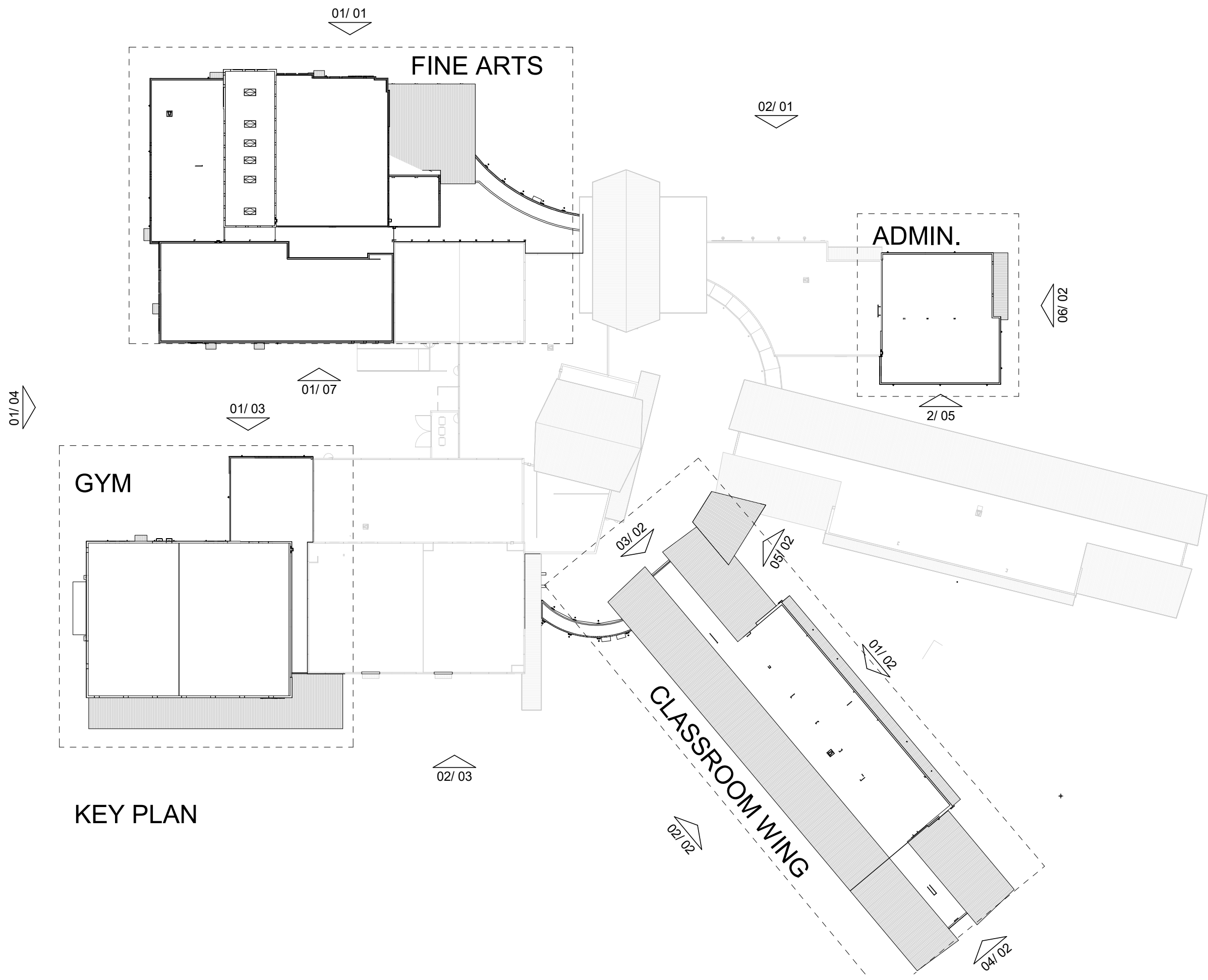
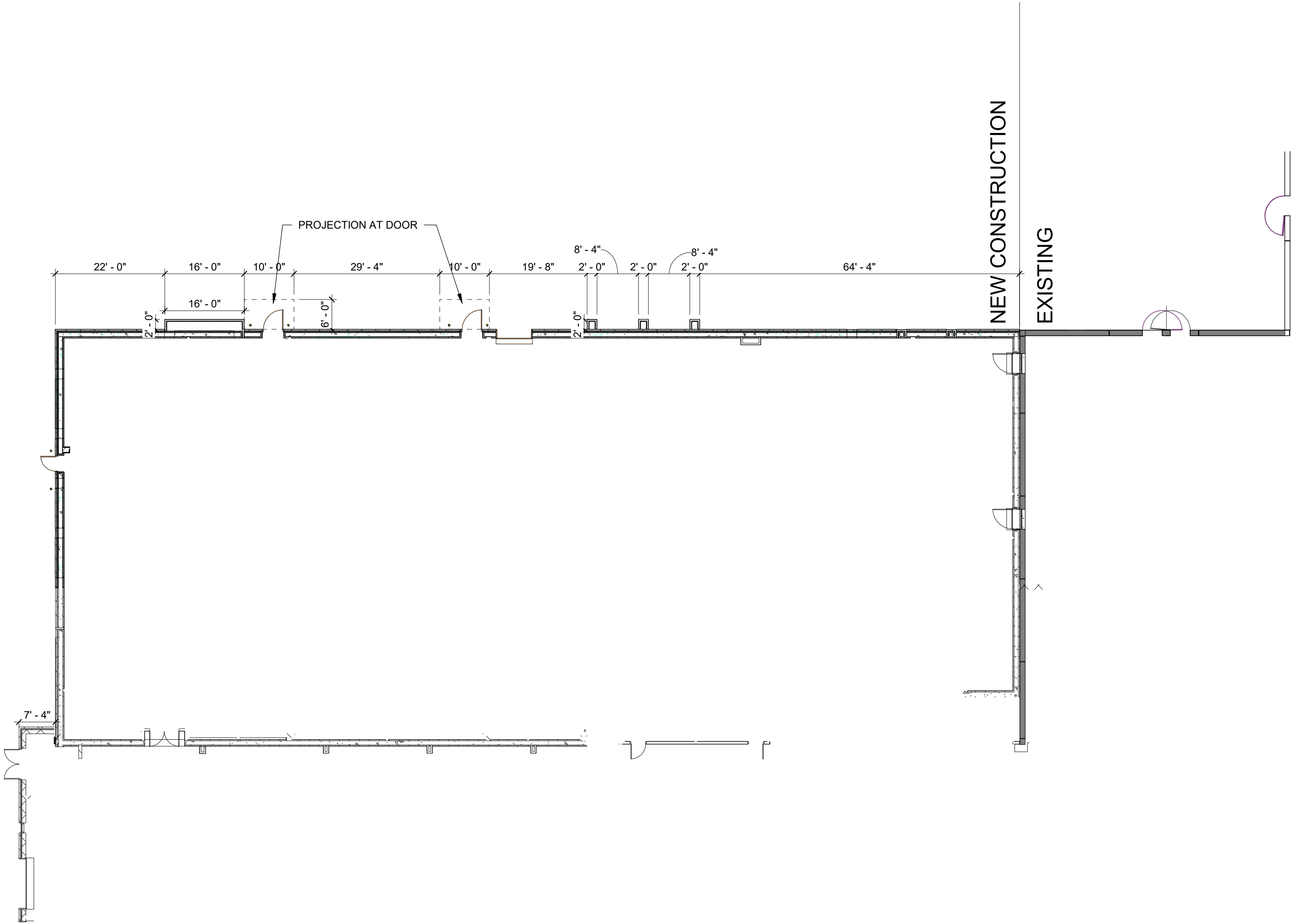
MATERIAL LEGEND	
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY

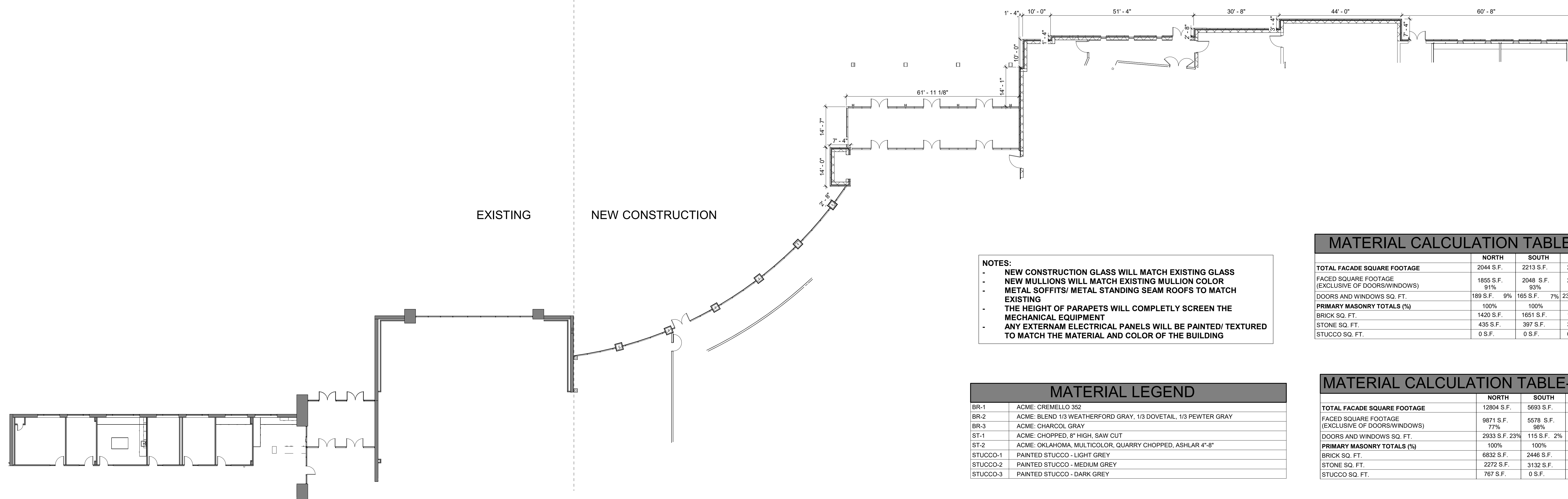
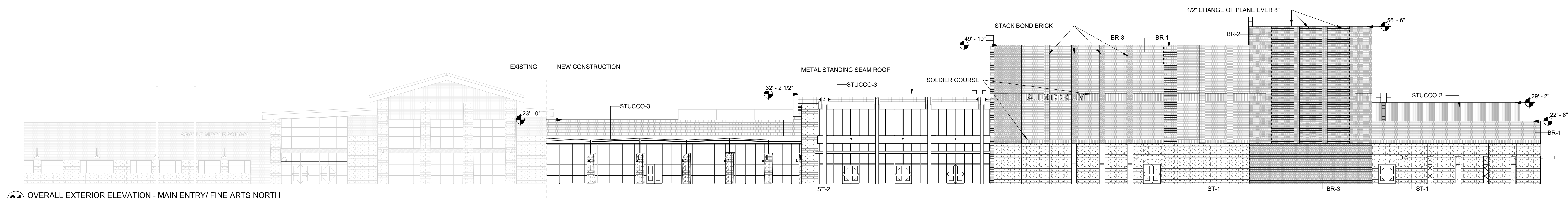
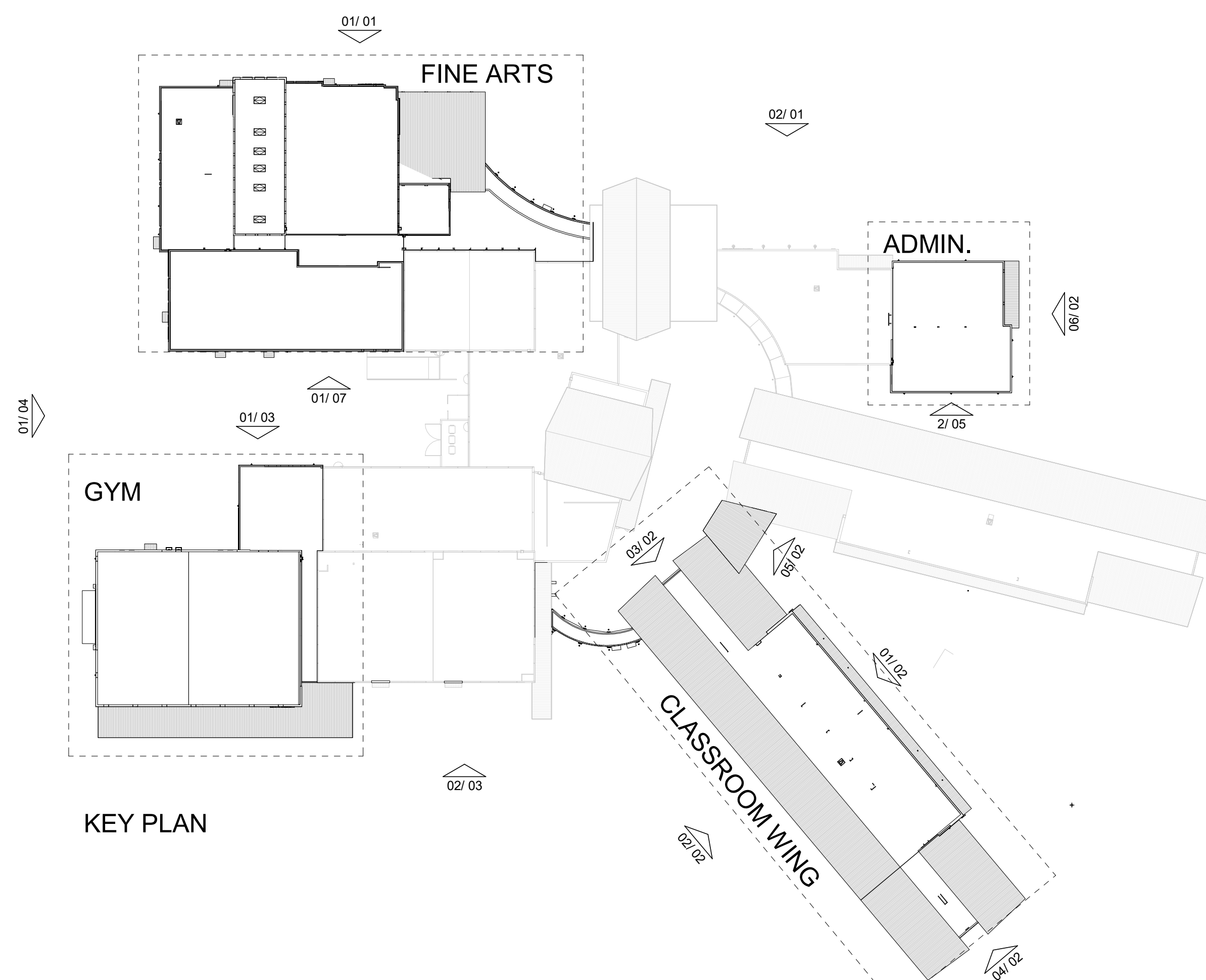
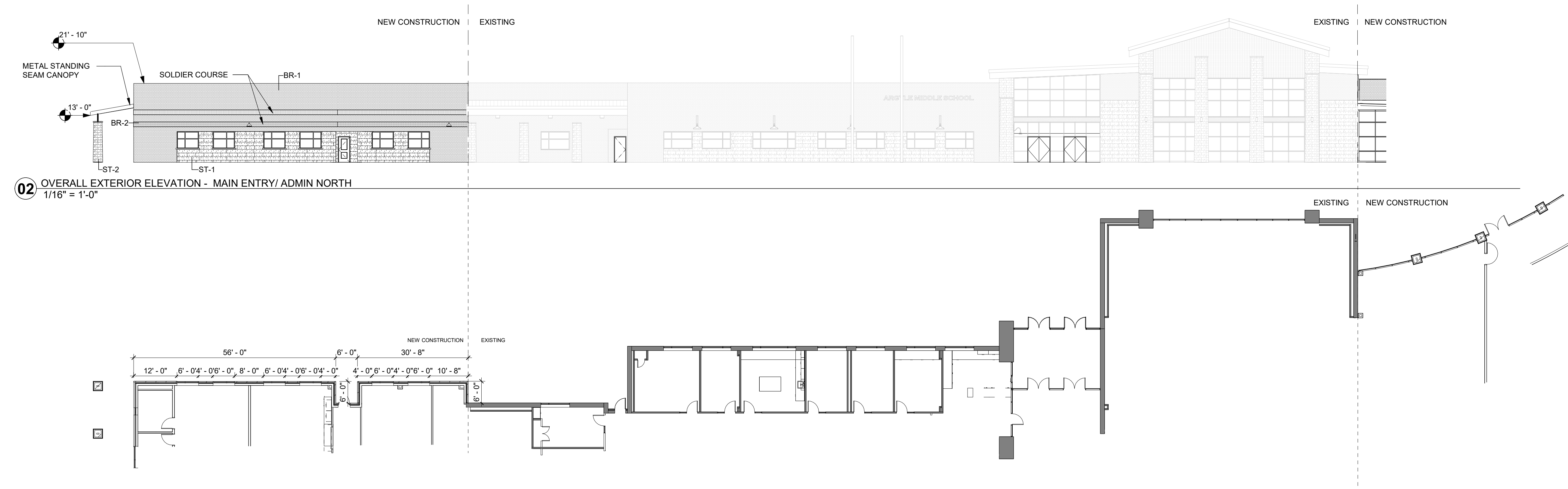
- NOTES:
- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
 - NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
 - METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
 - THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
 - ANY EXTERNAM ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

MATERIAL CALCULATION TABLE-FINE ARTS				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	12804 S.F.	5693 S.F.	18494 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	9871 S.F. 77%	5578 S.F. 98%	17840 S.F. 97%	N/A
DOORS AND WINDOWS SQ. FT.	2933 S.F. 23%	115 S.F. 2%	654 S.F. 3%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	6832 S.F.	2446 S.F.	12441 S.F.	N/A
STONE SQ. FT.	2272 S.F.	3132 S.F.	2035 S.F.	N/A
STUCCO SQ. FT.	767 S.F.	0 S.F.	3364 S.F.	N/A



01 OVERALL EXTERIOR ELEVATION - FINE ARTS SOUTH
1/16" = 1'-0"





NOTES:

- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
- NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
- METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
- THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
- ANY EXTERNA ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

MATERIAL LEGEND

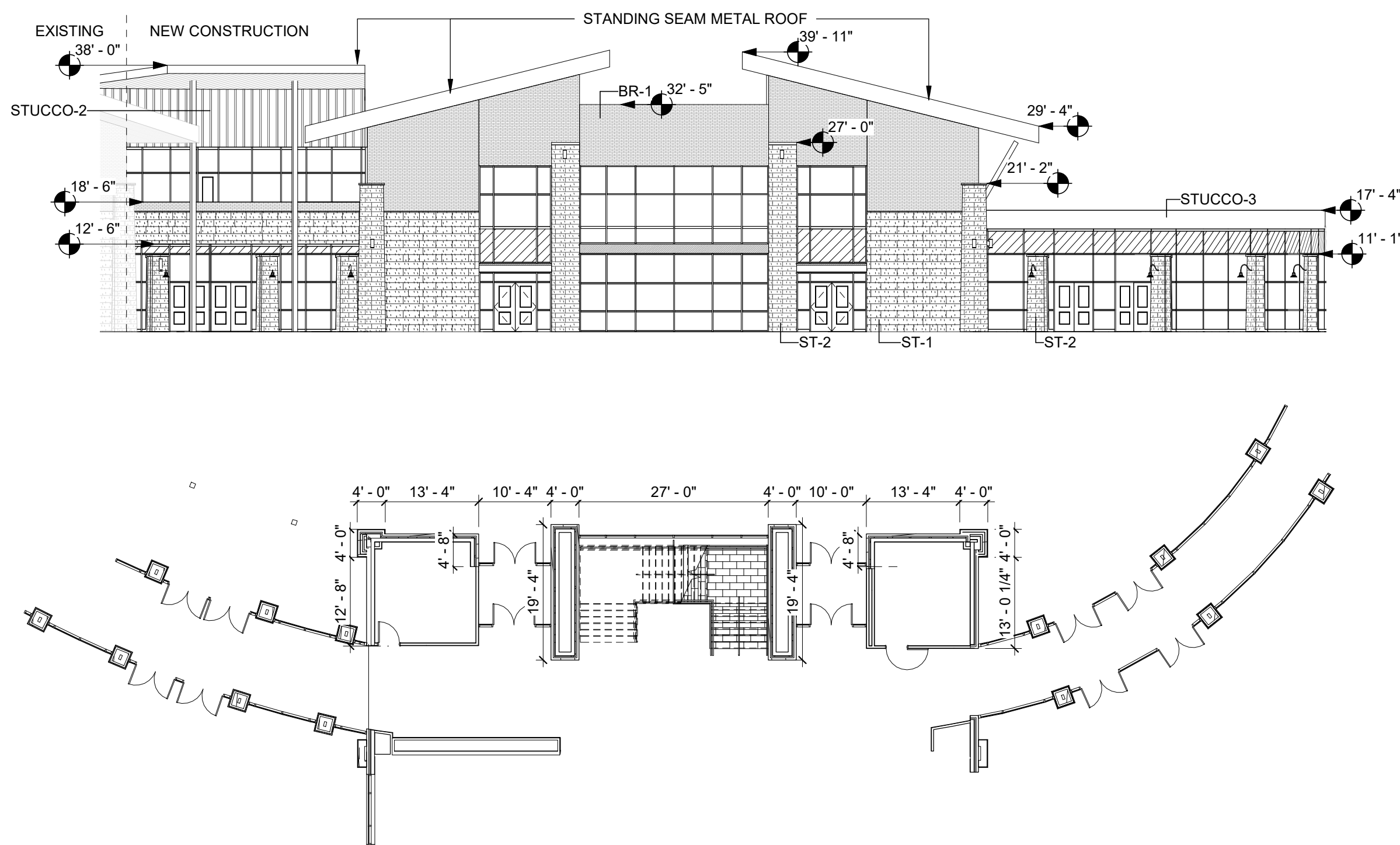
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY

MATERIAL CALCULATION TABLE - ADMIN

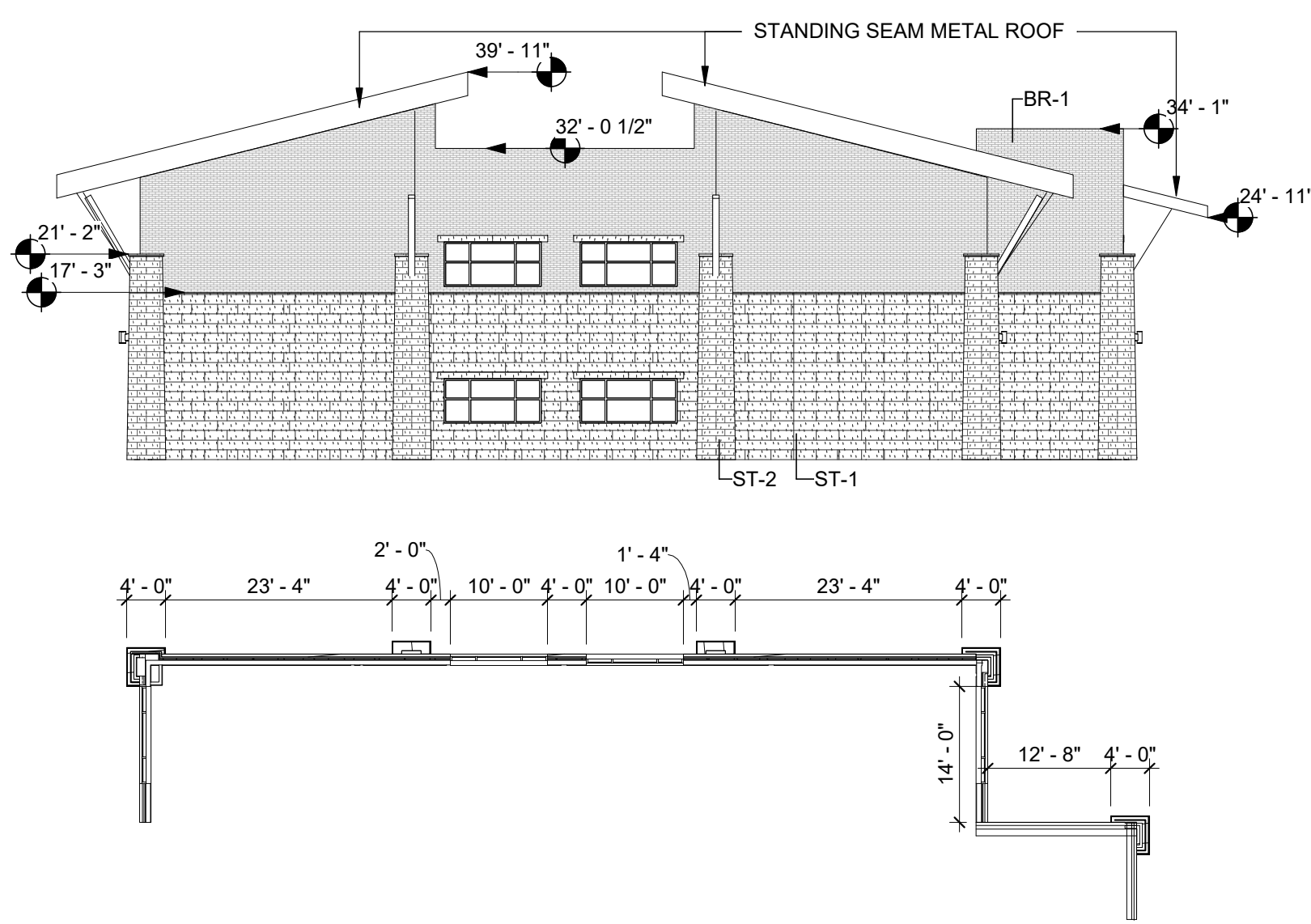
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	2044 S.F.	2213 S.F.	2373 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	1855 S.F. 91%	2048 S.F. 93%	2141 S.F. 90%	N/A
DOORS AND WINDOWS SQ. FT.	189 S.F. 9%	165 S.F. 7%	232 S.F. 10%	N/A
BRICK MASONRY TOTALS (%)	100%	100%	100%	100%
BRICK SQ. FT.	1420 S.F.	1651 S.F.	1745 S.F.	N/A
STONE SQ. FT.	435 S.F.	397 S.F.	396 S.F.	N/A
STUCCO SQ. FT.	0 S.F.	0 S.F.	0 S.F.	N/A

MATERIAL CALCULATION TABLE-FINE ARTS

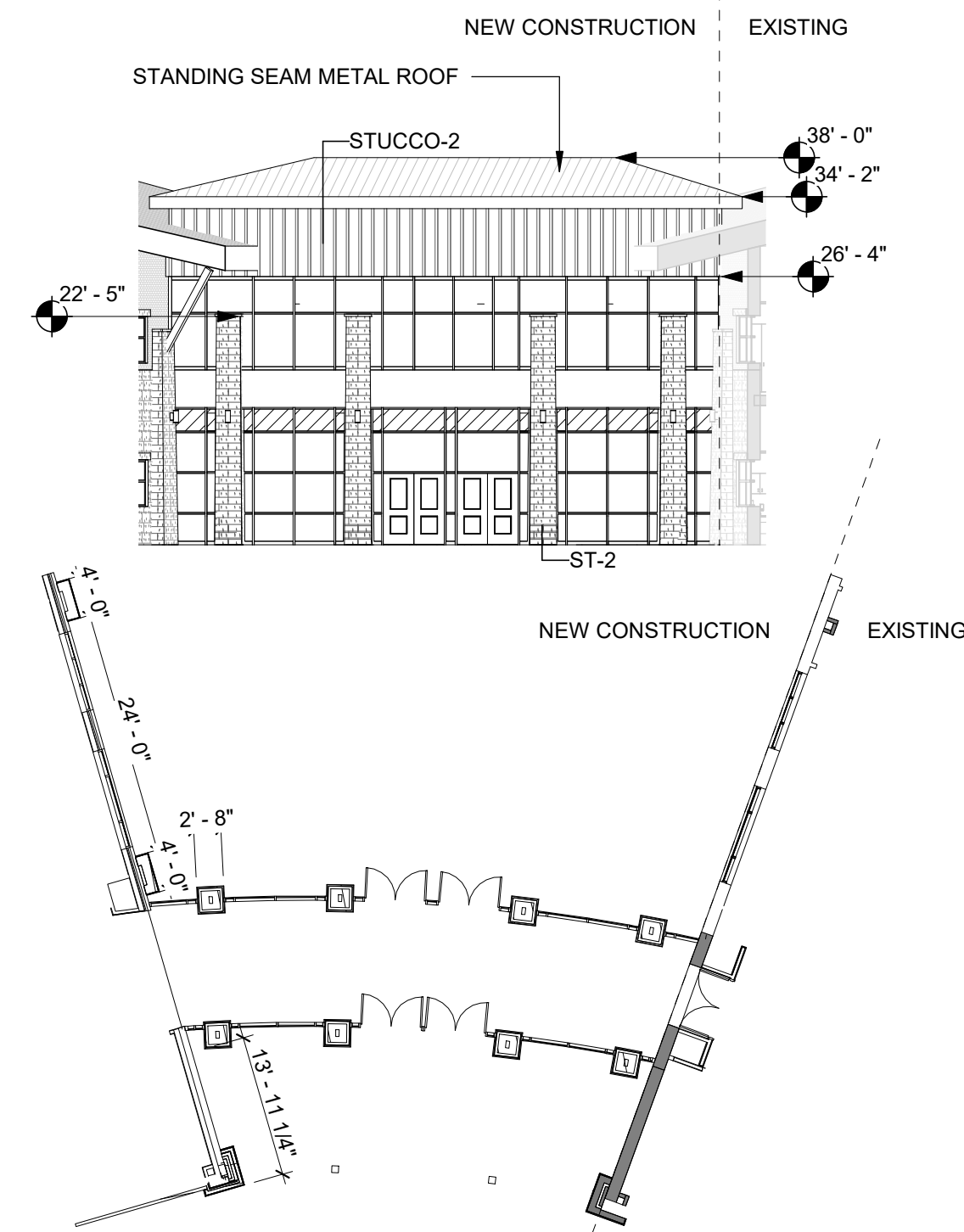
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	12804 S.F.	5693 S.F.	18494 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	9871 S.F. 77%	5578 S.F. 98%	17840 S.F. 97%	N/A
DOORS AND WINDOWS SQ. FT.	2933 S.F. 23%	115 S.F. 2%	654 S.F. 3%	N/A
PRIMARY MASONRY TOTAL (%)	100%	100%	100%	N/A
BRICK SQ. FT.	6832 S.F.	2446 S.F.	12441 S.F.	N/A
STONE SQ. FT.	2272 S.F.	3132 S.F.	2035 S.F.	N/A
STUCCO SQ. FT.	767 S.F.	0 S.F.	3364 S.F.	N/A



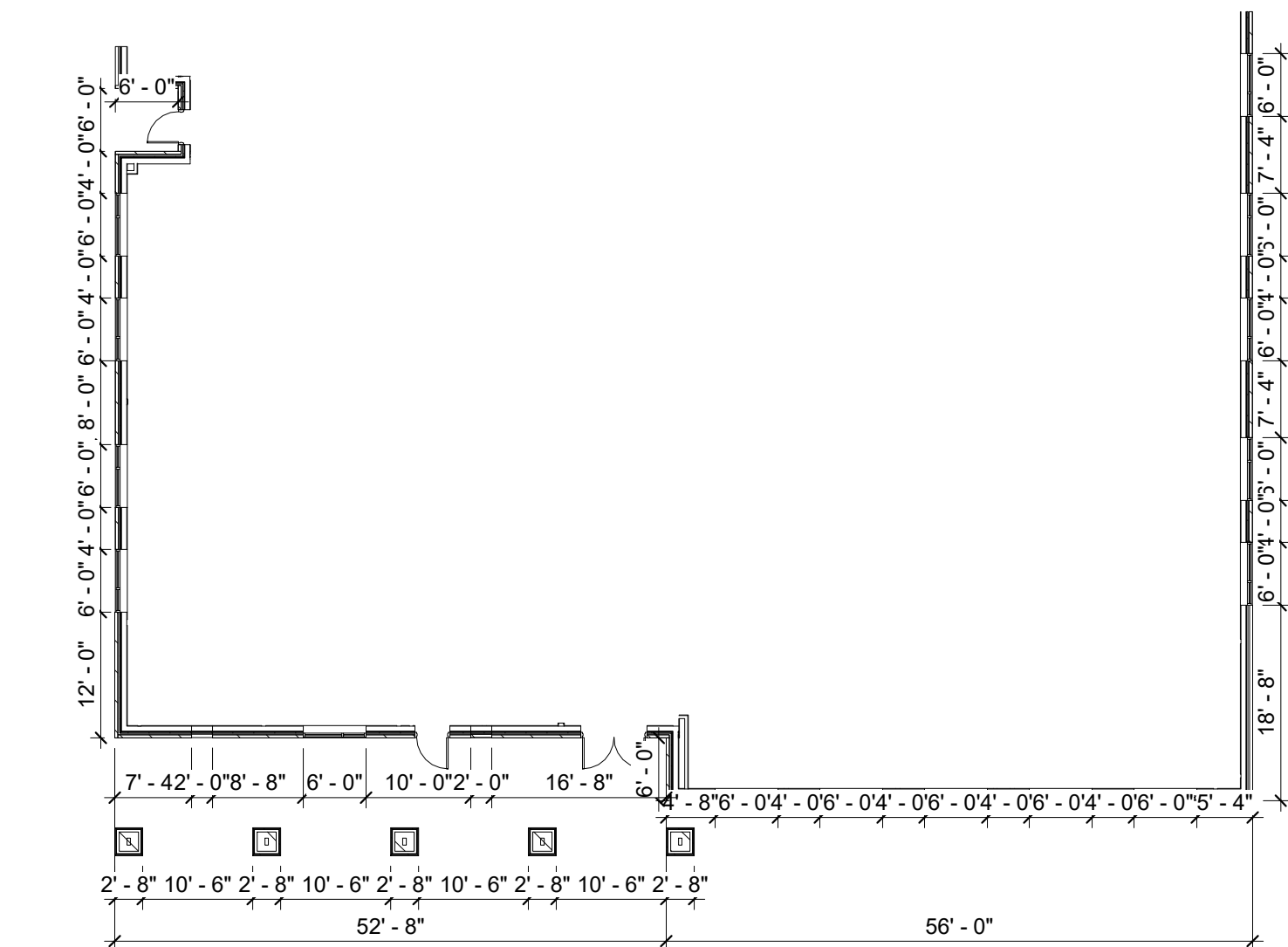
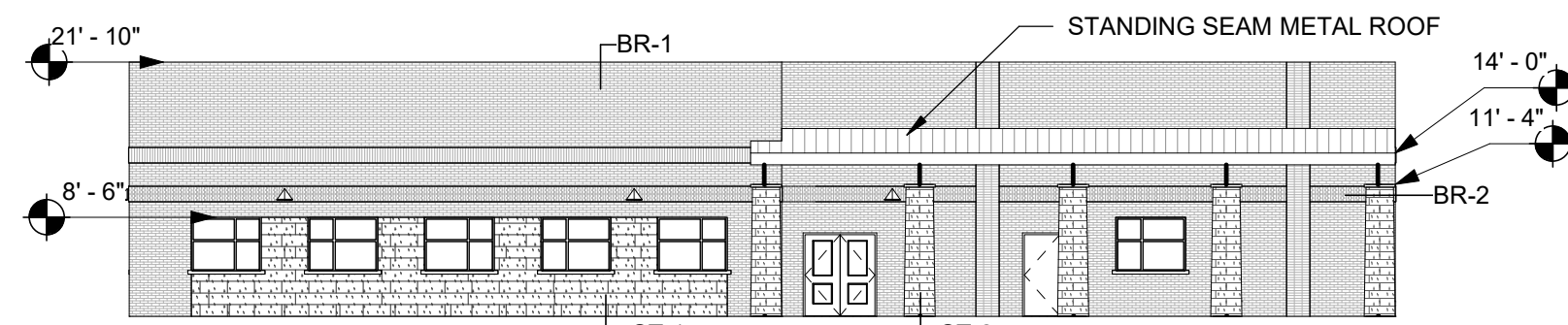
03 OVERALL EXTERIOR ELEVATION - CLASSROOM WING NORTH
1/16" = 1'-0"



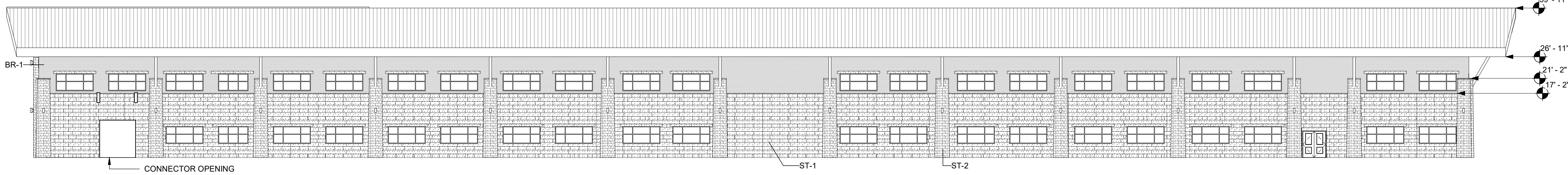
04 OVERALL EXTERIOR ELEVATION - CLASSROOM WING SOUTH
1/16" = 1'-0"



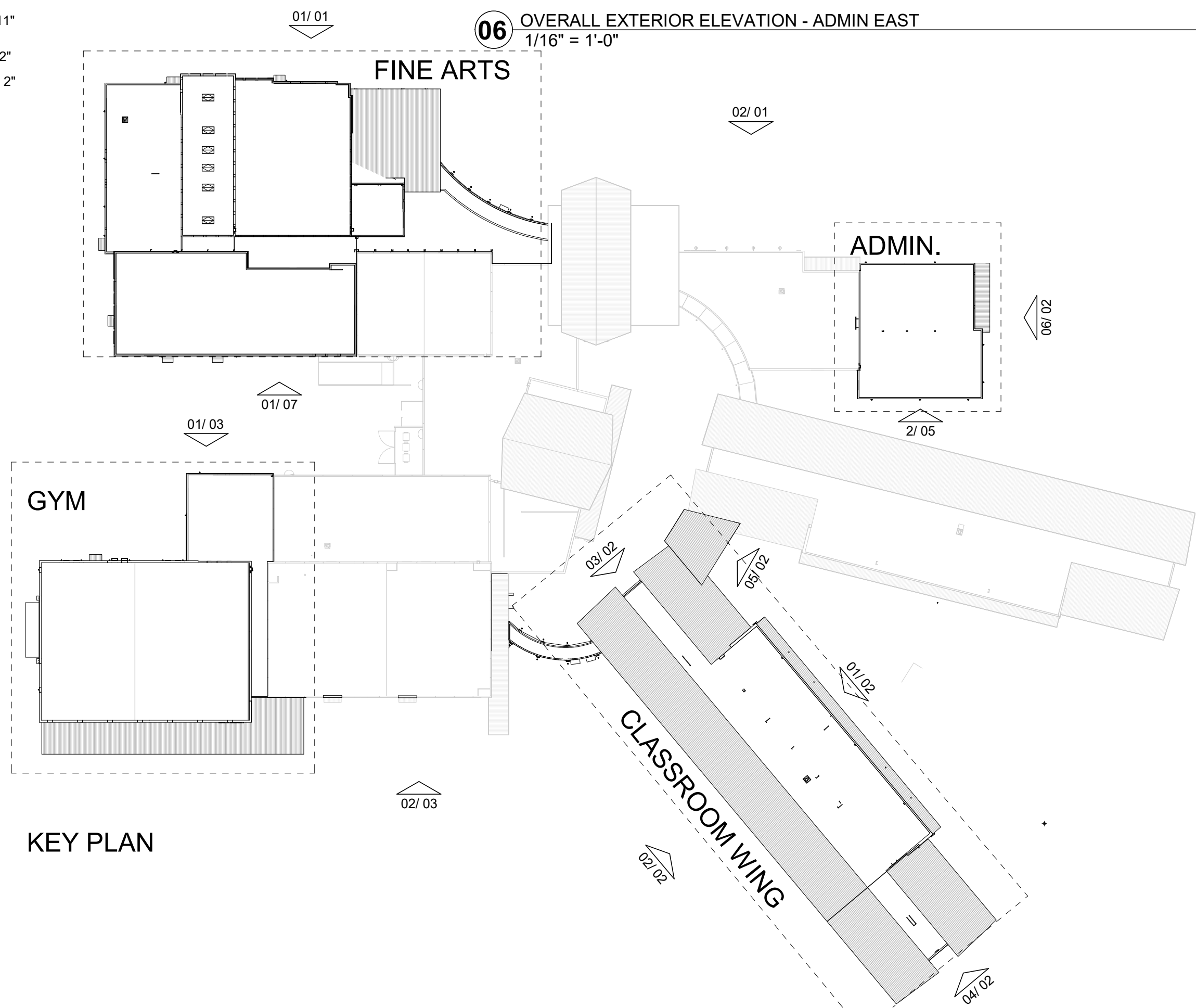
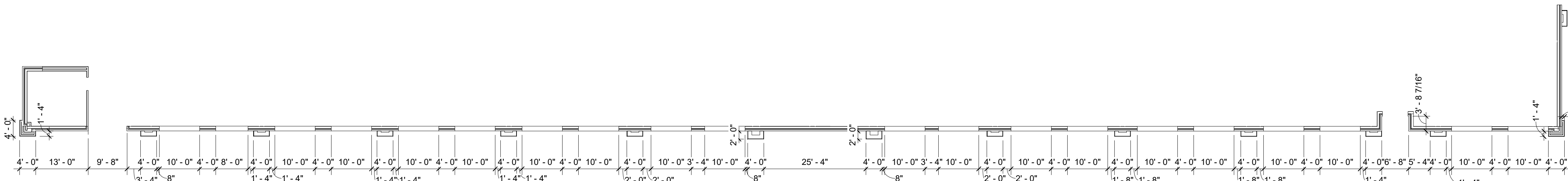
05 OVERALL EXTERIOR ELEVATION - TWO STORY CONNECTOR - SOUTH
1/16" = 1'-0"



06 OVERALL EXTERIOR ELEVATION - ADMIN EAST
1/16" = 1'-0"



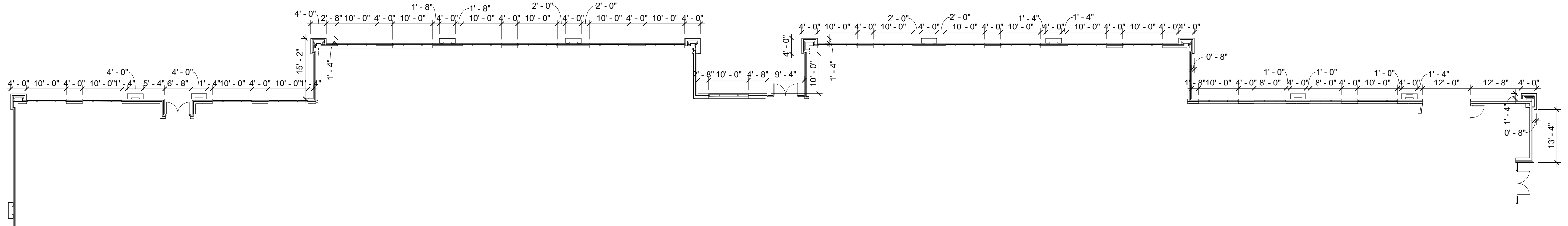
02 OVERALL EXTERIOR ELEVATION - CLASSROOM WING WEST
1/16" = 1'-0"



KEY PLAN



01 OVERALL EXTERIOR ELEVATION - CLASSROOM WING EAST
1/16" = 1'-0"



- NOTES:
- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
 - NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
 - METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
 - THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
 - ANY EXTERNAM ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

MATERIAL LEGEND

BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY

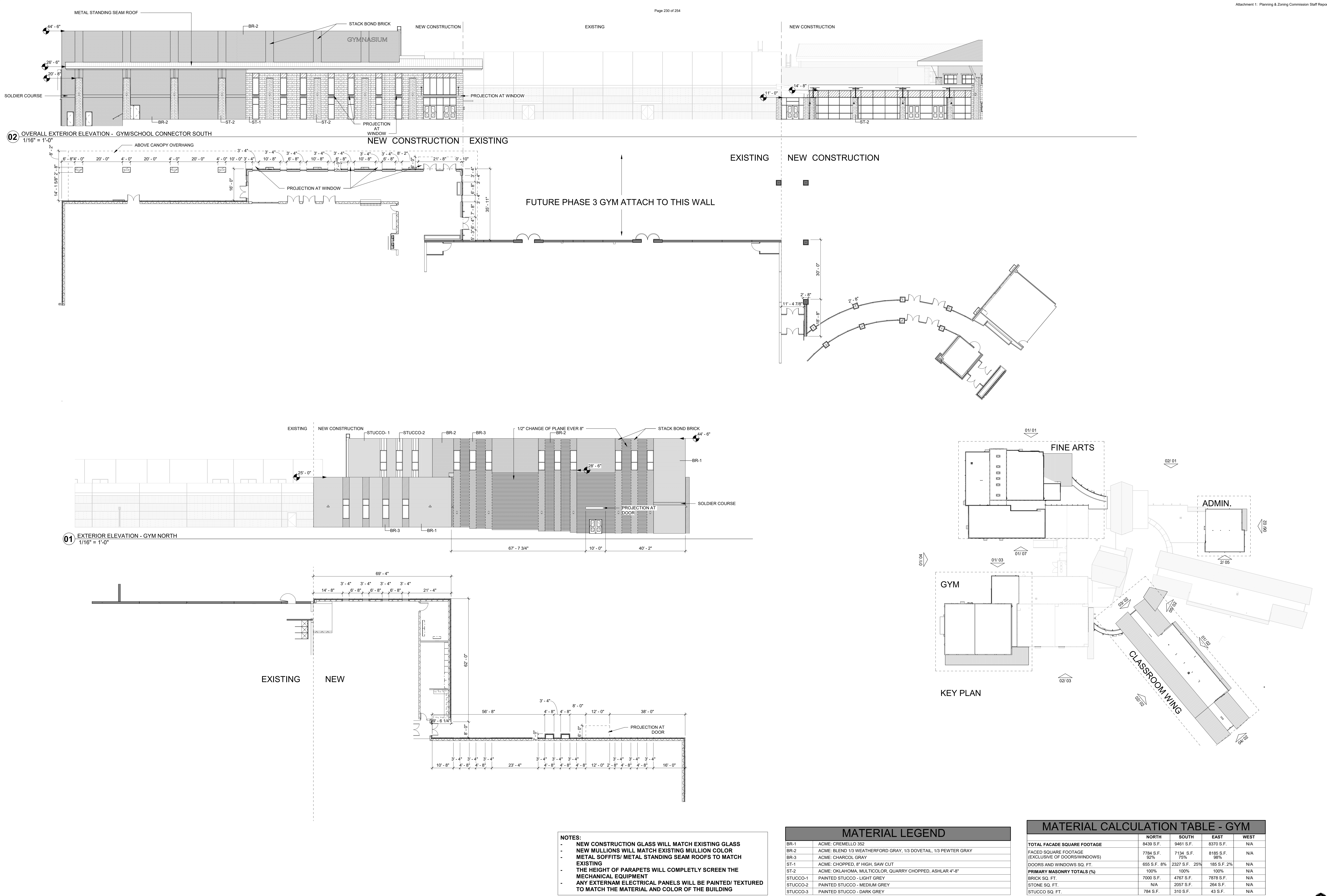
MATERIAL CALCULATION TABLE - ADMIN

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	2044 S.F.	2213 S.F.	2373 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	1855 S.F. 91%	2048 S.F. 93%	2141 S.F. 90%	N/A
DOORS AND WINDOWS SQ. FT.	189 S.F. 9%	165 S.F. 7%	232 S.F. 10%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	1420 S.F.	1651 S.F.	1745 S.F.	N/A
STONE SQ. FT.	435 S.F.	397 S.F.	396 S.F.	N/A
STUCCO SQ. FT.	0 S.F.	0 S.F.	0 S.F.	N/A

MATERIAL CALCULATION TABLE - CLSRM

	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	4844 S.F.	5032 S.F.	11590 S.F.	10345 S.F.
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	2662 S.F. 53%	3805 S.F. 76%	9547 S.F. 81%	8347 S.F. 81%
DOORS AND WINDOWS SQ. FT.	2282 S.F. 47%	1227 S.F. 24%	2043 S.F. 18%	1998 S.F. 19%
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	100%
BRICK SQ. FT.	995 S.F.	1320 S.F.	4023 S.F.	2540 S.F.
STONE SQ. FT.	1230 S.F.	1970 S.F.	5524 S.F.	5807 S.F.
STUCCO SQ. FT.	337 S.F.	515 S.F.	N/A	N/A





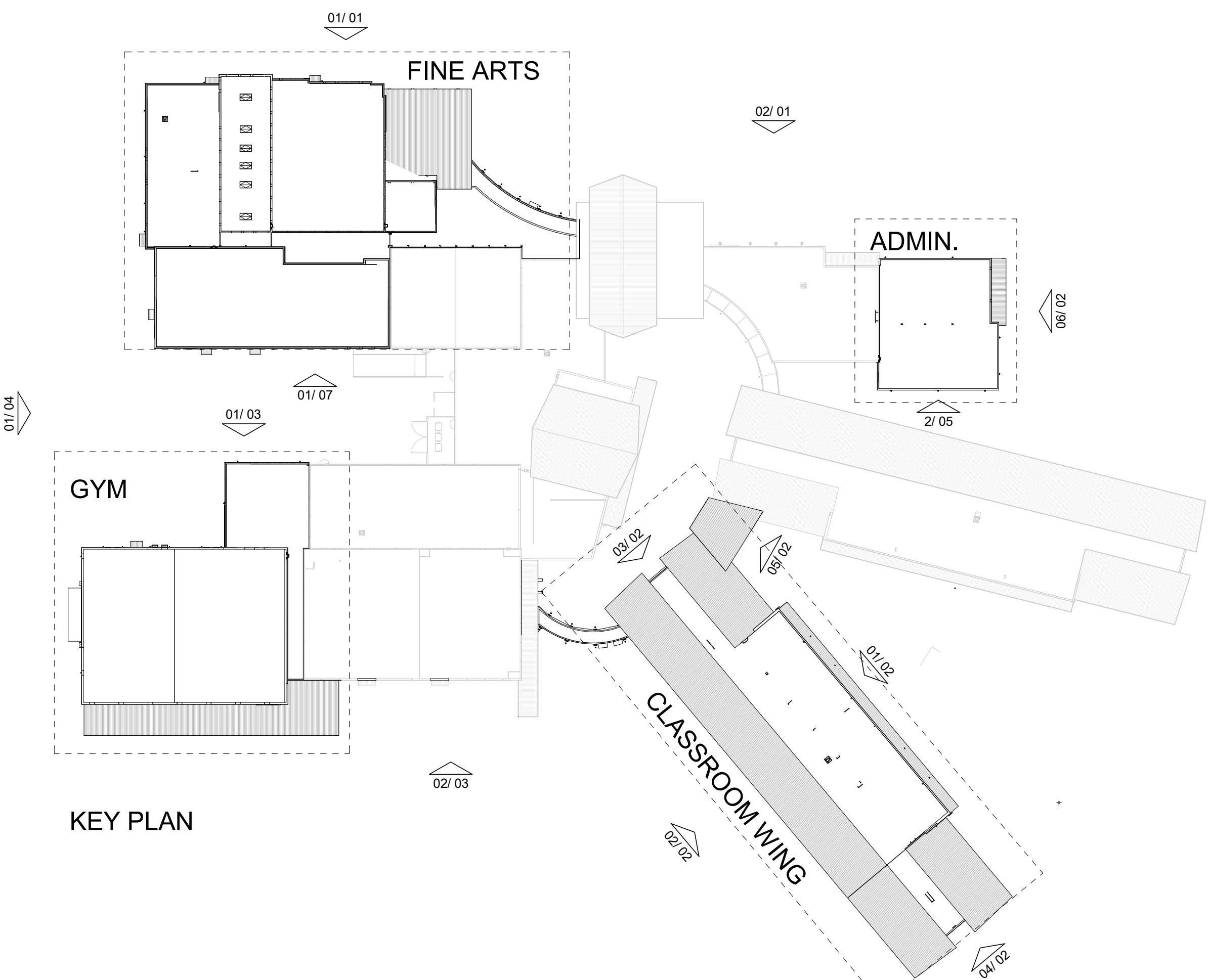
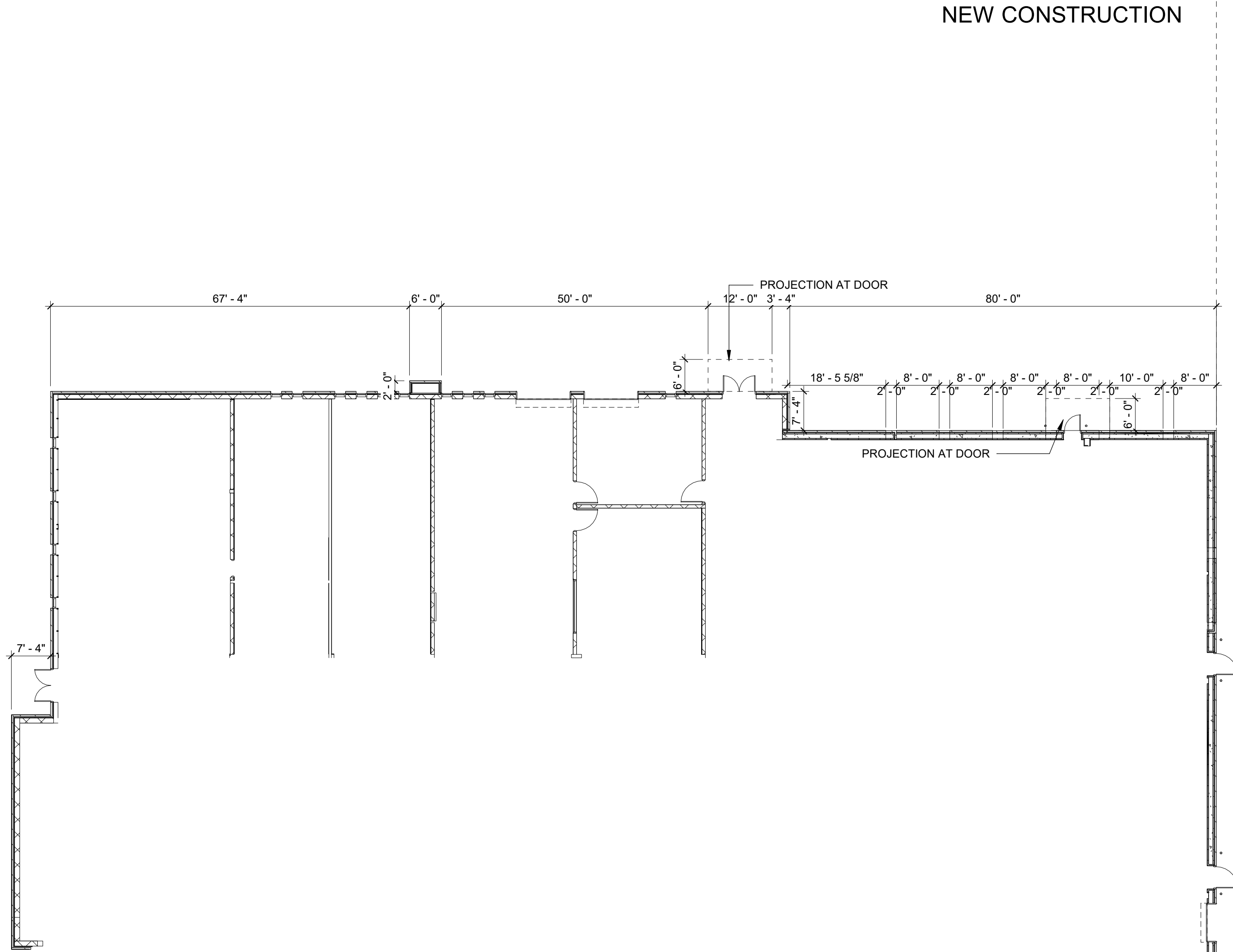
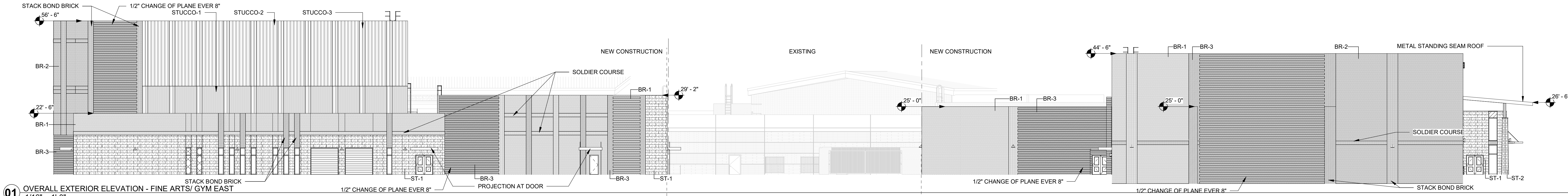
NOTES:

- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
- NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
- METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
- THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
- ANY EXTERNAM ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

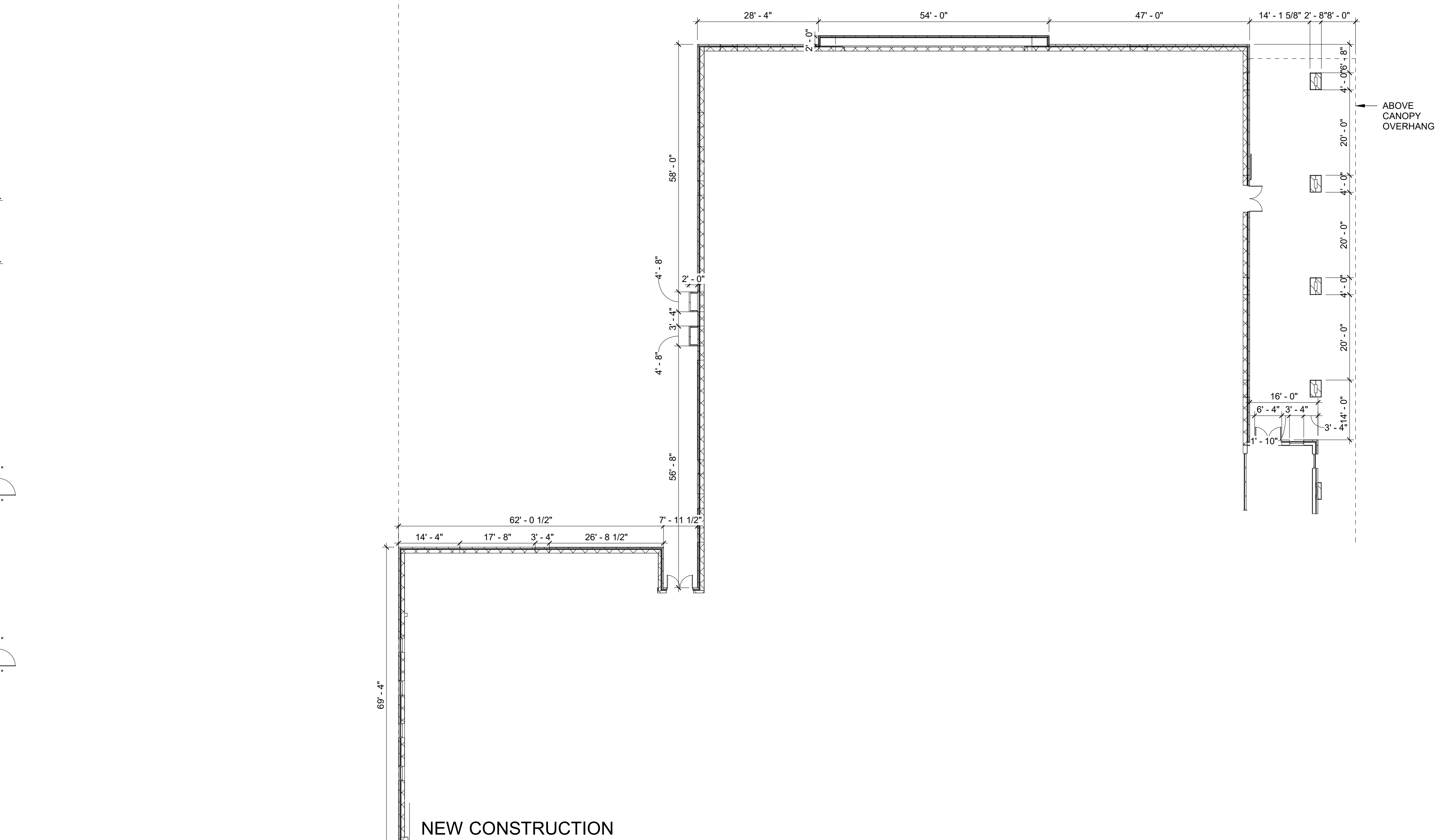
MATERIAL LEGEND	
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY

MATERIAL CALCULATION TABLE - GYM				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	8439 S.F.	9481 S.F.	8370 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	7784 S.F. 92%	7134 S.F. 75%	8188 S.F. 88%	N/A
DOORS AND WINDOWS SQ. FT.	655 S.F. 8%	2327 S.F. 25%	185 S.F. 2%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	7000 S.F.	4767 S.F.	7878 S.F.	N/A
STONE SQ. FT.	N/A	2057 S.F.	264 S.F.	N/A
STUCCO SQ. FT.	784 S.F.	310 S.F.	43 S.F.	N/A





NEW CONSTRUCTION EXISTING EXISTING NEW CONSTRUCTION



NEW CONSTRUCTION EXISTING

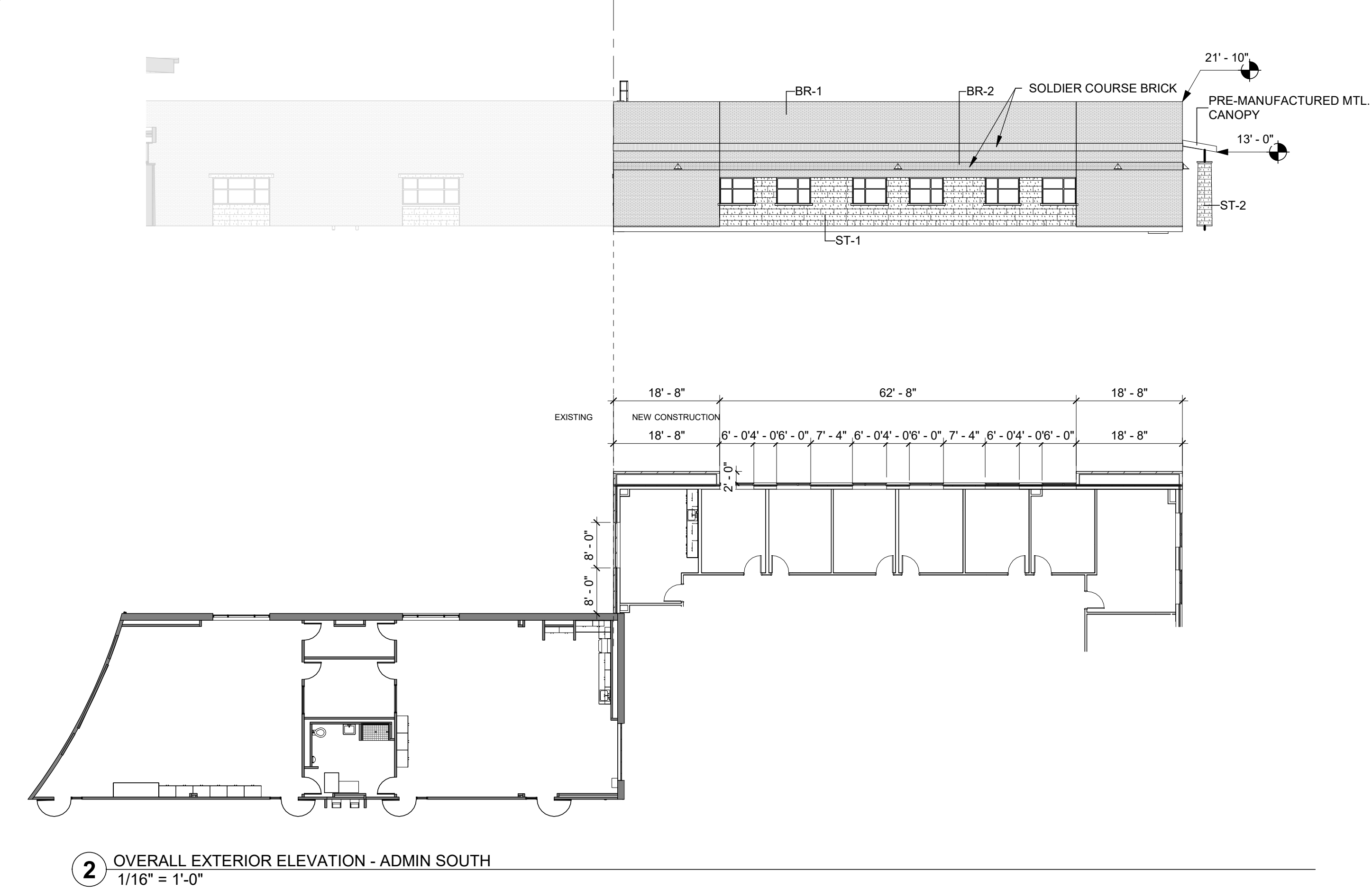
NEW CONSTRUCTION EXISTING

MATERIAL CALCULATION TABLE - GYM				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	8439 S.F.	9461 S.F.	8370 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	7784 S.F. 92%	7134 S.F. 75%	6185 S.F. 88%	N/A
DOORS AND WINDOWS SQ. FT.	655 S.F. 8%	2327 S.F. 25%	185 S.F. 2%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	7000 S.F.	4767 S.F.	7878 S.F.	N/A
STONE SQ. FT.	N/A	2057 S.F.	264 S.F.	N/A
STUCCO SQ. FT.	784 S.F.	310 S.F.	43 S.F.	N/A

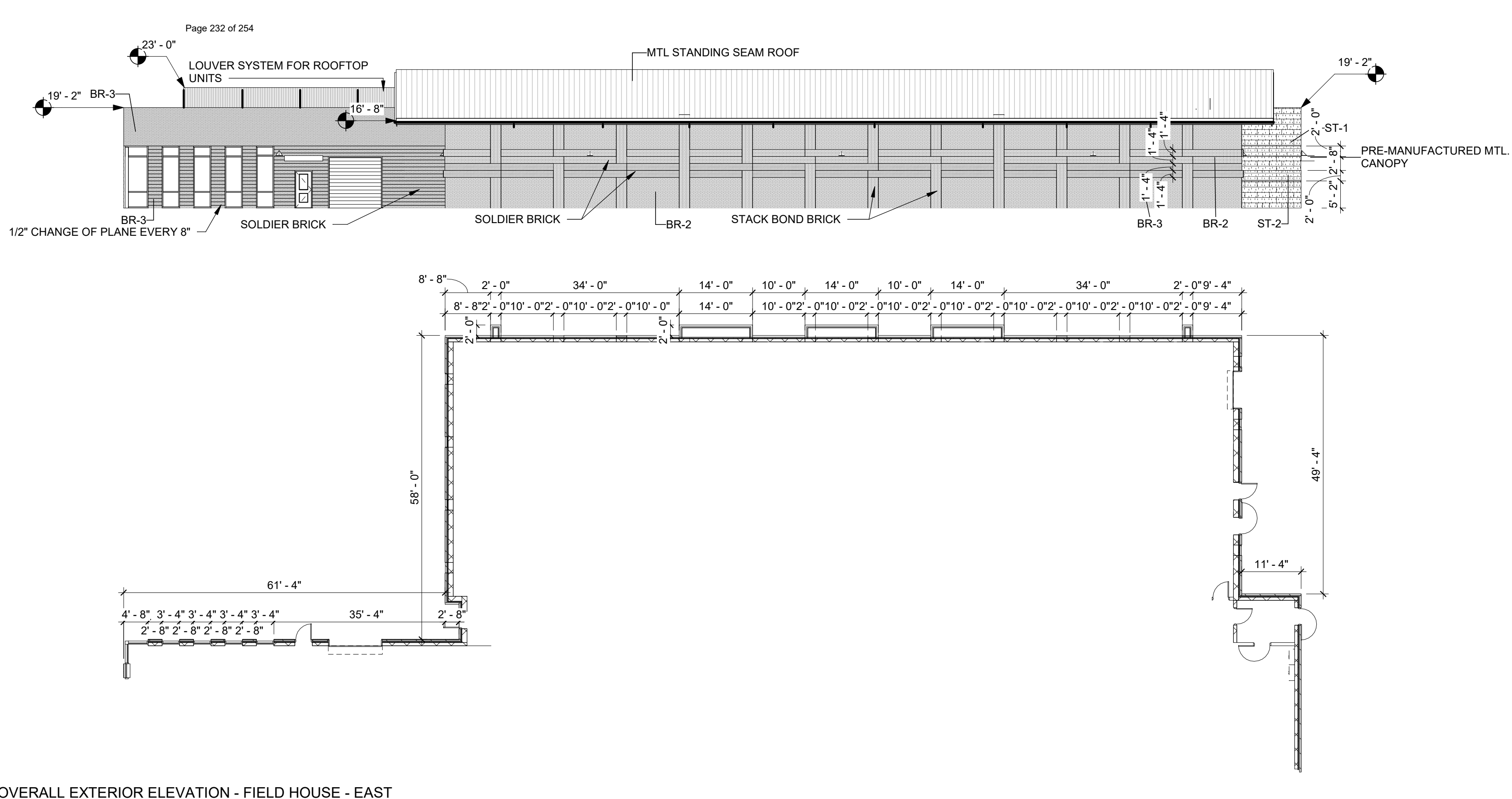
- NOTES:
- NEW CONSTRUCTION GLASS WILL MATCH EXISTING GLASS
 - NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
 - METAL SOFFITS/ METAL STANDING SEAM ROOFS TO MATCH EXISTING
 - THE HEIGHT OF PARAPETS WILL COMPLETELY SCREEN THE MECHANICAL EQUIPMENT
 - ANY EXTERNAM ELECTRICAL PANELS WILL BE PAINTED/ TEXTURED TO MATCH THE MATERIAL AND COLOR OF THE BUILDING

MATERIAL CALCULATION TABLE-FINE ARTS				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	12804 S.F.	5693 S.F.	18494 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	9671 S.F. 77%	5578 S.F. 98%	17840 S.F. 97%	N/A
DOORS AND WINDOWS SQ. FT.	2933 S.F. 23%	115 S.F. 2%	654 S.F. 3%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	6832 S.F.	2446 S.F.	12441 S.F.	N/A
STONE SQ. FT.	2272 S.F.	3132 S.F.	2035 S.F.	N/A
STUCCO SQ. FT.	767 S.F.	0 S.F.	3364 S.F.	N/A

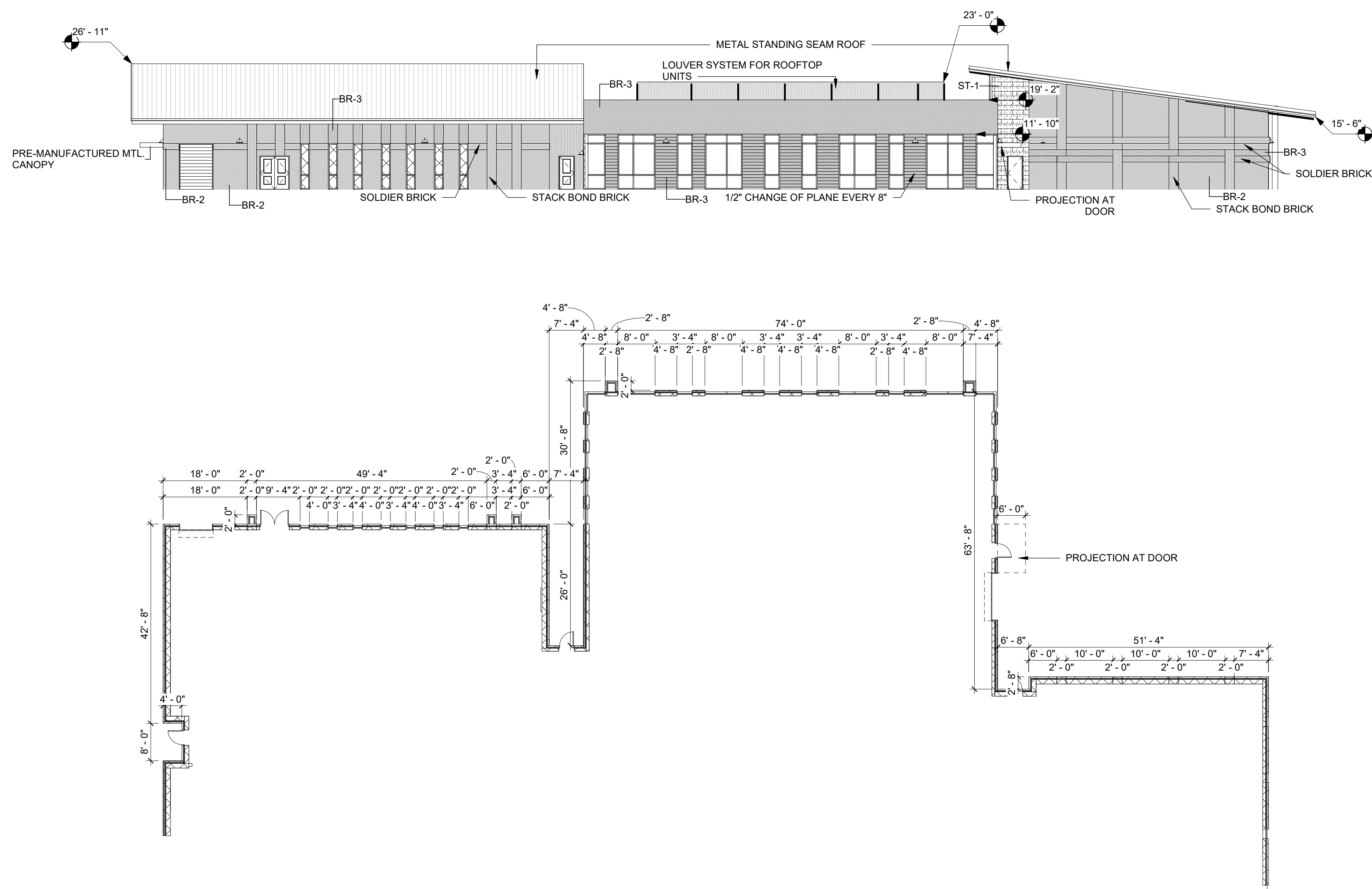
MATERIAL LEGEND	
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"x8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY



2 OVERALL EXTERIOR ELEVATION - ADMIN SOUTH
1/16" = 1'-0"

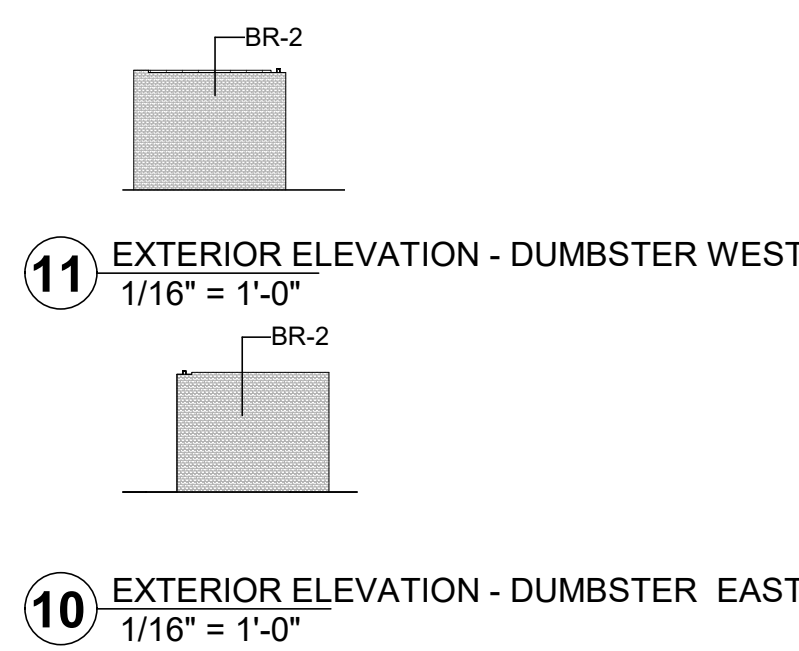


7 OVERALL EXTERIOR ELEVATION - FIELD HOUSE - EAST
1/16" = 1'-0"

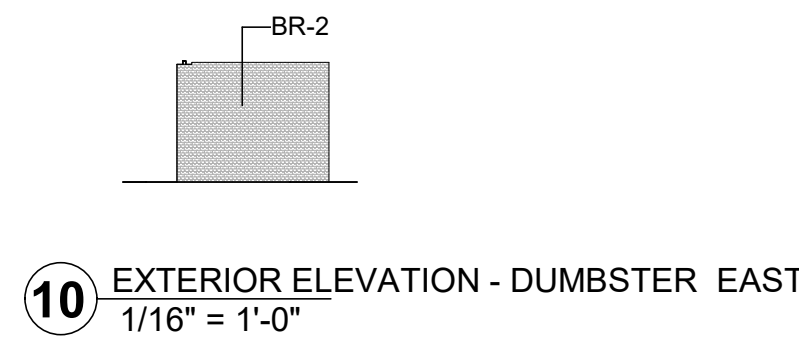


5 OVERALL EXTERIOR ELEVATION - FIELD HOUSE - SOUTH
1/16" = 1'-0"

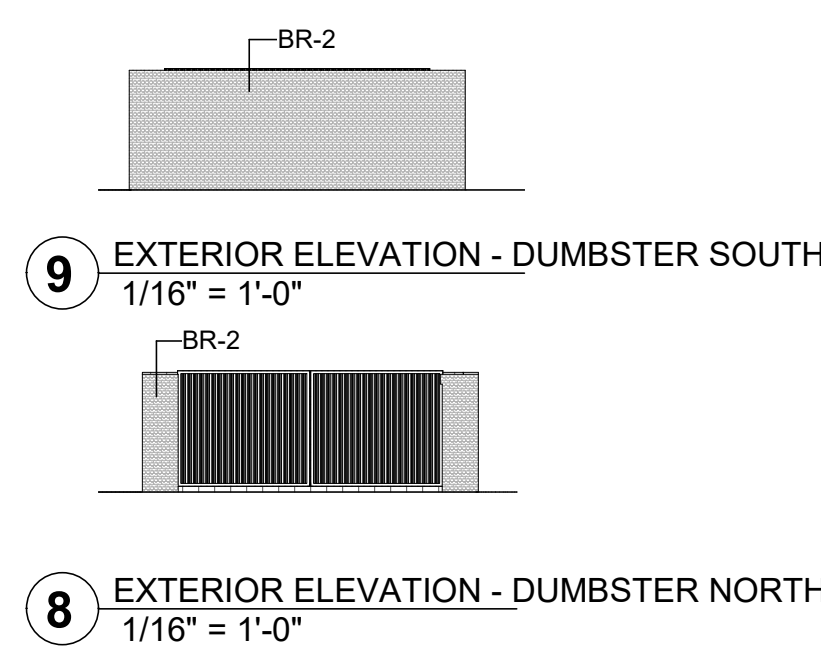
- NOTES:
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 - NEW MULLIONS WILL MATCH EXISTING MULLION COLOR
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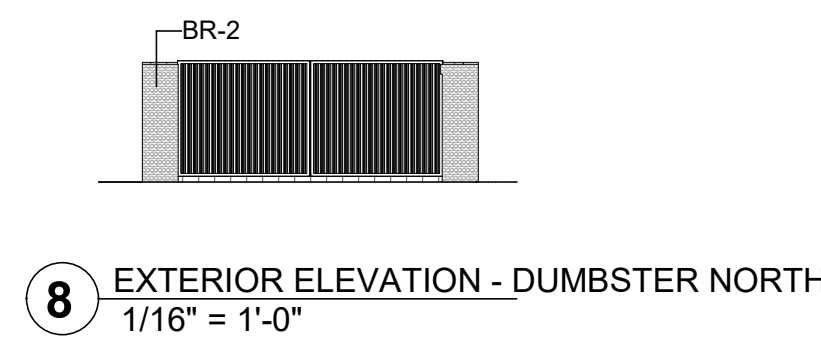
11 EXTERIOR ELEVATION - DUMBSTER WEST
1/16" = 1'-0"



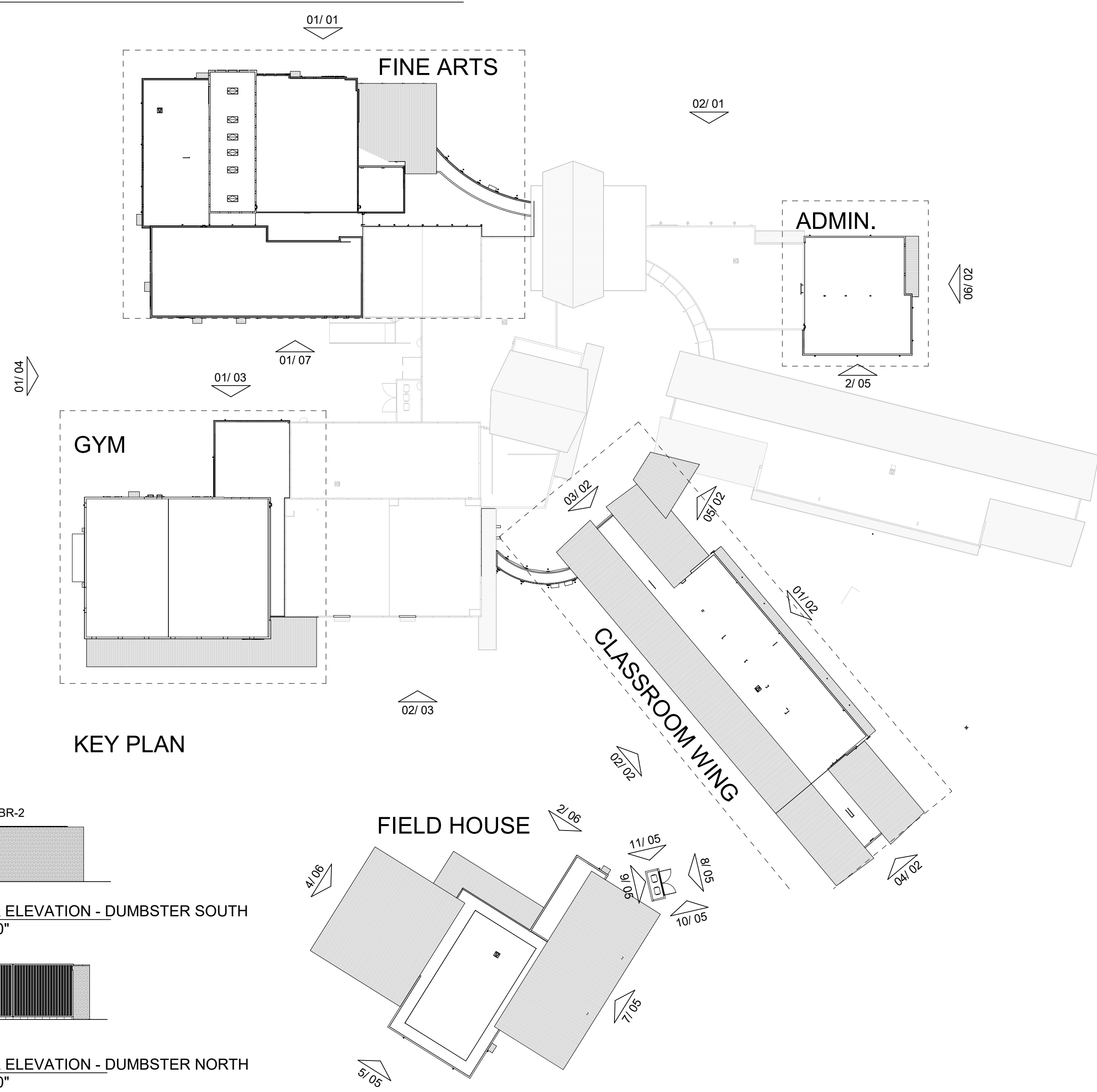
10 EXTERIOR ELEVATION - DUMBSTER EAST
1/16" = 1'-0"



9 EXTERIOR ELEVATION - DUMBSTER SOUTH
1/16" = 1'-0"



8 EXTERIOR ELEVATION - DUMBSTER NORTH
1/16" = 1'-0"

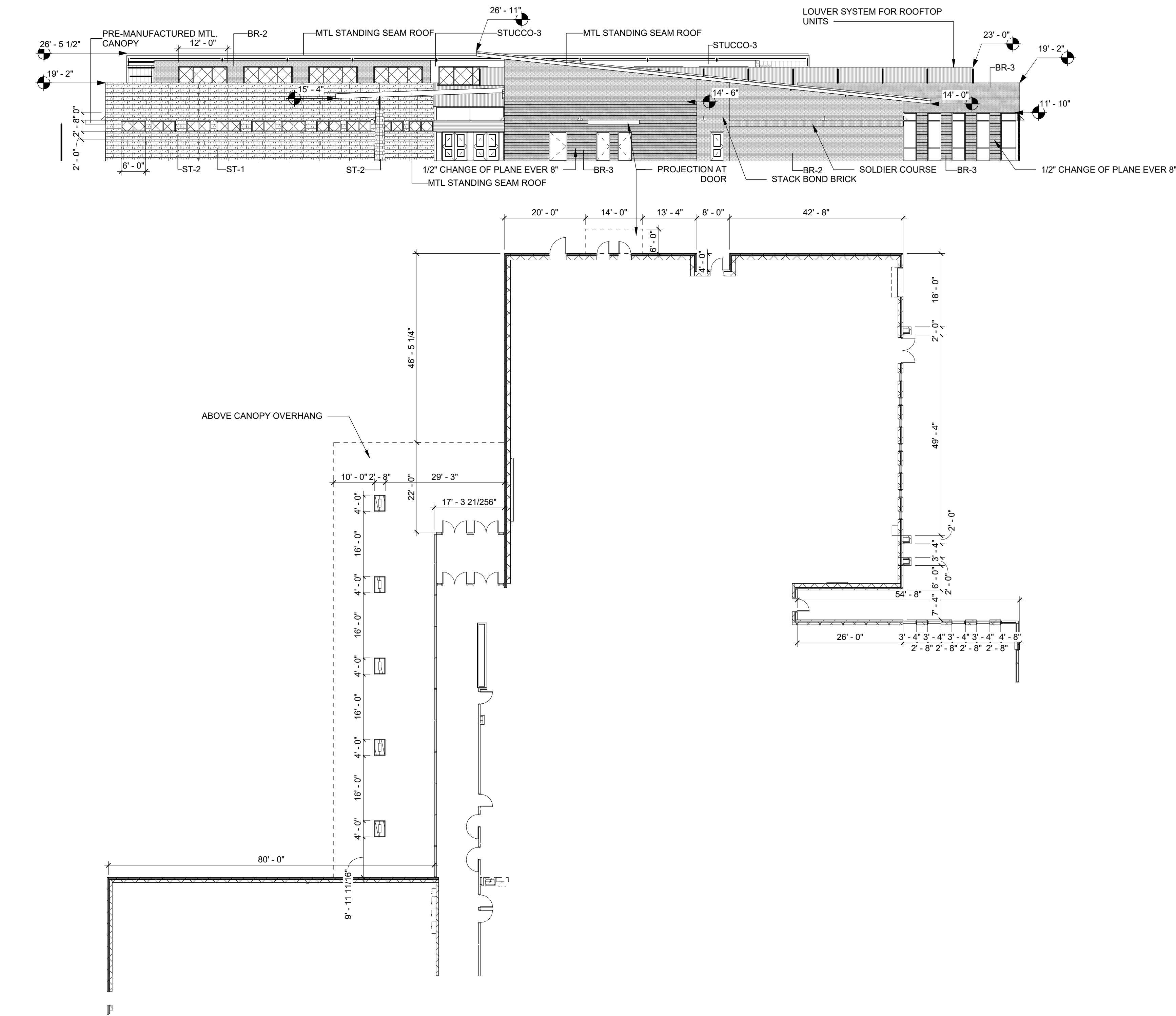


KEY PLAN

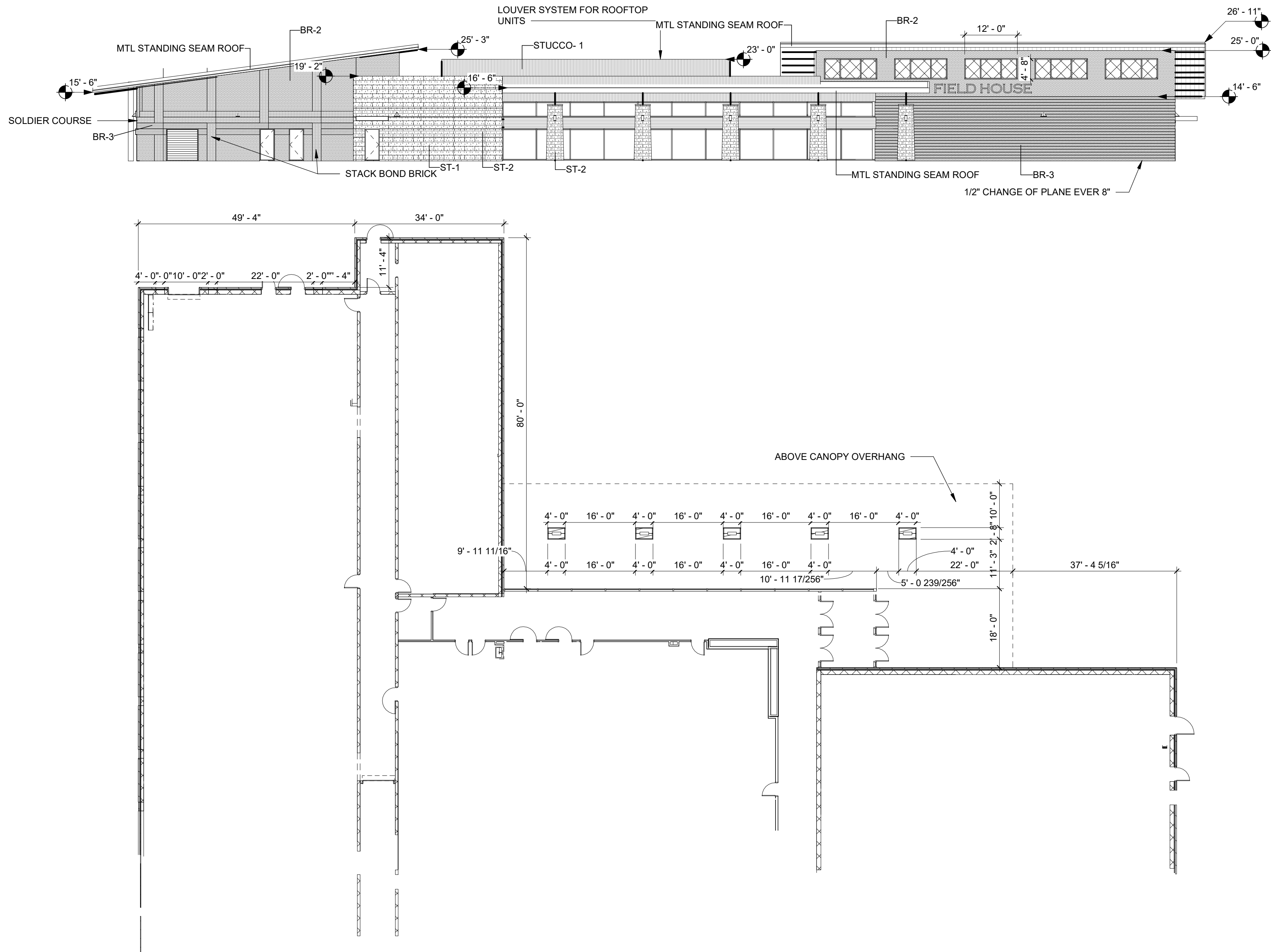
MATERIAL LEGEND	
BR-1	ACME: CREMELLO 352
BR-2	ACME: BLEND 1/3 WEATHERFORD GRAY, 1/3 DOVETAIL, 1/3 PEWTER GRAY
BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
STUCCO-1	PAINTED STUCCO - LIGHT GREY
STUCCO-2	PAINTED STUCCO - MEDIUM GREY
STUCCO-3	PAINTED STUCCO - DARK GREY

MATERIAL CALCULATION TABLE - FLD HS				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	5198 S.F.	4165 S.F.	3898 S.F.	5157 S.F.
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	4016 S.F. 77%	3222 S.F. 77%	3451 S.F. 89%	4480 S.F. 87%
DOORS AND WINDOWS SQ. FT.	1182 S.F. 23%	943 S.F. 23%	447 S.F. 11%	707 S.F. 13%
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	100%
BRICK SQ. FT.	2405 S.F.	3222 S.F.	3252 S.F.	2414 S.F.
STONE SQ. FT.	867 S.F.	N/A	199 S.F.	1391 S.F.
STUCCO SQ. FT.	744 S.F.	N/A	N/A	645 S.F.

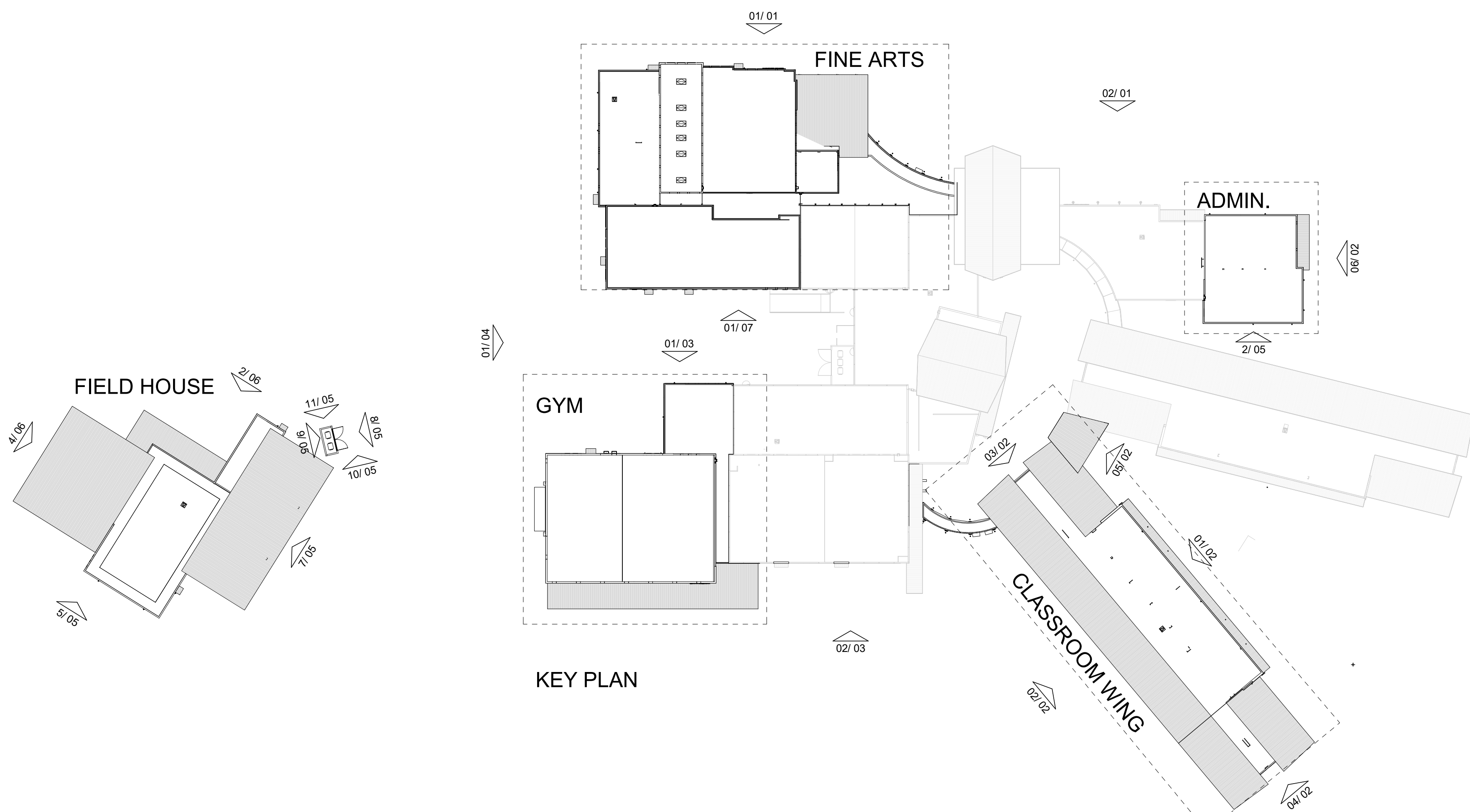
MATERIAL CALCULATION TABLE - ADMIN				
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	2044 S.F.	2213 S.F.	2373 S.F.	N/A
FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	1855 S.F. 91%	2048 S.F. 93%	2141 S.F. 90%	N/A
DOORS AND WINDOWS SQ. FT.	189 S.F. 9%	165 S.F. 7%	232 S.F. 10%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	1420 S.F.	1651 S.F.	1745 S.F.	N/A
STONE SQ. FT.	435 S.F.	397 S.F.	396 S.F.	N/A
STUCCO SQ. FT.	0 S.F.	0 S.F.	0 S.F.	N/A



4 OVERALL EXTERIOR ELEVATION - FIELD HOUSE - WEST
1/16" = 1'-0"



2 OVERALL EXTERIOR ELEVATION - FIELD HOUSE - NORTH
1/16" = 1'-0"



KEY PLAN

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MATERIAL LEGEND

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BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
ST-2	ACME: OKLAHOMA, MULTICOLOR, QUARRY CHOPPED, ASHLAR 4"-8"
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STUCCO-2	PAINTED STUCCO - MEDIUM GREY
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MATERIAL CALCULATION TABLE - FLD HS

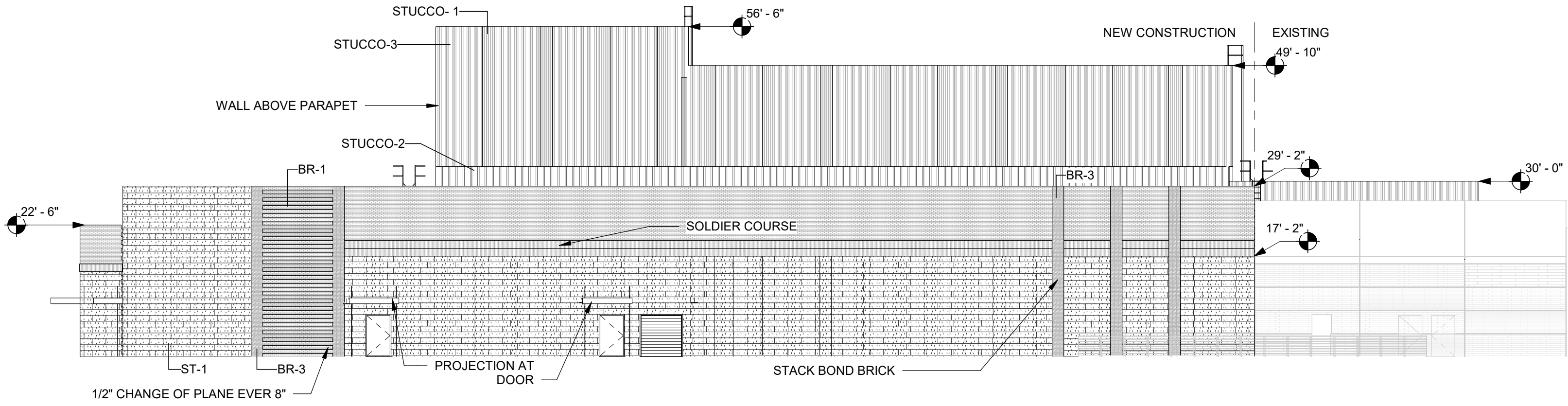
	NORTH	SOUTH	EAST	WEST
TOTAL FACADE SQUARE FOOTAGE	5198 S.F.	4165 S.F.	3898 S.F.	5157 S.F.
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	77%	77%	89%	87%
DOORS AND WINDOWS SQ. FT.	1182 S.F. 23%	943 S.F. 23%	447 S.F. 11%	707 S.F. 13%
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	100%
BRICK SQ. FT.	2405 S.F.	3222 S.F.	3252 S.F.	2414 S.F.
STONE SQ. FT.	867 S.F.	N/A	199 S.F.	1391 S.F.
STUCCO SQ. FT.	744 S.F.	N/A	N/A	645 S.F.



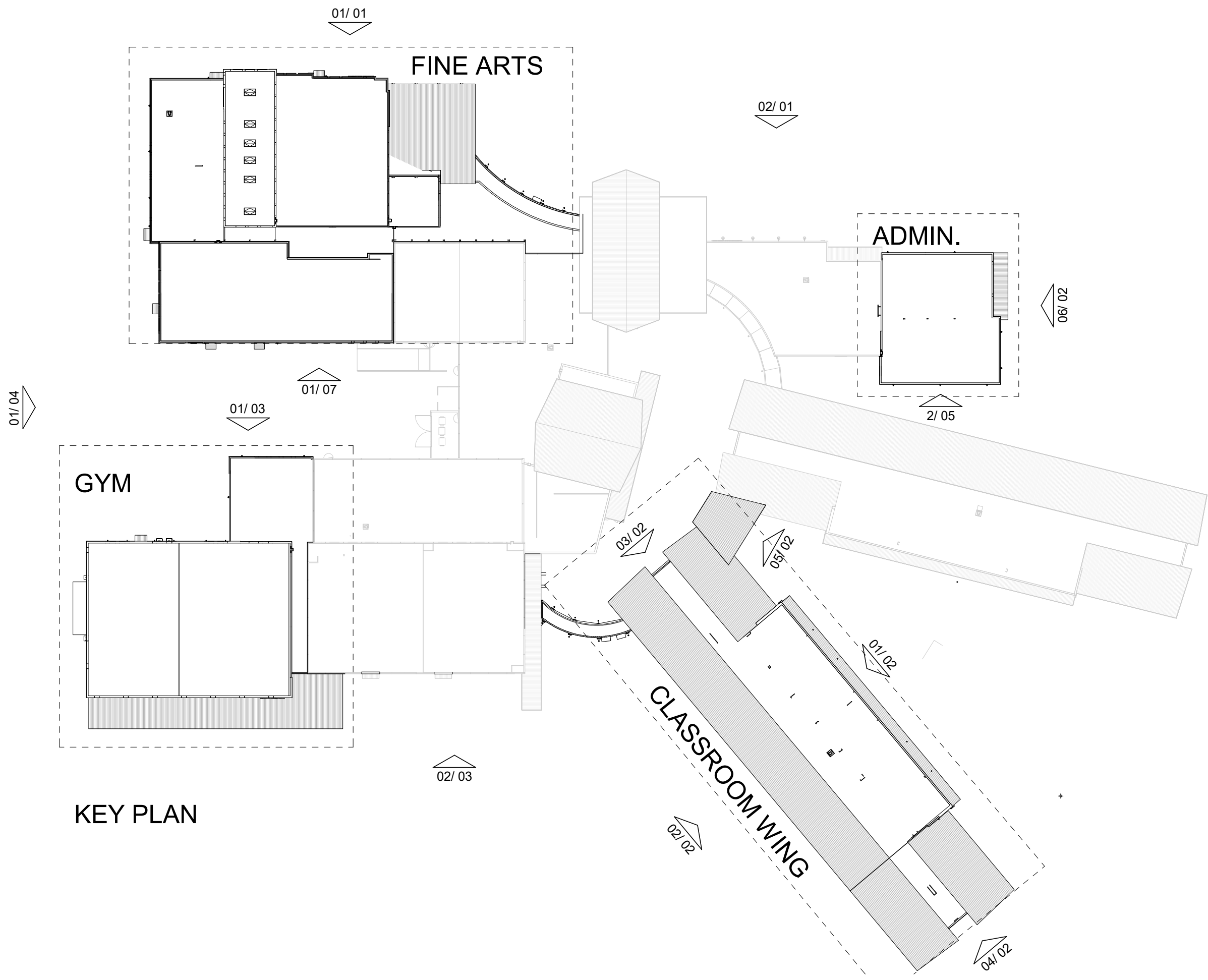
MATERIAL LEGEND	
BR-1	ACME: CREMELLO 352
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BR-3	ACME: CHARCOL GRAY
ST-1	ACME: CHOPPED, 8" HIGH, SAW CUT
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MATERIAL CALCULATION TABLE-FINE ARTS				
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FACED SQUARE FOOTAGE (EXCLUSIVE OF DOORS/WINDOWS)	9871 S.F. 77%	5578 S.F. 98%	17840 S.F. 97%	N/A
DOORS AND WINDOWS SQ. FT.	2933 S.F. 23%	115 S.F. 2%	654 S.F. 3%	N/A
PRIMARY MASONRY TOTALS (%)	100%	100%	100%	N/A
BRICK SQ. FT.	6832 S.F.	2446 S.F.	12441 S.F.	N/A
STONE SQ. FT.	2272 S.F.	3132 S.F.	2035 S.F.	N/A
STUCCO SQ. FT.	767 S.F.	0 S.F.	3364 S.F.	N/A



01 OVERALL EXTERIOR ELEVATION - FINE ARTS SOUTH
1/16" = 1'-0"



KEY PLAN



RAMSEY LANDSCAPE ARCHITECTS, LLC

11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

ARGYLE PHASE 2 HIGH SCHOOL
6601 CANYON FALLS DR., FLOWER MOUND, TX
LANDSCAPE PLAN AREA 'C'

ISSUES/
REVISIONS

DATE: 03/29/2019
SCALE: 1"=40'

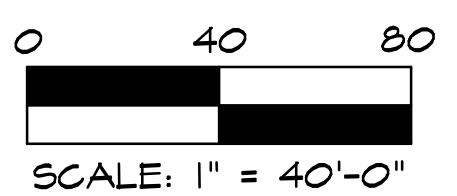
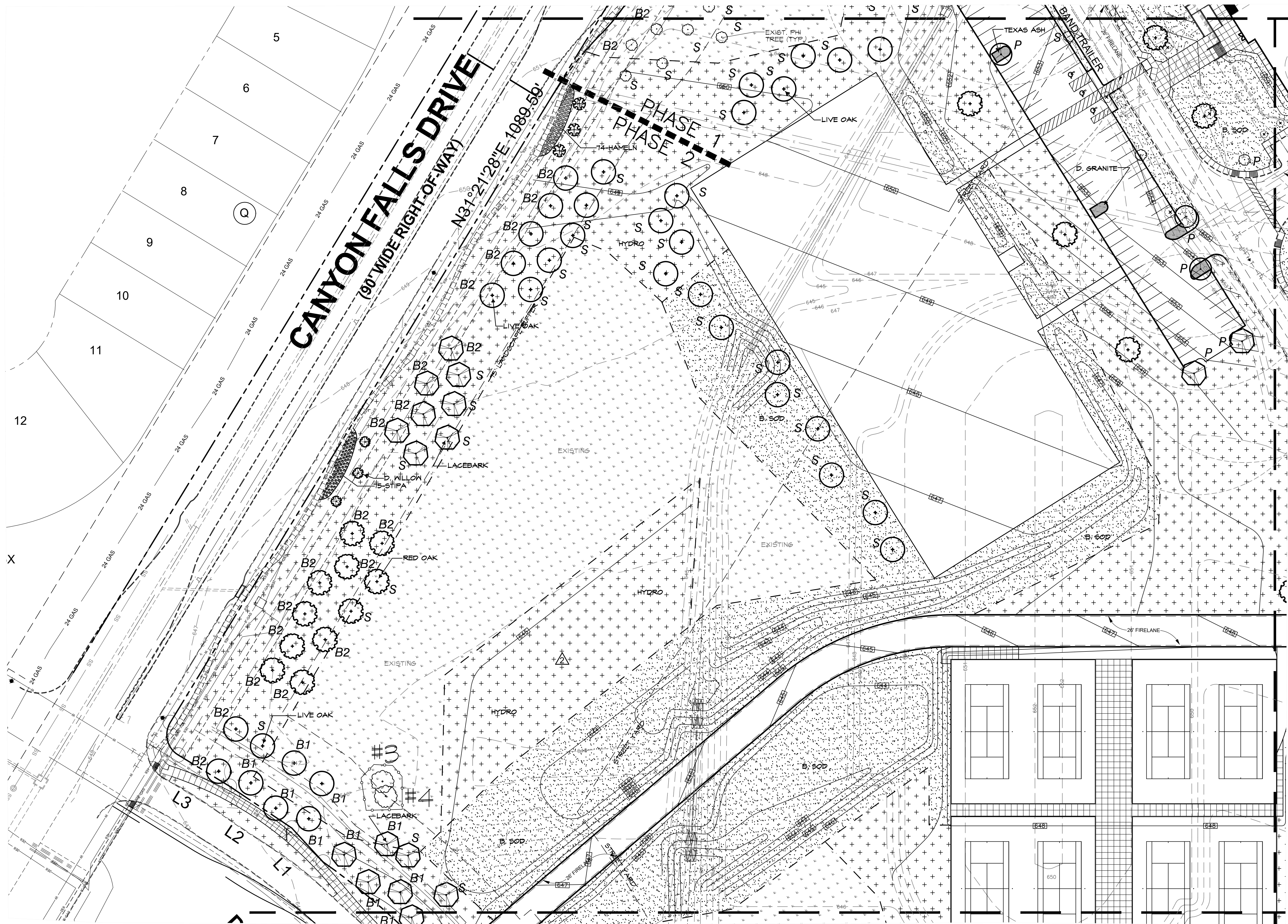
SHEET No.

L 4

MATCHLINE SEE SHEET L 2

MATCHLINE SEE SHEET L 5

MATCHLINE SEE SHEET L 7

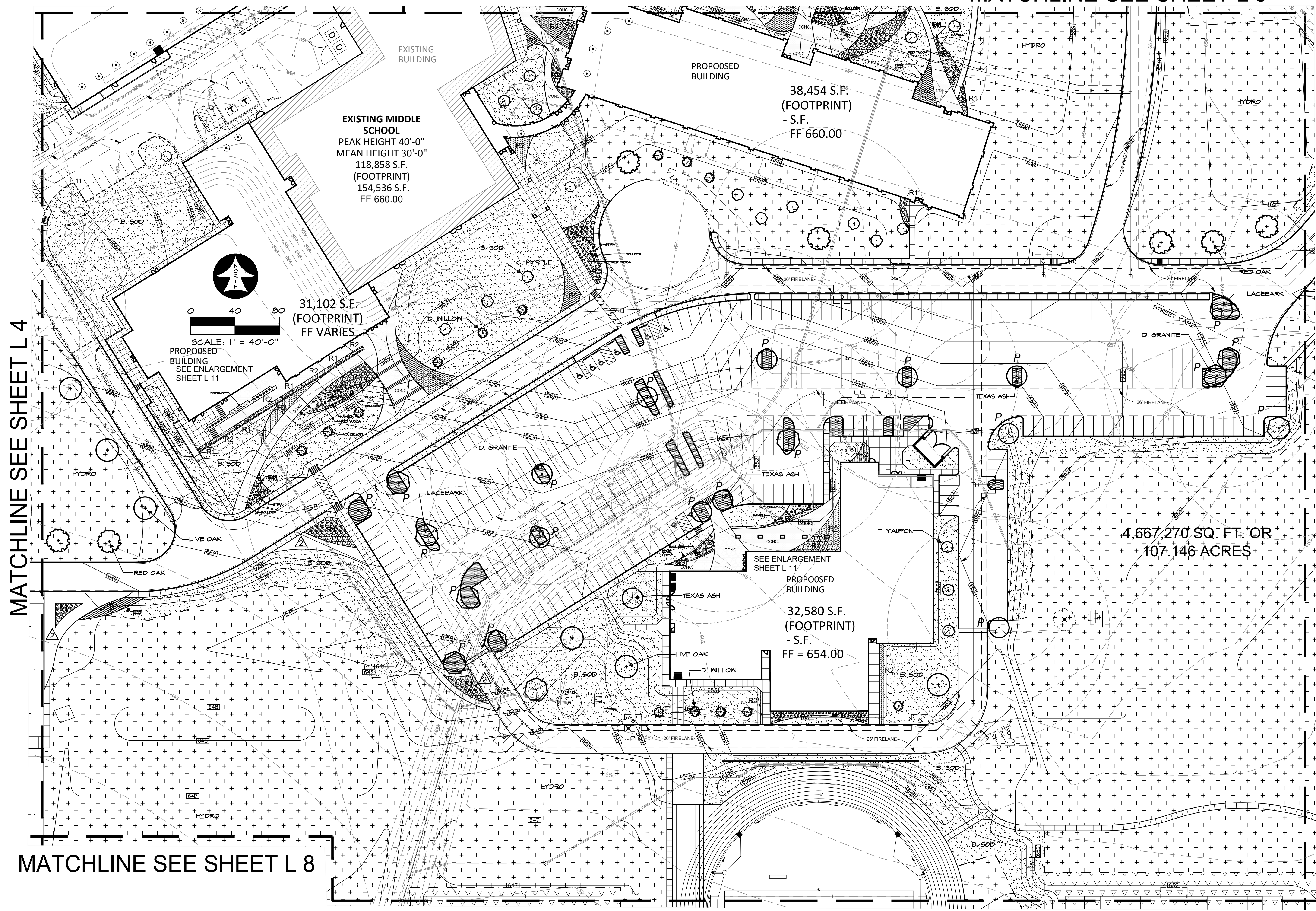


MATCHLINE SEE SHEET L 4

MATCHLINE SEE SHEET L 8

MATCHLINE SEE SHEET L 3

MATCHLINE SEE SHEET L 6



RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (972) 335-0899
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

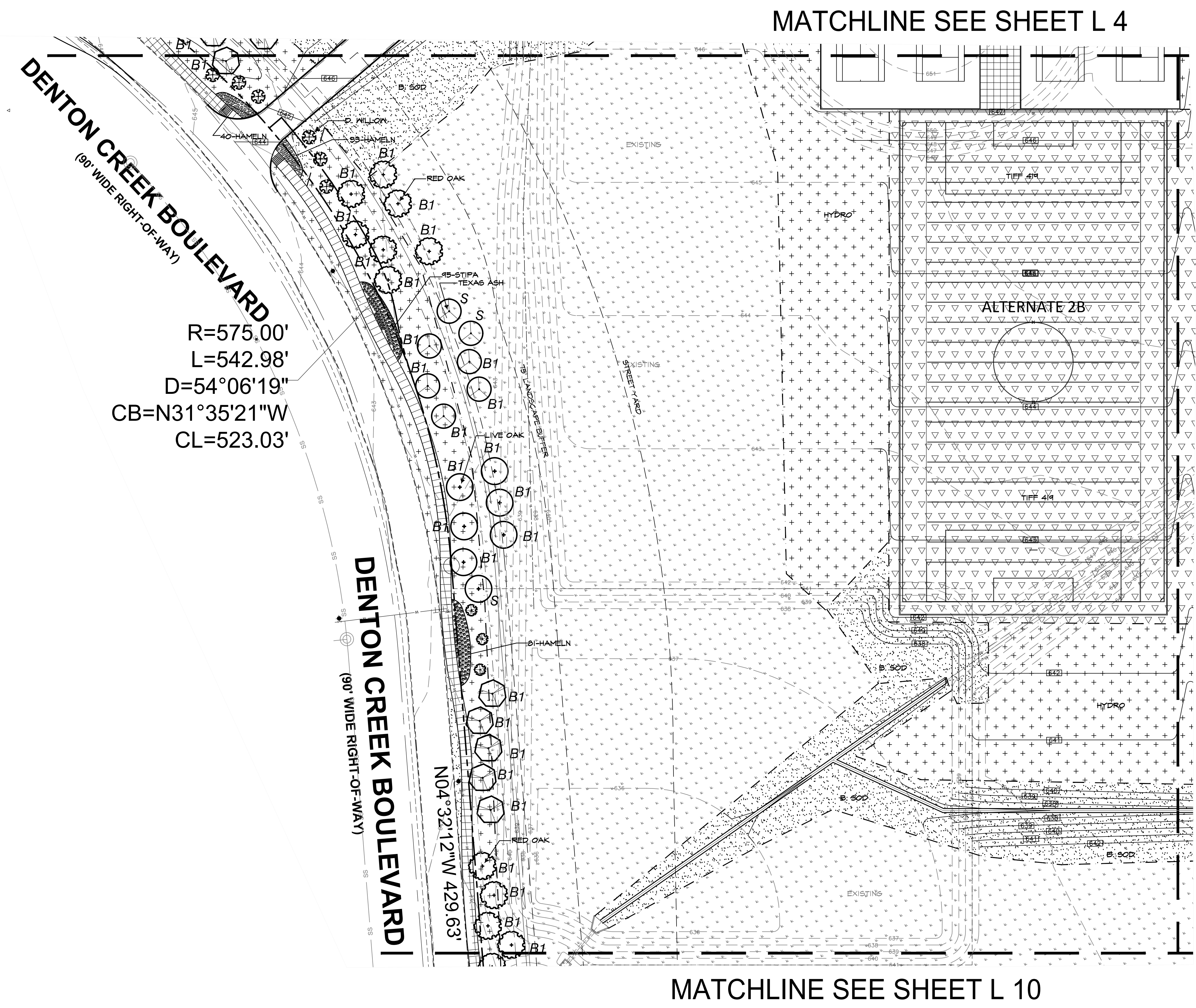
ARGYLE PHASE 2 HIGH SCHOOL
6601 CANYON FALLS DR., FLOWER MOUND, TX
LANDSCAPE PLAN AREA 'D'



ISSUES/ REVISIONS	

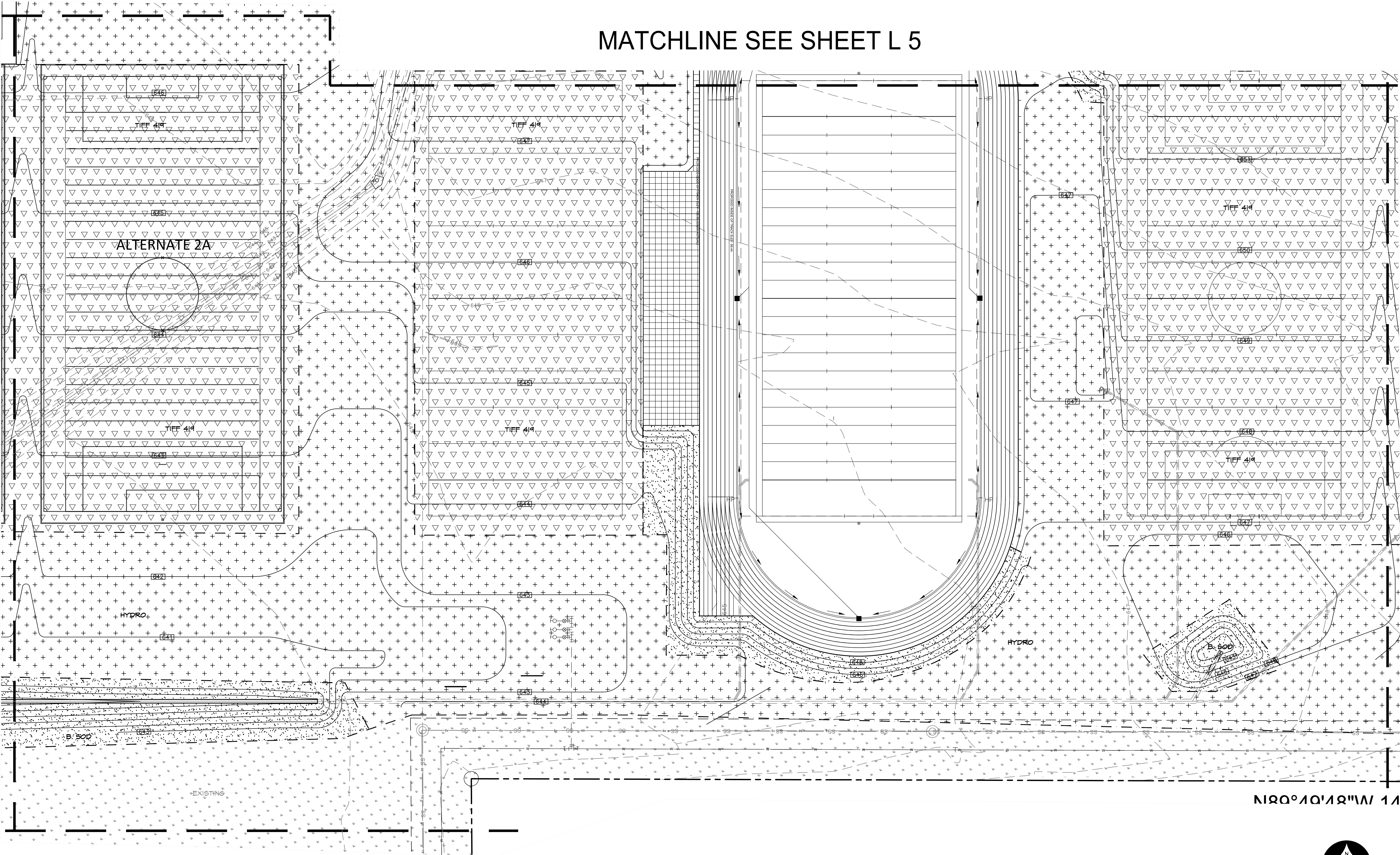
DATE: 03/29/2019
SCALE: 1"=40'

SHEET No.
L 5

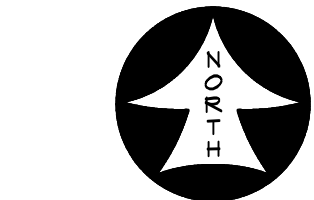


MATCHLINE SEE SHEET L 7

MATCHLINE SEE SHEET L 5



N180°10'18"W 1/4



0 40 80
SCALE: 1" = 40'-0"

MATCHLINE SEE SHEET L 9

ARGYLE PHASE 2 HIGH
SCHOOL
6601 CANYON FALLS DR., FLOWER MOUND, TX
LANDSCAPE PLAN AREA 'G'



ISSUES/ REVISIONS

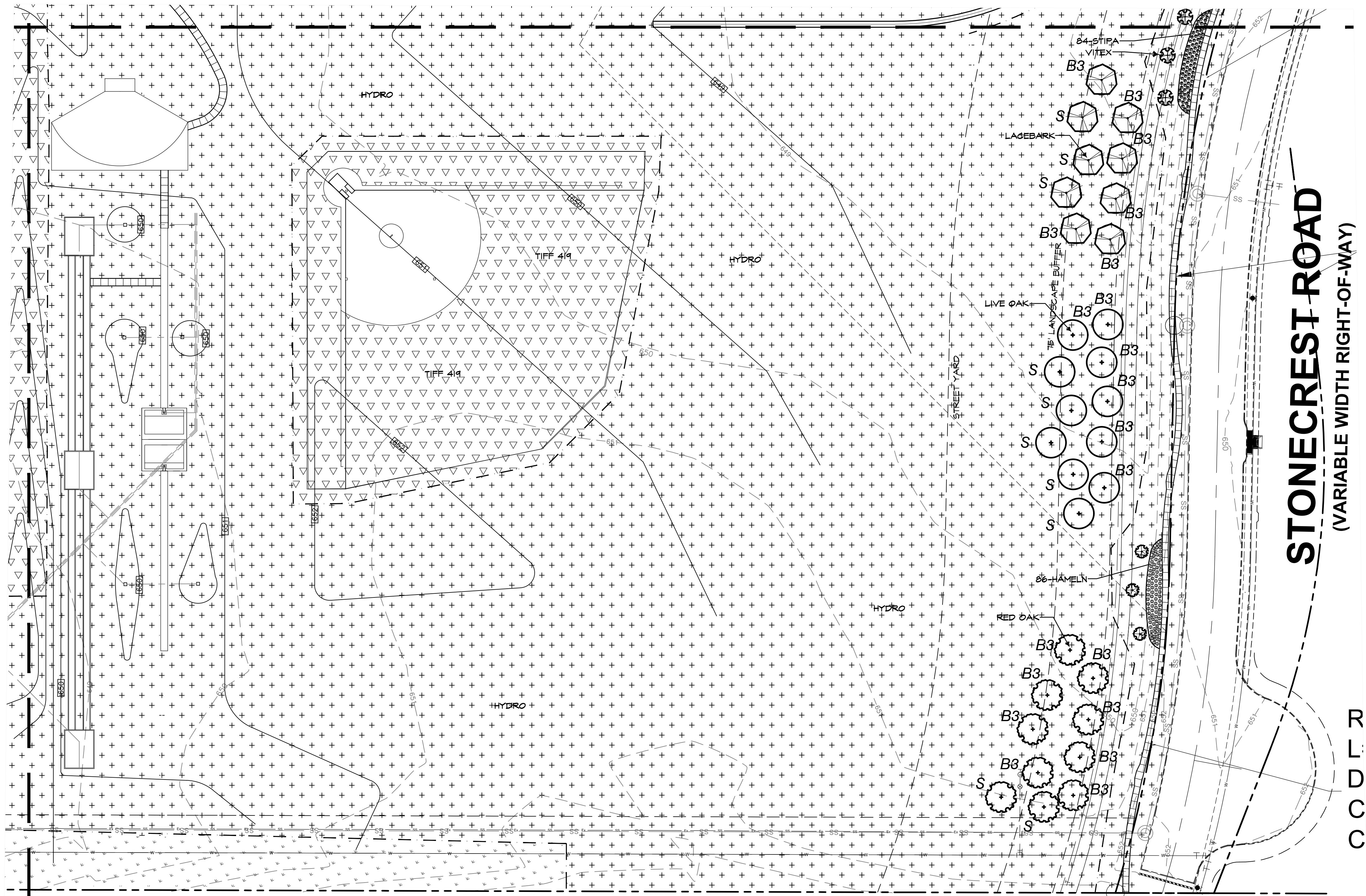
DATE: 03/29/2019
SCALE: 1"=40'

SHEET No.

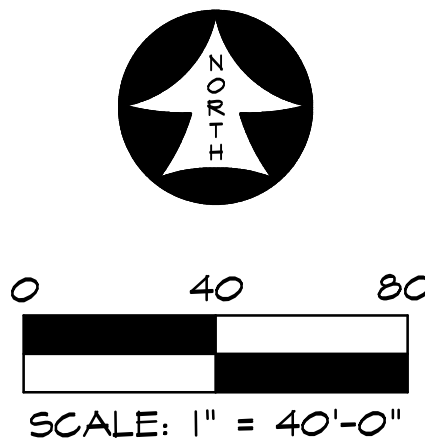
L 8

RAMSEY LANDSCAPE ARCHITECTS, LLC
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FRISCO, TEXAS 75035
PHONE (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

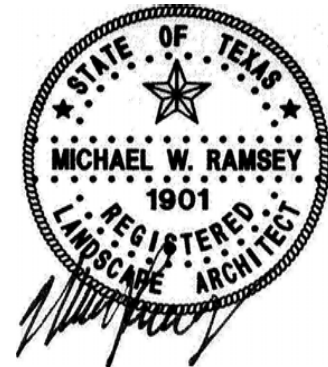
MATCHLINE SEE SHEET L 8



/ 1482.42'



ARGYLE PHASE 2 HIGH
SCHOOL
6601 CANYON FALLS DR., FLOWER MOUND, TX
LANDSCAPE PLAN AREA 'H'



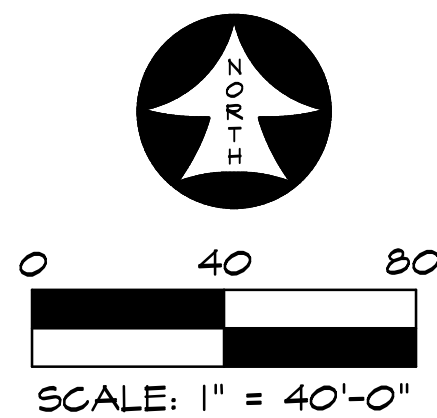
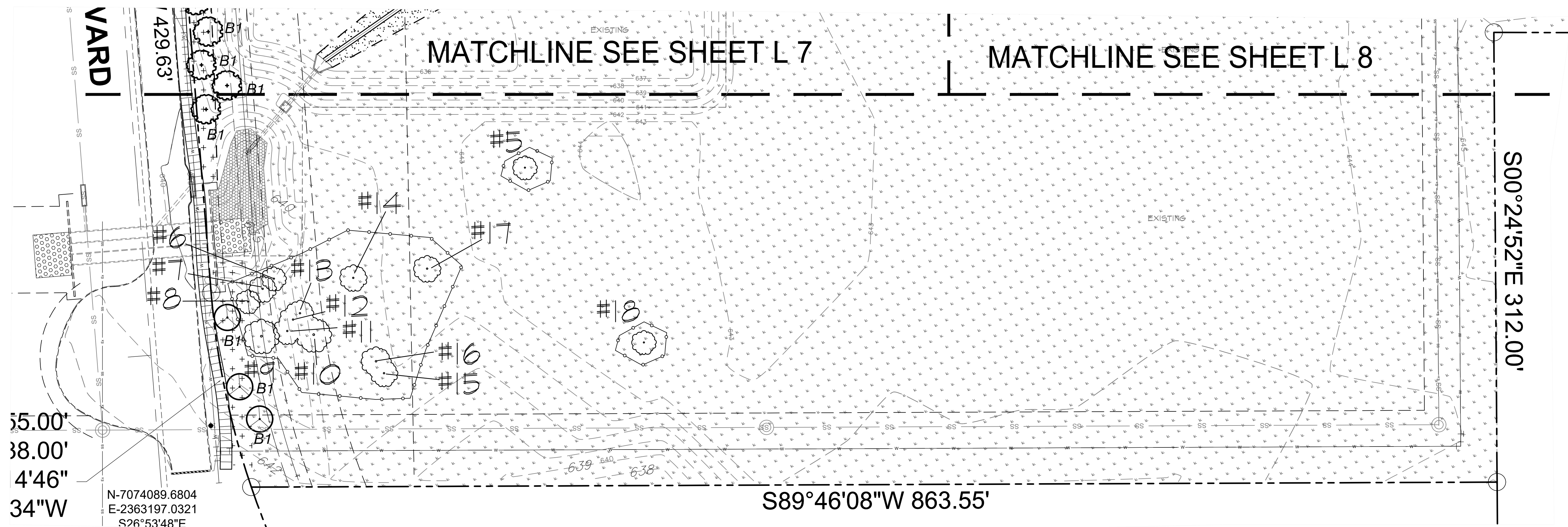
ISSUES/ REVISIONS

DATE: 03/29/2019
SCALE: 1"=40'

SHEET No.

L 9

RAMSEY LANDSCAPE ARCHITECTS, LLC
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FRISCO, TEXAS 75035
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EMAIL: MIKE.RLA@ATT.NET

ARGYLE PHASE 2 HIGH
SCHOOL
6601 CANYON FALLS DR., FLOWER MOUND, TX
LANDSCAPE PLAN AREA 'I'



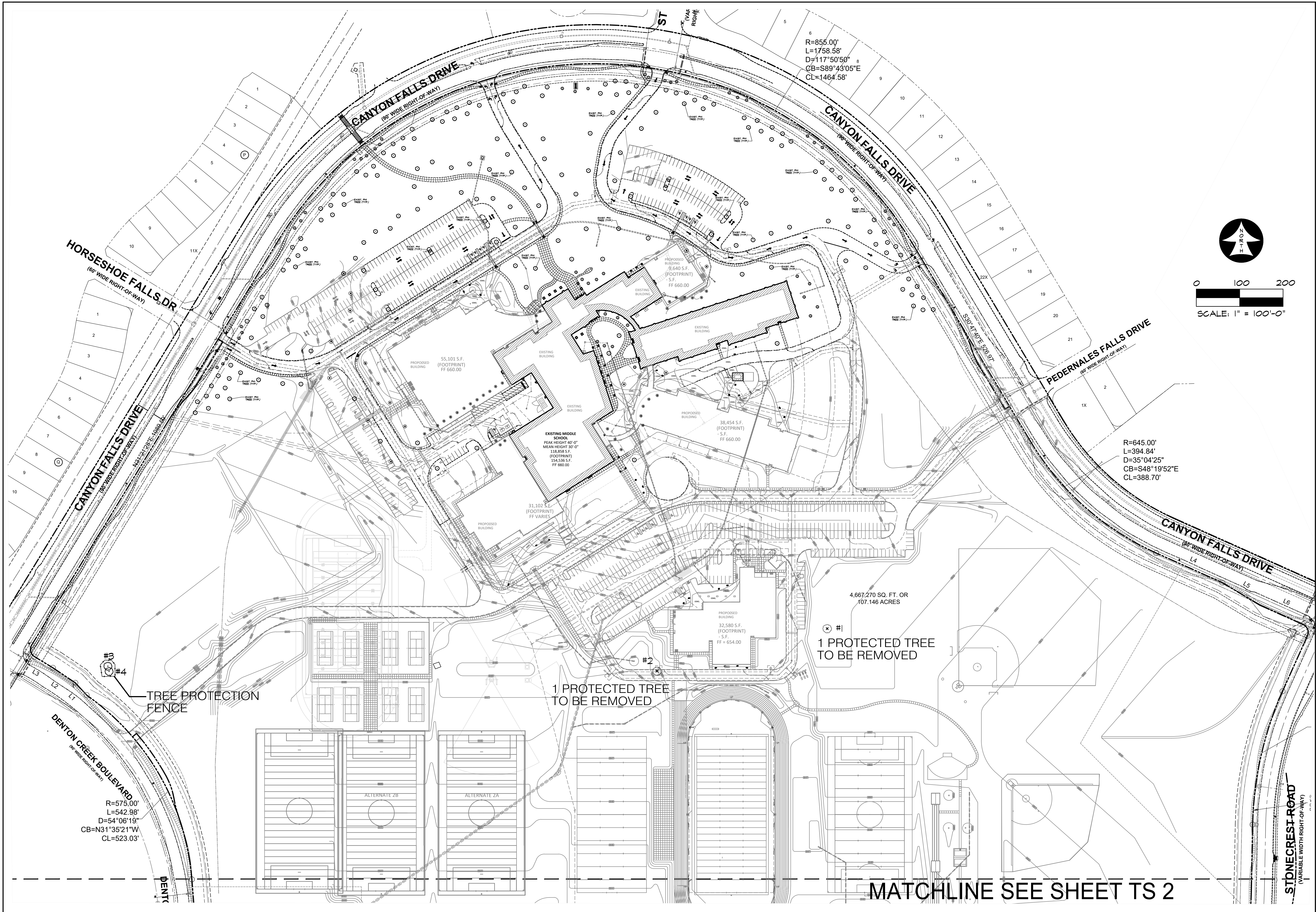
ISSUES/
REVISIONS

DATE: 03/29/2019

SCALE: 1"=40'

SHEET No.

L 10



ARGYLE PHASE 2 HIGH SCHOOL
6601 CANYON FALLS DR., FLOWER MOUND, TX
TREE SURVEY NORTH

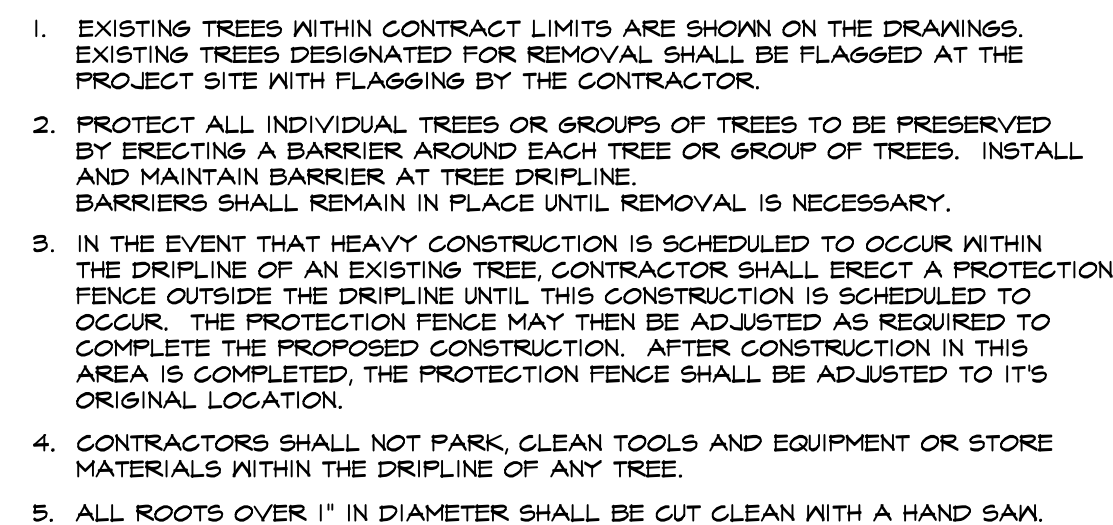
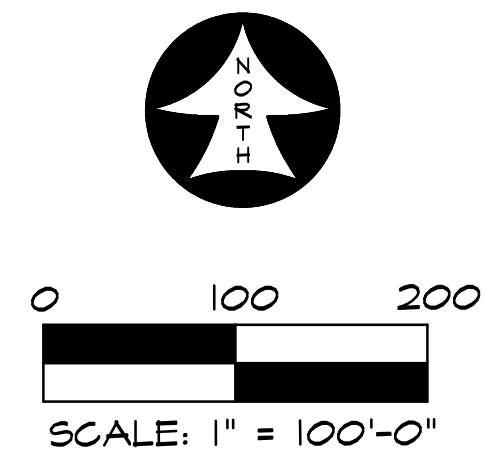


ISSUES/ REVISIONS

DATE: 03/29/2019
SCALE: 1"=100'

SHEET No.

TS 1



SCALE: N.T.S.

RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
PHONE (972) 335-0889
FAX (469) 362-5433
EMAIL: MIKE.RLA@ATT.NET

**ARGYLE PHASE 2 HIGH
SCHOOL**
6601 CANYON FALLS DR., FLOWER MOUND, TX
TREE SURVEY SOUTH

ISSUES/
REVISIONS

SCALE: 1"=100

SHEET No.

TS 2

Town Council Future Agenda Items



SCHEDULED	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	Presentation	Presentation regarding Mutual Aid Services provided by the Town
		Consent	FM 2499 Street Name Change.
		Consent	Approval to purchase firefighting and rescue equipment for the new Pierce Ascendant 107' Ladder Truck from Municipal Emergency Services in the amount of \$124,519.33.
		Consent	Grady Court Reconstruction - Testing Award.
		Consent	Grady Court Reconstruction - Construction Award.
		Consent	Consider approval of the purchase and installation of a fire station alerting system in the amount of \$358,306.46.
		Consent	Gibson Grant Log House CMR.
		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).

SCHEDULED	8/19/2019	Regular	Public Hearing to consider an ordinance amending the Land Development Regulations (LDR19-0005 - Extended Stay Hotels) by amending Section 98-2, entitled "Definitions" of the Town's Code of Ordinances, to expand the definition for Hotel or motel and add a definition for Extended stay hotel; by adding Section 98-1003, entitled "Hotel or motel" of the Town's Code of Ordinances, to add provisions and requirements for Hotel or motel developments; by adding Section 98-1004 entitled "Extended Stay Hotels" of the Town's Code of Ordinances, to add provisions and additional requirements for Extended Stay Hotel developments; by adding Section 98-954, entitled "Automatic Renewals" of the Town's Code of Ordinances, to add provisions and requirements for the automatic renewal of specific use permits; by amending Chapter 98, Article III, District Regulations, to add "Extended stay hotel" as a use allowed with the approval of a specific use permit in the following districts: O, C-2, I-1, I-2, WR, REC, CC, and CI; by amending Section 98-952 entitled "Use Classification" of the Town's Code of Ordinances, to add Extended stay hotel to the Schedule of Use Regulations Chart as a use allowed with the approval of a specific use permit in the districts listed above and also allowed by right in a PD district, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval/denial by a vote of 0 to 0 at its August 12, 2019, meeting.)
		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.
		Regular	Public Hearing to consider approval on first of two readings of amendment to current franchise agreement of rate increase for recycling services, as requested by Allied Waste Services of Forth Worth, LLC DBD Republic Services, in addition to already contracted 2.6% CPI adjustment effective October 1, 2019.
		Regular	Public Hearing to consider a request for a Master Plan Amendment (MPA19-0002 – Canyon Falls) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation of Canyon Falls development within the Denton Creek District Area Plan from Medium Density Residential uses to Open Space and from Open Space to Medium Density Residential uses on certain tracts of land, located between and around Village 10B and Village 12. The property is generally located north of Cross Timbers Road and between Interstate 35W and U.S. 377, 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 denial by a vote of 5 to 0 at its July 22, 2019, meeting.)

SCHEDULED	8/19/2019	Regular	Public Hearing to consider a request for rezoning (ZPD19-0007 - Canyon Falls) to amend Planned Development District No. 98 (PD-98) to add additional lots by changing 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 located between and around Village 10B and Village 12, and to modify the minimum standards set forth in the Single-Family District-10 (SF-10) zoning district regulations by reducing certain front, side and rear yard setbacks, 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 denial by a vote of 5 to 0 at its July 22, 2019, meeting.)
	9/3/2019	Consent	Wastewater Treatment Plant Phase V - Testing Award
		Consent	Wastewater Treatment Plant Phase V - CCA
		Consent	Wastewater Treatment Plant Phase IV - CCA Amendment No. 1.
		Consent	Sidewalk Links (407 - Morriss to Browning) - Design Award.
		Consent	Red Bud Point Water Service Relocation - Construction Award.
		Consent	FM Storage Warehouse Change Order No.1.
		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	Red Bud Point Water Service Relocation - Testing Award.
		Consent	FM 2499 @ Silveron Traffic Signal Construction 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 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 August 26, 2019, meeting.)

SCHEDULED	9/3/2019	Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/16/2019	Consent	Valley Ridge Blvd @ Morriss Rd - Testing Award.
		Consent	Valley Ridge Blvd @ Morriss Rd - Construction Award.
		Consent	FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Testing Award.
		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	Kirkpatrick Lane 12-Inch Waterline - 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.
		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	Lakewood Park Pavilion & Improvements - Construction Award.
		Consent	Windsor Roundabout Connection - Testing Award.
		Consent	Windsor Roundabout Connection - Construction Award.
		Consent	Bakers Branch Stabilization @ 621 Somerset - Bagwall

SCHEDULED	10/7/2019	Consent	Lakewood Park Pavilion & Improvements - Testing Award
		Consent	Consider purchase and installation of furniture and fixtures for Central Fire Station Administration offices from Plano Office Supply in the amount of \$133,860.97.
		Consent	Consider purchase and installation of audio/visual equipment for Central Fire Station Training Room from Data Projections in the amount of \$126,681.00.
	10/17/2019	Work Session	Joint work session with Town Council and the Parks Board.
	11/4/2019	Presentation	Proclamation of November as Arts Month in Flower Mound
	11/18/2019	Consent	Placeholder: Nov. 5, 2019 Election canvass (DSTE)